REPUBLIC
OF
SOUTH AFRICA



REPUBLIEK VAN SUID-AFRIKA

# Government Gazette Staatskoerant

Vol. 360

PRETORIA, 2 JUNE 1995

No. 16441

## LEGAL Notices

## Wetlike Kennisgewings



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

(COMMENCEMENT: 1 APRIL 1994)

8	LIST OF FIXED TARIFF RATES	Rate per insertion	
5 A 3	Or January motions		
ž.	Standardised notices	R	
# x 3 **			
ADMINISTRATION OF	ESTATES ACTS NOTICES: Forms J 297, J 295, J 193	40.00	
1 1 4 4 7 7		13,80	
BURNESS NOTICES		32,70	
INCOLVENCY ACT AN	COMPANY ACTS NOTICES: Forms J 28, J 29 and	07.00	
Forme 1 to 0		27,60	
N.B.: Forms 2 and	9—additional statements according to word count table, pasic tariff.	16,50	
LOGINE MICHEANCE POLICIES: Form VL.			
	to the extraordinary (invernment Gazette, Closing		
date 15 January (per	entry of "name, address and amount")	8,10	
date 15 bandary (po.	6		
1	Non-standardised notices		
COMPANY NOTICES:		19 20	
	tings, resolutions, offer of compromise, conversion of com-		
valuatoni	mindings-III. Closing of figures of monitors 1.28.	62,90	
- i i idead with profit statements, including notes			
l and notices! Transfer changes with respect to shales of capital, respect			
resolutions, voluntary liquidations  LIQUIDATOR'S AND OTHER APPOINTEES' NOTICES			
LIQUIDATOR'S AND O	THER APPOINTEES NOTICES	49,40	
LIQUOR LICENCE NOT	rices in extraordinary Gazette:	46,70	
All provinces appea	ar on the first Friday of each calendar month	.0,.0	
(Closing date for	acceptance is two weeks prior to date of publication.)	E	
ODDERS OF THE COL	IRT:	20.00	
	- Unidations or sequestrations	82,20 218,80	
to a series margare offer of complotting			
Ludicial manageme	ente curator nonus and similar and extensive rules me	218,80 27,60	
Supersessions and	d discharge of petitions (J 158)	27,60	
SALES IN EXECUTION	S AND OTHER PUBLIC SALES:	105.00	
Sales in execution		125,80	
		38,40	
Public auctions, sales and tenders: Up to 75 words			
76 to 250 words		98,50	
251 to 350 word	ds (more than 350 words—calculate in accordance with word	158,70	
count table)			

## LYS VAN VASTE TARIEWE

#### ΕN

## Voorwaardes

## VIR PUBLIKASIE VAN WETLIKE KENNISGEWINGS IN DIE STAATSKOERANT

(INWERKINGTREDING: 1 APRIL 1994)

## LYS VAN VASTE TARIEWE

Gestandaardiseerde kennisgewings	Tarief per plasing	
Beeloupipe	R	
Besigheidskennisgewings		
BOEDELWETTEKENNISGEWINGS: Vorms J 297, J 295, J 193 en J 187	32,70 13,80	
J 29 en Vorms 1 tot 9		
L.W.: Vorms 2 en 9—bykomstige verklarings volgens woordetal-tabel, toe- gevoeg tot die basiese tarief.	27,60	
ONOPGEËISTE GELDE—slegs in die buitengewone Staatskoerant, sluitingsdatum 15 Januarie (per inskrywing van 'n "naam, adres en bedrag")		
VERLORE LEWENSVERSEKERINGSPOLISSE: Vorm VL	8,10 16,50	
Nie-gestandaardisaarda konnia		
Nie-gestandaardiseerde kennisgewings		
DRANKLISENSIE-KENNISGEWINGS in buitengewone Staatskoerant:		
Alle provinsies verskyn op eerste Vrydag van elke kalendermaand	46,70	
(Sluitingsdatum van indiening is twee weke voor publiseringsdatum.)		
GEREGTELIKE EN ANDER OPENBARE VERKOPE:	<b>⊕</b>	
Geregtelike verkope	125,80	
Openbare veilings, verkope en tenders:	125,60	
Tot 75 woorde	38,40 98,50	
LIKWIDATEURS EN ANDER AANGESTELDES SE KENNISGEWINGS	158,70	
MAATSKAPPYKENNISGEWINGS:	49,40	
Kort kennisgewings: Vergaderings, besluite, aanbod van skikking, omskepping van maatskappy, vrywillige likwidasies, ens.; sluiting van oordrag- of lederegisters en/of verklaring van dividende	60.00	
vernanny van dividende met protytstate notas ingochuit	62,90	
Lang kennisgewings: Oordragte, veranderings met betrekking tot aandele of kapitaal, aflossings, besluite, vrywillige likwidasies		
ORDERS VAN DIE HOF:	218,80	
Voorlopige en finale likwidasies of sekwestrasies	· ·	
Verlagings of veranderings in kapitaal, samesmeltings, aanbod van skikking	82,20	
Geregtelike besture, <i>kurator bonis</i> en soortgelyke en uitgebreide bevele <i>nisi</i>	218,80	
Verlenging van keerdatum	218,80	
Tersydestelling en afwysings van aansoeke (J 158)	27,60	
7 32 (0 100)	27,60	
	Jr.	

#### 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	
	46.70	65,80	73,80	
1- 100	68,40	98,50	110,30	
101- 150	93.10	131,30	147,10	
151- 200	115,00	164,00	183,60	
201- 250	136,80	196,90	220,50	
251- 300	161,20	229,70	257,20	
301- 350	183,10	262,50	294,00	
351- 400 401- 450	207,70	295,20	330,70	
	229,60	328,10	367,50	
451- 500 501- 550	251,40	360,80	404,20	
501- 550	276,10	393,70	441,00	
551- 600	297,90	426,30	477,50	
601- 650 651- 700	322,70	459,20	514,40	
701- 750	344,50	492,00	551,10	
	366,40	524,80	587,80	
751- 800	390,90	557,50	624,50	
801- 850	412,70	590,50	661,40	
851- 900	437.30	623,20	698,10	
901- 950	459,20	656,00	734,70	
951–1 000	595,90	852,80	955,20	
1 001–1 300	735,30	1 049,50	1 175,50	

## CONDITIONS FOR PUBLICATION VOORWAARDES VIR PUBLIKASIE

#### CLOSING TIMES FOR THE ACCEPT-ANCE OF NOTICES

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.

#### SLUITINGSTYE VIR DIE AANNAME VAN KENNISGEWINGS

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

- 2. (1) The copy for a separate Government Gazette must be handed in not later than three calendar weeks before date of publication.
- (2) Copy of notices received after closing time will be held over for publication in the next Government Gazette.
- (3) Amendment or changes in copy of notices cannot be undertaken unless instructions are received before 15:30 on Mondays.
- (4) Copy of notices for publication or amendments of original copy cannot be accepted over the telephone and must be brought about by letter, by telegram or by hand.
- (5) In the case of cancellations a refund of the cost of a notice will be considered only if the instruction to cancel has been received on or before the stipulated closing time as indicated in paragraph 1 above.

#### APPROVAL OF NOTICES

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

#### THE GOVERNMENT PRINTER INDEM-NIFIED AGAINST LIABILITY

- 4. The Government Printer will assume no liability in respect of—
  - 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 kansellasies 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 STAATSDRUK-KER TEEN AANSPREEKLIKHEID

- 4. Die Staatsdrukker aanvaar geen aanspreeklikheid vir-
  - 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 ADVER-TEERDER

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 impresions 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:
  - 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 familiename moet duidelik leesbaar wees en familiename 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

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 kansellasie van 'n kennisgewing sal terugbetaling van gelde slegs geskied indien die Staatsdrukkery geen koste met betrekking tot die plasing van die kennisgewing aangegaan het nie.
- 14. Die Staatsdrukker behou hom die reg voor om 'n bykomende bedrag te hef in gevalle waar kennisgewings, waarvan die koste in ooreenstemming met die lys van vaste tariewe bereken word, later uitermatig lank blyk te wees of buitensporige of ingewikkelde tabelwerk bevat.

#### PROOF OF PUBLICATION

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

#### **BEWYS VAN PUBLIKASIE**

15. Eksemplare van die Staatskoerant wat nodig mag wees ter bewys van publikasie van 'n kennisgewing kan teen die heersende verkoopprys 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

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

## Belangrike Kennisgewing

- Sorg asb. dat u advertensies vroegtydig gepos word en dat die regte bedrag seëls daarop aangebring word.
- 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.
- 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:

- ▶ 16 March, Thursday, for the issue of Friday 24 March
- ► 6 April, Thursday, for the issue of Thursday 13 April
- ▶ 12 April, Wednesday, for the issue of Friday 21 April
- 20 April, Thursday, for the issue of Friday 28 April
- ➤ 26 April, Wednesday, for the issue of Friday 5 May
- 8 June, Thursday, for the issue of Thursday 15 June
- 3 August, Thursday, for the issue of Friday 11 August
- ▶ 21 September, Thursday, for the issue of Friday 29 September
- ▶ 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 VIT

## WETLIKE KENNISGEWINGS GOEWERMENTSKENNISGEWINGS

1995

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

- ▶ 16 Maart, Donderdag, vir die uitgawe van Vrydag 24 Maart
- ► 6 April, Donderdag, vir die uitgawe van Donderdag 13 April
- ► 12 April, Woensdag, vir die uitgawe van Vrydag 21 April
- ➤ 20 April, Donderdag, vir die uitgawe van Vrydag 28 April
- 26 April, Woensdag, vir die uitgawe van Vrydag 5 Mei
- 8 Junie, Donderdag, vir die uitgawe van Donderdag 15 Junie
- ▶ 3 Augustus, Donderdag, vir die uitgawe van Vrydag 11 Augustus
- ► 21 September, Donderdag, vir die uitgawe van Vrydag 29 September
- ► 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 MOSCHETT 15 5

17.7 Sept. 21. 302 (27.27.27)

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

### SALES IN EXECUTION · GEREGTELIKE VERKOPE

#### TRANSVAAL

Saak 7523/95

## IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Witwatersrandse Plaaslike Afdeling)

In die saak tussen ABSA Bank Beperk, Eiser, en Swidan, Melvyn, 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 22 Junie 1995 om 10:00, van die ondervermelde eiendom van die Verweerder op die voorwaardes wat deur die Venduafslaer gelees sal word ten tye van die verkoping en welke voorwaardes by die kantore van die Balju voor die verkoping ter insae sal lê:

Sekere Eenheid 38, soos getoon en meer volledig beskryf in Deelplan SS2/82, bekend as Tudhope Heights 2, en ook bekend as Woonstel 603, Tudhope Heights, Tudhopestraat, Berea, Johannesburg, grootte 41 m² (vier een) vierkante meter.

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

Hoofgebou: Ingangsportaal, sitkamer, slaapkamer, badkamer met aparte toilet en kombuis.

Buitegeboue: Balkon.

Konstruktueer: Baksteen met sement.

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

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

Gedateer te Johannesburg op hede die 15de dag van Mei 1995.

Rossouws Prokureurs, vir Eiser se Prokureurs, Negende Verdieping, Atkinsonhuis, Eloff- en Albertstraat, Posbus 1588, Johannesburg. (Tel. 334-2727) (Verw. Rossouw/cw/04/A8323E.)

Case 2365/95

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

In the matter between Nedcor Bank Limited, Plaintiff, and Michael Kali Jerry Dhlamini, First Defendant, and Sarah Dhlamini, Second Defendant

On 23 June 1995 at 11:15, the undermentioned property will be sold in execution at the Sheriff's Offices, 182 Leeuwpoort Street, Boksburg:

Certain Erf 7840, Vosloorus Extension 9, Registration Division IR, Transvaal, situated at 7840 Vosloorus Extension 9, Boksburg.

Improvements: Detached single storey brick residence consisting of two bedrooms, bathroom, kitchen and lounge.

- 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 transfer costs and duties, rates, taxes and other charges payable to the local authority.
  - 4. The risk and benefit in and to the property shall pass to the purchaser on the date of sale.
  - 5. No warranty is given in relation to the nature or description of the improvements.

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

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

C. M. Klinkert, for Tuckers Inc., Permanent Building, Commissioner Street, Boksburg. (Tel. 892-3400.) (Ref. Mrs L. Pinheiro/ H0427.)

Case 2265/95

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Tommy MotIhale**, First Defendant, and **Paulinah Ntsoaki Moagi**, Second Defendant

On 23 June 1995 at 11:15, the undermentioned property will be sold in execution at the Sheriff's Offices, 182 Leeuwpoort Street, Boksburg:

Certain right of leasehold in respect of Erf 20340, Vosloorus Extension 30, Registration Division IR, Transvaal, situated at 20340 Vosloorus Extension 30, Boksburg.

Improvements: Detached single storey brick residence consisting of two bedrooms, bathroom, kitchen and lounge.

- 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 transfer costs and duties, rates, taxes and other charges payable to the local authority.
  - 4. The risk and benefit in and to the property shall pass to the purchaser on the date of sale.
  - 5. No warranty is given in relation to the nature or description of the improvements.

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

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

C. M. Klinkert, for Tuckers Inc., Permanent Building, Commissioner Street, Boksburg. (Tel. 892-3400.) (Ref. Mrs L. Pinheiro/H04025.)

Case 588/94

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

In the matter between Nedcor Bank Limited, Plaintiff, and Ernest Barendse, First Defendant, and Second Defendant

Antoinette Korff,

On 23 June 1995 at 11:15, the undermentioned property will be sold in execution at the Sheriff's Offices, 182 Leeuwpoort Street, Boksburg:

Certain Portion 11 of Erf 201, Witfield, Registration Division IR, Transvaal, situated at 6 Wilson Street, Witfield, Boksburg, Boksburg.

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

- 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 transfer costs and duties, rates, taxes and other charges payable to the local authority.
  - 4. The risk and benefit in and to the property shall pass to the purchaser on the date of sale.
  - 5. No warranty is given in relation to the nature or description of the improvements.

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

Dated at Boksburg on this the 11th day of May 1995.

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

Case 2178/95

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

In the matter between Nedcor Bank Limited, Plaintiff, and Kgalane James Gololo, First Defendant, and Milo Second Defendant

On 23 June 1995 at 11:15, the undermentioned property will be sold in execution at the Sheriff's Offices, 182 Leeuwpoort

Certain Erf 8040, Vosloorus Extension 9, Registration Division IR, Transvaal, situated at 8040 Vosloorus Extension 9, Boksburg.

Improvements: Detached single storey brick residence consisting of two bedrooms, bathroom, kitchen, lounge.

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 transfer costs and duties, rates, taxes and other charges payable to the local authority.
  - 4. The risk and benefit in and to the property shall pass to the purchaser on the date of sale.
  - 5. No warranty is given in relation to the nature or description of the improvements.

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

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

C. M. Klinkert, for Tuckers Inc., Permanent Building, Commissioner Street, Boksburg. (Tel. 892-3400.) (Ref. Mrs L. Pinheiro/ H04019.)

Case 25235/94

#### IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

## In the matter between Nedcor Bank Limited, Plaintiff, and Salamina Martha Radebe, Defendant

Notice is hereby given that on 23 June 1995 at 09:00, the undermentioned property will be sold by public auction at the Magistrate's Court, Kerk Street, Nigel, pursuant to a judgment in this matter granted by the above Honourable Court, on 18 October 1994, namely:

Certain right of leasehold in respect of Erf 2049, Duduza, Registration Division IR, Transvaal, situated at 2049 Ntuthu Street, Duduza, Nigel.

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

The full conditions of sale may be inspected at the offices of the Sheriff, 69 Kerk Street, Nigel.

Dated at Nigel on this the 11th day of May 1995.

Tuckers Inc., Second Floor, Permanent Building, 312 Commissioner Street, Boksburg. (Ref. Mrs L. Pinheiro/H01759.)

Case 18950/94

#### IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between Nedcor Bank Limited, Plaintiff, and Mahoko Walter Masondo, First Defendant, and Lena Morwesi Masondo, Second Defendant

Notice is hereby given that on 23 June 1995 at 11:00, the undermentioned property will be sold by public auction at the offices of the Sheriff, Springs, 56 12th Street, Springs, pursuant to a judgment in this matter granted by the above Honourable Court on 9 February 1995, namely:

Certain right of leasehold in respect of Erf 924, kwaThema Extension 1, Registration Division IR, Transvaal, situated at 924 kwaThema Extension 1, Springs.

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

The full conditions of sale may be inspected at the offices of the Sheriff, Springs, 56 12th Street, Springs.

Dated at Boksburg on this the 4th day of May 1995.

Tuckers Inc., Second Floor, Permanent Building, 312 Commissioner Street, Boksburg. (Tel. 892-3400.) (Ref. Mrs L. Pinheiro/H01598.)

> Case 7553/95 **PH 388**

#### IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between First National Bank of Southern Africa Ltd, Plaintiff, and Baloyi, Mphikeleli Moffat, 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, Eaton Terrace 1, Terrace Building, New Redruth, Alberton, on Tuesday, 20 June 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 all the right, title and interest in the leasehold in respect of Stand 3043, Likole Extension 1 Township, Registration Division IR, Transvaal, area 201 (two hundred and one) square metres, situation Stand 3043, Likole Extension 1.

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

Terms: 10% (ten per cent) of the purchase price qin cash on the day of the sale, the balance and interest on the full purchase price at current band rates payable against registration of transfer, to be secured by a bank, building society or other exceptable guarantee to be furnished within 14 days from the date of sale. Auctioneer's charges are payable on the day of the sale and calculated at 5% (five per cent) on the proceeds of the sale up to a price of R20 000 and thereafter 3% (three per cent), with a maximum fee of R6 000 and a minimum of R100.

Dated at Johannesburg on the 4th day of May 1995.

F. R. J. Jansen, for Jansen-Potter, Plantiff's Attorneys, 25th Floor, Carlton Centre, Commissioner Street, Johannesburg. (Tel. 331-8535.) (Ref. Foreclosures F32:CA216.)

Case 7542/95 PH 388

#### IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between First National Bank of Southern Africa Ltd, Paintiff, and Khumalo, Cebisile Auralia, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this reserve will be held at the office of the Sheriff of the Supreme Court, Eaton Terrace 1, Terrace Building, New Redruth, Alberton, on Tuesday, 20 June 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: All the right, title and interest in the leasehold in respect of Erf 10364, Tokoza Extension 5 Township, Registration Division IR, Transvaal, area 273 (two hundred and seventy-three) square metres, situation Erf 10364, Tokoza Extension 5.

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

Terms: 10% (ten per centum) of the purchase price in cash on the day of the sale; the balance and interest on the full purchase price at current bond rates payable against registration of transfer, to be secured by a bank, building society or other acceptable guarantee to be furnished within 14 days from the date of sale. Auctioneer's charges are payable on the day of the sale and calculated at 5% (five per centum) on the proceeds of the sale up to a price of R20 000 and thereafter 3% (three per centum), with a maximum fee of R6 000 and a minimum of R100.

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

F. R. J. Jansen, for Jansen & Potter, Plaintiff's Attorneys, 25th Floor, Carlton Centre, Commissioner Street, Johannesburg. (Tel. 331-8535.) (Ref. Foreclosures F32: CA252.)

Case 7552/95 PH 388

#### IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between First National Bank of Southern Africa Ltd, Plaintiff, and Radebe, Samuel, First Defendant, and Radebe, Selloane Maria, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of the Sheriff of the Supreme Court, Eaton Terrace 1, Terrace Building, New Redruth, Alberton, on Tuesday, 20 June 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: All the right, title and interest in the 99 year leasehold in respect of Erf 2247, Likole Extension 1 Township, Registration Division IR, Transvaal, area 304 (three hundred and four) square metres, situation Stand 2247, Likole Extension 1.

Improvements (not guaranteed): A dwelling consisting of bedroom, bathroom, kitchen and lounge.

Terms: 10% (ten per centum) of the purchase price in cash on the day of the sale; the balance and interest on the full purchase price at current bond rates payable against registration of transfer, to be secured by a bank, building society or other acceptable guarantee to be furnished within 14 days from the date of sale. Auctioneer's charges are payable on the day of the sale and calculated at 5% (five per centum) on the proceeds of the sale up to a price of R20 000 and thereafter 3% (three per centum), with a maximum fee of R6 000 and a minimum of R100.

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

F. R. J. Jansen, for Jansen & Potter, Plaintiff's Attorneys, 25th Floor, Carlton Centre, Commissioner Street, Johannesburg. (Tel. 331-8535.) (Ref. Foreclosures F32: CA207.)

Case 5791/95 **PH 388** 

#### IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between First National Bank of Southern Africa Ltd, Plaintiff, and Motsamai, Tsoeunyana Petrus, First Defendant, and Motsamai, Mokhali Joyce, 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, Eaton Terrace 1, Terrace Building, New Redruth, Alberton, on Tuesday, 20 June 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: All the right, title and interest in the 99 year right of leasehold in respect of Stand 3022, Likole Extension 1 Township, Registration Division IR, Transvaal, area 207 (two hundred and seven) square metres, situation Stand 3022, Likole Extension 1.

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

Terms: 10% (ten per centum) of the purchase price in cash on the day of the sale; the balance and interest on the full purchase price at current bond rates payable against registration of transfer, to be secured by a bank, building society or other acceptable guarantee to be furnished within 14 days from the date of sale. Auctioneer's charges are payable on the day of the sale and calculated at 5% (five per centum) on the proceeds of the sale up to a price of R20 000 and thereafter 3% (three per centum), with a maximum fee of R6 000 and a minimum of R100.

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

F. R. J. Jansen, for Jansen & Potter, Plaintiff's Attorneys, 25th Floor, Carlton Centre, Commissioner Street, Johannesburg. (Tel. 331-8535.) (Ref. Foreclosures F32: CA201.)

> Case 21722/92 **PH 388**

#### IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between Nedcor Bank Limited, Plaintiff, and Lebuso, Peter Moagi, 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, Block D, First Floor, Lochner Park, corner of Richards Drive and Futtie Street, Halfway House, on Wednesday, 21 June 1995 at 14:30, 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 503, Sunninghill Extension 2 Township, Registration Division IR, Transvaal, area 1 760 (one thousand seven hundred and sixty) square metres.

Situation: 22 Kitui Road, Sunninghill Extension 2, Sandton.

Improvements (not guaranteed): A double storey house under tiled roof consisting of four bedrooms, two and a half bathrooms, kitchen, lounge, dining-room, family room, double garage, swimming-pool, servants' quarters, servant's toilet with precast and brick walls around property.

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

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

F. R. J. Jansen, for Jansen & Potter, Plaintiff's Attorneys, 25th Floor, Carlton Centre, Commissioner Street, Johannesburg. (Tel. 331-8535.) (Ref. Foreclosures Z524.)

> Saak 24181/94 PH 507

#### IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Witwatersrandse Plaaslike Afdeling)

In die saak tussen Transnet Beperk, Eksekusieskuldeiser, en Mofokeng, Thapelo Isaac, Eksekusieskuldenaar

Ingevolge uitspraak van die Hooggeregshof van Suid-Afrika (Witwatersrandse Plaaslike Afdeling) in bogemelde saak sal 'n verkoping gehou word op 23 Junie 1995 om 09:00, deur die Balju van die Hooggeregshof, Heidelberg, te Landdroskantoor, Begemanstraat, Heidelberg, Gauteng, van die ondergemelde eiendom:

Sekere: Erf 1533, Ratanda-dorpsgebied, Registrasieafdeling IR, Transvaal. Groot: 260 (twee honderd-en-sestig) vierkante meter, geleë te Erf 1583, Rantanda-dorpsgebied, distrik Heidelberg.

Erfbeskrywing: Die volgende inligting word verskaf insake verbeterings alhoewel geen waarborg in verband daarmee gegee word nie: 'n Drie-slaapkamerhuis gebou met sierstene, 'n teëldak en oopplan sitkamer.

Bestaande uit die volgende: Drie slaapkamers, badkamer, kombuis en sitkamer.

Die volle verkoopvoorwaardes mag ondersoek word by die Kantoor van die Balju, Hooggeregshof Heidelberg, Gauteng [Tel. (0151) 2353] of Eiser se prokureurs, Blakes Prokureurs, Pleinstraat 14, Johannesburg.

Gedateer te Johannesburg op hede hierdie 26ste dag van April 1995.

C. W. S. S. Potgieter, vir Blakes Prokureurs, Prokureurs vir Eiser, Pleinstraat 14, Posbus 5315, Johannesburg, 2000. [Tel. (011) 491-5500.] [Faks. (011) 491-5593.] (Verw. PT045/S. Potgieter/HVM.)

Case 5911/95

#### IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between Nedcor Bank Limited, Plaintiff, and Shweshwe Wilson Magagula, First Defendant, and Martha Jane Magagula, Second Defendant

Notice is hereby given that on 23 June 1995 at 11:00, the undermentioned property will be sold by public auction at the offices of the Sheriff, Springs, 56 12th Street, Springs, pursuant to a judgment in this matter granted by the above Honourable Court on 4 April 1995, namely:

Certain: Erf 38, Pollak Park, Registration Division IR, Transvaal, situated at 22 Alameit Street, Pollak Park, Springs.

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

The full conditions of sale may be inspected at the offices of the Sheriff, Springs, 56 12th Street, Springs. Dated at Boksburg on this the 3rd day of May 1995.

Tuckers Inc., Second Floor, Permanent Builing, 312 Commissioner Street, Boksburg. (Tel. 892-3400.) (Ref. Mrs L. Pinheiro/ H03063.)

#### IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Witwatersrandse Plaaslike Afdeling)

In die saak tussen NBS Bank Limited, Eiser, en Botha, Deon, Eerste Verweerder, en Botha, Helena Elizabeth, Tweede Verweerder

Ter uitwinning van 'n vonnis van die Hooggereshof van Suid-Afrika (Witwatersrandse Plaaslike Afdeling) in bogemelde saak sal 'n verkoping sonder 'n reserweprys gehou word te die kantore van die Balju, Vierde Verdieping, Standard Chambers, Germiston, op Donderdag, 22 Junie 1995 om 10:00, van die ondergemelde eiendom van die Verweerders wat deur die Balju gelees sal word ten tye van die verkoping en welke voorwaardes by die kantore van die Balju van die Hooggeregshof, Germiston-Noord, voor die verkoping ter insae sal lê:

Sekere: Resterende Gedeelte van Erf 690, Primrose-dorpsgebied, Registrasieafdeling IR, Transvaal, gehou deur Deon Botha en Helena Elizabeth Botha onder Akte van Transport T37952/94, bekend as Cannastraat 7, Primrose, Germiston, groot 823 vierkante meter. Sonering: Residensieel. Spesiale gebruiksvergunnings en voorwaardes: Geen.

Verbeterings: Hoofgebou bestaande uit teëldak met gepleisterde mure bestaande uit sitkamer, eetkamer, kombuis, drie slaapkamers, badkamer, stort en toilet. Buitegeboue: Enkelmotorhuis, toilet en waskamer.

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

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

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

Gedateer te Alberton op hede die 9de dag van Mei 1995.

Klopper Jonker Ingelyf, Prokureurs vir Eiser, Eerste Verdieping, Terracegebou, Eaton Terrace 1, Alberton; Posbus 6, Alberton, p.a. Docex 216, Presidentstraat 84, Johannesburg. (Verw. N2935/EU/PP.)

Case 6113/95 PH 104

#### IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between The Standard Bank of S.A. Ltd, Execution Creditor, and Tihale, Edwin Motsemme, Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held in front of the Magistrate's Court, Pollock Street, Randfontein, on 30 June 1995 at 14:15, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the Magistrate's Court, Randfontein, Pollock Street, Randfontein, prior to the sale:

Certain: All right, title and interest in and to in the leasehold in respect of Lot 5373, situated in the Township of Mohlakeng Extension 3, Registration Division IQ, Transvaal, being 5373 Mohlakeng Extension 3, Randfontein, measuring 240 (two hundred and forty) square metres.

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

A detached single storey brick built residence with tiled roof, comprising kitchen, lounge/dining-room, bedroom and bathroom.

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

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

Dated at Johannesburg this 11th day of May 1995.

B. W. Webber, for Ramsay, Webber & Co., Plaintiff's Attorneys, Fifth Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/fp/T211.)

Case 4609/95

## IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between NBS Bank Limited, Plaintiff, and Tefo Tumahole, Lister Lancelot, First Defendant and Sihlali Nonyaniso Doreen, Second Defendant

In pursuance of a judgment in the Supreme Court (Witwatersrand Local Division) and writ of execution the property listed hereunder which was attached on 4 April 1995 will be sold in execution on Thursday, 15 June 1995 at 10:00, at the offices of the Sheriff of the Supreme Court, 131 Marshall Street, Johannesburg, to the highest bidder:

Erf 346, Naturena Township, Registration Division IQ, Transvaal, in extent 1 250 (one thousand two hundred and fifty) square metres, situated at 58 and 60 Carmen Street, Naturena, Johannesburg.

The following improvements are reported to be on the property, but nothing is guaranteed: Residence, single-storey dwelling, detached. Walls: Brick. Roof: Tile. Floor: Fitted carpets and ceramic tiles. Rooms: Lounge, dining-room, kitchen, four bedrooms, two bathrooms, shower and three toilets. Other: Entrance hall, scullery and dressing room. Outbuildings: Three carports. Boundary: Concrete and rock walls. Improvements: None.

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

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

De Villiers & Co., Ninth Floor, NBS Building, corner of Market and Rissik Streets, Johannesburg. (Tel. 29-3913/4; 29-3921/2/3.) (Ref. Mr Steyn/1351.) (Docex: DX.571.)

Saak 6849/90

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

In die saak tussen Nedcor Bank, Eiser, en Aghmed Sullie, Eerste Verweerder en Khatija Sullie, Tweede Verweerder Ingevolge 'n uitspraak van die Landdroshof, Klerksdorp, en lasbrief vir eksekusie teen goed met datum 9 September 1994, sal die ondervermelde eiendom op Vrydag, 23 Junie 1995 om 10:00, te Balju vir die Landdroshof, Leaskstraat 23, Klerksdorp, aan die hoogste bieder verkoop word, naamlik:

Erf 342, Manzilpark-dorpsgebied, Registrasieafdeling IP, Transvaal, groot 591 (vyfhonderd een-en-negentig) vierkante meter, ook bekend as Pradeepstraat 29, Manzilpark, Klerksdorp.

Onderhewig aan die volgende voorwaardes:

- 1. Die eiendom sal voetstoots en sonder reserwe verkoop word aan die hoogste bieër, en die veiling sal onderworpe wees aan die voorwaardes van artikel 66 van die Wet op Landdroshowe van 1944, soos gewysig, onderhewig egter aan die goedkeuring van die Eerste Verbandhouer, Nedcor Bank.
- 2. Die koopprys sal betaalbaar wees teen betaling van 10% (tien persent) van die koopprys in kontant onmiddellik na afhandeling van die verkoop, en die onbetaalde balans tesame met rente daarop bereken teen 16,75% (sestien komma sewe vyf persent) per jaar tot datum van registrasie van transport, sal binne 21 (een-en-twintig) dae na datum van verkoop, betaal word of gewaarborg word deur 'n goedgekeurde bank- of bougenootskapwaarborg.
- 3. Die volgende verbeterings word beweer op die eiendom te wees maar word nie gewaarborg nie: 'n Enkelverdiepingwoning bestaande uit drie slaapkamers, twee badkamers, kombuis, eetkamer, sitkamer en familiekamer. Buitegeboue: Motorhuis en
- 4. Voorwaardes van verkoop: Die voorwaardes van verkoop in eksekusie mag gedurende kantoorure by die kantore van die Balju vir die Landdroshof, Leaskstraat 23, Klerksdorp, nagesien word.

Gedateer te Klerksdorp op hierdie 4de dag van Mei 1995.

A. H. Snyman, vir J. J. Oosthuizen, Du Plooy & Vennote, Boomstraat, Permanentegebou, Eerste Verdieping, Posbus 22, Klerksdorp, 2570. (Verw. A. H. Snyman/S.7/90.)

Saak 448/93

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

In die saak tussen Ellisras Bou & Hardeware (Edms.) Bpk., Eiser, en A. L. de Lange, handeldrywende as D P Betonwerke, Verweerder

Ingevolge 'n uitspraak van bogemelde Agbare Hof en 'n lasbrief tot eksekusie gedateer 31 Augustus 1993, sal hierdie ondervermelde eiendom geregtelik verkoop word op 23 Junie 1995 om 10:00, voor die Landdroskantoor, Pietersburg, Landdros Maraisstraat, Pietersburg, aan die persoon wie die hoogste aanbod maak, naamlik:

Gedeelte 23 ('n gedeelte van Gedeelte 1), van die plaas Leeukuil 691, Registrasieafdeling LS, Transvaal, groot 8,5653 (agt komma vyf ses vyf drie) hektaar, gehou kragtens Akte van Transport T21620/1983.

Die verkoopvoorwaardes, wat onmiddellik voor die verkoping gelees sal word, lê ter insae in die kantoor van die Balju, Landdroskantoor, Pietersburg, p.a. C. M. Vermaak, Waarnemende Balju Pietersburg, Posbus 93, Pietersburg, Telefoonnommer

Die belangrikste voorwaardes daarin vervat is die volgende: Dat die eiendom vir kontant en aan die hoogste bieder verkoop sal word onderworpe aan die regte van enige moontlik verbandhouers soos uiteengesit in die verkoopvoorwaardes wat ter insae lê by die kantore van die Balju, Landdroskantoor, Pietersburg, p.a. C. M. Vermaak, Waarnemende Balju, Pietersburg, Posbus 93, Pietersburg, Telefoonnommer: (0152) 291-3820. Tien persent (10%) van die koopprys moet as deposito betaal word by die toeslaan van die bod en die balans moet betaal word by wyse van 'n goedgekeurde waarborg binne dertig (30) dae na datum van

Geteken te Warmbad op hierdie 9de dag van Mei 1995.

J. Koorts, vir Herman & Oberholzer, Paratusgebou, Pretoriaweg 2, Warmbad, 0480. [Tel. (014) 736-2161/2/3.) (Verw. mnr. Koorts E/jb.)

Saak 4643/94

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

In die saak tussen Nedcor Bank, Eiser, en Solomon Booysen, Eerste Verweerder, en Eudolia Euphine Booysen, Tweede Verweerder

Ingevolge 'n uitspraak van die Landdroshof van Klerksdorp en lasbrief vir eksekusie teen goed met datum 25 Mei 1994 sal die ondervermelde eiendom op Vrydag, 23 Junie 1995 om 09:00, te Balju vir die Landdroshof Championstraat 25, Orkney, aan die hoogste bieder verkoop word, naamlik:

Erf 4842, Kanana-uitbreiding 3-dorpsgebied, Orkney, Registrasieafdeling IP, Transvaal, groot 203 vierkante meter. Onderhewig aan die volgende voorwaardes:

- 1. Die eiendom sal voetstoots en sonder reserwe verkoop word aan die hoogste bieër, en die veiling sal onderworpe wees aan die voorwaardes van artikel 66 van die Wet op Landdroshowe van 1944, soos gewysig, onderhewig egter aan die goedkeu-
- 2. Die koopprys sal betaalbaar wees teen betaling van 10% (tien persent) van die koopprys in kontant onmiddellik na afhandeling van die verkoop, en die onbetaalde balans tesame met rente daarop bereken teen 16,75% (sestien komma sewe vyf persent) per jaar tot datum van registrasie van transport, sal binne 21 (een-en-twintig) dae na datum van verkoop, betaal word of gewaarborg word deur 'n goedgekeurde bank- of bougenootskapwaarborg.
- 3. Die volgende verbeterings word beweer op die eiendom te wees maar word nie gewaarborg nie: 'n Enkelverdiepingwoning bestaande uit twee badkamers, kombuis, lounge en badkamer.
- 4. Voorwaardes van verkoop: Die voorwaardes van verkoop in eksekusie mag gedurende kantoorure by die kantore van die Balju vir die Landdroshof, Orkney, Championstraat 25, nagesien word. Gedateer te Klerksdorp op hierdie 12de dag van Mei 1995.

A. H. Snyman, vir J. J. Oosthuizen, Du Plooy & Vennote, Boomstraat, Prermanente Gebou, Eerste Verdieping, Posbus 22, Klerksdorp, 2570. (Verw. A. H. Snyman/HK/B.3/94.)

Saak 43248/91

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

In die saak tussen Nathaniël & Efthymakis Properties, Eiser, en Hartebeestspruit Landgoed BK, Verweerder

Ingevolge 'n vonnis van die bogenoemde Agbare Hof gedateer 28 Januarie 1994, en 'n lasbrief vir eksekusie, sal die hierondervermelde eiendom verkoop word op 23 Junie 1995 om 11:00, te die Landdroshofkantoor, Cullinan, aan die hoogste bieder:

Gedeelte 27 ('n gedeelte van Gedeelte 17) van die plaas Hartebeestspruit 235, Registrasieafdeling JR, Transvaal, geleë te Gedeelte 27 ('n gedeelte van Gedeelte 17), Hartebeestspruit, groot 17,1306 (sewentien komma een drie nul ses) hektaar, gehou kragtens Akte van Transport T1128/90.

Verbeterings: Baksteengebou onder sinkdak bestaande uit drie vertrekke, sinkhut en afdak, sink en ogiesdraad voëlhoek agt meter (8 m) × drie meter (3 m), eiendom omhein, steen- en staalskuur 40 m × 30 m, sink watertenk op staalraamwerk.

Voorwaardes van verkoping:

- 1. Die koper moet 10% (tien persent) van die koopprys betaal op die dag van die verkoping en moet die balans tesame met rente binne een-en-twintig (21) dae betaal of waarborg deur 'n goedgekeurde bank- of bougenootskapwaarborg.
  - 2. Die koper is verantwoordelik vir alle kostes en uitgawes om oordrag te bewerkstellig tesame met die Balju se fooie.
  - 3. Die koper is verantwoordelik vir alle uitstaande munisipale belastings en heffings.
  - 4. Die volledige verkoopvoorwaardes is ter insae by die kantore van die Balju van die Landdroshof, Cullinan.

Geteken te Pretoria op hierdie 12de dag van Mei 1995.

W. J. van Niekerk, vir Solomon Nicolson Rein & Verster Ing., Prokureurs vir Eiser, Sewende Verdieping, NBS-gebou, Pretoriusstraat 259, Posbus 645, Pretoria, 0001, Docex 11, Pretoria. [Tel. (012) 325-2461.] [Faks. (012) 328-3137.] (Verw. mev. Van Niekerk/ks/W300.)

Saak 3645/95

#### IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Witwatersrandse Plaaslike Afdeling)

In die saak tussen NBS Bank Limited, Eiser, en I-Craw Architectural CC, Eerste Verweerder, en Craig Renier de Bruyn, Tweede Verweerder

Ter uitwinning van 'n vonnis van die Hooggeregshof van Suid-Afrika (Witwatersrandse Plaaslike Afdeling) in bogemelde saak, sal 'n verkoping sonder 'n reserweprys gehou word te die kantore van die Balju, Eerste Verdieping, Terracegebou, 1 Eaton Terrace, Alberton, op Dinsdag, 20 Junie 1995 om 10:00, van die ondergemelde eiendom van die Verweerders wat deur die Balju gelees sal word ten tye van die verkoping en welke voorwaardes by die kantore van die Balju van die Hooggeregshof, Alberton, voor die verkoping ter insae sal lê:

Eenheid 2, Casa Liana:

Vloeroppervlak: 158 vierkante meter.

Deelnemingskwota: 2,8733, gehou deur ST133-2/1994.

Eenheid, Casa Liana:

Vloeroppervlak: 158 vierkante meter.

Deelnemingskwota: 2,8733, gehou deur ST133-4/1994.

Eenheid 6, Casa Liana:

Vloeroppervlak: 158 vierkante meter.

Deelnemingskwota: 2,8733, gehou deur ST133-6/1994.

Eenheid 7, Casa Liana:

Vloeroppervlak: 158 vierkante meter.

Deelnemingskwota: 2,8733, gehou deur ST133-7/1994.

Eenheid 8, Casa Liana:

Vloeroppervlak: 158 vierkante meter.

Deelnemingskwota: 2,8733, gehou deur ST133-8/1994.

Eenheid 11, Casa Liana:

Vloeroppervlak: 158 vierkante meter.

Deelnemingskwota: 2,8733, gehou deur ST133/11/1994.

Eenheid 12, Casa Liana:

Vloeroppervlak: 158 vierkante meter

Deelnemingskwota: 2,8733, gehou deur ST133-12/1994.

Eenheid 13, Casa Liana:

Vloeroppervlak: 158 vierkante meter.

Deelnemingskwota: 2,8732, gehou deur ST133-13/1994.

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Eenheid 16, Casa Liana:

Vloeroppervlak: 158 vierkante meter.

Deelnemingskwota: 2,8732, gehou deur ST133-16/1994.

Eenheid 18, Casa Liana:

Vloeroppervlak: 158 vierkante meter.

Deelnemingskwota: 2,8732, gehou deur ST133-18/1994.

Eenheid 20, Casa Liana:

Vloeroppervlak: 220 vierkante meter.

Deelnemingskwota: 4,1280, gehou deur ST133-20/1994

Eenheid 21, Casa Liana:

Vloeroppervlak: 227 vierkante meter.

Deelnemingskwota: 4,1280, gehou deur ST133-21/1994.

Eenheid 22, Casa Liana:

Vloeroppervlak: 227 vierkante meter.

Deelnemingskwota: 4,1280, gehou deur ST133-22/1994.

Eenheid 24, Casa Liana:

Vloeroppervlak: 227 vierkante meter.

Deelnemingskwota: 4,1280, gehou deur ST133-24/1994.

Eenheid 25, Casa Liana:

Vloeroppervlak: 227 vierkante meter.

Deelnemingskwota: 4,1280, gehou deur ST133-25/1994.

Eenheid 26, Casa Liana:

Vloeroppervlak: 227 vierkante meter.

Deelnemingskwota: 4,1280, gehou deur ST133-26/1994.

Eenheid 30, Casa Liana:

Vloeroppervlak: 227 vierkante meter.

Deelnemingskwota: 4,1280, gehou deur ST133-30/1994,

en die gemeenskaplike eiendom en die reg van uitbreiding (saaklike regte) soos geregistreer onder SK1566/1994S soos bepaal deur die bepalings van artikel 15 (1) Wet 95/86 (saaklike regte), geleë op Erf 2083, Meyersdal-uitbreiding 13-dorpsgebied, Registrasieafdeling IR, in die provinsie Pretoria, Witwatersrand, Vereeniging.

Spesiale gebruiksvergunnings en voorwaardes: Geen.

Sonering: Residensieel 3, bekend as Johan Gertzenstraat 8, Meyersdal-uitbreiding 13.

Verbeterings: Bestaande uit teëldak met gepleisterde mure.

Eenhede 2, 4, 6, 7, 8, 11, 12, 13, 16, 18 bestaande uit sitkamer, eetkamer, kombuis, twee slaapkamers, badkamer, stort en twee toilette.

Buitegeboue: Motorafdak.

Eenhede 20, 21, 22, 24, 25, 26, 30 bestaande uit sitkamer, eetkamer, familiekamer, kombuis, ingangsportaal, drie slaapkamers, twee badkamers, twee storte en drie toilette.

Buitegeboue: Dubbelmotorhuis.

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

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

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

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

Klopper Jonker Ingelyf, Prokureurs vir Eiser, Eerste Verdieping, Terracegebou, 1 Eaton Terrace, Posbus 6, Alberton. (Verw. N2983/EU/PP.)

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

In the matter between Nedcor Bank Limited, Plaintiff, and Mamma Catherine Sebata, Defendant A sale in execution of the undermentioned property is to be held in front of the Magistrate's Court, Hooge Street, Potgietersrus, on 30 June 1995 at 11:00:

Full conditions of sale can be inspected at the offices of the Sheriff of the Supreme Court, First Floor, Munpen Building, 80 Voortrekker Street, Potgietersrus, and will also be read out by the Sheriff prior to the sale in execution.

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

Property: Erf 231, Akasia Extension 2 Township, Registration Division KS, Transvaal, measuring 1 001 square metres, held by virtue of Deed of Transfer T44634/94, also known as 147 Van Riebeeck Road, Potgietersrus.

Improvements: Lounge, three bedrooms, bathroom and kitchen.

Hack Stupel & Ross, Attorneys for Plaintiff, P.O. Box 2000, Pretoria. [Tel. (012) 325-4185.] (Ref. Du Plooy/sv/G2265.)

Case 25802/92

#### IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between The Standard Bank of SA Ltd, Plaintiff, and Mgoibelo Daniel Motshoene, Defendant

In terms of a judgment of the Supreme Court of South Africa (Transvaal Provincial Division) in the above-mentioned suit, a sale will be held at the Sheriff's Office, 23 Rotterdam Road, Evander, on Wednesday, 28 June 1995 at 10:00, of the undermentioned property of the Defendant on the conditions to be read out by the auctioneer at the time of the sale and which conditions may be inspected at the offices of the Sheriff prior to the sale:

All right, title and interest in the leasehold in respect of Lot 8956, eMbalenhle Extension 12 Township, Registration Division IS, Transvaal, measuring 251 (two hundred and fifty-one) square metres, held by Certificate of Registered Grant of Leasehold TL18364/92, subject to the conditions contained therein.

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

Dwelling consisting of lounge, kitchen, bedroom and bathroom/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 VAT, on the day of the sale, the balance against transfer to be secured by a bank or building society guarantee, to be approved by the Plaintiff's attorneys, to be furnished to the Sheriff within fourteen (14) days after the date of sale.

Dated at Pretoria on this the 22nd day of May 1995.

E. M. Eybers, for Adams & Adams, Shorburg, 429 Church Street, Pretoria. [Tel. (012) 320-8500.] (Ref. EME/ep S1869/92.)

Case 25807/92

#### IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between The Standard Bank of SA Ltd, Plaintiff, and Shihandhlane Solomon Shibambu, Defendant

In terms of a judgment of the Supreme Court of South Africa (Transvaal Provincial Division) in the above-mentioned suit, a sale will be held at the Sheriff's Office, 23 Rotterdam Road, Evander, on Wednesday, 28 June 1995 at 10:00, of the undermentioned property of the Defendant on the conditions to be read out by the auctioneer at the time of the sale and which conditions may be inspected at the offices of the Sheriff prior to the sale:

All right, title and interest in the leasehold in respect of Lot 7677, eMbalenhle Extension 11 Township, Registration Division IS, Transvaal, measuring 250 (two hundred and fifty) square metres, held by Certificate of Registered Grant of Leasehold TL60813/92, subject to the conditions contained therein.

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

Dwelling consisting of lounge, kitchen, bedroom and bathroom/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 VAT, on the day of the sale, the balance against transfer to be secured by a bank or building society guarantee, to be approved by the Plaintiff's attorneys, to be furnished to the Sheriff within fourteen (14) days after the date of sale.

Dated at Pretoria on this the 22nd day of May 1995.

E. M. Eybers, for Adams & Adams, Shorburg, 429 Church Street, Pretoria. [Tel. (012) 320-8500.] (Ref. EME/ep S1868/92.)

Case 25806/92

#### IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between The Standard Bank of SA Ltd, Plaintiff, and Nelson Willem Nkabinde, Defendant

In terms of a judgment of the Supreme Court of South Africa (Transvaal Provincial Division) in the above-mentioned suit, a sale will be held at the Sheriff's Office, 23 Rotterdam Road, Evander, on Wednesday, 28 June 1995 at 10:00, of the undermentioned property of the Defendant on the conditions to be read out by the auctioneer at the time of the sale and which conditions may be inspected at the offices of the Sheriff prior to the sale:

All right, title and interest in the leasehold in respect of Lot 7462, eMbalenhle Extension 11 Township, Registration Division IS, Transvaal, measuring 247 (two hundred and fourty-seven) square metres, held by Certificate of Registered Grant of Leasehold TL11452/92, subject to the conditions contained therein.

The following information is furnished re the improvements though in this respect nothing is guaranteed Dwelling consisting of lounge, kitchen, bedroom and bathroom/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 VAT, on the day of the sale, the balance against transfer to be secured by a bank or building society guarantee, to be approved by the Plaintiff's attorneys, to be furnished to the Sheriff within fourteen (14) days after the

Dated at Pretoria on this the 22nd day of May 1995.

E. M. Eybers, for Adams & Adams, Shorburg, 429 Church Street, Pretoria. [Tel. (012) 320-8500.] (Ref. EME/ep S1867/92.).

Case 25797/92

#### IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between The Standard Bank of SA Ltd, Plaintiff, and Mbhazima David Ngoveni, Defendant

In terms of a judgment of the Supreme Court of South Africa (Transvaal Provincial Division) in the above-mentioned suit, a sale will be held at the Sheriff's Office, 23 Rotterdam Road, Evander, on Wednesday, 28 June 1995 at 10:00, of the undermentioned property of the Defendant on the conditions to be read out by the auctioneer at the time of the sale and which conditions may be inspected at the offices of the Sheriff prior to the sale:

All right, title and interest in the leasehold in respect of Lot 7493, eMbalenhle Extension 11 Township, Registration Division IS, Transvaal, measuring 250 (two hundred and fifty) square metres, held by Certificate of Registered Grant of Leasehold

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

Dwelling consisting of lounge, kitchen, bedroom and bathroom/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 VAT, on the day of the sale, the balance against transfer to be secured by a bank or building society guarantee, to be approved by the Plaintiff's attorneys, to be furnished to the Sheriff within fourteen (14) days after the

Dated at Pretoria on this the 22nd day of May 1995.

E. M. Eybers, for Adams & Adams, Shorburg, 429 Church Street, Pretoria. [Tel. (012) 320-8500.] (Ref. EME/ep S1864/92.)

Case 25798/92

#### IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between The Standard Bank of S.A. Ltd, Plaintiff, and Soza Eric Mashakeni, Defendant

In terms of a judgment of the Supreme Court of South Africa (Transvaal Provincial Division) in the above-mentioned suit, a sale will be held at the Sheriff's Office, 23 Rotterdam Road, Evander, on Wednesday, 28 June 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

All right, title and interest in the leasehold of Lot 7405, eMbalenhle Extension 11 Township, Registration Division IS, Transvaal, measuring 425 (four hundred and twenty-five) square metres, held by Certificate of Registered Grant of Leasehold

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

Dwelling consisting of lounge, kitchen, bedroom and bathroom/w.c.

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

Dated at Pretoria this 22nd day of May 1995.

Direct to

E. M. Eybers, for Adams & Adams, Shorburg, 429 Church Street, Pretoria. [Tel. (012) 320-8500.] (Ref. EME/ep \$1863/92.)

Case 25799/92

#### IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between The Standard Bank of S.A. Ltd, Plaintiff, and Malefetsane Simon Motloung, First Defendant, and Pople Motloung, Second Defendant

In terms of a judgment of the Supreme Court of South Africa (Transvaal Provincial Division) in the above-mentioned suit, a sale will be held at the Sheriff's Office, 23 Rotterdam Road, Evander, on Wednesday, 28 June 1995 at 10:00, of the undermentioned property of the Defendants on the conditions to be read out by the auctioneer at the time of the sale and which conditions

All right, title and interest in the leasehold of Lot 7700, eMbalenhle Extension 11 Township, Registration Division IS, Transvaal, measuring 239 (two hundred and thirty-nine) square metres, held by Certificate of Registered Grant of Leasehold The following information is furnished re the improvements though in this respect nothing is guaranteed:

Dwelling consisting of lounge, kitchen, bedroom and bathroom/w.c.

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

Dated at Pretoria this 19th day of May 1995.

E. M. Eybers, for Adams & Adams, Shorburg, 429 Church Street, Pretoria. [Tel. (012) 320-8500.] (Ref. EME/ep S1862/92.)

Case 25793/92

#### IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between The Standard Bank of S.A. Ltd, Plaintiff, and Kereng Jacob Lekalakala, Defendant

In terms of a judgment of the Supreme Court of South Africa (Transvaal Provincial Division) in the above-mentioned suit, a sale will be held at the Sheriff's Office, 23 Rotterdam Road, Evander, on Wednesday, 28 June 1995 at 10:00, of the undermentioned property of the Defendant on the conditions to be read out by the auctioneer at the time of the sale and which conditions may be inspected at the offices of the Sheriff, prior to the sale:

All right, title and interest in the leasehold of Lot 7607, eMbalenhle Extension 11 Township, Registration Division IS, Transvaal, measuring 228 (two hundred and twenty-eight) square metres, held by Certificate of Registered Grant of Leasehold TL80361/91, subject to the conditions therein contained.

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

Dwelling consisting of lounge, kitchen, bedroom and bathroom/w.c.

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

Dated at Pretoria this 19th day of May 1995.

E. M. Eybers, for Adams & Adams, Shorburg, 429 Church Street, Pretoria. [Tel. (012) 320-8500.] (Ref. EME/ep S1861/92.)

Saak 5510/95

#### IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen ABSA Bank Beperk, Eiser, en Hendrik Schalk Bornman, Verweerder

'n Eksekusieverkoping word gehou deur die Balju, Brits, by die kantoor van die Balju te Theogebou, Murraylaan, Brits, op Erf 230, geleë in die dorpsgebied Schoemansville, Registrasieafdeling JQ, Transvaal, groot 1 487 vierkante meter, gehou 23 Junie 1995 om 08:30, van:

kragtens Akte van Transport T21445/94 (beter bekend as Harringtonstraat 29, Schoemansville). Besonderhede van die eiendom en die verbeterings daarop word hiermee verstrek, maar nie gewaarborg nie.

Verbeterings: 'n Baksteenwoonhuis met sinkdak, vinielteëlvloere en volvloermatte, bestaande uit 'n sitkamer, eetkamer, kombuis, drie slaapkamers en badkamer.

Besigtig voorwaardes by die Balju Brits, Theogebou, Murraylaan, Brits.

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

Saak 18661/95

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

In die saak tussen ABSA Bank Bpk., Eiser, en Cornelius Johannes van der Westhuizen, Eerste Verweerder, en Wilhelma Amelia van der Westhuizen, Tweede Verweerder

'n Eksekusieverkoping word gehou deur die Balju, Pretoria-Suid, te Strubenstraat 142, Pretoria, op 21 Junie 1995 om 10:00,

Erf 1302, geleë in die dorpsgebied Elarduspark-uitbreiding 4, Registrasieafdeling JR, Transvaal, groot 1 250 vierkante meter, gehou kragtens Akte van Transport T35312/86 (beter bekend as Attie Pelzerlaan 473, Elarduspark-uitbreiding 4).

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

Verbeterings: 'n Baksteenwoonhuis met teëldak en volvloermatte, bestaande uit 'n sitkamer, gesinskamer, eetkamer, kombuis, drie slaapkamers en twee badkamers. Buitegeboue: Dubbelmotorhuis, bediendekamer en toilet.

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.)

Saak 21654/94 \* 124 5 V

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

In die saak tussen ABSA Bank Bpk., Eiser, en Etienne Johannes den Heyer, Eerste Verweerder, Magdalena Maria Dorothea den Heyer, Tweede Verweerder

'n Eksekusieverkoping word gehou deur die Balju, Pretoria-Suid, te Strubenstraat 142, Pretoria, op 21 Junie 1995 om 10:00, van:

Erf 1365 geleë in die dorpsgebied The Reeds-uitbreiding 5, Registrasieafdeling JR, Transvaal, groot 1 000 vierkante meter, gehou kragtens Akte van Transport T51325/93 (beter bekend as Markotterstraat 85, The Reeds-uitbreiding 5).

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

Verbeterings: 'n Baksteenwoonhuis met teëldak, vinielteëlvloere, bestaande uit 'n sitkamer, eetkamer, kombuis, drie slaapkamers en twee badkamers. Buitegeboue: Enkelmotorhuis en toilet.

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.)

Saak 12708/95

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

In die saak tussen ABSA Bank Bpk., Eiser, en Fred Cloete, Verweerder

'n Eksekusieverkoping word gehou deur die Balju, Pretoria-Noordoos, te NG Sinodalesentrum, Visagiestraat 234, Pretoria, op 20 Junie 1995 om 10:00, om:

Gedeelte 10 van Erf 91 geleë in die dorp East Lynne, Registrasieafdeling JR, Transvaal, groot 742 vierkante meter, gehou kragtens Akte van Transport T69559/93 (beter bekend as Matheelaan 40, East Lynne).

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

Verbeterings: 'n Baksteenwoonhuis met staaldak, vinielteël- en leiklipvloere, bestaande uit 'n sitkamer, kombuis, vier slaapkamers, badkamer met bad en stort en 'n aparte toilet.

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

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

Saak 74631/94

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

In die saak tussen ABSA Bank Bpk., Eiser, en Willem Jacobus Gerhardus Hendrik Engelbrecht, Eerste Verweerder, en Charlotte Engelbrecht, Tweede Verweerder

'n Eksekusieverkoping word gehou deur die Balju, Pretoria-Suid, te Strubenstraat 142, Pretoria, op 21 Junie 1995 om 10:00, van:

Erf 1258, The Reeds-uitbreiding 5-dorpsgebied, Registrasieafdeling JR, Transvaal, groot 1 000 vierkante meter, gehou kragtens Akte van Transport T74662/91 (beter bekend as Versveldstraat 14, The Reeds-uitbreiding 5).

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

Verbeterings: 'n Baksteenwoonhuis met teëldak, vinielteëlvloere en volvloermatte, bestaande uit 'n sitkamer, eetkamer, kombuis, drie slaapkamers en badkamer. Buitegeboue: Motorafdak.

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 11073/94

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

In the matter between Nedcor Bank Limited, Plaintiff, and Solomon Bennet Khumalo, Defendant

On the 23 June 1995 at 11:15 the undermentioned property will be sold in execution at the Sheriff's Offices, 182 Leeuwpoort Street, Boksburg:

Certain right of leasehold in respect of Erf 277, Vosloorus Extension 3, Registration Division IR, the Province of Pretoria-Witwatersrand-Vereeniging, situated at 277 Vosloorus Extension 3, Boksburg.

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

- 1. The sale shall be without reserve, and the property shall, subject to the Magistrates' Courts Act, 1994, 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 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 transfer costs and duties, taxes and other charges payable to the local authority.
  - The risk and benefit in and to the property shall pass to the purchaser on the date of sale.
  - 5. No warranty is given in relation to the nature or description of the improvements.

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

Dated at Boksburg on this the 17th day of May 1995

C. M. Klinkert, for Tuckers Inc., Permanent Building, Commissioner Street, Boksburg. (Tel. 892-3400.) (Ref. Mrs L. Pinheiro/ H01889.)

Case 600/95

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

In the matter between Nedcor Bank Limited, Plaintiff, and Neli Tryphina Juju, Defendant

On the 23 June 1995 at 11:15 the undermentioned property will be sold in execution at the Sheriff's Offices, 182 Leeuwpoort Street, Boksburg:

Certain Erf 933, Vosloorus, Registration Division IR, the Province of Pretoria-Witwatersrand-Vereeniging, situated at 933 Kubeka Street, Vosloorus.

Improvements: Detached single storey brick residence consisting of two bedrooms, bathroom, kitchen and lounge.

- 1. The sale shall be without reserve, and the property shall, subject to the Magistrates' Courts Act, 1994, 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 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 transfer costs and duties, taxes and other charges payable to the local authority.
  - 4. The risk and benefit in and to the property shall pass to the purchaser on the date of sale.
  - 5. No warranty is given in relation to the nature or description of the improvements.

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

Dated at Boksburg on this the 17th day of May 1995

C. M. Klinkert, for Tuckers Inc., Permanent Building, Commissioner Street, Boksburg. (Tel. 892-3400.) (Ref. Mrs L. Pinheiro/ H02059.)

Case 5455/94

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

In the matter between Nedcor Bank Limited, Plaintiff, and Pholoshi Abram Boshego, Defendant

On the 23 June 1995 at 11:15 the undermentioned property will be sold in execution at the Sheriff's Offices, 182 Leeuwpoort Street, Boksburg:

Certain Erf 1890 Vosloorus Extension 1, Registration Division IR, the Province of Pretoria-Witwatersrand-Vereeniging, situated at 1890 Phara Street, Vosloorus Extension 1, Boksburg.

Improvements: Detached single storey brick residence consisting of bedroom, bathroom, kitchen, dining-room, lounge and 1. The sale shall be without reserve, and the property shall, subject to the Magistrates' Courts Act, 1994, and the other outbuildings comprising garage.

- 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 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 transfer costs and duties,
- taxes and other charges payable to the local authority.
  - 4. The risk and benefit in and to the property shall pass to the purchaser on the date of sale.
  - 5. No warranty is given in relation to the nature or description of the improvements.

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

Dated at Boksburg on this the 17th day of May 1995

C. M. Klinkert, for Tuckers Inc., Permanent Building, Commissioner Street, Boksburg. (Tel. 892-3400.) (Ref. Mrs L. Pinheiro/ H01417.)

Saak 52017/94

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

In die saak tussen ABSA Bank Beperk, Eiser, en G R C Eiendomme BK, Eerste Verweerder, en Jacobus Albertus Cilliers Niemandt, Tweede Verweerder

'n Eksekusieverkoping word gehou deur die Balju, Pretoria-Sentraal te N.G. Sinodale Sentrum, Visagiestraat 234, Pretoria op 20 Junie 1995 om 10:00 van:

Resterende Gedeelte van Gedeelte 7 ('n gedeelte van Gedeelte 1) van Erf 226, geleë in die dorp Rietfontein, Registrasie afdeling JR, Transvaal, groot 1 061 vierkante meter, gehou kragtens Akte van Transport T29263/93, beter bekend as Fredrieka straat 794, Rietfontein, Pretoria. Besonderhede van die eiendom en verbeterings daarop word hiermee verstrek, maar nie gewaarborg nie.

Verbeterings: 'n Baksteenwoonhuis met sinkdak, staalplafonne en volvloermatte, bestaande uit 'n ingangsportaal, sitkamer, kombuis, drie slaapkamers, badkamer met bad en toilet en badkamer met stort en toilet. Buitegeboue: Enkelmotorhuis, twee

Die eiendom is gesoneer vir woondoeleindes.

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

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

Case 5924/94

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

In the matter between Nedcor Bank Limited, Plaintiff, and Emily Gedeni, First Defendant, and Sonwabd Godfrey Gedeni, Second Defendant

On 23 June 1995 at 11:15, the undermentioned property will be sold in execution at the Sheriff's Offices, 182 Leeuwpoort Street, Boksburg:

Certain right of leasehold in respect of Erf 924, Vosloorus Extension 2, Registration Division IR, the Province of Pretoria-Witwatersrand-Vereeniging, situated at 924 Vosloorus Extension 2, Boksburg.

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

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

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

Dated at Boksburg on this the 17th day of May 1995.

Tuckers Inc., Permanent Building, Commissioner Street, Boksburg. (Tel. 892-3400.) (Ref. Mrs L. Pinheiro/H0 422.)

Case 19118/94 PH 45

## IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between Nedcor Bank Limited, formerly Nedperm Bank Limited, Plaintiff, and Kriek, Craig Johan, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without reserve and subject to written confirmation by the Plaintiff, will be held at the offices of the Sheriff, Randburg, 8 Elna Randhof, corner of Selkirk and Blairgowrie, Blairgowrie, Randburg, on Tuesday, 20 June 1995 at 10:00, of the undermentioned property of the Defendant on the conditions to be read out by the auctioneer at the time of the sale and which conditions may be inspected at the offices of the Sheriff, Randburg, prior to sale:

- (i) Section 11, as shown and more full described on Sectional Plan SS 92/1993 (hereinafter referred to as the section plan) in the scheme known as Throb Villas, in respect of the land and building or buildings situated at Randparkridge Township, Local Authority, Randburg, according to the said sectional plan is 50 (fifty) square metres in extent (hereinafter referred to as the
- (ii) an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said section plan (hereinafter referred to as the common property). Held under Deed of
- (iii) an exclusive use area described as Parking No. P11, measuring 14 (fourteen) square metres, being as such part of the common property, comprising the land and the scheme known as Throb Villas in respect of the land and build or buildings, situated at Randparkridge Township as shown and more full described on Sectional Plan 92/1993.

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

Main building: Bedroom, bathroom, kitchen and lounge.

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 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  $\frac{1}{3}$ % (three per centum) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand). Dated at Johannesburg this the 16th day of May 1995.

Cliffe Dekker & Todd, Plaintiff's Attorneys, 24th Floor, 78 Fox Street, Johannesburg; P.O. Box 61059, Marshalltown, 2107. Tel. 832-2911.) (Ref. S. von Schirnding/nls MSV824323.)

Case 30298/92 PH 574

### IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between Small Business Development Corporation Ltd, Plaintiff, and Latebotse Venus Motswiane, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office, 49 Kempston Avenue, Benoni, on Thursday, 22 June 1995 at 10:00, of the undermentioned property of the Defendant on the conditions to be read out by the auctioneer at the Sheriff's Office, prior to

All right, title and interest in the leasehold, held in respect of Erf 11526, Daveyton Township, Registration Division IR, Transvaal, measuring 336 square metres, situated at 11526 Sia Street, Daveyton.

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

Description: The improvements on the land are those associated with that of a domestic dwelling comprising of the following:

Kitchen, lounge and two bedrooms.

Outbuildings: Workshop, office, servant's room and outside longdrop.

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

Auctioneer's charges, payable on the 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).

G. L. Bhikha, 12th Floor, Liberty Life Broker Centre, 112 Main Street, P.O. Box 510, Johannesburg. [Tel. (011) 331-9805/6.] (Ref. B11161/S151/Gl.)

> Case 23452/93 PH 574

### IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between Small Business Development Corporation Ltd, Plaintiff, and Boy Andries Sisinyi, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office, 49 Kempston Avenue, Benoni, on Thursday, 22 June 1995 at 10:00, of the undermentioned property of the Defendant on the conditions to be read out by the auctioneer at the Sheriff's Office, prior to

All right, title and interest in the leasehold, held in respect of Erf 11821, Daveyton Township, Registration Division IR, the sale: Transvaal, measuring 669 square metres, situated at 11821 Tlokwa Street, Daveyton.

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

Description: The improvements on the land are those associated with that of a domestic dwelling comprising of the following:

Three bedrooms, bathroom, lounge/family room, dining-room, entrance hall, patio, kitchen/scullery, porch, court yard, single garage, servant's room, servant's toilet, study, fencing and concrete slab paving.

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

Auctioneer's charges, payable on the 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).

G. L. Bhikha, 12th Floor, Liberty Life Broker Centre, 112 Main Street, P.O. Box 510, Johannesburg. [Tel. (011) 331-9805/6.] (Ref. B11377/S175/GI.)

Saak 2114/94

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

In die saak tussen N B S Bank Beperk, Eiser, en D. C. en M. S. du Buson, Verweerders

Geliewe kennis te neem dat ingevolge uitspraak van bogemelde Agbare Hof gedateer 30 Maart 1995, en daaropvolgende lasbrief vir eksekusie hiernagemelde eiendom op 23 Junie 1995 om 09:00, te die Landdroskantore, Nigel, geregtelik verkoop sal word, naamlik:

Erf 80, Nigel.

Geliewe verder kennis te neem dat die verkoopvoorwaardes by die kantore van die Balju, Kerkstraat 69, Nigel, ter insae sal lê en behels onder andere die volgende:

- 1. Tien persent (10%) van koopsom op datum van veiling.
- 2. Balans koopsom, plus rente binne 14 (veertien) dae vanaf datum van veiling.
- Besit onderhewig aan enige huurkontrak.
- 4. Reserweprys wat op veiling aangekondig sal word.

Geteken te Nigel op hede die 27ste dag van April 1995.

J. J. van Huyssteen, vir Lockett, Etsebeth, Liebenberg & Van Huyssteen, Prokureurs van die Eiser, Plesamgebou, Tweede Laan, Nigel. (Verw. mnr. Van Huyssteen/N1069.)

Saak 279/94

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

In die saak tussen N B S Bank Beperk, Eiser, en M. A. Hendricks, Verweerder

Geliewe kennis te neem dat ingevolge uitspraak van bogemelde Agbare Hof gedateer 4 Mei 1994, en daaropvolgende lasbrief vir eksekusie hiernagemelde eiendom op 23 Junie 1995 om 09:00, te die Landdroskantore, Nigel, geregtelik verkoop sal

Erf 594, Alrapark, Nigel.

Geliewe verder kennis te neem dat die verkoopvoorwaardes by die kantore van die Balju, Kerkstraat 69, Nigel, ter insae sal lê en behels onder andere die volgende:

- 1. Tien persent (10%) van koopsom op datum van veiling.
- 2. Balans koopsom, plus rente binne 14 (veertien) dae vanaf datum van veiling.
- Besit onderhewig aan enige huurkontrak.
- 4. Reserweprys wat op veiling aangekondig sal word.

Geteken te Nigel op hede die 22ste dag van April 1995.

J. J. van Huyssteen, vir Lockett, Etsebeth, Liebenberg & Van Huyssteen, Prokureurs van die Eiser, Plesamgebou, Tweede Laan, Nigel. (Verw. mnr. Van Huyssteen/EDM/N881.)

Case 7541/91

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

In the matter between United Bank Limited, Plaintiff/Execution Creditor, and Estate Late Sigoli Adolphus Solontsi, Defendant/Execution Debtor

In pursuance of a judgment in the Court of the Magistrate of Springs dated 27 January 1992 and a writ of execution issued pursuant to this judgment, the following will be sold in execution without reserve to the highest bidder on 23 June 1995 at 15:00, at the offices of the Sheriff, Magistrate's Court, 66 Fourth Street, Springs:

Certain: Erf 11345, kwaThema Township, Registration Division IR, Transvaal, measuring 294 (two hundred and ninety-four) square metres, held by the Defendant under Title Deed TL31852/1985.

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

Main building: Brick building under tiled roof consisting of lounge, dining-room, kitchen, three bedrooms, laundry, bathroom/ toilet, toilet/shower and stoep.

Outbuildings: Garage (precast) and fencing.

- 1. Terms: The purchase price shall be paid as to 10% (ten per centum) thereof on the date of the sale and the unpaid balance shall be paid or secured by an acceptable bank or building society guarantee, to be delivered by the purchaser to the Execution Creditor's attorneys, within 14 (fourteen) days of date of the said sale.
- 2. Conditions of sale: The full conditions of sale may be inspected prior to the date of sale at the office of the Sheriff, Magistrate's Court, 66 Fourth Street, Springs.

Dated at Springs this 15th day of May 1995.

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

Case 81/92

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

n the matter between United Bank Plaintiff/Execution Creditor, and Sillo Simon Thipe, First Defendant/Execution Debtor, and Letty Sombu Mtshokosha Thipe, Second Defendant/Execution Debtor

In pursuance of a judgment in the Court of the Magistrate of Springs dated 25 February 1992 and a writ of execution issued sursuant to this judgment, the following will be sold in execution without reserve to the highest bidder on 23 June 1995 at 15:00, at the offices of the Sheriff, Magistrate's Court, 66 Fourth Street, Springs:

Certain: The Defendant's right, title and interest to and in Erf 10438, kwaThema Township, Registration Division IR, ransvaal, measuring 266 (two hundred and sixty-six) square metres, held by the Defendants under Certificate of Right of Improvements: The following improvements on the property are reported although in this respect nothing is guaranteed: Main building: Brick building under tile roof consisting of kitchen, lounge, three bedrooms, bathroom and toilet.

- Outbuilding: Garage. 1. Terms: The purchase price shall be paid as to 10% (ten per centum) thereof on the date of the sale and the unpaid balance shall be paid or secured by an acceptable bank or building society guarantee, to be delivered by the purchaser to the Execution Creditor's attorneys, within 14 (fourteen) days of date of the said sale.
- 2. Conditions of sale: The full conditions of sale may be inspected prior to the date of sale at the office of the Sheriff, Magistrate's Court, 66 Fourth Street, Springs.

Dated at Springs this 15th day of May 1995.

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

Case 7464/94

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

In the matter between United Bank (a Division of ABSA Bank Ltd), Plaintiff/Execution Creditor, and Willem Jesevus Jacobus Petrus van Aswegen, First Defendant/Execution Debtor, and Mara Malinda van Aswegen, Second Defendant/Execution Debtor, and Thekley Catherine Papastylianos, Third Defendant/Execution Debtor

In pursuance of a judgment against the First and Second Defendants/Execution Debtors in the Court of the Magistrate of Springs, dated 14 February 1995, and a writ of execution issued pursuant to this judgment, the following will be sold in execution without reserve to the highest bidder on 23 June 1995 at 15:00, at the offices of the Sheriff, Magistrate's Court, 66 Fourth Street, Springs:

Certain Erf 693, Springs Township, Registration Division IR, Transvaal, measuring 495 (four hundred and ninety-five) square metres, held by the Defendant under Deed of Transfer T5429/94.

Improvements: The following improvements on the property are reported (although in this respect nothing is guaranteed): Main buildings: Brick building under iron roof consisting of three bedrooms, lounge, dining-room, kitchen, bathroom. Outbuildings: Garage, servant's room, flat with lounge, bathroom and bedroom.

- 1. Terms: The purchase price shall be paid as to 10% (ten per centum) thereof on the date of the sale and the unpaid balance shall be paid or secured by an acceptable bank or building society guarantee, to be delivered by the purchaser to the Execution Creditor's Attorneys, within 14 (fourteen) days of date of the said sale.
- 2. Conditions of sale: The full conditions of sale may be inspected prior to the date of sale at the office of the Sheriff, Magistrate's Court, 66 Fourth Street, Springs.

Dated at Springs this 15th day of May 1995.

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

Case 7820/94

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

In the matter between United Bank (a Division of ABSA Bank Ltd), Plaintiff/Execution Creditor, and Tlapane Obed More, First Defendant/Execution Debtor, and Olga Ntombikhulu More, Second Defendant/Execution Debtor

In pursuance of a judgment in the Court of the Magistrate of Springs, dated 1 February 1995, and a writ of execution issued pursuant to this judgment, the following will be sold in execution without reserve to the highest bidder on 23 June 1995 at 15:00, at the offices of the Sheriff, Magistrate's Court, 66 Fourth Street, Springs:

Certain 1309 Selcourt Township, Registration Division IR, Transvaal, measuring 1 226 (one thousand two hundred and twenty-six) square metres, held by the Defendant under Deed of Transfer T7538/94.

Improvements: The following improvements on the property are reported (although in this respect nothing is guaranteed): Main buildings: House is still being built, consisting of lounge, passage, dining-room, three bedrooms, two bathrooms, toilet, kitchen, family room. Outbuildings: Double garage.

- 1. Terms: The purchase price shall be paid as to 10% (ten per centum) thereof on the date of the sale and the unpaid balance shall be paid or secured by an acceptable bank or building society guarantee, to be delivered by the purchaser to the Execution Creditor's Attorneys, within 14 (fourteen) days of date of the said sale.
- 2. Conditions of sale: The full conditions of sale may be inspected prior to the date of sale at the office of the Sheriff, Magistrate's Court, 66 Fourth Street, Springs.

Dated at Springs this 15th day of May 1995.

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

Case 8250/94

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

In the matter between United Bank (a Division of ABSA Bank Ltd), Plaintiff/Execution Creditor, and Catharina Petronella Berends, First Defendant/Execution Debtor, and Franciscus Josephus Berends, Second Defendant/Execution Debtor

In pursuance of a judgment in the Court of the Magistrate of Springs, dated 10 April 1995, and a writ of execution issued pursuant to this judgment, the following will be sold in execution without reserve to the highest bidder, on 23 June 1995 at 15:00, at the offices of the Sheriff, Magistrate's Court, 66 Fourth Street, Springs:

Certain Erf 722, Strubenvale Township, Registration Division IR, Transvaal, measuring 1 670 (one thousand six hundred and seventy) square metres, held by the Defendant under Deed of Transfer T23088/79.

Improvements: The following improvements on the property are reported (although in this respect nothing is guaranteed): Main buildings: Plastered walls under iron roof consisting of three bedrooms, lounge, kitchen, dining-room, two bathrooms.

- 1. Terms: The purchase price shall be paid as to 10% (ten per centum) thereof on the date of the sale and the unpaid balance shall be paid or secured by an acceptable bank or building society guarantee, to be delivered by the purchaser to the Execution Creditor's Attorneys, within 14 (fourteen) days of date of the said sale.
- 2. Conditions of sale: The full conditions of sale may be inspected prior to the date of sale at the office of the Sheriff, Magistrate's Court, 66 Fourth Street, Springs.

Dated at Springs this 15th day of May 1995.

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

Case 1325/95

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

In the matter between United Bank (a Division of ABSA Bank Ltd), Plaintiff/Execution Creditor, and Mary Jane Kgogo, Defendant/Execution Debtor

In pursuance of a judgment in the Court of the Magistrate of Springs, dated 9 March 1995, and a writ of execution issued pursuant to this judgment, the following will be sold in execution without reserve to the highest bidder on 23 June 1995 at 15:00 at the offices of the Sheriff, Magistrate's Court, 66 Fourth Street, Springs:

Certain Erf 618, Selcourt Township, Registration Division IR, Transvaal, measuring 1 115 (one thousand one hundred and fifteen) square metres, held by the Defendant under Deed of Transfer T26476/94.

Improvements: The following improvements on the property are reported (although in this respect nothing is guaranteed): Main buildings: Brick building under tile roof consisting of three bedrooms, TV-room, lounge, dining-room, kitchen, study, bathroom, toilet. Outbuildings: Two garages, washroom, outside toilet, zozo hut and swimming-pool.

- 1. Terms: The purchase price shall be paid as to 10% (ten per centum) thereof on the date of the sale and the unpaid balance shall be paid or secured by an acceptable bank or building society guarantee, to be delivered by the purchaser to the Execution Creditor's Attorneys, within 14 (fourteen) days of date of the said sale.
- 2. Conditions of sale: The full conditions of sale may be inspected prior to the date of sale at the office of the Sheriff, Magistrate's Court, 66 Fourth Street, Springs.

Dated at Springs this 15th day of May 1995.

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

Saak 1071/94

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

In die saak tussen ABSA Bank Beperk (Allied Bank Divisie), Eiser, en Jaime Firmino de Andrade, Verweerder

Ingevolge 'n vonnis van die Landdroshof vir die distrik Bethal, gedateer 16 September 1994, en 'n lasbrief vir eksekusie uitgereik deur die Klerk van die Hof op 16 September 1994, sal die ondervermelde vaste eiendom op 23 Junie 1995 om 11:00, voor die Landdroskantoor te Kamer 83, Bethal, deur die Balju van die Landdroshof Bethal verkoop word aan die persoon wat die hoogste bod maak, nl:

Erf 398, geleë in die dorp Bethal, Registrasieafdeling IS, Oos-Transvaal, groot 2 855 (tweeduisend agthonderd vyf-en-vyftig) vierkante meter, gehou kragtens Akte van Transport T19419/1984. Die eiendom is verbeter.

Woonhuis bestaan uit drie slaapkamers, badkamer met aparte toilet, voorportaal, kombuis met opwas en waskamer, sitkamer en eetkamer. Buitegeboue: Garage, bediendekamer met toilet en stoorkamer.

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

- (a) Die koper moet onmiddellik nadat die bod op hom toegeslaan is 10% (tien persent) van die koopprys aan die Balju betaal en vir die balans van die koopprys moet die koper 'n bank- of bouverenigingwaarborg aan die Balju van die Landdroshof Bethal, lewer binne 14 (veertien) dae na datum van verkoping.
  - (b) Die koper sal verplig wees om onmiddellik na die bod op hom toegeslaan is, die verkoopvoorwaardes te onderteken.
- (c) Die koper sal aanspreeklik wees vir rente, hereregte, transportkoste en agterstallige belastings indien enige, asook ander uitgawes wat nodig is om transport te laat geskied.

Geteken te Ermelo hierdie 15de dag van Mei 1995.

Bekker, Brink en Brink, Unitedgebou, Kerkstraat 60, Privaatsak X9018, Ermelo, 2350. (Verw. mnr. Papenfus/dc/SPD019.)

Case 28197/94 PH 196

#### IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between NBS Bank Limited, Plaintiff, and Selepe, Lifile Moses, First Defendant, and Moja, Mankonko Sarah, 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, Halfway House/Alexandra, Block D, First Floor, Lochner Park, corner of Richard Drive and Suttie Street, Halfway House, on 21 June 1995 at 14:30, of the undermentioned property of the Defendants on the conditions which will lie for inspection at the offices of the Sheriff, Halfway House/Alexandra, Block D, First Floor, Lochner Park, corner of Richard Drive and Suttie Street, Halfway House, prior to the sale:

Erf 1234, in the Township of Alexandra Extension 5, Registration Division IR, Province of Pretoria-Witwatersrand-Vereeniging, in extent 140 (one hundred and forty) square metres, situated at 1234 Alexandra Gardens, Alexandra Extension 5.

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 vinyl tiles, comprising lounge, kitchen, two bedrooms, bathroom and w.c. Outbuildings: Boundary fencing.

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

Dated at Johannesburg on this the 4th day of May 1995.

Melman & McCarthy, Plaintiff's Attorneys, Suite 301, His Majesty's Building, Joubert Street, Johannesburg. (Tel. 838-4731.) (Ref. D. McCarthy/J. Soma/MN6337.)

Saak 407/94

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

In die saak tussen NBS Bank, Eiser, en S. J. Simelane, Verweerder

Ten uitvoerlegging van 'n vonnis, sal die ondergemelde goedere op 27 Junie 1995 om 11:00, deur die Balju vir die Landdroshof Volksrust, by die Landdroskantoor te Volksrust, per openbare veiling verkoop word aan die hoogste bieder vir kontant, naamlik:

Erf 1570, geleë in die dorpsgebied Vukusakhe, Registrasieafdeling HS, Transvaal, groot 496 (vierhonderd ses-en-negentig) vierkante meter, gehou kragtens Akte van Transport TL15328/87.

Die eiendom is verbeter met 'n woonhuis.

1. Die belangrikste voorwaarde is dat die verkoping voetstoots geskied sonder reserwe en dat 10% (tien persent) van die koopprys op die dag van verkoping in kontant en die restant by registrasie waarvoor 'n bankwaarborg binne 14 dae na datum van verkoping gelewer moet word.

Geteken te Volksrust op hierdie 4de dag van Mei 1995.

Coetzee Spoelstra & Van Zyl Ing., Prokureurs vir Eiser, Laingsnekstraat 11, Posbus 86, Volksrust, 2470. [mev. Spoelstra/i.6695(359).]

Saak 511/95

## IN DIE LANDDROSHOF VIR DIE DISTRIK NIGEL GEHOUTE NIGEL

In die saak tussen NBS Bank Beperk, Eiser, en D. Prinsloo, Eerste Verweerder, en C. M. Prinsloo, Tweede Verweerder

Geliewe kennis te neem dat ingevolge uitspraak van bogemelde Agbare Hof gedateer 30 Maart 1995, en daaropvolgende lasbrief vir eksekusie die hiernagemelde eiendom op 23 Junie 1995 om 09:00, te die Landdroskantore, Nigel, geregtelik verkoop

Erf 55, Visagie Park, Nigel (beter bekend as Tuliplaan 13, Visagie Park, Nigel).

Geliewe verder kennis te neem dat die verkoopvoorwaardes by die kantore van die Balju, Kerkstraat 69, Nigel, ter insae sal lê en behels onder andere die volgende:

1. Tien persent van koopsom op datum van veiling.

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- 2. Balans koopsom, plus rente binne 14 (veertien) dae vanaf datum van veiling.
- Besit onderhewig aan enige huurkontrak.
- 4. Reserve prys wat op veiling aangekondig sal word.

Geteken te Nigel op hede die 22ste dag van April 1995.

J. J. van Huyssteen, vir Lockett, Etsebeth, Liebenberg & Van Huyssteen, Prokureurs van die Eiser, Plesamgebou, Tweede Laan, Nigel. (Verw. mnr. Van Huyssteen/EDM/N1122.)

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Case 69953/94

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PRETORIA

In the matter between NBS Bank Limited (Reg. No. 87/01384/06), Plaintiff, and Jeanette Greeff Gersbach, 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 N.G. Sinodale Centre, 234 Visagie Street, Pretoria, on 25 July 1995 at 10:00, to the highest bidder:

- (a) Certain Portion 13, as shown and more fully described on Sectional Plan SS30/89, in the scheme known as Lancaster Court, in respect of the land and building situated at Pretoria, Local Authority: City Council of Pretoria, measuring with a floor area of 91 square metres, situated at 202 Lancaster Court, 518 Van der Walt Street, Pretoria.
- (b) An undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan.

Terms and conditions:

- 1. The property will be sold without reserve to the highest bidder and will be subject to the regulations and conditions of the Magistrates' Courts Act and rules proclaimed thereunder and of the regulations of the Title Deeds Act where applicable.
  - 2. The following improvements are known of which nothing is guaranteed:

Description of property: Flat: Lounge/dining-room, kitchen, one and a half bedrooms, bathroom, w.c. and entrance hall. Outbuildings: Garden, swimming-pool, drying area and parking.

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

Conditions: The full conditions of sale may be inspected at the Sheriff's office, at Messcor House, 30 Margaretha Street, Pretoria Central.

Signed at Pretoria on this 18th day of May 1995.

Shapiro & De Meyer Inc., Third Floor, Shapiro Chambers, Bureau Lane, Pretoria. (Ref. Mrs Kartoudes/lf/N1372.)

Case 70446/94

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

In the matter between Transnet Limited, trading as Transnet Housing, Plaintiff, and Bednego Mfanimpela Methula, Defendant In pursuance of a judgment of the Magistrate's Court, Durban, dated 9 January 1995 and a warrant of execution issued thereafter, the immovable property which is described hereunder will be sold in execution, by the Sheriff of Magistrate's Court, Ermelo, on 28 June 1995 at 11:00, at the Magistrate's Court, Ermelo, without reserve.

Property description: Erf 2032, Wesselton, Registration Division IT, Transvaal, in extent 307 (three hundred and seven) square metres held under Deed of Transfer TL13817/92 subject to the conditions therein contained.

Physical address of property: Erf 2032, Wesselton, Ermelo.

Zoning of property: Special Residential.

Improvement of property (but nothing is guaranteed): With improvements.

- 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 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, Ermelo,
  - 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 transfer costs including arrear and current rates, sewerage connection costs (if any), taxes, levies and other charges necessary to effect transfer on
- 6. The full conditions of sale may be inspected at the offices of the Sheriff for the Magistrate's Court, 15 Jan van Riebeeck Street, Ermelo.

Dated at Durban on this 11th day of May 1995.

Woodhead Bigby & Irving, Plaintiff's Attorneys, 650 Mansion House, 12 Field Street, Durban. (Ref. AVL/sh/09T3808A4.)

Case 14131/93

### IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between The Standard Bank of South Africa Limited, Plaintiff, and Wilhelm George Röth, 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 Thursday, 29 June 1995, in front of the Magistrate's Office, Vierde Laan, Thabazimbi:

Erf 407, situated in Leeupoort Holiday Town, Extension 3, Registration Division KQ, Transvaal, measuring 400 square metres, held by the Defendant under Deed of Transfer T65370/91, situated in Grysappelpaadjie at Leeupoort Holiday Town, approximately 45 km from Thabazimbi.

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

Clinker brick dwelling with tiled roof, open plan design with standard finishings and big veranda under tiled roof with braai

Terms: 10% (ten per cent) of the purchase price in cash on the day of the sale, the balance against transfer, to be secured facilities. 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, Thabazimbi.

D. J. Fourie, for MacRobert De Villiers Lunnon & Tindall Inc., 348 Standard Bank Centre, 291 Church Street, Pretoria. (Tel. 325-1501.) (Ref. R338683/tg.)

Saak 14146/91

## IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen Nedperm Bank Beperk, Eiser, en S. Nyakeni, Eerste Verweerder, en T. E. Nyakeni, Tweede Verweerder

Ter uitwinning van vonnisse van die Hooggeregshof van Suid-Afrika (Transvaalse Provinsiale Afdeling) in ondergemelde saak, soos deur Nedcor Bank Beperk, verkry sal 'n verkoping sonder 'n reserweprys gehou word te Balju, Wonderboom, Gedeelte 83, De Onderstepoort (noord van Sasko Meule), ou Warmbadpad, Bon Accord, Pretoria-Noord, op 23 Junie 1995 om 11:00, van die ondervermelde eiendom van die Verweerders op die voorwaardes wat deur die vendusie-afslaer gelees word ten tye van die verkoping en welke voorwaardes by die kantore van die Balju, Wonderboom, voor die verkoping ter insae sal lê:

Eiendom: "Erf 1288, Block BB, Sonshanguve, Residential Area of Soshanguve, District of the District Representative, Department of Development Aid, Soshanguve," Registrasieafdeling JR, Transvaal, groot 582 (vyf agt twee) vierkante meter, gehou kragtens Akte van Transport T28460/1992.

Beskrywing: Woonhuis bestaande uit drie slaapkamers, kombuis, sitkamer, badkamer en motorhuis.

Verwysing: M. E. Goosen/MB/701/94.

Terme: Die koper moet 'n deposito van 10% (ten persent) van die koopprys kontant op die dag van die verkoping betaal, die balans betaalbaar teen die transport en verseker te word deur 'n waarborg van 'n bank of bougenootskap wat deur die Eiser se prokureurs goedgekeur is, die waarborg aan die Balju binne dertig (30) dae na datum van die verkoping verstrek te word.

Die koper moet afslaersgelde op die dag van die verkoping betaal en ook hereregte, transportkoste en agterstallige betalings en ander uitgawes wat nodig is om transport te laat geskied, op versoek van die prokureur van die vonnisskuldeiser.

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

Coetzee, S.A.L.U.-gebou, 15de Verdieping, hoek van Andries- en Schoemanstraat, Pretoria. (Tel. 320-8101/3/5/6.) (Verw. E. Goosen/MB.)

Saak 15138/94

### IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen Die Stadsraad van Pretoria, Eiser, en Mashem Properties (Edms.) Beperk, Verweerder

'n Verkoping word gehou te die Baljukantore, Pretoria-Noordoos, op 20 Junie 1995 om 10:00, te die Sinodale NG Kerksentrum, Visagiestraat 234, Pretoria:

Erf 154, East Lynne-uitbreiding 1, Registrasieafdeling JR, Transvaal, groot 1 704 vierkante meter, gehou kragtens Akte var Transport T92706/92, ook bekend as Meeustraat 41, East Lynne.

Die eiendom sal verkoop word onderhewig aan die verkoopvoorwaardes wat ter insae lê by die kantoor van die Balju Pretoriusstraat 1210, Hatfield, Pretoria.

Geteken te Pretoria hierdie 18de dag van Mei 1995.

Couzyn Hertzog & Horak Ing., Praetor Forumgebou, Van der Waltstraat, Pretoria. (Tel. 322-8780.) (Verw. Kruse/RM/S.472.)

Saak 3472/94

### IN DIE LANDDROSHOF VIR DIE DISTRIK HOËVELDRIF GEHOU TE EVANDER

In die saak tussen ABSA Bank Beperk, handelende as Allied Bank, Eiser, en Mathe Elias Ngwenya, Eerste Verweerder, en Lindiwe Elizabeth Ngwenya, Tweede Verweerder

In opvolging van 'n vonnis toegestaan in die Landdroshof van Evander en lasbrief vir eksekusie gedateer 29 November 1994, sal die eiendom hieronder genoem verkoop word in eksekusie op 21 Junie 1995 om 12:00, by die Balju se Kantore, Evander, aan die hoogste bieër vir kontant, naamlik:

Eiendomsbeskrywing: Sitkamer, kombuis, twee slaapkamers, badkamer, toilet, teëldak en omhein aan drie kante.

Eiendom: Erf 5269, eMbalenhle-uitbreiding 9, Registrasieafdeling IS, Transvaal, groot 350 (driehonderd en vyftig) vierkante meter, gehou kragtens Akte van Transport TL71136/89, geleë te Mazimkhulustraat 5269, eMbalenhle.

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

Die belangrikste voorwaardes daarin vervat is:

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

Gedateer te Secunda op 15 Mei 1995.

J. Jacobs, vir Cronje, De Waal & Van der Merwe, Eerste Verdieping, Unitedgebou, Posbus 48, Secunda, 2302. (Verwys: Jacobs/emcd/A866.)

Saak 3386/94

## IN DIE LANDDROSHOF VIR DIE DISTRIK HOËVELDRIF GEHOU TE EVANDER

In die saak tussen ABSA Bank Beperk, handelende as Allied Bank, Eiser, en Tshoane John Kganedi, Verweerder

In opvolging van 'n vonnis toegestaan in die Landdroshof van Evander en lasbrief vir eksekusie gedateer 9 November 1994, sal die eiendom hieronder genoem verkoop word in eksekusie op 21 Junie 1995 om 12:00, by die Balju se Kantore, Evander, aan die hoogste bieër vir kontant, naamlik:

Eiendomsbeskrywing: Sitkamer, twee slaapkamers, kombuis, badkamer, toilet en draadomheining.

Eiendom: Erf 8945, eMbalenhle-uitbreiding 12, Registrasieafdeling IS, Transvaal, groot 250 (tweehonderd en vyftig) vierkante meter, gehou kragtens Akte van Transport TL46966/1991, geleë te Erf 8945, eMbalenhle-uitbreiding 12.

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

Die belangrikste voorwaardes daarin vervat is:

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

Gedateer te Secunda op 16 Mei 1995.

J. Jacobs, vir Cronje, De Waal & Van der Merwe, Eerste Verdieping, Unitedgebou, Posbus 48, Secunda, 2302. (Verwys: Jacobs/emcd/A.859.)

Case 02115/95

#### IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between Allied Bank, Plaintiff, and Albert Tseliso Maqelepo, First Defendant, and Nancy Maqelepo, Second Defendant

In pursuance of a judgment of the above Honourable Court and writ of execution the Defendants' right, title and interest in and to the following property shall be sold in execution by the Sheriff, on Friday, 23 June 1995 at 11:00, at the Sheriff Supreme Court's Office, 439 Prince George Avenue, Brakpan, without reserve to the highest bidder:

Certain Erf 172, Tsakane Extension 1 Township, Registration Division IR, Transvaal, also known as Stand 172, Tsakane Extension 1, Tsakane, Brakpan, measuring 610 square metres, held by Certificate of Registered Grant of Leasehold

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

Dwelling-house: Brick building with tiled roof, with kitchen, lounge, dining-room, three bedrooms, bathroom, toilet and enclosed yard with wire fencing.

Conditions of sale:

- 1. The property shall be sold without reserve and to the highest bidder and shall be subject to the title deeds in so far as these are applicable.
- 2. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price as well as the auctioneer's commission in cash on the day of the sale and the balance against transfer to be secured by a bank guarantee to be approved by Plaintiff's attorney, to be furnished to the Sheriff within 14 (fourteen) days after the date of sale.
- 3. The full conditions of sale which will be read out immediately prior to the sale may be inspected at the Sheriff of the Supreme Court's Office, 439 Prince George Avenue, Brakpan.

Dated at Springs on this the 15th day of May 1995.

B. Cooper, for Ivan Davies Theunissen, Plaintiff's Attorneys, IDT Building, 64 Fourth Street, Springs. (Tel. 812-1050.) (Ref. Mr Cooper/JD/B03195.)

Case 6671/90

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

In the matter between Allied Building Society, Plaintiff, and L. S. Shabe, Defendant

In pursuance of a judgment in the Court of the Magistrate of Brakpan and writ of execution dated 28 February 1995 the property listed hereunder will be sold in execution on 23 June 1995 at 11:00, at the premises of the Sheriff of the Court, 439 Prince George Avenue, Brakpan, to the highest bidder:

Certain: All right, title and interest in the leasehold in respect of Lot 173, Tsakane Extension 1 Township, Registration Division IR, Transvaal, measuring 610 (six hundred and ten) square metres, held under Certificate of Registered Grant of Leasehold TL25179/1987.

The property is defined as a Residential stand, situated at 173 Tsakane Extension 1, Brakpan.

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

Main building: Brick and painted plaster walls under tiled roof consisting of lounge, kitchen, four bedrooms and bathroom. Outbuildings: Single garage. Wire fencing and pre-cast walls.

The material conditions of sale are:

- (a) The sale will be held by public auction and without reserve and will be voetstoots;
- (b) immediately after the sale the purchaser shall sign the conditions of sale, which can be inspected at the Sheriff of the Court's Office, Brakpan;
- (c) the purchaser shall pay all amounts necessary to obtain transfer of the property, including all costs of transfer, transfer duty, rates, taxes, licences, sanitary fees, interest, etc.
- (d) The purchase price shall be paid at to 10% (ten per centum) thereof or R500 (five hundred rand) whichever is the greater, on he day of the sale and the unpaid balance, together with interest on the full amount of the Judgment Creditor's claim at the rate specified in the full conditions of sale, to date of payment, within 14 (fourteen) days, to be paid or secured by a bank or building society guarantee.
  - (e) The property shall be sold subject to any existing tenancy.
- (f) Failing compliance with the provisions of the conditions of sale, the purchaser shall forfeit for the benefit of the Execution Creditor, the deposit referred to in (d) above, without prejudice to any claim against him for damages.

The full conditions of sale may be inspected at the offices of the Sheriff of the Magistrate's Court.

Dated at Brakpan this 15th day of May 1995.

P. J. Cowling, for Trollip Cowling & Janeke, First Floor, Market Building, 610 Voortrekker Street, P.O. Box 38, Brakpan. (Tel. 744-3924.) (Ref. Mr Cowling/BRV/C267/88.)

Saak 25425/94

#### IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

Witwatersrandse Plaaslike Afdeling)

In die saak tussen NBS Bank Limited, Eiser, en Majezi, Sipho, Eerste Verweerder, en Majezi, Cynthia Nosipho, Tweede Verweerder

Ter uitwinning van 'n vonnis van die Hooggeregshof van Suid-Afrika (Witwatersrandse Plaaslike Afdeling) in bogemelde saak sal 'n verkoping sonder 'n reserweprys gehou word te die kantore van die Balju, Eerste Verdieping, Terracegebou, Eaton Terrace 1, Alberton, op Dinsdag, 27 Junie 1995 om 10:00, van die ondergemelde eiendom van die Verweerders wat deur die Balju gelees sal word ten tye van die verkoping en welke voorwaardes by die kantore van die Balju van die Hooggeregshof, Alberton, voor die verkoping ter insae sal lê:

Sekere: Erf 273, Siluma View-dorpsgebied, Registrasieafdeling IR, Transvaal, gehou deur Sipho Majezi en Cynthia Nosipho Majezi onder Akte van Transport TL10496/90, bekend as Erf 273, Siluma View-dorpsgebied, groot 329 vierkante meter. Sonering: Residensieel. Spesiale gebruiksvergunning en voorwaardes: Geen.

Verbeterings: Hoofgebou bestaande uit teëldak met gepleisterde mure bestaande uit sitkamer, kombuis, twee slaapkamers, badkamer met toilet, en buitegeboue: Omheining.

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

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

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

Gedateer te Alberton op hede die 16de dag van Mei 1995.

Klopper Jonker Ing., Prokureurs vir Eiser, Eerste Verdieping, Terracegebou, Eaton Terrace 1, Alberton; Posbus 6, Alberton, p.a. Docex 216, Presidentstraat 84, Johannesburg. (Verw. N2790/EU/PP.)

Saak 4675/95

#### IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Witwatersrandse Plaaslike Afdeling)

In die saak tussen **NBS Bank Limited**, Eiser, en **Mahlatsi, Joseph Moekets**, Eerste Verweerder, en **Mahlatsi, Stella, T**weede Verweerder

Ter uitwinning van 'n vonnis van die Hooggeregshof van Suid-Afrika (Witwatersrandse Plaaslike Afdeling) in bogemelde saak sal 'n verkoping sonder 'n reserweprys gehou word te die kantore van die Balju, Eerste Verdieping, Terracegebou, Eaton Terrace 1, Alberton, op Dinsdag, 27 Junie 1995 om 10:00, van die ondergemelde eiendom van die Verweerders wat deur die Balju gelees sal word ten tye van die verkoping en welke voorwaardes by die kantore van die Balju van die Hooggeregshof, Alberton, voor die verkoping ter insae sal lê:

Sekere: Erf 663, Roodekop-dorpsgebied, Registrasieafdeling IR, Transvaal, gehou deur Joseph Moekets Mahlatsi en Stella Mahlatsi onder Akte van Transport T38391/94, bekend as Klipspringerstraat 77, Roodekop, groot 805 vierkante meter, sonering Residensieel. Spesiale gebruiksvergunnings en voorwaardes: Geen.

Verbeterings: Hoofgebou bestaande uit teëldak met gepleisterde mure bestaande uit sitkamer, kombuis, twee slaapkamers, een en 'n halfwe badkamer, stort en toilet. Buitegebou: Toilet.

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

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

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

Gedateer te Alberton op hede die 5de dag van Mei 1995.

Klopper Jonker Ing., Prokureurs vir Eiser, Eerste Verdieping, Terracegebou, Eaton Terrace 1, Alberton; Posbus 6, Alberton, p.a. Docex 216, Presidentstraat 84, Johannesburg. (Verw. N3001/EU/PP.)

Saak 6767/95

#### IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Witwatersrandse Plaaslike Afdeling)

In die saak tussen NBS Bank Limited, Eiser, en Inch, Ian Charles Campbell, Eerste Verweerder, en Inch, Lidia Louise, Tweede Verweerder

Ter uitwinning van 'n vonnis van die Hooggeregshof van Suid-Afrika (Witwatersrandse Plaaslike Afdeling) in bogemelde saak sal 'n verkoping sonder 'n reserweprys gehou word te die kantore van die Balju, Eerste Verdieping, Terracegebou, Eaton Terrace 1, Alberton, op Dinsday, 27 Junie 1995 om 10:00, van die ondergemelde eiendom van die Verweerders wat deur die Balju gelees sal word ten tye van die verkoping en welke voorwaardes by die kantore van die Balju van die Hooggeregshof Alberton, voor die verkoping ter insae sal lê:

Sekere: Erf 2862, Brackenhurst-uitbreiding 2-dorpsgebied, Registrasieafdeling IR, Transvaal, gehou deur lan Charles Campbell Inch en Lidia Louis Inch, onder Akte van Transport T19385/83, bekend as Antelopestraat 15, Brackenhurst-uitbreiding 2, Alberton, groot 1 500 vierkante meter. Sonering: Residensieel. Spesiale gebruiksvergunning en voorwaardes: Geen.

Verbeterings: Hoofgebou bestaande uit teëldak met gepleisterde mure bestaande uit sitkamer, eetkamer, kombuis, ingangsportaal, twee studeerkamers, familiekamer, studio, spens, vier slaapkamers, drie en 'n halwe badkamers, vier storte en vier toilette. Buitegeboue: Twee motorhuise, drie stoorkamers, waskamer, toilet en grasdak met swembad.

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

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

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

Gedateer te Alterton op hede die 15de dag van Mei 1995.

Klopper Jonker Ing., Prokureurs vir Eiser, Eerste Verdieping, Terracegebou, Eaton Terrace 1, Alberton; Posbus 6, Alberton, p.a. Docex 216, Presidentstraat 84, Johannesburg. (Verw. N3027/EU/PP.)

Case 4517/95

#### IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between Nedcor Bank Limited, Plaintiff, and Samuel Mfana Dladla, First Defendant, and Eveline Masesi Mdluli, Second Defendant

Notice is hereby given that on 23 June 1995 at 11:00, the undermentioned property will be sold by public auction at the offices of the Sheriff, Brakpan, 439 Prince George Avenue, Brakpan, pursuant to a judgment in this matter granted by the above Honourable Court on 7 April 1995, namely:

Certain: Right of leasehold in respect of Erf 18360, Tsakane Extension 8, Registration Division IR, the Province of Pretoria-Witwatersrand-Vereeniging, situated at 18360 Tsakane Extension 8.

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

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

Dated at Boksburg on this the 17th day of May 1995.

Tuckers Inc., Second Floor, Permanent Building, 312 Commissioner Street, Boksburg. (Tel. 892-3400.) (Ref. Mrs L. Pinheiro/H03032.)

Case 9124/93

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

In the matter between Nedcor Bank Limited, Plaintiff, and Mollelwa Salome Letwaba, Defendant

On 23 June 1995 at 11:15, the undermentioned property will be sold in execution at the Sheriff's Offices, 182 Leeuwpoort Street, Boksburg:

Certain: Erf 746, Vosloorus Extension 1, Registration Division IR, the Province of Pretoria-Witwatersrand-Vereeniging, situated at 746 Tau Street, Vosloorus Extension 1, Boksburg.

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

- 1. The sale shall be without reserve, and the property shall, subject to the Magistrates' Courts Act, 1944, and the other conditions of sale, be sold voetstoots to the highest bidder.
- 2. The purchaser shall pay 10% (ten per centum) of the price plus Sheriff's commission on the date of sale and the balance plus interest at the Plaintiff's current 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 transfer costs and duties, rates, taxes and other charges payable to the Local Authority.
  - 4. The risk and benefit in and to the property shall pass to the purchaser on the date of sale.
  - 5. No warranty is given in relation to the nature or description of the improvements.

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

Dated at Boksburg on this the 17th day of May 1995.

C. M. Klinkert, for Tuckers Inc., Permanent Building, Commissioner Street, Boksburg. (Tel. 892-3400.) (Ref. Mrs L. Pinheiro/ H945.)

Case 2215/92

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

In the matter between Nedcor Bank Limited, Plaintiff, and James Alexandra Mahlangu, Defendant

On 23 June 1995 at 11:15, the undermentioned property will be sold in execution at the Sheriff's Offices, 182 Leeuwpoort Street, Boksburg:

Certain: Right of leasehold in respect of Erf 237, Vosloorus Extension 4, Registration Division IR, Transvaal, situated at 237 Vosloorus Extension 4, Boksburg.

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

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

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

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

C. M. Klinkert, for Tuckers Inc., Permanent Building, Commissioner Street, Boksburg. (Tel. 892-3400.) (Ref. Mrs L. Pinheiro/ H0326.)

Case 3071/93

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Mzwake MacDonald Kuzwayo**, First Defendant, and **Pumi Linda Kuzwayo**, Second Defendant

On 23 June 1995 at 11:15 the undermentioned propety will be sold in execution at the Sheriff's Offices, 182 Leeuwpoort Street, Boksburg:

Certain: Right of leasehold in respect of Erf 908, Vosloorus Extension 3, Registration Division IR, the Province of Pretoria-Witwatersrand-Vereeniging, situated at 908 Vosloorus Extension 3, Boksburg.

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

- The sale shall be without reserve and the property shall, subject to the Magistrates' Courts Act, 1994, 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.
- The purchaser shall pay all amounts necessary to obtain transfer of the property, including transfer costs and duties, rates, taxes and other charges payable to the Local Authority.
  - 4. The risk and benefit in and to the property shall pass to the purchaser on the date of sale.
  - 5. No warranty is given in relation to the nature or description of the improvements.

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

Dated at Boksburg on this the 17th day of May 1995.

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

Case 9620/94 PH 104

#### IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between The Standard Bank of S.A. Ltd, Execution Creditor, and Woods, Olga Doreen, Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the office of De Klerk, Vermaak & Partners, Overvaal Building, 28 Kruger Avenue, Vereeniging, on 29 June 1995 at 10:00, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of De Klerk, Vermaak & Partners, Overvaal Building, 28 Kruger Avenue, Vereeniging, prior to the sale:

Certain Holding 108, situated in the Township of Buyscelia Agricultural Holdings, Registration Division IQ, Transvaal, being one six) hectares.

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

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

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

Dated at Johannesburg this 18th day of May 1995.

Ramsay Webber & Co., Plaintiff's Attorneys, Fifth Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/avb/W162.)

Case 21024/92 PH 104

## IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **The Standard Bank of S.A. Ltd**, Execution Creditor, and **Mosomane, Noko Michael**, First Execution Debtor, and **Mosomane, Portia Edith**, Second Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office, Alberton, on 27 June 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, Alberton, First Floor, Terrace Building, Terrace Street, New Redruth, Alberton, and at the Magistrate's Court, prior to the sale:

Certain Erf 414, situated in the Township of Roodekop, Registration Division IR, Transvaal, being 11 Gousblom Street, Roodekop, Germiston, measuring 805 (eight hundred and five) square metres.

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

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

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

Dated at Johannesburg this 18th day of May 1995.

Ramsay, Webber & Co., Plaintiff's Attorneys, Fifth Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/avb/M382.)

> Case 634/92 PH 104

#### IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between The Standard Bank of S.A. Ltd, Execution Creditor, and Maseko, Jeremiah Daniel, First Execution Debtor, and Maseko, Matlalana Sannah, Second Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at 131 Marshall Street, Johannesburg, on 29 June 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, Soweto East, 32 Von Brandis Street, Johannesburg, prior to the sale:

Certain all right, title and interest in the leasehold in respect of Site 669, situated in the Township of Protea Glen, Registration Division IQ, Transvaal, being 669 Sweet Thorn Street, Protea Glen, Soweto, Johannesburg, measuring 216 (two hundred and sixteen) square metres.

The following information is furnished re the improvements though in this respect nothing is guaranteed: A detached single storey brick built residence with tiled roof, comprising kitchen, lounge/dining-room, two bedrooms and bathroom.

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

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

Dated at Johannesburg this 18th day of May 1995.

Ramsay, Webber & Co., Plaintiff's Attorneys, Fifth Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/avb/M227.)

Case 62546/94

## 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 Grootvlei Hoewe 183 (Edms.) Ontwikkeling BK, First Defendant, Charles Alfred Steyn, Second Defendant, and Elna Johanna Elizabeth Steyn, Third Defendant

In execution of a judgment of the Magistrate Court, Pretoria, in this suit, the undermentioned property will be sold by the Sheriff of the Court, at Wonderboom, Portion 83, De Onderstepoort (just north of Sasko Mills, old Warmbaths Road, Bon Accord), on 14 July 1995 at 11:00 to the highest bidder:

1) Certain Portion 183 (a portion of Portion 124), of the farm Grootvlei 272, Registration Division JR, Transvaal, measuring 8,7443 hectare, situated at Plot 183, farm Grootvlei 272.

(2) Portion 184 (a portion of Portion 124), of the farm Grootvlei 272, Registration Division JR, Transvaal, situated at Plot 184, farm Grootvlei 272.

- 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 thereuner 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: Plot.

(1) Portion 183: Lounge, dining-room, TV-room, study, kitchen, pantry, laundry, four bedrooms, two bathrooms, shower and three w.c.'s. Outbuildings: Double garage. Other: Alarm system, solar heating system, two bore holes and concrete walls.

Description of property:

(2) Portion 184: Vacant stand. Payment: The purchase price shall be paid to 10% (ten per centum) thereof on the day of the sale to the Sheriff of the Court and the unpaid balance within fourteen (14) days shall be paid or secured by a bank or building society guarantee.

Conditions: The full conditions of sale may be inspected at the Sheriff's Offices at Wonderboom, Portion 83, De Onderste-poort (just north of Sasko Mills, old Warmbaths Road, Bon Accord).

Signed at Pretoria on this 19th day of May 1995.

Shapiro & De Meyer Inc., Third Floor, Shapiro Chambers, Bureau Lane, Pretoria. (Ref. Mrs Kartoudes/lf/N1310.)

Case 33246/94 PH 104

#### IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between The Standard Bank of S.A. Ltd, Execution Creditor, and Khunou, Tibati Grasiane, Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Main Entrance Hall of the Magistrate's Court, Vanderbijlpark, on 30 June 1995 at 10:00 Hertzog Street, Vanderbijlpark, prior to the sale:

Certain all right, title and interest in and to the leasehold in respect of Erf 1633, situated in the Township of Evaton North, Registration Division IQ, Transvaal, being 1633, Evaton North, Vanderbijlpark, measuring 363 (three hundred and sixty-three) square metres.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: A detached single storey brick built residence with tiled roof, comprising kitchen, lounge/dining-room, two bedrooms and bathroom.

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

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

Dated at Johannesburg this 18th day of May 1995.

B. W. Webber, for Ramsay, Webber & Company, Plaintiff's Attorneys, Fifth Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/fp/K239.)

Case 5893/93

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

In the matter between Town Council of Brakpan, Plaintiff, and R. de Gouvela, Defendant

In pursuance of a judgment in the Court of the Magistrate of Brakpan and writ of execution dated 27 January 1995, the property listed hereunder will be sold in execution on 23 June 1995 at 11:00 at the premises of the Sheriff of the Court, 439 Prince George Avenue, Brakpan, to the highest bidder:

Certain Erf 62, Withok, Brakpan, Registration Division IR, Transvaal, held by Deed of Transfer T24233/1945, measuring 4,0300 hectare, the property is defined as a Residential stand, situated at 62 Mouton Road, Withok, Brakpan.

No warrant or undertaking is given in relation to the nature of improvements, which are described as follows: Main building: Vacated premises. Outbuildings: Vacated premises.

The material conditions of sale are:

- (a) The sale will be held by public auction and without reserve and will be voetstoots.
- (b) Immediately after the sale the purchaser shall sign the conditions of sale, which can be inspected at the Sheriff of the Court's Office, Brakpan.
- (c) The purchaser shall pay all amounts necessary to obtain transfer on the property, including all costs of transfer duty, rates, taxes, licences, sanitary fees, interest, etc.
- (d) The purchase price shall be paid at 10% (ten per cent) thereof or R500 (five hundred rand) whichever is the greater, on the day of the sale and the unpaid balance, together with interest on the full amount of the Judgment Creditor's claim at the rate society guarantee.
  - (e) The property shall be sold subject to any existing tenancy.
- (f) Failing compliance with the provisions of the conditions of sale, the purchaser shall forfeit the benefit of the Execution Creditor, the deposit referred to in (d) above, without prejudice to any claim against him for damages.

The full conditions of sale may be inspected at the offices of the Sheriff of the Magistrate's Court.

Dated at Brakpan this 10th day of May 1995.

Trollip Cowling & Janeke, First Floor, Market Building, 610 Voortrekker Street, P.O. Box 38, Brakpan. (Tel. 744-3924.) (Ref. Mr Janeke/ah.)

Case 1594/95

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

In the matter between ABSA Bank (Allied Bank Division), Plaintiff, and Danny Alan Smart, Defendant

A sale in execution of the property described hereunder will take place on 19 June 1995 at 10:00, at the offices of the Sheriff of the Magistrate's Court, Ground Floor, Du Pisanie Building, 72 Joubert Street, Germiston:

Erf 157, Dinwiddie Township, Registration Division IR, Transvaal, measuring 1 250 (one thousand two hundred and fifty) square metres. Property also known as 37 Studland Avenue, Dinwiddie, Germiston, comprising entrance hall, lounge, dining-room, kitchen, three bedrooms, bathroom/shower and separate toilet.

A bond can be arranged for an approved purchaser.

The conditions of sale may be inspected at the office of the Sheriff of the Magistrate's Court, Germiston South.

K. Dinner, for Abe Dinner Pestana & Associates, Attorneys for Plaintiff, Second Floor, United Building, Library Street, Germiston, 1401. (Ref. 19681/KD/PT.)

Case 8424/94

#### IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between Nedcor Bank Limited, Plaintiff, and Baby Ben Mthombeni, Defendant

A sale in execution of the undermentioned property is to be held without reserve at Sheriff, Wonderboom/Soshanguve, Portion 83, De Onderstepoort, north of Sasko Mills, old Warmbaths Road, Bon Accord, on Friday, 14 July 1995 at 11:00:

Full conditions of sale can be inspected at the Sheriff, Wonderboom/Soshanguve, at the above address and will be read out prior to the sale. No warranties are given with regard to the description and/or improvements.

Property: All right, title and interest to the leasehold in respect of Erf 5752, Mamelodi Township, Registration Division JR, Transvaal, known as 5752 Section Q, Mamelodi West, Mamelodi.

Improvements: Two bedrooms, kitchen and lounge.

Hack Stupel & Ross, Attorneys for Plaintiff, P.O. Box 2000, Pretoria. [Tel. (012) 325-4185.] (Ref. Mr B. du Ploov/LVDM/GT1170.)

> Case 11699/92 PH 104

#### IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between The Standard Bank of SA Ltd, Execution Creditor, and Nkosi, Cecil Sakhiwa, First Execution Debtor, and Nkosi, Pauline Kukie, Second Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office, Springs, on 30 June 1995 at 11:00, of the undermentioned property of the Defendants on the conditions which will lie for inspection at the offices of the Sheriff, Springs, 56 12th Street, Springs, prior to the sale:

Certain all the right, title and interest in and to the leasehold in respect of Erf 21320 (previously known as Erf 124), situated in the Township of kwaThema Extension 1, Registration Division IR, Transvaal, being 21320 (previously known as 124) kwaThema Extension 1, Spring, measuring 300 (three hundred) square metres.

The following information is furnished re the improvements though in this respect nothing is guaranteed: A detached single storey brick built residence with tiled roof, comprising kitchen, lounge/dining-room, three bedrooms and bathroom.

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

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

Dated at Johannesburg this the 25th day of May 1995.

B. W. Webber, for Ramsay, Webber & Co., Plaintiff's Attorneys, Fifth Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/fp/N79.)

> Case 917/94 **PH 104**

#### IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between The Standard Bank of SA Ltd, Execution Creditor, and Sibeko Matihabedi Selina, Execution Debtor

In execution of judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the office of De Klerk, Vermaak & Partners, Overvaal Building, 28 Kruger Avenue, Vereeniging, on 29 June 1995 at 10:00, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of De Klerk, Vermaak & Partners, Overvaal Building, 28 Kruger Avenue, Vereeniging, prior to the sale:

Certain Erf 646, situated in the Township of Rust-Ter-Vaal Extension 1, Registration Division IQ, Transvaal, being 29 Kiepersol Street, Rust-Ter-Vaal, Vereeniging, measuring 437 (four hundred and thirty-seven) square metres.

The following information is furnished re the improvements, though in this respect nothing is guaranteed: A detached singlestorey brick built residence with tiled roof, comprising kitchen, lounge/dining-room, three bedrooms, bathroom with outbuildings with similar construction comprising garage.

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

Dated at Johannesburg this the 17th day of May 1995.

B. W. Webber, for Ramsay, Webber & Co., Plaintiff's Attorneys, Fifth Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg, P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/fp/S504.)

Case 2056/95 PH 104

#### IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between The Standard Bank of S.A. Ltd, Execution Creditor, and Stokell, Dennis Edward, Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office, Germiston North, on 29 June 1995 at 10:00, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff, Germiston North, Fourth Floor, Standard Towers, President Street, Germiston, prior to the sale:

Certain: Erf 257, situated in the Township of Primrose, Registration Division IR, Transvaal, being 2 Lily Road, Primrose, Germiston, measuring 991 (nine hundred and ninety-one) square metres.

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

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

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

Dated at Johannesburg this 16th day of May 1995.

B. W. Webber, for Ramsay, Webber & Company, Plaintiff's Attorneys, Fifth Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/fp/S631.)

> Case 20152/93 PH 104

#### IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between The Standard Bank of S.A. Ltd, Execution Creditor, and Nkuna, David, First Execution Debtor, and Nkuna, Ntombizodwa Beauty, Second Execution Debtor

In execution of judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office, Alberton, on 27 June 1995 at 10:00, of the undermentioned property of the Defendants on the conditions which will lie for inspection at the offices of the Sheriff, Alberton, First Floor, Terrace Building, Terrace Street, New Redruth, Alberton, and at the Magistrate's Court, prior to the sale:

Certain: Site 1580 (previously known as Site 970), situated in the Township of Likole Extension 1, Registration Division IR, Transvaal, being 1 580 (previously known as 970), Busang Street, Likole Extension 1, Alberton, measuring 308 (three hundred

The following information is furnished re the improvements though in this respect nothing is guaranteed: A detached single storey brick built residence with tiled roof, comprising kitchen, lounge/dining-room, three bedrooms and bathroom

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

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

Dated at Johannesburg this 23rd day of May 1995.

B. W. Webber, for Ramsay, Webber & Company, Plaintiff's Attorneys, Fifth Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/fp/N195.)

Saak 17508/94

#### IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen Standard Bank van S.A. Beperk (62/00738/06), Eiser, en Ephraim Moepye (Identiteitsnommer 671230 0101 845), Verweerder

Ten uitvoerlegging van 'n vonnis van bogemelde Hof en 'n lasbrief vir eksekusie word die volgende eiendom in eksekusie verkoop op Vrydag, 23 Junie 1995 om 11:00, deur die Balju vir die Hooggeregshof, Wonderboom, gehou te die Balju, Wonderboom se Kantore, Gedeelte 83, De Onderstepoort (net noord van Sasko Meule, ou Warmbadpad, Bon Accord), Pretoria, aan die

Erf 1448, in die dorp Soshanguve M, Registrasieafdeling JR, Transvaal, groot 201 vierkante meter, gehou kragtens Akte van Transport T51311/1992.

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

Straatadres: Standplaas 1448, Blok M, Soshanguve.

Verbeterings: Teëldakwoonhuis met twee slaapkamers, sit/eetkamer, kombuis, badkamer met toilet en draadomheining.

Reserweprys: Die eiendom word sonder reserweprys verkoop.

Terme: 10% (tien persent) van die koopprys in kontant betaalbaar onmiddellik na die afloop van die verkoping en die balans moet binne 14 dae na die datum van die verkoping verseker word by wyse van bank- of bouverenigingwaarborg wat betaalbaar sal wees gelyktydig met registrasie van oordrag.

Afslaerskoste: Betaalbaar deur die koper op die dag van verkoping.

Verkoopvoorwaardes: Dit lê ter insae by die kantoor van die Balju vir die Hooggeregshof, Wonderboom, te Gedeelte 83, De Onderstepoort, ou Warmbadpad, Bon Accord, Pretoria.

Gedateer te Pretoria hierdie 22ste Mei 1995.

Haasbroek & Boezaart Ing., Eiser se Prokureurs, Tweede Verdieping, Momentumsentrum Westoring, Pretoriusstraat; Posbus 2205, Pretoria. [Tel. (012) 322-4401.] (Verw. V Rensburg/Z9535/94/BVDM.)

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

In the matter between Ramjee Store, Plaintiff, and M. H. Chauke (trading as Half Price Manyaleni Trading Store), Defendant In pursuance of a judgment in the Court of the Magistrate of and writ of execution dated 23 April 1991, the following goods will be sold in execution on 5 July 1995 at 15:00, at the Magistrate's Office, Malamulele, to the highest bidder, viz: Manyaleni Half

Price Trading Store, the building and improvements.

De Vaal, Myburgh, Van Heerden & Rudolph, Landdroslaan; Posbus 246, Louis Trichardt, 0920. (Verw. G. Myburgh/409).

Case 7881/92

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

In the matter between Nedcor Bank Limited, Plaintiff, and N. L. Namane First Defendant, and T. M. Mdlalose, Second Defendant

In pursuance of a judgment in the Court of the Magistrate of Springs dated 23 October 1992, and a warrant in execution issued thereafter, the immovably property listed hereunder will be sold in execution on 23 June 1995 at 09:00 at the premises of the Magistrate's Court, Church Street, Nigel, to the highest bidder:

Property: Erf 4271, Duduza, Nigel, Registration Division IR, Transvaal, measuring 258 square metres. Postal address: 4271

Pitso Street, Duduza, Nigel. Description (but nothing is guaranteed in respect hereof): Brick building with tiled roof, kitchen, lounge, two bedrooms, bathroom/toilet and two outside rooms.

- 1. The property will be sold without reserve to the highest bidder and the sale shall be subject to the Magistrates' Courts Act, No. 32 of 1994, as amended, and the rules made thereunder.
- 2. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price in cash against signing of the conditions of sale, and the balance of the purchase price, together with interest at current bank or building society interest rates, from the date of sale to date of registration of transfer, shall be paid or secured by a bank or building society guaratee approved by the Execution Creditor's attorneys, and to be furnished within 14 (fourteen) days after the date of sale.
- 3. Transfer shall be effected by the attorneys of the Execution Creditor and the purchaser shall on demand, pay all transfer costs, arrear rates (if any) at the current rates, taxes and any other charges necessary to effect transfer by the said attorneys.
- 4. The full conditions of sale may be inspected at the offices of the Sheriff of the Magistrate's Court, Nigel, and interested parties are requested to contact the Execution Creditor who may be prepared to grant loan facilities to an approved purchaser.

Dated at Springs on this the 15th day of May 1995.

J. H. van Heerden, for J. H. van Heerden & Cohen, 88 Eighth Street, Springs, P.O. Box 2048. (Tel. 815-6324/5.) (Ref. Mr van Heerden/kj/N92064.)

Saak 325/95

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

## In die saak tussen First National Bank Limited, Eiser, en M. A. Nkoziyane, Verweerder

Ingevolge 'n vonnis van die Landdroshof te Johannesburg en vir 'n lasbrief vir eksekusie gedateer 3 Mei 1995, sal die volgende eiendom in eksekusie verkoop word te Balju se kantore, Klaburn Hof, Ockersestraat 22B, Krugersdorp, 21 Junie 1995 om 10:00, aan die hoogste bieder naamlik:

Erf 9478, Kagiso-dorpsgebied, Registrasieafdeling IQ, Transvaal, groot 264 (tweehonderd vier-en-sestig) vierkante meter, gehou kragtens Transportakte TL8825/1988, ook bekend as 9478 Kagiso-uitbreiding 5, Kagiso.

Die volgende inligting word verskaf alhoewel geen waarborg in verband daarmee gegee kan word nie: Hoofgebou: Enkelverdieping onder teëldak, twee slaapkamers, badkamer en kombuis. Buitegeboue: Geen.

Titelaktevoorwaarde: Streng vir woning doeleines alleenlik.

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

Die verkoopvoorwaardes mag gedurnede kantoorure te kantore van die Balju vir Krugersdorp ondersoek word.

Gedateer te Johannesburg op 5 Mei 1995.

Brian Alberts & Vennote, Eerste Verdieping, Proteasentrum, hoek van High- en Fortunastraat, Brixton. (Verw. Alberts JAA 151/93133/94B.)

Saak 347/95

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

In die saak tussen NBS Bank Beperk, Eiser, en Lucas Marthinus Claassen, Verweerder

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

Eiendom Erf 1017, Randgate-dorpsgebied, Registrasieafdeling IQ, Transvaal, groot 991 vierkante meter, ligging Tudhopestraat 37, Randgate, Randfontein, in eksekusie verkoop op 23 Junie 1995 om 10:00 deur die Balju by sy kantoor te Parkstraat 40, Randfontein.

Verkoopvoorwaardes

Die verkoping is voetstoots aan die hoogste bieër onderhewig aan die Landdroshowewet, verkoopvoorwaardes en 'n 10% (tien persent) deposito word vereis.

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

Case 7338/95 PH 104

#### IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **The Standard Bank of S.A. Ltd,** Execution Creditor, and **Mahlangu, Menzekenzi Phillip,**Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office, Springs, on 30 June 1995 at 11:00 of the undermentioned property of the Defendant on the conditions which lie for inspection at the offices of the Sheriff, Springs, 56 12th Street, Springs, prior to the sale:

Certain all right, title and interest in the leasehold in respect of Erf 14622, situated in the Township of kwaThema Extension 2, Registration Division IR, Transvaal, being 14622 kwaThema Extension 2, Springs, measuring 300 (three hundred) square

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: A detached single storey brick built residence with tiled roof, comprising kitchen, lounge/dining-room, bedroom and bathroom.

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

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

Dated at Johannesburg this 5th day of May 1995.

Ramsay, Webber & Company, Plaintiff's Attorneys, Fifth Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/avb/M1077.)

Saak 8244/95

#### IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Witwatersrandse Plaaslike Afdeling)

In die saak tussen ABSA Bank Beperk (Allied Bank Divisie), Eiser, en Else, Jacoba Georgina Fredrika, 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, Marshallstraat 131, Johannesburg, op 22 Junie 1995 om 10:00, van die ondervermelde eiendom van die Verweerder op die voorwaardes wat deur die Venduafslaer gelees sal word ten tye van die verkoping en welke voorwaardes by die kantore van die Balju voor die verkoping ter insae sal lê:

Sekere Erf 531, Greymont-dorpsgebied, Registrasieafdeling IQ, Transvaal, en ook bekend as Derde Straat 33, Greymont, Johannesburg, groot 495 m² (vier nege vyf) vierkante meter.

Verbeteringe (geen waarborg in verband hiermee word gegee nie) bestaan uit die volgende: Hoofgebou: Ingangsportaal, sitkamer, eetkamer, studeerkamer, twee slaapkamers, badkamer met aparte toilet en kombuis. Buitegeboue: Dubbel motorhuis, bediendekamer en badkamer/toilet. Konstruktueer: Baksteen met teël.

Terme: 10% (tien persent) van die koopprys in kontant op die dag van die verkoping en ten opsigte van die balans betaalbaar teen registrasie van transport moet 'n bank, 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).

Gedateer te Johannesburg op hede die 12de dag van Mei 1995.

Rossouws Prokureurs, Eiser se Prokureurs, Negende Verdieping, Atkinson Huis, Eloff- en Albertstraat, Posbus 1588, Johannesburg. (Tel. 334-2727.) (Verw. Rossouw/cw/04/A8313E.)

Case 6370/95 PH 104

#### IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between The Standard Bank of S.A. Ltd, Execution Creditor, and Kotze, Alan James, First Execution Debtor and Kotze, Tracey Lee, Second Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office, Roodepoort, on 30 June 1995 at 10:00, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the Sheriff for Roodepoort's Office, 182 Progress Road, Technikon, Roodepoort, prior to the sale:

Certain Erf 167, situated in the Township of Lindhaven, Registration Division IQ, Transvaal, being 12 Maple Street, Lindhaven, Roodepoort, measuring 714 (seven hundred and fourteen) square metres.

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

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

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

Dated at Johannesburg this 3rd day of May 1995.

B. W. Webber, for Ramsay, Webber & Co., Plaintiff's Attorneys, Fifth Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/fp/K265.)

Case 5908/95

### IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between Nedcor Bank Limited, Plaintiff, and Aaron Nkosi, First Defendant and Selistina Selina Nkosi, Second Defendant

Notice is hereby given that on 20 June 1995 at 10:00, the undermentioned property will be sold by public auction at the Sheriff's Offices, First Floor, Terrace Building, 1 Eaton Terrace, New Redruth, Alberton, pursuant to a judgment in this matter granted by the above Honourable Court, on 3 April 1995, namely:

Certain Erf 2011, Moleleki Extension 2, Registration Division IR, Transvaal, situated at 2011 Moleleki Section Extension 3,

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

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

Dated at Boksburg on this the 29th day of April 1995.

Tuckers, Second Floor, Permanent Building, 312 Commissioner Street, Boksburg. (Tel. 892-3400.) (Ref. Mrs L. Pinheiro/H03068.)

> Case 4799/95 PH 104

#### IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between The Standard Bank of S.A. Ltd, Execution Creditor, and Janse van Rensburg, Mark, Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office, Roodepoort, on 30 June 1995 at 10:00, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the Sheriff for Roodepoort's Office, 182 Progress Road, Technikon, Roodepoort, prior to the sale:

Certain Section 15, as shown and more fully described on Sectional Plan SS202/1993 in the scheme known as Paros, situated in the Township of Weltevreden Park Extension 9, being Flat 15, Paros, Without Avenue, Weltevreden Park Extension 9,

An undivided share in the common property in the land and building or buildings as shown and more fully described on the Roodepoort. said sectional plan apportioned to the said section in accordance with the participation quota of the said section, measuring 84 (eighty-four) square metres.

The following information is furnished re the improvements though in this respect nothing is guaranteed: A simplex flat with tiled roof, comprising kitchen, lounge/dining-room, two separate toilets, separate shower, two bedrooms and bathroom, with outbuildings with similar construction comprising of carport.

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

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

Dated at Johannesburg this 2nd day of May 1995.

B. W. Webber, for Ramsay, Webber & Co., Plaintiff's Attorneys, Fifth Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/bt/VA.330.)

> Case 16756/94 PH 104

#### IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between The Standard Bank of S.A. Ltd, Execution Creditor, and Peck, Ismail, Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office, Roodepoort, on 30 June 1995 at 10:00, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the Sheriff for Roodepoort's Office, 182 Progress Road, Technicon, Roodepoort, prior to the sale:

Certain Erf 2272, situated in the Township of Florida Extension 11, Registration Division IQ, Transvaal, being 1099, Eitemal Street, Florida Extension 11, Roodepoort, measuring 800 (eight hundred) square metres.

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

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

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

Dated at Johannesburg this 2nd day of May 1995.

B. W. Webber, for Ramsay, Webber & Co., Fifth Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/bt/P.238.)

Saak 1388/95

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

In die saak tussen ABSA Bank Beperk, handeldrywende as United Bank, Eksekusieskuldeiser, en G. M. Vosloo, Eerste Eksekusieskuldenaar, en S. D. Vosloor, Tweede Eksekusieskuldenaar

Kennis geskied hermee dat die ondergemelde eiendom na aanleiding van 'n verstekvonnis wat in bogemelde saak op 22 Maart 1995 toegestaan is, op 23 Junie 1995 om 10:00, te Landdroskantoor, Delvillestraat, Witbank, in eksekusie verkoop sal word ooreenkomstig die verkoopvoorwaardes wat ter insae sal lê by die Landdroskantoor, Witbank, vir 'n tydperk van 10 (tien) dae voor die verkoping, te wete:

Sekere Erf 228, geleë in die dorpsgebied Model Park, Registrasieafdeling JS, Transvaal, groot 1 488 (een vier agt agt) vierkante meter, gehou kragtens Akte van Transport T18540/1993.

Straatadres: Lindenstraat 8, Model Park, Witbank.

Die eiendom is as volg verbeter (nie gewaarborg): Die verkoping is onderhewig aan die volgende vernaamste voorwaardes:

- 1. Onderhewig aan artikel 66 (2) van Wet No. 32 van 1944 is die koop sonder reserwe en die eiendom sal aan die hoogste bieder verkoop word.
- 2. Die koopprys is betaalbaar by wyse van 'n deposito van 10% (tien persent) by sluiting van die verkoping en die balans is betaalbaar binne dertig (30) dae vanaf datum van verkoping. Die koper moet binne genoemde periode of die kontantgeld betaal, òf 'n goedgekeurde waarborg lewer vir betaling van die balans van die koopprys op datum van registrasie.
  - Die eiendom word voetstoots verkoop.
- 4. Die koper sal aanspreeklik wees vir alle agterstallige belastings, heffings ensovoorts op die eiendom asook rente op die koopprys soos deur die skuldeiser bepaal.

Geteken te Witbank op hierdie 2de dag van Mei 1995.

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

Case 3256/94

#### IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between ABSA Bank Limited (United Bank Division), Plaintiff, and Jordaan, Martha Susanna Magdalena, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the offices of the Deputy Sheriff, Heidelberg, in front of the Magistrate's Court, Begemann Street, Heidelberg, on 23 June 1995 at 09:00, of the undermentioned property of the Defendants on the conditions to be read out by the Sheriff at the time of the sale and which conditions may be inspected at the offices of the Deputy Sheriff, Heidelberg, prior to the sale:

Certain Erf 151, Jordaanpark Township, Registration Division IR, Transvaal, situated at 7 Wildebeest Street, Jordaan Park, Heidelberg, measuring 1 383 (one thousand three hundred and eighty-three) square metres.

The following information is furnished re the improvements, though in this respect nothing is guaranteed: Building built of brick and plaster, tiled roof, comprising of a lounge, kitchen, dining-room, family room, four bedrooms, two bathrooms, double garage and w.c.

Terms: 10% (ten per centum) of the purchase price in cash on the day of the sale, the balance payable againt 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.

Daed at Johannesburg on the 26th day of April 1995.

Hammond Pole & Dixon, c/o Mark Yammin, Hammond & Partners, Seventh Floor, Bedford Centre, Bedford Gardens, Bedfordview. (Tel. 917-4631.) [Ref. Mrs Teixeira/U00096 (UB96).]

Case 17880/94

#### IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between ABSA Bank Limited (United Bank Division), Plaintiff, and Mokoena, Jeminah Lydia, 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, Heidelberg, in front of the Magistrate's Court, Begemann Street, Heidelberg, on 23 June 1995 at 09:00, of the undermentioned property of the Defendants on the conditions to be read out by the Sheriff at the time of the sale and which conditions may be inspected at the offices of the Deputy Sheriff, Heidelberg, prior to the

Certain Erf 2887, Ratanda Township, Registration Division IR, Transvaal, situated at 2887 Nkitsing Street, Ratanda, Heidelberg, measuring 150 (one hundred and fifty) square metres.

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

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

Dated at Johannesburg on the 26th day of April 1995.

Hammond Pole & Dixon, c/o Mark Yammin, Hammond & Partners, Seventh Floor, Bedford Centre, Bedford Gardens, Bedfordview. (Tel. 917-4631.) [Ref. Mrs Teixeira/U00230 (UB230).]

Saak 49196/94

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

In die saak tussen ABSA Bank Beperk, Eiser, en Uwe Frey, Eerste Verweerder, en Petronella, Tweede Verweerder

'n Eksekusieverkoping word gehou deur die Balju, Pretoria-Sentraal te NG Sinodale Sentrum, Visagiestraat 234, Pretoria, op 20 Junie 1995 om 10:00 van:

'n Eenheid bestaande uit Deel 4, soos aangetoon en meer volledig beskryf op Deelplan SS15/89 in die skema bekend as Tricarrel, ten opsigte van die grond en geboue geleë te Erf 1389, in die dorp Sunnyside, Plaaslike Bestuur: Stadsraad van Pretoria, waarvan die deel se vloeroppervlakte volgens die genoemde deelplan 83 (drie-en-tagtig) vierkante meter groot is en 'n onverdeelde aandeel in die gemeenskaplike eiendom in die skema toegedeel in ooreenstemming met die deelnemingskwota soos op genoemde deelplan aangeteken, gehou kragtens Akte van Transport ST61732/93 (Die eiendom is ook beter bekend as Tricarrelwoonstelle 118, Jorrisenstraat 170, Sunnyside).

Besonderhede word nie gewaarborg nie.

Verbetering: 'n Baksteenwoonstel met betondak, teëlvloere en volvloermatte, bestaande uit 'n sitkamer, eetkamer, kombuis, twee en 'n half slaapkamers, badkamer en toilet.

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

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

Saak 5199/95

#### IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen Eerste Nasionale Bank van SA Beperk, Eiser, en Cornelius Petrus Lubbe, Verweerder

Geliewe kennis te neem dat in opvolging van 'n vonnis in bogemelde aksie toegestaan op 11 April 1995, sal die ondergemelde onroerende eiendom, geregistreer in die naam van die Verweerder, sonder 'n reserweprys, deur die Balju in eksekusie verkoop word op 15 Junie 1995 om 10:00:

Eenheid 1, soos meer volledig beskryf in Deeltitel Plan SS249/88, in die gebou of geboue bekend as SS Duet 3368, geleë te Erf 3368, Elandspoort, waarvan die grootte 56 vierkante meter is, gehou kragtens Sertifikaat van Geregistreerde Deeltitel ST65665/1994 (die eiendom is ook beter bekend as Van den Bergstraat 273A, Elandspoort, Pretoria).

Plek van verkoping: Die verkoping sal plaasvind te die kantore van die Balju, Pretoria-Wes, Olivettigebou 607, hoek van Schubart- en Pretoriusstraat, Pretoria.

Verbeterings: Die volgende verbeterings is op die eiendom aangebring alhoewel geen waarborg daartoe verskaf word nie: 'n Woonhuis onder 'n staandak slate, bestaande uit klinkermure en 'n sitkamer, kombuis, twee slaapkamers, badkamer en toilet.

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

Toestemmingsgebruik: Duet vir woondoeleindes.

Gedateer te Pretoria op hierdie 15de dag van Mei 1995.

G. van den Burg, vir Rorich Wolmarans & Luderitz Ing., Ons Eerste Volksbankgebou, Kerkplein 32, Mutuallaan, Pretoria. (Tel. 325-3933.) (Verw. V.d. Burg/LVDW/F9758/B1.)

Saak 2385/94

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

In die saak tussen Stadsraad van Meyerton, Eiser, en D. Jonck, Verweerder

Ingevolge vonnis van die Landdroshof van Meyerton, en lasbrief vir eksekusie gedateer 20 Maart 1995 sal die ondervermelde eiendom op 22 Junie 1995 om 10:00, by die kantoor van die Balju, Lochstraat 51, Meyerton, aan die hoogste bieder

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

Sekere Gedeelte 19, Erf 21, Meyerton Farms, Rooibokstraat 36, Registrasieafdeling IR, Transvaal, groot 1 572 (een vyf sewe twee) vierkante meter.

- 1. Die eiendom sal voetstoots verkoop word aan die hoogste bieder en sonder reserwe, en die verkoping sal onderhewig wees aan die reëls en regulasies van die Wet op Landdroshowe en die titelaktes.
- 2. Die koopprys sal betaalbaar wees as volg: In kontant onmiddellik na ondertekening van die verkoopvoorwaardes, 10% (tien persent) van die koopprys of R500 watter bedrag ookal die grootste is en die balans van die koopprys binne 14 dae daarna in kontant of verseker te word deur die lewering van 'n bevredigende bank- of bouverenigingwaarborg.
- 3. Die volle verkoopvoorwaardes sal ter insae lê by die kantoor van die Balju, Lochstraat 51, Meyerton, en sal deur hom uitgelees word by aanvang van verkoping.
- 4. Die volgende informasie word verstrek aangaande die verbeterings maar niks word gewaarborg nie: Sitkamer, eetkamer, drie slaapkamers, badkamer, kombuis en enkelmotorhuis.

Aldus gedoen en geteken te Meyerton op hede die 19de dag van April 1995.

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

Case 891/95

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

In the matter between Nedcor Bank Limited, Plaintiff, and Vusumuzi Vivian Ngidi, First Defendant, and Patience Yebo Ngidi, Second Defendant

On 23 June 1995 at 11:15, the undermentioned property will be sold in execution at the Sheriff's Offices, 182 Leeuwpoort Street, Boksburg:

Certain right of leasehold in respect of Erf 532, Vosloorus Extension 3, Registration Division IR, Transvaal, situated at 532 Vosloorus Extension 3, Boksburg.

Improvements: Detached single storey brick residence consisting of two bedrooms, bathroom, kitchen and lounge.

- 1. The sale shall be without reserve, and the property shall, subject to the Magistrate's Court 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 transfer costs and duties, rates, taxes and other charges payable to the local authority.
  - 4. The risk and benefit in and to the property shall pass to the purchaser on the date of sale.
  - 5. No warranty is given in relation to the nature or description of the improvements.

Full conditions can be inspected at the Sheriff's office and will be read out prior to the sale. Dated at Boksburg on this the 8th day of May 1995.

C. M. Klinkert, for Tuckers Inc., Permanent Building, Commissioner Street, Boksburg. (Tel. 892-3400.) (Ref. Mrs L. Pinheiro/H03011.)

Case 6253/95 PH 104

#### IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between The Standard Bank of S.A. Ltd, Execution Creditor, and Mahobe, Zandisile Enock, Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the main entrance hall of the Magistrate's Court, Vanderbijlpark, on 30 June 1995 at 10:00, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the Magistrate's Court, General Hertzog Street, Vanderbijlpark, prior to the sale:

Certain all right, title and interest in the leasehold in respect of Erf 364, situated in the Township of Sebokeng Unit 10, Registration Division IQ, Transvaal, being 364 Sebokeng Unit 10, Vanderbijlpark, measuring 375 (three hundred and seventyfive) square metres.

The following information is furnished re the improvements though in this respect nothing is guaranteed: A detached single storey brick built residence with tiled roof, comprising kitchen, lounge/dining-room, two bedrooms and bathroom.

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

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

Dated at Johannesburg this 8th day of May 1995.

Ramsay, Webber & Co., Plaintiff's Attorneys, Fifth Floor, Glazco Centre, corner of Harrison and Anderson Street, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/avb/M1059.)

> Case 4994/95 PH 104

#### IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between The Standard Bank of S.A. Ltd, Execution Creditor, and Napo, Vincent Caesar Mpini, First Execution Debtor, and Napo, Lucky Lebotsamang, Second Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office, Kempton Park, on 29 June 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, Kempton Park, 8 Park Street, Kempton Park, prior to the sale:

Certain all right, title and interest in and to the leasehold in respect of Erf 3044, situated in the Township of Tembisa Extension 6, Registration Division IR, Transvaal, being 3044, Tembisa Extension 6, Kempton Park, measuring 308 (three hundred and eight) square metres.

The following information is furnished re the improvements though in this respect nothing is guaranteed: A detached single storey brick built residence with tiled roof, comprising kitchen, lounge/dining-room, two bedrooms and bathroom.

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

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

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

B. W. Webber, for Ramsay, Webber & Co., Plaintiff's Attorneys, Fifth Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/fp/N322.)

Saak 15044/94

#### IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen Saambou Bank Beperk, Eiser, en Digon Michael Letshuri, Eerste Verweerder, en Puki Johanna Letshuri, Tweede Verweerder

Geliewe kennis te neem dat ingevolge 'n uitspraak van die Hooggeregshof van Suid-Afrika (Transvaalse Provinsiale Afdeling) in bogenoemde saak op 8 Maart 1995, verkry en ter uitvoering van 'n lasbrief tot uitwinning sal die Balju, Pretoria-Noord, op 23 Junie 1995 om 11:00, te Balju te Wonderboom Gedeelte 83, De Onderstepoort (net noord van Sasko Meule, ou Warmbadpad, Bon Accord), verkoop:

Erf 86, geleë in die dorpsgebied Mamelodi Sun Valley, Registrasieafdeling JR, Transvaal, groot 451 (vier vyf een) vierkante meter, gehou kragtens Sertifikaat van Toekenning van Eiendomsreg TL9407/1992, voorheen huurpag eiendom bekend as alle reg, titel en belang in die huurpag ten opsigte van Erf 68, geleë in die dorp Mamelodi Sun Valley, Registrasieafdeling JR, Transvaal, bekend as Erf 86, Sun Valley Mamelodi-Wes.

Hersonering as woongebied.

Die eiendom is verbeter en bestaan uit sit-/eetkamer, drie slaapkamers, badkamer, waskamer en kombuis.

Die bogenoemde word geensins gewaarborg nie.

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

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-Noord, te Gedeelte 83, De Ondersrtepoort (net noord van Sasko Meule, Ou Warmbadpad, Bon Accord).

Geteken te Pretoria op hierdie 5de dag van Mei 1995.

C. T. P. Eksteen, vir Du Plessis & Eksteen, Prokureur vir die Eiser, 10de Verdieping, Merinogebou, hoek van Bosman- en Pretoriusstraat, Pretoria. (Tel. 21-8154.) (Verw. mnr. Eksteen/co.)

> Case 8222/94 PH 135

#### IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between Eskom Finance Company (Pty) Ltd, Plaintiff, and Makhethakheta, Ntsundeni William, Defendant

In the execution of the judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without a reserve price will be held at Sheriff's Office, 439 Prince George Avenue, on 23 June 1995 at 11:00, on the conditions read out by the auctioneer at the office of the Sheriff, Sheriff's Office, 439 Prince George Avenue, Brakpan, prior to the sale, of the undermentioned property situated at:

33871 Tsakane Extension 1 Township, formerly Erf 504, Tsakane Extension 1 Township, Registration Division IR, the Province of Pretoria-Witwatersrand-Vereeniging, measuring 412 (four hundred and twelve) square metres, held by Certificate of Registered Grant of Leasehold TL2893/1989, which is zoned as residential and consists of (not guaranteed): A dwelling, kitchen, lounge, two bedrooms, bathroom and w.c.

2. Terms:

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

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

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

2.2.2 Minimum charges R200 (two hundred rand).

Dated at Johannesburg on this the 8th day of May 1995.

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

Saak 21699/93

#### IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen ABSA Bank Beperk, Eiser, en Andries Benjamin Pienaar, Verweerder

'n Verkoping word gehou te die NG Sinodale Sentrum, Visagiestraat 234, Pretoria, op Dinsdag, 20 Junie 1995 om 10:00: Deel 25, soos aangetoon en vollediger beskryf op Deelplan SS8/1981, in die gebou of geboue bekend as Afrimosa, geleë te Erf 1217, in die dorpsgebied Sunnyside, Pretoria, groot 79 (sewe nege) vierkante meter, gehou kragtens Akte van Transport ST19924/92, ook bekend as Woonstel 404, Afrimosa, Vosstraat 66, Sunnyside, Pretoria.

Verbeterings: Sitkamer, eetkamer, kombuis, twee en 'n halwe slaapkamers en badkamer.

Konstruksie: Pleister plafonne, Vinyl teëls, matte en enkelmotorhuis.

Die eiendom sal verkoop word onderhewig aan die verkoopvoorwaardes wat ter insae lê te Messcorhuis, Margarethastraat 30, Pretoria-Sentraal.

Gedateer te Pretoria op hede die 11de dag van Mei 1995.

Couzyn, Hertzog & Horak Ing., Praetor Forum, Van der Waltstraat, Pretoria. (Tel. 322-8780.) (Verw. J. du Preez/A.167.)

Saak 15240/94

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

In die saak tussen Nedcor Bank, Eiser, en Petrus Kote, Eerste Verweerder, en Sennelo Marriam Kote, Tweede Verweerder Ingevolge 'n uitspraak van die Landdroshof van Klerksdorp, en lasbrief vir eksekusie teen goed met datum 9 Januarie 1995, sal die ondervermelde eiendom op Vrydag, 23 Junie 1995 om 10:00, te Balju vir die Landdroshof, Leaskstraat 23, Klerksdorp,

Erf 1094, Jouberton-uitbreiding 6-dorpsgebied, Registrasieafdeling IP, Transvaal, groot 375 (driehonderd vyf-en-sewentig) vierkante meter.

Onderhewig aan die volgende voorwaardes:

- 1. Die eiendom sal voetstoots en sonder reserwe verkoop word aan die hoogste bieder, en die veiling sal onderworpe wees aan die voorwaardes van artikel 66 van die Wet op Landdroshowe van 1944, soos gewysig, onderhewig egter aan die goedkeuring van die eerste verbandhouer, Nedcor Bank.
- 2. Die koopprys sal betaalbaar wees teen betaling van 10% (tien persent) van die koopprys in kontant onmiddellik na afhandeling van die verkoop, en die onbetaalde balans, tesame met rente daarop bereken teen 16,75% (sestien komma sewe vyf persent) per jaar tot datum van registrasie van transport, sal binne 21 (een-en-twintig) dae na datum van verkoop, betaal word of gewaarborg word deur 'n goedgekeurde bank- of bougenootskapwaarborg.
- 3. Die volgende verbeterings word beweer op die eiendom te wees maar word nie gewaarborg nie: Enkelverdiepingwoning bestaande uit twee slaapkamers, kombuis, sitkamer en badkamer.
- 4. Voorwaardes van verkoop: Die voorwaardes van verkoop in eksekusie mag gedurende kantoorure by die kantoor van die Balju vir die Landdroshof, Leaskstraat 23, Klerksdorp, nagesien word.

Gedateer te Klerksdorp op hierdie 5de dag van Mei 1995.

A. H. Snyman, vir J. J. Oosthuizen, Du Plooy & Vennote, Boomstraat, Eerste Verdieping, Permanente Gebou, Posbus 22, Klerksdorp, 2570. (Verw. A. H. Snyman/K2/94.)

Saak 21890/91

#### IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Witwatersrandse Plaaslike Afdeling)

In die saak tussen ABSA Bank Beperk (Allied Bank Divisie), Eiser, en Mokwebo, Ndanduleni Elias, Verweerder

Ter uitwinning van 'n vonnis van die Hooggeregshof van Suid-Afrika (Witwatersrandse Plaaslike Afdeling) in bogenoemde saak, sal 'n verkoping sonder reserweprys, die prys onderhewig aan die Eiser se goedkeuring, gehou word te die kantore van die Balju te Marshallstraat 131, Johannesburg, op 22 Junie 1995 om 10:00, van die ondervermelde eiendom van die Verweerder op die voorwaardes wat deur die venduafslaer gelees sal word ten tye van die verkoping en welke voorwaardes by die kantore van die Balju voor die verkoping ter insae sal lê:

Sekere Erf 1126, Dube Village-dorpsgebied, Registrasieafdeling IQ, Transvaal, en ook bekend as Molefestraat 1126, Dube Village, grootte 496 (vier nege ses) vierkante meter.

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

Hoofgebou: Sitkamer, drie slaapkamers, kombuis en badkamer/toilet.

Buitegeboue: Geen.

Konstruktueer: Baksteen met asbes.

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

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

Gedateer te Johannesburg op hede die 6de dag van Mei 1995.

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

> Case 4801/95 PH 104

#### IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

in the matter between The Standard Bank of S.A. Ltd, Execution Creditor, and Lumka, Muziwandile John Stanford, **Execution Debtor** 

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held in front of the Magistrate's Court, Pollock Street, Randfontein, on 30 June 1995 at 14:15, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the Magistrate's Court, Randfontein, Pollock Street, Randfontein, prior to the sale:

Certain Erf 1892, situated in the Township of Toekomsrus Extension 1, Registration Division IQ, Transvaal, being 57 Stormriver Street Toekomsrus Extension 1, Randfontein, measuring 450 (four hundred and fifty) square metres.

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

A detached single storey brick built residence with tiled roof, comprising kitchen, lounge/dining-room, two bedrooms and bathroom.

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

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

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

B. W. Webber, for Ramsay, Webber & Company, Plaintiff's Attorneys, Fifth Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/fp/L292.)

Case 13579/94

#### IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **The Standard Bank of S.A. Ltd**, Execution Creditor, and **Calangas, Nicolas Canakis,**First Execution Debtor, and **Calangas, Karen,** Second Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office, Kempton Park, on 29 June 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, Kempton Park, 8 Park Street, Kempton Park, prior to the sale:

Certain Holding 268, situated in the Township of Bredell Agricultural Holdings, Registration Division IR, Transvaal, being Plot 268, Ninth Avenue, Bredell Agricultural Holdings, Kempton Park, measuring 1,3920 (one comma three nine two zero), hectares.

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

A detached single storey brick built residence with tiled roof, comprising kitchen, lounge/dining-room, entrance hall, three bedrooms and two bathrooms, with outbuildings with similar construction comprising garage, toilet, swimming-pool and tennis bathroom.

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

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

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

B. W. Webber, for Ramsay, Webber & Co., Fifth Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/bt/C.211.)

Case 4040/95

#### IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **The Standard Bank of S.A. Ltd**, Execution Creditor, and **Smith**, **Johannes Hendrik**, First Execution Debtor, and **Smith**, **Elaine**, Second Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office, Kempton Park, on 29 June 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, Kempton Park, 8 Park Street, Kempton Park, prior to the sale:

Certain Erf 254, situated in the Township of Allen Grove Extension 2, Registration Division IR, Transvaal, being 3 Baan-breker Avenue, Allen Grove Extension 2, Kempton Park, measuring 992 (nine hundred and ninety-two) square metres.

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

A detached single storey brick built residence with tiled roof, comprising kitchen, lounge/dining-room, family room, study, three bedrooms and bathroom, with outbuildings with similar construction comprising garage, toilet, office and therapy room, cottage comprising kitchen, bedroom and bathroom.

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

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

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

B. W. Webber, for Ramsay, Webber & Co., Fifth Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/fp/S640.)

Case 7736/95

#### IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between The Standard Bank of S.A. Ltd, Execution Creditor, and Ngubane, Pieter Mshakaza, Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office, Alberton, on 27 June 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, Alberton, First Floor, Terrace Building, Terrace Street, New Redruth, Alberton, and at the Magistrate's Court, prior to the sale:

Certain Erf 6005, situated in the Township of Moleleki Extension 2, Registration Division IR, Transvaal, being 6005 Moleleki Extension 2, Katlehong, measuring 215 (two hundred and fifteen) square metres.

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

A detached single storey brick built residence with tiled roof, comprising kitchen, lounge/dining-room, two bedrooms and bathroom.

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

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

Dated at Johannesburg on this 15th day of May 1995.

B. W. Webber, for Ramsay, Webber & Co., Fifth Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/fp/N336.)

Case 25262/94

#### IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between The Standard Bank of S.A. Ltd, Execution Creditor, and Lwandle, Sipho Benedict, Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office, Alberton, on 27 June 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, Alberton, First Floor, Terrace Building, Terrace Street, New Redruth, Alberton, and at the Magistrate's Court, prior to the sale:

Certain Erf 1015, situated in the Township of Roodekop, Registration Division IR, Transvaal, being 95 Gladiolus Avenue, Roodekop, Germiston, measuring 814 (eight hundred and fourteen) square metres.

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

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

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

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

Dated at Johannesburg on this 15th day of May 1995.

B. W. Webber, for Ramsay, Webber & Co., Fifth Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown (Tel. 838-5451.) (Ref. Foreclosures/fp/L.271.)

> Case 24439/94 PH 104

### IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between The Standard Bank of S.A. Ltd, Execution Creditor, and Kubu Morai Israel, Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held in front of the Magistrate's Court, Pollock Street, Randfontein, on 30 June 1995 at 14:15, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the Magistrate's Court, Randfontein, Pollock Street, Randfontein, prior to the sale:

Certain: Erf 3722, situated in the Township of Mohlakeng, Registration Division IQ, Transvaal, being 3722 Ralerata Street, Mohlakeng Extension 2, Randfontein.

Measuring: 231 (two hundred and thirty-one) square metres

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

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

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

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

Dated at Johannesburg this 15th day of May 1995.

B. W. Webber, for Ramsay, Webber & Company, Plaintiff's Attorneys, Fifth Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/fp/K230.)

Case 8959/95 PH 104

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

In the matter between The Standard Bank of S.A. Ltd, Execution Creditor, and Tsoke, Joel, Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office, Alberton, on 27 June 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, Alberton, First Floor, Terrace Building, Terrace Street, New Redruth, Alberton, and at the Magistrate's Court, prior to the sale:

Certain: Erf 3405, situated in the Township of Moleleki Extension 1, Registration Division IR, Transvaal, being 3405 Moleleki Extension 1, Katlehong.

Measuring: 289 (two hundred and eighty-nine) square metres.

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

A detached single storey brick built residence with tiled roof, comprising kitchen, lounge/dining-room, bedroom and bath-

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

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). Minimum charges R200 (two hundred rand).

Dated at Johannesburg this 15th day of May 1995.

B. W. Webber, for Ramsay, Webber & Company, Plaintiff's Attorneys, Fifth Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/fp/T215.)

Case 5298/95 PH 104

### IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between The Standard Bank of S.A. Ltd, Execution Creditor, and Pienaar, Willem Johannes Meintjes, Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office, Alberton, on 27 June 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, Alberton, First Floor, Terrace Building, Terrace Street, New Redruth, Alberton, and at the Magistrate's Court, prior to the sale:

Certain: Erf 825, situated in the Township of Florentia Extension 1, Registration Division IR, Transvaal, being 37 Schoeman Street, Florentia Extension 1, Alberton.

Measuring: 796 (seven hundred and ninety-six) square metres.

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

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

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

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).

Dated at Johannesburg this 15th day of May 1995.

B. W. Webber, for Ramsay, Webber & Company, Plaintiff's Attorneys, Fifth Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/bt/P.276.)

Case 31401/94 PH 104

#### IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between The Standard Bank of S.A. Ltd, Execution Creditor, and Dube, Phyllis Makhosazana, Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held in front of the Magistrate's Court, Pollock Street, Randfontein, on 30 June 1995 at 14:15, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the Magistrates Court, Randfontein, Pollock Street, Randfontein, prior to the sale:

Certain: Erf 1769, situated in the Township of Toekomsrus Extension 1, Registration Division IQ, Transvaal, being 1769 Opal Street, Toekomsrus Extension 1, Randfontein.

Measuring: 648 (six hundred and forty-eight) square metres.

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

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

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

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

Dated at Johannesburg this 15th day of May 1995.

B. W. Webber, for Ramsay, Webber & Company, Plaintiff's Attorneys, Fifth Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/bt/D.370.)

> Case 7347/95 PH 104

#### IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between The Standard Bank of S.A. Ltd, Execution Creditor, and Letsatsi, Louisa Portia, Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office, Alberton, on 27 June 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, Alberton, First Floor, Terrace Building, Terrace Street, New Redruth, Alberton, and at the Magistrate's Court, prior to the sale:

Certain: Erf 1082, situated in the Township of Roodekop, Registration Division IR, Transvaal, being 38 Steenbok Avenue, Roodekop, Germiston.

Measuring: 805 (eight hundred and five) square metres.

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

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

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

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

Dated at Johannesburg on this 15th day of May 1995.

B. W. Webber, for Ramsay, Webber & Company, Plaintiff's Attorneys, Fifth Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/fp/L303.)

> Case 8640/95 PH 104

#### IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between The Standard Bank of S.A. Ltd, Execution Creditor, and Mahlangu, Mabina Petrus, Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office, Alberton, on 27 June 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, Alberton, First Floor, Terrace Building, Terrace Street, New Redruth, Alberton, and at the Magistrate's Court, prior to the sale:

Certain: Erf 3268, situated in the Township of Moleleki Extension 1, Registration Division IR, Transvaal, being 3268 Moleleki Extension 1, Katlehong, Germiston.

Measuring: 230 (two hundred and thirty) square metres.

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

A detached single storey brick built residence with tiled roof, comprising kitchen, lounge/dining-room, bedroom and bathroom.

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

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

Dated at Johannesburg on this 15th day of May 1995.

B. W. Webber, for Ramsay, Webber & Company, Plaintiff's Attorneys, Fifth Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/fp/M1099.)

> Case 8643/95 PH 104

#### IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between The Standard Bank of S.A. Ltd, Execution Creditor, and Mlungwana, Tutu Nicholas, Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office, Alberton, on 27 June 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, Alberton, First Floor, Terrace Building, Terrace Street, New Redruth, Alberton, and at the Magistrate's Court, prior to the sale:

Certain: Erf 5503, situated in the Township of Moleleki Extension 2, Registration Division IR, Transvaal, being 5503 Moleleki Extension 2, Katlehong, Germiston.

Measuring: 400 (four hundred) square metres.

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

A detached single storey brick built residence with tiled roof, comprising kitchen, lounge/dining-room, bedroom and bathroom.

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

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

Dated at Johannesburg on this 15th day of May 1995.

B. W. Webber, for Ramsay, Webber & Company, Plaintiff's Attorneys, Fifth Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/fp/M1096.)

> Case 4454/95 PH 104

## IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between The Standard Bank of S.A. Ltd, Execution Creditor, and Moekwa, Joel, Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office, Roodepoort, on 30 June 1995 at 10:00, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the Sheriff for Roodepoort's Office, 182 Progress Road,

Certain: Erf 2497, situated in the Township of Doornkop Extension 1, Registration Division IQ, Transvaal, being 2497 Doornkop Extension 1, Soweto, Johannesburg.

Measuring: 270 (two hundred and seventy) square metres.

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

A detached single storey brick built residence with tiled roof, comprising kitchen, lounge/dining-room, two bedrooms and bathroom.

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

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

Dated at Johannesburg on this 15th day of May 1995.

B. W. Webber, for Ramsay, Webber & Company, Plaintiff's Attorneys, Fifth Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/fp/M1033.)

Case 07697/95 PH 388

#### IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between Nedcor Bank Limited, Plaintiff, and Appadu: Gengamma N.O., 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, 22 June 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: Unit comprising Section 27 and its undivided share in the common property in the enfield court sectional title scheme, area 101 (one hundred and one) square metres, situation Unit 27, Enfield Court, 42 Kapteijn Street, Hillbrow.

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

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 17th day of May 1995.

F. R. J. Jansen, for Jansen & Potter, Plaintiff's Attorneys, 25th Floor, Carlton Centre, Commissioner Street, Johannesburg. (Tel. 331-8535.) (Ref. ForeclosuresZ416.)

> Case 2861/95 **PH 388**

#### IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between Nedcor Bank Limited, Plaintiff, and Sani: Patrick, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of the Sheriff of the Supreme Court, Overvaal Building, 28 Kruger Avenue, Vereeniging, on Thursday, 22 June 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: All the right, title and interest in respect of Erf 410, Drieziek Extension 2 Township, Registration Division IQ, Transvaal, area 179 (one hundred and seventy-nine) square metres, situation Erf 410, Drieziek Extension 2.

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

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 17th day of May 1995.

F. R. J. Jansen, for Jansen & Potter, Plaintiff's Attorneys, 25th Floor, Carlton Centre, Commissioner Street, Johannesburg. (Tel. 331-8535.) (Ref. Foreclosures Z382.)

> Case 3374/95 PH 388

#### IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between Nedcor Bank Limited, Plaintiff, and Manton: Gregory Arthur, First Defendant, and Manton: Muriel, 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, 22 June 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: Portion 8 of Erf 32, Birnam Township, Registration Division IR, Transvaal, area 967 (nine hundred and sixty-seven) square metres, situation 9 Sunnyside Road, Birnam.

Improvements (not guaranteed): A house under slate roof consisting of three bedrooms, two bathrooms, kitchen, lounge, dining-room, family-room, study, garage and servant's quarters 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 the 17th day of May 1995.

F. R. J. Jansen, for Jansen & Potter, Plaintiff's Attorneys, 25th Floor, Carlton Centre, Commissioner Street, Johannesburg. (Tel. 331-8535.) (Ref. ForeclosuresZ396.)

> Case 32403/94 PH 388

#### IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between Nedcor Bank Limited, Plaintiff, and Kruger: Willem Hendrik Andries, 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, 22 June 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 195, Troyeville Township, Registration Division IR, Transvaal, area 495 (four hundred and ninety-five) square metres, situation 20 Dawe Street, Troyeville, Johannesburg.

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

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 17th day of May 1995.

F. R. J. Jansen, for Jansen & Potter, Plaintiff's Attorneys, 25th Floor, Carlton Centre, Commissioner Street, Johannesburg. (Tel. 331-8535.) (Ref. ForeclosuresZ286.)

> Case 8436/93 PH 104

#### IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between The Standard Bank of S.A. Ltd, Execution Creditor, and Rautenbach, Paul George, Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office, Alberton, on 27 June 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, Alberton, First Floor, Terrace Building, Terrace Street, New Redruth, Alberton, and at the Magistrate's Court, prior to the sale:

Certain: Erf 21, situated in the Township of Roodebult, Registration Division IR, Transvaal, being 12 Firethorn Avenue, Roodebult, Germiston, measuring 709 (seven hundred and nine) square metres.

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

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

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

Dated at Johannesburg this 16th day of May 1995.

B. W. Webber, for Ramsay, Webber & Company, Plaintiff's Attorneys, Fifth Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/bt/R.153.)

Case 9362/95 PH 104

### IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between The Standard Bank of S.A. Ltd, Execution Creditor, and De Wit, Frederick Christiaan Pieter, **Execution Debtor** 

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office, Johannesburg North, on 29 June 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 North, 131 Marshall Street, Johannesburg, prior to the sale:

Certain: Remaining extent of Erf 524, situated in the Township of Westdene, Registration Division IR, Transvaal, being 36A Dover Street, Westdene, Johannesburg, measuring 496 (four hundred and ninety-six) square metres.

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

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

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

Dated at Johannesburg this 16th day of May 1995.

B. W. Webber, for Ramsay, Webber & Company, Plaintiff's Attorneys, Fifth Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/bt/D.178.)

Case 5300/95 PH 104

## IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between The Standard Bank of S.A. Ltd, Execution Creditor, and Radebe, Kamohelo Patrick, First Execution Debtor, and Tsiame, Agnes Matseleng, Second Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office, Alberton, on 27 June 1995 at 10:00, of the undermentioned property of the Defendants on the conditions which will lie for inspection at the offices of the Sheriff, Alberton, First Floor, Terrace Building, Terrace Street, New Redruth, Alberton, and at the Magistrate's Court, prior to the sale:

Certain: Lot 5959, situated in the Township of Moleleki Extension 2, Registration Division IR, Transvaal, being 5959 Moleleki Extension 2, Katlehong, measuring 240 (two hundred and forty) square metres.

The following information is furnished re the improvements though in this respect nothing is guaranteed: A detached single storey brick built residence with tiled roof, comprising kitchen, lounge/dining-room, bedroom and bathroom.

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

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

Dated at Johannesburg this 16th day of May 1995.

B. W. Webber, for Ramsay, Webber & Company, Plaintiff's Attorneys, Fifth Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/bt/R.244.)

> Case 8299/95 PH 104

## IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between The Standard Bank of SA Ltd, Execution Creditor, and Mabena, Joseph Stemmer, Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office, Springs, on 30 June 1995 at 11:00, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff, Springs, 56 12th Street, Springs, prior to

Certain: All right, title and interest in the leasehold in respect of Erf 14538, situated in the Township of kwaThema Extension the sale: 2, Registration Division IR, Transvaal, being 14538, Mduduzi Street, kwaThema Extension 2, Springs, measuring 308 (three hundred and eight) square metres.

The following information is furnished re the improvements, though in this respect nothing is guaranteed: A detached single storey brick built residence with tiled roof, comprising kitchen, lounge/dining-room, two bedrooms and bathroom.

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

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

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

Ramsay, Webber & Co., Plaintiff's Attorneys, Fifth Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/avb/M1094.)

> Case 4473/95 PH 104

#### IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between The Standard Bank of SA Ltd, Execution Creditor, and Weeber, Egbert Julius, Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the office of De Klerk, Vermaak & Partners, Overvaal Building, 28 Kruger Avenue, Vereeniging, on 29 June 1995 at 10:00, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of De Klerk, Vermaak & Partners, Overvaal Building, 28 Kruger Avenue, Vereeniging, prior to the sale:

Certain: Erf 436, situated in the Township of Solandpark, Registration Division IQ, Transvaal, being 43 Drakensberg Street, Sonlandpark, Vereeniging, measuring 1 073 (one thousand and seventy-three) square metres.

The following information is furnished re the improvements though in this respect nothing is guaranteed: A detached single storey brick built residence with iron roof, comprising kitchen, lounge/dining-room, three bedrooms, bathroom with outbuildings

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

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

Dated at Johannesburg on this the 15th day of May 1995.

Ramsay, Webber & Co., Plaintiff's Attorneys, Fifth Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/avh/W184.)

> Case 24/95 PH 104

#### IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between The Standard Bank of SA Ltd, Execution Creditor, and Matlanyane, Tumo Theodore, First Execution Debtor, and Phetoe, Maphala Johanna, Second Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at 131 Marshall Street, Johannesburg, on 29 June 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, Soweto West, 32 Von Brandis

Certain: Erf 3049, situated in the Township of Protea Glen Extension 2, Registration Division IQ, Transvaal, being 3049 Protea Glen Extension 2, Soweto, Johannesburg, measuring 395 (three hundred and ninety-five) square metres.

The following information is furnished re the improvements, though in this respect nothing is guaranteed: A detached single storey brick built residence with tiled roof, comprising kitchen, lounge/dining-room, two bedrooms and bathroom.

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

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

Dated at Johannesburg on this the 15th day of May 1995.

Ramsay, Webber & Co., Plaintiff's Attorneys, Fifth Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/avb/M98.)

Case 30409/94 PH 104

## IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between The Standard Bank of SA Ltd, Execution Creditor, and Masimula, Mafolo Paul, First Execution Debtor, and Masimula, Khathazile Gladys, Second Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at 131 Marshall Street, Johannesburg, on 29 June 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, Soweto West, 32 Von Brandis Street, Johannesburg, prior to the sale:

Certain: Erf 1957, situated in the Township of Protea Glen Extension 1, Registration Division IQ, Transvaal, being 1957, Protea Glen Extension 1, Soweto, measuring 455 (four hundred and fifty-five) square metres.

The following information is furnished re the improvements though in this respect nothing is guaranteed: A detached single storey brick built residence with tiled roof, comprising kitchen, lounge/dining-room, two bedrooms and bathroom.

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

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

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

Ramsay, Webber & Co., Plaintiff's Attorneys, Fifth Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/avb/M963.)

> Case 17925/94 PH 104

### IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between The Standard Bank of S.A. Ltd, Execution Creditor, and Manyathi, Stanley Thami, First Execution Debtor, and Ngidi, Ruth, Second Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at 131 Marshall Street, Johannesburg, on 29 June 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, Soweto West, 32 Von Brandis Street, Johannesburg, prior to the sale:

Certain: Erf 2506, situated in the Township of Protea Glen Extension 2, Registration Division IQ, Transvaal, being 2506 Protea Glen Extension 2, Soweto.

Measuring: 276 (two hundred and seventy-six) square metres.

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

A detached single storey brick built residence with tiled roof, comprising kitchen, lounge/dining-room, two bedrooms and

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

Auctioneer's charges, payable on the day of sale to be calculated as follows: 5% (five per cent) on the proceeds of the sale the date of 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 16th day of May 1995.

Ramsay, Webber & Company, Plaintiff's Attorneys, Fifth Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/avb/M884.)

> Case 30423/92 PH 104

## IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between The Standard Bank of S.A. Ltd, Execution Creditor, and Mashakeni, Famanda Reckson, First Execution Debtor, and Mashakeni, Zondi Cecilia, Second Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office, Boksburg, on 30 June 1995 at 11:15, of the undermentioned property of the Defendants on the conditions which will lie for inspection at the offices of the Sheriff, Boksburg, 182 Leeuwpoort Street, Boksburg, prior to the sale:

Certain: Erf 16274, situated in the Township of Vosloorus Extension 16, Registration Division IR, Transvaal, being 16274 Imbuzana Street, Vosloorus Extension 16, Boksburg.

Measuring: 350 (three hundred and fifty) square metres.

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

A detached single storey brick built residence with tiled roof, comprising kitchen, lounge/dining-room, two bedrooms and

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

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

Dated at Johannesburg on this 16th day of May 1995.

Ramsay, Webber & Company, Plaintiff's Attorneys, Fifth Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/avb/M454.)

> Case 9/95 PH 104

## IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between The Standard Bank of S.A. Ltd, Execution Creditor, and Alli, Aneesah Banu, Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at 131 Marshall Street, Johannesburg, on 29 June 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

Certain: Erf 846, situated in the Township of Kenilworth, Registration Division IR, Transvaal, being 15 and 15A Diering Streets, Kenilworth.

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

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

Two semis both comprising of single storey brick built residence with iron roof, both comprising of kitchen, lounge, entrance hall, pantry, two bedrooms, bathroom with outbuildings with similar construction comprising of garage and servant's room.

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

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

Dated at Johannesburg on this 16th day of May 1995.

B. W. Webber, for Ramsay, Webber & Company, Plaintiff's Attorney, Fifth Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/bt/A.103.)

> Case 18843/91 PH 104

## IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between The Standard Bank of S.A. Ltd, Execution Creditor, and Van Rooyen, Jan Harm, Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the office of De Klerk, Vermaak & Partners, Overvaal Building, 28 Kruger Avenue, Vereeniging, on 29 June 1995 at 10:00, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of De Klerk, Vermaak & Partners, Overvaal Building, 28 Kruger Avenue, Vereeniging, prior to the sale:

Certain: Erf 670, situated in the Township of Sonlandpark, Registration Division IQ, Transvaal, being 67 Skippie Botha Street, Sonlandpark, Vereeniging.

Measuring: 991 (nine hundred and ninety-one) square metres.

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

A detached single storey brick built residence with metal roof, comprising kitchen, lounge, separate toilet, three bedrooms, bathroom with outbuildings with similar construction comprising of carport, toilet and store-room.

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

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 and). Minimum charges R200 (two hundred rand). Dated at Johannesburg on this 16th day of May 1995.

B. W. Webber, for Ramsay, Webber & Company, Plaintiff's Attorney, Fifth Floor, Glazco Centre, corner of Harrison and underson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/bt/VA.87.)

Case 6450/95

### IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

## In the matter between Nedcor Bank Limited, Plaintiff, and Shahid Yusuf Mia, Defendant

Notice is hereby given that on 23 June 1995 at 11:00, the undermentioned property will be sold by public auction at the offices of the Sheriff, Springs, 56 12th Street, Springs, pursuant to a judgment in this matter granted by the above Honourable Court on 30 March 1995, namely:

Certain: Erf 880, Bakerton Extension 4, Registration Division IR, Transvaal, situated at 56 Francolin Drive, Bakerton

The following improvements (which are not warranted to be correct) exist on the property: Detached single storey brick Extension 4, Springs. residence consisting of: Vacant stand.

The full conditions of sale may be inspected at the offices of the Sheriff, Springs, 56 12th Street, Springs.

Dated at Boksburg on this the 15th day of May 1995.

Tuckers Inc., Second Floor, Permanent Building, 312 Commissioner Street, Boksburg. (Tel. 892-3400.) (Ref. Mrs L. Pinheiro/H04011.)

Case 7468/94

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

In the matter between Nedcor Bank Limited, Plaintiff, and Hlengani Wings Masangu, Defendant

On 23 June 1995 at 11:15, the undermentioned property will be sold in execution at the Sheriff's Offices, 182 Leeuwpoort Street, Boksburg:

Certain: Right of leasehold in respect of Erf 141, Vosloorus Extension 8, Registration Division IR, Transvaal, situated at 141 Vosloorus Extension 8, Boksburg.

Improvements: Detached single storey brick residence, consisting of two bedrooms, bathroom, kitchen and lounge.

- 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 transfer costs and duties, rates, taxes and other charges payable to the Local Authority.
  - 4. The risk and benefit in and to the property shall pass to the purchaser on the date of sale.
  - 5. No warranty is given in relation to the nature or description of the improvements.

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

Dated at Boksburg on this the 15th day of May 1995.

C. M. Klinkert, for Tuckers Inc., Permanent Building, Commissioner Street, Boksburg. (Tel. 892-3400.) (Ref. Mrs L. Pinheiro/H00886.)

Case 11872/94

#### IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF BOKSBURG HELD AT BOKSBURG In the matter between Nedcor Bank Limited, Plaintiff, and Ernest Jabulani Ngwenya, First Defendant, and Malekgotia Glory Twala, Second Defendant

On 23 June 1995 at 11:15, the undermentioned property will be sold in execution at the Sheriff's Offices, 182 Leeuwpoort

Certain: Right of leasehold in respect of Erf 13073, Vosloorus Extension 23, Registration Division IR, Transvaal, situated at Street, Boksburg:

13073 Vosloorus Extension 23, Boksburg.

Improvements: Detached single storey brick residence, consisting of two bedrooms, bathroom, kitchen and lounge.

- 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 transfer costs and duties, rates, taxes and other charges payable to the Local Authority.
  - 4. The risk and benefit in and to the property shall pass to the purchaser on the date of sale.
  - 5. No warranty is given in relation to the nature or description of the improvements.

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

Dated at Boksburg on this the 15th day of May 1995.

C. M. Klinkert, for Tuckers Inc., Permanent Building, Commissioner Street, Boksburg. (Tel. 892-3400.) (Ref. Mrs L Pinheiro/H01943.)

Case 2262/95

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

In the matter between Nedcor Bank Limited, Plaintiff, and Emmanuel Nkuna, Defendant

On 23 June 1995 at 11:15, the undermentioned property will be sold in execution at the Sheriff's Offices, 182 Leeuwpoort Street, Boksburg:

Certain: Right of leasehold in respect of Erf 1843, Vosloorus Extension 2, Registration Division IR, Transvaal, situated at 1843 Vosloorus Extension 2, Boksburg.

Improvements: Detached single storey brick residence, consisting of two bedrooms, bathroom, kitchen and lounge.

- 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 transfer costs and duties, rates, taxes and other charges payable to the Local Authority.
  - The risk and benefit in and to the property shall pass to the purchaser on the date of sale.
  - 5. No warranty is given in relation to the nature or description of the improvements.

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

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

C. M. Klinkert, for Tuckers Inc., Permanent Building, Commissioner Street, Boksburg. (Tel. 892-3400.) (Ref. Mrs L. Pinheiro/H04020.)

Case 2366/95

#### IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF BOKSBURG HELD AT BOKSBURG In the matter between Nedcor Bank Limited, Plaintiff, and Thulani Martin Malinga, First Defendant, and Lettie Ntombi Madingoana, Second Defendant

On 23 June 1995 at 11:15, the undermentioned property will be sold in execution at the Sheriff's Offices, 182 Leeuwpoort Street, Boksburg:

Certain: Right of leasehold in respect of Erf 20850, Vosloorus Extension 30, Registration Division IR, Transvaal, situated at 20850 Vosloorus Extension 30, Boksburg.

Improvements: Detached single storey brick residence, consisting of two bedrooms, bathroom, kitchen and lounge.

- 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 1.0% (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 transfer costs and duties, rates, taxes and other charges payable to the Local Authority.
  - 4. The risk and benefit in and to the property shall pass to the purchaser on the date of sale.
  - 5. No warranty is given in relation to the nature or description of the improvements.

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

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

C. M. Klinkert, for Tuckers Inc., Permanent Building, Commissioner Street, Boksburg. (Tel. 892-3400.) (Ref. Mrs L. Pinheiro/H4047.)

> Case 1591/95 PH 104

### IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between The Standard Bank of S.A. Ltd, Execution Creditor, and Olckers, Christoffel Johannes, **Execution Debtor** 

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at 131 Marshall Street, Johannesburg, on 29 June 1995 at 10:00, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff, Johannesburg South, 100 Sheffield Street, Turffontein, Johannesburg, prior to the sale:

Certain: Erf 544, situated in the Township of Suideroord, Registration Division IR, Transvaal, being 34 Pelzer Street, Suideroord, Johannesburg, measuring 608 (six hundred and eight) square metres.

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

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

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

Dated at Johannesburg this 16th day of May 1995.

B. W. Webber, for Ramsay, Webber & Company, Plaintiff's Attorneys, Fifth Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/bt/0.76.)

Saak 66585/90

#### IN DIE LANDDROSHOF VIR DIE DISTRIK JOHANNESBURG GEHOU TE JOHANNESBURG In die saak tussen Oostelike Transvaalse Koöperasie Beperk, en Stephanie Paulina Hermina Olivier (borg vir K. P. J. Grobler)

Ingevolge 'n vonnis soos verkry op 6 Januarie 1987, en ter uitvoering van 'n lasbrief vir eksekusie, in die bogemelde aksie, sal die ondergemelde mineraleregte in eksekusie verkoop word op Woensdag, 28 Junie 1995 om 11:00, voor die Landdroskantoor te Van Riebeeckstraat, Ermelo, aan die hoogste bieder, maar onderhewig aan bekragtiging deur die Eksekusieskuldeiser.

Die mineraleregte word gevind op die ondergenoemde plase:

- (a) Gedeelte 5 ('n gedeelte van Gedeelte 3), van die plaas De Wittekrans 218, Registrasieafdeling IS, Transvaal, groot 256,9596 (tweehonderd ses-en-vyftig komma nege vyf nege ses) hektaar, gehou kragtens Sertifikaat van Regte op Minerale
- (b) Die plaas Israel 207, Registrasieafdeling IS, Transvaal, groot 599,5724 (vyf nege nege komma vyf sewe twee vier) K222/83.
- (c) Gedeelte 7 ('n gedeelte van Gedeelte 1), van die plaas De Wittekrans 218, Registrasieafdeling IS, Transvaal, groot hektaar. 141,1878 (een vier een komma een agt sewe agt) hektaar.
- d) Resterende gedeelte van Gedeelte 2, van die plaas De Wittekrans 218, Registrasieafdeling IS, Transvaal, groot as sulks 408,3494 (vier nul agt komma drie vier nege vier) hektaar.
- (e) Die plaas Groblershoop 192, Registrasieafdeling IS, Transvaal, groot 599,5724 (vyf nege nege komma vyf sewe twee vier) hektaar.
- (f) Resterende gedeelte van die plaas Groblershoek 191, Registrasieafdeling IS, Transvaal, groot as sulks 607,4295 (ses nul sewe komma vier twee nege vyf) hektaar, gehou kragtens Notariële Sessie van Mineraleregte K223/83 (hierna genoem "die mineraleregte").

Die koper moet op die dag van die verkoping 'n deposito van 10% (tien persent) van die koopprys in kontant, onmiddellik na afloop van die verkoping betaal. Sou die koper versuim om te betaal, sal die Balju geregtig wees daarop om die mineraleregte weer voortaan vir verkoop aan te bied. Die balans van die koopprys, met rente gehef op die volle koopprys sal bereken en maandeliks gekapitaliseer word, vooruitbetaalbaar vanaf die datum van verkoping tot en met die datum van registrasie van die oordrag van die steenkoolregte, teen 'n koers van 16,25% (sestien komma twee vyf persent) per jaar, welke bedrag verseker moet word deur 'n waarborg van 'n bank of ander depositonemende instelling wat deur die Eiser se prokureur goedgekeur is. Die waarborg moet deur die Balju goedgekeur word en binne 21 (een-en-twintig) dae na die datum van die verkoping aan die transportprokureurs verstrek word.

Verder sal die volledige verkoopvoorwaardes waaraan die verkoping onderworpe sal wees gedurende kantoorure ter insae lê by die kantore van die Balju van die Landdroshof te Van Riebeeckstraat, Ermelo, welke verkoopvoorwaardes ook ten tye van die verkoping uitgelees sal word.

Geteken te Johannesburg op hierdie 5de dag van Mei 1995.

J. Buys, vir Nelson Borman & Vennote Ing., Prokureur vir Eksekusieskuldeiser, Derde Verdieping, Simmondstraat 30, hoek van Commissionerstraat, Johannesburg; Posbus 61359, Marshalltown, 2017. [Tel. (011) 838-6782.] (Verw. mnr. Borman/CF667.)

Case 1190/95

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

In the matter between ABSA Bank Limited (United Bank Division) (86/04794/06), Plaintiff, and Phillemon Fana Mashinini, First Defendant, and Bodibe Ethel Mashinini, Second Defendant

In pursuance of a judgment in the Court for the Magistrate of Boksburg, on 14 March 1995 and writ of execution issued pursuant thereto the property listed hereunder will be sold in execution on 30 June 1995 at 11:15 at the office of the Sheriff, 182 Leeuwpoort Street, Boksburg, to the highest bidder:

Certain all right, title and interest in the leasehold in respect of Erf 149, Vosloorus Extension 4 Township, situated at 149 Kanana Street, Vosloorus Extension 4, in the Township of Vosloorus Extension 4, District of Boksburg, measuring 280 (two

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

The purchase price will be payable as to a deposit in cash of 10% (ten per cent) and the balance against transfer. The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Court, Boksburg.

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

Hammond Pole & Dixon Inc., Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 917-4631.) (Ref. U00471/Mrs Teixeira.)

Case 999/95

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

In the matter between ABSA Bank Limited (United Bank Division) (86/04794/06), Plaintiff, and Dokter Abram Ngobese, First Defendant, and Tsilidso Maria Ngobese, Second Defendant

In pursuance of a judgment in the Court for the Magistrate of Boksburg, on 1 March 1995 and writ of execution issued pursuant thereto the property listed hereunder will be sold in execution on 30 June 1995 at 11:15 at the office of the Sheriff, 182 Leeuwpoort Street, Boksburg, to the highest bidder:

Certain all right, title and interest in the leasehold in respect of Erf 506, Vosloorus Extension 2 Township, situated at 506 Dikwading Street, Vosloorus Extension 2, in the Township of Vosloorus Extension 2, District of Boksburg, measuring 269 (two hundred and sixty-nine) square metres.

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

The conditions of sale

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

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

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

Hammond Pole & Dixon Inc., Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 917-4631.) (Ref. U00466/Mrs Teixeira.)

Case 1414/95

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

In the matter between ABSA Bank Limited (United Bank Division) (86/04794/06), Plaintiff, and Patrick William Selepe, Defendant

In pursuance of a judgment in the Court for the Magistrate of Boksburg, on 17 March 1995 and writ of execution issued pursuant thereto the property listed hereunder will be sold in execution on 30 June 1995 at 11:15 at the office of the Sheriff, 182 Leeuwpoort Street, Boksburg, to the highest bidder:

Certain all right, title and interest in the leasehold in respect of Erf 3356, Vosloorus Township, situated at 3356 Maubane Street, Vosloorus, in the Township of Vosloorus, District of Boksburg, measuring 260 (two hundred and sixty) square metres.

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

The conditions of sale

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

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

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

Hammond Pole & Dixon Inc., Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 917-4631.) (Ref. U00475/Mrs Teixeira.)

Case 409/95

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

In the matter between ABSA Bank Limited (United Bank Division) (86/04794/06), Plaintiff, and Mazinyo Mhlongo, Defendant

In pursuance of a judgment in the Court for the Magistrate of Boksburg, on 13 February 1995 and writ of execution issued pursuant thereto the property listed hereunder will be sold in execution, on 30 June 1995 at 11:15, at the office of the Sheriff, 182 Leeuwpoort Street, Boksburg, to the highest bidder:

Certain all the right, title and interest in the leasehold in respect of Erf 622, Mabuya Park Township, situated on 622 Tshitwe Street, Mabuya Park, Vosloorus, in the Township of Mabuya Park, Vosloorus, District of Boksburg, measuring 325 (three

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

Building built of brick and plaster, tiled roof comprising a lounge, kitchen, bathroom with a w.c. and two bedrooms. The conditions of sale:

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

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

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

Hammond Pole & Dixon Inc., Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 917-4631.) (Ref. U00453/Mrs Teixeira.)

#### KENNISGEWING VAN GEREGTELIKE VERKOPING

Ter uitwinning van vonnisse van die Hooggeregshof van Suid-Afrika (Transvaalse Provinsiale Afdeling) in ondergemelde sake, soos deur Nedcor Bank Beperk, verkry sal 'n verkoping sonder 'n reserwe prys gehou word te Balju, Wonderboom, Gedeelte 83, De Onderstepoort (noord van Sasko Meule), ou Warmbadpad, Bon Accord, Pretoria-Noord, op 23 Junie 1995 om 11:00, van die ondervermelde eiendomme van die Verweerders op die voorwaardes wat deur die vendusie-afslaer gelees word ten tye van die verkoping en welke voorwaardes by die kantore van die Balju, Wonderboom, voor die verkoping ter insae sal lê:

Vonnisskuldenaars: S. Nyakeni, Eerste Verweerder, en T. E. Nyakeni, Tweede Verweerder.

Eiendom: Erf 1288, Block BB, Soshanguve, Residential area of Soshanguve, District of the District Representative, Depart ment of Development Aid, Soshanguve, Registrasieafdeling JR, Transvaal.

Groot: 582 (vyf agt twee) vierkante meter.

Gehou: Kragtens Akte van Transport T28460/1992.

Beskrywing: Woonhuis bestaande uit drie slaapkamers, kombuis, sitkamer, badkamer en motorhuis.

Verw: E. Goosen/MB/701/94.

#### Saak 18475/93.

Vonnisskuldenaar: M. S. Mabitsela, Verweerder.

Eiendom: Erf 1719, Block GG, Soshanguve, Residential Area of Soshanguve, District of the District Representative, Department of Development Aid, Soshanguve, Registrasieafdeling JR, Transvaal.

Groot: 377 (drie sewe sewe) vierkante meter.

Gehou: Kragtens Akte van Transport T18141/1993.

Beskrywing: Woonhuis bestaande uit twee slaapkamers, kombuis, sitkamer en badkamer.

Verw: E. Goosen/MB/501/93.

Terme: Die koper moet 'n deposito van 10% (tien persent) van die koopprys kontant op die dag van die verkoping betaal, die balans betaalbaar teen die transport en verseker te word deur 'n waarborg van 'n bank of bougenootskap wat deur die Eiser se prokureurs goedgekeur is, die waarborg aan die Balju binne dertig (30) dae na datum van die verkoping verstrek te word.

Afslaersgelde, betaalbaar op die datum van verkoping, word soos volg bereken:

5% (vyf persent) van die opbrengs van die verkoping tot op 'n prys van R20 000 (twintigduisend rand), daarna 3% (drie persent) tot op 'n maksimum fooi van R6 000 (sesduisend rand). Minimum kostes R1 000 (eenduisend rand).

Die koper moet afslaersgelde op die dag van die verkoping betaal en ook hereregte, transportkoste en agterstallige betalings en ander uitgawes wat nodig is om transport te laat geskied, op versoek van die prokureur van die Vonnisskuldeiser.

Geteken te Pretoria op hierdie 23ste dag van Mei 1995.

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

Saak 68964/93

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

In die saak tussen IEMAS, Eksekusieskuldeiser, en Schalk Willem Souerman van der Sandt, Eksekusieskuldenaar

Kragtens 'n vonnis van bogenoemde Agbare Hof en 'n lasbrief vir eksekusie heruitgereik deur bogenoemde Agbare Hof, op 26 Januarie 1995, sal die onderstaande eiendom deur die Balju van die Landdroshof vir Pretoria-Wes, op 22 Junie 1995 om 10:00, te Kamer 603A, Sesde Verdieping, Olivettihuis, hoek van Schubart- en Pretoriusstraat, Pretoria, geregtelik verkoop word aan die hoogste bieër, naamlik:

Erf 2362, Danville-dorpsgebied, Registrasieafdeling JR, Gauteng, ook bekend as Delaneystraat 80, Danville, distrik

Beskrywing: Die verbeterings van die beslaggelegde eiendom bestaan uit die volgende: Mure is gedeeltelik siersteen met Pretoria. die res gepleister en geverf. Die woning het 'n sink staandak, twee slaapkamers en sitkamer met volvloermatte, kombuis, badkamer, garage met bediendekamer, buite toilet en is omhein met betonmure.

Toestemmingsgebruik: Soneer as spesiale woon met 'n digtheid van een woonhuis per 500 m², ingevolge die Pretoriadorpsbeplanningskema, 1974.

Verbandhouer: ABSA Bank Beperk.

Terme: Die voorwaardes van verkoop wat op die verkoping betrekking het lê ter insae by die Balju van die Landdroshof vir Pretoria-Wes, Kamer 603A, Sesde Verdieping, Olivettihuis, hoek van Schubart- en Pretoriusstraat, Pretoria.

Die vernaamste verkoopvoorwaardes daarin vervat is die volgende:

'n Kontantdeposito 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 Eksekusieskuldeiser se prokureurs en wat betaalbaar moet wees teen registrasie van transport in die koper se naam.

Gedateer te Pretoria op hierdie 22ste dag van Mei 1995.

L. R. Els, vir Leon Maré & Kie. Ingelyf, Prokureurs vir Eksekusieskuldeiser, 10de Verdieping, Sanlamsentrum, Middestad, Andriesstraat 252, Pretoria. (Tel. 322-6156/Faks. 322-6179.) (Verw. M. C. Erasmus/R141/mvw.)

Case 17411/94

#### IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between The Standard Bank of South Africa Ltd, Plaintiff, and Khalime Hendrik Makgoba, First Defendant, and Lerato Joyce Eleanor Makgoba, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Transvaal Provincial Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court, Pretoria North West, at 603A Olivetti House, corner of Schubart and Pretorius Streets, Pretoria, on Thursday, 22 June 1995 at 10:00, of the undermentioned property of the Defendants subject to the conditions of sale which are available for inspection at the offices of the Sheriff of the Supreme Court, Pretoria North West, at 202 Olivetti House, corner of Schubart and Pretorius Streets, Pretoria, and which will be read out prior to the sale:

Erf 6598, situated in the Township of Atteridgeville, Registration Division JR, Transvaal, measuring 675 square metres, held by Certificate of Ownership TE31622/93, known as 29 Tshivase Street, Atteridgeville Extension 2, Pretoria.

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

Dwelling-house with tiled roof consisting of lounge/dining-room, three bedrooms, kitchen, bathroom/basin, bathroom/toilet/ basin and toilet.

Dated at Pretoria on this the 19th day of May 1995.

D. Frances, for Hack Stupel & Ross, Attorneys for Plaintiff, Second Floor, Standard Bank Chambers, Church Square, Pretoria. [Tel. (012) 325-4185.] (Ref. D. Frances/JD HA2616.)

Case 23089/94

#### IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between The Standard Bank of South Africa Ltd, Plaintiff, and Phaladi Abraham Morake, First Defendant, and Josephine Tebogo Morake, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Transvaal Provincial Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court, Rustenburg, at the Magistrate's Court, corner of Van Staden and Klopper Streets, Rustenburg, on Friday, 30 June 1995 at 10:00, of the undermentioned property of the Defendants subject to the conditions of sale which are available for inspection at the offices of the Sheriff of the Supreme Court, Rustenburg, at Second Floor, Biblio Plaza, corner of Van Staden and Smit Streets, Rustenburg, and which will be read out prior to the sale:

Erf 2659, situated in the Township of Geelhoutpark Extension 6, Registration Division JQ, Transvaal, measuring 695 square metres, held by virtue of Deed of Transfer T115042/92, known as 40 Maanblom Crescent, Geelhoutpark Extension 6,

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

Dwelling-house with tiled roof consisting of lounge, kitchen, two bedrooms and bathroom/toilet.

Dated at Pretoria on this the 22nd day of May 1995.

D . Frances, Hack Stupel & Ross, Attorneys for Plaintiff, Second Floor, Standard Bank Chambers, Church Square, Pretoria. [Tel. (012) 325-4185.] (Ref. D. Frances/JD HA2690.)

Case 26543/94

## IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between Nedcor Bank Ltd, Plaintiff, and Andre Maurice Rabe, First Defendant, and Lindi Rabe, Second Defendant

A sale in execution of the undermentioned property is to be held in front of the Magistrate's Court, President Kruger Street, Middelburg, on 30 June 1995 at 10:00:

Full conditions of sale can be inspected at the Offices of the Sheriff of the Supreme Court, Auxilium Building, 4A Eksteen Street, Middelburg, and will also be read out by the Sheriff prior to the sale in execution.

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

Property: Portion 3 of Erf 731, Middelburg Township, Registration Division JS, Transvaal, measuring 1 745 square metres, held by virtue of Deed of Transfer No. T20077/94, also known as 4 Plein Street, Middelburg.

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

Hack Stupel & Ross, Attorneys for Plaintiff, P.O. Box 2000, Pretoria. [Tel. (012) 325-4185.] (Ref. Du Plooy/sv/GT2211.)

Case 6040/95

#### IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between Nedcor Bank Ltd, Plaintiff, and Meshack Gun Jiyana, Defendant

A sale in execution of the undermentioned property is to be held without reserve at the offices of the Sheriff of the Supreme Court, First Floor, Lastinda Building, Lisbon Street, Evander, on 5 July 1995 at 14:00:

Full conditions of sale can be inspected at the offices of the Sheriff of the Supreme Court, at the aforementioned address and will also be read out by the Sheriff prior to he sale in execution.

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

Property: All the right, title and interest to the leasehold in respect of: Erf 5450, Embalenhle Extension 9 Township, Registration Division IS, Transvaal.

Improvements: Two bedrooms, kitchen, lounge and bathroom.

Hack Stupel & Ross, Attorneys for Plaintiff, P.O. Box 2000, Pretoria. [Tel. (012) 325-4185.] (Ref. Du Plooy/sv/GT2392.)

Case 24026/94

#### IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between Nedcor Bank Limited, Plaintiff, and Jacobus Johannes Strydom, Defendant

A sale in execution of the undermentioned property is to be held in front of the Magistrate's Court, Bester Street, Nelspruit, on 23 June 1995 at 10:00:

Full conditions of sale can be inspected at the offices of the Sheriff of the Supreme Court, Nedbank Centre, Brown Street, Nelspruit, and will also be read out by the Sheriff, prior to the sale in execution.

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

Property: Portion 2 of Erf 2 in the Town West Acres, Registration Division JT, Transvaal, measuring 1 802 square metres, held by virtue of Deed of Transfer T77401/88, also known as 6 Trichilia Street, West Acres.

Improvements: Three bedrooms, kitchen, lounge, family room, two bathrooms, dining-room, garage and swimming-pool.

Hack Stupel & Ross, Attorneys for Plaintiff, P.O. Box 2000, Pretoria. [Tel. (012) 325-4185.] (Ref. Du Plooy/sv/GT2109.)

Case 2533/95

#### IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between Nedcor Bank Limited, Plaintiff, and Makoro Petrus Motebele, First Defendant, and Nkatsana Elizabeth Motebele, Second Defendant

A sale in execution of the undermentioned property is to be held at the Magistrate's Court, Mahwelereng, on 30 June 1995 at 11:00:

Full conditions of sale can be inspected at the offices of the Sheriff of the Supreme Court, Room 3, President Building, 41 Retief Street, Potgietersrus, and will also be read out by the Sheriff, prior to the sale in execution.

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

Property: Ownership Unit B1146, in the Township of Mahwelereng, District of Mokerong.

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

Hack Stupel & Ross, Attorneys for Plaintiff, P.O. Box 2000, Pretoria. [Tel. (012) 325-4185.] (Ref. Du Plooy/sv/GT2266.)

Saak 4048/95

#### IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen ABSA Bank Beperk, Eiser, en Itumeleng Robert Ndlovu, Eerste Verweerder, en Penelope Alina Ndlovu, Tweede Verweerder

'n Eksekusieverkoping word gehou deur die Balju, Wonderboom te Gedeelte 83, De Onderstepoort (net noord van Sasko Meule, ou Warmbadpad, Bon Accord), op 23 Junie 1995 om 11:00:

Erf 2148, The Orchards-uitbreiding 13-dorpsgebied, Registrasieafdeling JR, Transvaal, groot 837 vierkante meter, gehou kragtens Akte van Transport T79209/94 (beter bekend as Johan Steynstraat 7, The Orchards-uitbreiding 13).

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

Verbeterings: 'n Baksteenwoonhuis met teëldak en volvloermatte, bestaande uit 'n sitkamer, eetkamer, kombuis, drie slaapkamers en badkamer met bad, toilet en stort.

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

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

Saak 26266A/94

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

In die saak tussen ABSA Bank Beperk, Eiser, en John Gerhard Pohl, Verweerder

'n Eksekusieverkoping word gehou deur die Balju, Pretoria-Sentraal, te NG Sinodalesentrum, Visagiestraat 234, Pretoria, op 20 Junie 1995 om 10:00, van:

Restant van Gedeelte 1 van Erf 192, geleë in die dorp Rietfontein, Registrasieafdeling JR, Transvaal, groot 1 276 vierkante meter, gehou kragtens Akte van Transport T72452/90 (beter bekend as 15de Laan 521, Rietfontein).

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

Verbeterings: 'n Baksteenwoonhuis met sinkdak, volvloermatte en novilon vloere, bestaande uit 'n sitkamer, eetkamer, kombuis, drie slaapkamers en badkamer.

Buitegeboue: 'n Motorafdak, twee toilette, twee stoorkamers en werksarea.

Die eiendom is gesoneer vir woondoeleindes.

Besigtig voorwaardes by Balju, Pretoria-Sentraal, Messcorhuis, Margarethastraat 30, Pretoria.

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

Saak 4545/95

## IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen ABSA Bank Beperk, Eiser, en Maphoroane Johanna Masemola, Verweerder

'n Eksekusieverkoping word gehou deur die Balju, Thabamoopo, by die Landdroskantoor, Lebowakgomo, op 23 Junie 1995 om 10:00, van:

Erf S607, geleë in die dorpsgebied Lebowakgomo, distrik Thabamoopo, groot 710 vierkante meter, gehou kragtens Akte van Toekenning 884/88 (beter bekend as Erf 607, Zone 5, Lebowakgomo).

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

Verbeterings: 'n Baksteenwoonhuis met teëldak, vinielteëlvloere en volvloermatte, bestaande uit 'n sitkamer, kombuis, drie slaapkamers en badkamer.

Besigtig voorwaardes by die Landdroskantoor, Lebowakgomo.

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

Saak 31333/94

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

In die saak tussen Bankorp Beperk, Eiser, en Adriaan Johan Pohl, Verweerder

Ter uitwinning van 'n vonnis toegestaan op 9 September 1994 van die Landdroshof vir die distrik Pretoria, gehou te Pretoria, in bogemelde saak, sal 'n verkoping sonder 'n reserweprys gehou word te Sinodalesentrum, Visagiestraat 234, Pretoria, op Dinsdag, 20 Junie 1995 om 10:00, van die ondervermelde eiendom van die Eksekusieskuldenaar, onderworpe aan die voorwaardes wat deur die Balju gelees sal word ten tye van die verkoping en welke voorwaardes by die kantoor van die Balju, soos hieronder vermeld, voor die verkoping ter insae sal lê:

Eiendom: Erf 213, Jan Niemandpark, groot 744 vierkante meter, gehou kragtens Akte van Transport T25171/92.

Die volgende besonderhede word verstrek maar nie gewaarborg nie: Die eiendom is beter bekend as Suikerbekkieweg 45, East Lynne, Pretoria.

Bestaande uit: Woonkamer, toilet, motorafdak, badkamer, drie slaapkamers, kombuis, motorhuis en die geheel waarvan onder sinkdak is. Die eiendom word omring deur mure.

Voorwaardes: Verkoopvoorwaardes lê ter insae te die Baljukantoor, Pretoria-Noordoos, Pretoriusstraat 1210, Hatfield, Pretoria, vanaf 22 Mei 1995.

Van der Merwe & Ferreira, Nicolsonhuis, Grondvlak, Momentumpark, Nicolsonstraat, Brooklyn. (Verw. E. de Lange/KM.)

Saak 300/95

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

In die saak tussen ABSA Bank Beperk, handeldrywende as Trustbank, Eiser, en Carel David Hamman Wentzel, Eerste Verweerder, en Mariette Wentzel, Tweede Verweerder

Ingevolge 'n uitspraak in die Landdroshof te Randfontein op 27 Februarie 1995, en 'n lasbrief vir eksekusie gedateer 6 Maart 1995, sal die volgende eiendom op 7 Julie 1995 om 10:00, te die Baljukantoor, Parkstraat 40, Randfontein, aan die hoogste bieder verkoop word:

Erf 395, Randgate-dorpsgebied, Registrasieafdeling IQ, Transvaal, groot 495 (vierhonderd vyf-en-negentig) vierkante meter, gehou kragtens Akte van Transport T8626/1994, ook bekend as Van Deventerstraat 58, Randgate, Randfontein, met die volgende verbeterings daarop, waarvoor geen waarborg verskaf word nie:

Riffelsinkdakwoonhuis bestaande uit sitkamer, kombuis, drie slaapkamers, badkamer, toilet, buitekamer en motorafdak.

Verkoopvoorwaardes:

- 1. Die eiendom sal aan die hoogste bieder verkoop word, onderhewig aan die bepalings en voorwaardes van die Wet op Landdroshowe, die reëls daarkragtens uitgevaardig en die titelvoorwaardes insoverre van toepassing is.
- 2. Die koopprys sal betaal word teen 10% (tien persent) daarvan in kontant op die dag van die veiling, die balans van die koopprys plus enige rente betaalbaar, sal in kontant teen registrasie van transport van die eiendom in die naam van die koper betaalbaar wees, maar moet intussentyd verseker word deur 'n aanvaarbare bank- of bouverenigingwaarborg.
- 3. Die eiendom word voetstoots verkoop en nóg die Balju nóg die Vonnisskuldeiser sal aanspreeklik gehou word vir enige gebreke, latent of andersins, aan of in die eiendom.

Die volle verkoopvoorwaardes kan by die kantoor van die Balju te Parkstraat 40, Randfontein, nageslaan word.

Geteken te Randfontein op hierdie 17de dag van Mei 1995.

C. J. le Roux Prokureurs, Parkstraat 5, Randfontein; Posbus 8, Randfontein, 1760. (Tel. 412-2820.) (Verw. mev. Nolan/lw.)

Case 4811/91

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

In the matter between Nedcor Bank Limited, formerly known as Nedperm Bank Limited, Plaintiff, and Christon Booysen, First Defendant, and Magdalena Susanna Booysen, Second Defendant

In pursuance of a judgment in the Court of the Magistrate of Benoni, and writ of execution dated 21 April 1995, the property listed hereunder will be sold in execution on Wednesday, 28 June 1995 at 11:00, in front of the Magistrate's Court, Harpur Avenue, Benoni, to the highest bidder:

One half share of Holding 52, Benoni Agricultural Holdings, Registration Division IR, Transvaal, measuring 2,0235 (two comma zero two three five) hectares, known as 52 Cedar Street, Benoni Agricultural Holdings, Benoni.

No warranty or undertaking is given in relation to the nature of the improvements, which are described as follows: Main building: Bricks under tiles residence, comprising three bedrooms, two bathrooms, kitchen, lounge, dining-room and family-room. Outbuildings: Two garages, servant quarters and s/ablutions. Fencing: Wire. Zoning: Agricultural.

The material conditions of public auction:

- The sale will be without reserve and voetstoots.
- 2. The purchaser will pay all costs, of and incidental to the transfer of the property into his name including but not limited to municipal rates, transfer duty and VAT, where applicable, and the Sheriff's commission on the sale and the purchaser will at his own expense obtain a certificate of compliance in respect of the electrical installation.
- 3. A deposit of 10% (ten per centum) of the price, plus costs as in 2 above will be payable by the purchaser immediately after the sale and/or on later request. If the price is R10 000 or less the full price will be paid in place of the deposit. Bank guarantees for the payment of the balance of the price against registration of transfer of the property into the purchaser's name are to be delivered to the transferring attorney within 14 days of the sale date.
- 4. The purchaser will pay interest at 21,75% (twenty-one comma seven five per centum) per annum on all preferent creditor's claims which will include the Execution Creditor's claim.
- 5. Failing compliance with the conditions of sale, the sale may be enforced against the purchaser or alternatively cancelled subject to the purchaser being liable for damages.
  - 6. The sale will be subject to existing tenancy but if the Execution Creditor is the purchaser the sale will be free of tenancy.
  - 7. The full conditions of the sale may be inspected at Magistrate's Court or at the Sheriff's office.
- H. J. Falconer, for A. E. Cook, Cook & Falconer, Execution Creditor's Attorneys, Second Floor, Permanent Building, 47 Princes Avenue, P.O. Box 52, Benoni. (Tel. 845-2700.) (Ref. HJF/Miss Narrendas.)

Case 3463/92

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

In the matter between Nedperm Bank Limited, Plaintiff, and Tamsanqa Andile Mpahlwa, Defendant

On 23 June 1995 at 11:15, the undermentioned property will be sold in execution at the Sheriff's Offices, 182 Leeuwpoort Street, Boksburg:

Certain: Right of leasehold in respect of Erf 13733, Vosloorus Extension 10, Registration Division IR, the Province of Pretoria-Witwatersrand-Vereeniging, situated 13733 Vosloorus Extension 10, Boksburg.

Improvements: Detached single storey brick residence consisting of three bedrooms, one and a half bathrooms, lounge, dining-room, kitchen and outbuilding comprising of 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 centum) of the price plus Sheriff's commission on the date of sale and the balance plus interest at the Plaintiff's current lending rates on transfer, to be secured by acceptable guarantees within 14 days of the sale.
- 3. The purchaser shall pay all amounts necessary to obtain transfer of the property, including transfer costs and duties, rates, taxes and other charges payable to the Local Authority.
  - 4. The risk and benefit in and to the property shall pass to the purchaser on the date of sale.
  - 5. No warranty is given in relation to the nature or description of the improvements.

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

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

Tuckers Inc., Permanent Building, Commissioner Street, Boksburg. (Tel. 892-3400.) (Ref. Mrs Pinheiro/H365.)

Case 683/95

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

In the matter between Nedcor Bank Limited, Plaintiff, and Mbuyiselwa Caiphas Ngidi, Defendant

On 23 June 1995 at 11:15, the undermentioned property will be sold in execution at the Sheriff's Offices, 182 Leeuwpoort Street, Boksburg:

Certain: Right of leasehold in respect of Erf 1600, Vosloorus Extension 3, Registration Division IR, the Province of Pretoria-Witwatersrand-Vereeniging, situated at 1600 Vosloorus Extension 3, Boksburg.

Improvements: Detached single storey brick residence consisting of two bedrooms, bathroom, kitchen and lounge.

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

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

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

Tuckers Inc., Permanent Building, Commissioner Street, Boksburg. (Tel. 892-3400.) (Ref. Mrs L. Pinheiro/H02077.)

Case 1798/95

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

In the matter between Nedcor Bank Limited, Plaintiff, and Mandla Godfrey Ngubane, First Defendant, and Joyce Nobelungu Ngubane, Second Defendant

On 23 June 1995 at 11:00, the undermentioned property will be sold in execution at the Sheriff's Offices, 182 Leeuwpoort Street, Boksburg:

Certain: Erf 17027, Vosloorus Extension 25, Registration Division IR, the Province of Pretoria–Witwatersrand–Vereeniging, situated at 17027 Vosloorus Extension 25, Boksburg.

Improvements: Detached single storey brick residence consisting of two bedrooms, bathroom, kitchen and lounge.

- 1. The sale shall be without reserve, and the property shall, subject to the Magistrates' Courts Act, 1944, and the other conditions of sale, be sold voetstoots to the highest bidder.
- 2. The purchaser shall pay 10% (ten per centum) of the price plus Sheriffs 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 transfer costs and duties, rates, taxes and other charges payable to the Local Authority.

- 4. The risk and benefit in and to the property shall pass to the purchaser on the date of sale.
- 5. No warranty is given in relation to the nature or description of the improvements.

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

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

Tuckers Inc., Permanent Building, Commissioner Street, Boksburg. (Tel. 892-3400.) (Ref. Mrs L. Pinheiro/H03080.)

Case 5478/95

#### IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between Nedcor Bank Limited, Plaintiff, and Clive Ashley Hill, Defendant

Notice is hereby given that on 23 June 1995 at 11:00, the undermentioned property will be sold by public auction at the offices of the Sheriff, Brakpan, 439 Prince George Avenue, Brakpan, pursuant to a judgment in this matter granted by the above Honourable Court on, namely:

Certain: A unit consisting of Section 9, as shown and more fully described on Sectional Plan SS92/1987, in the scheme known as Eastport in respect of the land and building or buildings situated at Dalpark Extension 11, and an undivided share in the common property, Registration Division IR, The Province of Pretoria-Witwatersrand-Vereeniging, situated at 9 Eastport, 2 Opperman Street, Dalpark Extension 11, Brakpan.

The following improvements (which are not warranted to be correct) exist on the property: Detached single storey residence, consisting of two bedrooms, bathroom, kitchen, dining-room and lounge and outbuilding comprised of carport.

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

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

Tuckers Inc., Second Floor, Permanent Building, 312 Commissioner Street, Boksburg. (Tel. 892-3400.) (Ref. Mrs L. Pinheiro/H03062.)

Case 7662/89

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF BOKSBURG HELD AT BOKSBURG In the matter between Nedcor Bank Limited, Plaintiff, and Mpapi Doris Mthembu, Defendant

On 23 June 1995 at 11:15, the undermentioned property will be sold in execution at the Sheriff's Offices, 182 Leeuwpoort Street, Boksburg:

Certain: Right of leasehold in respect of Erf 1383, Vosloorus, Registration Division IR, The Province of Pretoria-Witwatersrand-Vereeniging, situated at 1383 Khari Street, Vosloorus, Boksburg.

Improvements: Detached single storey brick residence, consisting of two bedrooms, bathroom, kitchen and lounge.

- 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 transfer costs and duties, rates, taxes and other charges payable to the Local Authority.
  - 4. The risk and benefit in and to the property shall pass to the purchaser on the date of sale.
  - 5. No warranty is given in relation to the nature or description of the improvements.

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

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

C. M. Klinkert, for Tuckers Inc., Permanent Building, Commissioner Street, Boksburg. (Tel. 892-3400.) (Ref. Mrs L. Pinheiro/H1089.)

Case 9451/89

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

In the matter between Nedcor Bank Limited, Plaintiff, and Fingeleni Selina Ngobese, Defendant

On 23 June 1995 at 11:15, the undermentioned property will be sold in execution at the Sheriff's Offices, 182 Leeuwpoort Street, Boksburg:

Certain: Erf 421, Vosloorus, Registration Division IR, The Province of Pretoria-Witwatersrand-Vereeniging, situated at 421 Gama Street, Vosloorus, Boksburg.

Improvements: Detached single storey brick residence, consisting of two bedrooms, bathroom, kitchen and lounge.

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 transfer costs and duties, rates, taxes, and other charges payable to the Local Authority.
  - 4. The risk and benefit in and to the property shall pass to the purchaser on the date of sale.
  - 5. No warranty is given in relation to the nature or description of the improvements.

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

Dated at Boksburg on this 18th day of May 1995.

Tuckers Inc., Permanent Building, Commissioner Street, Boksburg. (Tel. 892-3400.) (Ref. Mrs L. Pinheiro/H03050.)

Case 788/95

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

In the matter between ABSA Bank Limited (Allied Bank Division), Plaintiff, and Joseph Mokoena, First Defendant, and Lineo Julia Mokoena, Second Defendant

In pursuance of a judgment in the Court for the Magistrate of Benoni, on 6 March 1995, and writ of execution issued pursuant thereto the property listed hereunder will be sold in execution on 28 June 1995 at 11:00, in front of the Magistrate's Court, Harpur

Certain: All the right, title and interest in the leasehold in respect of Erf 6194, Etwatwa Extension 3 Township, Registration Division IR, Transvaal, situated at 6194 Etwatwa Extension 3, Daveyton, Benoni, measuring 252 (two hundred and fifty-two)

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

Property zoned: Residential purposes.

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

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

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

Hammond Pole & Dixon, Attorneys for Plaintiff, 10 Bloem Street, Boksburg. C/o 75 Elston Avenue, Benoni. (Tel. 917-4631.) (Ref. A00461/Mrs Kok.)

Case 954/95

## IN THE MAGISTATE'S COURT FOR THE DISTRICT OF BENONI HELD AT BENONI

In the matter between ABSA Bank Limited (Allied Bank Division), Plaintiff, and George Goitsemang Motingwe, Defendant

In pursuance of a judgment in the Court of the Magistrate of Benoni on 6 March 1995, and writ of execution issued pursuant thereto the property listed hereunder will be sold in execution on 28 June 1995, at 11:00 in front of the Magistrate's Court, Harpur

Certain all the right, title and interest in the leasehold in respect of Erf 6263, Etwatwa Extension 3 Township, Registration Division IR, Transvaal, situated at 6263 Etwawta Extension 3, Daveyton, Benoni, measuring 589 (five hunred and eighty-nine)

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

Building built of brick and tiled roof, comprising lounge, kitchen, two bedrooms, bathroom and w.c. Property is zoned: Residential purposes.

The conditions of sale

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

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

Dated at Benoni on this the 18th day of May 1995.

Hammond Pole & Dixon, Attorney for Plaintiff, 10 Bloem Street, Boksburg; c/o 75 Elston Avenue, Benoni. (Tel. 917-4631.) (Ref. A00577/Mrs Kok.)

Case 796/95

## IN THE MAGISTATE'S COURT FOR THE DISTRICT OF BENONI HELD AT BENONI

In the matter between ABSA Bank Limited (Allied Bank Division), Plaintiff, and James Phineas Zitha, First Defendant, and Jane Velephi Zitha, Second Defendant

In pursuance of a judgment in the Court of the Magistrate of Benoni on 6 March 1995, and writ of execution issued pursuant thereto the property listed hereunder will be sold in execution on 28 June 1995, at 11:00 in front of the Magistrate's Court, Harpur

Certain all the right, title and interest in the leasehold in respect of Erf 6081, Etwatwa Extension 3 Township, Registration Division IR, Transvaal, situated at 6081 Etwawta Extension 3, Daveyton, Benoni, measuring 267 (two hundred and sixty-seven)

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

Building built of brick and tiled roof, comprising lounge, dining-room, kitchen, three bedrooms, bathroom and w.c. Outbuilding: Garage, wire fencing. Property zoned: Residential purposes:

The conditions of sale

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

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

Dated at Benoni on this the 18th day of May 1995.

Hammond Pole & Dixon, Attorney for Plaintiff, 10 Bloem Street, Boksburg; c/o 75 Elston Avenue, Benoni. (Tel. 917-4631.) (Ref. A00564/Mrs Kok.)

Case 11624/94

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

In the matter between ABSA Bank Limited (United Bank Division) (86/04794/06), Plaintiff, and Khehla Esau Ngwenya, Defendant

In pursuance of a judgment in the Court for the Magistrate of Boksburg, on 24 January 1995 and writ of execution issued pursuant thereto the property listed hereunder will be sold in execution on 30 June 1995 at 11:15 at the office of the Sheriff, 182 Leeuwpoort Street, Boksburg, to the highest bidder:

Certain Portion 13, of Erf 83, Delmore Park Extension 1 Township, situated at 21 Janeke Street, Delmore Park Extension 1, in the Township of Delmore Park Extension 1, District of Boksburg, measuring 312 (three hundred and twelve) square metres.

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

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

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

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

Hammond Pole & Dixon Inc., Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 917-4631.) (Ref. U00381/Mrs Teixeira.)

Case 12667/94

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

In the matter between ABSA Bank Limited (United Bank Division) (86/04794/06), Plaintiff, and Moeketsi Alfred Magiso, First Defendant, and Tebego Marriam Magiso, Second Defendant

In pursuance of a judgment in the Court for the Magistrate of Boksburg, on 7 February 1995 and writ of execution issued pursuant thereto the property listed hereunder will be sold in execution on 30 June 1995 at 11:15 at the office of the Sheriff, 182 Leeuwpoort Street, Boksburg, to the highest bidder:

Certain all right, title and interest in the leasehold in respect of Lot 6845, Vosloorus Extension 9 Township, situated at 6845 U-Fabele Street, Vosloorus Extension 9, in the Township of Vosloorus Extension 9, District of Boksburg, measuring 367 (three hundred and sixty-seven) square metres.

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

The conditions of sale

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

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

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

Hammond Pole & Dixon Inc., Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 917-4631.) (Ref. U00435/Mrs Teixeira.)

Case 11903/94

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

In the matter between ABSA Bank Limited (United Bank Division) (86/04794/06), Plaintiff, and William Mofokeng, First Defendant, and Jesi Elizabeth Mofokeng, Second Defendant

In pursuance of a judgment in the Court for the Magistrate of Boksburg, on 15 December 1994 and writ of execution issued pursuant thereto the property listed hereunder will be sold in execution on 30 June 1995 at 11:15 at the office of the Sheriff, 182 Leeuwpoort Street, Boksburg, to the highest bidder:

Certain all the right, title and interest in the leasehold in respect of Erf 698, Mabuya Park Township, situated on 698 Mphahlele Street, Mabuya Park, in the Township of Mabuya Park, District of Boksburg, measuring 281 (two hundred and eightyone) square metres.

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

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

Hammond Pole & Dixon Inc., Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 917-4631.) (Ref. U00409/Mrs Teixeira.)

Case 7260/94

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

In the matter between ABSA Bank Limited (United Bank Division) (86/04794/06), Plaintiff, and Clarence Norbury Otto, First Defendant, and Ingrid Elsa Otto, Second Defendant

In pursuance of a judgment in the Court for the Magistrate of Boksburg, on 25 July 1994 and writ of execution issued pursuant thereto the property listed hereunder will be sold in execution on 30 June 1995 at 11:15 at the office of the Sheriff, 182

Certain Erf 868, Boksburg North Extension Township, situated at 77 Eighth Street, Boksburg North Extension, in the Township of Boksburg North Extension, District of Boksburg, measuring 743 (seven hundred and forty-three) square metres.

The following improvements are reported to be on the property, but nothing is guaranteed: Building built of brick and plaster, tiled roof comprising lounge, kitchen, laundry, bathroom with a w.c. and a shower and three bedrooms. 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 22nd day of May 1995.

Hammond Pole & Dixon Inc., Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 917-4631.) (Ref. U00226/Mrs Teixeira.)

Case 9069/94

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

In the matter between ABSA Bank Limited (United Bank Division) (86/04794/06), Plaintiff, and Hendrik Johannes Olwage, Defendant

In pursuance of a judgment in the Court for the Magistrate of Boksburg, on 12 September 1994 and writ of execution issued pursuant thereto the property listed hereunder will be sold in execution on 30 June 1995 at 11:15 at the office of the Sheriff, 182

Certain Erf 573, Parkrand Township, situated at 30 Fairbridge Street, Parkrand, in the Township of Parkrand, District of Boksburg, measuring 1 022 (one thousand and twenty-two) square metres.

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

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 22nd day of May 1995.

Hammond Pole & Dixon Inc., Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 917-4631.) (Ref. A00269/Mrs Teixeira.)

Case 11705/94

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

In the matter between ABSA Bank Limited (United Bank Division) (86/04794/06), Plaintiff, and Diema Johannes Thipe, Defendant

In pursuance of a judgment in the Court for the Magistrate of Boksburg, on 14 December 1994 and writ of execution issued pursuant thereto the property listed hereunder will be sold in execution on 30 June 1995 at 11:15 at the office of the Sheriff, 182

Certain Erf 2990, Vosloorus Township, situated at 2990 Roets Drive, Vosloorus, in the Township of Vosloorus, District of Boksburg.

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

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

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

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

Hammond Pole & Dixon Inc., Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 917-4631.) (Ref. U00400/Mrs Teixeira.)

Case 1906/94

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

In the matter between ABSA Bank Limited (United Bank Division) (86/04794/06), Plaintiff, and Peter Andrew Laing, First Defendant, and Catherine Susan Laing, Second Defendant

In pursuance of a judgment in the Court for the Magistrate of Boksburg, on 15 December 1994, and writ of execution issued pursuant thereto the property listed hereunder will be sold in execution on 30 June 1995 at 11:15, at the office of the Sheriff, 182 Leeuwpoort Street, Boksburg, to the highest bidder:

Certain: Erf 174, Cinderella Township, situated on 44 Killian Avenue, Cinderella, in the Township of Cinderella, District of Boksburg, measuring 1 151 (one thousand one hundred and fifty-one) square metres.

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

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

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

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

Hammond Pole & Dixon Inc., Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 917-4631.) (Ref. U00408/Mrs Teixeira.)

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

In the matter between ABSA Bank Limited (United Bank Division) (86/04794/06), Plaintiff, and Louie John Busby, First Defendant, and Heather Desiree Busby, Second Defendant

In pursuance of a judgment in the Court for the Magistrate of Boksburg, on 20 June 1994, and writ of execution issued pursuant thereto the property listed hereunder will be sold in execution on 30 June 1995 at 11:15, at the office of the Sheriff, 182 Leeuwpoort Street, Boksburg, to the highest bidder:

Certain: Erf 745, Reiger Park Extension 1 Township, situated on 745 Klapperbos Street, Reiger Park Extension 1, in the Township of Reiger Park Extension 1, District of Boksburg, measuring 644 (six hundred and forty-four) square metres.

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

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

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

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

Hammond Pole & Dixon Inc., Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 917-4631.) (Ref. U00198/Mrs Teixeira.)

Case 2300/95

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

In the matter between ABSA Bank Limited (United Bank Division) (86/04794/06), Plaintiff, and Vincent Reginald Matlou Kgadima, First Defendant

In pursuance of a judgment in the Court for the Magistrate of Boksburg, on 12 April 1995, and writ of execution issued pursuant thereto the property listed hereunder will be sold in execution on 30 June 1995 at 11:15, at the office of the Sheriff, 182 Leeuwpoort Street, Boksburg, to the highest bidder:

Certain: All the right, title and interest in the leasehold in respect of Erf 5170, Vosloorus Township, situated on 5170 Roets Drive, Vosloorus, in the Township of Vosloorus, District of Boksburg, measuring 260 (two hundred and sixty) square metres.

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

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

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

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

Hammond Pole & Dixon Inc., Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 917-4631.) (Ref. U00482/Mrs Teixeira.)

Case 4475/93

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

In the matter between ABSA Bank Limited (United Bank Division) (86/04794/06), Plaintiff, and Wilhelm Pretorius, Defendant In pursuance of a judgment in the Court for the Magistrate of Boksburg, on 29 June 1993, and writ of execution issued pursuant thereto the property listed hereunder will be sold in execution on 30 June 1995 at 11:15, at the office of the Sheriff,

182 Leeuwpoort Street, Boksburg, to the highest bidder:

Certain: Portion 122 (a portion of Portion 59) of the farm Klipfontein 83, situated on 10 Trichardt Road, Klipfontein Agricultural Holdings, in the Township of Klipfontein Agricultural Holdings, District of Boksburg, measuring 2 023 (two thousand and twenty-three) square metres.

The following improvements are reported to be on the property, but nothing is guaranteed: Building built of brick and plaster, tiled roof, comprising lounge, dining-room, four bedrooms, bathroom and w.c., staff room, garage, three carports 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. . A50.

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 22nd day of May 1995.

Hammond Pole & Dixon Inc., Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 917-4631.) (Ref. AU0192/Mrs Teixeira.)

Case 21188/94

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

In the matter between Bree's Fabrics (Pty) Ltd, Plaintiff, and Malcolm Burroughs, Defendant

In execution of a judgment of the Magistrate's Court for the District of Randburg, held at Randburg, in the above-mentioned suit, a sale without reserve will be held at the office of the Sheriff, Midrand, Alexandra, Unit 2, North View, 45 Richards Drive, Halfway House, on 20 June 1995 at 14:30, of the undermentioned property of the Defendant on the conditions and which may be inspected at the offices of the Sheriff, Unit 2, North View, 45 Richards Drive, Halfway House, prior to the sale:

Certain Erf 37, Park, President Park, Portion 3 Township, Registration Division IR, Transvaal, in extent 8 565 (eight thousand five hundred and sixty-five) square metres, situated at 3/37 Kruger Street, President Park.

The following information is furnished in respect of the improvements, though in this respect nothing is guaranteed: Pitched roof dwelling comprising of three bedrooms, separate toilet, lounge, family-room, kitchen, two bedrooms, dining-room, study, all with tile or carpet covering, with a garage, two servants' rooms and swimming-pool as well as a wired fencing.

Terms: 10% (ten per cent) of the purchase price in cash payable immediately upon the conditions 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 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) of the proceeds of the sale up to a price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg on this 15th day of May 1995.

Breytenbach Mostert, Plaintiff's Attorneys, First Floor, Sunnyside Centre, 13 Forstlaan, Milpark, Johannesburg. (Tel. 726-7222.) (Ref. Mr Mostert/EA0142.)

Saak 12694/95

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

In die saak tussen ABSA Bank Beperk, handeldrywende as Trust Bank, Eiser, en Van Waveren Christopher John, Identiteitsnommer 5104140555110, Verweerder

'n Openbare veiling sonder 'n reserweprys sal deur die Balju, Wonderboom, te Gedeelte 83, De Onderstepoort (noord van Sasko Meule, ou Warmbadpad, Bon Accord), op 23 Junie 1995 om 11:00, volgens voorwaardes wat nou by die kantore van die Balju, Wonderboom, te Gedeelte 83, De Onderstepoort (noord van Sasko Meule, ou Warmbadpad, Bon Accord), ter insae lê en wat ten tye van die veiling voorgelees sal word, van die volgende eiendom:

Gedeelte 219 ('n gedeelte van Gedeelte 124), plaas Grootvlei 272, Registrasieafdeling JR, Transvaal, groot 9,2719 (nege komma twee sewe een nege) hektaar, gehou kragtens Akte van Transport T32549/88.

Hierdie eiendom is geleë te Plot 219, Grootvlei, Pretoria.

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

Konstruksie: Mure-prismamure wat geverf is, vloer-matte en teëls, en dak-plat sink.

Buitegeboue: Afdak, bediendekamer, boorgat en draadomheining.

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 22ste dag van Mei 1995.

E. J. J. Geyser, vir Rooth & Wessels, Tweede Verdieping, Eerste Nasionale Bankgebou, Kerkplein, Pretoria. (Tel. 325-2940.) (Verw. Geyser/mev. Mare/A1811.)

Saak 57708/94

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

In die saak tussen ABSA Bank Beperk, Eiser, en Daniel Willem Adriaan Liebenberg, Verweerder

'n Eksekusieverkoping word gehou deur die Balju, Pretoria-Sentraal, te NG Sinodalesentrum, Visagiestraat 234, Pretoria, op 20 Junie 1995 om 10:00, van:

Erf 389, geleë in die dorpsgebied Môregloed, Registrasieafdeling JR, Transvaal, groot 952 vierkante meter, gehou kragtens Akte van Transport T46485/93 (beter bekend as Kafferboomstraat 1197, Môregloed).

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

Verbeterings: 'n Baksteenwoonhuis met sinkdak, houtvloere en volvloermatte, bestaande uit 'n ingangsportaal, sitkamer, kombuis, drie slaapkamers en badkamer.

Buitegeboue: Motorafdak, bediendekamer en toilet.

Besigtig voorwaardes by Balju, Pretoria-Sentraal, Messcorhuis, Margarethastraat 30, Pretoria.

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

Saak 16944/95

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

In die saak tussen ABSA Bank Beperk, Eiser, en André Bernard Vos, Eerste Verweerder, en Johanna Jacoba Vos, Tweede Verweerder

'n Eksekusieverkoping word gehou deur die Balju, Pretoria-Wes, te Kamer 603A, Sesde Verdieping, Olivettihuis, hoek van Schubart- en Pretoriusstraat, Pretoria, op 22 Junie 1995 om 10:00, van:

Erf 560, geleë in die dorp Kwaggasrand, Registrasieafdeling JR, Transvaal, groot 992 vierkante meter, gehou kragtens Akte van Transport T30008/94 (beter bekend as Mahemstraat 241, Kwaggasrand).

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

Verbeterings: 'n Baksteenwoonhuis met teëldak en volvloermatte, bestaande uit 'n sitkamer, kombuis, vier slaapkamers, badkamer en aparte toilet.

Buitegeboue: Enkelmotorhuis, bediendekamer en toilet.

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

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

Saak 2690/93

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

In die saak tussen Nedcor Bank Beperk, Eiser, en Renier Johannes van Jaarsveld, Eerste Verweerder, en Louisa Jacoba van Jaarsveld, Tweede Verweerder

Ingevolge uitspraak van die Landdros van Randfontein, en lasbrief tot geregtelik verkoop met datum 13 September 1993, sal die ondervermelde eiendom geregtelik verkoop word op 23 Junie 1995 om 10:00, by die Baljukantoor, Parkstraat 40, Randfontein, aan die hoogste bieder, naamlik:

Erf 1003, Greenhills-dorpsgebied, Registrasieafdeling IQ, Transvaal, groot 855 (agthonderd vyf-en-vyftig) vierkante meter, gehou kragtens Grondbrief T33743/1989, bekend as Springbokstraat 37, Greenhills, Randfontein, waarop opgerig is 'n losstaande enkelverdiepingwoonhuis onder 'n sinkdak wat bestaan uit drie slaapkamers, badkamer, kombuis, sitkamer en eetkamer. Die buitegeboue bestaan uit 'n motorhuis en die perseel is omhein met betonmure. Geen waarborg word egter gegee ten opsigte van voorgaande omskrywing nie.

Voorwaardes: R5 000 (vyfduisend rand) of 10% (tien persent) van die koopsom wat ookal die meeste is, in kontant op die dag van verkoop en die balans teen registrasie van transport, verseker te wees deur 'n goedgekeurde bank- of bouverenigingwaarborg, gelewer te word binne 21 (een-en-twintig) dae. Die koper moet transportkoste, belastings, ens. betaal. Die eiendom word voetstoots verkoop onderhewig aan enige bewoningsreg. Die volledige voorwaardes van verkoop, wat na die verkoop onderteken moet word, mag gedurende kantoorure by die kantoor van die Balju, Parkstraat 40, Randfontein, nagesien word.

Die Eiser is bereik om 'n verband aan 'n goedgekeurde koper toe te staan.

C. J. Oosthuizen, vir Truter Crous & Wiggill, Prokureurs vir Eiser, Iurisgebou, Posbus 116, Randfontein, 1760. (Verw. CJO/CC/N585.)

Case 2136/95

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

In the matter between NBS Bank Limited, Plaintiff, and Jan Hendrik Engelbrecht, Defendant

A sale in execution will be held on 22 June 1995 at 603A, Sixth Floor, Olivetti House, corner of Schubart and Pretorius Streets, Pretoria, of:

Remaining Extent of Portion 4 (a portion of Portion 1) of Erf 556, situated in the Township of Mountain View, Registration Division JR, Transvaal, measuring 1 493 (one thousand four hundred and ninety-three) square metres, known as 387 Ivor Avenue, Mountain View, Pretoria.

The following improvements are reported to be on the property, but nothing is guaranteed: Dwelling: Single-storey, brickwalls, corrugated iron roof, fitted carpets, novilon, lounge, dining-room, kitchen, three bedrooms, bathroom, w.c., back and front stoeps, entrance hall, TV-room, garage, two stores, outside w.c., concrete walls, brickwalls and concrete pavings.

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

Solomon, Nicolson, Rein & Verster, Plaintiff's Attorneys. (Ref. Mr Stolp/RH/M1233.

Saak 137/95

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

In die saak tussen NBS Bank Beperk, Eksekusieskuldeiser, en Jacob Plate Masango, Eerste Eksekusieskuldenaar, en Johanna Sibunjwana Masango, Tweede Eksekusieskuldenaar

Geliewe kennis te neem dat die ondergemelde eiendom na aanleiding van 'n vonnis wat in bogemelde saak op 6 April 1995 toegestaan is, op 23 Junie 1995 om 10:00, te die Landdroshof, Van Riebeeckstraat, Belfast, in eksekusie verkoop sal word ooreenkomstig die verkoopvoorwaardes wat ter insae sal lê by die Landdroskantoor, Witbank, vir 'n tydperk van 10 (tien) dae

Sekere Erf 263, Siyathuthuka-dorpsgebied, Registrasieafdeling JS, Transvaal, groot 286 (tweehonderd ses-en-tagtig) vierkante meter, gehou deur die Verbandgewer kragtens Akte van Transport TL26895/90.

Die eiendom is as volg verbeter: Woonhuis met buitegeboue.

Die verkoping is onderhewig aan die volgende voorwaardes:

- 1. Onderhewig aan artikel 66 (2) van die Wet No. 21 van 1944, is die koop sonder reserwe en die eiendom sal aan die hoogste bieder verkoop word.
- 2. Die koopprys is betaalbaar by wyse van 'n deposito van 10% (tien persent) by sluiting van die verkoping en die balans is betaalbaar binne 30 (dertig) dae vanaf datum van verkoping. Die koper moet binne genoemde periode of die kontantgeld betaal, òf 'n goedgekeurde waarborg lewer vir betaling van die balans van die koopprys op datum van registrasie.
  - Die eiendom word voetstoots verkoop.
- 4. Die koper sal aanspreeklik wees vir alle agterstallige belastings, heffings, ensovoorts op die eiendom asook rente op die koopprys soos deur die skuldeiser bepaal.

Geteken te Witbank op hierdie 11de dag van Mei 1995.

J. van Rensburg, vir Van Rensburg Kruger, Prokureurs vir Eksekusieskuldeiser, p.a. De Villiers Prokureurs, Fitzgeraldstraat 26; Posbus 111, Belfast.

Case 22587/93

### IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between Investec Bank Limited, and Lewis: Anthony Charles Hayton, Chapman: Eric George, Ketjen: Robert Willink, Erwee: Johann, Grey: Pieter Cornelius, Wannenburg: William Michael, N. N. O., First Respondents, in their capacity as duly appointed trustees of the Waterkloof Forum Trust, Gambut Investments CC, Second Respondent, and Lewis:

A sale will be held by the Sheriff, Pretoria East, at 142 Struben Street, Pretoria, on 21 June 1995 at 10:00:

Certain Sections 8, 11, 13 and 15, situated on Erf 287, in the Township of Waterkloof, Registration Division JR, Transvaal, measuring Section 8, measuring 92 (ninety-two) square metres, Section 11, measuring 108 (one hundred and eight) square metres, Section 13, measuring 227 (two hundred and twenty-seven) square metres, Section 15, measuring 74 (seventy-four) square metres, known as Waterkloof Forum, 374 Milner Street, Waterkloof, Pretoria, held under Section Title ST478-8/90, ST478-11/90, ST478-13/90 and ST478-15/90.

Improvements: (a) Section 8 and 11, known as Suite 8, which consists of double storey offices with a roof garden.

- (b) Section 13, known as Suite 10, being single storey offices.
- (c) Section 15, known as Suite 12, which consists of single storey offices.

Nothing in this respect is guaranteed.

Inspect conditions at Sheriff, Pretoria East, 142 Struben Street, Pretoria. Jacobson and Levy Inc.

Case 25173/94

### IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between ABSA Bank Limited (United Bank Division), Plaintiff, and Mokhutswane, Pogis Michael, 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 Midrand, Lochner Park, Block D, First Floor, corner of Richard Drive and Suttie Street, Halfway House, on 21 June 1995 at 14:30, 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 may be inspected at the offices of the Sheriff, Lochner Park, Block D, First Floor, corner of Richard Drive and Suttie Street, Halfway House, prior to the sale:

Erf 7, Alexandra Extension 1 Township, Registration Division IR, Transvaal, measuring 800 (eight hundred) square metres, situated at Erf 7, Alexandra Extension 1 Township.

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

Dwelling consisting of lounge, dining-room, kitchen, three bedrooms, bathroom and toilet. Outbuilding: Single garage.

The property is zoned Residential.

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

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

Signed at Johannesburg on the 5th day of May 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. M60014/AB.)

Case 31527/94

#### IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

### In the matter between Nedcor Bank Limited, Plaintiff, and Peterson, Samuel, 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, Klaburn Court, 22 B Ockerse Street, corner of Ockerse and Rissik Streets, Krugersdorp, on 21 June 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 at Klaburn Court, 22 B Ockerse Street, corner of Ockerse and Rissik Streets, Krugersdorp, prior to the sale:

All right, title and interest in the leasehold in respect of Portion 5 of Erf 13768, Kagiso Extension 8 Township, Registration Division IQ, Transvaal, measuring 368 (three hundred and sixty-eight) square metres, situated at Portion 5 of Erf 13768, Kagiso Extension 8 Township.

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

Dwelling under tiled roof, lounge, kitchen, two bedrooms and bathroom.

The property is zoned Residential.

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

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

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

Signed at Johannesburg on the 16th day of May 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. P29246/PC.)

Case 3629/95

#### IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

## In the matter between Nedcor Bank Limited, Plaintiff, and Mahlangu, Vusumzi Justice, 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, Klaburn Court, 22B Ockerse Street, corner of Ockerse and Rissik Street, Krugersdorp, on 21 June 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 at Klaburn Court, 22B Ockerse Street, corner of Ockerse and Rissik Streets, Krugersdorp, prior to the sale:

All right, title and interest in the leasehold in respect of Erf 10726, Kagiso Extension 6 Township, Registration Division IQ, Transvaal, measuring 325 (three hundred and twenty-five) square metres, situated at Erf 10726, Kagiso Extension 6 Township.

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

Dwelling under tiled roof, lounge, dining-room, kitchen, three bedrooms and bathroom.

The property is zoned Residential.

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

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

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

Signed at Johannesburg on the 16th day of May 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. M29760/PC.)

Case 05111/95

#### IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

### In the matter between Nedcor Bank Limited, Plaintiff, and Jamodien, Aslam, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit a sale without reserve will be held by the Sheriff at the offices of De Klerk, Vermaak & Partners Inc., Overvaal Building, 28 Kruger Avenue, Vereeniging, on 22 June 1995 at 10:00, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of De Klerk, Vermaak & Partners Inc., Overvaal Building, 28 Kruger Avenue, Vereeniging, prior to the

Erf 56, Zakariyya Park Extension 1 Township, Registration Division IQ, Transvaal, measuring 616 (six hundred and sixteen) square metres, situated at 56 Garram Masala Drive, Zakariyya Park Extension 1 Township.

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

Dwelling under tiled roof, lounge, three bedrooms and bathroom. Outbuilding: Carport.

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 or building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale. Auctioneers charges, payable on the day of sale, to be calculated as follows:

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

Signed at Johannesburg on this the 16th day of May 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. J29814/PC.)

C/o N. C. H. Bouwman, Sheriff of the Supreme Court, Overvaal Building, 2 Kruger Avenue, Vereeniging. [Tel. (016) 21-3400.]

Case 24870/94

#### IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

## In the matter between Nedcor Bank Limited, Plaintiff, and Fourie, Johannes Niclas, 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, in front of the Magistrate's Court, Pollock Street, Randfontein, on 23 June 1995 at 14:15, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the Sheriff's Office, 3 Railway Street, Randfontein, prior to the sale:

Erf 2286, Toekomsrus Extension 1 Township, Registration Division IQ, Transvaal, measuring 300 (three hundred) square metres, situated at 13 Apricot Street, Toekomsrus Extension 1 Township.

The following information is furnished in respect of the improvements, though in this respect nothing is guaranteed: Dwelling under tiled roof, lounge, kitchen, two bedrooms and bathroom.

The property is zoned Residential.

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

Auctioneers' 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).

Signed at Johanesburg on this the 5th day of May 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. F28729/PC.)

Case 18807/94

#### IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

### In the matter between Nedcor Bank Limited, Plaintiff, and Mogapi, Gabathusi Jacob, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff, in front of the Magistrate's Court, Pollock Street, Randfontein, on 23 June 1995 at 14:15, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the Sheriff's Office, 3 Railway Street, Randfontein, prior to the sale:

Erf 2478, Mohlakeng Township, Registration Division IQ, Transvaal, measuring 261 (two hundred and sixty-one) square metres, situated at 2478 Gumenke Drive, Mohlakeng Township.

The following information is furnished in respect of the improvements, though in this respect nothing is guaranteed: Dwelling under iron roof, dining-room, kitchen and two bedrooms.

The property is zoned Residential

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

Auctioneers' 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).

Signed at Johanesburg on this the 4th day of May 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. M27971/PC.)

Case 17967/94

#### IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between The Standard Bank of South Africa Limited, Plaintiff, and Mhlanga, Simon David, 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, 182 Leeupoort Street, boksburg, on 23 June 1995 at 11:15, of the undermentioned property of the Defendant on the conditions to be read out by the auctioneer at the office of the Sheriff, 182 Leeupoort Street, Boksburg, prior to the sale:

All right, title and interest in the leasehold in respect of Erf 20135, Vosloorus Extension 30 Township, Registration Division IR, Transvaal, measuring 275 (two hundred and seventy-five) square metres, situated at Erf 20135, Vosloorus Extension 30

The following information is furnished in respect of the improvements, though in this respect nothing is guaranteed: Dwelling under tiled roof, two bedrooms, bathroom, kitchen and lounge.

The property is zoned Residential.

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

Auctioneers' 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).

Signed at Johanesburg on this the 5th day of May 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. M27897/SC.)

Case 5021/95

#### IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between ABSA Bank Limited (United Bank Division), Plaintiff, and Mac Lennan, Brian, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff, at First Floor, Terrace Building, 1 Eaton Terrace Street, New Redruth, Alberton, on 20 June 195 at 10:00, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff, First Floor, Terrace Building, 1 Eaton Terrace Street, New Redruth, Alberton, prior to the sale:

Erf 3064, Brackenhurst Extension 2 Township, situated at 50 Gemsbok Street, Brackenhurst, Alberton, Registration Division IR, Transvaal, measuring 1 500 (one thousand five hundred) square metres, situated at 50 Gemsbok Street, Brackenhurst,

The following information is furnished in respect of the improvements, though in this respect nothing is guaranteed: Dwelling consisting of lounge, dining-room, kitchen, scullery, three bedrooms, two bathrooms and toilet.

Outbuildings: Two single garages and toilet.

The property is zoned Residential.

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

Auctioneers' 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).

Signed at Johanesburg on this the 15th day of May 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. M60082/AB.)

Case 3141/95

#### IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between ABSA Bank Limited (United Bank Division), Plaintiff, and Scott, Patricia Aleta, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit a sale without reserve will be held by the Sheriff, at the Salesrooms of the Sheriff, Ground Floor, 100 Grayston Drive, Sandown, on 23 June 1995 at 10:00, of the undermentioned property of the Defendant on the conditions to be read out by the auctioneer at the Salesrooms of the Sheriff, Ground Floor, 100 Grayston Drive, Sandown, prior to the sale:

Portion 310 (a Portion 4 of Portion 4) of the Farm Witpoort 406, situated at 310 Spur Road, Beaulieu, Witpoort, Registration Division JR, Transvaal, measuring 1,1628 (one comma one six two eight) hectares.

The following information is furnished in respect of the improvements, though in this respect nothing is guaranteed; Dwelling under tiled roof, lounge, dining-room, family room, study room, kitchen, scullery, four bedrooms and two bathrooms. Outbuildings: Double garage, swimming-pool, dressing-room, store-room, servant's room and two bathrooms.

The property is zoned Residential.

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

Auctioneers' 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).

Signed at Johannesburg on this the 18th day of May 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. S60071/AB.)

Case 4453/93

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

In the matter between ABSA Bank Limited (United Bank Division) (Reg. No. 86/04794/06), Plaintiff, and Yssel Meyer, Defendant

In pursuance of a judgment in the Court for the Magistrate of Boksburg, on 21 June 1993, and writ of execution, issued pursuant thereto the property listed hereunder will be sold in execution on 7 July 1995 at 11:15, at the office of the Sheriff, 182 Leeuwpoort Street, Boksburg, to the highest bidder:

Certain: Erf 131, Morganridge Extension 2 Township, situated on 15 Diaz Road, Morganridge Extension 2, in the Township of Morganridge Extension 2, District of Boksburg, measuring 892 (eight hundred and ninety-two) square metres.

The following improvements are reported to be on the property (but nothing is guaranteed): Building built of brick and plaster, tiled roof comprising a lounge, dining-room, family room, study, four bedrooms, two bathrooms, kitchen, scullery, laundry, double garage and a w.c.

The conditions of sale:

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

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

Dated at Boksburg on this the 23rd day of May 1995.

Hammond Pole & Dixon Inc., Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 917-4631.) (Ref. AU0191/Mrs Teixeira.)

Case 6158/94

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

In the matter between ABSA Bank Limited (United Bank Division) (Reg. No. 86/04794/06), Plaintiff, and Roger James Smith, First Defendant, and Janie Smith, Second Defendant

In pursuance of a judgment in the Court for the Magistrate of Boksburg, on 16 June 1994, and writ of execution, issued pursuant thereto the property listed hereunder will be sold in execution on 7 July 1995 at 11:15, at the office of the Sheriff, 182 Leeuwpoort Street, Boksburg, to the highest bidder:

Certain: Erf 149, Ravenswood Extension 8 Township, situated on 6 Swartberg Street, Ravenswood Extension 8, in the Township of Ravenswood Extension 8, District of Boksburg, measuring 1 005 (one thousand and five) square metres.

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

The conditions of sale:

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

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

Dated at Boksburg on this the 23rd day of May 1995.

Hammond Pole & Dixon Inc., Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 917-4631.) (Ref. U00199/Mrs Teixeira.)

Case 6754/94

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

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

In pursuance of a judgment in the Court for the Magistrate of Boksburg, on 25 July 1994, and writ of execution, issued pursuant thereto the property listed hereunder will be sold in execution on 7 July 1995 at 11:15, at the office of the Sheriff, 182 Leeuwpoort Street, Boksburg, to the highest bidder:

Certain: Erf 1716, Dawn Park Extension 28 Township, situated on 60 Hassink Highway, Dawn Park Extension 28, in the Township of Dawn Park Extension 28, District of Boksburg, measuring 877 (eight hundred and seventy-seven) square metres.

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

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

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

Dated at Boksburg on this the 23rd day of May 1995.

Hammond Pole & Dixon Inc., Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 917-4631.) (Ref. A00192/Mrs Teixeira.)

### 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, 21 June 1995 at 10:00.

#### **NEDCOR BANK LIMITED** is the Execution Creditor

The hereinafter mentioned properties/rights of leasehold will 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, 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.
  - Improvements as set out hereunder are not guaranteed.

Case Number: 1128/94.

Judgment Debtor, Jabulani Gazide.

Property: Right of Leasehold over Erf 11462 (formerly 791), Tokoza Extension 2 Township, Registration Division IR, Transvaal, situated at Erf 11462 (formerly 791), Tokoza Extension 2.

Improvements: Detached single storey brick built residence under iron roof comprising two rooms other than kitchen.

Reference: MG0023.

Case Number: 709/95.

Judgment Debtor, Aaron Mabaso.

Property: Right of Leasehold over Erf 11448 (formerly 777), Tokoza Extension 2 Township, Registration Division IR, Transvaal, situated at Erf 11448 (formerly 777), Tokoza Extension 2.

Improvements: Detached single storey brick built residence under iron roof comprising three rooms other than kitchen and bathroom.

Reference: MM0771.

Case Number: 1849/95.

Judgment Debtor, Mndau Paulous Mamba.

Property: Right of Leasehold over Erf 1487, Othandweni Extension 1 Township, Registration Division IR, Transvaal, situated at Erf 1487, Othendweni Extension 1, Tokoza.

Improvements: Detached single storey brick built residence under iron roof comprising two rooms other than kitchen.

Reference: MM0807.

#### Case Number: 3165/94.

Judgment Debtor/s, Moshe Moses Mkwanazi and Mamoqebelo Lettie Mkwanazi.

Property: Right of Leasehold over Erf 298 A P Khumalo Township, Registration Division IR, Transvaal, situated at Erf 298, A P Khumalo, Katlehong.

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

Reference: MM0577.

Case Number: 8231/89.

Judgment Debtor, Tsehla Jonas Mofokeng.

Property: Right of Leasehold over Erf 11364 (formerly 693), Tokoza Extension 2 Township, Registration Division IR, Transvaal, situated at Erf 11364 (formerly 693), Tokoza Extension 2.

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

Reference: MM0731.

Case Number: 7666/93.

Judgment Debtor, Sello Lucas Mokwena.

Property: Erf 2448, Spruit View Township, Registration Division IR, Transvaal, situated at Erf 2448, Spruit View, Katlehong.

Improvements: Detached single storey brick built residence under tiled roof comprising five rooms other than kitchen and bathroom.

Reference: MM0425.

Case Number: 710/95.

Judgment Debtor, Tototo Geometry Mqhane.

Property: Erf 3256, Moleleki Extension 1 Township, Registration Division IR, Transvaal, situated at Erf 3256, Moleleki Extension 1, Katlehong.

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

Reference: MM0776.

Case Number: 4352/93.

Judgment Debtor/s, Rally Naicker and Govindamma Naicker.

Property: Erf 811, Palm Ridge Township, Registration Division IR, Transvaal, situated at 22 Felicia Street, Palm Ridge, Alberton.

Improvements: Detached single storey brick built residence under tiled roof comprising three rooms other than kitchen, bathroom and toilet.

Reference: MN0794

Case Number: 4569/94.

Judgment Debtor/s, Dumaza Abednigo Ndlovu and Leshi Christina Ndlovu.

Property: Erf 3430, Moleleki Extension 1 Township, Registration Division IR, Transvaal, situated at Erf 3430, Moleleki Extension 1, Katlehong.

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

Reference: MN0196.

Case Number: 711/95.

Judgment Debtor/s, Khakhu Piet Ndou and Francina Ndou.

Property: Erf 2705 (formerly 479), Likole Extension 1 Township, Registration Division IR, Transvaal, situated at Erf 2705 (formerly 479), Likole Extension 1, Katlehong.

Improvements: Detached single storey brick built residence under iron roof comprising three rooms other than kitchen and bathroom.

Reference: MN0227.

Case Number: 1940/95.

Judgment Debtor, Francis Ntshingila.

Property: Erf 2000, Moleleki Extension 3 Township, Registration Division IR, Transvaal, situated at Erf 2000, Moleleki Extension 3, Katlehong.

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

Reference: MN0243.

Case Number: 2333/95.

Judgment Debtor, Sunny-boy Ben Sauhatse.

Property: Erf 1210, Mayberry Park Township, Registration Division IR, Transvaal, situated at 5 Matumi Street, Mayberry Park, Alberton.

Improvements: Detached single storey brick built residence under iron roof comprising six rooms other than kitchen and two bathrooms with outbuildings of a similar construction comprising, swimming-pool, servants' quarters and toilet.

Reference: MS0164.

Case Number: 1538/95.

Judgment Debtor/s, Daniel Fanyane Sibeko and Jetty Bellinah Sibeko.

Property: Right of Leasehold over Erf 11156 (formerly 485), Tokoza Extension 2 Township, Registration Division IR, Transvaal, situated at Erf 11156 (formerly 485), Tokoza Extension 2.

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

Reference: MS0153.

Case Number: 9968/92.

Judgment Debtor, Dakele Jerry Sindane.

Property: Right of Leasehold over Lot 10182, Tokoza Extension 5 Township, Registration Division IR, Transvaal, situated at Lot 10182, Tokoza Extension 5.

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

Reference: MS0149.

Case Number: 3244/88.

Judgment Debtors, Joseph Fanie Sithole and Thembani Moreen Sithole.

Property: Right of Leasehold over Erf 690, A P Khumalo Township, Registration Division IR, Transvaal, situated at Erf 690, A P Khumalo, Katlehong.

Improvements: Detached single storey brick built residence under iron roof comprising one room other than kitchen and toilet.

Reference: MS0117.

Case Number: 2381/95.

Judgment Debtor, Vusumuzi Amos Sithole.

Property: Erf 2362 (formerly 1874), Likole Extension 1 Township, Registration Division IR, Transvaal, situated at Erf 2362 (formerly 1874), Likole Extension 1, Katlehong.

Improvements: Detached single storey brick built residence under iron roof comprising three rooms other than kitchen and bathroom.

Reference: MS0163.

Case Number: 2380/95.

Judgment Debtors, Hlalosang Petros Thamage and Maliqoa Grace Thamage.

Property: Right of Leasehold over Erf 86, Moseleke East Township, Registration Division IR, Transvaal, situated at Erf 86, Moseleke East, Katlehong.

Improvements: Detached single storey brick built residence under asbestos roof comprising three rooms other than kitchen and bathroom with outbuildings of a similar construction comprising garage.

Reference: MT0094.

Case Number: 2337/95.

Judgment Debtors, Aupa Moses Tholo and Mokgadi Julia Tholo.

Property: Right of Leasehold over Erf 8469, Tokoza Township, Registration Division IR, Transvaal, situated at Erf 8469,

Improvements: Detached single storey brick built residence under iron roof comprising two rooms other than kitchen.

Reference: MT0092.

Case Number: 623/95.

Judgment Debtor, Jeremia Mogale Tsoaledi.

Property: Erf 2393 (formerly 1905), Likole Extension 1 Township, Registration Division IR, Transvaal, situated at Erf 2393 (formerly 1905), Likhole Extension 1, Katlehong.

Improvements: Detached single storey brick built residence under iron roof comprising two rooms other than kitchen.

Reference: MT0085.

Case Number: 6883/93.

Judgment Debtors, Bongane Solomon Twala and Thoko Leviena Twala.

Property: Right of Leasehold over Erf 366, Hlahatsi Township, Registration Division IR, Transvaal, situated at Erf 366, Hlahatsi, Katlehong.

Improvements: Detached single storey brick built residence under iron roof comprising three rooms other than kitchen with outbuildings of a similar construction comprising garage, servants' quarters and toilet.

H. R. Jaskolka, for Henry Tucker & Partners, Attorney for Plaintiff, Sixth Floor, Permanent Building, 165 Meyer Street, Germiston. For further details contact Miss Kent. [Tel. (011) 825-1015.]

Case 9066/95

#### IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Doshu Vusumuzi Masondo**, First Defendant, and **Thalitha Sibongile Mathe Masondo**, Second Defendant

Notice is hereby given that on 23 June 1995 at 11:00 the undermentioned property will be sold by public auction at the offices of the Sheriff, Brakpan, 439 Prince George Avenue, Brakpan, pursuant to a judgment in this matter granted by the above Honourable Court on 26 April 1995, namely:

Certain Erf 18605, Tsakane Extension 8, Registration Division IR, the Province of Pretoria-Witwatersrand-Vereeniging, situated at 18605 Tsakane Extension 8.

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

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

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

Tuckers Inc., Second Floor, Permanent Building, 312 Commissioner Street, Boksburg. (Tel. 892-3400.) (Ref. Mrs L. Pinheiro/H04082.)

Case 4001/93

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

In the matter between Nedcor Bank Limited, Plaintiff, and Bogadi Daisy Khunoane, Defendant

On 23 June 1995 at 11:15 the undermentioned property will be sold in execution at the Sheriff's Office, 182 Leeuwpoort Street, Boksburg:

Certain Erf 3132, Vosloorus, Registration Division IR, the Province of Pretoria-Witwatersrand-Vereeniging, situated at 3132 Ndlebe Street, Vosloorus, Boksburg.

Improvements: Detached single storey brick residence consisting of two bedrooms, bathroom, kitchen and lounge.

- 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.
- The purchaser shall pay all amounts necessary to obtain transfer of the property, including transfer costs and duties, rates, taxes and other charges payable to the local authority.
  - 4. The risk and benefit in and to the property shall pass to the purchaser on the date of sale.
  - 5. No warranty is given in relation to the nature or description of the improvements.

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

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

Tuckers Inc., Permanent Building, Commissioner Street, Boksburg. (Tel. 892-3400.) (Ref. Mrs L. Pinheiro/H00840.)

Case 5986/95

### IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **The Standard Bank of South Africa Limited,** Plaintiff, and **Neni Leonard Bokaba**, First Defendant, and **Charity Lorato Bokaba**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Transvaal Provincial Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court, Rustenburg, at the Magistrate's Court, corner of Van Staden and Klopper Streets, Rustenburg, on Friday, 30 June 1995, at 10:00 of the undermentioned property of the Defendants subject to the conditions of sale which are available for inspectio the conditions of sale which are available for inspection at the offices of the Sheriff of the Supreme Court, Rustenburg, at Second Floor, Biblio Plaza, corner of Van Staden and Smit Streets, Rustenburg, and which will be read out prior to the sale:

Erf 1924, situated in the Township of Geelhoutpark Extension 6, Registration Division JQ, Transvaal, measuring 950 square metres, held by virtue of Deed of Transfer T15329/93, known as 29 Roosmaryn Avenue, Geelhoutpark Extension 6, Rustenburg.

The following information is furnished with regard to improvements on the property although nothing in this respect is guaranteed: Dwelling house with tiled roof consisting of lounge/dining-room, kitchen, three bedrooms, bathroom/toilet/shower.

Dated at Pretoria on this the 24th day of May 1995.

D. Frances, for Hack Stupel & Ross, Attorneys for Plaintiff, Second Floor, Standard Bank Chambers, Church Square, Pretoria. [Tel. (012) 325-4185.] (Ref. D. Frances/JD HA2842.)

Case 4359/95

#### IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between Nedcor Bank Limited, Plaintiff, and Samuel Babas Nhlapo, First Defendant, and Lisebo Matilda Nhlapo, Second Defendant

A sale in execution of the undermentioned property is to be held without reserve in front of the Main Entrance to the Magistrate's Court, General Hertzog Street, Vanderbijlpark, on 30 June 1995 at 10:00:

Full conditions of sale can be inspected at the offices of the Sheriff of the Supreme Court, Vanderbijlpark, Suite C, 5 Rietbok Building, General Hertzog Street, Vanderbijlpark, and will also be read out by the Sheriff prior to the sale in execution.

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

Property all the right, title and interest to the leasehold in respect of: Portion 1 of Erf 8018, Evaton West Township, Registration Division IQ, Transvaal.

Improvements: Two bedrooms, bathroom, kitchen and lounge.

Hack Stupel & Ross, Attorneys for Plaintiff, P.O. Box 2000, Pretoria. [Tel. (012) 325-4185.] (Ref. Du Plooy/sv/GT2337.)

Case 22620/94

#### IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between Nedcor Bank Limited, Plaintiff, and Jacoba Marthina Stiglingh, Defendant

A sale in execution of the undermentioned property is to be held without reserve in front of the Magistrate's Court, Bronkhorstspruit, on 30 June 1995 at 12:00:

Full conditions of sale can be inspected at the offices of the Sheriff of the Supreme Court, 30 Mark Street, Bronkhorstspruit, and will also be read out by the Sheriff prior to the sale in execution.

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

Property Erf 876, situated in the Township of Bronkhorspruit Extension 1, Registration Division JR, Transvaal, also known as 4 Gemsbok Street, Bronkhorstspruit.

Improvements: Three bedrooms, kitchen, lounge, family room, three bathrooms, dining-room, study, two garages, carport and swimming-pool.

Hack Stupel & Ross, Attorneys for Plaintiff, P.O. Box 2000, Pretoria. [Tel. (012) 325-4185.] (Ref. Du Plooy/sv/GT2043.)

Case 2751/95

#### IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between The Standard Bank of SA Ltd, Plaintiff, and Jan Dirk Heyns Byleveld, First Defendant, and Pieternella Sagarya Byleveld, Second Defendant

In terms of a judgment of the Supreme Court of South Africa (Transvaal Provincial Division) in the above-mentioned suit, a sale will be held in front of the Magistrate's Court, Moffat Street, Warmbaths, on Friday, 30 June 1995 at 10:00 of the undermentioned property of the Defendants on the conditions to be read out by the auctioneer at the time of the sale and which conditions may be inspected at the offices of the Sheriff prior to the sale:

Erf 586, situated in the Town of Warmbaths, Registration Division KR, Transvaal (also known as 3 Malan Street, Warmbaths), measuring 1 482 (one thousand four hundred and eighty-two) square metres, held under Deed of Transfer T2628/94, subject to the conditions therein contained and especially subject to the reservation of mineral rights.

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

- 1. Dwelling consisting of lounge, dining-room, kitchen, laundry, three bedrooms and bathroom/w.c.
- Carport and servant's room with w.c.
- Separate flat (44 m²).

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

Dated at Pretoria on this the 23rd day of May 1995.

E. M. Eybers, for Adams & Adams, Shorburg, 429 Church Street, Pretoria. [Tel. (012) 320-8500.] (Ref. EME/ep S802/94.)

Case 05739/95

### IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between Nedcor Bank Limited, Plaintiff, and Loggenberg: Nolan Christopher, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of the Sheriff, Westonaria, at 50 Edwards Street, Westonaria, on Friday, 23 June 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 1528, Lawley Extension 1 Township, Registration Division IQ, Transvaal, situated at 1528 Musselcracker Crescent, Lawley Extension 1, area 405 (four hundred and five) square metres.

Improvements (not guaranteed): Lounge, two bedrooms, bathroom, toilet and kitchen.

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

Dated at Johannesburg on this the 17th day of May 1995.

Maisels Smit & Lowndes, Attorneys for Plaintiff, Second Floor, Nedbank Park, 13 Girton Road, Parktown, Johannesburg. (Tel. 484-1777.) (Ref. N3578E/mgh/tf.)

Case 9114/95

### IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between Nedcor Bank Limited, Plaintiff, and Nelson: Clarence Ernest, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of the Sheriff, Westonaria, at 50 Edwards Street, Westonaria, on Friday, 23 June 1995 at 10:00, of the undermentioned property of the Defendant on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff prior to the sale:

Certain Holding 320, West Rand Agricultural Holdings, Registration Division IQ, Transvaal, situated at 320 Sixth Avenue, West Rand, Agricultural Holdings, area 2,0284 (two comma nought two eight four) hectares.

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 18th day of May 1995.

Maisels Smit & Lowndes, Attorneys for Plaintiff, Second Floor, Nedbank Park, 13 Girton Road, Parktown, Johannesburg. (Tel. 484-1777.) (Ref. N3931E/mgh/tf.)

Case 18514/92

#### IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between Nedcor Bank Limited, Plaintiff, and Chetty: Ahmed, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of the Sheriff, Westonaria, at 50 Edwards Street, Westonaria, on Friday, 23 June 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 1278, Lenasia South Extension 1 Township, Registration Division IQ, Transvaal, situated at 1278 Richmond Street, Lenasia South Extension 1, area 425 (four hundred and twenty-five) square metres.

Improvements (not guaranteed): Three bedrooms, bathroom, toilet, kitchen, two other rooms and garage/store-room.

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 16th day of May 1995.

Maisels Smit & Lowndes, Attorneys for Plaintiff, Second Floor, Nedbank Park, 13 Girton Road, Parktown, Johannesburg. (Tel. 484-1777.) (Ref. N4334E/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 the Sheriff, Westonaria, at 50 Edwards Avenue, Westonaria, on Friday 23 June 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, situated at 3158 Osmium Crescent, Lenasia South Extension 7, area 720 (seven hundred and twenty) square metres.

Improvements: (not guaranteed) Lounge, three bedrooms, bathroom, toilet and kitchen.

Terms: A cash payment immediately on the property being knocked down to the purchaser, of 10% (ten per cent) of the purchase price; the balance and interest in 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

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 12th day of May 1995.

Maisels Smit & Lowndes, Attorneys for Plaintiff, Second Floor, Nedbank Park, 13 Girton Road, Parktown, Johannesburg. (Tel. 484-1777.) (Ref. NI82E/mgh/tf.)

> Case 36782/93 PH 292

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

In the matter between Libcor Industrial Finance (Pty) Ltd, Judgment Creditor, and Theunis Johannes Peens, formerly trading as T J Pressworks, Judgment Debtor

In execution of a judgment granted by the Magistrate's Court, Durban, on 16 September 1994, in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Magistrate's Court, Pretoria North, at the office of the Sheriff Wonderboom, Portion 83 De Onderstepoort (just north of Sasko Mills, old Warmbaths Road, Bon Accord), on Friday 23 June 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 of sale may be inspected at the offices of the Sheriff of the Magistrate's Court, Wonderboom, prior to the sale:

Certain Erf 1862, Sinoville Extension 4 Township, Registration Division JR, Transvaal, measuring 1 000 square metres, also known as 497 Jan Bantjies Road, Sinoville Extension 4, the property is reported to have a house on it in good condition.

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

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 sale. and thereafter 3% (three per cent) to a maximum fee of R6 000 and a minimum of R200.

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

Maisels, Smit & Lowndes, Plaintiff's Attorneys, Second Floor, Nedbank Park, 13 Girton Road, Parktown, Johannesburg; c/o Attorney Legator, McKenna Incorporated. (Tel. 484-1777.) (Ref. Mr Smit/BP/st/LI159.)

> Case 30931/94 PH 135

### IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between Liberty Life Association of Africa Limited, Plaintiff, and Nakutsa, Patrick, Defendant

1. In the execution of the judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the abovementioned suit, a sale without reserve price will be held at Sheriff's Office, 182 Leeuwpoort Street, Boksburg, at 11:15 on 23 June 1995, on the conditions to be read out by the auctioneer at the office of the Sheriff, 182 Leeuwpoort Street, Boksburg, District of Boksburg, prior to the sale, of the undermentioned property situated at:

17994, Mpatsake Crescent, Vosloorus, Boksburg Extension 25 being Erf 17994, Vosloorus Extension 25 Township, Registration Division IQ, Transvaal, measuring 260 (two hundred and sixty) square metres, held by Deed of Transfer TL42195/1989, which is zoned as Residential and consists of (not guaranteed): A dwelling, lounge, three bedrooms, kitchen, dining-room, bathroom, toilet and fence.

2. Terms:

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

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

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

2.2.2 minimum charges R200 (two hundred rand).

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

A. Lamprecht, for Hofmeyer Van der Merwe Inc., Attorneys for Plaintiff, Fourth Floor, Forum II, Braampark, 33 Hoofd Street, Private Bag X1000, Braamfontein. [Tel. (011) 408-9000.] (Ref. Mr A. Lamprecht/bp.)

Case 11171/94

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

In the matter between Nedcor Bank Limited, Plaintiff, and Mr D. A. Sehannie, trading as Neat Gardens, Defendant On 30 June 1995 at 11:15 the undermentioned property will be sold in execution at the Magistrate's Court, 182 Leeuwpoort Street, Boksburg, to the highest bidder:

Certain Erf 669, Impala Park Township, Registration Division IR, Transvaal, measuring 991 m², Deed of Transfer T46557/1988, situated at 1 Mystere Avenue, Impala Park, Boksburg.

Improvements: Kitchen, lounge, dining-room, four bedrooms, bathroom, toilet, bar, outside toilet, swimming-pool, maid's quarters and pre-cast walled.

- 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. Immediately after the sale the purchaser shall sign the conditions of sale which can be inspected at the offices of the Sheriff of the Magistrate's Court, Boksburg, 182 Leeuwpoort Street, Boksburg.
- 3. 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
- 4. The purchaser shall pay all amounts necessary to obtain transfer of the property, including transfer costs and duties, rates, taxes and other charges payable to the local authority.
  - 5. The risk and benefit in and to the property shall pass to the purchaser on the date of sale.
  - 6. No warranty is given in relation to the nature or description of the improvements.
- 7. Failing compliance with the provisions of the conditions of the sale the Execution Creditor shall be entitled to cancel the sale on written notice to the effect that the purchaser shall forfeit for the benefit of the Execution Creditor the deposit referred to in paragraph 3 above without prejudice to any claim against him for damages, alternatively the Execution Creditor shall be entitled

Dated at Benoni on this the 23nd day of May 1995.

J. L. Jordaan, for Austin Jordaan, 94 Howard Avenue, Benoni. (Tel. 421-7128.) (Ref. M. England/DB.)

Case 7462/93

### IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between ABSA Bank Limited, Plaintiff, and Mojalefa Jacob Rantsieng, First Defendant, and Jennet Rasibe Rantsieng, Second Defendant

A sale in execution will be held on Wednesday, 21 June 1995 at 14:00 by the Sheriff for the Supreme Court, Evander, District of Highveld Ridge, at the Sheriff's Office, 23 Rotterdam Road, Evander, of:

All right, title and interest in the leasehold in respect of Erf 1997, in the Township of eMbalenhle, Registration Division IS, Transvaal, in extent 392 square metres, known as Row Erf 1997, eMbalenhle.

Particulars are not guaranteed: Dwelling, lounge, dining-room, kitchen, three bedrooms, bathroom, toilet and garage. Inspect conditions at Sheriff for the Supreme Court, Evander, District of Highveld Ridge, 23 Rotterdam Road, Evander. MacRobert De Villiers Lunnon & Tindall Inc. (Tel. 328-6770.) (Ref. N5/B-439456(366578)JAA/M. Oliphant.)

Case 10222/93

### IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between ABSA Bank Limited, Plaintiff, and Batha Stefaans Nklapo, First Defendant, and Themba Maria Nhlapo, Second Defendant

A sale in execution will be held on Wednesday, 21 June 1995 at 14:00 by the Sheriff for the Supreme Court, Evander, District of Highveld Ridge, at the Sheriff's Office, 23 Rotterdam Road, Evander, of:

All right, title and interest in the leasehold in respect of Erf 8729, eMbalenhle Extension 12 Township, Registration Division IS, Transvaal, in extent 285 square metres, known as Erf 8729, eMbalenhle Extension 12.

Particulars are not guaranteed: Dwelling, lounge, kitchen, two bedrooms and bathroom.

Inspect conditions at Sheriff for the Supreme Court, Evander, District of Highveld Ridge, 23 Rotterdam Road, Evander.

MacRobert De Villiers Lunnon & Tindall Inc. (Tel. 328-6770.) (Ref. N5/371791/JAA/M. Oliphant.)

Case 22438/95

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

In the matter between ABSA Bank Limited, Plaintiff, and Alexandre Edward Prinsloo, First Defendant, and Minelba June Prinsloo, Second Defendant

A sale will be held at 142 Struben Street, Pretoria, on Wednesday 21 June 1995 at 10:00:

Erf 1374, Zwartkop Extension 8 Township, Registration Division JR, Transvaal, measuring 1 526 square metres, known as 41 Sandstone Avenue, Zwartkop Extension 8.

Particulars are not guaranteed: Dwelling, lounge, dining-room, kitchen, three bedrooms, one and a half bathroom.

Inspect conditions at Sheriff Pretoria South, Holding 83 (corner of Gerhard Street and Wes Avenue), Lyttelton Agricultural Holdings, Verwoerdburgstad.

J. A. Alheit, for MacRobert De Villiers Lunnon & Tindall Inc. (Tel. 328-6770 x 313.) (Ref. N1/B-434289/JAA/M. Oliphant.)

Case 21185/95

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

In the matter between ABSA Bank Limited, Plaintiff, and Ulric Terence Kiefer, First Defendant, and Monique Adriana Johanna Maria Kiefer, Second Defendant

A sale will be held at 142 Struben Street, Pretoria, on Wednesday 21 June 1995 at 10:00:

Erf 353, situated in the Township of The Reeds, Registration Division JR, Transvaal, measuring 1 117 (one thousand one hundred and seventeen) square metres, known as 1 Brakfontein Street, The Reeds.

Particulars are not guaranteed: Dwelling, lounge, dining-room, kitchen, three bedrooms, two bathrooms and single garage.

Inspect conditions at Sheriff Pretoria South, Holding 83 (corner of Gerhard Street and Wes Avenue), Lyttelton Agricultural Holdings, Verwoerdburgstad.

J. A. Alheit, for MacRobert De Villiers Lunnon & Tindall Inc. (Tel. 328-6770 x 313.) (Ref. N1/B-434257/JAA/M. Oliphant.)

Case 7604/94

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

In the matter between ABSA Bank Limited, Plaintiff, and Clare Louise Creaser, Defendant

A sale will be held at the Sheriff Wonderboom, Portion 83, De Onderstepoort (just north of Sasko Mills), old Warmbaths Road, Bon Accord, on Friday 23 June 1995 at 11:00:

Undivided half share of Portion 1 of Erf 1068, in the Town Chantelle Extension 8, Registration Division JR, Transvaal, measuring 450 square metres, known as 24 Clive Street, Chantelle Extension 8.

Particulars are not guaranteed: Dwelling: Lounge, dining-room, kitchen, three bedrooms, two bathrooms and two carports. Inspect conditions at Sheriff Wonderboom, Portion 83, De Onderstepoort (just north of Sasko Mills), old Warmbaths Road, Bon Accord.

J. A. Alheit, for MacRobert De Villiers Lunnon & Tindall Inc. (Tel. 328-6770.) (Ref. N1/B-419212/JAA/M. Oliphant.)

Case 1437/95

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

In the matter between ABSA Bank Limited, Plaintiff, and Etienne Schalk Maree, First Defendant, and Collee Lisa Maree, Second Defendant

A sale will be held at the Sheriff Wonderboom, Portion 83, De Onderstepoort (just north of Sasko Mills), old Warmbaths Road, Bon Accord, on Friday 23 June 1995 at 11:00:

Erf 2021, The Orchards Extension 13, Registration Division JR, Transvaal, measuring 1 498 square metres, known as 31 Weatherstone Street, The Orchards Extension 13.

Particulars are not guaranteed: Dwelling: Lounge, dining-room, kitchen, two bedrooms, two bathrooms, scullery and single carport.

Inspect conditions at Sheriff Wonderboom, Portion 83, De Onderstepoort (just north of Sasko Mills), old Warmbaths Road, Bon Accord.

J. A. Alheit, for MacRobert De Villiers Lunnon & Tindall Inc. (Tel. 328-6770.) (Ref. N1/B-429931/JAA/M. Oliphant.)

Case 1521/95

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

In the matter between ABSA Bank Limited, Plaintiff, and Abraham Johannes Groenewald, Defendant A sale will be held at the Sheriff Wonderboom, Portion 83, De Onderstepoort (just north of Sasko Mills), old Warmbaths Road, Bon Accord, on Friday 23 June 1995 at 11:00:

Holding 4 in the Christiaansville Agricultural Holdings, Registration Division JR, Transvaal, measuring 2,5533 hectare, known as 4 Klippan Road, Christaansville, Agricultural Holdings.

Particulars are not guaranteed: Dwelling: Lounge, family room, dining-room, kitchen, four bedrooms, two bathrooms, study, scullery and laundry.

Inspect conditions at Sheriff Wonderboom, Portion 83, De Onderstepoort (just north of Sasko Mills), old Warmbaths Road, Bon Accord.

J. A. Alheit, for MacRobert De Villiers Lunnon & Tindall Inc. (Tel. 328-6770.) (Ref. N1/B-434219/JAA/M. Oliphant.)

Case 331/95

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

In the matter between ABSA Bank Limited, Plaintiff, and Die Trustees van tyd tot tyd van die De Wet Familietrust Nommer T925/93, Defendant

A sale will be held at the Sheriff Wonderboom, Portion 83, De Onderstepoort (just north of Sasko Mills), old Warmbaths Road, Bon Accord, on Friday 23 June 1995 at 11:00:

Erf 436, situated in the Township of Montana Park Extension 13, Registration Division JR, Transvaal, measuring 1 161 square metres, known as 737 Braam Pretorius Street, Sinoville.

Particulars are not guaranteed: Dwelling: Lounge, dining-room, kitchen, four bedrooms, bathroom, laundry, staff room, two garages, toilet and shower.

Inspect conditions at Sheriff Wonderboom, Portion 83, De Onderstepoort (just north of Sasko Mills), old Warmbaths Road, Bon Accord.

J. A. Alheit, for MacRobert De Villiers Lunnon & Tindall Inc. (Tel. 328-6770.) (Ref. N1/B-429951/JAA/M. Oliphant.)

Case 24677/93

#### IN THE SUPREME COURT OF SOUTH AFRIC-A

(Transvaal Provincial Division)

In the matter between ABSA Bank Limited, Plaintiff, and Wisbu Tshokalo Damane, Defendant

A sale in execution will be held on Wednesday, 21 June 1995 at 14:00 by the Sheriff for the Supreme Court, Evander, District of Highveld Ridge, at the Sheriff's Office, 23 Rotterdam Road, Evander, of:

Erf 2415, eMbalenhle Extension 7 Township, Registration Division IS, Transvaal, in extent 357 square metres, known as Erf 2415, eMbalenhle Extension 7.

Particulars are not guaranteed: Dwelling: Lounge, kitchen, two bedrooms, bathroom and toilet.

Inspect conditions at Sheriff for the Supreme Court, Evander, District of Highveld Ridge, 23 Rotterdam Road, Evander,

MacRobert De Villiers Lunnon & Tindall Inc. (Tel. 328-6770.) (Ref. N5/B-373864/JAA/M. Oliphant.)

Case 12026/93

### IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between ABSA Bank Limited, Plaintiff, and Malibongwe Neville Mbuqe, First Defendant, and Thoko Grace Mbuqe, Second Defendant

A sale in execution will be held on Wednesday, 21 June 1995 at 14:00 by the Sheriff for the Supreme Court, Evander, District of Highveld Ridge, at the Sheriff's Office, 23 Rotterdam Road, Evander, of:

All right, title and interest in the leasehold in respect of Erf 5080, eMbalenhle Extension 9 Township, Registration Division IS, Transvaal, in extent 400 square metres, known as Erf 5080, eMbalenhle Extension 9.

Particulars are not guaranteed: Dwelling: Lounge, kitchen, three bedrooms and bathroom.

Inspect conditions at Sheriff for the Supreme Court, Evander, District of Highveld Ridge, 23 Rotterdam Road, Evander, MacRobert De Villiers Lunnon & Tindall Inc. (Tel. 328-6770.) (Ref. N5/373865/JAA/M. Oliphant.)

Saak 530/94

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

In die saak tussen Kleinsake Ontwikkelingskorporasie Beperk, Eiser, en H. J. Myburgh, Verweerder

Ingevolge 'n vonnis van bogemelde agbare Hof en 'n lasbrief vir eksekusie, sal die onderstaande eiendom verkoop word voor die Balju-kantoor, Harrytownsendstraat, Messina, deur die Balju van die bogenoemde hof om 14:00 op 21 Junie 1995, sonder reserve aan die hoogste bieder, synde:

Erf 558, Messina-uitbreiding 1-dorpsgebied, Registrasieafdeling MT, Transvaal, groot 2 616 (tweeduisend seshonderd en sestien) vierkante meter, gehou kragtens Akte van Transport T35424/91.

Verbeterings: (die korrektheid van die inligting en die verbeterings word nie gewaarborg nie): 25m x 10m Werkswinkel, staalkonstruksie, sementblad, onderdak en 18m x 14m kantoor.

Die vernaamste verkoopvoorwaardes van die verkoping is:

- 1. Tensy reëlings voor die verkoping met die Eiser getref is, sal die koper 10% (tien persent) van die koopprys onmiddellik na die verkoping in kontant betaal en vir die balans en rente, moet die koper die Eiser binne 21 (een-en-twintig) dae na datum van die verkoping van 'n goedgekeurde bank- of bouverenigingwaarborg voorsien.
  - Die eiendom word voetstoots verkoop, onderhewig aan:
  - 2.1 die Wet op Landdroshowe en die reëls daarvan;
  - 2.2 die voorwaardes van die titelakte;
  - 2.3 die verkoopvoorwaardes wat ter insae lê by die kantoor van die Balju, wat onmiddellik voor die verkoping uitgelees word. Geteken te Messina op die 23ste dag van Mei 1995.

Mÿburgh, Van Heerden & Rudolph, Eerste Verdieping, Limpopogebou, Nasionaleweg, Messina, 0900. (Verw. mnr. van Heerden/adp/872.)

Case 104644/94

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

In the matter between First National Bank Limited, Plaintiff, and Sudesh Rampershad, Defendant

Pursuant to a judgment of the above Honourable Court dated 28 November 1994, and a warrant of execution issued in terms thereof, the property listed hereunder will be sold in execution to the highest bidder at 09:00 on 30 June 1995, in front of the Magistrate's Court in Nigel, Kerk Street, Nigel:

Erf 308, MacKenzieville, situated at 35 Bengall Street, MacKenzieville, District of Nigel, measuring 600 square metres (six hundred).

The following improvements are reported to be on the property, but nothing is guaranteed. Residence, brick building, roof tiled, comprising three bedrooms, kitchen and bathroom.

The conditions of sale: The purchase price will be payable as to a deposit of 10% (ten per cent) and the balance against transfer. The full conditions of sale which will be read out immediately prior to the sale, may be inspected at the office of the Sheriff of the Court, Nigel, 69 Kerk Street, Nigel.

Dated at Randburg on this the 10th day of May 1995.

Versvelds, Plaintiff's Attorneys, c/o Docex, First Floor, The Markade, 84 President Street, Johannesburg; P.O. Box 651403, Benmore, 2010. (Tel. 468-2285/6. Fax. 468-2724.) (Ref. adv/rg.)

Case 22205/94

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

In the matter between First National Bank Limited, Plaintiff, and L.K. Nair, formerly trading as MacKenzieville Liquor Store, Defendant

Pursuant to a judgment of the above Honourable Court dated 29 November 1994, and a warrant of execution issued in terms thereof, the property listed hereunder will be sold in execution to the highest bidder at 09:00 on 30 June 1995, in front of the Magistrate's Court in Nigel, Kerk Street, Nigel:

Erf 215, MacKenzieville, situated at 133 Balfour Road, MacKenzieville, District of Nigel, measuring 412 square metres (four hundred and twelve).

The following improvements are reported to be on the property, but nothing is guaranteed. Residence, brick building, roof tiled, comprising six bedrooms, kitchen, two bathrooms, two toilets. Outbuildings: Garage and Grannyflat.

The conditions of sale: The purchase price will be payable as to a deposit of 10% (ten per cent) and the balance against transfer. The full conditions of sale which will be read out immediately prior to the sale, may be inspected at the office of the Sheriff of the Court, Nigel, 69 Kerk Street, Nigel.

Dated at Randburg on this the 10th day of May 1995.

Versvelds, Plaintiff's Attorneys, c/o Docex, First Floor, Metro Centre, Hendrik Verwoerd Drive, Randburg; P.O. Box 651403, Benmore, 2010. (Tel. 468-2285/6. Fax. 702-2031.) (Ref. adv/rg.)

Saak 2638/94

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

In die saak tussen Hoffmann, A C & 27 Ander, Eksekusieskuldeisers, en Fernandes, Raimundo Carlos, Eksekusieskuldenaar

Ter uitwinning van 'n vonnis van die Landdroshof vir die distrik Krugersdorp en eksekusie lasbrief gedateer 21 Mei 1994 sal die hiernavermelde verbeterde eiendom op 21 Junie 1995 om 12:00 te Gedeelte 280 ('n gedeelte van Gedeelte 221) van die plaas Hekpoort, Krugersdorp, aan die hoogste bieder geregtelik verkoop word welke voorwaardes by die kantore van die Balju, Klaburnhof, Ockersestraat 22B, Krugersdorp, voor die verkoping ter insae sal lê, synde:

1. Gedeelte 280 ('n gedeelte van Gedeelte 221) van die plaas Hekpoort 504, Registrasieafdeling JQ, Transvaal, groot 7,7450 (sewe komma sewe vier vyf nul) hektaar, gehou deur die Eksekusieskuldenaar kragtens Akte van Transport T28319/1993.

- 2. Gedeelte 309 ('n gedeelte van Gedeelte 267) van die plaas Hekpoort 504, Registrasieafdeling JQ, Transvaal, groot 22,9652 (twee twee komma nege ses vyf twee) hektaar, gehou deur die Eksekusieskuldenaar kragtens Akte van Transport
- 3. Gedeelte 268 Eraleighburg ('n gedeelte van Gedeelte 165) van die plaas Hekpoort 504, Registrasieafdeling JQ, Transvaal, groot 22,9652 (twee twee komma nege ses vyf twee) hektaar, gehou deur die Eksekusieskuldenaar kragtens Akte

[Aanwysings na eiendom: Neem Krugersdorp/Hekpoort pad (R563) verby Sterkfontein Grotte. Draai links na Bekker Landbouskool, ongeveer 2 km verder draai regs na Hekpoort-Wes vir ongeveer 1 km, draai links net na brug op grondpad vir ongeveer 2 km, draai dan regs by kruising na plaaswoning].

Die volgende inligting word verskaf aangaande die verbeterings, alhoewel geen waarborg daaromtrent gegee kan word nie: Rivierfront eiendom bestaande uit woonhuis met sitkamer, drie slaapkamers, kombuis, opwaskamer, buitegeboue, stoor, bediendekwartiere, bewerkte landerye, waterleiregte, groot gronddam, toegeruste elektriese boorgat.

Verkoopvoorwaardes:

- 1. Die eiendom sal vir kontant aan die hoogste bieder sonder reserweprys verkoop word; die verkoping sal onderworpe wees aan die bepaling en regulasies van die Landdroshowewet en titelakte van die eiendom waar van toepassing.
  - Die koopprys sal soos volg betaalbaar wees:
  - (a) Tien persent (10%) daarvan in kontant op die dag van die verkoping betaalbaar aan die Balju.
- (b) Die balans moet gewaarborg word teen registrasie van transport, by wyse van 'n goedgekeurde bank en/of bouverenigingwaarborg ten gunste van die Vonnisskuldeiser en/of die se genomineerde en sodanige waarborg moet aan die Balju oorhandig word binne 21 (een-en-twintig) dae na die verkoopdatum, welke waarborg betaalbaar moet wees op datum van registrasie van transport van die eiendom in die naam van die koper vry van bankkommissie te Krugersdorp.
- 3. Die volledige verkoopvoorwaardes sal deur die Balju onmiddellik voor die verkoping uitgelees word, en lê ter insae by sy kantore, te Klaburnhof, Ockersestraat 22B, Krugersdorp.

Geteken te Krugersdorp op hierdie 22ste dag van Mei 1995.

J. B. Hugo & Cronje, Tweede Verdieping, Alliedgebou, Markstraat, Posbus 115, Krugersdorp. (Tel. 660-7361.) (Verw. mnr. Louw/bc/14556/52852.)

> Case 20/95 PH 104

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

In the matter between The Standard Bank of S.A. Ltd, Execution Creditor, and Crouth, Ramona, Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office, Krugersdorp, on 28 June 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, Krugersdorp, 22B Klagburn Court, corner of Olckerse and Rissik Streets, Krugersdorp, prior to the sale:

Certain Erf 252, situated in the Township of Breaunanda Extension 1, Registration Division IQ, Transvaal, being 12 Zebrina Street, Breaunanda Extension 1, Krugersdorp, measuring 1 505 (one thousand five hundred and five) square metres.

The following information is furnished re the improvements though in this respect nothing is guaranteed: A detached single storey brick built residence with tiled roof, comprising kitchen, lounge/dining-room, entrance hall, family room, laundry, four bedrooms, two bathrooms with outbuildings with similar construction comprising two garages, servant's room, toilet and swim-

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

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

Dated at Johannesburg this 22nd day of May 1995.

B. W. Webber, for Ramsay, Webber & Company, Plaintiff's Attorneys, Fifth Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/bt/C.238.)

> Case 5932/95 PH 104

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

In the matter between The Standard Bank of S.A. Ltd, Execution Creditor, and Monale, Thaga Nehemiah, Execution Debtor In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office, Roodepoort, on 30 June 1995 at 10:00 of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff, Roodepoort's Office, 182 Progress

Certain Erf 2754, situated in the Township of Witpoortjie Extension 16, Registration Division IQ, Transvaal, being 11 Marechale Street, Witpoortjie Extension 16, Roodepoort, measuring 704 (seven hundred and four) square metres.

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

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

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

Dated at Johannesburg this 19th day of May 1995.

Ramsay, Webber & Company, Plaintiff's Attorneys, Fifth Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/avb/M1052.)

> Case 14777/92 PH 104

#### IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between The Standard Bank of S.A. Ltd, Execution Creditor, and Parsons, Jeffrey Solomon, Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the office of De Klerk, Vermaak & Partners, Overvaal Building, 28 Kruger Avenue, Vereeniging, on 29 June 1995 at 10:00, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of De Klerk, Vermaak & Partners, Overvaal Building, 28 Kruger Avenue, Vereeniging, prior to the sale:

Certain Portion 31 of Erf 6629, situated in the Township of Ennerdale Extension 2, Registration Division IQ, Transvaal, being 31 Hedera Avenue, Ennerdale Extension 2, measuring 450 (four hundred and fifty) square metres.

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

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

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

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

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

B. W. Webber, for Ramsay, Webber & Co., Fifth Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown (Tel. 838-5451.) (Ref. Foreclosures/bt/P.75.)

> Case 4980/95 PH 104

### IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

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

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at 131 Marshall Street, Johannesburg, on 29 June 1995 at 10:00, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff, Johannesburg South, 100 Sheffield Street, Turffontein, Johannesburg, prior to the sale:

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

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

A detached single storey brick built residence with iron roof, comprising kitchen, lounge/dining-room, entrance hall, pantry, two bedrooms, bathroom with outbuildings with similar construction comprising garage, servant's room and toilet.

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

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

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

B. W. Webber, for Ramsay, Webber & Co., Fifth Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/bt/C.247.)

Case 6179/93

#### IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between First National Bank of Southern Africa Limited, Plaintiff, and Adamjee, Bahseer Alli, First Defendant, and Adamjee, Shenaaz, 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, Halfway House, at Lochner Park, Block D, First Floor, corner of Richard and Suttie Drives, Halfway House, on 21 June 1995 at 14:30, 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

Certain Erf 401, Marlboro Gardens Township, area 704 (seven hundred and four) square metres, situated at 19 Basil Crescent, Marlboro Gardens.

Improvements (not guaranteed): Lounge, dining-room, kitchen, passage, two bathrooms, two bedrooms and single garage.

Terms: 10% (ten per centum) of the purchase price in cash on the day of sale, the balance and interest thereon 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 fourteen (14) days from the date of sale.

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

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

N. J. Lambrianos, for Norton & Lambrianos, Paintiff's Attorney, c/o Helen Ellis Attorney, Fourth Floor, 66 Smal Street, Johannesburg. (Tel. 886-3433.) (Ref. Mr Lambrianos/F1193/ad.)

Saak 606/94

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

In die saak tussen Robert Kenneth Papenfus, Eiser, en Mbengeni Wilson Rambau, Verweerder

Ingevolge 'n uitspraak in die Hof van die Landdros van Messina en lasbrief tot geregtelike verkoping gedateer 20 Februarie 1995 sal die ondervermelde goedere op Woensdag, 5 Julie 1995 om 14:00, te Landdroskantoor, Flaxlaan, Messina, 0900, aan die hoogste bieder geregtelik verkoop word, naamlik:

Gedeelte 40 van die plaas Vera 815, Mopanie, gebied Messina, Transport T27986/1976.

Myburgh, Van Heerden & Rudolph, Eerste Verdieping, Limpopogebou, Nasionaleweg, Messina, 0900. (Verw. Dr. S. Rudolph/adp/948.)

> Case 87295/92 PH 157

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

In the matter between NBS Bank Limited (Reg. No. 87/01384/06), Judgment Creditor, and Geoffrey Rambawu, First Judgment Debtor, and Pearl Kwanaete, Second Judgment Debtor

In pursuance of a judgment in the Court of the Magistrate, Johannesburg, District of Johannesburg, and writ of execution the property listed hereunder which was attached on 3 January 1995 will be sold in execution on Friday, 23 June 1995 at 10:00, in front of the Magistrate's Court-house, Fox Street Entrance of the Magistrate's Court, Johannesburg, to the highest bidder:

Erf 718, in the Township of Protea Glen, Registration Division IQ, Province of Pretoria-Witwatersrand-Vereeniging, in extent 216 (two hundred and sixteen) square metres, situated at 718 Protea Glen, Soweto.

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

Residence, single storey built of bricks and painted plaster under tiled roof. Floors: Fitted carpets and tiles, comprising lounge, kitchen, two bedrooms, bathroom and w.c. Outbuildings: None. Improvements: Boundary fencing.

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff for the Magistrate's Court, Johannesburg-West, Second Floor, T.F.C. House, 32 Von Brandis Street, Johannesburg. A substantial bank loan can be raised for an approved purchaser with prior approval.

Dated at Johannesburg on this the 24th day of May 1995.

Melman & McCarthy, Plaintiff's Attorneys, Suite 301, His Majesty's Building, Joubert Street, Johannesburg. (Tel. 838-4731.) (Ref. D. McCarthy/J Soma/MN6321.)

> Case 58138/91 PH 157

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

In the matter between NBS Bank Limited (Reg. No. 87/01384/06), Judgment Creditor, and Joseph Nakedi, Judgment Debtor

In pursuance of a judgment in the Court of the Magistrate, Johannesburg, District of Johannesburg, and writ of execution the property listed hereunder which was attached on 12 April 1995 will be sold in execution on Friday, 23 June 1995 at 10:00 in front of the Magistrate's Court-house, Fox Street Entrance of the Magistrate's Court, Johannesburg, to the highest bidder:

Erf 1688, in the Township of Jabulani, Registration Division IQ, Province of Pretoria-Witwatersrand-Vereeniging, in extent 255 (two hundred and fifty-five) square metres, situated at 1688 Jabulani, Soweto.

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

Residence, single storey built of bricks and painted plaster roofed with fibre cement. Floors: Fitted carpets and vinyl tiles, comprising lounge, dining-room, kitchen, bedroom, bathroom and w.c. Outbuildings: Garage, servant's quarters and storeroom. Improvements: Boundary fencing.

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff for the Magistrate's Court, Johannesburg-West, Second Floor, T.F.C. House, 32 Von Brandis Street, Johannesburg. A substantial bank loan can be raised for an approved purchaser with prior approval.

Dated at Johannesburg on this the 24th day of May 1995.

Melman & McCarthy, Plaintiff's Attorneys, Suite 301, His Majesty's Building, Joubert Street, Johannesburg. (Tel. 838-4731.) (Ref. D. McCarthy/J Soma/MN6038.)

Case 782/95

### IN THE MAGISTRATE'S COURT FOR THE DISTICT OF WONDERBOOM HELD AT WONDERBOOM

In the matter between ABSA Bank Limited (Allied Division), Plaintiff, and David Kantoro Moumakoe, First Defendant, and Phumla Moumakoe, Second Defendant

A sale will be held at the Sheriff Wonderboom, Portion 83, De Onderstepoort (just north of Sasko Mills), old Warmbaths Road, Bon Accord, on Friday 23 June 1995 at 11:00 of:

Erf 3846, situated in the Township of The Orchards Extension 16, Registration Division JR, Transvaal, measuring 1 147 square metre, known as 34 Naude Crescent, The Orchards Extension 16.

Dwelling with lounge, dining-room, kitchen, three bedrooms, bathroom/toilet/shower and toilet.

Inspect conditions at Sheriff Wonderboom, Portion 83, De Onderstepoort (just north of Sasko Mills), old Warmbaths Road, Bon Accord.

J. A. Alheit, for MacRobert De Villiers Lunnon & Tindall Inc. (Tel. 328-6770.) (Ref. N1/A-429987/JAA/J S Herbst.)

Case 22437/95

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

In the matter between ABSA Bank Limited (Trustbank Division), Plaintiff, and Johannes Gerhardus Stephanus Erasmus, First Defendant, and Estelle Erasmus, Second Defendant

A sale will be held at 142 Struben Street, Pretoria, on Wednesday 21 June 1995 at 10:00 of:

Erf 412, situated in the Township of Waterkloof Glen Extension 2, Registration Division JR, Transvaal, measuring 1 249 square metres, known as 185 Aramis Avenue, Waterkloof Glen Extension 2, Pretoria.

Particulars are not guaranteed.

Dwelling with entrance hall, lounge, family room, dining-room, kitchen, four bedrooms, bathroom/toilet/shower, two bathrooms/toilet, study, scullery, laundry, double garage, carport, room and toilet.

Inspect conditions at Sheriff Pretoria East, 142 Struben Street, Pretoria.

J. A. Alheit, for MacRobert De Villiers Lunnon & Tindall Inc. (Tel. 328-6770.) (Ref. N1/A-434299/JAA/J. S. Herbst.)

Case 44672/94

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

In the matter between ABSA Bank Limited (Allied Division), Plaintiff, and Nicolis Andrew Enslin, First Defendant, and Mariana Enslin, Second Defendant

A sale will be held at N.G. Sinodale Centre, 234 Visagie Street, Pretoria, on Tuesday 20 June 1995 at 10:00 of:

Remaining Extent of Portion 1 of Erf 662, Rietfontein, Pretoria, Registration Division JR, Transvaal, measuring 1 276 square metres, known as 901 27th Avenue, Rietfontein.

Particulars are not guaranteed.

Dwelling with lounge, dining-room, kitchen, three bedrooms, bathroom, shower, toilet and single 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-439461(414111)/JAA/J. S. Herbst.]

Case 20958/95

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

In the matter between ABSA Bank Limited (United Division), Plaintiff, and Rolf Storbeck, Defendant

A sale will be held at N.G. Sinodale Centre, 234 Visagie Street, Pretoria, on Tuesday 20 June 1995 at 10:00 of: Portion 5 of Erf 524, situated in the Town Rietfontein, Registration Division JR, Transvaal, measuring 1 276 square metres, known as 776 20th Avenue, Rietfontein, Pretoria.

Particulars are not guaranteed.

Dwelling with entrance hall, lounge, kitchen, three bedrooms, two bathrooms, garage, outside toilet and store room. 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-434281/JAA/J. S. Herbst.)

Case 4160/95

### IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between ABSA Bank Limited (United Division), Plaintiff, and Johannes Gerhardus Wentzel, Defendant A sale in execution will be held on Friday 23 June 1995 at 11:00 by the Sheriff for Cullinan, in front of the Magistrate's Office, Cullinan, of:

Erf 227, in the Town Rayton, Registration Division JR, Transvaal, in extent 1 115 square metres, known as 47 Pêrel Street, Rayton.

Particulars are not guaranteed.

Dwelling with entrance hall, lounge, dining-room, kitchen, three bedrooms, bathroom and pantry.

Inspect conditions at Sheriff Cullinan, 41 Cornelis Street, Bronkhorstspruit.

J. A. Alheit, for MacRobert De Villiers Lunnon & Tindall Inc. (Tel. 328-6770.) (Ref. N1/A-434222/JAA/J. S. Herbst.)

Case 1478/95

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

In the matter between ABSA Bank Limited (United Division), Plaintiff, and Stephen Precious Malepe, First Defendant, and Johanna Tebogo Malepe, Second Defendant

A sale will be held at the Sheriff, Wonderboom, Portion 83, De Onderstepoort (just north of Sasko Mills), old Warmbaths Road, Bon Accord, on Friday, 23 June 1995 at 11:00, of:

Erf 779, situated in the Township of Theresapark Extension 2, Registration Division JR, Transvaal, measuring 873 square metres, known as 19 Waterkoedoe Street, Theresapark Extension 2.

Particulars are not guaranteed.

Dwelling with lounge, kitchen, two bedrooms and bathroom with shower.

Inspect conditions at Sheriff, Wonderboom, Portion 83, De Onderstepoort (just north of Sasko Mills), old Warmbaths Road, Bon Accord.

J. A. Alheit, for MacRobert De Villiers Lunnon & Tindall Inc. (Tel. 328-6770.) (Ref. N1/A-434228/JAA/J. S. Herbst.)

Case 7272/92

### IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between ABSA Bank Limited, Plaintiff, and Johannes Jurgens Reynders du Plessis, Defendant

A sale in execution will be held on Thursday, 22 June 1995 at 10:00, by the Sheriff for the Supreme Court, Pretoria West, at Room 603A, Sixth Floor, Olivetti House, corner of Schubart and Pretorius Streets, Pretoria, of:

Erf 175, situated in the Township of Capital Park, Registration Division JR, Transvaal, measuring in extent 1 190 square metres, known as 107 Myburgh Street, Capital Park, Pretoria.

Particulars are not guaranteed.

Dwelling: Lounge, dining-room, kitchen, three bedrooms, one and a half bathrooms, scullery, laundry, double garage, staffroom and toilet.

Inspect conditions at Sheriff for the Supreme Court, Pretoria West, 607 Olivetti Building, corner of Schubart and Pretorius Streets, Pretoria.

MacRobert De Villiers Lunnon & Tindall Inc. (Tel. 328-6770.) [Ref. N1/B-434295 (392369)/JAA/M. Oliphant.]

Case 17038/93

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

In the matter between ABSA Bank Limited, Plaintiff, and Jan Paul Kriel, Defendant

A sale will be held at 142 Struben Street, Pretoria, on Wednesday, 21 June 1995 at 10:00:

Remaining portion of Erf 658, situated in the Township of Brooklyn, Registration Division JR, Transvaal, measuring 1 452 square metres, known as 552 Pienaar Street, Brooklyn.

Particulars are not guaranteed.

Dwelling: Entrance hall, lounge, dining-room, kitchen, family-room, four bedrooms, two bathrooms and two toilets, double garage, two staff-rooms and two toilets.

Inspect conditions at Sheriff, Pretoria East, 142 Struben Street, Pretoria.

J. A. Alheit, for MacRobert De Villiers Lunnon & Tindall Inc. [Tel. 328-6770 × 313.] (Ref. N1/B-366515/JAA/M. Oliphant)

1 FIRE 1 15

Case 5352/95

COMPONENTS .

as or Mr. July

#### IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

## In the matter between Standard Bank Home Loans, Plaintiff, and Johannes Jurie Bruwer, 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 20 June 1995 at 10:00, at NG Sinodal Centre, 234 Visagie Street, Pretoria:

Portion 7 of Erf 2080, situated in the Township of Villieria, Registration Division JR, Transvaal, measuring 1 450 (one thousand four hundred and fifty) square metres, held by the Defendant under Deed of Transfer T23087/94, situated at 381 30th Avenue, Villieria.

The following information is furnished, though in this respect nothing is guaranteed: Dwelling-house with tiled roof, consisting of three bedrooms, lounge, kitchen, bathroom, toilet and precast walls.

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

Conditions: The conditions of sale may be inspected at this office or at the office of the Sheriff, Supreme Court, Pretoria Central, Messcor House, 30 Margaretha Street, Pretoria.

A. Holtzhausen, for MacRobert De Villiers Lunnon & Tindall Inc., 348 Standard Bank Centre, 291 Church Street, Pretoria. (Tel. 325-1501.) (Ref. L435814/ldw.)

Case 17972/87

#### IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between ABSA Bank Limited (United Bank Division), Plaintiff, and Kgatlhanye, Ben, Identity Number 125533410, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at 131 Marshall Street, Johannesburg, on Thursday, 22 June 1995 at 10:00 of the undermentioned property of the Defendant on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection at the office of the Sheriff for the Supreme Court, Soweto West, and Second Floor, TFC House, 32 Von Brandis Street, Johannesburg, prior to the sale:

The right of leasehold in respect of Site 895, Moletsane Village/Township, measuring 488 square metres.

The following information is furnished re the improvements, though in this respect nothing is guaranteed: Dwelling-house consisting of lounge, dining-room, three bedrooms, two bathrooms, separate toilet and kitchen.

Terms: 10% (ten per cent) of the purchase price in cash on the day of the sale, the balance payable against registration of transfer, to be secured by a bank or building society or other acceptable guarantee to be furnished within 30 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 and thereafter 3% (three per cent) up to a maximum fee of R6 000, minimum charges R200.

Dated at Johannesburg on the 17th day of May 1995.

Bowman Gilfillan Hayman Godfrey Inc., Plaintiff's Attorneys, 12th Floor, JCI House, 28 Harrison Street, Johannesburg. (Tel. 836-2811.) (Ref. P. Carter/J. Robertson GGLIT 811915.)

Case 193/94

#### IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

# In the matter between The Standard Bank of SA Ltd, Plaintiff, and Norman Derek Salmon, 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 308 Boundary Road, North Riding Agricultural Holdings, Randburg on Thursday, 29 June 1995 at 10:00 of the undermentioned property of the Defendant on the conditions to be read out by the auctioneer at the time of the sale and which conditions may be inspected at 9 Elna Randhof, corner of Selkirk and Blairgowrie Drive, Blairgowrie, Randburg, prior to the sale:

Holding 308, situated at North Riding Agricultural Holdings, Registration Division IQ, Transvaal (also known as 308 Boundary Drive, North Riding Agricultural Holdings, Randburg), measuring 3,2959 (three comma two nine five nine) hectares, held by Deed of Transfer T26982/92, subject to the conditions contained therein and specially subject to the reservation of mineral rights.

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

- 1. Main building: Two-storey dwelling with thatched roof consisting of entrance hall, lounge, two dining-rooms, family room, study, two kitchens, laundry, pantry, five bedrooms, three bathrooms/w.c., two showers, bar and an office.
  - 2. Cottage: Lounge, kitchen, two bedrooms, bathroom and w.c.
  - 3. Outbuildings: Two garages, servant's room with bathroom and w.c.
  - 4. General: Patio, lappa/bar, swimming-pool, spa bath, borehole and intercom.

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

Dated at Pretoria this 24th day of May 1995.

E. M. Eybers, for Adams & Adams, Shorburg, 429 Church Street, Pretoria. [Tel. (012) 320-8500.] (Ref. EME/ep S20/94.) L. J. S. S. B. B. D. C. C. S. S. S. C.

Saak 42781/94

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

In die saak tussen ABSA Bank (United), Eiser, en Eric Musgrove Vorster, Verweerder

Kennis word hiermee gegee dat ingevolge 'n uitspraak van bogemelde Agbare Hof in bogemelde saak op 21 Julie 1994 en ter uitvoering van 'n lasbrief vir eksekusie, sal die Balju, Pretoria-Suid, op 21 Junie 1995 om 10:00 die ondervermelde eiendom in eksekusie verkoop te Strubenstraat 142, Pretoria, aan die hoogste bieder:

Die eiendom wat aldus te koop aangebied word, staan bekend as:

Lindleylaan 74, Pierre van Ryneveld, Pretoria, en word omskryf as Erf 506, in die dorpsgebied Pierre van Ryneveld-uitbreiding 1, Registrasieafdeling JR, Transvaal, groot 1 002 (eenduisend-en-twee) vierkante meter, gehou kragtens Akte van Trans-

Die eiendom bestaan na bewering, maar sonder waarborg uit: Sitkamer, kombuis, drie slaapkamers, twee badkamers en motorhuis.

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

Genoemde 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-Suid.

Geteken te Pretoria hierdie 17de dag van Mei 1995.

Couzyn Hertzog & Horak Ing., Praetor Forumgebou, Van der Walstraat 269, Pretoria. (Tel. 322-8780.) (Verw. mev. De Villiers/T2025.) THE REPORT OF LABOUR LABOUR

Case 1682/95

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

In the matter between Fidelity Bank Limited, Plaintiff, and Mshuti Ephraim Zitha, First Defendant, and Layitana Samuel Matlala, Second Defendant

Pursuant to a judgment granted by the above Honourable Court the undermentioned property will be sold on 30 June 1995 at 11:15 at the office of the Sheriff, 182 Leeuwpoort Street, Boksburg, to highest bidder:

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

- 1. Erf 2395, Dawn Park Extension 4 Township, Registration Division IR, Transvaal, measuring 962 (nine hundred and sixtytwo) square metres.
- 2. Erf 2396, Dawn Park Extension 4 Township, Registration Division IR, Transvaal, measuring 740 (seven hundred and fourty) square metres, both the afore-mentioned properties held by Deed of Transfer T53007/1993, situated at 8 Jensen Place,

Dated on this 15th day of May 1995.

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I. M. Hutchesson, for I. M. Hutchesson, 170 Prince's Avenue, Western Extension, Benoni. (Tel. 422-2934/5.) (Ref. I. Hutchesson/184.) relinated paterologistical

> Case 6564/90 PH 128

# IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between ABSA Bank Limited (United Bank Division), Plaintiff, and Legwale, Arious, Identity Number 5305025494087, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at 131 Marshall Street, Johannesburg, on Thursday, 22 June 1995 at 10:00 of the undermentioned property of the Defendant on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection at the office of the Sheriff for the Supreme Court, Soweto West, and Second Floor, TFC House, 32 Von Brandis

The right of leasehold in respect of Site 12283, Meadowlands Zone 9 Village/Township, measuring 214 square metres.

The following information is furnished re the improvements, though in this respect nothing is guaranteed: Dwelling house consisting of lounge, dining-room, three bedrooms, bathroom, separate toilet, kitchen and carport.

Terms: 10% (ten per cent) of the purchase price in cash on the day of the sale, the balance payable against registration of transfer, to be secured by a bank- or building society-or other acceptable guarantee to be furnished within 30 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 and thereafter 3% (three per cent) up to a maximum fee of R6 000, minimum charges R200.

Dated at Johannesburg on the 17th day of May 1995.

Bowman Gilfillan Hayman Godfrey Inc., Plaintiff's Attorneys, 12th Floor, JCI House, 28 Harrison Street, Johannesburg. (Tel. 836-2811.) (Ref. P. Carter/J. Robertson GGLIT 118890.)

> Case 10982/89 PH 128

### IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between ABSA Bank Limited (United Bank Division), Plaintiff, and Mosesane, Jacob, Identity Number 154843728, First Defendant, and Mosesane, Kemeuwe Esther, Identity Number 551160907, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at 131 Marshall Street, Johannesburg, on Thursday, 22 June 1995 at 10:00 of the undermentioned property of the Defendants on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection at the office of the Sheriff for the Supreme Court, Soweto West, and Second Floor, TFC House, 32 Von Brandis Street, Johannesburg, prior to the sale:

The right of leasehold in respect of Lot 108, Protea North Village/Township, measuring 242 square metres.

The following information is furnished re the improvements, though in this respect nothing is guaranteed: Dwelling house consisting of lounge, two bedrooms, bathrooms and kitchen.

Terms: 10% (ten per cent) of the purchase price in cash on the day of the sale, the balance payable against registration of transfer, to be secured by a bank- or building society-or other acceptable guarantee to be furnished within 30 days from the date

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

Dated at Johannesburg on the 17th day of May 1995.

Bowman Gilfillan Hayman Godfrey Inc., Plaintiff's Attorneys, 12th Floor, JCI House, 28 Harrison Street, Johannesburg. (Tel. 836-2811.) (Ref. P. Carter/J. Robertson GGLIT 040996.)

> Case 16086/94 PH 128

### IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between ABSA Bank Limited (United Bank Division), Plaintiff, and Hannigan, Caroline Mary, Identity Number 6412240200007, First Defendant, and Hannigan, Wayne Sebastian, 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 9 Elna Randhof, corner of Blairgowrie Drive and Selkirk Avenue, Blairgowrie, Randburg, on Tuesday, 20 June 1995 at 10:00 of the undermentioned property of the Defendants on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection at the office of the Sheriff for the Supreme Court, Randburg, at 9 Elna Randhof, corner of Blairgowrie Drive and Selkirk Avenue, Blairgowrie, Randburg, prior to the sale:

Erf 362, Sundowner Extension 4 Township, Registration Division IQ, Transvaal, being 9 Saturnus Aveue, Sundowner Extension 4, measuring 1 003 square metres.

Use zone: Residential.

The following information is furnished re the improvements, though in this respect nothing is guaranteed: Dwelling-house consisting of entrance hall, lounge, dining-room, three bedrooms, bathroom and toilet, shower and toilet, dressing-room and

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

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. sale up to a price of R20 000 and thereafter 3% (three per cent) up to a maximum fee of R6 000, minimum charges R200.

Dated at Johannesburg on the 12th day of May 1995.

Bowman Gilfillan Hayman Godfrey Inc., Plaintiff's Attorneys, 12th Floor, JCI House, 28 Harrison Street, Johannesburg. (Tel. 836-2811.) (Ref. P. Carter/J. Robertson GGLIT 555093.)

Case 31702/90 PH 128

### IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between ABSA Bank Limited (United Bank Division), Plaintiff, and Mabasa, Resemate Samuel, Identity Number 1/0451132/7, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at 131 Marshall Street, Johannesburg, on Thursday, 22 June 1995 at 10:00 of the undermentioned property of the Defendant on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection at the office of the Sheriff for the Supreme Court, Soweto East at Second Floor, TFC House, 32 Von Brandis Street, Johannesburg, prior to the sale:

The right of leasehold in respect of Erf 158, Chiawelo Village/Township, measuring 260 square metres.

The following information is furnished re the improvements, though in this respect nothing is guaranteed: Dwelling-house consisting of lounge, two bedrooms, kitchen, single garage. Outbuildings: Two rooms and toilet.

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

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 and thereafter 3% (three per cent) up to a maximum fee of R6 000, minimum charges R200.

Dated at Johannesburg on the 18th day of May 1995.

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Bowman Gilfillan Hayman Godfrey Inc., Plaintiff's Attorneys, 12th Floor, JCI House, 28 Harrison Street, Johannesburg. (Tel. 836-2811.) (Ref. P. Carter/J. Robertson GGLIT 205533.)

> Case 3676/95 PH 128

# IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between ABSA Bank Limited (United Bank Division), Plaintiff, and Mnisi, Eric Fana, Identity Number 5810185581086, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at 131 Marshall Street, Johannesburg, on Thursday, 22 June 1995 at 10:00 of the undermentioned property of the Defendant on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection at the office of the Sheriff for the Supreme Court, Johannesburg North, 131 Marshall Street, Johannesburg, prior to

Unit consisting of Section 22 in the building/s known as Los Angeles, as shown on Sectional Plan SS82/1984, together with an undivided share in the common property being Flat 52 (unit 22) Los Angeles, 141 Banket Street, Hillbrow, area of the said section 113 square metres.

The following information is furnished re the improvements, though in this respect nothing is guaranteed: Flat consisting of entrance hall, dining-room, two bedrooms, bathroom and kitchen.

Terms: 10% (ten per cent) of the purchase price in cash on the day of the sale, the balance payable against registration of transfer, to be secured by a bank- or building society- or other acceptable guarantee to be furnished within 30 days from the date

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 and thereafter 3% (three per cent) up to a maximum fee of R6 000, minimum charges R200.

Dated at Johannesburg on the 17th day of May 1995.

Bowman Gilfillan Hayman Godfrey Inc., Plaintiff's Attorneys, 12th Floor, JCI House, 28 Harrison Street, Johannesburg. (Tel. 836-2811.) (Ref. P. Carter/J. Robertson GGLIT 599936.)

> Case 18223/89 PH 128

### IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between ABSA Bank Limited (United Bank Division), Plaintiff, and Mokoena, Margaret, born 12 May 1959, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at 131 Marshall Street, Johannesburg, on Thursday, 22 June 1995 at 10:00 of the undermentioned property of the Defendant on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection at the office of the Sheriff for the Supreme Court, Soweto West, Second Floor, TFC House, 32 Von Brandis Street,

The right of leasehold in respect of Site 21013, Diepkloof Village/Township, measuring 295 square metres.

The following information is furnished re the improvements, though in this respect nothing is guaranteed: Incomplete residence consisting of lounge, three bedrooms, bathroom, toilet and kitchen.

Terms: 10% (ten per cent) of the purchase price in cash on the day of the sale, the balance payable against registration of transfer, to be secured by a bank- or building society- or other acceptable guarantee to be furnished within 30 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 and thereafter 3% (three per cent) up to a maximum fee of R6 000, minimum charges R200.

Dated at Johannesburg on the 17th day of May 1995.

Bowman Gilfillan Hayman Godfrey Inc., Plaintiff's Attorneys, 12th Floor, JCI House, 28 Harrison Street, Johannesburg. (Tel. 836-2811.) (Ref. P. Carter/J. Robertson GGLIT 014080.)

Case 11646/94

#### IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

in the matter between ABSA Bank Limited, Plaintiff, and Hezekia Sibusiso Mendiula, Defendant

A sale without reserve will be held at the office of the Sheriff of the Supreme Court, Pretoria South, 142 Struben Street, Pretoria, on Wednesday 21 June 1995 at 10:00, of the undermentioned immovable property of the Defendant, on the conditions, which may be inspected at the office of the Sheriff of the Supreme Court, Eden Park, Plot 83, corner of Garhardt Street and West Avenue, Lyttelton Agricultural Holdings, Verwoerdburgstad, prior to the sale:

Erf 672, Noordwyk Extension 15, Registration Division JR, Transvaal, measuring 1 036 square metres, held by the Defendant under Deed of Transfer T91554/1993, also known as 672 Parl Street, Noordwyk Extension 15, and consisting of lounge, kitchen, three bedrooms, bathroom/w.c., pantry, store-room and a pergola. Improvements described hereunder are not guaranteed.

Terms: 10% (ten per cent) on sale, balance by acceptable guarantee or cash within 14 days of sale. Sheriff's commission payable by the purchaser on the date of sale.

Dated at Johannesburg on 17 May 1995.

K. J. Braatvedt, for Smith Jacobs & Braadvedt, Plaintiff's Attorneys, First Floor, Cradock Heights, 21 Cradock Avenue, Rosebank, Johannesburg. (Tel. 883-2740.)

> Case 33583/93 PH 559

#### IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between Islamic Bank Limited, Plaintiff, and Mariam Bibi Majid, Defendant

1. At 10:00 on Thursday 15 June 1995 at 131 Marshall Street, Johannesburg, the undermentioned property will be sold in execution of a judgment obtained in the above matter on 3 May 1994. The property to be sold is fully described as:

Erf 8492, Lenasia Extension 10 Township, Registration Division IQ, Transvaal, measuring 1 144 (one thouand one hundred and forty-four) square metres, held by Deed of Transfer T25760/1993.

There are no improvements to the property.

3. Terms: 10% (ten per cent) in cash on the day of sale, the balance payable against registration of transfer, to be secured by a bank or building society guarantee to be furnished to the Plaintiff's attorneys within 14 days from the date of sale.

The purchaser shall on conclusion of the sale, pay 5% (five per cent) auctioneer's charges [minimum R200 (two hundred rand)] on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand).

The conditions of sale may be inspected at the office of the Sheriff of the Supreme Court for Johannesburg.

Dated at Johannessburg on this the 24th day of May 1995.

Osman, Lachporia & Associates, Plaintiff's Attorneys, Suite 1, Third Floor, 63 Avenue Road, Fordsburg. (Ref. FEL/ab.)

Case 3495/94

#### IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between ABSA Bank Limited, Plaintiff, and Isaac Mafata, Defendant

A sale without reserve will be held at the office of the Sheriff of the Supreme Court, Pretoria South, 142 Struben Street, Pretoria, on Wednesday 21 June 1995 at 10:00, of the undermentioned immovable property of the Defendant, on the conditions, which may be inspected at the office of the Sheriff of the Supreme Court, Eden Park, Plot 83, corner of Gerhardt Street and West Avenue, Lyttelton Agricultural Holdoings, Verwoerdburgstad, prior to the sale:

Erf 1236, Noordwyk Extension 23 Township, Registration Division JR, Transvaal, measuring 1 000 square metres, held by the Defendant under Deed of Transfer T10277/1992, also known as 1236 Boxwood Street, Noordwyk Extension 23, and consisting of lounge, kitchen, three bedrooms, bathroom/w.c., store-room and single garage. Improvements described hereunder are not guaranteed.

Terms: 10% (ten per cent) deposit on sale, balance by acceptable guarantee or cash within 14 days of sale. Sheriff's commission payable by the purchaser on date of sale.

Dated at Johannesburg on 19 May 1995.

K. J. Braatvedt, for Smith Jacobs & Braatvedt, Plaintiff's Attorneys, First Floor, Cradock Heights, 21 Cradock Avenue, Rosebank, Johannesburg. (Tel. 883-2740.)

> Case 19706/94 PH 376

#### IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between NBS Bank Limited, Plaintiff, and McGee, Warren Lindo, First Defendant, and McGee, Nicole, Second Defendant

In pursuance of a judgment in the above Honourable Court and a warrant of exeuction, the property listed hereunder will be sold in execution on Wednesday, 21 June 1995 at 14:30 at Unit 2, North View, 45 Richard Drive, Halfway House, to the highest

Portion 8, of Erf 30, Buccleuch Township, Registration Division IR, Transvaal, measuring 1 555 square metres, held by Deed

No warranty or undertaking is given in relation to the nature of the property, which is described as follows: Main building: Single storey, brick walls and painted plaster, tiled roof, lounge, dining-room, bathroom, two bedrooms, shower, w.c., kitchen and

Additonal features: Covered terrace, fitted carpets, fenced with gates.

The material terms of the sale are:

- 1. The sale shall be held by public auction and without reserve will be voetstoots.
- 2. Immediately after the sale, the purchaser shall sign the conditions of sale which can be inspected at the Sheriff of the Supreme Court's Offices, Halfway House.
- 3. The purchaser shall pay all amounts necessary to obtain transfer of the property, including all costs of transfer, transfer duty, rates, taxes, licences, sanitary fees, interest and Value-Added Tax.
- 4. The purchase price shall be paid as to a deposit of 10% (ten per cent) thereof, together with the auction charges of the Sheriff of the Supreme Court and Value-Added Tax (if applicable), both immediately after the sale, in cash or bank-quaranteed cheque, and the unpaid balance of the purchase price together with interest at the rate of 17,25% (seventeen point two five per payment, on the Preferent Creditor's claims to be paid or secured by an approved bank or building society guarantee within 14
  - 5. The property shall be sold subject to any existing tenancy.
- 6. Failing compliance with the provisions of the conditions of sale, the purchaser shall forfeit, for the benefit of the Plaintiff, the deposit referred to in 4. above, without prejudice to any claim against him for damages, alternatively to enforce the sale.

Signed at Sandton on this the 4th day of May 1995.

Hertzberg-Margolis (Sandton), Nineth Floor, Twin Towers West, Sandton City, 2199, P.O. Box 784740, Sandton, 2146; c/o Hertzberg-Margolis, Third Floor, 30 Ameshoff Street, Braamfontein. (Tel. 883-2710.) (Ref. Mr W. Fullard.)

Case 68972/93 PH 125

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

In the matter between Body Corporate Tafelberg, Plaintiff, and D. Galbraith, Defendant

In execution of a judgment of the Magistrate's Court of Johannesburg, in the above-mentioned suit, a sale without a reserve price, the price subject to the Plaintiff's approval, will be held on Friday, 14 July 1995 at the Johannesburg Magistrate's Court, Fox Street Entrance, of the undermentioned property of the Defendant on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection at the offices of the Sheriff:

Flat 905, being Section 85, in the building known as Tafelberg, situated at corner of Esselen and Banket Streets, Hillbrow, Johannesburg, and more fully described in Sectional Plan SS31/1978. The floor area according to the said sectional plan is 42 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 in the said sectional plan apportioned to the said section in accordance with the participation quota of the said section specified in a schedule endorsed on the said sectional plan and held under Certificate of Registered Sectional

The following information is furnished although in this respect nothing is guaranteed: Bachelor: Lounge/bedroom combined, balcony, bathroom and toilet combined. Common property.

Be pleased to take notice further that the conditions of sale to be read out by the auctioneer at the time of the sale will lie for inspection prior to the sale at the offices of the Sheriff of the Court, Johannesburg North, 131 Marshall Street, Johannesburg.

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

Auctioneers charges: Payable on the day of sale to be 5% (five per cent) of the sale price up to R20 000 (twenty thousand rand) and tereafter 3% (three per centum) up to a maximum fee of R6 000 (six thousand rand), minimum charge R100 (one

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

Ivan Soffer Attorneys, Plaintiff's Attorneys, 15 Raleigh Street, Yeoville, Johannesburg. (Tel. 487-3436.) (Ref. Mr L. Teixeira/ mc.)

Case 21218/93 PH 307

#### IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between First National Bank of Southern Africa Limited, Plaintiff, and Apple Blossom Creche CC, Defendant

Be pleased to take notice that in execution of a judgment of the above Honourable Court for the District of Johannesburg, in the above-mentioned suit, a sale without reserve will be held at the offices of the Sheriff, Halfway House, Alexandra at Unit 2, 45 Richard Drive, Halfway House, on 21 June 1995 at 14:30, the undermentioned property of the Judgment Debtors, the conditions of which lie for inspection at the offices of the Sheriff of the Supreme Court, Unit 2, 45 Richard Drive, Halfway House, prior to the date of sale:

Remaining Extent of Portion 53 (a portion of Portion 2), of the farm Allandale, Number 101, Registration Division IR, Transvaal, measuring 8 565 (eight thousand five hundred and sixty-five) square metres.

The following information is furnished regarding the improvements, though in this respect nothing is guaranteed. Consisting of a single storey, entrance hall, lounge, family room, dining-room, study, kitchen, four bedrooms, bathroom, three w.c.'s, shower, store. Outbuildings: Two servants, w.c., pool and gabeba.

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 or other acceptable guarantee to be furnished within 30 (thirty) days from the date of sale.

Auctioneer's charges, payable on the date of the sale, to be calculated as follows: 5% (five per cent) on the proceeds of the sale, minimum R200 (two hundred rand) 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).

Dated at Johannesburg this 3rd day of May 1995.

John Broido Attorney, Plaintiff's Attorney, 17th Floor, 1711 Sanlam Centre, Jeppe Street, P.O. Box 9046, Johannesburg. (Tel. 333-2141.) (Ref. Mr J. Broido.)

Case 8057/94

#### IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between ABSA Bank Limited, Plaintiff, and Ritchie, Joan Christine, Defendant

A sale without reserve will be held at the Sheriff's Office, Ground Floor, Fluor House, 100 Grayston Drive, Sandown, Sandton, on Friday, 23 June 1995 at 10:00, of the undermentioned property on conditions which may be inspected at the offices of the Sheriff, prior to the sale:

Erf 103, Rivonia Extension 9 Township, Registration Division IR, Transvaal, measuring 2 086 square metres, held by the Defendant under Deed of Transfer T29024/74, situated at 2 Terry Place, Rivonia Extension 9, Sandton, and consisting of entrance hall, lounge, dining-room, study, two bedrooms, bathroom/w.c., separate shower/w.c., kitchen, laundry, three garages, servants' quarters/w.c. and a granny flat consisting of bedroom, lounge/dining-room, kitchen and bathroom/shower/w.c. Improvements described hereunder are not guaranteed.

Terms: 10% (ten per cent) deposit on sale, balance by acceptable guarantee or cash within 14 days of sale. Sheriff's commission payable by the purchaser on date of sale.

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

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

Case 21088/93

#### IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between ABSA Bank Limited, Plaintiff, and Mtimkulu, Nmampiti Jacob, First Defendant, Mtimkulu, Phelokozi Penelope Ann, Second Defendant and Mabuza, Isaac, Third Defendant

A sale without reserve will be held at the office of the Sheriff of the Supreme Court, First Floor, Terrace Building, 1 Eaton Terrace, New Redruth, Alberton, on Tuesday, 27 June 1995 at 10:00, of the undermentioned immovable property of the First and Second Defendants, on the conditions, which may be inspected at the office of the Sheriff of the Supreme Court, prior to the sale:

Lot 8488, Tokoza Township, Registration Division IR, Transvaal, measuring 294 square metres, held by the First and Second Defendants under Deed of Transfer TL17120/1987, being Stand 8488, Unit F, Tokoza, and consisting of a lounge, two bedrooms, bathroom/w.c., separate w.c. and kitchen. Improvements described are not guaranteed.

Terms: 10% (ten per cent) deposit on sale, balance by acceptable guarantee or cash within 14 days of sale. Sheriff's commission payable by the purchaser on date of sale.

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

K. J. Braatvedt, for Smith Jacobs & Braatvedt, Plaintiff's Attorneys, First Floor, Cradock Heights, 21 Cradock Avenue, Rosebank, Johannesburg. (Tel. 883-2740.)

Case 11467/94 PH 128

#### IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between The Standard Bank of South Africa Limited, Plaintiff, and Unmet Metal Merchants (Pty) Limited, First Defendant, Unmet Plastics (Pty) Limited, Second Defendant and Heiling, Karl Heinz, Third Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the office of the Sheriff for the Supreme Court, Vereeniging, on 22 June 1995, at the offices of De Klerk Vermaak & Partners Inc., Overvaal Building, 28 Kruger Avenue, Vereeniging, of the undermentioned property of the Defendants on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection at the offices of the Sheriff for the Supreme Court, Vereeniging, prior to the sale:

Erf 18, Gardenvale Agricultural Holding, measuring 5,2537 hectare.

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

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 30 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 and thereafter 3% (three per cent) up to a maximum fee of R6 000, minimum charges R100.

Dated at Johannesburg this the 19th day of May 1995.

Bowman Gilfillan Hayman Godfrey Inc., Plaintiff's Attorneys, 12th Floor, JCI House, 28 Harrison Street, Johannesburg (P.O. Box 2439). (Tel. 836-2811.) (Ref. Mr Carter/sn/PC 549943.)

Case 31190/93 PH 609

#### IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between NBS Bank Limited, Plaintiff, and Steenkamp, Berno, First Defendant, and Steenkamp, Esmerelda, Second Defendant

In pursuance of a judgment in the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, the property listed hereunder will be sold on 20 June 1995 at 10:00, at the offices of the Sheriff, Alberton, First Floor, Eaton Terrace, Eaton Terrace Building, New Redruth, Alberton, to the highest bidder:

Erf 1626, Albertsdal Extension 6 Township, Registration Division IR, Transvaal, held under Deed of Transfer T23304/92, situated at 47 Boerbok Street, Albertsdal Extension 6, Alberton.

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

Improvements: Single-storey dwelling, walls brick and plaster, roof tiled, lounge, dining-room, kitchen, two bedrooms, bathroom, w.c. and carport.

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% (eighteen 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 at the Sheriff of the Supreme Court, Alberton.

Dated at Johannesburg on this the 24th day of May 1995.

Van Staden & Booysen, 10th Floor, NBS Building, 38 Rissik Street, P.O. Box 7085, Johannesburg. [Tel. (011) 333-3521.]

Case 2118/95 PH 609

#### IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between NBS Bank Limited, Plaintiff, and Sabir Investments CC, First Defendant, and Hafizurrehman Sabier Loonat, Second 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 20 June 1995 at 10:00, at the offices of the Sheriff, First Floor, Terrace Building, 1 Eaton Terrace, New Redruth, Alberton, to the highest bidder:

Section 7, as shown and morefully described on Sectional Plan SS238/93, in the scheme known as Villa La Montagne, in respect of land and building or buildings, situated at corner of Mcbride and Abel Moller Streets, Brackenhurst, Alberton, Brackenhurst Township, Local Authority Alberton, of which the floor area, according to the sale plan in 226 (two hundred and twenty-six)

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 ST56431/93.

An exclusive use area described as Garden G7, measuring 58 (fifty-eight) square metres being as such part of the common property, comprising the land and the scheme known as Villa La Montagne, in respect of land and building or buildings, situated at corner of Mcbride and Abel Moller Streets, Brackenhurst, Alberton, Brackenhurst Township, Local Authority Alberton, as shown and more fully described on Section Plan SS238/93, held under Notarial Deed of Cession SK3216/93;

an exclusive use area described as Yard Y7 measuring 7 (seven) square metres, being as such part of the common property comprising the land and the scheme known as Villa La Montagne in respect of land and building or buildings, situated at corner of Mcbride and Abel Moller Streets, Brackenhurst Township, Local Authority Alberton.

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

Improvements: Roof tiled, walls plaster and paint, lounge, dining-room, kitchen, three w.c.'s, three bedrooms, two bathrooms, shower, parking area and balcony.

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% (eighteen 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, Alberton. and the second of the second of the second

Dated at Johannesburg on this the 24th day of May 1995.

Van Staden & Booysen, 10th Floor, NBS Building, 38 Rissik Street; P.O. Box 7085, Johannesburg. [Tel. (011) 333-3521.] (Ref. F. de Lange/tb.)

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### IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between NBS Bank Limited, Plaintiff, and Sabir Investments CC, First Defendant, and Hafizurrehman Sabier Loonat, Second 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 20 June 1995 at 10:00, at the offices of the Sheriff, First Floor, Terrace Building, 1 Eaton Terrace, New Redruth, Alberton, to the highest bidder:

Section 5, as shown and morefully described on Sectional Plan SS238/93, in the scheme known as Villa La Montagne, in respect of land and building or buildings, situated at corner of Mcbride and Abel Moller Streets, Brackenhurst, Alberton, Brackenhurst Township, Local Authority Alberton, of which the floor area, according to the sale plan in 227 (two hundred and twentyseven) 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 ST56429/93.

An exclusive use area described as Garden G5, measuring 70 (seventy) square metres, being as such part of the common property, comprising the land and the scheme known as Villa La Montagne in respect of land and building or buildings, situated at corner of Mcbride and Abel Moller Streets, Brackenhurst, Alberton, Brackenhurst Township, Local Authority Alberton, as shown and more fully described on Section Plan SS238/93, held under Notarial Deed of Cession SK3214/93;

an exclusive use are described as Yard Y5, measuring 7 (seven) square metres being as such part of the common property, comprising the land and the scheme known as Villa La Montagne, in respect of land and building or buildings, situated at corner of Mcbride and Abel Moller Streets, Brackenhurst, Alberton, Brackenhurst Township, Local Authority Alberton.

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

Improvements: Roof tiled, walls plaster and paint, lounge, dining-room, kitchen, three w.c.'s, three bedrooms, two bathrooms, shower, parking area and balcony.

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% (eighteen 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, Alberton.

Dated at Johannesburg on this the 24th day of May 1995.

Van Staden & Booysen, 10th Floor, NBS Building, 38 Rissik Street; P.O. Box 7085, Johannesburg. [Tel. (011) 333-3521.] (Ref. F. de Lange/tb.)

Case 2116/95 PH 609

### IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between NBS Bank Limited, Plaintiff, and Sabir Investments CC, First Defendant, and Hafizurrehman Sabier Loonat, Second 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 20 June 1995 at 10:00, at the offices of the Sheriff, First Floor, Terrace Building, 1 Eaton Terrace, New Redruth, Alberton, to the highest bidder:

Section No. 6 as shown and morefully described on Sectional Plan SS238/93, in the scheme known as Villa La Montagne, in respect of land and building or buildings, situated at corner of Mcbride and Abel Moller Streets, Brackenhurst, Alberton, Brackenhurst Township, Local Authority Alberton, of which the floor area, according to the sale plan in 226 (two hundred and twenty-six)

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 ST56430/93.

An exclusive use area described as Garden G6, measuring 58 (fifty-eight) square metres, being as such part of the common property, comprising the land and the scheme known as Villa La Montagne, in respect of land and building or buildings, situated at corner of Mcbride and Abel Moller Streets, Brackenhurst, Alberton, Brackenhurst Township, Local Authority Alberton, as shown and more fully described on Section Plan SS238/93, held under Notarial Deed of Cession SK3215/93.

An exclusive use area described as Yard Y6, measuring 7 (seven) square metres, being as such part of the common property, comprising the land and the scheme known as Villa La Montagne, in respect of land and building or buildings situated at corner of Mcbride and Abel Moller Streets, Brackenhurst, Alberton, Brackenhurst Township, Local Authority Alberton

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

Improvements: Roof tiled, walls plaster and paint, lounge, dining-room, kitchen, three w.c.'s, three bedrooms, two bathrooms, shower, parking area and balcony.

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% (eighteen 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, Alberton.

Dated at Johannesburg on this the 24th day of May 1995.

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Van Staden & Booysen, 10th Floor, NBS Building, 38 Rissik Street; P.O. Box 7085, Johannesburg. [Tel. (011) 333-3521.] (Ref. F. de Lange/tb.)

Saak 70272/94

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

In die saak tussen ABSA Bank Beperk, Eiser, en Anna Willina Pretorius, Eerste Verweerder, en Hendrik Pretorius, Tweede Verweerder

'n Eksekusieverkoping word gehou deur die Balju, Pretoria-Sentraal, te N.G. Sinodalesentrum, Visagiestraat 234, Pretoria, op 20 Junie 1995 om 10:00, van:

Gedeelte 46 van Erf 2044, in die dorp Villieria, Registrasieafdeling JR, Transvaal, groot 1 160 vierkante meter, gehou kragtens Akte van Transport T40166/94, beter bekend as Michael Brinkstraat 962, Villieria.

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

Verbeterings: 'n Baksteenwoonhuis met sinkdak en vinielteëlvloere, bestaande uit 'n ingangsportaal, sitkamer, gesinskamer, eetkamer, studeerkamer, kombuis, waskamer, vier slaapkamers, badkamer met bad, stort en 'n aparte toilet. Buitegeboue: Motorhuis, vier motorafdakke, bediendekamer en toilet.

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 4978/94 PH 222

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

In the matter between NBS Bank Limited, Defendant, and Van der Berg, Dina Maria Elizabeth, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above action, a sale as a unit without a reserve price will be held at the office of the Sheriff, Roodepoort, 182 Progress Road, Technikon, Roodepoort, on 30 June 1995 at 10:00, of the undermentioned property of the Defendant on the conditions to be read by the auctioneer at the time of the sale, which conditions will lie for inspection, prior to the sale at the offices of the Sheriff, Roodepoort, 182 Progress

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

Single-storey dwelling-house under concrete roof, consisting of lounge, dining-room, study, kitchen, scullery, three bedrooms, two bathrooms, two showers, three toilets, sewing room, entrance, guest toilet, atrium, two servants rooms and toilet.

Being 482 Little Falls Extension 1, situated at 482 Inanda Avenue, Little Falls Extension 1, measuring 1 194 square metres, Registration Division IQ, Transvaal, held by the Defendant under Title Deed T48262/93.

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

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

Dated at Randburg this 4th day of May 1995.

Bezuidenhout Van Zyl Inc., Third Floor, Surrey Place, 295 Surrey Avenue, Randburg. (Tel. 789-3050.) (Ref. Mr Fourie/sc.) C/o Van der Westhuizen Crouse & Venter, Ninth Floor, North State Building, corner of Market and Kruis Streets, Johannesburg.

Saak 20394/94

### IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Witwatersrandse Plaaslike Afdeling)

In die saak tussen NBS Bank Limited, Eiser, en Ormsby, Robert Alexander, Eerste Verweerder, en Ormsby, Josephine, Tweede Verweerder

Ter uitwinning van 'n vonnis van die Hooggeregshof van Suid-Afrika (Witwatersrandse Plaaslike Afdeling) in bogemelde saak, sal 'n verkoping sonder 'n reserweprys as 'n eenheid gehou word ten kantore van die Balju, Sandton, Graystonrylaan 100, Sandown, op 23 Junie 1995 om 10:00, van die ondervermelde eiendom van die Verweerders op die voorwaardes wat deur die venduafslaer gelees sal word ten tye van die verkoping en welke voorwaardes by die kantore van die Balju voor die verkoping ter insae sal lê:

227 Lonehill-uitbreiding 9, geleë te Lenton Grove 17, Lonehill-uitbreiding 9, groot 1 470 vierkante meter, Registrasieafdeling IR, Transvaal, Titelakte T2094/94.

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

Enkelverdiepingwoonhuis onder leiklipdak bestaande uit sitkamer, eetkamer, studeerkamer, kombuis, vier slaapkamers, twee badkamers, stortbad, twee toilette, familiekamer, twee motorhuise, bediendekamer met kombuis en badkamer.

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

Vendukoste betaalbaar op die dag van die verkoping sal as volg bereken word: 5% (vyf persent) op die opbrengs van die verkoping tot 'n maksimum van R20 000 (twintigduisend rand) en daarna 3% (drie persent) tot 'n maksimum fooi van R6 000 (sesduisend rand). Minimum fooie R200 (tweehonderd rand).

Gedateer te Johannesburg op hierdie 18de dag van Mei 1995.

Bezuidenhout Van Zyl Ing., Eiser se Prokureur, Derde Verdieping, Surrey Place, Surreylaan 295, Randburg. (Tel. 789-3050.) (Verw. B. Fourie/SC.) P.a. Van der Westhuizen Crouse & Venter, Negende Verdieping, North State Gebou, hoek van Mark- en Kruisstraat, Johannesburg.

Case 3133/95

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

In the matter between First National Bank of S.A. Limited, Plaintiff, and Arthur Spencer Wartington, First Defendant, and Dorothy Ann Wartington, Second Defendant

In pursuance of a judgment of the above Honourable Court, dated 27 March 1995, the following property will be sold in execution, on Friday, 30 June 1995 at 11:15, at the Sheriff's Office, 182 Leeuwpoort Street, Boksburg, to the highest bidder viz:

Portion 18 (a portion of Portion 1), of Erf 202, Witfield Township, Registration Division IR, Transvaal, measuring 1 283 (one thousand two hundred and eighty-three) square metres, being 19 Pitout Street, Witfield, Boksburg.

Comprising: Single-storey dwelling, lounge, dining-room, three bedrooms, kitchen, pantry, bathroom, shower, two toilets, two garages and toilet (outbuildings detached).

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

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

Dated at Germiston on this the 18th day of May 1995.

A. L. Freedman, for A. Levine & Freedman, 201-5 United Building, 177 President Street, P.O. Box 289, Germiston. (Tel. 873-8914/5.) [Ref. Mr Freedman/O\$/30494 (G).]

Case 28313/94 PH 683

### IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between ABSA Bank Limited, Plaintiff, and Kubheka: Dumisane, 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, Johannesburg, First Floor, 131 Marshall Street, Johannesburg, on Thursday, 22 June 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: Unit comprising section 6 and its undivided share in the common property in the Algarve Sectional Title Scheme, area 83 (eighty-three) square metres, situation Flat 106, Algarve Jagger Street, Hillbrow, Johannesburg.

Improvements (not guaranteed): A flat consiting of lounge, dining-room, two bedrooms, bathroom with toilet and kitchen.

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 (fourteen) days from the date of sale.

Auctioneer's charges are payable on the day of the sale and calculated at 5% (five per cent) on the proceeds of the sale 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 the 22nd day of May 1995.

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Moseneke & Partners, Plaintiff's Attorneys, First Floor, Surrey House, 35 Rissik Street; P.O. Box 62690, Marshalltown, 2107. (Tel. 492-1610.) (Ref. Mr H. N. Moloto/cm/A-77.) (Fax. 838-1556.)

Case 22663/94

#### IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between Transnet Limited, Plaintiff, and Matladi: Pule Christopher, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale with a reserve will be held at the office of the Sheriff of the Supreme Court, Boksburg, at the salesrooms of the Sheriff, 182 Leeuwpoort 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 1568, Vosloorus Extension 3 Township, Registration Division IR, Transvaal, area 322 (three hundred and twenty-two) square metres, situation Erf 1568, Vosloorus Extension 3 Township.

Improvements (not guaranteed): The house must be rebuilt.

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 (fourteen) days from the date of sale.

Auctioneer's charges are payable on the day of the sale and calculated at 5% (five per cent) on the proceeds of the sale 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 the 18th day of May 1995.

Moseneke & Partners, Plaintiff's Attorneys, First Floor, Surrey House, 35 Rissik Street; P.O. Box 62690, Marshalltown, 2107. (Tel. 492-1610.) (Ref. Mr H. N. Moloto/cm/T-69.) (Fax. 838-1556.)

Case 200/95 PH 683

### IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between ABSA Bank Limited, Plaintiff, and Nhlema: Hastings, 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, Johannesburg, 131 Marshall Street, Johannesburg, at Thursday, 22 June 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: Unit comprising section 10 and its undivided share in the common property in the Davenport Sectional Title Transvaal.

Improvements (not guaranteed): A flat consisting of a lounge, one and a half bedrooms, bathroom with toilet and kitchen.

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 (fourteen) days from the date of sale.

Auctioneer's charges are payable on the day of the sale and calculated at 5% (five per cent) on the proceeds of the sale 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 the 15th day of May 1995.

Moseneke & Partners, Plaintiff's Attorneys, First Floor, Surrey House, 35 Rissik Street; P.O. Box 62690, Marshalltown, 2107. (Tel. 492-1610.) (Ref. Mr H. N. Moloto/cm/A-105.) (Fax. 838-1556.)

> Case 5356/95 PH 630

#### IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between ABSA Bank Limited (United Bank Division), formerly known as United Bank Limited, Plaintiff, and Klackers, Christian Leonard, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at 131 Marshall Street, Johannesburg, on Thursday, 29 June 1995 at 10:00, of the undermentioned immovable property of the Defendant on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection, prior to the sale, the office of the Sheriff for the Supreme Court, Johannesburg South at 100 Sheffield Street, Turffontein:

Erf 323, Roseacre Extension 7 Township, in the Township of Roseacre Extension 7, Registration Division IR, Transvaal, measuring 725 m², held by the Defendant under Deed of Transfer T48335/1993, being 64 Aschmann Street, Roseacres, Johannesburg.

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

The dwelling consists of lounge, dining-room, kitchen, scullery, three bedrooms, two bathrooms, w.c., servant's room, garage and 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 gaurantee to be furnished within 14 (fourteen) days from the date of sale.

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg this 2nd day of May 1995.

Danie Erasmus, Jay & Partners, Plaintiff's Attorneys, Level Six, Sunnyside Ridge, Sunnyside Drive (entrance at intersection of Carse O'Gowrie & Princess of Wales Roads), Parktown; P.O. Box 87160, Houghton, 2041. (PH 630/DX 589 Jhb.) [Tel. (011) 484-2828.] [Fax. (011) 484-7548.] (Ref. Z01390/Mr Georgiades/le.)

> Case 23193/94 PH 630

### IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between ABSA Bank Limited (Allied Bank Division), formerly known as Allied Bank Limited, Plaintiff, and Shongwe, Mangali Muriel, First Defendant, and Shongwe, Themba Alpheus, 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 First Floor, Terrace Building, 1 Eaton Terrace Steeet, New Redruth, Alberton, on Tuesday, 27 June 1995 at 10:00 of the undermentioned immovable property of the Defenants on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection, prior to the sale, the office of the Sheriff for the Supreme Court, Alberton, at First Floor, Terrace Building, 1 Eaton Terrace Street, New Redruth, Alberton:

Site 9325, Tokoza Extension 2 Township, in the Township of Tokoza Extension 2, Registration Division IR, Transvaal, measuring 289 m², held by the Defendants under Certificate of Registered Grant of Leasehold TL17077/1989, being 9325 Tokoza Extension 2, P.O. Tokoza.

The following information is furnished re the improvements, though in this respect nothing is guaranteed: The dwelling consists of: 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 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 and up to a price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg this 9th day of May 1995.

Danie Erasmus, Jay & Partners, Plaintiff's Attorneys, Level Six, Sunnyside Ridge, Sunnyside Drive (entrance at intersection of Carse O'Gowrie and Princess of Wales Roads), Parktown, P.O. Box 87160, Houghton, 2041. DX 589Jhb. [Tel. (011) 484-2828. Fax. (011) 484-7548.] (Ref. Z01148/Mr Livingstone/le.)

Case 444/95

PH 233

#### IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between First National Bank of Southern Africa Limited, Plaintiff, and Mtokotzi Albert Langa, First Defedant, and Janeth Ntombi Langa, 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 at 182 Leeuwpoort Street, Boksburg, on 23 June 1995 at 11:15 of the undermentioned property of the Defendants on the conditions to be read out by the auctioneer at the time of the sale and which conditions may be inspected at the offices of the Deputy Sheriff, Boksburg, prior to the sale:

Erf 16201, Vosloorus Extension 16 Township, Registration Division IR, Transvaal, in extent 356 (three hundred and fifty-six) square metres, held under Certificate of Ownership TE3005/1994, situated at Erf 16201, Vosloorus Extension 16 Township, Boksburg.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: A residential dwelling comprising lounge, kitchen, two bedrooms, bathroom and toilet and under tiled roof.

Terms: Ten per cent (10%) 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 days of the date of sale.

Auctioneer's charges, which are also payable on the date of sale, are as follows: 5% (five per cent) on the proceeds of the sale up to R20 000 and thereafter 3% (three per cent) up to a maximum fee of R6 000, minimum charges R200.

Signed at Johannesburg this 11th day of May 1995.

Nathanson, Bowman & Nathan, Plaintiff's Attorneys, Seventh Floor, North State, corner of Market and Kruis Streets, Johannesburg. (Ref. D. W. Phillips.)

Saak 15752/94

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

In die saak tussen **NBS Bank Beperk** (voorheen bekend as Natal Bouvereniging Beperk), Eiser, en **Johan Daniel Duvenhage**, Eerste Verweerder, en **Elizabeth Johanna Duvenhage** (voorheen Botha), Tweede Verweerder

Ingevolge 'n vonnis toegestaan in die Hof vir die Landdroshof van Kempton Park en 'n lasbrief vir eksekusie gedateer 10 April 1995 eiendom hieronder uiteengesit en in eksekusie verkoop op 29 Junie 1995 om 10:00 by die Baljukantore, Parkstraat 8, Kempton Park, aan die hoogste bieder:

Sekere Erf 575, Cresslawn-dorsgebied, Registrasieafdeling IR, Transvaal, in die distrik Kempton Park, 1 041 m² (eenduisend een-en-veertig) vierkante meter groot, die volgende word aangekondig maar geen waarborg in verband daarmee word verskaf nie: Drie slaapkamers, twee badkamers, twee toilette, sitkamer, eetkamer, kombuis, motorhuis, motorafdak, oprit en

Voorwaardes van verkoping

- 1. Die koopprys sal betaalbaar wees synde 'n deposito in kontant van 10% (tien persent) en die balans teen registrasie van transport.
- 2. Die volle voorwaardes van verkoping sal gelees word onmiddellik voor die verkoping, en sal ter insae lê by die kantoor van die Balju, Kempton Park. 'n Substansiële banklening mag vir 'n goedgekeurde koper toegestaan word met vooraf goedkeuring. Aldus gedoen en geteken te Kempton Park op hede hierdie 22ste dag van Mei 1995.
- E. M. Liebenberg, vir Nel & Oosthuizen, Eerste Verdieping, Gert Nelgebou, Kemptonweg 20, Kempton Park. (Verw. EML/sv/M262/MID357.)

Saak 1833/95

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

In die saak tussen NBS Bank Beperk (voorheen bekend as Natal Bouvereniging Beperk), Eiser, en Mzamo Joseph Tiwane, Eerste Verweerder, en Lifey Rita Tiwane, Tweede Verweerder

Ingevolge 'n vonnis toegestaan in die Hof vir die Landdroshof van Kempton Park en 'n lasbrief vir eksekusie gedateer 10 April 1995, eiendom hieronder uiteengesit en in eksekusie verkoop op 29 Junie 1995 om 10:00 by die Baljukantore, Parkstraat 8, Kempton Park, aan die hoogste bieder:

Reg, titel en belang gehou deur Verweerders oor: Sekere Erf 639, Tsenolong-dorsgebied, Registrasieafdeling IR, Transvaal, in die distrik Kempton Park, 263 m² (tweehonderd drie-en-sestig) vierkante meter groot, die volgende word aangekondig maar geen waarborg in verband daarmee word verskaf nie: Twee slaapkamers, badkamer, toilet, eetkamer, kombuis en

Voorwaardes van verkoping

- Die koopprys sal betaalbaar wees synde 'n deposito in kontant van 10% (tien persent) en die balans teen registrasie van transport.
- 2. Die volle voorwaardes van verkoping sal gelees word onmiddellik voor die verkoping, en sal ter insae lê by die kantoor van die Balju, Kempton Park. 'n Substansiële banklening mag vir 'n goedgekeurde koper toegestaan word met vooraf goedkeuring. Aldus gedoen en geteken te Kempton Park op hede hierdie 19de dag van Mei 1995.
- E. M. Liebenberg, vir Nel & Oosthuizen, Eerste Verdieping, Gert Nelgebou, Kemptonweg 20, Kempton Park. (Verw. EML/sv/M274/MIT289.)

Saak 1440/95

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

In die saak tussen NBS Bank Beperk (voorheen bekend as Natal Bouvereniging Beperk), Eiser, en John George Engelbrecht, Verweerder

Ingevolge 'n vonnis toegestaan in die Hof vir die Landdroshof van Kempton Park, en 'n lasbrief vir eksekusie gedateer 20 Maart 1995 eiendom hieronder uiteengesit en in eksekusie verkoop op 29 Junie 1995 om 10:00, by die Baljukantore, Parkstraat 8, Kempton Park, aan die hoogste bieër:

Sekere Erf 347, Birch Acres-uitbreiding 1-dorpsgebied, Registrasieafdeling IR, Transvaal, in die distrik Kempton Park, 991 m² (negehonderd een-en-negentig) vierkante meter groot.

Die volgende word aangekondig, maar geen waarborg in verband daarmee word verskaf nie: Vier slaapkamers, drie badkamers, drie toilette, sitkamer, eetkamer, TV kamer, kombuis met spens, bediendekamer met stort en toilet, twee motorhuise en teëldak.

Voorwaardes van verkoping:

- 1. Die koopprys sal betaalbaar wees synde 'n deposito in kontant van 10% (tien persent) en die balans teen registrasie van transport.
- 2. Die volle voorwaardes van verkoping sal gelees word onmiddellik voor die verkoping, en sal ter insae lê by die kantoor van die Balju, Kempton Park. 'n Substansiële banklening mag vir 'n goedgekeurde koper toegestaan word met vooraf goedkeuring.

Aldus gedoen en geteken te Kempton Park op hede hierdie 17de dag van Mei 1995.

E. M. Liebenberg, vir Nel & Oosthuizen, Eerste Verdieping, Gert Nelgebou, Kemptonweg 20, Kempton Park. (Verw. EML/sv/M277/MIE267.)

Saak 1832/95

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

In die saak tussen NBS Bank Beperk (voorheen bekend as Natal Bouvereniging Beperk), Eiser, en Johannes Joachim Christoffel Jansen van Rensburg, Eerste Verweerder, en Estelle Jansen van Rensburg, Tweede Verweerder

Ingevolge 'n vonnis toegestaan in die Hof vir die Landdroshof van Kempton Park, en 'n lasbrief vir eksekusie, gedateer 9 Maart 1995, eiendom hieronder uiteengesit en in eksekusie verkoop op 29 Junie 1995 om 10:00, by die Balju-kantore, Parkstraat 8, Kempton Park, aan die hoogste bieër:

Sekere Erf 366, Terenure-uitbreiding 1-dorpsgebied, Registrasieafdeling IR, Transvaal, in die distrik Kempton Park, 1 032 m² (eenduisend twee-en-dertig) vierkante meter groot.

Die volgende word aangekondig, maar geen waarborg in verband daarmee word verskaf nie: Drie slaapkamers, twee badkamers, twee toilette, sitkamer, eetkamer, kombuis, bediendekamer, garage en teëldak.

Voorwaardes van verkoping:

- 1. Die koopprys sal betaalbaar wees synde 'n deposito in kontant van 10% (tien persent) en die balans teen registrasie van transport.
- 2. Die volle voorwaardes van verkoping sal gelees word onmiddellik voor die verkoping, en sal ter insae lê by die kantoor van die Balju, Kempton Park. 'n Substansiële banklening mag vir 'n goedgekeurde koper toegestaan word met vooraf goedkeuring.

Aldus gedoen en geteken te Kempton Park op hede hierdie 17de dag van Mei 1995.

E. M. Liebenberg, vir Nel & Oosthuizen, Eerste Verdieping, Gert Nelgebou, Kemptonweg 20, Kempton Park. (Verw. EML/sv/M282/MIV835.)

> Case 20104/94 PH 267

### IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between ABSA Bank Limited (United Bank Division), formerly known as United Bank Limited, and prior to that United Building Society Limited, and previously United Building Society, Plaintiff, and Plot 51 Broadacres CC, First Defendant, and Hunter, Marlene, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court, at 9 Elna Rand Hof, c/o Selkirk Avenue and Blairgowrie Drive, Randburg, on Tuesday, 27 June 1995 at 10:00, of the undermentioned immovable property of the Defendants on the conditions which will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Randburg, at 9 Elna Rand Hof, c/o Selkirk Avenue and Blairgowrie Drive, Randburg:

Holding 51, Broadacres Agricultural Holdings Extension 1, Registration Division JR, Transvaal, measuring 2,0236 hectares, held by the Defendants under Deed of Transfer T22365/1991, being Plot 51, Valley Road, Broadacres Agricultural Holdings, Randburg.

The following information is furnished re the improvements, though in this respect nothing is guaranteed: The dwelling consists of main building: Entrance hall, lounge, dining-room, family room, TV room, kitchen, three bedrooms, two bathrooms, w.c./shower, separate w.c. and three carports, and two cottages each consisting of 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).

Dated at Johannesburg this 16th day of May 1995.

Routledges Inc., Plaintiff's Attorneys, First Floor, Colosseum, 41 Kruis Street, Johannesburg. (Tel. 331-0511. (Ref. Z97551/JHBFCLS/Mr McCallum/cvdn.)

Case 3122/94 PH 267

#### IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between ABSA Bank Limited (Allied Bank Division), Plaintiff, and Sibanda, John Cyprian, First Defendant, and Sibanda, Nozizwe Elizabeth, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court at 131 Marshall Street, Johannesburg, on Thursday, 22 June 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:

The right of leasehold in respect of Site 27277, Meadowlands Township, Registration Division IQ, Transvaal, measuring 221 m², held by the Defendants under Certificate of Registered Grant of Leasehold TL5189/88, being 2994B Zone Ten, Meadowlands, P.O. Khotso.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The dwelling consists of lounge, bedroom, kitchen, single garage, two servants' rooms and outside bathroom/w.c.

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

Dated at Johannesburg this 16th day of May 1995.

Routledges Inc., Plaintiff's Attorneys, First Floor, Colosseum, 41 Kruis Street, Johannesburg. (Tel. 331-0511) (Ref. Z91818/JHBFCLS/Mr McCallum/cvdn.)

Case 29499/93 PH 267

### IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between ABSA Bank Limited (Allied Bank Division), Plaintiff, and Phillips, Moses, 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, 22 June 1995 at 10:00, of the undermentioned immovable property of the Defendant on the conditions which will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Johannesburg West, at Second Floor, 32 Von Brandis Street, Johannesburg:

The right of leasehold in respect of Erf 3103, Pimville Zone 2 Township, Registration Division IQ, Transvaal, measuring 275 m<sup>2</sup>, held by the Defendant under Certificate of Registered Grant of Leasehold TL29588/92, being 3103 Pimville Zone 2.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The dwelling consists of lounge, three bedrooms, kitchen 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).

Dated at Johannesburg this 16th day of May 1995.

Routledges Inc., Plaintiff's Attorneys, First Floor, Colosseum, 41 Kruis Street, Johannesburg. (Tel. 331-0511.) (Ref. Z77845/JHBFCLS/Mr McCallum/cvdn.)

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Case 05389/95 PH 267

#### IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between ABSA Bank Limited (Allied Bank Division), Plaintiff, and Bhartu, Pravin, 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 Rand Hof, corner of Selkirk Avenue and Blairgowrie Drive, Randburg, on Tuesday, 27 June 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, Randburg, at 9 Elna Rand Hof, c/o Selkirk Avenue and Blairgowrie Drive, Randburg:

Portion 36 of Erf 736, Bromhof Extension 37 Township, Registration Division IQ, Transvaal, measuring 219 m², held by the Defendant under Deed of Transfer T30204/94, being Unit 36, Cabernet, Dunlin Crescent, Bromhof Extension 37.

The following information is furnished re the improvements, though in this respect nothing is guaranteed: The dwelling consists of entrance hall, lounge, dining-room, bedroom, bathroom, separate w.c., kitchen and carport.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg this 16th day of May 1995.

Routledges Inc., Plaintiff's Attorneys, First Floor, Colosseum, 41 Kruis Street, Johannesburg. (Tel. 331-0511.) (Ref. ZA2952/JHBFCLS/Mr McCallum/cvdn.)

> Case 21925/94 PH 267

### IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between ABSA Bank Limited (United Bank Division), formerly known as United Bank Limited and prior to that United Building Society Limited, and previously United Building Society, Plaintiff, and Khumalo, Andries Jabulani, First Defendant, and Khumalo, Betty, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court at First Floor, Terrace Building, 1 Eaton Terrace Street, New Redruth, Alberton, on Tuesday, 27 June 1995 at 10:00, of the undermentioned immovable property of the Defendants on the conditions which will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Alberton, at First Floor, Terrace Building, 1 Eaton Terrace Street, New Redruth, Alberton:

The right of leasehold in respect of Erf 1198, Tokoza Township, Registration Division IR, Transvaal, measuring 299 m², held by the Defendants under Certificate of Registered Grant of Leasehold TL49604/88, being 1198 Nhlapo Street, Tokoza.

The following information is furnished re the improvements, though in this respect nothing is guaranteed: The dwelling consists of lounge, two bedrooms, bathroom, w.c. and kitchen.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg this 16th day of May 1995.

Routledges Inc., Plaintiff's Attorneys, First Floor, Colosseum, 41 Kruis Street, Johannesburg. (Tel. 331-0511.) (Ref. ZA0375/JHBFCLS/Mr McCallum/cvdn.)

> Case 5371/94 PH 267

### IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between ABSA Bank Limited (United Bank Division), formerly known as United Bank Limited and prior to that United Building Society Limited, and previously United Building Society, Plaintiff, and Botha, Charmion, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court at First Floor, Terrace Building, 1 Eaton Terrace Street, New Redruth, Alberton, on Tuesday, 27 June 1995 at 10:00, of the undermentioned immovable property of the Defendant on the conditions which will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Alberton, at First Floor, Terrace Building, 1 Eaton Terrace Street, New Redruth, Alberton:

Section 3, as shown and more fully described on Sectional Plan SS128/1988, in the building or buildings known as The Gables II, situated at Albertsdale Extension 6 Local Authority of Alberton, 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 75 m², held by the Defendant under Certificate of Registered Sectional Title ST128/1988 (3) (unit), being Unit 3, The Gables II, corner of Amatola and Eekhoring Street, Albertsdal Extension 6, Alberton.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The dwelling consists of lounge, dining-room, kitchen, bathroom/w.c./shower, two bedrooms and carport.

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

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).

Dated at Johannesburg this 16th day of May 1995.

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Routledges Inc., Plaintiff's Attorneys, First Floor, Colosseum, 41 Kruis Street, Johannesburg. (Tel. 331-0511.) (Ref. Z91239/JHBFCLS/Mr McCallum/cvdn.)

Case 8379/94 PH 267

### IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between ABSA Bank Limited (Allied Bank Division), Plaintiff, and Fennell, Alida Cornelia, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court at First Floor, Terrace Building, 1 Eaton Terrace Street, New Redruth, Alberton, on Tuesday, 27 June 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 of the Supreme Court, Alberton, at First Floor, Terrace Building, 1 Eaton Terrace Street, New Redruth, Alberton:

Erf 2425, Brackendowns Extension 4 Township, Registration Division IR, Transvaal, measuring 1538 m², held by the Defendant under Deed of Transfer T19936/86, being 19 Kate Street, Brackendowns Extension 4.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The dwelling consists of entrance hall, lounge, dining-room, three bedrooms, kitchen, two bedrooms/w.c., three garages 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 the date of sale.

Terms: 10% (ten per cent) of the purchase price in cash on the day of the sale, the balance payable against registration of 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).

Dated at Johannesburg this 16th day of May 1995.

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Routledges Inc., Plaintiff's Attorneys, First Floor, Colosseum, 41 Kruis Street, Johannesburg. (Tel. 331-0511.) (Ref. Z93404/JHBFCLS/Mr McCallum/cvdn.)

Case 22299/93 PH 267

### IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between ABSA Bank Limited (Allied Bank Division), Plaintiff, and Turkington, Joseph Roynon, First Defendant, and Turkington, Carol Edith, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court at 9 Elna Rand Hof, c/o Selkirk Avenue and Blairgowrie conditions which will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Randburg, at 9 Elna Rand Hof, corner of Selkirk Avenue and Blairgowrie Drive, Randburg:

Remaining Extent of Erf 66, Johannesburg North Township, Registration Division IQ, Transvaal, measuring 992 m², held by the Defendants under Deed of Transfer T3710/91, being 89 Church Street, Johannesburg North.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The dwelling consists of entrance hall, lounge, dining-room, play room, two bathrooms/w.c., kitchen, three bedrooms, servants' quarters,

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 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).

Dated at Johannesburg this 16th day of May 1995.

Routledges Inc., Plaintiff's Attorneys, First Floor, Colosseum, 41 Kruis Street, Johannesburg. (Tel. 331-0511.) (Ref. Z69394/JHBFCLS/Mr McCallum/cvdn.)

Case 22217/91 PH 267

### IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between ABSA Bank Limited (United Bank Division), formerly known as United Bank Limited, and prior to that United Building Society Limited, and previously United Building Society, Plaintiff, and **Daniel, Gilbert Reginald**, First Defendant, and **Daniel, Florence Winifred**, 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, 22 June 1995 at 10:00, of the undermentioned immovable property of the Defendants on the conditions which will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Johannesburg North, at 131 Marshall Street,

Section 56, as shown and more fully described on Sectional Plan SS67/1984, in the building or buildings known as Arvin Johannesburg: Court, 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 47 m<sup>2</sup>, held by the Defendants under Deed of Transfer ST67/1984 (56) (unit), being Flat 708, Arvin Court, corner of Catherine and O'Reilly Street, Berea, Johannesburg.

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

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg this 16th day of May 1995.

Routledges Inc., Plaintiff's Attorneys, First Floor, Colosseum, 41 Kruis Street, Johannesburg. (Tel. 331-0511.) (Ref. Z28107/JHBFCLS/Mr McCallum/cvdn.)

> Case 18857/93 PH 267

### IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between ABSA Bank Limited (Allied Bank Division), Plaintiff, and Tshambala, Joseph, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court at First Floor, Terrace Building, 1 Eaton Terrace Street, New Redruth, Alberton, on Tuesday, 27 June 1995 at 10:00, of the undermentioned immovable property of the Defendant on the conditions which will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Alberton, at First Floor, Terrace Building, 1 Eaton Terrace Street, New Redruth, Alberton:

The right of leasehold in respect of Erf 9652, Tokoza Extension 2 Township, Registration Division IR, Transvaal, measuring 290 m², held by the Defendant under Deed of Transfer TL39487/89, being 9652 Tokoza Extension 2, P.O. Tokoza.

The following information is furnished re the improvements, though in this respect nothing is guaranteed: The dwelling consists of lounge, three bedrooms, bathroom, w.c. and kitchen.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg this 10th day of May 1995.

Routledges Inc., Plaintiff's Attorneys, First Floor, Colosseum, 41 Kruis Street, Johannesburg. (Tel. 331-0511.) (Ref. Z72990/JHBFCLS/Mr McCallum/cvdn.)

Case 00376/94 PH 267

### IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between ABSA Bank Limited (Allied Bank Division), Plaintiff, and Tsotetsi, Eseau Daniel, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court at First Floor, Terrace Building, 1 Eaton Terrace Street, New Redruth, Alberton, on Tuesday, 27 June 1995 at 10:00, of the undermentioned immovable property of the Defendant on the conditions which will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Alberton, at First Floor, Terrace Building, 1 Eaton Terrace Street, New Redruth, Alberton:

The right of leasehold in respect of Stand 9218, Tokoza Extension 2 Township, Registration Division IR, Transvaal, measuring 299 m², held by the Defendant under Deed of Transfer TL27977/89, being 9218 Tokoza Extension 2, P.O. Tokoza.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The dwelling consists of lounge, two bedrooms, bathroom, w.c. and kitchen.

Terms: 10% (ten per cent) of the purchase price in cash on the day of the sale, the balance payable against registrathe day 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).

Dated at Johannesburg this 10th day of May 1995.

Routledges Inc., Plaintiff's Attorneys, First Floor, Colosseum, 41 Kruis Street, Johannesburg. (Tel. 331-0511.) (Ref. Z90800/JHBFCLS/Mr McCallum/cvdn.)

Case 4181/94 PH 267

#### IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between ABSA Bank Limited (Allied Bank Division), Plaintiff, and Mthembu, Hames Mnguni, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court at First Floor, Terrace Building, 1 Eaton Terrace Street, New Redruth, Alberton, on Tuesday, 27 June 1995 at 10:00, of the undermentioned immovable property of the Defendant on the conditions which will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Alberton, at First Floor, Terrace Building, 1 Eaton Terrace Street, New Redruth, Alberton:

The right of leasehold in respect of Erf 11802 (previously Site 1131, Tokoza Extension 2 Township, Registration Division IR, Transvaal, measuring 180 m², held by the Defendant under Certificate of Registered Grant of Leasehold TL17076/89, being 1131 Tokoza Extension 2, Tokoza.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The dwelling consists of lounge, two bedrooms, bathroom, w.c. and kitchen.

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

The 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).

Dated at Johannesburg this 10th day of May 1995.

Routledges Inc., Plaintiff's Attorneys, First Floor, Colosseum, 41 Kruis Street, Johannesburg. (Tel. 331-0511.) (Ref. Z92667/JHBFCLS/Mr McCallum/cvdn.)

Case 14205/94 PH 267

### IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Thanjekwayo, Mafika Fredelic,**First Defendant, and **Thanjekwayo, Madise Lydia,** Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court at First Floor, Terrace Building, 1 Eaton Terrace Street, New Redruth, Alberton, on Tuesday, 27 June 1995 at 10:00, of the undermentioned immovable property of the Defendants on the conditions which will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Alberton, at First Floor, Terrace Building, 1 Eaton Terrace Street, New Redruth, Alberton:

The right of leasehold in respect of Erf 11800 (previously Erf 1129), Tokoza Extension 2 Township, Registration Division IR, Transvaal, measuring 264 m², held by the Defendants under Certificate of Registered Grant of Leasehold TL52645/89, being 1129 Extension 2, Tokoza.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The dwelling consists of lounge, two bedrooms, bathroom, w.c. and kitchen.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand).

Dated at Johannesburg this 10th day of May 1995.

Routledges Inc., Plaintiff's Attorneys, First Floor, Colosseum, 41 Kruis Street, Johannesburg. (Tel. 331-0511.) (Ref. Z97717/JHBFCLS/Mr McCallum/cvdn.)

Case 13235/94 PH 267

# IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between ABSA Bank Limited (Allied Bank Division), Plaintiff, and Tshabangu, Fana Simon, First Defendant, and Tshabangu, Zila, Second Defendant, and Sibeko, Joseph, Third Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court at First Floor, Terrace Building, 1 Eaton Terrace Street, New Redruth, Alberton, on Tuesday, 27 June 1995 at 10:00, of the undermentioned immovable property of the Defendants on the conditions which will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Alberton, at First Floor, Terrace Building, 1 Eaton Terrace Street, New Redruth, Alberton:

The right of leasehold in respect of Erf 11019 (previously Erf 348), Tokoza Extension 2 Township, Registration Division IR, Transvaal, measuring 301 m², held by the Defendants under Certificate of Registered Grant of Leasehold TL6916/89, being 348

Extension 2, Tokoza.

The following information is furnished re the improvements, though in this respect nothing is guaranteed: The dwelling consists of lounge, three bedrooms, bathroom, w.c. and kitchen.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg this 10th day of May 1995.

Routledges Inc., Plaintiff's Attorneys, First Floor, Colosseum, 41 Kruis Street, Johannesburg. (Tel. 331-0511.) (Ref. Z93276/JHBFCLS/Mr McCallum/cvdn.)

> Case 4017/94 PH 267

### IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between ABSA Bank Limited (Allied Bank Division), Plaintiff, and Thupa, Dingaan Harrison, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court at First Floor, Terrace Building, 1 Eaton Terrace Street, New Redruth, Alberton, on Tuesday, 27 June 1995 at 10:00, of the undermentioned immovable property of the Defendant on the conditions which will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Alberton, at First Floor, Terrace Building, 1 Eaton Terrace Street, New Redruth, Alberton:

The right of leasehold in respect of Erf 8235. Tokoza Township, Registration Division IR, Transvaal, measuring 317 m<sup>2</sup>, held by the Defendant under Certificate of Registered Grant of Leasehold TL828/87, being 8235 Tokoza, P.O. Tokoza.

The following information is furnished re the improvements, though in this respect nothing is guaranteed: The dwelling consists of lounge, two bedrooms, bathroom, w.c. and kitchen.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg this 10th day of May 1995.

Routledges Inc., Plaintiff's Attorneys, First Floor, Colosseum, 41 Kruis Street, Johannesburg. (Tel. 331-0511.) (Ref. Z92322/JHBFCLS/Mr McCallum/cvdn.)

> Case 7612/94 PH 267

### IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between ABSA Bank Limited (United Bank Division), formerly known as United Bank Limited and prior to that United Building Society Limited and previously United Building Society, Plaintiff, and Zondo, Israel Wonderful, First Defendant, and Zondo, Anna Ouma, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court at First Floor, Terrace Building, 1 Eaton Terrace Street, New Redruth, Alberton, on Tuesday, 27 June 1995 at 10:00, of the undermentioned immovable property of the Defendants on the conditions which will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Alberton, of First the conditions which will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Alberton, at First Floor, Terrace Building, 1 Eaton Terrace Street, New Redruth, Alberton:

The right of leasehold in respect of Erf 9491, Tokoza Extension 2 Township, Registration Division IR, Transvaal, measuring 315 m², held by the Defendants under Certificate of Registered Grant of Leasehold TL54086/88, being 9491 Tokoza Extension 2.

The following information is furnished re the improvements, though in this respect nothing is guaranteed: The dwelling consists of lounge, two bedrooms, bathroom, w.c. and kitchen.

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

The 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).

Dated at Johannesburg this 10th day of May 1995.

Routledges Inc., Plaintiff's Attorneys, First Floor, Colosseum, 41 Kruis Street, Johannesburg. (Tel. 331-0511.) (Ref. Z93744/JHBFCLS/Mr McCallum/cvdn.)

> Case 21/93 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 Artemis Enterprises CC, First Defendant,

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court at First Floor, Terrace Building, 1 Eaton Terrace Street, New Redruth, Alberton, on Tuesday, 27 June 1995 at 10:00, of the undermentioned immovable property of the Defendants on the conditions which will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Alberton, at First Floor, Terrace Building, 1 Eaton Terrace Street, New Redruth, Alberton:

Erf 226, Alberante Extension 1 Township, Registration Division IR, Transvaal, measuring 3 673 m², held by the Defendants under Deed of Transfer F7669/1972, being 24 Fleur Street, Alberante Extension 1, Alberton.

The following information is furnished re the improvements, though in this respect nothing is guaranteed: The dwelling consists of entrance hall, lounge, dining-room, study, four bedrooms, two bathrooms, dressing-room, kitchen, scullery, two garages, two servants' rooms, single carport, bathroom/w.c., breakfast room, cloak room, snooker room, lobby, sewing room and

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 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).

Dated at Johannesburg this 10th day of May 1995.

Routledges Inc., Plaintiff's Attorneys, First Floor, Colosseum, 41 Kruis Street, Johannesburg. (Tel. 331-0511.) (Ref. Z62694/JHBFCLS/Mr McCallum/cvdn.)

> Case 8189/94 PH 267

### IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between ABSA Bank Limited (Allied Bank Division), Plaintiff, and Xaba, Moses Peter, First Defendant, and Xaba, Jane, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court at First Floor, Terrace Building, 1 Eaton Terrace Street, New Redruth, Alberton, on Tuesday, 27 June 1995 at 10:00, of the undermentioned immovable property of the Defendants on the conditions which will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Alberton, at First Floor, Terrace Building, 1 Eaton Terrace Street, New Redruth, Alberton:

The right of leasehold in respect of Erf 9197, Tokoza Extension 2 Township, Registration Division IR, Transvaal, measuring 336 m², held by the Defendants under Certificate of Registered Grant of Leasehold TL23828/89, being 9197 Tokoza Extension 2.

The following information is furnished re the improvements, though in this respect nothing is guaranteed: The dwelling consists of lounge, three bedrooms, bathroom, w.c. and kitchen.

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

The 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).

Dated at Johannesburg this 10th day of May 1995.

Routledges Inc., Plaintiff's Attorneys, First Floor, Colosseum, 41 Kruis Street, Johannesburg. (Tel. 331-0511.) (Ref. Z57809/JHBFCLS/Mr McCallum/cvdn.)

Case 10753/94 PH 267

### IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between ABSA Bank Limited (Allied Bank Division), Plaintiff, and Twala, Sebolai Michael, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court at First Floor, Terrace Building, 1 Eaton Terrace Street, New Redruth, Alberton, on Tuesday, 27 June 1995 at 10:00, of the undermentioned immovable property of the Defendant on the conditions which will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Alberton, at First Floor, Terrace Building, 1 Eaton Terrace Street, New Redruth, Alberton:

The right of leasehold in respect of Erf 9615, Tokoza Extension 2, Registration Division IR, Transvaal, measuring 300 m<sup>2</sup>, held by the Defendant under Certificate of Registered Grant of Leasehold TL5673/89, being 9615 Tokoza Extension 2, Tokoza

The following information is furnished re the improvements, though in this respect nothing is guaranteed: The dwelling consists of lounge, three bedrooms, bathroom, w.c. and kitchen.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg this 10th day of May 1995.

Routledges Inc., Plaintiff's Attorneys, First Floor, Colosseum, 41 Kruis Street, Johannesburg. (Tel. 331-0511.) (Ref. Z95729/JHBFCLS/Mr McCallum/cvdn.)

> Case 7775/93 PH 267

### IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between ABSA Bank Limited (Allied Bank Division), Plaintiff, and Tshabalala, Thomas Sipo, First Defendant, and Tshabalala, Busisiwe Emily, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court at First Floor, Terrace Building, 1 Eaton Terrace Street, New Redruth, Alberton, on Tuesday, 27 June 1995 at 10:00, of the undermentioned immovable property of the Defendants on the conditions which will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Alberton, at First Floor, Terrace Building, 1 Eaton Terrace Street, New Redruth, Alberton:

The right of leasehold in respect of Lot 9063, Tokoza Township, Registration Division IR, Transvaal, measuring 330 m², held by the Defendants under Certificate of Registered Grant of Leasehold TL20917/1987, being 9063 Tokoza.

The following information is furnished re the improvements, though in this respect nothing is guaranteed: The dwelling consists of lounge, two bedrooms, bathroom, w.c. and kitchen.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg this 10th day of May 1995.

Routledges Inc., Plaintiff's Attorneys, First Floor, Colosseum, 41 Kruis Street, Johannesburg. (Tel. 331-0511.) (Ref. Z58564/JHBFCLS/Mr McCallum/cvdn.)

> Case 2518/94 PH 267

### IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between ABSA Bank Limited (United Bank Division), formerly known as United Bank Limited and prior to that United Building Society Limited and previously United Building Society, Plaintiff, and Sithole, Sipho Elliot, First Defendant, and Sithole, Busisiwe Patricia, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court at First Floor, Terrace Building, 1 Eaton Terrace Street, New Redruth, Alberton, on Tuesday, 27 June 1995 at 10:00, of the undermentioned immovable property of the Defendants on the conditions which will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Alberton, at First Floor, Terrace Building, 1 Eaton Terrace Street, New Redruth, Alberton:

The right of leasehold in respect of Erf 8146, Tokoza Township, Registration Division IR, Transvaal, measuring 323 m<sup>2</sup>, held by the Defendants under Certificate of Registered Grant of Leasehold TL20301/87, being 8146 Tokoza, P.O. Tokoza.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The dwelling consists of lounge, two bedrooms, bathroom, w.c. and kitchen.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand).

Dated at Johannesburg this 10th day of May 1995.

Routledges Inc., Plaintiff's Attorneys, First Floor, Colosseum, 41 Kruis Street, Johannesburg. (Tel. 331-0511.) (Ref. Z91742/JHBFCLS/Mr McCallum/cvdn.)

Case 14233/94 PH 267

### IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between ABSA Bank Limited (Allied Bank División), Plaintiff, and Tshabalala, Gift, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court at First Floor, Terrace Building, 1 Eaton Terrace Street, New Redruth, Alberton, on Tuesday, 27 June 1995 at 10:00, of the undermentioned immovable property of the Defendant on the conditions which will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Alberton, at First Floor, Terrace Building, 1 Eaton Terrace Street, New Redruth, Alberton:

The right of leasehold in respect of Erf 1236, Othandweni Extension 1 Township, Registration Division IR, Transvaal, measuring 280 m², held by the Defendant under Certificate of Registered Grant of Leasehold TL36608/91, being 1236 Othandweni Extension 1, Tokoza.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The dwelling consists of lounge, three bedrooms, bathroom, w.c. and kitchen.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand).

Dated at Johannesburg this 10th day of May 1995.

Routledges Inc., Plaintiff's Attorneys, First Floor, Colosseum, 41 Kruis Street, Johannesburg. (Tel. 331-0511.) (Ref. Z97818/JHBFCLS/Mr McCallum/cvdn.)

Case 15686/94 PH 267

### IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between ABSA Bank Limited (United Bank Division), formerly known as United Bank Limited and prior to that United Building Society Limited and previously United Building Society, Plaintiff, and Thwala, Petrus Mandia, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court at First Floor, Terrace Building, 1 Eaton Terrace Street, New Redruth, Alberton, on Tuesday, 27 June 1995 at 10:00, of the undermentioned immovable property of the Defendant on the conditions which will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Alberton, at First Floor, Terrace Building, 1 Eaton Terrace Street, New Redruth. Alberton:

The right of leasehold in respect of Erf 11428 (previously Erf 757), Tokoza Extension 2 Township, Registration Division IR, Transvaal, measuring 289 m², held by the Defendant under Certificate of Registered Grant of Leasehold TL36283/88, being 757 Tokoza Extension 2.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The dwelling consists of lounge, two bedrooms, bathroom, w.c. and kitchen.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand).

Dated at Johannesburg this 5th day of May 1995.

Routledges Inc., Plaintiff's Attorneys, First Floor, Colosseum, 41 Kruis Street, Johannesburg. (Tel. 331-0511.)

Case 7350/94 PH 267

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### IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

15 St 15 TO 27.47. In the matter between ABSA Bank Limited (Allied Bank Division), Plaintiff, and Soga, Duma Joseph, First Defendant, and Soga, Nontshaba, Ivy, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court at First Floor, Terrace Building, 1 Eaton Terrace Street, New Redruth, Alberton, on Tuesday, 27 June 1995 at 10:00, of the undermentioned immovable property of the Defendants on the conditions which will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Alberton, at First Floor, Terrace Building, 1 Eaton Terrace Street, New Redruth, Alberton:

The right of leasehold in respect of Stand 1105, Tokoza Extension 2 Township, Registration Division IR, Transvaal, measuring 180 m<sup>2</sup>, held by the Defendants under Certificate of Registered Grant of Leasehold TL7138/89, being 1105 Tokoza Extension 2.

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

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

The 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 the date of sale. price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg this 5th day of May 1995.

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Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z93586/JHBFCLS/Mr McCallum/cvdn.)

Case 31486/93 PH 267

### IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between ABSA Bank Limited (Allied Bank Division), Plaintiff, and Ngubeni, Vusumuzi Richard, First Defendant, and Ngubeni, Catherine, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court at First Floor, Terrace Building, 1 Eaton Terrace Street, New Redruth, Alberton, on Tuesday, 27 June 1995 at 10:00, of the undermentioned immovable property of the Defendants on the conditions which will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Alberton, at First Floor, Terrace Building, 1 Eaton Terrace Street, New Redruth, Alberton:

The right of leasehold in respect of Erf 9201, Tokoza Extension 2 Township, Registration Division IR, Transvaal, measuring 290 m², held by the Defendants under Certificate of Registered Grant of Leasehold TL34064/89, being 9201 Tokoza Extension 2, P.O. Tokoza.

The following information is furnished re the improvements, though in this respect nothing is guaranteed: The dwelling consists of lounge, two bedrooms, bathroom, w.c. and kitchen.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand). and the street of the street

Dated at Johannesburg this 5th day of May 1995.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z78332/JHBFCLS/Mr McCallum/cvdn.)

Case 5388/94

### IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between ABSA Bank Limited (Allied Bank Division), Plaintiff, and Zulu, Biki, First Defendant, and Zulu, Thembeni Asalina, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court at First Floor, Terrace Building, 1 Eaton Terrace Street, New Redruth, Alberton, on Tuesday, 27 June 1995 at 10:00, of the undermentioned immovable property of the Defendants on the conditions which will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Alberton, at First Floor, Terrace Building, 1 Eaton Terrace Street, New Redruth, Alberton:

The right of leasehold in respect of Erf 9384, Tokoza Extension 2 Township, Registration Division IR, Transvaal, measuring 327 m², held by the Defendants under Certificate of Registered Grant of Leasehold TL8919/89, being 9384 Tokoza Extension 2, P.O. Tokoza.

The following information is furnished re the improvements, though in this respect nothing is guaranteed. The dwelling consists of lounge, three bedrooms, bathroom, w.c. and kitchen.

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

The 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).

Dated at Johannesburg this 5th day of May 1995.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z93124/JHBFCLS/Mr McCallum/cvdn.)

> Case 05663/94 PH 267

### IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between ABSA Bank Limited (United Bank Division), formerly known as United Bank Limited and prior to that United Building Society Limited and previously United Building Society, Plaintiff, and Simelane, Mfungelwa Ezekiel, and Simelane, Siyekile, Second Defendant, and Simelane, Shadrack, Third Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court at First Floor, Terrace Building, 1 Eaton Terrace Street, New Redruth, Alberton, on Tuesday, 27 June 1995 at 10:00, of the undermentioned immovable property of the Defendants on the conditions which will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Alberton, at First Floor, Terrace Building, 1 Eaton Terrace Street, New Redruth, Alberton:

The right of leasehold in respect of Lot 8428, Tokoza Township, Registration Division IR, Transvaal, measuring 345 m², held by the Defendants under Certificate of Registered Grant of Leasehold TL16763/87, being 8428 Unit F, Tokoza.

The following information is furnished re the improvements, though in this respect nothing is guaranteed: The dwelling consists of lounge, two bedrooms, bathroom, w.c. and kitchen.

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

The 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).

Dated at Johannesburg this 5th day of May 1995.

Routledges Inc., Plaintiff's Attorneys, First Floor, Colosseum, 41 Kruis Street, Johannesburg. (Tel. 331-0511.) (Ref. Z91748/JHBFCLS/Mr McCallum/cvdn.)

> Case 12483/94 PH 267

### The state of the s IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between ABSA Bank Limited (Allied Bank Division), Plaintiff, and Nkosi, Hlushelwani Abednego, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court at First Floor, Terrace Building, 1 Eaton Terrace Street, New Redruth, Alberton, on Tuesday, 27 June 1995 at 10:00, of the undermentioned immovable property of the Defendant on the conditions which will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Alberton, at First Floor, Terrace Building, 1 Eaton Terrace Street, New Redruth, Alberton:

The right of leasehold in respect of Erf 11898 (previously Erf 1227), Tokoza Extension 2 Township, Registration Division IR, Transvaal, measuring 325 m², held by the Defendant under Certificate of Registered Grant of Leasehold TL11200/90, being

The following information is furnished re the improvements, though in this respect nothing is guaranteed: The dwelling consists of lounge, three bedrooms, bathroom, w.c. and kitchen.

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

The 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).

Dated at Johannesburg this 5th day of May 1995.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z96771/JHBFCLS/Mr McCallum/cvdn.)

Case 25255/93 PH 267

### IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between ABSA Bank Limited (Allied Bank Division), Plaintiff, and Nkosi, Ernest, First Defendant, and Nkosi, Thoko Rose, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court at First Floor, Terrace Building, 1 Eaton Terrace Street, New Redruth, Alberton, on Tuesday, 27 June 1995 at 10:00, of the undermentioned immovable property of the Defendants on the conditions which will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Alberton, at First Floor, Terrace Building, 1 Eaton Terrace Street, New Redruth, Alberton:

The right of leasehold in respect of Erf 10822 (previously Erf 151), Tokoza Extension 2 Township, Registration Division IR, Transvaal, measuring 325 m², held by the Defendants under Certificate of Registered Grant of Leasehold TL39584/89, being 151 Road 3, Tokoza Extension 2.

The following information is furnished re the improvements, though in this respect nothing is guaranteed: The dwelling consists of lounge, three bedrooms, bathroom, w.c. and kitchen.

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

The 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 the date of sale. price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg this 5th day of May 1995.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z75544/JHBFCLS/Mr McCallum/cvdn.)

> Case 9993/93 PH 267

### IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between ABSA Bank Limited (Allied Bank Division), Plaintiff, and Themba, Phillip, First Defendant, and Themba, Duduzile Violet, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court at First Floor, Terrace Building, 1 Eaton Terrace Street, New Redruth, Alberton, on Tuesday, 27 June 1995 at 10:00, of the undermentioned immovable property of the Defendants on the conditions which will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Alberton, at First Floor, Terrace Building, 1 Eaton Terrace Street, New Redruth, Alberton:

The right of leasehold in respect of Erf 9529, Tokoza Extension 2 Township, Registration Division IR, Transvaal, measuring 280 m², held by the Defendants under Certificate of Registered Grant of Leasehold TL27487/89, being 9529 Tokoza Extension 2,

The following information is furnished re the improvements, though in this respect nothing is guaranteed: The dwelling Alberton. consists of lounge, three bedrooms, bathroom, w.c. and kitchen.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg this 5th day of May 1995.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z67511/JHBFCLS/Mr McCallum/cvdn.)

Case 23053/93 PH 267

# IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between ABSA Bank Limited (Allied Bank Division), Plaintiff, and Wesi Andrew Jones, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court at First Floor, Terrace Building, 1 Eaton Terrace Street, a sale without reserve will be held by the Sheriff of the Supreme Court at First Floor, Terrace Building, 1 Eaton Terrace Street, New Redruth, Alberton, on Tuesday, 27 June 1995 at 10:00, of the undermentioned immovable property of the Defendant on the conditions which will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Alberton, at First Floor, Terrace Building, 1 Eaton Terrace Street, New Redruth, Alberton:

The right of leasehold in respect of Erf 11887, previously Lot 1216, Tokoza Extension 2 Township, Registration Division IR, Transvaal, measuring 325 (three hundred and twenty-five) square metres, held by the Defendant under Certificate of Registered Grant of Leasehold TL41260/88, being 1216 Tokoza Extension 2.

The following information is furnished re the improvements, though in this respect nothing is guaranteed: The dwelling consists of lounge, two bedrooms, bathroom, w.c. and kitchen.

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

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

Dated at Johannesburg this the 5th day of May 1995.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z73933/JHBFCLS/Mr McCallum/cvdn.)

> Case 14776/94 PH 267

### IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between ABSA Bank Limited (United Bank Division), formerly known as United Bank Limited, and prior to that United Building Society Limited, and previously United Building Society, Plaintiff, and Shozi-Malanga Nkululeko Nation, First

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court at First Floor, Terrace Building, 1 Eaton Terrace Street, New Redruth, Alberton, on Tuesday, 27 June 1995 at 10:00, of the undermentioned immovable property of the Defendants on the conditions which will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Alberton, at First Floor, Terrace Building, 1 Eaton Terrace Street, New Redruth, Alberton:

The right of leasehold in respect of Erf 11416, previously Erf 745, Tokoza Extension 2 Township, Registration Division IR, Transvaal, measuring 275 (two hundred and seventy-five) square metres, held by the Defendants under Certificate of Registered Grant of Leasehold TL41925/88, being 745 Tokoza Extension 2, P.O. Tokoza.

The following information is furnished re the improvements, though in this respect nothing is guaranteed: The dwelling consists of lounge, two bedrooms, bathroom, w.c. and kitchen.

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

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

Dated at Johannesburg this the 5th day of May 1995.

Routledges Inc., Plaintiff's Attorneys, First Floor, Colosseum, 41 Kruis Street, Johannesburg. (Tel. 331-0511.) (Ref. Z94405/JHBFCLS/Mr McCallum/cvdn.)

> Case 16185/93 PH 267

### IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between ABSA Bank Limited (Allied Bank Division), Plaintiff, and Nkosi David, First Defendant, and Nkosi Fikile Saraphina, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court, at First Floor, Terrace Building, 1 Eaton Terrace Street, New Redruth, Alberton, on Tuesday, 27 June 1995 at 10:00, of the undermentioned immovable property of the Defendants on the conditions which will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Alberton, at First Floor, Terrace Building, 1 Eaton Terrace Street, New Redruth, Alberton:

The right of leasehold in respect of Stand 9531, Tokoza Extension 2 Township, Registration Division IR, Transvaal, measuring 280 (two hundred and eighty) square metres, held by the Defendants under Certificate of Registered Grant of Leasehold

The following information is furnished re the improvements, though in this respect nothing is guaranteed: The dwelling consists of lounge, three bedrooms, bathroom, w.c. and kitchen.

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

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

Dated at Johannesburg this the 5th day of May 1995.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z71244/JHBFCLS/Mr McCallum/cvdn.)

Case 34316/92 PH 267

### IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between ABSA Bank Limited (United Bank Division), formerly known as United Bank Limited, and prior to that United Building Society Limited, and previously United Building Society, Plaintiff, and Tshabalala Paulus, First Defendant, and Tshabalala Mathimathe Jutaita, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court at First Floor, Terrace Building, 1 Eaton Terrace Street, New Redruth, Alberton, on Tuesday, 27 June 1995 at 10:00, of the undermentioned immovable property of the Defendants on the conditions which will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Alberton, at First Floor, Terrace Building, 1 Eaton Terrace Street, New Redruth, Alberton:

The right of leasehold in respect of Stand 9237, Tokoza Extension 2 Township, Registration Division IR, Transvaal, measuring 315 (three hundred and fifteen) square metres, held by the Defendants under Deed of Transfer TL54500/88, being 9237 Tokoza, Alberton.

The following information is furnished re the improvements, though in this respect nothing is guaranteed: The dwelling consists of lounge, two bedrooms, bathroom, w.c. and kitchen.

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

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 the 5th day of May 1995.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z62034/JHBFCLS/Mr McCallum/cvdn.)

> Case 6499/94 PH 267

### IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between ABSA Bank Limited (United Bank Division), formerly known as United Bank Limited, and prior to that United Building Society Limited, and previously United Building Society, Plaintiff, and Tshabalala Macaleni, First Defendant, and Tshabalala Priscilla Jabulisile, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court at First Floor, Terrace Building, 1 Eaton Terrace Street, New Redruth, Alberton, on Tuesday, 27 June 1995 at 10:00, of the undermentioned immovable property of the Defendants on the conditions which will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Alberton, at First Floor, Terrace Building, 1 Eaton Terrace Street, New Redruth, Alberton:

The right of leasehold in respect of Stand 9251, Tokoza Extension 2 Township, Registration Division IR, Transvaal, measuring 300 (three hundred) square metres, held by the Defendants under Certificate of Registered Grant of Leasehold TL51944/88, being 9251 Tokoza.

The following information is furnished re the improvements, though in this respect nothing is guaranteed: The dwelling consists of lounge, two bedrooms, bathroom, w.c. and kitchen.

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

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 the 5th day of May 1995.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref Z93615/JHBFCLS/Mr McCallum/cvdn.)

Case 20450/93

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 Vilakazi Moshieng Francisco, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court at First Floor, Terrace Building, 1 Eaton Terrace Street, New Redruth, Alberton, on Tuesday, 27 June 1995 at 10:00, of the undermentioned immovable property of the Defendant on the conditions which will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Alberton, at First Floor, Terrace Building, 1 Eaton Terrace Street, New Redruth, Alberton:

The right of leasehold in respect of Erf 11889, previously Erf 1218, Tokoza Extension 2, Registration Division IR, Transvaal, measuring 325 (three hundred and twenty-five) square metres, held by the Defendant under Certificate of Registered Grant of Leasehold TL40423/88, being 1218 Tokoza Extension 2.

The following information is furnished re the improvements, though in this respect nothing is guaranteed: The dwelling consists of lounge, two bedrooms, bathroom, w.c. and kitchen.

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

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 the 5th day of May 1995.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z73686/JHBFCLS/Mr McCallum/cvdn.)

> Case 7328/94 PH 267

#### IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between ABSA Bank Limited (United Bank Division), formerly known as United Bank Limited, and prior to that United Building Society Limited, and previously United Building Society, Plaintiff, and Tshabalala Tomzotwa Julia, First Defendant, and Mhlanga Solani William, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court at First Floor, Terrace Building, 1 Eaton Terrace Street, New Redruth, Alberton, on Tuesday, 27 June 1995 at 10:00, of the undermentioned immovable property of the Defendants on the conditions which will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Alberton, at First Floor, Terrace Building, 1 Eaton Terrace Street, New Redruth, Alberton:

The right of leasehold in respect of Erf 11388, previously Erf 717, Tokoza Extension 2 Township, Registration Division IR, Transvaal, measuring 225 (two hundred and twenty-five) square metres, held by the Defendants under Certificate of Registered Grant of Leasehold TL42661/88, being 717 Tokoza Extension 2.

The following information is furnished re the improvements, though in this respect nothing is guaranteed: The dwelling consists of lounge, two bedrooms, bathroom, w.c. and kitchen.

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

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 the 5th day of May 1995.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z92503/JHBFCLS/Mr McCallum/cvdn.)

Case 28756/93 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 Tshabalala Nsimbini Enock, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court, at First Floor, Terrace Building, 1 Eaton Terrace Street, New Redruth, Alberton, on Tuesday, 27 June 1995 at 10:00, of the undermentioned immovable property of the Defendant on the conditions which will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Alberton, at First Floor, Terrace Building, 1 Eaton Terrace Street, New Redruth, Alberton:

The right of leasehold in respect of Erf 8291, Tokoza Township, Registration Division IR, Transvaal, measuring 300 (three hundred) square metres, held by the Defendant under Certificate of Registered Grant of Leasehold TL18495/87, being 8291

The following information is furnished re the improvements, though in this respect nothing is guaranteed: The dwelling consists of lounge, two bedrooms, bathroom, w.c. and kitchen.

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

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 the 5th day of May 1995.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z77772/JHBFCLS/Mr McCallum/cvdn.)

> Case 00215/94 PH 267

#### IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between ABSA Bank Limited (United Bank Division), formerly known as United Bank Limited and prior to that United Building Society Limited, and previously United Building Society, Plaintiff, and Tyibela, Hastig Thamsanqa, First Defendant, and Tyibela, Pinkie Evenez, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court, at First Floor, Terrace Building, 1 Eaton Terrace Street, New Redruth, Alberton, on Tuesday, 27 June 1995 at 10:00, of the undermentioned immovable property of the Defendants on the conditions which will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Alberton, at First Floor, Terrace Building, 1 Eaton Terrace Street, New Redruth, Alberton:

The right of leasehold in respect of Stand 9321, Tokoza Extension 2 Township, Registration Division IR, Transvaal, measuring 388 m², held by the Defendants under Deed of Transfer TL53379/88, being 9321 Tokoza Extension 2.

The following information is furnished re the improvements, though in this respect nothing is guaranteed: The dwelling consists of lounge, two bedrooms, bathroom, w.c. and kitchen.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg this 5th day of May 1995.

Routledges Incorporated, Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z90799/JHBFCLS/Mr McCallum/cvdn.)

> Case 31954/93 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 Tshabalala, Molefi Samson, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court, at First Floor, Terrace Building, 1 Eaton Terrace Street, New Redruth, Alberton, on Tuesday, 27 June 1995 at 10:00, of the undermentioned immovable property of the Defendant on the conditions which will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Alberton, at First Floor, Terrace Building, 1 Eaton Terrace Street, New Redruth, Alberton:

The right of leasehold in respect of Stand 8360, Tokoza Township, Registration Division IR, Transvaal, measuring 320 m<sup>2</sup>, held by the Defendant under Certificate of Registered Grant of Leasehold TL35490/87, being 8360 Unit F, Tokoza.

The following information is furnished re the improvements, though in this respect nothing is guaranteed: The dwelling consists of lounge, two bedrooms, bathroom, w.c. and kitchen.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg this 5th day of May 1995.

Routledges Incorporated, Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z79144/JHBFCLS/Mr McCallum/cvdn.)

Case 9819/94 PH 267

#### IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between ABSA Bank Limited (United Bank Division), formerly known as United Bank Limited and prior to that United Building Society Limited, and previously United Building Society, Plaintiff, and Tshabalala, Obrian, First Defendant, and

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court, at First Floor, Terrace Building, 1 Eaton Terrace Street, New Redruth, Alberton, on Tuesday, 27 June 1995 at 10:00, of the undermentioned immovable property of the Defendants on the conditions which will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Alberton, at First Floor, Terrace Building, 1 Eaton Terrace Street, New Redruth, Alberton:

The right of leasehold in respect of Erf 9552, Tokoza Extension 2 Township, Registration Division IR, Transvaal, measuring 340 m², held by the Defendants under Certificate of Registered Grant of Leasehold TL49121/88, being 9552 Tokoza Extension 2, Tokoza.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The dwelling consists of lounge, two bedrooms, bathroom, w.c. and kitchen.

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

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).

Dated at Johannesburg this 5th day of May 1995.

Routledges Incorporated, Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.)

Case 19672/94 PH 267

### IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between ABSA Bank Limited (United Bank Division), formerly known as United Bank Limited and prior to that United Building Society Limited, and previously United Building Society, Plaintiff, and Tshayingwe, Sitili Clifford, First Defendant, and Tshayingwe, Lulama Valencia, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court, at First Floor, Terrace Building, 1 Eaton Terrace Street, New Redruth, Alberton, on Tuesday, 27 June 1995 at 10:00, of the undermentioned immovable property of the Defendants on the conditions which will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Alberton, at First Terrace Building, 1 Eaton Terrace Street, New Redruth, Alberton:

The right of leasehold in respect of Erf 11317 (previously Erf 646), Tokoza Extension 2 Township, Registration Division IR, Transvaal, measuring 221 m², held by the Defendants under Certificate of Registered Grant of Leasehold TL38964/88, being 646 Tokoza Extension 2, Alberton.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The dwelling consists of lounge, two bedrooms, bathroom, w.c. and kitchen.

Terms: 10% (ten per cent) of the purchase price in cash on the day of the sale, the balance payable against registration of 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).

Dated at Johannesburg this 16th day of May 1995.

Routledges Incorporated, Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. ZA0129/JHBFCLS/Mr McCallum/cvdn.)

Case 16818/94 PH 267

### IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between ABSA Bank Limited (Allied Bank Division), Plaintiff, and Thipe, Satuku Johanna, 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, First Floor, Terrace Building, 1 Eaton Terrace Street, New Redruth, Alberton, on Tuesday, 27 June 1995 at 10:00, of the undermentioned immovable property of the Defendant on the conditions which will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Alberton, First Floor, Terrace Building, 1 Eaton Terrace Street, New Redruth, Alberton:

The right of leasehold in respect of Erf 11434 (previously Erf 763), Tokoza Extension 2 Township, Registration Division IR, Transvaal, measuring 216 m², held by the Defendant under Certificate of Registered Grant of Leasehold TL46231/88, being 763 Extension 2, Tokoza.

The following information is furnished re the improvements, though in this respect nothing is guaranteed: The dwelling consists of lounge, two bedrooms, bathroom, w.c. and kitchen.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg this 5th day of May 1995.

Routledges Incorporated, Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z97550/JHBFCLS/Mr McCallum/cvdn.)

> Case 4019/94 PH 267

### IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between ABSA Bank Limited (Allied Bank Division), Plaintiff, and Twala, Elliot Albert, 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, First Floor, Terrace Building, 1 Eaton Terrace Street, New Redruth, Alberton, on Tuesday, 27 June 1995 at 10:00, of the undermentioned immovable property of the Defendant on the conditions which will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Alberton, First Floor, Terrace Building, 1 Eaton Terrace Street, New Redruth, Alberton:

The right of leasehold in respect of Erf 11241 (previously Stand 570), Tokoza Extension 2, Registration Division IR, Transvaal, measuring 216 m², held by the Defendant under Certificate of Registered Grant of Leasehold TL37141/89, being 570 Tokoza Extension 2, P.O. Tokoza.

The following information is furnished re the improvements, though in this respect nothing is guaranteed: The dwelling consists of lounge, three bedrooms, bathroom, w.c. and kitchen.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg this 5th day of May 1995.

Routledges Incorporated, Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z92027/JHBFCLS/Mr McCallum/cvdn.)

Case 7344/94

### IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between ABSA Bank Limited (Allied Bank Division), Plaintiff, and Zulu, Sikhomfana Michael, First Defendant, and Zulu, Nombulelo Elizabeth, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court, First Floor, Terrace Building, 1 Eaton Terrace Street, New Redruth, Alberton, on Tuesday, 27 June 1995 at 10:00, of the undermentioned immovable property of the Defendants on the conditions which will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Alberton, First Floor, Terrace Building, 1 Eaton Terrace Street, New Redruth, Alberton:

The right of leasehold in respect of Erf 11486 (previously Erf 815), Tokoza Extension 2 Township, Registration Division IR, Transvaal, measuring 216 m², held by the Defendants under Deed of Transfer TL29332/89, being 815 Tokoza Extension 2.

The following information is furnished re the improvements, though in this respect nothing is guaranteed: The dwelling consists of lounge, two bedrooms, bathroom, w.c. and kitchen.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg this 5th day of May 1995.

Routledges Incorporated, Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z93121/JHBFCLS/Mr McCallum/cvdn.)

Case 9810/94 PH 267

#### IN THE SUPREME COURT OF SOUTH AFRICA etal a se compres de la del compres de la

(Witwatersrand Local Division)

In the matter between ABSA Bank Limited (Allied Bank Division), Plaintiff, and Zwane, Isaac Zoduna, First Defendant, and Tshabalala, Edith Ouma, 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, First Floor, Terrace Building, 1 Eaton Terrace Street, New Redruth, Alberton, on Tuesday, 27 June 1995 at 10:00, of the undermentioned immovable property of the Defendants on the conditions which will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Alberton, First Floor, Terrace Building, 1 Eaton Terrace Street, New Redruth, Alberton:

The right of leasehold in respect of Erf 11472, Tokoza Extension 2 Township, Registration Division IR, Transvaal, measuring 222 m², held by the Defendants under Deed of Transfer TL26388/91, being 801 Extension 2, Tokoza.

The following information is furnished re the improvements, though in this respect nothing is guaranteed: The dwelling consists of lounge, three bedrooms, bathroom, w.c. and kitchen.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg this 5th day of May 1995.

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Routledges Incorporated, Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z95732/JHBFCLS/Mr McCallum/cvdn.)

Case 8355/93

### IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between ABSA Bank Limited (Allied Bank Division), Plaintiff, and Sjean Joubert, First Defendant, and Margaretha Maria Joubert, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Transvaal Provincial Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court at the main entrance of the Magistrate's Court, Van Riebeeck Street, Potchefstroom, on Friday, 23 June 1995 at 10:00, of the undermentioned immovable property of the Defendants on the conditions which will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Potchefstroom, at 20 Borrius Street, Bailey Park, Potchefstroom:

Remaining extent of Erf 416, Potchefstroom Township, Registration Division IQ, Transvaal, measuring 1 428 (one thousand four hundred and twenty-eight) square metres, held by the Defendants under Deed of Transfer T58332/1989, being 55 Louw

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

The dwelling consists of entrance hall, lounge, dining-room, family room, three bedrooms, two bathrooms/toilets, kitchen, double garage, toilet, study and borehole.

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 purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

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

na wagatana sa angata. Tanana Tinggasa sa as

Routledges Inc., Plaintiff's Attorneys, First Floor, Colosseum, 41 Kruis Street, Johannesburg. (Tel. 331-0511.) (Ref. Z67862/WRFCLS/Mr Brewer/djl.)

> Case 12484/94 PH 267

# IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between ABSA Bank Limited (Allied Bank Division), Plaintiff, and Selete, Matome Edward, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court at First Floor, Terrace Building, 1 Eaton Terrace Street, New Redruth, Alberton, on Tuesday, 27 June 1995 at 10:00, of the undermentioned immovable property of the Defendant on the conditions which will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Alberton at First Floor, Terrace Building, 1 Eaton Terrace Street, New Redruth, Alberton:

The Right of Leasehold in respect of Erf 11410, Tokoza Extension 2 Township, Registration Division IR, Transvaal, measuring 216 (two hundred and sixteen) square metres, held by the Defendant under Deed of Transfer TL27621/91, being 11410 The following information is furnished re the improvements, though in this respect nothing is guaranteed:

The dwelling consists of a lounge, three bedrooms, bathroom, w.c. and kitchen.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

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

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z96775/JHBFCLS/Mr McCallum/cvdn.)

> Case 550/94 PH 267

### IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between ABSA Bank Limited (Allied Bank Division), Plaintiff, and Motsoeneng, Ramoriti David, First Defendant, and Motaung, Maditaba Annah, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court at First Floor, Terrace Building, 1 Eaton Terrace Street, New Redruth, Alberton, on Tuesday, 20 June 1995 at 10:00, of the undermentioned immovable property of the Defendants on the conditions which will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Alberton at First Floor, Terrace Building, 1 Eaton Terrace Street, New Redruth, Alberton:

The right of leasehold in respect of Erf 11110, previously Erf 439, Tokoza Extension 2 Township, Registration Division IR, Transvaal, measuring 316 (three hundred and sixteen) square metres, held by the Defendants under Certificate of Registered Grant of Leasehold TL7395/90, being 439 Tokoza Extension 2.

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

The dwelling consists of a lounge, three bedrooms, bathroom, w.c. and kitchen.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

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

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z90685/JHBFCLS/Mr McCallum/cvdrl.)

> Case 12334/94 PH 267

#### IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between ABSA Bank Limited (Allied Bank Division), Plaintiff, and Motaung, Khotso Johannes, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court at First Floor, Terrace Building, 1 Eaton Terrace Street, New Redruth, Alberton, on Tuesday, 20 June 1995 at 10:00, of the undermentioned immovable property of the Defendant on the conditions which will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Alberton at First Floor, Terrace Building, 1 Eaton Terrace Street, New Redruth, Alberton:

The right of leasehold in respect of Erf 11078, previously Erf 407, Tokoza Extension 2, Registration Division IR, Transvaal, measuring 413 (four hundred and thirteen) square metres, held by the Defendant under Certificate of Registered Grant of Leasehold TL44173/88, being 407 Tokoza Extension 2, Tokoza.

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

The dwelling consists of a lounge, three bedrooms, bathroom, w.c. and kitchen.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

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

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z96966/JHBFCLS/Mr McCallum/cvdn.)

Case 30083/93 PH 267

### IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between ABSA Bank Limited (Allied Bank Division), Plaintiff, and Ngubehi Homathole Elizabeth, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court at First Floor, Terrace Building, 1 Eaton Terrace Street, New Redruth, Alberton, on Tuesday, 20 June 1995 at 10:00, of the undermentioned immovable property of the Defendant on the conditions which will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Alberton, at First Floor, Terrace Building, 1 Eaton Terrace Street, New Redruth, Alberton:

The right of leasehold in respect of Erf 11467, Tokoza Extension 2 Township, Registration Division IR, Transvaal, measuring 241 m², held by the Defendant under Certificate of Registered Grant of Leasehold TL14916/93, being 11467 Tokoza Extension 2.

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

The dwelling consists of lounge, two bedrooms, w.c. and kitchen.

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

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).

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

Routledges Incorporated, Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.)

Saak 759/94

# IN DIE LANDDROSHOF VIR DIE DISTRIK HOËVELDRIF GEHOU TE EVANDER

In die saak tussen **ABSA Bank Beperk**, handelende as United Bank, Eiser, en **Edward van den Bergh**, Eerste Verweerder, en **Diane Veronica van den Bergh**, Tweede Verweerder

In opvolging van 'n vonnis toegestaan in die Landdroshof, Evander en lasbrief vir eksekusie gedateer 30 Mei 1994, sal die eiendom hieronder genoem verkoop word in eksekusie op 21 Junie 1995 om 12:00, by die Balju se kantore, Evander, aan die hoogste bieër vir kontant, naamlik:

Eiendombeskrywing: Sitkamer, eetkamer, kombuis, drie slaapkamers, een en 'n half badkamer, twee toilette, motorhuis, bediendekamer met kleedkamer en ommuur aan drie kante.

Eiendom: Erf 1738, Secunda-uitbreiding 2, Registrasieafdeling IS, Transvaal, groot 984 (negehonderd vier-en-tagtig) vier-kante meter, gehou kragtens Akte van Transport T44136/1990, geleë te Prinsloostraat 8, Secunda.

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, Evander.

Die belangrikste voorwaardes daarin vervat is:

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

Gedateer te Secunda op die 24ste dag van Mei 1995.

J. Jacobs, vir Cronje, De Waal & Van der Merwe, Prokureurs vir Eiser, Eerste Verdieping, Unitedgebou, Posbus 48, Secunda, 2302. (Verw. Jacobs/emcd/A556.)

Case 1496/95

### IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Dawid Hermanus Jacobs**, First Defendant, and **Antonette Henrietta Jacobs**, Second Defendant

A sale in execution of the undermentioned property is to be held without reserve at 30 Margaretha Street, Pretoria, on Monday, 26 June 1995 at 10:00:

Full conditions of sale can be inspected at the Sheriff, Central, at the above address and will be read out prior to the sale. No warranties are given with regard to the description and/or improvements.

Property: Unit 1 in the scheme known as Hoppie Villa SS781/1993, situated at 1359A Breyer Street, Waverley, Pretoria, and an undivided share in the common property apportioned to the said unit in accordance with the participation quota, and exclusive use area described as Garden T3, as shown on the said sectional plan.

Improvements: Three bedrooms, two bathrooms, separate toilet, kitchen, lounge, family room, dining-room, study, two

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

Case 01117/95 **PH 45** 

#### IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between Nedcor Bank Limited, formerly Nedperm Bank Limited, Plaintiff, and Khumalo, Nomsa Nancy Fatima, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve and subject to written confirmation by the Plaintiff will be held at the offices of the Sheriff, 131 Marshall Street, Johannesburg, on Thursday, 29 June 1995 at 10:00, of the undermentioned property of the Defendant on the conditions to be read out by the auctioneer at the time of the sale and which conditions may be inspected at the offices of the Sheriff, Johannesburg West, prior to the sale:

Erf 280, Protea Glen Township, Registration Division IQ, Transvaal, in extent 338 (three hundred and thirty-eight) square metres, held under Certificate of Ownership T0301/1992, being 404 B Zone, 6 Meadowlands.

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

Main building: Three bedrooms, lounge, bathroom, dining-room 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. Auctioneer's charges, payable on the day of the sale, to be calculated as follows:

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

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

Cliffe Dekker & Todd, Plaintiff's Attorneys, 24th Floor, 78 Fox Street, Johannesburg; P.O. Box 61059, Marshalltown, 2107. (Tel. 832-2911.) (Ref. Mr S. von Schirnding/nls M27650.)

Saak 6408/93

# IN DIE LANDDROSHOF VIR DIE DISTRIK MIDDELBURG, OOS-TRANSVAAL GEHOU TE MIDDELBURG, OOS-TRANSVAAL

In die saak tussen Laerskool Middelburg, Eiser, en D. J. L. Kruger, Verweerder

Ingevolge 'n vonnis van bogemelde Agbare Hof en 'n lasbrief tot uitwinning gedateer 15 Februarie 1995, sal die ondergenoemde eiendom verkoop word in eksekusie 9 Junie 1995 om 11:00, voor die Landdroshof, President Krugerstraat, Middelburg, Transvaal, aan die hoogste bieër:

Gedeelte 2 van Erf 448, geleë in die dorp Middelburg, Registrasieafdeling JS, Transvaal, groot 1 903 (een nege nul drie) vierkante meter, bekend as Parkstraat 6A, Middelburg, Transvaal.

- 1. Die eiendom sal voetstoots verkoop word en sonder reserwe aan die hoogste bieër en sal die verkoping onderhewig wees aan die bepalings van artikel 66 van die Landdroshofwet van 1944, soos gewysig.
  - Die verkoopprys sal betaalbaar wees soos volg:
  - 2.1 10% (tien persent) van die koopprys op die dag van die verkoping.
- 2.2 Die onbetaalde balans tesame met rente op die balanskoopsom gereken teen 'n koers van 20,75% per jaar, gereken vanaf datum van die verkoping tot datum van registrasie van die eiendom in die naam van die koper sal betaal word of verseker word by wyse van 'n bank- en/of bouverenigingwaarborg binne 21 (een-en-twintig) dae van datum van verkoping.
- 3. Vendusiekoste sal betaalbaar wees op die dag van die verkoping en sal as volg bereken word: 5% (vyf persent) van die opbrengs van die verkoping met 'n minimum van R10 (tien rand).
- 4. Die verdere en volledige verkoopvoorwaardes sal onmiddellik voor die verkoping uitgelees word en kan dit reeds nou nagegaan word by die kantore van die Balju van die Landdroshof, Totiusstraat, Middelburg, Transvaal.

Aldus gedaan en geteken te Middelburg, Transvaal, op hede hierdie 15de dag van Mei 1995.

J. J. Rousseau, vir Rousseau, Coetzee & Brauckmann, Prokureurs vir Eiser, Posbus 1845, Greenacres-gebou 3, Joubertstraat 10A, Middelburg, 1050. (Verw. mnr. Rousseau/hl/LR27/93.)

Case 5917/95

### IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between Nedcor Bank Limited, Plaintiff, and Kennet Magamo, Defendant

A sale in execution of the undermentioned property is to be held without reserve at the Magistrate's Court, Delville Street, Witbank, on 30 June 1995 at 10:00:

Full conditions of sale can be inspected at the offices of the Sheriff of the Supreme Court, 3 Rhodes Street, Witbank, and will also be read out by the Sheriff, prior to the sale in execution.

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

Property: All the right, title and interest to the leasehold in respect of Erf 4237, kwaGuqa Extension 7 Township, Registration Division JS, Transvaal.

Improvements: Three bedrooms, kitchen, lounge, family-room, two bathrooms, dining-room, study and two garages. Hack Stupel & Ross, Attorneys for Plaintiff, P.O. Box 2000, Pretoria. [Tel. (012) 325-4185.] (Ref. Du Plooy/sv/GT2385.)

Case 90926/94

PH 81

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

In the matter between **Body Corporate Marble Arch**, Plaintiff/Execution Creditor, and **Jerome Hiongwane**,
Defendant/Execution Debtor

In execution of a judgment in the Magistrate's Court of Johannesburg, in the above-mentioned suit, a sale without reserve will be held at the offices of the Magistrate, Johannesburg, Magistrate's Court, Fox Street-entrance, Johannesburg, on Friday, 23 June 1995 at 10:00, of the undermentioned immovable property of the Defendant on the conditions laid out by the auctioneer at the time of the sale which conditions will lie for inspection prior to the sale at the offices of the Sheriff of the Court, Johannesburg Central, 131 Marshall Street, Johannesburg, namely:

Certain: Unit 68, in the building known as Marble Arch, together with a share in the common property and situated in Johannesburg Township, Local Authority of Johannesburg, Transvaal, measuring 114 square metres.

Terms: A cash payment immediately on the property being knocked down to the purchaser of 10% (ten per cent) of the purchase price, the balance and interest on the full purchase price at current bond rates payable against registration of transfer, to be secured by a bank, building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of (twenty thousand rand) and thereafter 3% (three per cent) to a maximum fee of R6 000 (six thousand rand) and a minimum of R200 (two hundred rand).

Dated at Johannesburg on the 29th day of May 1995.

De Wet & Van der Watt Inc., Plaintiff's Attorneys, 1501 Glencairn Building, 73 Market Street, Johannesburg, 2000. [Tel. (011) 336-0541.] (Ref. AR/C236.)

Saak 1332/92

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

In die saak tussen A. S. Coetzee, Eiser, en S. S. Segoai, Verweerder

Eksekusieverkoping gehou te word te die Landdroshof, hoek van Klopper- en Van Stadenstraat, Rustenburg, op 23 Junie

Sekere Erf 1764, in die dorp Geelhoutpark-uitbreiding 6, Registrasieafdeling JQ, Transvaal, bekend as Hedeiralaan 41, Rustenburg.

'n Substansiële bouvereniging verband 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 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.

C. M. Weiss, vir Weiss Combrink & Vennote, Prokureur vir Eiser, Steenstraat 19, Rustenburg.

### CAPE · KAAP

Case 16590/94

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

### Nedcor Bank Limited versus Constance Nondwe Mdini

The property: Erf 30569, Khayelitsha, in the Area of the City Council of Lingelethu West, Administrative District of the Cape. In extent: 284 square metres.

Situated at: 9 Cellu Close, Elitha Park, Khayelitsha.

Improvements: (not guaranteed) One single dwelling built with bricks under an asbestos sheeting roof, consisting of approxamitely lounge/kitchen, two bedrooms, bathroom/toilet/handbasin.

Date of sale: 22 June 1995 at 10:00.

Place of sale: Magistrate's Court, Mitchells Plain.

Material conditions: The sale will be voetstoots, by public auction to the highest bidder, the purchase price herein payable as follows: R2 000 in cash or by bank cheque upon signature of the conditions of sale; 10% (ten per cent) of the purchase price less the sum of R2 000 in cash or by bank cheque on the day of the sale, and the balance on transfer together with interest thereon calculated in the manner set out more fully in the conditions of sale and subject to the terms set out in the conditions of sale which will be read immediately prior to the sale and which are available for inspection at the offices of the Sheriff, Mitchells Plain Khayelitsha at Second Floor, The Plain, Allegro Lane, Town Centre, Mitchells Plain.

Dated at Claremont the 11th day of May 1995.

Pincus Matz Marquard Hugo-Hamman, Attorneys for Judgment Creditor, 135 Main Road, Claremont.

Case 3086/94

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

In the matter between ABSA Bank Limited trading as United Bank versus Lillian Veronica Williams

The following property will be sold in execution by public auction held at 3 Erica Avenue, Westridge, Somerset West, to the highest bidder, on 20 June 1995 at 12:15:

Erf 4489, Somerset West situated in the Muncipality of Somerset West, Division of Stellenbosch, in extent 2 573 (two thousand five hundred and seventy-three) square metres, held by Deed of Transfer T21524/94, situated at 3 Erica Avenue, Westridge, Somerset West.

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 entrance hall, lounge, dining-room, study, kitchen, three bedrooms, two bathrooms, toilet, patio, outbuilding detached, laundry, two garages and toilet.
- 3. Payment: Ten per centum (10%) of the purchase price on the day of the sale and the balance together with interest at the current rate of 17,25% (seventeen comma two five per centum) per annum calculated on the Judgment Creditor's claim from the date of sale to date of transfer against registration of transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

Dated at Cape Town on this 15th day of May 1995.

Buchanan Boyes, Attorneys for Judgment Creditor, 13 Hout Street, Cape Town. (Tel. 23-9200.)

Saak 742/95

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

In die saak tussen Nedcor Bank Beperk, Eksekusieskuldeiser, en Gordon Trounce Burge, Eksekusieskuldenaar

Ter uitvoering van 'n vonnis van die Landdroshof vir die distrik George en 'n lasbrief vir ekseksie gedateer 20 April 1995, sal die volgende eiendom in eksekusie verkoop word op Maandag, 19 Junie 1995 om 10:00 te die perseel, Ericaweg 50, George, naamlik:

Erf 4874, George in die munisipaliteit en afdeling van George, groot 2,498 vierkante meter, gehou kragtens Transportakte T18059/78. Verbeterings: Een woonhuis bestaande uit: Drie slaapkamers, kombuis, sitkamer, eetkamer, twee badkamers en motorhuis.

Verkoopvoorwaardes

- 1. Die verkoping is onderhewig aan die bepalings van die Landdroshowewet, No. 32 van 1944, en reëls daaronder geproklameer. Die eiendom word voetstoots verkoop en onderhewig aan die voorwaardes van die bestaande transportakte. Die hoogste bieër sal die koper wees, onderhewig aan die bepalings van artikel 66 van die bogemelde Wet.
- 2. 10% (tien persent) van die koopprys is betaalbaar in kontant by ondertekening van die verkoopvoorwaardes onmiddellik nadat die eiendom as verkoop verklaar is en die saldo van die koopprys, tesame met rente daarop bereken teen die huidige rentekoers van 16,25% (sestien komma twee vyf persent) vanaf datum van vonnis tot datum van registrasie, teen registrasie van transport in naam van die koper. Voormelde bedrae moet verseker wees deur 'n aanvaarbare bank- of bouverenigingwaarborg wat gelewer moet word binne 14 dae vanaf datum van die veiling.
- 3. Die koper sal alle hereregte, oordragkoste, agterstallige grondbelasting en heffings, asook grondbelastings en heffings vir die huidige jaar en afslaerskommissie betaal.
- 4. Belasting op Toegevoegde Waarde op die koopprys, tensy die Vonnisskuldenaar voor die veiling die afslaer en die Balju voorsien het van 'n skriftelike verklaring dat die verkoping van die eiendom nie 'n belasbare lewering van goed sou wees indien dit deur die Vonnisskuldenaar verkoop sou word nie en wat volledig die redes uiteensit waarom die verkoping van die eiendom deur die Vonnisskuldenaar nie 'n belasbare lewering van goed sou wees nie.
- 5. Die volle voorwaardes van verkoping lê ter insae by die kantoor van die Balju vir die Landdroshof George, Wellingtonstraat 36A, George, sowel as by die kantore van Mnre Raubenheimers, Cradockstraat 60, George.

Gedateer te George hierdie 2de dag van Mei 1995.

R. Engelbrecht, vir Raubenheimers Ingelyf, Cathedralstraat 60, Posbus 21, George, 6530. [Tel. (0441) 73-2043.]

Case 945/95

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

In the matter between The Standard Bank of South Africa Limited, Execution Creditor, and Christian Petrus Johannes Brand, Execution Debtor

In terms of a judgment granted by the Magistrate's Court for the District of Kuils River dated 28 March 1995 and a warrant of execution issued, the undermentioned property will be sold voetstoots and without reserve in execution by public auction held on the premises, to the highest bidder on 28 June 1995 at 10:00:

Erf 1995, Kraaifontein in the Municipality of Kraaifontein, Division of Paarl, in extent 703 (seven hundred and three) square metres. Street address: 37 Hoff Street, Kraaifontein.

Conditions of sale

(1) The property will be sold in execution without reserve and voetstoots to the highest bidder by public auction and subject to the provisions and conditions of the Magistrates' Courts Act, No. 32 of 1944, as amended, and the rules applicable thereto and also the servitudes and conditions attaching to the property contained in the relevant title deeds.

- (2) The following information is furnished but not guaranteed: Entrance hall, lounge, dining-room, kitchen, three bedrooms, bath/shower, w.c., garage and swimming-pool.
- (3) The full and complete conditions of sale will be announced by the Sheriff of the Magistrate's Court or auctioneer immediately before the sale and will lie for inspection at the offices of the Sheriff of the Magistrate's Court, 29 Northumberland Street, Bellville.
- (4) Payment shall be effected as follows: Ten per cent (10%) of the purchase price on the day of the sale and the balance together with interest thereon at the prevailing rate of interest from the date of sale to date of registration of transfer 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 4 May 1995.

W. de Braal, for Buchanan Boyes, Attorneys for Execution Creditor, Second Floor, Standard Bank Building, Kruskal Avenue, Bellville.

Saak 580/95

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

In die saak tussen Saambou Bank Beperk, Eksekusieskuldeiser, en Coren Margaret Daniels, Eksekusieskuldenaar

In die gemelde saak sal 'n veiling gehou word op 27 Junie 1995 om 09:00, op die plek te Heuningboomstraat 34, Cloetesville, Stellenbosch:

Erf 11943, Stellengbosch, geleë in die gebied Metropolitaanse Oorgangsubstruktuur Stellenbosch, afdeling Stellenbosch, provinsie Wes-Kaap, groot 229 vierkante meter, gehou kragtens Transportakte T73761/1992, ook bekend as Heuningboomstraat 34, Cloetesville.

Verkoopvoorwaardes:

- 1. Die veiling is onderworpe aan die bepalings en voorwaardes van die Wet op Landdroshowe, No. 32 van 1944, en die eiendom word voetstoots verkoop onderworpe aan die voorwaardes van die bestaande titelbewys.
- 2. Een tiende van die koopprys word onmiddellik betaal nadat die eiendom as verkoop verklaar is en die res van die koopprys met rente daarop teen 'n koers van 16,25% (sestien komma twee vyf persent) per jaar, betaal te word teen registrasie van oordrag wat onverwyld na die veiling gegee en geneem sal word.
  - 3. Die volgende verbeteringe is op die eiendom aangebring (hoewel niks in hierdie opsig gewaarborg word nie):

Hoofgebou: Baksteengebou met sement teëldak, bestaande uit kombuis, sitkamer/eetkamer, twee slaapkamers, badkamer en toilet.

Buitegebou: Geen.

4. Die volledige veilingsvoorwaardes sal ten tye van die veiling voorgelees word en lê voor die tyd ter insae in die kantoor van die Balju van die Landdroshof, Stellenbosch, en in die kantoor van die ondergetekende.

Gedateer te Kuilsrivier op hierdie 8ste dag van Mei 1995.

A. J. Marais, vir Marais Müller, Prokureur vir Vonnisskuldeiser, Van Riebeeckweg 66, Kuilsrivier.

Case 11537/92

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

#### Nedcor Bank Limited versus David Salang Mokete

The property: Erf 26940, a portion of Erf 24199, Khayelitsha, in the area of jursdiction of the Town Committee of Lingelethu West, Administrative District of the Cape, in extent 237 square metres, situated at Shop 18 (butchery), Tembani Shopping Centre, Khayelitsha.

Improvements (not guaranteed): Semi-detached business premises consisting of approximately butchery consists of sink, toilet and meat storage.

Date of sale: 22 June 1995 at 10:00.

Place of sale: Magistrate's Court, Mitchells Plain.

Material conditions: The sale will be voetstoots, by public auction to the highest bidder, the purchase price herein payable as follows: R2 000 in cash or by bank cheque upon signature of the conditions of sale, 10% (ten per cent) of the purchase price less the sum of R2 000 in cash or by bank cheque on the day of sale, and the balance on transfer together with interest thereon calculated in the manner set out more fully in the conditions of sale and subject to the terms set out in the conditions of sale which will be read immediately prior to the sale and which are available for inspection at the offices of the Sheriff, Mitchells Plain, Khayelitsha, at Second Floor, The Plain, Allegro Lane, Town Centre, Mitchells Plain.

Dated at Claremont the 11th day of May 1995.

Pincus Matz, Marquard & Hugo-Hamman, Attorneys for Judgment Creditor, 135 Main Road, Claremont.

Case 7593/93

# 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 H. Nxayeka, First Execution Debtor, and Idah Nxayeka, Second Execution Debtor

In execution of a judgment of the Magistrate's Court for the District of Uitenhage, dated 6 October 1993, and in pursuance of an attachment in execution dated 15 March 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, 15 June 1995 at 11:00, of the following immovable property situated at 15 Sali Street, kwaNobuhle:

Zoned: Residential, being Erf 8764, kwaNobuhle, in the Area of Uitenhage Transitional Local Council, Division of Uitenhage, Eastern Cape Province, in extent 284 square metres, held by Hlelani Nxayeka and Idah Nxayeka, under Deed of Transfer TL3243/92, and subject to the conditions referred to therein.

The following improvements are situated on the property although nothing in this respect is guaranteed: Single storey detached conventional dwelling under asbestos with lounge, three bedrooms, 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 twenty-one (21) days from date of the sale.

Dated at Uitenhage this 11th day of May 1995.

J. S. Levy & Levy, Attorneys for Execution Creditor, 301 S A Permanent Centre, Caledon Street, Uitenhage.

Case 5035/94

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

In the matter between Nedcor Bank Limited, Plaintiff, and Danny Prince, First Defendant, and Beryl Yvonne Prince, Second Defendant

In the above matter a sale will be held on Monday, 19 June 1995 at 12:00, at the site of 14 Kotze Street, Scottsville, Kraaifontein, being:

Remainder Erf 473, Kraaifontein, in the Municipality of Kraaifontein, Paarl Division, measuring 495 square metres:

- 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 seventeen comma two five per centum (17,25%) 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 dwelling comprising two bedrooms, lounge, toilet, bathroom, kitchen and 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 Bellville and at the offices of the undersigned.

Minde Schapiro & Smith, Attorneys for Plaintiff, Park Building, 49 Durban Road, Bellville. (Tel. 948-4761.) (Ref. A. Pepler/Ir.)

Case 2331/93

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

In the matter between ABSA Bank Limited, trading as United Bank, Judgment Creditor, and Isaac Jacobus Blanckenberg, First Judgment Debtor, and Sandra Anne Blanckenberg, Second Judgment Debtor

In pursuance of a judgment granted on 1 June 1993, in the Paarl Magistrate's Court, the following property will be sold to the highest bidder, on 26 June 1995 at 10:00, at Paarl Court-house:

Description: Erf 17684, portion of Erf 17681, Paarl, in the Municipality of Paarl, Paarl Division, in extent 240 (two hundred and forty) square metres, held by Deed of Transfer 70230/92.

Postal address: 101 Begonia Street, Paarl.

Improvements: Dwelling: Lounge, kitchen, two bedrooms and bath/toilet (not guaranteed).

- 1. The full and complete conditions of sale will be read immediately before the sale and will lie for inspection at the offices of the Sheriff and at the offices of the auctioneer.
- 2. Payment: 10% (ten per centum) of the purchase price on the day of the sale and the balance together with interest calculated on Plaintiff's claim at the rate of 16% (sixteen per centum) from the date of sale to date of registration of transfer against transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

Dated at Parow this 10th day of May 1995.

H. C. van Niekerk, for Van Niekerk Groenewoud & Van Zyl, Plaintiff's Attorneys, 101 Parow Chambers, 121 Voortrekker Road, Parow, 7500; P.O. Box 713, Parow, 7500. [Tel. (021) 92-6017.]

Case 3416/94

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

In the matter between ABSA Bank Limited, Plaintiff, and Mr E. J. N. Anders, First Defendant, and Mrs S. E. Anders, Second Defendant

In pursuance of a judgment in the Court of the Magistrate of Kuils River, the following will be sold in execution on 19 June 1995 at 09:00, in front of the Magistrate's Court for the District of Kuils River, to the highest bidder:

Erf 423 (portion of Erf 361), Blue Downs, 310 (three hundred and ten) square metres, held by Deed of Transfer T36972/1993, situated at 4 Pine Crescent, Hillcrest, Blue Downs.

Three bedrooms, kitchen, lounge, bathroom and toilet.

- 1. The property shall be sold without reserve and to the highest bidder, and shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder and of the title deeds in so far as these are applicable.
- 2. A deposito of 10% (ten per centum) of the purchase price shall be paid in cash or by deposit-taking institution-guaranteed cheque at the time of the sale. The balance [plus interest at the current rate of 17,25% (seventeen comma two five per centum) per annum calculated on the Capital Judgment Creditor's claim from date of sale to date of transfer] against registration of transfer, which amounts are to be secured by approved guarantee of a deposit-taking institution to be delivered within 14 days of the sale.
  - 3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.
- 4. The full conditions of sale which will be read out by the auctioneer or the Sheriff of the Court, immediately prior to the sale, may be inspected at the offices of the Sheriff of the Magistrate's Court, Kuils River.
- C. & A. Friedlander Inc., Third Floor, Reader's Digest House, Strand Street, Cape Town, 8001. (Ref. B. Kosmas/ CLS/Z30947.)

Case 2417/94

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

In the matter between First National Bank of Southern Africa Limited, Judgment Creditor, and The Weltevreden Trust, Judgment Debtor

In pursuance of a judgment dated 29 September 1994, in the Court of the Magistrate of Simon's Town and writ of execution dated 3 October 1994, the undermentioned property will be sold in execution, at the site being 6 Boulder Road, Lakeside, on Wednesday, 5 July 1995 at 13:30, to the highest bidder:

Erf 86015, Cape Town at Muizenberg, situated in the Area of the Transitional Metropolitan Substructure of Cape Town, Cape Division, Western Cape Province, in extent 1 289 (one thousand two hundred and eighty-nine) square metres, held by Deed of Transfer T39793/1983, also known as 6 Boulder Road, Lakeside.

- 1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act, the rules made thereunder and of the title deeds of the property and the property shall, subject to the aforegoing, be sold voetstoots to the highest bidder.
- 2. The following information is furnished regarding the improvements on the property though in this respect nothing is
  - (i) Four (4) Flat Units each consisting of two (2) bedrooms, lounge, dining-room, kitchen and bathroom; plus
  - (ii) Two store-rooms, one each for Unit 1 and Unit 4.
- 3. The purchase price shall be paid as to 10% (ten per centum) thereof at the time of the sale and the full balance thereof together with interest at the current rate of 17,25% (seventeen comma two five per centum) per annum on the amount of the Judgment Creditor's claim as preferent creditor (and in the event of there being any other preferent creditor then also the interest payable upon such preferent creditor's claim) from the date of sale to the date of transfer shall be secured by a bank or building society guarantee in a form acceptable to the Plaintiff's conveyancers. The guarantee shall be delivered by the purchaser to the Messenger, or upon the Sheriff's instructions, to the Plaintiff's conveyancers within fourteen (14) days of the date of sale and shall provide for the payment of the full balance and any such interest payable as aforesaid provided that if the Plaintiff be the purchaser then no deposit or guarantee will be necessary and the Plaintiff shall pay the full purchase price plus interest to the
- 4. The full conditions of the sale which will be read out by the Sheriff immediately prior to the sale may be inspected at the office of the Sheriff for the Magistrate's Court of Simon's Town.

Dated at Muizenberg this 9th day of May 1995.

Gerhard Klopper, for G. P. J. Klopper, Attorneys for Judgment Creditor, Sawas Building, 146 Main Road, Muizenberg. (Tel. 788-1111/2.) (Ref. CK/mc/4057.)

Case 7729/94

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

In the matter between ABSA Bank Limited, Plaintiff, and R. J. Beck, Defendant

In pursuance of a judgment in the Court of the Magistrate of Kuils River, the following will be sold in execution on 23 June 1995 at 09:00, on site to the highest bidder:

Erf 10654, Kuils River, 478 (four hundred and seventy-eight) square metres, held by Deed of Transfer T70305/1993, situated at 4 Kastaling Street, Kuils River.

Three bedrooms, bathroom/w.c./sh., lounge, dining-room, kitchen and single garage.

- 1. The property shall be sold without reserve and to the highest bidder, and shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder and of the title deeds in so far as these are applicable.
- 2. A deposit of 10% (ten per centum) of the purchase price shall be paid in cash or by deposit-taking institution-guaranteed cheque at the time of the sale. The balance [plus interest at the current rate of 17,25% (seventeen comma two five per centum) per annum calculated on the Capital Judgment Creditor's claim from date of sale to date of transfer] against registration of transfer, which amounts are to be secured by approved guarantee of a deposit-taking institution to be delivered within 14 days of the sale.
  - The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.
- 4. The full conditions of sale which will be read out by the auctioneer or the Sheriff of the Court, immediately prior to the sale, may be inspected at the offices of the Sheriff of the Magistrate's Court, Kuils River.
- C. & A. Friedlander Inc., Third Floor, Reader's Digest House, Strand Street, Cape Town, 8001. (Ref. B. Kosmas/CLS/Z34188.)

Case 9393/94

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

In the matter between John Rosen, Judgment Creditor, and Katrina Cornelia Oliphant, Judgment Debtor

In execution of the judgment of the Magistrate's Court, Kuils River, in the above matter, a sale will be held on Wednesday, 21 June 1995 at 12:00, on site of the immovable property referred to below:

Erf 713, Dysselsdorp, in the Divisional Council Klein Karoo, Langkloof, measuring 693 m2 (six hundred and ninety-three square metres), held by Deed of Transfer T38539/1983, and subject to such conditions as are contained or referred to therein.

Also known as 88 Hartzenberg Avenue, Dysselsdorp, being a vacant plot. The said information is furnished in good faith but is not guaranteed.

Conditions of sale:

- 1. The sale is subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, the property being sold voetstoots and as it stands and subject to the conditions of the existing title deeds. The highest bidder shall be the purchaser, subject to the provisions of section 66 of the above Act.
- 2. One tenth  $(\frac{1}{10})$  of the purchase price shall be paid in cash or by means of a bank-marked cheque immediately after the property is declared to be sold and the balance of the purchase price together with interest at the ruling interest rate to be paid against registration of transfer, and received within fourteen (14) days after the date of sale by a bank or building society quarantee.

And subject to further conditions which will be read out at the time of the sale and which may be inspected at the offices of the

Sheriff of the Court at Cape Town.

H. C. Stubbings, for Herold Gie & Broadhead Inc., Attorneys for Judgment Creditor, 8 Darling Street, Cape Town, 8001. (Ref. HCS/gr/31118/56536.)

Case 1422/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

In the matter between ABSA Bank Limited, Plaintiff, and Koos Bosman, First Defendant, and Mrs Sandra Myrna Bosman, Second Defendant

In pursuance of a judgment in the Court of the Magistrate of Kuils River, the following will be sold in execution on 22 June 1995 at 09:00, in front of the Magistrate's Court, for the District of Kuils River, to the highest bidder:

Erf 1067, Eerste River, 286 (two hundred and eighty-six) square metres, held by Deed of Transfer T65402/1991, situated at 4 Coucal Street, Devon Park, Eerste River.

Two bedrooms, kitchen, lounge, bathroom and toilet.

- 1. The property shall be sold without reserve and to the highest bidder, and shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder and of the title deeds in so far as these are applicable.
- 2. A deposit of ten per cent (10%) of the purchase price shall be paid in cash or by deposit-taking institution guaranteed cheque at the time of the sale.

The balance [plus interest at the current rate of 17,25% (seventeen comma two five per cent) per annum calculated on the Capital Judgment Creditor's claim from date of sale to date of transfer] against registration of transfer, which amounts are to be secured by approved guarantee of a deposit-taking institution to be delivered within 14 days of the sale.

- 3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.
- 4. The full conditions of sale which will be read out by the auctioneer or the Sheriff of the Court, immediately prior to the sale, may be inspected at the offices of the Sheriff of the Magistrate's Court, Kuils River.
- & A. Friedlander Inc., Third Floor, Reader's Digest House, Strand Street, Cape Town, 8001. (Ref. B. Kosmas/CLS/Z29863.)

Case 798/94

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

In the matter between First National Bank Limited, Plaintiff/Execution Creditor, and Themba Wilfred Ntenga, First Defendant/ First Execution Debtor, and Monica Sidudla Veronica Ntenga, Second Defendant/Second Execution Debtor

In pursuance of a judgment given in the Court of the Magistrate of Wynberg, and a writ of execution, dated 29 December 1994, a sale in execution will take place on Monday, 19 June 1995 at 14:00, at Wynberg Magistrate's Court, of:

Certain: Erf 60563, Cape Town, in the Local Area of Cape Town, Cape Division, measuring 436 (four hundred and thirty-six) square metres, held by the Execution Debtor under Deed of Transfer T32995/91.

The property is a single-storey dwelling of brick walls under tiled roof, comprising approximately kitchen, lounge, three bedrooms, bathroom, toilet and garage.

The sale in execution shall be subject to the following conditions:

- 1. The sale is subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, the property being sold voetstoots and as it stands and subject to the conditions of the existing title deeds. The highest bidder shall be the purchaser, subject to the provisions of section 66 of the above Act.
- 2. Ten per cent (10%) of the purchase price shall be paid in cash or by means of a bank-guaranteed cheque immediately after the subject matter is declared to be sold. The balance of the purchase price, together with interest thereon at the current building society rate, is to be paid against registration of transfer by means of a bank or building society guarantee to be furnished within thirty (30) days after date of sale.

The sale shall also be subject to further conditions which will be read out at the time of the sale and which may be inspected at the offices of the Sheriff of the Magistrate's Court for the District of Wynberg, who shall be the auctioneer.

Dated at Cape Town this 23rd day of April 1995.

T. A. Goldschmidt, for MacCullums, Execution Creditor's attorneys, 35 Wale Street, Cape Town, 8001. (Ref. TAG/VDP/V52934.)

Case 12344/92

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

In the matter between **ABSA Bank Limited,** Plaintiff, and **R. A. Truter,** First Defendant, and **Mrs F. F. Truter,** Second Defendant In pursuance of a judgment in the Court of the Magistrate of Kuils River, the following will be sold in execution on 19 June 1995 at 09:00, in front of the Magistrate's Court, for the District of Kuils River, to the highest bidder:

Erf 2859 (portion of Erf 1), Kleinvlei, 605 (six hundred and five) square metres, held by Deed of Transfer T62227/1987, situated at 13 Columbus Street, Forest Glade, Eerste River.

Two bedrooms, kitchen, lounge, bath/w.c. and single garage with outer buildings.

- 1. The property shall be sold without reserve and to the highest bidder, and shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder and of the title deeds in so far as these are applicable.
- 2. A deposit of ten per cent (10%) of the purchase price shall be paid in cash or by deposit-taking institution guaranteed cheque at the time of the sale.

The balance [plus interest at the current rate of 17,25% (seventeen comma two five per cent) per annum calculated on the Capital Judgment Creditor's claim from date of sale to date of transfer] against registration of transfer, which amounts are to be secured by approved guarantee of a deposit-taking institution to be delivered within 14 days of the sale.

- 3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.
- 4. The full conditions of sale which will be read out by the auctioneer or the Sheriff of the Court, immediately prior to the sale, may be inspected at the offices of the Sheriff of the Magistrate's Court, Kuils River.
- C. & A. Friedlander Inc., Third Floor, Reader's Digest House, Strand Street, Cape Town, 8001. (Ref. B. Kosmas/CLS/Z17761.)

Saak 10230/94

# IN DIE LANDDROSHOF VIR DIE DISTRIK MITCHELLS PLAIN GEHOU TE MITCHELLS PLAIN

In die saak tussen Boland Bank Beperk, Eiser, en G. E. Dyasi, Verweerder

Ter uitvoering van 'n vonnis van die bogemelde Hof gedateer 4 November 1994, sal die hiernagenoemde vaste eiendom in eksekusie verkoop word op 22 Junie 1995 om 10:00, voor die Mitchells Plain Hof, aan die hoogste bieder, onderhewig aan die hiernavermelde voorwaardes en sodanige verdere voorwaardes as wat deur die Balju, by die veiling uitgelees sal word:

Erf 107, Crossroads, in die gebied van die Stadsraad van Lingelethu-Wes, en die afdeling Kaap, groot 180 (eenhonderd en tagtig) vierkante meter, gehou kragtens Transportakte TL26260/1991, ook bekend as Erf 107, Cross Roads.

Beskrywing: Woonhuis, asbesteëldak, twee slaapkamers, kombuis, badkamer, toilet, eetkamer en sitkamer.

Betaalvoorwaardes: Tien per centum (10%) van die koopprys en afslaersgelde in kontant op die veilingsdag, saldo teen oordrag wat verseker moet word deur bank- of bougenootskapwaarborg binne veertien (14) dae van die veilingsdatum by die Balju en/of Eiser se prokureurs ingelewer moet wees.

Verkoopvoorwaardes: Die volledige verkoopvoorwaardes lê ter insae by die kantoor van die Balju, Posbus 404, Mitchells Plain. Tel. 391-4370.

Gedateer te Bellville hede die 8ste dag van Mei 1995.

A. H. der Kinderen, vir Bornman & Hayward, Saambougebou, Kruskallaan 14, Bellville. (Verw. E. de Waal.)

Saak 12420/94

# IN DIE LANDDROSHOF VIR DIE DISTRIK KUILSRIVIER GEHOU TE KUILSRIVIER

In die saak tussen ABSA Bank Beperk, Eiser, en R. F. en P. Lindoor, Verweerder

Ter uitvoering van 'n vonnis van die bogemelde Hof gedateer 14 Februarie 1995, sal die hiernagenoemde vaste eiendom in eksekusie verkoop word op 20 Junie 1995 om 12:00, op die perseel te Palmsingel 28, Kleinvlei, Eersterivier, aan die hoogste uitgelees sal word:

Erf 2902, Kleinvlei, in die plaaslike gebied Blue Downs en afdeling Stellenbosch, groot 216 (tweehonderd en sestien) vierkante meter, gehou kragtens Transportakte T27267/1993, ook bekend as Palmsingel 28, Kleinvlei, Eersterivier.

Beskrywing: Drie slaapkamers, badkamer, toilet, kombuis en sitkamer.

Betaalvoorwaardes: Tien per centum (10%) van die koopprys en afslaersgelde in kontant op die veilingsdag, saldo teen oordrag wat verseker moet word deur bank- of bougenootskapwaarborg binne veertien (14) dae van die veilingsdatum by die Balju en/of Eiser se prokureurs ingelewer moet word.

Verkoopvoorwaardes: Die volledige verkoopvoorwaardes lê ter insae by die kantoor van die Balju, te adres.

Gedateer te Bellville hede die 9de dag van Mei 1995.

A. H. der Kinderen, vir Bornman & Hayward, Saambougebou, Kruskallaan 14, Beliville. (Verw. E. de Waal.)

Saak 45/95

# IN DIE LANDDROSHOF VIR DIE DISTRIK HEIDELBERG GEHOU TE HEIDELBERG

In die saak tussen S. Swanepoel, Vonnisskuldeiser, en J. W. Swanepoel, Vonnisskuldenaar

In terme van 'n vonnis in bogemelde Agbare Hof gedateer 22 Maart 1995, sal die ondergemelde onroerende eiendom per openbare veiling verkoop word op 16 Junie 1995 om 11:00, voor die Landdrosgebou, Van Riebeeckstraat, Heidelberg, Kaap-

Erf 747, Heidelberg, geleë in die gebied van die Oorgangsraad Heidelberg, afdeling Swellendam, provinsie Wes-Kaap, groot 1 428 vierkante meter, gehou kragtens Transportakte T79184/92, ook bekend as Van Riebeeckstraat 78, Heidelberg, Kaap-provinsie.

Verkoopvoorwaardes:

- 1. Die verkoping sal voetstoots geskied, onderworpe aan die bepalings van die Wet op Landdroshowe, No. 32 van 1944, soos gewysig, asook die voorwaardes van die titelakte waaronder die eiendom gehou word, asook die Verbandhouer/s se voorwaardes, indien enige.
- 2. Een-tiende van die koopprys moet by wyse van kontant of bankgewaarborgde tjek betaal word onmiddellik nadat die eiendom verkoop verklaar is, terwyl die res van die koopprys met rente daarop teen 18% (agtien persent) per jaar van datum van verkoping tot datum van registrasie van oordrag, kontant betaal moet word teen registrasie van oordrag. Die koper moet voorts binne veertien (14) dae na die verkoping die Vonnisskuldeiser voorsien van 'n bank- of bouverenigingwaarborg vir behoorlike nakoming van al sy verpligtinge onder die verkoopvoorwaardes.
- 3. Die verkoping sal voorts onderworpe wees aan verdere voorwaardes wat ten tye van die verkoping uitgelees sal word, welke verdere voorwaardes ter insae lê in die kantoor van die Balju, Heidelberg en/of P. W. Hoffman Prokureurs, Boland Bankgebou, Van Riebeeckstraat, Heidelberg, Kaapprovinsie.

Geteken te Heidelberg, Kaapprovinsie op hierdie 10de dag van Mei 1995.

C. J. Pecoraro, vir P. W. Hoffman Prokureurs, Boland Bankgebou, Van Riebeeckstraat, Posbus 123, Heidelberg, Kaapprovinsie.

Saak 32287/94

### IN DIE LANDDROSHOF VIR DIE DISTRIK PORT ELIZABETH GEHOU TE TODDKAMERS, TODDSTRAAT, PORT ELIZABETH

In die saak tussen Saambou Bank Beperk, Eiser, en Tashreek Jacobs, Eerste Verweerder, en Yasmin Jacobs, Tweede Verweerder

Ter uitvoering van 'n vonnis van die bogemelde Agbare Hof dateer 28 Oktober 1994, sal die hiernabeskrewe vaste eiendom in eksekusie verkoop word op 23 Junie 1995 om 14:15, by die Nuwe Geregshowe, Noordeinde, Port Elizabeth, aan die hoogste bieder, onderhewig aan die volgende voorwaardes en sodanige verdere voowaardes as wat deur die afslaers/Balju by die veiling uitgelees sal word:

Erf 1482, Fairview, in die munisipaliteit en afdeling Port Elizabeth, groot 702 vierkante meter, gehou kragtens Transportakte T12197/92, ook bekend as Pineweg 54, 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 sitkamer/kombuis, drie slaapkamers en badkamer.

Die eiendom kan inspekteer word in oorleg met die Balju van die Landdroshof, Port Elizabeth-Suid. Tel. 54-2734.

Betaalvoorwaardes: Tien persent (10%) van die koopprys moet onmiddellik na die veiling tesame met die afslaers- en/of Balju-kommissie betaal word. Die balans-koopprys is betaalbaar teen oordrag en moet verseker word deur 'n waarborg goedgekeur deur die Eiser se prokureur en wat aan hom binne veertien (14) dae na die verkoping verskaf moet word.

Verkoopvoorwaardes: Die volledige verkoopvoorwaardes lê ter insae by die Balju van die Landdroshof, Port Elizabeth-Suid. Tel. 54-2734.

Gedateer hierdie 16de dag van Mei 1995.

Greyvensteins Ing., St George Huis, Parkrylaan 104, Port Elizabeth. (Verw. H. le Roux/sh/Z23821.)

Case 8553/94

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

In the matter between Standard Credit Corporation, Plaintiff, and Eardley James Twigg, Defendant

In pursuance of a judgment in the Magistrate's Court for the District of Wynberg and writ of execution dated 29 September 1994, the following property will be sold in execution at 87 Prince George Drive, Muizenberg, on 12 July 1995 at 10:00, to the

Certain land situated at Muizenberg in the Simon's Town Municipality, known as Erf 148735, in extent 222 square metres, held by Deed of Transfer T86662/1993, also known as 87 Prince George Drive, Muizenberg.

- The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder and of
  the title deeds of the property and the property shall, subject to the aforegoing, be sold to the highest bidder.
- 2. The following improvements on the property are reported but nothing is guaranteed: Dwelling: Lounge, kitchen, bathroom, bedroom with toilet, basin and shower, bedroom and small bedroom.
- 3. Payment: 10% (ten per centum) of the purchase price shall be paid in cash at the time of the sale and the full balance thereof together with interest at the current rate of 27,36% (twenty-seven comma three sixth per centum) per annum calculated on the amount of the Judgment Creditor's claim (and in the event of there being any preferent creditor then also the interest amounts are to be secured by approved bank or building society guarantee to be delivered within fourteen (14) days of the date
  - 4. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.
- 5. The full conditions of sale which will be read out by the Messenger of the Court, immediately prior to the sale may be inspected at his office.
- E. D. Wille, for Silberbauers, Attorneys for the Judgment Creditor, Southern Life Building, Riebeeck Street, Cape Town. (Ref. Mrs Beswick/120631.)

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 gedateer 7 Maart 1995, sal die hiernabeskrewe vaste eiendom in eksekusie verkoop word op 23 Junie 1995 om 14:15, by die Nuwe Geregsbode, 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 munisipliteit en afdeling Port Elizabeth, groot 256 vierkante meter, gehou kragtens Transportakte T94917/93, ook bekend as Totiusrylaan 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

Die eiendom kan inspekteer word in oorleg met die Balju van die Landdroshof, Port Elizabeth-Suid (Tel. 54-2734.)

Betaalvoorwaardes: 10% (tien persent) van die koopprys moet onmiddellik na die veiling tesame met die afslaers- en/of Balju, kommissie betaal word. Die balans koopprys is betaalbaar teen oordrag en moet verseker word deur 'n waarborg goedgekeur deur die Eiser se prokureur en wat aan hom binne veertien (14) dae na die verkoping verskaf moet word.

Verkoopvoorwaardes: Die volledige verkoopvoorwaardes lê ter insae by die Balju van die Landdroshof, Port Elizabeth-Suid

Datum: 16 Mei 1995.

Greyvensteins Ingelyf, St George Huis, Parkrylaan 104, Port Elizabeth. (Verw. H. le Roux/sh/Z24707.)

Saak 1507/95

#### IN DIE LANDDROSHOF VIR DIE DISTRIK PORT ELIZABETH GEHOU TE TODDKAMERS, TODDSTRAAT, PORT ELIZABETH

## In die saak tussen Saambou Bank Beperk, Eiser, en Margaret Rose Rademeyer, Verweerder

Ter uitvoering van 'n vonnis van die bogemelde Agbare Hof gedateer 30 Januarie 1995, sal die hiernabeskrewe vaste eiendom in eksekusie verkoop word op 23 Junie 1995 om 14:15, by die Nuwe Geregsbode, Noordeinde, Port Elizabeth, aan die hoogste bieder, onderhewig aan die volgende voorwaardes en sodanige verdere voorwaardes as wat deur die afslaer/Balju by die veiling uitgelees sal word:

(a) Deel 9, soos getoon en vollediger beskryf op Deelplan SS 396/93, in die skema bekend as Porterville Mansions, ten opsigte van die gebou of geboue, gelee te Mount Road, in die munisipaliteit en afdeling Port Elizabeth van welke deel die vloeroppervlakte, volgens voormelde deelplan, 79 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 Transportakte ST8446/94.

Die volgende inligting word verstrek, maar niks word gewaarborg nie:

Die eiendom is 'n deeltiteleenheid bestaande uit sitkamer/eetkamer, kombuis, twee slaapkamers en 3/4 badkamer.

Die eiendom kan inspekteer word in oorleg met die Balju van die Landdroshof, Port Elizabeth-Suid (Tel. 54-2734.)

Betaalvoorwaardes: 10% (tien persent) van die koopprys moet onmiddellik na die veiling tesame met die afslaers- en/of Balju, kommissie betaal word. Die balans koopprys is betaalbaar teen oordrag en moet verseker word deur 'n waarborg goedgekeur deur die Eiser se prokureur en wat aan hom binne veertien (14) dae na die verkoping verskaf moet word.

Verkoopvoorwaardes: Die volledige verkoopvoorwaardes lê ter insae by die Balju van die Landdroshof, Port Elizabeth-Suid (Tel. 54-2734.)

Datum: 16 Mei 1995.

Greyvensteins Ingelyf, St George Huis, Parkrylaan 104, Port Elizabeth. (Verw. H. le Roux/sh/Z25269.)

Saak 5473/95

#### IN DIE LANDDROSHOF VIR DIE DISTRIK PORT ELIZABETH GEHOU TE TODDKAMERS, TODDSTRAAT, PORT ELIZABETH

In die saak tussen Saambou Bank Beperk, Eiser, en Gcobani Rodgers Gxumisa, Eerste Verweerder, en Mary Nomvuyo Gxumisa, Tweede Verweerder

Ter uitvoering van 'n vonnis van die bogemelde Agbare Hof gedateer 20 Maart 1995, sal die hiernabeskrewe vaste eiendom in eksekusie verkoop word op 23 Junie 1995 om 14:15, by die Nuwe Geregsbode, Noordeinde, Port Elizabeth, aan die hoogste bieder, onderhewig aan die volgende voorwaardes en sodanige verdere voorwaardes as wat deur die afslaer/Balju by die veiling uitgelees sal word:

(a) Deel 2, soos getoon en vollediger beskryf op Deelplan SS 201/1983, in die skema bekend as Phoebe Mansions, ten opsigte van die gebou of geboue, gelee te North End, in die munisipaliteit en afdeling Port Elizabeth van welke deel die vloeroppervlakte, volgens voormelde deelplan, 70 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 Transportakte ST2197/92.

Die volgende inligting word verstrek, maar niks word gewaarborg nie:

Die eiendom is 'n deeltiteleenheid bestaande uit sitkamer, kombuis, twee slaapkamers en badkamer.

Die eiendom kan inspekteer word in oorleg met die Balju van die Landdroshof, Port Elizabeth-Suid (Tel. 54-2734.)

Betaalvoorwaardes: 10% (tien persent) van die koopprys moet onmiddellik na die veiling tesame met die afslaers- en/of Balju, kommissie betaal word. Die balans koopprys is betaalbaar teen oordrag en moet verseker word deur 'n waarborg goedgekeur deur die Eiser se prokureur en wat aan hom binne veertien (14) dae na die verkoping verskaf moet word.

Verkoopvoorwaardes: Die volledige verkoopvoorwaardes lê ter insae by die Balju van die Landdroshof, Port Elizabeth-Suid (Tel. 54-2734.)

Datum: 16 Mei 1995.

Greyvensteins Ingelyf, St George Huis, Parkrylaan 104, Port Elizabeth. (Verw. H. le Roux/sh/Z25985.)

Case 4612/92

#### IN THE SUPREME COURT OF SOUTH AFRICA (Cape of Good Hope Provincial Division)

In the matter between ABSA Bank Limited, trading as United Bank, Plaintiff versus Heilie Maria Brundyn, Defendant

The following property will be sold in execution of a judgment of the above-mentioned Court at the site, 34 Tulbagh Street, Strand, Western Cape, on Friday, 23 June 1995 at 11:00, to the highest bidder, without reserve:

Erf 1169, Strand, in extent 222 (two hundred and twenty-two) square metres, held by Deed of Transfer T25527/1979, situated at 34 Tulbagh Street, Strand, Western Cape.

Zoned General Residential.

The following improvements are reported but not guaranteed:

Double storey dwelling: Entrance, dining-room, family room, kitchen, scullery, laundry, playroom, five bedrooms, shower/toilet, bathroom/toilet, en suite bathroom/shower/toilet, shower/toilet, servant's room, shower/toilet and store-room.

- 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 17,25% (seventeen comma two five per centum) per annum calculated on the Judgment Creditor's claim from the date of sale to the date of transfer] against registration of transfer, which amounts are to be secured by approved bank guarantee to be delivered within 10 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 of the Strand.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeek Street, Cape Town. (Ref. D3U0627/104504.)

Case 9531/93

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

#### ABSA Bank Limited, trading as United Bank, versus William Michael Bonn and Maria Bonn

The following property will be sold in execution in front of the Court-house for the District of Kuils River, on Tuesday, 27 June 1995 at 09:00, to the highest bidder:

Erf 2854, Blue Downs, in extent 300 square metres, held by T65717/1989, situated at 43 Lima Street, Blue Downs, Western Cape.

1. The following improvements are reported but not guaranteed:

Dwelling: Lounge, kitchen, three bedrooms and bathroom/toilet.

- 2. Payment: 10% (ten per centum) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 17,25% (seventeen comma two five per centum) per annum calculated on the Judgment Creditor's claim from the date of sale to the date of transfer] against registration of transfer, which amounts are to be secured by 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

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeek Street, Cape Town. (Ref. D3U0426/103925/gl.)

Case 7257/95

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

#### ABSA Bank Limited, trading as United Bank, versus Sharon Monica Recrosio

The following properties will be sold in execution at the site of the property, 9 Shayne Court, Cloete Street, Parow, Western Cape, on Thursday, 29 June 1995 at 09:30, to the highest bidder:

- (a) Section 9 as shown and more fully described on Sectional Plan SS174/1992 in the scheme known as Shayna Court, situated at Parow, in the Municipality of Parow, of which section the floor area according to the said sectional plan is sixty-six (66)
- (b) an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan, held by Deed of Transfer ST12560/1992;

an exclusive use area described as Parking Bay P10, measuring 11 (eleven) square metres, being as such part of the common property, comprising the land and the scheme known as Shayna Court, situated at Parow, in the Municipality of Parow, as 9 Shayna Court, Cloete Street, Parow, Western Cape.

1. The following improvements are reported but not guaranteed:

Sectional Title Unit: Entrance, lounge, kitchen, two bedrooms and bathroom/toilet.

- 2. Payment: 10% (ten per centum) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 17,25% (seventeen comma two five per centum) per annum amounts are to be secured by approved bank guarantee to be delivered within 14 days of the sale.
  - 3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.
- 4. Conditions: The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeek Street, Cape Town. (Ref. 5U130704/gl.)

Saak 1071/95

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

In die saak tussen **ABSA Bank Beperk**, voorheen United Bank Beperk, voorheen United Bouvereniging, Eiser, en **Albert Harold Pretorius**, Verweerder

Ter uitvoering van 'n uitspraak in die Landdroshof vir die distrik Strand, gedateer 10 Maart 1995 en lasbrief tot uitwinning sal die volgende eiendom in eksekusie verkoop word, Woensdag, 21 Junie 1995 om 11:00, aan die hoogste bieër op die perseel:

Sekere Erf 9360, Strand, in die munisipaliteit Strand, afdeling Stellenbosch, groot 838 (agthonderd agt-en-dertig) vierkante meter, gehou Transportakte T62052/94, ook bekend as La Mottestraat 3, Strand.

- 1. Die verkoping sal onderhewig wees aan die bepalings en voorwaardes van die Wet op Magistraathowe, die reëls gaande, aan die hoogste bieër verkoop word.
  - 2. Die volgende verbeterings aan die eiendom word gemeld maar niks word gewaarborg nie:

'n Woonhuis bestaande uit eetkamer, sitkamer, kombuis met waskamer, drie slaapkamers / hoofslaapkamer met badkamer, aparte badkamer, toilet en stort, enkel motorhuis en buite toilet.

- 3. Betaling: 10% (tien persent) van die koopprys sal in kontant betaal word ten tyde van die verkoping en die volle balans daarvan tesame met rente teen die heersende koers van 16,25% (sestien komma twee vyf persent) per jaar bereken op die bedrag van die Vonnisskuldeiser se vordering (en ingeval daar enige voorkeur skuldeiser is, dan ook die rente betaalbaar op sodanige voorkeurskuldeiser se vordering) vanaf die datum van verkoping tot datum van registrasie van oordrag, teen registrasie van oordrag, welke bedrag versekureer moet word deur 'n goedgekeurde waarborg van 'n bank of bougenootskap wat binne veertien (14) dae vanaf datum van die verkoping afgelewer moet word.
- 4. Voorwaardes: Die volledige verkoopvoorwaardes sal onmiddellik voor die verkoping voorgelees word en lê ter insae in die kantoor van die Balju.

Gedateer te Strand op hierdie 15de dag van Mei 1995.

J. L. Aucamp, vir Murray Smith & Swanepoel, Prokureurs vir Vonnisskuldeiser, Unitedgebou, Hoofweg, Strand.

Case 861/95

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

In the matter between NBS Bank Limited, formerly Natal Building Society Limited, Plaintiff, and Abdool Razak Ebrahim, Defendant

In pursuance of a judgment of the Magistrate's Court of Wynberg, and writ of execution dated 24 March 1995, the property listed hereunder, and commonly known as 17 Baatjies Avenue, Grassy Park, will be sold in execution at the premises on Wednesday, 21 June 1995 at 12:00, to the highest bidder:

Erf 7748, Grassy Park, situated at Grassy Park, in the Local Area of Grassy Park, Division of the Cape, in extent 420 square metres.

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

Single-storey residence buit of brick with tiled roof, comprising three bedrooms, lounge, kitchen, bathroom, toilet and garage.

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Magistrate's Court, Wynberg, 7 and 9 Electric Road, Wynberg. A substantial loan can be raised for an approved purchaser with prior approval.

Dated at Cape Town on this 9th day of May 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.1865.)

Case 31261/91

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

In the matter between NBS Bank Limited, formerly Natal Building Society Limited, Plaintiff, and Ismail Solomon, Defendant

In pursuance of a judgment of the Magistrate's Court of Mitchells Plain, and writ of execution dated 12 August 1991, the property listed hereunder, and commonly known as 48 Wavecrest Avenue, Strandfontein, will be sold in execution in front of the Magistrate's Court, Mitchells Plain, on Monday, 19 June 1995 at 09:00, to the highest bidder:

Erf 43038, Mitchells Plain, in the Municipality of Cape Town, Cape Division, in extent 478 square metres.

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

Single-storey residence buit of brick with tiled roof, comprising two bedrooms, lounge, kitchen, bathroom and toilet.

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Magistrate's Court, Mitchells Plain South, 6 Mulberry Mall, Strandfontein Centre, Strandfontein. A substantial loan can be raised for an approved purchaser with prior approval.

Dated at Cape Town on this 26th day of April 1995.

I. Broodryk, for Syfret Godionton-Fuller Moore Inc., 11th Floor, N.B.S. Waldorf, 80 St George's Mall, Cape Town. (Ref. S. Williams/N.749.)

Case 11749/94

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

In the matter between ABSA Bank Limited, trading as United Bank, Plaintiff, and Ivan Terence Esau and Elaine Marlene Esau, Defendants

The following property will be sold in execution, voetstoots and without reserve, to the highest bidder, at the Magistrate's Court, Kuils River, on 22 June 1995 at 09:00:

Erf 8663, Brackenfell, in the Local Area of Scottsdene, Division of Stellenbosch, in extent 263 square metres, also known as 11 Pinemews Crescent, Northpine, Brackenfell.

#### Conditions:

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1. The following information is furnished, but not guaranteed:

Dwelling with three bedrooms, bathroom, lounge and kitchen.

- 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 offices of the Sheriff.

Dated at Cape Town on this 16th day of May 1995.

Balsillie Watermeyer & Cawood, Attorneys for Execution Creditor, Ninth Floor, Wale Street Chambers, 38 Wale Street, Cape

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

In the matter between NBS Bank Limited, formerly Natal Building Society Limited (Reg. No. 87/01384/06), Plaintiff, and Jerome Solomon Fredericks, First Defendant, and Yasmin Fredericks, Second Defendant

In pursuance of a judgment of the Magistrate's Court of Mitchells Plain and writ of execution dated 22 February 1995, the property listed hereunder, and commonly known as 46 Genoa Way, Seacrest, Strandfontein, will be sold in execution in front of the Magistrate's Court, Mitchells Plain, on Thursday 22 June 1995 at 09:00, to the highest bidder:

Erf 47722, Mitchells Plain, in the Municipality of Cape Town, Cape Division, in extent 303 square metres.

The following improvements are reported to be on the property, but nothing is guaranteed: Single-storey residence built of brick with tiled roof, comprising two bedrooms, lounge, kitchen, bathroom and toilet.

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Magistrate's Court, Mitchells Plain South, 6 Mulberry Mall, Strandfontein. A substantial loan can be raised for an approved

Dated at Cape Town this 3rd day of May 1995.

I. Broodryk, for Syfret Godlonton-Fuller Moore Inc., 11th Floor, NBS Waldorf, 80 St George's Mall, Cape Town. (Ref. S. Williams/N.1858.)

Case 8169/94

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

In the matter between ABSA Bank Limited, trading as United Bank, Judgment Creditor, and Deon George Parkins, First Judgment Debtor, and Charlene Sirene Parkins, Second Judgment Debtor Second Judgment Debtor

In pursuance of a judgment granted on the 20 July 1994, in the Bellville Magistrate's Court, the following property will be sold to the highest bidder on 20 June 1995 at 14:00 at Bellville Court-house:

Description: Erf 20030, Parow in the Municipality of Parow, Administrative District of the Cape, in extent three hundred and sixty-seven (367) square metres. Postal address: 4 Elim Street, Ravensmead.

Improvements: Dwelling: Two bedrooms, kitchen, lounge, bathroom and toilet (not guaranteed), held by Deed of Transfer 8345/93.

- 1. The full and complete conditions of sale will be read immediately before the sale and will lie for inspection at the offices of the Sheriff and at the offices of the auctioneer.
- 2. Payment: Ten per centum (10%) of the purchase price on the day of the sale and the balance together with interest calculated on Plaintiff's claim at the rate of 15,25% (fifteen comma two five per centum) from the date of sale to date of registration of transfer against transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale. Dated at Parow this 15th May 1995.

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H. C. van Niekerk, for Van Niekerk Groenewoud & Van Zyl, Plaintiff's Attorneys, 101 Parow Chambers, 121 Voortrekker Road, Parow, 7500, P.O. Box 713, Parow, 7500. [Tel. (021) 92-6017.] (Ref. Z5.6792/HVN/Mrs Wolmarans.)

Case 4196/94

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

In the matter between ABSA Bank Limited, trading as United Bank, Judgment Creditor, and William Hein Reid, First Judgment Debtor, and Ann Cecilia Reid, Second Judgment Debtor

In pursuance of a judgment granted on the 22 December 1994, in the Malmesbury Magistrate's Court, the following property will be sold to the highest bidder on 27 June 1995 at 10:00 at Malmesbury Court-house:

Description: Erf 7962, Wesfleur in the Atlantis Residential Local Area, Cape Division, in extent two hundred and thirty (230) square metres. Postal address: 38 Mahem Crescent, Robinvale, Atlantis.

Improvements: Dwelling: Lounge, kitchen, three bedrooms, bathroom and toilet (not guaranteed), held by Deed of Transfer 83288/93.

- 1. The full and complete conditions of sale will be read immediately before the sale and will lie for inspection at the offices of the Sheriff and at the offices of the auctioneer.
- 2. Payment: Ten per centum (10%) of the purchase price on the day of the sale and the balance together with interest calculated on Plaintiff's claim at the rate of 16,25% (sixteen comma two five per centum) from the date of sale to date of registration of transfer against transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

Dated at Parow this 15th May 1995.

H. C. van Niekerk, for Van Niekerk Groenewoud & Van Zyl, Plaintiff's Attorneys, 101 Parow Chambers, 121 Voortrekker Road, Parow, 7500, P.O. Box 713, Parow, 7500. [Tel. (021) 92-6017.] (Ref. Z61010/HVN/Mrs Wolmarans.)

Case 1017/95

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

In the matter between The Standard Bank of S.A. Limited, Execution Creditor, and Alistair Edward Job, First Execution Debtor, and Johanna Job, Second Execution Debtor.

In terms of a judgment granted by the Magistrate's Court for the District of Mitchells Plain, dated 3 April 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 Wednesday, 21 June 1995 at 10:00:

Erf 2905, Weltevreden Valley, situated in the Local Area of Weltevreden Valley, Administrative District of the Cape, in extent two hundred and fifty (250) square metres, held by the Deed of Transfer T80397/91. Street address: 17 Queens Drive, Colorado, Mitchells Plain, Cape.

Conditions of sale

- (1) The property will be sold in execution without reserve and voetstoots to the highest bidder by public auction and subject to the provisions and conditions of the Magistrates' Courts Act, No. 32 of 1944, as amended, and the rules applicable thereto and also the servitudes and conditions attached to the property contained in the relevant title deeds.
- (2) The following information is furnished but not guaranteed: One lounge/dining-room, kitchen, bedroom and one bathroom and toilet.
- (3) The full and complete conditions of sale will be announced by the Sheriff of the Magistrate's Court or auctioneer immediately before the sale and will lie for inspection at the offices of the Sheriff for the Magistrate Court, Mitchells Plain (North).
- (4) Payment shall be effected as follows: Ten per cent (10%) of the purchase price on the day of the sale and the balance, together with interest thereon at the rate of 15,25% (fifteen comma two five per cent) from the date of sale to date of registration of transfer, against registration of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

Dated at Athlone on this 9th day of May 1995.

H. Mohamed & Associates, Attorneys for Execution Creditor, NRB House, 42 old Klipfontein Road, Athlone. (Ref. Coll/sg15/55941/95.)

Case 2271/92

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

# ABSA Bank Limited, trading as United Bank, versus John Louis Bowers and Evelyn Mary Bowers

The following property will be sold in execution in front of the Court-house for the District of Paarl, on Tuesday, 27 June 1995 at 10:00, to the highest bidder:

Erf 17618, Paarl, in extent 400 square metres, held by T44817/1989, situated at 69 Riverside Street, Riverside, Paarl East, Western Cape.

- 1. The following improvements are reported but not guaranteed: Dwelling: Lounge, kitchen, three bedrooms, bathroom/toilet
- 2. Payment: 10% (ten per centum) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of and stoep. the sale and the balance [plus 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 the date of transfer], against registration of transfer, which amounts are to be secured by approved bank guarantee to be delivered within 14 days of the sale.
  - 3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.
- 4. Conditions: The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeek Street, Cape Town. (Ref. D2U0370/118009/gl.)

Case 17928/94

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

In the matter between Fidelity Bank Limited, Plaintiff/Execution Creditor, and Alfred Guy Frith Robinson, Defendant/Execution Debtor

In execution of the judgment of the Magistrate's Court of Cape Town in the above matter, a sale will be held on Thursday, 22 June 1995 at 15:00, at 4 Emerald Way, Summer Greens, of the following immovable property:

Certain land situated at Erf 3163, Montague Gardens, in the Municipality of Milnerton, Cape Division, measuring 250 (two hundred and fifty) square metres, held by Deed of Transfer T73190/92, also known as 4 Emerald Way, Summer Greens.

The following information is furnished re the improvements, but in this regard nothing is guaranteed: Single brick dwelling under a tile roof including approximately three bedrooms, bathroom, toilet, kitchen, lounge/dining-room and garage.

Conditions of sale:

- 1. The sale is subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, the property being sold voetstoots as it stands and subject to the conditions of the existing title deeds. The highest bidder shall be the purchaser, subject to the provisions of section 66 of the above Act.
- 2. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price in cash or by way of a bank or building society guaranteed cheque on the day of the sale and the balance [with interest at the rate of 17,25% (seventeen comma two five per cent) per annum from the date of sale to the date of registration of transfer] against registration of transfer, which amounts are to be secured by a bank or building society guarantee, to be approved by the Execution Creditor's attorneys, and to be furnished to the Sheriff within fourteen (14) days from the date of sale.
- 3. The full conditions of sale will be read out immediately prior to the sale and may be inspected at the offices of the Sheriff of the Magistrate's Court, Cape Town.

Dated at Cape Town this 17th day of May 1995.

Findlay & Tait Inc., Plaintiff's Attorneys, 30 Hout Street, Cape Town. (Ref. P. E. Whelan/hb/41929.)

Case 38442/92

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

ABSA Bank Limited, trading as United Bank, versus Strinivasa Jaggiah Naidoo

The following property will be sold in execution in front of the Court-house for the District of Wynberg, on Wednesday, 28 June 1995 at 10:00, to the highest bidder:

Erf 35272, Cape Town at Athlone, in extent 567 square metres, held by T32778/1983, situated at 42 Rylands Road, Athlone, Western Cape.

- 1. The following improvements are reported but not guaranteed: Dwelling: Lounge, kitchen, three bedrooms and bathroom/ toilet.
- 2. Payment: 10% (ten per centum) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 17,25% (seventeen comma two five per cent) per annum calculated on the Judgment Creditor's claim from the date of sale to the date of transfer], against registration of transfer, which amounts are to be secured by approved bank guarantee to be delivered within 14 days of the sale.
  - 3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.
- 4. Conditions: The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeek Street, Cape Town. (Ref. D1U0081/100367/gl.)

Case 9038/94

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

## ABSA Bank Limited, trading as United Bank, versus Lodewyk Smit

The following property will be sold in execution by public auction held at 8 Kunene Street, Kraaifontein, to the highest bidder on 19 June 1995 at 10:45:

Erf 7573, Kraaifontein, in the Municipality of Kraaifontein, Division of Paarl, in extent 600 (six hundred) square metres, held by Deed of Transfer T96611/93, situated at 8 Kunene Street, Kraaifontein.

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 lounge, dining-room, kitchen, three bedrooms, bathroom/toilet and shower/toilet. Outbuilding: Detached garage.
- 3. Payment: 10% (ten per cent) 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 3rd day of May 1995.

Buchanan Boyes, Attorneys for Judgment Creditor, 13 Hout Street, Cape Town. (Tel. 23-9200.)

Case 5009/95

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

In the matter between Nedcor Bank Limited, Plaintiff, and Razia Parkar, Defendant

In the above matter a sale will be held on Wednesday, 21 June 1995 at 11:00, at the site of 88 Joubert Street, Parow Valley, being:

Erf 10991, Parow, in the Municipality of Parow, Cape Division, measuring 744 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 seventeen comma two five per centum (17,25%) 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 dwelling comprising entrance hall, four bedrooms, three bathrooms, kitchen, lounge, dining-room and 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 Bellville and at the offices of the undersigned.

Minde Schapiro & Smith, Attorneys for Plaintiff, Park Building, 49 Durban Road, Bellville. (Tel. 948-4761.) (Ref. A. Pepler/lr.)

Case 27143/93

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

In the matter between First National Bank of SA Ltd, Plaintiff, and B. M. Olden, Defendant

In terms of a judgment granted by the Magistrate's Court of Wynberg, dated 7 October 1993 and a warrant of execution dated 14 October 1993, the undermentioned property will be sold voetstoots and without reserve in execution by public auction held on site to the highest bidder, on Monday, 19 June 1995 at 10:00:

Section 8, as shown and more fully described on Sectional Plan SS(30)/92, in the scheme known as Rosmead Court, in respect of the land and building or buildings situated at Kenilworth, in the Municipality of Cape Town of which section the floor area, according to the said sectional plan, is 80 (eighty) 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 and held under Deed of Transfer ST7670/92; and

Section 32, as shown and more fully described on Sectional Plan SS(30)/92, in the scheme known as Rosmead Court in respect of the land and building or buildings situated at Kenilworth, in the Municipality of Cape Town, of which section the floor area, according to the said sectional plan, is 18 (eighteen) 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 and held under Deed of Transfer ST7671/92.

- 1. The sale is subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, as amended, the property being sold voetstoots and as it stands and subject to the conditions of the existing title deed. The highest bidder shall be the purchaser subject to the provisions of section 66 of the above Act.
- 2. The following information is furnished but not guaranteed: Flat, 80 square metres, consisting of kitchen, lounge, approxi-
- mately one bedroom, bathroom, toilet and garage. 3. One tenth of the purchase price shall be paid in cash or by means of a bank-guaranteed cheque immediately after the property is declared to be sold and the balance of the purchase price, together with interest thereon at the ruling bank rate to be paid against registration of transfer, and secured within fourteen (14) days after the date of the sale by a bank or building society guarantee.
- 4. The full and complete conditions of sale will be read out at the time of the sale and may be inspected at the offices of the Sheriff of the Court, Wynberg.

A. G. Butler, for Butler & Blanckenberg, Plaintiff's Attorneys, 21 Belmont Road, Rondebosch. (Ref. AGB/Mrs Ratcliffe.)

Case 22803/93

#### IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT ELIZABETH HELD AT TODD CHAMBERS, TODD STREET, PORT ELIZABETH

In the matter between A W Pudney & Son Investment CC, Plaintiff, and R. E. Statz, Defendant

In pursuance of a judgment in the Court of the Magistrate, Port Elizabeth, granted on 11 January 1995 and a warrant of execution dated 21 February 1995, the immovable property described hereunder will be sold in execution on 23 June 1995 at 14:15, at the front entrance to the New Law Courts, Main Street, North End, Port Elizabeth:

Description of property: The property is Erf 1267, Algoa Park, Municipality and Division of Port Elizabeth, and situated at 27 De la Fontaine Street, Young Park, Port Elizabeth, in extent 586 square metres.

Important terms: 10% (ten per cent) of the purchase price as a deposit plus VAT (if applicable), and the Sheriff's charges [5% (five per cent) on the first R20 000 and thereafter 3% (three per cent) of the balance up to a maximum charge of R6 000 with a minimum of R200], are to be paid on the date of sale. The balance of the purchase price, interest and costs to be paid against registration of transfer, to be secured by a bank or building society guarantee to be provided to the Plaintiff's attorneys or furnished to the Sheriff, within 21 (twenty-one) days of the date of sale.

The full conditions of sale may be inspected during office hours at the office of the Sheriff for the Magistrate's Court, Port Elizabeth North.

Dated at Port Elizabeth on this the 18th day of April 1995.

Brown Braude & Vlok Inc., Plaintiff's Attorneys, Hancocks House, 317 Cape Road, Newton Park, Port Elizabeth. (Ref. J. J. Vlok.)

Case 6539/94

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

# ABSA Bank Limited, trading as United Bank, versus Anna Suzanna Thomas

The following property will be sold in execution at the site of the property, 14 Forest Close, Brackenfell, Western Cape, on Wednesday, 28 June 1995 at 10:45, to the highest bidder:

Erf 9225, Brackenfell, in extent 253 square metres, held by T44844A/1992, situated at 14 Forest Close, Brackenfell, Western Cape.

- 1. The following improvements are reported but not guaranteed: Dwelling: Entrance/lounge, dining-room, kitchen, two bedrooms, en suite shower, bathroom/toilet and single garage.
- 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 17,25% (seventeen comma two five per cent) per annum calculated on the Judgment Creditor's claim from the date of sale to the date of transfer], against registration of transfer, which amounts are to be secured by approved bank guarantee to be delivered within 14 days of the sale.
  - 3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.
- 4. Conditions: The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeek Street, Cape Town. (Ref. 4U107983/gl.)

Case 231/92

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

# ABSA Bank Limited, trading as United Bank, versus Rodney Trevor Jeneker and Welda Velecia Jeneker

The following property will be sold in execution in front of the Court-house for the District of Kuils River, on Tuesday, 27 June 1995 at 09:00, to the highest bidder:

Erf 3011, Blue Downs, in extent 350 square metres, held by T25062/1990, situated at 29 Trafalgar Crescent, Blue Downs, Western Cape.

1. The following improvements are reported but not guaranteed:

Dwelling: Lounge/dining-room, kitchen, three bedrooms and bathroom/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 17,25% (seventeen comma two five per cent) per annum, calculated on the Judgment Creditor's claim from the date of sale to the date of transfer] against registration of transfer, which amounts are to be secured by approved bank guarantee to be delivered within 14 days of the sale.
  - 3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.
- 4. Conditions: The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeek Street, Cape Town. (Ref. D2U0075/130182/gl.)

Case 7701/89

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

# ABSA Bank Limited, trading as United Bank, versus Emlyn Rodger Isaacs and Levona Isaacs

The following property will be sold in execution in front of the Court-house for the District of Kuils River, on Tuesday, 27 June 1995 at 09:00, to the highest bidder:

Erf 1122, Blue Downs, in extent 330 square metres, held by T59977/1988, situated at 10 Visser Crescent, Tuscany Glen, Blue Downs, Western Cape.

1. The following improvements are reported but not guaranteed:

Dwelling: Lounge/dining-room, kitchen, three bedrooms, dressing-room, bathroom/toilet, bathroom/shower/toilet and single garage.

- 2. Payment: Ten per centum (10%) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 17,25% (seventeen comma two five per cent) per annum, calculated on the Judgment Creditor's claim from the date of sale to the date of transfer] against registration of transfer, which amounts are to be secured by approved bank guarantee to be delivered within 14 days of the sale.
  - 3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.
- 4. Conditions: The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeek Street, Cape Town. (Ref. D9U1746/120323/gl.)

Case 41527/90

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

## ABSA Bank Limited, trading as United Bank, versus Jamesthel Property Investment CC

The following property will be sold in execution at the site of the property, 18 Victoria Road, Zeekoevlei, Western Cape, on Wednesday, 28 June 1995 at 12:00, to the highest bidder:

Erf 1160, Zeekoevlei, in extent 702 square metres, held by T7781/1990, situated at 18 Victoria Road, Zeekoevlei, Western Cape.

1. The following improvements are reported but not guaranteed:

Dwelling: Lounge/dining-room, kitchen, three bedrooms, en suite shower/toilet and bathroom/toilet.

- 2. Payment: 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 17,25% (seventeen comma two five per cent) per annum, calculated on the Judgment Creditor's claim from the date of sale to the date of transfer] against registration of transfer, which amounts are to be secured by approved bank guarantee to be delivered within 14 days of the sale.
  - The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.
- 4. Conditions: The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeek Street, Cape Town. (Ref. D0U2341/127492/cs.)

Case 17739/90

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

# ABSA Bank Limited, trading as United Bank, versus John William Boonzaier and Anita Rosalind Boonzaier

The following property will be sold in execution at the site of the property, 155 Blair Road, corner of Coronation Road, Maitland, Western Cape, on Tuesday, 27 June 1995 at 10:30, to the highest bidder:

Erf 23575, Cape Town, at Maitland, in extent 714 square metres, held by T27885/1986, situated at 155 Blair Road, corner of Coronation Road, Maitland, Western Cape.

1. The following improvements are reported but not guaranteed:

Dwelling: Lounge, dining-room, kitchen, three bedrooms, bathroom/shower, toilet and servant's room.

Flatlet: Room, kitchen and bathroom/shower/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 17,25% (seventeen comma two five per cent) per annum, calculated on the Judgment Creditor's claim from the date of sale to the date of transfer] against registration of transfer, which amounts are to be secured by approved bank guarantee to be delivered within 14 days of the sale.
  - 3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.
- 4. Conditions: The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeek Street, Cape Town. (Ref. D0U1961/100169/gl.)

Case 27310/91

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

# ABSA Bank Limited, trading as United Bank, versus Mauritius Naude and Martha Elizabeth Naude

The following property will be sold in execution at the site of the property, 10 Komatie Crescent, Kraaifontein, Western Cape, on Tuesday, 27 June 1995 at 10:00, to the highest bidder:

Erf 7527, Kraaifontein, in extent 600 square metres, held by T7090/1989, situated at 10 Komatie Crescent, Kraaifontein, Western Cape.

1. The following improvements are reported but not guaranteed:

Dwelling: Lounge, dining-room, kitchen, three bedrooms, bathroom/toilet, attached single garage and swimming-pool.

- 2. Payment: Ten per centum (10%) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 17,25% (seventeen comma two five per cent) per annum, calculated on the Judgment Creditor's claim from the date of sale to the date of transfer] against registration of transfer, which amounts are to be secured by approved bank guarantee to be delivered within 14 days of the sale.
  - 3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.
- 4. Conditions: The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeek Street, Cape Town. (Ref. D1U1287/100482/gl.)

Case 4526/93

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

ABSA Bank Limited, trading as United Bank, versus Ernest James and Margaretha Georgina James

The following property will be sold in execution at the site of the property, 14 12th Street, The Strand, Western Cape, on Wednesday, 28 June 1995 at 10:00, to the highest bidder:

Erf 7135, The Strand, in extent 496 square metres, held by T26156/1986, situated at 14 12th Street, The Strand, Western Cape.

1. The following improvements are reported but not guaranteed:

Dwelling: Lounge, kitchen, three bedrooms and bathroom/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 17,25% (seventeen comma two five per cent) per annum, calculated on the Judgment Creditor's claim from the date of sale to the date of transfer] against registration of transfer, which amounts are to be secured by approved bank guarantee to be delivered within 14 days of the sale.
  - 3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.
- 4. Conditions: The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeek Street, Cape Town. (Ref. D3U0541/104038/gl.)

Saak 2422/89

#### IN DIE LANDDROSHOF VIR DIE DISTRIK SIMONSTAD GEHOU TE SIMONSTAD In die saak tussen Boland Bank Beperk, Eiser, en Martin Eric Field, Verweerder

Ter uitvoering van 'n vonnis van die bogemelde Agbare Hof gedateer 17 Oktober 1990, sal die hiernabeskrewe vaste eiendom in eksekusie verkoop word op Woensdag, 5 Julie 1995 om 10:00, op die perseel te Antiquaweg 13, Capri Village, Noordhoek, 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 15180, Vishoek, in die gebied van die Metropolitaanse Oorgangsubstruktuur van Kaapstad, afdeling Kaap, provinsie Wes-Kaap, groot 948 vierkante meter, gehou kragtens Transportakte T37071/1988.

Die volgende inligting word verstrek, maar niks word gewaarborg nie:

Die eiendom is verbeter en bestaan uit 'n woonhuis met teëldak, vier slaapkamers, kombuis, sitkamer, toilet/badkamer, ournawoonstel met een slaapkamer en toilet/badkamer.

Die eiendom kan geïnspekteer word in oorleg met die afslaer, C. J. Veldtman, Saambougebou, Voortrekkerweg 219, Parow (Tel. 92-0040), en/of die Balju, C. J. van der L. Fourie, St George'sstraat 131, Simonstad (Tel. 786-1576).

Betaalvoorwaardes: Tien persent (10%) van die koopprys van die eiendom moet onmiddellik na die veiling tesame met die afslaer- en/of Balju-kommissie betaal word. Die balans-koopprys is betaalbaar teen oordrag en moet verseker word deur 'n waarborg goedgekeur deur die Eiser se prokureur en wat aan hom binne veertien (14) dae na die verkoping verskaf moet word.

Verkoopvoorwaardes: Die volledige verkoopvoorwaardes lê ter insae by die afslaer, C. J. Veldtman, Saambougebou, Voortrekkerweg 219, Parow (Tel. 92-0040), en/of die Balju, C. J. van der L. Fourie, St George'sstraat 131, Simonstad (Tel.

Datum: 20 April 1995.

Fourie Basson & Veldtman, Saambougebou, Voortrekkerweg 219, Parow. (Verw. JF/LA/B966.)

Case 159/94

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

# ABSA Bank Limited, trading as United Bank, versus Vincent Godfrey Abrahams and Elaine Danielle Abrahams

The following property will be sold in execution to the highest bidder at a public auction to be held at the site of the property, 7 Tienvoet Street, Robertson, 6705, on Thursday, 22 June 1995 at 11:00:

Erf 1117, Robertson, in the Municipality and Division of Robertson, in extent 895 (eight hundred and ninety-five) square metres, held by Deed of Transfer T15850/89, and situated at 7 Tienvoet Street, Robertson, 6705.

Conditions of sale:

- 1. The full conditions of sale will be read out immediately prior to the sale and will be available for inspection at the offices of the Sheriff, Robertson.
- 2. The following improvements on the property are reported but nothing is guaranteed: A dwelling comprising a lounge, dining-room, kitchen, three bedrooms, laundry, bathroom/shower, shower/w.c. and double garage.

- 3. Payment: 10% (ten per cent) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the full balance thereof together with interest at the rate of 17,25% (seventeen comma two five per cent) from the date of sale to the date of transfer, against registration of transfer, which amounts are to be secured by an approved bank or building society guarantee to be delivered within 14 days of the date of sale.
  - 4. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

Dated at Cape Town on the 11th day of May 1995.

G. Visser, for Malan Laäs & Scholtz, Plaintiff's Attorney, 14th Floor, Trust Bank Centre, Adderley Street, Cape Town. [Tel. (021) 419-5880/1/2.] (Ref. GJV/SG Z24664.)

Case 7006/95

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

ABSA Bank Limited, trading as United Bank Limited versus Johannes Jacobus Sauer and Esme Annelien Sauer

The following property will be sold in execution to the highest bidder at a public auction to be held at the site of the property, Unit 17, Trossachs, Voila Road, Table View, on Thursday, 22 June 1995 at 12:30:

Section 17, Trossachs, situated in the Municipality of Milnerton, in extent 118 (one hundred and eighteen) square metres, held by Deed of Transfer ST11333/93, and situated at Unit 17, Trossachs, Voila Road, Table View.

- 1. The full conditions of sale will be read out immediately prior to the sale and will be available for inspection at the offices of the Sheriff, Cape Town.
- 2. The following improvements on the property are reported but nothing is guaranteed: A dwelling comprising a lounge, dining-room, kitchen, two bedrooms, bathroom, w.c. and single garage.
- 3. Payment: 10% (ten per cent) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the full balance thereof together with interest at the rate of 17,25% (seventeen comma two five per cent) from the date of sale to the date of transfer, against registration of transfer, which amounts are to be secured by an approved bank or building society guarantee to be delivered within 14 days of the date of sale.
  - 4. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

Dated at Cape Town on this 8th May 1995.

G. Visser, for Malan Laas & Scholtz, Plaintiff's Attorneys, 14th Floor, Trust Bank Centre, Adderley Street, Cape Town. [Tel. (021) 419-5880/1/2.] (Ref. GJV/SG Z30460.)

Case 12311/94

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

#### ABSA Bank Limited, trading as United Bank Limited versus Ronald Dennis Swerling

The following property will be sold in execution to the highest bidder at a public auction to be held at the site of the property, 38 Hofmeyer Street, Parow Valley, on Friday, 23 June 1995 at 12:30:

Erf 9983, Parow, in the Municipality of Parow, in extent 497 (four hundred and ninety-seven) square metres, held by Deed of Transfer T73944/94, and situated at 38 Hofmeyer Street, Parow Valley, 7500.

Conditions of sale:

- 1. The full conditions of sale will be read out immediately prior to the sale and will be available for inspection at the offices of the Sheriff, Bellville.
- 2. The following improvements on the property are reported but nothing is guaranteed: A dwelling comprising a lounge, kitchen, three bedrooms, bathroom, w.c., garage and swimming-pool.
- 3. Payment: 10% (ten per cent) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the full balance thereof together with interest at the rate of 26% (twenty-six per cent) from the date of sale to the date of transfer, against registration of transfer, which amounts are to be secured by an approved bank or building society guarantee to be delivered within 14 days of the date of sale.
  - 4. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

Dated at Cape Town on this 11th day of May 1995.

G. Visser, for Malan Laas & Scholtz, Plaintiff's Attorneys, 14th Floor, Trust Bank Centre, Adderley Street, Cape Town. [Tel. (021) 419-5880/1/2.] (Ref. GJV/SG Z25862.)

Case 166/95

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

In the matter between First National Bank of S.A. Limited, Execution Creditor, and Frank Donavi Pinto, Execution Debtor

In pursuance of a judgment in the Court of the Magistrate of Mitchells Plain and writ of execution dated 31 January 1995, the following property will be sold in execution on Monday, 26 June 1995 at 09:00, to the highest bidder at in front of the Court-house:

Certain Erf 5504, Mitchells Plain, in the Municipality of Cape Town, Cape Division, measuring 176 (one hundred and seventy-six) square metres, held by Deed of Transfer T50730/94, also known as 61 Nile Road, Portlands, Mitchells Plain, consisting of semi detached brick building under tiled roof, three bedrooms, toilet/bathroom, kitchen and lounge.

Conditions of sale:

- 1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act, the rules made thereunder and of the title deeds of the property and the property shall, subject to the aforegoing, be sold to the highest bidder.
- 2. Payment: 10% (ten per centum) of the purchase price shall be paid in cash at the time of the sale and the full balance thereof together with interest at the current rate of 17,25% (seventeen comma two five per cent) per annum, calculated on the amount of the Judgment Creditor's claim (and in the event of there being any preferent creditor then also the interest payable upon such preferent creditors claim) from the date of sale to the date of transfer, against registration of transfer, which amounts are to be secured by approved bank or building society guarantees to be delivered within 14 (fourteen) days of the date of sale.
- 3. Conditions: The full conditions of sale which will be read out by the Sheriff of the Magistrate's Court, immediately prior to the sale may be inspected at the office of the Sheriff of the Magistrate's Court, Mitchells Plain.

Dated at Wynberg on this 11th day of May 1995.

Buchanan Boyes, Attorney for Execution Creditor, 1 Cornwall Place, Wynberg.

Case 159/94

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

In the matter between Eskom Finance Company (Pty) Limited, Judgment Creditor, and Adam Johannes Vergotine, First Judgment Debtor, and Ledja Magdalena Vergotine, Second Judgment Debtor

In pursuance of a judgment granted on 4 October 1994, in the Ceres Magistrate's Court, the following property will be sold to the highest bidder on 30 June 1995 at 10:00, at Ceres Court-house:

Description: Erf 2922, Ceres, in the Municipality and Division of Ceres.

In extent: 456 (four hundred and fifty-six) square metres.

Postal address: 14 Buiten Street, Bella Vista, Ceres.

Improvements (not guaranteed): Dwelling: Lounge, dining-room, family room, kitchen, four bedrooms, bathroom/toilet, storeroom and dressing room, held by Deed of Transfer No. 63644/88.

- 1. The full and complete conditions of sale will be read immediately before the sale and will lie for inspection at the offices of the Sheriff and at the offices of the auctioneer.
- 2. Payment: 10% (ten per centum) of the purchase price on the day of the sale and the balance together with interest calculated on Plaintiff's claim at the rate of 15,25% (fifteen comma two five per cent) from the date of sale to date of registration of transfer against transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

Dated at Parow on this 8th day of May 1995.

H. C. van Niekerk, Van Niekerk Groenewoud & Van Zyl, Plaintiff's Attorneys, 101 Parow Chambers, 121 Voortrekker Road, P.O. Box 713, Parow, 7500. [Tel. (012) 92-6017.]

Case 22011/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN In the matter between Saambou Bank Limited, Execution Creditor, and Stephen Matthew Lakay, First Execution Debtor, and Sarah Lakay, Second Execution Debtor

The following property will be sold in execution at the premises, namely 37 Kameeldoring Street, Lentegeur, Mitchells Plain, on Monday, 19 June 1995 at 10:00, to the highest bidder:

Certain Erf 10072, Mitchells Plain, Municipality of Cape Town, Cape Division, in extent 140 (one hundred and fourty) square metres, held by Deed of Transfer T51076/1993, also known as 37 Kameeldoring Street, Lentegeur, Mitchells Plain.

- 1. The sale will be subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, as amended, and the rules made thereunder and of the title deeds of the property in so far as same are applicable.
- 2. The following improvements on the property are reported but nothing is guaranteed: Dwelling: Semi-detached brick dwelling, tile roof, two bedrooms, bathroom/toilet, kitchen and lounge.
- 3. Payment: Ten per centum (10%) of the purchase price must be paid in cash or by deposit taking institution-guaranteed cheque at the time of the sale and the balance plus interest at the current rate of 16,75% (sixteen comma seven five per centum) per annum, (calculated on the Judgment Creditor's claim from the date of sale to date of transfer) against registration of transfer, which amounts are to be secured by an approved guarantee of a deposit taking institution, to be delivered within 14 days after
- 4. Conditions: The full conditions of sale will be read out by the Sheriff immediately prior to the sale and may be inspected at the office of the Sheriff, Mitchells Plain North.

Dated at Cape Town on this 4th day of May 1995.

Van Dyk Potgieter Meyer Inc., Judgment Creditor's Attorneys, Fifth Floor, Monex House, 47 Strand Street, Cape Town. (Tel. 26-2670.) (Ref. F. C. Dorey/am/4358.51382.)

Case 2830/95

#### IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN In the matter between ABSA Bank Limited (trading as United Bank), Plaintiff, and Andrew Nicolaas Visser, and Lizette Rose Visser, Defendants

The following property will be sold in execution, voetstoots and without reserve, to the highest bidder, at the Magistrate's Court, Mitchells Plain, on 20 June 1995 at 10:00:

Erf 8944, Mitchells Plain, in the Municipality of Cape Town, Cape Division, in extent 128 square metres, also known as 10 Barkbos Street, Lentegeur, Mitchells Plain.

- 1.. The following information is furished, but not guaranteed: Brick dwelling under tiled roof with lounge, kitchen, two bedrooms and bathroom/toilet.
- 2. Payment: Ten per cent (10%) of the purchase price must be paid in cash or by deposit-taking institution guaranteed cheque at the time of the sale and the balance, together with interest thereon at the ruling bank rate calculated on the Judgment Creditor's claim from date of sale to date of transfer, against registration of transfer, which amounts are to be secured by approved guarantee of a deposit-taking institution to be delivered within 14 days of the sale.
  - 3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.
- 4. Conditions: The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Dated at Cape Town this 12th day of May 1995.

Balsillie Watermeyer & Cawood, Attorneys for Execution Creditor, Ninth Floor, Wale Street Chambers, 38 Wale Street, Cape Town.

Case 1620/94

#### IN THE SUPREME COURT OF SOUTH AFRICA

(Eastern Cape Division)

In the matter between The Standard Bank of South Africa Limited, Plaintiff, and Kalipile Enock Mapu, Defendant In execution of a judgment granted in the above Court on 29 September 1994, the following property will be sold by public auction at the Magistrate's Court, Grahamstown, on Wednesday, 21 June 1995 at 10:00:

Erf 621, Kings Flats, in the Administrative District of Albany, in extent 350 square metres, held under Certificate of Right of Leasehold TL2084/91.

The property is situated at Erf 621, Kings Flats, and is a dwelling-house, constructed of brick under asbestos roof, consisting of two bedrooms, lounge and kitchen.

#### Conditions of sale:

- 1. The property will be sold voetstoots to the highest bidder by public auction subject to any servitudes and conditions attaching to the property contained in the relevant title.
  - 2. All Municipal and Divisional Council rates shall be paid in full prior to transfer.
- 3. The purchaser shall pay a deposit of 10% (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 14 days after the date of the sale.
  - 4. The purchaser shall pay the auctioneer's charges on the day of the sale.
  - 5. The full conditions of sale may be inspected at the offices of the Sheriff and at the offices of the Attorneys for the Plaintiff.

Wheeldon Rushmere & Cole, Attorneys for Plaintiff, 119 High Street, Grahamstown. (Ref. Mr Rushmere/rmc.)

Case 3007/95

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

In the matter between NBS Bank Ltd, Plaintiff, and James Arthur Britz, First Defendant, and Veronica Regina Britz, Second Defendant

Be pleased to take notice that pursuant to a judgment in the above Honourable Court granted on 13 April 1995, the undermentioned property will be sold in execution at the premises on Wednesday, 28 June 1995 at 11:45:

Erf 9421, Brackenfell, in the transitional metropolitan sub-structure of Scottsdene, Division of Stellenbosch, Province of Western Cape, measuring 515 (five hundred and fifteen) square metres, and comprising of lounge, three bedrooms, bathroom and kitchen, and known as 19 Marato Road, Northpine.

- 1. The property will be sold to the highest bidder and shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder and to the title deed in so far as these are applicable.
- 2. Terms: The purchase price shall be paid as to 10% (ten per centum) thereof in cash on the signing of the conditions of sale, or otherwise as the auctioneer or Sheriff of the Court may arrange, and the unpaid balance together with interest thereon at the bank's ruling rate of interest from date of signature to date of registration of transfer, which amount is to be secured by an approved bank guarantee to be delivered within 14 (fourteen) days of the sale.
- 3. The conditions of sale which will be read out by the auctioneer/Sheriff of the Court immediately prior to the sale, may be inspected in his office or at the offices of Plaintiff's Attorneys as reflected hereunder.

Dated at Parow this 16th day of May 1995.

M. Shevel, for Cohen Shevel & Fourie, Plaintiff's Attorneys, 154 Voortrekker Road, Parow.

Case 15919/94

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

in the matter between The Municipality of the City of Cape Town, Judgment Creditor, and Robin Peter Schell, Judgment Debtor

The property described hereunder will be sold at 6 Scott Street, Gardens, on Tuesday, 4 July 1995 at 09:30, viz:

Certain piece of land situated at Cape Town, in the Municipality of Cape Town, Cape Division, being Erf 95745, measuring 198 (one hundred and ninety-eight) square metres, held by the Execution Debtor under Deed of Transfer T19107/1991 (dated 3 April 1991), popularly known as 6 Scott Street, Gardens.

The property consists of double storey brick building with corrugated iron roof, consisting of four bedrooms with en suite, two bedrooms without en suite, large kitchen, large dining-room, two bathrooms, small courtyard, small front garden and small front

The property will be sold to the highest bidder, voetstoots and without warranty of possession the price being payable either in cash on sale or as to 10% (ten per centum) of the price in cash on sale and the balance against transfer plus interest on any unpaid balance at the rate of 17,25% (seventeen comma two five per centum) from the date of sale, such balance to be secured by an approved guarantee for payment thereof within six (6) days of sale.

The buyer shall (a) pay: Auctioneer's charges, costs of advertising and all other costs, charges and arrear rates if any, necessary to enable transfer to be given; (b) insure the property against damage by fire; (c) be liable on cancellation in cash of default for damages including wasted costs.

The full conditions of sale will be announced at the sale and may be inspected at the offices of the Sheriff of the Magistrate's Court.

Fairbridge Arderne & Lawton, Attorneys for Plaintiff, Fourth Floor, Main Tower, Standard Bank Centre, Heerengracht, Cape Town, 8001. (Tel. 21-5120.) (Ref. Mrs Castle/M1917.)

Case 4054/94

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

ABSA Bank Limited, trading as United Bank, versus Jan Johannes Jacobus de Klerk and Magdaleen Klaasen

The following property will be sold in execution in front of the Court-house for the District of Malmesbury, on Thursday, 29 June 1995 at 10:15, to the highest bidder:

Erf 10142, Wesfleur, in extent 257 square metres, held by T17885/1994, situated at 38 Rotterdam Street, Avondale, Wesfleur, Atlantis, Western Cape.

1. The following improvements are reported but not guaranteed:

Dwelling: Lounge, kitchen, two bedrooms and bathroom/toilet.

- 2. Payment: 10% (ten per centum) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 17,25% (seventeen comma two five per centum) per annum calculated on the Judgment Creditor's claim from the date of sale to the date of transfer] against registration of transfer, which amounts are to be secured by approved bank guarantee to be delivered within 14 days of the sale.
  - 3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.
- 4. Conditions: The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeek Street, Cape Town. (Ref. 4U122148/gl.)

Saak 1115/95

# IN DIE LANDDROSHOF VIR DIE DISTRIK OUDTSHOORN GEHOU TE OUDTSHOORN

In die saak tussen Boland Bank Beperk, Eiser, en Mnr. Karel Rhode, Eerste Verweerder, en Mev. Diana Rhode, Tweede Verweerderes

Ingevolge 'n vonnis toegestaan deur die Landdroshof op 11 April 1995 en 'n lasbrief vir eksekusie uitgereik te Oudtshoorn, sal die ondergemelde eiendom in eksekusie verkoop word aan die hoogste bieër op Vrydag, 23 Junie 1995 om 09:30 (let op die tyd) op die perseel van die Verweerders, naamlik:

Erf 7203, Oudtshoorn, in die munisipaliteit en afdeling Oudtshoorn, groot 750 (sewehonderd-en-vyftig) vierkante meter gehou kragtens Transportakte T36788/89, ook bekend as Arnold de Jagerrylaan 110, Toekomsrus, Oudtshoorn.

oorwaardes van verkoping:

- 1. Die verkoping sal onderhewig wees aan die bepalings van die Wet op Landdroshowe, die reëls daaronder uitgevaardig en ook die voorwaardes van die titelakte waaronder die eiendom gehou word.
- 2. Die volgende inligting word verskaf insake verbeterings alhoewel geen waarborg in verband daarmee gegee word nie: Woonhuis bestaande uit sitkamer, eetkamer, kombuis, vier slaapkamers studeerkamer, gesinskamer, twee badkamers, aparte toilette, waskamer en twee motorhuise.
- 3. Terme: 10% (tien persent) van die koopprys op die dag van die verkoping en die afslaersgelde van 5% (vyf persent) tot en met R20 000 (twintigduisend rand) en daarna 3% (drie persent) met 'n maksimum van R6 000 (sesduisend rand) op die balans betaalbaar teen registrasie van die transport en verseker deur middel van 'n bank- of bougenootskap- of ander aanvaarbare waarborg, welke waarborg binne 14 (veertien) dae vanaf datum van die verkoping aan Eiser se prokureurs verskaf moet

4. Voorwaardes: Die volledige voorwaardes welke onmiddellik voor die verkoping deur die afslaer uitgelees sal word sal ter insae lê by die kantoor van Eiser se prokureurs.

Gedateer te Oudtshoorn hierdie 16de dag van Mei 1995.

Duvenhage Keyser & Jonck, Prokureurs vir Eiser, Unitedgebou, Hoogstraat 123, Posbus 104, Oudtshoorn.

Saak 1893/94

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

In die saak tussen Saambou Bank Beperk, Eiser, en Eugene Winston Raubenheimer, Eerste Verweerder, en mev. Raycia-Lee Jacqueline Raubenheimer, Tweede Verweerderes

Ingevolge 'n vonnis toegestaan deur die Landdroshof op 1 Julie 1994, en 'n lasbrief vir eksekusie uitgereik te Oudtshoorn, sal die ondergemelde eiendom in eksekusie verkoop word aan die hoogste bieër op Vrydag, 23 Junie 1995 om 10:30 (let op die tyd), op die perseel van die Verweerders, naamlik:

Erf 4163, Oudtshoorn, in die munisipaliteit en afdeling Oudtshoorn, groot vyfhonderd vyf-en-negentig (595) vierkante meter, gehou kragtens Transportakte T20969/91, ook bekend as Sesde Laan 24, Oudtshoorn.

Voorwaardes van verkoping:

- 1. Die verkoping sal onderhewig wees aan die bepalings van die Wet op Landdroshowe, die reëls daaronder uitgevaardig, en ook die voorwaardes van die titelakte waaronder die eiendom gehou word.
- 2. Die volgende inligting word verskaf insake verbeterings alhoewel geen waarborg in verband daarmee gegee word nie: Woonhuis bestaande uit ingangsportaal, sit-/eetkamer, studeerkamer, drie slaapkamers, een en 'n half badkamer, waskamer, kombuis, stoorkamer en motorafdak.
- 3. Terme: 10% (tien persent) van die koopprys op die dag van die verkoping en die afslaersgelde van 5% (vyf persent) tot en met R20 000 (twintigduisend rand) en daarna 3% (drie persent) met 'n maksimum van R6 000 (sesduisend rand) op die balans betaalbaar teen registrasie van die transport en verseker deur middel van 'n bank, bougenootskap of ander aanvaarbare waarborg, welke waarborg binne 14 (veertien) dae vanaf datum van die verkoping aan Eiser se prokureurs verskaf moet word.
- 4. Voorwaardes: Die volledige voorwaardes welke onmiddellik voor die verkoping deur die afslaer uitgelees sal word sal ter insae lê by die kantoor van Eiser se prokureurs.

Gedateer te Oudtshoorn hierdie 16de dag van Mei 1995.

Duvenage Keyser & Jonck, Prokureurs vir Eiser, Unitedgebou, Hoogstraat 123, Posbus 104, Oudtshoorn.

Saak 1183/94

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

In die saak tussen ABSA Bank Beperk, handeldrywende as Allied Bank, Eiser, en Jacobus Apollis, Eerste Verweerder, en mev. Maria Apollis, Tweede Verweerderes

Ingevolge 'n vonnis toegestaan deur die Landdroshof op 2 Februarie 1995, en 'n lasbrief vir eksekusie uitgereik te Oudtshoorn, sal die ondergemelde eiendom in eksekusie verkoop word aan die hoogste bieër op Vrydag, 23 Junie 1995 om 11:30 (let op die tyd), op die perseel van die Verweerders, naamlik:

Sekere eiendomsgrond geleë in die munisipaliteit en afdeling Oudtshoorn, synde Erf 4174, Oudtshoorn, in Bridgton-dorpuitbreiding 4, groot vyfhonderd vyf-en-negentig (595) vierkante meter, gehou kragtens Transportakte T17411/76, ook bekend as Sesde Laan 14, Colridge Uitsig, Oudtshoorn.

Voorwaardes van verkoping:

- 1. Die verkoping sal onderhewig wees aan die bepalings van die Wet op Landdroshowe, die reëls daaronder uitgevaardig, en ook die voorwaardes van die titelakte waaronder die eiendom gehou word.
- 2. Die volgende inligting word verskaf insake verbeterings alhoewel geen waarborg in verband daarmee gegee word nie: Woonhuis bestaande uit sitkamer, eetkamer, gesinskamer, drie slaapkamers, naaldwerkkamer, kombuis en badkamer met toilet.
- 3. Terme: 10% (tien persent) van die koopprys op die dag van die verkoping en die afslaersgelde van 5% (vyf persent) tot en met R20 000 (twintigduisend rand) en daarna 3% (drie persent) met 'n maksimum van R6 000 (sesduisend rand) op die balans betaalbaar teen registrasie van die transport en verseker deur middel van 'n bank, bougenootskap of ander aanvaarbare waarborg, welke waarborg binne 14 (veertien) dae vanaf datum van die verkoping aan Eiser se prokureurs verskaf moet word.
- 4. Voorwaardes: Die volledige voorwaardes welke onmiddellik voor die verkoping deur die afslaer uitgelees sal word sal ter insae lê by die kantoor van Eiser se prokureurs.

Gedateer te Oudtshoorn hierdie 16de dag van Mei 1995.

Duvenage Keyser & Jonck, Prokureurs vir Eiser, Unitedgebou, Hoogstraat 123, Posbus 104, Oudtshoorn.

Case 1807/95

#### IN THE SUPREME COURT OF SOUTH AFRICA

(Cape of Good Hope Provincial Division)

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Clifford Samuel Dearham**, First Defendant, and **Anne Susan Dearham**, Second Defendant

Pursuant to the judgment of the above Court granted on 7 March 1995, and a writ of execution issued thereafter, the undermentioned property will be sold in execution on Wednesday, 21 June 1995, at 10:00, at 53 Astra Avenue, Elsie's River,

Remainder Erf 8660, Goodwood, situated in the Area of the Transitional Metropolitan Substructure Elsie's River, Division of Cape, Western Cape Province, measuring 775 square metres, held by virtue of Deed of Transfer T72417/1991, known as 53 Astra Avenue, Elsie's River.

The following improvements are situated on the property, although in this respect nothing is guaranteed: A single storey brick dwelling under a galvanized roof consisting of three bedrooms, one and a half bathrooms, TV-room, lounge and kitcen.

Conditions of sale: 10% (ten per cent) and Sheriff's charges in cash or by means of bank-guaranteed cheque immediately after the property is declared sold and the balance plus interest shall be paid against transfer and secured by a 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, District of Goodwood, 29 Northumberland Street, Bellville.

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

D. J. Lloyd, for Walker Malherbe Godley & Field, Plaintiff's Attorneys, 15th Floor, Pleinpark, Plein Street, Cape Town.

Case 59424/92

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

In the matter between Garden Route Chalets (Pty) Ltd, G R C Marina Share Block Judgment Creditors, and Hassiem Salie,
Judgment Debtor

In pursuance of a judgment in the court of the Magistrate of Wynberg and writ of execution dated 9 August 1993 the following will be sold in execution on 13 June 1995 at 12:00 at the site being Erf 81900 Cape Town at Lansdowne in the Municipality of Cape Town, Cape Division, also known as 5 Yorkshire Street, Lansdowne, to the highest bidder:

Certain: Piece of freehold land being Erf 81900, Cape Town at Lansdowne in the Municipality of Cape Town, Cape Division, in the Area of Jurisdiction of the Provincial Administrative of the Cape of Good Hope, Administrative Division of the Cape. Comprising: Brick walls under asbestos roof, comprising lounge, kitchen, three bedrooms, bathroom, watercloset and garage. Measuring: 496 (four hundred and ninety-six) square metres, also known as 5 Yorkshire Street, Lansdowne.

Conditions of sale

(1) The property shall be sold without reserve and to the highest bidder, and shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder and of the title deeds insofar as these are applicable.

Certain: Piece of freehold land being Erf 81900, Cape Town at Lansdowne in the Municipality of Cape Town, Cape Division, in the Area of Jurisdiction of the Provincial Administration of the Cape of Good Hope, Administrative Division of the Cape. Comprising: Brick walls under asbestos roof, comprising lounge, kitchen, three bedrooms, bathroom, watercloset and garage.

- (3) Terms: The purchase price shall be paid as to the ten per cent (10%) thereof in cash upon signature of the conditions of the rate of 23% (twenty-three per cent) on claim (a) and 18% (eighteen per cent) interest on claim (b) to date of registration of days of the sale.
- (4) Conditions: The full conditions of sale will be read out by the auctioneer or the Sheriff of the Court, immediately prior to the sale, may be inspected at the Sheriff of the Court, Wynberg.

Dated at Cape Town this 26th day of April 1995.

S. D. Katz, for Miller Gruss Katz & Traub, Attorney for Execution Creditor, 25th Floor, Trust Bank Centre, Heerengracht, Cape Town. (Ref. SDK/sa/16330/69720.)

Case 1152/95

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

First National Bank of Southern Africa Limited, Judgment Creditor, and Dawid Klaasen, First Judgment Debtor, and Valencia

Elesia Klaasen, Second Judgment Debtor

In pursuance of a judgment of the Magistrate's Court, Mitchells Plain, dated 28 February 1995, and a writ of execution issued thereafter, the following property will be sold in execution in front of the Magistrate's Court, Mitchells Plain, on 27 June 1995 at 09:00, to the highest bidder, namely:

Erf 26670, Mitchells Plain, in the Municipality of the Cape Town, Cape Division, measuring 290 (two hundred and ninety) square metres, held by Deed of Transfer T54269/1993, commonly known as 122 Klipspringer Street, East Ridge, Mitchells Plain, and comprising the following improvements but nothing is guaranteed: Brick building, tiled roof, two bedrooms, kitchen openplan, lounge, toilet and bathroom.

Conditions of sale:

- 1. The property is sold voetstoots and ten per cent (10%) of the purchase price shall be paid in cash on the balance against
- 2. The full conditions of sale will be read out immediately prior to the sale and may be inspected at the offices of the Sheriff for the Magistrate's Court and the offices of the Plaintiff's attorneys.

Dated at Athlone on this the 16th day of May 1995.

Y. Ebrahim & Co., Plaintiff's Attorneys, 106 Athfin Centre, Church Street, Athlone. (Ref. BW/vm/F-64/94.)

Case 6013/93 PH 255

#### IN THE SUPREME COURT OF SOUTH AFRICA

(Cape of Good Hope Provincial Division)

In the matter between The Standard Bank of Southern Africa Limited, Plaintiff, and Gert Hendrik Etzebeth, First Defendant, and Sylvia Charlotte Snyman, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Cape of Good Hope Provincial Division) in the abovementioned suit, a sale without reserve will be held at 19 Kloof Street, St Duma, Kuils River, at 12:00, on Monday, 26 June 1995, of the undermentioned property of the Defendants on the conditions which will lie for inspection at the offices of the Sheriff for the Supreme Court, 29 Northumberland Avenue, Bellville:

Erf 4974, Kuils River, situated in the Municipality of Kuils River, Division of Stellenbosch, in extent 825 square metres, and situated at 19 Kloof Street, St Duma, Kuils River.

The following information is furnished re the improvements though in this respect nothing is guaranteed: A 200 square metre main dwelling consisting of an entrance hall, lounge, dining-room, family room, study, four bedrooms, watercloset, bathroom with watercloset, watercloset with shower and a 21 square metre outbuilding consisting of a garage and carport.

Terms:

- 1. 10% (ten per centum) of the purchase price in cash on the day of the sale, the balance payable against registration of transfer, to be secured by a bank or building society or other acceptable guarantee to be furnished within fourteen (14) days from the date of sale.
- 2. Auctioneer's charges, payable on the 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 17th day of May 1995.

William Inglis, Plaintiff's Attorneys, 17 Marconi Road, Montague Gardens. [Tel. (021) 52-5138.] (Ref. W. D. Inglis/ cs/S1238/3375.)

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

In pursuance of judgments of the Magistrate's Court of Port Elizabeth, in favour of United Bank, a division of ABSA Bank Limited, the following properties/rights of leasehold will be sold in execution, without reserve, to the highest bidder on 23 June 1995 at 14:15, at the front entrance of the New Law Courts, North End, Port Elizabeth:

Case: 11657/92—Ndoyisile Gilbert Ntukela, Defendant.

Judgment date: 15 May 1992.

Attachment date: 3 April 1995.

Property: Erf 1078, Motherwell, NU5 Phase 1, extent 270 square metres, held by Certificate of Right of Leasehold TL2954/89, situated at 38 Hlabati Street, Motherwell, Port Elizabeth.

Improvements (not guaranteed): A dwelling-house under asbestos consisting of lounge, kitchen, two bedrooms and bathroom/w.c./hb. Outbuildings concrete apron.

2. Case: 3784/92—Luxolo Greenleaf Ntshwanti, First Defendant, and Nontsokolo Sarah Ntshwanti, Second Defendant.

Judgment date: 10 June 1992.

Attachment date: 3 April 1995.

Property: Erf 542, Motherwell, NU5 Phase 2, extent 281 square metres, held by Certificate of Right of Leasehold TL2959/89, situated at 22 Gnuena Street, Motherwell, Port Elizabeth.

Improvements (not guaranteed): A dwelling-house under tiles consisting of lounge, kitchen, three bedrooms and bathroom/w.c.

3. Case: 6016/92-Mpakamisi Sydney Nzube, First Defendant, and Zoleka Beauty Gola, Second Defendant.

Judgment date: 3 April 1992.

Attachment date: 3 April 1995.

Property: Erf 992, Motherwell, NU5 Phase 1, extent 385 square metres, held by Certificate of Right of Leasehold TL652/90, situated at 38 Gxara Street, Motherwell, Port Elizabeth.

Improvements (not guaranteed): A dwelling-house under cement tiles consisting of lounge/dining-room, kitchen, three bedrooms and bathroom/w.c./hb.

4. Case: 5109/92 - Mthunzi Aubrey Kanti, First Defendant, and Barbra Nomonde Kanti, Second Defendant.

Judgment date: 1 April 1992. Attachment date: 3 April 1995.

Property: Erf 333, Motherwell, NU5 Phase 2, extent 315 square metres, held by Certificate of Right of Leasehold TL697/90, situated at 110 Dabadaba Street, Motherwell, Port Elizabeth.

Improvements (not guaranteed): A dwelling-house consisting of lounge/kitchen, three bedrooms and bathroom/w.c.

5. Case: 4936/92—Thembekile Alfred Koba, First Defendant, Nancy Jeanette Koba, Second Defendant, Andile Patrick Masiza, Third Defendant, and Selina Mirriam Masiza, Fourt Defendant.

Judgment date: 1 April 1992. Attachment date: 3 April 1995.

Property: Erf 612, Motherwell, NU5 Phase 2, extent 281 square metres, held by Certificate of Right of Leasehold TL2618/90, situated at 49 Gongo Street, Motherwell, Port Elizabeth.

Improvements (not guaranteed): A dwelling-house consisting of lounge/kitchen, two bedrooms and bathroom/w.c. Bonds are available to approved purchasers.

The full conditions of sale may be inspected prior to the date of sale at the offices of the Sheriff for the Magistrate's Court, Port Elizabeth North, Danellyn Building, 12 Theale Street, North End, Port Elizabeth.

Terms: 10% (ten per cent) on the date of sale, the balance, including VAT if applicable, against transfer to be secured by a guarantee approved by the 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 R200 plus Value-Added Tax], are

Dated at Port Elizabeth on this 9th day of May 1995.

I. Katz, for Burman Katz, Plaintiff's Attorneys, Park Chambers, 102 Park Drive, Port Elizabeth, 6001. (Ref. I. Katz/ms.)

Case 7536/90 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 Alfred Jacobus Ryke, Defendant

In execution of a judgment of the Supreme Court of South Africa (Cape of Good Hope Provincial Division) in the abovementioned suit, a sale without reserve will be held at Flat 71, Heron Waters, Blaauberg Road, Milnerton, Tuesday, 4 July 1995 at 12:00, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff for the Supreme Court, Mandatum House, Barrack Street, Cape Town:

- a. Section 119, as shown and more fully described on Sectional Plan SS246/1988 (157/86), in the building or buildings known as Heron Waters, situated at Milnerton, in the Municipality of Milnerton, of which the floor area, according to the said sectional plan, is 93 square metres, in extent; and
- b. an undivided share in the common property in the land and building or buildings as shown and more fully described on the said sectional plan apportioned to the said section in accordance with the participation quota of the said section, and situated at Flat 71, Heron Waters, Blaauberg Road, Milnerton.

The following information is furnished re the improvements though in this respect nothing is guaranteed: A 93 square metre main dwelling consisting of living-room/lounge, kitchen, three bedrooms and bathroom with water closet.

- 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 14 (fourteen) days from
- 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 on this 18th day of May 1995.

W. D. Inglis, for William Inglis, Plaintiff's Attorneys, 17 Marconi Road, Montague Gardens. [Tel. (021) 52-5138.] (Ref. W. D. Inglis/cs/S170/0685.)

> Case 14437/93 PH 255

#### IN THE SUPREME COURT OF SOUTH AFRICA

(Cape of Good Hope Provincial)

In the matter between The Standard Bank of South Africa Limited, Plaintiff, and Jacobus Johannes Pienaar Stofberg, First Defendant, and Johannes Chris Steyn, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Cape of Good Hope Provincial Division) in the above-mentioned suit, a sale without reserve will be held at F2 Bordeaux, Oliver Street, Sea Point, on Tuesday, 11 July 1995 at 09:30, of the undermentioned property of the Defendants on the conditions which will lie for inspection at the offices of the Sheriff for the Supreme Court, Mandatum House, Barrack Street, Cape Town:

(a) Section 180, as shown and more fully described on Sectional Plan SS193/1990, in the scheme known as Bordeaux, in respect of the land and building or buildings situated at Sea Point, in the Municipality of Cape Town, of which the floor area, according to the said sectional plan is 34 (thirty-four) 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
- (c) an exclusive use area described as uncovered Parking Bay U22, measuring 16 (sixteen) square metres, being as such part of the common property, comprising the land and the scheme known as Bordeaux, in respect of the land and building or buildings situated at Sea Point West, in the Municipality of Cape Town, as shown and more fully described on Sectional Plan SS193/1990, held under Notarial Deed of Cession SK3408/1992, and situated at F2 Bordeaux, Oliver Street, Sea Point.

The following information is furnished re the improvements though in this respect nothing is guaranteed: A 34 square metres bachelor flat consisting of a livingroom/dining-room, bedroom, kitchen, bathroom and watercloset.

- 1. 10% (ten per centum) of the purchase price in cash on the day of the sale, the balance payable against registration of transfer to be secured by a bank or building society or other acceptable guarantee to be furnished within fourteen (14) days from
- 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 19th day of May 1995.

W. D. Inglis, for William Inglis, Plaintiff's Attorneys, 17 Marconi Road, Montague Gardens. [Tel. (021) 52-5138.] (Ref. W. D. Inglis/cs/S1498/3874.)

> Case 11566/92 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 Adriaan Sarel van Dyk, Defendant

In execution of a judgment of the Supreme Court of South Africa (Cape of Good Hope Provincial Division) in the abovementioned suit, a sale without reserve will be held at 4 St Malo Avenue, Durbanville, on Wednesday, 5 July 1995 at 09:00, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff for the Supreme Court, Seventh Floor, 1 Boston Street, Bellville:

Erf 3984, Eversdale, Municipality of Durbanville, Division of Cape, in extent 991 square metres, and situated at 4 St Malo Avenue, Durbanville.

The following information is furnished re the improvements though in this respect nothing is guaranteed: A 254 square metre main dwelling consisting of an entrance hall, lounge, dining-room, family room, kitchen, laundry, four bedrooms, two bathrooms with water closets.

- 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
- 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 23rd day of May 1995.

W. D. Inglis, for William Inglis, Plaintiff's Attorneys, 17 Marconi Road, Montague Gardens. [Tel. (021) 52-5138.] (Ref. W. D. Inglis/cs/S852/2264.)

Case 8868/94

#### IN THE SUPREME COURT OF SOUTH AFRICA

(Cape of Good Hope Provincial Division)

In the matter between Standard Bank of South Africa Limited, Plaintiff, and Brian Joseph Kraft, First Defendant, and Maria Fransina Kraft, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Cape of Good Hope Provincial Division) in the abovementioned suit, a sale without reserve will be held at 23 Gull Road, Southfield, on Wednesday, 21 June 1995 at 13:00, of the undermentioned property of the Defendants on the conditions which will lie for inspection at the offices of the Sheriff for the Supreme Court, Maynard House, Maynard Road, Wynberg:

Erf 78204, Cape Town at Southfield, situated in the City of Cape Town, measuring 580 (five hundred and eighty) square metres, held by Deed of Transfer T18806/1977, also known as 23 Gull Road, Southfield (hereinafter referred to as the property).

The following information is furnished re the improvements though in this respect nothing is guaranteed: Entrance hall, lounge, dining-room, family room, study, kitchen, laundry, three bedrooms, bathroom, two water closets/showers.

There is also a garage and a swimming-pool.

Terms:

- 1. 10% (ten per centum) of the purchase price in cash or bank-guaranteed cheque 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.
- 2. Auctioneers' charges, payable on the day of the sale to be calculated as follows: 5% (five per centum) of the proceeds of the sale up to a price of R20 000 (twenty thousand rand) and thereafter 3% (three per centum) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Cape Town this 15th day of May 1995.

Findlay & Tait Inc., Plaintiff's Attorneys, 30 Hout Street, Cape Town. (Ref. G. I. Rushton/42488.)

Saak 657/94

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

In die saak tussen SW Transvaalse Landbou Koöperasie Beperk, Eiser, en C. J. Blignaut, Verweerder

Ter uitvoering van 'n vonnis van die bogemelde Agbare Hof, gedateer 14 Mei 1994, sal die hiernavermelde vaste eiendom in eksekusie verkoop word op 21 Junie 1995 om 10:00, voor die Landdroskantore, Vryburg, aan die hoogste bieder, onderhewig aan die hiernavermelde voorwaardes en sodanige verdere voorwaardes as wat deur die Balju by die veiling uitgelees sal word:

Gedeelte 2, van plaas Highlands 230, geleë in die afdeling Vryburg, groot 1894,7695 hektaar, gehou kragtens Akte van Transport T8/1963 (grondbrief).

Voorwaardes: Een tiende van die koopprys in kontant of deur middel van 'n bankgewaarborgde tjek aan die Balju, vir die rekening van die Vonnisskuldeiser, betaling waarvan op die verkoopdatum moet geskied. Die balans is betaalbaar teen oordrag en moet verseker word deur 'n bank- of bouverenigingwaarborg, deur die koper binne 14 (veertien) dae na die verkoping verskaf

Die volledige verkoopvoorwaardes lê vir inspeksie by die Balju se kantoor gedurende kantoorure.

Geteken te Vryburg op hierdie 22ste dag van Mei 1995.

Dawid & Viviers, p.a. Du Plessis & Viviers, Prokureurs vir Eiser, Markstraat 136, Posbus 2010, Vryburg, 8600.

Case 6707/94

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

In the matter between N.B.S. Bank Ltd, Plaintiff, and Mervin James Apollis, First Defendant, and Jennifer Apollis, Second Defendant

Be pleased to take notice that pursuant to a judgment in the above Honourable Court, granted on 27 July 1994, the undermentioned property will be sold in execution at the premises on Wednesday, 28 June 1995 at 12:30:

Erf 9680, Brackenfell, in the Scotts Local Area, Division Stellenbosch, measuring 243 (two hundred and forty-three) square metres, held by Deed of Transfer T62408/91, comprising of lounge, three bedrooms, bathroom, toilet, kitchen and garage, and known as 15 Tokay Street, Northpine.

Conditions of sale:

- 1. The property will be sold to the highest bidder and shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder and to the title deed in so far as these are applicable.
- 2. Terms: The purchase price shall be paid as to 10% (ten per cent) thereof in cash on the signing of the conditions of sale, or otherwise as the auctioneer or Sheriff of the Court may arrange, and the unpaid balance together with interest thereon at the bank's ruling rate of interest from date of signature to date of registration of transfer, which amount is to be secured by an approved bank guarantee to be delivered within 14 (fourteen) days of the sale.
- 3. The conditions of sale which will be read out by the auctioneer/Sheriff of the Court immediately prior to the sale, may be inspected in his office or at the offices of Plaintiff's attorneys as reflected hereunder.

Dated at Parow this 19th day of May 1995.

M. Shevel, for Cohen Shevel & Fourie, Plaintiff's Attorneys, 154 Voortrekker Road, Parow.

Case 5918/93

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

In the matter between First National Bank Limited, Plaintiff (Execution Creditor), and Faried Abrahams, Defendant (Execution Debtor)

In pursuance of a judgment given in the Court of the Magistrate of Mitchells Plain, and a writ of execution dated 27 September 1995, a sale in execution will take place on Thursday, 22 June 1995 at 10:00, at Magistrate's Court, Mitchells Plain, of:

Certain Erf 463, Weltevreden Valley, in the local area of Weltevreden Valley, Cape Division, measuring 538 (five hundred and thirty-eight) square metres, held by the Execution Debtor under Deed of Transfer T49586/1992.

The property is a single storey dwelling of brick walls under tiled roof comprising approximately three bedrooms, open plan kitchen/dining-room and bathroom/toilet.

This sale in execution shall be subject to the following conditions:

- 1. The sale is subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, the property being sold voetstoots and as it stands and subject to the conditions of the existing title deeds. The highest bidder shall be the purchaser, subject to the provisions of section 66 of the above Act.
- 2. Ten per cent (10%) of the purchase price shall be paid in cash or by means of a bank-guaranteed cheque immediately after the subject matter is declared to be sold. The balance of the purchase price, together with interest thereon at the current building society rate, is to be paid against registration of transfer by means of a bank or building society guarantee to be furnished within thirty (30) days after date of sale.

The sale shall also be subject to further conditions which will be read out at the time of the sale and which may be inspected at the offices of the Sheriff of the Magistrate's Court for the District of Mitchells Plain who shall be the auctioneer.

Dated at Cape Town this 12th day of May 1995.

McCallums, for T. A. Goldschmidt, Execution Creditor's Attorneys, 35 Wale Street, Cape Town, 8001. (Ref. TAG/ VDP/V48705.)

Saak 14659/94

#### IN DIE LANDDROSHOF VIR DIE DISTRIK DIE KAAP GEHOU TE KAAPSTAD

In die saak tussen Van der Spuy & Vennote, Eiser, en Llewellyn Leon Cornelissen, Verweerder

Geliewe kennis te neem dat die onderstaande eiendom op 21 Junie 1995 om 10:00, by die eiendom te die perseel, te koop aangebied word:

Erf 6509, Wellington, in die munisipaliteit Wellington, afdeling Paarl, en geleë te Duikerstraat 10, Wellington, Registrasieafdeling Paarl, groot 503 vierkante meter gehou kragtens Transportakte T71826/88.

'n Deposito van 10% (tien persent) van die koopsom is in kontant by die veiling betaalbaar en die res teen registrasie van transport van die eiendom. Alhoewel geen waarborge verskaf word nie, word die eiendom beskryf soos volg: Drieslaapkamerhuis, met oopplankombuis, badkamer en toilet. Die woning bestaan uit steenmure en het 'n asbesdak.

Die volledige veilingsvoorwaardes lê ter insae by die Balju van Wellington, en by Van der Spuy & Vennote, Boland Bankgebou, Laer Burgstraat 18, Kaapstad. Volledige aanwysigings van hoe om by die terrein waar die verkoping gehou word op die dag van die veiling te kom, is beskikbaar by die Balju, telefoonnommer (022) 113-1204.

Gedateer te Kaapstad op hierdie 11ste dag van Mei 1995.

Van der Spuy & Vennote, Prokureurs vir Eiser, Boland Bankgebou, Laer Burgstraat 18, Kaapstad. (Tel. 419-3622.) (Fax. 418-1329.) (Verw. mnr. Van Wyk/ms.)

Case 10425/94

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

In the matter between The Municipality of the City of Cape Town, Judgment Creditor, and Jasper Truter Swart, Judgment Debtor

The property described hereunder will be sold at 94 Koeberg Road, Brooklyn, on Tuesday, 4 July 1995 at 10:30, viz:

Certain piece of land situated at Cape Town, in the Municipality of Cape Town, Cape Division, being Erf 118252, measuring 314 (three hundred and fourteen) square metres, held by the Execution Debtor under Deed of Transfer T56757/1993, dated 3 July 1993, popularly known as 94 Koeberg Road, Brooklyn.

The property consists of brick building consisting of lounge, kitchen, two bedrooms, bathroom, seperate toilet and built on room.

The property will be sold to the highest bidder, voetstoots and without warranty of possession the price being payable either in cash on sale or as to ten per cent (10%) of the price in cash on sale and the balance against transfer plus interest on any unpaid balance at the rate of 16,25% (sixteen comma two five per cent) from the date of sale, such balance to be secured by an approved guarantee for payment thereof within six (6) days of sale.

The buyer shall (a) pay auctioneer's charges, costs of advertising and all other costs, charges and arrear rates if any, necessary to enable transfer to be given; (b) insure the property against damage by fire; (c) be liable on cancellation in case of default for damages including wasted costs.

The full conditions of sale will be announced at the sale and may be inspected at the offices of the Sheriff of the Magistrate's

Fairbridge Arderne & Lawton, Attorneys for Plaintiff, Fourth Floor, Main Tower, Standard Bank Centre, Heerengracht, Cape Town, 8001. (Tel. 21-5120.) (Ref. Mrs Castle/M1949.)

Case 9217/94

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

In the matter between Nedcor Bank Limited, Judgment Creditor, and P. M. and A. E. Goldberg, Judgment Debtors

In the execution of the judgment of the Magistrate's Court, Cape Town, in the above matter, a sale will be held on Thursday, 22 June 1995 at 14:00, at the property of the following immovable property:

Erf 18296, Cape Town, at Rugby, measuring 1 071 square metres, held by the Judgment Debtors under Deed of Transfer T80612/93, also known as 24 Glanville Road, Tygerhof, Cape, and comprising a single-storey dwelling with six bedrooms, two and a half bathrooms, kitchen, lounge, dining-room, family room, servants' quarters, a double carport and a swimming-pool.

Conditions of sale:

- 1. The sale is subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, the property being sold voetstoots and as it stands and subject to the conditions of the existing title deeds. The highest bidder shall be the purchaser, subject to the provisions of section 66 of the above Act.
- 2. One tenth  $(\frac{1}{10})$  of the purchase price shall be paid in cash or by means of a bank-marked cheque and immediately after the property is declared to be sold and the balance of the purchase price together with interest thereon at the ruling building society rate to be paid against registration of transfer, and received within fourteen (14) days after the date of sale by a bank or

And subject to further conditions which will be read out at the time of the sale and which may be inspected at the offices of the Sheriff of the Court at Cape Town and at the offices of the undermentioned auctioneers: Paramount Auctioneers, Fourth Floor, 71 Bree Street, Cape Town. (Tel. 23-6257.) (Ref. S. Penkin).

A bond will be available to an approved purchaser.

Herold Gie & Broadhead Inc., Attorneys for Judgment Creditor, 8 Darling Street, Cape Town. (Ref. L. A. Whittaker/ddt.)

Case 11593/95

#### 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 Ltd, Plaintiff, and Mkhululi George Tenana, First Defendant, and Nomvula Mirriam Tenana, Second Defendant

In pursuance of a judgment of the Magistrate's Court of Port Elizabeth, dated 20 April 1995, and the warrant of execution dated 24 April 1995, the following property will be sold in execution, by public auction, without reserve, to the highest bidder on Friday, 23 June 1995 at 14:15, at the front entrance of the New Law Courts, North End, Port Elizabeth:

All right, title and interest in the leasehold in respect of Erf 385, Motherwell, NU4, in the Administrative District of Uitenhage, in extent 250 m² (two hundred and fifty) square metres situated at 104 Bira Street, Motherwell, NU4, Port Elizabeth, and held under Certificate of Right of Leasehold 385/1 with Deed of Transfer BL3747/87.

The following improvements on the property are reported, though in this respect nothing is guaranteed: A conventional, detached, single-storey dwelling-house consisting of two bedrooms, kitchen, lounge and toilet.

The full conditions of sale may be inspected prior to the date of sale at the offices of the Sheriff for the Magistrate's Court, Port Elizabeth North.

Dated at Port Elizabeth this 22nd day of May 1995.

O. H. Ronaasen, for Spilkin & Miltz, Plaintiff's Attorneys, 15 Rink Street, Central, Port Elizabeth. (Ref. O. H. Ronaasen/B. C. Franklin/TV.)

Case 1862/94

# IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KING WILLIAM'S TOWN HELD AT KING WILLIAM'S TOWN

In the matter between Standard Bank Limited, Plaintiff and Mrs S. B. Sawula, in her capacity as representative of the Estate Late N. W. Sawula, First Defendant, and Mrs J. S. B. Sawula, Second Defendant

In pursuance of a judgment in the above Honourable Court of 1 December 1994, and a writ of execution dated 16 January 1995, the following immovable property will be sold in execution on 21 June 1995 at 10:00, at the offices of the Sheriff for the Magistrate's Court, Radue Weir Building, Eales Street, King William's Town:

The Defendant's undivided half share in Erf 4797, King William's Town, Municipality and Division of King William's Town, in extent 1 302 (one thousand three hundred and two) square metres, being 62 West Drive, King William's Town, held by Deed of

Conditions of sale:

- 1. The purchaser will pay 10% (ten per cent) of the purchase price on the date of the sale. A building society, banker or other approved guarantee for the balance plus interest is to be given to the Plaintiff's attorneys on the day of the sale and prior to the
- 2. The property is to be sold voetstoots in terms of the Magistrates' Courts Act and subject to the provisions of the title deeds
- 3. The full conditions of sale may be inspected at Plaintiff's attorneys offices and will be read out by the auctioneer at the

Dated at King William's Town on this 16th day of May 1995.

P. G. Wood, for Hutton & Cook, Plaintiff's Attorneys, The Arches, Taylor Street, King William's Town. (Mr P. Wood/Irw.)

Case 10997/95

#### 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 Ltd, Plaintiff, and Zongesile Charles Khalipha, Defendant

In pursuance of a judgment of the Magistrate's Court of Port Elizabeth, dated 20 April 1995, and the warrant of execution dated 24 April 1995, the following property will be sold in execution, by public auction, without reserve, to the highest bidder on Friday, 23 June 1995 at 14:15, at the front entrance of the New Law Courts, North End, Port Elizabeth.

All right, title and interest in the leasehold in respect of Erf 385, Kwadewesi, in the Administrative District of Port Elizabeth, in extent 279 m² (two hundred and seventy-nine) square metres situated at 39 Gwanci Street, Kwadwesi, Port Elizabeth, and held under Certificate of Right of Leasehold 385/1 with Mortgage BL3085/87.

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

A conventional, detached, single-storey dwelling-house, consisting of two bedrooms, kitchen, lounge and one bathroom.

The full conditions of sale may be inspected prior to the date of sale at the offices of The Sheriff for the Magistrate's Court, Port Elizabeth North.

Dated at Port Elizabeth this 19th day of May 1995.

Spilkin & Miltz, Plaintiff's Attorneys, 15 Rink Street, Central, Port Elizabeth. (Ref. O. H. Ronaasen/B. C. Franklin/TV.)

Case 4811/95

#### 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 Ltd, Plaintiff, and Philip Ronald Holland, Defendant

In pursuance of a judgment of the Magistrate's Court of Port Elizabeth, dated 20 February 1995, and the warrant of execution dated 23 February 1995, the following property will be sold in execution, by public auction, without reserve, to the highest bidder on Friday, 23 June 1995 at 14:15, at the front entrance of the New Law Courts, North End, Port Elizabeth:

All right, title and interest in the leasehold in respect of Erf 4793, Bethelsdorp, in the Municipality and Division of Port Elizabeth, in extent 325 m² (three hundred and twenty-five) square metres, situated at 76 Finnis Street, Chatty, Port Elizabeth, and held under Deed of Transfer T29598/89 with Mortgage 8327/92.

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

A conventional, detached, double-storey dwelling-house, consisting of five bedrooms, kitchen, lounge, dining-room and one and a half bathrooms.

The full conditions of sale may be inspected prior to the date of sale at the offices of The Sheriff for the Magistrate's Court, Port Elizabeth West.

Dated at Port Elizabeth this 19th day of May 1995.

Spilkin & Miltz, Plaintiff's Attorneys, 15 Rink Street, Central, Port Elizabeth. (Ref. O. H. Ronaasen/B. C. Franklin/TV.)

Case 12750/95

#### 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 Ltd, Plaintiff, and Virginia Alice Camealio, Defendant

In pursuance of a judgment of the Magistrate's Court of Port Elizabeth, dated 20 April 1995, and the warrant of execution dated 25 April 1995, the following property will be sold in execution, by public auction, without reserve, to the highest bidder on Friday, 23 June 1995 at 14:15, at the front entrance of the New Law Courts, North End, Port Elizabeth:

All right, title and interest in the leasehold in respect of Erf 5494, Korsten, in the Municipality and Administrative District of Port Elizabeth, in extent 202 m² (two hundred and two) square metres, situated at 14 Brown Street, Schauderville, Port Elizabeth, and held under Deed of Transfer T24374/87 with Mortgage B36766/89.

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

A single storey dwelling-house consisting of four bedrooms, kitchen, lounge, dining-room and a bathroom.

The full conditions of sale may be inspected prior to the sale at the offices of the Sheriff for the Magistrate's Court, Port Elizabeth West.

Dated at Port Elizabeth this 19th day of May 1995.

Spilkin & Miltz, Plaintiff's Attorneys, 15 Rink Street, Central, Port Elizabeth. (Ref. O. H. Ronaasen/BC Franklin/TV.)

Saak 27733/91

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

In die saak tussen Cedar Enterprises (Edms.) Beperk, Eksekusieskuldeiser, en Mnr. Phillip James Richards, Eksekusieskuldenaar

Ter uitvoering van 'n vonnis van die Landdroshof vir die distrik Bellville, gedateer 11 Augustus 1994, en 'n lasbrief wat daarna uitgereik is, sal die hiernavermelde eiendom in eksekusie verkoop word op Vrydag, 23 Junie 1995 om 12:00, op die perseel, sonder reserve en voetstoots aan die hoogste bieër:

1. Erf 1172, Sandbaai, in die plaaslike gebied Sandbaai, afdeling Hermanus, groot 714 m² (sewehonderd en veertien) vierkante meter, gehou kragtens Transportakte T57259/83.

Adres en ligging van onroerende eiendom: Ixiastraat 1172, Sandbaai.

Veilingvoorwaardes:

1. Die eiendom sal sonder reserwe en voetstoots in eksekusie verkoop word aan die hoogste bieër 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: Leë erf.
- 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 Northumberlandstraat 29, Bellville.
- 4. Betaling geskied soos volg: Tien persent (10%) van die koopprys kontant op die dag van die veiling en die balans van die koopprys tesame met rente daarop teen 'n koers van 15,5% (vyftien komma vyf persent) per jaar vanaf 31 Oktober 1994, tot datum van registrasie van transport teen oordrag van die eiendom in die koper se naam, moet betaal word aan die oordrag prokureur, 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 hierdie 18de dag van Mei 1995.

L. Malherbe, vir Balsillie Watermeyer & Cawood, Eksekusieskuldeiser se Prokureurs, Eerste Laan 8–10, Boston, Bellville. (Verw. LM/MDC/INV/N.11110.)

#### NATAL

Case 2234/94

#### IN THE SUPREME COURT OF SOUTH AFRICA

(Natal Provincial Division)

In the matter between ABSA Bank Limited, Plaintiff, and Cranwell Estates CC (CK93/25329/23), First Defendant, Herman Theodor Osterline, Second Defendant, and Theodor Walter Osterline, Third Defendant

Pursuant to an order of the Supreme Court of South Africa (Natal Provincial Division), Pietermaritzburg, and writ of execution, dated 23 September 1994, the following fixed property will be sold on Friday, 23 June 1995 at 10:00, at the office of the Sheriff of the Supreme Court, 12 Campbell Road, Howick, to the highest bidder, viz:

Property: Subdivision 86 (of 84), of the farm Stocklands and Oatlands 878, situated in the Administrative District of Natal, in extent 77,1535 (seventy-seven comma one five three five) hectares, held by Cranwell Estates CC, CK93/25329/23, under Deed of Transfer T32288/93, situated at Curry's Post Road, Howick.

Improvements: Dwelling of block and plaster under iron/thatch, consisting of lounge, family room, three bedrooms, kitchen, bathroom/toilet/shower, stoep, pantry and laundry, outbuildings consist of stables, two store-rooms and rondavel.

The aforesaid information in respect of the property is not guaranteed.

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

Conditions of sale: The aforesaid property will be sold to the highest bidder on the conditions laid down in the conditions of sale which may be persued at the offices of the Sheriff of the Supreme Court, 12 Campbell Road, Howic, or at the offices of Plaintiff's attorneys, Browne Brodie & Fourie, 219 Berg Street, Pietermaritzburg.

Dated at Pietermaritzburg this 24th day of April 1995.

Browne Brodie & Fourie, Plaintiff's Attorneys, 219 Berg Street, Pietermaritzburg, 3201. (Ref. B050/045.SAL JW db.)

Case 2818/95

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

In the matter between NBS Bank Limited, Execution Creditor, and Lalljith Seew, Execution Debtor

In pursuance of a judgment in the Magistrate's Court, Durban, and writ of execution, dated 24 February 1995, the immovable property listed hereunder will be sold in execution on 23 June 1995 at 09:00, at the front entrance of the Magistrate's Court, Moss Street, Verulam, to the highest bidder:

Description: Subdivision 1 of Lot 454, Briardale, situated in the City of Durban, Administrative District of Natal, in extent 636 (six hundred and thirty-six) square metres, held under Deed of Transfer T8588/87.

The immovable property is situated at 33 Hopdale Close, Briardale.

Zoning: Special/Residential.

Improvements: Double storey semi-detached brick under tile dwelling with water and electricity. Upstairs: Three bedrooms and bathroom. Downstairs: Lounge, kitchen and toilet. NB! Nothing is guaranteed. Municipal electricity and water supply: Local Authority.

Possession: "Vacant possession" is not guaranteed. Premises are occupied at present.

Material conditions of sale:

- 1. The sale is subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, as amended, and the rules
- 2. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price in cash, immediately on the property being knocked down to the purchaser, the balance against registration of transfer and to be secured by a bank or building society after the date of sale.

- 3. The purchaser shall be liable for the commission on the sale, which amount shall be paid to the Sheriff of the Court, immediately the property is knocked down to the purchaser.
  - 4. The purchaser to pay all costs of transfer, transfer dues, arrear rates, current rates and costs of cancellation of any bond.
- 5. The Sheriff of the Court shall not be liable or responsible for arrear rates, rates, damages, deficiency, delivery, error or description of pointing out of the boundaries, pegs or beacons.

The full conditions of sale may be inspected at the office of the Sheriff of the Magistrate's Court, Inanda Area 2, Suite 7, Foresum Centre, 314 Old Main Road, Tongaat, Tel. (03322) 92-1000, (Ref. RRS/as).

Dated at Durban this 10th day of May 1995.

Chapman Dyer Miles & Moorhead, Attorneys for Execution Creditor, 10th Floor, NBS Building, 300 Smith Street, Durban. (Ref. DS/pp/05/N6364/95/N118.)

Case 5441/95

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

In the matter between NBS Bank Limited, Execution Creditor, and Themba Richard Ndlouv, First Execution Debtor, and Thokozane Frieda Ndlouv, Second Execution Debtor

In pursuance of a judgment in the Magistrate's Court, Durban, and writ of execution, dated 9 March 1995, the immovable property listed hereunder will be sold in execution on 23 June 1995 at 10:00, at the front entrance to the Magistrate's Court Building, Moss Street, Verulam, to the highest bidder:

Description: Ownership Unit K2075, situated in the kwaMashu Township, District of Ntuzuma, in extent 818 (eight hundred and eighteen) square metres, held under Deed of Grant G008672/88. The immovable property is situated at K2075, kwaMashu.

Zoning: Special/Residential.

Improvements: Nothing is guaranteed. Municipal electricity and water supply: Local Authority.

Possession: "Vacant possession" is not guaranteed; premises are occupied at present.

Material conditions of sale:

- 1. The sale is subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, as amended, and the rules made thereunder and of the title deed in so far as same may be applicable.
- 2. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price in cash, immediately on the property being knocked down to the purchaser the balance against registration of transfer and to be secured by a bank or building society guarantee to be approved by the Judgment Creditor's attorneys and furnished to the Sheriff of the Court within 14 (fourteen) days after the date of sale.
- 3. The purchaser shall be liable for the commission on the sale, which amount shall be paid to the Sheriff of the Court immediately the property is knocked down to the purchaser.
  - 4. The purchaser to pay all costs of transfer, transfer dues, arrear rates, current rates and costs of cancellation on any bond.
- 5. The Sheriff of the Court shall not be liable or responsible for arrear rates, rates, damages, deficiency, delivery, error or description of pointing out of the boundaries, pegs or beacons.

The full conditions of sale may be inspected at the office of the Sheriff of the Magistrate's Court, Inanda Area 1, 2 Mountview Shopping Centre, corner of Inanda and Jacaranda Roads Verulam, Tel. (0322) 33-1037. (Ref. T. Rajkumar/rc.)

Dated at Durban this 8th day of May 1995.

Chapman Dyer Miles & Moorhead, Attorneys for Execution Creditor, 10th Floor, NBS Building, 300 Smith Street, Durban. (Ref. DS/pp/05/N6366/95.)

Case 30928/94

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 D & D Developments CC, **Judgment Debtor** 

In pursuance of a judgment in the above Court and writ of execution dated 18 January 1995, the immovable property listed hereunder will be sold in execution on Thursday, 15 June 1995 at 10:00, by the Sheriff for the Magistrate's Court, Howick, at the Sheriff's Office, Magistrate's Court, Howick, to the highest bidder without reserve, subject to the conditions of sale that will be read out by the auctioneer:

Remainder of Lot 634, Howick, situated in the Borough of Howick, Administrative District of Natal, in extent 1,3317 (one comma three three one seven) hectares, situated at Amber Avenue (below High School), Greendale Park, Howick, held by Judgment Debtor under Deed of Transfer T30221/88.

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, Howick, will be read immediately prior to the sale

Dated at Pietermaritzburg this 15th day of May 1995.

Venn, Nemeth & Hart Inc., Judgment Creditor's Attorneys, 281 Pietermaritz Street, Pietermaritzburg. (Ref. ABB/06N3199/94.)

Case 868/94

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

In the matter between First National Bank Ltd, Plaintiff, and Mkhumbuzeni Eric Luthuli, Defendant

In pursuance of a judgment granted on 14 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 27 June 1995 at 09:00, at the Magistrate's Court, Mtunzini:

- 1. (a) Deeds office description: Ownership Unit 54 in extent 376 (three hundred and seventy-six) square metres situate in the Township of Esikhawini-H District of the County of Zululand.
  - 1. (b) Street address: Unit 54, Esikhawini-H District.
  - 1. (c) Property description (not warranted to be correct): Private dwelling.
  - 1. (d) Zoning/Special privileges and exemptions: Special Residential Zoning, no special privileges or exemptions.
- 2. The conditions of sale may be inspected at the office of the Clerk of the Court, Magistrate's Court, Mtunzini, and at the office of the Sheriff of the Magistrate's Court, Mtunzini.
  - The sale shall be by public auction without reserve to the highest bidder.

Dated at Richards Bay this 25th day of April 1995.

Schreiber Smith, Suite 1, Richards Park Building, P.O. Box 1327, Richards Bay, 3900; C/o Schreiber Smith, Yellowood Lodge, Norman Tedder Lane, P.O. Box 175, Empangeni, 3880. (Ref. Mrs Pascau/11/F0038/94.)

Case 73318/94

#### IN THE MAGISTATE'S COURT FOR THE DISTRICT OF DURBAN HELD AT DURBAN

In the matter between NBS Bank Ltd (Reg. No. 87/01384/06), Plaintiff, and Suresh Naidoo, Defendant

In pursuance of a judgment granted on 15 March 1995 in the Court of the Magistrate, Durban, and under a writ of execution issued thereafter, the immovable property listed hereunder shall be sold in execution to the highest bidder on 23 June 1995 at 09:00, at the front entrance to the Magistrate's Court, Moss Street, Verulam:

Description: Lot 4701, Tongaat (Extension 31), situate in the Township of Tongaat and in the North Coast Regional Water Services Area, Administrative District of Natal, in extent 768 square metres.

Address: 3 Porpoise Place, Seatides, Tongaat.

Improvements: Brick under tile dwelling with water and lights consisting: Three bedrooms-carpeted, kitchen, lounge, bathroom, toilet, double garage with metal doors (manual), no fence or gate.

- 1. (a) The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.
- (b) The property shall be sold without reserve to the highest bidder.
- 2. The purchase 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 or building society guarantee.

The full conditions of sale may be inspected at the offices of the Sheriff of the Magistrate's Court, Inanda (2).

Jackson & Ameen, Plaintiff's Attorneys, Fifth Floor, Fenton House, Fenton Road, Durban. (Ref. Colls/P. Murugan/ 05N011611.)

Case 2205/94

#### IN THE SUPREME COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between ABSA Bank Ltd, Plaintiff, and Samuel Brian Steven, First Defendant, and Premalla Steven, Second Defendant

In the pursuance of a judgment granted in the Supreme Court of South Africa (Durban and Coast Local Division) dated 24 May 1994, and a writ of execution issued thereafter, the immovable property listed hereunder shall be sold in execution to the highest bidder on 30 June 1995 at 10:00, at the front entrance to the Magistrate Court, Moss Street, Verulam:

Property description: Lot 243, Northcroft, situated in the City of Durban, Administrative District of Natal, in extent two hundred and twenty-eight (228) square metres, is held by Samuel Brian Steven and Premalla Steven, married to each other in community of property, under Bond No. B4846/1993 and under Deed of Transfer T3277/1993.

Postal address: 214 Northcroft Drive, Phoenix.

Improvements: Main building: It is a duplex under tiled roof with electricity and water comprising of three bedrooms, kitchen lounge, bathroom and toilet. Building construction: Walls. Roof: Tiles (the nature, extent, conditions and existence of the improvements are not guaranteed, and are sold voetstoots).

Town-planning zoning: Residential.

Nothing is guaranteed in the above respects.

Conditions:

- 1. The sale shall be subject to the terms and conditions of the Supreme Court Act and the rules made thereunder.
- 2. (a) The purchaser (other than the Execution Creditor) shall pay a deposit of 10% of the purchase price in cash at the time of the sale as well as the Sheriff's charges, immediately after the sale, and the balance against transfer to be secured by a bank or building society guarantee to be furnished to the Sheriff of the Supreme Court within fourteen (14) days after the sale to be

- 2. (b) The purchaser shall be liable for payment of interest at the rate as set from time to time by the bondholder (ABSA Bank Ltd, c/o Trust Bank) 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 sale may be inspected at the offices of the Sheriff for the Supreme Court, Inanda Area 1, at 2 Mountview Shopping Centre, corner of Inanda and Jacaranda Road, Verulam.

Dated at Durban on this 11th day of May 1995.

Du Toit, Havemann & Krog, Ground Floor, Stafmayer House, Beach Grove, Durban. (Ref. P. Smit-08/B248/452.)

Case 4/95

#### IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KLIP RIVER HELD AT EZAKHENI

In the matter between KwaZulu Finance and Investment Corporation Limied, Plaintiff, and B. A. Mabaso, Defendant

In pursuance of a judgment granted in the above Honourable Court on 15 March 1995, and a warrant of execution, the undermentioned property will be sold in execution on Tuesday, 20 June 1995 at 15:00, in front of the Magistrate's Court, Ezakheni.

Unit E347, Ezakheni, in extent 450 square metres, situated in the Administrative District of KwaZulu, held under Deed of Grant G01721/90.

Following information is furnished regarding the improvements and in this respect nothing is guaranteed.

Improvements: Concrete block under corrugated iron, dwelling comprising three bedrooms, living-room, kitchen and outbuildings, w.c. and shower, extent 450.

Material conditions: The sale of the property shall be subject to the following conditions:

- 1. The property shall be sold by the Sheriff of Ladysmith on 20 June 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 preceding bid shall be accepted by the Sheriff.
  - 3. The property is within a black area and is accordingly reserved for ownership of the Black Group.
  - 4. The full purchase price shall be paid in cash or bank-guaranteed cheque upon conclusion of the sale.
- 5. 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.
  - 6. The full conditions of sale applicable can be inspected at the offices of the Plaintiff's attorney, or the Sheriff of Ladysmith.
  - 7. The sale shall be subject to the approval by KwaZulu Finance & Investment Corporation Limited, within 21 days.

Dated at Ladysmith on this 12th day of May 1995. Maree & Pace, Attorney for Plaintiff, 72 Queen Street, Ladysmith, 3370. (Ref. Mr Swanepoel/CKF628.)

Case 44116/92

## 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 Sidney Selby Cele, Defendant

In pursuance of a judgment granted on 10 September 1992, in the above action and under a writ of execution issued thereafter, the immovable property listed hereunder shall be sold in execution to the highest bidder on 23 June 1995 at 10:00, at the front entrance to the Magistrate's Court, Moss Street, Verulam:

Description: Unit P259, of Site 63 (a portion of Site 35) in the Township of kwaMashu P, in the District of Ntuzuma, in extent 160 square metres, represented on General Plan PB452/1988, held under Deed of Grant G7385/88.

Address: P259 kwaMashu, kwaMashu.

Improvements: Brick under tile dwelling consisting of lounge, dining-room, kitchen, three bedrooms, toilet with bathroom and water and light facilities.

- 1. (a) The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.
- (b) The property shall be sold without reserve to the highest bidder.
- 2. The purchaser shall pay a deposit of 10% (ten per centum) of the purchase price and the auctioneer's commission in cash immediately after the sale and the balance to be secured by a bank or building society guarantee.

The full conditions of sale may be inspected at the offices of the Sheriff of the Magistrate's Court, Inanda (1).

Jackson & Ameen, Plaintiff's Attorneys, Fifth Floor, Fenton House, Fenton Road, Durban. (Ref. Colls/P. Murugan/ 05N011346.)

Case 8637/94

#### 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 Nkosinathi Bhekinkosi Mthethwa, First Defendant, and Buselashi Norah Mthethwa, Second Defendant

In pursuance of a judgment granted on 3 January 1995, in the Supreme Court of South Africa (Durban and Coast Local Division) 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 Supreme Court, Umlazi, at the South Entrance of the Umlazi Magistrate's Court under the National Flag Pole on 9 June 1995 at 12:00, or so soon thereafter as possible:

Address of dwelling: AA34 Umlazi.

Description: Ownership Unit AA34, situated in the Township of Umlazi, District of Umlazi, in extent 740 (seven hundred and forty) square metres.

Improvements: A brick and block plastered dwelling-house consisting of six bedrooms, bathroom, kitchen, dining-room, lounge and asbestos roof.

Material conditions:

- Nothing in the above is guaranteed.
- 2. The sale shall be subject to the terms and conditions onf the Supreme Court Act, and the rules made thereunder.
- 3. The purchaser shall pay a deposit of ten per centum (10%) of the purchase price and the commission plus VAT due to the Sheriff of the Supreme Court (hereinafter referred to as the Sheriff) immediately after the sale or such extended period as may be agreed with the Sheriff and the balance against transfer to be secured by a bank or building society guarantee, to be approved by the Execution Creditors' attorneys, to be furnished to the Sheriff within twenty-one (21) days after the date of sale.
- 4. The purchaser shall be liable for payment of interest to the Execution Creditor at the rate of 15,25% (fifteen comma two five per centum) 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 Supreme Court, Block C, Room 4, V1030, Umlazi.

Dated at Durban this 3rd day of May 1995.

J. P. Cox, for Mooney Ford & Partners, Execution Creditors' Attorneys, Seventh Floor, Permanent Building, 343 Smith Street, Durban. (Ref. J. P. Cox/MN/F1284.)

Case 9938/93

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

In the matter between Cassim Yousouf Adam Moosa, Execution Creditor, and Harrynarayan Sukdhoe, Execution Debtor

In pursuance of a judgment in the Court of the Magistrate at Pietermaritzburg, dated 14 June 1993, the following immovable property will be sold in execution on 23 June 1995 at 11:00, at the Sheriff's Salesroom, 277 Berg Street, Pietermaritzburg, to the

Subdivision 29, of Lot 1539, Pietermaritzburg, situated in the Pietermaritzburg/Msunduzi Transitional Local Council Area, Administrative District of Natal, Province of KwaZulu/Natal, in extent of one thousand eight hundred (1 800) square metres represented and situated at 1 Eagle Road, Mountain Rise, Pietermaritzburg.

Material conditions of sale:

The purchaser shall pay ten per centum (10%) of the purchase price in cash at the time of sale and the balance shall be paid or secured by a bank or building society guarantee approved by the Execution Creditors' attorneys, to be furnished to the Sheriff of the Magistrate's Court, 277 Berg Street, Pietermaritzburg, within fourteen (14) days of the date of sale. The full conditions of sale can be inspected at the office of the Sheriff of the Magistrate's Court, 277 Berg Street, Pietermaritzburg, Natal.

Dated at Pietermaritzburg this 12th day of May 1995.

P. J. M. Seymour, for Mason Weinberg, Execution Creditor's Attorney, Third Floor, Fedlife House, 251 Church Street, Pietermaritzburg.

Case 1360/95

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

In the matter between NBS Bank Limited (Reg. No. 87/01384/06), Plaintiff, and Soobramoney Reddy, First Defendant, and Dhanavathee Reddy, Second Defendant

In pursuance of a judgment granted on 14 March 1995, in the above action and under writ of execution issued thereafter, the immovable property listed hereunder shall be sold in execution to the highest bidder on 23 June 1995 at 09:00, at the front

Description: Lot 6107, Tongaat (Extension 36), situated in the Township of Tongaat and in the Port Natal-Ebhodwe Joint Services Board Area, Administrative District of Natal, in extent 401 square metres. Address: 19 Trust Drive, Bellgate, Tongaat.

Improvements: Brick under tile dwelling with water and lights consisting of three bedrooms, toilet and bathroom, lounge, dining-room, kitchen, fully tiled house above road level and no fencing.

- 1. (1) The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the ruled made thereunder.
- (b) The property shall be sold without reserve to the highest bidder.
- 2. The purchaser shall pay a deposit of 10% (ten per 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 or building society guarantee.

The full conditions of sale may be inspected at the offices of the Sheriff of the Magistrate's Court, Inanda (2).

Jackson & Ameen, Plaintiff's Attorneys, Fifth Floor, Fenton House, Fenton Road, Durban. (Ref. Colls/P. Murugan/ 05N011584.)

Case 12589/94

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

In the matter between ABSA Bank Limited, trading as Allied Bank, No. 86/04794/06, Plaintiff, and Alan Wilson Rankin, Defendant

In pursuance of judgment granted on 22 December 1994, in the Court of the Magistrate, Verulam, and under writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution to the highest bidder on 23 June 1995 at 09:00, at the front entrance of the Magistrate's Court Building, Moss Street, Verulam:

Description: Lot 1105, La Lucia Extension 5, situated in the Borough of Umhlanga and in the Port Natal-Ebhodwe Joint Services Board Area, Administrative District of Natal, in extent 1 301 (one thousand three hundred and one) square metres.

Street address: 11 Loerie Crescent, Umhlanga.

Improvements: Brick under tile, water and lights, lounge dining-room, TV-room, kitchen, two bedrooms with b.i.c. and en suite, three bedrooms with b.i.c., outside laundry, servants' quarters with shower and toilet, double garage, swimming-pool and wall around house. (The nature, extent, conditions and existence of the improvements are not guaranteed, and are sold voetstoots.)

Town-planning scheme: Special Residential.

Special privileges: Nil.

Nothing is guaranteed in the above respect.

- 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. The purchaser shall pay in addition to the auctioneer's commission, pay a deposit of 10% (ten per cent) of the purchase price in cash on the day of the sale and the balance against transfer which shall be secured by a bank or building society guarantee in a form acceptable to Plaintiff's conveyancers, which guarantee shall be delivered by the purchaser to the Sheriff within 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.
- 3. The purchaser shall be liable for payment of interest at the rate payable to the Plaintiff at the time of the sale on the amount of the Plaintiff's claim from date of the sale [and in the event of there being any other Preferent Creditor (bondholder), then the interest payable upon such Preferent Creditor's claim], until date of transfer.
- 4. Transfer shall be effected by the attorneys of the Plaintiff and the purchaser shall pay all transfer dues, including transfer duty, current and any arrear rates and any of the necessary charges to effect transfer upon request by the said attorneys.

The full conditions 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, Tontgaat.

Dated at Durban this 10th day of May 1995.

A. J. McNabb, for Strauss Daly Inc., Plaintiff's Attorney, 11th Floor, The Marine, 22 Gardiner Street, Durban. (Ref. Z33063/JR.)

Case 12775/94

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

In the matter between ABSA Bank Limited, trading as Allied Bank, No. 86/04794/06, Plaintiff, and Clement Mkhize, First Defendant, and Zodwa Cynthia Mkhize, Second Defendant

In pursuance of judgment granted on 11 January 1995, in the Court of the Magistrate, Verulam, and under writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution to the highest bidder on 23 June 1995 at 09:00, at the front entrance of the Magistrate's Court Building, Moss Street, Verulam:

Description: Lot 615, Riverdene, situated in the City of Durban, Administrative District of Natal, Province of KwaZulu/Natal, in extent 295 (two hundred and ninety-five) square metres.

Street address: 85 Fairydene Avenue, Newlands East.

Improvements: Brick under tile dwelling with water an lights consisting of three bedrooms, kitchen, lounge toilet and bathroom. (The nature, extent, condition and existence of the improvements are not guaranteed, and are sold voetstoots.)

Town-planning zoning: Special Residential.

Special privileges: Nil.

Nothing is guaranteed in the above respect.

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. The purchaser shall pay in addition to the auctioneer's commission, pay a deposit of 10% (ten per cent) of the purchase price in cash on the day of the sale and the balance against transfer which shall be secured by a bank or building society guarantee in a form acceptable to Plaintiff's conveyancers, which guarantee shall be delivered by the purchaser to the Sheriff within 14 (fourteen) days from the date of the sale and shall provide for the payment of the full balance and any such interest
- 3. The purchaser shall be liable for payment of interest at the rate payable to the Plaintiff at the time of the sale on the amount of the Plaintiff's claim from date of the sale [and in the event of there being any other Preferent Creditor (bondholder), then the interest payable upon such Preferent Creditor's claim], until date of transfer.
- 4. Transfer shall be effected by the attorneys of the Plaintiff and the purchaser shall pay all transfer dues, including transfer duty, current and any arrear rates and any of the necessary charges to effect transfer upon request by the said attorneys.

The full conditions 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, Tontgaat.

Dated at Durban this 3rd day of May 1995.

A. J. McNabb, for Strauss Daly Inc., Plaintiff's Attorney, 11th Floor, The Marine, 22 Gardiner Street, Durban. (Ref. Z33415/JR/cc.)

Case 17656/93

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

in the matter between NBS Bank Limited (No. 87/01384/06), Judgment Creditor, and Truth Zasembo Ndaba, Judgment Debtor

In pursuance of a judgment in the Magistrate's Court at Durban, 22 April 1993, and a writ of execution issued thereafter, the property listed hereunder will be sold in execution on 29 June 1995 at 10:00, at the front entrance of the Magistrate's Court, Somtseu Road entrance, Durban, to the highest bidder:

Lot 1688, Isipingo Extension 11, situated in the Borough of Isipingo, and in the Port Natal Ebhodwe Joint Services Board Area, Administrative District of Natal, in extent 930 (nine hundred and thirty) square metres.

Postal address: 50 Jadwat Place, Isipingo Hills, Durban.

The following improvements are reported to be on the property, but nothing is guaranteed: Single-storey house under tiled roof, kitchen fitted cupboard—tiled floor, dining-room floor—tiled, bathroom shower bath and two basins—tiled, toilet—tiled, three bedrooms, bedroom with en suite bath basin toilet-tiled, lounge-carpeted, ironing room, single garage-outside building. Outbuildings: Kitchen, bathroom, lounge and bedroom.

Vacant possession is not guaranteed.

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff, 101 Lejaton, 40 St George's Street, Durban. A substantial bank loan can be raised for an approved purchaser with prior approval. Dated at Durban on this the 17th day of May 1995.

I. A. McAlery, for John Hudson & Co., Execution Creditor's Attorneys, 1803 Eagle Building, 359 West Street, Durban.

Case 247/90

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

In the matter between KwaZulu Finance & Investment Corporation Limited, Plaintiff, and Silas Mvuseni Khumalo, Defendant

In pursuance of judgment granted on 22 June 1990, in the Umlazi Magistrate's Court, and under a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 21 June 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 B991, in extent 393,8 (three hundred and ninety-three comma eight) square metres, situated in the Township of Umlazi, represented and described on General Plan BA11/1964, held by virtue of Deed of Grant G2029. Physical address: B991 Umlazi.

Improvements: A single storey brick/plaster and asbestos dwelling 54 (fifty-four) square metres, comprising kitchen, lounge, two bedrooms, bathroom and w.c. Municipal electricity, water supply and sanitation: Local Authority. Improvements: Fencing

Nothing is guaranteed in respect of such improvements on the property.

- 1. The sale shall be subject to the terms and conditions of the Magistrates' Court 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 information from the said financial institution to the effect that the purchaser qualifies for a loan, which shall not be less than the

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 5th day of May 1995.

Strauss Daly Inc., Plaintiff's Attorneys, 11th Floor, The Marine, 22 Gardiner Street, Durban. (Ref. Z05577/26.)

Case 9135/94

#### IN THE SUPREME COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between KwaZulu Finance & Investment Corporation Limited, Plaintiff, and Jabulani Ambrose Mkhize, Defendant

In pursuance of a judgment of the above Honourable Court dated 30 January 1995, a sale in execution will be held on 23 June 1995 at 10:00, at the main east entrance to the Magistrate's Court, Umbumbulu, to the highest bidder without reserve:

Description: A certain piece of land, being Ownership Unit A2817, in extent 572 (five hundred and seventy-two) square metres, situated in the Township of KwaMakhutha, represented and described on General Plan PB93/1989, held by virtue of Deed of Grant G004955/89. Physical address: Ownership Unit A2817, KwaMakhutha.

The property has been improved by the erection of a dwelling-house thereon, consisting of a single storey brick/plaster and asbestos dwelling 40 (fourty) square metres comprising kitchen, lounge, two bedrooms, bathroom and w.c., municipal electricity, water supply and sanitation: Local Authority: Improvements: Garage 11 (eleven) square metres.

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 Umbumbulu.

Dated at Durban on this the 5th day of May 1995.

Strauss Daly Inc., Plaintiff's Attorneys, 11th Floor, The Marine, 22 Gardiner Street, Durban. (Ref. Z33889/26.)

Case 302/95

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

In the matter between First National Bank of Southern Africa Limited, Plaintiff, and Ramsamy Subramoney, trading as San Diego Restaurant, Defendant

In pursuance of a judgment of the Magistrate's Court, Durban, dated 2 February 1995, and a warrant of execution issued thereafter, the immovable property which is described hereunder will be sold in execution, by the Sheriff of Magistrate's Court, Pinetown, on 23 June 1995 at 10:00, at the front entrance of the Magistrate's Court, 22 Chancery Lane, Pinetown, voetstoots to the highest bidder:

Property description: Lot 4863 (Extension 51), situated in the Borough of Pinetown, and in the Port Natal-Ebhodwe Joint Services Board Area, Administrative District of Natal, in extent 1 993 (one thousand nine hundred and ninety-three) square metres.

Physical address of property: 15 Hansa Place, Pinetown.

Zoning of property: Special Residential.

Improvements of property: Vacant land (but nothing is guaranteed in respect hereof).

- 1. The sale shall be subject to the terms and conditions of the Magistrates' Court Act and the rules made thereunder.
- 2. The purchaser shall pay a deposit of 10% (ten per centum) of the purchase price in cash together with auctioneer's commission, in cash immediately after the sale. The balance of the purchase price is payable against transfer to be secured by a bank or building society guarantee approved by the Execution Creditor's attorneys and to be furnished to the Sheriff, Pinetown, within 14 (fourteen) days after the date of the sale.
  - 3. Payment of Value-Added Tax which may be applicable in terms of Act No. 89 of 1991, shall be borne by the purchaser.
- 4. The purchaser shall be liable for the payment of interest to the Execution Creditor and to the bondholder/s (if any) from date of sale to date of registration of transfer, as set out in the conditions of sale.
- 5. Transfer will be effected by the attorneys for the Execution Creditor and the purchaser shall pay all the transfer costs including arrear and current rates, sewerage connection costs (if any), taxes, levies and other charges necessary to effect transfer on request by the said attorneys.
- 6. The full conditions of sale may be inspected at the offices of the Sheriff for the Magistrate's Court, Pinetown, 62 Caversham Road, Pinetown.

Dated at Durban on this the 12th day of May 1995.

Woodhead Bigby & Irving, Plaintiff's Attorneys, 650 Mansion House, 12 Field Street, Durban. (Tel. 304-4706.) (Ref. CSS/SN/15F1953.A4.)

Case 3232/94

#### IN THE SUPREME COURT OF SOUTH AFRICA

(Natal Provincial Division)

In the matter between Nedcor Bank Limited, Plaintiff, and The Executor of the Estate Late Nyoni Ntuli, First Defendant, and Lindiwe Gladys Ntuli, Second Defendant

Take notice that pursuant to a judgment of the above Honourable Court dated 8 February 1995, and writ of attachment of immovable property, the undermentioned immovable property will be sold in execution by the Sheriff of the Supreme Court for the District of Pietermaritzburg, on 23 June 1995 at 09:30, at the Sheriff's Offices, 5 Courtyard, Derek Hall, 172 Loop Street, Pietermaritzburg, to the highest bidder:

Site 427 (Unit J) in the Township of Edendale, District Edendale in extent (375) three hundred and seventy-five square

The property is situated at 427 Unit J, Edendale, Pietermaritzburg, KwaZulu/Natal and is improved by a dwelling-house constructed of concrete under concrete tile roof, consisting of two bedrooms, bathroom, kitchen and lounge.

Material conditions of sale:

- 1. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price in cash on the day of sale.
- 2. The balance of the purchase price plus interest thereon at the rate of 15,25% (fifteen comma two five per cent) per annum with effect from the date of sale to date of payment thereof shall be payable on the date of registration of transfer and shall be guaranteed by a bank or building society guarantee to be furnished to the Plaintiff's Conveyancers within 30 days of the date of the sale which guarantees shall provide that payment be made of the balance of the purchase price plus interest thereon against

The full conditions of sale may be inspected at the offices of the Sheriff, 5 Courtyard, Derek Hall, 172 Loop Street, Pietermaritzburg, Natal.

Dated at Pietermaritzburg this 8th day of May 1995.

Tatham, Wilkes & Company, Plaintiff's Attorneys, Fourth Floor, Fedlife House, 251 Church Street, Pietermaritzburg. (Ref. H. M. Drummond/G450.)

Case 25284/94

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

In the matter between NBS Bank Limited, Plaintiff, and Wendy J. Fynn, Defendant

In pursuance of a judgment of the above Honourable Court, dated 2 December 1994, following property will be sold in execution on Friday, 23 June 1995 at 11:00, in the Sheriff's Salesroom, 277 Berg Street, Pietermaritzburg, Natal, to the highest

Subdivision 366 (181) of the Farm Bishopstowe 2587, situated in the City of Pietermaritzburg, Administrative District of Natal, in extent three hundred and eighty seven (387) square metres.

The following information is furnished regarding the property (but is not guaranteed): The property is physically situated at 98 Les Wyk Drive, Glenwood, Pietermaritzburg.

The property consists of a single-storey detached cottage consisting of lounge, dining-room, kitchen, two bedrooms and bathroom.

Important terms and conditions:

- (a) The purchaser shall pay 10% (ten per cent) of the purchase price at the time of the sale the balance shall be paid or secured by a bank or building society guarantee approved by the Execution Creditors attorneys, to be furnished to the Sheriff of the Magistrate's Court, Pietermaritzburg, within 14 days of the date of the sale.
- (b) The full conditions of sale can be inspected at the office of the Sheriff of the Magistrate's Court, 277 Berg Street, Pietermaritzburg, and interested parties are asked to contact the Execution Creditor who may be prepared to grant loan facilities

Dated at Pietermaritzburg on this 18th day of May 1995.

Ganie & Company, Plaintiff's Attorney, 493 Longmarket Street, Pietermaritzburg. (Ref. Ms Y. Chetty:ML:N019.)

Case 16961/90

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

In the matter between Nedperm Bank Limited, Execution Creditor, and Sipho Jacob Mshengu, Execution Debtor

In pursuance of a judgment in the Court of the Magistrate at Pietermaritzburg, dated 31 October 1990, the following immovable property will be sold in execution on 23 June 1995 at 11:00, at the Sheriff's Salesroom, 277 Berg Street, Pietermaritz-

Unit 2446 (Imbali II), in the Township of Edendale, County of Pietermaritzburg, in extent two hundred and ninety-seven (297) square metres, represented and described on General Plan 72/80, situated at 1860 Chakide Road, Imbali, Pietermaritzburg.

The following information is furnished regarding the property (but is not guaranteed): A single-storey dwelling-house constructed of concrete under concrete tile roof, consisting of four bedrooms, two bathrooms, kitchen, dining-room and lounge. Material conditions of sale:

The purchaser shall pay ten per cent (10%) of the purchase price in cash at the time of sale and the balance shall be paid or secured by a bank or building society guarantee approved by the Execution Creditor's attorneys, to be furnished to the Sheriff of the Magistrate's Court, 277 Berg Street, Pietermaritzburg within fourteen (14) days of the date of sale. The full conditions of sale can be inspected at the office of the Sheriff of the Magistrate's Court, 277 Berg Street, Pietermaritzburg, 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 10th day of May 1995.

Tatham Wilkes & Company, Execution Creditor's Attorneys, Fourth Floor, Fedlife House, 251 Church Street, Pietermaritzburg.

Case 79/94

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

In the matter between Town Treasurer of the Borough of Colenso, Plaintiff, and A & D Moosa & Moola, Defendant

#### NOTICE OF SALE IN EXECUTION

Lot 456 Colenso (Extension 13) situated in the Colenso/Nkanyezi Transitional Local Council Area Administrative District of Natal, Province of KwaZulu/Natal.

#### DEED OF TRANSFER T1701/1986

In pursuance of a judgment granted in the above Honourable Court, dated 21 December 1994, and a warrant of execution, the undermentioned property will be sold in execution on 21 June 1995 at 10:00, in front of the Magistrate's Court, Colenso:

Lot 456, Colenso (Extension 13) situated in the Colenso/Nkanyezi Transitional Area, Administrative District of Natal, Province of KwaZulu/Natal, in extent 1 312 (one thousand three hundred and twelve) square metres, held under Deed of Transfer Vince of KwaZulu/Natal, in extent 1 312 (one thousand three hundred and twelve) square metres, held under Deed of Transfer Vince (1998) and 1998 (1998) an T1701/1986, and registered in the names of Anwar Moosa Moolla and Banu Gaffar Moolla.

The following further details of the property and the improvements thereon are given although the Execution Creditor does not warrant in any way whatsoever that this information is accurate: Vacant land with building clause to the value of R12 000 not warrant in any way whatsoever that this information is accurate: (twelve thousand rand); any prospective purchasers are advised to inspect the property themselves.

- 1. The property shall be sold to the highest bidder subject to the terms and conditions of the Magistrates' Courts Act, and the
- 2. The purchaser shall pay 10% (ten per cent) of the purchase price upon conclusion of the sale in cash and shall guarantee rules made thereunder. the balance within fourteen (14) days.
  - The property is deemed to be sold voetstoots.
  - 4. The full conditions may be inspected at the office of the Sheriff, 142 Connor Street, Estcourt.

Dated at Ladysmith on this the 28th day of April 1995.

Christopher, Walton & Tatham, Attorneys for Execution Creditor, 133 Murchison Street, Ladysmith. (Ref. 05B267028.)

Case 25178/92

# 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 Abdool Rahim Sayed, First Defendant, and Zuleikha Sayed, married in community of property, Second Defendant

In pursuance of a judgment granted on 13 January 1995, in the Magistrate's Court for the District of Durban, held at Durban, the property listed hereunder will be sold in execution on Friday, 23 June 1995 at 09:00, in front of the Magistrate's Court, Moss Street, Verulam:

Description: Lot 254, Everest Heights, situated in the Borough of Verulam and in the Port Natal/Ebhodwe Joint Services Board Area, Administrative District of Natal, in extent 1 209 square metres.

Postal address: 6 Mira Way, Everest Heights, Verulam.

Improvements: Brick under tile, water and lights, three bedrooms with main en suite, kitchen, lounge, dining-room, toilet and bathroom.

Vacant possession is not guaranteed, nothing in respect of the sale notice is guaranteed.

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at Sheriff's Office, 2 Mountview against transfer. Shopping Centre, corner of Inanda and Jacaranda Avenue, Verulam.

A substantial bank loan can be raised for an approved purchaser with prior approval.

Dated at Durban on this 24th day of April 1995.

Mulla and Mulla, Second Floor, Halvert House, 412 Smith Street, Durban, 4000. (Tel. 307-7377.) (Ref. 12 1430 898:RN.)

Case 935/94

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

# In the matter between First National Bank Limited, Plaintiff, and Ndoda William Mhlongo, 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 27 June 1995 at 09:00, at the Magistrate's Court Mtunzini:

- 1. (a) Deeds office description: Ownership Unit H3774 situated in the Township of Esikhawini, District of Ongoye in extent 338 (three hundred and thirty eight) square metres.
  - 1. (b) Street address: H3774 Esikhawini.
  - 1. (c) Property description (not warranted to be correct): Private dwelling.
  - 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 Clerk of the Court, Magistrate's Court Mtunzini, and at the office of the Sheriff of the Magistrate's Court Mtunzini.
  - 4. The sale shall be by public auction without reserve to the highest bidder.

Dated at Richards Bay this 11th day of April 1995. Schreiber Smith, Suite 1, Richards Park Building, P.O. Box 1327, Richards Bay, 3900, c/o Schreiber Smith, Yellowood Lodge Norman Tedder Lane, P.O. Box 175, Empangeni, 3880. (Ref. Mrs Pascau/11/F0043/94.)

Case 18762/94

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

In the matter between First National Bank of SA Limited, Execution Creditor, and Thembinkosi 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 23 June 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.

- 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 and the auctioneer's commission in cash immediately after the sale, and the balance against transfer to be secured by a bank or building society guarantee to be furnished to the Sheriff of the Magistrate's Court within 14 (fourteen) days after the sale to be approved by the Plaintiff's attorneys.
- 3. The purchaser shall be liable for payment of interest at the rate of 16% (sixteen per cent) per annum to the Plaintiff on the amount of the award to the Plaintiff in the plan of distribution from the date of sale to date of transfer.
- 4. Transfer shall be effected by the attorneys of the Plaintiff and the purchaser shall pay all the Transfer dues, including Transfer Duty or Value-Added Tax, current and any arrear rates, and other necessary charges to effect transfer upon request by

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 5th day of May 1995.

G. J. Campbell, for Stowell & Co., Plaintiff's Attorneys, 295 Pietermaritz Street, Pietermaritzburg.

Case 7535/93

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

In the matter between NBS Bank Limited (Reg. No. 87/01384/06), Execution Creditor, and Marcel Patrick Nelson, First Execution Debtor, and Lynette Laurelle Nelson, Second Execution Debtor

In pursuance of a judgment in the Court for the Magistrate of Verulam and writ of execution dated 29 August 1994, the property listed hereunder will be sold in execution on 7 July 1995 at 09:00, at the front entrance of the Magistrate's Court, Moss

Subdivision 50 of Lot 444, Zeekoe Vallei, situated in the City of Durban, Administrative District of Natal, in extent four hundred and ninety-three (493) square metres [formerly known as Subdivision 5801 (of 5751) of the Farm Zeekoe Vallei 787].

Postal address: 58 Skate Place, Newlands East, 4051.

Town planning zoning: Residential.

The following improvements are reported to be on the property (but nothing is guaranteed): A single storey concrete block and tile dwelling consisting of lounge, dining-room, kitchen, three bedrooms, bathroom, w.c., steps, pergola. Vacant possession is not guaranteed.

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff for Inanda, District Two. A substantial bank loan can be raised for an approved purchaser with prior approval. Dated at Pinetown this 15th day of May 1995.

King & Associates, Attorney for Execution Creditor, Fourth Floor, NBS Centre, Hill Street, Pinetown. (Tel. 701-1561.) (Ref. Mr Jenkins/nem/02/N012/322.)

Saak 956/95

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

In die saak tussen KwaZulu Finance & Investment Corporation Ltd, Eksekusieskuldeiser en Petros Khehla Radebe, Eksekusieskuldenaar

Ingevolge uitspraak van bogenoemde Agbare Hof, en 'n lasbrief vir eksekusie teen onroerende goed gedateer 8 Mei 1995, sal die ondervermelde eiendom op 21 Junie 1995 om 10:00, in die voorkamer van die Landdroshof, Newcastle, geregtelik aan die hoogste bieder vir kontant verkoop word, naamlik:

Sekere Unit F811, Madadeni.

Die eiendom is verbeter deur die oprigting van 'n woonhuis daarop maar niks word gewaarborg nie.

Die verkoopvoorwaardes is ter insae by die kantore van die Balju van die Landdroshof, te Yorkweg 36, Newcastle, en is onder andere die volgende:

1. Die koopprys is betaalbaar in kontant of gewaarborgde tjek onmiddellik na afloop van die veiling.

2. Die eiendom word voetstoots verkoop en onderhewig aan die voorwaardes soos vervat in die titelakte daarvan.

Gedateer te Newcastle op hede die 12de dag van Mei 1995.

P. G. Steyn, vir De Jager Steyn Maritz Ing., Prokureurs vir Eiser, Vierde Verdieping, Unitedgebou, Scottstraat, Newcastle.

Saak 430/95

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

In die saak tussen KwaZulu Finance & Investment Corporation Ltd, Eksekusieskuldeiser en Nomathemba Ethel Nkosi, Eksekusieskuldenaar

Ingevolge uitspraak van bogenoemde Agbare Hof, en 'n lasbrief vir eksekusie teen onroerende goed gedateer 4 Mei 1995, sal die ondervermelde eiendom op 21 Junie 1995 om 10:00, in die voorkamer van die Landdroshof, Newcastle, geregtelik aan die hoogste bieder vir kontant verkoop word, naamlik:

Sekere Site F9, Madadeni.

Die eiendom is verbeter deur die oprigting van 'n woonhuis daarop maar niks word gewaarborg nie.

Die verkoopvoorwaardes is ter insae by die kantore van die Balju van die Landdroshof, te Yorkweg 36, Newcastle, en is onder andere die volgende:

1. Die koopprys is betaalbaar in kontant of gewaarborgde tjek onmiddellik na afloop van die veiling.

2. Die eiendom word voetstoots verkoop en onderhewig aan die voorwaardes soos vervat in die titelakte daarvan.

Gedateer te Newcastle op hede die 12de dag van Mei 1995.

P. G. Steyn, vir De Jager Steyn Maritz Ing., Prokureurs vir Eiser, Vierde Verdieping, Unitedgebou, Scottstraat, Newcastle.

Case 213/95

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

In the matter between NBS Bank Limited, Execution Creditor, and Mfana Stanford Xaba, Execution Debtor

In pursuance of a judgment granted on 13 February 1995, in the Magistrate's Court for the District of Inanda, held at Verulam and a writ of execution issued thereunder, the immovable property of the Execution Debtor listed hereunder will be sold in execution on Friday, 23 June 1995 at 10:00, at the front entrance to the Magistrate's Court Building, Moss Street, Verulam:

Description: Site C671, Inanda Newtown, in extent two hundred and fifty-six (256) square metres.

Street address: C671 Inanda, Newtown.

Improvements: Block under asbestos dwelling consisting of three bedrooms, kitchen, lounge, bathroom with toilet, water and light facilities.

Zoning: Special Residential (nothing is guaranteed in these respects).

The sale shall be for Rands and no bids of less than one hundred rand (R100) shall be accepted.

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

- 1. The purchaser shall pay a deposit of ten per centum (10%) of the purchase price in cash immediately after the sale and the balance against transfer to be secured by a bank or building society guarantee to be approved by the Plaintiff's attorneys, to be furnished to the Sheriff of the Court or the auctioneer within fourteen (14) days after the sale.
- 2. The purchaser shall be liable for interest at the rate of 16,25% (sixteen comma two five per centum) per annum on the amount of the award to the Plaintiff and the plan of distribution, calculated as from the date of sale to date of transfer, both days inclusive.
- 3. Transfer shall be effected by the attorneys for the Execution Creditor and the purchaser shall pay all transfer costs, including transfer duty, current arrear 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.

Dated at Durban this 9th day of May 1995.

K. L. Naidoo, for Livingston Leandy Incorporated, Execution Creditor's Attorneys, 10th Floor, First National Bank Building, corner of Smith and Field Streets, Durban. (Ref. KN/mp/11 N684 013.)

Case 1402/93

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

In the matter between NBS Bank Limited, Plaintiff, and Allamchund Ramdharie, First Defendant, Bina Ramdharie, Second Defendant, and Pravesh Soogreem, Third Defendant

In pursuance of a judgment of the above Honourable Court dated 24 February 1993, a sale in execution will be held on 23 June 1995 at 10:00, at the front entrance to the Magistrate's Court Building, Moss Street, Verulam, when the following property will be sold by the Sheriff of the Magistrate's Court for Verulam, to the highest bidder:

Lot 371, Southgate, situated in the City of Durban, Administrative District of Natal, in extent three hundred and thirty-six (336) square metres, situated at 9 Villagate Place, Southgate, 4051.

Improvements: (The following information is furnished but nothing is guaranteed in this regard):

The property consists of a brick under tile roof dwelling with water and lights facilities comprising three bedrooms, lounge, dining-room, kitchen, toilet and bathroom.

The sale shall be subject to the following conditions.

- 1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act, and the rules made thereunder.
- 2. The purchaser (other than the Execution Creditor) shall pay a deposit of 10% (ten per centum) of the purchase price in cash at the time of the sale.
- 3. The full conditions of sale may be inspected at the offices of the Sheriff of the Magistrate's Court, Inanda District, 2 Mountview Shopping Centre, corner of Inanda and Jacaranda Roads, Verulam, and interested parties are asked to contact the Execution Creditor who may be prepared to grant loan facilities to an approved purchaser.

Dated at Durban this 5th day of May 1995.

De Villiers Evans & Petit, Plaintiff's Attorneys, 41 Acutt Street, Durban. (Ref. Mrs Singh/ss/3308/93.)

Case 5555/90

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

In the matter between Nedcor Bank Limited (formerly Nedperm Bank Limited), Execution Creditor, and Cecil Anboo John, First Execution Debtor, and Somaganthie John, Second Execution Debtor

In pursuance of a judgment in the Magistrate's Court of Pinetown, held at Pinetown, dated 2 July 1990, and a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 23 June 1995 at 10:00, at the front entrance to the Magistrate's Court, 22 Chancery Lane, Pinetown, to the highest bidder:

Property description: Subdivision 9, of Lot 6406, Pinetown, situated in the Borough of Pinetown, and in the Port Natal Edhodwe Joint Services Board Area, Administrative District of Natal, in extent 951 (nine hundred and fifty-one) square metres.

Postal address: 79 Nagina Drive, Marianhill, Pinetown.

Improvements: Brick under tile dwelling comprising three bedrooms, two toilets and bathrooms, lounge, dining-room, kitchen and double garage.

The nature, extent, condition and existence of the improvements are not guaranteed, and are sold voetstoots Zoning (the accuracy hereof is not guaranteed): Special Residential.

- 1. The sale shall be subject to the Magistrates' Courts Act, No. 32 of 1944 (as amended) and the rules made thereunder.
- 2. The purchaser (other than the Execution Creditor) shall pay a deposit of 10% (ten per centum) of the purchase price or R500,00 whichever is the greater, and the auctioneer's charges in cash at the time of the sale.
- 3. The balance of the purchase price is payable against the transfer to be secured by a bank or building society guarantee approved by the Execution Creditor's attorneys and to be furnished within fourteen (14) days after the date of sale.
- 4. The purchaser shall be liable for the payment of interest at the rate of 22,75% (twenty-two comma seven five per centum) per annum, to the Execution Creditor from the date of sale to date of registration of transfer.
- 5. Transfer shall be effected by the attorneys for the Execution Creditor and the purchaser shall pay all transfer costs, including arrear and current rates, sewerage connection fees (if any), taxes and any other charges necessary to effect transfer on
- 6. The full conditions of sale may be inspected at the offices of the Sheriff, 2 Samkit Centre, 62 Caversham Road, Pinetown, and interested parties are asked to contact the Execution Creditor who may be prepared to grant loan facilities to an approved purchaser.

Dated at Durban this 9th day of May 1995.

Shepstone & Wylie, Execution Creditor's Attorneys, Scotswood, 37 Aliwal Street, Durban. (Ref. C:/Nedperm/Sale/J56.)

Saak 4305/94

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

In die saak tussen KwaZulu Finance & Investment Corporation Ltd, Eksekusieskuldeiser en Samuel Hendros Sibusiso Mfusi, Eksekusieskuldenaar

Ingevolge uitspraak van bogenoemde Agbare Hof, en 'n lasbrief vir eksekusie teen onroerende goed gedateer 25 April 1995, sal die ondervermelde eiendom op 21 Junie 1995 om 10:00, in die voorkamer van die Landdroshof, Newcastle, geregtelik aan die hoogste bieder vir kontant verkoop word, naamlik:

Sekere Unit C91, Osizweni.

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Die eiendom is verbeter deur die oprigting van 'n woonhuis daarop maar niks word gewaarborg nie.

Die verkoopvoorwaardes is ter insae by die kantore van die Balju van die Landdroshof, te Yorkweg 36, Newcastle, en is onder andere die volgende:

- 1. Die koopprys is betaalbaar in kontant of gewaarborgde tiek onmiddellik na afloop van die veiling.
- 2. Die eiendom word voetstoots verkoop en onderhewig aan die voorwaardes soos vervat in die titelakte daarvan. Gedateer te Newcastle op hede die 9de dag van Mei 1995.
- P. G. Steyn, vir De Jager Steyn Maritz Ing., Prokureurs vir Eiser, Vierde Verdieping, Unitedgebou, Scottstraat, Newcastle.

Saak 1101/95

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

In die saak tussen KwaZulu Finance & Investment Corporation Ltd, Eksekusieskuldeiser en Booysen Wilfred Mtshali, Eksekusieskuldenaar

Ingevolge uitspraak van bogenoemde Agbare Hof, en 'n lasbrief vir eksekusie teen onroerende goed gedateer 29 April 1995, sal die ondervermelde eiendom op 21 Junie 1995 om 10:00, in die voorkamer van die Landdroshof, Newcastle, geregtelik aan die hoogste bieder vir kontant verkoop word, naamlik:

Sekere Unit A5611, Osizweni.

Die eiendom is verbeter deur die oprigting van 'n woonhuis daarop maar niks word gewaarborg nie.

Die verkoopvoorwaardes is ter insae by die kantore van die Balju van die Landdroshof, te Yorkweg 36, Newcastle, en is onder andere die volgende:

- 1. Die koopprys is betaalbaar in kontant of gewaarborgde tjek onmiddellik na afloop van die veiling.
- 2. Die eiendom word voetstoots verkoop en onderhewig aan die voorwaardes soos vervat in die titelakte daarvan.

Gedateer te Newcastle op hede die 9de dag van Mei 1995.

P. G. Steyn, vir De Jager Steyn Maritz Ing., Prokureurs vir Eiser, Vierde Verdieping, Unitedgebou, Scottstraat, Newcastle.

Case 9560/94

## 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), Execution Creditor, and Wayne Robert Mulder, First Execution Debtor, and Bronwyn Erica Mulder, Second Execution Debtor

In pursuance of a judgment in the Court for the Magistrate of Durban and writ of execution dated 6 June 1994, the property listed hereunder will be sold in execution on Thursday, 29 June 1995 at 14:00, in front of the Magistrate's Court House, Somtseu Road, Durban, to the highest bidder:

Lot 1090, Sea View, situated in the City of Durban, Administrative District of Natal, in extent seven hundred and thirty-three (733) square metres.

Postal address: 9 Sea Glen Drive, Sea View, 4094.

Town-planning zoning: Residential.

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

A single storey concrete block and tile dwelling consisting of lounge/dining-room, kitchen, three bedrooms, bathroom, w.c, patio, carport and pergola.

Vacant possession is not guaranteed.

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at Sheriff for Durban Central. A substantial bank loan can be raised for an approved purchaser with prior approval.

Dated at Pinetown this 18th day of May 1995.

King & Associates, Attorneys for Execution Creditor, Fourth Floor, NBS Centre, Hill Street, Pinetown. (Tel. 701-1561.) (Ref. Mr Jenkins/nem/02/N012/369.)

Case 8131/94

### IN THE SUPREME COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between ABSA Bank Limited, Plaintiff, and Mr Gonaseelan Pillay, First Defendant, and Mrs Sugendree Pillay, Second Defendant

In execution of a judgment granted by the Supreme Court of South Africa (Durban and Coast Local Division) on 18 November 1994, in the above-named suit, the following immovable property will be sold by public auction by the Sheriff of the Supreme Court, Chatsworth, at the Chatsworth Magistrate's Court, Justice Street, Unit 5, Chatsworth, on 27 June 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 4 Gosai Centre, 56 Greendale Road, Silverglen, Chatsworth, namely:

Subdivision 1588 (of 1875), of Lot 104, Chatsworth, situated in the City of Durban, Administrative District of Natal, in extent four hundred and twenty (420) square metres, which property is physically situated at 121 Camper Drive, Havenside, Chatsworth, and which property is held by the above-named Defendants under and by virtue of Deed of Transfer No. T332550/93.

Improvements: Without constituting a warranty of any nature, the property has been improved by the erection thereon of semi-detached brick under tile dwelling consisting of lounge, dining-room, kitchen, two bedrooms and bathroom/toilet.

Outbuildings: Two garages, room, kitchen and shower/toilet.

Zoning: The property is zoned for Special Residential purposes and enjoys no special consent 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 the 16th day of May 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/A332/040645/Mrs Chelin.)

Case 42748/94

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

In the matter between Body Corporate of Eureka Court, Plaintiff, and R. T. Biyela, Defendant

In pursuance of a judgment granted on 16 August 1994, in the above Honourable Court and a warrant of execution issued thereafter, the immovable property listed hereunder will be sold in execution on Thursday, 22 June 1995 at 14:00, in front of the Magistrate's Court, Somtseu Road, Durban, to the highest bidder:

Description: A unit consisting of:

- (a) Section 35, as shown and more fully described on Sectional Plan SS285/85, in the scheme known as Eureka Court, in respect of the land and building or buildings situated at Durban, of which section the floor area, according to the said sectional plan, is 73 (seventy-three) square metres in extent; and
- (b) an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan.

Postal address: 34 Eureka Court, 212 Berea Road, Durban.

Improvements (the nature, extent, condition and existence of the improvements are not guaranteed, and are sold voetstoots): A single storey flat consisting of one and a half bedroom (the full bedroom with built-in cupboards), bath/washbasin, toilet, lounge/dining-room and kitchen with built-in units.

The sale is subject to the following conditions:

- 1. The sale shall be subject to the terms and conditions of the Magistrates' Couts Act and the rules made thereunder.
- 2. The purchaser (other than the Plaintiff) shall pay a deposit of 10% (ten per cent) of the purchase price in cash at the time of the sale and the balance against transfer is to be secured by a bank or building society guarantee to be furnished to the Sheriff within 21 (twenty-one) days after the 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 costs including transfer duty, current rates and other necessary charges to effect transfer upon request by the said attorneys.
- 4. The full conditions of sale may be inspected at the offices of the Sheriff, and interested parties are asked to contact the Plaintiff who may be prepared to grant facilities to an approved purchaser.

Dated at Durban on this 12th day of May 1995.

De Broglio & Partners, Plaintiff's Attorneys, 1207 Sanlam Musgrave Centre, Musgrave Road, Durban. (Ref. Mr Smith/ tl/06B096002.)

> Case 4446/95 PH 132

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

In the matter between NBS Bank Limited, Execution Creditor, and Bruce David Burley, First Execution Debtor, and Bernice Carol Burley, Second Execution Debtor

In pursuance of a judgment in the Magistrate's Court, Durban, and writ of execution dated 24 February 1995, the immovable property listed hereunder will be sold in execution on 22 June 1995 at 14:00, in front of the Magistrate's Court-house, Somtseu

Description: A unit consisting of:

- (a) Section 21, as shown and more fully described on Sectional Plan SS261/1984, in the scheme known as St Tropez Villa, in respect of the land and building or buildings situated at Durban, Local Authority Area of Durban, of which section the floor area, according to the said sectional plan, is 90 (ninety) 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 ST1560/94.

The immovable property is situated at 45 St Tropez, 4 Ripley Terrace, South Beach, Durban. Zoning: Special/Residential.

Improvements: A flat consisting of lounge/dining-room, two bedrooms, bathroom, shower and toilet.

NB! Nothing is guaranteed.

Municipal electricity and water supply: Local Authority.

Possession: Vacant possession is not guaranteed. Premises are occupied at present.

Material conditions of sale:

- 1. The sale is subject to the terms and conditions of the Magistrates' Couts Act, No. 32 of 1944, as amended, and the rules made thereunder and of the title deed in so far as same may be applicable.
- 2. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price in cash, immediately on the property being knocked down to the purchaser; the balance against registration of transfer and to be secured by a bank or building society guarantee to be approved by the Judgment Creditors attorneys and furnished to the Sheriff of the Court within 14 (fourteen) days after the date of sale.
- 3. The purchaser shall be liable for commission on the sale, which amount shall be paid to the Sheriff of the Court immediately, the property is knocked down to the purchaser.
  - 4. The purchaser to pay all costs of transfer, transfer dues, arrear rates, current rates and costs of cancellation of any bond.
- 5. The Sheriff of the Court shall not be liable or responsible for arrear rates, rates, damages, deficiency, delivery, error or description of pointing out of the boundaries, pegs or beacons.

The full conditions of sale may be inspected at the office of the Sheriff of the Magistrate's Court, Durban Central, 21 Stafmayer House, Beach Grove, Durban, Telephone number 305-8444 (Ref. J. R. Maree).

Dated at Durban on this 24th day of May 1995.

Chapman Dyer Miles & Moorhead, Attorneys for Execution Creditor, 10th Floor, NBS Building, 300 Smith Street, Durban. (Ref. DS/pp/05/N6448/95.)

Saak 2281/88

## IN DIE LANDDROSHOF VIR DIE DISTRIK PORT SHEPSTONE GEHOU TE PORT SHEPSTONE

In die saak tussen Saambou Nasionale Bouvereniging, Eiser, en Summer Village Development CC, Verweerder

Ingevolge 'n uitspraak toegestaan in die bogemelde Agbare Hof op 8 November 1988, en 'n lasbrief vir eksekusie daarkragtens uitgereik, sal die ondervermelde eiendom per publieke veiling aan die hoogste bieder verkoop word deur die Adjunkbalju van die Landdroshof voor die Landdroshof te Port Shepstone op 23 Junie 1994 om 10:00, naamlik:

Subdivision 1 van Erf 786, Shelly Beach, geleë in die Margate Plaaslike Oorgangsraad Gebied en in die Suid Natal Streek Waterdiens gebied, Administratiewe Distrik van Natal, Provinsie van KwaZulu/Natal.

Verbeterings (dorpsafdeling): 11 Eenhede van steen en sement onder 'n teëldak bestaande uit oop-plan sitkamer, kombuis, eetkamer, twee slaapkamers, badkamer, toilet, enkel motorhuis, stoep met ingeboude braaiplek en klein binnehof.

Buitegebou 1 (ou washuis): Van steen en sement onder 'n teëldak bestaande uit twee stoorkamers en badkamer.

Buitegebou 2 (ou washuis): Van steen en sement onder 'n teëldak bestaande uit drie stoorkamers.

Buitegebou 3: Van steen en sement onder 'n asbesdak bestaande uit twee kamers, drie toilette, stort en wasbak.

Buitegebou 4: Van steen en sement onder 'n teëldak bestaande uit motorhuis en twee stoorkamers.

Buitegebou 5: Van steen en sement onder 'n teëldak bestaande uit sekuriteitskantoor en kantoor. Swembad.

Karavaanafdeling:

36 karavaanstaanplekke elk bestaande uit 'n eie privaat badkamer van steen en sement onder 'n teëldak met bad, toilet en wasbak.

6 karavaanstaanplekke, ablusieblok van steen en sement onder 'n teëldak bestaande uit mansafdeling, vier toilette, twee storte, bad, twee wasbakke en urinaal.

Damesafdeling, vier toilette, stort, twee baddens, twee wasbakke, strykkamer en ketelkamer.

Stoorkamer van steen en sement onder 'n teëldak.

Substasie van steen en sement onder 'n teëldak.

Opgaartenk - 35 000 liter kapasiteit inhoud (nie meer in gebruik).

Twee vervalle tennisbane (nie in gebruik).

wesentlike voorwaardes van verkoping:

- 1.1 Die koper sal 'n deposito van 10% (tien persent) van die koopprys in kontant tydens die verkoping in die trustrekening van die Balju van die Landdroshof deponeer.
- 1.2 Die balans van die koopprys sal betaalbaar wees en gewaarborg word deur 'n bank- of bouverenigingwaarborg in 'n vorm aanvaarbaar vir die Eiser se Aktevervaardigers. Hierdie waarborg sal aan die Eiser se Aktevervaardigers gelewer word binne 15 (vyftien) dae na die datum van verkoping.
- 1.3 Die koper sal die Balju van die Landdroshof se kommissie op die datum van die verkoping betaal boonop oordragkostes, hereregte en uitstaande erfbelasting, belasting of ander bedrae hoegenaamd uitstaande en alle ander kostes om oordrag te neem, op aanvraag deur die Eiser se aktevervaardigers.
- 1.4 Besit van die erf mag onmiddellik na betaling van die aanvanklike deposito geneem word, waarna die risiko en wins op die koper sal oorgaan.
- 1.5 Die erf is verkoop soos uiteengesit in die titelaktes en diagram en die Balju van die Landdroshof hou homself nie verantwoordelik vir enige tekorting wat mag uitgevind word om te bestaan en afstand doen vir enige oorskot. Die erf is ook verkoop onderworpe aan alle serwitute en voorwaardes gespesifiseer in die titelakte.

Forder Ritch & Pfaff, Prokureur vir Eiser, Van Wyk Trustgebou, Reynoldsstraat 11, Posbus 18, Port Shepstone.

Case 69304/94

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

In the matter between Body Corporate of Shipley Court, Execution Creditor, and H. E. Jooste, Execution Debtor

In pursuance of a judgment granted on 21 December 1994 in the Durban Magistrate's Court and under writ of execution issued thereafter the immovable properties listed hereunder will be sold in execution on 22 June 1995 at 14:00, in front of the Magistrate's Court, Somtseu Road, Durban, to the highest bidder:

Section 3 as shown and more fully described in Sectional Plan SS190/87 in the scheme known as Shipley Court in respect of land and building or buildings situated in the City of Durban, Administrative District of Natal, Province of KwaZulu/Natal, of which section the floor area according to the sectional plan is 69 (sixty-nine) 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 by a Deed of Transfer S4030/90.

Physical address: Flat 3, Shipley Court, 376 Point Road, Durban, Natal.

Improvements: Sectional title unit comprising kitchen, lounge, dining-room, bathroom, toilet and one and a half bedroom.

Town-planning zone: Special Residential.

Special privileges: Nil.

Description: Section 6 as shown and more fully described in Sectional Plan SS190/87 in the scheme known as Shipley in respect of land and building or buildings situated in the City of Durban, Administrative District of Natal, province of KwaZulu/ Natal, of which section the floor area according to the sectional plan is 80 (eighty) 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 by a Deed of Transfer S4030/90.

Physical address: Flat 6, Shipley Court, 376 Point Road, Durban, KwaZulu/Natal.

Improvements: Sectional title unit comprising kitchen, lounge/dining-room, bathroom, toilet and one and a half bathroom.

Town-planning zone: Special Residential.

special privileges: Nil.

Description: Section 15 as shown and more fully described in Sectional Plan SS190/87 in the scheme known as Shipley, in respect of land and building or buildings situated in the City of Durban, Administrative District of Natal, Province of KwaZulu/ Natal, of which section the floor area according to the sectional plan is 16 (sixteen) 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 by a Deed of Transfer S10943/92.

Physical address: Shipley Court, 376 Point Road, Durban, KwaZulu/Natal.

Improvements: Garage.

Town-planning zone: Special Residential.

Special privileges: Nil.

Description: Section 13 as shown and more fully described in Sectional Plan SS190/87 in the scheme known as Shipley, in respect of land and building or buildings situated in the City of Durban, Administrative District of Natal, Province of KwaZulu/ Natal, of which section the floor area according to the sectional plan is 16 (sixteen) 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 by a Deed of Transfer S4030/90.

Physical address: Shipley Court, 376 Point Road, Durban, Natal.

Improvements: Garage.

Town-planning zone: Special Residential.

Special privileges: Nil.

Nothing is guaranteed in the above respects.

Material conditions:

The sales shall be subject to the following conditions:

- 1. (a) The sales shall be subject to the terms and conditions of the Magistrates' Courts Act, and the rules made thereunder as well as the further conditions of sale which have been forwarded to the Sheriff.
  - (b) The properties are sold voetstoots and nothing in respect set out below is guaranteed.
- 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 guarantee in a form acceptable to the Execution Creditor's attorneys, to be furnished to the Execution Creditor's attorneys within 14 (fourteen) days after the date of
- 3. The purchaser shall be liable for payment of interest at the rate of 15,5% (fifteen comma five per centum) per annum to the Execution Creditor and to the bondholder/s at a prescribed rate of interest per annum on the respective amounts of the awards to the Executive Creditor and to the bondholder/s in the plan of distribution from the date of sale to date of transfer both
- 4. Transfer shall be effected by the attorneys for the Execution Creditor and the purchaser shall pay all transfer dues including transfer duty, current and/or arrear levies/rates and/or Value-Added Tax and other necessary charges to effect transfer upon demand therefor by the Execution Creditor's attorneys.
- 5. The full conditions of sale may be inspected at the offices of the Sheriff of the Magistrate's Court, 15 Milne Street, Durban, Natal.

- 6. Payment of Value-Added Tax, which may be applicable in terms of Act No. 38 of 1991, shall be borne by the purchaser.
- 7. The purchaser agrees that there is no obligation on the seller to furnish an Electrical Installation Certificate of compliance issued under the Regulation in terms of the occupational Health and Safety Act of 1933 or any amendment thereof. The purchaser will be obliged at his own cost, to obtain such certificate as from date of occupation or registration whichever is the earlier.

Dated at Durban this 25th day of May 1995.

Garlicke & Bousfield Inc., Execution Creditor's Attorneys, Second Floor, Durban Bay House, 333 Smith Street, Durban, 4001. (Ref. N. Gafney.)

Case 53349/94

## 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 Johnny Reddy, First Defendant, and Neela Reddy, married in community of property, Second Defendant

In pursuance of a judgment granted on 18 October 1994, in the Magistrate's Court for the District of Durban held at Durban, the property listed hereunder will be sold in execution on Tuesday, 20 June 1995 at 14:00, in front of the Magistrate's Court, Somtseu Road, Durban:

Description: Subdivision 116 of Lot 316, Duiker Fontein, situated in the City of Durban, Administrative District of Natal, in extent 1 167 square metres.

Postal address: 23 Mogul Crescent, Effingham Heights, Durban.

Improvements: Dwelling consisting of face brick, tile, lounge, dining-room, TV-room, hob and extra fan oven, scullery, kitchen, laundry room, servants' quarters, en-suite, bathroom, toilet, shower, bedroom, toilet, washbasin, shower, double lock up garage, two main en suite, shower, washbasin, toilet, balcony, main en-suite, jacuzzi, shower, washbasin, toilet and bedroom.

Vacant possession is not guaranteed, nothing in respect of the sale notice is guaranteed.

The conditions of sale: The purchase price will be payable as to a deposit in cash of 10% (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 Sheriff's Office, Durban North, 15 Milne Street, Durban.

A substantial bank loan can be raised for an approved purchaser with prior approval.

Dated at Durban on this 18th day of May 1995.

Mulla & Mulla, Plaintiff's Attorneys, Second Floor, Halvert House, 412 Smith Street, Durban, 4000. (Tel. 307-7377.) (Ref. 12 1430 838:RN.)

Case 3796/94

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KLIP RIVER HELD AT LADYSMITH

In the matter between Murrays, Plaintiff, and M. Naidoo, Defendant

In pursuance of a judgment granted in the above Honourable Court, dated 6 October 1995 and a warrant of execution, the undermentioned property will be sold in execution on 12 July 1995 at 10:30, in front of the Magistrate's Court, Colenso:

Lot 5, Colenso, situated in the Borough of Colenso, Administrative District of Natal, in extent 5 059 (five thousand and fiftynine) square metres, held by Deed of Transfer T13157/91.

The following further details of the property and the improvements thereon are given although the Execution Creditor does not warrant in any way whatsoever that this information is accurate:

A shopping complex of which a shop is completed and is leased to a tenant thereof, four shops of which window panes and roofing is to be compeleted, and two shops in the course of commencement (any prospective purchasers are advised to inspect the property 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.
  - The property is deemed to be sold voetstoots.
  - The full conditions may be inspected at the office of the Sheriff, Estcourt.

Dated at Ladysmith on this the 16th day of May 1995.

Christopher, Walton & Tatham, Plaintiff's Attorneys, 133 Murchison Street, P.O. Box 126, Ladysmith, 3370. (Ref. 04M030002/IWG/rg.)

Case 3796/94

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KLIP RIVER HELD AT LADYSMITH

In the matter between Murrays, Plaintiff, and M. Naidoo, Defendant

In pursuance of a judgment granted in the above Honourable Court, dated 6 October 1994 and a warrant of execution, the undermentioned property will be sold in execution on 12 July 1995 at 10:30, in front of the Magistrate's Court, Colenso:

Lot 36, Colenso, situated in the Borough of Colenso, Administrative District of Natal, in extent 4 047 (four thousand and forty-seven) square metres, held by Deed of Transfer T13247/91.

The following further details of the property and the improvements thereon are given although the Execution Creditor does not warrant in any way whatsoever that this information is accurate:

Dwelling-house comprising of five bedrooms, lounge, dining-room, kitchen, pantry, two bathrooms and three toilets (any prospective purchasers are advised to inspect the property 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.
- 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 property is deemed to be sold voetstoots.
  - 4. The full conditions may be inspected at the office of the Sheriff, Estcourt.

Dated at Ladysmith on this the 16th day of May 1995.

Christopher, Walton & Tatham, Plaintiff's Attorneys, 133 Murchison Street, P.O. Box 126, Ladysmith, 3370. (Ref. 04M030002/IWG/rg.)

Case 3795/94

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KLIP RIVER HELD AT LADYSMITH

In the matter between Ladysmith Animal Clinic, Plaintiff, and M. B. Naidoo, Defendant

In pursuance of a judgment granted in the above Honourable Court, dated 6 October 1994 and a warrant of execution, the undermentioned property will be sold in execution on 12 July 1995 at 10:30, in front of the Magistrate's Court, Colenso:

Lot 5, Colenso, situated in the Borough of Colenso, Administrative District of Natal, in extent five thousand and fifty-nine (5 059) square metres, held by Deed of Transfer T13157/91.

The following further details of the property and the improvements thereon are given although the Execution Creditor does not warrant in any way whatsoever that this information is accurate:

A shopping complex of which one shop is complete and is leased to a tenant thereof, four shops of which window panes and roofing is to be completed, and two shops in the course of commencement.

(Any prospective purchasers are advised to inspect the property 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.
- 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 property is deemed to be sold voetstoots.
  - 4. The full conditions may be inspected at the office of the Sheriff, Estcourt.

Dated at Ladysmith on this the 16th day of May 1995.

Christopher, Walton & Tatham, Plaintiff's Attorneys, 133 Murchison Street, P.O. Box 126, Ladysmith, 3370. (Ref.

Case 3795/94

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KLIP RIVER HELD AT LADYSMITH

In the matter between Ladysmith Animal Clinic, Plaintiff, and M. B. Naidoo, Defendant

In pursuance of a judgment granted in the above Honourable Court, dated 6 October 1994 and a warrant of execution, the undermentioned property will be sold in execution on 12 July 1995 at 10:30, in front of the Magistrate's Court, Colenso:

Lot 36, Colenso, situated in the Borough of Colenso, Administrative District of Natal, in extent four thousand and forty-seven (4 047) square metres, held by Deed of Transfer T13247/91.

The following further details of the property and the improvements thereon are given although the Execution Creditor does not warrant in any way whatsoever that this information is accurate:

One dwelling house comprising of five bedrooms, lounge, dining-room, kitchen, pantry, two bathrooms and three toilets. (Any prospective purchasers are advised to inspect the property 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.
  - The property is deemed to be sold voetstoots.
  - The full conditions may be inspected at the office of the Sheriff, Estcourt.

Dated at Ladysmith on this the 16th day of May 1995.

Christopher, Walton & Tatham, Plaintiff's Attorneys, 133 Murchison Street, P.O. Box 126, Ladysmith, 3370. (Ref. 04W012053/IWG/rg.)

Case 443/95

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KLIP RIVER HELD AT LADYSMITH

In the matter between Natal Building Society Limited, Plaintiff, and Letitia Lombaard, First Defendant, and M. C. H. Lombaard, Second Defendant

In pursuance of a judgment granted in the above Honourable Court, on 5 April 1995 and a warrant of execution, the undermentioned property will be sold in execution on Tuesday, 27 June 1995 at 10:00, in front of the Magistrate's Court, Ladysmith:

Subdivision 11 of Lot 2112, Ladysmith, 36 Berea Road, Ladysmith, situated in the Borough of Ladysmith, Administrative District of Natal, and in extent two thousand six hundred and eighty-three (2 683) square metres, and in terms of the Deed of Transfer 9256/1973.

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

Zoning: Residential.

Improvements (the accuracy hereof is not guaranteed):

Five bedrooms, three bathrooms, shower, three w.c.s, two garages, one servant's room with w.c., entrance hall, scullery, lounge, dining-room, study, kitchen and sewing room.

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 27 June 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 (one hundred rand) 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 19th day of May 1995.

Maree & Pace, Attorney for Plaintiff, 72 Queen Street, Ladysmith, 3370. (Ref. Mr Swanepoel/CN0309.)

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KLIP RIVER HELD AT EZAKHENI

In the matter between KwaZulu Finance and Investment Corporation Limited, Plaintiff, and N B Diamini, Defendant In pursuance of a judgment granted in the above Honourable Court on 21 February 1995, and a warrant of execution, the undermentioned property will be sold in execution on Tuesday, 27 June 1995 at 15:00, in front of the Magistrate's Court, Ezakheni:

Unit E2451, Ezakheni, in extent 475 (four hundred and seventy-five) square metres, situated in the Administrative District of KwaZulu, held under Deed of Grant G09752/87.

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 475 (four hundred and seventy-five).

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 27 June 1995 at 15:00, at the Magistrate's Court, Ezakheni.
- 2. The property shall be sold without reserve to the highest bidder, provided that the Sheriff may, with the consent of the Judgment Creditor, refuse any bid. No bid less than R100 in value above the preceeding bid shall be accepted by the Sheriff.
  - 3. The property is within a black area and is accordingly reserved for ownership of the Black Group.

- 4. The full purchase price shall be paid in cash or bank-guaranteed cheque upon conclusion of the sale.
- 5. 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.
- 6. The full conditions of sale applicable can be inspected at the offices of the Plaintiff's attorney, or the Sheriff of Ladysmith.
  - 7. The sale shall be subject to the approval by KwaZulu Finance and Investment Corporation Limited, within 21 days. Dated at Ladysmith on this the 19th day of May 1995.

Maree & Pace, Attorney for Plaintiff, 72 Queen Street, Ladysmith, 3370. (Ref. Mr Swanepoel/CKF618.)

Case 5/95

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KLIP RIVER HELD AT EZAKHENI

in the matter between KwaZulu Finance and Investment Corporation Limited, Plaintiff, and N. P. Diangalala, Defendant

In pursuance of a judgment granted in the above Honourable Court on 15 March 1995, and a warrant of execution, the undermentioned property will be sold in execution on Tuesday, 20 June 1995 at 15:00, in front of the Magistrate's Court, Ezakheni:

Unit D2046, Ezakheni, in extent 250 (two hundred and fifty) square metres, situated in the Administrative District of KwaZulu, held under Deed of Grant G02473/92.

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 250 (two hundred and fifty).

Material conditions: The sale of the property shall be subject to the following conditions:

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- 1. The property shall be sold by the Sheriff of Ladysmith on 20 June 1995 at 15:00, at the Magistrate's Court, Ezakheni.
- The property shall be sold without reserve to the highest bidder, provided that the Sheriff may, with the consent of the Judgment Creditor, refuse any bid. No bid less than R100 in value above the preceeding bid shall be accepted by the Sheriff.
  - 3. The property is within a black area and is accordingly reserved for ownership of the Black Group.
  - 4. The full purchase price shall be paid in cash or bank-guaranteed cheque upon conclusion of the sale.
- 5. 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.
  - 6. The full conditions of sale applicable can be inspected at the offices of the Plaintiff's attorney, or the Sheriff of Ladysmith.
  - 7. The sale shall be subject to the approval by KwaZulu Finance and Investment Corporation Limited, within 21 days. Dated at Ladysmith on this the 19th day of May 1995.

Maree & Pace, Attorney for Plaintiff, 72 Queen Street, Ladysmith, 3370. (Ref. Mr Swanepoel/CKF619.)

Case 3459/94

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

In the matter between The Body Corporate of La Cote D'Azur Sectional Title Timesharing Scheme, SS321/86, for the building known as La Cote D'Azar, Plaintiff, and John O'Hagan, First Defendant, and Catherine O'Hagan, Second Defendant

In pursuance of a judgment in the Court of the Magistrate's Court at Port Shepstone, dated 17 February 1995, the following immovable property will be sold in execution on 23 June 1995 at 10:00, at the Magistrate's Court, Port Shepstone, to the highest bidder:

Lot 3670, Margate, Section 57, as shown and more fully described on Sectional Plan No. 321/1986, in the building known as La Cote D'Azur, situated in the Township of Margate and in the Lower South Coast Regional Water Services Area, Administrative District of Natal, in extent 136 (one hundred and thirty-six) square metres.

The following information is furnished regarding the property, but is not guaranteed: The property is situated at Margate.

The property has main en suite, bedroom, bathroom, open plan lounge, dining-room and kitchen, patio and under cover parking.

Material conditions of sale: The purchaser shall pay 10% (ten per centum) of the purchase price in cash at the time of the sale, and the balance shall be paid or secured by a bank or building society guarantee approved by the Execution Creditor's attorneys to be furnished to the Sheriff of the Court, Port Shepstone, within 14 (fourteen) days of the date of sale. The full interested parties are asked to contact the Execution Creditor who may be prepared to grant loan facilities to an approved purchaser.

Dated at Port Shepstone this 22nd day of May 1995.

P. H. G. Stoppel & Co., Execution Creditor's Attorneys, 3 Bazley Street, Port Shepstone. [Tel. (0391) 82-6320.]

Saak 3459/94

## IN DIE LANDDROSHOF VIR DIE DISTRIK PORT SHEPSTONE GEHOU TE PORT SHEPSTONE

In die saak tussen The Body Corporate of the La Cote D'Azur Sectional Title Timesharing Scheme, SS321/86, for the building known as La Cote D'Azur, Verweerder, en John O'Hagan, Eerste Applikant, en Catherine O'Hagan, Tweede Applikant

'n Uitspraak in die Landdroshof van Port Shepstone, en lasbrief tot eksekusie gedateer 17 Februarie 1995, sal die volgende vaste eiendom verkoop word aan die hoogste bieder per openbare veiling by die Balju van die Landdroshof, Port Shepstone, 23 Junie 1995, aan die hoogste bieder geregtelik verkoop word, naamlik:

Erf 3670, Margate, Seksie 57, as gewys en meer volledig beskryf op die Seksieplan No. 321/1986, in die gebou bekend as La Cote D'Azur, geleë in die dorp Margate, administratiewe distrik Natal, groot 136 (eenhonderd-ses-en-dertig) vierkante meter.

Die onderstaande inligting word verskaf, maar nie gewaarborg nie: Die eiendom is geleë te Margate.

Daar is 'n slaapkamer en 'n hoofbadkamer, badkamer, oopplansitkamer, eetkamer en kombuis, sonstoep en onderdakparkering.

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

Die verkoopvoorwaardes is ter insae by die kantore van die Balju van die Landdroshof, Port Shepstone, Natal, en p.a. die Eksekusieskuldeiser se prokureurs.

Geteken te Port Shepstone hierdie 18de dag van April 1995.

P. H. G. Stoppel & Kie., Eksekusieskuldeiser se Prokureurs, Bazleystraat 3, Port Shepstone. (Ref. Colls/CR/B115.)

### ORANGE FREE STATE ORANJE-VRYSTAAT

Saak 720/95

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

In die saak tussen Nedcor Bank Beperk, Eksekusieskuldeiser, en M. J. Kola, Eksekusieskuldenaar

Ingevolge 'n vonnis in die Landdroshof, Virginia, en 'n lasbrief vir eksekusie gedateer 7 April 1995, sal die volgende eiendom by wyse van openbare veiling in eksekusie verkoop word op 23 Junie 1995 om 10:00, voor die Landdroskantoor, Virginia:

Al die reg, titel en belang in die huurpag ten opsigte van Perseel 336, geleë te en bekend as Meloding 336, Virginia, gesoneer vir woondoeleindes, groot 308 vierkante meter, gehou kragtens Sertifikaat van Geregistreerde Toekenning van Huurpag TL747/88.

Verbeterings: 'n Drieslaapkamerwoonhuis bestaande uit sitkamer, eetkamer, kombuis en badkamer.

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.
- 2. Die koopprys sal as volg betaalbaar wees: 'n Deposito van 10% (tien persent) van die koopprys in kontant onmiddellik na afhandeling van die veiling en die onbetaalde balans tesame met rente daarop bereken teen 16,25% (sestien komma twee vyf persent) vanaf 1 Maart 1995 en 17,25% (sewentien komma twee vyf persent) vanaf 22 Maart 1995 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, Virginia, nagesien word.

Gedateer te Welkom op hierdie 8ste dag van Mei 1995.

J. M. Pretorius, vir Wessels & Smith, p.a. Haasbroek & Willemse, Prokureurs vir Eksekusieskuldeiser, Volkskasgebou, Virginia Tuine, Virginia.

Saak 5729/95

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

In die saak tussen Nedcor Bank Beperk, Eksekusieskuldeiser, en M. E. Mthethwa, Eerste Eksekusieskuldenaar, en T. M. Mthethwa, Tweede Eksekusieskuldenaar

Ingevolge 'n vonnis in die Landdroshof, Welkom, en 'n lasbrief vir eksekusie gedateer 19 April 1995, sal die volgende eiendom by wyse van openbare veiling in eksekusie verkoop word op 23 Junie 1995 om 11:00, te die Tulbaghstraatingang van die Landdroskantoor, Welkom:

Al die reg, titel en belang in die huurpag ten opsigte van Perseel 5246, geleë te en bekend as 5246 Thabong, Welkom, gesoneer vir woondoeleindes, groot 264 vierkante meter, gehou kragtens Sertifikaat van Geregistreerde Toekenning en Huurpag TL274/89.

Verbeterings: 'n Drieslaapkamerwoonhuis bestaande uit sitkamer, eetkamer, kombuis en badkamer. 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.
- 2. Die koopprys sal as volg betaalbaar wees: 'n Deposito van 10% (tien persent) van die koopprys in kontant onmiddellik na afhandeling van die veiling en die onbetaalde balans tesame met rente daaropbereken teen 18,25% (agtien komma twee vyf persent) per jaar vanaf datum van verkoping tot datum van registrasie van transport sal binne 21 (een-en-twintig) dae betaal word of gewaarborg word deur 'n goedgekeurde bank- of bougenootskapwaarborg.
- 3. Die volle verkoopvoorwaardes wat deur die afslaer uitgelees sal word onmiddellik voor die verkoping kan gedurende kantoorure by die kantoor van die Balju, Welkom, nagesien word.

Gedateer te Welkom op hierdie 11de dag van Mei 1995.

J. M. Pretorius, vir Wessels & Smith, Prokureurs vir Eksekusieskuldeiser, Eerste Verdieping, Wessels- en Smithgebou, Heerenstraat 26–28, Welkom.

Saak 21071/94

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

In die saak tussen Die Stadsraad van die Munisipaliteit van Bloemfontein, Eiser, en Coetzee, J. A., Verweerder

Ingevolge 'n uitspraak in die Hof van die Landdros van Bloemfontein, en 'n lasbrief vir geregtelike verkoping gedateer 3 Maart 1995, sal die volgende eiendom op Vrydag, 7 Julie 1995 om 10:00, by die Peetlaaningang van die Landdroshof, Bloemfontein, aan die hoogste bieder geregtelik verkoop word:

Sekere Erf 2379, geleë in die stad en distrik Bloemfontein, groot 1 408 vierkante meter, gehou kragtens Akte van Transport 7691/91, geregistreer op 26 Junie 1991 (perseeladres Parfittlaan 85, Parkwes, Bloemfontein).

Die volgende verbeterings is aangebring maar niks word gewaarborg nie: Woonhuis bestaande uit drie slaapkamers, sitkamer, eetkamer, kombuis, badkamer en stoep.

Buitegeboue: Buite toilet.

Die verkoopvoorwaardes lê ter insae by die kantoor van die Balju, Landdroshof, Bloemfontein-Wes, Kamer 210, President-gebou, St Andrewstraat 119, Bloemfontein.

Geteken te Bloemfontein hierdie 19de dag van Mei 1995.

J. H. Truter, p.a. Naudes, Prokureur vir Eiser, Derde Verdieping, Trustfonteingebou, Posbus 260, St Andrewstraat 151, Bloemfontein.

Saak 6607/94

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

In die saak tussen **Nedcor Bank Beperk**, Eksekusieskuldeiser, en **J. J. Theron**, Eerste Eksekusieskuldenaar, en **B. Theron**, Tweede Eksekusieskuldenaar

Ingevolge 'n vonnis in die Landdroshof, Welkom, en 'n lasbrief vir eksekusie gedateer 16 Julie 1994, sal die volgende eiendom by wyse van openbare veiling in eksekusie verkoop word op 23 Junie 1995 om 11:00, te die Tulbaghstraatingang van die Landdroskantoor, Welkom:

Erf 5367, geleë te en bekend as Holdenstraat 55, Riebeeckstad, Welkom, gesoneer vir woondoeleindes, groot 1 184 vierkante meter, gehou kragtens Transportakte T12284/88.

Verbeterings: 'n Drieslaapkamerwoonhuis bestaande uit sitkamer, eetkamer, kombuis en badkamer.

Voorwaardes van verkoping:

- 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.
- 2. Die koopprys sal as volg betaalbaar wees: 'n Deposito van 10% (tien persent) van die koopprys in kontant onmiddellik na afhandeling van die veiling en die onbetaalde balans tesame met rente daarop bereken teen 17,25% (sewentien komma twee vyf persent) per jaar vanaf datum van verkoping tot datum van registrasie van transport sal binne 21 (een-en-twintig) dae betaal word of gewaarborg word deur 'n goedgekeurde bank- of bougenootskapwaarborg.
- 3. Die volle verkoopvoorwaardes wat deur die afslaer uitgelees sal word onmiddellik voor die verkoping kan gedurende kantoorure by die kantoor van die Balju, Welkom, nagesien word.

Gedateer te Welkom op hierdie 16de dag van Mei 1995.

J. M. Pretorius, vir Wessels & Smith, Prokureurs vir Eksekusieskuldeiser, Eerste Verdieping, Wessels en Smithgebou, Heerenstraat 26–28, Welkom.

Saak 209/94

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

In die saak tussen ABSA Bank Beperk, Eiser, en Hendrik Herculaas de Meyer, Verweerder

Ter voldoening van 'n vonnis wat bogenoemde Vonnisskuldeiser teen die Vonnisskuldenaar verkry het op 6 Junie 1994, en ter uitvoering van 'n lasbrief vir eksekusie gedateer 11 Julie 1994, sal die ondergenoemde eiendom per openbare veiling verkoop word te Fritz Louwstraat 8, Hennenman, op Vrydag, 9 Junie 1995 om 10:00:

Erf 611, Hennenman, groot 1 274 vierkante meter, geleë te Fritz Louwstraat 8, Hennenman.

Verbeterings: Woonhuis en buitegeboue.

Terme: 10% (tien persent) van die koopsom sal betaalbaar wees by toeslaan van die bod op die koper en moet die koper 'n goedgekeurde waarborg binne 14 dae daarna. Die eiendom word voetstoots verkoop sonder enige waarborge hoegenaamd. Die verkoopvoorwaardes is by ondergetekende en die afslaer, P. J. Swart, Balju van die Landdroskantoor, Hennenman, verkrygbaar en sal by die afslaer ter insae lê en sal voor die verkoping deur die afslaer uitgelees word.

Geteken te Hennenman hierdie 11de dag van Mei 1995.

Maree & Vennote, E M F Gebou, Steynstraat 40, Posbus 23, Hennenman.

Saak 26/89

#### IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Oranje-Vrystaatse Provinsiale Afdeling)

In die saak tussen Kleinsake Ontwikkelingskorporasie Bpk., Eiser, en Tebogo Joel Mabule, Verweerder

Kennis word hiermee gegee ingevolge die Oranje-Vrystaatse Provinsiale Afdeling van die Hooggeregshof in bogemelde saak op 23 Maart 1989, en ter uitvoering van 'n lasbrief tot uitwinning sal deur die Balju van die Hooggeregshof van Ladybrand, op 23 Junie 1995 om 11:00, te die kantoor van die Balju, Voortrekkerstraat 23, Edenburg, die volgende eiendom per openbare veiling verkoop word:

Perseel 1668, Ha-Rasebei, distrik Edenburg, groot 195 vierkante meter.

Die koper sal 10% (tien persent) van die koste in kontant van die Balju an die Hooggeregshof betaal onmiddellik na die verkoping. Die balans moet verseker word deur 'n bank- of bougenootskapwaarborg wat binne 21 (een-en-twintig) dae na datum van die verkoping aan die Balju van die Hooggeregshof gelewer moet word.

Die gemelde eiendom sal verkoop word op die voorwaardes wat uitgelees sal word deur die Balju van die Hooggeregshof ten tye van die verkoping en welke voorwaardes nagegaan kan word te die kantore van die Balju van die Hooggeregshof, Edenburg.

Geteken te Bloemfontein hierdie 24ste dag van April 1995.

L. C. Opperman, Prokureur vir Eiser, vir Vermaak en Dennis, Voortrekkerstraat 96, Bloemfontein.

Saak 717/95

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

In die saak tussen ABSA Bank Beperk, Eksekusieskuldeiser, en Malibo Sameul Thatelo, Eksekusieskuldenaar

Ingevolge 'n vonnis en 'n lasbrief vir eksekusie gedateer 6 April 1995 en uitgereik in die Landdroshof te Odendaalsrus, sal die reg, titel en belang in en tot die volgende onroerende eiendom verkoop word voor die Landdroskantore, Odendaalsrus, op 9 Junie 1995 om 09:00:

Erf 1442, geleë in die dorpsgebied Kutlwanong, distrik Odendaalsrus, groot 345 (drie vier vyf) vierkante meter, gehou kragtens Sertifikaat van Geregistreerde Huurpag TL2782/1988, geregistreer op 21 Julie 1988, en onderworpe aan sodanige voorwaardes as wat meer volledig sal blyk uit die genoemde Sertifikaat van Geregistreerde Huurpag.

Verbeterings daarop: Sitkamer, eetkamer, kombuis, drie slaapkamers, badkamer en toilet (ten opsigte waarvan geen waarborg gegee word nie).

Voorwaardes van verkoping:

- 1. Die eiendom sal voetstoots en onderworpe aan die goedkeuring van die Eksekusieskuldeiser binne 7 (sewe) dae, verkoop word aan die hoogste bieder en verder onderworpe aan die bepalings van die Wet op Landdroshowe, No. 32 van 1944, soos gewysig, en die reëls daarkragtens uitgevaardig
- 2. Die koopprys sal soos volg betaalbaar wees: 'n Deposito van 10% (tien persent) van die koopprys in kontant of bankgewaarborgde tjek onmiddellik na afhandeling van die veiling en die onbetaalde balans tesame met rente op die koopprys van transport, sal binne 14 (veertien) dae betaal word of betaling gewaarborg word binne genoemde tydperk deur 'n goedgekeurde bankwaarborg.
- 3. Die volle verkoopvoorwaardes wat deur die afslaer uitgelees sal word onmiddellik voor die verkoping, kan gedurende kantoorure by die kantore van die Balju van die Landdroshof, Odendaalsrus, nagesien word en indien die inhoud van hierdie advertensie in enige opsig verskil van die terme en voorwaardes van die genoemde verkoopvoorwaardes, sal die verkoopvoorwaardes se terme en voorwaardes voorrang geniet en van toepassing wees op die verkoop van die eiendom.

Geteken te Odendaalsrus op die 11de dag van Mei 1995.

Grunow Frost & Viljoen, Prokureur vir Eiser, Viljoengebou, Odendaalstraat 51, Odendaalsrus, 9480. [Tel. (057) 4-4055/6.]

Saak 716/95

#### IN DIE LANDDROSHOF VIR DIE DISTRIDK ODENDAALSRUS GEHOU TE ODENDAALSRUS

In die saak tussen **ABSA Bank Beperk**, voorheen Allied Bouvereniging Beperk, Eksekusieskuldeiser, en **Oupa Joseph Tau**, Eksekusieskuldenaar

Ingevolge 'n vonnis en 'n lasbrief vir eksekusie gedateer 6 April 1995 en uitgereik in die Landdroshof te Odendaalsrus, sal die reg, titel en belang in en tot die volgende onroerende eiendom verkoop word voor die Landdroskantore, Odendaalsrus, op 9 Junie 1995 om 09:00:

Erf 1354, geleë in die dorpsgebied Kutlwanong, distrik Odendaalsrus, groot 341 (drie vier een) vierkante meter, gehou kragtens Sertifikaat van Geregistreerde Huurpag TL3297/1988, geregistreer op 18 Augustus 1988, en onderworpe aan sodanige voorwaardes as wat meer volledig sal blyk uit die genoemde sertifikaat van geregistreerde huurpag.

Verbeterings daarop: Sitkamer, eetkamer, kombuis, twee slaapkamers, badkamer en toilet (ten opsigte waarvan geen waarborg gegee word nie).

Voorwaardes van verkoping:

1. Die eiendom sal voetstoots en onderworpe aan die goedkeuring van die Eksekusieskuldeiser binne 7 (sewe) dae, verkoop word aa die hoogste bieder en verder onderworpe aan die bepalings van die Wet op Landdroshowe, No. 32 van 1944, soos gewysig, en die reëls daarkragtens uitgevaardig.

Die koopprys sal soos volg betaalbaar wees: 'n Deposito van 10% (tien persent) van die koopprys in kontant of bankgewaarborgde tjek onmiddellik na afhandeling van die veiling en die onbetaalde balans tesame met rente op die koopprys teen 16,25% (sestien komma twee vyf persent) per jaar vanaf 1 Maart 1995 tot datum van registrasie van transport, sal binne 14 (veertien) dae betaal word of betaling gewaarborg word binne genoemde tydperk deur 'n goedgekeurde bankwaarborg.

3. Die volle verkoopvoorwaardes wat deur die afslaer uitgelees sal word onmiddellik voor die verkoping, kan gedurende kantoorure by die kantore van die Balju van die Landdroshof, Odendaalsrus, nagesien word en indien die inhoud van hierdie advertensie in enige opsig verskil van die terme en voorwaardes van die genoemde verkoopvoorwaardes, sal die verkoopvoorwaardes se terme en voorwaardes voorrang geniet en van toepassing wees op die verkoop van die eiendom.

Geteken te Odendaalsrus op die 11de dag van Mei 1995.

Grunow Frost & Viljoen, Prokureur vir Eiser, Viljoengebou, Odendaalstraat 51, Odendaalsrus, 9480. [Tel. (057) 4-4055/6.]

Saak 5221/95

#### IN DIE LANDDROSHOF VIR DIE DISTRIK WEKOM GEHOU TE WELKOM

In die saak tussen **Nedcor Bank Beperk,** Eksekusieskuldeiser, en **T. W. van Rooyen**, Eerste Eksekusieskuldenaar, en **C. C. van Rooyen**, Tweede Eksekusieskuldenaar

Ingevolge 'n vonnis in die Landdroshof, Welkom, en 'n lasbrief vir eksekusie gedateer 19 April 1995, sal die volgende eiendom by wyse van openbare veiling in eksekusie verkoop word op 23 Junie 1995 om 11:00, te die Tulbaghstraatingang van die Landdroskantoor, Welkom:

Erf 533, geleë te en bekend as Camillastraat 14, Riebeeckstad, Welkom, gesoneer vir woondoeleindes, groot 902 vierkante meter, gehou kragtens Transportakte T5874/88.

Verbeterings: 'n Drieslaapkamerwoonhuis bestaande uit sitkamer, woonkamer, eetkamer, kombuis, twee badkamers, motorafdak en motorhuis.

Voorwaardes van verkoping:

- 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.
- 2. Die koopprys sal as volg betaalbaar wees: 'n Deposito van 10% (tien persent) van die koopprys in kontant onmiddellik na afhandeling van die veiling en die onbetaalde balans tesame met rente daarop bereken teen 17,25% (sewentien komma twee vyf persent) per jaar vanaf datum van verkoping tot datum van registrasie van transport sal binne 21 (een-en-twintig) dae betaal word of gewaarborg word deur 'n goedgekeurde bank- of bougenootskapwaarborg.
- 3. Die volle verkoopvoorwaardes wat deur die afslaer uitgelees sal word onmiddellik voor die verkoping kan gedurende kantoorure by die kantoor van die Balju, Welkom, nagesien word.

Gedateer te Welkom op hierdie 5de dag van Mei 1995.

J. M. Pretorius, vir Wessels & Smith, Prokureurs vir Eksekusieskuldeiser, Eerste Verdieping, Wessels & Smithgebou, Heerenstraat 26–28, Welkom.

Saak 5220/95

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

In die saak tussen **Nedcor Bank Beperk**, Eksekusieskuldeiser, en **W. H. Barnard**, Eerste Eksekusieskuldenaar, en **S. G. Barnard**, Tweede Eksekusieskuldenaar

Ingevolge 'n vonnis in die Landdroshof, Welkom, en 'n lasbrief vir eksekusie gedateer 19 April 1995, sal die volgende eiendom by wyse van openbare veiling in eksekusie verkoop word op 23 Junie 1995 om 11:00, te die Tulbaghstraatingang van die Landdroskantoor, Welkom:

Erf 4129, geleë te en bekend as Anemoonstraat 18, Riebeeckstad, Welkom, gesoneer vir woondoeleindes, groot 833 vierkante meter, gehou kragtens Transportakte T12162/89.

Verbeterings: 'n Drieslaapkamerwoonhuis bestaande uit sitkamer, woonkamer, eetkamer, studeerkamer, kombuis, twee badkamers, twee motorhuise en swembad.

Voorwaardes van verkoping:

- 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.
- 2. Die koopprys sal as volg betaalbaar wees: 'n Deposito van 10% (tien persent) van die koopprys in kontant onmiddellik na afhandeling van die veiling en die onbetaalde balans tesame met rente daarop bereken teen 16,75% (sestien 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.
- Die volle verkoopvoorwaardes wat deur die afslaer uitgelees sal word onmiddellik voor die verkoping kan gedurende kantoorure by die kantoor van die Balju, Welkom, nagesien word.

Gedateer te Welkom op hierdie 5de dag van Mei 1995.

J. M. Pretorius, vir Wessels & Smith, Prokureurs vir Eksekusieskuldeiser, Eerste Verdieping, Wessels en Smithgebou, Heerenstraat 26–28, Welkom.

Saak 2778/94

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

In die saak tussen Odendaalsrus Munisipaliteit, Eksekusieskuldeiser, en E. Theko, Eksekusieskuldenaar

Ingevolge 'n vonnis in die Landdroshof, Odendaalsrus, en 'n lasbrief vir eksekusie, gedateer 5 Januarie 1995, sal die volgende eiendom by wyse van openbare veiling in eksekusie verkoop word op Vrydag, 23 Junie 1995 om 10:00, voor die Landdroshof:

Sekere Erf 978, geleë in die dorpsgebied Odendaalsrus (Ross Kent), distrik Odendaalsrus, groot 644 (seshonderd vier-enveertig) vierkante meter, gehou kragtens Akte van Transport 6551/1952 met kaart wat daarop betrekking het en gehou kragtens Akte van Transport 4165/1970.

Verbeterings: 'n Drieslaapkamerwoonhuis, bestaande uit sitkamer, kombuis, badkamer en toilet. Die eiendom is gesoneer vir woondoeleindes.

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.
- 2. Die koopprys sal as volg betaalbaar wees. 'n Deposito van 10% (tien persent) van die koopprys in kontant onmiddellik na afhandeling van die veiling en die onbetaalde balans tesame met rente na afhandeling teen 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.
- Die volle verkoopvoorwaardes wat deur die afslaer uitgelees sal word onmiddellik voor die verkoping kan gedurende kantoorure by die kantoor van die Balju, Odendaalsrus, nagesien word.

Geteken te Odendaalsrus op hierdie 25ste dag van April 1995.

Eugene Snyman, Conroygebou, Weeberstraat, Posbus 1055, Odendaalsrus, 9480. (Verw. 886/94.)

Saak 346/95

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

In die saak tussen ABSA Bank Bpk, handeldrywend as United Bank Divisie, Eiser, en mev. E. D. Webster (nee Du Bruyn), Verweerder

Ter uitvoering van 'n vonnis van bogenoemde Agbare Hof en 'n lasbrief tot eksekusie, sal 'n verkoping van die volgende eiendom van die bogenoemde Verweerder voor die Landdroskantoor, Ficksburg, gehou word op Vrydag, 7 Julie 1995 om 11:00, naamlik:

Erf 178, geleë in die dorp en distrik Ficksburg, ook bekend as Toornstraat 65, Ficksburg, groot 1 057 vierkante meter.

Terme: Die koper sal 10% (tien persent) van die koopprys 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 volledige verkoopvoorwaardes lê ter insae by die kantoor van die Balju te Ficksburg, en die kantoor van die Landdros te Ficksburg, gedurede kantoorure.

Gedateer die 15de dag van Mei 1995.

Du Plessis Bosch & Meyerowitz, p.a. Grewars, Posbus 685, Fonteinstraat 65, Ficksburg, 9730.

Saak 3110/93

#### IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Oranje-Vrystaatse Provinsiale Afdeling)

In die saak tussen **Jorico Transport BK**, Eiser, en **M. Nieuwoudt**, Eerste Verweerderes, en **M. Nieuwoudt N.O.**, Tweede Verweerder

Kragtens 'n vonnis van die Hooggeregshof van Suid-Afrika (Oranje-Vrystaatse Provinsiale Afdeling) gedateer 26 Augustus 1993 en kragtens 'n lasbrief vir eksekusie gedateer 7 Februarie 1994, sal die volgende eiendomme per publieke vieling vir kontant op Vrydag, 23 Junie 1995 om 09:00, voor die Landdroskantoor, Engelbrechtstraat, Viljoenskroon, Oranje-Vrystaat, aan die hoogste bieër verkoop word:

Die Verweerders se reg, titel en belang in en tot die eiendomme bekend as:

1. Restant (Kalogeros) van die plaas Vreesniet 251, distrik Viljoenskroon, groot 29,9786 hektaar, gehou deur die Tweede Verweerderes kragtens Akte van Transport T14605/92, verbeterings daarop: Luukse woonhuis, kantore en store geleë ses kilometer wes van Viljoenskroon.

- Restant Cronje's Rust 206, distrik Viljoenskroon, groot 328,0875 hektaar, gehou deur die Tweede Verweerderes, kragtens Transportakte T705/1993, verbeterings daarop hoofsaaklik lande met die nodige verbeterings, geleë 22 km noord vanaf Viljoenskroon.
- 3. Die plaas Cronjesrust Noord 418, distrik Viljoenskroon, groot 116,5726 hektaar, gehou deur Tweede Verweerderes kragtens Transportakte T22261/92, verbeterings daarop hoofsaaklik lande met die nodige verbeterings, geleë 22 kilometer noord van Viljoenskroon.
- 4. Die plaas Johannarust 307, distrik Viljoenskroon, groot 93,6946 hektaar, gehou deur die Tweede Verweerderes kragtens Transportakte T22261/92, verbeterings daarop hoofsaaklik puik lande, goed verbeter, geleë 15 kilometer noord van Viljoenskroon.

Meer besonderhede en 'n afskrif van die verkoopvoorwaardes is ter insae by die kantoor van meneer A. Richter, Balju van die Hooggeregshof, Posbus 138, Viljoenskroon, telefoon (056) 3-0054 (alle ure) (antwoordmasjien) en ook by die kantore van die prokureurs vir die Eksekusieskuldeiser, menere Symington & De Kok, Derde Verdieping, NBS-gebou, Elizabethstraat, Bloemfontein, gedurende kantoorure.

Geteken te Bloemfontein hierdie 23ste dag van Mei 1995.

L. Strationg, vir Symington & De Kok, Prokureur vir Eiser, Bloemfontein. [Tel. (051) 30-2281.]

Case 3248/95

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

In the matter between ABSA Bank Limited (Allied), Plaintiff, and John Kalane, Defendant

In pursuance of a judgment in the Court of the Welkom Magistrate's Court, granted on 28 March 1995 and a warrant of execution, the following property will be sold in execution, without reserve subject to the provisions of section 66 (2) of the Magistrates' Courts Act, 1994, as amended, to the highest bidder at 11:00 on 23 June 1995, at the Tulbach Street Entrance, to the Magistrate's Court, Welkom, namely:

Certain Erf 5583, situated in the Township Thabong, District of Welkom, measuring 255 (two hundred and fifty-five) square metres, held by the Defendant by virtue of Certificate of Registered Grant of Leasehold TL1483/1988, known as 5583 Thabong.

Improvements: Residential property with: Lounge, kitchen, three bedrooms, bathroom with toilet (none of which are guaranteed).

Terms:

- 1. The purchase price is payable as follows:
- 1.1 10% (ten per cent) on the day of the sale; and
- 1.2 the balance together with interest shall be paid or secured by a bank or building society guarantee within 14 days after the date of the sale.
- 2. The sale shall in all respects be governed by the applicable provisions of the Magistrates' Courts Act of 1944, as amended, and the rules promulgated thereunder.
  - 3. The property shall be sold voetstoots to the highest bidder.
- 4. The purchaser shall be liable for and shall pay to the Plaintiff's conveyancer's on request, the fees of the Messenger of the Court for acting as auctioneer and all amounts necessary to obtain transfer of the property, including stamp duty, the costs of transfer and all such rates and taxes and other amounts including VAT as are payable to obtain a certificate in terms of any relevant section of the Local Government Ordinance (Orange Free State).

The full conditions of sale may be inspected prior to the sale at the offices of the Sheriff for the District of Welkom, 100 Constantia Street, Welkom. The said conditions of sale will be read out by the Sheriff immediately prior to the sale.

Dated at Welkom on this 22nd day of May 1995.

M. C. Louw, for Daly & Neumann Incorporated, Attorney for Plaintiff, Dalman House, Graaf Street, Welkorn, 9459. (Ref. Mr M. C. Louw/LVR/AL797.)

Case 3245/95

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

In the matter between ABSA Bank Ltd (Allied), Plaintiff, and Thulo September Thito, First Defendant, and Alitta Selloane Thito, Second Defendant

In pursuance of a judgement in the Court of the Welkom Magistrate's Court granted on 17 March 1995, and a warrant of execution, the following property will be sold in execution, without reserve subject to the provisions of section 66 (2) of the Magistrate's Courts Act, 1944, as amended, to the highest bidder on 23 June 1995 at 11:00, at the Tulbach Street Entrance, to

Certain: Erf 13782, situate in the Township of Thabong, District of Welkom, measuring 340 (three hundred and forty) square metres, held by the Defendants by virtue of Certificate of Registered Right of Leasehold TL2030/1988, known as 13782 Thabong.

Improvements: Residential property with lounge, dining-room, kitchen, three bedrooms, bathroom, toilet (none of which are guaranteed).

Terms:

- 1. The purchase price is payable as follows:
- 1.1 10% (ten per cent) thereof on the day of the sale; and

- 1.2 the balance together with interest shall be paid or secured by a bank or building society guarantee within 14 days after the date of the date of the sale.
- 2. The sale shall in all respects be governed by the applicable provisins of the Magistrates' Courts Act, of 1944, as amended, and the rules promulgated thereunder.
  - The property shall be sold voetstoots to the highest bidder.
- 4. The purchaser shall be liable for and shall pay to the Plaintiff's conveyancer's on request, the fees of the messenger of court for acting as auctioneer and all amounts necessary to obtain transfer of the property, including stamp duty, the cots of transfer and all such rates and taxes and other amounts including VAT as are payable to obtain a certificate in terms of any relevant section of the Local Government Ordinance (Orange Free State).

The full conditions of sale may be inspected prior to the sale at the offices of the Sheriff of for the District of Welkom, 100 Constantia Street, Welkom. The said conditions of sale will be read out by the Sheriff immediately prior to the sale.

Dated at Welkom on this 22nd day of May 1995.

M. C. Louw, for Daly & Neumann Incorporated, Attorney for Plaintiff, Dalman House, Graaf Street, Welkom, 9459. (Ref. M. C. Louw/LVR/AL795.)

Case 3250/95

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

In the matter between ABSA Bank Ltd (Allied), Plaintiff, and Dikotsi Johannes Mololo, First Defendant, and Mutidoill Sarah Mololo, Second Defendant

In pursuance of a judgement in the Court of the Welkom Magistrate's Court granted on 17 March 1995, and a warrant of execution, the following property will be sold in execution, without reserve subject to the provisions of section 66 (2) of the Magistrates' Courts Act, 1944, as amended, to the highest bidder on 23 June 1995 at 11:00, at the Tulbach Street Entrance, to the Magistrate's Court, Welkom, namely certain:

Certain: Erf 10224, situate in the Township of Thabong, District of Welkom, measuring 300 (three hundred) square metres, held by the Defendants by virtue of Certificate of Registered Right of Leasehold TL524/1988, known as 10224 Thabong.

Improvements: Residential property with lounge, dining-room, kitchen, three bedrooms, bathroom with toilet (none of which are guaranteed).

Terms:

- The purchase price is payable as follows:
- 1.1 10% (ten per cent) thereof on the day of the sale; and
- 1.2 the balance together with interest shall be paid or secured by a bank or building society guarantee within 14 days after the date of the date of the sale.
- 2. The sale shall in all respects be governed by the applicable provisions of the Magistrates' Courts Act, of 1944, as amended, and the rules promulgated thereunder.
  - The property shall be sold voetstoots to the highest bidder.
- 4. The purchaser shall be liable for and shall pay to the Plaintiff's conveyancer's on request, the fees of the messenger of court for acting as auctioneer and all amounts necessary to obtain transfer of the property, including stamp duty, the cots of transfer and all such rates and taxes and other amounts including VAT as are payable to obtain a certificate in terms of any relevant section of the Local Government Ordinance (Orange Free State).

The full conditions of sale may be inspected prior to the sale at the offices of the Sheriff of for the District of Welkom, 100 Constantia Street, Welkom. The said conditions of sale will be read out by the Sheriff immediately prior to the sale.

Dated at Welkom on this 22nd day of May 1995.

M. C. Louw, for Daly & Neumann Incorporated, Attorney for Plaintiff, Dalman House, Graaf Street, Welkom, 9459. (Ref. M. C. Louw/LVR/AL798.)

Case 5312/95

#### IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between Nedcor Bank Ltd, Plaintiff, and Sello Daniel Moahloli, First Defendant, and Buziwe Elisa Moahloli, Second Defendant

A Sale in execution of the undermentioned property is to be held without reserve at the Magistrate's Court Offices, Philip Street, Parys, on Wednesday, 28 June 1995 at 10:00:

Full conditions of sale can be inspected at the Sheriff, Parys, N V Building, Mare Street, Parys, 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 Site 3354, situate in the Town Tumahole, District of Parys.

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.] (Our Ref. B. du Plooy/LVDM/GT 2223.)

## PUBLIC AUCTIONS, SALES AND TENDERS OPENBARE VEILINGS, VERKOPE EN TENDERS

#### TRANSVAAL

#### UBIQUE AFSLAERS

In opdrag van die Kurator in die insolvente boedel **L. J. de Villiers**, sal ons die bates verkoop te Zeerust Noord-Wes Produkte, Zeerust, om 10:00, en te Elandsfontein, Lichtenburg, op 14 Junie 1995 om 14:00.

Terme: Kontant of bankgewaarborgde tjeks.

Telefoon: (0148) 294-7391 en 297-3841.

Ubique Afslaers, Die Meent, Van Riebeeckstraat 123, Posbus 208, Potchefstroom.

#### **VAN'S AFSLAERS**

#### VEILING EIENDOM

In opdrag van die Kurator van insolvente boedel C. S. Grobler, T3004/94, verkoop Van's Afslaers ondervermelde eiendom, onderhewig aan bekragtiging, per openbare veiling op 7 Junie 1995 om 11:00, te Gedeelte 5, Benadeplaats 93, distrik Marico.

Beskrywing: Gedeeltes 5 en 6, Benadeplaats 83 JO, Marico.

Groot: 239,0952 hektaar.

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CONTRACTOR AND AND

Betaling: 10% (tien persent) deposito plus kommissie. Balans binne 30 dae.

Inligting: Van's Afslaers, Tel. (012) 335-2974.

## BESTORWE BOEDELVEILING VAN 'N VIDEOWINKEL AS LOPENDE SAAK, VRUGTEPLAAS, TREKKER, IMPLEMENTE, HOUTWERKMASJINERIE EN VOERTUIE TE TZANEEN, ASOOK WONING TE MARGATE

In opdrag van die Eksekuteur in die boedel van wyle **Petrus Gysbertus Roos**, Boedelnommer 19055/94, verkoop ons ondergenoemde plaas, videowinkel en los bates per openbare veiling op Maandag, 12 Junie 1995.

## 10:00—WOLKEBERG VIDEOWINKEL (as lopende saak)

Plek van veiling: Hoek van Aqua- en Danie Joubertstraat, Aquasentrum, Tzaneen.

± 3 000 Videos, rekenaar, faksmasjien, fotostaatmasjien, meubelvoorraad, televisie, ens. BTW sal gehef word op koopprys van winkel. Vir verdere navrae skakel Henri by Tel. (01523) 307-2261.

#### 11:00—PLAAS YAMORNA (sien ligging)

Ligging: Vanaf Tzaneen ry op die Lydenburgpad vir 4,6 km. Draai regs in by plaas (regoor Yamorna-vrugtestalletjie).

Beskrywing van eiendom: Gedeelte 30 ('n gedeelte van Gedeelte 22), van die plaas Yamorna 558, distrik Tzaneen, Registrasieafdeling LT, Transvaal.

Groot: 15,8715 hektaar.

Verbeterings: Die plaas is omhein en verdeel in twee kampe. Twee gerieflike woonhuise.

Eerste woning: 14-vertrekwoning met alle geriewe.

Tweede woning: Agt-vertrekwoning met alle geriewe.

Landerye: ± 100 lietsjie-, 50 mango-, en 100 avokadopeerbome. Mikrobesproeiing uit sement opgaardam. Twee boorgate waarvan een elektries toegerus is.

Implemente: Eentand-ripper, skrootyster, Rex-elektriese ystersaag, slypmasjiene, Rexon-silinderkop-slyper, twee Kity-hout-draaibanke, Junior-houtskaafmasjien, twee Toolpost-10-ton hysers, 20 mm-polithenepyp met micros, Amco-1,5 m-hoeveelheid boute, Bigboy 80-houtskuurmasjien, Cabal-snyer, Schepach-stofsuigmasjien, Rock-betonmenger, Tipper-sleepwa, en bossiekapper.

Trekker: Yanmar-diesel trekker 4 × 4 YM 330D.

Voertuie: 1985 Opel Senator 3ℓ en 1985 4 × 4 Suzuki Jeep SJ410.

#### MARGATE, Saterdag, 8 Julie 1995 om 11:00.

Plek van veiling: Marinerylaan 110, Margate.

Verbeterings: Twee slaapkamerwoning met badkamer, sitkamer, eetkamer, televisiekamer en kombuis.

- (i) Eiendom-20% (twintig persent) deposito en balans binne 45 dae na bekragtiging.
- (ii) Los bates Streng kontant of bankgewaarborgde tjeks alleenlik.
- (iii) BTW-BTW is eksklusief van koopprys op videowinkel.

Navrae: Skakel Amanda by Tel. (012) 322-8330/1.

Reg word voorbehou om goedere by te voeg of weg te laat.

#### CAHI AUCTIONEERS APPRAISERS AND STOCK LIQUIDATORS

#### REGISTRATION No. CK87/12616/23

INSOLVENT ESTATE AUCTION, 256 HECTARE FARM, WITH 83 HECTARE IRRIGATION RIGHTS FROM DUARS RIVER, TWO EQUIPPED BOREHOLES, FOUR-BEDROOM HOME AND 2 km ROAD FRONTAGE

Duly instructed by the Trustee in the insolvent estate J. Gouws, Master's Reference No. T4034/94, we will sell Friday, 2 June 1995 at 12:00, on site, Portion 2 of the farm Leeudrift, Registration Division KR 89.

Directions: 6 km from Vaalwater on the Ellisras Road.

View by appointment.

Terms: 10% (ten per cent) deposit on the fall of the hammer (cash or bank-guaranteed cheques only). Balance within 30 days after confirmation.

For further info contact Greg of Cahi Auctioneers, 99 Beatrix Street, Arcadia, Pretoria. Tel. (012) 325-7250. Fax. (012) 324-2215.

#### TRAKMAN'S AUCTION SALES

Instructed thereto by the Liquidator of Steins Mans Shop CC, in liquidation, Master's Ref. No. T4734, we will sell the assets at Martins Transport, Plot 48, Rietspruit, Klip River, on Tuesday, 13 June 1995 at 10:30.

Terms: Cash.

Phone: (011) 614-7135.

Trakman's Auctioneers (Pty) Ltd, P.O. Box 53544, Troyville, 2139.

#### TRAKMAN'S AUCTION SALES

Instructed thereto by the Liquidator of Matilda Investments CC, in liquidation, trading as M. Levison, Master's Ref. No. T136/95, we will sell the assets at Martins Transport, Plot 48, Rietspruit, Klip River, on Tuesday, 13 June 1995 at 10:30.

Terms: Cash.

Phone: (011) 614-7135.

Trakman's Auctioneers (Pty) Ltd, P.O. Box 53544, Troyville, 2139.

#### TRAKMAN'S AUCTION SALES

Instructed thereto by the Liquidator of Concept Litho (Pty) Ltd, in liquidation, trading as Duke of Carlton & Canadian Club, Master's Ref. No. T359/95, we wiii sell the assets at Martins Transport, Plot 48, Rietspruit, Klip River, on Tuesday, 13 June 1995 at 10:30.

Phone: (011) 614-7135.

Terms: Cash.

Trakman's Auctioneers (Pty) Ltd, P.O. Box 53544, Troyville, 2139.

#### TRAKMAN'S AUCTION SALES

Instructed thereto by the Liquidator of Ronald Michael Outfitters CC, in liquidation, Master's Ref. No. T357/95, we will sell the assets at Martins Transport, Plot 48, Rietspruit, Klip River, on Tuesday, 13 June 1995 at 10:30.

Terms: Cash.

Phone: (011) 614-7135.

Trakman's Auctioneers (Pty) Ltd, P.O. Box 53544, Troyville, 2139.

#### MANNIE AUCTIONEERING COMPANY

#### INSOLVENT ESTATE R. A. AND D. HAMILTON

MASTER'S REFERENCE No. T1197/95

Duly instructed by the Provisional Trustee in the above matter we will sell by public auction on the spot, 10 Hornsea Road, Ferryvale, Nigel, on Friday, 23 June 1995 at 10:30, the following:

Magnificent five-bedroomed home with family room, delightful pool and lovely entertainment area, Ferryvale, Nigel.

Certain Erf 450, situated at 10 Hornsea Road, Ferryvale, Nigel, measuring approximately 1 736 square metres, upon which is erected a magnificent home comprising: Entrance hall with tiled floor, lounge with feature pillars, dining-room, family room, pine staircase, fully fitted mondern kitchen, five large bedrooms (main with bathroom en suite), two additional bathrooms, balcony leading off fifth bedroom, double garage, maid's room, tiled patio, brick-paved driveway, large well-maintained garden, entertainment area with built-in braai, wendy-house and precast walling.

Terms: 15% (fifteen per cent) deposit on the signature of the conditions of sale and the balance within 30 days from date of confirmation.

On view, Mondays, Wednesdays and Thursdays from 10:00 to 14:00.

Mannie Auctioneering Company, Tel. (011) 334-3810, Fax. (011) 334-1542.

#### MANNIE AUCTIONEERING COMPANY

#### INSOLVENT ESTATE J. C. VAN LOGGERENBERG

#### MASTER'S REFERENCE No. T3747/94

Duly instructed by the Provisional Trustee in the above matter we will sell by public auction on the spot, 34 Third Avenue, Geduld, Springs, on Monday, 19 June 1995 at 10:30, the following:

Three-bedroomed home, Geduld, Springs.

Certain Erf 683, situated at 34 Third Avenue, Geduld, Springs, measuring appoximately 495 square metres, upon which is erected a residence comprising entrance hall, lounge/dining-room with fireplace, kitchen, three bedrooms bathroom, double garage, maid's room and toilet, store-room, brick-paved yard and driveway.

Terms: 15% (fifteen per cent) deposit on signature of the conditions of sale and the balance within 30 days from date of confirmation.

For viewing, contact the auctioneers.

Mannie Auctioneering Company, Tel. (011) 334-3810, Fax. (011) 334-1542.

#### AUCTRADE AFSLAERS

#### INSOLVENTE BOEDELVEILING VAN 'N LANDBOUHOEWE MET 'N MODERNE DRIESLAAPKAMERWONING EN 'N WOONSTEL, GELEË TE VLAKLAAGTE, WITBANK

In opdrag van die Kurator in die insolvente boedel **W. Lees**, Meestersverwysing T883/95, verkoop ons die ondervermelde eiendom per publieke veiling ter plaatse op 7 Junie 1995 om 10:00, te Hoewe 8, Vlaklaagte, Witbank.

Eiendomsbeskrywing: Hoewe 8, Vlaklaagte, Witbank.

Grootte: 8,56 hektaar.

Verbeterings: Woning bestaande uit drie slaapkamers, twee badkamers, sitkamer, eetkamer, TV-kamer, kombuis met houtkaste, spens en opwaskamer. Die huis het ook volvloermatte en duursame teëls.

Woonstel: Woonstel bestaande uit twee slaapkamers, badkamer, sit-/eetkamer en kombuis.

Buitegeboue: Vier motorhuise, hoenderhokke, grasdaklapa, swembad en met 'n gevestigde tuin.

Rigtingwyser: Volg die Ogiespad vanaf Witbank vir 10 kilometer, draai links by Landau-afrit, draai weer regs, eerste plot op regterkant.

Verkoopvoorwaardes: 10% (tien persent) van die koopprys in kontant of bankgewaarborgde tjek met die toeslaan van die bod. Die verkoping is onderhewig aan bekragtiging. Waarborge ter versekering van die balans van die koopprys moet voorsien word binne 30 dae na bekragtiging van die verkoping.

Besigtiging/besonderhede: Daagliks tussen 08:00 en 18:00 of skakel die afslaer by Tel. (012) 87-2346 of by Selfoon 082-5548-617.

Auctrade Afslaers, Pobus 30124, Sunnyside, Pretoria, 0132. Tel. (012) 87-2346. Sel. 082-5548-617.

#### TRAKMAN'S AUCTION SALES

Instructed thereto by the Liquidator of **Shannon Plumber Supplies CC (Pty) Ltd**, in liquidation, Master's Ref. T259/95, we will sell the assets at Martine Transport, Plot 48, Rietspruit, Klip River, on Tuesday, 13 June 1995 at 10:30.

Terms: Cash.

Phone: (011) 614-7135.

Trakman's Auctioneers (Pty) Ltd, P.O. Box 53544, Troyville, 2139.

#### **BOLAND BANK VEILINGS**

INSOLVENSIEVEILING VAN TEËLDAKWOONHUIS TE SOUTPANSBERGSTRAAT 16, UITBREIDING 2, SECUNDA, OP DINSDAG, 13 JUNIE 1995 OM 11:00 OP DIE PERSEEL

Behoorlik daartoe gemagtig deur die Kurator van die insolvente boedel P. H. en S. A. du Plooy, Meestersverwysing No. T4377/94, word ondergemelde eiendom per veiling aangebied:

Vaste eiendom: Erf 1904, Secunda-uitbreiding 2-dorpsgebied, Registrasieafdeling IS, Transvaal, groot 1 026 m².

Verbeterings: Vier slaapkamers, sitkamer, eetkamer, TV-kamer, opwaskamer, twee badkamers, kombuis, bediendetoilet en twee motorhuise waarvan een 50% (vyftig persent) voltooi is.

Finansiering beskikbaar indien vooraf gereël met Boland Bank Bpk.

Verkoopvoorwaardes: 10% (tien persent) deposito in kontant of bankgewaarborgde tjek met toeslaan van die bod. Waarborg vir die balans koopprys binne 30 dae vanaf datum van bekragtiging.

Navrae: Christie le Roux, Tel. (0136) 34-2151/2 en lan Coetzee, Tel. (012) 804-1440.

Afslaer: Koos van Rensburg, Tel. (012) 804-1440.

Boland Bank Veilings, Eastwaysentrum 246, Pretoriaweg, 617, Silverton.

#### MEYER AFSLAERS BK (CK91/13027/23)

INSOLVENTE BOEDELVEILING VAN PRAGTIGE VYFSLAAPKAMER-, TWEE EN 'N HALWE BADKAMERWONING TE AERORAND, MIDDELBURG, TRANSVAAL

Behoorlik daartoe gelas deur die Voorlopige Kurator, insolvente boedel P. W. K. Serfontein, Meestersverwysing No. T628/95, verkoop ons per publieke veiling onderhewig aan bekragtiging die volgende eiendom:

Erf 1858, geleë te Soutpansbergstraat 32, Aerorand, Middelburg, Transvaal, grootte 1 182 vierkante meter.

Verbeterings: Teëldakwoning, drie slaapkamers, volledige badkamer, aparte toilet, stort en wasbak, sitkamer, familiekamer en kombuis met eethoekie.

Woonstel: Aparte ingang, twee slaapkamers, badkamer en sitkamer. Motorhuis, dubbelafdak en gevestigde tuin.

Plek: Op die perseel, Soutpansbergstraat 32, Aerorand, Middelburg, Transvaal.

Datum en tyd: Dinsdag, 13 Junie 1995 om 11:30.

Afslaersnota: Goed geleë. Geskik vir groot gesin.

Verkoopvoorwaardes: 10% (tien persent) deposito in kontant of bankgewaarborgde tjek met toeslaan van bod. Waarborg vir die balans binne 30 dae vanaf datum van bekragtiging.

Besigtiging: Daagliks of reël met afslaers.

Verdere navrae: Kontak Anna van der Watt, Meyer Afslaers/Eiendomsagente, Tel. (012) 323-7821 of (012) 324-5119, Cell. 082-4483-932.

#### HARRY VAN NIEWENHUIZEN AFSLAERS

#### VEILING

Behoorlik daartoe gemagtig deur die Kurator in die insolvente boedel van Walters Lees, Meestersverwysing No. T883/95, word die ondergemelde goedere verkoop per openbare veiling:

Datum: 8 Junie 1995.

Tyd: 11:00.

Plek: Baljukantoor, Rhodesstraat 3, Witbank.

Goedere: Ridged machine, Regular-2 silinder enjin, Ford trekker, opwekker, Easy Strike-sweismasjien, katrol, twee grinders, twee bore, agt staaltafels, Suzuki-kragopwekker, twee Sealing-masjiene, oefenfiets, twee plastiese moulding masjiene, Easy Glide-grassnyer, Freez Point-vrieskas, Defy-vries/yskas, Pasteen-klavier, Telemaster TV, Speed Queen-wasmasjien, Kelvinator tuimeldroër, rusbank, 9-stuk eetkamerstel, telefoontafel, stoel, lessenaar, 4-stuk bruin sitkamerstel, 3-stuk room sitkamerstel, Warsap pomp, Gypsey-karavaan, 3 158 blikkies 410 g beeskerrie, 351 2,5 kg-mieliemeel, ses sakke met 500 g sout, Cut-off-masjien, pomp, grinder, sementmenger, rotavator, ploeg, bakkiekap, tippersleepwa, sleepwa, kunsmisstrooier, enjin, Hilux-enjin, grassnyer, Hilti-boor, vier koffietafels, 3-stuk muureenheid, Luxor TV, Sanyo-videomasjien, TV-trollie, vleissaag, tafel, draaibank en tafel, blou pomp, Transarc-sweismasjien, Janmar-dieselenjin, Miller-kragopwekker, Innerou-kompressor, Ford Thunderbird, Reg. No. DCD555T, 3 168 blikkies 410 g chilliemaalvleis, twee sakke met rys, 11 sakke met 500 g sop en sak met buikerboontjies.

Terme: Alle goedere word sonder reserwe aan die hoogste bieër verkop. Betalings kontant of bankgewaarborgde tjeks. Verdere voorwaardes sal by die veiling afgekondig word. Die reg word voorbehou om op enige stadium enige item te onttrek.

Vir vooraf besigtiging, skakel Harry of Werne, Tel. (0135) 656-2262 (kantoorure).

#### AUCOR (PTY) LTD

#### QUAGGA HOLDINGS LTD, IN LIQUIDATION

MASTER OF THE SUPREME COURT REFERENCE No. T3801/93

Front end loader at 14 Houtkop Street, Duncanville, Vereeniging, on Thursday, 8 June 1995, at 10:30.

The above is subject to change without prior notice.

View: Day prior to auction.

For further details please contact the auctioneers, Aucor (Pty) Ltd, 14 Apple Road, Wendywood. Tel. (011) 444-5550. Fax. 444-5551. S.A.I.A.

Rene Solyom, P.O. Box 76216, Wendywood, 2146. Tel. (011) 444-5550.

#### AUCOR (PTY) LTD

#### PEDICO, IN LIQUIDATION

#### MASTER OF THE SUPREME COURT REFERENCE No. T131/95

Earthmoving equipment and trucks, at 14 Houtkop Street, Duncanville, Vereeniging, on Thursday, 8 June 1995, at 10:30. The above is subject to change without prior notice.

View: Day prior to auction.

For further details please contact the auctioneers, Aucor (Pty) Ltd, 14 Apple Road, Wendywood. Tel. (011) 444-5550. Fax.

Rene Solyom, P.O. Box 76216, Wendywood, 2146. Tel. (011) 444-5550.

#### PARK VILLAGE AUCTIONS

## STONE MANOR, RIVONIA, PORTION 5 OF 15 EDENBERG (PTY) LTD, IN LIQUIDATION

#### MASTER'S REFERENCE No. T549/95

Duly instructed by the Liquidator in the above-mentoned matter, we will sell by public auction, on site at Stone Manor, 318 Rivonia Boulevard, Rivonia Road, Edenberg (Rivonia), District of Sandton, Gauteng, on Thursday, 8 June 1995, commencing at 10:30, an office building.

For further particulars and viewing contact the auctioneer, Park Village Auctions, Tel. (011) 789-4375. Telefax (011) 789-4369.

#### PARK VILLAGE AUCTIONS

#### INSOLVENT ESTATE J. B. FALCONER

#### MASTER'S REFERENCE No. T4624/94

Duly instructed by the Provisional Trustee of the above-mentioned insolvent estate, we will sell by public auction, on site at 17 Roxie Road, Northwold Extension 2, Randburg, District of Gauteng, on Monday, 5 June 1995, commencing at 10:30, a two-bedroomed home.

For further particulars and viewing contact the auctioneer, Park Village Auctions, Tel. (011) 789-4375. Telefax (011)

#### PARK VILLAGE AUCTIONS

#### INSOLVENTE ESTATE GREGORY BRIAN HUNT

#### MASTER'S REFERENCE No. T752/95

Duly instructed by the Trustee in the above-mentioned insolvent estate, we will sell by public auction, on site at Portion 44, of the farm Kruitfontein 511, Magaliesburg JQ, Transvaal, District of Krugersdorp, Gauteng, on Wednesday, 7 June 1995, on Wednesday, 7 June 1995,

For further particulars and viewing contact the auctioneer, Park Village Auctions, Tel. (011) 789-4375. Telefax (011)

#### **PHIL MINAAR AFSLAERS**

#### BOEDEL WYLE T. M. PIRZENTHAL

Behoorlik gemagtig deur die Eksekuteur in bogenoemde boedel, verkoop ons per opebare veiling, op die perseel, op 3 Junie 1995 om 10:00, Erf 203, Luipaardsvlei, Krugersdorp, asook los bates.

Voorwaardes

Onroerend: 20% (twintig persent) van verkoopprys kontant of bankgewaarborgde tjek met toeslaan van bod. Restant deur verskaffing van waarborge binne dertig (30) dae van bevestiging van verkoping.

Roerend: Kontant of bankgewaarborgde tjek.

Phil Minnaar Afslaers, Johannesburg, Tel. (011) 475-5133.

#### PARK VILLAGE AUCTIONS

#### INSOLVENT ESTATE, G. B. HUNT

#### MASTER'S REFERENCE NUMBER T752/95

Duly instructed by the Trustee in the above-mentioned insolvent estate, we will sell by public auction, on the site, at 14 Nelmapius Street, corner of Aschenberg Street, Chamdor Extension 1, District of Krugersdorp, Gauteng, on Tuesday, 6 May 1995, commencing at 10:30; a medium sized factory building.

For further particulars and viewing contact the auctioneer, Park Village Auctions. Telephone No. (011) 789-4375. Telefax No. (011) 789-4369.

#### **WESTVAAL AFSLAERS**

#### INSOLVENTE BOEDELVEILING VAN 'N WONING

In opdrag van die Kurator in die insolvente boedel van **Wessel Johannes du Bruyn**, Meestersverwysing No. T646/94, sal ons die volgende eiendom per publieke veiling vir verkoping aanbied op die perseel te Krugersdorp, op Donderdag, 8 Junie 1995 om 11:00, te Plot 68, Protearif, Krugersdorp, sekere Hoewe 68, Protearif, distrik Krugersdorp, ook bekend as Plot 68, Protearif, Krugersdorp.

Beskrywing: Groot sinkdakwoning, ingangsportaal, formele sitkamer, TV-kamer, kombuis en opwaskamer, volledige badkamers, ruim stoep, drie slaapkamers met ingeboude kaste, hoofslaapkamer met aangrensende volledige badkamer, ruim toegeboude stoep, drie garages en enkelmotorafdak. 'n Tweede teëldakwoning met muur-tot-muur matte, groot ingangsportaal, sitkamer, drie slaapkamers met ingeboude kaste, kombuis en opwasgedeelte, badkamer en aparte toilet en omhein met voorafvervaardigde betonmure aan die voorkant; ook 1991 1.6 Toyota Carola G. L. voertuig en verskeie juwele.

Besigtiging: Deur afspraak met die afslaer.

Betaling: 10% (tien persent) deposito van die totale koopprys in kontant of bankgewaarborgde tjek, balans van koopsom binne 30 dae. Verkoopvoorwaardes sal deur afslaers uitgelees word voor toeslaan van die bod. Die afslaer behou die reg voor om die veiling te enige tyd te kanselleer of af te las sonder vooraf kennisgewing.

Afslaers: Westvaal Afslaers.

Navrae: Mnr. Karel du Plessis/mev. Van der Merwe, Tel. 953-1830/1 (kantoorure).

#### CAPE · KAAP

#### **LEVCO GROEP AFSLAERS**

#### INSOLVENTE BOEDEL MARIA MARGARETHA MAGDALENA COETZEE

#### MEESTERSVERWYSING No. C622/94

Kennis word hiermee gegee in terme van artikel 82 (1) van die Insolvensiewet dat die eiendom geleë te Goldbellstraat 50, Hillcrest Heights, Blue Downs, bekend as Erf 3537, Bluedowns, per publieke veiling verkoop gaan word deur Levco Group Afslaers, op Dinsdag, 13 Junie 1995 om 10:30.

Vir verdere inligting skakel Rael Levitt, Tel. (021) 948-5744, Posbus 1010, Sanlamhof, 7532.

Johan Durr, Kurator, Smuts Kempt Smal & Durr, Posbus 1561, Durbanville, 7550.

#### PLASE TE KOOP

Op las van die Land- en Landboubank van Suid-Afrika sal die Balju: Hooggeregshof, Elliot op 23 Junie 1995 om 10:00 voor die Landdroskantoor te Elliot die ondergemelde eiendomme by publieke veiling verkoop:—

(1) Restant van Gedeelte 2 (LANGKLOOF) van die plaas DRIEFONTEIN Nr. 296, in die Afdeling van Barkly-Oos

GROOT 365,3651 hektaar

Eiendom (1) Blykens Akte van Transport T11602/1972

(2) Gedeelte 4 ('n gedeelte van Gedeelte 1) van die plaas DOOR-DRIFT Nr. 286, in die Afdeling van Barkly-Oos

GROOT 164,5600 hektaar

Eiendom (2) Blykens Akte van Transport T1699/1985

(3) Die plaas SUAINABHAL Nr. 489, in die Afdeling van Elliot

GROOT 761.6882 hektaar

Eiendom (3) Blykens Akte van Transport T27897/1975

(4) Die plaas BORVABOST Nr. 502, in die Afdeling van Elliot

GROOT 207,8503 hektaar

Eiendom (4) Blykens Akte van Transport T66243/1990

(5) Gedeelte 6 ('n gedeelte van Gedeelte 1) van die plaas KILCHAMAIG Nr. 8, in die Afdeling van Elliot

GROOT 123,1000 hektaar

(6) Die restant van Gedeelte 1 van die plaas CNOCHFRAING Nr. 70, in die Afdeling van Elliot

GROOT 148,1757 hektaar

(7) Die restant van die plaas KILCHAMAIG Nr.8, in die Afdeling van Elliot

GROOT 391,0447 hektaar

(8) Die plaas UDINE Nr. 94, in die Afdeling van Elliot

GROOT 386,8726 hektaar

Eiendomme (5) tot (8) Blykens Akte van Transport T62825/1987

in die naam van HAROLD ROBDON FLETCHER

Ligging van hierdie eiendomme:-

Eiendom (1): 41km noordwes van Elliot

Eiendom (2): 55km noordwes van Elliot

Eiendom (3): 16km wessuidwes van Elliot

Eiendom (4): 40km wes van Elliot

Eiendomme (5) en (7): 15km noordwes van Elliot

Eiendom (6): 15km wesnoordwes van Elliot

Eiendom (8): 15km wesnoordwes van Elliot

Geboue en verbeterings wat beweer word om op die eiendomme te bestaan is:-

Eiendom (1): 2 Store, stalle, stoor met afdak en stoorkamers. Veekerend omhein en verdeel in kampe. Fontein en sement reservoir. Saalboomspruit.

Eiendom (2): Woonhuis, stoor en stalle. Veekerend omhein en verdeel in kampe. Fonteine. Saalboomspruit.

Eiendom (3): Woonhuis, 2 rondawels, enjinkamer, motorhuis, 2 store, stoorkamer, skoolgebou en 5 arbeidershutte, Veekerend omhein en verdeel in kampe. Boorgat, 2 suipkrippe, fonteine en gronddam. Donachtabanerivier.

Eiendom (4): Woonhuis, rondawel en stoor. Veekerend omhein en verdeel in kampe. Fonteine. Kwavoyizanarivier.

Eiendomme (5) tot (7): Woonhuis, motorhuis, stoor met afdak en 3 arbeidershuise. Veekerend omhein en verdeel in kampe.

Eiendom (8): 2 Woonhuise en stoor. Veekerend omhein en verdeel in kampe.

Watervoorraad op eiendomme (5) tot (8): Boorgat, fonteine en sement reservoir. Tsomorivier.

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 huurkooporeenkoms 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 16,5% 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, koopooreenkomste en/of vruggebruik.

Die Landbank behou hom die reg voor om enige eiendom wat te koop aangebied word te enige tyd van die verkoping te onttrek.

VERWYSINGSNOMMER: DCAH 00551 01G 03G 04G 05G 06G 08G 11G (REGTE)

Land- en Landboubank van Suid-Afrika, Posbus 375, Pretoria, 0001. Mei 1995.

#### NATAL

#### AUCOR (NATAL) (PTY) LTD

Duly instructed by the liquidators of **Allmeat Traders CC**, in liquidation, Master's Ref. No. N91/95, the movable assets will be sold on public auction at our mart on 13 June 1995 at 10:30, at 55 Alexandra Street, Durban.

## ORANGE FREE STATE ORANJE-VRYSTAAT

#### PLASE TE KOOP

Op las van die Land- en Landboubank van Suid-Afrika sal die Balju: Hooggeregshof, DEWETSDORP op 23 Junie 1995 om 10:00 voor die Landdroskantoor te DEWETSDORP die ondergemelde eiendomme by publieke veiling verkoop:—

(1) Restant van die plaas KLEIN DASPOORT 312, distrik Dewetsdorp

GROOT: 107,8988 hektaar

(2) Die plaas GELUKSVLEI 41, distrik Dewetsdorp

GROOT: 264,2402 hektaar

(3) Die plaas DANKBAAR 414, distrik Dewetsdorp

GROOT: 321,3851 hektaar

Eiendomme (1) tot (3) blykens Akte van Transport T5563/1989

in die naam van KLEIN DASPOORT BOERDERY BK

Ligging van hierdie eiendomme:-

17 km oossuidoos van Dewetsdorp

Geboue en verbeterings wat beweer word om op die eiendomme te bestaan is:

Eiendomme (1) tot (3): Woonhuis, skuur, 2 bulstalle, 2 buitekamers, motorhuis, koeistal, 7 arbeidershuise en ou woonhuis. Veekerend omhein en verdeel in kampe. 5 Boorgate, 3 sementdamme, sinkdam, 3 gronddamme en spruit.

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 huurkoopooreenkoms 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 16,5% 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, koopooreenkomste en/of vruggebruik.

Die Landbank behou hom die reg voor om enige eiendom wat te koop aangebied word te enige tyd van die verkoping te onttrek.

VERWYSINGSNOMMER: BBAE 04503 01G (REGTE)

Land- en Landboubank van Suid-Afrika, Posbus 375, Pretoria, 0001. 25 Mei 1995.

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