

REPUBLIC
OF
SOUTH AFRICA



REPUBLIEK
VAN
SUID-AFRIKA

Government Gazette Staatskoerant

Vol. 354

PRETORIA, 2 DECEMBER
DESEMBER 1994

No. 16113

*LEGAL
NOTICES*

*WETLIKE
KENNISGEWINGS*

B

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

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

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

(COMMENCEMENT: 1 APRIL 1994)

LIST OF FIXED TARIFF RATES

*Rate per
insertion*

Standardised notices

R

ADMINISTRATION OF ESTATES ACTS NOTICES: Forms J 297, J 295, J 193 and J 187	12,60
BUSINESS NOTICES	30,00
INSOLVENCY ACT AND COMPANY ACTS NOTICES: Forms J 28, J 29 and Forms 1 to 9	25,20
N.B.: Forms 2 and 9—additional statements according to word count table, added to the basic tariff.	
LOST LIFE INSURANCE POLICIES: Form VL.....	15,10
UNCLAIMED MONEYS —only in the extraordinary <i>Government Gazette</i> , closing date 15 January (per entry of "name, address and amount")	7,40

Non-standardised notices

COMPANY NOTICES:

Short notices: Meetings, resolutions, offer of compromise, conversion of company, voluntary windings-up; closing of transfer or members' registers and/or declaration of dividends	57,60
Declaration of dividend with profit statements, including notes.....	132,60
Long notices: Transfer, changes with respect to shares or capital, redemptions, resolutions, voluntary liquidations	200,30

LIQUIDATOR'S AND OTHER APPOINTEES' NOTICES

LIQUOR LICENCE NOTICES in extraordinary *Gazette*:

All provinces appear on the first Friday of each calendar month	42,70
<i>(Closing date for acceptance is two weeks prior to date of publication.)</i>	

ORDERS OF THE COURT:

Provisional and final liquidations or sequestrations.....	75,20
Reductions or changes in capital, mergers, offer of compromise	200,30
Judicial managements, <i>curator bonus</i> and similar and extensive rules <i>nisi</i>	200,30
Extension of return date	25,20
Supersessions and discharge of petitions (J 158).....	25,20

SALES IN EXECUTIONS AND OTHER PUBLIC SALES:

Sales in execution	115,20
Public auctions, sales and tenders:	
Up to 75 words	35,10
76 to 250 words.....	90,20
251 to 350 words (more than 350 words—calculate in accordance with word count table).....	145,30

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

(INWERKINGTREDING: 1 APRIL 1994)

LYS VAN VASTE TARIWE

<i>Gestandaardiseerde kennisgewings</i>	<i>Tarief per plasing</i>
	R
BESIGHEIDSKENNISGEWINGS	30,00
BOEDELWETTEKENNISGEWINGS: Vorms J 297, J 295, J 193 en J 187	12,60
INSOLVENSIEWET- EN MAATSKAPPYWETTE-KENNISGEWINGS: Vorms J 28, J29 en Vorms 1 tot 9	25,20
L.W.: Vorms 2 en 9—bykomstige verklarings volgens woordetal-tabel, toegevoeg tot die basiese tarief.	
ONOPGEËISTE GELDE —slegs in die buitengewone <i>Staatskoerant</i> , sluitingsdatum 15 Januarie (per inskrywing van 'n "naam, adres en bedrag")	7,40
VERLORE LEWENSVERSEKERINGSPOLISSE: Vorm VL	15,10
 <i>Nie-gestandaardiseerde kennisgewings</i>	
DRANKLISENSIE-KENNISGEWINGS in buitengewone <i>Staatskoerant</i> :	
Alle provinsies verskyn op eerste Vrydag van elke kalendermaand	42,70
<i>(Sluitingsdatum van indiening is twee weke voor publiseringsdatum.)</i>	
GEREGTELIKE EN ANDER OPENBARE VERKOPE:	
Geregtelike verkope	115,20
Openbare veilings, verkope en tenders:	
Tot 75 woorde	35,10
76 tot 250 woorde.....	90,20
251 tot 350 woorde (meer as 350 woorde bereken volgens woordetal-tabel)	145,30
LIKWIDATEURS EN ANDER AANGESTELDES SE KENNISGEWINGS	45,20
MAATSKAPPYKENNISGEWINGS:	
Kort kennisgewings: Vergaderings, besluite, aanbod van skikking, omskepping van maatskappy, vrywillige likwidasies, ens.; sluiting van oordrag- of lede-registers en/of verklaring van dividende.....	57,60
Verklaring van dividende met profytstate, notas ingesluit	132,60
Lang kennisgewings: Oordragte, veranderings met betrekking tot aandele of kapitaal, aflossings, besluite, vrywillige likwidasies.....	200,30
ORDERS VAN DIE HOF:	
Voorlopige en finale likwidasies of sekwestrasies.....	75,20
Verlagings of veranderings in kapitaal, samesmeltings, aanbod van skikking.....	200,30
Geregtelike besture, <i>kurator bonis</i> en soortgelyke en uitgebreide bevele <i>nisi</i>	200,30
Verlenging van keurdatum	25,20
Tersydestelling en afwysings van aansoeke (J 158)	25,20

WORD COUNT TABLE

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

WOORDETAL-TABEL

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

Number of words in copy Aantal woorde in kopie	One insertion Een plasing	Two insertions Twee plasinge	Three insertions Drie plasinge
	R	R	R
1- 100	42,70	60,20	72,70
101- 150	62,60	90,20	107,70
151- 200	85,20	120,20	145,30
201- 250	105,30	150,10	180,30
251- 300	125,20	180,30	215,40
301- 350	147,60	210,30	252,80
351- 400	167,60	240,30	287,80
401- 450	190,20	270,30	325,50
451- 500	210,20	300,40	360,50
501- 550	230,20	330,40	395,50
551- 600	252,80	360,50	433,00
601- 650	272,80	390,30	468,00
651- 700	295,50	420,50	505,70
701- 750	315,40	450,50	540,70
751- 800	335,50	480,50	575,70
801- 850	357,90	510,50	613,10
851- 900	377,90	540,70	648,10
901- 950	400,40	570,70	685,80
951-1 000	420,50	600,70	720,80
1 001-1 300	545,70	780,90	936,10
1 301-1 600	673,30	961,00	1 151,20

CONDITIONS FOR PUBLICATION VOORWAARDES VIR PUBLIKASIE

CLOSING TIMES FOR THE ACCEPTANCE OF NOTICES

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

SLUITINGSTYFIE VIR DIE AANNAME VAN KENNISGEWINGS

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

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

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

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

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

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

APPROVAL OF NOTICES

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

THE GOVERNMENT PRINTER INDEMNIFIED AGAINST LIABILITY

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

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

LIABILITY OF ADVERTISER

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

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

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

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

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

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

GOEDKEURING VAN KENNISGEWINGS

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

VRYWARING VAN DIE STAATSDRUKKER TEEN AANSPREEKLIKHEID

4. Die Staatsdrukker aanvaar geen aanspreeklikheid vir—

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

AANSPREEKLIKHEID VAN ADVERTEERDER

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

COPY

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

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

- (1) The kind of notice.

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

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

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

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

PAYMENT OF COST

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

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

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

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

KOPIE

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

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

- (1) Die aard van die kennisgewing.

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

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

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

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

BETALING VAN KOSTE

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

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

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

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

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

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

before publication.

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

The following stamps are not acceptable:

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

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

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

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

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

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

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

gerig word.

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

Die volgende seëls is nie aanvaarbaar nie.

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

Sien "Belangrike Kennisgewing" onderaan hierdie Voorwaardes.

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

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

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

PROOF OF PUBLICATION

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

BEWYS VAN PUBLIKASIE

15. 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

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

Belangrike Kennisgewing

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

IMPORTANT ANNOUNCEMENT

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

LEGAL NOTICES
GOVERNMENT NOTICES **1994**

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

- ▶ **6 October**, Thursday, for the issue of Friday **14 October**
- ▶ **8 December**, Thursday, for the issue of Thursday **15 December**
- ▶ **22 December**, Thursday, for the issue of Friday **30 December**

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

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

BELANGRIKE AANKONDIGING

*Sluitingstye **VOOR VAKANSIEDAE** vir*

WETLIKE KENNISGEWINGS
GOEWERMENSKENNISGEWINGS **1994**

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

- ▶ **6 Oktober**, Donderdag, vir die uitgawe van Vrydag **14 Oktober**
- ▶ **8 Desember**, Donderdag, vir die uitgawe van Donderdag **15 Desember**
- ▶ **22 Desember**, Donderdag, vir die uitgawe van Vrydag **30 Desember**

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

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

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

TRANSVAAL

Saak 208/94

IN DIE LANDDROSHOF VIR DIE DISTRIK MESSINA GEHOU TE MESSINA

In die saak tussen **Standard Bank van S.A. Beperk**, Eiser, en
Anton Hertzog Klopper, Verweerder

Ingevolge 'n vonnis van bogenoemde Agbare Hof en 'n lasbrief vir eksekusie, gedateer 4 Mei 1994, vir betaling van die bedrag van Eis 1: R952,43 en Eis 2: R15 599,01, plus rente op Eis 1 @ 22% (twee-en-twintig persent) per jaar daarop maandeliks bereken vanaf 25 Februarie 1994, tot datum van finale betaling plus rente op Eis 2 @ 20,25% (twintig komma vyf-en-twintig persent) per jaar daarop maandeliks bereken vanaf 25 Februarie 1994, tot datum van finale betaling plus kostes getakseer te word en die kostes van beslaglegging en uitwinning van bogenoemde sal die onderstaande eiendom verkoop word te kantoor van die Balju, Wonderboom, Gedeelte 83, De Onderstepoort (net noord van Sasko Meule, ou Warmbadpad, Bon Accord), deur die Balju van die Landdroshof, op Vrydag, 13 Januarie 1995, om 11:00, onderhewig aan die bekragtiging van die koopprijs aan die hoogste bieder, Erf 39, geleë in die dorpsgebied Sinoville, Registrasieafdeling JR, Transvaal, groot 1 190 vierkante meter, gehou kragtens Akte van Transport T58686/1992, ook beter bekend as Mirianastraat 220, Sinoville.

Verbeterings (die korrektheid van die inligting en die verbeterings word nie gewaarborg nie.): Vier slaapkamers, sitkamer, eetkamer, kombuis, badkamer, aparte toilet, familiekamer, studeerkamer en motorafdak.

Die vernaamste verkoopvoorwaardes van die verkoping is:

1. Tien persent (10%) van die koopsom met toeslaan van die bod in kontant of by wyse van bankgewaarborgde tjek. Vir die balans en rente, @ 14,25% (veertien komma vyf-en-twintig persent) per jaar tot datum van transport moet die koper die afslaer binne 14 (veertien) dae na datum van verkoping, van 'n goedgekeurde bank- of bougenootskapwaarborg voorsien betaalbaar teen transport.

2. Die eiendom word voetstoots te koop aangebied en is die verkoping onderhewig aan:

2.1. Die Wet op Landdroshowe en die reëls daarvan;

2.2. die voorwaardes van titelakte;

2.3. die verkoopvoorwaardes wat by die kantoor van die Balju, en die afslaer vir insae lê en wat onmiddellik voor die verkoping uitgelees sal word.

Geteken te Messina op hierdie 15de dag van November 1994.

Deon Retief, Prokureur vir Vonnisskuldeiser, Limpopolaan 10, Posbus 356, Messina, 0900. (Verw. mnr. Coetzee/al/2240.)

Saak 786/94

IN DIE LANDDROSHOF VIR DIE DISTRIK SOSHANGUVE GEHOU TE SOSHANGUVE

In die saak tussen **Khayaletu Home Loans**, Eiser, en **D. M. Raphela**, Verweerder

Ooreenkomstig 'n vonnis van die Landdros, in die bogemelde Agbare Hof en 'n lasbrief tot uitwinning, sal die ondergenoemde eiendom as 'n eenheid op 20 Januarie 1995, om 11:00, te die Balju, Wonderboom, Gedeelte 83, De Onderstepoort, Bon Accord, per publieke veiling deur die Balju, Pretoria-Noord verkoop word.

Die reg, titel en belang van Erf 209, Blok GG, tesame met die verbeteringe of geboue daarop geleë in die dorpsgebied Soshanguve, gehou kragtens Akte van Transport van Huurpag No. 559/90, grootte 313 (driehonderd-en-dertien) vierkante meter.

Verbeterings (ten opsigte waarvan egter geen waarborg gegee kan word nie): Losstaande baksteen- en of sementwoonhuis onder sinkdak bestaande uit: Sitkamer, kombuis en twee slaapkamers.

Die wesentlike voorwaardes van verkoop is:

1. Voetstoots en sonder reserwe.

2. Deposito van 10% (tien persent) kontant by toeslaan van bod. Waarborg vir balans binne 30 (dertig) dae na veiling.

3. Besit en okkupasie teen betaling van deposito en kostes.

4. Verdere voorwaardes by Balju, vir insae.

Geteken te Pretoria-Noord hierdie 15de dag van November 1994.

C. J. van Wyk, vir Hack Stupel & Ross, HSR-gebou, Emily Hobhouselaan 264, Pretoria-Noord. (Verw. mnr. Van Wyk/B49/256/EJ.)

Saak 787/94

IN DIE LANDDROSHOF VIR DIE DISTRIK SOSHANGUVE GEHOU TE SOSHANGUVE

In die saak tussen **Khaylethu Home Loans**, Eiser, en **E. M. M. Thlapane**, Verweerder

Ooreenkomstig 'n vonnis van die Landdros, in die bogemelde Agbare Hof en 'n lasbrief tot uitwinning, sal die ondergenoemde eiendom as 'n eenheid op 20 Januarie 1995, om 11:00, te die Balju, Wonderboom, Gedeelte 83, De Onderstepoort, Bon Accord, per publieke veiling deur die Balju, Pretoria-Noord, verkoop word.

Die reg, titel en belang van Erf 948, Blok GG, tesame met die verbeteringe of geboue daarop geleë in die dorpsgebied Soshanguve, gehou kragtens Akte van Transport van Huurpag TL1960/89, grootte 300 (driehonderd) vierkante meter.

Verbeterings (ten opsigte waarvan egter geen waarborg gegee kan word nie): Losstaande baksteen- en of sementwoonhuis onder sinkdak bestaande uit: Sitkamer, kombuis en twee slaapkamers.

Die wesentlike voorwaardes van verkoop is:

1. Voetstoots en sonder reserve.
2. Deposito van 10% (tien persent) kontant by toeslaan van bod. Waarborg vir balans binne 30 (dertig) dae na veiling.
3. Besit en okkupasie teen betaling van deposito en kostes.
4. Verdere voorwaardes by Balju, vir insae.

Geteken te Pretoria-Noord hierdie 15de dag van November 1994.

C. J. van Wyk, vir Hack Stupel & Ross, HSR-gebou, Emily Hobhousestraat 264, Pretoria-Noord. (mnr. Van Wyk/B49/257/EJ.)

Saak 782/94

IN DIE LANDDROSHOF VIR DIE DISTRIK SOSHANGUVE GEHOU TE SOSHANGUVE

In die saak tussen **Khayaletu Home Loans**, Eiser, en **A. Ndlovu**, Eerste Verweerder, en **R. H. Ndlovu**, Tweede Verweerder

Ooreenkomstig 'n vonnis van die Landdros, in die bogemelde Agbare Hof en 'n lasbrief tot uitwinning, sal die ondergenoemde eiendom as 'n eenheid op 20 Januarie 1995, om 11:00, te die Balju, Wonderboom, Gedeelte 83, De Onderstepoort, Bon Accord, per publieke veiling deur die Balju, Pretoria-Noord, verkoop word.

Die reg, titel en belang van Erf 1750, Blok GG, tesame met die verbeteringe of geboue daarop geleë in die dorpsgebied Soshanguve, gehou kragtens Akte van Transport van Huurpag TL1816/90, grootte 619 (seshonderd-en-negentien) vierkante meter.

Verbeterings (ten opsigte waarvan egter geen waarborg gegee kan word nie): Losstaande baksteen- en of sementwoonhuis onder sinkdak bestaande uit: Sitkamer, kombuis en twee slaapkamers.

Die wesentlike voorwaardes van verkoop is:

1. Voetstoots en sonder reserve.
2. Deposito van 10% (tien persent) kontant by toeslaan van bod. Waarborg vir balans binne 30 (dertig) dae na veiling.
3. Besit en okkupasie teen betaling van deposito en kostes.
4. Verdere voorwaardes by Balju, vir insae.

Geteken te Pretoria-Noord hierdie 15de dag van November 1994.

C. J. van Wyk, vir Hack Stupel & Ross, HSR-gebou, Emily Hobhousestraat 264, Pretoria-Noord. (mnr. Van Wyk/B49/252/EJ.)

Case 30940/94

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

In the matter between **NBS Bank Limited** (formerly Natal Building Society Limited) (Reg No. 87/01384/06), Plaintiff, and **Mogamat Nasir Jensen**, Defendant

In pursuance of a judgment of the Magistrate's Court of Wynberg, and writ of execution dated 12 October 1994, the property listed hereunder, and commonly known as 66 Herbrand Street, Hazendal, will be sold in execution at the premises on Wednesday, 21 December 1994, at 12:00, to the highest bidder:

Erf 30007, Cape Town, at Mowbray, in the Municipality of Cape Town, Cape Division, in extent 535 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 four bedrooms, lounge, kitchen, three bathrooms/toilet and garage.

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Magistrate's Court, Wynberg, 7 and 9 Electric Road, Wynberg. A substantial loan can be raised for an approved purchaser with prior approval.

Dated at Cape Town on this the 4th day of November 1994:

Syfret Godlonton-Fuller Moore Inc., p.a. I. Broodryk, 11th Floor, NBS Waldorf, 80 St George's Mall, Cape Town. (Ref. S. Williams/N.1825.)

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

In the matter between **S.A. Mutual Mortgage Investment Corporation (Pty) Ltd**, Plaintiff, and **C. Gomba**, First Defendant,
and **Y. B. Gomba**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale will be held at the office of the Sheriff for the Supreme Court, First Floor, Terrace Building, 1 Eaton Terrace, New Redruth, Alberton, on 3 January 1995, at 10:00, of the undermentioned property of the Defendants on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection, prior to the sale, at the offices of the Sheriff of the Supreme Court, First Floor, Terrace Building, 1 Eaton Terrace, New Redruth, Alberton:

Erf 2398, Spruitview Township, Registration Division IQ, Transvaal, in extent 390 (three hundred and ninety) square metres, held by Title Deed T44308/1991, Street address being, Erf 2398, Spruitview.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: Single-storey dwelling consisting of three bedrooms, two bathrooms, kitchen, lounge, dining-room, and a garage.

Terms: 10% (ten per cent) of the purchase price in cash on the day of the sale, the balance against registration of transfer to be secured by a bank of building society or other acceptable guarantee to be furnished within 30 (thirty) days from 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 of R6 000 (six thousand rand). Minimum charge R100 (one hundred rand).

Dated: 15 November 1994.

Couzyn Hertzog & Horak JHB Inc., Plaintiff's Attorneys, P.O. Box 2242, Johannesburg, 2000. (Tel. 832-1961.) (Ref. Mr Van Rensburg/ceb/P222.)

Saak 392/94

IN DIE LANDDROSHOF VIR DIE DISTRIK VEREENIGING GEHOU TE MEYERTON

In die saak tussen **Stadsraad van Meyerton**, Eiser, en **W. R. Crankshaw**, Verweerder

Ingevolge vonnis van die Landdroshof Meyerton, en lasbrief vir eksekusie gedateer 14 Oktober 1994, sal die ondervermelde eiendom op 22 Desember 1994, om 10:00, by die kantoor van die Balju, Lochstraat 51, Meyerton, aan die hoogste bieder verkoop word.

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

Sekere Gedeelte 67, Erf 183, Meyerton Farms; Njalastraat 96, Registrasieafdeling IR, Transvaal, groot 1 171 (een een sewe een) vierkante meter.

Voorwaardes:

1. Die eiendom sal voetstoots verkoop word aan die hoogste bieder en sonder reserwe, en die verkoping sal onderhewig wees aan die reëls en regulasies van die Wet op Landdroshowe en 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 (vyf honderd rand) watter bedrag ookal die grootste is en die balans van die koopprys binne 14 (veertien) dae daarna in kontant of verseker te word deur die lewering van 'n bevredigende bank- of bouverenigingswaarborg.

3. Die volle verkoopvoorwaardes sal ter insae lê by die kantoor van die Balju, Lochstraat 6, Meyerton, en sal deur hom uitgelees word by aanvang van verkoping.

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

Aldus gedoen en geteken te Meyerton op hede die 24ste dag van Oktober 1994.

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

Case 14421/92

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

In the matter between **First National Bank of Southern Africa Ltd**, Plaintiff, and **Mbara, Geli David**, 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, 10 Park Street, Kempton Park, on Thursday, 22 December 1994, 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 99 year right of leasehold in respect of Site 577, Tsenolong Township, Registration Division IR, Transvaal, area 263 (two hundred and sixty-three) square metres, situation Site 577, Tsenolong Township, Tembisa.

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

Terms: 10% (ten per cent) of the purchase price in cash on the day of the sale, and the balance and interest on the full purchase price at current bond rates payable against 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 are payable on the day of the sale and calculated at 5% (five per cent) on the proceeds of the sale up to a price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) with a maximum fee of R6 000 (six thousand rand), and a minimum charge of R100 (one hundred rand).

Dated at Johannesburg on 8 November 1994.

F. R. J. Jansen, for Jansen & Potter, Plaintiff's Attorneys, 25th Floor, Carlton Centre, Commissioner Street, Johannesburg. (Tel. 331-8535.) (Ref. Foreclosures F32:CA41.)

**Case 13759/92
PH 388**

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Van Wyk, Frans**, 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 December 1994, 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 354, Eldorado Park Township, Registration Division IQ, Transvaal, area 396 (three hundred and ninety-six) square metres, situation 29 Jaspiss Street, Eldorado Park.

Improvements (not guaranteed): A house under asbestos roof consisting of a bedroom, kitchen, lounge with brick walls around property.

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

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

Dated at Johannesburg on this the 11th day of November 1994.

F. R. J. Jansen, for Jansen & Potter, Plaintiff's Attorneys, 25th Floor, Carlton Centre, Commissioner Street, Johannesburg. (Tel. 331 8535.) (Ref. Foreclosures Z186.)

**Case 23025/94
PH 388**

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Malinga, Bhengkosi**, First Defendant, and **Malinga, Balungile Gloria**, 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 December 1994, 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 Lot 1462, Zondi Township, Registration Division IQ, Transvaal, area 418 (four hundred and eighteen) square metres, situation Lot 1462, Zondi.

Improvements (not guaranteed): A house under asbestos roof consisting of three bedrooms, bathroom, kitchen, lounge, dining-room with bricks walls around property.

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

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

Dated at Johannesburg on this the 15th day of November 1994.

F. R. J. Jansen, for Jansen & Potter, Plaintiff's Attorneys, 25th Floor, Carlton Centre, Commissioner Street, Johannesburg. (Tel. 331-8535.) (Ref. Foreclosures Z131.)

Case 26970/92
PH 388IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)In the matter between **Nedcor Bank Limited**, Plaintiff, and **Anders, Moegamat Immerand**, 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 December 1994, 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 4496, Eldorado Park, Extension 8 Township, Registration Division IQ, Transvaal, area 317 (three hundred and seventeen) square metres, situation 20 Abraham Andrews Street, Eldoradopark, Extension 8.

Improvements (not guaranteed): A house under asbestos roof consisting of two bedrooms, shower, kitchen, lounge with wire fence around property.

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

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

Dated at Johannesburg on this the 15th day of November 1994.

F. R. J. Jansen, for Jansen & Potter, Plaintiff's Attorneys, 25th Floor, Carlton Centre, Commissioner Street, Johannesburg. (Tel. 331-8535.) (Ref. ForeclosuresN5:NT227.)

Case 22034/94
PH 388IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)In the matter between **Nedcor Bank Limited**, Plaintiff, and **Mohaswane, Petrus**, First Defendant, and **Mohaswane, Nthabiseng Mirriam**, 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 December 1994, 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 Lot 524, Klipspruit, Extension 2 Township, Registration Division IQ, Transvaal, area 150 (one hundred and fifty) square metres, situation Lot 524, Klipspruit, Extension 2.

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

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

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

Dated at Johannesburg on this the 15th day of November 1994.

F. R. J. Jansen, for Jansen & Potter, Plaintiff's Attorneys, 25th Floor, Carlton Centre, Commissioner Street, Johannesburg. (Tel. 331-8535.) (Ref. ForeclosuresZ105.)

Case 23022/94
PH 388IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)In the matter between **Nedcor Bank Limited**, Plaintiff, and **Mbatha, Tami Walter**, First Defendant, and **Mbatha, Kholekile Eveline Mbatha**, 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 December 1994, 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 99 year leasehold in respect of Lot 1162, Dhlamini Township, Registration Division IQ, Transvaal, area 250 (two hundred and fifty) square metres, situation Lot 1162, Dhlamini Township.

Improvements (not guaranteed): A house under asbestos roof consisting of two bedrooms, kitchen, lounge, two outside rooms and garage with precast walls around property.

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

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

Dated at Johannesburg on this the 15th day of November 1994.

F. R. J. Jansen, for Jansen & Potter, Plaintiff's Attorneys, 25th Floor, Carlton Centre, Commissioner Street, Johannesburg. (Tel. 331-8535.) (Ref. ForeclosuresZ118.)

**Case 31388/92
PH 388**

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Kaas, Charlotte Henrietta**, 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 December 1994, 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 4574, Eldoradopark, Extension 8 Township, Registration Division IQ, Transvaal, area 319 (three hundred and nineteen) square metres, situation 9 Abraham Andrews Street, Eldoradopark, Extension 8, 1812.

Improvements (not guaranteed): A house under asbestos roof consisting of two bedrooms, outside bathroom, kitchen, lounge with wire fence around property.

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

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

Dated at Johannesburg on this the 15th day of November 1994.

F. R. J. Jansen, for Jansen & Potter, Plaintiff's Attorneys, 25th Floor, Carlton Centre, Commissioner Street, Johannesburg. (Tel. 331-8535.) (Ref. ForeclosuresN5:NT273.)

**Case 23026/94
PH 388**

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Madikizela, Jacobson Nkosinathi**, First Defendant, and **Madikizela, Nikiwe Monitress**, 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 December 1994, 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 1621, Zondi Township, Registration Division IQ, Transvaal, area 261 (two hundred and sixty one) square metres, situation Erf 1621, Zondi 1, Soweto.

Improvements (not guaranteed): A house under asbestos roof consisting of two bedrooms, kitchen, dining-room, two outside rooms and garage with wire fence around property.

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

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

Dated at Johannesburg on this the 15th day of November 1994.

F. R. J. Jansen, for Jansen & Potter, Plaintiff's Attorneys, 25th Floor, Carlton Centre, Commissioner Street, Johannesburg. (Tel. 331-8535.) (Ref. ForeclosuresZ124.)

Case 23957/94
PH 388IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Jansen van Vuuren, Jacobus Frederick Cornelius**, First Defendant, and **Jansen van Vuuren, Cynthia Johanna**, 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 December 1994, 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 145, of Erf 1227, Claremont (JHB) Township, Registration Division IR, Transvaal, area 553 (five hundred and fifty three) square metres, situation 68 Plateau Avenue, Claremont, Johannesburg.

Improvements (not guaranteed): A house under iron roof consisting of three bedrooms, bathroom, kitchen, lounge, family room, two carports with precast walls around property.

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

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

Dated at Johannesburg on this the 15th day of November 1994.

F. R. J. Jansen, for Jansen & Potter, Plaintiff's Attorneys, 25th Floor, Carlton Centre, Commissioner Street, Johannesburg. (Tel. 331-8535.) (Ref. ForeclosuresZ135.)

Saak C542/92

IN DIE LANDDROSHOF VIR DIE DISTRIK NSIKAZI GEHOU TE KABOKWENI

In die saak tussen **Incedon Lowveld (Pty) Limited**, Eiser, en **Organisation for African Builders**, Eerste Verweerder, en **Welcome Mdluli**, Tweede Verweerder

Ingevolge 'n uitspraak van bogemelde Agbare Hof en 'n lasbrief vir eksekusie gedateer 4 November 1992, sal die ondervermelde onroerende eiendom in eksekusie verkoop word aan die hoogste bieder op Vrydag, 6 Januarie 1995 om 12:00, te Landdroskantoor, Kabokweni, naamlik:

Erf 1420, Kabokweni, distrik Nsikazi (huis in aanbou).

Verbeterings (nie gewaarborg nie): Fondasie van huis en 'n onvoltooide motorhuis.

Verkoopvoorwaardes:

1. Die eiendom sal voetstoots aan die hoogste bieder verkoop word sonder reserwe en die verkoping sal onderhewig wees aan die bepalings en reëls van die Landdroshofwet, No. 32 van 1944, soos gewysig.

2. Die verdere verkoopvoorwaardes is vervat in koopkontrak wat ter insae lê by die Balju, Witrivier, aan Posbus 401, Witrivier, 1240, met telefoonnommer (01311) 5-0911 asook by ondervermelde adres, wat vir inspeksie beskikbaar is gedurende die gewone kantoorure.

Geteken te Nelspruit op hede die 10de dag van November 1994.

M. G. Pienaar, vir Swanepoel & Vennote, Vyfde Verdieping, Proromgebou, Brownstraat, Nelspruit. [Verw. mnr. Pienaar/EE/118/92 (160).]

Case 23126/94
PH 196IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)

In the matter between **NBS Bank Limited**, Plaintiff, and **The Joint Estate of the late Khahlamba Stabbs Mabundza and surviving spouse Vakisa Violet Mabundza**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the office of the Sheriff, 131 Marshall Street, Johannesburg, on 22 December 1994 at 10:00, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff, Johannesburg, Second Floor, TFC House, 32 Von Brandis Street, Johannesburg, prior to the sale:

Erf 1947, in the Township of Protea North, Registration Division IQ, Transvaal, in extent 345 (three hundred and forty-five) square metres, situated at 1947 Protea North, Soweto.

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

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

Floors: Fitted carpets and vinyl tiles, comprising lounge, dining-room, kitchen, three bedrooms, bathroom and w.c.

Outbuilding: Garage.

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

Dated at Johannesburg on this the 14th day of November 1994.

Melman & McCarthy, Plaintiff's Attorneys, Suite 301, His Majesty's Building, Joubert Street, Johannesburg. (Tel. 838-4731.)
(Ref. D. McCarthy/J. Soma/MN6418.)

Case 3283/94
PH 196

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **NBS Bank Limited**, Plaintiff, and **Nene: Elias**, First Defendant, and **Nene: Bafana Eimos**,
Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the office of the Sheriff, 131 Marshall Street, Johannesburg, on 22 December 1994 at 10:00, of the undermentioned property of the Defendants on the conditions which will lie for inspection at the offices of the Sheriff, Johannesburg, Second Floor, TFC House, 32 Von Brandis Street, Johannesburg, prior to the sale:

Erf 116, in the Township of Protea Glen, Registration Division IQ, Transvaal, in extent 358 (three hundred and fifty-eight) square metres, situated at 116 Protea Glen, Soweto.

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

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

Floors: Fitted carpets and vinyl tiles, comprising lounge, kitchen, three bedrooms, bathroom and w.c.

Outbuilding: Boundary fencing.

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

Dated at Johannesburg on this the 14th day of November 1994.

Melman & McCarthy, Plaintiff's Attorneys, Suite 301, His Majesty's Building, Joubert Street, Johannesburg. (Tel. 838-4731.)
(Ref. D. McCarthy/J. Soma/MN6512.)

Saak 4916/94

IN DIE LANDDROSHOF VIR DIE DISTRIK WITBANK GEHOU TE WITBANK

In die saak tussen **ABSA Bank Beperk**, handeldrywend as United Bank, Eiser, en **Nicolas Hilton Knoutze**, Eerste Verweerder,
en **Barbara Jacqueline Knoutze**, Tweede Verweerder

Ooreenkomstig 'n vonnis van die Landdros in bogemelde Agbare Hof en 'n lasbrief tot uitwinning, sal alle reg, titel en belang in en ten opsigte van die huurpag geregistreer oor die ondergenoemde eiendom as 'n eenheid op 13 Januarie 1995 om 10:00, per publieke veiling deur die Balju, Witbank, te Landdroshof Delvillestraat, Witbank, verkoop word:

Erf 443, tesame met die verbeteringe of geboue daarop geleë in die dorpsgebied Die Heuwel, Witbank, gehou kragtens Grondbrief T40730/1992, grootte 1 029 (een nul twee nege) vierkante meter.

Verbeterings (ten opsigte waarvan egter geen waarborg gegee word nie): Losstaande baksteen- en/of sementwoonhuis onder sinkdak bestaande uit sitkamer, badkamer, kombuis en slaapkamer/s.

Die wesentlike voorwaardes van verkoop is:

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

Gedateer te Witbank op hierdie 16de dag van November 1994.

Bezuidenhout van Zyl, p.a. Harvey Nortje Ingelyf, Smuts Park, hoek van Smutslaan en Northeystraat, Posbus 727, Witbank.

Saak 3344/94

IN DIE LANDDROSHOF VIR DIE DISTRIK WITBANK GEHOU TE WITBANK

In die saak tussen **ABSA Bank Beperk**, handeldrywend as Allied Bank, Eiser, en **Dawid Molelekoa**, Eerste Verweerder, en **Mapitso M. Molelekoa**, Tweede Verweerder

Ooreenkomstig 'n vonnis van die Landdros in bogemelde Agbare Hof en 'n lasbrief tot uitwinning, sal alle reg, titel en belang in en ten opsigte van die huurpag geregistreer oor die ondergenoemde eiendom as 'n eenheid op 13 Januarie 1995 om 10:00, per publieke veiling deur die Balju, Witbank te Landdroshof Delvillestraat, Witbank, verkoop word:

Erf 94, tesame met die verbeteringe of geboue daarop geleë in die dorpsgebied Schoongezicht, gehou kragtens Grondbrief T42766/1990, grootte 359 (drie vyf nege) vierkante meter.

Verbeterings (ten opsigte waarvan egter geen waarborg gegee word nie): Losstaande baksteen-en/of sementwoonhuis onder sinkdak bestaande uit sitkamer, badkamer, kombuis en slaapkamer/s.

Die wesentlike voorwaardes van verkoop is:

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

Gedateer te Witbank op hierdie 16de dag van November 1994.

Bezuidenhout van Zyl, p.a. Harvey Nortje Ingelyf, Smuts Park, hoek van Smutslaan en Northeystraat, Posbus 727, Witbank.

Saak 4340/94

IN DIE LANDDROSHOF VIR DIE DISTRIK WONDERBOOM GEHOU TE PRETORIA-NOORD

In die saak tussen **Khayaletu Home Loans**, Eiser, en **I. A. Nkomo**, Eerste Verweerder, en **C. J. Nkomo**, Tweede Verweerder

Ooreenkomstig 'n vonnis van die Landdros in die bogenoemde Agbare Hof en 'n lasbrief tot uitwinning, sal die ondergenoemde eiendom as 'n eenheid op 20 Januarie 1995 om 11:00, te die Balju, Wonderboom, Gedeelte 83, De Onderstepoort, Bon Accord, per publieke veiling deur die Balju, Pretoria-Noord, verkoop word:

Die reg, titel en belang van Erf 23285, tesame met die verbeteringe of geboue daarop geleë in die dorpsgebied Mamelodi-uitbreiding 4, gehou kragtens Akte van Transport van Huurpag 44644/92, grootte 300 (driehonderd) vierkante meter.

Verbeterings (ten opsigte waarvan egter geen waarborg gegee kan word nie): Losstaande baksteen-en/of sementwoonhuis onder sinkdak bestaande uit sitkamer, badkamer, kombuis en twee slaapkamers.

Die wesentlike voorwaardes van verkoop is:

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

Geteken te Pretoria-Noord hierdie 14de dag van November 1994.

C. J. van Wyk, vir Hack Stupel & Ross, HSR-gebou, Emily Hobhousestraat 264, Pretoria-Noord. (Verw. mnr. Van Wyk/B49/200/EJ.)

Saak 784/94

IN DIE LANDDROSHOF VIR DIE DISTRIK SOSHANGUVE GEHOU TE SOSHANGUVE

In die saak tussen **Khayaletu Home Loans**, Eiser, en **R. J. Ditshego**, Verweerder

Ooreenkomstig 'n vonnis van die Landdros in die bogemelde Agbare Hof en 'n lasbrief tot uitwinning, sal die ondergenoemde eiendom as 'n eenheid op 20 Januarie 1995 om 11:00, te die Balju, Wonderboom, Gedeelte 83, De Onderstepoort, Bon Accord, per publieke veiling deur die Balju, Pretoria-Noord, verkoop word:

Die reg, titel en belang van Erf 99, Blok GG, tesame met die verbeteringe of geboue daarop geleë in die dorpsgebied Soshanguve gehou kragtens Akte van Transport van Huurpag TL346/90, grootte 376 (driehonderd ses-en-sewentig) vierkante meter.

Verbeterings (ten opsigte waarvan egter geen waarborg gegee kan word nie): Losstaande baksteen en/of sementwoonhuis onder sinkdak bestaande uit sitkamer, kombuis en twee slaapkamers.

Die wesentlike voorwaardes van verkoop is:

1. Voetstoots en sonder reserwe.
2. Deposito van 10% kontant by toeslaan van bod. Waarborg vir balans binne 30 (dertig) dae na veiling.
3. Besit en okkupasie teen betaling van deposito en kostes.
4. Verdere voorwaardes by Balju vir insae.

Geteken te Pretoria-Noord hierdie 21ste dag van November 1994.

C. J. van Wyk, vir Hack Stupel & Ross, HSR-gebou, Emily Hobhousestraat 264, Pretoria-Noord. (Verw. mnr. Van Wyk/B49/254/EJ.)

Saak 636/94

IN DIE LANDDROSHOF VIR DIE DISTRIK SOSHANGUVE GEHOU TE SOSHANGUVE

In die saak tussen **Khayaletu Home Loans**, Eiser, en **S. G. Dhlamini**, Eerste Verweerder, en **J. M. Dhlamini**, Tweede Verweerder

Ooreenkomstig 'n vonnis van die Landdros in die bogemelde Agbare Hof en 'n lasbrief tot uitwinning, sal die ondergenoemde eiendom as 'n eenheid op 20 Januarie 1995 om 11:00, te die Balju, Wonderboom, Gedeelte 83, De Onderstepoort, Bon Accord, per publieke veiling deur die Balju, Pretoria-Noord, verkoop word:

Die reg, titel en belang van Erf 1360, Blok GG, tesame met die verbeteringe of geboue daarop geleë in die dorpsgebied Soshanguve gehou kragtens Akte van Transport van Huurpag TL2018/90, grootte 390 (driehonderd-en-negentig) vierkante meter.

Verbeterings (ten opsigte waarvan egter geen waarborg gegee kan word nie): Losstaande baksteen en/of sementwoonhuis onder sinkdak bestaande uit sitkamer, kombuis en twee slaapkamers.

Die wesentlike voorwaardes van verkoop is:

1. Voetstoots en sonder reserwe.
2. Deposito van 10% kontant by toeslaan van bod. Waarborg vir balans binne 30 (dertig) dae na veiling.
3. Besit en okkupasie teen betaling van deposito en kostes.
4. Verdere voorwaardes by Balju vir insae.

Geteken te Pretoria-Noord hierdie 22ste dag van November 1994.

C. J. van Wyk, vir Hack Stupel & Ross, HSR-gebou, Emily Hobhouselaan 264, Pretoria-Noord. (Verw. mnr. Van Wyk/B49/216/EJ.)

Case 1333/93

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

In the matter between **NBS Bank Limited** (Reg. No. 87/01384/06), Plaintiff, and **Aaron Vilakazi**, First Defendant, and **Fikile Linna Vilakazi**, Second Defendant

In pursuance of a judgment in the Court for the Magistrate of Roodepoort and writ of execution dated 22 March 1993, the property listed hereunder will be sold in execution on 20 January 1995 at 10:00, at the offices of the Sheriff of the Court, 182 Progress Avenue, Technikon, Roodepoort:

Certain: The right, title and interest in the leasehold in respect of Erf 427, Mmezi Park Township, Registration Division IQ, Transvaal, measuring 303 (three hundred and three) square metres, held under Certificate of Registered Grant of Leasehold TL46192/1990.

The following improvement are reported to be on the property, but nothing is guaranteed: A single-storey residential building with brick walls and tiled roof, consisting of a lounge, kitchen, two bedrooms, bathroom and w.c. The boundary is fenced.

Terms:

1. 10% (ten per cent) of the purchase price in cash on the day of the sale, the balance together with interest thereon at 18,75% (eighteen comma seven five per cent) per annum payable against registration of transfer, to be secured by a bank or building society or other acceptable guarantee to be furnished within fourteen (14) days from the date of sale.
2. Auctioneer's charges, payable on the day of sale, to be calculated as follows: 5% (five per cent) of the purchase price of the property sold up to R20 000 and 3% (three per cent) on the balance of the purchase price subject to a maximum of R6 000 with a minimum of R200 plus VAT on the proceeds of the sale.

Conditions of sale:

1. The property shall be sold without reserve and to the highest bidder and shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder and of the title deeds in so far as these are applicable.
2. The full conditions of sale may be inspected at the office of the Sheriff of the Court.

J. Gus Ackerman, Plaintiff's Attorneys, 9 Madeline Street, Florida. (Tel. 2-6127.) (Ref. Ms Jewell.)

Saak 10426/94

IN DIE LANDDROSHOF VIR DIE DISTRIK KLERKSDORP GEHOU TE KLERKSDORP

In die saak tussen **Khayaletu Home Loans (Pty) Limited**, Eiser, en **Nndanganeni David Tshililo**, Verweerder

Ooreenkomstig 'n vonnis van die Landdros in die bogemelde Agbare Hof en 'n lasbrief tot uitwinning, sal die ondergenoemde eiendom as 'n eenheid op 6 Januarie 1995 om 10:00, te Campionstraat 25, Orkney per publieke veiling deur die Balju verkoop word:

Erf 3251, tesame met die verbeteringe of gebou daarop geleë in die dorpsgebied van Kanana gehou kragtens Grondbrief TL38814/90, groot 274 (tweehonderd vier-en-sewentig) vierkante meter.

Verbeterings (ten opsigte waarvan egter geen waarborg gegee word nie): Losstaande baksteen en/of sementwoonhuis onder sinkdak bestaande uit sitkamer, badkamer, kombuis en slaapkamer(s).

Die wesentlike voorwaardes van verkoop is:

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

Gedateer te Klerksdorp hierdie 7de dag van November 1994.

Meyer, Van Sittert & Kropman, Prokureur vir Eiser, S.A. Permanente-gebou, Boomstraat, Posbus 91, Klerksdorp.

Case 67879/94

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 **Willem Marthinus van der Westhuizen**, 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, Sixth Floor, Olivetti House, corner of Schubart and Pretorius Streets, Pretoria, on 19 January 1995 at 10:00, to the highest bidder:

Certain:

(a) Portion 24 as more fully described on Sectional Plan SS 147/85 in the scheme known as Aminie, situated at remaining extent of Erf 566, Proclamation Hill Extension 1, Registration Division JR, Transvaal, measuring with a floor area of 68 square metres, situated Aminie Flat 24, 648 Lievaartr Street, Proclamation Hill Extension 1.

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

Terms of conditions:

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

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

Description of property: Flat, lounge/dining-room, kitchen, two bedrooms, bathroom and w.c.

Outbuilding: Under cover parking.

Other common property facilities: Parking, drying area and garden.

3. *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.

4. *Conditions:* The full conditions of sale may be inspected at the Sheriff's Office at Olivetti House, corner of Schubart and Pretorius Streets, Pretoria.

Signed at Pretoria on this 22nd day of November 1994.

Shapiro & De Meyer Inc., Third Floor, Shapiro Chambers, Bureau Lane, Pretoria. (Ref. Mrs T. Kartoudes/M. Kirsten/N1334.)

Case 2188/93

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

In the matter between **NBS Bank Limited** (Reg. No. 87/81384/06), Plaintiff, and **Sihlangome Jackson Hobe**, First Defendant, and **Dikeledi Elizabeth Mogale**, Second Defendant

In pursuance of a judgment in the Court for the Magistrate of Roodepoort and writ of execution dated 20 April 1993, the property listed hereunder will be sold in execution on Friday, 20 January 1995 at 10:00, at the office of the Sheriff of Roodepoort, 182 Progress Avenue, Technikon, Roodepoort:

Certain the right, title and interest in the leasehold in respect of Erf 471, Mmesi Park Township, Registration Division IQ, Transvaal, measuring 443 (four hundred and forty-three) square metres, and held under Certificate of Registered Grant of Leasehold TL38143/1990.

Zoned Residential.

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

A single storey residential building of brick walls and tiled roof. Consisting of a lounge, study, kitchen, three bedrooms, bathroom and w.c. The boundary of fenced.

Terms:

1. 10% (ten per centum) of the purchase price in cash on the day of the sale, the balance together with interest thereon at 18,75% (eighteen comma seven five per centum) per annum payable against registration of transfer, to be secured by a bank or building society or other acceptable guarantee to be furnished within fourteen (14) days from the date of sale.

2. Auctioneer's charges, payable on the day of sale, to be calculated as follows: 5% (five per centum) of the purchase price of the property sold up to R20 000 and 3% (three per centum) on the balance of the purchase price subject to a maximum of R6 000 (six thousand rand) with a minimum of R200 plus VAT on the proceeds of the sale.

Conditions of sale:

1. The property shall be sold without reserve and to the highest bidder and shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder and of the title deeds in so far as these are applicable.

2. The full conditions of sale may be inspected at the office of the Sheriff of the Court.

Dated at Florida on this 18th day of November 1994.

J. Gus Ackerman, 9 Madeline Street, Florida, 1709. (Tel. 674-5232) (Ref. Ms Jewell: 26354.)

Case 505/92**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF ROODEPOORT HELD AT ROODEPOORT**

In the matter between **NBS Bank Limited** (Reg. No. 87/10384/06), Plaintiff, and **Roby Jackie Ntamela**, Defendant

In pursuance of a judgment in the Court for the Magistrate of Roodepoort and writ of execution dated 24 July 1992, the property listed hereunder will be sold in execution, on Friday, 20 January 1995 at 10:00, at the Sheriff of the Court's Offices, 182 Progress Avenue, Technikon, Roodepoort:

Certain the right, title and interest in the leasehold in respect of Erf 10203, Dobsonville Extension 3 Township, Registration Division IQ, Transvaal, measuring 240 (two hundred and forty) square metres, held under Certificate of Registered Grant of Leasehold TL53848/1989.

Zoned Residential.

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

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

Terms:

1. 10% (ten per centum) of the purchase price in cash on the day of the sale, the balance together with interest thereon at 21% (twenty-one per centum) per annum payable against registration of transfer, to be secured by a bank or building society or other acceptable guarantee to be furnished within fourteen (14) days from the date of sale.

2. Auctioneer's charges, payable on the day of sale, to be calculated as follows: 5% (five per centum) of the purchase price of the property sold up to R20 000 and 3% (three per centum) on the balance of the purchase price subject to a maximum of R6 000 (six thousand rand) with a minimum of R200 plus VAT on the proceeds of the sale.

Conditions of sale:

1. The property shall be sold without reserve and to the highest bidder and shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder and of the title deeds in so far as these are applicable.

2. The full conditions of sale may be inspected at the office of the Sheriff of the Court.

Dated at Florida on this 18th day of November 1994.

J. Gus Ackerman, 9 Madeline Street, Florida, 1709. (Ref. M. Jewell: 26339.)

Saak 4126/94**IN DIE LANDDROSHOF VIR DIE DISTRIK VANDERBIJLPARK GEHOU TE VANDERBIJLPARK**

In die saak tussen **Mercantile Bank**, Eiser, en **Sello Ellis Moathodi**, en **Gwendoline Moathodi**, getroud binne gemeenskap van goedere, Verweerder

Ooreenkomstig 'n vonnis van die Landdros in die bogemelde Agbare hof en 'n lasbrief tot uitwinning, sal die ondergenoemde eiendom as 'n eenheid op 13 Januarie 1995 om 10:00, voor die Landdroskantoor, Vanderbijlpark, per publieke veiling deur die Balju verkoop word:

Erf 16065, Sebokeng Extension 21, Vanderbijlpark, tesame met die verbeteringe of geboue daarop geleë in die dorpsgebied Sebokeng, gehou kragtens Sertifikaat van Geregistreerde Huurpag TL48960/91, grootte 150 (eenhonderd en vyftig) vierkante meter. Verbeterings (ten opsigte waarvan egter geen waarborg gegee word nie):

Losstaande baksteen- of sementwoonhuis bestaande uit sitkamer, badkamer, kombuis en slaapkamers.

Die wesentlike voorwaardes van verkoop is:

1. Voetstoots en sonder reserwe.

2. Deposito 10% (tien persent) kontant by toeslaan van bod. Waarborg vir balans binne 30 dae na veiling.

3. Besit en okkupasie teen betaling van deposito en kostes.

4. Verdere voorwaardes by Balju ter insae.

Gedateer te Vanderbijlpark hierdie 16de dag van November 1994.

De Klerk, Vermaak & Vennote Ing., Derde Verdieping, Omegagebou, Vanderbijlpark.

Saak 6606/93**IN DIE LANDDROSHOF VIR DIE DISTRIK VANDERBIJLPARK GEHOU TE VANDERBIJLPARK**

In die saak tussen **Natal Bouvereniging Beperk**, Eiser, en **Noziphosiso Ethel Nkuna**, Verweerder

Ooreenkomstig 'n vonnis van die Landdros in die bogemelde Agbare hof en 'n lasbrief tot uitwinning, sal die ondergenoemde eiendom as 'n eenheid op 13 Januarie 1995 om 10:00, voor die Landdroskantoor, Vanderbijlpark, per publieke veiling deur die Balju, Vanderbijlpark, verkoop word:

Erf 1629, Evaton-Noord, Vanderbijlpark, tesame met die verbeteringe of geboue daarop geleë in die dorpsgebied van Evaton gehou kragtens Sertifikaat van Geregistreerde Huurpag TL56636/90, grootte 362 (drie ses twee) vierkante meter.

Verbeterings (ten opsigte waarvan egter geen waarborg gegee word nie): Losstaande baksteen- of sementwoonhuis bestaande uit sitkamer, badkamer, kombuis en slaapkamers.

Die wesentlike voorwaardes van verkoop is:

1. Voetstoots en sonder reserve.
 2. Deposito 10% (tien persent) kontant by toeslaan van bod. Waarborg vir balans binne 30 dae na veiling.
 3. Besit en okkupasie teen betaling van deposito en kostes.
 4. Verdere voorwaardes by Balju ter insae.
- Gedateer te Vanderbijlpark hierdie 16de dag van November 1994.
De Klerk, Vermaak & Vennote Ing., Derde Verdieping, Omegagebou, Vanderbijlpark.

Case 70870/94

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 **Duane Vorster**, First Defendant, and **Manda-Marie Vorster**, Second Defendant

In execution of a judgment of the Magistrate's Court, Pretoria, in this suit, the undermentioned property will be sold by the Sheriff of the Court, at Portion 83, De Onderstepoort, old Warmbath Road, Bon Accord, on 20 January 1995 at 11:00, to the highest bidder:

Certain: Erf 2075, situated in the Township of the Orchards, Extension 13, Registration Division JR, Transvaal, measuring 875 square metres, situated at 26 Viljoen Street, The Orchards, Extension 13.

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: Double storey: Lounge, kitchen, dining-room, study, two bedrooms, bathroom and w.c. *Outbuildings:* Store-room and w.c. *Other:* Court-yard.

3. *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.

4. *Conditions:* The full conditions of sale may be inspected at the Sheriff's Offices at Portion 83, De Onderstepoort, old Warmbaths Road, Bon Accord.

Signed at Pretoria on this 23rd day of November 1994.

Shapiro & De Meyer Inc., Third Floor, Shapiro Chambers, Bureau Lane, Pretoria. (Ref. Mrs Tkartoudes/Mkirsten/N898.)

Case 69949/94

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 **Sherell Erwee**, 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, 142 Struben Street, Pretoria, on 25 January 1995 at 10:00, to the highest bidder:

Certain:

(a) Section 4, as more fully described on Sectional Plan SS231/89 in the scheme known as Midnite Ride in respect of the land and buildings situated at Erf 93, Bronberrik, Registration Division JR, Transvaal, measuring with a floor area of 104 square metres, situated at 4 Midnite Ride, 290 Shannon Avenue, Bronberrik, Verwoerdburg.

(b) An undivided share in the common property in the scheme apportioned to the said section in accordance 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: Simplex: Lounge/dining-room, kitchen, two bedrooms, bathroom and w.c. *Outbuilding:* Single garage. *Other common property facilities:* Parking and garden.

3. *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.

4. *Conditions:* The full conditions of sale may be inspected at the Sheriff's Offices at Plot 83, corner of West and Gerhard Street, Lyttelton Agricultural Holdings, Lyttelton, Verwoerdburgstad.

Signed at Pretoria on this 23rd day of November 1994.

Shapiro & De Meyer Inc., Third Floor, Shapiro Chambers, Bureau Lane, Pretoria. (Ref. Tkartouds/Mkirsten/N1369.)

Case 172/92

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

In the matter between **Standard Bank of S.A.**, Plaintiff, and **A. Aleotti**, Defendant

Kindly take notice that pursuant to a judgment of the above Honourable Court granted on 28 January 1992, and subsequent warrant of execution, the following property will be sold in execution, at the Sheriff's Office, Germiston, Standard Towers, Fourth Floor, President Street, Germiston, on Thursday, 12 January 1995 at 10:00, namely:

Erf and Township: Remaining extent of Erf 1164, Bedfordview Extension 248 Township, held by Deed of Transfer T21868/1988, measuring 2 138 square metres, Registration Division IR, Transvaal, also known as 17 Bowling Road, Bedfordview.

Description of the property: Vacant land.

Terms: Ten per centum (10%) of the purchase price and four per centum (4%) auctioneer's charges (minimum R10), in cash on the day of the sale, the balance against transfer to be secured by a bank or building society or other acceptable guarantee to be furnished to the Sheriff of the Court within fourteen (14) days from date of sale. The purchaser shall be liable to pay interest at the rate of 16% (sixteen per cent) per annum from the date of sale until the date of transfer of the property to the secured creditor, namely, First National Bank, in whose favour bonds are registered over the property. The full conditions of sale may be inspected at the office of the Sheriff of the Court.

Dated at Springs on this the 16th day of November 1994.

B. Cooper, for M. D. Yammin, c/o Ivan Davies Theunissen, IDT Building, P.O. Box 16, Docex 6, Springs. (Mr Ashton/NK/DN1813.); Mark Yammin, Hammond & Partners, Seventh Floor, Bedford Centre, Smith Street. (MDY/EH/FM001.)

Case 122699/91
PH3

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

In the matter between **The Body Corporate of Noverna Court**, Plaintiff/Judgment Creditor, and **Afzil Sayed**, First Defendant/Judgment Debtor, and **Zubeida Bernedette Sayed**, Second Defendant/Judgment Debtor

Pursuant to a judgment debt of the Magistrate's Court for the District of Johannesburg in the above-mentioned suit, a sale of the undermentioned property will be held without reserve in front of the Magistrate's Court, Fox Street-entrance, Johannesburg, on 9 December 1994 at 10:00, the conditions to be read out by the Sheriff of the Court, prior to the sale:

The property to be sold is:

Certain: Section 63 in the scheme known as Noverna Court, situated at Hillbrow Township, Local Authority of Johannesburg, measuring 105 (one hundred and five) square metres, situated at 412 Noverna Court, corner of Paul Nel and Claim Streets, Hillbrow, Johannesburg, held by certificate of registered sectional Title ST58/1991.

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

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. Sheriff's charges calculated as 5% (five per centum) on the first R20 000 and thereafter 3% (three per centum) to a maximum of R6 000 of the selling price of the property to be paid in cash on the date of the sale.

Dated at Johannesburg on this the 22nd day of November 1994.

Young & Davis Inc., 1724 Sanlam Centre, 206/214 Jeppe Street; P.O. Box 720, Johannesburg. (Tel. 29-2681.) (Ref. Mrs Mengel/N00237.)

Case 4848/94

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

In the matter between **ABSA Bank Limited (Bankorp Ltd)**, Judgment Creditor, and **Gwendoline Schoeman**, Judgment Debtor

In pursuance of a judgment in the Magistrate's Court for the District of Krugersdorp, and a warrant of execution dated 12 September 1994, the following property will be sold in execution on 18 January 1995 at 12:00 on the property, 12 Kompanjie Street, Quellerie Park, Krugersdorp, to the highest bidder, namely:

Certain: Erf 201, Quellerie Park Township, Registration Division IQ, Transvaal, measuring 674 square metres, held by ABSA Bank Limited (Bankorp Ltd).

Improvements: House consists of lounge, dining-room, bathroom, three bedrooms, passage and kitchen. *Outbuildings:* Maids room, garage and swimming-pool. (Nothing is guaranteed.)

Conditions of sale:

1. The property will be sold to the highest bidder without reserve and the sale will be subject to the conditions and regulations of the Magistrates' Courts Act and the title deeds as far as these are applicable.

2. The purchase price shall be paid as follows:

(a) Ten per cent (10%) thereof in cash on the day of the sale and payable to the Sheriff.

(b) The balance to be guaranteed against transfer by approved bank or building society guarantees in favour of Judgment Creditor and/or nominees, to be delivered to the Sheriff within fourteen (14) days from the date of the sale, which guarantees are to be made free of exchange at Krugersdorp, payable against registration of transfer of the property into the name of the purchaser.

3. The conditions of sale which will be read by the Sheriff immediately prior to the sale are open for inspection at his offices at corner of Rissik and Ockerse Streets, Krugersdorp.

Dated at Krugersdorp on 18 November 1994.

G. J. Smith & Van der Watt Inc., Judgment Creditor's Attorneys, Fourth Floor, United Building, Ockerse Street, Krugersdorp. (Tel. 660-7991.)

Case 25718/94

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

In the matter between **NBS Bank Limited**, Plaintiff, and **Williams, Reginald James**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of the Sheriff of the Supreme Court for Randburg, Elna Randhof, corner of Selkirk Avenue and Blairgowrie Drive, Randburg, on Tuesday, 20 December 1994 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 457, Bromhof Extension 19 Township, Registration Division IQ, Transvaal, area 755 square metres, situation 14 Buiten Street, Bromhof Extension 19, Randburg.

Improvements (not guaranteed): Single storey brick dwelling under tiles, consisting of entrance hall, lounge, dining-room, kitchen, three bedrooms, two bathrooms, two showers, two toilets, floor coverings fitted carpets/tiles, staff quarters under dwelling. Outbuildings: Two garages, granny flat with bedroom, bathroom, toilet, paving, screen walling with razor wire and wrought iron gates.

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

Dated at Johannesburg on the 1st day of November 1994.

Dykes, Daly, Plaintiff's Attorneys, Sixth Floor, 66 Smal Street, Johannesburg. (Tel. 792-5242.) (Ref. P. le Mottee/ij/N3406.)

Saak 7839/94

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

In die saak tussen **Allied Bank Beperk**, 'n divisie van ABSA Bank Beperk, Eksekusieskuldeiser, en **Makgokgo Louisa Morotolo**, Eksekusieskuldenaar

Ten uitvoerlegging van 'n vonnis toegestaan deur bogemelde Agbare Hof sal 'n verkoping sonder reserwes deur die Balju, Kempton Park, op 22 Desember 1994 om 10:00, te Parkstraat 8, Kempton Park, gehou word van die ondergenoemde eiendom van die Eksekusieskuldenaar op die voorwaardes wat deur die afslaer uitgelees sal word ten tye van die verkoping en welke voorwaardes voor die verkoping gelees kan word by die kantoor van die bogemelde Balju te Parkstraat 8, Kempton Park:

Sekere Erf 543, Tsenolong-dorpsgebied, Registrasieafdeling IR, Transvaal, gehou onder Titellakte TL52655/88, grootte 263 (twee honderd drie-en-sestig) vierkante meter, ook bekend as 543 Tsenolong, Tembisa.

Beskrywing: Woning bestaande uit eetkamer, kombuis, twee slaapkamers, toilet, badkamer, alles onder 'n teëldak. Verbetterings is nie gewaarborg nie.

Die hiernagenoemde eiendom sal vir verkoping aangebied word, en die tersaaklike verkoopvoorwaardes is as volg:

1. Die eiendom sal voetstoots en sonder reserwe verkoop word aan die hoogste bieder, onderhewig aan artikel 66 van die Landdroshofwet.

2. Die koper sal 10% (tien persent) as deposito in kontant betaal by toeslaan van die bod. Waarborg vir die balans binne 30 dae na veiling.

3. Die risiko in en voordeel tot die eiendom sal oorgedra word aan die koper met datum van die verkoping.

Die volle voorwaardes sal voor die verkoping uitgelees en kan gedurende kantoorure nagegaan word by die kantoor van die Balju.

Geteken te Kempton Park op hierdie 17de dag van November 1994.

C. A. C. Korf, vir Van Rensburg Schoon & Cronje, Die Eike 8, Monumentweg en Longstraat, Kempton Park, 1620. (Verw. mev. Van Heerden/AB1254.)

Saak 6553/94

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

In die saak tussen **Allied Bank Beperk**, 'n divisie van ABSA Bank Beperk, Eksekusieskuldeiser, en **Ngoako Daniel Mokobeni**, Eerste Eksekusieskuldenaar, en **Nuku Flora Koloba**, Tweede Eksekusieskuldenaar

Ten uitvoerlegging van 'n vonnis toegestaan deur bogemelde Agbare Hof sal 'n verkoping sonder reserwes deur die Balju, Kempton Park, op 22 Desember 1994 om 10:00, te Parkstraat 8, Kempton Park, gehou word van die ondergenoemde eiendom van die Eksekusieskuldenaar op die voorwaardes wat deur die afslaer uitgelees sal word ten tye van die verkoping en welke voorwaardes voor die verkoping gelees kan word by die kantoor van die bogemelde Balju te Parkstraat 8, Kempton Park:

Sekere Erf 213, Elindinga-dorpsgebied, Registrasieafdeling IR, Transvaal, gehou onder Titellakte TL69645/89, grootte 241 (twee honderd een-en-veertig) vierkante meter, ook bekend as 213 Elindinga, Tembisa.

Beskrywing: Woning bestaande uit eetkamer, kombuis, twee slaapkamers, toilet, badkamer, alles onder 'n sinkdak en motorhuis. Verbeterings is nie gewaarborg nie.

Die hiernagenoemde eiendom sal vir verkoping aangebied word, en die tersaaklike verkoopvoorwaardes is as volg:

1. Die eiendom sal voetstoots en sonder reserwe verkoop word aan die hoogste bieder, onderhewig aan artikel 66 van die Landdroshofwet.

2. Die koper sal 10% (tien persent) as deposito in kontant betaal by toeslaan van die bod. Waarborg vir die balans binne 30 dae na veiling.

3. Die risiko in en voordeel tot die eiendom sal oorgedra word aan die koper met datum van die verkoping.

Die volle voorwaardes sal voor die verkoping uitgelees en kan gedurende kantoorure nagegaan word by die kantoor van die Balju.

Geteken te Kempton Park op hierdie 17de dag van November 1994.

C. A. C. Korf, vir Van Rensburg Schoon & Cronje, Die Eike 8, Monumentweg en Longstraat, Kempton Park, 1620. (Verw. mev. Van Heerden/AB1198.)

Saak 3785/94

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

In die saak tussen **Allied Bank Bepark**, 'n divisie van ABSA Bank Bepark, Eksekusieskuldeiser, en **Gillian Colette Davis** (voorheen Gibson), Eksekusieskuldenaar

Ten uitvoerlegging van 'n vonnis toegestaan deur bogemelde Agbare Hof sal 'n verkoping sonder reserwes deur die Balju, Kempton Park, op 22 Desember 1994 om 10:00, te Parkstraat 8, Kempton Park, gehou word van die ondergenoemde eiendom van die Eksekusieskuldenaar op die voorwaardes wat deur die afslaer uitgelees sal word ten tye van die verkoping en welke voorwaardes voor die verkoping gelees kan word by die kantoor van die bogemelde Balju te Parkstraat 8, Kempton Park:

Sekere Gedeelte 3, soos meer breedvoerig beskryf word op Deeltitel Plan SS 15/79 in die skema bekend as Lethabo, geleë te Gedeelte 1 van Erf 1781, Birchleigh-uitbreiding 8-dorpsgebied, plaaslike owerheid van Kempton Park, gehou onder Titellakte ST15/79 (3) Eenheid, grootte 123 (een honderd drie-en-twintig) vierkante meter, ook bekend as Wooneenheid 3, Lethabo, Elginweg, Birchleigh-uitbreiding 8.

Beskrywing: Eenheid bestaande uit eetkamer, kombuis, twee slaapkamers, twee toilette, badkamer, sitkamer, alles onder 'n teëldak, motorhuis en 'n motorprit. Verbeterings is nie gewaarborg nie.

Die hiernagenoemde eiendom sal vir verkoping aangebied word, en die tersaaklike verkoopvoorwaardes is as volg:

1. Die eiendom sal voetstoots en sonder reserwe verkoop word aan die hoogste bieder, onderhewig aan artikel 66 van die Landdroshofwet.

2. Die koper sal 10% (tien persent) as deposito in kontant betaal by toeslaan van die bod. Waarborg vir die balans binne 30 dae na veiling.

3. Die risiko in en voordeel tot die eiendom sal oorgedra word aan die koper met datum van die verkoping.

Die volle voorwaardes sal voor die verkoping uitgelees en kan gedurende kantoorure nagegaan word by die kantoor van die Balju.

Geteken te Kempton Park op hierdie 17de dag van November 1994.

C. A. C. Korf, vir Van Rensburg Schoon & Cronje, Die Eike 8, Monumentweg en Longstraat, Kempton Park, 1620. (Verw. Mev. Van Heerden/AB1128.)

Saak 7851/94

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

In die saak tussen **Allied Bank Bepark**, 'n divisie van ABSA Bank Bepark, Eksekusieskuldeiser, en **Phoka Paulus Mosasi**, Eksekusieskuldenaar

Ten uitvoerlegging van 'n vonnis toegestaan deur bogemelde Agbare Hof sal 'n verkoping sonder reserwes deur die Balju, Kempton Park, op 22 Desember 1994 om 10:00, te Parkstraat 8, Kempton Park, gehou word van die ondergenoemde eiendom van die Eksekusieskuldenaar op die voorwaardes wat deur die afslaer uitgelees sal word ten tye van die verkoping en welke voorwaardes voor die verkoping gelees kan word by die kantoor van die bogemelde Balju te Parkstraat 8, Kempton Park:

Sekere Erf 448, Maokeng-afdeling Tembisa-dorpsgebied, Registrasieafdeling IR, Transvaal, gehou onder Titellakte TL 62795/87, grootte 278 (twee honderd agt-en-sewentig) vierkante meter, ook bekend as 448 Maokeng-afdeling, Tembisa.

Beskrywing: Woning bestaande uit eetkamer, kombuis, twee slaapkamers, toilet, alles onder 'n teëldak. Verbeterings is nie gewaarborg nie.

Die hiernagenoemde eiendom sal vir verkoping aangebied word, en die tersaaklike verkoopvoorwaardes is as volg:

1. Die eiendom sal voetstoots en sonder reserwe verkoop word aan die hoogste bieder, onderhewig aan artikel 66 van die Landdroshofwet.

2. Die koper sal 10% (tien persent) as deposito in kontant betaal by toeslaan van die bod. Waarborg vir die balans binne 30 dae na veiling.

3. Die risiko in en voordeel tot die eiendom sal oorgedra word aan die koper met datum van die verkoping.

Die volle voorwaardes sal voor die verkoping uitgelees en kan gedurende kantoorure nagegaan word by die kantoor van die Balju.

Geteken te Kempton Park op hierdie 17de dag van November 1994.

C. A. C. Korf, vir Van Rensburg Schoon & Cronje, Die Eike 8, Monumentweg en Longstraat, Kempton Park, 1620. (Verw. mev. Van Heerden/AB1282.)

Case 4598/94

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

In the matter between **NBS Bank Limited**, formerly known as Natal Building Society Limited (Reg. No. 87/01384/06), Plaintiff,
and **Ettiene le Roux**, Defendant

In pursuance of a judgment in the Court for the Magistrate of Boksburg, on 27 May 1994 and writ of execution issued pursuant thereto, the property listed hereunder will be sold in execution on 13 January 1995 at 11:15, at the office of the Sheriff, 182 Leeuwpoot Street, Boksburg, to the highest bidder:

Certain Erf 138, Bardene Extension 2 Township, Registration Division IR, Transvaal, situated on 16 Fick Street, Bardene, in the Township of Bardene, District of Boksburg, measuring 1 042 (one thousand and forty-two) square metres.

The following improvements are reported to be on the property, but nothing is guaranteed: Face brick building under tiles, comprising lounge, dining-room, kitchen, three bedrooms and two bathrooms. *Outbuildings*: Two garages, carport and w.c.

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

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

Dated at Boksburg on this the 21st day of November 1994.

Hammond Pole & Dixon, Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 917-4631.) (Ref. N00158/Mrs Kok.)

Case 9478/93

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

In the matter between **NBS Bank Limited**, formerly known as Natal Building Society Limited (Reg. No. 87/01384/06), Plaintiff,
and **Andries Johannes de Beer**, Defendant

In pursuance of a judgment in the Court for the Magistrate of Benoni, on 28 September 1993 and writ of execution issued pursuant thereto, the property listed hereunder will be sold in execution on 18 January 1995 at 11:00, in front of the Magistrate's Court, Harpur Avenue, Benoni, to the highest bidder:

Certain Erf 5314, Benoni Extension 16 Township, Registration Division IR, Transvaal, situated on 62 Umgeni Street, Farrarmere, Benoni, measuring 1 487 (one thousand four hundred and eighty-seven) square metres.

The following improvements are reported to be on the property, but nothing is guaranteed: Building built of brick, plaster and paint, tiled roof comprising lounge, dining-room, kitchen, pantry, four bedrooms, one and a half bathrooms, shower, two w.c.'s, entrance hall, two garages, s.q., w.c., laundry, swimming-pool, slasto brick paving, walls and attached flat.

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 21st day of November 1994.

Hammond Pole & Dixon, Attorney for Plaintiff, First Floor, Regional House, 75 Elston Avenue, Benoni. (Tel. 917-4631.) (Ref. Mrs Kok/NB7664.)

Case 8123/94

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

In the matter between **ABSA Bank Limited** (Allied Bank Division) (86/04794/06), Plaintiff, and **Dumisani Ngwenya**, First Defendant, and **Mavis Nomonde Nyongwana**, Second Defendant

In pursuance of a judgment in the Court for the Magistrate of Boksburg, on 20 September 1994 and writ of execution issued pursuant thereto, the property listed hereunder will be sold in execution on 13 January 1995 at 11:15, at the office of the Sheriff, 182 Leeuwpoot Street, Boksburg, to the highest bidder:

Certain: All the right, title and interest in the leasehold in respect of Erf 16662, Vosloorus Extension 26 Township, situated on 16662 Vosloorus Extension 26, in the Township of Vosloorus Extension 26, District of Boksburg, measuring 296 (two hundred and ninety-six) square metres.

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

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

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

Dated at Boksburg on this the 21st day of November 1994.

Hammond Pole & Dixon, Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 917-4631.) (Ref. A00236/Mrs Teixeira.)

Case 10878/91

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

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

In pursuance of a judgment in the Court for the Magistrate of Boksburg, on 22 September 1992 and writ of execution issued pursuant thereto, the property listed hereunder will be sold in execution on 13 January 1995 at 11:15, at the office of the Sheriff, 182 Leeuwpoot Street, Boksburg, to the highest bidder:

Certain: All the right, title and interest in the leasehold in respect of Erf 6312, Vosloorus Extension 9 Township, situated on 6312 Lefuli Crescent, Vosloorus Extension 9, in the Township of Vosloorus Extension 9, District of Boksburg, measuring 471 (four hundred and seventy-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 dining-room, three bedrooms, bathroom with w.c., kitchen and w.c.

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

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

Dated at Boksburg on this the 21st day of November 1994.

Hammond Pole & Dixon, Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 917-4631.) (Ref. AF5087/Mrs Teixeira.)

Case 8119/94

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

In the matter between **ABSA Bank Limited** (Allied Bank Division) (86/04794/06), Plaintiff, and **Mpho Walter Radebe**,
First Defendant, and **Masisi Esther Radebe**, Second Defendant

In pursuance of a judgment in the Court for the Magistrate of Boksburg, on 23 September 1994 and writ of execution issued pursuant thereto, the property listed hereunder will be sold in execution on 13 January 1995 at 11:15, at the office of the Sheriff, 182 Leeuwpoot Street, Boksburg, to the highest bidder:

Certain: All the right, title and interest in the leasehold in respect of Erf 4015, Vosloorus Township, situated on 4015 Manikwame Street, Vosloorus, in the Township of Vosloorus, District of Boksburg, measuring 254 (two hundred and fifty-four) square metres.

The following improvements are reported to be on the property, but nothing is guaranteed: Building built of brick and plaster, asbestos roof comprising lounge, kitchen, two bedrooms, bathroom, w.c. 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 21st day of November 1994.

Hammond Pole & Dixon, Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 917-4631.) (Ref. A00237/Mrs Teixeira.)

Case 5868/93

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 **Gavin John Louttit**,
First Defendant, and **Elmarie Marinda Louttit**, Second Defendant

In pursuance of a judgment in the Court for the Magistrate of Boksburg, on 23 August 1993 and writ of execution issued pursuant thereto, the property listed hereunder will be sold in execution on 13 January 1995 at 11:15, at the office of the Sheriff, 182 Leeuwpoot Street, Boksburg, to the highest bidder:

Certain: Erf 535, Reiger Park Extension 1 Township, situated on 535 Salie Street, Reiger Park Extension 1, in the Township of Reiger Park Extension 1, District of Boksburg, measuring 363 (three hundred and sixty-three) square metres.

The following improvements are reported to be on the property, but nothing is guaranteed: Building built of brick and plaster, metal roof comprising lounge, three bedrooms, bathroom, kitchen 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 21st day of November 1994.

Hammond Pole & Dixon, Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 917-4631.) (Ref. U00311/Mrs Teixeira.)

Case 1348/94

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

In the matter between **ABSA Bank Limited** (Allied Bank Division) (86/04794/06), Plaintiff, and **Roger Cameron Miller**, First Defendant, and **Naomi Chercherine Miller**, Second Defendant

In pursuance of a judgment in the Court for the Magistrate of Boksburg, on 19 May 1994 and writ of execution issued pursuant thereto, the property listed hereunder will be sold in execution on 13 January 1995 at 11:15, at the office of the Sheriff, 182 Leeuwpoot Street, Boksburg, to the highest bidder:

Certain Erf 225, Delmore Park Extension 2 Township, situated on 7 Geelbek Street, Delmore Park Extension 2, in the Township of Delmore Park Extension 2, District of Boksburg, measuring 350 (three hundred and fifty) square metres.

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

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

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

Dated at Boksburg on this the 21st day of November 1994.

Hammond Pole & Dixon, Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 917-4631.) (Ref. A00099/Mrs Teixeira.)

Case 4595/94

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 **Photios Stavropoulos**, First Defendant, and **Amalia Stavropoulos**, Second Defendant

In pursuance of a judgment in the Court for the Magistrate of Boksburg, on 25 May 1994 and writ of execution issued pursuant thereto, the property listed hereunder will be sold in execution on 13 January 1995 at 11:15, at the office of the Sheriff, 182 Leeuwpoot Street, Boksburg, to the highest bidder:

Certain Erf 458, Freeway Park Extension 1 Township, situated on 5 Westoe Road, Freeway Park Extension 1, in the Township of Freeway Park Extension 1, District of Boksburg, measuring 1 293 (one thousand two hundred and ninety-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 an entrance hall, lounge, family room, bar, study, three bedrooms, bathroom with w.c., bathroom with shower and w.c., kitchen, scullery, servant's room and w.c.

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

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

Dated at Boksburg on this the 21st day of November 1994.

Hammond Pole & Dixon, Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 917-4631.) (Ref. U00190/Mrs Teixeira.)

Case 6708/91

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

In the matter between **Allied Bank**, a division of ABSA Bank Limited (Reg. No. 86/04794/06), Plaintiff, and **Ntombizodwa Leonie Molise**, Defendant

In pursuance of a judgment in the Court for the Magistrate of Boksburg on 7 October 1991 and writ of execution issued pursuant thereto, the property listed hereunder will be sold in execution on 13 January 1995 at 11:15, at the Sheriff's Office, 182 Leeuwpoot Street, Boksburg, to the highest bidder:

All the right, title and interest in the leasehold in respect of certain Erf 16787, Vosloorus Extension 26 Township, situated at 16787 Vosloorus Extension 26, in the Township of Vosloorus Extension 26, District of Boksburg, measuring 307 (three hundred and 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, two bedrooms, bathroom with w.c. 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 21st day of November 1994.

Hammond Pole & Dixon, Attorney for Plaintiff, Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 917-4631.) [Ref. Mrs Teixeira/AF0978 (AB478).]

Case 9815/94

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

In the matter between **ABSA Bank Limited** (Allied Bank Division) (86/04794/06), Plaintiff, and **Mhlophe Whitey Nala**, First Defendant, and **Thembanani Constance Beauty Nala**, Second Defendant

In pursuance of a judgment in the Court for the Magistrate of Boksburg, on 17 October 1994 and writ of execution issued pursuant thereto, the property listed hereunder will be sold in execution on 13 January 1995 at 11:15, at the office of the Sheriff, 182 Leeuwpoot Street, Boksburg, to the highest bidder:

Certain: All the right, title and interest in the leasehold in respect of Erf 6826, Vosloorus Extension 9 Township, situated on 6826 Vosloorus Extension 9, in the Township of Vosloorus Extension 9, District of Boksburg, measuring 388 (three hundred and eighty-eight) 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, two bathrooms, w.c., kitchen, double garage and store-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 21st day of November 1994.

Hammond Pole & Dixon, Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 917-4631.) (Ref. A00332/Mrs Teixeira.)

Case 9646/94

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

In the matter between **ABSA Bank Limited** (Allied Bank Division) (86/04794/06), Plaintiff, and **Sipho Solomon Mthombeni**, First Defendant, and **Edith Mildred Mthombeni**, Second Defendant

In pursuance of a judgment in the Court for the Magistrate of Boksburg, on 5 October 1994 and writ of execution issued pursuant thereto, the property listed hereunder will be sold in execution on 13 January 1995 at 11:15, at the office of the Sheriff, 182 Leeuwpoot Street, Boksburg, to the highest bidder:

Certain: All the right, title and interest in the leasehold in respect of Erf 7546, Vosloorus Extension 9 Township, situated on 7546 Vosloorus Extension 9, in the Township of Vosloorus Extension 9, District of Boksburg, measuring 408 (four hundred and eight) 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, two bedrooms and 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 21st day of November 1994.

Hammond Pole & Dixon, Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 917-4631.) (Ref. A00316/Mrs Teixeira.)

Case 20437/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Sepulveda, Dgene Helen Dimitrios**, Defendant

A sale without reserve will be held at the office of the Sheriff of the Supreme Court, Randburg, 9 Elna Randhof, corner of Selkirk Avenue and Blairgowrie Drive, Randburg, on Tuesday, 20 December 1994 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, Randburg:

Erf 4811, Bryanston Extension 45 Township, Registration Division IR, Transvaal, measuring 1 500 square metres, held by the Defendant under Deed of Transfer T17007/87, being 44 Hornbill Road, Bryanston Extension 45.

Improvements described hereunder are not guaranteed: The dwelling consists of lounge, dining-room, family room, two bathrooms/w.c., kitchen, laundry, servants' quarters/bathroom/w.c., double garage and swimming-pool.

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 23rd day of November 1994.

Smith Jacobs & Braatvedt, Plaintiff's Attorneys, First Floor, Cradock Heights, 21 Cradock Avenue, Rosebank, Johannesburg. (Tel. 883-2740.)

Case 20430/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited**, Plaintiff, and **Wagner, Marion**, Defendant

A sale without reserve will be held at the office of the Sheriff of the Supreme Court, Randburg, 9 Elna Randhof, corner of Selkirk Avenue and Blairgowrie Drive, Randburg, on Tuesday, 20 December 1994 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, Randburg:

Holding 182, Chartwell Agricultural Holdings, Registration Division JQ, Transvaal, measuring 2,5696 hectares, held by the Defendant under Deed of Transfer T38932/91, being 183 Third Street, Chartwell Agricultural Holdings. The land is vacant.

Terms: 10% (ten per cent) deposit on sale, balance by acceptable guarantee or cash within 14 days of the sale. Sheriff's commission payable by the purchaser on date of sale.

Dated at Johannesburg on this 23rd day of November 1994.

Smith Jacobs & Braatvedt, Plaintiff's Attorneys, First Floor, Cradock Heights, 21 Cradock Avenue, Rosebank, Johannesburg. (Tel. 883-2740.)

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 13 January 1995 at 11:15, at the office of the Sheriff, 182 Leeuwpoot 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 of lounge, dining-room, kitchen, two bedrooms, two bathrooms, w.c. 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 November 1994.

Hammond Pole & Dixon, Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 917-4631.) (Ref. A00192/Mrs Teixeira.)

Case 10190/94

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 **Simon Madala Mawela**, First Defendant, and **Lungile Martha Mawela**, Second Defendant

In pursuance of a judgment in the Court for the Magistrate of Boksburg, on 24 October 1994, and writ of execution issued pursuant thereto, the property listed hereunder will be sold in execution on 13 January 1995 at 11:15, at the office of the Sheriff, 182 Leeuwpoot Street, Boksburg, to the highest bidder:

Certain: Portion 282, of Lot 192, Klippoortje Agricultural Lots Township, situated on 8 Kameeldoring Street, Klippoortje, in the Township of Klippoortje, District of Boksburg, measuring 800 (eight hundred) square metres.

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

Building built of brick and plaster, tiled roof comprising a lounge, dining-room, kitchen, two bedrooms and 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 23rd day of November 1994.

Hammond Pole & Dixon, Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 917-4631.) (Ref. A00352/Mrs Teixeira.)

Case 3325/94

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

In the matter between **ABSA Bank Limited** (United Bank Division) (Reg. No. 86/04794/06), Plaintiff, and **Buchner Guillaume du Toit**, Defendant

In pursuance of a judgment in the Court for the Magistrate of Benoni on 2 June 1994, and writ of execution issued pursuant thereto, the property listed hereunder will be sold in execution on 18 January 1995 at 11:00, in front of the Magistrate's Court, Harpur Avenue, Benoni, to the highest bidder:

Certain: Erf 196, Brentwood Extension 1 Township, situated on 65 Swellendam Street, in the Township of Brentwood Park, District of Benoni, measuring 1 001 (one thousand and 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 of a lounge, dining-room, kitchen, three bedrooms, two bathrooms, w.c. and a single 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, Benoni.

Dated at Boksburg on this 23rd day of November 1994.

Hammond Pole & Dixon, Attorney for Plaintiff, Second Floor, Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 917-4631.) [Ref. Mrs Teixeira/A00155 (A155).]

Saak 7862/94

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

In die saak tussen **Allied Bank**, handeldrywende as ABSA Bank Beperk, Eksekusieskuldeiser, en **Dirk Jacobus Petrus Venter**, Eerste Eksekusieskuldenaar, en **Catharina Elizabeth Venter**, Tweede Eksekusieskuldenaar

Ten uitvoerlegging van 'n vonnis toegestaan deur bogemelde Agbare Hof sal 'n verkoping sonder reserwes deur die Balju, Kempton Park, op 22 Desember 1994 om 10:00, te Parkstraat 8, Kempton Park, gehou word van die ondergenoemde eiendom van die Eksekusieskuldenaar op die voorwaardes wat deur die afslaer uitgelees sal word ten tye van die verkoping en welke voorwaardes voor die verkoping gelees kan word by die kantoor van die bogemelde Balju te Parkstraat 8, Kempton Park:

Sekere Erf 141, Kempton Park-Wes-dorpsgebied, Registrasieafdeling IR, Transvaal, transportakte gehou onder Titellakte T40847/87, grootte 612 (seshonderd en twaalf) vierkante meter, ook bekend as 23 Grensweg, Kempton Park-Wes.

Beskrywing: Woning bestaande uit sitkamer, badkamer, toilet, kombuis en drie slaapkamers. Alles onder 'n sinkdak, 'n motoroprit en motorhuis. Die eiendom is omhein met betonmure.

Verbeterings is nie gewaarborg nie.

Die hiernagenoemde eiendom sal vir verkoping aangebied word, en die tersaaklike verkoopvoorwaardes is as volg:

1. Die eiendom sal voetstoots en sonder reserwe verkoop word aan die hoogste bieder, onderhewig aan artikel 66 van die Landdroshofwet.

2. Die koper sal 10% (tien persent) as deposito in kontant betaal by toeslaan van die bod. Waarborg vir die balans binne 30 dae na veiling.

3. Die risiko in en voordeel tot die eiendom sal oorgedra word aan die koper met datum van die verkoping.

Die volle voorwaardes sal voor die verkoping uitgelees en kan gedurende kantoor-ure nagegaan word by die kantoor van die Balju.

Geteken te Kempton Park op hierdie 23ste dag van November 1994.

C. A. C. Korf, vir Van Rensburg Schoon & Cronje, Die Eike 8, Monumentweg en Longstraat, Kempton Park, 1620. (Verw. mev. Van Heerden/ABAB1241.)

Saak 12233/91

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

In die saak tussen **Allied Bank**, handeldrywende as ABSA Bank Beperk, Eksekusieskuldeiser, en **Marthinus Hendricus de Villiers**, Eerste Eksekusieskuldenaar, en **Anna Maria Barbara de Villiers**, Tweede Eksekusieskuldenaar

Ten uitvoerlegging van 'n vonnis toegestaan deur bogemelde Agbare Hof, sal 'n verkoping sonder reserwes deur die Balju, Kempton Park, op 22 Desember 1994 om 10:00 te Parkstraat 8, Kempton Park, gehou word van die ondergenoemde eiendom van die Eksekusieskuldenaar op die voorwaardes wat deur die afslaer uitgelees sal word ten tye van die verkoping en welke voorwaardes voor die verkoping gelees kan word by die kantoor van die bogemelde Balju te Parkstraat 8, Kempton Park:

Sekere Erf 654, Kempton Park-Wes-dorpsgebied, Registrasieafdeling IR, Transvaal, transportakte gehou onder Titellakte T42167/90, grootte 601 (seshonderd en een) vierkante meter, ook bekend as 3 Skutstraat, Kempton Park-Wes.

Beskrywing: Woning bestaande uit eetkamer, sitkamer, badkamer, toilet, kombuis en drie slaapkamers. Alles onder 'n teëldak en 'n motorafdek. Die eiendom is omhein met betonmure. Verbeterings is nie gewaarborg nie.

Die hiernagenoemde eiendom sal vir verkoping aangebied word, en die tersaaklike verkoopvoorwaardes is as volg:

1. Die eiendom sal voetstoots en sonder reserwe verkoop word aan die hoogste bieder, onderhewig aan artikel 66 van die Landdroshofwet.

2. Die koper sal 10% (tien persent) as deposito in kontant betaal by toeslaan van die bod. Waarborg vir die balans binne 30 dae na veiling.

3. Die risiko in en voordeel tot die eiendom sal oorgedra word aan die koper met datum van die verkoping.

Die volle voorwaardes sal voor die verkoping uitgelees en kan gedurende kantoor-ure nagegaan word by die kantoor van die Balju.

Geteken te Kempton Park op hierdie 23ste dag van November 1994.

C. A. C. Korf, vir Van Rensburg Schoon & Cronje, Die Eike 8, hoek van Monumentweg en Longstraat, Kempton Park, 1620.
(Verw. mev. Van Heerden/AB750.)

Saak 6337/94

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

In die saak tussen **Allied Bank**, handeldrywende as ABSA Bank Beperk, Eksekusieskuldeiser, en **Hendri Pieter Swart**, Eksekusieskuldenaar

Ten uitvoerlegging van 'n vonnis toegestaan deur bogemelde Agbare Hof, sal 'n verkoping sonder reserwes deur die Balju, Kempton Park, op 22 Desember 1994 om 10:00, te Parkstraat 8, Kempton Park, gehou word van die ondergenoemde eiendom van die Eksekusieskuldenaar op die voorwaardes wat deur die afslaer uitgelees sal word ten tye van die verkoping en welke voorwaardes voor die verkoping gelees kan word by die kantoor van die bogemelde Balju te Parkstraat 8, Kempton Park:

Sekere Erf Gedeelte 3, soos meer breedvoerig omskryf word in Deeltitel Plan SS5/85, in die skema bekend as Chaceley, geleë te Erf 197, Norkem Park-dorpsgebied, Registrasieafdeling IR, Transvaal, Plaaslike Owerheid van Kempton Park, transportakte gehou onder Titelakte ST111481/92, grootte 133 (eenhonderd drie-en-dertig) vierkante meter, ook bekend as 3 Chaceley, Norkempark.

Beskrywing: Eenheid bestaande uit eetkamer, kombuis, drie slaapkamers, twee badkamers, twee toilette, sitkamer, studeerkamer, familie/TV kamer. Alles onder 'n teëldak, twee motorhuise, 'n motoroprit en 'n swembad. Die eiendom is met betonmure omhein. Verbeterings is nie gewaarborg nie.

Die hiernagenoemde eiendom sal vir verkoping aangebied word, en die tersaaklike verkoopvoorwaardes is as volg:

1. Die eiendom sal voetstoots en sonder reserwe verkoop word aan die hoogste bieder, onderhewig aan artikel 66 van die Landdroshofwet.

2. Die koper sal 10% (tien persent) as deposito in kontant betaal by toeslaan van die bod. Waarborg vir die balans binne 30 dae na veiling.

3. Die risiko in en voordeel tot die eiendom sal oorgedra word aan die koper met datum van die verkoping.

Die volle voorwaardes sal voor die verkoping uitgelees en kan gedurende kantoorure nagegaan word by die kantoor van die Balju.

Geteken te Kempton Park op hierdie 23ste dag van November 1994.

C. A. C. Korf, vir Van Rensburg Schoon & Cronje, Die Eike 8, hoek van Monumentweg en Longstraat, Kempton Park, 1620.
(Verw. mev. Van Heerden/AB1181.)

Saak 20035/93

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

In die saak tussen **Zilla Visser**, Eksekusieskuldeiser, en **Maria Elizabeth Beukes**, Eksekusieskuldenaar

Ten uitvoerlegging van 'n vonnis toegestaan deur bogemelde Agbare Hof, sal 'n verkoping sonder reserwes deur die Balju, Kempton Park, op 22 Desember 1994 om 10:00, te Parkstraat 8, Kempton Park, gehou word van die ondergenoemde eiendom van die Eksekusieskuldenaar op die voorwaardes wat deur die afslaer uitgelees sal word ten tye van die verkoping en welke voorwaardes voor die verkoping gelees kan word by die kantoor van die bogemelde Balju te Parkstraat 8, Kempton Park:

Sekere Erf 494, Birchleigh-Noord-uitbreiding 3-dorpsgebied, Registrasieafdeling IR, Transvaal, transportakte gehou onder Titelakte T105485/92, grootte 1 000 (eenduisend) vierkante meter, ook bekend as Pongolarivierrylaan 389, Birchleigh-Noord-uitbreiding 3.

Beskrywing: Woning bestaande uit eetkamer, kombuis, drie slaapkamers, badkamer, toilet, sitkamer. Alles onder 'n teëldak en 'n motoroprit. Die eiendom is met betonmure omhein. Verbeterings is nie gewaarborg nie.

Die hiernagenoemde eiendom sal vir verkoping aangebied word, en die tersaaklike verkoopvoorwaardes is as volg:

1. Die eiendom sal voetstoots en sonder reserwe verkoop word aan die hoogste bieder, onderhewig aan artikel 66 van die Landdroshofwet.

2. Die koper sal 10% (tien persent) as deposito in kontant betaal by toeslaan van die bod. Waarborg vir die balans binne 30 dae na veiling.

3. Die risiko in en voordeel tot die eiendom sal oorgedra word aan die koper met datum van die verkoping.

Die volle voorwaardes sal voor die verkoping uitgelees en kan gedurende kantoorure nagegaan word by die kantoor van die Balju.

Geteken te Kempton Park op hierdie 23ste dag van November 1994.

C. A. C. Korf, vir Van Rensburg Schoon & Cronje, Die Eike 8, hoek van Monumentweg en Longstraat, Kempton Park, 1620.
(Verw. mev. Van Heerden/V711.)

Saak 10698/93

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

In die saak tussen **Allied Bank**, handeldrywende as **ABSA Bank Beperk**, Eksekusieskuldeiser, en **Cecil Theodore Claassen**, Eksekusieskuldenaar

Ten uitvoerlegging van 'n vonnis toegestaan deur bogemelde Agbare Hof, sal 'n verkoping sonder reserwes deur die Balju, Kempton Park, op 22 Desember 1994 om 10:00, te Parkstraat 8, Kempton Park, gehou word van die ondergenoemde eiendom van die Eksekusieskuldenaar op die voorwaardes wat deur die afslaer uitgelees sal word ten tye van die verkoping en welke voorwaardes voor die verkoping gelees kan word by die kantoor van die bogemelde Balju te Parkstraat 8, Kempton Park:

Sekere Erf Gedeelte 24, soos meer breedvoerig omskryf in Deeltitel Plan SS75/86, in die skema bekend as Aneenwoonstelle, geleë te gedeelte 8 van Erf 2768, Kempton Park-dorpsgebied, transportakte gehou onder Titelakte ST4815/91 [ST75/86 (24) unit], grootte 38 (aght-en-dertig) vierkante meter, ook bekend as Aneenwoonstelle 303, Gladiatorstraat, Kempton Park.

Beskrywing: Eenheid bestaande uit gekombineerde eet-/sit-/slaapkamer (jonkmanswoonstel), badkamer en toilet. Verbeterings is nie gewaarborg nie.

Die hiernagenoemde eiendom sal vir verkoping aangebied word, en die tersaaklike verkoopvoorwaardes is as volg:

1. Die eiendom sal voetstoots en sonder reserwe verkoop word aan die hoogste bieder, onderhewig aan artikel 66 van die Landdroshofwet.

2. Die koper sal 10% (tien persent) as deposito in kontant betaal by toeslaan van die bod. Waarborg vir die balans binne 30 dae na veiling.

3. Die risiko in en voordeel tot die eiendom sal oorgera word aan die koper met datum van die verkoping.

Die volle voorwaardes sal voor die verkoping uitgelees en kan gedurende kantoorure nagegaan word by die kantoor van die Balju.

Geteken te Kempton Park op hierdie 23ste dag van November 1994.

C. A. C. Korf, vir Van Rensburg Schoon & Cronje, Die Eike 8, hoek van Monumentweg en Longstraat, Kempton Park, 1620. (Verw. mev. Van Heerden/AB1041.)

Saak 6328/94

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

In die saak tussen **Allied Bank Beperk**, 'n divisie van **ABSA Bank Beperk**, Eksekusieskuldeiser, en **Bosula Lot Motene**, Eerste Eksekusieskuldenaar, en **Charlotte Maditaba Motene**, Tweede Eksekusieskuldenaar

Ten uitvoerlegging van 'n vonnis toegestaan deur bogemelde Agbare Hof sal 'n verkoping sonder reserwes deur die Balju, Kempton Park, op 22 Desember 1994 om 10:00 te Parkstraat 8, Kempton Park, gehou word van die ondergenoemde eiendom van die Eksekusieskuldenaar op die voorwaardes wat deur die afslaer uitgelees sal word ten tye van die verkoping en welke voorwaardes voor die verkoping gelees kan word by die kantoor van die bogemelde Balju te Parkstraat 8, Kempton Park:

Sekere Erf 945, Glenmarais-uitbreiding 1-dorpsgebied, Registrasieafdeling IR, Transvaal, transportakte gehou onder Titelakte T82413/92, grootte 991 (negehoonderd een-en-negentig) vierkante meter, ook bekend as Quineneweg 15, Glenmarais-uitbreiding 1.

Beskrywing: Woning bestaande uit eetkamer, kombuis, drie slaapkamers, badkamer, toilet, sitkamer. Alles onder 'n teëldak, 'n motoroprit en motorhuis. Die eiendom is met betonmure omhein. Verbeterings is nie gewaarborg nie.

Die hiernagenoemde eiendom sal vir verkoping aangebied word, en die tersaaklike verkoopvoorwaardes is as volg:

1. Die eiendom sal voetstoots en sonder reserwe verkoop word aan die hoogste bieder, onderhewig aan artikel 66 van die Landdroshofwet.

2. Die koper sal 10% (tien persent) as deposito in kontant betaal by toeslaan van die bod. Waarborg vir die balans binne 30 dae na veiling.

3. Die risiko in en voordeel tot die eiendom sal oorgedra word aan die koper met datum van die verkoping.

Die volle voorwaardes sal voor die verkoping uitgelees en kan gedurende kantoor-ure nagegaan word by die kantoor van die Balju.

Geteken te Kempton Park op hierdie 23ste dag van November 1994.

C. A. C. Korf, vir Van Rensburg Schoon & Cronje, Die Eike 8, hoek van Monumentweg en Longstraat, Kempton Park, 1620. (Verw. mev. Van Heerden/AB1190.)

Saak 1878/94

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

In die saak tussen **Saambou Bank Beperk**, Vonnisskuldeiser, en **Molungu Edward Mantanga**, Eerste Vonnisskuldenaar, en **Mieta Mantanga**, Tweede Vonnisskuldenaar

As gevolg van 'n vonnis van die Landdroshof, Kempton Park, en 'n lasbrief gedateer 17 Maart 1994, sal die volgende eiendom verkoop word in eksekusie op 12 Januarie 1995 om 10:00, by die Baljukantoor, Parkstraat 8, Kempton Park, naamlik die Vonnisskuldenaar se reg, titel en aanspraak in en tot Erf 534, Moteong, geleë te Erf 534, Moteong, grootte 265 vierkante meter.

Verkoopvoorwaardes:

1. Die gesegde eiendom sal verkoop word per openbare veiling sonder voorbehoud en die verkoping sal onderhewig wees aan die bepalinge van die Landdroshofwet en reëls daarvolgens neergelê en die voorwaardes van die titelakte asook die verkoopvoorwaardes waarna verwys word in Paragraaf 4 hiervan.

2. Die verbeterings op die gemelde eiendom word as volg beskryf, maar geen waarborg word in hierdie opsig gegee nie: Woonhuis.

3. Die koopprys is betaalbaar soos volg: 20% (twintig persent) van die verkoopprys by die verkoping en die balans moet betaal of gewaarborg word met 'n goedgekeurde bank- of bougenootskapwaarborg binne 14 dae vanaf datum van koop.

4. Die volledige verkoopvoorwaardes sal deur die Balju van hierdie Agbare Hof uitgelees word voor die verkoping en lê ook ter insae by sy kantore en by die kantoor van die Eiser se prokureurs.

Slabbert & Visser, Vierde Verdieping, Bybelhuis, Centraallaan 18, Posbus 47, Kempton Park. (Tel. 975-4941.)

Saak 1251/94

IN DIE LANDDROSHOF VIR DIE DISTRIK LICHTENBURG GEHOU TE LICHTENBURG

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

Ingevolge 'n lasbrief vir eksekusie gedateer 25 Oktober 1994, sal die volgende eiendom te Langstraat 63, Lichtenburg, per publieke veiling verkoop word op Vrydag, 13 Januarie 1995 om 10:00:

Gedeelte 3 van Erf 103, geleë in die dorpsgebied Lichtenburg, met straatadres van Langstraat 63, Lichtenburg, Registrasieafdeling IP, Transvaal, groot 1 548 (eenduisend vyfhonderd agt-en-veertig) vierkante meter, gehou kragtens Akte van Transport T19046/1992, synde 'n woonhuis met drie slaapkamers, sitkamer, eetkamer, kombuis, studeerkamer, opwaskamer, motorhuise, badkamer en toilet.

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

Geteken te Lichtenburg op hierdie 17de dag van November 1994.

Bosman & Bosman, Prokureurs vir Eiser, Melvillestraat 45, Posbus 1, Lichtenburg, 2740. (Verw. mnr. Nortje/S360/mdk.)

**Saak 26635/92
PH 507**

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

In die saak tussen **ABSA Bank Beperk**, Eiser, en **Carey-Walker, Christopher Michael John**, Verweerder

Ingevolge uitspraak van die Hooggeregshof van Suid-Afrika (Witwatersrandse Plaaslike Afdeling) in bogemelde saak sal 'n verkoping gehou word op 19 Desember 1994 om 10:00, by die perseel van die ondergemelde eiendom:

Sekere Erf 770, Windsor-dorpsgebied, Registrasieafdeling IQ, Transvaal, groot 991 (negehonderd een-en-negentig) vierkante meter, geleë te Viscountstraat 41, Windsor, Randburg.

Die volgende inligting word verskaf insake verbeterings, alhoewel geen waarborge in verband daarmee gegee word nie: 'n Vier slaapkamerwoonhuis, bestaande uit sitkamer, eetkamer, twee badkamers, kombuis en waskamer.

Buitegeboue bestaande uit twee bediendekamers en swembad.

3. Die verkoping sal plaasvind op die voorwaardes wat die Balju ten tye van die verkoping sal lees en die volle verkoopvoorwaardes mag ondersoek word by die kantoor van die Balju te Randburg, Elnasentrum 9, hoek van Selkirk- en Blairgowriestraat, Randburg, of die Eiser se prokureurs, Blakes Ing., te Vyfde Verdieping, Pleinstraat 14, Johannesburg.

Geteken te Johannesburg op hierdie 7de dag van November 1994.

D. J. Rens, vir Blakes Ing., Vyfde Verdieping, Pleinstraat 14, Johannesburg. (Verw. mnr. Rens/IVDB/RRG017.)

Case 3369/93

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

In the matter between **ABSA Bank Limited** (United Division), Plaintiff, and **Martha, Hendrina Sophia Nortje**, 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 December 1994 at 10:00, of:

Portion 22 of Erf 67, situated in the Township of The Orchards, Registration Division JR, Transvaal, measuring 991 square metres, known as 3 Acacia Street, The Orchards.

Particulars are not guaranteed: Dwelling with lounge, dining-room, kitchen, three bedrooms, two bathrooms, study and single garage.

Inspect conditions at Sheriff, Wonderboom, Portion 83, De Onderstepoort (just north of Sasko Mills), old Warmbaths Road, Bon Accord.

J. A. Alheit, for MacRobert De Villiers Lunnon & Tindall Inc. (Tel. 328-6770.) (Ref. N1/A-371713/JAA/J. S. Herbst.)

Case 69952/94

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 **Marthinus Jacobus Erwee**, 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 142 Struben Street, Pretoria, on 25 January 1995 at 10:00, to the highest bidder:

Certain Erf 1256, situated in the Township of Neuweloord Extension 2, Registration Division JR, Transvaal, measuring 1 275 square metres, situated at 13 Spekhout Street, Heuweloord Extension 2.

Terms and conditions:

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

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

Description of property: House, lounge, dining-room, kitchen, two bedrooms, bathroom and w.c.

Outbuildings: Single garage, double carport and w.c.

Other: Concrete walls, paving, court-yard and alarmsystem.

3. *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.

4. *Conditions:* The full conditions of sale may be inspected at the Sheriff's Offices, at Plot 83, corner of West and Gerhardus Streets, Lyttelton Agricultural Holdings, Lyttelton, Verwoerdburgstad.

Signed at Pretoria on this 23rd day of November 1994.

Shapiro & De Meyer Inc., Third Floor, Shapiro Chambers, Bureau Lane, Pretoria. (Ref. Mrs T. Kartoudes/M. Kirsten/N1336.)

Case 10948/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Hendrik Jacobus du Toit**, Defendant

A sale in execution of the undermentioned property is to be held at the office of the Sheriff, Kempton Park, 8 Park Street, Kempton Park, on Thursday, 22 December 1994 at 10:00:

Full conditions of sale can be inspected at the Sheriff, Kempton Park, 8 Park Street, Kempton Park, and will be read out prior to the sale taking place.

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

Property: Erf 70, situated in the Township of Clayville, Registration Division JR, Transvaal, measuring 1 535 square metres, also known as 27 Mill Street, Clayville.

Improvements: House, lounge, dining-room, three bedrooms, bathroom, toilet, kitchen, two garages and carport.

Findlay & Niemeyer Inc., Attorneys for Plaintiff, P.O. Box 801, Pretoria. (Tel. 326-2487.) (Ref. Mr Coetzee eb X34.)

Case 2051/91

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

In the matter between **First National Bank of S.A. Ltd** (Reg. No. 05/01225/06), Plaintiff, and **Lot Derick Scrimnenger**, First Defendant

In pursuance of a judgment in the Court for the Magistrate of Boksburg on 9 April 1991 and writ of execution issued pursuant thereto the property listed hereunder will be sold in execution on 13 January 1995 at 11:00, at the office of the Sheriff, 439 Prince George Avenue, Brakpan, to the highest bidder:

Certain Erf 355, Geluksdal Township, situated on 355 Sprankel Circle, Geluksdal, in the Township of Geluksdal, District of Brakpan, measuring 570 (five hundred and seventy) square metres.

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

Dated at Boksburg on this the 23rd day of November 1994.

Hammond Pole & Dixon, Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 917-4631.) (Ref. B0516F/Mrs West.)

Case 1866/94

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

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

In pursuance of a judgment in the Court for the Magistrate of Boksburg, on 30 May 1994, and writ of execution issued pursuant thereto the property listed hereunder will be sold in execution on 12 January 1995 at 10:00, at the Sheriff's Office, Fourth Floor, Standard Bank Towers, President Street, Germiston, to the highest bidder:

Certain Remaining Extent of Erf 146, Eastleigh Township, Registration Division IR, Transvaal, situated on 99 Main Road, Eastleigh Ridge, Edenvale, measuring 2 349 (two thousand three hundred and forty-nine) square metres.

The following improvements are reported to be on the property, but nothing is guaranteed: Building built of brick, plaster and paint, corrugated iron roof, comprising lounge, dining-room, TV room, kitchen, entrance hall, four bedrooms, bathroom, shower, three w.c.'s and garage. *Outbuildings*: Two carports, servant's room, w.c. and bath.

The conditions of sale: The purchase price will be payable as to a deposit in cash of 10% (ten per 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, Germiston North.

Dated at Boksburg on this the 22nd day of November 1994.

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

Case 11841/93

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

In the matter between **NBS Bank Limited**, formerly known as Natal Building Society Limited (Reg. No. 87/01384/06), Plaintiff, and **Ameen Dawood**, First Defendant, and **Ameena Bibi Dawood**, Second Defendant

In pursuance of a judgment in the Court for the Magistrate of Benoni, on 11 November 1993, and writ of execution issued pursuant thereto the property listed hereunder will be sold in execution on 13 January 1995 at 11:00, at the office of the Sheriff, 439 Prince George Avenue, Brakpan, to the highest bidder:

Certain Erf 1875, Dalpark Extension 6 Township, Registration Division IR, Transvaal, situated on 8 Umkomaas Avenue, Dalpark Extension 6, in the Township of Dalpark Extension 6, District of Brakpan, measuring 1 120 (one thousand one hundred and twenty) 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, TV room, dining-room, study, kitchen, three bedrooms, two bathrooms, shower, two toilets, outside toilet, swimming-pool and carport.

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, Brakpan.

Dated at Benoni on this the 23rd day of November 1994.

Hammond Pole & Dixon, Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 917-4631.) (Ref. N20012/Mrs Kok.)

Case 7410/94
PH 307IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)

In the matter between **First National Bank of Southern Africa Limited**, Plaintiff, and **System Technique CC**, First Defendant, and **Brian Taylor Latham**, Second 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 De Klerk, Vermaak & Partners Inc., Overvaal Building, 28 Kruger Avenue, Vereeniging, on 15 December 1994 at 10:00, the undermentioned property of the Judgment Debtors, the conditions of which lie for inspection at the offices of the Sheriff of the Supreme Court, 131 Marshall Street, Johannesburg, prior to the date of sale:

Holding 32, Walkerville Agricultural Holdings, Registration Division IQ, Transvaal, measuring 1,7844 (one comma seven eight four four) hectares.

The following information is furnished regarding the improvements, though in this respect, nothing is guaranteed: A single storey detached house consisting of lounge, dining-room, study, kitchen, two bedrooms, two bathrooms, two garages and two servants' quarters, all under asbestos roof.

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 (thirty) days from the date of sale.

Auctioneers' charges, payable on the day of the sale, to be calculated as follows: 5% (five per cent) of 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 1st day of November 1994.

John Broido, Plaintiff's Attorney, 17th Floor, 1711 Sanlam Centre, Jeppe Street, P.O. Box 9046, Johannesburg. (Tel. 333-2141.) (Ref. J. Broido/DH.)

Case 7207/94

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

In the matter between **ABSA Bank Limited**, Plaintiff, and **Deon Robbertse**, First Defendant, and **Anel Robbertse**,
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 December 1994 at 10:00:

Erf 743, The Orchards Extension 11 Township, Registration Division JR, Transvaal, measuring 991 square metres, known as 70 Strydom Street, The Orchards Extension 11.

Particulars are not guaranteed.

Dwelling: Lounge, dining-room, kitchen, two bedrooms and bathroom.

Inspect conditions at Sheriff, Wonderboom, Portion 83, De Onderstepoort (just north of Sasko Mills), old Warmbaths Road, Bon Accord).

J. A. Alheit, for MacRobert De Villiers Lunnon & Tindall Inc. (Tel. 328-6770.) (Ref. N1/B-419219/JAA/M. Oliphant.)

Case 24250/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

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

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of the Sheriff, Johannesburg South, at 131 Marshall Street, Johannesburg, on Thursday, 22 December 1994 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 1145, Winchester Hills Extension 3 Township, Registration Division IR, Transvaal, situation 107 Vleiroos, corner of Ronel Avenue, Winchester Hills Extension 3, area 1 023 (one thousand and twenty-three) square metres.

Improvements (not guaranteed): Three bedrooms, two bathrooms, kitchen, lounge, dining-room, two garages/store-rooms, under tiled roof, staff quarters and property enclosed.

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

Dated at Johannesburg on the 10th day of November 1994.

Maisels Smit & Lowndes, Attorneys for Plaintiff, Second Floor, Nedbank Park, 13 Girton Road, Parktown, Johannesburg. (Tel. 484-1777.) (Ref. NV111E/mgh/tf.)

Case 34913/92

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Gqabaza, Gloria Paulina**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of the Sheriff, Johannesburg South, at 131 Marshall Street, Johannesburg, on Thursday, 22 December 1994 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 645, Meredale Extension 6 Township, Registration Division IQ, Transvaal, situation 14 Barbet Street, Meredale Extension 6, area 1 519 (one thousand five hundred and nineteen) square metres.

Improvements (not guaranteed): A vacant stand.

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 10th day of November 1994.

Maisels Smit & Lowndes, Attorneys for Plaintiff, Second Floor, Nedbank Park, 13 Girton Road, Parktown, Johannesburg. (Tel. 484-1777.) (Ref. NQ40E/mgh/tf.)

Case 26450/92

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Van Wyk, Ricahrd Donivan**, First Defendant, and **Van Wyk, Trudy**, 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, Vereeniging, at De Klerk Vermaak & Partners Inc., Overvaal Building, 28 Kruger Avenue, Vereeniging, on Thursday, 22 December 1994 at 10:00, of the undermentioned property of the Defendants on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff prior to the sale:

Certain: Erf 1048, Zakariyya Park Extension 4 Township, Registration Division IQ, Transvaal, situation 1 048 Sweetbay Crescent, Zakariyya Park, area 480 (four hundred and eighty) square metres.

Improvements (not guaranteed): Two bedrooms, bathroom, kitchen, lounge, under tiled roof and property enclosed.

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 November 1994.

Maisels Smit & Lowndes, Attorneys for Plaintiff, Second Floor, Nedbank Park, 13 Girton Road, Parktown, Johannesburg.
(Tel. 484-1777.) (Ref. OZ124E/mgh.)

Case 25746/92

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Malema, Mabunang Mita**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of the Sheriff, Johannesburg West (Soweto East), at 131 Marshall Street, Johannesburg, on Thursday, 22 December 1994 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: All right, title and interest in the leasehold in respect of Lot 26017, Meadowlands Township, situation 2855B (formerly 26017) Zone 10, Meadowlands, area 196 (one hundred and ninety-six) square metres.

Improvements (not guaranteed): Bedroom, kitchen, dining-room, two garages/store-room, under iron and asbestos roof and property enclosed.

Terms: A cash payment immediately on the property being knocked down to the purchaser, for 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 10th day of November 1994.

Maisels Smit & Lowndes, Attorneys for Plaintiff, Second Floor, Nedbank Park, 13 Girton Road, Parktown, Johannesburg.
(Tel. 484-1777.) (Ref. NO12E/mgh/tf.)

Case 30538/93

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

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

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of the Sheriff, Johannesburg South, at 131 Marshall Street, Johannesburg, Thursday, 22 December 1994 at 10:00, of the undermentioned property of the Defendant on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff prior to the sale:

Certain: Portion 105 (a portion of Portion 101) of the farm Olifantsvlei 327, Registration Division IQ, Transvaal, situation 105 Private Road, Olifantsvlei, Kibler Park, area 4,5033 (four comma five nought three three) hectares.

Improvements (not guaranteed): Two bedrooms, bathroom, kitchen, lounge, dining-room, five garages/store-rooms, under iron roof, staff quarters and property enclosed.

Terms: A cash payment immediately on the property being knocked down to the purchaser, for 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 10th day of November 1994.

Maisels Smit & Lowndes, Attorneys for Plaintiff, Second Floor, Nedbank Park, 13 Girton Road, Parktown, Johannesburg.
(Tel. 484-1777.) (Ref. NQ79E/mgh/tf.)

Case 26257/94

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Fernandes, Paulo Jose Guerra**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of the Sheriff, Johannesburg South, at 131 Marshall Street, Johannesburg, on Thursday, 22 December 1994 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 129, South Hills Township, Registration Division IR, Transvaal, situation 19 Reitz Street, South Hills, Johannesburg, area 500 (five hundred) square metres.

Improvements (not guaranteed): Lounge, dining-room, three bedrooms, bathroom, kitchen, wash-up/laundry, two garages two carports, swimming-pool, under iron roof, property enclosed, staff quarters with ablutions.

Terms: A cash payment immediately on the property being knocked down to the purchaser, for 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 3rd day of November 1994.

Maisels Smit & Lowndes, Attorneys for Plaintiff, Second Floor, Nedbank Park, 13 Girton Road, Parktown, Johannesburg. (Tel. 484-1777.) (Ref. NV186E/mgh/tf.)

Case 24250/93

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

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

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of the Sheriff, Johannesburg South, at 131 Marshall Street, Johannesburg, on Thursday, 22 December 1994 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 1145, Winchester Hills Extension 3 Township, Registration Division IR, Transvaal, situation 107 Vleiroos, corner of Ronel Avenue, Winchester Hills Extension 3, area 1 023 (one thousand and twenty-three) square metres.

Improvements (not guaranteed): Three bedrooms, two bathrooms, kitchen, lounge, dining-room, two garages/store-rooms, under tiled roof, staff quarters and property enclosed.

Terms: A cash payment immediately on the property being knocked down to the purchaser, for 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 10th day of November 1994.

Maisels Smit & Lowndes, Attorneys for Plaintiff, Second Floor, Nedbank Park, 13 Girton Road, Parktown, Johannesburg. (Tel. 484-1777.) (Ref. NV111E/mgh/tf.)

Saak 26635/92
PH507

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

In die saak tussen **ABSA Bank Beperk**, Eiser, en **Carey-Walker, Christopher Michael John**, Verweerder

Ingevolge uitspraak van die Hooggeregshof van Suid-Afrika (Witwatersrandse Plaaslike Afdeling) in bogemelde saak sal 'n verkoping gehou word op 20 Desember 1994 om 10:00, by die perseel van die ondergemelde eiendom:

Sekere: Erf 770, Windsor-dorpsgebied, Registrasieafdeling IQ, Transvaal, groot 991 (negehonderd een en negentig) vierkante meter, geleë te Viscountstraat 41, Windsor, Randburg.

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

'n Vierslaapkamerwoonhuis bestaande uit sitkamer, eetkamer, twee badkamers, kombuis en waskamer.

Buitegeboue bestaande uit twee bediendekamers en swembad.

3. Die verkoping sal plaasvind op die voorwaardes wat die Balju ten tye van die verkoping sal lees en die volle verkoopvoorwaardes mag ondersoek word by die kantoor van die Balju, Randburg, Elna Sentrum 9, hoek van Selkirk en Blairgowriestraat, Randburg, of die Eiser se prokureurs Blakes Ing., Vyfde Verdieping, Pleinstraat 14, Johannesburg.

Geteken te Johannesburg op hierdie 7de dag van November 1994.

D. J. Rens, vir Blakes Ing., Vyfde Verdieping, Pleinstraat 14, Johannesburg. (Verw. Mnr. Rens/ivdb/RRG017.)

CAPE • KAAP

Case 8210/94**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF EAST LONDON HELD AT EAST LONDON****In the matter between ABSA Bank Ltd (United Bank Division), Plaintiff, and Andre van Heek, Defendant**

In pursuance of a judgment of the above Honourable Court and a writ of execution dated 14 October 1994, the following property will be sold on 14 December 1994 at 10:00, at the property, namely 6 Epsom Place, Stirling, East London, to the highest bidder:

Erf 30393, East London, Municipality and Division of East London, in extent 1 140 (one thousand one hundred and forty) square metres, held by Deed of Transfer 693/1993, also known as 6 Epsom Place, Stirling, East London.

Subject to the conditions referred to in the said deed of transfer.

Conditions of sale:

1. The purchaser shall pay 10% (ten per centum) of the purchase price at the time of the sale and the unpaid balance thereof, together with interest to be secured, by way of an approved bank or building society guarantee to the Plaintiff's conveyancers within fourteen (14) days of date of sale.

2. The property shall be sold voetstoots and shall be subject to the terms and rules of the Magistrates' Courts Act as also to the provisions of the title deed.

3. The property shall be sold subject to any existing tenancy and if a bid is insufficient to meet the claim of the Execution Creditor the property shall be sold free of such tenancy.

Subject to the foregoing, the purchaser shall be entitled to possession from the date of sale.

4. The full conditions of sale may be inspected at the offices of the Plaintiff's attorneys and these will be read out by the auctioneer immediately prior to the sale.

5. The following information is furnished but not guaranteed: Brick under tiles dwelling consisting of lounge, entrance hall, dining-room, TV lounge, kitchen, study, three bedrooms, bath/w.c./shower and w.c./sh.

Outbuildings: Double garage, maids room and w.c./shower.

Dated at East London this 7th day of November 1994.

Russell Esterhuizen Nel & De Klerk, Judgment Creditor's Attorneys, 8 Graham Road, Southernwood, East London. (Ref. Mr I. C. Russell.)

Case 19556/93**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF WYNBERG HELD AT WYNBERG****In the matter between ABSA Bank Limited, trading as Allied Bank, Plaintiff, and Patricia Valerie Mukuddem, Defendant**

The following property will be sold in execution, voetstoots and without reserve, to the highest bidder, at the Magistrate's Court, Wynberg, on 21 December 1994 at 10:00:

Erf 42273, Cape Town at Crawford, in the City of Cape Town, Cape Division, in extent 496 square metres, also known as 40 Sunnyside Road, Crawford.

Conditions:

1. The following information is furnished, but not guaranteed:

Brick dwelling under tiled roof with lounge, kitchen, four bedrooms, bathroom, toilet and garage.

2. *Payment:* 10% (ten per centum) 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 11th day of November 1994.

Balsillie Watermeyer & Cawood, Attorneys for Execution Creditor, 16th Floor, Reserve Bank Building, 30 Hout Street, Cape Town.

Case 34787/93**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF WYNBERG HELD AT WYNBERG****In the matter between ABSA Bank Limited, trading as United Bank, Plaintiff, and Bhavyata Naran Mitha, Defendant**

The following property will be sold in execution, voetstoots and without reserve, to the highest bidder, at the Magistrate's Court, Wynberg, on 21 December 1994 at 10:00:

1. Section 24 as shown and more fully described on Sectional Plan SS 134/1991, in the building or buildings known as Rylands Heights, situated at Athlone, in the City of Cape Town, Cape Division, of which the floor area, according to the said sectional plan, is 50 (fifty) square metres in extent, and

an undivided share in the common property in the land and building or buildings as shown and more fully described on the said sectional plan, apportioned to the said section in accordance with the participation quota of the said section, held under Certificate of Registered Sectional Title ST 134/1991 (24) (Unit) dated 3 July 1991, and

2. Section 47 as shown and more fully described on Sectional Plan SS 134/1991, in the building or buildings known as Rylands Heights, situated at Athlone, in the City of Cape Town, Cape Division, of which the floor area, according to the said sectional plan, is 5 (five) square metres in extent, and

an undivided share in the common property in the land and building or buildings as shown and more fully described on the said sectional plan, apportioned to the said section in accordance with the participation quota of the said section, held under Certificate of Registered Sectional Title ST 134/1991 (47) (Unit) dated 3 July 1991.

Also known as 24 Rylands Heights, corner of Jane and Ramola Avenues, Rylands Estate.

Conditions:

1. The following information is furnished, but not guaranteed:

Section dwelling with lounge, kitchen, two bedrooms and bathroom/toilet.

2. *Payment:* 10% (ten per centum) 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 11th day of November 1994.

Balsillie Watermeyer & Cawood, Attorneys for Execution Creditor, Ninth Floor, Wale Street, Chambers, 38 Wale Street, Cape Town.

Case 15283/94

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

ABSA Bank Limited, trading as United Bank Limited, *versus* **Alroy Peter Leibrandt and Denise Margaret Leibrandt**

The following property will be sold in execution to the highest bidder at a public auction to be held in front of the Court-house for the District of Wynberg, on Monday, 19 December 1994 at 10:00:

Erf 5816, Grassy Park at Lotus River, in the Local Area of Grassy Park, in extent 303 (three hundred and three) square metres, held by Deed of Transfer T51419/89 and situated at 53 Third Avenue, Grassy Park, 7945.

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, Wynberg.

2. The following improvements on the property are reported but nothing is guaranteed: A dwelling comprising lounge, kitchen, two bedrooms, bathroom and w.c.

3. *Payment:* 10% (ten per centum) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the full balance thereof together with interest at the rate of 15,25% (fifteen comma two five per centum) from the date of sale to the date of transfer, against registration of transfer, which amounts are to be secured by an approved bank or building society guarantee to be delivered within 14 days of the date of sale.

4. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

Dated at Cape Town on the 10th day of November 1994.

G. Visser, for Malan Laàs & Scholtz, Plaintiff's Attorney, 14th Floor, Trust Bank Centre, Adderley Street, Cape Town. [Tel. (021) 419-5880/1/2.] (Ref. GJV/SG Z25969.)

Case 5152/94

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

ABSA Bank Limited, trading as Allied Bank, *versus* **Mogamat Sadlie Davis and Amina Davis**

The following property will be sold in execution to the highest bidder at a public auction to be held in front of the Court-house for the District of Wynberg, on Monday, 19 December 1994 at 10:00:

Erf 671, Grassy Park, in the Local Area of Grassy Park, in extent 625 (six hundred and twenty-five) square metres, held by Deed of Transfer T61285/88 and situated at 16 Misrole Avenue, Grassy Park, 7945.

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, Wynberg.

2. The following improvements on the property are reported but nothing is guaranteed: A dwelling comprising lounge, kitchen, five bedrooms, two bathrooms and two w.c.'s.

3. *Payment:* 10% (ten per centum) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the full balance thereof together with interest at the rate of 15,25% (fifteen comma two five per centum) from the date of sale to the date of transfer, against registration of transfer, which amounts are to be secured by an approved bank or building society guarantee to be delivered within 14 days of the date of sale.

4. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

Dated at Cape Town on 9th day of November 1994.

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 Z24305.)

Case 18121/94

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

ABSA Bank Limited, trading as United Bank Limited, *versus* **Arnold Abrahams, Marilyn Irene Abahams and Peter Paul Noland**

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, 16 Meadows Mews, off Ottery Road, Ottery, Plumstead, 7800, on Thursday, 22 December 1994 at 14:00:

Section 16, Meadow Mews, at Ottery in the area of the Local Council of Ottery, in extent 58 (fifty-eight) square metres, held by Deed of Transfer ST11972/93 and situated at 16 Meadows Mews, off Ottery Road, Ottery, Plumstead, 7800.

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, Wynberg.

2. The following improvements on the property are reported but nothing is guaranteed: A dwelling comprising entrance hall, lounge, kitchen, two bedrooms, bathroom and w.c.

3. *Payment:* 10% (ten per centum) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the full balance thereof together with interest at the rate of 15,25% (fifteen comma two five per centum) from the date of sale to the date of transfer, against registration of transfer, which amounts are to be secured by an approved bank or building society guarantee to be delivered within 14 days of the date of sale.

4. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

Dated at Cape Town on 14th day of November 1994.

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 Z26576.)

Case 937/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KING WILLIAM'S TOWN HELD AT KING WILLIAM'S TOWN

In the matter between **King William's Town Municipality**, Plaintiff, and **Miss N. T. Duze**, Defendant

In pursuance of a judgment in the above Honourable Court of 7 June 1994, and a writ of execution dated 7 June 1994, the following immovable property will be sold in execution on 19 December 1994 at 10:10, at the offices of the Sheriff for the Magistrate's Court, Radue Weir Building, Eales Street, King William's Town:

Erf 2738, King William's Town, Municipality and Division of King William's Town, in extent 793 (seven hundred and ninety-three) square metres, being 34 Warren Street, King William's Town, held by Deed of Transfer T363/1993.

Conditions of sale:

1. The purchaser will pay 10% (ten per centum) 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 signature of the conditions of sale.

2. The property is to be sold voetstoots in terms of the Magistrates' Courts Act and subject to the provisions of the title deeds.

3. The full conditions of sale may be inspected at Plaintiff's attorneys offices and will be read out by the auctioneer at the sale.

Dated at King William's Town on this 14th day of November 1994.

P. G. Wood, for Hutton & Cook, Plaintiff's Attorneys, The Arches, Taylor Street, King William's Town. (Ref. P. Wood/lrw.)

Case 15899/93

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, Judgment Creditor, and **Samuel Baartman**, First Judgment Debtor, and **Yolanda Elizabeth Ann Baartman**, Second Judgment Debtor

In pursuance of a judgment granted on 14 October 1994, in the Kuils River Magistrate's Court, the following property will be sold to the highest bidder, on 19 December 1994 at 09:00, at Kuils River Court-house:

Description: Erf 1618, Gaylee in the Local Area of Blue Downs, Stellenbosch Division, in extent 312 (three hundred and twelve) square metres.

Postal address: 53 Drakenstein Street, Gaylee.

Improvements: Dwelling: Three bedrooms, bathroom, toilet, lounge and kitchen.

Held by Deed of Transfer 33283/92.

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 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 16th day of November 1994.

H. C. van Niekerk, for Van Niekerk Groenewald & Van Zyl, Plaintiff's Attorneys, 101 Parow Chambers, 121 Voortrekker Road, Parow, 7500; P.O. Box 713, Parow, 7500. [Tel. (021) 92-6017.] (Ref. Z53918/HVN/Mrs Wolmarans.)

Case 26532/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT ELIZABETH HELD AT PORT ELIZABETH

Nedcor Bank Limited, Plaintiff *versus* **Wilhelm Malan de Kock NO**, Defendant

In pursuance of a judgment dated 16 September 1994, and an attachment on 13 October 1994, the right of leasehold to the following immovable property will be sold in the foyer of the Magistrate's Court, Main Street, Port Elizabeth, by public auction on Thursday, 15 December 1994 at 14:15:

Erf 472, Motherwell NU6 in the Administrative District of Uitenhage, in extent 254 (two hundred and fifty-four) square metres, situated at 212 Mgwangqa Street, Motherwell NU6, Port Elizabeth.

While nothing is guaranteed, it is understood that on the property is a detached brick dwelling under a tiled roof consisting of two bedrooms, lounge, kitchen and bathroom.

A substantial bond is available to an approved purchaser.

The conditions of sale may be inspected at the office of the Sheriff of the Magistrate's Court, North, Danellyn Building, 12 Theale Street, North End, Port Elizabeth.

Terms: 10% (ten per centum) on the date of sale, the balance including VAT if applicable, against transfer to be secured by a guarantee approved by Plaintiff's attorneys to be furnished within 21 days of sale. Sheriff's charges [5% (five per centum) on the first R20 000 and thereafter 3% (three per centum) to a maximum of R6 000 with a minimum of R200 plus VAT] are also payable on date of sale.

Dated 16th day of November 1994.

Pagdens, Plaintiff's Attorneys, Pagdens Court, 18 Castle Hill, Port Elizabeth.

Case 28815/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT ELIZABETH HELD AT PORT ELIZABETH

Nedcor Bank Limited, Plaintiff *versus* **Moses Kraai**, Defendant

In pursuance of a judgment dated 3 October 1994, and an attachment on 8 November 1994, the right of leasehold to the following immovable property will be sold in the foyer of the Magistrate's Court, Main Street, Port Elizabeth, by public auction on Thursday, 15 December 1994 at 14:15:

Erf 30222, Zwide, Administrative District of Port Elizabeth, in extent 284 (two hundred and eighty-four) square metres, situated at 26 Lusu Street, Zwide, Port Elizabeth.

While nothing is guaranteed, it is understood that on the property is a detached brick dwelling under a tiled roof consisting of two bedrooms, lounge, kitchen and bathroom.

A substantial bond is available to an approved purchaser.

The conditions of sale may be inspected at the office of the Sheriff of the Magistrate's Court, North, Danellyn Building, 12 Theale Street, North End, Port Elizabeth.

Terms: 10% (ten per centum) on the date of sale, the balance including VAT if applicable, against transfer to be secured by a guarantee approved by Plaintiff's attorneys to be furnished within 21 days of sale. Sheriff's charges [5% (five per centum) on the first R20 000 and thereafter 3% (three per centum) to a maximum of R6 000 with a minimum of R200 plus VAT] are also payable on date of sale.

Dated 16th day of November 1994.

Pagdens, Plaintiff's Attorneys, Pagdens Court, 18 Castle Hill, Port Elizabeth.

Case 34212/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT ELIZABETH HELD AT PORT ELIZABETH

Nedcor Bank Limited *versus* **Andile Augustine Ningi**

In pursuance of a judgment dated 5 November 1993, and an attachment on 14 December 1993, the right of leasehold to the following immovable property will be sold in the foyer of the Magistrate's Court, Main Street, Port Elizabeth, by public auction on Thursday, 15 December 1994 at 14:15:

Erf 1176, Motherwell NU5, Administrative District of Uitenhage, in extent 377 (three hundred and seventy-seven) square metres, situated at 9 Kaoda Street, Motherwell NU5, Port Elizabeth.

While nothing is guaranteed, it is understood that on the property is a detached brick dwelling under a tiled roof consisting of two bedrooms, lounge, kitchen and bathroom.

A substantial bond is available to an approved purchaser.

The conditions of sale may be inspected at the office of the Sheriff of the Magistrate's Court, North, Danellyn Building, 12 Theale Street, North End, Port Elizabeth.

Terms: 10% (ten per centum) on the date of sale, the balance including VAT if applicable, against transfer to be secured by a guarantee approved by Plaintiff's attorneys to be furnished within 21 days of sale. Sheriff's charges [5% (five per centum) on the first R20 000 and thereafter 3% (three per centum) to a maximum of R6 000 with a minimum of R200 plus VAT] are also payable on date of sale.

Dated 15th day of November 1994.

Pagdens, Plaintiff's Attorneys, Pagdens Court, 18 Castle Hill, Port Elizabeth.

Case 3598/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

In the matter between **ABSA Bank Limited**, trading as Allied Bank, Judgment Creditor, and **Gustav du Toit**, Judgment Debtor

In pursuance of a judgment granted on 23 June 1993, in the Kuils River Magistrate's Court, the following property will be sold to the highest bidder, on 19 December 1994 at 09:00, at Kuils River Court-house:

Description: Erf 6666, Kraaifontein, in the Municipality of Kraaifontein, Paarl Division, in extent 682 (six hundred and eighty-two) square metres, held by Deed of Transfer 79881/92.

Postal address: 110 Hill Street, Kraaifontein.

Improvements: Dwelling: Lounge, dining-room, kitchen, four bedrooms, two bathrooms, servant's room, en suite bath, store-room and swimming-pool.

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 14th day of November 1994.

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 3143/94 PH 255

IN THE SUPREME COURT OF SOUTH AFRICA

(Cape of Good Hope Provincial Division)

In the matter between **The Standard Bank of South Africa Limited**, Plaintiff, and **Sotero Do Nascimento Pacheco**, 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 1370 Zeeland Street, Langebaan on Friday, 20 January 1995 at 14:00, 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, 12 Vrede Street, Malmesbury.

Erf 1370, Langebaan, in the Municipality of Langebaan, Division of Malmesbury, in extent 1 125 square metres and situated at 1370 Zeeland Street, Langebaan.

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

Terms:

1. 10% (ten per centum) of the purchase price in cash on the day of sale, the balance payable against registration of transfer, to be secured by a bank or building society or other acceptable guarantee to be furnished within fourteen (14) days from the date of sale.

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

Dated at Montague Gardens this 15th day of November 1994.

William Inglis, Plaintiff's Attorneys, 17 Marconi Road, Montague Gardens. [Tel. (021) 52-5138.] (Ref. W. D. Inglis/cs/R186/4287.)

Case 11145/94
PH 255IN THE SUPREME COURT OF SOUTH AFRICA
(Cape of Good Hope Provincial Division)In the matter between **The Standard Bank of South Africa Limited**, Plaintiff, and **Ivan Croza**, First Defendant, and **Jeanetta Naomi Sylvia Croza**, 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 2 Jersey Way, Westridge, Mitchells Plain, on Thursday, 19 January 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 for the Supreme Court, 6 Mulberry Mall, Strandfontein Shopping Centre, Strandfontein.

Erf 6386, Mitchells Plain, in the Municipality of Cape Town, Division Cape in extent 176 square metres, and situated at 2 Jersey Way, Westridge, Mitchells Plain.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: A 65 square metre main dwelling consisting of lounge/dining-room, kitchen, two bedrooms and bathroom with water-closet.

Terms:

1. 10% (ten per centum) of the purchase price in cash on the day of sale, the balance payable against registration of transfer, to be secured by a bank or building society or other acceptable guarantee to be furnished within fourteen (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), and a minimum charge of R200 (two hundred rand).

Dated at Montague Gardens this 16th day of November 1994.

William Inglis, Plaintiff's Attorneys, 17 Marconi Road, Montague Gardens. [Tel. (021) 52-5138.] (Ref. W. D. Inglis/cs/S1450/3800.)

Case 51340/93

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

In the matter between **The Municipality of Cape Town**, Judgment Creditor, and **Nabieb Martin**, Judgment Debtor

The following will be sold in execution in front of the Court-house, for the District of Wynberg, on 19 December 1994 at 10:00, to the highest bidder:

Erf 121068, measuring 316 square metres, held by 73358 dated 15 December 1989, situated at 24 Duncan Road, Wynberg.

1. The following improvements on the property are reported (but nothing is guaranteed): Three bedrooms, kitchen, lounge, bathroom and 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 15,25% (fifteen 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. The full conditions of sale which will be read out by the Messenger prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Plaintiff's Attorneys, 8 Riebeeck, Cape Town. (Ref. 103483/Mrs Liebrandt.)

Case 9568/93

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

The Municipality of The City of Cape Town, Judgment Creditor, *versus*, **Ebrahim Gaidien**, Judgment Debtor

The following will be sold in execution in front of the Court-house, for the District of Wynberg, on 19 December 1994 at 10:00, to the highest bidder:

Erf 37774, Crawford, in extent 706 square meters, held by 30364 dated 29 November 1972, situated at 5 Rolan Crescent, Crawford.

1. The following improvements are reported but not guaranteed: Dwelling: Single dwelling built of brick walls under tiled roof consisting of three bedrooms, lounge, kitchen, bathroom and 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 15,25% (fifteen 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, Plaintiff's Attorneys, 8 Riebeeck Street, Cape Town. (Ref. 103139/Mrs Wentzel.)

Case 58409/91

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

Nedcor Bank Limited versus N. Khan

The property: 9217 Grassy Park, in the Local Area of Grassy Park, Cape Division.

In extent: 519 square metres.

Situated at: 1 Meadow Way, Grassy Park.

Improvements (not guaranteed): Brick dwelling, corrugated iron roof, lounge, kitchen, three bedrooms, two bathrooms and double garage.

Date of sale: 21 December 1994 at 10:00.

Place of sale: Wynberg Magistrate's Court.

Material conditions: The sale will be by public auction to the highest bidder, subject to a 10% (ten per cent) deposit in cash or by bank cheque on the day of the sale, and the balance on transfer together with interest thereon calculated in the manner set out more fully in the conditions of sale and subject to the terms set out in the conditions of sale which will be read immediately prior to the sale and which are available for inspection at the offices of the Sheriff for the Magistrate's Court, Electric Road, Wynberg.

Pincus Matz Marquard Hugo-Hamman, Attorneys for Judgment Creditor, 135 Main Road, Claremont.

Case 31087/93

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

Nedcor Bank Limited versus L. C. Mini

The property: 68619 Cape Town at Wynberg, in the Municipality of Cape Town, Cape Division.

In extent: 240 square metres.

Situated at: 10 Mission Road, Wynberg.

Improvements (not guaranteed): Single-storey semi-detached dwelling brick walls under zinc roof, lounge, dining-room, kitchen, two bedrooms and bathroom.

Date of sale: 21 December 1994 at 10:00.

Place of sale: Wynberg Magistrate's Court.

Material conditions: The sale will be by public auction to the highest bidder, subject to a 10% (ten per cent) deposit in cash or by bank cheque on the day of the sale, and the balance on transfer together with interest thereon calculated in the manner set out more fully in the conditions of sale and subject to the terms set out in the conditions of sale which will be read immediately prior to the sale and which are available for inspection at the offices of the Sheriff for the Magistrate's Court, Electric Road, Wynberg.

Pincus Matz Marquard Hugo-Hamman, Attorneys for Judgment Creditor, 135 Main Road, Claremont.

Case 44289/93

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

Nedcor Bank Limited versus A. B. Ontong

The property: 102590 Cape Town at Athlone, in the City of Cape Town, Cape Division.

In extent: 496 square metres.

Situated at: 8 Forbes Avenue, Lincoln Estate, Athlone.

Improvements (not guaranteed): Single dwelling, brick walls, zinc roof, lounge, kitchen, four bedrooms, bathroom and w.c.

Date of sale: 21 December 1994 at 10:00.

Place of sale: Wynberg Magistrate's Court.

Material conditions: The sale will be by public auction to the highest bidder, subject to a 10% (ten per cent) deposit in cash or by bank cheque on the day of the sale, and the balance on transfer together with interest thereon calculated in the manner set out more fully in the conditions of sale and subject to the terms set out in the conditions of sale which will be read immediately prior to the sale and which are available for inspection at the offices of the Sheriff for the Magistrate's Court, Electric Road, Wynberg.

Pincus Matz Marquard Hugo-Hamman, Attorneys for Judgment Creditor, 135 Main Road, Claremont.

Case 11401/91

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Madlavu Johnson Zaya**, Defendant

In the above matter a sale will be held in front of the Civil Court, Van Riebeeck Road, Kuils River on Monday, 19 December 1994, at 09:00:

Erf 205, Mfuleni, in the Area of Jurisdiction of the Town Committee of Mfuleni, Administrative District of Stellenbosch, measuring 295 square metres, also known as 2 Mbindini Street, Malibu Village, Blue Downs.

Conditions of sale:

1. The sale is subject to the terms and conditions of the Magistrate's 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 sixteen comma two five per centum (16,25%) 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 complete dwelling with a tiled roof comprising three bedrooms, bathroom/toilet, kitchen, lounge and 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 8436/93**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF WYNBERG HELD AT WYNBERG**

In the matter between **Municipality of Cape Town**, Plaintiff, and **Keith Denis Sangster**, Defendant

The following will be sold in execution on 19 December 1994 at 10:00, in front of the Magistrate's Court, for the District of Wynberg, to the highest bidder:

Erf 78288 (portion of Erf 74745), Cape Town, at Southfield, 496 (four hundred and ninety-six) square metres, held by Deed of Transfer T17628/1979, situated at 10 Third Avenue, Fairways.

1. The following improvements are reported but not guaranteed: Dwelling, three bedrooms, two bathrooms, kitchen, lounge, dining-room and double 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 offices of the Sheriff.
C. A. Friedlander Inc., Third Floor, Reader's Digest House, Strand Street, Cape Town, 8001.

Case 1523/94**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF CAPE TOWN HELD AT CAPE TOWN**

In the matter between **Protea Finance (Pty) Limited**, Plaintiff, and **George Henry du Preez**, Defendant

In pursuance of a judgment in the Court of the Magistrate of Cape Town, and a warrant of execution dated 20 April 1994, the following property will be sold in execution on 15 December 1994 at 10:00, at 47 Avon Way, Devon Park, Eerste River, to the highest bidder:

Certain 3003, Eerste River, measuring 346 square metres, known as 47 Avon Way, Devon Park, Eerste River.

Conditions of sale:

1. The property shall be sold without reserve and to the highest bidder and shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder, and of the title deeds, in so far as these are applicable.
2. The following improvements on the property have been reported, but nothing is guaranteed: Zoned special residential area.
3. *Terms:* The purchase price shall be paid as per ten per centum (10%) thereof on the signing of the conditions of sale and the unpaid balance together with interest thereon at the rate stipulated in the first mortgage bond registered against the property to date of payment, within fourteen (14) days to be paid or secured by an approved bank or building society guarantee.
4. *Conditions:* The full conditions of sale will be read by the Sheriff of the Court, Bellville, immediately prior to the sale, may be inspected at his office, Bellville, and at the offices of Bredell & Murray, Suite 607, Nedbank Gardens, 33 Bath Street, Rosebank, Johannesburg.

Dated at Johannesburg on this 28th day of October 1994.

M. M. Garber, for Bredell & Murray, Plaintiff's Attorneys, c/o Document Exchange, First Floor, Creative House, 31 Parliament Street, Cape Town; Docex 204, Johannesburg; P.O. Box 1573, Parklands, 2121. [Tel. (011) 880-1864/7.] (Ref. Mrs Mazzola/D49.)

Case 1829/94**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF STELLENBOSCH HELD AT STELLENBOSCH**

In the matter between **The Standard Bank of SA Limited**, Plaintiff, and **Jacques Mawonga Gantile**, Defendant

In terms of a judgment granted by the Magistrate's Court for the District of Stellenbosch, dated 26 September 1994 and a warrant of execution issued, the undermentioned property will be sold voetstoots and without reserve in execution by public auction held at the Stellenbosch Court-house, to the highest bidder on 20 December 1994 at 09:00:

Erf 904, Kayamandi, in the area of Kayamandi Town Council, Administrative District of Stellenbosch, in extent 202 (two hundred and two) square metres.

Street address: Vineyard Street, Kayamandi, Stellenbosch.

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: Three bedrooms, bathroom, kitchen and lounge.

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, Stellenbosch.

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 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 this 7th day of November 1994.

Sonnenberg Hoffmann & Galombik, Plaintiff's Attorneys, Exchange Building, 28 St George's Mall, Cape Town. (Ref. G. Bellairs/df/M156979.)

Case 18734/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF CAPE TOWN HELD AT CAPE TOWN

In the matter between **Protea Finance (Pty) Limited**, Plaintiff, and **Edmund Colin Schaffers**, Defendant

In pursuance of a judgment in the Court of the Magistrate of Cape Town, and a warrant of execution dated 7 September 1994, the following property will be sold in execution on 13 December 1994 at 12:30, at 13 Camdon Way, Dennewere, to the highest bidder:

Certain Erf 1905, Gaylee, measuring 252 square metres, known as 13 Camdon Way, Dennewere.

Conditions of sale:

1. The property shall be sold without reserve and to the highest bidder and shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder, and of the title deeds, in so far as these are applicable.

2. The following improvements on the property have been reported, but nothing is guaranteed: Zoned special Residential area.

3. *Terms:* The purchase price shall be paid as per ten per centum (10%) thereof on the signing of the conditions of sale and the unpaid balance together with interest thereon at the rate stipulated in the first mortgage bond registered against the property to date of payment, within fourteen (14) days to be paid or secured by an approved bank or building society guarantee.

4. *Conditions:* The full conditions of sale will be read by the Sheriff of the Court, Bellville, immediately prior to the sale, may be inspected at his office, Bellville, and at the offices of Bredell & Murray, Suite 607, Nedbank Gardens, 33 Bath Street, Rosebank, Johannesburg.

Dated at Johannesburg on this 7th day of November 1994.

M. M. Garber, for Bredell & Murray, Plaintiff's Attorneys, c/o First Floor, Creative House, 31 Parliament Street, Cape Town; Docex 204, Johannesburg; P.O. Box 1573, Parklands, 2121. [Tel. (011) 880-1864/7.] (Ref. Mrs Mazzola/S48.)

Saak 6469/93

IN DIE LANDDROSHOF VIR DIE DISTRIK KAAPSTAD GEHOU TE KAAPSTAD

In die saak tussen **Kleinsake-Ontwikkelingskorporasie Beperk**, Eiser, en **D. du Toit**, Verweerder

Ter uitvoering van 'n uitspraak van die Landdroshof, van 29 Junie 1992, sal die volgende in eksekusie aan die hoogste bieder verkoop word op die perseel te Cape Computer School, Muchbindingweg 17, Wetton, in die distrik Kaapstad, op 20 Desember 1994 om 12:00:

Sekere Erf 437, Wetton, beter bekend as Cape Computer Schools, Muchbindingweg 17, Wetton, geleë in die munisipale gebied Kaapstad, afdeling Kaap, groot 584 vierkante meter, gehou kragtens Transportakte T10625/1988.

Verkoopvoorwaardes:

1. Die verkoping sal onderworpe wees aan die hofreëls en die toepaslike titelakte van die eiendom, en die eiendom sal onderworpe aan die voorafgaande, aan die hoogste bieder verkoop word.

2. *Betaling:* Tien persent (10%) van die koopprys sal kontant betaal word onmiddellik na die verkoping en die volle saldo daarvan, tesame met rente teen die heersende koers van 15% (vyftien persent) per jaar (en ingeval daar enige ander voorkeurskuldeiser is) dan ook die rente betaalbaar op sodanige voorkeurskuldeiser se vordering van die datum van verkoping tot datum van registrasie van oordrag, teen registrasie van die oordrag, welke bedrag gesekureer moet word deur 'n goedgekeurde waarborg van 'n bank of bougenootskap wat binne veertien (14) dae van datum van verkoping afgelewer moet word.

3. *Voorwaardes:* Die volle verkoopvoorwaardes sal onmiddellik voor die verkoping voorgelees word en lê ter insae in die kantoor van die Balju van die Landdroshof, Wynberg.

Beskrywing: Enkelverdiepinghuis, baksteenmure onder teëldak, bestaande uit drie slaapkamers, kombuis, sitkamer, badkamer en toilet.

Gedateer te Kaapstad op hierdie 9de dag van November 1994.

Heyns & Vennote Ing., Eiser se Prokureurs, 45-On-Castle, Vyfde Verdieping, Kasteelstraat 45, Kaapstad. (Tel. 24-0301.)

Case 22183/94

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

In the matter between **ABSA Bank Limited**, Plaintiff, and **C. J. I. Davids**, First Defendant, and **Mrs D. F. Davids**, Second Defendant

In pursuance of a judgment in the Court of the Magistrate of Wynberg, the following will be sold in execution on 22 December 1994 at 10:00, in front of the Magistrate's Court, for the District of Wynberg, to the highest bidder:

Erf 132242 (portion of Erf 81661), Cape Town, at Retreat, 484 (four hundred and eighty-four) square metres, held by Deed of Transfer T52049/1987, situated at 9 Temperance Road, Retreat, three bedrooms, bathroom, kitchen, lounge and dining-room.

Conditions of sale:

1. The property shall be sold without reserve and to the highest bidder, and shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder and of the title deeds in so far as these are applicable.
2. 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 15.25% (fifteen 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, Wynberg.

C & A Friedlander Inc., Third Floor, Reader's Digest House, Strand Street, Cape Town, 8001.

Case 12235/94
PH 255IN THE SUPREME COURT OF SOUTH AFRICA
(Cape of Good Hope Provincial Division)

In the matter between **The Standard Bank of South Africa Limited**, Plaintiff, and **Edward Albert Symmonds**, 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 D Park Villas, 22 Echium Road, Table View, on Thursday, 12 January 1995 at 15:00, 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:

Description:

(a) Section 4, as shown and more fully described on Sectional Plan SS4/1988, in the building or buildings known as Park Villas, situated at Table View, in the Municipality of Milnerton, of which the floor area, according to the said sectional plan, is 70 (seventy) square metres in extent; and

(b) An undivided share in the common property in the land and building or buildings as shown and more fully described on the said sectional plan, apportioned to the said section and situated at D Park Villas, 22 Echium Road, Table View.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: A 70 square metre main dwelling consisting of an entrance hall, living/dining-room, kitchen, two bedrooms, bathroom and water closet.

Terms:

1. 10% (ten per centum) of the purchase price in cash on the day of sale, the balance payable against registration of transfer to be secured by a bank or building society or other acceptable guarantee to be furnished within fourteen (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 18th day of November 1994.

W. D. Inglis, for William Inglis, Plaintiff's Attorney, 17 Marconi Road, Montague Gardens. [Tel. (021) 52-5138.] (Ref. W. D. Inglis/cs/S1891/4706.)

Case 1745/94

IN THE SUPREME COURT OF SOUTH AFRICA
(Eastern Cape Division)

In the matter between **Fidelity Bank Limited**, incorporating Eastern Province Building Society, Plaintiff, and **David Anthony Ryan**, Defendant

In pursuance of a judgment of the above Honourable Court, dated 24 October 1994, and an attachment in execution dated 17 November 1994, the following property will be sold at 87 High Street, Port Alfred, by public auction on Monday, 19 December 1994 at 11:00:

Erf 2389, Port Alfred, in the Municipality of Port Alfred, Division of Bathurst, in extent 1 107 (one thousand one hundred and seven) square metres, situated at 87 High Street, Port Alfred.

While nothing is guaranteed, it is understood that on the property is a detached brick dwelling under a tiled roof, comprising a lounge, a dining-room, three bedrooms, one and a half bathrooms and kitchen.

A substantial building society bond can be arranged for an approved purchaser.

The conditions of sale will be read prior to the sale and may be inspected at the office of the Sheriff, Pascoe Crescent, Port Alfred, or at Plaintiff's attorneys.

Further details can be obtained from the offices of Plaintiff at 94 Main Street, Port Elizabeth. [Tel. (041) 55-1300.]

Terms: 10% (ten per cent) and Sheriff's charges of 5% (five per cent) on the first R20 000 and 3% (three per cent) on the balance on the date of sale, the balance against transfer to be secured by a bank or building society guarantee, to be approved of by Plaintiff's attorneys, to be furnished to the Sheriff within twenty-one (21) days from the date of the sale.

Dated at Port Elizabeth this 15th day of November 1994.

J. C. Kotze, for Loon & Connellan, Plaintiff's Attorneys, 4 Cape Road, Central, Port Elizabeth; c/o Netteltons, 118A High Street, Grahamstown. (Tel. 2-1416.) (Ref. J. C. Kotze/DRR DDH/bk.)

Case 10230/93

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, and **Mkulula Graham Morara**, First Defendant, and **Nomvula Judith Morara**, Second Defendant

In pursuance of a judgment of the above-mentioned Court in the matter dated 27 October 1993, the following property will be sold in execution by public auction in front of the Magistrate's Court, for the District of Goodwood, on Tuesday, 20 December 1994 at 09:00, and subject to the conditions of sale to be read at the sale:

Being Erf 3504, Langa, in the Area of Jurisdiction of the Provincial Administration of the Cape of Good Hope, Administrative District of the Cape, in extent 377 (three hundred and seventy-seven) square metres, held by Deed of Transfer T66180/88, comprising lounge/dining-room, kitchen, three bedrooms, bathroom and w.c., shower and w.c., and double carport, situated at 6 Njoli Street, Settler's Place, Langa.

The conditions of sale will lie for inspection at the offices of the Sheriff of the Supreme Court, Northumberland Street, Bellville.

Dated at Cape Town this 14th day of November 1994.

G. J. Visser, for Malan Laàs & Scholtz, Plaintiff's Attorneys, 14th Floor, Trustbank Centre, Addelrey Street, Cape Town. (Ref. GJV/SP/Z21211.)

Case 21230/94

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

In the matter between **First National Bank of Southern Africa Limited**, Judgment Creditor, and **Spencer Charles Vincent**, First Judgment Debtor, and **Sharon Jean Vincent**, Second Judgment Debtor

In pursuance of a judgment of the Magistrate's Court, Wynberg, dated 26 August 1994, and a writ of execution issued thereafter, the following property will be sold in execution in front of the Magistrate's Court, Wynberg, on 19 January 1995 at 10:00, to the highest bidder, namely:

Erf 119994, Cape Town, at Athlone, in the Municipality of Cape Town, Cape Division, measuring 329 (three hundred and twenty-nine) square metres, held by Deed of Transfer T9888/92, commonly known as 27 Suikerbos Street, Bridgetown, Athlone, and comprising the following improvements but nothing is guaranteed: A single dwelling built with bricks under an asbestos roof consisting of three bedrooms, kitchen, lounge and toilet/bathroom.

Conditions of sale:

1. The property is sold voetstoots and 10% (ten per cent) of the purchase price shall be paid in cash and the balance against transfer.

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 Plaintiff's attorneys.

Dated at Athlone on this 14th day of November 1994.

Y. Ebrahim & Co., Plaintiff's Attorneys, 106 Athfin Centre, Church Street, Athlone. (Ref. BW/vm/F-42/94.)

Case 21230/94

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

In the matter between **First National Bank of Southern Africa Limited**, Judgment Creditor, and **Spencer Charles Vincent**, First Judgment Debtor, and **Sharon Jean Vincent**, Second Judgment Debtor

In pursuance of a judgment of the Magistrate's Court, Wynberg, dated 26 August 1994, and a writ of execution issued thereafter, the following property will be sold in execution in front of the Magistrate's Court, Wynberg, on 19 January 1995 at 10:00, to the highest bidder, namely:

Erf 119994, Cape Town, at Athlone, in the Municipality of Cape Town, Cape Division, measuring 329 (three hundred and twenty-nine) square metres, held by Deed of Transfer T9888/92, commonly known as 27 Suikerbos Street, Bridgetown, Athlone, and comprising the following improvements but nothing is guaranteed: A single dwelling built with bricks under an asbestos roof consisting of three bedrooms, kitchen, lounge and toilet/bathroom.

Conditions of sale:

1. The property is sold voetstoots and ten per cent (10%) of the purchase price shall be paid in cash and the balance against transfer.
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 Plaintiff's attorneys.

Dated at Athlone on this 14th day of November 1994.

Y. Ebrahim & Co., Plaintiff's Attorneys, 106 Athfin Centre, Church Street, Athlone. (Ref. BW/vm/F-42/94.)

Case 11530/93**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF EAST LONDON HELD AT EAST LONDON**

In the matter between **ABSA Bank Ltd** (United Bank Division), Plaintiff, and **Zamani Sakie Nomtshongwana** (adult male), First Defendant, and **Ntombomzi Eugenia Nomtshongwana**, (adult female), Second Defendant

In pursuance of a judgment of the above Honourable Court and a writ of execution dated 20 May 1994, the following property will be sold on 14 December 1994 at 09:00, in the foyer of the Magistrate's Court, Buffalo Street, East London, to the highest bidder:

Erf 29405, East London (Gompo Town) Administrative District of East London, in extent 250 (two hundred and fifty) square metres, held under Certificate of Registered Grant of Leasehold TL3410/1988.

Subject to the conditions referred to in the said Certificate of Leasehold TL3410/1988 dated 2 November 1988.

Conditions of sale:

1. The purchaser shall pay ten per centum (10%) of the purchase price at the time of the sale and the unpaid balance thereof, together with interest to be secured, by way of an approved bank or building society guarantee to the Plaintiff's conveyancers within fourteen (14) days of date of sale.
2. The property shall be sold voetstoots and shall be subject to the terms and rules of the Magistrates' Courts Act as also to the provisions of the title deed.
3. The property shall be sold subject to any existing tenancy and if a bid is insufficient to meet the claim of the Execution Creditor the property shall be sold free of such tenancy.
4. The full conditions of sale may be inspected at the offices of the Plaintiff's attorneys and these will be read out by the auctioneer immediately prior to the sale.
5. The following information is furnished, but not guaranteed: Brick under tiles consisting of lounge, dining-room, kitchen, three bedrooms and bath/water closet.

Dated at East London this 10th day of November 1994.

Russell Esterhuizen Nel & De Klerk, Judgment Creditor's Attorneys, 8 Graham Road, Southernwood, East London. (Ref. J. C. Russell.)

Case 7875/94**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, Judgment Creditor, and **Melvin Johan Juliun Booysen**, Judgment Debtor

In pursuance of a judgment granted on 12 October 1994 in the Kuils River Magistrate's Court, the following property will be sold to the highest bidder on 19 December 1994 at 09:00, at Kuils River Court-house:

Description: Erf 408, Scottsdene, in the Local Area of Scottsdene, Division of Stellenbosch, in extent one hundred and eighty (180) square metres.

Postal address: 12 Iron Street, Watsonia Park.

Improvements: Dwelling: Three bedrooms, lounge, bathroom and kitchen.

Held by Deed of Transfer 61781/91.

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 this 11th day of November 1994.

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. Z58882/HVN/Mrs Wolmarans.)

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 **Neville Peter Wyngaard**, First Defendant, and **Tercia Leverne Wyngaard**, Second Defendant

In pursuance of a judgment of the Magistrate's Court of Mitchells Plain and writ of execution dated 16 May, the property listed hereunder and commonly known as 26 Washington Drive, Colorado Park, will be sold in execution in front of the Magistrate's Court, Mitchells Plain, on Monday, 19 December 1994 at 10:00, to the highest bidder:

Erf 274, Weltevreden Valley, situated in the Local Area of Weltevreden Valley, Administrative District of the Cape, in extent 412 square metres.

The following improvements are reported to be on the property, but nothing is guaranteed: Single storey residence built of brick with tiled roof, comprising two bedrooms, lounge, kitchen, bathroom and toilet.

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Magistrate's Court, Mitchells Plain North, 52 Park Avenue, Rocklands Medical Centre, Mitchells Plain. A substantial loan can be raised for an approved purchaser with prior approval.

Dated at Cape Town this 4th day of November 1994.

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.1689.)

Case 3238/94

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 **Mogamat Yusuf Brown**, First Defendant, and **Sophie Elaine Davids**, Second Defendant

In pursuance of a judgment of the Magistrate's Court of Mitchells Plain and writ of execution dated 12 October 1994, the property listed hereunder, and commonly known as 2 Bond Street, Colorado, will be sold in execution in front of the Magistrate's Court, Mitchells Plain, on Monday, 19 December 1994 at 10:00, to the highest bidder:

Erf 1557, Weltevreden Valley, situated in the Local Area of Weltevreden Valley, Cape Division, in extent 506 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, 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, Mitchells Plain North, 52 Park Avenue, Rocklands Medical Centre, Mitchells Plain. A substantial loan can be raised for an approved purchaser with prior approval.

Dated at Cape Town this 4th day of November 1994.

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.1682.)

Saak 1752/94

IN DIE LANDDROSHOF VIR DIE DISTRIK BELLVILLE GEHOU TE BELLVILLE

In die saak tussen **Oostelike Provinsie Bouvereniging**, Eiser, en **Charmaine Elske Prins**, Verweerder

In die gemelde saak sal 'n veiling gehou word op Dinsdag, 20 Desember 1994 om 12:30, op die plek te Wrenchweg 109, Parow:

Erf 5450, Parow, in die munisipaliteit Parow, afdeling Kaap, groot 496 vierkante meter, gehou deur die Verweerder kragtens Transportakte T83855/93 gedateer 28 Oktober 1993.

Verkoopvoorwaardes:

1. Die veiling is onderworpe aan die bepalings en voorwaardes van die Landdroshofwet, No. 32 van 1944, en die eiendom word voetstoots verkoop onderworpe aan die voorwaardes van die bestaande titelbewys.

2. Een tiende ($\frac{1}{10}$) van die koopprys word onmiddellik betaal nadat die eiendom as verkoop verklaar is en die balans van die koopprys tesame met rente daarop teen 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): 'n Woonhuis bestaande uit sitkamer, eetkamer, drie slaapkamers, kombuis, badkamer, toilet en motorhuis.

4. Die volledige veilingvoorwaardes sal ten tye van die veiling voorgelees word en lê voor die tyd ter insae in die kantoor van die Balju van die Landdroshof, Northumberlandweg 29, Bellville, en in die kantoor van die ondergetekende.

Gedateer te Bellville op hierdie 15de dag van November 1994.

E. L. Conradie, vir Marais Müller, Prokureur vir Vonnisskuldeiser, Sewende Verdieping, Blok B, BSE-sentrum, Voortrekkerweg 89, Bellville. (Tel. 948-4061.) (Verw. E. L. Conradie/jk.)

Case 48981/92

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

In the matter between **Standard Credit Corporation**, Plaintiff, and **Mogamat Allie Abrahams**, Defendant

In pursuance of a judgment of the Magistrate's Court of Wynberg and writ of execution dated 5 October 1994, the property listed hereunder, and commonly known as 20 Dwyka Street, Manenberg, will be sold in execution in front of the Magistrate's Court, Wynberg, on Wednesday, 21 December 1994 at 10:00, to the highest bidder:

Erf 101797, Cape Town, at Athlone, in the Municipality of Cape Town, Cape Division, in extent 449 square metres.

The following improvements are reported to be on the property, but nothing is guaranteed: Single storey residence built of brick with tiled roof, comprising three bedrooms, lounge, kitchen, bathroom and toilet.

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Magistrate's Court, Wynberg, 7 and 9 Electric Road, Wynberg. A substantial loan can be raised for an approved purchaser with prior approval.

Dated at Cape Town this 4th day of November 1994.

I. Broodryk, for Syfret Godlonton-Fuller Moore Inc., 11th Floor, N.B.S. Waldorf, 80 St George's Mall, Cape Town. (Ref. IB/sw/ST.136.)

Saak 839/93

IN DIE LANDDROSHOF VIR DIE DISTRIK MOSSELBAAI GEHOU TE MOSSELBAAI

In die saak tussen **Die Munisipaliteit van Mosselbaai**, Eiser, en **Mnr. M. Schoeman**, Verweerder

Ingevolge uitspraak van die Landdroshof van Mosselbaai en lasbrief vir eksekusie teen goed gedateer 16 April 1993, sal die ondervermelde eiendom op 9 Desember 1994 om 09:30, te Nerinaweg 56, Danabaai, Mosselbaai, aan die hoogste bieder verkoop word, naamlik:

Erf 7301, Mosselbaai, geleë te Nerinaweg 56, Danabaai, Mosselbaai, groot 893 vierkante meter, onderhewig aan die volgende voorwaardes:

1. Die eiendom sal voetstoots en sonder reserwe verkoop word aan die hoogste bieder, onderhewig aan die bepalinge van die Wet op Landdroshof, No. 32 van 1944, soos gewysig, en onderhewig aan die voorwaardes van die bestaande titelakte.

2. Die koopprys sal betaalbaar wees teen betaling van tien persent (10%) van die koopprys in kontant onmiddellik na afhandeling van die verkoop en die onbetaalde balans tesame met rente daarop bereken teen 15,5% (vyftien komma vyf persent) per jaar tot datum van registrasie van transport, sal binne een-en-twintig (21) dae betaal word of gewaarborg word deur 'n goedgekeurde bank- of bougenootskapwaarborg.

3. Die eiendom is onverbeterd en word verkoop onderhewig aan die voorwaardes vervat in die bestaande titelakte.

4. Die voorwaardes van verkoop in eksekusie mag gedurende kantoorure by die kantoor van die Balju, Montagustraat 99, Mosselbaai, en by die kantore van die Eksekusieskuldeiser se Prokureurs, te Meyer & Wessels, Marshstraat 55, Plaza Aguada, Mosselbaai, ingesien word en sal voor die verkoping uitgelees word.

Gedateer te Mosselbaai hierdie 16de dag van November 1994.

W. E. Wessels, vir Meyer & Wessels, Plaza Aguada, Marshstraat 55, Posbus 615, Mosselbaai, 6500.

Case 9153/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

ABSA Bank Limited, trading as United Bank Limited, *versus* **Edward Michaels**

The following property will be sold in execution to the highest bidder at a public auction to be held in front of the Court-house for the District of Kuils River, on Monday, 19 December 1994 at 09:00:

Erf 3714, Kleinvlei, in the Local Area of Blue Downs, in extent 501 (five hundred and one) square metres, held by Deed of Transfer T65233/93 and situated at 22 Picasso Street, Kleinvlei, Eerste River, 7100.

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 and w.c.

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 15,25% (fifteen 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 21st day of November 1994.

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 Z27926.)

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

ABSA Bank Limited, trading as United Bank Limited, *versus* **Andrew Fillis and Maria Fillis**

The following property will be sold in execution to the highest bidder at a public auction to be held in front of the Court-house for the District of Kuils River, on Monday, 19 December 1994 at 09:00:

Erf 4980, Eerste River, in the Local Area of Blue Downs, Division of Stellenbosch, in extent 397 (three hundred and ninety-seven) square metres, held by Deed of Transfer T92786/93, and situated at 3 Pelham Avenue, Stratford Green, Eerste River.

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, two bedrooms, bathroom and w.c.

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 16,25% (sixteen 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 18th day of November 1994.

G. Visser, for Malan Laàs & Scholtz, Plaintiff's Attorneys, 14th Floor, Trust Bank Centre, Adderley Street, Cape Town. [Tel. (021) 419-5880/1/2.] (Ref. GJV/SG Z27158.)

Case 1434/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KING WILLIAM'S TOWN HELD AT KING WILLIAM'S TOWN

In the matter between **ABSA Bank Limited**, Plaintiff, and **Sithembele Kabingesi**, Defendant

In pursuance of a judgment in the above Honourable Court on 19 August 1994 and a writ of execution dated 1 November 1994, the following immovable property will be sold in execution on 19 December 1994 at 10:20, at the offices of the Sheriff for the Magistrate's Court, Radue Weir Building, Eales Street, King William's Town:

Erf 775, Breidbach Township Extension 4, Municipality and Division of King William's Town, in extent 456 (four hundred and fifty-six) square metres, being 10 Christiaan Avenue, Breidbach, King William's Town, held by Deed of Transfer T1054/1993.

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 signature of the conditions of sale.

2. The property is to be sold voetstoots in terms of the Magistrates' Courts Act and subject to the provisions of the title deeds.

3. The full conditions of sale may be inspected at Plaintiff's attorneys offices and will be read out by the auctioneer at the sale.

Dated at King William's Town on this 15th day of November 1994.

P. G. Wood, for Hutton & Cook, Plaintiff's Attorneys, The Arches, Taylor Street, King William's Town. (Ref. Mr Wood/lrw.)

Case 8318/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

ABSA Bank Limited, trading as United Bank Limited, *versus* **Desmond George Petersen and Debian Petersen**

The following property will be sold in execution to the highest bidder at a public auction to be held in front of the Court-house for the District of Kuils River, on Monday, 19 December 1994 at 09:00:

Erf 2445, Eerste River, in the Local Area of Blue Downs, in extent 377 (three hundred and seventy-seven) square metres, held by Deed of Transfer T52827/93 and situated at 7 Sacramento Street, Kleinvlei, Eerste River, 7100.

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, two bedrooms, bathroom and w.c.

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 15,25% (fifteen 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 16th day of November 1994.

G. Visser, for Malan Laàs & Scholtz, Plaintiff's Attorneys, 14th Floor, Trust Bank Centre, Adderley Street, Cape Town. [Tel. (021) 419-5880/1/2.] (Ref. GJV/SG Z27669.)

Case 16776/94

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

ABSA Bank Limited, trading as United Bank Limited, *versus* **Glan Anthony Karolus and Susanna Karolus**

The following property will be sold in execution to the highest bidder at a public auction to be held in front of the Court-house for the District of Bellville, on Monday, 19 December 1994 at 14:00:

Erf 1521, Kleinvlei, in the Local Area of Melton Rose, in extent 655 (six hundred and fifty-five) square metres, held by Deed of Transfer T26319/91 and situated at 12 Nebelia Street, Forest Heights, Kleinvlei, 7100.

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 lounge, dining-room, kitchen, three bedrooms, bathroom, w.c. and 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 15,25% (fifteen 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 16th day of November 1994.

G. Visser, for Malan Laàs & Scholtz, Plaintiff's Attorneys, 14th Floor, Trust Bank Centre, Adderley Street, Cape Town. [Tel. (021) 419-5880/1/2.] (Ref. GJV/SG Z27069.)

Case 9839/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

In the matter between **NBS Bank Ltd**, Plaintiff, and **Anthony Francis Hartogh**, First Defendant, and **Mary Magdelene Hartogh**, Second Defendant

Be pleased to take notice that pursuant to a judgment in the above Honourable Court, granted on 31 October 1994, the undermentioned property will be sold in execution at the premises on Wednesday, 18 January 1995 at 10:45:

Erf 92, Blue Downs, in the Local Area of Blue Downs, Division of Stellenbosch, measuring 435 (four hundred and thirty-five) square metres, held by Deed of Transfer T58340/87, comprising brick building under tiled roof, lounge/dining-room, three bedrooms, one and a half bathroom, toilet, kitchen and garage, and known as 38 Vega Street, Tuscany Glen, Blue Downs.

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 17th day of November 1994.

M. Shevel, for Cohen Shevel & Fourie, Plaintiff's Attorneys, 154 Voortrekker Road, Parow.

Case 9840/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

In the matter between **NBS Bank Ltd**, Plaintiff, and **Isgaak Gamiet**, First Defendant, and **Suraya Gamiet**, Second Defendant

Be pleased to take notice that pursuant to a judgment in the above Honourable Court, granted on 31 October 1994, the undermentioned property will be sold in execution at the premises on Wednesday, 18 January 1995 at 10:00:

Erf 152, Blue Downs, in the Local Area of Blue Downs, Division of Stellenbosch, measuring 360 (three hundred and sixty) square metres, held by Deed of Transfer T58837/87, comprising of brick building with tiled roof, lounge, dining-room, three bedrooms, bathroom, toilet, kitchen and garage, and known as 44 Vanguard Road, Tuscany Glen, Blue Downs.

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 17th day of November 1994.

M. Shevel, for Cohen Shevel & Fourie, Plaintiff's Attorneys, 154 Voortrekker Road, Parow.

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KING WILLIAM'S TOWN HELD AT KING WILLIAM'S TOWN

In the matter between **Nedperm Bank Limited**, Plaintiff, and **Toyoyo David Tsholisi**, First Defendant, and **Fezeka Bertha Tsholisi**, Second Defendant

In pursuance of a judgment of the above Honourable Court and a writ of execution dated 11 August 1994, the following property will be sold on Monday, 19 December 1994 at 10:00, at the offices of the Sheriff of the Magistrate's Court, KSM Building, Eales Street, King William's Town, to the highest bidder:

All right, title and interest in the leasehold in respect of Erf 42, Ginsberg, Division of King William's Town, in extent 302 (three hundred and two) square metres, known as 42 Ginsberg, King William's Town.

Conditions of sale:

1. The purchaser shall pay 10% (ten per centum) of the purchase price on the date of sale and the unpaid balance together with interest is to be secured by a satisfactory bank or building society guarantee to be furnished to the Plaintiff's attorneys within 14 (fourteen) days of the sale.

2. The property shall be sold voetstoots and shall be subject to the terms and rules of the Magistrates' Courts Act and also subject to the provisions of the title deed.

3. The full conditions of the sale may be inspected at the offices of the Plaintiff's attorneys and these will be read out by the auctioneer immediately before the sale.

4. The following information is furnished, but not guaranteed:

Conventional type house with asbestos roof, comprising two bedrooms, bathroom, dining-room, lounge and kitchen.

Dated at King William's Town this 14th day of November 1994.

Squire Smith & Laurie, Plaintiff's Attorneys, 44 Taylor Street, King William's Town. (Ref. Mr Brits/DK.)

Saak 2109/94

IN DIE LANDDROSHOF VIR DIE DISTRIK OUDTSHOORN GEHOUD TE OUDTSHOORN

In die saak tussen **De Huizegoedt Meubels**, Eiser, en **Johan Rademeyer**, Verweerder

Ingevolge 'n vonnis en 'n lasbrief vir eksekusie gedateer 1 Augustus 1994 in die Landdroshof, Oudtshoorn, sal die volgende verkoop word op Vrydag, 6 Januarie 1995 om 10:00, te bogemelde eiendom:

Erf 6436, Oudtshoorn, in die afdeling en munisipaliteit Oudtshoorn, groot 1 103 (een een nul drie) vierkante meter, ook bekend as Rademeyerstraat 29, Oudtshoorn, 6620, bestaande uit woonhuis met woonstel.

Voorwaardes van verkoping:

(a) Die volledige verkoopvoorwaardes wat direk voor die veiling uitgelees sal word, lê ter insae by die Eiser se prokureur.

(b) Die verkoop is onderhewig aan die bepalings van die Wet op Landdroshowe, reëls daaronder uitgevaardig en die titelakte van die eiendom.

Gedateer te Oudtshoorn op hede die 15de dag van November 1994.

James King, Prokureur vir Eksekusieskuldeiser, Baron van Reedestraat 14, Posbus 195, Oudtshoorn, 6620. [Tel. (0443) 22-3922.]

Case 1423/94

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 of South Africa Limited**, Plaintiff, and **Mrs J. N. T. Mbetshu**, Defendant

In pursuance of a judgment in the above Honourable Court of 28 September 1994, and a writ of execution dated 1 November 1994, the following immovable property will be sold in execution on 19 December 1994 at 10:30, at the offices of the Sheriff for the Magistrate's Court, Radue Weir Building, Eales Street, King William's Town:

Erf 422, King William's Town, Municipality and Division of King William's Town, in extent 1 035 (one thousand and thirty-five) square metres, being 2 Blaine Street, West Bank, King William's Town, held by Deed of Transfer T3402/1991.

Conditions of sale:

1. The purchaser shall pay 10% (ten per centum) 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 signature of the conditions of sale.

2. The property is to be sold voetstoots in terms of the Magistrates' Courts Act and subject to the provisions of the title deeds.

3. The full conditions of sale may be inspected at Plaintiff's attorneys offices and will be read out by the auctioneer at the sale.

Dated at King William's Town on this 16th day of November 1994.

P. G. Wood, for Hutton & Cook, Plaintiff's Attorneys, The Arches, Taylor Street, King William's Town. (Ref. Mr P. Wood/lrw.)

Saak 183/94

IN DIE LANDDROSHOF VIR DIE DISTRIK MALMESBURY GEHOU TE MALMESBURY

In die saak tussen **Mev. A. Sellars**, Eksekusieskuldeiser, en **Mnr. L. Lewis**, Eksekusieskuldenaar

Geliewe kennis te neem dat die ondergemelde goedere kragrens 'n lasbrief uitgereik deur bogemelde Hof, en 'n beslaglegging daarkragtens gedoen op die datum, plek en tyd hierondergemelde, per openbare veiling verkoop sal word aan die hoogste bieder:

Datum: 12 Januarie 1995.

Tyd: 10:00.

Plek: Deerlodgestraat 141, Sherwood Park, Atlantis.

Vernaamste verkoopvoorwaardes:

1. Hoogste bod word aanvaar as aanbod om te koop wat onherroeplik is vir 30 dae na datum van veiling.
2. 10% (tien persent) van koopprys is betaalbaar in kontant by verkoping en waarborg vir balans koopprys sal binne 14 dae na aanvaarding van aanbod gelewer word.
3. Die koper is ook aanspreeklik vir betaling van afslaersfooie, die koste van verkoping deur Eksekusieskuldeiser, betaalbaar op datum van verkoping.
4. Koper is ook aanspreeklik vir betaling van rente, gehef deur verbandhouer, vir die tydperk vanaf datum van verkoping tot datum van registrasie van transport in sy naam. Koper sal ook aanspreeklik wees vir enige agterstallige belasting ten opsigte van die eiendom betaalbaar aan die plaaslike owerheid.
5. Volledige verkoopvoorwaardes is ter insae by Eksekusieskuldeiser se prokureur, of Balju, Malmesbury.

Goedere: Erf 8446, Wesfleur, Atlantis, groot 332 (driehonderd twee-en-dertig) vierkante meter, gehou kragtens Transportakte T80729/92.

Gedateer te Malmesbury op hierdie 15de dag van November 1994.

Charl van der Merwe, Prokureur vir Eksekusieskuldeiser, hoek van Rainier- en Kerkstraat, Malmesbury. (Verwys. S3032.)

Case 24199/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF CAPE TOWN HELD AT CAPE TOWN

In the matter between **First National Bank of Southern Africa Limited**, Plaintiff, and **Mr and Mrs Pienaar**, Defendants

In pursuance of a judgment given in the above Honourable Court, on 8 July 1993, and a writ of execution dated 20 September 1994, and a writ of execution dated 28 October 1994, a sale in execution will take place on Tuesday, 10 January 1995 at 12:45, at the property to be sold hereinbelow:

Certain Erf 1456, Bellville, in the Municipality of Bellville, Cape Division (otherwise known as 33 Mahogany Crescent, Tygerberg Hills, Bellville), in extent 1 289 (one thousand two hundred and eighty-nine) square metres, held by Deed of Transfer T5701/1992.

The property consists of single dwelling built of brick walls under tiled roof consisting of five bedrooms, two bathrooms, kitchen, family room, lounge, laundry, swimming-pool and a double garage.

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. 10% (ten per centum) 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 30 (thirty) 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 property.

Signed at Cape Town this 21st day of November 1994.

Gregory Charnock, for Gregory Charnock & Partners, Execution Creditor's Attorneys, D. Sonwyck, Third Floor, 101 Main Road, Green Point, 8001. (Ref. GC/lat.)

Case 873/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

ABSA Bank Limited, trading as United Bank Limited, *versus* **Wayne Barrymore Jansen** and **Benetia Louisa Jansen**

The following property will be sold in execution to the highest bidder at a public auction to be held in front of the Court-house for the District of Kuils River, on Monday, 19 December 1994 at 09:00:

Erf 3395, Blue Downs, in the Lower Kuils River No. 1 Local Area, in extent 378 (three hundred and seventy-eight) square metres, held by Deed of Transfer T60855/88 and situated at 19 York Crescent Blue Downs, Eerste River, 7100.

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, dining-room, family room, kitchen, three bedrooms, bathroom and w.c.

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 16,75% (sixteen comma seven 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 15th day of November 1994.

G. Visser, for Malan Laàs & Scholtz, Plaintiff's Attorney, 14th Floor, Trust Bank Centre, Adderley Street, Cape Town.
[Tel. (021) 419-5880/1/2.] (Ref. GJV/SG W17198.)

Case 6186/94**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KIMBERLEY HELD AT KIMBERLEY**

In the matter between **NBS Bank Limited**, Plaintiff, and **Stephen Speelman** and **Wilma Vilicity Speelman**, Defendants

In pursuance of a judgment in the Court of the Magistrate of Kimberley, and writ of execution dated 19 September 1994, the undermentioned property shall be sold without reservation to the highest bidder by the Sheriff, Kimberley, on Thursday, 22 December 1994 at 10:00, at the Magistrate's Court Building, Kimberley, namely:

Certain: Erf 21705, Kimberley, situated in the Municipality and Administrative District of Kimberley, measuring 293 square metres, held by Deed of Transfer T264/1990, also known as 39 Strauss Avenue, Roodepan, Kimberley, 8301.

Conditions of sale:

1. The property shall be sold without reserve to the highest bidder.

2. Ten per cent (10%) of the purchase price payable in cash immediately and the balance on registration of the transfer.

3. Subject to the full conditions of sale which may be inspected at the office of the Sheriff at 36 Woodley Street, Kimberley.

Dated at Kimberley this 18th day of November 1994.

Hertog Moulton Kriel & Co., NBS Building, Jones Street, Kimberley.

Case 10641/94**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 **Abdragman Isaacs**, Execution Debtor

In terms of a judgment granted by the Magistrate's Court for the District of Wynberg, dated 12 August 1994, and a warrant of execution issued, the undermentioned property will be sold voetstoots and without reserve in execution by public auction held on the premises, to the highest bidder on Monday, 16 January 1995 at 10:00:

Erf 119, Mitchells Plain, in the Municipality of Cape Town, Cape Division, in extent one hundred and eighteen (118) square metres, held by Deed of Transfer T72467/93.

Street address: 40 Aarbei Close, Westridge, 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: three bedrooms, kitchen, lounge, dining-room, 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's Court, Mitchells Plain (South).

(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 15th day of November 1994.

H. Mohamed & Associates, Attorneys for Execution Creditor, P.O. Box 26, Gatesville, 7764.

NATAL

Case 6857/94

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

In the matter between **Nedcor Bank Limited**, Execution Creditor, and **Mpiyasembo Douglas Benedict Mthembu**, Execution Debtor

In pursuance of a judgment granted on 24 March 1994, in the Magistrate's Court for the District of Durban, held at Durban, and a writ of execution issued thereunder, the immovable property listed hereunder will be sold in execution on Thursday, 15 December 1994 at 10:00, in front of the Magistrate's Court, Somtseu Road-entrance, Durban:

Description: Lot 907, Amanzimtoti Extension 2, situated in the Borough of Amanzimtoti and in the Port Natal-Ebhodwe Joint Services Board, Administrative District of Natal, in extent one thousand nine hundred and seventy eight (1 978) square metres, held under Deed of Transfer T23854/91.

Street address: 60 Louis Botha Drive, Amanzimtoti.

Improvements: A single-storey dwelling-house with concrete roof tiles consisting of three bedrooms, kitchen, lounge, family room, two garages, two bathrooms, dining-room, study, carport. Municipal Water Supply, wire land enclosure and Bitumen Driveway.

Zoning: Special Residential (nothing guaranteed).

The sale shall be for Rands and no bids of less than one hundred rand (R100) shall be accepted.

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

1. The purchaser shall pay a deposit of ten per cent (10%) of the purchase price in cash immediately after the sale and the balance against transfer to be secured by a bank or building society guarantee to be approved by the Plaintiff's attorneys, to be furnished to the Sheriff of the Court or the Auctioneer within fourteen (14) days after the sale.

2. The purchaser shall be liable for interest at the rate of 15,25% (fifteen comma two five per cent) per annum to the bondholder, Nedcor Bank Limited (formerly Nedperm Bank Limited), on the amount of the award to the Plaintiff and the plan of distribution, calculated as from the date of sale to date of transfer, both days inclusive.

3. Transfer shall be effected by the attorneys for the Execution Creditor and the purchaser shall pay all transfer costs, including transfer duty, current rates and other necessary charges to effect transfer upon request by the said attorney.

4. The property and the improvements thereon are sold voetstoots and without any warranties.

5. The full conditions of sale may be inspected at the office of the Sheriff of the Magistrate's Court, Durban South, 101 Lejaton, 40 St. George's Street, Durban. (Tel. 301-0091.)

Dated at Durban this 7th day of November 1994.

Livingston Leandy Inc., Execution Creditor's Attorneys, 10th Floor, First National Bank Building, corner of Smith and Field Streets, Durban. (Ref. G. A. Pentecost.)

Case 6161/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between **The Standard Bank of South Africa Limited**, Plaintiff, and **Poobalan Naidoo**, First Defendant, and **Loshni Naidoo**, Second Defendant

In pursuance of a judgment granted in the Supreme Court of South Africa (Durban and Coast Local Division), under writ of execution issued thereafter, the immovable property listed hereunder will be sold to the highest bidder without reserve at the entrance to the Magistrate's Court Building, Justice Street, Unit 5, Chatsworth, on Tuesday, 13 December 1994 at 10:00:

Description: Subdivision 586, of Chat Two of the farm Chatsworth 834, situated in the City of Durban, Administrative District of Natal, in extent 464 (four hundred and sixty-four) square metres, held under Deed of Transfer T33340/88.

Physical address: 109 Rainbow Crescent, Westcliff, Chatsworth, Natal.

Zoning: Special Residential.

The property consists of the following:

Semi-detached double storey under asbestos roof dwelling comprising of two bedrooms (carpeted), lounge (carpeted), kitchen (with built in cupboards), toilet and bathroom.

Outbuildings: Two rooms, kitchen and toilet/bathroom. Yard: Paved and fully fenced.

Nothing in this regard is guaranteed.

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

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

3. Transfer shall be effected by the attorneys for the Plaintiff and the purchaser shall pay all transfer dues, including transfer duty, current and/or arrear levies/rates and/or Value-Added Tax and other necessary charges to effect transfer upon request by the sale attorneys.

4. The full conditions of sale may be inspected at the offices of the Sheriff of the Supreme Court, 6 Gosai Centre, 56 Greendale Road, Silverglen, Chatsworth, Natal.

Dated at Durban.

Garlicke & Bousfield Inc., Plaintiff's Attorneys, 23rd Floor, Durban Bay House, 333 Smith Street, Durban, 4001. (Ref. S. L. Mayes/SB.662/J. C. Jones.)

Case 10598/94

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

In the matter between **NBS Bank Limited (Reg. No. 87/01384/06)**, Execution Creditor, and **Khanyisile Florence Phahla**, Execution Debtor

In pursuance of a judgment in the Court for the Magistrate of Pinetown, and writ of execution dated 13 October 1994, the property listed hereunder will be sold in execution on 13 January 1995 at 10:00, at the front entrance to the Magistrate's Court, 22 Chancery Lane, Pinetown, to the highest bidder:

Lot 875, Berea West Extension 7, situated in the Borough of Westville, Administrative District of Natal, in extent two thousand and sixty-six (2 066) square metres.

Postal address: 4 Derwent Road, Berea West, 3630.

Town-planning zoning: Residential.

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

A single storey brick and tile dwelling consisting of: Entrance hall, lounge, dining-room, kitchen, three bedrooms, one and a half bathrooms, shower and two w.c.'s. Outbuilding: Garage, carport, servant's room, w.c., shower, swimming-pool, Tarmac Drive, paving, screened and paved yard.

Vacant possession is not guaranteed.

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff for Pinetown. A substantial bank loan can be raised for an approved purchaser with prior approval.

Dated at Pinetown this 8th day of November 1994.

King & Associated, Attorney for Execution Creditor, Fourth Floor, NBS Centre, Hill Street, Pinetown. (Tel. 701-1561.) (Ref. Mr Jenkins/nef/02/N012/329.)

Case 845/92

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

In the matter between **Anand Sirkissoon**, Plaintiff, and **Yagambaram Reddy**, Defendant

In pursuance of a judgment granted in the above Honourable Court on 5 May 1993, and the warrant of execution issued thereafter the immovable property described hereunder shall be sold in execution on 13 January 1995, and is to take place outside the Magistrate's Court, Moss Street, Verulam, at 09:00 or as soon thereafter as possible to the highest bidder:

Description of property: Lot 5534, Verulam Extension 46, situated in the Borough of Verulam and in the Port Natal—Ebhodwe Joint Services Board Area, Administrative District of Natal, in extent 390 square metres.

Postal address: 18 Park Lane, Parkgate, Ottawa.

Material conditions:

1. The sale shall be subjected to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.
2. The sale is for cash only.
3. The property is sold voetstoets.
4. The purchaser (other than the Execution Creditor) shall pay a deposit of ten per cent (10%) of the purchase price and the auctioneer's charges in cash at the time of the sale.
5. 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.
6. The purchaser shall be liable for interest at the rate of 18,5% (eighteen comma five per cent) per annum to the Execution Creditor and to the bondholders at the rate prescribed in the mortgage bond from the date of sale to date of transfer.
7. The transfer shall be effected by the Attorneys Harkoo, Brijlal & Reddy and the purchaser shall pay all transfer costs, including arrear and current rates, sewerage connection fee (if any), taxes and any other charges necessary to effect transfer on request by the said attorneys.
8. The full conditions of sale may be inspected at the office of the Sheriff of the Magistrate's Court—Inanda District Two.

Dated at Durban this 17th day of November 1994.

Harkoo, Brijlal & Reddy, Plaintiff's Attorneys, H B R Chambers, 155 Stamfordhill Road, Durban. [Tel. (031) 303-2727.] (Ref. Mr Brijlal/MA/S344/92.)

Case 2218/91

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT SHEPSTONE HELD AT PORT SHEPSTONE

In the matter between **KwaZulu Finance & Investments Corporation Limited**, Plaintiff, and **Phumulani Ezra Dlomo**, Defendant

In pursuance of judgment granted 25 March 1992, in the Port Shepstone Magistrate's Court and under a writ of execution issued thereafter the immovable property listed hereunder will be sold in execution on 6 January 1995 at 11:00, in front of the Magistrate's Court, Port Shepstone, to the highest bidder:

Description: A certain piece of land, being Ownership Unit A1345, in extent 372 square metres, situated in the Township of Gamalakhe, represented and described on General Plan BA15/1970, held by virtue of Deed of Grant G01035.

Physical address: Ownership Unit A1345, Gamalakhe Township.

The property has been improved by the erection of a brick and corrugated roof dwelling-house thereon, consisting of a kitchen, lounge, three bedrooms, bathroom and toilet combined. Municipal electricity, water supply and sanitation.

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' Courts Act, and the rules made thereunder.

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

3. The purchaser shall be liable for payment of interest at the rate of 3% (twenty three per cent) per annum to the Plaintiff from the date of sale to date of payment of the balance of the purchase price.

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

5. Vacant occupation and possession on the property is not guaranteed.

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

Dated at Port Shepstone this 16 November 1994.

Barry, Botha, & Breytenbach, 16 Bissit Street, Port Shepstone. (CEB/LG/K95 05S047050.)

Case 36338/92

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

In the matter between **ABSA Bank Limited (United Bank Division)**, Execution Creditor, and **Raymond Govender**, Execution Debtor

In pursuance of a judgment granted 24 July 1992, in the Court of the Magistrate, Durban, and under a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on Thursday, 15 December 1994 at 10:00, in front of the Magistrate's Court, Somtseu Road entrance, Durban, to the highest bidder:

Description: A certain piece of land being: Lot 3793, Isipingo (Extension 26), situated in the Borough of Isipingo and in the Amanzimtoti Water Services Area, Administrative District of Natal, in extent 306 (three hundred and six) square metres.

Postal address: 6 Swift Crescent, Lotus Park, Isipingo.

Improvements: Single storey house, brick building consisting of three bedrooms, bathroom with bath basin, toilet half tiled, toilet tiled, kitchen lino, no cupboards, lounge carpeted, fully fenced concrete.

Nothing is guaranteed in these respect.

Material conditions:

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

2. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price in cash at the time of the sale, the balance against transfer to be secured by a bank or building society guarantee to be approved by the Plaintiff's Attorneys, to be furnished to the Court Sheriff within 14 (fourteen) days after the date of sale.

3. The purchaser shall be liable for payment of interest at the rate as set from time to time by the Plaintiff and prevailing from time to time from the date of sale to date of payment.

4. Transfer shall be affected by the attorneys of the Plaintiff and the purchaser shall pay all the transfer costs, including transfer duty, current and any arrear rates and other necessary charges to effect transfer upon request by the said attorneys.

5. The full conditions may be inspected at the offices of the Sheriff of the Court, Durban South, or at our offices.

Meumann & White, Plaintiff's Attorneys, Fourth Floor, Founders Houe, 15 Parry Road, Durban. (Ref. L. Hall/vdg/008320.)

Case 2060/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF LOWER TUGELA HELD AT STANGER

In the matter between **Zohra Mohammed Meer**, Execution Creditor and **Joseph Royappen**, Execution Debtor

In pursuance of a judgment granted on 24 March 1993, in the Court of the Magistrate, Stanger, and under a warrant of execution issued thereafter, the immovable property listed hereunder shall be sold in execution to the highest bidder on 27 January 1995 at 10:00, in front of the Magistrate's Court, Stanger:

Description:

(a) Section 9, as shown and more fully described on Sectional Plan SS73/1988, in the scheme known as Heights View, in respect of the land and building or buildings situated at Stanger, of which the floor area, according to the sectional plan is 49 square metres in extent.

(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 plan.

As held by virtue of Certificate of Registered Sectional Title ST73/1988 (9) with Conveyancer's Certificate ST4476/1991, registered 5 June 1991.

Improvements: Brick and asbestos dwelling consisting of toilet with bathroom, lounge, two bedrooms and kitchen.

Nothing is guaranteed in respect of the above improvements.

Material conditions of sale:

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 and of the title deed in so far as same may be applicable.

2. The property shall be sold as it stands ie. voetstoots.

3.1 The purchaser (other, than the Execution Creditor) shall pay a deposit of ten per cent (10%) of the purchase price in cash or by bank-guaranteed cheque immediately after the property is knocked down to him.

3.2 The balance of the purchase price is payable against registration of transfer and is 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 of the Court within fourteen (14) days after the date of sale.

4. Should the purchaser fail to carry out any of the conditions of sale, the 10% (ten per cent) deposit referred to above will be forfeited. The purchaser shall be liable for payment of interest at the rate of 24% (twenty-four per cent) per annum to the Execution Creditor on the amount of its award in the plan of distribution from the date of sale to the date of transfer.

5. The purchaser shall be liable to pay commission on the sale which amount shall be paid to the Sheriff of the Court immediately the property is knocked down to him.

6. Transfer shall be effected by the attorneys for the Execution Creditor and the purchaser shall pay all transfer dues, including transfer duty, Value-Added Tax, levies, current and arrear rates and other necessary charges to effect transfer upon written request by the said attorneys.

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

Dated at Stanger on this 17th day of November 1994.

Sham & Meer, Execution Creditor's Attorneys, First Floor, Beesham Centre, 140 Rood Street, Stanger. (Ref. Mr Meer/mm/N1140.)

Saak 3683/91

IN DIE LANDDROSHOF VIR DIE DISTRIK BOKSBURG GEHOU TE BOKSBURG

In die saak tussen **Trustbank Limited**, Eiser, en **J. J. Joubert**, Verweerder

Ingevolge 'n vonnis van die bogemelde Agbare Hof gedateer 29 Mei 1991, en 'n lasbrief vir eksekusie, sal die ondergemelde eiendom verkoop word op 13 Januarie 1994 om 10:00, voor die Landdroshof, Port Shepstone, aan die hoogste bieder:

"An undivided 1/52nd share in and to section 6, as shown and more fully described on Sectional Plan SS153/1986 in the scheme known as Margate Sand in respect of the land and building or buildings situated at Margate, Local Authority of Margate, of which section the floor area according to the said sectional plan is 139 square metres; and an undivided share in the common property in the scheme, apportioned to the said section in accordance with the participation quote as endorsed on the said sectional plan specified in the schedule endorsed on the said sectional plan held by Certificate of Registered Sectional Title ST153/1986 (6) (-13) (unit)."

Voorwaardes van verkoping:

1. Die eiendom sal sonder reserwe, voetstoots aan die hoogste bieder verkoop word.

2. Die koper moet 10% (tien persent) van die koopprijs betaal op die dag van die verkoping tensy daar anders gereël word met die Balju en Eiser, en moet die balans tesame met rente binne 14 (veertien) dae betaal of gewaarborg met 'n goedgekeurde bank- of bougenootskapwaarborg.

3. Die koper sal aanspreeklik gehou word vir alle kostes en uitgawes om oordrag te verseker insluitende die Baljufooi.

4. Die koper sal aanspreeklik gehou word vir alle uitstaande belastings en heffings.

5. Die volledige voorwaardes van verkoop kan geïnspekteer word te die kantore van die Balju, te Port Shepstone.

Gedateer te Boksburg hierdie 18de dag van November 1994.

Galloways, Prokureurs, Bezuidenhoutgebou, Commissionerstraat 245, Boksburg. (Tel. 52-7781/2.) (Verw. mev. Roelofse/KS0505.)

Case 5249/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF INANDA HELD AT VERULAM

In the matter between **KwaZulu Finance & Investment Corporation Ltd**, Plaintiff, and **Qondani Mandlenkosi Khumalo**, Defendant

In pursuance of a judgment granted on 16 August 1994, in the Magistrate's Court for the District of Inanda, held at Verulam, the property listed hereunder will be sold in execution on Friday, 9 December 1994 at 10:00, at the front entrance to the Magistrate's Court Building, Moss Street, Verulam:

Description: Site 564, in the Township of Inanda-Newtown-C, District of Verulam, in extent 857 square metres.

Postal address: Site 564, Inanda-Newtown-C, Verulam.

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 2 Mount View Shopping Centre, corner of Inanda and Jacaranda Roads, Verulam.

A substantial bank loan can be raised for an approved purchaser with prior approval.

Dated at Durban on this 29th day of September 1994.

Linda Zama & Company, Execution Creditor's Attorneys, Third Floor, Queen City, 54 Queen Street, Durban. (Ref. LZ/rp/09K001009.)

Case 4754/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF INANDA HELD AT VERULAM

In the matter between **KwaZulu Finance and Investment Corporation Ltd**, Plaintiff, and **Dorothy Shangase**, Defendant

In pursuance of a judgment granted on 11 July 1994, in the Magistrate's Court for the District of Inanda, held at Durban, the property listed hereunder will be sold in execution on Friday, 9 December 1994 at 10:00, at the front entrance to the Magistrate's Court Building, Moss Street, Verulam:

Description: Site 239, Ohlange, situated in the Township of Inanda, District of Inanda, in extent 350 square metres.

Postal address: Unit 239, Ohlange Township, Inanda.

The conditions of sale: The purchase price will be payable as to cash.

The full conditions of sale which will be read immediately prior to the sale, may be inspected at 2 Mount View Shopping Centre, corner of Inanda and Jacaranda Roads, Verulam.

A substantial bank loan can be raised for an approved purchaser with prior approval.

Dated at Durban on this 8th day of November 1994.

Linda Zama & Company, Execution Creditor's Attorneys, Third Floor, Queen City, 54 Queen Street, Durban. (Ref. LZ/rp/09K001008.)

ORANGE FREE STATE ORANJE-VRYSTAAT

Case 8167/94

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

In the matter between **ABSA Bank Limited**, Plaintiff, and **Pieter Willem Erasmus**, First Defendant and **Linda Maria Erasmus**, Second Defendant

In pursuance of a judgment in the Court of the Welkom Magistrate's Court granted on 19 September 1994, 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 20 January 1995 at 11:00, at the Tulbach Street entrance to the Magistrate's Court, Welkom, namely:

Certain Erf 1842, situated in the City of Welkom, District of Welkom, measuring 1 204 (one thousand two hundred and four) square metres, held by the Defendants by virtue of Deed of Transfer T7697/1990, known as 18 Zomba Street, Doorn, Welkom.

Improvements: Residential property with entrance hall; lounge, dining-room, kitchen, three bedrooms, bathroom with separate toilet, garage, servants' quarters and 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 sale.

2. The sale shall in all respects be governed by the applicable provisions of the Magistrates' Courts Act, of 1944, as amended, and the rules promulgated thereunder.

3. The property shall be sold voetstoots to the highest bidder.

4. The purchaser shall be liable for and shall pay to the Plaintiff's conveyancers on request, the fees of the Messenger of Court for acting as auctioneer and all amounts necessary to obtain transfer of the property, including stamp duty, the cost of transfer and all such rates and taxes and other amounts including VAT as are payable to obtain a certificate in terms of any relevant section of the Local Government Ordinance (Orange Free State).

The full conditions of sale may be inspected prior to the sale at the offices of the Sheriff for the District of Welkom, 100 Constantia Street, Welkom. The said conditions of sale will be read out by the Sheriff immediately prior to the sale.

Dated at Welkom on this the 18th day of November 1994.

M. C. Louw, for Daly & Neumann Inc., Attorney for Plaintiff, Dalman House, Graaf Street, Welkom, 9459. (Ref. M. C. Louw/LVR/UN181.)

Saak 4481/94

IN DIE LANDDROSHOF VIR DIE DISTRIK BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

In die saak tussen **Die Munisipaliteit van Bloemfontein**, Eiser, en **Oberholzer, J. L.**, Verweerder

Ingevolge 'n uitspraak in die Hof van die Landdros, Bloemfontein, en 'n lasbrief vir geregtelike verkoping gedateer 14 Oktober 1994, sal die volgende eiendom op Vrydag, 13 Januarie 1995 om 10:00, by die Landdroskantoor, Peetlaaningang, Bloemfontein, aan die hoogste bieder geregtelik verkoop word:

Sekere Erf 16182, geleë in die stad en distrik Bloemfontein, groot 1 258 vierkante meter, gehou kragtens Akte van Transport 9370/1983, geregistreer op 5 September 1993. (Perseeladres: Kolkopstraat 4, Fleurdale, Bloemfontein).

Die volgende verbeterings is aangebring maar niks word gewaarborg nie:

Woonhuis: Bestaande uit vier slaapkamers, sitkamer, eetkamer, twee badkamers, kombuis, TV-kamer, gaste kamer en waskamer.

Buitegeboue: Motorhuis, toilet, bediendekamer, afdak en swembad.

Die verkoopvoorwaardes lê ter insae by die kantoor van die Balju, Landdroshof, Bloemfontein-Oos, Barnesstraat 5, Bloemfontein, gedurende kantoor ure.

Geteken te Bloemfontein hierdie 22ste dag van November 1994.

J. H. Truter, p.a. Naudes, Prokureur vir Eiser, Derde Verdieping, Trustfonteingeboe, Posbus 260, St Andrewstraat 151, Bloemfontein.

Saak 15002/94

IN DIE LANDDROSHOF VIR DIE DISTRIK BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

In die saak tussen **Die Munisipaliteit van Bloemfontein**, Eiser, en **Combrinck, A. M.**, Verweerder

Ingevolge 'n uitspraak in die Hof van die Landdros, Bloemfontein, en 'n lasbrief vir geregtelike verkoping gedateer 24 Oktober 1994, sal die volgende eiendom op Vrydag, 13 Januarie 1995 om 10:00, by die Landdroskantoor, Peetlaaningang, Bloemfontein, aan die hoogste bieder geregtelik verkoop word:

Sekere Erf 3/14948, geleë in die stad en distrik Bloemfontein, groot 964 vierkante meter, gehou kragtens Akte van Transport 9479/1993, geregistreer op 18 Junie 1993. (Perseeladres: Johnsonsingel 3, Oranjesig, Bloemfontein).

Die volgende verbeterings is aangebring maar niks word gewaarborg nie:

Woonhuis: Bestaande uit drie slaapkamers, sitkamer, eetkamer, badkamer apart, toilet apart en kombuis.

Buitegeboue: Motorhuis en toilet.

Die verkoopvoorwaardes lê ter insae by die kantoor van die Balju, Landdroshof, Bloemfontein-Oos, Barnesstraat 5, Bloemfontein, gedurende kantoor ure.

Geteken te Bloemfontein hierdie 23ste dag van November 1994.

J. H. Truter, p.a. Naudes, Prokureur vir Eiser, Derde Verdieping, Trustfonteingeboe, Posbus 260, St Andrewstraat 151, Bloemfontein.

Saak 9445/94

IN DIE LANDDROSHOF VIR DIE DISTRIK BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

In die saak tussen **Die Munisipaliteit van Bloemfontein**, Eiser, en **Van Wyk, J.**, Verweerder

Ingevolge 'n uitspraak in die Hof van die Landdros, Bloemfontein, en 'n lasbrief vir geregtelike verkoping gedateer 25 Oktober 1994, sal die volgende eiendom op Vrydag, 13 Januarie 1995 om 10:00, by die Landdroskantoor, Peetlaaningang, Bloemfontein, aan die hoogste bieder geregtelik verkoop word:

Sekere Erf 22501, geleë in die stad en distrik Bloemfontein, groot 760 vierkante meter, gehou kragtens Akte van Transport 18479/1993, geregistreer op 18 Oktober 1993. (Perseeladres: Honeybellsingel 24, Lourierpark).

Die volgende verbeterings is aangebring maar niks word gewaarborg nie:

Woonhuis: Bestaande uit drie slaapkamers, sitkamer, eetkamer, badkamer en kombuis.

Buitegeboue: Motorhuis en toilet.

Die verkoopvoorwaardes lê ter insae by die kantoor van die Balju, Landdroshof, Bloemfontein-Oos, Barnesstraat 5, Bloemfontein, gedurende kantoor ure.

Geteken te Bloemfontein hierdie 22ste dag van November 1994.

J. H. Truter, p.a. Naudes, Prokureur vir Eiser, Derde Verdieping, Trustfonteingebou, Posbus 260, St Andrewstraat 151, Bloemfontein.

Saak 4758/94

IN DIE LANDDROSHOF VIR DIE DISTRIK BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

In die saak tussen **Die Munisipaliteit van Bloemfontein**, Eiser, en **Meyer, T. J. en L. T.**, Verweerder

Ingevolge 'n uitspraak in die Hof van die Landdros, Bloemfontein, en 'n lasbrief vir geregtelike verkoping gedateer 22 Augustus 1994, sal die volgende eiendom op Vrydag, 13 Januarie 1995 om 10:00, by die Landdroskantoor, Peetlaaningang, Bloemfontein, aan die hoogste bieder geregtelik verkoop word:

Sekere Erf 4324, geleë in die stad en distrik Bloemfontein, groot 1 011 vierkante meter, gehou kragtens Akte van Transport 14451/1990, geregistreer op 13 Desember 1990. (Perseeladres: David Fouriestraat 27, Noordhoek).

Die volgende verbeterings is aangebring maar niks word gewaarborg nie:

Woonhuis: Bestaande uit drie slaapkamers, sitkamer, eetkamer, badkamer, kombuis en werkskamer.

Buitegeboue: Motorhuis en toilet.

Die verkoopvoorwaardes lê ter insae by die kantoor van die Balju, Landdroshof, Bloemfontein-Oos, Barnesstraat 5, Bloemfontein, gedurende kantoor ure.

Geteken te Bloemfontein hierdie 22ste dag van November 1994.

J. H. Truter, p.a. Naudes, Prokureur vir Eiser, Derde Verdieping, Trustfonteingebou, Posbus 260, St Andrewstraat 151, Bloemfontein.

Saak 17911/94

IN DIE LANDDROSHOF VIR DIE DISTRIK BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

In die saak tussen **NBS Bank Beperk**, Eiser, en **Stephanus Joubert Gildenhuys**, Eerste Verweerder, **Phillippina Johanna Geldenhuys**, Tweede Verweerder, en **Frans Robert Brand**, Derde Verweerder

Uit kragte van 'n vonnis van die Landdroshof vir die distrik Bloemfontein en kragtens 'n lasbrief gedateer 2 November 1994, sal die volgende eiendom van die Verweerders per publieke veiling vir kontant op Vrydag, 27 Januarie 1995 om 10:00, te Peetlaan-ingang tot die Landdroshof, Bloemfontein, aan die hoogste bieder verkoop word, naamlik:

(a) Deel 23, soos getoon en volledig beskryf op Deelplan 15/81 in die gebou of geboue bekend as Karlienhof waarvan die vloeroppervlakte volgens genoemde deelplan veertig (40) vierkante meter groot is; en

(b) 'n onverdeelde aandeel in die gemeenskaplike eiendom in die grond of gebou of geboue soos getoon en volledig beskryf op genoemde deelplan, toegedeel aan genoemde deel ooreenkomstig die deelnemingskwota van genoemde deel, besit kragtens sertifikaat van Geregistreerde Deeltitel 15/1981 (23) (Unit) gedateer 22 September 1981, behoudens die voorwaardes teen die deelplan geëndosseer.

Die eiendom bestaan onder andere uit die volgende: Kombuis, badkamer, toilet, droogmaak area, parkeer area en sit-/slaapkamer.

Die belangrikste voorwaardes van verkoping:

(a) Die eiendom sal sonder reserweprys verkoop word, maar is die verkoping onderhewig aan die goedkeuring en bekragtiging deur die Eiser en wel binne sewe (7) dae na datum van veiling.

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

(c) Die koper sal verder verantwoordelik wees vir betaling van rente aan Eiser bereken teen 15,25% (vyftien komma twee vyf persent) per jaar, bereken vanaf datum van veiling tot datum van transport, beide datums ingesluit. Die koper moet ook afslaersgelde op die dag van die verkoping betaal en ook hereregte, transportkoste en agterstallige belastinge en ander uitgawes en heffings wat nodig is om transport te laat geskied op versoek van die Prokureurs van die Vonniskskuldeiser.

(d) Die Eksekusieskuldeiser en/of Eksekusieskuldeiser se prokureur en/of Balju, Bloemfontein, en/of p.a. Eksekusieskuldeiser se prokureurs, Symington & De Kok, Tweede, Derde en Vierde Verdiepings, NBS-gebou, Elizabethstraat, Bloemfontein.

Geteken te Bloemfontein op hierdie 21ste dag van November 1994.

P. A. C. Jacobs, vir Symington & De Kok, Prokureurs vir Eiser, Derde Verdieping, NBS-gebou, Elizabethstraat, Bloemfontein.

PUBLIC AUCTIONS, SALES AND TENDERS OPENBARE VEILINGS, VERKOPE EN TENDERS

TRANSVAAL

VAN'S AFSLAERS

VEILING WOONHUIS

In opdrag van die Kurator van insolvente boedel **J. P. Pistorius**, T3649/94, verkoop Van's Afslers ondervermelde eiendom, onderhewig aan bekragtiging, per openbare veiling op 5 Desember 1994 om 13:00, te Damwalrylaan 44, Ifafi, Hartbeespoort:

Beskrywing: Erf 163, Ifafi.

Groot: 1 287 m².

Verbeterings: Drie slaapkamers, twee badkamers, sit-/eetkamer en kombuis.

Betaling: 10% (tien persent) deposito plus kommissie. Balans binne 30 dae.

Inligting: Sakal Van's Afslers, Tel. (012) 335-2974.

PHIL MINNAAR BK

BESTORWE BOEDELVEILING VAN NETJIESE KLEINHOEWE PAARDEFONTEIN — NOORD VAN PRETORIA

In opdrag van die Eksekuteur in die bestorwe insolvente boedel **M. S. Green**, Boedelnommer 19874/93, verkoop ons die ondervermelde eiendom per openbare veiling op Dinsdag, 6 Desember 1994 om 11:00:

Plek van veiling: Hoewe 17, Paardefontein, Walmansthal.

Ligging: Vanaf Pretoria op die N1 na Pietersburg neem Zambesirylaan afrit en draai regs tot eerste stopstraat, draai links op Molotopad. Ry vir 20 km draai links na Walmansthal tot T-aansluiting, draai regs, ry $\pm 1,5$ km en draai regs. Hoewe op regterkant.

Beskrywing: Gedeelte 17 van die plaas Paardefontein 282, Walmansthal, Registrasieafdeling JR, Transvaal.

Groot: 25,6968 ha.

Verbeterings: Hierdie sinkdakwoning bestaan uit drie slaapkamers, twee badkamers, sitkamer, eet- en TV-kamer, toe stoep, kombuis, matte, teëls en motorhuis. Verder is daar 'n boorgat, stoorkamers, watertenk, drie motorafdakke, grasdak somerhuisie met twee bediendekamers met toilet.

Terme: 20% (twintig persent) deposito in kontant of bankgewaarborgde tjek en balans binne 45 dae na bekragtiging.

Besigtiging: Daaglik tussen 08:00 en 17:00.

Navrae: Skakel Martin Pretorius, Tel. (012) 322-8330/1.

Phil Minnaar BK, Afslers, Vervoer en Waardasies, Posbus 28265, Sunnyside, 0132. [Tel. (012) 322-8330/1/2.] [Faks (012) 322-9263.]

CONSILIOR (EDMS.) BPK.

LIKWIDASIE VEILING VAN VRAGMOTORS (KOELTROKKE), 6 DESEMBER 1994 OM 10:00 TE VEESEENTRAAL VEILINGSKRALE

In opdrag van die gesamentlike Likwidateurs van **C & N Vleismark BK** (in likwidasie) (Meestersverwysing No. T2962/94) en die Kurator in die boedel van **A. van der Westhuizen** (Meestersverwysing No. T3101/94), verkoop ons die volgende per publieke veiling:

Toyota Dina Turbo, 4 ton (sonder verkoeler), Isuzu, 10 ton (met verkoeler), Mercedes, 8 ton (sonder verkoeler), Isuzu, 3 ton (sonder verkoeler), Sprite Major Karavaan, Nokia Sellulêre Telefoon, vertoon koelkas ± 4 meter en hout rak.

Afslers nota:

1. Items kan van die veiling onttrek word.
2. Die 4 ton Dina word onderhewig aan bekragtiging verkoop.

Verkoopvoorwaardes:

1. Betaling streng kontant of bankgewaarborgde tjek.
2. Goedere word voetstoots verkoop.
3. BTW eksklusief.

Navrae: Consilior (Edms.) Bpk., Tel. (012) 348-5111.

Na ure: Rudi Nagel, Tel. (016) 28-3274.

PHIL MINNAAR BK

(CK 93/29245/23)

BESTORWE BOEDELVEILING VAN KLEIN PLASIE, NOORD VAN PRETORIA – KLIPDRIFT

In opdrag van die Eksekuteur in die bestorwe boedel **M. W. Pretorius**, Boedelnommer 15822/91, verkoop ons hierdie eiendom per openbare veiling op Dinsdag, 6 Desember 1994 om 10:00:

Plek van veiling: Die plaas Klipdrift. (Sien ligging).

Ligging: Vanaf Pretoria met die N1 Noord na Pietersburg. Neem Hammanskraal/Boekenhoutskloof afrig. Draai regs na Boekenhoutskloof en ry vir 3,8 km (teerpad word grondpad). Plasie op regterhand.

Beskrywing van eiendom: Resterende gedeelte van Gedeelte 28 van die plaas Klipdrift 121, Registrasieafdeling JR, Transvaal.

Groot: 24,9714 ha.

Verbeterings: Bouvallige woning en buitegeboue en weiding. Eskomkrag.

Terme: 20% (twintig persent) deposito in kontant of bankgewaarborgde tjek en balans verseker te word met waarborge binne 45 dae na bekragtiging.

Besigtiging: Daaglik.

Navrae: Skakel Martin Pretorius, by Tel. (012) 322-8330/1.

Phil Minnaar BK, Afslaers, Posbus 28265, Sunnyside, 0132. [Tel. (012) 322-8330/1.] (Faks (012) 322-9263.)

LIBRA AUCTIONEERS**INSOLVENT DECEASED ESTATE AUCTION TOWNHOUSE – SUNNINGHILL, SANDTON**

Duly instructed by the Executor in the deceased estate of **B. P. O'Shea**, Masters Ref. No. 1835/94/4, we will sell the undermentioned property by public auction, subject to confirmation:

Date: Tuesday, 6 December 1994 at 12:00.

Place: 22 Grace Avenue, Peltier Drive, Sunninghill, Sandton.

Description: Ground floor: Three bedroom townhouse consisting of entrance hall, lounge, two bathrooms, kitchen, built in cupboards, wall to wall carpets, walls and floor fully covered with ceramic tiles. The outbuildings comprise servant's bathroom. Double undercover carport and store-room. The complex have a pool, pool tables and a bar. Also secured by a wall and electric fencing with remote control gates.

Enquiries: Auctioneers may be contacted for more details.

Sale conditions: 20% (twenty per cent) deposit at the fall of the hammer and the balance by way of suitable guarantee within 21 days after confirmation. Further conditions will be read by the auctioneer before the closing of the bid.

Auctioneers note: This auction is not to be missed! Neat townhouse situated in a very neat upper class complex.

Libra Auctioneers, Florida; Posbus 698, Maraisburg, 1700. Giel Bezuidenhout, Tel. (011) 674-2336/2595.

PARK VILLAGE AUCTIONS**INSOLVENT ESTATE: A. W. BLECHER**

MASTER'S REFERENCE NUMBER: T3569/94

Duly instructed by the Trustee in the above-mentioned insolvent estate, we will sell by public auction on site at 27 11th Avenue, Orange Grove, District of Johannesburg, PWV, on Monday, 5 December 1994, commencing at 10:30, a three bedroomed home.

For further particulars and viewing contact the auctioneer: Park Village Auctions. [Tel. (011) 789-4375.] [Telefax (011) 789-4369.]

PARK VILLAGE AUCTIONS**INSOLVENT ESTATE: D. P. HOPLEY**

MASTER'S REFERENCE NUMBER: T2376/94

Duly instructed by the Trustee in the above-mentioned insolvent estate, we will sell by public auction on site at 645 10th Avenue, Gezina, Pretoria, District of PWV, on Wednesday, 7 December 1994, commencing at 10:30, a three bedroomed home.

For further particulars and viewing contact the auctioneer: Park Village Auctions. [Tel. (011) 789-4375.] [Telefax (011) 789-4369.]

PARK VILLAGE AUCTIONS**ANODE ELECTRICAL ENGINEERING CONSTRUCTION CO. (PTY) LTD (IN LIQUIDATION)****MASTER'S REFERENCE NUMBER: T2083/94**

Duly instructed by the Liquidator in the above-mentioned matter, we will sell by public auction on site at 32 Greer Street, corner of Second Street, Maryvlei Extension 1, District of Brakpan, PWV, on Tuesday, 6 December 1994, commencing at 10:30, two factory complexes.

For further particulars and viewing contact the auctioneer: Park Village Auctions. [Tel. (011) 789-4375.] [Telefax (011) 789-4369.]

PARK VILLAGE AUCTIONS**INSOLVENT ESTATE: H. E. SCHULTZ****MASTER'S REFERENCE NUMBER: T2229/94**

Duly instructed by the Trustee in the above-mentioned insolvent estate, we will sell by public auction on site at the farm Rietfontein 532 (Hills and Dales), District of Pretoria, Registration Division JQ, Transvaal, on Tuesday, 6 December 1994, commencing at 10:30, farm with various improvements.

For further particulars and viewing contact the auctioneer: Park Village Auctions. [Tel. (011) 789-4375.] [Telefax (011) 789-4369.]

PARK VILLAGE AUCTIONS**INSOLVENT ESTATE: E. J. WEBB****MASTER'S REFERENCE NUMBER: T2446/94**

Duly instructed by the Trustee in the above-mentioned insolvent estate, we will sell by public auction on site at 1 Peperboom Avenue, Weltevredenpark Extension 26, District of Roodepoort, PWV, on Monday, 5 December 1994, commencing at 10:30, a three bedroomed home.

For further particulars and viewing contact the auctioneer: Park Village Auctions. [Tel. (011) 789-4375.] [Telefax (011) 789-4369.]

PARK VILLAGE AUCTIONS**INSOLVENT ESTATE: M. S. GLEN****MASTER'S REFERENCE NUMBER: T2923/94**

Duly instructed by the Trustee in the above-mentioned insolvent estate, we will sell by public auction on site at 2 Navette Close, Jukskei Park, District of Randburg, PWV, on Wednesday, 7 December 1994, commencing at 10:30, a three bedroomed residence.

For further particulars and viewing contact the auctioneer: Park Village Auctions. [Tel. (011) 789-4375.] [Telefax (011) 789-4369.]

PARK VILLAGE AUCTIONS**HARHOL PROPERTY DEVELOPERS (PTY) LTD (IN LIQUIDATION)****MASTER'S REFERENCE NUMBER: T3201/93**

Duly instructed by the Liquidator in the above-mentioned estate, we will sell by public auction on site at Park Mews, 19 Catherine Avenue, corner of Esselen Street, Hillbrow, District of Johannesburg, PWV, on Thursday, 8 December 1994 at 10:30, eight storey apartment building.

For further particulars and viewing contact the auctioneer: Park Village Auctions. [Tel. (011) 789-4375.] [Telefax (011) 789-4369.]

PARK VILLAGE AUCTIONS**HEKRO PROPERTY INVESTMENTS (PTY) LTD (IN LIQUIDATION)****MASTER'S REFERENCE NUMBER: T154/94**

Duly instructed by the Liquidator in the above-mentioned matter, we will sell by public auction on site at the corner of De Villiers, Hoek and Plein Streets, Johannesburg, Registration Division IR, PWV, on Monday, 5 December 1994, commencing at 12:30, a building with seven upper levels.

For further particulars and viewing contact the auctioneer: Park Village Auctions. [Tel. (011) 789-4375.] [Telefax (011) 789-4369.]

PARK VILLAGE AUCTIONS

EDC GROUP OF CORPORATIONS (IN LIQUIDATION)

MASTER'S REFERENCE NUMBER: T3864/93

Duly instructed by the Joint Liquidators in the above-mentioned corporations, we will sell by public auction, in conjunction with Michael James Organisation, on site at Rail Street (Portion 8 of Erf 1548, Roodekop), Roodekop, District of Germiston, PWV, on Wednesday, 7 December 1994, commencing at 10:30, factory buildings.

For further particulars and viewing contact the auctioneers: Park Village Auctions. [Tel. (011) 789-4375.] [Telefax (011) 789-4369.]

Alternatively: Michael James Organisation. [Tel. (011) 887-2600.] [Telefax (011) 887-2610.]

PARK VILLAGE AUCTIONS

EDC GROUP OF CORPORATIONS (IN LIQUIDATION)

MASTER'S REFERENCE NUMBER: T3864/93

Duly instructed by the Joint Liquidators in the above-mentioned corporations, we will sell by public auction, in conjunction with Michael James Organisation, on site at Rail Street (Portion 12 of Erf 1557, Roodekop), Roodekop, District of Germiston, PWV, on Wednesday, 7 December 1994, commencing at 10:30, factory buildings.

For further particulars and viewing contact the auctioneers: Park Village Auctions. [Tel. (011) 789-4375.] [Telefax (011) 789-4369.]

Alternatively: Michael James Organisation. [Tel. (011) 887-2600.] [Telefax (011) 887-2610.]

CAHI AUCTIONEERS

(Registration No. CK87/12616/23)

DE NIROS ITALIAN DINER BY PUBLIC AUCTION EQUIPED 200 SEATER RESTAURANT WITH MASSIVE TERRACE SEATING, MERROW DOWN PLAZA, MAGALIESSIG (NEAR FOUR WAYS SHOPPING MALL) OFF WITKOPPEN ROAD

Duly instructed by the Trustee in the matter **Bryant Restaurant (Pty) Ltd** in liquidation, Masters Ref. T2469/94, we will sell (a) individually, and (b) as a going concern, on Friday, 2 December 1994 at 11:00, on site De Niro's Restaurant, Merrow Down Plaza, corner of Merrow and Traupant Avenues, Off Witkoppen Road.

View by appointment.

Terms: Registration fee R1 000 (refundable). Cash or bank-guaranteed cheques only.

For further info contact Greg of Cahi Auctioneers, 99 Beatrix Street, Arcadia, Pretoria. [Tel. (012) 325-7250.] [Fax (012) 324-2215.]

PROPERTY MART SALES

Duly instructed by the Provisional Liquidator of **Home Five One Six Investments (Pty) Ltd**, Master's Ref. T4075/94, we shall sell:

Being Remaining Extent Erf 201, Village Deep, situated at 27 and 27A Baldwin Road, 3 271 square metres in extent, zoned Industrial 2. Improvements comprise of 643 square metres offices, factory/warehouse, 1 868 square metres, totalling a lettable area of 2 511 square metres. There is one existing tenant occupying 812 square metres, paying R5 200 per month. The property will first be offered provisionally with the lease and then without.

Sale takes place on the spot on 9 December 1994 at 11:00.

Terms: 20% (twenty per cent) deposit at the drop of the hammer in cash or bank cheque. Balance within 30 days of confirmation by bank or building society guarantee.

Auctioneers: Property Mart (Est. 1963), First Floor, Pogir Bastion Insurance House, 244 Louis Botha Avenue, Orange Grove, 2192; P.O. Box 46058, Orange Grove, 2119. [Tel. (011) 728-1283.] [Fax. (011) 728-5215.] After hours: (011) 462-3731, A. W. Hartard.

PROPERTY MART SALES

Behoorlik daartoe gelas deur die Voorlopige Kurator in die insolvente boedel van **H. E. Cloete** (Meesters Verw. T3582/94), onderhewig aan sewe dae bekragtiging:

Eenheid 16, bekend as Woonstel 304, Church Gardens, groot 89 vierkante meter, geleë te Bourkestraat, Sunnyside, Pretoria.

Die veiling vind plaas op die perseel op 1 Desember 1994 om 11:00.

Betalingsvoorwaardes: 20% (twintig persent) deposito in kontant of bankgewaarborgde tjek op val van die hamer. Balans by wyse van goedgekeurde bank- of bougenootskapwaarborg binne 30 dae na bekragtiging.

Afslaaers: Property Mart (Gestig 1963), Eerste Verdieping, Pogir Bastion Insurance House, Louis Botha laan 244, Orange Grove, 2192; Posbus 46058, Orange Grove, 2119. [Tel. (011) 728-1283.] [Faks. (011) 728-5215.] Na ure: (011) 793-6164, C. Mostert.

PROPERTY MART SALES

Duly instructed by the Provisional Trustee in the insolvent estate **N. D. S. Vandenberg**, Master's Ref. T4027/94, we shall sell subject to seven days confirmation:

Neat three bedroom dwelling, Erf 1362, Bonaero Park Extension 3, Kempton Park, measuring 1 025 square metres, and situated at 135 Carp Road.

Sale takes place on the spot on 6 December 1994 at 11:00.

Terms: 20% (twenty per cent) deposit at the drop of the hammer in cash or bank cheque. Balance within 30 days of confirmation by bank or building society guarantee.

Auctioneers: Property Mart (Est. 1963), First Floor, Pogir Bastion Insurance House, 244 Louis Botha Avenue, Orange Grove, 2192; P.O. Box 46058, Orange Grove, 2119. [Tel. (011) 728-1283.] [Fax. (011) 728-5215.] After hours: (011) 793-6164, C. Mostert.

PROPERTY MART SALES

Duly instructed by the Provisional Liquidator of **Home Five One six Investments (Pty) Ltd**, Master's Ref. T4027/94, we shall sell:

Being Remaining Extent Erf 201, Village Deep, situated at 27 and 27A Bladwin Road, 3 271 square metres in extent, zoned Industrial 2. Improvements comprise of 643 square metres offices, factory/warehouse, 1 869 square metres, totalling a lettable area of 2 511 square metres. There is one existing tenant occupying 812 square metres paying R5 200 per month. The property will first be offered provisionally with the lease and then without.

Sale takes place on the spot on 9 December 1994 at 11:00.

Terms: 20% (twenty per cent) deposit at the drop of the hammer in cash or bank cheque. Balance within 30 days of confirmation by bank or building society guarantee.

Auctioneers: Property Mart (Est. 1963), First Floor, Pogir Bastion Insurance House, 244 Louis Botha Avenue, Orange Grove, 2192; P.O. Box 46058, Orange Grove, 2119. [Tel. (011) 728-1283.] [Fax. (011) 728-5215.] After hours: (011) 462-3731, A. W. Hartard.

AUCOR (PTY) LTD**URGENT SALE**

LALHAS TRADING ENTERPRISES CC, TRADING AS GOOLAMS CASH & CARRY (IN LIQUIDATION)

(MASTER OF THE SUPREME COURT REFERENCE No. T3733/94)

Refrigerated and volume trucks, forklifts, industrial shelving, gondolas, cash registers, check out counters, coldroom, groceries, Island fridge and freezers and upright glass door fridges etc.

On the spot: Corner of Onyx and Amethyst Streets, Carltonville, on Thursda, 8 December 1994 at 10:30.

Duly instructed by the Liquidator appointed in the above-mentioned matter we will supplement and sell without reserve as follows.

For further details please phone the auctioneers.

View: Day prior to the sale.

Terms: R2 000 deposit (bank or bank-guaranteed cheque) on registration. The balance to be paid (bank or bank-guaranteed cheque) on the day of the sale. All bidders being financed must produce an irrevocable letter of credit prior to bidding. All bids are exclusive of VAT.

Note: No cash will be accepted at the auction site but may be deposited at the nearest First National Bank.

The above is subject to change without prior notice.

Aucor (Pty) Ltd, 14 Apple Road, Wendywood, 2148. [Tel. (011) 444-5550.] [Fax (011) 444-5551.]

AUCOR (PTY) LTD**RIDGEWAY EXTENSION 5****RESIDENTIAL STAND**

INSOLVENT ESTATE: E. P. AND D. DU PLESSIS

(MASTER OF THE SUPREME COURT No.: T2277/94)

To be sold on site at: 45 Susanna Street, Ridgeway Extension 5, on Saturday, 3 December 1994 at 10:30.

Duly instructed by the Trustee we will sell Erf 1211, Ridgeway Extension 5, which is a sloping stand in a well developed prestigious sought after suburb and measuring approximately 1 000 square metres.

For further information please contact the auctioneers.

View: All hours.

Terms: 20% (twenty per cent) deposit by cash or bank-guaranteed cheque on the fall of the hammer. The balance by bank-guaranteed cheque acceptable to the trustee within 30 days of confirmation. All bids are exclusive of VAT.

Note: No cash will be accepted at the auction site but may be deposited at the nearest First National Bank.

The above is subject to change without prior notice.

Aucor (Pty) Ltd, 14 Apple Road, Wendywood. [Tel. (011) 444-5550.] [Fax (011) 444-5551.]

AUCOR (PTY) LTD

DELMAS SMALLHOLDING

INSOLVENT ESTATE: **D. G. NICHOLSON**

(MASTERS REFERENCE No. C35/94)

To be sold on the spot: 15 Auerbach Street, Rietkol, on Monday, 5 December 1994 at 10:30.*Duly instructed by the Trustee in the above matter we will sell by public auction the property legally described as Plot 431, Rietkol, District of Delmas, measuring 2,3934 hectares, with improvements thereon.**Improvements:* The residence under tiles comprises of a lounge, dining-room, family room, four bedrooms (main en suite), kitchen, breakfast room, scullery and laundry. Outbuildings include a three car garage, store-rooms, shed and rondavel. A pool in need of repair and a borehole are among other improvements. Escrow power is on the property.*For further details please contact the auctioneers.**View:* By appointment with the auctioneer or day prior to sale 09:00 to 16:00.*Terms:* 20% (twenty per cent) deposit (bank or bank-guaranteed cheque) to be paid on the fall of the hammer. The balance to be paid with guarantees acceptable to the trustee within 30 days of confirmation. Bidders being financed must produce an irrevocable letter of credit prior to bidding. All bids are exclusive of VAT.*The above is subject to change without prior notice.**Aucor (Pty) Ltd, 14 Apple Road, Wendywood, Sandton, 2148. [Tel. (011) 444-5550.] [Fax. (011) 444-5551.]*

CAPE • KAAP

JOHAN NEL AFSLAERS*In opdrag van die Eksekuteur in boedel wyle P. R. de Beer, Meesters Verwysing 16093/94, Pretoria, sal ons die boedelbates verkoop te Klipstraat 30, Zeerust, op Vrydag, 9 Desember 1994 om 11:00:**Terme:* Kontant of bankgewaarborgde tjek.*Telefoon:* (01428) 2-3341.*Johan Nel Afslaers, Presidentstraat 11, Zeerust; Posbus 1181, Zeerust.*

NATAL

RAYNO AUCTIONEERS

PUBLIC AUCTION

ESTATE LATE **D. V. NAIDOO**

MASTER'S REFERENCE No. 4588/92

*Duly instructed by the Executrix in the above estate we will offer for sale on 9 December 1994 at 10:00, at 19 Tulip Road, Stanger Manor, Stanger, the following property:**Lot 1539, Stanger Extension 19, situated in the Borough of Stanger, Administrative District of Natal, in extent 749 square metres.**The property description is as follows:**Upstairs:* Three bedrooms (1 en suite), toilet, bathroom, lounge, open dining area, kitchen and scullery.*Downstairs:* Single garage, two rooms, kitchen, toilet and bathroom.*Full conditions of sale can be inspected at the offices of the auctioneer at 65 Reynold Street, Stanger.**Rayno Auctioneers, P.O. Box 537, Stanger. [Tel. (0324) 9-2776.]*

J M POTGIETER AUCTIONEER

INSOLVENT ESTATE AUCTION

*Insolvent estate: John Kellaway, N358/94, on Friday, 13 December 1994 at 11:00, at 23 Hlobane Street, Vryheid:**Dwelling-house at 23 Hlobane Street, Vryheid, consisting of entrance hall, dining-room, passage, two complete bathrooms, laundry, servants' quarters with toilet, lounge, kitchen, four bedrooms, verandah and double garage.**Built of face brick, knotty pine and asbes ceilings, tiled roof, wall to wall carpets, built-in cupboards in kitchen and bedrooms, property fenced with concrete walls and paved drive way.**Terms:* 10% (ten per cent) deposit. Balance upon registration of transfer.*Enquiries:* Arrange with auctioneer.*J. M. Potgieter. [Tel. (0381) 6122.] [Fax (0381) 80-8680.]*

ORANGE FREE STATE ORANJE-VRYSTAAT

PHILIP D. WRIGHT & SIEBRITS

BOEDEL VEILING

In opdrag van die Kurators in die insolvente boedel van **L. Engelbrecht**, B337/94, en **P. H. S. Engelbrecht**, B339/94, word die onderstaande te koop aangebied per openbare veiling op Vrydag, 9 Desember 1994 om 10:00, te Springboklaan 39, Bergsig, Harrismith:

Onroerende eiendom: Insolvente boedel: **L. Engelbrecht:**

Erf 1701, geleë in die dorp en distrik Harrismith-uitbreiding 26, groot 1 200 (eenduisend tweehonderd) vierkante meter, ook bekend as Springboklaan 39, Harrismith.

Verbeterings: Moderne woonhuis bestaande uit ingangsportaal, binneportaal, kombuis, eetkamer, woonkamer, sitkamer, voorstoep, studeerkamer, twee slaapkamers met badkamer, hoofslaapkamer met badkamer en beslaan 247 vierkante meter, buitegeboue bestaande uit drie enkelmotorhuise aaneen, groot bediende kamer met vol badkamer en stoorkamer en beslaan 90 vierkante meter.

Roerende eiendom: Insolvente boedel: **P. H. S. Engelbrecht:**

Bank plus twee stoele plus koffietafel, ronde tafeltjie, Thomas orrel met stoel, swarthout eetkamertafel met agt stoele en buffet, swarthout vertoonkas, chroom tafeltjie met glasblad, Embuia trousseau kis, National mikrogolfoond, Tek 2000 vrieskas, Defy tuimeldroër, Embuia vierstuk eenheid, National Televisie (draagbaar), blou geweefde wolmat, swart-geelhout tafel, pienk twee-sitplek bank, wit porselein lamp met blou skerm, blou twee-sitplek bank, skildery, opvou tafel, opvou stoel, twee koperpote, skildery, tuinstel-tafel met ses stoele, kiaathout dubbelbed plus twee sykassies en spieëlkas, swart twee-sitplek bank, lessenaar met twee stoele, swart drie-sitplek bank, pienk twee-sitplek bank (opvou bed), groen geblomde twee-sitplek bank, twee staal bedjies, Honda Generator, alle gordyn een 9mm Star pistool.

Verkoopvoorwaardes:

1. Onroerende eiendom: 10% (tien persent) deposito op datum van veiling en balans gewaarborg te word binne 14 (veertien) dae na bekragtiging. Besit kan met Kurator gereël word.

2. Roerende eiendom: Streng kontant of bankgewaarborgde tjek.

3. Alle bates word voetstoots verkoop.

Verkoopvoorwaarde beskikbaar by afslasers.

Philip D. Wright & Siebrits, Stuartstraat 49C (oorkant Poskantoor), Posbus 126, Harrismith. [Tel. (05861) 2-1198/9.] (Andrew Siebrits of Van Zyl de Villiers.)

IMPORTANT!!

Placing of languages: *Government Gazettes*

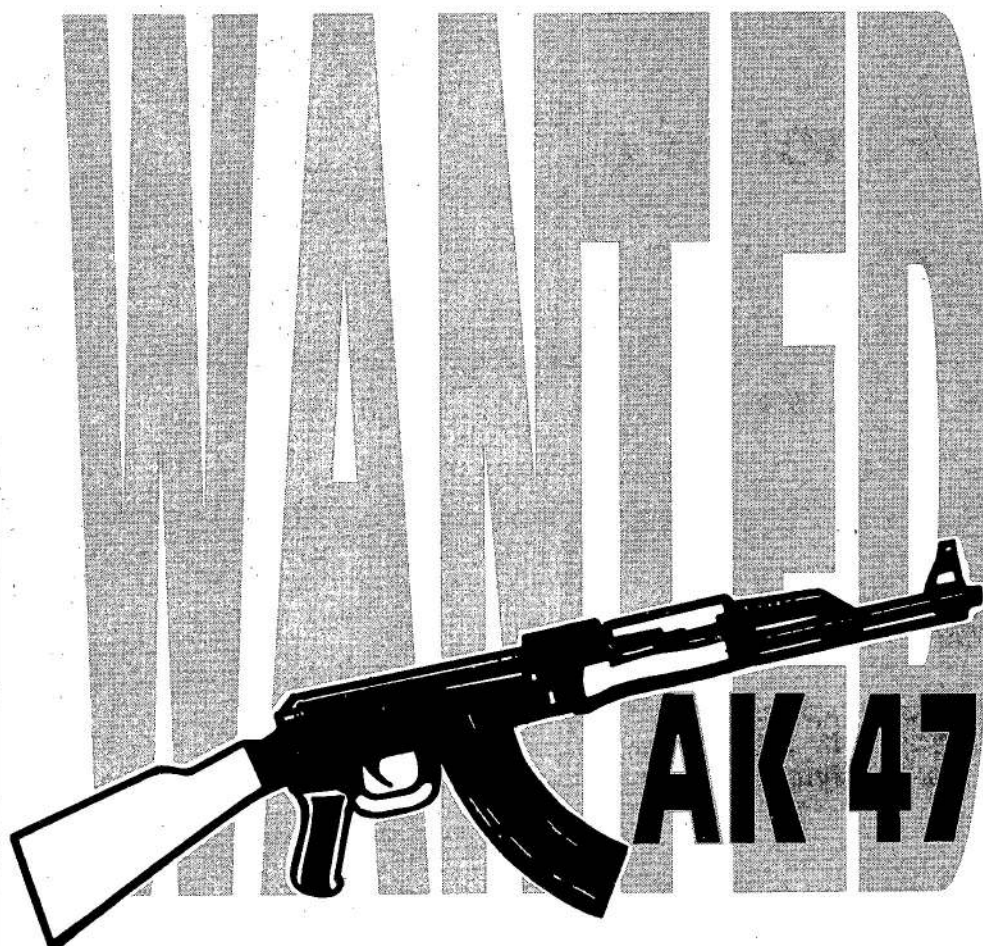
1. Notice is hereby given that the interchange of languages in the *Government Gazette* will be effected annually from the first issue in October.
2. For the period 1 October 1994 to 30 September 1995, English is to be placed FIRST.
3. This arrangement is in conformity with Gazettes containing Act of Parliament etc. where the language sequence remains constant throughout the sitting of Parliament.
4. *It is therefore expected of you, the advertiser, to see that your copy is in accordance with the above-mentioned arrangement in order to avoid unnecessary style changes and editing to correspond with the correct style.*

—oOo—

BELANGRIK!!

Plasing van tale: *Staatskoerante*

1. Hiermee word bekendgemaak dat die omruil van tale in die *Staatskoerant* jaarliks geskied met die eerste uitgawe in Oktober.
2. Vir die tydperk 1 Oktober 1994 tot 30 September 1995 word Engels EERSTE geplaas.
3. Hierdie reëling is in ooreenstemming met dié van die Parlement waarby koerante met Wette ens. die taalvolgorde deurgaans behou vir die duur van die sitting.
4. *Dit word dus van u, as adverteerder, verwag om u kopie met bogenoemde reëling te laat strook om onnodige omskakeling en stylredigering in ooreenstemming te bring.*



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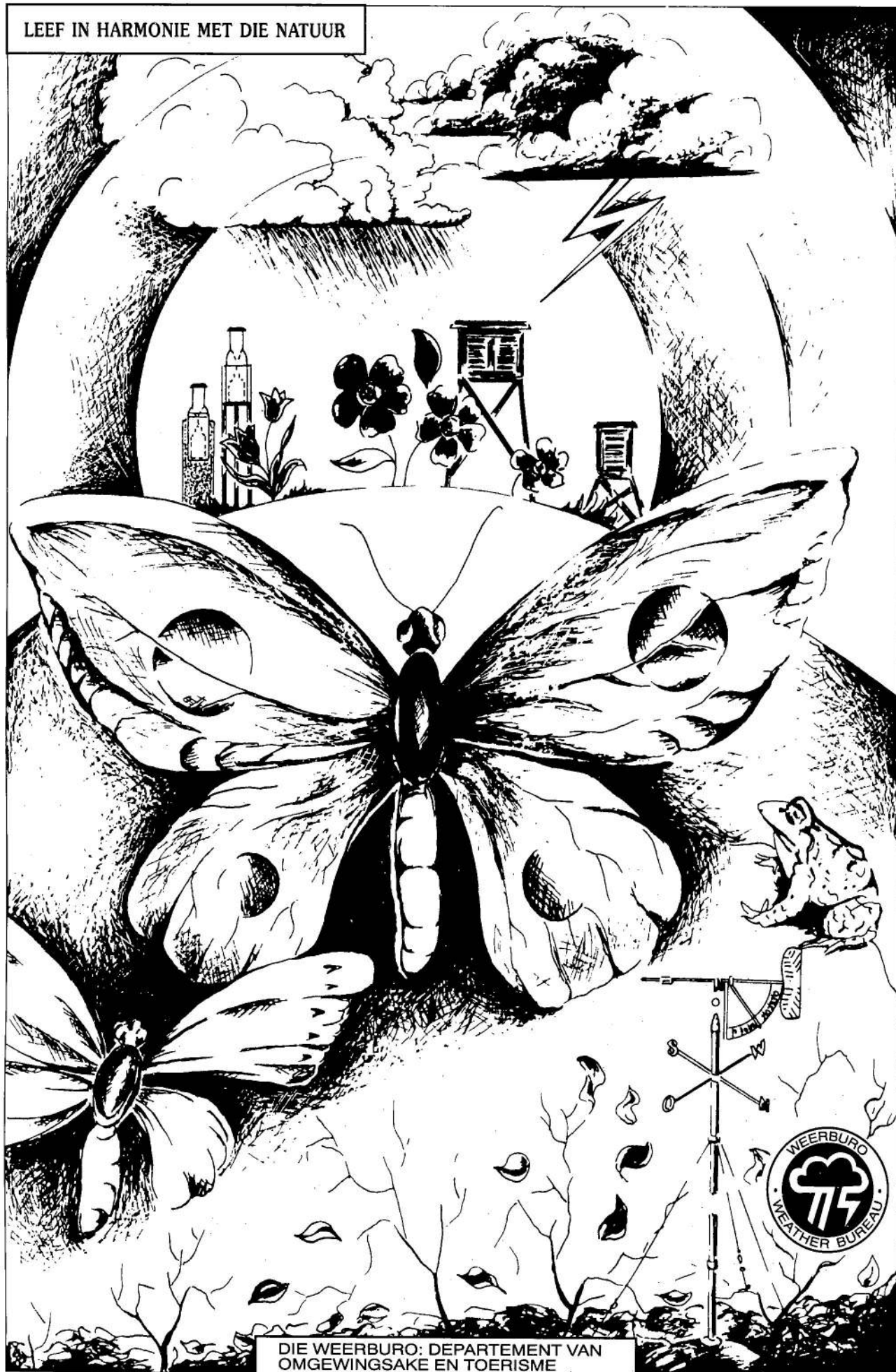
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