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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
R*

Standardised notices

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 45,20

LIQUOR LICENCE NOTICES in extraordinary *Gazette*:

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

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 veilinge, 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 keerdatum	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.

SLUITINGSTYF 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 ADVERT-TEERDER

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

COPY

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

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

- (1) The kind of notice.

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

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

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

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

PAYMENT OF COST

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

Franking machine impressions appearing on the copy are acceptable provided that they are clear. Franking machine 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 familiename moet duidelik leesbaar wees en familiename moet onderstreep of in hoofletters getik word. Indien 'n naam verkeerd gedruk word as gevolg van onduidelike skrif, sal die kennisgewing alleen na betaling van die koste van 'n nuwe plasing weer gepubliseer word.

BETALING VAN KOSTE

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

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.

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

TRANSVAAL

Saak 238/91

IN DIE LANDDROSHOF VIR DIE DISTRIK MAPULANENG GEHOU TE BOSBOKRAND

In die saak tussen Boland Bank Beperk, Eiser, en Mulungi John Theledi, Verweerder

Ingevolge 'n uitspraak van bogemelde Agbare Hof en 'n lasbrief vir eksekusie gedateer 22 Oktober 1993, sal die ondervermelde onroerende eiendom in eksekusie verkoop word aan die hoogste bieder op 7 Maart 1995 om 10:00, te die Landdroskantoor, Bosbokrand, naamlik:

Erf 494, Mariti.

Verbeterings (nie gewaarborg nie): 'n Enkelverdiepingwoonhuis bestaande uit badkamer, kombuis, eetkamer, sitkamer, ses slaapkamers, halfgeboorde garage en halfgeboorde vertrek aan garage.

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 die koopkontrak wat ter insae lê by die Balju, Bosbokrand van Potgieterstraat 43, Phalaborwa, met telefoonnommer (01524) 3794 asook by ondervermelde adres, wat vir inspeksie beskikbaar is gedurende die gewone kantoorure.

Geteken te Nelspruit op hede die 17de dag van Januarie 1995.

M. G. Pienaar, vir Swanepoel & Vennote, Prokureurs vir Eiser, Vyfde Verdieping, Proromgebou, Brownstraat, Posbus 1300, Nelspruit. (Tel. 52401.) (Faks. 53335.) (Verw. mnr. Pienaar/rdl/B106-91.)

Case 17542/94
PH 456

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

In the matter between **First National Bank of Southern Africa Limited**, Plaintiff, and **Mokupi, Lesetja William**, First Defendant, and **Mokupi, Bolly**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the office of the Sheriff, at First Floor, Terrace Building, 1 Eaton Terrace, New Redruth, Alberton, on 14 February 1995 at 10:00, of the undermentioned property of the Defendants on the conditions to be read out by the auctioneer at the offices of the Sheriff, First Floor, Terrace Building, 1 Eaton Terrace, New Redruth, Alberton, prior to the sale:

Erf 16, in the Township of Siluma View, measuring 299 square metres held under Deed of Transfer TL55466/1993 known as 16 Katlehong Gardens, Katlehong.

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

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

Signed at Johannesburg on the 18th day of January 1995.

H. F. Kassel, for Kassel Sklaar Cohen & Co., Plaintiff's Attorneys, 58 Oxford Road, Rosebank, Johannesburg. (Tel. 646-2115.) (Ref. Ms. Amore/F5946.)

Case 4292/93

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

In the matter between **ABSA Bank Limited**, trading as Trustbank, Execution Creditor, and **R. P. F. Grobler**, Execution Debtor

Pursuant to a judgment of the Magistrate's Court for the District of Rustenburg, and warrant of execution dated 13 September 1994, the undermentioned property will be sold in execution to the highest bidder, on Friday, 24 February 1995 at 10:00, in front of the Magistrates' Offices, Fourth Avenue, Thabazimbi, namely:

Certain Erf 104, situated in the Town Northan Extension 2, Registration Division KQ, Transvaal, measuring 1 703 (one thousand seven hundred and three) square metres, held by virtue of Deed of Transfer T10921/1985.

Mortgagor: Santam Bank Ltd, Bond No. B14032/1985, subject to all such conditions contained therein or referred to.

Improvements: None.

The conditions of sale, which will be read immediately prior to the sale will lie for inspection at the offices of the Sheriff, Thabazimbi.

The main conditions contained therein are the following: The property will be sold for cash to the highest bidder and the sale will be subject to all the rights of the mortgagors as set out in the conditions of sale which lies for inspection at the offices of the Sheriff of the Magistrate's Court, Thabazimbi, the Clerk of the Court, Magistrate's Court, Rustenburg, and the attorneys of the Plaintiff, Breytenbach, Prinsloo Incorporated, Breytenbach Prinsloo Building, 122 Burger Street, Rustenburg.

Signed at Rustenburg this 16th day of January 1995.

Breytenbach, Prinsloo Inc., Breytenbach Prinsloo Building, 122 Burger Street, Rustenburg. (Ref. Mr Prinsloo/ACD/TG.13.)

Saak 5654/93

IN DIE LANDDROSHOF VIR DIE DISTRIK KRUGERSDORP GEHOU TE KRUGERSDORP

In die saak tussen **Epol (Edms.) Bpk.**, Eiser, en **mnr. Esias Rynier Snyman**, handeldrywende as Snyman Melkery, Verweerder

In ter uitvoering van 'n vonnis en lasbrief vir eksekusie toegestaan deur bogenoemde Hof op 21 September 1993, sal die ondervermelde eiendom op 22 Februarie 1995 om 10:00, aan die hoogste bieder voor die Baljukantore, Klaburn Hof 22, Ockersesstraat, Krugersdorp, verkoop word:

Sekere Gedeelte 43 op die plaas Wolwekrans 156, Registrasieafdeling IQ, Transvaal, gehou kragtens Akte T53740/83, groot 8,8223 H.

Die vonnisskuldeiser beskryf die verbeterings soos hieronder uiteengesit, sonder om dit te waarborg: Verbeterings: Sitkamer, gesinskamer, eetkamer, twee badkamers, vier slaapkamers, gang, kombuis, opwaskamer, tuin, swembad, omheining — draad, dak — sink, mure — steen, vensters — staal. *Buitegeboue:* Melkstal, bediendekamer en vier motorhuise.

Terme: Tien persent (10%) van die koopprys sal betaalbaar wees op die dag van die verkoping en die balans tesame met rente daarop tot datum van registrasie van die oordrag moet betaal word of gewaarborg word deur 'n bank- of bougenootskap-waarborg, gelewer binne veertien (14) dae vanaf datum van verkoping aan die Balju. Die voorwaardes van die verkoping wat voor die verkoping gelees sal word, sal ter insae lê by die kantore van die Balju, Krugersdorp.

Gedateer te Krugersdorp op hierdie 12de dag van Januarie 1995.

S. F. Grobelaar, vir C. B. Swart, Marais, Redelinghuys, Eiser se Prokureurs, Commissionerstraat 123, Krugersdorp. (Tel. 953-4055/6/7.) (Verw. A. Fourie/KS0041.)

Saak 2486/94

IN DIE LANDDROSHOF VIR DIE DISTRIK RUSTENBURG GEHOU TE RUSTENBURG

In die saak tussen **United Bank**, 'n divisie van ABSA Bank Beperk, Eksekusieskuldeiser, en **Rustenburg CC**, No. CK91/22555/23, Eksekusieskuldenaar

Ingevolge uitspraak van bogenoemde Agbare Hof en 'n lasbrief tot eksekusie gedateer 6 Januarie 1995, sal hierdie ondervermelde eiendom geregtelik verkoop word op 22 Februarie 1995 om 11:00, voor die Landdroskantoor, Kloppeerstraat, Rustenburg, aan die persoon wie die hoogste aanbod maak, naamlik:

Sekere Gedeelte 7 van Erf 2447, geleë in die dorp Rustenburg-uitbreiding 9, Registrasieafdeling JQ, Transvaal, groot 2 155 (tweeënduisend eenhonderd vyf-en-veertig) vierkante meter, gehou kragtens Transportakte T11963/93, onderhewig aan alsonderige voorwaardes as wat in die gemelde Akte vermeld staan of na verwys word.

Die verkoopvoorwaardes, wat onmiddellik voor die verkoping gelees sal word lê ter insae in die kantoor van die Balju, Smutslaan, Rustenburg. Die belangrikste voorwaardes daarin vervat is die volgende: Dat die eiendom vir kontant en aan die hoogste bieder verkoop sal word, onderworpe aan die regte van die Verbandhouders soos uiteengesit in die verkoopvoorwaardes wat ter insae lê by die kantore van die Balju, Smutslaan, Rustenburg, by die Klerk van die Hof, Rustenburg, en by die Eiser se Prokureurs, Breytenbach, Prinsloo & Vennote, Burgerstraat 122, Rustenburg.

Geteken te Rustenburg op hede die 10de dag van Januarie 1995.

Breytenbach, Prinsloo & Vennote, Eerste Verdieping, Sanlam Sentrum, Boomstraat, Posbus 75, Rustenburg. (Verw. mnr. Prinsloo/RDV/U48.)

**Case 7919/94
PH 104**

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **The Standard Bank of S.A. Ltd**, Execution Creditor, and **Nojozi, Nomakhazi Irene**, Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at 131 Marshall Street, Johannesburg, on 23 February 1995 at 10:00, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff, Soweto East, 32 Von Brandis Street, Johannesburg, prior to the sale:

Certain Erf 1103, situated in the Township of Dube, Registration Division IQ, Transvaal, being 1103 Xuma Street, Dube, Johannesburg, measuring 316 (three hundred and sixteen) square metres.

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

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

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

Dated at Johannesburg this 16th day of January 1995.

B. W. Webber, for Ramsay, Webber & Co., Plaintiff's Attorneys, Fifth Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/fp/N245.)

Case 28114/94
PH 104

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

In the matter between **The Standard Bank of S.A. Ltd**, Execution Creditor, and **Khantsi, Itireleng Ezekiel**, First Execution Debtor, and **Khantsi, Maleshoane Alice**, Second Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the office of De Klerk, Vermaak & Partners, Overvaal Building, 28 Kruger Avenue, Vereeniging, on 23 February 1995 at 10:00, of the undermentioned property of the Defendants on the conditions which will lie for inspection at the offices of the De Klerk, Vermaak & Partners, Overvaal Building, 28 Kruger Avenue, Vereeniging, prior to the sale:

Certain Erf 254, situated in the Township of Bedworth Park, Registration Division IQ, Transvaal, being 47 Cassandra Avenue, Bedworth Park, Vereeniging, measuring 1 995 (one thousand nine hundred and ninety-five) square metres.

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

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

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

Dated at Johannesburg this 16th day of January 1995.

B. W. Webber, for Ramsay, Webber & Co., Plaintiff's Attorneys, Fifth Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/fp/K233.)

Case 22578/94
PH 104

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

In the matter between **The Standard Bank of S.A. Ltd**, Execution Creditor, and **The Trustees for the time being of the Michelle and Bradley Grannum Trust (No. 1447/85)**, Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Sheriff's office, Benoni, on 23 February 1995 at 10:00, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff, Benoni, 49 Kemston Avenue, Benoni, prior to the sale:

Certain Erf 6094, situated in the Township of Benoni Extension 20, Registration Division IR, Transvaal, being 7 Fairbridge Street, Benoni Extension 20, measuring 1 057 (one thousand and fifty-seven) square metres.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: A detached single storey brick built residence with iron roof, comprising kitchen, lounge/dining-room, entrance hall, family room, study, laundry, jacuzzi, separate toilet, three bedrooms, two bathrooms with outbuildings with similar construction comprising of two garages, carport, servant's room, toilet, store-room, flatlet, workshop and swimming-pool.

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

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

Dated at Johannesburg this 16th day of January 1995.

B. W. Webber, for Ramsay, Webber & Co., Plaintiff's Attorneys, Fifth Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/bt/G.198.)

Case 10139/94
PH 104

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **The Standard Bank of SA Ltd**, Execution Creditor, and **Powrie, Gary Vernon**, Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Sheriff's office, Alberton, on 21 February 1995 at 10:00, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff, Alberton, First Floor, Terrace Building, Terrace Street, New Redruth, Alberton, and at the Magistrate's Court, prior to the sale:

Certain Erf 989, situated in the Township of Randhart Extension 1, Registration Division IR, Transvaal, being 31 Elizabeth Eybers Street, Randhart Extension 1, Alberton, measuring 1 824 (one thousand eight hundred and twenty-four) square metres.

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

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

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

Dated at Johannesburg this 16th day of January 1995.

B. W. Webber, for Ramsay, Webber and Company, Plaintiff's Attorneys, Fifth Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/bt/P.228.)

Case 13579/94
PH 104

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **The Standard Bank of SA Ltd**, Execution Creditor, and **Calangas, Nicolas Canakis**, First Execution Debtor, and **Calangas, Karen**, Second Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Sheriff's office, Kempton Park, on 23 February 1995 at 10:00, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff, Kempton Park, 8 Park Street, Kempton Park, prior to the sale:

Certain Holding 268, situated in the Township of Bredell Agricultural Holdings, Registration Division IR, Transvaal, being Plot 268, Ninth Avenue, Bredell Agricultural Holdings, Kempton Park, measuring 1,3920 (one comma three nine two zero) hectares.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: A detached single storey brick built residence with tiled roof, comprising kitchen, lounge/dining-room, entrance hall, three bedrooms, two bathrooms with outbuildings with similar construction comprising garage, toilet, swimming-pool, tennis court. A cottage measuring 100 square metres comprising entrance hall, lounge/dining-room, kitchen, two bedrooms, bathroom.

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

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

Dated at Johannesburg this 16th day of January 1995.

B. W. Webber, for Ramsay, Webber and Company, Plaintiff's Attorneys, Fifth Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/bt/C.211.)

Case 28535/94
PH 104

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **The Standard Bank of SA Ltd**, Execution Creditor, and **Butler, Marcus Brian Jan**, First Execution Debtor, and **Butler, Adele**, Second Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Sheriff's office, Kempton Park, on 23 February 1995 at 10:00, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff, Kempton Park, 8 Park Street, Kempton Park, prior to the sale:

Certain Erf 257, situated in the Township of Terenure Extension 8, Registration Division IR, Transvaal, being 100, Ambrosia Street, Terenure Extension 8, Kempton Park, measuring 1 000 (one thousand) square metres.

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

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

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

Dated at Johannesburg this 16th day of January 1995.

B. W. Webber, for Ramsay, Webber and Company, Plaintiff's Attorneys, Fifth Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/bt/B.347.)

**Case 27517/94
PH 104**

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

In the matter between **The Standard Bank of SA Ltd**, Execution Creditor, and **McCausland Ross Investment Company (Proprietary) Limited**, Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at Ground Floor, Fluor House, 100 Grayston Road, Sandown, on 24 February 1995 at 10:00, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff, Sandton, Ground Floor, Fluor House, 100 Grayston Road, Sandown, prior to the sale:

Certain Erf 234, situated in the Township of Hyde Park Extension 30, Registration Division IR, Transvaal, being 77, Third Road, Hyde Park Extension 30, Sandton, measuring 5 683 (five thousand six hundred and eighty-three) square metres.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: A detached single storey brick built residence with thatched roof, comprising kitchen, lounge/dining-room, family room, study, nine bedrooms, three bathrooms, laundry with outbuildings with similar construction comprising servants' quarters, store-room and double garage and swimming-pool.

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

Auctioneer's charges, payable on the day of sale to be calculated as follows: 5% (five per centum) on the proceeds of the sale up to a price of R20 000 (twenty thousand rand) and thereafter 3% (three per centum) up to a maximum fee of R6 000 (six thousand rand), minimum charges R100 (one hundred rand).

Dated at Johannesburg this 13th day of January 1995.

B. W. Webber, for Ramsay, Webber and Company, Plaintiff's Attorneys, Fifth Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/avb/M557.)

Case 25822/94

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Lightfoot: Martin Peter**, First Defendant, and **Lane: Audrey Louise**, 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 23 February 1995, on Thursday 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 2 of Erf 54, Alan Manor Township, Registration Division IQ, Transvaal, area 1 405 (one thousand four hundred and five) square metres, situation 47 Corfu Avenue, Alan Manor, Johannesburg.

Improvements (not guaranteed): A house under tiled roof consisting of three bedrooms, two bathrooms, kitchen, lounge, dining-room, family room, study, laundry, three garages, swimming-pool, servants' quarters 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, building society or other exceptable guarantee to be furnished within 14 days from the date of sale. Auctioneer's charges are payable on the day of the sale and calculated at 5% (five per cent) on the proceeds of the sale up to a price of R20 000 and thereafter 3% (three per cent), with a maximum fee of R6 000 and a minimum of R100 and all prospective purchasers are required prior to the sale to pay to the Sheriff a registration deposit of R2 000 either in cash or bank-cheque, which deposit will immediately be refunded if no sale results.

Dated at Johannesburg on 13 January 1995.

F. R. J. Jansen, for Janse-Potter, Plaintiff's Attorneys, 25th Floor, Carlton Centre, Commissioner Street, Johannesburg. (Tel. 331-8535.) (Ref. ForeclosuresZ159.)

Case 29751/92

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Maart: Archibald Desmond 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 Supreme Court, 131 Marshall Street, Johannesburg, on Thursday, 23 February 1995 at 10:00, of the undermentioned property of the Defendant on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff of the Supreme Court prior to the sale:

Certain Erf 611, Eldoradopark Township, Registration Division IQ, Transvaal, area 357 (three hundred and fifty-seven) square metres, situation 16 Sirkoon Street, Eldoradopark, Johannesburg.

Improvements (not guaranteed): A house under asbestos roof consisting of two bedrooms, bathroom, kitchen, lounge with precast walls and 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, building society or other acceptable guarantee to be furnished within 14 days from the date of sale. Auctioneer's charges are payable on the day of the sale and calculated at 5% (five per cent) on the proceeds of the sale up to a price of R20 000 and thereafter 3% (three per cent), with a maximum fee of R6 000 and a minimum of R100 and all prospective purchasers are required prior to the sale to pay to the Sheriff a registration deposit of R2 000 either in cash or bank-cheque, which deposit will immediately be refunded if no sale results.

Dated at Johannesburg on 13 January 1995.

F. R. J. Jansen, for Janse-Potter, Plaintiff's Attorneys, 25th Floor, Carlton Centre, Commissioner Street, Johannesburg. (Tel. 331-8535.) (Ref. ForeclosuresZ343.)

Case 10637/94

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Rakwena: Mbulelo Joseph**, 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 23 February 1995, on Thursday 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 410, Oakdene Extension 2 Township, Registration Division IQ, Transvaal, area 1 015 (one thousand and fifteen) square metres, situation 10 Roodeberg Street, Oakdene.

Improvements (not guaranteed): A house under tiled roof consisting of three bedrooms, two and a half bathrooms, kitchen, lounge, dining-room, double garage, swimming-pool, jacuzzi, servants' quarters, toilet 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, building society or other acceptable guarantee to be furnished within 14 days from the date of sale. Auctioneer's charges are payable on the day of the sale and calculated at 5% (five per cent) on the proceeds of the sale up to a price of R20 000 and thereafter 3% (three per cent), with a maximum fee of R6 000 and a minimum of R100 and all prospective purchasers are required prior to the sale to pay to the Sheriff a registration deposit of R2 000 either in cash or bank-cheque, which deposit will immediately be refunded if no sale results.

Dated at Johannesburg on 13 January 1995.

F. R. J. Jansen, for Janse-Potter, Plaintiff's Attorneys, 25th Floor, Carlton Centre, Commissioner Street, Johannesburg. (Tel. 331-8535.) (Ref. ForeclosuresZ201.)

Case 7719/93

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 **Rampanana Ariel Vilakazi**, First Defendant, and **Manana Maria Vilakazi**, Second Defendant

In pursuance of a judgment in the Court for the Magistrate of Boksburg, on 25 August 1994, and writ of execution issued pursuant thereto the property listed hereunder will be sold in execution on 24 February 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 17366, Vosloorus Extension 25 Township, Registration Division IR, Transvaal, situated on 17366 Mokgalo Crescent Vosloorus Extension 25, in the Township of Vosloorus Extension 25, District of Boksburg, measuring 280 (two hundred and eighty) square metres.

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

Building built of brick and tiled roof, residence comprising of lounge, kitchen, three bedroom, bathroom and toilet. Zoned residential.

The conditions of sale:

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

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

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

Hammond Pole & Dixon, Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 917-4631.) (Ref. NG7628/Mrs Kok.)

Case 10326/94

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Louisa Brenda Legwati**, Defendant

On 24 February 1995 at 11:15, the undermentioned property will be sold in execution at the Sheriff's Offices, 182 Leeuwpoot Street, Boksburg:

Certain right of leasehold in respect of Erf 77, Vosloorus Extension 3, Registration Division IR, Transvaal, situated at 77 Vosloorus Extension 3, Boksburg.

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

1. The sale shall be without reserve, and the property shall, subject to the Magistrates' Courts Act, 1944 and the other conditions of sale, be sold voetstoots to the highest bidder.

2. The purchaser shall pay 10% (ten per centum) of the price plus Sheriff's commission on the date of sale and the balance plus interest at the Plaintiff's current lending rates on transfer, to be secured by acceptable guarantees within 14 days of the sale.

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

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

5. No warranty is given in relation to the nature or description of the improvements.

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

Dated at Boksburg on this the 13th day of January 1995.

Tuckers, Permanent Building, Commissioner Street, Boksburg. (Ref. Mrs L. Pinheiro/H01800.)

Case 151/93

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Thandi Elizabeth Ndhlovu**, Defendant

On 24 February 1995 at 11:15, the undermentioned property will be sold in execution at the Sheriff's Offices, 182 Leeuwpoot Street, Boksburg:

Certain right of leasehold in respect of Erf 633, Vosloorus, Registration Division IR, Transvaal, situated at 633 Khalo Street, Vosloorus, Boksburg.

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

1. The sale shall be without reserve, and the property shall, subject to the Magistrates' Courts Act, 1944 and the other conditions of sale, be sold voetstoots to the highest bidder.

2. The purchaser shall pay 10% (ten per centum) of the price plus Sheriff's commission on the date of sale and the balance plus interest at the Plaintiff's current lending rates on transfer, to be secured by acceptable guarantees within 14 days of the sale.

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

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

5. No warranty is given in relation to the nature or description of the improvements.

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

Dated at Boksburg on this the 13th day of January 1995.

Tuckers, Permanent Building, Commissioner Street, Boksburg. (Ref. Mrs L. Pinheiro/H736.)

Saak 6449/94

IN DIE LANDDROSHOF VIR DIE DISTRIK RUSTENBURG GEHOU TE RUSTENBURG

In die saak tussen **ABSA Bank Beperk**, Eksekusieskuldeiser, en **D. W. Fleming**, Eksekusieskuldenaar

Ingevolge uitspraak van bogenoemde Agbare Hof en 'n lasbrief tot eksekusie gedateer 21 Desember 1994, sal hierdie ondervermelde eiendom geregtelik verkoop word op 15 Februarie 1995 om 11:00, voor die Landdroskantoor, Kloppestraat, Rustenburg, aan die persoon wie die hoogste aanbod maak, nl:

Sekere Erf 291, in die dorp Geelhoutpark, Registrasieafdeling JQ, Transvaal, groot 718 (sewehonderd en agtien) vierkante meter, gehou kragtens Akte van Transport T13856/1987, onderhewig aan alsdanige voorwaardes as wat in die gemelde Akte vermeld staan of na verwys word.

Die verkoopvoorwaardes, wat onmiddellik voor die verkoping gelees sal word lê ter insae in die kantoor van die Balju, Smutslaan, Rustenburg. Die belangrikste voorwaardes daarin vervat is die volgende:

Dat die eiendom vir kontant en aan die hoogste bieder verkoop sal word, onderworpe aan die regte van die verbandhouders soos uiteengesit in die verkoopvoorwaardes wat ter insae lê by die kantore van die Balju, Smutslaan, Rustenburg, by die Klerk van die Hof, Rustenburg, en by die Eiser se prokureurs, Breytenbach, Prinsloo & Vennote, Burgerstraat 122, Rustenburg.

Geteken te Rustenburg op hede die 4de dag van Januarie 1995.

Breytenbach, Prinsloo & Vennote, Eerste Verdieping, Sanlamsentrum, Boomstraat, Posbus 75, Rustenburg. (Verw. mnr. Prinsloo/RDV/AC 5.)

Case 6860/93

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

In the matter between **First National Bank**, Plaintiff, and **Jan Johannes Coetzer**, Defendant

In pursuance of a judgment in the Court of the Magistrate of Springs dated 11 October 1993 and a warrant of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 24 February 1995 at 15:00, at the premises of the Sheriff for the Magistrate's Court, 66 Fourth Street, Springs, the highest bidder:

Property: Erf 756, Modder-Oos Extension 1, Springs, Registration Division IR, Transvaal, measuring 1 176 square metres.

Postal address: 22 Laingsberg Road, Eastvale, Springs.

Improvements (but nothing is guaranteed in respect hereof): Brick building with tiled roof, lounge, dining-room, kitchen, three bedrooms, bathroom, toilet and double garage.

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

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

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

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

Dated at Springs on this the 16th day of January 1995.

D. Myburgh, for J. H. van Heerden & Cohen, 88 Eighth Street, P.O. Box 2048, Springs. (Tel. 815-6324/5.) (Ref. Mnr. Myburgh/kj/V00876.)

Case 19453/94
PH 388

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Dorfling: Susan Sharon**, 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, 23 February 1995 at 10:00, of the undermentioned property of the Defendant on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff of the Supreme Court, prior to the sale:

Certain Erf 148, Greymont Township, Registration Division IQ, Transvaal.

Area: 495 (four hundred and ninety-five) square metres.

Situation: 31 11th Street, Greymont Hill.

Improvements (not guaranteed): A house under iron roof consisting of three bedrooms, bathroom, kitchen, lounge, dining-room, store-room, servants' quarters, servant's toilet with precast and 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, building society or other acceptable guarantee to be furnished within 14 days from the date of sale. Auctioneer's charges are payable on the day of the sale and calculated at 5% (five per cent) on the proceeds of the sale up to a price of R20 000 and thereafter 3% (three per cent), with a maximum fee of R6 000 and a minimum of R100 and all prospective purchasers are required prior to the sale to pay to the Sheriff a registration deposit of R2 000 either in cash or bank cheque, which deposit will immediately be refunded if no sale results.

Dated at Johannesburg on this 16th day of January 1995.

F. R. J. Jansen, for Jansen & Potter, Plaintiff's Attorneys, 25th Floor, Carlton Centre, Commissioner Street, Johannesburg. (Tel. 331-8535.) (Ref. Foreclosures286.)

Saak 74923/94

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **ABSA Bank Beperk**, Eiser, en **Hilda Aletta Schader**, Verweerder

'n Eksekusieverkoping word gehou deur die Balju, Wonderboom te Gedeelte 83, De Onderstepoort (net noord van Sasko Meule, ou Warmbadpad), op 17 Februarie 1995 om 11:00, van:

Erf 1640, geleë in die dorpsgebied The Orchards-uitbreiding 11, Registrasieafdeling JR, Transvaal, groot 1 148 vierkante meter, gehou kragtens Akte van Transport T99374/93, beter bekend as Koos Prinsloostraat 61, The Orchards.

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

Verbeterings: 'n Baksteenwoonhuis met teëldak en volvloermatte, bestaande uit 'n sitkamer, eetkamer, kombuis, twee slaapkamers, badkamer met toilet en opwaskamer.

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

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

Saak 14623/94

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

In die saak tussen **Eerste Nasionale Bank Beperk**, Eiser, en **Sidumo: Juda**, Verweerder

Ter uitwinning van 'n vonnis van die Hooggeregshof van Suid-Afrika (Witwatersrandse Plaaslike Afdeling) in bogemelde saak, sal 'n verkoping sonder 'n reserweprys gehou word te die Balju, Leeupoortstraat 182, Boksburg, op 24 Februarie 1995 om 11:15, van die ondervermelde eiendom van die Verweerder wat deur die Venduafslaer gelees sal word ten tye van die verkoping en welke voorwaardes by die kantore van die Balju van die Hooggeregshof van Boksburg, voor die verkoping ter insae sal lê:

Sekere Erf 19415, Vosloorus-uitbreiding 29-dorpsgebied, Boksburg, Registrasieafdeling IR, Transvaal, groot 258 (twee vyf agt) vierkante meter.

Die volgende inligting word verskaf i/s verbeterings, alhoewel geen waarborg in verband daarmee gegee kan word nie: Woonhuis is geplunder. Buitegeboue bestaande uit: Geen.

Terme: 10% (tien persent) van die koopprys in kontant betaal en onmiddellik na afloop van die verkoping, en ten opsigte van die balans betaalbaar teen registrasie van transport, moet 'n bank- of bougenootskap- of ander aanneembare waarborge binne 14 (veertien) dae vanaf datum van verkoping verskaf word. Vendukoste betaalbaar op die dag van verkoping, sal soos volg bereken word: 5% (vyf persent) op die opbrengs van die verkoping tot 'n prys van R20 000 (twintig duisend rand) en daarna 3% (drie persent) tot 'n maksimum bedrag van R6 000 (sesduisend rand) en 'n minimum heffing van R200 (tweehonderd rand).

Gedateer te Johannesburg op hierdie die 12de dag van Januarie 1995.

Van Wyk De Vries, Eiser se Prokureurs, 42ste Verdieping, Carltonsentrum, Johannesburg. (Tel. 331-9128.) (Verw. M. Postma/jf M12860.)

Case 17053/92
PH 212

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

In the matter between the **Trustees for the time being of the De Jong Development Bond Trust**, Plaintiff, and **W. de Jong Property Developments (Pty) Ltd**, Defendant

In the execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, granted on 14 July 1992, a sale without reserve will be held by the Sheriff, Halfway House, on site at 36 Fourth Street, Marlboro, Sandton, on 1 March 1995 at 10:00, of the undermentioned property of the Defendant on the conditions which may be viewed at the offices of the Sheriff for the Supreme Court, Halfway House, 2 Northview, 45 Richards Drive, Halfway House, and which will be read out by the Sheriff on site prior to the sale:

Erf 881, Marlboro Township, Registration Division IR, Transvaal, measuring 991 square metres, held by Deed of Transfer T39646/83, situated at 36 Fourth Street, Marlboro, Sandton.

Improvements: The following improvements are reported to be on the property but nothing is warranted or guaranteed, such improvements consist of: Factory with office space and ablutions.

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

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

Dated at Sandton on this 16th day of January 1995.

Moss-Morris Inc., Plaintiff's Attorneys, 20th Floor, Office Tower, Sandton City, Fifth Street, Sandton; P.O. Box 7066, Johannesburg. (Tel. 884-9367.) (Ref. P. Tindle.)

Case 6363/93

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

In the matter between **The Standard Bank of South Africa Limited**, Plaintiff, and **Fanie Jack Mukase**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Transvaal Provincial Division) in the above-mentioned suit, the following property without a reserve will be sold in execution to the highest bidder, to be held on 23 February 1995 at 10:00, in front of the Magistrate's Court, Ekangala:

Erf 3217, situated in the Township of Ekangala D, in the District of Mkhobola, measuring 201 square metres, held by the Defendant under Deed of Grant 204/91, situated at 3217 Ekangala D.

The following information is furnished, though in this respect nothing is guaranteed: Dwelling-house consisting of two bedrooms, bathroom and toilet, lounge and kitchen. Property is fenced with wire.

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

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

D. J. Fourie, for MacRobert De Villiers Lunnon & Tindall Inc, 348 Standard Bank Centre, 291 Church Street, Pretoria. (Tel. 325-1501.) (Ref. R365413/ss.)

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **Die Beherende Liggaam van Villa Palms Regspersoon**, Eiser, en **Andrew Robert Thomas**, Verweerder

Ten uitvoerlegging van die vonnis toegestaan deur bovermelde Agbare Hof, op 7 Julie 1994 en 'n daaropvolgende lasbrief vir eksekusie, sal die volgende eiendom wat uitwinbaar verklaar is, in eksekusie verkoop word aan die hoogste bieder op 28 Februarie 1995 om 10:00, te Sinodalesentrum, Visagiestraat 234, Pretoria, te wete:

1. (a) *Akteskantoorbeskrywing*: Eenheid 5, geleë te Erf 1360, Sunnyside, Pretoria, van die skema bekend as Villa Palms, Skema SS209/81, groot 69 vierkante meter onder Geregistreerde Titel ST73471/1993.

(b) *Straatadres*: Villa Palmswoonstelle 105, Vosstraat 70, Sunnyside, Pretoria.

(c) Die volgende inligting word verskaf alhoewel geen waarborg in verband daarmee gegee kan word nie: Tweeslaapkamerwoonstel, badkamer, toilet, sit- en eetkamer, kombuis, balkon en gebou met sement en stene.

2. *Verkoopvoorwaardes*:

2.1 Die eiendom sal verkoop word, sonder reserve aan die hoogste bieder en die verkoping sal onderworpe wees aan die bepalings van die Wet op Landdroshof, Wet No. 32 van 1944, soos gewysig, asook die reëls daarkragtens neergelê.

2.2 10% (tien persent) van die koopprijs sal betaalbaar wees in kontant op die dag van die verkoping.

2.3 Die volledige verkoopvoorwaardes lê vir inspeksie ter insae te die Balju, Pretoria-Sentraal, Messcorhuis, Margarethastraat 30, Pretoria, asook te die Landdroshof van Pretoria, Pretoriusstraat, Pretoria, en sal deur die Balju voor die verkoping uitgelees word.

2.4 Die eiendom word verkoop onderworpe aan die terme en voorwaardes soos neergelê in die titelvoorwaardes van die eiendom.

Geteken te Pretoria op hede die 12de dag van Januarie 1995.

E. Y. Stuart, Prokureur vir Eiser, Eerste Verdieping, Edward Chambers, Paul Krugerstraat 336, Pretoria. (Tel. 322-2401.) (Verw. E. Y. Stuart/IPG/5231.)

Saak 13875/94
PH 507

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Witwatersrandse Plaaslike Afdeling)

In die saak tussen **Transnet Beperk**, Eksekusieskuldeiser, en **Ketelo, Hinboy**, Eksekusieskuldenaar

Ingevolge uitspraak van die Hooggeregshof van Suid-Afrika (Witwatersrandse Plaaslike Afdeling) in bogemelde saak, sal 'n verkoping gehou word op 24 Februarie 1995 om 11:15, by die kantore van die Balju, Hooggeregshof, te Leeuwpootstraat 182, Boksburg, van die ondergemelde eiendom:

Sekere Erf 1202, Vosloorus-uitbreiding 2-dorpsgebied, Registrasieafdeling IR, Transvaal, groot 447 (vierhonderd sewe-en-veertig) vierkante meter.

Geleë te Erf 1202, Vosloorus-uitbreiding 2, distrik Boksburg.

Erfbeskrywing: Die volgende inligting word verskaf insake verbeterings, alhoewel geen waarborg in verband daarmee gegee word nie: 'n Drieslaapkamerhuis met teëldak. Die tuin is in 'n redelike toestand sonder 'n heining. Geen buitegeboue is op die perseel nie.

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

Die volle verkoopvoorwaardes mag ondersoek word by die kantoor van die Balju, Hooggeregshof, Leeuwpootstraat 182, Boksburg Leeuwpootstraat 182, Boksburg, of Eiser se Prokureurs, Blakes, Pleinstraat 14, Johannesburg.

Gedateer te Johannesburg op hede hierdie 22ste dag van Desember 1994.

C. W. S. S. Potgieter, vir Blakes, Prokureurs vir Eiser, Pleinstraat 14, Posbus 5315, Johannesburg, 2000. [Tel. (011) 491-5500.] [Faks. (011) 491-5593.] (Verw. S. Potgieter/HVM/PTK009.)

Saak 23034/94
PH 507

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Witwatersrandse Plaaslike Afdeling)

In die saak tussen **Transnet Beperk**, Eksekusieskuldeiser, en **Jacob, Velile Willie**, Eerste Eksekusieskuldenaar, en **Jacob, Elizabeth Sesi**, Tweede Eksekusieskuldenaar

Ingevolge uitspraak van die Hooggeregshof van Suid-Afrika (Witwatersrandse Plaaslike Afdeling) in bogemelde saak, sal 'n verkoping gehou word op 24 Februarie 1995 om 11:15, by die kantore van die Balju, Hooggeregshof, te Leeuwpootstraat 182, Boksburg, van die ondergemelde eiendom:

Sekere Erf 1295, Vosloorus-uitbreiding 2-dorpsgebied, Registrasieafdeling IR, Transvaal, groot 508 (vyfhonderd en agt) vierkante meter.

Geleë te Erf 1295, Vosloorus-uitbreiding 2, distrik Boksburg.

Erfbeskrywing: Die volgende inligting word verskaf insake verbeterings, alhoewel geen waarborg in verband daarmee gegee word nie: 'n Drieslaapkamerhuis met teëldak. Die tuin is in 'n redelike toestand sonder 'n heining. Geen buitegeboue is op die perseel nie.

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

Die volle verkoopvoorwaardes mag ondersoek word by die kantoor van die Balju, Hooggeregshof, Leeuwpootstraat 182, Boksburg, of Eiser se Prokureurs, Blakes, Pleinstraat 14, Johannesburg.

Gedateer te Johannesburg op hede hierdie 22ste dag van Desember 1994.

C. W. S. S. Potgieter, vir Blakes, Prokureurs vir Eiser, Pleinstraat 14, Posbus 5315, Johannesburg, 2000. [Tel. (011) 491-5500.] [Faks. (011) 491-5593.] (Verw. S. Potgieter/HVM/PTJ003.)

Saak 20219/94
PH 507

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Witwatersrandse Plaaslike Afdeling)

In die saak tussen **Transnet Beperk**, Eksekusieskuldeiser, en **Chauke, Gezani Thomas**, Eerste Eksekusieskuldenaar, en **Chauke, Mdjadji Maria**, Tweede Eksekusieskuldenaar

Ingevolge uitspraak van die Hooggeregshof van Suid-Afrika (Witwatersrandse Plaaslike Afdeling) in bogemelde saak, sal 'n verkoping gehou word op 24 Februarie 1995 om 11:15, by die kantore van die Balju, Hooggeregshof, te Leeuwpootstraat 182, Boksburg, van die ondergemelde eiendom:

Sekere Erf 1027, Vosloorus-uitbreiding 2-dorpsgebied, Registrasieafdeling IR, Transvaal, groot 308 (driehonderd en agt) vierkante meter.

Geleë te Erf 1027, Vosloorus-uitbreiding 2, distrik Boksburg.

Erfbeskrywing: Die volgende inligting word verskaf insake verbeterings, alhoewel geen waarborg in verband daarmee gegee word nie: 'n Drieslaapkamerhuis met teëldak. Die tuin is in 'n redelike toestand sonder 'n heining. Geen buitegeboue is op die perseel nie.

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

Die volle verkoopvoorwaardes mag ondersoek word by die kantoor van die Balju, Hooggeregshof, Leeuwpootstraat 182, Boksburg, of Eiser se Prokureurs, Blakes, Pleinstraat 14, Johannesburg.

Gedateer te Johannesburg op hede hierdie 22ste dag van Desember 1994.

C. W. S. S. Potgieter, vir Blakes, Prokureurs vir Eiser, Pleinstraat 14, Posbus 5315, Johannesburg, 2000. [Tel. (011) 491-5500.] [Faks. (011) 491-5593.] (Verw. S. Potgieter/HVM/PTC005.)

Saak 25041/93
PH 507

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Witwatersrandse Plaaslike Afdeling)

In die saak tussen **Transnet Beperk**, Eksekusieskuldeiser, en **Katise, Sandile Kingsley**, Eksekusieskuldenaar

Ingevolge uitspraak van die Hooggeregshof van Suid-Afrika (Witwatersrandse Plaaslike Afdeling) in bogemelde saak, sal 'n verkoping gehou word op 24 Februarie 1995 om 11:15, by die kantore van die Balju, Hooggeregshof, te Leeuwpootstraat 182, Boksburg, van die ondergemelde eiendom:

Sekere Erf 609, Vosloorus-uitbreiding 7-dorpsgebied, Registrasieafdeling IR, Transvaal, groot 253 (tweehonderd drie-en-veertig) vierkante meter.

Geleë te Erf 609, Vosloorus-uitbreiding 7, distrik Boksburg.

Erfbeskrywing: Die volgende inligting word verskaf insake verbeterings, alhoewel geen waarborg in verband daarmee gegee word nie: 'n Tweeslaapkamerhuis met teëldak. Die tuin is in 'n redelike toestand sonder 'n heining. Geen buitegeboue is op die perseel nie.

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

Die volle verkoopvoorwaardes mag ondersoek word by die kantoor van die Balju, Hooggeregshof, Leeuwpootstraat 182, Boksburg, of Eiser se Prokureurs, Blakes, Pleinstraat 14, Johannesburg.

Gedateer te Johannesburg op hede hierdie 22ste dag van Desember 1994.

C. W. S. S. Potgieter, vir Blakes, Prokureurs vir Eiser, Pleinstraat 14, Posbus 5315, Johannesburg, 2000. [Tel. (011) 491-5500.] [Faks. (011) 491-5593.] (Verw. S. Potgieter/HVM/PTK006.)

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

In die saak tussen **Saambou Nasionale Bouvereniging Beperk**, Eksekusie Eiser, en **Marius Myburgh**, Eerste Eksekusie Verweerder, en **Sharon Lynette Myburgh**, Tweede Eksekusie Verweerder

Ingevolge 'n vonnis van die bogenoemde Agbare Hof teen die Verweerder toegestaan op 28 Oktober 1994 en 'n lasbrief vir eksekusie gedateer 29 November 1994, sal die ondervermelde eiendom verkoop word op 23 Februarie 1995 om 10:00, voor die kantore van Marshallstraat 131, Johannesburg, aan die hoogste bieder:

Sekere Erf 1304, Turffontein-dorpsgebied, straatadres Tramwaystraat 138, Turffontein, groot 495 vierkante meter, gehou T28561/91.

Terme en voorwaardes: Die koper sal 10% (tien persent) van die koopprijs met die koop betaal en die balans van die koopprijs binne veertien (14) dae, of sekuriteit deur die bank of bougenootskap verstrek.

Die volledige voorwaardes van verkoop is ter insae by die kantoor van die Balju te Marshallstraat 131, Johannesburg.

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

Kok & Hendrikse, Sewende Verdieping, Nedbank Corner, Jorriensstraat 96, Braamfontein. (Tel. 403-2258.) (Verw. mnr. Du Plessis/wb/S626.)

Case 4296/94

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

In the matter between **Natal Building Society Limited**, Plaintiff, and **Thiki Zablon Kgope**, Defendant

Pursuant to a judgment granted by the above Honourable Court dated 25 July 1994 and a warrant of execution, the undermentioned property will be sold in execution on 22 February 1995 at 11:00, at Magistrate's Court, Harpur Avenue, Benoni, to the highest bidder:

Certain Erf 5812, Etwatwa Extension 3 Township, Registration Division IR, Transvaal, known as Stand 5812, Etwatwa Extension 3, measuring 252 (two hundred and fifty-two) square metres, held under Deed of Transfer TL7004/1990.

Improvements: Brick building under tiled roof consisting of two bedrooms, bathroom, kitchen, lounge and toilet.

Terms and conditions:

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

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

3. The purchaser shall be liable for all outstanding rates and taxes.

4. The complete conditions of sale may be inspected at the office of the Sheriff of the Magistrate's Court, Benoni.

Dated at Springs this 3rd day of January 1995.

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

Case 9123/94

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

In the matter between **The Standard Bank of Bophuthatswana Limited**, Plaintiff, and **Izak Johannes van der Merwe**, First Defendant, and **Evelyn van der Merwe**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Transvaal Provincial Division) in the above-mentioned suit, the following property without a reserve will be sold in execution to the highest bidder, to be held on Friday, 24 February 1995, at 10:00, at 31 13th Avenue, Burgersdorp, Lichtenburg:

Remaining Extent of Erf 853, situated in the Township of Lichtenburg, Registration Division IP, Transvaal, measuring 2 855 (two thousand eight hundred and fifty-five) square metres, held by the Defendants by virtue of Deed of Transfer T74057/93, situated at 31 13th Avenue, Burgersdorp, Lichtenburg.

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

Single storey face brick dwelling-house with tile roof, consisting of an entrance hall, lounge, dining-room, family room, kitchen, laundry, four bedrooms and two bathrooms.

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

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

F. A. Gerber, for MacRobert De Villiers Lunnon & Tindall Inc., 348 Standard Bank Centre, 291 Church Street, Pretoria. (Tel. 325-1501.) (Ref. T. 401292/el.)

Case 25665/94

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

In the matter between **Johannesburg Municipal Pension Fund**, Plaintiff, and **John David Daniel**, and
Wilhelmien Cornelia Johanna Gordon, Defendants

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, Johannesburg West, on 23 February 1995 at 10:00, of the undermentioned property of the Defendants on the conditions read out by the auctioneer at the offices of the Sheriff, 131 Marshall Street, Johannesburg, prior to the sale and which may be inspected at the offices of the Sheriff, prior to the sale, namely:

Erf 1059, Newlands (Johannesburg) Township, Registration Division IQ, Transvaal, in extent 248 square metres, held by Deed of Transfer T5923/1994, situated at 26 Fifth Street, Newlands, Johannesburg.

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

A single storey residence under iron roof, consisting of lounge, dining-room, three bedrooms, bathroom, shower and toilet and kitchen. Servant's room and toilet.

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

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

Signed at Johannesburg on the 5th day of January 1995.

Alec Oshry, Plaintiff's Attorney, Seventh Floor, 66 Smal Street, Johannesburg. (Tel. 337-9563.)

Case 13225/94

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

In the matter between **Federated Timbers (Pty) Limited**, trading as F T Building Supplies Benoni, Plaintiff, and **J. da Silva Marques**, First Defendant, **Steven Maurice Zukowskyj**, Second Defendant, and **Robert Charles Broadhurst**, Third Defendant

In execution of a judgment of the Supreme Court of South Africa (Transvaal Provincial Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court, Kempton Park, at 8 Park Street, Kempton Park, on Thursday, 23 February 1995 at 10:00, of the undermentioned property of the Third Defendant, subject to the conditions of sale which are available for inspection at the offices of the Sheriff of the Supreme Court, Kempton Park, 8 Park Street, Kempton Park:

One undivided half share of Erf 1419, situated in the Township Birchleigh North, Registration Division IR, Transvaal, measuring 992 (nine hundred and ninety-two) square metres.

The property consists of a stand with no improvements although nothing in this respect is guaranteed.

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

Auctioneer's charges are also payable by the purchaser on the day of the sale.

Dated at Pretoria on this the 3rd day of January 1995.

V. Stupel, for Hack Stupel & Ross, Attorneys for Plaintiff, Standard Bank Chambers, Church Square, Pretoria; P.O. Box 2000, Pretoria. (Ref. Mr Stupel/ML VS 6965 BBK.)

Case 31744/94

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Anita de Villiers Estates and Investments CC**, Defendant

Notice is hereby given that on 24 February 1995 at 09:00, the undermentioned property will be sold by public auction at the Magistrate's Court, Kerk Street, Nigel, pursuant to a judgment in this matter granted by the above Honourable Court on 20 December 1994, namely:

Certain Erf 184, Sharon Park, Registration Division IR, Transvaal, situated at 3 Donkin Place, Sharon Park, Nigel.

The following improvements (which are not warranted to be correct) exist on the property: Vacant land.

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

Dated at Nigel on this the 20th day of January 1995.

Tuckers, Second Floor, Permanent Building, 312 Commissioner Street, Boksburg. (Ref. Mrs L. Pinheiro/H01947.)

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Anita de Villiers Estates and Investments CC**, Defendant
Notice is hereby given that on 24 February 1995 at 09:00, the undermentioned property will be sold by public auction at the Magistrate's Court, Kerk Street, Nigel, pursuant to a judgment in this matter granted by the above Honourable Court on 19 December 1994, namely:

Certain: Erf 185, Sharon Park, Registration Division IR, Transvaal, situated at 5 Donkin Place, Sharon Park, Nigel.

The following improvements (which are not warranted to be correct) exist on the property: Vacant stand.

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

Dated at Nigel on this the 20th day of January 1995.

Tuckers, Second Floor, Permanent Building, 312 Commissioner Street, Boksburg. (Ref. Mrs L. Pinheiro/H01949.)

Case 31742/94

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Anita de Villiers Estates and Investments CC**, Defendant
Notice is hereby given that on 24 February 1995 at 09:00, the undermentioned property will be sold by public auction at the Magistrate's Court, Kerk Street, Nigel, pursuant to a judgment in this matter granted by the above Honourable Court, on 19 December 1994, namely:

Certain: Erf 189, Sharon Park, Registration Division IR, Transvaal, situated at 13 Donkin Place, Sharon Park, Nigel.

The following improvements (which are not warranted to be correct) exist on the property: Vacant stand.

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

Dated at Nigel on this the 20th day of January 1995.

Tuckers, Second Floor, Permanent Building, 312 Commissioner Street, Boksburg. (Ref. Mrs L. Pinheiro/H01948.)

Saak 29492/94

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **ABSA Bank Beperk**, Eiser, en **Francois Jacobus Botha**, Eerste Verweerder, en **Gesina Helena Wilhelmina Botha**, Tweede Verweerder

Kennis word hiermee gegee dat ingevolge 'n uitspraak van bogemelde Agbare Hof in bogemelde saak op 6 Junie 1994, en ter uitvoering van 'n lasbrief vir eksekusie, sal die Balju, Pretoria-Suid, op 8 Maart 1995 om 10:00, die ondervermelde eiendom in eksekusie verkoop te Strubenstraat 142, Pretoria, aan die hoogste bieder:

Die eiendom wat aldus te koop aangebied word, staan bekend as Spekhoutstraat 27, Heuweloord-uitbreiding 2, en word omskryf as Erf 1263, Heuweloord-uitbreiding 2, Registrasieafdeling JR, Transvaal, groot 1 275 vierkante meter.

Die eiendom bestaan na bewering, maar sonder waarborg, uit 'n woning van steen onder 'n teëldak, sitkamer, eetkamer, familiekamer, kombuis, drie slaapkamers, badkamer, matte en teëlvloere, dubbel motorafdek en bediendekamer met toilet.

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

Gemelde eiendom sal verkoop word op die voorwaardes wat uitgelees sal word deur die Balju ten tye van die verkoping, welke voorwaardes nagegaan kan word by die kantore van die Balju, Pretoria-Suid, Edenpark, Hoewe 83, hoek van Gerhardtstraat en Weslaan, Verwoerdburg.

Geteken te Pretoria hierdie 19de dag van Januarie 1995.

Couzyn Hertzog & Horak Ing., Praetor Forumgebou, Van der Waltstraat 269, Pretoria. (Tel. 322-8780.) (Verw. mev. Malherbe.)

Saak 189/93

IN DIE LANDDROSHOF VIR DIE DISTRIK BARBERTON GEHOU TE BARBERTON

In die saak tussen **Die Stadsraad van Barberton**, Eiser, en **P. B. Peters** (in sy hoedanigheid as Eksekuteur van die boedel wyle Ada Peters), Verweerder

Ingevolge 'n lasbrief van die Landdros Barberton, sal die volgende eiendom per openbare veiling verkoop word op Vrydag, 3 Maart 1995 om 09:00, by die Landdroskantoor, Barberton:

Erf 8, geleë in die Barberton-dorpsgebied (Asiatiese), Registrasieafdeling JU, Transvaal, groot 1 107 (eenduisend eenhonderd en sewe) vierkante meter, gehou kragtens Akte van Transport T35405/89, ook bekend as Frogerstraat 17, Barberton. Die erf is 'n onverbeterde besigheidserf.

Hierdie erf sal aan die hoogste bieder vir kontant verkoop word onderhewig aan enige verbande, indien enige, asook die voorwaardes uiteengesit in die verkoopvoorwaardes wat by die Balju van die Landdroshof se kantoor vir insae lê.

Geteken te Barberton op hierdie 13de dag van Januarie 1995.

B. van Rensburg, vir Bekker Van Rensburg, Generaalstraat 10; Posbus 253, Barberton, 1300. (Verw. JJVR/LP/RB70/B537.)

Saak 3934/94

IN DIE LANDDROSHOF VIR DIE DISTRIK HOËVELDRIF GEHOU TE EVANDER

In die saak tussen **ABSA Bank Beperk**, handelende as Allied Bank, Eiser, en **Mandla Derrick Dlomo**, Verweerder

In opvolging van 'n vonnis toegestaan in die Landdroshof Evander, en lasbrief vir eksekusie gedateer 22 Desember 1994, sal die eiendom hieronder genoem verkoop word in eksekusie op 22 Februarie 1995 om 12:00, by die Balju se Kantore, Evander, aan die hoogste bieder vir kontant, naamlik:

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

Eiendom: Erf 2386, Embalenhle-uitbreiding 7, Registrasieafdeling IS, Transvaal, groot 345 (driehonderd vyf-en-veertig) vierkante meter, gehou kragtens Sertifikaat van Geregistreerde Huurpag TL35404/90, geleë te Imfezistraat 2386, Embalenhle.

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

Die belangrikste voorwaardes daarin vervat is: Dat die eiendom verkoop sal word aan die hoogste bieder vir kontant.

Gedateer te Secunda op die 13de dag van Januarie 1995.

J. Jacobs, vir Cronje, De Waal & Van der Merwe, Eerste Verdieping, Unitedgebou, Posbus 48, Secunda, 2302. (Verw. Jacobs/emcd/A907.)

Saak 3905/94

IN DIE LANDDROSHOF VIR DIE DISTRIK HOËVELDRIF GEHOU TE EVANDER

In die saak tussen **ABSA Bank Beperk**, handelende as Allied Bank, Eiser, en **Louis Joachim Fouche du Preez**, Eerste Verweerder en **Anna Maria Johanna du Preez**, Tweede Verweerder

In opvolging van 'n vonnis toegestaan in die Landdroshof Evander, en lasbrief vir eksekusie gedateer 19 Desember 1994, sal die eiendom hieronder genoem verkoop word in eksekusie op 22 Februarie 1995 om 12:00, by die Balju se Kantore, Evander, aan die hoogste bieder vir kontant, naamlik:

Eiendomsbeskrywing: Ingangsportaal, sitkamer, eetkamer, kombuis, drie slaapkamers, twee badkamers, bediendekwartiere met toilet, motorhuis, motorafdak en ommuring.

Eiendom: Erf 3429, Secunda-uitbreiding 7, Registrasieafdeling IS, Transvaal, groot 1 160 (eenduisend eenhonderd en sestig) vierkante meter, gehou kragtens Akte van Transport T8712/89, geleë te Sabiestraat 11, Secunda.

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

Die belangrikste voorwaardes daarin vervat is: Dat die eiendom verkoop sal word aan die hoogste bieder vir kontant.

Gedateer te Secunda op die 13de dag van Januarie 1995.

J. Jacobs, vir Cronje, De Waal & Van der Merwe, Eerste Verdieping, Unitedgebou, Posbus 48, Secunda, 2302. (Verw. Jacobs/emcd/A915.)

Saak 1597/94

IN DIE LANDDROSHOF VIR DIE DISTRIK HOËVELDRIF GEHOU TE EVANDER

In die saak tussen **ABSA Bank Beperk**, handelende as Allied Bank, Eiser, en **Isaiah Modise**, Eerste Verweerder en **Paulinah Mamoya Modise**, Tweede Verweerder

In opvolging van 'n vonnis toegestaan in die Landdroshof Evander, en lasbrief vir eksekusie gedateer 29 Junie 1994 sal die eiendom hieronder genoem verkoop word in eksekusie op 22 Februarie 1995 om 12:00, by die Balju se Kantore, Evander, aan die hoogste bieder vir kontant, naamlik:

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

Eiendom: Erf 8806, Embalenhle-uitbreiding 12, Registrasieafdeling IS, Transvaal, groot 274 (tweehonderd vier-en-sewentig) vierkante meter, gehou kragtens Akte van Transport TL58165/1991, geleë te Erf 8806, Embalenhle-uitbreiding 12.

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

Die belangrikste voorwaardes daarin vervat is: Dat die eiendom verkoop sal word aan die hoogste bieder vir kontant.

Gedateer te Secunda op die 13de dag van Januarie 1995.

J. Jacobs, vir Cronje, De Waal & Van der Merwe, Eerste Verdieping, Unitedgebou, Posbus 48, Secunda, 2302. (Verw. Jacobs/emcd/A.628.)

Saak 3903/94

IN DIE LANDDROSHOF VIR DIE DISTRIK HOËVELDRIF GEHOU TE EVANDER

In die saak tussen **ABSA Bank Beperk**, handelende as Allied Bank, Eiser, en **Jan Frederik Herman Antoon Augustin**, Verweerder

In opvolging van 'n vonnis toegestaan in die Landdroshof Evander, en lasbrief vir eksekusie gedateer 22 Desember 1994, sal die eiendom hieronder genoem verkoop word in eksekusie op 22 Februarie 1995 om 12:00, by die Balju se Kantore, Evander, aan die hoogste bieder vir kontant, naamlik:

Eiendomsbeskrywing: Sitkamer, eetkamer, kombuis, drie slaapkamers, een en 'n half badkamer, twee toilette, enkelmotorhuis en betonomheining aan drie kante.

Eiendom: Erf 2792, Secunda-uitbreiding 6, Registrasieafdeling IS, Transvaal, groot 758 (sewehonderd agt-en-vyftig) vierkante meter, gehou kragtens Akte van Transport T41844/89, geleë te Henry Faganstraat 23, Secunda.

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

Die belangrikste voorwaardes daarin vervat is: Dat die eiendom verkoop sal word aan die hoogste bieder vir kontant.

Gedateer te Secunda op die 13de dag van Januarie 1995.

J. Jacobs, vir Cronje, De Waal & Van der Merwe, Eerste Verdieping, Unitedgebou, Posbus 48, Secunda, 2302. (Verw. Jacobs/emcd/A917.)

Case 12400/91

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Dawn Candiotes**, Defendant

A sale in execution of the undermentioned property is to be held at the office of the Sheriff, Pretoria South, 142 Struben Street, Pretoria, on Wednesday, 22 February 1995 at 10:00:

Full conditions of sale can be inspected at the Sheriff, Pretoria South, Edenpark, Plot 83, corner of Gerhard and West Avenues, Lyttelton Agricultural Holdings, Verwoerdburgstad, and will be read out prior to the sale taking place.

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

Property: Erf 1093, situated in the Township of Lyttelton Manor Extension 1, Registration Division JR, Transvaal, measuring 2 959 square metres, also known as 395 Kloof Avenue, Lyttelton Manor.

Improvements: A house: Three bedrooms, kitchen, bathroom, lounge, dining-room, study and garage.

Findlay & Niemeyer Incorporated, Attorneys for Plaintiff, P.O. Box 801, Pretoria. (Tel. 3262-4871.) (Ref. Mr Coetzee eb X333.)

Case 5924/94

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

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

On 24 February 1995 at 11:15, the undermentioned property will be sold in execution at the Sheriff's Offices, 182 Leeuwpoot Street, Boksburg:

Certain right of leasehold in respect of Erf 924, Vosloorus Extension 2, Registration Division IR, Transvaal, situated at 924 Vosloorus Extension 2, Boksburg.

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

1. The sale shall be without reserve, and the property shall, subject to the Magistrates' Courts Act, 1944, and the other conditions of sale, be sold voetstoots to the highest bidder.

2. The purchaser shall pay 10% (ten per cent) of the price plus Sheriff's commission on the date of sale and the balance plus interest at the Plaintiff's current lending rates on transfer, to be secured by acceptable guarantees within 14 days of the sale.

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

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

5. No warranty is given in relation to the nature or description of the improvements.

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

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

Tuckers, Permanent Building, Commissioner Street, Boksburg. (Ref. Mrs L. Pinheiro/H01422.)

Case 11836/93

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Elias Letshwiti**, First Defendant, and **Ntombileze Virginia Letshwiti**, Second Defendant

On 24 February 1995 at 11:15, the undermentioned property will be sold in execution at the Sheriff's Offices, 182 Leeuwpoot Street, Boksburg:

Certain right of leasehold in respect of 3192 Vosloorus, Registration Division IR, Transvaal, situated at 3192 Ndobe Road, Vosloorus, Boksburg.

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

1. The sale shall be without reserve, and the property shall, subject to the Magistrates' Courts Act, 1944, and the other conditions of sale, be sold voetstoots to the highest bidder.

2. The purchaser shall pay 10% (ten per cent) of the price plus Sheriff's commission on the date of sale and the balance plus interest at the Plaintiff's current lending rates on transfer, to be secured by acceptable guarantees within 14 days of the sale.

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

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

5. No warranty is given in relation to the nature or description of the improvements.

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

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

Tuckers, Permanent Building, Commissioner Street, Boksburg. (Ref. Mrs L. Pinheiro/H00985.)

Case 18861/94
PH 104

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

In the matter between **The Standard Bank of S.A. Ltd**, Execution Creditor, and **Mdluli, Nomalanga Patience**,
Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at 131 Marshall Street, Johannesburg, on 23 February 1995 at 10:00, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff, Soweto East, 32 Von Brandis Street, Johannesburg, prior to the sale:

Certain Erf 1627, situated in the Township of Protea Glen Extension 1, Registration Division IQ, Transvaal, being 1627 Protea Glen Extension 1, Johannesburg, measuring 216 (two hundred and sixteen) square metres.

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

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

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

Dated at Johannesburg this 18th day of January 1995.

Ramsay, Webber & Co., Plaintiff's Attorneys, Fifth Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/avb/M893.)

Case 28524/94

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

In the matter between **The Standard Bank of S.A. Ltd**, Execution Creditor, and **Ndlovu, Sphiwe Silence**, First Execution Debtor, and **Mkonga, Esther**, Second Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Sheriff's office, Krugersdorp, on 1 March 1995 at 10:00, of the undermentioned property of the Defendants on the conditions which will lie for inspection at the offices of the Sheriff, Krugersdorp, 22B Klagburn Court, corner of Olckerse and Rissik Streets, Krugersdorp, prior to the sale:

Certain: All right, title and interest in and to the leasehold in respect of Erf 9803, situated in the Township of Kagiso, Registration Division IQ, Transvaal, being 9803 Kagiso, Krugersdorp.

Measuring: 296 (two hundred and ninety-six) square metres.

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

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

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

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

Dated at Johannesburg on this the 18th day of January 1995.

B. W. Webber, for Ramsay, Webber & Co., Fifth Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/fp/N283.)

Case 11790/93
PH 104

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

In the matter between **The Standard Bank of S.A. Ltd**, Execution Creditor, and **Sikhakhane, Sipho Thami Sidney**, Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Sheriff's office, Krugersdorp, on 1 March 1995 at 10:00, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff, Krugersdorp, 22B Klagburn Court, corner of Olckerse and Rissik Streets, Krugersdorp, prior to the sale:

Certain: All right, title and interest in and to the leasehold in respect of Erf 9790, situated in the Township of Kagiso, Registration Division IQ, Transvaal, being 9790 Kagiso, Krugersdorp.

Measuring: 228 (two hundred and twenty-eight) square metres.

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

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

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

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

Dated at Johannesburg on this the 18th day of January 1995.

B. W. Webber, for Ramsay, Webber & Co., Fifth Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/fp/S429.)

Case 23089/94

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

In the matter between **The Standard Bank of South Africa Limited**, Plaintiff, and **Phaladi Abraham Morake**, First Defendant, and **Josephine Tebogo Morake**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Transvaal Provincial Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court, Rustenburg, at the Magistrate's Court, corner of Van Staden and Klopper Streets, Rustenburg, on Friday, 24 February 1995 at 10:30, of the undermentioned property of the Defendants subject to the conditions of sale which are available for inspection at the offices of the Sheriff of the Supreme Court, Rustenburg, at Second Floor, Biblio Plaza, corner of Van Staden and Smit Streets, Rustenburg, and which will be read out prior to the sale:

Erf 2659, situated in the Township of Geelhoutpark Extension 6, Registration Division JQ, Transvaal, measuring 695 (six hundred and ninety-five) square metres, held by virtue of Deed of Transfer T115042/92, known as 40 Maanblom Crescent, Geelhoutpark Extension 6, Rustenburg.

The following information is furnished with regard to improvements on the property although nothing in this respect is guaranteed:

Dwelling-house with tiled roof consisting of lounge, kitchen, two bedrooms and bathroom/toilet.

Dated at Pretoria on this the 20th day of January 1995.

D. Frances, for Hack Stupel & Ross, Attorneys for Plaintiff, Second Floor, Standard Bank Chambers, Church Square, Pretoria. (Tel. (012) 325-4185.) (Ref. D. Frances/JD HA2690.)

Case 18387/94

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

In the matter between **The Standard Bank of South Africa Limited**, Plaintiff, and **Johan Gerhard Nortje**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Transvaal Provincial Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court, Bronkhorstspuit, in front of the Magistrate's Court, Bronkhorstspuit, on Friday, 24 February 1995 at 12:00, of the undermentioned property of the Defendant subject to the conditions of sale which are available for inspection at the offices of the Sheriff of the Supreme Court, Bronkhorstspuit, at 30 Mark Street, Bronkhorstspuit, and which will be read out prior to the sale:

Portion 33 of the farm Firolaz 485, Registration Division JR, Transvaal, measuring 8,5653 (eight comma five six five three) hectare), held by virtue of Deed of Transfer T12221/94, known as 33 Firolaz, farm Firolaz 485 JR, Bronkhorstspuit.

The following information is furnished with regard to improvements on the property although nothing in this respect is guaranteed:

Dwelling-house with iron roof consisting of lounge, family room, kitchen, four bedrooms, two bathrooms/toilets and two store-rooms. Outbuildings consist of two garages and servants' quarter and a borehole and pump.

Dated at Pretoria on this the 20th day of January 1995.

D. Frances, Hack Stupel & Ross, Attorneys for Plaintiff, Second Floor, Standard Bank Chambers, Church Square, Pretoria. [Tel. (012) 325-4185.] (Ref. D Frances/JD HA2632.)

Case 8112/92

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Eliza Chauke**, Defendant

On 24 February 1995 at 11:15, the undermentioned property will be sold in execution at the Sheriff's Offices, 182 Leeuwpoot Street, Boksburg:

Certain right of leasehold in respect of Erf 2365, Vosloorus, Registration Division IR, Transvaal, situated at 2365 Khoza Street, Vosloorus, Boksburg.

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

1. The sale shall be without reserve, and the property shall, subject to the Magistrates' Courts Act, 1944 and the other conditions of sale, be sold voetstoots to the highest bidder.

2. The purchaser shall pay 10% (ten per centum) of the price plus Sheriff's commission on the date of sale and the balance plus interest at the Plaintiff's current lending rates on transfer, to be secured by acceptable guarantees within 14 days of the sale.

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

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

5. No warranty is given in relation to the nature or description of the improvements.

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

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

Tuckers, Permanent Building, Commissioner Street, Boksburg. (Ref. Mrs Pinheiro/H542.)

Saak 13698/94

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

In die saak tussen **ABSA Bank Beperk**, handeldrywende as United Bank, Eksekusieskuldeiser, en **Zola Anderson Mkole**, Eksekusieskuldenaar

Ingevolge uitspraak in die Landdroshof van Kempton Park en 'n lasbrief vir eksekusie gedateer 30 November 1994, die hiernagenoemde eiendom op Donderdag, 23 Februarie 1995 om 10:00, by die Balju se kantore te Parkstraat 8, Kempton Park, verkoop word per publieke veiling aan die hoogste bieder op die voorwaardes wat deur die Afslaer uitgelees sal word net voor die veiling en welke voorwaardes nagegaan kan word te die Balju Kantore, Parkstraat 8, Kempton Park:

Erf 188, Kempton Park-Wes-dorpsgebied, Registrasieafdeling IR, Transvaal, groot 802 vierkante meter, ook bekend as Bartlelaan 23, Kempton Park-Wes, Kempton Park, gehou onder Akte van Transport T27104/94.

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

Verbeterings: Sitkamer, badkamer, toilet, drie slaapkamers motorhuis, kombuis, alles onder 'n sinkdak en omhein met betonmure.

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

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

M. M. Cowley, vir Jacobs Burger & Moodie, Tweede Verdieping, Myrtlegebou, Wesstraat 23, Posbus 75, Kempton Park.
(Tel. 970-1216.) (Verw. mev. Cowley/DE/LU1673.)

Saak 11255/94

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

In die saak tussen **ABSA Bank Beperk**, handeldrywende as United Bank, Eksekusieskuldeiser, en **Hermanus Johannes Fouche**, Eksekusieskuldenaar

Ingevolge uitspraak in die Landdroshof van Kempton Park en 'n lasbrief vir eksekusie gedateer 11 Augustus 1994, die hiernagenoemde eiendom op Donderdag, 23 Februarie 1995 om 10:00, by die Balju se kantore te Parkstraat 8, Kempton Park, verkoop word per publieke veiling aan die hoogste bieder op die voorwaardes wat deur die Afslaer uitgelees sal word net voor die veiling en welke voorwaardes nagegaan kan word te die Balju Kantore, Parkstraat 8, Kempton Park:

Gedeelte 25, soos beskryf in Deeltitel Plan SS 438/1991, in die skema bekend as Glen Marais View, ten opsigte van die grond en gebou of geboue, geleë te Birchleigh-uitbreiding 15-dorpsgebied, Plaaslike Owerheid, Kempton Park, Registrasieafdeling IR, Transvaal, groot 58 vierkante meter, ook bekend as Glen Marais View 25, Tinus de Jonghstraat, Birchleigh-uitbreiding 15, Kempton Park, gehou onder Akte van Transport ST10984/94, asook 'n onverdeelde aandeel in die gemeenskaplike eiendom in die skema toegedeel aan die genoemde deel in ooreenstemming met die deelnemingskwota soos getoon op die genoemde deelplan.

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

Verbeterings: Sitkamer, een en 'n halwe slaapkamer, badkamer, toilet, kombuis, motorhuis, oprit, swembad in kompleks, alles onder 'n teëldak en omhein met betonmure.

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

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

M. M. Cowley, vir Jacobs Burger & Moodie, Tweede Verdieping, Myrtlegebou, Wesstraat 23, Posbus 75, Kempton Park.
(Tel. 970-1216.) (Verw. mev. Cowley/DE/LU1599.)

Saak 1875/94

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

In die saak tussen **Saambou Bank Beperk**, Vonnisskuldeiser, en **Jan Gabriel Scheepers**, Eerste Vonnisskuldenaar, en **Talana Scheepers**, Tweede Vonnisskuldenaar

As gevolg van 'n vonnis van die Landdroshof, Kempton Park, en 'n lasbrief gedateer 3 Junie 1994, sal die volgende eiendom verkoop word in eksekusie op 23 Februarie 1995 om 10:00, by die Balju se kantoor, Parkstraat 8, Kempton Park, nl:

Die Vonnisskuldenaar se reg, titel en aanspraak in en tot Erf 32, Chloorkop-dorpsgebied, geleë te Buffalostraat 6, Chloorkop, grootte 623 vierkante meter.

Verkoopvoorwaardes:

1. Die gesegde eiendom sal verkoop word per openbare veiling sonder voorbehoud en die verkoping sal onderhewig wees aan die bepalings 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 47152/94

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **Die Beherende Liggaam van Aurora Regspersoon**, Eiser, en **Iris Carin Jansen**, Verweerder

Ten uitvoerlegging van die vonnis toegestaan deur bovermelde Agbare Hof op 29 Julie 1994 en 'n daaropvolgende lasbrief vir eksekusie, sal die volgende eiendom wat uitwinbaar verklaar is, in eksekusie verkoop word aan die hoogste bieder op 28 Februarie 1995 om 10:00, te NG Sinodale Sentrum, Visagiestraat 234, Pretoria, te wete:

1. (a) *Akteskantoorbeskrywing*: Eenheid 11, geleë te Erf 1302, van die Skema bekend as Aurora, Skemanommer SS153/83, groot 85 vierkante meter onder geregistreerde Titelnommer ST24363/1994.

(b) *Straatadres*: Aurawoonstelle 15, Pretoriusstraat 680, Arcadia, Pretoria.

(c) Die volgende inligting word verskaf alhoewel geen waarborg in verband daarmee gegee kan word nie: Een en 'n halwe slaapkamerwoonstel, badkamer en toilet, sit- en eetkamer, kombuis, balkon, gebou met sement en stene.

2. *Verkoopvoorwaardes*:

2.1 Die eiendom sal verkoop word, sonder reserwe aan die hoogste bieder en die verkoping sal onderworpe wees aan die bepalings van die Landdroshofwet, Wet No. 32 van 1944, soos gewysig, asook die reëls daarkragtens neergelê.

2.2 10% (tien persent) van die koopprys sal betaalbaar wees in kontant op die dag van die verkoping.

2.3 Die volledige verkoopvoorwaardes lê vir inspeksie ter insae te die Balju, Pretoria-Sentraal, Messcor Huis, Margarethastraat 30, Pretoria, asook te die Landdros, Pretoria, Pretoriusstraat, Pretoria en sal deur die Balju voor die verkoping uitgelees word.

2.4 Die eiendom word verkoop onderworpe aan die terme en voorwaardes soos neergelê in die titelvoorwaardes van die eiendom.

Geteken te Pretoria op hede die 18de dag van Januarie 1995.

A. M. F. Booysen, vir E. Y. Stuart, Prokureurs vir Eiser, Eerste Verdieping, Edward Chambers, Paul Krugerstraat 336, Pretoria. (Tel. 322-2401.) (Verwys: M. Booysen/tpg/5552.)

Saak 35756/92

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **NBS Bank Beperk**, Eiser, en **M. J. Thabethe**, Verweerder

Ingevolge 'n vonnis toegestaan in die Landdroshof en 'n lasbrief vir eksekusie gedateer 2 Julie 1992, uitgereik deur bogemelde Agbare Hof, sal die volgende eiendom verkoop word deur die Balju van die Landdroshof, Wonderboom te Gedeelte 83, De Ondersteopoot (net noord van Sasko Meule), Ou Warmbadpad, Bon Accord, aan die hoogste bieder op 24 Februarie 1995 om 11:00:

Perseel 536, Blok AA, Soshanguve, Registrasieafdeling JR, Transvaal, groot 570 (vyfhonderd en sewentig) vierkante meter, beter bekend as Perseel 536, Blok AA, Soshanguve.

Voorwaardes van verkoping:

1. Die eiendom sal aan die hoogste bieder verkoop word en die koop sal onderworpe wees aan die terme en voorwaardes van die Landdroshofwet en reëls daaronder geproklameer en van die terme van die titelaktes in sover dit van toepassing mag wees.

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

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

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

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

S. E. du Plessis, vir Van der Merwe Du Toit & Fuchs, Prokureurs vir Eksekusieskuldeiser, 14de Verdieping, Sanlamsentrum, Andriesstraat 252, Pretoria. (Verw. mev. Engels/JR28030.)

Case 13225/94

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

In the matter between **Federated Timbers (Pty) Limited**, trading as FT Bulding Supplies Benoni, Plaintiff, and **J. da Silva Marques**, First Defendant, **S. M. Zukowskyj**, Second Defendant, and **Robert Charles Broadhurst**, Third Defendant

A sale in execution of the undermentioned property is to be held at 9 Elna Randhof, corner of Selkirk and Blairgowrie Drive, Blairgowrie, Randburg, on 28 February 1995 at 10:00.

Full conditions of sale can be inspected at the office of the Sheriff of the Supreme Court, 9 Elna Randhof, Selkirk and Blairgowrie Drives, Blairgowrie, Randburg, and will also be read out by the Sheriff, prior to the sale in execution.

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

Property: One undivided half share of Portion 1 of Erf 1297, situated in the Township of Ferndale, Registration Division IQ, Transvaal, measuring 1 500 (one thousand five hundred) square metres, held under Deed of Transfer T19984/1994.

Improvements: Kitchen, lounge, dining-room, three bedrooms, three bathrooms, study, office, double garage, square metres and bathroom, fully walled, paved driveway and tiled roof.

Dated at Pretoria on this the 13th day of January 1995.

V. Stupel, for Hack Stupel & Ross, Attorneys for Plaintiff, Standard Bank Chambers, Pretoria; P.O. Box 2000, Pretoria. (Tel. 325-4185.) (Ref. Mr Stupel/ML VS 6965 BBR.)

Case 8607/90

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

In the matter between **Nedperm Bank Limited**, Plaintiff, and **Tagi Peggy Mtshali**, First Defendant, and **Saki Sarah Nguza**, Second Defendant

On 24 February 1995 at 11:15, the undermentioned property will be sold in execution at the Sheriff's Offices, 182 Leeuwpoot Street, Boksburg:

Certain right of leasehold in respect of Erf 1199, Vosloorus Extension 1, Registration Division IR, Transvaal, situated at 1199 Vosloorus Extension 1, Boksburg.

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

1. The sale shall be without reserve, and the property shall, subject to the Magistrates' Courts Act, 1944 and the other conditions of sale, be sold voetstoots to the highest bidder.

2. The purchaser shall pay 10% (ten per centum) of the price plus Sheriff's commission on the date of sale and the balance plus interest at the Plaintiff's current lending rates on transfer, to be secured by acceptable guarantees within 14 days of the sale.

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

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

5. No warranty is given in relation to the nature or description of the improvements.

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

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

Tuckers, Permanent Building, Commissioner Street, Boksburg. (Ref. Mrs Pinheiro/H1467.)

Case 9174/94

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **John Mxadana**, First Defendant, and **Martina Maureen Mxadana**, Second Defendant

On 24 February 1995 at 11:15, the undermentioned property will be sold in execution at the Sheriff's Offices, 182 Leeuwpoot Street, Boksburg:

Certain right of leasehold in respect of Erf 17142, Vosloorus Extension 25, Registration Division IR, Transvaal, situated at 17142 Vosloorus Extension 25, Boksburg.

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

1. The sale shall be without reserve, and the property shall, subject to the Magistrates' Courts Act, 1944 and the other conditions of sale, be sold voetstoots to the highest bidder.

2. The purchaser shall pay 10% (ten per centum) of the price plus Sheriff's commission on the date of sale and the balance plus interest at the Plaintiff's current lending rates on transfer, to be secured by acceptable guarantees within 14 days of the sale.

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

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

5. No warranty is given in relation to the nature or description of the improvements.

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

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

Tuckers, Permanent Building, Commissioner Street, Boksburg. (Ref. Mrs L. Pinheiro/H01680.)

Case 31070/94

IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)In the matter between **Nedcor Bank Limited**, Plaintiff, and **Deon Cyfert**, Defendant

Notice is hereby given that on 24 February 1995 at 09:00, the undermentioned property will be sold by public auction at the Magistrate's Court, Kerk Street, Nigel, pursuant to a judgment in this matter granted by the above Honourable Court, on 12 December 1994, namely:

Certain Portion 1 of Erf 822, Dunnottar, Registration Division IR, Transvaal, situated at 72 Williamson Road, Dunnottar, Nigel.

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

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

Dated at Nigel on this the 17th day of January 1995.

Tuckers, Second Floor, Permanent Building, 312 Commissioner Street, Boksburg. (Ref. Mrs L. Pinheiro/H01933.)

Case 5565/93

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Mshoniseni Mfanizana Buthelezi**, First Defendant, and **Maria Duduzile Buthelezi**, Second Defendant

On 24 February 1995 at 11:15, the undermentioned property will be sold in execution at the Sheriff's Offices, 182 Leeuwpoot Street, Boksburg:

Certain right of leasehold in respect of Erf 18190, Vosloorus Extension 25, Registration Division IR, Transvaal, situated at 18190 Vosloorus Extension 25, Boksburg.

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

1. The sale shall be without reserve, and the property shall, subject to the Magistrates' Courts Act, 1944 and the other conditions of sale, be sold voetstoots to the highest bidder.

2. The purchaser shall pay 10% (ten per centum) of the price plus Sheriff's commission on the date of sale and the balance plus interest at the Plaintiff's current lending rates on transfer, to be secured by acceptable guarantees within 14 days of the sale.

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

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

5. No warranty is given in relation to the nature or description of the improvements.

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

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

Tuckers, Permanent Building, Commissioner Street, Boksburg. (Ref. Mrs L. Pinheiro/H00159.)

Case 11078/94

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Lucas Mnguni**, Defendant

On 24 February 1995 at 11:15, the undermentioned property will be sold in execution at the Sheriff's Offices, 182 Leeuwpoot Street, Boksburg:

Certain right of leasehold in respect of Erf 68, Vosloorus Extension 8, Registration Division IR, Transvaal, situated at 68 Vosloorus Extension 8, Boksburg.

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

1. The sale shall be without reserve, and the property shall, subject to the Magistrates' Courts Act, 1944 and the other conditions of sale, be sold voetstoots to the highest bidder.

2. The purchaser shall pay 10% (ten per centum) of the price plus Sheriff's commission on the date of sale and the balance plus interest at the Plaintiff's current lending rates on transfer, to be secured by acceptable guarantees within 14 days of the sale.

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

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

5. No warranty is given in relation to the nature or description of the improvements.

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

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

Tuckers, Permanent Building, Commissioner Street, Boksburg. (Ref. Mrs L. Pinheiro/H01896.)

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Nombowane Living Mashabane**, First Defendant, and **Salphy Thembile Mashabane**, Second Defendant

On 24 February 1995 at 11:15, the undermentioned property will be sold in execution at the Sheriff's Offices, 182 Leeuwpoot Street, Boksburg:

Certain right of leasehold in respect of Erf 3419, Vosloorus, Registration Division IR, Transvaal, situated at 3419 Mazibuko Street, Vosloorus, Boksburg.

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

1. The sale shall be without reserve, and the property shall, subject to the Magistrates' Courts Act, 1944 and the other conditions of sale, be sold voetstoots to the highest bidder.

2. The purchaser shall pay 10% (ten per centum) of the price plus Sheriff's commission on the date of sale and the balance plus interest at the Plaintiff's current lending rates on transfer, to be secured by acceptable guarantees within 14 days of the sale.

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

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

5. No warranty is given in relation to the nature or description of the improvements.

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

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

Tuckers, Permanent Building, Commissioner Street, Boksburg. (Ref. Mrs L. Pinheiro/H01641.)

Case 8732/94

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Priscilla Ntombela**, First Defendant, and **Mzamani Ben Mbokata**, Second Defendant

On 24 February 1995 at 11:15, the undermentioned property will be sold in execution at the Sheriff's Offices, 182 Leeuwpoot Street, Boksburg:

Certain right of leasehold in respect of Erf 18344, Vosloorus Extension 25, Registration Division IR, Transvaal, situated at 18344 Vosloorus Extension 25, Boksburg.

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

1. The sale shall be without reserve, and the property shall, subject to the Magistrates' Courts Act, 1944 and the other conditions of sale, be sold voetstoots to the highest bidder.

2. The purchaser shall pay 10% (ten per centum) of the price plus Sheriff's commission on the date of sale and the balance plus interest at the Plaintiff's current lending rates on transfer, to be secured by acceptable guarantees within 14 days of the sale.

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

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

5. No warranty is given in relation to the nature or description of the improvements.

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

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

Tuckers, Permanent Building, Commissioner Street, Boksburg. (Ref. Mrs L. Pinheiro/H01643.)

Case 11071/94

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Lwazi C. Nyamakazi N.O.**, Defendant

On 24 February 1995 at 11:15, the undermentioned property will be sold in execution at the Sheriff's Offices, 182 Leeuwpoot Street, Boksburg:

Certain right of leasehold in respect of Erf 4440, Vosloorus, Registration Division IR, Transvaal, situated at 4440 Zekwa Road Vosloorus, Boksburg.

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

1. The sale shall be without reserve, and the property shall, subject to the Magistrates' Courts Act, 1944 and the other conditions of sale, be sold voetstoots to the highest bidder.

2. The purchaser shall pay 10% (ten per centum) of the price plus Sheriff's commission on the date of sale and the balance plus interest at the Plaintiff's current lending rates on transfer, to be secured by acceptable guarantees within 14 days of the sale.

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

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

5. No warranty is given in relation to the nature or description of the improvements.

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

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

Tuckers, Permanent Building, Commissioner Street, Boksburg. (Ref. Mrs L. Pinheiro/H01874.)

Case 11059/94

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

In the matter between **Nedperm Bank Limited**, Plaintiff, and **Sello Ella Motsei**, First Defendant, and **Papali Rebecca Motsei**, Second Defendant

On 24 February 1995 at 11:15, the undermentioned property will be sold in execution at the Sheriff's Offices, 182 Leeuwpoot Street, Boksburg:

Certain right of leasehold in respect of Erf 17176, Vosloorus Extension 25, Registration Division IR, Transvaal, situated at 17176 Vosloorus Extension 25, Boksburg.

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

1. The sale shall be without reserve, and the property shall, subject to the Magistrates' Courts Act, 1944 and the other conditions of sale, be sold voetstoots to the highest bidder.

2. The purchaser shall pay 10% (ten per centum) of the price plus Sheriff's commission on the date of sale and the balance plus interest at the Plaintiff's current lending rates on transfer, to be secured by acceptable guarantees within 14 days of the sale.

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

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

5. No warranty is given in relation to the nature or description of the improvements.

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

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

Tuckers, Permanent Building, Commissioner Street, Boksburg. (Ref. Mrs L. Pinheiro/H1852.)

Case 11066/94

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Lucas Bethuel Ntama**, First Defendant, **Hazel Thandi Ntama**, Second Defendant, and **Thabo Solomon Mofokeng**, Third Defendant

On 24 February 1995 at 11:15, the undermentioned property will be sold in execution at the Sheriff's Offices, 182 Leeuwpoot Street, Boksburg:

Certain right of leasehold in respect of Erf 3552, Vosloorus, Registration Division IR, Transvaal, situated at 3552 Nyushengo Street, Vosloorus, Boksburg.

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

1. The sale shall be without reserve, and the property shall, subject to the Magistrates' Courts Act, 1944 and the other conditions of sale, be sold voetstoots to the highest bidder.

2. The purchaser shall pay 10% (ten per centum) of the price plus Sheriff's commission on the date of sale and the balance plus interest at the Plaintiff's current lending rates on transfer, to be secured by acceptable guarantees within 14 days of the sale.

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

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

5. No warranty is given in relation to the nature or description of the improvements.

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

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

Tuckers, Permanent Building, Commissioner Street, Boksburg. (Ref. Mrs L. Pinheiro/H01872.)

Case 836/94

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Johannes Muzongaka Sithole**, First Defendant, and **Edith Thandeka Ngwenya**, Second Defendant

On 24 February 1995 at 11:15, the undermentioned property will be sold in execution at the Sheriff's Offices, 182 Leeuwpoot Street, Boksburg:

Certain right of leasehold in respect of Erf 20509, Vosloorus Extension 30, Registration Division IR, Transvaal, situated at 20509 Vosloorus Extension 30, Boksburg.

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

1. The sale shall be without reserve, and the property shall, subject to the Magistrates' Courts Act, 1944 and the other conditions of sale, be sold voetstoots to the highest bidder.

2. The purchaser shall pay 10% (ten per centum) of the price plus Sheriff's commission on the date of sale and the balance plus interest at the Plaintiff's current lending rates on transfer, to be secured by acceptable guarantees within 14 days of the sale.

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

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

5. No warranty is given in relation to the nature or description of the improvements.

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

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

Tuckers, Permanent Building, Commissioner Street, Boksburg. (Ref. Mrs L. Pinheiro/H01269.)

Case 26255/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Sonny Genus Pillay**, First Defendant, and **Sorojini Pillay**, Second Defendant

Notice is hereby given that on 24 February 1995 at 09:00, the undermentioned property will be sold by public auction at the Magistrate's Court, Kerk Street, Nigel, pursuant to a judgment in this matter granted by the above Honourable Court, on 1 November 1994, namely:

Certain Erf 93, Mackenzieville, Registration Division IR, Transvaal, situated at 15 Nana Street, Mackenzieville, Nigel.

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

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

Dated at Nigel on this the 17th day of January 1995.

Tuckers, Second Floor, Permanent Building, 312 Commissioner Street, Boksburg. (Ref. Mrs L. Pinheiro/H01787.)

Case 11229/94

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Belleminah Kama N.O.**, First Defendant, and **Belleminah Kama**, Second Defendant

On 24 February 1995 at 11:15, the undermentioned property will be sold in execution at the Sheriff's Offices, 182 Leeuwpoot Street, Boksburg:

Certain right of leasehold in respect of Erf 889, Vosloorus, Registration Division IR, Transvaal, situated at 889 Khubeka Street, Vosloorus, Boksburg.

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

1. The sale shall be without reserve, and the property shall, subject to the Magistrates' Courts Act, 1944 and the other conditions of sale, be sold voetstoots to the highest bidder.

2. The purchaser shall pay 10% (ten per centum) of the price plus Sheriff's commission on the date of sale and the balance plus interest at the Plaintiff's current lending rates on transfer, to be secured by acceptable guarantees within 14 days of the sale.

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

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

5. No warranty is given in relation to the nature or description of the improvements.

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

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

Tuckers, Permanent Building, Commissioner Street, Boksburg. (Ref. Mrs L. Pinheiro/H00466.)

Case 12719/92

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Robert Matsobane Tshweni**, First Defendant, and
Kgomotlokwa Alina Tshweni, Second Defendant

On 24 February 1995 at 11:15, the undermentioned property will be sold in execution at the Sheriff's Offices, 182 Leeuwpoot Street, Boksburg:

Certain right of leasehold in respect of Erf 3295, Vosloorus, Registration Division IR, Transvaal, situated at 3295 Ndwandwe Street, Vosloorus, Boksburg:

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

1. The sale shall be without reserve, and the property shall, subject to the Magistrates' Courts Act, 1944 and the other conditions of sale, be sold voetstoots to the highest bidder.

2. The purchaser shall pay 10% (ten per centum) of the price plus Sheriff's commission on the date of sale and the balance plus interest at the Plaintiff's current lending rates on transfer, to be secured by acceptable guarantees within 14 days of the sale.

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

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

5. No warranty is given in relation to the nature or description of the improvements.

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

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

Tuckers, Permanent Building, Commissioner Street, Boksburg. (Ref. Mrs L. Pinheiro/H722.)

Case 8984/92

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Nkobo Regina Lefela**, Defendant

On 24 February 1995 at 11:15, the undermentioned property will be sold in execution at the Sheriff's Offices, 182 Leeuwpoot Street, Boksburg:

Certain right of leasehold in respect of Erf 2578, Vosloorus, Registration Division IR, Transvaal, situated at 2578 Mathabela Street, Vosloorus, Boksburg.

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

1. The sale shall be without reserve, and the property shall, subject to the Magistrates' Courts Act, 1944 and the other conditions of sale, be sold voetstoots to the highest bidder.

2. The purchaser shall pay 10% (ten per centum) of the price plus Sheriff's commission on the date of sale and the balance plus interest at the Plaintiff's current lending rates on transfer, to be secured by acceptable guarantees within 14 days of the sale.

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

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

5. No warranty is given in relation to the nature or description of the improvements.

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

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

Tuckers, Permanent Building, Commissioner Street, Boksburg. (Ref. Mrs Pinheiro/H576.)

Case 11874/94

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Nontsizi Minah Witbooi**, Defendant

On 24 February 1995 at 11:15, the undermentioned property will be sold in execution at the Sheriff's Offices, 182 Leeuwpoot Street, Boksburg:

Certain: Right of leasehold in respect of Erf 18041, Vosloorus Extension 25, Registration Division IR, Transvaal, situated at 18041 Vosloorus Extension 25, Boksburg.

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

1. The sale shall be without reserve, and the property shall, subject to the Magistrates' Courts Act, 1944, and the other conditions of sale, be sold voetstoots to the highest bidder.

2. The purchaser shall pay 10% (ten per cent) of the price plus Sheriff's commission on the date of sale and the balance plus interest at the Plaintiff's current lending rates on transfer, to be secured by acceptable guarantees within 14 days of the sale.

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

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

5. No warranty is given in relation to the nature or description of the improvements.

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

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

Tuckers, Permanent Building, Commissioner Street, Boksburg. (Ref. Mrs L. Pinheiro/H01938.)

Case 1844/92**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF BOKSBURG HELD AT BOKSBURG**

In the matter between **Nedperm Bank Limited**, Plaintiff, and **Ndabakayise David Maseko**, First Defendant, and **Patience Nomfesane Maseko**, Second Defendant

On 24 February 1995 at 11:15, the undermentioned property will be sold in execution at the Sheriff's Offices, 182 Leeuwpoot Street, Boksburg:

Certain: Right of leasehold in respect of Erf 89, Vosloorus Extension 7, Registration Division IR, Transvaal, situated at 89 Vosloorus Extension 7, Boksburg.

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

1. The sale shall be without reserve, and the property shall, subject to the Magistrates' Courts Act, 1944, and the other conditions of sale, be sold voetstoots to the highest bidder.

2. The purchaser shall pay 10% (ten per cent) of the price plus Sheriff's commission on the date of sale and the balance plus interest at the Plaintiff's current lending rates on transfer, to be secured by acceptable guarantees within 14 days of the sale.

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

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

5. No warranty is given in relation to the nature or description of the improvements.

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

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

Tuckers, Permanent Building, Commissioner Street, Boksburg. (Ref. Mrs Pinheiro/H310.)

Case 10178/94**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF BOKSBURG HELD AT BOKSBURG**

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Khotso Lucas Maphala**, First Defendant, **Nozinyanga Molly Linah Maphala**, Second Defendant, and **Valentine Prudence Simangele Duma**, Third Defendant

On 24 February 1995 at 11:15, the undermentioned property will be sold in execution at the Sheriff's Offices, 182 Leeuwpoot Street, Boksburg:

Certain: Right of leasehold in respect of Erf 18301, Vosloorus Extension 25, Registration Division IR, Transvaal, situated at 18301 Vosloorus Extension 25, Boksburg.

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

1. The sale shall be without reserve, and the property shall, subject to the Magistrates' Courts Act, 1944, and the other conditions of sale, be sold voetstoots to the highest bidder.

2. The purchaser shall pay 10% (ten per cent) of the price plus Sheriff's commission on the date of sale and the balance plus interest at the Plaintiff's current lending rates on transfer, to be secured by acceptable guarantees within 14 days of the sale.

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

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

5. No warranty is given in relation to the nature or description of the improvements.

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

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

Tuckers, Permanent Building, Commissioner Street, Boksburg. (Ref. Mrs L. Pinheiro/H01796.)

Case 25012/94
PH 104IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)

In the matter between **The Standard Bank of S.A. Ltd**, Execution Creditor, and **Mnyathaza, Angelina**, First Execution Debtor, **Myataza, Cynthia Gladys Mvulaza**, Second Execution Debtor, and **Myathaza, Siphio Johannes**, Third Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at 131 Marshall Street, Johannesburg, on 23 February 1995 at 10:00, of the undermentioned property of the Defendants on the conditions which will lie for inspection at the offices of the Sheriff, Soweto West, 32 Von Brandis Street, Johannesburg, prior to the sale:

Certain Erf 2411, situated in the Township of Protea Glen Extension 1, Registration Division IQ, Transvaal, being 2411 Protea Glen Extension 1, Soweto, measuring 264 (two hundred and sixty-four) square metres.

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

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

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

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

Ramsay, Webber & Co., Plaintiff's Attorneys, Fifth Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/avb/M932.)

Case 25962/94
PH 104IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)

In the matter between **The Standard Bank of S.A. Ltd**, Execution Creditor, and **Van der Walt, Steven**, Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at 131 Marshall Street, Johannesburg, on 23 February 1995 at 10:00, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff, Johannesburg South, 100 Sheffield Street, Turffontein, Johannesburg, prior to the sale:

Certain Portion 20 of Erf 719, situated in the Township of Elandspark, Registration Division IR, Transvaal, being 21 Pauline Smith Crescent, Elandspark, Johannesburg, measuring 614 (six hundred and fourteen) square metres.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: A detached single storey brick built residence with tiled roof, comprising kitchen, lounge/dining-room, study, separate toilet and shower, three bedrooms, bathroom with outbuildings with similar construction comprising swimming-pool.

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

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

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

B. W. Webber, for Ramsay, Webber & Co., Plaintiff's Attorneys, Fifth Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/bt/VA.312.)

Saak 891/92

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

In die saak tussen **Die Standard Bank van Suid-Afrika Beperk**, Eiser, en **Dingaan Fusi Aaron Tshabalala**, Eerste Verweerder, **Mantoa Yvonne Tshabalala**, Tweede Verweerder, en **Phahlane Elisha Tshabalala**, Derde Verweerder

Ten uitvoerlegging van 'n vonnis in die bogemelde Agbare Hof en 'n lasbrief vir eksekusie word die volgende eiendom in eksekusie verkoop op Woensdag, 22 Februarie 1995 om 10:00, deur die Balju vir die Hooggeregshof, Klerksdorp, gehou by die kantore van die Balju, Klerksdorp, Teaklaan 11, Klerkindustria, Klerksdorp, aan die hoogste bieder:

Alle reg, titel en belang in die huurpag ten opsigte van Erf 148, Jouberton-uitbreiding 6, Registrasieafdeling IP, Transvaal, groot 375 (driehonderd vyf-en-sewentig) vierkante meter, soos gewys op Algemene Plan L41/1987, gehou kragtens Geregi-streerde Toestemming tot Huurpag TL78037/88, onderhewig aan sodanige voorwaardes as wat in voornoemde akte vermeld staan of na verwys word.

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

Straatadres: Huis 148, Jouberton-uitbreiding 6.

Verbeteringe: Woonhuis met teëldak en mat en novilonvloerbedekking bestaande uit sitkamer, eetkamer, kombuis, twee slaapkamers, badkamer en toilet en draadomheining.

Reserweprys: Die eiendom word verkoop sonder reserwe.

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

Voorwaardes: Die volle voorwaardes van verkoping wat deur die Balju van die Hooggeregshof van Klerksdorp onmiddellik voor die verkoping uitgelees sal word, sal ter insae lê by die kantore van die Balju vir die Hooggeregshof, Klerksdorp, Teaklaan 11, Klerkindustria, Klerksdorp.

Geteken te Pretoria op die 16de dag van Januarie 1995.

F. M. Nel, vir Truter & Wessels, Prokureurs vir Eiser, Vyfde Verdieping, De Kleine Admiraal, Andriesstraat 76, Pretoria. (Verw. Nel/SA 31/RE.)

Saak 14778/93

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

In die saak tussen **Die Standard Bank van Suid-Afrika Beperk**, Eiser, en **Sipho Leonard Mathabela**, Verweerder

Ten uitvoerlegging van 'n vonnis in die bogemelde Agbare Hof en 'n lasbrief vir eksekusie word die volgende eiendom in eksekusie verkoop op Donderdag, 23 Februarie 1995 om 10:00, deur die Balju vir die Hooggeregshof, Ekangala, gehou by die Landdroskantore, Ekangala, aan die hoogste bieder:

Erf 3729 D, Ekangala, in die distrik Ekangala, groot 412 (vierhonderd en twaalf) vierkante meter, gehou kragtens Akte van Grondbrief 340/1992, onderhewig aan die voorwaardes daarin vervat.

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

Straatadres: Huis 3729, Ekangala D.

Verbeteringe: Kompleet huis met steenomheining en platdak bestaande uit sinkdakplate.

Reserweprys: Die eiendom word verkoop sonder reserwe.

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

Voorwaardes: Die volle voorwaardes van verkoping wat deur die Balju van die Hooggeregshof van Ekangala, onmiddellik voor die verkoping uitgelees sal word, sal ter insae lê by die kantore van die Balju vir die Hooggeregshof, Ekangala, Klipstraat 4, Groblersdal.

Geteken te Pretoria op die 9de dag van Desember 1994.

F. M. Nel, vir Truter & Wessels, Prokureurs vir Eiser, Vyfde Verdieping, De Kleine Admiraal, Andriesstraat 76, Pretoria. (Verw. Nel/S496/RE.)

Saak 10895/92

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

In die saak tussen **Die Standard Bank van Suid-Afrika Beperk**, Eiser, en **Marambane William Mokwena**, Eerste Verweerder, en **Morakane Johanna Mokwena**, Tweede Verweerder

Ten uitvoerlegging van 'n vonnis in die bogemelde Agbare Hof en 'n lasbrief vir eksekusie word die volgende eiendom in eksekusie verkoop op Vrydag, 24 Februarie 1995 om 11:00, deur die Balju van die Hooggeregshof, Wonderboom, gehou by die kantoor van die Balju, Wonderboom, Gedeelte 83, De Onderstepoort, ou Warmbadpad, Bon Accord (net noord van Sasko Meule), aan die hoogste bieder verkoop:

Alle reg, titel en belang in die huurpag ten opsigte van Erf 12628, dorpsgebied Mamalodi, Registrasieafdeling JR, Transvaal, groot 275 (tweehonderd vyf-en-sewentig) vierkante meter, gehou kragtens Sertifikaat van Reg van Huurpag TL51845/91, onderhewig aan die voorwaardes daarin vervat.

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

Straatadres: Huis 12628, Mamelodi.

Verbeteringe: Woonhuis bestaande uit sitkamer, kombuis, twee slaapkamers, badkamer, toilet, motorhuis en buitekamer.

Reserweprys: Die eiendom word verkoop sonder reserwe.

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

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

Geteken te Pretoria op hierdie 9de dag van Januarie 1995.

F. M. Nel, vir Truter & Wessels, Prokureur vir Eiser, Vyfde Verdieping, De Kleine Admiraal, Pretoria. (Verw. Nel/SA 40/RE.)

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

In the matter between **First National Bank of Southern Africa Limited**, Judgment Creditor, and **Thomas Dube**, Judgment Debtor

In pursuance of a judgment granted in the Magistrate's Court and a warrant of execution dated 25 October 1994 issued by the Court at Johannesburg, the following property will be sold in execution by the Sheriff of the Court, at 131 Marshall Street, Johannesburg, to the highest bidder on 23 February 1995 at 10:00:

Certain Erf 2601, Protea Glen Extension 2, Township, Registration Division IQ, Transvaal, situated in the Township of Soweto, Johannesburg, measuring 276 square metres, held under Certificate of Ownership TE59224/1992, known as 2601 Protea Glen, Soweto.

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 Magistrate's Court and the rules made thereunder and of the title deeds, in so far as these are applicable.

2. The following improvements on the property is reported but nothing is guaranteed: Single-storey residence, consisting of lounge, kitchen, two bedrooms, bathroom and w.c.

3. *Terms:* The purchase price shall be paid as to 10% (ten per cent) thereof on the day of the sale to the Sheriff of the Court and the unpaid balance thereof, together with interest thereof from date of sale to date of registration of transfer at the rate of 15,25% (fifteen comma two five per cent) per annum, shall within 30 (thirty) days be paid or secured by a bank or building guarantee.

4. *Conditions:* The full conditions of sale may be inspected in the office of the Sheriff of the Court at Second Floor, 32 Von Brandis Street, Johannesburg.

Dated at Johannesburg on this the 17th day of February 1995.

Krowitz Perlow and Hertz, Plaintiff's Attorneys, Second Floor, 14 New Street South, Johannesburg, P.O. Box 2642, Johannesburg. (Tel. 833-7901/2/3/4.) (Ref. Mr C. A. Perlow/TK/N283.)

Saak 25144/93

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **Die Standard Bank van Suid-Afrika Beperk**, Eiser, en **Graslam Boerdery CC**, Eerste Verweerder, en **Erich Nockler**, Tweede Verweerder

Ten uitvoerlegging van 'n vonnis in die bogemelde Agbare Hof en 'n lasbrief vir eksekusie word die volgende eiendom in eksekusie verkoop op Vrydag, 24 Februarie 1995 om 11:00, deur die Balju van die Hooggeregshof, Cullinan, gehou by die Landdroskantore, Cullinan-Raytonpad, Cullinan, aan die hoogste bieder verkoop:

Gedeelte 38 (Tandem), van die plaas Kleinfontein 368, Registrasieafdeling JR, Transvaal, groot 215,3170 (twee een vyf komma drie een sewe nul) hektaar, gehou kragtens Akte van Transport T6058/88, onderhewig aan die voorwaardes daarin vervat.

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

Straatadres: Gedeelte 38 (Tandem), van die plaas Kleinfontein 368.

Verbeteringe: Plaas met een moderne klinkerwoonhuis met vier slaapkamers, drie badkamers, sitkamer, eetkamer, TV-kamer, woonkamer, kombuis, spens, opwaskamer, kantoor, ondervloerse verhitte, woonstel met twee slaapkamers en badkamer, motorhuis, vleiskamer en stoor, koelkamer, bediendekamer, swembad, verskeie buitegeboue en store, 11 toegeruste boorgate, drie betondamme, opgaardam en natuurlike weiding verdeel in agt kampe.

Reserweprys: Die eiendom word verkoop sonder reserwe.

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

Voorwaardes: Die volle voorwaardes van verkoping wat deur die Balju van die Hooggeregshof van Cullinan, onmiddellik voor die verkoping uitgelees sal word, sal ter insae lê by die kantore van die Balju vir die Hooggeregshof, Cullinan, Cornelisstraat 41, Bronkhorstspuit.

Geteken te Pretoria op hierdie 10de dag van Januarie 1995.

F. M. Nel, vir Truter & Wessels, Prokureur vir Eiser, Vyfde Verdieping, De Kleine Admiraal, Pretoria. (Verw. Nel/S886/RE.)

Case 45350/93

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 **Jacobus Stephanus Lessing**, First Defendant, and **Anetta Jacomina Lessing**, Second Defendant

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

Certain Erf 154, situated in the Township of Lyttelton Manor, Verwoerdburg, Registration Division JR, Transvaal, measuring 991 square metres, situated at 138 D. F. Malan Avenue, Lyttelton Manor, Verwoerdburg.

Terms and conditions:

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

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

Description of property: Dwelling: Lounge, kitchen, dining-room, four bedrooms, two bathrooms, two w.c.'s, laundry and dressing-room. *Outbuildings:* Single garage, servant's and w.c. *Other:* Swimming-pool and brick and concrete paving.

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, Verwoerdburg.

Signed at Pretoria on this the 23rd day of January 1995.

Shapiro & De Meyer Inc., Third Floor, Shapiro Chambers, Bureau Lane, Pretoria. (Ref. Mrs T. Kartoudes/M. Kirsten/N998.)

Case 23471/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Eduard Stephanus Harmse**, Defendant

A sale in execution of the undermentioned property is to be held at Portion 179 (a portion of Portion 58), of the farm Naauwpoort 335, District of Witbank, on 3 March 1995 at 09:00:

Full conditions of sale can be inspected at the offices of the Sheriff of the Supreme Court, 3 Rhodes Street, Witbank, and will also be read out by the Sheriff prior to the sale in execution.

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

Property: Portion 179 (a portion of Portion 58), of the farm Naauwpoort 335, Registration Division JS, Transvaal, measuring 12,6552 hectares, held by virtue of Deed of Transfer T36382/94.

Improvements: Single storey: Lounge, dining-room, family room, three bedrooms, full bathroom, separate toilet, kitchen and pantry.

Hack Stupel & Ross, Attorneys for Plaintiff, P.O. Box 2000, Pretoria. [Tel. (012) 325-4185.] (Ref. Du Plooy/sv/GT2090.)

Case 24099/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Samuel Baloyi**, First Defendant, and **Seshobotle Annah Ralefeta**, Second Defendant

A sale in execution of the undermentioned property is to be held at the offices of the Sheriff, Wonderboom, Portion 83, De Onderstepoort (north of Sasko Mills), old Warmbaths Road, Bon Accord, on 3 March 1995 at 11:00.

Full conditions of sale can be inspected at the offices of the Sheriff of the Supreme Court, Wonderboom, at the aforementioned address and will be read out by the Sheriff prior to the sale in execution.

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

Property: Erf 22876, Mamelodi Extension 4 Township, Registration Division JR, Transvaal, measuring 255 square metres, held by virtue of Deed of Transfer T291/94.

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

Hack Stupel & Ross, Attorneys for Plaintiff, P.O. Box 2000, Pretoria. [Tel. (012) 325-4185.] (Ref. Du Plooy/sv/GT2101.)

Case 18185/94

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Molatoleng Michael Mello**, First Defendant, and **Mashadidi Jacobeth Mello**, Second Defendant

A sale in execution of the undermentioned property is to be held at the offices of the Sheriff, Wonderboom, Portion 83, De Onderstepoort (north of Sasko Mills), old Warmbaths Road, Bon Accord, on 3 March 1995 at 11:00:

Full conditions of sale can be inspected at the offices of the Sheriff of the Supreme Court, Wonderboom, at the aforementioned address and will be read out by the Sheriff prior to the sale in execution.

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

Property: Leasehold Stand 1017, Block BB, Soshanguve, Residential Area of Soshanguve, District of the District Representative, Department of Development Aid, Soshanguve.

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

Hack Stupel & Ross, Attorneys for Plaintiff, P.O. Box 2000, Pretoria. [Tel. (012) 325-4185.] (Ref. Du Plooy/sv/GT1894.)

Case 9820/94

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Pini Eric Mabukela**, Defendant

On 24 February 1995 at 11:15, the undermentioned property will be sold in execution at the Sheriff's Offices, 182 Leeuwpoot Street, Boksburg:

Certain: Right of leasehold in respect of Erf 3245, Vosloorus, Registration Division IR, Transvaal, situated at 3245 Khoza Road, Vosloorus, Boksburg.

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

1. The sale shall be without reserve, and the property shall, subject to the Magistrates' Courts Act, 1944, and the other conditions of sale, be sold voetstoots to the highest bidder.

2. The purchaser shall pay 10% (ten per cent) of the price plus Sheriff's commission on the date of sale and the balance plus interest at the Plaintiff's current lending rates on transfer, to be secured by acceptable guarantees within 14 days of the sale.

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

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

5. No warranty is given in relation to the nature or description of the improvements.

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

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

Tuckers, Permanent Building, Commissioner Street, Boksburg. (Ref. Mrs L. Pinheiro/H01761.)

Case 11129/94

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Resemate John Makumbila**, First Defendant, and **Pindile Roseline Makumbila**, Second Defendant

On 24 February 1995 at 11:15, the undermentioned property will be sold in execution at the Sheriff's Offices, 182 Leeuwpoot Street, Boksburg:

Certain right of leasehold in respect of Erf 542, Mabuya Park, Registration Division IR, Transvaal, situated at 542 Mphehlane Street, Mabuya Park, Boksburg.

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

1. The sale shall be without reserve, and the property shall, subject to the Magistrates' Courts Act, 1944, and the other conditions of sale, be sold voetstoots to the highest bidder.

2. The purchaser shall pay 10% (ten per cent) of the price plus Sheriff's commission on the date of sale and the balance plus interest at the Plaintiff's current lending rates on transfer, to be secured by acceptable guarantees within 14 days of the sale.

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

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

5. No warranty is given in relation to the nature or description of the improvements.

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

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

Tuckers, Permanent Building, Commissioner Street, Boksburg. (Ref. Mrs L. Pinheiro/H01898.)

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Elliot Mabuza**, Defendant

On 24 February 1995 at 11:15, the undermentioned property will be sold in execution at the Sheriff's Offices, 182 Leeuwpoot Street, Boksburg:

Certain right of leasehold in respect of Erf 1387, Vosloorus Extension 2, Registration Division IR, Transvaal, situated at 1387 Vosloorus Extension 2, Boksburg.

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

1. The sale shall be without reserve, and the property shall, subject to the Magistrates' Courts Act, 1944, and the other conditions of sale, be sold voetstoots to the highest bidder.

2. The purchaser shall pay 10% (ten per cent) of the price plus Sheriff's commission on the date of sale and the balance plus interest at the Plaintiff's current lending rates on transfer, to be secured by acceptable guarantees within 14 days of the sale.

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

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

5. No warranty is given in relation to the nature or description of the improvements.

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

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

Tuckers, Permanent Building, Commissioner Street, Boksburg. (Ref. Mrs L. Pinheiro/H01420.)

Case 7102/94

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

In the matter between **First National Bank**, Plaintiff, and **Colin Mark Sparkes**, Defendant

Kindly take notice that pursuant to a judgment of the above Honourable Court granted on 16 November 1994 and subsequent warrant of execution, Erf 128, Selection Park Township, will be sold in execution at the Sheriff's Office, 66 Fourth Street, Springs, on Friday, 3 March 1995 at 15:00, namely:

Erf 128, Selection Park Township, Registration Division IR, Transvaal, held by Deed of Transfer TL9138/1988, measuring 1 301 square metres, Registration Division IR, Transvaal, also known as 37 Roxburgh Road, Selection Park.

Description of the property: Brick building, iron roof, three bedrooms, lounge, TV room, kitchen, bathroom, garage, outside room and toilet.

Terms: The purchaser shall pay to the Sheriff 10% (ten per centum) of the purchase price of the property on the date of the sale. The purchaser shall pay 5% (five per centum) auctioneer charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per centum) to a maximum fee of R6 000 (six thousand rand), within 14 days of the date of the sale the purchaser must deliver an acceptable bank guarantee for payment of the balance of the purchase price on registration of the property in his/her name.

The purchaser shall be liable to pay interest at a rate of 16% (sixteen per cent) per annum, from date of sale to 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 offices of the Sheriff of the Court.

Dated at Springs on this the 9th day of January 1995.

H. F. Delport, for Ivan Davies Theunissen, IDT Building, P.O. Box 16, Docex 16, Springs. (Ref. Mr Ashton/NK/DN1204.)

Case 778/91

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

In the matter between **Nedperm Bank Limited**, Plaintiff, and **Lorum Zolile Gongqo Siyengo**, First Defendant, and **Hilda Lindeni Siyengo**, Second Defendant

On 24 February 1995 at 11:15, the undermentioned property will be sold in execution at the Sheriff's Offices, 182 Leeuwpoot Street, Boksburg:

Certain right of leasehold in respect of Erf 17503, Vosloorus Extension 25, Registration Division IR, Transvaal, situated at 17503 Vosloorus Extension 25, Boksburg.

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

1. The sale shall be without reserve, and the property shall, subject to the Magistrates' Courts Act, 1944, and the other conditions of sale, be sold voetstoots to the highest bidder.

2. The purchaser shall pay 10% (ten per cent) of the price plus Sheriff's commission on the date of sale and the balance plus interest at the Plaintiff's current lending rates on transfer, to be secured by acceptable guarantees within 14 days of the sale.

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

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

5. No warranty is given in relation to the nature or description of the improvements.

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

Dated at Boksburg on this the 10th day of January 1995.

Tuckers, Permanent Building, Commissioner Street, Boksburg. (Ref. Mrs L. Pinheiro/H1524.)

Case 11871/94

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Richard Sibiya**, First Defendant, and **Gabu Tryzina Mchunu**, Second Defendant

On 24 February 1995 at 11:15, the undermentioned property will be sold in execution at the Sheriff's Offices, 182 Leeuwpoot Street, Boksburg:

Certain right of leasehold in respect of Erf 20114, Vosloorus Extension 30, Registration Division IR, Transvaal, situated at 20114 Vosloorus Extension 30, Boksburg.

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

1. The sale shall be without reserve, and the property shall, subject to the Magistrates' Courts Act, 1944, and the other conditions of sale, be sold voetstoots to the highest bidder.

2. The purchaser shall pay 10% (ten per cent) of the price plus Sheriff's commission on the date of sale and the balance plus interest at the Plaintiff's current lending rates on transfer, to be secured by acceptable guarantees within 14 days of the sale.

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

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

5. No warranty is given in relation to the nature or description of the improvements.

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

Dated at Boksburg on this the 10th day of January 1995.

Tuckers, Permanent Building, Commissioner Street, Boksburg. (Ref. Mrs L. Pinheiro/H01936.)

Case 12873/92

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 **Abraham Hlumbane**, Defendant

In pursuance of a judgment in the Court for the Magistrate of Boksburg on 5 February 1993 and writ of execution issued pursuant thereto, the property listed hereunder will be sold in execution on 24 February 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 1144, Vosloorus Extension 2 Township, Registration Division IR, Transvaal, situated on 1144 Njakata Crescent, Vosloorus Extension 2, in the Township of Vosloorus Extension 2, District of Boksburg, measuring 346 (three hundred and forty-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, w.c. and fenced boundary. Property zoned Residential.

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 11th day of January 1995.

Hammond Pole & Dixon, Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 917-4631.) (Ref. NG7495/Mrs Kok.)

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

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

In pursuance of a judgment in the Court for the Magistrate of Germiston, on 18 August 1993 and writ of execution issued pursuant thereto, the property listed hereunder will be sold in execution on 22 February 1995 at 10:00, at the office of the Sheriff, Johriahof, 4 Du Plessis Road, Florentia, Alberton, to the highest bidder:

Certain Erf 2722, Spruitview Township, Registration Division IR, Transvaal, situated on 2722 Spruitview, in the Township of Spruitview, District of Alberton, measuring 303 (three hundred and three) 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 residence comprising lounge, kitchen, two bedrooms, bathroom, w.c. and porch. Fencing and gates.

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, Alberton.

Dated at Germiston on this the 11th day of January 1995.

Hammond Pole & Dixon, Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 917-4631.) (Ref. NG7623/Mrs Kok.); C/o Mark Yammin, Hammond & Partners, Seventh Floor, Bedford Centre, Bedford Gardens, Bedfordview.

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Dennis Michael Stewart**, First Defendant, and
Virginia Ziphiwe Stewart, Second Defendant

On 24 February 1995 at 11:15, the undermentioned property will be sold in execution at the Sheriff's Offices, 182 Leeuwpoot Street, Boksburg:

Certain right of leasehold in respect of Erf 13960, Vosloorus Extension 10, Registration Division IR, Transvaal, situated at 13960 Vosloorus Extension 10, Boksburg.

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

1. The sale shall be without reserve, and the property shall, subject to the Magistrates' Courts Act, 1944, and the other conditions of sale, be sold voetstoots to the highest bidder.

2. The purchaser shall pay 10% (ten per cent) of the price plus Sheriff's commission on the date of sale and the balance plus interest at the Plaintiff's current lending rates on transfer, to be secured by acceptable guarantees within 14 days of the sale.

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

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

5. No warranty is given in relation to the nature or description of the improvements.

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

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

Tuckers, Permanent Building, Commissioner Street, Boksburg. (Ref. Mrs L. Pinheiro/H01647.)

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Sinah Julia Thimbe**, First Defendant, and
Annah Thimbe, Second Defendant

On 24 February 1995 at 11:15, the undermentioned property will be sold in execution at the Sheriff's Offices, 182 Leeuwpoot Street, Boksburg:

Certain right of leasehold in respect of Erf 18105, Vosloorus Extension 25, Registration Division IR, Transvaal, situated at 18105 Vosloorus Extension 25, Boksburg.

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

1. The sale shall be without reserve, and the property shall, subject to the Magistrates' Courts Act, 1944, and the other conditions of sale, be sold voetstoots to the highest bidder.

2. The purchaser shall pay 10% (ten per cent) of the price plus Sheriff's commission on the date of sale and the balance plus interest at the Plaintiff's current lending rates on transfer, to be secured by acceptable guarantees within 14 days of the sale.

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

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

5. No warranty is given in relation to the nature or description of the improvements.

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

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

Tuckers, Permanent Building, Commissioner Street, Boksburg. (Ref. Mrs L. Pinheiro/H1457.)

Case 24377/93

PH 104

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **The Standard Bank of S.A. Ltd**, Execution Creditor, and **Ntsoane, Hoarihle Nelson**, Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office, Alberton, on 28 February 1995 at 10:00, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff, Alberton, First Floor, Terrace Building, Terrace Street, New Redruth, Alberton, and at the Magistrate's Court, prior to the sale:

Certain Erf 320, situated in the Township of Roodekop, Registration Division IR, Transvaal, being 73 Antelope Street, Roodekop, Alberton, measuring 805 (eight hundred and five) square metres.

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

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

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

Dated at Johannesburg this 9th day of January 1995.

B. W. Webber, for Ramsay, Webber & Company, Plaintiff's Attorneys, Fifth Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 616177, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/fp/N207.)

Saak 7363/92

IN DIE LANDDROSHOF VIR DIE DISTRIK SPRINGS GEHOU TE SPRINGS

In die saak tussen **NBS Bank Beperk**, Eiser, en **Matlhotlhora Richard Mokaleng**, Verweerder

Kennis geskied hiermee dat ingevolge 'n lasbrief uitgereik in bovermelde Agbare Hof op 6 Oktober 1992, die onderstaande eiendom te wete:

Erf 14066, kwaThema-uitbreiding 2-dorpsgebied, Registrasieafdeling IR, Transvaal, in eksekusie verkoop sal word op 17 Februarie 1995 om 15:00, aan die hoogste bieder, by die kantore van die Balju Landdroshof, Vierde Straat 66, Springs.

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

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

Buitegeboue: Geen.

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

Gedateer te Springs op hede die 3de dag van Januarie 1995.

J. A. Kruger, vir De Jager, Kruger & Van Blerk, Eiser se Prokureurs, Tweede Verdieping, Sanlamsentrum, Vierde Straat, Springs, 1560. (Tel. 812-1455/6/7.) (Verw. mnr. J. A. Kruger/SST/M 1451.)

Case 25875/94
PH 104IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)

In the matter between **The Standard Bank of S.A. Ltd**, Execution Creditor, and **Mahlangu, Mandla Petrus**, First Execution Debtor, and **Mahlangu, Ennie Julia**, Second Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office, Kempton Park, on 23 February 1995 at 10:00, of the undermentioned property of the Defendants on the conditions which will lie for inspection at the offices of the Sheriff, Kempton Park, 8 Park Street, Kempton Park, prior to the sale:

Certain Erven 342 and 343, situated in the Township of Tembisa Extension 1, Registration Division JR, Transvaal, being 342 and 343 Tembisa Extension 1, Kempton Park, measuring 437 (four hundred and thirty-seven) and 381 (three hundred and eighty-one) square metres.

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

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

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

Dated at Johannesburg this 6th day of January 1995.

B. W. Webber, for Ramsay, Webber & Company, Plaintiff's Attorneys, Fifth Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 616177, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/avb/M935.)

Case 22317/94
PH 104IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)

In the matter between **The Standard Bank of S.A. Ltd**, Execution Creditor, and **Malibe, Nanana Sina**, First Execution Debtor and **Malibe, Sesi Beauty**, Second Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office, Alberton, on 14 February 1995 at 10:00, of the undermentioned property of the Defendants on the conditions which will lie for inspection at the offices of the Sheriff, Alberton, First Floor, Terrace Building, Terrace Street, New Redruth, Alberton, and at the Magistrate's Court, prior to the sale:

Certain Erf 2126, situated in the Township of Spruitview, Registration Division IR, Transvaal, being 2126, Spruitview, Katlehong, Germiston, measuring 360 (three hundred and sixty) square metres.

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

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

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

Dated at Johannesburg this 6th day of January 1995.

Ramsay, Webber & Co., Plaintiff's Attorneys, Fifth Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/avb/M917.)

Case 30407/94
PH 104IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)

In the matter between **The Standard Bank of S.A. Ltd**, Execution Creditor, and **McDougall, Allan**, First Execution Debtor and **McDougall, Kathryn Jean**, Second Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office, Kempton Park, on 23 February 1995 at 10:00, of the undermentioned property of the Defendants on the conditions which will lie for inspection at the offices of the Sheriff, Kempton Park, 8 Park Street, Kempton Park, prior to the sale:

Certain Section 13, as shown and more fully described on Sectional Plan SS159/83, in the scheme known as Zambesi Hof in respect of the land and building or buildings situated at Erf 189, Norkem Park Township, City Council of Kempton Park, of which the floor area, according to the said sectional plan is 160 (one hundred and sixty) square metres in extent, and an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan situated in the Township of Norkem Park, Registration Division Transvaal, being 13 Zambesi Hof, Zambesi Crescent, Norkem Park, Kempton Park, measuring 160 (one hundred and sixty) square metres.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: A simplex unit comprising kitchen, lounge/dining-room, three bedrooms, bathroom with outbuildings with similar construction comprising double garage. The common property comprising 15 gardens, servant's room, servant's toilet and shower.

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

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

Dated at Johannesburg this 5th day of December 1994.

Ramsay, Webber & Co., Plaintiff's Attorneys, Fifth Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/avb/M966.)

Case 9809/94

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

In the matter between **NBS Bank Limited** (Reg No. 87/01384/06), Plaintiff, and **Gbuloni Abner Nkosi**, First Defendant and **Clara Nombulelo Nkosi**, Second Defendant

In pursuance of a judgment in the Court for the Magistrate of Boksburg, on 17 November 1994 and writ of execution issued pursuant thereto the property listed hereunder will be sold in execution on 24 February 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 7965, Vosloorus Extension 9 Township, Registration Division IR, Transvaal, situated on 7965 Tshivhase Street, Vosloorus Extension 9, in the Township of Vosloorus Extension 9, District of Boksburg, measuring 362 (three hundred and sixty-two) 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 residence comprising lounge, kitchen, three bedrooms, bathroom and toilet. Garage. Fencing.

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 this the 9th day of January 1995.

Hammond Pole & Dixon, Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 917-4631.) (Ref. N00223/Mrs Kok.)

Case 7990/93

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 **Makekela Joseph Malatji**, First Defendant and **Moyagabo Paulina Malatji**, Second Defendant

In pursuance of a judgment in the Court for the Magistrate of Boksburg, on 3 August 1994, and writ of execution issued pursuant thereto the property listed hereunder will be sold in execution on 24 February 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 970, Vosloorus Extension 2 Township, situated on 970 Nngugu Street, Vosloorus Extension 2, in the Township of Vosloorus Extension 2, District of Boksburg, measuring 478 (four hundred and seventy-eight) square metres.

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

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

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

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

Hammond Pole & Dixon, Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 917-4631.) (Ref. NG7635/Mrs Kok.)

Case 10691/93

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Joey Josef Blooms**, First Defendant, and **Annie Julia Blooms**, Second Defendant

On 24 February 1995 at 11:15, the undermentioned property will be sold in execution at the Sheriff's Offices, 182 Leeuwpoot Street, Boksburg:

Certain Erf 1306, Down Park Extension 23, Registration Division IR, Transvaal, situated at 10 Hakea Crescent, Dawn Park Extension 23, Boksburg.

Improvements: Detached single storey brick residence consisting of three bedrooms, two bathrooms, lounge, dining-room, kitchen and outbuilding comprising garage, toilet and swimming-pool.

1. The sale shall be without reserve, and the property shall, subject to the Magistrates' Courts Act, 1994, and the other conditions of sale, be sold voetstoots to the highest bidder.

2. The purchaser shall pay 10% (ten per cent) of the price plus Sheriff's commission on the date of sale and the balance plus interest at the Plaintiff's current lending rates on transfer, to be secured by acceptable guarantees within 14 days of the sale.

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

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

5. No warranty is given in relation to the nature or description of the improvements.

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

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

Tuckers, Permanent Building, Commissioner Street, Boksburg. (Ref. Mrs L. Pinheiro/H00960.)

Case 13225/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **Federated Timbers (Pty) Limited**, trading as F T Building Supplies Benoni, Plaintiff, and **J. da Silva Marques**, First Defendant, **Zukowskyj**, Second Defendant, and **Robert Charles Broadhurst**, Third Defendant

In execution of a judgment of the Supreme Court of South Africa (Transvaal Provincial Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court, Kempton Park, at 8 Park Street, Kempton Park, on 23 February 1995 at 10:00, of the undermentioned property of the Third Defendant subject to the conditions of sale which are available for inspection at the offices of the Supreme Court, 8 Park Street, Kempton Park:

One half share of Erf 996, situated at Rhodesfield Extension 1, Registration Division IR, Transvaal, measuring 845 (eight hundred and forty-five) square metres, held under Deed of Transfer T25419/1983.

The property consists of a stand with improvements although nothing in this respect is guaranteed: Lounge, bathroom, toilet, three bedrooms, garage and kitchen.

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

Auctioneer's charges are also payable by the purchaser on the day of the sale.

Dated at Pretoria on this the 3rd day of January 1995.

V. Stupel, for Hack Stupel & Ross, Attorneys for Plaintiff, Standard Bank Chambers, Church Square, Pretoria; P.O. Box 2000, Pretoria. (Tel. 325-4185.) (Ref. Mr Stupel/ML VS 6965 BR.)

Saak 4635/93

IN DIE HOOGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **Pieter Johannes Lodewyk Venter**, handeldrywende as Venter Vervoer, Eiser, en **mnr. F. Stiglingh**, Verweerder

Ingevolge 'n vonnis van bogemelde Agbare Hof verleen op 14 Desember 1993, en 'n daaropvolgende lasbrief vir eksekusie gedateer 27 Oktober 1994, sal die onderstaande eiendom op 8 Februarie 1995 om 10:00, te die kantore van die Balju, Pretoria-Oos, Strubenstraat 142, Pretoria, aan die hoogste bieder verkoop word, naamlik:

Erf 1657, geleë in die dorpsgebied Silverton-uitbreiding 9, Registrasieafdeling JR, Transvaal, groot 1 487 (eenduisend vierhonderd sewe-en-tagtig) vierkante meter, gehou kragtens Akte van Transport T29438/1990, bekend as Wouter Malanstraat 449, Silverton-uitbreiding 9.

Verbeteringe: Geen.

Die eiendom is gesoneer vir woondoeleindes.

Die voorwaardes van verkoping lê ter insae by die kantoor van die Balju, Pretoria-Oos, Strubenstraat 142, Pretoria.

Geteken te Pretoria op die 5de dag van Januarie 1995.

Coetzer & Vennote, Prokureurs vir Eiser, Derde Verdieping, Rentbelgebou, Bureaulaan, Pretoria. (Verw. mev. A. Coetzer/FV0009.)

Case 20211/94

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

In the matter between **The Standard Bank of S.A. Ltd**, Plaintiff, and **Bhekifa Moses Masemola**, Defendant

In terms of a Judgment of the Supreme Court of South Africa (Transvaal Provincial Division) in the above-mentioned suit, a sale will be held at Ekangala Magistrate's office, on Thursday, 23 February 1995 at 10:00, of the undermentioned property of the Defendant on the conditions to be read out by the auctioneer at the time of the sale and which conditions may be inspected at the offices of the Sheriff, prior to the sale:

Erf 3793, situated in the Township Ekangala D, in the District of Mkobola, measuring 392 (three hundred and ninety-two) square metres, held under Deed of Grant 497/91.

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

Dwelling consisting of lounge, kitchen, three bedrooms, bathroom/w.c./shower and w.c.

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

Dated at Pretoria this 4th day of January 1995.

E. M. Eybers, for Adams & Adams, 429 Church Street, Pretoria. [Tel. (012) 320-8500.] (Ref. EME/ep S1203/94.)

Case 3364/94

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

In the matter between **Standard Bank of South Africa Limited**, Plaintiff, and **Johannes Hendrik Rautenbach**, Defendant

A sale in execution of the undermentioned property is to be held by the Sheriff, Pretoria South, at 142 Struben Street, Pretoria, on Wednesday, 22 February 1995 at 10:00:

Full conditions of sale can be inspected at the offices of the Sheriff of the Supreme Court, Pretoria South, Edenpark, Plot 83, Lyttelton, and will also be read out by the Sheriff, prior to the sale in execution.

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

Property: Portion 9 of the farm Highlands 359, Registration Division JR, Transvaal, measuring 2,2060 hectares, and held under Deed of Transfer T37157/1977, known as Holding 245, Lyttelton Agricultural Holdings Extension 2.

Improvements: None.

V. Stupel, Hack Stupel & Ross, Attorneys for Plaintiff, Standard Bank Chambers, P.O. Box 2000, Pretoria. (Tel. 325-4185.) [Ref. Mr Stupel/ML VS 6396 (H).]

Saak 13243/94

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

In die saak tussen **ABSA Bank Beperk**, handeldrywende as Eksekusieskuldeiser, en **Miss Donna Marie Panayiotou**, Eksekusieskuldenaar

Ingevolge uitspraak in die Landdroshof van Kempton Park en 'n lasbrief vir eksekusie gedateer 21 November 1994, die hiernagenoemde eiendom op Donderdag, 23 Februarie 1995 om 10:00, by die Balju se kantore te Parkstraat 8, Kempton Park, verkoop word per publieke veiling aan die hoogste bieder op die verkoopvoorwaardes, wat deur die afslaer uitgelees sal word net voor die veiling en welke verkoopvoorwaardes nagegaan kan word te die Baljukantore, Parkstraat 8, Kempton Park:

Erf 2705, Birch Acres-uitbreiding 10-dorpsgebied, Registrasieafdeling IR, Transvaal, groot 1 299 vierkante meter, ook bekend as Robina-Oord 5, Birch Acres-uitbreiding 10, Kempton Park, gehou onder Akte van Transport T65710/93.

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

Verbeterings: Sitkamer, badkamer, eetkamer, toilet, twee slaapkamers, kombuis, alles onder 'n teëldak en omhein met draad en betonmuur.

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

Gedateer te Kempton Park op hierdie 9de dag van Januarie 1995.

M. M. Cowley, vir Jacobs Burger & Moodie, Myrtle-gebou, Tweede Verdieping, Wesstraat 23, Posbus 75, Kempton Park, 1620. (Tel. 970-1216.) (Verw. mev. Cowley/DE/LU1649.)

Case 2312/94

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

In the matter between **NBS Bank Limited**, No. 87/01384/06, Plaintiff, and **Christiaan Frederik Enslin**, First Defendant, and **Andriana Albertina Enslin**, Second Defendant

Kindly take notice that pursuant to a judgment of the above Honourable Court granted on 23 December 1994 and subsequent warrant of execution the following property will be sold in execution 24 February 1995 at 09:00, at the offices of the Magistrate's Court, Nigel, namely:

Stand 302, Noycedale, Nigel.

Kindly take further Notice that the conditions of sale will lie for inspection at the offices of the Sheriff of the Court, Nigel, and contain *inter alia* the following provisions:

1. 10% (ten per cent) of the purchase price on date of sale.
2. Balance of purchase price plus interest to be guaranteed within 14 (fourteen) days from date of sale.
3. Possession subject to any lease agreement.
4. Reserve price to be read out at sale.

Dated at Nigel on this the 6th day of January 1995.

J. J. van Huyssteen, for Lockett, Etsebeth, Liebenberg & Van Huyssteen, Attorneys for the Plaintiff, Plesam Building, Second Avenue, P.O. Box 99, Nigel. (Tel. Van Huyssteen/N.1086.)

Case 29314/94
PH 104IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)

In the matter between **The Standard Bank of S.A. Ltd**, Execution Creditor, and **Lourens, Andries Lewies**, First Execution Debtor, and **Lourens, Alice Denice**, Second Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Sheriff's office, Alberton, on 28 February 1995 at 10:00, of the undermentioned property of the Defendants on the conditions which will lie for inspection at the office of the Sheriff, Alberton, First Floor, Terrace Building, Terrace Street, New Redruth, Alberton, and at the Magistrate's Court, prior to the sale:

Certain Erf 154, situated in the Township of Randhart, Registration Division IR, Transvaal, being 42 Fuhri Street, Randhart, Alberton, measuring 1 164 (one thousand one hundred and sixty-four) square metres,

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

A detached single storey brick built residence with tiled roof, comprising kitchen, lounge/dining-room, three bedrooms, two bathrooms, toilet, shower and study, with outbuildings with similar construction comprising two garages, servant's room, toilet and shower.

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

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

Dated at Johannesburg on this the 19th day of December 1994.

B. W. Webber, for Ramsay Webber & Co., Fifth Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/cb/L. 274.)

Saak 22108/93

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

In die saak tussen **ABSA Bank Beperk**, Eiser, en **Kgashane Lucas Pilusa**, Verweerder

'n Verkoop word gehou te die Landdroshof, Namakgale op Dinsdag, 21 Februarie 1995 om 15:00:

Eenheid D530, Namakgale, geleë in die dorpsgebied Namakgale, distrik Namakgale, groot 613 (ses een drie) vierkante meter, gehou kragtens Grondbrief 395/90, ook bekend as Eenheid D530, Namakgale.

Verbeterings: Sitkamer, kombuis, slaapkamer en badkamer, slaapkamer, badkamer en toilet.

Konstruksie: Steenmure.

Die eiendom sal verkoop word onderhewig aan die verkoopvoorwaardes wat ter insaë lê by die kantoor van die Balju, Hooggeregshof van Namakgale, te Potgieterstraat 43, Phalaborwa.

Gedateer te Pretoria op hede die 27ste dag van Desember 1994.

Couzyn, Hertzog & Horak Ing., Praetor Forum, Van der Waltstraat, Pretoria. (Tel. 322-8780.) (Verw. J. du Preez/A.145.)

Saak 21117/94

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **Standard Bank van S.A. Beperk** (62/00738/06), Eiser, en **Maria Isabel Andrade Gomez**, Identiteitsnommer 6508300682180, Verweerder

Ten uitvoerlegging van 'n vonnis van bogemelde Hof en 'n lasbrief vir eksekusie word die volgende eiendom in eksekusie verkoop op Donderdag, 23 Februarie 1995 om 10:00, deur die Balju vir die Hooggeregshof, Pretoria-Wes, gehou te die Balju, Pretoria-Wes se kantore, Olivettigebou 607, hoek van Schubart- en Pretoriusstraat, Pretoria, aan die hoogste bieder:

Erf 343, geleë in die dorpsgebied Mountain View, Pretoria, Registrasieafdeling JR, Transvaal, groot 2 552 vierkante meter, gehou kragtens Akte van Transport T60337/93.

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

Straatadres: Karel Trichardtstraat 542, Mountain View, Pretoria.

Verbeterings: Teëldakwoonhuis met drie slaapkamers, sitkamer, eetkamer, kombuis, badkamer met toilet, garage en bediendekamer met toilet.

Reserweprys: Die eiendom word sonder reserweprys verkoop.

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

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

Verkoopvoorwaardes: Dit lê ter insae by die Kantoor van die Balju vir die Hooggeregshof, Pretoria-Wes te Olivettigebou 607, hoek van Schubart- en Pretoriusstraat, Pretoria.

Geteken te Pretoria hierdie 23ste dag van Januarie 1995.

J. A. J. van Rensburg, vir Haasbroek & Boezaart Ing., Eiser se Prokureurs, Tweede Verdieping, Momentumsentrum, Westoring, Pretoriusstraat, Posbus 2205, Pretoria. [Tel. (012) 322-4401.] (Verw. V. Rensburg/Z9553/94/BVDM.)

Saak 15413/93

IN DIE LANDDROSHOF VIR DIE DISTRIK KLERKSDORP GEHOU TE KLERKSDORP

In die saak tussen **NBS Bank Beperk** (Reg. No. 87/01384/06), eiser, en **H. L. Janse van Vuuren**, Verweerder

Ooreenkomstig 'n vonnis van die Landdros in bogemelde Agbare Hof en 'n lasbrief tot uitwinning, sal die ondergenoemde eiendom as 'n eenheid op Vrydag, 3 Maart 1995 om 10:00, voor die Baljukantore geleë te Leaskstraat 23, Klerksdorp, vir die distrik Klerksdorp, per publieke veiling verkoop word:

Erf 95, geleë in die dorp Oudorp, Registrasieafdeling IP, Transvaal, groot 496 (vierhonderd ses-en-negentig) vierkante meter, gehou kragtens Akte van Transport T33906/1983.

Verbeterings (ten opsigte waarvan egter geen waarborg gegee word nie): Bestaande uit 'n enkelverdiepingwoonhuis met 'n teëldak, vloere, volvloermatte met teëls, drie slaapkamers, sitkamer, eetkamer, kombuis, badkamer, aparte toilet, bediende toilet, enkelmotorhuis, betonmure, boorgat met pomp en plaveisel.

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 14 (veertien) dae na veiling.
3. Besit en okkupasie teen betaling van die deposito en kostes.
4. Verdere voorwaardes by Balju ter insae.
5. Koper betaal BTW op alle belasbare lewerings.

Gedateer te Klerksdorp op hierdie 13de dag van Januarie 1995.

J. H. Coetzee, vir Kantor Du Toit & Coetzee, Eerste Verdieping, NBS-gebou, Boomstraat, Klerksdorp, 2570. (Verw. mev. Kleyen/N208.)

Saak 7137/94

IN DIE LANDDROSHOF VIR DISTRIK SPRINGS GEHOU TE SPRINGS

In die saak tussen **Allied Bank**, Eiser, en **C. P. en M. S. van Niekerk**, Verweerder

Geliewe kennis te neem dat ingevolge uitspraak van bogenoemde Agbare Hof en daaropvolgende lasbrief vir eksekusie die hiernagelike eiendom te die Baljukantore, Vierde Straat 66, Springs, op 3 Maart 1995 om 15:00, geregtelik verkoop sal word naamlik:

Erf 638, Gedeelte 1, Modder-Oos-dorpsgebied, gehou kragtens Akte van Transport T54159/1993, Registrasieafdeling IR, Transvaal, ook bekend as Waverbergweg 28, Modder-Oos, Springs.

Beskrywing van die eiendom: Baksteengebou met gepleisterde mure onder teëldak, drie slaapkamers, sitkamer, eetkamer, twee badkamers, kombuis, twee motorhuise en swembad.

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

Terme: Die koper sal aan die Balju 10% (tien persent) van die koopprys van die eiendom betaal op die dag van die verkoping asook afslaaersgelde teen 'n koers van 5% (vyf persent) op die eerste R20 000 (twintigduisend) en daarna 3% (drie persent) tot 'n maksimum fooi van R6 000 (sesduisend). Die koper moet binne 14 dae na die datum van verkoping 'n aanvaarbare bankwaarborg lewer vir betaling van die saldo van die koopprys teen registrasie van die eiendom in sy naam. Die koper sal verantwoordelik wees om rente teen 'n koers van 19% (negentien persent) per jaar vanaf datum van verkoping tot datum van oordrag van die eiendom te betaal aan die versekerde skuldeiser, naamlik Allied Bank, in wie se guns verbande geregistreer is oor die eiendom. Die volle verkoopvoorwaardes kan geïnspekteer word by die kantore van die Balju van die bogemelde Agbare Hof.

Gedateer te Springs op hede hierdie 5de dag van Januarie 1995.

B. Cooper, vir Ivan Davies Theunissen, IDT-gebou, Vierde Straat 64, Posbus 16, Docex 6, Springs. (Tel. 812-1050.) (Verw. mnr. Cooper/JD/B08194.)

Saak 7235/91

IN DIE LANDDROSHOF VIR DIE DISTRIK ALBERTON GEHOU TE ALBERTON

In die saak tussen **NBS Bank Limited**, Eiser, en **Eion Blignaut**, Eerste Verweerder, en **Esme Carolyn Blignaut**, Tweede Verweerder

Ten uitvoerlegging van 'n vonnis in die Landdroshof, Alberton, gedateer 23 September 1991, en 'n lasbrief vir eksekusie gedateer 14 Julie 1995, sal die volgende eiendom in eksekusie verkoop word sonder reserwe en aan die hoogste bieder op Woensdag, 22 Februarie 1995 om 10:00, deur die Balju vir die Landdroshof te Johria Hof, Du Plessisstraat, Alberton, naamlik:

Sekere: Standplaas 1938, Brackenhurst-uitbreiding 2, Alberton, Registrasieafdeling IR, Transvaal, ook bekend as Lilystraat 19, Brackenhurst-uitbreiding 2, Alberton, groot 1 500 vierkante meter, gehou deur Eion Blignaut en Esme Carolyn Blignaut, onder Akte van Transport T47973/90.

Sonering: Residensieel.

Spesiale gebruiksvergunnings of vrystellings: Geen.

Die vonnisskuldenaar beskryf die verbeterings op die eiendom sonder om dit te waarborg as volg:

Hoofgebou: I.B.R. Dak met gedeeltelik siersteenmure bestaande uit sitkamer, eetkamer, vier slaapkamers, studeerkamer, kombuis, twee en 'n half badkamers, gesinskamer en twee toilette.

Buitegeboue: Dubbelmotorhuis met toilet en swembad en omheining.

Terme en voorwaardes van verkoping:

1. *Terme:* Die koopprys is betaalbaar teen 10% (tien persent) ten tye van die verkoping en die onbetaalde balans plus rente teen 16% (sestien persent) per annum tot datum van betaling binne 30 (dertig) dae of gewaarborg deur 'n goedgekeurde bank-en/of bouverenigingwaarborg. Indien die Eiser die koper is, sal geen deposito betaal word nie.

2. *Voorwaardes:* Die volle voorwaardes van verkoping wat deur die Balju onmiddellik voor die verkoping uitgelees sal word, lê ter insae by die kantoor van die Balju te Johria Hof, Du Plessisstraat, Alberton.

Gedateer te Alberton op hede die 17de dag van Januarie 1995.

Klopper Jonker Ing., Prokureurs vir Eiser, Eerste Verdieping, Terracegebou, Eaton Terrace, Alberton. (Verw. mnr. Ungerer/PP/N1084.)

Saak 7923/93

IN DIE LANDDROSHOF VIR DIE DISTRIK ALBERTON GEHOU TE ALBERTON

In die saak tussen **NBS Bank Limited**, Eiser, en **D. M. Mlangeni**, Eerste Verweerder, en **T. Mtshangase**, Tweede Verweerder

Ten uitvoerlegging van 'n vonnis in die Landdroshof, Alberton, gedateer 15 November 1994, en 'n lasbrief vir eksekusie gedateer 3 November 1994, sal die volgende eiendom in eksekusie verkoop word sonder reserwe en aan die hoogste bieder op Woensdag, 22 Februarie 1995 om 10:00, deur die Balju vir die Landdroshof te Johria Hof, Du Plessisstraat, Alberton, naamlik:

Sekere: Standplaas 10161, Tokoza Extension 5-dorpsgebied, Registrasieafdeling IR, Transvaal, ook bekend as Standplaas 10161, Tokoza Extension 5, groot 294 vierkante meter, gehou deur Dieketseng Mirriam Mlangeni en Themba Mtshangase onder Akte van Transport TL11191/90.

Sonering: Residensieel.

Spesiale gebruiksvergunnings of vrystellings: Geen.

Die Vonnisskuldenaar beskryf die verbeterings op die eiendom sonder om dit te waarborg as volg:

Hoofgebou: Gepleisterde mure met teël dak bestaande uit kombuis, sitkamer, drie slaapkamers met badkamer.

Buitegeboue: Geen.

Terme en voorwaardes van verkoping:

1. *Terme*: Die koopprys is betaalbaar teen 10% (tien persent) ten tye van die verkoping en die onbetaalde balans plus rente teen 16% (sestien persent) per annum tot datum van betaling binne 30 (dertig) dae of gewaarborg deur 'n goedgekeurde bank-en/of bouverenigingswaarborg. Indien die Eiser die koper is, sal geen deposito betaal word nie.

2. *Voorwaardes*: Die volle voorwaardes van verkoping wat deur die Balju onmiddellik voor die verkoping uitgelees sal word, lê ter insae by die Kantoor van die Balju te Johria Hof, Du Plessisstraat, Alberton.

Gedateer te Alberton op hede die 17de dag van Januarie 1995.

Klopper Jonker Ing., Prokureurs vir Eiser, Eerste Verdieping, Terracegebou, Eaton Terrace, Alberton; Posbus 6, Alberton. (Verw. mnr. Ungerer/PP/N2048.)

Saak 2532/94

IN DIE LANDDROSHOF VIR DIE DISTRIK HOËVELDRIF GEHOU TE EVANDER

In die saak tussen **ABSA Bank Bpk.**, handelende as Allied Bank, Eiser, en **Tsietsi Benjamin Xaba**, Eerste Verweerder, en **Limakatso Veronica Xaba**, Tweede Verweerder

In opvolging van 'n vonnis toegestaan in die Landdroshof, Evander, en lasbrief vir eksekusie gedateer 22 Augustus 1994, sal die eiendom hieronder genoem verkoop word in eksekusie op 22 Februarie 1995 om 12:00, by die Balju se kantoor, Evander, aan die hoogste bieder in kontant, naamlik:

Eiendomsbeskrywing: Sitkamer, eetkamer, drie slaapkamers, kombuis, badkamer, toilet, afdak en omheining.

Eiendom: Erf 190, Embalenhle-uitbreiding 4-dorpsgebied, Registrasieafdeling IS, Transvaal, groot 450 vierkante meter, gehou kragtens Akte van Transport 38756/89, geleë te Tugela Singel 27, Embalenhle.

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

Die belangrikste voorwaardes daarin vervat is:

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

Gedateer te Secunda op hierdie 19de dag van Januarie 1995.

J. Jacobs, vir Cronje, De Waal & Van der Merwe, Eerste Verdieping, Unitedgebou, Posbus 48, Secunda, 2302. (Verw. Jacobs/EM/A704.)

Saak 1679/90

IN DIE LANDDROSHOF VIR DIE DISTRIK LETABA GEHOU TE TZANEEN

In die saak tussen **ABSA Bank Beperk**, handelende as United Building Society Ltd, Eiser, en **Martha Catherine Barnard**, Verweerder

Uit kragte van 'n vonnis van die Landdroshof Tzaneen en kragtens 'n lasbrief vir eksekusie gedateer sal die volgende eiendom per publieke veiling op Vrydag, 3 Maart 1995 om 10:00, voor die Landdroshofkantoor, Tzaneen, aan die hoogste bieder verkoop word, naamlik:

Erf 26, in die dorpsgebied van Duiwelskloof, Registrasieafdeling LT, Transvaal, groot 2 349 vierkante meter, bekend as Doreenstraat 21, Duiwelskloof.

Vernaamste voorwaardes:

1. Die eiendom sal sonder reserwe en onderworpe aan die bepalings van die Wet op Landdroshof en reëls aan die hoogste bieder verkoop word.

2. Die koper betaal 10% (tien persent) van die koopsom onmiddellik na die verkoping aan die Balju en die balans word verseker by wyse van 'n bank- of bouverenigingswaarborg, betaalbaar teen oordrag van die eiendom in die naam van die koper en wat afgelewer word by die Eiser se prokureurs binne 14 (veertien) dae na die datum van verkoping.

Voorwaardes van verkoop sal gedurende kantoore by die kantore van die Balju, Tzaneen, ter insae lê.

A. E. Rech, vir Joubert & May, Posbus 35, Tzaneen, 0850.

Saak 3539/94

IN DIE LANDDROSHOF VIR DIE DISTRIK HOËVELDRIF GEHOU TE EVANDER

In die saak tussen **ABSA Bank Bpk.**, handelende as Allied Bank, Eiser, en **Fanie Raymond Mkhlaphe**, Verweerder

In opvolging van 'n vonnis toegestaan in die Landdroshof van Evander, en lasbrief vir eksekusie gedateer 2 November 1994, sal die eiendom hieronder genoem verkoop word in eksekusie op 22 Februarie 1995 om 12:00, by die Balju se Kantore, Evander, aan die hoogste bieder vir kontant, naamlik:

Eiendomsbeskrywing: Sitkamer, eetkamer, drie slaapkamers, badkamer, toilet en kombuis.

Eiendom: Erf 1605, Embalenhle-dorpsgebied, Registrasieafdeling IS, Transvaal, groot 392 vierkante meter, gehou kragtens Akte van Transport T59812/93, geleë te Sobhuzastraat 1605, Embalenhle.

Bogemelde eiendom is die eiendom van die Verweerder en die voorwaardes sal uitgelees word ten tye van die verkoping welke voorwaardes geïnspekteer kan word by die kantore van die Balju, Evander. Die belangrikste voorwaardes daarin vervat is:

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

Gedateer te Secunda op 18 Januarie 1995.

J. Jacobs, vir Cronje, De Waal & Van der Merwe, Eerste Verdieping, Unitedgebou, Posbus 48, Secunda, 2302. (Verw. Jacobs/RE/A.888.)

Case 40264/93

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

In the matter between **NBS Bank Limited** (Reg. 87/01384/06), Plaintiff, and **Annamarie Leeftang**, First Defendant, and **Johannes Antonius Leeftang**, 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, 142 Struben Street, Pretoria, on 22 February 1995 at 10:00, to the highest bidder:

Certain: Erf 1773, in the Township of Lyttelton Manor, Extension 3, Registration Division JR, Transvaal, measuring 2 040 square metres, situated 1 005 Clifton Avenue, Lyttelton Manor, Extension 3.

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 there under and of the regulations of the Title Deeds Act where applicable.

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

Description of property: House: Lounge, dining-room, kitchen, four bedrooms, two bathrooms, two w.c.'s, entrance hall, TV-room, bar, studio and laundry.

Outbuildings: Four garages, two store-rooms and w.c.

Other: Brick paving and swimming-pool.

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 Streets, Lyttelton Agricultural Holdings, Lyttelton, Verwoerdburg.

Signed at Pretoria on this 23rd day of January 1995.

Shapiro & De Meyer Inc., Third Floor, Shapiro Chambers, Bureau Lane, Pretoria. (Mrs Tkartoudes/M. Kirsten/N989.)

Case 3273/93

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

In the matter between **NBS Bank Limited**, Plaintiff, and **Shirad Kara**, Defendant

Kindly take notice that pursuant to a judgment of the above Honourable Court granted on 15 September 1993, and subsequent warrant of execution, the following property will be sold in execution by the Sheriff, on 24 February 1995 at 10:00, at the offices of the Sheriff's, 41A Beaconsfield, Vereeniging, namely:

A single storey residential building of bricks walls and tiled roof. Consisting of a lounge, kitchen, three bedrooms, bathroom and w.c. Outbuildings consist of carport and the boundary has concrete walls. The property is zoned Residential and is situated at 63 Arcadia Street, Ennerdale Extension 1. Erf 859, Extension 1, Ennerdale.

And take further notice that the conditions of sale will lie for inspection at the offices of the Sheriff of the Court, and contain *inter alia* the following provisions:

1. The sale will be held by public auction and without reserve and will be voetstoots.

2. The price shall bear interest at the rate current from time to time in terms of the Mortgage Bond, over the property, held by the Plaintiff from date of sale to date of payment.

3. Immediately after the sale the purchaser shall sign the conditions of sale which can be inspected at the Sheriff's Office, Vereeniging.

4. The purchaser shall pay all the amounts necessary to obtain transfer of the property, including all costs of transfer, transfer duty, any rentals and other charges due to the local authority, interest etc.

5. The purchase price shall be paid as 10% (ten per cent) thereof together with the Sheriff's auction, immediately after the sale, in cash or by bank-guaranteed cheque, and the unpaid balance together with interest on the full purchase price, to be paid or secured by a bank or building society guarantee within 14 (fourteen) days from the date of sale.

6. Failing compliance with the provisions of the conditions of sale, the purchaser may be compelled to pay 10% (ten per cent) of the purchase price as *rouwkoop*.

7. The full conditions of sale are available for inspection at the office of the Sheriff, Vereeniging.

Dated at Vereeniging on 23 January 1995.

McLoughlin, Porter & Venter Inc., 31 Merriman Avenue, Vereeniging, P.O. Box 931, Vereeniging. [Tel. (016) 22-5161.] (Ref. COLL/IG/N186/BK8.)

Case 11589/94

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 **Riaan van der Linde**, Defendant

In pursuance of a judgment in the Court for the Magistrate of Boksburg, on 21 December 1994, and writ of execution issued pursuant thereto the property listed hereunder will be sold in execution on 24 February 1995 at 11:15, at the office of the Sheriff 182, Leeuwpoot Street, Boksburg, to the highest bidder:

Certain Erf 738, Boksburg North Extension, situated on 54 Sixth Street, Boksburg North, District of Boksburg, measuring 743 (seven hundred and forty-three) square metres.

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

Building built of brick and plaster, iron roof, comprising of lounge, dining-room, study, kitchen, scullery, three bedrooms, bathroom, two garages, servant's room, laundry, store-room and outside bathroom.

The conditions of sale:

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

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

Dated at Boksburg on this the 20th day of January 1995.

Hammond Pole & Dixon, Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 917-4631.) (Ref. B1114F/Mrs West.)

Case 8479/94

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

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

In pursuance of a judgment in the Court for the Magistrate of Boksburg, on 29 August 1994 and writ of execution issued pursuant thereto the property listed hereunder will be sold in execution on 24 February 1995 at 11:15, at the office of the Sheriff, 182 Leeuwpoot Street, Boksburg, to the highest bidder:

Certain: Portion 121 of Erf 192, Klippoortjie Agricultural Lots Township, Registration Division IR, Transvaal, situated on 31 Fairyglens Street, Klippoortjie, in the Township of Klippoortjie, District of Boksburg, measuring 800 (eight hundred) square metres.

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

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

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

Dated at Boksburg on this the 20th day of January 1995.

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

Case 5939/93

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

In the matter between **Nedcor Bank Limited** (Reg. No. 51/00009/06) Perm Division, Plaintiff, and **Rebecca Bettie Malinga**, Defendant

In pursuance of a judgment in the Court for the Magistrate of Boksburg, on 3 August 1993 and writ of execution issued pursuant thereto the property listed hereunder will be sold in execution on 24 February 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 2858 Vosloorus Extension 1 Township, Registration Division IR, Transvaal, situated on 2858 Mokhele Street, Vosloorus Extension 1, in the Township of Vosloorus Extension 1, District of Boksburg, measuring 262 (two hundred and sixty-two) square metres.

The following improvements are reported to be on the property, but nothing is guaranteed: Building built of bricks under asbestos roof residence comprising two bedrooms, kitchen, lounge, bathroom and two garages. Wire fencing.

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

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

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

Hammond Pole & Dixon, Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 917-4631.) (Ref. P00061/Mrs Kok.)

Case 4596/94

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

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

In pursuance of a judgment in the Court for the Magistrate of Boksburg, on 24 May 1994 and writ of execution issued pursuant thereto the property listed hereunder will be sold in execution on 24 February 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 386 Vosloorus Extension 2 Township, Registration Division IR, Transvaal, situated on 386 Vosloorus Extension 2, in the Township of Vosloorus Extension 2, District of Boksburg, measuring 270 (two hundred and seventy).

The following improvements are reported to be on the property, but nothing is guaranteed: Building built of brick, plaster and paint, tiled roof residence comprising lounge, kitchen, two bedrooms, bathroom, Verandha and separate toilet. Wire fencing.

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

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

Dated at Boksburg on this the 20th day of January 1995.

Hammond Pole & Dixon, Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 917-4631.) (Ref. N00165/Mrs Kok.)

Case 31154/94
PH 196

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

In the matter between **NBS Bank Limited**, Plaintiff, and **Du Toit: Elizabeth Dalene**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the office of De Klerk, Vermaak & Partners Inc., Overvaal Building, 28 Kruger Avenue, Vereeniging, on 23 February 1995 at 10:00, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff, Vereeniging, Overvaal Building, 28 Kruger Avenue, Vereeniging, prior to the sale:

Erf 6331, in the Township of Ennerdale Extension 8, Registration Division IQ, Transvaal, in extent 301 (three hundred and one) square metres, situate at 6331 Vermiculite Circle, Ennerdale Extension 8.

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

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

Outbuildings: Boundary fencing.

Terms: 10% (ten per 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 20th day of January 1995.

Melman & McCarthy, Plaintiff's Attorneys, Suite 301, His Majesty's Building, Joubert Street, Johannesburg. (Tel. 838-4731.) (Ref. D. McCarthy/J. Soma/MN6695.); N. C. H. Bouwman, Sheriff of the Supreme Court, Overvaal, 28 Kruger Avenue, Vereeniging. [Tel. (016) 21-3400.]

Case 25577/94
PH 196

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

In the matter between **NBS Bank Limited**, Plaintiff, and **Williams: Rita Grace**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the offices of the Sheriff, Halfway House/Alexandra, Unit 2, Northview, 45 Richard Drive, Halfway House, on 22 February 1995 at 14:30, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff, Halfway House/Alexandra, Unit 2, Northview 45 Richard Drive, Halfway House, prior to the sale:

Erf 507, in the Township of Alexandra East Bank, Registration Division IR, Transvaal, in extent 435 (four hundred and thirty-five) square metres, Situate at 507 Canary Lane, Alexandra East Bank.

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

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

Outbuildings: Boundary fencing and gates.

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 18th day of January 1995.

Melman & McCarthy, Plaintiff's Attorneys, Suite 301, His Majesty's Building, Joubert Street, Johannesburg. (Tel. 838-4731.) (Ref. D. McCarthy/J. Soma/MN6514).

Case 31155/94
PH 196IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)In the matter between **NBS Bank Limited**, Plaintiff, and **Ismail: Mohammed Shuabe**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the office of De Klerk, Vermaak & Partners Inc., Overvaal Building, 28 Kruger Avenue, Vereeniging, on 23 February 1995 at 10:00, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff, Vereeniging, Overvaal Building, 28 Kruger Avenue, Vereeniging, prior to the sale:

Erf 3488, in the Township of Ennerdale Extension 5, Registration Division IQ, Transvaal, in extent 284 (two hundred and eighty-four) square metres.

Situated at 55 Cuprite Street, Ennerdale Extension 5.

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

Residence: single-storey dwelling, detached, built of bricks and painted plaster under tiled roof. Floors: Fitted carpets and tiles, comprising lounge, kitchen, three bedrooms, bathroom and w.c.

Outbuildings: Boundary fencing, concrete walls and paving.

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 20th day of January 1995.

Melman & McCarthy, Plaintiff's Attorneys, Suite 301, His Majesty's Building, Joubert Street, Johannesburg. (Tel. 838-4731.) (Ref. D. McCarthy/J. Soma/MN6696); N. C. H. Bouwman, Sheriff of the Supreme Court, Overvaal, 28 Kruger Avenue, Vereeniging. [Tel. (016) 21-3400.]

Case 11726/94
PH 104IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)In the matter between **The Standard Bank of S.A. Ltd**, Execution Creditor, and **Newby, Richard Walter**, Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office, Benoni, on 23 February 1995 at 10:00, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff, Benoni, 49 Kemston Avenue, Benoni, prior to the sale:

Certain Erf 7283, situated in the Township of Benoni Extension 27, Registration Division IR, Transvaal, being 2 Spray Street, Benoni Extension 27, Benoni, measuring 914 (nine hundred and fourteen) square metres.

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

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

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

Dated at Johannesburg this 20th day of January 1995.

B. W. Webber, for Ramsay, Webber & Co., Plaintiff's Attorneys, Fifth Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/tp/N256.)

Case 33443/91
PH 388IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)In the matter between **Nedcor Bank Limited**, Plaintiff, and **Elinhorn: Patricia**, 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, Unit 2, North View, 45 Richards Drive, Halfway House, on Wednesday, 22 February 1995 at 14:30, of the undermentioned property of the Defendant on conditions to be read out by the Auctioneer at the time of the sale and which may be inspected at the office of the Sheriff of the Supreme Court prior to the sale.

Certain: Erf 808, Gallo Manor Extension 3 Township, Registration Division IR, Transvaal.

Area: 1 534 (one thousand five hundred and thirty-four) square metres.

Situation: 36 Honey Suckle Crescent, Gallo Manor, Sandton.

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

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

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

F. R. J. Jansen, for Jansen & Potter, Plaintiff's Attorneys, 25th Floor, Carlton Centre, Commissioner Street, Johannesburg. (Tel. 331-8535.) (Ref. ForeclosuresZ344).

Saak 45416/94

IN DIE LANDDROSHOF VIR DIE DISTRIK JOHANNESBURG GEHOU TE JOHANNESBURG

In die saak tussen **Eerste Nasionale Bank Beperk**, Eiser, en **H. Schmidt**, Eerste Verweerder, en **S. A. Schmidt**, Tweede Verweerder

Ingevolge 'n vonnis van die Landdroshof te Johannesburg en 'n lasbrief vir eksekusie gedateer 13 September 1994, sal die volgende eiendom in eksekusie verkoop word te die kantore van die Balju vir Germiston, Joubertstraat 72, op 27 Februarie 1995 om 10:00, aan die hoogste bieder naamlik:

Gedeelte 308 ('n gedeelte van Gedeelte 7) van Erf 132, Kliprandjes Agricultural Lots, Registrasieafdeling IR, Transvaal, groot 1 138 (eenduisend eenhonderd agt-en-dertig) vierkante meter, gehou kragtens Transportakte T36168/90, ook bekend as Baobab Plek 5, Klippoortje Park.

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

Hoofgebou: Twee slaapkamers, badkamer, toilet, kombuis en sitkamer.

Buitegeboue: Twee motorhuise.

Titelakte voorwaarde: Streng vir woning doeleindes alleenlik.

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

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

Gedateer te Johannesburg op die 19de dag van Januarie 1995.

Brian Alberts & Vennote, Eerste Verdieping, Proteasentrum, hoek van High- en Fortunastraat, Brixton. (Verw. Alberts JAA 32/94B.)

Saak 113593/93

IN DIE LANDDROSHOF VIR DIE DISTRIK JOHANNESBURG GEHOU TE JOHANNESBURG

In die saak tussen **Eerste Nasionale Bank Beperk**, Eiser, en **Hawa Elizabeth Steyn**, Verweerder

Ingevolge 'n vonnis van die Landdroshof te Johannesburg en 'n lasbrief vir eksekusie gedateer 10 Desember 1993, sal die volgende eiendom in eksekusie verkoop word te die Balju se kantore, Prince Georgelaan 439, Brakpan, op 3 Maart 1995 om 11:00, aan die hoogste bieder naamlik:

Erf 762, Geluksdal-dorpsgebied, Registrasieafdeling IR, Transvaal, groot 379 (driehonderd nege-en-sewentig) vierkante meter, gehou kragtens Transportakte T59362/91, ook bekend as Rocky Rapidstraat 762, Uitbreiding 4.

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

Hoofgebou: Enkelverdieping, twee slaapkamers, gang, badkamer en kombuis.

Buitegeboue: Gedeeltelik omhein.

Titelakte voorwaarde: Steng vir woning doeleindes alleenlik.

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

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

Gedateer te Johannesburg op die 17de dag van Januarie 1995.

Brian Alberts & Vennote, Eerste Verdieping, Proteasentrum, hoek van High- en Fortunastraat, Brixton. (Verw. Alberts JAA 115/93B.)

Case 7049/90

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 **Mothebe, M. A.**, First Defendant, and **Mothebe, E. M.**, Second Defendant

In pursuance of a judgment in the Court of the Magistrate of Boksburg dated 29 January 1991 and a writ of execution dated 5 January 1995, the following will be sold in execution without reserve to the highest bidder on 24 February 1995 at 11:15, at the office of the Sheriff of the Magistrate's Court, 182 Leeuwpoot Street, Boksburg:

Defendant's right, title and interest in certain Erf 3161, Vosloorus Township, Registration Division IR, Transvaal, measuring 260 (two hundred and sixty) square metres, held by the mortgagor under Certificate of Registered Grant of Leasehold TL17894/1987, situated at 3161 Ndlela Street, Vosloorus.

Improvements: Improvements cannot be guaranteed.

Terms and conditions:

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

2. *Conditions:* The full conditions of sale may be inspected in the office of the Sheriff of the Magistrate of the Court, Boksburg.

A substantial building society loan may be given to an approved purchaser should he meet their criteria.

Dated at Boksburg this 20th day of January 1995.

Trollip, Tytherleigh, 2B Bloem Street, Boksburg. (Ref. Mrs A. Scott.)

Saak 13241/94

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

In die saak tussen **ABSA Bank Beperk**, handeldrywende as United Bank, Eksekusieskuldeiser, en **Motlatsi Shadrack Mollo**, Eerste Eksekusieskuldenaar, en **Nomthandazo Queeny Mollo**, Tweede Eksekusieskuldenaar

Ingevolge uitspraak in die Landdroshof van Kempton Park en 'n lasbrief vir eksekusie gedateer 21 November 1994, die hiernagenoemde eiendom op Donderdag, 23 Februarie 1995 om 10:00, by die Balju se kantore te Parkstraat 8, Kempton Park, verkoop word per publieke veiling aan die hoogste bieder op die verkoopwaardes wat deur die afslaer uitgelees sal word net voor die veiling en welke verkoopwaardes nagegaan kan word te die Baljukantore, Parkstraat 8, Kempton Park:

Erf 2410, Birch Acres-uitbreiding 12-dorpsgebied, Registrasieafdeling IR, Transvaal, groot 802 vierkante meter, ook bekend as Piet my Vroulaan 36, Birch Acres-uitbreiding 12, Kempton Park, gehou onder Akte van Transport T68493/93.

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

Verbeterings: Sitkamer, twee badkamers, eetkamer, toilet, drie slaapkamers, motorhuis, kombuis, oprit, afdak, alles onder 'n teëldak en omhein met betonmure.

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

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

M. M. Cowley, vir Jacobs Burger & Moodie, Myrtlegebou, Tweede Verdieping, Wesstraat 23; Posbus 75, Kempton Park, 1620. (Tel. 970-1216.) (Verw. mev. Cowley/DE/LU1641.)

Saak 7469/94

IN DIE HOOGEREGSHOF VAN SUID-AFRIKA

(Witwatersrandse Plaaslike Afdeling)

In die saak tussen **Saambou Bank Beperk**, Eiser, en **Steyn, Clive Derek**, Eerste Verweerder, en **Steyn, Garth Elmor**, Tweede Verweerder

Volgens vonnis van bogemelde Hof sal per veiling die volgende eiendom op 23 Februarie 1995 om 10:00, verkoop word deur die Balju te Marshallstraat 131, Johannesburg, op voorwaardes wat by sy kantoor te Sheffieldstraat 100, Turffontein, ingesien kan word:

Erf 167, La Rochelle-dorpsgebied, Registrasieafdeling IR, Transvaal, groot 495 vierkante meter (ook bekend as Elfde Straat 38, La Rochelle, Johannesburg).

Die volgende inligting word verskaf insake verbeteringe alhoewel geen waarborg in verband daarmee gegee word nie: Enkelverdiepingwoonhuis met portaal, sitkamer, sonstoep, drie slaapkamers, badkamer, aparte toilet, kombuis, opwas, motorhuis, twee bediendekamers en buitetoilet.

Datum: 20 Januarie 1995.

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

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

In die saak tussen **Saambou Bank Beperk**, Eiser, en **Abeline Court CC**, Eerste Verweerder, en **Van Zyl, Wayne**, Tweede Verweerder

Volgens vonnis van bogemelde Hof sal per veiling die volgende eiendom op 23 Februarie 1995 om 10:00, verkoop word deur die Balju te Marshallstraat 131, Johannesburg, op voorwaardes wat by sy kantoor te Sheffieldstraat 100, Turffontein, ingesien kan word:

Eenhede 1, 2, 3 en 4 soos getoon en volledig beskryf op Deelplan SS39/1977 in die skema bekend as Abeline Hof, ten opsigte van grond en gebou geleë te Forest Hill-dorpsgebied in die area van die Johannesburg Plaaslike Bestuur waarvan elke eenheid 95 vierkante meter groot is.

Ook bekend as woonsteleenhede 1, 2, 3 en 4, Abeline Court, Turfstraat 16, Forest Hill, Johannesburg.

Die volgende inligting word verskaf insake verbeteringe alhoewel geen waarborg in verband daarmee gegee word nie: 'n Tweeverdieping gebou met vier tweeslaapkamerwoonstelle plus bediendekamer met toilet.

Datum: 20 Januarie 1995.

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

Case 11409/93

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Koggelaar 29 CC**, Defendant

In pursuance of a judgment in the Supreme Court of South Africa (Witwatersrand Local Division) and writ of execution dated 1 November 1994, the property listed herein will be sold in execution on Thursday, 23 February 1995 at 10:00, at the office of the Sheriff of the Supreme Court, 8 Park Street, Kempton Park, to the highest bidder:

Certain Erf 1033, Birch Acres Extension 3 Township, Registration Division IR, Transvaal, measuring 1 148 (one thousand one hundred and forty-eight) square metres, situated on 8 Bontrokkies Crescent, Birch Acres Extension 3, Kempton Park.

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

Improvements: Dwelling consisting of lounge, dining-room, kitchen, three bedrooms, two bathrooms, two toilets, two garages, pool and bar and driveway.

Terms: The purchase price shall be paid as to ten per cent (10%) thereof on the day of the sale and the unpaid balance against transfer to be secured by a bank or building society guarantee, to be furnished to the Sheriff of the Supreme Court within thirty (30) days after the date of sale.

If transfer of the property is not registered within one month after the sale, the purchaser shall be liable for payment of interest to the Plaintiff at 25,25% (twenty five comma two five per cent) per annum and to the bondholder at the rate applicable to the bond on the respective amounts of the award to the Plaintiff and the bondholder in the plan of distribution as from the expiration of one month after the date to date of transfer.

The conditions of sale, which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Supreme Court at 8 Park Street, Kempton Park.

Barry Katz & Partners, 801 Trust Bank Centre, Voortrekker Street; P.O. Box 367, Kempton Park. (Tel. 970-1000.) (Ref. Mr Katz/mr.) (Fax. 394-1987.)

Case 10923/94

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 **Stephanus Johannes Schutte**, First Defendant, and **Anita Schutte**, Second Defendant

In pursuance of a judgment in the Court for the Magistrate of Boksburg on 21 November 1994 and writ of execution issued pursuant thereto, the property listed hereunder will be sold in execution on 3 March 1995 at 11:15, at the office of the Sheriff, 182 Leeuwpoot Street, Boksburg, to the highest bidder:

Certain Erf 395, Van Dykpark Township, situated on 8 Bergbos Street, Van Dykpark, in the Township of Van Dykpark, District of Boksburg, measuring 924 (nine hundred and twenty-four) square metres.

The following improvements are reported to be on the property, but nothing is guaranteed: Building built of brick and plaster, tiled roof comprising lounge, dining-room, three bedrooms, bathroom, w.c., kitchen, carport, 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 20th day of January 1995.

Hammond Pole & Dixon, Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 917-4631.) (Ref. A00371/Mrs Teixeira.)

Case 10552/94

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 **Paul Johannes Louw**, First Defendant, and **Aletta Johanna Louw**, Second Defendant

In pursuance of a judgment in the Court for the Magistrate of Boksburg, on 18 November 1994, and writ of execution issued pursuant thereto the property listed hereunder will be sold in execution on 3 March 1995 at 11:15, at the office of the Sheriff, 182 Leeuwpoot Street, Boksburg, to the highest bidder:

Certain: Erf 1775, Sunward Park Extension 4 Township, situated on 25 Albrecht Street, Sunward Park, in the Township of Sunward Park, District of Boksburg, measuring 1 197 (one thousand one hundred and ninety-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 an entrance hall, lounge, dining-room, kitchen, two bedrooms, bathroom with a w.c., family room, laundry, double garage, staff-room 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 20th day of January 1995.

Hammond Pole & Dixon, Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 917-4631.) (Ref. A00395/Mrs Teixeira.)

Case 10317/94

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 **Mary Joy Matthews**, Defendant

In pursuance of a judgment in the Court for the Magistrate of Boksburg, on 1 November 1994, and writ of execution issued pursuant thereto the property listed hereunder will be sold in execution on 24 February 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 7520, Vosloorus Extension 9 Township, situated on 7520 Vosloorus Extension 9, in the Township of Vosloorus Extension 9, District of Boksburg, measuring 337 (three hundred and thirty-seven) square metres.

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

Building built of brick and plaster, tiled roof comprising a lounge, dining-room, three bedrooms, bathroom, w.c. and a kitchen.

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 20th day of January 1995.

Hammond Pole & Dixon, Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 917-4631.) (Ref. A00385/Mrs Teixeira.)

Case 9557/94

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 **Nthwane Petrus Motswenyane**, 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 24 February 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 163, Vosloorus Extension 2 Township, situated on 163 Vosloorus Extension 2, in the Township of Vosloorus Extension 2, District of Boksburg, measuring 341 (three hundred and forty-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 a 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 20th day of January 1995.

Hammond Pole & Dixon, Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 917-4631.) (Ref. A00308/Mrs Teixeira.)

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

In the matter between **ABSA Bank Limited** (Allied Bank Division) (formerly Allied Building Society Limited), Plaintiff, and **Beryl Allison Franks**, Defendant

In pursuance of a warrant of execution dated 14 November 1994, the following will be sold by public auction, voetstoots and without reserve to the highest bidder on Wednesday, 22 February 1995 at 11:00, at the Magistrate's Court, Harpur Avenue, Benoni:

Erf 23055, Rynfield Extension 11 Township, Registration Division IR, Transvaal, measuring 863 (eight hundred and sixty-three) square metres, held under Title Deed T10913/85, situated at 5 Mitchell Street, Rynfield, Benoni.

Improvements: Tiled roof, single storey, three bedrooms, lounge, dining-room, kitchen, two bathrooms/w.c.'s, outside w.c., patio/braai area and walled.

Terms and conditions:

1. *Terms:* The purchase price shall be paid as to 10% (ten per centum) thereof on the day of the sale, and the unpaid balance within 14 (fourteen) days, shall be paid or by a bank or building society guarantee.
2. *Conditions of sale:* The full conditions of sale may be inspected at the Sheriff of the Magistrates' Courts Office, Benoni.

Dated the 23rd day of January 1995.

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

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Joseph Thomas van der Westhuizen**, Defendant

On 24 February 1995 at 11:15, the undermentioned property will be sold in execution at the Sheriff's Offices, 182 Leeuwpoot Street, Boksburg:

Certain Erf 1131, Atlasville Extension 1, Registration Division IR, Transvaal, situated at 18 Pyl Street, Atlasville Extension 1, Boksburg.

Improvements: Detached single storey brick residence consisting of four bedrooms, two bathrooms, kitchen, dining-room, lounge, study and outbuildings comprising two carports.

1. The sale shall be without reserve, and the property shall, subject to the Magistrates' Courts Act, 1944 and the other conditions of sale, be sold voetstoots to the highest bidder.

2. The purchaser shall pay 10% (ten per centum) of the price plus Sheriff's commission on the date of sale and the balance plus interest at the Plaintiff's current lending rates on conveyancing transfer, to be secured by acceptable guarantees within 14 days of the sale.

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

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

5. No warranty is given in relation to the nature or description of the improvements.

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

Dated at Boksburg on this the 20th day of January 1995.

Tuckers, Permanent Building, Commissioner Street, Boksburg. (Ref. Mrs L. Pinheiro/H00118.)

NOTICE OF SALES IN EXECUTION

All the sales in execution are to be held at the Offices of the Sheriff, 8 Park Street, Kempton Park, on Thursday, 23 February 1995 at 10:00:

Nedcor Bank Limited, Execution Creditor

The hereinafter-mentioned properties/rights of leasehold will be put up for sale, the material conditions of sale being:

1. The property/right of leasehold shall be sold to the highest bidder, without reserve, voetstoots, and subject to the Magistrates' Courts Act, 1944.

2. The purchaser shall pay 10% (ten per centum) of the purchased price plus 4% (four per centum) Sheriff's commission on date of sale and the balance plus interest at Plaintiff's current lending rates of transfer, to be secured by acceptable guarantees within fourteen (14) days of the sale.

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

Case 7295/88.

Judgment Debtor: **Lazarus Mkhaliphi.**

Property: Right of leasehold over Erf 232, Inxiweni Township, Registration Division IR, Transvaal, situated at 232 Inxiweni Section, Tembisa.

Improvements: Dwelling-house consisting of dining-room, toilet, two bedrooms and kitchen.

File Ref.: L359/88.

Case 10382/94.

Judgment Debtors: **Khomotso Sydney Rakomako and Gloria Maphefo Rakomako.**

Property: Right of leasehold over Erf 433, Leboeng Township, Registration Division IR, Transvaal, situated at 433 Leboeng Section, Tembisa.

Improvements: Dwelling-house consisting of bathroom, dining-room, toilet, three bedrooms and kitchen.

File Ref.: LN3901/4.

Case 2024/92.

Judgment Debtor: **Phehello Victor Mokheseng.**

Property: Right of leasehold over Erf 566, Makulong Township, Registration Division IR, Transvaal, situated at 566 Makulong Section, Tembisa.

Improvements: Dwelling-house consisting of toilet, two bedrooms, dining-room and kitchen.

Outbuildings consisting of two outside rooms.

File Ref.: L45/92.

Case 6532/93.

Judgment Debtor: **Jacob Nene.**

Property: Right of leasehold over Erf 328, Emoyeni Township, Registration Division IR, Transvaal, situated at 328 Emoyeni Section, Tembisa.

Improvements: Dwelling-house consisting of toilet, two bedrooms, dining-room and kitchen.

Outbuildings consisting of garage and two outside rooms.

File Ref.: LN3409.

Case 10886/90.

Judgment Debtors: **Nkululeko Justice Dhlamini and Nomvimbi Annah Dhlamini.**

Property: Right of leasehold over Erf 424, Emoyeni Township, Registration Division IR, Transvaal, situated at 424 Emoyeni Section, Tembisa.

Improvements: Dwelling-house consisting of toilet, two bedrooms, dining-room and kitchen.

File Ref.: L315/90.

Case 11380/91.

Judgment Debtors: **Maeko Michael Mofokeng and Joyce Mamohale Mofokeng.**

Property: Right of leasehold over Erf 292, Sedibeng Township, Registration Division IR, Transvaal, situated at 292 Sedibeng Section, Tembisa.

Improvements: Dwelling-house consisting of lounge, bathroom, dining-room, toilet, three bedrooms, kitchen and study.

Outbuildings consisting of garage.

File Ref.: L414/91.

Case 8233/90.

Judgment Debtors: **Samuel Mihcaba Chabalala and Nellie Popple Chabalala.**

Property: Right of leasehold over Erf 262, Ecaleni Township, Registration Division IR, Transvaal, situated at 262 Ecaleni Section, Tembisa.

Improvements: Dwelling-house consisting of dining-room, toilet, two bedrooms and kitchen.

Outbuildings consisting of garage.

File Ref.: L220/90.

Case 6122/92.

Judgment Debtors: **Deep Mdhuli and Loyisiwe Winnie Mdhuli.**

Property: Right of leasehold over Erf 252, Esiziba Township, Registration Division IR, Transvaal, situated at 252 Esiziba Section, Tembisa.

Improvements: Dwelling-house consisting of dining-room, toilet, two bedrooms and kitchen.

Outbuildings consisting of two outside rooms.

File Ref.: L221/92.

L. J. van den Heever, for Schumanns Attorneys, 12 Voortrekker Street, P.O. Box 67, Kempton Park.

NOTICE OF SALES IN EXECUTION

All the sales in execution are to be held at the stairs in front of the Magistrate's Court, Randburg, corner of Selkirk and Jan Smuts Drive, on Tuesday, 21 February 1995 at 14:30:

Nedcor Bank Limited, Execution Creditor

The hereinafter-mentioned properties/rights of leasehold will be put up for sale, the material conditions of sale being:

1. The property/right of leasehold shall be sold to the highest bidder, without reserve, voetstoots, and subject to the Magistrates' Courts Act, 1944.
2. The purchaser shall pay 10% (ten per centum) of the purchased price plus 4% (four per centum) Sheriff's commission on date of sale and the balance plus interest at Plaintiff's current lending rates of transfer, to be secured by acceptable guarantees within fourteen (14) days of the sale.
3. Full conditions of sale can be inspected at the Sheriff's Office, Northview, Unit 2, 45 Richard Drive, Halfway House and will be read out prior to the sale:

Case 10393/94.

Judgment Debtors: Christina Johanna Hebrard and Bruno Rodney Hebrard.

Property: Portion 2 of Holding 258, President Park Agricultural Holdings, Registration Division IR, Transvaal, situated at Portion 2 of Holding 258, President Park Agricultural Holdings, West Road.

Improvements: Dwelling-house consisting of three bedrooms, bathroom, kitchen, dining-room and lounge.

File Ref.: LN3905/4.

L. J. van den Heever, for Schumanns Attorneys, 12 Voortrekker Street, P.O. Box 67, Kempton Park.

Saak 2232/94

IN DIE LANDDROSHOF VIR DIE DISTRIK RANDFONTEIN GEHOU TE RANDFONTEIN

In die saak tussen **National Homes**, Eiser, en **mnr. Sekaga**, Verweerder

Ingevolge 'n uitspraak in die Landdroshof te Randfontein op 17 Augustus 1994 en 'n lasbrief vir eksekusie gedateer 27 September 1994 sal die volgende eiendomme op 24 Februarie 1995 om 14:15, voor die Landdroshof, Pollockstraatingang, Randfontein, aan die hoogste bieder verkoop word:

Erf 3710, Mohlakeng-dorpsgebied, Registrasieafdeling IQ, Transvaal, groot 335 (driehonderd vyf-en-dertig) vierkante meter, gehou kragtens Akte van Transport TE58052/1992, ook bekend as Ndabazabuntstraat 3710-uitbreiding 2, Mohlakeng, Randfontein, met die volgende verbeterings daarop, waarvoor geen waarborg verskaf word nie:

Woonhuis met gewone buitegeboue.

Verkoopvoorwaardes:

1. Die eiendom sal aan die hoogste bieder verkoop word, onderhewig aan die bepalinge en voorwaardes van die Landdroshofwet, die reëls daarkragtens uitgevaardig en die titelvoorwaardes in soverre dit van toepassing is.
2. Die koopprys sal betaal word teen 10% (tien persent) daarvan in kontant op die dag van die veiling, die balans van die koopprys plus enige rente betaalbaar, sal in kontant teen registrasie van transport van die eiendom in die naam van die koper betaalbaar wees, maar moet intussen tyd verseker word deur 'n anvaarbare bank- of bouverenigingwaarborg.
3. Die eiendom word voetstoots verkoop en nóg die Balju nóg die Vonnisskuldeiser sal aanspreeklik gehou word vir enige gebreke, latent of andersins, aan of in die eiendom.

Die volle verkoopvoorwaardes kan by die kantoor van die Balju, te Parkstraat 40, Randfontein, nageslaan word.

Geteken te Randfontein op hierdie 16de dag van Januarie 1995.

C. J. le Roux, Parkstraat 5, Randfontein; Posbus 8, Randfontein, 1760. (Tel. 412-2820.) (Verw. mev. Nolan-lw.)

Case 6189/92

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

In the matter between **NBS Bank Limited**, Plaintiff, and **Potgieter Clarence Christoffel Ronald**, Defendant

Kindly take notice that pursuant to a judgment of the above Honourable Court granted on 16 September 1992 and subsequent warrant of execution the following property will be sold in execution on 24 February 1995 at 10:00, at the offices of the Sheriff's, 14A Beaconsfield, Vereeniging, namely:

A single storey residential building of bricks walls and tiled roof. Consisting of lounge, kitchen, two bedrooms, bathroom and w.c. The boundary is fenced. The property is zoned Residential and is situated at 6 Erigon Crescent, Ennerdale Extension 2. Portion 6 of Erf 6629, Ennerdale Extension 2 Township. No garage.

The property is zoned Residential and is situated at 6 Erigon Crescent, Ennerdale Extension.

An take further notice that the conditions of sale which will lie for inspection at the offices of the Sheriff of the Court, and contain *inter alia* the following provisions:

1. The sale will be held by public auction and without reserve and will be voetstoots.
2. The price shall bear interest at the rate current from time to time in terms of Mortgage Bond, over the property, held by the Plaintiff from date of sale to date of payment.
3. Immediately after the sale the purchaser shall sign the conditions of sale which can be inspected at the Sheriff's office, Vereeniging.

4. The purchaser shall pay all the amounts necessary to obtain transfer of the property, including all costs of transfer, transfer duty, any rentals and other charges due to the local authority, interest etc.

5. The purchaser shall be paid as 10% (ten per cent) thereof together with the Sheriff's auction charges of 4% (four per cent) of the sale, in cash or by bank-guaranteed cheque, and the unpaid balance together with interest on the full purchase price, to be paid or secured by a bank or building society guarantee within 14 (fourteen) days from the date of sale.

6. Failing compliance with the provisions of the conditions of sale, the purchaser may be compelled to pay 10% (ten per cent) of the purchase price as "rouwkoop".

7. The full conditions of sale are available for inspection at the office of the Sheriff, Vereeniging.

Dated at Vereeniging on this 23rd day of January 1995.

McLoughlin, Porter & Venter Ing., 31 Merriman Avenue, P.O. Box 931, Vereeniging. [Tel. (016) 22-5161.]

Saak 77150/94

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **ABSA Bank Bepark**, Eiser, en **Kamar O'Dean Dauds**, Eerste Verweerder en **Margaret Stefheline Davids**, Tweede Verweerder

Kennis word hiermee gegee dat ingevolge 'n uitspraak van bogemelde Agbare Hof in bogemelde saak op 7 Desember 1994 en ter uitvoering van 'n lasbrief vir eksekusie, sal die Balju, Pretoria-Noordoos, op 28 Februarie 1995 om 10:00, die ondervermelde eiendom in eksekusie verkoop te N.G. Sinodale Sentrum, Visagiestraat 234, Pretoria, aan die hoogste bieder:

Die eiendom wat aldus te koop aangebied word, staan bekend as Rudolphlaan 376, Eersterust, en word omskryf as:

Erf 525, Eersterust-uitbreiding 2, groot 377 vierkante meter.

Die eiendom bestaan na bewering, maar sonder waarborg, uit 'n woning van steen onder metaaldak, sitkamer, eetkamer, kombuis, drie slaapkamers, twee badkamers, teëls en volvloermatte. Buitegeboue: Drie Personeelkamers en stoorkamer.

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

Gemelde eiendom sal verkoop word op die voorwaardes wat uitgelees sal word deur die Balju ten tye van die verkoping, welke voorwaardes nagegaan kan word by die kantore van die Balju, Pretoria-Noordoos, Pretoriusstraat 1210, Hatfield, Pretoria.

Geteken te Pretoria hierdie 24ste dag van Januarie 1995.

Couzyn Hertzog & Horak Ing., Praetor Forumgebou, Van der Waltstraat 269, Pretoria. (Tel. 322-8780.) (Verw. mev. Malherbe)

Saak 77151/94

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **ABSA Bank Bepark**, Eiser, en **Renier Crause**, Verweerder

Kennis word hiermee gegee dat ingevolge 'n uitspraak van bogemelde Agbare Hof in bogemelde saak op 14 Desember 1994 en ter uitvoering van 'n lasbrief vir eksekusie, sal die Balju, Pretoria-Sentraal, op 28 Februarie 1995 om 10:00, die ondervermelde eiendom in eksekusie verkoop te N.G. Sinodale Sentrum, Visagiestraat 234, Pretoria, aan die hoogste bieder:

Die eiendom wat aldus te koop aangebied word, staan bekend as Kerrywoonstelle 406, Troyestraat 205, Muckleneuk, Pretoria, en word omskryf as:

'n Eenheid bestaande uit Deel 30 soos aangetoon en meer volledig beskryf op Deelplan SS21/1982 (die deelplan) in die gebou of geboue bekend as Kerry, geleë te Erf 82, Muckleneuk, Stadsraad van Pretoria, waarvan die deel se vloeroppervlakte, volgens die genoemde deelplan 68 vierkante meter groot is (die deel verbind); en

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

Die eiendom bestaan na bewering, maar sonder waarborg, uit sitkamer, kombuis, een-en-'n-halwe slaapkamers, badkamer, teëls en volvloermatte.

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

Gemelde eiendom sal verkoop word op die voorwaardes wat uitgelees sal word deur die Balju ten tye van die verkoping, welke voorwaardes nagegaan kan word by die kantore van die Balju, Pretoria-Sentraal, Messcor-huis, Margarethastraat 30, Pretoria-Sentraal.

Geteken te Pretoria hierdie 24ste dag van Januarie 1995.

Couzyn Hertzog & Horak Ing., Praetor Forumgebou, Van der Waltstraat 269, Pretoria. (Tel. 322-8780.) (Verw. mev. Malherbe)

Saak 10522/93

IN DIE LANDDROSHOF VIR DIE DISTRIK PIETERSBURG GEHOU TE PIETERSBURG

In die saak tussen **ABSA Bank Beperk**, handeldrywende as Bankfin, Eiser, en **N. I. Sithole**, Verweerder

Ten uitvoerlegging van 'n vonnis wat die Landdroshof van Pietersburg, toegestaan het op 10 Januarie 1994 en 'n lasbrief vir eksekusie uitgereik in opvolging daarvan, sal die ondergemelde eiendom in eksekusie verkoop word op 17 Maart 1995 om 10:00, te die Landdroskantoor, Landdros Marestraat, Pietermaritzburg, aan die hoogste bieder, naamlik:

Erf 3869, geleë in die dorp Pietersburg-uitbreiding 11, Registrasieafdeling LS, Transvaal, groot 1 013 (eenduisend en dertien) vierkante meter, gehou kragtens Akte van Transport T7102/1994.

Terme: Die veilingskosten plus 10% (tien persent) van die koopprys in kontant betaalbaar ten tye van verkoping en die balans tesame met rente soos in die verkoopvoorwaardes uiteengesit moet verseker word deur 'n goedgekeurde bank- of bougenootskapwaarborg binne 30 (dertig) dae vanaf datum van verkoping. Volledige besonderhede van die verkoopvoorwaardes wat onmiddellik voor die aanvang van die verkoping gelees sal word, is ter insae by die kantore van die Balju te Pietersburg en kan te enige tyd gedurende kantoorure geïnspekteer word.

Aldus gedoen en geteken te Pietersburg op hede die 19de dag van Januarie 1995.

P. C. Calitz, vir Steytler Nel & Calitz, Pioniersentrum, Marestraat 52, Posbus 496, Pietersburg, 0700.

Case 14777/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **Nedcor Bank Limited**, formerly Nedperm Bank Limited, Plaintiff, and **Yusuf Ally**, First Defendant, and **Rabia Ally**, Second Defendant

A sale by public auction without a reserve price will be held by the Sheriff, Pretoria South, at 142 Struben Street, Pretoria, on 22 February 1995 at 10:00, of the following property:

Erf 1201, Heuweloord Extension 2 Township, Registration Division JR, Transvaal, measuring 1 645 square metres, held by the Defendants under Deed of Transfer T20988/1992.

This property is situated at 7 Taaibos Street, Heuweloord, Pretoria.

The property is improved as follows:

Three bedrooms, lounge, kitchen, dining-room, bathroom/toilet and garage. Single storey dwelling-house.

No guarantee is given as to the nature and extent of the property or as to the improvements on the property.

The full conditions of sale can be inspected at the Sheriff's Offices, at Edenpark, Plot 83, corner of Gerhardts Street and West Avenue, Lyttelton Agricultural Holdings, Verwoerdburg.

Dated at Pretoria on this the 23rd day of January 1995.

Rooth & Wessels, Plaintiff's Attorneys, 38 Church Square, Pretoria. [Tel. (012) 325-2940.] (Ref. N. K. Petzer/eg.)

Case 1741/94

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 **Bertina Cecilia Adriana Huisamen**, First Defendant, and **Riaan White**, Second Defendant

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

Certain:

(a) Section 2 as shown and more fully described on Sectional Plan SS74/1988 in the scheme known as Fontein 33 in respect of the land and buildings situated at Portion 33 of Erf 2543 in the Township of Garsfontein Extension 10, measuring with a floor area of 128 square metres, situated 837B St Bernhard Avenue, Garsfontein Extension 10.

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

Terms and conditions:

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

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

Description of property: Duet. Lounge, dining-room, kitchen, three bedrooms, two bathrooms, shower and two w.c.'s.
Outbuildings: Double garage.

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 142 Struben Street, Pretoria.

Signed at Pretoria on this 26th day of January 1995.

Shapiro & De Meyer Inc., Third Floor, Shapiro Chambers, Bureau Lane, Pretoria. (Ref. Mrs Tkartoudes/eab/N1134.)

Saak 85686/94

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN JOHANNESBURG GEHOU TE JOHANNESBURG

In die saak tussen **Eerste Nasionale Bank Beperk**, Eiser, en **M. M. Sithole**, Eerste Verweerder, en **N. R. Sithole**, Tweede Verweerder

Ingevolge 'n vonnis van die Landdroshof te Johannesburg en 'n lasbrief vir eksekusie gedateer 29 Oktober 1994, sal die volgende eiendom in eksekusie verkoop word te die Balju se kantore, Prince Georgelaan 439, Brakpan, op 3 Maart 1995 om 11:00, aan die hoogste bieder naamlik:

Erf 33452, Tsakane Extension 1-dorpsgebied, Registrasieafdeling IR, Transvaal, groot 317 (driehonderd-en-sewentien) vierkante meter; gehou kragtens Transportakte TL40785/93, ook bekend as 655 Tsakane-uitbreiding 1, Brakpan.

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

Hoofgebou: Enkelverdieping, twee slaapkamers, gang, badkamer, kombuis en sitkamer. Geen buitegeboue. **Titelakte voorwaarde:** Streng vir woningsdoeleindes alleenlik.

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

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

Gedateer te Johannesburg op 17 Januarie 1995.

Brian Alberts & Vennote, Eerste Verdieping, Proteasentrum, hoek van High- en Fortunastraat, Brixton. (Verw. Alberts JAA 92/94B.)

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

All the sales in execution are to be held at the offices of the Sheriff, Johriahof, 4 Du Plessis Street, Florentia, Alberton, on Wednesday, 22 February 1995 at 10:00.

Nedcor Bank Limited in the Execution Creditor.

The hereinafter mentioned properties/rights of leasehold will be put up for sale, the material conditions of sale being:

1. The property/right of leasehold shall be sold to the highest bidder without reserve, voetstoots, and subject to the Magistrates' Courts Act, 1944.
2. The purchaser shall pay 10% (ten per centum) of the purchase price plus the Sheriff's commission in cash or acceptable bank-guaranteed cheque on the date of sale and the balance plus interest at Plaintiff's current lending rates plus transfer costs on transfer, to be secured by acceptable guarantees within fourteen (14) days of the sale.
3. Full conditions of sale can be inspected at the Sheriff's office and will be read out prior to the sale.
4. Improvements as set out hereunder are not guaranteed.

Case No.: 4013/94

Judgment Debtor: Siphso John Hlatshwayo.

Property: Erf 1998 (formerly 584) Likole Extension 1 Township, Registration Division IR, Transvaal, situated at 1998 (formerly 584) Likole Extension 1, Katlehong.

Improvements: Detached single storey brick built residence under iron roof comprising two rooms other than kitchen.

Reference: MH0030.

Case No.: 7331/94

Judgment Debtors: Bongene William Mashaba and Maliepetsana Monica Mashaba.

Property: Right of leasehold over Erf 8611, Tokoza Township, Registration Division IR, Transvaal, situated at Erf 8611, Tokoza.

Improvements: Detached single storey brick built residence under iron roof comprising three rooms other than kitchen, bathroom and toilet with outbuildings of a similar construction comprising servants' quarters.

Reference: MM0715.

Case No.: 1815/94

Judgment Debtor: Louis Matyolo.

Property: Right of leasehold over Erf 9415, Tokoza Extension 2 Township, Registration Division IR, Transvaal, situated at Erf 9415, Tokoza Extension 2.

Improvements: Detached single storey brick built residence under tiled roof comprising two rooms other than kitchen and bathroom with outbuildings of a similar construction comprising toilet.

Reference: MM0536.

Case No.: 8156/94

Judgment Debtors: Phaphu Johannes Mphuthi and Martha Nomalane Mphuthi.

Property: Erf 2801 (formerly 8) Likole Extension 1 Township, Registration Division IR, Transvaal, situated at Erf 2801 (formerly 8) Likole Extension 1, Katlehong.

Improvements: Detached single storey brick built residence under iron roof comprising three rooms other than kitchen and toilet.

Reference: MM0729.

Case No.: 7248/94

Judgment Debtor: **Themba John Ngwane.**

Property: Right of leasehold over Erf 325, Mokoena Township, Registration Division IR, Transvaal, situated at Erf 325, Mokoena, Katlehong.

Improvements: Detached single storey brick built residence under asbestos roof comprising three rooms other than kitchen and toilet.

Reference: MN0211.

Case No.: 8045/89

Judgment Debtors: **Makhebelenjane Jonas Ngwenya and Feya Elizabeth Ngwenya.**

Property: Erf 2788 (formerly 561) Likole Extension 1 Township, Registration Division IR, Transvaal, situated at Erf 2788 (formerly 561) Likole Extension 1, Katlehong.

Improvements: Detached single storey brick built residence under iron roof comprising three rooms other than kitchen and bathroom.

Reference: MN0209.

Case No.: 8417/94

Judgment Debtors: **Jeremiah Nhlathi and Nomuso Dorin Nkosi.**

Property: Right of leasehold over Erf 2841, Tokoza Extension 1 Township, Registration Division IR, Transvaal, situated at Erf 2841, Tokoza Extension 1.

Improvements: Detached single storey brick built residence under asbestos roof comprising three rooms other than kitchen and bathroom.

Reference: MN0219.

Case No.: 7252/94

Judgment Debtors: **Vusi Daniel Nhlapo and Thandi Nhlapo.**

Property: Erf 2728 (formerly 500) Likole Extension 1 Township Registration Division IR, Transvaal, situated at Erf 2728 (formerly 500) Likole Extension 1, Katlehong.

Improvements: Detached single storey brick built residence under iron roof comprising three rooms other than kitchen, bathroom and toilet.

Reference: MN0212.

Case No.: 8246/94

Judgment Debtors: **Ndita Job Nyati and Thoko Ester Nyati.**

Property: Erf 2725 (formerly 526) Likole Extension 1 Township, Registration Division IR, Transvaal, situated at Erf 2725 (formerly 526) Likole Extension 1, Katlehong.

Improvements: Detached single storey brick built residence under tiled roof comprising five rooms other than kitchen, bathroom and toilet with outbuildings of a similar construction comprising toilet.

Reference: MN0216.

Case No.: 7273/93

Judgment Debtor: **Victoria Thoko Silangwe.**

Property: Erf 1914 (formerly 812) Likole Extension 1 Township, Registration Division IR, Transvaal, situated at Erf 1914 (formerly 812) Likole Extension 1, Katlehong.

Improvements: Detached single storey brick built residence under iron roof comprising a room other than kitchen and toilet.

Reference: MS0064.

Case No.: 8418/94

Judgment Debtor: **Elijah Daniel Sithole.**

Property: Right of leasehold over Erf 8637, Tokoza Township, Registration Division IR, Transvaal, situated at Erf 8637, Tokoza.

Improvements: Detached single storey brick built residence under iron roof comprising a room other than kitchen with outbuildings of a similar construction comprising two rooms, toilet and shower.

Reference: MS0124.

Case No.: 8572/94

Judgment Debtors: **Ntsoaki Victoria Thasi and Thato Mirriam Thasi.**

Property: Right of leasehold over Erf 7018, Tokoza Township, Registration Division IR, Transvaal, situated at Erf 7018, Tokoza.

Improvements: Detached single storey brick built residence under iron roof comprising three rooms other than kitchen and toilet.

Reference: MT0083.

Case No.: 5407/94**Judgment Debtor: Jomayima Deliwé Xaba.****Property:** Erf 2011 (formerly 571) Likole Extension 1 Township, Registration Division IR, Transvaal, situated at Erf 2011 (formerly 571) Likole Extension 1, Katlehong.**Improvements:** Detached single storey brick built residence under iron roof comprising two rooms other than kitchen and toilet.**Reference:** MX0011.**Case No.: 4567/94****Judgment Debtor: Mazwe Callina Zwane.****Property:** Right of leasehold over Erf 740, Radebe Township, Registration Division IR, Transvaal, situated at Erf 740, Radebe, Katlehong.**Improvements:** A complex of shops and offices under iron roof with outbuildings of a similar construction comprising servants' quarters and toilet.**Reference:** MZ0014.**H. R. Jaskolka, for Henry Tucker & Partners, Attorneys for Plaintiff, Sixth Floor, Permanent Building, 165 Meyer Street, Germiston.**

For further details contact Miss Kent. [Tel. (011) 825-1015.]

**Case 51093/88
PH 157****IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF JOHANNESBURG HELD AT JOHANNESBURG**In the matter between **Natal Building Society Limited** (now known as NBS Bank Limited) (Reg. No. 87/01384/06),
Judgment Creditor, and **Ntinga Domingo Garrine**, Judgment Debtor

In pursuance of a judgment in the Court of the Magistrate, Johannesburg, District of Johannesburg, and writ of execution the property listed hereunder which was attached on 14 March 1994, will be sold in execution on Friday, 24 February 1995 at 10:00, in front of the Magistrate's Court-house, Fox Street entrance of the Magistrate's Court, Johannesburg, to the highest bidder:

Erf 3, in the Township of Diepkloof Extension, Registration Division IQ, Transvaal, in extent 430 (four hundred and thirty) square metres, situated at 3 Diepkloof Extension, Soweto.**The following improvements are reported to be on the property, but nothing is guaranteed: Residence, single storey, built of bricks and painted plaster under tiled roof.****Floors:** Fitted carpets and tiles, comprising lounge, dining-room, kitchen, three bedrooms, bathroom and w.c.**Outbuildings:** Garage.**Improvements:** Boundary fencing and porch.**Conditions of sale:** The purchase price will be payable as to a deposit in cash of 10% (ten per cent) and the balance against transfer.

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff for the Magistrate's Court, Johannesburg West, Second Floor, T.F.C. House, 32 Von Brandis Street, Johannesburg. A substantial bank loan can be raised for an approved purchaser with prior approval.

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

Melman & McCarthy, Plaintiff's Attorneys, Suite 301, His Majesty's Building, Joubert Street, Johannesburg. (Tel. 838-4731.) (Ref. D. McCarthy/J. Soma/MN2161.)**Case 11964/94****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 **Motebang Michael Mokete**, First Defendant, and **Nomvula Maria Mokete**, Second Defendant

In pursuance of a judgment in the Court for the Magistrate of Boksburg on 3 January 1995, and writ of execution issued pursuant thereto, the property listed hereunder will be sold in execution on 3 March 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 8226, Vosloorus Extension 9 Township, situated on 8226 Vosloorus Extension 9, in the Township of Vosloorus Extension 9, District of Boksburg, measuring 305 (three hundred and five) square metres.**The following improvements are reported to be on the property, but nothing is guaranteed: Building built of brick and plaster, tiled roof comprising a dining-room, two bedrooms, kitchen and a bathroom with w.c.****The conditions of sale:** The purchase price will be payable as to a deposit in cash of 10% (ten per cent) and the balance against transfer.

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

Dated at Boksburg on this the 23rd day of January 1995.

Hammond Pole & Dixon, Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 917-4631.) (Ref. A00501/Mrs Teixeira.)

Case 4552/94

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

In the matter between **ABSA Bank Limited** (United Bank Division) (Reg. No. 86/04794/06), Plaintiff, and **Matthew Green**, Defendant

In pursuance of a judgment in the Court for the Magistrate of Boksburg on 18 July 1994, and writ of execution issued pursuant thereto, the property listed hereunder will be sold in execution on 3 March 1995 at 11:15, at the Sheriff's Office, 182 Leeuwpoot Street, Boksburg, to the highest bidder:

Certain:

1. (i) Section 43, as shown and more fully described on Sectional Plan SS3/1990, in the scheme known as Olim Park, in respect of the land and building or buildings, situated at Ravenswood Extension 11 Township, Boksburg Local Authority, of which the floor area, according to the said sectional plan is 74 (seventy-four) square metres, in extent ("the mortgaged section"); and

(ii) an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the sectional plan held under Deed of Transfer ST6316/1993.

2. An exclusive use area described as Olim Park Parking P43, measuring 13 (thirteen) square metres, being as such part of the common property, comprising the land and the scheme, known as Olim Park, in respect of the land and building or buildings, situated at Ravenswood Extension 11 Township, Local Authority Boksburg, as shown and more fully described on Sectional Plan SS3/1990, held under Notarial Deed of Cession SK391/1993, also known as 43 Olim Park, Paul Smit Street, Boksburg.

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, two bedrooms, kitchen, bathroom with a shower and a w.c. and single 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, Boksburg.

Dated at Boksburg on this the 23rd day of January 1995.

Hammond Pole & Dixon, Attorney for Plaintiff, Second Floor, Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 917-4631.) [Ref. Mrs Teixeira/U00186 (UB186).]

Case 7452/94

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

In the matter between **ABSA Bank Limited** (United Bank Division) (Reg. No. 86/04794/06), Plaintiff, and **Lodewickus Johannes Kruger**, First Defendant, and **Johanna Francina Kruger**, Second Defendant

In pursuance of a judgment in the Court for the Magistrate of Boksburg on 8 August 1994, and writ of execution issued pursuant thereto, the property listed hereunder will be sold in execution on 24 February 1995 at 11:15, at the office of the Sheriff, 182 Leeuwpoot Street, Boksburg, to the highest bidder:

Certain Erf 114, Lilianton Township, situated on 31 Calla Avenue, Lilianton, in the Township of Lilianton, District of Boksburg, measuring 1 071 (one thousand 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 of a lounge, dining-room, family room, study, kitchen, three bedrooms, bathroom with w.c., bathroom with shower and w.c., double garage, 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 20th day of January 1995.

Hammond Pole & Dixon, Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 917-4631.) (Ref. U00240/Mrs Teixeira.)

Case 10067/94

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 **Cornelius Petrus Kruger**, First Defendant, and **Rhona Winnefred Kruger**, 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 3 March 1995 at 11:15, at the office of the Sheriff, 182 Leeuwpoot Street, Boksburg, to the highest bidder:

Certain: Erf 1008, Van Dykpark Township, situated on 12 Laurel Street, Van Dykpark, in the Township of Van Dykpark, District of Boksburg, measuring 763 (seven hundred and sixty-three) square metres.

The following improvements are reported to be on the property, but nothing is guaranteed: Building built of brick and plaster, tiled roof, comprising a lounge, dining-room, kitchen, bathroom with a w.c., three bedrooms, garage, two workshops, 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 20th day of January 1995.

Hammond Pole & Dixon, Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 917-4631.) (Ref. A00348/Mrs Teixeira.)

Case 8507/94

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 **Alan Paul Haskins**, First Defendant, and **Jacqueline Haskins**, Second Defendant

In pursuance of a judgment in the Court for the Magistrate of Boksburg, on 21 September 1994, and writ of execution issued pursuant thereto the property listed hereunder will be sold in execution on 3 March 1995 at 11:15, at the office of the Sheriff, 182 Leeuwpoot Street, Boksburg, to the highest bidder:

Certain: Erf 498, Impalapak Township, situated on 13 Fougat Street, Impalapak, in the Township of Impalapak, District of Boksburg, measuring 953 (nine hundred and fifty-three) square metres.

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

Dated at Boksburg on this the 23rd day of January 1995.

Hammond Pole & Dixon, Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 917-4631.) (Ref. A00251/Mrs Teixeira.)

Case 17286/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **Standard Bank of South Africa Limited**, Plaintiff, and **Johannes Jakobus Gabriel Kyndell**, Defendant

A sale in execution of the undermentioned property is to be held on 3 March 1995 at 10:00, at the main entrance hall of the Magistrate's Court, General Hertzog Street, Vanderbijlpark.

Full conditions of sale can be inspected at the offices of the Sheriff of the Supreme Court, Suite C, Riebok Building, General Hertzog Street, Vanderbijlpark, and will also be read out by the Sheriff prior to the sale in execution.

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

Property: Erf 122, Vaaloewer, Registration Division IQ, Transvaal, measuring 897 square metres, held by Deed of Transfer T108728/1992.

Improvements: None.

Dated at Pretoria on this the 25th day of January 1995.

V. Stupel, for Hack Stupel & Ross, Attorneys for Plaintiff, Standard Bank Chambers; P.O. Box 2000, Pretoria. (Tel. 325-4185.) (Ref. Mr Stupel/ML VS 6944 BBV.)

Saak 7952/94

IN DIE LANDDROSHOF VIR DIE DISTRIK KLERKSDORP GEHOU TE KLERKSDORP

In die saak tussen **Nedcor Bank**, Eiser, en **Rakato Joseph Dithipe**, Eerste Verweerder, en **Edith Nonceba Dithipe**, Tweede Verweerder

Ingevolge 'n uitspraak van die Landdroshof, Klerksdorp, en lasbrief vir eksekusie teen goed met datum 11 November 1994, sal die ondervermelde eiendom op Vrydag, 3 Maart 1995 om 10:00, te Balju vir die Landdroshof, Leaskstraat 23, Klerksdorp, aan die hoogste bieder verkoop word, naamlik:

Alle reg, titel en belang in die huurpag ten opsigte van:

Erf 1135, Jouberton-uitbreiding 2-dorpsgebied, Registrasieafdeling IP, Transvaal, groot 260 vierkante meter.

Onderhewig aan die volgende voorwaardes:

1. Die eiendom sal voetstoots en sonder reserwe verkoop word aan die hoogste bieder, en die veiling sal onderworpe wees aan die voorwaardes van artikel 66 van die Wet op Landdroshowe van 1944, soos gewysig, onderhewig egter aan die goedkeuring van die Eerste Verbandhouer, Nedcor Bank.

2. Die koopprijs sal betaalbaar wees teen betaling van 10% (tien persent) van die koopprijs in kontant onmiddellik na afhandeling van die verkoop, en die onbetaalde balans tesame met rente daarop bereken teen 16,75% (sestien komma sewe vyf persent) per jaar tot datum van registrasie van transport, sal binne 21 (een-en-twintig) dae na datum van verkoop, betaal word of gewaarborg word as goedgekeurde bank- of bougenootskapwaarborg.

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

Buitegeboue: Geen.

4. *Voorwaardes van verkoop:* Die voorwaardes van verkoop in eksekusie mag gedurende kantoorure by die kantore van die Balju vir die Landdroshof, Leaskstraat 23, Klerksdorp, 2570, nagesien word.

Gedateer te Klerksdorp op hierdie 19de dag van Januarie 1995.

A. H. Snyman, vir J. J. Oosthuizen, Du Plooy & Vennote, Boomstraat, Permanentegebou, Eerste Verdieping, Posbus 22, Klerksdorp, 2570.

Saak 8719/94

IN DIE LANDDROSHOF VIR DIE DISTRIK KLERKSDORP GEHOU TE KLERKSDORP

In die saak tussen **Nedcor Bank**, Eiser, en **Marumo Ezekiel Nenzinane**, Eerste Verweerder, en **Vuyiswa Gladys Nenzinane**, Tweede Verweerder

Ingevolge 'n uitspraak van die Landdroshof Klerksdorp en lasbrief vir eksekusie teen goed met datum 25 November 1994, sal die ondervermelde eiendom op Vrydag, 3 Maart 1995 om 10:00, te Balju vir die Landdroshof, Leaskstraat 23, Klerksdorp, aan die hoogste bieder verkoop word, naamlik:

Alle reg, titel en belang in die huurpag ten opsigte van Erf 102, Jouberton-uitbreiding 4, Registrasieafdeling IP, Transvaal, groot 388 vierkante meter.

Onderhewig aan die volgende voorwaardes:

1. Die eiendom sal voetstoots en sonder reserwe verkoop word aan die hoogste bieder, en die veiling sal onderworpe wees aan die voorwaardes van artikel 66 van die Wet op Landdroshowe, 1944, soos gewysig, onderhewig egter aan die goedkeuring van die eerste Verbandhouer, Nedcor Bank.

2. Die koopprijs sal betaalbaar wees teen betaling van 10% (tien persent) van die koopprijs in kontant onmiddellik na afhandeling van die verkoop, en die onbetaalde balans tesame met rente daarop bereken teen 16,75% (sestien komma sewe vyf persent) per jaar tot datum van registrasie van transport, sal binne 21 (een-en-twintig) dae na datum van verkoop, betaal word of gewaarborg word as goedgekeurde bank- of bougenootskapswaarborg.

3. Die volgende verbeterings word beweer op die eiendom te wees maar word nie gewaarborg nie: 'n Enkelverdieping woning bestaande uit: Drie slaapkamers, twee badkamers, sitkamer, eetkamer, kombuis. Buitegeboue: Motorhuis.

4. *Voorwaardes van verkoop:* Die voorwaardes van verkoop in eksekusie mag gedurende kantoorure by die kantore van die Balju vir die Landdroshof, Leaskstraat 23, Klerksdorp, 2570, nagesien word.

Gedateer te Klerksdorp op hierdie 19de dag van Januarie 1995.

A. H. Snyman, vir J. J. Oosthuizen, Du Plooy & Vennote, Boomstraat, Permanente-gebou, Eerste Verdieping, Posbus 22, Klerksdorp, 2570.

Saak 13458/92

IN DIE LANDDROSHOF VIR DIE DISTRIK KLERKSDORP GEHOU TE KLERKSDORP

In die saak tussen **Nedcor Bank**, Eiser, en **Sekgopo Ezekiel Matsheka**, Eerste Verweerder, en **Matorong Elizabeth Matsheka**, Tweede Verweerder

Ingevolge 'n uitspraak van die Landdroshof Klerksdorp en lasbrief vir eksekusie teen goed met datum 13 Desember 1994, sal die ondervermelde eiendom op Vrydag, 3 Maart 1995 om 10:00, te Balju vir die Landdroshof, Leaskstraat 23, Klerksdorp, aan die hoogste bieder verkoop word, naamlik:

Alle reg, titel en belang in die huurpag ten opsigte van Erf 1485, Jouberton-uitbreiding 2-dorpsgebied, Registrasieafdeling IP, Transvaal, groot 260 vierkante meter.

Onderhewig aan die volgende voorwaardes:

1. Die eiendom sal voetstoots en sonder reserwe verkoop word aan die hoogste bieder, en die veiling sal onderworpe wees aan die voorwaardes van artikel 66 van die Wet op Landdroshowe, 1944, soos gewysig, onderhewig egter aan die goedkeuring van die eerste Verbandhouer, Nedcor Bank.

2. Die koopprijs sal betaalbaar wees teen betaling van 10% (tien persent) van die koopprijs in kontant onmiddellik na afhandeling van die verkoop, en die onbetaalde balans tesame met rente daarop bereken teen 16,75% (sestien komma sewe vyf persent) per jaar tot datum van registrasie van transport, sal binne 21 (een-en-twintig) dae na datum van verkoop, betaal word of gewaarborg word as goedgekeurde bank- of bougenootskapswaarborg.

3. Die volgende verbeterings word beweer op die eiendom te wees maar word nie gewaarborg nie: 'n Enkelverdieping woning bestaande uit: Drie slaapkamers, twee badkamers, kombuis, eetkamer, sitkamer. Buitegeboue: Motorhuis.

4. *Voorwaardes van verkoop:* Die voorwaardes van verkoop in eksekusie mag gedurende kantoorure by die kantore van die Balju vir die Landdroshof, Leaskstraat 23, Klerksdorp, 2570, nagesien word.

Gedateer te Klerksdorp op hierdie 19de dag van Januarie 1995.

A. H. Snyman, vir J. J. Oosthuizen, Du Plooy & Vennote, Boomstraat, Permanente-gebou, Eerste Verdieping, Posbus 22, Klerksdorp, 2570.

Saak 1299/93

IN DIE LANDDROSHOF VIR DIE DISTRIK SOSHANGUVE GEHOU TÊ SOSHANGUVE

In die saak tussen **Khayaletu Home Loans**, Eiser, en **M. S. Motsweni**, Eerste Verweerder, en **A. B. Motsweni**, 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 10 Maart 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 213, Blok GG, tesame met die verbeteringe of geboue daarop geleë in die dorpsgebied Soshanguve, gehou kragtens Akte van Transport van Huurpag TL745/90, grootte 313 (driehonderd-en-dertien) vierkante meter, verbeterings (ten opsigte waarvan egter geen waarborg gegee kan word nie).

Losstaande baksteen en/of sement woonhuis 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 belans 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 25ste dag van Januarie 1995.

C. J. van Wyk, vir Hack Stupel & Ross, HSR-gebou, Emily Hobhouselaan 264, Pretoria-Noord. (Verw. Mnr. Van Wyk/B49/175/EJ.)

Saak 5720/94

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

In die saak tussen **First National Bank of SA Ltd**, Eiser, en **J. H. van Eijk**, handeldrywend as Van Eijk Sekuriteit, 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 10 Maart 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 319, Ottostraat, Hammanskraal, tesame met die verbeteringe of geboue daarop geleë in die dorpsgebied Hammanskraal, gehou kragtens Akte van Transport van Huurpag T48691/93, grootte 943 (negehonderd drie-en-veertig) vierkante meter, verbeterings (ten opsigte waarvan egter geen waarborg gegee kan word nie).

Bestaande uit 'n leë erf.

Die wesentlike voorwaardes van verkoop is:

1. Voetstoots en sonder reserwe.
2. Deposito van 10% (tien persent) kontant by toeslaan van bod. Waarborg vir belans 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 24ste dag van Januarie 1995.

C. J. van Wyk, vir Hack Stupel & Ross, HSR-gebou, Emily Hobhouselaan 264, Pretoria-Noord. (Verw. Mnr. Van Wyk/H54/28/EJ.)

Saak 5727/94

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

In die saak tussen **First National Bank of SA Limited**, Eiser, en **J. H. van Eijk**, 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 10 Maart 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 320, Ottostraat, Hammanskraal, tesame met die verbeteringe of geboue daarop geleë in die dorpsgebied Hammanskraal, gehou kragtens Akte van Transport van Huurpag T89129/92, grootte 1 170 (eenduisend eenhonderd 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, twee badkamers, kombuis, TV-kamer, studeerkamer, eetkamer en drie 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 24ste dag van Januarie 1995.

C. J. van Wyk, vir Hack Stupel & Ross, HSR-gebou, Emily Hobhouselaan 264, Pretoria-Noord. (Verw. Mnr. Van Wyk/H54/29/EJ.)

Saak 6045/94

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

In die saak tussen **Khayaletu Home Loans**, Eiser, en **Z. A. Shoko**, Eerste Verweerder, en **D. M. Shoko**, 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 10 Maart 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 22157, tesame met die verbeteringe of geboue daarop geleë in die dorpsgebied Mamelodi-uitbreiding 4, gehou kragtens Akte van Transport van Huurpag TL110076/92, grootte 276 (tweehonderd 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, 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 24ste dag van Januarie 1995.

C. J. van Wyk, vir Hack Stupel & Ross, HSR-gebou, Emily Hobhousestraat 264, Pretoria-Noord. (Verw. Mnr. Van Wyk/B49/241/EJ.)

Saak 524/92

IN DIE LANDDROSHOF VIR DIE DISTRIK SOSHANGUVE GEHOU TE SOSHANGUVE

In die saak tussen **The African Bank Limited**, Eiser, en **Letsedi Samuel Mamahlodi**, 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 10 Maart 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 44, Blok K, tesame met die verbeteringe of geboue daarop geleë in die dorpsgebied Soshanguve, gehou kragtens Akte van Transport van Huurpag T47111/92, grootte 360 (driehonderd en sestig) 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, aparte toilet 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 23ste dag van Januarie 1995.

C. J. van Wyk, vir Hack Stupel & Ross, HSR-gebou, Emily Hobhousestraat 264, Pretoria-Noord. (Verw. Mnr. Van Wyk/A15/46/EJ.)

Saak 7796/94

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

In die saak tussen **Khayaletu Home Loans**, Eiser, en **M. J. Mnuwenya**, Eerste Verweerder, en **C. Mnuwenya**, 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 10 Maart 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 21690, tesame met die verbeteringe of geboue daarop geleë in die dorpsgebied Mamelodi-uitbreiding 3, gehou kragtens Akte van Transport van Huurpag T8819/89, grootte 455 (vierhonderd vyf-en-vyftig) vierkante meter.

Verbeterings (ten opsigte waarvan egter geen waarborg gegee kan word nie): Losstaande baksteen- en/of sementwoonhuis onder sinkdak, bestaande uit: Sitkamer, badkamer, aparte toilet, 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 25ste dag van Januarie 1995.

C. J. van Wyk, vir Hack Stupel & Ross, HSR-gebou, Emily Hobhousestraat 264, Pretoria-Noord. (Verw. Mnr. Van Wyk/B49/148/EJ.)

Saak 7500/94

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

In die saak tussen **Khayaletu Home Loans**, Eiser, en **M. S. Chiloane**, Eerste Verweerder, en **M. M. Chiloane**, 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 10 Maart 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 21456, tesame met die verbeteringe of geboue daarop geleë in die dorpsgebied Mamelodi-uitbreiding 3, gehou kragtens Akte van Transport van Huurpag T6952/94, grootte 350 (driehonderd en vyftig) vierkante meter.

Verbeterings (ten opsigte waarvan egter geen waarborg gegee kan word nie): Losstaande baksteen en/of sement woonhuis onder sinkdak bestaande uit: Sitkamer, badkamer met aparte toilet, 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 24ste dag van Januarie 1995.

C. J. van Wyk, vir Hack Stupel & Ross, HSR-gebou, Emily Hobhousestraat 264, Pretoria-Noord. (Verw. mnr. Van Wyk/B49/277/EJ.)

Saak 5095/94

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

In die saak tussen **Khayaletu Home Loans**, Eiser, en **J. Kokela**, Eerste Verweerder, en **N. L. Kokela**, 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 3 Maart 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 23607, tesame met die verbeteringe of geboue daarop geleë in die dorpsgebied Mamelodi-uitbreiding 4, gehou kragtens Akte van Transport van Huurpag TL19086/92, grootte 285 (tweehonderd vyf-en-tagtig) vierkante meter.

Verbeterings (ten opsigte waarvan egter geen waarborg gegee kan word nie): Losstaande baksteen en/of sement woonhuis 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 25ste dag van Januarie 1995.

C. J. van Wyk, vir Hack Stupel & Ross, HSR-gebou, Emily Hobhousestraat 264, Pretoria-Noord. (Verw. mnr. Van Wyk/B49/209/EJ.)

Case 27416/94

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **The Conifer Nursery CC**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of the Sheriff, Krugersdorp, Klaburn Court, 22B Ockerse Street, Krugersdorp, on Wednesday, 22 February 1995 at 10:00, of the undermentioned property of the Defendant on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff prior to the sale:

Certain: Holding 27, Protea Ridge Agricultural Holdings, Registration Division IQ, Transvaal; situation 27 Honingklip Road, Protea Ridge, area 8,5653 (eight comma five six five three) hectares.

Improvements (not guaranteed): A commercial property (subdivision not finalized) comprising a nursery and a main building consisting of an office, reception area, kitchenette, ablution under iron roof.

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

Dated at Johannesburg on this the 24th day of January 1995.

Maisels Smit & Lowndes, Attorneys for Plaintiff, Second Floor, Nedbank park, 13 Girton Road, Parktown, Johannesburg. (Tel. 484-1777.) (Ref. NQ127E/mgh/tf.)

Case 7304/93

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Buys, Quinton Delrick**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of Sheriff, Johannesburg South (Lenasia North), at 131 Marshall Street, Johannesburg, on Thursday, 23 February 1995 at 10:00, of the undermentioned property of the Defendant on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff prior to the sale:

Certain: Erf 3031, Eldorado Park Extension 3 Township, Registration Division IQ, Transvaal, situation 667 Mahonie Crescent, Eldoradopark Extension 3, area 297 (two hundred and ninety-seven) square metres.

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

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

Dated at Johannesburg on this the 11th day of January 1995.

Maisels Smit & Lowndes, Attorneys for Plaintiff, Second Floor, Nedbank Park, 13 Girton Road, Parktown, Johannesburg.
(Tel. 484-1777.) (Ref. NV7E/mgh.)

Case 16784/93

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Mzamo: Phumzile Samuel**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of Sheriff, Johannesburg South, at 131 Marshall Street, Johannesburg, on Thursday, 23 February 1995 at 10:00, of the undermentioned property of the Defendant on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff, prior to the sale:

Certain Erf 706, Naturena Township, Registration Division IQ, Transvaal, situation 177 Malta Street, Naturena, area 940 (nine hundred and forty) square metres.

Improvements (not guaranteed): Three bedrooms, two bathrooms, kitchen, lounge/entrance hall, dining-room, family room, under tiled roof, outside ablutions 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 11th day of January 1995.

Maisels Smit & Lowndes, Attorneys for Plaintiff, Second Floor, Nedbank Park, 13 Girton Road, Parktown, Johannesburg.
(Tel. 484-1777.) (Ref. NY49E/mgh.)

Case 20055/94

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Samuels: Philip**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of Sheriff, Johannesburg South, at 131 Marshall Street, Johannesburg, on Thursday, 23 February 1995 at 10:00, of the undermentioned property of the Defendant on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff, prior to the sale:

Certain Erf 75, Meredale Township, Registration Division IQ, Transvaal, situation 39 Amy Street, Meredale, area 2 026 (two thousand and twenty-six) square metres.

Improvements (not guaranteed): Entrance hall, lounge, dining-room, family room, study, four bedrooms, two bathrooms, toilet/washbasin, kitchen, pantry, three carports, swimming-pool, under tiled roof, property enclosed and staff quarters with ablutions.

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 11th day of January 1995.

Maisels Smit & Lowndes, Attorneys for Plaintiff, Second Floor, Nedbank Park, 13 Girton Road, Parktown, Johannesburg.
(Tel. 484-1777.) (Ref. NQ119E/mgh.)

Case 25110/94

IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)In the matter between **Nedcor Bank Limited**, Plaintiff, and **Lemmetjies: Deon Paul**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of Sheriff, Johannesburg South (Lenasia South), at 131 Marshall Street, Johannesburg, on Thursday, 23 February 1995 at 10:00, of the undermentioned property of the Defendant on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff, prior to the sale:

Certain Erf 3461, Eldoradopark Extension 2 Township, Registration Division IQ, Transvaal, situation 78 Kammagas Road, Eldoradopark Extension 2, area 277 (two hundred and seventy-seven) square metres.

Improvements (not guaranteed): Lounge, two bedrooms, bathroom, kitchen, under asbestos 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 6th day of January 1995.

Maisels Smit & Lowndes, Attorneys for Plaintiff, Second Floor, Nedbank Park, 13 Girtton Road, Parktown, Johannesburg.
(Tel. 484-1777.) (Ref. NY86E/mgh/tf.)

Case 11615/94

IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)In the matter between **Nedcor Bank Limited**, Plaintiff, and **Prinsloo: Neil Edmund**, First Defendant, and **Gallardo: Fulgencio-Eduardo**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of Sheriff, Johannesburg South, at 131 Marshall Street, Johannesburg, on Thursday, 23 February 1995 at 10:00, of the undermentioned property of the Defendants on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff, prior to the sale:

Certain Erf 119, Roseacre Extension 2 Township, Registration Division IR, Transvaal, situation 80 Henderson Road, Roseacre Extension 2, area 699 (six hundred and ninety-nine) square metres.

Improvements (not guaranteed): Entrance hall, three bedrooms, two bathrooms, kitchen, lounge, dining-room, two garages, under tiled roof, two 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 this the 17th day of January 1995.

Maisels Smit & Lowndes, Attorneys for Plaintiff, Second Floor, Nedbank Park, 13 Girtton Road, Parktown, Johannesburg.
(Tel. 484-1777.) (Ref. NQ100E/mgh/tf.)

Case 17728/92

IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)In the matter between **Nedcor Bank Limited**, Plaintiff, and **Radebe: Philadelphia Sibongile**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of Sheriff, Alberton, First Floor, Terrace Building, 1 Eaton Terrace, New Redruth, Alberton, on Tuesday, 21 February 1995 at 10:00, of the undermentioned property of the Defendant on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff, prior to the sale:

Certain: All right, title and interest in the leasehold in respect of Site 1856, Likole Extension 1 Township, Registration Division IR, Transvaal, situated at 2344 Likole Extension 1, Katlehong, area 280 (two hundred and eighty) square metres.

Improvements (not guaranteed): Three bedrooms, bathroom (incomplete), kitchen, lounge, garage/store-room, outside ablutions 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 charge of R200.

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

Maisels Smit & Lowndes, Attorneys for Plaintiff, Second Floor, Nedbank Park, 13 Girtton Road, Parktown, Johannesburg.
(Tel. 484-1777.) (Ref. NX9E/mgh.)

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Molefi: Thabo Samson**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of Sheriff, Alberton, First Floor, Terrace Building, 1 Eaton Terrace, New Redruth, Alberton, on Tuesday, 21 February 1995 at 10:00, of the undermentioned property of the Defendant on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff, prior to the sale:

Certain: All right, title and interest in the leasehold in respect of Site 731, Nhlapo Township, Registration Division IR, Transvaal, situated at Site 731, Nhlapo Township, Katlehong, area 368 (three hundred and sixty-eight) square metres.

Improvements (not guaranteed): Two bedrooms, kitchen, lounge, under asbestos roof, three staff' quarters with ablutions.

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 charge of R200.

Dated at Johannesburg on this the 5th day of January 1995.

Maisels Smit & Lowndes, Attorneys for Plaintiff, Second Floor, Nedbank Park, 13 Girton Road, Parktown, Johannesburg. (Tel. 484-1777.) (Ref. NG374E/mgh/tf.)

Case 20944/91

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **Nedcor Bank Limited**, Plaintiff, and **W Sathikge**, Defendant

A sale in execution of the undermentioned property is to be held at the office of the Sheriff, Wonderboom, Portion 83, De Onderstepoort (north of Sasko Mills, old Warmbaths Road, Bon Accord), on Friday, 24 February 1995 at 11:00:

Full conditions of sale can be inspected at the Sheriff, Wonderboom, at the above address and will be read out prior to the sale taking place.

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

Property: Erf 17545, Mamelodi, Registration Division JR, Transvaal, measuring 261 square metres, also known as 17545 Mamelodi East, Mamelodi.

Improvements: House: Lounge/dining-room, kitchen, three bedrooms and outside toilet.

Findlay & Niemeyer Inc., Attorneys for Plaintiff, P.O. Box 801, Pretoria. Tel. 326-2487.) (Ref. Mr Coetzee eb X356.)

Saak 491/94

IN DIE LANDDROSHOF VIR DIE DISTRIK RANDFONTEIN GEHOU TE RANDFONTEIN

In die saak tussen **NBS Bank Bpk.**, Eiser, en **M. P. Mpshe**, Verweerder

Ter uitwinning van 'n vonnis in die Landdroshof, Randfontein, in bogemelde saak op 15 April 1994 sal 'n verkoping gehou word op 24 Februarie 1995 om 14:15, by die verkoopslokaal van die Balju, voor die Landdroskantoor, Pollockstraat, Randfontein, van die ondervermelde eiendom van die Verweerder onderworpe aan die voorwaardes wat deur die Balju, Randfontein, gelees sal word ten tye van die verkoping welke voorwaardes by die Baljukantoor, Randfontein ter insae sal lê:

Die Verweerder se reg, titel en belang in en tot sekere huurpag ten opsigte van Perseel 4807, Mohlakeng-uitbreiding 3, gehou deur die Verweerder kragtens Sertifikaat van Geregistreeerde Huurpag TL36105/90, groot 565 (vyfhonderd-vyf-en-sestig) vierkante meter, gehou deur die Verweerder kragtens Akte van Transport TL36105/90.

Die eiendom is gesoneer Residensieel 1 en is geleë te 4807 Mohlakeng-uitbreiding 3, en bestaan uit 'n sitkamer, kombuis, twee slaapkamers, badkamer, gang met 'n teëldak, gepleisterde mure en staal venster rame alhoewel geen waarborg in hierdie verband gegee word nie.

Voorwaardes: 10% (tien persent) van die koopprys en afslaaersgelde in kontant op die dag van die verkoping en die balans teen registrasie van transport. Ten opsigte van die balans moet 'n bankwaarborg of ander aanneembare waarborg binne 21 dae vanaf die datum van die verkoping aan die Balju verskaf word. Die volledige verkoopvoorwaardes kan ingesien word ten kantore van die Balju, voor die Landdroskantoor, Pollockstraat, Randfontein.

Gedateer te Roodepoort op die 20ste dag van Januarie 1995.

H. C. Coetzee, vir Claassen Coetzee, Eiser se Prokureurs, p.a. Drakensbergweg 3, Finsbury, Randfontein, Posbus 303, Roodepoort. (Tel. 760-1065.) (Verw. HCC/LE/309/94/BM991.)

Saak 2584/94

IN DIE LANDDROSHOF VIR DIE DISTRIK RANDFONTEIN GEHOU TE RANDFONTEIN

In die saak tussen **NBS Bank Bpk.**, Eiser, en **Nkidi John Gala**, Verweerder

Ter uitwinning van 'n vonnis in die Landdroshof, Randfontein, in bogemelde saak op 27 September 1994 sal 'n verkoping gehou word op 24 Februarie 1995 om 14:15, by die verkoopslokaal van die Balju, voor die Landdroskantoor, Pollockstraat, Randfontein, van die ondervermelde eiendom van die Verweerder onderworpe aan die voorwaardes wat deur die Balju, Randfontein, gelees sal word ten tye van die verkoping welke voorwaardes by die Baljukantoor, Randfontein, ter insae sal lê:

Die Verweerder se reg, titel en belang in en tot sekere huurpag ten opsigte van Perseel 5543, Mohlakeng-uitbreiding 3, gehou deur die Verweerder kragtens Sertifikaat van Geregistreerde Huurpag TL13824/90, groot 240 (tweehonderd-en-veertig) vierkante meter, gehou deur die Verweerder kragtens Akte van Transport TL13824/90.

Die eiendom is gesoneer Residensieel 1 en is geleë te 5543 Mohlakeng-uitbreiding 3, en bestaan uit sitkamer, badkamer, twee slaapkamers, kombuis, gang, teëldak met suursteenmure en staal vensterrame alhoewel geen waarborg in hierdie verband gegee word nie.

Voorwaardes: 10% (tien persent) van die koopprys en afslaaersgelde in kontant op die dag van die verkoping en die balans teen registrasie van transport. Ten opsigte van die balans moet 'n bankwaarborg of ander aanneembare waarborg binne 21 dae vanaf die datum van die verkoping aan die Balju verskaf word. Die volledig verkoopvoorwaardes kan ingesien word ten kantore van die Balju, voor die Landdroskantoor, Pollockstraat, Randfontein.

Gedateer te Roodepoort op die 20ste dag van Januarie 1995.

H. C. Coetzee, vir Claassen Coetzee, Eiser se Prokureurs, p.a. Drakensbergweg 3, Finsbury, Randfontein, Posbus 303, Roodepoort. (Tel. 760-1065.) (Verw. HCC/LE/1190/94/BG526.)

Saak 6810/94

IN DIE LANDDROSHOF VIR DIE DISTRIK KRUGERSDORP GEHOU TE KRUGERSDORP

In die saak tussen **NBS Bank Bpk.**, Eiser, en **Mkhacani Shadrack Makamo**, Verweerder

Ter uitwinning van 'n vonnis in die Landdroshof, Krugersdorp, in bogemelde saak op 9 November 1994 sal 'n verkoping gehou word op 22 Februarie 1995 om 10:00, by die verkoopslokaal van die Balju, Klaburnhof, Ockersestraat 22B, Krugersdorp, van die ondervermelde eiendom van die Verweerder onderworpe aan die voorwaardes wat deur die Balju, Krugersdorp, gelees sal word ten tye van die verkoping welke voorwaardes by die Baljukantoor, Krugersdorp, ter insae sal lê:

Die Verweerder se reg, titel en belang in en tot sekere huurpag ten opsigte van Perseel 9582, Kagiso-uitbreiding 5, gehou deur die Verweerder kragtens Sertifikaat van Geregistreerde Huurpag TL27812/91, groot 252 (tweehonderd-twee-en-veertig) vierkante meter, gehou deur die Verweerder kragtens Akte van Transport TL27812/91.

Die eiendom is gesoneer Residensieel 1 en is geleë te 9582 Kagiso-uitbreiding 5, en bestaan uit 'n sitkamer, gesinskamer, badkamer, drie slaapkamers, gang, kombuis, teëldak met gepleisterdemure en staalvensterrame alhoewel geen waarborg in hierdie verband gegee word nie.

Voorwaardes: 10% (tien persent) van die koopprys en afslaaersgelde in kontant op die dag van die verkoping en die balans teen registrasie van transport. Ten opsigte van die balans moet 'n bankwaarborg of ander aanneembare waarborg binne 21 dae vanaf die datum van die verkoping aan die Balju verskaf word. Die volledig verkoopvoorwaardes kan ingesien word ten kantore van die Balju, Klaburnhof, Ockersestraat 22B, Krugersdorp.

Gedateer te Roodepoort op die 20ste dag van Januarie 1995.

H. C. Coetzee, vir Claassen Coetzee, Eiser se Prokureurs, p.a. Corkstraat 12, Kenmare, Posbus 303, Roodepoort. (Tel. 760-1065.) (Verw. HCC/LE/1618/94/BM1102.)

Saak 4631/94

IN DIE LANDDROSHOF VIR DIE DISTRIK KRUGERSDORP GEHOU TE KRUGERSDORP

In die saak tussen **NBS Bank Bpk.**, Eiser, en **Jacobus Wouter du Preez**, Verweerder

Ter uitwinning van 'n vonnis in die Landdroshof, Krugersdorp, in bogemelde saak op 1 Augustus 1994 sal 'n verkoping gehou word op 22 Februarie 1995 om 10:00, by die verkoopslokaal van die Balju, Klaburnhof, 22B Ockersestraat, Krugersdorp, van die ondervermelde eiendom van die Verweerder onderworpe aan die voorwaardes wat deur die Balju, Krugersdorp, gelees sal word ten tye van die verkoping welke voorwaardes by die Baljukantoor, Krugersdorp, ter insae sal lê:

Erf 625, Noordheuvel-uitbreiding 4, groot 1 451 (eenduisend vierhonderd-een-en-veertig), gehou deur die Verweerder kragtens Akte van Transport T29915/92.

Die eiendom is gesoneer Residensieel 1 en is geleë te 10 Dippenaarstraat, Noordheuvel-uitbreiding 4, en bestaan uit 'n sitkamer, badkamer, twee slaapkamers, gang, kombuis, stoorkamer, buite toilet, teëldak met gepleisterde mure en staalvensterrame alhoewel geen waarborg in hierdie verband gegee word nie.

Voorwaardes: 10% (tien persent) van die koopprys en afslaaersgelde in kontant op die dag van die verkoping en die balans teen registrasie van transport. Ten opsigte van die balans moet 'n bankwaarborg of ander aanneembare waarborg binne 21 dae vanaf die datum van die verkoping aan die Balju verskaf word. Die volledig verkoopvoorwaardes kan ingesien word ten kantore van die Balju, Klaburnhof, 22B Ockersestraat, Krugersdorp.

Gedateer te Roodepoort op die 20ste dag van Januarie 1995.

H. C. Coetzee, vir Claassen Coetzee, Eiser se Prokureurs, p.a. Corkstraat 12, Kenmare, Posbus 303, Roodepoort. (Tel. 760-1065.) (Verw. HCC/LE/1061/94/BD786.)

Case 14872/91

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Skosana, MgQhibelo July**, First Defendant, and **Skosana, Zimkhona Johannes**, 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 Sheriff's Offices, at 8 Park Street, Kempton Park, on 23 February 1995 at 10:00, of the undermentioned property of the Defendants on the conditions to be read out by the auctioneer at the Sheriff's Offices, at 8 Park Street, Kempton Park, prior to the sale:

All right, title and interest in the leasehold in respect of Erf 786, Endulweni Township, Tembisa, Registration Division IR, Transvaal, measuring 274 (two hundred and seventy-four) square metres, situated at Erf 786, Endulweni, Township, Tembisa.

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

Dwelling consisting of dining-room, kitchen, two bedrooms and toilet. Outbuilding: Garage and two rooms.

The property is zoned residential.

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

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

Signed at Johannesburg on this the 16th day of January 1995.

Ismail Ayob & Partners, Plaintiff's Attorneys, 26th Floor, Southern Life Centre, 45 Commissioner Street, P.O. Box 728, Johannesburg. [Tel. (011) 832-3251.] (Ref. S14894/PC.)

Case 16327/94

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Sulwana, Simon Magungu**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Transvaal Provincial Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff in front of the main entrance to the Magistrate's Court, Fochville, on 24 February 1995 at 10:30, of the undermentioned property of the Defendant on the conditions to be read out by the auctioneer at the office of the Sheriff, at 20 Borrius Street, Baillie Park, Potchefstroom, prior to the sale:

Erf 3363, Wedela Extension 1 Township, Registration Division IQ, Transvaal, measuring 253 (two hundred and fifty-three) square metres, situated at Erf 3363, Wedela Extension 1 Township.

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

Dwelling under tiled roof, lounge, kitchen, two bedrooms, bathroom and toilet.

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

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

Signed at Johannesburg on this the 19th day of January 1995.

Ismail Ayob & Partners, Plaintiff's Attorneys, 26th Floor, Southern Life Centre, 45 Commissioner Street, P.O. Box 728, Johannesburg. [Tel. (011) 832-3251.] (Ref. S27894/PC.)

Case 29681/94

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Turner, Adelaide Comprise**, 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 23 February 1995 at 10:00, of the undermentioned property of the Defendant on the conditions to be read out by the auctioneer at 131 Marshall Street, Johannesburg, and the full conditions of sale may be inspected at the offices of the Sheriff of the Court, 131 Marshall Street, Johannesburg, prior to the sale:

A unit consisting of Section 73, as shown and more fully described on Sectional Plan ST77/1990, in the building or buildings known as Imbali, situated at Berea Township, in the area of the Johannesburg Local Authority of which the floor area, according to the said sectional plan, is 36 (thirty-six) 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 Section Title ST77/1990 (73) Unit situated at Flat 701, Imbali, corner of Tudhopen and Louis Botha Avenues, Berea, Johannesburg, measuring 36 (thirty-six) square metres, situated at Flat 701, Imbali, corner of Tudhope and Louis Botha Avenues, Berea Township, Johannesburg.

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

Dwelling under asbestos roof, lounge, kitchen, bedroom and bathroom.

The property is zoned Residential.

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

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

Signed at Johannesburg on this the 20th day of January 1995.

Ismail Ayob & Partners, Plaintiff's Attorneys, 26th Floor, Southern Life Centre, 45 Commissioner Street, P.O. Box 728, Johannesburg. [Tel. (011) 832-3251.] (Ref. T28943/PC.)

Case 19073/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Ntsie, Flaam Frans**, First Defendant, and **Ntsie, Raymond**, 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 23 February 1995 at 10:00, of the undermentioned property of the Defendants on the conditions to be read out by the auctioneer at 131 Marshall Street, Johannesburg, and the full conditions of sale may be inspected at the offices of the Sheriff of the Court, Johannesburg West, Second Floor, TFC House, 32 Von Brandis Street, Johannesburg, prior to the sale:

Erf 2127, Moroka Township, Registration Division IQ, Transvaal, measuring 692 (six hundred and ninety-two) square metres, situated at Erf 2127, Moroka Township.

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

Dwelling consisting of two bedrooms, lounge, dining-room, family room, kitchen and bathroom. Outbuilding: Ingangspoort.

The property is zoned Residential.

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

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

Signed at Johannesburg on this the 20th day of January 1995.

Ismail Ayob & Partners, Plaintiff's Attorneys, 26th Floor, Southern Life Centre, 45 Commissioner Street, P.O. Box 728, Johannesburg. [Tel. (011) 832-3251.] (Ref. N28002/PC.)

Case 21838/91

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Nquma, Yangapi Benjamin**, First Defendant, and **Nquma Nomsa Viola**, 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 23 February 1995 at 10:00, of the undermentioned property of the Defendants on the conditions to be read out by the auctioneer at 131 Marshall Street, Johannesburg, and the full conditions of sale may be inspected at the offices of the Sheriff of the Court, Johannesburg West, Second Floor, TFC House, 32 Von Brandis Street, Johannesburg, prior to the sale:

Erf 14724, Meadowlands Township, Registration Division IQ, Transvaal, measuring 185 (one hundred and eighty-five) square metres, situated at Erf 39A, Meadowlands Zone 7 Township.

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

Dwelling under asbestos roof, three bedrooms, bathroom, kitchen and lounge. Outbuilding: Two single garages.

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

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

Signed at Johannesburg on this the 18th day of January 1995.

Ismail Ayob & Partners, Plaintiff's Attorneys, 26th Floor, Southern Life Centre, 45 Commissioner Street, P.O. Box 728, Johannesburg. [Tel. (011) 832-3251.] (Ref. N16143/PC.)

Case 17235/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Nkosi, Phillip**, 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 23 February 1995 at 10:00, of the undermentioned property of the Defendant on the conditions to be read out by the auctioneer at 131 Marshall Street, Johannesburg, and the full conditions of sale may be inspected at the offices of the Sheriff of the Court, Johannesburg West, Second Floor, TFC House, 32 Von Brandis Street, Johannesburg, prior to the sale:

Erf 2187, Phiri Township, Registration Division IQ, Transvaal, measuring 217 (two hundred and seventeen) square metres, situated at 251B Phiri Township.

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

Dwelling under asbestos roof, two bedrooms, lounge and kitchen. Outbuilding: Garage.

The property is zoned Residential.

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

Auctioneer's charges, payable on the day of sale, to be calculated as follows:

5% (five per cent) on the proceeds of the sale up to a price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Signed at Johannesburg on this the 20th day of January 1995.

Ismail Ayob & Partners, Plaintiff's Attorneys, 26th Floor, Southern Life Centre, 45 Commissioner Street, P.O. Box 728, Johannesburg. [Tel. (011) 832-3251.] (Ref. N27800/PC.)

Case 14718/89

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Monnapula, Mosiane Joseph** Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the office of the Sheriff, 131 Marshall Street, Johannesburg, on 23 February 1995 at 10:00, of the undermentioned property of the Defendant on the conditions to be read out by the auctioneer at 131 Marshall Street, Johannesburg, and the full conditions of sale may be inspected at the offices of the Sheriff of the Court, Johannesburg West, Second Floor, TFC House, 32 Von Brandis Street, Johannesburg, prior to the sale:

Erf 145, Orlando West Extension Township, Registration Division IQ, Transvaal, measuring 269 (two hundred and sixty-nine) square metres, situated at Erf 145, Orlando West Extension Township.

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

Single-storey dwelling under asbestos roof, three bedrooms, dining-room and bathroom.

The property is zoned Residential.

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

Auctioneer's charges, payable on the day of sale, to be calculated as follows:

5% (five per cent) on the proceeds of the sale up to a price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Signed at Johannesburg on this the 19th day of January 1995.

Ismail Ayob & Partners, Plaintiff's Attorneys, 26th Floor, Southern Life Centre, 45 Commissioner Street, P.O. Box 728, Johannesburg. [Tel. (011) 832-3251.] (Ref. M8680/PC.)

Case 19062/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Mondlane, Benjamin Buti**, 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 23 February 1995 at 10:00, of the undermentioned property of the Defendant on the conditions to be read out by the auctioneer at 131 Marshall Street, Johannesburg, and the full conditions of sale may be inspected at the offices of the Sheriff of the Court, Johannesburg West, Second Floor, TFC House, 32 Von Brandis Street, Johannesburg, prior to the sale:

All right, title and interest in the leasehold in respect of Erf 173 (now renumbered 23293), Meadowlands Township, Registration Division IQ, Transvaal, measuring 248 (two hundred and forty-eight) square metres, situated at Erf 173 (now renumbered 23293), Zone 2, Meadowlands Township.

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

Dwelling under tiled roof, two bedrooms, lounge, kitchen and bathroom.

The property is zoned Residential.

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

Auctioneer's charges, payable on the day of sale, to be calculated as follows:

5% (five per cent) on the proceeds of the sale up to a price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Signed at Johannesburg on this the 20th day of January 1995.

Ismail Ayob & Partners, Plaintiff's Attorneys, 26th Floor, Southern Life Centre, 45 Commissioner Street, P.O. Box 728, Johannesburg. [Tel. (011) 832-3251.] (Ref. M27974/PC.)

Case 13983/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Lesar, Henry Martin Patrick**, 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 23 February 1995 at 10:00, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff, Johannesburg South, 100 Sheffield Street, Turffontein, Johannesburg, prior to the sale:

Erf 4812, Eldoradopark Extension 4 Township, Registration Division IQ, Transvaal, measuring 383 (three hundred and eighty-three) square metres, situated at 35 Willowmore Street, Eldoradopark Extension 4 Township.

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

Dwelling under iron roof, three bedrooms, bathroom, kitchen, lounge and fenced with wire.

The property is zoned Residential.

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

Auctioneer's charges, payable on the day of sale, to be calculated as follows:

5% (five per cent) on the proceeds of the sale up to a price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

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

Ismail Ayob & Partners, Plaintiff's Attorneys, 26th Floor, Southern Life Centre, 45 Commissioner Street, P.O. Box 728, Johannesburg. [Tel. (011) 832-3251.] (Ref. L16755/PC.)

Case 2504/91

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Le Ray, Joseph Reginald Virgil**, First Defendant, and **Le Ray, Katherine Marion**, 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 23 February 1995 at 10:00 of the undermentioned property of the Defendants on the conditions which will lie for inspection at the offices of the Sheriff, Johannesburg South, 100 Sheffield Street, Turffontein, Johannesburg, prior to the sale:

Erf 6625, Eldoradopark Extension 6 Township, Registration Division IQ, Transvaal, measuring 324 (three hundred and twenty-four) square metres, situated at 10 Daniel Myburgh Street, Eldoradopark Extension 6 Township.

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

Dwelling under iron roof, three bedrooms, bathroom, kitchen, lounge, dining-room and study. *Outbuildings:* Single garage, swimming-pool and swervant's quarter.

The property is zoned Residential.

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

Auctioneer's charges, payable on the day of sale, to be calculated as follows:

5% (five per cent) on the proceeds of the sale up to a price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Signed at Johannesburg on this the 23rd day of January 1995.

Ismail Ayob & Partners, Plaintiff's Attorneys, 26th Floor, Southern Life Centre, 45 Commissioner Street, P.O. Box 728, Johannesburg. [Tel. (011) 832-3251.] (Ref. L11390/PC.)

Case 27702/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **The Standard Bank of South Africa**, Plaintiff, and **Groves, Hilary Patricia**, First Defendant, and **Groves, Donald Stuart**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit a sale without reserve will be held by the Sheriff at the salesrooms of the Sheriff, Ground Floor, 100 Grayston Drive, Sandown, on 24 February 1995 at 10:00 of the undermentioned property of the Defendants on the conditions to be read out by the auctioneer at the salesrooms of the Sheriff, Ground Floor, 100 Grayston Drive, Sandown, prior to the sale:

Erf 1201, Bryanston Township, Registration Division IR, Transvaal, measuring 3 853 (three thousand eight hundred and fifty-three) square metres, situated at 269 Bryanston Drive, Bryanston Township.

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

Dwelling under tiled roof, entrance hall, lounge, family room, dining-room, kitchen, nine bedrooms and five bathrooms. *Outbuildings:* Two garages, two servants' quarters, swimming-pool, tennis court and squash court.

The property is zoned Residential.

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

Auctioneer's charges, payable on the day of sale, to be calculated as follows:

5% (five per cent) on the proceeds of the sale up to a price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

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

Ismail Ayob & Partners, Plaintiff's Attorneys, 26th Floor, Southern Life Centre, 45 Commissioner Street, P.O. Box 728, Johannesburg. [Tel. (011) 832-3251.] (Ref. G28873/SC.)

Case 30387/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (United Bank Division), Plaintiff, and **Mosete, Johannes Moretsi**, First Defendant, and **Mosete, Nthabiseng Emily**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit a sale without reserve will be held at the office of the Sheriff, 131 Marshall Street, Johannesburg, on 23 February 1995 at 10:00 of the undermentioned property of the Defendants on the conditions to be read out by the auctioneer at 131 Marshall Street, Johannesburg, and the full conditions of sale may be inspected at the offices of the Sheriff of the Court, 131 Marshall Street, Johannesburg, prior to the sale:

A unit consisting of (a) Section 30, as shown and more fully described on Sectional Plan SS22/1983, in the scheme known as Epernay in respect of the land and building or buildings situated at Johannesburg Township, Local Authority, Johannesburg, of which section the floor area, according to the said sectional plan is 56 (fifty-six) square metres in extent (the mortgaged section); and (b) an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan, situated at Flat 406, Epernay, 43 Dorris Street, Berea Township, Johannesburg, measuring 56 (fifty-six) square metres, situated at Flat 406, Epernay, 43 Doris Street, Berea, Johannesburg.

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

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

The property is zoned Residential.

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

Auctioneer's charges, payable on the day of sale, to be calculated as follows:

5% (five per cent) on the proceeds of the sale up to a price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Signed at Johannesburg on this the 20th day of January 1995.

Ismail Ayob & Partners, Plaintiff's Attorneys, 26th Floor, Southern Life Centre, 45 Commissioner Street, P.O. Box 728, Johannesburg. [Tel. (011) 832-3251.] (Ref. M29181/AB.)

Case 21666/91

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Rakwena, Kalankane Phillip**, First Defendant, and **Rakwena, Madikgomo Bella**, 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 Sheriff's Offices, at 8 Park Street, Kempton Park, on 23 February 1995 at 10:00 of the undermentioned property of the Defendants on the conditions which will lie for inspection at the Sheriff's Office, Kempton Park, 8 Park Street, Kempton Park, prior to the sale:

All right, title and interest in the leasehold in respect of Erf 379, Tsepo Township, Tembisa, Registration Division IR, Transvaal, measuring 270 (two hundred and seventy) square metres, situated at Erf 379, Tsepo Township, Tembisa.

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

Dwelling consisting of dining-room, two bedrooms, kitchen, and toilet.

The property is zoned Residential.

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

Auctioneer's charges, payable on the day of sale, to be calculated as follows:

5% (five per cent) on the proceeds of the sale up to a price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Signed at Johannesburg on this the 11th day of January 1995.

Ismail Ayob & Partners, Plaintiff's Attorneys, 26th Floor, Southern Life Centre, 45 Commissioner Street, P.O. Box 728, Johannesburg. [Tel. (011) 832-3251.] (Ref. R15853/PC.)

Case 15473/92

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Nethenzheni, Tshibalo Eddison**, First Defendant, and **Maleselane Rose Netshandama**, 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, Midrand, Alexandra, Unit 2 North View, 45 Richards Drive, Halfway House, on 22 February 1995 at 14:30 of the undermentioned property of the Defendants on the conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the offices of the Sheriff, Unit 2 North View, 45 Richards Drive, Halfway House, prior to the sale:

All right, title and interest in the leasehold in respect of Erf 1036, Alexandra Extension 7 Township, Registration Division IQ, Transvaal, measuring 103 (one hundred and three) square metres, situated at Erf 1036, Alexandra Extension 7 Township.

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

Dwelling consisting of lounge, kitchen, two bedrooms and bathroom.

The property is zoned Residential.

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

Auctioneer's charges, payable on the day of sale, to be calculated as follows:

5% (five per cent) on the proceeds of the sale up to a price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Signed at Johannesburg on this the 12th day of January 1995.

Ismail Ayob & Partners, Plaintiff's Attorneys, 26th Floor, Southern Life Centre, 45 Commissioner Street, P.O. Box 728, Johannesburg. [Tel. (011) 832-3251.] (Ref. N21269/PC.)

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Modise, Andrew Fish**, First Defendant, and **Modise, Mmamolli Mary**, 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, Midrand, Alexandra, Unit 2 North View, 45 Richards Drive, Halfway House, on 22 February 1995 at 14:30 of the undermentioned property of the Defendants on the conditions and which may be inspected at the offices of the Sheriff, Unit 2 North View, 45 Richards Drive, Halfway House, prior to the sale:

Erf 1220, Alexandra Extension 5 Township, Registration Division IR, Transvaal, measuring 140 (one hundred and forty) square metres, situated at Erf 1220, Alexandra Extension 5 Township.

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

Dwelling under tiled roof, dining-room, kitchen, two bedrooms and bathroom.

The property is zoned Residential.

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

Auctioneer's charges, payable on the day of sale, to be calculated as follows:

5% (five per cent) on the proceeds of the sale up to a price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Signed at Johannesburg on this the 11th day of January 1995.

Ismail Ayob & Partners, Plaintiff's Attorneys, 26th Floor, Southern Life Centre, 45 Commissioner Street, P.O. Box 728, Johannesburg. [Tel. (011) 832-3251.] (Ref. M22367/PC.)

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

In the matter between **ABSA Bank Limited** (United Bank Division), Plaintiff, and **332/1 Van Riebeeck CC**, First Defendant, and **Thindisa Gwati Moses**, 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, Midrand, Alexandra, Unit 2 North View, 45 Richards Drive, Halfway House, on 22 February 1995 at 14:30 of the undermentioned property of the Defendant on the conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the offices of the Sheriff, Unit 2 North View, 45 Richards Drive, Halfway House, prior to the sale:

Portion 1 of Holding 332, Glen Austin Agricultural Holdings Extension 1, Registration Division JR, Transvaal, measuring 8 623 (eight thousand six hundred and twenty-three) square metres, situated at 1/332 Van Riebeeck Road, Glen Austin, Extension 1.

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

Dwelling consisting of lounge, dining-room, kitchen, three bedrooms and two bathrooms. *Outbuildings:* Servant's room and toilet.

The property is zoned Residential.

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

Auctioneer's charges, payable on the day of sale, to be calculated as follows:

5% (five per cent) on the proceeds of the sale up to a price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Signed at Johannesburg on this the 11th day of January 1995.

Ismail Ayob & Partners, Plaintiff's Attorneys, 26th Floor, Southern Life Centre, 45 Commissioner Street, P.O. Box 728, Johannesburg. [Tel. (011) 832-3251.] (Ref. V60031/AB.)

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

In the matter between **The Standard Bank of South Africa Limited**, Plaintiff, and **Shirinda, Thembani Norman**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court Office, at 49 Kemston Avenue, Benoni, on 23 February 1995 at 10:00, of the undermentioned property of the Defendant on the conditions and which will lie for inspection at the offices of the Sheriff at 49 Kemston Avenue, Benoni, prior to the sale:

All right, title and interest in the leasehold in respect of Portion 50 of Erf 1944, Wattville Township, Benoni, Registration Division IR, Transvaal, measuring 334 (three hundred and thirty-four) square metres, situated at Portion 50 of Erf 1944, Wattville Township, Benoni.

The following information is furnished in respect of the improvements, though in this respect nothing is guaranteed: Dwelling under tiled roof, lounge, kitchen, two bedrooms, bathroom and toilet.

The property is zoned.

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

5% (five per cent) on the proceeds of the sale up to a price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Signed at Johannesburg on the 20th day of December 1994.

Ismail Ayob & Partners, Plaintiff's Attorneys, 26th Floor, Southern Life Centre, 45 Commissioner Street; P.O. Box 728, Johannesburg. [Tel. (011) 832-3251.] (Ref. S19570/SC.)

Case 2293/90

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

In the matter between **The Standard Bank of South Africa Limited**, Plaintiff, and **Biyela, Qithi Lancelot**, First Defendant, and **Biyela, Qedi Maud**, 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 Sheriff's Office, Alberton, on 21 February 1995 at 10:00, of the undermentioned property of the Defendants on the conditions which will lie for inspection at the offices of the Sheriff, at First Floor, Terrace Building, 1 Eaton Terrace Street, New Redruth, Alberton, prior to the sale:

All right, title and interest in the leasehold in respect of Erf 8761, Tokoza Township, Alberton, Registration Division IR, Transvaal, measuring 341 (three hundred and forty-one) square metres, situated at Erf 8761, Tokoza Township, Alberton.

The following information is furnished in respect of the improvements, though in this respect nothing is guaranteed: Dwelling consisting of lounge, dining-room, kitchen, two bedrooms and bathroom.

The property is zoned Residential.

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

5% (five per cent) on the proceeds of the sale up to a price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Signed at Johannesburg on the 11th day of January 1995.

Ismail Ayob & Partners, Plaintiff's Attorneys, 26th Floor, Southern Life Centre, 45 Commissioner Street; P.O. Box 728, Johannesburg. [Tel. (011) 832-3251.] (Ref. B10410/SC.)
(Ref. B10410/SC.)

Saak 6103/94

IN DIE LANDDROSHOF VIR DIE DISTRIK BENONI GEHOU TE BENONI

In die saak tussen **Stadsraad van Benoni**, Eksekusieskuldeiser, en **Baling Properties BK**, Eksekusieskuldenaar

Ingevolge 'n vonnis toegestaan in bogenoemde Hof, op 29 Augustus 19'n vonnis toegestaan in bogenoemde Hof, op 29 Augustus 1994 en 'n lasbrief vir eksekusie gedateer 25 Oktober 1995, sal die volgende onroerende eiendom voetstoots verkoop word deur die Balju vir die Landdroshof, Benoni, voor die Landdroskantoor, Harpurlaan, Benoni, op Woensdag, 8 Maart 1995 om 11:00:

Erf 5288, Benoni-uitbreiding 16-dorpsgebied, Registrasieafdeling IR, Transvaal, groot 1,555 vierkante meter, gehou kragtens Akte van Transport T31692/1990, geleë te Umgeniweg 30, Farrarmere, Benoni.

Die eiendom bestaan uit onder andere die volgende alhoewel geen waarborg gegee word nie: 'n Woonhuis bestaande uit vier slaapkamers, sitkamer, eetkamer, twee badkamers, kombuis, familiekamer en kroeg. Buitegeboue bestaande uit bediende-kamer, stoorkamer, drie dubbelmotorhuise en swembad.

Vernaamste voorwaardes van verkoping:

1. Die voorwaardes van verkoping sal ter insae lê by die kantoor van die Balju vir die Landdroshof Benoni, Liverpool Park 12, Liverpoolweg, Benoni.

2. Die verkoping geskied sonder voorbehoud by wyse van openbare verkoping en die eiendom word behoudens die bepalings van artikel 66 (2) van die Landdroshofwet, No. 32 van 1933, soos gewysig, aan die hoogste bieder verkoop.

3. Koopprijs is soos volg betaalbaar:

3.1 Deposito van 10% (tien persent) van die koopprijs is betaalbaar onmiddellik na die verkoping.

3.2 Die balans van die koopprijs tesame met rente moet binne 14 (veertien) dae by wyse van 'n bankwaarborg verseker word.

Gedateer te Benoni hierdie 19de dag van Januarie 1995.

C. de Heus, vir Du Plessis De Heus & Van Wyk, Prokureur vir Eksekusieskuldeiser, Eerste Verdieping, Marilestgebou, Woburnlaan 72; Posbus 1423, Benoni, 1500. (Tel. 422-2435.) (Verw. mnr. De Heus/mev. Maartens/CC2883.)

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

In the matter between **ABSA Bank Limited** (United Bank Division), formerly known as United Bank Limited, Plaintiff, and
Masetla, Aaron, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without reserve will be held at 131 Marshall Street, Johannesburg, on Thursday, 23 February 1995 at 10:00, of the undermentioned immovable property of the Defendant on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection, prior to the sale, the office of the Sheriff for the Supreme Court, Johannesburg West at Second Floor, 32 Von Brandis Street, Johannesburg:

Erf 188, Emdeni, Extension 2 Township, Registration Division IQ, Transvaal, measuring 297 m², held by the Defendant under Deed of Transfer TL 44858/1989, being 188 Emdeni Extension 2, Soweto.

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

The dwelling consists of lounge, two bedrooms, kitchen, bathroom and toilet.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg this 6th day of January 1995.

Danie Erasmus, Jay & Partners, Plaintiff's Attorneys, Level Six Sunnyside Ridge, Sunnyside Drive (entrance at intersection of Carse O'Gowrie & Princess of Wales Roads), Parktown; P.O. Box 87160, Houghton, 2041. [Tel. (011) 484-2828.] [Fax. (011) 484-7548.] (Ref. Z01210/Mr Georgiades/md.)

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

In the matter between **ABSA Bank Limited** (United Bank Division), formerly known as United Bank Limited, Plaintiff and
Claassen, Garth Henry, First Defendant, and **Brown, Karen Hull**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at 131 Marshall Street, Johannesburg, on Thursday, 23 February 1995 at 10:00, of the undermentioned immovable 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, the office of the Sheriff for the Supreme Court, Johannesburg East at 131 Marshall Street, Johannesburg:

(1) A unit consisting of:

(a) Section 11, as shown and more fully described on Sectional Plan SS84/1985 in the building or buildings known as Eiffel Court, situated at Yeoville Township, Local Authority, Johannesburg of which the floor area, according to the said sectional plan is 133 (one hundred and thirty-three) square metres, being Flat 25, Eiffel Court, Regent Street, Yeoville, Johannesburg; and

(b) an undivided share in the common property in the land and building or buildings as shown and more fully described on the said sectional plan, apportioned to the said section in accordance with the participation quota of the said section, held under Certificate of Registered Sectional Title ST84/1985 (11) (unit).

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

The dwelling consists of park bay, lounge, dining-room, two bedrooms, bathroom, separate toilet, kitchen, balcony and study.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg this 6th day of January 1995.

Danie Erasmus, Jay & Partners, Plaintiff's Attorneys, Level Six Sunnyside Ridge, Sunnyside Drive (entrance at intersection of Carse O'Gowrie & Princess of Wales Road), Parktown; P.O. Box 87160, Houghton, 2041. [Tel. (011) 484-2828.] [Fax: (011) 484-7548.] (Ref. Z01257/Mr Georgiades/md.)

IN DIE LANDDROSHOF VIR DIE DISTRIK KRUGERSDORP GEHOU TE KRUGERSDORP

In die saak tussen **NBS Bank Beperk** (Reg. No. 87/01384/06), Eiser, en **D. M. Motsepe**, Verweerder

Ter uitvoering van 'n vonnis en lasbrief vir eksekusie toegestaan deur bogenoemde Hof op 10 November 1994, sal die ondervermelde eiendom op 22 Februarie 1994 om 10:00, aan die hoogste bieder by die kantore van die Balju te Klaburnhof, Ockersestraat 22B, Krugersdorp verkoop word:

Erf 10303, Kagiso-uitbreiding 4-dorpsgebied, Registrasieafdeling IQ, Transvaal, groot 1 119 (eenduisend eenhonderd-en-negentien) vierkante meter, ook bekend as Erf 10303, Kagiso-uitbreiding 4.

Voorwaardes van verkoop:

1. Die verkoping sal onderhewig wees aan:

Die bepalings van die Wet op Landdroshowe en die regulasies daarkragtens uitgevaardig.

Die voorwaardes van die titelaktenommer TL2965/1991.

Die volledige verkoopvoorwaardes,

en sal verkoop word aan die hoogste bieder.

2. Die volgende verbeteringe is op die eiendom aangebring:

Sitkamer, eetkamer, familiekamer, kombuis, drie slaapkamers, twee badkamers, stort en gang. Dubbelmotorhuis en omheinde erf.

3. *Terme:* Tien (10%) per annum van die koopprijs sal in kontant betaalbaar wees op die dag van die veiling en die balans tesame met rente daarop teen 15,25% (vyftien komma twee vyf persent) per centum welke rente bereken moet word op die eisbedrag van die skuldeiser vanaf datum van die verkoping tot datum van oordrag, welke bedrag verseker moet word deur 'n bank- of bouverenigingwaarborg of ander aanneembare waarborg gelewer te word aan die Balju, 14 (veertien) dae na datum van verkoping.

4. Die voorwaardes van die verkoping wat voor die verkoping gelees sal word, sal ter insae lê by die kantoor van die Balju te Klaburnhof, Ockersestraat 22B, Krugersdorp.

Geteken te Krugersdorp op hierdie 10de dag van Januarie 1995.

A. Fourie, vir Van Rensburg, Eerste verdieping, NBS-gebou, Monumentstraat 16, Krugersdorp. (Verw. A. Fourie/N270.) (Tel. 953-1026.)

IN DIE LANDDROSHOF VIR DIE DISTRIK KRUGERSDORP GEHOU TE KRUGERSDORP

In die saak tussen **NBS Bank Beperk** (Reg. No. 87/01384/06), Eiser, en **Gono Reuben Thari**, Eerste Verweerder, en **Fetsina Joyce Thari**, Tweede Verweerder

Ter uitvoering van 'n vonnis en lasbrief vir eksekusie toegestaan deur bogenoemde Hof op 15 November 1994 sal die ondervermelde eiendom op 22 Februarie 1995 om 10:00, aan die hoogste bieder by die kantore van die Balju, te Klaburnhof, Ockersestraat 22B, Krugersdorp, verkoop word:

Erf 3356, Kagiso-dorpsgebied, Registrasieafdeling IQ, Transvaal, groot 261 (tweehonderd een-en-sestig) vierkante meter, ook bekend as Erf 3356, Kagiso.

Voorwaardes van die verkoop:

1. Die verkoping sal onderhewig wees aan:

Die bepalings van die Wet op Landdroshowe en die regulasies daarkragtens uitgevaardig.

Die voorwaardes van die Sertifikaat van Geregistreerde Huurpag TL21631/1988. Die volledige verkoopvoorwaardes en sal verkoop word aan die hoogste bieder.

2. Die volgende verbeteringe is op die eiendom aangebring: Sitkamer, eetkamer, kombuis, twee slaapkamers, badkamer en gang.

3. *Terme:* Tien (10) per centum van die koopprijs sal in kontant betaalbaar wees op die dag van die veiling en die balans tesame met rente daarop teen 17,25% (sewentien komma twee-vyf persent) per centum welke rente bereken moet word op die eisbedrag van die skuldeiser vanaf datum van die verkoping tot datum van oordrag, welke bedrag verseker moet word deur 'n bank- of bouverenigingwaarborg of ander aanneembare waarborg gelewer te word aan die Balju 14 (veertien) dae na datum van verkoping.

4. Die voorwaardes van die verkoping wat voor die verkoping gelees sal word, sal ter insae lê by die kantoor van die Balju te Klaburnhof, Ockersestraat 22B, Krugersdorp.

Geteken te Krugersdorp op hierdie 10de dag van Januarie 1995.

A. Fourie, vir Van Rensburgs, Eerste Verdieping, NBS-gebou, Monumentstraat 16, Krugersdorp. (Verw. A. Fourie/N265.) (Tel. 953-1026.)

IN DIE LANDDROSHOF VIR DIE DISTRIK KRUGERSDORP GEHOU TE KRUGERSDORP

In die saak tussen **NBS Bank Beperk** (Reg. No. 87/01384/06), Eiser, en **K. H. Molosi**, Verweerder

Ter uitvoering van 'n vonnis en lasbrief vir eksekusie toegestaan deur bogenoemde Hof op 15 November 1994, sal die ondervermelde eiendom op 22 Februarie 1995 om 10:00, aan die hoogste bieder by die kantore van die Balju te Klaburnhof, Ockersestraat 22B, Krugersdorp, verkoop word:

Erf 9978, Kagiso-dorpsgebied, Registrasieafdeling IQ, Transvaal, groot 274 (tweehonderd vier-en-sewentig) vierkante meter, ook bekend as Erf 9978, Kagiso.

Voorwaardes van die verkoop:

1. Die verkoping sal onderhewig wees aan:

Die bepalings van die Wet op Landdroshofe en die regulasies daarkragtens uitgevaardig;

Die voorwaardes van die Sertifikaat van Geregistreerde Huurpag TL41023/1988.

Die volledige verkoopvoorwaardes;

en sal verkoop word aan die hoogste bieder.

2. Die volgende verbeteringe is op die eiendom aangebring: Leefarea, kombuis, drie slaapkamers, badkamer en gang. Omheinde erf.

3. *Terme:* 10% (tien persent) van die koopprys sal in kontant betaalbaar wees op die dag van die veiling en die balans tesame met rente daarop teen 17,25% (sewentien komma twee vyf persent) welke rente bereken moet word op die eisbedrag van die skuldeiser vanaf datum van die verkoping tot datum van oordrag, welke bedrag verseker moet word deur 'n bank- of bouverenigingwaarborg of ander aanneembare waarborg gelewer te word aan die Balju 14 (veertien) dae na datum van verkoping.

4. Die voorwaardes van die verkoping wat voor die verkoping gelees sal word, sal ter insae lê by die kantoor van die Balju te Klaburnhof, Ockersestraat 22B, Krugersdorp.

Geteken te Krugersdorp op hierdie 10de dag van Januarie 1995.

A. Fourie, vir Van Rensburgs, Eerste Verdieping, NBS-gebou, Monumentstraat 16, Krugersdorp. (Tel. 953-1026.) (Verw. A. Fourie/N264.)

Saak 7451/94

IN DIE LANDDROSHOF VIR DIE DISTRIK KRUGERSDORP GEHOU TE KRUGERSDORP

In die saak tussen **NBS Bank Beperk** (Reg. No. 87/01384/06), Eiser, en **M. H. Rankhododo**, Eerste Verweerder, en **M. T. F. Rankhododo**, Tweede Verweerder

Ter uitvoering van 'n vonnis en lasbrief vir eksekusie toegestaan deur bogenoemde Hof op 15 November 1994, sal die ondervermelde eiendom op 22 Februarie 1995 om 10:00, aan die hoogste bieder by die kantore van die Balju te Klaburnhof, Ockersestraat 22B, Krugersdorp, verkoop word:

Erf 9456, Kagiso-dorpsgebied, Registrasieafdeling IQ, Transvaal, groot 264 (tweehonderd vier-en-sestig) vierkante meter, ook bekend as Erf 9456, Kagiso.

Voorwaardes van die verkoop:

1. Die verkoping sal onderhewig wees aan:

Die bepalings van die Wet op Landdroshofe en die regulasies daarkragtens uitgevaardig;

Die voorwaardes van die Sertifikaat van Geregistreerde Huurpag TL47023/1990.

Die volledige verkoopvoorwaardes;

en sal verkoop word aan die hoogste bieder.

2. Die volgende verbeteringe is op die eiendom aangebring: Woonkamer, eetkamer, kombuis, drie slaapkamers, badkamer en gang. Omheinde erf met hekke.

3. *Terme:* 10% (tien persent) van die koopprys sal in kontant betaalbaar wees op die dag van die veiling en die balans tesame met rente daarop teen 17,25% (sewentien komma twee vyf persent) welke rente bereken moet word op die eisbedrag van die skuldeiser vanaf datum van die verkoping tot datum van oordrag, welke bedrag verseker moet word deur 'n bank- of bouverenigingwaarborg of ander aanneembare waarborg gelewer te word aan die Balju 14 (veertien) dae na datum van verkoping.

4. Die voorwaardes van die verkoping wat voor die verkoping gelees sal word, sal ter insae lê by die kantoor van die Balju te Klaburnhof, Ockersestraat 22B, Krugersdorp.

Geteken te Krugersdorp op hierdie 10de dag van Januarie 1995.

A. Fourie, vir Van Rensburgs, Eerste Verdieping, NBS-gebou, Monumentstraat 16, Krugersdorp. (Tel. 953-1026.) (Verw. A. Fourie/N266.)

Case 23923/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Allied Bank** (a division of ABSA Bank Limited), Plaintiff, and **Mogano: Mokgopa Elias**, First Defendant, and **Mogano: Motjatji Leah**, 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, Johannesburg, 131 Marshall Street, Johannesburg, on Thursday, 23 February 1995 at 10:00, of the undermentioned property of the Defendants on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff of the Supreme Court, prior to the sale:

Certain unit comprising section 30 and its undivided share in the common property in the Panarama Sectional Title Scheme, area 37 (thirty-seven) square metres, situation Flat 501, Panarama Place, corner of Tudhope and Prospect Roads, Berea, Johannesburg.

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

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

Dated at Johannesburg on the 10th day of January 1995.

Moseneke & Partners, Plaintiff's Attorneys, First Floor, Surrey House, 35 Rissik Street, P.O. Box 62690, Marshalltown, 2107. (Tel. 492-1610.) (Fax. 838-1556.) (Ref. Mr R. L. Mogotsi/cm/A 43.)

Case 13537/94

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

In the matter between **First National Bank of S.A. Limited**, Plaintiff, and **Matome Alfred Leboho**, First Defendant, and **Mokobane Ednah Leboho**, Second Defendant

In pursuance of a judgment of the above Honourable Court dated 14 November 1994, the following property will be sold in execution, on Friday, 24 February 1995 at 11:15, Sheriff's Office, 182 Leeuwpoort Street, Boksburg, to the highest bidder viz:

Erf 1272, Dawnpark Extension 23 Township, Registration Division IR, Transvaal, measuring 800 (eight hundred) square metres, being 31 Hakea Close, Dawnpark, Boksburg.

Comprising: Single storey dwelling, entrance hall, lounge, dining-room, study, kitchen, three bedrooms, two bathrooms, two toilets, garage and outside toilet.

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

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

Dated at Germiston on this the 18th day of January 1995.

A. L. Freedman, for M. Levine & Freedman, Plaintiff's Attorneys, 201-5 United Building, 177 President Street, P.O. Box 289, Germiston. (Tel. 873-8914/5.) [Ref. Mr Freedman/OS/30467 (G).]

Case 4490/90

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

In the matter between **Nedperm Bank Limited**, Plaintiff, and **Fanufuthi Albert Hlongwane**, First Defendant and **Fakazile Elizabeth Hlongwane**, Second Defendant

Pursuant to a judgment granted by the above-mentioned Honourable Court, dated 25 April 1990 and warrant of execution served on 16 September 1994, the undermentioned property will be sold on 22 February 1995 at 10:00, at the Sheriff of the Magistrate's Office, Johria Hof, 4 Du Plessis Street, Florentia, Alberton, to the highest bidder:

All the right, title and interest in the leasehold in respect of Erf 245, Moseleke East Township, Registration Division IR, Transvaal, measuring 294 (two hundred and ninety four) square metres, also known as Site 245, Moseleke East, Katlehong, Alberton (hereinafter called the property).

Improvements reported (which are not warranted to be correct and are not guaranteed): Detached single storey conventional built residence under asbestos roof comprising two bedrooms, lounge, kitchen, bathroom and outside buildings comprising nil.

Material terms:

1. The price shall bear interest at the rate current from time to time in terms of the mortgage bond over the property held by the Plaintiff which was 22,75% (twenty-two comma seven five per cent) per annum at the time of preparation of these conditions from date of sale to date of payment.

2. The purchaser shall be obliged to pay a deposit of 10% (ten per cent) of the price or R400 (four hundred rand) (whichever is the greater) immediately after the sale and the balance of the price and interest shall, within 14 days of the date of sale, be paid or be secured by unconditional or approved bank and/or building society guarantee/s payable to the Messenger of the Court and/or such other person/s as he requires on transfer of the property to the purchaser.

3. Possession and occupation of the property shall, subject to the rights of any existing tenant/s pass to the purchaser upon the sale being effected from which date all benefits, risks and liability shall pass to the purchaser.

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

Dated at Bedfordview on this the 18th day of January 1995.

M. D. Yammin, for Mark Yammin, Hammond & Partners, Plaintiff's Attorneys, Seventh Floor, Bedford Centre, Smith Street, Bedford Gardens, Bedfordview, 2008; P.O. Box 75090, Gardenview, 2047. (Tel. 616-4379/4354.) (Ref. M. D. Yammin/vd LS0502.)

Saak 4719/94

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN BRAKPAN GEHOU TE BRAKPAN

In die saak tussen **ABSA Bank Beperk**, handeldrywende as Volkskas Bank, Eksekusieskuldeiser, en **Odendaal, Charles Stephen**, Identiteitsnommer 5801045119001, Eerste Eksekusieskuldenaar en **Odendaal, Anna Maria**, Identiteitsnommer 5812100002008, Tweede Eksekusieskuldenaar

Ter uitwinning van 'n vonnis van die Landdroshof, Brakpan, en 'n lasbrief vir eksekusie gedateer 28 Oktober 1994, sal die volgende onroerende eiendom in eksekusie verkoop word deur Libra Afslaers, op Woensdag, 22 Februarie 1995 om 10:00, by die betrokke perseel self te wete:

Erf 116, Sunair Park, Registrasieafdeling IR, Transvaal, groot 979 (nege honderd nege en sewentig) vierkante meter, gehou kragtens Akte van Transport T28890/1991, en ook bekend as Creststraat 21, Sunair Park, Brakpan.

Wesenlike verkoopvoorwaardes:

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

2. Die verbeterings op die gemelde eiendom word soos volg beskryf, maar geen waarborg in hierdie opsig gegee nie: *Hoofgebou*: Woonhuis met sinkdak bestaande uit sitkamer, woonkamer, eetkamer, kombuis, vier slaapkamers, twee badkamers, patio en kroeg. *Buitegeboue*: Twee huishulpkamers en toilet, pre-cast mure, swembad en dubbel afdak.

3. 10% (tien persent) van die koopprys en afslaerskoste by die verkoping in kontant, of by wyse van 'n bankgewaarborgde tjek en die balans plus rente teen 15% (vyftien persent) per jaar moet betaal of gewaarborg word met 'n goedgekeurde bank, bougenootskap of ander aanvaarbare waarborg, wat binne 21 dae na datum van die verkoping aan die Balju voorsien moet word.

4. Die volledige verkoopvoorwaardes is ter insae beskikbaar by die kantore van die Balju, van die Landdroshof, Brakpan, te Prins Georgelaan 439, Brakpan, Tel. (011) 740-9513/4 en te Libra Afslaers, te Eerste Verdieping, Kempton City, Pretoriaweg, Kempton Park, Tel. (011) 763-6205.

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

L. J. Meyer, vir Steenkamp, Theart - Du Plessis, Mey, Eksekusieskuldeiser se Prokureurs, Tweede Verdieping, Gert Nelgebou, Kemptonweg 20, Posbus 4435, Kempton Park, 1620. (Verw. 9075/NS/MS.)

Case 6189/92

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

In the matter between **NBS Bank Limited**, Plaintiff, and **Potgieter Clarence Christoffel Ronald**, Defendant

Kindly take notice that pursuant to a judgment of the above Honourable Court granted on 16 September 1992 and subsequent warrant of execution, the following property will be sold in execution on 24 February 1995 at 10:00, at the offices of the Sheriff, 41A Beaconsfield, Vereeniging, namely:

A two bedroomed house under tiles with pre-cast fencing.

The property is zoned residential and is situated at 6 Erigon Crescent, Ennerdale Extension 2.

And take further notice that the conditions of sale will lie for inspection at the offices of the Sheriff of the Court, and contain *inter alia* the following provisions:

1. The sale will be held by public auction and without reserve and will be voetstoots.

2. The price shall bear interest at the rate current from time to time in terms of the mortgage bond over the property, held by the Plaintiff from date of sale to date of payment.

3. Immediately after the sale the purchaser shall sign the conditions of sale which can be inspected at the Sheriff's Office, Vereeniging.

4. The purchaser shall pay all the amounts necessary to obtain transfer of the property, including all costs of transfer, transfer duty, any rentals and other charges due to the local authority, interest etc.

5. The purchase price shall be paid as 10% (ten per cent) thereof together with the Sheriff's auction charges of 4% (four per cent) of the sale price, immediately after the sale, in cash or by bank-guaranteed cheque, and the unpaid balance together with interest on the full purchase price, to be paid or secured by a bank or building society guarantee within 14 (fourteen) days from the date of sale.

6. Failing compliance with the provisions of the conditions of sale, the purchaser may be compelled to pay 10% (ten per cent) of the purchase price as *rouwkoop*.

7. The full conditions of sale are available for inspection at the office of the Sheriff, Vereeniging.

Dated at Vereeniging on 23 January 1995.

McLoughlin, Porter & Venter Ing., 31 Merriman Avenue, P.O. Box 931, Vereeniging. [Tel. (016) 22-5161.] (Ref. COLL/Ig/N192.)

Case 21320/92
PH 128

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

In the matter between **ABSA Bank Limited** (United Bank Division), Plaintiff, and **Olivier, Glynis Denise** (Id. No. 4301130090002), First Defendant, and **Olivier, Trent James**, 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 Ground Floor, Momentum/Fluor House, 100 Grayston Drive, Sandown, Sandton, on Friday, 24 February 1995 at 10:00, of the undermentioned property of the Defendants on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection at the offices of the Sheriff for the Supreme Court, Sandton/Midrand, at Ground Floor, Momentum/Fluor House, 100 Grayston Drive, Sandown, Sandton, prior to the sale:

Erf 415, Sandown Extension 18 Township, Registration Division IR, Transvaal, being 1 Merle Street, corner of Gale Street, Sandown Extension 18, measuring 1 487 square metres.

Use zone: Residential 1.

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

Dwelling-house consisting of entrance hall, lounge, dining-room, family room, study, four bedrooms, two bathrooms, shower and toilet, kitchen, pantry, scullery, double garage, servants' quarters, shower and toilet.

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

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

Dated at Johannesburg on this the 18th day of January 1995.

Bowman Gilfillan Hayman Godfrey Inc., Plaintiff's Attorneys, 12th Floor, JCI House, 28 Harrison Street, Johannesburg. (Tel. 836-2811.) (Ref. P M Carter/GGLIT 377765.)

Case 24372/94
PH 128

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

In the matter between **ABSA Bank Limited** (United Bank Division), Plaintiff, and **Mnisi, Nontsikelelu Ruth**, Id. No. 3502030166088, 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 Ground Floor, Momentum/Fluor House, 100 Grayston Drive, Sandown, Sandton, on Friday, 24 February 1995 at 10:00, of the undermentioned property of the Defendant on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection at the offices of the Sheriff for the Supreme Court, Sandton/Midrand, at Ground Floor, Momentum/Fluor House, 100 Grayston Drive, Sandown, Sandton, prior to the sale:

Erf 1019, Douglasdale Extension 66 Township, Registration Division IQ, Transvaal being 1019 Piper Road, Douglasdale Extension 66, measuring 1 500 square metres.

Use zone: Residential 1.

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

Dwelling-house consisting of entrance hall, lounge, dining-room, four bedrooms, bathroom and toilet, shower and toilet, kitchen, scullery, double garage and outside family room.

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

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

Dated at Johannesburg on this the 18th day of January 1995.

Bowman Gilfillan Hayman Godfrey Inc., Plaintiff's Attorneys, 12th Floor, JCI House, 28 Harrison Street, Johannesburg. (Tel. 836-2811.) (Ref. P M Carter/GGLIT 580694.)

Case 462/91
PH 128IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (United Bank Division), Plaintiff, and **Lyon, Lydia Elizabeth** (born 21 July 1945), First Defendant, and **Lyon, Gwendolene Aileen**, Id. No. 6503070196016, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at 131 Marshall Street, Johannesburg, on Thursday, 23 February 1995 at 10:00, of the undermentioned property of the Defendants on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection at the offices of the Sheriff for the Supreme Court, Lenasia North, at 100 Sheffield Street, Turffontein, Johannesburg, prior to the sale:

Erf 5878, Eldorado Park Extension 7 Township, Registration Division IQ, Transvaal, being 31 Minnesota Avenue, Eldorado Park Extension 7, measuring 340 square metres.

Use zone: Residential 1.

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

Dwelling-house consisting of lounge, dining-room, three bedrooms, bathroom, separate toilet and kitchen.

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

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

Dated at Johannesburg on this the 11th day of January 1995.

Bowman Gilfillan Hayman Godfrey Inc., Plaintiff's Attorneys, 12th Floor, JCI House, 28 Harrison Street, Johannesburg. (Tel. 836-2811.) (Ref. P M Carter/GGLIT 205557.)

Case 19244/89
PH 128IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (United Bank Division), Plaintiff, and **Hornby, Thomas Colan**, Id. No. 4803145175017, First Defendant, and **Hornby, Roseline Florence**, Id. No. 5006250157015, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at 131 Marshall Street, Johannesburg, on Thursday, 23 February 1995 at 10:00, of the undermentioned property of the Defendants on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection at the offices of the Sheriff for the Supreme Court, Lenasia North, at 100 Sheffield Street, Turffontein, Johannesburg, prior to the sale:

Erf 5439, Eldorado Park Extension 4 Township, Registration Division IQ, Transvaal, being 121 Mahony Crescent, Eldorado Park Extension 4, measuring 474 square metres.

Use zone: Residential 1.

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

Dwelling-house consisting of lounge, three bedrooms, bathroom and toilet, kitchen and carport.

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

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

Dated at Johannesburg on this the 11th day of January 1995.

Bowman Gilfillan Hayman Godfrey Inc., Plaintiff's Attorneys, 12th Floor, JCI House, 28 Harrison Street, Johannesburg. (Tel. 836-2811.) (Ref. P M Carter/GGLIT 010952.)

Case 19917/91
PH 128IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (United Bank Division), Plaintiff, and **Watkins, Stephen Punch** (born 31 October 1946), Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at 131 Marshall Street, Johannesburg, on Thursday, 23 February 1995 at 10:00, of the undermentioned property of the Defendant on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection at the offices of the Sheriff for the Supreme Court, Lenasia North, at 100 Sheffield Street, Turffontein, Johannesburg, prior to the sale:

Erf 1843, Eldoradopark Township, Registration Division IQ, Transvaal, being 1843 Kobalt Street, Eldoradopark, measuring 397 square metres.

Use zone: Residential 1.

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

Dwelling-house consisting of lounge, dining-room, three bedrooms, bathroom and separate toilet, shower, kitchen and garage.

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

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

Dated at Johannesburg on this the 11th day of January 1995.

Bowman Gilfillan Hayman Godfrey Inc., Plaintiff's Attorneys, 12th Floor, JCI House, 28 Harrison Street, Johannesburg. (Tel. 836-2811.) (Ref. P M Carter/GGLIT 261445.)

Case 16289/94

PH 128

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Cooper, Sean**, Id. No. 7107205117084, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at 131 Marshall Street, Johannesburg, on Thursday, 23 February 1995 at 10:00, of the undermentioned property of the Defendant on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection at the offices of the Sheriff for the Supreme Court, Johannesburg South, at 100 Sheffield Street, Turffontein, Johannesburg, prior to the sale:

Erf 668, Naturena Township, Registration Division IQ, Transvaal, being 11 Calix Place, Naturena, measuring 909 square metres.

Use zone: Residential 1.

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

Dwelling-house consisting of lounge, dining-room, family room, study, three bedrooms, two bathrooms and toilets, kitchen and double garage.

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

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

Dated at Johannesburg on this the 11th day of January 1995.

Bowman Gilfillan Hayman Godfrey Inc., Plaintiff's Attorneys, 12th Floor, JCI House, 28 Harrison Street, Johannesburg. (Tel. 836-2811.) (Ref. P M Carter/GGLIT 559833.)

Case 29013/91

PH 128

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (United Bank Division), Plaintiff, and **Adams, Mohammed Mike**, Id. No. 5508145051055, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at 131 Marshall Street, Johannesburg, on Thursday, 23 February 1995 at 10:00, of the undermentioned property of the Defendant on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection at the offices of the Sheriff for the Supreme Court, Lenasia, at 100 Sheffield Street, Turffontein, Johannesburg, prior to the sale:

Erf 5064, Lenasia Extension 1 Township, Registration Division IQ, Transvaal, being 28 Partridge Avenue, Lenasia Extension 1, measuring 991 square metres.

Use zone: Residential 1.

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

Dwelling-house consisting of entrance hall, lounge, dining-room, four bedrooms, bathroom and separate toilet, kitchen and laundry. Outbuildings: Playroom, study, garages, servants' quarters and toilet.

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

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

Dated at Johannesburg on this the 11th day of January 1995.

Bowman Gilfillan Hayman Godfrey Inc., Plaintiff's Attorneys, 12th Floor, JCI House, 28 Harrison Street, Johannesburg. (Tel. 836-2811.) (Ref. P M Carter/GGLIT 289812.)

Case 14623/89

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

In the matter between **United Building Society Limited**, Plaintiff, and **Anthony, Daphne Budwea**, First Defendant, and **Anthony, Tyrone Mitchell**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned case, a sale without reserve will be held at the office of the Deputy Sheriff, at 131 Marshall Street, Johannesburg, on 23 February 1995 at 10:00, of the undermentioned property of the First Defendant on the conditions to be read out by the auctioneer at the offices of the Deputy Sheriff, Johannesburg, prior to the sale:

Certain Erf 664, Linmeyer Township, Registration Division IR, Transvaal, situated at 62 Retha Street, Linmeyer, Johannesburg, measuring 1 356 square metres.

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

The house consists of an entrance hall, lounge, dining-room, three bedrooms, two bathrooms with shower and toilets and a kitchen.

Terms: 10% (ten per cent) of the purchase price in cash on the day of the sale, the balance payable against registration of transfer, to be secured by a bank, building society or other acceptable guarantee to be furnished within 21 days from the date of sale.

Auctioneer's charges, payable on the day of the sale, to be calculated as follows: 5% (five per cent) on the proceeds of the sale up to a price of R20 000 and thereafter 3% (three per cent) up to a maximum fee of R6 000. Minimum charges R200 (two hundred rand). The sale may be subject to Value-Added Tax which will be payable by the purchaser.

Date: 12 January 1995.

Langstaffe Bird & Co., Metropolitan Life Building, 108 Fox Street, Johannesburg. (Tel. 838-5190.) (Ref. Mr Letty/HAS.)

Case 85413/94

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

In the matter between **City of Johannesburg Pension Fund**, Plaintiff, and **Mbulelo Elijah Mqwayo**, Defendant

In pursuance of a judgment in the Court for the Magistrate of Johannesburg and writ of execution dated 9 November 1994, the property listed hereunder will be sold in execution on 24 February 1995 at 10:00, at the Johannesburg Magistrate's Court, Fox Street entrance, Johannesburg:

Certain Erf 882, Protea Glen Township, Registration Division IQ, Transvaal, measuring 216 (two hundred and sixteen) square metres held under Deed of Transfer TE47483/1992.

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 lounge, kitchen, two bedrooms, bathroom and w.c.

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 15,25% (fifteen comma two 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 Value-Added Tax 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.

Moodie & Robertson, Plaintiff's Attorneys, Fifth Floor, African Life Centre, corner of Eloff and Commissioner Streets, Johannesburg. (Tel. 333-6114.) (Ref. Mr Johnson/J84254.)

Case 7124/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited**, Plaintiff, and **Chauke: Josiah Mashuini**, First Defendant, and **Chauke: Asama Aletta**, Second Defendant

A sale without reserve will be held at the office of the Sheriff of the Supreme Court, 8 Park Street, Kempton Park, on Thursday, 23 February 1995 at 10:00, of the undermentioned immovable property of the Defendants, on the conditions, which may be inspected at the office of the Sheriff of the Supreme Court, prior to the sale:

Erf 566, Clayville Extension 8 Township, Registration Division JR, Transvaal, measuring 1 115 square metres, held by the Defendants under Deed of Transfer T77780/92, being 38 Pearce Street, Clayville Extension 8.

Improvements described hereunder are not guaranteed:

The dwelling consists of an entrance hall, lounge, dining-room, three bedrooms, two bathrooms/w.c./shower, kitchen, laundry, two garages and servant's room/w.c.

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 this the 18th day of January 1995.

K. J. Braatvedt, for Smith Jacobs & Braatvedt, First Floor, Cradock Heights, 21 Cradock Avenue, Rosebank, Johannesburg. (Tel. 883-2740.)

Case 18886/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited**, Plaintiff, and **Sante FE 2/317 CC**, First Defendant, **Binikos, Zak John**, Second Defendant, and **Gropp, Gusta**, Third Defendant

A sale without reserve will be held at the Sheriff's Office, Unit 2 North View, 45 Richards Drive, Halfway House, on Wednesday, 22 February 1995 at 14:30, of the undermentioned property on conditions which may be inspected at the offices of the Sheriff, prior to the sale:

Portion 2 of Holding 317, Glen Austin Agricultural Holdings Extension 1, Registration Division JR, Transvaal, measuring 8 565 square metres, held by the First Defendant under Deed of Transfer T93594/1992, being 2/317 Olifantsfontein Road, Glen Austin Extension 1, and consisting of a lounge, dining-room, three bedrooms, two bathrooms, separate w.c., kitchen, two staffrooms and two showers. Improvements described are not guaranteed.

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

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

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

Case 24692/93
PH 433

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Macsteel (Pty) Limited**, Plaintiff (Execution Creditor), and **Terblanche, Jacobus Johannes**, Defendant (Execution Debtor)

In terms of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) and a writ in the above-mentioned matter, a sale by public auction will be held at the offices of the Sheriff of the Supreme Court, 182 Leeuwpoot Street, Boksburg, on Friday, 17 February 1995 at 11:15, by the Sheriff, Boksburg, upon conditions which may be inspected at the office of the said Sheriff and which will be read out by the auctioneer at the time of the sale of the property owned by the Defendant, being:

Certain: Erf 827, Van Dyk Park Township, Boksburg, Registration Division IR, Transvaal (29 Kershout Street, Van Dyk Park, Boksburg), measuring 1 039 square metres, held by Deed of Transfer T30277/92.

Subject to: Such conditions as are mentioned and/or referred to in the aforesaid deed.

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

Built of brick and plaster, under a corrugated roof, comprising combined lounge/dining-room, kitchen, three bedrooms, bathroom and toilet, single garage with wooden door, carport and precast walling by for sides. Paving from road to garage.

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

Dated at Johannesburg this 14th day of December 1994.

Kasimov & Associates, Attorneys for the Plaintiff Execution Creditor, Second Floor, 9 Wellington Road, Parktown; P.O. Box 7622, Johannesburg. (Tel. 484-4130.) (Ref. W. Kasimov/M113.)

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Monnamogolo Mathews Motloun**, First Defendant, and **Mmapula Dorothy Motloun**, Second Defendant

A sale in execution of the undermentioned property is to be held at the Sheriff, 142 Struben Street, Pretoria, on Wednesday, 8 March 1995 at 10:00:

Full conditions of sale can be inspected at the Sheriff, Pretoria South, Eden Park, Plot 83, Lyttleton Agricultural Holdings, Verwoerdburg, and will be read out prior to sale.

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

Property: Portion 26 (portion of Portion 7) of the farm Olievenhoutbosch 389, Registration Division JR, Transvaal.

Improvements: Unimproved.

Hack Stupel & Ross, Attorneys for the Plaintiff, P.O. Box 2000, Pretoria. [Tel. (012) 325-4185.] (Ref. B. du Plooy/LVDM/GT1922.)

Saak 4310/94

IN DIE LANDDROSHOF VIR DIE DISTRIK MIDDELBURG GEHOU TE MIDDELBURG

In die saak tussen **Eerste Nasionale Bank van S.A.**, Eksekusieskuldeiser, en **Magdalena Claudina Rothmann**, Eksekusieskuldenaar

Ingevolge 'n vonnis toegestaan in die Landdroshof, Middelburg, en 'n lasbrief vir eksekusie gedateer 1 November 1994, sal die vaste eiendom hieronder genoem, in eksekusie verkoop word op 24 Februarie 1995 om 09:00, voor die Landdroskantore, Frankstraat, Balfour:

Erf 1695, geleë in die dorp Balfour, Registrasieafdeling IR, Transvaal, groot 2 855 (tweeënduisend agthonderd vyf-en-vyftig) vierkante meter, gehou kragtens Akte van Transport T31464/93.

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

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

Geteken te Middelburg op die 23ste dag van Januarie 1995.

B. Badenhorst, Midmed Sentrum 1, hoek van Mark- en Joubertstraat, Middelburg, 1050.

Case 23452/94

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

In the matter between **NBS Bank Limited**, Plaintiff, and **Pulcheria House (Pty) Limited**, First Defendant, and **Theodosiou, Antonys**, Second Defendant, and **Theodosiou, Demetrys**, Third Defendant, and **Theodosiou, Soteris Christos**, Fourth Defendant

In pursuance of a judgment in the Supreme Court (Witwatersrand Local Division) and writ of execution the property listed hereunder which was attached on 15 November 1994 will be sold in execution on Thursday, 23 February 1995 at 10:00, in front of the offices of the Sheriff of the Supreme Court, 131 Marshall Street, Johannesburg, to the highest bidder:

Erf 1370, Mayfair Township, Registration Division IQ, Transvaal, in extent 495 (four hundred and ninety-five) square metres, situated at 77 Fifth Avenue, Mayfair, Johannesburg.

The following improvements are reported to be on the property, but nothing is guaranteed: Residence, single-storey dwelling, detached. Walls: Brick. Roof: Corrugated iron. Floor: Fitted carpets and tiles. Rooms: Lounge, kitchen, two bedrooms, bathroom and toilet. Outbuildings: Toilet. Boundary: Fenced, brick walls, concrete walls.

Improvements: Walling, paving and fencing.

Conditions of sale: The purchase price will be payable as to a deposit in cash of 10% (ten per cent) and the balance against transfer. The full conditions of sale which will be read immediately prior to the sale, may be inspected at the Sheriff's Office, Supreme Court, 32 Von Brandis Street, Johannesburg, for the Supreme Court. A substantial bank loan can be raised for an approved purchaser with prior approval.

Dated at Johannesburg on the 30th day of November 1994.

De Villiers & Co., Ninth Floor, NBS Building, corner of Market and Rissik Streets, Docex 571, Johannesburg. (Tel. 29-3913/4, 29/3921/2/3.) (Ref. Mr Steyn/1173.)

Case 23453/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **NBS Bank Limited**, Plaintiff, and **Pulcheria House (Pty) Limited**, First Defendant, **Theodosiou, Antonys**, Second Defendant, **Theodosiou, Demetrys**, Third Defendant, and **Theodosiou Soterys Christos**, Fourth Defendant

In pursuance of a judgment in the Supreme Court (Witwatersrand Local Division) and writ of execution the property listed hereunder which was attached on 15 November 1994, will be sold in execution on Thursday, 23 February 1995 at 10:00, in front of the offices of the Sheriff of Supreme Court, 131 Marshall Street, Johannesburg, to the highest bidder:

Erf 1374, Mayfair Township, Registration Division IQ, Transvaal, in extent 495 (four hundred and ninety-five) square metres, situated at 81 Fifth Avenue, Mayfair, Johannesburg.

The following improvements are reported to be on the property, but nothing is guaranteed: Residence, single-storey dwelling, detached. Walls: Brick. Roof: Corrugated iron. Floor: Fitted carpets and tiles. Rooms: Lounge, kitchen, two bedrooms, bathroom, shower and toilet. Outbuildings: Garages, carports, toilet. Boundary: Fenced, brick walls and concrete walls.

Improvements: Walling, paving and carport.

Conditions of sale: The purchase price will be payable as to a deposit in cash of 10% (ten per cent) and the balance against transfer. The full conditions of sale which will be read immediately prior to the sale, may be inspected at the Sheriff's Office, Supreme Court, 32 Von Brandis Street, Johannesburg, for the Supreme Court. A substantial bank loan can be raised for an approved purchaser with prior approval.

Dated at Johannesburg on the 30th day of November 1994.

De Villiers & Co., Ninth Floor, NBS Building, corner of Market and Rissik Streets, Docex 571, Johannesburg. (Tel. 29-3913/4, 29/3921/2/3.) (Ref. Mr Steyn/1174.)

Case 23455/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **NBS Bank Limited**, Plaintiff, and **Pulcheria House (Pty) Limited**, First Defendant, **Theodosiou, Antonys**, Second Defendant, **Theodosiou, Demetrys**, Third Defendant, and **Theodosiou, Soterys Christos**, Fourth Defendant

In pursuance of a judgment in the Supreme Court (Witwatersrand Local Division) and writ of execution the property listed hereunder which was attached on 15 November 1994, will be sold in execution on Thursday, 23 February 1995 at 10:00, in front of the offices of the Sheriff of Supreme Court, 131 Marshall Street, Johannesburg, to the highest bidder:

Erf 1373, Mayfair Township, Registration Division IQ, Transvaal, in extent 495 (four hundred and ninety-five) square metres, situated at 84 and 84A Fourth Avenue, Mayfair, Johannesburg.

The following improvements are reported to be on the property, but nothing is guaranteed: Residence, single storey dwelling, detached. Walls: Brick. Roof: Corrugated iron. Floor: Fitted carpets and tiles. Rooms: Lounge, kitchen, two bedrooms, bathroom and toilet. Outbuilding: Toilet. Boundary: Fenced, brick walls and concrete walls.

Improvements: Walling, paving and carport.

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. Full conditions of sale which will be read immediately prior to the sale, may be inspected at the Sheriff's Office, Supreme Court, 32 Von Brandis Street, Johannesburg, for the Supreme Court. A substantial bank loan can be raised for an approved purchaser with prior approval.

Dated at Johannesburg on the 30th day of November 1994.

De Villiers & Co., Ninth Floor, NBS Building, corner of Market and Rissik Streets, Docex 571, Johannesburg. (Tel. 29-3913/4, 29-3921/2/3.) (Ref. Mr Steyn/1172.)

Case 25726/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **NBS Bank Limited**, Plaintiff, and **Mahashe, Tatana David**, Defendant

In pursuance of a judgment in the Supreme Court (Witwatersrand Local Division) and writ of execution the property listed hereunder which was attached on 14 December 1994, will be sold in execution on Thursday, 23 February 1995 at 10:00, in front of the offices of the Sheriff of Supreme Court, 131 Marshall Street, Johannesburg, to the highest bidder:

Erf 6766, Emdeni Extension 2 Township, Registration Division IQ, Transvaal, in extent 272 (two hundred and seventy-two) square metres, situated at 6766 Emdeni Extension 2, Soweto, Johannesburg.

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

Improvements: Fencing and paving.

Conditions of sale: The purchase price will be payable as to a deposit in cash of 10% (ten per cent) and the balance against transfer. The full conditions of sale which will be read immediately prior to the sale, may be inspected at the Sheriff's Office, Second Floor, TFC House, 32 Von Brandis Street, Johannesburg, for the Supreme Court. A substantial bank loan can be raised for an approved purchaser with prior approval.

Dated at Johannesburg on the 10th day of January 1995.

De Villiers & Co., Ninth Floor, NBS Building, corner of Market and Rissik Streets, Docex 571, Johannesburg. (Tel. 29-3913/4, 29/3921/2/3.) (Ref Mr Steyn/1212.)

Case 28169/94

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

In the matter between **NBS Bank Limited**, Plaintiff, and **Mmusi Sheila Onkaetse**, Defendant

In pursuance of a judgment in the Supreme Court (Witwatersrand Local Division) and writ of execution, the property listed hereunder which was attached on 8 December 1994 will be sold in execution on Thursday, 23 February 1995 at 10:00, in front of the offices of the Sheriff of Supreme Court, 131 Marshall Street, Johannesburg, to the highest bidder:

Erf 108, Naturena Township, Registration Division IQ, Transvaal, in extent 891 (eight hundred and ninety-one) square metres, situated at 14 Coetzee Place, Naturena, Johannesburg.

The following improvements are reported to be on the property, but nothing is guaranteed: Residence, single storey dwelling, detached.

Walls: Brick and plaster.

Roof: Tiles.

Floor: Tiles.

Rooms: Lounge, dining-room, kitchen, three bedrooms, two bedrooms and two toilets.

Outbuildings: Two garages, servant's room, toilet plus shower.

Boundary: Concrete walls.

Improvements: Swimming-pool, walling and paving.

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

Dated at Johannesburg on the 10th day of January 1995.

De Villiers & Co., Ninth Floor, NBS Building, corner of Market and Rissik Streets, Docex DX571, Johannesburg. (Tel. 336-3913/4, 336-3921/2/3.) (Ref. Mr Steyn/1238.)

Case 25727/94

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

In the matter between **NBS Bank Limited**, Plaintiff, and **Mahlaule, Gregory Sazi, First Defendant, and Mahlaule, Maria, Second Defendant**

In pursuance of a judgment in the Supreme Court (Witwatersrand Local Division) and writ of execution, the property listed hereunder which was attached on 14 December 1994, will be sold in execution on Thursday, 23 February 1995 at 10:00, in front of the Offices of the Sheriff of Supreme Court, 131 Marshall Street, Johannesburg, to the highest bidder:

Erf 6402, Emdeni Extension 2 Township, Registration Division IQ, Transvaal, in extent 273 (two hundred and seventy-three) square metres, situated at 6402 Emdeni Extension 2, Soweto, Johannesburg.

The following improvements are reported to be on the property, but nothing is guaranteed: Residence, single-storey dwelling, detached.

Walls: Brick and plaster.

Roof: Tile.

Floor: Tiles.

Rooms: Lounge, kitchen, two bedrooms, bathroom and shower.

Outbuildings: None.

Boundary: Fenced.

Improvements: None.

Conditions of sale: The purchase price will be payable as to a deposit in cash of 10% (ten per cent) and the balance against transfer. The full conditions of sale which will be read immediately prior to the sale, may be inspected at the Sheriff's Office, Second Floor, TFC House, 32 Von Brandis Street, Johannesburg for the Supreme Court. A substantial bank loan can be raised for an approved purchaser with prior approval.

Dated at Johannesburg on the 10th day of January 1995.

De Villiers & Co., Ninth Floor, NBS Building, corner of Market and Rissik Streets, Docex DX571, Johannesburg. (Tel. 336-3913/4, 336-3921/2/3.) (Ref. Mr Steyn/1213.)

Case 11978/94
PH 152

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Ransome, Trevor Ian**, Plaintiff, and **Titcombe, Roy James**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit a sale without a reserve price will be held by the Sheriff of the Supreme Court, Johannesburg, at 131 Marshall Street, Johannesburg, on 23 February 1995 at 10:00, of the undermentioned property of the Defendant on the conditions to be read out by the auctioneer prior to the sale:

Description: The dwelling consists of a single storey detached house situated at 19 Ambush Street, Kensington, Johannesburg, in good condition with a separate fully fitted flat/office, fully enclosed walls, security gates, established garden and double carport.

Certain Erf 2447, Kensington, Registration Division IR, Transvaal, area 495 square metres, situation 19 Ambush Street, Kensington, Johannesburg.

The property is situated in an area zoned residential.

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

Auctioneer's charges, payable on the day of sale, to be calculated as follows: 5% (five per centum) on the proceeds of the sale up to a price of R20 000 (twenty thousand rand) and thereafter 3% (three per centum) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R100 (one hundred rand).

Signed at Johannesburg on the 24th day of January 1995.

Silver & Warren, Plaintiff's Attorneys, Ground Floor, 12 Baker Street, Rosebank, Johannesburg. (Tel. 880-1174.) (Ref. Mr Silver/Mrs Arbeter/MH/R8.)

Case 23450/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **NBS Bank Limited**, Plaintiff, and **Jazpaul Investments (Pty) Limited**, First Defendant, **Theodosiou, Antonys**, Second Defendant, **Theodosiou, Dimetrys**, Third Defendant, and **Theodosiou, Soteris Christos**, Fourth Defendant

In pursuance of a judgment in the Supreme Court (Witwatersrand Local Division) and writ of execution the property listed hereunder which was attached on 15 November 1994, will be sold in execution on Thursday, 23 February 1995 at 10:00, in front of the offices of the Sheriff of Supreme Court, 131 Marshall Street, Johannesburg, to the highest bidder:

Erf 1388, Mayfair Township, Registration Division IQ, Transvaal, in extent 495 (four hundred and ninety-five) square metres, situated at 87 Fourth Avenue, Mayfair, Johannesburg.

The following improvements are reported to be on the property, but nothing is guaranteed: Residence, single storey dwelling, detached.

Walls: Brick and plaster.

Roof: Corrugated iron.

Floor: Fitted carpets and tiles.

Rooms: Lounge, kitchen, three bedrooms, bathroom and toilet.

Outbuildings: Servant's room, store and toilet.

Boundary: Brick and concrete walls.

Improvements: Walling, paving and carport.

Conditions of sale: The purchase price will be payable as to a deposit in cash of 10% (ten per cent) and the balance against transfer. The full conditions of sale which will be read immediately prior to the sale, may be inspected at the Sheriff's Office, Second Floor, TFC House, 32 Von Brandis Street, Johannesburg, for the Supreme Court. A substantial bank loan can be raised for an approved purchaser with prior approval.

Dated at Johannesburg on the 12th day of December 1994.

De Villiers & Co., Ninth Floor, NBS Building, corner of Market and Rissik Streets, Docex 571, Johannesburg. (Tel. 336-3913/4, 336-3921/2/3.) (Ref. Mr Steyn/1175.)

Case 23454/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **NBS Bank Limited**, Plaintiff, and **Jazpaul Investments (Pty) Limited**, First Defendant, and **Theodosiou, Antonys**, Second Defendant, **Theodosiou, Dimetrys**, Third Defendant, and **Theodosiou, Soteris Christos**, Fourth Defendant

In pursuance of a judgment in the Supreme Court (Witwatersrand Local Division) and writ of execution the property listed hereunder which was attached on 15 November 1994 will be sold in execution on Thursday, 23 February 1995 at 10:00, in front of the offices of the Sheriff of Supreme Court, 131 Marshall Street, Johannesburg, to the highest bidder:

Erf 1387, Mayfair Township, Registration Division IQ, Transvaal, in extent 495 (four hundred and ninety-five) square metres, situated at 86 and 86A Third Avenue, Mayfair, Johannesburg.

The following improvements are reported to be on the property, but nothing is guaranteed: Residence, single storey dwelling, detached.

Walls: Brick and plaster.

Roof: Corrugated iron.

Floor: Fitted carpets and tiles.

Rooms: Lounge, kitchen, three bedrooms, bathroom and toilet.

Outbuildings: Servant and toilet.

Boundary: Fenced, brick and concrete walls.

Improvements: Fencing, walling and paving.

Conditions of sale: The purchase price will be payable as to a deposit in cash of 10% (ten per cent) and the balance against transfer. The full conditions of sale which will be read immediately prior to the sale, may be inspected at the Sheriff's Office, Second Floor, TFC House, 32 Von Brandis Street, Johannesburg, for the Supreme Court. A substantial bank loan can be raised for an approved purchaser with prior approval.

Dated at Johannesburg on the 12th day of December 1994.

De Villiers & Co., Ninth Floor, NBS Building, corner of Market and Rissik Streets, Docex DX571, Johannesburg. (Tel. 336-3913/4, 336-3921/2/3.) (Ref. Mr Steyn/1176.)

Case 23456/94

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

In the matter between **NBS Bank Limited**, Plaintiff, and **Jazpaul Investments (Pty) Limited**, First Defendant, **Theodosiou, Antonys**, Second Defendant, **Theodosiou, Dimetrys**, Third Defendant, and **Theodosiou, Soteris Christos**, Fourth Defendant

In pursuance of a judgment in the Supreme Court (Witwatersrand Local Division) and writ of execution the property listed hereunder which was attached on 15 November 1994, will be sold in execution on Thursday, 23 February 1995 at 10:00, in front of the offices of the Sheriff of Supreme Court, 131 Marshall Street, Johannesburg, to the highest bidder:

Erf 1396, Mayfair Township, Registration Division IQ, Transvaal, in extent 248 (two hundred and forty-eight) square metres, situated at 80 Third Avenue, Mayfair, Johannesburg.

The following improvements are reported to be on the property, but nothing is guaranteed: Residence, single storey dwelling, detached.

Walls: Brick and painted.

Roof: Corrugated iron.

Floor: Fitted carpets and tiles.

Rooms: Lounge, kitchen, three bedrooms, bathroom and toilet.

Outbuildings: Garage, servant's room and toilet.

Boundary: Brick and concrete walls.

Improvements: Fencing, walling and paving.

Conditions of sale: The purchase price will be payable as to a deposit in cash of 10% (ten per cent) and the balance against transfer. The full conditions of sale which will be read immediately prior to the sale, may be inspected at the Sheriff's Office, Second Floor, TFC House, 32 Von Brandis Street, Johannesburg, for the Supreme Court. A substantial bank loan can be raised for an approved purchaser with prior approval.

Dated at Johannesburg on the 12th day of December 1994.

De Villiers & Co., Ninth Floor, NBS Building, corner of Market and Rissik Streets, Docex DX571, Johannesburg. (Tel. 29-3913/4, 29-3921/2/3.) (Ref. Mr Steyn/1177.)

Saak 35737/94

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **Kleinsake-ontwikkelingskorporasie Beperk**, Eiser, en **D. C. Crane Services BK**, Eerste Verweerder, en **Andries Carel Cilliers**, Tweede Verweerder

Ter uitwinning van 'n vonnis van die Landdroshof te Pretoria, en 'n lasbrief vir eksekusie gedateer 23 Junie 1994 in bogemelde saak, sal 'n verkoping sonder 'n reserweprys gehou word voor die Landdroskantore Wonderboom, op 17 Februarie 1995 om 11:00, van die ondervermelde eiendom van die Tweede Verweerder op die voorwaardes wat deur die afslaer gelees sal word ten tye van die verkoping en welke voorwaardes by die kantoor van die Geregsbode Wonderboom, en Klerk van die Hof, Landdroshof Pretoria, voor die verkoping ter insae sal lê:

Sekere Erf 390, Rosslyn-uitbreiding 2-dorpsgebied, Registrasieafdeling JR, Transvaal, groot 5 000 vierkante meter, gehou T76729/90 (hierna genoem die eiendom).

Die volgende besonderhede word verskaf maar nie gewaarborg nie: Fabrieksgeboue met verskeie kantore.

Terme: Tien persent van die verkoopprijs en afslaersgelde in kontant op die dag van die verkoping en die balans plus rente teen registrasie van transport. Ten opsigte van die balans moet 'n bank- of bankgenootskap of ander aanneembare waarborg binne 14 dae vanaf verkoping verskaf word.

Geteken te Pretoria op die 25ste dag van Januarie 1995.

W. H. Britz, vir Gouws Strydom & Britz Ing., Prokureurs vir Eiser, Tweede Verdieping, Unitedgebou, Esselenstraat 291, Sunnyside. [Tel. (012) 341-3532.] (Verw. W. H. Britz/LB/WA 329.)

Case 80956/94**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PRETORIA HELD AT PRETORIA**

In the matter between **ABSA Bank Limited** (Allied Division), Plaintiff, and **Roland Richard White**, First Defendant, and **Jean Delene White**, Second Defendant

A sale will be held at 142 Struben Street, Pretoria, on Wednesday, 22 February 1995 at 10:00, of:

Erf 1759, situated in the Town of Heuweloord Extension 4, Registration Division JR, Transvaal, measuring 1 047 square metres, known as 8 Silky Oak Street, Heuweloord Extension 4.

Particulars are not guaranteed.

Dwelling with lounge, dining-room, kitchen, three bedrooms and two bathrooms.

Inspect conditions at Sheriff, Pretoria South, Holding 83, corner of Gerhardts Street and West Avenue, Lyttelton Agricultural Holdings, Verwoerdburg City.

J. A. Alheit, for MacRobert De Villiers Lunnon & Tindall Inc. (Tel. 328-6770.) (Ref. N1/A-424881/JAA/J. S. Herbst.)

Case 81831/94**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PRETORIA HELD AT PRETORIA**

In the matter between **ABSA Bank Limited** (United Division), Plaintiff, and **Mattheus Lukas Francois Groenewald**, First Defendant, and **Catharina Doretha Groenewald**, Second Defendant

A sale will be held at Room 603A, Olivetti House, corner of Schubart and Pretorius Streets, Pretoria, on Thursday, 23 February 1995 at 10:00, of:

Section 1, as shown on Sectional Plan SS544/92 in the building Duet 3397 situated at Erf 3397, Elandsport Township Local Authority, Pretoria, measuring 97 square metres; and

an undivided share in the common property in the land and building held under Certificate of Sectional Registered Title ST89035/92 dated 29 September 1992, known as Section 1 (Duet), 171A Mike du Toit Street, Elandsport, 0183. Particulars are not guaranteed.

Three-bedroomed duet with lounge, dining-room, kitchen, bathroom and car-port.

Inspect conditions at Sheriff Pretoria West, Room 607, Olivetti House, corner of Schubart and Pretorius Streets, Pretoria.

J. A. Alheit, for MacRobert De Villiers Lunnon & Tindall Inc. (Tel. 328-6770.) (Ref. N1/A-424898/JAA/J. S. Herbst.)

Case 14229/93**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PRETORIA HELD AT PRETORIA**

In the matter between **ABSA Bank Limited** (United Division), Plaintiff, and **Jan Adriaan Booyens**, First Defendant, and **Janetta Maria Booyens**, Second Defendant

A sale will be held at Room 603A, Olivetti House, corner of Schubart and Pretorius Streets, Pretoria, on Thursday, 23 February 1995 at 10:00, of:

Remaining Extent of Portion 1 of Erf 719, in the Town Mountain View (Pretoria), Registration Division JR, Transvaal, measuring 650 square metres, known as 1109 Bergsig Street, Mountain View, 0082.

Particulars are not guaranteed.

Dwelling with lounge, dining-room, kitchen, two bedrooms, toilet and shower, garage and outside toilet.

Inspect conditions at Sheriff Pretoria West, Room 607, Olivetti House, corner of Schubart and Pretorius Streets, Pretoria.

J. A. Alheit, for MacRobert De Villiers Lunnon & Tindall Inc. (Tel. 328-6770.) (Ref. N1/A-409848/JAA/J. S. Herbst.)

Case 22452/94

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

In the matter between **ABSA Bank Limited** (Volkskas Division), Plaintiff, and **Sybrand Lourens de Kock**, First Defendant, and **Jacqueline de Kock**, Second Defendant

A sale in execution will be held on Thursday, 23 February 1995 at 10:00, by the Sheriff for Kempton Park South at his office at 8 Park Street, Kempton Park, of:

Erf 649, situated in the Township of Terenure Extension 15, Registration Division IR, Transvaal, in extent 900 square metres, known as 20 Opstal Road, Terenure Extension 15. Particulars are not guaranteed:

Dwelling with lounge, dining-room, kitchen, three bedrooms, two bathrooms and dressing-room.

Inspect conditions at the Sheriff for Kempton Park South at 8 Park Street, Kempton Park.

J. A. Alheit, for MacRobert De Villiers Lunnon & Tindall Inc. (Tel. 328-6770.) (Ref. N1/A-424813/JAA/J. S. Herbst.)

Case 3568/93

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

In the matter between **ABSA Bank Limited** (United Division), Plaintiff, and **Johannes Jacobus Pretorius**, First Defendant, and **Maria Magdalena Pretorius**, Second Defendant

A sale will be held at the Sheriff Wonderboom, Portion 83, De Onderstepoort (just North of Sasko Mills), old Warmbaths Road, Bon Accord, on Friday, 24 February 1995 at 11:00, of:

Erf 426, situated in the Township of the Orchards Extension 10, Registration Division JR, Transvaal, measuring 823 square metres, known as 6 Jo Roos Street, The Orchards Extension 10. Particulars are not guaranteed.

Dwelling with lounge, dining-room, kitchen, two bedrooms, one and a half bathroom, car-port and toilet.

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

J. A. Alheit, for MacRobert De Villiers Lunnon & Tindall Inc. (Tel. 328-6770.) (Ref. N1/A-371744/JAA/J. S. Herbst.)

Case 13705/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **ABSA Bank Limited** (United Division), Plaintiff, and **Miltiades Voyiatzis**, in his capacity as Executor of the Estate Late **Margaret Voyiatzis**, Defendant

A sale in execution will be held on Friday, 24 February 1995 at 10:00, by the Sheriff for Rustenburg at the Magistrate's Court, corner of Van Staden and Kloppe Streets, Rustenburg, of:

Erf 1167, in the town Proteapark Extension 1, Registration Division JQ, Transvaal, in extent 1 500 (one thousand five hundred) square metres, known as 16 Wildevy Street, Rustenburg.

Particulars are not guaranteed.

Dwelling with entrance hall, lounge, TV-room, dining-room, kitchen, three bedrooms, bathroom, toilet, staff-room, store, two garages, outside toilet and shower.

Inspect conditions at the Sheriff, Rustenburg, Second Floor, Biblio Plaza, corner of Smit and Van Staden Streets, Rustenburg.

J. A. Alheit, for MacRobert De Villiers Lunnon & Tindall Inc. (Tel. 328-6770.) (Ref. N1/A-414124/JAA/J. S. Herbst.)

Case 25888/92

IN THE SUPREME COURT OF SOUTH AFRICA

In the matter between **ABSA Bank Limited** (United Division), Plaintiff, and **Francois Abraham Brits**, Defendant

A sale in execution will be held on Friday, 24 February 1995 at 10:00, by the Sheriff for Nylstroom, in front of the Magistrate's Office, Van Emmenis Street, Nylstroom, of:

Erf 2361, in the town Nylstroom Extension 15, Registration Division KR, Transvaal, in extent 723 (seven hundred and twenty-three) square metres, known as 9AD Diedrich Street, Nylstroom.

Particulars are not guaranteed.

Dwelling with lounge, dining-room, kitchen, three bedrooms and bathroom.

Inspect conditions at the Sheriff, Nylstroom, Rentmeester Building, 88 Potgieter Street, Nylstroom.

J. A. Alheit, for MacRobert De Villiers Lunnon & Tindall Inc. (Tel. 328-6770.) [Ref. N1/A-429903 (392314)/JAA/J. S. Herbst.]

Case 5280/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **ABSA Bank Limited** (United Division), Plaintiff, and **Phashake William Sebati**, First Defendant, and **Elizabeth Mpoteng Sebati**, Second Defendant

A sale in execution will be held on Friday, 24 February 1995 at 11:00, by the Sheriff for Wonderboom, at Portion 83, De Onderstepoort, just north of Sasko Mills, old Warmbaths Road, Bon Accord, of:

Erf 64, in the Township of Amandasig, Registration Division JR, Transvaal, in extent 1 271 (one thousand two hundred and seventy-one) square metres, known as 32 Kamferfoelie Street, Amandasig.

Particulars are not guaranteed.

Dwelling with entrance hall, lounge, dining-room, family room, kitchen, three bedrooms, bathroom, study, scullery, toilet, double garage, two car-ports, servant's room, toilet, lapa, swimming-pool and borehole.

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-366516/JAA/J. S. Herbst.)

Case 10121/91

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

In the matter between **ABSA Bank Limited** (United Division), Plaintiff, and **Samuel Jack Jacobs**, Defendant

A sale will be held at the Sheriff, Wonderboom, Portion 83, De Onderstepoort, just north of Sasko Mills, old Warmbaths Road, Bon Accord, on Friday, 24 February 1995 at 11:00, of:

All right, title and interest in the leasehold in respect of Erf 20137, in the Township of Mamelodi, Registration Division JR, Transvaal, measuring 394 (three hundred and ninety-four) square metres, known as ROW 20137, Mamelodi.

Particulars are not guaranteed.

Dwelling with lounge, kitchen, three bedrooms, bathroom and toilet.

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

J. A. Alheit, for MacRobert De Villiers Lunnon & Tindall Inc. (Tel. 328-6770.) [Ref. N1/A-409853 (360983)/JAA/J. S. Herbst.]

Case 70024/93

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

In the matter of **ABSA Bank Beperk** (Volkskas Bank Divisie), Plaintiff, and **Erf 19, Witfield BK**, First Defendant, and **Wilhelm Jacobus Coetzee**, Second Defendant

A sale will be held at the offices of the Sheriff, Germiston North, of Fourth Floor, Standard Towers, President Street, Germiston, on 23 February 1995 at 10:00, of:

Remaining Extent of Erf 19, Witfield, Registration Division IR, Transvaal, measuring 4 511 (four thousand five hundred and eleven) square metres, known as Erf 19, Witfield.

Particulars are not guaranteed: Vacant erf.

Inspect conditions at Sheriff, Germiston North, Fourth Floor, Standard Towers, President Street, Germiston.

W. Joubert, for MacRobert De Villiers Lunnon & Tindall Inc. (Tel. 328-6770.) (Ref. n4/390417/WJ/sdm.)

Case 19347/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **The Standard Bank of S.A. Limited**, Plaintiff, and **Cornelius Jacob Oosthuizen**, Defendant

A sale in execution of the undermentioned property is to be held by the Sheriff, Klerksdorp, at the Defendants' property namely 31 Jan van Riebeeck Road, Elandsheувел, Klerksdorp, on Wednesday, 22 February 1995 at 11:00:

Full conditions of sale can be inspected at the Sheriff, Klerksdorp offices at 11 Teak Avenue, Klerksindustria, Klerksdorp, and will be read out prior to the sale taking place.

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

Property: Portion 329 (a portion of Portion 167) of the farm Elandsheувел 402, Registration Division IP, Transvaal, measuring 4 037 square metres, also known as 31 Jan van Riebeeck Road, Klerksdorp.

Improvements: House, entrance hall, dining-room, lounge, family room, kitchen, laundry, three bedrooms, bathroom with toilet, separate toilet, four garages, two outside rooms, outside toilet, some brick and pre-cast walling and perimeter fencing and paving.

Findlay & Niemeyer Inc., Attorneys for Plaintiff, P.O. Box 801, Pretoria. (Tel. 326-2487.) (Ref. Mr Coetzee/eb/S1656.)

Saak 19225/94

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **ABSA Bank Beperk**, Eiser, en **Jacobus Stefanus Oosthuizen**, Verweerder

Geliewe kennis te neem dat die eiendom bekend as Gedeelte 3 van die Erf 118, geleë in die dorpsgebied Claremont, Registrasieafdeling JR, Transvaal, groot 650 (ses vyf nul) vierkante meter, gehou kragtens Akte van Transport T56681/1992, en geleë te Boekenhoutkloofstraat 890, Claremont, Pretoria, in eksekusie verkoop sal word op 23 Februarie 1995 om 10:00, te Kamer 603A, Sesde Verdieping, Olivettihuis, hoek van Schubart- en Pretoriusstraat, Pretoria.

Gemelde eiendom bestaan uit: Twee slaapkamers, sitkamer, kombuis, eetkamer, badkamer en toilet. *Buitegeboue:* Sink huisie, buite toilet en boorgat toegerus (pomp stukkend). Eiendom is omhein met betonmure.

Geliewe verder kennis te neem dat die verkoopvoorwaardes vir bogemelde verkoping ter insae lê by die kantore van die Balju, Pretoria-Wes, Kamer 603A, Sesde Verdieping, Olivettihuis, hoek van Schubart- en Pretoriusstraat, Pretoria.

Geteken te Pretoria op hierdie 27ste dag van Januarie 1995.

N. Döman, vir Laäs, Döman & Vennote, Vierde Verdieping, Adventiciagebou, Visagiestraat 180, Pretoria. (Tel. 323-2316.) (Verw. N. Döman/yva/NT08-484.)

Saak 13294/94

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

In die saak tussen **ABSA Bank Beperk**, Eiser, en **Giovanni Secondo Scribante**, Verweerder

'n Eksekusieverkoping word gehou deur die Balju, Pretoria-Oos, te Strubenstraat 142, Pretoria, op 22 Februarie 1995 om 10:00, van:

Erf 16, geleë in die dorp Lynnwood Ridge, Registrasieafdeling JR, Transvaal, groot 1599 vierkante meter, gehou kragtens Akte van Transport T94357/92, beter bekend as Bouvardialaan 9, Lynnwoodrif, Pretoria.

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

Verbeterings: 'n Baksteen woonhuis met teëldak, vinielteëlvloere en volvloermatte, bestaande uit ingangsportaal, sitkamer, gesinskamer/TV-kamer, eetkamer, studeerkamer, kombuis, opwaskamer, vier slaapkamers en twee badkamers. *Buitegeboue:* Dubbel motorafdak.

Besigtig voorwaardes by Balju, Pretoria-Oos, Strubenstraat 142, Pretoria.

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

Case 3454/92

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

In the matter between **Wright, Rose-Innes**, Plaintiff, and **M. Herholdt**, Defendant

In pursuance of a judgment of the Magistrate's Court at Germiston and writ of execution dated 4 November 1993 the property listed herein will be sold in execution on Thursday, 9 March 1995 at 10:00, at the offices of the Sheriff, Magistrate's Court North, Fourth Floor, Standard Towers, President Street, Germiston, to the highest bidder:

RE of Erf 75, Bedfordview Township, Registration Division IR, Transvaal, situated at 60 Kings Road, Bedfordview, measuring 3 949 square metres.

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

Improvements: Dining-room, lounge, four bedrooms, kitchen, two bathrooms, toilet, study, TV-room, garage, fence, laundry.

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

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

Wright, Rose-Innes, Attorneys for Plaintiff, Allied Building, 170 Meyer Street, Germiston.

Case 49054/94
PH 46

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

In the matter between **First National Bank of Southern Africa Limited**, Judgment Creditor, and **Robert Jan Mthombeni**, First Judgment Debtor, and **Mrs Tsakani Lisbeth Mthombeni**, Second Judgment Debtor

In pursuance of a judgment granted in the Magistrate's Court and a warrant of execution dated 17 August 1994, issued by the Court at Johannesburg, the following property will be sold in execution by the Sheriff of the Court, at the Magistrate's Court-house, Fox Street-entrance, Johannesburg, to the highest bidder on 17 February 1995 at 10:00:

Certain: Erf 2676, Protea Glen Extension Township, Registration Division IQ, Transvaal, situated in the Township of Soweto, Johannesburg, measuring 276 square metres, held by Certificate of Rights of Leasehold TE60419/1992 (known as 2676 Protea Glen, Soweto).

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 Magistrate's Court and the rules made thereunder and of the title deeds, in so far as these are applicable.

2. The following improvements on the property is reported but nothing is guaranteed: Single-storey residence, consisting of lounge, kitchen, three bedrooms, bathroom and w.c.

3. *Terms:* The purchase price shall be paid as to 10% (ten per cent) thereof on the day of the sale to the Sheriff of the Court and the unpaid balance thereof, together with interest thereon from date of sale to date of registration of transfer at the rate of 15,25% (fifteen comma two five per cent) per annum, shall within 30 (thirty) days be paid or secured by a bank or building society guarantee.

4. *Conditions:* The full conditions of sale may be inspected in the office of the Sheriff of the Court.

Dated at Johannesburg on this the 17th day of February 1995.

Krowitz Perlow and Hertz, Plaintiff's Attorneys, Second Floor, 14 New Street South, Johannesburg; P.O. Box 2642, Johannesburg. (Tel. 833-7901/2/3/4.) (Ref. Mr C. A. Perlow/TK/N310.)

Case 5415/92

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

In the matter between **Volkskas Bank Beperk**, a division of ABSA Bank Beperk, Plaintiff, and **Diederik Arnoldus Malan**, Defendant

In pursuance of a judgment in Court for the Magistrate of Benoni, and a writ of execution dated 24 November 1993, the property listed hereunder will be sold in execution on 9 March 1995 at 10:00, at the Sheriff of the Magistrate's Court, Germiston North, Fourth Floor, Standard Towers, President Street, Germiston, to the highest bidder:

Certain Erf 406, Gerdview, Registration Division IR, Transvaal, measuring 714 (seven hundred and fourteen) square metres, held under Deed of Transfer T4439/1993, situated at 66 Van Riebeeck Street, Gerdview, Germiston.

The following improvements are reported to be on the property (but nothing is guaranteed): Dining-room, lounge, three bedrooms, kitchen, bathroom, toilet, swimming-pool, garage, concrete walls.

The conditions of sale: The purchase price will be payable as to a deposit in cash of 10% (ten per cent) and the balance against transfer. The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Magistrate's Court Germiston North: Fourth Floor, Standard Towers, President Street, Germiston.

Dated at Benoni on the 23rd day of January 1995.

J. H. Boshoff, Attorneys for the Plaintiff, First Floor, NBS Centre, corner of Woburn and Rothsay Streets, Benoni. (Tel. 845-2559/845-2594.) (Ref. Mr Boshoff/1m/A267/92.)

Saak 17085/94
PH 507IN DIE HOOGEREGSHOF VAN SUID-AFRIKA
(Witwatersrandse Plaaslike Afdeling)

In die saak tussen **Transnet Beperk**, Eksekusieskuldeiser, en **De Bruyn, Coenraad Jacobus**, Eerste Eksekusieskuldenaar, en **De Bruyn, Cornelia Sophia**, Tweede Eksekusieskuldenaar

Ingevolge uitspraak van die Hooggeregshof van Suid-Afrika (Witwatersrandse Plaaslike Afdeling) in bogemelde saak, sal 'n verkoping gehou word op 21 Februarie 1995 om 10:00, by die kantore van die Balju, Hooggeregshof te Eerste Verdieping, Terracegebou, Eaton Terrace 1, New Redruth, Alberton, van die ondergemelde eiendom:

Sekere Erf 375, Roodekop-dorpsgebied, Registrasieafdeling IR, Transvaal, groot 858 (agt honderd agt-en-vyftig) vierkante meter, geleë te Waterboklaan 31, Roodekop.

Erfbeskrywing: Die volgende inligting word verskaf insake verbeterings alhoewel geen waarborg in verband daarmee gegee word nie: 'n Drieslaapkamerhuis met betongrensmuur, swembad en plaveisel, enkelmotorhuis en motorafdak met bediendekamer en toilet.

Bestaande uit die volgende: Drie slaapkamers, twee badkamers, sitkamer, eetkamer, kombuis, ingangsportaal, bediendekamer en toilet, swembad, enkelmotorhuis en motorafdak, betongrensmuur en plaveisel.

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

Gedateer te Johannesburg op hede hierdie 23ste dag van Januarie 1995.

C. W. S. S. Potgieter, vir Blakes Prokureurs, Prokureurs vir Eiser, 14 Pleinstraat, Posbus 5315, Johannesburg, 2000. [Tel. (011) 491-5500.] [Faks (011) 491-5593.] (Verw. PTD 010/S. Potgieter/HVM.)

Saak 10105/94
PH 507IN DIE HOOGEREGSHOF VAN SUID-AFRIKA
(Witwatersrandse Plaaslike Afdeling)

In die saak tussen **Transnet Beperk**, Eksekusieskuldeiser, en **Kruger, David Jacobus**, Eerste Eksekusieskuldenaar, en **Kruger, Anna Magaretha**, Tweede Eksekusieskuldenaar

Ingevolge uitspraak van die Hooggeregshof van Suid-Afrika (Witwatersrandse Plaaslike Afdeling) in bogemelde saak, sal 'n verkoping gehou word op 21 Februarie 1995 om 10:00, by die kantore van die Balju, Hooggeregshof, te Eerste Verdieping, Terracegebou, Eaton Terrace 1, New Redruth, Alberton, van die ondergemelde eiendom:

Sekere: Erf 628, Roodekop-dorpsgebied, Registrasieafdeling IR, Transvaal, groot 814 (agthonderd-en-veertien) vierkante meter, geleë te Erf 628, Hartebeeslaan 116, Roodekop.

Erfbeskrywing: Die volgende inligting word verskaf insake verbeterings alhoewel geen waarborg in verband daarmee gegee word nie: 'n Drieslaapkamerhuis met veiligheidshekke, betonheining en plaveisel, motorhuis met enkel afdak, bediendekamer en toilet.

Bestaande uit die volgende: Sitkamer, eetkamer, kombuis, twee badkamers, drie slaapkamers, toilet, motorhuis, enkel afdak, bediendekamer en toilet, betonmure, plaveisel en veiligheidshekke.

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

Gedateer te Johannesburg op hede hierdie 23ste dag van Januarie 1995.

C. W. S. S. Potgieter, vir Blakes, Prokureurs vir Eiser, Pleinstraat 14; Posbus 5315, Johannesburg, 2000. [Tel. (011) 491-5500.] [Faks (011) 491-5593.] (Verw. PTK003/S. Potgieter/HVM.)

IN DIE LANDDROSHOF VIR DIE DISTRIK KUILSRIVIER GEHOU TE KUILSRIVIER

In die saak tussen **NBS Bank Beperk**, Eiser, en **S. A. Stemmet**, Verweerder

Eiendom geleë te River Crescent 68, Forest Park, Eersterivier.

Ingevolge 'n vonnis van die Landdroshof te Kuilsrivier gedateer 13 Desember 1994, en 'n lasbrief tot beslaglegging van onroerende eiendom word die eiendom hieronder beskryf, by die perseel te River Crescent 68, Forest Park, Eersterivier, per publieke veiling te koop aangebied op 13 Maart 1995 om 10:45:

Erf 2062, Eersterivier, ook bekend as River Crescent 68, Forest Park, Eersterivier, afdeling Stellenbosch, groot 248 vierkante meter, gehou kragtens Transportakte T54276/94.

Voorwaardes:

1. Die eiendom sal deur die afslaer en/of Balju, Landdroshof van Kuilsrivier, verkoop word aan die hoogste bieder, onderhewig aan die hiemavermelde voorwaardes.

2. Indien die afslaer 'n fout by die verkoping maak, is so 'n fout nie op enige van die partye bindend nie, maar kan dit reggestel word. By die weiering van 'n bod, kan die eiendom onmiddellik vir verkoping aangebied word.

3. (a) Die koper moet 'n deposito van tien persent (10%) van die koopprys kontant op die dag van die verkoping betaal, die balans betaalbaar teen transport en verseker te word deur 'n waarborg van 'n bank of bouvereniging wat deur die Eiser se prokureurs goedgekeur is, die waarborg aan die Balju en/of afslaer binne sewe (7) dae na die datum van verkoping verstrek word.

3. (b) Indien die transport van die eiendom nie binne een maand na die verkoping geregistreer is nie, sal die koper aanspreeklik wees vir betaling van rente teen 16,25% (sestien komma twee vyf persent) per jaar op die balans van die koopprys, vanaf die verloop van een maand na die verkoping tot datum van transport.

4. Die koper moet afslagsgelde op die dag van die verkoping betaal, asook hereregte, transportkoste en agterstallige belastinge en ander uitgawes wat nodig is om transport te laat geskied op versoek van die prokureur van die Vonnisskuldeiser asook Belasting op Toegevoegde Waarde (BTW).

En verder onderworpe aan die veilingsvoorwaardes wat uitgelees sal word ten tye van die van die veiling, en wat ter insae lê by die kantoor van die Balju, Landdroshof, Kuilsrivier, en by die kantoor van die ondergemelde Bill Tolken Hendrikse en Vennote, prokureurs van Eiser, Sarel Cilliersstraat 1, Bellville.

Geateer die 23ste dag van Januarie 1995.

Bill Tolken Hendrikse & Vennote, Posbus 687, Sanlamhof, 7532. (Verw. mev. Swart/ESN428.)

Saak 29145/94

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Witwatersrandse Plaaslike Afdeling)

In die saak tussen **NBS Bank Limited**, Eiser, en **Xelwa, Patrick**, Eerste Verweerder, en **Xelwa, Ngxoki Olga**, Tweede Verweerder

Ter uitwinning van 'n vonnis van die Hooggeregshof van Suid-Afrika (Witwatersrandse Plaaslike Afdeling) in bogemelde saak sal 'n verkoping sonder 'n reserweprys gehou word te die kantore van die Balju, Eerste Verdieping, Terracegebou, Eaton Terrace 1, Alberton, op Dinsdag, 28 Februarie 1995 om 10:00, van die ondergemelde eiendom van die Verweerders wat deur die Balju gelees sal word ten tye van die verkoping en welke voorwaardes by die kantore van die Balju van die Hooggeregshof, Alberton, voor die verkoping ter insae sal lê.

Sekere: Erf 269, Siluma View-dorpsgebied, Katlehong, Registrasieafdeling IR, Transvaal, gehou deur Patrick Xelwa en Ngxoki Olga Xelwa onder Akte van Transport TL10026/90, bekend as Erf 269, Siluma View, Katlehong, groot 351 vierkante meter.

Sonering: Residensieel.

Spesiale gebruiksvergunnings en voorwaardes: Geen.

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

Buitegeboue: Omheining.

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

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

Gedateer te Alberton op hede die 17de dag van Januarie 1995.

Klopper Jonker Ing., Prokureurs vir Eiser, Eerste Verdieping, Terracegebou, Eaton Terrace 1; Posbus 6, Alberton. Docex 216, Johannesburg, Presidentstraat 84, The Markade, Johannesburg. (Verw. N2868/EU/PP.)

IN THE SUPREME COURT OF SOUTH AFRICA

(Natal Provincial Division)

In the matter between **First National Bank of Southern Africa**, Plaintiff, and **Patrick Roy Stapleton**, First Defendant, and **Maria Johanna Stapleton**, Second Defendant

Pursuant to an order of the Supreme Court of South Africa (Natal Provincial Division), Pietermaritzburg and writ of execution dated 12 December 1994, the following fixed property will be sold on Thursday, 23 February 1995 at 10:00, onwards at the office of the Sheriff of the Supreme Court, 8 Park Street, Kempton Park, to the highest bidder, viz:

Property: Erf 679, Van Riebeeckpark Township, Registration Division IR, Transvaal, measuring 1 040 (one thousand and forty) square metres, held by Patrick Roy Stapleton and Maria Johanna Stapleton by virtue of Deed of Transfer T11026/88, situated at 55 Drakensberg Road, Van Riebeeckpark.

Improvements: Dwelling consisting of lounge, two bathrooms, dining-room, two toilets, four bedrooms, two garages, study, kitchen, family/TV-room, pool and driveway.

The aforesaid information in respect of the property is not guaranteed.

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

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

Conditions of sale: The full conditions of sale may be inspected at the offices of the Sheriff of the Supreme Court, 8 Park Street, Kempton Park, or at the offices of the Plaintiff's attorneys given below.

Dated at Pietermaritzburg this 20th day of January 1995.

Browne Brodie & Fourie, Plaintiff's Attorneys, 219 Berg Street, Pietermaritzburg, 3201. (Ref. CM/F018/065col/sn.)

Saak 2021/94

IN DIE LANDDROSHOF VIR DIE DISTRIK NELSPRUIT GEHOU TE NELSPRUIT

In die saak tussen **Eerste Nasionale Bank van Suid-Afrika Beperk**, Eiser, en **A. A. Claassen en M. Claassen**, Verweerders

Ingevolge 'n uitspraak van bogemelde Agbare Hof en 'n lasbrief vir eksekusie gedateer 15 Junie 1994, sal die ondervermelde onroerende eiendom in eksekusie verkoop word aan die hoogste bieder op Vrydag, 17 Februarie 1995 om 10:00, te Percy Fitzpatrickstraat 56, Nelspruit, naamlik:

Erf 998, West Acres-uitbreiding 6, Nelspruit, Registrasieafdeling JT, Transvaal, ook bekend as Percy Fitzpatrickstraat 56, Nelspruit.

Verbeterings (nie gewaarborg nie): Ingangsportaal, sitkamer, eetkamer, kombuis, drie slaapkamers, twee badkamers, aparte toilet, dubbelgarage en bedienekamer.

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 die koopkontrak wat ter insae lê by die Balju, Nelspruit van Belmont Villas, Suite 302, Paul Krugerstraat 15, Nelspruit, met telefoonnommer (01311) 2-3466, asook by ondervermelde adres, wat vir inspeksie beskikbaar is gedurende die gewone kantoorure.

Geteken te Nelspruit op hede die 17de dag van Januarie 1995.

Swanepoel & Vennote, Vyfde Verdieping, Proromgebou, Brownstraat, Posbus 1300, Nelspruit. (Verw. PS/SVDM/E65/94.)

Saak 524/92

IN DIE LANDDROSHOF VIR DIE DISTRIK SOSHANGUVE GEHOU TE SOSHANGUVE

In die saak tussen **The African Bank Limited**, Eiser, en **Letsedi Samuel Mamahlodi**, 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 10 Maart 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 44, Blok K, tesame met die verbeteringe of geboue daarop geleë in die Soshanguve-dorpsgebied, gehou kragtens Akte van Transport van Huurpag T47111/92, grootte 360 (driehonderd en sestig) 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, aparte toilet en twee slaapkamers.

Die wesenlike 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 23ste dag van Januarie 1995.

C. J. van Wyk, vir Hack Stupel & Ross, HSR-gebou, Emily Hobhouselaan 264, Pretoria-Noord. (Verw. mnr. Van Wyk/A15/46/EJ.)

Saak 1611/93

IN DIE LANDDROSHOF VIR DIE DISTRIK LICHTENBURG GEHOU TE LICHTENBURG

In die saak tussen **Stadsraad van Lichtenburg**, Eiser, en **M. van Wyngaardt** (voorheen Erasmus), Verweerder
Ingevolge 'n lasbrief vir eksekusie gedateer 11 Januarie 1994 sal die volgende eiendom te Burgerstraat 128, Lichtenburg, per publieke veiling verkoop word op Vrydag, 3 Maart 1995 om 10:00:

Gedeelte 4 van Erf 211, geleë in die dorp Lichtenburg, met straatadres van Burgerstraat 128, Lichtenburg, Registrasie-afdeling IP, Transvaal, groot 1 115 (eenduisend eenhonderd en vyftien) vierkante meter, gehou kragtens Akte van Transport T17054/77, synde 'n leë erf.

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 Januarie 1995.

Bosman & Bosman, Prokureurs vir Eiser, Melvillestraat 45, Posbus 1, Lichtenburg, 2740. (Verw. mnr. Nortje/S327/mdk.)

Case 20576/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **First National Bank of Southern Africa Limited**, Plaintiff, and **Helene Castle**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale with reserve of R3 187,38 in respect of Erf 909, and R3 899,19 in respect of Erf 910, will be held at the offices of the Sheriff of the Supreme Court, Johannesburg East, 131 Marshall Street, Johannesburg, on 16 February 1995 at 10:00, of the under-mentioned property of the Defendant on the conditions to be read out by the auctioneer, at the time of the sale and which conditions will lie for inspection at the offices of the Sheriff of the Supreme Court at the above address prior to the sale:

Certain: Erven 909 and 910, Sydenham, Registration Division IR, Transvaal, situated at 41 and 43 13th Avenue, Sydenham, measuring Erf 909, 495 square metres, and Erf 910, 495 square metres.

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

1. A single-storey dwelling-house of brick and plaster, with tiled roof, consisting of entrance hall, lounge, family room, dining-room, kitchen, scullery, three bedrooms, bathroom, shower and toilet.
2. Detached outbuildings consisting of two garages, servant's room, shower/toilet, laundry and store-room. The property is fenced in with a face brick wall.

Terms: 10% (ten per cent) of the purchase price in cash on the day of the sale, the balance payable against registration of transfer, to be secured by bank or building society or other acceptable guarantee to be furnished within 14 (fourteen) days from date of sale. Auctioneer's charges, payable on the day of sale, to be calculated as follows: 5% (five per cent) on the proceeds of the sale up to a price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R100 (one hundred rand).

Dated at Johannesburg this the 18th day of January 1995.

J. Theiss, for Smit De Wet & Partners, 13th Floor, Schreiner Chambers, 94 Pritchard Street, P.O. Box 208, Johannesburg. (Tel. 337-6120.)

Saak 8403/94

IN DIE HOOGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **Saambou Bank Beperk**, Eiser, en **Willem Sternberg Groenewald**, Identiteitsnommer 6405285114000, Verweerder

Neem kennis dat die ondervermelde onroerende eiendom in eksekusie verkoop sal word op 23 Februarie 1995 om 10:00, by die kantore van die Balju, Pretoria-Wes, Olivettigebou 607, hoek van Schubart- en Pretoriusstraat, Pretoria, ter voldoening aan die vonnis wat die Eiser in bogemelde aangeleentheid verkry het welke verkoping in eksekusie onderhewig sal wees aan die verkoopvoorwaardes wat ter insae lê by die Balju, Pretoria-Wes, Olivettigebou 607, hoek van Schubart- en Pretoriusstraat, Pretoria.

Ebenparkwoonstelle 102, Kerkstraat 233, Pretoria-Wes, met aktebeskrywing:

(a) Deelnommer 16, soos getoon en volledig beskryf op Deelplan SS129/86, in die skema bekend as Ebenpark ten opsigte van die grond en geboue geleë te Erf 3332, Pretoria, in die Plaaslike Bestuur, Stadsraad van Pretoria, van welke deel die vloeroppervlakte, volgens genoemde Deelplan 43 (drie-en-veertig) vierkante meter groot is; en

(b) 'n onverdeelde aandeel in die gemeenskaplike eiendom in die skema aan genoemde deel toegedeel in ooreenstemming met die deelnemingskwota van genoemde deel soos op genoemde deelplan aangeteken;

Gehou kragtens Akte van Transport T95058/92 en verbind ten gunste van die Eiser onder Verbandakte SB102683/92.

Die eiendom bestaan uit woonstel, sitkamer, kombuis, slaapkamer, badkamer en toilet.

Die eiendom sal verkoop word sonder 'n reserwe, maar onderhewig aan die bepalinge van Reël 46 van die Hooggeregshofwet, No. 59 van 1959, soos gewysig, aan die hoogste bieder en onderhewig aan die terme en voorwaardes van die Wet en reëls daaronder uitgevaardig, asook die terme van die titelakte waar dit van toepassing is.

Die verkoopprijs sal soos volg wees:

'n Deposito van 10% (tien persent) van die koopprijs in kontant op die datum van die verkoping betaalbaar aan die Balju en die balans op datum van registrasie van die transport verseker te word deur 'n waarborg van die bank of bougenootskap wat deur die Eiser se prokureurs goedgekeur is, die waarborg aan die Balju binne 30 dae na die datum van die verkoping verstrek te word. Indien die transport van die eiendom nie binne een maand na die verkoping geregistreer is nie, sal die koper aanspreeklik wees vir die betaling van rente aan die Eiser teen 17% (sewentien persent) per jaar en aan die verbandhouer teen 17% (sewentien persent) per jaar op die onderskeie bedrae van die toekenning aan die Eiser en die verbandhouer in die distribusieplan, vanaf die verloop van een maand na die verkoping tot datum van transport.

Die verkoopvoorwaardes sal beskikbaar wees vir insae te die Balju, Pretoria-Wes, Olivettigebou 607, hoek van Schubart- en Pretoriusstraat, Pretoria.

Geteken te Pretoria op hede die 23ste dag van Januarie 1995.

Wilsenach, Van Wyk, Goosen & Bekker Ing., Prokureurs vir Eiser, Sanlamsentrum 1115, Andriesstraat 252, Pretoria. (Tel. 322-6951.) (Verw. W. J. Lubbe/m swanepoel/61/564/0.)

Saak 19204/92

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

In die saak tussen **ABSA Bank Beperk**, Eiser, en **Geldenhuis Sandwerke BK**, Eerste Verweerder, **Hendrik Johannes Geldenhuis**, Tweede Verweerder, **Yvonne Geldenhuis**, Derde Verweerder, en **Matthys Johannes Pretorius**, Vierde Verweerder

Kennis word hiermee gegee dat ingevolge 'n uitspraak van die Hooggeregshof van Suid-Afrika (Transvaalse Provinsiale Afdeling), teen Tweede Verweerder op 16 September 1993, en ten uitvoering van 'n lasbrief tot uitwinning sal die Balju van die Hooggeregshof, Pretoria-Noord, op Vrydag, 24 Februarie 1995 om 11:00, te die kantore van die Balju, Gedeelte 83, De Onderstepoort (ou Warmbadpad, Bon Accord), aan die hoogste bieder verkoop:

1. Erf 279, geleë in die dorp Florauna, Registrasieafdeling JR, Transvaal, gehou kragtens Akte van Transport T30840/1980, groot 4 410 vierkante meter, ook bekend as Kamdebowedag 625, Florauna-uitbreiding 3, Pretoria-Noord.

2. Gedeelte 74 ('n gedeelte van Gedeelte 30) van die plaas Wildebeesthoek 310, Registrasieafdeling JR, Transvaal, gehou kragtens Akte van Transport T26425/1976, groot 18,5278 hektaar.

Die volgende besonderhede word verskaf met betrekking tot verbeterings aangebring op die eiendomme, maar geen waarborg kan verskaf word in verband daarmee nie:

Erf 279, Florauna: Vierslaapkamer luukse steenwoning met teëldak, aparte woonstel, vier motorhuise, swembad, ommuur en plaveisel, grootte 562 vierkante meter.

Gedeelte 74 ('n gedeelte van Gedeelte 30) van die plaas Wildebeesthoek 310: Onverbeterd.

Die koper moet 'n deposito van 10% (tien persent) van die koopprijs asook die Balju van die Hooggeregshof se fooie betaal op die dag van verkoping. Die balans koopprijs betaalbaar is teen registrasie van transport en betaal te word by wyse van 'n bank- of bouvereniging waarborg wat deur die Eiser se prokureur goedgekeur is. Die goedgekeurde bank- of bouvereniging waarborg moet aan die Balju van die Hooggeregshof gelewer word binne een maand na datum van die verkoping.

Gemelde eiendomme sal verkoop word op die voorwaardes wat uitgelees sal word deur die Balju van die Hooggeregshof ten tyde van die verkoping, welke voorwaardes nagegaan kan word by die kantore van die Balju van die Hooggeregshof, te Pretoria-Noord.

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

J. J. Hurter, vir Van Zyl Le Roux & Hurter Ing., Prokureurs vir Eiser, Tweede Verdieping, Kerkplein 38, Kerkplein, Pretoria. (Tel. 21-9231.) (Verw. Hurter NG 43951.)

Case 30938/94
PH 104

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

In the matter between **The Standard Bank of S.A. Ltd**, Execution Creditor, and **Wiese Johannes Willem Chrisjan**, Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office, Krugersdorp, on 1 March 1995 at 10:00, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff, Krugersdorp, 22B Klagburn Court, corner of Olckerse and Rissik Streets, Krugersdorp, prior to the sale:

Certain Erf 202, situated in the Township of Burgershoop, Registration Division IQ, Transvaal, being 24 Rosenberg Street, Burgershoop, Krugersdorp, measuring 248 (two hundred and forty-eight) square metres.

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

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

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

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

B. W. Webber, for Ramsay, Webber & Co., Plaintiff's Attorneys, Fifth Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/fp/W145.)

Case 21762/94
PH 104

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

In the matter between **The Standard Bank of S.A. Ltd**, Execution Creditor, and **Coetzee, Johan Louis**,
Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without reserve will be held in front of the Magistrate's Court, Pollock Street, Randfontein, on 24 February 1995 at 14:15, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the Magistrate's Court, Randfontein, Pollock Street, Randfontein, prior to the sale:

Certain Erf 64, situated in the Township of Westergloor, Registration Division IQ, Transvaal, being 2 Maritz Street, Westergloor, Randfontein, measuring 793 (seven hundred and ninety-three) square metres.

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

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

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

Dated at Johannesburg on this the 24th day of January 1995.

B. W. Webber, for Ramsay, Webber & Co., Plaintiff's Attorneys, Fifth Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/bt/C.224.)

Case 4101/94

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

In the matter between **First National Bank of Southern Africa Limited**, Plaintiff, and **David Buyi Mdletshe**, First Defendant,
and **Sibudiso Ndletshe**, Second Defendant

On Wednesday, 22 February 1995 at 10:00, a public auction will be held at the offices of the Sheriff, Magistrate's Court, Alberton, at Johria Court, 4 Du Plessis Street, Florentia, Alberton, at which the Sheriff of the Magistrate's Court, Alberton, will pursuant to the judgment of the court in this action and warrant of execution issued in terms thereof and attachment in execution made thereunder sell all right, title and interest in the leasehold in respect of the property known as:

Certain Site 61, Siluma View Township, Registration Division IR, Transvaal, situated at 61 Siluma View Extension 1, Kathlehong, measuring 309 (three hundred and nine) square metres, held under Certificate of Registered Grant of Leasehold TL41096/1993.

Improvements: Dwelling consisting of lounge, kitchen, two bedrooms, bathroom and which are not warranted or guaranteed.

The material conditions of sale:

1. The sale shall, in all respects, be governed by the Magistrates' Courts Act, 1944, and the rules made thereunder or any amendment thereof, substitution therefore and, subject thereto, the property shall be sold voetstoots to the highest bidder.

2. The price shall bear interest at the current rate from time to time payable in terms of the Mortgage Bond over the property held by the Plaintiff, which rate was 15,25% (fifteen comma twenty five per centum) per annum, at the time of the preparation of these conditions from date of sale to date of payment.

3. The purchaser shall be obliged to pay a deposit of 10% (ten per centum) of the price together with Sheriff's commission immediately after the sale and the balance of the price and interest shall, within 14 (fourteen) days of date of sale, be paid or be secured by unconditional or approved bank and/or building society guarantee/s payable to the Sheriff of the Magistrate's Court and/or such person/s as he requires on transfer of the property to the purchaser.

4. The purchaser shall be liable for and shall pay to the Plaintiff's Conveyancers on request, the fees of the Sheriff of the Magistrate's Court for acting as auctioneer and all amounts necessary to obtain transfer of the property, including stamp duty, other costs of transfer and all such rates and taxes and other charges which are payable to the local or any other authority prior to passing of transfer of the property to the purchaser.

5. Possession and occupation of the property shall, subject to the rights of any existing tenant/s, pass to the purchaser upon sale being effected from which date all benefits, risks and liability shall pass to the purchaser.

Dated at Johannesburg on this the 24th day of January 1995.

Nelson Borman & Partners Inc., Plaintiff's Attorneys, First Floor, Finance House, Ernest Oppenheimer Avenue, Bruma; P.O. Box 61359, Marshalltown, 2107. (Tel. 622-6302/3.) (Fax. 622-6590.) (Ref. JLB/r/LF553.)

Case 67111/94

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

In the matter between **ABSA Bank Limited**, Plaintiff, and **Johannes Hendrik Grobler**, First Defendant, and **Johannes Hendrik Grobler, Sr.** (in his capacity as surety), Second Defendant

A sale will be held at 142 Struben Street, Pretoria, on Wednesday, 22 February 1995 at 10:00 of:

- (a) Unit 29, as shown on Sectional Plan SS202/83, in the building Malonica, measuring 72 square metres; and
- (b) an undivided share in the common property in the land and building held under Certificate of Registered Sectional Title ST202/82 (29) (Unit), dated 21 October 1982; known as Flat 111, Malonica Flats, 477 Pretoria Road, Silverton.

Particulars are not guaranteed.

Flat: Entrance hall, lounge, dining-room, kitchen, bedroom, bathroom, and carport. Woonstel: Ingangsportaal.

Inspect conditions at Sheriff, Pretoria East, 142 Struben Street, Pretoria.

J. A. Alheit, for MacRobert De Villiers Lunnon & Tindall Inc. (Tel. 328-6770 x 313.) (Ref. N1/B-419274/JAA/M. Oliphant.)

Case 46816/94

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

In the matter between **ABSA Bank Limited**, Plaintiff, and **Dawid Johannes Jordaan**, Defendant

A sale will be held at 142 Struben Street, Pretoria, on Wednesday, 22 February 1995 at 10:00:

- (a) Section 11, as shown on Sectional Plan SS794/93, in the building Seringpark, situated at Portion 2 of Erf 30, Wapadrand Extension 1 Township, Local Authority: City Council of Pretoria, measuring 91 square metres; and
- (b) an undivided share in the common property in the land and building held under Deed of Transfer ST18499/1994 dated 16 March 1994; known as Flat 11, Seringpark, 870 Wapadrand Road, Wapadrand Extension 1.

Particulars are not guaranteed.

Flat: Entrance hall, lounge, dining-room, kitchen, two bedrooms, bathroom, toilet and garage.

Inspect conditions at Sheriff, Pretoria East, 142 Struben Street, Pretoria.

J. A. Alheit, for MacRobert De Villiers Lunnon & Tindall Inc. (Tel. 328-6770 x 313.) (Ref. N1/B-414132/JAA/M. Oliphant.)

Saak 21068/94

IN DIE LANDDROSHOF VIR DIE DISTRIK JOHANNESBURG GEHOU TE JOHANNESBURG

In die saak tussen **First National Bank Limited**, Eiser, en **V. T. Simelane**, Eerste Verweerder, en **S. M. Simelane**, Tweede Verweerder

Ingevolge 'n vonnis van die Landdroshof te Johannesburg, en 'n lasbrief vir eksekusie gedateer 9 Mei 1994, sal die volgende eiendom in eksekusie verkoop word te die Balju vir Alberton se kantore, te Johriahof, Du Plessisstraat 4, Florentia, Alberton, op 22 Februarie 1995 om 10:00, aan die hoogste bieder, naamlik:

Erf 387, Moseleke East, Registrasieafdeling IR, Transvaal, groot 405 (vierhonderd-en-vyf) vierkante meter, gehou kragtens Transportakte T5528/1988, ook bekend as 387 Mofokeng Section, Katlehong.

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

Hoofgebou: Sitkamer, twee slaapkamers, badkamer en toilet en kombuis.

Buitegeboue: Twee garages, bediendekamer en stoorkamer.

Titelakte voorwaarde: Streng vir woningdoeleindes alleenlik.

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

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

Gedateer te Johannesburg op hierdie 19de dag van Januarie 1995.

Brian Alberts & Vennote, Eerste Verdieping, Proteasentrum, hoek van High- en Fortunastraat, Brixton. (Verw. Alberts JAA 2/94B.)

Case 30045/93
PH 123

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

In the matter between **Cosmos Finance Co. (Pty) Ltd**, Judgment Creditor, and **Warren Thomas Francis**, Judgment Debtor

In pursuance of a judgment granted on 9 December 1993, the Magistrate's Court of Johannesburg, and writ of execution issued thereafter, immovable property listed hereunder will be sold in execution on 24 March 1995 at 11:15, at the office of the Sheriff, 182 Leeuwpoot Street, Boksburg, to the highest bidder:

Certain Erf 206, Atlasville, Registration Division IR, Transvaal, measuring one thousand and thirty-three (1 033) square metres, held by the Defendant under Deed of Transfer TS20325/81, situated at 3 Maan Street, Atlasville, Boksburg.

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

Improvements: A detached brick built residence with tiled roof, comprising kitchen, entrance hall, lounge, dining-room, study, three bedrooms, bathroom, shower, toilet, cubicle and swimming-pool.

Outbuildings: Two carports and two showers.

Terms: The purchase price will be payable as to a deposit in cash of 10% (ten per cent) on the day of the sale and the balance together with interest payable against registration of transfer to be secured by a bank or building society guarantee to be furnished within 14 (fourteen) days from the date of the sale.

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

Dated at Johannesburg this 18th day of January 1995.

M. Salomon, for Salomon & Friedman, Plaintiff's Attorneys, SFB Chambers, 133 Marshall Street, Johannesburg; P.O. Box 7019, Johannesburg, 2000. [Tel. (011) 331-0312.] [Fax. (011) 331-7178.] (Ref. Mr Salomon/dg/11894.)

Case 07407/92
PH 267

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Sage Trust Company Mortgage Nominees (Pty) Limited**, Plaintiff, and **Jodan Centre (Pty) Limited**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the office of the Sheriff for the Supreme Court, Johannesburg, at 131 Marshall Street, Johannesburg, on Thursday, 23 February 1995 at 10:00, of the undermentioned immovable property of the Defendant on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection, prior to the sale, at the offices of the Supreme Court, Johannesburg, 131 Marshall Street, Johannesburg:

Erf 120, La Rochelle Township, Registration Division IR, Transvaal, measuring 496 m², held by the Defendant under Deed of Transfer F3815/1971, being 249 Johannesburg Road, La Rochelle, Johannesburg.

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

The business premises consists of ground floor and two upper floors:

Ground Floor: Spacious motor spares shop, plus small sewing and embroidery shop with kitchen, store-room and ablution block.

Upper Floors: Six separate flats, consisting of lounge, dining-room, kitchen, bathroom, bedroom, some flats converted into offices.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges [minimum of R100 (one hundred rand)] on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R100 (one hundred rand).

Dated at Johannesburg on this 11th day of January 1995.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Mr Rumsey/sjr.) (Account No. I99965.)

Case 19356/93
PH 267

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (United Bank Division), formerly known as United Bank Limited and prior to that United Building Society Limited, and previously United Building Society, Plaintiff, and **Cronje Louis Abraham Francois**, First Defendant, and **Cronje Aletta Cecilia**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff for the Supreme Court, at the office of De Klerk Vermaak & Partners, Overvaal, 28 Kruger Street, Vereeniging, on Thursday, 23 February 1995 at 10:00, of the undermentioned immovable property of the Defendants on the conditions which will lie for inspection, prior to the sale, at the office of De Klerk Vermaak & Partners, Overvaal, 28 Kruger Street, Vereeniging:

Erf 168, Mooilande Agricultural Holdings Township, Registration Division IR, Transvaal, measuring 2,0215 hectares, held by the Defendants under Deed of Transfer T43352/1992, being 168 Agricultural Holdings, Mooilande, Vereeniging.

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

The dwelling consists of a lounge, dining-room, work room, four bedrooms, bathroom/w.c./shower, separate shower/w.c., kitchen, bathroom/separate w.c., double garage, two store rooms and borehole.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

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

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z73571/FCLS/Mr Brewer/djl.)

Case 26539/94
PH 267

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

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Mkwananzi Jabulani Jonathan**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court at 131 Marshall Street, Johannesburg, on Thursday, 23 February 1995 at 10:00, of the undermentioned immovable property of the Defendant on the conditions which will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Johannesburg North, at 131 Marshall Street, Johannesburg:

Section 22, as shown and more fully described on Sectional Plan SS48/1982 (the sectional plan) in the building or buildings known as Tanmor Court, situated in the Township of Johannesburg Local Authority, Johannesburg, and an undivided share in the common property in the land and building or buildings as shown and more fully described on the sectional plan apportioned to the said section in accordance with the participation quota of the said section, measuring 41 m², held by the Defendant under Certificate of Registered Sectional Title ST48/1982 (22) (unit), being 203 Tanmore, 48 Soper Road, Berea, Johannesburg.

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

The dwelling consists of a lounge, bedroom, bathroom/w.c., and kitchen.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg on this 13th day of January 1995.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. ZA0963/Mr McCallum/Ms Isola/hs.)

Case 3577/94
PH 267

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

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Olivier David Winston**, First Defendant, and **Olivier Christina Siena**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court at First Floor, Terrace Building, 1 Eaton Terrace Street, New Redruth, Alberton, on Tuesday, 28 February 1995 at 10:00, of the undermentioned property of the Defendants on the conditions which will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court Alberton at First Floor, Terrace Building, 1 Eaton Terrace Street, New Redruth, Alberton:

Erf 816, Eden Park Extension 1 Township, Registration Division IR, Transvaal, measuring 300 m², held by the Defendants under Deed of Transfer T1591/1989, being 17 Maserati Street, Eden Park.

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

The dwelling consists of lounge, two bedrooms, bathroom/w.c. and kitchen.

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

The purchaser shall, on the day of the sale, pay 5% (five per centum) auctioneer's charges, on the proceeds of the sale up to a price of R20 000 (twenty thousand rand) and thereafter 3% (three per centum) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg on this 16th day of January 1995.

Routledges Incorporated, Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z91381/Mr McCallum/Ms Isola/cvdm.)

Case 5966/94
PH 267IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (United Bank Division) formerly known as United Bank Limited and prior to that United Building Society Limited and previously United Building Society, Plaintiff, and **Bester Cornelius Jacobus**, First Defendant, and **Van der Merwe Helena Wilhelmina**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court at 131 Marshall Street, Johannesburg, on Thursday, 23 February 1995 at 10:00, of the undermentioned property of the Defendants on the conditions which will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Johannesburg South at 100 Sheffield Street, Turffontein:

Erf 67, Unigray Township, Registration Division IR, Transvaal, measuring 660 m² held by the Defendants under Deed of Transfer T18453/1987, being 4 Sultan Street, Unigray, Rosettenville.

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

The dwelling consisting of entrance-hall, lounge, three bedrooms, bathroom, separate w.c., kitchen, breakfast nook and servant's room.

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

The purchaser shall, on the day of the sale, pay 5% (five per centum) auctioneer's charges, on the proceeds of the sale up to a price of R20 000 (twenty thousand rand) and thereafter 3% (three per centum) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg on this 17th day of January 1995.

Routledges Incorporated, Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z92826/Mr McCallum/Ms Isola/cvdm.)

Case 10755/94
PH 267IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Filander Sonja**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court at First Floor, Terrace Building, 1 Eaton Terrace Street, New Redruth, Alberton, on Tuesday, 28 February 1995 at 10:00, of the undermentioned property of the Defendant on the conditions which will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Alberton, at First Floor, Terrace Building, 1 Eaton Terrace Street, New Redruth, Alberton:

Erf 1281, Eden Park Extension 1 Township, Registration Division IR, Transvaal, measuring 400 m², held by the Defendant under Deed of Transfer T39924/1988, being 13 Ford Street, Eden Park.

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

The dwelling consisting of lounge, three bedrooms, bathroom/w.c. and kitchen.

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

The purchaser shall, on the day of the sale, pay 5% (five per centum) auctioneer's charges, on the proceeds of the sale up to a price of R20 000 (twenty thousand rand) and thereafter 3% (three per centum) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg on this 16th day of January 1995.

Routledges Incorporated, Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z95497/Mr McCallum/Ms Isola/cvdm.)

Case 30081/93
PH 267IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (United Bank Division) formerly known as United Bank Limited and prior to that United Building Society Limited and previously United Building Society, Plaintiff, and **Steffen Gideon Jacobus**, First Defendant, and **Steffen Hester Dorothea**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court at the office of De Klerk Vermaak & Partners, Overvaal, 28 Kruger Street, Vereeniging, on Thursday, 23 February 1995 at 10:00, of the undermentioned property of the Defendants on the conditions which will lie for inspection, prior to the sale, at the office of De Klerk, Vermaak & Partners, Overvaal, 28 Kruger Street, Vereeniging:

Erf 316, Unitas Park Extension 1 Township, Registration Division IQ, Transvaal, measuring 792 m², held by the Defendants under Deed of Transfer T3673/1983, being 25 Mecklers Street, Unitas Park Extension 1.

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

The dwelling consists of entrance hall, lounge, dining-room, family room, three bedrooms, two bathrooms, separate w.c., kitchen, double garage, servant's room, w.c. and swimming-pool.

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

The purchaser shall, on the day of the sale, pay 5% (five per centum) auctioneer's charges, on the proceeds of the sale up to a price of R20 000 (twenty thousand rand) and thereafter 3% (three per centum) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

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

Routledges Incorporated, Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z78274/FCLS/Mr Brewer/djl.)

Case 6977/94
PH 267

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Makhale, Thage Joel**, First Defendant, and **Makhale, Maki Johanna**, Second Defendant

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

The right of leasehold in respect of Erf 736, Zone 6, Extension 2 Sebokeng Township, Registration Division IQ, Transvaal, measuring 256 m², held by the Defendants under Certificate of Right of Leasehold TL15493/1989, being 736 Zone 6 Extension 2, Vanderbijlpark.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The dwelling consists of lounge, three bedrooms, bathroom/w.c. and kitchen.

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

The purchaser shall, on the day of the sale, pay 5% (five per centum) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg this 10th day of January 1995.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z93947/FCLS/Mr Brewer/djl.)

Case 12329/94
PH 267

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (United Bank Division), formerly known as United Bank Limited and prior to that United Building Society Limited and previously United Building Society, Plaintiff, and **Lubbe, Francois Johannes**, First Defendant, and **Lubbe, Johanna Catharina**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court at the office of De Klerk Vermaak & Partners, Overvaal, 28 Kruger Street, Vereeniging, on Thursday, 23 February 1995 at 10:00, of the undermentioned immovable property of the Defendants on the conditions which will lie for inspection, prior to the sale, at the office of De Klerk Vermaak & Partners, Overvaal, 28 Kruger Street, Vereeniging:

Erf 894, Bedworthpark Township, Registration Division IQ, Transvaal, measuring 1 492 m², held by the Defendants under Deed of Transfer T56974/1986, being 20 Diana Avenue, Bedworthpark.

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

The dwelling consists of entrance hall, lounge, dining-room, family room, three bedrooms, two bathrooms/w.c., kitchen, study and three carports.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg this 9th day of January 1995.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z96982/FCLS/Mr Brewer/djl.)

Case 19103/94
PH 267

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

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Kahla, Erskin Thozamile**, First Defendant, and **Kahla, Disebo Elizabeth**, Second Defendant

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

The right of leasehold in respect of Erf 186, Sebokeng Unit 10 Township, Registration Division IQ, Transvaal, measuring 338 m², held by the Defendants under Certificate of Right of Leasehold TL74017/1989, being 186 Zone 10 Extension 1, Sebokeng.

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

The dwelling consists of lounge, two bedrooms, bathroom, separate w.c., kitchen and garage.

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

The purchaser shall, on the day of the sale, pay 5% (five per centum) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per centum) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg this 10th day of January 1995.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. ZA0090/FCLS/Mr Brewer/djl.)

Case 14705/94
PH 267

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

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Gexa, Jabulani Gift**, Defendant

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

The right of leasehold in respect of Erf 19377, Sebokeng Unit 14 Township, Registration Division IQ, Transvaal, measuring 271 m², held by the Defendant under Certificate of Right of Leasehold TL36787/1987, being 19377 Zone 14, Sebokeng.

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

The dwelling consists of lounge, dining-room, four bedrooms, bathroom/w.c., kitchen, store-room and w.c.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to a price of R20 000 (twenty thousand rand) and thereafter 3% (three per centum) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg this 10th day of January 1995.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z97660/FCLS/Mr Brewer/djl.)

Case 13806/94
PH 267IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Maile, Mesesedi Bethuel**, First Defendant, and **Maile, Masebokeng Alitta**, Second Defendant

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

Erf 1013, Lakeside Township, Registration Division IQ, Transvaal, measuring 284 m², held by the Defendant under Deed of Transfer T45786/1993, being 1013 Lakeside.

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

The dwelling consists of lounge, three bedrooms, bathroom, separate w.c. and kitchen.

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

The purchaser shall, on the day of the sale, pay 5% (five per centum) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per centum) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg this 10th day of January 1995.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z97408/FCLS/Mr Brewer/djl.)

Case 25884/92
PH 267IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (United Bank Division), formerly known as United Bank Limited and prior to that United Building Society Limited and previously United Building Society, Plaintiff, and **Lok, Fabian Dominic Archie**, First Defendant, and **Lok, Colleen Henrietta**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court at the office of De Klerk Vermaak & Partners, Overvaal, 28 Kruger Street, Vereeniging, on Thursday, 23 February 1995 at 10:00, of the undermentioned immovable property of the Defendants on the conditions which will lie for inspection, prior to the sale, at the office of De Klerk Vermaak & Partners, Overvaal, 28 Kruger Street, Vereeniging:

Portion 124 (a portion of Portion 5) of the Farm Nooitgedacht 176, Registration Division IR, Transvaal, measuring 2,0626 hectares, held by the Defendants under Deed of Transfer T37570/1991, being Portion 124 (a portion of Portion 5) of the farm Nooitgedacht 176.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The dwelling consists of: Vacant land.

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

The purchaser shall, on the day of the sale, pay 5% (five per centum) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per centum) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg this 9th day of January 1995.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z53449/FCLS/Mr Brewer/djl.)

Case 25808/93
PH 267IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **McKay, Basil Erick**, First Defendant, and **McKay, Daphne Bernadine**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court at First Floor, Terrace Building, 1 Eaton Terrace Street, New Redruth, Alberton, on Tuesday, 28 February 1995 at 10:00, of the undermentioned immovable property of the Defendants on the conditions which will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Alberton, at First Floor, Terrace Building, 1 Eaton Terrace Street, New Redruth, Alberton:

Erf 781, Edenpark Township, Registration Division IR, Transvaal, measuring 300 m², held by the Defendants under Deed of Transfer T31827/1988, being 23 Leyland Street, Eden Park.

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

The dwelling consists of lounge, dining-room, kitchen, two bedrooms and bathroom/w.c.

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

The purchaser shall, on the day of the sale, pay 5% (five per centum) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per centum) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg this 13th day of January 1995.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z76127/Mr McCallum/Ms Isola/cvdm.)

Case 5689/94

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

In the matter between **ABSA Bank Limited** (United Bank Division), formerly known as United Bank Limited and prior to that United Building Society Limited, and previously United Building Society, Plaintiff, and **Michael Gavriel**, First Defendant, and **Desiree Lorraine Gavriel**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Transvaal Provincial Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court at the entrance of the Magistrate's Court, Fochville, on Friday, 24 February 1995 at 10:00, of the undermentioned immovable property of the Defendants on the conditions which will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Potchefstroom, at 20 Borrius Street, Bailey Park, Potchefstroom:

Portion 10 of Erf 923, Fochville Township, Registration Division IQ, Transvaal, measuring 1 077 m², held by the Defendants under Deed of Transfer T15091/1985, being 18 Steyn Street, Fochville.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The dwelling consists of vacant land.

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

The purchaser shall, on the day of the sale, pay 5% (five per centum) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per centum) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg this 9th day of January 1995.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z92540/FCLS/Mr Brewer/djl.)

Case 12768/94
PH 267

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

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Letuka, Jacob Motseki**, Defendant

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

The right of leasehold in respect of Erf 96, Sebokeng Zone 10 Township, Registration Division IQ, Transvaal, measuring 315 m², held by the Defendant under Certificate of Right of Leasehold TL29467/1993, being 96 Zone 10 Sebokeng.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The dwelling consists of lounge, three bedrooms, bathroom/w.c., kitchen and garage.

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

The purchaser shall, on the day of the sale, pay 5% (five per centum) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per centum) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg this 11th day of January 1995.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z97184/FCLS/Mr Brewer/djl.)

Case 19102/94
PH 267IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (United Bank Division), formerly known as United Bank Limited and prior to that United Building Society Limited and previously United Building Society, Plaintiff, and **Rabikissoo, Nalini**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court at 131 Marshall Street, Johannesburg, on Thursday, 23 February 1995 at 10:00, of the undermentioned immovable property of the Defendant on the conditions which will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Johannesburg South, at 100 Sheffield Street, Turffontein:

Erf 2367, Lenasia Extension 1 Township, Registration Division IQ, Transvaal, measuring 496 m², held by the Defendant under Deed of Transfer T50724/1993, being 72 Rose Avenue, Lenasia Extension 1.

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

The dwelling consists of lounge, dining-room, three bedrooms, bathroom/w.c., kitchen, double garage, servant's room and bathroom/w.c.

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

The purchaser shall, on the day of the sale, pay 5% (five per centum) auctioneer's charges on the proceeds of the sale up to a price of R20 000 (twenty thousand rand) and thereafter 3% (three per centum) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg this 11th day of January 1995.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. ZA0094/FCLS/Mr Brewer/djl.)

Case 34256/93
PH 267IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (United Bank Division), formerly known as United bank Limited and prior to that United Building Society Limited and previously United Building Society, Plaintiff, and **Mahuma, Mohale Richard**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court at First Floor, Terrace Building, 1 Eaton Terrace Street, New Redruth, Alberton, on Tuesday, 28 February 1995 at 10:00, of the undermentioned immovable property of the Defendant on the conditions which will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court Alberton, at First Floor, Terrace Building, 1 Eaton Terrace Street, New Redruth, Alberton:

The right of leasehold in respect of Lot 9098 in the Township of Tokoza, measuring 353 m², held by the Defendant under Certificate of Registered Grant of Leasehold TL27028/87, being Stand 9098, Tokoza.

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

The dwelling consists of lounge, dining-room, two bedrooms, bathroom/w.c. and kitchen.

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

The purchaser shall, on the day of the sale, pay 5% (five per centum) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per centum) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg this 13th day of January 1995.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z79124/Mr McCallum/Ms Isola/cvdm.)

Case 7621/94
PH 267IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (United Bank Division), formerly known as United Bank Limited and prior to that United Building Society Limited and previously United Building Society, Plaintiff, and **Currie, Lenard Donald James**, First Defendant, and **Currie, Wandisa Vanessa Angelique**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court, at 131 Marshall Street, Johannesburg, on Thursday, 23 February 1995 at 10:00, of the undermentioned immovable property of the Defendants, on the conditions which will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Johannesburg South, at 100 Sheffield Street, Turffontein:

Erf 996, Kenilworth Township, Registration Division IR, Transvaal, measuring 495 m², held by the Defendants under Deed of Transfer T34499/1993, being 24 Andrew Street, Kenilworth.

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

The dwelling consists of lounge, dining-room, four bedrooms, bathroom/w.c./shower, separate w.c., kitchen, garage, servant's room, outside w.c. and store-room.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg on this 11th day of January 1995.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z94123/Mr McCallum/Ms Isola/cvdn.)

Case 12342/94
PH 267

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

In the matter between **ABSA Bank Limited** (United Bank Division), formerly known as United Bank Limited and prior to that United Building Society Limited, and previously United Building Society, Plaintiff, and **Pritchard, Raymond, John**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court, at North View, Unit 2, 45 Richard Drive, Halfway House, on Wednesday, 22 February 1995 at 14:30, of the undermentioned immovable property of the Defendant on the conditions which will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Midrand, North View, Unit 2, 45 Richard Drive, Halfway House.

Sections 1, 19 and 20 as shown and more fully described on Sectional Plan SS167/1983 in the scheme known as Forest Lea in respect of the land and building or buildings situated at Township of Woodmead, Local Authority of Sandton, and an undivided share in the common property in the land and building or buildings as shown and more fully described on the sectional plan apportioned to the said section in accordance with the participation quota of the said section, Section 1, measuring 210 m², Section 19, measuring 35 m² and Section 20, measuring 22 m² held by the Defendant under Deed of Transfer ST22057/92, being 1 Forest Lea, corner of Signer and Wolseley, Woodmead.

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

Entrance-hall, lounge, dining-room, family room, three bedrooms, two bathrooms/w.c., kitchen, bathroom/w.c., double garage, servant's room, stoep and swimming-pool.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg on this 11th day of January 1995.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z94191/Mr McCallum/Ms Isola/cvdn.)

Case 33849/93
PH 267

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

In the matter between **ABSA Bank Limited** (United Bank Division), formerly known as United Bank Limited and prior to that United Building Society Limited and previously United Building Society, Plaintiff, and **Budler, Hector**, First Defendant, and **Budler, Karin Lynett**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court, at 131 Marshall Street, Johannesburg, on Thursday, 23 February 1995 at 10:00, of the undermentioned immovable property of the Defendants, on the conditions which will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Johannesburg West, at Second Floor, 32 Von Brandis Street, Johannesburg:

Erf 1707, Newlands (Johannesburg) Township, Registration Division IQ, Transvaal, measuring 495 m² by the Defendants under Deed of Transfer T16346/93, being 34 Italian Road, Newlands.

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

The dwelling consists of entrance-hall, lounge, dining-room, two bedrooms, two bathrooms, separate w.c., kitchen, scullery and staffroom/granny flat.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg on this 13th day of January 1995.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z90345/Mr McCallum/Ms Isola/cvdm.)

Case 19105/94
PH 267

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

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Mphanya, Mohau Jacob**, Defendant

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

The right of leasehold in respect of Erf 260, Unit 7, Extension 1 Sebokeng Township, Registration Division IQ, Transvaal, measuring 307 m², held by the Defendant under Certificate of Right of Leasehold TL33321/1989, being 260 Zone 7 Extension 1, Sebokeng.

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

The dwelling consists of lounge, three bedrooms, bathroom/w.c. and kitchen.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

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

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. ZA0092/FCLS/Mr Brewer/djl.)

Case 14822/92
PH 267

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

In the matter between **ABSA Bank Limited** (United Bank Division), formerly known as United Bank Limited and prior to that United Building Society Limited and previously United Building Society, Plaintiff, and **Claassen, Nico**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court, at the office of De Klerk Vermaak & Partners, Overvaal, 28 Kruger Street, Vereeniging, on Thursday, 23 February 1995 at 10:00, of the undermentioned immovable property of the Defendant on the conditions which will lie for inspection, prior to the sale, at the office of De Klerk Vermaak & Partners, Overvaal, 28 Kruger Street, Vereeniging:

Erf 97, Risiville Township, Registration Division IQ, Transvaal, measuring 991 m², held by the Defendant under Deed of Transfer T30438/1963, being Erf 97, Risiville.

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

The dwelling consists of entrance-hall, lounge, dining-room, three bedrooms, bathroom, separate w.c. laundry, w.c., patio, servant's room and borehole.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

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

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z48758/FCLS/Mr Brewer/djl.)

Case 22641/94
PH 267IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (United Bank Division), formerly known as United Bank Limited and prior to that United Building Society Limited and previously United Building Society, Plaintiff, and **Holmes, Christine Magdalene**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court, at 131 Marshall Street, Johannesburg, on Thursday, 23 February 1995 at 10:00, of the undermentioned immovable property of the Defendant, on the conditions which will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Johannesburg South, at 100 Sheffield Street, Turffontein:

Erf 160, Kenilworth Township, Registration Division IR, Transvaal, measuring 495 m², held by the Defendant under Deed of Transfer T52034/1992, being 152 Bertha Street, Kenilworth, Johannesburg.

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

The dwelling consists of entrance-hall, lounge, dining-room, four bedrooms, bathroom/w.c., kitchen, two carports, servant's room, store-room and outside w.c.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg on this 11th day of January 1995.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. ZA0280/Mr McCallum/Ms Isola/cvdn.)

Case 28418/94
PH 267IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (United Bank Division), formerly known as United Bank Limited and prior to that United Building Society Limited and previously United Building Society, Plaintiff, and **Jason, Gregory Richard**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court, at 131 Marshall Street, Johannesburg, on Thursday, 23 February 1995 at 10:00, of the undermentioned immovable property of the Defendant, on the conditions which will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Johannesburg South, at 100 Sheffield Street, Turffontein:

Section 30, as shown and more fully described on Sectional Plan SS48/85 in the scheme known as Kennedy Court in respect of the land and building or buildings situated at Kenilworth Township in the Area of the Johannesburg Local Authority and an undivided share in the common property in the land and building or buildings as shown and more fully described on the sectional plan apportioned to the said section in accordance with the participation quota of the said section, measuring 32 m², held by the Defendant under Deed of Transfer ST21796/1994, being 30 Kennedy Court, Kennedy and Leonard Streets, Kenilworth.

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

The dwelling consists of entrance-hall, lounge, bedrooms, bathrooms/w.c. and kitchen.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg on this 11th day of January 1995.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. ZA1182/Mr McCallum/Ms Isola/cvdn.)

Case 05662/94
PH 267IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (United Bank Division), formerly known as United Bank Limited, and prior to that United Building Society Limited, and previously United Building Society, Plaintiff, and **Szokol, Hans Victor**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court, at 131 Marshall Street, Johannesburg, on Thursday, 23 February 1995 at 10:00, of the undermentioned immovable property of the Defendant on the conditions which will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Johannesburg North, at 131 Marshall Street, Johannesburg:

Section 26, as shown and more fully described on Sectional Plan SS67/1984 in the building or buildings known as Arvin Court, and an undivided share in the common property in the land and building or buildings as shown and more fully described on the sectional plan apportioned to the said section in accordance with the participation quota of the said section, measuring 54 m², held by the Defendant under Certificate of Registered Sectional Title ST67/1984 (26) (Unit), being 402 Arvin Court, corner of Catherine Avenue and O'Reilly Road, Berea, Johannesburg.

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

The dwelling consists of bedroom, bathroom/w.c. and kitchen.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg on this 13th day of January 1995.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z75531/Mr McCallum/Ms Isola/cvdm.)

Case 28270/93
PH 267IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Jackson, Desmond Norman**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court, at 131 Marshall Street, Johannesburg, on Thursday, 23 February 1995 at 10:00, of the undermentioned immovable property of the Defendant on the conditions which will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Johannesburg West, at Second Floor, 32 Von Brandis Street, Johannesburg:

Erf 1622, Mayfair Township, Registration Division IQ, Transvaal, measuring 248 m², held by the Defendant under Deed of Transfer T33606/92, being 59 Seventh Street, Mayfair.

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

The dwelling consists of entrance-hall, lounge, two bedrooms, bathroom/w.c./shower, kitchen, servant's room, outside w.c. and patio.

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

The purchaser shall, on the day of sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg on this 11th day of January 1995.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z77544/Mr McCallum/Ms Isola/cvdm.)

Case 9992/94
PH 267IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (United Bank Division), formerly known as United Bank Limited, and prior to that United Building Society Limited, and previously United Building Society, Plaintiff, and **Homestake (Pty) Limited**, First Defendant, and **Bulkeley, Guy Vicart Owen**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court, at 131 Marshall Street, Johannesburg, on Thursday, 23 February 1995 at 10:00, of the undermentioned immovable property of the Defendants on the conditions which will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Johannesburg North, at 131 Marshall Street, Johannesburg:

Section 113, as shown and more fully described on Sectional Plan 35/1983 in the building or buildings known as Eastgate and an undivided share in the common property in the land and building or buildings as shown and more fully described on the sectional plan apportioned to the said section in accordance with the participation quota of the said section, measuring 28 m², held by the Defendants under Certificate of Registered Sectional Title ST35/1983 (113) (Unit) being Unit 113, Flat 901, Eastgate Building, corner of Twist and Bok Streets, Johannesburg.

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

The dwelling consists of a bachelor flat.

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

The purchaser shall, on the day of sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg on this 11th day of January 1995.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z92968/Mr McCallum/Ms Isola/cvdn.)

Case 6332/93
PH 267

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

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff; and **Dlangezwe, Vuyiswa Joyce**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court, at 131 Marshall Street, Johannesburg, on Thursday, 23 February 1995 at 10:00, of the undermentioned immovable property of the Defendant on the conditions which will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Soweto West, at Second Floor, 32 Von Brandis Street, Johannesburg:

The right of leasehold in respect of Site 2067, Protea North Township, Registration Division IQ, Transvaal, measuring 345 m², held by the Defendant under Deed of Transfer TL7963/1991, being 2067 Kunene Street, Protea North.

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

The dwelling consists of double storey house with outbuildings.

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

The purchaser shall, on the day of sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg on this 11th day of January 1995.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z44734/Mr McCallum/Ms Isola/cvdn.)

Case 19683/94
PH 267

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

In the matter between **ABSA Bank Limited** (United Bank Division), formerly known as United Bank Limited, and prior to that United Building Society Limited, and previously United Building Society, Plaintiff, and **Rahme, Gary Peter Anthony**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court, at 131 Marshall Street, Johannesburg, on Thursday, 23 February 1995 at 10:00, of the undermentioned immovable property of the Defendant on the conditions which will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Johannesburg South, at 100 Sheffield Street, Turffontein:

Erf 98, Oakdene Extension 1 Township, Registration Division IR, Transvaal, measuring 1 559 m², held by the Defendant under Deed of Transfer T35583/91, being 4 Paardeberg Road, Oakdene Extension 1, Johannesburg South.

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

The erf is a vacant stand.

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

The purchaser shall, on the day of sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg on this 11th day of January 1995.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. ZA0075/Mr McCallum/Ms Isola/cvdn.)

Case 1330/93
PH 267

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Seema, Sydney Sentle**, Defendant in execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court, at 22B Ockers Street, Krugersdorp, on Wednesday, 22 February 1995 at 10:00, of the undermentioned immovable property of the Defendant on the conditions which will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Krugersdorp, at 22B Ockers Street, Krugersdorp:

The right of leasehold in respect of Erf 12070, Kagiso Extension 6 Township, Registration Division IQ, Transvaal, measuring 450 m², held by the Defendant under Certificate of Registered Grant of Leasehold TL28553/1990, being 12070 Sycamore Extension 6, Kagiso, Krugersdorp.

The following information is furnished re the improvements, though in this respect nothing is guaranteed: The dwelling consists of lounge, dining-room, three bedrooms, bathroom/w.c. and kitchen.

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

The purchaser shall, on the day of sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand).

Dated at Johannesburg on this 12th day of January 1995.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z58358/Mr McCallum/Ms Isola/cvdu.)

Case 15304/94
PH 267

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Hankinson, John Barry**, First Defendant, and **Hankinson, Pauline Denise**, Second Defendant in execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court, at 131 Marshall Street, Johannesburg, on Thursday, 23 February 1995 at 10:00, of the undermentioned immovable property of the Defendants on the conditions which will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Johannesburg South, at 100 Sheffield Street, Turfontein:

Erf 538, The Hill Extension 1 Township, Registration Division IR, Transvaal, measuring 711 m², held by the Defendants under Deed of Transfer T29816/1989, being 8 Southernkloppersberg Road, The Hill Extension 1.

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

The dwelling consists of lounge, dining-room, three bedrooms, bathroom/w.c., kitchen, laundry, scullery, single garage, store-room, servant's room, outside w.c. and sunroom.

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

The purchaser shall, on the day of sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand).

Dated at Johannesburg on this 12th day of January 1995.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z98496/Mr McCallum/Ms Isola/cvdu.)

Case 27114/94
PH 267

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (United Bank Division), formerly known as **United Bank Limited**, and prior to that **United Building Society Limited**, and previously **United Building Society**, Plaintiff, and **Hall, Colin Vincent**, First Defendant, and **Kinsey, Cordelia Dulcie**, Second Defendant

in execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court, at 131 Marshall Street, Johannesburg, on Thursday, 23 February 1995 at 10:00, of the undermentioned immovable property of the Defendants on the conditions which will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Johannesburg West, at Second Floor, 32 Von Brandis Street, Johannesburg.

Erf 393, Mayfair West Township, Registration Division IQ, Transvaal, measuring 496 (four hundred and ninety-six) square metres, held by the Defendants under Deed of Transfer T39426/1993, beint 38 St Elmo Street, Mayfair West, Johannesburg.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The dwelling consists of lounge, three bedrooms, bathroom/w.c., separate w.c., kitchen, scullery, single garage, store-room, servant's room and outside w.c.

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

The purchaser shall, on the day of the sale, pay 5% (five per centum) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per centum) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg on this the 11th day of January 1995.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. ZA0896/Mr McCallum/Ms Isola/cvdn.)

Case 9065/93
PH 267

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (United Bank Division), formerly known as United Bank Limited, and prior to that United Building Society Limited, and previously United Building Society, Plaintiff, and **Richards, Colin Brian**, First Defendant, and **Richards, E. M. M.**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court, at 131 Marshall Street, Johannesburg, on Thursday, 23 February 1995 at 10:00, of the undermentioned immovable property of the Defendants on the conditions which will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Johannesburg North, at 131 Marshall Street, Johannesburg.

Erf 0041, Emmarentia Township, Registration Division IR, Transvaal, measuring 858 (eight hundred and fifty-eight) square metres, held by the Defendants under Deed of Transfer T42983/1988, being 59 Judith Road, Emmarentia, Johannesburg.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The dwelling consists of entrance hall, lounge, dining-room, three bedrooms, bathroom, kitchen, double garage, two servants' rooms, lounge, outside shower/w.c. and swimming-pool.

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

The purchaser shall, on the day of the sale, pay 5% (five per centum) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per centum) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg on this the 11th day of January 1995.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z67436/Mr McCallum/Ms Isola/cvdn.)

Case 23797/94
PH 267

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Mpete, Abie Abraham**, First Defendant, and **Mpete, Kgalaeng Martha**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court, at 22B Ockerse Street, Krugersdorp, on Wednesday, 22 February 1995 at 10:00, of the undermentioned immovable property of the Defendants on the conditions which will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Krugersdorp, at 22B Ockerse Street, Krugersdorp.

The right of leasehold in respect of Erf 13656, Kagiso Extension 8 Township, Registration Division IQ, Transvaal, measuring 356 (three hundred and fifty-six) square metres, held by the Defendants under Certificate of Right of Leasehold TL29210/1991, being 13656 Kagiso Extension 8.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The dwelling consists of lounge, three bedrooms, two bathrooms/w.c. and kitchen.

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

The purchaser shall, on the day of the sale, pay 5% (five per centum) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per centum) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg on this the 12th day of January 1995.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z90818/FCLS/Mr Brewer/djl.)

Case 7325/94
PH 267

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Mantso, Stanley Petros**, Defendant

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

The right of leasehold in respect of Erf 1396, Lakeside Township, Registration Division IQ, Transvaal, measuring 200 (two hundred) square metres, held by the Defendant under Certificate of Right of Leasehold TL46919/1991, being 1396 Lakeside, Evaton West.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The dwelling consists of lounge, two bedrooms, bathroom/w.c., kitchen and garage.

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

The purchaser shall, on the day of the sale, pay 5% (five per centum) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per centum) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg on this the 12th day of January 1995.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z93935/FCLS/Mr Brewer/djl.)

Case 11809/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Heinz Dieter Weilert**, First Defendant, and **Nora Anne Weilert**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Transvaal Provincial Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court at the Magistrate's Court, 38 Voortrekker Street, Carolina, on Thursday, 23 February 1995 at 11:00, of the undermentioned immovable property of the Defendants on the conditions which will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Carolina, at 15 Jan Van Riebeeck Street, Ermelo:

Portion 27 (portion of Portion 14) of the farm Kees Zyn Doorns 708, Badplaas, Registration Division JT, Transvaal, measuring 22,2698 (twenty-two comma two six nine eight) hectares, held by the Defendants under Deed of Transfer T24998/1993, being Portion 27 (portion of Portion 14) of the farm Kees Zyn Doorns 708, Badplaas.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The dwelling consists of enclosed stoep, lounge, dining-room, three bedrooms, separate w.c./shower/bath, kitchen, pantry, four garages, store-room and engine room.

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

The purchaser shall, on the day of the sale, pay 5% (five per centum) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per centum) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

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

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z94976/Mr McCallum/Ms Isola/cvdn.)

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

In the matter between **ABSA Bank Limited** (United Bank Division), formerly known as United Bank Limited, and prior to that United Building Society Limited, and previously United Building Society, Plaintiff, and **Le Faucheur Peter John**, First Defendant, and **Le Faucheur June**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court, at Ground Floor, Fluor House, 100 Grayston Drive, Sandown, Sandton, on Friday, 24 February 1995, at 10:00, of the undermentioned immovable property of the Defendants on the conditions which will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Sandton, at Ground Floor, Fluor House, 100 Grayston Drive, Sandown, Sandton:

Portion 4 of Erf 746, Bryanston Township, Registration Division IR, Transvaal, measuring 4002 (four thousand and two) square metres, held by the Defendants under Deed of Transfer T44346/1989, being 22 Westminster Avenue, Bryanston.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The dwelling consists of entrance hall, lounge, dining-room, two family rooms, four bedrooms, study, utility room, bar, kitchen, bathroom, bathroom/w.c., bathroom/w.c./shower, three garages, two servants' quarters, outside bathroom/w.c. and two store-rooms.

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

The purchaser shall, on the day of the sale, pay 5% (five per centum) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per centum) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg on this the 17th day of January 1995.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z70180/Mr McCallum/Ms Isola/cvdn.)

Case 80342/94

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

In the matter between **First National Bank of Southern Africa Limited**, Plaintiff, and **Mr Andre Louis van Niekerk**, Defendant

Pursuant to a judgment of the above Honourable Court, dated 21 September 1994, and a warrant of execution dated 7 October 1994, the undermentioned immovable property will be sold in execution by public auction to the highest bidder on 10 February 1995 at 10:00, in front of the Court-house, Fox Street Entrance, Johannesburg:

Certain Erf 81, Roseacre Township, Registration Division IR, Transvaal, situation 225 North Road, Roseacre, Johannesburg.

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

Improvements: A dwelling consisting of lounge, kitchen, two bedrooms, bathroom, toilet and an enclosed verandah.

Outbuildings: Carport.

Area: 754 square metres.

Terms: The purchase price shall be paid as to ten per centum (10%) thereof on the day of the sale and the unpaid balance together with interest thereon to date of registration of transfer, shall be paid or secured by an unconditional or approved bank or building society guarantee within fourteen (14) days of the date of sale to the Sheriff for the Magistrate's Court. The full conditions of sale may be inspected at the offices of the Sheriff, at 100 Sheffield Street, Turffontein, Johannesburg.

Dated at Johannesburg on this the 3rd day of January 1995.

Israelsohn von Zwiklitz, for R. Reichman-Israelsohn, Plaintiff's Attorneys, Hunts Corner, 20 New Street South, P.O. Box 6467, Johannesburg. (Tel. 833-5514.) (Ref. BR4290/Coll/PM/LR.)

Case 3828/94

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

In the matter between **First National Bank of Southern Africa Limited**, Plaintiff, and **Gregory Brian Hunt**, trading as Spiral Tube, Defendant

In pursuance of a judgment in the Court of the Magistrate of Krugersdorp, and writ of execution dated 2 September 1994, the following property will be sold in execution on Wednesday, 8 March 1995 at 10:00, at the office of the Sheriff for Krugersdorp Magisterial District, Ground Floor, Klaburn Court, 22B Ockerse Street, Krugersdorp, to the highest bidder, namely:

Portion 44 (a portion of Portion 27), of the farm Kruitfontein 511, Registration Division JQ, Transvaal, in extent 27,3833 (twenty-seven comma three eight three three) hectares, held by Deed of Transfer T47910/1986, known as Portion 44 (a portion of Portion 27) of the farm Kruitfontein 511, upon which is erected a split level dwelling constructed of brick and plaster under a thatched roof comprising a kitchen, breakfast nook, pantry, lounge, four bedrooms, two bathrooms, shower and two toilets with a double garage, three carports and six staff quarters. The property has a septic tank plus a borehole.

No guarantee is however given in respect of the foregoing description.

Terms: R5 000,00 cash or a bank-guaranteed cheque in favour of the Sheriff, at the time of the sale and the balance against registration of the transfer to be secured by an approved banker's or building society's guarantee to be delivered within 21 days, the purchaser to pay transfer costs, rates, etc. The property will be sold voetstoots subject to any tenancy.

The full conditions of sale (which must be signed after the sale) may be inspected during office hours at the office of the Sheriff for Krugersdorp Magisterial District, Ground Floor, Klaburn Court, 22B Ockerse Street, Krugersdorp, and at the undermentioned office of the Plaintiff's attorney.

The Plaintiff is willing to consider granting a bond to an approved purchaser.

Phillips & Osmond, Plaintiff's Attorney, 354 Ontdekkers Road, Florida, Roodepoort.

Case 4522/94

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

In the matter between **Krugersdorp Transitional Local Council**, previously known as Town Council of Krugersdorp, Execution Creditor, and **J. Marais**, Execution Debtor

In pursuance of a judgment in the Court of the Magistrate of Krugersdorp and writ of execution dated 27 September 1994, the following property will be sold in execution on Wednesday, 1 March 1995 at 10:00, in front of the Sheriff's Office, Ground Floor, Klaburn Court, corner of Ockerse and Rissik Streets, Krugersdorp, to the highest bidder, viz:

Erf 513, Burgershoop Township, Registration Division IQ, Transvaal, measuring 423 (four hundred and twenty-three) square metres, held by Deed of Transfer T42828/1987, known as 5 Kempen Street, Burgershoop.

Upon which there is said to be erected a detached single storey dwelling under sink roof and consisting of three bedrooms, lounge, dining-room, bathroom and kitchen. The outbuildings consist of single garage, servant's room and toilet.

No guarantee is however given in regard to the foregoing description.

Terms: R5 000 (five thousand rand) cash at the time of the sale and the balance against registration of transfer to be secured by an approved banker's or building society's guarantee to be delivered within 21 (twenty-one) days, the purchaser to pay transfer costs, rates etc. The property will be sold voetstoots subject to any tenancy or right of occupation.

The full conditions of sale (which must be signed after the sale) may be inspected during office hours at the office of the Sheriff for Krugersdorp, Ground Floor, Klaburn Court, corner of Ockerse and Rissik Streets, Krugersdorp.

Phillips & Osmond, Execution Creditor's Attorneys, Second Floor, Trust Bank Centre, Burger Street, Krugersdorp. (Ref. AVDBERG/mw/K 2693.)

Case 6387/90

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

In the matter between **Nedcor Bank Limited** (formerly known as Nedperm Bank Limited), Plaintiff, and **Mape John Lekone**, First Defendant and **Mamakgobe Berlina Lekone**, Second Defendant

In pursuance of a judgment in the Court of the Magistrate of Krugersdorp, and writ of execution dated 11 October 1990, the following property will be sold in execution on 22 February 1995 at 10:00, at the office of the Sheriff for Krugersdorp Magisterial District, Klaburn Court, 22B Ockerse Street, Krugersdorp, to the highest bidder, viz:

The Defendant's right, title and interest in and to his/her right of leasehold in respect of Erf 10398, Kagiso Extension 2 Township, Registration Division IQ, Transvaal, in extent 416 (four hundred and sixteen) square metres, for residential purposes, held by the Defendants under Certificate of Registered Grant of Leasehold TL46808/1989, known as Erf 10398, Kagiso Extension 2, Krugersdorp, upon which is erected a single storied detached dwelling under tiled roof consisting of two bedrooms, bathroom, kitchen and lounge/dining-room. No guarantee is however given in respect of the foregoing description.

Terms: R5 000 or 10% (ten per cent) of the purchase price (whichever shall be the greater) in cash (or bank-guaranteed cheque for the said amount in favour of the Sheriff for the Magisterial District of Krugersdorp) at the time of the sale, and the balance against registration of the transfer to be secured by an approved banker's or building society's guarantee to be delivered within 21 days, the purchaser to pay transfer costs, rates, etc. The property will be sold voetstoots subject to any tenancy.

The full conditions of sale (which must be signed after the sale) may be inspected during office hours at the office of the Sheriff for the Magisterial District of Krugersdorp, Ground Floor, Klaburn Court, 22B Ockerse Street, Krugersdorp, and at the offices of the Plaintiff's attorneys.

The Plaintiff is prepared to consider granting a bond to an approved purchaser.

Phillips & Osmond, Plaintiff's Attorneys, First Floor, Mutual & Federal Centre, 52 Von Brandis Street, Krugersdorp.

Saak 1578/1994

IN DIE LANDDROSHOF VIR DIE DISTRIK KRUGERSDORP GEHOU TE KRUGERSDORP

In die saak tussen **Krugersdorp Oorgangsraad**, voorheen die Stadsraad van Krugersdorp, Eksekusieskuldeiser, en **Plot 26 Protearif CC**, Eksekusieskuldenaar

Ingevolge 'n uitspraak van die Landdroshof, Krugersdorp, en lasbrief tot geregtelike verkoop met datum 29 Junie 1994, sal die ondervermelde eiendom op Woensdag, 1 Maart 1995 om 10:00, by die kantoor van die Balju, vir Krugersdorp, Landdrosdistrik te Grondvlak, Klaburnhof, hoek van Ockerse- en Rissikstraat, Krugersdorp, aan die hoogste bieder geregtelik verkoop word, naamlik:

Resterende Gedeelte van Hoewe 26, Protea Ridge-landbouhoewes, Registrasieafdeling IQ, Transvaal, groot 9,7305 (nege komma sewe drie nul vyf) hektaar, gehou kragtens Akte van Transport T72556/1990, bekend as Honingklipweg 26, Protearif, Krugersdorp, waarop dit gesê word opgerig is 'n gebou onder sinkdak bestaande uit 'n ontvangskamer, kantoor, badkamer, kombuis en stoor. Buitegeboue bestaan uit 'n lapa en groot oop stoor bedek met veselglas.

Geen waarborg word egter gegee ten opsigte van voorgaande beskrywing nie.

Terme: R5 000 (vyfduisend rand) kontant op die dag van die verkoop en die balans teen registrasie van transport verseker te word deur 'n goedgekeurde bank- en bouvereniging waarborg wat gelewer moet word binne 21 (een-en-twintig) dae na die datum van die koop. Die koper moet alle Transportkoste, bykomende belastings ensameer betaal. Die eiendom word voetstoots verkoop onderhewig aan enige Huurakte of bewoonreg. Die volledige voorwaardes van verkoop (wat geteken moet word na die verkoping) mag gedurende kantoorure by die kantoor van die Balju vir landdrosdistrik Krugersdorp, Grondvlak, Klaburnhof, hoek van Ockerse- en Rissikstraat, Krugersdorp, nagesien word.

Phillips & Osmond, Tweede Verdieping, Trust Banksentrum, Burgerstraat, Krugersdorp. (Verw. AVDBERG/mw/K2458.)

Case 26799/94

PH 603

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (Allied Bank Division), formerly known as Allied Bank Limited, Plaintiff, and **Ledwaba, Matsobane Reuben**, First Defendant, and **Ledwaba, Ramasela Jane**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at First Floor, Terrace Building, 1 Eaton Street, New Redruth, Alberton, on Tuesday, 28 February 1995 at 10:00, of the undermentioned immovable 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, the office of the Sheriff for the Supreme Court, Alberton, at First Floor, Terrace Building, 1 Eaton Terrace Street, New Redruth, Alberton:

Erf 1024, Likole Extension 1 Township, Registration Division IR, Transvaal, measuring 331 m², held by the Defendants under Certificate of Registered Grant of Leasehold TL5531/1991, being 1024 Likole Extension 1, Katlehong.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The dwelling consists of two bedrooms, bathroom with toilet, kitchen, entrance hall and lounge.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg, this 22nd day of December 1994.

Danie Erasmus, Jay & Partners, Plaintiff's Attorneys, Level 6, Sunnyside Ridge, Sunnyside Drive, entrance at intersection of Carse O'Gowrie and Princess of Wales Roads, Parktown; P.O. Box 87160, Houghton, 2041. [Tel. (011) 484-7548.] [Fax. (011) 484-7548.] [Dx 589 Jhb] (Ref. Z01204/Mr Georgiades/md.)

Case 28472/94

PH 630

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA BANK Limited** (Allied Bank Division), formerly known as Allied Bank Limited, Plaintiff, and **Mohedien, Riyazahmed**, 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 Fourth Floor, Standard Bank Chambers, President Street, Germiston, on Thursday, 23 February 1995 at 10:00, of the undermentioned immovable property of the Defendant on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection, prior to the sale, the office of the Sheriff for the Supreme Court, Germiston, at Fourth Floor, Standard Bank Chambers, President Street, Germiston:

A unit consisting of:

(a) Section 6, as shown and more fully described on Sectional Plan SS121/1991 in the scheme known as Woodgrange-Summerstrand in respect of the land and building or buildings situated at Bedford Gardens Township, in the area of Bedfordview Local Authority of which the floor area, according to the said sectional plan is 37 (thirty-seven) square metres in extent, being Unit 6, Flat 106, Woodgrange-Summerstrand, Leister Road, Bedford Gardens, Bedfordview; and

(b) an undivided share in the common property in the scheme, apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan and held under Deed of Transfer ST 25537/1993.

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

The dwelling consists of lounge, bedroom, bathroom, separate w.c. and kitchen.

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

The purchaser shall, on the day of the sale, pay 5% (five per centum) auctioneer's charges on the proceeds of the sale up to a price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg this 23rd day of January 1995.

Danie Erasmus, Jay & Partners, Plaintiff's Attorneys, Level Six Sunnyside Ridge, Sunnyside Drive (entrance at intersection of Carse O'Gowrie and Princess of Wales Roads), Parktown; P.O. Box 87160, Houghton, 2041. (PH 630/DX 589 Jhb.) [Tel. (011) 484-2828.] [Fax. (011) 484-7548.] (Ref. Z01222/Mr Livingstone/le.)

Saak 18809/94

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **Pretorium Trust**, Eiser, en **N. S. Mnisi**, Verweerder

Ingevolge uitspraak van bogenoemde Agbare Hof en 'n lasbrief tot eksekusie gedateer 26 April 1994, sal hierdie ondervermelde eiendom geregtelik verkoop word op 24 Februarie 1995 om 11:00, te kantoor van die Balju, Wonderboom, Gedeelte 83, De Onderstepoort (net noord van Sasko Meule, ou Warmbadpad) aan die persoon wie die hoogste bod maak:

Erf 129, Soshanguve, Registrasieafdeling JR, Transvaal, gehou kragtens Akte van Transport T33667/92, geleë te 129 Zone GG, Soshanguve.

Die volgende verbeterings is op die eiendom aangebring maar word nie gewaarborg nie: Woning bestaan uit twee slaapkamers, sitkamer, kombuis en stort.

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

Geteken te Pretoria op hede die 27ste dag van Januarie 1995.

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

Saak 20845/94

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **ABSA Bank Beperk**, Eiser, en **Universal Housing Manufacturers BK**, Eerste Verweerder, en **Willem Jacobus Kriel**, Tweede Verweerder

'n Eksekusieverkoping word gehou deur die Balju, Potgietersrus, voor die Landdroskantoor, Potgietersrus, te Hoogestraat, Potgietersrus, op 24 Februarie 1995 om 10:00:

Erf 1363, geleë in die dorp Piet Potgietersrust-uitbreiding 5, Registrasieafdeling KS, Transvaal, groot 2 975 vierkante meter, gehou kragtens Akte van Transport T62850/92 (beter bekend as Brahamstraat 35, Potgietersrus).

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

Verbeterings: 'n Erf verbeter met 'n klinkersteen enkelverdieping kantoor/werkswinkel/abluise blok, werkswinkels met twee kante oop en 'n gedeelte van 158 vierkante meter wat slegs oor 'n grondvloer beskik. Ander spasie beskik wel oor 'n sementvloer. Verder word onderdak parkering aan vier motors verskaf waarvan drie kante toegebou is met steen.

Besigtig voorwaardes by Balju, Potgietersrus, Eerste Verdieping, Munpengebou, Voortrekkerweg 80, Potgietersrus.

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

Saak 34481/94

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **ABSA Bank Beperk**, handeldrywende as United Bank, Eiser, en **Viljoen Petrus Jacobus**, Identiteitsnommer 4205245078002, Verweerder

'n Openbare veiling sonder 'n reserweprys sal deur die Balju-Wes, te Kamer 603A, Sesde Verdieping, Olivettihuis, hoek van Schubart- en Pretoriusstraat, Pretoria, op 23 Februarie 1995 om 10:00, volgens voorwaardes wat nou by die kantore van die Balju-Wes te Kamer 607, Sesde Verdieping, Olivettihuis, hoek van Schubart- en Pretoriusstraat, Pretoria, ter insae lê en wat ten tye van die veiling voorgelees sal word, van die volgende eiendom:

Erf 1252, geleë in die dorpsgebied Danville-uitbreiding 1, Registrasieafdeling JR, Transvaal, groot 694 (seshonderd vier-en-negentig) vierkante meter, gehou kragtens Akte van Transport T59788/92.

Hierdie eiendom is geleë te Lateganstraat 218, Danville, Pretoria.

Die volgende verbeterings is op die eiendom aangebring:

Sitkamer, kombuis, drie slaapkamers, badkamer en toilet. Konstruksie: Mure—baksteen, dak—yster, plafon—herculite en vloer—PVC. Buitegeboue: Bediendekamer, afdak en toilet.

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

Terme:

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

Gedateer te Pretoria op hierdie 27ste dag van Januarie 1995.

E. J. J. Geyser, vir Rooth & Wessels, Tweede Verdieping, Eerste Nasionale Bankgebou, Kerkplein, Pretoria. (Tel. 325-2940.) (Verw. Geyser/mev. Mare/A1451.)

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

In the matter between **Eskom Finance Company (Pty) Ltd**, Plaintiff, and **Thupishi Robert Maphake**, Defendant

A sale by public auction without a reserve price will be held by the Sheriff, Witbank, at the Magistrate's Court, Delville Street, Witbank, on 24 February 1995 at 10:00, of the following property:

Erf 139, kwaGuqa Extension 2 Township, Registration Division JS, Transvaal, measuring 350 square metres, held by the Defendant under Deed of Transfer TL87087/89.

This property is situated at 139 Ingwenyama Street, kwaGuqa Extension 2, Witbank, Transvaal.

The property is improved as follows: Lounge, kitchen, two bedrooms and bathroom/toilet. Single storey dwelling-house.

No guarantee is given as to the nature and extent of the property or as to the improvements on the property.

The full conditions of sale can be inspected at the Sheriff's Offices at 3 Rhodes Street, Witbank.

Dated at Pretoria on this the 27th day of January 1994.

Rooth & Wessels, Plaintiff's Attorneys, 38 Church Square, Pretoria. [Tel. (012) 325-2940.] (Ref. N. K. Petzer/lm.)

Case 22736/94

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Yost Properties CC**, Defendant

A sale by public auction without a reserve price will be held by the Sheriff, Rustenburg, at Magistrate's Court, corner of Van Staden and Kloppe Streets, Rustenburg, on 24 February 1995 at 10:00, of the following property:

Erf 2650, situated in Geelhoutpark Extension 6 Township, Registration Division JQ, Transvaal, measuring 620 square metres, held by the Defendant under Deed of Transfer T14646/94.

This property is situated at 22 Maanblomsingel, Geelhoutpark Extension 6, Rustenburg.

The property is improved as follows: Three bedrooms, kitchen, dining-room, bathroom/toilet, lounge and two garages. Single storey dwelling-house.

No guarantee is given as to the nature and extent of the property or as to the improvements on the property.

The full conditions of sale can be inspected at the Sheriff's Office, at Second Floor, Biblio Plaza, corner of Van Staden and Smit Streets, Rustenburg.

Dated at Pretoria on this 16th day of January 1995.

Rooth & Wessels, Plaintiff's Attorneys, 38 Church Square, Pretoria. [Tel. (012) 325-2940.] (Ref. A. S. McCreath/cm.)

Saak 12138/94

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

In die saak tussen **Harry Bryan Blount**, Eiser, en **John Robert Blount**, Verweerder

Kennis word hiermee gegee dat ingevolge 'n vonnis toegestaan op 4 Oktober 1994 in die bogemelde Agbare Hof en 'n lasbrief vir eksekusie uitgereik is deur die Hof, sal die volgende eiendom verkoop word deur die Balju op 24 Februarie 1995 om 10:00, te die Landdroskantoor, Delvillestraat, Witbank:

Sekere: Hoewe 53, geleë in Seekoeiwater-landbouhoewes, Registrasieafdeling JS, Transvaal, groot 2,034 hektaar, bekend as Landbouhoewe 53, Seekoeiwater, distrik Witbank.

Verbeterings: Spaanse styl woonhuis, teëldak, gepleister, drie slaapkamers, dubbelgeriewe, braai area, twee motorhuise, plot is met draad omhein. Niks ten opsigte hiervan word gewaarborg nie. **Reserweprys:** R147 000 (eenhonderd sewe-en-veertig duisend rand).

Terme: Tien persent (10%) van die koopprys en afslaaersgelde gereken teen 5% (vyf persent) op die eerste R20 000 en 3% (drie persent) op die balans van die koopprys op die dag van die verkoping betaal in kontant en die balans teen registrasie om verseker te word deur 'n waarborg van 'n bank of bougenootskap wat deur die Eiser se prokureur goedgekeur is, die waarborg aan die Balju binne 15 dae na die datum van die verkoping verstrek te word.

Die verkoopvoorwaardes sal voor die aanvang van die verkoping voorgelees word en sal ter insae lê te die Landdroskantoor, Delvillestraat, Witbank.

Geteken te Pretoria hierdie 24ste dag van Januarie 1995.

A. G. Schoombee, Tweede Verdieping, Bureau Forum, Bureau laan, Pretoria. (Verw. AGS/JDV/RVN.)

Saak 12138/94

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

In die saak tussen **Harry Bryan Blount**, Eiser, en **John Robert Blount**, Verweerder

Kennis word hiermee gegee dat ingevolge 'n vonnis toegestaan op 4 Oktober 1994 in die bogemelde Agbare Hof en 'n lasbrief vir eksekusie uitgereik is deur die Hof, sal die volgende eiendom verkoop word deur die Balju op 24 Februarie 1995 om 10:00, te die Landdroskantoor, Delvillestraat, Witbank:

Sekere: Erf 1813, Hoëveldpark-uitbreiding 1, Registrasieafdeling JS, distrik Witbank, groot 1 240 vierkante meter, bekend as Heidestraat 36, Hoëveldpark-uitbreiding 1, Witbank.

Verbeterings: Siersteen teëldak, drie slaapkamers, sitkamer, TV-kamer, dubbelafdak, grasdaklapa, gevestigde tuin, siersteen omhein. Niks in hierdie verband word gewaarborg nie. *Reserweprys:* Geen.

Terme: Tien persent (10%) van die koopprys en afslaaersgelde gereken teen 5% (vyf persent) op die eerste R20 000 en 3% (drie persent) op die balans van die koopprys op die dag van die verkoping betaal in kontant en die balans teen registrasie om verseker te word deur 'n waarborg van 'n bank of bougenootskap wat deur die Eiser se prokureur goedgekeur is, die waarborg aan die Balju binne 15 dae na die datum van die verkoping verstrek te word.

Die verkoopvoorwaardes sal voor die aanvang van die verkoping voorgelees word en sal ter insae lê te die Landdroskantoor, Delvillestraat, Witbank.

Geteken te Pretoria hierdie 24ste dag van Januarie 1995.

A. G. Schoombee, Tweede Verdieping, Bureau Forum, Bureauaan, Pretoria. (Verw. AGS/JDV/RVN.)

Case 260/93

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

In the matter between **First National Bank of SA Ltd**, Plaintiff, and **Balami Saul Seketi**, Defendant

On 22 February 1995 at 10:00, the undermentioned property will be sold in execution at the Sheriff's Offices, 4 Du Plessis Street, Johria Court, Florentia:

Certain: Erf 597, Roodekop Township, Registration Division IR, Transvaal, situated at 116 Klipspringer Avenue, Roodekop.

Improvements: Dining-room, lounge, three bedrooms, television room, kitchen, two bathrooms, two toilets, garage, tile roof and fencing.

1. The sale shall be without reserve and the property shall, subject to the Magistrates' Courts Act, 1944, and the other conditions of sale, be sold voetstoots to the highest bidder.

2. The purchaser shall pay 10% (ten per cent) of the price plus Sheriff's commission on the date of sale, and the balance plus interest at the Plaintiff's current lending rate on transfer, to be secured by acceptable guarantees within 14 days of the sale.

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

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

5. No warranty is given in relation to the nature or description of the improvements.

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

Dated at Boksburg on this 16th day of January 1995.

I. Kramer Stein & Bush, First Floor, Caldor House, 2 Burg Street, Boksburg.

Case 24718/93

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

In the matter between **Armco Superlile (Pty) Ltd**, Plaintiff, and **Tramsed Mechanical Engineering CC**, First Defendant, and **Muller, Martha 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 Sheriff, Springs, at 56 12th Street, Springs, on Friday, 24 February 1994 at 11:00, 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 656, Welgedacht, Registration Division IR, Transvaal, situation 102 Fifth Avenue, Welgedacht, area 1 115 (one thousand one hundred and fithteen) 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 20th day of January 1995.

Maisels Smit & Lowndes, Attorneys for Plaintiff, Second Floor, Nedbank Park, 13 Girton Road, Parktown, Johannesburg. (Tel. 484-1777.) (Ref. N. Winter/A405E/tf.)

Case 26623/93

PH 46

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

In the matter between **First National Bank of S.A. Limited**, Judgment Creditor, and **Henry Sackheim**, Judgment Debtor

In pursuance of a judgment granted in the Magistrate's Court and a warrant of execution dated 4 October 1993, issued by the Court at Johannesburg, one undivided half share of the following property will be sold in execution by the Sheriff of the Court, in front of the Randburg Magistrate's Court, Randburg, to the highest bidder on 23 February 1995 at 10:00:

Certain: Undivided half share of Portion 3 of Erf 8, Bryanston East Extension 3, Registration Division IR, Transvaal, situated in the Township of Bryanston East, Sandton, measuring 629 square metres (known as 12 Willowood Close, Bryanston).

Conditions of sale:

1. One undivided half share of the property shall be sold without reserve and to the highest bidder and shall be subject to the terms and conditions of the Magistrate's Court and the rules made thereunder and of the title deeds, in so far as these are applicable.

2. The following improvements on the property are reported but nothing is guaranteed: Single storey residence, consisting of: Lounge, dining-room, three bedrooms, two bathrooms, passage, kitchen and double garage.

3. *Terms:* The purchase price shall be paid as to 10% (ten per cent) thereof on the day of the sale to the Sheriff of the Court and the unpaid balance thereof, together with interest thereon from date of sale to date of registration of transfer at the rate of 15,5% per annum, shall within 30 (thirty) days be paid or secured by a bank or building society guarantee.

4. *Conditions:* The full conditions of sale may be inspected in the office of the Sheriff of the Court.

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

A. M. Hertz, for Krowitz Perlow & Hertz, Plaintiff's Attorneys, Second Floor, 14 New Street South, Johannesburg. (Tel. 833-7901.) (Ref. Mr Hertz/sb/S7117.)

Case 2730/92

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

In the matter between **Allied Bank**, a division of ABSA Bank Ltd (Reg. No. 86/04794/06), Plaintiff, and **Jacobs, George Holloway**, First Defendant, and **Jacobs, Sonja**, Second Defendant

In pursuance of a judgment in the Court of the Magistrate of Boksburg dated 30 June 1992 and a writ of execution dated 1 December 1994, the following will be sold in execution without reserve to the highest bidder on 24 February 1995, at the office of the Sheriff of the Magistrate's Court, 182 Leeuwpoot Street, Boksburg, at 11:15:

Certain Erf 133, Ravensklip Township, Registration Division IR, Transvaal, measuring 749 (seven hundred and forty-nine) square meters, held by the Mortgagor under Deed of Transfer T20818/1991, situated at 10 Draai Street, Witfield, Boksburg.

Improvements: Improvements cannot be guaranteed.

Terms and conditions:

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

2. *Conditions:* The full conditions of sale may be inspected in the office of the Sheriff of the Magistrate of the Court, Boksburg.

A substantial building society loan may be given to an approved purchaser should he meet their criteria.

Dated at Boksburg this 20th day of January 1995.

Trollip, Tytherleigh, 2B Bloem Street, Boksburg. (Ref. Mrs A. Scott.)

Case 10443/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **The Standard Bank of South Africa Limited**, Plaintiff, and **Koch, Daniel Paulus**, First Defendant, and **Sabelco Investments CC**, Second Defendant

In pursuance of a judgment in the above Honourable Court against the above-mentioned Defendant and a warrant of execution issued on 1 June 1994 a sale without reserve of the following property will be held at the offices of the Sheriff, Alberton, at First Floor, Terrace Building, 1 Eaton Terrace, New Redruth, Alberton, on Tuesday, 21 February 1995 at 10:00, viz:

Description: Erf 542, Alrode South Extension 11, Registration Division IR, Transvaal, measuring 2 017 (two thousand and seventeen) square metres, held by Deed of Transfer T4542/1984.

Improvements: Nothing in this respect is guaranteed.

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

Auctioneer's charges 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 2,5% (two and a half per cent) up to a maximum fee of R5 000 (five thousand rand), minimum charges R20 (twenty rand).

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

Dated at Johannesburg on this 12th day of January 1995.

Bell Dewar & Hall, Plaintiff's Attorneys, 20th Floor, 78 Fox Street, Johannesburg. (Tel. 838-8830.) (Ref. Mr Leontsinis/mdf/37240.)

CAPE • KAAP

Case 8079/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF EAST LONDON HELD AT EAST LONDON

In the matter between **Robinson & Sellers**, Plaintiff, and **Lindo Swart**, Defendant

In pursuance of a judgment of the above Honourable Court and a writ of execution dated 17 December 1993, the following property will be sold on Friday, 17 February 1995 at 12:00, at 46 Two Rivers Drive, Dorchester Heights, East London, to the highest bidder:

Erf 20994, East London (Nahoon Valley Park Township Extension 2), Municipality and Division of East London, measuring 902 square metres, held under Deed of Transfer T4729/1992.

Conditions of sale:

1. The purchaser of the property shall pay 10% (ten per cent) of the purchase price on signature of the conditions of sale and the balance, together with interest, against transfer. The said amount is to be secured by an approved bank or building society guarantee which is to be furnished within fourteen (14) days of the date of sale.

2. The property will be sold voetstoots and subject to the terms of the rules of the Magistrate's Court and subject to all servitudes and conditions specified in the respective deed of transfer.

3. The full conditions of sale may be inspected at the offices of the Execution Creditor's attorneys and will be read out by the auctioneer immediately before the sale of the said property.

The Sellers Partnership, Plaintiff's Attorneys, First Floor, Devwey Centre, Vincent, East London. (Ref. R. Sellers/DS/A00261.)

Saak 32359/94

IN DIE LANDDROSHOF VIR DIE DISTRIK PORT ELIZABETH GEHOU TE TODDKAMERS, TODDSTRAAT,
PORT ELIZABETH

In die saak tussen **Saambou Bank Beperk**, Eiser, en **L. L. Roos**, Verweerder

Kragtens 'n vonnis van die Landdroshof vir die distrik Port Elizabeth gedateer 28 Oktober 1994, sal die ondergemelde eiendom verkoop word op 24 Februarie 1995 om 14:15, by die hoofingang van Nuwe Gereghowe, Noordeinde, Port Elizabeth, sonder reserwe aan die hoogste bieder, onderhewig aan die verkoopvoorwaardes wat tydens die veiling voorgelê sal word en wat ter insae lê by die kantoor van die Balju, Port Elizabeth-Suid:

Erf 916, Charlo, in die munisipaliteit en afdeling Port Elizabeth, groot 882 (agthonderd twee-en-tagtig) vierkante meter, gehou kragtens Transportakte T73485/92, ook bekend as Justinweg 68, Charlo, Port Elizabeth.

Hoewel niks gewaarborg word nie, word gemeld dat daar op die eiendom 'n enkelverdiepingwoonhuis met teëldak is bestaande uit drie slaapkamers, sitkamer, eetkamer, kombuis, twee badkamers, ingangsportaal, gesinskamer en swembad.

Geteken te Port Elizabeth op hierdie 16de dag van Januarie 1995.

Stulting Delpont Cilliers & De Jager, Birdstraat 5, Port Elizabeth, 6001. (Verw. H. B. de Jager/em.)

Saak 29559/94

IN DIE LANDDROSHOF VIR DIE DISTRIK PORT ELIZABETH GEHOU TE TODDKAMERS, TODDSTRAAT,
PORT ELIZABETH

In die saak tussen **Saambou Bank Beperk**, Eiser, en **J. L. Hendricks**, Verweerder

Kragtens 'n vonnis van die Landdroshof vir die distrik Port Elizabeth gedateer 3 Oktober 1994, sal die ondergemelde eiendom verkoop word op 24 Februarie 1995 om 14:15, by die hoofingang van Nuwe Gereghowe, Noordeinde, Port Elizabeth, sonder reserwe aan die hoogste bieder, onderhewig aan die verkoopvoorwaardes wat tydens die veiling voorgelê sal word en wat ter insae lê by die kantoor van die Balju, Port Elizabeth-Suid:

Erf 2602, Fairview, in die munisipaliteit en afdeling Port Elizabeth, groot 203 (tweehonderd en drie) vierkante meter, gehou kragtens Transportakte T60256/93, ook bekend as Fern Glade Plek 51, Overbaakens, Port Elizabeth.

Hoewel niks gewaarborg word nie, word gemeld dat daar op die eiendom 'n enkelverdiepingwoonhuis met teëldak is bestaande uit twee slaapkamers, sitkamer, kombuis en badkamer.

Geteken te Port Elizabeth op hierdie 16de dag van Januarie 1995.

Stulting Delpont Cilliers & De Jager, Birdstraat 5, Port Elizabeth, 6001. (Verw. H. B. de Jager/em.)

Saak 7754/94

IN DIE LANDDROSHOF VIR DIE DISTRIK KUILSRIVIER GEHOU TE KUILSRIVIER

In die saak tussen **ABSA Bank Bpk.**, Eksekusieskuldeiser, en **Anton van der Merwe**, Eksekusieskuldenaar

Ingevolge uitspraak van die Landdros van Kuilsrivier en lasbrief vir eksekusie teen goed gedateer 23 Augustus 1994, sal die ondervermelde eiendom op 1 Maart 1995 om 10:30, te Ascotstraat 71, Kraaifontein, 7570, aan die hoogste bieder geregtelik verkoop word, naamlik:

Sekere: 'n Halwe aandeel in Erf 5718, Kraaifontein, in die munisipaliteit Kraaifontein, afdeling Kaap, groot 744 vierkante meter, gehou kragtens Transportakte T23443/1992.

Bestaande uit sitkamer, eetkamer, kombuis, badkamer, toilet, drie slaapkamers, motorhuis en swembad.

Die voorwaardes van verkoop mag gedurende kantoorure by die kantoor van die Balju vir die Landdroshof te Kuilsrivier, nagesien word.

Gedateer te Kaapstad op hierdie 17de dag van Januarie 1995.

Jan S. de Villiers & Seun, Prokureurs vir Eiser, 16de Verdieping, BP-sentrum, Thibaultplein 1, Kaapstad. (Verw. AR/E9952.)

Case 4809/85

IN THE SUPREME COURT OF SOUTH AFRICA

(Cape of Good Hope Provincial Division)

In the matter between **Christel Lehmann**, born Mayer, Execution Creditor, and **Ulrich Reinhard Theodor Lehmann**, Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Cape of Good Hope Provincial Division) in the above-mentioned suit, a sale without reserve will be held on Friday, 24 February 1995 at 12:00, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff for the Supreme Court, 29 Northumberland Street, Bellville, being:

Certain land being Erf 852, Thornton, more commonly known as 26 Matopo Road, Thornton, measuring 598 square metres, held under Title Deed T73979/1993.

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, building society or other acceptable guarantee to be furnished within 14 (fourteen) 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 Cape Town this 18th day of December 1994.

C. Dichmont, for Abe Swersky & Associates, Plaintiff's Attorneys, Picabel Parkade, Strand Street, Cape Town.

Case 7497/94

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

In the matter between **ABSA Bank Limited**, Plaintiff, and **Mr C. M. A. Burger**, First Defendant

In pursuance of a judgment in the Court of the Magistrate of Goodwood, the following will be sold in execution on 22 February 1995 at 11:00, on site, to the highest bidder:

Section 17, Sectional Plan SS17/93, 46 (forty-six) square metres, held by Deed of Transfer ST2171/1993, situated at 16 Nevside, Spenser Street, Goodwood, two bedrooms, bathroom/toilet, lounge and kitchen.

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, Goodwood.

C & A Friedlander Inc., Third Floor, Reader's Digest House, Strand Street, Cape Town, 8001.

Case 18923/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

In the matter between **ABSA Bank Limited**, Plaintiff, and **Mr Leonard Julius**, First Defendant

In pursuance of a judgment in the Court of the Magistrate of Mitchells Plain, the following will be sold in execution on 23 February 1995 at 09:00, in front of the Magistrate's Court for the District of Mitchells Plain, to the highest bidder:

Erf 9805, Mitchells Plain, 207 (two hundred and seven) square metres, held by Deed of Transfer T22021/1994, situated at 2 Bosduif Street, Rocklands, Mitchells Plain 7785, brick building, tiled room, kitchen, dining-room, lounge, three bedrooms and bathroom/toilet.

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

2. A deposit of ten per cent (10%) of the purchase price shall be paid in cash or by deposit-taking institution-guaranteed cheque at the time of the sale.

The balance [plus interest at the current rate of 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, Mitchells Plain.

C & A Friedlander Inc., Third Floor, Reader's Digest House, Strand Street, Cape Town, 8001.

Case 29996/94

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

In the matter between **ABSA Bank Limited**, Plaintiff, and **John Mark Cloete**, First Defendant, and **June Patricia Cloete**, Second Defendant

In pursuance of a judgment in the Court of the Magistrate of Cape Town, the following will be sold in execution on 21 February 1995 at 09:00, in front of the Magistrate's Court for the District of Cape Town, to the highest bidder:

Erf 119006, Cape Town, at Maitland, 182 (one hundred and eighty-two) square metres held by Deed of Transfer T29959/1993, situated at 56 Third Avenue, Kensington, Maitland, 7405, three bedrooms, bathroom/shower/toilet, lounge, kitchen and two garages.

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, Cape Town.

C & A Friedlander Inc., Third Floor, Reader's Digest House, Strand Street, Cape Town, 8001.

Case 49280/91

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 **Raftimark Investments CC**, Defendant

The following property will be sold in execution, voetstoots and without reserve, to the highest bidder, at the Court Steps, Wynberg, 22 February 1995 at 10:00:

Erf 45, Zeekoevlei, Cape Division, in extent 625 (six hundred and twenty-five) square metres, also known as 22 Dabchick Road, Zeekoevlei.

Conditions:

1. The following information is furnished, but not guaranteed: One single dwelling, brick walls under tiled roof, consisting of three bedrooms, kitchen, lounge, bathroom, toilet and double garage.

2. *Payment:* Ten per cent (10%) of the purchase price must be paid in cash or by deposit-taking institution guaranteed cheque at the time of the sale and the balance, together with interest thereon at the ruling bank rate calculated on the Judgment Creditor's claim from date of sale to date of transfer, against registration of transfer, which amounts are to be secured by approved guarantee of a deposit-taking institution to be delivered within 14 days of the sale.

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

4. *Conditions:* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Dated at Claremont this 29th day of December 1994.

Balsillie Watermeyer & Cawood, Attorneys for Execution Creditor, Third Floor, Norwich Life Centre, Protea Road, Claremont.

Case 46725/92

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

In the matter between **ABSA Bank Limited**, Plaintiff, and **M. C. Tajoodien**, Defendant

In pursuance of a judgment in the Court of the Magistrate of Wynberg, the following will be sold in execution on 22 February 1995 at 10:00, in front of the Magistrate's Court for the District of Wynberg, to the highest bidder:

Erf 110022, Cape Town at Athlone, 496 (four hundred and ninety-six) square metres, held by Deed of Transfer T50148/90, situated at 26 Cissy Gool Avenue, Hatton Estate, Athlone. Vacant stand.

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

2. A deposit of ten per cent (10%) of the purchase price shall be paid in cash or by deposit-taking institution guaranteed cheque at the time of the sale.

The balance [plus interest at the current rate of 17,25% (seventeen comma two five per cent) per annum calculated on the Capital Judgment Creditor's claim from date of sale to date of transfer] against registration of transfer, which amounts are to be secured by approved guarantee of a deposit-taking institution to be delivered within 14 days of the sale.

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

4. The full conditions of sale which will be read out by the auctioneer or the Sheriff of the Court, immediately prior to the sale, may be inspected at the offices of the Sheriff of the Magistrate's Court, Wynberg.

C. & A. Friedlander Inc., Third Floor, Reader's Digest House, Strand Street, Cape Town, 8001.

Case 879/92

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

In the matter between **ABSA Bank Limited**, Plaintiff, and **M. C. Tajoodien**, Defendant

In pursuance of a judgment in the Court of the Magistrate of Wynberg, the following will be sold in execution on 22 February 1995 at 10:00, in front of the Magistrate's Court for the District of Mitchells Plain, to the highest bidder:

Erf 110021, Cape Town at Athlone, 496 (four hundred and ninety-six) square metres, held by Deed of Transfer T53653/87, situated at 28 Cissy Gool Avenue, Athlone, brick dwelling, tiled roof, lounge, kitchen, four bedrooms, bathroom/toilet and garage.

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

2. A deposit of 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 16,75% (sixteen comma seven 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 18924/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

In the matter between **ABSA Bank Limited**, Plaintiff, and **Wayne Stanley Sparham**, First Defendant, and **Mrs Yvonne Verona Sparham**, Second Defendant

In pursuance of a judgment in the Court of the Magistrate of Mitchells Plain, the following will be sold in execution on 23 February 1995 at 09:00, in front of the Magistrate's Court for the District of Mitchells Plain, to the highest bidder:

Erf 18474, Mitchells Plain, 243 (two hundred and forty-three) square metres, held by Deed of Transfer T17267/1994, situated at 2 Kransduinen Close, Westridge, Mitchells Plain 7785, three bedrooms, bathroom/toilet, lounge and kitchen.

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, Mitchells Plain.

C. & A. Friedlander Inc., Third Floor, Reader's Digest House, Strand Street, Cape Town, 8001.

Case 4588/92

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

In the matter between **Eastern Province Building Society**, Execution Creditor, and **Rustenhof CC**, Execution Debtor

In pursuance of a judgment in the Court of the Magistrate of Stellenbosch and writ of execution issued, the following immovable property will be sold in execution on Tuesday, 7 March 1995 at 10:30, on site, namely 40 Rustenberg Way, Idas Valley, Stellenbosch, to the highest bidder, viz:

The Remainder of Erf 3282, Stellenbosch, in the Municipality and Division of Stellenbosch, measuring 496 (four hundred and ninety-six) square metres, held by the Execution Debtor under Deed of Transfer T79762/91.

Also known as 40 Rustenberg Way, Idas Valley, Stellenbosch.

Conditions of sale:

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act, the rules made thereunder and of the title deeds of the property and the property shall, subject to the foregoing and the full conditions of sale, be sold voetstoots to the highest bidder.

2. The following improvements on the property are reported, but nothing is guaranteed:

(a) A single storey building under asbestos roof comprising a large living room, six bedrooms, kitchen, store-room, three toilets and two showers.

(a) A double storey building under asbestos roof comprising:

(i) A flat on the first floor with three bedrooms, a living room, a kitchen and a bathroom with toilet;

(ii) A flat on the ground floor with a large room, a kitchen and toilet with shower;

(iii) A further flat on the ground floor with a bedroom, lounge/dining-room, kitchen, toilet and shower.

3. *Payment:* The full purchase price, together with any Value-Added Tax which may be payable thereon, shall be payable in cash at the time of the sale or 10% (ten per centum) of the purchase price in cash and the balance of such purchase price, together with any Value-Added Tax which may be payable on the purchase price, together with interest on the amount of the Judgment Creditor's claim at the rate then prevailing (and in the event of there being any other preferent creditor then also the interest payable upon such preferent creditor's claim) shall be payable from the date of sale to date of transfer, against registration of transfer, which amounts are to be secured by a guarantee of a bank or building society or other financial institution approved of by the Sheriff of the Court, such guarantee to be delivered within two (2) weeks of the date of sale.

4. The full conditions of sale which will be read out by the Sheriff of the Court or auctioneer immediately prior to the sale, may be inspected at either the office of the Sheriff of the Court, Stellenbosch, or at the offices of the attorneys for the Execution Creditor.

Schkolne Hart-Wilson Barnard, Attorneys for Execution Creditor, First Floor, Boland Bank Building, 139 Main Street, Somerset West.

Case 9510/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Cape of Good Hope Provincial Division)

In the matter between **First National Bank of Southern Africa Limited**, Plaintiff, and **Roderick Mavin Marais**, First Defendant, and **Judy Marais**, Second Defendant

In pursuance of a judgment of the above-mentioned Honourable Court in the above matter dated 9 February 1994, I shall sell in execution by public auction, at the site and on Tuesday, 21 February 1995 at 11:30, subject to the conditions of sale to be read at the sale, the following immovable property:

Certain:

(a) Section 9 as shown and more fully described on Sectional Plan SS134/1992, in the scheme known as Pine Court in respect of the land and building or buildings situated at Rugby, in the Municipality of Cape Town, Cape Division;

(b) undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan, measuring 56 (fifty-six) square metres, held by Deed of Transfer ST13028/92, situated at 9 Pine Court, Santos Road, Rugby.

The conditions of sale will lie for inspection at my offices at Barrack Street, Cape Town. The sale will take place at the site.

S. V. Shapiro, for Bisset Boehmke McBlain, Attorneys for Plaintiff, 13th Floor, Cartwright's Corner House, Adderley Street, Cape Town, 8001.

Case 1968/93

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

In the matter between **Fidelity Bank Limited**, Plaintiff, and **Ionnis Kacnis**, First Defendant, and **Mrs A. M. Kacnis**, Second Defendant

In pursuance of a judgment in the above Honourable Court of 30 November 1993 and a writ of execution dated 3 December 1993, the following immovable property will be sold in execution on 22 February 1995 at 10:10, at the offices of the Sheriff for the Magistrate's Court, Radue Weir Building, Eales Street, King William's Town:

Erf 1300, a portion of Erf 5, Berlin, Municipality of East London, Division of King William's Town, in extent 3,0292 hectares, being Hans Coetzee Street, Berlin, held by Deed of Transfer T2174/1988.

Description: Property consists of offices, ablutions, switch house, gate house, veranda, carport and shed.

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, bank 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 12th day of January 1995.

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

Case 3366/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF EAST LONDON HELD AT EAST LONDON

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Mrs Aletta Susanna Barnard**, Defendant

In pursuance of a judgment of the above Honourable Court and a warrant of execution dated 17 June 1994 the following property will be sold on Friday, 17 February 1995 at 11:00, to the highest bidder subject to the provisions of the conditions of sale:

Erf 3823 (a portion of Erf 720), Beacon Bay, Municipality of Beacon Bay, Division of East London, in extent 1 373 (one thousand three hundred and seventy-three) square metres, held under Title Deed T1349/92, known as 8 Braemar Road, Beacon Bay, East London.

The sale aforesaid will take place at the property itself being: 8 Braemar Road, Beacon Bay, East London.

Conditions of sale:

1. The purchaser shall pay 10% (ten per centum) of the purchase price on the date of the sale and the unpaid balance with interest is to be secured by a satisfactory bank or building society guarantee to be furnished to the Plaintiff's attorney 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/Deed of Transfer.

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

4. The following information is furnished, but not guaranteed: Conventional dwelling under tiled roof comprising three bedrooms, lounge, dining-room, family room, kitchen, bathroom, two garages and swimming-pool.

Dated at East London on this 11th day of January 1995.

C. Kloot, for Bate, Chubb & Dickson Inc., Plaintiff's Attorneys, Suite 3, Norvia House, 34 Western Avenue, Vincent, East London. (Ref. C. Kloot/LDM/W18296.)

Case 12603/93

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

In the matter between **N.B.S. Bank Ltd**, Plaintiff, and **Charles Barnett (Snr.)**, First Defendant, and **Annie Barnett**, Second Defendant

Be pleased to take notice that pursuant to a judgment in the above Honourable Court, granted on 27 September 1993, the undermentioned property will be sold in execution at the premises on Thursday, 23 February 1995 at 11:00:

Erf 125489, Cape Town, in the Municipality of Cape Town, Cape Division, measuring 229 (two hundred and twenty-nine) square metres and comprising of brick building with asbestos roof, lounge, four bedrooms, bathroom and kitchen, and known as 106 Firethorn Street, Bonteheuwel.

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 13th day of January 1995.

M. Shevel, for Cohen Shevel & Fourie, Plaintiff's Attorneys, 154 Voortrekker Road, Parow.

Case 29129/92

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

In the matter between **N.B.S. Bank Ltd**, Plaintiff, and **Alister Ernest Lee**, First Defendant, and **Elsie Petronelle Lee**, Second Defendant

Be pleased to take notice that pursuant to a judgment in the above Honourable Court, granted on 14 November 1992, the undermentioned property will be sold in execution at the premises on Monday, 20 February 1995 at 10:00:

Remainder Erf 10714, Parow, in the Municipality of Parow, District of the Cape, measuring 991 (nine hundred and ninety-one) square metres, held by Deed of Transfer T44262/90, and comprising of lounge, bar, two bedrooms, bathroom, toilet, kitchen and single garage, and known as 25 Taylor Street, Parow Valley.

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 deeds 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 12th day of January 1995.

M. Shevel, for Cohen Shevel & Fourie, Plaintiff's Attorneys, 154 Voortrekker Street, Parow.

Case 3451/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT ELIZABETH HELD AT TODD CHAMBERS, TODD STREET, PORT ELIZABETH

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Raymond George Goliath**, First Defendant, and **Fatima Goliath**, Second Defendant

In pursuance of a judgment in the Court of the Magistrate of the District of Port Elizabeth, dated 4 August 1994, the property listed hereunder will be sold in execution on Friday, 17 February 1995 at 14:15, at the front entrance to the New Law Courts, Main Street, North End, Port Elizabeth:

Erf 4641, Gelvandale, in the Municipality and Division of Port Elizabeth, measuring 298 (two hundred and ninety-eight) square metres, situated at 145 Renecke Street, Gelvandale, Port Elizabeth.

Conditions of sale: The purchase price shall be payable as a deposit in cash of 10% (ten per centum) and the balance against transfer. The full conditions of sale will be read immediately prior to the sale may be inspected at the office of the Sheriff, Magistrate's Court, Port Elizabeth. A substantial bank loan can be arranged for an approved purchaser.

Dated at Port Elizabeth on this the 10th day of January 1995.

Brown Braude & Vlok, Plaintiff's Attorneys, Hancocks House, 317 Cape Road, Newton Park, Port Elizabeth. (Ref. D. C. Baldei/ENN.)

Case 5070/94

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

In the matter between **Saambou Bank Limited** (formerly Saambou National Building Society), Execution Creditor, and **A. R. Human**, First Execution Debtor, and **M. R. Human**, Second Execution Debtor

In execution of a judgment of the Magistrate's Court for the District of Uitenhage dated 21 July 1994, and in pursuance of an attachment in execution dated 2 August 1994 a sale by public auction will be held by the Sheriff for the Magistrate's Court, in front of the Magistrate's Court, Uitenhage, on Thursday, 16 February 1995 at 11:00, of the following immovable property situated at 58 John Dissel Street, Uitenhage:

Zoned: Residential.

Being: Erf 18512, Uitenhage, in the area of Uitenhage Transitional Local Council, Division of Uitenhage, in extent 420 square metres, held by Arnold Roger Human and Melany Ronel Human, under Deed of Transfer T42871/93, and subject to the conditions referred to therein.

The following improvements are situated on the property although nothing in this respect is guaranteed: Single storey freestanding face brick dwelling under tile roof with lounge, two bedrooms, kitchen, bathroom and toilet.

The conditions of sale will be read immediately prior to the sale, and are lying for inspection at the office of the Sheriff for the Magistrate's Court, Uitenhage.

Terms: 10% (ten per centum) of the purchase price and 5% (five per centum) Sheriff's (auctioneer's) charges up to R20 000 and thereafter 3% (three per centum) to a maximum of R6 000 with a minimum of R200 in cash at the time of the sale; the balance against transfer to be secured by a bank or building society or other acceptable guarantee, to be furnished to the Sheriff of the Court within twenty-one (21) days from date of the sale.

Dated at Uitenhage this 9th day of January 1995.

J. S. Levy & Levy, Attorneys for Execution Creditor, 301 SA Permanent Centre, Caledon Street, Uitenhage.

Case 6679/94

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

In the matter between **Nedcor Bank Limited** (formerly Nedperm Bank Ltd) (formerly S A Permanent Building Society), Execution Creditor, and **G. E. Williams**, Execution Debtor

In execution of a judgment of the Magistrate's Court for the District of Uitenhage dated 12 September 1994 and in pursuance of an attachment in execution dated 15 September 1994, a sale by public auction will be held by the Sheriff for the Magistrate's Court, in front of the Magistrate's Court, Uitenhage, on Thursday, 16 February 1995 at 11:00, of the following immovable property situated at 38 Bauhinia Crescent, Uitenhage:

Zoned: Residential.

Being: Erf 7484, Uitenhage, in the area of Uitenhage Transitional Local Council, Division of Uitenhage, in extent 421 square metres, held by Gerald Ernest Williams, under Deed of Transfer T15151/1987, and subject to the conditions referred to therein.

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

Single storey detached dwelling under asbestos with lounge, three bedrooms, kitchen, bathroom and carport.

The conditions of sale will be read immediately prior to the sale, and are lying for inspection at the office of the Sheriff for the Magistrate's Court, Uitenhage.

Terms: 10% (ten per centum) of the purchase price and 5% (five per centum) Sheriff's (auctioneer's) charges up to R20 000 and thereafter 3% (three per centum) to a maximum of R6 000 with a minimum of R200 in cash at the time of the sale; the balance against transfer to be secured by a bank or building society or other acceptable guarantee, to be furnished to the Sheriff of the court within twenty-one (21) days from date of the sale.

Dated at Uitenhage this 9th day of January 1995.

J. S. Levy & Levy, Attorneys for Execution Creditor, 301 S A Permanent Centre, Caledon Street, Uitenhage.

Case 5816/93

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

In the matter between **Nedcor Bank Limited** (formerly Nedperm Bank Ltd) (formerly S A Permanent Building Society), Execution Creditor, and **P. E. Banjathwa**, Execution Debtor

In execution of a judgment of the Magistrate's Court for the District of Uitenhage dated 25 April 1994 and in pursuance of an attachment in execution dated 4 May 1994, a sale by public auction will be held by the Sheriff for the Magistrate's Court, in front of the Magistrate's Court, Uitenhage, on Thursday, 16 February 1995 at 11:00, of the following immovable property situated at 9 Knockpal Street, Kwanobuhle:

Zoned: Residential.

Being: Erf 5867 (now Erf 13663), Kwanobuhle, in the area of Uitenhage Transitional Local Council, Division of Uitenhage, in extent 267 square metres, held by Piki Eric Banjathwa, under Certificate of Right of Leasehold 5857/1, and subject to the conditions referred to therein.

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

Single storey detached dwelling under concrete tiles with lounge, two bedrooms, kitchen and bathroom.

The conditions of sale will be read immediately prior to the sale, and are lying for inspection at the office of the Sheriff for the Magistrate's Court, Uitenhage.

Terms: 10% (ten per centum) of the purchase price and 5% (five per centum) Sheriff's (auctioneer's) charges up to R20 000 and thereafter 3% (three per centum) to a maximum of R6 000 with a minimum of R200 in cash at the time of the sale; the balance against transfer to be secured by a bank or building society or other acceptable guarantee, to be furnished to the Sheriff of the court within twenty-one (21) days from date of the sale.

Dated at Uitenhage this 10th day of January 1995.

J. S. Levy & Levy, Attorneys for Execution Creditor, 301 S A Permanent Centre, Caledon Street, Uitenhage.

Case 3261/94

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

In the matter between **Nedcor Bank Limited**, formerly Nedperm Bank Limited, Plaintiff, and **Erika Lavina de Winnaar**, Defendant

In terms of a judgment given in the Magistrate's Court at Strand, on 5 September 1994 and under a warrant of execution issued thereafter, the following immovable property known as:

Erf 14137, Strand, in the Municipality of the Strand, Division of Stellenbosch, measuring 310 square metres, held by Deed of Transfer T46571/91, also known as 9 Park Close, Van der Stel, Strand, will be sold in execution on 22 February 1995 at 11:00, at 9 Park Close, Van der Stel, Strand, in terms of the conditions of sale, which will be read out immediately before the sale is held and which may be inspected at the offices of the Sheriff of the Court, Strand and the undersigned.

The material terms of the sale are as follows:

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

2. The seller shall pay 10% (ten per centum) of the purchase price immediately after the sale and will provide a bank or building society guarantee acceptable to the Judgment Creditor's attorneys providing for payment within fourteen (14) days of the balance of the purchase price and interest.

3. The purchaser shall be liable for payment of all arrear rates and penalties and other charges (inclusive of collection commission) in respect of the immovable property as also payment of interest to the Execution Creditor and to the bondholder.

4. Without guaranteeing anything, it is alleged that the property is improved in the following manner: with inter alia, a dwelling thereon.

Dated at Somerset West this 6th day of January 1995.

P. du Toit, Morkel & De Villiers Inc., Second Floor, Boland Bank Building, 139 Main Street, Somerset West; P.O. Box 112, Somerset West, 7129. [Tel. (024) 51-2928.]

Case 39021/94**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF WYNBERG HELD AT WYNBERG**

In the matter between **Cape of Good Hope Bank Ltd**, Judgment Creditor, and **Erf 28661 Mowbray CC**, Judgment Debtor

In the execution of the judgment of the Magistrate's Court, Wynberg, in the above matter, a sale will be held on Wednesday, 1 March 1995 at 12:00, and at the property of the following immovable property:

Erf 28661, Cape Town at Mowbray, situated in the Municipality of Cape Town, Cape Division, in extent 76 square metres, held by Deed of Transfer T5693/90, situated at 23 John Street, Mowbray, Cape.

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 and the conditions of sale. The price bid shall be exclusive of Value-Added Tax and the purchaser shall pay Value-Added Tax on the purchase price as provided for in the conditions of sale, subject to the provisions thereof.

2. One tenth (1/10) of the purchase price shall be paid in cash or by means of a bank-marked cheque and immediately after the property is declared to be sold and the balance of the purchase price together with interest as detailed in the conditions of sale to be paid against registration of transfer, and received within fourteen (14) days after the date of sale by a bank or building society guarantee.

3. The following improvements to the property are reported, but nothing is guaranteed: A dwelling consisting of lounge, two bedrooms, kitchen, bathroom, toilet, loft and patio.

And subject to the full conditions of sale which will be read out at the time of the sale and which may be inspected at the offices of the Sheriff of the Court at Cape Town and at the offices of the undermentioned auctioneers: Jose Camara Real Estate, 95 Victoria Road, Woodstock, Cape.

Herold Gie & Broadhead, Attorneys for Judgment Creditor, Permanent Buildings, 8 Darling Street, Cape Town. (Ref. A. C. Broodryk.)

Case 19459/93**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT ELIZABETH HELD AT TODD CHAMBERS, TODD STREET, PORT ELIZABETH**

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Ronney Petani**, Defendant

In pursuance of a judgment in the Court of the Magistrate in the District of Port Elizabeth dated 16 July 1993, the property listed hereunder will be sold in execution on Friday, 17 February 1995 at 14:15, at the front entrance to the New Law Courts, North End, Port Elizabeth:

All the Defendant's right, title and interest in the leasehold in respect of Erf 1150, Motherwell NU 7, in the Administrative District of Uitenhage, measuring 278 (two hundred and seventy-eight) square metres, situated at 31 Mpheko Street, Motherwell.

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 will be read immediately prior to the sale and may be inspected at the offices of the Sheriff, Magistrate's Court, Port Elizabeth. A substantial bank loan can be arranged for an approved purchaser.

Dated at Port Elizabeth on this the 10th day of January 1995.

Brown Braude & Viok, Plaintiff's Attorneys, Hancocks House, 317 Cape Road, Newton Park, Port Elizabeth. (Ref. D. C. Baldie/enni.)

Case 2928/94**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF SIMON'S TOWN HELD AT SIMON'S TOWN****Nedcor Bank Limited vs W. J. Daniels**

The property: 1413 Ocean View, situated in the Local Area of Ocean View, Cape Division.

In extent: 174 square metres.

Situated at: 9 Beta Walk, Ocean View.

Improvements (not guaranteed): Double storey semi-detached, asbestos roof, lounge, kitchen, two bedrooms, bathroom and toilet.

Date of sale: 22 February 1995 at 12:00.

Place of sale: 9 Beta Walk, Ocean View.

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, Simon's Town, and Steer & Co., 33 Loop Street, Cape Town.

Pincus Matz Marquard Hugo-Hamman, Attorneys for Judgment Creditor, 135 Main Road, Claremont.

Case 5775/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

In the matter between **NBS Bank Limited** formerly Natal Building Society Limited (Reg. No. 87/01384/06), Plaintiff, and **Lionel van Graan**, First Defendant, and **Delores van Graan**, Second Defendant

In pursuance of a judgment of the Magistrate's Court of Kuils River and writ of execution dated 19 October 1994, the property listed hereunder, and commonly known as 38 Almeria Way, Northpine, Brackenfell, will be sold in execution in front of the Magistrate's Court, Kuils River, on Thursday, 23 February 1995 at 11:30, to the highest bidder:

Erf 6775, Brackenfell, in the Local Area of Scottsdene, Division of Stellenbosch, in extent 399 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, Kuils River, 29 Northumberland Street, Bellville. A substantial loan can be raised for an approved purchaser with prior approval.

Dated at Cape Town this 4th day of January 1995.

I. Broodryk, for Syfret Godlonton & Fuller Moore Inc., 11th Floor, N.B.S. Waldorf, 80 St George's Mall, Cape Town. (Ref. S. Williams/N.1735.)

Case 3273/94

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 **Thomas Alexander Kelly**, First Defendant, and **Kathleen Kelly**, Second Defendant

In pursuance of a judgment of the Magistrate's Court of Wynberg and writ of execution dated 11 November 1994, the property listed hereunder, and commonly known as 107 Range Road, Kenwyn, will be sold in execution at the premises on Monday, 20 February 1995 at 11:00, to the highest bidder:

Erf 69258, Cape Town, at Lansdowne, in the Municipality of Cape Town, Cape Division, in extent 446 square metres.

The following improvements are reported to be on the property, but nothing is guaranteed: Single-storey residence built of brick with tiled roof, comprising three bedrooms, lounge, dining-room, kitchen, bathroom, two toilets 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 this 3rd day of January 1995.

I. Broodryk, for Syfret Godlonton & Fuller Moore Inc., 11th Floor, N.B.S. Waldorf, 80 St George's Mall, Cape Town. (Ref. S. Williams/N.1837.)

Case 20397/94

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 **Yusuf Millward**, Defendant

In pursuance of a judgment of the Magistrate's Court of Mitchells Plain and writ of execution dated 4 November 1994, the property listed hereunder, and commonly known as 3 Kansas Crescent, Coloradopark, will be sold in execution in front of the Magistrate's Court, Mitchells Plain, on Monday, 20 February 1995 at 10:00, to the highest bidder:

Erf 174, Weltevreden Valley, situated in the Local Area of Weltevreden Valley, Cape Division, in extent 331 square metres.

The following improvements are reported to be on the property, but nothing is guaranteed: Single storey residence built of brick with tiled roof, comprising two bedrooms, lounge, kitchen, bathroom and toilet.

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Magistrate's Court, Mitchells Plain South, 6 Mulberry Mall, Strandfontein Centre, Strandfontein. A substantial loan can be raised for an approved purchaser with prior approval.

Dated at Cape Town on this the 5th day of January 1995.

I. Broodryk, for Syfret Godlonton-Fuller Moore Inc., 11th Floor, N.B.S. Waldorf, 80 St George's Mall, Cape Town. (Ref. S. Williams/N.1829.)

Case 10942/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

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

In pursuance of a judgment of the Magistrate's Court of Kuils River and writ of execution dated 29 November 1994, the property listed hereunder, and commonly known as 35 Barbara Road, Eerste River, will be sold in execution in front of the Magistrate's Court, Kuils River, on Tuesday, 21 February 1995 at 09:00, to the highest bidder:

Erf 5409, Eersterivier, in the Local Area of Blue Downs, Stellenbosch Division, in extent 297 square metres.

The following improvements are reported to be on the property, but nothing is guaranteed: Single storey residence built of brick with tiled roof, comprising two bedrooms, lounge, kitchen, bathroom and toilet.

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Magistrate's Court, Kuils River, 29 Northumberland Street, Bellville. A substantial loan can be raised for an approved purchaser with prior approval.

Dated at Cape Town on this the 6th day of January 1995.

I. Broodryk, for Syfret Godlonton-Fuller Moore Inc., 11th Floor, N.B.S. Waldorf, 80 St George's Mall, Cape Town. (Ref. S. Williams/N.1850.)

Case 5740/90

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

ABSA Bank Limited, trading as United Bank, *versus* **Lionel Thomas Cloete** and **Vanessa Yolanda Cloete**

The following property will be sold in execution in front of the Courthouse for the District of Kuils River, on Monday, 27 February 1995 at 09:00, to the highest bidder:

Erf 2814, portion of Erf 1, Kleinvlei, in extent 572 square metres, held by T45320/1987, situated at 10 Columbus Street, Forest Glade, Kleinvlei, Western Cape.

1. The following improvements are reported but not guaranteed: *Dwelling:* Lounge, kitchen, three bedrooms, bathroom/toilet, shower/toilet and Tandem garage.

2. *Payment:* Ten per centum (10%) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 16,25% (sixteen comma two five per centum) per annum calculated on the Judgment Creditor's claim from the date of sale to date of transfer] against registration of transfer, which amounts are to be secured by approved bank guarantee to be delivered within 14 days of the sale.

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

4. *Conditions:* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeeck Street, Cape Town. (Ref. DOU1620/119013/gl.)

Case 10039/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

ABSA Bank Limited, trading as Allied Bank, *versus* **Moegamat Kashief Rogers** and **Shamiela Rogers**

The following property will be sold in execution in front of the Court-house for the District of Mitchells Plain, on Tuesday, 28 February 1995 at 10:00, to the highest bidder:

Erf 30730, Mitchells Plain, in extent 135 square metres, held by T7545/1993, situated at 125 Korfbal Street, Beacon Bailey, Mitchells Plain, Cape.

1. The following improvements are reported but not guaranteed: *Dwelling*: Lounge, kitchen, three bedrooms, bathroom/toilet, shower/toilet and tandem garage.

2. *Payment*: Ten per centum (10%) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 16,25% (sixteen comma two five per centum) per annum calculated on the Judgment Creditor's claim from the date of sale to date of transfer] against registration of transfer, which amounts are to be secured by approved bank guarantee to be delivered within 14 days of the sale.

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

4. *Conditions*: The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeeck Street, Cape Town. (Ref. 4A106962/gl.)

Saak 11560/94

IN DIE LANDDROSHOF VIR DIE DISTRIK KUILSRIVIER GEHOU TE KUILSRIVIER

In die saak tussen **Saambou Bank Beperk**, Eksekusieskuldeiser, en **Christine Joseph**, Eksekusieskuldenaar

In die gemelde saak sal 'n veiling gehou word op 21 Februarie 1995 om 10:00, op die perseel:

Erf 3134, Blue Downs, in die Plaaslike Gebied Blue Downs, afdeling Stellenbosch, groot 362 vierkante meter, gehou kragtens Transportakte T60389/91, ook bekend as Petticoat 12, Blue Downs.

Verkoopvoorwaardes:

1. Die veiling is onderworpe aan die bepalings en voorwaardes van die Wet op Landdroshowe, No. 32 van 1944, en die eiendom word voetstoots verkoop onderworpe aan die voorwaardes van die bestaande titelbewys.

2. Een tiende ($\frac{1}{10}$) van die koopprys word onmiddellik betaal nadat die eiendom as verkoop verklaar is en die res van die koopprys met rente daarop teen 'n koers van 19,25% (negentien komma twee vyf persent) per jaar, betaal te word teen registrasie van oordrag wat onverwyld na die veiling gegee en geneem sal word.

3. Die volgende verbeteringe is op die eiendom aangebring (hoewel niks in hierdie opsig gewaarborg word nie):

Hoofgebou: Baksteengebou bestaande uit drie slaapkamers, badkamer, toilet, sitkamer en kombuis.

Buitegebou: Geen.

4. Die volledige veilingvoorwaardes sal ten tye van die veiling voorgelees word en lê voor die tyd ter insae in die kantoor van die Balju van die Landdroshof, Kuilsrivier en in die kantoor van die ondergetekende.

Gedateer te Kuilsrivier op hierdie 11de dag van Januarie 1995.

A. J. Marais, vir Marais Müller, Prokureur vir Vonnisskuldeiser, Van Riebeeckweg 66, Kuilsrivier. (Verw. 9035191.)

Saak 11561/94

IN DIE LANDDROSHOF VIR DIE DISTRIK KUILSRIVIER GEHOU TE KUILSRIVIER

In die saak tussen **Saambou Bank Beperk**, Eksekusieskuldeiser, en **D. C. Human**, Eerste Eksekusieskuldenaar, en **Z. Human**, Tweede Eksekusieskuldenaar

In die gemelde saak sal 'n veiling gehou word op 21 Februarie 1995 om 11:00, op die perseel:

Erf 2864, Eersterivier, in die Plaaslike Gebied Blue Downs, Afdeling Stellenbosch, groot 361 vierkante meter, gehou kragtens Transportakte T72528/93, ook bekend as Kischstraat 3, Eersterivier.

Verkoopvoorwaardes:

1. Die veiling is onderworpe aan die bepalings en voorwaardes van die Wet op Landdroshowe, No. 32 van 1944, en die eiendom word voetstoots verkoop onderworpe aan die voorwaardes van die bestaande titelbewys.

2. Een tiende ($\frac{1}{10}$) van die koopprys word onmiddellik betaal nadat die eiendom as verkoop verklaar is en die res van die koopprys met rente daarop teen 'n koers van 16% (sestien persent) per jaar, betaal te word teen registrasie van oordrag wat onverwyld na die veiling gegee en geneem sal word.

3. Die volgende verbeteringe is op die eiendom aangebring (hoewel niks in hierdie opsig gewaarborg word nie):

Hoofgebou: Baksteengebou bestaande uit twee slaapkamers, badkamer, toilet, sitkamer en kombuis.

Buitegebou: Geen.

4. Die volledige veilingvoorwaardes sal ten tye van die veiling voorgelees word en lê voor die tyd ter insae in die kantoor van die Balju van die Landdroshof, Kuilsrivier, en in die kantoor van die ondergetekende.

Gedateer te Kuilsrivier op hierdie 12de dag van Januarie 1995.

A. J. Marais, vir Marais Müller, Prokureur vir Vonnisskuldeiser, Van Riebeeckweg 66, Kuilsrivier. (Verw. 9035191.)

Saak 1315/94

IN DIE LANDDROSHOF VIR DIE DISTRIK KUILSRIVIER GEHOU TE KUILSRIVIER

In die saak tussen **Saambou Bank Beperk**, Eksekusieskuldeiser, en **John Jacobs**, Eerste Eksekusieskuldenaar, en **Debbie Meagyn Jacobs**, Tweede Eksekusieskuldenaar

In die gemelde saak sal 'n veiling gehou word op 21 Februarie 1995 om 11:30, op die perseel:

Erf 1425, Kleinvlei, in die Plaaslike Gebied Blue Downs, Afdeling Stellenbosch, groot 345 vierkante meter, gehou kragtens Transportakte T14698/87, ook bekend as Parklaan 4, Kleinvlei, Eersterivier.

Verkoopvoorwaardes:

1. Die veiling is onderworpe aan die bepalinge en voorwaardes van die Wet op Landdroshowe, No. 32 van 1944, en die eiendom word voetstoots verkoop onderworpe aan die voorwaardes van die bestaande titelbewys.

2. Een tiende ($\frac{1}{10}$) van die koopprijs word onmiddellik betaal nadat die eiendom as verkoop verklaar is en die res van die koopprijs met rente daarop teen 'n koers van 16% (sestien persent) per jaar, betaal te word teen registrasie van oordrag wat onverwyld na die veiling gegee en geneem sal word.

3. Die volgende verbeteringe is op die eiendom aangebring (hoewel niks in hierdie opsig gewaarborg word nie):

Hoofgebou: Bestaande uit drie slaapkamers, toilet, sitkamer, kombuis en eetkamer.

Buitegebou: Geen.

4. Die volledige veilingvoorwaardes sal ten tye van die veiling voorgelees word en lê voor die tyd ter insae in die kantoor van die Balju van die Landdroshof, Kuilsrivier en in die kantoor van die ondergetekende.

Gedateer te Kuilsrivier op hierdie 12de dag van Januarie 1995.

A. J. Marais, vir Marais Müller, Prokureur vir Vonnisskuldeiser, Van Riebeeckweg 66, Kuilsrivier. (Verw. 9035191.)

Saak 11562/94

IN DIE LANDDROSHOF VIR DIE DISTRIK KUILSRIVIER GEHOU TE KUILSRIVIER

In die saak tussen **Saambou Bank Beperk**, Eksekusieskuldeiser, en **Gareth Reginald Scholtz**, Eksekusieskuldenaar

In die gemelde saak sal 'n veiling gehou word op 21 Februarie 1995 om 10:00, op die perseel:

Erf 3864, Eersterivier, in die Plaaslike Gebied Blue Downs, Afdeling Stellenbosch, groot 343 vierkante meter, gehou kragtens Transportakte T37472/93, ook bekend as Camelthornestraat 27, Beverley Park, Eersterivier.

Verkoopvoorwaardes:

1. Die veiling is onderworpe aan die bepalinge en voorwaardes van die Wet op Landdroshowe, No. 32 van 1944, en die eiendom word voetstoots verkoop onderworpe aan die voorwaardes van die bestaande titelbewys.

2. Een tiende ($\frac{1}{10}$) van die koopprijs word onmiddellik betaal nadat die eiendom as verkoop verklaar is en die res van die koopprijs met rente daarop teen 'n koers van 19,25% (negentien komma twee vyf persent) per jaar, betaal te word teen registrasie van oordrag wat onverwyld na die veiling gegee en geneem sal word.

3. Die volgende verbeteringe is op die eiendom aangebring (hoewel niks in hierdie opsig gewaarborg word nie):

Hoofgebou: Baksteengebou bestaande uit twee slaapkamers, badkamer, toilet, sitkamer en kombuis.

Buitegebou: Geen.

4. Die volledige veilingvoorwaardes sal ten tye van die veiling voorgelees word en lê voor die tyd ter insae in die kantoor van die Balju van die Landdroshof, Kuilsrivier en in die kantoor van die ondergetekende.

Gedateer te Kuilsrivier op hierdie 12de dag van Januarie 1995.

A. J. Marais, vir Marais Müller, Prokureur vir Vonnisskuldeiser, Van Riebeeckweg 66, Kuilsrivier. (Verw. 9035191.)

Case 3242/94

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Ivor Provins**, First Defendant, and **Desiree Lydia Provins**, Second Defendant

In pursuance of a judgment in the above Court and writ of execution dated 14 November 1994, the following property will be sold in execution on Wednesday, 1 March 1995 at 10:00, to the highest bidder at the site of the property, 118 Aries Avenue, Ocean View:

Certain Erf 994, Ocean View, in the Local Area of Ocean View, Cape Division, in extent 209 (two hundred and nine) square metres, held by Deed of Transfer T10832/92, also known as 118 Aries Avenue, Ocean View.

Consisting of dwelling under asbestos roof comprising two bedrooms, lounge, dining-room and bathroom/toilet.

Conditions of sale:

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act, the rules made thereunder and of the title deeds of the property and the property shall, subject to the foregoing, be sold to the highest bidder.

2. *Payment:* Ten per centum (10%) of the purchase price must be paid together with interest payable by the Judgment Debtor calculated on the amount of the Judgment Creditor's claim (and in the event of there being any preferent 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 or building society guarantee to be delivered within 14 days of the date of sale.

3. *Conditions:* The full conditions of sale which will be read out by the auctioneer immediately prior to the sale may be inspected at the office of the Sheriff, St George's Street, Simons Town.

Dated at Fish Hoek this 12th day of January 1995.

S. Boyes, for Buchanan Boyes, Attorneys for Judgment Creditor, Hove-To Medical Centre, 18 Kommetjie Road, Fish Hoek, 7975.

Saak 1207/94

IN DIE HOOGEREGSHOF VAN SUID-AFRIKA

(Noord Kaapse Afdeling)

In die saak tussen **ABSA Bank Beperk**, handeldrywende as Volkskas Bank, Eiser, en **Edward Henry Bredenkamp**, Verweerder

In navolging van 'n vonnis gedateer 27 Oktober 1994 en 'n lasbrief tot eksekusie teen onroerende goedere, gedateer 28 Oktober 1994, gaan die ondergemelde vaste eiendom in eksekusie per publieke veiling verkoop word aan die hoogste bieder deur die Balju van Kimberley, op Donderdag, 23 Februarie 1995 om 10:00, te die Landdroskantore, Kimberley, naamlik:

Sekere Erf 15001, Kimberley, geleë in die stad en distrik Kimberley, groot 1 593 (een vyf nege drie) vierkante meter.

Verkoopvoorwaardes: Die eiendom word kontant verkoop sonder 'n reserweprys en is 10% (tien persent) van die koopprijs betaalbaar in kontant, onmiddellik na die verkoping en die balans van die verkoopprijs moet gewaarborg word binne 'n redelike tyd met 'n goedgekeurde bank- of bouverenigingwaarborg.

Verdere verkoopvoorwaardes kan besigtig word te die kantore van die Balju, Kimberley.

Coetzee & Honiball, Prokureurs vir die Eiser, Chapelstraat, Kimberley.

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, of 19 August 1994 and a writ of execution dated 1 November 1994, the following immovable property will be sold in execution on 22 February 1995 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 17th day of January 1995.

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

Saak 7539/93

IN DIE HOOGEREGSHOF VAN SUID-AFRIKA

(Kaap die Goeie Hoop Provinsiale Afdeling)

In die saak tussen **ABSA Bank Beperk**, Eiser, en **Lukas Olivier**, Verweerder

Ingevolge 'n vonnis deur bogemelde Agbare Hof gedateer 29 Julie 1993, sal 'n verkoping in eksekusie gehou word op 24 Februarie 1995 om 10:00, voor die Landdroskantoor in Willowmore, wanneer die volgende eiendom deur die Balju van Willowmore aan die hoogste bieder verkoop sal word, naamlik:

Gedeelte 2 van die plaas Doornbosch 177, geleë in die afdeling Willowmore, groot 972,4293 hektaar, gehou kragtens Transportakte T31175/1976.

Die volgende inligting word verstrek, maar nie gewaarborg nie: Die eiendom bestaan uit onbeboede grond met twee windpompe wat water aan vier kampe voorsien.

Die verkoopvoorwaardes kan besigtig word by die kantoor van die Balju vir Willowmore.

Vir verdere navrae skakel (04942) 10.

Gedateer te Kaapstad hierdie 18de dag van Januarie 1995.

De Klerk & Van Gend, Eiser se Prokureurs, Volkskasgebou, Adderleystraat, Kaapstad.

Case 20836/91

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

In the matter between **NBS Bank Limited**, Plaintiff, and **Nomawethu Mary Joyce Jara**, Defendant

In pursuance of a judgment in the Court for the Magistrate of Port Elizabeth, dated 14 October 1991 and a writ of execution dated 12 November 1991, the property listed hereunder will be sold in execution on Friday, 17 February 1995 at 14:15, at the front entrance of the New Law Courts, North End, Port Elizabeth:

Certain Erf 481, kwaDwesi Extension 2, Administrative District of Port Elizabeth, measuring 454 (four hundred and fifty-four) square metres, situated at 18 Gonci Street, kwaDwesi Phase 3, Port Elizabeth.

Improvements: Although not guaranteed, it consists of single storey, brick under tile private, detached dwelling with fitted carpets, lounge, kitchen, three bedrooms, one and a half bathrooms, two w.c.'s and garage.

Material conditions of sale:

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

2. Ten per cent (10%) of the purchase price shall be paid on signature of the conditions of sale and the balance plus 20,25% (twenty comma two five per cent) interest thereon per annum shall be secured within fourteen (14) days by a bank or other suitable guarantee payable against registration of transfer.

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

Dated at Port Elizabeth this the 12th day of January 1995.

Joubert Galpin & Searle, Plaintiff's Attorneys, First Floor, NBS Building, 30 Main Street; P.O. Box 59, Port Elizabeth.

Case 2991/94

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

In the matter between **NBS Bank Limited**, Plaintiff, and **Jacques Julius**, Defendant

In pursuance of a judgment in the Court for the Magistrate of Port Elizabeth, dated 22 February 1994 and a writ of execution dated 25 March 1994, the property listed hereunder will be sold in execution on Thursday, 16 February 1995 at 11:00, at the front entrance of the Magistrate's Court, Durban Street, Uitenhage:

Certain Erf 16279, Uitenhage, in the Municipality and Division of Uitenhage, measuring 520 (five hundred and twenty) square metres, situated at 58 Mannerin Drive, Rosedale, Uitenhage.

Improvements: Although not guaranteed, it consists of single storey, brick under tile, detached, private dwelling with fitted carpets, consisting of lounge/dining-room, two bedrooms, bathroom and w.c.

Material conditions of sale:

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

2. Ten per cent (10%) of the purchase price shall be paid on signature of the conditions of sale and the balance plus 17,25% (seventeen comma two five per cent) interest thereon per annum shall be secured within fourteen (14) days by a bank or other suitable guarantee payable against registration of transfer.

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

Dated at Port Elizabeth this the 12th day of January 1995.

Joubert Galpin & Searle, Plaintiff's Attorneys, First Floor, NBS Building, 30 Main Street; P.O. Box 59, Port Elizabeth.

Case 12664/94

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

In the matter between **NBS Bank Limited**, Plaintiff, and **Billy Massar Williams**, Defendant

In pursuance of a judgment in the Court for the Magistrate of Port Elizabeth, dated 6 June 1994 and a writ of execution dated 17 June 1994, the property listed hereunder will be sold in execution on 16 February 1995 at 11:00, at the front entrance of the Magistrate's Court, Durban Street, Uitenhage:

Certain Erf 12256, Uitenhage, in the Municipality and Division of Uitenhage, measuring 400 (four hundred) square metres, situated at 62 Heron Street, Roseridge, Uitenhage.

Improvements: Although not guaranteed, it consists of single storey, block under tile, detached, private dwelling with fitted carpets, consisting of lounge, dining-room, kitchen, three bedrooms, bathroom, w.c. and fenced.

Material conditions of sale:

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

2. Ten per cent (10%) of the purchase price shall be paid on signature of the conditions of sale and the balance plus 17,25% (seventeen comma two five per cent) interest thereon per annum shall be secured within fourteen (14) days by a bank or other suitable guarantee payable against registration of transfer.

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

Dated at Port Elizabeth this the 11th day of January 1995.

Joubert Galpin & Searle, Plaintiff's Attorneys, First Floor, NBS Building, 30 Main Street; P.O. Box 59, Port Elizabeth.

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

In the matter between **NBS Bank Limited**, Plaintiff, and **Daniel Lloyd Rhode**, First Defendant, and **Valerie Rhode**,
Second Defendant

In pursuance of a judgment in the Court for the Magistrate of Port Elizabeth, dated 16 November 1994 and a writ of execution dated 21 November 1994, the property listed hereunder will be sold in execution on Friday, 17 February 1995 at 14:15, at the front entrance of the New Law Courts, North End, Port Elizabeth:

Certain Erf 14913, Bethelsdorp, in the Municipality and Division of Port Elizabeth, measuring 277 (two hundred and seventy-seven) square metres, situated at 16 Repens Close, Bethelsdorp Extension 32, Port Elizabeth.

Improvements: Although not guaranteed, it consists of single storey, brick under tile, detached private dwelling with fitted carpets, consisting of lounge, kitchen, two bedrooms, bathroom and w.c.

Material conditions of sale:

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

2. Ten per cent (10%) of the purchase price shall be paid on signature of the conditions of sale and the balance plus 18,25% (eighteen comma two five per cent) interest thereon per annum shall be secured within fourteen (14) days by a bank or other suitable guarantee payable against registration of transfer.

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

Dated at Port Elizabeth this the 12th day of January 1995.

Joubert Galpin & Searle, Plaintiff's Attorneys, First Floor, NBS Building, 30 Main Street; P.O. Box 59, Port Elizabeth.

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

In the matter between **Standard Bank of SA Limited**, Plaintiff, and **Enoch Mongezi Ngoma**, Defendant

In pursuance of a judgment in the Court for the Magistrate of Port Elizabeth dated 15 February 1994, and writ of execution dated 18 February 1994, the property listed hereunder will be sold in execution on Friday, 17 February 1995 at 14:15, at the front entrance of the New Law Courts, North End, Port Elizabeth:

Certain Erf 100 Kwadwesi Extension 2, in the Municipal and Administrative District of Port Elizabeth, measuring 558 (five hundred and fifty-eight) square metres, situated at 100 corner of Mbonyane and Siduli Streets, Kwadwesi Phase 3, Port Elizabeth.

Improvements: Although not guaranteed, it consists of single storey, brick under malthoid on board, private dwelling with lounge, entrance hall, kitchen, three bedrooms, bathroom with w.c. and shower with w.c.

Material conditions of sale:

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

2. Ten per cent (10%) of the purchase price shall be paid on signature of the conditions of sale and the balance plus 15,25% (fifteen comma two five per cent) interest thereon per annum shall be secured within fourteen (14) days by a bank or other suitable guarantee payable against registration of transfer.

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

Dated at Port Elizabeth this 12th day of January 1995.

Joubert Galpin & Searle, Plaintiff's Attorneys, First Floor, NBS Building, 30 Main Street, P.O. Box 59, Port Elizabeth. [Tel. (041) 56-2885.]

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

In the matter between **NBS Bank Limited**, Plaintiff, and **Tyron Basil Booysen**, Defendant

In pursuance of a judgment in the Court for the Magistrate of Port Elizabeth dated 5 August 1994, and writ of execution dated 18 August 1994, the property listed hereunder will be sold in execution on 17 February 1995 at 14:15, at the front entrance of the New Law Courts, North End, Port Elizabeth:

Certain Erf 6858, Bethelsdorp in the Municipality and Division of Port Elizabeth, measuring 348 (three hundred and forty-eight) square metres, situated at 8 Lamont Crescent, Bethelsdorp, Port Elizabeth.

Improvements: Although not guaranteed, it consists of single storey, brick under tile private dwelling with concrete boundary walls, fitted carpets consisting of lounge, kitchen, three bedrooms, bathroom and w.c.

Material conditions of sale:

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

2. Ten per cent (10%) of the purchase price shall be paid on signature of the conditions of sale and the balance plus 17,25% (seventeen comma two five per cent) interest thereon per annum shall be secured within fourteen (14) days by a bank or other suitable guarantee payable against registration of transfer.

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

Dated at Port Elizabeth this 12th day of January 1995.

Joubert Galpin & Searle, Plaintiff's Attorneys, First Floor, NBS Building, 30 Main Street, P.O. Box 59, Port Elizabeth. [Tel. (041) 56-2885.]

Case 10940/94**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER**

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

In pursuance of a judgment of the Magistrate's Court of Kuils River, and writ of execution dated 15 December 1994, the property listed hereunder, and commonly known as 8 Gallinule Street, Electric City, Blue Downs, will be sold in execution in front of the Magistrate's Court, Kuils River, on Tuesday, 21 February 1995 at 09:00, to the highest bidder:

Erf 4399, Blue Downs, situated in the Lower Kuils River 1 Local Area, Division of Stellenbosch, in extent 362 square metres.

The following improvements are reported to be on the property, but nothing is guaranteed: Single storey residence built of cement blocks with tiled roof, comprising two bedrooms, lounge, kitchen, bathroom and toilet.

The conditions of sale: The purchase price will be payable as to a deposit in cash of 10% (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, Kuils River, 21 Northumberland Street, Bellville. A substantial loan can be raised for an approved purchaser with prior approval.

Dated at Cape Town this 11th day of January 1995.

I. Broodryk, for Syfret Godlonton-Fuller Moor Inc., 11th Floor, NBS Waldorf, 80 St George's Mall, Cape Town. (Ref. S. Williams/N.1838.)

Case 2464/94**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF EAST LONDON HELD AT EAST LONDON**

In the matter between **ABSA Bank Limited**, Judgment Creditor, and **Tembile Tolbat Boltina**, Judgment Debtor

In pursuance of a judgment on 21 March 1994, in the East London Magistrate's Court, and under writ of execution issued thereafter the immovable property listed hereunder will be sold in execution on 17 February 1995 at 09:00, at 1 End Street, Gonubie, to the highest bidder:

Description: Erf 1631, Gonubie, being 1 End Street, Gonubie, in extent one thousand and nine (1 009) square metres.

Postal address: 1 End Street, Gonubie.

Improvements:

Held by the Defendant in his name under Deed of Transfer 2860/93.

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

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

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

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

The full conditions may be inspected at the office of the Sheriff of the Magistrate's Court, 4 Oxford Street, East London.

Dated at East London this 9th day of January 1995.

G. S. Bell, vor Cooper Conroy Bell & Richards Inc., Plaintiff's Attorneys, Second Floor, Allied Building, Buxton Street, P.O. Box 136, East London, 5201.

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

Nedcor Bank Limited versus Mzwandile Lannie Wili, Kholiwe Mavis Wili

In pursuance of a judgment dated 13 June 1994 and an attachment on 28 July 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, Friday, 17 February 1995 at 14:15:

Erf 9605, Motherwell, in the Area of the Town Council of Motherwell, Administrative District of Uitenhage, in extent 276 (two hundred and seventy-six) square metres, situated at 54 Bira Street, Motherwell NU4, Port Elizabeth.

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

A substantial bond is available to an approved purchaser.

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

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

Dated 16 January 1995.

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

Case 16812/92

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

Nedcor Bank Limited versus Elvis Jongilizwe Scout, Monila Nqandiwe Scout

In pursuance of a judgment dated 22 June 1992 and an attachment on 12 January 1995, 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, Friday, 17 February 1995 at 14:15:

Erf 1104, Motherwell NU9, Phase 2 in the Administrative District of Uitenhage, in extent 200 (two hundred) square metres, situated at 107 Ngxotwane Street, Motherwell NU 9, Port Elizabeth.

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

A substantial bond is available to an approved purchaser.

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

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

Dated 18 January 1995.

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

Case 8541/91

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

Nedcor Bank Limited versus Nkululeko Jury Sitelele and Nombulelo Florence Sitelele

In pursuance of a judgment dated 3 May 1991 and an attachment on 16 January 1995, 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, Friday, 17 February 1995 at 14:15:

Erf 1142, Motherwell, in the Administrative District of Uitenhage, in extent 383 (three hundred and eighty three) square metres, situated at 232 Ngxangxosi Street, Motherwell NU 3, 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 and kitchen.

A substantial bond is available to an approved purchaser.

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

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

Dated 19 January 1995.

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

Case 15003/93

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

Nedcor Bank Limited versus Jamani Rafani

In pursuance of a judgment dated 16 June 1993 and an attachment on 12 January 1995, 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, Friday, 17 February 1995 at 14:15:

Erf 39720, Ibhayi at Zwide, Administrative District of Port Elizabeth, in extent 299 (two hundred and ninety nine) square metres, situated at 12 Bukani Street, Zwide, Port Elizabeth.

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

A substantial bond is available to an approved purchaser.

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

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

Dated 17 February 1995.

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

Case 35513/94

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

Nedcor Bank Limited versus Nkululeko David Putulu, Liziwe Stella Putulu

In pursuance of a judgment dated 2 December 1994, and an attachment on 16 January 1995, 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, Friday, 17 February 1995 at 14:15:

Erf 11811, Ibhayi at KwaZakhele in the Administrative District of Port Elizabeth, in extent 238 (two hundred and thirty-eight) square metres, situated at 11811 Site & Service, Kwazakhele, Port Elizabeth.

While nothing is guaranteed, it is understood that on the property is a detached, bricked dwelling under an asbestos roof, consisting of two bedrooms, lounge, kitchen and toilet.

A substantial bond is available to an approved purchaser.

The conditions of sale may be inspected at the office of the Sheriff, Magistrate's Court, North, Danellyn Building, 12 Theale Street, North End, Port Elizabeth.

Terms: 10% (ten per cent) on the date of sale, the balance, including VAT if applicable, against transfer to be secured by a guarantee approved by Plaintiff's Attorneys to be furnished within 21 days of the sale. Sheriff's charges [5% on the first R20 000 and thereafter 3% (three per cent) to a maximum of R6 000 with a minimum of R200 plus VAT] are also payable on date of sale.

Dated 19 January 1995.

Pagdens, Plaintiff's Attorneys, Pagdens Court, 18 Castle Hill, Port Elizabeth.

Case 34371/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT ELIZABETH HELD AT PORT ELIZABETH

Nedcor Bank Limited versus Sicelo Livingstone Mavaleliso

In pursuance of a judgment dated 29 November 1994, and an attachment on 16 January 1995, 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, Friday, 17 February 1995 at 14:15:

Erf 12453, Motherwell, in the Area of the Town Council of Motherwell, Administrative District of Uitenhage, in extent 200 (two hundred) square metres, situated at 96 Mzwazwa Street, Motherwell, Port Elizabeth.

While nothing is guaranteed, it is understood that on the property is a detached, concrete block dwelling under an asbestos roof, consisting of two bedrooms, lounge and kitchen.

A substantial bond is available to an approved purchaser.

The conditions of sale may be inspected at the office of the Sheriff, Magistrate's Court, North, Danellyn Building, 12 Theale Street, North End, Port Elizabeth.

Terms: 10% (ten per cent) on the date of sale, the balance, including VAT if applicable, against transfer to be secured by a guarantee approved by Plaintiff's Attorneys to be furnished within 21 days of the sale. Sheriff's charges [5% on the first R20 000 and thereafter 3% (three per cent) to a maximum of R6 000 with a minimum of R200 plus VAT] are also payable on date of sale.

Dated 19 January 1995.

Pagdens, Plaintiff's Attorneys, Pagdens Court, 18 Castle Hill, Port Elizabeth.

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT ELIZABETH HELD AT PORT ELIZABETH

Nedperm Bank Limited versus Michael Zandile Mali

In pursuance of a judgment dated 12 June 1990, and an attachment on 12 January 1995, 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, Friday, 19 February 1995 at 14:15:

Erf 1838, Motherwell NU7, in the Administrative District of Uitenhage, in extent 248 (two hundred and forty-eight) square metres, situated at 183 Ncememe Street, Motherwell NU7, Port Elizabeth.

While nothing is guaranteed, it is understood that on the property is a detached, brick dwelling under an asbestos roof, consisting of two bedrooms, bathroom, lounge and kitchen.

A substantial bond is available to an approved purchaser.

The conditions of sale may be inspected at the office of the Sheriff, Magistrate's Court, North, Danellyn Building, 12 Theale Street, North End, Port Elizabeth.

Terms: 10% (ten per cent) on the date of sale, the balance, including VAT if applicable, against transfer to be secured by a guarantee approved by Plaintiff's Attorneys to be furnished within 21 days of the sale. Sheriff's charges [5% on the first R20 000 and thereafter 3% (three per cent) to a maximum of R6 000 with a minimum of R200 plus VAT] are also payable on date of sale.

Dated 17 February 1995.

Pagdens, Plaintiff's Attorneys, Pagdens Court, 18 Castle Hill, Port Elizabeth.

Case 3795/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT ELIZABETH HELD AT PORT ELIZABETH

Nedcor Bank Limited Plaintiff, versus Nokhululekile Philda Boo NO, First Defendant, and Nokhululekile Philda Boo, Second Defendant

In pursuance of a judgment dated 2 March 1993, and an attachment on 16 January 1995, 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, Friday, 17 February 1995 at 14:15:

Erf 31986, Zwide, in the Administrative District of Port Elizabeth, in extent 279 (two hundred and seventy-nine) square metres, situated at 16 Mnotoza Street, Zwide, Port Elizabeth.

While nothing is guaranteed, it is understood that on the property is a detached brick dwelling under an asbestos roof consisting of three bedrooms, lounge and kitchen.

A substantial bond is available to an approved purchaser.

The conditions of sale may be inspected at the office of the Sheriff, Magistrate's Court, North, Danellyn Building, 12 Theale Street, North End, Port Elizabeth.

Terms: 10% (ten per cent) on the date of sale, the balance, including VAT if applicable, against transfer to be secured by a guarantee approved by Plaintiff's Attorneys to be furnished within 21 days of the sale. Sheriff's charges [5% on the first R20 000 and thereafter 3% (three per cent) to a maximum of R6 000 with a minimum of R200 plus VAT] are also payable on date of sale.

Dated 19 January 1995.

Pagdens, Plaintiff's Attorneys, Pagdens Court, 18 Castle Hill, Port Elizabeth.

Case 26352/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT ELIZABETH HELD AT PORT ELIZABETH

Nedcor Bank Limited versus Sidile Today Mack and Joyce Bukelwa Mack

In pursuance of a judgment dated 24 May 1994, and an attachment on 11 July 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 Friday, 17 February 1995 at 14:15:

Erf 178, Motherwell NU4, in the Administrative District of Uitenhage, in extent 252 (two hundred and fifty-two) square metres, situated at 55 Bika Street, Motherwell NU 4, Port Elizabeth.

While nothing is guaranteed, it is understood that on the property is a detached, brick dwelling under an asbestos roof, consisting of two bedrooms, bathroom, lounge, dining-room and kitchen.

A substantial bond is available to an approved purchaser.

The conditions of sale may be inspected at the office of the Sheriff, Magistrate's Court North, Danellyn Building, 12 Theale Street, North End, Port Elizabeth.

Terms: 10% (ten per cent) on the date of sale, the balance, including Value-Added Tax if applicable, against transfer to be secured by a guarantee approved by Plaintiff's Attorneys to be furnished within 21 days of sale. Sheriff's charges [5% (five per cent) on the first R20 000 and thereafter 3% (three per cent) to a maximum of R6 000 with a minimum of R200 plus Value-Added Tax] are also payable on date of sale.

Dated on this 18th day of January 1995.

Pagdens, Plaintiff's Attorneys, Pagdens Court, 18 Castle Hill, Port Elizabeth.

Case 34874/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT ELIZABETH HELD AT PORT ELIZABETH

Nedcor Bank Limited versus Pindile Reuben Ngoumbo and Buyelwa Patricia Ngoumbo

In pursuance of a judgment dated 29 November 1994 and an attachment on 16 January 1995, 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 Friday, 17 February 1995 at 14:15:

Erf 30593, Ibhayi at Zwide, in the Administrative District of Port Elizabeth, in extent 282 (two hundred and eighty-two) square metres, situated at 4 Mtshakaza Street, Zwide, Port Elizabeth.

While nothing is guaranteed, it is understood that on the property is a semi-detached, brick dwelling under an asbestos roof, consisting of two bedrooms, lounge and kitchen.

A substantial bond is available to an approved purchaser.

The conditions of sale may be inspected at the office of the Sheriff, Magistrate's Court North, Danellyn Building, 12 Theale Street, North End, Port Elizabeth.

Terms: 10% (ten per cent) on the date of sale, the balance, including Value-Added Tax if applicable, against transfer to be secured by a guarantee approved by Plaintiff's attorneys to be furnished within 21 days of sale. Sheriff's charges [5% (five per cent) on the first R20 000 and thereafter 3% (three per cent) to a maximum of R6 000 with a minimum of R200 plus Value-Added Tax] are also payable on date of sale.

Dated on this 19th day of January 1995.

Pagdens, Plaintiff's Attorneys, Pagdens Court, 18 Castle Hill, Port Elizabeth.

Case 1839/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF CAPE TOWN HELD AT CAPE TOWN

In the matter between **ABSA Bank Limited**, trading as United Bank *versus* **Michael Nicholas du Toit** and **Carol Ann Mace**

The following property will be sold in execution by public auction held at 138 Raats Drive, Table View, to the highest bidder on 23 February 1995 at 14:00:

Erf 14168, Milnerton, in the Municipality of Milnerton, Cape Division, in extent 639 (six hundred and thirty-nine) square metres, held by Deed of Transfer T26295/92, situated at 138 Raats Drive, Table View.

Conditions of sale:

1. The full and complete conditions of sale will be read immediately before the sale and will lie for inspection at the offices of the Sheriff and at the offices of the auctioneer.

2. The following information is furnished but not guaranteed: A dwelling consisting of lounge/dining-room, kitchen, three bedrooms, bathroom/toilet, shower/toilet and single garage detached.

3. **Payment:** Ten per centum (10%) of the purchase price on the day of the sale and the balance together with interest at the current rate of 15,25% (fifteen comma two five per cent) per annum calculated on the Judgment Creditor's claim from the date of sale to date of transfer against registration of transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

Dated at Cape Town on this 10th day of January 1995.

Buchanan Boyes, Attorneys for Judgment Creditor, 13 Hout Street, Cape Town.

Case 35834/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT ELIZABETH HELD AT TODD CHAMBERS, TODD STREET, PORT ELIZABETH

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Raymond Bobby Foster**, First Defendant, and **Geraldine Theresa Foster**, Second Defendant

In pursuance of a judgment in the Court of the Magistrate of the District of Port Elizabeth, dated 16 March 1994, the property listed hereunder will be sold in execution on Friday, 17 February 1995 at 14:15, at the front entrance to the New Law Courts, Main Street, North End, Port Elizabeth:

Erf 14948, Bethelsdorp, in the Municipality and Division of Port Elizabeth, measuring 275 (two hundred and seventy-five) square metres, situated at 7 Butterlily Avenue, Bethelsdorp Extension 32, Port Elizabeth.

Conditions of sale:

The purchase price shall be payable as a deposit in cash of 10% (ten per cent) and the balance against transfer. The full conditions of sale will be read immediately prior to the sale and may be inspected at the office of the Sheriff: Magistrate's Court, Port Elizabeth. A substantial bank loan can be arranged for an approved purchaser.

Dated at Port Elizabeth on this the 10th day of January 1995.

Brown Braude & Vlok, Plaintiff's Attorneys, Hancocks House, 317 Cape Road, Newton Park, Port Elizabeth. (Ref. D. C. Baldie/enn.)

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF COLESBURG HELD AT COLESBURG

In the matter between **Eskom Finance Company (Pty) Ltd**, Judgment Creditor, and **Mpayivane Thomas Tyindyi**, Judgment Debtor

In pursuance of a judgment granted on 17 November 1994, in the Colesburg Magistrate's Court, the following property will be sold to the highest bidder on 24 February 1995 at 10:00, at Colesburg Court-house:

Description: Site 547, Kuyasa situated in the town of Kuyasa in the Administrative District of Colesburg, in extent two hundred and fifty-seven (257) square metres.

Postal address: Row Site 547, Kuyasa, Colesburg.

Improvements: Dwelling: Full particulars of which are unknown, held by Deed of Transfer T442/88.

1. The full and complete conditions of sale will be read immediately before the sale and will lie for inspection at the offices of the Sheriff and at the offices of the Auctioneer.

2. *Payment:* Ten per centum (10%) of the purchase price on the day of the sale and the balance together with interest calculated on Plaintiff's claim at the rate of 15,25% (fifteen comma two five per centum) from the date of sale to date of registration of transfer against transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

Dated at Parow this 9th day of January 1995.

H. C. van Niekerk, for Van Niekerk Groenewoud & Van Zyl, Plaintiff's Attorneys, 101 Parow Chambers, 121 Voortrekker Road, Parow, 7500; P.O. Box 713, Parow, 7500. [Tel. (021) 92-6017.]

Case 22997/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF TODD CHAMBERS, TODD STREET, PORT ELIZABETH

In the matter between **ABSA Bank Limited**, Plaintiff, and **Peter Anthony Baatjies**, First Defendant, and **Veronica Paulina Baatjies**, Second Defendant

In pursuance of a judgment of the Magistrate's Court, dated 5 August 1993, and the warrant of execution dated August 1993, the following property will be sold, voetstoots, in execution, without reserve, to the highest bidder on 24 February 1995 at 14:15, at the front entrance of the New Law Courts, North End, Port Elizabeth:

Erf 9399, Bethelsdorp, in the Municipality and Administrative District of Port Elizabeth, measuring 300 square metres, held by the Defendant under Deed of Transfer T64993/92, situated at 62 Harlequin Street, Bethelsdorp, Extension 34, Port Elizabeth.

The following improvements on the property are reported, though in this respect nothing is guaranteed: Lounge, kitchen, two bedrooms, bath/w.c., grano floors, brick walls, plaster ceilings and asbestos roof.

Zoning: In terms of the Port Elizabeth Municipal zoning scheme, the property is zoned for Residential purposes.

A substantial bond can be arranged for an approved purchaser.

The full conditions of sale will be read immediately prior to the sale and may be inspected prior to the date of sale at the office of the Sheriff of the Magistrate's Court, Port Elizabeth West.

Material conditions of sale: The purchase price will be payable by means of a deposit of 10% (ten per centum) and the balance against transfer. Sheriff's charges of 5% (five per centum) on the first R20 000 and 3% (three per centum) on the balance of the purchase price are also payable on date of sale.

Dated at Port Elizabeth this 9th day of January 1995.

McWilliams, Elliott & Arderne, Plaintiff's Attorneys, Quinbrow Chambers, 15 Western Road, Port Elizabeth. (Ref. E. J. Murray/rr.)

Case 19498/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

ABSA Bank Limited, trading as United Bank, *versus* **Allan David Chitter** and **Joyce Chitter**

The following property will be sold in execution in front of the Court-house for the District of Mitchells Plain, on Tuesday, 28 February 1995 at 10:00, to the highest bidder:

Erf 40948, Mitchells Plain, in extent 242 square metres, held by T6295/1994, situated at 30 Estelle Crescent, Morgenster, Mitchells Plain, Western Cape.

1. The following improvements are reported but not guaranteed: *Dwelling:* Lounge, kitchen, two bedrooms and bathroom/toilet.

2. *Payment:* Ten per centum (10%) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 16,25% (sixteen comma two five per centum) per annum calculated on the Judgment Creditor's claim from the date of sale to date of transfer] against registration of transfer, which amounts are to be secured by approved bank guarantee to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions:* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeeck Street, Cape Town. (Ref. RU114104/gl.)

Case 5744/90

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

ABSA Bank Limited, trading as United Bank, *versus* **Mervyn Geduld** and **Sheila Christina Geduld**

The following property will be sold in execution in front of the Court-house for the District of Kuils River, on Monday, 27 February 1995 at 09:00, to the highest bidder:

Erf 3000, Eerste River, in extent 365 square metres, held by T52463/1988, situated at 1 August Street, Beverly Park, Eerste River, Western Cape.

1. The following improvements are reported but not guaranteed: *Dwelling*: Lounge, kitchen, three bedrooms and bathroom/toilet.

2. *Payment*: Ten per centum (10%) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 16,25% (sixteen comma two five per centum) per annum calculated on the Judgment Creditor's claim from the date of sale to date of transfer] against registration of transfer, which amounts are to be secured by approved bank guarantee to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions*: The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeeck Street, Cape Town. (Ref. DOU1638/110850/gl.)

Case 13300/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

ABSA Bank Limited, trading as Allied Bank, *versus* **Nicolaas Samuel Witbooi** and **Anna Witbooi**

The following property will be sold in execution in front of the Court-house for the District of Mitchells Plain, on Monday, 27 February 1995 at 10:00, to the highest bidder:

Erf 10529, Mitchells Plain, in extent 160 square metres, held by T38266/1988, situated at 73 Lavender Road, Lenteguur, Mitchells Plain, Western Cape.

1. The following improvements are reported but not guaranteed: *Dwelling*: Lounge, kitchen, two bedrooms and bathroom/toilet.

2. *Payment*: Ten per centum (10%) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 16,25% (sixteen comma two five per centum) per annum calculated on the Judgment Creditor's claim from the date of sale to date of transfer] against registration of transfer, which amounts are to be secured by approved bank guarantee to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions*: The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeeck Street, Cape Town. (Ref. D3A0383/103900/gl.)

Case 4406/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

ABSA Bank Limited, trading as United Bank, *versus* **Johan Absolom** and **Magdalena Susanna Absolom**

The following property will be sold in execution in front of the Court-house for the District of Kuils River, on Monday, 27 February 1995 at 09:00, to the highest bidder:

Erf 9403, Brackenfell, in extent 384 square metres, held by T32372/1990, situated at 22 Weldra Crescent, Northpine, Brackenfell, Western Cape.

1. The following improvements are reported but not guaranteed: *Dwelling*: Lounge/dining-room, kitchen, three bedrooms, 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 16,25% (sixteen comma two five per centum) per annum calculated on the Judgment Creditor's claim from the date of sale to date of transfer] against registration of transfer, which amounts are to be secured by approved bank guarantee to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions*: The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeeck Street, Cape Town. (Ref. D4T0189/111845/gl.)

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF WYNBERG HELD AT WYNBERG

In the matter between **ABSA Bank Limited** (Allied Bank Division), Execution Creditor, and **Christopher Emanuel Edward Harris**, Execution Debtor

In terms of a judgment granted by the Magistrate's Court for the District of Wynberg, dated 7 September 1992, 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 27 February 1995 at 12:00:

Erf 75340, Cape Town at Southfield, in the Municipality of Cape Town, Cape Division, in extent 496 (four hundred and ninety-six) square metres.

Street address: 39 Eighth Avenue, Fairways, Wynberg.

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: Brick dwelling under tiled roof consisting of three bedrooms, bathroom, kitchen, lounge, dining-room and garage.

3. The full and complete conditions of sale will be announced by the Sheriff of the Magistrate's Court, or auctioneer immediately before the sale and will lie for inspection at the offices of the Sheriff of the Magistrate's Court, 7 Electric Street, Wynberg.

4. Payment shall be effected as follows: Ten per cent (10%) of the purchase price on the day of the sale and the balance together with interest thereon at the rate of 18% (eighteen 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 Bellville on 27 December 1994.

Buchanan Boyes, Attorneys for Execution Creditor, Second Floor, Standard Bank Building, Kruskal Avenue, Bellville.

Case 33801/91

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF WYNBERG HELD AT WYNBERG

ABSA Bank Limited, trading as United Bank, *versus* **Roy Godfrey Hendricks** and **Rosemary Loretta Hendricks**

The following property will be sold in execution in front of the Court-house for the District of Mitchell's Plain, on Tuesday, 28 February 1995 at 10:00, to the highest bidder:

Erf 26808, Mitchells Plain, in extent 270 square metres, held by T60126/1990, situated at 13 Ribbok Street, Eastridge, Mitchells Plain, Western Cape.

1. The following improvements are reported but not guaranteed: *Dwelling*: Lounge/kitchen, three bedrooms, bathroom/toilet and dressing room.

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 16,25% (sixteen comma two five per centum) per annum calculated on the Judgment Creditor's claim from the date of sale to date of transfer] against registration of transfer, which amounts are to be secured by approved bank guarantee to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions*: The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeeck Street, Cape Town. (Ref. D1U0819/117821/gl.)

Case 14940/89

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF WYNBERG HELD AT WYNBERG

ABSA Bank Limited, trading as United Bank, *versus* **Rainier Kenneth Chinoda** and **Hendrieka Chinoda**

The following property will be sold in execution in front of the Court-house for the District of Mitchells Plain, on Tuesday, 28 February 1995 at 10:00, to the highest bidder:

Erf 40688, Mitchells Plain, in extent 344 square metres, held by T924/1988, situated at 15 Marietjie Crescent, Morgenster, Mitchells Plain, Western Cape.

1. The following improvements are reported but not guaranteed: *Dwelling*: Lounge/kitchen, three bedrooms, 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 16,25% (sixteen comma two five per centum) per annum calculated on the Judgment Creditor's claim from the date of sale to date of transfer] against registration of transfer, which amounts are to be secured by approved bank guarantee to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions*: The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeeck Street, Cape Town. (Ref. D9U0515/104518/gl.)

Case 27310/91

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF BELLVILLE HELD AT BELLVILLE

ABSA Bank Limited, trading as United Bank, *versus* **Mauritius Naude and Martha Elizabeth Naude**

The following property will be sold in execution at the site of the property, 10 Komatie Crescent, Kraaifontein, Western Cape, on Monday, 27 February 1995 at 10:30, to the highest bidder:

Erf 7527, Kraaifontein, in extent 600 square metres, held by T7090/1989, situated at 10 Komatie Crescent, Kraaifontein, Western Cape.

1. The following improvements are reported but not guaranteed: *Dwelling*: Lounge, dining-room, kitchen, three bedrooms, bathroom/toilet, attached single garage and swimming-pool.

2. *Payment*: Ten per centum (10%) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 16,25% (sixteen comma two five per centum) per annum calculated on the Judgment Creditor's claim from the date of sale to date of transfer] against registration of transfer, which amounts are to be secured by approved bank guarantee to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions*: The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeek Street, Cape Town. (Ref. D1U1287/100482/gl.)

Case 10370/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

ABSA Bank Limited, trading as United Bank, *versus* **Ivan Jacobus Lombard and Vanessa Lombard**

The following property will be sold in execution in front of the Court-house for the District of Kuils River, on Monday, 27 February 1995 at 09:00, to the highest bidder:

Erf 9111, Kuils River, in extent 461 square metres, held by T36957/1990, situated at 2 Onyx Street, Highbury, Kuils River, Western Cape.

1. The following improvements are reported but not guaranteed: *Dwelling*: Lounge, kitchen, two bedrooms and bathroom/shower/ toilet.

2. *Payment*: Ten per centum (10%) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 16,25% (sixteen comma two five per centum) per annum calculated on the Judgment Creditor's claim from the date of sale to date of transfer] against registration of transfer, which amounts are to be secured by approved bank guarantee to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions*: The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeek Street, Cape Town. (Ref. 4U120043/gl.)

Case 22823/91

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF THE CAPE HELD AT THE CAPE

ABSA Bank Limited, trading as United Bank, *versus* **Peggy Anne Hill (now Playdon)**

The following property will be sold in execution at the site of the property, 25 Chardonnay Street, Table View, Western Cape, on Thursday, 2 March 1995 at 09:30, to the highest bidder:

Erf 13386, portion of Erf 13286, Milnerton, in extent 610 square metres, held by T3744/1988, situated at 25 Chardonnay Street, Table View, Western Cape.

1. The following improvements are reported but not guaranteed: *Dwelling*: Entrance, lounge, dinette, kitchen, three bedrooms, bathroom/toilet, shower/toilet, detached single garage and swimming-pool.

2. *Payment*: Ten per centum (10%) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 16,25% (sixteen comma two five per centum) per annum calculated on the Judgment Creditor's claim from the date of sale to date of transfer] against registration of transfer, which amounts are to be secured by approved bank guarantee to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions*: The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeek Street, Cape Town. (Ref. D1U1108/102192/gl.)

Case 5707/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

ABSA Bank Limited, trading as United Bank, *versus* **Mogammat Igshaan Fredericks**

The following property will be sold in execution in front of the Court-house for the District of Kuils River, on Monday, 27 February 1995 at 09:00, to the highest bidder:

Erf 2324, Blue Downs, in extent 317 square metres, held by T80311/93, situated at 8 O'Bell Close, Blue Downs, Western Cape.

1. The following improvements are reported but not guaranteed:

Dwelling: Lounge, kitchen, bedroom and bathroom/toilet.

2. *Payment:* 10% (ten per centum) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 16,25% (sixteen comma two five per centum) per annum calculated on the Judgment Creditor's claim from the date of sale to the date of transfer] against registration of transfer, which amounts are to be secured by approved bank guarantee to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions:* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeek Street, Cape Town. (Ref. D4U0233/106803/gl.)

Case 7676/90

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF WYNBERG HELD AT WYNBERG

ABSA Bank Limited, trading as United Bank, *versus* **Joseph Zalisile Mnyembana**

The following property will be sold in execution in front of the Court-house for the District of Mitchells Plain, on Thursday, 2 March 1995 at 10:00, to the highest bidder:

Erf 4033, Khayelitsha, in extent 198 square metres, held by TL24951/88, situated at H22 Nokwazi Square, Khayelitsha, Western Cape.

1. The following improvements are reported but not guaranteed:

Dwelling: Lounge, kitchen, three bedrooms and bathroom/toilet.

2. *Payment:* 10% (ten per centum) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 16,25% (sixteen comma two five per centum) per annum calculated on the Judgment Creditor's claim from the date of sale to the date of transfer] against registration of transfer, which amounts are to be secured by approved bank guarantee to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions:* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeek Street, Cape Town. (Ref. D0U0392/103039/gl.)

Case 2804/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MALMESBURY HELD AT MALMESBURY

In the matter between **ABSA Bank Limited**, trading as Allied Bank, *versus* **Anna Magrieta September**

The following property will be sold in execution by public auction held at 47 Rosetta Street, Atlantis, Malmesbury, to the highest bidder on 22 February 1995 at 10:00:

Erf 10221, Wesfleur in the Atlantis Residential Local Area, Division Cape, in extent 189 (one hundred and eighty-nine) square metres, held by Deed of Transfer T95697/93, situated at 47 Rosetta Street, Atlantis, Malmesbury.

Conditions of sale:

1. The full and complete conditions of sale will be read immediately before the sale and will lie for inspection at the offices of the Sheriff and at the offices of the auctioneer.

2. The following information is furnished but not guaranteed: A dwelling consisting of lounge, kitchen, two bedrooms and bathroom/toilet.

3. *Payment:* 10% (ten per centum) of the purchase price on the day of the sale and the balance together with interest at the current rate of 15,25% (fifteen comma two five per centum) per annum calculated on the Judgment Creditor's claim from the date of sale to date of transfer against registration of transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

Dated at Cape Town on this 4th day of January 1995.

Buchanan Boyes, Attorneys for Judgment Creditor, 13 Hout Street, Cape Town.

Case 136/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF VICTORIA WEST HELD AT VICTORIA WEST

In the matter between **ABSA Bank Limited**, trading as United Bank, *versus* **Bartholemeus van Rensburg** and **Anna Floressa Jacoba van Rensburg**

The following property will be sold in execution by public auction held at 11 De Wet Avenue, Victoria West, to the highest bidder, on 24 February 1995 at 10:00:

Erf 668, Victoria West in the Municipality of Victoria West, in extent 2 553 (two thousand five hundred and fifty-three) square metres, Erf 748, Victoria West in the Municipality of Victoria West, in extent 940 (nine hundred and forty) square metres, held by Deed of Transfer T14614/91, situated at 11 De Wet Avenue, Victoria West.

Conditions of sale:

1. The full and complete conditions of sale will be read immediately before the sale and will lie for inspection at the offices of the Sheriff and at the offices of the auctioneer.

2. The following information is furnished but not guaranteed: Lounge, dining-room, study, five bedrooms, kitchen, bathroom/shower, bathroom, two separate toilets, s/garage, s/room and toilet and store-room.

3. *Payment:* 10% (ten per centum) of the purchase price on the day of the sale and the balance together with interest at the current rate of 15,25% (fifteen comma two five per centum) per annum calculated on the Judgment Creditor's claim from the date of sale to date of transfer against registration of transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

Dated at Cape Town on this 4th day of January 1995.

Buchanan Boyes, Attorneys for Judgment Creditor, 13 Hout Street, Cape Town.

Case 746/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF SIMON'S TOWN HELD AT SIMON'S TOWN

In the matter between **The Standard Bank of South Africa Limited**, Execution Creditor, and **Alan Laws**, Execution Debtor

In terms of a judgment granted by the Magistrate's Court for the District of Simon's Town dated 18 July 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 22 February 1995 at 14:00:

Erf 15049, Fish Hoek in the Municipality of Fish Hoek, Cape Division, in extent 657 (six hundred and fifty-seven) square metres.

Street address: 8 Jay Road, Sunnydale, Fish Hoek.

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: Dwelling with entrance hall, lounge, dining-room, kitchen, three bedrooms, bathroom/w.c. and garage.

3. The full and complete conditions of sale will be announced by the Sheriff of the Magistrate's Court or auctioneer immediately before the sale and will lie for inspection at the offices of the Sheriff of the Magistrate's Court, 131 St George's Street, Simon's Town.

4. Payment shall be effected as follows: 10% (ten per centum) of the purchase price on the day of the sale and the balance together with interest thereon at the prevailing rate of interest from the date of sale to date of registration of transfer against transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

Dated at Bellville on 22nd day of December 1994.

Buchanan Boyes, Attorneys for Execution Creditor, Second Floor, Standard Bank Building, Kruskal Avenue, Bellville.

Case 58086/91

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF WYNBERG HELD AT WYNBERG

ABSA Bank Limited, trading as United Bank, *versus* **Mlamli Moses Nhose** and **Noxolo Bernadette Nhose**

The following property will be sold in execution in front of the Court-house for the District of Mitchells Plain, on Thursday, 2 March 1995 at 10:00, to the highest bidder:

Erf 4054, Khayelitsha, in extent 432 square metres, held by TL13325/88, situated at 1 Nokwazi Square, Khayelitsha, Western Cape.

1. The following improvements are reported but not guaranteed:

Dwelling: Lounge, dining-room, kitchen, three bedrooms and bathroom/toilet.

2. *Payment:* 10% (ten per centum) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 16,25% (sixteen comma two five per centum) per annum calculated on the Judgment Creditor's claim from the date of sale to the date of transfer] against registration of transfer, which amounts are to be secured by approved bank guarantee to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions:* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeek Street, Cape Town. (Ref. D1U1444/100528/gl.)

Case 554/91

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF WYNBERG HELD AT WYNBERG

Nedcor Bank Limited versus Erf 1051 Ottery CC

The property: 1051 Ottery, situated in the Local Area of Ottery East, Cape Division, in extent 2 082 square metres, situated at 30 De Wet Road, Ottery.

Improvements (not guaranteed): Single dwelling, brick walls, tiled roof, lounge, kitchen, three bedrooms, bathroom, toilet, double garage and store-room.

Date of sale: 21 February 1995 at 12:00.

Place of sale: 30 De Wet Road, Ottery.

Material conditions: The sale will be by public auction to the highest bidder, subject to a 10% (ten per centum) 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 and Steer & Co., 33 Loop Street, Cape Town.

Pincus Matz Marquard Hugo-Hamman, Attorneys for Judgment Creditor, 135 Main Road, Claremont.

Case 55260/91

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF WYNBERG HELD AT WYNBERG

Nedcor Bank Limited versus Mervyn Godfrey Daniels

The property: 12532 Cape Town at Retreat, in the Municipality of Cape Town, Cape Division, in extent 278 square metres, situated at 41 Herslet Road, Cafda Village, Retreat.

Improvements (not guaranteed): Brick dwelling, asbestos roof, lounge, kitchen, two bedrooms and bathroom.

Date of sale: 21 February 1995 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 centum) 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 1238/92

IN THE SUPREME COURT OF SOUTH AFRICA

(Eastern Cape Division)

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Funeka Cynthia Bangisa**, Defendant

In execution of a judgment granted in the above Court on 8 October 1992, the following property will be sold by public auction at the Magistrate's Court, Grahamstown, on Wednesday, 22 February 1995 at 10:00:

Erf 1063, Rini at Makanaskop, in the Administrative District of Albany, measuring 225 square metres, held under Deed of Transfer TL458/91.

The property is situated at 98 Makanaskop Extension 5, Grahamstown, and is a dwelling-house, brick under concrete tile, consisting of three bedrooms, lounge, kitchen, two bathrooms and carport.

Conditions of sale:

1. The property will be sold voetstoots to the highest bidder by public auction subject to any servitudes and conditions attaching to the property contained in the relevant title.

2. All Municipal and Divisional Council rates shall be paid in full prior to transfer.
 3. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price in cash on the day of the sale, the balance against transfer to be secured by a bank or building society guarantee to be furnished to the Sheriff within 14 days after the date of the sale.
 4. The purchaser shall pay the auctioneer's charges on the day of the sale.
 5. The full conditions of sale may be inspected at the offices of the Sheriff and at the offices of the attorneys for the Plaintiff.
- Wheeldon Rushmere & Cole, Attorneys for Plaintiff, 119 High Street, Grahamstown. (Ref. Mr Laing.)

Saak 7397/90

IN DIE LANDDROSHOF VIR DIE DISTRIK WORCESTER GEHOU TE WORCESTER

In die saak tussen **Nolan Henson Bouers BK**, Eiser, en **Billy Boy Xabela**, Verweerder

Ingevolge uitspraak van bogenoemde Agbare Hof en die lasbrief vir eksekusie gedateer 1 September 1994, sal die hieronder vermelde eiendom verkoop word op 2 Maart 1995 om 11:00, voor die hoofingang van die Landdroskantoor, Worcester, aan die persoon wie die hoogste aanbod maak, naamlik:

Erf 13597, Worcester, afdeling Worcester, groot 492 vierkante meter, gehou kragtens Sertifikaat van Geregistreerde Reg van Huurpag TL23216/1989, bekend as Nyibibalaan 948, Zweletemba, Worcester, 6850.

Die volgende verbeterings is op die eiendom geleë maar in hierdie verband word niks gewaarborg nie, naamlik: Losstaande enkelverdiepingwoonhuis, drie slaapkamers, kombuis, badkamer, stort en toilet, sitkamer en familiekamer.

Die verkoopvoorwaardes wat onmiddellik voor die verkoping gelees sal word, lê ter insae in die kantoor van die Balju, Worcester, en by die ondergetekendes.

Die belangrikste voorwaarde daarin vervat is die volgende: Dat die eiendom vir kontant aan die hoogste bieder verkoop sal word.

Geteken te Worcester op hierdie 9de dag van Januarie 1995.

Muller Terblanche & Beyers, Kerkstraat 66, Posbus 18, Worcester, 6849. (Verw. VX0005.)

Case 11815/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF BELLVILLE HELD AT BELLVILLE

In the matter between **First National Bank of Southern Africa Limited**, Plaintiff, and **Lloyd Peter Newton Jacobs**, First Defendant, and **Elizabeth Coraline Jacobs**, Second Defendant

In the above matter a sale will be held on Monday, 20 February 1995 at 10:00, at the site of 54 Shepherd Way, Westridge, Mitchells Plain, being:

Erf 6931, Mitchells Plain, in the Municipality of Cape Town, Cape Division, measuring 143 square metres.

Conditions of sale:

1. The sale is subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, the property being sold voetstoots and as it stands and subject to the conditions of the existing title deed.

2. One tenth of the purchase price shall be paid immediately after the property is declared to be sold and the balance of the purchase price together with interest thereon at the rate of 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 dwelling comprising three bedrooms, lounge, kitchen and bathroom/toilet.

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 Mitchells Plain South, 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 9038/94

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, *versus* **Lodewyk Smit**

The following property will be sold in execution by public auction held at 8 Kunene Street, Kraaifontein, to the highest bidder on 23 February 1995 at 09:00:

Erf 7573, Kraaifontein in the Municipality of Kraaifontein, Division of Paarl, in extent 600 (six hundred) square metres, held by Deed of Transfer T96611/93, situated at 8 Kunene Street, Kraaifontein.

Conditions of sale:

1. The full and complete conditions of sale will be read immediately before the sale and will lie for inspection at the offices of the Sheriff and at the offices of the auctioneer.

2. The following information is furnished but not guaranteed: A dwelling consisting of lounge, dining-room, kitchen, three bedrooms, bathroom/toilet, shower/toilet, outbuilding and detached garage.

3. *Payment:* Ten per centum (10%) of the purchase price on the day of the sale and the balance together with interest at the current rate of 15,25% (fifteen comma two five per centum) per annum, calculated on the Judgment Creditor's claim from the date of sale to date of transfer against registration of transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

Dated at Cape Town on this 19th day of January 1995.

Buchanan Boyes, Attorneys for Judgment Creditor, 13 Hout Street, Cape Town.

Case 5647/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

In the matter between **ABSA Bank Limited**, trading as Allied Bank *versus* **Dennis Nel**, and **Dorina Nel**

The following property will be sold in execution by public auction held at Kuils River Magistrate's Court, to the highest bidder on 22 February 1995 at 09:00:

Erf 2253, Eerste River in the Local Area of Blue Downs, Division of Stellenbosch, in extent 371 (three hundred and seventy-one) square metres, held by Deed of Transfer T83384/93, situated at 7 Arniston Crescent, Blue Downs.

Conditions of sale:

1. The full and complete conditions of sale will be read immediately before the sale and will lie for inspection at the offices of the Sheriff and at the offices of the auctioneer.

2. The following information is furnished but not guaranteed: A dwelling consisting of lounge, dining-room, kitchen, two bedrooms and bathroom/toilet.

3. *Payment:* Ten per centum (10%) of the purchase price on the day of the sale and the balance together with interest at the current rate of 15,25% (fifteen comma two five per centum) per annum calculated on the Judgment Creditor's claim from the date of sale to date of transfer against registration of transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

Dated at Cape Town on this 20th day of January 1995.

Buchanan Boyes, Attorneys for Judgment Creditor, 13 Hout Street, Cape Town.

Case 6206/94

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, *versus* **Adam Adams**, and **Safeyah Adams**

The following property will be sold in execution by public auction held at Kuils River Magistrate's Court, to the highest bidder on 22 February 1995 at 09:00:

Erf 1255, Blue Downs, in the Local Area of Blue Downs, Division of Stellenbosch, in extent 411 (four hundred and eleven) square metres, held by Deed of Transfer T36108/88, situated at 19 Van Gogh Street, Malibu Village, Blue Downs.

Conditions of sale:

1. The full and complete conditions of sale will be read immediately before the sale and will lie for inspection at the offices of the Sheriff and at the offices of the auctioneer.

2. The following information is furnished but not guaranteed: A dwelling consisting of lounge, dining-room, kitchen, three bedrooms and bathroom/toilet.

3. *Payment:* Ten per centum (10%) of the purchase price on the day of the sale and the balance together with interest at the current rate of 15,25% (fifteen comma two five per centum) per annum calculated on the Judgment Creditor's claim from the date of sale to date of transfer against registration of transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

Dated at Cape Town on this 20th day of January 1995.

Buchanan Boyes, Attorneys for Judgment Creditor, 13 Hout Street, Cape Town.

Case 22508/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF CAPE TOWN HELD AT CAPE TOWN

In the matter between **ABSA Bank Limited**, Plaintiff, and **Andries Stephanus Botes**, First Defendant, and **Mrs Agnes Cecilia Botes**, Second Defendant

In pursuance of a judgment in the Court of the Magistrate of Cape Town, the following will be sold in execution on 21 February 1995 at 10:00, in front of the Magistrate's Court for the District of Cape Town to the highest bidder:

Erf 110265, Cape Town at Maitland, 298 (two hundred and ninety-eight) square metres, held by Deed of Transfer T22935/1984, situated at 11 Ross Street, Maitland. Three bedrooms, bathroom/toilet, lounge and kitchen.

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 deed in so far as these are applicable.

2. A deposit of ten per centum (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 16% (sixteen per centum) per annum calculated on the Capital Judgment Creditor's claim from date of sale to date of transfer] against registration of transfer, which amounts are to be secured by approved guarantee of a deposit taking institution to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. The full conditions of sale which will be read out by the auctioneer or the Sheriff of the Court, immediately prior to the sale, may be inspected at the offices of the Sheriff of the Magistrate's Court, Cape Town.

C. & A. Friedlander Inc., Third Floor, Reader's Digest House, Strand Street, Cape Town, 8001. (Ref. B. Kosmas/CLS/Z23735.)

Case 576/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF SIMON'S TOWN HELD AT SIMON'S TOWN

In the matter between **Municipality of Cape Town**, Plaintiff, and **Cyril Frederick Welby-Solomon**, Defendant

The following will be sold in execution on 22 February 1995 at 11:00, in front of the Magistrate's Court for the District of Simon's Town, to the highest bidder:

Erf 124758 (portion Erf 129598), Retreat, 270 (two hundred and seventy) square metres, held by Deed of Transfer T24600/1988, situated at 16 Yellowstone Crescent, Coniston Park.

1. The following improvements are reported but not guaranteed: Dwelling: Two bedrooms, bathroom, lounge, kitchen, under a tiled roof.

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 centum) per annum calculated on the Judgment Creditor's claim from the date of sale to date of transfer] against registration of transfer, which amounts are to be secured by approved bank-guarantee to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions:* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the offices of the Sheriff.

C. & A. Friedlander Inc., Third Floor, Reader's Digest House, Strand Street, Cape Town, 8001.

Saak 5053/94

IN DIE LANDDROSHOF VIR DIE DISTRIK BELLVILLE GEHOU TE BELLVILLE

In die saak tussen **NBS Bank Beperk**, *versus* **V. Oosthuizen**

Eiendom geleë te Kenridgelaan 141, Durbanville.

Ingevolge 'n vonnis van die Landdroshof te Bellville, gedateer 7 April 1994 en 'n lasbrief tot beslaglegging van onroerende eiendom word die eiendom hieronder beskryf, by die perseel te Kenridgelaan 141, Durbanville, per publieke veiling te koop aangebied op 2 Maart 1995 om 09:15:

Erf 44, Kenridge, ook bekend as Kenridgelaan 141, Durbanville, afdeling Kaap, groot 1 274 vierkante meter, gehou kragtens Transportakte T19716/80.

Voorwaardes:

1. Die eiendom sal deur die Afslaer en/of Balju Landdroshof van Bellville, verkoop word aan die hoogste bieder, onderhewig aan die hiernavermelde voorwaardes.

2. Indien die afslaer 'n fout by die verkoping maak, is so 'n fout nie op enige van die partye bindend nie, maar kan dit reggestel word. By die weiering van 'n bod, kan die eiendom onmiddellik vir verkoping aangebied word.

3. (a) Die koper moet 'n deposito van tien persent (10%) van die koopprijs kontant op die dag van die verkoping betaal, die balans betaalbaar teen transport en verseker te word deur 'n waarborg van 'n bank of bouvereniging wat deur die Eiser se prokureurs goedgekeur is, die waarborg aan die Balju en/of Afslaer binne sewe (7) dae na die datum van verkoping verstrek word.

3. (b) Indien die transport van die eiendom nie binne een maand na die verkoping geregistreer is nie, sal die koper aanspreeklik wees vir betaling van rente teen 17,25% (sewentien komma twee vyf persent) per jaar op die balans van die koopprijs, vanaf die verloop van een maand na die verkoping tot datum van transport.

4. Die koper moet afslaersgelde op die dag van die verkoping betaal, asook hereregte, transportkoste en agterstallige belastinge en ander uitgawes wat nodig is om transport te laat geskied op versoek van die prokureur van die Vonnisisskuldeiser asook Belasting op Toegevoegde Waarde (BTW).

En verder onderworpe aan die veilingsvoorwaardes wat uitgelees sal word ten tye van die veiling, en wat ter insae sal lê by die kantoor van die Balju Landdroshof, Bellville en by die kantoor van die ondergemelde Bill Tolken Hendrikse & Vennote, Prokureurs van Eiser, Sarel Cilliersstraat 1, Bellville.

Datum: 18 Januarie 1995.

Bill Tolken Hendrikse & Vennote, Posbus 687, Sanlamhof, 7532. (Verw. mev. Swart/EON369.)

Saak 11112/94

IN DIE LANDDROSHOF VIR DIE DISTRIK KUILSRIVIER GEHOU TE KUILSRIVIER

In die saak tussen **NBS Bank Beperk**, Eiser, en **P. Charlies**, Verweerder

Eiendom geleë te Cordegaweg 16, Northpine, Brackenfell.

Ingevolg 'n vonnis van die Landdroshof te Kuilsrivier, gedateer 30 November 1994 en 'n lasbrief tot beslaglegging van onroerende eiendom word die eiendom hieronder beskryf, by die perseel te p.a. Landdroskantoor, Kuilsrivier, per publieke veiling te koop aangebied op 3 Maart 1995 om 09:00:

Erf 9317, Brackenfell, ook bekend as Cordegaweg 16, Northpine, Brackenfell, afdeling Stellenbosch, groot 370 vierkante meter, gehou kragtens Transportakte T20950/91.

Voorwaardes:

1. Die eiendom sal deur die Afslaer en/of Balju Landdroshof van Kuilsrivier verkoop word aan die hoogste bieder, onderheg aan die hiernavermelde voorwaardes.

2. Indien die afslaer 'n fout by die verkoping maak, is so 'n fout nie op enige van die partye bindend nie, maar kan dit reggestel word. By die weiering van 'n bod, kan die eiendom onmiddellik vir verkoping aangebied word.

3. (a) Die koper moet 'n deposito van tien persent (10%) van die koopprys kontant op die dag van die verkoping betaal, die balans betaalbaar teen transport en verseker te word deur 'n waarborg van 'n bank of bouvereniging wat deur die Eiser se prokureurs goedgekeur is, die waarborg aan die Balju en/of Afslaer binne sewe (7) dae na die datum van verkoping verstrek word.

3. (b) Indien die transport van die eiendom nie binne een maand na die verkoping geregistreer is nie, sal die koper aanspreeklik wees vir betaling van rente teen 15,25% (vyftien komma twee vyf persent) per jaar op die balans van die koopprys, vanaf die verloop van een maand na die verkoping tot datum van transport.

4. Die koper moet afslaersgelde op die dag van die verkoping betaal, asook hereregte, transportkoste en agterstallige belastinge en ander uitgawes wat nodig is om transport te laat geskied op versoek van die prokureur van die Vonnisskuldeiser asook Belasting op Toegevoegde Waarde (BTW).

En verder onderworpe aan die veilingsvoorwaardes wat uitgelees sal word ten tye van die veiling, en wat ter insae sal lê by die kantoor van die Balju Landdroshof, Kuilsrivier en by die kantoor van die ondergemelde Bill Tolken Hendrikse & Vennote, Prokureurs van Eiser, Sarel Cilliersstraat 1, Bellville.

20 Januarie 1995.

Bill Tolken Hendrikse & Vennote, Posbus 687, Sanlamhof, 7532. (Verw. mev. Swart/ECN427.)

Case 9643/89

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF GOODWOOD HELD AT GOODWOOD

ABSA Bank Limited, trading as United Bank, *versus* **Simon Christopher Wilson and Petronella Wilson**

The following property will be sold in execution in front of the Court-house for the District of Goodwood, on Thursday, 2 March 1995 at 11:30, to the highest bidder:

Erf 3642, Matroosfontein, in extent 229 square metres, held by T142/1989, situated at 13 Andrew Street, Valhalla Park, Western Cape.

1. The following improvements are reported but not guaranteed: Double-storey dwelling: Entrance, lounge, kitchen, three bedrooms and bathroom/toilet. Detached double garage.

2. **Payment:** 10% (ten per centum) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 16,25% (sixteen comma two five per cent) per annum calculated on the Judgment Creditor's claim from the date of sale to the date of transfer] against registration of transfer, which amounts are to be secured by approved bank guarantee to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. **Conditions:** The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeeck Street, Cape Town. (Ref. D9U2143/104377/gl.)

Case 2608/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF SIMON'S TOWN HELD AT SIMON'S TOWN

In the matter between **The Standard Bank of S.A. Limited**, Execution Creditor, and **Zacharius Johannes Plaatjes**, Execution Debtor

In terms of a judgment granted by the Magistrate's Court for the District of Simon's Town, dated 9 November 1994 and a warrant of execution issued, the undermentioned property will be sold voetstoots and without reserve in execution by public auction held on the premises, to the highest bidder, on Wednesday, 15 March 1995 at 11:00:

Erf 700, Ocean View, situated in the Local Area of Ocean View, Cape Division, in extent eighty-one (81) square metres, held by Deed of Transfer T95262/93.

25 Columba Road, Ocean View, 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: Two bedrooms, kitchen, lounge, 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, Simon's Town.

4. Payment shall be effected as follows: 10% (ten per cent) of the purchase price on the day of the sale and the balance, together with interest thereon at the 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 19th day of January 1995.

H. Mohamed & Associates, Attorneys for Execution Creditor, First Floor, NRB House, 42 Klipfontein Road, Athlone. (Ref. COLL/mm15/55648/94.)

Case 89/94**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF POTGIETERSRUS HELD AT POTGIETERSRUS**

In the matter between **W. J. van der Merwe**, Execution Creditor, and **Mrs Hantle Louwrens**, Execution Debtor

In pursuance of a judgment of the Magistrate's Court of Potgietersrus granted on 30 May 1994 and a warrant of execution issued in pursuance thereof, the undermentioned property will be sold in execution by the Sheriff of the Magistrate's Court, Mossel Bay, on Friday, 3 March 1995 at 10:00, at the Magistrate's Court, Mossel Bay, to the highest bidder, the following property:

Certain Stand 7066 (portion of Stand 6168) (TP9654), known as 16 E Acusta Street, Dana Bay, Mossel Bay, measuring 900 (nine zero zero) square metres, held by Deed of Transfer T29398/1991.

Description of property: Unimproved.

Terms: 10% (ten per centum) of the purchase price immediately after the sale and for the balance with interest as stipulated in the conditions of sale, an acceptable bank or building society guarantee must be issued within thirty (30) days from the date of sale.

Full particulars of the conditions of sale, which will be read out prior to the sale, and is available for inspection at the offices of the Sheriff of the Court (Magistrate's Court), Mossel Bay, during office hours.

Thus done and signed at Potgietersrus on the 25th day of January 1995.

P. S. Mostert, for Borman Snyman & Barnard Inc., Attorneys for Execution Creditor, Rentmeester Building, Voortrekker Road, P.O. Box 42, Potgietersrus, 0600. [Tel. (0154) 2251.] (Ref. JV 5265/PSM/RM.)

Saak 783/94**IN DIE LANDDROSHOF VIR DIE DISTRIK MOORREESBURG GEHOU TE MOORREESBURG**

In die saak tussen **Nedcor Bank Beperk**, Eiser, en **Jacob Ficks**, Verweerder

Ter uitvoering van 'n vonnis van bogemelde Landdroshof gedateer 23 November 1994 in bogemelde aangeleentheid, sal die eiendom hieronder vermeld per publieke veiling aan die hoogste bieder verkoop word te Moorreesburg, op 24 Februarie 1995 om 10:00, onderworpe aan die voorwaardes wat ter insae lê by die kantoor van die Geregsbodde te Moorreesburg, en wat deur die afslaer van die verkoping afgelees sal word, van welke voorwaardes die belangrikste die volgende is:

(a) Die eiendom word voetstoots verkoop aan die hoogste bieder onderworpe aan die Wet op Landdroshowe, No. 32 van 1944, soos gewysig, asook onderworpe aan die bepalings van Wet No. 3 van 1966, soos gewysig, en Wet No. 36 van 1966, soos gewysig.

(b) Een tiende ($\frac{1}{10}$) van die koopprys sal betaal word in kontant of by wyse van 'n bankgewaarborgde tjek op die dag van die verkoping en die balans in kontant teen registrasie van die transport.

(c) Die koper sal verantwoordelik wees vir die betaling van alle transportkoste, hereregte, agterstallige belastinge en diensgelde en enige bykomende koste.

(d) Besit sal gegee en geneem word onderworpe aan enige bestaande huurkontrakte, indien enige, op die datum van die verkoping.

Eiendom: Kristalstraat 18, Moorreesburg, Erf 3566, Moorreesburg, in die munisipaliteit Moorreesburg, afdeling Malmesbury, groot 298 (tweehonderd agt-en-negentig) vierkante meter, gehou deur die Verweerder kragtens Transportakte T15938/90 en onderhewig aan die spesiale voorwaardes daarin vervat.

'n Verband is beskikbaar aan 'n goedgekeurde koper.

Geteken te Wellington op hierdie 23ste dag van Januarie 1995.

J. Duvenage, vir Duvenage & De Villiers, Hoofweg 107, Wellington, 7655. (Verw. ND/fp.)

IN DIE LANDDROSHOF VIR DIE DISTRIK BELLVILLE GEHOU TE BELLVILLE

In die saak tussen **NBS Bank Beperk**, Eiser, en **M. Mia**, Verweerder

Ingevolge 'n vonnis van die Landdroshof te Bellville gedateer 6 September 1993, en 'n lasbrief tot beslaglegging van onroerende eiendom, word die eiendom hieronder beskryf, by die perseel te Phillipstraat 9, Parowvallei, per publieke veiling te koop aangebied op 10 Maart 1995 om 09:00:

Erf 10762, Parow, ook bekend as Phillipstraat 9, Parowvallei, afdeling Kaap, groot 598 vierkante meter, gehou kragtens Transportakte T75951/91.

Voorwaardes:

1. Die eiendom sal deur die afslaer en/of Balju Landdroshof van Bellville verkoop word aan die hoogste bieder, onderhewig aan die hiernavermelde voorwaardes.

2. Indien die afslaer 'n fout by die verkoping maak, is so 'n fout nie op enige van die partye bindend nie, maar kan dit reggestel word. By die weiering van 'n bod, kan die eiendom onmiddellik vir verkoping aangebied word.

3. (a) Die koper moet 'n deposito van tien persent (10%) van die koopprys kontant op die dag van die verkoping betaal, die balans betaalbaar teen transport en verseker te word deur 'n waarborg van 'n bank of bouvereniging wat deur die Eiser se prokureurs goedgekeur is, die waarborg aan die Balju en/of afslaer binne sewe (7) dae na die datum van verkoping verstrekk word.

3. (b) Indien die transport van die eiendom nie binne een maand na die verkoping geregistreer is nie, sal die koper aanspreeklik wees vir betaling van rente teen 18% (agtien persent) per jaar op die balans van die koopprys, vanaf die verloop van een maand na die verkoping tot datum van transport.

4. Die koper moet afslaersgelde op die dag van die verkoping betaal, asook hereregte, transportkoste en agterstallige belastinge en ander uitgawes wat nodig is om transport te laat geskied op versoek van die prokureur van die Vonnisskuldeiser asook Belasting op Toegevoegde Waarde (BTW).

En verder onderworpe aan die veilingvoorwaardes wat uitgelees sal word ten tye van die veiling, en wat ter insae sal lê by die kantoor van die Balju Landdroshof, Bellville, en by die kantoor van die ondergemelde Bill Tolken Hendrikse & Vennote, Prokureurs van Eiser, Sarel Cilliersstraat 1, Bellville.

Datum: 23 Januarie 1995.

Bill Tolken Hendrikse & Vennote, Posbus 687, Sanlamhof, 7532. (Verw. mev. Swart/EMN332.)

Saak 12066/94

IN DIE LANDDROSHOF VIR DIE DISTRIK KUILSRIVIER GEHOU TE KUILSRIVIER

In die saak tussen **NBS Bank Beperk**, Eiser, en **G. L. Michau** en **J. en F. Cadman**, Verweerders

Ingevolge 'n vonnis van die Landdroshof te Kuilsrivier gedateer 5 Januarie 1995, en 'n lasbrief tot beslaglegging van onroerende eiendom, word die eiendom hieronder beskryf, by die perseel te p.a. Landdroskantoor Kuilsrivier, per publieke veiling te koop aangebied op 3 Maart 1995 om 09:00:

Erf 4588, Eersterivier, ook bekend as Pacificlaan 12, Eersterivier, afdeling Stellenbosch, groot 275 vierkante meter, gehou kragtens Transportakte T62853/89.

Voorwaardes:

1. Die eiendom sal deur die afslaer en/of Balju Landdroshof van Kuilsrivier verkoop word aan die hoogste bieder, onderhewig aan die hiernavermelde voorwaardes.

2. Indien die afslaer 'n fout by die verkoping maak, is so 'n fout nie op enige van die partye bindend nie, maar kan dit reggestel word. By die weiering van 'n bod, kan die eiendom onmiddellik vir verkoping aangebied word.

3. (a) Die koper moet 'n deposito van tien persent (10%) van die koopprys kontant op die dag van die verkoping betaal, die balans betaalbaar teen transport en verseker te word deur 'n waarborg van 'n bank of bouvereniging wat deur die Eiser se prokureurs goedgekeur is, die waarborg aan die Balju en/of afslaer binne sewe (7) dae na die datum van verkoping verstrekk word.

3. (b) Indien die transport van die eiendom nie binne een maand na die verkoping geregistreer is nie, sal die koper aanspreeklik wees vir betaling van rente teen 16,25% (sestien komma twee vyf persent) per jaar op die balans van die koopprys, vanaf die verloop van een maand na die verkoping tot datum van transport.

4. Die koper moet afslaersgelde op die dag van die verkoping betaal, asook hereregte, transportkoste en agterstallige belastinge en ander uitgawes wat nodig is om transport te laat geskied op versoek van die prokureur van die Vonnisskuldeiser asook Belasting op Toegevoegde Waarde (BTW).

En verder onderworpe aan die veilingvoorwaardes wat uitgelees sal word ten tye van die veiling, en wat ter insae sal lê by die kantoor van die Balju Landdroshof, Kuilsrivier, en by die kantoor van die ondergemelde Bill Tolken Hendrikse & Vennote, Prokureurs van Eiser, Sarel Cilliersstraat 1, Bellville.

Datum: 23 Januarie 1995.

Bill Tolken Hendrikse & Vennote, Posbus 687, Sanlamhof, 7532. (Verw. mev. Swart/EMN431.)

Saak 28590/93

IN DIE LANDDROSHOF VIR DIE DISTRIK BELLVILLE GEHOU TE BELLVILLE

In die saak tussen **Standard Credit Corporation**, Eiser, en **Enver Francisco Titus**, Verweerder

Ter uitvoering van 'n vonnis van die bogemelde Hof, gedateer 15 Desember 1993, sal die hiernagenoemde vaste eiendom in eksekusie verkoop word op 24 Februarie 1995 om 09:30, op die perseel te Ringweg 116, Industria, Ravensmead, aan die hoogste bieder, onderhewig aan die hiernavermelde voorwaardes en sodanige verdere voorwaardes as wat deur die Balju, by die veiling uitgelees sal word:

Erf 26901, Parow, in die munisipaliteit Parow, en afdeling Kaap, groot 357 (driehonderd sewe-en-veertig) vierkante meter, gehou kragtens Transportakte T28424/1992, ook bekend as Ringweg 116, Industria, Ravensmead.

Betaalvoorwaardes: 10% (tien per centum) van die koopprys en afslaersgelde in kontant op die veilingsdag; saldo teen oordrag wat verseker moet word deur bank- of bougenootskapwaarborg binne veertien (14) dae van die veilingsdatum by die Balju en/of Eiser se prokureurs ingelewer moet wees.

Verkoopvoorwaardes: Die volledige verkoopvoorwaardes lê ter insae by die kantoor van die Balju, Northumberlandstraat 29, Bellville, Tel. 948-8326/6.

Gedateer te Bellville op hede die 13de dag van Januarie 1995.

A. H. der Kinderen, vir Bornman & Hayward, Saambougebou, Kruskallaan 14, Bellville. (Verw. E. de Waal.)

Case 40202/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT ELIZABETH HELD AT TODD CHAMBERS, TODD STREET, PORT ELIZABETH

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Nhlanganisile Constance Ndlovu**, Defendant

In pursuance of a judgment dated 11 January 1993, and an attachment on 16 January 1995, the right of leasehold to the following property will be sold in the foyer of the Magistrate's Court, Main Street, Port Elizabeth, by public auction on 17 February 1995 at 14:15:

Erf 1100, Motherwell, NU7, Administrative District of Uitenhage, in extent 220 (two hundred and twenty) square metres, situated at 131 Mpheko Street, Motherwell, NU7.

While nothing is guaranteed, it is understood that on the property is a detached concrete block dwelling under an asbestos roof, consisting of two bedrooms, bathroom, lounge and kitchen.

A substantial building society bond is available to an approved purchaser.

The conditions of sale may be inspected at the office of the Sheriff, Magistrate's Court North, Danellyn Building, 12 Theale Street, North End, Port Elizabeth.

Terms: 10% (ten per cent) on the date of sale, the balance, including Value-Added Tax if applicable, against transfer to be secured by a guarantee approved by Plaintiff's attorneys to be furnished within 21 (twenty-one) days of sale. Sheriff's charges 5% (five per cent) on first R20 000 and 3% (three per cent) on the balance are also payable on date of sale.

Dated at Port Elizabeth on this the 19th day of January 1995.

Kaplan Blumberg Friedman & Scheckter, Plaintiff's Attorneys, Fourth Floor, 121 Main Street, Port Elizabeth.

Case 4200/90

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF EAST LONDON HELD AT EAST LONDON

In the matter between **Colleen Smith**, Plaintiff, and **Patrick Davids**, Defendant

In execution of a judgment of the Magistrate's Court, East London, in the above matter a sale will be held on Wednesday, 22 February 1995 at 09:00, at the Magistrate's Court, Lower Buffalo Street, East London, as referred to below:

Erf 21825, Buffalo Flats, East London, Municipality and Division of East London, in extent 655 square metres, held by Deed of Transfer T576/1984, which property is situated at 17 Kingsley Road, Buffalo Flats, East London, subject to the conditions mentioned or referred to therein.

The following information relating to the property is furnished but not guaranteed in any way:

A single storey dwelling with lounge, three bedrooms, kitchen, laundry and single garage.

Conditions of sale:

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.
2. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price and the auctioneer's commission in cash immediately after the sale and the balance against transfer to be secured by a bank or building society guarantee to be furnished to the Plaintiff's attorneys within 10 (ten) 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 will be read out at the time of the sale and may be inspected at the Sheriff's Office, 4 Lower Oxford Street, East London, prior to the date of sale.
5. The sale is subject to the proceeds of the sale being sufficient to satisfy the claim of any Preferent Creditor in full.

Dated at East London on this the 18th day of January 1995.

Hart & Beyers, Plaintiff's Attorneys, 10 and 12 Bushview Terrace Central, P.O. Box 624, East London, 5200. (Ref. EAO/rkn/BS311/492.)

Case 30023/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF WYNBERG HELD AT WYNBERG

In the matter between **First National Bank of Southern Africa Limited** (No. 05/01225/06), Plaintiff, and **Thomas Nicholaas Joseph Prins and Deborah Prins**, married in community of property to each other, Defendants

In the above matter a sale will be held on Thursday, 9 March 1995 at 10:00, at the site being 16 Beryl Road, Grassy Park:

Erf 3147, Grassy Park, in the Local Area of Grassy Park, Cape Division, measuring 595 (five hundred and ninety-five) square metres.

Conditions of sale:

1. The sale is subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, the property being sold voetstoots and as it stands and subject to the conditions of the existing title deed.

2. 1/10 (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 current bank rate is to be paid against registration of transfer, which shall be given and taken forthwith after the sale.

3. The following improvements are on the property (although nothing in this respect is guaranteed):

Consisting of single dwelling with brick walls under an asbestos roof, consisting of three bedrooms, kitchen, lounge, bathroom and toilet.

4. The complete conditions of sale will be read out at the time of the sale and may be inspected at the offices of the Sheriff of the Magistrate's Court, Wynberg, and at the offices of the undersigned.

Dated at Grassy Park on this 23rd day of January 1995.

E. W. Domingo, for E. W. Domingo & Associates, Plaintiff's Attorneys, 10 Market Street, Opposite Grassy Park Civic Centre, Grassy Park. (Tel. 706-2873/4/5.) (Ref. EWD/mr.)

Case 4004/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

In the matter between **The Standard Bank of South Africa Limited**, Execution Creditor, and **Donovan Heunis**, First Execution Debtor, and **Natalie Janet Heunis**, Second Execution Debtor

In terms of a judgment granted by the Magistrate's Court for the District of Wynberg, dated 20 June 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 Thursday, 16 March 1995 at 10:00, on site:

Erf 2869, Weltevreden Valley, situated in the Local Area of Weltevreden Valley, Administrative District of the Cape, in extent 253 (two hundred and fifty-three) square metres, held by Deed of Transfer T81846/91, street address 22 Rosewood Drive, Colorado, Mitchells Plain, Cape.

Conditions of sale:

(1) The property will be sold in execution without reserve and voetstoots to the highest bidder by public auction and subject to the provisions and conditions of the Magistrates' Courts Act, No. 32 of 1944, as amended, and the rules applicable thereto and also the servitudes and conditions attached to the property contained in the relevant title deeds.

(2) The following information is furnished but not guaranteed: Two bedrooms, kitchen, lounge, 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 North.

4. Payment shall be effected as follows: 10% (ten per cent) of the purchase price on the day of the sale and the balance, together with interest thereon at the 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 14 (fourteen) days of the date of sale.

Dated at Athlone on this the 19th day of January 1995.

Attorneys for Execution Creditor.

NATAL

Case 6640/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF DURBAN HELD AT DURBAN

In the matter between **Small Business Development Corporation Limited**, Execution Creditor, and **Stephanie Veronica Pretorius**, Execution Debtor

In pursuance of judgment granted in the Magistrate's Court for the District of Durban and under writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 23 February 1995 at 10:00, at the front entrance of the Magistrate's Court, C. R. Swart Square-entrance, Durban.

The said immovable property will be sold by public auction on the conditions to be read out by the auctioneer at the time of the sale and which conditions may be inspected at the offices of the Sheriff of the Durban Magistrate's Court, prior to the sale:

Description: Lot 82, Austerville, situated in the City of Durban, Administrative District of Natal, in extent 436 (four hundred and thirty-six) square metres, held under Deed of Transfer T18508/1983.

Zoning: Special Residential 400.

Street address: 7 Theron Place, Austerville.

Improvements: Fourbedroom-house with tiled roof, four bedrooms, lounge and dining-room, all carpeted, kitchen with fitted cupboards, two bedrooms with toilet and shower, one en suite with novilon floors, separate garage/granny flat with tiled roof as well as bedroom, kitchen, toilet and shower.

Nothing is guaranteed in the above respects.

Terms:

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.
2. (a) The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price and the auctioneer's commission in cash immediately after the sale. The balance of the purchase price shall be paid against transfer and shall be secured by a bank or building society or other acceptable guarantee to be approved by the Execution Creditor's attorneys and to be furnished to the Sheriff of the Court, Chatsworth, within fourteen (14) days after the date of sale.
- (b) The purchaser shall be liable for payment of interest at the rate of 19% (nineteen per cent) per annum to the Execution Creditor on the amount of the award to the Execution Creditor in the plan of distribution, and payment of any interest due to a preferent creditor on the amount of the award to the preferent creditor in the plan of distribution, from the date of sale to date of transfer.
3. Transfer shall be effected by the attorneys of the Execution Creditor and the purchaser shall pay all transfer dues, including transfer duty, current rates and other necessary charges to effect transfer, upon request by the said attorneys.
4. The property and the improvements thereon are sold voetstoots and without any warranties.
5. Prospective purchasers are advised to inspect the property before the proposed sale date.

Dated at Durban in January 1995.

Cox Yeats, Execution Creditor's Attorneys, 12th and 13th Floors, Victoria Maine, 71 Victoria Embankment, Durban, 4001.

Case 24810/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PIETERMARITZBURG HELD AT PIETERMARITZBURG

In the matter between **City Council of the City of Pietermaritzburg**, Execution Creditor, and **Fanie Mouton Family Trust**, Execution Debtor

In pursuance of judgment in the Court of the Magistrate at Pietermaritzburg dated 14 November 1994, the following immovable property will be sold in execution on 10 March 1995 at 11:00, at the Sheriff's Saleroom, 277 Berg Street, Pietermaritzburg, to the highest bidder:

Subdivision 17 of Lot 1, Lincoln Meade, situated in the City of Pietermaritzburg, Administrative District of Natal, in extent 1 091 (one thousand and ninety-one) square metres, represented and situated at 14 Stevens Road, Pietermaritzburg.

Material conditions of sale:

The purchaser shall pay 10% (ten per centum) of the purchase price in cash at the time of the sale and the balance shall be paid or secured by a bank or building society guarantee approved by the Execution Creditor's attorneys, to be furnished to the Sheriff of the Magistrate's Court, 277 Berg Street, Pietermaritzburg, without fourteen (14) days of the date of sale. The full conditions of sale can be inspected at the office of the Sheriff of the Magistrate's Court, 277 Berg Street, Pietermaritzburg, Natal.

Dated at Pietermaritzburg this 13th day of January 1995.

P. J. M. Seymour, for Mason Weinberg, Execution Creditor's Attorney, Third Floor, Fedlife House, 251 Church Street, Pietermaritzburg.

Case 24746/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PIETERMARITZBURG HELD AT PIETERMARITZBURG

In the matter between **City Council of the City of Pietermaritzburg**, Execution Creditor, and **Fanie Mouton Family Trust**, Execution Debtor

In pursuance of judgment in the Court of the Magistrate at Pietermaritzburg dated 14 November 1994, the following immovable property will be sold in execution on 10 March 1995 at 11:00, at the Sheriff's Saleroom, 277 Berg Street, Pietermaritzburg, to the highest bidder:

Subdivision 16 of Lot 1, Lincoln Meade, situated in the City of Pietermaritzburg, Administrative District of Natal, in extent 1 010 (one thousand and ten) square metres, represented and situated at 12 Stevens Road, Pietermaritzburg.

Material conditions of sale:

The purchaser shall pay 10% (ten per centum) of the purchase price in cash at the time of the sale and the balance shall be paid or secured by a bank or building society guarantee approved by the Execution Creditor's attorneys, to be furnished to the Sheriff of the Magistrate's Court, 277 Berg Street, Pietermaritzburg, without fourteen (14) days of the date of sale. The full conditions of sale can be inspected at the office of the Sheriff of the Magistrate's Court, 277 Berg Street, Pietermaritzburg, Natal.

Dated at Pietermaritzburg this 13th day of January 1995.

P. J. M. Seymour, for Mason Weinberg, Execution Creditor's Attorney, Third Floor, Fedlife House, 251 Church Street, Pietermaritzburg.

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PINETOWN HELD AT PINETOWN

In the matter between **Body Corporate of No. 2 Queens Avenue**, Execution Creditor, and **Barvale Investments (Pty) Limited**, Execution Debtor

In pursuance to a judgment of the Magistrate's Court for the District of Pinetown, and a writ issued thereunder, immovable property described hereunder will be sold in execution on Friday, 17 February 1995, at the front entrance, Magistrate's Court, 22 Chancery Lane, Pinetown:

Description:

(a) Section 9, as shown and more fully described on Sectional Plan SS422/1992, in the scheme known as 2 Queens Avenue, in respect of the land and building or buildings situated at Westville, in the Local Authority Area of Westville, of which section the floor area, according to the said sectional plan, is 134 (one hundred and thirty-four) square metres in extent; and

(b) An undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quote as endorsed on the said sectional plan. Held under Certificate of Registered Title ST17995/1992.

(c) An exclusive use area described as Garden Area GA9, measuring seventy-nine (79) square metres, being as such part of the common property, comprising the land and the scheme known as 2 Queens Avenue, in respect of the land and building or buildings situated at Westville, in the Local Authority of Westville, held under Notarial Deed of Cession SK2604/1992S.

Street address: Unit 9, 2 Queens Avenue, Westville.

Improvements: One flat consisting of three bedrooms, two bathrooms with toilets, combined lounge/dining-room, kitchen and single lock-up garage.

Zoning: Residential 1B.

The sale shall be subject to the following conditions:

1. (a) The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.

(b) The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price in cash immediately after the sale and the balance against transfer to be secured by a bank or building society guarantee, to be approved by the Execution Creditor's attorneys and to be furnished to the Sheriff of the Court or the auctioneer within fourteen (14) days after such sale.

(c) The purchaser shall be liable for payment of interest at the rate of 17,25% (seventeen comma two five per cent) per annum to the bondholder/s on the amount to be awarded to the bondholder/s in terms of the plan of distribution, calculated as from date of sale to date of transfer, both days inclusive.

2. (a) The purchaser (other than the Execution Creditor) shall pay auctioneer's charges immediately after the sale and in addition, all transfer costs, including arrear and current rates and/or levies, sewerage connection fees (if any), taxes and all other charges necessary to effect transfer upon request by the attorney for the Execution Creditor.

3. (a) The full conditions may be inspected at the office of the Sheriff, Pinetown, or at the offices of McKenzie Dixon.

Dated at Westville on this 18th day of January 1995.

A. M. Lomas-Walker, for McKenzie Dixon, Attorneys for Execution Creditor, 27-29 Jan Hofmeyr Road, Westville, 3630. (Tel. 266-8036.) (Ref. Mr Lomas-Walker/gai/M013-001.)

Case 13360/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PINETOWN HELD AT PINETOWN

In the matter between **Body Corporate of No. 2 Queens Avenue**, Execution Creditor, and **Barvale Investments (Pty) Limited**, Execution Debtor

Pursuant to a judgment of the Magistrate's Court for the District of Pinetown, and a writ issued thereunder, immovable property described hereunder will be sold in execution on Friday, 17 February 1995, at the front entrance, Magistrate's Court, 22 Chancery Lane, Pinetown.

Description:

(a) Section No. 8, as shown and more fully described on Sectional Plan SS 422/1992, in the scheme known as 2 Queens Avenue, in respect of the land and building or buildings situated at Westville, in the Local Authority area of Westville, of which section the floor area according to the said sectional plan is 134 (one hundred and thirty-four) square metres in extent; and

(b) An undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan. Held under certificate of Registered Title ST17994/1992.

(c) An exclusive use area described as garden area number GA8, measuring seventy-five (75) square metres, being as such part of the common property, comprising the land and the scheme known as 2 Queens Avenue, in respect of the land and building or buildings situated at Westville, in the Local Authority of Westville, held under Notarial Deed of Cession SK2603/1992S.

Street address: Unit 8, 2 Queens Avenue, Westville.

Improvements: One flat consisting of three bedrooms, two bathrooms with toilets, combined lounge/dining-room, kitchen and single lock-up garage.

Zoning: Intermediate Residential 1B.

The sale shall be subject to the following conditions:

1. (a) The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.
- (b) The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price in cash immediately after the sale and the balance against transfer to be secured by a bank or building society guarantee to be approved by the Execution Creditor's attorneys and to be furnished to the Sheriff of the Court or the auctioneer within fourteen (14) days after such sale.
- (c) The purchaser shall be liable for payment of interest at the rate of 17,25% (seventeen comma two five per cent) per annum to the bondholder/s on the amount to be awarded to the bondholder/s in terms of the plan of distribution, calculated as from date of sale to date of transfer, both days inclusive.
2. (a) The purchaser (other than the Execution Creditor) shall pay auctioneers charges immediately after the sale and in addition, all transfer costs, including arrear and current rates and/or levies, sewerage connection fees (if any), taxes and all other charges necessary to effect transfer upon request by the attorney for the Execution Creditor.
3. (a) The full conditions may be inspected at the office of the Sheriff, Pinetown, or at the offices of McKenzie Dixon.

Dated at Westville on this the 18th day of January 1995.

A. M. Lomas, for McKenzie Dixon, Attorney for Execution Creditor, 27-29 Jan Hofmeyr Road, Westville, 3630. (Tel. 266-8036.) (Ref. Mr Lomas-Walker/gai/M013-001.)

Case 2973/94

IN THE SUPREME COURT OF SOUTH AFRICA
(Durban and Coast Local Division)

In the matter between **Syfrets Bank Limited**, Plaintiff, and **Kasturee Govender**, Defendant

In pursuance of a judgment of the Supreme Court of South Africa, Durban and Coast Local Division, in the above-mentioned suit, a sale will be held by the Sheriff, Inanda Area 1, at the front entrance to the Magistrate's Court, Moss Street, Verulam, on Friday, 17 February 1995 at 10:00, of the undermentioned property to the highest bidder on conditions to be read by the Sheriff at the time of the sale:

The property is described as: Lot 264, Whetstone, situated in the City of Durban, Administrative District of Natal, in extent six hundred and forty (640) square metres held under Deed of Transfer T12851/86.

Street address: 27 Featherstone Place, Unit 11, Phoenix.

Improvements: A double storey brick under tile building consisting of:

Upstairs: Two large shops consisting of entertainment centre including bar and restaurant.

Downstairs: Three large shops consisting of butcher, hairdressing salon and glass manufacturing company.

Zoning: Special Residential (nothing guaranteed).

Full conditions of sale may be inspected at the office of the Sheriff Inanda Area 1, 2 Mountview Shopping Centre, corner of Inanda and Jacaranda Roads, Verulam. [Tel. (0322) 33-1037.]

Dated at Durban this 5th day of January 1995.

Livingston Leandy Incorporated, Plaintiff's Attorneys, 10th Floor, First National Bank Building, corner of Smith and Field Streets, Durban. (Ref. C. Anderson.)

Case 11654/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PIETERMARITZBURG HELD AT PIETERMARITZBURG

In the matter between **NBS Bank Limited**, Plaintiff, and **Ramroop Brijnarain**, Defendant

In pursuance of a judgment in the Court of the Magistrate at Pietermaritzburg, dated 22 July 1994, the following immovable property will be sold in execution on Friday, 3 March 1995 at 11:00, at the Sheriff's Salesroom, 277 Berg Street, Pietermaritzburg, to the highest bidder:

Subdivision 3003 (of 2829), of the farm Northdale 14914, situated in the City of Pietermaritzburg, Administrative District of Natal, in extent three hundred and thirty-seven (337) square metres.

The following information is furnished regarding the property, but is not guaranteed: The property is physically situated at 6 Amtitsar Road, Northdale, Pietermaritzburg, which property consists of land improved by a single-storey dwelling-house under asbestos and concrete block, comprising of two bedrooms, shower, w.c., lounge and kitchen. No outbuildings.

Material conditions of sale: The purchaser shall pay ten per cent (10%) of the purchase price in cash at the time of sale and the balance shall be paid or secured by a bank or building society guarantee approved by the Execution Creditor's attorneys, to be furnished to the Sheriff of the Magistrate's Court, Pietermaritzburg, within fourteen (14) days of the date of sale. The full conditions of sale can be inspected at the office of the Sheriff of Court, 277 Berg Street, Pietermaritzburg, and interested parties may contact the Execution Creditor who may be prepared to grant loan facilities to an approved purchaser.

Dated at Pietermaritzburg on this the 12th day of January 1995.

R. A. J. P. Dawson, for Leslie Simon Pretorius & Dawson, Attorney for Plaintiff, Johnson House, 19 Theatre Lane, Pietermaritzburg, 3201.

Case 28980/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PIETERMARITZBURG HELD AT PIETERMARITZBURG

In the matter between **NBS Bank Limited**, Plaintiff, and **Kenneth George Charles Whittlesea**, Defendant

In pursuance of a judgment in the Court of the Magistrate at Pietermaritzburg dated 19 December 1994, the following immovable property will be sold in execution on Friday, 3 March 1995 at 11:00, at the Sheriff's Salesroom, 277 Berg Street, Pietermaritzburg, to the highest bidder:

Subdivision 158 (of 125) of Lot ABCDEFG 1789, situated in the City of Pietermaritzburg, Administrative District of Natal, in extent three thousand seven hundred and twenty-one (3 721) square metres.

The following information is furnished regarding the property, but is not guaranteed: The property is physically situated at 466 Celtis Road, Mount Michael, Pietermaritzburg, which property consists of land improved by a single-storey dwelling-house under brick and tile, comprising three bedrooms, two bathrooms, two w.c.'s, lounge, dining-room, study and kitchen. Outbuilding comprise two carports, servant's quarters and w.c.

Material condition of sale: The purchaser shall pay ten per cent (10%) of the purchase price in cash at the time of sale and the balance shall be paid or secured by a bank or building society guarantee approved by the Execution Creditor's attorneys, to be furnished to the Sheriff of the Magistrate's Court, Pietermaritzburg, within fourteen (14) days of the date of sale. The full conditions of sale can be inspected at the office of the Sheriff of Court, 277 Berg Street, Pietermaritzburg, and interested parties may contact the Execution Creditor who may be prepared to grant loan facilities to an approved purchaser.

Dated at Pietermaritzburg on this 12th day of January 1995.

R. A. J. P. Dawson, for Leslie Simon Pretorius & Dawson, Johnson House, 19 Theatre Lane, Pietermaritzburg, 3201.

Case 17358/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PIETERMARITZBURG HELD AT PIETERMARITZBURG

In the matter between **NBS Bank Limited**, Plaintiff, and **Russell Laird Henwood**, Defendant

In pursuance of a judgment in the Court of the Magistrate at Pietermaritzburg dated 11 August 1994, the following immovable property will be sold in execution on Friday, 3 March 1995 at 11:00, at the Sheriff's Salesroom, 277 Berg Street, Pietermaritzburg, to the highest bidder:

Subdivision 22 of Lot 1916, Pietermaritzburg, situated in the City of Pietermaritzburg, Administrative District of Natal, measuring 3 659 (three thousand six hundred and fifty-nine) square metres.

The following information is furnished regarding the property, but is not guaranteed: The property is physically situated at 28 Dales Avenue, Wembley, Pietermaritzburg, which property consists of land improved by a single-storey dwelling-house with an attic area under brick and tile with fitted carpets, tiles, strip timber-ceramic comprising three bedrooms, two bathrooms, shower and two w.c.'s, lounge, dining-room, kitchen bath and w.c. The flat is a prefab but very well built and in excellent condition. The outbuildings comprise garage, two carports, two servants' quarters and two w.c.'s. The property has an asphalt driveway with electric gates, open patio and walls, a pool with surrounding railing and the property is fully fenced with walls, steps and paving.

Material condition of sale: The purchaser shall pay ten per cent (10%) of the purchase price in cash at the time of sale and the balance shall be paid or secured by a bank or building society guarantee approved by the Execution Creditor's attorneys, to be furnished to the Sheriff of the Magistrate's Court, Pietermaritzburg, within fourteen (14) days of the date of sale. The full conditions of sale can be inspected at the office of the Sheriff of Court, 277 Berg Street, Pietermaritzburg, and interested parties may contact the Execution Creditor who may be prepared to grant loan facilities to an approved purchaser.

Dated at Pietermaritzburg on this 12th day of January 1995.

R. A. J. P. Dawson, for Leslie Simon Pretorius & Dawson, Johnson House, 19 Theatre Lane, Pietermaritzburg, 3201.

Case 2953/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Natal Provincial Division)

In the matter between **ABSA Bank Limited**, Plaintiff, and **Thandi Prudence Masemola**, Defendant

In execution of a judgment granted by the Supreme Court of South Africa (Natal Provincial Division) on Wednesday, 23 November 1994 in the above-named suit, the following immovable property will be sold by public auction by the Sheriff of the Supreme Court of South Africa, for the District of Melmoth, at the Magistrate's Office, Reinold Street, Melmoth, KwaZulu/Natal, on Friday, 17 February 1995 at 11:00, on conditions which will be read out by the Sheriff before the sale, and which conditions are in the possession of the Sheriff and may be inspected at his office at 312 Reinold Street, Melmoth, KwaZulu/Natal, namely:

Unit C957, situated in the Ulundi Township, District of Mahlabathini, County of Zululand, in extent one thousand (1 000) square metres, which property is physically situated at C957 Inqabakucasha Crescent, Ulundi, KwaZulu/Natal, and which property is held by the above-named Defendant under and by virtue of Deed of grant G004866/89.

Improvements: Without constituting a warranty of any nature, the property has been improved by the erection thereon of a single-storey dwelling-house, brick under tile, consisting of a lounge, dining-room, kitchen, four bedrooms, bathroom and toilet, another bathroom and toilet and verandah. There is an outbuilding which consists of a garage.

Zoning: The property is zoned for Residential purposes and enjoys no special consents in respect of its zoning.

Terms: The purchase price will be payable subject to the conditions of sale, as follows:

(a) Ten per cent (10%) of the purchase price together with the Sheriff's commission on the sale to be paid immediately in cash on the date of sale.

(b) All current and arrear rates, taxes, electrical, sanitary, water and other fees or charges to be paid in cash within seven days of the date of sale together with costs of transfer and transfer duty.

(c) The balance of the purchase price together with interest at the rate of 15,25% (fifteen comma two five per cent) per annum compounded monthly in advance on the amount referred to in the conditions of sale from date of sale to date of transfer, both days inclusive, to be secured by an acceptable guarantee to be furnished within fourteen (14) days after the date of sale.

Dated at Pietermaritzburg on this 22nd day of December 1994.

J. A. Browne, for E. R. Browne Incorporated, Plaintiff's Attorneys, 10th Floor, United Building, 194 Longmarket Street, Pietermaritzburg.

Case 3138/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Natal Provincial Division)

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Arthur Rodney Wormington**, First Defendant, **Clive John Wormington**, Second Defendant, **Rodney Trevor Wormington**, Third Defendant, **Valerie Joan Wormington**, Fourth Defendant, **Mervyn Ernest Bremner**, Fifth Defendant, and **Rita Ruth Wormington**, Sixth Defendant

Take notice that pursuant to a judgment of the above Honourable Court dated 2 November 1994 and writ of attachment of immovable property, the undermentioned immovable property will be sold in execution by the Sheriff of the Supreme Court for the District of Pietermaritzburg on 17 February 1995 at 10:30, at the Sheriff's offices, 5 Courtyard, Derek Hall, 172 Loop Street, Pietermaritzburg, to the highest bidder:

Remainder of Subdivision 52 (of 30) of Lot 498 Pietermaritzburg, situated in the City of Pietermaritzburg, Administrative District of Natal, in extent 924 (nine hundred and twenty-four) square metres.

The property is situated at 83 Ridge Road, Hayfields, Pietermaritzburg, Natal and is improved by a single-storey dwelling-house constructed of brick under concrete tiled roof, consisting of lounge, dining-room, three bedrooms, bathroom, kitchen, garage and carport.

Material conditions of sale:

1. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price in cash on the day of sale.
2. The balance of the purchase price plus interest thereon at the rate of 15,25% (fifteen comma two five per cent) per annum with effect from the date of sale to date of payment thereof shall be payable on the date of registration of transfer and shall be guaranteed by a bank or building society guarantee to be furnished to the Plaintiff's conveyancers within 30 days of the date of the sale which guarantees shall provide that payment be made of the balance of the purchase price plus interest thereon against registration of transfer.

The full conditions of sale may be inspected at the offices of the Sheriff, 5 Court-yard, Derek Hall, 172 Loop Street, Pietermaritzburg.

Dated at Pietermaritzburg this 10th day of January 1995.

Tatham, Wilkes & Company, Plaintiff's Attorneys, Fourth Floor, Fedlife House, 251 Church Street, Pietermaritzburg. (Ref. H. M. Drummond/G454.)

Case 2047/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF INANDA HELD AT VERULAM

In the matter between **ABSA Bank Limited** (Reg. No. 86/04794/06), trading as United Bank, Plaintiff, and **Ravendra Murugan**, First Defendant, and **Kubanthri Murugan**, Second Defendant

In pursuance of a judgment granted on 18 April 1994, in the Court of the Magistrate, Verulam and under a writ of execution issued thereafter, the immovable property listed hereunder shall be sold in execution to the highest bidder on 24 February 1995 at 09:00, at the front entrance of the Magistrate's Court Building, Moss Street, Verulam.

Description:

(a) Section 70 as shown and more fully described on Sectional Plan SS24/1990 in the Scheme known as Village Mews, in respect of the land and building or buildings situated at Tongaat, of which section of the floor areas, according to the said Sectional Plan is eighty-six (86) square metres.

(b) An undivided share in the common property in the scheme apportioned to the said Section in accordance with the participation quota as endorsed on the said Sectional Plan, held under Deed of Transfer ST8625/1991.

(c) An exclusive use area described as Yard Y70, measuring thirteen (13) square metres, comprising the common property in the scheme known as Village Mews, situated at Tongaat, as shown and more fully described on Sectional Plan SS24/1990.

(d) An exclusive use area described as Garden G70, measuring twenty (20) square metres, comprising the common property in the scheme known as Village Mews, situated at Tongaat, as shown and more fully described on Sectional Plan SS24/1990, held under Certificate of Registered Real Rights SK729/1991S.

Street address: 70 Village Mews, Henrietta Road, Tongaat.

Improvements: Brick under tile, water and lights, three bedrooms, lounge, kitchen, toilet, bathroom, no fencing—Duplex.

The nature, extent, condition and existence of the improvements are not guaranteed, and are sold voetstoots.

Town planning zoning: Special Residential.

Special privileges: Nil.

Nothing is guaranteed in the above respects.

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, as amended, and the rules made thereunder.

2.1 The purchaser shall in addition to the Auctioneer's commission, pay a deposit of 10% (ten per cent) of the purchase price in cash on the day of the sale and the balance against transfer which shall be secured by a bank or building society guarantee in a form acceptable to Plaintiff's conveyancers, which guarantee shall be delivered by the purchaser to the Sheriff within fourteen (14) days from the date of the sale and shall provide for the payment of the full balance and any such interest payable as provided for hereunder.

2.2 The purchaser shall be liable for payment of interest at the rate payable to the Plaintiff at the time of the sale on the amount of the Plaintiff's claim from date of the sale (and in the event of there being any other preferent creditor (Bondholder), then the interest payable upon such preferent creditors claim) until the date of transfer.

2.3 Transfer shall be effected by the attorneys of the Plaintiff and the purchaser shall pay all the transfer dues, including transfer duty, current and any arrear rates and any of the necessary charges to effect transfer upon request by the said attorneys.

The full conditions of sale may be inspected at the offices of the Sheriff for the Magistrate's Court, Inanda District (2)—Suite 7, Foresum Centre, 314 Old Main Road, Tongaat.

Dated at Durban this 6th day of February 1995.

A. J. McNabb, for Strauss Daly Inc., Plaintiff's Attorney, 11th Floor, The Marine, 22 Gardiner Street, Durban. (Ref. Z23696/JR.)

Case 52161/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF DURBAN HELD AT DURBAN

In the matter between **ABSA Bank Limited**, Execution Creditor, and **Amarchand Mohamed**, First Execution Debtor, and **Mrs Taugheeda Mohamed**, Second Execution Debtor

In pursuance of judgment granted on 11 October 1994, in the Durban Magistrate's Court and under a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on Thursday, 9 March 1995 at 14:00, in front of the Magistrate's Court-house, Somsue Road, Durban, to the highest bidder:

Description: A certain piece of land being:

(a) Section 36 as shown and more fully described on Sectional Plan SS285/85, in the scheme known as Eureka Court, in respect of the land and building or buildings situated in the City of Durban of which the floor area, according to the said Sectional Plan is 67 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.

Postal address: Flat 35 Eureka Court, 212 Berea Road, Durban.

Improvements: Brick under re-inforced concrete unit consisting of lounge/dining-room, kitchen, bedroom, bathroom and toilet.

Town planning: Zoning: Special Residential. Special privileges: Nil.

Nothing is guaranteed in these respects.

Material conditions:

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.

2. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price in cash or by a bank-guaranteed cheque at the time of the sale, the balance against transfer to be secured by a bank or building society guarantee to be approved by the Plaintiff's attorneys to be furnished to the Magistrate's Court Sheriff within 14 (fourteen) days after the date of sale.

3. If more than one property is to be sold, the properties may be purchased separately, unless this is precluded by the conditions of title or law.

The full conditions may be inspected at the offices of the Sheriff for the Magistrate's Court, 21 Stafmayer House, Beach Grove, Durban or at our offices.

Dated at Durban this 9th day of January 1995.

Browne Brodie & Co., Plaintiff's Attorneys, 12th Floor, United Building, 291 Smith Street, Durban 4001; P.O. Box 714, Durban, 4000. [Tel. (031) 304-7614/5.] (Ref. CMK/A332/037230/Mrs Chelin.)

Case 4796/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF NEWCASTLE HELD AT NEWCASTLE

In the matter between **NBS Bank Limited**, Plaintiff, and **Godfrey Sibusiso Coka**, Defendant

In pursuance of a judgment of the Court of the Magistrate of Newcastle and a writ of execution dated 1 November 1994, the undermentioned property will be sold in execution on 22 February 1995 at 10:00, at the front entrance of the Magistrate's Court, Newcastle, namely:

Site E202, Osizweni Township.

The property is improved, but nothing is guaranteed. The conditions of sale may be inspected at the office of the Sheriff of the Magistrate's Court, at 36 York Road, Newcastle.

The conditions are mainly the following:

- (1) The purchase price is payable in cash or guaranteed cheque immediately after conclusion of the auction.
- (2) The property is sold voetstoots and subject to the conditions of the Deed of Grant.

Dated at Newcastle this 6th day of January 1994.

V. R. H. Southey, for Hopkins & Southey, Attorneys for Plaintiff, Suite 12, SA Perm Arcade, Upper Ground Floor, 58 Scott Street, Newcastle.

Case 7403/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Pepsi Nicholas Phakathi**, Defendant

In pursuance of a judgment of the above Honourable Court, dated 24 October 1994, a sale in execution will be held on Friday, 24 February 1995 at 10:00, at the front entrance to the Magistrate's Court, Moss Street, Verulam, the following property will be sold by the Sheriff for the Supreme Court, Inanda District, Area 1, to the highest bidder:

Ownership 475 in the Township of kwaMashu H District County of Victoria in extent 260 square metres represented and described on General Plan PB 247/1987, with the postal and street address of Unit 475, kwaMashu H.

Improvements (the following information is furnished but nothing in this regard): The property consist of a block under asbestos roof house with electricity and water comprising two bedrooms, lounge, kitchen, toilet outside and bathroom outside.

The sale shall be subject to the following conditions:

1. The sale shall be subject to the terms and conditions of the Supreme Court and the rules made thereunder.
2. The purchaser (other than the Execution Creditor) shall pay a deposit of 10% (ten per cent) of the purchase price in cash at the time of the sale.
3. The full conditions of sale may be inspected at the office of the Sheriff for the Supreme Court, Inanda District, Area 1, 2 Mountview Shopping Centre, corner of Inanda and Jacaranda Road, Verulam.

Dated at Durban this 12th day of January 1995.

De Villiers Evans & Petit, Plaintiff's Attorneys, 41 Acutt Street, Durban. (Ref. Mrs Singh/ss/N423.7166/94.)

Case 7405/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Reuben Babo Nkwanyana**, Defendant

In pursuance of a judgment of the above Honourable Court dated 28 October 1994, a sale in execution will be held on Friday, 24 February 1995 at 10:00, at the front entrance to the Magistrate's Court, Moss Street, Verulam, the following property will be sold by the Sheriff for the Supreme Court, Inanda District, Area 1, to the highest bidder:

Ownership Unit D1989 in the Township of kwaMashu, District of Ntuzuma, in extent 420 square metres represented and described on General Plan PB 775/1989, with the postal and street address of Unit D 1989, kwaMashu.

Improvements (the following information is furnished but nothing in this regard): The property consist of a brick under tile roof house with electricity and water comprising three bedrooms, lounge, kitchen and toilet with bathroom.

The sale shall be subject to the following conditions:

1. The sale shall be subject to the terms and conditions of the Supreme Court and the rules made thereunder.
2. The purchaser (other than the Execution Creditor) shall pay a deposit of 10% (ten per cent) of purchase price in cash at the time of the sale.
3. The full conditions of sale may be inspected at the offices of the Sheriff for the Supreme Court, Inanda District, Area 1, 2 Mountview Shopping Centre, corner of Inanda and Jacaranda Roads, Verulam.

Dated at Durban this 12th day of January 1995.

De Villiers Evans & Petit, Plaintiff's Attorneys, 41 Acutt Street, Durban. (Ref. Mrs Singh/ss/N423.7165/94.)

Case 2615/94

IN THE SUPREME COURT OF SOUTH AFRICA
(Natal Provincial Division)

In the matter between **Distillers Corporation Limited**, Plaintiff, and **Anastasios Papaphilippou**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Natal Provincial Division) the following immovable property belonging to the above-named Defendant, will be sold in execution on 17 February 1995 at 10:30, in front of the Magistrate's Office, Main Street, Matatiele, Natal, to the highest bidder for cash, without reserve:

Erf 340, Matatiele, situated in the Borough of Matatiele, Administrative District of Matatiele, in extent 2 974 square metres.

The following information relating to the property is furnished but not guaranteed in any way:

1. The property is situated at 79 Main Street, Matatiele, Natal.
2. The property has been improved by the construction thereon of a dwelling and usual outbuildings.
3. The conditions of sale may be inspected at the aforesaid offices of the Sheriff and at the offices of Austen Smith, Walmsley House, 191 Pietermaritzburg Street, Pietermaritzburg, Natal, during normal office hours.

Dated at Pietermaritzburg this 13th day of January 1995.

Austen Smith, Plaintiff's Attorney, Walmsley House, 191 Pietermaritzburg Street, Pietermaritzburg. (Ref. G. R. Adie/Idt/D111.)

Case 9560/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF DURBAN HELD AT DURBAN

In the matter between **NBS Bank Limited (Reg. No. 87/10384/06)**, Execution Creditor, and **Wayne Robert Mulder**, First Execution Debtor, and **Bronwyn Erica Mulder**, Second Execution Debtor

In pursuance of a judgment in the Court for the Magistrate of Durban and writ of execution dated 6 June 1994, the property listed hereunder will be sold in execution on 2 March 1995 at 14:00, in front of the Magistrate's Court-house, Sontseu Road, Durban, to the highest bidder:

Lot 1090, Sea View, situated in the City of Durban, Administrative District of Natal, in extent seven hundred and thirty-three (733) square metres.

Postal address: 9 Sea Glen Drive, Sea View, 4094.

Town-planning zoning: Residential.

The following improvements are reported to be on the property, but nothing is guaranteed:

A single storey concrete block and tile dwelling consisting of a lounge/dining-room, kitchen, three bedrooms, bathroom, w.c., patio, carport and pergola.

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 Durban Central. A substantial bank loan can be raised for an approved purchaser with prior approval.

Dated at Pinetown this 13th day of January 1995.

King & Associates, Attorney for Execution Creditor, Fourth Floor, NBS Centre, Hill Street, Pinetown. (Tel. 701-1561.) (Ref. Mr Jenkins/nef/02/N012/254.)

Case 10599/94

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 **Aurielle Dixon**, First Execution Debtor, and **Donald William Dixon**, Second Execution Debtor

In pursuance of a judgment in the Court for the Magistrate of Pinetown and writ of execution dated 18 October 1994, the property listed hereunder will be sold in execution on 24 February 1995 at 10:00, at the front entrance to the Magistrate's Court, 22 Chancery Lane, Pinetown, to the highest bidder:

Subdivision 615 (of 30) of the farm Waterfall 978, situated in the Township of Waterfall and in the Port Natal-Ebhodwe Joint Services Board Area, Administrative District of Natal, in extent two thousand and sixty-six (2 066) square metres.

Postal address: 14 Mac Mac Drive, Waterfall, KwaZulu-Natal.

Town-planning zoning: Residential.

The following improvements are reported to be on the property, but nothing is guaranteed:

A double storey brick and thatch roof dwelling consisting of a lounge/dining-room, study, kitchen, three bedrooms, one and a half bathroom, shower and two w.c.'s.

Outbuildings: Rondavel-Cottage consisting of lounge, bedroom, bathroom, shower and w.c. and steps.

Vacant possession is not guaranteed.

The conditions of sale: The purchase price will be payable as to a deposit in cash of 10% (ten per cent) and the balance against transfer.

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff for Pinetown. A substantial bank loan can be raised for an approved purchaser with prior approval.

Dated at Pinetown this 13th day of January 1995.

King & Associates, Attorney for Execution Creditor, Fourth Floor, NBS Centre, Hill Street, Pinetown. (Tel. 701-1561.) (Ref. Mr Jenkins/nef/02/N012/330.)

Case 7451/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Thoko Betty Hlomuka**, Defendant

In pursuance of a judgment of the above Honourable Court dated 4 November 1994, a sale in execution will be held on Friday, 24 February 1995 at 10:00, at the front entrance to the Magistrate's Court, Moss Street, Verulam, the following property will be sold by the Sheriff for the Supreme Court, Inanda District, Area 1 to the highest bidder:

Ownership Unit 369, in the Township of kwaMashu H, District County of Victoria, in extent 276 square metres, represented and described on General Plan PB247/1978, with the postal and street address of Unit 369 kwaMashu- H.

Improvements:

The following information is furnished but nothing in this regard is guaranteed:

The property consists of a block under asbestos roof house with electricity and water comprising of two bedrooms, lounge, kitchen, toilet with bathroom outside.

The sale shall be subject to the following conditions:

1. The sale shall be subject to the terms and conditions of the Supreme Court and the rules made thereunder.
2. The purchaser (other than the Execution Creditor) shall pay a deposit of 10% (ten per cent) of the purchase price in cash at the time of the sale.
3. The full conditions of sale may be inspected at the offices of the Sheriff for the Supreme Court, Inanda District, Area 1, 2 Mountview Shopping Centre, corner of Inanda and Jacaranda Roads, Verulam.

Dated at Durban this 12th day of January 1995.

De Villiers Evans & Petit, Plaintiff's Attorneys, 41 Acutt Street, Durban. (Ref. Mrs Singh/ss/N423.7170/94.)

Case 7401/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Olga Polwana**, Defendant

In pursuance of a judgment of the above Honourable Court dated 24 October 1994, a sale in execution will be held on Friday, 24 February 1995 at 10:00, at the front entrance to the Magistrate's Court, Moss Street, Verulam, the following property will be sold by the Sheriff for the Supreme Court, Inanda District, Area 1 to the highest bidder:

Ownership Unit 924, in the Township of KwaMashu-H, District County of Victoria, in extent 418 square metres, represented and described on General Plan PB254/1981, with the postal and street address of Unit 924, KwaMashu- H.

Improvements:

The following information is furnished but nothing in this regard is guaranteed:

The property consists of a brick under tile roof house with electricity and water comprising of three bedrooms, lounge with dining-room, kitchen, toilet and bathroom and single garage.

The sale shall be subject to the following conditions:

1. The sale shall be subject to the terms and conditions of the Supreme Court and the rules made thereunder.
2. The purchaser (other than the Execution Creditor) shall pay a deposit of 10% (ten per cent) of the purchase price in cash at the time of the sale.
3. The full conditions of sale may be inspected at the offices of the Sheriff for the Supreme Court, Inanda District, Area 1, 2 Mountview Shopping Centre, corner of Inanda and Jacaranda Roads, Verulam.

Dated at Durban this 12th day of January 1995.

De Villiers Evans & Petit, Plaintiff's Attorneys, 41 Acutt Street, Durban. (Ref. Mrs Singh/ss/N423.7164/94.)

Case 6865/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PINETOWN HELD AT PINETOWN

In the matter between **ABSA Bank Limited**, (No. 86/0479/06), Execution Creditor, and **Mr S. C. Msomi**, Execution Debtor

In pursuance of a judgment granted on 3 August 1993, in Pinetown, Magistrate's Court, and under a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on Friday, 24 February 1995 at 10:00, in front of the Magistrate's Court, 22 Chancery Lane, Pinetown, to the highest bidder:

Description: A certain piece of land being Ownership Unit 5093, in the Township of kwaNdegezi, a County of Durban, held under Deed of Grant 6375/86, in extent 488 (four hundred and eighty-eight) square metres.

Postal address: Unit 5903, Unnamed Road, kwaNdegezi.

Improvements: Brick under asbestos dwelling consisting of lounge, kitchen, dining-room, bedroom, bathroom and toilet.

Town-planning: Zoning: Special Residential. Special privileges: Nil.

Nothing is guaranteed in these respects.

Material conditions:

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.
2. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price in cash or by bank-guaranteed cheque at the time of the sale, the balance against transfer to be secured by a bank or building society guarantee to be approved by the Plaintiff's attorneys to be furnished to the Magistrate's Court Sheriff, within 14 (fourteen) days after the date of sale.
3. If more than one property is to be sold, the properties may be purchased separately, unless this is precluded by the conditions of title or law.

The full conditions may be inspected at the offices of the Sheriff for the Magistrate's Court, 2 Samkit Centre, 62 Cabersham Road, Pinetown, or at our offices.

Dated at Durban on this the 9th day of January 1995.

Browne Brodie & Co., Plaintiff's Attorneys, 12th Floor, United Building, 291 Smith Street, Durban, 4001; P.O. Box 714, Durban, 4000. [Tel. (013) 304-7614/5.] (Ref. CMK/A267/017990/Mrs Chelin.)

Case 9817/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PINETOWN HELD AT PINETOWN

In the matter between **ABSA Bank Limited**, No. 86/04794/06, trading as United Bank, Plaintiff, and **Peter Charles Tupper**, First Defendant, and **Cherie-Lee Tupper**, Second Defendant

In pursuance of a judgment granted on 8 November 1994 in the Court of the Magistrate, Pinetown, and under a writ of execution issued thereafter, the immovable property listed hereunder shall be sold in execution to the highest bidder on 24 February 1994 at 10:00, at the front entrance of the Magistrate's Court Building, 22 Chancery Lane, Pinetown:

Description: Subdivision 5 of Lot 1967, Queensburgh, situated in the Borough of Queensburgh, Administrative District of Natal, in extent 1 565 (one thousand five hundred and sixty-five) square metres, street address 7 Parkers Hill, Queensburgh.

Improvements: Brick under tile dwelling, comprising three bedrooms, lounge, kitchen, toilet and bathroom, shower and toilet, single garage, double carport and tennis court, the nature, extent, condition and existence of the improvements are not guaranteed, and are sold voetstoots.

Town-planning zoning: Special Residential.

Special privileges: Nil.

Nothing is guaranteed in the above respects.

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, as amended, and the rules made thereunder.

2.1. The purchaser shall in addition to the auctioneer's commission, pay a deposit of 10% (ten per cent) of the purchase price in cash on the day of the sale and the balance against transfer which shall be secured by a bank or building society guarantee in a form acceptable to Plaintiff's conveyancers, which guarantee shall be delivered by the purchaser to the Sheriff within fourteen (14) days from the date of the sale and shall provide for the payment of the full balance and any such interest payable as provided for hereunder.

2.2 The purchaser shall be liable for payment of interest at the rate payable to the Plaintiff at the time of the sale on the amount of the Plaintiff's claim from date of sale (and in the event of there being any other preferent creditor (bondholder), then the interest payable upon such preferent creditor's claim, until the date of transfer.

2.3 Transfer shall be effected by the attorneys of the Plaintiff and the purchaser shall pay all the transfer dues, including transfer duty, current and any arrear rates any of the necessary charges to effect transfer upon request by the said attorneys.

The full conditions of sale may be inspected at the offices of the Sheriff for the Magistrate's Court, Pinetown, 2 Samkit Centre, 62 Caversham Road, Pinetown.

Dated at Durban on this the 5th day of January 1995.

A. J. McNabb, Strauss Daly Inc., Plaintiff's Attorneys, 11th Floor, The Marine, 22 Gardiner Street, Durban. (Ref. Z28976/JR.)

Case 7551/94

IN THE SUPREME COURT OF SOUTH AFRICA
(Durban and Coast Local Division)

In the matter between **ABSA Bank Limited**, Plaintiff, and **Mrs Ntombifuthi Theophiline Molefe**, Defendant

In execution of a judgment granted by the Supreme Court of South Africa (Durban and Coast Local Division) on 31 October 1994 in the above-named suit, the following immovable property will be sold by public auction by the Sheriff of the Supreme Court, Durban, on the steps of the Supreme Court, Durban, on Friday, 17 February 1995 at 10:00, on conditions which will be read out by the Sheriff before the sale, and which conditions are in the possession of the Sheriff and may be inspected at his office at 101 Lejaton, 40 St George's Street, Durban, namely:

Subdivision 4 of Lot 3606, Isipingo Extension 24, situated in the Borough of Isipingo and in the Port Natal-Ebhodwe Joint Services Board Area, Administrative District of Natal, in extent 169 (one hundred and sixty-nine) square metres, which property is physically situated at 17 Agalpa Crescent, Lotus Park, Isipingo, 4110 and which property is held by the above-named Defendant under and by virtue of Deed of Transfer T11317/93.

Improvements: Without constituting a warranty of any nature, the property has been improved by the erection thereon of brick under tile dwelling consisting of entrance, lounge/dining-room, kitchen, three bedrooms and bathroom/toilet.

Zoning: The property is zoned for special Residential 4, purposes and enjoys no special consents in respect of its zoning.

Terms: The purchase price will be payable subject to the conditions of sale, as follows:

(a) 10% (ten per cent) of the purchase price together with the Sheriff's commission on the sale to be paid immediately in cash on the date of sale.

(b) All current and arrear rates, taxes, electrical, sanitary, water and other fees or charges to be paid in cash within 7 (seven) days of the date of sale together with costs of transfer and transfer duty.

(c) The balance of the purchase price together with interest at the rate of 18% (eighteen per cent) per annum, compounded monthly in advance on the amount referred to in the conditions of sale to date of transfer both days inclusive, to be secured by an acceptable guarantee to be furnished within 14 (fourteen) days after the date of sale.

Dated at Durban on this the 8th day of December 1994.

Browne Brodie & Co., Plaintiff's Attorneys, 12th Floor, United Building, 291 Smith Street, Durban, 4001; P.O. Box 714, Durban, 4000. [Tel. (013) 304-7614/5.] (Ref. CMK/U177/039980/Mrs Chelin.)

Case 480/91

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MTUNZINI HELD AT MTUNZINI

In the matter between **KwaZulu Finance & Investment Corp. Ltd**, Plaintiff, and **Sibusiso Griffis Ngwenya**, Defendant

In pursuance of a judgment granted on 8 August 1991, in the above Court, and a warrant of execution issued thereafter, the immovable property listed hereunder shall be sold in execution to the highest bidder, on 21 February 1995 at 09:00, to be held at Magistrate's Court, Mtunzini:

1. (a) *Deeds office description:* Ownership Unit H2775, situated in the Township of Esikhawini, District Ongoye, in extent 338 (three hundred and thirty-eight) square metres.

(b) *Street address:* Unit No. H2775 Esikhawini.

(c) *Property description* (not warranted to be correct): Single storey block under asbestos roof dwelling comprising of lounge/dining-room, bedroom, kitchen and bathroom/toilet. The property is fully electrified and on main sewerage.

(d) *Zoning/Special privileges or exemptions:* No special privileges or exemption. Zoned Residential.

2. The conditions of sale may be inspected at the office of the Clerk of the Court, Mtunzini, and at the office of the Sheriff of the Magistrate's Court, 8 Hulley Road, Mtunzini.

3. The sale shall be by public auction without reserve to the highest bidder.

Dated at Empangeni this 11th day of January 1995.

Truter James de Ridder, Lincoln's Inn, 1 Victoria Lane, 7 Maxwell Street, Empangeni. [Ref. Mr De Ridder/aeh/664/91 (05/k207/664).]

Case 6158/94

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 **Henry Cecil Ryan**, First Defendant, and **Petronella Monica Ryan**, Second Defendant

In pursuance of a judgment granted in the Supreme Court of South Africa (Durban and Coast Local Division), under writ of execution issued thereafter, the immovable property listed hereunder will be sold to the highest bidder without reserve on the steps of the Supreme Court, Masonic Grove, Durban, on Friday, 24 February 1995 at 10:00:

Description: Subdivision 2257 of the farm Mobeni 13538, situated in the City of Durban, Administrative District of Natal, in extent 718 (seven hundred and eighteen) square metres, held under Deed of Transfer T11766/93.

Physical address: 24 Doddington Crescent, Woodlands, Durban, Natal.

Zoning: Special Residential.

The property consists of the following:

House - cement under tiled roof.

Main house: Three bedrooms, toilet - Lino floor, bathroom - bath/basin and toilet, lounge - carpeted, dining-room - carpeted and kitchen - Lino floor - no fitted cupboards.

Servants' quarters - separate and room with toilet/shower.

The property is 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 centum) of the purchase price and the auctioneer's commission in cash immediately after the sale and the balance against transfer to be secured by a bank or building society guarantee, to be furnished to the Plaintiff's attorneys within 14 (fourteen) days after the date of sale, to be approved by the Plaintiff's attorneys.

3. Transfer shall be effected by the attorneys for the Plaintiff and the purchaser shall pay all transfer dues, including transfer duty, current and/or arrear levies/rates and/or Value-Added Tax and other necessary charges to effect transfer upon request by the sale attorneys.

4. The full conditions of sale may be inspected at the offices of the Sheriff of the Supreme Court, Durban South, 101 Lejaton, 40 St George's Street, Durban, Natal.

Dated at Durban this 12th day of January 1995.

Garlicke & Bousfield Inc., Plaintiff's Attorneys, 22nd Floor, Durban Bay House, 333 Smith Street, Durban, 40001. (Ref. S. L. Mayes/SB.679/J. C. Jones.)

Case 3451/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Natal Provincial Division)

In the matter between **KwaZulu Finance & Investment Corporation Limited**, Plaintiff, and **Giniza Lina Maseko**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Natal Provincial Division), the following immovable property belonging to the above-named Defendant, will be sold in execution on 17 February 1995 at 12:00, at the main south entrance to the Magistrate's Court, Umlazi, near the National and KwaZulu Flag Post, to the highest bidder for cash, without reserve:

The following information relating to the property is furnished but not guaranteed in any way:

Ownership Unit 250 Unit Z, in the Township of Umlazi, District of Umlazi, in extent of 367 (three hundred and sixty-seven) square metres, represented and described on Deed of Grant G3496/87.

1. The property is situated at Ownership Unit 569 Unit BB, in the Township of Umlazi, District of Umlazi.

2. The property has been improved by the erection of an asbestos roof dwelling-house thereon, consisting of two bedrooms, dining-room, bathroom and kitchen.

3. The conditions of sale may be inspected at the aforesaid offices of the Sheriff and at the offices of Austen Smith, Walmsley House, 191 Pietermaritz Street, Pietermaritzburg, Natal, during normal office hours.

Dated at Pietermaritzburg this 12th day of January 1995.

Austen Smith, Plaintiff's Attorneys, Walmsley House, 191 Pietermaritz Street, Pietermaritzburg. (Ref. PRJD/myb/45/K0246/B4.)

Case 7803/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between **First National Bank of Southern Africa Limited**, Plaintiff, and **Nomusa Roseline Khalala**, Defendant

In pursuance of a judgment of the Supreme Court of South Africa (Durban and Coast Local Division), dated 18 November 1994, and a warrant of execution issued thereafter, the immovable property which is described hereunder will be sold in execution, by the Sheriff for the Supreme Court, Inanda District One, on 17 February 1995 at 10:00, at the front entrance of the Magistrate's Court, Moss Street, Verulam, without reserve:

Property description: Site A24, situated in the Township, District of Ntuzuma, in extent 243 (two hundred and forty-three) square metres, held under Deed of Grant G003043/89 subject to the conditions therein contained.

Physical address of property: A24, kwaMashu.

Zoning of property: Special Residential.

Improvements of property (but nothing is guaranteed in respect thereof): A brick and tile house with electricity and water, consisting of lounge with dining-room, three bedrooms, kitchen and toilet with bathroom.

1. The sale shall be subject to the terms and conditions of the Supreme Court Act and the rules made thereunder.
2. The purchaser shall pay a deposit of 10% (ten per centum) of the purchase price in cash together with auctioneer's commission, in cash immediately after the sale. The balance of the purchase price is payable against transfer to be secured by a bank or building society guarantee approved by the Execution Creditor's attorneys and to be furnished to the Sheriff, within fourteen (14) days after the date of the sale.
3. Payment of Value-Added Tax which may be applicable in terms of Act No. 89 of 1991, shall be borne by the purchaser.
4. The purchaser shall be liable for the payment of interest to the Execution Creditor and to the bondholder/s (if any) from date of sale to date of registration of transfer, as set out in the conditions of sale.
5. Transfer will be effected by the attorneys for the Execution Creditor and the purchaser shall pay all the transfer costs including arrear and current rates, sewerage connection costs (if any), taxes, levies and other charges necessary to effect transfer on request by the said attorneys.
6. The full conditions of sale may be inspected at the offices of the Sheriff for the Supreme Court, Inanda District One, 2 Mountview Shopping Centre, corner of Inanda and Jacaranda Roads, Verulam.

Dated at Durban this 11th day of January 1995.

Woodhead Bigby & Irving, Plaintiff's Attorneys, 650 Mansion House, 12 Field Street, Durban. (Tel. 304-4706.) (Ref. SWA/lp15F1948A4.)

Case 2038/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF DURBAN HELD AT DURBAN

In the matter between **Body Corporate of Glenariff**, Plaintiff, and **N. P. Hlatshwayo**, Defendant

In pursuance of a judgment granted on 23 February 1995 in the Magistrate's Court, Durban, and under a warrant of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 23 February 1995 at 14:00, to take place in front of the Magistrate's Court, Sontseu Road, Durban:

Description: A unit consisting of section 8 as shown and more fully described on Sectional Plan 245/1984 in the building or buildings known as Glenariff, situated at Durban of which the floor area, according to the said sectional plan is 74 square metres in extent;

and an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan;

Postal address: Flat 8, Glenariff, 96 Umbilo Road, Glenwood, Durban.

Held by the Defendant in her name under Certificate of Registered Sectional Title ST2162/1993.

Improvements: Flat consisting of one and a half bedrooms, kitchen, bathroom and toilet and lounge *cum* dining-room.

Nothing is guaranteed in these respects and is sold voetstoots.

Material conditions:

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.
 2. The purchaser shall pay a deposit of 10% (ten per centum) of the purchase price in cash immediately after the sale, the balance against transfer to be secured by a bank or building society guarantee to be approved by the Plaintiff's attorney, to be furnished to the Sheriff within fourteen (14) days after the date of sale.
 3. The purchaser shall pay interest at the rate of presently charged by the Bondholder ABSA Bank from the date of sale to date of transfer.
 4. The full conditions may be inspected at the offices of the Sheriff of the Magistrate's Court, Durban Central, 21 Stafmeyer House, Beach Grove, Durban, or at the offices of the Meumann & White.
- Meumann & White, Plaintiff's Attorneys, Fourth Floor, Founders House, 15 Parry Road, Durban. (Ref. GP/019197/B662/KG.)

Case 71800/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF DURBAN HELD AT DURBAN

In the matter between **Nedcor Bank Limited**, Execution Creditor, and **Bonga Bhelukwenza Shange**, Execution Debtor

In pursuance of a judgment granted on 15 February 1993 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 Friday, 24 February 1995 at 10:00, at the Main East Entrance to the Magistrate's Court, Umbumbulu, to the highest bidder:

Description: A certain piece of land being: Ownership Unit A32, in the Township of kwaMakhutha, District of Umbumbulu, in extent three hundred and twenty-five (325) square metres, postal address A32, kwaMakhutha.

Improvements: Block dwelling consisting of two bedrooms, bathroom, kitchen, dining-room and has electricity. Outbuildings—three rooms and toilet. Nothing is guaranteed in these respects.

Material conditions:

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.
2. The purchaser shall pay a deposit of 10% (ten per centum) of the purchase price in cash at the time of the sale, the balance against transfer to be secured by a bank or building society guarantee to be approved by the 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 effected 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, Umbumbulu or at our offices.

Dated at Durban this 24th day of January 1995.

Meumann & White, Plaintiff's Attorneys, Fourth Floor, Founders House, 15 Parry Road, Durban. (Ref. Mr Berry/vdg/002727.)

Case 16216/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF DURBAN HELD AT DURBAN

In the matter between **NBS Bank Limited**, Reg. No. 87/01384/06, Plaintiff, and **Bhugwathypersad Babulal**, First Defendant, and **Gyanmathi Babulal**, married in c.o.p., Second Defendant

In pursuance of a judgment granted on 16 June 1994, in the Magistrate's Court for the District of Durban held at Durban the property listed hereunder will be sold in execution on Friday, 24 February 1995 at 10:00, in front of the Magistrate's Court, Moss Street, Verulam:

Description: Lot 1164, Palmview, situated in the City of Durban, Administrative District of Natal, in extent (240) square metres; postal address 7 Ferapalm Close, Palmview, Phoenix.

Improvements: Block under tile dwelling consisting of three bedrooms, lounge, kitchen, toilet and bathroom together with water and light facilities.

Vacant possession is not guaranteed. Nothing in respect of the sale notice is guaranteed.

The conditions of sale: The purchase price will be payable as to a deposit in cash of 10% (ten per centum) and the balance against transfer.

The full conditions of sale which will be read immediately prior to the sale, may be inspected at Sheriff's Office, Verulam, 2 Mountview Shopping Centre, corner of Inanda and Jacaranda Road, Verulam.

A substantial bank loan can be raised for an approved purchaser with prior approval.

Dated at Durban on this 10th day of January 1995.

Mulla & Mulla, Plaintiff's Attorneys, Second Floor, Halvert House, 412 Smith Street, Durban, 4000. (Tel. 307-7377.) (Ref. 12 1431 005: RN.)

Case 53349/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF DURBAN HELD AT DURBAN

In the matter between **NBS Bank Limited** (Reg. No. 87/01384/06), Plaintiff, and **Johnny Reddy**, First Defendant, and **Neela Reddy**, married in c.o.p., Second Defendant

In pursuance of a judgment granted on 18 October 1994, in the Magistrate's Court for the District of Durban held at Durban the property listed hereunder will be sold in execution on Tuesday, 21 February 1995 at 14:00, in front of the Magistrate's Court, Somtseu Road, Durban:

Description: Subdivision 116 of Lot 316, Duiker Fontein, situated in the City of Durban, Administrative District of Natal, in extent 1 167 (one thousand one hundred and sixty-seven) square metres;

Postal address: 23 Mogul Crescent, Effingham Heights, Durban.

Improvements: Dwelling consisting of face brick—tile, lounge, dining-room and TV-room, hob and extra fan oven, scullery, kitchen, laundry room, servants' quarters, en suite, bathroom, toilet, shower, bedroom, toilet, washbasin, shower, double lock up garage, two main en suite, shower, washbasin, toilet, balcony, main en suite, jacuzzi, shower, washbasin, toilet and bedroom.

Vacant possession is not guaranteed. Nothing in respect of the sale notice is guaranteed.

The conditions of sale: The purchase price will be payable as to a deposit in cash of 10% (ten per centum) and the balance against transfer.

The full conditions of sale which will be read immediately prior to the sale, may be inspected at Sheriff's Office, Durban North, 15 Milne Street, Durban.

A substantial bank loan can be raised for an approved purchaser with prior approval.

Dated at Durban on this 6th day of January 1995.

Mulla & Mulla, Plaintiff's Attorneys, Second Floor, Malvert House, 412 Smith Street, Durban, 4000. (Tel. 307-7377.) (Ref. 12 1430 838: RN.)

Case 53626/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF DURBAN HELD AT DURBAN

In the matter between **ABSA Bank Limited** (Allied Bank Division), Execution Creditor, and **Haydon Brett Dunn**, First Execution Debtor, and **Michelle Lorna Dunn**, Second Execution Debtor

In pursuance of a judgment granted on 16 September 1994 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 Friday, 24 February 1995 at 10:00, at the front steps of the Magistrate's Court, Scottburgh, to the highest bidder:

Description: A certain piece of land being: Lot 136, Mtwalumi, situated in the Development Area of Mtwalumi and in the Southern Natal Joint Services Board Area, Administrative District of Natal, in extent four thousand and forty-seven (4 047) square metres, postal address Lot 136, Mtwalumi. *Improvements:* Vacantland. Nothing is guaranteed in these respects.

Material conditions:

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.
2. The purchaser shall pay a deposit of 10% (ten per centum) of the purchase price in cash at the time of the sale, the balance against transfer to be secured by a bank or building society guarantee to be approved by the 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 effected by the attorneys of the Plaintiff and the purchaser shall pay all 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, Savell Place, Scottburgh, or at our offices.

Meumann & White, Plaintiff's Attorneys, Fourth Floor, Founders House, 15 Parry Road, Durban. (Ref. Mr Berry/vdg/026262.)

Case 6027/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF LOWER UMFOLOZI HELD AT EMPANGENI

In the matter between **KwaZulu Finance & Investment Corp. Ltd**, Plaintiff, and **Anthony Thembitshe Myeni**, Defendant

In pursuance of a judgment granted on 1 December 1993 in the above Court, and a warrant of execution issued thereafter, the immovable property listed hereunder shall be sold in execution to the highest bidder on 23 February 1995 at 11:00, to be held on the front steps of the Magistrate's Court, Union Street, Empangeni:

1. (a) *Deeds office description:* Ownership Unit A272, situated in the Township of Nseleni, District Enseleni, in extent 450 (four hundred and fifty) square metres.

1. (b) *Street address:* Unit A272, Nseleni Township.

1. (c) *Property description (not warranted to be correct):* Single storey block under asbestos roof dwelling comprising of two bedrooms, lounge, kitchen and bathroom. The property is fully electrified and on main sewerage.

1. (d) *Zoning/special privileges or exceptions:* No special privileges or exemption. Zoned Residential.

2. The conditions of sale may be inspected at the office of the Clerk of the Court, Empangeni, and at the office of the Sheriff of the Magistrate's Court, Old Sugar Mill, Nyala Park, Empangeni.

3. The sale shall be by public auction without reserve to the highest bidder.

Dated at Empangeni this 9th day of January 1995.

Truter James De Ridder, Lincoln's Inn, 1 Victoria Lane, 7 Maxwell Street, Empangeni. [Our ref. Mr De Ridder/AEH/563/93 (05/K600/563)].

Case 220/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MTUNZINI HELD AT MTUNZINI

In the matter between **KwaZulu Finance & Investment Corporation Limited**, Plaintiff, and **Robert Nkosinathi Mandlenkosi Ngema**, Defendant

In pursuance of a judgment granted on 25 May 1994, in the above Court, and a warrant of execution issued thereafter, the immovable property listed hereunder shall be sold in execution to the highest bidder on 21 February 1995 at 09:00, to be held at Magistrate's Court, Mtunzini:

1. (a) *Deeds office description:* Ownership Unit J2553, situated in the Township of Esikhawini, District of Ongoye, in extent 338 (three hundred and thirty-eight) square metres.

1. (b) *Street address:* Unit J2553, Esikhawini.

1. (c) *Property description (not warranted to be correct):* Single storey block under asbestos roof dwelling comprising of lounge/dining-room, bedroom, kitchen and bathroom/toilet. The property is fully electrified and on main sewerage.

1. (d) *Zoning/special privileges or exceptions:* No special privileges or exemption. Zoned Residential.

2. The conditions of sale may be inspected at the office of the Clerk of the Court, Mtunzini, and at the office of the Sheriff of the Magistrate's Court, 8 Hulley Road, Mtunzini.

3. The sale shall be by public auction without reserve to the highest bidder.

Dated at Empangeni this 9th day of January 1995.

Truter James de Ridder, Lincoln's Inn, 1 Victoria Lane, 7 Maxwell Street, Empangeni. [Ref. Mr De Ridder/AEH/735/94 (05/K600/735).]

Case 1250/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF LOWER UMFOLOZI HELD AT EMPANGENI

In the matter between **KwaZulu Finance & Investment Corporation Ltd**, Plaintiff, and **Daniel Mpungose**, Defendant

In pursuance of a judgment granted on 29 March 1993, in the above Court, and a warrant of execution issued thereafter, the immovable property listed hereunder shall be sold in execution to the highest bidder on 23 February 1995 at 11:00, to be held on the front steps of the Magistrate's Court, Union Street, Empangeni:

1. (a) *Deeds office description*: Ownership Unit A1356, situated in the Township of Enseleni, District of Nseleni, in extent 800 (eight hundred) square metres.

1. (b) *Street address*: Ownership Unit A1356, Nseleni Township.

1. (c) *Property description* (not warranted to be correct): Single storey block under asbestos roof dwelling comprising of lounge/dining-room, two bedrooms, kitchen and bathroom. The property is fully electrified and on main sewerage.

1. (d) *Zoning/special privileges or exemptions*: No special privileges or exemption. Zoned residential.

2. The conditions of sale may be inspected at the office of the Clerk of the Court, Empangeni, and at the office of the Sheriff of the Magistrate's Court, old Sugar Mill, Nyala Park, Empangeni.

3. The sale shall be by public auction without reserve to the highest bidder.

Dated at Empangeni this 9th day of January 1995.

Truter James de Ridder, Lincoln's Inn, 1 Victoria Lane, 7 Maxwell Street, Empangeni. [Ref. Mr De Ridder/AEH/05/K600/256 (256/93).]

Case 055252/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF DURBAN HELD AT DURBAN

In the matter between **Wootin (Proprietary) Limited**, Plaintiff, and **Sean Mark Clayton**, and **Charmaine Odette Clayton**, Defendants

In pursuance of a judgment on 1 September 1994, in the Magistrate's Court, Durban, and under a writ of execution issued thereafter, the immovable property listed hereunder shall be sold in execution to the highest bidder on 21 February 1995 at 14:00, in front of the Magistrate's Court, Sontseu Road, Durban:

Description: Section 11, as shown and more fully described on Sectional Plan SS297/1993, in the scheme known as Blue Jade, in respect of the land and building or buildings situated at West Riding, City of Durban, of which section the floor area is sixty-four (64) square metres in extent; and

an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan.

Street address: 11 Blue Jade, 50 Summit Drive, Westriding.

Improvements: Brick/tile simplex dwelling, comprising of open plan lounge/kitchen, floor tiled, bathroom with toilet - wasbasin/tub and two bedrooms - carpeted. Municipal water supply.

Nothing in this regard is guaranteed.

Material conditions:

1. This sale shall be subject to the provisions of the Magistrates' Courts Act (Act No. 32 of 1944, as amended) and the rules made thereunder.

2. The purchase price shall be paid by means of a deposit of 10% (ten per cent) thereof in cash immediately on the property being knocked down to the purchaser and the balance is to be secured by a bank or building society guarantee to be handed to the Messenger within fourteen (14) days after date of sale.

3. The purchaser shall pay to the Messenger of the Court commission calculated at 5% (five per cent) on the first R20 000 and 3% (three per cent) on the balance of the purchase price immediately after the sale.

4. The property is sold as it stands and subject to any servitudes or conditions of title that may be registered against the property.

5. The full conditions of sale may be inspected at the offices of the Plaintiff/Judgment Creditor's attorneys hereunder or at the offices of the Sheriff Durban-North, 15 Milne Street, Durban.

Dated at Durban this 22nd day of December 1994.

Phipson-De Villiers, Plaintiff's Attorneys, Fourth Floor, RMS Syfrets House, 331 Smith Street, Durban. (Tel. 304-7794.) (Ref. Mr Lindemann/02B082007.)

Case 984/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Natal Provincial Division)

In the matter between **First National Bank of SA Limited**, Plaintiff, and **Yvonne Elizabeth Frankson**, Defendant

In pursuance of a judgment of the Supreme Court of South Africa (Natal Provincial Division), given at Pietermaritzburg, on 26 September 1994, the following immovable property will be sold in execution on Friday, 17 February 1995 at 09:00, at the office of the Sheriff, No. 5 Courtyard, Derek Hall, Loop Street, Pietermaritzburg, Natal, to the highest bidder:

Subdivision (of 301) of Lot 1692, Pietermaritzburg, situated in the City of Pietermaritzburg, Administrative District of Natal, in extent 580 square metres, which property is held under Deed of Transfer T11827/1989.

The following information is furnished regarding the property but is not guaranteed:

1. The property is situated at 4 Hillview Place, Eastwood, Pietermaritzburg.
2. The property consists of a plastered brick under tile residence comprising entrance hall, lounge, family room, dining-room, two bathrooms, three bedrooms (mes), double garage, maid's room with toilet and shower:

Conditions of sale:

1. The sale shall be subject to the terms and conditions relating to sales in execution in the Supreme Court.
2. The purchaser shall pay 10% (ten per cent) of the purchase price in cash at the time of the sale and the balance shall be paid or secured by a bank or building society guarantee approved by the Execution Creditor's attorneys to be furnished to the Sheriff of the Supreme Court, Pietermaritzburg, within twenty-one (21) days of the date of sale. The full conditions of sale can be inspected at the office of the Sheriff of the Supreme Court for the District of Pietermaritzburg.

3. The sale shall be subject to a reserve price of R2 500.

Dated at Pietermaritzburg this 1st day of January 1995.

Von Klemperer Davis & Harrison Inc., Plaintiff's Attorneys, 2 Princess Street, Pietermaritzburg.

Case 2005/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between **The Standard Bank of South Africa Limited**, Plaintiff, and **Sanjaykumar Pillay**, 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 front entrance of the Magistrate's Court, Moss Street, Verulam, on Friday, 17 February 1995 at 10:00:

Description: Lot 846, Shastri Park, situated in the City of Durban, Administrative District of Natal, in extent 275 (two hundred and seventy-five) square metres, held under Deed of Transfer T24105/92.

Physical address: 11 Sandpark Place, Shastri Park, Phoenix, Natal.

Zoning: Special residential.

The property consists of the following:

Block under asbestos semi-detached house with hot and cold water consisting of lounge, toilet/bathroom together with wash-basin, kitchen and two bedrooms.

Nothing in this regard is guaranteed.

1. The sale shall be subject to the terms and conditions of the Supreme Court Act and the rules made thereunder.
2. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price and the auctioneer's commission in cash immediately after the sale and the balance against transfer to be secured by a bank or building society guarantee to be furnished to the Plaintiff's attorneys within 14 (fourteen) days after the date of sale, to be approved by the Plaintiff's Attorneys.
3. Transfer shall be effected by the attorneys for the Plaintiff and the purchaser shall pay all transfer dues, including transfer duty, current and/or arrear levies/rates and/or Value-Added Tax and other necessary charges to effect transfer upon request by the sale attorneys.
4. The full conditions of sale may be inspected at the offices of the Sheriff of the Supreme Court, 2 Mountview Shopping Centre, corner of Inanda and Jacaranda Road, Verulam, Natal.

Dated at Durban this 10th day of January 1995.

Goodrickes, Plaintiff's Attorneys, 24th Floor, 320 West Street, Durban, 4001. (Ref. Mr J. A. Allan/S6432/mvr.)

Case 985/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Natal Provincial Division)

In the matter between **First National Bank of S.A. Limited**, Plaintiff, and **Yvonne Elizabeth Frankson**, Defendant

In pursuance of a judgment of the Supreme Court of South Africa (Natal Provincial Division), given at Pietermaritzburg, on 4 October 1994, the following immovable property will be sold in execution on Friday, 17 February 1995 at 09:00, at the office of the Sheriff, 5 Courtyard, Derek Hall, Loop Street, Pietermaritzburg, Natal, to the highest bidder:

Subdivision 5 of Lot 2140, Pietermaritzburg, situated in the City of Pietermaritzburg, Administrative District of Natal, in extent 531 square metres; which property is held under Deed of Transfer T551/1991.

The following information is furnished regarding the property but is not guaranteed:

1. The property is situated at 405 Boom Street, Pietermaritzburg.
2. The property consists of a plastered brick under IBR double storey residence comprising lounge, dining-room, two bathrooms, five bedrooms and a kitchen. There is also a flat comprising lounge, two bedrooms, bathroom and kitchen.

Conditions of sale:

1. The sale shall be subject to the terms and conditions relating to sales in execution in the Supreme Court.

2. The purchaser shall pay 10% (ten per cent) of the purchase price in cash at the time of the sale and the balance shall be paid or secured by a bank or building society guarantee approved by the Execution Creditor's attorneys to be furnished to the Sheriff of the Supreme Court, Pietermaritzburg within twenty one (21) days of the date of the sale. The full conditions of sale can be inspected at the office of the Sheriff of the Supreme Court for the District of Pietermaritzburg.

3. The sale shall be subject to a reserve price of R2 500.

Dated at Pietermaritzburg this 4th day of January 1995.

Von Klemperer Davis & Harrison Inc., Plaintiff's Attorneys, 2 Princess Street, Pietermaritzburg.

Case 5155/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between **First National Bank of Southern Africa Limited**, Plaintiff, and **Vartharajah Dorasamy Reddy**, First Defendant, and **Hanswathi Reddy**, Second Defendant

In pursuance of a judgment of the Supreme Court of South Africa (Durban and Coast Local Division), in the above-mentioned suit, a sale will be held by the Sheriff, Pinetown, at the front entrance to the Magistrate's Court, 22 Chancery Lane, Pinetown, on Friday, 17 February 1995 at 10:00 of the undermentioned property to the highest bidder on conditions to be read by the Sheriff at the time of the sale.

The property is described as Lot 3676, Reservoir Hills (Extension 15, situated in the City of Durban, Administrative District of Natal, in extent one thousand four hundred and seven (1 407) square metres and held under Deed of Transfer T33215/92.

Street address: 63 Newcastle Avenue, Reservoir Hills, Durban.

Improvements: A brick under tile dwelling in three stages comprising:

1. Lounge/dining-room, kitchen and toilet.
2. Master bedroom with ensuite.
3. TV-lounge, two rooms, toilet/shower.

Outside toilet and single garage:

Zoning: Special residential (nothing guaranteed):

Full conditions of sale may be inspected at the office of the Sheriff of the Supreme Court, 2 Samkit Centre, 62 Caversham Road, Pinetown.

Dated at Durban this 23rd day of December 1994.

Livingston Leandy Inc., Plaintiff's Attorneys, 10th Floor, First National Bank Building, corner of Smith and Field Streets, Durban. (Ref. Mr G. A. Pentecost.)

Case 731/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MTUNZINI HELD AT MTUNZINI

In the matter between **KwaZulu Finance & Investment Corp. Ltd**, Plaintiff, and **Jabulani Norman Gumede**, Defendant

In pursuance of a judgment granted on 3 November 1994, in the above Court, and a warrant of execution issued thereafter, the immovable property listed hereunder shall be sold in execution to the highest bidder on 21 February 1995 at 09:00, to be held at the Magistrate's Court, Mtunzini:

1. (a) *Deeds office description:* Ownership Unit H3700, situated in the Township of Esikhawini, District Ongoye, in extent 420 (four hundred and twenty) square metres.

(b) *Street address:* Ownership Unit H3700 Esikhawini.

(c) *Property description* (not warranted to be correct): Single storey block under asbestos roof dwelling comprising of lounge, two bedrooms, kitchen and bathroom. The property is fully electrified and on main sewerage.

(d) *Zoning/Special privileges or exemptions:* No special privileges or exemption. Zoned Residential.

2. The conditions of sale may be inspected at the office of the Clerk of the Court, Mtunzini, and at the office of the Sheriff of the Magistrate's Court, 8 Hulley Road, Mtunzini.

3. The sale shall be by public auction without reserve to the highest bidder.

Dated at Empangeni this 9th day of January 1995.

Truter James de Ridder, Lincoln's Inn, 1 Victoria Lane, 7 Maxwell Street, Empangeni. (Ref. Mr de Ridder/aeh/731/94(05/K771/24.)

Case 3335/94

IN THE SUPREME COURT OF SOUTH AFRICA
(Natal Provincial Division)

In the matter between **KwaZulu Finance & Investment Corporation Limited**, Plaintiff, and **Nhlanhla Ernest Mofokeng**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Natal Provincial Division), the following immovable property belonging to the above-named Defendant, will be sold in execution on 17 February 1995 at 09:30, at the Sheriff's Office, 5 Courtyard, Derek Hall, 172 Loop Street, Pietermaritzburg, Natal, to the highest bidder for cash, without reserve:

Ownership Unit 1138, Unit A, in the Township of Edendale, District of Pietermaritzburg, Natal, in extent 348 (three hundred and forty-eight) square metres, held by Deed of Transfer TF102/1993.

The following information relating to the property is furnished but not guaranteed in any way:

1. The property is situated at Site 1138, Unit A, in the Township of Edendale, District of Pietermaritzburg, Natal.
2. The property has been improved by the construction thereon of a dwelling and usual outbuildings.
3. The conditions of sale may be inspected at the aforesaid offices of the Sheriff and at the offices of Austen Smith, Walmsley House, 191 Pietermaritz Street, Pietermaritzburg, Natal, during normal office hours.

Dated at Pietermaritzburg on this the 19th day of December 1994.

Austen Smith, Plaintiff's Attorney, Walmsley House, 191 Pietermaritz Street, Pietermaritzburg. (Ref. PRJD/myb/42/K0244/B4.)

Case 5412/94

IN THE SUPREME COURT OF SOUTH AFRICA
(Durban and Coast Local Division)

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Vusi Douglas Ngobese**, First Defendant, and **Phelaphi Gladys Ngobese**, Second Defendant

In pursuance of a judgment of the Supreme Court of South Africa (Durban and Coast Local Division), in the above-mentioned suit, a sale will be held by the Sheriff, Durban South, on the steps of the Supreme Court, Durban, on Friday, 17 February 1995 at 10:00, of the undermentioned property to the highest bidder on conditions to be read by the Sheriff at the time of the sale:

The property is described as: All the Mortgagor's right, title and interest in the leasehold in respect of Lot 2836, Lamontville, Administrative District of Natal, in extent three hundred and fifteen (315) square metres held under Certificate of Registered Grant of Leasehold TL675/91.

Street address: House 5701, Lamontville (Lot 2836, Lamontville).

Improvements: A single storey house, block under tiled roof, consisting of three bedrooms, bathroom, tiled floor, bath/basin/toilet, lounge, kitchen, tiled floor.

Zoning: Special Residential (nothing guaranteed).

Full conditions of sale may be inspected at the office of the Sheriff, Supreme Court, 101 Lejaton, 40 St George's Street, Durban. (Tel. 301-0091.)

Dated at Durban on this the 16th day of December 1994.

Livingston Leandy Inc., Plaintiff's Attorneys, 10th Floor, First National Bank Building, corner of Smith and Field Streets, Durban. (Ref. G. A. Pentecost.)

Case 8215/94

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 **Devalingam Pillay**, Defendant

In pursuance of a judgment granted in the Supreme Court of South Africa (Durban and Coast Local Division), under writ of execution issued thereafter, the immovable property listed hereunder will be sold to the highest bidder without reserve on the steps of the Supreme Court, Masonic Grove, Durban, on Friday, 17 February 1995 at 10:00:

Description: Section 8, as shown and more fully described on Sectional Plan SS59/92, in the scheme known as Terick Heights in respect of the land and building or buildings situated at Isipingo, Local Authority of Isipingo, of which section the floor area according to the said Sectional Plan is 146 (one hundred and forty-six) square metres in extent; and an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan, held under Deed of Transfer ST14840/92;

Physical address: Flat 8, Terick Heights, Clark Road, Isipingo, Natal.

Zoning: Special Residential.

The property consists of the following: Second floor flat comprising living-room/dining room, open balcony, three bedrooms, bathroom/toilet, toilet/shower and kitchen.

There is also the exclusive use of an under cover parking-bay.

Nothing in this regard is guaranteed.

1. The sale shall be subject to the terms and conditions of the Supreme Courts' Act and the rules made thereunder.
 2. The purchaser shall pay a deposit of 10% (ten per centum) of the purchase price and the auctioneer's commission in cash immediately after the sale and the balance against transfer to be secured by a bank or building society guarantee, to be furnished to the Plaintiff's attorneys within 14 (fourteen) days after the date of sale, to be approved by the Plaintiff's attorneys.
 3. Transfer shall be effected by the attorneys for the Plaintiff and the purchaser shall pay all transfer dues, including transfer duty, current and/or arrear levies/rates and/or Value-Added Tax and other necessary charges to effect transfer upon request by the sale attorneys.
 4. The full conditions of sale may be inspected at the offices of the Sheriff of the Supreme Court, 101 Lejaton, 40 St George's Street, Durban, Natal.
- Dated at Durban on this the 19th day of December 1994.
- Goodrickes, Plaintiff's Attorneys, 24th Floor, 320 West Street, Durban, 4001. (Ref. Mr J. A. Allan/S.7973/mvr.)

Case 2234/94

IN THE SUPREME COURT OF SOUTH AFRICA
(Natal Provincial Division)

In the matter between **ABSA Bank Limited**, Plaintiff, and **Cranwell Estates CC**, CK93/25329/23, First Defendant, **Herman Theodor Ostreline**, Second Defendant, and **Theodor Walter Ostreline**, Third Defendant

Pursuant to an order of the Supreme Court of South Africa (Natal Provincial Division), Pietermaritzburg, and writ of execution dated 23 September 1994, the following fixed property will be sold on Friday, 17 February 1995 at 10:00, at the office of the Sheriff of the Supreme Court, 12 Campbell Road, Howick, to the highest bidder, viz:

Property: Subdivision 86 of 84, of the farm Stocklands and Oatlands 878, situated in the Administrative District of Natal, in extent 77,1535 (seventy seven comma one five three five) hectares, held by Cranwell Estates CC, CK93/25329/23, under Deed of Transfer T32288/93, situated at Curry's Post Road, Howick.

Improvements: Dwelling of block and plaster under iron/thatch consisting of lounge, family room, three bedrooms, kitchen, bathroom/toilet, bathroom/toilet/shower, stoep, pantry and laundry, outbuildings consist of stables, two store-rooms and rondavel.

The aforesaid information in respect of the property is not guaranteed.

Terms: The purchaser shall pay a deposit of 10% (ten per centum) of the purchase price in cash against signing of the conditions of sale, and the balance of the purchase price, together with interest at current bank interest rates, from the date of the sale to date of registration of transfer, shall be paid or secured by a bank or building society guarantee approved by the Plaintiff's attorneys, and to be furnished within 14 (fourteen) days after the date of sale.

Conditions of sale: The aforesaid property will be sold to the highest bidder on the conditions laid down in the conditions of sale which may be perused at the offices of the Sheriff of the Supreme Court, 12 Campbell Road, Howick, or at the offices of the Plaintiff's attorneys, Browne Brodie & Fourie, 219 Berg Street, Pietermaritzburg.

Dated at Pietermaritzburg this the 22nd day of December 1994.

Browne Brodie & Fourie, Plaintiff's Attorneys, 219 Berg Street, Pietermaritzburg, 3201. (Ref. B050/045.SAL JW db.)

Case 7618/94

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 **Peter Austin Smith**, Defendant

In pursuance of a judgment granted in the Supreme Court of South Africa (Durban and Coast Local Division) under writ of execution issued thereafter, the immovable property listed hereunder will be sold to the highest bidder without reserve on the steps of the Supreme Court, Masonic Grove, Durban, on Friday, 17 February 1995 at 10:00:

Description:

(a) Section 7, as shown and more fully described on Sectional Plan SS7/92 in the scheme known as Highdene, in respect of the land and building or buildings situated at Amanzimtoti, Borough of Amanzimtoti of which the floor area according to the said sectional plan is 46 (forty-six) square metres in extent; and

(b) an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan, held under Deed of Transfer ST8951/93.

2. (a) Section 14 as shown and more fully described on Sectional Plan SS7/92 in the scheme known as Highdene, in respect of the land and building or buildings situated at Amanzimtoti, Borough of Amanzimtoti of which the floor area according to the said sectional plan is 21 (twenty-one) square metres in extent; and

(b) an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan, held under Deed of Transfer ST8951/93.

Physical address: 7 Highdene, 14 Adams Road, Amanzimtoti, Natal.

Zoning: Special Residential.

The property consists of the following: A flat consisting of entrance hall, lounge, sleeping recess, bathroom with toilet and kitchen. *Outbuildings:* Garage.

Nothing in this regard is guaranteed.

1. The sale shall be subject to the terms and conditions of the Supreme Courts Act and the rules made thereunder.
2. The purchaser shall pay a deposit of 10% (ten per 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, 101 Lejaton, 40 St George's Street, Durban, Natal.

Dated at Durban this 22nd day of December 1994.

Garlicke & Bousfield Inc., Plaintiff's Attorneys, 23rd Floor, Durban Bay House, 333 Smith Street, Durban, 4001. (Ref. Mrs S. L. Mayes/SB.709/J. C. Jones.)

Case 7838/94

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 **Rajendran Govender**, First Defendant, and **Devanaie Govender**, Second Defendant

In pursuance of a judgment granted in the Supreme Court of South Africa (Durban and Coast Local Division) under writ of execution issued thereafter, the immovable property listed hereunder will be sold to the highest bidder without reserve at the entrance to the Magistrate's Court, 22 Chancery Lane, Pinetown, on Friday, 17 February 1995 at 10:00:

Description: Section 4, as shown and more fully described on Sectional Plan SS121/1984 in the scheme known as 70 Pampally Way, in respect of the land and building or buildings situated at Durban, Administrative District of Durban, of which the floor area according to the said sectional plan is 108 (one hundred and eight) 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 section plan, apportioned to the said section in accordance with the participation quota of the said section, held under Deed of Transfer ST10162/92.

Physical address: Flat 4, Pampally Way, 70 Pampally Way, Reservoir Hills, Natal.

Zoning: Special Residential.

The property consists of the following: Simplex comprising entrance hall, lounge, dining-room, three bedrooms, bathroom with shower, toilet and kitchen. *Outbuildings:* Carport.

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, 2 Samkit Centre, 62 Caversham Road, Pinetown, Natal.

Dated at Durban this 22nd day of December 1994.

Garlicke & Bousfield Inc., Plaintiff's Attorneys, 23rd Floor, Durban Bay House, 333 Smith Street, Durban, 4001. (Ref. Mrs S. L. Mayes/SB.705/J. C. Jones.)

Case 81/94

IN THE SUPREME COURT OF SOUTH AFRICA
(Natal Provincial Division)

In the matter between **Standard Bank of South Africa Limited**, Plaintiff, and **Johannes Hendrik Jacobus de Wet**, Defendant

In pursuance of a judgment of the Supreme Court of South Africa (Natal Provincial Division), the following property belonging to the Defendant, will be sold in execution on 24 February 1995 at 11:00, at the Sheriff's Salesroom, 5 Bishop Street, Camperdown, KwaZulu Natal, to the highest bidder for cash:

Property description: Subdivision 43 (of 11) of the farm Honig Krantz 945, situated in the Administrative District of Natal, in extent 20,4189 hectares and held under Title T25615/93.

Postal address: Subdivision 43 (of 11) of the farm Honig Krantz 945, Kipp Farm, D246 District Road, Cato Ridge, Natal.

Improvements: The property has been improved by the construction of a single storey brick under iron roof dwelling comprising lounge, family room, kitchen and enclosed scullery, two bedrooms, bathroom and toilet. The outbuildings comprises two carports, servant's room and toilet. There is also a cottage comprising three rooms.

Nothing is guaranteed in respect of the above.

The full conditions of sale may be inspected at the office of the Acting Sheriff, Camperdown, and at the offices of Brokensha, Meyer & Partners, Sixth Floor, Symons Centre, 341 Church Street, Pietermaritzburg, during normal office hours.

Dated at Pietermaritzburg this 21st day of December 1994.

Brokensha, Meyer & Partners, Plaintiff's Attorneys, Sixth Floor, Symons Centre, 341 Church Street, Pietermaritzburg, 3201; P.O. Box 51, Pietermaritzburg, 3200. [Tel. (0331) 45-3322.] (Ref. LRM/LV/G.1.)

Case 1505/89

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF LOWER TUGELA HELD AT STANGER

In the matter between **KwaZulu Finance & Investment Corporation Limited**, Execution Creditor, and **Fortune Thamsanqa Mgobhozi**, Execution Debtor

In pursuance of a judgment granted on 8 May 1987 in the Magistrate's Court, Stanger, and under a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on Friday, 24 February 1995 at 10:00, at the front entrance to the Magistrate's Court Building, Couper Street, Stanger, to the highest bidder according to the conditions of sale which will be read out by the Sheriff of the Court, Stanger, at the time of the sale:

Description: Lot 20, Aldinville, situated in the Administrative District of Natal, in extent two thousand and six (2 006) square metres.

Improvements:

(a) Brick under corrugated iron dwelling consisting of four bedrooms, kitchen, dining-room, lounge, corrugated iron carport and verandah.

(b) Brick under corrugated iron building consisting of two rooms.

(c) Brick under corrugated iron building consisting of two rooms.

(d) Brick under corrugated iron building consisting of two rooms.

(e) Brick under corrugated iron building consisting of four rooms.

There are three cement water tanks.

Physical address: 3416, Lot 5 Block E, Groutville.

Zoning: Residential.

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 property shall be sold to the highest bidder at the sale.

3. The purchaser (other than the Execution Creditor) shall pay 10% (ten per cent) of the purchase price in cash or by bank-guaranteed cheque immediately, the sale is concluded, and the balance upon transfer of the property into his name, to be secured by a bank or building society guarantee delivered to the Sheriff of the Court within seven (7) days of the date of sale.

4. Should the purchaser fail to carry out any of the conditions of sale, the 10% (ten per cent) deposit referred to above will be forfeited. The full conditions may be inspected at the offices of the Sheriff of the Court, Stanger, Natal.

Dated at Stanger on this 16th day of January 1995.

Laurie C. Smith Inc., Execution Creditor's Attorneys, 22 Jackson Street, P.O. Box 46, Stanger. (Ref. Mr. Horton/RK/K.18/COLL.S.)

Case 6740/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between **ABSA Bank Limited**, Plaintiff, and **Mr Bonga Armstrong Madziba**, Defendant

In execution of a judgment granted by the Supreme Court of South Africa (Durban and Coast Local Division) on 7 October 1994 in the above-named suit, the following immovable property will be sold by public auction by the Sheriff of the Supreme Court, Durban, at the front of the Supreme Court-house, Masonic Grove, Durban, on Friday, 17 February 1995 at 10:00, on conditions which will be read out by the Sheriff before the sale, and which conditions are in the possession of the Sheriff and may be inspected at his office at 21 Stafmayer House, Beach Grove, Durban, namely:

(a) Section 11, as shown and more fully described on Sectional Plan SS171/86, in the scheme known as Helmstone, in respect of the land and building or buildings situated at Durban of which the floor area, according to the said sectional plan, is 48 (forty-eight) square metres.

(b) An undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the sectional plan.

Which property is physically situated at 26 Helmstone Road, Rossburgh, 4094, and which property is held by the above-named Defendant under and by virtue of Deed of Transfer ST11692/93.

Improvements: Without constituting a warranty of any nature, the property has been improved by the erection thereon of sectional title unit consisting of entrance hall, lounge/dining-room, kitchen, one and a half bedrooms and bathroom/toilet.

Zoning: The property is zoned for special residential purposes and enjoys no special consents in respect of its zoning.

Terms: The purchase price will be payable subject to the conditions of sale, as follows:

(a) 10% (ten per cent) of the purchase price together with the Sheriff's commission on the sale to be paid immediately in cash on the date of sale.

(b) All current and arrear rates, taxes, electrical, sanitary, water and other fees or charges to be paid in cash within 7 (seven) days of the date of sale together with costs of transfer and transfer duty.

(c) The balance of the purchase price together with interest at the rate of 15,25% (fifteen comma two five per cent) per annum compounded monthly in advance on the amount referred to in the conditions of sale to date of transfer both days inclusive, to be secured by an acceptable guarantee to be furnished within 14 (fourteen) days after the date of sale.

Dated at Durban this 30th day of November 1994.

Browne Brodie & Co., Plaintiff's Attorneys, 12th Floor, United Building, 291 Smith Street, Durban, 4001; P.O. Box 714, Durban, 4000. [Tel. (031) 304-7614/5.] (Ref. CMK/U045/038836/Mrs Chelin.)

Case 6636/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between **ABSA Bank Limited**, Plaintiff, and **Mr Nhlanhla Clement Mahlangu**, First Defendant, and **Mrs Patricia Octavia Mahlangu**, Second Defendant

In execution of a judgment granted by the Supreme Court of South Africa (Durban and Coast Local Division) on 26 October 1994 in the above-named suit, the following immovable property will be sold by public auction by the Sheriff of the Supreme Court, Durban, at the front of the Supreme Court-house, Masonic Grove, Durban, on Friday, 17 February 1995 at 10:00, on conditions which will be read out by the Sheriff before the sale, and which conditions are in the possession of the Sheriff and may be inspected at his office at 21 Stafmayer House, Beach Grove, Durban, namely:

(a) Section 41, as shown and more fully described on Sectional Plan SS172/86, in the scheme known as Greenlands, Durban, in respect of the land and building or buildings situated at Durban of which the floor area, according to the said sectional plan is 44 (forty-four) 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 sectional plan.

Which property is physically situated at 51 Greenlands, corner of St Andrew and Park Streets, Durban, and which property is held by the above-named Defendants under and by virtue of Deed of Transfer ST287/94.

Improvements: Without constituting a warranty of any nature, the property has been improved by the erection thereon of brick under concrete bachelor flat consisting of entrance passage, lounge, dining-room, kitchen and bathroom.

Zoning: The property is zoned for special residential purposes and enjoys no special consents in respect of its zoning.

Terms: The purchase price will be payable subject to the conditions of sale, as follows:

(a) 10% (ten per cent) of the purchase price together with the Sheriff's commission on the sale to be paid immediately in cash on the date of sale.

(b) All current and arrear rates, taxes, electrical, sanitary, water and other fees or charges to be paid in cash within 7 (seven) days of the date of sale together with costs of transfer and transfer duty.

(c) The balance of the purchase price together with interest at the rate of 15,25% (fifteen comma two five per cent) per annum compounded monthly in advance on the amount referred to in the conditions of sale to date of transfer both days inclusive, to be secured by an acceptable guarantee to be furnished within 14 (fourteen) days after the date of sale.

Dated at Durban this 30th day of November 1994.

Browne Brodie & Co., Plaintiff's Attorneys, 12th Floor, United Building, 291 Smith Street, Durban, 4001; P.O. Box 714, Durban, 4000. [Tel. (031) 304-7614/5.] (Ref. CMK/U072/038837/Mrs Chelin.)

Case 605/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MTUNZINI HELD AT MTUNZINI

In the matter between **The Standard Bank of South Africa Limited**, Plaintiff, and **Bajabulile Constance Majola**, Defendant

In pursuance of a judgment granted in the Magistrate's Court for the District of Mtunzini, held at Mtunzini, and under writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on Tuesday, 21 February 1995 at 09:00, in front of the Magistrate's Court Building, Mtunzini, to the highest bidder:

Description: H1956 Esikhawini, situated in the Township of Esikhawini, District of Ongoye, in extent 338 (three hundred and thirty-eight) square metres.

Postal address: H1956 Esikhawini, Natal.

Improvements: Single storey brick under tile roof dwelling comprising an entrance hall, lounge, kitchen, three bedrooms, bathroom/toilet and toilet/shower. There is also a carport.

Zoning: Special Residential.

Nothing in this regard is guaranteed.

Material conditions:

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.
2. (a) The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price and the auctioneer's commission in cash or by a bank guaranteed cheque at the time of the sale and the balance, against transfer to be secured by a bank or building society guarantee, to be approved by Plaintiff's attorneys and to be furnished to the Court Messenger within 14 (fourteen) days after the date of sale.
(b) The purchaser shall be liable for payment of interest to the Plaintiff at the rate of 15,25% (fifteen comma two five per cent) per annum on the amount of the award to the Plaintiff in the plan of distribution as from the date of sale to the date of transfer, and to pay any bondholders interest at the rates stipulated in such bonds.
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 Magistrate's Court, Mtunzini.

Dated at Durban this 28th day of November 1994.

Lucia Toich-Glass, Plaintiff's Attorneys, 11 Hignett Street, Mtunzini.

Instructed by: Goodrickes, Plaintiff's Attorneys, 24th Floor, 320 West Street, Durban, 4001. (Ref. J. A. Allan/S.7407/mvr.)

Case 5031/94

IN THE SUPREME COURT OF SOUTH AFRICA
(Durban and Coast Local Division)

In the matter between **The Standard Bank of South Africa Limited**, Plaintiff, and **Graham Peter Myburgh**, First Defendant, and **Audrey Catherine Myburgh**, Second Defendant

In pursuance of a judgment granted in the Supreme Court of South Africa (Durban and Coast Local Division), under writ of execution issued thereafter, the immovable property listed hereunder will be sold to the highest bidder without reserve on the steps of the Supreme Court, Masonic Grove, Durban, on Friday, 17 February 1995 at 10:00:

Description: Subdivision 2237 of the farm Mobeni 13538, situated in the City of Durban, Administrative District of Natal, in extent five hundred and eighty-three (583) square metres, held under Deed of Transfer T14113/90.

Physical address: 8 Topping Place, Woodlands, Natal.

Zoning: Special Residential.

The property consists of the following:

Single storey cement walls under tile roof dwelling comprising: *Main house:* Three bedrooms, toilet (lino floor), bathroom (bath/basin/shower), lounge (carpeted), dining-room (carpeted) and kitchen (lino floor—fitted cupboards).

The outbuildings/servant's quarters comprise room with toilet/shower. There is no garage.

The property is fully fenced with concrete and wire fencing.

Nothing in this regard is guaranteed.

1. The sale shall be subject to the terms and conditions of the Supreme Court 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, 101 Lejaton, 40 St George's Street, Durban, Natal.

Dated at Durban this 6th day of December 1994.

Goodrickes, Plaintiff's Attorneys, 24th Floor, 320 West Street, Durban, 4001. (Ref. J. A. Allan/S. 7644/mvr.)

Saak 4303/94

IN DIE LANDDROSHOF VIR DIE DISTRIK NEWCASTLE GEHOU TE NEWCASTLE

In the saak tussen **KwaZulu Finance & Investment Corporation Ltd**, Eksekusieskuldeiser, en **Amon Mandlenkosi Ngobese**, Eksekusieskuldenaar

Ingevolge uitspraak van bogenoemde Agbare Hof en 'n lasbrief vir eksekusie teen onroerende goed gedateer 17 Oktober 1994 sal die ondervermelde eiendom op 22 Februarie 1995 om 10:00 in die voorkamer van die Landdroshof, Newcastle, geregtelik aan die hoogste bieder vir kontant verkoop word, naamlik:

Sekere Unit 3778, Osizweni.

Die eiendom is verbeter deur die oprigting van 'n woonhuis daarop maar niks word gewaarborg nie.

Die verkoopvoorwaardes is ter insae by die kantore van die Balju van die Landdroshof te Yorkweg 36, Newcastle, en is onder andere die volgende:

1. Die koopprys is betaalbaar in kontant of gewaarborgde tjek onmiddellik na afloop van die veiling.
2. Die eiendom word voetstoots verkoop en onderhewig aan die voorwaardes soos vervat in die titelakte daarvan.

Gedateer te Newcastle op hede die 12de dag van Desember 1994.

P. G. Steyn, vir De Jager Steyn Maritz Ing., Prokureurs vir Eiser, Vierde Verdieping, Unitedgebou, Scottstraat, Newcastle.

Saak 2212/93

IN DIE LANDDROSHOF VIR DIE DISTRIK NEWCASTLE GEHOU TE NEWCASTLE

In the saak tussen **KwaZulu Finance & Investment Corporation Ltd**, Eksekusieskuldeiser, en **Sipho Zacharia Kunene**, Eksekusieskuldenaar

Ingevolge uitspraak van bogenoemde Agbare Hof en 'n lasbrief vir eksekusie teen onroerende goed gedateer 11 November 1994 sal die ondervermelde eiendom op 22 Februarie 1995 om 10:00 in die voorkamer van die Landdroshof, Newcastle, geregteelk aan die hoogste bieder vir kontant verkoop word, naamlik:

Sekere Site B2404, Madadeni.

Die eiendom is verbeter deur die oprigting van 'n woonhuis daarop maar niks word gewaarborg nie.

Die verkoopvoorwaardes is ter insae by die kantore van die Balju van die Landdroshof te Yorkweg 36, Newcastle, en is onder andere die volgende:

1. Die koopprys is betaalbaar in kontant of gewaarborgde tjek onmiddellik na afloop van die veiling.
2. Die eiendom word voetstoots verkoop en onderhewig aan die voorwaardes soos vervat in die titelakte daarvan.

Gedateer te Newcastle op hede die 12de dag van Desember 1994.

P. G. Steyn, vir De Jager Steyn Maritz Ing., Prokureurs vir Eiser, Vierde Verdieping, Unitedgebou, Scottstraat, Newcastle.

Saak 3619/84

IN DIE LANDDROSHOF VIR DIE DISTRIK NEWCASTLE GEHOU TE NEWCASTLE

In the saak tussen **KwaZulu Finance & Investment Corporation Ltd**, Eksekusieskuldeiser, en **Vusumuzi Alois Mthsali**, Eksekusieskuldenaar

Ingevolge uitspraak van bogenoemde Agbare Hof en 'n lasbrief vir eksekusie teen onroerende goed gedateer 19 Oktober 1994 sal die ondervermelde eiendom op 22 Februarie 1995 om 10:00 in die voorkamer van die Landdroshof, Newcastle, geregteelk aan die hoogste bieder vir kontant verkoop word, naamlik:

Sekere Perseel 8383, Madadeni.

Die eiendom is verbeter deur die oprigting van 'n woonhuis daarop maar niks word gewaarborg nie.

Die verkoopvoorwaardes is ter insae by die kantore van die Balju van die Landdroshof te Yorkweg 36, Newcastle, en is onder andere die volgende:

1. Die koopprys is betaalbaar in kontant of gewaarborgde tjek onmiddellik na afloop van die veiling.
2. Die eiendom word voetstoots verkoop en onderhewig aan die voorwaardes soos vervat in die titelakte daarvan.

Gedateer te Newcastle op hede die 12de dag van Desember 1994.

P. G. Steyn, vir De Jager Steyn Maritz Ing., Prokureurs vir Eiser, Vierde Verdieping, Unitedgebou, Scottstraat, Newcastle.

Case 6913/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between **ABSA Bank Limited**, Plaintiff, and **Mr Lulama Winnington Mantsongo**, Defendant

In execution of a judgment granted by the Supreme Court of South Africa (Durban and Coast Local Division) on 17 October 1994 in the above-named suit, the following immovable property will be sold by public auction by the Sheriff of the Supreme Court, Durban, at the Supreme Court-house, Masonic Grove, Durban, on Friday, 17 February 1995 at 10:00 on conditions which will be read out by the Sheriff before the sale, and which conditions are in the possession of the Sheriff and may be inspected at his office at 21 Stafmayer House, Beach Grove, Durban, namely:

Subdivision 44 (of 23) of Lot 215 Sea View, situated in the City of Durban, Administrative District of Natal measuring 1598 (one thousand five hundred and ninety-eight) square metres.

Which property is physically situated at 99 Hillside Road, Sea View, 4094, and which property is held by the above-named Defendants under and by virtue of Deed of Transfer T27639/93.

Improvements: Without constituting a warranty of any nature, the property has been improved by the erection thereon of a brick/iron under corrugated asbestos dwelling consisting of lounge, dining-room, three bedrooms, kitchen, bathroom/toilet and pantry. *Outbuildings:* Staffroom, toilet and double car port.

Zoning: The property is zoned for special residential 650 purposes and enjoys no special consents in respect of its zoning.

Terms: The purchase price will be payable subject to the conditions of sale, as follows:

(a) 10% (ten per cent) of the purchase price together with the Sheriff's commission on the sale to be paid immediately in cash on the date of sale.

(b) All current and arrear rates, taxes, electrical, sanitary, water and other fees or charges to be paid in cash within 7 (seven) days of the date of sale together with costs of transfer and transfer duty.

(c) The balance of the purchase price together with interest at the rate of 15,25% (fifteen comma two five per cent) per annum compounded monthly in advance on the amount referred to in the conditions of sale to date of transfer both days inclusive, to be secured by an acceptable guarantee to be furnished within 14 (fourteen) days after the date of sale.

Dated at Durban on this the 8th day of December 1994.

Browne Brodie & Co., Plaintiff's Attorneys, 12th Floor, United Building, 291 Smith Street, Durban, 4001; P.O. Box 714, Durban, 4000. [Tel. (031) 304-7614/5.] (Ref. CMK/A332/038743/Mrs Chelin.)

Case 11735/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF INANDA HELD AT VERULAM

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Terresah Nonkululeko Makhunga**, Defendant

In pursuance of a judgment granted in the Magistrate's Court, Durban, on 1 December 1994 and a writ of execution dated 2 December 1994 the immovable property listed hereunder will be sold in execution on 24 February 1995 at 10:00 at the front entrance to the Magistrate's Court Building, Moss Street, Verulam:

Description of property: Lot 1411, Brookdale, situated in the City of Durban, Administrative District of Natal, in extent 240 square metres.

Postal address: 25 Wheatbrook Avenue, Brookdale, Phoenix, Natal.

Improvements: Dwelling-house consisting of two bedrooms, lounge, kitchen and bathroom with toilet.

Zoning: Residential.

Conditions of sale:

1. The sale shall be governed by the provisions of the Magistrates' Courts Act and the rules promulgated thereunder and shall be sold voetstoots to the highest bidder.

2. The purchaser shall be obliged to pay to the Plaintiff interest at the rate of 15,25% (fifteen comma two five per cent) per annum from date of sale to date of registration of transfer on the amount to be awarded to the Plaintiff in the Sheriff's plan of distribution consequent upon the sale.

3. On the date of sale the Purchaser shall be obliged to pay in cash a deposit of 10% (ten per cent) of the price together with the Sheriff's commission and within 14 days after date of sale furnish to the Sheriff an unconditional and acceptable guarantee for the balance of the purchase price and interest.

4. Transfer shall be effected by the Plaintiff's attorneys and the purchaser shall be liable for all transfer costs including stamp duty, transfer duty, conveyancing fee and charges and such other rates, taxes and charges that may be levied by the local authority for the purposes of transfer and all of which shall be paid immediately upon request by the Plaintiff's attorneys.

5. The full conditions of the sale may be inspected at the office of the Sheriff of the Magistrate's Court, Inanda Area 1, 2 Mountview Shopping Centre, corner of Inanda and Jacaranda Roads, Verulam.

6. No warranty, undertaking or guarantee is given in regard to any of the matters stated herein.

Dated at Durban on this 19th day of January 1995.

A. Christopher Incorporated, Plaintiff's Attorneys, Sixth Floor, Permanent Building, 343 Smith Street, P.O. Box 1905, Durban.

Case 9520/91

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PINETOWN HELD AT PINETOWN

In the matter between **Vinashwanth Muckerdhooj**, Judgment Creditor, and **Amritlal**, Judgment Debtor

In pursuance of judgment granted on 1 December 1993, in the Pinetown Magistrate's Court and under a writ of execution issued thereafter the immovable property listed hereunder will be sold in execution on 28 February 1995 at 10:00 in front of the Magistrate's Court, Chatsworth, to the highest bidder:

Description: Subdivision 269 (of 75) of the farm Klaarwater 951, situated in the Township known as Shallcross, Natal, in extent one comma five seven four four (1,5744) square metres.

Postal address: 15 Chiltern Road, Shallcross.

Improvements: Block under tin roof dwelling comprising of toilet, lounge, kitchen, three bedrooms, bath. *Outbuildings:* Garage and room.

Held by the Defendant in his name under Deed of Transfer 14253/66.

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.
2. The purchaser shall pay the purchase price in cash or by bank-guaranteed cheque on the day of the sale. In the event of the purchaser having to obtain finance from a financial institution, the purchaser shall, on the day of the sale, produce written confirmation from the said financial institution to the effect that the purchaser qualifies for a loan. The amount of the loan shall not be less than the purchaser price.
3. The purchaser shall be liable for payment of interest to the Execution Creditor and to the bondholder, if any, from date of sale to date of registration of transfer as set out in the conditions of sale.
5. Transfer shall be effected by the Plaintiff or its attorneys and the purchaser shall pay all transfer costs, current rated taxes and other necessary charges to effect transfer, upon request by the said attorneys.

The full conditions may be inspected at the offices of the Sheriff of the Magistrate's Court, 12 Oak Avenue, Kharwastan, 4012.

Dated at Durban this 6th day of January 1995.

D. K. Merret, for D. K. Merret Associates, Plaintiff's Attorneys, 152 Essenwood Road, Durban, 4001; P.O. Box 50232, Musgrave, 4062. [Tel. (031) 22-1481.]

Case 458/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF LOWER UMFOLOZI HELD AT EMPANGENI

In the matter between **First National Bank of S.A. Ltd**, Plaintiff, **Samson M. Ntombela**, Defendant

In pursuance of a judgment granted on 14 July 1992 in the above Court, and a writ of execution issued thereafter, the immovable property listed hereunder shall be sold in execution, to the highest bidder on 23 February 1995 at 11:00, at the Magistrate's Court, Empangeni.

1. (a) *Deeds office description*: Ownership Unit A1044, situated in the Township of Ngwelezane, District of Lower Umfolozi, measuring four hundred and sixty-five (465) square metres in extent.
- (b) *Street address*: A1044, Ngwelezane Township.
- (c) *Property description* (not warranted to be correct): Single-storey dwelling consisting of two bedrooms, dining-room, kitchen, toilet, electricity and fully fenced.
- (d) *Zoning/special privileges or exemptions*: Special Residential zoning, no special privileges or exemptions.
2. The conditions of sale may be inspected at the office of the Sheriff of the Magistrate's Court, Union Street, Empangeni.
3. The sale shall be by public auction without reserve to the highest bidder.

Dated at Empangeni this 19th day of January 1995.

Schreiber Smith, Yellowwood Lodge, Norman Tedder Lane, Empangeni. (Ref. Colls/Mr Holmes/kr 01/W0002/94.)

Case 70199/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF DURBAN HELD AT DURBAN

In the matter between **NBS Bank Limited** (Reg. No. 87/01384/06), Plaintiff, and **Collin Ramen**, First Defendant, and **Maganawathie Ramen**, Second Defendant

In pursuance of a judgment granted on 10 November 1994 in the Court of the Magistrate, Durban, and under a writ of execution issued thereafter, the immovable property listed hereunder shall be sold in execution to the highest bidder on 24 February 1995 at 10:00, at the front entrance to the Magistrate's Court, Moss Street, Verulam:

Description: Lot 703, Forest Haven, situated in the City of Durban, Administrative District of Natal, in extent 227 square metres.

Address: 80 Camphaven Road, Foresthaven, Phoenix.

Improvements: Block under asbestos dwelling consisting of: Downstairs: Lounge, kitchen and toilet. Upstairs: Two bedrooms, toilet and bathroom, water and light facilities.

1. (a) The sale shall be subject to the terms and conditions of the Magistrates' Courts Act, and the rules made thereunder.
- (b) The property shall be sold without reserve to the highest bidder.
2. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price and the auctioneer's commission in cash immediately after the sale and the balance to be secured by a bank or building society guarantee.

The full conditions of sale may be inspected at the offices of the Sheriff of the Magistrate's Court, Inanda (1).

Jackson & Ameen, Plaintiff's Attorneys, Fifth Floor, Fenton House, Fenton Road, Durban. (Ref. COLLs/P Murugan/05N225060.)

Case 66095/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF DURBAN HELD AT DURBAN

In the matter between **NBS Bank Limited** (Reg. No. 87/01384/06), Plaintiff, and **Roopsingh Lutchmenarain**, Defendant

In pursuance of a judgment granted on 3 November 1994 in the Court of the Magistrate, Durban, and under a writ of execution issued thereafter, the immovable property listed hereunder shall be sold in execution to the highest bidder on 24 February 1995 at 10:00, at the front entrance to the Magistrate's Court, Moss Street, Verulam:

Description: Lot 277, Palmview, situated in the City of Durban, Administrative District of Natal, in extent 240 square metres.

Address: 6 Gravelpalm Road, Palmview, Phoenix.

Improvements: Block under tile dwelling consisting of: Two bedrooms (with built-in cupboards), open-plan lounge, dining-room, kitchen with built-in cupboards, toilet, bathroom, single garage, water and light facilities.

1. (a) The sale shall be subject to the terms and conditions of the Magistrates' Courts Act, and the rules made thereunder.

(b) The property shall be sold without reserve to the highest bidder.

2. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price and the auctioneer's commission in cash immediately after the sale and the balance to be secured by a bank or building society guarantee.

The full conditions of sale may be inspected at the offices of the Sheriff of the Magistrate's Court, Inanda (1).

Jackson & Ameen, Plaintiff's Attorneys, Fifth Floor, Fenton House, Fenton Road, Durban. (Ref. COLLS/P Murugan/05N011601.)

Case 650/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MNTUNZINI HELD AT MTUNZINI

In the matter between **Perm** (a division of Nedcor Bank Ltd), Plaintiff, and **M. R. Mngomezulu**, Defendant

In pursuance of a judgment granted on 29 September 1994 in the above Court, and a writ of execution issued thereafter, the immovable property listed hereunder shall be sold in execution, to the highest bidder on 21 February 1995 at 09:00, at the Magistrate's Court, Mtunzini.

1. (a) *Deeds office description:* Ownership Unit J254, situated in the Township of Esikhawini, County of Zululand, measuring in extent three hundred and thirty-eight (338) square metres.

(b) *Street address:* J254 Esikhawini.

(c) *Improvements* (not warranted to be correct): Single-storey dwelling consisting of two bedrooms, kitchen, lounge and bathroom.

(d) *Zoning/special privileges or exemptions:* Special Residential zoning, no special privileges or exemptions.

2. The conditions of sale may be inspected at the office of the Sheriff of the Magistrate's Court, 8 Hulley Street, Mtunzini.

3. The sale shall be by public auction without reserve to the highest bidder.

Dated at Empangeni this 19th day of January 1995.

Schreiber Smith, Yellowwood Lodge, Norman Tedder Lane, Empangeni. (Ref. Mr Rohrs/dw/09/N2651/94.)

Case 3407/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF LOWER TUGELA HELD AT STANGER

In the matter between **ABSA Bank Limited**, trading as United Bank, Execution Creditor, and **Herbert Raymond Thomas**, Execution Debtor

In pursuance of a judgment granted on 24 November 1994 in the Magistrate's Court, Stanger, and under a writ of execution issued thereafter, the immovable property listed under will be sold in execution on Friday, 24 February 1995 at 10:00, at the front entrance to the Magistrate's Court Building, Couper Street, Stanger, to the highest bidder according to the conditions of sale which will be read out by the Sheriff of the Court, Stanger, at the time of the sale:

Description: Lot 976, Ballitoville Extension 1, situated in the Borough of Ballito and in the Port Natal-Ebhodwe Joint Services Board Area, Administrative District of Natal, in extent 1 000 (one thousand) square metres.

Improvements: Brick and tile dwelling consisting of three bedrooms (one en-suite), bathroom, toilet, kitchen, lounge, dining-room and TV-room. Outside: Servant's room, toilet, shower, guest room, toilet and shower, double garage and swimming-pool.

Improvements done to the best ability of Deputy Sheriff. Nothing is guaranteed.

Physical address: 19 Freda Avenue, Ballito.

Zoning: Residential.

Material conditions:

1. The sale shall be subject to the Magistrates' Courts Act, No. 32 of 1944, as amended, and the rules made thereunder.

2. The property shall be sold to the highest bidder at the sale.

3. The purchaser (other than the Execution Creditor) shall pay a deposit of 10% (ten per cent) of the purchase price and the auctioneer's charges in cash or by bank-guaranteed cheque at the time of the sale.

4. The balance of the purchase price is payable against the transfer to be secured by a bank or building society guarantee approved by the execution creditor's attorneys and to be furnished within 14 (fourteen) days after the date of sale.

5. The purchaser shall be liable for payment of interest at the rate of 16.25% (sixteen comma two five per cent) per annum, to the Execution Creditor from the date of sale to the date of registration and transfer.

6. The transfer shall be effected by Laurie C. Smith Incorporated, and the purchaser shall pay all transfer costs, including arrear and current rates, sewerage connection fees (if any), taxes and other charges necessary to effect transfer on request by the said attorneys.

7. The full conditions of sale may be inspected at the offices of the Sheriff of Court, Stanger, and all interested parties are asked to contact the Execution Creditor who may be prepared to grant loan facilities to an approved purchaser.

Dated at Stanger on this the 19th day of January 1995.

Laurie C. Smith Inc., 22 Jackson Street, P.O. Box 46, Stanger. (Ref. Mr Horton/RK/A.348/Colls.)

Case 38974/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF DURBAN HELD AT DURBAN

In the matter between **NBS Bank Limited**, Execution Creditor, and **Hamergasen Moodley**, First Execution Debtor, and **Dhanalutchmee Moodley**, Second Execution Debtor

In pursuance of a judgment of the Magistrate's Court, Durban, and a writ of execution dated 28 July 1994 the immovable property listed hereunder will be sold in execution on 24 February 1995 at 09:00, at the front entrance to the Magistrate's Court, Moss Street, Verulam, to the highest bidder:

Description: Lot 2107, La Lucia Extension 16, situated in the Borough of Umhlanga and in the Port Natal-Ebhodwe Joint Services Board Area, Administrative District of Natal, in extent 705 (seven hundred and five) square metres, held under Deed of Transfer T35925/93, subject to the terms and conditions contained therein and especially subject to the condition that the properties or any portion thereof or interest therein shall not be alienated, leased or transferred without the written approval of the Village of Sunningdale Home Owners' Association, the immovable property is situated at 22 Spurwing Drive, Sunningdale.

Zoning: Special Residential.

Improvements: Brick under tile dwelling comprising lounge, dining-room, TV-room, kitchen, two bedrooms with built-in cupboards, bedroom with en-suite, toilet and bathroom, patio, outside toilet, double garage and brick fence. Nothing is guaranteed. Municipality Electricity and Water Supply: Local Authority. Possession: Vacant Possession is not guaranteed and premises are occupied at present.

Material conditions of sale:

1. The sale is subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, as amended, and the rules made thereunder and of the title deed in so far as same may be applicable.

2. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price in cash, immediately on the property being knocked down to the purchaser; the balance against registration of transfer and to be secured by a bank or building society guarantee to be approved by the judgment creditor's attorneys and furnished to the Sheriff of the Court within 14 (fourteen) days after the date of sale.

3. The purchaser shall be liable for the commission on the sale, which amount shall be paid to the Sheriff of the Court, immediately the property is knocked down to the purchaser.

4. The purchaser to pay all the costs of transfer, transfer dues, arrear rates, current rates and costs of cancellation of any bond.

5. The Sheriff of the Court, shall not be liable or responsible for arrear rates, rates, damages, deficiency, delivery, error or description of pointing out of the boundaries, pegs or beacons.

The full conditions of sale may be inspected at the offices of the Sheriff of the Magistrate's Court, 2 Inanda Area, Suite 7, Foresum Centre, 314 old Main Road, Tongaat, Telephone No. (0322) 92-1000. (Ref. Annusha).

Dated at Durban on this the 13th day of January 1995.

Chapman Dyer Miles & Moorhead, Attorneys for Execution Creditor, 10th Floor, NBS Building, 300 Smith Street, Durban. (Ref. DS/dsr/05/N5222/94/N99.)

Case 30848/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF DURBAN HELD AT DURBAN

In the matter between **Elim Court Body Corporate**, Execution Creditor, and **Mr G. R. Scott**, Execution Debtor

In pursuance of a judgment granted by the Magistrate of the District of Durban on 3 June 1994 under a writ of execution issued thereafter the immovable property listed hereunder will be sold in execution on Thursday, 23 February 1995 at 10:00, at the front entrance to the Magistrate's Court-house, Somtseu Road, Durban, to the highest bidder:

Description:

1. Section 7, as shown and more fully described on Sectional Plan SS85/1986, in the scheme known as Elim Court, in respect of the land and building or buildings situated at Durban, in the Local Authority of Durban, of which section the floor area, according to the said sectional plan is 58 (fifty-eight) square metres in extent; and

2. an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan, which property is held under and by virtue of Sectional Deed of Transfer ST7550/1993 registered on 22 June 1993.

Improvements: Brick sectional title one bedroom unit with balcony, bathroom and toilet combined, entrance hall with kitchen, lounge and dining-room.

Note: The above description is not guaranteed in any respect.

Street address: 7 Elim Court, 11 Dunn Place, Montclair, Durban.

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 and the auctioneer's commission in cash immediately after the sale and the balance against transfer to be secured by a bank or building society guarantee to be furnished to the Sheriff of the Magistrate's Court, Durban South, within 21 (twenty-one) days after the sale, to be approved by the Execution Creditor's attorneys.
3. The purchaser shall be liable for payment of interest at the rate of 15,5% (fifteen comma five per cent) per annum, to the Execution Creditor and at the prescribed rate of interest to any other preferential creditor on the respective amounts of the award on the plan of distribution from the date of sale to the date of transfer, both days inclusive.

4. The transfer shall be effected by the Execution Creditor's attorneys and the purchaser shall pay all transfer costs, including transfer duty, all outstanding levies and other necessary charges to effect transfer upon request of the said attorneys.

5. The full conditions of the sale may be inspected at the offices of the Sheriff of the Magistrate's Court, Durban South, 101 Legaton, 40 St Georges Street, Durban, or at the address of the Execution Creditor's attorneys referred to below.

Dated at Durban on this the 18th day of January 1995.

Tate & Nolan, Execution Creditor's Attorneys, 306 Salmon Grove Chambers, 407 Smith Street, Durban. (Tel. 301-2212.) (Ref. M A Nolan/mm/NE27-1.)

Case 65846/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF DURBAN HELD AT DURBAN

In the matter between **Nordic/Broadway Body Corporate**, Plaintiff, and **D. E. F. Dlamini**, Defendant

In pursuance of a judgment of the above Honourable Court, dated 10 November 1993, a sale in execution will be held on 23 February 1995 at 14:00, in front of the Magistrate's Court, Somtseu Road entrance, Durban, when the following property will be sold by the Sheriff of the Magistrate's Court, for Durban Central, to the highest bidder:

(a) Section 99, as shown and more fully described on Sectional Plan SS53/1987, in the scheme known as Nordic/Broadway Court in respect of the land and building or buildings situated at Durban, of which the floor area, according to the said sectional plan is 67 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, situated at 81 Nordic Court, 57/61 Broad Street, Durban.

Improvements (the following information is furnished but nothing is guaranteed in this regard): The property consists of flat, comprising a bedroom, large lounge, separate kitchen, large bathroom and separate toilet.

The sale shall be subject to the following conditions:

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act, and the rules made thereunder.
2. The purchaser (other than the Execution Creditor) shall pay a deposit of 10% (ten per cent) of the purchase price in cash at the time of the sale.
3. The full conditions of sale may be inspected at the offices of the Sheriff of the Magistrate's Court, Durban Central, 21 Stafmayer House, Beach Grove, Durban.

Dated at Durban this 24th day of January 1995.

De Villiers Evans & Petit, Plaintiff's Attorneys, 41 Acutt Street, Durban. (Ref. Mrs Singh/J233.3391/93.)

Case 53544/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF DURBAN HELD AT DURBAN

In the matter between **Clive Patrick Kyzer**, Plaintiff, and **Sibongile Mary Nkomo**, Defendant

In pursuance of a judgment granted on 6 September 1994, in the above Court, and a writ of execution issued thereafter, the immovable property listed hereunder shall be sold in execution, on Thursday, 16 February 1995 at 10:00, in front of the Magistrate's Court, Somtseu Road entrance, Durban, to the highest bidder:

Description: Lot 972, Austerville, situated in the City of Durban, Administrative District of Natal, in extent 613 square metres.

The following information is furnished regarding the property, but is not guaranteed: The property is physically situated at 53 Lubbe Road, Wentworth, Durban, and the property consists of land improved by a dwelling-house comprising three bedrooms, bathroom, consisting of a bath, basin and toilet, shower separate, kitchen, lounge, carpeted, fitted cupboards, tiled roof and no fence.

Material conditions of sale: The purchaser shall pay ten per cent (10%) of the purchase price in cash at the time of sale and the balance shall be paid or secured by a bank or building society guarantee approved by the Execution Creditor's attorneys, to be furnished to the Sheriff of the Magistrate's Court, Durban, within fourteen (14) days of the date of sale. The full conditions of sale can be inspected at the office of the Sheriff of the Court, Durban South, 101 Lejaton, 40 St George's Street, Durban.

Dated at Durban this 16th day of January 1995.

Lander & Tomlinson, Plaintiff's Attorneys, c/o 6 Magister Court, 11 Muthaiga Place, Glenwood and also at Ground Floor, 2 Heritage Park, 51 Norfolk Terrace, Westville. (Ref. Mr Lander/aj/KY001 001.)

Case 3437/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Perseverance Khulekani Ngcamu**, Defendant

In terms of a judgment of the above Honourable Court dated 30 June 1994, a sale in execution will be held on 24 February 1995 at 12:00, at the Main South entrance to the Magistrate's Court, Umlazi (near the National and KwaZulu Flag Post), to the highest bidder without reserve:

Ownership Unit 101, in the Township of Umlazi, Unit 13, District County of Durban, in extent of 348,4 square metres, represented and described on General Plan BA30/1968, held under Deed of Grant 776/68, signed at Pretoria, on 21 May 1975.

Subject to the conditions of title.

Physical address: N101, Umlazi.

The following information is furnished but not guaranteed: Single storey brick under asbestos dwelling, comprising two bedrooms, dining-room, bathroom, kitchen and electricity.

(The nature, extent, condition and existence of the improvements are not guaranteed, and are sold voetstoots).

The aforesaid sale shall be subject to the conditions of sale which may be inspected at the office of the Sheriff of the Supreme Court at Umlazi, (near the National KwaZulu Flag Post).

Dated at Durban this 20th day of January 1995.

Strauss, Daly Inc., Attorneys for Plaintiff, 11th Floor, The Marine, 22 Gardiner Street, Durban. (Ref. Mrs D. Varty/ Z25681/OE.)

Case 64564/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF DURBAN HELD AT DURBAN

In the matter between **First National Bank of Southern Africa Limited**, Plaintiff, and **Russell Grant Cass**, Defendant

In pursuance of a judgment of the Magistrate's Court, Durban, dated 1 February 1994, and a warrant of execution issued thereafter, the immovable property which is described hereunder will be sold in execution, by the Sheriff of Magistrate's Court, Durban North, on 21 February 1995 at 14:00, at the front entrance of the Magistrate's Court, Sontseu Road, Durban, voetstoots to the highest bidder:

Property description: Lot 1946, Durban North, situated in the City of Durban, Administrative District of Natal, in extent 1 189 (one thousand one hundred and eighty-nine) square metres, held under Deed of Transfer T16214/88, subject to the conditions therein contained.

Physical address of property: 71 St Andrews Drive, Durban North.

Zoning of property: Special Residential.

Improvements of property (but nothing is guaranteed in respect hereof): Single-storey dwelling of plastered brick construction under lipped tiled roof consisting of lounge, kitchen, four bedrooms, toilet, bathroom/toilet, bathroom, granny flat comprising lounge, bedroom, kitchenette and separate w.c., outbuildings consisting of servants' quarters, sur/w.c., store-room, gunite swimming-pool and face brick boundry wall.

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 together with auctioneer's commission, in cash immediately after the sale. The balance of the purchase price is payable against transfer to be secured by a bank or building society guarantee approved by the Execution Creditor's attorneys and to be furnished to the Sheriff, Pinetown, within fourteen (14) days after the date of the sale.
3. Payment of Value-Added Tax which may be applicable in terms of Act No. 89 of 1991, shall be borne by the purchaser.
4. The purchaser shall be liable for the payment of interest to the Execution Creditor and to the bondholder/s (if any) from date of sale to date of registration of transfer, as set out in the conditions of sale.
5. Transfer will be effected by the attorneys for the Execution Creditor and the purchaser shall pay all the transfer costs including arrear and current rates, sewerage connection costs (if any), taxes, levies and other charges necessary to effect transfer on request by the said attorneys.
6. The full conditions of sale may be inspected at the offices of the Sheriff for the Magistrate's Court, Durban North, 15 Milne Street, Durban.

Dated at Durban this 17th day of January 1995.

Woodhead Bigby & Irving, Plaintiff's Attorneys, 650 Mansion House, 12 Field Street, Durban. (Tel. 304-4706.) (Ref. PGR/SN/43F121.A3.)

Case 750/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF INANDA HELD AT VERULAM

In the matter between **Morganagi Govender**, Plaintiff, and **Chanderpaul Sirkar**, First Defendant, and **Takurnati Sirkar**, Second Defendant

In pursuance of a judgment granted on 10 April 1992, in the Court of the Magistrate, Verulam, and under writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on Friday, 24 February 1995 at 09:00, at the front entrance to the Magistrate's Court Building, Moss Street, Verulam, to the highest bidder:

Description: A certain piece of land being: Subdivision 15 of Lot 9 of Riet Rivier 642, situated in the Development Area of Riet Rivier County of Victoria, Province of Natal, measuring 2,3732 (two comma three seven three two) hectares, held by the Debtors as to a one half share under Deed of Transfer T9728/1975 dated 9 June 1975, subject to the terms and conditions contained therein and to the remaining one half by virtue of Deed of Transfer 3552/1983, dated evenly, subject to the terms and conditions contained therein.

Physical address: 66 Neptune Drive, Riet Rivier.

Improvements: Brick under asbestos and tile double storey dwelling comprising of left wing—three bedrooms, kitchen, lounge with dining-room, toilet and bathroom, right wing—four bedrooms, kitchen, lounge, dining-room, toilet and bathroom, downstairs—three empty shops.

Town-planning: Zoning: Special Residential.

Nothing is guaranteed in these respects.

Material conditions:

1. The sale shall be subject to the terms and conditions of the Magistrate's Court and the rules made thereunder.
2. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price in cash or by a bank-guaranteed cheque at the time of the sale, the balance against transfer to be secured by a bank or a building society guarantee to be approved by the Plaintiff's attorneys to be furnished to the Sheriff within fourteen (14) days after the date of sale.
3. The full conditions may be inspected at the office of the Sheriff, Verulam, or at our offices.

Dated at Verulam this 18th day of January 1995.

Brink Martin Dubois, c/o Rindel & Co., Plaintiff's Attorneys, Suite 1, First Floor, Redrin House, 3 Groom Street, Verulam.
(Verw. Mrs Rindel/vr.)

Case 3708/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF LOWER TUGELA HELD AT STANGER

In the matter between **Umhlangi Beach Town Board**, Execution Creditor, and **E. N. Bartholomew**, Execution Debtor

In pursuance of a judgment granted on 1 March 1993, in the Magistrate's Court, Stanger, and under a writ of execution issued thereafter, the immovable property listed under will be sold in execution on Friday, 24 February 1995 at 10:00, at the front entrance to the Magistrate's Court Building, Couper Street, Stanger, to the highest bidder according to the conditions of sale which will be read out by the Sheriff of the Court, Stanger, at the time of the sale:

Description: Subdivision 81 (of 23) of Lot 61 No. 1521, situated in the Township of Umhlangi Beach, and in the North Coast Regional Water Services Area, Administrative District of Natal, in extent 2,0234 (two comma nought two three four) hectares.

Improvements: Vacant plot.

Physical address: Boundary lane.

Zoning: Residential.

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 property shall be sold to the highest bidder at the sale.
3. The purchaser (other than the Execution Creditor) shall pay 10% (ten per cent) of the purchase price in cash or by bank-guaranteed cheque immediately the sale is concluded, and the balance upon transfer of the property into his name, to be secured by a bank or building society guarantee delivered to the Sheriff of the Court within seven (7) days of the date of sale.
4. Should the purchaser fail to carry out any of the conditions of sale, the 10% (ten per cent) deposit referred to above will be forfeited. The full conditions may be inspected at the offices of the Sheriff of the Court, Stanger.

Dated at Stanger on this 20th day of January 1995.

Laurie C. Smith Inc., Execution Creditor's Attorney, 22 Jackson Street, P.O. Box 46, Stanger. (Ref. Mr Horton/RK/U.143/COLLS.)

Case 11214/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF DURBAN HELD AT DURBAN

In the matter between **NBS Bank Limited** (Reg. No. 87/01384/06), Plaintiff, and **Anamella Chellan**, Defendant

In pursuance of a judgement granted on 29 March 1994 in the Court of the Magistrate, Durban, and under a writ of execution issued thereafter, the immovable property listed hereunder shall be sold in execution to the highest bidder on 28 February 1995 at 10:00, at the front entrance to the Magistrate's Court, Chatsworth:

Description: Subdivision 255 of Lot 3, Chatsworth (formerly Lot 255 Kharwastan), situated in the City of Durban, Administrative District of Natal, in extent 1 497 square metres.

Address: 28 Heron Road, Kharwastan, Chatsworth.

Improvements: Vacant land.

1. (a) The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.

(b) The property shall be sold without reserve to the highest bidder.

2. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price and the auctioneer's commission in cash immediately after the sale and the balance to be secured by a bank or building society guarantee.

The full conditions of sale may be inspected at the offices of the Sheriff of the Magistrate's Court, Chatsworth.

Jackson & Ameen, Plaintiff's Attorneys, Fifth Floor, Fenton House, Fenton Road, Durban. (Ref. Colls/P Murugan/05N011528.)

Case 34421/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF DURBAN HELD AT DURBAN

In the matter between **NBS Bank Limited** (Reg. No. 87/01384/06), Plaintiff, and **Sathiaseelan Govender**, First Defendant, and **Yogavallie Govender**, Second Defendant

In pursuance of a judgment granted on 21 June 1994, the Court of the Magistrate, Durban, and under a writ of execution issued thereafter, the immovable property listed hereunder shall be sold in execution to the highest bidder on 28 February 1995 at 10:00, at the front entrance to the Magistrate's Court, Chatsworth:

Description: Subdivision 2236 (of Subdivision 2194) of the farm Chat One 14542, renumbered to Subdivision 2236 (of 2194), of Lot 101, Chatsworth, situated in the City of Durban, Administrative District of Natal, in extent 235 square metres.

Address: 184 Montdene Drive, Croftdene, Chatsworth.

Improvements: Semi detached double storey block under asbestos roof dwelling comprising three bedrooms, lounge, kitchen, toilet and bathroom.

1. (a) The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.

(b) The property shall be sold without reserve to the highest bidder.

2. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price and the auctioneer's commission in cash immediately after the sale and the balance to be secured by a bank or building society guarantee.

The full conditions of sale may be inspected at the offices of the Sheriff of the Magistrate's Court, Chatsworth.

Jackson & Ameen, Plaintiff's Attorneys, Fifth Floor, Fenton House, Fenton Road, Durban. (Ref. Colls/P Murugan/05N011561.)

Case 83355/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF DURBAN HELD AT DURBAN

In the matter between **NBS Bank Limited** (Reg. No. 87/01384/06), Plaintiff, and **Herman Chellan**, Defendant

In pursuance of a judgment granted on 27 January 1994, in the Court of the Magistrate, Durban, and under a writ of execution issued thereafter, the immovable property listed hereunder shall be sold in execution to the highest bidder on 24 February 1995 at 10:00, at the front entrance to the Magistrate's Court, Moss Street, Verulam:

Description: Lot 413, Longcroft, situated in the City of Durban, Administrative District of Natal, in extent 233 square metres.

Address: 23 Bradcroft Place, Longcroft, Phoenix.

Improvements: Block under tile dwelling comprising: *Upstairs:* Three bedrooms, bathroom and toilet together. *Downstairs:* Open plan lounge, dining-room, kitchen, precast fencing and water and lights facilities.

1. (a) The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.

(b) The property shall be sold without reserve to the highest bidder.

2. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price and the auctioneer's commission in cash immediately after the sale and the balance to be secured by a bank or building society guarantee.

The full conditions of sale may be inspected at the offices of the Sheriff of the Magistrate's Court, Chatsworth.

Jackson & Ameen, Plaintiff's Attorneys, Fifth Floor, Fenton House, Fenton Road, Durban. (Ref. Colls/P Murugan/05N225043.)

ORANGE FREE STATE ORANJE-VRYSTAAT

Saak 425/94

IN DIE LANDDROSHOF VIR DIE DISTRIK PARYS GEHOU TE PARYS

In die saak tussen **Khayaletu Home Loans**, Eiser, en **Khandieza Mackson Mrobo**, Verweerder

Ooreenkomstig 'n vonnis van die Landdroshof in die 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 22 Februarie 1995 om 10:00, per publieke veiling deur die Balju, Parys, verkoop word:

Erf 4074, tesame met die verbeteringe of geboue daarop geleë in die dorpsgebied Tumahole, gehou kragtens Grondbrief T9135/1992, grootte 286 (tweehonderd ses-en-tagtig) vierkante meter.

Verbeterings (ten opsigte waarvan egter geen waarborg gegee word nie): Losstaande baksteen- en/of sementwoonhuis onder sink/asbes/teëldak bestaande uit: Sitkamer, badkamer, kombuis en slaapkamer(s).

Die wesenlike 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 ter insae.

Gedateer te Parys op hede die 17de dag van Januarie 1995.

C. F. Swanepoel, vir Bezuidenhout & Van Zyl, p.a. De Villiers & Joynt, Prokureurs vir Eiser, Dolfstraat 63; Posbus 43, Parys. (Verw. CFS/EJ/BEZ051/N4372.)

Saak 127/93

IN DIE LANDDROSHOF VIR DIE DISTRIK CLOCOLAN GEHOU TE CLOCOLAN

In die saak tussen **Oos Vrystaat Kaap Koöperasie Beperk**, Eiser, en **J. H. C. van der Merwe**, Verweerder

Ten uitvoerlegging van 'n vonnis toegestaan deur die bogemelde Agbare Hof sal 'n verkoping sonder reserwes deur die Balju, Clocolan, op 24 Februarie 1995 om 10:00, te die Landdroskantore Clocolan, 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 Steinbach & Oelofse te Charl Cillierslaan 5, Clocolan:

Sekere: Erf 54, geleë in die dorp en distrik Clocolan, groot 604 (ses nul vier) vierkante meter.

Sekere Erf 56, geleë in die dorp een distrik Clocolan, groot 604 (ses nul vier) vierkante meter, gehou kragtens transportakte.

Beskrywing: Woning bestaan uit eetkamer, kombuis, drie slaapkamers, twee badkamers, sitkamer en gesinskamer. Geen buitegeboue. 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 verkoopvoorwaardes al voor die verkoping uitgelees en kan gedurende kantoorure nagegaan word by die kantoor van Steinbach & Oelofse Clocolan.

Geteken te Clocolan op hierdie 12de dag van Januarie 1995.

Steinbach & Oelofse, Posbus 5, Clocolan, 9735.

Saak 1250/94

IN DIE LANDDROSHOF VIR DIE DISTRIK PARYS GEHOU TE PARYS

In die saak tussen **Standard Bank van SA Beperk**, Eiser, en **Pieter Willem de Bruyn**, Verweerder

Ingevolge 'n vonnis van bogemelde Hof en kragtens 'n lasbrief vir eksekusie gedateer 25 Oktober 1994, sal die ondervermelde eiendom op Woensdag, 22 Februarie 1995 om 10:00, voor die Landdroskantoor, Philipstraat, Parys, geregelik aan die hoogste bieder verkoop word, naamlik:

Plot 2 (van 2) Pistorius Rust Kleinplase, distrik Parys, groot 4,5519 (vier komma vyf vyf een nege) hektaar.

Die volgende verbeterings is na bewering op die eiendom aangebring, maar niks in hierdie verband word gewaarborg nie: Woonhuis en buitegeboue.

Fisiese adres: Plot 2, Pistorius Rust, Kleinplase, distrik Parys.

Die koper moet 10% (tien persent) van die koopsom in kontant op die dag van verkoping aan die Balju van die Landdroshof betaal. Die balans plus rente teen 16,25% (sestien komma twee vyf persent) moet verseker word deur 'n bank of ander goedgekeurde waarborg betaalbaar teen registrasie van transport en wat binne 14 (veertien) dae na datum van verkoping gelewer moet word.

Die verkoping is onderworpe aan die bepalings van die Landdroshofwet, No. 32 van 1944, en die reëls daaronder uitgevaardig, soos gewysig, asook die voorwaardes vervat in die Akte van Transport.

Die volledige voorwaardes van die verkoping sal gedurende kantoorure te die kantore van die Balju van die Landdroshof, Parys, ter insae lê.

Gedateer te Parys op hierdie 12de dag van Januarie 1995.

Coetzee & Barnhoorn, Prokureurs vir Eiser, Buitenstraat 25; Posbus 5, Parys, 9585.

Saak 10566/94

IN DIE LANDDROSHOF VIR DIE DISTRIK VEREENIGING GEHOU TE VEREENIGING

In die saak tussen **ABSA Bank Beperk** (86/04794/06) (Allied Bank Divisie), Eiser, en **Johannes Jurgens Antonie Swanepoel**, Verweerder

Ter uitvoering van 'n uitspraak van die Landdroshof vir die distrik Vereeniging, sal die eiendom hieronder vermeld per openbare veiling verkoop word by die kantoor van Landdroshof, Sasolburg, op 24 Februarie 1995 om 10:00, op die voorwaardes wat deur die Balju gelees sal word ten tye van die verkoping. Die voorwaardes lê ook ter insae by die kantore van die Balju, Landdroshof, Sasolburg:

Sekere: Erf 5137, in die dorp Sasolburg, distrik Parys (Riemlandstraat 41), groot 1 988 vierkante meter.

Verbeterings: Sitkamer, eetkamer, familiekamer, drie slaapkamers, badkamer/w.c., bediendekamer/w.c. en swembad.

Terme: Die eiendom word verkoop aan die hoogste bieder en die verkoping sal onderhewig wees aan die bepalings van artikel 66 van die Landdroshofweg, Wet No. 32 van 1944, soos gewysig.

Die koopprys sal as volg betaalbaar wees:

- (a) Tien per sentum (10%) van die koopprys is betaalbaar in kontant na afhandeling van die verkoping; en
- (b) die balans sal verseker word deur die lewering van 'n aanvaarbare waarborg aan die Balju, Landdroshof binne veertien (14) dae gereken vanaf datum van koop welke waarborg betaalbaar is teen datum van registrasie en op elke balans rente bereken sal word teen 'n koers van 16,25% (sestien komma twee vyf persent) per jaar vanaf datum van koop tot datum van betaling;
- (c) die inligting hierbo vermeld word onder die aandag van voornemende kopers gebring maar niks word gewaarborg nie;
- (d) die koper sal ook aanspreeklik wees vir betaling van afslaerskommissie bereken teen die tarief voorgeskryf van tyd tot tyd.

Voorwaardes: Die voorwaardes van koop sal deur die Balju, Landdroshof uitgelees word onmiddellik voor die verkoping en mag by sy kantore geïnspekteer word.

Gedateer te Vereeniging hierdie 18de dag van Januarie 1995.

D. C. J. Hoffman, vir D. J. Malan & Hoffman, Cicerogebou, Lesliestraat 14; Posbus 415, Vereeniging. (Verw. Mnr. Hoffman.)

Saak 3237/94

IN DIE LANDDROSHOF VIR DIE DISTRIK ODENDAALSRUS GEHOU TE ODENDAALSRUS

In die saak tussen **Nedperm Bank Beperk**, Eksekusieskuldeiser, en **Hendrik Andries Steyn**, Eerste Eksekusieskuldenaar, en **Martha Maria Louisa Steyn**, Tweede Eksekusieskuldenaar

Ingevolge 'n vonnis in die Landdroshof, Odendaalsrus en 'n lasbrief vir eksekusie gedateer 13 Desember 1994, sal die volgende eiendom by wyse van openbare veiling in eksekusie verkoop word op Vrydag, 17 Februarie 1995 om 10:00, voor die Landdroshof, Odendaalsrus:

Sekere: Erf 826, geleë in die dorp Odendaalsrus, distrik Odendaalsrus, ook bekend as Erleigh Boulevard 17, Odendaalsrus, groot 644 vierkante meter, gehou kragtens Transportakte T2718/1988.

Verbeterings: Drieslaapkamer woonhuis met sitkamer, eetkamer, TV-kamer, studeerkamer, twee badkamers, kombuis, twee motorafdakke en bediendekamer.

Die eiendom is gesoneer vir woondoeleindes.

Voorwaardes van verkoping:

1. Die eiendom sal voetstoots verkoop word aan die hoogste bieder onderhewig aan die bepalings van die Wet op Landdroshof, No. 32 van 1944, soos gewysig en die reëls daarkragtens uitgevaardig.

2. Die koopprys sal as volg betaalbaar wees: 'n Deposito van 10% (tien persent) van die koopprys in kontant onmiddellik na afhandeling van die veiling en die onbetaalde balans tesame met rente daarop bereken teen 16,25% (sestien komma twee vyf persent) per jaar vanaf datum van verkoping tot datum van registrasie van transport sal binne 21 (een-en-twintig) dae betaal word of gewaarborg word deur 'n goedgekeurde bank- of bougenootskapwaarborg.

3. Die volle verkoopvoorwaardes wat deur die afslaer uitgelees sal word onmiddellik voor die verkoping kan gedurende kantoorure by die kantoor van die Balju, Odendaalsrus nagesien word.

Geteken te Odendaalsrus op hierdie 10de dag van Januarie 1995.

Van der Watt Maree & Jordaan, Van der Wattgebou, Kerkstraat 52, Odendaalsrus.

Saak 2341/92

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Oranje-Vrystaatse Provinsiale Afdeling)

In die saak tussen **Kleinsake Ontwikkelingskorporasie Bpk.**, Eiser, en **Tsiame Edwin Mokheseng**, Verweerder

Kennis word hiermee ingevolge die Oranje-Vrystaatse Provinsiale Afdeling van die Hooggeregshof in bogemelde saak op 16 Julie 1992 en ter uitvoering van 'n lasbrief tot uitwinning sal deur die Balju van die Hooggeregshof van Ladybrand op 24 Februarie 1995 om 11:00, te die Landdroskantoor, Ladybrand, die volgende eiendom per openbare veiling verkoop word:

Perseel 273, Manyatseng, distrik Ladybrand, groot 447 vierkante meter.

Die koper sal 10% (tien persent) van die koste in kontant aan die Balju van die Hooggeregshof betaal onmiddellik na die verkoping. Die balans moet verseker word deur 'n bank- of bougenootskapwaarborg wat binne 21 (een-en-twintig) dae na datum van die verkoping aan die Balju van die Hooggeregshof gelewer moet word.

Die gemelde eiendom sal verkoop word op die voorwaardes wat uitgelees sal word deur die Balju van die Hooggeregshof ten tye van die verkoping en welke voorwaardes nagegaan kan word te die kantore van die Balju van die Hooggeregshof, Ladybrand.

Geteken te Bloemfontein hierdie 23ste dag van Januarie 1995.

L. C. Opperman, vir Vermaak & Dennis, Prokureur vir Eiser, Voortrekkerstraat 96, Bloemfontein.

Saak 11621/94

IN DIE LANDDROSHOF VIR DIE DISTRIK BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

In die saak tussen **NBS Bank Beperk**, Eiser, en **Albert Johannes Hansen**, Eerste Verweerder, en mev. **Edith Cavell Hansen**, Tweede Verweerder

Ingevolge 'n vonnis gedateer 5 Augustus 1994 en 'n lasbrief vir eksekusie in die Landdroshof van Bloemfontein, sal die volgende eiendom per publieke veiling verkoop word op Vrydag, 24 Februarie 1995 om 10:00, te die Peetlaan-ingang van die Landdroshof, Bloemfontein:

Sekere: Erf 7462, geleë in die stad en distrik Bloemfontein; en beter bekend as Orleansweg 12, Bayswater, Bloemfontein, groot 1 031 m², gehou kragtens Transportakte T12269/91.

Verbeterings: Vierslaapkamerwoonhuis met portaal, sit/eetkamer, kombuis, TV-kamer, badkamer, toilet, motorhuis, bedien-dekamer en buitetoilet.

Voorwaardes van verkoping:

1. Die verkoping sal onderhewig wees aan die goedkeuring van die Eksekusieskuldeiser binne 14 dae na die verkoping en verder onderhewig aan die bepalinge van die Landdroshofwet, No. 32 van 1944, soos gewysig, en die reëls daarkragtens uitgevaardig.

2. Die koopprys sal as volg betaalbaar wees:

'n Deposito van 10% (tien persent) van die koopprys in kontant onmiddellik na afhandeling van die veiling;

Die onbetaalde balans tesame met rente op die koopsom bereken teen 'n koers van 15,250% (vyftien komma twee vyf persent) per jaar vanaf datum van verkoping tot datum van registrasie van transport, sal binne 14 dae betaal word of gewaarborg word deur 'n goedgekeurde bank- of bouverenigingwaarborg.

3. Die volledige verkoopvoorwaardes wat deur die Balju of Afslaer uitgelees sal word onmiddellik voor die verkoping, kan gedurende kantoorure by die kantoor van die Balju ingesien word.

Gedateer te Bloemfontein hierdie 21ste dag van Desember 1994.

J. H. Conradie, Prokureur van Eksekusieskuldeiser, p.a. Rossouws, Tweede Verdieping, SA Property House, Elizabethstraat 6; Posbus 7595, Bloemfontein, 9300. [Tel. (051) 30-5870.]

Saak 12344/94

IN DIE HOOGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **ABSA Bank Beperk**, Eiser, en **Dats BK**, Eerste Verweerder, **Daniël Benjamin van der Schyff**, Tweede Verweerder

Ter uitwinning van 'n vonnis van die Hooggeregshof van Suid-Afrika (Transvaalse Provinsiale Afdeling) in bogemelde saak, sal 'n verkoping gehou word by die Landdroskantoor, Presidentstraat, Bothaville, op 17 Februarie 1995 om 10:00, van die ondervermelde eiendom van die Eerste Verweerder op die voorwaardes wat deur die vendu-afslaer gelees sal word ten tye van die verkoping en welke voorwaardes by die kantoor van die Balju, Presidentstraat 13, Bothaville, voor die verkoping ter insae sal lê:

Restant van Erf 783, Bothaville-uitbreiding 9, distrik Bothaville, groot 3 239 vierkante meter, geleë te Negende Laan, Industriële Gebied, Bothaville.

Die volgende inligting word verskaf insake verbeteringe, alhoewel geen waarborg in verband daarmee gegee kan word nie: Kantore, stoor of werksinkels en sink afdak.

Voorwaardes van verkoop: 'n Deposito van 10% (tien persent) van die koopprys is betaalbaar op datum van verkoop en die balans in kontant teen registrasie of die balans kan betaal word by wyse van die lewering van 'n bankwaarborg wat aanvaarbaar is vir die Eiser welke waarborg gelewer moet word binne 21 dae na datum van die verkoping.

Aldus gedoen en geteken te Bothaville hierdie 17de dag van Januarie 1995.

Posbus 7, Bothaville.

Saak 1193/93

IN DIE LANDDROSHOF VIR DIE DISTRIK PARYS GEHOU TE PARYS

In die saak tussen **Khayaletu Home Loans**, Eiser, en **Aupa John Paul**, Verweerder

Ooreenkomstig 'n vonnis van die Landdroshof in die 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 22 Februarie 1994 om 10:00, per publieke veiling deur die Balju, Parys, verkoop word:

Erf 3996, tesame met die verbeteringe of geboue daarop geleë in die dorpsgebied van Tumahole, gehou kragtens Grondbrief TL1923/89, grootte 286 (tweehonderd ses-en-tagtig) vierkante meter.

Verbeterings (ten opsigte waarvan egter geen waarborg gegee word nie): Losstaande baksteen- en/of sementwoonhuis onder sink/asbes/teëldak bestaande uit: Sitkamer, badkamer, kombuis en slaapkamer(s).

Die wesenlike 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 ter insae.
- Gedateer te Parys op hede die 20ste dag van Januarie 1995.

C. F. Swanepoel, vir Bezuidenhout & Van Zyl, p.a. De Villiers & Joynt, Prokureurs vir Eiser, Dolfstraat 63; Posbus 43, Parys. (Verw. CFS/EJ/BEZ041/N4171.)

Case 10170/04

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF WELKOM HELD AT WELKOM

In the matter between **ABSA Bank Limited**, Plaintiff, and **Tredoux André Truter**, First Defendant, and **Elize Truter**, Second Defendant

In pursuance of a judgment in the Court of the Welkom Magistrate's Court granted on 11 November 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 10 March 1995 at 11:00, at the Tulbagh Street entrance to the Magistrate's Court, Welkom, namely:

Certain: Erf 3518 (Extension 1) situated in the Township Riebeeckstad, District of Welkom, measuring 833 (three hundred and thirty-three) square metres, held by the Defendants by virtue of Deed of Transfer T3795/1988, known as 29 Mozart Street, Riebeeckstad.

Improvements: Residential property with entrance hall, lounge, dining-room, kitchen, three bedrooms, two bathrooms with toilets, double garage, two servants' quarters and toilet. (None of which are guaranteed.)

Terms:

1. The purchase price is payable as follows:
 - 1.1 10% (ten per centum) thereof on the day of the sale; and
 - 1.2 the balance together with interest shall be paid or secured by a bank or building society guarantee within 14 days after the date of the date of the sale.
2. The sale shall in all respects be governed by the applicable provisions of the Magistrates' Courts Act of 1944, as amended, and the rules promulgated thereunder.
3. The property shall be sold voetstoots to the highest bidder.
4. The purchaser shall be liable for and shall pay to the Plaintiff's conveyancers on request, the fees of the Messenger of Court for acting as auctioneer and all amounts necessary to obtain transfer of the property, including stamp duty, the costs of transfer and all such rates and taxes and other amounts including VAT as are payable to obtain a certificate in terms of any relevant section of the Local Government Ordinance (Orange Free State).

The full conditions of sale may be inspected prior to the sale at the offices of the Sheriff for the District of Welkom, 100 Constantia Street, Welkom. The said conditions of sale will be read out by the Sheriff immediately prior to the sale.

Dated at Welkom on this 24th day of January 1995.

M. C. Louw, for Daly & Neumann Inc., Attorney for Plaintiff, Dalman House, Graaf Street, Welkom, 9459. (Ref. M. C. Louw/LVR/AL702.)

Case 6554/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF WELKOM HELD AT WELKOM

In the matter between **ABSA Bank Limited**, Plaintiff, and **Barry William Miller**, First Defendant, and **Frederika Miller**, Second Defendant

In pursuance of a judgment in the Court of the Welkom Magistrate's Court granted on 27 July 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 10 March 1995 at 11:00, at the Tulbach Street entrance to the Magistrate's Court, Welkom, namely:

Terms:

1. The purchase price is payable as follows:
 - 1.1 10% (ten per centum) thereof on the day of the sale; and

1.2 the balance together with interest shall be paid or secured by a bank or building society guarantee within 14 days after the date of the date of the sale.

2. The sale shall in all respects be governed by the applicable provisions of the Magistrates' Courts Act of 1944, as amended, and the rules promulgated thereunder.

3. The property shall be sold voetstoots to the highest bidder.

4. The purchaser shall be liable for and shall pay to the Plaintiff's conveyancers on request, the fees of the Messenger of Court for acting as auctioneer and all amounts necessary to obtain transfer of the property, including stamp duty, the costs of transfer and all such rates and taxes and other amounts including VAT as are payable to obtain a certificate in terms of any relevant section of the Local Government Ordinance (Orange Free State).

The full conditions of sale may be inspected prior to the sale at the offices of the Sheriff for the District of Welkom, 100 Constantia Street, Welkom. The said conditions of sale will be read out by the Sheriff immediately prior to the sale.

Dated at Welkom on this 25th day of January 1995.

M. C. Louw, for Daly & Neumann Inc., Attorney for Plaintiff, Dalman House, Graaf Street, Welkom, 9459. (Ref. M. C. Louw/LVR/UN184.)

Case 955/94

IN THE SUPREME COURT OF SOUTH AFRICA
(Orange Free State Provincial Division)

In the matter between **ABSA Bank Limited** (United Bank Division), formerly known as United Bank Limited, and prior to that United Building Society Limited, and previously United Building Society, Plaintiff, and **Tefo Nkete**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Orange Free State Provincial Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court at the Magistrate's Court Office, Baine Street, Sasolburg, on Friday, 24 February 1995 at 10:00, of the undermentioned immovable property of the Defendant on the conditions which will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Sasolburg, at Trust Bank Chambers, Fichardt Street, Sasolburg:

The right of leasehold in respect of Erf 3928, Zamela Township, District of Parys, measuring 383 m², held by the Defendant under Certificate of Right of Leasehold TL13964/1990, being 3928 Zamdela, Sasolburg.

The following information is furnished re the improvements, though in this respect nothing is guaranteed:

The dwelling consisting of lounge, dining-room, three bedrooms, bathrooms, separate w.c. and kitchen.

Terms: 10% (ten per cent) of the purchase price in cash on the day of the sale; the balance payable against registration of transfer, to be secured by a bank or building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale.

The purchaser shall, on the day of sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg on this 9th day of January 1995.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z93575/FCLS/Mr Brewer/djl.)

Saak 5018/93

IN DIE LANDDROSHOF VIR DIE DISTRIK BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

In die saak tussen **Kleinsake Ontwikkelingskorporasie BK**, Eiser, en **N. T. Molosioa**, Verweerder

Ingevolge 'n uitspraak in die Hof van die Landdroshof van Bloemfontein en 'n lasbrief vir eksekusie sal die volgende eiendom op Vrydag, 24 Februarie 1995 om 10:00, te die Landdroskantoor, Peetlaan-ingang, Bloemfontein, aan die hoogste bieder geregtelik verkoop word:

Perseel 10335, geleë in die dorpsgebied Kagisanong, distrik Bloemfontein, gehou kragtens Sertifikaat van Geregisteerde Reg van Huurpag TL1087/1991, groot 2 094 vierkante meter; en

Perseel 10342, geleë in die dorpsgebied, Kagisanong, distrik Bloemfontein, gehou kragtens Sertifikaat van Geregisteerde Reg van Huurpag TL1088/1991, groot 3 681 vierkante meter, bestaande uit 'n sakekompleks.

Die koper sal 10% (tien persent) van die koste in kontant aan die Balju betaal onmiddellik na die verkoping. Die balans moet verseker word deur 'n bank- of bougenootskapswaarborg wat binne 21 (een-en-twintig) dae na datum van die verkoping aan die Balju gelewer moet word.

Die gemelde eiendom sal verkoop word op die voorwaardes wat uitgelees sal word deur die Balju ten tye van die verkoping en welke voorwaardes nagegaan kan word te die kantore van die Balju, Bloemfontein-Oos, Barnesstraat 5, Bloemfontein, gedurende kantoorure.

Geteken te Bloemfontein op hierdie 26ste dag van Januarie 1995.

L. C. Opperman, vir Vermaak & Dennis, Prokureur vir Eiser, Voortrekkerstraat 96, Bloemfontein.

Saak 15206/94

IN DIE LANDDROSHOF VIR DIE DISTRIK BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

In die saak tussen **Die Munisipaliteit van Bloemfontein**, Eiser, en **Bahumi O. J. en S. M.**, Verweerders

Ingevolge 'n uitspraak in die Hof van die Landdros van Bloemfontein en 'n lasbrief vir geregtelike verkoping gedateer 2 Desember 1994 sal die volgende eiendom op Vrydag, 10 Maart 1995 om 10:00, by die Landdroskantoor, Peetlaan-ingang, Bloemfontein, aan die hoogste bieder geregtelik verkoop word:

Sekere Erf 7816, geleë in die stad en distrik Bloemfontein, groot 884 vierkante meter, gehou kragtens Akte van Transport No. 20075/1993 geregistreer op 12 November 1993, perseeladres Elias Snymanstraat 5, Erlichpark, Bloemfontein.

Die volgende verbeterings is aangebring, maar niks word gewaarborg nie:

Woonhuis bestaande uit drie slaapkamers, sit-/eetkamer, badkamer en kombuis. Buitegeboue: Motorafdak en toilet.

Die verkoopvoorwaardes lê ter insae by die kantoor van die Balju, Landdroshof, Bloemfontein-Oos, Barnesstraat 5, Bloemfontein, gedurende kantoorure.

Geteken te Bloemfontein hierdie 24ste dag van Januarie 1995.

J. H. Truter, Prokureur vir Eiser, p.a. Naudes, Derde Verdieping, Trustfonteingebou, Posbus 260, St Andrewstraat 151, Bloemfontein.

Saak 9665/94

IN DIE LANDDROSHOF VIR DIE DISTRIK BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

In die saak tussen **Die Munisipaliteit van Bloemfontein**, Eiser, en **Saunders J. en H. W.**, Verweerders

Ingevolge 'n uitspraak in die Hof van die Landdros van Bloemfontein en 'n lasbrief vir geregtelike verkoping gedateer 14 November 1994 sal die volgende eiendom op Vrydag, 10 Maart 1995 om 10:00, by die Landdroskantoor, Peetlaan-ingang, Bloemfontein, aan die hoogste bieder geregtelik verkoop word:

Sekere Erf 12285, geleë in die stad en distrik Bloemfontein, groot 786 vierkante meter, gehou kragtens Akte van Transport No. 6360/1987 geregistreer op 7 Julie 1987, perseeladres Ceylonweg 61, Uitsig, Bloemfontein.

Die volgende verbeterings is aangebring, maar niks word gewaarborg nie:

Woonhuis bestaande uit drie slaapkamers, sitkamer, eetkamer, TV-kamer, badkamer en kombuis. Buitegeboue: Motorafdak en toilet.

Die verkoopvoorwaardes lê ter insae by die kantoor van die Balju, Landdroshof, Bloemfontein-Oos, Barnesstraat 5, Bloemfontein, gedurende kantoorure.

Geteken te Bloemfontein hierdie 24ste dag van Januarie 1995.

J. H. Truter, p.a. Naudes, Prokureur vir Eiser, Derde Verdieping, Trustfonteingebou, Posbus 260, St Andrewstraat 151, Bloemfontein.

Saak 9458/94

IN DIE LANDDROSHOF VIR DIE DISTRIK BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

In die saak tussen **Die Munisipaliteit van Bloemfontein**, Eiser, en **Dumezweni, N. E.**, Verweerder

Ingevolge 'n uitspraak in die Hof van die Landdros van Bloemfontein, en 'n lasbrief vir geregtelike verkoping, gedateer 7 Oktober 1994, sal die volgende eiendom op Vrydag, 10 Maart 1995 om 10:00, by die Landdroskantoor, Peetlaan-ingang, Bloemfontein, aan die hoogste bieder geregtelik verkoop word:

Sekere Erf 22495, geleë in die stad en distrik Bloemfontein, groot 920 vierkante meter, gehou kragtens Akte van Transport 16532/93, geregistreer op 21 September 1993 (perseeladres Honey Bellsingel 12, Lourierpark, Bloemfontein).

Die volgende verbeterings is aangebring maar niks word gewaarborg nie: Woonhuis bestaande uit twee slaapkamers, sitkamer, eetkamer, badkamer en kombuis.

Buitegeboue: Toilet.

Die verkoopvoorwaardes lê ter insae by die kantoor van die Balju, Landdroshof, Bloemfontein-Oos, Barnesstraat 5, Bloemfontein, gedurende kantoorure.

Geteken te Bloemfontein hierdie 24ste dag van Januarie 1995.

J. H. Truter, p.a. Naudes, Prokureur vir Eiser, Derde Verdieping, Trustfonteingebou, Posbus 260, St Andrewstraat 151, Bloemfontein.

IN DIE LANDDROSHOF VIR DIE DISTRIK WELKOM GEHOU TE WELKOM

In die saak tussen **I. J. Heyns**, Vonnisskuldeiser, en **F. G. Rogl**, Eerste Vonnisskuldenaar, en **C P C (Edms.) Beperk**, Tweede Vonnisskuldenaar

Ingevolge 'n vonnis gelewer op 14 Junie 1994, in die Welkom Landdroshof, en 'n lasbrief van eksekusie daarna uitgereik, word die eiendom hieronder beskryf in eksekusie verkoop op 24 Februarie 1995 om 11:00, voor die Tulbagh-ingang tot die Landdroshof Welkom, deur Podium Afslaers, aan die persoon wat die hoogste aanbod maak, naamlik:

Beskrywing: Erf 868, Henlynhoff 2, MT Ayliffstraat, Welkom, groot 43 vierkante meter, gehou kragtens Deeltitel 3/1981 (2).

Die volgende inligting word aangegee, maar is nie gewaarborg nie: Die eiendom bestaan uit wooneenheid.

Die voorgenoemde geregtelike verkoping sal onderhewig wees aan die voorwaardes van verkoping wat geïnspekteer kan word by die kantore van die Balju van die Landdroshof te Welkom.

Gedateer te Welkom op hede die 19de dag van Januarie 1995.

T. Wolmarans, vir Symington & De Kok, Sonleyri Chambers, 24 Heeren Street, Posbus 2175, Welkom, 9460. [Tel. (057) 353-3051.] (Verw. T. Wolmarans/RO/AH0121.)

PUBLIC AUCTIONS, SALES AND TENDERS OPENBARE VEILINGS, VERKOPE EN TENDERS

TRANSVAAL

VAN'S AFSLAERS

VEILING: PLAAS

In opdrag van die Kurator van insolvente boedel **J. Oosthuizen**, T845/93, verkoop Van's Afslaers ondervermelde eiendom, onderhewig aan bekragtiging, per openbare veiling op 13 Februarie om 11:00 te Gedeelte 63, Droogekloof 471, distrik Warmbad.

Beskrywing: Gedeelte 63, van die plaas Droogekloof 471 KR, distrik Warmbad.

Groot: 42,3694 ha.

Verbeterings: 2 Woonhuise, ateljee, hartbeeshuisie, tradisionele kraal en Evkomkrag.

Betaling: 10% (tien persent) deposito plus kommissie. Balans binne 30 dae.

Inligting: Skakel Van's Afslaers (012) 335-2974.

BID-A-BID AUCTIONEERS

Duly instructed by the Trustee of insolvent estate **G. Odendaal**, Master's Ref. T3702/94, we will sell certain Erf 1223, Florida, at the premises 92 Madeline Street, Florida, on Tuesday, 7 February 1995 at 10:30:

Terms: 20% (twenty per centum) deposit by cash or bank-guaranteed cheque immediately and the balance within 30 days of confirmation.

Bid-A-Bid CC, P.O. Box 129, Eikenhof, 1872. Tel. (011) 948-8052/3.

MEYER AFSLAERS BK

(CK 91/13027/23)

INSOLVENTE BOEDELVEILING VAN PRAGTIGE WONING IN GESOGDE-UITBREIDING FAERIE GLEN, PRETORIA. JACUZZI SWEMBAD, BOORGAT EN LAPA. **APARTE INGANG:** SPREEKKAMERS MET TOILET NABY MEDIESE SENTRUM

Behoorlik daartoe gelas deur die voorlopige Kurator van insolvensieboedel **K. Z. en T. K. Rassalski**, Meesterverwysings T3566/94.

Verkoop ons per publieke veiling onderhewig aan bekragtiging die volgende eiendom:

Erf 28, geleë te Vistalaan 333, Faerie Glen, Pretoria.

Grootte: 1 671 vierkante meter.

Verbeterings: Drie slaapkamers, twee badkamers, kombuis, opwas, eetkamer, sitkamer, TV kamer, studeerkamer, buite-wasbak, twee buite stoorkamers, bediende kwartiere, diefalarm, intercom, drie motorafdakke, swembad, boorgat, jacuzzi, lapa, twee kamers met toilet en geskik vir spreekkamers.

Plek: Op die perseel: Vistalaan 333, Faerie Glen, Pretoria.

Datum en tyd: Dinsdag, 14 Februarie 1995 om 11:00.

Afslatersnota: Aandag alle professionele persone. Baie goed geleë, naby inkopiesentrums, mediesesentrum en skole.

Verkoopvoorwaardes: 10% (tien persent) deposito in kontant of bankgewaarborgde tjek met toeslaan van bod. Waarborg vir die balans binne 30 dae vanaf datum van bekragtiging.

Besigtiging: Daaglik of reël met Afslaters.

Verdere navrae: Kontak Anna van der Watt: Meyer Afslaters/Eiendomsagente. Tel. (012) 323-7821 of n.u. (012) 45-04835 of Faks. (012) 324-5119.

PHIL MINNAAR BK

(BK93/29245/23)

INSOLVENTE BOEDELVEILING: DRIESLAAPKAMERWONING—GERMISTON

In opdrag van die Kurator in die insolvente boedel **T. H. en A. de Koker**, Meesterverwysing T2777/94, verkoop ons die ondervermelde eiendom per openbare veiling op Vrydag, 10 Februarie 1995 om 11:00:

Plek van veiling: Verdunstraat 7, Delville, Germiston.

Beskrywing van eiendom: Erf 246, ook bekend as Verdunstraat 7, Delville, Germiston.

Groot: 1 019 m².

Verbeterings: Hierdie staan/sinkdakwoning bestaan uit drie slaapkamers, sitkamer, eetkamer, TV kamer, kombuis, aparte opwasarea, badkamer, bediende kamer met geriewe, enkel toesluit motorhuis en afdak.

Terme: 20% (twintig persent) Deposito in kontant of bankgewaarborgde tjek en balans verseker te word met waarborge binne 45 dae na bekragtiging.

Besigtiging: Skakel mnr. de Koker by (011) 873-1286 vir afspraak.

Navrae: Skakel Martin Pretorius by (012) 322-8330.

Phil Minnaar BK, Posbus 28265, Sunnyside, 0132.

VAN'S AFSLAERS

VEILING: WONING

In opdrag van die Kurator van insolvente boedel **J. M. M. Smit**, T2713/94, verkoop Van's Afslaters ondervermelde eiendom, onderhewig aan bekragtiging, per openbare veiling op 7 Februarie om 11:00, te Ooievaarstraat 869, East Lynne.

Groot: 1 318 m².

Verbeterings: Vyfslaapkamerwoonhuis, twee bad-, sit-, eetkamer, kombuis, ens.

Betaling: 10% (tien persent) deposito plus kommissie. Balans binne 30 dae.

Inligting: Skakel Van's Afslaters (012) 335-2974.

TRAKMAN'S AUCTION SALES

INSOLVENT ESTATE

Instructed thereto by the Trustee of insolvent estate **I. D. Spracklen**, Master's Ref. T862/94, we will sell the assets at Our Mart, 5 First Street, New Doornfontein, Johannesburg, on Tuesday, 21 February 1995 at 10:30:

Terms: Cash. Phone (011) 614-7135.

Trakman's Auctioneers (Pty) Ltd, P.O. Box 53544, Troyeville, 2139.

TRAKMAN'S AUCTION SALES

COMPANY IN LIQUIDATION

Instructed thereto by the Joint Liquidators of **Vicwell CC**, in liquidation, Master's Ref. T2982/94, we will sell the assets at our Mart, 5 First Street, New Doornfontein, Johannesburg, on Tuesday, 21 February 1995 at 10:30:

Terms: Cash. Phone (011) 614-7135.

Trakman's Auctioneers (Pty) Ltd, P.O. Box 53544, Troyville, 2139.

DIPPENAAR EN BOOYSEN (EDMS.) BPK SE VENDUSIES**INHOUD VAN GOED TOEGERUSTE EN MODERNE BAKKERY**

Behoorlik daartoe gelas deur die Kurator in die insolvente boedel van **Sesma Voedselondernemings BK**, Boedel T3390/94, sal ons die ondergenoemde goedere per publieke veiling sonder enige inhoudsprys verkoop op Saterdag, 11 Februarie 1995 om 10:00, in die Fanie Ferreiragebou geleë te Hans van Rensburgstraat, Naboomspruit. Veiling vind plaas in die Bakkery geleë tussen Naboom Kafee en Naboom Wimpy.

Die toerusting bestaan uit:

2 X Electro Dahlen Enkelrak Dieseloonde, 1 X Olympia Oond.

1 X Tefopharm Verpakkingsmasjien, 1 X Deegroller (Pastry Sheeter).

1 X Anets Deegroller (Sheeting Plant).

1 X Oliebol Bakmasjien (Doughnut).

1 X 60 Cord Menger, 1 X 60 Cord Bear Vari Menger.

1 X 20 Cord Tafelmenger, 11 X Vlekvystaal tafels.

1 X "Bundivider", 1 X Elektroniese Watermeter.

1 X Fotostaatmasjien, 1 Faksmasjien, Rekenaar met drukker, skerm en sleutel bord.

Ongeveer 400 broodpanne, 15 trollies (oond), 1 Diosnamenger, 1 X 8 X 12 koelkamer, 1 platformskaal, 15 plastiekkanne, hoeveelheid verpakkingsmateriaal, 11 kleresluitkassies, houtstellasies ens.

Afslasersnota: Al die goedere is opsigtelik in 'n baie goeie toestand en kan by voorgenome kopers aanbeveel word. Die bakkery masjienerie sal afsonderlik en dan gesamentlik opgeveel word. Daar bestaan 'n moontlikheid dat 'n koper van die masjienerie met die eienaar van die gebou kan beding om die gebou te huur om 'n bakkery besigheid daar te bedryf.

Betalingsvoorwaardes: Slegs kontant of gewaarmerkte tjeks na toeslaan van die bod.

Die afslasers behou die reg voor om enige artikel te onttrek of by te voeg.

Besigtiging: Slegs per vooraf afspraak met die Afslasers, andersins die oggend voor die veiling.

Nadere besonderhede van die Afslasers, Dippenaar en Booyse (Edms.) Bpk., Posbus 199, Potgietersrus. Tel: 2235 en 2207. Na-ure: 6427.

TRAKMAN'S AUCTION SALES**INSOLVENT ESTATE**

Instructed thereto by the Provisional Trustee of insolvent estate **F. J. Denner**, Master's Ref. T4577/94, trading as Boelies Building Supplies we will sell the assets at the premises 57A Jansen Street, Jet Park, Elandsfontein, on Tuesday, 14 February 1995 at 10:30:

Terms: Cash. Phone (011) 614-7135.

Trakman's Auctioneers (Pty) Ltd, P.O. Box 53544, Troyeville, 2139.

TRAKMAN'S AUCTION SALES**COMPANY IN LIQUIDATION**

Instructed thereto by the Liquidator of **Novex CC**, in liquidation, Master's Ref. T2406/93, we will sell the assets at Our Mart, 5 First Street, New Doornfontein, Johannesburg, on Tuesday, 21 February 1995 at 10:30:

Terms: Cash. Phone (011) 614-7135.

Trakman's Auctioneers (Pty) Ltd, P.O. Box 53544, Troyeville, 2139.

ERPO AFSLAERS BK**INSOLVENTE VEILING**

Behoorlik daartoe gemagtig deur die Kurator in die insolvente boedel **P & R Gouws Eiendom BK**, T3571/94, verkoop ons die onderstaande eiendom per openbare veiling te Waterkloof, Rustenburg, Vrydag, 10 Februarie 1995 om 11:00:

Ligging: Vanaf Rustenburg op die Johannesburg/Magaliesburgpad ± 4 km uit Rustenburg. Volg Erpo wegwysers op die dag van die veiling.

Aanbod:

Plot: Gedeelte 174 ('n gedeelte van Gedeelte 93) van die plaas Waterkloof 305, Registrasieafdeling JQ, Transvaal.

Groot: 4,4826 ha.

Woonhuis A: Drie slaapkamers toilet, badkamer, sitkamer en mooi kroeg, eetkamer, kombuis en waskamer.

Buitegeboue: *Woonstel:* Twee slaapkamers, sitkamer/kombuis, badkamer, dubbeltoesluitgarage, braaiplek, voëlhokke en perdekampie, tweevertrek bediendekamer, boorgat en tenk, groot mooi tuin, afdak vir 'n voertuig.

Woonhuis B: Snoekerkamer met kaggel, studeerkamer met ingeboude rakke, sitkamer/TV kamer, eetkamer, ruim kombuis, spens, opwaskamer, vyfslaapkamers en twee badkamers.

Buitegeboue: Twee tweevertrek bediende kwartiere.

Terme: 20% (twintig persent) by toeslaan van bod. Goedgekeurde bankwaarborg binne 30 (dertig) dae. BTW betaalbaar.

Bekragtiging: Onmiddellik of binne sewe dae.

Navrae: Erpo Afslasers BK, Steenstraat 27, Rustenburg. (0142) 97-2532/3.

PHIL MINNAAR AFSLAERS**INSOLVENTE BOEDEL: J. F. JOUBERT, MEESTERSVERWYSING T2527/94**

Behoorlik gemagtig deur die Kurator in bogenoemde boedel verkoop ons per openbare veiling, op die perseel, op 7 Februarie 1995 om 11:00, Erf 495, Horison, Registrasieafdeling IQ, Transvaal.

Voorwaardes: Onroerend: 20% (twintig persent) van verkoopprijs kontant of bankgewaarborgde tjek met toeslaan van bod. Restant deur verskaffing van waarborge binne dertig dae van bevestiging van verkoping. Roerend:

Phil Minnaar Afslaers, Johannesburg. (011) 475-5133.

PHIL MINNAAR AFSLAERS**INSOLVENTE BOEDEL: J. J. NIEWOUDT, MEESTERSVERWYSING T2159/94**

Behoorlik gemagtig deur die Kurator in bogenoemde boedel verkoop ons per openbare veiling, op die perseel, op 9 Februarie 1995 om 11:00, Erf 1142, Roodekrans, asook los goedere.

Voorwaardes: Onroerend: 20% (twintig persent) van verkoopprijs kontant of bankgewaarborgde tjek met toeslaan van bod. Restant deur verskaffing van waarborge binne dertig (30) dae van bevestiging van verkoping. Roerend: Kontant/bankgewaarborgde tjek.

Phil Minnaar Afslaers, Johannesburg. (011) 475-5133.

PHIL MINNAAR AFSLAERS**INSOLVENTE BOEDEL: J. W. EN H. G. VAN LOGGERENBERG, MEESTERSVERWYSING T2159/94**

Behoorlik gemagtig deur die Kurator in bogenoemde boedel verkoop ons per openbare veiling, op die perseel, op 14 Februarie 1995 om 11:00, Gedeelte 12 van die plaas Winterhoek 314, Registrasieafdeling IR, Transvaal, asook losgoed.

Voorwaardes: Onroerend: 20% (twintig persent) van verkoopprijs kontant of bankgewaarborgde tjek met toeslaan van bod. Restant deur verskaffing van waarborge binne dertig (30) dae van bevestiging van verkoping. Roerend: Kontant/bankgewaarborgde tjek.

Phil Minnaar Afslaers, Johannesburg. (011) 475-5133.

VAN'S AFSLAERS**OPENBARE VIELING**

In opdrag van Kurators van insolvente boedels **A. G. Horak**, T1166/94, **G. A. en E. Meyer**, T307/94, **Y. C. le Roux**, voorheen handeldrywende as Art Treasures Gallery, T2347/94, **P. W. Nelson**, T1080/94, **G. A. Annandale**, T4767/93, en **Explomark Mining (Edms.) Bpk.**, in likwidasië, T518/94, verkoop Van's Afslaers ondervermelde boedelbates sonder voorbehoud onderhewig aan bekragtiging, per openbare veiling op Donderdag, 9 Februarie 1995 om 10:00, te Van's Afslaers se lokale:

Beskrywing: Erf 669, Boemansriviermond, Regsboeke, Tyddale, huishoudelike meubels en toerusting, kunswerke ens.

Betaling: Kontant of gewaarborgde tjeks.

Inligting: Van's Afslaers (012) 335-2974.

BOEDELVEILING

Behoorlik daartoe gelas deur die Kurators in die insolvente boedel van **S. J. Aggenbach**, boedelverwysing T932/94, sal ons die ondervermelde goedere per openbare veiling verkoop op 16 Februarie 1995 om 11:00:

1. Rubberboot.
2. Yamaha 5 pk, buiteboordmotor.
3. Sweismasjien.

Plek: Te Baljukantoor, 51 Lochstraat.

Terme: Streng kontant of bankgewaarborgde tjeks.

Afslaer: Balju, Posbus 416, Meyerton, 1960. Tel. (016) 62-0033.

VERED AUCTIONEERS**ESTATE LATE: PERETZ SIFFMAN, MASTER'S REF: 2058/94**

Instructed by the Executor in the above matter we will sell by public auction Section 19, as shown and more fully described on the sectional title plan in the building known as Annper Heights, together with an undivided share of the common property apportioned to the said section in accordance with the participation quota.

Improvements comprise of entrance/dining-room, lounge, kitchen, bedroom, bathroom and separate toilet.

Conditions: The property will be sold to the highest bidder, subject to confirmation by the Executor.

Terms: 15% (fifteen per centum) deposit immediately, the balance by approved guarantees within 30 days.

Date of sale: 14 February 1995 at 10:00, at the property.

For further information and to view, please contact the Auctioneers: Vered Auctioneers, P.O. Box 84272, Greenside, 2034. Tel. (011) 646-5432.

VERED AUCTIONEERS**VERED—MARGATE PROPERTY AUCTION****INSOLVENT ESTATE: O. J. MACKENZIE, MASTER'S REF. T1935/94**

Instructed by the Trustee in the above matter we will sell by public auction, Section 20, Kingsview, being Flat 203, Kingsview, Margate, two bedrooms, two bathroom section title unit, sea facing.

Conditions: The property will be sold to the highest accepted bidder.

Terms: 15% (fifteen per centum) deposit in cash or bank-certified cheque on the fall of the hammer, the balance by approved guarantees within 30 days.

Date of auction: Friday, 24 February 1995 at 10:30 at the property 203 Kingsview, corner of Marine Drive and Uplands Road, Margate.

For further information and to view please phone the Auctioneers Vered (011) 646-5432. Fax. (011) 486-1618.

Vered Auctioneers, P.O. Box 84272, Greenside, 2034.

VERED AUCTIONEERS**INSOLVENT ESTATE: P. J. PEREIRA SERRAO DA RIBEIRA, MASTER'S REF. T4282/94**

Instructed by the Trustee we will sell by public auction Stand 14, Bryanbrink, Randburg, situated at 114 Frere Street, Bryanbrink, Randburg:

Conditions: The property will be sold to the highest accepted bidder.

Terms: 15% (fifteen per centum) deposit in cash or bank-certified cheque on the fall of the hammer, the balance by approved guarantees within 30 days.

Date of auction: 7 February 1995 at 12:00 at the property 114 Frere Street, Bryanbrink, Randburg.

For further information and to view please phone the Auctioneers Vered (011) 646-5432. Fax. (011) 486-1618.

Vered Auctioneers, P.O. Box 84272, Greenside, 2034.

MANNIE AUCTIONEERING COMPANY**INSOLVENT ESTATE: D. G. MCGILL, MASTER'S REF. T2642/94**

Duly instructed by the Trustee in the above matter we will sell by public auction on Monday, 13 February 1995 at 10:30, as follows:

On the Spot 57, Newlands Avenue, Benoni, large stand with three individual dwellings.

Certain Stand 323, situated at 57 Newlands Avenue, Benoni, measuring approximately 595 square metres with improvements thereon, on view, Mondays and Fridays from 10:00 to 14:00:

At 11:30 on the Spot 11, Eland Street, Northmead, Benoni, large three-bedroomed home with family room and maid or guest suite.

Certain Stand 3489, situated at 11 Eland Street, Northmead, Benoni, measuring approximately 1 338 square metres with improvements thereon, on view Mondays, Wednesdays and Fridays, from 10:30 to 14:30.

Terms: 15% (fifteen per centum) deposit on signature of the conditions of sale and the balance within 30 days from date of confirmation.

Mannie Auctioneering Company. Tel. (011) 334-3810. Fax. (011) 334-1542.

MANNIE AUCTIONEERING COMPANY**INSOLVENT ESTATE: W. G. G. GAUCHE AND M. E. GAUCHE, MASTER'S REF. No. T4128/94**

Duly instructed by the Provisional Trustee in the above matter we will sell by public auction, on the Spot Greendale Gardens, Glen Marais, Dann Road, Kempton Park, on Friday, 17 February 1995, commencing at 10:30, the following:

Seven delightful three-bedroomed simplex units in secure complex, Glen Marais, Kempton Park.

Units 4, 7, 18, 20, 40, 43 and 45 in the complex known as Greendale Gardens, situated at Dann Road, Glen Marais, Kempton Park, registered under Sectional Title Scheme 307/1990, and each comprising entrance hall, lounge/dining-room, open plan kitchen with breakfast bar, three bedrooms, bathroom and small garden.

The complex is walled, has a security gate at the entrance to the driveway, a parking area with carports for the residents and separate uncovered bays for visitors.

Terms: 15% (fifteen per centum) deposit on signature of the conditions of sale and the balance within 30 days from date of confirmation, on view Mondays and Wednesdays from 10:30 to 15:00.

Mannie Auctioneering Company. Tel. (011) 334-3810. Fax. (011) 334-1542.

MANNIE AUCTIONEERING COMPANY

INSOLVENT ESTATE: B. M. RICCARDI, MASTER'S REF. No. T4295/94

Duly instructed by the Provisional Trustee in the above matter we will sell by public auction, on the Spot 22B Main Road, Eastleigh, Edenvale, on Monday, 20 February 1995 at 10:30, the following:

Well situated home in need of restoration, Eastleigh, Edenvale, three bedrooms, family room and two bathrooms.

Certain Portion 1, of Erf 396, situated 22B Main Road, Eastleigh, Edenvale, measuring approximately 1 573 square metres upon which is erected a residence comprising entrance hall, lounge, dining-room, family room, kitchen, three bedrooms (main with bathroom en suite), second bathroom, garage, maids' quarters and precast walling.

Terms: 15% (fifteen per centum) deposit on signature of the conditions of sale and the balance within 30 days from date of confirmation, now on view, watchman in attendance.

Mannie Auctioneering Company. Tel. (011) 334-3810, Fax. (011) 334-1542.

PLASE TE KOOP

Op las van die Land- en Landboubank van Suid-Afrika sal die Balju: Hooggeregshof, POTGIETERSRUS op 24 Februarie 1995 om 10:00 voor die Landdroskantoor te NABOOMSPRUIT die ondergemelde eiendomme by publieke veiling verkoop:—

(1) GEDEELTE 8 ('n gedeelte van Gedeelte 1) van die plaas SCHEVENINGEN 133,

Registrasie Afdeling K.S., Transvaal;

GROOT: 70,2356 hektaar

(2) GEDEELTE 7 ('n gedeelte van Gedeelte 1) van die plaas SCHEVENINGEN 133,

Registrasie Afdeling K.S., Transvaal;

GROOT: 85,6532 hektaar

(3) GEDEELTE 4 ('n gedeelte van Gedeelte 2) van die plaas DANSPAN 139,

Registrasie Afdeling K.S., Transvaal;

GROOT: 107,0665 hektaar

(4) GEDEELTE 3 ('n gedeelte van Gedeelte 2) van die plaas DANSPAN 139,

Registrasie Afdeling K.S., Transvaal;

GROOT: 128,4798 hektaar

(5) RESTERENDE GEDEELTE van Gedeelte 4 ('n gedeelte van Gedeelte 1) van die plaas MERRIKUIL 143, Registrasie Afdeling K.S., Transvaal;

GROOT: 142,8524 hektaar

Eiendomme (1) tot (5) blykens Akte van Transport T36144/1985

(6) RESTERENDE GEDEELTE van die plaas WILDEBEEESTPAN 145,

Registrasie Afdeling K.S., Transvaal;

GROOT: 171.3050 hektaar

Eiendom (6) blykens Akte van Transport T36145/1985

in die naam van MARZA (EIENDOMS) BEPERK

Die titelaktes sal op die dag van verkoping beskikbaar wees vir insae deur voornemende kopers.

Ligging van hierdie eiendomme:—

20km noord van Roedtan

Geboue en verbeterings wat beweer word om op die eiendomme te bestaan is:—

Woonhuis, woonstel, buitegeboue, 2 staalstore en 12 arbeidershuise. 8 Boorgate en reservoir.

Voornemende kopers se aandag word daarop gevestig dat daar geen verpligting op die Landbank rus om grense of bakens ten opsigte van die eiendomme uit te wys nie. Geen versekering kan gegee word dat die beweerde geboue en ander verbeterings wel bestaan of op die eiendomme soos hierbo gemeld, geleë is nie, of dat enige daarvan vry van retensiereg of huurkoop-ooreenkoms is, of dat 'n aangrensende eienaar geen belang of kontribusie-eis ten opsigte van 'n grensheining het nie.

Die eiendomme word voetstoots verkoop soos dit staan, onderworpe aan alle servitute en voorwaardes in die titelakte(s) vermeld.

By die toeslaan van die bot moet die koper die volgende in kontant of per bankgewaarborgde tjek betaal:—

(a) Minstens een-tiende van die koopprijs

(b) 2,5% Afslaaerskommissie onderworpe aan 'n maksimum van R7 500. (14% BTW indien van toepassing is eksklusief betaalbaar). Waar eiendomme aan meer as een koper verkoop word is die totale kommissie vir al die kopers saam onderworpe aan hierdie maksimum op 'n pro rata-basis.

(c) Alle koste in verband met die verkoping wat insluit advertensiekoste.

(d) BTW indien van toepassing, dit is 14% op die volle koopprijs;

Die saldo van die koopsom, plus 16% rente daarop vanaf die datum van die verkoping tot datum van betaling, is binne 3 maande na die datum van die verkoping aan die Landbank betaalbaar. Die koper is ook aanspreeklik vir die betaling van alle gelde, heffings, belastinge en hereregte wat nodig mag wees om transport in sy naam te registreer. Hierdie bedrae moet betaal word sodra die Landbank dit versoek.

Die eiendomme word verkoop vry van enige huurooreenkomste, bewoningsregte, koopoooreenkomste en/of vruggebruik.

Die Landbank behou hom die reg voor om enige eiendom wat te koop aangebied word te enige tyd van die verkoping te onttrek.

VERWYSINGSNOMMER: AFAA 02340 01G (REGTE)

Land- en Landboubank van Suid-Afrika, Posbus 375, Pretoria, 0001. 26 Januarie 1995.

PLASE TE KOOP

Op las van die Land- en Landboubank van Suid-Afrika sal die Balju: Hooggeregshof, BRITS op 24 Februarie 1995 om 10:00 voor die Landdroskantoor te BRITS die ondergemelde eiendomme by publieke veiling verkoop:—

(1) Gedeelte 138 ('n gedeelte, van gedeelte 137) van die plaas
HARTEBEEFSFONTEIN 445, Registrasie Afdeling J.Q., Transvaal;

GROOT: 17,1306 hektaar

Eiendom (1) blykens Akte van Transport T19032/1958

(2) Gedeelte 110 ('n gedeelte van gedeelte 46) van die plaas

HARTEBEEFSFONTEIN 445, Registrasie Afdeling J.Q., Transvaal;

GROOT: 17,3614 hektaar

Eiendom (2) blykens Akte van Transport T34207/1975

(3) Gedeelte 16 ('n gedeelte van gedeelte 1) van die plaas

HARTEBEEFSFONTEIN 445, Registrasie Afdeling J.Q., Transvaal;

GROOT: 65,6060 hektaar

Eiendom (3) blykens Akte van Transport T18758/1966

(Die eiendomme is in 'n beheerde gebied naamlik CL-RPBA geleë. Die aandag van voornemende kopers word daarop gevestig dat hul hulself moet vergewis of enige belastinge ten opsigte van die eiendomme betaalbaar is.)

in die naam van HENDRIK JOHANNES BRIEL

Die titelaktes sal op die dag van verkoping beskikbaar wees vir insae deur voornemende kopers.

Ligging van hierdie eiendomme:

8 km suidoos van Brits

Geboue en verbeterings wat beweer word om op die eiendomme te bestaan is:—

Eiendom (1)

Veekrend omhein en verdeel in kampe. 3 Boorgate.

Eiendom (2)

Woonhuis met woonstel, staalkonstruksiestoor, kraal, voerafdak, kampong. Veekerend omhein en verdeel in kampe. Boorgat, grondnam.

Eiendom (3)

Veekerend omhein en verdeel in kampe. 3 Boorgate.

Voornemende kopers se aandag word daarop gevestig dat daar geen verpligting op die Landbank rus om grense of bakens ten opsigte van die eiendomme uit te wys nie. Geen versekering kan gegee word dat die beweerde geboue en ander verbeterings wel bestaan of op die eiendomme soos hierbo gemeld, geleë is nie, of dat enige daarvan vry van retensiereg of huurkoopoooreenkoms is, of dat 'n aangrensende eienaar geen belang of kontribusie-eis ten opsigte van 'n grensheining het nie.

Die eiendomme word voetstoots verkoop soos dit staan, onderworpe aan alle serwitute en voorwaardes in die titelakte(s) vermeld.

By die toeslaan van die bot moet die koper die volgende in kontant of per bankgewaarborgde tjek betaal:—

(a) Minstens een-tiende van die koopprys

(b) 2,5% Afslaerskommissie onderworpe aan 'n maksimum van R7 500. (14% BTW indien van toepassing is eksklusief betaalbaar). Waar eiendomme aan meer as een koper verkoop word is die totale kommissie vir al die kopers saam onderworpe aan hierdie maksimum op 'n pro rata-basis.

(c) Alle koste in verband met die verkoping wat insluit advertensiekoste.

(d) BTW indien van toepassing, dit is 14% op die volle koopprys;

Die saldo van die koopsom, plus 16% rente daarop vanaf die datum van die verkoping tot datum van betaling, is binne 3 maande na die datum van die verkoping aan die Landbank betaalbaar. Die koper is ook aanspreeklik vir die betaling van alle gelde, heffings, belastinge en hereregte wat nodig mag wees om transport in sy naam te registreer. Hierdie bedrae moet betaal word sodra die Landbank dit versoek.

Die eiendomme word verkoop vry van enige huurooreenkomste, bewoningsregte, koopoooreenkomste en/of vruggebruik.

Die Landbank behou hom die reg voor om enige eiendom wat te koop aangebied word te enige tyd van die verkoping te onttrek.

VERWYSINGSNOMMER: AIAA 00131 02G 03G 04G 06G (REGTE)

Land- en Landboubank van Suid-Afrika, Posbus 375, Pretoria, 0001. 26 Januarie 1995.

PHIL MINNAAR CC

BK93/29245/23

GIANT INSOLVENT ESTATE AUCTION OF ENGINEERING WORKS, LATHE'S, MILLING MACHINES, FORK LIFT, WELDERS, VEHICLES ETC—AUCTIONED WITHOUT RESERVE—BRITS

Duly instructed by the Trustee in the insolvent estate **J.J. and C. Greyling**, (trading as Centroid Engineering), Masters Ref. T4395/94, we are selling without reserve the undermentioned Engineering machinery as a going concern as well as separately on Friday, 17 February 1995 at 10:00:

Location: 80 Tom Street, Brits.

Registration: R1 000 in cash or bank-guaranteed cheque.

(1) Loose Assets (Auctioned separately)

Six desks, Canon fax machine, fridge, eight office chairs, steel cabinets, bush bar 1400 Nissan, 40 pitches, seven steel workbenches, two wheel trailers (for steel), Canon fotocopier, ASI computer and printer, two filing cabinets, Olympia typewriter, drawing-board, steel shelves, wooden tables and two chairs, Aqua-cooler and Sandblast unit.

Vehicles: '94 Ford Courier 2.2, '93 Ford Bantam 1400 and '94 Ford Lazer.

(2) Engineering machinery: (Auctioned separately as well as a going concern)

Asada pipe cutting machines, Makita cutting machine, Quikki (electrical and gas cutting machine), four Hydraulic presses, hand bending machine, hydraulic bending press, Hydrovayne air press, Mubia hand metal sheet cutter, grinder, Kadett 600 lathe, Antonio Anselmi lathe, cutting machine, KG mini crop machine, four air grinders, dividing head, Turfer T.U 16, steel cabinet with parts, seven welders, hand drill, Sharringhausen 6mm hydraulic pinch machine, Kolb radial drill, Bridgepart milling machine, Colchester student 1800 lathe, Raco electric bench grinder, Pehaka belt saw, six ton fork lift.

Auctioneers note: Engineering machinery will be sold separately and then as a going concern.

Going concern will be auctioned with and without lease contract.

Terms: Stricly cash or bank-guaranteed cheque only.

Viewing: Daily between 08:00 and 17:00.

Inquiries: Contact Martin Pretorius at (012) 322-8330.

Right is reserved to add or withdraw any item.

Phil Minnaar CC, P.O. Box 28265, Sunnyside, 0132. Tel. (012) 322-8330/1/2. Fax. (012) 322-9263.

INSOLVENT ESTATE: C. E. FERRELL

(Master's Reference No. T2971/94)

Duly instructed by the Tustee in the above-mentioned insolvent estate we will sell by public auction, on site, at 4 Jim Fouche Street, Constantia Kloof Extension 7, District of Roodepoort, Gauteng, on Tuesday, 7 February 1995, commencing at 10:30, a four-bedroomed home.

For further particulars and viewing contact the auctioneer, Park Village Auctions. Tel. (011) 789-4375. Telefax. (011) 789-4369.

INSOLVENT ESTATE: Y. EBRAHIM

(Master's Reference No. T3553/93)

Duly instructed by the Tustee in the above-mentioned insolvent estate we will sell by public auction, on site, at 15 Shastri Street, Azaadville, District of Krugersdorp, Gauteng, on Wednesday, 8 February 1995, commencing at 10:30, a three-bedroomed home.

Conditions: 20% (twenty per cent) cash or bank-guaranteed cheque on the fall of the hammer, and the balance by furnishing guarantees within 30 (thirty) days of confirmaton of sale.

For further particulars and viewing contact the auctioneer, Park Village Auctions. Tel. (011) 789-4375. Telefax. (011) 789-4369.

INSOLVENT ESTATE: Y. EBRAHIM

(Master's Reference No. T3553/93)

Duly instructed by the Tustee in the above-mentioned insolvent estate we will sell by public auction, on site, at 1 Kashmir Street, Azaadville, District of Krugersdorp, Gauteng, on Wednesday, 8 February 1995, commencing at 11:15, a three-bedroomed home.

Conditions: 20% (twenty per cent) cash or bank-guaranteed cheque on the fall of the hammer, and the balance by furnishing guarantees within 30 (thirty) days of confirmaton of sale.

For further particulars and viewing contact the auctioneer, Park Village Auctions. Tel. (011) 789-4375. Telefax. (011) 789-4369.

INSOLVENT ESTATE: J. WESSELS

(Master's Reference No. C318/94)

Duly instructed by the Trustee, certain Muller Terblanche (Cape Province), in the above-mentioned insolvent estate we will sell by public auction, on site, at 9 10th Avenue, Mellville, District of Johannesburg, Gauteng, on Wednesday, 8 February 1995, commencing at 10:30, a two-bedroomed dwelling.

For further particulars and viewing contact the auctioneer, Park Village Auctions. Tel. (011) 789-4375. Telefax. (011) 789-4369.

INSOLVENT ESTATE: G. REDMAN

(Master's Reference No. T4190/94)

Duly instructed by the Trustee in the above-mentioned insolvent estate we will sell by public auction, on site, at 68 Grace Avenue, Parkhill Gardens, Germiston District, Gauteng, on Monday, 6 February 1995, commencing at 10:30, a five-bedroomed home.

For further particulars and viewing contact the auctioneer, Park Village Auctions. Tel. (011) 789-4375. Telefax. (011) 789-4369.

INSOLVENT ESTATE: D. G. VAN ROOYEN

(Master's Reference No. T3843/94)

Duly instructed by the Trustee in the above-mentioned insolvent estate we will sell by public auction, on site, at 430 Trevor Gething Street, Garsfontein, Pretoria District, Gauteng, on Monday, 6 February 1995, 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.

HENLEY ON KLIP RESIDENCE**INSOLVENT ESTATE DONALD ALEXANDER COLTMAN**

(Master of the Supreme Court Reference No. T2553/94)

To be sold on the spot: Stand 995, Shillingford Road, Henley on Klip, Meyerton, on Friday, 10 February 1995 at 10:30.

Duly instructed by the Trustee, the **Aucor Group** will sell by public auction the property legally described as Stand 995, Henley on Klip, measuring in extent 4 000 square metres with improvements thereon.

For further information, kindly contact the auctioneers.

View: By appointment only.

Terms: 20% (twenty per cent) deposit (bank or bank-guaranteed cheque) 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.

The above is subject to changes without prior notice.

Aucor (Pty) Ltd, 14 Apple Road, Wendywood. Tel. (011) 444-5550. Fax. (011) 444-551. SAIA.

Ashleigh Mather, P.O. Box 15621, Doornfontein, 2028. 23 January 1995. Tel. (011) 444-5550.

LIKWIDASIE VEILING VAN VOERTUIG, KANTOORMEUBELS, GEREEDSKAP, LUGREËLAARS, VOORRAAD VERKOELINGS ONDERDELE EN TOERUSTING TE SMITHSTRAAT 106, RUSTENBURG, OP DINSDAG, 14 FEBRUARIE 1995 OM 10:00

Behoorlik daartoe gemagtig deur die likwidadeur van **JAP Refrigeration Services CC**, in likwidasië, handeldrywende as Cool Care Airconditioning & Refrigeration Services, Meester se Verwysing No. 4711/94, word ondergenoemde per openbare veiling aangebied, naamlik:

Voertuie: 1989 Ford Courier, L.A.W., 1987 Mazda B1600 L.A.W., drie Mitsubishi L300 L.A.W.'s (1984 en 1990), 1977 Datsun 120Y L.A.W., 1984 Cortina 3L L.A.W., 1989 Bantam 1600 L.A.W. en 1987 Ventersleepwa 1,8 m.

Kantoormeubels: Liasseerkabinette, lessenaars, kantoorlessenaar en tiksterstoele, tafels, toonbank, waaiers, kombuis-kaste, muurkas, G.E. yskas, Olympic tikmasjien, Sharp optelmasjien, staalkaste, Bondwell rekenaar, faksmasjien, mikrogolf, brandkluis, Pioneer klankstel, stofsuier en vele meer.

Gereedskap: Hoëdruk spuitmasjiene, gas en asseleleë sweisstelle, Adamark sweismasjiene, hoek-slypmasjiene, elektriese bore, kompressor, handgereedskap en vele meer.

Lugreëlaars en verkoelingsonderdele: Nasional Panasonic en Amcor lugreëlaars (nuut), groot hoeveelheid tweedehandse lugreëlaars en komponente, voorraad verkoelingsonderdele, kompressors, "condensing units", ensovoorts.

Toerusting: Alarmstelsel, aluminium lere, hout- en staalwerksbanke, Kabota elektroniese skale, klokmasjien, wit notaborde, Emcom en Midland 2-rigting radiostelle, trollees, bouersteiers, ensovoorts.

Losgoed: 15l worsstopper, Defy vrieskas, visbraaiër, vertoonkas, yssnyer, Scotsman ysmasjiene, tweedehandse yskaste en vele meer.

Verkoopvoorwaardes: Streng kontant of bankgewaarborgde tjek met dag van die veiling.

Besigtiging: Maandag, 13 Februarie 1995 vanaf 09:00 tot 15:00.

Adriaan van den Heever (navraë). Tel. (012) 804-2112. Koos van Rensburg (afslaer). Tel. (012) 804-2112.

Boland Bank Veilings, Eastwaysentrum 246, Pretoriaweg 617, Silverton.

PHIL MINNAAR BK

(BK93/29245/23)

LIKWIDASIEVEILING: DRIESLAAPKAMERWONING IN DIE OOS-TRANSVAAL, KINROSS

In opdrag van die Likwidadeur in die boedel **King Kawa BK**, in likwidasie, Meesterverwysing T4617/94, verkoop ons die ondervermelde eiendom per openbare veiling op Woensdag, 15 Februarie 1995 om 11:00:

Plek van veiling: Syringastraat 9, Kinross-uitbreiding 12.

Beskrywing van eiendom: Erf 1318, ook bekend as Syringastraat 9, Kinross-uitbreiding 12, Registrasieafdeling IS, Transvaal.

Groot: 1 030 vierkante meter.

Verbeterings: Hierdie staan/sinkdakwoning bestaan uit drie slaapkamers, sitkamer, eetkamer TV-kamer, kombuis, badkamer, matte, veiligheidshekke, bediendekamer met geriewe, ommuur, grasdak lapa, gevestigde tuin, dubbeltoesluitmotorhuis en 'n eenslaapkamerwoonstel met geriewe.

Terme: 20% (twintig persent) deposito in kontant of bankgewaarborgde tjek en balans verseker te word met waarborge binne 45 dae na bekragtiging.

Besigtiging: Daaglik tussen 08:00 en 17:00.

Navrae: Skakel Martin Pretorius by (012) 322-8330/1.

Phil Minnaar BK, Posbus 28265, Sunnyside, 0132. Tel. (012) 322-8330/1/2. Faks. (012) 322-9263.

NATAL

MANNIE AUCTIONEERING COMPANY

INSOLVENT ESTATE: P. L. WAINWRIGHT, MASTER'S REF. T3945/94

Duly instructed by the Provisional Trustee in the above matter we will sell by public auction, on the Spot, Lot 643, situated at 49 Seaton Avenue, Leisure Bay, Munster, Natal South Coast, on Saturday, 11 February 1995 at 11:00, the following magnificent four-bedroomed home with TV room and bar, ideal as 'n holiday home, leisure bay, munster (15 minute drive from Wild Coast Sun):

Certain Lot 643, situated at 49 Seaton Avenue, Leisure Bay, Munster, measuring approximately 1 135 square metres upon which is erected a residence comprising entrance hall with w.c. feature, lounge with fireplace and built-in wall unit, TV room, fully fitted bar, dining-room with Oak Server to kitchen, fully fitted modern kitchen, four bedrooms (two with bathrooms and dressing rooms en-suite), small sitting room, three bathrooms, tiled throughout, cellar, garage, tiled outside shower room, staff toilet, shower and basin, brick paved patio with built-in braai, cemented yard with large built-in through, small garden, paved entrance, rick paved driveway, security gate to garden, fully walled, well situated in walking distance to the beach.

Terms: 15% (fifteen per centum) deposit on signature of the conditions of sale and the balance within 30 days from date of confirmation, immediately thereafter.

Household furniture: Six piece lounge suite, fridge, beds, pine bar stools and curtains.

Terms: Only cash or bank certified cheques.

Now on view, watchman in attendance.

Mannie Auctioneering Company. Tel. (011) 336-9617. Fax. (011) 333-3460.

**ORANGE FREE STATE
ORANJE-VRYSTAAT**

PLAAS TE KOOP

Op las van die Land- en Landboubank van Suid-Afrika sal die Balju: Hooggeregshof, HERTZOGVILLE op 24 Februarie 1995 om 10:00 voor die Landdroskantoor te HERTZOGVILLE die ondergemelde eiendom by publieke veiling verkoop:—

Restant van die plaas GELUKGEVONDEN 344, distrik Boshof

GROOT: 1023, 8294 hektaar

Blykens Akte van Transport T13424/1992

in die naam van MICHIEL COENRAAD VAN DER WALT

Ligging van hierdie eiendom:—

28 km wes van Hertzogville.

Geboue en verbeterings wat beweer word om op die eiendom te bestaan is —

Woonhuis, woonstel, motorhuis, stoor, 8 arbeidershuise, staalstoor en melkstal. Veekerend omhein en verdeel in kampe. 7 Boorgate en 6 sementdamme.

Voornemende kopers se aandag word daarop gevestig dat daar geen verpligting op die Landbank rus om grense of bakens ten opsigte van die eiendom uit te wys nie. Geen versekering kan gegee word dat die beweerde geboue en ander verbeterings wel bestaan, of dat enige daarvan vry van retensiereg of huurkoop-ooreenkoms is, of dat 'n aangrensende eienaar geen belang of kontribusie-eis ten opsigte van 'n grensheining het nie.

Die eiendom word voetstoots verkoop soos dit staan, onderworpe aan alle serwitute en voorwaardes in die titelakte vermeld.

By die toeslaan van die bot moet die koper die volgende in kontant of per bankgewaarborgde tjek betaal: —

(a) Minstens een-tiende van die koopprys.

(b) 2,5% Afslaaerskommissie onderworpe aan 'n maksimum van R7 500. (14% BTW indien van toepassing is eksklusief betaalbaar)

(c) Alle koste in verband met die verkoping wat insluit advertensiekoste.

(d) BTW indien van toepassing, dit is 14% op die volle koopprys;

Die saldo van die koopsom, plus 16% rente daarop vanaf die datum van die verkoping tot datum van betaling, is binne 3 maande na die datum van die verkoping aan die Landbank betaalbaar. Die koper is ook aanspreeklik vir die betaling van alle gelde, heffings, belastinge en hereregte wat nodig mag wees om transport in sy naam te registreer. Hierdie bedrae moet betaal word sodra die Landbank dit versoek.

Die eiendom word verkoop vry van enige huurooreenkoms, bewoningsregte, koop-ooreenkoms en/of vruggebruik.

Die Landbank behou hom die reg voor om enige eiendom wat te koop aangebied word te enige tyd van die verkoping te onttrek.

VERWYSINGSNOMMER: BBAC 04662 02G (REGTE)

Land- en Landboubank van Suid-Afrika, Posbus 375, Pretoria, 0001. 26 Januarie 1995.

Important

Please acquaint yourself thoroughly with the
"Conditions for Publication"

of legal notices in the Government Gazette,
as well as the new tariffs in connection
therewith

**See List of Fixed Tariff Rates and Conditions
on front inner pages**

Belangrik

Maak uself deeglik vertrouwd met die

"Voorwaardes vir Publikasie"

van wetlike kennisgewings in die Staats-
koerant, asook met die nuwe tariewe wat
daarmee in verband staan

**Sien Lys van Vaste Tariewe en Voorwaardes
op voorste binnebladsye**

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