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Government Gazette Staatskoerant

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FEBRUARIE 1995

No. 16253

***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
<i>(Closing date for acceptance is two weeks prior to date of publication.)</i>	

ORDERS OF THE COURT:

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

SALES IN EXECUTIONS AND OTHER PUBLIC SALES:

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

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

(INWERKINGTREDING: 1 APRIL 1994)

LYS VAN VASTE TARIWE

Gestandaardiseerde kennisgewings

*Tarief per
plasing*

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

Nie-gestandaardiseerde kennisgewings

DRANKLISENSIE-KENNISGEWINGS in buitengewone *Staatskoerant*:

Alle provinsies verskyn op eerste Vrydag van elke kalendermaand

42,70

(Sluitingsdatum van indiening is twee weke voor publiseringsdatum.)

GEREGTELIKE EN ANDER OPENBARE VERKOPE:

Geregtelike verkope

115,20

Openbare veilings, verkope en tenders:

Tot 75 woorde

35,10

76 tot 250 woorde.....

90,20

251 tot 350 woorde (meer as 350 woorde bereken volgens woordetal-tabel)

145,30

LIKWIDATEURS EN ANDER AANGESTELDES SE KENNISGEWINGS

45,20

MAATSKAPPYKENNISGEWINGS:

Kort kennisgewings: Vergaderings, besluite, aanbod van skikking, omskepping van maatskappy, vrywillige likwidaties, 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 likwidaties.....

200,30

ORDERS VAN DIE HOF:

Voorlopige en finale likwidaties of sekwestrasies

75,20

Verlagings of veranderings in kapitaal, samesmeltings, aanbod van skikking.....

200,30

Geregtelike besture, *kurator bonis* en soortgelyke en uitgebreide bevele *nisi*

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.

SLUITINGSTYFIE VIR DIE AANNAME VAN KENNISGEWINGS

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

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

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

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

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

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

APPROVAL OF NOTICES

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

THE GOVERNMENT PRINTER INDEMNIFIED AGAINST LIABILITY

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

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

LIABILITY OF ADVERTISER

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

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

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

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

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

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

GOEDKEURING VAN KENNISGEWINGS

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

VRYWARING VAN DIE STAATSDRUKKER TEEN AANSPREEKLIKHEID

4. Die Staatsdrukker aanvaar geen aanspreeklikheid vir—

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

AANSPREEKLIKHEID VAN ADVERTEERDER

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

COPY

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

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

- (1) The kind of notice.

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

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

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

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

PAYMENT OF COST

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

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

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

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

KOPIE

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

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

- (1) Die aard van die kennisgewing.

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

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

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

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

BETALING VAN KOSTE

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

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 verkoopprijs van die Staatsdrukker bestel word. Geen aanspreeklikheid word aanvaar vir die versuim om sodanige *Staatskoerant(e)* te pos of vir vertraging in die versending daarvan nie.

Important Notice

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

Belangrike Kennisgewing

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

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

GEREGTELIKE VERKOPE • SALES IN EXECUTION

TRANSVAAL

Case 2962/94

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

In the matter between **ABSA Bank Ltd**, formerly trading as United Bank, Plaintiff, and **Erf 2447/6 Rustenburg CC**, Defendant

In terms of a judgment of the Magistrate's Court for the District of Rustenburg and a writ of execution dated 8 June 1994, a sale by public auction without a reserve price will be held on 1 March 1995 at 11:00, in front of the Magistrate's Court, Rustenburg, on conditions which will be read out by the auctioneer at the time of the sale and which conditions will lie for inspection at the offices of the Sheriff of the Magistrate's Court, 30 Smits Avenue, Rustenburg, the Clerk of the Court, Magistrate's Court, Rustenburg, and Kloof Auctioneers, c/o Van Velden-Duffey, Second Floor, Biblio Plaza, corner of Van Staden and Smit Streets, Rustenburg, of the following property owned by the Defendant:

Portion 6 of Erf 2447, Rustenburg, Registration Division JQ, Transvaal, measuring 2 145 square metres, held under Deed of Transfer T115121/92, known as 20 Mangaan Street, Rustenburg.

The following particulars are furnished but not guaranteed: Small factory/warehouse which consists of a reception area, two offices, male and female toilets and a factory area of 200 m².

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

Dated at Rustenburg this 17th day of January 1995.

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

Saak 1854/94

IN DIE LANDDROSHOF VIR DIE DISTRIK POTCHEFSTROOM GEHOU TE POTCHEFSTROOM

In die saak tussen **ABSA Bank Beperk**, handeldrywende as Volkskas Bank, Eiser, en **C. L. van der Merwe**, Verweerder

Ingevolge 'n vonnis in die Landdroshof van Potchefstroom gedateer 24 Junie 1994, sal die goedere hieronder uiteengesit, geregteelik verkoop word te Kampstraat 164A, Potchefstroom, op 24 Februarie 1995 om 10:00, of so gou daarna as wat die verkoping gehou kan word, aan die hoogste bieder:

Erf 603, Potchefstroom, geleë in die munisipale gebied van Potchefstroom, beter bekend as Kampstraat 164A, Potchefstroom.

Ligging van eiendom: Kampstraat 164A, Potchefstroom.

Voorwaardes van verkoping:

1. Die koper moet 'n deposito van 10% (tien persent) van die koopprys kontant op die dag van die verkoping betaal.
2. Die balans is betaalbaar teen transport en moet verseker word deur 'n waarborg van 'n bank of bogenootskap wat deur die prokureurs vir die Eiser goedgekeur is, welke waarborg binne dertig (30) dae na die datum van die verkoping aan die Balju vir die Landdroshof verstrek moet word.

3. Die verkoping sal geskied in rande en geen bod minder as R100 sal aanvaar word nie.

4. Die voorwaardes voorgelees te word deur die Balju ten tyde van die verkoping sal geld as die verkoopvoorwaardes.

Geteken te Potchefstroom hierdie 23ste dag van Januarie 1995.

M. Menezies, vir Williams Müller & Mostert, Derde Verdieping, Die Meent, Van Riebeeckstraat 123, Posbus 208, Potchefstroom. [Tel. (0148) 297-3841.] (Verw. MM/MVD/V20072.)

Saak 3328/93

IN DIE LANDDROSHOF VIR DIE DISTRIK BRAKPAN GEHOU TE BRAKPAN

In die saak tussen **J Donaldson Appliances**, Plaintiff, and **Mr P. Verwey**, Defendant

Ingevolge 'n uitspraak van die bogenoemde Agbare Hof en geregtelike lasbrief, sal die ondervermelde eiendom op Vrydag, 3 Maart 1995 om 11:00, by die Balju, Brakpan, te Prince Georgelaan 439, Brakpan, geregteelik deur die Balju van die Hof aan die hoogste bieder verkoop word, sonder voorbehoud:

Sekere Erf 1230, Brenthurst-uitbreiding 1-dorpsgebied, Registrasieafdeling IR, Transvaal, geleë Claredonstraat 3, Brenthurst, Brakpan, groot 1 405 (eenduisend vierhonderd-en-vyf) vierkante meter, gehou kragtens Akte van Transport T17175/83.

Die volgende verbeterings is op die eiendom aangebring maar geen waarborg ten opsigte daarvan gegee nie: Gepleisterde woonhuis onder teëldak bestaande uit sitkamer, vier slaapkamers, twee en 'n half badkamers, woonkamer, eetkamer, kombuis, opwaskamer, buitekamer, stoorkamer en motorhuis en afdak.

Die volledige koopvoorwaardes, wat onmiddellik voor die veiling voorgelees sal word, sal by die kantore van die Balju, Brakpan, ter insae lê.

Die belangrikste voorwaardes daarin vervat is die volgende:

(a) Die eiendom sal verkoop word aan die hoogste bieder sonder voorbehoud, en onderworpe aan die regte van die verbandgewer soos vervat in die koopvoorwaardes.

(b) Die verkoping sal onderworpe wees aan die betaling van 10% (tien persent) van die koopprijs op die dag van die verkoping en 'n bank- of bougenootskapwaarborg moet binne veertien (14) dae daarna gelewer word vir die betaling van die balans.

Gedateer te Brakpan op hierdie 19de dag van Januarie 1995.

A. G. Smuts & Reid, Voortrekkerweg 631A, Brakpan, 1540. (Tel. 740-1530/2.) (Verw. mnr. Reid/MS/D261/DD59.)

Saak 5655/92

IN DIE LANDDROSHOF VIR DIE DISTRIK NELSPRUIT GEHOU TE NELSPRUIT

In die saak tussen **Boland Bank Bepark**, Eiser, en **Johannes Jurgens Bornman**, Eerste Verweerder, en **Thelma Moreen Bornman**, Tweede Verweerder

Ingevolge 'n uitspraak van bogemelde Agbare Hof en 'n lasbrief vir eksekusie gedateer 19 Januarie 1993, sal die ondervermelde onroerende eiendom in eksekusie verkoop word aan die hoogste bieder op 3 Maart 1995 om 09:00, te Landdroskantoor, Barberton, naamlik:

Resterende Gedeelte van die plaas Thelma 275, Registrasieafdeling JU, Transvaal, groot 177,0607 hektaar.

Verbeterings (nie gewaarborg nie): Twee huise onderskeidelik 180 m² en 48 m², stoorkamer van 40 m², 60 hektaar bewerkbare grond en 117 hektaar weiveld.

Verkoopvoorwaardes:

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

2. Die verdere verkoopvoorwaardes is vervat in die koopkontrak wat ter insae lê by die Balju, Barberton, van Posbus 1010, Barberton, 1300, met telefoonnommer (01314) 2-4747, asook by ondervermelde adres, wat vir inspeksie beskikbaar is gedurende die gewone kantoorure.

Geteken te Nelspruit op hede die 25ste dag van Januarie 1995.

M. G. Pienaar, vir Swanepoel & Vennote, Prokureurs vir Eiser, Vyfde Verdieping, Proromgebou, Brownstraat, Posbus 1300, Nelspruit. (Tel. 5-2401.) (Faks. 5-3335.) (Verw. mnr. Pienaar/ek/B95-92.)

Case 14305/92

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

In the matter between **NBS Bank Limited** (Reg. No. 87/01384/06), Judgment Creditor, and **Mandla Petros Msimango**, Judgment Debtor

In pursuance of a judgment in the Court of the Magistrate, Roodepoort, District of Roodepoort and writ of execution, the property listed hereunder which was attached on 15 April 1994, will be sold in execution on Friday, 3 March 1995 at 10:00, at the offices of the Sheriff for the Magistrate's Court, Roodepoort, 182 Progress Road, Technikon, Roodepoort, to the highest bidder:

Erf 124, in the Township of Mmesi Park, Registration Division IQ, Transvaal, in extent 280 (two hundred and eighty) square metres, situated at 124 Mmesi Park, Dobsonville.

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 living-room, dining-room, kitchen, three bedrooms, two bathrooms and w.c. *Outbuildings*: None. *Improvements*: Boundary fencing.

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff for the Magistrate's Court, Roodepoort, 182 Progress Road, Technikon, Roodepoort. A substantial bank loan can be raised for an approved purchaser with prior approval.

Dated at Roodepoort this the 26th day of January 1995.

Melman & McCarthy, Incorporating Roselyn Kidson, Plaintiff's Attorneys, 11 Platboom Avenue, Weltevredenpark. (Tel. 475-5376 or 838-4731.) (Ref. D. McCarthy/J. Soma/MN6358.)

Saak 27558/94

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

In die saak tussen **Fidelity Bank Holdings, Eiser, en Mogudi, Salomi Mama, 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 verkooptkamers van die Balju, Progressweg 182, Technikon, distrik Roodepoort, op 17 Maart 1995 om 10:00, van die ondervermelde eiendom van die Verweerder op die voorwaardes wat deur die venduafslaer gelees sal word ten tye van die verkoping en welke voorwaardes by die kantore van die Balju, voor die verkoping ter insae sal lê:

Gedeelte 7 van Erf 510, Bergbron-uitbreiding 8, Registrasieafdeling IQ, Transvaal, groot 399 vierkante meter, geleë te Paardeberglaan 1385, Bergbron-uitbreiding 8, distrik Roodepoort.

Die volgende inligting word verskaf insake verbeteringe, alhoewel geen waarborg in verband daarmee gegee kan word nie: Siersteenwoonhuis met teëldak, sitkamer, eetkamer, drie slaapkamers, twee badkamers, gang, kombuis en dubbelmotorhuis.

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

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

Schwellnus Spies Haasbroek Ing., p.a. Biccardstraat 51, Braamfontein. (Tel. 886-1800.) (Verw. E244 H1101/94 mnr. Haasbroek/mev. Brits.)

Case 31472/92
PH 104

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

In the matter between **The Standard Bank of S.A. Ltd, Execution Creditor, and Simango, Jose Janda, Execution Debtor**

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office, Roodepoort, on 3 March 1995 at 10:00, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the Sheriff for Roodepoort's Office, 182 Progress Road, Technikon, Roodepoort, prior to the sale:

Certain Site 9863, situated in the Township of Dobsonville Extension 3, Registration Division IQ, Transvaal, being 9863 Dobsonville Extension 3, Roodepoort, measuring 280 (two hundred and eighty) square metres.

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

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

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

Dated at Johannesburg this 18th day of 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/S347.)

Case 11728/94
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 Moodley, Poobalan, 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, Brakpan, on 3 March 1995 at 11:00, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff, Brakpan, 439 Prince George Avenue, Brakpan, prior to the sale:

Certain Erf 2982, situated in the Township of Brakpan, Registration Division IR, Transvaal, being 116 Derby Avenue, Brakpan, measuring 991 (nine hundred and ninety-one) square metres.

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

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

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

Dated at Johannesburg this 18th day of 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/M850.)

Saak 12154/94

IN DIE HOOGEREGSHOF VAN SUID-AFRIKA

(Witwatersrandse Plaaslike Afdeling)

In die saak tussen **ABSA Bank Beperk**, Applikant, en **Lesley Glen Lee**, Respondent

Ten uitvoerlegging van 'n vonnis in die bogemelde Agbare Hof, gedateer 7 Julie 1994, en 'n lasbrief vir eksekusie word die volgende eiendom in eksekusie verkoop op 2 Maart 1995 om 10:00, by die kantore van die Balju, Johannesburg-Oos, te Eerste Verdieping, Marshallstraat 131, Johannesburg, aan die hoogste bieder:

Erf 1427, Highlands-Noord-dorpsgebied, Registrasieafdeling IR, Transvaal, geleë te Eerste Laan 23, Highlands-Noord, groot 495 (vier nege vyf) vierkante meter, gehou kragtens Akte van Transport T14637/90, en

Erf 1429, Highlands-Noord-dorpsgebied, Registrasieafdeling IR, Transvaal, geleë te Eerste Laan 25, Highlands-Noord, groot 460 (vier ses nul) vierkante meter, gehou kragtens Akte van Transport T14637/90.

Sonering: Woonhuis (word verkoop as eenheid).

Die reserweprys is geen, onderworpe aan bekragtiging in terme van klousule 16 van die verkoopvoorwaardes.

Die eiendom bestaan uit ingangsportaal, sitkamer, eetkamer, kombuis, opwaskamer, spens, drie slaapkamers, badkamer/toilet, bedienekamer, badkamer/toilet, twee motorafdakke en patio.

Terme en voorwaardes:

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

Voorwaardes: Die volle voorwaardes van verkoping sal ter insae lê by die kantoor van die Balju van die Hooggeregshof.

Geteken te Johannesburg op hierdie 12de dag van Januarie 1995.

Tim du Toit & Kie Ing., Sewende Verdieping, Nedbank Mall, Commissionerstraat 145, Johannesburg; Posbus 1196, Johannesburg, 2000. [Tel. (011) 331-3868.] [Fax. (011) 331-9700.] (Verw. A.v.Aswegen/db/A/L13.)

Saak 2176/94

IN DIE LANDDROSHOF VIR DIE DISTRIK SPRINGS GEHOU TE SPRINGS

In die saak tussen **Saambou Bank Beperk**, Eiser, en **Lynette Viljoen**, Verweerder

Kennis geskied hiermee dat ingevolge 'n lasbrief uitgereik in bovermelde Agbare Hof op 26 April 1994, die onderstaande eiendom te wete:

Erf 1178, Geduld-uitbreiding-dorpsgebied, Registrasieafdeling IR, Transvaal, geleë te Escombestraat 55, Geduld-uitbreiding, Springs, in eksekusie verkoop sal word op 24 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 pleister onder sinkdak bestaande uit vier slaapkamers, sitkamer, kombuis, eetkamer, badkamer en toilet.

Buitegeboue: Buitekamer, twee toilette en motorafdak.

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

Gedateer te Springs op hede die 13de 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. J. A. Kruger/SST/V1859.)

Case 23795/94

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Jan Hendrik van der Westhuizen**, Defendant

A sale in execution of the undermentioned property is to be held in front of the Magistrate's Court, Landdros Mare Street, Pietersburg, on 10 March 1995 at 10:00:

Full conditions of sale can be inspected at the offices of the Sheriff of the Supreme Court, 56A Bok Street, Pietersburg, 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: Remaining Extent of Erf 902, Pietersburg Township, Registration Division LS, Transvaal, measuring 1 808 square metres, held by virtue of Deed of Transfer T17913/94, also known as 53A Rissik Street, Pietersburg.

Improvements: Three bedrooms, kitchen, lounge and bathroom.

Hack Stupel & Ross, Attorneys for Plaintiff, P.O. Box 2000, Pretoria. [Tel. (012) 325-4185.] (Ref. Du Plooy/sv/GT1969.)

Case 18286/94

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Phahlela Solomon Ngobeni**, 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 10 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: All the right, title and interest to the leasehold in respect of Erf 10720, Mamelodi Township, Registration Division JR, Transvaal, measuring 295 square metres, held by virtue of Certificate of Registered Grant of Leasehold TL44569/91.

Improvements: Two bedrooms, kitchen and lounge.

Hack Stupel & Ross, Attorneys for Plaintiff, P.O. Box 2000, Pretoria. [Tel. (012) 325-4185.] (Ref. Du Plooy/sv/GT1908.)

Saak 682/94

IN DIE LANDDROSHOF VIR DIE DISTRIK WITBANK GEHOU TE WITBANK

In die saak tussen **T. Torre Brickworks (Edms.) Beperk**, Eiser, en **Eama Contractors & Properties CC**, Verweerder

Ingevolge 'n vonnis toegestaan in die Landdroshof, Witbank, en 'n lasbrief vir eksekusie gedateer 27 Julie 1994, sal die vaste eiendom hierin genoem, in eksekusie verkoop word voor die Landdroshof, Delvillestraat, Witbank, op Vrydag, 24 Februarie 1995 om 10:00:

Erf 471, Clewer, Witbank, gehou onder Titelakte T8461/1991.

Die eiendom synde 'n woonhuis met buitegeboue word voetstoots verkoop aan die hoogste bieder wie alle agterstallige belastinge moet betaal, rente of Eiser se eis en al die verkoopvoorwaardes moet nakom wat ter insae lê by die Geregsbode, Witbank, en by die Eiser se Prokureurs, Van Heerden & Brummer Ing.

Gedateer te Witbank op hierdie 17de dag van Januarie 1995.

Van Heerden & Brummer Ing., Prokureurs vir Eiser, Derde Verdieping, Disagebou, Escombestraat, Privaatsak X7286, Witbank, 1035. (Verw. I. W. van den Heever/mf/T.107/7773-54271.)

Saak 983/91

IN DIE LANDDROSHOF VIR DIE DISTRIK WATERBERG GEHOU TE NYLSTROOM

In die saak tussen **Vapormatic SA (Pty) Ltd**, Eiser, en **Johan Brits**, Verweerder

Ingevolge 'n vonnis van die Landdros vir die distrik Waterberg, gedateer 16 September 1994, en 'n lasbrief vir eksekusie gedateer 29 November 1994 sal die volgende eiendom verkoop word op 3 Maart 1995 om 10:00, te die Landdroskantoor, Nylstroom, naamlik:

Erf 1016, geleë in die dorp Nylstroom-uitbreiding 8, Registrasieafdeling KR, Transvaal, groot 1 190 (een een nege nul) vierkante meter, gehou kragtens Akte van Transport T5617/1988.

Die eiendom word verkoop onderhewig aan die bepaling van die Groepsgebiedewet en 10% (tien persent) van die koopprys is betaalbaar by sluiting van die koopvooreenkomste en die balans teen registrasie van transport aan die koper wat verseker moet word deur 'n aanvaarbare bankwaarborg.

Die afslaer moet binne 14 (veertien) dae vanaf datum van die verkoping voorsien word van gemelde waarborg.

Die verkoping is verder onderhewig aan die bepalinge van artikel 66 van die Wet op Landdroshowe, No. 32 van 1944, soos gewysig.

Die volle voorwaardes van eksekusieverkoping wat op die koper bindend sal wees, sal voor die verkoping deur die afslaer uitgelees word, en kan gedurende kantoorure nagegaan word by die kantoor van die Balju, Pongola, asook by die kantore van die Eksekusieskuldeiser se prokureurs.

Geteken te Nylstroom op hede die 13de dag van Januarie 1995.

P. C. Scheepers, vir Van Rooy, Scheepers & Pretorius Ing., Prokureurs vir Eksekusieskuldeiser, Mutualgebou, Potgieterstraat, Posbus 566, Nylstroom, 0510.

Case 28637/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **NBS Bank Limited**, Plaintiff, and **Botha: James Louis**, First Defendant; and **Botha: Melanie Deborah Vennessa**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the offices of the Sheriff, Alberton, at First Floor, Terrace Building, 1 Eaton Terrace, New Redruth, Alberton, on 28 February 1995 at 10:00, of the undermentioned property of the Defendants on the conditions to be read out by the Sheriff at the time of the sale and which conditions may be inspected at the offices of the Deputy Sheriff, Alberton, prior to the sale:

Certain: Erf 965, Roodekop Township, Registration Division IR, Transvaal, situated at 50 Hartebeest Avenue, Roodekop, Germiston, being the *domicilium citandi et executandi*, measuring 830 (eight hundred and thirty) square metres.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: Building built of bricks, plaster and paint, tiled roof, comprising lounge, dining-room, kitchen, sun porch, three bedrooms, bathroom, shower, w.c. and garage. *Outbuildings:* Carport, servants' quarter, laundry, swimming-pool, aircon-lounge and alarm.

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

Dated at Johannesburg on this the 21st day of December 1994.

Hammond Pole & Dixon, c/o Mark Yammin, Hammond & Partners, Second Floor, Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 917-4631.) (Ref. Mrs Kok/N00252.)

Case 16892/94

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 **Goetsch, Errol Edward**, Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Sheriff's office, Johannesburg East on 2 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, Johannesburg East, 131 Marshall Street, Johannesburg, prior to the sale:

Certain Section 55 and 86 as shown and more fully described on Sectional Plan SS88/86, in the scheme known as Rockview Heights situated at Yeoville Township, being 313 Rockview Heights, 20 Percy Street, Yeoville, Johannesburg.

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 sections in accordance with the participation quota of the said sections, measuring 143 (one hundred and forty-three) and 9 (nine) square metres.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: A simplex flat with tiled roof, comprising kitchen, lounge/dining-room, separate toilet, two bedrooms, bathroom with outbuildings with similar construction comprising of parking bay 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 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 29th day of December 1994.

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/cb/G.190.)

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.

Property's held: Under Deed of Transfer T38944/90.

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, Turfontein, Johannesburg.

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

R. Reichman-Israelsohn, for Israelsohn Von Zwiklitz, Plaintiff's Attorneys, Hunts Corner, 20 New Street South; P.O. Box 6467, Johannesburg. (Tel. 833-5514.) (Ref. BR4290/Coll/PM/LR.)

Saak 8641/93

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **Standard Bank van Suid-Afrika Beperk**, Eiser, en **Fanafana Elmon Maphanga**, Verweerder

Eksekusieverkoping gehou te word te die Landdroshof, Ekangala, op 28 Februarie 1995 om 13:00:

Van Erf 3650, geleë in die dorpsgebied Ekangala, distrik Mkobola, kwaMhlanga, grootte 229 (tweehonderd nege-en-twintig) vierkante meter.

Die eiendom is geleë en staan bekend as Erf 3650, geleë in die dorpsgebied van Ekangala, distrik Mkobola, kwaMhlanga.

Verbeterings bestaan uit huis met twee slaapkamers, sitkamer, toilet, badkamer en kombuis.

'n Substansiële bouvereniging verband kan gereël word vir die goedgekeurde koper.

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

Die verkoopvoorwaardes kan ingesien word by die kantore van die Adjunkbalju, Ekangala.

S. W. Hugo, vir Solomon Nicolson Rein & Verster, Sewende Verdieping, NBS-gebou, Pretoriusstraat 259, Pretoria; Posbus 645, Pretoria, 0001. (Verw. mnr. Hugo/qk/SB322.)

Case 163/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF LEBOWAKGOMO HELD AT THABAMOPO

In the matter between **In Mora Factros (Pty) Ltd**, Plaintiff, and **R. Z. Maphanga**, Defendant

In pursuance of a judgment by the above Honourable Court on 1 July 1992, and a warrant of execution against property, the property described as:

The right, title and interest of the Defendant in a permission to occupy 0,2 hectares at Mariti 287 KU on which is situated Kanhani Cafe at Tshakane Village.

Will be sold in front of the Magistrate's Offices at Bushbuckridge, by the Sheriff of Mhala, on 7 March 1995 at 10:00, without reserve to the highest bidder:

Improvements (which are not warranted to be correct and not guaranteed): Buildings consisting of three rooms plus two outside toilets.

The material conditions of the sale are:

1. Unless arrangements are made with the Plaintiff before the sale, the purchaser shall pay 10% (ten per centum) of the purchase price or R500 (five hundred rand) whichever is the greater, in cash immediately after the sale and the balance, together with interest, is to be secured by a satisfactory bank or building society guarantee, to be furnished within 21 (twenty-one) days from date of sale.

2. The property will be sold voetstoots and subject to:

2.1 The Magistrates' Courts Act and the rules made thereunder.

2.2 The conditions of the title deed.

2.3 The conditions of sale, which may be inspected at the offices of the Sheriff who will read the conditions of sale immediately before the sale.

Dated at Pietersburg on this 11th day of January 1995.

P. J. Luyt, for Pratt Luyt & De Lange, Attorney for the Plaintiff, Legnum Park, 20 Market Street, P.O. Box 152, Pietersburg, 0700. (Ref. P. J. Luyt/SJ/PC4550.)

Case 1744/94

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

ABSA Bank Limited, trading as United Bank Limited, *versus* **Dirk Johannes Francois Brand**

The following property will be sold in execution to the highest bidder at a public auction to be held at the site of the property, 51 Siffie Crescent, Vermont, 7201, on Friday, 24 February 1995 at 11:30:

Erf 1223, Vermont, in the Local Area of Vermont, in extent 637 (six hundred and thirty-seven) square metres, held by Deed of Transfer T68422/89 and situated at 51 Siffie Crescent, Vermont, 7201.

Conditions of sale:

1. The full conditions of sale will be read out immediately prior to the sale and will be available for inspection at the offices of the Sheriff, Hermanus.

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

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

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

Dated at Cape Town on the 10th day of January 1995.

G. Visser, for Malan Laàs & Scholtz, Plaintiff's Attorney, 14th Floor, Trust Bank Centre, Adderley Street, Cape Town. [Tel. (021) 419-5880/1/2.] (Ref. GJV/SG W14842.)

Case 28947/92

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **The Standard Bank of S.A. Ltd**, Execution Creditor, and **Marunyane, Ntino Augustinus**, 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 all right, title and interest in and to the leasehold in respect of Erf 10776 (previously known as 105), situated in the Township of Tokoza Extension 2, Registration Division IR, Transvaal, being 10776 (previously known as 105), Tokoza Extension 2, Germiston, measuring 260 (two 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 14 (fourteen) days from the date of sale.

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

Dated at Johannesburg on this 11th day of January 1995.

Ramsay, Webber & Co., Fifth Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 838-5451.)

Case 412/94

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

In the matter between **kwaZulu Finance & Investment Corp. Ltd**, Plaintiff, and **Vusiwe Lukhele**, Defendant

In pursuance of a judgment granted on 24 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 27 February 1995 at 10:00, to be held at Magistrate's Court, Pongola.

1. (a) Deeds office description: Ownership Unit A129, situated in the Township of Ncotshane, District of Simlangentsha, in extent 1 990 (one thousand nine hundred and ninety) square metres.

1. (b) Street address: Unit A129, Ncotshane.

1. (c) Property description (not warranted to be correct): Single storey block under corrugated iron building comprising of a tuckshop and bedroom. The property is fully electrified.

1. (d) Zoning/Special privileges or exceptions: No special privileges or exemption. Zoned Residential.

The conditions of sale may be inspected at the office of the Clerk of the Court, Mahlabatini, and at the Magistrate's Court, Pongola.

3. The sale shall be by public auction without reserve to the highest bidder.

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

Truter James de Ridder, Lincoln's Inn, 1 Victoria Lane, 7 Maxwell Street, Empangeni. [Ref. Mr. de Ridder/AEH/41/94 (05/K770/41.)]

Case 20462/94

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

In the matter between **The Standard Bank of S.A. Limited**, Plaintiff, and **Suk Yee NG**, First Defendant, and **Fook Keung NG**, Second Defendant

A sale in execution of the undermentioned property is to be held at the office of the Sheriff, Pretoria Centre, Sinodale Centre, 234 Visagie Street, Pretoria, on Tuesday, 28 February 1995 at 10:00.

Full conditions of sale can be inspected at the Sheriff, Pretoria Central, Messcor House, 30 Margaretha Street, Pretoria, and will be read out prior to the sale taking place.

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

Property: (i) Section 19, as shown and more fully described on Sectional Plan SS204/1983, in the scheme known as Geovy Villa, in respect of the land and building or buildings situated at Erf 1209, Sunnyside Township Local Authority, Town Council of Pretoria, of which section the floor area, according to the said sectional plan is 37 (thirty-seven) square metres in extent, 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 said sectional plan, also known as 502 Geovy Villa, 167 Jorrisen Street, Sunnyside, Pretoria.

Improvements: Unit, lounge, bedroom, bathroom, w.c. and kitchen with parking bay.

Findlay & Niemeyer Inc., Attorneys for Plaintiff, P.O. Box 801, Pretoria. (Tel. 326-2487.) (Ref. Mr. Coetzee/eb/S1668.)

Saak 667/94

IN DIE LANDDROSHOF VIR DIE DISTRIK WITBANK GEHOU TE WITBANK

In die saak tussen **Stadsraad van Witbank**, Eiser, en **D. K. Boots (Pty) Ltd**, Verweerder

Geliewe kennis te neem dat die ondergemelde eiendom na aanleiding van verstek vonnis wat in bogenoemde saak op 22 Maart 1994, toegestaan is, op 24 Februarie 1995 om 10:00, te die Landdroshof, Delvillestraat, Witbank, in eksekusie verkoop sal word ooreenkomstig die verkoopvoorwaardes wat ter insae lê by die Balju, Witbank, vir 'n periode van 10 (tien) dae voor die verkoping te wete sekere Erf 344, Klarinet, Witbank.

Die verkoping is onderhewig aan die volgende vernaamste voorwaardes:

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

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

Die eiendom word voetstoots verkoop en die eksekusieskuldeiser sal nie verantwoordelik wees vir enige gebreke in die eiendom, verborge of andersins.

4. Die koper sal aanspreeklik wees vir alle agterstallige belastinge, heffing, ens. op die eiendom asook rente op die koopprijs soos deur die skuldeiser bepaal.

5. Die verkoopvoorwaardes sal vir insae lê by die Baljukantore, Witbank.

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

Erasmus Ferreira & Ackermann, Posbus 686, Athlonestraat, Athlone-sentrum, Witbank. [Tel. (0135) 6-1711.] (Verw. AP/S1104.)

Saak 18353/94

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

In die saak tussen **Eerste Nasionale Bank van Suidelike Afrika Beperk**, Eiser, en **Christiaan Anton Grib**, Verweerder

Geliewe kennis te neem dat in opvolging van 'n vonnis in bogemelde aksie toegestaan op 5 Oktober 1994, sal die ondergemelde onroerende eiendom, geregistreer in die naam van die Verweerder, sonder 'n reserweprijs deur die Balju in eksekusie verkoop word op Dinsdag, 28 Februarie 1995 om 10:00:

Gedeelte 19 ('n gedeelte van Gedeelte 4), Erf 579, geleë in die dorpsgebied Rietfontein, Registrasieafdeling JR, Transvaal, grootte 1 276 vierkante meter, gehou kragtens Akte van Transport T33160/83, die eiendom is ook bekend as 26ste Laan 822, Rietfontein, Pretoria.

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

Verbeterings: Die volgende verbeterings is op die eiendom aangebring alhoewel geen waarborg daartoe verskaf word nie: Siersteen en pleisterwoning onder sinkdak bestaande uit sitkamer, eetkamer, drie slaapkamers, kombuis, badkamer en toilet. Buitegeboue bestaande uit motorhuis en bediendekwartiere. Die gemelde eiendom is spesiaal woon gesoneer met 'n digtheid van een woonhuis per 700 m².

Verkoopvoorwaardes: Die verkoopvoorwaardes lê ter insae by die kantore van die Balju, Messcor Huis, Margarethastraat 30, Pretoria, waar dit gedurende normale kantoorure geïnspekteer kan word.

Gedateer te Pretoria op hierdie die 19de dag van Januarie 1995.

A. Bloem, vir Rooth & Wessels, Tweede Verdieping, Eerste Nasionale Bankgebou, Kerkplein, Pretoria. (Tel. 325-2940.) (Verw. A. Bloem/F.10948/ws.)

Saak 8964/92

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

In die saak tussen **NBS Bank Beperk** (Reg. No. 87/01384/06), Eiser, en **Renchia Aletta Vermaak**, Verweerder

Ingevolge 'n vonnis toegestaan en 'n lasbrief vir eksekusie gedateer 16 Junie 1994 word die volgende eiendom deur die Balju op 10 Maart 1995 om 11:00, verkoop by die Baljukantoor, Gedeelte 83, De Onderstepoort, ou Warmbadpad, Bon Accord, tot die hoogste aanbod:

Sekere Hoewe 15, geleë te Heatherdale-landbouhoewes, Registrasieafdeling JR, Transvaal, groot 2,0215 hektaars, geleë te Plot 15, Eerste Laan, Heatherdale-landbouhoewes.

Voorwaardes van verkoping:

1. Die eiendom sal verkoop word sonder reserweprys aan die hoogste bieder en sal onderworpe wees aan die bepalings en voorwaardes van die Landdroshofwet en reëls daaronder geproklameer en van die bepalings van die titelaktes, in so ver dit van toepassing mag wees.

2. Die volgende verbeterings op die eiendom word aangekondig maar geen waarborg daarmee verskaf nie:

Beskrywing van eiendom: Huis, sitkamer, eetkamer, kombuis, vier slaapkamers, twee badkamers, twee toilette, stort, opwasgedeelte, aantrekkamer, TV/familiekamer en studeerkamer.

Buitegeboue: Vier motorhuise.

Ander: Agterplaas, agter patio en stoep en sekuriteitshekke.

3. *Betaling:* Die koopprys sal betaalbaar wees synde 10% (tien persent) daarvan op die dag van verkoping aan die Balju en die balans tesame met rente daarop, vanaf datum van verkoping tot registrasie van oordrag, sal binne 14 dae aan die Balju betaal of gedek word deur 'n goedgekeurde bank- of bougenootskapwaarborg.

4. *Voorwaardes:* Die volle voorwaardes van verkoping lê vir insae by die kantoor van die Balju te Plot 83, De Onderstepoort, ou Warmbadpad, Bon Accord.

Gedateer te Pretoria op hierdie 23ste dag van Januarie 1995.

Shapiro & De Meyer Inc., Derde Verdieping, Shapirogebou, Bureaulaan, Pretoria. (Verw. T. Kartoudes/M. Kirsten/N806.); P.a. Smuts Uys & Van der Schyff, Zeldagebou, Gerrit Maritzstraat 570, Pretoria-Noord. (Verw. Uys 717-S000012/LA.)

Saak 1613/94

IN DIE LANDDROSHOF VIR DIE DISTRIK BETHAL GEHOU TE BETHAL

In die saak tussen **ABSA Bank Beperk** (United Bank Divisie), voorheen United Bouvereniging, Eksekusieskuldeiser, en **Stephen Nkosi**, Eksekusieskuldenaar

Ten uitvoering van 'n uitspraak van bogemelde Hof en 'n lasbrief tot uitwinning gedateer 6 Oktober 1994, sal die ondergemelde goedere op Vrydag, 3 Maart 1995 om 11:00, by die Landdroskantoor, Kamer 83, Bethal, aan die hoogste bieder verkoop word:

Alle reg, titel en belang in die huurpag ten opsigte van Gedeelte 59 van Erf 2142, in die dorp Emzinoni, Registrasieafdeling IS, Transvaal, groot 225 (tweehonderd vyf-en-twintig) vierkante meter, gehou kragtens Sertifikaat van Geregistreerde Toekenning van Huurpag TL57921/90.

Geteken te Bethal op hierdie 17de dag van Januarie 1995.

E. van der Walt, vir Cohen, Pretorius, Cronje & Van der Walt, Feldcogebou, Clercqstraat, Posbus 63, Bethal. (Verw. L 0335.)

Saak 12381/94

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Witwatersrandse Plaaslike Afdeling)

In die saak tussen **Cloete, Benjiel Bester**, Eiser, en **Cloete, Jan Sebastiaan Daniel**, Verweerder

Ter uitwinning van 'n vonnis van die Hooggeregshof van Suid-Afrika (Witwatersrandse Plaaslike Afdeling) in bogenoemde saak, sal 'n verkoping sonder 'n reserweprys, die prys onderhewig aan die Eiser se goedkeuring, gehou word te die kantore van die Balju te Ockersestraat 22B, Krugersdorp, op 1 Maart 1995 om 10:00, van die ondervermele eiendom van die Verweerder op die voorwaardes wat deur die venduafslaer gelees sal word ten tye van die verkoping en welke voorwaardes by die kantore van die Balju voor die verkoping ter insae sal lê:

Sekere Erf 91, Monument-dorpsgebied, Registrasieafdeling IQ, Transvaal, en ook bekend as Paul Krugerlaan 82, Monument, Krugersdorp, grootte 1 048 m² (een nul vier agt) vierkante meter.

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

Hoofgebou: Sitkamer, gesinskamer, eetkamer, twee badkamers, drie slaapkamers, kombuis en gang.

Buitegeboue: Dubbelmotorhuis, twee stoorkamers, bediendekamer, toilet/stort, swembad en lapa.

Konstruktueer: Baksteen met teël.

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

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

Gedateer te Johannesburg op hede die 20ste dag van Januarie 1995.

Rossouws, Eiser se Prokureurs, Negende Verdieping, Atkinsonhuis, Eloff- en Albertstraat, Posbus 1588, Johannesburg. (Tel. 334-2727.) (Verw. Rossouw/cw/04/B615A.)

**Case 23017/94
PH 388**

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Lazarus, Peter**, First Defendant, and **Lazarus, Sandra**, 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, 182 Progress Road, Technikon, Roodepoort, on Friday, 3 March 1995 at 10:00, of the undermentioned property of the Defendants on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff of the Supreme Court prior to the sale:

Certain Erf 1094, Witpoortjie Extension 1 Township, Registration Division IQ, Transvaal, area 1 300 (one thousand three hundred) square metres, situation 57 Nassau Street, Witpoortjie Extension 1.

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

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

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

F. R. J. Jansen, for Jansen & Potter, Plaintiff's Attorneys, 25th Floor, Carlton Centre, Commissioner Street, Johannesburg (Tel. 331-8535.) (Ref. ForeclosuresZ125.)

Case 28863/94

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

In the matter between **NBS Bank Limited**, Plaintiff, and **Molata, David Moeketsi**, First Defendant, and **Molata, Sheila**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the offices of the Deputy Sheriff Alberton, First Floor, Terrace Building, 1 Eaton Terrace, New Redruth, Alberton, on 28 February, 1995 at 10:00, of the undermentioned property of the Defendants on the conditions to be read out by the Sheriff at the time of the sale and which conditions may be inspected at the offices of the Sheriff, Alberton, prior to the sale:

Certain all right, title and interest in the leasehold in respect of Erf 194, Siluma View Township, Registration Division IR, Transvaal, situated at 194 Silumaview, Katlehong, Alberton, measuring 300 (three hundred) square metres.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: Building built of concrete blocks, plaster and paint, tiled roof, comprising lounge, kitchen, two bedrooms, bathroom and toilet. Property 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 or building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale. Auctioneer's charges, payable on the day of the sale, to be paid by the purchaser.

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

Hammond Pole & Dixon, c/o Mark Yammin, Hammond & Partners, Second Floor, Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 917-4631.) (Ref. Mrs Kok/N00254.)

Case 23112/94

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

In the matter between **GBS Manual Bank**, previously known as Grahamstown Building Society, Plaintiff, and **Edward Samuel Lewis**, First Defendant, and **Garoon Elsie Lewis**, Second Defendant

In terms of a judgment of the Supreme Court of South Africa (Transvaal Provincial Division) in the above-mentioned suit, a sale will be held at the offices of De Klerk, Vermaak & Partners Inc., Overvaal Building, 28 Kruger Avenue, Vereeniging, on Thursday, 2 March 1995 at 10:00, of the undermentioned property of the Defendants on the conditions to be read out by the auctioneer at the time of the sale and which conditions may be inspected at the offices of the Sheriff prior to the sale:

Erf 80, in the Township of Springcol, Registration Division IQ, Transvaal, also known as 14 Bosman Street, Springcol, Vereeniging, in extent 992 (nine hundred and ninety-two) square metres, held under Deed of Transfer T15344/92, subject to the reservation of mineral rights and subject to such conditions as are mentioned or referred to in the aforesaid deed.

The following information is furnished re the improvements though in this respect nothing is guaranteed: Dwelling consisting of five rooms, kitchen, w.c., garage, carport and servant's room.

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

Dated at Pretoria this 20th day of January 1995.

E. M. Eybers, for Adams & Adams, Shorburg, 429 Church Street, Pretoria. [Tel. (012) 320-8500.] (Ref. EME/ep S1415/94.);
N. C. H. Bouwman, Sheriff, Supreme Court, Overvaal, 28 Kruger Avenue, Vereeniging. [Tel. (016) 21-3400.]

Saak 72258/94

IN DIE LANDDROSHOF VIR DIE DISTRIK JOHANNESBURG GEHOU TE JOHANNESBURG

In die saak tussen **Eerste National Bank Beperk**, Eiser, en **B. Steeneveldt**, Verweerder

Ingevolge 'n vonnis van die Landdroshof te Johannesburg, en 'n lasbrief vir eksekusie gedateer 12 Oktober 1994, sal die volgende eiendom in eksekusie verkoop word voor die Hofgebou, Foxstraat-ingang, Johannesburg, op 10 Maart 1995 om 10:00, aan die hoogste bieder naamlik:

Erf 6321, Eldoradopark-uitbreiding 6-dorpsgebied, Registrasieafdeling IQ, Transvaal, groot 477 (vierhonderd sewe-en-sewentig) vierkante meter, gehou kragtens Transportakte T51711/93, ook bekend as Joe Halimstraat 25, Eldoradopark.

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

Hoofgebou: Enkelverdieping, drie slaapkamers, badkamer, toilet, kombuis en sitkamer.

Buitegeboue: Garage.

Titelakte voorwaardes: Streng vir woning doeleindes 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 Johannesburg-Suid, ondersoek word.

Gedateer te Johannesburg op die 20ste dag van Januarie 1995.

Brian Alberts & Vennote, Eerste Verdieping, Proteasentrum, hoek van High- en Fortunastraat, Brixton. (Verw. Alberts JAA 74/94B.)

Saak 2518/94

IN DIE LANDDROSHOF VIR DIE DISTRIK HOËVELDRIF GEHOU TE EVANDER

In die saak tussen **ABSA Bank Beperk**, handelende as Allied Bank, Eiser, en **Mzweleni Amon Biyela**, Verweerder

In opvolging van 'n vonnis toegestaan in die Landdroshof van Evander, en lasbrief vir eksekusie gedateer 16 Augustus 1994 sal die eiendom hieronder genoem verkoop word in eksekusie op 1 Maart 1995 om 12:00, by die Baljukantore, Evander, aan die hoogste bieder vir kontant, naamlik:

Eiendomsbeskrywing: Sitkamer, eetkamer, badkamer, toilet, drie slaapkamers, motorhuis, omheining en kombuis.

Eiendom: Erf 4556, Embalenhle-uitbreiding 9, Registrasieafdeling IS, Transvaal, groot 706 vierkante meter, gehou kragtens Akte van Transport TL9548/91, geleë te Selemelastraat, 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 24ste dag van Januarie 1995.

J. Jacobs, vir Cronje, De Waal & Van der Merwe, Eerste Verdieping, Unitedgebou, Posbus 48, Secunda, 2302. (Verw. Jacobs/EMCD/A700.)

VERKOPINGS

Al die verkopings sal gehou word by die kantore van die Landdroskantoor, Vanderbijlpark, 1939, op Vrydag, 3 Maart 1995 om 10:00.

Eksekusiekrediteur: **Nedcor Bank Beperk**.

Die hiernagenoemde eiendomme sal vir verkoping aangebied word, waarvan die materiële voorwaardes van die verkoping soos volg is: Geen waarborg of versekering met betrekking tot die aard van die verbeterings word gegee nie:

(a) Die verkoping sal deur publieke veiling gehou word en sonder reserwe en sal voetstoots wees.

(b) Die prys sal rentedraend wees teen die huidige koers van tyd tot tyd in terme van die verband oor die eiendom gehou deur die Eiser vanaf datum van verkoping tot datum van betaling.

(c) Onmiddellik na die verkoping sal die koper die voorwaardes van verkoping teken wat by die Baljukantoor, Vanderbijlpark, nagegaan mag word.

(d) Die koper sal alle bedrae wat benodig mag word om oordrag van die eiendom te verkry betaal, insluitende alle oordragskoste, hereregte, terreinhuur en ander kostes verskuldig aan die plaaslike owerheid, rente ensovoorts.

(e) Die koopprys sal betaalbaar wees teen 10% (tien persent) daarvan of R400 (vierhonderd rand), watter een ookal die meerder is, tesame met die Balju se kostes van 5% (vyf persent) van die opbrengs van die verkoping, betaalbaar deur die koper tot 'n prys van R20 000 en daarna 3% (drie persent) tot 'n maksimum van R6 000 met 'n minimum van R200 onmiddellik na die verkoping, in kontant of deur 'n bankgewaarborgde tjek, en die onbetaalde balans tesame met rente op die algehele koopprys betaalbaar word of verseker word deur 'n bank- of bougenootskapwaarborg binne 14 (veertien) dae vanaf datum van die verkoping.

(f) In gebreke met die bepalings van die voorwaardes van verkoping, kan die koper verplig wees om 10% (tien persent) van die koopprys te betaal as rouwkoop.

(g) Die volledige voorwaardes van verkoping is beskikbaar vir inspeksie by die kantoor van die Balju, Vanderbijlpark.

Saak 5724/94.

Vonnisskuldenaar: S. P. Leburu.

Eiendom: Alle reg, titel en belang in die huurpag ten opsigte van Perseel 24, Sebokeng Eenheid 10-uitbreiding 2-dorpsgebied, Registrasieafdeling IQ, Transvaal.

Grootte van eiendom: Groot 264 vierkante meter.

Beskrywing van eiendom: Woonhuis met geen buitegeboue.

Straatadres van eiendom: Perseel 24, Sebokeng Eenheid 10-uitbreiding 2, distrik Vanderbijlpark.

Rente op vonnisskuld: 15,25% (vyftien komma twee vyf persent).

L. M. Barnard, vir Snijman & Smullen, Eiser se Prokureur, Barclayssentrum, 29 Lesliestraat, Posbus 38, Vereeniging, 1930. (Verw. mev. Davel/6/595.)

**Case 18471/92
PH 388**

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Patel: Kantilal Ranchod**, 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, 2 March 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 778, Crosby Township, Registration Division IQ, Transvaal, area 542 (five hundred and forty-two) square metres, situation 9 Saint Fillan Street, Crosby.

Improvements (not guaranteed): A house under iron roof consisting of three bedrooms, bathroom, kitchen, lounge, dining-room, garage, store-room and servants' quarters, servant's toilet with pre-cast walls around property.

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

Dated at Johannesburg on the 23rd 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. ForeclosuresZ359.)

**Case 13753/92
PH 388**

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Petersen: Keith Sandrick**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of the Sheriff of the Supreme Court, Overvaal Building, 28 Krugerlaan, Vereeniging, on Thursday, 2 March 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 3669, Ennerdale Extension 5 Township, Registration Division IQ, Transvaal, area 301 (three hundred and one) square metres, situation 10 Citrien Street, Ennerdale Extension 5.

Improvements (not guaranteed): A house under tiled roof consisting of three bedrooms, bathroom, kitchen and lounge with pre-cast walls around property.

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

Dated at Johannesburg on the 23rd 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. ForeclosuresZ358.)

Saak 33926/94

IN DIE LANDDROSHOF VIR DIE DISTRIK JOHANNESBURG GEHOU TE JOHANNESBURG

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

Ingevolge 'n vonnis van die Landdroshof te Johannesburg en 'n lasbrief vir eksekusie gedateer 30 Junie 1994, sal die volgende eiendom in eksekusie verkoop word te die Balju se kantore, Parkstraat 8, Kempton Park, op 9 Maart 1995 om 10:00, aan die hoogste bieder naamlik:

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

Die volgende inligting word verskaf alhoewel geen waarborg in verband daarmee gegee kan word nie: *Hoofgebou:* Familie-kamer, eetkamer, sitkamer, vier slaapkamers, twee badkamers, twee toilette, kombuis, kroeg en patio. *Buitegeboue:* Twee garages en swembad.

Titelvoorwaarde: 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 Kempton Park, ondersoek word.

Gedateer te Johannesburg op hierdie 20ste dag van Januarie 1995.

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

Saak 15232/94

IN DIE LANDDROSHOF VIR DIE DISTRIK KLERKSDORP GEHOU TE KLERKSDORP

In die saak tussen **Nedcor Bank**, Eiser, en **Shobotlhi Edward Mthuphi**, Verweerder

Ingevolge 'n uitpraak van die Landdroshof Klerksdorp, en lasbrief vir eksekusie teen goed met datum 19 Desember 1994, sal die ondervermelde eiendom op Vrydag, 10 Maart 1995 om 09:00, te Balju vir die Landdroshof, Colonial Mutualgebou, Anderstraat, Klerksdorp, aan die hoogste bieder verkoop word, naamlik:

Alle reg, titel en belang in die huurpag ten opsigte van Erf 2578, Khuma-dorpsgebied, Registrasieafdeling IP, Transvaal, groot 219 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 Landdroshofwet 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: Enkelverdieping woning bestaande uit twee 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, Colonial Mutualgebou, Andersonstraat, Klerksdorp, nagesien word.

Gedateer te Klerksdorp op hierdie 19de dag van Januarie 1995.

A. H. Snyman, vir J. J. Oosthuizen, Du Plooy & Vennote, Eerste Verdieping, Permanentgebou, Boomstraat; Posbus 22, Klerksdorp, 2570.

**Case 25690/94
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 **Bezuidenhout, Pieter Johannes**, Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the abovementioned suit, a sale without reserve will be held at the Main Entrance Hall of the Magistrate's Court, Vanderbijlpark, on 3 March 1995 at 10:00, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the Magistrate's Court, General Hertzog Street, Vanderbijlpark, prior to the sale:

Certain Erf 83, situated in the Township of Vanderbijlpark Central West 6, Registration Division IQ, Transvaal, being 60 Goodyear Street, Vanderbijlpark Central West 6, measuring 650 (six hundred and fifty) square metres.

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

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

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

Dated at Johannesburg this 24th day of 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 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/bt/B.302.)

Saak 4265/94

IN DIE LANDDROSHOF VIR DIE DISTRIK HOËVELDRIF GEHOU TE EVANDER

In die saak tussen **Nedcor Bank Beperk**, Eiser, en **Paulus Fanyana Mashiyane**, Verweerder

Ingevolge die vonnis in bogenoemde Agbare Hof verkry op 11 Januarie 1995, en 'n lasbrief vir eksekusie in bogenoemde saak, sal die onderstaande eiendom van die Eksekusieskuldenaar op 1 Maart 1995 om 12:00, te die Baljukantoor, Cornellstraat 21, Evander, aan die hoogste bieder geregtelik verkoop word op die voorwaardes soos gemeld deur die afslaer tydens die verkoping welke voorwaardes geïnspekteer mag word by voormelde Balju, voor die verkoping:

Erf 5038, Uitbreiding 9, Embalenhle, geleë in die dorp Embalenhle, Registrasieafdeling IS, Transvaal.

Beskrywing van eiendom: Drie slaapkamers, kombuis, toilet, badkamer en sitkamer, groot 400 (vier nul nul) vierkante meter.

Geteken te Secunds op hede hierdie 23st dag van Januarie 1995.

A. J. G. Viljoen, vir Vos, Viljoen & Becker, Eerste Verdieping, S.A. Permgebou, Secunda, 2302. (Tel. 31-2550.)

Case 2182/94

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

In the matter between **E. D. Ras & Olivier**, Plaintiff, and **Ephraim Mokgapa Mokwalakwala**, Defendant

Pursuant to a judgment of this Court and subsequent warrant for execution dated 21 November 1994 (RE.IS), the hereundermentioned property will be sold in execution to the highest bidder at the Magistrate's Office, Brits, on 10 March 1995 at 09:00, namely:

Erf 701, Oukasie, District of Brits, JQ, Transvaal, measuring 281 square metres, held under Deed of Transfer TL29499/1993.

The following improvements exist on the property although in this respect nothing is guaranteed: Dwelling-house.

Material conditions of the sale are:

- (a) The sale will be held by public auction and without reserve and will be voetstoots.
- (b) Immediately after the sale the purchaser shall sign the conditions of sale which can be inspected at the Sheriff's Office, Brits.
- (c) The purchaser shall pay amounts necessary to obtain transfer of the property including all costs of transfer, transfer duty, site rentals and other charges due to the local authority, interest, etc.
- (d) The purchase price shall be paid as to 10% (ten per centum) thereof or R400 (four hundred rand) whichever is the greater, together with the Sheriff's auction charges of 4% (four per centum) 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 date of sale.
- (e) Failing compliance with provisions of the conditions of sale, the purchaser may be compelled to pay 10% (ten per centum) of the purchase price as roukoop.
- (f) The full conditions of the sale are available for inspection at the office of the Sheriff, Brits.

Dated at Brits this 19th day of January 1995.

J. E. Olivier, c/o E. D. Ras & Olivier, Attorneys for Plaintiff, First Floor, Perm Plaza, Murray Avenue, P.O. Box 5, Brits, 0250.

Saak 910/91

IN DIE LANDDROSHOF VIR DIE DISTRIK HOËVELDRIF GEHOU TE EVANDER

In die saak tussen **Nedcor Bank Beperk**, Eiser, en **Mark Timothy Turner**, Eerste Verweerder, en **Michelle Ann Turner**, Tweede Verweerder

Ingevolge die vonnis in bogenoemde Agbare Hof verkry op 10 April 1991, en 'n lasbrief vir eksekusie in bogenoemde saak, sal die onderstaande eiendom van die Eksekusieskuldenaar op 1 Maart 1995 om 12:00, te die Baljukantoor, Cornellstraat 21, Evander, aan die hoogste bieder geregtelik verkoop word op die voorwaardes soos gemeld deur die afslaer tydens die verkoping welke voorwaardes geïnspekteer mag word by voormelde Balju voor die verkoping:

Erf 2725, Uitbreiding 17, Kinross, geleë in die dorp Kinross, Registrasieafdeling IS, Transvaal.

Beskrywing van eiendom: Drie slaapkamers, kombuis, eetkamer, een en 'n halwe badkamers en sitkamer, groot 600 (ses nul nul) vierkante meters.

Geteken te Secunda op hede hierdie 23ste dag van Januarie 1995.

A. J. G. Viljoen, vir Vos, Viljoen & Becker, Eerste Verdieping, S.A. Permgebou, Secunda, 2302. (Tel. 31-2550.)

Saak 4203/94

IN DIE LANDDROSHOF VIR DIE DISTRIK HOËVELDRIF GEHOU TE EVANDER

In die saak tussen **Nedcor Bank Beperk**, Eiser, en **Magage Thomas Zwane**, Eerste Verweerder, en **Baswane Lisaya Zwane**, Tweede Verweerder

Ingevolge die vonnis in bogenoemde Agbare Hof verkry op 11 Januarie 1995, en 'n lasbrief vir eksekusie in bogenoemde saak, sal die onderstaande eiendom van die Eksekusieskuldenaar op 1 Maart 1995 om 12:00, te die Baljukantoor, Cornellstraat 21, Evander, aan die hoogste bieder geregtelik verkoop word op die voorwaardes soos gemeld deur die afslaer tydens die verkoping welke voorwaardes geïnspekteer mag word by die voormelde Balju voor die verkoping:

Erf 2564, Uitbreiding 4, Embalenhle, geleë in die dorp Embalenhle, Registrasieafdeling IS, Transvaal.

Beskrywing van eiendom: Vier slaapkamers, kombuis, eetkamer, toilet, badkamer, sitkamer en motorhuis, groot 540 (vyf vier nul) vierkante meters.

Geteken te Secunda op hede hierdie 23ste dag van Januarie 1995.

A. J. G. Viljoen, vir Vos, Viljoen & Becker, Eerste Verdieping, S.A. Permgebou, Secunda, 2302. (Tel. 31-2550.)

Saak 4204/94

IN DIE LANDDROSHOF VIR DIE DISTRIK HOËVELDRIF GEHOU TE EVANDER

In die saak tussen **Nedcor Bank Beperk**, Eiser, en **Lesole Soldier Ngcephe**, Eerste Verweerder, en **Letticia Nyameka Ngcephe**, Tweede Verweerder

Ingevolge die vonnis in bogenoemde Agbare Hof verkry op 11 Januarie 1995, en 'n lasbrief vir eksekusie in bogenoemde saak, sal die onderstaande eiendom van die Eksekusieskuldenaar op 1 Maart 1995 om 12:00, te die Baljukantoor, Cornellstraat 21, Evander, aan die hoogste bieder geregtelik verkoop word op die voorwaardes soos gemeld deur die afslaer tydens die verkoping welke voorwaardes geïnspekteer mag word by voormelde Balju voor die verkoping:

Erf 2831, Uitbreiding 4, Embalenhle, geleë in die dorp Embalenhle, Registrasieafdeling IS, Transvaal.

Beskrywing van eiendom: Drie slaapkamers, kombuis, badkamer en sitkamer, groot 482 (vier agt twee) vierkante meters.

Geteken te Secunda op hede hierdie 23ste dag van Januarie 1995.

A. J. G. Viljoen, vir Vos, Viljoen & Becker, Eerste Verdieping, S.A. Permgebou, Secunda, 2302. (Tel. 31-2550.)

Saak 867/94

IN DIE LANDDROSHOF VIR DIE DISTRIK SOSHANGUVE GEHOU TE SOSHANGUVE

In die saak tussen **Khayaletu Home Loans**, Eiser, en **N. L. Madisa**, Eerste Verweerder, en **E. B. Madisa**, Tweede Verweerder

Ooreenkomstig 'n vonnis van die Landdros in die bogenoemde Agbare Hof en 'n lasbrief tot uitwinning, sal die ondergenoemde eiendom as 'n eenheid op 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 123, Blok GG, tesame met die verbeteringe of geboue daarop geleë in die dorpsgebied Soshanguve, gehou kragtens Akte van Transport van Huurpag TL195/90, grootte 300 (driehonderd) vierkante meter, verbeterings (ten opsigte waarvan egter geen waarborg gegee kan word nie).

Losstaande baksteen- en/of sementwoonhuis onder sinkdak bestaande uit sitkamer, badkamer, kombuis en twee slaapkamers.

Die wesentlike voorwaardes van verkoop is:

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

Geteken te Pretoria-Noord hierdie 26ste dag van Januarie 1995.

C. J. van Wyk, vir Hack Stupel & Ross, HSR-gebou, Emily Hobhousestraat 264, Pretoria-Noord. (Verw. mnr. Van Wyk/B49/279/EJ.)

Saak 927/94

IN DIE LANDDROSHOF VIR DIE DISTRIK SOSHANGUVE GEHOU TE SOSHANGUVE

In die saak tussen **Khayaletu Home Loans**, Eiser, en **L. L. Mabena**, 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 1005, Blok GG, tesame met die verbeteringe of geboue daarop geleë in die dorpsgebied Soshanguve, gehou kragtens Akte van Transport van Huurpag TL1504/89, grootte 300 (driehonderd) vierkante meter, verbeterings (ten opsigte waarvan egter geen waarborg gegee kan word nie).

Losstaande baksteen- en/of sementwoonhuis onder sinkdak bestaande uit sitkamer, badkamer, kombuis en twee slaapkamers.

Die wesentlike voorwaardes van verkoop is:

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

Geteken te Pretoria-Noord hierdie 26ste dag van Januarie 1995.

C. J. van Wyk, vir Hack Stupel & Ross, HSR-gebou, Emily Hobhouselaan 264, Pretoria-Noord. (Verw. mnr. Van Wyk/B49/291/EJ.)

Saak 7490/94

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

In die saak tussen **Khayaletu Home Loans**, Eiser, en **S. A. Tefu**, 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 23661, tesame met die verbeteringe of geboue daarop geleë in die dorpsgebied Mameloduitbreiding 4, gehou kragtens Akte van Transport van Huurpag TL66657/92, grootte 300 (driehonderd) vierkante meter, verbeterings (ten opsigte waarvan egter geen waarborg gegee kan word nie).

Losstaande baksteen- en/of sementwoonhuis onder sinkdak bestaande uit sitkamer, badkamer, kombuis en twee slaapkamers.

Die wesentlike voorwaardes van verkoop is:

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

Geteken te Pretoria-Noord hierdie 26ste dag van Januarie 1995.

C. J. van Wyk, vir Hack Stupel & Ross, HSR-gebou, Emily Hobhouselaan 264, Pretoria-Noord. (Verw. mnr. Van Wyk/B49/275/EJ.)

Saak 16679/94

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen Stadsraad van Pretoria, Eksekusieskuldeiser, en **J. Saayman**, Eksekusieskuldenaar

Kragtens 'n uitspraak in die hof van die Landdros Pretoria, en 'n lasbrief vir eksekusie gedateer 23 Mei 1994, sal die onderstaande eiendom op 2 Maart 1995 om 10:00, te die kantoor van die Balju Pretoria-Wes, Kamer 603A, Sesde Verdieping, Olivettihuis, hoek van Schubart- en Pretoriusstraat, Pretoria, geregteelik verkoop word aan die hoogste bieder, naamlik:

Die eiendom wat verkoop word bestaan uit Restant van Erf 1362, geleë in die dorpsgebied Pretoria, Registrasieafdeling JR, Transvaal, bekend as Schuttestraat 311, Pretoria-Wes, gesoneer vir woonhuis.

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

Verbandhouer: Nedbank (Nedcorbank), Nedbanksentrum, Andriesstraat, Pretoria.

Terme: Die verkoopvoorwaardes wat op die verkoping betrekking het, lê ter insae by die Balju, Landdroshof, Pretoria-Wes, Kamer 603A, Sesde Verdieping, Olivettihuis, hoek van Schubart- en Pretoriusstraat, Pretoria.

Die belangrikste voorwaardes daarin vervat is die volgende: 'n Kontant deposito van 10% (tien persent) van die koopprijs is betaalbaar op die dag van die veiling, die balans verseker te word by wyse van 'n bank- of bougenootskapwaarborg in 'n vorm aanvaarbaar vir Eiser se prokureur en wat betaalbaar moet wees teen registrasie van transport in die koper se naam.

Gedateer te Pretoria op hede die 24ste dag van Januarie 1995.

Dyason, Eiser se Prokureurs, Leopont, Kerkstraat-Oos 451, Pretoria. (Verw. MJL/mev. Botha/VF0323.)

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

In die saak tussen **Standard Bank van S.A. Beperk**, (62/00738/06), Eiser, en **Ingatius Johannes Jooste**, ID. 5309275081008, Verweerder

Ten uitvoerlegging van 'n vonnis van bogemelde Hof en 'n lasbrief vir eksekusie word die volgende eiendom in eksekusie verkoop op Dinsdag, 28 Februarie 1995 om 10:00, deur die Balju vir die Hooggeregshof, Pretoria-Sentraal, gehou te die NG Sinodalesentrum, Visagiestraat 234, Pretoria, aan die hoogste bieder:

Gedeelte 5 van Erf 2040, Villieria-dorpsgebied, Registrasieafdeling JR, Transvaal, groot 1 276 vierkante meter, gehou kragtens Akte van Transport T7162/1989.

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

Straatadres: 30ste Laan 542, Villieria, Pretoria.

Verbeterings: Woonhuis met sinkdak, sitkamer, familiekamer, kombuis, drie slaapkamers, twee badkamers, garage, twee motorafdakke, buite toilet, onthaalafdak, draad- en voorafvervaardigde-omheining, steenplaveisel, swembad en boorgat.

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: Die lê ter insae by die kantoor van die Balju vir die Hooggeregshof: Pretoria-Sentraal, te Messcorhuis, Margarethastraat 30, Pretoria.

Gedateer te Pretoria op hierdie 26ste dag van Januarie 1995.

Haasbroek & Boezaart Ing., Eiser se Prokureurs, Tweede Verdieping, Momentumsentrum, Westoring, Pretoriusstraat, Posbus 2205, Pretoria. [Tel. (012) 322-4401.] (Verw. V. Rensburg/Z9147/93/BVDM.)

Case 344/91

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

In the matter between **Hassims Hyper**, Plaintiff, and **Jacob Ramakgolo**, Defendant

In pursuance of a judgment of the Court of the Magistrate of Seshego granted on 11 October 1991, and a warrant of execution issued in pursuance thereof, the undermentioned property will be sold in execution on Wednesday, 1 March 1995 at 14:00, at the offices of the Magistrate, Seshego, to the highest bidder, namely:

2912 Zone 2, Seshego, measuring 427 (four hundred and twenty-seven) square metres.

Terms: The purchase price shall be paid as to 10% (ten per cent) thereof on the day of the sale and the unpaid balance together with interest thereon as stated in the conditions of sale, to date of registration of transfer, shall be paid or secured by the delivery of an acceptable bank or building society guarantee within fourteen (14) days of date of sale. The full and complete conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Messenger of the Court, Pietersburg.

The property namely a dwelling-house has been improved but is not guaranteed.

A substantial building society bond can be arranged for an approved purchaser.

Dated at Pietersburg on this the 23rd day of March 1995.

I. A. van den Ende, for Niland & Pretorius Inc., 2 Albatross Centre, 21 Market Street, Pietersburg.

Saak 344/91

IN DIE LANDDROSHOF VIR DIE DISTRIK SESHEGO GEHOU TE SESHEGO

In die saak tussen **Hassims Hyper**, Eiser, en **Jacob Ramakgolo**, Verweerder

Ter uitvoerlegging van 'n vonnis van die Landdros van Seshego toegestaan op 11 Oktober 1991, en 'n lasbrief vir eksekusie uitgereik in opvolging daarvan, sal die ondergemelde eiendom in eksekusie verkoop word op Woensdag, 1 Maart 1995 om 14:00, te die kantore van die Magistraat, Seshego, aan die hoogste bieder, naamlik:

2912 Zone 2 Seshego, groot 427 (vierhonderd sewe-en-twintig) vierkante meter.

Terme: 10% (tien persent) van die koopprys in kontant betaalbaar ten tye van die verkoping en die balans tesame met rente soos in die verkoopvoorwaardes uiteengesit, moet verseker word deur 'n goedgekeurde bank- of bouverenigingwaarborg binne veertien (14) dae vanaf datum van die verkoping. Volledige besonderhede van die verkoopvoorwaardes is ter insae by die kantoor van die Balju, Pietersburg, en kan te enige tyd gedurende kantoorure geïnspekteer word.

Die eiendom naamlik 'n woonhuis is verbeter, maar word niks gewaarborg nie.

'n Aansienlike bouvereniging lening kan gereël word vir 'n goedgekeurde koper.

Geteken te Pietersburg op die 23ste dag van Januarie 1995.

I. A. van den Ende, vir Niland & Pretorius Ing., Albatrossentrum 2, Markstraat 21, Pietersburg.

Case 10918/94

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Beauty Bethusile Kowa, N.O.**, First Defendant, **Beauty Bethusile Kowa**, Second Defendant, and **Rosemary Kowa**, Third Defendant

On 3 March 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 1763, Vosloorus, Registration Division IR, Transvaal, situated at 1763 Moagi Street, Vosloorus, Boksburg.

Improvements: Detached single storey brick residence consisting of two bedrooms, bathroom, kitchen and 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 at 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 24th day of January 1995.

Tuckers, Permanent Building, Commissioner Street, Boksburg. (Ref. Mrs L. Pinheiro/H01464.)

Saak 629/94

IN DIE LANDDROSHOF VIR DIE DISTRIK KRIEL GEHOU TE KRIEL

In die saak tussen **Nedcor Bank Beperk**, Eiser, en **Sabelo Vincent Nxumalo**, Verweerder

Ingevolge die vonnis in bogenoemde Agbare Hof verkry op 3 November 1994, en 'n lasbrief vir eksekusie in bogenoemde saak, sal die onderstaande eiendom van die Eksekusieskuldenaar op 1 Maart 1995 om 11:00, te die Landdroskantoor, Kriel, aan die hoogste bieder geregtelik verkoop word op die voorwaardes soos gemeld deur die afslaer tydens die verkoping welke voorwaardes geïnspekteer mag word by bovermelde Balju voor die verkoping:

Erf 341, Thubelihle, geleë in die dorp Thubelihle, Registrasieafdeling IS, Transvaal.

Beskrywing van eiendom: Drie slaapkamers, kombuis, badkamer en sitkamer, groot 372 (drie sewe twee) vierkante meters.

Geteken op hede hierdie 24ste dag van Januarie 1995.

A. J. G. Viljoen, vir Vos, Viljoen & Becker, p.a. Lou van der Merwe, Posbus 3826, Kamer 2, Eskom Plaza, Kriel. [Tel. (0136) 31-2550.]

Case 27797/94
PH 396

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited**, trading as United Bank, Execution Creditor, and **Madwara, Nomsa Patricia**, First Execution Debtor, **Mlangeni, Nomkhosazana Gertrude**, Second Execution Debtor, and **Mlangeni, Busaphi Ernest**, Third Execution Debtor

Be pleased to take notice that on Thursday, 2 March 1995 at 10:00, the undermentioned property will be sold in execution at the offices of the Sheriff of the Supreme Court, 131 Marshall Street, Johannesburg:

Certain Section 23, Clairehaven, Johannesburg Local Authority, measuring 69 square metres, situated at Flat 121, 23 Ockerse Street, Hillbrow.

Buildings and improvements: A sectional title unit consisting of lounge, dining-room, bedroom, kitchen, bathroom and toilet.

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

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

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

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

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

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

W. B. J. Zwiegers, for Van de Venter, Meiring Inc., Attorneys for Plaintiff, Suite 705, Seventh Floor, Carlton Office Tower, Commissioner Street, Johannesburg. (Docex 2 Randburg.) [Tel. (011) 886-0500.] (Ref. S. Pitchers/Z16425.)

To: The Sheriff for the Supreme Court, Johannesburg North.

And to: ABSA Bank Limited, trading as United Bank, Execution Creditor, United Building, corner of Fox and Eloff Streets, Johannesburg. Copy hereof to be served on the Execution Creditor by the Sheriff of the above Honourable Court.

And to: Any Execution Creditor who has lodged a warrant of execution. Copy hereof to be served by the Sheriff of the Court on any Execution Creditor, who has lodged a warrant of Execution.

And to: The City Treasurer, Johannesburg Town Council, Legal Advisor. Copy hereof to be served on the Town Council by the Sheriff of the Court.

And to: Registrar of Deeds, Johannesburg. Copy hereof to be served on Registrar of Deeds by the Sheriff of the above Honourable Court.

Saak 27797/94

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

In die saak tussen **ABSA Bank Limited**, handeldrywend as United Bank, Eiser, en **Madwara, Nomsa Patricia**, Eerste Verweerder, **Mlangeni, Nomkhosazana Getrude**, Tweede Verweerder, en **Mlangeni, Busaphi Ernest**, Derde Verweerder

'n Verkoop sonder voorbehoud, sal gehou word by die kantore van die Balju vir die Hooggeregshof te Marshallstraat 131, Johannesburg, op Donderdag, 2 Maart 1995 om 10:00, van die ondergenoemde eiendom op voorwaardes wat geïnspekteer mag word by die kantore van die Balju, Marshallstraat 131, Johannesburg, voor die verkoping:

Deeltitel 23, Clairehaven, Johannesburgse Plaaslike Owerheid, waarvan die grootte 69 vierkante meter is, gehou deur die Verweerder kragtens Akte van Transport ST48754/1993, synde Deeltitel 23, Clairehaven, Ockersstraat 23, Hillbrow, Johannesburg.

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

Geboue en verbeterings: Sitkamer, eetkamer, slaapkamer, kombuis, badkamer en toilet.

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

Gedateer te Johannesburg hierdie 23ste dag van Januarie 1995.

W. B. J. Zwiegers, vir Van de Venter, Meiring Inc., Eiser se Prokureurs, Suite 705, Sewende Verdieping, Carlton Office Tower, Commissionerstraat 145, Johannesburg. [Tel. (011) 886-0500.] (Ref. S Pitchers/Z16425.)

Aan: Die Balju van die Hooggeregshof, Johannesburg-Noord.

En aan: ABSA Bank Limited, handeldrywend as United Bank, Eksekusieskuldeiser, Unitedgebou, hoek van Fox- en Eloffstraat, Johannesburg. Afskrif hiervan moet aan die Eksekusieskuldeiser beteken word deur die Balju van die bogenoemde Agbare Hof.

En aan: Enige Eksekusieskuldeiser wie 'n lasbrief van eksekusie ingedien het. Afskrif hiervan moet deur die Balju van die bogenoemde Agbare Hof aan enige Eksekusieskuldeiser beteken word, wie 'n lasbrief van Eksekusie ingedien het.

En aan: Die Stadstoesourie, Stadsraad van Johannesburg, Regsverteenvoordiger. Afskrif hiervan moet deur die Balju van die bogenoemde Agbare Hof beteken word op die Regsverteenvoordiger van die Stadsraad van Johannesburg.

En aan: Registrateur van Aktes, Johannesburg. Afskrif hiervan moet deur die Balju van die bogenoemde Agbare Hof aan die Registrateur van Aktes te Johannesburg beteken word.

Saak 869/94

IN DIE LANDDROSHOF VIR DIE DISTRIK BRONKHORSTSPRUIT GEHOU TE BRONKHORSTSPRUIT

In die saak tussen **Eerste Nasionale Bank**, Eiser, en **Van der Westhuizen, D. J.**, Verweerder

Geliewe kennis te neem dat ingevolge uitspraak van bogenoemde Agbare Hof gedateer 29 September 1994 en daaropvolgende lasbrief vir eksekusie die hierna gemelde eiendom op 10 Maart 1995 om 12:00, te Krugerstraat, Bronkhorstspuit, geregtelik verkoop sal word, naamlik:

Erf 379, geleë in die dorpsgebied Riamarpark, Registrasieafdeling JR, Transvaal, ook bekend as Madeliefiestraat 23, Bronkhorstspuit.

En neem verder kennis dat die verkoopvoorwaardes by die kantore van die Balju, Bronkhorstspuit, ter insae lê en behels onder andere die volgende:

1. Tien persent (10%) van koopsom op datum van veiling in kontant betaalbaar plus afslaskommissie.

2. Balans koopsom, plus rente binne 14 (veertien) dae vanaf datum van veiling in kontant of gewaarborg deur 'n aanvaarbare bankwaarborg.

3. Besit onderhewig aan enige huurkontrak.

4. Reserweprys wat op veiling aangekondig sal word.

Gedateer te Bronkhorstspuit op hede die 23ste dag van Januarie 1995.

Wessel Ebersohn, Cilliersgebou, Krugerstraat, Bronkhorstspuit; Posbus 160, Bronkhorstspuit, 1020. [Tel. (012) 2-0057/8/9.] (Verw. DV/E256.)

Case 10913/93

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

In the matter between **First National Bank**, Plaintiff, and **Andrew B. and Desea J. Lubambo**, Defendants

Kindly take notice that pursuant to a judgment of the above Honourable Court granted on 16 November 1993 and subsequent warrant of execution the Defendants right, title and interest in and to the undermentioned property will be sold in execution at the Harper Avenue, Benoni, on 1 March 1995 at 11:00, Magistrate's Office:

Erf & Township: Erf 6292, Etwatwa Extension 3 Township, held by Registered Grant of Leasehold TL38282/1991, measuring 299 square metres, Registration IR, Transvaal, also known as 6292 Etwatwa Extension 3 Township, Daveyton.

Description of the property: Plastered tiled roof dwelling, dining-room, kitchen, two bedrooms, full bathroom, flooring -carpets and ceramic tiles, electrics stove and zink and side fenced.

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) and thereafter 3% (three per centum) to a maximum fee of R6 000 (six thousand). Within 14 days of the date of the sale the purchaser must delivered 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 19% (nineteen per centum) per annum.

Gedateer te Springs op hede hierdie 11de dag van Oktober 1994.

H. F. Delport, vir Ivan Davies Theunissen, IDT-gebou, Vierde Straat 64, Posbus 16, Docex 6, Springs. (Tel. 812-1050.) (Verw. mnr. Ashton/NK/DN1243.)

Case 10330/92

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

In the matter between **NBS Bank Limited**, Plaintiff, and **Dolores de Andrade**, Defendant

In pursuance of a judgment in the Court of the Magistrate of Benoni and writ of execution dated 16 October 1992, the property listed hereunder will be sold in execution, on Wednesday, 1 March 1995 at 11:00, in front of the Magistrate's Court, Harpur Avenue, Benoni, to the highest bidder:

Erf 2474, Crytsal Park Extension 3 Township, Registration Division IR, Transvaal, measuring 813 (eight hundred and thirteen) square metres, known as 11 Trogan Street, Crystal Park, Benoni.

The property is zoned Residential in terms of the relevant Town-planning scheme.

No warranty or undertaking is given in relation to the nature of the improvements, which are described as follows: Single-storey dwelling, brick and plaster, lounge, dining-room, kitchen, three bedrooms and bathroom.

The material conditions of sale are:

(a) The sale will be held by public auction and without reserve and will be voetstoots.

(b) Immediately after the sale, the purchaser shall sign the conditions of sale which can be inspected at the Sheriff's Office, 84 Princes Avenue, Benoni.

(c) The purchaser shall pay all amounts necessary to obtain transfer of the property, including all costs of transfer, transfer duty, rates, taxes, licences, sanitary fees, interest and Value-Added Tax.

(d) The purchase price shall be paid as to a deposit of 10% (ten per centum) thereof or if the purchase price is less than R10 000 then the total purchase price, together with the auction charges of the Sheriff of the Magistrate's Court being 4% (four per centum) of the sale price, and Value-Added Tax, both immediately after the sale, in cash or by bank-guaranteed cheque, and the unpaid balance of the purchase price together with interest at 19,25% (nineteen comma two five per centum) per annum on the preference creditors' claim as contemplated in Rule 43 (7) (a) of the Rules of Court from the date of sale to date of payment to be paid or secured by a bank or building society guarantee within 14 (fourteen) days from the date of sale.

(e) The property shall be sold subject to any existing tenancy.

(f) Failing compliance with the provisions of the conditions of sale, the purchaser shall forfeit, for the benefit of the Execution Creditor, the deposit referred to in (d) above, without prejudice to any claim against him for damages, alternatively the Execution Creditor shall be entitled to enforce the sale.

Dated at Benoni on this the 24th day of January 1995.

Neil Stuart Jury, Ground Floor, Mutual & Federal Centre, 87 Elston Avenue, Benoni. (Tel. 422-1963/4/5.) (Ref. N. S. Jury/N57.)

Case 199/94

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

In the matter between **NBS Bank Limited**, Plaintiff, and **Enoch Nkuna**, First Defendant, and **Joyce Sibamba**, Second Defendant

In pursuance of a judgment in the Court of the Magistrate of Benoni and writ of execution dated 31 January 1994, the property listed hereunder will be sold in execution, on Wednesday, 1 March 1995 at 11:00, in front of the Magistrate's Court, Harpur Avenue, Benoni, to the highest bidder:

All the right, title and interest in the leasehold in respect of Erf 5890, Etwatwa Extension 3 Township, Registration Division IR, Transvaal, measuring 264 (two hundred and sixty-four) square metres, known as Erf 5890, Etwatwa Extension 3, Daveyton, Benoni.

The property is zoned Residential in terms of the relevant Town-planning scheme.

No warranty or undertaking is given in relation to the nature of the improvements, which are described as follows: Single-storey dwelling, brick and plaster, lounge, kitchen, two bedrooms, bathroom and wire fencing.

The material conditions of sale are:

- (a) The sale will be held by public auction and without reserve and will be voetstoots.
- (b) Immediately after the sale, the purchaser shall sign the conditions of sale which can be inspected at the Sheriff's Office, 84 Princes Avenue, Benoni.
- (c) The purchaser shall pay all amounts necessary to obtain transfer of the property, including all costs of transfer, transfer duty, rates, taxes, licences, sanitary fees, interest and Value-Added Tax.
- (d) The purchase price shall be paid as to a deposit of 10% (ten per centum) thereof or if the purchase price is less than R10 000 then the total purchase price, together with the auction charges of the Sheriff of the Magistrate's Court being 4% (four per centum) of the sale price, and Value-Added Tax, both immediately after the sale, in cash or by bank-guaranteed cheque, and the unpaid balance of the purchase price together with interest at 16% (sixteen per centum) per annum on the preference creditors' claim as contemplated in Rule 43 (7) (a) of the Rules of Court from the date of sale to date of payment to be paid or secured by a bank or building society guarantee within 14 (fourteen) days from the date of sale.
- (e) The property shall be sold subject to any existing tenancy.
- (f) Failing compliance with the provisions of the conditions of sale, the purchaser shall forfeit, for the benefit of the Execution Creditor, the deposit referred to in (d) above, without prejudice to any claim against him for damages, alternatively the Execution Creditor shall be entitled to enforce the sale.

Dated at Benoni on this the 24th day of January 1995.

Neil Stuart Jury, Ground Floor, Mutual & Federal Centre, 87 Elston Avenue, Benoni. (Tel. 422-1963/4/5.) (Ref. N. S. Jury/N57.)

Case 13635/94
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 **Marè, Frederik Roedolf**, 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 2 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, Benoni, 49 Kemston Avenue, Benoni, prior to the sale:

Certain: Erf 4181, situated in the Township of Northmead Extension 1, Registration Division IR, Transvaal, being 5 Sunderland Street, Northmead Extension 1, Benoni.

Measuring: 993 (nine 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, family room, study, three bedrooms, bathroom with enclosed verandah with outbuildings with similar construction comprising of double 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 14 (fourteen) days from the date of sale.

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

Dated at Johannesburg on this 25th 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 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/fp/M862.)

Case 28209/94
PH 396

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

In the matter between **ABSA Bank Limited**, trading as Allied Bank, Execution Creditor, and **Venter, Hendrik Jacobus**, Execution Debtor

Be pleased to take notice that on Thursday, 2 March 1995 at 10:00, the undermentioned property will be sold in execution at the offices of the Sheriff of the Supreme Court, 131 Marshall Street, Johannesburg:

Certain Section 19, Reynard Hall, Johannesburg Local Authority, measuring 69 square metres, situated at 207 Reynard Hall, Goldreich Street, Hillbrow.

Buildings and improvements: A sectional title unit consisting of lounge, dining-room, bedroom, kitchen and bathroom with toilet.

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

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

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

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

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

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

W. B. J. Zwegers, for Van de Venter, Meiring Inc., Attorneys for Plaintiff, Suite 705, Seventh Floor, Carlton Office Tower, Commissioner Street, Johannesburg. Docex 2, Randburg. [Tel. (011) 886-0500.] (Ref. S. Pitchers/Z16457.)

Saak 28209/94
PH 396

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Witwatersrandse Plaaslike Afdeling)

In die saak tussen **ABSA Bank Limited**, handeldrywende as Allied Bank, Eiser, en **Venter, Hendrik Jacobus**, Verweerder

'n Verkoping sonder voorbehoud sal gehou word by die kantore van die Balju vir die Hooggeregshof, te Marshallstraat 131, Johannesburg, op Donderdag, 2 Maart 1995 om 10:00, van die ondergenoemde eiendom op voorwaardes wat geïnspekteer mag word by die kantore van die Balju, Marshallstraat 131, Johannesburg, voor die verkoping:

Deeltitel 19, Reynard Hall, Johannesburgse Plaaslike Owerheid, waarvan die grootte 69 vierkante meter is, gehou deur die Verweerder kragtens Akte van Transport ST4623/1983, synde Deeltitel 19, Reynard Hall, Goldreichstraat, Hillbrow, Johannesburg.

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

Geboue en verbeterings: Sitkamer, eetkamer, slaapkamer, kombuis en badkamer met toilet.

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

Gedateer te Johannesburg hierdie 23ste dag van Januarie 1995.

W. B. J. Zwegers, vir Van de Venter, Meiring Ing., Eiser se Prokureurs, Suite 705, Sewende Verdieping, Carlton Office Tower, Commissionerstraat 145, Johannesburg. [Tel. (011) 886-0500.] (Verw. S. Pitchers/Z16457.)

Saak 27799/94
PH 396

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Witwatersrandse Plaaslike Afdeling)

In die saak tussen **ABSA Bank Limited**, handeldrywende as United Bank, Eiser, en **Wright, Christopher Lawrence**, Verweerder

'n Verkoping sonder voorbehoud sal gehou word by die kantore van die Balju, te Marshallstraat 131, Johannesburg, op Donderdag, 2 Maart 1995 om 10:00, van die ondergenoemde eiendom op voorwaardes wat geïnspekteer mag word by die kantore van die Balju, Marshallstraat 131, Johannesburg, voor die verkoping:

Erf 1078, Kensington-dorpsgebied, Registrasieafdeling IR, Transvaal, waarvan die grootte 495 vierkante meter is, gehou deur die Verweerder kragtens Akte van Transport T3236/1981, synde Highlandsveg 46, Kensington, Johannesburg.

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

Geboue en verbeterings: Ingangsportaal, sitkamer, eetkamer, familiekamer, drie slaapkamers, twee badkamers, twee aparte toilette en stort, kombuis en opwaskamer. Buitegeboue: Motorhuis, bediendekamer, stoorkamer, bediendetoilet en stort en studeerkamer.

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

Gedateer te Johannesburg hierdie 23ste dag van Januarie 1995.

W. B. J. Zwegers, vir Van de Venter, Meiring Ing., Eiser se Prokureurs, Suite 705, Sewende Verdieping, Carlton Office Tower, Commissionerstraat 145, Johannesburg. [Tel. (011) 886-0500.] (Verw. S. Pitchers/Z16424.)

Case 29590/94
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 **Mvanana, Linda Estelle**, 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 2 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, Benoni, 49 Kemston Avenue, Benoni, prior to the sale:

Certain: All right, title and interest in and to the leasehold in respect of Erf 8671, situated in the Township of Daveyton Extension 2, Registration Division IR, Transvaal, being 71126 Mayekiso Crescent, Daveyton Extension 2, Benoni, measuring 490 (four hundred and ninety) 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, three bedrooms, bathroom and separate toilet with outbuildings with similar construction comprising garage.

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 25th 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/M955.)

Case 27799/94
PH 396IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited**, trading as United Bank, Execution Creditor, and **Wright, Christopher Lawrence**, Execution Debtor

Be pleased to take notice that on Thursday, 2 March 1995 at 10:00, the undermentioned property will be sold in execution at the offices of the Sheriff of the Supreme Court, 131 Marshall Street, Johannesburg:

Certain Erf 1078, Kensington Township, Registration Division IR, Transvaal, measuring 495 (four hundred and ninety-five) square metres, situated at 46 Highlands Road, Kensington.

Buildings and improvements: A dwelling consisting of entrance hall, lounge, dining-room, family room, three bedrooms, two bathrooms, two separate toilets and shower, kitchen and laundry. Outbuildings consist of garage, servant's room, store-room, servant's toilet and shower and study.

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

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

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

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

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

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

W. B. J. Zwiegers, for Van de Venter, Meiring Inc., Attorneys for Plaintiff, Suite 705, Seventh Floor, Carlton Office Tower, Commissioner Street, Johannesburg. Docex 2, Randburg. [Tel. (011) 886-0500.] (Ref. S. Pitchers/Z16424.)

Case 27794/94
PH 396IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited**, trading as United Bank, Execution Creditor, and The Trustees for the time being of the **J I B R Family Trust**, First Execution Debtor, and **Queijo, Jose Antonio**, Second Execution Debtor

Be pleased to take notice that on Thursday, 2 March 1995 at 10:00, the undermentioned property will be sold in execution at the offices of the Sheriff of the Supreme Court, 131 Marshall Street, Johannesburg:

Certain Portion 1 of Erf 299, Troyeville Township, Registration Division IR, Transvaal, measuring 372 square metres, situated at 28 Bezuidenhout Road, Troyeville, Johannesburg.

Buildings and improvements: Two flats consisting of one bedroom each. Three shops and office. *Outbuildings:* Four toilets and washroom.

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

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

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

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

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

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

W. B. J. Zwiegers, for Van de Venter, Meiring Inc., Attorneys for Plaintiff, Suite 705, Seventh Floor, Carlton Office Tower, Commissioner Street, Johannesburg. Docex 2, Randburg. [Tel. (011) 886-0500.] (Ref. S. Pitchers/Z16428.)

Saak 27794/94
PH 396

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

In die saak tussen **ABSA Bank Limited**, handeldrywende as United Bank, Eiser, en The Trustees tot tyd en wyl **J I B R Family Trust**, Eerste Verweerder, en **Queljo, Jose Antonio**, Tweede Verweerder

'n Verkoop sonder voorbehoud sal gehou word by die kantore van die Balju vir die Hooggeregshof te Marshallstraat 131, Johannesburg, op Donderdag, 2 Maart 1995 om 10:00, van die ondergenoemde eiendom op voorwaardes wat geïnspekteer mag word by die kantore van die Balju, Marshallstraat 131, Johannesburg, voor die verkoping:

Gedeelte 1 van Erf 299, Troyeville-dorpsgebied, Registrasieafdeling IR, Transvaal, waarvan die grootte 372 vierkante meter is, gehou deur die Verweerder kragtens Akte van Transport T47680/1987, synde Bezuidenhoutweg 28, Troyeville, Johannesburg.

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

Geboue en verbeterings: Twee woonstelle met een slaapkamer elk. Drie winkels en kantoor. *Buitegeboue:* Vier toilette en waskamer.

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

Gedateer te Johannesburg hierdie 23ste dag van Januarie 1995.

W. B. J. Zwiegers, vir Van de Venter, Meiring Ing., Eiser se Prokureurs, Suite 705, Sewende Verdieping, Carlton Office Tower, Commissionerstraat 145, Johannesburg. [Tel. (011) 886-0500.] (Ref. S. Pitchers/Z16428.)

Saak 1834/94

IN DIE LANDDROSHOF VIR DIE DISTRIK OBERHOLZER GEHOU TE OBERHOLZER

In die saak tussen **Khayaletu Home Loans**, Eiser, en **Sophia Mmamothepana Ratshomo**, Verweerder

Ingevolge 'n vonnis in bogemelde saak in die Landdroshof Oberholzer, en 'n lasbrief vir eksekusie gedateer 6 Oktober 1994, sal die ondergemelde eiendom per geregtelike veiling verkoop word te die Landdroskantoor, Van Zyl Smitstraat, Oberholzer, op Vrydag, 10 Maart 1995 om 10:00:

Erf 4130, Khutsong, Registrasieafdeling IQ, Transvaal, groot 264 vierkante meter, gehou kragtens Akte van Transport van Huurpag TL74198/91.

Bestaande uit twee slaapkamers, sitkamer, eetkamer, kombuis, badkamer en toilet.

S. W. Roeland, vir Oosthuizen & Roeland, Eggo Janstraat 64, Posbus 6280, Oberholzer, 2502.

Saak 1834/94

IN DIE LANDDROSHOF VIR DIE DISTRIK OBERHOLZER GEHOU TE OBERHOLZER

In die saak tussen **Khayaletu Home Loans**, Eiser, en **S. M. Ratshomo**, Verweerder

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

Erf 4130, Khutsong, Registrasieafdeling IQ, Transvaal, tesame met verbeteringe of geboue daarop geleë in die Khutsong-dorpsgebied, grootte 264 vierkante meter.

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

Die wesentlike voorwaardes van verkoop is:

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

Gedateer te Oberholzer hierdie 24ste dag van Januarie 1995.

Oosthuizen & Roeland, Eggo Janstraat 64, Posbus 6280, Oberholzer, 2502.

Saak 4032/93

IN DIE LANDDROSHOF VIR DIE DISTRIK OBERHOLZER GEHOU TE OBERHOLZER

In die saak tussen **Staalbeer (Edms.) Beperk**, Eiser, en **B. H. Scott**, Verweerder

Ingevolge 'n vonnis in bogemelde saak in die Landdroshof Oberholzer, en 'n lasbrief vir eksekusie gedateer 3 Januarie 1995, sal die ondergemelde eiendom per geregtelike veiling verkoop word te die Landdroskantoor, Van Zyl Smitstraat, Oberholzer, op Vrydag, 3 Maart 1995 om 10:00:

Erf 3458, Carletonville-uitbreiding 8, groot 991 vierkante meter, gehou kragtens Akte van Transport T66982/1988.

Sinkdakwoonhuis bestaande uit kombuis, eetkamer, sitkamer, drie slaapkamers, badkamer en motorhuis.

Die belangrikste voorwaarde vir verkoop is:

1. Die eiendom sal deur die Balju van die Landdroshof van Oberholzer aan die hoogste bieder verkoop word.
2. Die koper moet 10% (tien per centum) van die koopprijs in kontant betaal op die dag van die verkoping aan die Balju van die Landdroshof van Oberholzer. Die balans van die koopsom moet gewaarborg word deur 'n bank of bouvereniging, betaalbaar by registrasie van die eiendom in naam van die koper, welke gemelde waarborg gelewer word aan die Balju van die Landdroshof, Oberholzer.

3. Die aanbod (kapitale bedrag) sal nie die bedrag belasting op toegevoegde waarde insluit nie, maar sal betaalbaar wees deur die koper op die bedrag aangebied, welke bedrae tesame met die koopprijs daarstel, indien die koper 'n vendor is.

Die verdere voorwaardes van verkoop sal ter insae lê by die kantore van die Balju, Oberholzer, asook by die kantore van die Eiser se prokureurs.

Aldus gedoen en geteken te Oberholzer op hede die 23ste dag van Januarie 1995.

Oosthuizen & Roeland, Eggo Janstraat 64, Oberholzer, 2502. (Verw. mnr. Roeland/mf.)

Saak 8811/94

IN DIE LANDDROSHOF VIR DIE DISTRIK ROODEPOORT GEHOU TE ROODEPOORT

In die saak tussen **Groter Johannesburg Metropolitaanse Oorgangsraad** (voorheen Stadsraad van Roodepoort), Eiser, en **Sharmain Jansen van Vuuren**, Verweerder

Die volgende eiendom sal in hierdie saak in eksekusie verkoop word by die verkoopslokaal van die Balju te Progresslaan 182, Technikon, Roodepoort, op Vrydag, 3 Maart 1995 om 10:00:

Erf 2789, Witpoortjie-uitbreiding 10-dorpsgebied, Registrasieafdeling IQ, Transvaal, geleë te Lichtensteinstraat 61, Witpoortjie-uitbreiding 10, distrik Roodepoort.

Bestaande uit 'n standplaas waarop opgerig is 'n woonhuis onder teëldak met staalvensters, gepleisterde mure en beton-omheining. Die huis bestaande uit sitkamer, eetkamer, badkamer, drie slaapkamers, gang, kombuis en enkelmotorhuis.

Die volledige verkoopvoorwaardes kan by die Balju gedurende kantoorure nagegaan word en bepaal onder andere dat die eiendom voetstoots verkoop word, dat 10% (tien persent) van die koopprijs asook afslaerskommissie betaalbaar is in kontant onmiddellik na die verkoping en dat die saldo koopprijs betaalbaar een registrasie van transport verseker moet word binne 14 dae daarna.

Louw & Heyl, Prokureur vir Eiser, Derde Verdieping, Sanlamgebou, hoek van Van Wyk- en Joubertstraat, Roodepoort. (Tel. 763-2121/763-6111.)

Case 185/92

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

In the matter between **Jan Mohlala**, Execution Creditor, and **Joakie Mhimbere**, Execution Debtor

In pursuance to a judgment of the Magistrate's Court of Namakgale dated 14 September 1993, and warrant of execution, the goods listed hereunder will be sold in execution on 21 March 1995, in front of the Magistrate's Court, Namakgale:

Erf 795A, Namakgale, in the District of Namakgale, consisting of stand, lounge, two bedrooms, bathroom and toilet with all improvements.

Held under deed of transfer.

Dated at Pretoria on the 7th day of December 1994.

Tholi Vilakazi & Associates, Attorneys for Execution Creditor, 207 Maraba Centre, Mogul Street, Asiatic Bazaar, Pretoria. (Ref. Mr Nkuna/NW6161/gvm.)

Case 5569/93

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

In the matter between **Town Council of Brakpan**, Plaintiff, and **A. H. Neethling**, Defendant

In pursuance of a judgment in the Court of the Magistrate's of Brakpan, and writ of execution dated 19 September 1994, the property listed hereunder will be sold in execution on 3 March 1995 at 11:00, at the premises of the Sheriff of the Court, 439 Prince George Avenue, Brakpan, 1540, to the highest bidder:

Certain Erf 1317, Leachville, Registration Division IR, Transvaal, held by Deed of Transfer T18865/1986, measuring 738 (seven hundred and thirty-eight) square metres, held by Deed of Transfer T18865/1986.

The property is defined as a Residential stand, situated at 8 Winterberg Street, Leachville, Brakpan.

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

Main building: Lounge, main bedroom plus one, one and a half bathroom and kitchen.

Other: Wall to wall carpets.

Outbuildings: Garage, servant's room plus toilet.

Fence: Precast.

Building construction: Walls: Plastered bricks.

Roof: Tiles.

The material conditions of sale are:

(a) The sale will be held by public auction and without reserve and will be voetstoots.

(b) Immediately after the sale the purchaser shall sign the conditions of sale, which can be inspected at the Sheriff of the Court's Office.

(c) The purchaser shall pay all amounts necessary to obtain transfer of the property, including all costs of transfer, transfer duty, rates, taxes, licences, sanitary fees, interest, etc.

(d) The purchase price shall be paid as to 10% (ten per cent) thereof or R500 (five hundred rand) whichever is the greater on the day of the sale and the Judgment Creditor's claim at the rate specified in the full conditions of sale to date of payment, within 14 (fourteen) days to be paid or secured by a bank or building society guarantee.

(e) The property shall be sold subject to any existing tenancy.

(f) Failing compliance with the provisions of the conditions of sale, the purchaser shall forfeit for the benefit of the Execution Creditor the deposit referred to in (d) above, without prejudice to any claim against him for damages.

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

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

Trollip Cowling & Janeke, First Floor, Market Building, 610 Voortrekker Road, P.O. Box 38, Brakpan. (Tel. 744-3924.) (Ref. Mr Janeke/AH/1317 Leachville.)

Case 30937/94

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 **Louw, Charles Eric Johannes Richard**, First Execution Debtor and **Louw, Nicolette Joanne**, Second Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office, Roodepoort, on 3 March 1995 at 10:00, of the undermentioned property of the Defendants on the conditions which will lie for inspection at the Sheriff for Roodepoort's Office, 182 Progress Road, Technicon, Roodepoort, prior to the sale:

Certain Remaining Extent of Erf 762, situated in the Township of Roodepoort North, Registration Division IQ, Transvaal, being 2 Third Street, Roodepoort North, measuring 892 (eight hundred and ninety-two) square metres.

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

Terms: 10% (ten per centum) of the purchase price in cash on the day of sale, the balance payable against registration of transfer, to be secured by a bank, building society or other acceptable guarantee to be furnished within fourteen (14) days from 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 25th 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/L276.)

Case 2272/93
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 **Storbeck, Fred**, First Execution Debtor, and **Storbeck, Elizabeth Wilhelmina Chatorina**, 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 in front of the Magistrate's Court, Pollock Street, Randfontein, on 3 March 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 Holding 38 situated in the Township of Randfontein South Agricultural Holdings, Registration Division IQ, Transvaal, being 38 First Avenue, Randfontein South Agricultural Holdings, Randfontein, measuring 2,0234 (two comma nought two three 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 metal roof, comprising kitchen, lounge/dining-room, family room, scullery, three bedrooms, bathroom with outbuildings with similar construction comprising a garage, two servants' rooms, toilet, laundry, store-room and swimming-pool.

Terms: 10% (ten per centum) of the purchase price in cash on the day of sale, the balance payable against registration of transfer, to be secured by a bank, building society or other acceptable guarantee to be furnished within fourteen (14) days from 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 26th 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/S377.)

Case 10858/94

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 **Christopher Joas Hlekane**, First Defendant, and **Pumza Nokonwaba Hlekane**, Second Defendant

In pursuance of a judgment in the Court for the Magistrate of Boksburg, on 11 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 2219, Sunward Park Extension 5 Township, Registration Division IR, Transvaal, situated on 21 Apollo Road, Sunward Park Extension 5, in the Township of Sunward Park Extension 5, District of Boksburg, measuring 837 (eight hundred and thirty-seven) square metres.

The following improvements are reported to be on the property, but nothing is guaranteed: Face brick, tiled roof residence comprising combined lounge, dining-room, three bedrooms, two bathrooms, two toilets and kitchen. Two garages, patio and braai. **Boundary:** Brick and concrete walls.

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

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

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

Hammond Pole & Dixon, Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 917-4631.) (Ref. N00249/Mrs Kok.)

Case 3480/93

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

In the matter between **Nedcor Bank Limited** (Reg. No. 51/0009/06), Perm Division, Plaintiff, and **Dimakatso Monica Hlongwane**, First Defendant

In pursuance of a judgment in the Court for the Magistrate of Boksburg, on 15 June 1993 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 901, Vosloorus Township, Boksburg, situated on 901 Kubeka Street, Vosloorus, in the Township of Vosloorus, District of Boksburg, measuring 263 (two hundred and sixty-three) square metres.

The following improvements are reported to be on the property, but nothing is guaranteed: Brick under asbestos roof residence comprising lounge, kitchen, two bedrooms and two store-rooms.

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

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

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

Hammond Pole & Dixon, Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 917-4631.) (Ref. P00058/Mrs. Kok.)

Case 9610/94
PH 388

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Van Gruening: Willem Andre**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of the Sheriff of the Supreme Court, 50 Edward Avenue, Westonaria on Friday, 3 March 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 638, Westonaria Township, Registration Division IQ, Transvaal.

Area: 972 (nine hundred and seventy-two) square metres.

Situation: 5 Gibson Street, Westonaria, 1780.

Improvements (not guaranteed): A house under iron roof consisting of three bedrooms, bathroom, kitchen, lounge, dining-room, garage 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 of R200.

Dated at Johannesburg on the 25th 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. ForeclosuresZ365).

Case 10953/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Makupula: Delpont Bonisile**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of the Sheriff of the Supreme Court, 50 Edward Avenue, Westonaria, on Friday, 3 March 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 2728, Bekkersdal Township, Registration Division IQ, Transvaal.

Area: 300 (three hundred) square metres.

Situation: 2728 Bekkersdal Township.

Improvements (not guaranteed): A house under asbestos roof consisting of two bedrooms, bathroom, kitchen, lounge with wire fence 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 of R200.

Dated at Johannesburg on the 25th 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. ForeclosuresZ221).

Case 727/90

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Phusukubona Allison Gabela**, First Defendant, and
Nontsomi Gladys Gabela, Second Defendant

On 3 March 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 47, Vosloorus Extension 3, Registration Division IR, Transvaal, situated at 47 Vosloorus Extension 3, Boksburg.

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 26th day of January 1995.

Tuckers, Permanent Building, Commissioner Street, Boksburg. (Ref. Mrs L. Pinheiro/H01189.)

Case 29497/94
PH 196

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **NBS Bank Limited**, Plaintiff, and **Dimba: Jaconia**, First Defendant, and **Dimba: Selina Sebongile**,
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 sale-rooms of the Sheriff, 182 Progress Road, Technikon, Roodepoort, on 3 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, Roodepoort, 182 Progress Road, Technikon, Roodepoort, prior to the sale:

Erf 8926, in the Township of Dobsonville Extension 3, Registration Division IQ, Transvaal, in extent 468 (four hundred and sixty-eight) square metres, situated at 8926 Dobsonville Extension 3.

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

Residence: Single-storey dwelling, detached, built of bricks and painted plaster and under pitched tiled roof. *Floors:* Fitted carpets and vinyl tiles, comprising lounge, dining-room, kitchen, three bedrooms, bathroom and w.c. *Outbuildings:* Boundary fencing.

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

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

Melman & McCarthy, Plaintiff's Attorneys, Suite 301, His Majesty's Building, Joubert Street, Johannesburg. (Tel. 838-4731.)
(Ref. D. McCarthy/J. Soma/MN6250.)

Case 1850/90

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Raymond Dlamini**, First Defendant, and **Popi Ellen Dlamini**,
Second Defendant

On 3 March 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 17347, Vosloorus Extension 25, Registration Division IR, Transvaal, situated at 17347 Vosloorus Extension 25, 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 the 26th day of January 1995.

Tuckers, Permanent Building, Commissioner Street, Boksburg. (Ref. Mrs L. Pinheiro/H01999.)

Case 11338/92

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Emily Ntombiyokwenzani Nhlapho**, Defendant

On 3 March 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 1030, Vosloorus Extension 3, Registration Division IR, Transvaal, situated at 1030 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 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 the 26th day of January 1995.

Tuckers, Permanent Building, Commissioner Street, Boksburg. (Ref. Mrs L. Pinheiro/H687.)

Case 25071/92

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **The Standard Bank of S.A. Ltd**, Execution Creditor, and **Di Bartolomeo, Antonio Gioncarlo**, 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 2 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, Benoni, 49 Kemston Avenue, Benoni, prior to the sale.:

Certain Erf 1059, situated in the Township of Crystal Park Extension 1, Registration Division IR, Transvaal, being 8 Mynbou Street, Crystal Park Extension 1, Benoni, measuring 800 (eight hundred) square metres.

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

A detached single storey brick built residence with tiled roof, comprising kitchen, lounge/dining-room, three bedrooms, bathroom with outbuildings with similar construction comprising of 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 25th 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/D.168.)

Saak 1274/94

IN DIE LANDDROSHOF VIR DIE DISTRIK VEREENIGING GEHOU TE MEYERTON

In die saak tussen **D. M. du Koker**, Eiser, en **B. H. du Koker**, Verweerder

Ten uitvoerlegging van die vonnis hierin toegestaan en die daaropvolgende kennisgewing van beslaglegging, gedateer 29 Desember 1994, sal die onderstaande eiendom verkoop word op 23 Februarie 1995 om 10:00, by die kantore van die Balju, te Meyerton, te Lochstraat 51.

Die volgende onroerende eiendom sal te koop aangebied word:

Een-sesde aandeel in en tot die eiendom bekend as Erf 105, Kliprivier, ook bekend as Verwoerdweg 183, Meyerton, Registrasieafdeling IQ, Transvaal, groot 1,6271 (een komma ses twee sewe een) hektaar.

Die eiendom bestaan uit die volgende, maar sonder om enige waarborge daartoe te gee: Sitkamer, twee slaapkamers, sinkdak, studeerkamer, buitekamer, eetkamer, enkelgeriewe, draadomheining en opwaskamer.

Verkoopvoorwaardes:

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

2. Die koopprys sal betaalbaar wees as volg:

(a) 10% (tien persent) van die koopprys in kontant op die dag van verkoping of deur middel van 'n erkende bank- of bougenootskapswaarborg gelewer op die dag van die verkoping.

(b) die balans, tesame met rente daarop betaalbaar bereken teen 15,25% per jaar vanaf datum van verkoping tot en met datum van registrasie van transport van eiendom in die naam van die koper, betaalbaar is in kontant binne 14 (veertien) dae vanaf datum van verkoping deur middel van 'n erkende bank- of bougenootskapswaarborg, gelewer te word binne 14 (veertien) dae na die dag van verkoping en welke waarborg, vry van kommissie aan die Geregsbode te Meyerton, betaalbaar moet wees teen registrasie van transport van die eiendom in die naam van die koper.

3. Die volledige verkoopvoorwaardes lê ter insae by die Balju te Meyerton, en by die Eiser se prokureur en sal deur die afslaers voor die verkoping uitgelees word.

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

5. Die eiendom sal verkoop word onderhewig aan enige huidige huurtermyn.

Geteken te Meyerton op hede die 6de dag van Januarie 1995.

Gerrie Odendaal, Prokureur vir Eiser, Lochstraat 17A, Posbus 566, Meyerton, 1960. (Verw. G. H. Odendaal/mb.)

Case 27953/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Froggy Jerry Nkoane**, First Defendant, and **Nomazilo Cecilia Nkoane**, Second Defendant

Notice is hereby given that on 3 March 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 15 November 1994, namely:

Certain right of leasehold in respect of Erf 3236, Duduza, Registration Division IR, Transvaal, situated at 3236 Makoa Street, Duduza, Nigel.

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

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

Dated at Nigel on this 30th day of January 1995.

Tuckers, Second Floor, Permanent Building, 312 Commissioner Street, Boksburg. (Ref. Mrs L. Pinheiro/H01834.)

Case 4137/91

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 **Thomas Maseko**, First Defendant, and **Masesi Rebecca Maseko**, Second Defendant

In pursuance of a judgment of a judgment in the Court for the Magistrate of Boksburg, on 29 May 1991, and writ of execution issued pursuant thereto, the property listed hereunder will be sold in execution on 10 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 413, Vosloorus Extension 8 Township, situated on 413 Vosloorus Extension 8, in the Township of Vosloorus Extension 8, District of Boksburg, measuring 347 (three hundred and forty-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 dining-room, two bedrooms, kitchen and a bathroom with a w.c.

The conditions of sale:

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

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

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

Hammond Pole & Dixon, Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 917-4631.) (Ref. AF0925/Mrs Teixeira.)

Case 8429/94**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF BENONI HELD AT BENONI**

In the matter between **ABSA Bank Limited** (Allied Bank Division) (Reg. No. 86/04794/06), Plaintiff, and **Nuku George Masiya**, First Defendant, and **Semakaleng Hadas Masiya**, Second Defendant

In pursuance of a judgment in the Court for the Magistrate of Benoni, on 24 November 1994, and writ of execution issued pursuant thereto, the property listed hereunder will be sold in execution on 15 March 1995 at 11:00, in front of the Magistrate's Court, Harpur Avenue, Benoni, to the highest bidder:

Certain all the right, title and interest in the leasehold in respect of Lot 6184, Etwatwa Extension 3 Township, situated on 6184 Etwatwa Extension 3, in the Township of Daveyton, District of Benoni, measuring 247 (two hundred and forty-seven) square metres.

The following improvements are reported to be on the property, but nothing is guaranteed: Building built of brick and plaster, tiled roof, comprising of a lounge, two 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 centum) and the balance against transfer.

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

Dated at Boksburg on this 27th day of January 1995.

Hammond Pole & Dixon, Attorney for Plaintiff, Second Floor, Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 917-4631.) [Ref. Mrs Teixeira/A00432 (A432).]

Case 6979/94**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF BENONI HELD AT BENONI**

In the matter between **ABSA Bank Limited** (Allied Bank Division) (Reg. No. 86/04794/06), Plaintiff, and **Pakiso Isaac Chitja**, First Defendant, and **Matabane Maria Chitja**, Second Defendant

In pursuance of a judgment in the Court for the Magistrate of Benoni, on 19 September 1994, and writ of execution issued pursuant thereto the property listed hereunder will be sold in execution on 15 March 1995 at 11:00, in front of the Magistrate's Court, Harpur Avenue, Benoni, to the highest bidder:

Certain all the right, title and interest in the leasehold in respect of Erf 685, Etwatwa Township, situated on 20685 Etwatwa Location, in the Township of Daveyton, District of Benoni, measuring 361 (three hundred and sixty-one) square metres.

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

Building built of brick and plaster, tiled roof, comprising lounge, dining-room, three bedrooms, bathroom, w.c., kitchen, 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, Benoni.

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

Hammond Pole & Dixon, Attorneys for Plaintiff, Second Floor, Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 917-4631.) [Ref. Mrs Teixeira/A00286 (A286).]

Case 8072/94**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF BENONI HELD AT BENONI**

In the matter between **ABSA Bank Limited** (United Bank Division) (Reg. No. 86/04794/06), Plaintiff, and **Hermanus de Witt**, First Defendant, and **Glory Arlene de Witt**, Second Defendant

In pursuance of a judgment in the Court for the Magistrate of Benoni, on 17 November 1994, and writ of execution issued pursuant thereto, the property listed hereunder will be sold in execution on 15 March 1995 at 11:00, in front of the Magistrate's Court, Harpur Avenue, Benoni, to the highest bidder:

Certain Erf 218, Rynfield Township, situated on 91 Pretoria Road, in the Township of Rynfield, District of Benoni, measuring 1 972 (one thousand nine hundred and seventy-two) square metres.

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

Building built of brick and plaster, tiled roof, comprising entrance hall, lounge, dining-room, three bedrooms, bathroom, w.c., kitchen, servant's room and granny flat consisting of lounge, dining-room, bedroom, kitchen and 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, Benoni.

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

Hammond Pole & Dixon, Attorneys for Plaintiff, Second Floor, Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 917-4631.) [Ref. Mrs Teixeira/U00326 (UB326).]

Case 3325/94

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

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

In pursuance of a judgment in the Court for the Magistrate of Benoni, on 2 June 1994 and writ of execution issued pursuant thereto the property listed hereunder will be sold in execution on 15 March 1995 at 11:00, in front of the Magistrate's Court, Harpur Avenue, Benoni, to the highest bidder:

Certain Erf 196, Brentwood Extension 1 Township, situated on 65 Swellendam Street, in the Township of Brentwood Park, District of Benoni, measuring 1 001 (one thousand and one) square metres.

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

Building built of brick and plaster, tiled roof, comprising lounge, dining-room, kitchen, three bedrooms, two bathrooms, w.c. ad single garage.

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

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

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

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

Case 5954/92

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

In the matter between **ABSA Bank**, a division of ABSA Bank Ltd (Reg. No. 86/04794/06), Plaintiff, and
Mabeletse William Kotelo, First Defendant, and **Freadah Seesi Kotelo**, Second Defendant

In pursuance of a judgment in the Court for the Magistrate of Boksburg, on 8 October 1992, and writ of execution issued pursuant thereto, the property listed hereunder will be sold in execution on 10 March 1995 at 11:15, at the office of the Sheriff, 182 Leeupoort Street, Boksburg, to the highest bidder:

Certain all the right, title and interest in the leasehold in resect of Erf 13201, Vosloorus Extension 22 Township, situated on 13201, Vosloorus Extension 22, in the Township of Vosloorus Extension 22, District of Boksburg, measuring 380 (three hundred and eighty) 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, bathroom with w.c. and two bedrooms.

The conditions of sale: The purchase price will be payable as to a deposit in cash of 10% (ten per 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 27th day of January 1995.

Hammond Pole & Dixon, Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 917-4631.) (Ref. A607OF/Mrs Teixeira.)

Case 685/94

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

In the matter between **Lydenburg Town Council**, Judgment Creditor, and **J. S. Malan**, Judgment Debtor

In pursuance of a judgment in the Court of the Magistrate dated 5 August 1994 and writ of Execution the following properties will be sold in execution, on Wednesday, 8 March 1995 at 08:00, in front of the Magistrate's Court, Voortrekker Street, Lydenburg, to the highest bidder:

Erf 556, Lydenburg, Registration Division JT, Transvaal, measuring 2 855 (two eight five five) square metres, situated at 4 Minnaar Street, Lydenburg, held under Deed of Transfer T34795/1978.

Property description: Vacant stand.

Erf 557, Lydenburg, Registration Division JT, Transvaal, measuring 2 855 (two eight five five) square metres, situated at 8 Minnaar Street, Lydenburg, held under Deed of Transfer T34795/1978.

Property description: Vacant stand.

Erf 558, Lydenburg, Registration Division JT, Transvaal, measuring 2 855 (two eight five five) square metres, situated at 12 Minnaar Street, Lydenburg, held under Deed of Transfer T34795/1978.

Property description: Vacant stand.

Erf 559, Lydenburg, Registration Division JT, Transvaal, measuring 2 855 (two eight five five) square metres, situated at 69 Schoeman Street, Lydenburg, held under Deed of Transfer T34795/1978.

Property description: Vacant stand.

The sale is subject to the following important conditions:

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

2. 10% (ten per centum) of the purchase price to be paid in cash to the Sheriff on the day of the sale and the balance plus interest against registration of the transfer to be secured by an approved bank or building society guarantee within 14 (fourteen) days.

3. The auctioneer charges, payable on the day of sale to be calculated as follows: 4% (four per centum) of the proceeds of the sale with a minimum charges of R10 (ten rand).

4. The sale is further subject to the conditions of sale which may be inspected during office hours at the office of the Sheriff, 26 Voortrekker Street, Lydenburg and at the offices of the Plaintiff's attorneys.

Dated at Lydenburg this 27th day of January 1995.

J. J. Steenekamp, Attorneys for Plaintiff, Lexnumeri Building, 46 Kerk Street, P.O. Box 237, Lydenburg, 1120. [Tel. (01323) 2175.] (Ref. IA1409.)

Saak 685/94

IN DIE LANDDROSHOF VIR DIE DISTRIK LYDENBURG GEHOU TE LYDENBURG

In die saak tussen **Die Stadsraad van Lydenburg**, Eksekusieskuldeiser, en **J. S. Malan**, Eksekusieskuldenaar

Ingevolge 'n vonnis van die Landdroshof Lydenburg gedageer 5 Augustus 1994 en 'n lasbrief vir eksekusie sal die onderstaande eiendomme verkoop word in eksekusie op Woensdag, 8 Maart 1995 om 08:00, by die Landdroskantoor, Voortrekkerstraat, Lydenburg, aan die hoogste bieder:

Erf 556, geleë in die dorpsgebied Lydenburg, Registrasieafdeling JT, Transvaal, groot 2 855 (twee agt vyf vyf) vierkante meter met straatadres Minnaarstraat 4, Lydenburg, gehou kragtens Akte van Transport T34795/1978.

Beskrywing: Leë erf.

Erf 557, geleë in die dorpsgebied Lydenburg, Registrasieafdeling JT, Transvaal, groot 2 855 (twee agt vyf vyf) vierkante meter met straatadres Minnaarstraat 8, Lydenburg, gehou kragtens Akte van Transport T34795/1978.

Beskrywing: Leë erf.

Erf 558, geleë in die dorpsgebied Lydenburg, Registrasieafdeling JT, Transvaal, groot 2 855 (twee agt vyf vyf) vierkante meter met straatadres Minaarstraat 12, Lydenburg, gehou kragtens Akte van Transport T34795/1978.

Beskrywing: Leë erf.

Erf 559, geleë in die dorpsgebied Lydenburg, Registrasieafdeling JT, Transvaal, groot 2 855 (twee agt vyf vyf) vierkante meter met straatadres Schoemanstraat 69, Lydenburg, gehou kragtens Akte van Transport T34795/1978.

Beskrywing: Leë erf.

Die verkoping is onderhewig aan die volgende vernaamste voorwaardes:

1. Die eiendomme sal voetstoots verkoop word aan die hoogste bieder sonder reserwe en sal die verkoping onderhewig wees aan artikel 66 (a) van die Landdroshofwet No. 32 van 1944, soos gewysig.

2. Die koper of kopers moet 10% (tien persent) van die koopsom in kontant op die dag van verkoping aan die Balju betaal. Die balans plus rente moet verseker word deur 'n bank- of bougenootskapwaarborg betaalbaar teen registrasie van transport en wat binne 14 (veertien) dae na datum van die verkoping gelewer moet word.

3. Vendusiekoste sal betaalbaar wees op die dag van die verkoping en sal as volg bereken word: 4% (vier persent) van die opbrengs van die verkoping met 'n minimum van R10 (tien rand).

4. Die verkoping geskied in volgens verdere verkoopvoorwaardes wat ter insae lê gedurende kantoorure by die kantoor van die Balju te Voortrekkerstraat 26, Lydenburg en te kantoor van die Eiser se Prokureurs.

Geteken te Lydenburg op die 27ste dag van Januarie 1995.

J. J. Steenekamp, Prokureur vir Eksekusieskuldeiser, Lexnumergebou, Kerkstraat 46, Posbus 237, Lydenburg, 1120. [Tel. (01323) 2175.] (Verw. IA1709.)

Case 9913/94

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Mashaule Simon Makwela**, First Defendant, and
Mmadiri Irene Makwela, Second Defendant

A sale in execution of the undermentioned property is to be held at the offices of the Sheriff of the Supreme Court, Wonderboom/Soshanguve, Portion 83, De Onderstepoort (just north of the Sasko Mills, old Warmbaths Road, Bon Accord), on Friday, 10 March 1995 at 11:00:

Full conditions of sale can be inspected at the Sheriff Wonderboom/Soshanguve at the above address and will be read out prior to the sale.

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

Property: All right, title and interest in the leasehold in respect of Erf 20406, situated in the Township of Mamelodi, Registration Division JR, Transvaal.

Improvements: Single storey, three bedrooms, kitchen, lounge, bathroom and garage.

Hack Stupel & Ross, Attorneys for the Plaintiff, P.O. Box 2000, Pretoria. [Tel. (012) 325-4185.] (Ref. Mr B. du Plooy/LVDM/GT1180.)

Case 2901/94

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Leon Erasmus**, First Defendant, and **Selma Erasmus**,
Second Defendant

A sale in execution of the undermentioned property is to be held at 23 Dixon Street, Reyno Ridge Extension 16, Witbank, on 10 March 1995 at 09:00:

Full conditions of sale can be inspected at the office 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 4 of Erf 1508, Reyno Ridge Extension 16 Township, Registration Division JS, Transvaal, measuring 405 square metres, held by virtue of Deed of Transfer T62466/93, also known as 23 Dixon Street, Reyno Ridge Extension 16, Witbank.

Improvements: Three bedrooms, two bathrooms, kitchen, lounge, dining-room and garage.

Hack Stupel & Ross, Attorneys for the Plaintiff, P.O. Box 2000, Pretoria. [Tel. (012) 325-4185.] (Ref. Du Plooy/sv/GT1257.)

Saak 8650/93

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

In die saak tussen **Standard Bank van S A Beperk** (62/00738/06), Eiser, en **Albert Groothof Boerdery (Edms.) Beperk** (72/04794/07), Eerste Verweerder, **Albert Groothof**, Tweede Verweerder, en **Isabella Elizabeth Cornelia Groothof**, Derde Verweerder

Ten uitvoerlegging van 'n vonnis van bogemelde Hof en 'n lasbrief vir eksekusie word die volgende eiendom in eksekusie verkoop op Vrydag, 3 Maart 1995 om 11:00, deur die Balju vir die Hooggeregshof, Potchefstroom, gehou voor die hoofingang van die Landdroshof, Van Riebeeckstraat, Potchefstroom, aan die hoogste bieder:

Gedeelte 9 ('n gedeelte van Gedeelte 2) van Erf 82, in die dorp Potchefstroom, Registrasieafdeling IQ, Transvaal, groot 907 vierkante meter, gehou kragtens Akte van Transport T4515/1983.

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

Straatadres: Barrishlaan 17, Potchefstroom.

Verbeterings: Woonhuis met sinkdak, ingangsportaal, sitkamer, eetkamer, studeerkamer, drie slaapkamers, kombuis, waskamer, twee badkamers, twee garages, voorafvervaardigde omheining en sementplaveisel.

Reserweprys: Die eiendom word sonder reserweprys verkoop.

Terme: 10% (tien persent) van die koopprijs 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.

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

Verkoopvoorwaardes: Dit lê ter insae by die kantoor van die Balju vir die Hooggeregshof, Potchefstroom te Borriusstraat 20, Baillie Park, Potchefstroom.

Gedateer te Pretoria hierdie 31ste dag van Januarie 1995.

Haasbroek & Boezaart Ing., Eiser se Prokureurs, Tweede Verdieping, Momentumsentrum, Westoring, Pretoriusstraat, Posbus 2205, Pretoria. [Tel. (012) 322-4401.] (Verw. V. Rensburg/Z9076/93/BVDM.)

Saak 18134/94

IN DIE HOOGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **Die Standard Bank van Suid-Afrika Beperk**, Eiser, en **Raymond Schroeter**, 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, 3 Maart 1995 om 10:00, deur die Balju vir die Hooggeregshof, Belfast, gehou by die Landdroskantore, Van Riebeeckstraat, Belfast, aan die hoogste bieder:

Erf 122, Machadodorp, Registrasieafdeling JT, Transvaal, groot 1 487 (eenduisend vierhonderd sewe-en-tagtig) vierkante meter, gehou kragtens Akte van Transport T66612/88, 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.

Straataadres: Pohlstraat 9, Machadodorp.

Verbeteringe: Woonhuis met metaaldak en mat- en teëlvloerbedekking, bestaande uit sitkamer, eetkamer, kombuis, drie slaapkamers, badkamer en motorhuis.

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 Belfast, onmiddellik voor die verkoping uitgelees sal word, sal ter insae lê by die kantore van die Balju vir die Hooggeregshof Belfast, Vermootenstraat, Belfast.

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/S1545/RE.)

Saak 7473/94

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

In die saak tussen **Khayaletu Home Loans**, Eiser, en **T. B. Malope**, Eerste Verweerder, en **J. J. Malope**, 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 17 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 21486, tesame met die verbeteringe of geboue daarop geleë in die dorpsgebied Mamelodi-uitbreiding 3, gehou kragtens Akte van Transport van Huurpag TL80698/88, grootte 286 (tweehonderd ses-en-tagtig) 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 30ste dag van Januarie 1995.

C. J. van Wyk, vir Hack Stupel & Ross, HSR-gebou, Emily Hobhousestraat 264, Pretoria-Noord. (Verw. mnr. Van Wyk/B49/276/EJ.)

Case 4593/93

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

In the matter between **Allied Bank** (a division of ABSA Bank Limited), Plaintiff, and **M. J. Ferreira**, First Defendant, and **L. M. Ferreira**, Second Defendant

In pursuance of a judgment in the Court of the Magistrate of Brakpan, and writ of execution dated 29 March 1994, the property listed hereunder will be sold in execution on 3 March 1995 at 11:00, at the premises of the Sheriff of the Court, 439 Prince George Avenue, Brakpan, to the highest bidder:

Certain: Erf 1355, Leachville Extension 1 Township, Registration Division IR, Transvaal, measuring 690 (six hundred and ninety) square metres, held by Deed of Transfer T49735/1988.

The property is defined as a Residential stand, situated at 18 Kouga Street, Leachville Extension 1, Brakpan.

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

Main building: Plaster and brick walls under tiled roof consisting of lounge and dining-room combined, kitchen, three bedrooms and bathroom.

Outbuildings: Single garage, outside toilet and precast walls.

The material conditions of sale are:

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

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

Dated at Brakpan this 23rd day of January 1995.

C. M. Janeke, for Trollip Cowling & Janeke, First Floor, Market Building, 610 Voortrekker Street; P.O. Box 38, Brakpan. (Tel. 744-3924.) (Ref. Mr Cowling/BRV/C36/92.)

Saak 174/94

IN DIE LANDDROSHOF VIR DIE DISTRIK VEREENIGING GEHOU TE MEYERTON

In die saak tussen **Stadsraad van Meyerton**, Eiser, en **J. C. le Roux**, Verweerder

Ingevolge vonnis van die Landdroshof Meyerton, en lasbrief vir eksekusie gedateer 4 Augustus 1994, sal die ondervermelde eiendom op 2 Maart 1995 om 10:00, by die kantoor van die Balju, Lochstraat 51, Meyerton, aan die hoogste bieder verkoop word. Besonderhede van die eiendom, geleë binne die distrik Vereeniging, is soos volg:

Sekere: Gedeelte 12, Erf 54, Riversdale, Hoofweg 231, Registrasieafdeling IR, Transvaal, groot 991 (nege nege een) vierkante meter.

Voorwaardes:

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

Aldus gedoen en geteken te Meyerton op hede die 17de dag van Januarie 1995.

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

Saak 464/94

IN DIE LANDDROSHOF VIR DIE DISTRIK VEREENIGING GEHOU TE MEYERTON

In die saak tussen **Stadsraad van Meyerton**, Eiser, en **J. J. van Eck**, Eerste Verweerder, en **S. A. van Eck**, Tweede Verweerder

Ingevolge vonnis van die Landdroshof van Meyerton en lasbrief vir eksekusie gedateer 10 Augustus 1994, sal die ondervermelde eiendom op 2 Maart 1995 om 10:00, by die kantoor van die Balju, Lochstraat 51, Meyerton, aan die hoogste bieder verkoop word:

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

Sekere Gedeelte 34, Erf 4, Meyerton Farms, Valkstraat 16, Registrasieafdeling IR, Transvaal, groot 1 200 (een twee nul nul) vierkante meter.

Voorwaardes:

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

Aldus gedoen en geteken te Meyerton op hede die 17de dag van Januarie 1995.

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

Case 12267/93
PH 135IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)

In the matter between **Eskom Finance Company (Proprietary) Limited**, Plaintiff, and **Ramateletse, Fusi Edmund**, Defendant

1. In execution of the judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without a reserve price will be held at office of the Sheriff, 50 Edwards Avenue, on 24 February 1995 at 10:00, on the conditions read out by the auctioneer at the office of the Sheriff, office of the Sheriff, 50 Edwards Avenue, Westonaria, prior to the sale, of the undermentioned property situated at:

Erf 2933, Bekkersdal Township, Registration Division IQ, Transvaal, measuring 273 (two hundred and seventy-three) square metres, held by Certificate of Registered Grant of Leasehold TL44345/1988, which is zoned as residential and consists of (not guaranteed):

A dwelling, lounge, kitchen, three bedrooms and bathroom.

2. Terms:

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

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

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

2.2.2 minimum charges R200 (two hundred rand).

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

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

Case 30801/94

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Dingeni Eshmon Mdluli**, First Defendant, and **Mathobi Norah Mdluli**, Second Defendant

Notice is hereby given that on 3 March 1995 at 11:00, the undermentioned property will be sold by public auction at the offices of the Sheriff, Brakpan, 439 Prince George Avenue, Brakpan, pursuant to a judgment in this matter granted by the above Honourable Court on 12 December 1994, namely:

Certain right of leasehold in respect of Erf 15811, Tsakane Extension 5, Registration Division IR, Transvaal, situated at 15811 Tsakane Extension 5.

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

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

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

Tuckers, Second Floor, Permanent Building, 312 Commissioner Street, Boksburg. (Ref. Mrs L. Pinheiro/H01927.)

Case 27954/94

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Jim Motau**, Defendant

Notice is hereby given that on 3 March 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 21 November 1994, namely:

Certain right of leasehold in respect of Erf 193, Impumelelo, Registration Division IR, Transvaal, situated at 193 Impumelelo.

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

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

Dated at Nigel on this the 27th day of January 1995.

Tuckers, Second Floor, Permanent Building, 312 Commissioner Street, Boksburg. (Ref. Mrs L. Pinheiro/H01843.)

Case 26254/94

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Alan Gino Pollastrini**, First Defendant, and **Brenda Pollastrini**, Second Defendant

Notice is hereby given that on 2 March 1995 at 10:00, the undermentioned property will be sold by public auction at the offices of the Sheriff, Benoni, 49 Kempston Avenue, Benoni, pursuant to a judgment in this matter granted by the above Honourable Court on 21 October 1994, namely:

Certain Erf 5749, Northmead Extension 4, Registration Division IR, Transvaal, situated at 127 Stokroos Street, Northmead Extension 4, Benoni.

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

The full conditions of sale may be inspected at the offices of the Sheriff, Benoni, 49 Kempston Avenue, Benoni.

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

Tuckers, Second Floor, Permanent Building, 312 Commissioner Street, Boksburg. (Ref. Mrs L. Pinheiro/H01786.)

Case 33561/93

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

In the matter between **ABSA Bank Limited** (United Bank Division), Plaintiff, and **Pietersen, Abraham Joseph**, First Defendant, and **Pietersen, Bienta Margaret**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the offices of the Sheriff, Brakpan, at 439 Prince George Avenue, Brakpan, on 3 March 1995 at 11:00, of the undermentioned property of the Defendants on the conditions to be read out by the Sheriff at the time of the sale and which conditions may be inspected at the offices of the Sheriff, Brakpan, prior to the sale:

Certain Erf 675, Geluksdal Township, Registration Division IR, Transvaal, situated at 675 Lillian Avenue, Geluksdal, Brakpan, measuring 842 (eight hundred and forty-two) square metres.

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

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

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

Hammond Pole & Dixon, c/o Mark Yammin, Hammond & Partners, Seventh Floor, Bedford Centre, Bedford Gardens, Bedfordview. (Tel. 917-4631.) [Ref. Mrs Teixeira/U00061 (UB61).]

Case 10645/93

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

In the matter between **ABSA Bank Limited** (United Bank Division), Plaintiff, and **Hendriks, Samuel**, First Defendant, and **Hendriks, Alice Mavis**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the offices of the Sheriff, Brakpan, at 439 Prince George Avenue, Brakpan, on 3 March 1995 at 11:00, of the undermentioned property of the Defendants on the conditions to be read out by the Sheriff at the time of the sale and which conditions may be inspected at the offices of the Sheriff, Brakpan, prior to the sale:

Certain Erf 847, Geluksdal Township, Registration Division IR, Transvaal, situated at 847 Rheumanella Street, Geluksdal, Brakpan, measuring 403 (four hundred and three) square metres.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: Building built of brick and plaster, tiled roof, comprising lounge, dining-room, kitchen, four bedrooms, bathroom, garage, servant's room and w.c.

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

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

Hammond Pole & Dixon, c/o Mark Yammin, Hammond & Partners, Seventh Floor, Bedford Centre, Bedford Gardens, Bedfordview. (Tel. 917-4631.) [Ref. Mrs Teixeira/AU0182 (AU182).]

Case 24348/93

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

In the matter between **ABSA Bank Limited** (United Bank Division), Plaintiff, and **Loe, Cedric Raymond**, First Defendant, and **Loe, Shelley Joy**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the offices of the Sheriff, Brakpan, at 439 Prince George Avenue, Brakpan, on 3 March 1995 at 11:00, of the undermentioned property of the Defendants on the conditions to be read out by the Sheriff at the time of the sale and which conditions may be inspected at the offices of the Sheriff, Brakpan, prior to the sale:

Certain Erf 175, Brenthurst Township, Registration Division IR, Transvaal, situated at 30 Olga Street, Brenthurst, Brakpan, measuring 874 (eight hundred and seventy-four) square metres.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: Building built of brick and plaster, tiled roof, comprising lounge, dining-room, kitchen, study, three bedrooms, two bathrooms, dressing room, laundry, garage, servant's room and store-room.

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

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

Hammond Pole & Dixon, c/o Mark Yammin, Hammond & Partners, Seventh Floor, Bedford Centre, Bedford Gardens, Bedfordview. (Tel. 917-4631.) [Ref. Mrs Teixeira/AU0304 (AU304).]

Case 11486/94

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 **Rami Naidoo**, First Defendant, and **Yvonne Naidoo**, 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 603A Olivetti House, corner of Schubart and Pretorius Streets, Pretoria, on 9 March 1995 at 10:00, to the highest bidder:

Certain: Portion 3 of Erf 1700, situated in the Township of Laudium Extension 1, Registration Division JR, Transvaal, measuring 438 square metres, situated at 555 Umber Street, Laudium Extension 1, Pretoria.

Terms and conditions:

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

2. The following improvements are known of which nothing is guaranteed: Description of property (dwelling): Lounge, dining-room, kitchen, TV-room, study, three bedrooms, two bathrooms, two w.c.'s and shower. Outbuildings: Double garage. Other: Walls, paving and gates.

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 202 Olivetti House, corner of Schubart and Pretorius Streets, Pretoria.

Signed at Pretoria on this 31st day of January 1995.

Shapiro & De Meyer Inc., Third Floor, Shapiro Chambers, Bureau Lane, Pretoria. (Ref. Mrs Tkartoudes/EAB/N1170.)

Case 11120/94

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 **Mpiyake Solomon Kubeka**, First Defendant, and **Nomasoato Rose Kubeka**, Second Defendant

In pursuance of a judgment in the Court for the Magistrate of Boksburg on 13 December 1994, and writ of execution issued pursuant thereto the property listed hereunder will be sold in execution on 3 March 1995 at 11:00, at the office of the Sheriff 439 Prince George Avenue, Brakpan, to the highest bidder:

Certain: All the right, title and interest in the leasehold in respect of Erf 15624, Tsakane Extension 5 Township, situated on 15624 Tsakane Extension 5, in the Township of Tsakane Extension 5, District of Brakpan, measuring 240 (two hundred and forty) square metres.

The following improvements are reported to be on the property (but nothing is guaranteed): Building built of brick and plaster, tiled roof comprising lounge, two bedrooms, bathroom and 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, Brakpan.

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

Hammond Pole & Dixon, Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 917-4631.) (Ref. A00454/Mrs Teixeira.)

Saak 1396/94

IN DIE LANDDROSHOF VIR DIE DISTRIK VEREENIGING GEHOU TE MEYERTON

In die saak tussen **Stadsraad van Meyerton**, Eiser, en **M. P. J. Helgan**, Verweerder

Ingevolge vonnis van die Landdroshof Meyerton en lasbrief vir eksekusie gedateer 27 September 1994, sal die ondervermelde eiendom op 23 Februarie 1995 om 10:00, by die kantoor van die Balju, Lochstraat 51, Meyerton, aan die hoogste bieder verkoop word:

Besonderhede van die eiendom, geleë binne die distrik Vereeniging, is soos volg: Sekere Erf 97, Noldick, Deodarstraat 33, Registrasieafdeling IR, Transvaal, groot 992 (nege nege twee) vierkante meter.

Voorwaardes:

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

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

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

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

Aldus gedoen en geteken te Meyerton op hede die 18de dag van Januarie 1995.

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

Saak 537/91

IN DIE LANDDROSHOF VIR DIE DISTRIK KRUGERSDORP GEHOU TE KRUGERSDORP

In die saak tussen **Bankorp Beperk**, Eksekusieskuldeiser, en **Edward Vivian Cooper**, Eksekusieskuldenaar

Ingevolge 'n vonnis van die Landdroshof vir die distrik Krugersdorp, gedateer 12 Augustus 1991, en 'n lasbrief vir eksekusie gedateer 24 September 1991, sal die volgende eiendom in eksekusie verkoop word te Gedeelte 212, 'n gedeelte van Gedeelte 15, van die plaas Vlakplaats 160, Krugersdorp, op 1 Maart 1995, aan die hoogste bieder:

Gedeelte 212 ('n gedeelte van Gedeelte 15) van die plaas Vlakplaats 160, Registrasieafdeling IQ, Transvaal, grootte 8,5653 (agttien komma vyf ses vyf drie) hektaar, gehou kragtens Akte van Transport T28587/1985, ook bekend as Plot 212, plaas Vlakplaats, Tarlton.

Kort beskrywing van eiendom: Sitkamer, gesinskamer, eetkamer, studeerkamer, een of twee badkamers, drie slaapkamers, kombuis, opwaskamer, tuin, dak van teëls, omheining van draad, mure van steen, vensters van staal, stoorkamer, drie motorhuise, geen waarborge word in die verband gegee nie.

Terme: Tien persent (10%) van die koopprys en afslaerskommissie (indien enige) in kontant betaalbaar ten tye van verkoping en die balans teen registrasie van transport, verseker te word deur 'n goedgekeurde bank- of bouverenigingswaarborg gelewer te word binne 30 (dertig) dae daarna.

Die verkoopvoorwaardes mag gedurende kantoorure te die kantore van die Balju te Grondvloer, Klaburn Hof, Ockersesstraat 22B, Krugersdorp, besigtig word.

Gedateer te Krugersdorp hierdie 27ste dag van Januarie 1995.

M. Breytenbach, vir Blake Bester Ingelyf, p.a. Adrian Engelbrecht en Vennote, Humanstraat 12, Krugersdorp. (Tel. 953-4202.) (Verw. mnr. Breytenbach/CC/T.114.)

Case 30797/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Van Jaarsveld: Jolene Bianca**, 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, 2 March 1995 at 10:00, of the undermentioned property of the Defendant on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff of the Supreme Court, prior to the sale:

Certain: Unit comprising Section 47 and its undivided share in the common property in the Berea Towers Sectional Title Scheme, area 95 (ninety-five) square metres, situation Unit 47, Berea Towers, 56 Abel Road, Berea.

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

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

Dated at Johannesburg on this 26th 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. ForeclosuresZ246.)

Saak 831/92

IN DIE LANDDROSHOF VIR DIE DISTRIK LETABA GEHOU TE TZANEEN

In die saak tussen **Bankorp Beperk**, Eksekusieskuldeiser, en **N. V. Hosana**, Eksekusieskuldenaar

Ingevolge vonnis van die Landdroshof vir die distrik Letaba, gedateer 14 Mei 1992, en 'n her-uitgereikte lasbrief vir eksekusie gedateer 15 Desember 1994, sal die volgende eiendom verkoop word op Vrydag, 3 Maart 1995 om 10:00, te die Landdroshof, Morganstraat 16, Tzaneen:

Erf 2068 Uitbreiding 15 (bekend as Essenhoutstraat 26) geleë in die dorpsgebied van Tzaneen, Registrasieafdeling LT, Transvaal.

Die eiendom word voetstoots verkoop. Die verkoping is onderhewig aan artikel 66 van die Wet op Landdroshof, No. 32 van 1944, soos gewysig. Die volle voorwaardes van die eksekusie verkoping wat op die koper bindend sal wees, sal voor die verkoping uitgelees word en kan gedurende kantoorure nagegaan word by die kantore van die Balju by die Landdroshof Tzaneen, Transvaal, en by die kantore van die Eiser se prokureur.

Gedateer te Tzaneen op die 26ste dag van Januarie 1995.

D. A. Swanepoel, vir Thomas & Swanepoel, Eiser se Prokureurs, Safarigebou 208, Morganstraat 16, Tzaneen, 0850. [Tel. (0152) 307-1027/8/9.] (Verw. Swanepoel/MP/FI099492/T152.)

Case 26731/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Adriaanse: Hendrik Justinus**, 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, Brakpan, at 439 Prince George Avenue, Brakpan, on 3 March 1995 at 11:00, of the undermentioned property of the Defendant on the conditions to be read out by the Sheriff at the time of the sale and which conditions may be inspected at the offices of the Sheriff, Brakpan, prior to the sale:

Certain: Erf 1707, Brakpan Township, Registration Division IR, Transvaal, situated at 8 Wenden Avenue, Brakpan, measuring 991 (nine hundred and ninety-one) square metres.

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

Building built of brick and plaster, tiled roof, comprising lounge, family room, dining-room, kitchen, five bedrooms, two bathrooms, single tandem garage and servants' room with w.c.

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

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

Hammond Pole & Dixon, c/o Mark Yammin, Hammond & Partners, Seventh Floor, Bedford Centre, Bedford Gardens, Bedfordview. (Tel. 917-4631.) [Ref. Mrs Teixeira/A00380 (A380).]

Case 26366/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Combrink: Stephanus Lukas**, First Defendant, and **Combrink: Anna 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 at the offices of the Sheriff, Brakpan, at 439 Prince George Avenue, Brakpan, on 3 March 1995 at 11:00, of the undermentioned property of the Defendants on the conditions to be read out by the Sheriff at the time of the sale and which conditions may be inspected at the offices of the Sheriff, Brakpan, prior to the sale:

Certain: Erf 792, Minnebron Township, Registration Division IR, Transvaal, situated at 99 Gert Bezuidenhout Street, Minnebron, Brakpan, measuring 707 (seven hundred and seven) square metres.

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

Building built of brick and plaster, tiled roof, comprising lounge, dining-room, kitchen, three bedrooms, bathroom and single 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, building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale. Auctioneer's charges, payable on the day of the sale, to be paid by the purchaser.

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

Hammond Pole & Dixon, c/o Mark Yammin, Hammond & Partners, Seventh Floor, Bedford Centre, Bedford Gardens, Bedfordview. (Tel. 917-4631.) [Ref. Mrs Teixeira/A00363 (A363).]

Case 27012/94

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

In the matter between **ABSA Bank Limited** (United Bank Division), Plaintiff, and **Boshielo: Eustice**, 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, Brakpan, at 439 Prince George Avenue, Brakpan, on 3 March 1995 at 11:00, of the undermentioned property of the Defendants on the conditions to be read out by the Sheriff at the time of the sale and which conditions may be inspected at the offices of the Sheriff, Brakpan, prior to the sale:

Certain Erf 569, Tsakane Extension 1 Township, Registration Division IR, Transvaal, situated at 569 Tsakane Extension 1, Brakpan, measuring 305 (three hundred and five) square metres.

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

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 the sale, to be paid by the purchaser.

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

Hammond Pole & Dixon, c/o Mark Yammin, Hammond & Partners, Seventh Floor, Bedford Centre, Bedford Gardens, Bedfordview. (Tel. 917-4631.) [Ref. Mrs Teixeira/U00321 (UB321).]

Saak 46794/94

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **ABSA Bank Beperk**, Eiser, en **Hanifa Hajee**, Verweerder

Kennis word hiermee gegee dat ingevolge 'n uitspraak van bogemelde Agbare Hof in bogemelde saak op 3 Augustus 1994, en ter uitvoering van 'n lasbrief vir eksekusie, sal die Balju, Pretoria-Noordwes, op 9 Maart 1995 om 10:00, die ondervermelde eiendom in eksekusie verkoop te 603A Olivetti Huis, hoek van Schubart- en Pretoriusstraat, Pretoria, aan die hoogste bieder:

Die eiendom wat aldus te koop aangebied word, staan bekend as Lilacstraat 329, Laudium, en word omskryf as Erf 917, Laudium, Pretoria, groot 482 (vierhonderd twee-en-tagtig) vierkante meter, gehou kragtens Akte van Transport T74453/89.

Die eiendom bestaan na bewering, maar sonder waarborg uit: Sitkamer, eetkamer, kombuis, vier slaapkamers, twee badkamers, bediendekamer en garage.

Die koper moet 'n deposito van 10% (tien persent) van die koopprys, balju fooie en agterstallige belastinge betaal op die dag van die verkoping, die balans betaalbaar teen transport en verseker te word deur 'n waarborg van 'n bank of bougenootskap wat deur die Eiser se prokureurs goedgekeur is, die waarborg aan die balju binne 14 dae na datum van die verkoping 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-Noordwes, Olivetti Huis 603A, hoek van Schubart- en Pretoriusstraat, Pretoria.

Geteken te Pretoria hierdie 30ste dag van Januarie 1995.

R. F. Kruse, vir Couzyn Hertzog & Horak Ing., Praetor Forumgebou, Van der Waltstraat 269, Pretoria. (Tel. 322-8780.) (Verw. T. Horak/T2040.)

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

All the sales in execution are to be held at the offices of the Sheriff, Germiston North, Fourth Floor, Standard Towers, President Street, Germiston, on Thursday, 2 March 1995 at 10:00:

NEDCOR BANK LIMITED, is the Execution Creditor.

The hereinafter mentioned properties/rights of leasehold will be put up for sale, the material conditions of sale being:

1. The property/right of leasehold shall be sold to the highest bidder without reserve, voetstoots, and subject to the Magistrates' Courts Act, 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 costs on transfer, to be secured by acceptable guarantees within 14 (fourteen) days of the sale.

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

4. Improvements as set out hereunder are not guaranteed.

Case Number: 15873/94

Judgment Debtor/s: **Graham Harry William Brownlow-Hewett, and Linda Brownlow-Hewett**

Property: Erf 77, Wychwood Township, Registration Division IR, Transvaal, situated at 35 Graham Road, Wychwood, Germiston.

Improvements: Detached single storey brick built residence under tiled roof comprising three rooms other than kitchen and bathroom with outbuildings of a similar construction comprising garage and carport.

Reference: MB0045.

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.]

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

All the sales in execution are to be held at the offices of the Sheriff, Ground Floor, Du Pisanie Building, 74 Joubert Street, Germiston, on Monday, 6 March 1995 at 10:00.

NEDCOR BANK LIMITED, is the Execution Creditor.

The hereinafter mentioned properties/rights of leasehold will be put up for sale, the material conditions of sale being:

1. The property/right of leasehold shall be sold to the highest bidder without reserve, voetstoots, and subject to the Magistrates' Courts Act, 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 costs on transfer, to be secured by acceptable guarantees within 14 (fourteen) days of the sale.

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

4. Improvements as set out hereunder are not guaranteed.

Case Number: 16161/94

Judgment Debtor/s: **Shane van Vuuren, and Melinda van Vuuren.**

Property: Section 12, as shown and more fully described on Sectional Plan SS126/94, in the scheme known as the Waltons in respect of the land and building or buildings situated at Webber Township, in the area of the Germiston Local Authority of which the floor area, according to the said sectional plan is 84 (eighty-four) 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 at 12 The Waltons, Walton Road, Webber, Germiston.

Improvements: Detached single storey brick built residence under tiled roof comprising six rooms other than kitchen and two bathrooms with outbuildings of a similar construction comprising servants' quarters and toilet.

Reference: MV0029.

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.]

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, 1 March 1995 at 10:00. **Nedcor Bank Limited** is the Execution Creditor. The hereinafter mentioned properties/rights of leasehold will be put up for sale, the material conditions of sale being:

1. The property/right of leasehold shall be sold to the highest bidder without reserve, voetstoots, and subject to the Magistrates' Courts Act, 1944. 2. The purchaser shall pay 10% (ten per centum) of the purchase price plus the Sheriff's commission in cash or acceptable bank-guaranteed cheque on the date of sale and the balance plus interest at Plaintiff's current lending rates plus transfer costs on transfer, to be secured by acceptable guarantees within fourteen (14) days of the sale. 3. Full conditions of sale can be inspected at the Sheriff's office and will be read out prior to the sale. 4. Improvements as set out hereunder are not guaranteed.

Case Number: 6547/92.

Judgment Debtor/s: **Sello Duncan Seabe Abe.**

Property: Right of leasehold over Erf 2094, Tokoza Township, Registration Division IR, Transvaal, situated at Erf 2094, Tokoza.

Improvements: Detached single storey brick built residence under iron roof comprising five rooms other than kitchen and bathroom with outbuildings of a similar construction comprising garage and toilet.

Reference: MA0011.

Case Number: 4073/94.

Judgment Debtor/s: **Medion Bophela.**

Property: Right of leasehold over Erf 902, Ncala Township, Registration Division IR, Transvaal, situated at Erf 902, Ncala, Katlehong.

Improvements: Semi-detached single storey brick built residence under iron roof comprising three rooms other than kitchen with outbuildings of a similar construction comprising two garages, servants' quarters and toilet.

Reference: MB0036.

Case Number: 5900/94.

Judgment Debtor/s: **Mandla David Mbele and Elizabeth Mbele.**

Property: Right of leasehold over Erf 8572, Tokoza Township, Registration Division IR, Transvaal, situated at Erf 8572, Tokoza.

Improvements: Detached single storey brick built residence under iron roof comprising two rooms other than kitchen and bathroom.

Reference: MM0660.

Case Number: 8372/94.

Judgment Debtor/s: **Zenzile Sarah Mlotshwa, Bekamaswazi Mlotshwa and Sibusiso Michael Mlotshwa.**

Property: Erf 2182, Moleleki Extension 3 Township, Registration Division IR, Transvaal, situated at Erf 2182, Moleleki Extension 3, Katlehong.

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

Reference: MM0730.

Case Number: 6982/94.

Judgment Debtor/s: **Moalosi Paulos Motaung and Nthabiseng Elizabeth Motaung.**

Property: Erf 2428 (formerly 202), Likole Extension 1 Township, Registration Division IR, Transvaal, situated at Erf 2428 (formerly 202), Likole Extension 1, Katlehong.

Improvements: Detached single storey brick built residence under iron roof comprising two rooms other than kitchen and bathroom with outbuildings of a similar construction comprising toilet.

Reference: MM0671.

Case Number: 10374/91.

Judgment Debtor/s: **Jabolani Solomon Ndaba and Nontando Tryphina Ndaba.**

Property: Erf 2595 (formerly 369), Likole Extension 1 Township, Registration Division IR, Transvaal, situated at Erf 2595 (formerly 369), Likole Extension 1, Katlehong.

Improvements: Detached single storey brick built residence under iron roof comprising three rooms other than kitchen and bathroom with outbuildings of a similar construction comprising toilet.

Reference: MN0011.

Case Number: 8416/94.

Judgment Debtor/s: **Moster Harry Ndhlovu and Anna Ndhlovu.**

Property: Erf 1198, Moleleki Township, Registration Division IR, Transvaal, situated at Erf 1198, Moleleki, Katlehong.

Improvements: Detached single storey brick built residence under tiled roof comprising three rooms other than kitchen and bathroom with outbuildings of a similar construction comprising two shacks and toilet.

Reference: MN0220.

Case Number: 5760/92.

Judgment Debtor/s: **Foli Cyprian Ndlovu and Khabonina Regina Ndlovu.**

Property: Right of leasehold over Erf 248, Monise Township, Registration Division IR, Transvaal, situated at Erf 248, Monise, Katlehong.

Improvements: Detached single storey brick built residence under asbestos roof comprising three rooms other than kitchen and toilet.

Reference: MN0224.

Case Number: 6736/94.

Judgment Debtor/s: **Motlatso Frank Rallele.**

Property: Right of leasehold over Erf 876, Siluma View Township, Registration Division IR, Transvaal, situated at Erf 876, Siluma View, Katlehong.

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

Reference: MR0050.

Case Number: 8333/94.Judgment Debtor/s: **Kenneth Mwel Simelela.**

Property: Right of leasehold over Erf 335, Credi Township, Registration Division IR, Transvaal, situated at Erf 335, Credi, Katlehong.

Improvements: Detached single storey brick built residence under asbestos roof comprising three rooms other than kitchen with outbuildings of a similar construction comprising garage, servants' quarters and bathroom.

Reference: MS0122.

Case Number: 6882/93.Judgment Debtor/s: **Lesiba John Thaba and Ruth Thaba.**

Property: Right of leasehold over Erf 3153, Likole Extension 1 Township, Registration Division IR, Transvaal, situated at Erf 3153, Likole Extension 1, Katlehong.

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

Reference: MT0051,

Case Number: 8331/94.Judgment Debtor/s: **Tsietso Alfred Tsotetsi.**

Property: Right of leasehold over Erf 301, Tsoho Township, Registration Division IR, Transvaal, situated at Erf 301, Tsoho, Katlehong.

Improvements: Detached single storey brick built residence under iron roof comprising three rooms other than kitchen.

Reference: MT0081,

Case Number: 6918/92.Judgment Debtor/s: **Sipho Gerald Xulu.**

Property: Erf 6109, Moleleki Extension 2 Township, Registration Division IR, Transvaal, situated at Erf 6109, Moleleki Extension 2, Katlehong.

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

Reference: MX0006.

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 00233/94
PH 196**

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

In the matter between **NBS Bank Limited** Plaintiff, and **Barry, Arthur Albert**, First Defendant, and **Barry, Wendoline April**, 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 De Klerk, Vermaak & Partners Inc., Attorneys, Overvaal Building, 28 Kruger Avenue, Vereeniging, on 2 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, Vereeniging, Overvaal Building, 28 Kruger Avenue, Vereeniging, prior to the sale:

Portion 17 of Erf 5397, in the Township of Ennerdale Extension 9, Registration Division IQ, Transvaal, in extent 444 (four hundred and forty-four) square metres, situated at 4 Maarman Avenue, Ennerdale Extension 9.

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

Residence: Single-storey dwelling, detached, built of bricks and painted plaster under 26 degree pitched tiled roof.

Floors: Fitted carpets and ceramic tiles, comprising lounge, kitchen, two bedrooms, bathroom and w.c.

Outbuildings: Boundary fencing and gates.

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

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

Melman & McCarthy, Plaintiff's Attorneys, Suite 301, His Majesty's Building, Joubert Street, Johannesburg. (Tel. 838-4731.) (Ref. D. McCarthy/J. Soma/MN6487.)

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

Case 17073/94
PH 196IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)In the matter between **NBS Bank Limited** Plaintiff, and **Peele, Ntuboy Christopher**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the office of De Klerk, Vermaak & Partners Inc., Attorneys, Overvaal Building, 28 Kruger Avenue, Vereeniging, on 2 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, Vereeniging, Overvaal Building, 28 Kruger Avenue, Vereeniging, prior to the sale:

Erf 5070, in the Township of Ennerdale Extension 14, Registration Division IQ, Transvaal, in extent 551 (five hundred and fifty-one) square metres, situated at 27 Mila Street, Ennerdale Extension 14.

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

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

Floors: Fitted carpets and tiles, comprising lounge, dining-room, kitchen, three bedrooms, two bathrooms, shower and two W.C.'s.

Outbuildings: Boundary brick and concrete walls.

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

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

Melman & McCarthy, Plaintiff's Attorneys, Suite 301, His Majesty's Building, Joubert Street, Johannesburg. (Tel. 838-4731.) (Ref. D. McCarthy/J. Soma/MN6639.)

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

Case 11779/92
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 **Melba Banda**, Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office, Boksburg, on 3 March 1995 at 11:15, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff, Boksburg, 182 Leeuwpoot Street, Boksburg, prior to the sale:

Certain Lot 17836, situated in the Township of Vosloorus Extension 25, Registration Division IR, Transvaal, being 17836, Vosloorus, Extension 25, Boksburg, measuring 260 (two 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, bedroom and bathroom.

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

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

Dated at Johannesburg on this 27th day of 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 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/bt/B.153.)

Case 7063/94
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 **Fransch, Alan Kieth**, First Execution Debtor, and **Fransch, Stephanie Cecelia**, 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 2 March 1995 at 10:00, of the undermentioned property of the Defendants on the conditions which will lie for inspection at the offices of De Klerk, Vermaak & Partners, Overvaal Building, 28 Kruger Avenue, Vereeniging, prior to the sale:

Certain Portion 54 of Erf 5399, situated in the Township of Ennerdale Extension 9, Registration Division IQ, Transvaal, being 54 Samuel Street, Ennerdale Extension 9, measuring 5 399 (one thousand three hundred and ninety-nine) square metres.

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

A detached single storey brick built residence with tiled roof, comprising kitchen, lounge/dining-room, dressing-room, separate toilet, four bedrooms, two bathrooms with outbuildings with similar construction comprising two garages.

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

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

Dated at Johannesburg on this 27th day of 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 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/bt/F.109.)

Case 30664/94
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 **Nemokula, Vhonani Judas**, Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office, Boksburg, on 3 March 1995 at 11:15, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff, Boksburg, 182 Leeuwpoot Street, Boksburg, prior to the sale:

Certain: Erf 1276, situated in the Township of Dawn Park Extension 23, Registration Division IR, Transvaal, being 3 Hakea Close, Dawn Park Extension 23, Boksburg, measuring 800 (eight hundred) square metres.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: A detached single storey brick built residence with tiled roof, comprising kitchen, lounge/dining-room, family room, three bedrooms, two bathrooms with outbuildings with similar construction comprising of a 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 27th 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 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/fp/N291.)

Case 28432/94
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 **Stander, Hendrik Lukas Christiaan Beyers**, First Execution Debtor, and **Stander, Aletta Wilhelmina Christina**, 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 in front of the Magistrate's Court, Pollock Street, Randfontein, on 3 March 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: Holding 16, situated in the Township of Dwarskloof Agricultural Holdings, Registration Division IQ, Transvaal, being Holding 16, Dwarskloof Agricultural Holdings, Randfontein, measuring 3,2050 (three comma two nought five nought hectares).

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: A detached single storey brick built residence with tiled roof, comprising kitchen, lounge/dining-room, family room, laundry, 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 this 27th 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 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/fp/S608.)

Case 6103/94
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 **Setere, John Letladi**, Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office, Boksburg, on 3 March 1995 at 11:15, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff, Boksburg, 182 Leeuwpoot Street, Boksburg, prior to the sale:

Certain: Stand 6353, situated in the Township of Vosloorus Extension 9, Registration Division IR, Transvaal, being 6353 Vosloorus Extension 9, Boksburg, measuring 280 (two hundred and eighty) 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 this 27th day of January 1995.

B. W. Webber, for Ramsy, Webber & Company, Plaintiff's Attorneys, Fifth Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/fp/S.509.)

33404/93
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 **Nocuze, Mfanelo Walter**, First Execution Debtor, and **Nocuze, Alice Puseletso**, Second Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office, Boksburg, on 3 March 1995 at 11:15, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff, Boksburg, 182 Leeuwpoot Street, Boksburg, prior to the sale:

Certain: Erf 17605, situated in the Township of Vosloorus Extension 25, Registration Division IR, Transvaal, being 17605 Lekgatsi Crescent, Vosloorus Extension 25, Boksburg, measuring 276 (two hundred and seventy-six) square metres.

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

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

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

Dated at Johannesburg this 27th 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 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/N222/fp.)

Case 15608/94
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 **Mavuso, Mandla Abel**, Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Sheriff's office, Boksburg, on 3 March 1995 at 11:15, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff, Boksburg, 182 Leeuwpoot Street, Boksburg, prior to the sale:

Certain: All right, title and interest in and to the leasehold in respect of Erf 12734, situated in the Township of Vosloorus Extension 23, Registration Division IR, Transvaal, being 12734 Theko Street, Vosloorus Extension 23, Boksburg, measuring 468 (four hundred and sixty-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, 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 27th 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 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/fp/M875.)

Case 15618/94
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 **Xaba Sipho David**, First Execution Debtor, and **Nkosi Johan Vusi**, Second Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Sheriff's office, Boksburg, on 3 March 1995 at 11:15, of the undermentioned property of the Defendants on the conditions which will lie for inspection at the offices of the Sheriff, Boksburg, 182 Leeuwpoot Street, Boksburg, prior to the sale:

Certain: Erf 6476 (previously Site 6476), situated in the Township of Vosloorus Extension 9, Registration Division IQ, Transvaal, being 6476 Vosloorus Extension 9, Boksburg, measuring 308 (three hundred and eight) square metres.

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

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

Terms: 10% (ten per centum) of the purchase price in cash on the day of sale, the balance payable against registration of transfer, to be secured by a bank, building society or other acceptable guarantee to be furnished within 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 27th 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 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/fp/X.8.)

Case 22952/93
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 **Nicholls: William Henry**, 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 7 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, Alberton, First Floor, Terrace Building, Terrace Street, New Redruth, Alberton, and at the Magistrate's Court, prior to the sale:

Certain: Erf 806, situated in the Township of Roodekop, Registration Division IR, Transvaal, being 35 Reedbok 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 single-storey brick built residence with tiled roof, comprising kitchen, lounge/dining-room, three bedrooms, bathroom with outbuildings with similar construction comprising garage, car-port, toilet and swimming-pool.

Terms: 10% (ten per centum) of the purchase price in cash on the day of sale, the balance payable against registration of transfer, to be secured by a bank, building society or other acceptable guarantee to be furnished within fourteen (14) days from 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 30th 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 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/fp/N185.)

Case 27899/92
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 **Phala, Siphwe Samuel**, First Execution Debtor, and **Phala, Jane Nokuthula**, Second Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Sheriff's office, Boksburg, on 3 March 1995 at 11:15, of the undermentioned leasehold of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff, Boksburg, 182 Leeuwpoot Street, Boksburg, prior to the sale:

Certain: All right, title and interest in and to the leasehold in respect of Erf 12850, situated in the Township of Vosloorus Extension 23, Registration Division IR, Transvaal, being 12850, Vosloorus Extension 23, Boksburg, measuring 536 (five hundred and thirty-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, three bedrooms and bathroom.

Terms: 10% (ten per centum) of the purchase price in cash on the day of sale, the balance payable against registration of transfer, to be secured by a bank, building society or other acceptable guarantee to be furnished within 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 27th 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 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/bt/P.133.)

Case 19636/94
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 **Molefe, Sibilon Paulos**, Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office, Boksburg, on 3 March 1995 at 11:15, of the undermentioned leasehold of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff, Boksburg, 182 Leeuwpoot Street, Boksburg, prior to the sale.

Certain all right, title and interest in and to the leasehold in respect of Erf 1313, situated in the Township of Vosloorus Extension 3, Registration Division IR, Transvaal, being 1313 Mailola Park, Vosloorus Extension 3, Boksburg, measuring 288 (two hundred and eighty-eight) square metres.

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

Terms: 10% (ten per centum) of the purchase price in cash on the day of sale; the balance payable against registration of transfer, to be secured by a bank, building society or other acceptable guarantee to be furnished within 14 (fourteen) days from 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 27th 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/bt/M.905.)

Case 20268/94
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 **Gopane, Sethunya Israel**, Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office, Boksburg, on 3 March 1995 at 11:15, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff, Boksburg, 182 Leeuwpoot Street, Boksburg, prior to the sale.

Certain Lot 17200, situated in the Township of Vosloorus Extension 25, Registration Division IR, Transvaal, being 17200 Vosloorus Extension 25, Boksburg, measuring 589 (five hundred and eighty-nine) square metres.

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

Terms: 10% (ten per centum) of the purchase price in cash on the day of sale, the balance payable against registration of transfer, to be secured by a bank, building society or other acceptable guarantee to be furnished within 14 (fourteen) days from 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 26th 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.193.)

VERKOPING IN EKSEKUSIE

Sal gehou word te Balju, Lochstraat 51, Meyerton, op Donderdag, 23 Februarie 1995 om 10:00.

Eksekusieskuldeiser—Noordelike Vaal Metropolitaanse Substruktuur, voorheen Stadsraad van Randvaal

Die hiernagenoemde eiendomme sal individueel te koop aangebied word, die wesentlike verkoopvoorwaardes synde:

- (a) Geen waarborg of onderneming word gegee met betrekking tot die aard van die verbeteringe nie.
- (b) Die verkoping moet per openbare veiling, sonder reserwes en voetstoots geskied.
- (c) Die koper moet onmiddellik na die verkoping die verkoopvoorwaardes wat by die kantoor van die Balju, Lochstraat 51, Meyerton, ter insae lê, onderteken.
- (d) Die koper moet alle bedrae wat nodig is om oordrag van die eiendom te bewerkstellig, insluitende alle oordragkoste, oordragbelasting, belasting, munisipale belasting, lisensies, sanitêre gelde, rente en Belasting op Toegevoegde Waarde (indien van toepassing) betaal.
- (e) 10% (tien persent) van die koopprijs moet as deposito daarvan betaal word of indien die koopprijs minder as R10 000, dan is die totale koopprijs, tesame met die veilingkoste van die Balju van die Landdroshof, synde 4% van die koopprijs en Belasting op Toegevoegde Waarde (indien van toepassing) beide onmiddellik na die verkoping, in kontant of per bankgewaarborgde tjek, betaalbaar en die onbetaalde balans van die koopprijs tesame met rente op die voorkeurskuldeiser se eise soos uiteengesit in Reël 43 (7) (a) van die Hofreëls moet vanaf die datum van die verkoping tot datum van betaling deur 'n bank- of bouverenigingwaarborg binne 14 (veertien) dae vanaf die datum van verkoping betaal of gesekureer word.
- (f) Die eiendom moet onderhewig aan enige huurkontrak of ander saaklike reg in rangorde volgens die vonniskskuldeiser se verband verkoop word, andersins moet die eiendom sonder enige sodanige huurkontrak of ander saaklike reg verkoop word. Indien die eksekusieskuldeiser die koper is, moet die eiendom sonder enige huur verkoop word. Die koper se reg tot okkupasie moet slegs teen die okkupant uitvoerbaar wees.
- (g) By gebreke aan voldoening aan die bepalinge van die verkoopvoorwaardes, moet die koper die deposito waarna verwys in (e) hierbo verbeur ten gunste van die eksekusieskuldeiser, sonder benadeling van enige eis teen hom vir skadevergoeding, so nie sal die eksekusieskuldeiser geregtig wees om die verkoping af te dwing.

Saak: 1031/1992.

Vonnisskuldenaar: Nico Johannes Bosch.

Eiendom: Hoewe 90, Highbury, Registrasieafdeling IR, Transvaal, grootte 4 047 (vierduisend sewe-en-veertig) vierkante meter, gehou kragtens T13259/1986.

Beskrywing: Onverbeterde perseel.

Sonering: Residensieel.

Saak: 1086/1994.

Vonnisskuldenaar: Robert Gilbert.

Eiendom: Erf 174, Henley on Klip, Registrasieafdeling IR, Transvaal, grootte 2 032 (twee duisend twee-en-dertig) vierkante meter, gehou kragtens T16076/1961.

Beskrywing: Onverbeterde perseel.

Sonering: Residensieel.

Saak: 1600/1993.

Vonnisskuldenaar: Izak Gerhardus Theron, en Anna Susanna Petronella Theron.

Eiendom: Erf 135, Klipwater, Registrasieafdeling IR, Transvaal, grootte 2,0216 (twee komma nul twee een ses) hektaar, gehou kragtens T4726/1986.

Beskrywing: Onverbeterde perseel.

Sonering: Residensieel.

Saak: 242/1994.

Vonnisskuldenaar: Desmond Neville Page.

Eiendom: Erf 220, Henley On Klip, Registrasieafdeling IR, Transvaal, grootte 2 974 (twee duisend nege honderd vier-en-sewentig) vierkante meter, gehou kragtens T9935/1984.

Beskrywing: Onverbeterde persele.

Sonering: Residensieel.

Saak: 932/1993.

Vonnisskuldenaar: **Cornelius Simon van der Watt.**

Eiendom: Erf 92, Klipwater, Registrasieafdeling IR, Transvaal, grootte 1 319 (eenduisend driehonderd en negentien) vierkante meter, gehou kragtens T21878/1984.

Beskrywing: Onverbeterde persele.

Sonering: Residensieel.

Saak: 1325/1994.

Vonnisskuldenaar: **Helga Maureen Neumann.**

Eiendom: Erf 226, Henley On Klip, Registrasieafdeling IR, Transvaal, grootte 2 974 (tweeënduisend negeënhonderd vier-en-sewentig) vierkante meter, gehou kragtens T27379/1984.

Beskrywing: Onverbeterde perseel.

Sonering: Residensieel.

Saak: 1649/1994.

Vonnisskuldenaar: **Hilton Desmond Green.**

Eiendom: Erf 960, Henley On Klip, Registrasieafdeling IR, Transvaal, grootte 4 064 (vierduisend vier-en-sestig) vierkante meter, gehou kragtens T44652/1982.

Beskrywing: Onverbeterde perseel.

Sonering: Residensieel.

Saak: 1326/1994.

Vonnisskuldenaar: **Celkay Inv (Pty) Limited.**

Eiendom: Erf 136, Highbury, Registrasieafdeling IR, Transvaal, grootte 2 966 (tweeënduisend negeënhonderd ses-en-sestig) vierkante meter, gehou kragtens T20142/1978.

Beskrywing: Onverbeterde perseel.

Sonering: Residensieel.

Saak: 1535/1994.

Vonnisskuldenaar: **Brian Smith, en Kathleen Smith.**

Eiendom: Erf 806, Henley On Klip, Registrasieafdeling IR, Transvaal, grootte 4 064 (vierduisend vier-en-sestig) vierkante meter, gehou kragtens T5383/1986.

Beskrywing: Onverbeterde perseel.

Sonering: Residensieel.

Saak: 433/1994.

Vonnisskuldenaar: **Lorenzo Ghidini.**

Eiendom: Erf 535, Gedeelte 34, Henley On Klip, Registrasieafdeling IR, Transvaal, grootte 3 968 (drieduisend negeënhonderd agt-en-sestig) vierkante meter, gehou kragtens T12238/1984.

Beskrywing: Onverbeterde perseel.

Sonering: Residensieel.

Saak: 1536/1994.

Vonnisskuldenaar: **Rosemary Joan Collins.**

Eiendom: Erf 1011, Henley On Klip, Registrasieafdeling IR, Transvaal, grootte 4 064 (vierduisend vier-en-sestig) vierkante meter, gehou kragtens T45618/1973.

Beskrywing: Onverbeterde perseel.

Sonering: Residensieel.

Gedateer te Highbury hierdie 31ste dag van Januarie 1995.

A. W. J. Everson, Eksekusieskuldeiser, Noordelike Vaal Metropolitaanse Substruktuur, voorheen Stadsraad van Randvaal, Rooibokstraat 56, Highbury, Posbus 555, Randvaal. [Tel. (016) 66-0323.] (Verw. mev. Wagner.)

Saak 21813/94

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

In die saak tussen **Saambou Bank Beperk**, Eiser, en **Johanna Jacoba Dockendorff**, Verweerderes

Kennis word hiermee gegee dat ingevolge 'n uitspraak van die Hooggeregshof van Suid-Afrika (Transvaalse Provinsiale Afdeling) in bogemelde saak, op 9 November 1994 en ter uitvoering van 'n lasbrief tot uitwinning sal die Balju, Pretoria-Wes, op 2 Maart 1995 om 10:00, te Olivettigebou 607, hoek van Pretorius- en Schubartstraat, Pretoria, verkoop:

Sekere Resterende gedeelte van Erf 219, geleë in die dorp Daspoort, Registrasieafdeling JR, Transvaal, met straatadres bekend as Jenningsstraat 640, Daspoort, groot 832 (agthonderd twee-en-dertig) vierkante meter.

Sonering: Spesiale woon.

Die eiendom is verbeter en bestaan uit 'n woonhuis bestaande uit sitkamer, eetkamer, portaal, kombuis, opwasplek, drie slaapkamers, twee badkamers met w.k., twee motorhuise, motorafdak, twee stoorkamers, bediendekamer en w.k.

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

Gemelde eiendom sal verkoop word op die voorwaardes wat uitgelees sal word deur die Balju ten tye van die verkoping, welke voorwaardes nagegaan kan word by die kantore van die Balju, te Olivettigebou 607, hoek van Pretorius- en Schubartstraat, Pretoria.

Dayson, Prokureurs vir Eiser, Leopont, Kerkstraat-Oos 451, Pretoria. (Tel. 322-8600.) [Verw. T. du Plessis/AN (FF 0187).]

Saak 3402/94

IN DIE LANDDROSHOF VIR DIE DISTRIK WITBANK GEHOU TE WITBANK

In die saak tussen **Khayaletu Home Loans (Pty) Limited**, Eiser, en **Elizabeth Poppie Mahlangu**, Verweerder

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

Erf 2618, tesame met die verbeteringe of geboue daarop geleë in die dorpsgebied Kwa-Guqa-uitbreiding 4, gehou kragtens Grondbrief T58015/92, grootte 200 (twee nul nul) 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 slaapkamer.

Die wesentlike voorwaardes van verkoop is:

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

Gedateer te Witbank op hierdie 25ste dag van Januarie 1995.

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

Saak 23736/94

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Witwatersrandse Plaaslike Afdeling)

In die saak tussen **Transnet Beperk**, Eiser, en **Phatang: Lawrence Makhetha**, Eerste Verweerder, en **Phatang: Nothwabu Maria**, 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 Balju, Rotterdamstraat 23, Evander, op 8 Maart 1995 om 14:00, van die ondervermelde eiendom van die Verweerders 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 Evander, voor die verkoping ter insae sal lê:

Sekere Erf 4504, Embalenhle-uitbreiding 9-dorpsgebied, Evander, Registrasieafdeling IS, Transvaal, groot 546 (vyf vier ses) vierkante meter.

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

Woonhuis bestaande uit sitkamer, eetkamer, kombuis, drie slaapkamers, badkamer en twee toilette. Buitegebou 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-, 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 (twintigduisend 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 19de dag van Januarie 1995.

Van Wyk De Vries, Eiser se Prokureurs, 42ste Verdieping, Carltonsentrum, Johannesburg. (Tel. 331-9128.) (Verw. M. Postma/jf Z17524.)

Case 12257/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Frederick Meiring**, Defendant

A sale in execution of the undermentioned property is to be held at offices of De Klerk, Vermaak & Partners, Overvaal Building, 25 Kruger Street, Vereeniging, on Thursday, 9 March 1995 at 10:00:

Full conditions of sale can be inspected at the Sheriff Vereeniging at the above address and will be read out prior to the sale.

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

Property: Holding 2, Harmoniesrus Agricultural Holdings, Registration Division IQ, Transvaal.

Improvements: Single storey, five bedrooms, two kitchens, two lounges, family room, three bathrooms, two kitchens, two lounges, family room, three bathrooms, dining-room, two garages, four carports and swimming-pool.

Hack Stupel & Ross, Attorneys for the Plaintiff, P.O. Box 2000, Pretoria. [Tel. (012) 325-4185.] (Ref. Mr B. du Plooy/LVDM/GT1717.)

Case 24376/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Pule Christopher Twala**, First Defendant, and
Nomthayi Jeannie Twala, Second Defendant

A sale in execution of the undermentioned property is to be held at in front of the main entrance to the Magistrate's Court, Genl. Hertzog Street, Vanderbijlpark, on 3 March 1995 at 10:00:

Full conditions of sale can be inspected at the offices of the Sheriff of the Supreme Court, Vanderbijlpark, Suite C, 5 Rietbok Building, Genl. Hertzog Street, Vanderbijlpark and will be read out by the Sheriff, prior to the sale.

The Execution.

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

Property: All right, title and interest in the leasehold in respect of Stand 11461, Sebokeng, Unit 7 Township, Registration Division IQ, Transvaal, measuring 263 square metres, held by virtue of Deed of Transfer TL54811/93.

Improvements: Two bedrooms, kitchen and lounge.

Hack Stupel & Ross, Attorneys for the Plaintiff, P.O. Box 2000, Pretoria. [Tel. (012) 325-4185.] (Ref. Du Plooy/sv/GT2129.)

Case 12854/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Mashack Samson Mofokeng**, First Defendant, and
Philda Nomsombuluka Mofokeng, Second Defendant

A sale in execution of the undermentioned property is to be held at the main entrance to the Magistrate's Court, General Hertzog Street, Vanderbijlpark, on Friday, 17 March 1995 at 10:00:

Full conditions of sale can be inspected at the Sheriff Vanderbijlpark, 5 Rietbok Building, General Hertzog Street, Vanderbijlpark and will be read out prior to the sale.

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

Property: All right, title and interest in the leasehold in respect of Stand 4557, Sebokeng, Unit 12 Township, Registration Division IQ, Transvaal.

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

Hack Stupel & Ross, Attorneys for the Plaintiff, P.O. Box 2000, Pretoria. [Tel. (012) 325-4185.] (Ref. Mr B. du Plooy/LVDM/GT1733.)

Case 24463/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Mokoatsi Lydia Kopanye**, Defendant

A sale in execution of the undermentioned property is to be held at the main entrance Magistrate's Court, General Hertzog Street, Vanderbijlpark, on Friday, 17 March 1995 at 10:00:

Full conditions of sale can be inspected at the Sheriff Vanderbijlpark, Suite C, 5 Rietbok Building, General Hertzog Street, Vanderbijlpark, and will be read out prior to the sale.

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

Property: All right, title and interest in the leasehold in respect of Lot 18, Sebokeng, Unit 6 Extension 5 Township, Registration Division IQ, Transvaal.

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

Hack Stupel & Ross, Attorneys for the Plaintiff, P.O. Box 2000, Pretoria. [Tel. (012) 325-4185.] (Ref. Mr B. du Plooy/LVDM/GT2120.)

Saak 8763/91

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **O.T.K. (Koöperatief) Beperk**, Eiser, en **Dennis van Rooyen**, Verweerder

Ingevolge 'n uitspraak van bogenoemde Hof en lasbrief tot eksekusie gedateer 21 Junie 1994, sal die hierondervermelde eiendom geregteelik verkoop word op Vrydag, 24 Februarie 1995 om 09:00, te die Landdroeskantoor, Dolomietstraat, Delmas, aan die persoon wat die hoogste aanbod maak:

Die plot Droogefontein AH 26, Registrasieafdeling IR, Transvaal, groot 1,6179 hektaar, gehou onder Titellakte T1103/1992.

Die volgende inligting word verstrek maar nie gewaarborg nie: Die eiendom is onverbeterd.

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

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

Ernst J. V. Penzhorn, Prokureur vir Eiser, Tweede Verdieping, Unitedgebou, Esselenstraat 291, Sunnyside, Pretoria. (Tel. 341-3290/1.) (Verw. HA0041.)

Saak 174/94

IN DIE LANDDROSHOF VIR DIE DISTRIK KRIEL GEHOU TE KRIEL

In die saak tussen **ABSA Bank**, Eiser, en **Jan David Opperman**, Verweerder

Ingevolge 'n vonnis in die Landdroshof van Kriel, en 'n lasbrief vir eksekusie gedateer 8 November 1994, word die ondergemelde vaste eiendom in eksekusie verkoop te die Landdroskantoor, Kriel, op 1 Maart 1995 om 11:00, aan die hoogste bieder:

Erf 1655, Kriel-uitbreiding 5, welke eiendom geleë is te Cedarwoodstraat 11, Kriel.

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

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

Geteken te Kriel op hierdie 27ste dag van Januarie 1995.

C. J. van der Merwe, vir Lou van der Merwe, Prokureur vir Eiser, Suite 2, Eskom Plaza, Kriel, 2271.

Saak 1751/94

IN DIE LANDDROSHOF VIR DIE DISTRIK BETHAL GEHOU TE BETHAL

In die saak tussen **ABSA Bank Bepersk** (Allied Bank Divisie), Eiser, en **Erasmus Ermanus Vermaak**, Eerste Verweerder, en **Aletta Gertruida Vermaak**, Tweede Verweerder

Ingevolge 'n vonnis van die Landdroshof vir die distrik Bethal, gedateer 3 November 1994 en 'n lasbrief vir eksekusie uitgereik deur die Klerk van die Hof op 16 November 1994, sal die ondervermelde vaste eiendom op Vrydag, 3 Maart 1995 om 11:00, voor die Landdroskantoor, Kamer 83, Bethal, deur die Balju van die Landdroshof, Bethal, verkoop word aan die persoon wat die hoogste bod maak, naamlik:

Resterende Gedeelte van Erf 208, Bethal, Registrasieafdeling IS, Transvaal, groot 1 428 (eenduisend vierhonderd agt-en-twintig) vierkante meter, gehou kragtens Akte van Transport T41064/1990.

Die eiendom is verbeter.

Woonhuis bestaan uit sitkamer, eetkamer, vyf slaapkamers, badkamer met toilet, opwaskamer, kombuis en toegeboe stoept. *Buitegeboue:* Enkelmotorhuis, bediendekamer en toilet.

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

(a) Die koper moet onmiddellik nadat die bod op hom toegeslaan is 10% (tien persent) van die koopprys aan die Balju betaal en vir die balans van die koopprys moet die koper 'n bank- of bouverenigingwaarborg aan die Balju van die Landdroshof, Bethal, lewer binne 14 (veertien) dae na datum van verkoping.

(b) Die koper sal verplig wees om onmiddellik na die bod op hom toegeslaan is, die verkoopvoorwaardes te onderteken.

(c) Die koper sal aanspreeklik wees vir rente, hereregte, transportkoste en agterstallige belastinge indien enige, asook ander uitgawes wat nodig is om transport te laat geskied.

Geteken te Ermelo hierdie 30ste dag van Januarie 1995.

Bekker, Brink & Brink, Unitedgebou, Kerkstraat 60, Privaatsak X9018, Ermelo, 2350. (Verw. mnr. Papenfus/dc/SPV027.)

Case 5562/94

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **John Byron Uffindell**, First Defendant, and **Joyce Uffindell**, Second Defendant

In pursuance of a judgment in the Court of the Magistrate of Benoni and writ of execution dated 9 December 1994, the property listed hereunder will be sold in execution on Wednesday, 1 March 1995 at 11:00, in front of the Magistrate's Court, Harpur Avenue, Benoni, to the highest bidder:

Holding 68, Benoni Agricultural Holdings, Registration Division IR, Transvaal, measuring 2,0235 (two comma nought two three five) hectares, known as 68 Forest Road, Benoni Agricultural Holdings, Benoni.

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

Main building: Residence comprising four bedrooms, two bathrooms, kitchen, lounge, family room and dining-room.

Outbuildings: Swimming-pool. *Fencing:* Precast. *Driveway:* Concrete.

Zoning: Special Residential.

The material conditions of public auction:

1. The sale will be without reserve and voetstoots.

2. The purchaser will pay all costs of and incidental to the transfer of the property into his name including but not limited to municipal rates, transfer duty and VAT, where applicable, and the Sheriff's commission on the sale and the purchaser will at his own expense obtain a certificate of compliance in respect of the electrical installation.

3. A deposit of 10% (ten per cent) of the price, plus costs as in 2 above will be payable by the purchaser immediately after the sale and/or on later request. If the price is R10 000 or less the full price will be paid in place of the deposit. Bank guarantees for the payment of the balance of the price against registration of transfer of the property into the purchaser's name are to be delivered to the transferring attorney within 14 days of the sale date.

4. The purchaser will pay interest at 16% (sixteen per centum) per annum on all preferent creditors' claims which will include the Execution Creditor's claim.

5. Failing compliance with the conditions of sale, the sale may be enforced against the purchaser or alternatively cancelled subject to the purchaser being liable for damages.

6. The sale will be subject to any existing tenancy but if the Execution Creditor is the purchaser the sale will be free of tenancy.

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

Dated at Benoni on this the 25th day of January 1995.

H. J. Falconer, for A. E. Cook, Cook & Falconer, Execution Creditor's Attorneys, Second Floor, Permanent Building, 47 Princes Avenue; P.O. Box 52, Benoni. (Ref. HJF/Miss Narrendas.)

Case 2996/93

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Kenneth Alexander Lewis**, First Defendant, and **Margaret Lewis**, Second Defendant

In pursuance of a judgment in the Court of the Magistrate of Benoni, and writ of execution dated 1 December 1994, the property listed hereunder will be sold in execution on Wednesday, 1 March 1995 at 11:00, in front of the Magistrate's Court, Harpur Avenue, Benoni, to the highest bidder:

A unit consisting of:

(a) Section 6, as shown and more fully described on Section Plan SS74/1977, in the scheme known as Wyvenhoe Gardens in respect of the land and building or buildings situated at Lakefield Extension 18 Township, Benoni Local Authority, the floor area, according to the said sectional plan is 202 (two hundred and two) square metres in extent, known as Unit 6, Wyvenhoe Gardens, Sunny Road, Lakefield Extension 18, Benoni, and field Extension 18, Benoni, 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 ST39038/1992.

No warranty or undertaking is given in relation to the nature of the improvements, which are described as follows: Main building: Bricks under tiles residence comprising three bedrooms, two and a half bathrooms, kitchen, lounge, dining-room. Outbuildings: Garage, servants' ablutions. Fencing: Brick. Driveway: Brick.

The material conditions of public auction:

1. The sale will be without reserve and voetstoets.

2. The purchaser will pay all costs, of and incidental to the transfer of the property into his name including but not limited to municipal rates, transfer duty and VAT, where applicable, and the Sheriff's commission on the sale and the purchaser will at his own expense obtain a certificate of compliance in respect of the electrical installation.

3. A deposit of 10% (ten per cent) of the price, plus costs as in two above will be payable by the purchaser immediately after the sale and/or on later request. If the price is R10 000 or less the full price will be paid in place of the deposit. Bank guarantees for the payment of the balance of the price against registration of transfer of the property into the purchaser's name are to be delivered to the transferring attorney within 14 days of the sale date.

4. The purchaser will pay interest at 16,75% (sixteen comma seven five per cent) per annum on all preferent creditors' claims which will include the execution creditor's claim.

5. Failing compliance with the conditions of sale, the sale may be enforced against the purchaser or alternatively cancelled subject to the purchaser being liable for damages.

6. The sale will be subject to any existing tenancy but if the execution creditor is the purchaser the sale will be free of tenancy.

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

Dated at Benoni on this the 25th day of January 1995.

H. J. Falconer, for A. E. Cook, Cook & Falconer, Execution Creditor's Attorneys, Second Floor, Permanent Building, 47 Princes Avenue; P.O. Box 52, Benoni. (Ref. HJF/Miss Narrendas.)

Case 5010/94

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Michiel Andries van der Merwe**, First Defendant, and **Elsie Maria van der Merwe**, Second Defendant

In pursuance of a judgment in the Court of the Magistrate of Benoni, and writ of execution issued on 31 October 1994, the property listed hereunder will be sold in execution on Friday, 10 March 1995 at 11:00, at the office of the Sheriff of the Magistrate's Court, 439 Prince George Avenue, Brakpan, to the highest bidder:

Erf 1799, Brakpan Township, Registration Division IR, Transvaal, measuring 991 (nine hundred and ninety-one) square metres, known as 73 Northdene Avenue, Brakpan.

No warranty or undertaking is given in relation to the nature of the improvements, which are described as follows: Main building: Residence comprising three bedrooms, two bathrooms, kitchen, lounge, dining-room. Outbuildings: Two carports. Swimming-pool. Fencing: Brick. Zone: Residential 1.

The material conditions of public auction:

1. The sale will be without reserve and voetstoets.
2. The purchaser will pay all costs, of and incidental to the transfer of the property into his name including but not limited to municipal rates, transfer duty and VAT, where applicable, and the Sheriff's commission on the sale and the purchaser will at his own expense obtain a certificate of compliance in respect of the electrical installation.
3. A deposit of 10% (ten per cent) of the price, plus costs as in two above will be payable by the purchaser immediately after the sale and/or on later request. If the price is R10 000 or less the full price will be paid in place of the deposit. Bank guarantees for the payment of the balance of the price against registration of transfer of the property into the purchaser's name are to be delivered to the transferring attorney within 14 days of the sale date.
4. The purchaser will pay interest at 16,50% (sixteen comma five per centum) per annum on all preferent creditors' claims which will include the execution creditor's claim.
5. Failing compliance with the conditions of sale, the sale may be enforced against the purchaser or alternatively cancelled subject to the purchaser being liable for damages.
6. The sale will be subject to any existing tenancy but if the execution creditor is the purchaser the sale will be free of tenancy.
7. The full conditions of the sale may be inspected at Magistrate's Court or at the Sheriff's office.

Dated at Benoni on Dated at Benoni on this the 26th day of January 1995.

H. J. Falconer, for A. E. Cook, Cook & Falconer, Execution Creditor's Attorneys, Second Floor, Permanent Building, 47 Princes Avenue; P.O. Box 52, Benoni. (Ref. HJF/Miss Narrendas.)

Case 3319/91

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

In the matter between **Nedcor Bank Limited** (formerly known as Nedperm Bank Limited), Plaintiff, and **Kama Wilfred Masangwana**, First Defendant, and **Bekhiwe Mina Masangwana**, Second Defendant

In pursuance of a judgment in the Court of the Magistrate of Benoni, and a warrant of execution dated 26 October 1994, the property listed hereunder will be sold in execution on Wednesday, 1 March 1995 at 11:00, in front of the Magistrate's Court, Harpur Avenue, Benoni, to the highest bidder:

All right, title and interest in the leasehold in respect of Erf 3616, Daveyton Township, Registration Division IR, Transvaal, measuring 329 (three hundred and twenty-nine) square metres, known as 3616 Shongwe Street, Daveyton, Benoni.

No warranty or undertaking is given in relation to the nature of the improvements, which are described as follows: Main building: Bricks under iron residence comprising three bedrooms, bathroom, kitchen, lounge. Fencing: Wire. Zoned: Residential.

The material conditions of public auction:

1. The sale will be without reserve and voetstoets.
2. The purchaser will pay all costs, of and incidental to the transfer of the property into his name including but not limited to municipal rates, transfer duty and VAT, where applicable, and the Sheriff's commission on the sale and the purchaser will at his own expense obtain a certificate of compliance in respect of the electrical installation.
3. A deposit of 10% (ten per cent) of the price, plus costs as in two above will be payable by the purchaser immediately after the sale and/or on later request. If the price is R10 000 or less the full price will be paid in place of the deposit. Bank guarantees for the payment of the balance of the price against registration of transfer of the property into the purchaser's name are to be delivered to the transferring attorney within 14 days of the sale date.
4. The purchaser will pay interest at 19,75% (nineteen comma seven five per centum) per annum on all preferent creditors' claims which will include the execution creditor's claim.
5. Failing compliance with the conditions of sale, the sale may be enforced against the purchaser or alternatively cancelled subject to the purchaser being liable for damages.
6. The sale will be subject to any existing tenancy but if the execution creditor is the purchaser the sale will be free of tenancy.
7. The full conditions of the sale may be inspected at Magistrate's Court or at the Sheriff's office.

Dated at Benoni on this the 27th day of January 1995.

H. J. Falconer, for A. E. Cook, Cook & Falconer, Execution Creditor's Attorneys, Second Floor, Permanent Building, 47 Princes Avenue; P.O. Box 52, Benoni. (Ref. HJF/Miss Narrendas.)

Case 22311/94
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 **Sijaji, Lumkile Berie**, First Execution Debtor, and **Sijaji, Sobie 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, Boksburg, on 10 March 1995 at 11:15, of the undermentioned property of the Defendants on the conditions which will lie for inspection at the offices of the Sheriff, Boksburg, 182 Leeuwpoot Street, Boksburg, prior to the sale:

Certain: All right, title and interest in and to the leasehold in respect of Erf 1845, situated in the Township of Vosloorus, Registration Division IR, Transvaal, being 1845 Khoza Street, Vosloorus, Boksburg.

Measuring: 388 (three hundred and eighty-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 metal roof, comprising kitchen, lounge/dining-room, three bedrooms, bathroom with outbuildings with similar construction comprising of a garage and store-room.

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

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

Dated at Johannesburg on this 31st 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 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/fp/S594.)

Case 27810/94
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 **Masondo, Ziga Angeline**, 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 7 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, Alberton, First Floor, Terrace Building, Terrace Street, New Redruth, Alberton, and at the Magistrate's Court, prior to the sale:

Certain: Erf 1074, situated in the Township of Roodepoort, Registration Division IR, Transvaal; being 30 Steenbok Street, Roodekop, Germiston.

Measuring: 805 (eight hundred and five) square metres.

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

A detached single storey brick built residence with tiled roof, comprising kitchen, lounge/dining-room, three bedrooms, two bathrooms with outbuildings with similar construction comprising of double 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 14 (fourteen) days from the date of sale.

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

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

Ramsay, Webber & Company, Plaintiff's Attorneys, Fifth Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/fp/M945.)

Saak 74757/94

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **NBS Bank Beperk**, Eiser, en **M. E. Wide**, Verweerder

Ingevolge 'n vonnis toegestaan in die Landdroshof en 'n lasbrief vir eksekusie gedateer 11 Januarie 1995 uitgereik deur bogemelde Agbare Hof, sal die volgende eiendom verkoop word deur die Balju van die Landdroshof, Wonderboom, Gedeelte 83, De Onderstepoort (noord van Sasko Meule), ou Warmbadpad, Bon Accord, aan die hoogste bieder op 10 Maart 1995 om 11:00:

Deel 20 soos getoon en meer volledig beskryf op Deelplan SS122/85 in die skema bekend as Prenor Park, geleë in die dorpsgebied Pretoria-Noord in die Plaaslike Owerheid van die Stadsraad van Pretoria, groot 63 (drie-en-sestig) vierkante meter, beter bekend as 405 Prenor Park, Britslaan 489, Pretoria-Noord.

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: Tweeslaapkamer woonstel met sitkamer, kombuis, badkamer en toesluit motorhuis.

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 verkoop lê ter insae by die kantoor van die Balju van die Landdroshof, Wonderboom.

Geteken te Pretoria op hierdie 1ste dag van Februarie 1995.

S. E. du Plessis, vir Van der Merwe Du Toit & Fuchs, Prokureurs Eksekusieskuldeiser, 14de Verdieping, Sanlamsentrum, Andriesstraat 252, Pretoria. (Verw. mev. Engels/JR48067.)

Case 69072/93
PH 264

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

In the matter between **First National Bank of S.A. Ltd**, Plaintiff, and **Ntsomphe Paul Hlahane**, First Defendant, and **Eddie Makube Hlahane**, Second Defendant

In execution of a judgment of the Magistrate's Court for the District of Johannesburg, held at Johannesburg, in the above-mentioned suit a sale without reserve will be held by the Sheriff, in front of the Court, Fox Street entrance, on 3 March 1995, of the undermentioned property of the Defendants on the conditions to be read out by the auctioneer in front of the Court, Fox Street entrance, prior to the sale:

Certain Erf 1558, Makapan Street, Moroka, Soweto Township, Registration Division IQ, Transvaal, measuring 328 (three hundred and twenty-eight) square metres, held by Deed of Transfer TL54882/1991.

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

Dining-room, lounge, three bedrooms, bathroom, garage and carport.

The property is zoned Residential.

Terms: 10% (ten per centum) of the purchase price in cash immediately upon the conclusion of the sale, the balance payable against registration of transfer, to be secured by a bank or building society or other acceptable guarantees 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 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 on this the 27th day of January 1995.

Van der Walt & Moll Inc., Plaintiff's Attorneys, 312 Volkskas Building, 76 Market Street, Johannesburg. (Tel. 834-1517.) (Ref. Miss Van Rhyn/MVDS/S537.)

Case 25948/93

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

In the matter between **NBS Bank Limited**, Plaintiff, and **Haverly Desmond Gerald**, First Defendant, and **Haverly Patricia Eileen**, 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 28 December 1993, will be sold in execution on Thursday, 2 March 1995 at 10:00, at the offices of the Sheriff of Supreme Court, 131 Marshall Street, Johannesburg, to the highest bidder:

Erf 214, Mondeor Township, Registration Division IQ, Transvaal, in extent 1 058 square metres, situated at 181 Ormonde Drive, Mondeor, 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: Fitted carpets and tiles.

Rooms: Lounge, dining-room, kitchen, four bedrooms, bathroom, shower and three toilets.

Outbuildings: Servant's, toilet and garage.

Boundary: Concrete walls.

Improvements: None.

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

Dated at Johannesburg on this the 25th day of January 1995.

De Villiers & Co., Ninth Floor, NBS Building, corner of Market and Rissik Streets, Johannesburg. (Tel. 336-3913/4 and 336-3921-2/3.) (Ref. Mr Steyn/810.) (Docex. DX.571.)

Case 25729/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **NBS Bank Limited**, Plaintiff, and **Nkosi Michael**, First Defendant, and **Nkosi Simangele Gladys**, 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 20 January 1995, will be sold in execution on Thursday, 2 March 1995 at 10:00, at the offices of the Sheriff of Supreme Court, 131 Marshall Street, Johannesburg, to the highest bidder:

Erf 6324, Ermdeni Extension 2 Township, Registration Division IQ, Transvaal, in extent 294 (two hundred and ninety-four) square metres, situated at 6324 Ermdeni 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 toilet.

Outbuildings: None.

Boundary: Fenced.

Improvements: None.

Conditions of sale: The purchase price will be payable as to a deposit in cash of 10% (ten per centum) and the balance against transfer. The full conditions of sale which will be read immediately prior to the sale, may be inspected at the Sheriff's Office, 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 this the 26th day of January 1995.

De Villiers & Co., Ninth Floor, NBS Building, corner of Market and Rissik Streets, Johannesburg. (Tel. 336-3913/4 and 336-3921/2/3.) (Ref. Mr Steyn/1215.) (Docex. DX.571.)

Saak 44294/94

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **Stadsraad van Pretoria**, Eksekusieskuldeiser, en **J. A. van Wyngaardt**, Eksekusieskuldenaar

Kragtens 'n uitspraak in die Hof van die Landdros, Pretoria en 'n lasbrief vir eksekusie gedateer 28 Julie 1994, sal die onderstaande eiendom op 2 Maart 1995 om 10:00, te die kantoor van die Balju, Pretoria-Wes, Kamer 603A, Sesde Verdieping, Olivettihuis, hoek van Schubart- en Pretoriusstraat, Pretoria, geregtelik verkoop word aan die hoogste bieder, naamlik:

Die eiendom wat verkoop word bestaan uit: Erf 3266/11 geleë in die dorpsgebied Elandsport, Registrasieafdeling JR, Transvaal, bekend as Morewagoord 3, Elandsport.

Gesoneer vir 2C Eenhede/Groepsbehuising, slegs woonhuis.

Beskrywing: Woonhuis bestaande uit sitkamer/eetkamer, kombuis, badkamer/toilet, twee slaapkamers, garage en toilet.

Verbandhouer(s): Saamboubank, Saamboupark, Sanlamstraat 2, Lynnwood Manor.

Terme: Die verkoopvoorwaardes wat op die verkoping betrekking het, lê ter insae by die Balju, Landdroshof, Pretoria-Wes, Kamer 603A, Sesde Verdieping, Olivettihuis, hoek van Schubart- en Pretoriusstraat, Pretoria.

Die belangrikste voorwaardes daarin vervat is die volgende: 'n Kontant deposito van 10% (tien persent) van die koopprys is betaalbaar op die dag van die veiling, die balans verseker te word by wyse van 'n bank- of bougenootskapwaarborg in 'n vorm aanvaarbaar vir Eiser se prokureur en wat betaalbaar moet wees teen registrasie van transport in die koper se naam.

Gedateer te Pretoria op hede die 19de dag van Januarie 1995.

Dyason, Eiser se Prokureurs, Dyason, Leopont, Kerkstraat-Oos 451, Pretoria. (Verw. MJL/mev. Botha/VF0422.)

Saak 6224/94

IN DIE LANDDROSHOF VIR DIE DISTRIK VANDERBIJLPARK GEHOU TE VANDERBIJLPARK

In die saak tussen **De Klerk Vermaak & Vennote Ing.**, Eiser, en **Klaus Jurgen Angelbauer**, 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 10:00, te die Baljukantoor, Beaconsfieldlaan 41A, Vereeniging, per publieke veiling deur die Balju van die Landdroshof verkoop word:

Erf 130, Bedworthpark, Vereeniging, Registrasieafdeling IQ, tesame met die verbeteringe of geboue daarop geleë in die dorpsgebied Vereeniging, gehou kragtens Akte van Transport T51073/94, grootte 2 506 vierkante meter.

Verbeterings (ten opsigte waarvan egter geen waarborg gegee word nie): Losstaande baksteenwoonhuis onder teëldak bestaande uit sitkamer, eetkamer, studeerkamer, drie badkamers, stort, kombuis en vyf slaapkamers, patio, motorhuis met plaveisel oprit, swembad en gewone buitegeboue.

Die wesentlike voorwaardes van verkoop is:

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

Gedateer te Vanderbijlpark hierdie 1ste dag van Februarie 1995.

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

Case 246/91

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

In the matter between **NBS Bank Limited**, Plaintiff, and **Paul Johannes Els**, First Defendant, and **Chantelle Els**, Second Defendant

A sale in execution will be held on 24 February 1995 at 11:00, at Wonderboom, Portion 83, De Onderstepoort, Bon Accord, of:

Erf 615, situated in the Township of The Orchards Extension 10, Registration Division JR, Transvaal, measuring 1 654 square metres, known as 23 Scott Street, The Orchards Extension 10.

The following improvements are reported to be on the property, but nothing is guaranteed: Dwelling single storey with attic floor, brick walls, thatch roof, clay tiles, lounge, dining-room, kitchen, pantry, three bedrooms, bathroom, shower, w.c., entrance hall, scullary, laundry, covered stoep, two garages, outside w.c., store, brick and screenwalls, brick drive and pavings.

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

Solomon, Nicolson, Rein & Verster, Plaintiff's Attorney. (Ref. Mr Stolp/RH/M.8927.)

Case 7799/91

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

In the matter between **Soetgeluk Kwekery**, Plaintiff, and **Petrus Jacobus van Zyl**, Defendant

In pursuance of a judgment in the Magistrate's Court, Krugersdorp, and writ of execution dated 28 January 1992, the following property will be sold in execution on Wednesday, 1 March 1995 at 10:00, at the Sheriff's Offices, Klaburn Court, 22B Ockerse Street, Krugersdorp, to the highest bidder, viz:

Portion 55, Farm 172 Zwartkrans, Registration Division IQ, Transvaal, in extent 31,1005 (thirty-one comma one nought nought five) hectares, held by the Defendant under Deed of Transfer T22222/90, upon which is erected a single-storey dwelling-house, brick under thatched roof, consisting of two bedrooms, lounge, bathroom, kitchen, two servants' rooms, three store-rooms and carport. No guarantee is however given in regard to the aforesaid description.

Terms: 10 000 (ten thousand rand) in cash at the time of the sale and the balance against registration of transfer to be secured by an approved bank or building society 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, Krugersdorp, Klaburn Court, 22B Ockerse Street, Krugersdorp.

B. J. Kaplan, for Van der Merwe Cronje & Kaplan, Attorneys for the Plaintiff, 79 Von Brandis Street, Krugersdorp. (Tel. 953-1010.) (Ref. Mr Kaplan.)

Saak 9812/94

IN DIE LANDDROSHOF VIR DIE DISTRIK ROODEPOORT GEHOU TE ROODEPOORT

In die saak tussen **Khayaletu Homes (Pty) Ltd**, Eiser, en **Christian Richard Tshabalala**, Eerste Verweerder, en **Matsepe Rebecca Tshabalala**, Tweede Verweerder

Ooreenkomstig 'n vonnis van die Landdros in bogemelde Agbare Hof en 'n lasbrief tot uitwinning, sal alle reg, titel en belang in en ten opsigte van die Huurpag geregistreer oor die ondergenoemde eiendom as 'n eenheid op 3 Maart 1995 om 10:00, per publieke veiling deur die Balju, Roodepoort, te 182 Progressweg, Roodepoort, verkoop word:

Erf 9913, Dobsonville-uitbreiding 3, tesame met die verbeteringe of geboue daarop geleë in die dorpsgebied Roodepoort, gehou kragtens Grondbrief TL32218/89, grootte 290 (tweehonderd en negentig) vierkante meter.

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

Die wesentlike voorwaardes van verkoop is:

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

Gedateer te Roodepoort op hierdie 27ste dag van Januarie 1995.

H. C. Coetzee, vir Bezuidenhout & Van Zyl, p.a. Claassen Coetzee, Eerste Verdieping, NBS-gebou, Kerkstraat, Roodepoort. (Verw. HCC/LE/1295/94.)

Saak 11109/94

IN DIE LANDDROSHOF VIR DIE DISTRIK ROODEPOORT GEHOU TE ROODEPOORT

In die saak tussen **NBS Bank Bpk.**, Eiser, en **Gysbert van Rooyen Gericke**, Eerste Verweerder, en **Elizabeth Francina Gericke**, Tweede Verweerder

Ter uitwinning van 'n vonnis in die Landdroshof, Roodepoort, in bogemelde saak op 11 November 1994 sal 'n verkoping gehou word op 3 Maart 1995 om 10:00, by die verkoopslokaal van die Balju, Progresslaan 182, Technikon, Roodepoort, van die ondervermelde eiendom van die Verweerders onderworpe aan die voorwaardes wat deur die Balju, Roodepoort, gelees sal word ten tye van die verkoping welke voorwaardes by die Baljukantoor, Roodepoort, ter insae sal lê:

Erf 185, Georginia, groot 518 (vyfhonderd-en-agtien) vierkante meter, gehou deur Verweerders kragtens Akte van Transport T52111/91.

Die eiendom is gesoneer Residensieel 1, en is geleë te Sesde Laan 130, Georginia, en bestaan uit 'n sitkamer, eetkamer, badkamer, drie slaapkamers, gang, kombuis, bediendekamer, sinkdak met baksteenmure en staalvensterrame, alhoewel geen waarborg in hierdie verband gegee word nie.

Voorwaardes: 10% (tien persent) van die koopprys en afslaersgelde in kontant op die dag van die verkoping en die balans teen registrasie van transport. Ten opsigte van die balans moet 'n bankwaarborg of ander aanneembare waarborg binne 21 dae vanaf die datum van die verkoping aan die Balju verskaf word. Die volledige verkoopvoorwaardes kan ingesien word ten kantore van die Balju, Progresslaan 182, Technikon, Roodepoort.

Gedateer te Roodepoort op die 27ste dag van Januarie 1995.

H. C. Coetzee, vir Claassen Coetzee, Eiser se Prokureurs, Eerste Verdieping, NBS-gebou, Kerkstraat, Posbus 303, Roodepoort. (Tel. 760-1065.) (Verw. HCC/LE/1625/94/BG538.)

Saak 7107/94

IN DIE LANDDROSHOF VIR DIE DISTRIK ROODEPOORT GEHOU TE ROODEPOORT

In die saak tussen **NBS Bank Bpk.**, Eiser, en **Susara Yolande Pieterse**, Verweerder

Ter uitwinning van 'n vonnis in die Landdroshof, Roodepoort, in bogemelde saak op 19 Augustus 1994 sal 'n verkoping gehou word op 3 Maart 1995 om 10:00, by die verkoopslokaal van die Balju, Progresslaan 182, Technikon, Roodepoort, van die ondervermelde eiendom van die Verweerder onderworpe aan die voorwaardes wat deur die Balju, Roodepoort, gelees sal word ten tye van die verkoping welke voorwaardes by die Baljukantoor, Roodepoort, ter insae sal lê:

Gedeelte 2 van Erf 85, Hamberg, groot 1 339 (eenduisend driehonderd nege-en-dertig) vierkante meter, gehou deur Verweerder kragtens Akte van Transport T29876/93.

Die eiendom is gesoneer Residensieel 1, en is geleë te Eloffstraat 16, Hamberg, en bestaan uit 'n sitkamer, badkamer, drie slaapkamers, gang, kombuis, sementdak, baksteenmure en staalvensterrame, alhoewel geen waarborg in hierdie verband gegee word nie.

Voorwaardes: 10% (tien persent) van die koopprys en afslaersgelde in kontant op die dag van die verkoping en die balans teen registrasie van transport. Ten opsigte van die balans moet 'n bankwaarborg of ander aanneembare waarborg binne 21 dae vanaf die datum van die verkoping aan die Balju verskaf word. Die volledige verkoopvoorwaardes kan ingesien word ten kantore van die Balju, Progresslaan 182, Technikon, Roodepoort.

Gedateer te Roodepoort op die 27ste dag van Januarie 1995.

H. C. Coetzee, vir Claassen Coetzee, Eiser se Prokureurs, Eerste Verdieping, NBS-gebou, Kerkstraat, Posbus 303, Roodepoort. (Tel. 760-1065.) (Verw. HCC/LE/853/94/BP589.)

Saak 6259/94

IN DIE LANDDROSHOF VIR DIE DISTRIK ROODEPOORT GEHOU TE ROODEPOORT

In die saak tussen **NBS Bank Bpk.**, Eiser, en **A. G. Robinson**, Eerste Verweerder, en **L. M. Robinson**, Tweede Verweerder

Ter uitwinning van 'n vonnis in die Landdroshof, Roodepoort, in bogemelde saak op 11 Julie 1994 sal 'n verkoping gehou word op 3 Maart 1995 om 10:00, by die verkoopslokaal van die Balju, Progresslaan 182, Technikon, Roodepoort, van die ondervermelde eiendom van die Verweerders onderworpe aan die voorwaardes wat deur die Balju, Roodepoort, gelees sal word ten tye van die verkoping welke voorwaardes by die Baljukantoor, Roodepoort, ter insae sal lê:

Erf 185, Maraisburg, groot 991 (negehonderd een-en-negentig) vierkante meter, gehou deur Verweerder kragtens Akte van Transport T61900/92.

Die eiendom is gesoneer Residensieel 1, en is geleë te Tweede Straat 2, Maraisburg, en bestaan uit 'n sitkamer, eetkamer, badkamer, drie slaapkamers, kombuis, opwaskamer, bediendekamer, dubbelmotorhuis, teëldak met gepleisterdemure en staalvensters, alhoewel geen waarborg in hierdie verband gegee word nie.

Voorwaardes: 10% (tien persent) van die koopprys en afslaersgelde in kontant op die dag van die verkoping en die balans teen registrasie van transport. Ten opsigte van die balans moet 'n bankwaarborg of ander aanneembare waarborg binne 21 dae vanaf die datum van die verkoping aan die Balju verskaf word. Die volledige verkoopvoorwaardes kan ingesien word ten kantore van die Balju, Progresslaan 182, Technikon, Roodepoort.

Gedateer te Roodepoort op die 27ste dag van Januarie 1995.

H. C. Coetzee, vir Claassen Coetzee, Eiser se Prokureurs, Eerste Verdieping, NBS-gebou, Kerkstraat, Posbus 303, Roodepoort. (Tel. 760-1065.) (Verw. HCC/LE/844/94/BR384.)

Saak 11108/94

IN DIE LANDDROSHOF VIR DIE DISTRIK ROODEPOORT GEHOU TE ROODEPOORT

In die saak tussen **NBS Bank Bpk.**, Eiser, en **Lewis Cairns Croll**, Verweerder

Ter uitwinning van 'n vonnis in die Landdroshof, Roodepoort, in bogemelde saak op 12 Desember 1994 sal 'n verkoping gehou word op 3 Maart 1995 om 10:00, by die verkoopslokaal van die Balju, Progresslaan 182, Technikon, Roodepoort, van die ondervermelde eiendom van die Verweerder onderworpe aan die voorwaardes wat deur die Balju, Roodepoort, gelees sal word te h tye van die verkoping welke voorwaardes by die Baljukantoor, Roodepoort, ter insae sal lê:

Erf 450, Strubensvallei-uitbreiding 4, groot 1 255 (eenduisend tweehonder vyf-en-vyftig) vierkante meter, gehou deur Verweerder kragtens Akte van Transport T12083/89.

Die eiendom is gesoneer Residensieel 1, en is geleë te Theophilusstraat 908, Strubensvallei-uitbreiding 4, en bestaan uit sitkamer, eetkamer, twee badkamers, 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 afslaersgelde in kontant op die dag van die verkoping en die balans teen registrasie van transport. Ten opsigte van die balans moet 'n bankwaarborg of ander aanneembare waarborg binne 21 dae vanaf die datum van die verkoping aan die Balju verskaf word. Die volledige verkoopvoorwaardes kan ingesien word ten kantore van die Balju, Progresslaan 182, Technikon, Roodepoort.

Gedateer te Roodepoort op die 27ste dag van Januarie 1995.

H. C. Coetzee, vir Claassen Coetzee, Eiser se Prokureurs, Eerste Verdieping, NBS-gebou, Kerkstraat, Posbus 303, Roodepoort. (Tel. 760-1065.) (Verw. HCC/LE/1626/94/BC607.)

Case 12352/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited**, Plaintiff, and **Evans: Lieselotte**, First Defendant, and **Evans: Stewart James**, Second Defendant

A sale without reserve will be held at the office of the Sheriff of the Supreme Court, Roodepoort, 182 Progress Road, Technikon, Roodepoort, on Friday, 3 March 1995 at 10:00, of the undermentioned immovable property of the First Defendant, on the conditions, which may be inspected at the office of the Sheriff of the Supreme Court, Roodepoort, prior to the sale:

Erf 620, Weltevredenpark Extension 4, Registration Division IQ, Transvaal, measuring 1 150 square metres, held by the First Defendant under Deed of Transfer T2947/1987, being 17 Protea Avenue, Weltevredenpark, and consisting of an entrance hall, lounge, diningroom, covered porch, three bedrooms, two bathrooms, kitchen, single garage and servants' quarters/w.c. Improvements described hereunder are not guaranteed.

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

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

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

Case 26949/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited**, Plaintiff, and **Mudau: Azwihangwisi Robert**, Defendant

A sale without reserve will be held at the office of the Sheriff of the Supreme Court, Johannesburg Cental, 131 Marshall Street, Johannesburg, on Thursday, 2 March 1995 at 10:00, of the undermentioned property, on conditions which may be inspected at the offices of the Sheriff, prior to the sale:

A unit consisting of:

(a) Section 36 as shown and more fully described on Sectional Plan SS94/1985 in the scheme known as Da Gama Court, in respect of the land and building or buildings situated at the Central Business District Metropolitan Substructure of the Greater Johannesburg Transitional Metropolitan Council, of which section the floor area, according to the sectional plan is 80 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 section plan, held by Deed of Transfer ST45873/1993, situated at Flat 61, Da Gama Court, Caroline Street, Hillbrow, Johannesburg.

Improvements described are not guaranteed: The property consists of an entrance hall, dining-room, bedroom, bathroom, separate w.c., kitchen and balcony.

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 1st day of February 1995.

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

Case 18893/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited**, Plaintiff, and **Carter: Colin Andrew**, Defendant

A sale without reserve will be held at the Sheriff's Office, 131 Marshall Street, Johannesburg, on Thursday 2 March 1995 at 10:00, of the undermentioned property, on conditions which may be inspected at the offices of the Sheriff, prior to the sale:

A unit consisting of:

(a) Section 2 as shown and more fully described on Sectional Plan SS37/1983 in the scheme known as Conswala, in respect of the land and building or buildings, situated at Bellevue East Township, in the area of the Central Business District of Metropolitan Substructure of the Greater Johannesburg Transitional Metropolitan Council, of which section the floor area according to the said sectional plan is 93 (ninety-three) square metres in extent; and

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

held under Deed of Transfer ST54562/1993, situated at Flat 2, Conswala Court, corner of De la Ray and Becker Streets, Bellevue East, Johannesburg.

Improvements described hereunder are not guaranteed.

The property consists of a lounge, dining-room, two bedrooms, bathroom/w.c. and kitchen.

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

Dated at Johannesburg on the 1st day of February 1995.

K. J. Braatvedt, for Smith Jacobs & Braatvedt, Plaintiff's Attorneys, 1 First Floor, Cradock Heights, 21 Cradock Avenue, Rosebank, Johannesburg. (Tel. 883-2740.)

Case 235/94

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

In the matter between **First National Bank of SA Ltd**, Plaintiff, and **Kurt Melvern Abrahams**, First Defendant, and **Elizabeth Francis Abrahams**, Second Defendant

Be pleased to take notice that, pursuant to a judgment of the above Honourable Court, the undermentioned property will be sold on Friday, 24 February 1995 at 10:00, at the Offices of the Sheriff at 41a Beaconsfield Avenue, Vereeniging, to the highest bidder:

The complete conditions of sale are lying for inspection at the Sheriff's Office at 41A Beaconsfield Road, Vereeniging, and will be read before the sale. No guarantees nor warranties are given with respect to improvements to be correct.

Immovable property situated at 53 Aristoteles Street, Extension 3, Ennerdale/Erf 3076, Extension 3, Ennerdale Township, Registration Division IQ, Transvaal.

Conditions of sale: Cash or bank-guaranteed cheques.

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

R. R. Merry, for F. I. Naude & Company, Attorneys for Execution Creditor, Eighth Floor, Auckland House, corner of Biccand and Smit Streets. (Tel. 403-4041.) (Fax. 403-2003.) (Ref. Mr Merry/rp/CABRAH.)

Case 24188/90

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (United Bank Division), Plaintiff, and **Mohau, Robert Richard**, born 14 June 1961, First Defendant, and **Mohau, Mphakiseng Catherine**, born 18 February 1962, 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, 2 March 1995 at 10:00, of the undermentioned property of the Defendants on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection at the office of the Sheriff for the Supreme Court, Soweto East, Second Floor, TFC House, 32 Von Brandis Street, Johannesburg, prior to the sale:

The right of leasehold in respect of Site 4292, Chiawelo Extension 2 Village/Township, measuring 245 square metres.

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

Dwelling-house consisting of lounge, dining-room, three bedrooms, bathroom and toilet, separate toilet, 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 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 centum) on the proceeds of the sale up to a price of R20 000 and thereafter 3% (three per centum) up to a maximum fee of R6 000, minimum charges R200.

Dated at Johannesburg on 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 123516.)

Case 7589/91
PH 128

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (United Bank Division), Plaintiff, and **Moerane, Mpopi Delina**, born 13 December 1939, First Defendant, **Polilane, Cantor Malefatsane**, Second Defendant and **Polilane, Johannes Pallo**, Third Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at 131 Marshall Street, Johannesburg, on Thursday, 2 March 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, Soweto West, Second Floor, TFC House, 32 Von Brandis Street, Johannesburg, prior to the sale:

The right of leasehold in respect of Erf 904, Mapetla Village/Township, measuring 329 square metres.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: Dwelling-house consisting of lounge, two bedrooms, bathroom and toilet and kitchen. Single garage, square and toilet.

Terms: 10% (ten per cent) of the purchase price in cash on the day of the sale, the balance payable against registration of transfer, to be secured by a bank or building society or other acceptable guarantee to be furnished within 30 days from the date of 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 R2 000 and thereafter 3% (three per cent) up to a maximum fee of R6 000. Minimum charges R200.

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

Bowman Gilfillan Hayman Godfrey Inc., Plaintiff's Attorneys, 12th Floor, JCI House, 28 Harrison Street, Johannesburg. (Tel. 836-2811.) (Ref. PM Carter/GGLIT 117930.)

Case 11830/91
PH 128

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (United Bank Division), Plaintiff, and **Ramosa, Mishack Moshape** born 25 September 1960, 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, 2 March 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, Soweto East, Second Floor, TFC House, 32 Von Brandis Street, Johannesburg, prior to the sale:

The right of leasehold in respect of Site 22982, Meadowlands Village/Township, measuring 224 square metres.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: A dwelling consisting of lounge, two 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 or building society or other acceptable guarantee to be furnished within 30 days from the date of sale.

Auctioneer's charges, payable on the day of the sale, to be calculated as follows: 5% (five per cent) on the proceeds of the sale up to a price of R2 000 and thereafter 3% (three per cent) up to a maximum fee of R6 000. Minimum charges R200.

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

Bowman Gilfillan Hayman Godfrey Inc., Plaintiff's Attorneys, 12th Floor, JCI House, 28 Harrison Street, Johannesburg. (Tel. 836-2811.) (Ref. PM Carter/GGLIT 096282.)

Case 102603/94

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

In the matter between **J A Christensen (Pty) Limited**, Plaintiff, and **Mr Ashok Motilal**, trading as Motilal Cash and Carry, Defendant

In pursuance of a judgment in the Court of the Magistrate of Johannesburg and writ of execution dated 9 November 1994, the goods listed hereunder will be sold in execution on 22 February 1995 at 10:00, at the premises of the Sheriff, 100 Sheffield Street, Turffontein, Johannesburg:

10 Electric motors, lot empty boxes, 26 brooms, two mops, lot of paint stripper, lot of chemicals and trolley.

Signed at Johannesburg this 23rd day of January 1995.

Johannes Hugo Venter, Plaintiff's Attorney, Seventh Floor, Traduna Centre, 118 Jorissen Street, Braamfontein, 2001; P.O. Box 1149, Johannesburg, 2000. (Tel. 455-6374/5.) (Ref. Mr Glover.) (Docex: 156 Johannesburg.)

Case 17511/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Vorster, Ernest**, First Defendant, and **Vorster, Gertruida Johanna 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 at the offices of the Sheriff Brakpan, at 439 Prince George Avenue, Brakpan, on 3 March 1995 at 11:00, of the undermentioned property of the Defendants on the conditions to be read out by the Sheriff at the time of the sale and which conditions may be inspected at the offices of the Sheriff, Brakpan, prior to the sale:

Certain: Erf 892, Brenthurst Extension 1 Township, Registration Division IR, Transvaal, situated at 24 Pienaar Street, Brenthurst Extension 1, Brakpan, measuring 833 (eight hundred and thirty-three) square metres.

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

Building built of brick and plaster, tiled roof, comprising of a lounge, three bedrooms, bathroom, kitchen, car-port and a servant's room.

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

Dated at Johannesburg on the 31st day of January 1995.

Hammond Pole & Dixon, c/o Mark Yammin, Hammond & Partners, Seventh Floor, Bedford Centre, Bedford Gardens, Bedfordview. (Tel. 917-4631.) [Ref Mrs Teixeira/A00213 (A213).]

Case 17512/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Wilkens, Daniel Frederick**, First Defendant, and **Van Rensburg, Anita Eugene**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the offices of the Sheriff, Brakpan, at 439 Prince George Avenue, Brakpan, on 3 March 1995 at 11:00, of the undermentioned property of the Defendants on the conditions to be read out by the Sheriff at the time of the sale and which conditions may be inspected at the offices of the Sheriff, Brakpan, prior to the sale:

Certain: Erf 1423, Brakpan Township, Registration Division IR, Transvaal, situated at 133(A) Kitzinger Avenue, Brakpan, measuring 991 (nine hundred and ninety-one) square metres.

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

Building built of brick and plaster, tiled roof, comprising a lounge, dining-room, three bedrooms, bathroom, kitchen, tripple garage and store-room.

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

Dated at Johannesburg on the 31st day of January 1995.

Hammond Pole & Dixon, c/o Mark Yammin, Hammond & Partners, Seventh Floor, Bedford Centre, Bedford Gardens, Bedfordview. (Tel. 917-4631.) [Ref. Mrs Teixeira/A00214 (A214).]

Case 79472/94**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PRETORIA HELD AT PRETORIA**

In the matter between **NBS Bank Limited**, Plaintiff, and **Ockert Andries Strydom**, First Defendant, and **Adriana Strydom**, Second Defendant

A sale in execution will be held on 28 February 1995 at 10:00, at NG Sinodal Centre, 234 Visagie Street, Pretoria, of:

Section 18, as shown and more fully described on Sectional Plan SS33/84, in the building known as Hanorahof, situated in the Township of Arcadia, Local Authority Pretoria City Council, together with an undivided share in the common property in the land and building or buildings as shown and more fully described on the said sectional plan apportioned to the said section in accordance with the participation quota of the said section, held by the Defendant under Certificate of Registered Sectional Title ST69057/93.

Known as 306 Hanorahof, 477 Edmund Street, Arcadia, Pretoria.

The following improvements are reported to be on the property, but nothing is guaranteed: Flat: Lounge, dining-room, kitchen, two bedrooms, bathroom, two w.c.'s, cover parking and drying area.

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

Solomon, Nicolson, Rein & Verster, Plaintiff's Attorneys. (Ref. Mr Stolp/RH/M.1210.)

Case 5495/91**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF WONDERBOOM HELD AT PRETORIA NORTH**

In the matter between **NBS Bank Limited**, Plaintiff, and **Ernst Rex Venter**, Defendant

A sale in execution will be held on 24 February 1995 at 11:00, at Wonderboom, Portion 83, De Onderstepoort, Bon Accord, of:

Erf 559, situated in the Township of Doornpoort, Registration Division JR, Transvaal, measuring 1 120 square metres, known as 335 Raasblaar Road, Doornpoort.

The following improvements are reported to be on the property, but nothing is guaranteed: Single-storey dwelling, brick walls, tiled roof, tiles, fitted carpets, lounge, dining-room, kitchen, three bedrooms, two bathrooms, two showers, two w.c.'s, TV-room, scullary, open stoep, outside w.c., brick and screenwalls, courtyard and brick pavings.

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

Solomon, Nicolson, Rein & Verster, Plaintiff's Attorneys. (Ref. Mr Stolp/RH/M.9103.)

Case 71260/94**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PRETORIA HELD AT PRETORIA**

In the matter between **NBS Bank Limited**, Plaintiff, and **Johannes Hendrik Nicolaas Brink**, First Defendant, and **Hester Martha Brink**, Second Defendant

A sale in execution will be held on 2 March 1995 at 10:00, at 603A, Sixth Floor, Olivetti House, corner of Schubart and Pretorius Streets, Pretoria, of:

Remaining extent of Portion 1 of Erf 198, situated in the Township of Claremont, Pretoria, Registration Division JR, Transvaal, measuring 1 276 square metres, known as 1 087 Van der Hoff Road, Claremont, Pretoria.

The following improvements are reported to be on the property, but nothing is guaranteed: Single-storey dwelling, brick walls, corrugated iron roof, novilon, fitted carpets, lounge/dining-room, kitchen, three bedrooms, bathroom, w.c., front stoep, single garages, double carports, laundry, servant's room and outside w.c. Boundary: Concrete walls, gates, concrete paving and drive, bore hole and pump.

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

Solomon, Nicolson, Rein & Verster, Plaintiff's Attorneys. (Ref. Mr Stolp/RH/M.1041.)

Saak 23621/94**IN THE SUPREME COURT OF SOUTH AFRICA**

(Transvaal Provincial Division)

In the matter between **ABSA Bank Limited** (Volkskas Division), Plaintiff, and **Floris Tromp**, First Defendant, and **Sebastian Jacobus Johannes Tromp**, Second Defendant

A sale in execution will be held on Tuesday, 28 February 1995 at 10:00, by the Sheriff for Pretoria Central, at N G Sinodale Centre, 234 Visagie Street, Pretoria, of:

Erf 399, situated in the Township of Kilnerpark Extension 1, Registration Division JR, Transvaal, in extent 998 (nine hundred and ninety-eight) square metres, known as 221 Abilia Street, Kilnerpark Extension 1.

Particulars are not guaranteed: Dwelling with entrance-hall, lounge, family-room, dining-room, kitchen, three bedrooms, two bathrooms, study, laundry, single garage, staff-room and toilet.

Inspect conditions at Sheriff, Pretoria Central, Messcor House, 30 Margaretha Street, Pretoria Central.

MacRobert De Villiers Lunnon & Tindall Inc. (Tel. 328-6770.) (Ref. N1/A-424842/JAA/J. S. Herbst.)

Case 81969/92

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

In the matter between **ABSA Bank Limited** (United Division), Plaintiff, and **Diederik Johannes Coetzer**, Defendant

A sale will be held at N G Sinodale Centre, 234 Visagie Street, Pretoria, on Tuesday, 28 February 1995 at 10:00, of:

Portion 11 (a portion of Portion 1) of Erf 2010, in the Town Villieria, Registration Division JR, Transvaal, measuring 1 276 (one thousand two hundred and seventy-six) square metres, known as 656 32nd Avenue, Villieria.

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

Inspect conditions at Sheriff, Pretoria Central, Messcor House, 30 Magaretha Street, Pretoria.

J. A. Alheit, for MacRobert De Villiers Lunnon & Tindall Inc. (Tel. 328-6770.) [Ref. N1/A-429904(351298)/JAA/J. S. Herbst.]

Case 80957/94

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

In the matter between **ABSA Bank Limited**, Plaintiff, and **Hennie Muller**, Verweerder

A sale will be held at Sinodale Centre, 234 Visagie Street, Pretoria, on Tuesday, 28 February 1995 at 10:00:

(a) Unit 36, as shown on Sectional Plan SS8/85, in the building Suncrest, situated at Erf 68, in the Township of Trevenna, Local Authority, City Council of Pretoria, measuring 47 (forty-seven) square metres; and

(b) an undivided share in the common property in the land and building held under Certificate of Sectional Registered Title ST8/85(36)(Unit) dated 11 January 1985, known as Flat 207, Suncrest, 26 Esselen Street, Trevenna.

Particulars are not guaranteed: Bachelor flat.

Inspect conditions at Sheriff, Pretoria Central, Messcor House, 30 Margaretha Street, Riverdale, Pretoria.

J. A. Alheit, for MacRobert De Villiers Lunnon & Tindall Inc. [Tel. 328-6770 x 313.] (Ref. N1/B-424886/JAA/M. Oliphant.)

Case 2732/92

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 **Nguza: James**, Defendant

In pursuance of a judgment in the Court of the Magistrate of Boksburg dated 22 June 1992 and a writ of execution dated 22 November 1994, 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 6882, Vosloorus Extension 9 Township, Registration Division IR, Transvaal, measuring 429 (four hundred and twenty-nine) square metres, held by the Mortgagor under Certificate of Registered Grant of Leasehold TL14009/1991, situated at Erf 6882, Vosloorus Extension 9.

Improvements: Single storey dwelling brick under tile, two bedrooms, lounge, kitchen, bathroom and toilet.

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 at 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 on this the 24th day of January 1995.

Trollip & Tytherleigh, 2B Bloem Street, Boksburg. (Ref. A Scott.)

Saak 3525/94

IN DIE LANDDROSHOF VIR DIE DISTRIK WITBANK GEHOU TE WITBANK

In die saak tussen **Eerste Nasionale Bank van Suid-Afrika**, Eiser, en **Zomondo Samson Malaza**, Verweerder

Ingevolge 'n vonnis van hierdie Agbare Hof en 'n lasbrief vir eksekusie daarop uitgereik, word die ondervermelde eiendom in eksekusie verkoop op Vrydag, 10 Maart 1995 om 10:00, voor die Landdroshofgebou, te Delvillestraat, Witbank, aan die hoogste bieder, die eiendom synde:

Erf 63, geleë in die dorpsgebied Tasbetpark, Registrasieafdeling JS, Transvaal, groot 1 048 (eenduisend agt-en-veertig) vierkante meter, gehou kragtens Titellakte 28676/1994, beter bekend as Mopaniestraat 24, Tasbetpark, Witbank, en wat bestaan uit:

Teëldakwoning met drie slaapkamers, twee badkamers, sitkamer, eetkamer, TV-kamer, kombuis met houtkaste, waskamer, drie motorhuise, swembad en woonstel apart van die huis.

Die inligting ten opsigte van die verbetering hierbo vermeld is slegs ter inligting en word nie gewaarborg nie.

Vernaamste verkoopvoorwaardes: 10% (tien persent) deposito betaalbaar op datum van verkoping; balans koopprys betaalbaar teen registrasie van transport by wyse van aanvaarbare waarborge binne 14 (veertien) dae na verkoping; koper moet ook Balju se kommissie betaal; koper moet rente aan preferente skuldeisers (indien enige) betaal vanaf datum van koop tot datum van registrasie. Volledige verkoopvoorwaardes wat gelees sal word onmiddellik voor verkoping, lê ter insae by Vonnissskuldeiser se prokureurs en by die Balju van die Landdroshof, Witbank.

S. J. Henning, vir Jaffit Goodman & Henning, Eiser se Prokureurs, Gempark, hoek van Arrasstraat en Elizabethlaan, Witbank. (Tel. 656-2574/5/6.) (Verw. C. du Preez/C182/94 E544.)

Case 3525/94

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

In the matter between **First National Bank of South Africa**, Plaintiff, and **Zomondo Samson Malaza**, Defendant

Pursuant to a judgment granted by the above Honourable Court and a writ of execution issued herein, the immovable property described hereunder will be sold in execution on Friday, 10 March 1995 at 10:00, at the Magistrate's Court, Delville Street, Witbank, to the highest bidder:

Erf 63, situated in the Township of Tasbetpark, Registration Division JS, Transvaal, measuring 1 048 square metres, held by Deed of Transfer T28676/1994, better known as 24 Mopanie Street, Tasbetpark, Witbank, and which consists of:

A tile roof dwelling with three bedrooms, two bathrooms, lounge, dining-room, TV-room, kitchen with wooden cupboards, scullery, three garages, swimming-pool and a flat separate from the house.

The particulars mentioned above are for information only and are not guaranteed.

Most important conditions of sale: 10% (ten per centum) deposit payable on date of sale; balance of purchase price payable on registration of transfer to be secured by delivery of acceptable guarantees within 14 (fourteen) days of date of sale; purchaser shall pay the Sheriff's commission. The purchaser shall pay interest payable to preferent creditors (if any) as from date of sale up to date of registration of transfer. Complete set of conditions of sale, which will be read out immediately before the sale, is available for inspection at the offices of attorneys for Execution Creditor and the Sheriff of the Magistrate's Court, Witbank.

S J Henning, for Jaffit Goodman & Henning, Plaintiff's Attorneys, Gempark, corner of Arras Street and Elizabeth Avenue, Witbank. (Tel. 656-2574/5/6.) (Ref. Mr Helberg/DdP/C172/94.)

Saak 22731/94

IN DIE HOOGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **Die Standard Bank van Suid-Afrika Beperk**, Eiser, en **Willem Andreis Stephanus Gouws**, 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, 3 Maart 1995 om 10:00, deur die Balju vir die Hooggeregshof, Westonaria, gehou by die kantore van die Balju, Westonaria, Edwardslaan 50, Westonaria, aan die hoogste bieder:

Hoewe 565, West Rand-landbouhoewes-uitbreiding 1, Registrasieafdeling IQ, Transvaal, groot 2,1461 (twee komma een vier ses een) hektaar, gehou kragtens Akte van Transport T27434/88, onderhewig aan die voorwaardes daarin vervat en meer spesifiek tot die voorbehoud van minerale regte.

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

Straatadres: Bennetstraat 565, West Rand (Suurbekom).

Verbetering: Woonhuis met teëldak bestaande uit sitkamer, eetkamer, familiekamer, studeerkamer, kombuis, waskamer, drie slaapkamers, twee badkamers, vier motorhuise en twee buitekamers.

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 Westonaria, onmiddellik voor die verkoping uitgelees sal word, sal ter insae lê by die kantore van die Balju, vir die Hooggeregshof, Westonaria, Edwardslaan 50, Westonaria.

Geteken te Pretoria op die 31ste dag van Januarie 1995.

F. M. Nel, vir Truter & Wessels, Prokureurs vir Eiser, Vyfde Verdieping, De Kleine Admiraal, Andriesstraat 76, Pretoria. (Verw. Nel/S1690/RE.)

Saak 80191/94

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **ABSA Bank Beperk**, Eiser, en **Andre Bernard Vos**, Eerste Verweerder, en **Johanna Jacoba Vos**, Tweede Verweerder

'n Eksekusieverkoping word gehou deur die Balju, Pretoria-Wes, te Kamer 603A, Sesde Verdieping, Olivettihuis, hoek van Schubart- en Pretoriusstraat, Pretoria, op 2 Maart 1995 om 10:00, van:

Erf 560, geleë in die dorp Kwaggasrand, Registrasieafdeling JR, Transvaal, groot 992 vierkante meter, gehou kragtens Akte van Transport T30008/94, beter bekend as Tinkinkiestraat 1, Kwaggasrand.

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

Verbeterings: 'n Baksteen woonhuis met teëldak en volvloermatte, bestaande uit sitkamer, kombuis, vier slaapkamers, badkamer en aparte toilet.

Buitegeboue: Enkel motorhuis, bediendekamer en toilet.

Besigtig voorwaardes by Balju, Pretoria-Wes, Olivettigebou 607, hoek van Schubart- en Pretoriusstraat, Pretoria.

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

Saak 81878/94

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **ABSA Bank Beperk**, Eiser, en **Gideon Andries Janeke**, Eerste Verweerder, en **Wilhelmina Johanna Janeke**, Tweede Verweerder

'n Eksekusieverkoping word gehou deur die Balju, Pretoria-Noord-Oos, te NG Sinodalesentrum, Visagiestraat 234, Pretoria, op 28 Februarie 1995 om 10:00, van:

Erf 1902, geleë in die dorp Silverton-uitbreiding 15, Registrasieafdeling JR, Transvaal, groot 816 vierkante meter, gehou kragtens Akte van Transport T65404/93, beter bekend as Bovidansingel 818, Silverton, Pretoria.

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

Verbeterings: 'n Baksteen woonhuis met teëldak, volvloermatte en vinielteëlvloere, bestaande uit sitkamer, eetkamer, kombuis, drie slaapkamers, badkamer met bad, stort en toilet en badkamer met stort en toilet.

Besigtig voorwaardes by Balju Pretoria-Noord-Oos, Pretoriusstraat 1210, Hatfield, Pretoria.

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

Case 8543/94

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

In the matter between **Khayaletu Home Loans (Pty) Ltd**, Plaintiff, and **Zwane Andrew Tsepo**, Defendant

On Friday, 3 March 1995 at 11:15, a public auction sale will be held in front of the Sheriff of the Court's Offices, 182 Leeuwpoot Street, Boksburg, at which the Sheriff pursuant to a judgment of the Court in this action, warrant of execution issued in terms thereof and attachment in execution made thereunder sell all the right, title and interest in and to the leasehold over:

Property: Erf 11142, together with all erections or structures thereon in the Township of Vosloorus Extension 14, Boksburg, measuring 268 square metres, held under Deed of Transfer TL28570/90.

Description: Single-storey brick and/or cement residence under iron, tile or asbestos roof consisting of bedroom/s, bathroom, lounge and kitchen.

Improvements (which are not warranted to be correct and not guaranteed).

The material conditions of sale are:

1. Voetstoots and without reserve.
2. Deposit of 10% (ten per cent) cash immediately after the sale. Guarantee for balance within 30 days after the sale.
3. Possession and occupation on payment of deposit and costs.
4. Further conditions available for inspection at Sheriff's Office, Boksburg.

Dated at Boksburg on the 30th day of January 1995.

M. Traube, for Moodie Moodie & Van Rensburg, Legis Domus Building, Trichardt Street, Boksburg. (Tel. 892-3050.) (Ref. Anita Nieuwoudt/BK261.)

Case 8569/94

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

In the matter between **Khayaletu Home Loans (Pty) Ltd**, Plaintiff, and **Xaba Ndukuzikayise Alfred**, First Defendant, and **Xaba Linah Ntsoaki**, Second Defendant

On Friday, 3 March 1995 at 11:15, a public auction sale will be held in front of the Sheriff of the Court's Offices, 182 Leeuwpoot Street, Boksburg, at which the Sheriff pursuant to a judgment of the Court in this action, warrant of execution issued in terms thereof and attachment in execution made thereunder sell all the right, title and interest in and to the leasehold over:

Property: Erf 10728, together with all erections or structures thereon in the Township of Vosloorus Extension 14, Boksburg, measuring 231 square metres, held under Deed of Transfer TL17401/90.

Description: Single-storey brick and/or cement residence under iron, tile or asbestos roof consisting of bedroom/s, bathroom, lounge and kitchen.

Improvements (which are not warranted to be correct and not guaranteed).

The material conditions of sale are:

1. Voetstoots and without reserve.
2. Deposit of 10% (ten per cent) cash immediately after the sale. Guarantee for balance within 30 days after the sale.
3. Possession and occupation on payment of deposit and costs.
4. Further conditions available for inspection at Sheriff's Office, Boksburg.

Dated at Boksburg on the 30th day of January 1995.

M. Traube, for Moodie Moodie & Van Rensburg, Legis Domus Building, Trichardt Street, Boksburg. (Tel. 892-3050.) (Ref. Anita Nieuwoudt/BK223.)

Case 8557/94

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

In the matter between **Khayaletu Home Loans (Pty) Ltd**, Plaintiff, and **Tshabalala Aaron Abel**, Defendant

On Friday, 3 March 1995 at 11:15, a public auction sale will be held in front of the Sheriff of the Court's Office, 182 Leeuwpoot Street, Boksburg, at which the Sheriff pursuant to a judgment of the Court in this action, warrant of execution issued in terms thereof and attachment in execution made thereunder sell all the right, title and interest in and to the leasehold over:

Property: Erf 11454, together with and all erections or structures thereon in the Township of Vosloorus Extension 14, Boksburg, measuring 264 square metres, held under Deed of Transfer T29722/90.

Description: Single storey brick and/or cement residence under iron, tile or asbestos roof, consisting of bedroom/s, bathroom, lounge and kitchen.

Improvements (which are not warranted to be correct and not guaranteed).

The material conditions of sale are:

1. Voetstoots and without reserve.
2. Deposit of 10% (ten per centum) cash immediately after the sale. Guarantee for balance within 30 days after the sale.
3. Possession and occupation on payment of deposit and costs.
4. Further conditions available for inspection at Sheriff's Office, Boksburg.

Dated at Boksburg on the 30th day of January 1995.

M. Traube, for Moodie Moodie & Van Rensburg, Legis Domus Building, Trichardt Street, Boksburg. (Tel. 892-3050.) (Ref. Anita Nieuwoudt/BK246.)

Case 8531/94

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

In the matter between **Khayaletu Home Loans (Pty) Ltd**, Plaintiff, and **Phoswa Nanhlanhla Mildred**, Defendant

On Friday, 3 March 1995 at 11:15, a public auction sale will be held in front of the Sheriff of the Court's Office, 182 Leeuwpoot Street, Boksburg, at which the Sheriff pursuant to a judgment of the Court in this action, warrant of execution issued in terms thereof and attachment in execution made thereunder sell all the right, title and interest in and to the leasehold over:

Property: Erf 10510, together with and all erections or structures thereon in the Township of Vosloorus Extension 14, Boksburg, measuring 231 square metres, held under Deed of Transfer TL49965/90.

Description: Single storey brick and/or cement residence under iron, tile or asbestos roof, consisting of bedroom/s, bathroom, lounge and kitchen.

Improvements (which are not warranted to be correct and not guaranteed).

The material conditions of sale are:

1. Voetstoots and without reserve.
2. Deposit of 10% (ten per centum) cash immediately after the sale. Guarantee for balance within 30 days after the sale.
3. Possession and occupation on payment of deposit and costs.
4. Further conditions available for inspection at Sheriff's Office, Boksburg.

Dated at Boksburg on the 30th day of January 1995.

M. Traube, for Moodie Moodie & Van Rensburg, Legis Domus Building, Trichardt Street, Boksburg. (Tel. 892-3050.) (Ref. Anita Nieuwoudt/BK257.)

Case 8554/94

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

In the matter between **Khayaletu Home Loans (Pty) Ltd**, Plaintiff, and **Ndimande Stephen Boy**, Defendant

On Friday, 3 March 1995 at 11:15, a public auction sale will be held in front of the Sheriff of the Court's Office, 182 Leeuwpoot Street, Boksburg, at which the Sheriff pursuant to a judgment of the Court in this action, warrant of execution issued in terms thereof and attachment in execution made thereunder sell all the right, title and interest in and to the leasehold over:

Property: Erf 10461, together with and all erections or structures thereon in the Township of Vosloorus Extension 14, Boksburg, measuring 276 square metres, held under Deed of Transfer TL49936/92.

Description: Single storey brick and/or cement residence under iron, tile or asbestos roof, consisting of bedroom/s, bathroom, lounge and kitchen.

Improvements (which are not warranted to be correct and not guaranteed).

The material conditions of sale are:

1. Voetstoots and without reserve.
2. Deposit of 10% (ten per centum) cash immediately after the sale. Guarantee for balance within 30 days after the sale.
3. Possession and occupation on payment of deposit and costs.
4. Further conditions available for inspection at Sheriff's Office, Boksburg.

Dated at Boksburg on the 30th day of January 1995.

M. Traube, for Moodie Moodie & Van Rensburg, Legis Domus Building, Trichardt Street, Boksburg. (Tel. 892-3050.) (Ref. Anita Nieuwoudt/BK243.)

Case 8540/94**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF BOKSBURG HELD AT BOKSBURG**

In the matter between **Khayaletu Home Loans (Pty) Ltd**, Plaintiff, and **Nongoma Ndakaneni Johannes**,
First Defendant, and **Nongoma Ngoanamakgaka Junia**, Second Defendant

On Friday, 3 March 1995 at 11:15, a public auction sale will be held in front of the Sheriff of the Court's Office, 182 Leeuwpoot Street, Boksburg, at which the Sheriff pursuant to a judgment of the Court in this action, warrant of execution issued in terms thereof and attachment in execution made thereunder sell all the right, title and interest in and to the leasehold over:

Property: Erf 11018, together with and all erections or structures thereon in the Township of Vosloorus Extension 14, Boksburg, measuring 231 square metres, held under Deed of Transfer TL4946/90.

Description: Single storey brick and/or cement residence under iron, tile or asbestos roof, consisting of bedroom/s, bathroom, lounge and kitchen.

Improvements (which are not warranted to be correct and not guaranteed).

The material conditions of sale are:

1. Voetstoots and without reserve.
2. Deposit of 10% (ten per centum) cash immediately after the sale. Guarantee for balance within 30 days after the sale.
3. Possession and occupation on payment of deposit and costs.
4. Further conditions available for inspection at Sheriff's Office, Boksburg.

Dated at Boksburg on the 30th day of January 1995.

M. Traube, for Moodie Moodie & Van Rensburg, Legis Domus Building, Trichardt Street, Boksburg. (Tel. 892-3050.) (Ref. Anita Nieuwoudt/BK235.)

Case 8547/94**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF BOKSBURG HELD AT BOKSBURG**

In the matter between **Khayaletu Home Loans (Pty) Ltd**, Plaintiff, and **Ncube Henry**, First Defendant, and **Ncube Mapula**,
Second Defendant

On Friday, 3 March 1995 at 11:15, a public auction sale will be held in front of the Sheriff of the Court's Office, 182 Leeuwpoot Street, Boksburg, at which the Sheriff pursuant to a judgment of the Court in this action, warrant of execution issued in terms thereof and attachment in execution made thereunder sell all the right, title and interest in and to the leasehold over:

Property: Erf 1146, together with all erections or structures thereon in the Township of Vosloorus Extension 3, Boksburg, measuring 300 square metres, held under Deed of Transfer TL4731/89.

Description: Single storey brick and/or cement residence under iron, tile or asbestos roof, consisting of bedroom/s, bathroom, lounge and kitchen.

Improvements (which are not warranted to be correct and not guaranteed).

The material conditions of sale are:

1. Voetstoots and without reserve.
2. Deposit of 10% (ten per centum) cash immediately after the sale. Guarantee for balance within 30 days after the sale.
3. Possession and occupation on payment of deposit and costs.
4. Further conditions available for inspection at Sheriff's Office, Boksburg.

Dated at Boksburg on the 30th day of January 1995.

M. Traube, for Moodie Moodie & Van Rensburg, Legis Domus Building, Trichardt Street, Boksburg. (Tel. 892-3050.) (Ref. Anita Nieuwoudt/BK228.)

Case 8545/94

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

In the matter between **Khayaletu Home Loans (Pty) Ltd**, Plaintiff, and **Mnisi Samuel Khehla**, Defendant

On Friday, 3 March 1995 at 11:15, a public auction sale will be held in front of the Sheriff of the Court's Office, 182 Leeuwpoot Street, Boksburg, at which the Sheriff pursuant to a judgment of the Court in this action, warrant of execution issued in terms thereof and attachment in execution made thereunder sell all the right, title and interest in and to the leasehold over:

Property: Erf 10869, together with all erections or structures thereon in the Township of Vosloorus Extension 14, Boksburg, measuring 244 square metres, held under Deed of Transfer TL34976/90.

Description: Single storey brick and/or cement residence under iron, tile or asbestos roof, consisting of bedroom/s, bathroom, lounge and kitchen.

Improvements (which are not warranted to be correct and not guaranteed).

The material conditions of sale are:

1. Voetstoots and without reserve.
2. Deposit of 10% (ten per centum) cash immediately after the sale. Guarantee for balance within 30 days after the sale.
3. Possession and occupation on payment of deposit and costs.
4. Further conditions available for inspection at Sheriff's Office, Boksburg.

Dated at Boksburg on the 30th day of January 1995.

M. Traube, for Moodie Moodie & Van Rensburg, Legis Domus Building, Trichardt Street, Boksburg. (Tel. 892-3050.) (Ref. Anita Nieuwoudt/BK259.)

Case 8536/94

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

In the matter between **Khayaletu Home Loans (Pty) Ltd**, Plaintiff, and **Mothei Mosiamiemang Herry**, First Defendant, and **Mothei Maureen Thoko**, Second Defendant

On Friday, 3 March 1995 at 11:15, a public auction sale will be held in front of the Sheriff of the Court's Office, 182 Leeuwpoot Street, Boksburg, at which the Sheriff pursuant to a judgment of the Court in this action, warrant of execution issued in terms thereof and attachment in execution made thereunder sell all the right, title and interest in and to the leasehold over:

Property: Erf 11348, together with all erections or structures thereon in the Township of Vosloorus Extension 14, Boksburg, measuring 264 square metres, held under Deed of Transfer TL16876/90.

Description: Single storey brick and/or cement residence under iron, tile or asbestos roof, consisting of bedroom/s, bathroom, lounge and kitchen.

Improvements (which are not warranted to be correct and not guaranteed).

The material conditions of sale are:

1. Voetstoots and without reserve.
2. Deposit of 10% (ten per centum) cash immediately after the sale. Guarantee for balance within 30 days after the sale.
3. Possession and occupation on payment of deposit and costs.
4. Further conditions available for inspection at Sheriff's Office, Boksburg.

Dated at Boksburg on the 30th day of January 1995.

M. Traube, for Moodie Moodie & Van Rensburg, Legis Domus Building, Trichardt Street, Boksburg. (Tel. 892-3050.) (Ref. Anita Nieuwoudt/BK252.)

Case 8571/94

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

In the matter between **Khayaletu Home Loans (Pty) Ltd**, Plaintiff, and **Macu Nomafa Elizabeth**, Defendant

On Friday, 3 March 1995 at 11:15, a public auction sale will be held in front of the Sheriff of the Court's Office, 182 Leeuwpoot Street, Boksburg, at which the Sheriff pursuant to a judgment of the Court in this action, warrant of execution issued in terms thereof and attachment in execution made thereunder sell all the right, title and interest in and to the leasehold over:

Property: Erf 11649, together with all erections or structures thereon in the Township of Vosloorus Extension 14, Boksburg, measuring 273 square metres, held under Deed of Transfer T902/90.

Description: Single storey brick and/or cement residence under iron, tile or asbestos roof, consisting of bedroom/s, bathroom, lounge and kitchen.

Improvements (which are not warranted to be correct and not guaranteed).

The material conditions of sale are:

1. Voetstoots and without reserve.
2. Deposit of 10% (ten per centum) cash immediately after the sale. Guarantee for balance within 30 days after the sale.
3. Possession and occupation on payment of deposit and costs.
4. Further conditions available for inspection at Sheriff's Office, Boksburg.

Dated at Boksburg on the 30th day of January 1995.

M. Traube, for Moodie Moodie & Van Rensburg, Legis Domus Building, Trichardt Street, Boksburg. (Tel. 892-3050.) (Ref. Anita Nieuwoudt/BK247.)

Case 8556/94

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

In the matter between **Khayaletu Home Loans (Pty) Ltd**, Plaintiff, and **Mashile Tabugang Obert**, Defendant

On Friday, 3 March 1995 at 11:15, a public auction sale will be held in front of the Sheriff of the Court's Office, 182 Leeuwpoot Street, Boksburg, at which the Sheriff pursuant to a judgment of the Court in this action, warrant of execution issued in terms thereof and attachment in execution made thereunder sell all the right, title and interest in and to the leasehold over:

Property: Erf 11191, together with all erections or structures thereon in the Township of Vosloorus Extension 14, Boksburg, measuring 249 square metres, held under Deed of Transfer TL27963/93.

Description: Single storey brick and/or cement residence under iron, tile or asbestos roof, consisting of bedroom/s, bathroom, lounge and kitchen.

Improvements (which are not warranted to be correct and not guaranteed).

The material conditions of sale are:

1. Voetstoots and without reserve.
2. Deposit of 10% (ten per centum) cash immediately after the sale. Guarantee for balance within 30 days after the sale.
3. Possession and occupation on payment of deposit and costs.
4. Further conditions available for inspection at Sheriff's Office, Boksburg.

Dated at Boksburg on the 30th day of January 1995.

M. Traube, for Moodie Moodie & Van Rensburg, Legis Domus Building, Trichardt Street, Boksburg. (Tel. 892-3050.) (Ref. Anita Nieuwoudt/BK245.)

Case 8555/94

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

In the matter between **Khayaletu Home Loans (Pty) Ltd**, Plaintiff, and **Matjeke Mfalazi Piet**, Defendant

On Friday, 3 March 1995 at 11:15, a public auction sale will be held in front of the Sheriff of the Court's Office, 182 Leeuwpoot Street, Boksburg, at which the Sheriff pursuant to a judgment of the Court in this action, warrant of execution issued in terms thereof and attachment in execution made thereunder sell all the right, title and interest in and to the leasehold over:

Property: Erf 10554, together with all erections or structures thereon in the Township of Vosloorus Extension 14, Boksburg, measuring 231 square metres, held under Deed of Transfer TL10585/93.

Description: Single storey brick and/or cement residence under iron, tile or asbestos roof, consisting of bedroom/s, bathroom, lounge and kitchen.

Improvements (which are not warranted to be correct and not guaranteed).

The material conditions of sale are:

1. Voetstoots and without reserve.
2. Deposit of 10% (ten per centum) cash immediately after the sale. Guarantee for balance within 30 days after the sale.
3. Possession and occupation on payment of deposit and costs.
4. Further conditions available for inspection at Sheriff's Office, Boksburg.

Dated at Boksburg on the 30th day of January 1995.

M. Traube, for Moodie Moodie & Van Rensburg, Legis Domus Building, Trichardt Street, Boksburg. (Tel. 892-3050.) (Ref. Anita Nieuwoudt/BK244.)

Case 8565/94

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

In the matter between **Khayaletu Home Loans (Pty) Ltd**, Plaintiff, and **Mzizi Lindeni Norman**, First Defendant, and **Mzizi Tandiswa Princess**, Second Defendant

On Friday, 3 March 1995 at 11:15, a public auction sale will be held in front of the Sheriff of the Court's Office, 182 Leeuwpoot Street, Boksburg, at which the Sheriff pursuant to a judgment of the Court in this action, warrant of execution issued in terms thereof and attachment in execution made thereunder sell all the right, title and interest in and to the leasehold over:

Property: Erf 10823, together with all erections or structures thereon in the Township of Vosloorus Extension 14, Boksburg, measuring 231 square metres, held under Deed of Transfer TL38457/90.

Description: Single storey brick and/or cement residence under iron, tile or asbestos roof, consisting of bedroom/s, bathroom, lounge and kitchen.

Improvements (which are not warranted to be correct and not guaranteed).

The material conditions of sale are:

1. Voetstoots and without reserve.
2. Deposit of 10% (ten per centum) cash immediately after the sale. Guarantee for balance within 30 days after the sale.
3. Possession and occupation on payment of deposit and costs.
4. Further conditions available for inspection at Sheriff's Office, Boksburg.

Dated at Boksburg on the 30th day of January 1995.

M. Traube, for Moodie Moodie & Van Rensburg, Legis Domus Building, Trichardt Street, Boksburg. (Tel. 892-3050.) (Ref. Anita Nieuwoudt/BK237.)

Case 8550/94

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

In the matter between **Khayaletu Home Loans (Pty) Ltd**, Plaintiff, and **Maseko Siza Isiah**, First Defendant, and **Maseko Grace**, Second Defendant

On Friday, 3 March 1995 at 11:15, a public auction sale will be held in front of the Sheriff of the Court's Office, 182 Leeuwpoot Street, Boksburg, at which the Sheriff pursuant to a judgment of the Court in this action, warrant of execution issued in terms thereof and attachment in execution made thereunder sell all the right, title and interest in and to the leasehold over:

Property: Erf 11265, together with all erections or structures thereon in the Township of Vosloorus Extension 14, Boksburg, measuring 253 square metres, held under Deed of Transfer TL1694/90.

Description: Single storey brick and/or cement residence under iron, tile or asbestos roof, consisting of bedroom/s, bathroom, lounge and kitchen.

Improvements (which are not warranted to be correct and not guaranteed).

The material conditions of sale are:

1. Voetstoots and without reserve.
2. Deposit of 10% (ten per centum) cash immediately after the sale. Guarantee for balance within 30 days after the sale.
3. Possession and occupation on payment of deposit and costs.
4. Further conditions available for inspection at Sheriff's Office, Boksburg.

Dated at Boksburg on the 30th day of January 1995.

M. Traube, for Moodie Moodie & Van Rensburg, Legis Domus Building, Trichardt Street, Boksburg. (Tel. 892-3050.) (Ref. Anita Nieuwoudt/BK232.)

Case 8567/94

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

In the matter between **Khayaletu Home Loans (Pty) Ltd**, Plaintiff, and **Mokoena Moeketsi Frank**, First Defendant, and **Mokoena Mannuku Julia**, Second Defendant

On Friday, 3 March 1995 at 11:15, a public auction sale will be held in front of the Sheriff of the Court's Office, 182 Leeuwpoot Street, Boksburg, at which the Sheriff pursuant to a judgment of the Court in this action, warrant of execution issued in terms thereof and attachment in execution made thereunder sell all the right, title and interest in and to the leasehold over:

Property: Erf 1245, together with all erections or structures thereon in the Township of Vosloorus Extension 3, Boksburg, measuring 300 square metres, held under Deed of Transfer TL3361/89.

Description: Single storey brick and/or cement residence under iron, tile or asbestos roof, consisting of bedroom/s, bathroom, lounge and kitchen.

Improvements (which are not warranted to be correct and not guaranteed).

The material conditions of sale are:

1. Voetstoots and without reserve.
2. Deposit of 10% (ten per centum) cash immediately after the sale. Guarantee for balance within 30 days after the sale.
3. Possession and occupation on payment of deposit and costs.
4. Further conditions available for inspection at Sheriff's Office, Boksburg.

Dated at Boksburg on the 30th day of January 1995.

M. Traube, for Moodie Moodie & Van Rensburg, Legis Domus Building, Trichardt Street, Boksburg. (Tel. 892-3050.) (Ref. Anita Nieuwoudt/BK225.)

Case 8570/94

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

In the matter between **Khayaletu Home Loans (Pty) Ltd**, Plaintiff, and **Mhlanga Bellina**, First Defendant, and **Shongwe Eunice Phangisile**, Second Defendant

On Friday, 3 March 1995 at 11:15, a public auction sale will be held in front of the Sheriff of the Court's Office, 182 Leeuwpoot Street, Boksburg, at which the Sheriff pursuant to a judgment of the Court in this action, warrant of execution issued in terms thereof and attachment in execution made thereunder sell all the right, title and interest in and to the leasehold over:

Property: Erf 10526, together with all erections or structures thereon in the Township of Vosloorus Extension 14, Boksburg, measuring 231 square metres, held under Deed of Transfer TL20122/90.

Description: Single storey brick and/or cement residence under iron, tile or asbestos roof, consisting of bedroom/s, bathroom, lounge and kitchen.

Improvements (which are not warranted to be correct and not guaranteed).

The material conditions of sale are:

1. Voetstoots and without reserve.
2. Deposit of 10% (ten per centum) cash immediately after the sale. Guarantee for balance within 30 days after the sale.
3. Possession and occupation on payment of deposit and costs.
4. Further conditions available for inspection at Sheriff's Office, Boksburg.

Dated at Boksburg on the 30th day of January 1995.

M. Traube, for Moodie Moodie & Van Rensburg, Legis Domus Building, Trichardt Street, Boksburg. (Tel. 892-3050.) (Ref. Anita Nieuwoudt/BK222.)

Case 8564/94

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

In the matter between **Khayaletu Home Loans (Pty) Ltd**, Plaintiff, and **Langa John Jabulani**, First Defendant, and **Langa Dineo Lina**, Second Defendant

On Friday, 3 March 1995 at 11:15, a public auction sale will be held in front of the Sheriff of the Court's Office, 182 Leeuwpoot Street, Boksburg, at which the Sheriff pursuant to a judgment of the Court in this action, warrant of execution issued in terms thereof and attachment in execution made thereunder sell all the right, title and interest in and to the leasehold over:

Property: Erf 11682, together with all erections or structures thereon in the Township of Vosloorus Extension 14, Boksburg, measuring 276 square metres, held under Deed of Transfer TL42565/90.

Description: Single storey brick and/or cement residence under iron, tile or asbestos roof, consisting of bedroom/s, bathroom, lounge and kitchen.

Improvements (which are not warranted to be correct and not guaranteed).

The material conditions of sale are:

1. Voetstoots and without reserve.
2. Deposit of 10% (ten per centum) cash immediately after the sale. Guarantee for balance within 30 days after the sale.
3. Possession and occupation on payment of deposit and costs.
4. Further conditions available for inspection at Sheriff's Office, Boksburg.

Dated at Boksburg on the 30th day of January 1995.

M. Traube, for Moodie Moodie & Van Rensburg, Legis Domus Building, Trichardt Street, Boksburg. (Tel. 892-3050.) (Ref. Anita Nieuwoudt/BK238.)

Case 8533/94

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

In the matter between **Khayaletu Home Loans (Pty) Ltd**, Plaintiff, and **Kgoete Sentsima Lucas**, Defendant

On Friday, 3 March 1995 at 11:15, a public auction sale will be held in front of the Sheriff of the Court's office, 182 Leeuwpoot Street, Boksburg, at which the Sheriff pursuant to a judgment of the Court in this action, warrant of execution issued in terms thereof and attachment in execution made thereunder sell all the right, title and interest in and to the leasehold over:

Property: Erf 10376, together with all erections or structures thereon in the Township of Vosloorus Extension 14, Boksburg, measuring 276 square metres, held under Deed of Transfer T39217/90.

Description: Single storey brick and/or cement residence under iron, tile or asbestos roof, consisting of bedroom/s, bathroom, lounge and kitchen.

Improvements (which are not warranted to be correct and not guaranteed).

The material conditions of sale are:

1. Voetstoots and without reserve.
2. Deposit of 10% (ten per centum) cash immediately after the sale. Guarantee for balance within 30 days after the sale.
3. Possession and occupation on payment of deposit and costs.
4. Further conditions available for inspection at Sheriff's office, Boksburg.

Dated at Boksburg on the 30th day of January 1995.

M. Traube, for Moodie Moodie & Van Rensburg, Legis Domus Building, Trichardt Street, Boksburg. (Tel. 892-3050.) (Ref. Anita Nieuwoudt/BK255.)

Case 8548/94

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

In the matter between **Khayaletu Home Loans (Pty) Ltd**, Plaintiff, and **Khumalo Mngoma Johannes**, Defendant

On Friday, 3 March 1995 at 11:15, a public auction sale will be held in front of the Sheriff of the Court's office, 182 Leeuwpoot Street, Boksburg, at which the Sheriff pursuant to a judgment of the Court in this action, warrant of execution issued in terms thereof and attachment in execution made thereunder sell all the right, title and interest in and to the leasehold over:

Property: Erf 10787, together with all erections or structures thereon in the Township of Vosloorus Extension 14, Boksburg, measuring 231 square metres, held under Deed of Transfer T51478/93.

Description: Single storey brick and/or cement residence under iron, tile or asbestos roof, consisting of bedroom/s, bathroom, lounge and kitchen.

Improvements (which are not warranted to be correct and not guaranteed).

The material conditions of sale are:

1. Voetstoots and without reserve.
2. Deposit of 10% (ten per centum) cash immediately after the sale. Guarantee for balance within 30 days after the sale.
3. Possession and occupation on payment of deposit and costs.
4. Further conditions available for inspection at Sheriff's office, Boksburg.

Dated at Boksburg on the 30th day of January 1995.

M. Traube, for Moodie Moodie & Van Rensburg, Legis Domus Building, Trichardt Street, Boksburg. (Tel. 892-3050.) (Ref. Anita Nieuwoudt/BK230.)

Case 8568/94

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

In the matter between **Khayaletu Home Loans (Pty) Ltd**, Plaintiff, and **Kale Lebohang Solomon**, First Defendant, and **Kale Rinah Alvina**, Second Defendant

On Friday, 3 March 1995 at 11:15, a public auction sale will be held in front of the Sheriff of the Court's office, 182 Leeuwpoot Street, Boksburg, at which the Sheriff pursuant to a judgment of the Court in this action, warrant of execution issued in terms thereof and attachment in execution made thereunder sell all the right, title and interest in and to the leasehold over:

Property: Erf 10585, together with all erections or structures thereon in the Township of Vosloorus Extension 14, Boksburg, measuring 231 square metres, held under Deed of Transfer TL62/91.

Description: Single storey brick and/or cement residence under iron, tile or asbestos roof, consisting of bedroom/s, bathroom, lounge and kitchen.

Improvements (which are not warranted to be correct and not guaranteed).

The material conditions of sale are:

1. Voetstoots and without reserve.
2. Deposit of 10% (ten per centum) cash immediately after the sale. Guarantee for balance within 30 days after the sale.
3. Possession and occupation on payment of deposit and costs.
4. Further conditions available for inspection at Sheriff's office, Boksburg.

Dated at Boksburg on the 30th day of January 1995.

M. Traube, for Moodie Moodie & Van Rensburg, Legis Domus Building, Trichardt Street, Boksburg. (Tel. 892-3050.) (Ref. Anita Nieuwoudt/BK224.)

Case 8538/94

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

In the matter between **Khayaletu Home Loans (Pty) Ltd**, Plaintiff, and **Jeje Michael Xolile**, Defendant

On Friday, 3 March 1995 at 11:15, a public auction sale will be held in front of the Sheriff of the Court's office, 182 Leeuwpoot Street, Boksburg, at which the Sheriff pursuant to a judgment of the Court in this action, warrant of execution issued in terms thereof and attachment in execution made thereunder sell all the right, title and interest in and to the leasehold over:

Property: Erf 11375, together with all erections or structures thereon in the Township of Vosloorus Extension 14, Boksburg, measuring 264 square metres, held under Deed of Transfer TL10237/90.

Description: Single storey brick and/or cement residence under iron, tile or asbestos roof, consisting of bedroom/s, bathroom, lounge and kitchen.

Improvements (which are not warranted to be correct and not guaranteed).

The material conditions of sale are:

1. Voetstoots and without reserve.
 2. Deposit of 10% (ten per centum) cash immediately after the sale. Guarantee for balance within 30 days after the sale.
 3. Possession and occupation on payment of deposit and costs.
 4. Further conditions available for inspection at Sheriff's office, Boksburg.
- Dated at Boksburg on the 30th day of January 1995.

M. Traube, for Moodie Moodie & Van Rensburg, Legis Domus Building, Trichardt Street, Boksburg. (Tel. 892-3050.) (Ref. Anita Nieuwoudt/BK263.)

Case 8553/94

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

In the matter between **Khayaletu Home Loans (Pty) Ltd**, Plaintiff, and **Hlongwane Abram**, First Defendant and **Sbongile Esther**, Second Defendant

On Friday, 3 March 1995 at 11:15, a public auction sale will be held in front of the Sheriff of the Court's Offices, 182 Leeuwpoort Street, Boksburg, at which the Sheriff pursuant to a judgment of the Court in this action, warrant of execution issued in terms thereof and attachment in execution made thereunder sell all the right, title and interest in and to the leasehold over:

Property: Erf 10731, together with all erections or structures thereon in the Township of Vosloorus Extension 14, Boksburg, measuring 231 square metres, held under Deed of Transfer TL32873/93.

Description: Single storey brick and/or cement residence under iron, tile or asbestos roof consisting of bedroom/s, bathroom, lounge and kitchen.

Improvements (which are not warranted to be correct and not guaranteed).

The material conditions of sale are:

1. Voetstoots and without reserve.
 2. Deposit of 10% (ten per cent) cash immediately after the sale. Guarantee for balance within 30 days after the sale.
 3. Possession and occupation on payment of deposit and costs.
 4. Further conditions available for inspection at Sheriff's Office, Boksburg.
- Dated at Boksburg on this the 30th day of January 1995.

M. Traube, for Moodie Moodie & Van Rensburg, Legis Domus Building, Trichardt Street, Boksburg. (Tel. 892-3050.) (Ref. Anita Nieuwoudt/BK242.)

Case 8541/94

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

In the matter between **Khayaletu Home Loans (Pty) Ltd**, Plaintiff, and **Hara Rafael**, First Defendant and **Hara Nonhlanhla**, Second Defendant

On Friday, 3 March 1995 at 11:15, a public auction sale will be held in front of the Sheriff of the Court's Offices, 182 Leeuwpoort Street, Boksburg, at which the Sheriff pursuant to a judgment of the Court in this action, warrant of execution issued in terms thereof and attachment in execution made thereunder sell all the right, title and interest in and to the leasehold over:

Property: Erf 10862, together with all erections or structures thereon in the Township of Vosloorus Extension 14, Boksburg, measuring 231 square metres, held under Deed of Transfer TL45307/90.

Description: Single storey brick and/or cement residence under iron, tile or asbestos roof consisting of bedroom/s, bathroom, lounge and kitchen.

Improvements (which are not warranted to be correct and not guaranteed).

The material conditions of sale are:

1. Voetstoots and without reserve.
 2. Deposit of 10% (ten per cent) cash immediately after the sale. Guarantee for balance within 30 days after the sale.
 3. Possession and occupation on payment of deposit and costs.
 4. Further conditions available for inspection at Sheriff's Office, Boksburg.
- Dated at Boksburg on this the 30th day of January 1995.

M. Traube, for Moodie Moodie & Van Rensburg, Legis Domus Building, Trichardt Street, Boksburg. (Tel. 892-3050.) (Ref. Anita Nieuwoudt/BK236.)

Case 8534/94

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

In the matter between **Khayaletu Home Loans (Pty) Ltd**, Plaintiff, and **Dhludhlu Edith Ntombikayne**, Defendant

On Friday, 3 March 1995 at 11:15, a public auction sale will be held in front of the Sheriff of the Court's Offices, 182 Leeuwpoort Street, Boksburg, at which the Sheriff pursuant to a judgment of the Court in this action, warrant of execution issued in terms thereof and attachment in execution made thereunder sell all the right, title and interest in and to the leasehold over:

Property: Erf 10353, together with all erections or structures thereon in the Township of Vosloorus Extension 14, Boksburg, measuring 276 square metres, held under Deed of Transfer TL5403/92.

Description: Single storey brick and/or cement residence under iron, tile or asbestos roof consisting of bedroom/s, bathroom, lounge and kitchen.

Improvements (which are not warranted to be correct and not guaranteed).

The material conditions of sale are:

1. Voetstoots and without reserve.
2. Deposit of 10% (ten per cent) cash immediately after the sale. Guarantee for balance within 30 days after the sale.
3. Possession and occupation on payment of deposit and costs.
4. Further conditions available for inspection at Sheriff's Office, Boksburg.

Dated at Boksburg on this the 30th day of January 1995.

M. Traube, for Moodie Moodie & Van Rensburg, Legis Domus Building, Trichardt Street, Boksburg. (Tel. 892-3050.) (Ref. Anita Nieuwoudt/BK254.)

Case 12404/94

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 **Neil Edward Roomer**, Defendant

In pursuance of a judgment of the above Honourable Court dated 22 November 1994, the following property will be sold in execution, on Friday, 24 February 1995 at 10:00, Sheriff's Office, 41A Beaconsfield Avenue, Vereeniging, to the highest bidder, viz:

Holding 193, Walkers Fruit Farms Small Holdings Agricultural Holdings, Registration Division IQ, Transvaal, measuring 4,0471 (four comma nought four seven one) hectares, being Second Avenue, Walker Fruit Farms, Meyerton, Holding 193.

Comprising: Semi-detached dwelling, six rooms, bathroom, kitchen, scullery, servants' quarters, three carports, stable, store-room and sink roof.

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 19th 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/30455 (G).]

Case 24361/94

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

In the matter between **First National Bank of SA Limited**, Execution Creditor, and **Ntombela Senior Sibusiso**, 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 by the Sheriff at the Sheriff's Offices, 439 Prince George Avenue, Brakpan, 3 March 1995 at 11:00, in respect of the undermentioned property of the Execution Debtor on the conditions to be read out by the auctioneer at the offices of the Sheriff:

Certain: Erf 1758, Dalpark Extension 6 Township, Registration Division IR, Transvaal, measuring 1 068 (one thousand and sixty-eight square metres, held under Deed of Transfer T43296/91, situated 18 Camelthorn Crescent, Dalpark, Extension 6, Brakpan.

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

Single-storey dwelling, lounge, dining-room, kitchen, three bedrooms, two bathrooms and a swimming-pool.

Servants Quarters and toilet.

Erf is fully walled.

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

Auctioneer's charges, payable on the day of 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 23rd day of January 1995.

Uys Nel, Execution Creditor's Attorneys, Suite 1811, Sanlam Centre, Jeppe Street, Johannesburg. (Tel. 333-1595.) (Ref. D. Uys/F07012/N0472.)

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

In die saak tussen **Charles Sydney Laird**, Eiser, en **Derek Macik**, Verweerder

Ten uitvoerlegging van 'n vonnis toegestaan deur die Hooggeregshof van die Republiek van Suid-Afrika (Witwatersrandse Plaaslike Afdeling), 3 September 1993, in bogemelde saak, sal 'n verkoping met reserwe deur die Balju van die Hooggeregshof op 2 Maart 1995 om 10:00, te Marshallstraat 131, Johannesburg, gehou word van die ondergenoemde eiendom van die eksekusieskuldeiser op die voorwaardes wat deur die afslaer uitgelees sal word ten tye van die verkoping en welke voorwaardes voor die verkoping gelees kan word by die kantoor van die bogemelde balju:

Sekere erf nommer: 'n Halwe gedeelte van Erf 2420, Northcliff-uitbreiding 12, Registrasieafdeling IQ, Johannesburg, Transportakte T9901/83, grootte 1 983 vierkante meter, ook bekend as Tessalaan 6, Northcliff-uitbreiding 12.

Beskrywing: Baksteen konstruksie onder teëldak: Vier slaapkamers, vier badkamers, sitkamer, eetkamer, speelkamer, kombuis, twee kleedkamers, voorportaal, dubbele motorhuis, stoorkamer, toilet en swembad.

Verbeterings is nie gewaarborg nie

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

1. Die eiendom sal voetstoots en met reserwe verkoop word.

2. Die koper sal 10% (tien) persent as deposito in kontant betaal by toeslaan van die bod. Waarborg vir balans binne 14 dae na veiling.

3. Besit en okkupasie met betaling van deposito en koste.

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

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

N. Becker Inc., Prokureurs vir Eiser, President Chambers, Presidentstraat 149, Johannesburg. (Ref. Mr T. Berman/EL.)

Saak 7750/94

IN DIE LANDDROSHOF VIR DIE DISTRIK KRUGERSDORP GEHOU TE KRUGERSDORP

In die saak tussen **NBS Bank Beperk (Reg. No. 87/01384/06)**, Eiser, en **Philippus Jacobus Mans**, Verweerder

Ter uitvoering van 'n vonnis en lasbrief vir eksekusie toegestaan deur bogenoemde Hof op 7 Desember 1994, sal die ondervermelde eiendom op 1 Maart 1995 om 10:00, aan die hoogste bieder by die kantore van die Balju te Klaburnhof, Ockersesstraat 22B, Krugersdorp, verkoop word:

Erf 821, Kenmare-uitbreiding 1, dorpsgebied, Registrasieafdeling IQ, Transvaal, groot 1 116 (eenduisend eenhonderd-entsestien) vierkante meter ook bekend as Howthweg 60, Kenmare, Krugersdorp.

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 Titellakte T11117/94.

Die volledige verkoopvoorwaardes;

en sal verkoop word aan die hoogste bieder.

2. Die volgende verbeteringe is op die eiendom aangebring:

Sitkamer, gesinskamer, eetkamer, studeerkamer, twee badkamers, drie slaapkamers, gang, kombuis en opwaskamer. Buitetoilet, bediendekamer en dubbelmotorhuis. Swembad en 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, Ockersesstraat 22B, Krugersdorp.

Geteken te Krugersdorp op hierdie 23ste dag van Januarie 1995.

A. Fourie, vir Van Rensburgs, Eerste Verdieping, NBS-gebou, Monumentstraat 16, Krugersdorp. (Tel. 953-1026.) (Verw. A. Fourie.N271.)

VERKOPINGS

Al die verkopings sal gehou word by die kantore van die Landdroskantoor, Vanderbijlpark, 1939, op Vrydag, 17 Februarie 1995 om 10:00.

Eksekusiekrediteur: Nedcor Bank Beperk.

Die hiernagenoemde eiendomme sal vir verkoping aangebied word waarvan die materiële voorwaardes van die verkoping soos volg is:

Geen waarborg of versekering met betrekking tot die aard van die verbeterings word gegee nie.

(a) Die verkoping sal deur publieke veiling gehou word en sonder reserwe en sal voetstoots wees.

(b) Die prys sal rentedraend wees teen die huidige koers van tyd tot tyd in terme van die verband oor die eiendom gehou deur die Eiser vanaf datum van verkoping tot datum van betaling.

(c) Onmiddellik na die verkoping sal die koper die voorwaardes van verkoping teken wat by die Baljukantoor, Vanderbijlpark, nagegaan mag word.

(d) Die koper sal alle bedrae wat nodig mag word om oordrag van die eiendom te verkry betaal, insluitende alle oordragskoste, hereregte, terreinhuur en ander kostes verskuldig aan die Plaaslike Owerheid, rente ensovoorts.

(e) Die koopprys sal betaalbaar wees teen 10% (tien persent) daarvan of R400 (vierhonderd rand), watter een ookal die meerdere is, tesame met die Baljukostes van 5% (vyf persent) van die opbrengs van die verkoping, betaalbaar deur die koper tot 'n prys van R20 000 en daarna 3% (drie persent) tot 'n maksimum van R6 000 met 'n minimum van R200, onmiddellik na die verkoping, in kontant of deur 'n bankgewaarborgde tjek, en die onbetaalde balans tesame met rente op die algehele koopprys betaalbaar word of verseker word deur 'n bank- of bougenootskapwaarborg binne 14 (veertien) dae vanaf datum van die verkoping.

(f) In gebreke met die bepalings van die voorwaardes van verkoping, kan die koper verplig wees om 10% (tien persent) van die koopprys te betaal as rouwkoop.

(g) Die volledige voorwaardes van verkoping is beskikbaar vir inspeksie by die kantoor van die Balju, Vanderbijlpark.

Saak 6712/93.

Vonnisskuldenaars: S. Lehoko en P. Lehoko.

Eiendom: Alle reg, titel en belang in die huurpag ten opsigte van Perseel 6023, Sebokeng Eenheid 12-dorpsgebied, Registrasieafdeling IQ, Transvaal.

Grootte van eiendom: Groot 276 vierkante meter.

Beskrywing van eiendom: Woonhuis met geen buitegeboue.

Straatadres van eiendom: Perseel 6023, Sebokeng Eenheid 12, distrik Vanderbijlpark.

Rente op vonnisskuld: 18% (agtien persent).

L. M. Barnard, vir Snijman & Smullen, Eiser se Prokureur, Barclayssentrum, Lesliestraat 29, Posbus 38, Vereeniging, 1930. (Verw. mev. Davel/6/539.)

Case 24782/94

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Mfundisi John Masango**, First Defendant, and **Rita Masango**, Second Defendant

A sale in execution of the undermentioned property is to be held in front of the Magistrate's Court, Van Riebeeck Street, Belfast, on Friday, 3 March 1995 at 10:00:

Full conditions of sale can be inspected at the Sheriff, Belfast, at corner of Vermooten and Van Riebeeck Streets, Belfast, and will be read out prior to the sale.

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

Property: All right, title and interest to the leasehold in respect of Erf 927, Township of Siyathuthuka, Registration Division JS, Transvaal.

Improvements: Single storey, bedroom, kitchen, lounge and bathroom.

Hack Stupel & Ross, Attorneys for the Plaintiff, P.O. Box 2000, Pretoria. [Tel. (012) 325-4185.] (Ref. B. du Plooy/LVDM/GT 2134.)

Saak 7576/94

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

In die saak tussen **Standard Bank van Suid-Afrika Bpk.**, Eiser, en **Telekelo Zaccheus Litheko**, Verweerder Eksekusieverkoping gehou te word te die kantore van die Balju, Rotterdamweg, Evander, op 8 Maart 1995 om 14:00:

Van Erf 8910, Embalenhle-uitbreiding 12, Evander, Registrasieafdeling IS, ook bekend as 8910 Embalenhle-uitbreiding 12, Evander, grootte 298 m² (tweehonderd agt-en-negentig) vierkante meter.

Die eiendom is geleë en staan bekend as 8910 Embalenhle-uitbreiding 12, Evander.

Verbeterings bestaan uit 'n sitkamer, kombuis, drie slaapkamers en badkamer.

'n Substansiële bouvereniging verband kan gereël word vir die goedgekeurde koper.

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

Die verkoopvoorwaardes kan ingesien word by die kantore van die Adjunkbalju, Evander.

S. W. Hugo, vir Solomon Nicolson Rein & Verster, Sewende Verdieping, NBS-gebou, Pretoriusstraat 259, Posbus 645, Pretoria, 0001. (Verw. mnr. Hugo/pd/SB376.)

Saak 11643/92

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **Boland Bank Beperk**, Eiser, en **Stephanie van den Berg**, handeldrywende as Amore Textiles/Bernina, Eerste Verweerder, en **Daniel Petrus van den Berg**, Tweede Verweerder

Ter uitwinning van 'n vonnis van die Hooggeregshof van Suid-Afrika (Transvaalse Provinsiale Afdeling) in bogemelde saak, sal 'n verkoping gehou word te die kantore van die Balju Pretoria-Oos, Strubenstraat 142, Pretoria, op Woensdag, 8 Maart 1995 om 10:00, van die ondervermelde eiendom van die Tweede Verweerder op die voorwaardes wat deur die veilingsafslaer gelees sal word ten tye van die verkoping en welke voorwaardes by die kantore van die Balju Hooggeregshof, Pretoria-Oos voor die verkoping ter insae sal lê:

Gedeelte 1 van Erf 488, geleë in die dorpsgebied Muckleneuk, groot 1 983 vierkante meter, gehou kragtens Akte van Transport T27155/1979, beter bekend as Charlesstraat 32, Bailey's Muckleneuk, Pretoria.

Verbeterings: Tweeverdiepingwoonhuis met drie slaapkamers, sitkamer, eetkamer, kombuis, een en 'n half badkamers, gesinskamer, studeerkamer en portaal, vloere matte en teëls, bediendekamer met toilet en stort, twee motorhuise, swembad, steenomheining, plaveisel en boorgat. Daar is ook 'n woonstel op die erf geleë met twee slaapkamers, badkamer, kombuis, asook twee motorhuise.

Die bovermelde inligting in verband met verbeterings op die eiendom word verstrek maar geen waarborg kan daarvoor gegee word nie.

Geteken te Pretoria hierdie 3de dag van Februarie 1995.

Van der Merwe Du Toit & Fuchs, Prokureurs vir die Eiser, 14de Verdieping, Sanlamsentrum, Andriesstraat 252, Pretoria. (Verw. P. J. Smit/JG/CB2 0047.)

Case 26684/94

PH 267

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Jardine, Derek Winston**, First Defendant, and **Levinson, Hilda 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 Sheriff's Sales Rooms, 182 Progress Avenue, Technikon, Roodepoort, on Friday, 3 March 1995 at 10:00, of the undermentioned immovable property of the Defendants on the conditions which will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Roodepoort, at 182 Progress Avenue, Technikon, Roodepoort:

Erf 376, Fleurhof Township, Registration Division IQ, Transvaal, measuring 897 m², held by the Defendants under Deed of Transfer T7572/1993, being 54 Klinker Avenue, Fleurhof.

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/w.c., kitchen, bathroom/w.c./shower and garage.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to 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 25th day of January 1995.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z77617/FCLS/Mr Brewer/djl.)

Case 30249/94
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 **Pieterse, Johan Christiaan Adriaan Jacobus**, First Defendant, and **Pieterse, Elizabeth Elvera**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court at the Sheriff's Sale Rooms, 182 Progress Avenue, Technikon, Roodepoort, on Friday, 3 March 1995 at 10:00, of the undermentioned immovable property of the Defendants on the conditions which will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Roodepoort, at 182 Progress Avenue, Technikon, Roodepoort:

Erf 299, Florida Lake Township, Registration Division IQ, Transvaal, measuring 763 m², held by the Defendants under Deed of Transfer T25158/1976, being 32 Kempaans Street, Florida Lake.

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/w.c., garage, servant's 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 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 25th day of January 1995.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. ZA1810/FCLS/Mr Brewer/djl.)

Case 22838/94

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

In the matter between **First National Bank of Southern Africa Limited**, Plaintiff, and **Lekoto Joseph Mashishi**, First Defendant, and **Jacoline Mashishi**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve, will be held at the offices of the Deputy Sheriff, 182 Leeuwpoot Street, Boksburg, on 24 February 1995 at 11:15, of the undermentioned property of the Defendants on the conditions to be read out by the auctioneer at the time of the sale and which conditions may be inspected at the offices of the Deputy Sheriff, Johannesburg West, prior to the sale:

Erf 16219, Vosloorus Extension 16 Township, Registration Division IR, Transvaal, in extent 386 (three hundred and eighty-six) square metres, held under Certificate of Ownership TE44233/93, situated at Erf 16219, Vosloorus Extension 16, Boksburg.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: A residential dwelling comprising lounge, kitchen, three bedrooms, bathroom and toilet, under tiled roof.

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

Auctioneer's charges, which also payable on the date of sale, are as follows: 5% (five per cent) on the proceeds of the sale up to R20 000 and thereafter 3% (three per cent) up to a maximum fee of R6 000, minimum charges R200.

Signed at Johannesburg this 25th day of January 1995.

Nathanson, Bowman & Nathan, Plaintiff's Attorneys, Seventh Floor, North State, corner of Market and Kruis Streets, Johannesburg. (Ref. D. W. Phillips.)

Case 27912/94
PH 233IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)

In the matter between **First National Bank of Southern Africa Limited**, Plaintiff, and **Molefe Johannes Mokobane**, First Defendant, and **Maria Bafedile Mokobane**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve, will be held at the offices of the Deputy Sheriff, 131 Marshall Street, Johannesburg, on 9 March 1995 at 10:00, of the undermentioned property of the Defendants on the conditions to be read out by the auctioneer at the time of the sale and which conditions may be inspected at the offices of the Deputy Sheriff, Johannesburg West, prior to the sale:

Erf 2911, Protea Glen Extension 2 Township, Registration Division IQ, Transvaal, in extent 285 (two hundred and eighty-five) square metres, held under Certificate of Ownership T27438/1993, situated at Erf 2911, Protea Glen Extension 2 Township, Soweto.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: A residential dwelling comprising lounge, kitchen, three bedrooms, bathroom and toilet, under tiled roof.

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

Auctioneer's charges, which are also payable on the date of sale, are as follows: 5% (five per cent) on the proceeds of the sale up to R20 000 and thereafter 3% (three per cent) up to a maximum fee of R6 000, minimum charges R200.

Signed at Johannesburg this 30th day of January 1995.

Nathanson Bowman & Nathan, Plaintiff's Attorneys, Seventh Floor, North State, corner of Market and Kruis Streets, Johannesburg. (Ref. D. W. Phillips.)

Case 20318/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Schneider, Manfred Erwin**, 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 of Boksburg, 182 Leeuwpoot Street, Boksburg, on Friday, 3 March 1995 at 11:15, 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 448, Sunward Park Extension 2 Township, Registration Division IR, Transvaal, area 986 square metres, situation 26 Caston Road, Sunward Park Extension 2, Boksburg.

Improvements (not guaranteed): Single storey face brick dwelling under tiles consisting of entrance hall, lounge, dining-room, family room, kitchen with pantry, two bathrooms, four bedrooms, two garages, swimming-pool, fully walled with burglar-proofing

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

Dated at Germiston, for Huftel Klawansky & Farber, c/o Nathanson Bowman & Nathan, Plaintiff's Attorneys, Seventh Floor, North State, corner of Market and Kruis Streets, Johannesburg. (Tel. 873-9250.) (Ref. Bef/Mrs J. Nadin/N14/94.)

Case 72235/94

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 **Msomi, Duduzile Cynthia**, Defendant

In execution of a judgment of the Magistrate's Court, Johannesburg, in the above-mentioned suit, a sale without reserve will be held by the Sheriff, at the offices of the Sheriff, Roodepoort, at 182 Progress Drive, Lindhaven, Roodepoort, on Friday, 3 March 1995 at 11:15, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the Sheriff's Offices, and read out prior to the sale:

Erf 415, Dobsonville Gardens Township, Registration Division IQ, Transvaal, measuring 242 (two hundred and forty-two) square metres, held under Certificate of Ownership TE40360/1993, situated at 415 Dobsonville Gardens, Roodepoort.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: Dwelling, bedrooms, lounge, kitchen, 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 or building society 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 at 5% (five per cent) on the proceeds of the sale up to a price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R100 (one hundred rand).

Dated at Johannesburg on this the 25th day of January 1995.

Karolia & Surtees, Plaintiff's Attorneys, Second Floor, 63 Avenue Road, Fordsburg. (Tel. 838-2395/6/7/8.) (Ref. HGMK/hk/7300.875.)

Saak 5571/90

IN DIE LANDDROSHOF VIR DIE DISTRIK KRUGERSDORP GEHOU TE KRUGERSDORP

In die saak tussen **NBS Bank Beperk** (Reg. No. 87/01384/06), Eiser, en **Laurence Magonono**, Verweerder

Ter uitvoering van 'n vonnis en lasbrief vir eksekusie toegestaan deur bogenoemde Hof op 14 September 1990, sal die ondervermelde eiendom op 1 Maart 1995 om 10:00, aan die hoogste bieder by die kantore van die Balju, te Klaburnhof, Ockersestraat 22B, Krugersdorp, verkoop word:

Erf 11040, Kagiso-uitbreiding 6-dorpsgebied, Registrasieafdeling IQ, Transvaal, groot 299 (tweehonderd nege-en-negentig) vierkante meter, ook bekend as 11040 Mississippistraat, Kagiso-uitbreiding 6.

Voorwaardes van die verkoop:

1. Die verkoping sal onderhewig wees aan:

- (a) Die bepalings van die Wet op Landdroshofe en die regulasies daarkragtens uitgevaardig,
- (b) Die voorwaardes van die Sertifikaat van Geregistreerde Huurpag TL53429/1989,
- (c) die volledige verkoopvoorwaardes, en sal verkoop word aan die hoogste bieder.

2. Die volgende verbeteringe is op die eiendom aangebring: Familiekamer, kombuis, drie slaapkamers, badkamer en gang, omheinde erf.

3. *Terme:* Tien per centum (10%) van die koopprys sal in kontant betaalbaar wees op die dag van die veiling en die balans tesame met rente daarop teen 21,25 % (een-en-twintig komma twee vyf 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 13de dag van Januarie 1995.

A. Fourie, vir Van Rensburgs, Eerste Verdieping, NBS-gebou, Monumentstraat 16, Krugersdorp. (Tel. 953-1026.) (Verw. A. Fourie/N53.)

Saak 4590/94

IN DIE LANDDROSHOF VIR DIE DISTRIK ROODEPOORT GEHOU TE ROODEPOORT

In die saak tussen **Eerste Nasionale Bank van Suidelike Afrika Beperk**, Eiser, en **Anna Sophia Appelgrein**, Verweerder

Ter uitwinning van 'n vonnis in die Landdroshof, Roodepoort, in bogemelde saak op 27 Mei 1994 sal 'n verkoping gehou word op 1 Maart 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:

Erf 691, Kenmare-dorpsgebied, Registrasieafdeling IQ, Transvaal, groot 744 (sewehonderd vier-en-veertig) vierkante meter, gehou deur Verweerder kragtens Akte van Transport T49170/1993.

Die eiendom is gesoneer Residensieel 1, en is geleë te Garrickstraat 54, Kenmare, Krugersdorp, en bestaan uit sitkamer, eetkamer, twee badkamers, drie slaapkamers, gang, kombuis, tuin, swembad, buite toilet, bedienekamer, twee motorhuise, dak met IBR plate, gepleisterde mure, staalvensterrame en omhein, alhoewel geen waarborg in hierdie verband gegee word nie.

Voorwaardes: 10% (tien persent) van die koopprys en afslaelsgelde in kontant op die dag van die verkoping en die balans teen registrasie van transport. Ten opsigte van die balans moet 'n bankwaarborg of ander aanneembare waarborg binne 21 dae vanaf die datum van die verkoping aan die Balju verskaf word. Die volledige verkoopvoorwaardes kan ingesien word ten kantore van die Balju, Klaburnhof, Ockersestraat 22B, Krugersdorp.

Gedateer te Roodepoort op die 20ste dag van Januarie 1995.

A. M. Claassen, vir Claassen Coetzee, Eiser se Prokureurs, Eerste Verdieping, NBS-gebou, Kerkstraat, Posbus 303, Roodepoort. (Tel. 760-1065.) (Verw. AMC/EA170/10/94.)

Case 6618/94

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 **Visser, Jeremia Josia Jacobus**, First Defendant, and **Visser, Catharina Sophia Louisa**, 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 (Wonderboom), at Portion 83, De Onderstepoort, north of Sasko Mills, old Warmbaths Road, Bon-Accord, on Friday, 3 March 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, Pretoria North (Wonderboom), at Portion 83, De Onderstepoort, north of Sasko Mills, old Warmbaths Road, Bon-Accord:

Erf 209, Karenpark Township, Registration Division JR, Transvaal, measuring 1 298 m², held by the Defendants under Deed of Transfer T12451/86, being 14 Kamelia Road, Karenpark, Pretoria.

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

The dwelling consists of entrance hall, lounge, dining-room, kitchen, three bedrooms and bathroom/w.c.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg on this 13th day of January 1995.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z73683/Mr McCallum/Ms Isola/hs.)

Case 5690/94

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

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **William Mosala Moruti**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Transvaal Provincial Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court, at the main entrance of the Magistrate's Court, Van Riebeeck Street, Potchefstroom, on Friday, 3 March 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, Potchefstroom, at 20 Borrius Street, Bailey Park, Potchefstroom:

The rights of leasehold in respect of Erf 6691, Ikageng Township, Registration Division IQ, Transvaal, measuring 432 m², held by the Defendant under Certificate of Right of Leasehold TL83130/1988, being 6691 Ikageng.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

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

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z94105/FCLS/Mr Brewer/djl.)

Case 14772/94
PH 267

IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand 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 **Mbatha Velaphi Arthur**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Provincial Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court, at 182 Leeupoort Street, Boksburg, on Friday, 3 March 1995 at 11:15, of the undermentioned immovable property of the Defendant on the conditions which will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Boksburg, 182 Leeupoort Street, Boksburg:

The right of leasehold in respect of Erf 560, Mabuya Park, Vosloorus, Boksburg.

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 on this 13th day of January 1995.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z97697/Mr Preiss/kw.)

Case 239/88
PH 267

IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand 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 **Lehau, Marcus**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Provincial 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, 2 March 1995 at 10:00, of the undermentioned immovable property of the Defendant on the conditions which will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Johannesburg West, at Second Floor, 32 Von Brandis Street, Johannesburg:

The right of leasehold in respect of Erf 627, situated in the Township of Diepkloof, Registration Division IQ, Transvaal, measuring 440 m², held by the Defendant under Deed of Transfer TL27243/1985, being 627 Diepkloof, Soweto.

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

The dwelling consists of three bedrooms, lounge, kitchen, dining-room, two bathrooms/w.c., garage, store-room and outside w.c.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg on this 17th day of January 1995.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. ZA2278/Mr McCallum/Ms Isola/hs.)

Case 11917/94
PH 267

IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand 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 **Howard, Graham Reginald**, First Defendant, and **Roux, Hester Petronella**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Provincial Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court, at the Sheriff's Sale-rooms, 182 Progress Avenue, Technikon, Roodepoort, on Friday, 3 March 1995 at 10:00, of the undermentioned immovable property of the Defendants on the conditions which will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Roodepoort, at 182 Progress Avenue, Technikon, Roodepoort:

Erf 951, Florida Township, Registration Division IQ, Transvaal, measuring 1 407 m², held by the Defendants under Deed of Transfer T9006/1993, being 16 Sixth Avenue, Florida.

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/w.c., kitchen, scullery, two servant's rooms, two store-rooms 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 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 23rd day of January 1995.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z96697/FCLS/Mr Brewer/djl.)

Case 25348/93

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 **Anvar Suliman Aswat**, 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 Sheriff's Office, 61B Schweizer Street, Schweizer-Reneke, on Friday, 3 March 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 Sheriff's Office, 61B Schweizer Street, Schweizer-Reneke, and at the Magistrate's Court, Botha Street, Schweizer Reneke.

Erf 770, Schweizer Reneke Extension 9 Township, Registration Division HO, Transvaal, measuring 1 144 (one thousand one hundred and forty-four) square metres, held by the Defendant under Deed of Transfer T13934/1993, being 3 Palm Street, Roshenville.

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, four bedrooms, bathroom/w.c., kitchen, scullery, double garage, servant's room, shower/w.c. and carport.

The granny flat consists of lounge, bedrooms and bathroom/shower/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, 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 20th day of January 1995.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z74588/FCLS/Mr Brewer/djl.)

Case 10083/94

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

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Pitso Richard Phahlane**, First Defendant, and **Silohlang Evah Phahlane**, 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 Sheriff's Office, 61B Schweizer Street, Schweizer-Reneke, on Friday, 3 March 1995 at 10:30, of the undermentioned immovable property of the Defendants on the conditions which will lie for inspection, prior to the sale, at the Sheriff's Office, 61B Schweizer Street, Schweizer-Reneke, and at the Magistrate's Court, Botha Street, Schweizer-Reneke.

The right of leasehold in respect of Erf 815, Ipelegeng Township, Registration Division HO, Transvaal, measuring 306 (three hundred and six) square metres, held by the Defendants under Certificate of Right of Leasehold TL24829/1987, being 815 Ipelegeng.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The dwelling consists of lounge, two bedrooms, bathroom/w.c. and kitchen.

Terms: 10% (ten per centum) of the purchase price in cash on the day of the sale; the balance payable against registration of transfer, to be secured by a bank, building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the 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 20th day of January 1995.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z97399/FCLS/Mr Brewer/djl.)

Case 9844/94

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 **Khazamula John Ngobeni**, First Defendant, and **Ellen Kelebogile Ngobeni**, 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 54A Lang Street, Lichtenburg, on Friday, 3 March 1995 at 10:30, 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, Lichtenburg, at 54A Lang Street, Lichtenburg.

The right of leasehold in respect of Erf 108, Boikhutso Township, Registration Division IP, Transvaal, measuring 264 (two hundred and sixty-four) square metres, held by the Defendants under Certificate of Right of Leasehold TL13048/1988, being 108 Tilo Street, Boikhutso.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The dwelling consists of lounge, three bedrooms, bathroom/w.c. and kitchen.

Terms: 10% (ten per centum) of the purchase price in cash on the day of the sale; the balance payable against registration of transfer, to be secured by a bank, 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 20th day of January 1995.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z97385/FCLS/Mr Brewer/djl.)

Case 30836/94
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 **Keschner Ronald Elliot**, First Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court, at the office of De Klerk Vermaak & Partners, Overvaal, 28 Kruger Street, Vereeniging, on Thursday, 2 March 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.

Portion 108 (portion of Portion 5) of the farm Nooitgedacht 176 Township, Registration Division IR, Transvaal, measuring 2,0133 (two comma nought one three three) hectares; held by the Defendant under Deed of Transfer T6306/1990, being 108 Arizona Crescent, Blue Saddle Ranches, Meyerton.

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, 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 20th day of January 1995.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. ZA1887/FCLS/Mr Brewer/djl.)

Case 3541/94

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

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Zwellinzema David Chunongwa**, First Defendant, and **Kefilwe Lena Chunongwa**, 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 54A Lang Street, Lichtenburg, on Friday, 3 March 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, Lichtenburg, at 54A Lang Street, Lichtenburg.

The right of leasehold in respect of Erf 816 and Erf 862, Boikhutso Township, Registration Division IP, Transvaal, measuring 536 (five hundred and thirty-six) square metres, held by the Defendants under Certificate of Right of Leasehold TL28972/1988, TL28973/1988 (properties joined and to be sold as one), being 861 Mahepe Street, Boikhutso.

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, midway on the erven.

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.

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 20th day of January 1995.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z93190/FCLS/Mr Brewer/djl.)

Case 27129/94
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 **Janse van Rensburg Petrus**, First Defendant, and **Janse van Rensburg Anna 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 office of De Klerk Vermaak & Partners, Overvaal, 28 Kruger Street, Vereeniging, on Thursday, 2 March 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 872, Sonlandpark Township, Registration Division IQ, Transvaal, measuring 1 077 (one thousand and seventy-seven) square metres, held by the Defendants under Deed of Transfer T42949/1992, being 9 Reg Oliver Street, Sonlandpark.

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, two bathrooms, two separate w.c., kitchen, scullery, laundry, study, double garage, servants room and shower/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, 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 23th day of January 1995.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. ZA1184/FCLS/Mr Brewer/djl.)

Case 28129/94
PH 267

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

In the matter between **Combined Mortgage Nominees (Pty) Limited**, Plaintiff, and **Standis 110 and 111 Wadeville (Pty) Limited**, First Defendant, and **Holmes: Anthony John Robert**, Second Defendant, and **Walters: Kevin Edward**, Third Defendant, and **S Tabak and Sons SA (Pty) Limited**, Fourth Defendant, and **Omega Technological Development (Pty) Limited**, Fifth Defendant, and **A & G Dunrite Engineering (Pty) Limited**, Sixth Defendant, and **Interlectro Equipment (Pty) Limited**, Seventh Defendant, and **Witbank Engineering Company (Pty) Limited**, Eighth 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 Du Pesanie Building, 72 Joubert Street, Germiston, on Monday, 27 February 1995 at 10:00, of the undermentioned immovable property of the First Defendant on the conditions which will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Germiston South, at Du Pesanie Building, 72 Joubert Street, Germiston.

Erven 110 and 111, Wadeville Township, Registration Division IR, Transvaal, Erf 110, measuring 7 426 (seven thousand four hundred and twenty-six) square metres, and Erf 111, measuring 7 424 (seven thousand four hundred and twenty-four) square metres, held by the Defendant under Deed of Transfer T32238/1981, being 110 Tedstone Avenue, Wadeville, Germiston.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The property consists of one large factor block measuring 555 (five hundred and fifty-five) square metres, one smaller factory block measuring 2 756 (two thousand seven hundred and fifty-six) square metres, warehouse measuring 490 (four hundred and ninety) square metres, works office measuring 73 (seventy-three) square metres, change rooms measuring 424 (four hundred and twenty-four) square metres, electronic laboratory measuring 220 (two hundred and twenty) square metres, showrooms measuring 96 (ninety-six) square metres measuring 840 (eight hundred and forty) square metres.

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.

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 20th day of January 1995.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. 190251/Mr Rumsey/sjr.)

Case 26527/94
PH 267

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

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Makgato, Tshupo Clifford**, 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, 2 March 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 4936, Ennerdale Extension 11 Township, Registration Division IQ, Transvaal, measuring 480 m², held by the Defendant under Deed of Transfer T42565/1991, being 93 Percy Street, Ennerdale, Extension 11.

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

The dwelling consists of lounge, three bedrooms, kitchen, bathroom/w.c. and shower.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to a price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

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

Routledges Incorporated, Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z99350/FCLS/Mr Brewer/djl.)

Case 29404/94
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 **Van Tonder, Riaan**, 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, 2 March 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 341, Falcon Ridge Township, Registration Division IQ, Transvaal, measuring 2 035 m², held by the Defendant under Deed of Transfer T35323/1993, being 1 Blouvalk Street, Falcon Ridge.

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, two bathrooms/w.c., kitchen and outside shower/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, building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale.

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to a price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

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

Routledges Incorporated, Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. ZA1632/FCLS/Mr Brewer/djl.)

Case 22786/94
PH 267

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

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Brummer, William George**, First Defendant, and **Brummer, Magdalena**, 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 2 March 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 549, Golf Park Township, Registration Division IQ, Transvaal, measuring 1 074 m², held by the Defendants under Deed of Transfer T9081/1976, being 3 Palm Avenue, Golf Park.

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, two bathrooms/w.c./shower, kitchen, laundry, double garage, servant's room and shower/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, building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale.

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to a price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

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

Routledges Incorporated, Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. ZA0522/FCLS/Mr Brewer/djl.)

Case 368/94
PH 267IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Crossley, Charles Richard**, First Defendant, and **Crossley, Janice**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court, at 9 Elna Randhof, corner of Selkirk Avenue and Blairgowrie Drive, Randburg, on Tuesday, 7 March 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 which will lie for inspection, prior to the sale, at the office of the Sheriff of the Supreme Court, Randburg, at 9 Elna Randhof, corner of Selkirk Avenue and Blairgowrie Drive, Randburg:

Erf 10, Northwold Extension 2 Township, Registration Division IQ, Transvaal, measuring 1 036 m², held by the Defendants under Deed of Transfer T11057/1986, being 10 Morkel Place, Northwold Extension 2.

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, kitchen, bathroom/w.c., bathroom/w.c./shower, scullery and laundry, two garages, servant's room and outside bathroom/w.c.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to a price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

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

Routledges Incorporated, Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z90803/Mr McCallum/Ms Isola/cvdm.)

Case 647/93
PH 267IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Dudley, Julie Margaret**, First Defendant, and **Dudley, Robert Leslie**, 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, 1 March 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:

Holding 41, Sonnedal Agricultural Holdings, Registration Division IQ, Transvaal, measuring 4,0699 hectares, held by the Defendants under Deed of Transfer T20459/1992, being Plot 41, D.F. Malan Drive, Sonnedal, Krugersdorp.

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./shower, separate bathroom/w.c., kitchen, laundry, separate w.c., two garages, four servants' quarters, two store-rooms and outside bathroom/w.c.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg on this 25th day of January 1995.

Routledges Incorporated, Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z62915/Mr McCallum/Ms Isola/cvdm.)

Case 00147/94
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 **Mamatela, Sello Jacob**, First Defendant, and **Mamatela, Amelia Sandra**, 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 3 March 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 0553, Sebokeng Unit 10, Registration Division IQ, Transvaal, measuring 382 m², held by the Defendants under Certificate of Right of Leasehold TL47681/1990, being 553 Zone 10, Sebokeng Extension 3.

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

The dwelling consists of lounge, three bedrooms, bathroom/w.c. and kitchen.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

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

Routledges Incorporated, Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z91175/FCLS/Mr Brewer/djl.)

Case 10418/94
PH 267

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

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Sibiya, James Lucky**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court, at the main entrance of the Magistrate's Court, General Hertzog Street, Vanderbijlpark, on Friday, 3 March 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 100, Sebokeng Unit 6, Extension 1 Township, Registration Division IQ, Transvaal, measuring 330 m², held by the Defendant under Certificate of right of leasehold TL59686/1987, being 100 Zone 6 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/w.c. and kitchen.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg on this 12th day of January 1995.

Routledges Incorporated, Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z95731/FCLS/Mr Brewer/djl.)

Case 27296/94
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 **Scheepers, Christiaan Rudolph**, First Defendant, and **Scheepers, Mariska**, 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, 2 March 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 1 of Erf 159, Meyerton Farms, Registration Division IR, Transvaal, measuring 1 003 m², held by the Defendants under Deed of Transfer T41467/1991, being 74 Tarentaal Street, Meyerton.

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

The dwelling consists of lounge, dining-room, three bedrooms, one and a half bathroom, kitchen, garage, servant's room and shower/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, 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 12th day of January 1995.

Routledges Incorporated, Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. ZA1286/FCLS/Mr Brewer/djl.)

Case 13816/94
PH 267IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Maduna, Mabele Edward**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court, at the main entrance of the Magistrate's Court, General Hertzog Street, Vanderbijlpark, on Friday, 3 March 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 of the Magistrate's Court, General Hertzog Street, Vanderbijlpark:

The right of leasehold in respect of Erf 259, Zone 7 Extension 1 Sebokeng Township, Registration Division IQ, Transvaal, measuring 307 m², held by the Defendant under Certificate of Right of Leasehold TL34862/1989, being 259 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, two bedrooms, bathroom/w.c. and kitchen.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to a price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

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

Routledges Incorporated, Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z97404/FCLS/Mr Brewer/djl.)

Case 24930/94
PH 267IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Chern, Tsong-Shyan**, First Defendant, and **Chern, Tong Li Hua**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court, at the Sheriff's Salesrooms, 182 Progress Avenue, Technikon, Roodepoort, on Friday, 3 March 1995 at 10:00, of the undermentioned immovable property of the Defendants on the conditions which will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Roodepoort, 182 Progress Avenue, Technikon, Roodepoort:

Erf 569, Delarey Township, Registration Division IQ, Transvaal, measuring 992 m², held by the Defendants under Deed of Transfer T18602/1993, being 6 and 6A 16th Street, Delarey.

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

The dwelling consists of entrance hall, lounge, family room, four bedrooms, two bathrooms/w.c., double garage, two store-rooms, w.c. and bathroom and shower.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to a price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg on this 12th day of January 1995.

Routledges Incorporated, Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. ZA0834/FCLS/Mr Brewer/djl.)

Case 7324/94
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 **Mostert, Johannes Hendrik Christiaan**, First Defendant, and **Mostert, Monica**, 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 1 March 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:

Erf 1144, Kenmare Extension 4 Township, Registration Division IQ, Transvaal, measuring 1 000 m², held by the Defendants under Deed of Transfer T6262/1985, being 53 Dublin Street, Kenmare.

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

The dwelling consists of lounge, dining-room, family room, three bedrooms, bathroom/w.c., kitchen, bathroom/shower/w.c., separate w.c., double garage, servant's 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, building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale.

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to a price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

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

Routledges Incorporated, Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z94009/FCLS/Mr Brewer/djl.)

**Case 23793/94
PH 267**

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

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Sutton, Andre Dudley Seagrave**, 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, 2 March 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:

Portion 17 of Erf 5, Meyerton Farms, Registration Division IR, Transvaal, measuring 1 012 m², held by the Defendant under Deed of Transfer T80870/1989, being 17 Valk Street, Meyertonpark.

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

The dwelling consists of lounge, dining-room, three bedrooms, two bathrooms/w.c., kitchen and double carport.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to a price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

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

Routledges Incorporated, Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z65514/FCLS/Mr Brewer/djl.)

**Case 6460/94
PH 267**

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

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Oosthuizen, Petrus Paulus Johannes**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court at 131 Marshall Street, Johannesburg, on Thursday, 2 March 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:

Section 13, as shown and more fully described on Sectional Plan SS12/1979, in the scheme known as Sun Mountain in respect of the land and building or buildings situated at Northcliff Township and an undivided share in the common property in the land and building or buildings as shown and more fully described on the sectional plan apportioned to the said section in accordance with the participation quota of the said section, measuring 124 square metres, held by the Defendant under Certificate of Registered Sectional Title ST12/1979 (13) (Unit), being 13 Sun Mountain, Mark Avenue, Northcliff.

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/w.c., bathroom/shower/w.c. and separate 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, 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 the 18th day of January 1995.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z91506/FCLS/Mr Brewer/djl.)

Case 1341/93
PH 267IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Moletsane, Thabo Julius**, First Defendant, and **Moletsane, Celestina Makoalepe**, 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, 2 March 1995 at 10:00, of the undermentioned immovable property of the Defendants on the conditions which will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Johannesburg West at Second Floor, 32 Von Brandis Street, Johannesburg:

The right of leasehold in respect of Erf 617, Moletsane Township, Registration Division IQ, Transvaal, measuring 330 square metres, held by the Defendants under Certificate of Registered Grant of Leasehold TL12069/1988, being 617 Moletsane, kwaXuma.

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

The dwelling consists of lounge, two bedrooms, bathroom/w.c. and kitchen.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

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

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z58387/Mr McCallum/ms Isola/hs.)

Case 5639/94
PH 267IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Mpele, Selindile Samuel**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court at the main entrance of the Magistrate's Court, General Hertzog Street, Vanderbijlpark, on Friday, 3 March 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 62549, Sebokeng Extension 17 Township, Registration Division IQ, Transvaal, measuring 308 square metres, held by the Defendant under Certificate of Right of Leasehold TL26917/1990, being 62549 Zone 17, Sebokeng.

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

The dwelling consists of lounge, two bedrooms, bathroom/w.c. and kitchen.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg on the 17th day of January 1995.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z93491/FCLS/Mr Brewer/djl.)

Case 28402/93
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 **Naidoo, Phyllis**, First Defendant, and **Naidoo, Nathan N.O.**, 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, 2 March 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 660, Mayfair Township, Registration Division IQ, Transvaal, measuring 248 square metres, held by the Defendants under Deed of Transfer T16605/1991, being 56 Bird Street, Mayfair, Johannesburg.

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

The dwelling consists of entrance hall, lounge, three bedrooms, bathroom/w.c./shower, separate w.c. and shower, kitchen, pantry, single garage, servant's room and outside w.c.

Terms: 10% (ten per cent) of the purchase price in cash on the day of the sale, the balance payable against registration of transfer, to be secured by a bank, 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 the 17th day of January 1995.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z45061/Mr McCallum/Ms Isola/hs.)

Case 16808/94
PH 267

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Ndhlovu, Nomathamsanqa Matilda N.O.**, First Defendant, and **Ndhlovu, Nomathamsanqa Matilda**, 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, 2 March 1995 at 10:00, of the undermentioned immovable property of the Defendants on the conditions which will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Johannesburg West, at Second Floor, 32 Von Brandis Street, Johannesburg:

The right of leasehold in respect of Erf 2217, Protea Glen Extension 1 Township, Registration Division IQ, Transvaal, measuring 264 square metres, held by the Defendants under Deed of Transfer T32503/92, being 2217 Protea Glen Extension 1, P O Tshiawelo.

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

The dwelling consists of lounge, three bedrooms, kitchen and bathroom/w.c.

Terms: 10% (ten per cent) of the purchase price in cash on the day of the sale, the balance payable against registration of transfer, to be secured by a bank, 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 the 17th day of January 1995.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z77902/Mr McCallum/Ms Isola/hs.)

Case 25067/94
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 **Peters, Lucky Frank John**, First Defendant, and **Peters, Ursula Amelia**, 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, 2 March 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 2160, Newlands (Jhb) Township, Registration Division IQ, Transvaal, measuring 342 square metres, held by the Defendants under Deed of Transfer T18624/1993, being 12 Aldred Street, Newlands, Johannesburg.

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

The dwelling consists of lounge, dining-room, kitchen, scullery, two bedrooms and bathroom/w.c.

Terms: 10% (ten per cent) of the purchase price in cash on the day of the sale, the balance payable against registration of transfer, to be secured by a bank, 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 the 17th day of January 1995.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z90671/Mr McCallum/Ms Isola/hs.)

Case 29387/92
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 **Motha, Simon Nhlanhla**, First Defendant, and **Motha, Anna**, 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, 2 March 1995 at 10:00, of the undermentioned immovable property of the Defendants on the conditions which will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Johannesburg West, at Second Floor, 32 Von Brandis Street, Johannesburg:

The right of leasehold in respect of Site 11797, in the Township of Pimville Zone 7, Registration Division IQ, Transvaal, measuring 240 square metres, held by the Defendants under Deed of Transfer TL14927/1990, being Stand 11797, Pimville Zone 7.

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, 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 the 17th day of January 1995.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z58450/Mr McCallum/Ms Isola/hs.)

Case 1290/94
PH 267IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Booyens, Gerhardus Lourens**, 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 Fourth Floor, Standard Bank Chambers, President Street, Germiston, on Thursday, 2 March 1995 at 10:00, of the undermentioned immovable property of the Defendant on the conditions which will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Germiston, at Fourth Floor, Standard Bank Chambers, President Street, Germiston:

Remaining extent of Portion 3 of Erf 56, Eastleigh Township, Registration Division IR, Transvaal, measuring 781 square metres, held by the Defendant under Deed of Transfer T21199/1990, being 6A Terrace Road, Eastleigh, Edenvale.

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., kitchen, single garage, servant's room and outside w.c.

Terms: 10% (ten per cent) of the purchase price in cash on the day of the sale, the balance payable against registration of transfer, to be secured by a bank, 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 the 23rd day of January 1995.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z91103/Mr McCallum/Ms Isola/cvdm.)

Case 07885/92
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 **Shiba, Wige Jacob**, First Defendant, and **Shiba, Delia Nodoli**, 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, 2 March 1995 at 10:00, of the undermentioned immovable property of the Defendants on the conditions which will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Johannesburg West at Second Floor, 32 Von Brandis Street, Johannesburg:

The right of leasehold in respect of Site 278, in the Township of Senaoane, Registration Division IQ, Transvaal, measuring 262 square metres, held by the Defendants under Certificate of Registered Grant of Leasehold TL46200/90, being 278 Senaoane, Tshiawelo, Johannesburg.

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., kitchen and outside w.c.

Terms: 10% (ten per cent) of the purchase price in cash on the day of the sale, the balance payable against registration of transfer, to be secured by a bank, 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 the 17th day of January 1995.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z45370/Mr McCallum/Ms Isola/hs.)

Case 23757/91
PH 267

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

In the matter between **ABSA Bank Limited** (United Bank Division), formerly known as United Bank Limited and prior to that United Building Society Limited and previously United Building Society, Plaintiff, and **Seegers, Hendrik Frederick**, 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 entrance of the Magistrate's Court, Pollock Street, Randfontein, on Friday, 3 March 1995 at 14:15, of the undermentioned immovable property of the Defendant on the conditions which will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Randfontein, at 40 Park Street, Randfontein:

Holding 24, Wilbotsdal Agricultural Holding, Registration Division IQ, Transvaal, measuring 1,7131 hectares, held by the Defendant under Deed of Transfer T41087/1973, being 24 Wilbotsdal, Randfontein.

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

The dwelling consists of entrance hall, lounge, family room, dining-room, study, five bedrooms, kitchen, pantry, bathroom/w.c., two w.c.'s, three garages, snooker room, two store-rooms 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, 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 the 16th day of January 1995.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z30505/FCLS/Mr Brewer/djl.)

Case 8031/94
PH 267

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

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Broodryk, Johannes Christoffel**, First Defendant, and **Broodryk, Linda Patricia**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court at the office of De Klerk Vermaak & Partners, Overvaal, 28 Kruger Street, Vereeniging, on Thursday, 2 March 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 7 of Erf 56, the De Deur Estates Township, Registration Division IQ, Transvaal, measuring 9 170 square metres, held by the Defendants under Deed of Transfer T53881/1989, being Plot 7/56, First Road, De Deur Estates.

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, bathroom/w.c./shower, separate shower/w.c., kitchen, double garage, double carport, servant's room, store-room and swimming-pool. The granny flat consists of lounge, bedrooms, kitchen, shower and basin.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

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

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z77444/FCLS/Mr Brewer/djl.)

Case 02689/94
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 **Malia, Lefu Johannes**, First Defendant, and **Malia, Mantsoaki Julea**, 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, 3 March 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 0413, Sebokeng Zone 6 Township, Registration Division IQ, Transvaal, measuring 275 square metres, held by the Defendants under Certificate of Right of Leasehold TL84539/1990, being 413 Zone 6, Sebokeng.

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, 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 the 16th day of January 1995.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z92294/FCLS/Mr Brewer/djl.)

Case 28375/93
PH 267

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Fraser, William Cormack**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court at the Sheriff's Salesrooms, 182 Progress Avenue, Technikon, Roodepoort, on Friday, 3 March 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, Roodepoort, at 182 Progress Avenue, Technikon, Roodepoort:

Portion 1 of Erf 909, Florida Township, Registration Division IQ, Transvaal, measuring 1 161 square metres, by the Defendant under Deed of Transfer T6399/1993, being 35A Janet Street, Florida.

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, two bathrooms/w.c., kitchen, double garage, servant's room, 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, 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 the 12th day of January 1995.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z77616/FCLS/Mr Brewer/djl.)

Case 5940/94
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 **Tshetlhe, Thomas Molef**, First Defendant, and **Tshetlhe, Lydia Dimakatso**, 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 entrance of the Magistrate Court, Pollock Street, Randfontein, on Friday, 3 March 1995 at 14:15, of the undermentioned immovable property of the Defendants on the conditions which will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Randfontein, at 40 Park Street, Randfontein:

The right of leasehold in respect of Erf 5549, Mhlakeng Extension 3 Township, Registration Division IQ, Transvaal, measuring 215 square metres, held by the Defendants under Certificate of Right of Leasehold TL36292/1989, being Erf 5549, situated on Molefe Street, Extension 3.

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

The dwelling consists of a lounge, two bedrooms, bathroom/w.c. and kitchen.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to a price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

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

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z93553/FCLS/Mr Brewer/djl.)

Case 06420/94
PH267IN 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 **Dangor, Mohamed Ebrahim NO** (Executor), 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, 2 March 1995 at 10:00, of the undermentioned immovable property of the Defendant on the conditions which will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Johannesburg West at Second Floor, 32 Von Brandis Street, Johannesburg:

The right of leasehold in respect of Erf 2872, Protea North Township, measuring 125 square metres, held by the Defendant under Certificate of Registered Grant of Leasehold TL26559/1987, being Erf 2872, Protea North.

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

The dwelling consists of a lounge, three bedrooms, bathroom/w.c. and kitchen.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to a price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg on this 17th day of January 1995.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z77057/Mr McCallum/Ms Isola/cydn.)

Case 27635/94
PH 267IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Steenkamp, Theresa**, First Defendant, and **Ellis, Vanessa**, 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 1979, Albertsdal Extension 7 Township, Registration Division IR, Transvaal, measuring 978 square metres, held by the Defendants under Deed of Transfer T11481/93, being 27 Strydpoort Street, Albertsdal, Alberton.

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

The dwelling consists of a lounge, dining-room, two bedrooms, bathroom/w.c., separate w.c./shower, kitchen and outside w.c.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to a price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

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

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. ZA1224/Mr McCallum/Ms Isola/hs.)

Case 13812/94
PH 267

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

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Mahlatsi Tsietsi Lazarus**, First Defendant, and **Mahlatsi Phepheng Liza**, 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 Magistrates Court, General Hertzog Street, Vanderbijlpark, on Friday, 3 March 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 387, Sebokeng Unit 10 Extension 3 Township, Registration Division IQ, Transvaal, measuring 463 square metres, held by the Defendants under Certificate of Right of Leasehold TL18349/1989, being 387 Zone 10 Extension 3 Sebokeng.

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

The dwelling consists of a lounge, dining-room, three bedrooms, bathroom/toilet, kitchen, garage and outside w.c.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to a price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg on this 17th day of January 1995.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z97401/FCLS/Mr Brewer/djl.)

Case 26253/93
PH 267

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

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Mabeba David Matome**, First Defendant, and **Mabeba Mabasothe Flory**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court at the Sheriff's Salesrooms, 182 Progress Avenue, Technikon, Roodepoort, on Friday, 3 March 1995 at 10:00, of the undermentioned immovable property of the Defendants on the conditions which will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Roodepoort, at 182 Progress Avenue, Technikon, Roodepoort:

The right of leasehold in respect of Erf 846, Dobsonville Gardens Township, Registration Division IQ, Transvaal, measuring 250 square metres, held by the Defendants under Certificate of Right of Leasehold TL584/1992, being 846 Dobsonville Gardens, Dobsonville.

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

The dwelling consists of a lounge, two bedrooms, bathroom/w.c. and kitchen.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to a price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg on this 17th day of January 1995.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z76463/FCLS/Mr Brewer/djl.)

Case 1562/94

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 **Elizabeth Cornelia Herbst**, First Defendant, and **Pieter Lodewikus Herbst**, 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 164 Francois Roos Street, Roosheuvel, on Friday, 3 March 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, Klerksdorp, at Teak Avenue, Industrial Sites, Klerksdorp:

Erf 0095, Roosheuvel Township, Registration Division IP, Transvaal, measuring 902 square metres, held by the Defendants under Deed of Transfer T80074/1989, being 164 Francois Roos Street, Roosheuvel.

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

The dwelling consists of an entrance hall, lounge, dining-room, three bedrooms, bathroom/w.c., kitchen, scullery, double garage, servant's 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 with 14 (fourteen) days from the date of sale.

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to a price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

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

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z91722/FCLS/Mr Brewer/djl.)

Case 10735/94

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

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Hendrik Christoffel Grobler**, First Defendant, and **Maria Catharina Grobler**, 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 52 Elandsheuvel Street, Elandsheuvel, on Wednesday, 1 March 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, Klerksdorp, at 11 Teak Avenue, Industrial Sites, Klerksdorp:

Erf 23, Elandsheuvel Township, Registration Division IP, Transvaal, measuring 529 square metres, held by the Defendants under Deed of Transfer T68968/1990, being 52 Elandsheuvel Street, Elandsheuvel.

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/w.c., separate w.c., kitchen, sewing room, garage, servant's room, store-room and two outside w.c.'s

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 with 14 (fourteen) days from the date of sale.

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to a price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg on this 17th day of January 1995.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z97600/FCLS/Mr Brewer/djl.)

Case 23380/93
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 **Ntsapo Abdul Albert**, First Defendant, and **Ntsapo Thandi Alinah**, 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 Magistrates Court, General Hertzog Street, Vanderbijlpark, on Friday, 3 March 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 163, Zone 6, Sebokeng Township, Registration Division IQ, Transvaal, measuring 525 square metres, held by the Defendants under Certificat of Right of Leasehold TL41705/1987, being 163 Zone 6, Sebokeng.

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

The dwelling consists of a lounge, three bedrooms, bathroom/w.c. and kitchen.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to a price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

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

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z75416/FCLS/Mr Brewer/djl.)

Case 1745/94
PH 267

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

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **McCaully Gerald Joseph**, First Defendant, and **McCaully Magdeline Cathrine**, 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, 2 March 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 972, Ennerdale Extension 1 Township, Registration Division IQ, Transvaal, measuring 472 square metres, held by the Defendants under Deed of Transfer T21819/1984, being 41 Pandora Street, Ennerdale.

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

The dwelling consists of a lounge, three bedrooms, bathroom/w.c., separate w.c., patio, garage and store-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 or building society or other acceptable guarantee to be furnished with 14 (fourteen) days from the date of sale.

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to a price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

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

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z96595/FCLS/Mr Brewer/djl.)

Case 24935/94
PH 267

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

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Bodenstein Anton**, First Defendant, and **Bodenstein Marionette**, 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, 2 March 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:

Holding 88, Valley Settlements Agricultural Holdings 3 Township, Registration Division IQ, Transvaal, measuring 2,0234 hectares, held by the Defendants under Deed of Transfer T21170/1992, being Plot 88, Fourth Road, Valley Settlements, Meyerton.

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

The dwelling consists of an entrance hall, lounge, dining-room, family room, three bedrooms, two bathrooms/w.c., separate shower, kitchen, sculler, laundry, double garage, swimming-pool. The cottage consists of a lounge, two bedrooms, kitchen and bathroom/w.c.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to a price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

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

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. ZA0842/FCLS/Mr Brewer/djl.)

Case 14698/94
PH 267IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Pooe, Aupa Kindsley**, 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, 3 March 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 rights of leasehold in respect of Erf 1189, Sebokeng Unit 10 Township, Registration Division IQ, Transvaal, measuring 463 m², held by the Defendant under Certificate of Right of Leasehold TL71802/1990, being 1189 Zone 10 Sebokeng.

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/w.c., kitchen and outside w.c.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg on this 17th day of January 1995.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z97403/FCLS.Mr Brewer/djl.)

Case 26394/91
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 **Segole, Moshe Stephen**, First Defendant, and **Segole, Morakane Margaret**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court, at the main entrance of the Magistrate's Court, General Hertzog Street, Vanderbijlpark, on Friday, 3 March 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 20019, Sebokeng Unit 14 Township, Registration Division IQ, Transvaal, measuring 264 m², held by the Defendants under Certificate of Right of Leasehold TL6171/1986, being 20019 Zone 14, Sebokeng.

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

The dwelling consist 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 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 16th day of January 1995.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z32695/FCLS/Mr Brewer/djl.)

Case 7320/94
PH 267IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Mashinini, Jabulani Solomon**, 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, 3 March 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 62218, Sebokeng Extension 17 Township, Registration Division IQ, Transvaal, measuring 465 m², held by the Defendant under Certificate of Right of Leasehold TL11006/1990, being 62218 Sebokeng Extension 17.

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

The dwelling consists of lounge, three bedrooms, bathroom/toilet and kitchen.

Terms: 10% (ten per cent) of the purchase price in cash on the day of the sale; the balance payable against registration of transfer, to be secured by a bank or building society or other acceptable guarantee to be furnished within 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 16th day of January 1995.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z93961/FCLS/Mr Brewer/djl.)

Case 14196/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **The Standard Bank of S.A. Limited**, Plaintiff, and **Cornelis Burger Spies**, First Defendant, and **Magdalena Elizabetha Spies**, Second Defendant

A sale in execution of the undermentioned property is to be held in front of the Magistrate's Court, President Kruger Street, Middelburg, on Friday, 3 March 1995 at 10:00:

Full conditions of sale can be inspected at the Sheriff, Middelburg, at Auxilium Building, 4A Eksteen Street, Middelburg, Transvaal, 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 3274, Middelburg Township Extension 10, Registration Division JS, Transvaal, measuring 1 109 square metres, also known as 3 Zebra Avenue, Kanonkop, Middelburg.

Improvements: House: Entrance hall, lounge, dining-room, kitchen, laundry, three bedrooms, two bathrooms with toilets, garage, outside room and outside toilet.

Findlay & Niemeyer Incorporated, Attorneys for Plaintiff, P.O. Box 801, Pretoria. (Tel. 326-2487.) (Ref. Mr Coetzee eb S1571.)

Case 01705/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Mkhanjwa: Doki Rachael**, 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 West, at 131 Marshall Street, Johannesburg, on Thursday, 2 March 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 Lot 571, Chiawelo Township, Registration Division IQ Transvaal, situation 57 Makhado Street, Chiawelo, area 253 (two hundred and fifty-three) square metres.

Improvements (not guaranteed): Two bedrooms, kitchen, dining-room, two garages/store-room, under iron and asbestos 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 27th day of January 1995.

Maisels Smit & Lowndes, Attorneys for Plaintiff, Second Floor, Nedbank Park, 13 Girton Road, Parktown, Johannesburg. (Tel. 484-1777.) (Ref. NO187E/mgh.)

Case 15169/92

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Gerber: Leon**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of Sheriff, Johannesburg East, at 131 Marshall Street, Johannesburg, on Thursday, 2 March 1995 at 10:00, of the undermentioned property of the Defendant on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff, prior to the sale:

Certain Erf 765, Bezuidenhout Valley Township, Registration Division IR, Transvaal, situation 141 Kitchener Avenue, Bezuidenhout Valley, area 495 (four hundred and ninety-five) square metres.

Improvements (not guaranteed): Three bedrooms, bathroom, kitchen/pantry, lounge, dining-room, garage, under iron roof, staff quarters and 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 25th day of January 1995.

Maisels Smit & Lowndes, Attorneys for Plaintiff, Second Floor, Nedbank Park, 13 Girton Road, Parktown, Johannesburg.
(Tel. 484-1777.) (Ref. BR167E/mgh/tf.)

Case 12587/91

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited**, Plaintiff, and **August, Vryster**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of the Sheriff, Vereeniging, at De Klerk Vermaak & Partners Inc., Overvaal Building, 28 Kruger Avenue, Vereeniging, on Thursday, 2 March 1995 at 10:00, of the undermentioned property of the Defendant on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff prior to the sale:

Certain Portion 5, of Erf 235, Mid-Ennerdale Township, Registration Division IQ, Transvaal, situation 235 Fifth Avenue, Mid-Ennerdale, area 425 (four hundred and twenty-five) square metres.

Improvements (not guaranteed): Three bedrooms, two bathrooms, kitchen, dining-room, property enclosed and under tiled roof.

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 25th day of January 1995.

Maisels Smit & Lowndes, Attorneys for Plaintiff, Second Floor, Nedbank Park, 13 Girton Road, Parktown, Johannesburg.
(Tel. 484-1777.) (Ref. N176E/mgh/tf.)

Case 34366/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Mthembu, Joshua Sonnyboy**, 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, Randfontein, at 40 Park Street, Randfontein, on Friday, 3 March 1995 at 14:15, of the undermentioned property of the Defendant on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff prior to the sale:

Certain all right, title and interest in the leasehold in respect of Lot 3859, Mohlakeng Township, Registration Division IQ, Transvaal, situation 3859 Folley Ledwaba Street, Mohlakeng, area 260 (two hundred and sixty) square metres.

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

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 30th day of January 1995.

Maisels Smit & Lowndes, Attorneys for Plaintiff, Second Floor, Nedbank Park, 13 Girton Road, Parktown, Johannesburg.
(Tel. 484-1777.) (Ref. NO175E/mgh/tf.)

Case 22737/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **Nedcor Bank Limited**, formerly Nedperm Bank Limited, Plaintiff, and **Alfred Steven Theunissen**, Defendant

A sale by public auction without a reserve price will be held by the Sheriff, Pretoria Central, at N G Sinodale Centre, 234 Visagie Street, Pretoria, on 28 February 1995 at 10:00, of the following property:

Section 64, as shown and more fully described on Sectional Plan SS265/84, in the scheme known as Newport, in respect of the land and building or buildings situated at Pretoria Township, in the Local Authority of the City Council of Pretoria, of which section the floor area according to the said sectional plan is 35 square metres in extent; and an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan, held by virtue of Certificate of Registered Sectional Title ST265/84 (64) (unit).

This property is situated at Flat 504, 210 Scheiding Street, Pretoria.

The property is improved as follows: Bedroom, kitchen, carport, bathroom/toilet and lounge. Flat.

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 Messcor House, 30 Margaretha Street, Riverdale, Pretoria.

Dated at Pretoria on this the 11th day of January 1995.

Rooth & Wessels, Plaintiff's Attorneys, 38 Church Square, Pretoria. [Tel. (012) 325-2940.] (Ref. A. S. McCreath/cm.)

Saak 22115/94
PH 522

IN DIE HOOGEREGSHOF VAN SUID-AFRIKA

(Witwatersrandse Plaaslike Afdeling)

In die saak tussen **Findevco (Edms.) Beperk**, Eiser, en **Gew Investments BK**, Verweerder

Ter uitvoering van 'n vonnis van bogenoemde Hof sal 'n verkoping van die ondergemelde eiendom plaasvind op 27 Februarie 1995 om 10:00, te die Balju van die Hooggeregshofkantoor, Joubertstraat 74, Germiston, aan die hoogste bieder ooreenkomstig die verkoopvoorwaardes wat ondersoek kan word te die kantoor van die Balju, Germiston-Suid, naamlik:

Gedeelte 35 van Lot 186, Klippoortje-landbouhoewes, Registrasieafdeling IR, Transvaal, groot 1 937 (een nege drie sewe) vierkante meter, geleë te hoek van Grunter- en Barracadaweg, Klippoortje-landbouhoewes, gehou deur Akte van Transport T47702/1991, synde 'n leë standplaas.

Geteken te Johannesburg op hierdie 14de dag van Januarie 1995.

A. L. Mostert & Kie. Ing., Eiser se Prokureurs, 10de Verdieping, Nedbank Corner, Jorissenstraat 96, Braamfontein. (Tel. 403-7815.) (Verw. D. J. Wandrag/SG.)

VERKOPING

Al die verkopings sal gehou word by die kantore van die Landdroskantoor, Vanderbijlpark, 1939, op Vrydag, 17 Februarie 1995 om 10:00:

Eksekusiekrediteur: Nedcor Bank Beperk.

Die hiernagenoemde eiendomme sal vir verkoping aangebied word, waarvan die materiële voorwaardes van die verkoping soos volg is:

Geen waarborg of versekering met betrekking tot die aard van die verbeterings word gegee nie:

(a) Die verkoping sal deur publieke veiling gehou word en sonder reserwe en sal voetstoots wees.

(b) Die prys sal rentedraend wees teen die huidige koers van tyd tot tyd in terme van die verband oor die eiendom gehou deur die Eiser vanaf datum van verkoping tot datum van betaling.

(c) Onmiddellik na die verkoping sal die koper die voorwaardes van verkoping teken wat by die Baljukantoor, Vanderbijlpark, nagegaan mag word.

(d) Die koper sal alle bedrae wat benodig mag word om opdrag van die eiendom te verkry betaal, insluitende alle oordragskoste, hereregte, terreinhuur en ander kostes verskuldig aan die plaaslike owerheid, rente ensovoorts.

(e) Die koopprys sal betaalbaar wees teen 10% (tien persent) daarvan of R400 (vierhonderd rand) watter een ookal die meerdere is, tesame met die Balju se kostes van 5% (vyf persent) van die opbrengs van die verkoping, betaalbaar deur die koper tot 'n prys van R20 000 en daarna 3% (drie persent) tot 'n maksimum van R6 000 met 'n minimum van R200 onmiddellik na die verkoping, in kontant of deur 'n bankgewaarborgde tjek, en die onbetaalde balans tesame met rente op die algehele koopprys betaalbaar word of verseker word deur 'n bank- of bougenootskapwaarborg binne 14 (veertien) dae vanaf datum van die verkoping.

(f) In gebreke met die bepalings van die voorwaardes van verkoping, kan die koper verplig wees om 10% (tien persent) van die koopprys te betaal as rouwkoop.

(g) Die volledige voorwaardes van verkoping is beskikbaar vir inspeksie by die kantoor van die Balju, Vanderbijlpark.

Saak 6712/93.

Vonnisskuldenaars: S. Lehoko en P. Lehoko.

Eiendom: All reg, titel en belang in die huurpag ten opsigte van Perseel 6023, Sebokeng Eenheid 12-dorpsgebied, Registrasieafdeling IQ, Transvaal.

Grootte van eiendom: Groot 276 vierkante meter.

Beskrywing van eiendom: Woonhuis met geen buitegeboue.

Straatadres van eiendom: Perseel 6023, Sebokeng Eenheid 12, distrik Vanderbijlpark.

Rente van vonnisskuld: 18% (agtien persent).

L. M. Barnard, vir Snijman & Smullen, Eiser se Prokureur, Barclayssentrum, Lesliestraat 29, Posbus 38, Vereeniging, 1930. (Verw. mev. Davel/6/539.)

IN DIE HOOGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **Saambou Bank Beperk**, voorheen bekend as Saambou-Nasionale Bouvereniging Beperk, Eiser, en **John Raymond Watson**, Verweerder

Geliewe kennis te neem dat ingevolge 'n uitspraak van bogemelde Agbare Hof, op 6 Desember 1994, en 'n lasbrief vir eksekusie wat daaropvolgend gemagtig is, sal die eiendom hieronder genoem in eksekusie op 28 Februarie 1995 om 10:00, by die kantoor van die Balju, Pretoria-Sentraal, te N G Sinodalesentrum, Visagiestraat 234, Pretoria, aan die hoogste bieder verkoop word:

Sekere Erf 22, Mōregloed-dorpsgebied, Registrasieafdeling JR, Transvaal, met straatadres bekend as Codonilaan 117, Mōregloed, Pretoria, groot 928 (negehonderd agt-en-twintig) vierkante meter, gehou kragtens Akte van Transport T56136/1989.

Die beboude eiendom word beskryf as 'n residensiële standplaas met woonhuis wat bestaan uit een verdieping naamlik sit-/eetkamer, drie slaapkamers, badkamer/waskamer, kombuis, portaal en stoep.

Die wesenlike verkoopvoorwaardes is:

(a) Die verkoping sal per openbare veiling aan die hoogste bieder verkoop word, sonder reserwe.

(b) Onmiddellik na die verkoping sal die koper die verkoopvoorwaardes onderteken, wat ter insae is te die kantoor van die Balju van die Hof, Pretoria-Sentraal, Messcorhuis, Margarethastraat 30, Pretoria Sentraal.

(c) Die koper sal alle nodige bedrae betaal wat noodsaaklik is vir die oordrag van die eiendom, insluitende alle oordragkoste, oordragbelasting, munisipale.

(d) Die koper moet 'n deposito van 10% (tien persent) van die koopprys in kontant by ondertekening van die verkoopvoorwaardes betaal, die balans betaalbaar by transport en verseker te word deur 'n waarborg van 'n bank of bouvereniging wat deur die Eiser se prokureur goedgekeur is, die waarborg aan die Balju van die Hooggeregshof, binne 14 (veertien) dae na die verkoping verstrekte word.

(e) Die koper moet die afslaersgelde op die dag van die verkoping betaal.

Die volledige verkoopvoorwaardes lê ter insae te die kantoor van die Balju, Pretoria Sentraal, Messcorhuis, Margarethastraat 30, Pretoria Sentraal, belasting, lisensies, sanitêre koste, rente, ens.

Geteken te Pretoria hierdie 27ste dag van Januarie 1995.

G. F. T. Snyman, vir Van der Walt & Hugo, Volkskassentrum 1030, Van der Waltstraat, Pretoria. (Verw. mnr. Snyman/Marie/R9860.)

Saak 21360/94

IN DIE HOOGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **Standard Bank van SA Beperk** (62/00738/06), Eiser, en **Paulos Mantwa Makata**, gebore op 20 April 1964, Verweerder

Ten uitvoerlegging van 'n vonnis van bogemelde Hof, en 'n lasbrief vir eksekusie word die volgende eiendom in eksekusie verkoop op Vrydag, 3 Maart 1995 om 11:00, deur die Balju vir die Hooggeregshof, Wonderboom, gehou te die Balju, Wonderboomkantore, Gedeelte 83, De Onderstepoort (net noord van Sasko Meule, ou Warmbadpad, Bon Accord), Pretoria, aan die hoogste bieder:

Erf 23348, in die dorpsgebied Mamelodi-uitbreiding 4, Registrasieafdeling JR, Transvaal, groot 325 vierkante meter, gehou kragtens Akte van Transport TL18722/1993.

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

Straatadres: 23348 Mamelodi-uitbreiding 4, Mamelodi, Pretoria.

Verbeterings: Teëldakwoonhuis met twee slaapkamers, sitkamer, kombuis, badkamer met toilet en draadomheining.

Reserweprys: Die eiendom word sonder reserweprys verkoop.

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

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

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

Gedateer te Pretoria hierdie 2de dag van Februarie 1995.

Haasbroek & Boezaart Ing., Eiser se Prokureurs, Tweede Verdieping, Momentumsentrum, Westoring, Pretoriusstraat, Posbus 2205, Pretoria. [Tel. (012) 322-4401.] (Verw. V. Rensburg/Z9556/94/BVDM.)

Saak 42780/94

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **ABSA Bank**, Allied, Eiser, en **Hermanus Stephanus Vermaak**, Verweerder

Kennis word hiermee gegee dat ingevolge 'n uitspraak van bogemelde Agbare Hof in bogemelde saak op 9 September 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 NG Sinodalesentrum, Visagiestraat 234, Pretoria, aan die hoogste bieder:

Voorwaardes van verkoping sal ter insae lê te Messcor Huis, Margarethastraat 30, Pretoria-Sentraal.

Die eiendom wat aldus te koop aangebied word, staan bekend as Patricia 8, Patriciastraat, Kilnerpark, en word omskryf as Deel 8, soos getoon en volledig beskryf op Deelplan SS67/77, in die skema bekend as Patricia, ten opsigte van die grond en geboue of geboue geleë te Erf 86, Kilnerpark-dorpsgebied, Plaaslike Bestuur, Stadsraad van Pretoria, van welke deel die vloeroppervlakte, volgens genoemde deelplan 120 (eenhonderd en twintig) vierkante meter groot is; en

'n onverdeelde aandeel in die gemeenskaplike eiendom in die skema aan genoemde deel toegedeel in ooreenstemming met die deelnemingskwota van genoemde deel soos op genoemde deelplan aangeteken, gehou kragtens Akte van Transport ST13351/93.

Die eiendom bestaan na bewering, maar sonder waarborg, uit sit-/eetkamer, kombuis, drie slaapkamers, volledige badkamer, aparte toilet en stort, gaste toilet, volvloermatte en teëls, veiligheidshekke, stoep, hoekeenheid met groot tuin, toesluitmotorhuis en klein afdak.

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.

Geteken te Pretoria hierdie 30ste dag van Januarie 1995.

Couzyn Hertzog & Horak Ing., Praetor Forumgebou, Van der Waltstraat 269, Pretoria. (Tel. 322-8780.) (Verw. mev. De Villiers/T2001.)

Saak 58519/94

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **ABSA Bank**, United Bank, Eiser, en **Louise Ann Isabella Smith**, Eerste Verweerder, en **Stuart Purvis**, Tweede Verweerder

Kennis word hiermee gegee dat ingevolge 'n uitspraak van bogemelde Agbare Hof in bogemelde saak op 15 September 1995, 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 NG Sinodalesentrum, Visagiestraat 234, Pretoria, aan die hoogste bieder:

Die verkoopvoorwaardes sal ter insae lê by die Baljukantore, Pretoriusstraat 1210, Hatfield, Pretoria.

Die eiendom wat aldus te koop aangebied word, staan bekend as Tortelduifstraat 67, Jan Niemandpark, en word omskryf as Resterende Gedeelte van Erf 230, geleë in die dorpsgebied Jan Niemandpark, Registrasieafdeling JR, Transvaal, groot 743 (sewehonderd drie-en-veertig) vierkante meter, gehou kragtens Akte van Transport T3701/94.

Die eiendom bestaan na bewering, maar sonder waarborg, uit sitkamer, eetkamer, kombuis, drie slaapkamers, badkamer met stort, waskamer, motorhuis en afdak.

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.

Geteken te Pretoria hierdie 30ste dag van Januarie 1995.

Couzyn Hertzog & Horak Ing., Praetor Forumgebou, Van der Waltstraat 269, Pretoria. (Tel. 322-8780.) (Verw. mev. De Villiers/T2094.)

Case 14250/94
PH 267IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Blignaut, Lucas Cornelius**, First Defendant, and **Blignaut, Petronella Catharina Aletta**, 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 on the Supreme Court at the Magistrate's Court, Dolomiet Street, Delmas, on Friday, 3 March 1995 at 09:00, 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 Delmas, at 27 Fourth Street, Delmas:

Erf 175, Springs, Agricultural Holdings Extension 1 Township, Registration Division IQ, Transvaal, measuring 1,3508 hectares, held by the Defendants under Deed of Transfer T17334/93, being 48 John Vorster Street, Sunda, Springs.

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, two garages and two servant's rooms.

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 25th day of January 1995.

Routledges Incorporated, Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z97557/Mr McCallum/Ms Isola/cvdm.)

Saak 131/92

IN DIE LANDDROSHOF VIR DIE DISTRIK NAPUNO GEHOU TE LENYENYE

In die aangeleentheid tussen **Samuel Papi Nkadimeng**, Vonnisskuldeiser, en **Michael Letsoalo**, Vonnisskuldenaar

Neem kennis dat voortspruitend uit 'n lasbrief uitgereik deur die klerk van die bogemelde agbare hof en 'n beslaglegging gemaak deur die Balju op 2 November 1994, die volgende onroerende eiendom per openbare veiling aan die hoogste bieder verkoop word op 1 Maart 1995 om 14:00, te Landdroskantoor Lenyenyne:

Huis 22, Blok 1, Lenyenyne.

Terme: 10% (tien persent) op datum van verkoping in kontant, waarborge vir balans binne 30 (dertig) dae.

Gedateer te Pietersburg op hede hierdie 1ste dag van Februarie 1995.

J. D. van der Linde, vir Geldenhuys Van Zyl, Eerste Verdieping, PFV-Huis, Markstraat 29; Posbus 2977, Pietersburg, 0700. (Verw. J. D. vd Linde/pvdm/230480.)

Saak 82160/94

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **ABSA Bank Beperk**, Eiser, en **Nicolaas Frederick du Plessis**, Eerste Verweerder, en **Jeannette Angela du Plessis**, Tweede Verweerder

'n Eksekusieverkoping word gehou deur die Balju, Pretoria-Wes, te Kamer 603A, Sesde Verdieping, Olivettihuis, hoek van Schubart- en Pretoriusstraat, Pretoria, op 2 Maart 1995 om 10:00:

Resterende gedeelte van Gedeelte 1 van Erf 430, geleë in die dorpsgebied Claremont (Pretoria), Registrasieafdeling JR, Transvaal, groot 692 vierkante meter, gehou kragtens Akte van Transport T50368/90 (beter bekend as Diamondstraat 171, Claremont).

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

Verbeterings: 'n Baksteen woonhuis met metaaldak, volvloermatte en vinielteëlvloere, bestaande uit 'n sitkamer, eetkamer, kombuis, drie slaapkamers, badkamer en aparte toilet.

Besigtig voorwaardes by Balju, Pretoria-Wes, Olivettigebou 607, hoek van Schubart- en Pretoriusstraat, Pretoria.

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

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 lounge, kitchen, three bedrooms, bathroom and w.c. Outbuilding consist of carport and the boundary has concrete walls. The property is zoned residential and is situated at 33 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 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 this the 23rd day of January 1995.

McLoughlin, Porter & Venter Ing., 31 Merriman Avenue, Vereeniging; P.O. Box 931, Vereeniging. [Tel. (016) 22-5161.] (Ref. COLL/IG/N186/BK8.)

Saak 504/94

IN DIE LANDDROSHOF VIR DIE DISTRIK WONDERBOOM GEHOU TE WONDERBOOM

In die saak tussen **ABSA Bank Beperk**, Eiser, en **Petrus Paulus Fourie**, Eerste Verweerder, en **Hannolien Ronel Fourie**, Tweede Verweerder

Kennis word hiermee gegee dat ingevolge 'n uitspraak van bogemelde Agbare Hof in bogemelde saak op 17 Maart 1994, en ter uitvoering van 'n lasbrief vir eksekusie, sal die Balju, Wonderboom op 10 Maart 1995 om 11:00, die ondervermelde eiendom in eksekusie verkoop te Gedeelte 83, De Onderstepoort (net noord van Sasko Meule, ou Warmbadpad, Bon Accord), aan die hoogste bieder.

Die eiendom wat aldus te koop aangebied word, staan bekend as Shannonstraat 26, The Orchards-uitbreiding 11, en word omskryf as Erf 882, The Orchards-uitbreiding 11, Registrasieafdeling JR, Transvaal, groot 800 vierkante meter.

Die eiendom bestaan na bewering, maar sonder waarborg, uit 'n woning van steen onder 'n teëldak, sitkamer, eetkamer, kombuis, twee slaapkamers en badkamer.

Die koper moet 'n deposito van 10% (tien persent) van die koopprijs, Baljufooi 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, Wonderboom.

Geteken te Pretoria op hierdie 2de dag van Februarie 1995.

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

Saak 23016/94

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **ABSA Bank Beperk**, Eiser, en **Jan Oscar Fairman**, Eerste Verweerder, en **Anna Magrieta Johanna Maria Fairman**, Tweede Verweerderes

Kennis word hiermee gegee dat ingevolge 'n uitspraak van bogemelde Agbare Hof in bogemelde saak op 22 April 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 Phylitelaaan 68, Zwartkop-uitbreiding 8, en word omskryf as 'n onbeboude Erf 1656, Zwartkop-uitbreiding 8, Registrasieafdeling JR, Transvaal, groot 1 389 vierkante meter.

Die koper moet 'n deposito van 10% (tien persent) van die koopprijs, Baljufooi 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-Suid, Edenpark, Hoewe 83, hoek van Gerhardstraat en Weslaan, Verwoerdburg.

Geteken te Pretoria op hierdie 2de dag van Februarie 1995.

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

Case 6850/94

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

In the matter between **Jumbo Foods CC**, Execution Creditor, and **Aharon Abergil**, Execution Debtor

In pursuance of a judgment of the above Honourable Court and a warrant of execution, the property described as Erf 4533, Extension 11, Pietersburg, Registration Division LS, Transvaal, in extent 1 013 square metres, held by Deed of Transfer T53582/1993, will be sold in front of the Court-house of the above Court on 17 March 1995 at 10:00, without reserve and to the highest bidder.

Improvements (which are not warranted to be correct and not guaranteed): Residential dwelling situated on 54 Kigelia Street, Flora Park, Pietersburg.

The material conditions of the sale are:

1. Unless arrangements are made with the Plaintiff before the sale, the purchaser must pay a deposit of 10% (ten per centum) of the purchase price or R1 000 (one thousand rand) whichever is the greater, in cash immediately after the sale and the balance, together with interest, is to be secured by a guarantee approved by the Sheriff and delivered within 21 (twenty-one) days from date of sale.

2. The sale is voetstoots and subject to—

2.1 the Magistrates' Courts Act and the rules made thereunder;

2.2 the conditions of the title deed; and

2.3 the conditions of sale, which may be inspected at the offices of the Sheriff who will read the conditions of sale immediately before the sale.

Signed at Pietersburg on this the 17th day of January 1995.

L. E. de Lange, for Pratt, Luyt & De Lange, P.O. Box 152, Pietersburg, 0700; 20 Market Street, Pietersburg, 0699. [Tel. (0152) 295-9020.] [Fax. (0152) 295-8620.] (Docex 5.)

Saak 4840/91

IN DIE LANDDROSHOF VIR DIE DISTRIK BRAKPAN GEHOU TE BRAKPAN

In die saak tussen **United Bank**, 'n afdeling van ABSA Bank Beperk, Eiser, en **J. D. Kunneke**, Verweerder

Ingevolge 'n vonnis en lasbrief uitgereik in bogemelde Hof, sal onderstaande eiendom in eksekusie verkoop word op 3 Maart 1995 om 11:00, ten kantore van die Balju, Brakpan, Prince Georgelaan 439, Brakpan:

Erf 659, Minnebron-dorpsgebied.

Ligging: Bowerstraat 14, Minnebron, Brakpan, grootte 679 vierkante meter.

Verbeteringe: Siersteenwoning met sinkdak bestaande uit sitkamer, drie slaapkamers, badkamer en kombuis.

Buitegeboue: Twee motorhuise, bediendekamer en pakkamer.

Sonering: Residensiële 1.

Voorwaardes van verkoping:

1. Die eiendom sal verkoop word aan die hoogste bieder onderhewig aan die reg van preferente skuldeisers.

2. Betaling sal geskied by wyse van 'n deposito van 10% (tien persent) plus Baljukommissie op die dag van die verkoping. Die balans tesame met rente sal betaal of verseker word by wyse van 'n waarborg binne 7 (sewe) dae na datum van die verkoping.

3. Die koper sal die transportkoste asook munisipale belasting, wat agterstallige en regs-koste mag insluit, betaal asook die prokureurs- en baljukoste verbonde aan die verkoping.

4. Die eiendom word voetstoots verkoop en geen waarborg word gegee ten aansien van die beskrywing van die eiendom nie.

5. Die verkoopvoorwaardes sal ter insae lê by die kantoor van die Balju, Brakpan vanaf datum van hierdie kennisgewing.

Gedateer te Brakpan hierdie 18de dag van Januarie 1995.

J. J. Geyser, vir Glenleyhuis, Kingswaylaan 116, Brakpan. [Tel. (011) 744-4620.] (Verw. mev. Coetzer/U574.)

Saak 7425/93

IN DIE LANDDROSHOF VIR DIE DISTRIK BRAKPAN GEHOU TE BRAKPAN

In die saak tussen **ABSA Bank**, handeldrywende as Trust Bank, Eiser, en **Jan Albertus Carlson**, Verweerder

In uitvoering van 'n vonnis en 'n lasbrief vir eksekusie uitgereik en behoorlik daartoe gelas deur die Eksekusieskuldeiser, sal die ondervermelde perseel op Woensdag, 1 Maart 1995 om 10:00, te die ondervermelde perseel deur Libra Afslaaers BK/Die Balju aan die hoogste bieder geregtelik verkoop word, naamlik:

Erf 808, Brakpan-dorpsgebied, Registrasieafdeling IR, Transvaal, groot 991 (negehonderd een-en-negentig) vierkante meter, bekend as Queenlaan 64, Brakpan.

Belangrike voorwaardes van verkoping: 10% (tien persent) deposito van die totale koopprys in kontant by toestaan van die bod en die balans van die koopprys binne 30 (dertig) dae na die datum van verkoping.

Die volgende verbeterings word beweer maar nie gewaarborg nie: Woonhuis en gewone buitegebou.

Alle verkoopvoorwaardes wat deur Libra Afslaaers/Die Balju net voor die verkoping uitgelees word, is in hul kantoor te Floridasentrum, Derde Verdieping, Ontdekkersweg, Florida, asook te die Baljukantore, Prince Georgelaan 439, Brakpan, gedurende normale kantoorure, ter insae beskikbaar.

Louwrens & Coetzer, Queenlaan 130, Brakpan. (Verw. mnr. Louwrens/MK/L4330.)

CAPE • KAAP

Case 3706/93

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

In the matter between **Adfin (Pty) Ltd**, trading as Rand Trust, Plaintiff, and **Mogamat Anwa Faker** and **Amina Salie** (now Mrs Faker), Defendants

The following property will be sold in execution at the site, on Thursday, 23 February 1995 at 12:30, to the highest bidder:

Erf 2990, Montague Gardens situated in the Municipality of Milnerton, Cape Division, extent 425 (four hundred and twenty-five) square metres, held by Deed of Transfer 59143/92, situated at 25 Green Way, Summer Greens, Milnerton.

1. The following improvements are reported but not guaranteed: With a dwelling thereon.
2. *Payment:* Ten per centum (10%) of the purchase price must be paid in cash or by 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, Cape Town.

Dated at Cape Town on this 10th day of January 1995.

A. G. M. van Rensburg, Manager for Plaintiff, Adfin (Pty) Ltd, trading as Rand Trust, 130 Adderley Street, Cape Town, 8001.

Case 2989/94

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

In the matter between **ABSA Bank Limited**, Plaintiff, and **Mr Melvyn John Bambi**, First Defendant, and **Mrs Theresa Bambi**, Second Defendant

In pursuance of a judgment in the Court of the Magistrate of Malmesbury, the following will be sold in execution on 28 February 1995 at 10:15, in front of the Magistrate's Court for the District of Malmesbury, to the highest bidder:

Erf 10031 (portion of Erf 6302), Wesfleur, 264 (two hundred and sixty-four) square metres, held by Deed of Transfer T12483/94, situated at 13 Rozette Street, Avondale Atlantis, 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, Malmesbury.

C. & A. Friedlander Inc., Third Floor, Reader's Digest House, Strand Street, Cape Town, 8001.

Case 3525/94

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

In the matter between **ABSA Bank Limited**, Plaintiff, and **Johannes Barends**, First Defendant, and **Sofie Fredrika Barends**, Second Defendant

In pursuance of a judgment in the Court of the Magistrate of Malmesbury, the following will be sold in execution on 28 February 1995 at 10:15, in front of the Magistrate's Court for the District of Malmesbury, to the highest bidder:

Erf 4962, Wesfleur, 578 (five hundred and seventy-eight) square metres, held by Deed of Transfer T59337/89, situated at 5 New Place, Saxon Sea, Atlantis, 7349, three bedrooms, bathroom/toilet, lounge/dining-room 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, Malmesbury.

C. & A. Friedlander Inc., Third Floor, Reader's Digest House, Strand Street, Cape Town, 8001.

Saak 48234/93

IN DIE LANDDROSHOF VIR DIE DISTRIK WYNBERG GEHOU TE WYNBERG

In die saak tussen **Standard Bank van Suid-Afrika Bpk.**, Eksekusieskuldeiser, en **M. A. Mohamed & H. Ryan**, Eksekusieskuldenaar

Ingevolge uitspraak van die Landdros Wynberg, en lasbrief vir eksekusie teen goed gedateer 1 Februarie 1994, sal die ondervermelde eiendom op 13 Maart 1995 om 14:00, te Oasissweg 28, Hazendal, Athlone, aan die hoogste bieder geregtelik verkoop word, naamlik:

Sekere: 'n Kwart aandeel in die Erf 30085, Kaapstad, te Mowbray, in die munisipaliteit Kaapstad, afdeling Kaap, groot 535 (vyfhonderd vyf-en-dertig) vierkante meter, gehou by die Verweerders kragtens Transportakte T48102/93, bestaande uit vrystaande woning met baksteenmure bestaande uit drie slaapkamers, kombuis, sitkamer, toilet, motorhuis en bediendekamer.

Die voorwaardes van verkoop mag gedurende kantoorure by die kantoor van die Balju vir die Landdroshof te Wynberg nagesien word.

Gedateer te Kaapstad op 19 Januarie 1995.

Jan S. De Villiers & Seun, Prokureurs vir Eiser, 16de Verdieping (BP-sentrum), Thibaultplein 1, Kaapstad. (Verw. TP/C148.)

Case 22256/90

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 **Jacobus Hermanus Prins**, Defendant

The following property will be sold in execution, voetstoots and without reserve, to the highest bidder, at the Court Steps, Mitchells Plain, 1 March 1995 at 10:00:

Erf 734, Mandalay, in the Local Area of Mandalay, Cape Division, in extent 504 (five hundred and four) square metres, also known as 18 Bower Street, Mandalay, Mitchells Plain.

Conditions:

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

Single dwelling of brick under tiled roof consisting of three bedrooms, kitchen, open plan lounge/dining-room, bathroom, toilet and 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 17th day of January 1995.

Balsillie Watermeyer & Cawood, Attorneys for Execution Creditor, Third Floor, Norwich Life Centre, Protea Road, Claremont.

Saak 838/94

IN DIE LANDDROSHOF VIR DIE DISTRIK NELSPRUIT GEHOU TE NELSPRUIT

In die saak tussen **Laeveltrust Beleggings Bpk.**, Eksekusieskuldeiser, en **S. Susmak**, handeldrywende as Captain Dorego, Eerste Eksekusieskuldenaar, en **E. R. Susmak**, Tweede Eksekusieskuldenaar

Ten uitvoering van 'n vonnis en 'n lasbrief vir eksekusie uitgereik in bogemelde Hof op 1 Junie 1994, sal die onderstaande eiendom geregtelik verkoop word by die Baljukantoor, Hoofstraat, Humansdorp, op 3 Maart 1995 om 10:30, of so spoedig moontlik daarna, naamlik:

Erf 1017, Sea Vista, geregistreer in die naam van Santareme Bay (Proprietary) Bpk., distrik Humansdorp, groot 806 vierkante meter (agt, nul, ses), en Erf 1018, Sea Vista, geregistreer in die naam van Santareme Bay (Proprietary) Bpk., distrik Humansdorp, groot 912 vierkante meter (nege, een, twee) onderworpe aan die voorwaardes vermeld in die titelakte van voormelde eiendom kragtens Akte van Transport T8852/79.

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

Die koopprys is as volg betaalbaar, synde:

1. 10% (tien persent) van die koopsom in kontant op die dag van verkoping aan die Balju van die Landdroshof.

2. Die balans plus rente by wyse van 'n bank- of bougenootskapwaarborg betaalbaar ten registrasie van die eiendom in die naam van die koper en waarvoor waarborge gelewer moet word binne veertien (14) dae vanaf datum van verkoping.

Die verkoping geskied voetstoots en die voorwaardes van verkoping sal gedurende kantoorure by die Balju van die Landdroshof te Humansdorp, ter insae lê.

Geteken te Nelspruit op 1995.

Du Toit-Smuts Prokureurs, Du Toit-Smutsgebou, Andersonstraat 21B, Nelspruit. (Mev. Botha/hj/LAE40/L5/94.)

Case 3857/90

IN THE MAGISTRATE'S COURT KUILS RIVER HELD AT KUILS RIVER

ABSA Bank Limited, trading as United Bank *versus* **David Johannes Mitchell and Anthea Elmarie Mitchell**

The following property will be sold in execution in front of the Court-house for the District of Kuils River, on Tuesday, 7 March 1995 at 09:00, to the highest bidder:

Erf 8706, Kuils River, in extent 443 square metres, held by T13460/1989, situated at 55 Allaman Street, Highbury, Kuils River, Western Cape.

1. The following improvements are reported but not guaranteed:

Dwelling: Lounge, kitchen, dining-room, three bedrooms, bathroom/toilet and 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 cent) per annum calculated on the Judgment Creditor's claim from the date of sale to the date of transfer] against registration of transfer, which amounts are to be secured by approved bank-guarantee to be delivered within 14 days of the sale.

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

4. *Conditions*: The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeek Street, Cape Town. (Ref DOU1065/100110/gl.)

Case 1073/91

IN THE MAGISTRATE'S COURT KUILS RIVER HELD AT KUILS RIVER

ABSA Bank Limited, trading as United Bank *versus* **Timotheus Swarts and Reney Adrina Swarts**

The following property will be sold in execution in front of the Court-house for the District of Kuils River, on Tuesday, 7 March 1995 at 09:00, to the highest bidder:

Erf 3055, Blue Downs, in extent 350 square metres, held by T20136/1990, situated at 30 Washington Way, Malibu Village, Blue Downs, Western Cape.

1. The following improvements are reported but not guaranteed:

Dwelling: Lounge, dining-room, kitchen, three bedrooms and bathroom/toilet.

2. *Payment*: Ten per centum (10%) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 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 Riebeek Street, Cape Town. (Ref D1U010/100373/gl.)

Case 16551/94

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

ABSA Bank Limited, trading as United Bank, *versus* **Faizel George**

The following property will be sold in execution in front of the Court-house for the District of Bellville, Voortrekker Road, Bellville, Western Cape, on Tuesday, 7 March 1995 at 14:00, to the highest bidder:

Erf 19459, Parow, in extent 357 square metres, held by T29627/1987, situated at 21 Alabama Street, Ravensmead, Western Cape.

1. The following improvements are reported but not guaranteed:

Dwelling: Lounge, dining-room, kitchen, three bedrooms, bathroom, toilet and shower/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. 4U109573/gl.)

Case 3159/94

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

ABSA Bank Limited, trading as United Bank, *versus* **Esaias Frederick Snyman and Susanna Maria Snyman**

The following property will be sold in execution at the site of the property, 8 Georgia Street, Stellenridge, Bellville, Western Cape, on Wednesday, 8 March 1995 at 10:00, to the highest bidder:

Erf 23852, Bellville, in extent 1 379 square metres, held by T29653/1992, situated at 8 Georgia Street, Stellenridge, Bellville, Western Cape.

1. The following improvements are reported but not guaranteed:

Dwelling: Entrance, lounge, dining-room, family room, kitchen, laundry, four bedrooms, toilet, two bathroom/toilet, double garage and swimming-pool.

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 Riebeeck Street, Cape Town. (Ref. D4U0065/104317/gl.)

Case 2750/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

ABSA Bank Limited, trading as United Bank, *versus* **Russell Lewis Shelper and Susanna Elizabeth van Zyl**

The following property will be sold in execution at the site of the property, 6 Tanner Street, Kraaifontein, Western Cape, on Wednesday, 8 March 1995 at 11:00, to the highest bidder:

Erf 5384, Kraaifontein, in extent 496 square metres, held by T2838/1993, situated at 6 Tanner Street, Kraaifontein, Western Cape.

1. The following improvements are reported but not guaranteed:

Dwelling: Entrance, lounge, dining-room, kitchen, laundry, four bedrooms, bathroom/shower/toilet, garage, store-room and swimming-pool.

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% (fifteen 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 Riebeeck Street, Cape Town. (Ref. D4U0119/104713/gl.)

Case 1134/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

ABSA Bank Limited, trading as United Bank, *versus* **Johannes Jochemus Nicolaas Gunter**

The following property will be sold in execution at the site of the property, 22 Aandblom Street, Brackenfell, Western Cape, on Tuesday, 7 March 1995 at 10:00, to the highest bidder:

Erf 1395, Brackenfell, in extent 900 square metres, held by T11830/1981, situated at 22 Aandblom Street, Brackenfell, Western Cape.

1. The following improvements are reported but not guaranteed:

Dwelling: Entrance, lounge, dining-room, family room, kitchen, three bedrooms, bathroom and shower/toilet. Detached servant's room, shower, toilet and 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 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 Riebeeck Street, Cape Town. (Ref. D4U0034/104268/gl.)

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

In the matter between **First National Bank of S.A. Limited**, Plaintiff, and **Peter John West**, Defendant

In pursuance of a judgment of the above Honourable Court, the property described hereunder will be sold at the premises of the immovable property, commonly known as 9 Watson Street, Muizenberg, on Wednesday, 1 March 1995 at 12:00, namely:

Erf 87336, Cape Town at Muizenberg, in the City of Cape Town, Cape Division, in extent 495 (four hundred and ninety-five) square metres, held by Deed of Transfer T5532/1992.

Commonly known as 9 Watson Street, Muizenberg, which property is said, without warranty as to the correctness thereof, to comprise of: Entrance hall, lounge, four bedrooms, kitchen, one and a half bathrooms, laundry, garage and maids' quarters and bathroom.

Conditions of sale:

1. The sale is subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, the property being sold voetstoots as it stands and subject to the conditions of the existing title 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 current bank rate to be paid against registration of transfer, which shall be given and taken as soon as possible after the sale.

3. The following improvements are on the property: Entrance hall, lounge, four bedrooms, kitchen, one and a half bathrooms, laundry, garage and maids' quarters and bathroom.

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 messenger of the Court, and at the offices of the undersigned.

Dated at Cape Town this 13th day of January 1995.

Lindsay & Associates, Attorneys for Plaintiff, Seventh Floor, 56 Shortmarket Street, Cape Town, 8001. (Tel. 23-7300.) (Ref. Mrs P. Waters/gw 21947.)

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

In the matter between **Fidelity Bank Limited**, Plaintiff/Execution Creditor, and **Dawid Frederick Bellingan**, Defendant/Execution Debtor

In execution of the judgment of the Magistrate's Court of Wynberg in the above matter, a sale will be held on Thursday, 2 March 1995 at 10:00, at 103 The Vines, Alphen Hill Road, Wynberg, Cape, of the following immovable property:

A unit consisting:

(a) Section 23 (twenty-three) as shown and more fully described on Sectional Plan SS104/1991 in the building or buildings known as The Vines situated at Wynberg, in the Municipality of Cape Town, Cape Division, of which section the floor area according to the said sectional plan is 34 (thirty-four) square metres in extent;

(b) together with an undivided share in the common property in the land and building or buildings as shown and more fully described on the said sectional plan, apportioned to the said section in accordance with the participation quota of the said section specified in a schedule endorsed on the said sectional plan, and held under Certificate of Registered Sectional Title ST104/1991 (23) (Unit) dated 24 May 1991.

(a) Section 16 (sixteen) as shown and more fully described on Sectional Plan SS104/1991 in the building or buildings known as The Vines situated at Wynberg in the Municipality of Cape Town, Cape division, of which section the floor area according to the said sectional plan is 16 (sixteen) square metres in extent;

(b) together with an undivided share in the common property in the land and building or buildings as shown and more fully described on the said sectional plan, apportioned to the said section in accordance with the participation quota of the said section specified in a schedule endorsed on the said sectional plan, and held under Certificate of Registered Sectional Title ST104/1991 (16) (unit) dated 24 May 1991.

Also known as 103 The Vines, Alphen Hill Road, Wynberg, Cape.

The following information is furnished *re* the improvements but in this regard nothing is guaranteed: Flat consisting of approximately bedroom, lounge, kitchen, bathroom and toilet.

Conditions of sale:

1. The sale is subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, the property being sold voetstoots as it stands and subject to the conditions of the existing title deed. The highest bidder shall be the purchaser, subject to the provisions of Section 66 of the above Act.

2. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price in cash or by way of a bank or building society guaranteed cheque on the day of the sale and the balance [with interest at the rate of 16,25% (sixteen comma two five per cent) per annum from the date of sale to the date of registration of transfer] against registration of transfer, which amounts are to be secured by a bank or building society guarantee, to be approved by the Execution Creditor's attorneys, and to be furnished to the Sheriff within fourteen (14) days from the date of sale.

3. The full conditions of sale will be read out immediately prior to the sale and may be inspected at the offices of the Sheriff of the Magistrate's Court, Wynberg.

Dated at Cape Town this 17th day of January 1995.

Findlay & Tait Inc., Plaintiff's Attorneys, 30 Hout Street, Cape Town. (Ref. P. E. Whelan/hb/42292.)

Case 1329/92

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

In the matter between **Nedcor Bank Limited**, formerly Nedperm Bank Limited, Plaintiff, and **Jaydee Eiendomme CC** (CK 86/04017/23), Defendant

In terms of a judgment given in the Magistrate's Court at Hermanus, on 12 November 1992, and under a warrant of execution issued thereafter, the following immovable property known as:

Erf 298, Sandbaai, in the area of the Local Council of Sandbaai, Division of Caledon, measuring 803 square metres, held by Deed of Transfer T4305/92, also known as 298 Third Avenue, Sandbaai, will be sold in execution on 3 March 1995 at 11:30, at Erf 298, Third Avenue, Sandbaai, 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, Hermanus, 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 cent) of the purchase price immediately after the sale and will provide a bank or building society guarantee acceptable to the Judgment Creditor's attorneys providing for payment within fourteen 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 16th day of January 1995.

P. du Toit, for 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 1183/91

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF SOMERSET WEST HELD AT SOMERSET WEST

In the matter between **Nedcor Bank Limited**, formerly Nedperm Bank Limited, Plaintiff, and **Clive William Manus**, married in community of property to **Belinda Manus**, Defendants

In terms of a judgment given in the Magistrate's Court at Somerset West, on 15 April 1992, and under a warrant of execution issued thereafter, the following immovable property known as:

Erf 2478, Macassar, in the local area of Macassar, Division of Stellenbosch, measuring 299 square metres, held by Deed of Transfer T10219/86, also known as 156 Musica Avenue, Macassar, will be sold in execution on 28 February 1995 at 10:00, at Somerset West Magistrate's Court, 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, Somerset West, 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 cent) of the purchase price immediately after the sale and will provide a bank or building society guarantee acceptable to the Judgment Creditor's attorneys providing for payment within fourteen 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 13th day of January 1995.

P. du Toit, for 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 10161/94

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Graeme David Morkel**, First Defendant, and **Erica Morkel**, Second Defendant

In the above matter a sale will be held on Monday, 27 February 1995 at 11:00, at the site of 19 Fransen Street, Bothasig, being Erf 2785, Milnerton, in the Municipality of Milnerton, Cape Division, measuring 595 square metres:

Conditions of sale:

1. The sale is subject to 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. $\frac{1}{10}$ (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 rate of 16,25% (sixteen comma two five per cent) 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 with prefab walls, comprising of three bedrooms, lounge, dining-room, kitchen, bathroom, separate toilet, garage and swimming-pool.

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 Goodwood, 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 1967/94

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

ABSA Bank Limited, trading as United Bank *versus* **Dawid van Wyk and Sara van Wyk**

The following property will be sold in execution at the site of the property, 75 Boswewer Street, 1154 Louwville, Vredenburg, Western Cape, on Friday, 10 March 1995 at 12:00, to the highest bidder:

Erf 3545, Vredenburg, in extent 325 square metres, held by T21024/1992, situated at 75 Boswewer Street, 1154 Louwville, Vredenburg, Western Cape.

1. The following improvements are reported but not guaranteed: Dwelling: Lounge, kitchen, two bedrooms and bathroom/toilet.

2. *Payment*: 10% (ten per centum) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 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 guaranteed to be delivery 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. 4U109538/gl.)

Case 3757/94

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

ABSA Bank Limited, trading as United Bank *versus* **Pieter Andrew September and Priscilla Etrica Miriana September**

The following property will be sold in execution in front of the Court-house for the District of Malmesbury, on Tuesday, 7 March 1995 at 10:00, to the highest bidder:

Erf 1737, Wesfleur, in extent 337 square metres, held by T7089/1989, situated at 106 Athens Avenue, Saxonsea, Wesfleur, Atlantis, Western Cape.

1. The following improvements are reported but not guaranteed: Dwelling: Lounge, kitchen, three bedrooms, bathroom, toilet and detached single garage.

2. *Payment*: 10% (ten per centum) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 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 guaranteed to be delivery 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. 4U120047/gl.)

Saak 1641/91

IN DIE LANDDROSHOF VIR DIE DISTRIK GEORGE GEHOU TE GEORGE

In die saak tussen **Nedcor Bank Beperk**, Eksekusieskuldeiser, en **T. Matiya**, Eksekusieskuldenaar

Ter uitvoering van 'n vonnis van die Landdroshof vir die distrik George en 'n lasbrief vir eksekusie gedateer 27 Junie 1994 sal die volgende eiendom in eksekusie verkoop word op Donderdag, 23 Februarie 1995 om 10:00, te die Landdroskantore, Yorkstraat, George, naamlik:

Erf 1299, Tyolora, in die munisipaliteit en administratiewe distrik George, ook bekend as Ncakanistraat 1299, Thembaletu, George, groot 300 vierkante meter, gehou kragtens Sertifikaat van Reg van Huurpag TL3716/89.

Verbeterings: Woonhuis bestaande uit drie slaapkamers, kombuis, sitkamer, eetkamer en badkamer.

Verkoopvoorwaardes:

1. Die verkoping is onderhewig aan die bepalings van die Landdroshofwet, No. 32 van 1944, en die reëls daaronder geproklameer. Die eiendom word voetstoots verkoop en onderhewig aan die voorwaardes van die bestaande transportakte. Die hoogste bieder sal die koper wees, onderhewig aan die bepalings van artikel 66 van die bogemelde Wet.

2. 10% (tien persent) van die koopprys is betaalbaar in kontant by ondertekening van die verkoopvoorwaardes onmiddellik nadat die eiendom as verkoop verklaar is en die saldo van die koopprys, tesame met rente daarop bereken teen die huidige rentekoer van 15,25% (vyftien komma twee vyf persent) vanaf datum van vonnis tot datum van registrasie, teen registrasie van transport in naam van die koper. Voormelde bedrae moet verseker wees deur 'n aanvaarbare of- of bouverenigingwaarborg wat gelewer moet word binne 14 dae vanaf datum van die veiling.

3. Die koper sal alle hereregte, oordragkoste agterstallig grondbelasting en heffings, asook grondbelastingen en heffings vir die huidige jaar en afslaerskommissie betaal.

4. Belasting op Toegevoegde Waarde op die koopprys, tensy die Vonniskskuldeiser voor die veiling die afslaer en die Balju, voorsien het van 'n skriftelike verklaring dat die verkoping van die eiendom nie 'n belasbare lewering van goed sou wees indien dit deur die Vonniskskuldenaar verkoop sou word nie en wat volledig die redes uiteensit waarom die verkoping van die eiendom deur die Vonniskskuldenaar nie 'n belasbare lewering van goed sou wees nie.

5. Die volle voorwaardes van verkoping lê ter insae by die kantoor van die Balju vir die Landdroshof George, Wellingtonstraat 36A, George, sowel as by die kantore van Mnre Raubenheimers, Cradockstraat 60, George.

Gedateer te George op hierdie 9de dag van Januarie 1995.

R. Engelbrecht, vir Raubenheimers Ing., Die Sentrum, Cradockstraat 60, Posbus 21, George, 6530. [Tel. (0441) 73-2043.]

Case 13401/93

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

In the matter between **Investec Bank Limited**, Plaintiff, and **Mogamat Gosain Slamong**, First Defendant, and **Mymoena Slamong**, Second Defendant

In pursuance of a judgment of the Court of the Magistrate for the District of Wynberg, dated 24 October 1994, and writ of execution dated 21 November 1994, the following will be sold in execution on 2 March 1995 at 12:00, at the site, being:

Erf 35913, Cape Town, at Athlone, in the Municipality of Cape Town, Cape Division, in extent 459 square metres, also known as 33 Orion Road, Surrey Estate, Athlone.

The following improvements are reported to the property but not guaranteed: A brick dwelling under a tiled roof, consisting of five bedrooms, two bathroom, two toilets, kitchen, lounge, dining-room and double garage.

Conditions of sale:

1. The property shall be sold to the highest bidder subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder and of the title deed in so far as these are applicable.

2. Payment:

2.1 10% (ten per centum) of the purchase price shall be paid in cash by means of a bank or building society guaranteed cheque to the Messenger of the Court or the auctioneer upon signature of the conditions of sale, or otherwise as the Messenger of the Court or the auctioneer may arrange;

2.2 The unpaid balance shall be paid on registration of transfer in a form acceptable to the Execution Creditor's conveyancers;

2.3 Interest shall be paid on—

2.3.1 the amount of the Plaintiff's claim at the rate of 16,25% (sixteen comma two five per centum) for each month or part thereof from the date of the sale to date of registration of transfer;

2.3.2 Interest shall further be paid on any preferent creditor's claim at the applicable rate from the date of sale to date of registration of transfer;

2.4 All the amounts mentioned in paragraphs 2.2 and 2.3 above are to be secured by the purchaser by an approved banker's or building society guarantee to be delivered within 14 (fourteen) days of the date of the sale to the Execution Creditor's conveyancers.

3. Full conditions of sale:

The full conditions of sale which will be read out by the Messenger of the Court or the auctioneer, immediately prior to the sale, may be inspected at either the Messenger of the Court or the auctioneer's office.

Dated at Cape Town this 11th day of January 1995.

K. Sloth-Nielsen, Second Floor, Grootte Kerk Building, Adderley Street, Cape Town.

NEDCOR BANK LIMITED versus M. C. NDINGANE

GOODWOOD Case 12419/94

The property: All right, title and interest in the leasehold in respect of Erf 2488, Langa, in the Area of Jurisdiction of the Ikapa Town Council, Administrative District of the Cape.

In extent: 287 square metres.

Situated at Zone 4, No. 89, Langa.

Improvements (not guaranteed): Brick walls, asbestos roof, lounge, kitchen, two bedrooms and bathroom.

Date of sale: 1 March 1995 at 11:00.

Place of sale: Goodwood Magistrate's Court.

Material conditions: The sale will be by public auction to the highest bidder, subject to a 10% (ten per cent) deposit in cash or by bank cheque on the day of the sale, and the balance on transfer together with interest thereon calculated in the manner set out more fully in the conditions of sale and subject to the terms set out in the conditions of sale which will be read immediately prior to the sale and which are available for inspection at the offices of the Sheriff for the Magistrate's Court, Goodwood.

Pincus Matz Marquard Hugo-Hamman, Attorneys for Judgment Creditor, 135 Main Road, Claremont.

NEDCOR BANK LIMITED versus M. L. NASIEP

WYNBERG Case No. 57525/92

The property: 59 Sherwood Park, in the City of Cape Town, Cape Division.

In extent: 524 square metres.

Situated at: 22 First Avenue, Sherwood Park.

Improvements (not guaranteed): Single dwelling, brick walls, tiled roof, lounge, dining-room, kitchen, two bedrooms, bathroom/toilet and garage.

Date of sale: 28 February 1995 at 12:00.

Place of sale: 22 First Avenue, Sherwood Park.

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 1148/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF EAST LONDON HELD AT EAST LONDON

In the matters between **East London Municipality**, Judgment Creditor, and **F. J. Shakespeare**, First Judgment Debtor, and **N. S. Shakespeare**, Second Judgment Debtor

In pursuance of a judgment granted on 4 November 1993 in the Magistrate's Court of East London, and under writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 24 February 1995 at 09:00, to the highest bidder:

Place of sale: The Magistrate's Court Building, Lower Buffalo Street, East London.

Description: Erf 31462, East London, Municipality and Division of East London, situated at 47 Boeing Road, Buffalo Flats, East London, in extent 595 (five nine five) square metres.

Improvements: Dwelling-house, held by Deed of Transfer T2849/1992.

Conditions of sale:

1. The properties are sold voetstoots in terms and conditions of the Magistrates' Courts Act and subject to the provisions of the title deeds.

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

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

4. Transfer shall be affected by the Plaintiff or its attorneys and the purchasers shall pay all transfer costs, current and arrear rates and taxes 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 Magistrate's Court, 4 Oxford Street, East London, and will be read out by the auctioneer at the sale.

6. The above information is furnished but not guaranteed.

Dated at East London on 11 January 1995.

The Bax Partnership, Plaintiff's Attorneys, Octoproc House, 34 Argyle Street, East London. [Tel. (0431) 43-3700.] (Ref. L. D. Kemp/CG/Z14520.)

Case 1186/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF EAST LONDON HELD AT EAST LONDON

In the matters between **East London Municipality**, Judgment Creditor, and **C. Z. Gqili**, Judgment Debtor

In pursuance of a judgment granted on 23 May 1994 in Magistrate's Court of East London, and under writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 24 February 1995 at 09:00, to the highest bidder:

Place of sale: Magistrate's Court Building, Lower Buffalo Street, East London.

Description: Erf 31691, East London, Municipality and Division of East London, situated at 82 Marigold Road, Parkside, East London, in extent 425 (four two five) square metres.

Improvements: Dwelling-house, held by Deed of Transfer T6676/1992.

Conditions of sale:

1. The properties are sold voetstoots in terms and conditions of the Magistrates' Courts Act and subject to the provisions of the title deeds.

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

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

4. Transfer shall be affected by the Plaintiff or its attorneys and the purchasers shall pay all transfer costs, current and arrear rates and taxes 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 Magistrate's Court, 4 Oxford Street, East London, and will be read out by the auctioneer at the sale.

6. The above information is furnished but not guaranteed.

Dated at East London on 11 January 1995.

The Bax Partnership, Plaintiff's Attorneys, Octoproc House, 34 Argyle Street, East London. [Tel. (0431) 43-3700.] (Ref. L. D. Kemp/CG/Z17241.)

Case 881/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF EAST LONDON HELD AT EAST LONDON

In the matter between **East London Municipality**, Judgment Creditor, and **Tennyson Street Properties CC**, Judgment Debtor

In pursuance of a judgment granted on 21 March 1994 in East London Magistrate's Court, and under writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 24 February 1995 at 12:00 to the highest bidder:

Place of sale: 7 and 9 Tennyson Street, Quigney, East London.

Description: Erf 39194, East London, Municipality and Division of East London, situated at 7 and 9 Tennyson Street, Quigney, East London, in extent 1 222 (one two two two) square metres.

Improvements: Blocks of flats consisting of two units each, garages and servants' quarters, held by Deed of Transfer T1262/1993.

Conditions of sale:

1. The properties are sold voetstoots in terms and conditions of the Magistrates' Courts Act and subject to the provisions of the title deeds.

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

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

4. Transfer shall be affected by the Plaintiff or its attorneys and the purchasers shall pay all transfer costs, current and arrear rates and taxes 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 Magistrate's Court, 4 Oxford Street, East London, and will be read out by the auctioneer at the sale.

6. The above information is furnished but not guaranteed.

Dated at East London on this 11th day of January 1995.

The Bax Partnership, Plaintiff's Attorneys, Octoproc House, 34 Argyle Street, East London. [Tel. (0431) 43-3700.] (Ref. L. D. Kemp/CG/Z18907.)

Case 9346/94

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

In the matter between **NBS Bank Ltd**, Plaintiff, and **Benjamin Basson**, First Defendant, and **Patricia Basson**, Second Defendant

Be pleased to take notice that pursuant to a judgment in the above Honourable Court, granted on 24 November 1994, the undermentioned property will be sold in execution at the premises on Tuesday, 21 February 1995 at 11:00:

Erf 8005, Milnerton, in the Municipality of Milnerton, Cape Division, measuring 771 (seven hundred and seventy-one) square metres, held by Deed of Transfer T4999/92, comprising brick building under tiled roof, lounge/dining-room, three bedrooms, bathroom, separate toilet, kitchen, garage and swimming-pool, and known as 25 Van Passel Street, Bothasig.

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 16th day of January 1995.

M. Shevel, for Cohen Shevel & Fourie, Plaintiff's Attorneys, 154 Voortrekker Road, Parow.

Case 2694/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF SOMERSET WEST HELD AT SOMERSET WEST

ABSA Bank Limited, trading as United Bank Limited *versus* **Clive Jacobus Maart** and **Miennie Magdalena Maart**

The following property will be sold in execution to the highest bidder at a public auction to be held in front of the Court-house for the District of Somerset West on Tuesday, 28 February 1995 at 10:00:

Erf 1959, Macassar, in the Local Area of Macassar, in extent 113 (one hundred and thirteen) square metres, held by Deed of Transfer T25073/90 and situated at 2 Dakota Street, Macassar, Somerset West, 7130.

Conditions of sale:

1. The full conditions of sale will be read out immediately prior to the sale and will be available for inspection at the offices of the Sheriff, Somerset West.

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

3. *Payment:* (10%) Ten per centum of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the full balance thereof together with interest at the rate of 16,25% (sixteen comma two five per centum) from the date of sale to the date of transfer, against registration of transfer, which amounts are to be secured by an approved bank or building society guarantee to be delivered within 14 days of the date of sale.

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

Dated at Cape Town on this the 15th day of January 1995.

G. Visser, for Malan Laàs & Scholtz, Plaintiff's Attorney, 14th Floor, Trust Bank Centre, Adderley Street, Cape Town. [Tel. (021) 419-5880/1/2.] (Ref. GJV/SG Z27066.)

Case 11992/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

ABSA Bank Limited, trading as United Bank Limited *versus* **Esther Susanne Fortuin**

The following property will be sold in execution to the highest bidder at a public auction to be held in front of the Court-house for the District of Kuils River, on Tuesday, 28 February 1995 at 09:00:

Erf 9054, Kuils River, in the Municipality of Kuils River, in extent 400 (four hundred) square metres, held by Deed of Transfer T67989/93, and situated at 75 Amethyst Street, Highbury, Kuils River, 7580.

Conditions of sale:

1. The full conditions of sale will be read out immediately prior to the sale and will be available for inspection at the offices of the Sheriff, Bellville.

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

3. *Payment:* (10%) Ten per centum of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the full balance thereof together with interest at the rate of 16,25% (sixteen comma two five per centum) from the date of sale to the date of transfer, against registration of transfer, which amounts are to be secured by an approved bank or building society guarantee to be delivered within 14 days of the date of sale.

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

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

G. Visser, for Malan Laàs & Scholtz, Plaintiff's Attorney, 14th Floor, Trust Bank Centre, Adderley Street, Cape Town. [Tel. (021) 419-5880/1/2.] (Ref. GJV/SG Z29296.)

Case 19716/94

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

In the matter between **Van Niekerk Groenewoud & Van Zyl**, Plaintiff, and **J. C. Rall**, Defendant

Please take notice that, in terms of the judgment of the Bellville Magistrate's Court and a warrant of execution against property, the undermentioned immovable property will be sold in execution on Wednesday, 1 March 1995 at 11:15, at 31 Joostenbergvlakte Drive, Kraaifontein, to the highest bidder, namely:

Erf 9432, Kraaifontein, situated in the Municipality of Kraaifontein, Paarl Division, large 590 square metres, held by Deed of Transfer T43811/1991.

The following improvements are mentioned but not guaranteed: Brick building with tile roof, living room, dining-room, two bedrooms, one and a half bathroom, open plan kitchen and garage.

The complete conditions of sale will be read prior to the auction and is available for perusal at the office of the Messenger of the Court.

Dated on this 17th day of January 1995.

Van Niekerk Groenewoud & Van Zyl, Old Dutch Square, Ou Paarlweg 9, Bellville. [Tel. (021) 946-3282.]

Case 17586

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

ABSA Bank Limited, trading as Allied Bank *versus* **Solomon Benjamin Cupido**, and **Jane Edith Cupido**

The following property will be sold in execution to the highest bidder at a public auction to be held in front of the Court-house for the District of Bellville, on Monday, 27 February 1995 at 14:00:

Erf 14173, Bellville, in the Municipality of Bellville, in extent 317 (three hundred and seventeen) square metres, held by Deed of Transfer T59235/87 and situated at 599 Nick Kearns Street, Bellville South, 7530.

Conditions of sale:

1. The full conditions of sale will be read out immediately prior to the sale and will be available for inspection at the offices of the Sheriff, Bellville.

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

A dwelling comprising a lounge, kitchen, three bedrooms, bathroom, w.c. and garage.

3. *Payment:* 10% (ten per cent) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the full balance thereof together with interest at the rate of 16,25% (sixteen comma two five per cent) from the date of sale to the date of transfer, against registration of transfer, which amounts are to be secured by an approved bank or building society guarantee to be delivered within 14 days of the date of sale.

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

Dated at Cape Town on this 18th day of January 1995.

G. Visser, for Malan Laàs & Scholtz, Plaintiff's Attorney, 14th Floor, Trust Bank Centre, Adderley Street, Cape Town. [Tel. (021) 419-5880/1/2.] (Ref. GJV/SG Z27008.)

Case 2055/94

Nedcor Bank Limited, *versus* **T. P. Mbono**

The property: Erf 3359, Langa in the area of jurisdiction of the Ikapa Town Council, Administrative District of the Cape, in extent 450 square metres, situated at 3 Vokwana Street, Langa.

Improvements (not guaranteed): Brick walls, tiled roof, lounge, kitchen, three bedrooms, bathroom and toilet.

Date of sale: 1 March 1995 at 11:00.

Place of sale: Goodwood Magistrate's Court.

Material conditions: The sale will be by public auction to the highest bidder, subject to a 10% (ten per cent) deposit in cash or by bank cheque on the day of the sale and the balance on transfer together with interest thereon calculated in the manner set out more fully in the conditions of sale and subject to the terms set out in the conditions of sale which will be read immediately prior to the sale and which are available for inspection at the offices of the Sheriff for the Magistrate's Court, Goodwood.

Pincus Matz Marquard Hugo-Hamman, Attorneys for Judgment Creditor, 135 Main Road, Claremont.

Saak 1229/94

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Noord-Kaapse Afdeling)

In die saak tussen **ABSA Bank Bepers**, handelende as Allied Bank, Eiser, en **Edwin Samuel Casper**, Eerste Verweerder, en **Maureen Casper**, Tweede Verweerderes

In navolging van 'n vonnis gedateer 9 November 1994, en 'n lasbrief tot eksekusie teen onroerende goedere, gedateer 11 November 1994, gaan die ondergemelde eiendom in eksekusie per publieke veiling verkoop word aan die hoogste bieder deur die Balju van Prieska op Vrydag, 24 Februarie 1995 om 10:00, te die Landdroskantore Prieska, naamlik:

Sekere: Erf 185, Prieska, geleë in die munisipaliteit en afdeling Prieska, groot 892 (agt nege twee) vierkante meter, beter bekend as Arbeekstraat 10, Prieska, bestaande uit 'n portaal, sitkamer, drie slaapkamers, eetkamer, kombuis, badkamer en enkel motorhuis.

Verkoopvoorwaardes: Die eiendom word verkoop sonder 'n reserweprys en is 10% (tien persent) van die koopprys betaalbaar in kontant, onmiddellik na die verkoping en die balans van die verkoopprys moet gewaarborg word binne 'n redelike tyd met 'n goedgekeurde bank- of bouverenigingwaarborg.

Verdere verkoopvoorwaardes kan besigtig word te die kantore van die Balju, Prieska.

Coetzee & Honiball, Prokureurs vir Eiser, Chapelstraat, Kimberley.

Case 2699/94

IN THE SUPREME COURT OF SOUTH AFRICA
(South-Eastern Cape Local Division)

In the matter between **ABSA Bank Limited**, Plaintiff, and **Lesareng Daniel Leeuw**, Defendant

In pursuance of a judgment of the above Honourable Court, dated 28 November 1994, and the warrant of execution dated 12 December 1994, the following property will be sold, voetstoots, in execution, without reserve, to the highest bidder on 3 March 1995 at 15:00, at The foyer, AA Mutual Building, 15 Rink Street, Central, Port Elizabeth:

Erf 1101, Motherwell NU5, Administrative District of Uitenhage, measuring 570 (five hundred and seventy) square metres, held by the Defendant under Certificate of Right of Leasehold TL1519/88, situated at 18 Mlabathi Street, Motherwell NU5, Port Elizabeth.

The following improvements on the property are reported, though in this respect nothing is guaranteed: Brick under tiles dwelling, lounge, dining-room, kitchen, three bedrooms and bath/w.c.

Zoning: In terms of the Port Elizabeth Municipal zoning scheme, the property is zoned for Residential purposes.

A substantial bond can be arranged for an approved purchaser.

The full conditions of sale will be read immediately prior to the sale and may be inspected prior to the date of sale at the office of the Sheriff of the above Honourable Court.

Material conditions of sale:

The purchase price will be payable by means of a deposit of 10% (ten per centum) and the balance against transfer to be secured by a bank or building society guarantee, to be approved of by Plaintiff's attorneys, to be furnished to the Sheriff within 14 (fourteen) days of the date of the sale. Sheriff's charges at 5% (five per centum) on the first R20 000 (twenty thousand rand) and 3% (three per centum) on the balance of the purchase price are also payable on date of sale.

Dated at Port Elizabeth on this 18th day of January 1995.

McWilliams, Elliott & Arderne, Plaintiff's Attorneys, Parliamentstraat 83, Sentraal, Port Elizabeth. (Ref. E. J. Murray/rr.)

Case 1240/94

IN THE SUPREME COURT OF SOUTH AFRICA
(South-Eastern Cape Local Division)

In the matter between **ABSA Bank Limited**, Plaintiff, and **Komeni Rex Sonanzo**, Defendant

In pursuance of a judgment of the above Honourable Court, dated 28 June 1994, and the warrant of execution dated 11 July 1994, the following property will be sold, voetstoots, in execution, without reserve, to the highest bidder on 3 March 1995 at 15:00, at The foyer, AA Mutual Building, 15 Rink Street, Central, Port Elizabeth:

Erf 101, Motherwell NU5, in the Administrative District of Uitenhage, measuring 293 (two hundred and ninety-three) square metres, held by the Defendant under Certificate of Registered Grant of Leasehold TL1873/88, situated at 77 Gqwaru Street, Motherwell NU5, Port Elizabeth.

The following improvements on the property are reported, though in this respect nothing is guaranteed: Brick under tiles dwelling, lounge, kitchen, two bedrooms and bath/w.c.

Zoning: In terms of the Port Elizabeth Municipal zoning scheme, the property is zoned for Residential purposes.

A substantial bond can be arranged for an approved purchaser.

The full conditions of sale will be read immediately prior to the sale and may be inspected prior to the date of sale at the office of the Sheriff of the above Honourable Court.

Material conditions of sale:

The purchase price will be payable by means of a deposit of 10% (ten per centum) and the balance against transfer to be secured by a bank or building society guarantee, to be approved of by Plaintiff's attorneys, to be furnished to the Sheriff within 14 (fourteen) days of the date of the sale. Sheriff's charges at 5% (five per centum) on the first R20 000 (twenty thousand rand) and 3% (three per centum) on the balance of the purchase price are also payable on date of sale.

Dated at Port Elizabeth on this 18th day of January 1995.

McWilliams, Elliott & Arderne, Plaintiff's Attorneys, Parliamentstraat 83, Sentraal, Port Elizabeth. (Ref. E. J. Murray/rr.)

Case 2658/94

IN THE SUPREME COURT OF SOUTH AFRICA
(South-Eastern Cape Local Division)

In the matter between **ABSA Bank Limited**, Plaintiff, and **Willem Oliphant**, First Defendant, and **Jennifer Veronica Oliphant**, Second Defendant

In pursuance of a judgment of the above Honourable Court, dated 30 November 1994, and the warrant of execution dated 12 December 1994, the following property will be sold voetstoots, in execution, without reserve, to the highest bidder on 3 March 1995 at 15:00, at The foyer, AA Mutual Building, 15 Rink Street, Central, Port Elizabeth:

Erf 13597, Bethelsdorp, in the Municipality and Division of Port Elizabeth, measuring 511 (five hundred and eleven) square metres, held by the Defendants under Deed of Transfer T41888/89, situated at 19 Mullein Street, Bethelsdorp, Port Elizabeth.

The following improvements on the property are reported, though in this respect nothing is guaranteed: Brick under tiles dwelling, lounge, kitchen, three bedrooms, bath/w.c. and dining-room.

Zoning: In terms of the Port Elizabeth Municipal zoning scheme, the property is zoned for Residential purposes.

A substantial bond can be arranged for an approved purchaser.

The full conditions of sale will be read immediately prior to the sale and may be inspected prior to the date of sale at the office of the Sheriff of the above Honourable Court.

Material conditions of sale:

The purchase price will be payable by means of a deposit of 10% (ten per centum) and the balance against transfer to be secured by a bank or building society guarantee, to be approved of by Plaintiff's attorneys, to be furnished to the Sheriff within 14 (fourteen) days of the date of the sale. Sheriff's charges at 5% (five per centum) on the first R20 000 (twenty thousand rand) and 3% (three per centum) on the balance of the purchase price are also payable on date of sale.

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

McWilliams, Elliott & Arderne, Plaintiff's Attorneys, 83 Parliament Street, Central, Port Elizabeth. (Ref. E. J. Murray/rr.)

Case 2719/94

IN THE SUPREME COURT OF SOUTH AFRICA
(South-Eastern Cape Local Division)

In the matter between **ABSA Bank Limited**, Plaintiff, and **Billy Bouwer**, First Defendant, and **Heather Ann Bouwer**, Second Defendant

In pursuance of a judgment of the above Honourable Court, dated 29 November 1994, and the warrant of execution dated 7 December 1994, the following property will be sold, voetstoots, in execution, without reserve, to the highest bidder on 3 March 1995 at 15:00, at The foyer, AA Mutual Building, 15 Rink Street, Central, Port Elizabeth:

Remainder Erf 725, Walmer, in the Municipality and Division of Port Elizabeth, measuring 1 420 (one thousand four hundred and twenty) square metres, held by the First Defendant under Deed of Transfer T51970/89, situated at 259 Main Road, Walmer, Port Elizabeth.

The following improvements on the property are reported, though in this respect nothing is guaranteed: Brick under tile dwelling, four bedrooms, two baths/shower/w.c., shower/w.c., study, three garages, dressing room, servant's room with w.c., kitchen and laundry.

Zoning: In terms of the Port Elizabeth Municipal zoning scheme, the property is zoned for Residential purposes.

A substantial bond can be arranged for an approved purchaser.

The full conditions of sale will be read immediately prior to the sale and may be inspected prior to the date of sale at the office of the Sheriff of the above Honourable Court.

Material conditions of sale:

The purchase price will be payable by means of a deposit of 10% (ten per centum) and the balance against transfer to be secured by a bank or building society guarantee, to be approved of by Plaintiff's attorneys, to be furnished to the Sheriff within 14 (fourteen) days of the date of the sale. Sheriff's charges at 5% (five per centum) on the first R20 000 (twenty thousand rand) and 3% (three per centum) on the balance of the purchase price are also payable on date of sale.

Dated at Port Elizabeth on this 18th day of January 1995.

McWilliams, Elliott & Arderne, Plaintiff's Attorneys, 83 Parliament Street, Central, Port Elizabeth. (Ref. E. J. Murray/rr.)

Case 26752/94

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 **Rotosi Dirk**, Defendant

In pursuance of a judgment in the Court of the Magistrate in the District of Port Elizabeth dated 19 September 1994, the property listed hereunder will be sold in execution on Friday, 24 February 1995 at 14:15, at the front entrance of the New Law Courts, North End, Port Elizabeth:

All the Defendant's right, title and interest in the leasehold in respect of Erf 42374, Zwide, Administrative District of Port Elizabeth, measuring 307 (three hundred and seven) square metres, situated at 84 Mbane Street, Zwide Extension 4, Port Elizabeth.

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 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 18th day of January 1995.

Brown Braude & Vlok, Plaintiff's Attorneys, Hancocks House, 317 Cape Road, Newton Park, Port Elizabeth. (Ref. D. C. Baldie/ah.)

Case 15935/94

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 **Nonqaba Florence Vayo**, Defendant

In pursuance of a judgment in the Court of the Magistrate in the District of Port Elizabeth dated 14 July 1994, the property listed hereunder will be sold in execution on Friday, 24 February 1995 at 14:15, at the front entrance of the New Law Courts, North End, Port Elizabeth:

All the Defendant's right, title and interest in the leasehold in respect of Erf 1714, Motherwell NU6, Phase 2, now known as Erf 8096, Motherwell NU6, in the Administrative District of Uitenhage, measuring 325 (three hundred and twenty-five) square metres, situated at 50 Mankazana Street, Motherwell NU6, Port Elizabeth.

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 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 18th day of January 1995.

Brown Braude & Vlok, Plaintiff's Attorneys, Hancocks House, 317 Cape Road, Newton Park, Port Elizabeth. (Ref. D. C. Baldie/ah.)

Case 10510/94

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 **Thamsanqa Wellington Mahlangu**, First Defendant, and **Pamela Pumla Mahlangu**, Second Defendant

In pursuance of a judgment in the Court of the Magistrate in the District of Port Elizabeth dated 20 May 1994, the property listed hereunder will be sold in execution on Friday, 24 February 1995 at 14:15, at the front entrance of the New Law Courts, North End, Port Elizabeth:

All the Defendant's right, title and interest in the leasehold in respect of Erf 2640, Kwadwesi, situated in the Kwamagxaki/Kwadwesi Development Area, in the Administrative District of Port Elizabeth, measuring 283 (two hundred and eighty-three) square metres, situated at 1 Mbongisa Street, Kwadwesi, Port Elizabeth.

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 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 18th day of January 1995.

Brown Braude & Vlok, Plaintiff's Attorneys, Hancocks House, 317 Cape Road, Newton Park, Port Elizabeth. (Ref. D. C. Baldie/ah.)

Case 8079/94

IN THE SUPREME COURT OF SOUTH AFRICA
(Cape of Good Hope Provincial Division)

In the matter between **Syfrets Mortgage Nominees Limited**, Plaintiff, and **Palmhurst Investments (Proprietary) Limited**, Defendant

In execution of a judgment in the Supreme Court of South Africa (Cape of Good Hope Provincial Division), in the above-mentioned suit, a sale without reserve will be held at Blossom Street, Wellington, Cape, on Wednesday, 8 March 1995 at 10:00, of the undermentioned property of the Defendant on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection, prior to the sale, at the offices of the Sheriff at Church Street, Wellington, Cape:

Erf 4702, Wellington, in the Municipality of Wellington, Division Paarl, in extent 634 square metres, held by Deed of Transfer T1267/84.

The following information is furnished concerning the improvements to the property, though in this respect nothing is guaranteed.

Double storey brick and mortar building under corrugated asbestos roof, the ground floor consisting of Wamakersvallei Post Office plus four shops and the first floor consisting of two flats, three offices and a hairdressing salon.

Terms: 10% (ten per centum) of the purchase price of the property, together with the Sheriff's commission must be paid in cash immediately after the sale. The balance payable against registration of transfer is to be secured by a bank or building society or other acceptable guarantee to be furnished within twenty-one (21) days after the date of sale.

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

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

C. K. Friedlander Shandling & Volks, Attorneys for Plaintiff, Eighth Floor, Greenmarket Place, 54 Shortmarket Street, Cape Town. (Tel. 23-6120.) (Ref. J. R. Volks/MCS/04-1698.)

Case 24923/94

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, Judgment Creditor, and **Francois Marais Rossouw**, Judgment Debtor

In pursuance of a judgment granted on 2 November 1994, in the Cape Town, Magistrate's Court, the following property will be sold to the highest bidder, on 9 March 1995 at 09:30, at Cape Town Court-house:

Description: Erf 3019, Montague Gardens in the Municipality of Milnerton, Cape Division, in extent two hundred (200) square metres, held by Deed of Transfer 34718/92.

Postal address: 18 Green Way, Milnerton.

Improvements: Dwelling: Three bedrooms, kitchen, lounge, bathroom and garage (not guaranteed).

1. The full and complete conditions of sale will be read immediately before the sale and will lie for inspection at the office of the auctioneer.

2. *Payment:* 10% (ten per centum) of the purchase price on the day of the sale and the balance together with interest calculated on Plaintiff's claim at the rate of 15,25% (fifteen comma two five per centum) from the date of sale to date of registration of transfer against transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

Dated at Parow this 19th day of January 1995.

Van Niekerk H. C., for Van Niekerk Groenewoud & Van Zyl, Plaintiff's Attorneys, 101 Parow Chambers, 121 Voortrekker Road, Parow, 7500; P.O. Box 713, Parow, 7500. [Tel. (021) 92-6017.] (Ref. Z59505/HVN/Mrs Wolmarans.)

Case 1727/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF SOMERSET WEST HELD AT SOMERSET WEST

In the matter between **ABSA Bank Limited**, trading as United Bank, Judgment Creditor, and **Adrie de Ridder**, First Judgment Debtor, and **Theunis Jacobus Botha de Ridder**, Second Judgment Debtor

In pursuance of a judgment granted on 18 July 1994, in the Somerset West, Magistrate's Court, the following property will be sold to the highest bidder, on 28 February 1995 at 11:00, at 4 Uitgift Street, Morningside, Somerset West:

Description: Erf 4151, Somerset West, in the Municipality of Somerset West, in the Administrative District of Stellenbosch, situated at 4 Uitgift Street, Morningside, in extent one thousand and twenty-four (1 024) square metres, held by Deed of Transfer 83151/93.

Postal address: 4 Uitgift Street, Morningside.

Improvements: Dwelling: Lounge, dining-room, kitchen, three bedrooms, bathroom/shower, bathroom, staffroom, two garages and toilet/shower (not guaranteed).

1. The full and complete conditions of sale will be read immediately before the sale and will lie for inspection at the office of the auctioneer.

2. *Payment:* 10% (ten per centum) of the purchase price on the day of the sale and the balance together with interest calculated on Plaintiff's claim at the rate of 16% (sixteen per centum) from the date of sale to date of registration of transfer against transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

Dated at Parow this 19th day of January 1995.

Van Niekerk H. C., for Van Niekerk Groenewoud & Van Zyl, Plaintiff's Attorneys, 101 Parow Chambers, 121 Voortrekker Road, Parow, 7500; P.O. Box 713, Parow, 7500. [Tel. (021) 92-6017.] (Ref. Z57155/HVN/Mrs Wolmarans.)

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

In the matter between **ABSA Bank Limited**, trading as United Bank, Judgment Creditor, and **Hester Aletta Oosthuizen**, Judgment Debtor

In pursuance of a judgment granted on 2 December 1994, in the Kuils River, Magistrate's Court, the following property will be sold to the highest bidder, on 28 February 1995 at 09:00, at Kuils River Court-house:

Description: Erf 1953, Kuils River in the Municipality of Kuils River, Stellenbosch Division, in extent one thousand two hundred and fourteen (1 214) square metres, held by Deed of Transfer 44740/92.

Postal address: 2 Gebhardt Street, Kuils River.

Improvements: Dwelling: Three bedrooms, two bathrooms, kitchen, lounge, TV-room and double garage (not guaranteed).

1. The full and complete conditions of sale will be read immediately before the sale and will lie for inspection at the offices of the auctioneer.

2. *Payment:* 10% (ten per centum) of the purchase price on the day of the sale and the balance together with interest calculated on Plaintiff's claim at the rate of 15,25% (fifteen comma two five per centum) from the date of sale to date of registration of transfer against transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

Dated at Parow this 3rd day of February 1995.

Van Niekerk H. C., for Van Niekerk Groenewoud & Van Zyl, Plaintiff's Attorneys, 101 Parow Chambers, 121 Voortrekker Road, Parow, 7500; P.O. Box 713, Parow, 7500. [Tel. (021) 92-6017.] (Ref. Z59809/HVN/Mrs Wolmarans.)

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

ABSA Bank Limited, trading as Allied Bank, *versus* **Jeannemarie Alice Rautenbach**

The following property will be sold in execution at the site of the property, 34 Lower Wrench Road, Observatory, Western Cape, on Thursday, 9 March 1995 at 10:30, to the highest bidder:

Remainder Erf 26723, Cape Town, at Observatory, in extent 179 square metres, held by T79483/1993, situated at 34 Lower Wrench Road, Observatory, Western Cape.

1. The following improvements are reported but not guaranteed: Dwelling: Entrance, lounge, study, kitchen, pantry, three bedrooms, bathroom and 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 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. D4A0061/104246/gl.)

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

ABSA Bank Limited, trading as United Bank, *versus* **Theunis Johannes Cloete and Annamarie Cloete**

The following property will be sold in execution at the site of the property, 83 18th Avenue, Boston, Bellville, Western Cape, on Tuesday, 7 March 1995 at 11:00, to the highest bidder:

Erf 8716, Bellville, in extent 496 square metres, held by T38091/1992, situated at 83 18th Avenue, Boston, Bellville, Western Cape.

1. The following improvements are reported but not guaranteed: Dwelling: Lounge/dining-room, kitchen, two bedrooms, bathroom, toilet, single garage, servant's room 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 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. 4U120754/gl.)

Case 9051/92

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

ABSA Bank Limited, trading as United Bank Limited, *versus* **Leslie Peters and Virginia Jennifer Peters**

The following property will be sold in execution to the highest bidder at a public auction to be held in front of the Court-house for the District of Goodwood on Tuesday, 28 February 1995 at 12:00:

Erf 361, Matroosfontein, in the Local Area of Matroosfontein, in extent 491 (four hundred and ninety-one) square metres, held by Deed of Transfer T64952/91, and situated at 22 Aaron Way, Matroosfontein, 7490.

Conditions of sale:

1. The full conditions of sale will be read out immediately prior to the sale and will be available for inspection at the offices of the Sheriff, Goodwood.

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

3. *Payment:* 10% (ten per cent) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the full balance thereof together with interest at the rate of 16,25% (sixteen comma two five per cent) from the date of sale to the date of transfer, against registration of transfer, which amounts are to be secured by an approved bank or building society guarantee to be delivered within 14 days of the date of sale.

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

Dated at Cape Town on this 19th day of January 1995.

G. Visser, for Malan Laàs & Scholtz, Plaintiff's Attorney, 14th Floor, Trust Bank Centre, Adderley Street, Cape Town. [Tel. (021) 419-5880/1/2.] (Ref. GJV/SG W14320.)

Case 18282/93

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

ABSA Bank Limited, trading as United Bank Limited, *versus* **Daniel Johannes October and Maureen October**

The following property will be sold in execution to the highest bidder at a public auction to be held in front of the Court-house for the District of Goodwood on Tuesday, 28 February 1995 at 12:00:

Erf 33811, Goodwood, in the Local Area of Elsie's River, in extent 206 (two hundred and six) square metres, held by Deed of Transfer T46627/93 and situated at 6 Chestnut Way, Parkview Village, Elsie's River, 7490.

Conditions of sale:

1. The full conditions of sale will be read out immediately prior to the sale and will be available for inspection at the offices of the Sheriff, Goodwood.

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

3. *Payment:* 10% (ten per cent) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the full balance thereof together with interest at the rate of 16,25% (sixteen comma two five per cent) from the date of sale to the date of transfer, against registration of transfer, which amounts are to be secured by an approved bank or building society guarantee to be delivered within 14 days of the date of sale.

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

Dated at Cape Town on this 19th day of January 1995.

G. Visser, for Malan Laàs & Scholtz, Plaintiff's Attorney, 14th Floor, Trust Bank Centre, Adderley Street, Cape Town. [Tel. (021) 419-5880/1/2.] (Ref. GJV/SG Z23377.)

Saak 916/94

IN DIE LANDDROSHOF VIR DIE DISTRIK MALMESBURY GEHOU TE MALMESBURY

In die saak tussen **Munisipaliteit Malmesbury**, Eksekusieskuldeiser, en **Tiema Property Enterprises CC**,
Eksekusieskuldenaar

Ten uitvoerlegging van 'n vonnis toegestaan deur bogemelde Agbare Hof op 3 Mei 1994 in bogemelde saak, sal 'n verkoping sonder reserwe deur die Balju, Malmesbury, op 2 Maart 1995 om 10:00, te Papawerstraat 9, Malmesbury, gehou word van die ondergenoemde eiendom van die Eksekusieskuldenaar op die voorwaardes wat deur die afslaer uitgelees sal word ten tye van die verkoping en welke voorwaardes voor die verkoping gelees kan word by die kantoor van die bogemelde Balju:

Sekere Erf 2761, Malmesbury, in die voorstad Malmesbury, registrasieafdeling Kaapstad, groot 656 (seshonderd ses-en-veertig) vierkante meter, ook bekend as Papawerstraat 9, Malmesbury.

Na bewering is die eiendom besigheidspersoneel, maar niks is gewaarborg nie.

Terme: 10% (tien persent) van die koopprys en 5% (vyf persent) afslaaersgelde tot en met R20 000 en daarna 3% (drie persent) met 'n maksimum van R6 000 en 'n minimum van R200 in kontant op die veilingsdag, die balans teen oordrag wat verseker moet word deur 'n bank- of bougenootskap- of ander aanvaarbare waarborg wat aan die Balju gelewer moet word binne 14 (veertien) dae vanaf die datum van die verkoping.

Geteken te Malmesbury op hierdie 20ste dag van Januarie 1995.

Pierre du Plessis & Mostert, Prokureur vir Eksekusieskuldeiser, Veritasgebou, Piet Retiefstraat 13, Posbus 5, Malmesbury, 7300. [Tel. (0224) 2-1101.]

Case 9840/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

In the matter between **NBS Bank Ltd**, Plaintiff, and **Isgaak Gamiet**, First Defendant, and **Suraya Gamiet**, Second Defendant

Be pleased to take notice that pursuant to a judgment in the above Honourable Court, granted on 31 October 1994, the undermentioned property will be sold in execution at the premises on Monday, 6 March 1995 at 10:00:

Erf 152, Blue Downs, in the Local Area of Blue Downs, Division of Stellenbosch, measuring 360 (three hundred and sixty) square metres, held by Deed of Transfer T58837/87, comprising brick building with tiled roof, lounge, dining-room, three bedrooms, bathroom, toilet, kitchen and garage, and known as 22 Vanguard Road, Tuscany Glen, Blue Downs.

Conditions of sale:

1. The property will be sold to the highest bidder and shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder and to the title deed in so far as these are applicable.

2. *Terms:* The purchase price shall be paid as to 10% (ten per cent) thereof in cash on the signing of the conditions of sale, or otherwise as the auctioneer or Sheriff of the Court may arrange, and the unpaid balance together with interest thereon at the bank's ruling rate of interest from date of signature to date of registration of transfer, which amount is to be secured by an approved bank guarantee to be delivered within 14 (fourteen) days of the sale.

3. The conditions of sale which will be read out by the auctioneer/Sheriff of the Court immediately prior to the sale, may be inspected in his office or at the offices of Plaintiff's attorneys as reflected hereunder.

Dated at Parow this 23rd day of January 1995.

M. Shevel, for Cohen Shevel & Fourie, Plaintiff's Attorneys, 154 Voortrekker Road, Parow.

Case 18629/94

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

In the matter between **NBS Bank Ltd**, Plaintiff, and **Isak Marthinus Havenga**, First Defendant, and **Nicolene Havenga**, Second Defendant

Be pleased to take notice that pursuant to a judgment in the above Honourable Court, granted on 9 September 1994, the undermentioned property will be sold in execution at the premises on Thursday, 2 March 1995 at 10:15:

Erf 1472, Eversdale, in the Municipality of Bellville, Cape Division, measuring 850 (eight hundred and fifty) square metres, held by Deed of Transfer T14923/94, comprising lounge, dining-room, three bedrooms, study, two bathrooms, kitchen, wash-room, double garage and swimming-pool, and known as 18 Montague Street, Stellenryk.

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 23rd day of January 1995.

M. Shevel, for Cohen Shevel & Fourie, Plaintiff's Attorneys, 154 Voortrekker Road, Parow.

Case 9551/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

In the matter between **ABSA Bank Limited**, trading as United Bank, Plaintiff, and **Patrick Anthony Noel Daniels** and **Gertruida Daniels**, Defendants

The following property will be sold in execution, voetstoots and without reserve, to the highest bidder at the Magistrate's Court, Kuils River, on 7 March 1995 at 09:00:

Erf 3597, Eerste River, situated in the Local Area of Blue Downs, Division of Stellenbosch, in extent 325 square metres, also known as 14 Bauhinia Close, Beverley Park, Eerste River.

Conditions:

1. The following information is furnished, but not guaranteed: Brick dwelling under tiled roof with kitchen, lounge, bathroom/toilet and two bedrooms.

2. *Payment:* Ten per cent (10%) of the purchase price must be paid in cash or by deposit-taking institution guaranteed cheque at the time of the sale and the balance, together with interest thereon at the ruling bank rate calculated on the Judgment Creditor's claim from date of sale to date of transfer, against registration of transfer, which amounts are to be secured by approved guarantee of a deposit-taking institution to be delivered within 14 days of the sale.

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

4. *Conditions:* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Dated at Cape Town this 24th day of January 1995.

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

Case 11771/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

In the matter between **ABSA Bank Limited** (Allied Bank Division), Execution Creditor, and **Berenise Veronica Williams**, Execution Debtor

In terms of a judgment granted by the Magistrate's Court for the District of Kuils River dated 26 October 1992, and a warrant of execution issued, the undermentioned property will be sold voetstoots and without reserve in execution by public auction held in front of the Court-house at Kuils River, to the highest bidder on 28 February 1995 at 09:00:

Erf 313, Gaylee, in the Local Area of Blue Downs, Stellenbosch Division, in extent 818 (eight hundred and eighteen) square metres.

Street address: 1 Rowena Street, Blackheath.

Conditions of sale:

(1) The property will be sold in execution without reserve and voetstoots to the highest bidder by public auction and subject to the provisions and conditions of the Magistrates' Courts Act, No. 32 of 1944, as amended, and the rules applicable thereto and also the servitudes and conditions attaching to the property contained in the relevant title deeds.

(2) The following information is furnished but not guaranteed:

Three bedrooms, lounge, kitchen, one and a half bathroom, outer building, double garage, bathroom and two rooms.

(3) The full and complete conditions of sale will be announced by the Sheriff of the Magistrate's Court or auctioneer immediately before the sale and will lie for inspection at the offices of the Sheriff of the Magistrate's Court, 29 Northumberland Street, Bellville.

(4) Payment shall be effected as follows:

Ten per cent (10%) of the purchase price on the day of the sale and the balance together with interest thereon at the rate of 16,25% (sixteen comma two five per cent) from the date of sale to date of registration of transfer against transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

Dated at Bellville on this 23rd day of January 1995.

Buchanan Boyes, Attorneys for Execution Creditor, Second Floor, Standard Bank Building, Kruskal Avenue, Bellville.

Case 14345/94

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

In the matter between **The Standard Bank of South Africa Limited**, Execution Creditor, and **Carl Leibrandt**, Execution Debtor

In terms of a judgment granted by the Magistrate's Court for the District of Bellville, dated 15 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 10 March 1995 at 10:00:

(a) Section 14 as shown and more fully described on Sectional Plan SS203/83, in the building or buildings known as Larene Hof, situated at Bellville of which section the floor area, according to the said sectional plan is 81 (eighty-one) square metres in extent; and

(b) an undivided share in the common property in the land and building or buildings as shown and more fully described on the said sectional plan apportioned to the mortgaged section in accordance with the participation quota of the mortgaged section.

Street address: Larene Hof 32, 70 Voortrekker Road, Bellville.

Conditions of sale:

(1) The property will be sold in execution without reserve and voetstoots to the highest bidder by public auction and subject to the provisions and conditions of the Magistrates' Courts Act, No. 32 of 1944, as amended, and the rules applicable thereto and also the servitudes and conditions attaching to the property contained in the relevant title deeds.

(2) The following information is furnished but not guaranteed:

Entrance hall, two bedrooms, bathroom, w.c., kitchen and lounge.

(3) The full and complete conditions of sale will be announced by the Sheriff of the Magistrate's Court or auctioneer immediately before the sale and will lie for inspection at the offices of the Sheriff of the Magistrate's Court, 29 Northumberland Street, Bellville.

(4) Payment shall be effected as follows:

Ten per cent (10%) of the purchase price on the day of the sale and the balance together with interest thereon at the prevailing rate of interest from the date of sale to date of registration of transfer against transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

Dated at Bellville on this 23rd day of January 1995.

Buchanan Boyes, Attorneys for Execution Creditor, Second Floor, Standard Bank Building, Kruskal Avenue, Bellville.

Case 8776/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

In the matter between **The Municipality of the City of Cape Town**, Judgment Creditor, and **Mr I. I. Barends**, Judgment Debtor.

The property described hereunder will be sold at the Court-house, Mitchells Plain, Magistrate's Court, Mitchells Plain South, Mitchells Plain, on Monday, 27 March 1995 at 09:00, viz:

Certain piece of land situated at Mitchells Plain, in the Municipality of Cape Town, Cape Division, Erf 1660, measuring 180 square metres, held by the Execution Debtor under Deed of Transfer T32737/1986, dated 20 August 1986, popularly known as 27 Shetland Crescent, Westridge, Mitchells Plain.

The property consists of a single brick building consisting of three bedrooms, toilet/bathroom, kitchen duplex and lounge.

The property will be sold to the highest bidder, voetstoots and without warranty of possession the price being payable either in cash on sale or as to ten per cent (10%) of the price in cash on sale and the balance against transfer plus interest on any unpaid balance at the rate of 17,25% (seventeen comma two five per cent) from the date of sale, such balance to be secured by an approved guarantee for payment thereof within six (6) days of sale.

The buyer shall (a) pay: Auctioneers charges, costs of advertising and all other costs, charges and arrear rates if any, necessary to enable transfer to be given; (b) insure the property against damage by fire; (c) be liable on cancellation in case of default for damages including wasted costs.

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

Fairbridge Arderne & Lawton, Attorneys for Plaintiff, Fourth Floor, Main Tower, Standard Bank Centre, Heerengracht, Cape Town, 8001. (Tel. 21-5120.) (Ref. Mrs Castle/M1784.)

Case 18354/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

In the matter between **The Municipality of the City of Cape Town**, Judgment Creditor, and **Mr A. L. Biko**, Judgment Debtor.

The property described hereunder will be sold at the Court-house, Mitchells Plain, Magistrate's Court, Mitchells Plain South, Mitchells Plain, on Monday, 27 March 1995 at 09:00, viz:

Certain piece of land situated at Mitchells Plain, in the Municipality of Cape Town, Cape Division, Erf 18455, measuring 168 square metres, held by the Execution Debtor under Deed of Transfer T9380/1987, dated 5 March 1987, popularly known as 84 Bloemendal Way, Westridge, Mitchells Plain.

The property consists of a single brick building consisting of three bedrooms, toilet/bathroom, kitchen and lounge.

The property will be sold to the highest bidder, voetstoots and without warranty of possession the price being payable either in cash on sale or as to ten per cent (10%) of the price in cash on sale and the balance against transfer plus interest on any unpaid balance at the rate of 17,25% (seventeen comma two five per cent) from the date of sale, such balance to be secured by an approved guarantee for payment thereof within six (6) days of sale.

The buyer shall (a) pay: Auctioneers charges, costs of advertising and all other costs, charges and arrear rates if any, necessary to enable transfer to be given; (b) insure the property against damage by fire; (c) be liable on cancellation in case of default for damages including wasted costs.

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

Fairbridge Arderne & Lawton, Attorneys for Plaintiff, Fourth Floor, Main Tower, Standard Bank Centre, Heerengracht, Cape Town, 8001. (Tel. 21-5120.) (Ref. Mrs Castle/M1595.)

Case 24936/93

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

In the matter between **First National Bank of S A Limited**, Execution Creditor, and **Vincent Alexander Barnes**, Execution Debtor

In pursuance of a judgment in the Court of the Magistrate of Wynberg and writ of execution dated 5 July 1993, the following property will be sold in execution on Thursday, 2 March 1995, at 14:00, to the highest bidder at 59 Clive Road, Crawford:

Certain Erf 42451, Cape Town, in the Municipality of Cape Town, Cape Division, measuring 495 (four hundred and ninety-five) square metres, held by Deed of Transfer T58070/90, also known as 59 Clive Road, Crawford, consisting of brick walls under tiled roof, lounge, kitchen, three bedrooms, bathroom and w.c.

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 shall be paid in cash at the time of the sale and the full balance thereof together with interest at the current rate of 16% (sixteen per cent) per annum, calculated on the amount of the Judgment Creditor's claim (and in the event of there being any preferent creditor then also the interest payable upon such preferent 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 (fourteen) days of the date of sale.

3. *Conditions:* The full conditions of sale which will be read out by the Sheriff of the Magistrate's Court immediately prior to the sale may be inspected at the office of the Sheriff of the Magistrate's Court, Wynberg.

Dated at Wynberg this 20th day of January 1995.

Buchanan Boyes, Attorney for Execution Creditor, 1 Cornwall Place, Wynberg.

Saak 1080/93

IN DIE LANDDROSHOF VIR DIE DISTRIK VREDENDAL GEHOU TE VREDENDAL

In die saak tussen **First National Bank of S.A. Ltd**, trading as Wesbank, Eksekusieskuldeiser, en **Gert Arendse**, Eksekusieskuldenaars

Die hiernavermelde eiendom sal in eksekusie verkoop word, voetstoots en sonder reserwe, aan die hoogste bieder by die Landdroshof, Vredendal, op 28 Februarie 1995 om 10:00:

Erf 1462, Vredendal, Munisipaliteit van Vredendal, afdeling Van Rhynsdorp, groot 907 (negehonderd en sewe) vierkante meter, gehou kragtens Transportakte 57854/90, ook bekend as Avondstraat 19, Vredendal-Noord.

Voorwaardes:

1. Die volgende inligting word gemeld dog nie gewaarborg nie: Woonhuis met drie slaapkamers.

2. *Betaling:* Tien persent (10%) van die koopprys moet betaal word in kontant of deur middel van 'n bankgewaarborgde tjek op die dag van die veiling en die balans, tesame met rente daarop teen heersende bankkoerse bereken op die Eksekusieskuldeiser se eis vanaf die datum van verkoping tot datum van transport, teen oordrag van die eiendom in die koper se naam welke betaling verseker moet word deur 'n waarborg van 'n goedgekeurde bank of bougenootskap binne veertien (14) dae na die veiling.

3. Die Balju sal van enige bieder vereis om voldoende bewys te lewer van sy vermoë om die bogenoemde deposito te betaal.

4. Die volledige verkoopvoorwaardes sal onmiddellik voor die verkoping gelees word en lê ter insae in die kantoor van die Balju.

Gedateer te Vredendal hierdie 24ste dat van Januarie 1995.

Swanepoel & Swanepoel, Prokureurs vir Eksekusieskuldeiser, Dorpsstraat 3, Vredendal, 8160.

Case 31995/93

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

In the matter between **Volkas Bank**, Plaintiff, and **G. V. Martens**, Defendant

In pursuance of a judgment in the Magistrate's Court, Port Elizabeth, granted on 11 October 1993, and a warrant of execution dated 22 June 1994, the immovable property described hereunder will be sold in execution on 24 February 1995 at 14:15, at the front entrance of the New Law Courts, Main Street, North End, Port Elizabeth:

Description of property: The property is Erf 383, Mount Road Township, Municipality and Division of Port Elizabeth, and situated at 3 Dyason Street, Mount Croix, Port Elizabeth, in extent 1 396 square metres.

Important terms: 10% (ten per cent) of the purchase price as a deposit plus VAT (if applicable) and the Sheriff's charges [5% (five per cent) on the first R20 000 and thereafter 3% (three per cent) of the balance up to a maximum charge of R6 000 with a minimum of R200] are to be paid on the date of sale. The balance of the purchase price, interest and costs to be paid against registration of transfer to be secured by a bank or building society guarantee to be provided to the Plaintiff's attorneys or furnished to the Sheriff, within 21 (twenty-one) days of the date of sale.

The full conditions of sale may be inspected during office hours at the offices of the Sheriff for the Magistrate's Court, Port Elizabeth South.

Dated at Port Elizabeth on this the 25th day of January 1995.

Brown Braude & Vlok, Plaintiff's Attorneys, Hancocks House, 317 Cape Road, Newton Park, Port Elizabeth. (Ref. Mr J. J. Vlok/cva.)

Case 10031/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

In the matter between **ABSA Bank Limited** (Allied Bank Division), Execution Creditor, and **Yusuf Erasmus**, First Execution Debtor and **Veronica Erasmus**, Second Execution Debtor

In terms of a judgment granted by the Magistrate's Court, for the District of Mitchells Plain, dated 15 April 1993 and a warrant of execution issued, the undermentioned property will be sold voetstoots and without reserve in execution by public auction held in front of the Court-house, at Mitchells Plain, to the highest bidder, on 2 March 1995 at 10:00:

Erf 43420, Mitchells Plain, in the municipality of Cape Town, Cape Division, in extent 192 (one hundred and ninety-two) square metres.

Street address: 88 Spitz Way, Strandfontein Village.

Conditions of sale:

1. The property will be sold in execution without reserve and voetstoots to the highest bidder by public auction and subject to the provisions and conditions of the Magistrates' Courts Act, No. 32 of 1944, as amended, and the rules applicable thereto and also the servitudes and conditions attaching to the property contained in the relevant title deeds.

2. The following information is furnished but not guaranteed: Three bedrooms, toilet/bathroom, kitchen and lounge.

3. The full and complete conditions of sale will be announced by the Sheriff of the Magistrate's Court, or auctioneer immediately before the sale and will lie for inspection at the offices of the Sheriff of the Magistrate's Court, 6 Mulberry Mall Shopping Centre, Strandfontein.

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 16,25% (sixteen comma two five per cent) from the date of sale to date of registration of transfer against transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

Dated at Bellville on 25 January 1995.

Buchanan Boyes, Attorneys for Execution Creditor, Second Floor, Standard Bank Building, Kruskal Avenue, Bellville.

Saak 42/94

IN DIE LANDDROSHOF VIR DIE DISTRIK KUILSRIVIER GEHOU TE KUILSRIVIER

In die saak tussen **Drs C. H. Neveling & C. Bredell**, Eisers, en **V. M. de Klerk**, Verweerder

Geliewe kennis te neem dat ingevolge uitspraak van bognoemde Agbare Hof gedateer 23 Februarie 1994, en daaropvolgende lasbrief vir eksekusie die hierna gemelde eiendom op 13 Maart 1995 om 11:30, op die perseel geregteelik verkoop sal word, naamlik:

Erf 2754, Eersterivier, ook bekend as Shayelegweg 28, Silwood Heights, Eersterivier.

En neem verder kennis dat die verkoopvoorwaardes by die kantore van die Balju, Northumberlandweg 29, Bellville, ter insae lê en behels onder andere die volgende:

1. Tien persent (10%) van koopsom op datum van veiling.

2. Balans koopsom, plus rente teen 'n koers van 18% (agtien persent) per jaar teen registrasie van transport.

3. Besit onderhewig aan enige huurkontrak.

Gedateer te Somerset-Wes op 20 Januarie 1995.

Du Plessis & Hofmeyr, St Jamesstraat 36, Somerset-Wes, 7130; Posbus 1915, Somerset-Wes, 7129. (Tel. (024) 51-4124.) (Verw. YCR/NB0032.)

Saak 1482/94

IN DIE HOOGEREGSHOF VAN SUID-AFRIKA
(Noord-Kaapse Afdeling)

In die saak tussen **United Bank**, Eiser, en **Pietet Jacobus de Wit**, Eerste Verweerder, en **Rykje Hester de Wit**, Tweede Verweerderes

In navolging van 'n vonnis gedateer 15 Desember 1994, en 'n lasbrief tot eksekusie teen onroerende goedere, gedateer 5 Januarie 1995, gaan die ondergemelde vaste eiendom in eksekusie per publieke veiling verkoop word aan die hoogste bieder deur die Balju, Hartswater, op Saterdag, 25 Februarie 1995 om 10:00, te die kantore van die Landdros, Hartswater, naamlik:

Sekere Erf 219, Hartswater, geleë in die Hartswater-dorpsuitbreiding 2, in die Munisipaliteit van Hartswater, groot 1 903 (een nege nul drie) vierkante meter, beter bekend as Jan Viljoenstraat 12, Hartswater, bestaande uit 'n woonhuis met ingangsportaal, sitkamer, eetkamer, kombuis, opwas, badkamer met toilet, drie slaapkamers en buitegeboue bestaande uit bediendekwartiere, dubbele motorhuis, stoorkamer, toilet en boorgat.

Verkoopvoorwaardes: Die eiendom word verkoop sonder 'n reserweprys en is 10% (tien persent) van die koopprys betaalbaar in kontant, onmiddellik na die verkoping en die balans van die verkoopprys moet gewaarborg word binne 'n redelike tyd met 'n goedgekeurde bank- of bouverenigingwaarborg.

Verdere verkoopvoorwaardes kan besigtig word te die kantore van die Balju, Hartswater.

Coetzee & Honiball, Prokureurs vir Eiser, Chapelstraat, Kimberley.

Saak 4752/94

IN DIE LANDDROSHOF VIR DIE DISTRIK KUILSRIVIER GEHOU TE KUILSRIVIER

In die saak tussen **Boland Bank Beperk**, Eiser, en **A. R. Pietersen**, Verweerder

Ter uitvoering van 'n vonnis van die bogemelde Hof, gedateer 12 Julie 1994, sal die hiernagenoemde vaste eiendom in eksekusie verkoop word op 28 Februarie 1995 om 11:00, op die perseel te Heathweg 18, Austinville Blackheath, 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 229, Gaylee, in die Plaaslike Gebied, Blue Downs, en Afdeling Stellenbosch, groot 475 (vierhonderd vyf-en-sewentig) vierkante meter, gehou kragtens Transportakte T36062/1986, ook bekend as Heathweg 18, Austinville, Blackheath.

Betaalvoorwaardes: Tien per centum (10%) van die koopprys en afslaaersgelde 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. 948-8326/7.

Gedateer te Bellville hede die 23ste dag van Januarie 1995.

A. H. der Kinderen, vir Bornman & Hayward, Saambougebou, Kruskallaan 14, Bellville (Verw. E. de Waal.)

Case 24740/93

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Jacobus Petrus Cornelius van Deventer**, First Defendant, and **Reinette Lynael van Deventer**, Second Defendant

In the above matter a sale will be held on Thursday, 2 March 1995 at 11:15, at the site of 6 Leipoldt Street, Thalman, Bellville, being Remainder of Erf 6907, Bellville, in the Municipality of Bellville, Division of Cape, measuring 1 982 square metres.

Conditions of sale:

1. The sale is subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, the property being sold voetstoots and as it stands and subject to the conditions of the existing title deed.

2. One-tenth ($\frac{1}{10}$) of the purchase price shall be paid immediately after the property is declared to be sold and the balance of the purchase price together with interest thereon at the 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, bathroom, toilet, kitchen, dining-room, lounge, double garage, servants' quarters and swimming-pool.

4. The complete conditions of sale will be read out at the time of the sale and may be inspected prior thereto at the offices of the Sheriff at Bellville, and at the offices of the undersigned.

Minde Schapiro & Smith, Attorneys for Plaintiff, Park Building, 49 Durban Road, Bellville. (Tel. 948-4761.) (Ref. A. Pepler/lr.)

Saak 22896/94

IN DIE LANDDROSHOF VIR DIE DISTRIK BELLVILLE GEHOU TE BELLVILLE

In die saak tussen **Fidelity Bank Beperk**, Eiser, en **Mark Hersal Abrahams**, Eerste Verweerder, en **Elizabeth Janse**, Tweede Verweerder

In die gemelde saak sal 'n veiling gehou word op Vrydag 3 Maart 1995 om 11:00, op die plek te Saringasingel 76, Belhar:

Erf 21367, Bellville, in die plaaslike gebied Belhar, afdeling Kaap, groot 170 vierkante meter, gehou deur die Verweerders kragtens Transportakte T33064/94 gedateer 18 Mei 1994.

Verkoopvoorwaardes:

1. Die veiling is onderworpe aan die bepalings en voorwaardes van die Wet op Landdroshowe, No. 32 van 1944, en die eiendom word voetstoots verkoop onderworpe aan die voorwaardes van die bestaande titelbewys.

2. Een-tiende ($\frac{1}{10}$) van die koopprys word onmiddellik betaal nadat die eiendom as verkoop verklaar is en die balans van die koopprys tesame rente daarop teen 16,25% (sestien komma twee vyf persent) betaal te word teen registrasie van oordrag wat onverwyld na die veiling gegee en geneem sal word.

3. Die volgende verbeteringe is op die eiendom aangebring (hoewel niks in hierdie opsig gewaarborg word nie): 'n Woonhuis bestaande uit sit-/eetkamer, twee slaapkamers, kombuis, badkamer en toilet.

4. Die volledige veilingvoorwaardes sal ten tye van die veiling voorgelees word en lê voor die tyd ter insae in die kantoor van die Balju van die Landdroshof, Northumberlandstraat 29, Bellville, en in de kantoor van die Balju van die kantoor van die ondergetekende.

Gedateer te Bellville op hierdie 23ste dag van Januarie 1995.

E. L. Conradie, vir Marais Müller, Prokureur vir Vonnisskuldeiser, Sewende Verdieping, Blok B, BSE-sentrum, Voortrekkerweg 89, Bellville. (Tel. 948-4061.)

Case 1206/94

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 **Jeremy Bertram Higgins**, First Defendant, and **Doretta Evelyn Higgins**, Second Defendant

In pursuance of a judgment of the Magistrate's Court of Mitchells Plain, and writ of execution, dated 18 March 1994, the property listed hereunder, and commonly known as 9 Internal Road, Wavecrest, Strandfontein, will be sold in execution in front of the Magistrate's Court, Mitchells Plain on Monday, 27 February 1995 at 09:00, to the highest bidder:

Erf 44252, Mitchells Plain, in the Municipality of Cape Town, Cape Division, in extent 268 square metres.

The following improvements are reported to be on the property, but nothing is guaranteed: Single storey residence built of brick with tiled roof, comprising three bedrooms, lounge, kitchen, bathroom and toilet.

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Magistrate's Court, Mitchells Plain South, 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 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.1643.)

Case 17508/94**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 **Neville Haratius Thomas Rossouw**, First Defendant, and **Diane Magdalene Rossouw**, Second 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 5 Romulus Street, Seacrest, Strandfontein, will be sold in execution in front of the Magistrate's Court, Mitchells Plain on Monday, 27 February 1995 at 09:00, to the highest bidder:

Erf 47679 Mitchells Plain, in the Municipality of Cape Town, Cape Division, in extent 309 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, main en-suite 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 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.1801.)

Case 5277/92**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF GOODWOOD HELD AT GOODWOOD**

In the matter between **NBS Bank Limited**, formerly Natal Building Society Limited (Reg. No. 87/01384/06), Plaintiff, and **Johan Carl Berowsky**, First Defendant, and **Margaretha Wilhelmina Berowsky**, Second Defendant

In pursuance of a judgment of the Magistrate's Court of Goodwood, and writ of execution, dated 12 June 1992, the property listed hereunder, and commonly known as 30 Visserhof Street, Bothasig, will be sold in execution at the premises on Tuesday, 28 February 1995 at 11:00, to the highest bidder:

Erf 7763, Milnerton, in the Municipality of Milnerton, Cape Division, in extent 1 005 square metres.

The following improvements are reported to be on the property, but nothing is guaranteed: Single storey residence built of brick with tiled roof, comprising three bedrooms, lounge, kitchen, bathroom and toilet.

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Magistrate's Court, Goodwood, Epping Avenue, Elsie's River. A substantial loan can be raised for an approved purchaser with prior approval.

Dated at Cape Town on this the 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.1122.)

Case 14480/94**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 **Patrick Marion Doniven Dove**, First Defendant, **Yasmee Dove**, Second Defendant, and **Cecilia Anne Peters**, Third Defendant

In pursuance of a judgment of the Magistrate's Court of Mitchells Plain and writ of execution dated 12 October 1994, the property listed hereunder, and commonly known as 12 St Blaze, Wavecrest, Strandfontein, will be sold in execution in front of the Magistrate's Court, Mitchells Plain, on Monday, 27 February 1995 at 09:00, to the highest bidder:

Erf 44316, Mitchells Plain, in the Municipality of Cape Town, Administrative District of Cape, in extent 315 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, 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 4th day of January 1995.

I. Broodryk, for Syfret Godlonton-Fuller Moore Inc., 11th Floor, NBS Waldorf, 80 St George's Mall, Cape Town. (Ref. S Williams/N.1758.)

Case 17276/94

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 **James Andrew Engelbrecht**, Defendant

In pursuance of a judgment of the Magistrate's Court of Mitchells Plain and writ of execution dated 12 October 1994, the property listed hereunder, and commonly known as 7 Padronne Crescent, Wavecrest, Strandfontein, will be sold in execution in front of the Magistrate's Court, Mitchells Plain, on Monday, 27 February 1995 at 09:00, to the highest bidder:

Erf 44363, Mitchells Plain, in the Municipality of Cape Town, Cape Division, in extent 387 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, 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 4th day of January 1995.

I. Broodryk, for Syfret Godlonton-Fuller Moore Inc., 11th Floor, NBS Waldorf, 80 St George's Mall, Cape Town. (Ref. S Williams/N.1479.)

Case 14660/94

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 **John Oliver**, Defendant

In pursuance of a judgment of the Magistrate's Court of Mitchells Plain and writ of execution dated 12 October 1994, the property listed hereunder, and commonly known as 9 Melkhout Street, Eastridge, Mitchells Plain, will be sold in execution in front of the Magistrate's Court, Mitchells Plain, on Monday, 27 February 1995 at 09:00, to the highest bidder:

Erf 34168, Mitchells Plain, in the Municipality of Cape Town, Cape Division, in extent 253 square metres.

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

Single-storey residence built of brick with asbestos 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, 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 4th day of January 1995.

I. Broodryk, for Syfret Godlonton-Fuller Moore Inc., 11th Floor, NBS Waldorf, 80 St George's Mall, Cape Town. (Ref. S Williams/N.1749.)

Case 3983/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF SOMERSET WEST HELD AT SOMERSET WEST

In the matter between **First National Bank of S.A. Ltd**, Plaintiff, and **Marand Investments CC**, CK36/20813/23, Defendant

In terms of a judgment given in the Magistrate's Court at Somerset West on 21 September 1994 and under a warrant of execution issued thereafter, the following immovable properties will be sold collectively in execution on 7 March 1995 at 11:00, at 10 Reservoir Road, Somerset West:

1. Erf 451, Parel Vallei, in the Municipality of Somerset West, Division of Stellenbosch, measuring 2 812 square metres, held by Deed of Transfer T7917/87.

2. Erf 282, a portion of Erf 21, Parel Vallei, in the Municipality of Somerset West, Division of Stellenbosch, measuring 1 734 square metres, held by Deed of Transfer T30877/87.

3. Erf 511, a portion of Erf 281, Parel Vallei, in the Municipality of Somerset West, Division of Stellenbosch, measuring 142 square metres, held by Deed of Transfer T77388/90.

Erf 451, Parel Vallei, is situated at 10 Reservoir Road, Somerset West, and Erven 282 and 511, Parel Vallei, adjoin Erf 451, Parel Vallei.

The said properties will be sold collectively. The said sale will be 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, of Somerset West, and at the offices of the undermentioned:

The material terms of the sale are as follows:

1. The sale is subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, the properties being sold voetstoots as they stand 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 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. The purchaser shall pay 10% (ten per cent) of the purchase price immediately after the sale in cash or by way of bank-guaranteed cheque and will provide a bank or building society guarantee, acceptable to the Judgment Creditor's attorneys, providing for payment, within 14 days of date of the sale, of the balance of the purchase price and interest.

3. The purchaser shall be liable for payment of *inter alia* all arrear rates and penalties and other charges (inclusive of collection commission) in respect of the immovable properties as also payment of interest to the Judgment Creditor and to the bondholder.

4. Without guaranteeing anything, it is alleged that the properties are improved in the following manner:

(a) Erf 451, Parel Vallei, with *inter alia* a large double storey dwelling consisting of *inter alia* main bedroom en-suite, number of bedrooms, living rooms, kitchen, garages, etc. as also a full outside flat, a pool and outside pool/gamesroom.

(b) Erf 282, a portion of Erf 21, Parel Vallei: Vacant erf.

(c) Erf 511 a portion of Erf 281, Parel Vallei: Vacant erf presumably to be used as a panhandle entrance to Erf 282.

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

P. du Toit, for 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.]

Saak 4433/94

IN DIE LANDDROSHOF VIR DIE DISTRIK STELLENBOSCH GEHOU TE STELLENBOSCH

In die saak tussen **ABSA Bank Beperk**, handelende as United Bank Beperk, Eiser, en **J. C. Adams**, Eerste Verweerder, en **E. Adams**, Tweede Verweerder

Die volgende eiendom sal in eksekusie verkoop word op die perseel van die Verweerders te 16 A1 Vineyard Court, Bloekomlaan, Idasvallei, Stellenbosch, op Dinsdag, 4 April 1995 om 10:00, aan die hoogste bieder:

Deel 16, Vineyard Court, 39 vierkante meter, gehou kragtens Geregistreerde Deeltitel ST106/1990 (16) (Eenheid), geleë te A1 Vineyard Court, Bloekomlaan, in die munisipaliteit Stellenbosch.

1. Die volgende verbeteringe word gemeld maar nie gewaarborg nie:

Deel 16, soos aangetoon en meer volledig beskryf op Deelplan SS106/1990 (die deelplan) in die gebou of geboue bekend as Vineyard Court.

2. *Betaling*: 10% (tien per centum) van die koopprys moet ten tyde van die verkoing kontant of per bankgewaarborgde tjek betaal word en die balans [plus rente teen die heersende koers van 15,25% (vyftien comma twee vyf persent) per annum bereken op die Vonniskskuldeiser se vordering vanaf die datum van verkoping tot datum van oordrag] teen registrasie van oordrag, welke bedrae verseker moet word deur 'n goedgekeurde bankwaarborg wat binne 14 dae vanaf die verkoping afgelewer moet word.

3. Die Balju sal van enige bieder vereis om bevredigende bewys te lewer van sy vermoë om gemelde deposito te kan betaal.

4. *Voorwaardes*: Die volledige veilingsvoorwaardes sal onmiddellik voor die veiling deur die Geregsbode voorgelees word en lê ter insae in sy kantoor.

Gedateer te Kaapstad op hierdie 26ste dag van Januarie 1995.

A. F. Brand, vir De Klerk & Van Gend, Eiser se prokureurs, Derde Verdieping, Volkskasgebou, Adderleystraat, Kaapstad. (Verw. AB94147.)

Case 6299/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

In the matter between **The Standard Bank of S.A. Limited**, Execution Creditor, and **Robert William Daniels**, First Execution Debtor, and **Desiree Belinda Daniels**, Second Execution Debtor

In terms of a judgment granted by the Magistrate's Court for the District of Mitchells Plain dated 21 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 Wednesday, 8 March 1995 at 10:00:

Erf 2898, Weltevreden Valley, situated in the Local Area of Weltevreden Valley, Administrative District of the Cape, in extent three hundred and forty-five (345) square metres, held by Deed of Transfer T2819/92.

Street address: 8A Rosewood Drive, Weltevreden Valley, Mitchells Plain, Cape.

Conditions of sale:

(1) The property will be sold in execution without reserve and voetstoots to the highest bidder by public auction and subject to the provisions and conditions of the Magistrates' Courts Act, No. 32 of 1944, as amended and the rules applicable thereto and also the servitudes and conditions attached to the property contained in the relevant title deeds.

(2) The following information is furnished but not guaranteed:

Three bedrooms, kitchen, lounge, dining-room, bathroom and toilet.

(3) The full and complete conditions of sale will be announced by the Sheriff of the Magistrate's Court or auctioneer immediately before the sale and will lie for inspection at the offices of the Sheriff for the Magistrate Court, Mitchells Plain (North).

(4) Payment shall be effected as follows:

Ten per cent (10%) of the purchase price on the day of the sale and the balance, together with interest thereon at the rate of 15,25% (fifteen comma two five per cent) from the date of sale to date of registration of transfer, against registration of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

Dated at Athlone on this 26th day of January 1995.

H. Mohamed & Associates, Attorneys for Execution Creditor, NRB House, 42 Old Klipfontein Road, Athlone. (Ref. Coll/sg15/55413/94.)

Saak 1409/94

IN DIE LANDDROSHOF VIR DIE DISTRIK HERMANUS GEHOU TE HERMANUS

In die saak tussen **Guthrie & Theron**, Eiser, en **Nicolaas J. Kriegler**, Verweerder

Ingevolge 'n vonnis van die Landdroshof te Hermanus en 'n lasbrief vir eksekusie, sal die ondergenoemde vaste eiendom per publieke veiling verkoop word op 3 Maart 1995 om 14:00, te Kerkstraat 414, Gansbaai, op die perseel:

Erf 414, Gansbaai, geleë te Kerkstraat 60, Gansbaai, 7220, groot 694 (seshonderd vier-en-negentig) vierkante meter, gehou kragtens Akte van Transport T39161/90.

Verkoopvoorwaardes:

1. Die veiling is onderhewig aan die bepalings van die Landdroshofwet, Wet No. 32 van 1944, soos gewysig, en die eiendom word voetstoots verkoop aan die hoogste bieder, onderhewig aan die voorwaardes van artikel 66 van die bogenoemde Wet.

2. Tien persent (10%) van die koopprijs van die eiendom moet betaal word in kontant of deur middel van 'n bankgewaarborgde tjek tydens ondertekening van die verkoopvoorwaardes sodra die eiendom as verkoop verklaar word, of soos andersins gereël mag word met die Adjunk-balju en die balans van die koopprijs tesame met die rente daarop bereken teen tien persent (10%) is betaalbaar teen registrasie van transport. Sodanige bedrag moet gewaarborg word deur middel van 'n behoorlike en goedgekeurde bankwaarborg of bouverenigingwaarborg wat gelewer moet word aan Eiser se prokureurs binne 14 dae na die verkoping.

3. Die volledige verkoopvoorwaardes wat deur die Adjunk-balju onmiddellik voor die verkoping uitgelees sal word, kan geïnspekteer word te die Adjunk-balju se kantore.

Gedateer te Hermanus hierdie 23ste dag van Januarie 1995.

Guthrie & Theron, Prokureurs vir Eiser, Hoofweg 77, Hermanus, 7200.

Case 214/94

IN THE SUPREME COURT OF SOUTH AFRICA
(Eastern-Cape Division)

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Zolile Patrick August N.O.**, Defendant

In execution of a judgment granted in the above Court on 13 October 1994, the following property will be sold by public auction at the Magistrate's Court, Fort Beaufort, on Friday, 24 February 1995 at 10:00:

Erf 580, kwaTinidubu, in the Administrative District of Fort Beaufort, measuring 475 square metres, held under Certificate of Registered Grant of Leasehold TL429/1989.

The property is situated at Erf 580, kwaTinidubu, Fort Beaufort, and is a dwelling-house, brick under concrete tiles, consisting of three bedrooms, lounge, kitchen and bathroom.

Conditions of sale:

1. The property will be sold voetstoots to the highest bidder by public auction subject to any servitudes and conditions attaching to the property contained in the relevant title.

2. All municipal and divisional council rates shall be paid in full prior to transfer.

3. The purchaser shall pay a deposit of 10% (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.)

Case 4118/89

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF EAST LONDON HELD AT EAST LONDON

In the matter between **V. C. Beckford**, Plaintiff, and **J. R. Fobian**, Defendant

In pursuance of a judgment of the Court of the Magistrate at East London, and a warrant of execution dated 15 December 1994, the property listed hereunder will be sold in execution on 1 March 1995 at 10:00, 42 Dutton Road, Cambridge, East London, to the highest bidder:

Erf 5077, Municipality and Division of East London, in extent square metres, held under Deed of Transfer T3036/1988, situated at 42 Dutton Road, Cambridge, East London.

Conditions of sale: The property shall be sold to the highest bidder subject to the terms and conditions of sale which are available for inspection at the office of the Sheriff of the Court and the sale shall be subject to the provisions of the Magistrates' Courts Act. The purchase price shall be paid as to a deposit of 10% (ten per cent) on the date of the sale and the balance, together with interest, shall be paid or secured by an approved guarantee within 14 (fourteen) days of the date of the sale.

Dated at East London on this the 24th day of January 1995.

Cooper Conroy Bell & Richards Inc., Plaintiff's Attorneys, Second Floor, Allied Building, 7 Buxton Street, East London. (Ref. Mr Richards/jj/IFB818.)

Saak 6760/94

IN DIE LANDDROSHOF VIR DIE DISTRIK UITENHAGE GEHOU TE UITENHAGE

In die saak tussen **ABSA Bank**, handeldrywende as United Bank Beperk, Eiser, en **G. M. Francke**, Verweerder

Ingevolge 'n vonnis van bogemelde Agbare Hof en 'n lasbrief vir eksekusie gedateer 11 Oktober 1994, sal die ondergemelde eiendom in eksekusie verkoop word deur die Balju op Donderdag, 2 Maart 1995 om 11:00, voor die Landdroskantoor te Durbanstraat, Uitenhage, aan die hoogste bieder:

Erf 9368, in die munisipaliteit Uitenhage, en afdeling Uitenhage, groot 607 vierkante meter (seshonderd en sewe vierkante meter), gehou kragtens Transportakte T32648/1975, geleë te Adamstraat 11, Uitenhage.

Verbeterings: 'n Woonhuis met gebruiklike buitegeboue alhoewel geen waarborg in verband daarmee gegee word nie.

Terme van voorwaardes: Die koopprys sal betaalbaar wees teen 10% (tien persent) daarvan tydens die verkoping plus 4% (vier persent) Balju (afslaers) koste en vir die balans moet 'n aanneembare bank- of bouverenigingwaarborg aan die Balju voorsien word binne veertien (14) dae vanaf datum van die verkoping.

Voorwaardes van verkoping: Volle besonderhede van die verkoopvoorwaardes sal ter insae lê en kan nagegaan word by die kantoor van die Balju, Bairdstraat 4, Uitenhage.

Gedateer te Uitenhage op die 25ste dag van Januarie 1995.

G. P. van Rhyn, Minnaar & Kie., Eerste Verdieping, Rhymingebou, Republiek Plein, Uitenhage. (Verw. CTAM/edj/S05891.)

Case 19808/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT ELIZABETH HELD AT TODD CHAMBERS, TODD STREET, PORT ELIZABETH

In the matter between **Federated Timbers (Pty) Ltd**, Execution Creditor, and **Basil David Leverment**, Execution Debtor

Pursuant to a warrant of execution issued upon a judgment of the above Honourable Court dated 28 July 1994, a public auction sale in execution of the following immovable property will be held at the front entrance of the New Law Courts, North End, Port Elizabeth, on Friday, 3 March 1995 at 14:15:

Erf 6405, Bethelsdorp, in the Municipality and Division of Port Elizabeth, in extent 543 square metres.

It has been reported that the property has been improved by the erection thereon of a dwelling-house but nothing is guaranteed in this respect.

The material conditions of sale are that the auctioneer's commission and ten per cent (10%) of the purchase price will be payable on the date of sale, that the sale will be voetstoots and that the proceeds of the sale will be sufficient to satisfy the claim(s) of existing mortgagee(s). The full conditions of sale may be inspected at the office of the Sheriff of the Magistrate's Court, Port Elizabeth West.

Dated at Port Elizabeth this 23rd day of January 1995.

Aronson Abramowitz & Co., Execution Creditor's Attorneys, Second Floor, Allandor House, 117 Parliament Street, P.O. Box 1267, Port Elizabeth, 6000. (Ref. Mr Abramowitz.)

IN THE MAGISTRATE'S COURT BELLVILLE

ABSA Bank Limited, trading as United Bank versus Cornelia Maria Toet

The following property will be sold in execution at the site of the property, 3 Aristia Close, Platteklouf, Parow, Western Cape, on Tuesday, 7 March 1995 at 12:00, to the highest bidder:

Erf 21348, Parow, in extent 1 241 square metres, held by T7142/1990, situated at 3 Aristia Close, Platteklouf, Parow, Western Cape.

1. The following improvements are reported but not guaranteed:

Dwelling: Entrance, lounge, dining-room, family room, study, kitchen/scullery, four bedrooms, dressing-room, two bathrooms/shower/toilet, servant's room, bathroom/toilet, double garage and two store-rooms and swimming-pool.

2. *Payment:* 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. D1U1307/10498/gl.)

Saak 17315/93

IN DIE LANDDROSHOF VIR DIE DISTRIK WYNBERG GEHOU TE WYNBERG

In die saak tussen **Eerste Nasionale Bank van Suid-Afrika Beperk**, Eiser, en **Ivan McAllister**, Eerste Verweerder en **Cordelia McAllister**, Tweede Verweerder

Ter uitvoering van die vonnis van die Landdroshof, Wynberg, gedateer 18 Januarie 1994, sal die hiernabeskrewe vaste eiendom op Dinsdag, 21 Februarie 1995 om 10:00, by die Wynberg Landdroshof, Erf 31339, Mitchells Plain, ook bekend as Trampolenestraat 83, Beacon Valley, Mitchells Plain, per publieke veiling in eksekusie verkoop word aan die hoogste bieder sonder reserwe.

Erf 31339, Mitchells Plain, in die munisipaliteit Kaapstad, afdeling Kaap, groot 135 (eenhonderd vyf-en-dertig) vierkante meter, gehou kragtens Transportakte T3585/93, beskrywing: Woonhuis.

Verkoopvoorwaardes

1. Die verkoping sal voetstoots geskied onderworpe aan die bepalinge van die Wet op Landdroshof, No. 32 van 1944, soos gewysig, asook die voorwaardes van die titelakte waaronder die eiendom gehou word.

2. Een tiende ($\frac{1}{10}$) van die koopprijs moet by wyse van kontant of bankgewaarborgde tjek betaal word onmiddellik nadat die eiendom verkoop verklaar is, terwyl die balans van die koopprijs tesame met rente daarop teen 16,25% (sestien komma twee vyf persent) of sodanige ander rentekoers as wat deur Verweerder betaalbaar is in terme van Verbandakte B4471/93 vanaf datum van verkoping tot datum van registrasie van oordrag, in kontant betaal moet word teen registrasie van oordrag. Die koper moet voorts binne veertien (14) dae na die verkoping van vonnisskuldeiser voorsien van 'n bank- of bouverenigingwaarborg vir behoorlike nakoming van al sy verpligtinge onder die verkoopvoorwaardes.

3. Die verkoping sal voorts onderworpe wees aan verdere voorwaardes wat ten tye van die verkoping uitgelees sal word welke verdere voorwaardes ter insae lê by die Kantore van die Balju, Wynberg en/of die kantore van Smit Kruger & Potgieter, Eerste Verdiping, Edward II Noordelike ingang, Oakdalestraat, Bellville.

Gedateer te Bellville hierdie 28ste dag van Januarie 1995.

W. Knoetze, Smit Kruger & Potgieter, Eerste Verdiping, Edward II, Noordelike ingang, Oakdalestraat, Bellville; Posbus 2963, Bellville, 7535. (DX 6 Bellville.)

Case 1485/94

IN THE SUPREME COURT OF SOUTH AFRICA
(South-Eastern Cape Local Division)**Nedcor Bank Limited versus Samoo Pillay, Janmisti Pillay**

In pursuance of a judgment dated 26 July 1994, and an attachment, the following immovable property will be sold in the foyer of the A.A. Mutual Building, 15 Rink Street, Central, Port Elizabeth, by public auction, on Friday, 24 February 1995 at 15:00:

Erf 1773, Malabar, Municipality and Division of Port Elizabeth, in extent 405 (four hundred and five) square metres situated at 1 Coode Place, Malabar, Port Elizabeth.

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

A substantial bond is available to an approved purchaser.

The conditions of sale may be inspected at the Sheriff's Office, Fifth Floor, A.A. Mutual Building, Rink Street, Port Elizabeth.

Terms: 10% (ten per cent) on date of sale, the balance, including V.A.T. if applicable, against transfer to be secured by a guarantee approved by Plaintiff's attorneys to be furnished within 21 days of sale. Sheriff's charges (5% on the first R20 000 and thereafter 3% to a maximum of R6 000 with a minimum of R200 plus V.A.T.) are also payable on date of sale.

Dated 26 January 1995.

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

Saak 8206/92

IN DIE LANDDROSHOF VIR DIE DISTRIK UITENHAGE GEHOU TE UITENHAGE

In die saak tussen **Saambou Bank**, Eiser, en **E. A. Brunsdon**, Eerste Verweerder, en **R. Brunsdon**, Tweede Verweerder

Ingevolge 'n vonnis toegestaan in die bogemelde Agbare Hof op 2 Julie 1993 en 'n lasbrief vir eksekusie uitgevoer op 5 Desember 1994, sal die ondervermelde vaste eiendom per openbare veiling verkoop word voor die Landdroskantore, Durbanstraat, Uitenhage, op Donderdag, 2 Maart 1995 om 11:00:

Erf 505, Uitenhage, in die munisipaliteit en afdeling Uitenhage, groot 627 (seshonderd sewe-en-twintig) vierkante meter, gehou kragtens Transportakte T21036/90, geleë te De Wetlaan 5, Uitenhage.

Verbeterings: 'n Woonhuis met gebruiklik buitegeboue alhoewel geen waarborg in verband daarmee gegee word nie.

Terme van voorwaardes: Die koopprys sal betaalbaar wees teen 10% (tien persent) daarvan tydens die verkoping plus 4% (vier persent) Balju- (afslaaers) koste en vir die balans moet 'n aanneembare bank- of bouverenigingwaarborg aan die Balju voorsien word binne veertien (14) dae vanaf datum van die verkoping.

Voorwaardes van verkoping: Volle besonderhede van die verkoopvoorwaardes sal ter insae lê en kan nagegaan word by die kantoor van die Balju, Bairdstraat 4, Uitenhage.

Gedateer te Uitenhage op hierdie 26ste dag van Januarie 1995.

Conradie Pieterse & Kamfer, Prokureurs vir Eiser, Posbus 142, Uitenhage, 6230. (Verw. mev. Conradie/jvj.)

Saak 7565/94

IN DIE LANDDROSHOF VIR DIE DISTRIK KUILSRIVIER GEHOU TE KUILSRIVIER

In die saak tussen **ABSA Bank Beperk**, handeldrywende as United Bank Beperk, Eiser, en **N. Jacobs**, Eerste Verweerder, en **M. Jacobs**, Tweede Verweerder

Die volgende eiendom sal in eksekusie verkoop word voor die Hofgebou, Kuilsrivier op Woensdag, 8 Maart 1995 om 09:00, aan die hoogste bieder:

Erf 2024, Eersterivier, groot 382 vierkante meter, gehou kragtens TL11383/94, geleë te Gabystraat 10, Eersterivier, in die area Blue Downs, Stellenbosch-afdeling.

1. Die volgende verbeteringe word gemeld maar nie gewaarborg nie: Woonhuis: Teëldak, enkelmotorhuis, drie slaapkamers, kombuis, eetkamer, badkamer/toilet.

2. *Betaling:* 10% (tien persent) van die koopprys moet ten tyde van die verkoping kontant of per bankgewaarborgde tjek betaal word en die balans [plus rente teen die heersende koers van 15,25% (vyftien komma twee vyf persent) per annum bereken op die Vonnissskuldeiser se vordering vanaf die datum van verkoping tot datum van oordrag] teen registrasie van oordrag, welke bedrae verseker moet word deur 'n goedgekeurde bankwaarborg wat binne 14 dae vanaf die verkoping afgelewer moet word.

3. Die Balju sal van enige bieder vereis om bevredigende bewys te lewer van sy vermoë om gemelde deposito te kan betaal.

4. *Voorwaardes:* Die volledige veilingvoorwaardes sal onmiddellik voor die veiling deur die Geregsbode voorgelees word en lê ter insae in sy kantoor.

Gedateer te Kaapstad op hierdie 30ste dag van Januarie 1995.

A. F. Brand, vir De Klerk & Van Gend, Eiser se Prokureurs, Derde Verdieping, Volkskasgebou, Adderleystraat, Kaapstad. (Verw. AB94092.)

Case 7020/90

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 Limited, *versus* **Skipper Jacobus Boks**, and **Willemina Boks**

The following property will be sold in execution to the highest bidder at a public auction to be held in front of the Court-house for the District Kuils River, on Tuesday, 28 February 1995 at 09:00:

Erf 3138, Kleinvlei, in the Local Area of Melton Rose, in extent 621 (six hundred and twenty-one) square metres, held by Deed of Transfer T22243/88 and situated at 14 Liguster Street, Melton Rose, Kleinvlei, 7100.

Conditions of sale:

1. The full conditions of sale will be read out immediately prior to the sale and will be available for inspection at the offices of the Sheriff, Bellville.

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

3. *Payment:* 10% (ten per cent) of the purchase price must be paid in cash or by bank guaranteed cheque at the time of the sale and the full balance thereof together with interest at the rate of 16,25% (sixteen comma two five per cent) from the date of sale to the date of transfer, against registration of transfer, which amounts are to be secured by an approved bank or building society guarantee to be delivered within 14 days of the date of sale.

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

Dated at Cape Town on this the 25th day of January 1995.

G. Visser, for Malan Laàs & Scholtz, Plaintiff's Attorney, 14th Floor, Trust Bank Centre, Adderley Street, Cape Town. [Tel. (021) 419-5880/1/2.] (Ref. GJV/SG WU3010.)

Case 9995/94

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 Limited, *versus* **Dennis John Fortune**, and **Angeline Fortune**

The following property will be sold in execution to the highest bidder at a public auction to be held in front of the Court-house for the District of Kuils River, on Tuesday, 28 February 1995 at 09:00:

Erf 3675, Blue Downs, in the Local Area of Blue Downs, in extent 330 (three hundred and thirty) square metres, held by Deed of Transfer T11201/92 and situated at 48 Goldstein Street, Blue Downs, Eerste River, 7100.

Conditions of sale:

1. The full conditions of sale will be read out immediately prior to the sale and will be available for inspection at the offices of the Sheriff, Bellville.
2. The following improvements on the property are reported but nothing is guaranteed: A dwelling comprising lounge, kitchen, two bedrooms, bathroom and w.c.
3. *Payment:* 10% (ten per cent) of the purchase price must be paid in cash or by bank guaranteed cheque at the time of the sale and the full balance thereof together with interest at the rate of 16,25% (sixteen comma two five per cent) from the date of sale to the date of transfer, against registration of transfer, which amounts are to be secured by an approved bank or building society guarantee to be delivered within 14 days of the date of sale.
4. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

Dated at Cape Town on this the 25th day of January 1995.

G. Visser, for Malan Laàs & Scholtz, Plaintiff's Attorney, 14th Floor, Trust Bank Centre, Adderley Street, Cape Town. [Tel. (021) 419-5880/1/2.] (Ref. GJV/SG Z28504.)

Case 11996/94

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 Limited, *versus* **Daniel Brown**

The following property will be sold in execution to the highest bidder at a public auction to be held in front of the Court-house for the District of Kuils River, on Tuesday, 28 February 1995 at 09:00:

Erf 1061, Eerste River, in the Local Area of Blue Downs, in extent 317 (three hundred and seventeen) square metres, held by Deed of Transfer T45366/91 and situated at 16 Coucal Street, Devon Park, Eerste River, 7100.

Conditions of sale:

1. The full conditions of sale will be read out immediately prior to the sale and will be available for inspection at the offices of the Sheriff, Bellville.
2. The following improvements on the property are reported but nothing is guaranteed: A dwelling comprising lounge, kitchen, three bedrooms, bathroom and w.c.
3. *Payment:* 10% (ten per cent) of the purchase price must be paid in cash or by bank guaranteed cheque at the time of the sale and the full balance thereof together with interest at the rate of 16,25% (sixteen comma two five per cent) from the date of sale to the date of transfer, against registration of transfer, which amounts are to be secured by an approved bank or building society guarantee to be delivered within 14 days of the date of sale.
4. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

Dated at Cape Town on this the 25th day of January 1995.

G. Visser, for Malan Laàs & Scholtz, Plaintiff's Attorney, 14th Floor, Trust Bank Centre, Adderley Street, Cape Town. [Tel. (021) 419-5880/1/2.] (Ref. GJV/SG Z29295.)

Saak 14091/93

IN DIE LANDDROSHOF VIR DIE DISTRIK BELLVILLE GEHOU TE BELLVILLE

In die saak tussen **Saambou Bank Beperk**, Eksekusieskuldeiser, en **Steytler Malloy**, Eerste Eksekusieskuldenaar, en **Carol Pauline Malloy**, Tweede Eksekusieskuldenaar

In die gemelde saak sal 'n veiling gehou word op 3 Maart 1995 om 12:00, op die perseel:

Erf 19951, Bellville, in die plaaslike gebied van Belhar, afdeling Kaap, groot 510 vierkante meter, gehou kragtens Transportakte T24113/92, ook bekend as Chestnutweg 61, Belhar.

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 (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 17,25% (sewentien 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 verbetering is op die eiendom aangebring (hoewel niks in hierdie opsig gewaarborg word nie):

Hoofgebou: Baksteengebou met teëldak bestaande uit sitkamer, badkamer, toilet, drie slaapkamers 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, Bellville, en in die kantoor van die ondergetekende.

Gedateer te Kuilsrivier op hierdie 20ste dag van Januarie 1995.

A. J. Marais, vir Marais Müller, Prokureur vir Vonnisskuldeiser, Van Riebeeckweg 66, Kuilsrivier.

Case 3807/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Cape of Good Hope Provincial Division)

In the matter between **Standard Bank of South Africa Limited**, Plaintiff, and **Colin Anthony Felkers**, First Defendant, and **Amelia Frances Felkers**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Cape of Good Hope Provincial Division), in the above-mentioned suit, a sale without reserve will be held at G4 Springfield Terrace, off Roger Street East, Cape Town, on Thursday, 2 March 1995 at 10:30, of the undermentioned property of the Defendants on the conditions which will lie for inspection at the offices of the Sheriff for the Supreme Court, Barrack Street, Cape Town:

A unit consisting of:

(a) Section 4, as shown and more fully described on Sectional Plan SS194/1992, in the scheme known as Springfield Terrace in respect of the land and building or buildings situated at Cape Town in the Municipality of Cape Town of which the floor area, according to the said sectional plan, is 51 (fifty-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 by Deed of Transfer ST13273/92, also known as G4 Springfield Terrace, off Roger Street East, Cape Town (hereinafter referred to as the property).

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

Living-room, dining-room, two bedrooms, bathroom/water closet and kitchen.

Terms:

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

2. Auctioneer's charges, payable on the day of the sale to be calculated as follows:

5% (five per centum) of the proceeds of the sale up to a price of R20 000 (twenty thousand rand) and thereafter 3% (three per centum) up to a maximum fee of R6 000 (six thousand rand), minimum charges R100 (one hundred rand).

Dated at Cape Town this 31st day of January 1995.

Findlay & Tait Inc., Plaintiff's Attorneys, 30 Hout Street, Cape Town. (Ref. G. I. Rushton/40337.)

Case 16223/93
PH 255

IN THE SUPREME COURT OF SOUTH AFRICA

(Cape of Good Hope Provincial Division)

In the matter between **The Standard Bank of South Africa Limited**, Plaintiff, and **Mary Bosman**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Cape of Good Hope Provincial Division) in the above-mentioned suit, a sale without reserve will be held at 18 Ayreshire Street, Montana, on Wednesday, 15 March 1995 at 09:30, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff for the Supreme Court, 29 Northumberland Avenue, Bellville:

Erf 113037, Cape Town, at Cape Flats, in the Municipality of Cape Town, Cape Division, in extent 558 square metres, and situated at 18 Ayreshire Street, Montana.

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

A 160 square metre main dwelling consisting of a lounge/dining-room, kitchen, four bedrooms, bathroom, bathroom with water closet, water closet and a 37 square metre outbuilding consisting of two garages and a laundry.

Terms:

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

2. Auctioneer's charges, payable on the day of sale to be calculated as follows:

5% (five per centum) on the proceeds of the sale up to a price of R20 000 (twenty thousand rand) and thereafter 3% (three per centum) up to a maximum fee of R6 000 (six thousand rand), minimum charges R200 (two hundred rand).

Dated at Montague Gardens this 26th day of January 1995.

W. D. Inglis, for William Inglis, Plaintiff's Attorneys, 17 Marconi Road, Montague Gardens. [Tel. (021) 52-5138.] (Ref. W. D. Inglis/cs/S1553/4018.)

**Case 9966/94
PH 255**

**IN THE SUPREME COURT OF SOUTH AFRICA
(Cape of Good Hope Provincial Division)**

In the matter between **The Standard Bank of South Africa Limited**, Plaintiff, and **Sulaiman Amod Bhabha**, First Defendant, and **Kamilla Bhabha**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Cape of Good Hope Provincial division) in the above-mentioned suit, a sale without reserve will be held at 20A Springfield Terrace, Roger East Road, Cape Town, on Thursday, 9 March 1995 at 12:30, of the undermentioned property of the Defendants on the conditions which will lie for inspection at the offices of the Sheriff for the Supreme Court, Mandatum House, Barrack Street, Cape Town:

(a) Section 20, as shown and more fully described on Sectional Plan SS192/1992, in the scheme known as Springfield Terrace A in respect of the land and building or buildings situated at Cape Town in the Municipality of Cape Town of which the floor area, according to the said sectional plan, is 33 (thirty-three) square metres in extent; and

(b) an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan, and situated at 20A Springfield Terrace, Roger East Road, Cape Town.

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

A 33 square metre main dwelling consisting of a living room, kitchen, bedroom and bathroom with water closet.

Terms:

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

2. Auctioneer's charges, payable on the day of sale to be calculated as follows:

5% (five per centum) on the proceeds of the sale up to a price of R20 000 (twenty thousand rand) and thereafter 3% (three per centum) up to a maximum fee of R6 000 (six thousand rand), minimum charges R200 (two hundred rand).

Dated at Montague Gardens this 30th day of January 1995.

W. D. Inglis, for William Inglis, Plaintiff's Attorneys, 17 Marconi Road, Montague Gardens. [Tel. (021) 52-5138.] (Ref. W. D. Inglis/cs/S1835/4593.)

Case 1404/94

**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT ELIZABETH HELD AT TODD CHAMBERS, TODD STREET,
PORT ELIZABETH**

In the matter between **United Bank**, a Division of ABSA Bank Limited, Plaintiff, and **Nello van de Vyver Jansen**, First Defendant, and **Mariette Jansen**, Second Defendant

In pursuance of a judgment of the Magistrate's Court of Port Elizabeth, dated 8 April 1992, and the warrant of execution dated 8 April 1992, the following property will be sold 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 Portion 60, portion of Portion 34, of the farm Gedults River 411, in the Division of Uitenhage, in extent 6,2132 (six comma two one three two) square metres, situated at 60 Marsellaise Road, Gedultsriver, Port Elizabeth, held under Deed of Transfer T49446/84.

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

A dwelling-house consisting of lounge, kitchen, family room, dining-room, four bedrooms, bathroom, separate w.c. and en suite (bath/shower/w.c.) and triple garage.

A substantial building society bond can be arranged for an approved purchaser.

The full conditions of sale may be inspected prior to the date of sale at the offices of the Sheriff for the Magistrate's Court, Port Elizabeth South.

Dated at Port Elizabeth this 19th day of January 1995.

I. Katz, for Burman Katz, Plaintiff's Attorneys, Park Chambers, 102 Park Drive, Port Elizabeth, 6001. (Ref. I. Katz/ms UBX420.)

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

In the matter between **Malan Las & Scholtz, versus Basil Theodore Fester, and Jacoba Issabella Fester**

The following property will be sold in execution to the highest bidder at a public auction to be held at the site of the property, 11 Imhoff Avenue, Table View, 7441, on Tuesday, 28 February 1995 at 14:00:

Erf 5035, Milnerton, in the Municipality of Milnerton, in extent 1 004 (one thousand and four) square metres, held by Deed of Transfer T58379/93 and situated at 11 Imhoff Avenue, Table View, 7441.

Conditions of sale:

1. The full conditions of sale will be read out immediately prior to the sale and will be available for inspection at the offices of the Sheriff, Cape Town.

2. The following improvements on the property are reported but not guaranteed: A dwelling comprising a lounge, dining-room, kitchen, pantry, family room, four bedrooms, two bathrooms and double garage.

3. *Payment:* 10% (ten per centum) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the full balance thereof together with interest at the rate of 15,50% (fifteen comma five per centum) from the date of sale to the date of transfer, against registration of transfer, which amounts are to be secured by an approved bank or building society guarantee to be delivered within 14 days of the date of sale.

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

Dated at Cape Town on 26 January 1995.

G. Visser, for Malan Laas & Scholtz, Plaintiff's Attorney, 14th Floor, Trust Bank Centre, Adderley Street, Cape Town. [Tel. (021) 419-5880/1/2.] (Ref. GJV/SG W25095.)

Saak 32658/94

IN DIE LANDDROSHOF VIR DIE DISTRIK PORT ELIZABETH GEHOU TE TODDKAMERS, TODDSTRAAT, PORT ELIZABETH

In die saak tussen **Saambou Bank Beperk, Eiser, en Estelene May Peters, Verweerder**

Ter uitvoering van 'n vonnis van die bogemelde Agbare Hof gedateer 4 November 1994, sal die hiernabeskrewe vaste eiendom in eksekusie verkoop word op 3 Maart 1995 om 14:15, by die Nuwe Geregshowe, Noordeinde, Port Elizabeth, aan die hoogste bieder, onderhewig aan die volgende voorwaardes en sodanige verdere voorwaardes as wat deur die Afslaer/Balju by die veiling uitgelees sal word:

Erf 4612, Gelvandale, in die Munisipaliteit en Afdeling van Port Elizabeth, groot 192 vierkante meter, gehou kragtens Transportakte T60939/92, ook bekend as Reneckestraat 87, Gelvandale, Port Elizabeth.

Die volgende inligting word verstrek, maar niks word gewaarborg nie: Die eiendom is verbeter deur die oprigting van 'n woonhuis bestaande uit twee slaapkamers, badkamer, kombuis en sit-/eetkamer.

Die eiendom kan inspekteer word in oorleg met die Balju van die Landdroshof, Port Elizabeth-Wes. (Tel. 54-4330.)

Betaalvoorwaardes: Tien persent (10%) van die koopprys moet onmiddellik na die veiling tesame met die Afslaers- en/of Baljukommissie betaal word. Die balans-koopprys is betaalbaar teen oordrag en moet verseker word deur 'n waarborg goedgekeur deur die Eiser se prokureur en wat aan hom binne veertien (14) dae na die verkoping verskaf moet word.

Verkoopvoorwaardes: Die volledige verkoopvoorwaardes lê ter insae by die Balju van die Landdroshof, Port Elizabeth-Wes. (Tel. 54-4330.)

Datum: 10 Februarie 1995.

Greyvensteins Ing., St Georgehuis, Parkrylaan 104, Port Elizabeth. (Verw. H. le Roux/sh/Z23840.)

Case 178/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

In the matter between **First National Bank of S.A. Ltd, trading as Wesbank, Plaintiff, and St Elmo Edwin Coetzee, Defendant**

In pursuance of a judgment in the Court of the Magistrate of Kuils River, on 16 February 1993 and a warrant of execution the following will be sold in execution on 6 March 1995 at 09:15, at the property attached being Erf 2170, Kleinvlei, at 18 Apollo Street, Kleinvlei, to the highest bidder, the property being more fully described as:

Erf 2170, Kleinvlei, in the Local Area of Melton Rose, Division of Stellenbosch, measuring 452 (four hundred and fifty-two) square metres, situated at 18 Apollo Street, Kleinvlei, described as a dwelling consisting of two bedrooms, lounge, kitchen, bathroom and toilet.

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 thereunder and of the title deeds in so far as these are applicable.

2. *Terms:* The purchase price shall be paid as to ten per centum (10%) thereof in cash shall be paid as to ten per centum (10%) thereof in cash upon signature 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 ruling rate of interest on the balance of the purchase price from date of sale to date of registration of transfer, against registration of transfer, which amount is to be secured by approved banker's or building society guarantee to be delivered within fourteen (14) days of the 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 offices of the Sheriff of the Magistrate's Court, Simon's Town.

Dated at Cape Town this 26th day of January 1995.

Schneider Galloonreef & Co., Attorneys for Plaintiff, 34 St George's Street, Cape Town. (Ref. DSR/nb BB 2152.)

Saak 42719/93

IN DIE LANDDROSHOF VIR DIE DISTRIK PORT ELIZABETH GEHOU TE TODDKAMERS, TODDSTRAAT,
PORT ELIZABETH

In die saak tussen **Saambou Bank Beperk**, Eiser, en **Benitus David Snyman**, Eerste Verweerder, en **Dulcie Annie Maria Snyman**, Tweede Verweerder

Ter uitvoering van 'n vonnis van die bogemelde Agbare Hof gedateer 28 Januarie 1994, sal die hiernabeskrewe vaste eiendom in eksekusie verkoop word op 3 Maart 1995 om 14:15, by die Nuwe Geregshoue, Noordeinde, Port Elizabeth, aan die hoogste bieder, onderhewig aan die volgende voorwaardes en sodanige verdere voorwaardes as wat deur die afslaer/Balju by die veiling uitgelees sal word:

Erf 4778, Gelvandale, in die munisipaliteit en afdeling Port Elizabeth, groot 219 vierkante meter, gehou kragtens Transportakte T35954/93, ook bekend as Anitrylaan 118, Gelvandale-uitbreiding 12, Port Elizabeth.

Die volgende inligting word verstrek, maar niks word gewaarborg nie:

Die eiendom is verbeter deur die oprigting van 'n woonhuis bestaande uit drie slaapkamers, sitkamer, kombuis en badkamer.

Die eiendom kan inspekteer word in ooreenstemming met die Balju van die Landdroshof, Port Elizabeth-Wes. (Tel. 54-4330.)

Betaalvoorwaardes: Tien persent (10%) van die koopprijs moet onmiddellik na die veiling tesame met die afslaaers- en/of Balju-kommissie betaal word. Die balans-koopprijs is betaalbaar teen oordrag en moet verseker word deur 'n waarborg goedgekeur deur die Eiser se prokureur en wat aan hom binne veertien (14) dae na die verkoping verskaf moet word.

Verkoopvoorwaardes: Die volledige verkoopvoorwaardes lê ter insae by die Balju van die Landdroshof, Port Elizabeth-Wes. (Tel. 54-4330.)

Datum: 10 Februarie 1995.

Greyvensteins Ing., St Georgehuis, Parkrylaan 104, Port Elizabeth. (Verw. H. le Roux/sh/Z18311.)

Case 9549/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Petrus Gerhardus Botha van der Merwe**, Defendant

In the above matter a sale will be held on Thursday, 2 March 1995 at 12:15, at the site of 26 Duvorak Street, Brackenfell, being Erf 10769, Brackenfell, in the Municipality of Brackenfell, Division of Stellenbosch, measuring 260 square metres.

Conditions of sale:

1. The sale is subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, the property being sold voetstoots and as it stands and subject to the conditions of the existing title deed.

2. One-tenth ($\frac{1}{10}$) of the purchase price shall be paid immediately after the property is declared to be sold and the balance of the purchase price together with interest thereon at the 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 tiled roof dwelling comprising three bedrooms, lounge/dining-room, kitchen, bathroom and 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 Bellville and at the offices of the undersigned.

Minde Schapiro & Smith, Attorneys for Plaintiff, Park Building, 49 Durban Road, Bellville. (Tel. 948-4761.) (Ref. A. Pepler/ir.)

Saak 1248/93

IN DIE LANDDROSHOF VIR DIE DISTRIK HUMANSDORP GEHOU TE HUMANSDORP

In die saak tussen **Guzman Tobacconist**, Eiser, en **mnr. D. H. Olivier**, Verweerder

Ter uitvoering van 'n vonnis van die Landdroshof te Humansdorp, in die bovermelde saak, sal 'n verkoping van die ondergemelde eiendomme by die Balju vir die Landdroshof se kantoor, Hoofstraat 3, Humansdorp, gehou word op Vrydag, 3 Maart 1995 om 10:30, voormiddag, naamlik:

Erf 3884, Jeffreysbaai, en geleë te Kameeldoringstraat 8, Wavecrest, Jeffreysbaai, groot 600 vierkante meter.

Verbeterings: Leë erf.

Die veilingvoorwaardes sal voor aanvang van die veiling gelees word en lê ter insae by die kantoor van die Balju vir die Landdroshof.

Terme: 10% (tien persent) van die koopprijs en 4% (vier persent) afslaaerskoste in kontant op dag van die veiling en die balans is betaalbaar op registrasie van transport in die naam van die koper en moet deur 'n bank, bougenootskap of ander aanneembare garansie gewaarborg word aan die Balju vir die Landdroshof binne 21 (een-en-twintig) dae vanaf datum van veiling.

Gedateer te Humansdorp hierdie 31ste dag van Januarie 1995.

Nel Muller Mentz Ing., Prokureur vir Eiser, Bureaustraat 14, Humansdorp.

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

In the matter between **Ms Zelda Gordon**, Plaintiff, and **Mr D. A. Flanders**, Defendant

In pursuance of a judgment in the Magistrate's Court for the District of Cape Town, and a writ of execution against immovable property issued in respect of such judgment, the following properties will be sold in execution, at 39 Carrington Avenue, Athlone:

1. 39 Carrington Avenue, Athlone, being Erf 33551, Cape Town at Athlone, in the Municipality of Cape Town, Cape Division, in extent 352 square metres, held by Deeds of Transfer T11287/1986, T34592/1992, also known as 39 and 41 Carrington Avenue, Athlone and/or Erf 149772 and 149467, Athlone.

2. 31 Lascelles Road, Crawford, being Erf 41643, Cape Town at Crawford, in the Municipality of Cape Town, in extent 430 square metres, held by Deed of Transfer T17528/1963, on Thursday, 23 February 1995 at 14:00.

1. The sale shall be subject to the terms and conditions to the Magistrates' Courts Act and 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:** The purchase price payable by the purchaser for the property shall be payable in the following manner:

2.1 Ten per centum (10%) of the purchase price shall be paid in cash or by means of a bank society guarantee cheque at the time of the sale to the Sheriff with interest at the rate of 28% (twenty eight per centum) per annum calculated on the full outstanding balance of the Plaintiff's claim for each month or part thereof from the date of sale to the date of registration or transfer, which amounts are to be secured by an approved bank or building society guarantee to be delivered to the Plaintiff's conveyancers within 14 (fourteen) days of the date of the sale.

3. **Conditions:** The full conditions of sale which will be read out by the Sheriff immediately prior to the sale may be inspected at his office.

Dated at Lansdowne on this 2nd day of February 1995.

C. Martins, for Zelda Gordon & Associates, Plaintiff's Attorneys, 574 Lansdowne Road, Lansdowne. (Ref. ZGF1 CM/jda.)

Saak 94/94

IN DIE LANDDROSHOF VIR DIE DISTRIK HUMANSDORP GEHOU TE HUMANSDORP

In die saak tussen **Eerste Nasionale Bank**, Eiser, en **C. F. Kotze**, Verweerder

Kragtens 'n bevel in die Landdroshof, Humansdorp, en 'n lasbrief tot eksekusie gedateer 23 Mei 1994, sal die ondergelyste eiendom op, 17 Februarie 1995 om 10:30, voor die kantoor van die Balju vir die Landdroshof, Humansdorp, in eksekusie verkoop word:

Erf 30, Astonbaai, Woodpeckersingel 90, Astonbaai, geleë in die Oorgangsraad van Jeffreysbaai, afdeling Humansdorp, groot 535 (vyf honderd vyf-en-dertig) vierkante meter.

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

2. Die koopprys sal betaalbaar wees teen 'n deposito van 10% (tien per centum) op die datum van verkoping en die uitstaande balans, tesame met rente daarop teen heersende bougenootskapleningskoerse vanaf die datum van verkoping tot datum van betaling daarvan, sal betaal word of gewaarborg word deur middel van 'n bank- of bouverenigingwaarborg binne dertig (30) dae na datum van verkoping.

3. Die volgende verbeterings is op die eiendom aangebring, hoewel geen waarborg in die verband hiermee gegee word nie: 'n Woonhuis met vyf slaapkamers, twee badkamers, sit-/eetkamer, toegeboorte agterstoep en buitegeboue.

Die verkoopvoorwaardes sal voor die aanvang van die verkoping voorgelees word en sal by die kantoor van die Balju vir die Landdroshof, Hoofstraat 3, Humansdorp, ter insae lê.

E. P. Blignault, vir Blignault & Vennote, Prokureur vir Eiser, p.a. Trevor Wait & Vennote, Tredalux-gebou, Du Plessisstraat, Humansdorp. Posadres: Posbus 1500, Jeffreysbaai, 6330. (Verw. EPB/eg/EB0009.)

Case 1396/93

IN THE SUPREME COURT OF SOUTH AFRICA
(Northern Cape Division)In the matter between **The Standard Bank of S.A. Ltd**, Plaintiff, and **Boikie Thomas Lekopa**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Northern Cape Division) in the above-mentioned suit, a sale without reserve will be held in front of the Magistrate's Court, Kimberley, Knight Street, Kimberley on Thursday, 2 March 1995 at 10:00, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the office of the Deputy Sheriff, Woodley Street, Kimberley, prior to the sale:

Certain Erf 527, Ipopeng, situated in the Township of Ipopeng, in the Municipality of Galeshewe, and Administrative District of Kimberley, measuring 380 square metres, held by Deed of Transfer TL200/1991, also known as 527 Lillian Matsane Lane, Galeshewe, Kimberley.

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

Residential property with outbuildings.

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

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

Dated at Kimberley on this 1st day of February 1994.

Haarhoffs, Plaintiff's Attorneys, NBS Building, 60/64 Jones Street, Kimberley.

Saak 3690/94

IN DIE LANDDROSHOF VIR DIE DISTRIK UITENHAGE GEHOU TE UITENHAGE

In die saak tussen **ABSA Bank**, handeldrywende as Trustbank, Eiser, en **mnr. Jan George Senekal**, Verweerder

Ingevolge 'n vonnis van bogemelde Agbare Hof en 'n lasbrief vir eksekusie gedateer 1 Augustus 1994 sal die ondergemelde eiendom in eksekusie verkoop word deur die Balju op Donderdag, 23 Februarie 1995 om 11:00, voor die Landdroskantoor te Durban, Uitenhage, aan die hoogste bieder:

Erf 2815, in die munisipaliteit Despatch en afdeling Uitenhage, groot 867 (agthonderd sewe-en-sestig) vierkante meter, gehou kragtens Transportakte T1332/1993, geleë te Havengastraat 28, Despatch.

Verbeterings: 'n Woonhuis met gebruikelike buite geboue alhoewel geen waarborg in verband daarmee gegee word nie.

Terme van voorwaardes: Die koopprys sal betaalbaar wees teen 10% (tien persent) daarvan tydens die verkoping plus 4% (vier persent) Balju (afslaers) koste en vir die balans moet 'n aanneembare bank- of bouverenigingwaarborg aan die Balju voorsien word binne veertien (14) dae vanaf datum van die verkoping.

Voorwaardes van verkoping: Volle besonderhede van die verkoopvoorwaardes sal ter insae lê en kan nagegaan word by die Landdroskantore, Durbanstraat, Uitenhage.

Gedateer te Uitenhage op die 27ste dag van Januarie 1995.

G. P. van Rhyn, Minnaar & Kie., Eerste Verdieping, Rhymingebou, Republiek Plein, Uitenhage. (Verw. M. S. Strydom/ivv/102119.)

Saak 241/93

IN DIE HOOGEREGSHOF VAN SUID-AFRIKA

(Noord-Kaapse Afdeling)

In die saak tussen **ABSA Bank Beperk**, handeldrywende as Trust Bank, Eiser, en **Henk Louwrens van der Westhuizen**, Verweerder

In navolging van 'n vonnis van bogemelde Agbare Hof gedateer 16 April 1993 en 'n lasbrief tot beslaglegging van onroerende goed gedateer 31 Oktober 1994 sal die ondergemelde onroerende eiendom deur die Balju van Upington, per publieke veiling in eksekusie verkoop word aan die hoogste bieder sonder reserwe voor die Landdroskantoor Schröderstraat te Upington, op 10 Maart 1995 om 10:00:

Die eiendom wat verkoop word is die volgende:

Sekere Gedeelte 75, Soetwater, van die plaas Kalahari-Wes 251, geleë in die afdeling Gordonia, groot 7 943,6950 ha (seweduisend negehonderd drie-en-veertig komma ses nege vyf nil) hektaar, gehou kragtens Grondbrief No. 21/1968.

Informasie: Voornemende kopers moet self die eiendom besigting om op hoogte te kom van enige verbeterings op die eiendom en geen waarborg word verskaf nie.

Verkoopvoorwaardes: Die verkoping is sonder reserwe. 10% (tien persent) van die koopprys is betaalbaar onmiddellik na die verkoping tesame met die afslaerskommissie en die balans teen registrasie van die eiendom in die naam van die koper, welke balans verseker moet word deur 'n goedgekeurde bank, bouvereniging of ander waarborg. Verdere verkoopvoorwaardes kan geïnspekteer word ten kantore van die Balju te Upington.

Elloit Maris Wilmans & Hay, Eiser se Prokureur, Cheapside, Posbus 179, Kimberley.

Saak 3784/94

IN DIE LANDDROSHOF VIR DIE DISTRIK PORT ELIZABETH GEHOU TE TODDKAMERS, TODDSTRAAT, PORT ELIZABETH

In die saak tussen **Saambou Bank Beperk**, Eiser, en **Mervyn John O'Brien**, Verweerder

Ter uitvoering van 'n vonnis van die bogemelde Agbare Hof gedateer 16 Februarie 1994 sal die hiernabeskrewe vaste eiendom in eksekusie verkoop word op 3 Maart 1995 om 14:15, by die nuwe Geregshof, Noordeinde, Port Elizabeth, aan die hoogste bieder, onderhewig aan die volgende voorwaardes en sodanige verdere voorwaardes as wat deur die Afslaer/Balju by die veiling uitgelees sal word:

Erf 15074, Bethelsdorp, in die munisipaliteit en afdeling Port Elizabeth, groot 275 vierkante meter, gehou kragtens Transportakte T49223/93, ook bekend as Butterlilylaan 8, Bethelsdorp, Port Elizabeth.

Die volgende inligting word verstrek, maar niks word gewaarborg nie:

Die eiendom is verbeter deur die oprigting van 'n woonhuis bestaande uit twee slaapkamers, sitkamer, kombuis en badkamer.

Die eiendom kan inspekteer word in ooreleg met die Balju van die Landdroshof, Port Elizabeth-Wes (Tel. 54-4330).

Betaalvoorwaardes: 10% (tien persent) van die koopprys moet onmiddellik na die veiling tesame met die Afslaers- en/of Baljukommissie betaal word. Die balans-koopprys is betaalbaar teen oordrag en moet verseker word deur 'n waarborg goedgekeur deur die Eiser se prokureur en wat aan hom binne veertien (14) dae na die verkoping verskaf moet word.

Verkoopvoorwaardes: Die volledige verkoopvoorwaardes lê ter insae by die Balju van die Landdroshof, Port Elizabeth-Wes (Tel. 54-4330).

Greyvensteins Ing., St George-huis, Parkrylaan 104, Port Elizabeth. (Verw. H. le Roux/sh/Z18890.)

Saak 8668/93

IN DIE LANDDROSHOF VIR DIE DISTRIK UITENHAGE GEHOU TE UITENHAGE

In die saak tussen **G. Rangers**, Eiser, en **Buster Brown**, Verweerder

Ingevolge 'n vonnis van bogemelde Agbare Hof en 'n lasbrief vir eksekusie gedateer 27 Januarie 1994, sal die ondergemelde eiendom in eksekusie verkoop word deur die Balju op Vrydag, 3 Maart 1995 om 12:00, voor Deel 5 (Klipdrift) (deel van Deel 4) van die plaas Klipdrift 314, afdeling Albanie, aan die hoogste bieder:

In die munisipaliteit Grahamstad en afdeling Grahamstad, groot 20,4401 hektaar, geleë te Deel 5 (Klipdrift) (deel van Deel 4) van die plaas Klipdrift 314, afdeling Albanie, groot 20,4401 hektaar, gehou kragtens Transportakte T51855/1983.

Verbeterings: 'n Woonhuis met gebruiklike buitegeboue alhoewel geen waarborg in verband daarmee gegee word nie.

Terme van voorwaardes: Die koopprys sal betaalbaar wees teen 10% (tien persent) daarvan tydens die verkoping plus 4% (vier persent) Balju (afslaers) koste en vir die balans moet 'n aanneembare bank- of bouverenigingwaarborg aan die Balju voorsien word binne veertien (14) dae vanaf datum van die verkoping.

Voorwaardes van verkoping: Volle besonderhede van die verkoopvoorwaardes sal ter insae lê en kan nagegaan word by die kantoor van die Balju, Beaufortstraat 44, Grahamstad.

Gedateer te Uitenhage op die 27ste dag van Januarie 1994.

G. P. van Rhyn, Minnaar & Kie., Eerste Verdieping, Rhymingebou, Republiek Plein, Uitenhage. (Verw. FAS/ca/102044.)

Case 22109/94

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

In the matter between **NBS Bank Limited** (Reg. No. 87/01384/06), Execution Creditor, and **Hendrik Botha**, First Execution Debtor, **Narien Botha**, Second Execution Debtor, and **Mercia Oosthuizen**, Third Execution Debtor

In execution of the judgment of the Magistrate's Court of Cape Town, in the above matter, a sale will be held on Tuesday, 7 March 1995 at 09:30, in front of the Cape Town Magistrate's Court-house:

Section 202 (more fully described on Section Plan SS17/94, situated at 212 Dolphin Beach, Marine Drive, Table View, measuring 32 (thirty-two) square metres, held by Title Deed ST831/94.

Conditions of sale:

1. The sale is subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944 (as amended), the property being sold voetstoots and as it stands and subject to the conditions of the existing title deed. The highest bidder shall be the purchaser, subject to the provisions of section 66 of the above Act.

2. One tenth ($\frac{1}{10}$) of the purchase price shall be paid in cash or by means of a bank-marked cheque immediately after the property is declared to be sold and the balance of the purchase price, together with interest thereon at the ruling building society rate to be paid against registration of transfer, and secured within fourteen (14) days after date of sale by a bank or building society guarantee;

and subject to the further conditions which may be read out at the time of the sale and which may be inspected at the offices of the Messenger of the Court, Cape Town.

Dated at Cape Town on this the 30th day of January 1995.

Arthur E. Abrahams & Gross Inc., 16th Floor, 2 Long Street, Cape Town, 8001. (Tel. 418-2020.) (Ref. BDS/BBG/Z31358.)

NATAL

Case 5493/94

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

In the matter between **ABSA Bank Limited**, Plaintiff, and **Shaheda Bee Bee Karrim**, Defendant

In pursuance of a judgment granted on 18 October 1994, in the Court of the Magistrate, Chatsworth, and under a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 28 February 1995 at 10:00, in front of the Magistrate's Court, 1 Justice Street, Chatsworth, Natal:

Description: A certain piece of land being: Subdivision 403 (of 2281) of Lot 101, Chatsworth, situated in the City of Durban, Administrative District of Natal, in extent 247 square metres.

Postal address: 97 Palm Road, Croftdene, Chatsworth, Natal.

Improvements: Semi detached double storey brick/block under tile roof dwelling comprising sixth bedrooms, carpeted, lounge carpeted, kitchen tiled with built-in cupboards, bathroom/toilet, toilet, tarred driveway and fenced property.

Town-planning zoning: Special Residential - minimum plot size 180 square metres.

Nothing is guaranteed in the above respects.

Material conditions:

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

2. (a) The purchaser shall pay a deposit of 10% (ten per centum) of the purchase price and the auctioneer's commission immediately after the sale, and the balance (including the payment of the undermentioned interest) against transfer to be secured by a bank or building society guarantee to be furnished to the Sheriff of the Magistrate's Court within 14 days after the sale. The said guarantee shall be approved by the Plaintiff's attorneys.

(b) The purchaser shall be liable for the payment of interest at the rate payable to the Plaintiff at the time of the sale on the amount of the Plaintiff's claim from date of the sale (and in the event of there being any other preferent creditor, then the interest payable upon such preferent creditor's claim) until the date of transfer, both days inclusive.

3. Transfer shall be effected by the attorneys for the Plaintiff and the purchaser shall pay all transfer costs, including arrear and current rates, sewerage connection fees (if any), taxes, VAT, and all other charges necessary to effect transfer on request by the said attorneys.

The full conditions of sale may be inspected at the office of the Sheriff for the Magistrate's Court, 12 Oak Avenue, Kharwasan, Chatsworth, Natal, and at the offices of David Gardyne & Partners, Eighth Floor, JBS Building, 78 Field Street, Durban.

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

David Gardyne & Partners, Plaintiff's Attorneys, Eighth Floor, JBS Building, 78 Field Street, Durban. (Ref. Mr D. Gardyne/VL/GAL2146.)

Case 9304/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF INANDA HELD AT VERULAM

In the matter between **Mortgage Investment Corporation (Pty) Limited**, Judgment Creditor, and **Sikhwepha Shangase**, First Execution Debtor, and **Ntombi Hilda Shangase**, Second Execution Debtor

In pursuance of judgment granted on 6 October 1994, against the Judgment Debtor in the Verulam Magistrate's Court and under a writ of execution issued thereafter the immovable property listed hereunder will be sold in execution on 3 March 1995 at 10:00, at the front entrance to the Magistrate's Court Building, Moss Street, Verulam, to the highest bidder:

Description: A certain piece of land being Ownership Unit G447, situated in the Township of Ntuzuma, District of Ntuzuma, in extent of 361 square metres, represented and described on General Plan PB 50/1986.

In extent 361 (three hundred and sixty-one) square metres.

Postal address: Ownership Unit G447, situated in the Township of Ntuzuma, District of Ntuzuma.

Improvements: Block under asbestos dwelling comprising of two bedrooms, kitchen, lounge, toilet outside and bathroom - water and lights facilities although nothing in this regard is guaranteed.

Held by the First Defendant in his name under Deed of Grant 008807/88.

Terms:

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

1. The purchaser shall pay a deposit of 10% (ten per centum) of the purchase price in cash immediately after the sale and the balance against transfer to be secured by a bank or building society guarantee to be approved by the Plaintiff's attorneys to be furnished to the Sheriff of the Court or the auctioneer within fourteen (14) days after the sale.

2. The purchaser shall be liable for payment of interest at the rate of 14,75% (fourteen comma seven five per centum) per annum calculated and capitalized monthly in advance, to the Execution Creditor at the applicable rate on the respective amounts of the awards to the Execution Creditor in the plan of distribution from the date of sale to date of transfer.

3. Transfer shall be effected by the attorneys for 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.

The full conditions may be inspected at the offices of the Sheriff of the Magistrate's Court, 2 Mountview Shopping Centre, corner of Inanda and Jacaranda Roads, Verulam.

Dated at Umhlanga Rocks this 10th day of January 1995.

Garlicke & Bousfield Inc., c/o Gavin Gow & Co., Suite 15, Chartwell Centre, Chartwell Drive, Umhlanga Rocks, 4320; P.O. Box 610, Umhlanga Rocks. [Tel. (031) 561-1011.] C/o Henry Francis, 23 Realty Centre, Umdloti Main Road, Verulam. (Ref. Colls/SK/M593.)

Case 72783/94

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

In the matter between **NBS Bank Limited** (Reg. No. 87/01384/06), Execution Creditor, and **D. Z. Gogela**, Execution Debtor

In the pursuance of a judgment granted on 11 November 1994 and under a warrant of execution issued thereafter the immovable property listed hereunder will be sold in execution to the highest bidder, on 23 February 1995 at 10:00, in front of the Magistrate's Court, Somtseu Road Entrance, Durban:

Description: Lot 2195, Kingsburgh Extension 9, situated in the Borough of Kingsburgh and in the Port Natal-Ebhodwe Joint Services Board Area, Administrative District of Natal, in extent 1 150 (one thousand one hundred and fifty) square metres.

Address: 2 Marieta Prinsloo Road, Kingsburgh.

Improvements: Brick and tile house consisting of three bedrooms, lounge and dining-room combined, kitchen, bathroom and toilet combined, shower and toilet combined and garage.

Nothing is guaranteed in the above respects.

Material 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 property shall be sold without reserve and to the highest bidder.

2. The purchaser shall pay a deposit of 10% (ten per centum) of the purchase price and the auctioneer's commission in cash or by a bank-guaranteed cheque at the time of sale, and the balance against transfer to be secured by a bank or building society guarantee to be approved by the Execution Creditor's attorneys to be furnished to the Messenger of the Court within 14 days after the sale.

3. The purchaser shall be liable for payment of interest to the Execution Creditor at the rate as set from time to time by the Plaintiff and prevailing from time to time from the date of sale to the 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 changes to effect transfer upon request by the said attorneys.

The full conditions of sale may be inspected at:

(a) The office of Sheriff of the Magistrate's Court, Durban South, 101 Lejaton Building, 40 St George's Street, Durban; and

(b) The offices of Barkers, 16th Floor, Nedbank Centre, Durban Club Place, Durban.

Date: 16 January 1995.

Barkers, 16th Floor, Nedbank Centre, Durban Club Place, Durban. (Ref. J. G. Murdoch/nc.)

Case 3454/94

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

In the matter between **KwaZulu Finance & Investment Corporation Limited**, Plaintiff, and **Muntu-Christian Ntuli**, 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 Defendants, will be sold in execution 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 for cash, without reserve:

Ownership Unit 1342, Unit Q, in the Township of Umlazi, District of Umlazi, in extent 536 (five hundred and thirty-six) square metres, represented and described on Deed of Grant G000557.

The following information relating to the property is furnished but not guaranteed in any way:

1. The property is situated at Ownership Unit 1342, Unit Q, in the Township of Umlazi, District of Umlazi.

2. The property has been improved by the erection of a tiled roof dwelling-house thereon, consisting of three bedrooms, dining-room, bathroom and kitchen.

3. The conditions of sale may be inspected at the aforesaid offices of the Sheriff and the offices of Austen Smith, Walmsley House, 191 Pietermaritz Street, Pietermaritzburg, Natal, during normal office hours.

Dated at Pietermaritzburg this 18th day of January 1995.

Austen Smith, Plaintiff's Attorney, Walmsley House, 191 Pietermaritz Street, Pietermaritzburg. (Ref. RNS/myb/42/K0127/94.)

Case 032423/94

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

In the matter between **Graham Victor Harrison** (Nomine Officio), First Plaintiff, **Marie-Louise Sophia Duvel**, Second Plaintiff, **Ida Maria Kassier**, Third Plaintiff, **Marone Kruger**, Fourth Plaintiff, and **Maran Nullian**, Fifth Plaintiff, and **Radhamoney Naidoo**, Defendant

In pursuance of a judgment of the Magistrate's Court, Durban, dated 25 October 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 28 February 1995 at 14:00, at the front entrance of the Magistrate's Court, Somtseu Road, Durban, voetstoots, to the highest bidder:

Property description: Subdivision 8 of Lot 451, Durban North, situated in the City of Durban, Administrative District of Natal, in extent one thousand three hundred and ninety-two (1 392) square metres, physical address of property 203 Kenville Road, Kenville, Durban North. Zoning of property: Special Residential.

Improvements of property (but nothing is guaranteed in respect hereof): Dwelling consisting of brick and tile, lockup garage, three rooms, kitchen, toilet, with bath and shower, lounge, dining-room, kitchen, bathroom, toilet with bath, TV-room, toilet with bath and shower and three bedrooms. *Outbuildings*: Toilet, bathroom, four bedrooms, kitchen and veranda.

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 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 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 24th day of January 1995.

Woodhead Bigby & Irving, Plaintiff's Attorney, 650 Mansion House, 12 Field Street, Durban. (Tel. 304-4706.) (Ref. PGR/cj/06.N934.A4.)

Case 70200/94

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 **Israel Subbiah**, First Defendant, and **Neela Subbiah**, 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 3 March 1995 at 10:00, at the front entrance to the Magistrate's Court, Moss Street, Verulam:

Description: Lot 857, Westham, situated in the City of Durban, Administrative District of Natal, in extent 207 square metres. *Address*: 247 Lenham Drive, Lenham, Phoenix.

Improvements: Block under tile flat comprising upstairs: Three bedrooms, toilet and bathroom. *Downstairs*: Lounge, kitchen, water and light facilities.

1. (a) The sale shall be subject to the terms and conditions of the Magistrates' Courts Act, and the rules made thereunder.
- (b) The property shall be sold without reserve to the highest bidder.
2. The purchaser shall pay a deposit of 10% (ten per centum) of the purchase price and the auctioneer's commission in cash immediately after the sale and the balance to be secured by a bank or building society guarantee.

The full condition of sale may be inspected at the offices of the Sheriff of the Magistrate's Court, Inanda (1).

Jackson & Ameen, for Jackson & Ameen, Plaintiff's Attorneys, Fifth Floor, Fenton House, Fenton Road, Durban. (Ref. Colls/P. Murugan/05N225054.)

Case 1069/93

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

In the matter between **The Standard Bank of South Africa Limited**, Plaintiff, and **Bekuyise Lazarous Ngcobo**, Defendant

In pursuance of a judgment granted on 21 October 1994, in the Magistrate's Court for the District of Umlazi, held at Umlazi, and under writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on Wednesday, 1 March 1995 at 10:00, in front of the main south entrance of the Umlazi Magistrate's Court, under the National and KwaZulu flag, to the highest bidder:

Description: Ownership Unit V1255, in extent 520 (five hundred and twenty) square metres, situated in the Township of Umlazi, District of Umlazi, postal address: Being Unit V1255, Umlazi Township, Natal.

Improvements: Brick under tile roof dwelling comprising four bedrooms, bathroom, kitchen and dining-room. There is no garage. *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 centum) 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 16% (sixteen per centum) 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, Umlazi.

Dated at Durban this 17th day of January 1995.

Goodrickes, Plaintiff's Attorneys, 24th Floor, 320 West Street, Durban, 4001. (Ref. J. A. Allan/S.6692/mvr.)

Case 6780/94

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 **Richard Winston Grannum**, First Defendant and **Amelia Grannum**, 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, Court House Road, Port Shepstone, on Friday, 24 February 1995 at 11:00:

Description: Lot 28, Shelly Beach, situated in the Borough of Shelly Beach and in the Southern Natal Joint Services Board Area, Administrative District of Natal, in extent 1 103 (one thousand one hundred and three) square metres, held under Deed of Transfer T16835/1991.

Physical address: 28 Frere Road, Shelly Beach, Natal.

Zoning: Special Residential.

The property consists of the following: Brick with slate roof, enclosed verandah, entrance hall, lounge, two bedrooms, bathroom, kitchen, scullery, dining-room, TV lounge, bedroom, double garage with store-room and swimming-pool. *Upstairs:* Main en suite, sewing room and bedroom. *Servants' quarters:* Room with shower and toilet. Separate toilet.

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 affected by the attorneys for the Plaintiff and the purchaser shall pay all transfer dues, including transfer duty, current and/or arrear levies/rates and/or Value-Added Tax and other necessary charges to effect transfer upon request by the sale attorneys.

4. The full conditions of sale may be inspected at the offices of the Sheriff of the Supreme Court, 20 Riverview Road, Sunnyside, Durban.

Dated at Durban this 17th day of January 1995.

Goodrickes, Plaintiff's Attorneys, 24th Floor, 320 West Street, Durban, 4001. (Ref. J. A. Allan/R.683/mvr.)

Case 9539/93

IN THE SUPREME COURT OF SOUTH AFRICA
(Durban and Coast Local Division)

In the matter between **First National Bank of S A Ltd**, Plaintiff, and **Anand George Munsamy**, First Defendant, and **Thanasagree Munsamy**, 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, in front of the Supreme Court-house, Masonic Grove, Durban, on Friday, 24 February 1995 at 10:00:

Description:

1. (a) Section 7 as shown and more fully described on Sectional Plan SS 302/1992 in the scheme known as Blinkbonnie Road 37, in respect of the land and building or buildings situated at Durban, City of Durban, of which section the floor area is sixty-one (61) square metres in extent; and

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

2. An exclusive use area being a garden area described as G7 in extent one hundred and nine (109) square metres.

Street address: 37 Blinkbonnie Road, Bonnela, Durban.

Improvements: A double storey sectional title unit comprising three bedrooms, lounge, kitchen, bathroom and toilet. Nothing in this regard is guaranteed.

Material conditions:

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 other necessary charges to effect transfer upon request by the sale attorneys.
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 Central, 21 Stafmayer House, Beach Grove, Durban.

Dated at Durban this 9th day of January 1995.

Phipson-De Villiers, Plaintiff's Attorneys, Fourth Floor, RMS Syfrets House, 331 Smith Street, Durban. (Ref. Mr Lindemann/22F000213.)

Case 7400/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Bhekumuzi Ernest Mazibuko**, First Defendant, and **Tiki Gladys Mazibuko**, Second Defendant

In pursuance of a judgment of the above Honourable Court dated 28 October 1994 a sale in execution will be held on Friday, 3 March 1995 at 10:00, on the steps of the Supreme Court, Masonic Grove, Durban, when the following property will be sold by the Sheriff of the Supreme Court for Durban Central to the highest bidder:

Lot 711, Chesterville, situated in the Administrative District of Natal, measuring 531 (five hundred and thirty-one) square metres, with the postal and street address of House 898, Road 18, Chesterville.

Improvements (the following information is furnished but nothing is guaranteed in this regard): The property consists of a brick under asbestos roof dwelling comprising of two bedrooms, kitchen, lounge, toilet and bathroom.

The sale shall be subject to the following conditions:

1. The sale shall be subject to the terms and conditions of the Supreme Court and the rules made thereunder.
2. The purchaser (other than the Execution Creditor) shall pay a deposit of 10% (ten per centum) of the purchase price in cash at the time of the sale.
3. The purchaser shall pay auctioneer's charges immediately on the day of the sale and in addition, transfer dues, costs of transfer and arrear rates, levies, taxes and other charges necessary to effect transfer on request by the De Villiers Evans & Petit, the attorneys for the Execution Creditor.
3. The full conditions of sale may be inspected at the offices of the Sheriff of the Supreme Court for Durban Central, 21 Stafmayer House, Beach Grove, Durban, and interested parties are asked to contact the Execution Creditor who may be prepared to grant loan facilities to an approved purchaser.

Dated at Durban this 17th day of January 1995.

De Villiers Evans & Petit, Plaintiff's Attorneys, 41 Acutt Street, Durban. (Ref. Mrs Singh/N423.7168/94.)

Case 78740/93

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

In the matter between **Nordic/Broadway Body Corporate**, Plaintiff, and **Mandla Alison Thwala**, Defendant

In pursuance of a judgment of the above Honourable Court dated 27 December 1993 a sale in execution will be held on 2 March 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 103 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 56 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 85 Nordic Court, 57/61 Broad Street, Durban.

Improvements (the following information is furnished but nothing is guaranteed in this regard): The property consists of batchelor flat comprising room, separate kitchen, toilet and bathroom.

The sale shall be subject to the following conditions:

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act, and the rules made thereunder.
2. The purchaser (other than the Execution Creditor) shall pay a deposit of 10% (ten per centum) of the purchase price in cash at the time of the sale.
3. The full conditions of sale may be inspected at the offices of the Sheriff of the Magistrate's Court, Durban Central, 21 Stafmayer House, Beach Grove, Durban.

Dated at Durban this 17th day of January 1995.

De Villiers Evans & Petit, Plaintiff's Attorneys, 41 Acutt Street, Durban. (Ref. Mrs Singh/J233.3409/93.)

Case 28819/94

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

In the matter between **Modem Body Corporate**, Plaintiff, and **Muhumaed Sayed Adam**, Defendant

In pursuance of a judgment of the above Honourable Court dated 23 June 1994 a sale in execution will be held on 9 March 1995 at 14:00, in front of the Magistrate's Court, Sontseu 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 11 as shown and more fully described on Sectional Plan SS210/1993 in the scheme known as Modem in respect of the land and building or buildings situated at Durban of which the floor area, according to the said sectional plan is 79 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;

(c) exclusive use area being Garden Area G11 measuring 193 square metres comprising portion of the common property of Modem;

(d) exclusive use area being Courtyard GY11 measuring 14 square metres comprising portion of the common property of Modem.

Situated at 11 Modem Court, 10 Bristow Crescent, Mayville, Durban.

Improvements (the following information is furnished but nothing is guaranteed in this regard): The property consists of flat comprising open plan kitchen, downstairs room, a separate lounge, two bedrooms, toilet and bathroom, enclosed courtyard and exclusive use garden area.

The sale shall be subject to the following conditions:

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act, and the rules made thereunder.
2. The purchaser (other than the Execution Creditor) shall pay a deposit of 10% (ten per centum) of the purchase price in cash at the time of the sale.
3. The full conditions of sale may be inspected at the offices of the Sheriff of the Magistrate's Court, Durban Central, 21 Stafmayer House, Beach Grove, Durban.

Dated at Durban this 18th day of January 1995.

De Villiers Evans & Petit, Plaintiff's Attorneys, 41 Acutt Street, Durban. (Ref. Mrs Singh/J233.7072/94.)

Case 2964/91

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF LOWER TUGELA HELD AT STANGER

In the matter between **Allied Bank** (a Division of ABSA Bank Limited, No. 86/04794/06), Execution Creditor, and **Kali Naicker**, and **Jayalutchmee Naicker**, Execution Debtors

In pursuance of a judgment granted on 4 June 1991 in the Court of the Magistrate, Lower Tugela, 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, Stanger, to the highest bidder:

Description: A certain piece of land being: Lot 191, Tinley Manor Beach, situated in the Development Area of Tinley Manor Beach and in the North Coast Regional Water Services Area, Administrative District of Natal, in extent one thousand and twelve (1 012) square metres, postal address: Lot 191, Tinley Manor Beach, Seaview Drive.

Improvements: Vacant land. Town-planning: Zoning: Residential. Special privileges: Nil.

Nothing is guaranteed in these respects.

Material conditions:

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act, and the rules made thereunder.
2. The purchaser shall pay a deposit of 10% (ten per centum) of the purchase price in cash 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) days after the date of sale.

3. The purchaser shall be liable for payment of interest at the rate as set from time to time by the Plaintiff and prevailing from time to time from the date of sale to date of payment.

4. Transfer shall be affected by the attorneys of the Plaintiff and the purchaser shall pay all the transfer costs, including transfer duty, current and any arrear rates, and other necessary charges to effect transfer upon request by the said attorneys.

5. The full conditions may be inspected at the offices of the Sheriff of the Court, Verulam 2, Stanger, Couper Street or at our offices.

Christides-Bassage, Plaintiff's Attorney, 18th Floor, Maritime House, corner of Salmon Grove and Victoria Embankment, Durban. (Tel. 306-3164.) (Ref. T. Bassage/kr/Allied-N.22.)

Case 2836/94

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

In the matter between **ABSA Bank Limited** (Allied Bank Division), Execution Creditor, and **Jacques Joubert**, First Execution Debtor and **Marisa Joubert**, Second Execution Debtor

In pursuance of a judgment granted on 5 October 1994 in the Court of the Magistrate, Port Shepstone, 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, Port Shepstone, to the highest bidder:

Description: A certain piece of land being:

A. 1. Section 3, as shown and more fully described on Sectional Plan SS 19/91, in the scheme known as Del Su Me in respect of the land and building or buildings, situated at Margate, in the Borough of Margate of which the floor area, according to the said sectional plan is 141 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.

B. An exclusive use area described as P3 (parking), measuring 21 square metres, being as such part of the common property, comprising the land and the scheme known as Del Su Me in respect of the land and building or buildings situated at Margate, in the Borough of Margate, as shown and more fully described on Sectional Plan SS 19/91, held under Certificate of Real Right/Notarial Deed of Cession SK 419/92.

Postal address: Section 3, Del Su Me, 3 Lagoon Drive, Margate.

Improvements: Flat consisting of open plan lounge, kitchen and dining-room, bedroom with bathroom en suite, two bedrooms, bathroom. Undercover parking.

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 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, Port Shepstone, or at our offices.

Meumann & White, Plaintiff's Attorneys, Fourth Floor, Founders House, 15 Parry Road, Durban. (Ref. Mr Berry/vdg/027157.)

Case 4132/94

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 **Govgro Investment CC**, First Defendant and **Krishna Saminathan Govender**, Second Defendant

In pursuance of a judgment granted in the Supreme Court of South Africa (Durban and Coast Local) under writ of execution issued thereafter, the immovable property listed hereunder will be sold to the highest bidder without reserve at the entrance to the Magistrate's Court, Court House Road, Port Shepstone, on Friday, 24 February 1995 at 11:00:

Description: Remainder of Lot 979, Port Edward, situated in the Port Edward Board Area, and in the Southern Natal Joint Services Board Area, Administrative District of Natal, in extent one comma nought one two three (1,0123) hectares, held under Deed of Transfer T7210/89.

Physical address: 2 Valley Road, Port Edward, Natal.

Zoning: Special Residential.

The property consists of the following: *Main building:* Brick, asbestos with lounge, dining-room, kitchen, five bedrooms, two bathrooms and verandah. *Outbuildings:* Bricks, asbestos, main en suite, two bedrooms, open plan lounge and kitchen.

Nothing in this regard is guaranteed.

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

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

3. Transfer shall be effected by the attorneys for the Plaintiff and the purchaser shall pay all transfer dues, including transfer duty, current and/or arrear levies/rates and/or Value-Added Tax and other necessary charges to effect transfer upon request by the sale attorneys.

4. The full conditions of sale may be inspected at the offices of the Sheriff of the Supreme Court, 20 Riverview Road, Sunwch Port, Natal.

Dated at Durban this 16th day of January 1995.

Goodrickes, Plaintiff's Attorneys, 24th Floor, 320 West Street, Durban, 4001. (Ref. J. A. Allan/S.6387/mvr.)

Case 6056/94

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 **Dhanapalan Madurai**, First Defendant, and **Fazeela Banu Madurai**, 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: Section 17 as shown and more fully described on Sectional Plan SS 07/93 in the scheme known as Blinkbonnie Road 59, in respect of the land and building or buildings situated at Durban, City of Durban, of which the floor area according to the said sectional plan is 61 (sixty-one) square metres in extent, and an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan, held under Deed of Transfer ST 1565/94; and

an exclusive use area being a garden area described as G17, measuring 281 (two hundred and eighty-one) square metres being as such part of the common property, comprising the land and the scheme known as Blinkbonnie Road 59, in respect of the land and building or buildings situated at Durban, City of Durban, as shown and more fully described on Sectional Plan SS 07/93, held under Notarial Deed of Cession of Exclusive Use Areas SK 374/94.

Physical address: House 17, Blinkbonnie Road 59, Bonela, Cato Manor, Natal.

Zoning: Special Residential.

The property consists of the following: Duplex comprising: Downstairs, living-room, bedroom and kitchen. Upstairs, two bedrooms, bathroom and toilet. There is also an exclusive garden area.

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, 21 Stafmayer House, Beach Grove, Durban, Natal.

Dated at Durban this 22nd day of December 1994.

Goodrickes, Plaintiff's Attorneys, 24th Floor, 320 West Street, Durban, 4001. (Ref. J. A. Allan/S. 7719/mvr.)

Case 3756/93

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

In the matter between **South African Mutual Mortgage Investment Corporation (Pty) Limited**, Plaintiff, and **Moses Zama Sibisi**, Defendant

Take notice that pursuant to a judgment of the above Honourable Court dated 8 March 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 Mtunzini, on Friday, 24 February 1995 at 09:00, in front of the Magistrate's Court, Mtunzini, Natal, to the highest bidder:

Ownership Unit 1285, in the Township of Esikhawini-H in the Ongoye District, in extent four hundred and thirty seven (437) square metres.

The property is situated at H 1285, Esikhawini Township, Ongoye, Natal.

The following information is furnished regarding the property but is not guaranteed: A single storey, detached dwelling-house consisting of three bedrooms, bathroom kitchen, lounge and dining-room is erected thereon.

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, the balance against transfer to be secured by a bank or building society guarantee to be furnished to the Sheriff of the Supreme Court within thirty days after the date of sale.

2. The balance of the purchase price plus interest thereon at the rate of 15,5% (fifteen comma 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.

The full conditions of sale may be inspected at the offices of the Sheriff of Supreme Court, 8 Hulley Avenue, Mtunzini, Natal.

Dated at Pietermaritzburg this 22nd day of December 1994.

Tatham, Wilkes & Co., Plaintiff's Attorneys, Fourth Floor, Fedlife House, 251 Church Street, Pietermaritzburg.
Ref. H.M. Drummond/A114.)

Case 6741/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between **ABSA Bank Limited**, Plaintiff, and **Mr Jurie Johannes Uys**, Defendant

In execution of a judgment granted by the Supreme Court of South Africa (Durban and Coast Local Division) on 3 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 Courthouse, Masonic Grove, Durban, on Friday, 24 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 32 as shown and more fully described on Sectional Plan SS351/91, in the scheme known as Idawill 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 59 (fifty nine) 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 29 Idawill Court, corner of Shearer and Point Roads, Durban, and which property is held by the above-named Defendant under and by virtue of Deed of Transfer ST16034/92.

Improvements: Without constituting a warranty of any nature, the property has been improved by the erection thereon of a sectional title unit consisting of entrance, lounge, kitchen, bathroom/toilet, enclosed sleeping recess.

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 12th 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/U072/038890/Mrs Chelin.)

Saak 335/91

IN DIE LANDDROSHOF VIR DIE DISTRIK NEWCASTLE GEHOU TE NEWCASTLE

In die saak tussen **KwaZulu Finance & Investment Corporation Ltd**, Eksekusieskuldeiser, en **Sethenjwa Vincent Thusi**, Eksekusieskuldenaar

Ingevolge uitspraak van bogenoemde Agbare Hof en 'n lasbrief vir eksekusie teen onroerende goed gedateer 2 November 1994 sal die ondervermelde eiendom op 1 Maart 1995 om 10:00, in die voorkamer van die Landdroshof, Newcastle, geregtelik aan die hoogste bieder vir kontant verkoop word, naamlik:

Sekere: Unit F1803, 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.

IN THE SUPREME COURT OF SOUTH AFRICA
(Durban and Coast Local Division)

In the matter between **ABSA Bank Limited**, Plaintiff, and **Miss Sarojini Naidoo N.O.**, First Defendant, and **Miss Sarojini Naidoo**, Second Defendant

In execution of a judgment granted by the Supreme Court of South Africa (Durban and Coast Local Division), on 12 September 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 Courthouse, Masonic Grove, Durban, on Friday, 24 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 314 as shown and more fully described on Sectional Plan SS192/1982, in the scheme known as Bencorrum in respect of the land and building or buildings situated at Durban, Local Authority Area of Durban of which the floor area, according to the said sectional plan is 141 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;

which property is physically situated at 131 Bencorrum, 183 Prince Street, Durban, and which property is held by The S. Naidoo Family Trust under and by virtue of Deed of Transfer ST9339/93.

Improvements: Without constituting a warranty of any nature, the property has been improved by the erection thereon of brick under concrete unit consisting of entrance passage, lounge/dining-room, study, kitchen, three bedrooms, toilet and shower.

Zoning: The property is zoned for special residential purposes and enjoys no special consents in respect of its zoning.

Terms: The purchase price will be payable subject to the conditions of sale, as follows:

(a) 10% (ten per cent) of the purchase price together with the Sheriff's commission on the sale to be paid immediately in cash on the date of sale.

(b) All current and arrear rates, taxes, electrical, sanitary, water and other fees or charges to be paid in cash within 7 (seven) days of the date of sale together with costs of transfer and transfer duty.

(c) The balance of the purchase price together with interest at the rate of 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 14th 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/U177/038028/Mrs Chelin.)

IN THE SUPREME COURT OF SOUTH AFRICA
(Durban and Coast Local Division)

In the matter between **ABSA Bank Limited**, Plaintiff, and **Mr David McBeth Findlay**, Defendant

In execution of a judgment granted by the Supreme Court of South Africa (Durban and Coast Local Division) on 13 October 1994, in the above-named suit, the following immovable property will be sold by public auction by the Sheriff of the Supreme Court of Durban North, on the steps of the Supreme Court, Masonic Grove, Durban, on 24 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 15 Milne Street, Durban, 4001, namely:

(a) Section 6, as shown and more fully described on Sectional Plan SS86/89, in the scheme known as Ritsro in respect of the land and building or buildings situated at Berea, Durban, of which the floor area, according to the said sectional plan, is 63 (sixty-three) square metres; in extent; and

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

which property is physically situated at 6 Ritsro, 50 Ritson Road, Berea, Durban, 4001, and which property is held by the above-named Defendant under and by Virtue of Deed of Transfer ST86/1989.

Improvements: Without constituting a warranty of any nature, the property has been improved by the erection thereon of brick under concrete sectional title dwelling consisting of lounge, dining-room, kitchen, bathroom, toilet and two bedrooms.

Zoning: The property is zoned for Special Residential purposes and enjoys no special consents in respect of its zoning.

Terms: The purchase price will be payable subject to the conditions of sale, as follows:

(a) 10% (ten per centum) of the purchase price together with the Deputy Sheriff's commission on the sale to be paid immediately in cash on the date of sale.

(b) All current and arrear rates, taxes, electrical, sanitary, water and other fees or charges to be paid in cash within 7 (seven) days of the date of sale together with costs of transfer and transfer duty.

(c) The balance of the purchase price together with interest at the rate of 15,25% (fifteen comma two five per centum) per annum compounded monthly in advance on the amount referred to in the conditions of sale to date of transfer both days inclusive, to be secured by an acceptable guarantee to be furnished within 14 (fourteen) days after the date of sale.

Dated at Durban on this the 22nd 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/039125/072/Mrs Chetty.) (Docex. 71.)

Case 6254/94

IN THE SUPREME COURT OF SOUTH AFRICA
(Durban and Coast Local Division)

In the matter between **ABSA Bank Limited**, Plaintiff, and **Mr Rajendralal Brijmohan Lalla**, First Defendant, and **Ms Renuka Devi Lalla**, Second Defendant

In execution of a judgment granted by the Supreme Court of South Africa (Durban and Coast Local Division) on 30 September 1994, in the above-named suit, the following immovable property will be sold by public auction by the Sheriff of the Supreme Court of Durban North, on the steps of the Supreme Court, Masonic Grove, Durban, on 24 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 15 Milne Street, Durban, 4001, namely:

(a) Section 1, as shown and more fully described on Sectional Plan SS201/81, in the scheme known as Harridge Hall in respect of the land and building or buildings situated at, Durban, City of Durban, of which the floor area, according to the said sectional plan, is 84 (eighty-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;

which property is physically situated at Flat 1, Harridge Hall, 525 Ridge Road, Berea, 4001, and which property is held by the above-named Defendants under and by Virtue of Deed of Transfer ST17567/93.

Improvements: Without constituting a warranty of any nature, the property has been improved by the erection thereon of a sectional title brick under reinforced concrete dwelling consisting of two bedrooms, bath, toilet, lounge, dining-room, kitchen and entrance hall.

Zoning: The property is zoned for Special Residential purposes and enjoys no special consents in respect of its zoning.

Terms: The purchase price will be payable subject to the conditions of sale, as follows:

(a) 10% (ten per centum) of the purchase price together with the Deputy Sheriff's commission on the sale to be paid immediately in cash on the date of sale.

(b) All current and arrear rates, taxes, electrical, sanitary, water and other fees or charges to be paid in cash within 7 (seven) days of the date of sale together with costs of transfer and transfer duty.

(c) The balance of the purchase price together with interest at the rate of 15,25% (fifteen comma two five per centum) per annum compounded monthly in advance on the amount referred to in the conditions of sale to date of transfer both days inclusive, to be secured by an acceptable guarantee to be furnished within 14 (fourteen) days after the date of sale.

Dated at Durban on this the 22nd 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/037905/U177/Mrs Chetty.) (Docex. 71.)

Case 4133/94

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 **Samuel Hayden Conradie N.O.**, First Defendant, **Ursela Erna Johanne Conradie N.O.**, Second Defendant, and **Samuel Hayden Conradie**, Third Defendant

In pursuance of a judgment granted in the Supreme Court of South Africa (Durban and Coast Local Division), under writ of execution issued thereafter, the immovable property listed hereunder will be sold to the highest bidder without reserve at the entrance of the Magistrate's Court, Moss Street, Verulam, on Friday, 24 February 1995 at 09:00:

Description: Lot 896, Umhlanga Rocks Extension 9, situated in the Borough of Umhlanga and in the Port Natal-Ebhodwe Joint Services Board Area, Administrative District of Natal, in extent 1 344 (one thousand three hundred and forty-four) square metres, held under Deed of Transfer T24535/92.

Physical address: 5 Northmoor Avenue, Umhlanga Rocks, Natal.

Zoning: Special Residential.

The property consists of the following: Brick under tiled roof dwelling with water and lights comprising three bedrooms, main en-suite, lounge, dining-room, kitchen, toilet and bathroom.

The outbuildings comprise one double garage and servants' quarters comprising bedroom, toilet and shower.

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, Suite 7, Foresum Centre, 314 old Main Road, Tongaat.

Dated at Durban this the 3rd day of January 1995.

Goodrickes, Plaintiff's Attorneys, 24th Floor, 320 West Street, Durban, 4001. (Ref. J. A. Allan/S.6651/mvr.)

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

In the matter between **ABSA Bank Ltd**, trading as Trust Bank & Volkskas Bank (formerly trading as Bankorp Ltd), Execution Creditor, and **David Petrus Johannes de Bruin**, Execution Debtor

In pursuance of a judgment in the Magistrate's Court of Durban, dated 16 September 1993, and a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 2 March 1995 at 14:00, in front of the Magistrate's Court-house, Somtseu Road, Durban, to the highest bidder:

Property description: Subdivision 84, of Lot 106, Bellair, situated in the City of Durban, Administrative District of Natal, in extent 1 092 (one thousand and ninety-two) square metres.

Postal address: 75 Rosewane Road, Bellair, Durban.

Improvements: Brick under tile dwelling consisting of lounge/dining-room, three bedrooms, two bathrooms (en-suite with bath), kitchen, servant's room, garage and fenced.

The nature, extent, condition and existence of the improvements are not guaranteed, and are sold voetstoots.

Zoning (the accuracy hereof is not guaranteed): Special Residential.

1. The sale shall be subject to the Magistrates' Courts Act, No. 32 of 1944 (as amended), and the rules made thereunder.
2. The purchaser (other than the Execution Creditor) shall pay a deposit of 10% (ten per centum) of the purchase price or R500, whichever is the greater, and the auctioneer's charges in cash at the time of the sale.
3. The balance of the purchase price is payable against the transfer to be secured by a bank or building society guarantee approved by the Execution Creditors' attorneys and to be furnished within fourteen (14) days after the date of sale.
4. The purchaser shall be liable for the payment of interest at the rate of 25% (twenty-five per centum) per annum to the Execution Creditor from the date of sale to date of registration of transfer.
5. Transfer shall be effected by the attorneys for the Execution Creditor, and the purchaser shall pay all transfer costs, including arrear and current rates, sewerage connection fees (if any), taxes and any other charges necessary to effect transfer on request by the said attorneys.
6. The full conditions of sale may be inspected at the offices of the Sheriff of the Magistrate's Court, 21 Stafmayer House, Beach Grove, Durban, and interested parties are asked to contact the Execution Creditor who may be prepared to grant loan facilities to an approved purchaser.

Dated at Durban on this the 4th day of January 1995.

Jacobs & Partners, Execution Creditors' Attorneys, 1401 Escoval House, 437 Smith Street, Durban. (Ref. Coll/T93/302.)

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 **Vidyanand Mahabeer**, First Defendant, and **Mary Edith Mahabeer**, 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: Lot 1563, Isipingo (Extension 8), situated in the Borough of Isipingo and in the Amanzimtoti Regional Water Services Area, Administrative District of Natal, in extent 1 596 (one thousand five hundred and ninety-six) square metres, held under Deed of Transfer T19681/1974.

Physical address: 6 Kings Crescent, Isipingo Beach, Natal. *Zoning:* Special Residential.

The property consists of the following: House: Brick under tile roof, garage: Attached to main house, two bedrooms: one en suite with shower and toilet, bathroom: Bath/shower/toilet, lounge (carpeted), no dining-room, kitchen: Cement floor, no fitted cupboards, servants' quarters: Attached to garage and property is partly fenced with a concrete fence.

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 January 1995.

Goodrickes, Plaintiff's Attorneys, 24th Floor, 320 West Street, Durban, 4001. (Ref. J. A. Allan/S.6841/mvr.)

Case 32682/94

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 **Devaraj Ankadu**, First Defendant, and **Muniamma Ankadu**, married in c.o.p., Second Defendant

In pursuance of a judgment granted on 10 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 Tuesday, 28 February 1995 at 10:00, in front of the Magistrate's Court, Chatsworth.

Description: Subdivision 879 (of 823) of Lot 107, Chatsworth, situated in the City of Durban, Administrative District of Natal, in extent (245) square metres. *Postal address:* House 37, Road 749, Montford, Chatsworth.

Improvements: Semi detached double storey block under asbestos roof dwelling comprising of two bedrooms, lounge, kitchen, toilet, bathroom and fenced yard.

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, Chatsworth, 12 Oak Avenue, Kharwastan.

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 1430 813:RN.)

Case 3909/93

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

In the matter between **Nedcor Bank Limited**, Execution Creditor, and **Louis Michel Delpaul**, First Execution Debtor, and **Ingrid Sharon Delpaul**, Second Execution Debtor

In pursuance of a judgment granted on 12 February 1993 in the Magistrate's Court for the District of Durban, held at Durban, and a writ of execution issued thereunder, the immovable property listed hereunder will be sold in execution on Tuesday, 28 February 1995 at 14:00, in front of the Magistrate's Court, Somtseu Road Entrance, Durban:

Description: Subdivision 4 of Lot 808, Brickfield, situated in the City and of Durban, Administrative District of Natal, in extent one thousand two hundred and twenty (1 220) square metres, held under Deed of Transfer T15045/91, street address 37 Collingham Road, Sherwood, Durban.

Improvements: A brick under tile house consisting of lounge, dining-room, three bedrooms (one with built in wardrobes), kitchen with built-in cupboards, bathroom, toilet, bar lounge, verandah and car port. *Outbuildings:* Servant's room and toilet/shower. *Zoning:* Special Residential (nothing guaranteed).

The sale shall be for rands and no bids of less than one hundred rand (R100,00) shall be accepted.

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

1. The purchaser shall pay a deposit of ten per cent (10%) of the purchase price in cash immediately after the sale and the balance against transfer to be secured by a bank or building society guarantee to be approved by the Plaintiff's attorneys, to be furnished to the Sheriff of the Court or the auctioneer within fourteen (14) days after the sale.

2. The purchaser shall be liable for interest at the rate of 18% (eighteen per centum) per annum to the bondholder, Nedperm Bank Limited (now named Nedcor Bank Limited), on the amount of the award to the Plaintiff and the plan of distribution, calculated as from the date of sale to date of transfer, both days inclusive.

3. Transfer shall be effected by the attorneys for the Execution Creditor and the purchaser shall pay all transfer costs, including transfer duty, current rates and other necessary charges to effect transfer upon request by the said attorney.

4. The property and the improvements thereon are sold voetstoots and without warranties.

5. The full conditions of sale may be inspected at the office of the Sheriff of the Magistrate's Court, Durban North, 15 Milne Street, Durban.

Dated at Durban this 18th day of January 1995.

Livingston Leandy Inc., Execution Creditor's Attorneys, 10th Floor, First National Bank Building, corner of Smith and Field Streets, Durban. (Ref. G. A. Pentecost.)

Case 80224/93

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 **Abdul Ghalib Ebrahim**, First Defendant, and **Sarah Bee Ebrahim**, married in community of property, Second Defendant

In pursuance of a judgment granted on 14 July 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, 28 February 1995 at 10:00, in front of the Magistrate's Court, Chatsworth:

Description: Subdivision 204 (of 278) of Lot 103, Chatsworth, situated in the City of Durban, Administrative District of Natal, in extent 275 square metres.

Postal address: 1298 Summerfield Road, Bayview, Chatsworth.

Improvements: Semi-detached block under asbestos roof dwelling comprising two bedrooms, lounge, kitchen, toilet and bathroom.

Outbuildings: Garage, two rooms and toilet/bathroom.

Vacant possession is not guaranteed.

Nothing in respect of the sale notice is guaranteed.

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at Sheriff's Office, Chatsworth, 12 Oak Avenue, Kharwastan.

A substantial bank loan can be raised for an approved purchaser with prior approval.

Dated at Durban on this 13th day of January 1995.

Mulla & Mulla, Plaintiff's Attorneys, Second Floor, Halvert House, 412 Smith Street, Durban, 4000. (Tel. 307-7377.) (Ref. 12 1430 724:RN.)

Case 1670/94

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 **Sibusiso Michael Ngubane**, 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, 24 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 631, Inanda Glebe, Administrative District of Natal, in extent six hundred and thirty-three (633) square metres, held under Certificate of Registered Grant of Leasehold TL641/92.

Street address: 631 Inanda Glebe, Inanda.

Improvements: A block under tile house with water and lights, consisting of three bedrooms, lounge, kitchen, toilet and bathroom.

Zoning: Special Residential (nothing guaranteed).

The full conditions of sale may be inspected at the office of the Sheriff, Inanda Area 1, 2 Mount View Shopping Centre, corner of Inanda and Jacaranda Roads, Verulam. [Tel. (0322) 33-1037.]

Dated at Durban on this 19th day of January 1995.

Livingston Leandy Inc., Plaintiff's Attorneys, 10th Floor, First National Bank Building, corner of Smith and Field Streets, Durban. (Ref. G. A. Pentecost.)

Case 7192/94

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 **Russell Lundie**, 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, 24 February 1995 at 10:00:

Description: Section 15, as shown and more fully described on Sectional Plan SS1/1982, in the scheme known as Strelitzia Gardens, in respect of the land and building or buildings situated at Pinetown, Local Authority of Pinetown, of which the floor area according to the said sectional plan is 77 (seventy-seven) square metres in extent, and an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan, held under Certificate of Registered Sectional Title 1/1982 (15) (Unit).

Physical address: 13 Strelitzia Gardens, Lilyvale Road, Pinetown, Natal.

Zoning: Special Residential.

The property consists of the following: Second floor flat comprising an entrance hall, living/dining-room, two bedrooms, bathroom, toilet, kitchen and verandah.

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 Samkit Centre, 62 Caversham Road, Pinetown, Natal.
Dated at Durban this 18th day of January 1995.
Goodrickes, Plaintiff's Attorneys, 24th Floor, 320 West Street, Durban, 4001. (Ref. J. A. Allan/S.7082/mvr.)

Case 70410/94

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

In the matter between **NBS Bank Limited**, Execution Creditor, and **Lynn van Rensburg**, Execution Debtor

In pursuance of a judgment granted on 15 November 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 Thursday, 23 February 1995 at 10:00, in front of the Magistrate's Court, Somtseu Road, Durban, to the highest bidder:

Description: A certain piece of land being:

- (a) Section 26, as shown and more fully described on Sectional Plan SS22/1976, in the scheme known as Zeezicht, in respect of the land and building or buildings situated at Kingsburgh, of which the floor area, according to the said sectional plan is 74 (seventy-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.

Postal address: 52 Zeezicht, Beach Road, Amanzimtoti.

Improvements: Two bedrooms, bathroom, toilet (combined), open plan kitchen, lounge and dining-room (combined) and under cover parking.

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 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, Durban South, or at our offices.
Meumann & White, Plaintiff's Attorneys, Fourth Floor, Founders House, 15 Parry Road, Durban. (Ref. Mr Berry/vdg/028391.)

Case 10187/94

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 **Santa Cruz Investments CC**, First Execution Debtor, **Kenneth Charles Whittaker**, Second Execution Debtor, **Gregory Charles Whittaker**, Third Execution Debtor and **Brian Percival O'Sullivan**, Fourth Execution Debtor

In pursuance of a judgment in the Court for the Magistrate of Pinetown and writ of execution dated 22 November 1994, the property listed hereunder will be sold in execution on 3 March 1995 at 10:00, at the front entrance to the Magistrate's Court, 22 Chancery Lane, Pinetown, to the highest bidder:

Lot 35, New Germany, situated in the Borough of New Germany, and in the Port Natal-Ebhodwe Joint Services Board Area, Administrative District of Natal, in extent one comma two four three (1,2143) hectares.

Postal address: 37 Bohmer Road, New Germany, KwaZulu-Natal.

Town-planning zoning: Residential.

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

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 23rd day of January 1995.

King & Associates, Attorney for Execution Creditor, Fourth Floor, NBS Centre, Hill Street, Pinetown. (Tel. 701-1561.) (Ref. Mr Jenkins/nem/02/N012/326.)

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 **Gail Beryl Rossouw**, Execution Debtor

In pursuance of a judgment in the Court for the Magistrate of Pinetown and writ of execution dated 15 November 1994, the property listed hereunder will be sold in execution on 3 March 1995 at 10:00, at the front entrance to the Magistrate's Court, 22 Chancery Lane, Pinetown, to the highest bidder:

Subdivision 1 of Lot 3034, Pinetown, situated in the Borough of Pinetown, and in the Pinetown Regional Water Services Area, Administrative District of Natal, in extent one thousand three hundred and fifty-five (1 355) square metres.

Postal address: 14 Cavell Place, Pinetown, KwaZulu-Natal.

Town-planning zoning: Residential.

The following improvements are reported to be on the property, but nothing is guaranteed: A single storey brick and tile dwelling consisting of lounge, dining-room, kitchen, three bedrooms, one and a half bathrooms, shower, two w.c.'s, garage, servant's room, w.c., brick drive-way, brick retaining wall 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 23rd day of January 1995.

King & Associates, Attorney for Execution Creditor, Fourth Floor, NBS Centre, Hill Street, Pinetown. (Tel. 701-1561.) (Ref. Mr Jenkins/nem/02/N012/340.)

Case 10188/94

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 **Twenty Hillside Investments CC**, First Execution Debtor, and **Gregory Charles Whittaker**, Second Execution Debtor, **Kenneth Charles Whittaker**, Third Execution Debtor and **Brian Percival O'Sullivan**, Fourth Execution Debtor

In pursuance of a judgment in the Court for the Magistrate of Pinetown, and writ of execution dated 21 November 1994, the property listed hereunder will be sold in execution on 3 March 1995 at 10:00, at the front entrance to the Magistrate's Court, 22 Chancery Lane, Pinetown, to the highest bidder:

A unit consisting of:

(a) Section Five (5), as shown and more fully described on Sectional Plan SS325/93, in the scheme known as Pineview, in respect of the land and building or buildings situated at New Germany, Local Authority New Germany, of which the floor area, according to the said sectional plan is one hundred and twenty-four (124) square metres in extent; and

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

Postal address: 20 Pineview, Bohmer Road, New Germany, KwaZulu/Natal.

Town planning zoning: Residential.

The following improvements are reported to be on the property, but nothing is guaranteed: A brick and tile duplex consisting of lounge, dining-room, kitchen, three bedrooms, one and a half bathroom, shower, two w.c.'s and single garage. Common property facilities, garden and parking.

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 24th day of January 1995.

King & Associates, Attorney for Execution Creditor, Fourth Floor, NBS Centre, Hill Street, Pinetown. (Tel. 701-1561.) (Ref. Mr Jenkins/nem/02/N012/328.)

Case 10189/94

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 **Fifteen Hillside Investments CC**, First Execution Debtor, and **Gregory Charles Whittaker**, Second Execution Debtor, **Kenneth Charles Whittaker**, Third Execution Debtor and **Brian Percival O'Sullivan**, Fourth Execution Debtor

In pursuance of a judgment in the Court for the Magistrate of Pinetown, and writ of execution dated 21 November 1994, the property listed hereunder will be sold in execution on 3 March 1995 at 10:00, at the front entrance to the Magistrate's Court, 22 Chancery Lane, Pinetown, to the highest bidder:

A unit consisting of:

(a) Section One (1), as shown and more fully described on Sectional Plan SS325/93, in the scheme known as Pineview, in respect of the land and building or buildings situated at New Germany, Local Authority New Germany, of which the floor area, according to the said sectional plan is one hundred and twenty-four (124) square metres in extent; and

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

Postal address: 16 Pineview, Bohmer Road, New Germany, KwaZulu/Natal.

Town planning zoning: Residential.

The following improvements are reported to be on the property, but nothing is guaranteed: A brick and tile duplex consisting of lounge, dining-room, kitchen, three bedrooms, one and a half bathroom, shower, two w.c.'s and single garage. Common property facilities, garden and parking.

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 24th day of January 1995.

King & Associates, Attorney for Execution Creditor, Fourth Floor, NBS Centre, Hill Street, Pinetown. (Tel. 701-1561.) (Ref. Mr Jenkins/nem/02/N012/325.)

Case 4088/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Craig Bruce Millan**, Defendant

1. The following property shall be sold by the Sheriff, Supreme Court, Pinetown, on 17 February 1995 at 10:00, at the front entrance of the Magistrate's Court, 22 Chancery Lane, Pinetown, to the highest bidder with a reserve price of R110 000,00, together with interest thereon at the rate of 23,25% (twenty-three comma two five per cent) per annum calculated on a daily balance and compounded monthly from 26 August 1993 to 31 October 1993 and at the rate of 22,25% (twenty-two comma two five per cent) per annum, calculated on a daily balance and compounded monthly from 1 November 1993 to date of payment in full:

Subdivision 1 of Lot 884, Westville, Borough of Westville, Administrative District of Natal, in extent 1 800 square metres, and situated at 30 Grace Avenue, Westville.

2. Improvements and zoning (which are not guaranteed to be correct):

2.1 The property is zoned Special Residential;

2.2 the following improvements have been made to the property (the nature and condition and existence of which are not guaranteed and are sold voetstoots): One brick under asbestos dwelling consisting of a single garage, servant's room and separate toilet and shower.

3. *Terms:*

3.1 No special terms of exemptions other than those stated are believed to exist;

3.2 the successful bidder is required to pay a deposit of 10% (ten per centum) of the purchase price, plus the Sheriff's charges [being 5% (five per cent) on the first R20 000 of the purchase price and 3% (three per cent) on the balance, with a maximum fee of R6 000], in cash or by bank-guaranteed cheque or bank letter of authority on conclusion of the sale;

3.3 the full conditions of sale may be inspected at the office of the Sheriff, Supreme Court, Pinetown, at 2 Samkit Centre, 62 Caversham Road, Pinetown, and all interested parties are advised to become fully acquainted therewith and with the property before the sale.

Dated at Durban this 9th day of January 1995.

Norman Macritchie & Craig Buck, Plaintiff's Attorneys, 1501 Metal Industries House, Ordnance Road, Durban. (Ref. NJM/JST/ZN0334/1.)

Case 981/94

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

In the matter between **ABSA Bank Limited** (United Bank Division), Execution Creditor, and **Arthus Vernon MacCartney Winterton**, Execution Debtor

In pursuance of a judgment granted on 26 April 1994, in the Court of the Magistrate, Port Shepstone, and under a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on Friday, 24 March 1995 at 11:00, in front of the Magistrate's Court, on the front steps, Port Shepstone, to the highest bidder:

Description: A certain piece of land being Subdivision 2 of Lot 536, Sunwich Port, situated in the Borough of Port Shepstone, in extent 1 170 square metres.

Postal address: Subdivision 2 of Lot 536, Sunwhich port, Anerley.

Improvements: Dwelling under brick and tile consisting of single garage, servant's toilet, lounge, dining-room, kitchen, two bedrooms (one main en suite) and bathroom.

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 at the time of 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, Port Shepstone, or at our offices.

Dated at Durban this 24th day of January 1994.

Meumann & White, Plaintiff's Attorneys, Fourth Floor, Founders House, 15 Parry Road, Durban. (Ref. Mr Berry/vdg/022626.)

Case 49962/86

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

In the matter between **ABSA Bank Limited** (Reg. No. 86/04794/06), Execution Creditor, and **Mrs Muniammah**, First Execution Debtor, and **Mr Dhanabalan Chetty**, Second Execution Debtor

In pursuance of a judgment granted on 16 February 1987, in the Durban Magistrate's Court, and under a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on Tuesday, 7 March 1995 at 14:00, in front of the Magistrate's Court, Somtseu Road, Durban, to the highest bidder:

Description: A certain piece of land being: Subdivision 22 of Lot 18, Duiker Fontein, situated in the City of Durban, Administrative District of Natal, measuring 675 (six hundred and seventy-five) square metres.

Postal address: 10 Fraser Place, Duikerfontein, Durban.

Improvements: Detached brick under tile dwelling consisting of lounge, dining-room, kitchen, laundry, four bedrooms, bathroom, toilet and verandha. *Outbuildings:* Garage, staffroom, toilet and shower.

Town-planning: Zoning: Special Residential 650. *Special privileges:* Nil.

Nothing is guaranteed in these respects.

Material conditions:

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act, and the rules made thereunder.
2. The purchaser shall pay a deposit of 10% (ten per centum) of the purchase price in cash or by a bank-guaranteed cheque at the time of the sale, the balance against transfer to be secured by a bank or building society guarantee to be approved by the Plaintiff's attorneys to be furnished to the Magistrate's Court Sheriff within 14 (fourteen) days after the date of sale.
3. If more than one property is to be sold, the properties may be purchased separately, unless this is precluded by the conditions of title or law.

The full conditions may be inspected at the offices of the Sheriff for the Magistrate's Court, 15 Milne Street, Durban, or at our offices.

Dated at Durban on this 18th 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/097/001399/Mrs Chelin.)

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

In the matter between **kwaZulu Finance & Investment Corporation Limited**, Plaintiff, and **Vusi Cyprian Mazeka**, Defendant.

In pursuance of a judgment on 11 May 1993, in the Umlazi Magistrate's Court, and under a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 1 March 1995 at 10:00, the main south entrance to the Magistrate's Court, Umlazi (near the National Flag Post) to the highest bidder:

Description: A certain piece of land, being Ownership Unit No. E1056, in extent 441 (four hundred and forty-one) square metres, situated in the Township of Umlazi, represented and described on General Plan BA18/1966, held by virtue of Deed of Grant G1180/14.

Physical address: Ownership Unit E1056, Umlazi.

The property has been improved by the erection of a dwelling house thereon, consisting of a single storey brick/plaster and asbestos dwelling [54 (fifty-four) square metres] comprising kitchen, lounge, two bedrooms and bathroom. Municipal electricity, water supply and sanitation: Local Authority. *Improvements:* Fencing.

Nothing is guaranteed in respect of such improvements on the property.

1. The sale shall be subject to the terms and conditions of the Magistrates' 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 information from the said financial institution to the effect that the purchaser qualifies for a loan, which shall not be less than the purchase price.

3. The purchaser shall be liable for payment of interest at the rate of 17,25% (seventeen comma two five per centum) per annum to the Plaintiff from the date of sale to date of payment of the balance of the purchase price.

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

5. Vacant occupation and possession of the property is not guaranteed.

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

Dated at Durban on this the 25th day of January 1995.

Strauss Daly Inc., Plaintiff's Attorneys, 11th Floor, The Marine, 22 Gardiner Street, Durban. (Ref. Z11805/26.)

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

In the matter between **Ana Capri Body Corporate**, Plaintiff, and **Clifford Ncobela**, Defendant.

In pursuance of a judgment of the above Honourable Court, dated 2 August 1994, a sale in execution will be held on 2 March 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 21, as shown and more fully described on Sectional Plan SS371/1984, in the scheme known as Ana Capri, in respect of the land and building or buildings situated in Durban, of which the floor area, according to the said sectional plan is 51 (fifty-one) 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 21 Ana Capri, 138 St Andrews Street, Durban.

Improvements:

The following information is furnished but nothing is guaranteed in this regard:

The property consists of flat comprising bedrooms, lounge, kitchen, toilet and bathroom.

The sale shall be subject to the following conditions:

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

2. The purchaser (other than the Execution Creditor) shall pay a deposit of 10% (ten per centum) of the purchase price in cash at the time of the sale.

3. The full conditions of sale may be inspected at the office of the Sheriff of the Magistrate's Court, Durban Central, 21 Stafmayer House, Beach Grove, Durban.

Dated at Durban on this 24th day of January 1995.

De Villiers Evans & Petit, Plaintiff's Attorneys, 41 Acutt Street, Durban. (Ref. Mrs Singh/J233.7106/94.)

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

In the matter between **Nedcor Bank Limited** (Reg. No. 51/00009/06), Execution Creditor, and **William Kennedy Kruger**, First Execution Debtor, and **Kathleen May Kruger**, Second Execution Debtor, and **Krishna Krishna**, Third Execution Debtor.

In pursuance of a judgment in the Court of the Magistrate at Port Shepstone, and the warrant of execution issued pursuant thereto on 5 October 1994, the immovable property described as:

Lot 856, Margate Extension 3, situated in the Borough of Margate, and in the Southern Natal Joint Services Board Area, Administrative District of Natal, in extent 1 037 (one thousand and thirty-seven) square metres, held under Deed of Transfer T00157/94, and situate in George Miller Road, Margate Extension 3, will be sold in execution on Friday, 3 March 1995 at 09:00, on the Court-house steps of the Magistrate's Court, Port Shepstone, on terms and conditions which will be read out at the time of the sale and which may in the meantime be inspected at the office of Messrs Barry, Botha & Breytenbach Inc., the Plaintiff's Attorneys, 16 Bisset Street, Port Shepstone.

The material terms and conditions of the sale are as follows:

(a) (i) The purchase price shall be paid as to 10% (ten per centum) of the outstanding amount due to the Plaintiff at the time of the sale into the trust account of Plaintiff's conveyancers who shall invest this in an interest bearing account. All interest earned thereon shall be for the purchaser's benefit.

(ii) The Sheriff shall, if requested by the Plaintiff at any time prior to or after the commencement of the bidding, require any bidder other than the Plaintiff to deposit with him in cash or by way of a bank-guaranteed cheque an amount equal to 10% (ten per centum) of the amount owing to the Plaintiff before accepting any bid or further bid from such bidder.

(b) The balance of the purchase price together with interest at the rate payable to the Plaintiff at the time of this sale on the amount of the Plaintiff's claim and calculated from the date of sale until the date of transfer shall be paid and secured by a bank or building society guarantee in a form acceptable to the Plaintiff's conveyancers. This guarantee shall be delivered to the Plaintiff's conveyancers within 14 days of the date of sale.

(c) The purchaser shall pay to the local authority or any other authority entitled thereto such rates, taxes, transfer duty or VAT where applicable and other amounts whatsoever owing on the property together with any other amounts which must in law be paid to procure transfer of the property.

(d) The purchaser shall pay to the Sheriff on the date of sale his commission calculated at 5% (five per centum) on the first R20 000 (twenty thousand rand) of the purchase price, and 3% (three per centum) on the outstanding balance, subject to a maximum commission of R6 000 (six thousand rand) and a minimum commission of R200 (two hundred rand).

(e) The property shall be sold subject to any valid existing tenancy (if any).

Neither the Plaintiff nor the Sheriff give any warranty as to the state of the property which is sold voetstoots.

(g) The risk in and to the property shall pass to the purchaser on the date of sale.

The property is improved by dwelling under brick and tile, consisting of open plan lounge, kitchen and dining-room, main bedroom with bathroom-on-suit, two bedrooms, bathroom, small courtyard, double garage (no doors).

Dated at Port Shepstone on this 23rd day of January 1995.

Barry, Botha & Breytenbach Inc., Plaintiff's Attorneys, 16 Bisset Street, Port Shepstone. (Ref. E. R. Barry/NP086/01NP01586.)

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

In the matter between **KwaZulu Finance & Investment Corp. Ltd**, Plaintiff, and **Mandlakayise S. D. Gumede**, Defendant

In pursuance of a judgment granted on 19 September 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 3 March 1995 at 10:00, to be held at Magistrate's Court, Reinold Street, Melmoth:

1. (a) *Deeds office description*: Ownership Unit D546, situated in the Township of Ulundi, District of Mahlabatini, in extent 688 (six hundred and eighty-eight) square metres.

1. (b) *Street address*: Unit D546, Ulundi Township, District of Mahlabatini.

1. (c) *Property description* (not warranted to be correct): Single storey block under tiled 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 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, Mahlabatini, and at the office of the Sheriff of the Magistrate's Court, Reinold Street, Melmoth.

3. The sale shall be by public auction without reserve to the highest bidder.

Dated at Empangeni this 23rd day of January 1995.

Truter James de Ridder, Lincoln's Inn, 1 Victoria Lane, 7 Maxwell Street, Empangeni. [Ref. Mr De Ridder/AEH/756/94 (05/K600/756).]

Case 5072/94

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 **Dennis Bobbejaan Mhlongo**, Defendant

In pursuance of a judgment granted on 7 October 1994 in the above Court, and a warrant of execution issued thereafter, the immovable property listed hereunder shall be sold in execution issued thereafter, the immovable property listed hereunder shall be sold in execution to the highest bidder on 2 March 1995 at 11:00, to be held at the front steps of the Magistrate's Court, Union Street, Empangeni:

1. (a) *Deeds office description*: Ownership Unit A550, situated in the Township of Nseleni, District of Enseleni, in extent 450 (four hundred and fifty) square metres.
1. (b) *Street address*: Ownership Unit A550, Nseleni Township, District of Enseleni.
1. (c) *Property description* (not warranted to be correct): Single storey block under asbestos roof dwelling comprising of lounge, one bedroom, 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 23rd day of January 1995.

Truter James de Ridder, Lincoln's Inn, 1 Victoria Lane, 7 Maxwell Street, Empangeni. [Ref. Mr De Ridder/AEH/23/94 (05/K771/23).]

Case 8045/93

IN THE SUPREME COURT OF SOUTH AFRICA
(Durban and Coast Local Division)In the matter between **NBS Bank Limited**, Plaintiff, and **Jacobus Albertus Coetzee**, First Defendant, **Frank Edwin du Toit**, Second Defendant, and **Esithebe Home Appliances (Proprietary) Limited**, Third Defendant

In pursuance of a judgment granted on 8 September 1994 in the above Honourable Court and under a writ of execution issued thereafter, the immovable properties listed hereunder shall be sold in execution to the highest bidder on 24 February 1995 at 09:00, in front of the Magistrate's Court Building, Mtunzini:

The properties are described as follows:

1. Lot 57, Tugela Mouth, situated in the development area of Tugela Mouth, Administrative District of Natal measuring 3 216 (three two one six) square metres.

Street address: Lot 57, Tugela Mouth.

Improvements: A dwelling of plastered brick under concrete tiles comprising of lounge/dining area, enclosed verandah, kitchen, bathroom, separate toilet and shower and three bedrooms. An outbuilding of concrete block under corrugated iron roof comprising a three bay garage. A second outbuilding of brick under tile comprising a servant's room, ablutions and single garage.

2. Lot 58, Tugela Mouth, situated in the development area of Tugela Mouth, Administrative District of Natal, measuring 3 160 (three one six zero) square metres.

Street address: Lot 58, Tugela Mouth.

Improvements: A dwelling of plastered brick under concrete tiles with ducted air-conditioning, comprising: Kitchen, dining area, bathroom, four bedrooms (main bedrooms with bathroom en suite), lounge, enclosed verandah. An outbuilding of brick under tiles, corrugated iron and asbestos comprising two double garages, two servants' rooms, shower and toilet. A second outbuilding, a rondavel of concrete brick under thatch comprising a room with toilet and basin. Swimming-pool with slasto surround.

Zoning: Residential (the nature, extent, condition and the existence of the improvements to both the properties are not guaranteed and are sold voetstoots).

1. The properties will be sold individually and the sale shall be subject to the Supreme Court Act No. 59 of 1959 (as amended) and the rules of Court made thereunder.

2. No bid for less than one hundred rand (R100,00) shall be accepted and the purchaser (other than the Execution Creditor) shall pay a deposit of 10% (ten per cent) of the purchase price and the auctioneers charges in cash at the time of the sale.

3. 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 within 14 (fourteen) days from the date of the sale.

4. The purchaser shall be liable for payment of interest at the rate of 18% (eighteen per cent) per annum to the Execution Creditor on the amount to be awarded to the Execution Creditor in the plan of distribution from the date of sale to date of registration of transfer.

5. The transfer shall be effected by the attorneys for the Execution Creditor and the purchaser shall pay all transfer costs, including arrear and current rates, sewerage connection fees (if any), taxes and all other charges necessary to effect transfer on request by the said attorneys.

6. The full conditions of sale may be inspected at the office of the Sheriff of the Supreme Court, 8 Hulley Avenue, Mtunzini [Tel. (0353) 40-1750] or at the offices of the attorneys for the Execution Creditor.

Dated at Durban this day of January 1995.

Livingston Leandy Inc., Plaintiff's Attorneys, 10th Floor, First National Bank Building, corner of Smith and Field Streets, Durban. (Tel. 304-6861.) (Fax. 305-1225.) (Ref. R. Monk/LM/16N349149.)

Case 29766/94

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

In the matter between **NBS Bank Limited**, Plaintiff, and **Vusumuzi Thomas Sithole**, Defendant

In pursuance of a judgment in the Court of the Magistrate at Pietermaritzburg dated 6 January 1995, 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:

Site 1047 (Unit BB) in Township Edendale East, District of Pietermaritzburg, in extent one thousand two hundred and forty (1240) square metres.

The following information is furnished regarding the property, but is not guaranteed:

The property is physically situated at Lot 1047 (BB) Edendale, Pietermaritzburg, which property consists of land improved by a single-storey dwelling-house under blocks and tile, comprising three bedrooms, two bathrooms, two w.c.'s, lounge, dining-room and kitchen. No outbuildings.

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 23rd day of January 1995.

R. A. J. P. Dawson, for Leslie Simon Pretorius & Dawson, Attorneys for Plaintiff, Johnson House, 19 Theatre Lane, Pietermaritzburg, 3201.

Case 30821/94

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

In the matter between **NBS Bank Limited**, Plaintiff, and **George Edward Havemann**, Defendant

In pursuance of a judgment in the Court of the Magistrate of Pietermaritzburg dated 13 January 1995, 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:

Fully described as a unit consisting of (a) Section 40, as shown and more fully described as Sectional Plan SS11/1979, in the scheme known as Kemsley, in respect of the land and buildings situated at Pietermaritzburg on which section the floor area, according to the sectional plan is 85 (eighty-five) square metres in extent; and (b) an undivided share in the common property in the scheme apportioned to the said action in accordance with the participation quota as endorsed on the said sectional plan.

The following information is furnished regarding the property, but is not guaranteed:

The property is physically situated at 40 Kemsley, 231 Berg Street, Pietermaritzburg, which property consists of a flat under sectional title with floor area of 85 (eighty-five) square metres and comprises two bedrooms, bathroom, shower and w.c., lounge/dining-room, kitchen and enclosed balcony. The flat has common facilities in respect of garden, drying area and parking and includes an 18 (eighteen) square metre garage. The flat is north facing and has a very modern kitchen layout including eye level oven and hob.

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 23rd day of January 1995.

R. A. J. P. Dawson, for Leslie Simon Pretorius & Dawson, Attorneys for Plaintiff, Johnson House, 19 Theatre Lane, Pietermaritzburg, 3201.

Case 17225/94

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

In the matter between **NBS Bank Limited**, Plaintiff, and **Ismail Shaik Fareed**, Defendant

In pursuance of a judgment in the Court of the Magistrate at Pietermaritzburg dated 16 January 1995, 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:

Remainder of Subdivision 5 of Lot 235, Raisethorpe, Administrative District of Natal, in extent six hundred and twenty-six (626) square metres.

The following information is furnished regarding the property, but is not guaranteed:

The property is physically situated at 238 Khan Road, Raisethorpe, Pietermaritzburg, which property consists of land improved by a double-storey dwelling-house under brick and tile, comprising five bedrooms, two w.c.'s, two bathrooms, lounge, dining-room, study, TV-room, prayer room, recreation room, balcony, front verandah and kitchen. Outbuilding consists of a garage.

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 26th day of January 1995.

R. A. J. P. Dawson, for Leslie Simon Pretorius & Dawson, Attorneys for Plaintiff, Johnson House, 19 Theatre Lane, Pietermaritzburg, 3201.

Case 15662/94**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PIETERMARITZBURG HELD AT PIETERMARITZBURG**

In the matter between **NBS Bank Limited**, Plaintiff, and **Bridgmohan Singh**, Defendant

In pursuance of a judgment in the Court of the Magistrate at Pietermaritzburg dated 17 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 8 of Lot 138, Raisethorpe, situated in the City of Pietermaritzburg, Administrative District of Natal, in extent four hundred and fifty-seven (457) square metres.

The following information is furnished regarding the property, but is not guaranteed:

The property is physically situated at 8 Jarrier Road, Raisethorpe, Pietermaritzburg, which property consists of land improved by a double-storey dwelling-house under brick and tile comprising three bedrooms, two and a half bathrooms, shower, four w.c.'s, lounge, dining-room, study, kitchen, pantry, prayer room with an entrance hall, front verandah and front and rear balconies. Outbuilding comprises garage with attached sundeck above, together with laundry. The property is burglar proofed and has a comprehensive alarm system and is fenced with brick and concrete walls.

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 26th day of January 1995.

R. A. J. P. Dawson, for Leslie Simon Pretorius & Dawson, Attorneys for Plaintiff, Johnson House, 19 Theatre Lane, Pietermaritzburg, 3201.

Case 4963/91**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PIETERMARITZBURG HELD AT PIETERMARITZBURG**

In the matter between **Nedperm Bank Limited**, Execution Creditor, and **Ametha Devi Ramnath**, First Execution Debtor, and **Ravinath Ramnath**, Second Defendant

In pursuance of a judgment in the Court of the Magistrate at Pietermaritzburg dated 24 April 1991 the following immovable property will be sold in execution on 24 February 1995 at 11:00, at the Sheriff's Sale-room, 277 Berg Street, Pietermaritzburg, to the highest bidder:

Subdivision 3253 (of 3232), of the farm Northdale 14914, situated in the City of Pietermaritzburg, Administrative District of Natal, in extent 658 (six hundred and fifty-eight) square metres, situated at 325 Balhambra Way, Northdale, Pietermaritzburg.

The following information is furnished regarding the property, but is not guaranteed:

A single-storey dwelling-house constructed of concrete under iron roof, consisting of lounge, dining-room, three bedrooms, bathroom and kitchen.

Material conditions of sale:

The purchaser shall pay 10% (ten per cent) of the purchase price in cash at the time of sale and the balance shall be paid or secured by a bank or building society guarantee approved by the Execution Creditor's attorneys, to be furnished to the Sheriff of the Magistrate's Court, 277 Berg Street, Pietermaritzburg, within fourteen (14) days of the date of sale. The full conditions of sale can be inspected at the office of the Sheriff of the Magistrate's Court, 277 Berg Street, Pietermaritzburg, Natal, and interested parties are asked to contact the Execution Creditor who may be prepared to grant loan facilities to an approved purchaser.

Dated at Pietermaritzburg on this 13th day of January 1995.

Tatham Wilkes & Co., Execution Creditor's Attorneys, Fourth Floor, Fedlife House, 251 Church Street, Pietermaritzburg.

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

In the matter between **ABSA Bank Limited**, Plaintiff, and **Siphiwe Ephraim Magumeni Gumede**, Defendant

In execution of a judgment granted by the Supreme Court of South Africa (Natal Provincial Division) on Friday, 2 December 1994 in the above-mentioned 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 Mtunzini, in front of the Magistrate's Court Building, Hely Hutchinson Road, Mtunzini, KwaZulu/Natal, on Friday, 24 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 16 Hulley Avenue, Mtunzini, KwaZulu/Natal, namely:

Site H2165, Esikhawini, situated in the Township of Esikhawini, District of Ongoye, in extent 650 (six hundred and fifty) square metres, which property is physically situated at H2165 Esikhawini, KwaZulu/Natal, and which property is to be held by the above-named Defendant under and by virtue of Deed of Transfer G008288/88.

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 lounge, dining-room, kitchen, three bedrooms, bathroom, toilet and shower.

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) 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 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 Inc., Plaintiff's Attorneys, 10th Floor, United Building, 194 Longmarket Street, Pietermaritzburg.

Case 10862/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF INANDA HELD AT VERULAM

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Dayanandan Moodley**, First Defendant, **Runganayagi Moodley**, Second Defendant, **Neville Moodley**, Third Defendant, **Nasakumaran Dayanandan Moodley**, Fourth Defendant, and **Nagandree Moodley**, Fifth Defendant

In pursuance of a judgment granted in the Magistrate's Court, Durban, on 14 November 1994 and a writ of execution dated 30 November 1994 the immovable property listed hereunder will be sold in execution on 10 March 1995 at 09:00, at the front of entrance of the Magistrate's Court, Moss Street, Verulam:

Description of property: Lot 381, Verulam, situated in the Borough of Verulam and in the Port Natal-Ebhodwe Joint Services Board Area, Administrative District of Natal, in extent 2 013 (two thousand and thirteen) square metres.

Postal address: 64 Garden Street, Verulam.

Improvements: Unit 1: Room, brick under tile dwelling. Unit 2: Brick under tile dwelling comprising four bedrooms, kitchen, toilet and bath, lounge and dining-room. Unit 3: Room, brick under tile dwelling. Unit 4: Brick under tile dwelling comprising three bedrooms, lounge, dining-room and toilet and bath. Unit 5: Room, brick under tile dwelling. Unit 6: Brick under tile dwelling comprising four bedrooms, two kitchens and toilet and bath.

Zoning: Special 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 21% (twenty-one 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 Sheriff's Office, District 2, Suite 7, Foresum Centre, 314 old Main Road, Tongaat.

6. No warranty, undertaking or guarantee is given in regard to any of the matters stated herein.

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

A. Christopher Inc., Plaintiff's Attorneys, Sixth Floor, Permanent Building, 343 Smith Street, Durban.

Case 15664/94

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

In the matter between **NBS Bank Limited**, Plaintiff, and **Ignatia Sizakele Malinga**, 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 Sale Room, 277 Berg Street, Pietermaritzburg, to the highest bidder:

Subdivision 662 (of 181), of the farm Bishopstowe 2587, situated in the City of Pietermaritzburg, Administrative District of Natal, in extent 572 (five hundred and seventy-two) square metres.

The following information is furnished regarding the property, but is not guaranteed: The property is physically situated at 1 Prairie Place, Glenwood, Pietermaritzburg, which property consists of land improved by a single storey dwelling-house under brick and tile, comprising three bedrooms, bathroom, w.c., lounge and kitchen, front verandah but no outbuilding.

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 26th day of January 1995.

Leslie Simon Pretorius & Dawson, Johnson House, 19 Theatre Lane, Pietermaritzburg, 3201.

Case 183/94

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

In the matter between **The Collector of Rates for the Port Shepstone Borough**, Plaintiff, and **H. Jenshen**, Defendant

In pursuance of a judgment in the Court of the Magistrate at Port Shepstone, and the warrant of execution issued pursuant thereto, the immovable property described as Remainder of Lot 101, Sea Park, situated in the Borough of Port Shepstone, and in the Southern Natal Joint Services Board Area, Administrative District of Natal, in extent two thousand four hundred and ninety-three (2 493) square metres, will be sold in execution on Friday, 3 March 1995 at 11:00, on the Court-house steps of the Magistrate's Court, Port Shepstone, on terms and conditions which will be read out at the time of the sale and which may in the meantime be inspected at the office of Barry, Botha & Breytenbach, the Plaintiff's attorneys, 16 Bisset Street, Port Shepstone. The material terms and conditions of the sale are as follows:

(a) The purchase price shall be paid as to 10% (ten per centum) thereof at the time of the sale into the trust account of Plaintiff's conveyancers who shall invest this in an interest bearing account. All interest earned thereon shall be for the purchaser's benefit.

(b) The balance of the purchase price together with interest at the rate payable to the Plaintiff at the time of this sale on the amount of the Plaintiff's claim and calculated from the date of sale until the date of transfer shall be paid and secured by a bank or building society guarantee in a form acceptable to the Plaintiff's conveyancers. This guarantee shall be delivered to the Plaintiff's conveyancers within 14 days of the date of sale.

(c) The purchaser shall pay to the local authority or any other authority entitled thereto such rates, taxes, transfer duty or VAT where applicable and other amounts whatsoever owing on the property together with any other amounts which must in law be paid to procure transfer of the property.

(d) The purchaser shall pay to the Sheriff on the date of sale his commission of the purchase price.

(e) The property shall be sold subject to any valid existing tenancy (if any).

(f) Neither the Plaintiff nor the Sheriff give any warranty as to the state of the property which is sold voetstoots.

(g) The risk in and to the property shall pass to the purchaser on the date of sale.

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

Barry, Botha & Breytenbach, Plaintiff's Attorneys, 16 Bisset Street, Port Shepstone. (Ref. ERB/TG/01BA04003.)

Case 43062/92

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

In the matter between **NBS Bank Limited** (Reg. No. 87/01384/06), Plaintiff, and **Subramoney Bisetty**, First Defendant, **Muniamma Bisetty**, Second Defendant, **Shunmugam Naidoo**, Third Defendant, **Ramachandra Chittiah Naidoo**, Fourth Defendant, **Sundree Subramoney Naidoo**, Fifth Defendant, **Shunmugam Naidoo**, Sixth Defendant, **Monogarey Naidoo**, Seventh Defendant, **Sunkra Naidoo**, Eighth Defendant, and **Kannamma Naidoo**, Ninth Defendant

In pursuance of a judgment granted on 18 December 1992, 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 998 of Lot 85, Chatsworth, situated in the City of Durban, Administrative District of Natal, in extent 953 square metres.

Address: 23 Floradale Road, Silverglen.

Improvements: Double storey brick under concrete slab roof dwelling comprising:

Upstairs: Three bedrooms (all carpeted, two with built in cupboards), lounge, entrance hall tiled with rockery, passage tiled, bathroom with shower and washbasin fully tiled, toilet with washbasin fully tiled, balcony.

Downstairs: Large lounge, bedroom all carpeted, kitchen and pantry tiled, toilet, bathroom, dining-room, courtyard.

Outbuilding: Garage, room, property has precast fencing in front.

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/05N011322.)

Case 1031/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF LOWER TUGELA HELD AT STANGER

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Subba Naidoo**, First Defendant, and **Indrani Naidoo**, Second Defendant

In pursuance of a judgment granted on 7 June 1994, in the Magistrate's Court, Stanger, and under a writ of execution issued thereafter, the immovable property listed hereunder shall be sold in execution to the highest bidder on 3 March 1995 at 10:00, at the front entrance of the Magistrate's Court, Couper Street, Stanger.

Description of property: Lot 1101, Stanger Extension 12, situated in the Borough of Stanger, Administrative District of Natal, in extent nine hundred and twenty-nine (929) square metres.

Physical address: 3 Devshi Road, Stanger.

Improvements: A brick under tile roof dwelling consisting of marley tiled lounge, marley tiled dining-room, kitchen with units and tiled floor, two marley tiled bedrooms, bedroom with en suite, bathroom with toilet and shower.

Zoning: Residential area.

Nothing in the above is guaranteed.

The full conditions of sale may be inspected at the offices of the Sheriff, 116 Couper Street, Stanger.

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

Livingston Leandy Inc., 9 12th Floor, First National Bank Building, corner of Field and Smith Streets, Durban. [Ref. Mrs Perumaul/CG/42N960062 (43D).]

Case 10343/94

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

In the matter between **ABSA Bank Limited**, Plaintiff, and **Sihle Arthur Nzama**, Defendant

In pursuance of a judgment granted on 18 October 1994, in the Court of the Magistrate, Pinetown, and under a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 3 March 1995 at 10:00, at the front entrance, Magistrate's Court, 22 Chancery Lane, Pinetown:

Description: A certain piece of land being Lot 6148, Pinetown Extension 59, situated in the Borough of Pinetown, and in the Port-Natal Ebhodwe Joint Services Board Area, Administrative District of Natal, in extent 1 066 square metres.

Postal address: 12 Bryant Road, Caversham Glen, Pinetown.

Improvements: Brick under tile dwelling, two bedrooms, bathroom/toilet, lounge/dining-room, kitchen, tarred drive and fenced.

Town-planning zoning: Special residential 1.

Nothing is guaranteed in the above respects.

Material conditions:

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

2. (a) The purchaser shall pay a deposit of 10% (ten per centum) of the purchase price and the auctioneer's commission immediately after the sale, and the balance (including the payment of the undermentioned interest) against transfer to be secured by a bank or building society guarantee to be furnished to the Sheriff of the Magistrate's Court within 14 days after the sale. The said guarantee shall be approved by the Plaintiff's attorneys.

(b) The purchaser shall be liable for the payment of interest at the rate payable to the Plaintiff at the time of the sale on the amount of the Plaintiff's claim from date of the sale (and in the event of there being any other preferent creditor, then the interest payable upon such preferent creditor's claim) until the date of transfer, both days inclusive.

3. Transfer shall be effected by the attorneys for the Plaintiff and the purchaser shall pay all transfer costs, including arrear and current rates, sewerage connection fees (if any), taxes, VAT, and all other charges necessary to effect transfer on request by the said attorneys.

The full conditions of sale may be inspected at the office of the Sheriff for the Magistrate's Court, 2 Samkit Centre, 62 Caversham Road, Pinetown, and at the offices of David Gardyne & Partners, Eighth Floor, JBS Building, 78 Field Street, Durban.

Dated at Durban on this 24th day of January 1995.

David Gardyne & Partners, Plaintiff's Attorneys, Eighth Floor, JBS Building, 78 Field Street, Durban. (Ref. D. Gardyne/VL/GAL2170.)

Case 22/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KLIP RIVER HELD AT KLIP RIVER

In the matter between **KwaZulu Finance & Investment Corporation Limited**, Plaintiff, and **Sibusiso Kenneth Sithole**, Defendant

In pursuance of a judgment of the Court of the Magistrate of Ezakheni, and a writ of execution, dated 10 June 1994, the undermentioned property will be sold in execution on 28 February 1995 at 15:00, at the Magistrate's Court, Ezakheni, namely:

A certain House E718, District of Emnambithi.

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 5 Poort Road, Ladysmith.

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 27th day of January 1995.

V. R. H. Southey, for Hopkinds & Southey, Attorneys for Plaintiff, 80 Hardin Street, Newcastle; c/o KwaZulu Finance and Investment Corp., 31 Blou Street, Ezakheni Industrial Estate, P.O. Box 780, Ladysmith.

Case 129/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KLIP RIVER HELD AT KLIP RIVER

In the matter between **KwaZulu Finance & Investment Corporation Limited**, Plaintiff, and **Bekuyise Isaac Mbatha**, Defendant

In pursuance of a judgment of the Court of the Magistrate of Ezakheni, and a writ of execution dated 14 October 1994, the undermentioned property will be sold in execution on 28 February 1995 at 15:00, at the Magistrate's Court, Ezakheni, namely:

A certain Site E674, Ezakheni Township, District of Emnambithi.

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 5 Poort Road, Ladysmith.

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 26th day of January 1995.

V. R. H. Southey, for Hopkins & Southey, Attorneys for Plaintiff, 80 Harding Street, Newcastle; c/o KwaZulu Finance and Investment Corp., 31 Blou Street, Ezakheni Industrial Estate, P.O. Box 780, Ladysmith.

Case 260/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Natal Provincial Division)

In the matter between **ABSA Bank Limited**, Plaintiff, and **Zululand Insulation Contractors CC**, First Defendant, and **Gary Aston**, Second Defendant

In execution of a judgment granted by the Supreme Court of South Africa (Natal Provincial Division), on Monday, 14 March 1994, in the above-named suit, the following immovable property will be sold by public auction by the Sheriff of the Supreme Court of South Africa, for the District of Empangeni, in front of the Magistrate's Court, Union Street, Empangeni, KwaZulu/Natal, on Thursday, 2 March 1995 at 11:00, on conditions which will be read out by the Sheriff before the sale, and which conditions are in the possession of the Sheriff and may be inspected at his office at Old Sugar Mill Road, Millway, Empangeni, KwaZulu/Natal, namely:

Lot 2595, Richards Bay Extension 12, situated in the Borough of Richards Bay, Administrative District of Natal, in extent one thousand (1 000) square metres, which property is physically situated at 15 Nondi Leap, Meer en See, Richards Bay, KwaZulu/Natal, and which property is held by the above-named Defendants under and by virtue of Deed of Transfer T5037/1987.

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 an entrance hall, porch, lounge, dining-room, kitchen, three bedrooms, dressing room, two, consisting of two garages, servant's room and toilet.

Zoning: The property is zoned for special residential purposes and enjoys no special consents in respect of its zoning.

Terms: The purchase price will be payable subject to the conditions of sale as follows:

(a) Ten per cent (10%) of the purchase price together with the Sheriff's commission on the sale to be paid immediately in cash on the date of sale.

(b) All current and arrear rates, taxes, electrical, sanitary, water and other fees or charges to be paid in cash within seven (7) 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 condition of sale from date of sale to date of transfer both days inclusive, to be secured by an acceptable guarantee to be furnished within fourteen (14) days after the date of sale.

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

J. A. Browne, for E. R. Browne Inc., Plaintiff's Attorneys, 10th Floor, United Building, 194 Longmarket Street, Pietermaritzburg.

Case 5820/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF INANDA HELD AT VERULAM

In the matter between **ABSA Bank Limited** (No. 86/04794/06), trading as United Bank, Plaintiff, and **Santhakumaran Pather**, First Defendant, and **Alvie Noeleen Pather**, Second Defendant

In pursuance of a judgment granted on 19 July 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: Lot 431, Riverdene, situated in the City of Durban, Administrative District of Natal, in extent 245 (two hundred and forty-five) square metres.

Street address: 5 Holmdene Gardens, Newlands West.

Improvements: Brick under tile, water and lights, two bedrooms, lounge, kitchen, toilet and bath (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. 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.

3. The purchaser shall be liable for payment of interest at the rate payable to the Plaintiff at the time of the sale on the amount of the Plaintiff's claim from date of the sale [and in the event of there being any other preferent creditor (bondholder), then the interest payable upon such preferent creditors claim] until the date of transfer.

4. Transfer shall be effected by the attorneys of the Plaintiff and the purchaser shall pay all the transfer dues, including transfer duty, current and any arrear rates and any of the necessary charges to effect transfer upon request by the said attorneys.

The full conditions of sale may be inspected at the offices of the Sheriff for the Magistrate's Court, Inanda Area (2) Suite 7, Foresum Centre, 314 Old Main Road, Tongaat.

Dated at Durban this 10th day of January 1995.

Strauss Daly Inc., Plaintiff's Attorney, 11th Floor, The Marine, 22 Gardiner Street, Durban. (Ref. Z26508/JR.)

Case 2964/92

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

In the matter between **Duro Industries**, Plaintiff, and **R. Sagathevan**, Defendant

In pursuance of a judgment granted on 25 January 1991 in the Court of the Magistrate, Chatsworth, and under a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on Tuesday, 28 February 1995 at 10:00, in front of the Magistrate's Court, Chatsworth, to the highest bidder:

Description: A certain piece of land being Lot 1503, Shallcross Extension 1, situated in the Development Area of Shallcross, Administrative District of Natal, in extent four hundred and eighty (480) square metres.

Improvements: Brick under tile roof dwelling comprising lounge carpeted, kitchen tiled, three bedrooms, toilet and bathroom tiled.

Outbuilding: Garage, room, kitchen and toilet.

Postal address: 182 Klaarwater Road, Shallcross.

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 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 fourteen (14) 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, Chatsworth, or at our offices.

Deneys Reitz, Plaintiff's Attorneys, c/o Ash Haripersad & Partners, First Floor, Montford Service Station, 160 Road 701, Chatsworth.

Case 57803/94

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

In the matter between **Fidelity Bank Ltd**, Execution Creditor, and **D. A. Khumalo**, Execution Debtor

In pursuance of a judgment granted on 3 October 1994 in the Magistrate's Court and under a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 3 May 1995 at 10:00, at the front entrance of the Pinetown Magistrate's Court, 22 Chancery Lane, Pinetown, to the highest bidder:

Description: Subdivision 6 of Lot 1144, Queensburgh, situated in the Borough of Queensburgh, Administrative District of Natal, in extent 1 341 square metres, held by Execution Debtor/Defendant under Deed of Transfer T36719/1993.

Physical address: 69 Chester Road, Malvern, Queensburgh.

Improvements: Dwelling of cement block and tiles, lounge, kitchen, three bedrooms, dining-room and bathroom (the nature, extent, condition and existence of the improvements are not guaranteed, and are sold voetstoots).

Conditions:

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act, and the rules made thereunder.
2. The purchaser shall pay 10% (ten per cent) of the purchase price in cash or by bank-guaranteed cheque at the time of the sale, the balance against transfer is to be secured by a bank or building society guarantee and to be approved by the Plaintiff's attorneys to be furnished to the Sheriff within 14 (fourteen) days after the date of sale.
3. The purchaser shall be liable for the payment of interest to the Execution Creditor from date of sale to date of registration of transfer as set out in the conditions of sale.
4. Transfer shall be effected by the attorneys for the Execution Creditor and the purchaser shall pay all transfer costs, Value-Added Tax, including arrear and current rates, taxes and other necessary charges to effect transfer, upon request by the said attorneys.
5. Vacant occupation and possession of the property is not guaranteed.

The full conditions of sale may be inspected at the offices of the Sheriff, Pinetown.

Dated at Durban this 1st day of February 1995.

L. J. Hitchcock, for Louis J. Hitchcock & Co., Execution Creditor's Attorneys, 528 Permanent Building, 34 Field Street, Durban. (L. J. Hitchcock/MW.)

Case 8/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF LIONS RIVER HELD AT HOWICK

In the matter between **Daniel Phiyane Mhlakoane**, Judgment Creditor, and **Siphiwe Nkomo**, Judgment Debtor

In pursuance of a judgment in the Court of the Magistrate at Howick, dated 11 February 1994, the following immovable property will be sold in execution on Friday, 24 February 1995 at 10:00, at the Sheriff's Salesroom, at 12 Campbell Road, Howick, Natal, to the highest bidder:

Property description: Site A, 2129, situated in the Township of Mpophomeni, District of Vulindlela, in extent three hundred and twenty-five (325) square metres.

The following information is furnished regarding the property, but is not guaranteed:

Physical address: 2129, Mpophomeni Township, Merrivale, Natal.

Improvements: Dwelling.

Material conditions of sale: The purchaser shall pay ten per cent (10%) of the purchase price in cash against signing of the conditions 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, Howick, within fourteen (14) days of the date of sale. The full conditions of sale can be inspected at the office of the Sheriff of the Magistrate's Court, 12 Campbell Road, Howick, 3290.

Dated at Howick on this 26th day of January 1995.

R. I. Lister, for Lister & Lister, Attorneys for Judgment Creditor, The White House Centre, Main Street, Howick. (Ref. RIL/WS/NW/M5675H.)

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

In the matter between **KwaZulu Finance & Investment Corporation Limited**, Execution Creditor, and **Tamsanqa Sphiwe Moya**, Execution Debtor

In pursuance of a judgment in the Court for the Magistrate of Pinetown and writ of execution dated 8 September 1994, the property listed hereunder will be sold in execution on 3 March 1995 at 10:00, at the front entrance to the Magistrate's Court, 22 Chancery Lane, Pinetown, to the highest bidder:

Postal address: Unit A6475, kwaNdengezi Township, kwaNdengezi.

Town-planning zoning: Ownership Unit 6475, Unit A, in the Township of kwaNdengezi, District of Mpumalanga, in extent 236 square metres, held under Deed of Grant G000140/92.

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

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 on this the 20th day of January 1995.

King & Associates, Attorney for Execution Creditor, Fourth Floor, NBS Centre, Hill Street, Pinetown. (Tel. 701-1561.) (Ref. D. Wright/NK/03K061-029.)

Case 30106/94

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

In the matter between **Nono Beauty Gumede**, Execution Creditor, and **N. L. Mazibuko**, Execution Debtor

In pursuance of a judgment granted on 17 June 1994 by the above Honourable Court and a warrant 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 entrance of the Magistrate's Court, Moss Street, Verulam, to the highest bidder, subject to certain conditions:

Description: A piece of land being Site D1736, situated in the Township of kwaMashu, in extent of 387 m² (three hundred and eighty-seven square metres).

Physical address: D1736 kwaMashu Township, Natal.

Zoning: Residential.

Improvements: Brick under tile dwelling comprising three bedrooms, lounge, kitchen, toilet and bathroom. Electricity and water.

NB: Nothing is guaranteed in these respects.

Material conditions:

(a) Sale is subject to terms and conditions of Magistrates' Courts Act, and rules made thereunder.

(b) The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price immediately on the fall of the hammer, the balance against transfer to be secured by a building society or bank guarantee to be approved by Execution Creditor's attorneys to be furnished to the Sheriff of the Court within fourteen (14) days of the sale.

(c) The purchaser shall be liable for commission of the sale which amount shall be paid to the Sheriff of the Court, immediately the property is knocked down to the purchaser.

(d) The purchaser is liable for all transfer costs, transfer duties arrear rates, current rates and costs of cancellations of any bonds, if any.

(e) The full conditions may be inspected at the offices of the Sheriff of Magistrate's Court, Inanda.

Dated at Durban on this 6th day of January 1995.

Hulley & Associates, Execution Creditor's Attorneys, Suite 2610, 26th Floor, 320 West Street, Durban, 4001. (Ref. Hulley/AM/G 001.)

Case 8584/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF INANDA HELD AT VERULAM

In the matter between **NBS Bank Limited**, Plaintiff, and **Nielchand Dewcharan**, First Defendant, and **Chandini Devi Dewcharan**, Second Defendant

In pursuance of a judgment of the above Honourable Court dated 9 September 1993, a sale in execution will be held on 24 February 1995 at 10:00, at the front of the Magistrate's Court Building, Moss Street, Verulam, when the following property will be sold by the Sheriff of the Magistrate's Court, Inanda Area 1 to the highest bidder:

Lot 367, Southgate, situated in the City of Durban, Administrative District of Natal, in extent four hundred and sixty-four (464) square metres, situated at 1 Village Place, Southgate, Phoenix, 4051.

Improvements:

The following information is furnished but nothing is guaranteed in this regard:

The property consists of a brick under tile roof dwelling with water and lights facilities comprising of three bedrooms, lounge, kitchen, dining-room, toilet and bathroom.

The sale shall be subject to the following conditions:

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act, and the rules made thereunder.
2. The purchaser (other than the Execution Creditor) shall pay a deposit of 10% (ten per centum) of the purchase price in cash at the time of the sale.
3. The full conditions of sale may be inspected at the offices of the the Sheriff of the Magistrate's Court, Inanda District Area 1, 2 Mountview Shopping Centre, corner of Inanda and Jacaranda Roads, Verulam, and interested parties are asked to contact the Execution Creditor who may be prepared to grant loan facilities to an approved purchaser.

Dated at Durban this 16th day of January 1995.

De Villiers Evans and Petit, Plaintiff's Attorneys, 41 Acutt Street, Durban. (Ref. Mrs Singh/ss/3354/93.)

Case 22052/92**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF DURBAN HELD AT DURBAN**

In the matter between **Allied Bank**, a division of ABSA Bank Limited (Reg. No. 86/04794/06), Execution Creditor, and **Inderjeeth Bechoo, Chander Bechoo, Ramdutt Bechoo, Harrichund Bechoo, Dawduth Bechoo, Dharmraj Bechoo and Shriram Bechoo**, Execution Debtors

In pursuance of a judgment granted on 10 June 1992, in the Court of the Magistrate, Durban, and under a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on Tuesday, 28 February 1995 at 14:00, in front of the Magistrate's Court, Sontseu Road entrance, Durban, to the highest bidder:

Description: A certain piece of land being Lot 51, Kenville, situated in the City of Durban, Administrative District of Natal, in extent six hundred and ninety-eight (698) square metres.

Postal address: 19 Crown Road, Kenville, 4051.

Improvements: A double storey brick under tile dwelling consisting of a double lock-up garage, two rooms, toilet, lounge, dining-room, kitchen, toilet, bathroom, washbasin cubicle, four bedrooms and balcony. Downstairs: Four bedrooms, toilet, bathroom and shower. Nothing in this regard is guaranteed.

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 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) 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, Durban, or at our offices.

Christides—Bassage, Plaintiff's Attorney, 18th Floor, Maritime House, corner of Salmon Grove and Victoria Embankment, Durban, 4001. (Tel. 306-3164.) (Ref. T. Bassage/kr/Allied-B.32.)

Case 26976/92**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF DURBAN HELD AT DURBAN**

In the matter between **Shirleys Linen & Interiors**, Plaintiff, and **Isabel Malatsi**, Defendant

In pursuance of a judgment granted on 20 January 1993, in the Magistrate's Court of Pinetown, and under a writ of execution issued thereafter, the immovable property listed hereunder shall be sold in execution to the highest bidder on 3 March 1995 at 10:00, at the front entrance to the Magistrate's Court Building, Moss Street, Verulam:

Description: Unit F1542, in the Township of KwaMashu, District of Ntuzuma, measuring 384 (three hundred and eighty-four) square metres, represented and described on General Plan PB26/1987, is registered by Virtue of Deed of Grant registered under G7111/87.

Postal address: F1542, KwaMashu Township.

Improvements: Brick under tile dwelling comprising of three bedrooms, lounge, kitchen, toilet with bathroom and water and lights facilities.

Nothing is guaranteed in the above respects.

Material 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. (a) The purchaser shall pay a deposit of ten per cent (10%) of the purchase price and the auctioneer's commission in cash immediately after the sale, and the balance against transfer to be secured by a bank or building society guarantee to be furnished to the Sheriff of the Court within fourteen (14) days after the sale to be approved by the Plaintiff's attorney.
(b) The purchaser shall be liable for payment of interest to the Execution Creditor and to the Bondholder/s at a prescribed rate of interest per annum on the respective amounts of the awards to the Execution Creditor and to the Bondholder/s in the plan of distribution from the date of sale to date of transfer.

3. Transfer shall be effected by the attorneys of the Plaintiff and the purchaser shall pay all the transfer dues, including transfer duty, current and any arrear rates, and other necessary charges to effect transfer upon request by the said attorneys.

The full conditions of sale may be inspected at the offices of the Sheriff of the Court, 2 Mountview Shopping Centre, corner of Inanda and Jacaranda Roads, Verulam.

Dated at Verulam this 1st day of February 1995.

D. G. Francois, for Van Lingen Medalie & Francois, Attorneys for the Plaintiff, Suite 900, Ninth Floor, Standard Bank Building, 55 Field Street, Durban. [Tel. (031) 72-4315/6.] (Ref. Mrs Kapp/S1007.)

ORANGE FREE STATE ORANJE-VRYSTAAT

Saak 19588/94

IN DIE LANDDROSHOF VIR DIE DISTRIK BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

In die saak tussen **NBS Bank Beperk**, Eiser, en **Renier Leon Ferreira**, Verweerder

Uit kragte van 'n vonnis van die Landdroshof vir die distrik Bloemfontein en kragtens 'n lasbrief gedateer 30 November 1994, sal die volgende eiendom/me van die Verweerder per publieke veiling vir kontant op Vrydag, 3 Maart 1995 om 10:00, te die Peetlaan-ingang tot die Landdroshof, Bloemfontein, aan die hoogste bieder verkoop word, naamlik:

Sekere: Erf 3693, geleë in die stad en distrik Bloemfontein, groot 997 vierkante meter, gehou kragtens Akte van Transport T739/1993.

Die eiendom bestaan onder andere uit die volgende: Sitkamer, kombuis, vier slaapkamers, badkamer, toilet, garage en bediendekamer met toilet.

Die belangrikste voorwaardes van verkoping:

(a) Die eiendom(me) sal sonder 'n reserweprys verkoop word maar is die verkoping onderhewig aan die goedkeuring en bekragtiging deur die Eiser en wel binne sewe (7) dae na datum van veiling.

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

(c) Die koper sal verder verantwoordelik wees vir betaling van rente aan Eiser bereken teen 16,25% (sestien komma twee vyf persent) per jaar bereken vanaf datum van die veiling tot datum van transport, beide datums ingesluit. Die koper moet ook afslagsgelde op die dag van die verkoping betaal en ook hereregte, transportkoste en agterstallige belastinge en ander uitgawes en heffings wat nodig is om transport te laat geskied op versoek van die prokureurs van die Vonnisskuldeiser.

(d) Die Eksekusieskuldeiser en/of Eksekusieskuldeiser se prokureur en/of Balju, Bloemfontein en/of p.a. Eksekusieskuldeiser se prokureurs Symington & De Kok, Tweede, Derde en Vierde Verdiepings, NBS-gebou, Bloemfontein.

Die verkoopvoorwaardes is ter insae by die kantore van die Balju, Bloemfontein, en/of p.a. Eksekusieskuldeiser se prokureurs, Symington & De Kok, Tweede, Derde en Vierde Verdiepings, NBS-gebou, Elizabethstraat, Bloemfontein.

Geteken te Bloemfontein op hierdie 25ste dag van Januarie 1995.

P. A. C. Jacobs, vir Symington & De Kok, Prokureur vir Eiser, NBS-gebou, Bloemfontein.

Saak 20151/94

IN DIE LANDDROSHOF VIR DIE DISTRIK BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

In die saak tussen **NBS Bank Beperk**, Eiser, en **Renier Leon Ferreira**, Verweerder

Uit kragte van 'n vonnis van die Landdroshof vir die distrik Bloemfontein, en kragtens 'n lasbrief gedateer 8 Desember 1994, sal die volgende eiendom/me van die Verweerder per publieke veiling vir kontant op Vrydag, 3 Maart 1995 om 10:00, te die Peetlaan-ingang tot die Landdroshof, Bloemfontein, aan die hoogste bieder verkoop word, naamlik:

(a) Deel 13, soos getoon en volledig beskryf op Deelplan SS63/1992, in die skema bekend as Carnelle, ten opsigte van die grond en gebou of geboue geleë te Bloemfontein, van welke deel die vloeroppervlakte volgens genoemde deelplan 74 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 ST5880/1993,

Die eiendom bestaan onder andere uit die volgende: Sit-/eetkamer, kombuis, twee slaapkamers, badkamer, toilet, stort en parkeerarea.

Die belangrikste voorwaardes van verkoping:

(a) Die eiendom(me) sal sonder 'n reserweprys verkoop word maar is die verkoping onderhewig aan die goedkeuring en bekragtiging deur die Eiser en wel binne sewe (7) dae na datum van veiling.

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

(c) Die koper sal verder verantwoordelik wees vir betaling van rente aan Eiser bereken teen 18,25% (agtien komma twee vyf persent) per jaar bereken vanaf datum van die veiling tot datum van transport, beide datums ingesluit. Die koper moet ook afslaaersgelde op die dag van die verkoping betaal en ook hereregte, transportkoste en agterstallige belastinge en ander uitgawes en heffings wat nodig is om transport te laat geskied op versoek van die prokureurs van die Vonnisskuldeiser.

(d) Die Eksekusieskuldeiser en/of Eksekusieskuldeiser se prokureur en/of Balju, Bloemfontein en/of p.a. Eksekusieskuldeiser se prokureurs Symington & De Kok, Tweede, Derde en Vierde Verdiepings, NBS-gebou, Bloemfontein.

Die verkoopvoorwaardes is ter insae by die kantore van die Balju, Bloemfontein, en/of p.a. Eksekusieskuldeiser se prokureurs, Symington & De Kok, Tweede, Derde en Vierde Verdiepings, NBS-gebou, Elizabethstraat, Bloemfontein.

Geteken te Bloemfontein op hierdie 25ste dag van Januarie 1995.

P. A. C. Jacobs, vir Symington & De Kok, Prokureur vir Eiser, NBS-gebou, Bloemfontein.

Saak 1736/94

IN DIE LANDDROSHOF VIR DIE DISTRIK ODENDAALSRUS GEHOU TE ODENDAALSRUS

In die saak tussen **Nedperm Bank Beperk**, Eksekusieskuldeiser, en **Leponesa Isaac Mofokeng**, Eksekusieskuldenaar

Ingevolge 'n vonnis in die Landdroshof, Odendaalsrus, en 'n lasbrief vir eksekusie gedateer 8 Julie 1994, sal die volgende eiendom by wyse van openbare veiling in eksekusie verkoop word op Vrydag, 24 Februarie 1995 om 10:00, voor die Landdroshof, Odendaalsrus:

Al die reg, titel en belang in die huurpag ten opsigte van:

Sekere: Erf 824, geleë in die dorpsgebied Kutlwanong, distrik Odendaalsrus, groot 419 vierkante meter, gehou kragtens Sertifikaat van Geregisteerde Toekenning van Huurpag TL75/1988.

Verbeterings: 'n Tweeslaapkamerwoonhuis met sitkamer, kombuis en badkamer.

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% (sesien 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 16de dag van Januarie 1995.

Van der Watt Maree & Jordaan, Van der Wattgebou, Kerkstraat 52, Odendaalsrus.

Saak 20028/91

IN DIE LANDDROSHOF VIR DIE DISTRIK BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

In die saak tussen **Simon Johannes Venter**, Eksekusieskuldeiser, en **Benjamin Human**, Eksekusieskuldenaar

Ingevolge 'n uitspraak in die Landdroshof Bloemfontein, en 'n lasbrief vir geregtelike verkoping gedateer 7 Oktober 1994, sal die volgende eiendom op Vrydag, 24 Februarie 1995 om 10:00, by die Peetlaaningang van die Landdroshofkantoor, Bloemfontein, aan die hoogste bieder geregtelik verkoop word:

Plot 208, Estoire, geleë in die plaaslike gebied van Bloemspruit, distrik Bloemfontein, groot 4,2827 hektaar, gehou kragtens Akte van Transport T8329/1986. (Geleë te Du Preezlaan 2, Estoire, Bloemfontein.)

Verbeteringe ten opsigte waarvan egter geen waarborg gegee word nie: Woonhuis en buitegeboue.

Die wesenlike voorwaardes van verkoping is:

1. Deposito van 10% (tien persent) kontant by die toestaan van bod. Bank- of bouverenigingwaarborg vir balans binne 30 dae na veiling.

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

3. Verdere voorwaardes by Balju ter insae.

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

J. L. Esterhuyse, vir Esterhuyse & Lynch, Prokureurs vir Eiser, Eerste Verdieping, Penbelgebou, Elizabethstraat 29, Bloemfontein. [Tel. (051) 47-9986/47-4534.] (Verw. J. L. Esterhuyse/hm V915.)

IN DIE LANDDROSHOF VIR DIE DISTRIK HARRISMITH GEHOU TE HARRISMITH

In die saak tussen **Die Munisipale Raad van Harrismith**, Eiser, en **Kedisaletse Joyce Seisho**, Verweerder

Geliewe kennis te neem dat ter uitwinning van 'n vonnis van die Landdroshof Harrismith, gedateer 1 Desember 1994, die ondergemelde eiendom in eksekusie verkoop sal word op Vrydag, 24 Februarie 1995 om 10:00, voor die Landdroskantoor, Southeystraat, Harrismith. Die verkoping sal onderworpe wees aan die voorwaardes wat deur die vendusie-afslaer gelees sal word tydens die verkoping, welke voorwaardes by die kantoor van die Balju, Frank Moore, Southeystraat 33, Harrismith, voor die verkoping geïnspekteer kan word:

Sekere: Erf 1767, geleë in die dorp en distrik Harrismith (bekend as Klipspringerstraat 28, Bergsig, Harrismith, groot 1 524 (eenduisend vyfhonderd vier-en-twintig) vierkante meter, gehou kragtens Akte van Transport T7138/93.

Die volgende inligting word verskaf in verband met die verbeterings op die eiendom, maar hierdie eiendomsbeskrywing word geensins gewaarborg nie: 'n Leë erf.

Terme: Tien persent (10%) van die verkoopprijs en 5% (vyf persent) afslaersgelde op die eerste R15 000 en 2,5% (twee komma vyf persent) daarna in kontant op die datum van verkoping en die balans teen registrasie van transport. Ten opsigte van die balans moet 'n bankwaarborg of ander aanneembare waarborg binne dertig (30) dae vanaf datum van verkoping verskaf word.

Geteken te Harrismith op hede die 11de dag van Januarie 1995.

Coetzee - Gericke, Prokureurs vir die Eiser, Heranohof 4, Stuartstraat 54; Posbus 729, Harrismith, 9880. (Verw. C. Coetzee/cve S345/94.)

Saak 1219/93

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Noord-Kaapse Afdeling)

In die saak tussen **ABSA Bank Beperk** (handeldrywende as Volkskas Bank), Eiser, en **Stephanus Jacobus Fouche**, Verweerder

In navolging van 'n vonnis gedateer 7 Januarie 1994, en 'n lasbrief tot eksekusie teen onroerende goedere, gedateer 23 Junie 1994, gaan die ondergemelde vaste eiendomme per publieke veiling verkoop word aan die hoogste bieder deur die Balju van Petrusburg, op Vrydag, 24 Februarie 1995 om 11:00, te die Landdroskantore, Luckhoff, naamlik:

1. Sekere resterende gedeelte van die plaas Stillewoning 347, geleë in die distrik Fouresmith, groot 826,1368 hektaar.
2. Sekere Onderverdeling 1 van die plaas Nelsonia 1024, geleë in die distrik Fouresmith, groot 85,8308 hektaar.

Die ligging van die eiendomme is 4,3 kilometer op die Rooipanwilpad S558, vanaf Wanda Polisiestasie op links.

Verkoopvoorwaardes: Die eiendomme word kontant verkoop sonder 'n reserweprijs 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, Petrusburg.

Coetzee & Honiball, Prokureurs vir Eiser, Chapelstraat, Kimberley.

Saak 11865/94

IN DIE LANDDROSHOF VIR DIE DISTRIK BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

In die saak tussen **NBS Bank Beperk**, Eiser, en **David Ian Booth**, Verweerder

Uit kragte van 'n vonnis van die Landdroshof vir die distrik Bloemfontein, gehou te Bloemfontein, en kragtens 'n lasbrief vir eksekusie gedateer 2 Augustus 1994, sal die volgende eiendom per publieke veiling vir kontant op Vrydag, 10 Maart 1995 om 10:00, te die Peetlaan-ingang, Landdroskantoor, Bloemfontein, Oranje-Vrystaat, aan die hoogste bieder verkoop word:

Sekere: Deel 9, soos meer volledig beskryf op Deeltitelplan SS9/1993, in die skema bekend as Dennehof, in die gebou en geboue geleë te Bloemfontein, groot 93 vierkante meter, behou kragtens Transportakte 8824/1993.

Posadres: Dennehof 9, Labuschagnestraat, Uitsig, Bloemfontein.

Die eiendom bestaan onder andere uit die volgende: Twee slaapkamers, badkamer, toilet, enkelmotorhuis, sitkamer/eetkamer en kombuis.

Die belangrikste voorwaardes van verkoping:

(a) Die eiendom sal sonder 'n reserweprijs verkoop word maar is die verkoping onderhewig aan die goedkeuring en bekragtiging deur die Eiser en wel binne sewe (7) dae na datum van veiling.

(b) Die koper moet 'n deposito van 10% (tien persent) van die koopprijs kontant op die dag van die verkoping betaal en die balans betaalbaar teen transport en verseker te word deur 'n waarborg van 'n bank en/of bougenootskap wat deur die Eiser se prokureurs goedgekeur is, die waarborg aan die Geregsbode binne tien (10) dae na die datum van die verkoping verstrekkend word.

(c) Die koper sal verder verantwoordelik wees vir betaling van rente aan Eiser teen 17,25% (sewentien komma twee vyf persent) per jaar op die koopsom bereken vanaf datum van ondertekening hiervan tot datum van transport, beide datums ingesluit. Die koper moet ook afslaaersgelde op die dag van die verkoping betaal en ook hereregte, transportkoste en agterstallige belastinge en ander uitgawes en heffings wat nodig is om transport te laat geskied op versoek van die prokureurs van die Vonnisskuldeiser.

(d) Die Eksekusieskuldeiser en/of Eksekusieskuldeiser se prokureur en/of Geregsbode waarborg geensins enige van die inligting hierin vermeld.

Die verkoopvoorwaardes is ter insae by die kantore van die Geregsbode te Barnesstraat, Bloemfontein, Oranje-Vrystaat en/of p.a. die Eksekusieskuldeiser se prokureurs, Symington & De Kok, Tweede, Derde en Vierde Verdiepings, NBS-gebou, Elizabethstraat, Bloemfontein, gedurende kantoorure.

P. A. C. Jacobs, vir Symington & De Kok, Prokureurs vir Eiser, NBS-gebou, Elizabethstraat, Bloemfontein.

Saak 12834/92

IN DIE LANDDROSHOF VIR DIE DISTRIK BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

In die saak tussen **Jan Beukes**, Eiser, en **Andrew Jackson**, Verweerder

Kragtens 'n uitspraak van die bogemelde Agbare Hof op 12 Oktober 1993 en 'n lasbrief tot eksekusie sal die volgende eiendom in eksekusie verkoop word op 10 Maart 1995 om 10:00, by die Peetlaan-ingang tot die Landdroshof, Bloemfontein, deur Nico Smith Afslaaers aan die persoon wat die hoogste aanbod maak, naamlik:

Sekere Erf 866, geleë in die dorp Ashbury, distrik Bloemfontein en gehou kragtens Akte van Transport T8419/86, groot 431 vierkante meter, gehou kragtens Akte van Transport T8419/86.

Voorwaardes: Die verkoping sal onderworpe wees aan die bepaling van die Landdroshofwet en die reëls daarvolgens neergelê. Tien persent (10%) van die koopprys moet in kontant op die dag van die verkoping betaal word en 'n bank- of bougenootskapwaarborg vir die balans moet binne 14 dae na die verkoopdatum verskaf word.

Die verdere en volledige verkoopvoorwaardes sal onmiddellik voor die verkoping uitgelees en lê ter insae by die Balju, Barnesstraat 5, Westdene, Bloemfontein.

Geteken te Bloemfontein hierdie 11de dag van Januarie 1995.

P. H. T. Colditz, p.a. Schoeman Maree Ing., Prokureur vir Eiser, Sesde Verdieping, Presidentgebou, St Andrewstraat, Bloemfontein, 9301.

Saak 18868/94

IN DIE LANDDROSHOF VIR DIE DISTRIK BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

In die saak tussen **Nedcor Bank Beperk**, Eiser, en **Mapopi Marhta Leeuw**, Verweerder

Ingevolge uitspraak van die Landdros, Bloemfontein en lasbrief tot geregtelike verkoping gedateer 5 Desember 1994, sal die ondervermelde eiendom op 24 Februarie 1995 om 10:00, te Peetlaan-ingang, Landdroskantoor, Bloemfontein, aan die hoogste bieder geregtelik verkoop word naamlik:

Sekere reg van huurpag tot Perseel 16268, Mangaung, distrik Bloemfontein, groot 267 vierkante meter soos aangedui op Algemene Plan L64/1988, gehou kragtens Transportakte TL2546/1991 onderworpe aan al die voorwaardes daarin uiteengesit.

Bestaande uit: Enkelverdiepingwoonhuis met twee slaapkamers, kombuis, badkamer, sitkamer en eetkamer.

Die koper moet afslaaersgelde, B.T.W. asook 10% (tien persent) van die koopprys in kontant betaal op die dag van die verkoping van die eiendomme en moet vir die balans van die koopprys binne veertien (14) dae na die datum van bekragtiging van die verkoping deur die Balju 'n goedgekeurde bank- of bouverenigingwaarborg lewer.

Die voorwaardes van verkoop mag gedurende kantoorure by die Kantoor van die Balju vir die Landdroshof te Bloemfontein-Oos nagesien word.

G. B. A. Gerdener, vir McIntyre & Van der Post, Eiser se Prokureur, Derde Verdieping, Permgebou, Maitlandstraat 45, Bloemfontein, 9300. [Tel. (051) 30-2171.]

Saak 14300/94

IN DIE LANDDROSHOF VIR DIE DISTRIK BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

In die saak tussen **Nedcor Bank Beperk**, Eiser, en **Phakamile Danie Jama**, Eerste Verweerder, en **Mpho Priscilla Jama**, Tweede Verweerder

Ingevolge uitspraak van die Landdros, Bloemfontein en lasbrief tot geregtelike verkoping gedateer 27 September 1994, sal die ondervermelde eiendom op 24 Februarie 1995 om 10:00, te Peetlaan-ingang, Landdroskantoor, Bloemfontein, aan die hoogste bieder geregtelik verkoop word naamlik:

Sekere reg van huurpag tot Perseel 1115, Kagisanong, distrik Bloemfontein, groot 450 vierkante meter soos aangedui op Algemene Plan L2/1986, gehou kragtens Sertifikaat van Geregistreerde Huurpag TL2462/1987.

Bestaande uit: Enkelverdiepingwoonhuis met drie slaapkamers, kombuis, sitkamer, twee badkamers, eetkamer en twee motorhuise.

Die koper moet afslaaersgelde, B.T.W. asook 10% (tien persent) van die koopprys in kontant betaal op die dag van die verkoping van die eiendomme en moet vir die balans van die koopprys binne veertien (14) dae na die datum van bekragtiging van die verkoping deur die Balju 'n goedgekeurde bank- of bouverenigingwaarborg lewer.

Die voorwaardes van verkoop mag gedurende kantoorure by die Kantoor van die Balju vir die Landdroshof te Bloemfontein-Oos nagesien word.

G. B. A. Gerdener, vir McIntyre & Van der Post, Eiser se Prokureur, Derde Verdieping, Permgebou, Maitlandstraat 45, Bloemfontein, 9300. [Tel. (051) 30-2171.]

Case 3348/94

IN THE SUPREME COURT OF SOUTH AFRICA
(Orange Free State Provincial Division)

In the matter between **ABSA Bank Limited**, Plaintiff, and **Zakea Serabele Serobanyane**, Defendant

In execution of a judgment of the above Honourable Court in the above suit, a sale without reserve will be held at the Magistrate's Court, Peet Avenue, Bloemfontein, on Friday, 24 February 1995 at 10:00, on conditions to be read by the auctioneer at the time of the sale of the following property of the Defendant to wit:

Certain Site 11544, Mangaung, District of Bloemfontein, held by the Defendant in terms of Certificate of Right of Leasehold TL2350/87 with improvements thereon.

Terms: The purchaser shall pay 10% (ten per centum) of the purchase price immediately after the sale, to the Sheriff, the balance to be secured by a bank or building society guarantee within 14 (fourteen) days after the sale.

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

Conditions: The conditions of sale may be inspected at the Sheriff's office during office hours.

Dated at Bloemfontein this 19th day of January 1995.

E. Holtzhausen, for Webbers, Attorneys for Plaintiff, Third Floor, Allied House, West Burger Street, Bloemfontein.

Case 2189/94

IN THE SUPREME COURT OF SOUTH AFRICA
(Orange Free State Provincial Division)

In the matter between **Hosgro Farms (Pty) Limited**, Plaintiff, and **Mr P. B. Fransch**, trading as Igshans Flowers, Defendant

In execution of a judgment of the above Honourable Court in the above suite, a sale without reserve will be held at the Magistrate's Court, Peet Avenue, Bloemfontein, on Friday, 24 February 1995 at 10:00, on conditions to be read by the auctioneer at the time of the sale of the following property of the Defendant to wit:

Certain: Plot 165, Oranje Street, Lakeview, Bloemspruit, in the District of Bloemfontein, held by the Defendant in terms of Deed of Transfer T3806/94 with improvements thereon.

Terms: The purchaser shall pay 10% (ten per cent) of the purchase price immediately after the sale, to the Sheriff, the balance to be secured by a bank or building society guarantee within 14 (fourteen) days after the sale.

Improvements: Three bedrooms, bathroom, lounge, kitchen, toilet and single garage.

Conditions: The conditions of sale may be inspected at the Sheriff's Office during office hours.

Dated at Bloemfontein this 19th day of January 1995.

D. G. Roberts, for Webbers, Attorney for Plaintiff, Third Floor, Allied House, West Burger Street, Bloemfontein.

Saak 3227/94

IN DIE LANDDROSHOF VIR DIE DISTRIK SASOLBURG GEHOU TE SASOLBURG

In die saak tussen **NBS Bank Beperk**, Eiser, en **M. D. Sebego**, Verweerder

Ingevolge 'n Vonnis van die Landdroshof van die distrik Sasolburg, gedateer 21 Oktober 1994, en 'n lasbrief vir eksekusie gedateer 20 Oktober 1994, sal die volgende eiendom in eksekusie verkoop word op Vrydag, 24 Februarie 1995 om 10:00, voor die Landdroshof, Bainstraat, Sasolburg:

Erf 4417, Zamdela, Sasolburg, groot 293 (tweehonderd drie-en-negentig) vierkante meter.

Die eiendom word verkoop onderhewig aan die bepalings van die Groepsgebiedewet en tien persent (10%) van die koopprys is betaalbaar by sluiting van die koopvoorenkoms en die balans teen registrasie van transport aan die koper moet verseker word deur 'n aanvaarbare waarborg wat aan die Balju van die Landdroshof voorsien moet word binne veertien (14) dae vanaf datum van die verkoping. Die verkoping is onderhewig aan artikel 66 van die Wet op Landdroshowe, No. 32 van 1944, soos gewysig.

Die volgende inligting word onder voornemende kopers se aandag gebring, maar niks word gewaarborg nie:

Die eiendom staan bekend as Perseel 4417, Zamdela, Sasolburg, bestaande uit woonhuis met buitegeboue.

Die volle voorwaardes van die eksekusieverkoping wat op die koper bindend sal wees, sal voor die verkoping uitgelees word en kan gedurende kantoorure nagegaan word by die Kantoor van die Balju van die Landdroshof, Eerste Verdieping, Trust Banksentrum, Sasolburg, en by die kantore van die Eiser se prokureurs.

Geteken te Sasolburg hierdie 17de dag van Januarie 1995.

L. D. M. Stroebel, vir Molenaar & Griffiths, Trustbanksentrum, Posbus 18, Sasolburg.

Saak 1345/94

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN HARRISMITH GEHOU TE HARRISMITH

In die saak tussen **Die Munisipale Raad van Harrismith**, Eiser, en **Leendert Johannes Cloete**, Verweerder

Geliewe kennis te neem dat ter uitwinning van 'n Vonnis van die Landdroshof van Harrismith, gedateer 1 Desember 1994, die ondergemelde eiendom in eksekusie verkoop sal word op Vrydag, 24 Februarie 1995 om 10:00, voor die Landdroskantoor, Southeystraat, Harrismith. Die verkoping sal onderworpe wees aan die voorwaardes wat deur die vendusie-afslaer gelees sal word tydens die verkoping, welke voorwaardes by die kantoor van die Balju, Frank Moore, Southeystraat 33, Harrismith, voor die verkoping geïnspekteer kan word:

Sekere: Erf 1898, geleë in die dorp en distrik van Harrismith (bekend as Klipspringerstraat 21, Bergsig, Harrismith), groot 1 274 (eenduisend tweehonderd vier-en-sewentig) vierkante meter, gehou kragtens Akte van Transport T6029/93.

Die volgende inligting word verskaf in verband met die verbeterings op die eiendom, maar hierdie eiendomsbeskrywing word geensins gewaarborg nie: 'n Leë erf.

Terme: Tien persent (10%) van die verkoopprijs en 5% (vyf persent) afslaersgelde op die eerste R15 000 en 2,5% daarna in kontant op die datum van verkoping en die balans teen registrasie van transport. Ten opsigte van die balans moet 'n bankwaarborg of ander aanneembare waarborg binne dertig (30) dae vanaf datum van verkoping verskaf word.

Geteken te Harrismith op hede die 11de dag van Januarie 1995.

Coetzee-Gericke, Prokureurs vir Eiser, Heranohof 4, Stuartstraat 54, Posbus 729, Harrismith, 9880. (Verw. C. Coetzee/cve S344/94.)

Case 3582/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Orange Free State Provincial Division)

In the matter between **The Standard Bank of South Africa Limited**, Plaintiff, and **Mdudu Modestus Ngongo** (Identity No. 6509265331086), Defendant

In execution of a judgment of the Supreme Court of South Africa (Orange Free State Provincial Division) in the above-mentioned suite, a sale with/without reserve price is to take place at the Peet Avenue entrance of the Magistrate's Court, Bloemfontein, 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 and which conditions may be inspected at the offices of the Sheriff, Bloemfontein East, 5 Barnes Street, Bloemfontein, prior to the sale:

Erf 18356, Mangaung, District of Bloemfontein, measuring 250 (two hundred and fifty) square metres, held under Certificate of Right of Leasehold TL17544/92, subject to the conditions therein contained, consisting of three bedrooms, bathroom with toilet, kitchen and lounge.

Terms: Ten per cent (10%) of the purchase price and auctioneer's charges being 5% (five per cent) of the first R20 000 or part thereof, 3% on the balance with a maximum of R6 000 in cash on the day of the sale, the balance against transfer to be secured by a bank or building society or other acceptable guarantee furnished within 21 (twenty-one) days from date of the sale.

D. A. Honiball (NS635A), c/o Israel & Sackstein, Attorney for Plaintiff, 26/28 Aliwal Street, Bloemfontein.

Saak 21537/94

IN DIE LANDDROSHOF VIR DIE DISTRIK BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

In die saak tussen **NBS Bank Beperk**, Eiser, en **Mhlopheki Johannes Kotoyi**, Eerste Verweerder, en **Mojaesi Martha Kotoyi**, Tweede Verweerder

Uit kragte van 'n vonnis van die Landdroshof vir die distrik van Bloemfontein, en kragtens 'n lasbrief gedateer 22 Desember 1994, sal die volgende eiendom van die Verweerders per publieke veiling vir kontant op Vrydag, 10 Maart 1995 om 10:00, te Peetlaan-ingang tot die Landdroshof, Bloemfontein, aan die hoogste bieder verkoop word, naamlik:

Al die reg, title en belang in en tot die reg van huurpag van sekere Perseel 17787, geleë in die dorpsgebied Mangaung, distrik Bloemfontein, groot 240 vierkante meter, gehou kragtens Geregistreerde Reg van Huurpag TL5956/90.

Die belangrikste voorwaardes van verkoping:

(a) Die eiendom sal sonder reserweprys verkoop word, maar is die verkoping onderhewig aan die goedkeuring en bekragtiging deur die Eiser en wel binne sewe (7) dae na datum van veiling.

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

(c) Die koper sal verder verantwoordelik wees vir die betaling van rente aan die Eiser bereken teen 16,25% (sestien komma twee vyf persent) per jaar, bereken vanaf datum van veiling tot datum van transport, beide datums ingesluit. Die koper moet ook afslaersgelde op die dag van die verkoping betaal en ook hereregte, transportkoste en agterstallige belastinge en ander uitgawes en heffings wat nodig is om transport te laat geskied op versoek van die prokureurs van die Vonnisskuldeiser.

(d) Die Eksekusieskuldeiser en/of Eksekusieskuldeiser se prokureur en/of Balju, Bloemfontein, en/of p.a. Eksekusieskuldeiser se Prokureurs, Symington & De Kok, Tweede, Derde en Vierde Verdiepings, NBS-gebou, Elizabethstraat, Bloemfontein.

Gedateer te Bloemfontein op hierdie 25ste dag van Januarie 1995.

P. A. C. Jacobs vir Symington & De Kok, Prokureur vir Eiser, Derde Verdieping, NBS-gebou, Elizabethstraat, Bloemfontein.

Saak 20583/94

IN DIE LANDDROSHOF VIR DIE DISTRIK BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

In die saak tussen **NBS Bank Beperk**, Eiser, en **Heinrich Ernst Horst Freymann**, Verweerder

Uit kragte van 'n vonnis van die Landdroshof vir die distrik van Bloemfontein, en kragtens 'n lasbrief gedateer 19 Desember 1994, sal die volgende eiendom/me van die Verweerder per publieke veiling vir kontant op Vrydag, 3 Maart 1995 om 10:00, te die Peetlaan-ingang tot die Landdroshof, Bloemfontein, aan die hoogste bieder verkoop word, naamlik:

(a) Deel 7, soos getoon en volledig beskryf of Deelplan SS19/1986, in die skema bekend as Summer Crest, ten opsigte van die grond en gebou of geboue geleë te Bloemfontein, en welke deel die vloeroppervlakte volgens genoemde deelplan 106 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 ST 13727/94.

Die eiendom bestaan onder andere uit die volgende: Sit/eetkamer, kombuis, twee slaapkamers, badkamer, twee toilette, stort en motorhuis.

Die belangrikste voorwaardes van verkoping:

(a) Die eiendom(me) sal sonder reserweprys verkoop word, maar is die verkoping onderhewig aan die goedkeuring en bekragtiging deur die Eiser en wel binne sewe (7) dae na datum van veiling.

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

(c) Die koper sal verder verantwoordelik wees vir die betaling van rente aan die Eiser bereken teen 16,25% (sestien komma twee vyf persent) per jaar, bereken vanaf datum van veiling tot datum van transport, beide datums ingesluit. Die koper moet ook afslaersgelde op die dag van die verkoping betaal en ook hereregte, transportkoste en agterstallige belastinge en ander uitgawes en heffings wat nodig is om transport te laat geskied op versoek van die prokureurs van die Vonnisskuldeiser.

(d) Die Eksekusieskuldeiser en/of Eksekusieskuldeiser se prokureur en/of Balju, Bloemfontein, en/of p.a. Eksekusieskuldeiser se Prokureurs, Symington & De Kok, Tweede, Derde en Vierde Verdiepings, NBS-gebou, Bloemfontein.

Die verkoopvoorwaardes is ter insae by die kantore van die Balju, Bloemfontein, en/of p.a. die Eksekusieskuldeiser se prokureurs, Symington & De Kok, Tweede, Derde en Vierde Verdiepings, NBS-gebou, Elizabethstraat, Bloemfontein.

Gedateer te Bloemfontein op hierdie 25ste dag van Januarie 1995.

P. A. C. Jacobs vir Symington & De Kok, Prokureur vir Eiser, NBS-gebou, Bloemfontein.

Saak 170/94

IN DIE LANDDROSHOF VIR DIE DISTRIK BOTHAVILLE GEHOU TE BOTHAVILLE

In die saak tussen **Molefe Slaghuys**, Eiser, en **A. M. Langeni**, Verweerder

Kennis geskied hiermee dat ingevolge 'n vonnis gedateer 2 Mei 1994, en 'n lasbrief vir bogemelde Agbare Hof gedateer 4 November 1994, die ondergemelde eiendom op Woensdag, 1 Maart 1995 om 09:00, by die Balju se kantore te Presidentstraat, Bothaville, geregteelik per publieke veiling verkoop sal word, op voorwaardes wat voor aanvang van die verkoping voorgelees word:

Die reg, belang en title in sekere perseel geleë te Majastraat 1242, Kgotsong, Bothaville.

Verbeterings: Woonhuis.

Die verkoopvoorwaardes is ter insae by die Balju, Presidentstraat, Bothaville, asook Eiser se prokureurs en bepaal 10% (tien persent) kontant deposito en balans binne een-en-twintig (21) dae.

Geteken te Bothaville op hierdie 26ste dag van Januarie 1995.

P.S. Venter & Kie., Eiser se Prokureurs, Bothastraat 22, Posbus 827, Bothaville. [Tel. (0565) 2855.]

Saak 20266/94

IN DIE LANDDROSHOF VIR DIE DISTRIK BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

In die saak tussen **NBS Bank Beperk**, Eiser, en **Andre Blas Visagie**, Verweerder

Uit kragte van 'n vonnis van die Landdroshof vir die distrik van Bloemfontein, en kragtens 'n lasbrief gedateer 15 Desember 1994, sal die volgende eiendom van die Verweerder per publieke veiling vir kontant op Vrydag, 10 Maart 1995 om 10:00, te Peetlaan-ingang tot die Landdroshof, Bloemfontein, aan die hoogste bieder verkoop word, naamlik:

Sekere Erf 3215 (Uitbreiding 5), geleë in die dorpsgebied Ashbury, distrik Bloemfontein, groot 288 vierkante meter, gehou kragtens Akte van Transport T8901/94.

Die eiendom bestaan onder andere uit die volgende: Sit/eetkamer, twee slaapkamers, badkamer, toilet en stort.

Die belangrikste voorwaardes van verkoping:

(a) Die eiendom sal sonder reserweprys verkoop word, maar is die verkoping onderhewig aan die goedkeuring en bekragtiging deur die Eiser en wel binne sewe (7) dae na datum van veiling.

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

(c) Die koper sal verder verantwoordelik wees vir die betaling van rente aan die Eiser bereken teen 16,25% (sestien komma twee vyf persent) per jaar, bereken vanaf datum van veiling tot datum van transport, beide datums ingesluit. Die koper moet ook afslaaersgelde op die dag van die verkoping betaal en ook hereregte, transportkoste en agterstallige belastinge en ander uitgawes en heffings wat nodig is om transport te laat geskied op versoek van die Vonnisiskuldeiser.

(d) Die Eksekusieskuldeiser en/of Eksekusieskuldeiser se prokureur en/of Balju, Bloemfontein, en/of p.a. Eksekusieskuldeiser se Prokureurs, Symington & De Kok, Tweede, Derde en Vierde Verdiepings, NBS-gebou, Bloemfontein.

Die verkoopvoorwaardes is ter insae by die kantore van die Balju, Bloemfontein, en/of p.a. die Eksekusieskuldeiser se prokureurs, Symington & De Kok, Tweede, Derde en Vierde Verdiepings, NBS-gebou, Elizabethstraat, Bloemfontein.

Gedateer te Bloemfontein op hierdie 25ste dag van Januarie 1995.

P. A. C. Jacobs vir Symington & De Kok, Prokureur vir Eiser, NBS-gebou, Bloemfontein.

Saak 4651/94

IN DIE LANDDROSHOF VIR DIE DISTRIK KROONSTAD GEHOU TE KROONSTAD

In die saak tussen **Sentraalwes (Koöp) Bpk.**, Vonnisiskuldeiser, en **M. J. Dana**, Eerste Vonnisiskuldenaar, en **M. E. Dana**, Tweede Vonnisiskuldenaar

Ingevolge 'n vonnis gelewer op 19 Desember 1994, in die Kroonstad, Landdroshof en 'n lasbrief van eksekusie daarna uitgereik, word die eiendom hieronder beskryf in eksekusie verkoop op 3 Maart 1995 om 09:00, voor die hoofingang van die Landdroshof, voor die Landdroskantoor se hoofingang, Murraystraat, Kroonstad, deur Podium Afslaaers, aan die persoon wat die hoogste aanbod maak, naamlik:

Beskrywing: Erf 8094, geleë in die dorp Seeisoville, distrik Kroonstad, groot driehonderd sewe-en-vyftig (357) vierkante meter, gehou kragtens Sertifikat van Eiendomsreg TE11538/92.

Die volgende inligting word aangegee, maar nie gewaarborg nie: Die eiendom bestaan uit steenhuis.

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 Murraystraat, Kroonstad.

Gedateer te Kroonstad op hede die 27ste dag van Januarie 1995.

T. L. Naudé, vir Naude Thompson, Du Bruyn & Burke, Reitzstraat 23, Kroonstad, 9499; Posbus 932. [Tel. (0562) 2-3289.]

Saak 406/93

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Oranje-Vrystaatse Provinsiale Afdeling)

In die saak tussen **Cornelia Johanna Louw**, Eiseres, en **Elias Jacobus Louw**, Verweerder

Kennis word hiermee gegee dat ingevolge 'n uitspraak van die Hooggeregshof van Oranje-Vrystaatse Provinsiale Afdeling) in bogemelde saak op 13 Mei 1993 en ter uitvoering van 'n lasbrief tot uitwinning sal die Balju vir die Hooggeregshof, Bloemfontein, op Vrydag, 3 Maart 1995 om 10:00, te die Landdroskantore, Peetlaan-ingang, Bloemfontein, die volgende eiendom/me per openbare veiling verkoop:

Sekere: Erf 21067, geleë in die stad en distrik Bloemfontein, ook bekend as Tiekiedraai Singel 19, Pellissier, Bloemfontein.

Die koper sal 10% (tien persent) van die koste kontant aan die Balju betaal onmiddellik na die verkoping. Die balans moet verseker word deur 'n bank- of bougenootskapwaarborg wat binne veertien (14) dae na datum van verkoping aan die Balju gelewer moet word. Indien die eiendom/me deur die Eerste Verbandhouer gekoop word hoef die 10% (tien persent) kontantbetaling nie gemaak te word nie. Die gemelde eiendom/me sal verkoop word op die voorwaardes wat uitgelees sal word deur die Balju ten tye van die verkoping welke voorwaardes nagegaan kan word ten kantore van die Balju vir die Hooggeregshof, Bloemfontein.

Geteken te Bloemfontein op hierdie 30ste dag van Januarie 1994.

R. J. Britz, vir Honey & Vennote, Prokureur vir Eisers, Watervalsentrum, Aliwalstraat, Bloemfontein.

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 **Marius Hugo van der Merwe**, First Defendant, and **Johanna Frederika Wilhelmina van der Merwe**, Second 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 Courts Office, Baine Street, Sasolburg, on Friday, 3 March 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, Sasolburg, at Trust Bank Chambers, Fichardt Street, Sasolburg:

Erf 2048, Sasolburg Extension 2 Township, District of Parys, measuring 714 m², held by the Defendants under Deed of Transfer T1677/1991, being 26 Potgieter Street, Sasolburg (Extension 2).

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, servant's room and shower/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 12th day of January 1995.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. ZA0818/FCLS/Mr Brewer/djl.)

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 **James Arther Sillands**, First Defendant, and **Mariana Sillands**, Second 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, 3 March 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, Sasolburg, at Trust Bank Chambers, Fichardt Street, Sasolburg:

Erf 526, Deneysville Township, District of Heilbron, measuring 1 983 m², held by the Defendants under Deed of Transfer T8175/1990, being 22 Plein Street, Deneysville.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The dwelling consists of lounge, dining-room, three bedrooms, two and a half bathrooms/w.c., kitchen, carport, store-room/w.c. and flat which is detached.

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 12th day of January 1995.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. ZA1166/FCLS/Mr Brewer/djl.)

IN DIE LANDDROSHOF VIR DIE DISTRIK BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

In die saak tussen **Nedcor Bank Beperk**, Eiser, en **Monnapule Alfred Nkaki**, Eerste Verweerder, en **Welekazi Martha Nkaki**, Tweede Verweerder

Ingevolge uitspraak van die Landdros van Bloemfontein en lasbrief tot geregtelike verkoping gedateer 19 Desember 1994, sal die ondervermelde eiendom op 24 Februarie 1995 om 10:00, te Peetlaan-ingang, Landdroskantoor, Bloemfontein, aan die hoogste bieder geregtelik verkoop word, naamlik:

Sekere: Perseel 18547, Mangaung, geleë in die distrik Bloemfontein, groot 312 vierkante meter soos aangetoon op Algemene Plan 1165/1988, gehou kragtens Akte van Transport TL6549/1990, onderworpe aan al die voorwaardes daarin vermeld.

Bestaande uit: Enkelverdieping woonhuis met twee slaapkamers, kombuis, sitkamer en badkamer.

Die koper moet afslaaersgelde, BTW asook 10% (tien persent) van die koopprijs in kontant betaal op die dag van die verkoping van die eiendomme en moet vir die balans van die koopprijs binne veertien (14) dae van die datum van bekragtiging van die verkoping deur die Balju 'n goedgekeurde bank- of bouverenigingwaarborg lewer.

Die voorwaardes van verkoop mag gedurende kantoorure by die kantoor van die Balju vir die Landdroshof te Bloemfontein-Oos nagesien word.

G. B. A. Gerdener, vir McIntyre & Van der Post, Eiser se Prokureur, Derde Verdieping, Permgebou, Maitlandstraat 45; Posbus 540, Bloemfontein, 9300. [Tel. (051) 30-2171.]

Saak 1890/90

IN DIE LANDDROSHOF VIR DIE DISTRIK SASOLBURG GEHOU TE SASOLBURG

In die saak tussen **United Bouvereniging**, Eksekusieskuldeiser, en **Mogorosi Tshisane Paul**, Eksekusieskuldenaar

Ten uitvoerlegging van die vonnis hierin toegestaan en die daaropvolgende kennisgewing van beslaglegging gedateer 28 November 1994, sal die ondervermelde eiendom verkoop word deur die Balju, Landdroshof, Sasolburg, op versoek van die Eksekusieskuldeiser, op Vrydag, 24 Februarie 1995 om 10:00, te die Landdroskantoor, Bainstraat, Sasolburg:

Reg van huurpag ten opsigte van Perseel 3762, Zamdela, geleë in die residensiële gebied van Zamdela, Sasolburg.

Voorwaardes:

1. Die verkoping sal onderhewig wees aan: Die bepalinge van die Landdroshofwet, No. 32 van 1944 en die reëls daaronder uitgevaardig, die voorwaardes bevat in die titelakte, en sal verkoop word aan die hoogste bieder sonder reserwe.

2. Die koper sal aan die Balju 10% (tien persent) van die koopprijs onmiddellik betaal na die ondertekening van die verkoopvoorwaardes en hom ook voorsien van 'n bank- of bouverenigingwaarborg binne 14 (veertien) dae vanaf datum van die verkoping vir die balans van die koopprijs.

3. Die Eksekusieskuldeiser sal goedgeunstige oorweging skenk aan die toestaan van 'n lening tot op 90% (negenig persent) van die koopprijs van die eiendom aan die goedgekeurde koper en reëlins kan met die Eksekusieskuldeiser getref word voor datum van die verkoping.

4. Die straatadres van die eiendom is Perseel 3762, Zamdela.

5. Die volledige verkoopvoorwaardes kan ter insae geneem word by die kantoor van die Balju, Landdroshof, Sasolburg, asook die kantore van A. V. Theron & Swanepoel, N J van der Merwesingel 13, Sasolburg, gedurende kantoorure, en sal ook uitgelees word voor die eiendom opgeveil word.

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

M. Swanepoel, vir A. V. Theron & Swanepoel, Posbus 471, Sasolburg.

Saak 1477/94

IN DIE LANDDROSHOF VIR DIE DISTRIK KROONSTAD GEHOU TE KROONSTAD

In die saak tussen **Standard Bank van Suid-Afrika Bpk.**, Eiser, en **Clarence William Otto**, Verweerder

Ingevolge vonnis toegestaan is op 11 Julie 1994, in bogemelde Agbare Hof en 'n lasbrief vir eksekusie beteken is op 5 Januarie 1995, sal die onderstaande goedere verkoop word aan die hoogste bieder te die Landdroskantoor by die Tulbagh-ingang, Welkom, op 24 Februarie 1995 om 11:00, tensy die vonnisskuld voor die tyd betaal is:

Al die reg, titel en belang ten opsigte van Erf 3984, geleë te Falstafstraat 37, Bedelia, Welkom, groot 1 204 vierkante meter.

Verbeterings: Woonhuis, drie slaapkamers, sitkamer, eetkamer, kombuis, badkamer, steenmuur en teëldak.

Geteken te Kroonstad hierdie 24ste dag van Januarie 1995.

Paola, Du Plessis & Van der Merwe, Prokureur vir Eiser, Brandstraat 36; Posbus 101, Kroonstad, 9500.

PUBLIC AUCTIONS, SALES AND TENDERS OPENBARE VEILINGS, VERKOPE EN TENDERS

TRANSVAAL

AUCOR TVL

FOUR-BEDROOMED DOUBLE STOREY HOUSE: WIERDA PARK

MATTER OF INSOLVENT ESTATE G. A. AND R. E. VAN STRYP, MASTER'S REFERENCE T2514/94, ON TUESDAY, 14 FEBRUARY 1995 AT 10:30

Duly instructed by the Trustee, we will hereby sell this property being Erf 1844, Wierda Park Extension 6, better known as 230 Seeswael Street, Wierda Park, Pretoria.

Description: This lovely double storey house has a TV-room, on the second floor with wooden floor, and a wooden staircase leading downstairs of which compromises four bedrooms, the main one with bathroom which is connected to the kitchen by a wall-to-wall carpets, two bathrooms, guest toilet, living room, lounge and a dining-room which is connected to the kitchen by a service counter. The kitchen is a modern open plan with an eye-level oven, and also has a laundry room. Outbuildings include a double garage and servants' quarters. There is a neat garden in the back and at the front of the house and is secured by an enclosed wall.

Directions: On the old Johannesburg Road turn right into Hendrik Verwoerd Avenue, right into Willem Botha, left into Ruimte Avenue, right into Gouws Avenue and then right into Seeswael Street, watch for posters.

View: By appointment.

Terms: A 20% (twenty per centum) deposit, bank or bank-guaranteed cheque on the fall of the hammer. The balance by suitable guarantees within 30 days of confirmation of sale. There is a seven day confirmation period.

For further details please contact Aucor Tvl, Hatfield Forum East, 1077 Arcadia Street, Hatfield. Tel. (012) 342-2041 or 34-3502/5/11. Fax. (012) 342-2042.

Contact: Lisa Sardinha.

Address: As above.

AUCOR (PTY) LTD

MODERN CLINKER BRICK HOME

INSOLVENT ESTATE G. J. VAN JAARSVELDT, MASTER'S REF. T1806/94, ON THE SPOT 29 HOWESON ROAD, DUNNOTAR ON FRIDAY, 17 FEBRUARY 1995 AT 11:00

Duly instructed by the Trustee in the above matter we will sell the property legally described as Erf 1497, which measures 2 367 square metres.

The home comprises entrance, lounge, dining-room, main bedroom en suite, two further bedrooms, second bathroom and separate toilet, study, playroom/entertainment area, kjaat fitted kitchen with eyelevel oven. Outbuildings include domestic quarters and double garage. An outdoor entertainment area includes a thatch boma with braai, the garden has been landscaped and the entire property is walled.

For further details please contact the auctioneers.

View: By appointment with the Auctioneers.

Terms: 20% (Twenty per centum) deposit 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 change without prior notice.

Aucor (Pty) Ltd, 14 Apple Road, Wendywood, Sandton. Tel. (011) 444-5550. Fax. (011) 444-5551.

I, Marion Rosenthal, P.O. Box 76216, Wendywood, 2144. Tel. (011) 444-5550.)

PUBLIEKE VEILING

INSOLVENTE BOEDEL: A. C. GROSS, BOEDEL T3524/93

Behoorlik daartoe gelas deur die Eksekuteur in die insolvente boedel **A. C. Gross**, sal daar per publieke veiling op 24 Februarie 1995 om 14:00, deur die Balju te Beaconsfieldlaan 41A, Vereeniging, verkoop word:

Nissan Langley Motorvoertuig Reg. No. NKN 133T.

Voorwaardes: Kontant.

J. H. Smuts, Balju, Landdroshof, Vereeniging, 41 A Beaconsfieldlaan; Posbus 52, Vereeniging, 1930. Tel. en Faks. (016) 21-4167/8.

VAN'S AFSLAERS

VEILING: DUPLEX

In opdrag van die Kurator van insolvente boedel **W. L. J. Vos**, T1677/94, verkoop Van's Afslaers ondervermelde eiendom, onderhewig aan bekragtiging, per openbare veiling op 15 Februarie om 11:00, te Casa Fiori 2, Van Wouwstraat, Vanderbijlpark:

Beskrywing: Eenheid 2, Skema 188 SS, Casa Fiori, Vanderbijlpark.

Groot: 184 m².

Verbeterings: Drie slaapkamer duplex met twee bad-, sit-/eet- en familiekamer. Kombuis ens.

Betaling: 10% (tien persent) deposito plus kommissie. Balans binne 30 dae.

Inligting: Skakel Van's Afslaers (012) 335-2974.

VAN'S AFSLAERS

VEILING: WOONSTEL

In opdrag van die Kurator van insolvente boedel **M. C. Pelser**, T3030/94, verkoop Van's Afslaers ondervermelde eiendom, onderhewig aan bekragtiging, per openbare veiling op 14 Februarie om 11:00, te George Antonpark 20, Annlin, Pretoria:

Beskrywing: Eenheid 34, Skema 636 SS, George Antonpark, Annlin, Pretoria.

Groot: 84 m².

Verbeterings: Tweeslaapkamerwoonstel met bad- en sit-/eetkamer. Kombuis, motorhuis.

Betaling: 10% (tien persent) deposito plus kommissie. Balans binne 30 dae.

Inligting: Skakel Van's Afslaers (012) 335-2974.

J G W AFSLAERS

CK90/35316/23

In opdrag van die Kurator van insolvente boedel **G. H. Banoo**, Meestersverwysing T661/94, word die hierna genoemde onroerende eiendom per openbare veiling aangebied vir verkoping:

Plek van veiling: Patelstraat 6, Manzilpark, Klerksdorp.

Datum van veiling: 22 Februarie 1995.

Tyd van veiling: 10:00.

Onroerende eiendom: Erf 131 geleë in die dorp Sakhrol, Registrasieafdeling IP, Transvaal, groot 1 354 (een drie vyf vier) vierkante meter, ook bekend as Patelstraat 6, Manzilpark, Klerksdorp.

Besrywing van eiendom: Vier slaapkamers, televisiekamer, eetkamer, sitkamer, kombuis, twee badkamers, twee toilette, bediendekamer met badkamer, vier motorhuise, swembad, betonomheining met lemmetjiesdraad bo-op teëldak en alarmstelsel.

Afslaersnota: Huis met baie potensiaal en baie veilig.

Verkoopvoorwaardes: 20% (twintig persent) van die koopsom betaalbaar onmiddellik op die veiling en die balans by bekragtiging van die verkoop. Balans van die koopsom verseker te word deur middel van 'n bank- of bougenootskapwaarborg binne 30 (dertig) dae na die datum van veiling. Besitsrente gereken te word op die balans van koopsom teen huidige bougenootskapsrentekoerse op eerste verbande.

Vir enige navrae kontak: Warrick Heppell. Tel. (018) 46-22711.

Die volledige voorwaardes van verkoping is beskikbaar by J. G. W. Afslaers, Andersonstraat 23, Klerksdorp. Tel. (018) 4622711. Slegs kontant of bangewaARBorgde tjek.

MEYER AFSLAERS BK

(CK91/13027/23)

INSOLVENTE BOEDELVEILING: NETJIESE RUIM DRIESLAAPKAMER FAMILIE WONING TE WITBANK-UITBREIDING 16

Behoorlik daartoe gelas deur die Voorlopige Kurator insolvente boedel **G. R. J. du Plessis**, Meesterverwysing T976/94.

Verkoop ons per publieke veiling onderhewig aan bekragtiging die volgende eiendom:

Erf 3278, Royhectorlaan 26, Witbank-uitbreiding 16, grootte 1 178 vierkante meter.

Verbeterings: Drie slaapkamers, twee badkamers, aparte toilet, hoofslaapkamer en suite, sitkamer eet-/familiekamer, kombuis, gang, toegeboude stoep, motorhuis, dubbelstaal motorafdek, swembad met braaiarea, bediendekamer en toilet, matte, teëls ens.

Plek: Op die perseel: Royhectorlaan 26, Witbank-uitbreiding 16.

Datum en tyd: Vrydag, 17 Februarie 1995 om 11:00.

Afslaersnota: Goed geleë naby besigheidsentrum en maklike toegang tot snelweg.

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 afslaers.

Verdere navrae: Kontak Anna van der Watt: Meyer Afslaers/Eiendomsagente. Tel. (012) 323-7831 of n.u. (012) 45-4835 of Faks. (012) 324-5119.

VAN'S AFSLAERS**VEILING: PLASE EN TOERUSTING**

In opdrag van die Kurator van insolvente boedel **Z. E. Riekert**, T2834/94, verkoop Van's Afslaers ondervermelde eiendom, onderhewig aan bekragtiging, per openbare veiling op 17 Februarie om 11:00, te Kafferskraal, Bronkhorstspuit:

Beskrywing: Gedeelte 7 en restant Gedeelte 8, Kafferskraal, asook plaas Driehoek, JR, Bronkhorstspuit.

Groot: 680,729 ha.

Verbeterings: Drie slaapkamer rondawelhuis, drieslaapkamerwoonstel, bakkies, trekkers, sleepwaens, implemente ens.

Betaling: 10% (tien persent) deposito plus kommissie. Balans binne 30 dae.

Inligting: Skakel Van's Afslaers (012) 335-2974.

MANNIE AUCTIONEERING COMPANY**INSOLVENT ESTATE D. L. H. AND C. FERREIRE, MASTER'S REF. T4258/94**

Duly instructed by the Provisional Trustee in the above matter we will sell by public auction on Monday, 27 February 1995 at 10:30 as follows:

On the spot 187 Cornelis Street, Fairlands, Randburg, attractive three-bedroomed family home with study or fourth bedroom, maids quarters, double garage and pool, fairlands.

Certain Erf 20, situated at 187 Cornelis Street, Fairlands, Randburg, measuring approximately 2 974 square metres upon which is erected a residence and other improvements, on view Mondays, Wednesday and Fridays, from 14:30 to 17:00, at 13:00 on the spot, two-bedroomed flat, Joubert Park.

Certain Section 42, as shown and more fully described on Sectional Plan SS210/1985 and corresponding to Flat 52, Parkleigh Court, corner of Wolmarans and Klein Street, Joubert Park, Johannesburg.

Kindly contact caretaker at Flat 43, for viewing telephone 725-2694.

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 H. S. AND S. COETZEE, MASTER'S REF. T2484/94

Duly instructed by the Provisional Trustee in the above matter we will sell by public auction on the Spot, 35 Darter Street, Crystal Park Extension 3, Benoni, on Friday, 24 February 1995 at 10:30, the following:

Modern three-bedroomed family home, Crystal Park, main bedroom with bathroom en-suite, laundry.

Certain Erf 2321, situated at 35 Darter Street, Crystal Park Extension 3, Benoni, measuring approximately 1 079 square metres upon which is erected a residence comprising entrance hall, lounge, dining-room, kitchen, three bedrooms (main with bathroom en-suite), second bathroom, double garage, laundry and outside toilet.

Terms: 15% (fifteen per centum) deposit on signature of the conditions of sale and the balance with 30 days from date of confirmation.

Now on view, watchman in attendance.

Mannie Auctioneering Company. Tel. (011) 334-3810. Fax. (011) 334-1542.

AUCOR TVL

FOUR-BEDROOMED DOUBLE STOREY HOUSE, WIERDAPARK

INSOLVENT ESTATE G. A. AND R. E. VAN STRYP, MASTER'S REF. T2514/94, ON TUESDAY, 14 FEBRUARY 1995 AT 10:30

Duly instructed by the trustee, we will hereby sell Erf 1844, Wierdapark Extension 6, better known as 230 Seeswael Street, Wierdapark, Pretoria:

Description: This lovely double storey house has a TV-room on the second floor with wooden floors, and a wooden staircase leading downstairs of which comprises of four bedrooms, main one with a bathroom en-suite, all with built-in cupboards and wall-to-wall carpets, two bathrooms, guest toilet, living room, lounge and dining-room which is connected to the kitchen by a service counter. The kitchen is a modern open plan with an eye-level oven, and also has a laundry room. Outbuildings including a double garage and servants' quarters. There is a neat garden in the back and at the front of the house and is secured by an enclosed wall.

Directions: On old Johannesburg Road turn right into Hendrik Verwoerd Avenue, right into Willem Botha, left into Ruimte Avenue, right into Gouws Avenue and then right into Seeswael Street. (Watch for posters).

View: By appointment.

Terms: A 20% (twenty per centum) deposit (bank or bank-guaranteed cheque) on the fall of the hammer. The balance by suitable guarantees within 30 days of confirmation of sale. There is a seven (7) day confirmation period.

For further details contact Aucor Tvl, Hatfield Forum East, 1077 Arcadia Street, Hatfield. Tel. (012) 342-2041. Fax. (012) 342-2042.

Contact: Lisa Sardinha.

AUCOR (PTY) LTD

BACHELOR APARTMENT, BERE A

INSOLVENT ESTATE: M. J. CHRISTIE, MASTER'S REF. T1053/86, ON THE SPOT 503 DAVENPORT, O'REILLY ROAD, BERE A, ON SATURDAY, 18 FEBRUARY 1995 AT 10:30

Duly instructed by the Trustee in the above matter The Aucor Group will sell the Bachelor Apartment with it's Parking Bay 7, by public auction:

The apartment comprises kitchenette, large lounge/bedroom and bathroom.

For further details please contact the auctioneers.

View: By appointment with the Auctioneers.

Terms: 20% (Twenty per centum) deposit on the fall of the hammer. The balance to be paid with guarantees acceptable to the Trustee within 30 days of confirmation.

The above is subject to change without prior notice.

Aucor (Pty) Ltd, 14 Apple Road, Wendywood, Sandton. Tel. (011) 444-5550. Faks. (011) 444-5551.

I, Marion Rosenthal, P.O. Box 76216, Wendywood, 2144.

AUCOR (PTY) LTD**SHOPPING CENTRE AND SERVICE STATION**

SANTAMOCO CC (IN LIQUIDATION), MASTER'S REF. T3960/93, ON THE SPOT CORNER OF LOWER MAIN REEF AND FIELD ROADS, LILANTON, BOKSBURG, ON WEDNESDAY, 15 FEBRUARY 1995 AT 10:30

Instructed thereto by the Liquidator concerned the Aucor Group will offer for sale by public auction the property legally described as Stand 503, Lilianton, measuring 2 496 square metres.

For further details please contact the auctioneers.

View: Day prior to the day of the sale.

Terms: 20% (Twenty per centum) deposit on the fall of the hammer. The balance to be paid with guarantees acceptable to the Trustee within 30 days of confirmation.

The above is subject to change without prior notice.

Aucor (Pty) Ltd, 14 Apple Road, Wendywood, Sandton. Tel. (011) 444-5550. Faks. (011) 444-5551.

I, Marion Rosenthal, P.O. Box 76216, Wendywood, 2144.

MANNIE AUCTIONEERING COMPANY**INSOLVENT ESTATE A. R. AND G. P. OWENS, MASTER'S REF. T1735/94**

Duly instructed by the Trustee in the above matter we will sell by public auction on the Spot 23 Jordaan Street, Parkdene, Boksburg, on Tuesday, 21 February 1995 at 10:30, the following:

Delightful three-bedroomed family home with granny flat and pool at Parkdene, Boksburg.

Certain Erf 373 situated at 23 Jordaan Street, Parkdene, Boksburg, measuring approximately 1 109 square metres upon which is erected a house built of face and plastered brick under a tiled roof comprising tiled entrance hall, comfortable lounge with separate TV-area, fair sized dining-room with serving hatch to kitchen, well fitted kitchen with eye-level oven, separate hob and extractor fan, separate laundry, three bedrooms, granny flat with separate entrance comprising lounge, bedroom, kitchen and bathroom, pool with rockery, well established garden with lovely entertainment area, built-in braai, pagoda with brick-paved floor, maid's room, carport for three cars.

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, Wednesdays and Fridays, from 09:30 to 12:00.

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, ERMELO op 3 Maart 1995 om 10:00 voor die Landdroskantoor te ERMELO die ondergemelde eiendomme by publieke veiling verkoop:—

(1) Gedeelte 12 ('n Gedeelte van Gedeelte 4) van die plaas WAAIHOEK 286,

Registrasie Afdeling I.T., Transvaal;

GROOT: 168,8428 Hektaar;

(2) Resterende Gedeelte van gedeelte 4 (MOOIHOEK) ('n Gedeelte van gedeelte 3) van die plaas WAAIHOEK 286,

Registrasie Afdeling I.T., Transvaal;

GROOT: 170,5855 hektaar

Eiendomme (1) en (2) blykens Akte van Transport T18506/1979

GEDEELTE 14 ('n gedeelte van Gedeelte 13) van die plaas WAAIHOEK 286,

registrasie afdeling I T Transvaal;

GROOT: 199,3569 hektaar

Eiendom (3) blykens Akte van Transport T33211/1977.

(4) GEDEELTE 4 ('n gedeelte van Gedeelte 2) van die plaas ONVERWACHT 287,

Registrasie Afdeling I.T., Transvaal

GROOT: 171, 3064 hektaar

Eiendom (4) blykens Akte van Transport T3782/1982

(5) DIE RESTERENDE GEDEELTE van die plaas RIETVLEI 310,

Registrasie Afdeling I.T., Transvaal;

GROOT: 901, 5655 hektaar;

Eiendom (5) blykens Akte van Transport T23108/1985

L.W. Ongeveer 1 200 vierkante meter en 4,23 hektaar van eiendom (5) is onteien deur Transnet. Eiendom (5) onderworpe aan onteining van 2 900 vierkante meter ten gunste van Transnet.

in die naam van JOHANNES ZACHARIAS MOOLMAN MEYER

Die titelaktes sal op die dag van verkoping beskikbaar wees vir insae deur voornemende kopers.

Ligging van hierdie eiendomme:—

Eiendomme (1) tot (4): 50 km suidoos van Ermelo

Eiendom (5): 48 km suidoos van Ermelo

Geboue en verbeterings wat beweer word om op die eiendomme te bestaan is:—

Eiendomme (1) tot (3):

3 Woonhuise, skuur met afdak, varkhokke, skuur, sinkkamer. Veekerend omhein en verdeel in kampe. Boorgat, sinkdam, fontein, tenk en 6 gronddamme.

Eiendom (4)

Veekerend omhein en verdeel in kampe. 2 Spruite en 4 gronddamme.

Eiendom (5)

24 Slaapvertrekke met gemeenskaplike ablusieblok, gemeenskaplike eetvertrek en saal, konferensiesaal, swembad, 2 grasafdakke en rondawel. Veekerend omhein en verdeel in kampe. 3 Boogate, 3 gronddamme, watertenk, fontein en spruit.

Voornemende kopers se aandag word daarop gevestig dat daar geen verpligting op die Landbank rus om grense of bakens ten opsigte van die eiendomme uit te wys nie. Geen versekering kan gegee word dat die beweerde geboue en ander verbeterings wel bestaan of op die eiendomme soos hierbo gemeld, geleë is nie, of dat enige daarvan vry van retensiereg of huurkoop-ooreenkoms is, of dat 'n aangrensende eienaar geen belang of kontribusie-eis ten opsigte van 'n grensheining het nie.

Die eiendomme word voetstoots verkoop soos dit staan, onderworpe aan alle serwitute en voorwaardes in die titelakte(s) vermeld.

By die toeslaan van die bot moet die koper die volgende in kontant of per bankgewaarborgde tjek betaal:—

(a) Minstens een-tiende van die koopprys

(b) 2,5% Afslaerskommissie onderworpe aan 'n maksimum van R7 500. (14% BTW indien van toepassing is eksklusief betaalbaar). Waar eiendomme aan meer as een koper verkoop word is die totale kommissie vir al die kopers saam onderworpe aan hierdie maksimum op 'n pro rata-basis.

(c) Alle koste in verband met die verkoping wat insluit advertensiekoste.

(d) BTW indien van toepassing, dit is 14% op die volle koopprys;

Die saldo van die koopsom, plus 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, koop-ooreenkomste en/of vruggebruik.

Die Landbank behou hom die reg voor om enige eiendom wat te koop aangebied word te enige tyd van die verkoping te onttrek.

VERWYSINGSNOMMER: AAAD 01699 01G 04G 05G (REGTE)

Land- en Landboubank van Suid-Afrika, Posbus 375, Pretoria, 0001. 2 Februarie 1995.

PLAAS TE KOOP

Op las van die Land- en Landboubank van Suid-Afrika sal die Balju: Hooggeregshof, LYDENBURG op 1 Maart 1995 om 10:00 voor die Landdroskantoor te LYDENBURG die ondergemelde eiendom by publieke veiling verkoop:—

RESTERENDE GEDEELTE VAN GEDEELTE 3 an die plaas STERKFONTEIN 318,

Registrasie Afdeling K.T., Transvaal

GROOT: 216,6724 hektaar

Blykens Akte van Transport T32573/1990

in die naam van JOHANNES JAN ADRIAAN COETZEE

Ligging van hierdie eiendom:—

10 km suidwes van Burgersfort.

Geboue en verbeterings wat beweer word om op die eiendom te bestaan is:—

Woonhuis, motorhuis, skuur, stalle en pomphuis. Veekerend omhein en verdeel in kampe. Kanaal, gronddam en boorgat. Die eiendom ressorteer onder die Sentraal Steelpoortrivier Besproeiingsraad en 59,96 hektaar is daaronder ingelys.

Dit word beweer dat waterbelasting ten bedrae van R1 259,16 plus rente ten opsigte van die eiendom verskuldig is.

Voornemende kopers se aandag word daarop gevestig dat daar geen verpligting op die Landbank rus om grense of bakens ten opsigte van die eiendom uit te wys nie. Geen versekering kan gegee word dat die beweerde geboue en ander verbeterings wel bestaan, of dat enige daarvan vry van retensiereg of huurkoop-ooreenkoms is, of dat 'n aangrensende eienaar geen belang of kontribusie-eis ten opsigte van 'n grensheining het nie.

Die eiendom word voetstoots verkoop soos dit staan, onderworpe aan alle serwitute en voorwaardes in die titelakte vermeld. By die toeslaan van die bot moet die koper die volgende in kontant of per bankgewaarborgde tjek betaal:—

(a) Minstens een-tiende van die koopprys.

(b) 2,5% Afslaerskommissie onderworpe aan 'n maksimum van R7 500. (14% BTW indien van toepassing is eksklusief betaalbaar)

(c) Alle koste in verband met die verkoping wat insluit advertensiekoste.

(d) BTW indien van toepassing, dit is 14% op die volle koopprys;

Die saldo van die koopsom, plus 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 huurooreenkomste, bewoningsregte, kooporeenkomste en/of vruggebruik.

Die Landbank behou hom die reg voor om enige eiendom wat te koop aangebied word te enige tyd van die verkoping te onttrek.

VERWYSINGSNOMMER: AEAB 01667 01G (REGTE)

Land- en Landboubank van Suid-Afrika, Posbus 375, Pretoria, 0001. 31 Januarie 1995.

PLAAS TE KOOP

Op las van die Land- en Landboubank van Suid-Afrika sal die Balju: Hooggeregshof, Pelgrimsrus op 3 Maart 1995 om 10:00 voor die Landdroskantoor te Sabie die ondergemelde eiendom by publieke veiling verkoop:—

RESTERENDE GEDEELTE van GEDEELTE 46 van die plaas SANDFORD 291.

Registrasie Afdeling K.U., Transvaal;

GROOT: 173,9770 hektaar

Blykens Akte van Transport T59879/1989

in die naam van DANIEL PIETER JOHANNES WESSELS

Ligging van hierdie eiendom:—

40km noord van Witrivier en 5km noord van Hazyview

Geboue en verbeterings wat beweer word om op die eiendom te bestaan is:—

Woonhuis, 2 kothuise, kantoor, werkswinkel en arbeidershuise. 2 Gronddamme, gevoed deur kanale uit Marite- en Motitsirivier.

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 huurkooporeenkoms is, of dat 'n aangrensende eienaar geen belang of kontribusie-eis ten opsigte van 'n grensheining het nie.

Die eiendom word voetstoots verkoop soos dit staan, onderworpe aan alle serwitute en voorwaardes in die titelakte vermeld.

By die toeslaan van die bot moet die koper die volgende in kontant of per bankgewaarborgde tjek betaal:—

(a) Minstens een-tiende van die koopprys.

(b) 2,5% Afslaerskommissie onderworpe aan 'n maksimum van R7 500. (14% BTW indien van toepassing is eksklusief betaalbaar)

(c) Alle koste in verband met die verkoping wat insluit advertensiekoste.

(d) BTW indien van toepassing, dit is 14% op die volle koopprys.

Die saldo van die koopsom, plus 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 huurooreenkomste, bewoningsregte, kooporeenkomste en/of vruggebruik.

Die Landbank behou hom die reg voor om enige eiendom wat te koop aangebied word te enige tyd van die verkoping te onttrek.

VERWYSINGSNOMMER: AEAD 01630 01G (REGTE)

Land- en Landboubank van Suid-Afrika, Posbus 375, Pretoria, 0001. 2 Februarie 1995.

TRIDENT AUCTIONEERS

INSOLVENT ESTATE: J. F. VAN STADEN

LARGE HOME, OBERHOLZER

Duly instructed by the Trustee in the matter of insolvent estate **J. F. van Staden**, Master's Ref. T2906/94, we will sell by public auction to the highest bidder and without reserve on site being 12 Ida Street, Oberholzer, on 16 February 1995 at 11:00:

Being Erf 550, Oberholzer, measuring 1 104 square metres consisting of three bedrooms, two full bathrooms, separate toilet, kitchen, separate scullery, entrance hall, lounge, dining-room and study. Outbuildings consist of bedroom, separate toilet, store-room and double carport.

Viewing: Day prior to auction from 10:00 to 16:00.

Terms: 15% (fifteen per centum) deposit on the fall of the hammer in cash or bank-guaranteed cheque and the balance payable in cash or suitable guarantees within 30 days of confirmation of sale. Subject to seven days confirmation.

For further particulars please contact Trident Auctioneers at (011) 786-9503/5.

PARK VILLAGE AUCTIONS

INSOLVENT ESTATE: P. H. BOSHOF, MASTER'S REF. T4096/93

Duly instructed by the Trustee in the above-mentioned insolvent estate, we will sell by public auction, on site at Olifantsfontein/Erasmia Road, District of Midrand, Gauteng, on Tuesday, 14 February 1995, commencing at 10:30; land and improvements.

For further particulars and viewing contact the Auctioneer: Park Village Auctions. Tel. (011) 789-4375. Telefax. (011) 789-4369.

PARK VILLAGE AUCTIONS

INSOLVENT ESTATE: C. J. BOTHA, MASTER'S REF. T1648/94

Duly instructed by the Trustee in the above-mentioned insolvent estate, we will sell by public auction, on site at 420A Christoffel Street, Pretoria West, District of Pretoria, Gauteng, on Monday, 13 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.

PETER WILLIAMS AUCTION SALES

Reg. No. 83/3833

INSOLVENT ESTATE SALE OF ENTIRE CONTENTS OF JEWELLERY SHOP, INCLUDING 9ct GOLD WEDDING SETS, EARRINGS, BROOCHES, CHAINS, WATCHES, GIFTS, CLOCKS, CRYSTAL ORNAMENTS, GRANDFATHER CLOCK, GLASS SHELIVING UNITS, DISPLAY UNITS, ETC.

Duly instructed thereto by the Trustee in the insolvent estate of **B. J. J. and E. J. J. van Rensburg** (Master's Ref. T89/98), trading as Debbie's Jewellers, we will sell, entirely without reserve, at our Auction Rooms, 181 Louis Trichardt Street, Mayville, Pretoria, on Wednesday, 22 February 1995 at 10:00, the undermentioned:

A large and varied selection of 9ct gold wedding sets, rings, earrings, brooches, chains, Pulsar, Seiko and Lorus ladies' and gents' wristwatches, gifts, including crockery, pottery, ceramics, glassware, brassware, teaspoons, crystal ornaments, cigarette lighters, wall clocks, etc. etc. Grandfather clock.

A large quantity of glass shelving units, steel-frame display shelving, display cases and counters. Two Airconditioning units.

N.B.: A half-price out of hand sale of the stock will be held on 15, 16 and 17 February 1995 from 09:00 to 16:00 daily. Entrance by buyers card only.

Terms: Strictly bank-guaranteed cheques or cash only. No exceptions will be made. VAT is payable on items purchased on 22 February, but not on items sold at half-price.

For further details, contact the Auctioneers, Peter Williams Auctioneering & Property Services (Pty) Ltd, 181 Louis Trichardt Street, Mayville, Pretoria. Tel. 335-2931/2.

CAHI AUCTIONEERS

Reg. No. CK87/12616/23

INSOLVENT ESTATE AUCTION: TWO/BEDROOMED FLAT, RIETFontein, PRETORIA

Duly instructed by the Trustee in the insolvent estate **J. M. Reyneke**, T4141/94 we will sell Wednesday, 22 February 1995 at 11:00, on Site 504 Potgieter Park Flats, 23rd Avenue, corner of Meyer Street, Rietfontein:

Two bedrooms, lounge cum dining-room, open plan kitchen.

View by appointment.

Terms: 20% (twenty per centum) deposit on the fall of the hammer (cash or bank-guaranteed cheques only).

Balance within 30 days after confirmation.

For further info contact Greg of Cahi Auctioneers, 99 Beatrix Street, Arcadia, Pretoria. Tel. (012) 325-7250. Fax. (012) 324-2215.)

CAPE • KAAP**PHIL MINNAAR AFSLAERS**

BOEDEL WYLE: J. W. F. THIRION

Behoorlik gemagtig deur die Eksekuteur in bogenoemde boedel verkoop ons per openbare veiling, op die perseel, op 16 Februarie 1995 om 11:00, Erf 393, Vryburg.

Voorwaardes: Onroerend: 20% (twintig persent) van verkoopprys kontant of bankgewaarborgde tjek met toeslaan van bod. Restant deur verskaffing van waarborge binne dertig dae (30) van bevestiging van verkoping.

Phil Minnaar Afslaers, Johannesburg. (011) 475-5133.

PLASE TE KOOP

Op las van die Land- en Landboubank van Suid-Afrika sal die Balju: Hooggeregshof, BEDFORD op 8 Maart 1995 om 10:00 voor die Landdroskantoor te BEDFORD die ondergemelde eiendomme by publieke veiling verkoop:—

(1) Restant van Gedeelte 4 (WELLFLEAT) van die plaas BOSCHFONTEIN nr. 97,
in die Afdeling Bedford

GROOT 297,5678 Hektaar

(2) Die plaas WATERFALL nr. 251, in die Afdeling Bedford

GROOT 1769,9938 Hektaar

Eiendomme (1) en (2) blykens Akte van Transport T65182/1990

in die naam van JOHAN KRITZINGER STRYDOM

Ligging van hierdie eiendomme:—

22 km noord van Bedford

Geboue en verbeterings wat beweer word om op die eiendomme te bestaan is:—

2 Woonhuise, skeerhuis, bokskuur, perdestal, buitekamers, motorhuis en woonstel en 10 arbeidershuise. Jakkalsproef omhein en verdeel in kampe. Fonteine, 4 bergstrome, 5 fonteindamme, sementdam en 10 drinkbakke.

Voornemende kopers se aandag word daarop gevestig dat daar geen verpligting op die Landbank rus om grense of bakens ten opsigte van die eiendomme uit te wys nie. Geen versekering kan gegee word dat die beweerde geboue en ander verbeterings wel bestaan of op die eiendomme soos hierbo gemeld, geleë is nie, of dat enige daarvan vry van retensiereg of huurkooporeenkoms is, of dat 'n aangrensende eienaar geen belang of kontribusie-eis ten opsigte van 'n grensheining het nie.

Die eiendomme word voetstoots verkoop soos dit staan, onderworpe aan alle serwitute en voorwaardes in die titelakte(s) vermeld.

By die toeslaan van die bot moet die koper die volgende in kontant of per bankgewaarborgde tjek betaal:—

(a) Minstens een-tiende van die koopprijs

(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 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, kooporeenkomste en/of vruggebruik.

Die Landbank behou hom die reg voor om enige eiendom wat te koop aangebied word te enige tyd van die verkoping te onttrek.

VERWYSINGSNOMMER: DCAE 04448 01G (REGTE)

Land- en Landboubank van Suid-Afrika, Posbus 375, Pretoria, 0001. 2 Februarie 1995.

**ORANGE FREE STATE
ORANJE-VRYSTAAT**

PLASE TE KOOP

Op las van die Land- en Landboubank van Suid-Afrika sal die Balju: Hooggeregshof, SENEKAL op 3 Maart 1995 om 10:00 voor die Landdroskantoor te SENEKAL die ondergemelde eiendomme by publieke veiling verkoop:—

(1) Onderverdeling 3 (OORKANT) (van 2) (BOSHOEK) van die plaas HONINGFONTEIN 84, distrik Senekal

GROOT: 41,4191 hektaar

(2) Restant (van 2) van die plaas HONINGFONTEIN 84, distrik Senekal

GROOT: 285,2769 hektaar

Eiendomme (1) en (2) blykens Akte van Transport T14054/1980

(3) Die plaas ANNA 1377, distrik Senekal

GROOT: 131,4120 hektaar

(4) Onderverdeling 1 van die plaas HONINGFONTEIN 84, distrik Senekal

GROOT: 326,6960 hektaar

Eiendomme (3) en (4) blykens Akte van Transport T1986/1987

in die naam van GEORG FREDERIK NAUDE

Ligging van hierdie eiendomme:—

16 km wes van Paul Roux

Geboue en verbeterings wat beweer word om op die eiendomme te bestaan is:—

Eiendom (1)

Spruit. Veekerend omhein en verdeel in kampe.

Eiendom (2)

Woonhuis met motorhuis, melkstal en stoor. 2 Boorgate, gronddam en spruit. Veekerend omhein en verdeel in kampe.

Eiendom (3)

2 Boorgate, sinkdam en 2 gronddamme. Veekerend omhein en verdeel in kampe.

Eiendom (4)

Woonhuis, melkstal, stoor met afdak, dubbelmotorhuis en rondawel. 2 boorgate, 2 sinkdamme en 3 gronddamme. Veekeerend omhein en verdeel in kampe.

Voornemende kopers se aandaag word daarop gevestig dat daar geen verpligting op die Landbank rus om grense of bakens ten opsigte van die eiendomme uit te wys nie. Geen versekering kan gegee word dat die beweerde geboue en ander verbeterings wel bestaan of op die eiendomme soos hierbo gemeld, geleë is nie, of dat enige daarvan vry van retensiereg of huurkoop-ooreenkoms is, of dat 'n aangrensende eienaar geen belang of kontribusie-eis ten opsigte van 'n grensheining het nie.

Die eiendomme word voetstoots verkoop soos dit staan, onderworpe aan alle serwitute en voorwaardes in die titelakte(s) vermeld.

By die toeslaan van die bot moet die koper die volgende in kontant of per bankgewaarborgde tjek betaal:—

(a) Minstens een-tiende van die koopprys.

(b) 2,5% Afslaerskommissie onderworpe aan 'n maksimum van R7 500. (14% BTW indien van toepassing is eksklusief betaalbaar). Waar eiendomme aan meer as een koper verkoop word is die totale kommissie vir al die kopers saam onderworpe aan hierdie maksimum op 'n pro rata-basis.

(c) Alle koste in verband met die verkoping wat insluit advertensiekoste.

(d) BTW indien van toepassing, dit is 14% op die volle koopprys;

Die saldo van die koopsom, plus 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, belastings en hereregte wat nodig mag wees om transport in sy naam te registreer. Hierdie bedrae moet betaal word sodra die Landbank dit versoek.

Die eiendomme word verkoop vry van enige huurooreenkomste, bewoningsregte, koop-ooreenkomste en/of vruggebruik.

Die Landbank behou hom die reg voor om enige eiendom wat te koop aangebied word te enige tyd van die verkoping te onttrek.

VERWYSINGSNOMMER: BAAI 03650 01G 02G (REGTE)

Land- en Landboubank van Suid-Afrika, Posbus 375, Pretoria, 0001. 2 Februarie 1995.

IMPORTANT!!

Placing of languages:

Government Gazettes

1. Notice is hereby given that the interchange of languages in the *Government Gazette* will be effected annually from the first issue in October.
2. For the period 1 October 1994 to 30 September 1995, English is to be placed **FIRST**.
3. This arrangement is in conformity with Gazettes containing Act of Parliament etc. where the language sequence remains constant throughout the sitting of Parliament.
4. ***It is therefore expected of you, the advertiser, to see that your copy is in accordance with the above-mentioned arrangement in order to avoid unnecessary style changes and editing to correspond with the correct style.***

—oO—

BELANGRIK!!

Plasing van tale:

Staatskoerante

1. Hiermee word bekendgemaak dat die omruil van tale in die *Staatskoerant* jaarliks geskied met die eerste uitgawe in Oktober.
2. Vir die tydperk 1 Oktober 1994 tot 30 September 1995 word Engels **EERSTE** geplaas.
3. Hierdie reëling is in ooreenstemming met dié van die Parlement waarby koerante met Wette ens. die taalvolgorde deurgaans behou vir die duur van die sitting.
4. ***Dit word dus van u, as adverteerder, verwag om u kople met bogenoemde reëling te laat strook om onnodige omskakeling en stylredigering in ooreenstemming te bring.***



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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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