REPUBLIC OF SOUTH AFRICA



REPUBLIEK VAN SUID-AFRIKA

Government Gazette Staatskoerant

Vol. 359

PRETORIA, 12 MAY 1995

No. 16406

LEGAL Notices

Wetlike Kennisgewings



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

LIST OF FIXED TARIFF RATES

AND

CONDITIONS

FOR PUBLICATION OF LEGAL NOTICES IN THE GOVERNMENT GAZETTE

(COMMENCEMENT: 1 MAY 1995)

LIST OF FIXED TARIFF RATES

| Standardised notices | Rate per insertion |
|--|--------------------|
| | R |
| ADMINISTRATION OF ESTATES ACTS NOTICES: Forms J 297, J 295, J 193 | |
| and J 187 | 13,80 |
| Business notices | 32,70 |
| INSOLVENCY ACT AND COMPANY ACTS NOTICES: Forms J 28, J 29 and Forms 1 to 9 | 27,60 |
| N.B.: Forms 2 and 9—additional statements according to word count table, added to the basic tariff. | |
| LOST LIFE INSURANCE POLICIES: Form VL | 16,50 |
| UNCLAIMED MONEYS—only in the extraordinary Government Gazette, closing date 15 January (per entry of "name, address and amount") | 8,10 |
| Non-standardised notices | |
| COMPANY NOTICES: | |
| Short notices: Meetings, resolutions, offer of compromise, conversion of company, voluntary windings-up; closing of transfer or members' registers | |
| and/or declaration of dividends | 62,90 |
| Declaration of dividend with profit statements, including notes | 144,80 |
| Long notices: Transfer, changes with respect to shares or capital, redemptions, resolutions, voluntary liquidations | 218,80 |
| LIQUIDATOR'S AND OTHER APPOINTEES' NOTICES | 49,40 |
| LIQUOR LICENCE NOTICES in extraordinary Gazette: | |
| All provinces appear on the first Friday of each calendar month | 46,70 |
| (Closing date for acceptance is two weeks prior to date of publication.) | |
| ORDERS OF THE COURT: | |
| Provisional and final liquidations or sequestrations | 82,20 |
| Reductions or changes in capital, mergers, offer of compromise | 218,80 |
| Judicial managements, curator bonus and similar and extensive rules nisi | 218,80 |
| Extension of return date | 27,60 |
| Supersessions and discharge of petitions (J 158) | 27,60 |
| SALES IN EXECUTIONS AND OTHER PUBLIC SALES: | |
| Sales in execution | 125,80 |
| Public auctions, sales and tenders: Up to 75 words | nanni |
| Up to 75 words | 38,40 |
| 76 to 250 words | 98,50 |
| count table) | 158,70 |

LYS VAN VASTE TARIEWE

For general notices which do not belong Vir elgemene kennisgewings wat his order under a new negligible with fixed tank NB yourneemee opskrifte met vasts tankwa ressor-

Voorwaardes

VIR PUBLIKASIE VAN WETLIKE KENNISGEWINGS IN DIE STAATSKOERANT

(INWERKINGTREDING: 1 MEI 1995)

LYS VAN VASTE TARIEWE

| | EIO VAIT VAOIE IAILETTE | |
|---------------------------|--|--------------------|
| | Gestandaardiseerde kennisgewings | Tarief per plasing |
| 147,10 | | R |
| | INISGEWINGS | 32,70 |
| | CENNISGEWINGS: Vorms J 297, J 295, J 193 en J 187 | 13,80 |
| | T- EN MAATSKAPPYWETTE-KENNISGEWINGS: Vorms J 28, 1 tot 9 | 27,60 |
| | 2 en 9—bykomstige verklarings volgens woordetal-tabel, toeg tot die basiese tarief. | |
| | GELDE—slegs in die buitengewone Staatskoerant, sluitingsdatum er inskrywing van 'n "naam, adres en bedrag") | 8,10 |
| VERLORE LEWE | NSVERSEKERINGSPOLISSE: Vorm VL | 16,50 |
| | Nie-gestandaardiseerde kennisgewings | |
| DRANKLISENSIE | -KENNISGEWINGS in buitengewone Staatskoerant: | |
| Alle provinsie | es verskyn op eerste Vrydag van elke kalendermaand | 46,70 |
| (Sluitingsa | latum van indiening is twee weke voor publiseringsdatum.) | |
| | N ANDER OPENBARE VERKOPE: | |
| Geregtelike v | verkope | 125,80 |
| Openbare ve | ilings, verkope en tenders: | |
| | orde | 38,40 |
| 76 tot 250 251 tot 350 | woorde | 98,50 158,70 |
| LIKWIDATEURS I | EN ANDER AANGESTELDES SE KENNISGEWINGS | 49,40 |
| MAATSKAPPYKE | INNISGEWINGS: | |
| van maats | ewings: Vergaderings, besluite, aanbod van skikking, omskepping skappy, vrywillige likwidasies, ens.; sluiting van oordrag- of lede- | r eyise. |
| | n/of verklaring van dividende | 62,90 |
| | n dividende met profytstate, notas ingesluit | 144,80 |
| | gewings: Oordragte, veranderings met betrekking tot aandele of flossings, besluite, vrywillige likwidasies | 218,80 |
| ORDERS VAN DI | E HOF: I the lend stated of the metallic belowing the Mo Tenes and Tenes | |
| Voorlopige er | n finale likwidasies of sekwestrasies | 82,20 |
| verlagings of | veranderings in kapitaai, samesmeitings, aanbod van skikking | 210,00 |
| | pesture, kurator bonis en soortgelyke en uitgebreide bevele nisi | 218,80 |
| | an keerdatum ng en afwysings van aansoeke (J 158) | 27,60 27,60 |
| rersydestellir | ig en alwysings van aansoeke (5 136) | 27,00 |

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

CONDITIONS FOR PUBLICATION VOORWAARDES VIR PUBLIKASIE

CLOSING TIMES FOR THE ACCEPT-ANCE 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.

SLUITINGSTYE VIR DIE AANNAME VAN KENNISGEWINGS

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

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

APPROVAL OF NOTICES

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

THE GOVERNMENT PRINTER INDEM-NIFIED AGAINST LIABILITY

- **4.** The Government Printer will assume no liability in respect of—
 - any delay in the publication of a notice or publication of such notice on any date other than that stipulated by the advertiser;
 - (2) erroneous classification of a notice, or the placement of such notice in any section or under any heading other than the section or heading stipulated by the advertiser;
 - (3) any editing, revision, omission, typographical errors or errors resulting from faint or indistinct copy.

LIABILITY OF ADVERTISER

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

- 2. (1) Wanneer 'n aparte Staatskoerant verlang word moet dit drie kalenderweke voor publikasie ingedien word.
- (2) Kopie van kennisgewings wat na sluitingstyd ontvang word, sal oorgehou word vir plasing in die eersvolgende *Staatskoerant*.
- (3) Wysiging van of veranderings in die kopie van kennisgewings kan nie onderneem word nie tensy opdragte daarvoor ontvang is voor 15:30 op Maandae.
- (4) Kopie van kennisgewings vir publikasie of wysigings van oorspronklike kopie kan nie oor die telefoon aanvaar word nie en moet per brief, per telegram of per hand bewerkstellig word.
- (5) In geval van kansellasies sal die terugbetaling van die koste van 'n kennisgewing oorweeg word slegs as die opdrag om te kanselleer op of voor die vasgestelde sluitingstyd soos in paragraaf 1 hierbo aangedui, ontvang is.

GOEDKEURING VAN KENNISGEWINGS

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

VRYWARING VAN DIE STAATSDRUK-KER TEEN AANSPREEKLIKHEID

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

AANSPREEKLIKHEID VAN 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

- Copy of notices must be typed on one side of the paper only and may not constitute part of any covering letter or document.
- **7.** At the top of any copy, and set well apart from the notice the following must be stated:
 - (1) The kind of notice.

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

- (2) The heading under which the notice is to appear.
- (3) The rate (e.g. "Fixed tariff rate", or "Word count rate") applicable to the notice, and the cost of publication.
- 8. All proper names and surnames must be clearly legible, surnames being underlined or typed in capital letters. In the event of a name being incorrectly printed as a result of indistinct writing, the notice will be republished only upon payment of the cost of a new insertion.

PAYMENT OF COST

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

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

- 10. (1) The cost of a notice must be calculated by the advertiser in accordance with—
 - (a) the list of fixed tariff rates; or
 - (b) where the fixed tariff rate does not apply, the word count rate.

KOPIE

- **6.** Die kopie van kennisgewings moet slegs op een kant van die papier getik wees en mag nie deel van enige begeleidende brief of dokument uitmaak nie.
- 7. Bo aan die kopie, en weg van die kennisgewing, moet die volgende aangedui word:
 - (1) Die aard van die kennisgewing.

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

- (2) Die opskrif waaronder die kennisgewing geplaas moet word.
- (3) Die tarief (bv. "Vaste tarief", of "Woordetal-tarief") wat op die kennisgewing van toepassing is, en die koste verbonde aan die plasing daarvan.
- 8. Alle eiename en familiename moet duidelik leesbaar wees en familiename moet onderstreep of in hoofletters getik word. Indien 'n naam verkeerd gedruk word as gevolg van onduidelike skrif, sal die kennisgewing alleen na betaling van die koste van 'n nuwe plasing weer gepubliseer word.

BETALING VAN KOSTE

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

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

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

PROOF OF PUBLICATION

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

BEWYS VAN PUBLIKASIE

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

Important Notice

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

Belangrike Kennisgewing

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

IMPORTANT ANNOUNCEMENT

Closing times PRIOR TO PUBLIC HOLIDAYS for

LEGAL NOTICES 1995

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

- ▶ 16 March, Thursday, for the issue of Friday 24 March
- ► 6 April, Thursday, for the issue of Thursday 13 April
- ▶ 12 April, Wednesday, for the issue of Friday 21 April
- ▶ 20 April, Thursday, for the issue of Friday 28 April
- ➤ 26 April, Wednesday, for the issue of Friday 5 May
- ▶ 8 June, Thursday, for the issue of Thursday 15 June
- ▶ 3 August, Thursday, for the issue of Friday 11 August
- ▶ 21 September, Thursday, for the issue of Friday 29 September
- ▶ 20 December, Wednesday, for the issue of Friday 29 December
- ▶ 28 December, Thursday, for the issue of Friday 5 January 1996

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

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

BELANGRIKE AANKONDIGING

Sluitingstye VOOR VAKANSIEDAE VIR

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

- ▶ 16 Maart, Donderdag, vir die uitgawe van Vrydag 24 Maart
- ► 6 April, Donderdag, vir die uitgawe van Donderdag 13 April
- ▶ 12 April, Woensdag, vir die uitgawe van Vrydag 21 April
- ▶ 20 April, Donderdag, vir die uitgawe van Vrydag 28 April
- ▶ 26 April, Woensdag, vir die uitgawe van Vrydag 5 Mei
- ▶ 8 Junie, Donderdag, vir die uitgawe van Donderdag 15 Junie
- 3 Augustus, Donderdag, vir die uitgawe van Vrydag 11 Augustus
- ▶ 21 September, Donderdag, vir die uitgawe van Vrydag 29 September
- ▶ 20 Desember, Woensdag, vir die uitgawe van Vrydag 29 Desember
- ▶ 28 Desember, Donderdag, vir die uitgawe van Vrydag 5 Januarie 1996

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

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

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

SALES IN EXECUTION · GEREGTELIKE VERKOPE

TRANSVAAL

Case 3976/92

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

In the matter between ABSA Bank Limited, trading as United Bank Limited, Plaintiff, and Pieter Jonker, Defendant

A sale in execution of the property described hereunder will take place on 31 May 1995 at 10:00, at the offices of the Sheriff of the Magistrate's Court, Alberton, Johria Court, 4 Du Plessis Street, Florentia, Alberton:

Erf 2116, Mayberry Park Township, Registration Division IR, the Province of Pretoria-Witwatersrand-Vereeniging, measuring 1 035 (one thousand and thirty-five) square metres, property known as 3 Seder Street, Mayberry Park, Alberton, situated in a Residential area.

Improvements: TV-room, lounge, dining-room, family room, three bedrooms, bathrooms, separate w.c., kitchen, laundry, three garages, servant's room and swimming-pool.

A bond can be arranged for an approved purchaser.

The conditions of sale may be inspected at the Sheriff of the Magistrate's Court, Alberton, Johria Court, 4 Du Plessis Street, Florentia, Alberton.

Signed and dated at Alberton on this the 4th day of April 1995.

Jack Sherman, Plaintiff's Attorneys, First Floor, 5A Clinton Road, Alberton, 1450.

Case 9851/90

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

In the matter between **United Bank Limited**, Plaintiff, and **Mkhethwa Wellington Shezi**, First Defendant, and **Elda Shezi**, Second Defendant

A sale in execution of the property described hereunder will take place on 31 May 1995 at 10:00, at the offices of the Sheriff of the Magistrate's Court, Alberton, Johria Court, 4 Du Plessis Street, Florentia, Alberton:

All right, title and interest in the leasehold in respect of Erf 8561, Tokoza Township, measuring 334 (three hundred and thirty-four) square metres.

Residence: Comprising lounge, kitchen, two bedrooms, bathroom and shower/w.c. (hereinafter called "the Right of Leasehold").

A bond can be arranged for an approved purchaser.

The conditions of sale may be inspected at the Sheriff of the Magistrate's Court, Alberton, Johria Court, 4 Du Plessis Street, Florentia, Alberton.

Signed and dated at Alberton on this the 31st day of March 1995.

Jack Sherman, Plaintiff's Attorneys, Second Floor, United Building, 24 Voortrekker Road, Alberton, 1450.

Case 8585/92

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

In the matter between United Bank Limited, Plaintiff, and Joyce Tebello Modisane, Defendant

A sale in execution of the property described hereunder will take place on 31 May 1995 at 10:00, at the offices of the Sheriff of the Magistrate's Court, Alberton, Johria Court, 4 Du Plessis Street, Florentia, Alberton:

All right, title and interest in the leasehold in respect of Erf 8165, Tokoza Township, measuring 396 (three hundred and ninety-six) square metres, property known as 8165 Tokoza.

Residence: Comprising lounge, dining-room, three bedrooms, two bathrooms/w.c., kitchen, garage and roof tiles (hereinafter called "the Right of Leasehold").

A bond can be arranged for an approved purchaser.

The conditions of sale may be inspected at the Sheriff of the Magistrate's Court, Alberton, Johria Court, 4 Du Plessis Street, Florentia, Alberton.

Signed and dated at Alberton on this the 4th day of April 1995.

Jack Sherman, Plaintiff's Attorneys, First Floor, 5A Clinton Road, Alberton, 1450.

Saak 934/94

IN DIE LANDDROSHOF VIR DIE DISTRIK NIGEL GEHOU TE NIGEL

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

Geliewe kennis te neem dat ingevolge uitspraak van bogemelde Agbare Hof, gedateer 15 Maart 1995, en daaropvolgende lasbrief vir eksekusie die hiernagemelde eiendom om 09:00 op 2 Junie 1995, te die Landdroskantore, Nigel, geregtelik verkoop sal word, naamlik:

Erf 380, Alra Park, Nigel.

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

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

Geteken te Nigel op hede die 6de dag van April 1995.

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

Case 2340/92

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

In the matter between ABSA Bank Limited, trading as United Bank Limited, Plaintiff, and Vaughan Graham Scott, First
Defendant, and Sherryl-Ann Scott, Second Defendant

A sale in execution of the property described hereunder will take place on 31 May 1995 at 10:00, at the office of the Sheriff of the Magistrate's Court, Alberton, Johria Court, 4 Du Plessis Street, Florentia, Alberton:

Portion 24, of Erf 1087, Meyersdal Township, Registration Division IR, the Province of Pretoria–Witwatersrand–Vereeniging, measuring 1 038 (one thousand and thirty-eight) square metres, property known as 81 Lindeque Street, Meyersdal, Alberton, situated in a Residential area.

Improvements: Entrance hall, lounge, dining-room, TV room, three bedrooms, dressing-room, kitchen, scullery, cloakroom, double garages, servant's room, shower and w.c.

A bond can be arranged for an approved purchaser.

The conditions of sale may be inspected at the Sheriff of the Magistrate's Court, Alberton, Johria Court, 4 Du Plessis Street, Florentia, Alberton.

Signed and dated at Alberton on this the 31st day of March 1995.

Jack Sherman, Plaintiff's Attorneys, Second Floor, United Building, 24 Voortrekker Road, Alberton, 1450.

Case 1353/92

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

In the matter between **United Bank Limited**, Plaintiff, and **Mongameli Mqapheli Sibiya**, First Defendant, and **Ncamisile Ellaine Sibiya**, Second Defendant

A sale in execution of the property described hereunder will take place on 31 May 1995 at 10:00, at the office of the Sheriff of the Magistrate's Court, Alberton, Johria Court, 4 Du Plessis Street, Florentia, Alberton:

All right, title and interest in the leasehold in respect of Erf 9306, Tokoza Extension 2 Township, measuring 280 (two hundred and eighty) square metres, property known as 9306 Tokoza.

Residence: Lounge, two bedrooms, bathroom, w.c. and kitchen.

A bond can be arranged for an approved purchaser.

The conditions of sale may be inspected at the Sheriff of the Magistrate's Court, Alberton, Johria Court, 4 Du Plessis Street, Florentia, Alberton.

Signed and dated at Alberton on this the 7th day of April 1995.

Jack Sherman, Plaintiff's Attorneys, First Floor, 5A Clinton Road, Alberton, 1450.

Saak 10170/94

IN DIE LANDDROSHOF VIR DIE DISTRIK VEREENIGING GEHOU TE VEREENIGING

In die saak tussen NBS Bank Beperk, Eiser, en Edmund William Robert Bernardo, Verweerder

Ter uitwinning van 'n vonnis van die Landdroshof vir die distrik Vereeniging, sal die eiendom hieronder vermeld per openbare veiling verkoop word deur die Balju by die kantoor van die Balju, Landdroshof, Meyerton, te Lockstraat 51, Meyerton, op 1 Junie 1995 om 10:00:

Erf: Gedeelte 1 van Erf 1836, geleë in die dorpsgebied Henley on Klip, Registrasieafdeling IR, Transvaal, groot 4 065 vierkante meter; gehou kragtens Akte van Transport T6044/94, bekend as Ewelmestraat 1836, Henley on Klip.

Verbeterings: Sitkamer, eetkamer, drie slaapkamers, twee badkamers, drie motorhuise, motorafdak, teëldak, steenmure, draad omheining, swembad, vermaakarea, waskamer, twee buitegeboue, eenslaapkamerwoonstel en tennisbaan.

Terme: Een tiende van die koopprys sal betaalbaar wees op die dag van die verkoping en die balans tesame met rente daarop teen die koers van 18,25% (een agt komma twee vyf persent) per jaar vanaf datum van koop tot datum van betaling sal gewaarborg word deur 'n bank- bouvereniging- of ander aanvaarbare waarborg. Sodanige waarborg moet verstrek word aan die Balju, Meyerton, binne 14 (veertien) dae vanaf datum van verkoping.

Voorwaardes: Die volledige voorwaardes van verkoping lê ter insae by die kantoor van die Balju, Landdroshof, Meyerton. Geteken te Vereeniging op hierdie 7de dag van April 1995.

J. Prinsloo, vir Rossouw & Prinsloo, NBS-gebou, Merrimanlaan, Posbus 871, Vereeniging. (Verw. J. A. M. Prinsloo/avdb.)

Case 17061/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between ABSA Bank Limited, Plaintiff, and Matome Wilson Mojuto, Defendant

In execution of a judgment of the Supreme Court of South Africa (Transvaal Provincial Division), in this suit, a sale without reserve of the undermentioned property will be held at the offices of the Sheriff, Wonderboom, Portion 83, De Onderstepoort (just north of Sasko Mills, old Warmbaths Road), Bon Accord, on 26 May 1995 at 11:00, on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the offices of the said Sheriff, prior to the sale:

Certain Erf 1920, situated in the residential area of Mamelodi Extension 2, Registration Division JR, Transvaal, situated at Site 1920, Mamelodi Extension 2, measuring 375 (three hundred and seventy-five) square metres.

Improvements: (Not guaranteed), lounge, dining-room, kitchen, three bedrooms and two bathrooms.

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

The auctioneer's charges are payable on the day of the sale and will be calculated at 5% (five per cent) on the proceeds of the sale up to a price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent), to a maximum fee of R6 000 (six thousand rand) and a minimum of R100 (one hundrend rand).

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

Matlala Incorporated, Eighth Floor, Standard General Building, 215 Proes Street, Pretoria, 0002; P.O. Box 77463/77464, Mamelodi West, 0101. (Docex 70.) [Tel. (012) 326-8923/4/5, Fax. (012) 323-7431.] (Ref. GGM/jm/L6704.)

Case 19118/94 PH 45

IN THE SUPREME COURT OF SOUTH AFICA

(Witwatersrand Local Division)

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

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without reserve and subject to written confirmation by the Plaintiff, will be held at the offices of the Sheriff, Randburg, 8 Elna Randhof, corner of Selkirk and Blairgowrie, Blairgowrie, Randburg, on Tuesday 6 June 1995, at 10:00, of the undermentioned property of the Defendant on the conditions to be read out by the auctioneer at the time of the sale and which conditions may be inspected at the offices of the Sheriff, Randburg, prior to sale:

- (i) Section 11, as shown and more full described on Sectional Plan SS 92/1993 (hereinafter referred to as "the Sectional Plan"), in the scheme known as Throb Villas, in respect of the land and building or buildings, situated at Randparkridge Township, Local Authority Randburg, according to the said Sectional Plan is 50 (fifty) square metres in extent (hereinafter referred to as "the Mortgage Section"); and
- (ii) an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan (hereinafter referred to as "the Common Property"), held under Deed of Transfer T24854;

(iii) an exclusive use area described as parking P11, measuring 14 (fourteen) square metres, being as such part of the common property, comprising the land and the scheme known as Throb Villas, in respect of the land and building or buildings situated at Randparkridge Township as shown and more fully described on Sectional Plan 92/1993.

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

Main building: Bedroom, bathroom, kitchen and lounge.

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

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

Dated at Johannesburg this the 10th day of April 1995.

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

Case 19118/94 PH 45

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited, formerly Nedperm Bank Limited, Plaintiff, and Johnson, Tessa Dorothy,**Defendant

In execuion of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without reserve and subject to written confirmation by the Plaintiff, will be held at the offices of the Sheriff, Johannesburg North, 131 Marshall Street, Johannesburg, on Thursday 1 June 1995, at 10:00, of the undermentioned property of the Defendant on the conditions to be read out by the auctioneer at the time of sale, and which conditions may be inspected at the offices of the Sheriff, Johannesburg, prior to sale:

- (a) Section 50, as shown and more fully described on Sectional Plan SS27/1990, in the building or buildings known as Enfield Court, situated at Johannesburg Township, in the area of the Johannesburg Local Authority, of which the floor area, according to the said Sectional Plan is 97 (ninety-seven) square metres; and
- (b) an undivided share in the common property in the land and buildings as shown and more fully described on the said Sectional Plan, apportioned to the said section in accordance with the participation quota of the said section, held under Certificate of Registered Sectional Title ST27/1990 (50)(unit);

being 707 Enfield Court, Kaptein Street, Hillbrow, Johannesburg.

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

Main building: Two bedrooms, bathroom, kitchen and lounge.

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

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

Dated at Johannesburg this the 11th day of April 1995.

Cliffe Dekker & Todd, Plaintiff's Attorneys, 24th Floor, 78 Fox Street, Johannesburg; P.O. Box 61059, Marshalltown, 2107. (Tel. 832-2911.) (Ref. Mr S. von Schirnding/nls/MSV23275.)

Case 1855/95

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between Nedcor Bank Limited, Plaintiff, and Mataka Teboho Leslie Mokwena, Defendant

In execution of a judgment of the Supreme Court of South Africa (Transvaal Provincial Division), in this suit, a sale without reserve will be held by the Sheriff of Potchefstroom, in front of the Main Entrance to the Magistrate's Court, Fochville, on 2 June 1995 at 10:30, of the undermentioned property of the Defendant on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the offices of the Sheriff, prior to the sale:

Certain Erf 3482, Wedela Extension 1, Registration Division IQ, Transvaal, known as 3482 Springbok Street, Wedela, Transvaal, measuring 232 (two three two) square metres, held under and by virtue of Deed of Transfer TL25992/1991.

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

Reserve price: Without reserve.

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

Auctioneer's charges: Payable on the day of sale and calculated at 5% (five per cent) on the proceeds of the sale up to a price of R15 000 (fifteen thousand rand) and thereafter at $2\frac{1}{2}$ (two and a half per cent) on the balance, subject to a maximum fee of R5 000 (five thousand rand) on a minimum fee of R30 (thirty rand).

Dated at Pretoria on this the 24th day of April 1995.

Savage Jooste & Adams Inc., Plaintiff's Attorneys, Savage Jooste & Adams Forum, 748 Church Street, Arcadia, Pretoria. (Ref. Mr Viljoen/co/J67.)

Case 13770/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between ABSA Bank Limited, Plaintiff, and George Mandlakayise Nkosi, Defendant

In execution of a judgment of the Supreme Court of South Africa (Transvaal Provincial Division), in this suit, a sale without reserve of the undermentioned property will be held at the offices of the Sheriff, Wonderboom, Portion 83, De Onderstepoort (just north of Sasko Mills, old Warmbaths Road), Bon Accord, on 26 May 1995 at 11:00 on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the offices of the said Sheriff, prior to the sale:

Certain Erf 20112, situated in the residential area of Mamelodi, Registration Division JR, Transvaal, situated at Site 20112 Mamelodi, measuring 330 (three hundred and thirty) square metres.

Improvements: (Not guaranteed), lounge, kitchen, two bedrooms and bathroom.

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

The auctioneer's charges are payable on the day of the sale and will be calculated at 5% (five per cent) on the proceeds of the sale up to a price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent), to a maximum fee of R6 000 (six thousand rand) and a minimum of R100 (one hundred rand).

Dated at Pretoria on this the 19th day of April 1995.

Matlala Incorporated, Eighth Floor, Standard General Building, 215 Proes Street, Pretoria, 0002; P.O. Box 77463/77464, Mamelodi West, 0101. (Docex 70.) [Tel. (012) 326-8923/4/5, Fax. (012) 323-7431.] (Ref. GGM/jm/L6654.)

Case 14166/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between ABSA Bank Limited, Plaintiff, and Thandi Matshidiso Phalane, Defendant

In execution of a judgment of the Supreme Court of South Africa (Transvaal Provincial Division), in this suit, a sale without reserve of the undermentioned property will be held at the offices of the Sheriff, Wonderboom, Portion 83, De Onderstepoort (just north of Sasko Mills, old Warmbaths Road), Bon Accord, on 26 May 1995 at 11:00, on conditions to be read out by the auctioneer at the time of the sales and which may be inspected at the offices of the said Sheriff, prior to the sale:

Certain Erf 1106, situated in the residential area of Mamelodi Extension 2, Registration Division JR, Transvaal, situated at Site 1106, Mamelodi Extension 2, measuring 381 (three hundred and eighty-one) square metres.

Improvements: (Not guaranteed): Lounge, kitchen, two bedrooms, bathroom and bath/w.c.

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

The auctioneer's charges are payable on the day of the sale and will be calculated at 5% (five per cent) on the proceeds of the sale up to a price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent), to a maximum fee of R6 000 (six thousand rand) and a minimum of R100 (one hundred rand).

Dated at Pretoria on this the 18th day of April 1995.

Matlala Incorporated, Eighth Floor, Standard General Building, 215 Proes Street, Pretoria, 0002; P.O. Box 77463/77464, Mamelodi West, 0101. (Docex 70.) [Tel. (012) 326-8923/4/5, Fax. (012) 323-7431.] (Ref. GGM/jm/L6666.)

Saak 8785/88

IN DIE LANDDROSHOF VIR DIE DISTRIK ALBERTON GEHOU TE ALBERTON

In die saak tussen Contract Protection Bureau, Eiser, en D. H. Schultz, Verweerder

Ingevolge vonnis van die Landdroshof te Alberton, en lasbrief vir eksekusie in bogemelde aangeleentheid sal die ondervermelde goedere op Woensdag, 31 Mei 1995 om 10:00 by die kantore van die Balju, Johriahof, Du Plessisweg 4, Florentia, Alberton, aan die hoogste bieder in kontant of bankgewaarborgde tjek verkoop word:

Erf 1127, Roodekop-dorpsgebied, Registrasieafdeling IR, Transvaal, groot 1 035 vierkante meter.

Geteken te Alberton op hierdie 11de dag van April 1995.

M. M. Scholtz, vir Scholtz, Prokureurs vir Eiser, J S Sentrum 203, hoek van Fore- en Voortrekkerstraat, New Redruth, Posbus 1078, Alberton, 1450. (Tel. 869-8570/1.) (Verw. Mara Scholtz/rlg/lC0378.)

Case 20722/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Coleman**, **Neil Allen**, First Defendant, and **Coleman**, **Liliana Anna**Maria, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned matter, a sale without a reserve price will be held at the offices of the Sheriff, Germiston North, Fourth Floor, Standard Chambers, President Street, Germiston, on Thursday, 1 June 1995 at 10:00, of the undermentioned property of the First and Second Defendants, on the conditions to be read out by the auctioneer at the offices of the Sheriff, Germiston North, prior to the sale:

Section 3, Southport, Bedford Gardens Township, Bedfordview Local Authority, being Flat 103, Bedford Gardens, Bedfordview, measuring 77 (seventy-seven) square metres, held under Deed of Transfer T48418/1992, bonded in favour of Nedcor Bank Limited, under Bond B56299/1992.

The following information is furnished in respect of the improvements though in this respect nothing is guaranteed: A flat comprising dining-room, lounge, one and a half bedrooms, kitchen, bathroom and toilet.

Terms: Ten per centum (10%) of the purchase price in cash on the day of sale; the balance 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 first R20 000 (twenty thousand rand) and 3% (three per centum) thereafter, subject to a maximum of R6 000 (six thousand rand) and a minimum of R100 (one hundred rand) on the day of the sale, and in addition transfer dues, any arrear levies, cost of transfer and arrear rates and taxes and other charges necessary to effect transfer upon request by the attorney for Plaintiff.

Dated at Johannesburg on this the 25th day of April 1995.

G. Mihaleto, for Hofmeyr Van der Merwe Inc., Attorneys for Plaintiff, Fourth Floor, Forum II, Braampark, 33 Hoofd Street, Private Bag X1000, Braamfontein. (Tel. 408-9000.) (Ref. G. Mihaletolm.)

Case 5931/95 PH 104

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between The Standard Bank of S.A. Ltd, Execution Creditor, and Mashabela, Mafethe Jim, 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 2 June 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 Leeuwpoort Street, Boksburg, prior to the sale:

Certain all right, title and interest in the leasehold in respect of Erf 16475, situated in the Township of Vosloorus Extension 4, Registration Division IR, Transvaal, being 16475 Vosloorus Extension 4, Boksburg, measuring 363 (three hundred and sixty-three) square metres.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: A detached single-storey brick built residence with iron 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 21st day of April 1995.

Ramsay, Webber & Company, Plaintiff's Attorneys, Fifth Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/avb/M1051.)

Saak 4959/95

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen ABSA Bank Beperk, Eiser, en Khuzani Jeremiah Masango, Verweerder

'n Eksekusieverkoping word gehou deur die Balju, Wonderboom, by die kantore van die Balju te Gedeelte 83, De Onderstepoort (net noord van Sasko-meule, ou Warmbadpad), Bon Accord, op 2 Junie 1995 om 11:00 van:

Gedeelte 80 ('n gedeelte van Gedeelte 39) van die plaas Haakdoornboom 267, Registrasieafdeling JR, Transvaal, groot 8,5653 hektaar, gehou kragtens Akte van Transport T67672/93, beter bekend as Plot 80 ('n gedeelte van Gedeelte 39) van die plaas Haakdoornboom 267 JR.

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

Verbeterings: 'n Baksteenwoonhuis met sinkdak, keramiekteëlvloere en volvloermatte, bestaande uit sitkamer, gesinskamer, eetkamer, kombuis, drie slaapkamers en badkamer. Buitegeboue: Twee motorhuise, motorafdak en stoorkamer.

Besigtig voorwaardes by Balju, Wonderboom, Gedeelte 83, De Onderstepoort (net noord van Sasko-meule, ou Warmbadpad), Bon Accord.

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

Case 1421/95 PH 104

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **The Standard Bank of S.A. Ltd,** Execution Creditor, and **Murray Investments CC No. CK92/08245/23**, Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office, Johannesburg North, on 1 June 1995 at 10:00, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff, Johannesburg North, 131 Marshall Street, Johannesburg, prior to the sale:

Certain Section 35, as shown and more fully described on Sectional Plan SS.100/1984, in the scheme known as Lowndes Gate in respect of the land and building or buildings situated at Illovo Township, Sandton Local Authority, of which section the floor area, according to the said Sectional Plan is 60 (sixty) square metres in extent; and an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan; being 211 Lowndes Gate, 46 Fricker Road, Illovo, measuring 60 (sixty) square metres.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: A simplex flat comprising kitchen, lounge/dining-room, bedroom, bathroom with outbuildings with similar construction comprising basement parking, the common property comprising eight servants' rooms, kitchen, three bedrooms, three toilets, seven storerooms, two transformer rooms, two lifts, eight garages and 52 basement parkings.

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 19 April 1995.

Ramsay, Webber & Company, Plaintiff's Attorneys, Fifth Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/avb/M1011.)

Case 25/95 PH 104

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **The Standard Bank of S.A. Ltd,** Execution Creditor, and **Maleka, Wilson,** First Execution Debtor, and **Mahlatse, Susan Mamokete,** 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 2 June 1995 at 11:15, of the undermentioned property of the Defendants on the conditions which will lie for inspection at the offices of the Sheriff, Boksburg, 182 Leeuwpoort Street, Boksburg, prior to the sale:

Certain all right, title and interest in the leasehold in respect of Erf 1046, situated in the Township of Vosloorus Extension 2, Registration Division IQ, Transvaal, being 1046, Vosloorus Extension 2, 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 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 10th day of April 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/M987.)

Case 6117/95 PH 104

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **The Standard Bank of S.A. Ltd, Execution Creditor, and Makhoba, Kenneth Nkosinathi,** First Execution Debtor, and **Mbatha, Maria Ziningi,** 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 2 June 1995 at 11:15, of the undermentioned property of the Defendants on the conditions which will lie for inspection at the offices of the Sheriff, Boksburg, 182 Leeuwpoort Street, Boksburg, prior to the sale:

Certain: All right, title and interest in the leasehold in respect of Erf 20606, situated in the Township of Vosloorus Extension 30, Registration Division IR, Transvaal, being 20606, Vosloorus Extension 30, Boksburg, measuring 216 (two hundred and sixteen) square metres.

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

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

Terms: 10% (ten per centum) of the purchase price in cash on the day of sale, the balance payable against registration of transfer, to be secured by a bank, 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 19th day of April 1995.

B. W. Webber, for Ramsay, Webber & Company, Fifth Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/fp/M1056.)

Case 6120/95 PH 104

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **The Standard Bank of S.A. Ltd**, Execution Creditor, and **Mogale, Lawrence**, First Execution Debtor, and **Tladi, Mmalitsila Tecia**, 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 2 June 1995 at 11:15, of the undermentioned property of the Defendants on the conditions which will lie for inspection at the offices of the Sheriff, Boksburg, 182 Leeuwpoort Street, Boksburg, prior to the sale:

Certain: Erf 18035, situated in the Township of Vosloorus Extension 25, Registration Division IR, Transvaal, being 18035 Vosloorus Extension 25, Boksburg, measuring 279 (two hundred and seventy-nine) square metres.

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

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

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

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 19th day of April 1995.

B. W. Webber, for Ramsay, Webber & Company, Fifth Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/fp/M1055.)

Case 6116/95 PH 104

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between The Standard Bank of S.A. Ltd, Execution Creditor, and Nai, Letlantseba Isaac, 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 2 June 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 Leeuwpoort Street, Boksburg, prior to the sale:

Certain: All right, title and interest in and to the leasehold in respect of Erf 20209, situated in the Township of Vosloorus Extension 30, Registration Division IR, Transvaal, being 20209 Vosloorus Extension 30, Boksburg, measuring 275 (two hundred and seventy-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 asbestos 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 19th day of April 1995.

B. W. Webber, for Ramsay, Webber & Company, Fifth Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/fp/N331.)

Case 3710/95 PH 104

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **The Standard Bank of S.A. Ltd, Execution Creditor, and Speelman, Itumeleng Joseph,** First Execution Debtor, and **Speelman, Mapuleng Lydia,** Second Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at 131 Marshall Street, Johannesburg, on 1 June 1995 at 10:00, of the undermentioned property of the Defendants on the conditions which will lie for inspection at the offices of the Sheriff, Johannesburg South, 100 Sheffield Street, Turffontein, Johannesburg, prior to the sale:

Certain Erf 326, situated in the Township of Kibler Park, Registration Division IQ, Transvaal, being 44 Valerie Street, Kibler Park, Johanesburg, measuring 1 107 (one thousand one hundred and seven) square metres.

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

A detached single-storey brick built residence with tiled roof, comprising kitchen, lounge/dining-room, family room, study, three bedrooms, two bathrooms with outbuildings with similar construction comprising of two garages, servant's room, toilet and a swimming-pool.

Terms: 10% (ten per centum) of the purchase price in cash on the day of sale, the balance payable against registration of transfer, to be secured by a bank, 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 19th day of April 1995.

B. W. Webber, for Ramsay, Webber & Company, Fifth Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/fp/S637.)

Case 16415/90 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 Marx, Frank, 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 2 June 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 Leeuwpoort Street, Boksburg, prior to the sale:

Certain Erf 553, situated in the Township of Vandykpark, Registration Division IR, Transvaal, being 9 Umbrella Street, Van Dykpark, Boksburg, measuring 763 (seven hundred and sixty-three) square metres.

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

A detached single-storey brick built residence with tiled roof, comprising kitchen, lounge/dining-room, three bedrooms, bathroom with outbuildings with similar construction comprising of double garage 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, 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 19th day of April 1995.

B. W. Webber, for Ramsay, Webber & Company, Fifth Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/fp/M29.)

Case 32378/94 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 Reynolds, Jennifer Arlene, 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, Randburg, on 6 June 1995 at 10:00, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff, Randburg, Elna Randhof, corner of Selkirk and Blairgowrie Drives, Randburg, prior to the sale:

Certain: Section 4, as shown and more fully described on Sectional Plan SS109/1991, in the scheme known as Northgate View, situated in the Township of Sundowner Extension 13, being Flat 4, Northgate View, Douglas Crescent, Sundowner Extension 13, Randburg. 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, measuring 125 (one hundred and twenty-five) square metres.

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

A duplex flat with tiled roof, comprising kitchen, lounge/dining-room, entrance hall, three separate toilets, separate shower, three bedrooms, two bathrooms with outbuildings with similar construction comprising of 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, 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 20th day of April 1995.

B. W. Webber, for Ramsay, Webber & Company, Fifth Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/bt/R227.)

Case 7985/94

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

In the matter between Allied Bank, Plaintiff, and Marthinus Christoffel Opperman, First Defendant, and Marthiena Sophia Aletta Opperman, Second Defendant

In pursuance of a judgment of the above Honourable Court and writ of execution, the undermentioned property will be sold in execution by the Sheriff of the Magistrate's Court, Springs, on Friday, 9 June 1995 at 15:00, at 66 Fourth Street, Springs, to the highest bidder:

Certain: Erf 306, Casseldale Township, measuring 1 115 square metres, held by Deed of Transfer T21005/1989, Registration Division IR, Transvaal, also known as 19 Galway Street, Casseldale, Springs.

Description of property: Brick building with corrugated iron roof, three bedrooms, lounge, dining-room, kitchen, bathroom, garage, two outside rooms and outside toilet.

Conditions: The sale will be subject to payment of 10% (ten per cent) of the purchase price in cash on the date of sale, together with auctioneers charges of 5% (five per cent) on the first R20 000 (twenty thousand rand) and thereafter 3% (three per cent) to a maximum fee of R6 000 (six thousand rand), the balance against transfer to be secured by an acceptable bank guarantee to be furnished to the Sheriff of the Court within fourteen (14) days from the date of sale. The purchaser shall be liable to pay interest at the rate of 19% (nineteen per cent) per annum from the date of sale until the date of transfer of the property to the secured creditor, namely Allied Bank, in whose favour bond/s are registered over the property. The full conditions of sale, which will be read out immediately prior to the sale, may be inspected at the office of the Sheriff of the Magistrate's Court, 66 Fourth Street, Springs.

Dated at Springs on this the 13th day of April 1995.

B. Cooper, for Ivan Davies Theunissen, Plaintiff's Attorneys, IDT Building, 64 Fourth Street, P.O. Box 16, Springs. (Tel. 812-1050.) (Docex 6.)

Case 31782/94 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 **Leopeng, Mckenzie Bakgethi,** First Execution Debtor, and **Leopeng, Matshediso Linda,** 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 2 June 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: Erf 9805, situated in the Township of Dobsonville Extension 3, Registration Division IQ, Transvaal, being 9805 Msebe Street, Dobsonville Extension 3, Roodepoort, measuring 282 (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, 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 14th day of April 1995.

B. W. Webber, for Ramsay, Webber & Company, Fifth Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/fp/L278.)

Case 4587/95 PH 104

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between The Standard Bank of S.A. Ltd, Execution Creditor, and Sehloho, Rose Pinky, 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 6 June 1995, at 10:00, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff, Alberton, First Floor, Terrace Building, Terrace Street, New Redruth, Alberton, and at the Magistrate's Court, prior to the sale:

Certain: All right, title and interest in and to the leasehold in respect of Erf 2986, situated in the Township of Likole Extension 1, Registration Division IR, Transvaal, being 2986 Likole Extension 1, Alberton, measuring 204 (two hundred and four) square metres.

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

A detached single storey brick built residence with tiled roof, comprising kitchen, lounge/dining-room, 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 14th day of April 1995.

B. W. Webber, for Ramsay, Webber & Company, Fifth Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/fp/S643.)

Case 5646/95 PH 104

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between The Standard Bank of S.A. Ltd, Execution Creditor, and Khambule, Lungi Trevor, Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office, Johannesburg North, on 1 June 1995 at 10:00, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff, Johannesburg North, 131 Marshall Street, Johannesburg, prior to the sale:

Certain: Section 55, as shown and more fully described on Sectional Plan SS27/1990, in the scheme known as Enfield Court, in respect of the land and building or buildings situated at Township of Johannesburg, Local Authority of Johannesburg, of which the floor area according to the said sectional plan, is 97 (ninety-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 said sectional plan, being Flat 703 Enfield Court, 55 Kaptein Street, Hillbrow, measuring 97 (ninety-seven) square metres.

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

A flat 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 14th day of April 1995.

B. W. Webber, for Ramsay, Webber & Company, Fifth Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/fp/K261.)

Case 5637/95 PH 104

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **The Standard Bank of S.A. Ltd**, Execution Creditor, and **MacElrevey, David Lawrence**, First Execution Debtor, and **MacElrevey, Anna Maria**, 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, Germiston North, on 1 June 1995 at 10:00, of the undermentioned property of the Defendants on the conditions which will lie for inspection at the offices of the Sheriff, Germiston North, Fourth Floor, Standard Towers, President Street, Germiston, prior to the sale:

Certain Erf 656, situated in the Township of Hurlyvale Extension 1, Registration Division IR, Transvaal, being 12 Bezuidenhout Road, Hurlyvale Extension 1, Edenvale, 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 tiled roof, comprising kitchen, lounge/dining-room, store-room, three bedrooms, two bathrooms with outlbuildings with similar construction comprising a servant's room, toilet and a swimming-pool.

Terms: 10% (ten per centum) of the purchase price in cash on the day of sale, the balance payable against registration of transfer, to be secured by a bank, 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 14th day of April 1995.

B. W. Webber, for Ramsay, Webber & Company, Fifth Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/fp/M1049.)

Case 25876/94 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 Nkosi, Mike, Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at 131 Marshall Street, Johannesburg, on 1 June 1995 at 10:00, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff, Soweto West, 32 Von Brandis Street, Johannesburg, prior to the sale:

Certain: Erf 2891, situated in the Township of Protea Glen Extension 2, Registration Division IQ, Transvaal, being 2891 Protea Glen Extension 2, Soweto.

Measuring: 264 (two hundred and sixty-four) square metres.

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

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

Terms: 10% (ten per centum) of the purchase price in cash on the day of sale, the balance payable against registration of transfer, to be secured by a bank or building society or other acceptable guarantee to be furnished within 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 14th day of April 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/N280.)

Case 14602/94 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 **Lubbe, Gerald Arthur,** First Execution Debtor, and **Lubbe, Tracey Karen,** Second Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office, Johannesburg East, on 1 June 1995 at 10:00, of the undermentioned property of the Defendants on the conditions which will lie for inspection at the offices of the Sheriff, Johannesburg East, 131 Marshall Street, Johannesburg, prior to the sale:

Certain: Erf 7599, situated in the Township of Kensington, Registration Division IR, Transvaal, being 93 Pandora Street, Kensington, Johannesburg.

Measuring: 570 (five hundred and seventy) square metres.

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

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

Terms: 10% (ten per centum) of the purchase price in cash on the day of sale, the balance payable against registration of transfer, to be secured by a bank or building society or other acceptable guarantee to be furnished within 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 14th day of April 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/L260.)

Case 4403/94 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 **Phakwe, Teboho James Albert,**Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office, Krugersdorp, on 31 May 1995 at 10:00, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff, Krugersdorp, 22B Klagburn Court, corner of Olckerse and Rissik Streets, Krugersdorp, prior to the sale:

Certain: All right, title and interest in and to the leasehold in respect of Stand 3524, situated in the Township of Kagiso, Registration Division Transvaal, being 3524 Kagiso.

Measuring: 279 (two hundred and seventy-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, 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 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 12th day of April 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.221.)

Saak 1149/95

IN DIE LANDDROSHOF VIR DIE DISTRIK WITBANK GEHOU TE WITBANK

In die saak tussen ABSA Bank Beperk, handeldrywend as United Bank, Eksekusieskuldeiser, en Willem Adriaan Bothma, Eksekusieskuldenaar

Kennis geskied hiermee dat die ondergemelde eiendom na aanleiding van 'n verstekvonnis wat in bogemelde saak op 23 Maart 1995 toegestaan is, op 26 Mei 1995 om 10:00, te Landdroshof Delvillestraat, Witbank, in eksekusie verkoop sal word ooreenkomstig die verkoopvoorwaardes wat ter insae sal lê by die Landdroskantoor, Witbank, vir 'n tydperk van tien (10) dae voor die verkoping, te wete:

Sekere Erf 1054, geleë in die dorpsgebied van Uitbreiding 2, Tasbet Park, Witbank, Registrasieafdeling JS, Transvaal, groot 1 000 (een nul nul nul) vierkante meter, gehou kragtens Akte van Transport T59228/91.

Straatadres: Choirstraat 7, Tasbet Park, Witbank.

Die eiendom is as volg verbeter (nie gewaarborg):

Die verkoping is onderhewig aan die volgende vernaamste voorwaardes:

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

Geteken te Witbank op hierdie 13de dag van April 1995.

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

Saak 9401/93

IN DIE LANDDROSHOF VIR DIE DISTRIK SPRINGS GEHOU TE SPRINGS

In die saak tussen Saambou Bank Beperk, Eiser, en Abram Johannes Beukes, Verweerder

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

Hoewe 254, Vischkuil-landbouhoewes-uitbreiding 1, Registrasieafdeling IR, provinsie Pretoria–Witwatersrand–Vereeniging, in eksekusie verkoop sal word op 26 Mei 1995, aan die hoogste bieër, by die kantore van die Balju, Landdroshof, Vierde Straat 66, Springs, om 15:00:

Die volgende verbeteringe skyn op die eiendom te wees maar word nie gewaarborg nie:

Verbeteringe: Woonhuis van baksteen gebou onder sinkdak, bestaan uit drie slaapkamers, kombuis, sitkamer, eetkamer, badkamer en toilet.

Buitegeboue: Drie toesluitmotorhuise, stoor, windpomp en elektriese pomp.

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 April 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/SSB/B1594.)

Saak 7137/94

IN DIE LANDDROSHOF VIR DIE DISTRIK SPRINGS GEHOU TE SPRINGS

In die saak tussen Allied Bank, Eiser, en C. P. en M. S. van Niekerk, Verweerders

Geliewe kennis te neem dat ingevolge uitspraak van bogenoemde Agbare Hof en daaropvolgende lasbrief vir eksekusie die hiernagemelde eiendom te die Baljukantore, Vierde Straat 66, Springs, op 9 Junie 1995 om 15:00, geregtelik verkoop sal word, naamlik:

Erf en dorpsgebied: Erf 638, Gedeelte 1, Modder-Oos-dorpsgebied, gehou kragtens Akte van Transport T54159/1993, Registrasieafdeling IR, Transvaal, ook bekend as Waverbergweg 28, Modder-Oos, Springs.

Beskrywing van eiendom: Baksteengebou met gepleisterde mure onder teëldak, drie slaapkamers, sitkamer, eetkamer, twee badkamers, kombuis, twee motorhuise en swembad.

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

Terme: Die koper sal aan die Baju 10% (tien persent) van die koopprys van die eiendom betaal op die dag van die verkoping asook afslaersgelde teen 'n koers van 5% (vyf persent) op die eerste R20 000 (twintigduisend rand) en daarna 3% (drie persent) tot 'n maksimum fooi van R6 000 (sesduisend rand). Die koper moet binne 14 dae na die datum van verkoping 'n aanvaarbare bankwaarborg lewer vir betaling van die saldo van die koopprys teen registrasie van die eiendom in sy naam. Die koper sal verantwoordelik wees om rente teen 'n koers van 19% (negentien persent) per jaar vanaf datum van verkoping tot datum van oordrag van die eiendom te betaal aan die versekerde skuldeiser, naamlik Allied Bank, in wie se guns verbande geregistreer is oor die eiendom. Die volle verkoopvoorwaardes kan geïnspekteer word by die kantore van die Balju van die bogemelde Agbare

Gedateer te Springs op hede hierdie 10de dag van April 1995.

B. Cooper, vir Ivan Davies Theunissen, IDT-gebou, Vierde Straat 64, Posbus 16, Docex 6, Springs. (Tel. 812-1050.) (Verw. Cooper/JD/B08194.)

Saak 1981/94

IN DIE LANDDROSHOF VIR DIE DISTRIK RANDFONTEIN GEHOU TE RANDFONTEIN

In die saak tussen Saambou Bank Beperk, Eiser, en Samuel Carlinsky, Eerste Verweerder, en Eunice Carlinsky, Tweede Verweerder

Kragtens 'n vonnis en 'n lasbrief word die eiendom, naamlik:

Eiendom: Erf 1471, Toekomsrus-dorpsgebied, Registrasieafdeling IQ, Transvaal, groot 645 vierkante meter.

Ligging: Plumstraat 11, Toekomsrus, Randfontein, in eksekusie verkoop op 2 Junie 1995 om 10:00, deur die Balju by sy kantoor te Parkstraat 40, Randfontein.

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

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

Case 10271/93

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

In the matter between Nedcor Bank Limited, Plaintiff, and Kouklinos Personal Holdings CC, No: CK89/11499/23, Defendant

In pursuance of a judgment in the Court of the Magistrate of Benoni, and writ of execution dated 27 June 1994, the property listed hereunder will be sold in execution on Wednesday, 31 May 1995 at 11:00, in front of the Magistrate's Court, Harpur Avenue, Benoni, to the highest bidder:

Erf 4966, Northmead Extension 9 Township, Registration Division IR, Transvaal, measuring 919 (nine hundred and nineteen) square metres, known as 16 Plumbago Street, Northmead, Benoni.

The property is unimproved.

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 centum) of the price, plus costs as in 2 above will be payable by the purchaser immediately after the sale and/or on later request. If the price is R10 000 or less the full price will be paid in place of the deposit. Bank guarantees for the payment of the balance of the price against registration of transfer of the property into the purchaser's name are to be delivered to the transferring attorney within 14 days of the sale date.
- 4. The purchaser will pay interest at 18% (eighteen per centum) per annum on all Preferent Creditor's claims which will include the Execution Creditor's claim.
- 5. Failing compliance with the conditions of sale, the sale may be enforced against the purchaser or alternatively cancelled subject to the purchaser being liable for damages.
- 6. The sale will be subject to 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 the Magistrate's Court or at the Sheriff's office.

Dated at Benoni on this the 19th day of May 1995.

H. J. Falconer, for A. E. Cook, Cook & Falconer, Execution Creditor's Attorneys, Second Floor, Permanent Building, 47 Princess Avenue, P.O. Box 52, Benoni. (Ref. HJF/Miss Narrendas.)

Case 7264/92

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 **Victor Vuyisile Sepoyo**, First Defendant, and **Nomawethu Iris Sepoyo**, Second Defendant

In pursuance of a judgment in the Court of the Magistrate of Benoni, and writ of execution issued 6 February 1995, the property listed hereunder will be sold in execution on Friday, 2 June 1995 at 11:00, at the office of the Sheriff of the Magistrate's Court, 439 Prince George Avenue, Brakpan, to the highest bidder:

All right, title and interest in the leasehold in respect of Lot 18637, Tsakane Extension 8 Township, Registration Division IR, Transvaal, measuring 293 (two hundred and ninety-three) square metres, known as Lot 18637, Tsakane Extension 8, Brakpan.

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

Main building: Bricks/plaster (paint) under tiles residence comprising lounge, three bedrooms, bathroom and kitchen. Fencing: Wire. Zoned: 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 centum) 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 19,5% (nineteen comma five per centum) per annum on all Preferent Creditor's claims which will include the Execution Creditor's claim.
- 5. Failing compliance with the conditions of sale, the sale may be enforced against the purchaser or alternatively cancelled subject to the purchaser being liable for damages.
- 6. The sale will be subject to 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 the Magistrate's Court or at the Sheriff's office.

Dated at Benoni on this the 19th day of May 1995.

H. J. Falconer, for A. E. Cook, Cook & Falconer, Execution Creditor's Attorneys, Second Floor, Permanent Building, 47 Princess Avenue, P.O. Box 52, Benoni. (Ref. HJF/Miss Narrendas.)

Case 224/93

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 **Sydney Mashobane Mashinini.** First Defendant, and **Lydia Stembile Mashinini.** Second Defendant

In pursuance of a judgment in the Court of the Magistrate of Benoni, and writ of execution issued on 17 March 1995, the property listed hereunder will be sold in execution on Friday, 2 June 1995 at 11:00, at the Office of the Sheriff of the Magistrate's Court, 439 Prince George Avenue, Brakpan, to the highest bidder:

All right, title and interest in the leasehold in respect of Lot 18306, Tsakane Extension 8 Township, Registration Division IR, Transvaal, measuring 322 (three hundred and twenty-two) square metres, known as Lot 18306, Tsakane Extension 8, Brakpan.

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

Semi-face bricks under tiles residence comprising lounge, dining-room, two bedrooms, bathroom and kitchen. Fencing: Wire mesh. Zoned: 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 centum) 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 18,75% (eighteen comma seven five per centum) per annum on all Preferent Creditor's claims which will include the Execution Creditor's claim.
- 5. Failing compliance with the conditions of sale, the sale may be enforced against the purchaser or alternatively cancelled subject to the purchaser being liable for damages.
- 6. The sale will be subject to 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 the Magistrate's Court or at the Sheriff's office.

Dated at Benoni on this the 19th day of May 1995.

H. J. Falconer, for A. E. Cook, Cook & Falconer, Execution Creditor's Attorneys, Second Floor, Permanent Building, 47 Princess Avenue, P.O. Box 52, Benoni. (Ref. HJF/Miss Narrendas.)

Case 10471/93

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 **Kenneth Mabaso**, First Defendant, and **Leah Nomthandazo Mabaso**, Second Defendant

In pursuance of a judgment in the Court of the Magistrate of Benoni, and writ of execution dated 10 March 1995, the property listed hereunder will be sold in execution on Wednesday, 31 May 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 4044, Daveyton Township, Registration Division IR, Transvaal, measuring 315 (three hundred and fifteen) square metres, known as 4044 Qayi 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 asbestos residence comprising three bedrooms, bathroom, kitchen and lounge. Fencing: Wire. Zoned: 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 centum) 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 18% (eighteen per centum) per annum on all Preferent Creditor's claims which will include the Execution Creditor's claim.
- 5. Failing compliance with the conditions of sale, the sale may be enforced against the purchaser or alternatively cancelled subject to the purchaser being liable for damages.
- 6. The sale will be subject to 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 the Magistrate's Court or at the Sheriff's office.

Dated at Benoni on this the 19th day of May 1995.

H. J. Falconer, for A. E. Cook, Cook & Falconer, Execution Creditor's Attorneys, Second Floor, Permanent Building, 47 Princess Avenue, P.O. Box 52, Benoni. (Ref. HJF/Miss Narrendas.)

Case 11677/91

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

In the matter between Nedcor Bank Limited, Plaintiff, and Elloit Teboho Tsotetsi, Defendant

In pursuance of a judgment in the Court of the Magistrate of Benoni, and writ of execution issued on 20 March 1995, the property listed hereunder will be sold in execution on Friday, 2 June 1995 at 11:00, at the office of the Sheriff of the Magistrate's Court, 439 Prince George Avenue, Brakpan, to the highest bidder:

All right, title and interest in the leasehold in respect of Lot 18551, Tsakane Extension 8 Township, Registration Division IR, Transvaal, measuring 280 (two hundred and eighty) square metres, known as Lot 18551, Tsakane Extension 8, Brakpan.

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

Main building: Semi-face bricks under tiles residence comprising lounge, two bedrooms, bathroom, kitchen, Fencing: Diamond mesh, Zoned: 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 incidential 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 (ten thousand rand) or less the full price will be paid in place of the deposit. Bankguarantees 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 22% (twenty two per centum) per annum on all preferent creditor's claims which will include the execution creditor's claim.
- 5. Failing compliance with the conditions of sale, the sale may be enforced against the purchaser or alternatively cancelled subject to the purchaser being liable for damages.
- 6. The sale will be subject to 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 the Magistrate's Court or at the Sheriff's Office.

Dated at Benoni on this the 19th day of May 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.)

Saak 25626/94

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen ABSA Bank Beperk, Eiser, en Lukas Marthinus Grobler, Verweerder

'n Eksekusieverkoping word gehou deur die Balju, Wonderboom te Gedeelte 83, De Onderstepoort (net noord van Saskomeule, ou Warmbadpad), Bon Accord, op 2 Junie 1995 om 11:00 van:

'n Eenheid bestaande uit Deel 3, soos getoon en vollediger beskryf op Deelplan SS197/82, in skema bekend as Parktuin, ten opsigte van die grond en geboue geleë te Erf 217, Florauna, Pretoria, Plaaslike Bestuur: Stadsraad van Pretoria, van welke deel die vloeroppervlakte volgens die voormelde deelplan 127 (een honderd sewe-en-twintig) vierkante meter groot is, en 'n onverdeelde aandeel in die gemeenskaplike eiendom in die skema toegedeel in ooreenstemming met die deelnemingskwota van genoemde deel, soos op genoemde deelplan aangeteken, gehou kragtens Akte van Transport ST86892/93, beter bekend as Parktuinwoonstelle 7, Sandappellaan 147, Florauna.

Besonderhede word nie gewaarborg nie.

Verbeterings: 'n Baksteen simpleks woonstel met teëldak, novilon vloere, volvloermatte, bestaande uit sitkamer, eetkamer, kombuis, drie slaapkamers en twee badkamers, *Buitegeboue*: Enkelmotorhuis en stoorkamer.

Besigtig voorwaardes by Balju Pretoria, Wonderboom, Gedeelte 83, De Onderstepoort (net noord van Sasko-meule, ou Warmbadpad), Bon Accord.

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

Saak 32116/94

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Witwatersrandse Plaaslike Afdeling)

In die saak tussen ABSA Bank Beperk, Eiser, en Panaino, John Matthew, Eerste Verweerder, en Panaino, Bernadette Roxane, Tweede 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 onderhewing aan die eiser se goedkeuring, gehou word te die kantore van die Balju te Marshallstraat 131, Johannesburg, op 1 Junie 1995 om 10:00, van die ondervermelde eiendom van die Verweerders op die voorwaardes wat deur die venduafslaer gelees sal word ten tye van die verkoping en welke voorwaardes by die kantore van die Balju voor die verkoping ter insae sal lê:

Sekere Erf 284, Turffontein-dorpsgebied, Registrasieafdeling IR, Transvaal, en ook bekend as Donellystraat 153, Turffontein, grootte 495 (vier nege vyf) vierkante meter.

Verbeteringe: (Geen waarborg in verband hiermee word gegee nie) bestaan uit die volgende: Hoofgebou: Ingangsportaal, sitkamer, eetkamer, drie slaapkamers, badkamer/toilet en kombuis, Buitegeboue: Motorhuis, bediendekamer en toilet, Konstruktueer: Baksteen met teël.

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

Gedateer te Johannesburg op hede die dag van April 1995.

Rossouws Prokureurs, Eiser se Prokureurs, Negende Verdieping, Atkinsonhuis, Eloff- en Albertstraat, Johannesburg, Posbus 1588. (Tel. 334-2727.) (Verw. Rossouw/cw/04/A8281E.)

Case 7083/92

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

In the matter between United Bank Limited, Plaintiff, and Rantuba Ephraim Titi, First Defendant, and Meid Annah Titi,
Second Defendant

A sale in execution of the property described hereunder will take place on 31 May 1995 at 10:00, at offices of the Sheriff of the Magistrate's Court, Alberton, Johria Court, 4 Du Plessis Street, Florentia, Alberton:

All right, title and interest in leasehold in respect of Erf 9551, Tokoza Extension 2 Township, measuring 340 (three hundred and forty) square metres, property known as 9551, Tokoza.

Residence comprising lounge, three bedrooms, bathroom, w.c., separate w.c. and kitchen (hereinafter called "the Right of Leasehold").

A bond can be arrange for an approved purchaser.

The conditions of sale may be inspected at the Sheriff of the Magistrate's Court, Alberton, Johria Court, 4 Du Plessis Street, Florentia, Alberton.

Signed and dated at Alberton on this the 11th day of April 1995.

Jack Sherman, Plaintiff's Attorneys, First Floor, 5A Clinton Road, Alberton, 1450.

Saak 2273/94

IN DIE LANDDROSHOF VIR DIE DISTRIK WESTONARIA GEHOU TE WESTONARIA

In die saak tussen NBS Bank Beperk, Eiser, en Andries Magano, Eerste Verweerder, en Annah Selane Magano, Tweede Verweerder

Ingevolge vonnis van die Landdroshof van Westonaria, distrik Westonaria, en lasbrief vir geregtelike verkoping sal die ondervermelde eiendom waarop beslag gelê is op 26 Januarie 1995 op Vrydag, 9 Junie 1995 om 10:00, voor die Landdroshof, Edwardslaan 50, Westonaria, aan die hoogste bieder verkoop word:

Erf 3256, Bekkersdal-dorpsgebied, Registrasieafdeling IQ, Transvaal, groot 365 (driehonderd vyf-en-sestig) vierkante meter, gehou kragtens Titelakte TL44486/90.

Die volgende verbeterings is verskaf maar nie gewaarborg nie: Woning: Sitkamer, eetkamer, drie slaapkamers, badkamer, toilet en kombuis. Buitegeboue: Geen. Verbeterings: Draadomheining.

Voorwaardes van verkoping: Die koopprys sal betaalbaar wees teen 10% (tien persent) as deposito en die balans van die koopprys op transport.

Die volle voorwaardes van verkoping, wat uitgelees sal word direk voor die verkoping, sal ter insae lê by die kantoor van die Balju van die Landdroshof, Edwardslaan 50, Westonaria, 'n banklening kan vooraf gereël word vir goedgekeurde koper.

Gedateer te Westonaria hierdie 9de dag van April 1995.

S. W. Kruger, vir Truter, Crous, Wiggill & Vos, Truvos Building, Briggsstraat 88, Westonaria. (Tel. 753-1188.) (Verw. SWK/ADB/W05472/N28/94.)

Saak 695/95

IN DIE LANDDROSHOF VIR DIE DISTRIK LETABA GEHOU TE TZANEEN

In die saak tussen Buy & Build Homecentre, Eiser, en P. C. Grobler, Verweerder

Geliewe kennis te neem dat ingevolge 'n vonnis en lasbrief vir eksekusie gedateer 20 Maart 1995, van die Landdroshof vir die distrik Letaba, die hiernagemelde eiendom deur die Balju vir die Landdroshof, Tzaneen, in eksekusie verkoop word op 2 Junie 1995 om 10:00, te Landdroskantoor, Morganstraat, Tzaneen, aan die hoogste bieder in kontant: Plot 68, Miami, Letsitele, en neem verder kennis dat die verkoopvoorwaardes by die kantore van die Balju, Landdroshof, Tzaneen, distrik Letaba/ Bolebedu/Naphuno, ter insae lê en behels onder andere die volgende:

Die verkgende:

Die verkoping is onderhewig aan die volgende voorwaardes:

- 1. Die eiendom sal verkoop word aan die hoogste bieder en die verkoping sal onderworpe wees aan artikel 66 van die Landdroshofwet, No. 32 van 1944.
- 2. Die koper sal verantwoordelik wees vir betaling aan die Eiser van rente teen 15% (vyftien persent) per jaar op die balans van die koopsom vanaf datum van verkoop tot datum van registrasie.
 - 3. Die koopprys sal soos volg betaalbaar wees:
- (a) 10% (tien persent) daarvan onmiddellik na ondertekening van die verkoopvoorwaardes in kontant of bankgewaarborgde tjeks.
- (b) Die balans van die koopprys binne 10 (tien) dae, in kontant of verseker deur 'n bank- of bougenootskapwaarborg, sodanige betaling en/of waarborge moet verskaf word aan die Eiser se prokureurs.
 - (c) Kommissie sal deur die koper aan die balju betaalbaar wees.
- 4. Die voorwaardes van verkoop wat uitgelees sal word deur die Balju, Landdroshof, onmiddellik voor die geregtelike verkoping, sal ter insae lê te die kantoor van die Balju van die Landdroshof te Tzaneen/Letaba, distrik Bolebedu/Naphuno.
 - 5. Die eiendom sal verkoop word, onderhewig aan enige uitstaande huurkontrak.

Aldus gedoen en geteken te Tzaneen op hierdie 12de dag van April 1995.

Miller-Van Aswegen Ing., Eerste Verdieping, Morgangebou, Morganstraat 10, Tzaneen, 0850. [Tel. (0152) 307-1333.] (Verw. mev. Van der Heever/3639.)

Case 24298/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between ABSA Bank Limited (Allied Bank Division), Plaintiff, and Mthembu: Mandlenkosi Wilfred, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the offices of the Sheriff, Alberton, at First Floor, Terrace Building, 1 Eaton Terrace Street, New Redruth, Alberton, on 30 May 1995 at 10:00, 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, Alberton, prior to the sale:

Certain Erf 1549, Likole Extension 1 Township, Registration Division IR, Transvaal, situated at 1549 Likole Extension 1, Katlehong, Alberton. Property zoned Residential, measuring 386 (three hundred and eighty-six) 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, three bedrooms, kitchen and bathroom with w.c.

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

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

Hammond Pole & Dixon Inc., c/o Mark Yammin, Hammond & Partners, Second Floor, Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 917-4631.) [Ref. Mrs Teixeira/A00301 (A301)].

Saak 11934/94

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

In die saak tussen **NBS Bank Beperk**, voorheen bekend as Natal Bouvereniging Beperk (Reg. No. 87/01384/06), Eiser, en **K. E. Manyaka**, Verweerder

Ingevolge 'n vonnis toegestaan in die Hof vir die Landdros van Kempton Park, en 'n lasbrief vir eksekusie gedateer 19 Oktober 1994, word die eiendom hieronder uiteengesit in eksekusie verkoop op Donderdag, 8 Junie 1995 om 10:00, by die Baljukantore, Parkstraat 8, Kempton Park, aan die hoogste bieder.

Sekere reg, titel en belang in huurpag gehou deur die Verweerder in Erf 749, Makulong-dorpsgebied, Registrasieafdeling IR, Transvaal, in die distrik Kempton Park, groot 248 (tweehonderd agt-en-veertig) vierkante meter, ook bekend as Erf 749, Makulong-afdeling, Tembisa.

Die volgende verbeterings op die eiendom word aangekondig, maar geen waarborg in verband daarmee word verskaf nie: Woonhuis gebou van stene, teëldak, bestaande uit toilet, badkamer, eetkamer, twee slaapkamers en kombuis. *Buitegeboue*: Geen.

Voorwaardes van verkoping:

- 1. Die koopprys sal betaalbaar wees synde 'n deposito in kontant van 10% (tien persent) en die balans teen registrasie van transport.
- 2. Die volle voorwaardes van verkoping sal gelees word onmiddellik voor die verkoping, en sal ter insae by die kantoor van die Balju, Kempton Park. 'n Substansiële bouvereniginglening kan vir 'n goedgekeurde koper toegestaan word met vooraf goedkeuring.

Gedateer te Kempton Park op hierdie 24ste dag van April 1995.

J. H. B. Schnetler, vir Badenhorst—Schnetler Ing., Eerste Verdieping, Hees- en Van Loggerenberggebou, Longstraat 23, Kempton Park. (Tel. 394-5627.) (Verw. mev. Lawrence/N1049/CDN613.)

Saak 12493/94

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

In die saak tussen N B S Bank Beperk (voorheen bekend as Natal Bouvereniging Beperk) (Reg. No. 87/01384/06), Eiser, en T. V. Sehona, Eerste Verweerder, en G. S. Sehona, Tweede Verweerder

Ingevolge 'n vonnis toegestaan in die Hof vir die Landdros, Kempton Park, en 'n lasbrief vir eksekusie gedateer 10 November 1994, word die eiendom hieronder uiteengesit in eksekusie verkoop op Donderdag, 8 Junie 1995 om 10:00, by die Baljukantore, Parkstraat 8, Kempton Park, aan die hoogste bieder:

Sekere: Reg, titel en belang in huurpag gehou deur die Verweerders in: Erf 4435, Tembisa-uitbreiding 10-dorpsgebied, Registrasieafdeling IR, Transvaal, in die distrik Kempton Park, groot 147 (eenhonderd sewe-en-veertig) vierkante meter, ook bekend as Erf 4435, Tembisa-uitbreiding 10.

Die volgende verbeterings op die eiendom word aangekondig maar geen waarborg in verband daarmee word verskaf nie: Woonhuis gebou van stene, sinkdak, bestaande uit toilet, badkamer, eetkamer, twee slaapkamers en kombuis.

Buitegeboue bestaan: Geen.

Voorwaardes van verkoping:

- 1. Die koopprys sal betaalbaar wees synde 'n deposito in kontant van 10% (tien persent) en die balans teen registrasie van transport.
- 2. Die volle voorwaardes van verkoping sal gelees word onmiddellik voor die verkoping, en sal lê vir insae by die kantoor van die Balju, Kempton Park. 'n Substansiële bouvereniginglening kan vir 'n goedgekeurde koper toegestaan word met vooraf goedkeuring.

Gedateer te Kempton Park op hierdie 24ste dag van April 1995.

J. H. B. Schnetler, vir Badenhorst-Schnetler Ingelyf, Eerste Verdieping, Hees en Van Loggerenberggebou, Longstraat 23, Kempton Park. (Tel. 394-5627.) (Verw. mev. Lawrence/N1080/CDN644.)

Saak 11121/92

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

In die saak tussen **N B S Bank Beperk** (voorheen bekend as Natal Bouvereniging Beperk) (Reg. No. 87/01384/06), Eiser, en **R. D. Miyambo**, Verweerder

Ingevolge 'n vonnis toegestaan in die Hof vir die Landdros, Kempton Park, en 'n lasbrief vir eksekusie gedateer 28 September 1994, word die eiendom hieronder uiteengesit in eksekusie verkoop op Donderdag, 8 Junie 1995 om 10:00, by die Baljukantore, Parkstraat 8, Kempton Park, aan die hoogste bieder:

Sekere: Reg, titel en belang in huurpag gehou deur die Verweerder in: Erf 560, Tembisa-uitbreiding 1-dorpsgebied, Registrasieafdeling JR, Transvaal, in die distrik Kempton Park, groot 367 (driehonderd sewe-en-sestig) vierkante meter.

Die volgende verbeterings op die eiendom word aangekondig maar geen waarborg in verband daarmee word verskaf nie: Woonhuis gebou van stene, teëldak, bestaande uit sitkamer, badkamer, eetkamer, toilet, drie slaapkamers en kombuis.

Buitegeboue bestaan: Geen.

Voorwaardes van verkoping:

1. Die koopprys sal betaalbaar wees synde 'n deposito in kontant van 10% (tien persent) en die balans teen registrasie van transport.

2. Die volle voorwaardes van verkoping sal gelees word onmiddellik voor die verkoping, en sal lê vir insae by die kantoor van die Balju, Kempton Park. 'n Substansiële bouvereniginglening kan vir 'n goedgekeurde koper toegestaan word met vooraf goedkeuring.

Gedateer te Kempton Park op hierdie 24ste dag van April 1995.

J. H. B. Schnetler, vir Badenhorst-Schnetler Ingelyf, Eerste Verdieping, Hees en Van Loggerenberggebou, Longstraat 23, Kempton Park. (Tel. 394-5627.) (Verw. mev. Lawrence/N711/CDN418.)

Saak 109/92

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

In die saak tussen **N B S Bank Beperk** (voorheen bekend as Natal Bouvereniging Beperk) (Reg. No. 87/01384/06), Eiser, en **L. Mbalati,** Verweerder

Ingevolge 'n vonnis toegestaan in die Hof vir die Landdros, Kempton Park, en 'n lasbrief vir eksekusie gedateer 22 Julie 1994, word die eiendom hieronder uiteengesit in eksekusie verkoop op Donderdag, 8 Junie 1995 om 10:00, by die Baljukantore, Parkstraat 8, Kempton Park, aan die hoogste bieder:

Sekere: Reg, titel en belang in huurpag gehou deur die Verweerder in: Erf 698, Tembisa-uitbreiding 1-dorpsgebied, Registrasieafdeling JR, Transvaal, in die distrik Kempton Park, groot 448 (vierhonderd agt-en-veertig) vierkante meter, ook bekend as Erf 698, Tembisa-uitbreiding 1.

Die volgende verbeterings op die eiendom word aangekondig maar geen waarborg in verband daarmee word verskaf nie: Woonhuis gebou van stene, teëldak, bestaande uit toilet, badkamer, eetkamer, twee slaapkamers en kombuis.

Buitegeboue bestaan: Geen.

Voorwaardes van verkoping:

- 1. Die koopprys sal betaalbaar wees synde 'n deposito in kontant van 10% (tien persent) en die balans teen registrasie van transport.
- 2. Die volle voorwaardes van verkoping sal gelees word onmiddellik voor die verkoping, en sal lê vir insae by die kantoor van die Balju, Kempton Park. 'n Substansiële bouvereniginglening kan vir 'n goedgekeurde koper toegestaan word met vooraf goedkeuring.

Gedateer te Kempton Park op hierdie 24ste dag van April 1995.

J. H. B. Schnetler, vir Badenhorst-Schnetler Ingelyf, Eerste Verdieping, Hees en Van Loggerenberggebou, Longstraat 23, Kempton Park. (Tel. 394-5627.) (Verw. mev. Lawrence/N638/CDN373.)

Saak 11756/94

IN DIE LANDDROSHOF VIR DIE DISTRIK GERMISTON GEHOU TE GERMISTON

In die saak tussen **N B S Bank Beperk** (voorheen bekend as Natal Bouvereniging Beperk) (Reg. No. 87/01384/06), Eiser, en **Craig Renier du Bruyn**, Verweerder

Ingevolge 'n vonnis toegestaan in die Hof vir die Landdros, Germiston, en 'n lasbrief vir eksekusie gedateer 16 Januarie 1995, word die eiendom hieronder uiteengesit in eksekusie verkoop op Donderdag, 1 Junie 1995 om 10:00, by die Baljukantore, Vierde Verdieping, Standard Towers, Presidentstraat, Germiston, aan die hoogste bieder:

Sekere: Erf 806, Dowerglen-uitbreiding 3-dorpsgebied, Registrasieafdeling IR, Transvaal, in die distrik Edenvale, groot 1 056 (eenduisend ses-en-vyftig) vierkante meter, ook bekend as Wildpearlaan 40, Dowerglen-uitbreiding 3, Edenvale, Germiston.

Die volgende verbeterings op die eiendom word aangekondig maar geen waarborg in verband daarmee word verskaf nie: Woonhuis gebou van stene, bestaande uit sitkamer, eetkamer, familiekamer, kombuis, ingangsportaal, drie slaapkamers, twee en 'n halwe badkamers en waskamer/stoorkamer.

Buitegeboue bestaan: Bediendekamer met badkamer, dubbelmotorhuis: Binnehof.

Voorwaardes van verkoping:

- 1. Die koopprys sal betaalbaar wees synde 'n deposito in kontant van 10% (tien persent) en die balans teen registrasie van transport.
- 2. Die volle voorwaardes van verkoping sal gelees word onmiddellik voor die verkoping, en sal lê vir insae by die kantoor van die Balju, Germiston-Noord. 'n Substansiële bouvereniginglening kan vir 'n goedgekeurde koper toegestaan word met vooraf goedkeuring.

Gedateer te Kempton Park op hierdie 20ste dag van April 1995.

J. H. B. Schnetler, vir Badenhorst-Schnetler Ingelyf, Eerste Verdieping, Hees en Van Loggerenberggebou, Longstraat 23, Kempton Park. (Verw. mev. Lawrence/N1032/CDN596.)

Saak 15308/93

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

In die saak tussen **Saambou Bank Beperk** (voorheen bekend as Saambou Nasionale Bouvereniging Beperk) (Reg. No. 87/05437/06), Eiser, en **C. Grib**, Eerste Verweerder, en **P. C. James**, Tweede Verweerder

Ingevolge 'n vonnis toegestaan in die Hof vir die Landdros Kempton Park, en 'n lasbrief vir eksekusie gedateer 28 Februarie 1995, word die eiendom hieronder uiteengesit in eksekusie verkoop op Donderdag, 8 Junie 1995 om 10:00, by die Baljukantore, Parkstraat 8, Kempton Park, aan die hoogste bieder:

Sekere: Eenheid 52, Bon Habitat, Bonaero Park-dorpsgebied, Registrasieafdeling IR, Transvaal, in die distrik Kempton Park, groot 77 (sewe-en-sewentig) vierkante meter, ook bekend as Bon Habitatwoontelle 52, D. F. Malanrylaan, Bonaero Park, Kempton Park.

Die volgende verbeterings op die eiendom word aangekondig maar geen waarborg in verband daarmee word verskaf nie: Woonhuis gebou van stene, sinkdak, bestaande uit sitkamer, badkamer, eetkamer, toilet, twee slaapkamers en kombuis.

Buitegeboue bestaan: Afdak en omhein met mure.

Voorwaardes van verkoping:

- 1. Die koopprys sal betaalbaar wees synde 'n deposito in kontant van 20% (twintig persent) en die balans teen registrasie van transport.
- 2. Die volle voorwaardes van verkoping sal gelees word onmiddellik voor die verkoping, en sal lê vir insae by die kantoor van die betrokke Balju. 'n Substansiële bouvereniginglening kan vir 'n goedgekeurde koper toegestaan word met vooraf goedkeuring.

Gedateer te Kempton Park op hierdie 24ste dag van April 1995.

J. H. B. Schnetler, vir Badenhorst-Schnetler Ingelyf, Eerste Verdieping, Hees en Van Loggerenberggebou, Longstraat 23, Kempton Park. (Verw. mev. Lawrence/S1224/CDS216.)

Saak 1847/95

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

In die saak tussen **N B S Bank Beperk** (voorheen bekend as Natal Bouvereniging Beperk) (Reg. No. 87/01384/06), Eiser, en **M. I. Fahie**, Verweerder

Ingevolge 'n vonnis toegestaan in die Hof vir die Landdros Kempton Park, en 'n lasbrief vir eksekusie gedateer 7 Maart 1995, word die eiendom hieronder uiteengesit in eksekusie verkoop op Donderdag, 8 Junie 1995 om 10:00, by die Baljukantore, Parkstraat 8, Kempton Park, aan die hoogste bieder:

Sekere: Eenheid 18, Lizurma Gardens, Erf 199, Norkem Park, Registrasieafdeling IR, Transvaal, in die distrik Kempton Park, groot 98 (agt-en-negentig) vierkante meter, ook bekend as Eenheid 18, Lizurma Gardens, Dries Niemandstraat, Norkem Park, Kempton Park.

Die volgende verbeterings op die eiendom word aangekondig maar geen waarborg in verband daarmee word verskaf nie: Woonhuis gebou van stene, teëldak, bestaande uit sitkamer, badkamer, toilet, twee slaapkamers en kombuis.

Buitegeboue bestaan: Motorhuis, oprit en omhein met baksteenmure.

Voorwaardes van verkoping:

- 1. Die koopprys sal betaalbaar wees synde 'n deposito in kontant van 10% (tien persent) en die balans teen registrasie van transport.
- 2. Die volle voorwaardes van verkoping sal gelees word onmiddellik voor die verkoping, en sal lê vir insae by die kantoor van die Balju, Kempton Park. 'n Substansiële bouvereniginglening kan vir 'n goedgekeurde koper toegestaan word met vooraf goedkeuring.

Gedateer te Kempton Park op hierdie 24ste dag van April 1995.

J. H. B. Schnetler, vir Badenhorst-Schnetler Ingelyf, Eerste Verdieping, Hees en Van Loggerenberggebou, Longstraat 23, Kempton Park. (Verw. mev. Lawrence/N1122/CDN683.)

Saak 1591/95

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

In die saak tussen **N B S Bank Beperk** (voorheen bekend as Natal Bouvereniging Beperk) (Reg. No. 87/01384/06), Eiser, en **L. M. Mogane,** Eerste Verweerder, en **B. B. Mogane,** Tweede Verweerder

Ingevolge 'n vonnis toegestaan in die Hof vir die Landdros Kempton Park, en 'n lasbrief vir eksekusie gedateer 10 Maart 1995, word die eiendom hieronder uiteengesit in eksekusie verkoop op Donderdag, 8 Junie 1995 om 10:00, by die Baljukantore, Parkstraat 8, Kempton Park, aan die hoogste bieder:

Sekere: Reg, titel en belang in huurpag gehou deur die Verweerder in: Erf 105, Elindinga-dorpsgebied, Registrasieafdeling IR, Transvaal, in die distrik Kempton Park, groot 280 (tweehonderd en tagtig) vierkante meter, ook bekend as Erf 105, Elindinga Afdeling, Tembisa.

Die volgende verbeterings op die eiendom word aangekondig maar geen waarborg in verband daarmee word verskaf nie: Woonhuis gebou van stene, teëldak, bestaande uit toilet, badkamer, eetkamer, drie slaapkamers en kombuis.

Buitegeboue bestaan: Geen.

Voorwaardes van verkoping:

- 1. Die koopprys sal betaalbaar wees synde 'n deposito in kontant van 10% (tien persent) en die balans teen registrasie van ransport.
- 2. Die volle voorwaardes van verkoping sal gelees word onmiddellik voor die verkoping, en sal lê vir insae by die kantoor van die Balju, Kempton Park. 'n Substansiële bouvereniginglening kan vir 'n goedgekeurde koper toegestaan word met vooraf goedkeuring.

Gedateer te Kempton Park op hierdie 24ste dag van April 1995.

J. H. B. Schnetler, vir Badenhorst-Schnetler Ingelyf, Eerste Verdieping, Hees en Van Loggerenberggebou, Longstraat 23, Kempton Park. (Tel. 394-5627.) (Verw. mev. Lawrence/N363/CDN239.)

Saak 15200/94

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

In die saak tussen **NBS Bank Beperk**, voorheen bekend as Natal Bouvereniging Beperk (Reg. No. 87/01384/06), Eiser, en **M. S. Maphanga**, Verweerder

Ingevolge 'n vonnis toegestaan in die Hof vir die Landdros van Kempton Park en 'n lasbrief vir eksekusie gedateer 3 Februarie 1995 word die eiendom hieronder uiteengesit in eksekusie verkoop op Donderdag, 8 Junie 1995 om 10:00, by die Baljukantore, Parkstraat 8, Kempton Park, aan die hoogste bieder:

Sekere: Reg, titel en belang in huurpag gehou deur die Verweerder in Erf 538, dorpsgebied Lekaneng, Registrasieafdeling IR, Transvaal, in die distrik Kempton Park, groot 273 (tweehonderd drie-en-sewentig) vierkante meter, ook bekend as Erf 538, afdeling Lekaneng, Tembisa.

Die volgende verbeterings op die eiendom word aangekondig maar geen waarborg in verband daarmee word verskaf nie:

Woonhuis gebou van stene, teëldak, bestaande uit sitkamer, badkamer, eetkamer, toilet, drie slaapkamers en kombuis. Buitegeboue bestaan geen—omhein met mure.

Voorwaardes van verkoping:

- 1. Die koopprys sal betaalbaar wees synde 'n deposito in kontant van 10% (tien persent) en die balans teen registrasie van transport.
- 2. Die volle voorwaardes van verkoping sal gelees word onmiddellik voor die verkoping, en sal lê vir insae by die kantoor van die Balju, Kempton Park. 'n Substansiële bouvereniginglening kan vir 'n goedgekeurde koper toegestaan word met vooraf goedkeuring.

Gedateer te Kempton Park op hierdie 24ste dag van April 1995.

J. H. B. Schnetler, vir Badenhorst-Schnetler Ing., Eerste Verdieping, Hees en Van Loggerenberggebou, Longstraat 23, Kempton Park. (Tel. 394-5627.) (Verw. mev. Lawrence/N1109/CDN671.)

Saak 12102/94

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

In die saak tussen **NBS Bank Beperk**, voorheen bekend as Natal Bouvereniging Beperk (Reg. No. 87/01384/06), Eiser, en **M. D. Time**, Eerste Verweerder en **R. M. Time**, Tweede Verweerder

Ingevolge 'n vonnis toegestaan in die Hof vir die Landdros van Kempton Park en 'n lasbrief vir eksekusie gedateer 3 Februarie 1995 word die eiendom hieronder uiteengesit in eksekusie verkoop op Donderdag, 8 Junie 1995 om 10:00, by die Baljukantore, Parkstraat 8, Kempton Park, aan die hoogste bieder:

Sekere: Reg, titel en belang in huurpag gehou deur die Verweerder in Erf 779, dorpsgebied Tembisa-uitbreiding 1, Registrasieafdeling JR, Transvaal, in die distrik Kempton Park, groot 337 (driehonderd sewe-en-dertig) vierkante meter, ook bekend as Erf 779, Hospital View, Tembisa.

Die volgende verbeterings op die eiendom word aangekondig maar geen waarborg in verband daarmee word verskaf nie:

Woonhuis gebou van stene, teëldak, bestaande uit sitkamer, badkamer, eetkamer, toilet, drie slaapkamers en kombuis. Buitegeboue bestaan motorhuis—omhein.

Voorwaardes van verkoping:

- 1. Die koopprys sal betaalbaar wees synde 'n deposito in kontant van 10% (tien persent) en die balans teen registrasie van transport.
- 2. Die volle voorwaardes van verkoping sal gelees word onmiddellik voor die verkoping, en sal lê vir insae by die kantoor van die Balju, Kempton Park. 'n Substansiële bouvereniginglening kan vir 'n goedgekeurde koper toegestaan word met vooraf goedkeuring.

Gedateer te Kempton Park op hierdie 24ste dag van April 1995.

J. H. B. Schnetler, vir Badenhorst-Schnetler Ing., Eerste Verdieping, Hees en Van Loggerenberggebou, Longstraat 23, Kempton Park. (Tel. 394-5627.) (Verw. mev. Lawrence/N1056/CDN617.)

Saak 14473/94

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

In die saak tussen **NBS Bank Beperk**, voorheen bekend as Natal Bouvereniging Beperk (Reg. No. 87/01384/06), Eiser, en **M. F. Mangena**, Verweerder

Ingevolge 'n vonnis toegestaan in die Hof vir die Landdros van Kempton Park en 'n lasbrief vir eksekusie gedateer 23 Februarie 1995 word die eiendom hieronder uiteengesit in eksekusie verkoop op Donderdag, 8 Junie 1995 om 10:00, by die Baljukantore, Parkstraat 8, Kempton Park, aan die hoogste bieder:

Sekere: Reg, titel en belang in huurpag gehou deur die Verweerder in Erf 606, dorpsgebied Tlamatlama, Registrasieafdeling IR, Transvaal, in die distrik Kempton Park, groot 388 (driehonderd agt-en-tagtig) vierkante meter, ook bekend as Erf 606, afdeling Tlamatlama, Tembisa.

Die volgende verbeterings op die eiendom word aangekondig maar geen waarborg in verband daarmee word verskaf nie:

Woonhuis gebou van stene, teëldak, bestaande uit sitkamer, badkamer, eetkamer, toilet, drie slaapkamers en kombuis. Buitegeboue bestaan geen.

Voorwaardes van verkoping:

- 1. Die koopprys sal betaalbaar wees synde 'n deposito in kontant van 10% (tien persent) en die balans teen registrasie van transport.
- 2. Die volle voorwaardes van verkoping sal gelees word onmiddellik voor die verkoping, en sal lê vir insae by die kantoor van die Balju, Kempton Park. 'n Substansiële bouvereniging kan vir 'n goedgekeurde koper toegestaan word met vooraf goedkeuring.

Gedateer te Kempton Park op hierdie 24ste dag van April 1995.

J. H. B. Schnetler, vir Badenhorst-Schnetler Ing., Eerste Verdieping, Hees en Van Loggerenberggebou, Longstraat 23, Kempton Park. (Tel. 394-5627.) (Verw. mev. Lawrence/N1095/CDN654.)

Saak 20273/91 PH 375

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Witwatersrandse Plaaslike Afdeling)

In die saak tussen **United Bank Beperk**, voorheen United Bouvereniging Beperk, Eiser, en **Sello, Enoch**, Eerste Verweerder, en **Sello, Sellwane Lulu**, 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 ten kantore van die Balju van die Hooggeregshof, Markstraat 44, Boksburg, op Vrydag, 2 Junie 1995 om 11:15, van die ondervermelde eiendom van die Eerste Verweerder en die Tweede 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 van die Hooggeregshof, soos voorheen, voor die verkoping ter insae sal lê:

Die reg van huurpag ten opsigte van Perseel 7888, Vosloorus-uitbreiding 9-dorpsgebied, Registrasieafdeling IR, Transvaal, groot 315 (driehonderd en vyftien) vierkante meter, soos gewys op Algemene Plan L491/87 en gehou kragtens Sertifikaat van Geregistreerde Huurpag TL13809/1990. Geleë te 7888 Vosloorus-uitbreiding 9.

Die erf is as woongebied verklaar. Die volgende inligting word verskaf insake verbeteringe, alhoewel geen waarborg in verband daarmee gegee kan word nie:

'n Sitkamer, eetkamer, twee slaapkamers, badkamer met toilet, kombuis met teëldak.

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 R15 000 (vyftienduisend rand) en daarna $2\frac{1}{2}$ % (twee en 'n half persent) tot 'n maksimum fooi van R5 000 (vyfduisend rand). Minimum fooie R50 (vyftig rand).

Datum: 12 April 1995.

Simon & Goetzsche, Eiser se Prokureur, Derde Verdieping, Rosepark South, Sturdeelaan 6, Rosebank. (Tel. 788-2000.) (Ref. mnr. Smart/jhd/uls 453.)

Case 4321/95 PH 104

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **The Standard Bank of S.A. Ltd, Execution Creditor, and De Beer, Jacobus Adriaan, First Execution**Debtor, and **De Beer, Cornelia Susara Johanna, Second Execution Debtor**

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Main Entrance Hall of the Magistrate's Court, Vanderbijlpark, on 2 June 1995 at 10:00, of the undermentioned property of the Defendants on the conditions which will lie for inspection at the Magistrate's Court, General Hertzog Street, Vanderbijlpark, prior to the sale:

Certain Erf 702, situated in the Township of Vanderbijlpark South West 1, Registration Division IQ, Transvaal, being 36 Jannie de Waal Street, Vanderbijlpark South West 1, measuring 780 (seven 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 iron roof, comprising kitchen, lounge/dining-room, study, separate toilet, three bedrooms, bathroom with outbuildings with similar construction comprising garage, servant's room, shower, toilet, laundry 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 25th day of April 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.381.)

Case 18330/94 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 **Hlongwane**, **Mbizeni Nicholas**, First Execution Debtor, and **Hlongwane**, **Hlengiwe Comfort Diane**, 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 2 June 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 Leeuwpoort Street, Boksburg, prior to the sale:

Certain Erf 7334, situated in the Township of Vosloorus Extension 9, Registration Division IR, Transvaal, being 7334 Vosloorus Extension 9, Boksburg, measuring 327 (three hundred and twenty-seven) square metres.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: A detached single storey brick built residence with 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 25th day of April 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/H.227.)

Saak 2344/95

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Witwatersrand Plaaslike Afdeling)

In die saak tussen NBS Bank Limited, Eiser, en Moodley, V. P., Eerste Verweerder, en Moodley, T., Tweede Verweerder

Ter uitwinning van 'n vonnis van die Hooggeregshof van Suid-Afrika (Witwatersrand Plaaslike Afdeling) in bogemelde saak sal 'n verkoping sonder 'n reserweprys gehou word te die kantore van die Balju, Eerste Verdieping, Teracegebou, Eaton Terrace 1, Alberton, op Donderdag, 30 Mei 1995 om 10:00, van die ondergemelde eiendom van die Verweerders wat deur die Balju gelees sal word ten tye van die verkoping en welke voorwaardes by die kantore van die Balju van die Hooggeregshof Alberton, voor die verkoping ter insae sal lê:

Sekere Erf 540, Palm Ridge-dorpsgebied, Registrasieafdeling IR, Transvaal, gehou deur Vasuthaven Perumal Moodley en Thamravadhni Moodley onder Akte van Transport T47796/91, bekend as Persimonstraat 11, Palm Ridge, Alberton, groot 792 vierkante meter.

Sonering: Residensieel.

Spesiale gebruiksvergunnings en voorwaardes: Geen.

Verbeterings: Hoofgebou bestaande uit teëldak met gepleisterde mure bestaande uit sitkamer, kombuis, drie slaapkamers en badkamer met toilet. Buitegeboue: Geen.

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

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

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

Gedateer te Alberton op hede die 7de dag van April 1995.

Klopper Jonker Ing., Prokureurs vir Eiser, Eerste Verdieping, Terracegebou, Eaton Terrace 1, Alberton; Posbus 6, Alberton, p.a. Docex 216, Presidentstraat 84, Johannesburg. (Verw. N2944/EU/PP.)

Saak 26411/94

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **Eerste Nasionale Bank van SA Beperk**, Eiser, en **Mev. Hendrina Carolina van Vuuren** (gebore Coertse), Verweerder

Geliewe kennis te neem dat in opvolging van 'n vonnis in bogemelde aksie toegestaan op 15 Februarie 1995, sal die ondergemelde onroerende eiendom, geregistreer in die naam van die Verweerder, sonder 'n reserweprys, deur die Balju in eksekusie verkoop word op 24 Mei 1995 om 10:00:

Eenheid 1, in die gebou of geboue bekend as Gerhard geleë te Erf 1964, Faerie Glen-uitbreiding 7, waarvan die grootte 116 vierkante meter is, gehou kragtens Sertifikaat van Geregistreerde Deeltitel ST54742/1988. (Die eiendom is ook beter bekend as Nebosingel 744B, Faerie Glen-uitbreiding 7).

Plek van verkoping: Die verkoping sal plaasvind te die kantore van die Balju, Pretoria-Oos, Strubenstraat 142, Pretoria.

Verbeterings: Die volgende verbeterings is op die eiendom aangebring alhoewel geen waarborg daartoe verskaf word nie: 'n Duethuis bestaande uit sitkamer, eetkamer, kombuis, spens, opwaskamer, drie slaapkamers, twee badkamers, twee toilette en stort. Buitegeboue: Synde dubbelmotorhuis en twee stoorkamers.

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

Gedateer te Pretoria op hierdie 6de dag van April 1995.

G. van den Burg, vir Rorich Wolmarans & Luderitz Ing., Ons Eerste Volksbankgebou, Kerkplein 32, Mutuallaan, Pretoria. (Tel. 325-3933.) (Verw. F.9382/B1 Mnr. G. van den Burg.)

Case 20151/94 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 Michau, Kevin Raymond, First Execution Debtor, and Turner, Shelagh McKenzie, Second Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at 131 Marshall Street, Johannesburg, on 1 June 1995 at 10:00, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff, Johannesburg South, 100 Sheffield Street, Turffontein, Johannesburg, prior to the sale:

Certain:

1. Section 46, as shown and more fully describe on Sectional Plan SS11/1990, in the scheme known as Charolais, in respect of the land and building or buildings situated at Ormonde Extension 1 Township, Local Authority of Johannesburg, of which the floor area, according to the said sectional plan is 93 (ninety-three) 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.

- 2. An exclusive use area described as Parking P42 measuring 14 (fourteen) square metres being as such part of the common property, comprising the land and the scheme known as Charolais in respect of the land and building or buildings situated at Ormonde Extension 1 Township, Local Authority of Johannesburg, as shown and more fully described on Sectional Plan SS11/1990 held under Notarial Deed of Cession SK453/94.
- 3. An exclusive use area described as Yard Y39 measuring 9 (six) square metres, being as such part of the common property, comprising the land and the scheme known as Charolais in respect of the land and building or buildings situated at Ormonde Extention 1 Township, Local Authority of Johannesburg, as shown and more fully described on Sectional Plan SS11/1990 held under Notarial Deed of Cession SK453/94.
- 4. An exclusive use area described as Balcony B21 measuring 35 (thirty-five) square metres being as such part of the common property, comprising the land and the scheme known as Charolais in respect of the land and building or buildings situated at Ormonde Extension 1 Township, Local Authority of Johannesburg, as shown and more fully described on Sectional Plan SS11/1990, held under Notarial Deed of Cession SK453/94:

being Flat 46 Charolais, 129 Dorado Avenue, Ormonde Extension 1, Johannesburg.

Measuring: 93 (ninety-three) (Section 46); 14 (fourteen) (parking); 9 (nine) (yard) and 35 (thirty-five) (balcony) square metres.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: A duplex flat with comprising kitchen, lounge/dining-room, two bedrooms, two bathrooms with outbuildings with similar construction comprising carport.

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

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

Dated at Johannesburg this 6th day of April 1995.

B. W. Webber, for Ramsay, Webber and Company, Plaintiff's Attorneys, Fifth Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/fp/M899.)

Case 29819/94 PH 104

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between The Standard Credit Corporation Ltd, Execution Creditor, and Swanepoel, Rhoda Lucelle, 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, Nigel, on 2 June 1995 at 09:00, of the undermentioned property of the Defendant on the conditions which will lie for inspection in the Magistrate's Court, Kerk Street, Nigel, prior to the sale:

Certain Erf 241, situated in the Township of Alrapark, Registration Division IR, Transvaal, being 7, Bongo Avenue, Alrapark, Nigel, measuring 380 (three 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 slate roof, comprising kitchen, lounge, three bedrooms, bathroom with outbuildings with similar construction comprising store-room.

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

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

Dated at Johannesburg this 6th day of April 1995.

B. W. Webber, for Ramsay, Webber and Company, Plaintiff's Attorneys, Fifth Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/bt/SS.1.)

Saak 20024/94

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen Kleinsake Ontwikkelingskorporasie Beperk, Eiser, en Resemate Petrus Motileng, Verweerder

Geliewe kennis te neem dat die ondergemelde eiendom op 26 Mei 1995 om 11:00, by Gedeelte 83, De Onderstepoort (net noord van Sasko Meule, ou Warmbadpad), deur die Balju, Wonderboom, per openbare veiling verkoop sal word:

Die voormelde onroerende goed is: Erf 1518, Blok HH, Soshanguve-dorpsgebied, Registrasieafdeling JR, Transvaal, groot 390 (driehonderd-en-negentig) vierkante meter, gehou kragtens Sertifikaat van Huurpag TE73072/92.

Verbeterings: 'n Woonhuis bestaande uit twee slaapkamers, badkamer, kombuis en sitkamer.

Terme: Die koper is verplig om 'n deposito van 10% (tien persent) van die koopprys, in kontant op die dag van die verkoping, 26 Mei 1995 te betaal. Die balans moet verseker word deur 'n bank- of bougenootskapwaarborg wat deur die Eiser se prokureurs verstrek moet word binne 14 (veertien) dae na die verkoping wat nagegaan kan word by die kantore van die Balju, Wonderboom, gedurende kantoorure.

Voorwaardes: Die bovermelde eiendom sal verkoop word aan die hoogste bieder en onderhewig aan die voorwaardes vermeld in die Akte van Transport.

Die voorwaardes van verkoping sal uitgelees word deur die afslaer ten tye van die verkoping, welke voorwaardes nagegaan kan word te die kantore van die Balju.

Ross & Jacobz, Prokureurs vir Eiser, Tweede Verdieping, R & J-gebou, Kerkstraat 421, Arcadia, 0083. (Verw. S. D. Jacobs.)

Case 5927/93 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 **Mbalo**, **Vuyisile Lesly**, First Execution Debtor, and **Koboka**, **Nomanga Sybil**, 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 2 June 1995 at 11:15, of the undermentioned property of the Defendants on the conditions which will lie for inspection at the offices of the Sheriff, Boksburg, 182 Leeuwpoort Street, prior to the sale:

Certain Erf 864, situated in the Township of Dawn Park Extension 2, Registration Division IR, Transvaal, being 5 Donne Street, Dawn Park Extension 2, Boksburg, measuring 894 (eight hundred and ninety-four) square metres.

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

A detached single-storey brick built residence with tiled roof, comprising kitchen, lounge/dining-room, three bedrooms, bathroom with outbuildings with similar construction comprising two carports 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 rad) and thereafter 3% (three per centum) up to a maximum fee of R6 000 (six thousand rand) minimum charges R200 (two hundred rand).

Dated at Johannesburg this 10th day of April 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/M559.)

Case 28525/94 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 Moyo, Tebogo Rekkie, 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 2 June 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 Leeuwpoort Street, Boksburg, prior to the sale:

Certain Erf 8681, situated in the Township of Vosloorus Extension 13, Registration Division IR, Transvaal, being 8681 Vosloorus Extension 13, Boksburg, measuring 400 (four hundred) square metres.

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

A detached single storey brick built residence with tiled roof, comprising kitchen, lounge/dining-room, 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 10th day of April 1995.

B. W. Webber, for Ramsay, Webber & Company, Fifth Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/fp/M950.)

Case 25873/94 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 Steyn, Hermanus, Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office, Springs, on 2 June 1995 at 11:00, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff, Springs, 56 12th Street, Springs, prior to the sale.

Certain Erf 191, situated in the Township of Petersfield, Registration Division IR, Transvaal, being 55 Ronketti Street, Petersfield, Springs, measuring 1 628 (one thousand six hundred and twenty-eight) square metres.

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

A detached single storey brick built residence with iron roof, comprising kitchen, lounge/dining-room, family room and pantry, three bedrooms, bathroom with outbuildings with similar construction comprising a garage, servant's room and a 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 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 10th day of April 1995.

B. W. Webber, for Ramsay, Webber & Company, Fifth Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/fp/S.600.)

Case 30662/94 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 Kissoglou, George Elefterios Antonio, 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 2 June 1995 at 14:15 of the undermentioned property of the Defendant on the conditions which will lie for inspection at the Magistrate's Court, Randfontein, Pollock Street, Randfontein, prior to the sale:

Certain Holding 118, situated in the Township of Rikasrus Agricultural Holdings, Registration Division IQ, Transvaal, being 118 R.O.W. Dirt Road, Rikasrus Agricultural Holdings, Randfontein, measuring 3,3439 (three comma three four three nine) hectares.

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

A detached single storey brick built residence with iron roof, comprising kitchen, lounge/dining-room, three bedrooms, bathroom with outbuildings with similar construction comprising of a garage and toilet.

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

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

Dated at Johannesburg on this the 10th day of April 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/K227.)

Case 6582/93 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 Moagi, Disang Collin, Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at 131 Marshall Street, Johannesburg, on 1 June 1995 at 10:00 of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff, Johannesburg West, 32 Von Brandis Street, Johannesburg, prior the sale:

Certain Erf 190, situated in the Township of Protea Glen, Registration Division IQ, Transvaal, being 190 Protea Glen, Soweto, Johannesburg, measuring 216 (two hundred and sixteen) square metres.

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

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

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

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

Dated at Johannesburg on this the 10th day of April 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/M564.)

Case 25011/94 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 Ndlebe, Abbie Dolpn, 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 2 June 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 Leeuwpoort Street, Boksburg, prior to the sale:

Certain Erf 7921, situated in the Township of Vosloorus Extension 9, Registration Division IR, Transvaal, being 7921 Lehehemu Street, Vosloorus Extension 9, Boksburg, measuring 289 (two hundred and eighty-nine) square metres.

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

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

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

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

Dated at Johannesburg on this the 10th day of April 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/N278.)

Case 12638/94 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 Mampe, Daniel Luis, 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, 50 Edward Avenue, Westonaria, on 2 June 1995 at 10:00 of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff's Office, Westonaria, prior to the sale:

Certain Erf 3221, situated in the Township of Bekkersdal, Registration Division IQ, Transvaal, being 3221, Ramaleta Close, Bekkersdal, Westonaria, measuring 420 (four hundred and twenty) square metres.

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

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

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

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

Dated at Johannesburg on this the 10th day of April 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/M856.)

Case 22314/94 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 **Mahlatsi, Jacob Mollele,** First Execution Debtor, and **Mhlongo, Istorino Sibongile,** 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 2 June 1995 at 10:00 of the undermentioned property of the Defendant on the conditions which will lie for inspection at the Sheriff for Roodepoort's Office, 182 Progress Road, Technicon, Roodepoort, prior to the sale:

Certain Erf 9532, situated in the Township of Dobsonville Extension 3, Registration Division IQ, Transvaal, being 9532 Dobsonville Extension 3, Roodepoort, measuring 419 (four hundred and nineteen) square metres.

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

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

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

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

Dated at Johannesburg on this the 10th day of April 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/M918.)

Saak 840/95

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Witwatersrandse Plaaslike Afdeling)

In die saak tussen NBS Bank Limited, Eiser, en Pretorius: Hendrik Adriaan, Verweerder

Ter uitwinning van 'n vonnis van die Hooggeregshof van Suid-Afrika (Witwatersrandse Plaaslike Afdeling) in bogemelde saak sal 'n verkoping sonder 'n reserweprys gehou word te die kantore van die Balju, Eerste Verdieping, Terracegebou, Eaton Terrace 1, Alberton, op Dinsdag, 30 Mei 1995 om 10:00 van die ondergemelde eiendom van die Verweerder wat deur die Balju gelees sal word ten tye van die verkoping en welke voorwaardes by die kantore van die Balju van die Hooggeregshof, Alberton, voor die verkoping ter insae sal lê:

Sekere Erf 2110, Brackenhurst-uitbreiding 1-dorpsgebied, Registrasieafdeling IR, Transvaal, gehou deur Hendrik Adriaan Pretorius onder Akte van Transport T52550/91, bekend as Kalossiestraat 14, Brackenhurst-uitbreiding 1, Alberton, groot 1 500 vierkante meter.

Sonering: Residensieel.

Spesiale gebruiksvergunnings en voorwaardes: Geen.

Verbeterings: Hoofgebou bestaande uit IBR-dak met gepleisterde mure bestaande uit sitkamer, eetkamer, kombuis, studeerkamer, TV-kamer, ingangsportaal, vier slaapkamers, aantrekkamer, drie badkamers en drie toilette. Buitegeboue: Enkel motorhuis, motorafdak, bediendekamer, twee toilette en swembad.

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

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

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

Gedateer te Alberton op hede die 6de dag van April 1995.

Klopper Jonker Ingelyf, Prokureurs vir Eiser, Eerste Verdieping, Terracegebou, Eaton Terrace 1, Posbus 6, Alberton; p.a. Docex 216, Presidentstraat 84, Johannesburg. (Verw. N2930/EU/PP.)

Saak 26082/94

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Witwatersrandse Plaaslike Afdeling)

In die saak tussen NBS Bank Limited, Eiser, en Muller: Lukas Louis, Verweerder

Ter uitwinning van 'n vonnis van die Hooggeregshof van Suid-Afrika (Witwatersrandse Plaaslike Afdeling) in bogemelde saak sal 'n verkoping sonder 'n reserweprys gehou word te die kantore van die Balju, Eerste Verdieping, Terracegebou, Eaton Terrace 1, Alberton, op Dinsdag, 30 Mei 1995 om 10:00 van die ondergemelde eiendom van die Verweerder wat deur die Balju gelees sal word ten tye van die verkoping en welke voorwaardes by die kantore van die Balju van die Hooggeregshof, Alberton, voor die verkoping ter insae sal lê:

Sekere Erf 730, Florentia-uitbreiding 1, Alberton, Registrasieafdeling IR, Transvaal, gehou deur Lukas Louis Muller onder Akte van Transport T27449/94, bekend as Jensenstraat 4, Florentia-uitbreiding 1, Alberton, groot 800 vierkante meter.

Sonering: Residensieel.

Spesiale gebruiksvergunnings en voorwaardes: Geen.

Verbeterings: Hoofgebou bestaande uit teëldak met gepleisterde mure bestaande uit kombuis, sitkamer, eetkamer, drie slaapkamers, een en 'n halwe badkamer en toilet. Buitegeboue: Enkel motorhuis en bediendekamer met toilet.

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

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

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

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

Klopper Jonker Ingelyf, Prokureurs vir Eiser, Eerste Verdieping, Terracegebou, Eaton Terrace 1, Posbus 6, Alberton; p.a. Docex 216, Presidentstraat 84, Johannesburg. (Verw. N2807/EU/PP.)

Case 22578/94 PH 104

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

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

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office, Benoni, on 1 June 1995 at 10:00 of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff, Benoni, 49 Kemston Avenue, Benoni, prior to the sale:

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

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

A detached single storey brick built residence with iron roof, comprising kitchen, lounge/dining-room, entrance hall, family-room, study, laundry, jacuzzi, separate toilet, three bedrooms, two bathrooms with outbuildings with similar construction comprising of two garages, carport, servant's room, toilet, store-room, flatlet, workshop and swimming-pool.

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

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

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

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

Case 32978/94 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 Ngcobo, Vincentia Mary-Anne, First Execution Debtor, and Shange, Teressa, 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, Benoni, on 1 June 1995 at 10:00 of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff, Benoni, 49 Kemston Avenue, Benoni, prior to the sale:

Certain all right, title and interest in and to the leasehold in respect of Erf 5595, situated in the Township of Daveyton, Registration Division IR, Transvaal, being 5595 Eiselen Street, Daveyton, Benoni, measuring 335 (three hundred and thirty-five) square metres.

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

A detached single storey brick built residence with iron roof, comprising kitchen, lounge/dining-room, three bedrooms, bathroom with outbuildings with similar construction comprising of a garage and toilet.

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

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

Dated at Johannesburg on this the 14th day of February 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/N257.)

Saak 4941/91

IN DIE LANDDROSHOF VIR DIE DISTRIK ALBERTON GEHOU TE ALBERTON

In die saak tussen NBS Bank Limited, Eiser, en D. R. Nkosi, Eerste Verweerder, en M. L. Nkosi, Tweede Verweerder

Ten uitvoering van 'n vonnis in die Landdroshof, Alberton, gedateer 25 Julie 1991 en 'n lasbrief vir eksekusie gedateer 13 Februarie 1995 sal die volgende eiendom in eksekusie verkoop word sonder reserwe en aan die hoogste bieder op Woensdag, 31 Mei 1995 om 10:00 deur die Balju vir die Landdroshof te Johriahof, Du Plessisstraat, Alberton, naamlik:

Sekere Erf 10069, Tokoza-uitbreiding 5-dorpsgebied, Registrasieafdeling IR, Transvaal, ook bekend as Erf 10069, Tokoza-uitbreiding 5, groot 250 vierkante meter, gehou deur D. R. Nkosi en M. L. Nkosi onder Akte van Transport TL41148/90.

Sonering: Residensieel.

Spesiale gebruiksvoorwaardes of vrystellings: Geen.

Die vonnisskuldeiser beskryf die verbeterings op die eiendom sonder om dit te waarborg as volg:

Hoofgebou: Gepleisterde mure met teëldak bestaande uit sitkamer, kombuis, twee slaapkamers, badkamer en toilet. Buitegeboue: Geen.

Terme en voorwaardes van verkoping:

- 1. *Terme:* Die koopprys is betaalbaar teen 10% (tien persent) ten tye van die verkoping en die onbetaalde balans plus rente teen 19,75% (negentien komma sewe vyf persent) per annum tot datum van betaling binne 30 (dertig) dae of gewaarborg deur 'n goedgekeurde bank- en/of bouverenigingwaarborg. Indien die Eiser die koper is, sal geen deposito betaal word nie.
- 2. Voorwaardes: Die volle voorwaardes van verkoping wat deur die Balju onmiddellik voor die verkoping uitgelees sal word, lê ter insae by die kantoor van die Balju te Johriahof, Du Plessisstraat, Alberton.

Gedateer te Alberton op hede die 19de dag van April 1995.

Klopper Jonker Ingelyf, Prokureurs vir die Eiser, Eerste Verdieping, Terracegebou, Eaton Terrace 1, Alberton. (Tel. 907-9813.) (Verw. N1019/E. Ungerer/PP.)

Case 9/92

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

In the matter between Allied Building Society, Plaintiff, and M. P. Nkosi, Defendant

In pursuance of a judgment in the Court of the Magistrate of Brakpan and writ of execution dated 18 November 1994 the property listed hereunder will be sold in execution on 2 June 1995 at 11:00 at the premises of the Sheriff of the Court, 439 Prince George Avenue, Brakpan, to the highest bidder:

Certain all right, title and interest in the leasehold in respect of Erf 18495, Tsakane Extension 8 Township, Registration Division IR, Transvaal, measuring 272 (two hundred and seventy-two) square metres, held by Certificate of Registered Grant of Leasehold TL47756/1989.

The property is defined as a Residential stand, situated at 18495 Tsakane Extension 8, Brakpan.

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

Main building: Semi-face brick walls under tiled roof consisting of lounge, kitchen, two bedrooms and bathroom. Outbuildings: 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 of the Court's Office, Brakpan.
- (c) The purchaser shall pay all amounts necessary to obtain transfer of the property, including all costs of transfer, transfer duty, rates, taxes, licences, sanitary fees, interest, etc.
- (d) The purchase price shall be paid at to 10% (ten per cent) thereof 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 18th day of April 1995.

P. J. Cowling, for Trollip Cowling & Janeke, First Floor, Market Building, 610 Voortrekker Street, P.O. Box 38, Brakpan. (Tel. 744-3924.) (Ref. Mr Cowling/BRV/C563/91.)

Saak 2590/94

IN DIE LANDDROSHOF VIR DIE DISTRIK ALBERTON GEHOU TE ALBERTON

In die saak tussen NBS Bank Limited, Eiser, en Waterston: Gary John, Eerste Verweerder

Ten uitvoering van 'n vonnis in die Landdroshof, Alberton, gedateer 23 Mei 1994, en 'n lasbrief vir eksekusie gedateer 19 Mei 1994, sal die volgende eiendom in eksekusie verkoop word sonder reserwe en aan die hoogste bieder op Woensdag, 31 Mei 1995 om 10:00, deur die Balju vir die Landdroshof, te Johriahof, Du Plessis Straat, Alberton, naamlik:

Serkere Erf 3471, Brackendowns Extension 3, Registrasieafdeling IR, Transvaal, ook bekend as Letabastraat 4, Brackendowns, Alberton, groot 1 000 vierkante meter, gehou deur Gary John Waterston onder Akte van Transport T3862/90.

Sonering: Residensieel.

Spesiale gebruiksvoorwaardes of vrystellings: Geen.

Die Vonnisskuldeiser beskryf die verbeterings op die eiendom sonder om dit te waarborg as volg:

Hoofgebou: Gepleisterde mure met teëldak bestaande uit sitkamer, kombuis, eetkamer, familiekamer, ontspanningskamer, ingangsportaal, twee gaste toilette, kroeg, opwaskamer, drie slaapkamers, twee badkamers met toilet en twee storte.

Buitegeboue: Swembad, twee motorhuise, stoorkamer en toilet.

Terme en voorwaardes van verkoping:

1. Terme: Die koopprys is betaalbaar teen 10% (tien persent) ten tye van die verkoping en die onbetaalde balans plus rente teen 15,25% (vyftien komma twee vyf persent) per annum tot datum van betaling binne 30 (dertig) dae of gewaarborg deur 'n goedgekeurde bank- en/of bouverenigingwaarborg. Indien die Eiser die koper is, sal geen deposito betaal word nie.

2. Voorwaardes:

Die volle voorwaardes van verkoping wat deur die Balju onmiddellik voor die verkoping uitgelees sal word, lê ter insae by die kantoor van die Baju te Johria Hof, du Plessis Straat, Alberton.

Gedateer te Alberton op hede die 13de dag van April 1995.

Klopper Jonker Ing., Prokureurs vir Eiser, Eerste Verdieping, Terracegebou, 1 Eaton Terrace, Alberton. (Tel. 907-9813.) (Verw. N2414/E. Ungerer/PP.)

Case 31092/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between ABSA Bank Limited (United Bank Division), Plaintiff, and Bhailall, Suresh, First Defendant, and Bhailall, Soraya, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Divsion) 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 2 June 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 266, Leachville Extension 2 Township, Registration Division IR, Transvaal, situated at 5 Leeu Avenue, Leachville Extension 2, Brakpan, measuring 931 (nine hundred and thirty-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 of lounge, dining-room, kitchen, three bedrooms and bathroom.

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

Dated at Johannesburg on the 24th day of April 1995.

Hammond Pole & Dixon, c/o Mark Yammin, Hammond & Partners, Seventh Floor, Bedford Centre, Bedford Gardens, Bedfordview. (Tel. 917-4631.) [Ref. Mrs Teixeira/U00055 (UB55).]

Case 7262/94

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

In the matter between ABSA Bank Limited (86/04794/06) (United Bank Division), Plaintiff, and Peter Oliver Craddock, First Defendant, and Christa Craddock, Second Defendant

In pursuance of a judgment in the Court for the Magistrate of Boksburg, on 18 July 1994, and writ of execution issued pursuant thereto the property listed hereunder will be sold in execution on 9 June 1995 at 11:15, at the office of the Sheriff, 182 Leeuwpoort Street, Boksburg, to the highest bidder:

Certain Erf 177, Ravenswood Extension 7 Township, situated on 5 Van Reenen Street, Ravenswood, Extension 7, in the Township of Ravenswood Extension 7, District of Boksburg, measuring 1 000 (one thousand) square metres.

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

The conditions of sale:

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

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

Dated at Boksburg on this the 24th day of April 1995.

Hammond Pole & Dixon Inc., Domicilium Building, 10 Bloem Street, Boksburg. ((Tel. 917-4631.) (Ref. U00224/Mrs Teixeira.)

Case 104725/94 PH 238

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

In the matter between First National Bank of Southern Africa Limited, Execution Creditor, and Mr Ngwako Jack Makwela,
Execution Debtor

In pursuance of a judgment in the Court of the Magistrate of Johannesburg, dated 24 November 1994, the following property will be sold on 23 June 1995 at 10:00, at the Sheriff's (Soweto West) Office, 31 Von Brandis Street, Second Floor, corner of Fox and Main Streets, Johannesburg, to the highest bidder:

Certain Erf 3688, Protea Glen Extension 2 Township, Registration Division IQ, Transvaal, measuring 270 (two hundred and seventy-two) square metres, held by Certificate of Ownership TE55723/1993, known as Erf 3688, Protea Glen Extension 2 Township, Registration Division IQ, Transvaal.

Conditions of sale:

- 1. The property shall be sold without a reserve price and to the highest bidder and shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder and of the title deeds in so far as these are applicable.
- 2. The following improvements on the property are reported but nothing is guaranteed: Single storey high pitch tile roof dwelling, lounge, kitchen (with units), two bedrooms, bathroom and w.c. *Flooring:* Carpets and Novillon, near major roads, public parks, school and taxis.
- 3. Terms: The purchaser shall pay 10% (ten per cent) of the purchase price in cash to the Messenger of the Court immediately after the sale, and the unpaid balance, together with interest thereon as determined in the First bond registered over the property and shall be paid or guaranteed by an approved bank or building society guarantee within 14 (fourteen) days of date of sale.
- 4. Conditions: The full conditions of sale which will be read by the Sheriff of the Court, Soweto West, may be inspected at the office of the Sheriff of the Court at 32 Von Brandis Street, Second Floor, corner of Fox and Main Streets, Johannesburg, as also at the offices of Attorney, Peter F. Caldwell, Northcliff Corner, corner of D F Malan Drive and Milner Street, Northcliff, Johannesburg.

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

Peter F. Caldwell, for P. F. Caldwell, Plaintiff's Attorneys, corner of D. F. Malan Drive and Milner Street, Northcliff. (Tel. 888-1206/7.) (Ref. PC/hc/F338.)

Saak 1454/95

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **Standard Bank van S.A. Beperk (62/00738/06), Eiser, en Tjaart Jurgens van der Walt,** Eerste Verweerder, en **Annetta van der Walt,** Tweede Verweerder

Ten uitvoerlegging van 'n vonnis van bogemelde Hof en 'n lasbrief vir eksekusie word die volgende eiendom in eksekusie verkoop op Woensdag, 31 Mei 1995 om 14:00, deur die Balju vir die Hooggeregshof, Evander, gehou te die perseel, Brahmsstraat 8, Secunda-uitbreiding 16, Secunda, aan die hoogste bieder:

Erf 5602, geleë in die dorpsgebied Secunda-uitbreiding 16, Registrasieafdeling IS, Transvaal, groot 945 vierkante meter, gehou kragtens Akte van Transport T37256/89.

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

Straatadres: Brahmstraat 8, Secunda-uitbreiding 16, Secunda.

Verbeterings: Woonhuis met teëldak, ingangsportaal, sitkamer, eetkamer, kombuis, vier slaapkamers, twee badkamers met toilet, garage en motorafdak.

Reserveprys: Die eiendom word sonder reserveprys verkoop.

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

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

Verkoopvoorwaardes: Dit lê ter insae by die kantoor van die Balju vir die Hooggeregshof, Evander te Rotterdamweg 23, Evander.

Gedateer te Pretoria hierdie 25ste dag van April 1995.

Haasbroek & Boezaart Ing., Eiser se Prokureurs, Tweede Verdieping, Momentumsentrum, Westoring, Pretoriusstraat, Pretoria, 2205, Pretoria. [Tel. (012) 322-4401.] (Verw. V. Rensburg/Z9504/95/BVDM.)

Case 3812/95

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between Nedcor Bank Limited, Plaintiff, and Dale Slinger, Defendant

A sale in execution of the undermentioned property is to be held in front of the Magistrate's Court, Barberton, on Friday, 26 May 1995 at 10:00:

Full conditions of sale can be inspected at the Sheriff, Barberton, 325 President Street, Barberton and will be read out prior to the sale.

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

Property: Erf 511, Komatipoort Extension 1, Registration Division JU, Transvaal, 27 Kudu Street, Komatipoort Extension 1. *Improvements:* Double storey, three bedrooms, two bathrooms, kitchen, dining-room, lounge, family room and study.

Hack Stupel & Ross, Attorneys for the Plaintiff, P.O. Box 2000, Pretoria. [Tel. (012) 325-4185.] (Ref. Mr B. du Plooy/LVDM/GT2330.)

Case 769/95

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **City of Johannesburg Pension Fund** (formerly Johannesburg Municipal Second Pension Fund), Plaintiff, and **Petrus Manganye**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without reserve will be held at the office of the Sheriff, Roodepoort, on 2 June 1995 at 10:00, of the undermentioned property of the Defendant on the conditions read out by the auctioneer at the offices of the Sheriff, Roodepoort, 182 Progress Road, Technicon, Roodepoort, prior to the sale and which may be inspected at the offices of the Sheriff, prior to the sale, namely:

Lot 676, Dobsonville Gardens Township, Registration Division IQ, Transvaal, in extent 250 square metres, held by Certificate of Registered Grant of Leasehold TL887/1992, situated at 676 Dobsonville Gardens.

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

Residential property under tiled roof consisting of dining-room, two bedrooms, kitchen and bathroom.

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

5% (five per cent) on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Signed at Johannesburg on the 19th day of April 1995.

Alec Oshry, Plaintiff's Attorney, Seventh Floor, 66 Smal Street, Johannesburg. (Tel. 337-6563.)

Case 788/95 PH 104

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between The Standard Bank of S.A. Ltd, Execution Creditor, and Nigrini, De Waal Keet, Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at 131 Marshall Street, Johannesburg, on 1 June 1995 at 10:00, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff, Johannesburg West, 32 Von Brandis Street, Johannesburg, prior to the sale:

Certain: Erf 2330, situated in the Township of Northcliff Extension 12, Registration Division IQ, Transvaal, being 46 Ethel Avenue, Northcliff Extension 12, Johannesburg.

Measuring: 2 001 (two thousand and one) square metres.

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

A vacant land

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 21st day of April 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/N307.)

Case 1815/95 PH 104

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between The Standard Bank of S.A. Ltd, Execution Creditor, and Kambule, Lawrence, 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 2 June 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 Leeuwpoort Street, Boksburg, prior to the sale:

Certain: All right, title and interest in and to the leasehold in respect of Erf 20080, situated in the Township of Vosloorus Extension 30, Registration Dividion IR, Transvaal, being 20080 Mvila Street, Vosloorus Extension 30, Boksburg.

Measuring: 230 (two hundred and thirty) square metres.

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

A detached single storey brick built residence with tiled roof, comprising kitchen, lounge/dining-room, 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 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 21st day of April 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/K247.)

Case 29687/94 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 Klopper, Hendrik Jacobus, 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 2 June 1995 at 10:00, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the Sheriff for Roodepoort's Office, 182 Progress Road, Technicon, Roodepoort, prior to the sale:

Certain: Erf 1514, situated in the Township of Witpoortjie Extension 3, Registration Division IQ, Transvaal, being 8 Boren Street, Witpoortjie Extension 3, Roodepoort.

Measuring: 811 (eight hundred and eleven) square metres.

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

A detached single storey brick built residence with tiled roof, comprising kitchen, lounge/dining-room, family room, three bedrooms, bathroom with outbuildings with similar construction comprising of a garage, 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 21st day of April 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/K94.)

Case 31102/94 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 **Santry Ashleigh Peter Barrington**, Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at 131 Marshall Street, Johannesburg, on 1 June 1995 at 10:00, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff, Johannesburg South, 100 Sheffield Street, Turffontein, Johannesburg, prior to the sale:

Certain: Erf 5491, situated in the Township of Eldorado Park Extension 7, Registration Division IQ, Transvaal, being 39 Alabama Avenue, Eldorado Park Extension 7.

Measuring: 560 (five 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, three bedrooms, bathroom with outbuildings with similar construction comprising of a carport.

Terms: 10% (ten per centum) of the purchase price in cash on the day of sale, the balance payable against registration of transfer, to be secured by a bank 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 21st day of April 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/S.252.)

Case 8367/94 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 Van Schie, Riza, 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 2 June 1995 at 10:00, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the Sheriff for Roodepoort's Office, 182 Progress Road, Technicon, Roodepoort, prior to the sale:

Certain: Erf 967, situated in the Township of Discovery Extension 2, Registration Division IQ, Transvaal, being 47 Anstruther Street, Discovery Extension 2, Roodepoort.

Measuring: 947 (nine hundred and forty-seven) square metres.

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

A detached single storey brick built residence with tiled roof, comprising kitchen, lounge/dining-room, three bedrooms, bathroom with outbuildings with similar construction comprising of store-room, double garage, carport 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 18th day of April 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/VA.286.)

Saak 20590/88

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Witwatersrandse Plaaslike Afdeling)

In die saak tussen ABSA Bank Beperk (Allied Bank Divisie), Eiser, en Sithole, Bednock, Verweerder

Ter uitwinning van 'n vonnis van die Hooggeregshof van Suid-Afrika (Witwatersrandse Plaaslike Afdeling) in bogenoemde saak, sal 'n verkoping sonder 'n reserweprys, die prys onderhewig aan die Eiser se goedkeuring, gehou word te die kantore van die Balju te Marshallstraat 131, Johannesburg, op 1 Junie 1995 om 10:00, van die ondervermelde eiendom van die Verweerder op die voorwaardes wat deur die Venduafslaer gelees sal word ten tye van die verkoping en welke voorwaardes by die kantore van die Balju voor die verkoping ter insae sal lê:

Sekere: Erf 27923, Meadowlands Zone 10-dorpsgebied, Registrasieafdeling IQ, Transvaal, en ook bekend as 27923 Meadowlands Zone 10, grootte 459 m² (vier vyf nege) vierkante meter.

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

Hoofgebou: Sitkamer, eetkamer, drie slaapkamers, kombuis, twee badkamers/toilet en spens.

Buitegeboue: Motorhuis, bediendekamer en toilet.

Konstruktueer: Baksteen met teël.

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

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

Gedateer te Johannesburg op hede die 18de dag van April 1995.

Rossouws, Eiser se Prokureurs, Negende Verdieping, Atkinsonhuis, Eloff- en Albertstraat, Johannesburg; Posbus 1588. (Tel. 334-2727.) (Verw. Rossouw/cw/04/A8345E.)

Case 11184/94

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

In the matter between ABSA Bank Limited, United Bank Division (Reg. No. 86/04794/06), Plaintiff, and Leonard Charles Hinstridge, First Defendant, and Joan Olsson, Second Defendant

In pursuance of a judgment in the Court for the Magistrate of Boksburg on 5 January 1995 and writ of execution issued pursuant thereto the property listed hereunder will be sold in execution on 9 June 1995 at 11:15, at the office of the Sheriff, 182 Leeuwpoort Street, Boksburg, to the highest bidder:

Certain: Erf 850, Impala Park Township, situated on 17 Griffon Avenue, Impala Park, in the Township of Impala Park, District of Boksburg, measuring 929 (nine hundred and twenty-nine) square metres.

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

Building built of brick and plaster, tiled roof comprising a lounge, dining-room, kitchen, three bedrooms, bathroom with a w.c., shower with a w.c., three carports, staffroom, w.c. and a store-room.

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 April 1995.

Hammond Pole & Dixon Inc., Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 917-4631.) (Ref. U00362/Mrs Teixeira.)

Case 3616/92

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

In the matter between Nedperm Bank Limited, Plaintiff, and Sibongile Elizabeth Sibonda, Defendant

On 26 May 1995 at 11:15, the undermentioned property will be sold in execution at the Sheriff's Offices, 182 Leeuwpoort Street, Boksburg:

Certain: Right of leasehold in respect of Erf 1104, Vosloorus, Registration Division IR, Transvaal, situated at 1104 Fred Mlaba Street, Vosloorus, Boksburg.

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

- 1. The sale shall be without reserve, and the property shall, subject to the Magistrates' Courts Act, 1944, and the other conditions of sale, be sold voetstoots to the highest bidder.
- 2. The purchaser shall pay 10% (ten per 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 24th day of April 1995.

Tuckers Inc., Permanent Building, Commissioner Street, Boksburg. (Tel. 892-3400.) (Ref. Mrs Pinheiro/H373.)

VERKOPING IN EKSEKUSIE

Sal gehou word te Balju, Lochstraat 51, Meyerton, op Donderdag, 1 Junie 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 oordragskostes, oordragbelasting, belasting, munisipale belasting, lisensies, sanitêre gelde, rente en Belasting op Toegevoegde Waarde (indien van toepassing) betaal.
- (e) 10% (tien persent) van die koopprys moet as 'n deposito daarvan betaal word of indien die koopprys minder is as R10 000, dan is die totale koopprys, tesame met die veilingkostes van die Balju van die Landdroshof synde 4% (vier persent) van die verkoopprys 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 koopprys 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 Vonnisskuldeiser 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 bepalings 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: 134/94

Vonnisskuldenaar: Henley On Klip Lot Seven Hundred (Pty) Limited

Eiendom: Erf 700, Henley on Klip, Registrasieafdeling IR, Transvaal, grootte: 4 064 vierkante meter, gehou kragtens T14662/1971, ook bekend as Cavershamweg 700, Henley on Klip.

Beskrywing: Onverbeterde eiendom.

Sonering: Residensieel.

Saak: 1040/94

Vonnisskuldenaar: Johannes Lodewyk Vermaak

Eiendom: Erf 385, Henley on Klip, Registrasieafdeling IR, Transvaal, grootte: 4 064 vierkante meter, gehou kragtens T3027/1986, ook bekend as Cambridgeweg 385, Henley on Klip.

Beskrywing: Onverbeterde perseel.

Sonering: Residensieel.

Saak: 30/95

Vonnisskuldenaar: Phillip John Boswell

Eiendom: Erf 365, Gedeelte 4, Witkop Registrasieafdeling IR, Transvaal, grootte: 1 489 vierkante meter, gehou kragtens T2687/1984, ook bekend as 365/4 Jan Groentjieweg, Witkop.

Beskrywing: Onverbeterde perseel.

Sonering: Residensieel.

Saak: 118/94

Vonnisskuldenaar: Danielle Alfrede Olive Schmidt

Eiendom: Erf 849, Henley on Klip, Registrasieafdeling IR, Transvaal, grootte: 4 064 vierkante meter, gehou kragtens T53322/1990, ook bekend as 849 hoek van Marloweweg en Cleeveweg, Henley on Klip.

Eiendom: Erf 850, Henley on Klip, Registrasieafdeling IR, Transvaal, grootte: 4 064 vierkante meter, gehou kragtens T53751/1990, ook bekend as 850 Marloweweg, Henley on Klip.

Beskrywing: Sitkamer, eetkamer, drie slaapkamers, dubbel geriewe, enkel motorhuis, draadomheining, sinkdak, drie slaapkamerwoonstel en tennisbaan.

Sonering: Residensieel.

Saak: 2066/93

Vonnisskuldenaar: Paul Anthony Dennehy

Eiendom: Erf 145, Nooitgedacht 176, Registrasieafdeling IR, Transvaal, grootte 2,0036 hektaar, gehou kragtens T77305/1990, ook bekend as 145 Sierra Nevadarylaan, Blue Saddle Ranches.

Beskrywing: Onverbeterde eiendom.

Sonering: Landbou.

Saak: 1801/94

Vonnisskuldenaar: Barbara Ann Steinfeld

Eiendom: Erf 1220, Henley on Klip, Registrasieafdeling IR, Transvaal, grootte 2 190 vierkante meter, gehou kragtens T470/1972, ook bekend as 1220 Stanmoreweg, Henley on Klip.

Beskrywing: Onverbeterde perseel.

Sonering: Residensieel.

Gedateer te Meyerton hierdie 24ste dag van April 1995.

P. B. van Nieuwenhuizen, Eksekusieskuldeiser, Noordelike Vaal Metropolitaanse Substruktuur, voorheen Stadsraad van Randvaal, Eeufeessingel, Meyerton; Posbus 9, Meyerton. [Tel. (016) 62-0060.] (Verw. mev. Wagner.)

Saak 3005/95

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen ABSA Bank Beperk, Eiser, en Chrisjan Stephanus Lessing, Eerste Verweerder, en Christina Levina Lessing, Tweede Verweerder

'n Eksekusieverkoping word gehou deur die Balju, Wonderboom by die kantore van die Balju te Gedeelte 83, De Onderstepoort (net noord van Sasko-meule, ou Warmbadpad), Bon Accord, op 2 Junie 1995 om 11:00 van:

Gedeelte 1 van Erf 892, Pretoria-Noord-dorpsgebied, Registrasieafdeling JR, Transvaal, groot 1 276 vierkante meter, gehou kragtens Akte van Transport T76069/94, beter bekend as Generaal Beyersstraat 252, Pretoria-Noord.

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

Verbeterings: 'n Baksteen woonhuis, bestaande uit sitkamer, eetkamer, kombuis, vyf slaapkamers, badkamer met bad, toilet, stort en 'n waskamer, Buitegeboue: Twee motorhuise en toilet.

Besigtig voorwaardes by Balju, Wonderboom, Gedeelte 83, De Onderstepoort (net noord van Sasko-meule, ou Warmbadpad), Bon Accord.

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

Saak 2210/95

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen ABSA Bank Beperk, Eiser, en Barend Diakanyo Makakaba, Eerste Verweerder, en Botsielele Francina Makakaba, Tweede Verweerder

'n Eksekusieverkoping word gehou deur die Balju, Ellisras, voor die Landdroskantoor, Ellisras, op 30 Mei 1995 om 10:00 van:

Erf 751, in die dorpsgebied Marapong, Registrasieafdeling LQ, Transvaal, groot 330 vierkante meter, gehou kragtens Akte van Transport T56589/93, (voorheen geregistreer as alle reg, titel en belang van die huurpag, nou eiendomsreg in terme van artikel 2 van Wet No. 112 van 1991), beter bekend as Nyekestraat 751, Marapong.

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

Verbeterings: 'n Baksteen woonhuis met teëldak, volvloermatte en novilonvloere bestaande uit sitkamer, kombuis, drie slaapkamers, badkamer met bad en toilet.

Besigtig voorwaardes by Balju, Ellisras, Sterkfontein, Ellisras.

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

Case 5457/94

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

In the matter between Nedcor Bank Limited, Plaintiff, and Shuma David Lephoko, Defendant

On 26 May 1995 at 11:15, the undermentioned property will be sold in execution at the Sheriff's Offices, 182 Leeuwpoort Street, Boksburg:

Certain right of leasehold in respect of Erf 1882, Vosloorus Extension 3, Registration Division IR, Transvaal, situated at 1882, 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 this the 26th day of April 1995.

Tuckers Inc., Permanent Building, Commissioner Street, Boksburg. (Tel. 892-3400.) (Ref. Mrs L. Pinheiro/H01415.)

Case 6871/89

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

In the matter between **Nedperm Bank Limited**, Plaintiff, and **Makhosi Frans Jikeka**, First Defendant, and **Amelia Numsisi Jikeka**, Second Defendant

On 26 May 1995 at 11:15, the undermentioned property will be sold in execution at the Sheriff's Offices, 182 Leeuwpoort Street, Boksburg:

Certain Erf 541, Vosloorus, Registration Division IR, Transvaal, situated at 541 Gama Street, Vosloorus, Boksburg.

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

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

- 2. The purchaser shall pay 10% (ten per cent) of the price plus Sheriff's commission on the date of sale and the balance plus interest at the plaintiff's current lending rates on transfer, to be secured by acceptable guarantees within 14 days of the sale.
- 3. The purchaser shall pay all amounts necessary to obtain transfer of the property, including transfer costs and duties, rates, taxes and other charges payable to the local authority.
 - 4. The risk and benefit in and to the property shall pass to the purchaser on the date of sale.
 - 5. No warranty is given in relation to the nature or description of the improvements.

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

Dated at Boksburg on this the 26th day of April 1995.

Tuckers Inc., Permanent Building, Commissioner Street, Boksburg. (Tel. 892-3400.) (Ref. Mrs Pinheiro/H1295.)

Case 611/95

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

In the matter between Nedcor Bank Limited, Plaintiff, and Nokuthula Mabel Mkhabela, Defendant

On 26 May 1995 at 11:15, the undermentioned property will be sold in execution at the Sheriff's Offices, 182 Leeuwpoort Street, Boksburg:

Certain right of leasehold in respect of Erf 122, Vosloorus Extension 4, Registration Division IR, Transvaal, situated at 122 Vosloorus Extension 4, 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 neccesary 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 25th day of April 1995.

Tuckers Inc., Permanent Building, Commissioner Street, Boksburg. (Tel. 892-3400.) (Ref. Mrs L. Pinheiro/H02048.)

Case 4769/95 PH 388

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between Nedcor Bank Limited, Plaintiff, and Shuping, Rosina Dorothea, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the office of the Sheriff of the Supreme Court, 182 Progress Road, Technikon, Roodepoort, on Friday, 2 June 1995 at 10:00, of the undermentioned property of the Defendant on the conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff for the Supreme Court, prior to the sale:

Certain Erf 240, Fleurhof Township, Registration Division IQ, Transvaal, area 993 (nine hundred and ninety-three) square metres, situation 116 Winze Drive, Fleurhof.

Improvements (not guaranteed): A house under tiled roof, consisting of three bedrooms, two bathrooms, kitchen, lounge, dining-room, servant's quarters, 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 (fourteen) days from the date of sale. Auctioneer's charges are payable on the day of the sale and calculated at 5% (five per cent) on the proceeds of the sale up to a price of R20 000 and thereafter 3% (three per cent) with a maximum fee of R6 000, and a minimum of R200.

Dated at Johannesburg on this 25th day of April 1995.

F. R. J. Jansen, for Jansen & Potter, Plaintiff's Attorneys, 25th Floor, Carlton Centre, Commissioner Street, Johannesburg. (Tel. 331-8535.) (Ref. ForeclosuresZ414.)

Case 12436/93 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 **Kubheka**, **Thulani Phumuzamaswazi**, 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 6 June 1995 at 10:00, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff, Alberton, First Floor, Terrace Building, Terrace Street, New Redruth, Alberton, and at the Magistrate's Court, prior to the sale:

Certain Erf 410, situated in the Township of Roodekop, Registration Division IR, Transvaal, being 15 Gousblom Street, Roodekop, Germiston, measuring 805 (eight hundred and five) square metres.

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

A detached single storey brick built residence with tiled roof, comprising kitchen, lounge/dining-room, bar room, three bedrooms, two bathrooms with outbuildings with similar construction comprising of two garages and toilet.

Terms: 10% (ten per centum) of the purchase price in cash on the day of sale, the balance payable against registration of transfer, to be secured by a bank, 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 26th day of April 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/K.168.)

Case 2506/95 PH 104

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between The Standard Bank of S.A. Ltd, Execution Creditor, and Khumalo, Sgegede Albert,
First Execution Debtor, and Kumalo, Bella Mantiti, 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 2 June 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 Erf 8009, situated in the Township of Dobsonville Extension 2, Registration Division IR, Transvaal, being 8009 Ntsimane Street, Dobsonville Extension 2, measuring 330 (three hundred and thirty) square metres.

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

A detached single storey brick built residence with tiled roof, comprising kitchen, lounge/dining-room, separate toilet, 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 26th day of April 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/K.250.)

Case 10723/92

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

In the matter between ABSA Bank Limited (United Bank Division), Plaintiff, and Justice Molefe, First Defendant, and Nkoabi Johanna Molefe, Second Defendant

A sale in execution of the property described hereunder will take place on 31 May 1995 at 10:00, at the offices of the Sheriff of the Magistrate's Court, Johriahof, 4 Du Plessis Road, Florentia, Alberton:

Erf 2623 (formerly 396), Likole Extension 1 Township, Registration Division IR, Transvaal, measuring 280 (two hundred and eighty) square metres, property also known as 2623 Likole Extension 1, Katlehong, District of Alberton.

Comprising: Lounge, two bedrooms, bathroom, separate toilet and kitchen.

A bond can be arranged for an approved purchaser.

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

Dated: 25 April 1995.

K. Dinner, for Abe Dinner Pestana & Associates, Attorney for Plaintiff, Second Floor, United Building, Library Street, Germiston, 1401. (Ref. 17634/KD/PT.)

Case 15338/89

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

In the matter between **ABSA Bank Limited** (United Bank Division), Plaintiff, and **Kantoro Abel Mphuthi**, First Defendant, and **Nomasonto Sophilinah Mphuthi**, Second Defendant

A sale in execution of the property described hereunder will take place on 31 May 1995 at 10:00, at the offices of the Sheriff of the Magistrate's Court, Johriahof, 4 Du Plessis Road, Florentia, Alberton:

All right, title and interest in the leasehold in respect of Erf 370, A P Khumalo Township, Registration Division IR, Transvaal, measuring 294 (two hundred and ninety-four) square metres, property also known as 370 A P Khumalo, Katlehong, District of Alberton.

Comprising: Lounge, kitchen, two bedrooms, bathroom and toilet.

A bond can be arranged for an approved purchaser.

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

Dated: 25 April 1995.

K. Dinner, for Abe Dinner Pestana & Associates, Attorney for Plaintiff, Second Floor, United Building, Library Street, Germiston, 1401. (Ref. 17773/KD/PT.)

Saak 71017/94

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen ABSA Bank Beperk, Eiser, en Jan Hendrik Botha, Eerste Verweerder, en Carin Botha, Tweede Verweerderes

Kennis word hiermee gegee dat ingevolge 'n uitspraak van bogemelde Agbare Hof in bogemelde saak op 8 November 1994, en ter uitvoering van 'n lasbrief vir eksekusie, sal die Balju, Pretoria-Suid, op 7 Junie 1995 om 10:00, die ondervermelde eiendom in eksekusie verkoop te Strubenstraat 142, Pretoria, aan die hoogste bieër:

Die eiendom wat aldus te koop aangebied word, staan bekend ad Koorsboomstraat 65, Heuweloord-uitbreiding 2, en word omskryf as Erf 997, Heuweloord-uitbreiding 2, Registrasieafdeling JR, Transvaal, groot 1 320 vierkante meter.

Die eiendom bestaan na bewering, maar sonder waarborg, uit 'n tweeslaapkamerwoning, sitkamer, eetkamer, kombuis, badkamer met stort en toilet, motorhuis en buite toilet.

Die koper moet 'n deposito van 10% (tien persent) van die koopprys, Baljufooie en agterstallige belastings betaal op die dag van die verkoping, die balans betaalbaar teen transport en verseker te word deur 'n waarborg van 'n bank of bougenootskap wat deur die Eiser se prokureurs goedgekeur is, die waarborg aan die Balju binne 14 dae na datum van die verkoping verstrek te 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 hierdie 26ste dag van April 1995.

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

Saak 43806/94

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen ABSA Bank Beperk, Eiser, en Cornelius Ignatius Gouws, Eerste Verweerder, en Melinda Gouws, Tweede Verweerderes

Kennis word hiermee gegee dat ingevolge 'n uitspraak van bogemelde Agbare Hof in bogemelde saak op 16 Augustus 1994, en ter uitvoering van 'n lasbrief vir eksekusie, sal die Balju, Wonderboom, op 2 Junie 1995 om 11:00, die ondervermelde eiendom in eksekusie verkoop by die kantore van die Balju, Wonderboom, Gedeelte 83, De Onderstepoort (net noord van Sasko Meule, ou Warmbadpad), aan die hoogste bieër:

Die eiendom wat aldus te koop aangebied word, staan bekend as Deetlefstraat 384, Pretoria-Noord, en word omskryf as Erf 291, Wolmer, Registrasieafdeling JR, Transvaal, groot 2 552 vierkante meter.

Die eiendom bestaan na bewering, maar sonder waarborg, uit 'n woning van steen onder 'n teëldak, sitkamer, eetkamer, familiekamer, kombuis, vier slaapkamers, studeerkamer, washuis, badkamer met stort, aparte toilet, matte en teëlvloere, aparte motorhuis, afdak, stoorkamer en buite toilet.

Die koper moet 'n deposito van 10% (tien persent) van die koopprys, Baljufooie en agterstallige belastings betaal op die dag van die verkoping, die balans betaalbaar teen transport en verseker te word deur 'n waarborg van 'n bank of bougenootskap wat deur die Eiser se prokureurs goedgekeur is, die waarborg aan die Balju binne 14 dae na datum van die verkoping verstrek te 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 hierdie 2de dag van Mei 1995.

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

Case 2546/94

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

In the matter between First National Bank of SA Limited, Plaintiff, and Diederick Johannes Gerhardus De Klerk, Defendant

Be pleased to take notice that a sale in execution in the above matter will take place on 7 June 1995 at 10:00, at the offices of the Sheriff of the Court, Alberton, of the following:

Certain Erf 1790, Brackendowns, Extension 2 Township, Registration Division IR, Transvaal, also known as 36 Bamboes Street, Brackendowns, Alberton, measuring 1 182 (one thousand one hundred and eighty-two) square metres.

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

Improvements: Three bedrooms, two bathrooms, two toilets, kitchen, lounge, dining-room, study, swimming-pool, two garages, pre-cast wall and tiled roof.

Zoning: Residential area.

Terms:

- 1. The price shall bear interest at the rate current from time to time in terms of the mortgage bond over the property held by the Plaintiff which was 15,25% (fifteen comma two five per centum) at the time of the preparation of these conditions from date of sale to date of payment.
- 2. The purchaser shall be obliged to pay a deposit of 10% (ten per centum) of the price or R400 (four hundred rand) (whichever is the greater) immediately after the sale and the balance of the price and interest shall, within 14 (fourteen) days of the date of sale, be paid or be secured by unconditional or approved bank and/or building society guarantee/s payable to the Sheriff of the Court/or such other person/s as he required on transfer of the property to the purchaser.
- 3. Possession and occupation of the property shall, subject to the rights of any existing tenant/s pass to the purchaser upon the sale being effected from which date all benefits, risks and liability shall pass to the purchaser.

The complete terms and conditions of sale may be inspected at the offices of the Sheriff of the Court, Alberton.

Dated at Alberton on the 18th day of April 1995.

Jacobs, for Blakes Inc., Plaintiff's Attorneys, Second Floor, Stats Building, 2 Fore Street, New Redruth; P.O. Box 2236, Docex 8, Alberton. (Tel. 907-1522.) (Fax. 907-2081.) [Ref. Mr Jacobs/MB/FD0004 (B).]

Case 3641/95

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Jacobus Herculaas Venter**, First Defendant, and **Elmarie Venter**, Second Defendant

A sale in execution of the undermentioned property is to be held at 17 Shakespeare Street, Witbank Extension 8, on 9 June 1995 at 09:00.

Full conditions of sale can be inspected at the offices of the Sheriff of the Supreme Court, 3 Rhodes Street, Witbank, and will also be read out by the Sheriff prior to the sale in execution.

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

Property: Erf 1585, Witbank Extension 8 Township, Registration Division JS, Transvaal, measuring 991 (nine hundred and ninety-one) square metres, held by virtue of Deed of Transfer T82978/93, also known as 17 Shakespeare Street, Witbank Extension 8.

Improvements: Two bedrooms, kitchen, lounge and bathroom.

Hack Stupel & Ross, Attorneys for Plaintiff, P.O. Box 2000, Pretoria. [Tel. (012) 325-4185.] (Ref. Du Plooy/sv/GT2334.)

Saak 172/95

IN DIE LANDDROSHOF VIR DIE DISTRIK POTCHEFSTROOM GEHOU TE FOCHVILLE

In die saak tussen Die Stadsraad van Fochville, Eiser, en S. Mogole, Verweerder

In uitvoering van 'n vonnis in bogenoemde Agbare Hof, en 'n lasbrief vir eksekusie gedateer 15 Maart 1995, sal die ondergenoemde eiendom in eksekusie verkoop word op Vrydag, 26 Mei 1995 om 10:00, te die Landdroskantoor, Fochville, aan die hoogste bieër:

Erf 655, beter bekend as Kraalkopstraat 27, Fochville, Registrasieafdeling IQ, Transvaal, groot 991 (negehonderd een-en-negentig) vierkante meter.

Verkoopvoorwaardes:

- Die eiendom word verkoop sonder reserwe aan die hoogste bieër en is verder onderhewig aan die bepaling van die Landdroshofwet, en reëls en terme daarvan uitgevaardig, asook die bepalings van die transportakte in soverre dit van toepassing mag wees.
- 2. Die volgende verbeteringe is op die eiendom aangebring, 'n woonhuis met gewone buitegeboue, geen waarborg word gegee nie.

- 3. Betaling: Die koopprys sal soos volg betaalbaar wees, 10% (tien persent) van die koopprys by ondertekening van die verkoopvoorwaardes. Die onbetaalde saldo plus rente daarop vanaf datum van verkoping tot datum van betaling van die saldo van die koopprys binne 14 (veertien) dae betaalbaar of gewaarborg te word by wyse van 'n goedgekeurde bank- of bouverenigingwaarborg.
- 4. Verkoopvoorwaardes: Die volledige verkoopvoorwaardes wat op die dag van die verkoping deur die Balju uitgelees sal word mag by die Balju se kantore te Vyfde Straat 71, Fochville, en/of die Eiser se Prokureurs, Viljoen & Van Blerk, Kerkstraat, Fochville, nagegaan word.

Geteken te Fochville op die 26ste dag van April 1995.

J. G. Viljoen, vir Viljoen & Van Blerk, Funchalgebou 4, Kerkstraat, Fochville, 2515. (Verw. Viljoen/AVB/S1926.)

Saak 6643/88

IN DIE LANDDROSHOF VIR DIE DISTRIK VANDERBIJLPARK GEHOU TE VANDERBIJLPARK

In die saak tussen ABSA Bank Bpk., (Reg. No. 86/84794/06, Eiser, en T. W. Mgidlani, Verweerder

Ten uitvoerlegging van die vonnis toegestaan en die daaropvolgende lasbrief vir eksekusie gedateer 17 Junie 1994, sal die volgende eiendom wat uitwinbaar verklaar is, in eksekusie verkoop word aan die hoogste bieër op Vrydag, 2 Junie 1995 om 10:00, deur die Balju van die Landdroshof, Vanderbijlpark, te die Landdroshof, Vanderbijlpark:

Eiendom: Erf 21171, geleë in die dorpsgebied Sebokeng, Eenheid 14, Registrasieafdeing IQ, Transvaal.

Verbeterings: Asbestosdak, sitkamer, kombuis, drie slaapkamers en badkamer.

Verkoopvoorwaardes:

- 1. Die eiendom sal verkoop word aan die hoogste bieër en die verkoping sal onderworpe wees aan die bepalings van artikel 66 van die Landdroshofwet, No. 32 van 1944, soos gewysig en die regte van die verbandhouer 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.
- (b) Die balans is betaalbaar in kontant binne 21 (een-en-twintig) dae vanaf datum van verkoping deur middel van 'n erkende bank- of bougenootskapwaarborg, gelewer te word binne 21 (een-en-twintig) dae na die dag van verkoping en welke waarborg vry van kommissie aan die Balju, Vanderbijlpark, 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, Vanderbijlpark, en by die Eiser se prokureurs en sal deur die Balju voor die verkoping uitgelees word.
- 4. Die eiendom word verkoop onderworpe aan die terme en voorwaardes en beperkinge soos neergelê in die titelvoorwaardes van die eiendom.

Gedateer te Vanderbijlpark hierdie 26ste dag van April 1995.

Du Plessis Pienaar & Swart, Ekspasentrum, Tweede Verdieping, Attie Fouriestraat, Vanderbijlpark. (Tel. 81-2031-6.) (Verw. IP/U.31.)

Case 17223/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between Buchel (Pty) Ltd, Plaintiff, and Rudolf Buchschwenter, Defendant

Pursuant to a judgment of the above-mentioned Honourable Court, dated 3 October 1994, the herein undermentioned property will be sold in execution on Friday, 26 May 1995 at 10:30, at the office of the Sheriff, Bethal, at Room 83, Magistrate's Office, Market Street, Bethal, to the highest bidder subject to the conditions set out hereunder as well as such conditions as will be read out at the auction by the Sheriff:

Certain: Portion 18, Farm 110. Farm name: Palmietfontein, extent 33,2427 ha, held under Deed of Transfer T33069/1985. The property is situated at Palmietfontein, District of Bethal.

Description of improvements on property, although nothing is guaranteed: Three dwelling-houses, carpot, outbuildings, offices, pig and chicken pens.

Conditions of sale:10% (ten per centum) of the purchase price of the property together with the Sheriff's commission, is to be paid immediately after the auction. The balance of the purchase price is payable upon transfer and is to be guaranteed by a bank or building society, which guarantee is to be furnished by the purchaser within 30 (thirty) days after the sale.

The conditions of sale are available for inspection at the office of the Sheriff, Bethal, at Protea Building, Market Street, Bethal.

Signed at Pretoria on this 12th day of April 1995.

M. W. Nixon, for Nixon & Collins, First Floor, Burlington House, Burlington Arcade, 235 Church Street, Pretoria, 0002. (Tel. 323-8633.) (Ref. Nixon/GW/G5343.)

Saak 7235/91

IN DIE LANDDROSHOF VIR DIE DISTRIK ALBERTON GEHOU TE ALBERTON

In die saak tussen **NBS Bank Limited**, Eiser, en **Eion Blignaut**, Eerste Verweerder, en **Esme Carolyn Blignaut**, Tweede Verweerder

Ten uitvoerlegging van 'n vonnis in die Landdroshof, Alberton, gedateer 23 September 1991, en 'n lasbrief vir eksekusie gedateer 14 Julie 1995, sal die volgende eiendom in eksekusie verkoop word sonder reserwe en aan die hoogste bieder op Woensdag, 31 Mei 1995 om 10:00, deur die Balju vir die Landdroshof te Johriahof, Du Plessisstraat, Alberton, naamlik:

Sekere: Standplaas 1938, Brackenhurst-uitbreiding 2, Alberton, Registrasieafdeling IR, Transvaal, ook bekend as Lilystraat 19, Brackenhurst-uitbreiding 2, Alberton, groot 1 500 vierkante meter, gehou deur Eion Blignaut en Esme Carolyn Blignaut, onder Akte van Transport T47973/90.

Sonering: Residensieel.

Spesiale gebruiksvergunnings of vrystellings: Geen.

Die vonnisskuldenaar beskryf die verbeterings op die eiendom sonder om dit te waarborg as volg:

Hoofgebou: I.B.R.-dak met gedeeltelik siersteenmure bestaande uit sitkamer, eetkamer, vier slaapkamers, studeerkamer, kombuis, twee en 'n halwe badkamers, gesinskamer en twee toilette.

Buitegeboue: Dubbelmotorhuis met toilet en swembad en omheining.

Terme en voorwaardes van verkoping:

- 1. Terme: Die koopprys is betaalbaar teen 10% (tien persent) ten tye van die verkoping en die onbetaalde balans plus rente teen 16,00% (sestien persent) per annum tot datum van betaling binne 30 (dertig) dae of gewaarborg deur 'n goedgekeurde bank- en/of bouverenigingwaarborg. Indien die eiser die koper is, sal geen deposito betaal word nie.
- 2. Voorwaardes: Die volle voorwaardes van verkoping wat deur die Balju onmiddellik voor die verkoping uitgelees sal word, lê ter insae by die Kantoor van die Balju te Johriahof, Du Plessistraat, Alberton.

Gedateer te Alberton op hede die 18de dag van April 1995.

Klopper Jonker Ing., Prokureurs vir Eiser, Eerste Verdieping, Terracegebou, Eaton Terrace, Alberton. (Verw. mnr. Ungerer/PP/N1084.)

Case 5776/92

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

In the matter between Nedcor Bank Limited, Plaintiff, and S. L. Mahlangu, and Mrs E. Mahlangu, Defendants

In pursuance of a judgment in the Court of the Magistrate of Springs, dated 24 August 1992, and a warrant of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 2 June 1995 at 15:00, at the premises of the Sheriff for the Magistrate's Court, 66 Fourth Street, Springs, to the highest bidder:

Property: Erf 7305, kwaThema, Springs, Registration Division IR, Transvaal, measuring 267 square metres.

Postal address: 11 Khuzwayo Street, kwaThema, Springs.

Description (but nothing is guaranteed in respect hereof): Brick building with asbestos roof, four bedrooms, kitchen, lounge, bathroom and two outside rooms.

- 1. The property will be sold without reserve to the highest bidder and the sale shall be subject to the Magistrates' Courts Act, No. 32 of 1944 (as amended) and the rules made thereunder.
- 2. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price in cash against signing of the conditions of sale, and the balance of the purchase price, together with interest at current bank or building society interest rates, from the date of the sale to date of registration of transfer, shall be paid or secured by a bank or building society guarantee approved by the Execution Creditor's attorneys, and to be furnished within 14 (fourteen) days after the date of sale.
- 3. Transfer shall be effected by the attorneys of the Execution Creditor and the purchaser shall on demand, pay all transfer costs, arrear rates (if any) at the current rates, taxes and any other charges necessary to effect transfer by the said attorneys.
- 4. The full conditions of sale may be inspected at the offices of the Sheriff of the Magistrate's Court, Springs, and interested parties are requested to contact the Execution Creditor who may be prepared to grant loan facilities to an approved purchaser.

Dated at Springs on this the 21st day of April 1995.

J. H. van Heerden, for J. H. van Heerden & Cohen, 88 Eight Street; P.O. Box 2048, Springs. (Tel. 815-6324/5.) (Ref. Mr Van Heerden/kj/N92045.)

Case 8081/92

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

In the matter between ABSA Bank Limited (United Bank Division), Plaintiff, and Khutliso Lawrence Nkoale, Defendant

A sale in execution of the property described hereunder will take place on 31 May 1995 at 10:00, at the offices of the Sheriff of the Magistrate's Court, Johriahof, 4 Du Plessis Road, Florentia, Alberton:

Erf 2780, Likole Extension 1 Township, Registration Division IR, Transvaal, measuring 276 (two hundred and seventy six) square metres, property also known as 2780 Likole Extension 1, Katlehong, District of Alberton, comprising lounge, two bedrooms, kitchen, bathroom and separate toilet.

A bond can be arranged for an approved purchaser.

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

Dated: 25 April 1995.

K. Dinner, for Abe Dinner Pestana & Associates, Attorney for Plaintiff, Second Floor, United Building, Library Street, Germiston, 1401. (Ref: 17522/KD/PT.)

Case 2327/91

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

In the matter between ABSA Bank Limited (United Bank Division), Plaintiff, and Zakej William Baloi, Defendant

A sale in execution of the property described hereunder will take place on 31 May 1995 at 10:00, at the offices of the Sheriff of the Magistrate's Court, Johriahof, 4 Du Plessis Road, Florentia, Alberton:

Erf 1913 (formerly 811), Likole Extension 1 Township, Registration Division IR, Transvaal, measuring 280 (two hundred and eighty) square metres, property also known as 1913 Likole Extension 1, Katlehong, District of Alberton, comprising lounge, three bedrooms, kitchen, bathroom and toilet.

A bond can be arranged for an approved purchaser.

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

Dated: 25 April 1995.

K. Dinner, for Abe Dinner Pestana & Associates, Attorney for Plaintiff, Second Floor, United Building, Library Street, Germiston, 1401. (Ref: 19743/KD/PT.)

Case 1284/93

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 **Paul Jacobus Erasmus**, First Defendant, and **Diane Erasmus**, Second Defendant

In pursuance of a judgment in the Court of the Magistrate of Benoni, and writ of execution, dated 30 January 1995, the property listed hereunder will be sold in execution on Wednesday, 31 May 1995 at 11:00, in front of the Magistrate's Court, Harpur Avenue, Benoni, to the highest bidder:

Erf 5282, Northmead Extension 4 Township, Registration Division IR, Transvaal, measuring 992 (nine hundred and ninety-two) square metres, known as 12 Maple Street, Northmead, 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, dining-room and family-room. Outbuildings: Garage plus two rooms, w.c. Driveway: Concrete. Fencing: Precast. 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 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 18% (eighteen per centum) per annum on all preferent creditor's claims which will inloude the execution creditor's claim.
- 5. Failing compliance with the conditions of sale, the sale may be inforced 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 the Magistrate's Court or a the Sheriff's office. Dated at Benoni on this the 19th day of May 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. (Tel. 845-2700.) (Ref. HJF/Miss Narrendas.)

Case 4166/92

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 **Leon André Swart**, First Defendant, and **Denise Mavis Swart**, Second Defendant

In pursuance of a judgment in the Court of the Magistrate of Benoni, and writ of execution, dated 27 December 1994, the property listed hereunder will be sold in execution on Wednesday, 31 May 1995 at 11:00, in front of the Magistrate's Court, Harpur Avenue, Benoni, to the highest bidder:

Remaining extent of Portion 251, of the farm Putfontein 26, Registration Division IR, Transvaal, measuring 4,8419 (four comma eight four one nine) hectares, known as 251 Durant Street, Putfontein, 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, bathroom, kitchen, lounge, dining-room, family room. Outbuildings: Servant quarters and s/ablutions. Fencing: Precast. Zoning: Undetermined.

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 place of the deposit. Bank-guarantees for the payment of the balance of the price against registration of transfer of the property into the purchaser's name are to be delivered to the transferring attorney within 14 days of the sale date.
- 4. The purchaser will pay interest at 21% (twenty-one per centum) per annum on all preferent creditor's claims which will inloude the execution creditor's claim.
- 5. Failing compliance with the conditions of sale, the sale may be inforced 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 the Magistrate's Court or a the Sheriff's office.

Dated at Benoni on this the 19th day of May 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. (Tel. 845-2700.) (Ref. HJF/Miss Narrendas.)

Case 7890/1993

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 **Peter Creature Mkoneni**, First Defendant, and **Moetjie Martina Mkoneni**, Second Defendant

In pursuance of a judgment in the Court of the Magistrate of Benoni, and writ of execution, dated 17 June 1994, the property listed hereunder will be sold in execution on Friday, 2 June 1995 at 15:00, at the office of the Sheriff of the Magistrate's Court, 66 Fourth Street, Springs, to the highest bidder:

All right, title and interest in the leasehold in respect of Erf 21016 (previously Erf 1307), kwaThema Extension 1 Township, Registration Division IR, Transvaal, measuring 382 (three hundred and eighty-two) square metres, known as Erf 1307, kwaThema Township, Springs.

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

Main building: Bricks under asbestos roof residence comprising lounge, kitchen, bathroom, toilet and two bedrooms. Zoning: 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 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 18% (eighteen per centum) per annum on all preferent creditor's claims which will inloude 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 the Magistrate's Court or at the Sheriff's office.

Dated at Benoni on this the 10th day of April 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. (Tel. 845-2700.) (Ref. Mrs van Zyl.)

Case 3617/92

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 **George Gray Vakele**, First Defendant, and **Lettie Thenjiwe Vakele**, Second Defendant

In pursuance of a judgment in the Court of the Magistrate of Benoni, and writ of execution, dated 30 January 1995, the property listed hereunder will be sold in execution on Wednesday, 31 May 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 3585, Daveyton Township, Registration Division IR, Transvaal, measuring 334 (three hundred and thirty four) square metres, known as 3585 Dungeni 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, w.c., kitchen, lounge and dining-room. Fencing: Wire.

Zoned: 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 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 22% (twenty-two per centum) per annum on all preferent creditor's claims which will include the execution creditor's claim.
- 5. Failing compliance with the conditions of sale, the sale may be enforced against the purchaser or alternatively cancelled subject to the purchaser being liable for damages.
- 6. The sale will be subject to 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 the Magistrate's Court or at the Sheriff's office.

Dated at Benoni on this the 25th day of May 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. (Tel. 845-2700.) (Ref. HJF/Miss Narrendas.)

Case 17519/92

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Mpho Christopher Mahoai**, First Defendant, and **Mmanyaku Anna Mahoai**, Second Defendant

A sale in execution of the undermentioned property is to be held at the office of The Sheriff, Wonderboom, Portion 83, De Onderstepoort (north of Sasko Mills, old Warmbaths Road, Bon Accord, on Friday, 2 June 1995 at 11:00:

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

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

Property: Erf 23505, Mamelodi Extension 4 Township, Registration Division JR, Transvaal, measuring 300 (three hundred) square metres, also known as Erf 23505, Mamelodi Extension 4, Mamelodi.

Improvements: House: Two bedrooms, lounge, bathroom and kitchen.

Findlay & Niemeyer Inc., Attorneys for Plaintiff, P.O. Box 801, Pretoria. (Tel, 326-2487.) (Ref. Mr Coetzee eb X262.)

Case 21101/92

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between Nedcor Bank Ltd, Plaintiff, and Maruga, Diamond, First Defendant, and Maroga Mashema James, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the office of the Sheriff, 131 Marshall Street, Johannesburg, on 1 June 1995 at 10:00, of the undermentioned property of the Defendants on the conditions to be read out by the auctioneer at the office of the Sheriff, 131 Marshall Street, Johannesburg, and the full conditions of sale may be inspected at the offices of the Sheriff of the Court, Johannesburg West, Second Floor, T F C House, 32 Von Brandis Street, Johannesburg, prior to the sale:

Erf 2867, Mapetla Extension 1 Township, Registration Division IQ, Transvaal, measuring 228 (two hundred and twenty-eight) square metres, situated at Erf 2867, Mapetla Extension 1 Township.

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

Dwelling consisting of two bedrooms, lounge and kitchen. Outside: garages.

The property is zoned Residential.

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

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

Signed at Johannesburg on the 20th day of April 1995.

Ismail Ayob & Partners, Plaintiff's Attorneys, 26th Floor, Southern Life Centre, 45 Commissioner Street, P. O. Box 728, Johannesburg. [Tel. (011) 832-3251.] (Ref. M22031/PC.)

Case 22556/89

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Manasoe**, **Maletekana Sarah**, First Defendant, and **Manasoe Mpho Magdeline**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the office of the Sheriff, 131 Marshall Street, Johannesburg, on 1 June 1995 at 10:00, of the undermentioned property of the Defendants on the conditions to be read out by the auctioneer at 131 Marshall Street, Johannesburg, and the full conditions of sale may be inspected at the offices of the Sheriff of the Court, Johannesburg West, Second Floor, T F C House, 32 Von Brandis Street, Johannesburg, prior to the sale:

Erf 2163, Mapetla Extension 1 Township, Registration Division IQ, Transvaal, measuring 228 (two hundred and twenty-eight) square metres, situated at Erf 2163, Mapetla Extension 1 Township, Soweto.

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

Well kept single-storey dwelling, two bedrooms, kitchen and lounge. Outbuilding: Three servants' quarters, garage and two driveways.

The property is zoned Residential.

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

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

Signed at Johannesburg on the 20th day of April 1995.

Ismail Ayob & Partners, Plaintiff's Attorneys, 26th Floor, Southern Life Centre, 45 Commissioner Street, P. O. Box 728, Johannesburg. [Tel. (011) 832-3251.] (Ref. M9648/PC.)

Case 16214/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between Nedcor Bank Limited, Plaintiff, and Madela Clementine, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the office of the Sheriff, 131 Marshall Street, Johannesburg, on 1 June 1995 at 10:00, of the undermentioned property of the Defendant on the conditions to be read out by the auctioneer at 131 Marshall Street, Johannesburg, and the full conditions of sale may be inspected at the offices of the Sheriff of the Court, Johannesburg West, Second Floor, T F C Houe, 32 Von Brandis Street, Johannesburg, prior to the sale:

Erf 5530, Pimville Zone 5 Township, Registration Division IQ, Transvaal, measuring 322 (three hundred and twenty-two) square metres, situated at Erf 5530, Pimville Zone 5 Township.

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

Dwelling under asbestos roof, three bedrooms, lounge, dining-room, kitchen and bathroom.

The property is zoned Residential.

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

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

Signed at Johannesburg on the 25th day of April 1995.

Ismail Ayob & Partners, Plaintiff's Attorneys, 26th Floor, Southern Life Centre, 45 Commissioner Street, P. O. Box 728, Johannesburg. [Tel. (011) 832-3251.] (Ref. M27693/PC.)

Case 17169/92

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between Nedcor Bank Limited, Plaintiff, and Livuno Oupa John, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the office of the Sheriff, 131 Marshall Street, Johannesburg, on 1 June 1995 at 10:00, of the undermentioned property of the Defendant on the conditions to be read out by the auctioneer at 131 Marshall Street, Johannesburg, and the full conditions of sale may be inspected at the offices of the Sheriff of the Court, Johannesburg West, Second Floor, T.F.C. House, 32 Von Brandis Street, Johannesburg, prior to the sale:

Erf 8418, Pimville Zone 6 Township, Registration Division IQ, Transvaal, measuring 382 (three hundred and eighty-two) square metres, situated at Erf 8418, Pimville Zone 6 Township.

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

Well kept single storey dwelling, two bedrooms, bathroom, dining-room and kitchen.

The property is zoned Residential.

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

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

Signed at Johannesburg on the 29th day of April 1995.

Ismail Ayob & Partners, Plaintiff's Attorneys, 27th Floor, Southern Life Centre, 45 Commissioner Street, P. O. Box 728, Johannesburg. [Tel. (011) 832-3251.] (Ref. L21451/PC.)

Case 18414/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between Nedcor Bank Limited, Plaintiff, and Gabaocoe, Alfred Fred, First Defendant, and Gabaocoe, Alina, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the office of the Sheriff, 131 Marshall Street, Johannesburg, on 1 June 1995 at 10:00, of the undermentioned property of the Defendants on the conditions to be read out by the auctioneer at the office of the Sheriff, 131 Marshall Street, Johannesburg, and the full conditions of sale may be inspected at the offices of the Sheriff of the Court, Johannesburg West, Second Floor, T F C House, 32 Von Brandis Street, Johannesburg, prior to the sale:

Erf 758, Mofolo South Township, Registration Division IQ, Tranvaal, measuring 231 (two hundred and thirty-one) square metres, situated at Erf 758, Mofolo South Township.

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

Dwelling consisting of three bedrooms, lounge, kitchen and bathroom.

The property is zoned Residential.

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

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

Signed at Johannesburg on the 25th day of April 1995.

Ismail Ayob & Partners, Plaintiff's Attorneys, 27th Floor, Southern Life Centre, 45 Commissioner Street, P. O. Box 728, Johannesburg. [Tel. (011) 832-3251.] (Ref. G23752/PC.)

Case 04017/95

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between Nedcor Bank Limited, Plaintiff, and Davies, Arthur Richard, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the office of the Sheriff, 131 Marshall Street, Johannesburg, on 1 June 1995 at 10:00, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff, Johannesburg South, 100 Sheffield Street, Turffontein, Johannesburg, prior to the sale:

Erf 2057, Eldoradopark Extension 1 Township, Registration Division IQ, Transvaal, measuring 242 (two hundred and forty-two) square metres, situated at 451 Sabre Street, Eldoradopark Extension 1 Township.

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

Dwelling consisting of three bedrooms, kitchen, lounge, bathroom and dining-room.

The property is zoned Residential.

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

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

Signed at Johannesburg on the 20th day of April 1995.

Ismail Ayob & Partners, Plaintiff's Attorneys, 26th Floor, Southern Life Centre, 45 Commissioner Street, P. O. Box 728, Johannesburg. [Tel. (011) 832-3251.] (Ref. D29686/PC.)

Case 31248/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between Nedcor Bank Limited, Plaintiff, and Buthelezi, Koyi 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 at the offices of the Sheriff, 131 Marshall Street, Johannesburg, on 1 June 1995 at 10:00, of the undermentioned property of the Defendant on the conditions to be read out by the auctioneer at 131 Marshall Street, Johannesburg, and the full conditions of sale may be inspected at the offices of the Sheriff of the Court, Johannesburg West, Second Floor, T F C House, 32 Von Brandis Street, Johannesburg, prior to the sale:

All right, title and interest in the leasehold in respect of Erf 9020, Pimville Zone 6 Township, Registration Division IQ, Transvaal, measuring 236 (two hundred and thirty-six) square metres situated at Erf 9020, Pimville Zone 6 Township.

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

Dwelling under asbestos roof, two bedrooms, dining-room and kitchen. Outbuilding: Toilet, two garages and store-room.

The property is zoned residential.

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

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

Signed at Johannesburg on the 28th day of April 1995.

Ismail Ayob & Partners, Plaintiff's Attorneys, 26th Floor, Southern Life Centre, 45 Commissioner Street, P. O. Box 728, Johannesburg. [Tel. (011) 832-3251.] (Ref. B29201/PC.)

Case 19825/92

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between Nedcor Bank Ltd, Plaintiff, and Sepako, Mokgwetsi Daniel, First Defendant, and Sepako, Nomasonto Lizzie, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the office of the Sheriff, 131 Marshall Street, Johannesburg, on 1 June 1995 at 10:00, of the undermentioned property of the Defendants on the conditions to be read out by the auctioneer at 131 Marshall Street, Johannesburg, and the full conditions of sale may be inspected at the offices of the Sheriff of the Court, Johannesburg West, Second Floor, T F C House, 32 Von Brandis Street, Johannesburg, prior to the sale:

Erf 4293, Naledi Township, Registration Division IQ, Transvaal, measuring 237 (two hundred and thirty-seven) square metres, situated at Erf 2258A Naledi Township.

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

Dwelling consisting of dining-room, kitchen, two bedrooms. Outbuilding: Three single garages.

The property is zoned residential.

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

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

Signed at Johannesburg on the 28th day of April 1995.

Ismail Ayob & Partners, Plaintiff's Attorneys, 26th Floor, Southern Life Centre, 45 Commissioner Street, P. O. Box 728, Johannesburg. [Tel. (011) 832-3251.] (Ref. S21790/PC.)

Case 3398/95

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Ltd**, Plaintiff, and **Sibisi, Paulos**, First Defendant, and **Sibisi, Mary-Ann Phindile Vukile**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the office of the Sheriff, 131 Marshall Street, Johannesburg, on 1 June 1995 at 10:00, of the undermentioned property of the Defendants on the conditions to be read out by the auctioneer at 131 Marshall Street, Johannesburg, and the full conditions of sale may be inspected at the offices of the Sheriff of the Court, Johannesburg West, Second Floor, T.F.C. House, 32 Von Brandis Street, Johannesburg, prior to the sale:

Erf 254, Jabulani Township, Registration Division IQ, Transvaal, measuring 257 (two hundred and fifty-seven) square metres, situated at Erf 254, Jabulani Township.

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

Dwelling under asbestos roof, two bedrooms, kitchen and dining-room.

The property is zoned Residential.

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

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

Signed at Johannesburg on the 25th day of April 1995.

Ismail Ayob & Partners, Plaintiff's Attorneys, 26th Floor, Southern Life Centre, 45 Commissioner Street, P. O. Box 728, Johannesburg. [Tel. (011) 832-3251.] (Ref. S12417/PC.)

Case 7635/92

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between Nedcor Bank Ltd, Plaintiff, and Vilakazi, Bongi Van, First Defendant, and Vilakazi, Nomvuyo Eugenia,
Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the office of the Sheriff, 131 Marshall Street, Johannesburg, on 1 June 1995 at 10:00, of the undermentioned property of the Defendants on the conditions to be read out by the auctioneer at 131 Marshall Street, Johannesburg, and the full conditions of sale may be inspected at the offices of the Sheriff of the Court, Johannesburg West, Second Floor, T F C House, 32 Von Brandis Street, Johannesburg, prior to the sale:

Erf 2136, Molapo Township, Registration Division IQ, Transvaal, measuring 269 (two hundred and sixty-nine) square metres, situated at Erf 1769B Molapo Township.

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

Dwelling under asbestos roof, two bedrooms, kitchen and dining-room. Outbuilding: Two single garages and store-room.

The property is zoned Residential.

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

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

Signed at Johannesburg on the 28th day of April 1995.

Ismail Ayob & Partners, Plaintiff's Attorneys, 26th Floor, Southern Life Centre, 45 Commissioner Street, P. O. Box 728, Johannesburg. [Tel. (011) 832-3251.] (Ref. V20499/PC.)

Case 21701/89

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between Nedcor Bank Ltd, Plaintiff, and Mnisi, Japane Harry, First Defendant, and Mnisi, Duduzile Gladness, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the office of the Sheriff, 131 Marshall Street, Johannesburg, on 1 June 1995 at 10:00, of the undermentioned property of the Defendants on the conditions to be read out by the auctioneer at 131 Marshall Street, Johannesburg, and the full conditions of sale may be inspected at the offices of the Sheriff of the Court, Johannesburg West, Second Floor, T F C House, 32 Von Brandis Street, Johannesburg, prior to the sale:

Erf 970, Phiri Township, Registration Division IQ, Transvaal, measuring 221 (two hundred and twenty-one) square metres, situated at Erf 970, Phiri Township.

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

Dwelling under asbestos roof, two bedrooms and two rooms.

The property is zoned Residential.

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

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

Signed at Johannesburg on the 21st day of April 1995.

Ismail Ayob & Partners, Plaintiff's Attorneys, 26th Floor, Southern Life Centre, 45 Commissioner Street, P. O. Box 728, Johannesburg. [Tel. (011) 832-3251.] (Ref. M9566/PC.)

Case 24640/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between Nedcor Bank Ltd, Plaintiff, and Nkosi, Felani Nellie, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the office of the Sheriff, 131 Marshall Street, Johannesburg, on 1 June 1995 at 10:00, of the undermentioned property of the Defendant on the conditions to be read out by the auctioneer at 131 Marshall Street, Johannesburg, and the full conditions of sale may be inspected at the offices of the Sheriff of the Court, Johannesburg West, Second Floor, T F C House, 32 Von Brandis Street, Johannesburg, prior to the sale:

Erf 296, Dube Township, Registration Division IQ, Transvaal, measuring 301 (three hundred and one) square metres, situated at Erf 296, Dube Township.

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

Dwelling under asbestos roof, two bedrooms, dining-room and kitchen. Outbuilding: Garage.

The property is zoned Residential.

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

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

Signed at Johannesburg on the 2nd day of May 1995.

Ismail Ayob & Partners, Plaintiff's Attorneys, 26th Floor, Southern Life Centre, 45 Commissioner Street, P. O. Box 728, Johannesburg. [Tel. (011) 832-3251.] (Ref. N28612/PC.)

Case 33949/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between Nedcor Bank Ltd, Plaintiff, and Nkenene, Niki Nonyikima Nodumo Ellen, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the office of the Sheriff, 131 Marshall Street, Johannesburg, on 1 June 1995 at 10:00, of the undermentioned property of the Defendant on the conditions to be read out by the auctioneer at the office of the Sheriff, 131 Marshall Street, Johannesburg, and the full conditions of sale may be inspected at the offices of the Sheriff of the Court, 131 Marshall Street, Johannesburg, prior to the sale:

A unit consisting of (a) Section 33, as shown and more fully described on Sectional Plan SS27/1990, in the scheme known as Enfield Court, in respect of the land and building or buildings situated at Johannesburg Township, in the Area of the Johannesburg Local Authority of which the floor area, according to the said Sectional Plan is 76 (seventy-six) square metres, in extent; and (b) an undivided share in the common property in the scheme, apportioned to the said section in accordance with the participation quota as endorsed on the said Sectional Plan, held under Deed of Transfer ST2747/1993, situated at 508 Enfield Court, 55 Fox Street, Johannesburg, measuring 76 (seventy-six) square metres, situated at 508 Enfield Court, 55 Fox Street, Johannesburg.

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

Flat consisting of lounge, kitchen, bedroom and bathroom.

The property is zoned Residential.

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

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

Signed at Johannesburg on the 24th day of April 1995.

Ismail Ayob & Partners, Plaintiff's Attorneys, 26th Floor, Southern Life Centre, 45 Commissioner Street, P. O. Box 728, Johannesburg. [Tel. (011) 832-3251.] (Ref. N29441/PC.)

Case 04433/95

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Masemola**, **Thomane Moses**, First Defendant, and **Masemola**, **Lubengo Eleanor**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the office of the Sheriff, 131 Marshall Street, Johannesburg, on 1 June 1995 at 10:00, of the undermentioned property of the Defendants on the conditions to be read out by the auctioneer at 131 Marshall Street, Johannesburg, and the full conditions of sale may be inspected at the offices of the Sheriff of the Court, Johannesburg West, Second Floor, T F C House, 32 Von Brandis Street, Johannesburg, prior to the sale:

Erf 4690 (now renumbered Erf 19116), Diepkloof Township, Registration Division IQ, Transvaal, measuring 373 (three hundred and seventy-three) square metres, situated at Erf 4690 (now renumbered 19116), Diepkloof Township.

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

Dwelling under tiled roof, three bedrooms, lounge, kitchen and bathroom.

The property is zoned Residential.

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

Auctioneer's charges, payable on the day of sale, to be calculated as follows:

5% (five per cent) on the proceeds of the sale up to a price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Signed at Johannesburg on the 24th day of April 1995.

Ismail Ayob & Partners, Plaintiff's Attorneys, 26th Floor, Southern Life Centre, 45 Commissioner Street, P.O. Box 728, Johannesburg. [Tel. (011) 832-3251.] (Ref. M29817/PC.)

Case 33881/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between Nedcor Bank Limited, Plaintiff, and Mienie Arnoldus Stephanus, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff at the Salerooms of the Sheriff, 182 Progress Road, Technikon, Roodepoort, on 2 June 1995 at 10:00, of the undermentioned property of the Defendant on the conditions and which may be inspected at the offices of the Sheriff, at 182 Progress Road, Technikon, Roodepoort, prior to the sale:

Erf 718, Helderkruin Extension 1 Township, Roodepoort, Registration Division IQ, Transvaal, measuring 1 803 (one thousand eight hundred and three) square metres, situated at 56 Boeing Street, Helderkruin Extension 1 Township.

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

Dwelling under iron roof, lounge, dining-room, family room, kitchen, four bedrooms and two bathrooms.

The property is zoned Residential.

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

Auctioneer's charges, payable on the day of sale, to be calculated as follows:

5% (five per cent) on the proceeds of the sale up to a price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Signed at Johannesburg on the 25th day of April 1995.

Ismail Ayob & Partners, Plaintiff's Attorneys, 26th Floor, Southern Life Centre, 45 Commissioner Street, P.O. Box 728, Johannesburg. [Tel. (011) 832-3251.] (Ref. M29440/PC.)

68983-3

Case 2899/92

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Lentswe Motlhoiwa Edgar**, First Defendant, and **Lentswe Maureen**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff at the Salerooms of the Sheriff, 182 Progress Road, Technikon, Roodepoort, on 2 June 1995 at 10:00, of the undermentioned property of the Defendants on the conditions and which may be inspected at the offices of the Sheriff, at 182 Progress Road, Technikon, Roodepoort, prior to the sale:

Erf 450, Mmesi Park Township, Roodepoort, Registration Division IQ, Transvaal, measuring 300 (three hundred) square metres, situated at Erf 450, Mmesi Park Township, Roodepoort.

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

Dwelling under tiled roof, lounge, dining-room, kitchen, three bedrooms and bathroom.

The property is zoned Residential.

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

Auctioneer's charges, payable on the day of sale, to be calculated as follows:

5% (five per cent) on the proceeds of the sale up to a price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

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

Ismail Ayob & Partners, Plaintiff's Attorneys, 26th Floor, Southern Life Centre, 45 Commissioner Street, P.O. Box 728, Johannesburg. [Tel. (011) 832-3251.] (Ref. L19868/PC.)

Case 26228/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between Nedcor Bank Limited, Plaintiff, and Thiyane Velaphi Amos, First Defendant, and Thiyane Lillian Dimakatso, 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, in front of the main entrance to the Magistrate's Court, Fochville, on 2 June 1995 at 10:15, of the undermentioned property of the Defendants on the conditions which will lie for inspection at the office of the Sheriff, at 20 Borrius Street, Baillie Park, Potchefstroom, prior to the sale:

Erf 3008, Wedela Extension 1 Township, Registration Division IQ, Transvaal, measuring 209 (two hundred and nine) square metres, situated at Erf 3008, Wedela Extension 1 Township.

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

Dwelling under tiled roof, lounge, kitchen, two bedrooms and bathroom.

The property is zoned Residential.

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

Auctioneer's charges, payable on the day of sale, to be calculated as follows:

5% (five per cent) on the proceeds of the sale up to a price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Signed at Johannesburg on the 25th day of April 1995.

Ismail Ayob & Partners, Plaintiff's Attorneys, 26th Floor, Southern Life Centre, 45 Commissioner Street, P.O. Box 728, Johannesburg. [Tel. (011) 832-3251.] (Ref. T29403/PC.)

Case 24859/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between Nedcor Bank Limited, Plaintiff, and Sithole Moses Charley, Defendant

In execution of a judgment of the Supreme Court of South Africa (Transvaal Provincial Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff, in front of the main entrance to the Magistrate's Court, Fochville, on 2 June 1995 at 10:15, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the office of the Sheriff, at 20 Borrius Street, Baillie Park, Potchefstroom, prior to the sale:

Erf 3452, Wedela Extension 1 Township, Registration Division IQ, Transvaal, measuring 281 (two hundred and eighty-one) square metres, situated at Erf 3452, Wedela Extension 1 Township.

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

Dwelling under tiled roof, lounge, kitchen, three bedrooms and bathroom.

The property is zoned Residential.

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

Auctioneer's charges, payable on the day of sale, to be calculated as follows:

5% (five per cent) on the proceeds of the sale up to a price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Signed at Johannesburg on the 25th day of April 1995.

Ismail Ayob & Partners, Plaintiff's Attorneys, 26th Floor, Southern Life Centre, 45 Commissioner Street, P.O. Box 728, Johannesburg, [Tel. (011) 832-3251.] (Ref. S29217/PC.)

Case 24767/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between Nedcor Bank Limited, Plaintiff, and Ratshefola Motupa John, Defendant

In execution of a judgment of the Supreme Court of South Africa (Transvaal Provincial Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff, in front of the main entrance to the Magistrate's Court, Fochville, on 2 June 1995 at 10:15, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the office of the Sheriff, at 20 Borrius Street, Baillie Park, Potchefstroom, prior to the sale:

Erf 3642, Wedela Extension 1 Township, Registration Division IQ, Transvaal, measuring 232 (two hundred and thirty-two) square metres, situated at 437 Fuziles Street, Wedela Extension 1 Township.

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

Dwelling under tiled roof, lounge, kitchen, two bedrooms and bathroom.

The property is zoned Residential.

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

Auctioneer's charges, payable on the day of sale, to be calculated as follows:

5% (five per cent) on the proceeds of the sale up to a price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Signed at Johannesburg on the 25th day of April 1995.

Ismail Ayob & Partners, Plaintiff's Attorneys, 26th Floor, Southern Life Centre, 45 Commissioner Street, P.O. Box 728, Johannesburg. [Tel. (011) 832-3251.] (Ref. R29236/PC.)

Case 24768/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between Nedcor Bank Limited, Plaintiff, and Nocwanya Notsekwa, Defendant

In execution of a judgment of the Supreme Court of South Africa (Transvaal Provincial Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff, in front of the main entrance to the Magistrate's Court, Fochville, on 2 June 1995 at 10:15, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the office of the Sheriff, at 20 Borrius Street, Baillie Park, Potchefstroom, prior to the sale:

Erf 3113, Wedela Extension 1 Township, Registration Division IQ, Transvaal, measuring 203 (two hundred and three) square metres, situated at Erf 3113, Wedela Extension 1 Township.

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

Dwelling under tiled roof, dining-room, kitchen, two bedrooms and bathroom.

The property is zoned Residential.

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

Auctioneer's charges, payable on the day of sale, to be calculated as follows:

5% (five per cent) on the proceeds of the sale up to a price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Signed at Johannesburg on the 25th day of April 1995.

Ismail Ayob & Partners, Plaintiff's Attorneys, 26th Floor, Southern Life Centre, 45 Commissioner Street, P.O. Box 728, Johannesburg. [Tel. (011) 832-3251.] (Ref. N29242/PC.)

Case 908/95

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between Nedcor Bank Limited, Plaintiff, and Nakana Motlejoa Paulos, Defendant

In execution of a judgment of the Supreme Court of South Africa (Transvaal Provincial Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff, in front of the main entrance to the Magistrate's Court, Fochville, on 2 June 1995 at 10:15, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the office of the Sheriff, at 20 Borrius Street, Baillie Park, Potchefstroom, prior to the sale:

Erf 3627, Wedela Extension 1 Township, Registration Division IQ, Transvaal, measuring 240 (two hundred and forty) square metres, situated at 3627 Phokojoe Street, Wedela Extension 1 Township.

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

Dwelling under tiled roof, lounge, kitchen, three bedrooms and bathroom.

The property is zoned Residential.

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

Auctioneer's charges, payable on the day of sale, to be calculated as follows:

5% (five per cent) on the proceeds of the sale up to a price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Signed at Johannesburg on the 28th day of April 1995.

Ismail Ayob & Partners, Plaintiff's Attorneys, 26th Floor, Southern Life Centre, 45 Commissioner Street, P.O. Box 728, Johannesburg. [Tel. (011) 832-3251.] (Ref. N29396/PC.)

Case 04021/90

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **The Standard Bank of South Africa Limited**, Plaintiff, and **Monageng Pinkie**, First Defendant, and **Monageng Stella**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the office of the Sheriff, 131 Marshall Street, Johannesburg, on 1 June 1995 at 10:00, of the undermentioned property of the Defendants on the conditions to be read out by the auctioneer at 131 Marshall Street, Johannesburg, and the full conditions of sale may be inspected at the offices of the Sheriff of the Court, Johannesburg West, Second Floor, T F C House, 32 Von Brandis Street, Johannesburg, prior to the sale:

Erf 17 (now renumbered Erf 6724), Emdeni Extension 2 Township, Registration Division IQ, Transvaal, measuring 249 (two hundred and forty-nine) square metres, situated at Erf 17 (now renumbered Erf 6724), Emdeni Extension 2 Township.

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

Dwelling under tiled roof, lounge, dining-room, kitchen, two bedrooms, bathroom and toilet.

The property is zoned Residential.

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

Auctioneer's charges, payable on the day of sale, to be calculated as follows:

5% (five per cent) on the proceeds of the sale up to a price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

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

Ismail Ayob & Partners, Plaintiff's Attorneys, 26th Floor, Southern Life Centre, 45 Commissioner Street, P.O. Box 728, Johannesburg. [Tel. (011) 832-3251.] (Ref. M10697/SC.)

Case 1991/91

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between The Standard Bank of South Africa Limited, Plaintiff, and Mashele Mkhomazi Getson, First Defendant, and Mashele Elizabeth Naniki, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the office of the Sheriff, 131 Marshall Street, Johannesburg, on 1 June 1995, of the undermentioned property of the Defendants on the conditions to be read out by the auctioneer at 131 Marshall Street, Johannesburg, and the full conditions of sale may be inspected at the offices of the Sheriff of the Court, Johannesburg West, Second Floor, T F C House, 32 Von Brandis Street, Johannesburg, prior to the sale:

Erf 27 (now renumbered Erf 6734), Emdeni Extension 2 Township, Registration Division IQ, Transvaal, measuring 240 (two hundred and forty) square metres, situated at Erf 27 (now renumbered Erf 6734), Emdeni Extension 2 Township, Soweto.

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

Dwelling under tiled roof, lounge/dining-room, kitchen, two bedrooms and bathroom.

The property is zoned Residential.

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

and Auctioneer's charges, payable on the day of sale, to be calculated as follows:

5% (five per cent) on the proceeds of the sale up to a price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Signed at Johannesburg on the 21st day of April 1995.

Ismail Ayob & Partners, Plaintiff's Attorneys, 26th Floor, Southern Life Centre, 45 Commissioner Street, P.O. Box 728, Johannesburg. [Tel. (011) 832-3251.] (Ref. M15970/SC.)

Case 28576/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between NBS Bank Limited, Plaintiff, and Mbele Johannes, 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 13 January 1995, will be sold in execution on Friday, 26 May 1995 at 10:00, at the offices of the Sheriff of the Supreme Court, 50 Edwards Avenue, Westonaria, to the highest bidder:

Portion 8 of Erf 3313, Lenasia South Extension 7 Township, Registration Division IQ, Transvaal, in extent 279 (two hundred and seventy-nine) square metres, situated at Portion 8 of Erf 3313, Lenasia South Extension 7.

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, three bedrooms, bathroom and toilet.

Outbuilding: Carport.

Boundary: Fenced.

Improvements: Fence.

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, 50 Edwards Avenue, Westonaria for the Supreme Court. A substantial bank loan can be raised for an approved purchaser with prior approval.

Dated at Johannesburg on the 21st day of April 1995.

De Villiers & Co., Ninth Floor, NBS Building, corner of Market and Rissik Streets, Johannesburg. (Tel. 336-3913/4 and 336-3921/2/3.) (Docex: DX.571.) (Ref. Mr Steyn/1252.)

Case 11880/94

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Newton Mlibazisi Magida**, First Defendant, and **Cynthia Nomisile Magida**, Second Defendant

On 26 May 1995 at 11:15, the undermentioned property will be sold in execution at the Sheriff's Offices, 182 Leeuwpoort Street, Boksburg:

Certain right of leasehold in respect of Erf 19642, Vosloorus Extension 29, Registration Division IR, Transvaal, situated at 19642 Vosloorus Extension 29, Boksburg.

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

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

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

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

Tuckers, Permanent Building, Commissioner Street, Boksburg. (Tel. 892-3400.) (Ref. Mrs L. Pinheiro/H01939.)

Case 1812/95

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Tello Daniel Motaung**, First Defendant, and Mathebe Veronica Motaung, Second Defendant

On 26 May 1995 at 11:15, the undermentioned property will be sold in execution at the Sheriff's Offices, 182 Leeuwpoort Street, Boksburg:

Certain right of leasehold in respect of Erf 985, Vosloorus Extension 3, Registration Division IR, Transvaal, situated at 985 Vosloorus Extension 3, Boksburg.

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

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

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

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

Tuckers Inc., Permanent Building, Commissioner Street, Boksburg. (Tel. 892-3400.) (Ref. Mrs L. Pinheiro/H03095.)

Case 1464/95

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Selby Mabush Hlatshwayo**, First Defendant, and **Titile Liza Hlatshwayo**, Second Defendant

On 26 May 1995 at 11:15, the undermentioned property will be sold in execution at the Sheriff's Offices, 182 Leeuwpoort Street, Boksburg:

Certain Erf 16882, Vosloorus Extension 25, Registration Division IR, Transvaal, situated at 16882 Vosloorus Extension 25, Boksburg.

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

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

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

Dated at Boksburg on this the 26th day of April 1995.

Tuckers, Inc., Permanent Building, Commissioner Street, Boksburg. (Tel. 892-3400.) (Ref. Mrs L. Pinheiro/H03051.)

Case 613/95

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Lazarus Ben Khoza**, First Defendant, and **Delores Ngilima**, Second Defendant

On 26 May 1995 at 11:15, the undermentioned property will be sold in execution at the Sheriff's Offices, 182 Leeuwpoort Street, Boksburg:

Certain Erf 7104, Vosloorus Extension 9, Registration Division IR, Transvaal, situated at 7104 Vosloorus Extension 9, Boksburg.

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

- 1. The sale shall be without reserve, and the property shall, subject to the Magistrates' Courts Act, 1944 and the other conditions of sale, be sold voetstoots to the highest bidder.
- 2. The purchaser shall pay 10% (ten per centum) of the price plus Sheriff's commission on the date of sale and the balance plus interest at the Plaintiff's current lending rates on transfer, to be secured by acceptable guarantees within 14 days of the sale.

- 3. The purchaser shall pay all amounts necessary to obtain transfer of the property, including transfer costs and duties, rates, taxes and other charges payable to the Local Authority.
 - 4. The risk and benefit in and to the property shall pass to the purchaser on the date of sale.
 - 5. No warranty is given in relation to the nature or description of the improvements.

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

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

Tuckers Inc., Permanent Building, Commissioner Street, Boksburg. (Tel. 892-3400.) (Ref. Mrs L. Pinheiro/H02055.)

Case 3164/88

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Sigoloza Maxwell Lupindo**, First Defendant, and **Nondlela Rebecca Lupindo**, Second Defendant

On 26 May 1995 at 11:15, the undermentioned property will be sold in execution at the Sheriff's Offices, 182 Leeuwpoort Street, Boksburg:

Certain Erf 3302, Vosloorus, Registration Division IR, Transvaal, situated at 3302 Khoza Road, Vosloorus, Boksburg. *Improvements:* Detached single storey brick residence consisting of two bedrooms, bathroom, lounge and kitchen.

- 1. The sale shall be without reserve, and the property shall, subject to the Magistrates' Courts Act, 1944 and the other conditions of sale, be sold voetstoots to the highest bidder.
- 2. The purchaser shall pay 10% (ten per 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 the 26th day of April 1995.

Tuckers Inc., Permanent Building, Commissioner Street, Boksburg. (Tel. 892-3400.) (Ref. Mrs Pinheiro/H1561.)

Case 647/90

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

In the matter between Nedcor Bank Limited, Plaintiff, and Zakhele Petrus Ngwenya, First Defendant, and Dongwane Martin Ngwenya, Second Defendant

On 26 May 1995 at 11:15 the undermentioned property will be sold in execution at the Sheriff's Offices, 182 Leeuwpoort Street, Boksburg:

Certain right of leasehold in respect of Erf 1549, Vosloorus Extension 2, Registration Division IR, Transvaal, situated at 1549 Vosloorus Extension 2, Boksburg.

Improvements (not warranted to be correct) Detached single storey brick residence consisting of two bedrooms, bathroom, kitchen and lounge.

- 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.

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 April 1995.

Tuckers, Permanent Building, Commissioner Street, Boksburg. (Tel. 892-3400.) (Ref. Mrs L. Pinheiro/H01815.)

Case 18023/94 PH 482

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between First National Bank of Southern Africa Limited, Plaintiff/Execution Creditor, and Northfield, Arthur Richmond, Defendant/Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) a sale without reserve will be held by the Sheriff of the Supreme Court for the District of Johannesburg North, on Thursday, 1 June 1995 at 10:00, of the undermentioned property of the Defendant on and subject to the conditions to be inspected at the offices of the said Sheriff.

The property is Portion 27 of Erf 529, Linden Township, Registration Division IQ, Transvaal, measuring 1 832 square metres, and held under Deed of Transfer T36000/1988, situated at 98 First Street, Linden, Johannesburg.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: Single-storey dwelling with tiled roof, three bedrooms, lounge, dining-room, kitchen, bathroom, w.c., garage, carport, servants' quarters with shower and a swimming-pool.

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

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

Dated at Johannesburg this 24th day of April 1995.

Max Cohen, Plaintiff's Attorney, 410 Delbree House, Johannesburg, 2001; P.O. Box 4184, Johannesburg, 2000.

Saak 34283/93

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Witwatersrandse Plaaslike Afdeling)

Saambou Bank Beperk vs Thavhadziawe Johannes Davhana

Kragtens 'n Hofbevel toegestaan in die Hooggeregshof van Suid-Afrika (Witwatersrandse Plaaslike Afdeling) op 25 Februarie 1993, sal die volgende eiendom op 30 Mei 1995 om 10:00, deur die Balju, Eerste Verdieping, Terracegebou, Eaton Terracestraat, New Redruth, per publieke veiling verkoop word:

Erf 808, Likole-dorpsgebied, Registrasieafdeling IR, Transvaal, geleë te Erf 808, Likole, Katlehong, met alle verbeteringe daarop.

Terme: 10% (tien persent) van die koopprys in kontant as 'n deposito op die dag van die verkoping en die balans by registrasie van transport, waarvoor bank- en/of bougenootskapwaarborge gelewer moet word binne 14 (veertien) dae vanaf datum van verkoop.

Datum: 25 April 1995.

Otto Hayes, St Albansstraat 38, Brixton.

Saak 26116/94

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen ABSA Bank Beperk, Eiser, en Mafadi John Rametse, Verweerder

'n Eksekusieverkoping word gehou deur die Balju, Wonderboom, te Gedeelte 83, De Onderstepoort (net noord van Sasko Meule, ou Warmbadpad, Bon Accord), op 2 Junie 1995 om 15:00, van:

Erf 842, geleë in die dorpsgebied The Orchards-uitbreiding 11, Registrasieafdeling JR, Transvaal, groot 843 vierkante meter, gehou kragtens Akte van Transport T93231/93 (beter bekend as Harmsestraat 28, The Orchards-uitbreiding 11).

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

Verbeterings: 'n Baksteenwoonhuis met teëldak, teël- en novilon vloere bestaande uit 'n ingangsportaal, sitkamer, eet-kamer, kombuis, drie slaapkamers en twee badkamers.

Buitegeboue: Enkelmotorhuis en toilet.

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

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

Saak 41997/93

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen Raad op Plaaslike Bestuursaangeleenthede, Eiser, en Wynand Frederik Scott, Verweerder

Ter uitvoering van 'n vonnis van bogemelde Hof gedateer 8 September 1993, sal die ondervermelde eiendom op 14 Junie 1995 om 08:30, deur die Balju, Lydenburg, voor die Landdroskantore, hoek van Voortrekker- en De Klerkstraat, Lydenburg, aan die hoogste bieder geregtelik verkoop word:

Erf 149, Ohrigstad, Registrasiefafdeling KT, Transvaal, groot 1 547 vierkante meter, gehou kragtens Akte van Transport T23228/1974, bekend as Alwynlaan 149, Ohrigstad.

Verbeterings (geen waarborg word in hierdie verband gegee nie): 'n Onverbeterde perseel.

Sonering: Onbepaald.

Die verkoopvoorwaardes wat onmiddellik voor die verkoping gelees sal word, lê ter insae by die kantore van die Balju, Voortrekkerstraat 26, Lydenburg, en bevat onder andere die volgende:

- (a) Die koper moet 'n deposito van tien persent (10%) van die koopprys kontant op die dag van die verkoping betaal, die balans betaalbaar teen transport en verseker te word deur 'n waarborg van 'n bank of bougenootskap wat deur die Eiser se prokureur goedgekeur is, die waarborg aan die Balju binne veertien (14) dae na datum van die verkoping verstrek te word.
- (b) Die koper moet afslaersgelde op die dag van die verkoping betaal teen 5% (vyf persent) tot 'n prys van R20 000 en daarna 3% (drie persent) tot 'n maksimum geld van R6 000 met 'n minimum van R200 plus BTW.

Geteken te Pretoria hierdie 3de dag van Mei 1995.

Eben Griffiths & Vennote, p.a. Wilsenach Van Wyk Goosen & Bekker Ing., Sanlamsentrum 1115, Andriesstraat, Pretoria. [Tel. (012) 64-1007/64-1039.] (Verw. mnr. Griffiths/svn.)

Saak 41974/93

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

🗅 🌾 In die saak tussen Raad op Plaaslike Bestuursaangeleenthede, Eiser, en Ronald Vincent Norman, Verweerder

Ter uitvoering van 'n vonnis van bogemelde Hof gedateer 14 Desember 1993, sal die ondervermelde eiendom op 14 Junie 1995 om 08:30, deur die Balju, Lydenburg, voor die Landdroskantore, hoek van Voortrekker- en De Klerkstraat, Lydenburg, aan die hoogste bieder geregtelik verkoop word:

Erf 109, Ohrigstad, Registrasiefadeling KT, Transvaal, groot 1 777 vierkante meter, gehou kragtens Akte van Transport T57572/1980, bekend as Trichardtstraat 109, Ohrigstad.

Verbeterings (geen waarborg word in hierdie verband gegee nie): 'n Onverbeterde perseel.

Sonering: Onbepaald.

Die verkoopvoorwaardes wat onmiddellik voor die verkoping gelees sal word, lê ter insae by die kantore van die Balju, Voortrekkerstraat 26, Lydenburg, en bevart onder andere die volgende:

- (a) Die koper moet 'n deposito van tien persent (10%) van die koopprys kontant op die dag van die verkoping betaal, die balans betaalbaar teen transport en verseker te word deur 'n waarborg van 'n bank of bougenootskap wat deur die Eiser se prokureur goedgekeur is, die waarborg aan die Balju binne veertien (14) dae na datum van die verkoping verstrek te word.
- (b) Die koper moet afslaersgelde op die dag van die verkoping betaal teen 5% (vyf persent) tot 'n prys van R20 000 en daarna 3% (drie persent) tot 'n maksimum geld van R6 000 met 'n minimum van R200 plus BTW.

Geteken te Pretoria hierdie 3de dag van Mei 1995.

Eben Griffiths & Vennote, p.a. Wilsenach Van Wyk Goosen & Bekker Ing., Sanlamsentrum 1115, Andriesstraat, Pretoria. [Tel. (012) 64-1007/64-1039.] (Verw. mnr. Griffiths/svn.)

Saak 674/94

IN DIE LANDDROSHOF VIR DIE DISTRIK SOSHANGUVE GEHOU TE SOSHANGUVE

In die saak tussen Khayalethu Home Loans, Eiser, en J. P. Mokone, Eerste Verweerder, en F. Mokone, Tweede Verweerder

Ooreenkomstig 'n vonnis van die Landdros in bogemelde Agbare Hof en 'n lasbrief tot uitwinning, sal die ondergenoemde eiendom as 'n eenheid op 2 Junie 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 1320, Blok FF, tesame met die verbeteringe of geboue daarop geleë in die dorpsgebied Soshanguve, gehou kragtens Akte van Transport van Huurpag TL731/89, grootte 651 (ses vyf een) vierkante meter.

Verbeterings (ten opsigte waarvan egter geen waarborg gegee kan word nie):

Losstaande baksteen en/of sementwoonhuis onder sinkdak bestaande uit sitkamer, kombuis en drie slaapkamers.

Die wesentlike voorwaardes van verkoop is:

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

Geteken te Pretoria-Noord hierdie 2de dag van Mei 1995.

C. J. van Wyk, vir Hack Stupel & Ross, HSR-gebou, Emily Hobhouselaan 264, Pretoria-Noord. (Verw. mnr. Van Wyk/B49/140/EJ.)

Case 68086/94

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 William Nell, First Defendant, and Lucia Nell, Second Defendant

In execution of a judgment of the Magistrate's Court, Pretoria, in this suit, the undermentioned property will be sold by the Sheriff of the Court at 142 Struben Street, Pretoria, on 7 June 1995 at 10:00, to the highest bidder:

Certain Portion 1 of Erf 68, situated in the Township of Eldoraigne, Registration Division JR, Transvaal, measuring 1 000 square metres, situated at 72 Colin Hyde Road, Eldoraigne, Verwoerdburg.

Terms and conditions:

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

Description of property: House: Lounge, dining-room, kitchen, study room, three bedrooms, two w.c.'s, two bathrooms, shower, scullery, TV-room and dressing-room. *Outbuildings:* Double garage, servant's room and w.c. and shower. *Other:* Concrete walls and swimming-pool.

- 3. Payment: The purchase price shall be paid to 10% (ten per centum) thereof on the day of the sale to the Sheriff of the Court and the unpaid balance within fourteen (14) days shall be paid or secured by a bank or building society guarantee.
- 4. Conditions: The full conditions of sale may be inspected at the Sheriff's Offices at Edenpark, Plot 83, corner of Gerhard Street and West Avenue, Lyttelton Agricultural Holdings, Verwoerdburg.

Signed at Pretoria on this 4th day of May 1995.

Shapiro & De Meyer Inc., Third Floor, Shapiro Chambers, Bureau Lane, Pretoria. (Ref. Mrs Kartoudes/lf/N1344.)

Case 29733/94 PH 609

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between NBS Bank Limited, Plaintiff, and Segale, Benedict Israel, Defendant

In pursuance of a judgment in the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, the property listed herein will be sold on 1 June 1995 at 10:00, at the offices of the Sheriff, 131 Marshall Street, Johannesburg, to the highest bidder:

Erf 1286, Klipspruit West Extension 2 Township, Registration Division IQ, Transvaal, held under Deed of Transfer T34985/94, situated at 55 September Avenue, Klipspruit West Extension 2.

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

Improvements: Single-storey dwelling, walls brick and plaster, roof tiled, floor tiled, lounge, kitchen, three bedrooms, bathroom, w.c., carport walls and paving.

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

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

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

Van Staden & Booysen, 10th Floor, NBS Building, 38 Rissik Street, Johannesburg; P.O. Box 7085, Johannesburg. [Tel. (011) 333-3521.] (Ref. F. de Lange/tb.)

Saak 430/94

IN DIE LANDDROSHOF VIR DIE DISTRIK BELFAST TRANSVAAL GEHOU TE BELFAST

In die saak tussen R. J. Riphagen, J. C. Riphagen en R. Riphagen, Eisers, en V. S. Mathe, Verweerder

Ingevolge 'n vonnis van bogemelde Agbare Hof en 'n lasbrief tot uitwinning gedateer 31 Januarie 1995, sal die reg, titel en belang van die Eksekusieskuldenaar se eiendom verkoop word in eksekusie op 26 Mei 1995 om 10:00, te Van Riebeeckstraat 100, Belfast, Transvaal, aan die hoogste bieër:

- (a) Die Verweerder/Vonnisskuldenaar se reg, titel en belang in Perseel 763, geleë in die dorp Siyathuthuka, Registrasie-afdeling JT, Transvaal.
- (b) Die Verweerder/Vonnisskuldenaar se reg, titel en belang in Perseel 441, geleë in die dorp Siyathuthuka, Registrasie-afdeling JT, Transvaal.
- (c) Die Verweerder/Vonnisskuldenaar se reg, titel en belang in Perseel 105, geleë in die dorp Siyathuthuka, Registrasie-afdeling JT, Transvaal.
- 1. Die eiendom sal voetstoots verkoop word en sonder reserwe aan die hoogste bieër en sal die verkoping onderhewig wees aan die bepalings van artikel 66 van die Landdroshofwet van 1944, soos gewysig.
 - 2. Die verkoopprys sal betaalbaar wees soos volg:
 - 2.1 10% (tien persent) van die koopprys op die dag van die verkoping.
- 2.2 Die onbetaalde balans tesame met rente op die balanskoopsom gereken teen 'n koers van 20% (twintig persent) per jaar, gereken vanaf datum van die verkoping tot datum van registrasie van die eiendom in die naam van die koper sal betaal word of verseker word by wyse van 'n bank- en/of bouverenigingwaarborg binne 21 (een-en-twintig) dae van datum van verkoping.
- 3. Vendusiekoste sal betaalbaar wees op die dag van die verkoping en sal as volg bereken word: 2,5% (twee komma vyf persent) van die opbrengs van die verkoping met 'n minimum van R10 (tien rand).
- 4. Die verdere en volledige verkoopvoorwaardes sal onmiddellik voor die verkoping uitgelees word en kan dit reeds nou nagegaan word by die kantore van Blinkwater Afslaers.

Aldus gedaan en geteken te Middelburg, Transvaal op hede hierdie 2de dag van Mei 1995.

J. J. Rousseau, vir Rousseau & Coetzee, p.a. V. D. Weimar & Seuns, Vermootenstraat, Belfast, 1100.

Saak 4776/93

IN DIE LANDDROSHOF VIR DIE DISTRIK NELSPRUIT GEHOU TE NELSPRUIT

In die saak tussen ABSA Bank Bpk., handeldrywende as Allied Bank, Eksekusieskuldeiser, en D. J. J. Myburgh, Eerste Eksekusieskuldenaar, en A. Myburgh, Tweede Eksekusieskuldenaar

Ten uitvoering van 'n vonnis en 'n lasbrief vir eksekusie uitgereik in bogemelde Hof op 2 September 1994, sal die onderstaande eiendom geregtelik verkoop word te Van Wykstraat 114, Nelspruit, op 2 Junie 1995 om 11:00, of so spoedig moontlik daarna, naamlik:

Erf 1127, Nelspruit-uitbreiding 5, Registrasieafdeling JU, Transvaal, groot 1 487 (een vier agt sewe) vierkante meter, onderworpe aan die voorwaardes vermeld in die titelakte van voormelde eiendom kragtens Akte van Transport T68427/92.

Die eiendom sal sonder reserwe en onderworpe aan die terme en voorwaardes van die Landdroshofwet- en reëls aan die hoogste bieër 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 teen 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, Nelspruit, ter insae lê.

Geteken te Nelspruit op hede hierdie 2de dag van Mei 1995.

Du Toit-Smuts Prokureurs, Du Toit-Smutsgebou, Andersonstraat 21B, Nelspruit. (Verw. H. Joubert/AL12/A153/93.)

Saak 2440/93

IN DIE LANDDROSHOF VIR DIE DISTRIK NELSPRUIT GEHOU TE NELSPRUIT

In die saak tussen Trustbank, 'n divisie van ABSA Bank Bpk., Eksekusieskuldeiser, en B. J. M. Hemphill, Eksekusieskuldenaar

Ten uitvoering van 'n vonnis en 'n lasbrief vir eksekusie uitgereik in bogemelde Hof op 5 Oktober 1993, sal die onderstaande eiendom geregtelik verkoop word te Landdroshof, Randburg, hoek van Jan Smuts- en Selkirkrylaan, Blairgowrie, op 7 Junie 1995 om 10:00, of so spoedig moontlik daarna, naamlik:

Erf 805, Robindale-uitbreiding 5, Registrasieafdeling IQ, Transvaal, groot 1 487 (een vier agt sewe) vierkante meter, onderworpe aan die voorwaardes vermeld in die titelakte van voormelde eiendom kragtens Akte van Transport T21444/1982.

Die eiendom sal sonder reserwe en onderworpe aan die terme en voorwaardes van die Landdroshofwet en reëls aan die hoogste bieër 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, Randburg, Elnarandhof 9, hoek van Selkirklaan en Blairgowrierylaan, Blairgowrie, ter insae lê.

Geteken te Nelspruit op hede hierdie 25ste dag van April 1995.

Du Toit & Smuts, Du Toit en Smutsgebou, Andersonstraat 21B, Nelspruit. (Verw. H. Joubert/Q0238/T100/93.)

Case 17376/94 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 **Aspeling, Adolf Erik**, First Execution Debtor, and **Aspeling, Catharina Fredrika Johanna**, Second Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office, Germiston North, on 1 June 1995 at 10:00, of the undermentioned property of the Defendants on the conditions which will lie for inspection at the offices of the Sheriff, Germiston North, Fourth Floor, Standard Towers, President Street, Germiston, prior to the sale:

Certain Erf 1617, situated in the Township of Primrose, Registration Division IR, Transvaal, being 18 Fir Avenue, Primrose, Germiston, measuring 1 173 (one thousand one hundred and seventy-three) square metres.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: A detached single storey brick built residence with iron roof, comprising kitchen, lounge/dining-room, entrance hall, family room, bar, separate toilet, three bedrooms, bathroom with outbuildings with similar construction comprising garage, carport, four servants' rooms, toilet, swimming-pool and jacuzzi.

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 2nd day of May 1995.

B. W. Webber, for Ramsay, Webber & Company, Plaintiff's Attorneys, Fifth Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/bt/A.99.)

Case 29355/94 PH 411

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between ABSA Bank Limited, trading as Allied Bank, Plaintiff, and Hylee (Pty) Limited, First Defendant, and Kenneth Saverio Bisogno, Second Defendant

In execution of a judgment of the above Honourable Court dated 26 January 1994 and writ of execution, the following property will be sold in execution on 1 June 1995 at 10:00, by the Sheriff of Johannesburg, 131 Marshall Street, Johannesburg, to the highest bidder:

Erf 18, Silvamonte Township, Registration Division IQ, Transvaal, measuring 1 020 (one thousand and twenty) square metres, held by Deed of Transfer T10457/1968, situated at 18 Cecilia Road, Silvamonte, Johannesburg.

The reserve price is nil subject to confirmation in terms of clause 16 of the conditions of sale.

The property consists of entrance hall, lounge, dining-room, study, family room, four bedrooms, breakfast nook, kitchen, two bathrooms, scullery, double garage, two servants' rooms with bathroom and toilet and store-room.

Terms and conditions.

Terms: The purchase price shall be 10% (ten per cent) thereof on the day of the sale and the balance must be secured within 10 (ten) days from date of sale by means of a bank or building society guarantee.

Conditions: The full conditions of sale, which will be read out by the Sheriff of Johannesburg, prior to the sale, may be inspected at the offices of the Sheriff, Johannesburg East, 131 Marshall Street, Johannesburg.

Signed at Johannesburg on this 18th day of April 1995.

A. Bierman, for Smit & Maritz, Attorneys for Plaintiff, First Floor, E.S.I.C. Building, 130 Commissioner Street, Johannesburg. (Ref. A. Bierman/cb/A 238.)

Case 33047/94 PH 411

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between ABSA Bank Limited, trading as United Bank, Plaintiff, and Jasper Hermanus Christoffel Pieters,
First Defendant, and Nadja Angelika Huber, Second Defendant

In execution of a judgment of the above Honourable Court dated 28 February 1995 and writ of execution, the following properties will be sold in execution on 1 June 1995 at 10:00, by the Sheriff of Johannesburg, 131 Marshall Street, Johannesburg, to the highest bidder:

Erf 730, Albertville Township, Registration Division IQ, Transvaal, measuring 248 (two hundred and forty-eight) square metres, held by Deed of Transfer T45419/1992, situated at 11 Short Street, Albertsville, Johannesburg, and

Erf 731, Albertville Township, Registration Division IQ, Transvaal, measuring 248 (two hundred and forty-eight) square metres, held by Deed of Transfer T45419/1992, situated at 11 Short Street, Albertsville, Johannesburg.

The reserve price is nil subject to confirmation in terms of clause 16 of the conditions of sale.

The properties consists of entrance hall, lounge, dining-room, three bedrooms, bathroom with toilet, kitchen, two garages and staff room with bathroom.

Terms and conditions:

Terms: The purchase price shall be 10% (ten per cent) thereof on the day of the sale and the balance must be secured within 10 (ten) days from date of sale by means of a bank or building society guarantee.

Conditions: The full conditions of sale, which will be read out by the Sheriff of Johannesburg West, prior to the sale, may be inspected at the offices of the Sheriff, Second Floor, T F C House, 32 Von Brandis Street, Johannesburg.

Signed at Johannesburg on this 13th day of April 1995.

A. Bierman, for Smit & Maritz, Attorneys for Plaintiff, First Floor, E.S.I.C. Building, 130 Commissioner Street, Johannesburg. (Ref. A. Bierman/cb/A 240.)

Case 02503/95 PH 411

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

bns In the matter between ABSA Bank Limited, trading as Allied Bank, Plaintiff, and Maputile Joe Mtimkulu, Defendant

In execution of a judgment of the above Honourable Court dated 2 March 1995, and writ of execution, the following property will be sold in execution on 1 June 1995 at 10:00, by the Sheriff of Johannesburg, 131 Marshall Street, Johannesburg, to the highest bidder:

Erf: Site 5557, Orlando East, as indicated on general plan 17/79 and diagram L318/84.

Registration Division: Area of jurisdiction of the Chief Commissioner, Witwatersrand.

Held by Deed of Transfer: Certificate Number: Orlando East, 5557/-.

Situated at: 5557 Orlando East.

The reserve price is: RNIL subject to confirmation in terms of clause 16 of the conditions of sale.

The property consists of: Lounge, two bedrooms, bathroom, toilet, kitchen, single garage, servant's room, toilet and storeroom.

Terms and conditions:

Terms: The purchase price shall be 10% (ten per cent) thereof on the day of sale and the balance must be secured within 10 (ten) days from the date of sale by means of a bank or building society guarantee.

Conditions: The full conditions of sale, which will be read out by the Sheriff of Johannesburg, prior to the sale, may be inspected at the offices of the Sheriff, Johannesburg West, Second Floor, T F C House, 32 Von Brandis Street, Johannesburg.

Signed at Johannesburg on this 18th day of April 1995.

A. Bierman, for Smit & Maritz, Attorneys for Plaintiff, First Floor, E.S.I.C. Building, 130 Commissioner Street, Johannesburg. (Ref. A. Bierman/cb/A 245.)

Case 33234/94 PH 411

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between ABSA Bank Limited, trading as United Bank, Plaintiff, and Mohamed Zunaid Munshi, Defendant

In execution of a judgment of the above Honourable Court dated 10 February 1995, and writ of execution, the following property will be sold in execution on 1 June 1995 at 10:00, by the Sheriff of Johannesburg, 131 Marshall Street, Johannesburg, to the highest bidder:

Erf 2193, Mayfair Township, Registration Division IQ, Transvaal, measuring 248 (two hundred and forty-eight) square metres, Held by Deed of Transfer T28407/1994, situated at 46 Robinson Street, Mayfair, Johannesburg.

The reserve price is: RNIL subject to confirmation in terms of clause 16 of the conditions of sale.

The property consists of: Entrance hall, lounge, two bedrooms, bathroom, toilet, scullery and kitchen.

Terms and conditions:

Terms: The purchase price shall be 10% (ten per cent) thereof on the day of sale and the balance must be secured within 10 (ten) days from the date of sale by means of a bank or building society guarantee.

Conditions: The full conditions of sale, which will be read out by the Sheriff of Turffontein, prior to the sale, may be inspected at the offices of the Sheriff, Johannesburg, Second Floor, T F C House, 32 Von Brandis Street, Johannesburg.

Signed at Johannesburg on this 18th day of April 1995.

A. Bierman, for Smit & Maritz, Attorneys for Plaintiff, First Floor, E.S.I.C. Building, 130 Commissioner Street, Johannesburg. (Ref. A. Bierman/cb/A 247.)

Case 00802/95 PH 411

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between ABSA Bank Limited, trading as Allied Bank, Plaintiff, and Edward Ronald Blignaut, First Defendant, and Elsie Cathrina Blignaut, Second Defendant

In execution of a judgment of the above Honourable Court dated 28 February 1995, and writ of execution, the following property will be sold in execution on 1 June 1995 at 10:00, by the Sheriff of Johannesburg, 131 Marshall Street, Johannesburg, to the highest bidder:

Erf 260, West Turffontein Extension Township, Registration Division IR, Transvaal, measuring 495 (four hundred and ninety-five) square metres, held by Deed of Transfer T52539/1993, situated at 38 Fanous Road, West Turffontein.

The reserve price is: RNIL subject to confirmation in terms of clause 16 of the conditions of sale.

The property consists of: Entrance hall, lounge, dining-room, two bedrooms, bathroom, toilet, kitchen, servant's room and one-roomed flat.

Terms and conditions:

Terms: The purchase price shall be 10% (ten per cent) thereof on the day of sale and the balance must be secured within 10 (ten) days from the date of sale by means of a bank or building society guarantee.

Conditions: The full conditions of sale, which will be read out by the Sheriff of Turffontein, prior to the sale, may be inspected at the offices of the Sheriff, Johannesburg, Second Floor, T F C House, 32 Von Brandis Street, Johannesburg.

Signed at Johannesburg on this 13th day of April 1995.

A. Bierman, for Smit & Maritz, Attorneys for Plaintiff, First Floor, E.S.I.C. Building, 130 Commissioner Street, Johannesburg. (Ref. A. Bierman/cb/A 232.)

Case 3136/95

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between Nedcor Bank Ltd, Plaintiff, and Mulutsi Lasaro Tsulo, Defendant

In execution of a judgment of the Supreme Court of South Africa (Transvaal Provincial Division) in this suit, a sale without reserve will be held by the Sheriff of Potchefstroom, in front of the main entrance to the Magistrate's Court, Fochville, at 10:30, on 2 June 1995, 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 offices of the Sheriff, prior to the sale:

Certain Erf 557, Wedela Township, Registration Division IQ, Transvaal, known as 557 Kagiso Lane, Wedela, Transvaal, measuring 405 (four nil five) square metres, held under and by virtue of Deed of Transfer TL46265/1990.

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

Reserve price: Without reserve.

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, acceptable to the Plaintiff's attorney, to be furnished to the Sheriff within 30 (thirty) days from the date of sale.

Auctioneer's charges: Payable on the day of sale and calculated at 5% (five per cent) on the proceeds of the sale up to a price of R15 000 (fifteen thousand rand) and thereafter at $2\frac{1}{2}$ % (two and a half per cent) on the balance, subject to a maximum fee of R5 000 (five thousand rand) and a minimum fee of R30 (thirty rand).

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

Savage Jooste & Adams Inc., Plaintiff's Attorneys, Savage Jooste & Adams Forum, 748 Church Street, Arcadia, Pretoria. (Ref. Mr Viljoen/co/J68.)

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, 31 May 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: 1323/95.

Judgment Debtor/s: Wilfred Buthelezi and Mandisa Hilda Poki.

Property: Right of Leasehold over Portion 10 of Erf 489, Nhlapo Township, Registration Division IR, Transvaal, situated at Portion 10 of Erf 489, Nhlapo, Katlehong.

Improvements: Detached single storey brick built residence under tiled roof, comprising three rooms other than kitchen, bathroom and toilet.

Reference: MB0051.

Case Number: 558/95.

Judgment Debtor/s: Bhekukuphiwa Simon Langa and Juliet Langa.

Property: Right of Leasehold over Erf 8364, Tokoza Township, Registration Division IR, Transvaal, situated at Erf 8364, Tokoza.

Improvements: Detached single storey brick built residence under iron roof, comprising three rooms other than kitchen, bathroom and toilet.

Reference: ML0049.

Case Number: 1161/95.

Judgment Debtor/s: Molef Endy Letsoala and Matshidiso Elizabeth Letsoalo.

Property: Erf 549, Likole Township, Registration Division IR, Transvaal, situated at Erf 549, Likole, Katlehong.

Improvements: Detached single storey brick built residence under tiled roof, comprising four rooms other than kitchen and bathroom, with outbuiltings of a similar construction comprising garage and toilet.

Reference: ML0053.

Case Number: 1170/94.

Judgment Debtor/s: Jabulani Mabunde.

Property: Right of Leasehold over Erf 8651, Tokoza Township, Registration Division IR, Transvaal, situated at Erf 8651, Tokoza.

Improvements: Detached single storey brick built residence under iron roof, comprising three rooms other than kitchen, bathroom and toilet with outbuiltings of a similar construction comprising toilet.

Reference: MM0514.

Case Number: 2090/89.

Judgment Debtor/s: Matthews Sechaba Makelo.

Property: Right of Leasehold over Erf 11315 (formerly 644), Tokoza Extension 2 Township, Registration Division IR, Transvaal, situated at Erf 11315 (formerly 644), Tokoza Extension 2.

Improvements: Detached single storey brick built residence under iron roof, comprising three rooms other than kitchen and bathroom.

Reference: MM0013.

Case Number: 992/95.

Judgment Debtor/s: Sarelli Aaron Malilo and Anna Dikamatso Malilo.

Property: Right of Leasehold over Erf 829, Moseleke East Township, Registration Division IR, Transvaal, situated at Erf 829, Moseleke East, Katlehong.

Improvements: Detached single storey brick built residence under asbestos roof, comprising three rooms other than kitchen and bathroom with outbuiltings of a similar construction comprising garage.

Reference: MM0786.

Case Number: 6261/94.

Judgment Debtor/s: Wokoza Johannes Malinga.

Property: Erf 2130 (formerly 766), Likole Extension 1 Township, Registration Division IR, Transvaal, situated at Erf 2130 (formerly 766) Likole Extension 1, Katlehong.

Improvements: Detached single storey brick built residence under iron roof, comprising two rooms other than kitchen and toilet.

Reference: MM0665.

Case Number: 1540/95.

Judgment Debtor/s: Sehlohon Solomon Masitenyane.

Property: Right of Leasehold over Erf 437, A P Khumalo Township, Registration Division IR, Transvaal, situated at Erf 437, A P Khumalo, Katlehong.

Improvements: Detached single storey brick built residence under iron roof, comprising three rooms other than kitchen and bathroom.

Reference: MM0802.

Case Number: 1536/95.

Judgment Debtor/s: Gabriel William Mmusi and Elizabeth Pinkie Mmusi.

Property: Right of Leasehold over Erf 1479 Othandweni Extension 1 Township, Registration Division IR, Transvaal, situated at Erf 1479 Othandweni Extension 1, Tokoza.

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

Reference: MM0798.

Case Number: 708/93.

Judgment Debtor/s: Lizabeth Tossie Mngomezulu N.O.

Property: Erf 8, Ramakonopi Township, Registration Division IR, Transvaal, situated at Erf 8, Ramakonopi (West), Katlehong.

Improvements: Detached single storey brick built residence under asbestos roof, comprising three rooms other than kitchen and bathroom.

Reference: MM5850.

Case Number: 8536/94.

Judgment Debtor/s: Boredi Absalom Moalosi.

Property: Right of Leasehold over Lot 10104, Tokoza Extension 5 Township, Registration Division IR, Transvaal, situated at Lot 10104, Tokoza Extension 5.

Improvements: Detached single storey brick built residence under tiled roof, comprising five rooms other than kitchen and two bathrooms with outbuiltings of a similar construction comprising garage.

Reference: MM0733.

Case Number: 1472/95.

Judgment Debtor/s: Andrew Butinyana Modise.

Property: Right of Leasehold over Erf 1489, Othandweni Extension 1 Township, Registration Division IR, Transvaal, situated at Erf 1489, Othandweni Extension 1, Tokoza.

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

Reference: MM0809.

Case Number: 1407/95.

Judgment Debtor/s: Tsoeu David Modise.

Property: Right of Leasehold over Erf 9216, Tokoza Extension 2 Township, Registration Division IR, Transvaal, situated at Erf 9216, Tokoza Extension 2.

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

Reference: MM0801.

Case Number: 15/95.

Judgment Debtor/s: Fonku Ellen Moloi and Cossy Beauty Moloi.

Property: Right of Leasehold over Erf 187, Ncala Township, Registration Division IR, Transvaal, situated at Erf 187, Ncala, Katlehong.

Improvements: Detached single storey brick built residence under iron roof, comprising three rooms other than kitchen, with outbuiltings of a similar construction comprising toilet.

Reference: MM0755.

Case Number: 8232/89.

Judgment Debtor/s: Ntgu Daniel Motaung, Khukuzane Lydia Motaung and Sophie Motaung.

Property: Right of Leasehold over Erf 6846, Tokoza Township, Registration Division IR, Transvaal, situated at Erf 6846, Tokoza.

Improvements: Detached single storey brick built residence under iron roof, comprising three rooms other than kitchen, with outbuiltings of a similar construction comprising servants' guarters and toilet.

Reference: MM0744.

Case Number: 8882/94.

Judgment Debtor/s: Oetamohau Obed Motloung.

Property: Erf 35, Ramakonopi-Oos Township, Registration Division IR, Transvaal, situated at Erf 35, Ramakonopi-Oos, Katlehong.

Improvements: Detached single storey brick built residence under asbestos roof, comprising three rooms other than kitchen and bathroom

Reference: MM0738.

Case Number: 1567/95.

Judgment Debtor/s: Olebeng Lavan Motshele and Faniswa Fanny Motshele.

Property: Erf 2122 (formerly 758), Likole Extension 1 Township, Registration Division IR, Transvaal, situated at Erf 2122 (formerly 758), Likole Extension 1, Katlehong.

Improvements: Detached single storey brick built residence under iron roof, comprising three rooms other than kitchen, bathroom and toilet with outbuiltings of a similar construction comprising toilet.

Reference: MM0309.

Case Number: 302/95.

Judgment Debtor/s: Linda Christian Mpanza and Sisinyana Maria Mpanza.

Property: Erf 2670 (fomerly 443), Likole Extenson 1 Township, Registration Division IR, Transvaal, situated at Erf 2670 (fomerly 443), Likole Extenson 1, Katlehong.

Improvements: Detached single storey brick built residence under iron roof, comprising two rooms other than kitchen, with outbuiltings of a similar construction comprising toilet.

Reference: MM0768.

Case Number: 1471/95.

Judgment Debtor/s: Daniel Lehobu Mphahlele.

Property: Right of Leasehold over Erf 3112, Likole Extension 1 Township, Registration Division IR, Transvaal, situated at Erf 3112, Likole Extension 1, Katlehong.

Improvements: Detached single storey brick built residence under asbestos roof, comprising one room other than kitchen and bathroom.

Reference: MM0810.

Case Number: 8260/94.

Judgment Debtor/s: Jerico John Ngema and Thoko Mirriam Ngema.

Property: Right of Leasehold over Erf 1035, A P Khumalo Township, Registration Division IR, Transvaal, situated at Erf 1035, A P Khumalo, Katlehong.

Improvements: Detached single storey brick built residence under tiled roof, comprising three rooms other than kitchen and bathroom with outbuiltings of a similar construction comprising toilet.

Reference: MN0217.

Case Number: 2260/93.

Judgment Debtor/s: Stefaan Nukeri and Sarah Nomgqibelo Nukeri.

Property: Right of Leasehold over Erf 9061, Tokoza Township, Registration Division IR, Transvaal, situated at Erf 9061, Tokoza.

Improvements: Detached single storey brick built residence under tiled roof, comprising two rooms other than kitchen and bathroom, with outbuiltings of a similar construction comprising garage, servants' quarters and toilet.

Reference: MN0089.

Case Number: 1468/94.

Judgment Debtor/s: Jantji James Seipei and Ntombizodwa Maria Seipei.

Property: Right of Leasehold over Erf 8967, Tokoza Township, Registration Division IR, Transvaal, situated at Erf 8967, Tokoza.

Improvements: Single storey brick built residence under tiled roof, comprising five rooms other than kitchen and two bathrooms, with outbuiltings of a similar construction comprising garage.

Reference: MS0156.

Case Number: 665/95.

Judgment Debtor/s: Maki Belina Selepe.

Property: Erf 245, Ramakonopi Township, Registration Division IR, Transvaal, situated at Erf 245, Ramakonopi (West), Katlehong.

Improvements: Detached single storey brick built residence under asbestos roof, comprising three rooms other than kitchen and bathroom.

Reference: MS0135.

Case Number: 586/95.

Judgment Debtor/s: Frans Modupi Seloane and Makgane Sophie Seloane.

Property: Erf 1440 (formerly 1574), Likole Extension 1 Township, Registration Division IR, Transvaal, situated at Erf 1440 (formerly 1574), Likole Extension 1, Katlehong.

Improvements: Detached single storey brick built residence under tiled roof, comprising five rooms other than kitchen and bathroom, with outbuiltings of a similar construction comprising garage.

Reference: MS0134.

Case Number: 777/95.

Judgment Debtor/s: Boitumelo Arthur Tihakanelo.

Property: Right of Leasehold over Erf 7989, Tokoza Township, Registration Division IR, Transvaal, situated at Erf 7989, Tokoza.

Improvements: Single storey brick built residence under iron roof, comprising three rooms other than kitchen.

Reference: MT0087.

Case Number: 1405/95.

Judgment Debtor/s: Lazarus Tshabalala.

Property: Erf 1921, Moleleki Extension 3 Township, Registration Division IR, Transvaal, situated at Erf 1921, Moleleki Extension 3, Katlehong.

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

Reference: MT0088.

H. R. Jaskolka, for Henry Tucker & Partners, Attorneys for Plaintiff, Sixth Floor, Permanent builting, 165 Meyer Street. Germiston. For further details contact Miss Kent, Tel. (011) 825-1015.

Saak 86/94

IN DIE LANDDROSHOF VIR DIE DISTRIK NABOOMSPRUIT GEHOU TE NABOOMSPRUIT

In die saak tussen NBS Bank Bpk., Eiser, en Capro Boerdery BK, Verweerder

Kennis word hiermee gegee dat nadat 'n lasbrief vir eksekusie gedateer 24 Mei 1994 uitgereik is deur die bogemelde agbare Hof sekere vaste eiendom naamlik:

Woonhuis geleë te Erf 280, Naboomspruit, en bekend as Vyfde Straat 57, Naboomspruit, gebou van steen onder sinkdak en bestaande uit: Sitkamer, eetkamer, kombuis, studeerkamer, drie slaapkamers, badkamer, spens, gang en agterstoep, stoorkamer, bediendekamer met toilet, motorhuis, omhein met doring- en diamanddraad en ysterpale, verkoop sal word in eksekusie deur die Balju van die Landdroshof/Afslaer te die perseel te Landdroskantoor Naboomspruit, Vyfde Straat, Naboomspruit, op 1 Junie 1995 om 10:00.

Die eiendom word verkoop onderhewig aan die verkoopvoorwaardes wat ter insae lê by die Landdroshof Naboomspruit, en die kantoor van die Balju Naboomspruit, welke voorwaardes onder andere die volgende vervat:

Die koper moet 'n deposito van 10% (tien persent) van die koopprys in kontant onmiddellik na die toeslaan van die bod betaal, die balans teen transport en verseker te word deur 'n waarborg van 'n bank of bouvereniging wat deur die Eiser se prokureurs goedgekeur is, die waarborg aan die Balju van die Landdroshof of afslaer binne veertien (14) dae na die datum van die verkoping verstrek te word.

Nog die Eiser nog die Verweerder nog die Balju van die Landdroshof/afslaer verskaf enige waarborg wat betref die eiendom en word die eiendom "voetstoots" verkoop.

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

P. S. Steyn, vir Du Toit, Swanepoel & Steyn, Tweede Verdieping, NBS-gebou, Landdros Maréstraat 53, Posbus 181, Pietersburg, 0700 (Verw. mnr. Steyn/tv/3318.)

Case 5495/91

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

In the matter between NBS Bank Ltd, Plaintiff, and Ernst Rex Venter, Defendant

A sale in execution will be held 2 June 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:

Dwelling: Single-storey, 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 walls, schreenwalls and c/yard, brick 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.9103.)

Case 13674/95

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

In the matter betweem ABSA Bank Ltd, Plaintiff, and Eben Herselman, First Defendant, and Hannelie Fransina Herselman, Second Defendant

A sale will be held at Room 603A, Sixth Floor, Olivetti House, corner of Schubart and Pretorius Streets, Pretoria, Thursday, 1 June 1995 at 10:00, Erf 152, situated in the Township of Suiderberg, Registration Division JR, Transvaal, measuring 954 square metres, known as 835 Diamond Hill, Suiderberg:

Particulars are not guaranteed: Dwelling: Lounge, dining-room, kitchen, three bedrooms and bathroom.

Inspect conditions at Sheriff, Pretoria West, 607 Olivetti Building, corner of Schubart and Pretorius Streets, Pretoria.

J. A. Alheit, for MacRobert De Villiers Lunnon & Tindall Inc. (Tel. 328-6770 × 313.) (N1/B-434237/JAA/M. Oliphant.)

Case 30330/92

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between Nedcor Bank Ltd, Plaintiff, and Masango, Joseph, First Defendant, and Masango, Norah Ntombizanele, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of Sheriff, Johannesburg South (Lenasia), at 131 Marshall Street, Johannesburg, on Thursday, 1 June 1995 at 10:00, of the undermentioned property of the Defendant on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff prior to the sale:

Certain: Erf 6058, Lenasia Extension 5 Township, Registration Division IQ, Transvaal, situation, 7 Granaat Street, Lenasia Extension 5, area 317 (three hundred and seventeen) square metres.

Improvements (not guaranteed): Two bedrooms, bathroom, kitchen and lounge.

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

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

Maisels Smit & Lowndes, Attorneys for Plaintiff, Second Floor, Nedbank Park, 13 Girton Road, Parktown, Johannesburg. (Tel. 484-1777.) (Ref. NY3E/mgh/tf.)

Case 33914/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between Nedcor Bank Limited, Plaintiff, and Van der Struys, Rodney Karel, 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, Roodepoort, at 182 Progress Road, Technikon, Roodepoort, on Friday, 2 June 1995 at 10:00, of the undermentioned property of the Defendant on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff prior to the sale:

Certain: Erf 242, Maraisburg Township, Registration Division IQ, Transvaal, situation, 21 Fourth Street, Maraisburg, area 991 (nine hundred and ninety-one) square metres.

Improvements (not guaranteed): Three bedrooms, three other rooms, bathroom, kitchen and garage.

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 26th day of April 1995.

Maisels Smit & Lowndes, Attorneys for Plaintiff, Second Floor, Nedbank Park, 13 Girton Road, Parktown, Johannesburg. (Tel. 484-1777.) (Ref. GT85E/mgh/tf.)

Case 6338/95

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between Nedcor Bank Limited, Plaintiff, and Tshedisano NO, Mary Dimaketso, 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, Randfontein, at 40 Park Street, Randfontein, on Friday, 2 June 1995 at 14:15, of the undermentioned property of the Defendant on conditions to be read ut 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 Erf 1545, Mohlakeng Township, Registration Division IQ, Transvaal, situation 1545 Moteane Street, Mohlakeng, Randfontein, area 262 (two hundred and sixty-two) square metres.

Improvements (not guaranteed): Dining-room, two bedrooms and kitchen.

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 April 1995.

Maisels Smit & Lowndes, Attorneys for Plaintiff, Second Floor, Nedbank Park, 13 Girton Road, Parktown, Johannesburg. (Tel. 484-1777.) (Ref. N3623E/mgh/tf.)

Case 07575/95

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between Nedcor Bank Limited, Plaintiff, and Silva, Teresa Maria Soares, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of Sheriff, Johannesburg South, at 131 Marshall Street, Johannesburg, on Thursday, 1 June 1995 at 10:00, of the undermentioned property of the Defendant on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff prior to the sale:

Certain: Remaining extent of Erf 679, Rosettenville Township, Registration Division IR, Transvaal, situation 68 Lily Street, Rosettenville, area 248 (two hundred and forty-eight) square metres.

Improvements (not guaranteed): Entrance hall, lounge, three bedrooms, bathroom, kitchen and two garages.

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 April 1995.

Maisels Smit & Lowndes, Attorneys for Plaintiff, Second Floor, Nedbank Park, 13 Girton Road, Parktown, Johannesburg. (Tel. 484-1777.) (Ref. N3839E/mgh/tf.)

Case 21997/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between Nedcor Bank Limited, Plaintiff, and Culruss Investments CC, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of Sheriff, Johannesburg North, at 131 Marshall Street, Johannesburg, on Thursday, 1 June 1995 at 10:00, of the undermentioned property of the Defendant on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff prior to the sale:

Certain: Erf 1797, Houghton Estate Township, Registration Division IR, Transvaal, situation 28 11th Avenue, Houghton Estate, area 3 965 (three thousand nine hundred and sixty-five) square metres.

Improvements (not guaranteed): Five bedrooms, three bathrooms, kitchen, four other rooms, four garages, swimming-pool, tennis court and cellar.

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 20th day of April 1995.

Maisels Smit & Lowndes, Attorneys for Plaintiff, Second Floor, Nedbank Park, 13 Girton Road, Parktown, Johannesburg. (Tel. 484-1777.) (Ref. BR317E/mgh/tf.)

Case 5749/95

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between Nedcor Bank Limited, Plaintiff, and Hassan, Ronelle Roslyn, 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, 1 June 1995 at 10:00, of the undermentioned property of the Defendant on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff prior to the sale:

Certain Erf 104, Troyeville Township, Registration Division IR, Transvaal, situation 10 Beaufort Street, Troyeville, area 495 (four hundred and ninety-five) square metres.

Improvements (not guaranteed): Entrance hall/lounge, three bedrooms, bathroom, toilet, kitchen, garage, swimming-pool.

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

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

Dated at Johannesburg on this the 24th day of April 1995.

Maisels Smit & Lowndes, Attorneys for Plaintiff, Second Floor, Nedbank Park, 13 Girton Road, Parktown, Johannesburg. (Tel. 484-1777.) (Ref. N3622E/mgh/tf.)

Case 05734/95

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between Nedcor Bank Limited, Plaintiff, and Phooko, Ngaka Philemon, First Defendant, and Phooko, Lebohane Johannah, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of Sheriff, Johannesburg West (Soweto West), at 131 Marshall Street, Johannesburg, on Thursday, 1 June 1995 at 10:00, of the undermentioned property of the Defendant on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff prior to the sale:

Certain Erf 2561, Protea Glen Extension 2 Township, Registration Division IQ, Transvaal, situation 2561 Protea Glen Extension 2, Soweto West, area 288 (two hundred and eighty-eight) square metres.

Improvements (not guaranteed): Lounge, three bedrooms, two bathrooms and kitchen.

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

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

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

Maisels Smit & Lowndes, Attorneys for Plaintiff, Second Floor, Nedbank Park, 13 Girton Road, Parktown, Johannesburg. (Tel. 484-1777.) (Ref. N3577E/mgh/tf.)

Case 06339/95

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Methula**, **Zabulon Andries**, First Defendant, and **Methula**, **Jinshane Ellen**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of Sheriff, Johannesburg West (Soweto West), at 131 Marshall Street, Johannesburg, on Thursday, 1 June 1995 at 10:00, of the undermentioned property of the Defendant on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff prior to the sale:

Certain all right, title and interest in the leasehold in respect of Lot 21, Senaoane Township, situation 21 Koma Street, Senaoane, area 260 (two hundred and sixty) square metres.

Improvements (not guaranteed): Lounge, two bedrooms, kitchen and garage.

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

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

Dated at Johannesburg on this 21st day of April 1995.

Maisels Smit & Lowndes, Attorneys for Plaintiff, Second Floor, Nedbank Park, 13 Girton Road, Parktown, Johannesburg. (Tel. 484-1777.) (Ref. N3630E/mgh/tf.)

Case 05737/95

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between Nedcor Bank Limited, Plaintiff, and Diholo, Molatele Albert, 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 (Soweto West), at 131 Marshall Street, Johannesburg, on Thursday, 1 June 1995 at 10:00, of the undermentioned property of the Defendant on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff prior to the sale:

Certain Erf 2850, Protea Glen Extension 2 Township, Registration Division IQ, Transvaal, situation 2850 Protea Glen Extension 2, Soweto West, area 297 (two hundred and ninety-seven) square metres.

Improvements (not guaranteed): Lounge, two bedrooms, bathroom and kitchen.

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

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

Dated at Johannesburg this 21st day of April 1995.

Maisels Smit & Lowndes, Attorneys for Plaintiff, Second Floor, Nedbank Park, 13 Girton Road, Parktown, Johannesburg. (Tel. 484-1777.) (Ref. N3530E/mgh/tf.)

Case 05735/95

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between Nedcor Bank Limited, Plaintiff, and Segone, Makube David, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of Sheriff, Johannesburg West (Soweto West), at 131 Marshall Street, Johannesburg, on Thursday, 1 June 1995 at 10:00, of the undermentioned property of the Defendant on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff prior to the sale:

Certain Erf 3025, Protea Glen Extension 2 Township, Registration Division IQ, Transvaal, situation 3025 Protea Glen Extension 2, Soweto West, area 276 (two hundred and seventy-six) square metres.

Improvements (not guaranteed): Lounge/dining-room, three bedrooms, bathroom, toilet, kitchen and garage.

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

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

Dated at Johannesburg on this the 21st day of April 1995.

Maisels Smit & Lowndes, Attorneys for Plaintiff, Second Floor, Nedbank Park, 13 Girton Road, Parktown, Johannesburg. (Tel. 484-1777.) (Ref. N3531E/mgh/tf.)

Case 05851/95

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between Nedcor Bank Limited, Plaintiff, and Zondo, Isaiah, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a without reserve will be held at the office of Sheriff, Johannesburg West (Soweto East), at 131 Marshall Street, Johannesburg, on Thursday, 1 June 1995 at 10:00, of the undermentioned property of the Defendant on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff prior to the sale:

Certain all right, title and interest in the leasehold in respect of Lot 14348, Diepkloof Township, Registration Division IQ, Transvaal, situation 1376 Martinus Smuts Drive, Diepkloof, area 271 (two hundred and seventy-one) square metres.

Improvements (not guaranteed): Dining-room, two bedrooms, bathroom, kitchen and garage.

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

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

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

Maisels Smit & Lowndes, Attorneys for Plaintiff, Second Floor, Nedbank Park, 13 Girton Road, Parktown, Johannesburg. (Tel. 484-1777.) (Ref. N3681E/mgh/tf.)

Case 05751/95

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between Nedcor Bank Limited, Plaintiff, and Msomi N.O., Mary, 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, 1 June 1995 at 10:00, of the undermentioned property of the Defendant on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff prior to the sale:

Certain all right, title and interest in the leasehold in respect of Lot 503, Zondi Township, Registration Division IQ, Transvaal, situation 503 Sitha Street, Zondi, area 259 (two hundred and fifty-nine) square metres.

Improvements (not guaranteed): Two bedrooms, lounge, kitchen and three garages.

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

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

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

Maisels Smit & Lowndes, Attorneys for Plaintiff, Second Floor, Nedbank Park, 13 Girton Road, Parktown, Johannesburg. (Tel. 484-1777.) (Ref. N074E/mgh/tf.)

Case 03714/95

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between Nedcor Bank Limited, Plaintiff, and Rangwanasha, Johannes Thabo, 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 (Soweto East), at 131 Marshall Street, Johannesburg, on Thursday, 1 June 1995 at 10:00, of the undermentioned property of the Defendant on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff prior to the sale:

Certain Erf 19071, Meadowlands Township, Registration Division IQ, Transvaal, situation 535B Zone 3, Meadowlands, area 294 (two hundred and ninety-four) square metres.

Improvements (not guaranteed): Lounge, two bedrooms, kitchen and garage.

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

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

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

Maisels Smit & Lowndes, Attorneys for Plaintiff, Second Floor, Nedbank Park, 13 Girton Road, Parktown, Johannesburg. (Tel. 484-1777.) (Ref. OZ133E/mgh/w.)

Case 15096/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between Nedcor Bank Limited, Plaintiff, and Venter, Deon Ettiene, 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, Roodepoort, at 182 Progress Road, Technikon, Rodoepoort, on Friday, 2 June 1995 at 10:00, of the undermentioned property of the Defendant on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff prior to the sale:

Certain:

- 1. Erf 134, Roodepoort North Township, Registration Division IQ, Transvaal, situated at 55 Seventh Avenue, Roodepoort North, area 495 (four hundred and ninety-five) square metres; and
- 2. Erf 136, Roodepoort North Township, Registration Division IQ, Transvaal, situated at 57 Seventh Avenue, Roodepoort North, area 495 (four hundred and ninety-five) square metres.

Improvements (not guaranteed): Entrance hall, two reception areas, three bedrooms, bathroom, kitchen, pantry, wash-up/laundry and garage.

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

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

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

Maisels Smit & Lowndes, Attorneys for Plaintiff, Second Floor, Nedbank Park, 13 Girton Road, Parktown, Johannesburg. (Tel. 484-1777.) (Ref. GT50E/mgh/tf.)

Case 30149/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between Nedcor Bank Limited, Plaintiff, and Shane Grant Properties CC, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of Sheriff, Johannesburg North, at 131 Marshall Street, Johannesburg, on Thursday, 1 June 1995 at 10:00, of the undermentioned property of the Defendant on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff prior to the sale:

Certain Erf 623, Brixton Township, Registration Division IR, Transvaal, situated at 6 Collins Street, Brixton, area 495 (four hundred and ninety-five) square metres.

Improvements (not guaranteed): Three bedrooms, bathroom and two other rooms.

Terms: A cash payment immediately on the property being knocked down to the purchaser, of 10% (ten per cent) of the purchase price, the balance and interest on the full purchase price at current bond rates payable against registration of transfer, to be secured by a bank, building society or other acceptable guarantee to be funished 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 4th day of April 1995.

Maisels Smit & Lowndes, Attorneys for Plaintiff, Second Floor, Nedbank Park, 13 Girton Road, Parktown, Johannesburg. (Tel. 484-1777.) (Ref. NV189E/mgh/tf.)

Case 00767/95

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between Nedcor Bank Limited, Plaintiff, and Motswai, Tebogo Howard, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of Sheriff, Johannesburg South, at 131 Marshall Street, Johannesburg, on Thursday, 1 June 1995 at 10:00, of the undermentioned property of the Defendant on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff prior to the sale.

Certain Erf 434, Naturena Township, Registration Division IQ, Transvaal, situation 74 Pienaar Street, Naturena, Johannesburg, area 1 001 (one thousand and one) square metres.

Improvements (not guaranteed): Three bedrooms, two bathrooms, kitchen, lounge, two carports and swimming-pool.

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

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

Dated at Johannesburg on this the 5th day of April 1995.

Maisels Smit & Lowndes, Attorneys for Plaintiff, Second Floor, Nedbank Park, 13 Girton Road, Parktown, Johannesburg. (Tel. 484-1777.) (Ref. N3543E/mgh.)

Case 05855/95

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between Nedcor Bank Limited, Plaintiff, and Peer, Mohammed, 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, 1 June 1995 at 10:00, of the undermentioned property of the Defendant on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff prior to the sale:

Certain Erf 125, Bertrams Township, Registration Division IR, Transvaal, situation 25 and 25A Gordon Road, Bertrams, Johannesburg, area 447 (four hundred and forty-seven) square metres.

Improvements (not guaranteed): Semi-detached house together comprising six bedrooms, two bathrooms and seven other rooms.

Terms: A cash payment immediately on the property being knocked down to the purchaser, of 10% (ten per cent) of the purchase price, the balance and interest on te 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 4th day of April 1995.

Maisels Smit & Lowndes, Attorneys for Plaintiff, Second Floor, Nedbank Park, 13 Girton Road, Parktown, Johannesburg. (Tel. 484-1777.) (Ref. N3679E/mgh/tf.)

Saak 2872/95

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Witwatersrandse Plaaslike Afdeling)

In die saak tussen Saambou Bank Beperk, Eiser, en Heynecke, Hendrik Willem, Eerste Verweerder, en Heynecke, Wendy Georgina, Tweede Verweerderes

Volgens vonnis van bogemelde Hof sal per veiling die volgende eiendom op 1 Junie 1995 om 10:00, verkoop word deur die Balju te kantore van die Balju, Marshallstraat 131, Johannesburg, op voorwaardes wat by sy kantoor te Von Brandisstraat 32, Johannesburg, ingesien kan word:

Erf 1864, Newlands (Jhb)-dorpsgebied, Registrasieafdeling IQ, Transvaal, groot 495 vierkante meter (ook bekend as Marketstraat 97, Newlands, Johannesburg).

Die volgende inligting word verskaf insake verbeteringe alhoewel geen waarborg in verband daarmee gegee word nie: Enkelverdiepingwoonhuis met sitkamer, sit/eetkamer, sonkamer, drie slaapkamers, badkamer/toilet, kombuis en motorhuis. *Datum:* 3 Mei 1995.

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

Saak 5414/94

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Witwatersrandse Plaaslike Afdeling)

In die saak tussen Saambou Bank Beperk, Eiser, en Mthethwa, Grathon, Eerste Verweerder, en Mthethwa, Emily Nomvula,
Tweede Verweerderes

Volgens vonnis van bogemelde Hof sal per veiling die volgende eiendom op 1 Junie 1995 om 10:00, verkoop word deur die Balju te kantore van die Balju, Marshallstraat 131, Johannesburg, op voorwaardes wat by sy kantoor te Von Brandisstraat 32, Johannesburg, ingesien kan word:

Erf 32, Hurst Hill-dorpsgebied, Registrasieafdeling IR, Transvaal, die provinsie Pretoria–Witwatersrand–Vereeniging, groot 495 vierkante meter (ook bekend as Whitehall-laan 24, Hurst Hill).

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

Enkelverdiepingwoonhuis met portaal, sitkamer, sonstoep, vier slaapkamers, kombuis en opwas.

Datum: 3 Mei 1995.

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

Saak 1654/95

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Witwatersrandse Plaaslike Afdeling)

In die saak tussen Saambou Bank Beperk, Eiser, en Cornelius, Rothwell Tommy, Eerste Verweerder, en Cornelius, Estelle Emeraldine Tweede Verweerderes

Volgens vonnis van bogemelde Hof sal per veiling die volgende eiendom op 1 Junie 1995 om 10:00, verkoop word deur die Balju te kantore van die Balju, Marshallstraat 131, Johannesburg, op voorwaardes wat by sy kantoor ingesien kan word:

Eenheid 26, soos getoon en vollediger beskryf op Deelplan SS96/1984, in die skema bekend as Sedgefield, ten opsigte van die grond en gebou of geboue geleë te Johannesburg-dorpsgebied, Johannesburg Plaaslike Bestuur, waarvan die vloeroppervlakte, volgens gemelde deelplan, 82 vierkante meter groot is (ook bekend as Woonstel 45, Sedgefield, hoek van Leyds- en Quartsstraat, Hillbrow, Johannesburg).

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

Woonstel met twee slaapkamers, sitkamer, kombuis en badkamer.

Datum: 28 April 1995.

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

Saak 672/94

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Witwatersrandse Plaaslike Afdeling)

In die saak tussen Saambou Bank Beperk, Eiser, en Pinheiro, Domingos da Silva, Eerste Verweerder, en Pinheiro, Corol, Tweede Verweerderes

Volgens vonnis van bogemelde Hof sal per veiling die volgende eiendom op 1 Junie 1995 om 10:00, verkoop word deur die Balju te kantore van die Balju, Marshallstraat 131, Johannesburg, op voorwaardes wat by sy kantoor te Sheffieldstraat 100, Turffontein, ingesien kan word:

Erf 131, Forest Hill-dorpsgebied, Registrasieafdeling IR, Transvaal, groot 495 vierkante meter (ook bekend as Evansstraat 24, Forest Hill).

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

Woonhuis met sitkamer, kombuis, toilet/badkamer, drie slaapkamers en bediendekamer.

Datum: 28 April 1995.

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

Saak 3102/94

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Witwatersrandse Plaaslike Afdeling)

In die saak tussen Saambou Bank Beperk, Eiser, en Mahlaba Alexander Thulani, Verweerder

Volgens vonnis van bogemelde Hof sal per veiling die Verweerder se reg op huurpag in die volgende eiendom 1 Junie 1995 om 10:00, verkoop word deur die Balju te Kantore van die Balju, Marshallstraat 131, Johannesburg, op voorwaardes wat by sy kantoor te Von Brandisstraat 32, Johannesburg, ingesien kan word:

Erf 1921, Protea Glen-uitbreiding 1-dorpsgebied, Registrasieafdeling IQ, Transvaal, groot 264 vierkante meter, geleë ter Erf 1921, Protea Glen-uitbreiding 1.

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

Datum: 28 April 1995.

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

Case 4438/95

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between Nedcor Bank Ltd, trading as Perm, Plaintiff, and Ndodakhe Gangeni, Defendant

In terms of a judgment of the Supreme Court of South Africa (Transvaal Provincial Division), in the above-mentioned suit, a sale will be held in front of the main entrance of the Magistrate's Court, Fochville, on Friday, 2 June 1995 at 10:45, of the undermentioned property of the Defendant on the conditions to be read out by the auctioneer at the time of the sale and which conditions may be inspected at the offices of the Sheriff, prior to the sale:

All right, title and interest in the leasehold in respect of Erf 3546, situated in the Township of Wedela Extension 1, Registration Division IQ, Transvaal, measuring 246 (two hundred and fourty-six) square metres, held by virtue of Certificate of Registered Grant of Leasehold TL56134/91, subject to all the conditions mentioned or referred to therein and especially subject to a preempative right in favour of Elandsrand Gold Mining Limited, 74/01477/06.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: Dwelling consisting of lounge, two bedrooms, bathroom and kitchen.

Ten per cent (10%) of the purchase price and 5% (five per cent) auctioneer charges on the first R20 000 (twenty thousand rand) and 3% (three per cent) in cash, plus VAT, on the day 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 within fourteen (14) days after the date of sale.

Dated at Pretoria this 4th day of May 1995.

E. M. Eybers, for Adams & Adams, Shorburg, 429 Church Street, Pretoria. [Tel. (012) 320-8500.] (Ref. EME/ep S250/95.)

Case 4574/95

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between Nedcor Bank Limited, Plaintiff, and Linah Kelly Mtshweni, Defendant

A sale in execution of the undermentioned property is to be held by the Magistrate's Office, Ekangala, on Thursday, 15 June 1995 at 10:00:

Full conditions of sale can be inspected at the Sheriff, Ekangala, at 4 Klip Street, Groblersdal, and will be read out prior to the sale.

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

Property all the right, title and interest in the leasehold in respect of Erf 2747, situated in the Township Ekangala, Registration Division JR, Transvaal.

Improvements: Two bedrooms, bathroom, 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/GT2298.)

Case 8835/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Pieter Jacobus Roelofse**, First Defendant, and **Brigitte Leona Marcella Maurice Roelofse**, Second Defendant

A sale in execution of the undermentioned property is to be held at the offices of the Sheriff, Johannesburg East, First Floor, 131 Marshall Street, Johannesburg, on Thursday, 1 June 1995 at 10:00:

Full conditions of sale can be inspected at the Sheriff, Johannesburg East, 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 Erf 1460, Orange Grove Township, Registration Division IR, Transvaal, known as 112 11th Street, Orange Grove, Johannesburg.

Improvements: Three bedrooms, 1.5 bathrooms, kitchen, scullery, lounge, dining-room, family room, garage and car-port.

Hack Stupel & Ross, Attorneys for the Plaintiff, P.O. Box 2000, Pretoria. [Tel. (012) 325-4185.] (Ref. Mr B. du Plooy/LVDM/GT1589.)

Case 11607/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between Nedcor Bank Limited, Plaintiff, and Ntzopo Shadrack Thepa, First Defendant, and Mmakgohle Selinah Thepa, Second Defendant

A sale in execution of the undermentioned property is to be held at the Sheriff, Wonderboom/Soshanguve, Portion 83, De Onderstepoort (just north of Sasko Mills) old Warmbaths Road, Bon Accord, on Friday, 23 June 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: Erf 1483, Soshanguve K Township, Registration Division JR, Transvaal, known as 1483 Block K, Soshanguve.

Improvements: Three bedrooms, bathroom, kitchen and lounge.

Hack Stupel & Ross, Attorneys for the Plaintiff, P.O. Box 2000, Pretoria. [Tel. (012) 325-4185.] (Ref. B. du Plooy/LVDM/GT1681.)

Case 4163/95

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between Nedcor Bank Limited, Plaintiff, and Matome Vautier Molapo, Defendant

A sale in execution of the undermentioned property is to be held at the Magistrate's Court Offices, Namakgale, on Thursday, 29 June 1995 at 15:00:

Full conditions of sale can be inspected at the Sheriff, Namakgale, at 43 Potgieter Street, Phalaborwa, and will be read out prior to the sale.

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

Property: Ownership Unit C1224, in the Township of Namakgale, District of Namakgale.

Improvements: Three bedrooms, bathroom, kitchen and lounge.

Hack Stupel & Ross, Attorneys for the Plaintiff, P.O. Box 2000, Pretoria. [Tel. (012) 325-4185.] (Ref. B. du Plooy/LVDM/GT2315.)

Case 264/93 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 Mkwayimba, Monwabisi Patrick, First Defendant, and Mkwayimba, Mantombi Constance, 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, 1 June 1995 at 10:00, of the undermentioned immovable property of the Defendants on the conditions which will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Johannesburg West, at Second Floor, 32 Von Brandis Street, Johannesburg:

The right of leasehold in respect of Erf 609, Diepkloof Extension Township, Registration Division IQ, Transvaal, measuring 600 m², held by the Defendants under Certificate of Registered Grant of Leasehold TL27260/85, being Stand 609, Diepkloof, Johannesburg.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The dwelling consists of lounge, dining-room, three bedrooms, kitchen, two bathrooms/w.c., single garage and outside w.c.

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

The purchaser shall, on the day of the sale, pay 5% (five per centum) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per centum) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg this 17th day of April 1995.

Routledges Inc., Plaintiff's Attorneys, First Floor, Colosseum, 41 Kruis Street, Johannesburg. (Tel. 331-0511.) (Ref. Z61593/JHBFCLS/Mr McCallum/cvdn.)

Case 6441/94 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 Ramela, Johannes Morobe, First Defendant, and Ramela, Mamoroadi Maria, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court at 131 Marshall Street, Johannesburg, on Thursday, 1 June 1995 at 10:00, of the undermentioned immovable property of the Defendants on the conditions which will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Johannesburg West, at Second Floor, 32 Von Brandis Street, Johannesburg:

The right of leasehold in respect of Erf 14478, Diepkloof Township, Registration Division IQ, Transvaal, measuring 300 m², held by the Defendants under Certificate of Registered Grant of Leasehold TL20610/1988, being 14478 Diepkloof.

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 bathroom/w.c. and kitchen.

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

The purchaser shall, on the day of the sale, pay 5% (five per centum) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per centum) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg this 11th day of April 1995.

Routledges Inc., Plaintiff's Attorneys, First Floor, Colosseum, 41 Kruis Street, Johannesburg. (Tel. 331-0511.) (Ref. Z93272/ JHBFCLS/Mr McCallum/cvdn.)

Case 2427/94 PH 267

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Molokomme, Malesela Simon**, First Defendant, and **Molokomme, Mmamoraka Nancy**, 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, 6 June 1995 at 10:00, of the undermentioned immovable property of the Defendants on the conditions which will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Alberton, at First Floor, Terrace Building, 1 Eaton Terrace Street, New Redruth, Alberton:

The right of leasehold in respect of Erf 9200, Tokoza Extension 2 Township, Registration Division IR, Transvaal, measuring 290 m², held by the Defendants under Deed of Transfer TL16837/89, being 9200 Extension 2 Tokoza.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The dwelling consists of lounge, two bedrooms, bathroom, w.c. and kitchen.

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

The purchaser shall, on the day of the sale, pay 5% (five per centum) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per centum) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg this 13th day of April 1995.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z79048/JHBFCLS/Mr McCallum/cvdn.)

Case 9130/94 PH 267

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

In the matter between ABSA Bank Limited (Allied Bank Division), Plaintiff, and Mgqumo, Stephen, 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, 6 June 1995 at 10:00, of the undermentioned immovable property of the Defendant on the conditions which will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Alberton, at First Floor, Terrace Building, 1 Eaton Terrace Street, New Redruth, Alberton:

The right of leasehold in respect of Erf 9594, Tokoza Extension 2 Township, Registration Division IR, Transvaal, measuring 318 m², held by the Defendant under Certificate of Registered Grant of Leasehold TL27083/89, being 9594 Extension 2 Tokoza.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The dwelling consists of lounge, two bedrooms, bathroom, w.c. and kitchen.

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

The purchaser shall, on the day of the sale, pay 5% (five per centum) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per centum) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg this 13th day of April 1995.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z93801/JHBFCLS/Mr McCallum/cvdn.)

Case 10907/94 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 Nkosi, Bye-Bye Paulos, First Defendant, and Nkosi, Simphiwe Charity, 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, 1 June 1995 at 10:00,, of the undermentioned immovable property of the Defendants on the conditions which will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Johannesburg North, at 131 Marshall Street, Johannesburg:

Section 34, as shown and more fully described on Sectional Plan SS111/83, in the scheme known as Issmin Towers in respect of the land and building or buildings situated at Johannesburg Township, Local Authority of Johannesburg, and an undivided share in the common property in the land and building or buildings as shown and more fully described on the sectional plan apportiond to the said section in accordance with the participation quota of the said section, measuring 84 m², held by the Defendants under Deed of Transfer ST33870/93, being Flat 701, Issmin Towers, corner of Twist and Van der Merwe Street, Hillbrow, Johannesburg.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The dwelling consists of lounge, dining-room, bedroom, bathroom, toilet and balcony.

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

The purchaser shall, on the day of the sale, pay 5% (five per centum) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per centum) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg this 10th day of April 1995.

Routledges Inc., Plaintiff's Attorneys, First Floor, Colosseum, 41 Kruis Street, Johannesburg. (Tel. 331-0511.) (Ref. Z94552/JHBFCLS/Mr McCallum/cvdn.)

Case 26399/93 PH 267

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between ABSA Bank Limited (Allied Bank Division), Plaintiff, and Pitso, Thapelo Piet, 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, 6 June 1995 at 10:00, of the undermentioned immovable property of the Defendant on the conditions which will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Alberton, at First Floor, Terrace Building, 1 Eaton Terrace Street, New Redruth, Alberton:

The right of leasehold in respect of Stand 9202, Tokoza Extension 2 Township, Registration Division IR, Transvaal, measuring 290 m², held by the Defendant under Certificate of Registered Grant of Leasehold TL54099/88, being 9202 Tokoza Extension 2.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The dwelling consists of lounge, two bedrooms, bathroom, w.c. and kitchen.

Terms: 10% (ten per centum) of the purchase price in cash on the day of the sale; the balance payable against registration of transfer, to be secured by a bank or building society or other acceptable guarantee to be furnished within 14 (fourteen) days 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 19th day of April 1995.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z76948/JHBFCLS/Mr McCallum/cvdn.)

Case 8383/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Matshika, Somakodi Andries,** First Defendant, and **Matshika, Jabulisile Olga,** 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, 6 June 1995 at 10:00, of the undermentioned immovable property of the Defendants on the conditions which will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Alberton, at First Floor, Terrace Building, 1 Eaton Terrace Street, New Redruth, Alberton:

The right of leasehold in respect of Erf 9528, Tokoza Extension 2 Township, Registration Division IR, Transvaal, measuring 317 m², held by the Defendants under Certificate of Registered Grant of Leasehold TL28213/89, being 9528 Tokoza Extension 2, Tokoza.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The dwelling consists of lounge, three bedrooms, bathroom, w.c. and kitchen.

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

The purchaser shall, on the day of the sale, pay 5% (five per centum) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per centum) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg this 13th day of April 1995.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z92733/ JHBFCLS/Mr McCallum/cvdn.)

Case 2193/95 PH 267

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between ABSA Bank Limited (United Bank Division) formerly known as United Bank Limited and prior to that United Building Society Limited and previously United Building Society, Plaintiff, and Van der Merwe, Gertruida Petronella Johanna, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court at 131 Marshall Street, Johannesburg, on Thursday, 1 June 1995 at 10:00, of the undermentioned immovable property of the Defendant on the conditions which will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Johannesburg North, at 131 Marshall Street, Johannesburg:

Section 31, as shown and more fully described on Sectional Plan 102/1983, in the building or buildings known as Metropolitan Heights 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 85 m², held by the Defendant under Certificate of Registered Sectional Title ST102/1983 (31) (Unit), being Flat 501, Metropolitan Heights, corner of Twist and Kaptein Streets, Hillbrow.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The dwelling consists of lounge, dining-room, bedroom, bathroom/w.c. and kitchen.

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

The purchaser shall, on the day of the sale, pay 5% (five per centum) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per centum) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg this 17th day of April 1995.

Routledges Inc., Plaintiff's Attorneys, First Floor, Colosseum, 41 Kruis Street, Johannesburg. (Tel. 331-0511.) (Ref. ZA2287/JHBFCLS/Mr McCallum/cvdn.)

Case 28866/93 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 **Patel, Ashok Kumar**, 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, 1 June 1995 at 10:00, of the undermentioned immovable property of the Defendant on the conditions which will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Johannesburg East, at 131 Marshall Street, Johannesburg:

Erf 437, Bertrams Township, Registration Division IR, Transvaal, measuring 447 m², held by the Defendants under Deed of Transfer T8526/1993, being 37 Kimberley Road, Bertrams.

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, kitchen and three carports.

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

The purchaser shall, on the day of the sale, pay 5% (five per centum) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per centum) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg this 11th day of April 1995.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z77849/ JHBFCLS/Mr McCallum/cvdn.)

Case 8197/94 PH 267

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Ntanjana, Nkosiyamahlubi Joseph,**First Defendant, and **Ntanjana, Vida,** 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, 6 June 1995 at 10:00, of the undermentioned immovable property of the Defendants on the conditions which will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Alberton, at First Floor, Terrace Building, 1 Eaton Terrace Street, New Redruth, Alberton:

The right of leasehold in respect of Erf 9601, Tokoza Extension 2 Township, Registration Division IR, Transvaal, measuring 360 m², held by the Defendants under Deed of Transfer TL3466/90, being 9601 Tokoza Extension 2, Tokoza.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The dwelling consists of lounge, three bedrooms, bathroom, w.c. and kitchen.

Terms: 10% (ten per 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 18th day of April 1995.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z94287/ JHBFCLS/Mr McCallum/cvdn.)

Case 01830/94 PH 267

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between ABSA Bank Limited (Allied Bank Division), Plaintiff, and Rakoma, Elizabeth Nomasocha, 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, 6 June 1995 at 10:00, of the undermentioned immovable property of the Defendant on the conditions which will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Alberton, at First Floor, Terrace Building, 1 Eaton Terrace Street, New Redruth, Alberton:

The right of leasehold in respect of Erf 11912 (previously Erf 1241), Tokoza Extension 2 Township, Registration Division IR, Transvaal, measuring 325 m², held by the Defendant under Deed of Transfer TL55663/88, being 1241 Tokoza Extension 2, P.O. Tokoza.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The dwelling consists of lounge, two bedrooms, bathroom, w.c. and kitchen.

Terms: 10% (ten per centum) of the purchase price in cash on the day of the sale; the balance payable against registration of transfer, to be secured by a bank or building society or other acceptable guarantee to be furnished within 14 (fourteen) days 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 18th day of April 1995.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z90768/JHBFCLS/Mr McCallum/cvdn.)

Case 8377/94 PH 267

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Harris, Ivan**, First Defendant, and **Harris, Enora Moriea**, 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, 6 June 1995 at 10:00, of the undermentioned immovable property of the Defendants on the conditions which will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Alberton, at First Floor, Terrace Building, 1 Eaton Terrace Street, New Redruth, Alberton:

The right of leasehold in respect of Erf 695, Edenpark Extension 1 Township, Registration Division IR, Transvaal, measuring 304 m², held by the Defendants under Deed of Transfer T1174/91, being 26 Passat Street, Edenpark Extension 1, Alberton.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The dwelling consists of lounge, dining-room, kitchen, two bedrooms, bathroom/w.c.

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

The purchaser shall, on the day of the sale, pay 5% (five per centum) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per centum) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg this 18th day of April 1995.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z94285/JHBFCLS/Mr McCallum/cvdn.)

Case 18434/93 PH 267

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between ABSA Bank Limited (Allied Bank Division), Plaintiff, and Kubheka, Ndolwana Saul, 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, 6 June 1995 at 10:00, of the undermentioned immovable property of the Defendant on the conditions which will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Alberton, at First Floor, Terrace Building, 1 Eaton Terrace Street, New Redruth, Alberton:

The right of leasehold in respect of Erf 11417 (previously Erf 746), Tokoza Extension 2 Township, Registration Division IR, Transvaal, measuring 275 m², held by the Defendant under Certificate of Registered Grant of Leasehold TL35208/89, being 746 Tokoza Extension 2, P.O. Tokoza.

The following information is furnished re the improvements, though in this respect nothing is guaranteed: The dwelling consists of lounge, three bedrooms, bathroom, toilet and kitchen.

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

The purchaser shall, on the day of the sale, pay 5% (five per centum) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per centum) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg this 13th day of April 1995.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z72770/JHBFCLS/Mr McCallum/cvdn.)

Case 34248/93 PH 267

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Mgulwa, Mongezi Phillip**, First Defendant, and **Mgulwa, Nozibele Cynthia**, 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, 6 June 1995 at 10:00, of the undermentioned immovable property of the Defendants on the conditions which will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Alberton, at First Floor, Terrace Building, 1 Eaton Terrace Street, New Redruth, Alberton:

The right of leasehold in respect of Erf 9671, Tokoza Extension 2 Township, Registration Division IR, Transvaal, measuring 291 m², held by the Defendants under Deed of Transfer TL15395/90, being 9671 Extension 2 Tokoza.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The dwelling consists of lounge, three bedrooms, bathroom, w.c. and kitchen.

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

The purchaser shall, on the day of the sale, pay 5% (five per centum) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per centum) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg this 13th day of April 1995.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z78326/JHBFCLS/Mr McCallum/cvdn.)

Case 1287/94 PH 267

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Rakhope, Maropeng Elias**, First Defendant, and **Rakhope, Mabotse**, 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, 6 June 1995 at 10:00, of the undermentioned immovable property of the Defendants on the conditions which will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Alberton, at First Floor, Terrace Building, 1 Eaton Terrace Street, New Redruth, Alberton:

The right of leasehold in respect of Erf 11524 (previously Erf 853), Tokoza Extension 2, Registration Division IR, Transvaal, measuring 216 m², held by the Defendants under Deed of Transfer TL43326/88, being 853 Tokoza Extension 2, P.O. Tokoza.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The dwelling consists of lounge, two bedrooms, bathroom/w.c.'s and kitchen.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg this 13th day of April 1995.

Routledges Incorporated, Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z91289/JHBFCLS/Mr McCallum/cvdn.)

Case 16769/93 PH 267

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between ABSA Bank Limited (Allied Bank Division), Plaintiff, and Monyane, Petrus Tsietsie, First Defendant, and Monyane, Ellen Ntombi, 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, 6 June 1995 at 10:00, of the undermentioned immovable property of the Defendants on the conditions which will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Alberton, at First Floor, Terrace Building, 1 Eaton Terrace Street, New Redruth, Alberton:

The right of leasehold in respect of Erf 1709, Othandweni Extension 1 Township, Registration Division IR, Transvaal, measuring 242 m², held by the Defendants under Certificate of Registered Grant of Leasehold TL4142/91, being 1709 Othandweni Extension 1, Tokoza.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The dwelling consists of lounge, three bedrooms, bathroom, w.c. and kitchen.

Terms: 10% (ten per cent) of the purchase price in cash on the day of the sale, the balance payable against registration of transfer, to be secured by a bank, 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 18th day of April 1995.

Routledges Incorporated, Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z72025/JHBFCLS/Mr McCallum/cvdn.)

Case 29386/92 PH 267

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (United Bank Division), formerly known as United Bank Limited and prior to that United Building Society Limited, and previously United Building Society, Plaintiff, and **Leahy, Catherine**, 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, 1 June 1995 at 10:00, of the undermentioned immovable property of the Defendant on the conditions which will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Johannesburg, at 100 Sheffield Street, Turffontein:

Erf 176, Rosettenville Township, Registration Division IR, Transvaal, measuring 495 m², held by the Defendant under Deed of Transfer T16541/90, being 117A Lawn Street, Rosettenville, Johannesburg.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The dwelling consists of entrance hall, lounge, two bedrooms, bathroom/w.c., kitchen, single garage, servant's room, 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, 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 13th day of April 1995.

Routledges Incorporated, Plaintiff's Attorneys, First Floor, Colosseum, 41 Kruis Street, Johannesburg. (Tel. 331-0511.) (Ref. Z25258/JHBFCLS/Mr McCallum/cvdn.)

Case 14681/93 PH 267

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Mngomezulu, Boy Zagiya**, First Defendant, and **Mngomezulu, Mphephe Sarah**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court at First Floor, Terrace Building, 1 Eaton Terrace Street, New Redruth, Alberton, on Tuesday, 6 June 1995 at 10:00, of the undermentioned immovable property of the Defendants on the conditions which will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Alberton, at First Floor, Terrace Building, 1 Eaton Terrace Street, New Redruth, Alberton:

The right of leasehold in respect of Erf 9535, Tokoza Extension 2 Township, Registration Division IR, Transvaal, measuring 280 m², held by the Defendants under Certificate of Registered Grant of Leasehold TL39102/1989, being 9535 Tokoza Extension 2, Tokoza, Alberton.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The dwelling consists of lounge, two bedrooms, bathroom, w.c. and kitchen.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg this 18th day of April 1995.

Routledges Incorporated, Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z70167/JHBFCLS/Mr McCallum/cvdn.)

Case 11896/94 PH 267

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

In the matter between ABSA Bank Limited (Allied Bank Division), Plaintiff, and Maimela Cecil, 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, 6 June 1995 at 10:00, of the undermentioned immovable property of the Defendant on the conditions which will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Alberton, at First Floor, Terrace Building, 1 Eaton Terrace Street, New Redruth, Alberton:

The right of leasehold in respect of Erf 9353, Tokoza Extension 2 Township, Registration Division IR, Transvaal, measuring 325 (three hundred and twenty-five) square metres, held by the Defendant under Certificate of Registered Grant of Leasehold TL3811/90, being 9353 Tokoza Extension 2, Tokoza.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The dwelling consists of lounge, three bedrooms, bathroom, w.c. and kitchen.

Terms: 10% (ten per 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 18th day of April 1995.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z96480/JHBFCLS/Mr McCallum/cvdn.)

Case 18694/93 PH 267

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Mbonani Fanyana Herbert**, First Defendant, and **Mbonani Duduzile 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 First Floor, Terrace Building, 1 Eaton Terrace Street, New Redruth, Alberton, on Tuesday, 6 June 1995 at 10:00, of the undermentioned property of the Defendants on the conditions which will lie for inspection prior to the sale, at the office of the Sheriff for the Supreme Court, Alberton, at First Floor, Terrace Building, 1 Eaton Terrace Street, New Redruth, Alberton.

The right of leasehold in respect of Erf 9681, Tokoza Extension 2 Township, Registration Division IR, Transvaal, measuring 280 (two hundred and eighty) square metres, held by the Defendants under Certificate of Registered Grant of Leasehold TL27501/89, being 9681 Extension 2, Tokoza.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The dwelling consists of lounge, two bedrooms, bathroom, w.c. and kitchen.

Terms: 10% (ten per 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). Mininum charges R200 (two hundred rand).

Dated at Johannesburg this 18th day of April 1995.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z72622/JHBFCLS/Mr McCallum/cvdn.)

Case 26396/93 PH 267

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between ABSA Bank Limited (Allied Bank Division), Plaintiff, and Mgaka Sipho Madumelani, First Defendant, and Mgaka Jemina Mamotsoane, 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, 6 June 1995 at 10:00, of the undermentioned immovable property of the Defendants on the conditions which will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Alberton, at First Floor, Terrace Building, 1 Eaton Terrace Street, New Redruth, Alberton:

The right of leasehold in respect of Erf 9662, Tokoza Extension 2 Township, Registration Division IR, Transvaal, measuring 290 (two hundred and ninety) square metres, held by the Defendants under Deed of Transfer TL18048/89, being 9662 Tokoza Extension 2, PO Tokoza.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The dwelling consists of lounge, two bedrooms, bathroom, toilet and kitchen.

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

The purchaser shall, on the day of the sale, pay 5% (five per centum) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per centum) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg this 18th day of April 1995.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z75965/JHBFCLS/Mr McCallum/cvdn.)

Case 5356/94 PH 267

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Gumede Mbabazeni Caiphus**, First Defendant, and **Gumede Julius**, 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, 6 June 1995 at 10:00, of the undermentioned immovable property of the Defendants on the conditions which will lie for inspection prior to the sale, at the office of the Sheriff for the Supreme Court, Alberton, at First Floor, Terrace Building, 1 Eaton Terrace Street, New Redruth, Alberton:

The right of leasehold in respect of Erf 9630, Tokoza Extension 2 Township, Registration Division IR, Transvaal, measuring 300 (three hundred) square metres, held by the Defendants under Deed of Transfer TL15175/89, being 9630 Tokoza Extension 2.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The dwelling consists of: Lounge, two bedrooms, bathroom, w.c. and kitchen.

Terms: 10% (ten per centum) of the purchase price in cash on the day of the sale; the balance payable against registration of transfer, to be secured by a bank or building society or other acceptable guarantee to be furnished within 14 (fourteen) days 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 13th day of April 1995.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z91305/JHBFCLS/Mr McCallum/cvdn.)

Case 14251/94 PH 267

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Mdleleni, Ashwell Ntshiphela,** First Defendant, and **Mdleleni, Nomagqabi Olga**, 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, 6 June 1995 at 10:00, of the undermentioned immovable property of the Defendants on the conditions which will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Alberton, at First Floor, Terrace Building, 1 Eaton Terrace Street, New Redruth, Alberton:

The right of leasehold in respect of Erf 11928 (previously Erf 1257), Tokoza Extension 2 Township, Registration Division IR, Transvaal, measuring 325 m², held by the Defendants under Deed of Transfer TL29866/89, being 1257 Road 28, Tokoza Extension 2.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The dwelling consists of lounge, three bedrooms, bathroom, w.c. and kitchen.

Terms: 10% (ten per cent) of the purchase price in cash on the day of the sale, the balance payable against registration of transfer, to be secured by a bank or building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the 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 13th day of April 1995.

Routledges Incorporated, Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z97605/JHBFCLS/Mr McCallum/cvdn.)

Case 33006/93 PH 267

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Ramakarane**, **Thabo Daniel**, First Defendant, and **Ramakarane**, **Rebecca Masontaha**, 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, 6 June 1995 at 10:00, of the undermentioned immovable property of the Defendants on the conditions which will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Alberton, at First Floor, Terrace Building, 1 Eaton Terrace Street, New Redruth, Alberton:

The right of leasehold in respect of Erf 11401, Tokoza Extension 2 Township, Registration Division IR, Transvaal, measuring 216 m², held by the Defendants under Certificate of Registered Grant of Leasehold TL25478/91, being 11401 Tokoza Extension 2, P.O. Tokoza.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The dwelling consists of lounge, three bedrooms, bathroom, w.c. and kitchen.

Terms: 10% (ten per cent) of the purchase price in cash on the day of the sale, the balance payable against registration of transfer, to be secured by a bank or building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the 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 13th day of April 1995.

Routledges Incorporated, Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z90038/JHBFCLS/Mr McCallum/cvdn.)

Case 32093/93 PH 267

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Bhengu, Douglas Nzamba**, First Defendant, and **Jiane, Edward**, 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, 6 June 1995 at 10:00, of the undermentioned immovable property of the Defendants on the conditions which will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Alberton, at First Floor, Terrace Building, 1 Eaton Terrace Street, New Redruth, Alberton:

The right of leasehold in respect of Erf 1437, Othandweni Extension 1 Township, Registration Division IR, Transvaal, measuring 215 m², held by the Defendants under Deed of Transfer TL53376/91, being 1437 Othandweni Extension 1, Tokoza.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The dwelling consists of lounge, two bedrooms, bathroom/w.c. and kitchen.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg this 13th day of April 1995.

Routledges Incorporated, Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z79313/JHBFCLS/Mr McCallum/cvdn.)

Case 15647/94 PH 267

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between ABSA Bank Limited (Allied Bank Division), Plaintiff, and Dlodlo, Tebele Elias, First Defendant, and Dlodlo, Mantwa Minah, 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, 6 June 1995 at 10:00, of the undermentioned immovable property of the Defendants on the conditions which will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Alberton, at First Floor, Terrace Building, 1 Eaton Terrace Street, New Redruth, Alberton:

The right of leasehold in respect of Erf 8724, Tokoza Township, Registration Division IR, Transvaal, measuring 330 m², held by the Defendants under Deed of Transfer TL22139/87, being 8724 Tokoza Gardens, Tokoza.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The dwelling consists of lounge, two bedrooms, bathroom, w.c. and kitchen.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg this 13th day of April 1995.

Routledges Incorporated, Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z98540/JHBFCLS/Mr McCallum/cvdn.)

Case 9402/93 PH 267

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between ABSA Bank Limited (Allied Bank Division), Plaintiff, and Mayisela, Mabandla Solomon, First Defendant, and Mayisela, Julia Ntombedidi, 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, 6 June 1995 at 10:00, of the undermentioned immovable property of the Defendants on the conditions which will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court Alberton, at First Floor, Terrace Building, 1 Eaton Terrace Street, New Redruth, Alberton:

The right of leasehold in respect of Erf 11929 (previously Erf 1258), Tokoza Extension 2 Township, Registration Division IR Transvaal, measuring 325 m², held by the Defendants under Certificate of Registered Grant of Leasehold TL25746/89, being 1258 Tokoza Extension 2.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The dwelling consists of lounge, two bedrooms, bathroom/w.c. and kitchen.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg this 13th day of April 1995.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z67420/JHBFCLS/Mr McCallum/cvdn.)

Case 13535/91 PH 267

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Fosi, Andile Andrew**, First Defendant, and **Fosi, Nolwazi**, 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, 1 June 1995 at 10:00, of the undermentioned immovable property of the Defendants on the conditions which will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Johannesburg West, at Second Floor, 32 Von Brandis Street, Johannesburg:

Erf 1020, Moroka Township, Registration Division IQ, Transvaal, measuring 324 m², held by the Defendants under Deed of Transfer T4250/87, being 1020 Gubusha Street, Moroka.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The dwelling consists of entrance hall, lounge, dining-room, three bedrooms, kitchen, bathroom/w.c. 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 this 17th day of April 1995.

Routledges Inc., Plaintiff's Attorneys, First Floor, Colosseum, 41 Kruis Street, Johannesburg. (Tel. 331-0511.) (Ref. Z61159/JHBFCLS/Mr McCallum/cvdn.)

Case 19791/94 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 **Juckers, Aaltje Jantje**, First Defendant, and **Juckers, Albertus**, 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, 6 June 1995 at 10:00, of the undermentioned immovable property of the Defendants on the conditions which will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court Alberton, at First Floor, Terrace Building, 1 Eaton Terrace Street, New Redruth, Alberton:

Erf 1346, Brackenhurst Extension 1 Township, Registration Division IR, Transvaal, measuring 1 487 m², held by the Defendants under Deed of Transfer T27133/80, being 40 McBride Street, Brackenhurst, Alberton.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The dwelling consists of entrance hall, lounge, dining-room, kitchen, four bedrooms, study, bathroom/w.c., bathroom, separate w.c., double garage, servants' guarters and outside bathroom/w.c.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg this 19th day of April 1995.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z98997/JHBFCLS/Mr McCallum/cvdn.)

Case 01332/94 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 **Adams, Peter**, First Defendant, and **Adams, Merriam**, 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, 1 June 1995 at 10:00, of the undermentioned immovable property of the Defendants on the conditions which will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Johannesburg South, at 100 Sheffield Street, Turffontein:

Erf 2343, Eldoradopark Extension 1 Township, Registration Division IQ, Transvaal, measuring 312 m², held by the Defendants under Deed of Transfer T33560/1985, being 16 Harvard Street, Eldoradopark Extension 1.

The following information is furnished re the improvements, though in this respect nothing is guaranteed: The dwelling consists of lounge, kitchen, two bedrooms, bathroom 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 17th day of April 1995.

Routledges Inc., Plaintiff's Attorneys, First Floor, Colosseum, 41 Kruis Street, Johannesburg. (Tel. 331-0511.) (Ref. Z91090/JHBFCLS/Mr McCallum/cvdn.)

Case 4757/94 PH 267

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between ABSA Bank Limited (Allied Bank Division), Plaintiff, and Chongo, Maxwell Pumulani, First Defendant, and Chongo, Beatrice, 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, 6 June 1995 at 10:00, of the undermentioned immovable property of the Defendants on the conditions which will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Alberton, at First Floor, Terrace Building, 1 Eaton Terrace Street, New Redruth, Alberton:

The right of leasehold in respect of Erf 11118 (previously Erf 447), Tokoza Extension 2 Township, Registration Division IR, Transvaal, measuring 240 m², held by the Defendants under Certificate of Registered Grant of Leasehold TL56491/88, being Stand 447, Tokoza Extension 2, P.O. Tokoza.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The dwelling consists of lounge, three bedrooms, bathroom, w.c. and kitchen.

Terms: 10% (ten per cent) of the purchase price in cash on the day of the sale, the balance payable against registration of transfer, to be secured by a bank or building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the 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 13th day of April 1995.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z92670/JHBFCLS/Mr McCallum/cvdn.)

Case 25220/93 PH 267

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between ABSA Bank Limited (Allied Bank Division), Plaintiff, and Van Reenen, Melinda, 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, 1 June 1995 at 10:00, of the undermentioned immovable property of the Defendant on the conditions which will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Johannesburg North, at 131 Marshall Street, Johannesburg:

Section 15, as shown and more fully described on Sectional Plan SS118/1983 (the sectional plan), in the building or buildings known as Mitchmore, situated at Berea Township, Local Authority Johannesburg, and an undivided share in the common property in the land and building or buildings as shown and more fully described on the sectional plan apportioned to the said section in accordance with the participation quota of the said section, measuring 53 m², held by the Defendant under Certificate of Registered Sectional Title ST118/1983(15)(Unit), being Flat 207, Mitchmore, Mitchell Street, Berea.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The dwelling consists of entrance hall, lounge, bedrooms, bathroom and kitchen.

Terms: 10% (ten per cent) of the purchase price in cash on the day of the sale, the balance payable against registration of transfer, to be secured by a bank or building society or other acceptable guarantee to be furnished within 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 17th day of April 1995.

Routledges Inc., Plaintiff's Attorneys, First Floor, Colosseum, 41 Kruis Street, Johannesburg. (Tel. 331-0511.) (Ref. Z71791/JHBFCLS/Mr McCallum/cvdn.)

Case 9129/94 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 Matsose, Seikhum Andrew, 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, 1 June 1995 at 10:00, of the undermentioned immovable property of the Defendant on the conditions which will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Johannesburg West, at Second Floor, 32 Von Brandis Street, Johannesburg:

The right of leasehold in respect of Stand 1248, Mapetla Township, Registration Division IR, Transvaal, measuring 260 m², held by the Defendant under Certificate of Registered Grant of Leasehold TL32114/85, being 1248 Mapetla, Tshiawelo.

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, separate w.c., kitchen, single garage and outside w.c.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg this 11th day of April 1995.

Routledges Inc., Plaintiff's Attorneys, First Floor, Colosseum, 41 Kruis Street, Johannesburg. (Tel. 331-0511.) (Ref. Z67031/JHBFCLS/Mr McCallum/cvdn.)

Case 05357/94 PH 267

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Matshaya, Justice Mtutuzeli**, First Defendant, and **Matshaya, Ismael**, 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, 1 June 1995 at 10:00, of the undermentioned immovable property of the Defendant on the conditions which will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Johannesburg West, at Second Floor, 32 Von Brandis Street, Johannesburg:

The right of leasehold in respect of Erf 2104 (previously Erf 404), Klipspruit Extension 2 Township, Registration Division IQ, Transvaal, measuring 141 m², held by the Defendants under Certificate of Registered Grant of Leasehold TL47175/1988, being 404 Klipspruit Extension 2, P.O. Pimville.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The dwelling consists of dining-room, two bedrooms, bathroom/w.c. and kitchen.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg this 11th day of April 1995.

Routledges Inc., Plaintiff's Attorneys, First Floor, Colosseum, 41 Kruis Street, Johannesburg. (Tel. 331-0511.) (Ref. Z79139/JHBFCLS/Mr McCallum/cvdn.)

Case 31953/93 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 Xulu, Michael, First Defendant, and Xulu, Puleng Avia, 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, 1 June 1995 at 10:00, of the undermentioned immovable property of the Defendants on the conditions which will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Johannesburg West, at Second Floor, 32 Von Brandis Street, Johannesburg:

The right of leasehold in respect of Erf 5919 (previously Stand 93), Naledi Extension 2, Registration Division IQ, Transvaal, measuring 287 m², held by the Defendants under Certificate of Registered Grant of Leasehold TL20293/87, being 93 Naledi Extension 2, Naledi, 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 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 11th day of April 1995.

Routledges Inc., Plaintiff's Attorneys, First Floor, Colosseum, 41 Kruis Street, Johannesburg. (Tel. 331-0511.) (Ref. Z79096/JHBFCLS/Mr McCallum/cvdn.)

Case 22880/93 PH 267

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Mncube, Mhlankeni Gideon,** First Defendant, and **Mncube, Thoko Agnes,** 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, 6 June 1995 at 10:00, of the undermentioned immovable property of the Defendants on the conditions which will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court Alberton, at First Floor, Terrace Building, 1 Eaton Terrace Street, New Redruth, Alberton:

The right of leasehold in respect of Erf 3469, Tokoza Extension 1 Township, Registration Division IR, Transvaal, measuring 294 m², held by the Defendants under Deed of Transfer TL7385/89, being Stand 3469 Tokoza.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The dwelling consists of lounge, two bedrooms, bathroom and kitchen.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg this 10th day of April 1995.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z74687/JHBFCLS/Mr McCallum/cvdn.)

Case 34588/92 PH 267

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between ABSA Bank Limited (Allied Bank Division), Plaintiff, and Pamla, Thembeka Eunice, 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, 6 June 1995 at 10:00, of the undermentioned immovable property of the Defendant on the conditions which will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court Alberton, at First Floor, Terrace Building, 1 Eaton Terrace Street, New Redruth, Alberton:

The right of leasehold in respect of Erf 11261 (previously Stand 590), Tokoza Township, Registration Division IR, Transvaal, measuring 233 m², held by the Defendant under Deed of Transfer TL45005/88, being Stand 590, Tokoza, Alberton.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The dwelling consists of lounge, two bedrooms, bathroom, 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 this 10th day of April 1995.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z62140/JHBFCLS/Mr McCallum/cvdn.)

Case 23004/93 PH 267

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between ABSA Bank Limited (Allied Bank Division), Plaintiff, and Ndhlovu, John Monosi, First Defendant, and Ndhlovu, Mantsane Adelinah, 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, 6 June 1995 at 10:00, of the undermentioned immovable property of the Defendants on the conditions which will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court Alberton, at First Floor, Terrace Building, 1 Eaton Terrace Street, New Redruth, Alberton:

The right of leasehold in respect of Erf 9265, Tokoza Extension 2 Township, Registration Division IR, Transvaal, measuring 327 m², held by the Defendants under Certificate of Registered Grant of Leasehold TL25127/89, being 9265 Tokoza Extension 2, P.O. Tokoza.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The dwelling consists of lounge, three bedrooms, bathroom, 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 this 10th day of April 1995.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z74133/JHBFCLS/Mr McCallum/cvdn.)

Case 12488/94 PH 267

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

In the matter between ABSA Bank Limited, Allied Bank Division, Plaintiff, and Maila, Beatrice, 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, 6 June 1995 at 10:00, of the undermentioned immovable property of the Defendant on the conditions which will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Alberton, at First Floor, Terrace Building, 1 Eaton Terrace Street, New Redruth, Alberton:

The right of leasehold in respect of Erf 9505, Tokoza Extension 2 Township, Registration Division IR, Transvaal, measuring 300 m², held by the Defendant under Deed of Transfer TL7384/89, being 9505 Tokoza Extension 2, P.O. Tokoza.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The dwelling consists of lounge, two bedrooms, bathroom, w.c. and kitchen.

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

The purchaser shall, on the day of the sale, pay 5% (five per centum) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per centum) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg this 10th day of April 1995.

Routleges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z96965/JHBFCLS/Mr McCallum/cvdn.)

Case 02192/95 PH 267

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited**, United Bank Division, formerly known as United Bank Limited and prior to that United Building Society Limited and previously United Building Society, Plaintiff, and **Saunders, Ward Knox**, First Defendant, and **Saunders, Pearl 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 131 Marshall Street, Johannesburg, on Thursday, 1 June 1995 at 10:00, of the undermentioned immovable property of the Defendants on the conditions which will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court Johannesburg South at 100 Sheffield Street, Turffontein:

Section 6 as shown and more fully described on Sectional Plan SS50/1994 in the scheme known as Glenmay Court in respect of the land and building or buildings situated at Turffontein Township in the Area of the Johannesburg Local Authority and an undivided share in the common property in the land and building or buildings as shown and more fully described on the sectional plan apportioned to the said section in accordance with the participation quota of the said section, measuring 70 m², held by the Defendants under Deed of Transfer ST 22437/94, being 6 Glenmay Court, 127 Church Street, Turffontein.

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

The dwelling consists of lounge, two bedrooms, bathroom/w.c. and kitchen.

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

The purchaser shall, on the day of the sale, pay 5% (five per centum) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per centum) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg this 12th day of April 1995.

Routledges Inc., Plaintiff's Attorneys, First Floor, Colosseum, 41 Kruis Street, Johannesburg. (Tel. 331-0511.) (Ref. ZA2288/JHBFCLS/Mr McCallum/cvdn.)

Case 2046/93 PH 267

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between ABSA Bank Limited, Allied Bank Division, Plaintiff, and Mokoena, Motsoane Abram, 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, 6 June 1995 at 10:00, of the undermentioned immovable property of the Defendant on the conditions which will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Alberton, at First Floor, Terrace Building, 1 Eaton Terrace Street, New Redruth, Alberton:

The right of leasehold in respect of Erf 374, Tokoza Extension 2 Township, Registration Division IR, Transvaal, measuring 250 m², held by the Defendant under Certificate of Registered Grant of Leasehold TL 11036/89, being 374 Tokoza Extension 2, Alberton.

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

The dwelling consists of lounge, three bedrooms, bathroom, w.c. and kitchen.

Terms: 10% (ten per centum) of the purchase price in cash on the day of the sale; the balance payable against registration of transfer, to be secured by a bank or building society or other acceptable guarantee to be furnished within 14 (fourteen) days 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 19th day of April 1995.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z62789/JHBFCLS/Mr McCallum/cvdn.)

Case 3584/94 PH 267

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited**, Allied Bank Division, Plaintiff, and **Nkosi**, **Bhiva Enock**, First Defendant, and **Nkosi**Sarah Zanangaye, 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, 6 June 1995 at 10:00, of the undermentioned immovable property of the Defendants on the conditions which will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Alberton, at First Floor, Terrace Building, 1 Eaton Terrace Street, New Redruth, Alberton:

The right of leasehold in respect of Stand 9373, Tokoza Extension 2 Township, Registration Division IR, Transvaal, measuring 347 m², held by the Defendants under Certificate of Registered Grant of Leasehold TL30106/89, being 9373 Tokoza Extension 2, P.O. Tokoza.

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

The dwelling consists of lounge, three bedrooms, bathroom, w.c. and kitchen.

Terms: 10% (ten per 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 19th day of April 1995.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z92512/JHBFCLS/Mr McCallum/cvdn.)

Case 5650/94 PH 267

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between ABSA Bank Ltd (Allied Bank Division), Plaintiff, and Mazaleni, Meshack Siyavuya, 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, 6 June 1995 at 10:00, of the undermentioned immovable property of the Defendant on the conditions which will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Alberton, at First Floor, Terrace Building, 1 Eaton Terrace Street, New Redruth, Alberton:

The right of leasehold in respect of Erf 9658, Tokoza Extension 2 Township, Registration Division IR, Transvaal, measuring 290 m², held by the Defendant under Certificate of Registered Grant of Leasehold TL45763/90, being 9658 Tokoza Extension 2.

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

The dwelling consists of lounge, three bedrooms, bathroom, w.c and kitchen.

Terms: 10% (ten per cent) of the purchase price in cash on the day of 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 19th day of April 1995.

Routledges Incorporated, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z92903/JHBFCLS/Mr McCallum/cvdn.)

Case 34641/93 PH 267

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Ltd** (Allied Bank Division), Plaintiff, and **Molatudi, Moshe Moses**, First Defendant, and **Molatudi, Limakatso Constance**, 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, 6 June 1995 at 10:00, of the undermentioned immovable property of the Defendants on the conditions which will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Alberton, at First Floor, Terrace Building, 1 Eaton Terrace Street, New Redruth, Alberton:

The right of leasehold in respect of Erf 11709 (previously Erf 1038), Tokoza Extension 2 Township, Registration Division IR, Transvaal, measuring 180 m², held by the Defendants under Certificate of Registered Grant of Leasehold TL9452/89, being 1038 Extension 2, Tokoza.

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

The dwelling consists of lounge, two bedrooms, bathroom, w.c and kitchen.

Terms: 10% (ten per cent) of the purchase price in cash on the day of 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 20th day of April 1995.

Routledges Incorporated, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z79337/JHBFCLS/Mr McCallum/cvdn.)

Case 24442/93 PH 267

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Ltd** (Allied Bank Division), Plaintiff, and **Ndlovu, Mbutana Jafter**, First Defendant, and **Ndlovu, Mirriam Fikile**, 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, 6 June 1995 at 10:00, of the undermentioned immovable property of the Defendants on the conditions which will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Alberton, at First Floor, Terrace Building, 1 Eaton Terrace Street, New Redruth, Alberton:

The right of leasehold in respect of Stand 9427, Tokoza Extension 2 Township, Registration Division IR, Transvaal, measuring 280 m², held by the Defendants under Certificate of Registered Grant of Leasehold TL47413/89, being 9427 Tokoza Extension 2, P.O. Tokoza.

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

The dwelling consists of lounge, three bedrooms, bathroom, w.c and kitchen.

Terms: 10% (ten per cent) of the purchase price in cash on the day of 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 19th day of April 1995.

Routledges Incorporated, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z75759/JHBFCLS/Mr McCallum/cvdn.)

Case 17354/93 PH 267

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Ltd** (Allied Bank Division), Plaintiff, and **Mofokeng, Khathi Petrus**, First Defendant, and **Mofokeng, Zanele Era**, 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, 6 June 1995 at 10:00, of the undermentioned immovable property of the Defendants on the conditions which will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Alberton, at First Floor, Terrace Building, 1 Eaton Terrace Street, New Redruth, Alberton:

Erf 231, Thintwa Township, Registration Division IR, Transvaal, measuring 210 m², held by the Defendants under Deed of Transfer T42623/92, being 231 Thintwa Village, Tokoza, Alberton.

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 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 19th day of April 1995.

Routledges Incorporated, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z72350/JHBFCLS/Mr McCallum/cvdn.)

Case 26257/93 PH 267

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between ABSA Bank Limited, Allied Bank Division, Plaintiff, and Molefe Disenyane Isaac, First Defendant, and Molefe Mosetsanakgape Beauty, 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, on 6 June 1995, at 10:00, of the undermentioned immovable property of the Defendants on the conditions which will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Alberton, at First Floor, Terrace Building, 1 Eaton Terrace Street, New Redruth, Alberton:

The right of leasehold in respect of Erf 9686, Tokoza Extension 2 Township, Registration Division IR, Transvaal, measuring 295 m², held by the Defendants under Deed of Transfer TL9024/90, being 9686 Extension 2, Tokoza.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The dwelling consists of: Lounge, three bedrooms, bathroom, w.c. and kitchen.

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

The purchaser shall, on the day of 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 21st day of April 1995.

Routledges Incorporated, Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z75964/JHBFCLS/Mr McCallum/cvdn.)

Case 19692/94 PH 267

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between ABSA Bank Limited, Allied Bank Division, Plaintiff, and Mohapeloa Els, 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, 6 June 1995, at 10:00, of the undermentioned immovable property of the Defendant on the conditions which will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Alberton, at First Floor, Terrace Building, 1 Eaton Terrace Street, New Redruth, Alberton:

The right of leasehold in respect of Erf 9654, Tokoza Extension 2 Township, Registration Division IR, Transvaal, measuring 290 m², held by the Defendant under Certificate of Registered Grant of Leasehold TL39488/89, being 9654 Tokoza 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. and kitchen.

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

The purchaser shall, on the day of sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand), minimum charges R200 (two hundred rand).

Dated at Johannesburg this 20th day of April 1995.

Routledges Incorporated, Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. ZA0248/JHBFCLS/Mr McCallum/cvdn.)

Case 1339/94 PH 267

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between ABSA Bank Limited, Allied Bank Division, Plaintiff, and Nkomonde Zacharia Boyboyi, 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, 6 June 1995, at 10:00, of the undermentioned immovable property of the Defendant on the conditions which will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Alberton, at First Floor, Terrace Building, 1 Eaton Terrace Street, New Redruth, Alberton:

The right of leasehold in respect of Erf 9372, Tokoza Extension 2 Township, Registration Division IR, Transvaal, measuring 347 m², held by the Defendant under Certificate of Registered Grant of Leasehold TL25126/89, being 9372 Tokoza Extension 2, P O Tokoza.

The .ollowing information is furnished *re* the improvements, though in this respect nothing is guaranteed: The dwelling consists of: Lounge, three bedrooms, bathroom, w.c. and kitchen.

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

The purchaser shall, on the day of 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 19th day of April 1995.

Routledges Incorporated, Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z91259/JHBFCLS/Mr McCallum/cvdn.)

Case 1332/93 PH 267

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited**, **Allied Bank Division**, Plaintiff, and **Nkuna Nduma Joseph**, First Defendant, and **Ndima Gladys**, 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, 6 June 1995, at 10:00, of the undermentioned immovable property of the Defendants on the conditions which will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Alberton, at First Floor, Terrace Building, 1 Eaton Terrace Street, New Redruth, Alberton:

The right of leasehold in respect of Stand 11148 Tokoza Extension 2 Township, Registration Division IR, Transvaal, measuring 216 m², held by the Defendants under Deed of Transfer TL52579/91, being 11148 Tokoza Extension 2, Tokoza.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The dwelling consists of: Lounge, two bedrooms, bathroom, w.c. and kitchen.

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

The purchaser shall, on the day of sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand), minimum charges R200 (two hundred rand).

Dated at Johannesburg this 20th day of April 1995.

Routledges Incorporated, Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z57803/JHBFCLS/Mr McCallum/cvdn.)

Case 2692/94 PH 267

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between ABSA Bank Limited (Allied Bank Division), Plaintiff, and Dhlamini, Fikile Alvina, 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, 6 June 1995 at 10:00, of the undermentioned immovable property of the Defendant on the conditions which will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Alberton, at First Floor, Terrace Building, 1 Eaton Terrace Street, New Redruth, Alberton:

The right of leasehold in respect of Erf 11606, previously Erf 935, Tokoza Extension 2 Township, Registration Division IR, Transvaal, measuring 259 m², held by the Defendant under Deed of Transfer TL36842/88, being 935 Tokoza Extension 2, Tokoza.

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

The dwelling consists of lounge, two bedrooms, bathroom, w.c. and kitchen.

Terms: 10% (ten per cent) of the purchase price in cash on the day of the sale, the balance payable against registration of transfer, to be secured by a bank or building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the 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 R2usand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg this 18th day of April 1995.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z92289/JHBFCLS/Mr McCallum/cvdn.)

Case 8020/94 PH 267

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Sekhwari, Mavhideni Philemon,** First Defendant, and **Sekhwari, Adziliwi Alidzulwi**, Second Defenant

In execution of 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, 6 June 1995 at 10:00, of the undermentioned immovable property of the Defendants on the conditions which will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Alberton, at First Floor, Terrace Building, 1 Eaton Terrace Street, New Redruth, Alberton:

The right of leasehold in respect of Erf 9530, Tokoza Extension 2 Township, Registration Division IR, Transvaal, measuring 280 m², held by the Defendant under Certificate of Registered Grant of Leasehold TL31006/89, being 9530 Tokoza Extension 2, Tokoza.

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

The dwelling consists of lounge, two bedrooms, bathroom, w.c. and kitchen.

Terms: 10% (ten per cent) of the purchase price in cash on the day of the sale, the balance payable against registration of transfer, to be secured by a bank or building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the 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 19th day of April 1995.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z94135/JHBFCLS/Mr McCallum/cvdn.)

Case 8018/94 PH 267

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Sithole, Mandla David**, First Defendant, and **Sithole, Ntombizozwa Isabela**, 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, 6 June 1995 at 10:00, of the undermentioned immovable property of the Defendants on the conditions which will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Alberton, at First Floor, Terrace Building, 1 Eaton Terrace Street, New Redruth, Alberton:

The right of leasehold in respect of Erf 11585, previously Erf 914, Tokoza Extension 2 Township, Registration Division IR, Transvaal, measuring 241 m², held by the Defendant under Deed of Transfer TL24459/89, being 914 Tokoza Extension 2, Tokoza.

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

The dwelling consists of lounge, two bedrooms, bathroom, w.c. and kitchen.

Terms: 10% (ten per cent) of the purchase price in cash on the day of the sale, the balance payable against registration of transfer, to be secured by a bank or building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the 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 21st day of April 1995.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z94029/JHBFCLS/Mr McCallum/cvdn.)

Case 15056/94 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 Magudulela, Oupa David, First Defendant, and Magudulela, Mosele Violet, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court at First Floor, Terrace Building, 1 Eaton Terrace Street, New Redruth, Alberton, on Tuesday, 6 June 1995 at 10:00, of the undermentioned immovable property of the Defendants on the conditions which will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Alberton, at First Floor, Terrace Building, 1 Eaton Terrace Street, New Redruth, Alberton:

The right of leasehold in respect of Erf 8329, Tokoza Township, Registration Division IR, Transvaal, measuring 328 m^2 , held by the Defendants under Deed of Transfer TL26817/87, being Stand 8329 Unit F, Tokoza.

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

The dwelling consists of lounge, kitchen, two bedrooms, bathroom and toilet.

Terms: 10% (ten per cent) of the purchase price in cash on the day of the sale, the balance payable against registration of transfer, to be secured by a bank or building society 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 20th day of April 1995.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z98350/JHBFCLS/Mr McCallum/cvdn.)

Case 21929/94 PH 267

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (United Bank Division), formerly known as United Bank Limited, and prior to that United Building Society Limited and previously United Building Society, Plaintiff, and **Khumalo**, **Johan Joseph**, First Defendant, and **Khumalo**, **Bongi Vieta**, 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, 6 June 1995 at 10:00, of the undermentioned immovable property of the Defendants on the conditions which will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Alberton, at First Floor, Terrace Building, 1 Eaton Terrace Street, New Redruth, Alberton:

The right of leasehold in respect of Erf 11840 (Erf 1169), Tokoza Extension 2 Township, Registration Division IR, Transvaal, measuring 217 m², held by the Defendants under Certificate of Registered Grant of Leasehold TL53712/88, being 1169 Tokoza Extension 2.

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

The dwelling consists of lounge, kitchen, two bedrooms, bathroom and toilet.

Terms: 10% (ten per cent) of the purchase price in cash on the day of the sale, the balance payable against registration of transfer, to be secured by a bank or building society 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 20th day of April 1995.

Routledges Inc., Plaintiff's Attorneys, First Floor, Colosseum, 41 Kruis Street, Johannesburg. (Tel. 331-0511.) (Ref. ZA0145/JHBFCLS/Mr McCallum/cvdn.)

Case 7426/94 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 Moeketsi, Malijo Elizabeth, First Defendant, and Moeketsi, Ruth Morongwe, 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, 6 June 1995 at 10:00, of the undermentioned immovable property of the Defendants on the conditions which will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Alberton, at First Floor, Terrace Building, 1 Eaton Terrace Street, New Redruth, Alberton:

The right of leasehold in respect of Lot 8502, Tokoza Township, Registration Division IR, Transvaal, measuring 340 m², held by the Defendants under Certificate of Registered Grant of Leasehold TL23107/87, being 8502 Tokoza Unit F Tokoza.

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

The dwelling consists of lounge, two bedrooms, bathroom and kitchen.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg this 19th day of April 1995.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z92889/JHBFCLS/Mr McCallum/cvdn.)

Case 14254/94 PH 267

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between ABSA Bank Limited (Allied Bank Division), Plaintiff, and Magagula, Majoni Petrus, First Defendant, and Magagula, 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 First Floor, Terrace Building, 1 Eaton Terrace Street, New Redruth, Alberton, on Tuesday, 6 June 1995 at 10:00, of the undermentioned immovable property of the Defendants on the conditions which will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Alberton, at First Floor, Terrace Building, 1 Eaton Terrace Street, New Redruth, Alberton:

The right of leasehold in respect of Erf 1330, Tokoza Township, Registration Division IR, Transvaal, measuring 314 m², held by the Defendants under Deed of Transfer TL21340/90, being 1330 Kgamede Street, Tokoza.

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

The dwelling consists of lounge, two bedrooms, bathroom, w.c. and kitchen.

Terms: 10% (ten per cent) of the purchase price in cash on the day of the sale, the balance payable against registration of transfer, to be secured by a bank or building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the 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 20th day of April 1995.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z97595/JHBFCLS/Mr McCallum/cvdn.)

Case 2690/94 PH 267

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between ABSA Bank Limited (Allied Bank Division), Plaintiff, and Motholo, Mabote Jeremiah, 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, 6 June 1995 at 10:00, of the undermentioned immovable property of the Defendant on the conditions which will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Alberton, at First Floor, Terrace Building, 1 Eaton Terrace Street, New Redruth, Alberton:

The right of leasehold in respect of Erf 9221, Tokoza Extension 2 Township, Registration Division IR, Transvaal, measuring 300 m², held by the Defendant under Deed of Transfer TL36665/89, being 9221 Extension 2 Tokoza.

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

The dwelling consists of lounge, three bedrooms, bathroom, w.c. and kitchen.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg this 20th day of April 1995.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z79097/JHBFCLS/Mr McCallum/cvdn.)

Case 31772/93 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 **Mavuso**, **Elphas Boy**, First Defendant, and **Mavuso**, **Merriam Zodwa**, 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, 6 June 1995 at 10:00, of the undermentioned immovable property of the Defendants on the conditions which will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Alberton, at First Floor, Terrace Building, 1 Eaton Terrace Street, New Redruth, Alberton:

The right of leasehold in respect of Erf 8596, Tokoza Township, Registration Division IR, Transvaal, measuring 308 m², held by the Defendants under Certificate of Registered Grant of Leasehold TL51424/88, being 8596 Tokoza.

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

The dwelling consists of lounge, two bedrooms, bathroom, w.c. and kitchen.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg this 19th day of April 1995.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z79130/JHBFCLS/Mr McCallum/cvdn.)

Case 9556/94 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 Mbele, Aleck Mkhulu, First Defendant, and Mbele, Maleqhwa Olgah, 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, 6 June 1995 at 10:00, of the undermentioned immovable property of the Defendants on the conditions which will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Alberton, at First Floor, Terrace Building, 1 Eaton Terrace Street, New Redruth, Alberton:

The right of leasehold in respect of Erf 11280 (previously Erf 609), Tokoza Extension 2 Township, Registration Division IR, Transvaal, measuring 252 m², held by the Defendants under Certificate of Registered Grant of Leasehold TL32514/88, being Stand 609, Tokoza Extension 2, P.O. Tokoza.

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

The dwelling consists of lounge, kitchen, two bedrooms, bathroom and separate toilet and shower.

Terms: 10% (ten per cent) of the purchase price in cash on the day of the sale, the balance payable against registration of transfer, to be secured by a bank or building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of 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 20th day of April 1995.

Routledges Inc., Plaintiff's Attorneys, First Floor, Colosseum, 41 Kruis Street, Johannesburg. (Tel. 331-0511.) (Ref: Z94682/JHBFCLS/Mr McCallum/cvdn.)

Case 8042/94 PH 267

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between ABSA Bank Limited (Allied Bank Division), Plaintiff, and Makatho, Modisa Obert, First Defendant, Makatho, Tshenuwayi Eliza, Second Defendant, and Makatu, Simon, Third Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court at First Floor, Terrace Building, 1 Eaton Terrace Street, New Redruth, Alberton, on Tuesday, 6 June 1995 at 10:00, of the undermentioned immovable property of the Defendants on the conditions which will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Alberton, at First Floor, Terrace Building, 1 Eaton Terrace Street, New Redruth, Alberton:

The right of leasehold in respect of Erf 11445 (previously Erf 774), Tokoza Extension 2, Township, Registration Division IR, Transvaal, measuring 225 m², held by the Defendants under Certificate of Registered Grant of Leasehold TL17838/89, being 774 Tokoza Extension 2, P.O. Tokoza.

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

The dwelling consists of lounge, three bedrooms, bathroom, w.c. and kitchen.

Terms: 10% (ten per cent) of the purchase price in cash on the day of the sale, the balance payable against registration of transfer, to be secured by a bank or building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the 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 20th day of April 1995.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z92771/JHBFCLS/Mr McCallum/cvdn.)

Case 23280/94 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 Moloi, Fudi Abel, First Defendant, and Moloi, Adelaide Nomakosazana, 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, 6 June 1995 at 10:00, of the undermentioned immovable property of the Defendants on the conditions which will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Alberton, at First Floor, Terrace Building, 1 Eaton Terrace Street, New Redruth, Alberton:

The right of leasehold in respect of Erf 8277, Tokoza Township, Registration Division IR, Transvaal, measuring 300 m², held by the Defendants under Certificate of Registered Grant of Leasehold TL20686/87, being 8277 Unit F, Tokoza.

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

The dwelling consists of lounge, two bedrooms, bathroom and kitchen.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg this 19th day of April 1995.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. ZA0205/JHBFCLS/Mr McCallum/cvdn.)

Case 32088/93 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 Monanabela, Michael Makalo, First Defendant, and Monanabela, Betty Mapuleng, 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, 6 June 1995 at 10:00, of the undermentioned immovable property of the Defendants on the conditions which will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Alberton, at First Floor, Terrace Building, 1 Eaton Terrace Street, New Redruth, Alberton:

The right of leasehold in respect of Erf 8649, Tokoza Township, Registration Division IR, Transvaal, measuring 322 m², held by the Defendants under Certificate of Registered Grant of Leasehold TL23545/87, being 8649 Unit F, Tokoza.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The dwelling consists of lounge, two bedrooms, bathroom and kitchen.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg this 19th day of April 1995.

Routledges Incorporated, Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z78338/JHBVCLS/Mr McCallum/cvdn.)

Case 24437/93 PH 267

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

In the matter between ABSA Bank Limited (Allied Bank Division), Plaintiff, and Motsamai, Malafetsane Ishmael, 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, 6 June 1995 at 10:00, of the undermentioned immovable property of the Defendant on the conditions which will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Alberton, at First Floor, Terrace Building, 1 Eaton Terrace Street, New Redruth, Alberton:

The right of leasehold in respect of Erf 9649, Tokoza Extension 2 Township, Registration Division IR, Transvaal, measuring 336 m², held by the Defendant under Certificate of Registered Grant of Leasehold TL23585/89, being 9649 Tokoza, P.O. Tokoza.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The dwelling consists of lounge, three bedrooms, bathroom, w.c. and kitchen.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg this 20th day of April 1995.

Routledges Incorporated, Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z75528/JHBFCLS/Mr McCallum/cvdn.)

Case 644/93 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 **Dhlamini**, **Robert Mangaliso**, First Defendant, and **Dhlamini**, **Madigaan 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 First Floor, Terrace Building, 1 Eaton Terrace Street, New Redruth, Alberton, on Tuesday, 6 June 1995 at 10:00, of the undermentioned immovable property of the Defendants on the conditions which will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Alberton, at First Floor, Terrace Building, 1 Eaton Terrace Street, New Redruth, Alberton:

The right of leasehold in respect of Erf 583, Tokoza Extension 2 Township, Registration Division IR, Transvaal, measuring 216 m², held by the Defendants under Deed of Transfer T41280/88, being 583 Tokoza Extension 2, Tokoza.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The dwelling consists of lounge, two bedrooms, bathroom, w.c. and kitchen.

Terms: 10% (ten per cent) of the purchase price in cash on the day of the sale, the balance payable against registration of transfer, to be secured by a bank, building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the 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 19th day of April 1995.

Routledges Incorporated, Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z63163/JHBFCLS/Mr McCallum/cvdn.)

Case 13810/94 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 Gcolotela, Mfusi, First Defendant, and Gcolotela, Nonthuthuzelo Mildred, 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, 6 June 1995 at 10:00, of the undermentioned immovable property of the Defendants on the conditions which will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Alberton, at First Floor, Terrace Building, 1 Eaton Terrace Street, New Redruth, Alberton:

The right of leasehold in respect of Erf 11242 (previously Erf 571), Tokoza Extension 2 Township, Registration Division IR, Transvaal, measuring 216 m², held by the Defendants under Certificate of Registered Grant of Leasehold TL38429/88, being 571 Tokoza Extension 2, Tokoza.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The dwelling consists of two bedrooms, lounge, 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, 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 20th day of April 1995.

Routledges Incorporated, Plaintiff's Attorneys, First Floor, Colosseum, 41 Kruis Street, Johannesburg. (Tel. 331-0511.) (Ref. Z93344/JHBFCLS/Mr McCallum/cvdn.)

Case 13214/94 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 Mazibuko Petrus, First Defendant, and Mazibuko Beki Sinah, 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, 6 June 1995, at 10:00, of the undermentioned immovable property of the Defendants on the conditions which will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Alberton, at First Floor, Terrace Building, 1 Eaton Terrace Street, New Redruth, Alberton:

The right of leasehold in respect of Erf 9250, Tokoza Extension 2 Township, Registration Division IR, Transvaal, measuring 325 m², held by the Defendants under Certificate of Registered Grant of Leasehold TL55123/88, being 9250 Tokoza Extension 2.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The dwelling consists of: Lounge, three bedrooms, bathroom, w.c. and kitchen.

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

The purchaser shall, on the day of sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand), minimum charges R200 (two hundred rand).

Dated at Johannesburg this 19th day of April 1995.

Routledges Incorporated, Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z76746/JHBFCLS/Mr McCallum/cvdn.)

Case 05179/94 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 Chisale Seuntjie Johannes, First Defendant, and Chisale Mpolokeng Lydia, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court at First Floor, Terrace Building, 1 Eaton Terrace Street, New Redruth, Alberton, on Tuesday, 6 June 1995, at 10:00, of the undermentioned immovable property of the Defendants on the conditions which will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Alberton, at First Floor, Terrace Building, 1 Eaton Terrace Street, New Redruth, Alberton:

The right of leasehold in respect of Lot 8541, Tokoza Township, Registration Division IR, Transvaal, measuring 359 m², held by the Defendants under Certificate of Registered Grant of Leasehold TL18505/87, being 8541 Unit F, Tokoza.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The dwelling consists of: Lounge, two bedrooms, bathroom and kitchen.

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

The purchaser shall, on the day of sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand), minimum charges R200 (two hundred rand).

Dated at Johannesburg this 19th day of April 1995.

Routledges Incorporated, Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z92555/JHBFCLS/Mr McCallum/cvdn.)

Case 17571/94 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 Mhlongo Khazamula Nelson, First Defendant, and Mhlongo Esther Busisiwe, 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, 6 June 1995, at 10:00, of the undermentioned immovable property of the Defendants on the conditions which will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Alberton, at First Floor, Terrace Building, 1 Eaton Terrace Street, New Redruth, Alberton:

The right of leasehold in respect of Erf 11440 (previously Erf 769), Tokoza Extension 2 Township, Registration Division IR, Transvaal, measuring 243 m², held by the Defendants under Certificate of Registered Grant of Leasehold TL31508/88, being 769 Tokoza Extension 2.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The dwelling consists of: Lounge, two bedrooms, bathroom, w.c. and kitchen.

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

The purchaser shall, on the day of 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 19th day of April 1995.

Routledges Incorporated, Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z99093/JHBFCLS/Mr McCallum/cvdn.)

Case 01535/94 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 Mbatha Victor, First Defendant, and Mbatha Mirriam Gloria, 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, 6 June 1995, at 10:00, of the undermentioned immovable property of the Defendants on the conditions which will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Alberton, at First Floor, Terrace Building, 1 Eaton Terrace Street, New Redruth, Alberton:

The right of leasehold in respect of Erf 9293, Tokoza Extension 2 Township, Registration Division IR, Transvaal, measuring 310 m², held by the Defendants under Certificate of Registered Grant of Leasehold TL11050/89, being 9293 Tokoza Extension 2.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The dwelling consists of: Lounge, two bedrooms, bathroom, w.c. and kitchen.

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

The purchaser shall, on the day of 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 19th day of April 1995.

Routledges Incorporated, Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z991104JHBFCLS/Mr McCallum/cvdn.)

Case 32775/93 PH 267

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between ABSA Bank Limited (Allied Bank Division), Plaintiff, and Khumalo, Bertha, 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 Redurth, Alberton, on Tuesday, 6 June 1995 at 10:00, of the undermentioned immovable property of the Defendant on the conditions which will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Alberton, at First Floor, Terrace Building, 1 Eaton Terrace Street, New Redruth, Alberton:

The right of leasehold in respect of Erf 9260, Tokoza Extension 2, Registration Division IR, Transvaal, measuring 315 m², held by the Defendants under Certificate of Registered Grant of Leasehold TL55371/88, being 9260 Tokoza Extension 2, P.O. Tokoza.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The dwelling consists of lounge, two bedrooms, bathroom, w.c. and kitchen.

Terms: 10% (ten per cent) of the purchase price in cash on the day of the sale, the balance payable against registration of transfer, to be secured by a bank, 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 21st day of April 1995.

Routledges Incorporated, Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z79602/JHBFCLS/Mr McCallum/cvdn.)

Case 13811/94 PH 267

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between ABSA Bank Limited (Allied Bank Division), Plaintiff, and Shabalala, Thembisile Ncane, 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 Redurth, Alberton, on Tuesday, 6 June 1995 at 10:00, of the undermentioned immovable property of the Defendant on the conditions which will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Alberton, at First Floor, Terrace Building, 1 Eaton Terrace Street, New Redruth, Alberton:

The right of leasehold in respect of Erf 9045, Tokoza, Registration Division IR, Transvaal, measuring 357 m², held by the Defendant under Certificate of Registered Grant of Leasehold TL44281/89, being Erf 9045, Tokoza, P.O. Tokoza.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The dwelling consists of lounge, three bedrooms, bathroom, w.c. and kitchen.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg this 21st day of April 1995.

Routledges Incorporated, Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z97562/JHBFCLS/Mr McCallum/cvdn.)

Case 12335/94 PH 267

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between ABSA Bank Limited (Allied Bank Division), Plaintiff, and Motseki, Elizabeth, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court at First Floor, Terrace Building, 1 Eaton Terrace Street, New Redurth, Alberton, on Tuesday, 6 June 1995 at 10:00, of the undermentioned immovable property of the Defendant on the conditions which will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Alberton, at First Floor, Terrace Building, 1 Eaton Terrace Street, New Redruth, Alberton:

The right of leasehold in respect of Erf 11607 (previously Erf 936), Tokoza Extension 2 Township, Registration Division IR, Transvaal, measuring 187 m², held by the Defendant under Certificate of Registered Grant of Leasehold TL9491/89, being 936 Tokoza Extension 2, P.O. Tokoza.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The dwelling consists of lounge, two bedrooms, bathroom, w.c. and kitchen.

Terms: 10% (ten per cent) of the purchase price in cash on the day of the sale, the balance payable against registration of transfer, to be secured by a bank, 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 21st day of April 1995.

Routledges Incorporated, Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z96963/JHBFCLS/Mr McCallum/cvdn.)

Case 12487/94 PH 267

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

In the matter between ABSA Bank Limited (Allied Bank Division), Plaintiff, and Sithole, Alfred Mpo, First Defendant, and Sithole, Angelina Dieketseng, 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 Redurth, Alberton, on Tuesday, 6 June 1995 at 10:00, of the undermentioned immovable property of the Defendants on the conditions which will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Alberton, at First Floor, Terrace Building, 1 Eaton Terrace Street, New Redruth, Alberton:

The right of leasehold in respect of Erf 8771, Tokoza Township, Registration Division IR, Transvaal, measuring 330 m², held by the Defendants under Deed of Transfer TL51868/93, being 8771 Tokoza Gardens, Tokoza.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The dwelling consists of lounge, two bedrooms, bathroom, w.c. and kitchen.

Terms: 10% (ten per cent) of the purchase price in cash on the day of the sale, the balance payable against registration of transfer, to be secured by a bank, building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the 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 21st day of April 1995.

Routledges Incorporated, Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z96770/JHBFCLS/Mr McCallum/cvdn.)

Case 27811/92 PH 267

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (United Bank Division), formerly known as United Bank Limited and prior to that United Building Society Limited, and previously United Building Society, Plaintiff, and **Thabede**, **Reginald**, First Defendant, and **Thabede**, **Jacobeth**, 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, 1 June 1995 at 10:00, of the undermentioned immovable property of the Defendants on the conditions which will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Johannesburg West, at Second Floor, 32 Von Brandis Street, Johannesburg:

The right of leasehold in respect of Site 140, Diepkloof Extension, measuring 392 m², held by the Defendants under Certificate of Right of Leasehold TL26156/85, being 140 Diepkloof, Orlando, Johannesburg.

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 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, 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 11th day of April 1995.

Routledges Incorporated, Plaintiff's Attorneys, Fifth Floor, Colosseum, 41 Kruis Street, Johannesburg. (Tel. 331-0511.) (Ref. Z56904/JHBFCLS/Mr McCallum/cvdn.)

Case 26286/94 PH 267

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Mswane, Nhlanhla Michael**, First Defendant, and **Mswane, Cynthia Nombulelo**, 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, 1 June 1995 at 10:00, of the undermentioned immovable property of the Defendants on the conditions which will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Johannesburg West, at Second Floor, 32 Von Brandis Street, Johannesburg:

The right of leasehold in respect of Erf 1320, Dube Township, Registration Division IQ, Transvaal, measuring 453 m², held by the Defendants under Certificate of Registered Grant of Leasehold TL3341/1989, being 1320 Dube Village, P.O. Dube.

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 this 11th day of April 1995.

Routledges Incorporated, Plaintiff's Attorneys, Fifth Floor, Colosseum, 41 Kruis Street, Johannesburg. (Tel. 331-0511.) (Ref. ZA0406/JHBFCLS/Mr McCallum/cvdn.)

Case 05840/92 PH 267

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between ABSA Bank Limited (United Bank Division), formerly known as United Bank Limited and prior to that United Building Society Limited, and previously United Building Society, Plaintiff, and Rangoanashe, Mapodiana Johannes, First Defendant, and Rangoanashe, P., 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, 1 June 1995 at 10:00, of the undermentioned immovable property of the Defendants on the conditions which will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Johannesburg West, at Second Floor, 32 Von Brandis Street, Johannesburg:

The right of leasehold in respect of Erf 1935, Mapetla Extension 1 Township, Registration Division IQ, Transvaal, measuring 229 m², held by the Defendants under Certificate of Registered Grant of Leasehold TL17962, being 1935 Thwene Street, Mapetla Extension 2, Tshiawelo.

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, garage, outside w.c. and study.

Terms: 10% (ten per cent) of the purchase price in cash on the day of the sale, the balance payable against registration of transfer, to be secured by a bank, 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 11th day of April 1995.

Routledges Incorporated, Plaintiff's Attorneys, Fifth Floor, Colosseum, 41 Kruis Street, Johannesburg. (Tel. 331-0511.) (Ref. Z44059/JHBFCLS/Mr McCallum/cvdn.)

Case 23017/92 PH 267

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between ABSA Bank Limited (United Bank Division), formerly known as United Bank Limited and prior to that United Building Society Limited, and previously United Building Society, Plaintiff, and Mthethwa, Strike Petrus, First Defendant, and Mthethwa, Sophie, 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, 1 June 1995 at 10:00, of the undermentioned immovable property of the Defendants on the conditions which will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Johannesburg West, at Second Floor, 32 Von Brandis Street, Johannesburg:

The right of leasehold in respect of Erf 12239, Meadowlands Township, Registration Division IQ, Transvaal, measuring 231 m², held by the Defendants under Certificate of Registered Grant of Leasehold TL8664/89, being 12239 Zone 9, Meadowlands, Johannesburg.

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 and kitchen.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg this 11th day of April 1995.

Routledges Incorporated, Plaintiff's Attorneys, Fifth Floor, Colosseum, 41 Kruis Street, Johannesburg. (Tel. 331-0511.) (Ref. Z53764/JHBFCLS/Mr McCallum/cvdn.)

Case 34241/93 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 Cindi, Thokozile Constance, 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, 1 June 1995 at 10:00, of the undermentioned immovable property of the Defendant on the conditions which will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Johannesburg North, at 131 Marshall Street, Johannesburg:

Section 5, as shown and more fully described on Sectional Plan SS94/1985, in the building or buildings known as Da Gama Court, situated at Johannesburg Township, Local Authority of Johannesburg, and an undivided share in the common property in the land and building or buildings as shown and more fully described on the sectional plan apportioned to the said section in accordance with the participation quota of the said section, measuring 81 m², held by the Defendant under Certificate of Registered Sectional Title ST94/1985 (5) (Unit), being Unit 5, Da Gama Court, Caroline Street, Hillbrow, Johannesburg.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The dwelling consists of entrance hall/dining-room, lounge, bedroom, kitchen and bathroom/w.c.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to a price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg this 11th day of April 1995.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z79105/Mr McCallum/Ms Isola/cvdn.)

Case 02432/94 PH 267

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between ABSA Bank Limited (Allied Bank Division), Plaintiff, and Mtshall, Thembi Heavygale, 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, 1 June 1995 at 10:00, of the undermentioned immovable property of the Defendant on the conditions which will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Johannesburg East, at 131 Marshall Street, Johannesburg:

Erf 117, South Kensington Township, Registration Division IR, Transvaal, measuring 495 m², held by the Defendant under Deed of Transfer T29956/92, being 159 Queens Street, Kensington, 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, dining-room, kitchen, laundry, w.c., bathroom/w.c., servant's room, w.c. and carport.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg this 12th day of April 1995.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z90795/JHBFCLS/Mr McCallum/cvdn.)

Case 8034/94 PH 267

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between ABSA Bank Limited (Allied Bank Division), Plaintiff, and Van Zyl, Agnes Clare Cecilia, 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, 1 June 1995 at 10:00, of the undermentioned immovable property of the Defendant on the conditions which will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Johannesburg South, at 100 Sheffield Street, Turffontein:

Erf 612, Ridgeway Extension 3 Township, Registration Division IR, Transvaal, measuring 1 000 m², held by the Defendant under Deed of Transfer T37277/81, being 104 Hendrina Street, Ridgeway Extension 3, Johannesburg.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The dwelling consists of entrance hall, dining-room, three bedrooms, two bathrooms/w.c., outside w.c. and patio.

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

The purchaser shall, on the day of 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 12th day of April 1995.

Routledges Inc., Plaintiff's Attorneys, First Floor, Colosseum, 41 Kruis Street, Johannesburg. (Tel. 331-0511.) (Ref. Z93176/JHBFCLS/Mr McCallum/cvdn.)

Case 15305/94 PH 267

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Da Silva, Jose Carlos Torres**, First Defendant, and **Da Silva, Dilia Maria Aguiar**, 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, 1 June 1995 at 10:00, of the undermentioned immovable property of the Defendants on the conitions which will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Johannesburg South, at 100 Sheffield Street, Turffontein:

Portion 3 of Erf 4, Oakdene Township, Registration Division IR, Transvaal, measuring 991 m², held by the Defendants under Deed of Transfer T50075/89, being 3 Hartjies Street, Oakdene.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The dwelling consists of entrance hall, louge, dining-room, three bedrooms, bathrooms/w.c., two w.c.'s/showers, kitchen, scullery/pantry, study, patio, w.c. and swimming-pool.

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 12th day of April 1995.

Routledges Inc., Plaintiff's Attorneys, First Floor, Colosseum, 41 Kruis Street, Johannesburg. (Tel. 331-0511.) (Ref. Z98493/JHBFCLS/Mr McCallum/cvdn.)

Case 13225/94 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 **Nkosi**, **Jabulani Josiah**, 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, 31 May 1995 at 10:00, of the undermentioned immovable property of the Defendant on the conditions which will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Krugersdorp, at 22B Ockerse Street, Krugersdorp.

The right of leasehold in respect of Erf 9536, Kagiso Township, Registration Division IQ, Transvaal, measuring 260 m², held by the Defendant under Certificate of Right of Leasehold TL26099/1991, being 9536 Kagiso.

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

The dwelling consists of lounge, two 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 the 12th day of April 1995.

Routledges Incorporated, Plaintiff's Attorneys, First Floor, Colosseum, 41 Kruis Street, Johannesburg. (Tel. 331-0511.) (Ref. Z97383/WRFCLS/Mr Brewer/djl.)

Case 15327/94 PH 267

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between ABSA Bank Limited (Allied Bank Division), Plaintiff, and Sekete, Oupa Ivonne, First Defendant, and Sekete, Grace Rebecca, 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's Court, Pollock Street, Randfontein, on Friday, 2 June 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 3 Railway Street, Randfontein:

The right of leasehold in respect of Erf 3425, Mohlakeng Township, Registration Division IQ, Transvaal, measuring 277 m² held by the Defendants under Certificate of Right of Leasehold TL9144/1993, being 3425 Mohlakeng.

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, 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 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 the 13th day of April 1995.

Routledges Incorporated, Plaintiff's Attorneys, First Floor, Colosseum, 41 Kruis Street, Johannesburg. (Tel. 331-0511.) (Ref. Z98290/WRFCLS/Mr Brewer/djl.)

Case 12318/94 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 Khanyi, Zachariah Kinela, First Defendant, and Khanyi, Musawenkosi 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 the office of De Klerk Vermaak & Partners, Overvaal, 28 Kruger Street, Vereeniging, on Thursday, 1 June 1995 at 10:00, of the undermentioned immovable property of the Defendants on the conditions which will lie for inspection, prior to the sale, at the office of De Klerk Vermaak & Partners, Overvaal, 28 Kruger Street, Vereeniging:

Erf 48, Homer Township, Registration Division IQ, Transvaal, measuring 1 024 m², held by the Defendants under Deed of Transfer T3826/1993, being 9 Britz Street, Homer.

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/toilets, kitchen, double garage, shower/toilet and work area.

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 the 13th day of April 1995.

Routledges Incorporated, Plaintiff's Attorneys, First Floor, Colosseum, 41 Kruis Street, Johannesburg. (Tel. 331-0511.) (Ref. Z96798/WRFCLS/Mr Brewer/djl.)

Case 28271/93 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 Spasojevic, Tomislav, 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, 2 June 1995 at 10:00, of the undermentioned immovable property of the Defendant on the conditions which will lie for inspection, prior to the sale, at the main entrance hall of the Magistrate's Court, General Hertzog Street, Vanderbijlpark:

Section 1 as shown and more fully described on Sectional Plan SS264/1991 in the scheme known as Bella Domus in respect of the land and building or building situated at Erf 7 in the Township of Vanderbijlpark, Town Council of Vanderbijlpark, and an undivided share in the common property in the land and building or buildings as shown and more fully described on the sectional

plan apportioned to the said section in accordance with the participation quota of the said section, measuring 69 m², held by the Defendant under Certificate of Registered Sectional Title ST23451/1993, being 1 Bella Domus, Kelvin Boulevard, Vanderbijlpark.

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

The dwelling consists of entrance hall, lounge, dining-room, bedroom, bathroom/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 the 13th day of April 1995.

Routledges Incorporated, Plaintiff's Attorneys, First Floor, Colosseum, 41 Kruis Street, Johannesburg. (Tel. 331-0511.) (Ref. Z76477/WRFCLS/Mr Brewer/djl.)

Case 15058/94 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 Mbele, Makwete Samuel, First Defendant, and Mbele, Mamokete Belina, 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, 6 June 1995 at 10:00 of the undermentioned immovable property of the Defendants on the conditions which will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Alberton, at First Floor, Terrace Building, 1 Eaton Terrace Street, New Redruth, Alberton:

The right of leasehold in respect of Erf 11230 (previously Erf 559), Tokoza Extension 2 Township, Registration Division IR, Transvaal, measuring 225 m², held by the Defendants under Certificate of Registered Grant of Leasehold TL31064/88, being Stand 559, Tokoza Extension 2, Tokoza.

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

The dwelling consists of lounge, two bedrooms, bathroom, w.c. and kitchen.

Terms: 10% (ten per cent) of the purchase price in cash on the day of the sale; the balance payable against registration of transfer, to be secured by a bank or building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the 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 the 19th day of April 1995.

Routledges Incorporated, Plaintiff's Attorneys, First Floor, Colosseum, 41 Kruis Street, Johannesburg. (Tel. 331-0511.) (Ref. Z98303/JHBFCLS/Mr McCallum/cvdn.)

Case 33911/94 PH 222

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between NBS Bank Limited, Defendant, and 23 Sundowner Lakes CC, First Defendant, and De Aguiar, Anthony, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above action, a sale as a unit without a reserve price will be held at the office of the Sheriff, Randburg, 9 Elna Randhof, corner of Blairgowrie and Selkirk Avenues, Blairgowrie, on 6 June 1995 at 10:00 of the undermentioned property of the Defendants on the conditions to be read by the auctioneer at the time of the sale, which conditions will lie for inspection prior to the sale at the offices of the Sheriff, Randburg, 9 Elna Randhof, corner of Blairgowrie and Selkirk Avenues, Blairgowrie:

Being Section 23, Sundowner Lakes Extension 4, situated at Unit 23, Sundowner Lakes, Taurus Road, Sundowner Extension 4, measuring 73 square metres, Registration Division, Local Authority Town Council of Randburg, Transvaal, held by the First Defendant under Title Deed ST34542/94.

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

Townhouse in complex consisting of lounge, dining-room, kitchen, two bedrooms, bathroom, shower and toilet, patio and carport, communal swimming-pool and store-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, a guarantee to be furnished within 14 (fourteen) days from the date of sale.

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

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

Bezuidenhout Van Zyl Inc., Third Floor, Surrey Place, 295 Surrey Avenue, Randburg. (Tel. 789-3050.) (Ref. Mr Fourie/sc.) C/o Van der Westhuizen Crouse & Venter, Ninth Floor, North State Building, corner of Market and Kruis Streets, Johannesburg.

Case 30388/93

PH 222

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between NBS Bank Limited, Defendant, and Van der Merwe, Carel Lodewyk, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above action, a sale as a unit without a reserve price will be held at the office of the Sheriff, Randburg, 9 Elna Randhof, corner of Blairgowrie and Selkirk Avenues, Blairgowrie, Randburg, on 6 June 1995 at 10:00 of the undermentioned property of the Defendant on the conditions to be read by the auctioneer at the time of the sale, which conditions will lie for inspection prior to the sale at the offices of the Sheriff, Randburg, 9 Elna Randhof, corner of Blairgowrie and Selkirk Avenues, Blairgowrie, Randburg:

Being 735 Fontainebleau, situated at 69 Percy Road, Fontainebleau, measuring 1 847 square metres, Registration Division IQ, held by the Defendant under Title Deed T43193/93.

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

Single-storey dwelling-house under IBR, consisting of lounge, dining-room, kitchen, four bedrooms, two bathrooms, shower, two toilets, family-room, two garages, servant's room, toilet, shower and swimming-pool.

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

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

Dated at Randburg on this the 24th day of April 1995.

Bezuidenhout Van Zyl Inc., Third Floor, Surrey Place, 295 Surrey Avenue, Randburg. (Tel. 789-3050.) (Ref. Mr Fourie/sc.) C/o Van der Westhuizen Crouse & Venter, Ninth Floor, North State Building, corner of Market and Kruis Streets, Johannesburg.

Case 4511/91

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

In the matter between ABSA Bank Limited (Allied Bank Division), Plaintiff, and Ntsizwa Phillip Mavuso, First Defendant, married in community of property to Mamosebetsi Ruth Mavuso, Second Defendant

In pursuance of a judgment in the Court of the Magistrate, Alberton, dated 22 July 1991 and writ of execution dated 27 February 1995, the following property will be sold in execution on Wednesday, 31 May 1995 at 10:00, at the offices of the Sheriff of the Magistrate Court, Johriahof, Du Plessis Street, Alberton, to the highest bidder, viz.:

Certain all right, title and interest in the leasehold in respect of Erf 11451, Tokoza Extension 2 Township (previously Erf 780, Tokoza Extension 2), Registration Division IR, the Province of Pretoria—Witwatersrand—Vereeniqing.

Street address: 11451 Tokoza Extension 2 (previously 780 Tokoza Extension 2), measuring 225 square metres, held under Certificate of Registered Grant of Leasehold TL7204/1989 dated 10 February 1989.

Zoning: Residential.

Special use or exemptions: None.

The Judgment Creditor describes the improvements on the property, without any warranties, as follows:

Main building: Kitchen, bedroom bathroom and lounge. Outbuildings: None.

- 1. Terms: 10% (ten per cent) of the purchase price in cash at the sale, the balance plus interest at 19,75% (one nine comma seven five per cent), payable to date of payment, against registration of transfer, to be secured by a bank or building society guarantee to be furnished within 30 (thirty) days from the date of sale.
- 2. Conditions of sale, which will be read immediately prior to the sale, are lying for inspection at the offices of the Messenger of the Court,

Dated at Alberton on this the 24th day of April 1995.

B. J. van der Walt & Schoeman, Plaintiff's Attorneys, First Floor, Allied House, 36 The Boulevard, Alberton. (Tel. 907-2329, 907-2359.) (Ref. Miss D. Meyer.)

Case 9023/92

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

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Daniel Matthys Johannes Coetzer**, First Defendant, and **Leoni Coetzer**, Second Defendant

In pursuance of a judgment in the Court of the Magistrate, Alberton, dated 6 November 1992, and writ of execution dated 10 March 1995, the following property will be sold in execution on Wednesday, 31 May 1995 at 10:00, at the offices of the Sheriff of the Magistrate's Court, Johriahof, Du Plessis Street, Alberton, to the highest bidder, viz:

Certain Erf 2038, Albertsdal Extension 7 Township, Registration Division IR, the Province of Pretoria-Witwatersrand-Vereeniging.

Street address: 8 Platberg Street, Albertsdal, Alberton, measuring 856 square metres, held by Deed of Transfer T6454/1991 dated 19 February 1991.

Zoning: Residential.

Special use or exemptions: None.

The Judgment Creditor describes the improvements on the property, without any warranties, as follows:

Main buildings: Lounge, kitchen, three bedrooms, bathroom, dining-room and entrance hall.

Outbuildings: Garage.

- 1. Terms: 10% (ten per cent) of the purchase price in cash at the sale, the balance plus interest at 17,25% (seventeen comma two five per cent), payable to date of payment, against registration of transfer, to be secured by a bank or building society guarantee to be furnished within 30 (thirty) days from the date of sale.
- 2. Conditions of sale, which will be read immediately prior to the sale, are lying for inspection at the offices of the Messenger of the Court.

Dated at Alberton on this 24th day of April 1995.

B. J. van der Walt & Schoeman, Plaintiff's Attorney, First Floor, Allied House, 36 The Boulevard, Alberton. (Tel. 907-2329, 907-2359.) (Ref. Miss D. Meyer.)

Case 9076/90

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

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Vukile Wellington Danster**, First Defendant, married in community of property to **Joyce Nomathemba Danster**, Second Defendant

In pursuance of a judgment in the Court of the Magistrate, Alberton, dated 20 December 1990 and writ of execution dated 27 February 1995, the following property will be sold in execution on Wednesday, 31 May 1995 at 10:00, at the offices of the Sheriff of the Magistrate Court, Johriahof, Du Plessis Street, Alberton, to the highest bidder, viz:

Certain all right, title and interest in the leasehold in respect of Erf 11493, Tokoza Extension 2 Township (previously Erf 822, Tokoza Extension 2).

Street address: 11493 Tokoza Extension 2 (previously 822 Tokoza Extension 2), measuring 243 square metres, held under Certificate of Registered Grant of Leasehold TL51697/1988, dated 1 December 1988.

Zoning: Residential.

Special use or exemptions: None.

The Judgment Creditor describes the improvements on the property, without any warranties, as follows:

Main building: Lounge, kitchen, two bedrooms and bathroom.

Outbuildings: None.

- 1. Terms: 10% (ten per cent) of the purchase price in cash at the sale, the balance plus interest at 20,75% (twenty comma seven five per cent), payable to date of payment, against registration of transfer, to be secured by a bank or building society guarantee to be furnished within 30 (thirty) days from the date of sale.
- 2. Conditions of sale, which will be read immediately prior to the sale, are lying for inspection at the offices of the Messenger of the Court.

Dated at Alberton on this 24th day of April 1995.

B. J. van der Walt & Schoeman, Plaintiff's Attorney, First Floor, Allied House, 36 The Boulevard, Alberton. (Tel. 907-2329, 907-2359.) (Ref. Miss D. Meyer.)

Case 2860/91

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

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Lemena Frans Khati**, First Defendant, married in community of property to **Mosimudi Emily Khati**, Second Defendant

In pursuance of a judgment in the Court of the Magistrate, Alberton, dated 26 April 1991, and writ of execution dated 1 March 1995, the following property will be sold in execution on Wednesday, 31 May 1995 at 10:00, at the offices of the Sheriff of the Magistrate's Court, Johriahof, Du Plessis Street, Alberton, to the highest bidder, viz:

Certain all right, title and interest in the leasehold in respect of Erf 10961, Tokoza Extension 2 Township (previously Erf 290, Tokoza).

Street address: 10961 Tokoza Extension 2 (previously 290 Tokoza), measuring 260 square metres, held under Certificate of Registered Grant of Leasehold TL16268/1989 dated 11 April 1989.

Zoning: Residential.

Special use or exemptions: None.

The Judgment Creditor describes the improvements on the property, without any warranties, as follows:

Main building: Lounge, kitchen, two bedrooms and bathroom.

Outbuildings: None.

- 1. Terms: 10% (ten per cent) of the purchase price in cash at the sale, the balance plus interest at 20,75% (twenty comma seven five per cent), payable to date of payment, against registration of transfer, to be secured by a bank or building society guarantee to be furnished within 30 (thirty) days from the date of sale.
- 2. Conditions of sale, which will be read immediately prior to the sale, are lying for inspection at the offices of the Messenger of the Court.

Dated at Alberton on this 24th day of April 1995.

B. J. van der Walt & Schoeman, Plaintiff's Attorney, First Floor, Allied House, 36 The Boulevard, Alberton. (Tel. 907-2329, 907-2359.) (Ref. Miss D. Meyer.)

Case 2944/92

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

In the matter between ABSA Bank Limited (Allied Bank Division), Plaintiff, and Madford Teyise Kelly, First Defendant, and Maria Kelly, Second Defendant

In pursuance of a judgment in the Court of the Magistrate, Alberton, dated 14 May 1992, and writ of execution dated 22 July 1994, the following property will be sold in execution on Wednesday, 31 May 1995 at 10:00, at the offices of the Sheriff of the Magistrate's Court, Johriahof, Du Plessis Street, Alberton, to the highest bidder, viz:

Certain Erf 1268, Eden Park Township, Registration Division IR, the Province of Pretoria-Witwatersrand-Vereeniging.

Street address: 3 Fiat Street, Eden Park, Alberton, measuring 400 square metres, held by Deed of Transfer T45973/1988 dated 1 November 1988.

Zoning: Residential.

Special use or exemptions: None.

The Judgment Creditor describes the improvements on the property, without any warranties, as follows:

Main building: Lounge, kitchen, two bedrooms and bathroom.

Outbuildings: None.

- 1. Terms: 10% (ten per cent) of the purchase price in cash at the sale, the balance plus interest at 19% (nineteen per cent), payable to date of payment, against registration of transfer, to be secured by a bank or building society guarantee to be furnished within 30 (thirty) days from the date of sale.
- 2. Conditions of sale, which will be read immediately prior to the sale, are lying for inspection at the offices of the Messenger of the Court.

Dated at Alberton on this 24th day of April 1995.

B. J. van der Walt & Schoeman, Plaintiff's Attorneys, First Floor, Allied House, 36 The Boulevard, Alberton. (Tel. 907-2329, 907-2359.) (Ref. Miss D. Meyer.)

Saak 61/95

IN DIE LANDDROSHOF VIR DIE DISTRIK WATERBERG GEHOU TE NYLSTROOM

In die saak tussen ABSA Bank Beperk, handeldrywende as United Bank, Eiser, en Heysteck Stephanus Johannes Marthinus, Verweerder

Ingevolge 'n vonnis van bogemelde Hof gedateer 6 Februarie 1995, en 'n lasbrief vir eksekusie uitgereik, sal die volgende eiendom in eksekusie verkoop word te die Landdroskantore, Van Emmenisstraat, Nylstroom, op Vrydag, 26 Mei 1995 om 10:00, aan die hoogste bieder:

Erf 573, geleë in die dorp van Nylstroom-uitbreiding 4, Registrasieafdeling KR, Transvaal, en beter bekend as Smitstraat 15, Nylstroom, groot 3 420 (drieduisend vierhonderd en twintig vierkante meter).

Kort beskrywing van eiendom: Geen waarborge in die verband word gegee nie.

Terme: 10% (tien persent) van die koopprys is in kontant of per bankgewaarborgde tjek op die dag van die verkoping betaalbaar. Die balans tesame met rente daarop teen 16,25% (sestien komma twee vyf persent) per jaar vanaf datum van besitname is betaalbaar op datum van registrasie van transport van die eiendom in naam van die koper en moet 'n bank- en/of bouvereniging of ander aanneembare waarborg binne 14 (veertien) dae vanaf datum van die verkoping verskaf word.

Verkoopkommissie is betaalbaar aan die Balju deur die koper.

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

Geteken te Nylstroom op hierdie 13de dag van April 1995.

G. H. Brits, vir Herman Brits Ing., Maranathagebou 2, Potgieterstraat, Nylstroom. (Verw. mnr. Brits/HW/10230.)

Saak 8191/93

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

In die saak tussen NBS Bank Beperk, voorheen bekend as Natal Bouvereniging Beperk, Eiser, en Dithomo Solomon Matemotsa, Eerste Verweerder, en Mapitso Ivy Matemotsa, Tweede Verweerder

Ingevolge 'n vonnis toegestaan in die Hof vir die Landdroshof van Kempton Park, en 'n lasbrief vir eksekusie gedateer 2 Julie 1993, eiendom hieronder uiteengesit en in eksekusie verkoop op 8 Junie 1995 om 10:00, by die Baljukantore, Parkstraat 8, Kempton Park, aan die hoogste bieër:

Reg, titel en belang gehou deur Verweerder oor: Sekere Erf 532, Lekaneng-dorpsgebied, Registrasieafdeling IR, Transvaal, in die distrik Kempton Park, 275 m² (tweehonderd vyf-en-sewentig) vierkante meter groot.

Die volgende word aangekondig, maar geen waarborg in verband daarmee word verskaf nie: Drie slaapkamers, badkamer, toilet, eetkamer, kombuis en teëldak.

Voorwaardes van verkoping:

- 1. Die koopprys sal betaalbaar wees synde 'n deposito in kontant van 10% (tien persent) en die balans teen registrasie van transport.
- 2. Die volle voorwaardes van verkoping sal gelees word onmiddellik voor die verkoping, en sal ter insae lê by die kantoor van die Balju, Kempton Park. 'n Substansiële banklening mag vir 'n goedgekeurde koper toegestaan word met vooraf goedkeuring.

Aldus gedoen en geteken te Kempton Park op hede hierdie 12de dag van April 1995.

D. Oosthuizen, vir Nel & Oosthuizen, Eerste Verdieping, Gert Nelgebou, Kemptonweg 20, Kempton Park. (Verw. EML/sv/M172/MIM884.)

Case 460/95

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

In the matter between **First National Bank of SA Limited**, Plaintiff, and **Ernst Ludwig Reyneke**, First Defendant, and **Zelda Reyneke**, Second Defendant

In pursuance of a judgment of the above Honourable Court, dated 9 March 1995, the following property will be sold in execution on Friday, 2 June 1995 at 11:15, at the Sheriff's Office, 182 Leeuwpoort Street, Boksburg, to the highest bidder viz:

Portion 4, of Erf 39, Witfield Township, Registration Division IR, Transvaal, measuring 949 (nine hundred and forty-nine) square metres, being 18 Abrahamson Street, Witfield, Boksburg.

Comprising single storey dwelling, entrance hall, lounge, family room, dining-room, kitchen, three bedrooms, two bathrooms, two toilets, two garages, outside toilet and tiled 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 28th day of April 1995.

A. L. Freedman, for M. Levine and Freedman, 201 5 United Building, 177 President Street, P.O. Box 289, Germiston. (Tel. 873-8914/5.) [Ref. Mr Freedman/OS/30478 (G).]

Case 8268/91

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

In the matter between **Bankorp Beperk,** trading as Trustbank, Execution Creditor, and **De Wet, J. N. W,** Identity Number 5009015070007, Execution Debtor

In pursuance of a judgment in the above Honourable Court, and a warrant of execution dated 20 May 1994, the following property will be sold in execution by the Sheriff of the Magistrate's Court, Boksburg, on Friday, 2 June 1995 at 11:15, on the premises of Sheriff, namely:

Erf 71, Vandykpark, Boksburg, Registration Division IR, Transvaal, measuring 763 (seven hundred and sixty-three) square metres, held under Deed of Transfer T21840/1993, and also known as 74 Holly Street, Vandykpark, Boksburg.

Material conditions of sale

- 1. The property shall be sold without a reserve price and to the highest bidder and shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder, the conditions of the title deed in so far as these are applicable and further subject to the conditions of sale which are referred to in paragraph 4 hereof.
 - 2. The following improvements on the property are reported, but nothing is guaranteed:

Main building: Dwelling consisting of lounge, dining-room, kitchen, three bedrooms, bathroom with toilet.

Other: Carport.

(No improvements to said property are guaranteed).

3. 10% (ten per cent) of the purchase price and auctioneer's charges in cash or by way of bank guaranteed cheque on the day of the sale, and the balance plus interest at 15,25% (fifteen comma two five per cent) per annum payable against registration of transfer, to be secured by a bank or building society or other acceptable guarantee to be furnished to the Sheriff of the Court, within 21 days of date of sale.

4. The full conditions of sale may be inspected at the offices of the Sheriff of the Magistrate's Court, Boksburg, at 182 Leeuwpoort Street, Boksburg. [Tel. (011) 52-7620/9.]

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

L. J. Meyer, for Steenkamp, Theart, Du Plessis, Mey, Execution Creditor's Attorneys, Second Floor, Gert Nel Building, 20 Kempton Road, Kempton Park; P.O. Box 4435, Kempton Park, 1620. (Tel. 394/3260/1/2/7.) (Ref. K6678/NS/MS.)

Case 1347/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF HEIDELBERG (TVL) HELD AT HEIDELBERG (TVL)

In the matter between ABSA Bank Limited, trading as Trustbank, Execution Creditor, and Petronella Rosslee,
Execution Debtor

In pursuance of a judgment in the above Honourable Court, and a warrant of execution dated 12 October 1994, the following property will be sold in execution by the Sheriff of the Magistrate's Court, Barberton, on Friday, 2 June 1995 at 10:00, and from the premises of the Sheriff, namely:

Erf 1430, Marloth Park Holiday Township, Registration Division JU, Pretoria, Transvaal, measuring 1 972 (one thousand nine hundred and seventy-two) square metres, held under Deed of Transfer T22868/1978, also known as 1430 Kameelperd Avenue, Marloth Park.

Material conditions of sale:

- 1. The property shall be sold without a reserve price and to the highest bidder and shall be subject to the terms and conditions of the Magistrates' Courts Act, and the rules made thereunder, the conditions of the title deed insofar as these are applicable and further subject to the conditions of sale which are referred to in paragraph 4 hereof.
 - 2. The following improvements on the property are reported, but nothing is guaranteed: Unimproved property.
- 3. 10% (ten per cent) of the purchase price and Sheriff's charges in cash or by way of bank-guaranteed cheque on the day of sale, and the balance plus interest at 24% (twenty-four per cent) per annum payable against registration of transfer, to be secured by a bank or building society or other acceptable guarantee to be furnished to the Sheriff of the Court, within 21 days of the date of sale.
- 4. The full conditions of sale may be inspected at the offices of the Sheriff of the Magistrate's Court, Barberton, at 103 Sheba Road, Barberton, Tel. (01314) 2-4747.

Dated at Kempton Park on 2 June 1995.

L. Meyer, for Steenkamp, Theart & Mey, Execution Creditor's Attorneys, Second Floor, Gert Nel Building, 20 Kempton Road, P.O. Box 4435, Kempton Park, 1620. (Ref. K4603/LM/rg.)

Saak 14126/94

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

In die saak tussen NBS Bank Beperk (voorheen bekend as Natal Bouvereniging Beperk), Eiser, en Ledwaba Lee Mphela, Eerste Verweerder, en Catherine Memelane Mphela, Tweede Verweerder

Ingevolge 'n vonnis toegestaan in die Hof vir die Landdroshof van Kempton Park, en 'n lasbrief vir eksekusie gedateer 17 Maart 1995, eiendom hieronder uiteengesit en in eksekusie verkoop op 8 Junie 1995 om 10:00, by die Balju Kantore, Parkstraat 8, Kempton Park, aan die hoogste bieër:

Reg, titel en belang gehou deur Verweerders oor Sekere Perseel 132, Elindinga-dorpsgebied, Registrasieafdeling IR, Transvaal, in die distrik Kempton Park, 300 (driehonderd) vierkante meter groot, die volgende word aangekondig, maar geen waarborg in verband daarmee word verskaf nie: Drie slaapkamers, badkamer, toilet, sitkamer, eetkamer, kombuis en teëldak.

Voorwaardes van verkoping.

- 1. Die koopprys sal betaalbaar wees synde 'n deposito in kontant van 10% (tien persent) en die balans teen registrasie van transport.
- 2. Die volle voorwaardes van verkoping sal gelees word onmiddellik voor die verkoping, en sal ter insae lê by die kantoor van die Balju, Kempton Park. 'n Substansiële banklening mag vir 'n goedgekeurde koper toegestaan word met vooraf goedkeuring.

Aldus gedoen en geteken te Kempton Park op hede hierdie 19de dag van April 1995.

E. M. Liebenberg, vir Nel & Oosthuizen Prokureurs, Eerste Verdieping, Gert Nelgebou, Kemptonweg 20, Kempton Park. (Verw. EML/sv/M209/MIM949.)

Saak 14691/94

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

In die saak tussen NBS Bank Beperk (voorheen bekend as Natal Bouvereniging Beperk), Eiser, en Kuvhanganani Amos Nesane, Verweerder

Ingevolge 'n vonnis toegestaan in die Hof vir die Landdroshof van Kempton Park, en 'n lasbrief vir eksekusie gedateer 13 Maart 1995, eiendom hieronder uiteengesit en in eksekusie verkoop op 8 Junie 1995 om 10:00, by die Balju Kantore, Parkstraat 8, Kempton Park, aan die hoogste bieër:

Reg, titel en belang gehou deur Verweerder oor Sekere Perseel 7, Elindinga-dorpsgebied, Registrasieafdeling IR, Transvaal, in die distrik Kempton Park, 225 (tweehonderd vyf-en-twintig) vierkante meter groot, die volgende word aangekondig, maar geen waarborg in verband daarmee word verskaf nie: Twee slaapkamers, badkamer, toilet, eetkamer, kombuis en teëldak.

Voorwaardes van verkoping.

- 1. Die koopprys sal betaalbaar wees synde 'n deposito in kontant van 10% (tien persent) en die balans teen registrasie van transport.
- 2. Die volle voorwaardes van verkoping sal gelees word onmiddellik voor die verkoping, en sal ter insae lê by die kantoor van die Balju, Kempton Park. 'n Substansiële banklening mag vir 'n goedgekeurde koper toegestaan word met vooraf goedkeuring.

Aldus gedoen en geteken te Kempton Park op hede hierdie 19de dag van April 1995.

E. M. Liebenberg, vir Nel & Oosthuizen Prokureurs, Eerste Verdieping, Gert Nelgebou, Kemptonweg 20, Kempton Park. (Verw. EML/sv/M260/MIN402.)

Case 8539/94

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

In the matter between Khayalethu Home Loans (Pty) Ltd, Plaintiff, and Masinyane, Joel Velile, Defendant

On Friday, 2 June 1995 at 11:15, a public auction sale will be held in front of the Sheriff of the Courts 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 10350, together with all erection or structures thereon in the Township of Vosloorus Extension 14, Boksburg, measuring 260 square metres, held under Deed of Transfer TL56757/92.

Description: Single storey brick and/or cement residence under iron, tile or asbestos roof consisting of bedrooms, bathroom, lounge and kitchen.

Improvements: (Which are not warranted to be correct and not guaranteed.)

The material conditions of sale are:

- 1. Voetstoots and without reserve:
- 2. Deposit of 10% (ten per cent) cash immediately after the sale. Guarantee for balance within 30 days after the sale.
- 3. Possession and occupation on payment of deposit and costs.
- 4. Further conditions available for inspection at the Sheriff's Office, Boksburg.

Dated at Boksburg on the 20th day of April 1995.

M. Traube, for Moodie & Van Rensburg, Legis Domus Building, Trichardt Street, Boksburg. (Tel. 892-3050.) (Ref. Anita Nieuwoudt/BK264.)

Case 5225/93

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

In the matter between **Khayalethu Home Loans (Pty) Ltd,** Plaintiff, and **Tshazi: Melton Thamsanoa**, First Defendant, and **Zibiya: Nompumelelo Elizabeth**, Second Defendant

On Friday, 2 June 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 10326, together with all erections or structures thereon in the Township of Vosloorus Extension 14, Boksburg, measuring 270 square metres, held under Deed of Transfer TL40302/90.

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 the Sheriff's Office, Boksburg.

Dated at Boksburg on the 20th day of April 1995.

M. Traube, for Moodie & Van Rensburg, Legis Domus Building, Trichardt Street, Boksburg. (Tel. 892-3050.) (Ref. Anita Nieuwoudt/BK153.)

Case 3346/93

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

In the matter between Khayalethu Home Loans (Pty) Ltd, Plaintiff, and Chanie: James, Defendant

On Friday, 2 June 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 10292, together with all erections or structures thereon in the Township of Vosloorus Extension 14, Boksburg, measuring 234 square metres, held under Deed of Transfer TL29938/90.

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 the Sheriff's Office, Boksburg.

Dated at Boksburg on the 20th day of April 1995.

M. Traube, for Moodie & Van Rensburg, Legis Domus Building, Trichardt Street, Boksburg. (Tel. 892-3050.) (Ref. Anita Nieuwoudt/BK122.)

Case 3331/93

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

In the matter between **Khayalethu Home Loans (Pty) Ltd,** Plaintiff, and **Mosebi: Molifi Edward,** First Defendant, and **Mosebi: Mantso Patricia,** Second Defendant

On Friday, 2 June 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 12115, together with all erections or structures thereon in the Township of Vosloorus Extension 14, Boksburg, measuring 265 square metres, held under Deed of Transfer TL27930/90.

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 the Sheriff's Office, Boksburg.

Dated at Boksburg on the 20th day of April 1995.

M. Traube, for Moodie & Van Rensburg, Legis Domus Building, Trichardt Street, Boksburg. (Tel. 892-3050.) (Ref. Anita Nieuwoudt/BK110.)

Case 5214/93

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

In the matter between Khayalethu Home Loans (Pty) Ltd, Plaintiff, and Khoatane: Makofela Sam, Defendant

On Friday, 2 June 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 11347, together with all erections or structures thereon in the Township of Vosloorus Extension 14, Boksburg, measuring 264 square metres, held under Deed of Transfer TL19639/90.

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 the Sheriff's Office, Boksburg.

Dated at Boksburg on the 20th day of April 1995.

M. Traube, for Moodie & Van Rensburg, Legis Domus Building, Trichardt Street, Boksburg. (Tel. 892-3050.) (Ref. Anita Nieuwoudt/BK159.)

Case 5130/92

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

In the matter between **Khayalethu Home Loans (Pty) Ltd,** Plaintiff, and **Molebaloa: Mohlajwa Phillip,** First Defendant, and **Molebaloa: Tami Elizabeth,** Second Defendant

On Friday, 2 June 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 11688, together with all erections or structures thereon in the Township of Vosloorus Extension 14, Boksburg, measuring 261 square metres, held under Deed of Transfer TL24785/90.

Description: Single storey brick and/or cement residence under iron, tile or abestos roof consisting of bedroom/s, bathroom, lounge and kitchen.

Improvements (which are not warranted to be correct and not guaranteed).

The material conditions of sale are:

- 1. Voetstoots and without reserve.
- 2. Deposit of 10% (ten per cent) cash immediately after the sale. Guarantee for balance within 30 days after the sale.
- 3. Possession and occupation on payment of deposit and costs.
- 4. Further conditions available for inspection at the Sheriff's Office, Boksburg.

Dated at Boksburg on the 20th day of April 1995.

M. Traube, for Moodie & Van Rensburg, Legis Domus Building, Trichardt Street, Boksburg. (Tel. 892-3050.) (Ref. Anita Nieuwoudt/BK50.)

Case 3329/93

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

In the matter between Khayalethu Home Loans (Pty) Ltd, Plaintiff, and Mabuza: Khona Johannes, Defendant

On Friday, 2 June 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 11346, together with all erections or structures thereon in the Township of Vosloorus Extension 14, Boksburg, measuring 264 square metres, held under Deed of transfer TL29921/90.

Description: Single storey brick and/or cement residence under iron, tile or abestos roof consisting of bedroom/s, bathroom, lounge and kitchen.

Improvements (which are not warranted to be correct and not guaranteed).

The material conditions of sale are:

- 1. Voetstoots and without reserve.
- 2. Deposit of 10% (ten per cent) cash immediately after the sale. Guarantee for balance within 30 days after the sale.
- 3. Possession and occupation on payment of deposit and costs.
- 4. Further conditions available for inspection at the Sheriff's Office, Boksburg.

Dated at Boksburg on the 20th day of April 1995.

M. Traube, for Moodie & Van Rensburg, Legis Domus Building, Trichardt Street, Boksburg. (Tel. 892-3050.) (Ref. Anita Nieuwoudt/BK109.)

Case 5211/93

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

In the matter between Khayalethu Home Loans (Pty) Ltd, Plaintiff, and Mkhonza: Francisca Lindiwe, Defendant

On Friday, 2 June 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 1132, together with all erections or structures thereon in the Township of Vosloorus Extension 13, Boksburg, measuring 280 square metres, held under Deed of Transfer TL9752/89.

Description: Single storey brick and/or cement residence under iron, tile or abestos roof consisting of bedroom/s, bathroom, lounge and kitchen.

Improvements (which are not warranted to be correct and not guaranteed).

The material conditions of sale are:

- 1. Voetstoots and without reserve.
- 2. Deposit of 10% (ten per cent) cash immediately after the sale. Guarantee for balance within 30 days after the sale.
- 3. Possession and occupation on payment of deposit and costs.
- 4. Further conditions available for inspection at the Sheriff's Office, Boksburg.

Dated at Boksburg on the 20th day of April 1995.

M. Traube, for Moodie & Van Rensburg, Legis Domus Building, Trichardt Street, Boksburg. (Tel. 892-3050.) (Ref. Anita Nieuwoudt/BK147.)

Case 5216/93

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

In the matter between Khayalethu Home Loans (Pty) Ltd, Plaintiff, and Manana: Georginah, Defendant

On Friday, 2 June 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 11295, together with all erections or structures thereon in the Township of Vosloorus Extension 14, Boksburg, measuring 240 square metres, held under Deed of Transfer TL29548/90.

Description: Single storey brick and/or cement residence under iron, tile or abestos roof consisting of bedroom/s, bathroom, lounge and kitchen.

Improvements (which are not warranted to be correct and not guaranteed).

The material conditions of sale are:

- 1. Voetstoots and without reserve.
- 2. Deposit of 10% (ten per cent) cash immediately after the sale. Guarantee for balance within 30 days after the sale.
- 3. Possession and occupation on payment of deposit and costs.
- 4. Further conditions available for inspection at the Sheriff's Office, Boksburg.

Dated at Boksburg on the 20th day of April 1995.

M. Traube, for Moodie & Van Rensburg, Legis Domus Building, Trichardt Street, Boksburg. (Tel. 892-3050.) (Ref. Anita Nieuwoudt/BK161.)

Case 10905/93

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

In the matter between Khayalethu Home Loans (Pty) Ltd, Plaintiff, and Mofokeng, Mangole Johannes, First Defendant, and Mofokeng, Moselantja Bellinah, Second Defendant

On Friday, 2 June 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 11127, together with all erections or structures thereon in the Township of Vosloorus Extension 14, Boksburg, measuring 242 square metres, held under Deed of Transfer TL3434/90.

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% cash immediately after the sale. Guarantee for balance within 30 days after the sale;
- 3. possession and occupation on payment of deposit and costs;
- 4. further conditions available for inspection at the Sheriff's Office, Boksburg.

Dated at Boksburg on the 20th day of April 1995.

M. Traube, for Moodie & Van Rensburg, Legis Domus Building, Trichardt Street, Boksburg. (Tel. 892-3050.) (Ref. Anita Nieuwoudt/BK178.)

Case 11331/92

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

In the matter between Khayalethu Home Loans (Pty) Ltd, Plaintiff, and Mhlanga, Thembi Grace, Defendant

On Friday, 2 June 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 10730, together with all erections or structures thereon in the Township of Vosloorus Extension 14, Boksburg, measuring 231 square metres, held under Deed of Transfer TL28798/90.

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% cash immediately after the sale. Guarantee for balance within 30 days after the sale;
- 3. possession and occupation on payment of deposit and costs;
- 4. further conditions available for inspection at the Sheriff's Office, Boksburg.

Dated at Boksburg on the 20th day of April 1995.

M. Traube, for Moodie & Van Rensburg, Legis Domus Building, Trichardt Street, Boksburg. (Tel. 892-3050.) (Ref. Anita Nieuwoudt/BK78.)

Case 2086/94

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

In the matter between Khayalethu Home Loans (Pty) Ltd, Plaintiff, and Mazibuko, Mhlupheki David, Defendant

On Friday, 2 June 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 10559, together with all erections or structures thereon in the Township of Vosloorus Extension 14, Boksburg, measuring 289 square metres, held under Deed of Transfer TL60789/92.

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% cash immediately after the sale. Guarantee for balance within 30 days after the sale;
- 3. possession and occupation on payment of deposit and costs;
- 4. further conditions available for inspection at the Sheriff's Office, Boksburg.

Dated at Boksburg on the 20th day of April 1995.

M. Traube, for Moodie Moodie & Van Rensburg, Legis Domus Building, Trichardt Street, Boksburg. (Tel. 892-3050.) (Ref. Anita Nieuwoudt/BK201.)

Case 11322/92

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

In the matter between **Khayalethu Home Loans (Pty) Ltd,** Plaintiff, and **Sibiya, Albert,** First Defendant, and **Sibiya, Precious Ntombifikile,** Second Defendant

On Friday, 2 June 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 10528, together with all erections or structures thereon in the Township of Vosloorus Extension 14, Boksburg, measuring 231 square metres, held under Deed of Transfer TL29308/90.

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% cash immediately after the sale. Guarantee for balance within 30 days after the sale;
- 3. possession and occupation on payment of deposit and costs;
- 4. further conditions available for inspection at the Sheriff's Office, Boksburg.

Dated at Boksburg on the 20th day of April 1995.

M. Traube, for Moodie & Van Rensburg, Legis Domus Building, Trichardt Street, Boksburg. (Tel. 892-3050.) (Ref. Anita Nieuwoudt/BK86.)

Case 5229/93

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

In the matter between Khayalethu Home Loans (Pty) Ltd, Plaintiff, and Buda, Peter, Defendant

On Friday, 2 June 1995 at 11:15, a public auction sale will be held in front of the Sheriff of the Court's Offices, 182 Leeuw-poort 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 10523, together with all erections or structures thereon in the Township of Vosloorus Extension 14, Boksburg, measuring 231 square metres, held under Deed of Transfer TL45100/90.

00909004 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 the Sheriff's Office, Boksburg.

Dated at Boksburg on the 20th day of April 1995.

M. Traube, for Moodie & Van Rensburg, Legis Domus Building, Trichardt Street, Boksburg. (Tel. 892-3050.) (Ref. Anita Nieuwoudt/BK165.)

Case 3431/92

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

In the matter between Khayalethu Home Loans (Pty) Ltd, Plaintiff, and Seritsane, Mpho Refilwe, Defendant

On Friday, 2 June 1995 at 11:15, a public auction sale will be held in front of the Sheriff of the Court's Offices, 182 Leeuw-poort 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 10416, together with all erections or structures thereon in the Township of Vosloorus Extension 14, Boksburg, measuring 273 square metres, held under Deed of Transfer TL45309/90.

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:

Selection as

- 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 the Sheriff's Office, Boksburg.

Dated at Boksburg on the 20th day of April 1995.

M. Traube, for Moodie & Van Rensburg, Legis Domus Building, Trichardt Street, Boksburg. (Tel. 892-3050.) (Ref. Anita Nieuwoudt/BK45.)

Case 3432/92

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

In the matter between Khayalethu Home Loans (Pty) Ltd, Plaintiff, and Seritsane, Matsie Petunia, Defendant

On Friday, 2 June 1995 at 11:15, a public auction sale will be held in front of the Sheriff of the Court's Offices, 182 Leeuw-poort 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 10417, together with all erections or structures thereon in the Township of Vosloorus Extension 14, Boksburg, measuring 284 square metres, held under Deed of Transfer TL60785/90.

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 the Sheriff's Office, Boksburg.

Dated at Boksburg on the 20th day of April 1995.

M. Traube, for Moodie & Van Rensburg, Legis Domus Building, Trichardt Street, Boksburg. (Tel. 892-3050.) (Ref. Anita Nieuwoudt/BK44.)

Case 933/95

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

In the matter between ABSA Bank Ltd, trading as Trustbank, Plaintiff, and Coetzee, April, Defendant

In pursuance of a judgment granted on 6 March 1995, in the above-mentioned Court, and warrant of execution dated 9 March 1995, the following property will be sold in execution, at the site of the property, on 8 June 1995 at 11:00, by Libra Auctioneers CC:

Certain Erf 1184, Impalapark Township, Registration Division IR, Transvaal, measuring 843 (eight hundred and fourty-three) square metres, known as 9 Northrop Avenue, Impalapark, Boksburg.

Description: Dwelling and outbuildings.

Improvements are not guaranteed.

Terms: 10% (ten per centum) of the purchase price plus auctioneer's commission of 5% (five per centum), shall be paid to the Messenger of the Court/Auctioneer in cash on the day of sale and the unpaid balance shall be paid or secured by a bank or building society guarantee within 30 (thirty) days after the date of sale.

The full conditions of sale that will be read out by Libra Auctioneers CC, immediately prior to the sale, may be inspected at their offices at 6 Kingfisher Street, Horison Park, Roodepoort, as well as the offices of the Messenger of the Court, 182 Leeuwpoort Street, Boksburg.

Dated at Boksburg on the 2nd day of May 1995.

M. Traube, for Moodie Moodie & Van Rensburg, Attorneys for Plaintiff, Legis Domus Building, Trichardt Road, Boksburg. (Tel. 892-3050/1/2.) (Ref. Anita Nieuwoudt/TB596.)

Case 19802/94 PH 267

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between ABSA Bank Limited (Allied Bank Division), Plaintiff, and Castlemaine, Elaine Patricia, 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, 1 June 1995 at 10:00, of the undermentioned immovable property of the Defendant on the conditions which will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Johannesburg South, at 100 Sheffield Street, Turffontein:

Erf 224, Rosettenville Township, Registration Division IR, Transvaal, measuring 495 m², held by the Defendant under Deed of Transfer TL5434/89, being 130 Lawn Street, Rosettenville.

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, bathroom/w.c., kitchen, single garage, servant's room and outside w.c. As well as a flatlet consisting of kitchen, bathroom/w.c., lounge and kitchen.

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

The purchaser shall, on the day of the sale, pay 5% (five per centum) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per centum) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg this 30th day of March 1995.

Routledges Inc., Plaintiff's Attorneys, First Floor, Colosseum, 41 Kruis Street, Johannesburg. (Tel. 331-0511.) (Ref. Z99805/JHBFCLS/Mr McCallum/cvdn.)

Case 27423/93 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 **Jansen, Johannes Jurie**, First Defendant, and **Jansen, Fredrika Elizabeth Maria**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court at 131 Marshall Street, Johannesburg, on Thursday, 8 June 1995 at 10:00, of the undermentioned immovable property of the Defendants on the conditions which will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Johannesburg East, at 131 Marshall Street, Johannesburg:

Portion 1, of Erf 249, Observatory Township, Registration Division IR, Transvaal, measuring 2 164 m², held by the Defendants under Deed of Transfer TL7175/93, being 59 Eckstein Street, Observatory.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The dwelling consists of entrance hall, lounge, dining-room, study, family room, four bedrooms, kitchen, bathroom/w.c., bathroom/w.c./shower, separate w.c., two servant's rooms, outside w.c. and laundry.

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 4th day of April 1995.

Routledges Inc., Plaintiff's Attorneys, First Floor, Colosseum, 41 Kruis Street, Johannesburg. (Tel. 331-0511.) (Ref. Z76900/JHBFCLS/Mr McCallum/cvdn.)

Case 16224/94 PH 267

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between ABSA Bank Limited (Allied Bank Division), Plaintiff, and Raduba, Phillip, First Defendant, Raduba, Rebecca, Second Defendant, and Nekwakwane, Vhisuwana Phillip, Third Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court at 131 Marshall Street, Johannesburg, on Thursday, 8 June 1995 at 10:00, of the undermentioned immovable property of the Defendants on the conditions which will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Johannesburg West, at Second Floor, 32 Von Brandis Street, Johannesburg:

The right of leasehold in respect of Erf 307, Chiawelo Extension 3 Township, Registration Division IQ, Transvaal, measuring 288 m², held by the Defendants under Certificate of Registered Grant of Leasehold TL41931/88, being 307 Chiawelo Extension

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The dwelling consists of lounge, three bedrooms, bathroom/toilet, kitchen, double garage, servant's room and outside bathroom with toilet.

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

The purchaser shall, on the day of the sale, pay 5% (five per centum) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per centum) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg this 4th day of April 1995.

Routledges Inc., Plaintiff's Attorneys, First Floor, Colosseum, 41 Kruis Street, Johannesburg. (Tel. 331-0511.) (Ref. Z92003/JHBFCLS/Mr McCallum/cvdn.)

Case 16591/94 PH 267

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between ABSA Bank Limited (Allied Bank Division), Plaintiff, and Lekenyane Edward Lekenyane, Defendant

In execution of a judgment of the Supreme Court of South Africa (Transvaal Provincial Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court at the entrance of the Magistrate's Court, Fochville, on Friday, 2 June 1995 at 10:00, of the undermentioned immovable property of the Defendant on the conditions which will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Potchefstroom, at 20 Borrius Street, Bailey Park, Pochefstroom:

The right of leasehold in respect of Erf 1443, Wedela Township, Registration Division IQ, Transvaal, measuring 284 m², held by the Defendant under Certificate of Right of Leasehold TL19422/1990, being 1443 Wedela.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The dwelling consists of lounge, three bedrooms, bathroom, toilet, kitchen and 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.

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 5th day of April 1995.

Routledges Inc., Plaintiff's Attorneys, First Floor, Colosseum, 41 Kruis Street, Johannesburg. (Tel. 331-0511.) (Ref. ZA0224/WRFCLS/Mr Brewer/djl.)

Case 9703/93 PH 267

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Mbuyisa, Caiphas**, First Defendant, and **Mbuyisa, Busisiwe Florence**, 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 8 Park Street, Kempton Park, on Thursday, 8 June 1995 at 10:00 of the undermentioned immovable property of the Defendants on the conditions which will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Kempton Park, at 8 Park Street, Kempton Park:

The right of leasehold in respect of Erf 1366, Tembisa Extension 4 Township, Registration Division JR, Transvaal, measuring 419 m², held by the Defendants under Certificate of Registered Grant of Leasehold TL65980/89, being 1366 Tembisa Extension 4, Kempton Park.

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

The dwelling consists of lounge, kitchen, two bedrooms, bathroom and toilet.

Terms: 10% (ten per cent) of the purchase price in cash on the day of the sale; the balance payable against registration of transfer, to be secured by a bank or building society 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 the 16th day of March 1995.

Routledges Incorporated, Plaintiff's Attorneys, First Floor, Colosseum, 41 Kruis Street, Johannesburg. (Tel. 331-0511.) (Ref. Z70391/ERFCLS/Mr Preiss/kw.)

Case 18704/93 PH 267

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between ABSA Bank Limited (Allied Bank Division), Plaintiff, and Kambule, Mboni Marshall, First Defendant, and Kambule, Mapule Agnes, 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 8 Park Street, Kempton Park, on Thursday, 8 June 1995 at 10:00 of the undermentioned immovable property of the Defendants on the conditions which will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Kempton Park, at 8 Park Street, Kempton Park:

The right of leasehold in respect of Erf 585, Tsenolong Township, Registration Division IR, Transvaal, measuring 263 m², held by the Defendants under Certificate of Registered Grant of Leasehold TL58728/88, being 585 Tsenolong Section, Tembisa, Kempton Park.

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

The dwelling consists of lounge, kitchen, two bedrooms, bathroom and toilet.

Terms: 10% (ten per cent) of the purchase price in cash on the day of the sale; the balance payable against registration of transfer, to be secured by a bank or building society 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 the 19th day of April 1995.

Routledges Incorporated, Plaintiff's Attorneys, First Floor, Colosseum, 41 Kruis Street, Johannesburg. (Tel. 331-0511.) (Ref. Z72542/ERFCLS/Mr Preiss/kw.)

Case 310/95 PH 630

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (United Bank Division), formerly known as United Bank Limited, Plaintiff, and **Hewitt, Allan Lifford**, 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, 8 June 1995 at 10:00 of the undermentioned immovable property of the Defendant on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection, prior to the sale, the office of the Sheriff for the Supreme Court, Johannesburg North, at 131 Marshall Street, Johannesburg:

Erf 1269, Parkhurst, in the Township of Parkhurst, Registration Division IR, Transvaal, measuring 495 m², held by the Defendant under Deed of Transfer T23694/1994, being 5 Sixth Avenue, Parkhurst, 1269.

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

The dwelling consists of lounge, dining-room, four bedrooms, bathroom/w.c./shower, separate w.c., kitchen, bath/shower, 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 on this the 19th day of April 1995.

Danie Erasmus, Jay & Partners, Plaintiff's Attorneys, Level Six, Sunnyside Ridge, Sunnyside Drive (entrance at intersection of Carse O'Gowrie and Princess of Wales Roads), Parktown; P.O. Box 87160, Houghton, 2041. (PH 630/DX 589 Jhb.) [Tel. (011) 484-2828.] [Fax (011) 484-7548.] (Ref. Z01325/Mr Georgiades/le.)

Case 2815/93

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

In the matter between **Nedperm Bank Limited**, Plaintiff, and **Phahlane Jeremiah Makhubo**, First Defendant, and **Busisiwee Emily Makhubo**, Second Defendant

Pursuant to a judgment granted by the above-mentioned Honourable Court, dated 19 March 1993 and warrant of execution served on 12 April 1995, the undermentioned property will be sold on 31 May 1995 at 10:00 at the Sheriff of the Magistrate's Office, Johriahof, 4 Du Plessis Street, Florentia, Alberton, to the highest bidder:

All the right, title and interest in the leasehold in respect of Erf 1926, Moleleki Extension 3 Township, Registration Division IR, Transvaal, measuring 315 (three hundred and fifteen) square metres, also known as Site 1926, Moleleki Extension 3, Katlehong, District of Alberton (hereinafter called "The Property").

Improvements reported (which are not warranted to be correct and are not guaranteed: Detached single storey conventional built residence, under tiled roof comprising two bedrooms, lounge, kitchen, two bathrooms and outside buildings comprising nil.

Material terms:

- 1. The price shall bear interest at the rate current from time to time in terms of the mortgage bond over the property held by the Plaintiff which was 16,75% (one six comma seven five per cent) per annum at the time of preparation of these conditions from date of sale to date of payment.
- 2. The purchaser shall be obliged to pay a deposit of 10% (ten per cent) of the price or R400 (four hundred rand) (whichever is the greater) immediately after the sale and the balance of the price and interest shall, within 14 days of the date of sale, be paid or be secured by unconditional or approved bank and/or building society guarantee/s payable to the Messenger of the Court and/or such other person/s as he requires on transfer of the property to the purchaser.
- 3. Possession and occupation of the property shall, subject to the rights of any existing tenant/s pass to the purchaser upon the sale being effected from which date all benefits, risks and liability shall pass to the purchaser.

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

Dated at Bedfordview on this the 21st day of April 1995.

Mark Yammin, Hammond & Partners, Plaintiff's Attorneys, Seventh Floor, Bedford Centre, Smith Street, Bedford Gardens, Bedfordview, 2008; P.O. Box 75090, Gardenview, 2047. (Tel. 616-4379/4354.) (Ref. M. D. Yammin/vd LS1230.)

Case 27177/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between First National Bank of Southern Africa Limited, Plaintiff, and Viljoen, Henning Abraham, 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, Randburg, Elna Randhof, corner of Selkirk Avenue and Blairgowrie Drive, Randburg, on Tuesday, 30 May 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 10, Ruiterhof Township, Registration Division IQ, Transvaal, area 1 487 square metres, situation 2 Melda Road, Ruiterhof, Randburg.

Improvements (not guaranteed): Single-storey brick dwelling under tiles, entrance hall, lounge, family room, dining-room, kitchen, three bedrooms, two bathrooms, shower, two toilets, shower, two toilets, floor coverings fitted carpets/tiles. *Outbuildings*: Two garages, carport, staff guarters with shower and toilet, store-room, burglar alarm and precast wall boundary.

Terms: 10% (ten per centum) of the purchase price in cash on the day of 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 at 3% (three per centum) up to a maximum fee of R6 000 and a minimum of R200.

Dated at Johannesburg on the 10th day of April 1995.

Dykes, Daly, Plaintiff's Attorneys, Sixth Floor, 66 Smal Street, Johannesburg. (Tel. 792-5242.) (Ref. P. le Mottee/ij/FN3184.)

Case 62110/94

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

In the matter between NBS Bank Limited (Reg: 87/01384/06), Plaintiff, and Mahomed Hanif Aboo, 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 603 Olivetti House, corner of Schubart and Pretorius Streets, Pretoria, on 8 June 1995 at 10:00, to the highest bidder:

Certain Erf 760, situated in the Township of Laudium, Registration Division JR, Transvaal, measuring 625 square metres, situated at 339 Marble Street, Laudium.

Terms and conditions:

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

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

Outbuildings: Office, two servants' rooms, bath, shower and w.c.

Other: Concrete walls and paving.

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

Conditions: The full conditions of sale may be inspected at the Sheriff's offices, at Olivetti Building 202, corner of Schubart and Pretorius Streets, Pretoria.

Signed at Pretoria on this the 4th day of May 1995.

Shapiro & De Meyer Inc., Third Floor, Shapiro Chambers, Bureau Lane, Pretoria. (Ref. Mrs Kartoudes/lf/N1306.)

Case 03918/95 PH 482

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between First National Bank of Southern Africa Limited, Plaintiff/Execution Creditor, and Majola, Mhlonipheni Khethokwakhe, First Defendant/Execution Debtor, and Majola, Beatrice, Second Defendant/Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) a sale without reserve will be held by the Sheriff of the Supreme Court for the District of Johannesburg South, at 131 Marshall Street, Johannesburg, on Thursday, 1 June 1995 at 10:00, of the undermentioned property of the Defendants on and subject to the conditions to be inspected at the offices of the said Sheriff, at 100 Sheffield Street, Turffontein.

The property is Erf 276, Robertsham Township, Registration Division IR, Transvaal, measuring 833 square metres and held under Deed of Transfer T40643/1994, situated at 4 Scaw Street, Robertsham, Johannesburg.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: Single-storey dwelling with tiled roof, internal and external brick walls that are plastered and painted and carpeted floors, three bedrooms, lounge, dining-room, family room, kitchen, two bathrooms, two w.c.'s, laundry, two garages, servants' quarters with w.c. and shower.

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

Auctioneer's charges are payable and calculated 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) to a maximum fee of R6 000 (six thousand rand) and a minimum fee of R200 (two hundred rand).

Dated at Johannesburg this 12th day of April 1995.

Max Cohen, Plaintiff's Attorney, 410 Delbree House, 300 Bree Street, Johannesburg, 2001; P.O. Box 4184, Johannesburg, 2000. (Tel. 333-0046.) (Dx. 257.) (Fax. 336-0274.) (Ref. Peter Sapire/Clinton Lewis/F340.)

Saak 25315/93

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen ABSA Bank Beperk, Eiser, en Mei Patrick Setshedi, Eerste Verweerder, en Emily Maphefo Setshedi, Tweede Verweerder

'n Eksekusieverkoping word gehou deur die Balju, Wonderboom, te Gedeelte 83, De Onderstepoort (net noord van Sasko Meule, ou Warmbadpad, Bon Accord), op 2 Junie 1995 om 11:00, van:

Erf 4647, geleë in die dorpsgebied Mamelodi, Registrasieafdeling JR, Transvaal, groot 299 vierkante meter, gehou kragtens Akte van Transport van Huurpag TL52682/1987 (voorheen geregistreer as alle reg, titel en belang in die huurpag, nou eiendomsreg in terme van artikel 2 van Wet 112 van 1991) (beter bekend as Erf 4647, Blok N, Mamelodi).

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

Verbeterings: 'n Baksteenwoonhuis bestaande uit 'n eetkamer, kombuis, twee slaapkamers en badkamer.

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

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

Saak 4546/95

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **ABSA Bank Beperk**, Eiser, en **Anton Grobbelaar Fourie**, Eerste Verweerder, en **Martha Magrietha Fourie**, Tweede Verweerder

'n Eksekusieverkoping word gehou deur die Balju, Wonderboom, te Gedeelte 83, De Onderstepoort (net noord van Sasko Meule, ou Warmbadpad, Bon Accord), op 2 Junie 1995 om 11:00, van:

'n Eenheid bestaande uit Deel 10, soos getoon en vollediger beskryf op Deelplan SS.3/94 in die skema bekend as Ilsepark, ten opsigte van die grond en gebou of geboue geleë te Erf 1622, in die dorp The Orchards-uitbreiding 11, Plaaslike Bestuur Stadsraad Akasia, van welke deel die vloeroppervlakte volgens genoemde deelplan 57 (sewe-en-vyftig) 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 ST35660/94 (beter bekend as Ilsepark 10, Hultonstraat 210, The Orchards-uitbreiding 11).

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

Verbeterings: 'n Woonstel bestaande uit sitkamer, kombuis, twee slaapkamers, badkamer met bad, toilet en stort. Buitegeboue: 'n Motorafdak.

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

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

Case 30351/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between Transnet Limited, Plaintiff, and Esbie: Amelia Esbie, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale with a reserve will be held at the office of De Klerk, Vermaak & Partners Inc., Overvaal Building, 28 Kruger Avenue, Vereeniging, on Thursday, 1 June 1995 at 10:00, of the undermentioned property of the Defendant on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff of the Supreme Court prior to the sale:

Certain Erf 5140, Ennerdale Extension 13 Township, Registration Division IQ, Transvaal, area 331 (three hundred and thirty-one) square metres.

Situation: 46 Onyx Avenue, Ennerdale, Extension 13.

Improvements (not guaranteed): A house consisting of a passage, lounge, three bedrooms, bathroom with toilet and kitchen.

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

Dated at Johannesburg on this the 6th day of April 1995.

Moseneke & Partners, Plaintiff's Attorneys, First Floor, Surrey House, 35 Rissik Street, P.O. Box 62690, Marshalltown, 2107. (Tel. 492-1610.) (Ref. H. N. Moloto/cm/T-158.); N. C. H. Bouwman, Sheriff of the Supreme Court, Overvaal, 28 Kruger Avenue, Vereeniging. [Tel. (016) 21-3400.]

Saak 25206/94

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Witwatersrandse Plaaslike Afdeling)

In die saak tussen ABSA Bank Beperk, Eiser, en Ngomana, Winky Mafanoto, 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, Vanderbijlpark, Landdroskantoor, Generaal Hertzogstraat, Vanderbijlpark, op 2 Junie 1995 om 10:00, van die ondervermelde eiendom van die Verweerder wat deur die Venduafslaer gelees sal word ten tye van die verkoping en welke voorwaardes by die kantore van die Balju van die Hooggeregshof, Vanderbijlpark, voor die verkoping ter insae sal lê:

Sekere Erf 1447, Eenheid 6, Uitbreiding 3-Sebokeng-dorpsgebied, Registrasieafdeling IQ, Transvaal, groot 407 (vier nul sewe) vierkante meter.

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

Woonhuis bestaande uit gekombineerde sit/eetkamer, drie slaapkamers, badkamer/toilet en kombuis.

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

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

Gedateer te Johannesburg op hierdie 3de dag van Mei 1995.

Van Wyk De Vries, Eiser se Prokureurs, 42ste Verdieping, Carltonsentrum, Johannesburg. (Tel. 331-9128.) (Verw. M. Postma/jf Z17859.)

Case 27305/94 PH 258

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between First National Bank of Southern Africa Limited, Execution Creditor, and Kwenda, Simon, First Execution Debtor, and Kwenda, Priscilla Thoko, 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 by the Sheriff of the Supreme Court, Dobsonville/Roodepoort, at the saleroom of the Sheriff, 182 Progress Road, Technikon, District of Roodepoort, on Friday, 2 June 1995 at 10:00, of the undermentioned immovable property of the First and Second Execution Debtors on the conditions which will lie for inspection, prior to the sale, at the office for the Sheriff of the Supreme Court, Dobsonville/Roodepoort, at 182 Progress Road, Technikon, District of Roodepoort.

Erf 585, Dobsonville Gardens Township, Registration Division IQ, Transvaal, measuring 240 (two hundred and forty) square metres, held under Certificate of Ownership TE51397/1993 (Mortgage Bond B68122/1993).

The property is situated at 585 Dobsonville Gardens Township, Dobsonville.

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

The dwelling consists of dining-room, bathroom, two bedrooms and kitchen.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg this 19th day of April 1995.

Deneys Reitz, Attorneys for Execution Creditor, 10 Anderson Street, Johannesburg. (Ref. 53/FNB/1925/Mrs J. Symonds/sm.)

Case 30012/94 PH 302

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between Sadie Price (Pty) Ltd, Plaintiff, and Swanepoel, Evelyn Susan, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without a reserve price, will be held at the office of the Sheriff of the Supreme Court, 22B Klaburn Court, corner of Ockerse and Rissik Streets, Krugersdorp, on Wednesday, 24 May 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, Krugersdorp:

Portion 67 (a portion of Portion 28) of the farm Nooitgedacht 534, Registration Division JQ, Transvaal, being Plot 67, Wide Waves, Northriding (near Lanseria), Elandsdrift, Krugersdorp, measuring 8,5419 hectares.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: A house with brick walls under corrugated iron comprising lounge, family room, dining-room, study, three bedrooms, two bathrooms, passage, kitchen, store-room, laundry and cottage consisting of bedroom, bathroom, kitchen, swimming-pool, garden and three garages.

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

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

Dated at Johannesburg on this the 28th day of April 1995.

David Oshry & Associates, Plaintiff's Attorneys, Ground Floor, Dunkeld Crescent, West Block, Albury Road (off Jan Smuts Avenue), Dunkeld West. (Tel. 327-0491, Fax. 327-0289.) (Ref. Mr D. Oshry/SD.3.)

Case 13162/93 PH 168

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between First National Bank of S.A. Ltd, Plaintiff, and Rose, Marcelle Dawn, 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, Johannesburg East, 131 Marshall Street, Johannesburg, on 25 May 1995 at 10:00, of the undermentioned property of the Defendant on conditions to be read out by the auctioneer at the offices of the Deputy Sheriff, Johannesburg East, prior to the sale:

Erf 809, Kew Township, being 24 Chilton Avenue, Glenhazel.

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

Main building: Three bedrooms, m.e.s. with shower, two family bathrooms, guest toilet, walk-in built-in cupboards, lounge, TV-room, dining-room, modern fitted kitchen, electric eye level oven, hob and large family room.

Outbuildings: Two servants' rooms with bathroom. Property walled on two sides in precast walling, wooden fence on the side and brick plaster wall in front with remote gate. Constructed brick and plaster with tiled roof.

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

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

Dated: 18 April 1995.

Lazzara-Leicher, Ground Floor, Caxton House, 368 Jan Smuts Avenue, Craighall, care of Suite LG4, Ground Floor, Vista Place, corner of Glen and Vorster Avenues, Glenanda, Johannesburg. (Tel. 886-7920.) (Ref. Mr Leicher/mvo.)

Case 1532/95

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

In the matter between Fidelity Bank Limited, Plaintiff, and Koos Mothusi Mahlangu, Defendant

Pursuant to a judgment granted by the above Honourable Court, the undermentioned property will be sold on 2 June 1995 at 11:15, at the office of the Sheriff, 182 Leeuwpoort Street, Boksburg, to the highest bidder:

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

Certain unit consisting of:

- (a) Section 2, as shown and more fully described on Sectional Plan SS111/1992, in the scheme known as Erf 246, Windmill Park, in respect of the land and building or buildings situated at Windmill Park Extension 3 Township, in the area of the Local Authority of Boksburg, of which section the floor area, according to the said sectional plan is 52 (fifty-two) square metres in extent; and
- (b) an undivided share in the common property in the scheme, apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan (situated at 12 Gelderblom Street, Windmill Park, Boksburg).

Dated: 26 April 1995.

I. M. Hutchesson, 170 Prince's Avenue, Western Extension, Benoni. (Tel. 422-2934/5.)

Case 6369/94

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

In the matter between Fidelity Bank Limited, Plaintiff, and Hushman Nicolas Mabena, First Defendant, and Janet Mahloya, Second Defendant

Pursuant to a judgment granted by the above Honourable Court, the undermentioned property will be sold on 2 June 1995 at 11:15, at the office of the Sheriff, 182 Leeuwpoort Street, Boksburg, to the highest bidder:

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

Certain unit consisting of:

- (a) Section 1, as shown and more fully described on Sectional Plan SS114/1992, in the scheme known as Erf 246, Windmill Park, in respect of the land and building or buildings situated at Windmill Park Extension 3 Township, in the area of the Local Authority of Boksburg, of which section the floor area, according to the said sectional plan is 47 (forty-seven) 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 (situated at Gelderblom Street, Windmill Park, Boksburg).

Dated: 26 April 1995.

I. M. Hutchesson, for I. M. Hutchesson, 170 Prince's Avenue, Western Extension, Benoni. (Tel. 422-2934/5.)

Case 1118/95

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

In the matter between **Fidelity Bank Ltd**, Plaintiff, and **Reginald Mbambo**, First Defendant, and **Noma Grace Mbambo**, Second Defendant

Pursuant to a judgment granted by the above Honourable Court the undermentioned property will be sold on 2 June 1995 at 11:15, at the office of the Sheriff, 182 Leeuwpoort Street, Boksburg, to the highest bidder:

Certain: A unit consisting of-

- (a) Section No. 2, as shown and more fully described on Sectional Plan No. SS23/1993, in the scheme known as Erf 495, Windmill Park, in respect of the land and building or buildings situate at Windmill Park Township in the area of the Local Authority of Boksburg, of which section the floor area, according to the said sectional plan in 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 (situated at 20 Apex Street, Windmill Park, Boksburg).

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

Date: 26 April 1995.

I. M. Hutchesson, 170 Prince's Avenue, Western Extension, Benoni. (Tel. 422-2934/5.)

Case 1824/95

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

In the matter between Fidelity Bank Ltd, Plaintiff, and John Henry Koopman, First Defendant, and Edith Magdalene Anne Koopman, Second Defendant

Pursuant to a judgment granted by the above Honourable Court the undermentioned property will be sold on 2 June 1995 at 11:15, at the office of the Sheriff, 182 Leeuwpoort Street, Boksburg, to the highest bidder:

Certain: A unit consisting of-

(a) Section No. 1, as shown and more fully described on Sectional Plan No. SS54/1993, in the scheme known as Erf 611, Windmill Park, in respect of the land and building or buildings situate at Windmill Park Extension 1 Township in the area of the Local Authority of Boksburg, of which section the floor area, according to the said sectional plan in 75 (seventy-five) square metres in extent; and

(b) an undivided share in the common property in the scheme, apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan (situated at 2 Carson Avenue, Windmill Park, Boksburg).

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

Date: 26 April 1995.

I. M. Hutchesson, 170 Prince's Avenue, Western Extension, Benoni. (Tel. 422-2934/5.)

Case 879/94

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

In the matter between Fidelity Bank Ltd, Plaintiff, and Layitana Samuel Matlala, Defendant

Pursuant to a judgment granted by the above Honourable Court the undermentioned property will be sold on 2 June 1995 at 11:15, at the office of the Sheriff, 182 Leeuwpoort Street, Boksburg, to the highest bidder:

Certain: A unit consisting of-

- (a) Section No. 2, as shown and more fully described on Sectional Plan No. SS196/1993, in the scheme known as Erf 625, Windmill Park, in respect of the land and building or buildings situate at Windmill Park Extension 1 Township in the area of the Local Authority of Boksburg, of which section the floor area, according to the said sectional plan in 99 (ninety-nine) square metres in extent; and
- (b) an undivided share in the common property in the scheme, apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan (situated at 1 Cameroon Street, Windmill Park, Boksburg).

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

Date: 26 April 1995.

I. M. Hutchesson, 170 Prince's Avenue, Western Extension, Benoni. (Tel. 422-2934/5.)

Case 1825/95

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

In the matter between Fidelity Bank Ltd, Plaintiff, and Moeketsi Shadrack Rahantlane, Defendant

Pursuant to a judgment granted by the above Honourable Court the undermentioned property will be sold on 2 June 1995 at 11:15, at the office of the Sheriff, 182 Leeuwpoort Street, Boksburg, to the highest bidder:

Certain: A unit consisting of-

- (a) Section No. 2, as shown and more fully described on Sectional Plan No. SS107/1992, in the scheme known as Erf 242, Windmill Park, in respect of the land and building or buildings situate at Windmill Park Extension 3 Township in the area of the Local Authority of Boksburg, of which section the floor area, according to the said sectional plan in 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 (situated at 4 Gelderblom Drive, Windmill Park, Boksburg).

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

Date: 26 April 1995.

I. M. Hutchesson, 170 Prince's Avenue, Western Extension, Benoni. (Tel. 422-2934/5.)

Case 1117/95

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

In the matter between Fidelity Bank Limited, Plaintiff, and Potsanyane Petrus Meje, First Defendant, and Katrina Ivy Meje,
Second Defendant

Pursuant to a judgment granted by the above Honourable Court the undermentioned property will be sold on 2 June 1995 at 11:15, at the office of the Sheriff, 182 Leeuwpoort Street, Boksburg, to the highest bidder:

Certain: A unit consisting of-

- (a) Section 2, as shown and more fully described on Sectional Plan SS197/1993, in the scheme known as Erf 664, Windmill Park, in respect of the land and building or buildings situated at Windmill Park Extension 1 Township in the area of the Local Authority of Boksburg, of which section the floor area, according to the said sectional plan is 47 (forty-seven) 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 (situated at 41 Cameron Street, Windmill Park, Boksburg).

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

Dated: 26 April 1995.

I. M. Hutchesson, 170 Prince's Avenue, Western Extension, Benoni. (Tel. 422-2934/5.)

Case 10202/94

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

In the matter between **Fidelity Bank Limited**, Plaintiff, and **Fakasi Joseph Dhlamini**, First Defendant, and **Mavis Dhlamini**, Second Defendant

Pursuant to a judgment granted by the above Honourable Court the undermentioned property will be sold on 2 June 1995 at 11:15, at the office of the Sheriff, 182 Leeuwpoort Street, Boksburg, to the highest bidder:

Certain Erf 675, Windmill Park Extension 1 Township, Registration Division IR, Transvaal, measuring 1 156 (one thousand one hundred and fifty-six) square metres (situated at 21 Aucamp Drive, Windmill Park, Boksburg).

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

Dated: 26 April 1995.

I. M. Hutchesson, 170 Prince's Avenue, Western Extension, Benoni. (Tel. 422-2934/5.)

Case 878/94

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

In the matter between Fidelity Bank Limited, Plaintiff, and Mshuti Ephraim Zitha, Defendant

Pursuant to a judgment granted by the above Honourable Court the undermentioned property will be sold on 19 May 1995 at 11:15, at the office of the Sheriff, 182 Leeuwpoort Street, Boksburg, to the highest bidder:

Certain: A unit consisting of-

- (a) Section 1, as shown and more fully described on Sectional Plan SS196/1993, in the scheme known as Erf 625, Windmill Park, in respect of the land and building or buildings situated at Windmill Park Extension 1 Township in the area of the Local Authority of Boksburg, of which section the floor area, according to the said sectional plan is 130 (one hundred and thirty) 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 (situated at 38 Cameron Street, Windmill Park, Boksburg).

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

Dated: 12 April 1995.

I. M. Hutchesson, 170 Prince's Avenue, Western Extension, Benoni. (Tel. 422-2934/5.)

Case 27220/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between First National Bank of South Africa Limited, Plaintiff, and Zeki Justice Mnyele, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale will be held at the salesrooms of the Sheriff, Johannesburg West, on 8 June 1995 at 10:00, in respect 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 Deputy Sheriff, Johannesburg West, prior to the sale:

The property is Erf 1269, Protea Glen Township, Registration Division IQ, Transvaal, measuring 216 (two hundred and sixteen) square metres, held under Certificate of Ownership 2990/92.

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

House consisting of lounge, kitchen, bathroom and toilet, two bedrooms and corrugated roof.

The property will be sold to the highest bidder and the sale shall be sold for rands and no bid for less than R10 shall be accepted.

Terms: Ten per cent (10%) of the purchase price in cash on the day of sale. The balance payable against registration of transfer to be secured by a bank or building society or other acceptable guarantee to be furnished within 14 (fourteen) days from date of sale. Auctioneer's charges, payable on the day of sale to be calculated as follows: 5% (five per 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 20th day of April 1995.

Michael A. Goldberg, Plaintiff's Attorney, Rilo Place, 119 Seventh Avenue, corner of Louis Botha Avenue, Highlands North. (Tel. 885-2680.) (Fax. 885-2683.) (Ref. MG/AH/F139.)

Case 9326/91 PH 128

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between ABSA Bank Limited (United Bank Division), Plaintiff, and Mapisa, Thabo David, Identity Number 131570797, 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 corner of Sutherland and Pollack Streets, Randfontein, on Friday, 2 June 1995 at 14:15, 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, Supreme Court, 3 Railway Street, Randfontein, prior to the sale:

The right of leasehold in respect of Site 2344, Mohlakeng Village/Township.

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 and kitchen. Single garage.

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

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

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

Bowman Gilfillan Hayman Godfrey Inc., Plaintiff's Attorneys, 12th Floor, JCI House, 28 Harrison Street, Johannesburg. (Tel. 836-2811.) (Ref. P. Carter/J. Robertson GGLIT 103943.)

Case 06888/95 PH 128

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between ABSA Bank Limited (Allied Bank Division), Plaintiff, and Cormack, Glen Alan, Identity Number 5108085112080, 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, 1 June 1995 at 10:00, of the undermentioned property of the Defendant on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection at the offices of the Sheriff for the Supreme Court, Johannesburg East, at 131 Marshall Street, Johannesburg, prior to the sale:

Erf 956, Yeoville Township, Registration Division IR, Transvaal, being 12 Muller Street, Yeoville, measuring 495 square metres.

Use zone: Residential 4.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: Dwelling-house consisting of entrance hall, lounge, dining-room, three bedrooms, bathroom and toilet, shower and toilet and kitchen. Garage. Two S/Qs and toilet.

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

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

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

Bowman Gilfillan Hayman Godfrey Inc., Plaintiff's Attorneys, 12th Floor, JCI House, 28 Harrison Street, Johannesburg. (Tel. 836-2811.) (Ref. P. Carter/J. Robertson GGLIT 622725.)

Case 24038/94

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

In the matter between Johannesburg Municipal Pension Fund, Plaintiff, and Martha Hendriena de Bruin, Defendant

In pursuance of a judgment in the Court for the Magistrate of Johannesburg and writ of execution dated 17 May 1994, the property listed hereunder will be sold in execution on 2 June 1995 at 10:00, at the Johannesburg Magistrate's Court, Fox Street Entrance, Johannesburg:

Certain Erf 1111, South Hills Extension 1 Township, Registration Division IR, Province of Pretoria-Witwatersrand-Vereeniging, measuring 496 (four hundred and ninety-six) square metres, held under Deed of Transfer T8084/1993, and situated at 16 Trompsburg Street, South Hills Extension 1, District of Johannesburg.

Zoned: Residential

The following improvements are reported to be on the property, but nothing is guaranteed: A single storey residential dwelling of brick and plastered with corrugated iron roof, consisting of two bedrooms, bathroom, kitchen and lounge. Outbuildings consits of a garage and servants' quarters.

Terms:

- 1. 10% (ten per cent) of the purchase price in cash on the day of the sale, the balance together with interest thereon at 15,25% (fifteen comma two five per cent) per annum payable against registration of transfer, to be secured by a bank, building society or other acceptable guarantee to be furnished within fourteen days from the date of sale.
- 2. Auctioneer's charges, payable on the day of sale, to be calculated as follows: 5% (five per cent) of the purchase price of the property sold up to R20 000 and 3% (three per cent) on the balance of the purchase price subject to a maximum of R6 000 with a minimum of R100 plus VAT on the proceeds of the sale.

Conditions of sale

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

Moodie & Robertson, Plaintiff's Attorneys, Fifth Floor, African Life Centre, corner of Eloff and Commissioner Streets, Johannesburg. (Tel. 333-6114.) (Ref. Mr Johnson/J82206.)

Case 90969/94 PH 9

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

In the matter between The Body Corporate of the Epernay Building No. 22/83, Plaintiff, and Mr Ndlovu, First Defendant and Miss Smith, Second Defendant

In execution of a judgment of the Johannesburg Magistrate's Court, in the above-mentioned suit, a sale with a reserve price of R58 000 will be held on 26 May 1995 at 10:00, onwards 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 Sheriff's Office, Magistrate's Court, Fox Street Entrance, prior to the date of sale:

Section 2, and more fully described on Section Plan SS22/83, situated at 102 Epernay, corner of York and Doris Streets, Berea, Johannesburg, together with an undivided share in the common property.

The following information is furnished *re* the improvements, though in this respect, nothing is guaranteed: Bachelor flat together with an undivided share in the common property, consisting of lounge, kitchen, bedroom and bathroom.

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 (thirty) days from the date of sale.

Auctioneer's charges, payable on the day of the sale, to be calculated as follows: 7% (seven per centum) on the proceeds of the sale up to a price of R20 000 plus VAT and thereafter 3% (three per centum) up to a maximum fee of R6 000. Minimum charge of R100.

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

Beder - Friedland Inc., Plaintiff's Attorneys, The Forum, 340 Louis Botha Avenue, Orange Grove, Johannesburg, P.O. Box 51614, Raedene, 2124. (Tel. 485-1025.) (Fax 485-1335.) (Ref. S. B. Friedland/SR/E27.) (Docex 205 Johannesburg.)

Saak 462/95

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

In die saak tussen Saambou Bank Beperk (voorheen bekend as Saambou Nasionale Bouvereniging Beperk), Eiser, en Willem Jacobus Pienaar, Eerste Verweerder, en Johanna Cornelia Pienaar, Tweede Verweerder

Geliewe kennis te neem dat ingevolge 'n uitspraak van bogemelde Agbare Hof op 16 Februarie 1995 en 'n lasbrief vir eksekusie wat daaropvolgend gemagtig is, sal die eiendom hieronder genoem in eksekusie op 2 Junie 1995 om 11:00, by die kantoor van die Balju, Wonderboom, Gedeelte 83, De Onderstepoort (net noord van Sasko Meule, ou Warmbadpad, Bon Accord), aan die hoogste bieder verkoop word:

Sekere Erf 591, Dorandia-uitbreiding 10, geleë in die Registrasieafdeling JR, Transvaal, beter bekend as Henriëttastraat 528, Dorandia, groot 900 (negehonderd) vierkante meter, gehou kragtens Akte van Transport T63354/87.

Die eiendom word beskryf as 'n woonhuis met buitegeboue.

Geen waarborgonderneming word gegee met betrekking tot die aard van die verbeterings wat as volg beskryf word:

Sitkamer, eetkamer, drie slaapkamers, badkamer/w.k., bad/w.k./stort, kombuis, motorafdak en twee w.k.

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 Landdroshof, Wonderboom.
- (c) Die koper sal alle nodige bedrae betaal wat noodsaaklik is vir die oordrag van die eiendom, insluitende alle oordragskostes, oordrag belasting, munisipale belasting, belasting, lisensies, sanitêre koste, rente, ens.
- (d) Die koper moet 'n deposito van 10% (tien persent) van die koopprys 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 Landdroshof, Wonderboom, binne veertien (14) dae na die verkoping verstrek te 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, Landdroshof, Wonderboom.

Geteken te Pretoria-Noord op die 6de dag van April 1995.

C. F. Hugo, vir Van der Walt & Hugo, Prokureur vir Eiser, Grondvloer, Mediese Sentrum, Burgerstraat, Pretoria-Noord. (Tel. 546-3014/5.) (Verw. mnr. Hugo/S.3406/KC.)

Saak 1001/95

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen ABSA Bank Beperk, Eiser, en Soza Reckson Shimange, Verweerder

'n Eksekusieverkoping word gehou deur die Balju, Giyani voor die Landdroskantore, Giyani, op 2 Junie 1995 om 15:00, van:

Eienaarskap Eenheid 1068E, geleë in die dorpsgebied Giyani, distrik Giyani, groot 588 vierkante meter, gehou kragtens Akte van Toekenning 15/89 (beter bekend as Erf 1068 E, Giyani).

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

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

Buitegeboue: Enkelmotorhuis.

Besigtig voorwaardes by Balju, Giyani te Potgieterstraat 45, Phalaborwa.

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

Case 16006/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between Nedcor Bank Limited, Plaintiff, and Eldred van den Berg, Defendant

In execution of a judgment of the Supreme Court of South Africa (Transvaal Provincial Division), in the above-mentioned suit, a sale will be held by the Sheriff of Pretoria West, 607 Olivetti Building, corner of Schubart and Pretorius Streets, Pretoria, on 1 June 1995 at 10:00, of the undermentioned property of the Defendant, on the conditions of sale to be read out by the auctioneer at the time of the sale:

All right, title and interest in respect of Erf 904, Capital Park, Registration Division JR, Transvaal, also known as 130 Flowers Street, Capital Park, in extent 1 190 square metres.

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

The property consists of a storey house, three bedrooms, one and a half bathrooms, kitchen, garage and separate lounge and dining-room.

Terms: The sale is without reserve. Deposit of 10% (ten per centum) of the purchase price in cash on the day of the sale, the balance against transfer to be secured by a bank or building society guarantee, to be approved by the Plaintiff's attorney and to be furnished to the Sheriff Pretoria West within 14 days after the date of the sale.

Conditions: The conditions of sale may be inspected at the offices of the Sheriff, Pretoria West, 607 Olivetti Building, corner of Schubart and Pretorius Streets, Pretoria.

Dated at Pretoria on this 3rd day of May 1995.

A. J. Weyers, for Weyers & Efstratiou Attorneys, Third Floor, Suite 321, Barclay Square, 293 Rissik Street, Sunnyside, Pretoria, DX 170. (Tel. 341-8039.) (Fax. 341-8044.) (Ref. Mr Weyers/W1364/94.)

Case 18098/94 PH 528

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between NBS Bank Limited, Plaintiff, and Steenkamp, Frederik Jacobus Johannes, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of the Sheriff for Alberton, at First Floor, Terrace Building, Eaton Terrace, New Redruth, Alberton, on Tuesday, 30 May 1995 at 10:00, of the undermentioned property of the Defendant on conditions to be read by the Sheriff at the time of the sale and which may be inspected at the office of the Sheriff of the Supreme Court, prior to the sale:

Certain Erf 3224, Brackendowns Extension 5 Township, Registration Division IR, Transvaal, measuring 800 (eight hundred) square metres, held under Deed of Transfer 11261/1994, situated at 77 Letaba Street, Brackendowns, Alberton.

Zoning: Residential.

Improvements: A dwelling consisting of plaster and paint walls, tiled roof, lounge, dining-room, study, kitchen, family room, scullery, three bedrooms, two bathrooms, two toilets, double carport, swimming-pool and outbuildings with toilet (which are not warranted or guaranteed).

The material conditions of sale are:

- 1. The property shall be sold to the highest bidder without reserve.
- 2. The purchaser shall on the day of the sale, pay auctioneer's charges on the proceeds of the sale and in addition, when requested thereto by the Judgment Creditor's attorney/s costs of transfer, being transfer duty, fees and stamps as also arrear rates and taxes and other charges necessary to effect transfer. All the above-mentioned amounts shall be payable by the purchaser as a liability over and above the purchase price.

3. The purchaser shall pay a deposit of 10% (ten per centum) of the purchase in cash on the day of the sale. The balance together with interest calculated on the purchase price at the rate of 15,25% (fifteen comma two five per cent) per annum, from the date of sale to the date of registration of transfer, to be secured by a bank and/or building society or other acceptable guarantee to be approved by the judgment creditor's attorney, to be furnished to the Sheriff, within 14 (fourteen) days of date of sale, subject to the further provision that should the judgment creditor or any other bondholder be entitled to a higher rate of interest, then that rate of interest shall be applicable.

Conditions of sale: The conditions of sale, which will be read by the Sheriff, Alberton immediately prior to the sale, will lie for inspection at the offices of the Sheriff, as aforesaid.

Dated at Alberton on this the 26th day of April 1995.

J. L. Badenhorst, for J. L. Badenhorst, Plaintiff's Attorney, 32 Prins Albert Street, Brackenhurst, Alberton; P.O. Box 1662, Alberton, 1450. (Tel. 864-1098.) (Fax. 864-3144.) (Ref. Mr Badenhorst/rl/LN521.)

Case 7985/88

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

In the matter between Nedperm Bank Limited, Plaintiff, and Mr G. M. & Mrs S. Namo, Defendant

In pursuance of a judgment in the Court of the Magistrate of Springs, dated 21 September 1988, and a warrant of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 9 June 1995 at 15:00, at the premises of the Sheriff, for the Magistrate's Court, 66 Fourth Street, Springs, to the highest bidder:

Property: Erf 20973, kwaThema (formerly Erf 1401, kwaThema Extension 1), Springs, Registration Division IR, Transvaal, measuring 602 square metres.

Postal address: Stand 20973, kwaThema, Springs.

Description (but nothing is guaranteed in respect hereof): Brick building with asbestos roof, two bedrooms, bathroom, lounge and kitchen.

- 1. The property will be sold without reserve to the highest bidder and the sale shall be subject to the Magistrates' Courts Act, No. 32 of 1944, as amended, and the rules made thereunder.
- 2. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price in cash against signing of the conditions of sale, and the balance of the purchase price, together with interest at current bank or building society interest rates, from the date of the sale of registration of transfer, shall be paid or secured by a bank or building society guarantee approved by the Execution Creditor's attorneys, and to furnished within 14 (fourteen) days after the date of sale.
- 3. Transfer shall be effected by the attorneys of the Execution Creditor and the purchaser shall on demand, pay all transfer costs, arrear rates (if any) at the current rates, taxes and any other charges necessary to effect transfer by the said attorneys.
- 4. The full conditions of sale may be inspected at the offices of the Sheriff of the Magistrate's Court, Springs, and interested parties are requested to contact the Execution Creditor who may be prepared to grant loan facilities to an approved purchaser.

Dated at Springs on this 3rd day of May 1995.

J. H. van Heerden, for J. H. van Heerden & Cohen, 88 Eighth Street, P.O. Box 2048, Springs. (Tel. 815-6324/5.) (Ref. Mr Van Heerden/kj/S88155.)

Case 548/95

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between South African Post Office Limited, Plaintiff, and F. W. Smith, First Defendant, and E. J. Smith, Second Defendant

A sale in execution will be held on Friday, 2 June 1995 at 08:30 by the Sheriff for Brits, at the office for the Sheriff, Theo Building, 42 Murray Avenue, Brits:

- (a) Section 45, as shown and more fully described on Sectional Plan SS48/1984 in the building or buildings known as City Gardens, of which the building or buildings is situated at Erf 2514, Brits, in the Area of the Local Authority of Brits, of which the floor area, according to the said sectional plan is 91 (ninety-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 said section in accordance with the participation quota of the said section, held under Deed of Transfer ST66330/92 dated 9 July 1992.

Also known as Flat 501, City Gardens, Ludorf Street, Brits.

Particulars are not guaranteed. Unit with lounge/dining-room, kitchen, two and a half bedrooms, bathroom with toilet and separate toilet.

Inspect conditions at Sheriff for Brits, Theo Building, 42 Murray Avenue, Brits.

J. Sterk, for Lamprecht & Sterk Inc., Attorneys for Plaintiff, Third Floor, Burlington House, 233 Church Street East, Pretoria. (Tel. 21-1501.) (Ref. Mr J. Sterk/AMB/9625/53392.)

Case 4953/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KEMPTON PARK HELD AT KEMPTON PARK

In the matter between ABSA Bank Ltd, trading as Trust Bank, Plaintiff, and Jan Lodewyk Jansen van Vuuren, First Defendant, and Johanna Susanna Jansen van Vuuren, Second Defendant

In pursuance of a judgment in the Court of the Magistrate of Kempton Park and a writ of execution, dated 22 July 1994, the property listed herein will be sold in execution on 8 June 1995, at 14:00, at 75 Mooifontein Road, Norkem Park, Kempton Park, to the highest bidder:

Erf 1644, Norkem Park Township, Registration Division IR, Transvaal, measure 1 000 (one thousand) square metres, held by Deed of Transfer T29459/85, situated at 75 Mooifontein Road, Norkem Park, Kempton Park.

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

Improvements: A house consisting of lounge, dining-room, kitchen, three bedrooms, family room, two bathrooms, two toilets, study, two garages, driveway, tile-roof and fenced.

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 to date of registration of transfer at the rate of 15,25% (fifteen comma two-five per cent) per annum within 30 (thirty) days shall be paid or secured by a bank or building society guarantee.

The conditions of sale, which will be read immediately prior to the sale, may be inspected at the offices of the Sheriff of the Court, Kempton Park.

Date: 3 May 1995.

Barry Katz & Partners, 801 Trust Bank Centre, Voortrekker Street, Kempton Park. (Mrs Swanepoel/TA1256.)

Saak 53745/94

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **ABSA Bank Beperk**, handeldrywend as United Bank, Eiser, en **Van der Linde, Frans**, Identiteitsnommer 5004235108005, Eerste Verweerder, en **Van der Linde Nicolina Maria**, Identiteitsnommer 6007310097083, Tweede Verweerder

'n Openbare veiling sonder 'n reserweprys sal deur die Balju, Wonderboom, te Gedeelte 83, De Onderstepoort, noord van Sasko Meule, ou Warmbadpad, Bon Accord, op 2 Junie 1995 om 11:00, volgens voorwaardes wat nou by die kantore van die Balju, Wonderboom, te Gedeelte 83, De Onderstepoort, noord van Sasko Meule, ou Warmbadpad, Bon Accord, ter insae lê en wat ten tye van die veiling voorgelees sal word, van die volgende eiendom:

Gedeelte 21 van Erf 68, geleë in die dorp The Orchards, Registrasieafdeling JR, Transvaal, groot 991 (negehonderd eenen-negentig) vierkante meter, gehou kragtens Akte van Transport T57933/88.

Hierdie eiendom is geleë te Maroelalaan 27, The Orchards, Pretoria.

Die volgende verbeterings is op die eiendom aangebring: Sitkamer, eetkamer, kombuis, drie slaapkamers, twee badkamers en toilet.

Konstruksie: Mure: Baksteen, Plafon: Herculite, Vloer: Keramiekteëls, Dak: Yster.

Buitegeboue: Motorhuis, toilet en bediendekamers.

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

Terme:

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

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

E. J. J. Geyser, vir Rooth & Wessels, Tweede Verdieping, Eerste Nasionale Bankgebou, Kerkplein, Pretoria. (Verw. Geyser/Mev. Mare/A1464.) (Tel. 325-2940.)

Case 3895/95

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Kelereng Adam Magwai**, First Defendant, and **Keitumetse Bertha Magwai**, Second Defendant

A sale by public auction without a reserve price will be held by the Sheriff, Thabazimbi, in front of the Magistrate's Court, Fourth Avenue, Thabazimbi, on 31 May 1995 at 10:00, of the following property:

Erf 300, Regorogile Township, Registration Division KQ, Transvaal, measuring 300 square metres, held by the Defendants under Certificate of Ownership TE97149/1993.

This property is situated at Stand 300, Regorogile, Thabazimbi.

The property is improved as follows: Two bedrooms, kitchen, dining-room, bathroom/toilet and lounge. Single-storey dwelling-house.

No guarantee is given as to the nature and extent of the property or as to the improvements on the property.

The full conditions of sale can be inspected at the Sheriff's Offices, at 61 Vanderbijl Street, Thabazimbi.

Dated at Pretoria on this the 5th day of May 1995.

Rooth & Wessels, Plaintiff's Attorneys, 38 Church Square, Pretoria. [Tel. (012) 325-2940.] (Ref. N. K. Petzer/ef.)

Case 59438/94

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

In the matter between **ABSA Bank Limited** (United Division), Plaintiff, and **Andries Hendrik du Plessis**, First Defendant, and **Charlotte Jean du Plessis**. Second Defendant

A sale will be held at Room 603A, Olivetti House, corner of Schubart and Pretorius Streets, Pretoria, on Thursday, 1 June 1995 at 10:00 of:

Remaining Extent of Portion 1 of Erf 1553, situated in the Township Pretoria, Registration Division JR, Transvaal, measuring 622 square metres, known as 495 Frederick Street, Pretoria West.

Particulars are not quaranteed.

Dwelling with entrance hall, lounge, family room, kitchen, three bedrooms, bathroom, toilet, study and swimming-pool (no pump).

Inspect conditions at Sheriff, Pretoria West, Room 607, Olivetti House, corner of Schubart and Pretorius Streets, Pretoria.

J. A. Alheit, for MacRobert De Villiers Lunnon & Tindall Inc. (Tel. 328-6770.) (Ref. N1/A-419220/JAA/J. S. Herbst.)

Case 8384/94

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

In the matter between **ABSA Bank Limited** (United Division), Plaintiff, and **Cecilia Martiena Janse van Rensburg**, Defendant A sale will be held at Sheriff, Wonderboom, Portion 83, De Onderstepoort (just north of Sasko Mills), old Warmbaths Road, Bon Accord, on Friday, 2 June 1995 at 11:00 of:

Erf 1376, The Orchards Extension 11 Township, Registration Division JR, Transvaal, measuring 800 square metres, known as 35 Thompson Street, The Orchards Extension 11.

Particulars are not guaranteed.

Dwelling with entrance hall, lounge, dining-room, kitchen, three bedrooms, two bathrooms, scullery, carport and outside toilet.

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

J. A. Alheit, for MacRobert De Villiers Lunnon & Tinda! Inc. (Tel. 328-6770.) (Ref. N1/A-419291/JAA/J. S. Herbst.)

Case 6158/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between ABSA Bank Limited, Plaintiff, and Michael Jacob Riekert, First Defendant, and Rose Riekert, Second Defendant

A sale in execution will be held on Friday, 2 June 1995 at 11:00, by the Sheriff for Wonderboom, at Portion 83, De Onderstepoort (just north of Sasko Mills), old Warmbaths Road, Bon Accord, of:

Remaining Extent of Portion 9 (a portion of Portion 1) of the farm Roodeplaat 293, Registration Division JR, Transvaal, in extent 75,4605 hectare, known as 293 Roodeplaat, Pretoria, 0002.

Particulars are not guaranteed.

Dwelling with lounge/dining-room, kitchen, four bedrooms, bathroom and borehole.

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

J. A. Alheit, for MacRobert De Villiers Lunnon & Tindall Inc. (Tel. 328-6770.) (Ref. N1/A-401378/JAA/J. S. Herbst.)

Saak 298/93 en 299/93

IN DIE LANDDROSHOF VIR DIE DISTRIK WINBURG GEHOU TE WINBURG

In die saak tussen **Standard Bank van S.A. Beperk**, Eksekusieskuldeiser, en **S. M. Mallela**, Eksekusieskuldenaar Ingevolge 'n vonnis van die Winburg Landdroshof, gedateer 22 Oktober 1993, en 'n lasbrief vir eksekusie, sal die volgende eiendom verkoop word op Vrydag, 23 Junie 1995 om 10:00, te die Baljukantoor, Wolmaransstraat 86, Potchefstroom:

Sekere Erf 4538, geleë in die dorp Ikageng, distrik Potchefstroom, groot 2 549 (tweeduisend vyfhonderd nege-en-veertig) vierkante meter, gehou deur die Verweerder kragtens Transportakte TL83157/91.

Verbeterings: Woonhuis met gewone buitegeboue.

Voorwaardes van verkoping:

- (a) Die eiendom sal voetstoots en sonder reserwe verkoop word aan die hoogste bieder, onderhewig aan die bepalings van die Wet op Landdroshowe, No. 32 van 1944, soos gewysig en die reëls daarkragtens uitgevaardig.
- (b) Die koopprys sal soos 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 is betaalbaar binne 14 (veertien) dae na die verkoping of moet binne gemelde tydperk verseker word deur 'n bank of bouverenigingwaarborg.
- (c) Die volle verkoopvoorwaardes wat deur die Balju of die afslaer uitgelees sal word onmiddellik voor die verkoping, kan gedurende kantoorure by die kantoor van die Balju nagesien word.

Gedateer te Welkom hierdie 2de dag van Mei 1995.

L. P. Grimsell, vir Andrews, Podbielski & Grimsell, Eiser se Prokureurs, Boland Bankgebou, Elizabethstraat; Posbus 595, Welkom, 9460. (Verw. Grimsell/cvn/Z54983.)

Case 9250/94

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

In the matter between ABSA Bank Limited (Allied Bank Division), Plaintiff, and Manyatja Victor Mashita, Defendant

A sale in execution of the property described hereunder will take place on 31 May 1995 at 10:00, at the offices of the Sheriff of the Magistrate's Court, Johriahof, 4 Du Plessis Road, Florentia, Alberton:

Erf 1239 (formerly 1418), Likole Extension 1 Township, Registration Division IR, Transvaal, measuring 330 (three hundred and thirty) square metres, property also known as 1239 Likole Extension 1, Katlehong, District of Alberton.

Comprising: Lounge, dining-room, kitchen, three bedrooms and bathroom/toilet.

A bond can be arranged for an approved purchaser.

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

Dated: 25 April 1995.

K. Dinner, for Abe Dinner Pestana & Associates, Attorneys for Plaintiff, Second Floor, United Building, Library Street, Germiston, 1401. (Ref. 18558/KD/PT.)

Case 5616/90

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

In the matter between ABSA Bank Limited (United Bank Division), Plaintiff, and Ephraim Sello Rapuleng, Defendant

A sale in execution of the property described hereunder will take place on 31 May 1995 at 10:00, at the offices of the Sheriff of the Magistrate's Court, Johriahof, 4 Du Plessis Road, Florentia, Alberton:

Erf 628, Ramakonopi-Oos Township, Registration Division IR, Transvaal, measuring 545 (five hundred and forty-five) square metres, property also known as 628 Ramakonopi-Oos, Katlehong, District of Alberton.

Comprising: Lounge, dining-room, kitchen, three bedrooms, bathroom/toilet and wire fencing.

A bond can be arranged for an approved purchaser.

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

Dated: 26 April 1995.

K. Dinner, for Abe Dinner Pestana & Associates, Attorneys for Plaintiff, Second Floor, United Building, Library Street, Germiston, 1401. (Ref. 17888/KD/PT.)

Saak 14126/94

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

In die saak tussen NBS Bank Beperk (voorheen bekend as Natal Bouvereniging Beperk), Eiser, en Ledwaba Lee Mphela, Eerste Verweerder, en Catherine Memelane Mphela, Tweede Verweerder

Ingevolge 'n vonnis toegestaan in die Hof vir die Landdroshof Kempton Park, en 'n lasbrief vir eksekusie gedateer 17 Maart 1995, eiendom hieronder uiteengesit en in eksekusie verkoop op 8 Junie 1995 om 10:00, by die Baljukantore, Parkstraat 8, Kempton Park, aan die hoogste bieër.

Reg, titel en belang gehou deur Verweerders oor sekere Perseel 132, Elindinga-dorpsgebied, Registrasieafdeling IR, Transvaal, in die distrik Kempton Park, 300 m² (driehonderd vierkante meter) groot.

Die volgende word aangekondig, maar geen waarborg in verband daarmee word verskaf nie: Drie slaapkamers, badkamer, toilet, sitkamer, eetkamer, kombuis en teëldak.

Voorwaardes van verkoping:

- 1. Die koopprys sal betaalbaar wees synde 'n deposito in kontant van 10% (tien persent) en die balans teen registrasie van transport.
- 2. Die volle voorwaardes van verkoping sal gelees word onmiddellik voor die verkoping, en sal ter insae lê by die kantoor van die Balju, Kempton Park. 'n Substansiële banklening mag vir 'n goedgekeurde koper toegestaan word met vooraf goedkeuring.

Aldus gedoen en geteken te Kempton Park op hede hierdie 19de dag van April 1995.

E. M. Liebenberg, vir Nel & Oosthuizen, Eerste Verdieping, Gert Nelgebou, Kemptonweg 20, Kempton Park. (Verw. EML/sv/M209/MIM949.)

Saak 14691/94

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

In die saak tussen NBS Bank Beperk, voorheen bekend as Natal Bouvereniging Beperk, Eiser, en Kuvhanganani Amos Nesane, Verweerder

Ingevolge 'n vonnis toegestaan in die Hof vir die Landdroshof Kempton Park, en 'n lasbrief vir eksekusie gedateer 13 Maart 1995, eiendom hieronder uiteengesit en in eksekusie verkoop op 8 Junie 1995 om 10:00, by die Baljukantore, Parkstraat 8, Kempton Park, aan die hoogste bieër:

Reg, titel en belang gehou deur verweerder oor sekere Perseel 7, Elindinga-dorpsgebied, Registrasieafdeling IR, Transvaal, in die distrik Kempton Park, 225 m² (tweehonderd vyf-en-twintig) vierkante meter groot. Die volgende word aangekondig, maar geen waarborg in verband daarmee word verskaf nie: Twee slaapkamers, badkamer, toilet, eetkamer, kombuis en teëldak.

Voorwaardes van verkoping:

- 1. Die koopprys sal betaalbaar wees synde 'n deposito in kontant van 10% (tien persent) en die balans teen registrasie van transport.
- 2. Die volle voorwaardes van verkoping sal gelees word onmiddellik voor die verkoping, en sal ter insae lê by die kantoor van die Balju, Kempton Park. 'n Substansiële banklening mag vir 'n goedgekeurde koper toegestaan word met vooraf goedkeuring.

Aldus gedoen en geteken te Kempton Park op hede hierdie 19de dag van April 1995.

E. M. Liebenberg, vir Nel & Oosthuizen, Eerste Verdieping, Gert Nelgebou, Kemptonweg 20, Kempton Park. (Verw. EML/sv/M260/MIN402.)

Saak 106/95

IN DIE LANDDROSHOF VIR DIE DISTRIK BETHAL GEHOU TE BETHAL

In die saak tussen **Eerste Nasionale Bank**, Eksekusieskuldeiser, en **Kenneth Anthony Compaan**, Eerste Eksekusieskuldenaar, en **Audrey Compaan**, Tweede Eksekusieskuldenaar

Ten uitvoering van 'n uitspraak van bogemelde Hof en 'n lasbrief tot uitwinning gedateer 17 Februarie 1995, sal die ondergemelde goedere op Vrydag, 19 Mei 1995 om 11:00, by die Landdroskantoor, Kamer 83, Bethal, aan die hoogste bieder verkoop word:

Erf 9, geleë in die dorp Bethal, Registrasieafdeling IS, Transvaal, groot 2 141 vierkante meter, gehou kragtens Akte van Transport T70111/91.

Geteken te Bethal op hierdie 5de dag van April 1995.

E. van der Walt, vir Cohen, Pretorius, Cronje & Van der Walt, Feldcogebou, Clercqstraat, Posbus 63, Bethal. (Verw. L 0432.)

Case 30930/94 PH 135

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Liberty Life Association of Africa Limited**, Plaintiff, and **Nagel**, **Gharles Dawid**, First Defendant, and **Nagel**, **Elizabeth Hermina Petronella**, Second Defendant

- 1. In the execution of the judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without a reserve price will be held at Salesroom of the Sheriff, 182 Progress Road, on 2 June 1995 at 10:00, on the conditions read out by the auctioneer at the office of the Sheriff, Salesroom of the Sheriff, 182 Progress Road, Technikon, District of Roodepoort, prior to the sale, of the undermentioned property situated at:
- 24 Rotchchild Street, Lindhaven, Roodepoort, being Erf 158, Lindhaven Township, Registration Division IQ, Transvaal, measuring 744 (seven hundred and forty-four) square metres, held by Deed of Transfer T14131/1993, which is zoned as residential and consists of (not guaranteed): A dwelling, lounge, three bedrooms, two bathrooms, kitchen, servants' quarters, single garage, tile roof, brick walls, swimming-pool and precast fencing.
 - 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's 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 2nd day of May 1995.

A. Lamprecht, for Hofmeyr Van der Merwe Inc., Attorneys for Plaintiff, Fourth Floor, Forum II, Braampark, 33 Hoofd Street, Private Bag X1000, Braamfontein. [Tel. (011) 408-9000.] (Ref. Mr A. Lamprecht/bp.)

CAPE · KAAP

Case 1424/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

In the matter between ABSA Bank Ltd, Plaintiff, and D. Blood, First Defendant, and Mrs E. M. Blood, Second Defendant

In pursuance of a judgment in the Court of the Magistrate of Kuils River, the following will be sold in execution on 30 May 1995 at 12:00, on site to the highest bidder:

Erf 1098, Kraaifontein, 496 (four hundred and ninety-six) square metres, held by Deed of Transfer T67932/93, situated at 13 Roux Street, Peerless Park East, Kraaifontein.

Brick building, asbestos roof, three bedrooms, bathroom/w.c., lounge, dining-room, kitchen, garage and swimming-pool.

- 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 centum (10%) of the purchase price shall be paid in cash or by deposit-taking institution guaranteed cheque at the time of the sale.

The balance [plus interest at the current rate of 17,25% (seventeen comma two five per centum) per annum calculated on the Capital Judgment Creditor's claim from date of sale to date of transfer] against registration of transfer, which amounts are to be secured by approved guarantee of a deposit-taking institution to be delivered within 14 days of the sale.

- 3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.
- 4. The full conditions of sale which will be read out by the auctioneer or the Sheriff of the Court, immediately prior to the sale, may be inspected at the offices of the Sheriff of the Magistrate's Court, Kuils River.
- C. & A. Friedlander Inc., Third Floor, Reader's Digest House, Strand Street, Cape Town, 8001. (Ref. B. Kosmas/CLS/Z29854.)

Case 21230/94

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

In the matter between First National Bank of Southern Africa Limited, Judgment Creditor, and Spencer Charles Vincent, First Judgment Debtor, and Sharon Jean Vincent, Second Judgment Debtor

In pursuance of a judgment of the Magistrate's Court, Wynberg, dated 26 August 1994, and a writ of execution issued thereafter, the following property will be sold in execution in front of the Magistrate's Court, Wynberg, on 5 June 1995 at 10:00, to the highest bidder, namely:

Erf 119994, Cape Town at Athlone, in the Municipality of Cape Town, Cape Division, measuring 329 (three hundred and twenty-nine) square metres, held by Deed of Transfer T9888/92, commonly known as 27 Suikerbos Street, Bridgetown, Athlone, and comprising the following improvements but nothing is guaranteed:

A single dwelling built with bricks under an asbestos roof consisting of three bedrooms, kitchen, lounge and toilet/bathroom. Conditions of sale:

- 1. The property is sold voetstoots and ten per centum (10%) of the purchase price shall be paid in cash and the balance against transfer.
- 2. The full conditions of sale will be read out immediately prior to the sale and may be inspected at the offices of the Sheriff for the Magistrate's Court and the offices of Plaintiff's attorneys.

Dated at Athlone on this the 6th day of April 1995.

Y. Ebrahim & Co., Plaintiff's Attorneys, 106 Athfin Centre, Church Street, Athlone. (Ref. BW/vm/F-42/94.)

Case 3444/93

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

In the matter between Municipality of Cape Town, Plaintiff, and Peter James Barry, Defendant

The following will be sold in execution on 1 June 1995 at 10:00, in front of the Magistrate's Court for the District of Wynberg, to the highest bidder:

Erf 61505, Cape Town at Lansdowne, 738 (seven hundred and thirty-eight) square metres, held by Deed of Transfer T15738/1971, situated at 1 Harvard Drive, Wetton.

- 1. The following improvements are reported but not guaranteed: *Dwelling:* Lounge, kitchen, three bedrooms, bathroom, garage and swimming-pool.
- 2. Payment: Ten per centum (10%) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 18,25% (eighteen 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 offices of the Sheriff.
 - C. & A. Friedlander Inc., Third Floor, Reader's Digest House, Strand Street, Cape Town, 8001.

Case 3166/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

In the matter between ABSA Bank Ltd, Plaintiff, and Desmond Alexander, First Defendant, and Mrs Yolanda Philipina Alexander, Second Defendant

In pursuance of a judgment in the Court of the Magistrate of Kuils River, the following will be sold in execution on 1 June 1995 at 09:00, in front of the Magistrate's Court for the District of Kuils River, to the highest bidder:

Erf 4037 (portion of Erf 31), Kleinvlei, 256 (two hundred and fifty-six) square metres, held by Deed of Transfer T74063/1992, situated at 27 Seringa Street, Kleinvlei, Eerste River.

Three bedrooms, lounge, kitchen and bathroom/w.c.

- 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 centum (10%) of the purchase price shall be paid in cash or by deposit-taking institution guaranteed cheque at the time of the sale.

The balance [plus interest at the current rate of 17,25% (seventeen comma two five per centum) per annum, calculated on the Capital Judgment Creditor's claim from date of sale to date of transfer] against registration of transfer, which amounts are to be secured by approved guarantee of a deposit-taking institution to be delivered within 14 days of the sale.

- 3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.
- 4. The full conditions of sale which will be read out by the auctioneer or the Sheriff of the Court, immediately prior to the sale, may be inspected at the offices of the Sheriff of the Magistrate's Court, Kuils River.
- C. & A. Friedlander Inc., Third Floor, Reader's Digest House, Strand Street, Cape Town, 8001. (Ref. B. Kosmas/CLS/Z21413.)

Saak 344/95

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Kaap die Goeie Hoop Provinsiale Afdeling)

In die saak tussen Kleinsake-Ontwikkelingskorporasie Beperk, Eiser, en Marthinus Petrus Venter, Verweerder

Ter uitvoering van 'n uitspraak van die Landdroshof van 12 November 1990, sal die volgende in eksekusie aan die hoogste bieër verkoop word te Sandvelder Algemene Handelaar, Hoofstraat, Leipoldtville, in die distrik Clanwilliam, op 23 Mei 1995 om 10:00:

Sekere Gedeelte 55 (Vleiplaats), van die plaas Modderfontein 225, en Gedeelte 90 ('n gedeelte van Gedeelte 3) van die plaas Modderfontein 225 in die afdeling Clanwilliam, groot (Gedeelte 55) 4,3355 hektaar en (Gedeelte 90) 4 092 vierkante meter, gehou kragtens Transportakte T51738/93 en T16846/99.

Verkoopvoorwaardes:

- 1. Die verkoping sal onderworpe wees aan die Hofreëls en die toepaslike titelakte van die eiendom, en die eiendom sal onderworpe aan die voorafgaande, aan die hoogste bieër verkoop word.
- 2. Betaling: Tien persent (10%) van die koopprys sal kontant betaal word onmiddellik na die verkoping en die volle saldo daarvan, tesame met rente teen die heersende koers van 17,5% (sewentien komma vyf persent) per jaar (en ingeval daar enige ander voorkeurskuldeisers is) dan ook die rente betaalbaar op sodanige voorkeurskuldeiser se vordering van die datum van verkoping tot datum van registrasie van oordrag, teen registrasie van die oordrag, welke bedrag gesekureer moet word deur 'n goedgekeurde waarborg van 'n bank of bougenootskap wat binne veertien (14) dae van datum van verkoping afgelewer moet word.
- 3. Voorwaardes: Die volle verkoopvoorwaardes sal onmiddellik voor die verkoping voorgelees word en lê ter insae in die kantoor van die Balju van die Hooggeregshof, Clanwilliam.

Beskrywing: 'n Winkel met store en 'n woonhuis met kombuis, sitkamer, drie slaapkamers, badkamer en toilet.

Gedateer te Kaapstad op hierdie 6de dag van April 1995.

Heyns & Vennote Ing., Eiser se Prokureurs, 45-On-Castle, Vyfde Verdieping, Kasteelstraat 45, Kaapstad. (Tel. 24-0301.) (Verw. J. H. Heyns/ma/K505.)

Saak 3343/94

IN DIE LANDDROSHOF VIR DIE DISTRIK KIMBERLEY GEHOU TE KIMBERLEY

In die saak tussen Die Standard Bank van Suid-Afrika Beperk, Eiser, en Itumeleng Simon Molusi, Verweerder

In navolging van 'n vonnis van bogemelde Agbare Hof gedateer 22 Junie 1994, en 'n lasbrief tot uitwinning van roerende goed gedateer 22 Junie 1994, sal die ondergemelde onroerende eiendom deur die Balju van die Landdroshof vir distrik Kimberley, per publieke veiling in eksekusie verkoop word aan die hoogste bieër voor die Landdroskantore te Knightstraat, Kimberley, op Donderdag, 1 Junie 1995 om 10:30:

Die eiendom wat verkoop word, is die volgende:

Sekere Erf 23566, Kimberley, geleë in die stad en distrik Kimberley, groot 141 (eenhonderd een-en-veertig) vierkante meter, gehou kragtens Transportakte T3370/92, ook bekend as Hibiscusstraat 86, Roodepan, Kimberley.

Informasie: Die volgende informasie ten opsigte van die eiendom word verskaf, maar nie gewaarborg nie: 'n Woonhuis met vier vertrekke.

Verkoopvoorwaardes: Tien persent (10%) van die koopprys is betaalbaar onmiddellik na die verkoping tesame met afslaerskommissie en die balans teen registrasie van die eiendom in die naam van die koper, welke balans verseker moet word deur 'n goedgekeurde bank of bouvereniging of ander waarborg. Die eiendom word verkoop sonder 'n reserweprys. Verdere verkoopvoorwaardes kan geïnspekteur word ten kantore van die Balju van die Landdroshof te Woodleystraat 36, Kimberley.

Gedateer te Kimberley op hierdie 12de dag van April 1995.

Elliott, Maris, Wilmans & Hay, Prokureurs vir Eiser, Grondvloer, Cheapside, Posbus 179, Kimberley. (Verw. mnr. Haddad/rj.)

Saak 5377/94

IN DIE LANDDROSHOF VIR DIE DISTRIK KIMBERLEY GEHOU TE KIMBERLEY

In die saak tussen Die Standard Bank van Suid-Afrika Beperk, Eiser, en Vincent Waterboer, Verweerder

In navolging van 'n vonnis van bogemelde Agbare Hof gedateeer 12 Augustus 1994 en 'n lasbrief tot uitwinning van roerende goed gedateer 12 Augustus 1994, sal die ondergemelde onroerende eiendom deur die Balju van die Landdroshof vir die distrik Kimberley per publieke veiling in eksekusie verkoop word aan die hoogste bieër voor die Landdroskantore, te Knightstraat, Kimberley op Donderdag, 1 Junie 1995 om 10:40:

Die eiendom wat verkoop word, is die volgende:

Sekere Erf 23612, Kimberley, geleë in die stad en distrik Kimberley, groot 135 (eenhonderd vyf-en-dertig) vierkante meter, gehou kragtens Transportakte T2916/92, ook bekend as Gladiolusstraat 28, Roodepan, Kimberley.

Informasie: Die volgende informasie ten opsigte van die eiendom word verskaf, maar nie gewaarborg nie: 'n Woonhuis met vier vertrekke.

Verkoopvoorwaardes: Tien persent (10%) van die koopprys is betaalbaar onmiddellik na die verkoping tesame met afslaerskommissie en die balans teen registrasie van die eiendom in die naam van die koper, welke balans verseker moet word deur 'n goedgekeurde bank of bouvereniging of ander waarborg. Die eiendom word verkoop sonder reserweprys. Verdere verkoopvoorwaardes kan geïnsprekteur word ten kantore van die Balju van die Landdroshof te Woodleystraat 36, Kimberley.

Gedateer te Kimberley op hierdie 12de dag van April 1995.

Elliott, Maris, Wilmans & Hay, Prokureurs vir Eiser, Grondvloer, Cheapside, Posbus 179, Kimberley. (Verw. mnr. Haddad/rj.)

Saak 36/94

IN DIE LANDDROSHOF VIR DIE DISTRIK KIMBERLEY GEHOU TE KIMBERLEY

In die saak tussen Die Standard Bank van Suid-Afrika Beperk, Eiser, en Thanolo Jack Lokane, Verweerder

In navolging van 'n vonnis van bogemelde Agbare Hof, gedateer 4 Februarie 1994, en 'n lasbrief tot uitwinning van roerende goed gedateer 4 Februarie 1994, sal die ondergemelde onroerende eiendom deur die Balju van die Landdroshof vir die distrik Kimberley, per publieke veiling in eksekusie verkoop word aan die hoogste bieër voor die Landdroskantore te Knightstraat, Kimberley, op Donderdag, 1 Junie 1995 om 10:00:

Die eiendom wat verkoop word, is die volgende:

Sekere: Erf 23539, Kimberley, geleë in die stad en distrik Kimberley, groot 135 m² (eenhonderd vyf-en-dertig vierkante meters), gehou kragtens Transportakte T3373/92, ook bekend as Hibiscusstraat 32, Roodepan, Kimberley.

Informasie: Die volgende informasie ten opsigte van die eiendom word verskaf, maar nie gewaarborg nie: 'n Woonhuis met 'n asbestosdak, bestaande uit 'n sitkamer, kombuis, badkamer/toilet en 'n slaapkamer.

Verkoopvoorwaardes: Tien persent (10%) van die koopprys is betaalbaar onmiddellik na die verkoping tesame met afslaerskommissie en die balans teen registrasie van die eiendom in die naam van die koper, welke balans verseker moet word deur 'n goedgekeurde bank of bouvereniging of ander waarborg. Die eiendom word verkoop sonder 'n reserweprys. Verdere verkoopvoorwaardes kan geïnspekteur word ten kantore van die Balju van die Landdroshof te Woodleystraat 36, Kimberley.

Gedateer te Kimberley op hierdie 12de dag van April 1995.

Elliott, Maris, Wilmans & Hay, Prokureurs vir Eiser, Grondvloer, Cheapside; Posbus 179, Kimberley. (Verw. mnr. Haddad/rj.)

Saak 3061/94

IN DIE LANDDROSHOF VIR DIE DISTRIK KIMBERLEY GEHOU TE KIMBERLEY

In die saak tussen **Die Standard Bank van Suid-Afrika Beperk**, Eiser, en **Palmer Oliphant**, Eerste Verweerder, en **Segametse Martha Oliphant**, Tweede Verweerder

In navolging van 'n vonnis van bogemeide Agbare Hof, gedateer 28 Julie 1994, en 'n lasbrief tot uitwinning van roerende goed gedateer 28 Julie 1994, sal die ondergemelde onroerende eiendom deur die Balju van die Landdroshof vir die distrik Kimberley, per publieke veiling in eksekusie verkoop word aan die hoogste bieër voor die Landdroskantore te Knightstraat, Kimberley, op Donderdag, 1 Junie 1995 om 10:10:

Die eiendom wat verkoop word, is die volgende:

Sekere: Erf 23604, Kimberley, geleë in die stad en distrik Kimberley, groot 135 m² (eenhonderd vyf-en-dertig vierkante meters), gehou kragtens Transportakte T2777/92, ook bekend as Gladiolusstraat 12, Roodepan, Kimberley.

Informasie: Die volgende informasie ten opsigte van die eiendom word verskaf, maar nie gewaarborg nie: 'n Teëldak woonhuis met 'n sitkamer, kombuis, twee slaapkamers en 'n badkamer/toilet.

Verkoopvoorwaardes: Tien persent (10%) van die koopprys is betaalbaar onmiddellik na die verkoping tesame met afslaerskommissie en die balans teen registrasie van die eiendom in die naam van die koper, welke balans verseker moet word deur 'n goedgekeurde bank of bouvereniging of ander waarborg. Die eiendom word verkoop sonder 'n reserweprys. Verdere verkoopvoorwaardes kan geïnspekteur word ten kantore van die Balju van die Landdroshof te Woodleystraat 36, Kimberley.

Gedateer te Kimberley op hierdie 12de dag van April 1995.

Elliott, Maris, Wilmans & Hay, Prokureurs vir Eiser, Grondvloer, Cheapside; Posbus 179, Kimberley. (Verw. mnr. Haddad/rj.)

Saak 8985/93

IN DIE LANDDROSHOF VIR DIE DISTRIK KIMBERLEY GEHOU TE KIMBERLEY

In die saak tussen Die Standard Bank van Suid-Afrika Beperk, Eiser, en Marilyn Jenetta Cader, Verweerder

In navolging van 'n vonnis van bogemelde Agbare Hof, gedateer 17 Desember 1993, en 'n lasbrief tot uitwinning van roerende goed gedateer 17 Desember 1993, sal die ondergemelde onroerende eiendom deur die Balju van die Landdroshof vir die distrik Kimberley, per publieke veiling in eksekusie verkoop word aan die hoogste bieër voor die Landdroskantore te Knightstraat, Kimberley, op Donderdag, 1 Junie 1995 om 10:20:

Die eiendom wat verkoop word, is die volgende:

Sekere: Erf 23412, Kimberley, geleë in die stad en distrik Kimberley, groot 155 m² (eenhonderd vyf-en-vyftig vierkante meters), gehou kragtens Transportakte T2864/92, ook bekend as Japonicastraat 54, Roodepan, Kimberley.

Informasie: Die volgende informasie ten opsigte van die eiendom word verskaf, maar nie gewaarborg nie: 'n Teëldak woonhuis met 'n sitkamer, kombuis, twee slaapkamers en 'n badkamer/toilet.

Verkoopvoorwaardes: Tien persent (10%) van die koopprys is betaalbaar onmiddellik na die verkoping tesame met afslaerskommissie en die balans teen registrasie van die eiendom in die naam van die koper, welke balans verseker moet word deur 'n goedgekeurde bank of bouvereniging of ander waarborg. Die eiendom word verkoop sonder 'n reserweprys. Verdere verkoopvoorwaardes kan geïnspekteur word ten kantore van die Balju van die Landdroshof te Woodleystraat 36, Kimberley.

Gedateer te Kimberley op hierdie 12de dag van April 1995.

Elliott, Maris, Wilmans & Hay, Prokureurs vir Eiser, Grondvloer, Cheapside; Posbus 179, Kimberley. (Verw. mnr.-Haddad/rj.)

Case 617/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF GORDONIA HELD AT UPINGTON

In the matter between Upington Munisipalieit, Plaintiff, and J. J. Cloete, Defendant

In pursuance of the judgment of the above Honourable Court and on issue of writ of execution dated 22 March 1994, a judicial sale will take place of the undermentioned property on Wednesday, 7 June 1995 at 10:00, in front of the Magistrate's Court, Upington, to the person who makes the highest offer namely:

Erf 5243, Upington, situated in the Municipality of Upington, Division Gordonia, measuring 627 square metres, held by virtue of Deed of Transfer.

The following particulars are mentioned but not guaranteed: The house is situated at 11 Skool Street, Upington, and consists of three bedrooms with build-in cupboards, one and a half bathrooms, kitchen, lounge and a dining-room.

The property will be disposed of as it stands and subject to all the conditions as apply in the current Deed of Transfer.

Conditions of sale: The complete conditions of sale shall lay for inspection at the office of the Sheriff, Upington, and shall be read out at the sale.

Dated at Upington on this 20th day of April 1995.

Möller Kotze Inc., Attorneys for Plaintiff, Multiprof Centrum, Market Street 71, Upington, 8800. (Ref. WAM/mm/U32C.94/5177.)

Saak 617/94

IN DIE LANDDROSHOF VIR DIE DISTRIK GORDONIA GEHOU TE UPINGTON

In die saak tussen Upington Munisipaliteit, Eiser, en J. J. Cloete (TA 811/1993), Verweerder

Ten uitvoering van 'n vonnis van die bogemelde Agbare Hof, gedateer 22 Maart 1994, sal die hiernavermelde vaste eiendom in eksekusie verkoop word op 7 Junie 1995 om 11:00, by die Landdroskantore, Upington, aan die hoogste bieder onderhewig aan die hiernavermelde voorwaardes en sodanige verder voorwaardes as wat deur die Adjunk-balju by die veiling uitgelees sal word:

Sekere: Erf 5243, Upington, geleë in die Munisipaliteit Upington, afdeling Gordonia, groot 627 vierkante meter, ook bekend as Toermalynstraat 5, Upington.

Dateer te Upington hierdie 20ste dag van April 1995.

Möller Kotze Ingelyf, Prokureurs vir Eiser, Multiprofsentrum, Markstraat 71, Upington, 8800. (Verw. WAM/mm/ U32C,94/5177.)

Case 4805/94

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

In the matter between Nedcor Bank Limited (formerly Nedperm Bank Ltd, formerly S A Permanent Building Society),
Execution Creditor, and E. J. Welsh, Execution Debtor

In execution of a judgment of the Magistrate's Court for the District of Uitenhage, dated 11 July 1994, and in pursuance of an attachment in execution dated 13 July 1994, a sale by public auction will be held by the Sheriff for the Magistrate's Court, in front of the Magistrate's Court Uitenhage, on Thursday, 25 May 1995 at 11:00, of the following immovable property situated at: 1 Nico Avenue, Uitenhage:

Zoned: Residential; being Erf 11895, Uitenhage, in the area of Uitenhage Transitional Local Council, Division of Uitenhage, Eastern Cape Province, in extent 654 square metres, held by Edward John Welsh, under Deed of Transfer T34342/1983, and subject to the conditions referred to therein.

The following improvements are situated on the property although nothing in this respect is guaranteed: Single storey detached conventional dwelling under asbestos with lounge, dining-room, kitchen, three bedrooms, bathroom and servants' quarters.

The conditions of sale will be read immediately prior to the sale, and are lying for inspection at the office of the Sheriff for the Magistrate's Court, Uitenhage.

Terms: 10% (ten per cent) of the purchase price and 5% (five per cent) Sheriff's (auctioneer's) charges up to R20 000 (twenty thousand rand) and thereafter 3% (three per cent) to a maximum of R6 000 (six thousand rand) with a minumum of R200 (two hundred rand) in cash at the time of the sale; the balance against transfer to be secured by a bank or building society or other acceptable guarantee, to be furnished to the Sheriff of the Court within twenty-one (21) days from the date of sale.

Dated at Uitenhage this 18th day of April 1995.

J. S. Levy & Levy, Attorneys for Execution Creditor, 301 S A Permanent Centre, Caledon Street, Uitenhage.

Case 5795/92

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

In the matter between Nedcor Bank Limited (formerly Nedperm Bank Ltd, formerly S A Permanent Building Society), Execution Creditor, and N. E. Marambana, First Execution Debtor, and Z. P. Marambana, Second Execution Debtor

In execution of a judgment of the Magistrate's Court for the District of Uitenhage, dated 27 July 1992, and in pursuance of an attachment in execution dated 21 June 1994, a sale by public auction will be held by the Sheriff for the Magistrate's Court, in front of the Magistrate's Court Uitenhage, on Thursday, 25 May 1995 at 11:00, of the following immovable property situated at: 142 Ponana Tini Street, Kwanobuhle:

Zoned: Residential; being Erf 456 (now Erf 2371) Kwanobuhle, in the area of Uitenhage, Transitional Local Council, Division of Uitenhage, Eastern Cape Province, in extent 363 square metres, held by Ntombise Evelyn Marambana, under Certificate of Registered Grant of Leasehold 456/1 dated 21 March 1986, subject to the conditions referred to therein.

The following improvements are situated on the property although nothing in this respect is guaranteed: Single storey detached conventional dwelling under asbestos with lounge, kitchen, three bedrooms, kitchen and bathroom.

The conditions of sale will be read immediately prior to the sale, and are lying for inspection at the office of the Sheriff for the Magistrate's Court, Uitenhage.

Terms: 10% (ten per cent) of the purchase price and 5% (five per cent) Sheriff's (auctioneer's) charges up to R20 000 (twenty thousand rand) and thereafter 3% (three per cent) to a maximum of R6 000 (six thousand rand) with a minumum of R200 (two hundred rand) in cash at the time of the sale; the balance against transfer to be secured by a bank or building society or other acceptable guarantee, to be furnished to the Sheriff of the Court within twenty-one (21) days from the date of sale.

Dated at Uitenhage this 19th day of April 1995.

J. S. Levy & Levy, Attorneys for Execution Creditor, 301 S A Permanent Centre, Caledon Street, Uitenhage.

Case 10662/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

Nedcor Bank Limited versus Zachery Peter Solomons, married in commonunity of property to Julia Daphne Solomons

The property Erf 14135, Mitchells Plain, in the municipality of Cape Town, Cape Division, in extent 183 square metres, situated at 6 Warhawk Street, Rocklands, Mitchells Plain.

Improvements (not guaranteed): One semi-detached dwelling built with bricks under a tiled roof consisting of approximately three bedrooms, kitchen, lounge and toilet/bathroom.

Date of sale: 30 May 1995 at 09:00.

Place of sale: Magistrate's Court, Mitchells Plain.

Material conditions: The sale will be sold voetstoots, by public auction to the highest bidder, the purchase price therein payable as follows: R2 000 (two thousand rand) in cash or by bank cheque upon signature of the conditions of sale; 10% (ten per cent) of the purchase price less the sum of R2 000 (two thousand rand) in cash or by bank cheque on the day of sale, and the balance on transfer together with interest thereon calculated in the manner set out more fully in the conditions of sale and subject to the terms set out in the conditions of sale which will be read immediately prior to the sale and which are available for inspection at the offices of the Sheriff, Mitchells Plain-South, at 6 Mulberry Mall, Strandfontein Centre, Strandfontein.

Dated at Claremont the 12th day of April 1995.

Pincus Matz Marquard Hugo-Hamman, Attorneys for Judgment Creditor, 135 Main Road, Claremont.

Case 19010/94

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

In the matter between First National Bank of SA Limited, Plaintiff, and V. N. C. Blegenhout, First Defendant, and J. J. Blegenhout, Second Defendant

In terms of a judgment granted by the Magistrate's Court of Wynberg, dated 7 September 1994, and a warrant of execution dated 7 September 1994, the undermentioned property will be sold voetstoots and without reserve in execution by public auction held on site to the highest bidder, on 1 June 1995 at 12:00:

Erf 8117, Cape Town, at Heathfield in the Municipality of Cape Town, Cape Division, more commonly known as 2 Avery Road, Heathfield, Cape, in extent 553 (five hundred and fifty-three) square metres.

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 stand and subject to the conditions of the existing title deed. The highest bidder shall be the purchaser subject to the provisions of section 66 of the above Act.
- 2. The following information is furnished but not guaranteed: One brick dwelling, consisting of four bedrooms, 1.5 bathrooms, kitchen, lounge, dining-room, garage and IRB roof.
- 3. One tenth (1/10th) of the purchase price shall be paid in cash or by means of a bank or guaranteed cheque immediately after the property is declared to be sold and the balance of the purchase price, together with interest thereon at the ruling bank rate to be paid against registration of transfer, and secured within fourteen (14) days after the date of sale by a bank or building society guarantee.
- 4. The full and complete conditions of sale will be read out at the time of the sale and may be inspected at the offices of the Sheriff of the Court, Wynberg,
 - A. G. Butler, for Butler & Blanckenberg, Plaintiff's Attorneys, 21 Belmont Road, Rondebosch. (Ref. AGB/Mrs Ratcliffe.)

Case 259/95

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

In the matter between **Eskom**, Judgment Creditor, and **Frans Johannes Charlies**, First Judgment Debtor, and **Leah Charlies**Second Judgment Debtor

In pursuance of a judgment granted on 21 February 1995, in the Vredenburg Magistrate's Court, the following property will be sold to the highest bidder on 9 June 1995 at 12:00, at 117 Erica Road, Louwville, Vredenburg:

Description: Erf 7651, Vredenburg, in the Municipality of Vredenburg-Saldanha, Administrative District of Malmesbury, situated at 117 Erica Road, Louwville, being chosen domicilium, in extent four hundred and twenty-five (425) square metres.

Postal address: 117 Erica Road, Louwville, Vredenburg.

Improvements:

Dwelling: Lounge, kitchen, two bedrooms and bathroom (not guaranteed).

Held by Deed of Transfer 35428/89.

- 1. The full and complete conditions of sale will be read immediately before the sale and will lie for inspection at the offices of the Sheriff and at the offices of the auctioneer.
- 2. Payment: Ten per centum (10%) of the purchase price on the day of the sale and the balance together with interest calculated on Plaintiff's claim at the rate of 14,25% (fourteen comma two five per cent) from the date of sale to date of registration of transfer, against transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

Dated at Parow on this 18th day of April 1995.

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

Case 354/95

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

In the matter between **Eskom Finance Company (Pty) Limited**, Judgment Creditor, and **Isak Bester**, First Judgment Debtor, and **Katrina Bester**, Second Judgment Debtor

In pursuance of a judgment granted on 17 March 1995, in the Vredenburg Magistrate's Court, the following property will be sold to the highest bidder on 9 June 1995 at 13:00, at 14 Bergsig Street, Vredenburg:

Description: Erf 6550, Vredenburg, in the Municipality of Vredenburg-Saldanha, Malmesbury Division, situated at 14 Bergsig Street, Louwville, in extent three hundred and twenty-one (321) square metres.

Postal address: 14 Bergsig Street, Vredenburg.

Improvements:

Dwelling: Lounge, kitchen, two bedrooms bathroom and toilet (not guaranteed).

Held by Deed of Transfer 8288/90.

- 1. The full and complete conditions of sale will be read immediately before the sale and will lie for inspection at the offices of the Sheriff and at the offices of the auctioneer.
- 2. Payment: Ten per centum (10%) of the purchase price on the day of the sale and the balance together with interest calculated on Plaintiff's claim at the rate of 16,25% (sixteen comma two five per cent) from the date of sale to date of registration of transfer, against transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

Dated at Parow on this 18th day of April 1995.

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

Case 2190/92 PH 255

IN THE SUPREME COURT OF SOUTH AFRICA

(Cape of Good Hope Provincial Division)

In the matter between The Standard Bank of South Africa Limited, Plaintiff, and Sindezama Voorman Malgas,
First Defendant, and Nasipho Lynette Malgas, 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 in front of the Mitchells Plain Magistrate's Court, on Thursday, 15 June 1995 at 10:00, of the undermentioned property of the Defendants on the conditions which will lie for inspection, at the offices of the Sheriff for the Supreme Court, Second Floor, Town Centre, Allegro Lane, Mitchells Plain:

Erf 30365, Khayelitsha, in the Area of the City Council of Lingelethu West, Administrative District of the Cape, in extent 284 square metres, and situated at 26 Mbukwane Street, Khayelitsha.

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

A 91 square metres main dwelling consisting of lounge/dining-room, kitchen, three bedrooms, bathroom with water closet and water closet with shower.

Terms:

- 1. 10% (ten per centum) of the purchase price in cash on the day of the sale, the balance payable against registration of transfer, to be secured by a bank, building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale
- 2. Auctioneer's charges, payable on the day of sale, to be calculated as follows: 5% (five per cent) on the proceeds of the sale up to a price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Montague Gardens this 18th day of April 1995.

W. D. Inglis, for William Inglis, Plaintiff's Attorneys, 17 Marconi Road, Montague Gardens. [Tel. (021) 52-5138.] (Ref. W. D. Inglis/cs/S637/1766.)

Case 7919/94 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 Nomsa Constance Ngaba, 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 in front of the Mitchells Plain Magistrate's Court, on Thursday, 15 June 1995 at 10:00, of the undermentioned property of the Defendant on the conditions which will lie for inspection, at the offices of the Sheriff for the Supreme Court, Second Floor, Town Centre, Allegro Lane, Mitchells Plain:

Erf 27401, Khayelitsha, situated in the City Council of Lingelethu West, Administrative District of the Cape, in extent 245 square metres, and situated at 5 Jejani Street, Khayelitsha.

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

A 80 square metres main dwelling consisting of lounge, dining-room, kitchen, three bedrooms and bathroom with water closet.

Terms:

- 1. 10% (ten per centum) of the purchase price in cash on the day of the sale, the balance payable against registration of transfer, to be secured by a bank, building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale.
- 2. Auctioneer's charges, payable on the day of sale, to be calculated as follows: 5% (five per cent) on the proceeds of the sale up to a price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Montague Gardens this 18th day of April 1995.

W. D. Inglis, for William Inglis, Plaintiff's Attorneys, 17 Marconi Road, Montague Gardens. [Tel. (021) 52-5138.] (Ref. W. D. Inglis/cs/S1791/4514.)

Case 1960/92 PH 255

IN THE SUPREME COURT OF SOUTH AFRICA

(Cape of Good Hope Provincial Division)

In the matter between The Standard Bank of South Africa Limited, Plaintiff, and Peter Mabokela, First Defendant, and Lele Lilly Mabokela, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Cape of Good Hope Provincial), in the above-mentioned suit, a sale without reserve will be held in front of the Mitchells Plain Magistrate's Court, on Thursday, 15 June 1995 at 10:00, of the undermentioned property of the Defendants on the conditions which will lie for inspection at the offices of the Sheriff for the Supreme Court, Second Floor, Town Centre, Allegro Lane, Mitchells Plain:

Erf 30309, Khayelitsha, in the Area of the City Council of Lingelethu West, Administrative District of the Cape, in extent 268 square metres, and situated at 36 Nciniba Crescent, Elitha Park, Khayelitsha.

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

A 63 square metre main dwelling consisting of a lounge, kitchen, three bedrooms and a 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 18th day of April 1995.

William Inglis, for W. D. Inglis, 17 Marconi Road, Montague Gardens. [Tel. (021) 52-5138.] (Ref. W. D. Inglis/cs/S628/1756.)

Case 15182/91 PH 255

IN THE SUPREME COURT OF SOUTH AFRICA

(Cape of Good Hope Provincial)

In the matter between The Standard Bank of South Africa Limited, Plaintiff, and Bonakele Bennet Nxala, First Defendant, and Phumla Patience Nxala. 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 in front of the Mitchells Plain Magistrate's Court, on Thursday, 15 June 1995 at 10:00, of the undermentioned property of the Defendants on the conditions which will lie for inspection at the offices of the Sheriff for the Supreme Court, Second Floor, Town Centre, Allegro Lane, Mitchells Plain:

Erf 28279, Khayelitsha, in the Area of the City of Lingelethu West, Administrative District of the Cape, in extent 247 square metres, and situated at 196 Ngcwalazi Drive, Elitha Park, Khayelitsha.

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

A 43 square metre main dwelling consisting of an entrance hall, lounge/dining-room, kitchen, two bedrooms and bathroom with water closet.

Terms:

- 1. 10% (ten per centum) of the purchase price in cash on the day of sale, the balance payable against registration of transfer, to be secured by a bank or building society or other acceptable guarantee to be furnished within fourteen (14) days from the date of sale.
 - 2. Auctioneer's charges, payable on the day of sale to be calculated as follows:

5% (five per centum) on the proceeds of the sale up to a price of R20 000 (twenty thousand rand) and thereafter 3% (three per centum) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Montague Gardens this 18th day of April 1995.

William Inglis, for W. D. Inglis, Plaintiff's Attorneys, 17 Marconi Road, Montague Gardens. [Tel. (021) 52-5138.] (Ref. W. D. Inglis/cs/S509/1544.)

Case 1963/92 PH 255

IN THE SUPREME COURT OF SOUTH AFRICA

(Cape of Good Hope Provincial Division)

In the matter between The Standard Bank of South Africa Limited, Plaintiff, and Zolile Fantevini, 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 in front of the Mitchells Plain Magistrate's Court, on Thursday, 15 June 1995 at 10:00, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff for the Supreme Court, Second Floor, Town Centre, Allegro Lane, Mitchells Plain:

Erf 30198, Khayelitsha, in the Area of the City Council of Lingelethu West, Administrative District of the Cape, in extent 324 square metres, and situated at 21 Nonqane Street, Khayelitsha.

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

A 43 square metre main dwelling consisting of a lounge, kitchen, two bedrooms and a 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 18th day of April 1995.

William Inglis, for W. D. Inglis, Plaintiff's Attorneys, 17 Marconi Road, Montague Gardens. [Tel. (021) 52-5138.] (Ref. W. D. Inglis/cs/S596/1719.)

Case 52050/93

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

Nedcor Bank Limited versus T. B. Jansen

The property: Erf 74973, Cape Town at Wynberg, situated in the City of Cape Town, Cape Division, in extent 496 square metres, situated at 16 Sixth Avenue, Fairways.

Improvements (not guaranteed): Brick dwelling, tiled roof, lounge, dining-room, kitchen, three bedrooms, two and a half bathrooms, study, patio, garage, granny flat consisting of kitchen, bedroom, bathroom and pool.

Date of sale: 30 May 1995 at 10:00.

Place of sale: 16 Sixth Avenue, Fairways.

Material conditions: The sale will be voetstoots by public auction to the highest bidder, the purchase price payable as follows: R2 000 in cash or by bank cheque upon signature of the conditions of sale; 10% (ten per centum) of the purchase price less the sum of R2 000 in cash or by bank cheque on the day of the sale, and the balance on transfer together with interest thereon calculated in the manner set out more fully in the conditions of sale and subject to the terms set out in the conditions of sale which will be read immediately prior to the sale and which are available for inspection at the offices of the Sheriff for the Magistrate's Court, Electric Road, Wynberg.

Pincus Matz Marquard Hugo-Hamman, Attorneys for Judgment Creditor, 135 Main Road, Claremont.

Saak 4115/92

IN DIE LANDDROSHOF VIR DIE DISTRIK UITENHAGE GEHOU TE UITENHAGE

In die saak tussen **Gerome van Tonder**, handeldrywende as **Gerome van Tonder Motors**, Eksekusieskuldeiser, en **Hermanus Fourie**, handeldrywende as **Maans Motors**, Eksekusieskuldenaar

Kragtens 'n vonnis van die Landdroshof op Uitenhage gedateer 31 Junie 1994 sal die ondergemelde eiendom verkoop word deur die Balju vir die Landdroshof op Donderdag, 1 Junie 1995 om 11:00, voor die Landdroskantoor te Durbanstraat, Uitenhage, aan die hoogste bieder. Die eiendom is geleë te Maitlandstraat 15, Van Riebeeckhoogte, Uitenhage:

Gebied: Residensieel.

Te wese: Erf 1168, Uitenhage, in die gebied van Uitenhage Oorgangsraad, afdeling van Uitenhage, grootte 796 m².

Gehou deur: Hermanus Fourie.

Onder: Titelakte 8017 gedateer 15 Mei 1951, en onderhewig aan die voorwaardes daarin vermeld.

Die volgende verbeterings op gemelde eiendom word as volg beskryf, maar geen waarborg in hierdie opsig gegee nie:

'n Enkelverdiepinghuis met teëldak met sitkamer, drie slaapkamers, kombuis en badkamer.

Die voorwaardes van verkoping sal onmiddellik voor die verkoping deur die Balju gelees word, en lê te insae by die kantoor van die Balju vir die Landdroshof, Stockenstroomstraat 12, Uitenhage-Suid.

Terme: 10% (tien persent) van die aankoopprys en 5% (vyf persent) Balju (afslaer) se koste tot R20 000 en daarna 3% (drie persent) met 'n maksimum van R6 000 en 'n minimum van R200 in kontant ten tye van die verkoping, die balans teen registrasie van transport en verseker te word deur 'n waarborg van 'n bank of bougenootskap of enige andere aanvaarbare waarborg, moet binne 21 (een-en-twintig) dae aan die Balju verskaf word vanaf datum van verkoping.

Gedateer te Uitenhage op hierdie 21ste dag van April 1995.

Le Roux Cubitt & Cronjé, Prokureurs vir Eksekusieskuldeiser, Blenheinhuis, Bairdstraat 4 (Posbus 16), Uitenhage, 6230. (Verw. JTC/mev. Hayes/Inv/mk/G01415/G146.)

Case 5355/93

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

In the matter between **Saambou Bank Ltd** (formerly Saambou National Building Society), Execution Creditor, and **P. R. Meiring**, First Execution Debtor, and **E. Meiring**, Second Execution Debtor

In execution of a judgment of the Magistrate's Court for the District of Uitenhage dated 12 July 1993 and in pursuance of an attachment in execution dated 22 March 1995, a sale by public auction will be held by the Sheriff for the Magistrate's Court, in front of the Magistrate's Court, Uitenhage, on Thursday, 25 May 1995 at 11:00, of the following immovable property situated at 101 Boom Street, Despatch:

Zoned: Residential.

Being: Erf 3224, Despatch, in the area of Despatch Transitional Council, Division of Uitenhage, Eastern Cape Province, in extent 1 364 square metres.

Held by: Percy Ronnie Meiring and Elizabeth Meiring.

Under: Deed of Transfer T51100/92, and subject to the conditions referred to therein.

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

Single storey detached conventional dwelling under asbestos with lounge/dining-room, two bedrooms, kitchen and bath-room.

The conditions of sale will be read immediately prior to the sale, and are lying for inspection at the office of the Sheriff for the Magistrate's Court, Uitenhage.

Terms: 10% (ten per cent) of the purchase price and 5% (five per cent) Sheriff's (auctioneer's) charges up to R20 000 and thereafter 3% (three per cent) to a maximum of R6 000 with a minimum of R200 in cash at the time of the sale, the balance against transfer to be secured by a bank or building society or other acceptable guarantee, to be furnished to the Sheriff of the Court within twenty-one (21) days from date of the sale.

Dated at Uitenhage this 13th day of April 1995.

J. S. Levy & Levy, Attorneys for Execution Creditor, 301 S A Permanent Centre, Caledon Street, Uitenhage.

Case 7190/92

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

In the matter between **Nedcor Bank Ltd** (formerly Nedperm Bank Ltd) (formerly S A Permanent Building Society), Execution Creditor, and **C. J. Witbooi**, First Execution Debtor, and **L. H. Witbooi**, Second Execution Debtor

In execution of a judgment of the Magistrate's Court for the District of Uitenhage dated 19 August 1993 and in pursuance of an attachment in execution dated 29 March 1995, a sale by public auction will be held by the Sheriff for the Magistrate's Court, in front of the Magistrate's Court, Uitenhage, on Thursday, 25 May 1995 at 11:00, of the following immovable property situated at 61 Wagtail Street, Rosedale, Uitenhage:

Zoned: Residential.

Being: Erf 16783, Uitenhage, in the area of Uitenhage Transitional Council, Division of Uitenhage, Eastern Cape Province, in extent 345 square metres.

Held by: Clive John Witbooi and Loren Helene Witbooi.

Under: Deed of Transfer T20592/89, and subject to the conditions referred to therein.

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

Single storey detached conventional dwelling under asbestos with lounge, two bedrooms, kitchen and bathroom.

The conditions of sale will be read immediately prior to the sale, and are lying for inspection at the office of the Sheriff for the Magistrate's Court, Uitenhage.

Terms: 10% (ten per cent) of the purchase price and 5% (five per cent) Sheriff's (Auctioneer's) charges up to R20 000 and thereafter 3% (three per cent) to a maximum of R6 000 with a minimum of R200 in cash at the time of the sale, the balance against transfer to be secured by a bank or building society or other acceptable guarantee, to be furnished to the Sheriff of the Court within twenty-one (21) days from date of the sale.

Dated at Uitenhage this 13th day of April 1995.

J. S. Levy & Levy, Attorneys for Execution Creditor, 301 S A Permanent Centre, Caledon Street, Uitenhage.

Case 1561/95

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

In the matter between **Nedcor Bank Ltd** (formerly Nedperm Bank Ltd) (formerly S A Permanent Building Society) Execution Creditor, and **H. Jacobs**, First Execution Debtor, and **G. E. Jacobs**, Second Execution Debtor

In execution of a judgment of the Magistrate's Court for the District of Uitenhage dated 16 March 1995 and in pursuance of an attachment in execution dated 29 March 1995, a sale by public auction will be held by the Sheriff for the Magistrate's Court, in front of the Magistrate's Court, Uitenhage, on Thursday, 25 May 1995 at 11:00, of the following immovable property situated at 19 Skimmer Street, Rosedale, Uitenhage:

Zoned: Residential.

Being: Erf 14934, Uitenhage, in the area of Uitenhage Transitional Council, Division of Uitenhage, Eastern Cape Province, in extent 300 square metres.

Held by: Hendrik Jacobs and Geraldine Evelyn Jacobs.

Under: Deed of Transfer T62468/94, and subject to the conditions referred to therein.

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

Single storey detached conventional dwelling under asbestos with lounge, two bedrooms, kitchen and bathroom.

The conditions of sale will be read immediately prior to the sale, and are lying for inspection at the office of the Sheriff for the Magistrate's Court, Uitenhage.

Terms: 10% (ten per cent) of the purchase price and 5% (five per cent) Sheriff's (auctioneer's) charges up to R20 000 and thereafter 3% (three per cent) to a maximum of R6 000 with a minimum of R200 in cash at the time of the sale, the balance against transfer to be secured by a bank or building society or other acceptable guarantee, to be furnished to the Sheriff of the Court within twenty-one (21) days from date of the sale.

Dated at Uitenhage this 13th day of April 1995.

J. S. Levy & Levy, Attorneys for Execution Creditor, 301 S A Permanent Centre, Caledon Street, Uitenhage.

Case 13999/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

ABSA Bank Limited, trading as United Bank, versus Soyisile Jim Sikili and Siziwe Leticia Sikili

The following property will be sold in execution in front of the Courthouse for the District of Mitchells Plain, on Thursday, 1 June 1995 at 10:00, to the highest bidder:

Erf 18912, Khayelitsha, in extent 230 square metres, held by T69119/1989, situated at 19 Tokoza Road, Ekupumleni, Khayelitsha, Western Cape.

- 1. The following improvements are reported but not guaranteed: Dwelling: Lounge/dining-room, kitchen, three bedrooms, bathroom/toilet.
- 2. Payment: Ten per centum (10%) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 17,25% (seventeen comma two five per centum) per annum calculated on the Judgment Creditor's claim from the date of sale to date of transfer] against registration of transfer, which amounts are to be secured by approved bank guarantee to be delivered within 14 days of the sale.
 - 3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.
- 4. Conditions: The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeek Street, Cape Town. (Ref. D2U1469/105899/gt.)

Case 4341/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

ABSA Bank Limited, trading as United Bank, versus Sizwe Shebon Mandindi and Patience Mandindi

The following property will be sold in execution in front of the Courthouse for the District of Mitchells Plain, on Thursday, 1 June 1995 at 10:00, to the highest bidder:

Erf 24038, Khayelitsha, in extent 287 square metres, held by T75588/1988, situated at Erf 24038, Khayelitsha, Plum Crescent, Tembani Village, Khayelitsha, Western Cape.

- 1. The following improvements are reported but not guaranteed: *Dwelling:* Lounge, kitchen, three bedrooms, shower/toilet, en suite bathroom/toilet.
- 2. Payment: Ten per centum (10%) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 17,25% (seventeen comma two five per centum) per annum calculated on the Judgment Creditor's claim from the date of sale to date of transfer] against registration of transfer, which amounts are to be secured by approved bank guarantee to be delivered within 14 days of the sale.
 - 3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.
- 4. Conditions: The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeek Street, Cape Town. (Ref. D2U0697/128334/gt.)

Case 17126/92

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **David Peter de Hahn**, First Defendant, and **Portia Belinda de Hahn**, Second Defendant

In the above matter a sale will be held on Thursday, 1 June 1995 at 09:00, at the Cape Town Magistrate's Court, corner of Caledon and Parade Streets, Cape Town, being Erf 122290, Cape Town, at Maitland, in the Municipality of Cape Town, Cape Division, measuring 264 square metres, aslo known as 36 Seil Plein, Factreton.

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 seventeen comma two five per centum (17,25%) per annum, is to be paid against registration of transfer, which shall be given and taken forthwith after the sale.
- 3. The following improvements are on the property (although nothing in this respect is guaranteed): A dwelling comprising three bedrooms, lounge, 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 Cape Town and at the offices of the undersigned.

Minde Schapiro & Smith, Attorneys for Plaintiff, Park Building, 49 Durban Road, Bellville. (Tel. 948-4761.) (Ref. A. Pepler/Ir.)

Case 11319/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

In the matter between ABSA Bank Limited, trading as United Bank versus Hugo Amos Coetzee and Sue Anne Coetzee

The following property will be sold in execution by public auction, held at 38 York Street, Kraaifontein, to the highest bidder on 30 May 1995 at 10:00:

Erf 8296, Kraaifontein, in the Municipality of Kraaifontein, Division of Paarl, in extent 495 (four hundred and ninety-five) square metres, held by Deed of Transfer T49179/93, situated at 38 York Street, Kraaifontein.

Conditions of sale:

- 1. The full and complete conditions of sale will be read immediately before the sale and will lie for inspection at the offices of the Sheriff and at the offices of the auctioneer.
- 2. The following information is furnished but not guaranteed: A dwelling consisting of lounge, kitchen, three bedrooms, bathroom/toilet, toilet/shower and garage.
- 3. Payment: Ten per centum (10%) of the purchase price on the day of the sale and the balance together with interest at the current rate of 17,25% (seventeen comma two five per centum) per annum, calculated on the Judgment Creditor's claim from the date of sale to date of transfer against registration of transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

Dated at Cape Town on this the 11th day of April 1995.

Buchanan Boyes, Attorneys for Judgment Creditor, 13 Hout Street, Cape Town. (Tel. 23-9200.)

Case 20686/94

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

In the matter between **First National Bank of Southern Africa Limited** (Reg. No. 05/01225/06), Plaintiff, and **Fatima Karriem**, married by Moslem Rites, Defendant

In the above matter a sale will be held on Tuesday, 23 May 1995 at 14:00, at the site being:

Erf 77, Knole Park, in the Local Area of Ottery, Cape Division, measuring 1 146 (one thousand one hundred and forty-six) 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. $\frac{1}{10}$ (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 current bank rate is to be paid against registration of transfer, which shall be given and taken forthwith after the sale.
- 3. The following improvements are on the property (although nothing in this respect is guaranteed): Consisting of brick dwelling under tile roof including three bedrooms, bathroom/toilet, kitchen, lounge, dining-room and full granny flat.
- 4. The complete conditions of sale will be read out at the time of the sale and may be inspected at the offices of the Sheriff, of the Magistrate's Court, Wynberg, and at the offices of the undersigned.

Dated at Grassy Park on this 24th day of March 1995.

E. W. Domingo, and E. W. Domingo & Associates, Plaintiff's Attorneys, Grassy Park Shopping Centre, Victoria Road, Grassy Park. (Tel. 706-2873/3/4/5.)

Case 33413/94

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

ABSA Bank Limited, trading as United Bank versus Skocole Properties CC

The following property will be sold in execution at the site of the property, 19 and 21 Dale Road, Lansdowne, Western Cape, on Wednesday, 7 June 1995 at 12:00, to the highest bidder:

Erf 59568, Cape Town, at Lansdowne, in extent 497 square metres, held by T75186/1989, situated at 19 and 21 Dale Road, Lansdowne, Western Cape.

- 1. The following improvements are reported but not guaranteed: Two semi-detached dwellings each comprising of lounge, kitchen, two bedrooms and bathroom/toilet.
- 2. Payment: 10% (ten per centum) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 17,25% (seventeen comma two five per cent) per annum, calculated on the Judgment Creditor's claim from the date of sale to date of transfer] against registration of transfer, which amounts are to be secured by approved bank guarantee to be delivered within 14 days of the sale.
 - 3. The Sheriff shall required 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. 4U119489/gl.)

Case 1820/95

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Thobedi Jacob Makhene**, First Defendant, and **Vuyelwa Miriam Makhene**, Second Defendant

In the above matter a sale will be held on Tuesday, 30 May 1995 at 09:00, at the Mitchells Plain Magistrate's Court, First Avenue, Eastridge, Mitchells Plain, being Erf 13150, Mitchells Plain, in the Municipality of Cape Town, Cape Division, measuring 615 square metres, also known as 21 Liberator Road, Rocklands, Mitchells Plain.

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. $\frac{1}{10}$ (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 17,25% (seventeen comma two five per centum) per annum, is to be paid against registration of transfer, which shall be given and taken forthwith after the sale.
- 3. The following improvements are on the property (although nothing in this respect is guaranteed): A brick dwelling with a tiled roof comprising three bedrooms, lounge, 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 Mitchells Plain, and at the offices of the undersigned.

Minde Schapiro & Smith, Attorneys for Plaintiff, Park Building, 49 Durban Road, Bellville. (Tel. 948-4761.) (Ref. A Pepler/Ir.)

Case 1820/95

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Kashief Petersen**, First Defendant, and **Yasmina Petersen**, Second Defendant

In the above matter a sale will be held on Tuesday, 30 May 1995 at 10:00, at the Mitchells Plain Magistrate's Court, First Avenue, Eastridge, Mitchells Plain, being Erf 24691, Mitchells Plain, in the Municipality of Cape Town, Cape Division, measuring 148 square metres, also known as 35 Caranotion Road, Lentegeur, Mitchells Plain.

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. $\frac{1}{10}$ (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 17,25% (seventeen comma two five per centum) 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 semi-detached maisonette comprising (bottom) kitchen, lounge, and bedroom; (upstairs) bathroom/toilet and two bedrooms.
- 4. The complete conditions of sale will be read out at the time of the sale and may be inspected prior thereto at the offices of the Sheriff at Mitchells Plain, and at the offices of the undersigned.

Minde Schapiro & Smith, Attorneys for Plaintiff, Park Building, 49 Durban Road, Bellville. (Tel. 948-4761.) (Ref. A Pepler/Ir.)

Case 8130/94

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

In the matter between **Nedcor Bank Limited** (formerly Nedperm Bank Ltd) (formerly SA Permanent Building Society), Execution Creditor, and **A. M. Campher**, Execution Debtor

In execution of a judgment of the Magistrate's Court for the District of Uitenhage, dated 4 November 1994, and in pursuance of an attachment in execution, dated 14 November 1994, a sale by public auction will be held by the Sheriff for the Magistrate's Court, in front of the Magistrate's Court, Uitenhage, on Thursday, 18 May 1995 at 11:00, of the following immovable property, situated at Portion 18 (a portion of Portion 4), of the farm Mimosa Dale 328:

Zoned: Residential.

Being: Portion 18 (a portion of Portion 4), of the farm Mimosa Dale 328, Division of Uitenhage, Eastern Cape Province, in extent 4,2549 hectares, held by Audrey Mercia Campher, under Deed of Transfer T59018/92, and subject to the conditions referred to therein.

The following improvements are situated on the property although nothing in this respect is guaranteed: A small holding on which is a single storey detached dwelling under iron roof, consisting of six bedrooms, two kitchens, three living-rooms, dining-room, two bathrooms, servants' quarters and six outbuildings and/or garages.

The conditions of sale will be read immediately prior to the sale, and are lying for inspection at the office of the Sheriff for the Magistrate's Court, Uitenhage.

Terms: 10% (ten per cent) of the purchase price and 5% (five per cent) Sheriff's (auctioneer's) charges up to R20 000 and thereafter 3% (three per cent) to a maximum of R6 000 with a minimum of R200 in cash at the time of the sale, the balance against transfer to be secured by a bank or building society or other acceptable guarantee, to be furnished to the Sheriff of the Court within twenty-one (21) days from date of the sale.

Dated at Uitenhage this 10th day of April 1995.

J. S. Levy & Levy, Attorneys for Execution Creditor, 301 SA Permanent Centre, Caledon Street, Uitenhage.

Saak 3804/93

IN DIE LANDDROSHOF VIR DIE DISTRIK PAARL GEHOU TE PAARL

In die saak tussen **Oostelike Provinsie Bouvereniging** (nou Fidelity Bank Beperk), Eiser, en **Dawood Abbas Parker**, Verweerder

In die gemelde saak sal 'n veiling gehou word op Vrydag, 2 Junie 1995 om 10:00, op die plek te Curlewisstraat 17, Paarl:

Erf 13130, gedeelte van Erf 6622, Paarl, in die munisipaliteit en administratiewe distrik Paarl, groot 547 (vyfhonderd seween-veertig) vierkante meter, gehou deur die Verweerder kragtens Transportakte T24418/87, gedateer 9 Junie 1987, geleë te Curlewisstraat 17, Paarl.

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 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 17,8% (sewentien komma agt persent) per jaar betaal te word teen registrasie van oordrag wat onverwyld na die veiling gegee en geneem sal word.
- 3. Die volgende verbeteringe is op die eiendom aangebring (hoewel niks in hierdie opsig gewaarborg word nie): 'n Woonhuis bestaande uit sitkamer, eetkamer, twee slaapkamers, kombuis en badkamer.
- 4. Die volledige veilingsvoorwaardes sal ten tye van die veiling voorgelees word en lê voor die tyd ter insae in die kantoor van die Balju van die Landdroshof, Paarl, en in die kantoor van die ondergetekende.

Gedateer te Bellville op hierdie 18de dag van April 1995.

E. L. Conradie, vir Marais Müller, Prokureur vir Vonnisskuldeiser, Sewende Verdieping, Blok B, BSE-sentrum, Voortrekkerweg 89, Bellville. (Tel. 948-4061.)

Case 34385/94

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 Mzayifani Boby Dlepu, Defendant

In pursuance of a judgment in the Court of the Magistrate in the District of Port Elizabeth, dated 12 December 1994, the property listed hereunder will be sold in execution on Friday, 26 May 1995 at 14:15, at the front entrance to the New Law Courts, North End, Port Elizabeth:

All the Defendant's right, title and interest in the leasehold in respect of Erf 470, Motherwell NU6 Phase 1, now known as Erf 8640, Motherwell, in the Administrative District of Uitenhage, measuring 231 (two hundred and thirty-one) square metres, situated at 116 Mgwanqa Street, Motherwell, Port Elizabeth.

Conditions of sale: The purchase price will be payable as to a deposit in cash of 10% (ten per cent) and the balance against transfer. The full conditions of sale will be read immediately prior to the sale and may be inspected at the offices of the Sheriff: Magistrate's Court, Port Elizabeth. A substantial bank loan can be arranged for an approved purchaser.

Dated at Port Elizabeth on this 23rd day of March 1995.

Brown Braude & Vlok Inc., Plaintiff's Attorneys, Hancocks House, 317 Cape Road, Newton Park, Port Elizabeth. (Ref. D. C. Baldie/ah.)

Case 8309/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

In the matter between The Standard Bank of South Africa Limited, Execution Creditor, and Henricus Johannes Becker, Execution Debtor

In terms of a judgment granted by the Magistrate's Court for the District of Kuils River dated 7 October 1995 and a warrant of execution issued, the undermentioned property will be sold voetstoots and without reserve in execution by public auction held on the premises, to the highest bidder on 1 June 1995 at 10:00:

Erf 3537, Brackenfell, in the Municipality of Brackenfell, Division of Stellenbosch, in extent 792 (seven hundred and ninety-two) square metres.

Street address: 3 Impala Street, Ruwari, Brackenfell.

Conditions of sale:

- (1) The property will be sold in execution without reserve and voetstoots to the highest bidder by public auction and subject to the provisions and conditions of the Magistrates' Courts Act, No. 32 of 1944, as amended, and the rules applicable thereto and also the servitudes and conditions attaching to the property contained in the relevant title deeds.
- (2) The following information is furnished but not guaranteed: Entrance hall, lounge, dining-room, family-room, kitchen, four bedrooms, two bathrooms en suite, braai, swimming-pool and double garage.
- (3) The full and complete conditions of sale will be announced by the Sheriff of the Magistrate's Court or auctioneer immediately before the sale and will lie for inspection at the offices of the Sheriff of the Magistrate's Court, 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 the 20th day of April 1995.

W. de Braal, for Buchanan Boyes, Attorneys for Execution Creditor, Second Floor, Standard Bank Building, Kruskal Avenue, Bellville.

Case 34472/94

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 Jan van Staden, Defendant

In pursuance of a judgment in the Court of the Magistrate of the District of Port Elizabeth dated 30 January 1995, the property listed hereunder will be sold in execution on Friday, 26 May 1995 at 14:15 at the front entrance to the New Law Courts, Main Street, North End, Port Elizabeth:

Erf 12974, Bethelsdorp, in the Municipality and Administrative District of Port Elizabeth, measuring 258 (two hundred and fifty-eight) square metres, situated at 22 Bibby Avenue, Chatty, Port Elizabeth.

Conditions of sale: The purchase price shall be payable as a deposit in cash of 10% and the balance against transfer. The full conditions of sale will be read immediately prior to the sale and may be inspected at the office of the Sheriff, Magistrate's Court, Port Elizabeth. A substantial bank loan can be arranged for an approved purchaser.

Dated at Port Elizabeth on this the 10th day of April 1995.

Brown Braude & Vlok Inc., Plaintiff's Attorneys, Hancocks House, 317 Cape Road, Newton Park, Port Elizabeth. (Ref. D. C. Baldie/ah.)

Case 40405/94

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 Henry John Warnicker, First Defendant, and Una Joan Warnicker, Second Defendant

In pursuance of a judgment in the Court of the Magistrate of the District of Port Elizabeth dated 30 January 1995, the property listed hereunder will be sold in execution on Friday, 26 May 1995 at 14:15 at the front entrance to the New Law Courts, Main Street, North End, Port Elizabeth:

Erf 4635, Gelvandale, in the Municipality and Division of Port Elizabeth, measuring 216 (two hundred and sixteen) square metres, situated at 133 Renecke Street, Gelvandale, Port Elizabeth.

Conditions of sale: The purchase price shall be payable as a deposit in cash of 10% and the balance against transfer. The full conditions of sale will be read immediately prior to the sale and may be inspected at the office of the Sheriff, Magistrate's Court, Port Elizabeth. A substantial bank loan can be arranged for an approved purchaser.

Dated at Port Elizabeth on this the 10th day of April 1995.

Brown Braude & Vlok Inc., Plaintiff's Attorneys, Hancocks House, 317 Cape Road, Newton Park, Port Elizabeth. (Ref. D. C. Baldie/ah.)

Case 31939/91

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

in the matter between **NBS Bank Limited**, formerly Natal Building Society Limited (Reg. No. 87/01384/06), Plaintiff, and Kurt Lance Petersen, Defendant

In pursuance of a judgment of the Magistrate's Court of Wynberg and writ of execution dated 21 September 1993, the property listed hereunder, and commonly known as 59 Sixth Avenue, Rondebosch East, will be sold in execution at the premises on Thursday, 1 June 1995 at 14:00, to the highest bidder:

Erf 43693, Cape Town, at Crawford in the Municipality of Cape Town, Cape Division, in extent 496 square metres.

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

Single-storey residence built of brick with tiled roof, comprising three bedrooms, lounge, dining-room, kitchen, bathroom, toilet and single garage.

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

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

Dated at Cape Town this 7th day of April 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.764.)

Case 22604/94

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

In the matter between NBS Bank Limited, formerly Natal Building Society Limited (Reg. No. 87/01384/06), Plaintiff, and Edward Marthinus Ely, First Defendant, and Lucille Sabrina Ely, Second Defendant

In pursuance of a judgment of the Magistrate's Court, of Bellville and writ of execution dated 14 November 1994, the property listed hereunder, and commonly known as 56 Rutger Crescent, Belhar, will be sold in execution in front of the Magistrate's Court Bellville, on Tuesday, 30 May 1995 at 14:00, to the highest bidder:

Erf 31914 (portion of Erf 31906), Bellville, in the Local Area of Belhar, Cape Division, in extent 304 square metres.

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

Single-storey residence built of brick with tiled roof, comprising two bedrooms, lounge, kitchen, bathroom and toilet.

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Magistrate's Court, Bellville, 29 Northumberland Street, Bellville. A substantial loan can be raised for an approved purchaser with prior approval.

Dated at Cape Town this 7th day of April 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.1834.)

Case 37218/94

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

In the matter between The Standard Bank of South Africa Ltd, Plaintiff, and Garlieb Adams, Defendant

The following property will be sold in execution, voetstoots and without reserve, to the highest bidder, at the site on 6 June 1995 at 10:30:

Erf 119222, Cape Town at Woodstock, in the Municipality of Cape Town, Cape Division, in extent 237 square metres, also known as 46 Greatmore Street, Woodstock.

Conditions

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

Dwelling with three bedrooms, lounge, kitchen, bathroom and garage.

- 2. Payment: 10% (ten per centum) of the purchase price must be paid in cash or by deposit-taking institution-guaranteed cheque at the time of the sale and the balance, together with interest thereon at the ruling bank rate calculated on the Judgment Creditor's claim from date of sale to date of transfer, against registration of transfer, which amounts are to be secured by approved guarantee of a deposit-taking institution to be delivered within 14 days of the sale.
 - 3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.
- 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 18th day of April 1995.

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

Saak 1543/95

IN DIE LANDDROSHOF VIR DIE DISTRIK KIMBERLEY GEHOU TE KIMBERLEY

In die saak tussen **Eskom Finance Company (Edms.) Beperk,** Eiser, en **Krisjan Roberts,** Eerste Verweerder, en **Louisa Roberts,** Tweede Verweerder

Ingevolge 'n vonnis van die Hof van die Landdros van Kimberley en 'n lasbrief vir eksekusie gedateer 22 Maart 1995, sal die ondervermelde eiendom geregtelik verkoop word aan die hoogste bieder by die Landdroskantoorgebou, Kimberley, op Donderdag, 1 Junie 1995 om 10:00:

Sekere Restant van Erf 7588, Kimberley, geleë in die munisipaliteit van die Stad Kimberley, afdeling Kimberley, groot 899 vierkante meter, gehou kragtens Akte van Transport T1092/91 (ook bekend as Evansstraat 7, Kimberley).

Die verbeterings op die eiendom bestaan uit 'n losstaande huis met ingangsportaal, sitkamer, sonkamer, kombuis, eetkamer, familiekamer, drie slaapkamers, twee badkamers en stoep, maar niks word gewaarborg nie.

10% (tien persent) van die koopprys met Belasting op Toegevoegde Waarde daarop, indien van toepassing, en afslaersgelde tesame met Belasting op Toegevoegde Waarde op sodanige afslaersgelde betaalbaar in kontant op die datum van die verkoping; die balans met Belasting op Toegevoegde Waarde op sodanige balans waar van toepassing teen transport verseker te word deur 'n aanvaarbare waarborg.

Die voorwaardes van verkoping mag nagesien word gedurende kantoorure by die kantoor van die Balju vir Kimberley en sal uitgelees word onmiddellik voor die verkoping.

J. A. C. Swanepoel, vir Duncan & Rothman, Eiser se Prokureurs, Permanentegebou, Jonesstraat, Kimberley.

Saak 247/95

IN DIE LANDDROSHOF VIR DIE DISTRIK STELLENBOSCH GEHOU TE STELLENBOSCH

In die saak tussen Eerste Nasionale Bank van S.A. Beperk, Eiser, en Nomfundo Mavis Tsofela, Verweerder

Ter uitvoering van 'n vonnis van die Landdroshof, Stellenbosch, gedateer 2 Maart 1995 en die lasbrief gedateer 2 Maart 1994, die hiernagenoemde onroerende eiendom sal op eksekusieveiling op Dinsdag, 6 Junie 1995 om 09:00, op die perseel van die Landdroskantoor, Alexanderstraat, Stellenbosch, verkoop word onderhewig aan die voorwaardes wat deur die Eiser se prokureur, Purdon Gilmour, voorgelees word by die geregtelike verkoping.

Betaling sal slegs geskied in kontant of deur bankgewaarborgde tjek.

Erf 717, Kaya Mandi in die area van Kaya Mandi-dorpskomitee, administratiewe gebied Stellenbosch, groot 231 m², gehou kragtens Transportakte T14525/94 en Verbandakte B16197/94.

Beskrywing van huis: Twee slaapkamers, kombuis, sitkamer en badkamer.

Gedateer te Stellenbosch op hierdie 18de dag van April 1995.

Purdon Gilmour, Prokureur vir Eiser en Afslaer, Purdon Gilmourgebou, hoek van Dorp- en Louwstraat, Stellenbosch. [Tel. (021) 887-0348.] (Verw. TPG/Mev. Schreuder.)

Case 2516/93

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

In the matter between First National Bank of Southern Africa Limited, Judgment Creditor, and Thandisa Victoria Simelela,
Judgment Debtor

In pursuance of a judgment of the Magistrate's Court, Goodwood, dated 7 October 1993, and a writ of execution issued thereafter, the following property will be sold in execution in front of the Magistrate's Court, Goodwood, on 1 June 1995 at 11:00, to the highest bidder, namely:

Erf 1473, Langa, in the Area of Ikapa Town Council, Administrative District of the Cape, measuring 195 (one hundred and ninety-five) square metres, held by Deed of Transfer TL3865/1992, commonly known as 62 Zone 12, Langa, and comprising the following improvements but nothing is guaranteed: Asbestos roof, brick walls, lounge, kitchen, two bedrooms, bathroom and store-room.

Conditions of sale:

- 1. The property is sold voetstoots and ten percent (10%) of the purchase price shall be paid in cash and the balance against transfer.
- 2. The full conditions of sale will be read out immediately prior to the sale and may be inspected at the offices of the Sheriff for the Magistrate's Court and the offices of Plaintiff's attorneys.

Dated at Athlone on this 19th day of April 1995.

Y. Ebrahim & Co., Plaintiff's Attorneys, 106 Athfin Centre, Church Street, Athlone. (Ref. BW/vm/F-17/93.)

Case 15443/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF EAST LONDON HELD AT EAST LONDON

In the matter between Nedcor Bank Limited, Plaintiff, and Miss V. G. Sondlo, Defendant

In pursuance of a judgment of the above Honourable Court and a warrant of execution dated 23 February 1995, the following property will be sold on Friday, 26 May 1995 at 09:30, to the highest bidder subject to the provisions of the conditions of sale:

- 1. A unit consisting of section 6 of Sectional Plan SS11/1992, Municipality and Division of East London, in extent 96 (ninety-six) square metres.
- 2. A unit consisting of section 12 of Sectional Plan SS11/1992, Municipality and Division of East London, in extent 20 (twenty) square metres.
- 3. 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 ST2601/1994, known as Flat 6, Per Adua Court, 3 St Patrick's Court, St Patrick's Road, Southernwood, East London.

The sale aforesaid will take place at the property itself being: 3 St Patrick's Court, St Patrick's Road, Southernwood, East London.

Conditions of sale:

- 1. The purchaser shall pay 10% (ten per centum) of the purchase price on the date of the sale and the unpaid balance with interest is to be secured by a satisfactory bank or building society guarantee to be furnished to the Plaintiff's attorney within 14 (fourteen) days of the sale.
- The property shall be sold voetstoots and shall be subject to the terms and rules of the Magistrates' Courts Act and also subject to the provisions of the Title Deed/Deed of Transfer.
- 3. The full conditions of sale may be inspected at the offices of the Plaintiff's attorneys and these will be read out by the auctioneer immediately before the sale.
 - 4. The following information is furnished, but not guaranteed:
- A conventional detached dwelling under pitched concrete tiled roof, comprising two bedrooms, bathroom, lounge and kitchen.

Dated at East London on this 20th day of April 1995.

C. Kloot, for Bate, Chubb & Dickson Inc., Plaintiff's Attorneys, Suite 3, Norvia House, 34 Western Avenue, Vincent, East London. (Ref. Mr Kloot/LDM/W24562.)

Case 5041/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF EAST LONDON HELD AT EAST LONDON

In the matter between Nedcor Bank Limited, Plaintiff, and Mrs Cynthia Nompucuko Ndungane, Defendant

In pursuance of a judgment of the above Honourable Court and a warrant of execution dated 11 June 1993, the following property will be sold on Friday, 26 May 1995 at 10:00, to the highest bidder subject to the provisions of the conditions of sale:

Erf 1708, East London, Municipality and Division of East London, in extent 1 011 (one thousand and eleven) square metres, held under T6909/92, known as 8 Leighton Road, Amalinda, East London.

The sale aforesaid will take place at the property itself being 8 Leighton Road, Amalinda, East London.

Conditions of sale:

- 1. The purchaser shall pay 10% (ten per centum) of the purchase price on the date of the sale and the unpaid balance with interest is to be secured by a satisfactory bank or building society guarantee to be furnished to the Plaintiff's attorney within 14 (fourteen) days of the sale.
- 2. The property shall be sold voetstoots and shall be subject to the terms and rules of the Magistrates' Courts Act and also subject to the provisions of the Title Deed/Deed of Transfer.
- 3. The full conditions of sale may be inspected at the offices of the Plaintiff's attorneys and these will be read out by the auctioneer immediately before the sale.
 - 4. The following information is furnished, but not guaranteed:
- A conventional dwelling under tiled roof, comprising three bedrooms, lounge, dining-room, kitchen, bathroom, garage, carport and servants' quarters.

Dated at East London on this 20th day of April 1995.

C. Kloot, for Bate, Chubb & Dickson Inc., Plaintiff's Attorneys, Suite 3, Norvia House, 34 Western Avenue, Vincent, East London. (Ref. Mr Kloot/LDM/W18502.)

Case 11605/94

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

In the matter between Dalvan Body Corporate, Plaintiff, and Bradley Roger Denton, Defendant

In pursuance of a judgment of the Magistrate's Court of Cape Town and warrant of execution dated 11 May 1994, the property listed hereunder and commonly known as 2 Dalvan Court, Milner Road, Maitland, will be sold in execution on site on Tuesday, 30 May 1995 at 12:30, to the highest bidder:

Section 2 on Sectional Plan SS225/91, in the scheme known as Dalvan Court in the City of Cape Town, in extent 46 square metres.

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

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Magistrate's Court, Cape Town, Caledon Square, Cape Town.

Dated at Cape Town this 12th day of April 1995.

Syfret Godlonton & Fuller Moore Inc., Plaintiff's Attorneys, 10th Floor, NBS Waldorf, 80 St George's Mall, P.O. Box 695, Cape Town. (Tel. 24-7030.) (Fax. 24-5801.) (Ref. COLL/GH/76673/25.)

Case 16338/93

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

In the matter between **The Body Corporate of the Parksig Scheme No. 202/86**, Execution Creditor, and **Mrs N. E. de Vos**, Execution Debtor

In pursuance of a judgment in the Magistrate's Court for the District of Bellville and writ of execution dated 5 August 1993, the following property will be sold in execution at the site of the property at B8 Parksig, Durban Road, Bellville, on Friday, 19 May 1995 at 10:45, to the highest bidder:

- (a) Section 87, as shown and more fully described on Sectional Plan SS202/86, in the scheme known as Parksig, in respect of the land and building or buildings situated at Bellville, in the Area of the Transitional Metropolitan Substructure Cape Town, Division of Cape, Province of the Western Cape, of which section the floor area according to the sectional plan is 102 (one hundred and two) square metres.
- (b) An undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan, held by Deed of Transfer ST4068/1993, also known as B8 Parksig, Durban Road, Bellville.

Conditions of sale:

- 1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act, and the rules made thereunder and of the title deeds of the property and the property shall, subject to the aforegoing, be sold to the highest bidder.
 - The following improvements on the property are reported but nothing is guaranteed: Sectional Title Unit thereon.

3. Payment: Ten per centum (10%) of the purchase price shall be paid in cash or by means of a deposit-taking institution's guaranteed cheque at the time of the sale and the full balance thereof together with interest at the rate for which judgment was granted 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 highest 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 deposit-taking institution guarantee to be delivered within fourteen (14) days of the date of sale.

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.

Schneider Shargey & Klitzner, Attorneys for Judgment Creditor, 173 Bree Street, Cape Town. (Ref. N. Shargey/nf/LW337.)

Case 542/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF FORT BEAUFORT HELD AT FORT BEAUFORT

In the matter between Municipality of Fort Beaufort, Plaintiff, and G. Moyes, Defendant

In pursuance of a judgment of the above Honourable Court and a writ of execution, the following property will be sold on Friday, 26 May 1995 at 10:30, to the highest bidder:

Erf 1412, Fort Beaufort, in the Municipality and Division of Fort Beaufort, in extent eight thousand eight hundred and eightyseven (8 887) square metres (industrial premises situated at Parliament Street, Fort Beaufort).

The aforesaid sale will take place at the Magistrate's Court-house, Market Street, Fort Beaufort.

Conditions of sale:

- 1. The purchaser shall pay 10% (ten per centum) of the purchase price on the date of the sale and the unpaid balance together with interest is to be secured by a satisfactory bank or building society guarantee to be furnished to the Plaintiff's attorneys within 14 (fourteen) days of the sale.
- 2. The property shall be sold voetstoots and shall be subject to the terms and rules of the Magistrates' Courts Act, and also subject to the provisions of the title deed.
- 3. The full conditions of sale may be inspected at the offices of the Plaintiff's attorneys and these will be read out by the auctioneer immediately before the sale.

Dated at Fort Beaufort on this 21st day of April 1995.

G. W. Hartley, for Hanesworth & Nienaber, Attorneys for Plaintiff, 37 Henrietta Street, Fort Beaufort.

Case 217/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF FORT BEAUFORT HELD AT FORT BEAUFORT

In the matter between J. G. Prinsloo, Plaintiff, and Godfrey Mziwoxolo Fekisi, Defendant

In pursuance of a judgment of the above Honourable Court and a writ of execution, the following property will be sold on Friday, 26 May 1995 at 10:00, to the highest bidder:

Erf 498, Fort Beaufort, in the Municipality and Division of Fort Beaufort, in extent one thousand one hundred and thirty (1 130) square metres (residential premises situated at 26 Campbell Street, Fort Beaufort).

The aforesaid sale will take place at the Magistrate's Court-house, Market Street, Fort Beaufort.

Conditions of sale:

- 1. The purchaser shall pay 10% (ten per centum) of the purchase price on the date of the sale and the unpaid balance together with interest is to be secured by a satisfactory bank or building society guarantee to be furnished to the Plaintiff's attorneys within 14 (fourteen) days of the sale.
- 2. The property shall be sold voetstoots and shall be subject to the terms and rules of the Magistrates' Courts Act, and also subject to the provisions of the title deed.
- 3. The full conditions of sale may be inspected at the offices of the Plaintiff's attorneys and these will be read out by the auctioneer immediately before the sale.

Dated at Fort Beaufort on this 21st day of April 1995.

G. W. Hartley, for Hanesworth & Nienaber, Attorneys for Plaintiff, 37 Henrietta Street, Fort Beaufort.

Saak 8/94

IN DIE LANDDROSHOF VIR DIE DISTRIK POSTMASBURG GEHOU TE POSTMASBURG

In die saak tussen Munisipaliteit van Daniëlskuil, Vonnisskuldeiser, en C. G. J. Stadler, Vonnisskuldenaar

As gevolg van 'n vonnis van die Landdroskantoor, Postmasburg, en 'n lasbrief vir eksekusie gedateer 13 September 1994, sal die volgende eiendom verkoop word in eksekusie op 19 Mei 1995 om 10:00, by die Landdroskantoor te Postmasburg:

Erf 1254, gedeelte van Erf 1204, geleë in die dorp Daniëlskuil, distrik Barkly-Wes, groot 1 555 (eenduisend vyfhonderd vyfen-vyftig) vierkante meter, gehou kragtens Transportakte T2233/91.

Terme: 10% (tien persent) van die koopprys in kontant insluitende alle koste in verband met die verkoping, advertensiekoste asook enige belasting en die balans teen transport sal verseker moet word deur 'n goedgekeurde bank- of bouverenigingwaarborg binne 14 (veertien) dae na datum van verkoping.

Datum: 19 April 1995.

C. M. de Bruyn & Vennote, Posbus 686, Alfasentrum, Hoofstraat, Danielskuil, 8405.[Tel. (0598) 3-0430/1.)

Case 12913/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF EAST LONDON HELD AT EAST LONDON

In the matter between First National Bank Limited, Plaintiff, and Mr Mwelase Mzamo, Defendant

In execution of a judgment of the Magistrate's Court, East London, in the above matter, a sale will be held on 26 May 1995 at 10:00, at 10 Windmill Street, Dawn, East London, as referred to below:

Erf 598, East London, Municipality and Division of East London, in extent 1 011 (one thousand and eleven) square metres, held under Deed of Transfer T574/1993, also known as 10 Windmill Street, Dawn, East London.

The following information relating to the property is furnished but not guaranteed in any way: A single-storey dwelling under tiled roof with outbuildings detached, consisting of lounge, dining-room, kitchen, four bedrooms, bathroom with shower, bath and toilet, garage, servant's room, store-room and toilet.

Conditions of sale:

- 1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.
- 2. The purchaser shall pay a deposit of 10% (ten per centum) of the purchase price and the auctioneer's commission in cash immediately after the sale and the balance against transfer to be secured by a bank or building society guarantee, to be furnished to the Plaintiff's attorneys within 10 (ten) days after the date of sale, to be approved by the Plaintiff's attorneys.
- 3. Transfer shall be effected by the attorneys for the Plaintiff, and the purchaser shall pay all transfer dues, including transfer duty, current and/or arrear levies/rates and/or Value-Added Tax and other necessary charges to effect transfer upon request by the sale attorneys.
- 4. The full conditions of sale will be read out at the time of the sale and may be inspected at the Sheriff's Office, 4 Lower Oxford Street, East London, prior to the date of sale.
 - 5. The sale is subject to the proceeds of the sale being sufficient to satisfy the claim of any preferent creditor in full.

Dated at East London this 21st day of April 1995.

Brown, Hurly & Miller, Plaintiff's Attorneys, Fourth Floor, First National Bank, Oxford Street, East London. (Mr A. J. Miller.)

Case 15896/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

In the matter between ABSA Bank Limited, trading as United Bank, Judgment Creditor, and Frederick Daniel Manas, First Judgment Debtor, and Diana Johanna Manas, Second Judgment Debtor

In pursuance of a judgment granted on 27 January 1994, the Kuils River Magistrate's Court, the following property will be sold to the highest bidder on 1 June 1995 at 09:00, at Kuils River Court-house:

Description: Erf 7931, Kraaifontein, in the Municipality, Paarl Division, in extent 495 (four hundred and ninety-five) square metres.

Postal address: 60 Uitspan Street, Scottsville.

Improvements: Dwelling: Three bedrooms, TV-room, dining-room, kitchen, bathroom, toilet and lounge (not guaranteed), held by Deed of Transfer No. 25424/75.

- 1. The full and complete conditions of sale will be read immediately before the sale and will lie for inspection at the offices of the Sheriff and at the offices of the auctioneer.
- 2. Payment: 10% (ten per centum) of the purchase price on the day of the sale and the balance together with interest calculated on Plaintiff's claim at the rate of 15,25% (fifteen comma two five per centum) from the date of sale to date of registration of transfer against transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within 14 (fourteen) days of the date of sale.

Dated at Parow this 25th day of April 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. [Tel. (021) 92-6017.] (Ref. Z53925/HVN/Mrs Wolmarans.)

Case 2681/93

IN THE SUPREME COURT OF SOUTH AFRICA

(South Eastern Cape Local Division)

In the matter between ABSA Bank Limited, Plaintiff, and Anthony Stanley Smith, First Defendant, and Georgina Anita Smith, Second Defendant

In pursuance of a judgment of the above Honourable Court, dated 1 December 1993, and the warrant of execution dated 17 December 1993, the following property will be sold, voetstoots, in execution, without reserve, to the highest bidder on 2 June 1995 at 15:00, at The Foyer, AA Mutual Building, 15 Rink Street, Central, Port Elizabeth:

Erf 1776, Bloemendal, in the Municipality and Division of Port Elizabeth, measuring 328 (three hundred and twenty-eight) square metres, held by the Defendants under Deed of Transfer T7510/93, situated at 41 Auburn Street, Bloemendal, Port Elizabeth.

The following improvements on the property are reported, though in this respect nothing is guaranteed: Lounge, kitchen, two bedrooms, bath/w.c., brick under tiles dwelling.

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 21st day of April 1995.

McWilliams, Elliott & Arderne, Plaintiff's Attorneys, 83 Parliament Street, Central, Port Elizabeth. (Ref. E. J. Murray/rr.)

Case 161/95

IN THE SUPREME COURT OF SOUTH AFRICA

(South-Eastern Cape Local Division)

In the matter between ABSA Bank Limited, Plaintiff, and Thozama Martha Mgoqi, Defendant

In pursuance of a judgment of the above Honourable Court dated 24 February 1995, and the warrant of execution dated 15 March 1995, the following property will be sold, voetstoots, in execution, without reserve, to the highest bidder on 2 June 1995 at 15:00, at The Foyer, AA Mutual Building, 15 Rink Street, Central, Port Elizabeth:

Erf 2414, kwaDwesi, situated in kwaDwesi Development Area, Administrative District of Port Elizabeth, measuring 227 square metres, held by the Defendant under Deed of Transfer TL3555/92, situated at 16 Siqwana Street, kwaDwesi, 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, bath/w.c. and 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 offices 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 cent) 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 days of the date of the sale. Sheriff's charges at 5% (five per cent) on the first R20 000 and 3% (three per cent) on the balance of the purchase price are also payable on date of sale.

Dated at Port Elizabeth this 21st day of April 1995.

McWilliams, Elliott & Arderne, Plaintiff's Attorneys, Parliamentstraat 83, Sentraal, Port Elizabeth. (Ref. E. J. Murray/rr.)

Case 204/95

IN THE SUPREME COURT OF SOUTH AFRICA

(South-Eastern Cape Local Division)

In the matter between ABSA Bank Limited, Plaintiff, and Morose Leonard Tetelwa, Defendant

In pursuance of a judgment of the above Honourable Court dated 3 March 1995, and the warrant of execution dated 23 March 1995, the following property will be sold, voetstoots, in execution, without reserve, to the highest bidder on 2 June 1995 at 15:00, at The Foyer, AA Mutual Building, 15 Rink Street, Central, Port Elizabeth:

Erf 899, Motherwell NU6, Phase 1, in the Administrative District of Uitenhage, measuring 200 square metres, held by the Defendant under Certificate of Right of Leasehold TL2418/90, situated at 35 Mlimane Street, Motherwell, Port Elizabeth.

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

Brick under asbestos 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 offices 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 cent) 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 days of the date of the sale. Sheriff's charges at 5% (five per cent) on the first R20 000 and 3% (three per cent) on the balance of the purchase price are also payable on date of sale.

Dated at Port Elizabeth this 24th day of April 1995.

McWilliams, Elliott & Arderne, Plaintiff's Attorneys, Parliamentstraat 83, Sentraal, Port Elizabeth. (Ref. E. J. Murray/rr.)

Case 40083/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT ELIZABETH HELD AT TODD CHAMBERS, TODD STREET, PORT ELIZABETH

In the matter between **The Council of the Municipality of the City of Port Elizabeth**, Exexcution Creditor, and G. **Hutchison**, Execution Debtor

In pursuance of a judgment in the Court for the Magistrate of Port Elizabeth dated 3 January 1994, and a writ of execution dated 6 December 1994, the property listed hereunder will be sold in execution on Friday, 2 June 1995 at 14:15, at the front entrance of the New Law Courts, North End, Port Elizabeth:

Erf 888, Mill Park, situated in the Municipality and Division of Port Elizabeth, held under Deed of Transfer T36976/81, measuring 1 261 square metres, situated at 20 Burford Crescent, Linkside, Port Elizabeth.

Improvements: Although not guaranteed, it consists of private dwelling, lounge, dining-room, kitchen, study, three bedrooms, hall two bathrooms, servant's room, store-room and laundry.

Zoning: In terms of the Port Elizabeth Municipal zoning scheme, the property is zoned for Residential purposes.

Material conditions of sale:

- 1. The property shall be sold voetstoots without reserve and to the highest bidder, and shall be subject to the conditions of sale, the terms of the Magistrates' Courts Act and the rules made thereunder and of the title deeds in so far as these are applicable.
- 2. (a) The purchaser, other than the Plaintiff or bondholder, 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 within 21 (twenty-one) days after the date of sale.
- (b) In addition to the purchase price, the purchaser shall be liable for payment of interest to the Plaintiff at the rate charged by Nedperm Bank Limited, and First National Bank Limited on the balance owing to them by the Defendant in respect of loans secured by mortgage bonds over the property from date of sale to date of registration of transfer.

The purchaser shall pay the Sheriff's commission 5% (five per cent) on the first R20 000 and 3% (three per cent) on the balance of the purchase price on date of sale.

The full conditions may be inspected at the office of the Sheriff of the Magistrate's Court, Port Elizabeth South.

Dated at Port Elizabeth this 24th day of April 1995.

McWilliams, Elliott & Arderne, Plaintiff's Attorneys, Parliamentstraat 83, Sentraal, Port Elizabeth. (Ref. E. J. Murray/rr.)

Case 3149/94

IN THE SUPREME COURT OF SOUTH AFRICA

(South-Eastern Cape Local Division)

In the matter between ABSA Bank Limited, Plaintiff, and Kauleza Robert Willem, Defendant

In pursuance of a judgment of the above Honourable Court dated 3 March 1995, and the warrant of execution dated 15 March 1995, the following property will be sold, voetstoots, in execution, without reserve, to the highest bidder on 2 June 1995 at 15:00, at The Foyer, AA Mutual Building, 15 Rink Street, Central, Port Elizabeth:

Erf 554, kwaDwesi Extension 2, Administrative District of Port Elizabeth, measuring 533 square metres, held by the Defendant under Deed of Transfer of Right of Leasehold TL2471/91, situated at 38 Mhlahokoshane Street, kwaDwesi III, 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 offices 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 cent) 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 days of the date of the sale. Sheriff's charges at 5% (five per cent) on the first R20 000 and 3% (three per cent) on the balance of the purchase price are also payable on date of sale.

Dated at Port Elizabeth this 21st day of April 1995.

McWilliams, Elliott & Arderne, Plaintiff's Attorneys, Parliamentstraat 83, Sentraal, Port Elizabeth. (Ref. E. J. Murray/rr.)

Case 25059/94

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

ABSA Bank Limited, trading as United Bank (formerly United Bank Limited, formerly United Building Society Limited), versus

Mathew Samuel Williams and Wendeline Revona Elizabeth Williams

The following property will be sold in execution at the front entrance New Law Courts, North End, Port Elizabeth, on Friday, 2 June 1995 at 14:15, to the highest bidder:

Erf 15229, Bethelsdorp, in the Municipality and Division of Port Elizabeth, in extent 275 (two hundred and seventy-five) square metres, held by Deed of Transfer T49246/93, situated at 16 Fairy Bell Drive, Bethelsdorp, Port Elizabeth.

- 1. The following improvements are reported but not guaranteed: Dwelling: Block under asbestos, lounge, kitchen, two bedrooms and bath/water closet.
- 2. Payment: 10% (ten per centum) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 15,25% (fifteen comma two five per cent) per annum calculated on the Judgment Creditor's claim from the date of sale to the date of transfer] against registration of transfer, which amounts are to be secured by approved bank-guarantee to be delivered within 14 days of the sale.
 - 3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.
- 4. Conditions: The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Goldberg & De Villiers, Attorneys for Judgment Creditor, 13 Bird Street, Port Elizabeth. (Ref. Mr D. Ferreira/Ir.)

Case 37291/94

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

In the matter between The Body Corporate of the Springfield Terrace Scheme No. 298/93, Execution Creditor, and Mr P. M. Peters, First Execution Debtor, and Mrs V. M. Peters, Second Execution Debtor

In pursuance of a judgment in the Magistrate's Court for the District of Cape Town and writ of execution dated 25 January 1995, the following property will be sold in execution, at the site of the property at 4B Springfield Terrace B, off Roger Street East, Cape Town, on Tuesday, 30 May 1995 at 09:30, to the highest bidder:

- 1. (a) Section 4, as shown and more fully described on Sectional Plan SS298/93, in the scheme known as Springfield Terrace B, in respect of the land and building or buildings situated at Cape Town, in the area of the Transitional Metropolitan Substructure, Cape Town, Division Cape, Province of the Western Cape, of which section the floor area according to the sectional plan is 67 (sixty-seven) square metres.
- (b) An undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan.

Held by Deed of Transfer ST9155/1993, also known as 4B Springfield Terrace B, off Roger Street East, Cape Town.

Conditions of sale:

- 1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder and of the title deeds of the property and the property shall, subject to the aforegoing, be sold to the highest bidder.
 - 2. The following improvements on the property are reported but nothing is guaranteed: Sectional title unit thereon.
- 3. Payment: Ten per centum (10%) of the purchase price shall be paid in cash or by means of a deposit-taking institution's guaranteed cheque at the time of the sale and the full balance thereof together with interest at the rate for which judgment was granted 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 deposit-taking institution guarantee to be delivered within fourteen (14) days of the date of sale.
- 4. 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.

Schneider Shargey & Klitzner, Attorneys for Judgment Creditor, 173 Bree Street, Cape Town. (Ref. N. Shargey/nf.)

Case 6204/95

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

Nedcor Bank Limited versus Nontsikelelo Gladys Mangwana

In pursuance of a judgment dated 15 March 1995 and an attachment on 13 April 1995, the following immovable property will be sold in the foyer of the Magistrate's Court, Main Street, Port Elizabeth, by public auction on Friday, 26 May 1995 at 14:15:

Erf 10715, Motherwell, Municipality of Port Elizabeth, Division of Uitenhage, in extent 297 (two hundred and ninety-seven) square metres, situated at 25 Tshoyi Street, Motherwell, Port Elizabeth.

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

A substantial bond is available to an approved purchaser.

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

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

Dated the 21st day of April 1995.

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

Case 4187/95

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

Nedcor Bank Limited versus Marius van Rooyen Jordaan

In pursuance of a judgment dated 7 March 1995 and an attachment on 31 March 1995, the following immovable property will be sold at 68 Wiehahn Avenue, Ben Kamma, Port Elizabeth, by public auction on Thursday, 25 May 1995 at 12:00:

Erf 2067, Kabega, in the Municipality and Division of Port Elizabeth, in extent 919 (nine hundred and nineteen) square metres, situated at 68 Wiehahn Avenue, Ben Kamma, 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, lounge, dining-room, study, kitchen, two bathrooms and garage.

A substantial bond is available to an approved purchaser.

The conditions of sale may be inspected at the office of the Sheriff, Magistrate's Court South, 36 North Street, Port Elizabeth.

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

Dated the 12th day of April 1995.

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

Case 13/95

IN THE SUPREME COURT OF SOUTH AFRICA

(South Eastern Cape Local Division)

Nedcor Bank Limited, Plaintiff, versus Johan de Vos, First Defendant, and Belinda Lavona de Vos, Second Defendant

In pursuance of a judgment dated 10 April 1995 and an attachment, the following immovable property will be sold in the foyer of the A.A. Mutual Building, 15 Rink Street, Central, Port Elizabeth, by public auction on Friday, 26 May 1995 at 15:00:

Erf 1381, Hunters Retreat, in the Municipality and Division of Port Elizabeth, in extent 843 (eight hundred and forty-three) square metres, situated at 12 Turner Street, Rowallan Park, Port Elizabeth.

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

A substantial bond is available to an approved purchaser.

The conditions of sale may be inspected at the Sheriff's Office, Fifth Floor, A.A. Mutual Building, Rink Street, Port Elizabeth.

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

Dated at Port Elizabeth on this 20th day of April 1995.

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

Case 30208/92

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

Necor Bank Limited versus Tamsanqa Gilbert Solwandle

In pursuance of a judgment dated 17 October 1992 and an attachment on 19 July 1994, the right of leasehold to the following immovable property will be sold in the foyer of the Magistrate's Court, Main Street, Port Elizabeth, by public auction on Friday, 26 May 1995 at 14:15:

Erf 50117, kwaZakhele, Administrative District of Port Elizabeth, in extent 324 (three hundred and twenty-four) square metres, situated at 50117 Salamntu Street, kwaZakhele, Port Elizabeth.

While nothing is guaranteed, it is understood that on the property is a detached, brick dwelling under an iron roof, consisting of four bedrooms, two bathrooms, kitchen and two garages.

A substantial bond is available to an approved purchaser.

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

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

Dated the 19th day of April 1995.

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

Case 4806/94

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

In the matter between First National Bank of SA Limited, Plaintiff, and Mrs Ruwayda Karriem, Defendant

In pursuance of a judgment of the Magistrate's Court of South Africa dated 9 June 1994, the property listed hereunder will be sold in execution at 4 Snapdragon Street, Parktown, Athlone, on 25 May 1995 at 10:00:

Remainder Erf 117491, Cape Town at Athlone, in the Area of the Transitional Metropolitan Substructure of Cape Town, Cape Division, Province of the Western Cape, in extent 209 (two hundred and nine) square metres, held under Deed of Transfer T58626/1992.

- 1. The aforementioned property is situated at 4 Snapdragon Street, Parktown, Athlone.
- 2. The following improvements are reported to be on the property but nothing is guaranteed: It comprises a single brick wall dwelling consisting of three bedrooms, lounge, kitchen and toilet/bathroom.
- 3. Payment: A deposit of 10% (ten per cent) of the purchase price must be paid in cash or by means of a deposit-taking institution guaranteed cheque immediately on the conclusion of the sale and the balance [plus interest at the rate of 17,25% (seventeen comma two five per cent) per annum calculated on the Judgment Creditor's claim from the date of sale to the date of transfer] against registration of transfer, which amounts are to be secured by approved guarantee of a deposit-taking institution to be delivered within 14 days of the sale.
 - 4. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.
- 5. 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 April 1995.

Mallinicks, Sixth Floor, 2 Long Street, Cape Town. (Ref. COLLS/ZS/100368/07825.)

Saak 7683/94

IN DIE LANDDROSHOF VIR DIE DISTRIK UITENHAGE GEHOU TE UITENHAGE

In die saak tussen ABSA Bank Beperk, Eiser, en J. S. Roodt, Verweerder

Ingevolge 'n vonnis van bogemelde Agbare Hof en 'n lasbrief vir eksekusie gedateer 16 Januarie 1995, sal die ondergemelde eiendom in eksekusie verkoop word deur die Balju, op Donderdag, 1 Junie 1995 om 11:00, voor die Landdroskantoor te Durbanstraat, Uitenhage, aan die hoogste bieder:

Erf 417, in die munisipaliteit Despatch, afdeling Uitenhage, groot 892 (agthonderd twee-en-negentig) vierkante meter, gehou kragtens Transportakte T35779/89, geleë te Olive Schreinerstraat 7, Despatch.

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 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, Stockenstroomstraat 12, Uitenhage.

Gedateer te Uitenhage op die 24ste dag van April 1995.

G. P. van Rhyn, Minnaar & Kie, Eerste Verdieping, Rhymingebou, Republiek Plein, Uitenhage. (Verw. CTAM-edj/l02334.)

Case 30401/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT ELIZABETH HELD AT TODD CHAMBERS, TODD STREET, PORT ELIZABETH

In the matter between G. M. Botha, Plaintiff, and A. C. Julies, Defendant

In pursuance of a judgment of the above Honourable Court dated 30 January 1995 and the warrant of execution dated 3 February 1995, the following property will be sold, voetstoots in execution, without reserve, to the highest bidder on 2 June 1995 at 14:15, at the front entrance of the New Law Courts, North End, Port Elizabeth:

Erf 1184, Gelvandale, in the Municipality and Division of Port Elizabeth, of which half share is held by Defendant under Deed of Transfer T72543/1993, situated at 165 Bell Road, Gelvandale, Port Elizabeth.

Conditions of sale:

The purchase price shall be payable as a deposit in cash of 10% (ten per cent) and the balance against transfer, to be secured by a guarantee approved by the Plaintiff's attorneys within 14 (fourteen) days of sale. The 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.

Dated at Port Elizabeth on this 24th day of April 1995.

Theo Kitshoff, Attorneys for Plaintiff, 14 Trafalgar Square, North End, Port Elizabeth. (Ref. Mrs Pieterse/an.)

Case 1357/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

ABSA Bank Limited, trading as United Bank Limited versus Kenneth Morris and Spacia Sophia Caroline Morris

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 Thursday, 1 June 1995 at 09:00:

Erf 2087, Kuils River, in the Municipality of Kuils River, in extent 469 (four hundred and sixty-nine) square metres, held by Deed of Transfer T32541/86 and situated at 2 Dassie Road, Sarepta, 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 a lounge, dining-room, kitchen, three bedrooms, bathroom and w.c.
- 3. Payment: 10% (ten per cent) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the full balance thereof together with interest at the rate of 17,25% (seventeen comma two five per cent) from the date of sale to the date of transfer, against registration of transfer, which amounts are to be secured by an approved bank or building society guarantee to be delivered within 14 days of the date of sale.
 - 4. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

Dated at Cape Town on this 21st day of April 1995.

G. Visser, for Malan Laäs & Scholtz, Plaintiff's Attorneys, 14th Floor, Trust Bank Centre, Adderley Street, Cape Town. [Tel. (021) 419-5880/1/2.] (Ref. GJV/SG Z23848.]

Saak 21685/94

IN DIE LANDDROSHOF VIR DIE DISTRIK MITCHELLS PLEIN GEHOU TE MITCHELLS PLEIN

In die saak tussen Santam Beperk, Eksekusieskuldeiser, en Petrus Douglas, Eksekusieskuldenaar

Ingevolge uitspraak van die Landdros van 22 Maart 1995 en lasbrief vir eksekusie teen goed gedateer 16 Maart 1995, sal die ondervermelde eiendom op 15 Junie 1995 om 09:00, te Mitchells Plein Landdroshof, aan die hoogste bieder geregtelik verkoop word, naamlik:

Sekere Erf 26719, Mitchells Plein, in die munisipaliteit Kaapstad, afdeling Kaap, groot 205 vierkante meter, gehou kragtens Transportakte T40411/1990, bestaande uit baksteengebou, drie slaapkamers, kombuis, sitkamer, badkamer, toilet en motorafdak.

Die voorwaardes van verkoop mag gedurende kantoorure by die kantoor van die Balju vir die Landdroshof te Mitchells Plein-Suid, nagesien word.

Gedateer te Kaapstad op hierdie 21ste dag van April 1995.

Jan S. de Villiers & Seun, Prokureurs vir Eiser, 16de Verdieping, BP-sentrum, Thibaultplein 1, Kaapstad. (Verw. TP/18305.)

Case 026175/94

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

In the matter between Bank of Lisbon International Limited, Plaintiff, and Mohamed Cassiem Hoosain, Defendant

In execution of a judgment of the Magistrate's Court for the District of Wynberg, in the above matter, a sale will be held in front of the premises, 58 College Road, Rylands Estate, Athlone, Cape, on Thursday, 25 May 1995 at 14:00, of the following immovable property:

Erf 102386, Cape Town at Athlone, Cape Division, in extent 595 square metres, being double storey building consisting of brick walls under slate roof, lounge, dining-room, kitchen, seven bedrooms, five bathrooms and toilet, further toilet and double garage.

- 1. The sale is subject to the provisions of the Magistrates' Courts Act, No. 32 of 1944, as amended, 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 purchase price shall be paid in cash or by means of a bank-marked cheque and immediately after the property is declared to be sold. The purchaser may, however, at his option, pay a deposit of 10% (ten per cent) of the purchase price immediately and the balance against registration of transfer, in which event he will be liable for interest on the balance of the purchase price.
- 3. The sale will be subject to further conditions which will be read immediately prior to the sale and which may be inspected at the office of the Sheriff for the Magistrate's Court Wynberg, 7 Electric Road, Wynberg, Cape.

Herbsteins, Attorneys for Plaintiff, 17th Floor, 2 Long Street, Cape Town. (Ref. Mr B. Halliday/dc/H24879.)

Case 529/93

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

Nedcor Bank Limited versus Q. A. Faure and A. M. Gonsalves

Property: Erf 1147, Wetton, Cape Division, in extent 319 square metres, situated at 32 Lingfield Crescent, Wetton: Improvements (not guaranteed): Single brick dwelling, tiled roof, lounge, kitchen, three bedrooms, bathroom and toilet.

Date of sale: 30 May 1995 at 14:00.

Place of sale: Wynberg Magistrate's Court.

Material conditions: The sale will be voetstoots, by public auction to the highest bidder, the purchase price payable as follows: R2 000 in cash or by bank cheque upon signature of the conditions of sale, 10% (ten per centum) of the purchase price less the sum of R2 000 in cash or by bank cheque on the day of the sale, and the balance on transfer together with interest thereon calculated in the manner set out more fully in the conditions of sale and subject to the terms set out in the conditions of sale which will be read immediately prior to the sale and which are available for inspection at the offices of the Sheriff for the Magistrate's Court, Electric Road, Wynberg.

Pincus Matz Marquard Hugo-Hamman, Attorneys for Judgment Creditor, 135 Main Road, Claremont.

Case 66930/92

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

In the matter between Niems Farm Stall (Pty) Limited, Judgment Creditor, and Mahomed Ghalieb Bham, Judgment Debtor

In pursuance of judgment granted on 15 March 1993, in the Wynberg Magistrate's Court and under a writ of execution issued thereafter the immovable property listed hereunder will be sold in execution on 15 May 1995 at 14:00, at 9 Watsonia Way, Lotus River, Western Cape, to the highest bidder:

Description: Erf 3590, Grassy Park, in extent one thousand five hundred and fifty-six (1 556) square metres.

Postal address: 9 Watsonia Way, Lotus River, Western Cape.

Improvements: One single dwelling, brick walls under a zinc roof, consisting of three bedrooms, kitchen, lounge, bathroom, toilet and garage, held by the Defendant in his name under Deed of Transfer T56390/87.

- 1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.
- 2. The purchaser shall pay the purchase price in cash or by bank-guaranteed cheque on the day of the sale. In the event of the purchaser having to obtain finance from a financial institution, the purchaser shall, on the day of the sale, produce written confirmation from the said financial institution to the effect that the purchaser qualifies for a loan. The amount of the loan shall not be less than the purchase price.
- 3. The purchaser shall be liable for payment of interest to the Execution Creditor and to the bondholder, if any, from date of sale to date of registration of transfer as set out in the conditions of sale.
- 4. Transfer shall be affected by the Plaintiff or its attorneys and the purchaser shall pay all transfer costs, current rated taxes and other necessary charges to effect transfer, upon request by the said attorneys.

The full conditions may be inspected at the offices of the Sheriff of the Magistrate's Court, Maynard Road, Wynberg. Dated on this 10th day of April 1995.

R. Ahmed, for Gihwala Abercrombie, Plaintiff's Attorneys, Second Floor, Kismet Plaza, Old Klipfontein Road, P.O. Box 21, Athlone, 7760. [Tel. (021) 696-6319.] (Ref. Collections/RA/BD/CN0785-Z00662.)

Case 38678/92

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

In the matter between Ismail Ryland, Judgment Creditor, and Masoed Safodien, Judgment Debtor

In pursuance of judgment granted on 28 August 1992, in the Wynberg Magistrate's Court and under a writ of execution issued thereafter the immovable property listed hereunder will be sold in execution on 18 May 1995 at 14:00, at 7 Fourth Avenue, Sherwood Park, to the highest bidder:

Description: Erf 127, Sherwood Park, in the Municipality of Cape Town, Division of the Cape, in extent four hundred and ninety-six (496) square metres.

Postal address: 7 Fourth Avenue, Sherwood Park.

Improvements: Single dwelling, brick walls, consisting of three bedrooms, kitchen, lounge, toilet, bathroom, maids quarters consisting of bedroom, held by the Defendant in his name under Deed of Transfer B5202/89.

- 1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder,
- 2. The purchaser shall pay the purchase price in cash or by bank-guaranteed cheque on the day of the sale. In the event of the purchaser having to obtain finance from a financial institution, the purchaser shall, on the day of the sale, produce written confirmation from the said financial institution to the effect that the purchaser qualifies for a loan. The amount of the loan shall not be less than the purchase price.
- 3. The purchaser shall be liable for payment of interest to the Execution Creditor and to the bondholder, if any, from date of sale to date of registration of transfer as set out in the conditions of sale.
- 4. Transfer shall be affected by the Plaintiff or its attorneys and the purchaser shall pay all transfer costs, current rated taxes and other necessary charges to effect transfer, upon request by the said attorneys.

The full conditions may be inspected at the offices of the Sheriff of the Magistrate's Court, Maynard Road, Wynberg. Dated on this 10th day of April 1995.

R. Ahmed, for Gihwala Abercrombie, Plaintiff's Attorneys, Second Floor, Kismet Plaza, Old Klipfontein Road, P.O. Box 21, Athlone, 7760. [Tel. (021) 696-6319.] (Ref. Collections/RA/BD/C02895.)

Saak 8291/91

IN DIE LANDDROSHOF VIR DIE DISTRIK PAARL GEHOU TE PAARL

In die saak tussen First National Western Bank, Eksekusieskuldeiser, en Mustapha Green, Eksekusieskuldenaar

Ter uitvoering van 'n uitspraak in die Landdroshof vir die distrik Paarl, gehou te Paarl, en lasbrief gedateer 14 Julie 1993, sal die volgende onroerende eiendom hieronder beskryf, geregtelik te Makierstraat 29, Paarl, op Maandag, 5 Junie 1995 om 10:00, aan die hoogste bieër verkoop word:

Erf 12877, Paarl, in die munisipaliteit en afdeling Paarl, groot 367 vierkante meter, geleë soos hierbo.

Terme.

- 1. Die verkoping sal aan die hoogste bieër geskied, onderhewig aan die bepalings van die Wet op Landdroshowe (No. 32 van 1944), soos gewysig, en die reëls en bepalings wat daarvolgens en volgens die Transportaktes gemaak is in soverre dit van toepassing is.
- 2. Die koper sal 10% (tien persent) van die koopsom onmiddellik na die veiling in kontant betaal aan die afslaer. Die balans tesame met rente bereken daarop teen 16% (sestien persent) per jaar tot datum van registrasie van die transport, moet binne 14 dae betaal word, of verseker word deur 'n bank- of bougenootskapwaarborg.
- 3. Die koper sal alle transportkoste (insluitende hereregte of Belasting of Toegevoegde Waarde) en alle koste wat daarmee gepaard gaan, betaal.
 - 4. Die ander voorwaardes en terme lê ter insae by die kantore van die Balju van die Hof, Landdroskantoor, Paarl.

Gedateer te Paarl op hierdie 25ste dag van April 1995.

Faure & Faure, Eiser se Prokureurs, Hoofstraat 227, Paarl.

Case 37005/94

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

In the matter between First National Bank of S.A. Limited, Plaintiff, and Katharine Ann Halliday Blom, 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 1 Watermeyer Road, Table View, on Thursday, 1 June 1995 at 12:30, namely:

Erf 10651, Milnerton, in the area of the Transitional Metropolitan Substructure of Cape Town, Cape Division, in extent 963 (nine hundred and sixty-three) square metres, held by Deed of Transfer T5269/1994.

Commonly known as 1 Watermeyer Road, Table View, which property is said, without warranty as to the correctness thereof, to comprise brick dwelling with tiled roof, four bedrooms with built-in cupboards, two bathrooms, kichen, dining-room, lounge, semi-enclosed patio, double garage, pool and enclosed grounds.

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 $(\frac{1}{10})$ 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 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, brick dwelling with tiled roof, four bedrooms with built-in cupboards, two bathrooms, kitchen, dining-room, lounge, semi-enclosed patio, double garage, pool and enclosed grounds.
- 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 on this the 28th day of April 1995.

Lindsay & Associates, Attorneys for Plaintiff, Seventh Floor, 56 Shortmarket Street, Cape Town, 8001. (Tel. 23-7300.) (Ref. Mrs P. Waters/gw/22776.)

Saak 3187/94

IN DIE LANDDROSHOF VIR DIE DISTRIK MOSSELBAAI GEHOU TE MOSSELBAAI

In die saak tussen Munisipaliteit van Mosselbaai, Eiser, en M. Schoeman, Verweerder

Ter uitvoering van die vonnis van die Landdroshof te Mosselbaai, sal die volgende onroerende eiendom hieronder beskryf op Vrydag, 2 Junie 1995 om 10:00, by die Landdroshof, Mosselbaai, per publieke veiling geregtelik verkoop word, naamlik:

Erf 7301, Mosselbaai, in die munisipaliteit Mosselbaai, afdeling Mosselbaai, Provinsie Wes-Kaap, groot 893 vierkante meter.

Verbeterings: Geen.

Verkoopvoorwaardes:

- 1. Die eiendom word voetstoots verkoop aan die hoogste bieder onderworpe aan die bepalings van die Landdroshofwet, No. 32 van 1944, soos gewysig, en die voorwaardes van die titelakte waaronder dit gehou word.
- 2. Een-tiende $(\frac{1}{10})$ van die koopprys moet in kontant of deur middel van 'n bankgewaarborgde tjek betaal word nadat die eiendom verkoop verklaar is en die balans van die koopprys, tesame met rente daarop teen die heersende rentekoers van die Eiser vanaf datum van verkoping teen registrasie van oordrag moet verseker word deur die lewering van 'n bank- of bougenootskapwaarborg binne 14 (veertien) dae na die veilingsdatum.
- 3. Die koper is aanspreeklik vir betaling van alle transportkoste, hereregte, agterstallige belastings, diensgelde, Belasting op Toegevoegde Waarde, afslaerskommissie en enige bykomende koste.
- 4. Die verkoping geskied volgens die voorwaardes wat ter insae lê by die kantoor van die Balju, Montagustraat 99, Mosselbaai.

Gedateer te Mosselbaai hierdie 26ste dag van April 1995.

Kotze & Oosthuizen, Prokureurs vir Eiser, Powriestraat 5, Posbus 206, Moselbaai, 6500.

Case 8912/94

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

In the matter between Campwell Hardware, Judgment Creditor, and C. W. Petersen, Judgment Debtor

In pursuance of judgment granted on 13 May 1994, in the Wynberg Magistrate's Court and under a writ of execution issued thereafter the immovable property listed hereunder will be sold in execution on 30 May 1995 at 12:00, at 87 Perth Road, Grassy Park, to the highest bidder:

Description: 87 Perth Road, Grassy Park, in extent four hundred and ninety-eight (498) square metres.

Postal address: 91 Perth Road, Grassy Park.

Improvements: Single brickwall dwelling under a zink roof, consisting of three bedrooms, lounge, kitchen, bathroom and toilet, held by the Defendant under Deed of Transfer T3172/1986.

- 1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.
- 2. The purchaser shall pay the purchase price in cash or by bank-guaranteed cheque on the day of the sale. In the event of the purchaser having to obtain finance from a financial institution, the purchaser shall, on the day of the sale, produce written confirmation from the said financial institution to the effect that the purchaser qualifies for a loan. The amount of the loan shall not be less than the purchase price.
- 3. The purchaser shall be liable for payment of interest to the Execution Creditor and to the bondholder, if any, from date of sale to date of registration of transfer as set out in the conditions of sale.
- 4. Transfer shall be effected by the Plaintiff or its attorneys and the purchaser shall pay all transfer costs, current rated taxes and other necessary charges to effect transfer, upon request by the said attorneys.

The full conditions may be inspected at the offices of the Sheriff of the Magistrate's Court, Maynard House, Maynard Road, Wynberg.

Dated at this 18th day of April 1995.

M. J. Luter, for Gihwala Abercrombie, Plaintiff's Attorneys, Second Floor, Kismet Plaza, old Klipfontein Road, P.O. Box 21, Athlone, 7760. [Tel. (021) 696-6319.] (Ref. Collections/MJL/CE/CC0517.)

Case 34462/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT ELIZABETH HELD AT TODD CHAMBERS, TODD STREET, PORT ELIZABETH

In the matter between Small Business Development Corporation Ltd, Plaintiff, and Sandile Elliott Ndike, Defendant

In pursuance of a judgment in the Magistrate's Court for the District of Todd Chambers, Todd Street, Port Elizabeth, dated 6 January 1995, and a warrant of execution issued in accordance therewith, the property listed hereunder will be sold in execution on Wednesday, 31 May 1995 at 14:00, in front of the Courthouse, Magistrate's Court, Alexandria:

Certain Erf 687, Marselle, Administrative District of Alexandria, measuring 887 (eight hundred and eighty-seven) square metres, situated at Site 687, Marselle Township, Bushmans River Mouth, District of Alexandria.

Improvements: Although nothing in this regard is guaranteed, the property is improved with a brick building comprising a shop.

Material conditions of sale:

- 1. The property shall be sold voetstoots and without reserve and to the highest bidder, and shall be subject to the conditions of sale, the terms of the Magistrates' Courts Act and the rules made thereunder and of the title deeds, in so far as these are applicable.
- 2. 10% (ten per centum) of the purchase price shall be paid on signature of the conditions of sale and the balance plus 16% (sixteen per centum) interest thereon per annum shall be secured within 21 (twenty-one) days by a bank or other suitable guarantee payable against registration of transfer.

The full conditions may be inspected at the office of the Sheriff for the Magistrate's Court.

Dated at Port Elizabeth on this day of May 1995.

Wilke Weiss Van Rooyen & Preston, Cavendish House, 2 Cuyler Street, Port Elizabeth. [Tel. (041) 56-4220.) (Ref. PVR/pw/SB653.)

Case 2430/94

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

In the matter between C. J. Roos, Plaintiff, and Mr P. Silverstein, Defendant

In pursuance of a judgment in the Magistrate's Court, Strand, dated 5 September 1994, and a warrant of execution, the property listed hereunder will be sold in execution on 7 June 1995, at 115 Grosvenor Avenue, Atlantis, being:

Erf 9, Wesfleur, measuring 450 square meters.

1. The property shall be sold to the highest bidder, without reserve, and the sale will be subject to the provisions of the Magistrates' Courts Act, as amended, and the rules made thereunder.

- 2. The purchase price will be payable as follows:
- (a) 10% (ten per cent) in cash upon signature of the deed of sale.
- (b) The balance upon registration of transfer and for this purpose the purchaser shall furnish the Sheriff of the Court with a bank or building society guarantee within fourteen (14) days of date of sale.
 - 3. The improvements to the above property are as follows:
 - (a) Three bedrooms, kitchen, bathroom, toilet and lounge.
 - (b) Asbestos roof.
 - (c) Interior and exterior walls plastered and painted.

The conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff of the Court, Malmesbury.

Dated at Somerset West this 19th day of April 1995.

W. A. Barnard, for Schkolne Hart-Wilson Barnard, Attorneys for Plaintiff, First Floor, Boland Bank Building, 139 Main Street, Somerset West.

Saak 259/94

IN DIE LANDDROSHOF VIR DIE DISTRIK HEIDELBERG GEHOU TE HEIDELBERG

In die saak tussen J. Michaels, Vonnisskuldeiser, en J. Petersen, Vonnisskuldenaar

In terme van 'n vonnis in bogemelde Agbare Hof gedateer 26 Oktober 1994, sal die ondergemelde onroerende eiendom per openbare veiling verkoop word op 1 Junie 1995 om 11:00, voor die Landdrosgebou, Van Riebeeckstraat, Heidelberg:

Erf 1571, Heidelberg, geleë in die gebied van die Oorgangsraad Heidelberg, afdeling Swellendam, provinsie Wes-Kaap, groot 312 vierkante meter, gehou kragtens Transportakte T29615/1992, ook bekend as Schierhoutstraat 316, Heidelberg.

Verkoopvoorwaardes:

- 1. Die verkoping sal voetstoots geskied, onderworpe aan die bepaling van die Landdroshofwet, 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 koopprys moet by wyse van kontant of bankgewaarborgde tjek betaal word onmiddellik nadat die eiendom verkoop verklaar is, terwyl die res van die koopprys met rente daarop teen 18% (agtien persent) per jaar van datum van verkoping tot datum van registrasie van oordrag, kontant betaal moet word teen registrasie van oordrag. Die koper moet voorts binne veertien (14) dae na die verkoping die Vonnisskuldeiser voorsien van 'n bank- of bouverenigingwaarborg vir behoorlike nakoming van al sy verpligtinge onder die verkoopvoorwaardes.
- 3. Die verkoping sal voorts onderworpe wees aan verdere voorwaardes wat ten tye van die verkoping uitgelees sal word, welke verdere voorwaardes ter insae lê in die kantoor van die Balju, Heidelberg en/of P. W. Hoffman, Boland Bankgebou, Van Riebeeckstraat, Heidelberg.

Geteken te Heidelberg op hierdie 24ste dag van April 1995.

C. J. Pecoraro, vir P. W. Hoffman, Boland Bankgebou, Van Riebeeckstraat, Posbus 123, Heidelberg, Kaap.

Saak 2881/94

IN DIE LANDDROSHOF VIR DIE DISTRIK MOSSELBAAI GEHOU TE MOSSELBAAI

In die saak tussen Saambou Bank Beperk, Eiser, en Mosselbaai Industrial Caterers BK, Verweerder

In die gemelde saak sal 'n veiling gehou word op 2 Junie 1995 om 11:30, te Landdroskantoor, Mosselbaai:

- 1. Erf 3034 ('n gedeelte van Erf 431) Hartenbos, in die munisipaliteit en administratiewe distrik Mosselbaai, groot 1 200 vierkante meter.
- Restant van Erf 431, Hartenbos, in die munisipaliteit en afdeling Mosselbaai, groot 1 245 vierkante meter, gehou kragtens Transportakte T30910/92.

Verkoopvoorwaardes:

- 1. Die veiling is onderworpe aan die bepalings en voorwaardes van die Landdroshofwet, Wet 32 van 1944, en die eiendom word voetstoots verkoop onderworpe aan die voorwaardes van die bestaande titelbewys en verbandakte.
- 2. Een tiende $(\frac{1}{10})$ van die koopprys word onmiddellik betaal op verkoopdatum en die balans van die koopprys tesame met rente teen 20,25% (twintig komma twee vyf persent) word teen registrasie van transport betaal.
 - 3. Die balans koopsom sal gewaarborg word deur 'n goedgekeurde bankinstelling waarborg.
 - 4. Die eiendom bestaan uit twee onverbeterde erwe.
- 5. Die volledige veilingvoorwaardes sal ten tye van die veiling voorgelees word en lê ter insae in die kantoor van die afslaer/Balju, George, en ook te kantore van die Vonnisskuldeiser se prokureur.

Gedateer te George op hede die 2de dag van Mei 1995.

J. N. Joubert, Prokureur vir Vonnisskuldeiser, Nedbanksentrum 113C, Yorkstraat, George, 6530.

NATAL

Case 312/94

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

In the matter between First National Bank of SA Limited, Judgment Creditor, and S. W. and S. R. Cele, Judgment Debtors

Pursuant to a judgment in the above Honourable Court, and a writ of execution dated 7 November 1994, a sale by public auction will be held in front of the Magistrate's Court, Nqutu, Natal, on Tuesday, 30 May 1995 at 10:00, whereby the following property will be sold to the highest bidder, namely:

Site B93, situated in the Township of eMondlo, District of Nqutu, in extent 464 (four hundred and sixty-four) square metres, also better known as B93 eMondlo, District of Nqutu, consisting of brick and tile double-storey dwelling with kitchen, lounge, family room, dining-room, two bathrooms, three toilets, three bedrooms, patio, outbuilding consisting of two garages and toilet.

The conditions of sale which will be read immediately before the sale commences, are lying for inspection at the offices of the Sheriff, 59 Gladstone Street, Dundee. The most important conditions thereof being the following:

Conditions

- 1. The property will be sold by the Sheriff, Nqutu, on public auction to the highest bidder but such sale shall be subject to the conditions stipulated in terms of section 66 (2) of Act No. 32 of 1944, as amended.
- 2. The purchaser shall pay a deposit of 10% (ten per centum) of the purchase price in cash against signing of the conditions of sale and the balance of the purchase price together with interest in terms of the judgment, shall be paid by a secured bank or building society guarantee approved by the Execution Creditor's attorneys and to be furnished within 14 (fourteen) days after the date of sale.

Dated at Vryheid on this 7th day of April 1995.

A. B. T. van der Merwe, for Cox & Partners, Plaintiff's Attorney, corner of Market and High Streets, Vryheid.

Case 70757/94

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 Bonginkosi Petros Makhunga, First Defendant, and Thabile Theodora Makhunga, 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 30 May 1995 at 10:00, at the front entrance to the Magistrate's Court, Chatsworth:

Description: Subdivision of 1978, of the farm Mobeni 13538, situated in the City of Durban, Administrative District of Natal, in extent 465 square metres.

Address: 9 Silverbell Terrace, Mobeni Heights, Mobeni.

Improvements: Brick under tile roof dwelling comprising three bedrooms, lounge, kitchen, dining-room, toilet, bathroom, basement, large room, toilet, verandah and precast fencing.

- 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/05N011607.)

Case 047883/94

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

In the matter between V. Naicker, Plaintiff, and Govindsamy Perumal, Defendant

In pursuance of a judgment granted on 29 August 1994 in the Magistrate's Court, Durban, and under a writ of execution issued thereafter, the immovable property listed hereunder shall be sold in execution to the highest bidder on 30 May 1995 at 10:00, in front of the Magistrate's Court, Chatsworth:

Description: Subdivision 2603 of 2348 of Lot 102, Chatsworth, situated in the City of Durban, Administrative District of Natal, in extent three hundred and seventy-two (372) square metres.

Street address: 8 Gemini Crescent, Woodhurst, Chatsworth.

Improvements: Brick under tiling roof dwelling comprising three bedrooms, lounge, kitchen, toilet, bathroom, water and light facilities (the nature, extent, condition and existence of the improvements are not guaranteed, and are sold voetstoots).

Mortgage bond: Mortgage B39500/93 in favour of ABSA Bank Ltd, Smith Street, Durban, for the sum of R58 000,00.

Further encumerences: Interdict I1925/1994, being an attachment in execution by way of judgment obtained in the Supreme Court for the District of Durban, held at Durban, under Case 283/94, with the Judgment Creditor being ABSA Bank and Perumal Govindsamy being the Execution Debtor. Judgment Creditor's attorneys being Browne Brodie & Fourie, 12th Floor, United Building, 291 Smith Street, Durban.

Town-planning zoning: Special Residential (372 square metres min plot size) (the accuracy thereof is not guaranteed). Special priviledges: Nil.

Nothing is guaranteed in the above respects.

- 1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.
- 2.1 The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price and the auctioneer's commission in cash immediately after the sale, and the balance against transfer to be secured by a bank or building society guarantee to be furnished to the Sheriff for the Magistrate's Court within fourteen (14) days after the sale to be approved by the Plaintiff's attorneys.
- 2.2 The purchaser shall be liable for payment of interest at the rates as set from time to time by the ABSA Bank Ltd, and prevailing from time to time from the date of sale to date of transfer together with the interest to any other bondholder/s at the rate prescribed in the mortgage bond/s on the respective amounts of the awards to the Execution Creditor and to the bondholder/s in the plan of distribution from the date of sale to date of transfer.
 - 3. Payment of Value-Added Tax which may be applicable in terms of Act No. 39 of 1991, shall be borne by the purchaser.
- 4. Transfer shall be affected by the attorneys of the Plaintiff and the purchaser shall pay all the transfer dues, including transfer duty, current and any arrear rates and other necessary charges to effect transfer upon request by the said attorneys.

The full conditions of sale may be inspected at the offices of the Sheriff for the magistrate's Court, Chatsworth, 12 Oak Avenue, Kharwastan, Chatsworth.

Dated at Durban on this 8th day of March 1995.

Shun Pillay & Co., Plaintiff's Attorneys, 1217 Durdoc Centre, 460 Smith Street, Durban. (Ref. Mrs Pillay/sn/P 478.)

Case 436/95

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF INANDA HELD AT VERULAM

In the matter between **KwaZulu Finance & Investment Corporation Limited**, Judgment Creditor, and **Sikosipi Samuel Cele**, Judgment Debtor

In pursuance of judgment granted on 28 February 1995, 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 2 June 1995 at 10:00, at the front entrance to the Magistrate's Court Building, Moss Street, Verulam, to the highest bidder:

Description: Ownership Unit 51, Unit A, in the Township of Inanda, District of Verulam, in extent 170 (one hundred and seventy) square metres.

Postal address: 51 Unit A, Inanda, 4310.

Improvements: Block under asbestos dwelling comprising two bedrooms, lounge, kitchen, toilet outside and no bathroom, water and light facilities, held by the Defendant in his name under Deed of Grant 4846.

Nothing above is guaranteed. Vacant possession is not guaranteed.

- 1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.
- 2. The purchaser shall pay the purchase price in cash or by bank-guaranteed cheque on the day of the sale. In the event of the purchaser having to obtain finance from a financial institution, the purchaser shall, on the day of the sale, produce written confirmation from the said financial institution to the effect that the purchaser qualifies for a loan. The amount of the loan shall not be less than the purchase price.
- 3. The purchaser shall be liable for payment of interest to the Execution Creditor and to the bondholder, if any, from date of sale to date of registration of transfer as set out in the conditions of sale.
- 4. Transfer shall be effected by the Plaintiff or its attorneys and the purchaser shall pay all transfer costs, current rated taxes and other necessary charges to effect transfer, upon request by the said attorneys.

The full conditions may be inspected at the offices of the Sheriff of the Magistrate's Court, 2 Mountview Shopping Centre, corner of Inanda and Jacaranda Road, Verulam.

Dated at Umhlaga Rocks this 19th day of April 1995.

A. J. M. Pearse, for Gavin Gow, Jenkins & Pearse, Plaintiff's Attorneys, Suite 15, Chartwell Centre, Chartwell Drive, P.O. Box 610, Umhlanga Rocks, 4320. [Tel. (031) 561-1011.]

Case 114/95

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

In the matter between Jean Pierre Regnard, Execution Creditor, and Joseph Maxime Jacques Regnard, Execution Debtor

In execution of a judgment of the Magistrate's Court, Camperdown, dated 24 February 1995, the following immovable property belonging to the above-named Execution Debtor will be sold in execution on 2 June 1995 at 11:00, at the office of the Sheriff of Camperdown, 5 Bishop Street (behind the Masonic Lodge), Camperdown, to the highest bidder for cash without reserve:

An undivided half share in and to Lot 87, Drummond, situated in the Drummond Health Committee Area and in the Port-Natal, Ebhodwe Joint Services Board Area, Administrative District of Natal, Province of KwaZulu-Natal, in extent 4,3818 hectares, held under Deed of Transfer T3518/1988.

The following information relating to the property is furnished but not guaranteed in any way:

- 1. The property is situated at Impala Ridge Drive, Drummond.
- 2. The property has been improved by the construction thereon of a double storey dwelling-house with three bedrooms and usual outbuildings.
- 3. The conditions of sale may be inspected at the aforesaid offices of the Sheriff and at the offices of Moore and Company, 30 Bishop Street, Camperdown, Natal, during normal office hours.

Dated at Camperdown this 25th day of April 1995.

Moore & Co., Execution Creditor's Attorneys, 30 Bishop Street, P.O. Box 12, Camperdown, 3720.

Case 34/95

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF INANDA HELD AT VERULAM

In the matter between NBS Bank Limited (Reg. No. 87/01384/06), Execution Creditor, and Mxolisi Conrad Gono, First Execution Debtor, and Alphoncia Gono, Second Execution Debtor

In pursuance of a judgment in the Court for the Magistrate of Verulam, and writ of execution dated 8 March 1995, the property listed hereunder will be sold in execution on 9 June 1995 at 10:00, at the front entrance to the Magistrate's Court Building, Moss Street, Verulam, to the highest bidder:

Ownership Unit A144, in the Township of Kwa Mashu-A, in the District of Ntuzuma, in extent two hundred and sixteen (216) square metres, represented on General Plan PB33/1989.

Postal address: Unit A144, Kwa Mashu-A Township, KwaZulu-Natal.

Town-planning zoning: Residential.

The following improvements are reported to be on the property, but nothing is guaranteed: A single storey concrete block and tile dwelling consisting of lounge/kitchen, two bedrooms, bathroom, w.c., paving slabs 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 Inanda, Area 1. A substantial bank loan can be raised for an approved purchaser with prior approval.

Dated at Pinetown this 24th day of April 1995.

King & Associates, Attorney for Execution Creditor, Fourth Floor, NBS Centre, Hill Street, Pinetown. (Tel. 701-1561.) (Ref. Mr Jenkins/nem/02/N012/357.)

Case 10842/93

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 Est O Larm CC (No. CK90/29158/23), First Execution Debtor, and Carel Dawid Esterhuizen, Second Execution Debtor

In pursuance of a judgment in the Court for the Magistrate of Pinetown, and reissued writ of execution dated 4 January 1995, the property listed hereunder will be sold in Execution on 2 June 1995 at 10:00, at the front entrance to the Magistrate's Court, 22 Chancery Lane, Pinetown, to the highest bidder:

Lot 69, Forest Hills, situated in the Township of Kloof, and in the Port Natal-Ebhodwe Joint Services Board Area, Administrative District of Natal, in extent one thousand and eighty (1 080) square metres.

Postal address: 21 Forest Drive, Forest Hills, 3610.

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 24th day of April 1995.

King & Associates, Attorney for Execution Creditor, Fourth Floor, NBS Centre, Hill Street, Pinetown. (Tel. 701-1561.) (Ref. Mr Jenkins/nem/02/N012/188.)

Case 5151/91

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

In the matter between Keith Kingsley Construction CC, Plaintiff, and S. Pillay, Defendant

In pursuance of a judgment of the above Honourable Court, dated 10 July 1992, a sale in execution will be held on Thursday, 30 May 1995 at 14:00, in front of the Magistrate's Court, Somtseu Road, Durban, when the following property will be sold by the Sheriff of the Magistrate's Court for Durban North, to the highest bidder:

Subdivision 17 of 378 Springfield 802, situated in the City of Durban, Administrative District of Natal, in extent four hundred and ninety-one (491) square metres, situated at 152 Lotus Road, Springfield, Durban, held under Deed of Transfer T30193/88.

Improvements: The following information is furnished but nothing is guaranteed in this regard: Semi-detached brick/tile house consisting of:

Downstairs: Kitchen, floor tiled, two bedrooms carpeted, one en suite, two lounges, floor tiled, dining-room, floor tiled, kitchen floors and walls tiled with units, toilet with shower/washbasin, floors tiled.

Upstairs: Three bedrooms carpeted main en suite, toilet with shower floors tiled, yard fully fenced with steel gate (precast walls).

The sale shall be subject to the following conditions:

- 1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.
- 2. The purchaser (other than the Execution Creditor) shall pay a deposit of 10% (ten per cent) of the purchase price together with the commission plus VAT payable to the Sheriff 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 to the Sheriff within twenty-one (21) days after the date of sale.
- 4. The purchaser shall be liable to the payment of interest at the prevailing bond rate from time to time to the Natal Building Society which is the bondholder from the date 8 March 1995 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 other charges necessary to effect transfer on the 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, 15 Milne Street, Durban. Dated at Durban on this 25th day of April 1995.
- G. Naidoo Noor Mahomed & Dorasamy, Plaintiff's Attorneys, First Floor, 108 Prince Edward Street, Durban. (Ref. Mr Mahomed/SP.)

Case 1159/95

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

In the matter between ABSA Bank Limited (No. 86/04794/06), trading as Allied Bank, Plaintiff, and Nokulunga Debra Mvuyana, Defendant

In pursuance of a judgment granted on 15 February 1995, in the Court of the Magistrate, Durban, and under a writ of execution issued thereafter, the immovable property listed hereunder shall be sold in execution to the highest bidder on 1 June 1995 at 14:00, in front of the Magistrate's Court-house, Somtsue Road, Durban:

Description: A unit consisting of:

- (a) Section 5, as shown and more fully described on Sectional Plan SS145/1985 (the sectional plan) in the scheme known as Van der Stel, in respect of the land and building or buildings situated at Durban, in the City of Durban, Administrative District of Natal, of which section the floor area, according to the said sectional plan is 33 (thirty-three) square metres; 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.

Street address: Flat 13, Van der Stel, 15 Gillespie Street, Durban.

Improvements: Brick under concrete, bachelor flat consisting of lounge, kitchen, bathroom/toilet (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 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, Durban Central.

Dated at Durban this 6th day of April 1995.

A. J. McNabb, for Strauss Daly Inc., Plaintiff's Attorney, 11th Floor, The Marine, 22 Gardiner Street, Durban. [Ref. Z35128 (498).]

Case 73456/94

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

In the matter between ABSA Bank Limited, Execution Creditor, and Mr Bernard John Pavitt, Execution Debtor

In pursuance of judgment granted on 14 February 1995 in the Durban Magistrate's Court, and under a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on Thursday, 8 June 1995 at 14:00, of the Magistrate's Court-house, Somtsue Road, Durban, to the highest bidder:

Description: A certain immovable sectional title being:

(a) Section 2, as shown and more fully described on Sectional Plan SS371/84, in the scheme known as Ana Capri, in respect of the land and building or buildings situated in the City of Durban, Administrative District of Natal, Province of KwaZulu/Natal, of which the floor area, according to the said sectional plan, is 23 (twenty-three) 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.

Postal address: 2 Ana Capri, St Andrew Street, Durban.

Improvements: Sectional title bachelor flat consisting of lounge, kitchen and bathroom/toilet.

Town-planning: Zoning: Special Residential.

Special privileges: Nil.

Nothing is guaranteed in these respects.

Material conditions:

- 1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.
- 2. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price in cash or by a bank-guaranteed cheque at the time of the sale, the balance against transfer to be secured by a bank or building society guarantee to be approved by the Plaintiff's attorneys to be furnished to the Magistrate's Court Sheriff, within 14 (fourteen) days after the date of sale.
- 3. If more than one property is to be sold, the properties may be purchased separately, unless this is precluded by the conditions of title or law.

The full conditions may be inspected at the offices of the Sheriff for the Magistrate's Court, 21 Stafmayer House, Beach Grove, Durban, or at our offices.

Dated at Durban this 12th day of April 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. MK/A332/016510/Mrs Chelin.)

Case 2286/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Natal Provincial Division)

In the matter between Fidelity Bank Limited, Plaintiff, and Two Nine Eight Loop Street Properties CC (No. CK90/19045/23),

Defendant

Pursuant to a judgment of the above-mentioned Honourable Court, dated 19 September 1994, the undermentioned immovable property will be sold by the Sheriff, Pietermaritzburg, by public auction on Friday, 26 May 1995 at 10:30, at the Sheriff's Office, 5 Courtyard, Derek Hall, 172 Loop Street, Pietermaritzburg:

The immovable property is Subdivision 24, of Lot 2729, Pietermaritzburg, situated in the City of Pietermaritzburg, Administrative District of Natal, in extent 623 (six hundred and twenty-three) square metres.

Postal address: 296-298 Loop Street, Pietermaritzburg, KwaZulu/Natal.

Improvements: Three dwellings converted into offices, detached, brick walls, iron roof, several dwellings, three bathrooms, three w.c.'s.

Outbuildings: Store-room and w.c.

Zoning: Offices.

Nothing is guaranteed in these respects.

The conditions of sale, which may be inspected during normal office hours at the Sheriff's Office, 5 Courtyard, Derek Hall, 172 Loop Street, Pietermaritzburg, Natal, provide inter alia, for the following:

- 1. The purchaser shall pay a deposit of 10% (ten per centum) of the purchase price in cash on the date of sale to the Sheriff.
- 2. The balance of the purchase price, shall be paid by the purchaser to the Sheriff on the date of transfer, together with interest at the rate of 16% (sixteen per cent) per annum, compounded monthly, in advance, on the amount of the Plaintiff's Judgment as it stands at the date of sale, or on the balance of the purchase price, whichever of the two are greater.

Such interest to be calculated from the date of sale to the date of registration of transfer of the property into the name of the purchaser, both days inclusive, which shall be secured by a bank or building society guarantee to be approved by the Plaintiff's attorneys and to be furnished to the Sheriff, within fourteen (14) days after the date of sale, which said guarantee is to be irrevocable and not subject to withdrawal by the bank or building society issuing same.

Dated at Pietermaritzburg on this 5th day of April 1995.

W. O. N. James, for Shepstone & Wylie Tomlinsons, Plaintiff's Attorneys, 199 Pietermaritz Street, Pietermaritzburg. (Ref. W. O. N. James/SS/87F0052/94.)

Case 2713/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Natal Provincial Division)

In the matter between KwaZulu Finance & Investment Corporation Limited, Plaintiff, and Nokuthula Hellen Madlala,
Defendant

In execution of a judgment of the Supreme Court of South Africa, Natal Provincial Division, the following immovable property belonging to the above-named Defendant, will be sold in execution on 26 May 1995 at 10:00, on the steps of the Supreme Court, Durban, Natal, to the highest bidder for cash, without reserve:

The following information relating to the property is furnished but not guaranteed in any way: Lot 13, Lamontville, Administrative District of Natal, in extent 608 (six hundred and eight) square metres, held under Deed of Transfer TL352/1992.

1. The property is situated at Lot 13, Lamontville, Administrative District of Natal.

- 2. The property has been improved by the construction thereon of a dwelling and usual outbuildings.
- 3. The conditions of sale may be inspected at the aforesaid offices of the Sheriff and at the offices of Austen Smith, Walmsley House, 191 Pietermaritz Street, Pietermaritzburg, Natal, during normal office hours.

Dated at Pietermaritzburg this 11th day of April 1995.

Austen Smith, Plaintiff's Attorney, Walmsley House, 191 Pietermaritz Street, Pietermaritzburg. (Ref. GRA/myb/50/K0096/C3.)

Case 72159/94

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

In the matter between Transnet Limited (trading as Transnet Housing), Plaintiff, and Robert Bhekokwakhe Msweli, Defendant

In pursuance of a judgment of the Magistrate's Court, Durban, dated 24 January 1995, and a warrant of execution issued thereafter, the immovable property which is described hereunder will be sold in execution, by the Sheriff of Magistrate's Court, Camperdown, on 2 June 1995 at 11:00, at the office of the Sheriff for Camperdown, 5 Bishop Street (behind Masonic Lodge), Camperdown, without reserve:

Property description: Ownership Unit 44, situated in the Township of Mpumalanga B, Country of Pietermaritzburg, in extent 453 (four hundred and fifty-three) square metres, held under Deed of Grant 4718/128, subject to the conditions therein contained.

Physical address of property: Unit 44, Mpumalanga-B, Pietermaritzburg.

Zoning of property: Special Residential.

Improvements of property (but nothing is guaranteed): Block under asbestos dwelling, two bedrooms, dining-room and lounge, kitchen, toilet and bathroom, lights and water.

- 1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.
- 2. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price in cash together with auctioneer's commission, in cash immediately after the sale. The balance of the purchase price is payable against transfer to be secured by a bank or building society guarantee approved by the Execution Creditor's attorneys and to be furnished to the Sheriff, Camperdown, within fourteen (14) days after the date of the sale.
 - 3. Payment of Value-Added Tax which may be applicable in terms of Act 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, 5 Bishop Street, Camperdown.

Dated at Durban this 10th day of April 1995.

Woodhead Bigby & Irving, Plaintiff's Attorneys, 650 Mansion House, 12 Field Street, Durban. (Ref. SWA/LP/27T3810A4.)

Case 605/94

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 **Popoyi Phillip Mthembu**, First Defendant, and **Norah Eunice Mthembu**, Second Defendant

In pursuance of a judgment granted on 7 June 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, 31 May 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: Ownerhisp Unit BB 1609, situated in the Umlazi Township, District of Umlazi, in extent nine hundred and thirty-nine (939) square metres, known as BB 1609 Umlazi Township, Natal.

Postal address: Being Unit BB 1609, Umlazi Township, Natal.

Improvements: Brick under tiled roof dwelling, comprising of three bedrooms, two bathrooms, kitchen, dining-room and lounge. There are no outbuildings.

Zoning: Special Residential.

Nothing in this regard is guaranteed.

Material conditions:

- 1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.
- 2. (a) The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price and the auctioneer's commission in cash or by a bank-guaranteed cheque at the time of the sale and the balance, against transfer to be secured by a bank or building society guarantee, to be approved by Plaintiff's attorneys and to be furnished to the Court Messenger within 14 (fourteen) days after the date of sale.
- (b) The purchaser shall be liable for payment of interest to the Plaintiff at the rate of 15,25% (fifteen comma two five per cent) per annum on the amount of the award to the Plaintiff in the plan of distribution as from the date of sale to the date of transfer, and to pay any bondholders interest at the rates stipulated in such bonds.

- 3. Transfer shall be effected by the attorneys for the Plaintiff and the purchaser shall pay all transfer dues, including transfer duty, current and/or arrear levies/rates and/or Value-Added Tax and other necessary charges to effect transfer upon request by the sale attorneys.
 - 4. The full conditions of sale may be inspected at the offices of the Sheriff of the Magistrate's Court, Umlazi.

Dated at Durban this 12th day of April 1995.

Goodrickes, Plaintiff's Attorneys, 24th Floor, 320 West Street, Durban, 4001. (Ref. J. A. Allan/S.5682/mvr.)

Case 3213/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Natal Provincial Division)

In the matter between **ABSA Bank Limited**, Plaintiff, and **Vassie Lallie**, First Defendant, and **Adelaide Lallie**, Second Defendant

In execution of a judgment granted by the Supreme Court of South Africa, Natal Provincial Division, on Thursday, 23 March 1995, in the above-named suit, the following immovable property will be sold by public auction by the Sheriff of the Supreme Court of South Africa for the District of Pietermaritzburg, on the steps of her office on Friday, 26 May 1995 at 09:00, 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 her office at No. 5 The Courtyard, Derek Hall, 172 Loop Street, Pietermaritzburg, KwaZulu/Natal, namely:

Subdivision 4587 (4576) of the farm Northdale 14914, situated in the City of Pietermaritzburg, Administrative District of Natal, in extent two hundred and sixty-three (263) square metres, which property is physically situated at 303 Firwood Road, Northdale, Pietermaritzburg, KwaZulu/Natal, and which property is held by the above-named Defendant under and by virtue of Deed of Transfer T10539/91.

Improvements: Without constituting a warranty of any nature, the property has been improved by the erection thereon of a dwelling-house, consisting of a lounge, dining-room, five bedrooms, kitchen, bathroom and toilet and toilet and shower. There is an outbuilding, consisting of a garage, servants' quarters 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 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 the 5th day of April 1995.

J. A. Browne, for E. R. Browne Incorporated, Plaintiff's Attorneys, 10th Floor, United Building, 194 Longmarket Street, Pietermaritzburg.

Case 718/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Natal Provincial Division)

In the matter between ABSA Bank Limited, Plaintiff, and Eric Francis Wilke, First Defendant, and Pearl Wilke, Second Defendant

In execution of a judgment granted by the Supreme Court of South Africa (Natal Provincial Division), on Friday 25 March 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 Pietermaritzburg, on the steps of the office at 09:00 on Friday 26 May 1995, on conditions which will be read out by the Sheriff before the sale, and which conditions are in possession of the Sheriff and may be inspected at the her office at 5 The Courtyard, Derek Hall, 172 Loop Street, Pietermaritzburg, KwaZulu/Natal, namely:

Sub 6 of Lot 1134, Pietermaritzburg, situated in the City of Pietermaritzburg, Administrative District of Natal, in extent one thousand and sixty-one (1 061) square metres, which property is physically situated at 12 Walter Short Road, Scottsville, Pietermaritzburg, KwaZulu/Natal, and which property is held by the above-named Defendants under and by virtue of Deed of Transfer T7768/93.

Improvements: Without constituting a warranty of any nature, the property has been improved by the erection thereon of a brick under tiled dwelling-house, consisting of an entrance hall, lounge, dining-room, kitchbrick under tiled dwelling-house, coen, three bedrooms, two bathrooms and two toilets, there is an outbuilding consisting of two staffrooms, stores, two carports and a 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 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% (one five 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 5th day of April 1995.

J. A. Browne, for E. R. Browne Incorporated, Plaintiff's Attorneys, 10th Floor, United Building, 194 Longmarket Street, Pietermaritzburg.

Case 526/95

IN THE SUPREME COURT OF SOUTH AFRICA

(Natal Provincial Division)

In the matter between ABSA Bank Limited, Plaintiff, and Charmaine Shelagh Lorraine Erwin, Defendant

In execution of a judgment granted by the Supreme Court of South Africa (Natal Provincial Division), on Wednesday 29 March 1995, 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 Pietermaritzburg, on the steps of her office at 09:00 on Friday 26 May 1995, 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 her office at 5 The Courtyard, Derek Hall, 172 Loop Street, Pietermaritzburg, KwaZulu/Natal, namely:

- (a) Section 21 as shown and more fully described on Sectional Plan 74/1981, in the scheme known as Ansonia Court in respect of the land and building or buildings, situated in the City of Pietermaritzburg, of which section the floor area, according to the said Sectional Plan is 37 (thirty-seven) 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 308, Ansonia Court, Loop Street, Pietermaritzburg, KwaZulu/Natal, and which property is held by the above-named Defendant under and by virtue of Deed of Transfer ST17774/93.

Improvements: Without constituting a warranty of any nature, the property has been improved by the erection thereon of a dwelling, bacherlor flat, consisting of lounge, bedroom, kitchen, bathroom and toilet.

Zoning: The property is zoned for general residential purposes and enjoys no special consents in respect of its zoning.

Terms: The purchase price will be payable subject to the conditions of sale, as follows:

- (a) Ten per cent (10%) of the purchase price together with the Sheriff's commission on the sale to be paid immediately in cash on the date of sale.
- (b) All current and arrear rates, taxes, electrical, sanitary, water and other fees or charges to be paid in cash within seven days of the date of sale together with costs of transfer and transfer duty.
- (c) The balance of the purchase price together with interest at the rate of 16,25% (one six 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 13th day of April 1995.

J. A. Browne, for E. R. Browne Incorporated, Plaintiff's Attorneys, 10th Floor, United Building, 194 Longmarket Street, Pietermaritzburg.

Case 12095/92

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

In the matter between **KwaZulu Finance & Investment Corporation Limited**, Execution Creditor, and **Linda Cynthia Gwala**, Execution Debtor

In pursuance of a judgment in the Court of the Magistrate at Pietermaritzburg, dated 26 June 1992, the following immovable property will be sold in execution on 26 May 1995 at 11:00, at the Sheriff's Sale Room, 277 Berg Street, Pietermaritzburg, to the highest bidder:

Ownership Unit 1336, Unit S in the Township of Edendale East, District of Pietermaritzburg, in extent six hundred and three (603) square metres, represented and described on Deed of Grant 11800, situated at 1336 Unit S, Edendale East, Pietermaritzburg.

The following information is furnished regarding the property, but nothing is guaranteed: Upon the property is a residential dwelling-house.

Material conditions of sale:

- 1. The purchaser shall pay the full purchase price in cash or by bank guaranteed cheque immediately upon final acceptance of his bid by the Sheriff and before signing the conditions of sale.
- 2. The Sheriff shall, if requested by the Execution Creditor, require any bidder to deposit with him in cash an amount equal to 10% (ten per cent) of the amount owning to the Execution Creditor, before accepting any bid from such bidder.
- 3. The full conditions of sale can be inspected at the office of the Sheriff of the Magistrate's Court, 277 Berg Street, Pietermaritzburg, Natal, and interested parties are asked to contact the execution creditor who may be prepared to grant loan facilities to an approved purchaser.

Dated at Pietermaritzburg this 19th day of April 1995.

Tatham Wilkes & Company, Execution Creditor's Attorneys, Fourth Floor, Fedlife House, 251 Church Street, Pietermaritzburg.

Case 13801/93

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

In the matter between Nedcor Bank Limited, Execution Creditor, and Mzawuthethi David Nzimande, Execution Debtor

In pursuance of a judgment in the Court of the Magistrate at Pietermaritzburg, dated 25 June 1993, the following immovable property will be sold in execution on 26 May 1995 at 11:00, at the Sheriff's Sale Room, 277 Berg Street, Pietermaritzburg, to the highest bidder:

Sub 24 of Lot 1789, Pietermaritzburg, situated in the City of Pietermaritzburg, Administrative District of Natal, in extent three hundred and twenty-three (323) square metres, situated at 9 Sanjeevi Road, Northdale, Pietermaritzburg.

The following information is furnished regarding the property, but nothing is guaranteed: A single-storey dwelling house constructed of concrete under asbestos roof, consisting of three bedrooms, bathroom, kitchen and lounge.

Material conditions of sale.

The purchaser shall pay ten per cent (10%) of the purchase price in cash at the time of the sale and the balance shall be paid or secured by a bank or building society guarantee approved by the Execution Creditor's attorneys, to be furnished to the Sheriff of the Magistrate's Court, 277 Berg Street, Pietermaritzburg, within fourteen (14) days of the date of sale. The full conditions of sale can be inspected at the office of the Sheriff of the Magistrate's Court, 277 Berg Street, Pietermaritzburg, Natal, and interested parties are asked to contact the Execution Creditor who may be prepared to grant loan facilities to an approved purchaser.

Dated at Pietermaritzburg this 19th day of April 1995.

Tatham Wilkes & Company, Execution Creditor's Attorneys, Fourth Floor, Fedlife House, 251 Church Street, Pietermaritzburg.

Case 7287/92

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

In the matter between **KwaZulu Finance & Investment Corporation Limited**, Execution Creditor, and **Sibonelo Anton Zondi**, Execution Debtor

In pursuance of a judgment in the Court of the Magistrate at Pietermaritzburg dated 23 April 1992, the following immovable propety will be sold in execution on 26 May 1995 at 11:00, at the Sheriff's Salesroom, 277 Berg Street, Pietermaritzburg, to the highest bidder:

Ownership Unit 1475, Unit S, in the Township of Edendale, District of Pietermaritzburg, in extent four hundred (400) square metres, represented and described on Deed of Grant 9920, situated at 1475 Unit S, Edendale, Pietermaritzburg.

The following information is furnished regarding the property, but is not guaranteed: Upon the property is a residential dwelling-house.

Material conditions of sale:

- 1. The purchaser shall pay the full purchase price in cash or by bank-guaranteed cheque immediately upon final acceptance of his bid by the Sheriff and before signing the conditions of sale.
- 2. The Sheriff shall, if requested by the Execution Creditor, require any bidder to deposit with him in cash an amount equal to 10% (ten per cent) of the amount owing to the Execution Creditor, before accepting any bid from such bidder.
- 3. The full conditions of sale can be inspected at the office of the Sheriff of the Magistrate's Court, 277 Berg Street, Pietermaritzburg, Natal, and interested parties are asked to contact the Execution Creditor who may be prepared to grant loan facilities to an approved purchaser.

Dated at Pietermaritzburg this 19th day of April 1995.

Tatham Wilkes & Co., Execution Creditor's Attorneys, Fourth Floor, Fedlife House, 251 Church Street, Pietermaritzburg.

Case 24105/91

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

In the matter between KwaZulu Finance and Investment Corporation Ltd, Plaintiff, and N. P. Ntshingila, Defendant

In pursuance of a judgment of the Court of the Magistrate, Pietermaritzburg dated 11 December 1991, the writ of execution dated 27 December 1991, the immovable property listed hereunder will be sold in execution on Friday, 26 May 1995 at 11:00, at the Sheriff's Salesroom, 277 Berg Street, Pietermaritzburg, to the highest bidder:

Ownership Unit 909, Unit H, Edendale Township, in the District of Pietermaritzburg, Natal, in extent 459 square metres and represented by Deed of Grant 00012997.

- 1. The property shall be sold without reserve and to the highest bidder and shall be subject to the terms and conditions of the Magistrates' Courts Act and rules made thereunder, and of the title deed in so far as there are applicable.
 - 2. The following improvements on the property are reported, but not guaranteed: Dwelling-house.
- 3. The purchase price shall be paid in full by way of cash or bank-guaranteed cheque to the Sheriff together with interest on the full amount of the Plaintiff's claim at the rate of 18,5% (eighteen comma five per cent) per annum to date of payment.
- 4. The full conditions of sale which will be read out by the Sheriff of the Magistrate's Court, Pietermaritzburg, immediately prior to the sale may be inspected at his office at 277 Berg Street, Pietermaritzburg.
- 'A. H. R. Louw, for Geyser Liebetrau Du Toit & Louw, Plaintiff's Attorneys, 380 Loop Street, Pietermaritzburg. (Ref. K1L/376/gd.)

Case 53993/88

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

In the matter between Allied Building Society Limited (Reg. No. 87/02375/06), Plaintiff, and Suleman, Defendant

In pursuance of a judgment granted on 7 February 1989, 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 30 May 1995 at 10:00, in front of the Magistrate's Court Building, Justice Street, Chatsworth:

Description: Subdivision 6589 of 6487, of the farm Chat Seven 14780 (now known as Subdivision 6589 of 6487), of Lot 107 Chatsworth, situated in the City of Durban, Administrative District of Natal, in extent two hundred and nine (209) square metres.

Street address: House 126, Rainstorm Road, Chatsworth.

Improvements: Semi detached double storey block under asbestos roof dwelling comprising three bedrooms, lounge, kitchen, bathroom, toilet and incomplete outbuilding.

The nature, extent, condition and existence of the improvements are not guaranteed, and are sold voetstoots.

Town-planning zoning: Special Residential (180 square metres min plot size) (the accuracy hereof is not guaranteed).

Special provileges: Nil.

Nothing is guaranteed in the above respects.

- 1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.
- 2.1 The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price and the auctioneer's commission in cash immediately after the sale, and the balance against transfer to be secured by a bank or building society guarantee to be furnished to the Sheriff for the Magistrate's Court within fourteen days after the sale to be approved by the Plaintiff's attorneys.
- 2.2 The purchaser shall be liable for payment of interest at the rate as set from time to time by the Allied Building Society Limited and prevailing from time to time from the date of sale to date of transfer together with interest to any other bondholder/s at the rate prescribed in the mortgate bond/s on the respective amounts of the awards to the Execution Creditor and to the bondholder/s in the plan of distribution from the date of sale to date of transfer.
- 3. Transfer shall be effected by the attorneys of the Plaintiff and the purchaser shall pay all the transfer dues, including transfer duty, current and any arrear rates, and other necessary charges to effect transfer upon request by the said attorneys.

The full conditions of sale may be inspected at the offices of the Seriff for the Magistrate's Court, Chatsworth, at 12 Oak Avenue. Kharwastan.

Dated at Durban this 10th day of April 1995.

Romer Robinson & Catterall, Plaintiff's Attorneys, Seventh Floor, Allied Building, Gardiner Street, Durban.

Case 159/95

IN THE SUPREME COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between **ABSA Bank Limited** (Reg. No. 86/04794/06), Plaintiff, and **Devarajan Veerannah**, First Defendant and **Perinagie Veerannah**, Second Defendant

In execution of a judgment granted by the Supreme Court of South Africa (Durban and Coast Local Division) on 10 February 1995 in the above-named suit, the following immovable property will be sold by public auction by the Sheriff of the Supreme Court, Chatsworth at Chatsworth Magistrate's Court, Justice Street, Unit 5, Chatsworth, on Tuesday, 30 May 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 6 Gosai Centre, 56 Greendale Road, Silverglen, Chatsworth, namely:

Subdivision 1973, of the farm Mobeni 13538, situated in the City of Durban, Administrative District of Natal, in extent four hundred and eighty-eight (488) square metres in extent, which property is physically situated at 21 Silverbell Terrace, Mobeni Heights 4092, and which property is held by the above-named Defendants under and by virtue of Deed of Transfer T32247/80.

Improvements: Without constituting a warranty of any nature, the property has been improved by the erection thereon of brick under tile dwelling consisting of entrance porch, lounge, dining-room, kitchen, three bedrooms, shower/bath/toilet en suite, basement, kitchen, bedroom 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) 10% (ten per cent) of the purchase price together with the Sheriff's commission on the sale to be paid immediately in cash on the date of sale.
- b) All current and arrear rates, taxes, electrical, sanitary, water and other fees or charges to be paid in cash within 7 (seven) days of the date of sale together with costs of transfer and transfer duty.
- c) the balance of the purchase price together with interest at the rate of 16,25% (sixteen comma two five per cent) per annum compounded monthly in advance on the amount referred to in the conditions of sale to date of transfer both days inclusive, to be secured by an acceptable guarantee to be furnished within 14 (fourteen) days after the date of sale.

Dated at Durban this 23rd day of March 1995.

Browne Brodie & Co., Plaintiff's Attorneys, 12th Floor, United Building, 291 Smith Street, Durban, 4001; P.O. Box 714, Durban, 4000. [Tel. (031) 304-7614/5.] (Ref. CMK/A332/008507/Mrs Chelin.)

Case 609/95

IN THE SUPREME COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between The Standard Bank of South Africa Limited, Plaintiff, and Haydar Yaylaci, 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, 26 May 1995 at 10:00:

Description: Section 41, as shown and more fully described on Sectional Plan SS434/1994, in the scheme known as St James, in respect of the land and building or buildings situated in the City of Durban, Administrative District of Natal, Province of KwaZulu/Natal, of which section the floor area according to the said sectional plan is 74 (seventy-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, held under Deed of Transfer ST16070/1994.

Physical address: 41 St James, corner of Sarnia and Cliffview Roads, Bellair, Natal.

Zoning: Special Residential.

The property consists of the following: Semi-detached simplex comprising three bedrooms, bathroom, lounge, dining-room, two toilets, kitchen, patio, two showers and covered carport.

Nothing in this regard is guaranteed.

- 1. The sale shall be subject to the terms and conditions of the Supreme Courts Act and the rules made thereunder.
- 2. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price and the auctioneer's commission in cash immediately after the sale and the balance against transfer to be secured by a bank or building society guarantee, to be furnished to the Plaintiff's attorneys within 14 (fourteen) days after the date of sale, to be approved by the Plaintiff's attorneys.
- 3. Transfer shall be effected by the attorneys for the Plaintiff and the purchaser shall pay all transfer dues, including transfer duty, current and/or arrear levies/rates and/or Value-Added Tax and other necessary charges to effect transfer upon request by the sale attorneys.
- 4. The full conditions of sale may be inspected at the offices of the Sheriff of the Supreme Court, Durban Central, 21 Stafmayer House, Beach Grove, Durban, Natal.

Dated at Durban this 7th day of April 1995.

Goodrickes, Plaintiff's Attorneys, 24th Floor, 320 West Street, Durban, 4001. (Ref. J. A. Allan/S.8155/mvr.)

Case 23563/91

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

In the matter between Standard Bank of South Africa Limited (Stannic Division), Plaintiff, and Nadas Naidoo, Defendant

In pursuance of a judgment of the Court of the Magistrate of Pietermaritzburg dated 30 April 1992, the following property will be sold in execution on 2 June 1995 at 11:00, at the Sheriff's Salesroom, 277 Berg Street, Pietermaritzburg, to the highest bidder:

Subdivision 1883 (of 1786), of the farm Northdale 14914, situated in the City of Pietermaritzburg, Administrative District of Natal, in extent 465 square metres, and held under Title T20696, 1989.

The postal address of the property is 33 Sheba Road, Northdale, Pietermaritzburg. Improvements on the property consists of the construction of a dwelling thereon.

Nothing is guaranteed in these respects.

- 1. The property shall be sold to the highest bidder and subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder and the title deeds, in so far as these are applicable.
- 2. The purchser shall pay 10% (ten per cent) of the purchase price in cash together with the selling commission immediately after the sale and the balance shall be paid or secured by a satisfactory bank or building society guarantee, to be approved by the Plaintiff's attorneys, to be furnished to the Sheriff of the Court within ten (10) days of the date of sale.
- 3. Transfer shall be effected by the Plaintiff's conveyancers and the purchaser shall pay all transfer dues, including transfer duty, current and arrear rates, taxes and other charges necessary to effect transfer upon request by the said conveyancers.
- 4. The full conditions of sale may be inspected at the offices of the Sheriff of the Magistrate's Court, 277 Berg Street, Pietermaritzburg.

Dated at Pietermaritzburg this 10th day of April 1995.

Brokensha, Meyer & Partners, Plaintiff's Attorneys, Sixth Floor, Symons Centre, 341 Church Street, Pietermaritzburg, 3201; P.O. Box 51, Pietermaritzburg, 3200. [Tel. (0331) 45-3322.] (Ref. LRM/lv/S.541.)

Case 820/95

IN THE SUPREME COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between The Standard Bank of South Africa Limited, Plaintiff, and Shaun Kevin Strobel, 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, 26 May 1995 at 10:00:

Description: Section 19, as shown and more fully described on Sectional Plan SS110/1980, in the scheme known as Calida, in respect of the land and building or buildings situated at Durban, of which section the floor area according to the said sectional plan is 62 (sixty-two) square metres in extent (the mortgaged section), 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 ST1836/94.

Physical address: Flat 20, Calida Court, 14 Cato Road, Durban, Natal.

Zoning: Special Residential.

The property consists of the following: Flat comprising an entrance hall, lounge, dining-room, bedroom, bathroom, toilet, kitchen and enclosed balcony. There is also an undercover parking bay.

Nothing in this regard is guaranteed.

- 1. The sale shall be subject to the terms and conditions of the Supreme Courts Act and the rules made thereunder.
- 2. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price and the auctioneer's commission in cash immediately after the sale and the balance against transfer to be secured by a bank or building society guarantee, to be furnished to the Plaintiff's attorneys within 14 (fourteen) days after the date of sale, to be approved by the Plaintiff's attorneys.
- 3. Transfer shall be effected by the attorneys for the Plaintiff and the purchaser shall pay all transfer dues, including transfer duty, current and/or arrear levies/rates and/or Value-Added Tax and other necessary charges to effect transfer upon request by the sale attorneys.
- 4. The full conditions of sale may be inspected at the offices of the Sheriff of the Supreme Court, Durban Central, 21 Stafmayer House, Beach Grove, Durban, Natal.

Dated at Durban this 6th day of April 1995.

Goodrickes, Plaintiff's Attorneys, 24th Floor, 320 West Street, Durban, 4001. (Ref. J. A. Allan/S.8153/mvr.)

Case 8349/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between ABSA Bank Limited, Plaintiff, and Johannes Jacobus Fredrik Henning, First Defendant, and Mrs Desray Angela Henning, Second Defendant

In execution of a judgment granted by the Supreme Court of South Africa (Durban and Coast Local Division) on 3 February 1995 in the above-named suit, the following immovable property will be sold by public auction by the Sheriff of the Supreme Court of Durban Central, at the front entrance of the Supreme Court-house, Masonic Grove, Durban, on Friday, 26 May 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 42, as shown and more fully described on Sectional Plan SS69/88, in the scheme known as Cressington, in respect of the land and building or buildings situated at Durban, City of Durban, of which section 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, which property is physically situated at 74 Cressington, 37 Russell Street, Durban, 4001, and which property is held by the above-named Defendants under and by virtue of Deed of Transfer T9175/92.

Improvements: Without constituting a warranty of any nature, the property has been improved by the erection thereon of sectional title unit consisting of entrance hall, lounge/dining-room, enclosed balcony, bedroom and bath/toilet/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 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, from 1 October 1994 to 31 October 1994, and at the rate of 16,25% (sixteen comma two five) per centum per annum, compounded monthly in advance on the amount referred to in the conditions of sale to date of transfer, both days inclusive, to be secured by an acceptable guarantee to be furnished within 14 (fourteen) days after the date of sale.

Dated at Durban this 7th day of April 1995.

Browne Brodie & Co., Plaintiff's Attorneys, 12th Floor, United Building, 291 Smith Street, Durban, 4001; P.O. Box 714, Durban, 4000/Docex 71. [Tel. (031) 304-7614/5.] (Ref. CMK/040593/016/Mrs Chetty.)

Case 5963/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF INANDA HELD AT VERULAM

In the matter between First National Bank of SA Limited, Execution Creditor, and Patchappen Naidoo, First Execution Debtor, and Govindammal Naidoo, Second Execution Debtor

In pursuance of a judgment granted on 5 July 1993, in the Magistrate's Court for the District of Inanda, held at Verulam, and a writ of execution issued thereunder the immovable property listed hereunder will be sold in execution on 2 June 1995 at 10:00, by the Sheriff of the Magistrate's Court, Stanger, at the front entrance to the Magistrate's Court Building, 127 Couper Street, Stanger, to the highest bidder:

Situation/street address: 8 Villa Roza, San Roz Crescent, Jan Roz Heights, Tongaat.

Title deed description: A unit consisting of Section 8, as shown and more fully described on Sectional Plan SS351/1984, in the building or buildings known as Villa Roza situated at San Roz Crescent, Jan Roz Heights, Tongaat, of which the floor area, according to the said sectional plan is one hundred and fifty-four (154) square metres in extent and an undivided share of the common property in the land and building or buildings as shown and more fully described on the said sectional plan, apportioned to the said section in accordance with the participation quota of the said section, held under Certificate of Registered Sectional Title ST351/84 (8) (Unit).

Improvements: A dwelling consisting of brick and plaster with tile roof comprising of three bedrooms, lounge, dining-room, kitchen, two toilets and bathroom and a balcony.

Zoning: Residential, but 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 ten per cent (10%) of the purchase price in cash on the day of the sale, the balance against transfer to be secured by a bank or building society guarantee to be approved by the Execution Creditor's attorneys, to be furnished to the Sheriff of the Magistrate's Court, within fourteen (14) days after the date of the sale.
- 3. Interest is payable on the purchase price from date of sale to date of registration of transfer of the property both dates inclusive, at a rate equivalent to the rate payable under and in terms of the mortgage bond registered on the property in favour of the Execution Creditor. The method of calculating the interest will be as per the said mortgage bond.
- 4. Transfer shall be effected by the attorneys for the Execution Creditor and the purchaser shall pay all the transfer costs, including transfer duty, current rates and other necessary charges to effect transfer upon request by the said attorneys.
 - 5. The property and the improvements thereon are sold voetstoots and withouty any warranties.
- 6. The full conditions may be inspected at the offices of the Sheriff of the Magistrate's Court, Stanger, 116 Couper Street, Stanger.

Dated at Durban this 11th day of April 1995.

Mooney Ford & Partners, c/o Gavin Gow Jenkins & Pearce, Execution Creditor's Attorneys, Suite 15, Chartwell Centre, Chartwell Drive, Umhlanga Rocks. (Ref. Colls/CV/F244.)

Saak 24842/93

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Witwatersrandse Plaaslike Afdeling)

In die saak tussen First National Mortgages Nominees, Eiser, en Die Trustee van die Dagor Trust, Verweerder

Ter uitwinning van 'n vonnis van die Hooggeregshof van Suid-Afrika (Witwatersrandse Plaaslike Afdeling), in bogemelde saak, sal 'n verkoping sonder 'n reserweprys, die prys onderhewig aan die Eiser se goedkeuring, gehou word deur die Balju voor die Landdroshof, Kerkstraat, Vryheid, op 1 Junie 1995 om 11:00, van die ondervermelde eiendom van die Verweerder op die voorwaardes wat deur die Venduafslaer gelees sal word ten tye van die verkoping en welke voorwaardes by die kantore van die Balju voor die verkoping ter insae sal lê:

Sekere Erf 496, Vryheid, munisipaliteit Vryheid, Natal, en ook bekend as Kerkstraat 250, Vryheid, grootte 1 404 m² (een vier nul vier) vierkante meter.

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

Groot gebou midde in besigheidsperseel: Baksteen met sinkdak. Word gebruik as 'n winkel.

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

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

Gedateer te Johannesburg.

Rossouws, Eiser se Prokureurs, Negende Verdieping, Atkinson Huis, hoek van Eloff- en Albertstraat, Johannesburg, Posbus 1588. (Tel. 334-2727.) (Verw. Rossouw/cw/04/F5257E.)

Case 3289/94

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 Govintharajly Chettiar, Defendant

In pursuance of a judgment granted in the Supreme Court of South Africa (Durban and Coast Local Division) under writ of execution issued thereafter, the immovable property listed hereunder will be sold to the highest bidder without reserve at the entrance to the Magistrate's Court Building, Justice Street, Unit 5, Chatsworth, on Tuesday, 30 May 1995 at 10:00:

Description: Subdivision 1 of Lot 327, Umhlatuzana, situated in the City of Durban, Administrative District of Natal, in extent one thousand two hundred and three (1 203) square metres, held under Deed of Transfer T32066/88.

Physical address: 42 32nd Avenue, Umhlatuzana, Natal.

Zoning: Special Residential.

The property consists of the following: Brick under tile roof dwelling comprising three bedrooms (en suite, all carpeted and built in cupboards), prayer room, TV-room, lounge, dining-room, kitchen (built in cupboards and tiled), pantry (built in cupboards and tiled, entrance hall (tiled), double garage, toilet and toilet/bathroom. There is a basement with two large rooms. There is a swimming-pool. The yard is tarred and the property is fenced with a drive-way.

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, 4 Gosai Centre, 56 Greendale Road, Siverglen, Chatsworth, Natal.

Dated at Durban this 17th day of March 1995.

Goodrickes, Plaintiff's Attorneys, 24th Floor, 320 West Street, Durban, 4001. (Ref. J. A. Allan/S.8274/mvr.)

Case 1614/92

IN THE SUPREME COURT OF SOUTH AFRICA

(Natal Provincial Division)

In the matter between **Syfrets Mortgage Nominess Limited**, Plaintiff, and **Hill Top Farm (Proprietary) Limited**, First Defendant, and **Adribertus (Proprietary) Limited**, Second Defendant, and **Spyskor Flora (Proprietary) Limited**, Third Defendant, and **Adriaan Jacobus van den Berg**, Fourth 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 26 May 1995 at 10:00, by the Sheriff of the Supreme Court, Sheriff's Office, Clanford Farm, Richmond, to the highest bidder for cash, without reserve:

- 1.1. The Farm Bergh 15452, situated in the County of Pietermaritzburg, Province of Natal, measuring 512,5861 hectares, and held by First Defendant under Certificate of Consolidated Title 24047/1982.
- 1.2 The Remainder of the Farm Hilltop 1883, situated in the County of Pietermaritzburg, Province of Natal, measuring 717,0697 hectares, and held by First Defendant under Deed of Transfer 11727/1980.
- 1.3 Subdivision 1 of the Farm Doorn Kloof 1301, situated in the County of Pietermaritzburg, Province of Natal, measuring 207,5279 hectares, held by First Defendant under Deed of Transfer 11727/1980.

The following information relating to the property is furnished (but not guaranteed in any way):

Location: Approximately 4 km from Richmond, take the Eston turn-off. Thereafter, turn into Inhlazuka Road. The farm is located at the end of this road.

Improvements: Approximately 150 hectares of land, of which, approximately 120 hectares are potentially arable. The majority of the farm is thickly covered in bush, and the farm is well-suited for development as a game farm.

The main dwelling is constructed of cut shale, with plastered interior walls under an iron roof. There is also a large cow byre and sundry sheds. Most of these buildings are run-down.

- 2.1 Remainder of the Farm Mackston 12959, situated in the Administrative District of Natal, in extent 583,6705 hectares (held under Deed of Transfer T10576/1970.
 - 2.2 The Farm Cormack 3670, situated in the Administrative District of Natal, in extent 48,5623 hectares.
- 2.3 Subdivision 2 (of 1) of the Farm Bromham Hall 4759, situated in the Administrative District of Natal, in extent 153,7807 hectares.

- 2.4 Remainder of Subdivision 1 of the Farm Resolis 1968, situated in the Administrative District of Natal, in extent 156,2219 hectares.
 - 2.5 Subdivision 1 of the Farm Mackston 12959, situated in the Administrative District of Natal, in extent 50.8772 hectares.
 - 2.6 Lot 2 of Lions Kloof 4573, situated in the Administrative District of Natal, in extent 80,9372 hectares.
 - 2.7 Lot 3 of Lions Kloof 4574, situated in the Administrative District of Natal, in extent 80,9372 hectares.
 - 2.8 Lot 4 of Lions Kloof 4581, situated in the Administrative District of Natal, in extent 80,9372 hectares.
 - 2.9 The Farm Greta 3821, situated in the Administrative District of Natal, in extent 289.9818 hectares.
- 2.10 Remainder of Subdivision 1 of the Farm Bramham Hall 4759 situated in the Administrative District of Natal, in extent 202,3430 hectares.

Location: On the Southern Bank of the Umkomaas River, approximately 7,2 km along Inhlavini Road, after crossing the Josephine Bridge between Richmond and Ixopo.

Improvements: There are two derelict cottages on this farm.

3. The conditions of sale may be inspected at the aforesaid offices of the Sheriff Richmond and at the offices of Austen Smith, Walmsley House, 191 Pietermaritz Street, Pietermaritzburg, Natal, during normal office hours.

Dated at Pietermaritzburg this 16th day of March 1995.

Austen Smith, Plaintiff's Attorneys, Walmsley House, 191 Pietermaritz Street, Pietermaritzburg. (Ref. Mr R. N. Scott/cch/S111.)

Case 8087/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between ABSA Bank Limited, Plaintiff, and Poobalan Govender, Defendant

In execution of a judgment granted by the Supreme Court of South Africa (Durban and Coast Local Division) on 17 February 1995, 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 26 May 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:

Subdivision 12 of Lot 364, Springfield, situated in the City of Durban, Administrative District of Natal, in extent four hundred and sixty two (462) square metres, now known as:

Subdivision 12 of Lot 364, Springfield, situated in the City of Durban, Administrative District of Natal, Province of KwaZulu/ Natal, in extent four hundred and sixty-two (462) square metres, which property is physically situated at 12 Ribes Place, Springfield, Durban, 4091, and which property is held by the above-named Defendants under and by virtue of Deed of Transfer T22332/86.

Improvements: Without constituting a warranty of any nature, the property has been improved by the erection thereon of brick under tile dwelling consisting of lounge, dining-room, kitchen, three bedrooms, shower/toilet.

Zoning: The property is zoned for special residential purposes and enjoys no special consents in respect of its zoning.

Terms: The purchase price will be payable subject to the conditions of sale, as follows:

- (a) 10% (ten per cent) of the purchase price together with the 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 from 1 October 1994 to 31 October 1994 and at the rate of 16,25% (sixteen comma two five) per centum per annum compounded monthly in advance on the amount referred to in the conditions of sale to date of transfer both days inclusive, to be secured by an acceptable guarantee to be furnished within 14 (fourteen) days after the date of sale.

Dated at Durban this 27th day of March 1995.

Browne Brodie & Co., Plaintiff's Attorneys, 12th Floor, United Building, 291 Smith Street, Durban, 4001; P.O. Box 714, Durban, 4000. (Docex 71.) [Tel. (031) 304-7614/5.] (Ref. CMK/040539/A332/Mrs Chetty.)

Case 16216/91

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

In the matter between Allied Building Society, Execution Creditor, and Moonsamy Narasigadu, First Execution Debtor, and Durgeeammah Narasigadu, Second Execution Debtor

In pursuance of a judgment granted on 23 September 1991, in the Magistrate's Court, Pietermaritzburg and under writ of execution issued thereafter, the immovable property listed hereunder shall be sold in execution to the highest bidder on 2 June 1995 at 11:00, at the Sheriff's Salesroom, 277 Berg Street, Pietermaritzburg:

Description: Subdivision 377 of Lot 1203, Pietermaritzburg, situated in the City of Pietermaritzburg, Administrative District of Natal, in extent 228 (two hundred and twenty-eight) square metres.

Postal address: 66 Jhansi Road, Northdale, Pietermaritzburg.

The property consists of land improved by the erection of a semi-detached dwelling built of block under asbestos roof consisting of lounge, kitchen and two bedrooms. The outbuildings consist of a shower and toilet.

- 1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act, and the rules made thereunder.
- 2. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price and the auctioneer's commission in cash immediately after the sale, and the balance against transfer to be secured by a bank or building society guarantee to be furnished to the Sheriff of the Magistrate's Court within 14 (fourteen) days after the sale to be approved by the Plaintiff's attorneys.
- 3. The purchaser shall be liable for payment of interest at the rate of 19,5% (nineteen comma five per cent) per annum to the Plaintiff on the amount of the award to the Plaintiff in the plan of distribution from the date of sale to date of transfer.
- 4. Transfer shall be effected by the attorneys of the Plaintiff and the purchaser shall pay all the transfer dues, including Transfer Duty or Value-Added Tax, current and any arrear rates, and other necessary charges to effect transfer upon request by the said attorneys.

The full conditions of sale may be inspected at the offices of the Sheriff for the Magistrate's Court Pietermaritzburg, 277 Berg Street, Pietermaritzburg.

Dated at Pietermaritzburg on this the 19th day of April 1995.

G. J. Campbell, for Stowell & Co., Plaintiff's Attorneys, 295 Pietermaritz Street, Pietermaritzburg.

Case 3253/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Natal Provincial Division)

In the matter between KwaZulu Finance & Investment Corporation Limited, Plaintiff, and Themba Reginald Myeza,
Defendant

In execution of a judgment of the Supreme Court of South Africa (Natal Provincial Division) the following immovable property belonging to the above-named Defendant, will be sold in execution on 26 May 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 AA973, in the Township of Umlazi, District of Umlazi, in extent of 335 (three hundred and thirty-five) square metres, represented and described on Deed of Grant 3093/78.

The following information relating to the property is furnished (but not guaranteed in any way):

- 1. The property is situated at Ownership Unit AA973, in the Township of Umlazi, District of Umlazi.
- 2. The property has been improved by the erection of a asbestos 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 at the offices of Austen Smith, Walmsley House, 191 Pietermaritz Street, Pietermaritzburg, Natal, during normal office hours.

Dated at Pietermaritzburg this 18th day of April 1995.

Austen Smith, Plaintiff's Attorney, Walmsley House, 191 Pietermaritz Street, Pietermaritzburg. (Ref. GRA/myb/50/K0132/C3.)

Case 78893/94

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

In the matter between Ana Capri Body Corporate, Execution Creditor, and Ms Nokulunga Hazel Khumalo, Execution Debtor

In pursuance of a judgment granted on 21 December 1994, in the Magistrate's Court for the District of Durban, held at Durban, and a writ of execution issued thereunder, the immovable property listed hereunder will be sold in execution on Thursday, 1 June 1995 at 14:00, in front of the Magistrate's Court, Somtseu Road entrance, Durban:

Description: Section 43, as shown and more fully described on Sectional Plan SS371/1984 in the building or buildings known as Ana Capri situated at Durban of which the floor area, according to the said Sectional Plan is 45 square metres, 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 under Deed of Transfer ST346/1994.

Street address: Flat 43, Ana Capri, 138 St Andrews Street, Durban.

Improvements: Unit comprising batchelor flat, kitchen, bathroom, toilet with basin, d.c. water and lights.

Zoning: Special Residential (nothing guaranteed).

The sale shall be for rands and no bids of less than one hundred rand (R100) shall be accepted.

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

- 1. The purchaser shall pay a deposit of ten per cent (10%) of the purchase price in cash immediately after the sale and the balance against transfer to be secured by a bank or building society guarantee to be approved by the Plaintiff's attorneys, to be furnished to the Sheriff of the Court or the Auctioneer within fourteen (14) days after the sale.
- 2. The purchaser shall be liable for interest at the rate of 21,75% (twenty-one comma seven five per cent) per annum to the bondholder, ABSA Bank Limited, on the amount of the award to the Plaintiff and the plan of distribution, calculated as from the date of sale to date of transfer, both days inclusive.
- 3. Transfer shall be effected by the attorneys for the Execution Creditor and the purchaser shall pay all transfer costs, including transfer duty, current rates and other necessary charges to effect transfer upon request by the said attorney.
 - 4. The property and the improvements thereon are sold voetstoots and without any warranties.

5. The full conditions of sale may be inspected at the office of the Sheriff of the Magistrate's Court, Durban Central, 21 Stafmayer House, Beach Grove, Durban.

Dated at Durban this 18th day of April 1995.

W. J. Broome, for Livingstone Leandy Incorporated, Execution Creditor's Attorneys, 10th Floor, First National Bank Building, corner of Smith and Field Streets, Durban. (Ref. Mr W. J. Broome.)

Case 6836/94

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

In the matter between Kavlla Jugoo, Plaintiff, and Manthi Singh, Defendant

In pursuance of a judgment granted on 10 January 1995, 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 30 May 1995 at 10:00, in front of the Magistrate's Court, 1 Justice Street, Chatsworth, Natal:

Description: Subdivision 6494 of 6487 of the Farm Chat Seven 14780, situated in the City of Durban, Administrative District of Natal, in extent 348 square metres, now known as Subdivision 6494 (of 6487) of Lot 107, Chatsworth, situated in the City of Durban, Administrative District of Natal, Province of Kwazulu/Natal, in extent 348 square metres, which is held under Deed of Transfer T18186/1985 and is registered in the name of the First Defendant.

Postal address: 203 Moorcross Drive, Moorton, Chatsworth.

Improvements: Brick under tile roof dwelling comprising lounge, kitchen, dining-room, four bedrooms, toilet and bath. Outbuilding: Garage, room, kitchen, toilet and shower.

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 rules made thereunder.
- 2. (a) The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price and the auctioneer's commission 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 fourteen (14) days after the sale. The guarantee shall be approved by the Plaintiff's attorneys.
- (b) The purchaser shall be liable for the payment of interest to the Plaintiff at the rate of 24% (twenty-four per cent) per annum and at the prescribed rate of interest to any preferent creditors on the respective amounts of their awards in the plan of distribution from date of sale to date of transfer, both days inclusive.
 - 3. The property and the improvements thereon are sold voetstoots and without any warranties.
- 4. The 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, Kharwastan, Chatsworth, and at the offices of S. Harrylal and Company, First Floor, Nagiah's Trading Centre, 284 Pelican Drive, Bayview, Chatsworth.

Dated at Chatsworth this 11th day of April 1995.

S. Harrylal, for S. Harrylal and Company, First Floor, Nagiah's Trading Centre, 284 Pelican Drive, Bayview, Chatsworth. (Tel. 400-7777/8/9.) [Ref. M. S. Loganathan: J 23 (2).]

Case 9067/94

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 **Mogambery Naidu**, First Defendant, and **Sumenthree Naidu**, Second Defendant

In pursuance of a judgment granted in the Supreme Court of South Africa (Durban and Coast Local Division) under writ of execution issued thereafter, the immovable property listed hereunder will be sold to the highest bidder without reserve at the entrance to the Magistrate's Court Building, Justice Street, Unit 5, Chatsworth, on Tuesday, 20 May 1995 at 10:00:

Description: Remainder of Subdivision 800 of Lot 85, Chatsworth, situated in the City of Durban, Administrative District of Natal, in extent 806 (eight hundred and six) square metres, held under Deed of Transfer T19642/94.

Physical address: 92 Riversdale Road, Silverglen, Chatsworth, Natal.

Zoning: Special Residential.

The property consists of the following: Double storey brick under tile roof dwelling comprising three bedrooms (en suite, all carpeted), lounge, dining-room (floor-tiled), kitchen (tiled), bathroom, toilet, balcony. Basement: Garage, large room. Outbuildings: Small room.

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, 4 Gosai Centre, 56 Greendale Road, Silverglen, Chatsworth, Natal.

Dated at Durban this 13th day of April 1995.

Goodrickes, Plaintiff's Attorneys, 24th Floor, 320 West Street, Durban, 4001. (Ref. J. A. Allan/S.8041/mvr.)

Case 9012/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between ABSA Bank Limited (Reg. No. 86/04794/06), Plaintiff, and Marie Stenio Fabre, Defendant

In execution of a judgment granted by the Supreme Court of South Africa (Durban and Coast Local Division) on 22 February 1995, in the above-named suit, the following immovable property will be sold by public auction by the Sheriff of the Supreme Court of Durban Central, in front of the Supreme Court-house, Masonic Grove, Durban, on Friday, 26 May 1995 at 10:00, on conditions which will be read out by the Sheriff before the sale, and which conditions are in the possession of the Sheriff and may be inspected at his office at 21 Stafmayer House, Beach Grove, Durban, namely:

Subdivision 3 of Lot 72 Bellair, situated in the City of Durban, Administrative District of Natal, Province of KwaZulu/Natal, in extent of 992 (nine hundred and ninety-two) square metres, which property is physically situated at 1071 Sarnia Boad, 33 Church Avenue, Bellair, 4006, and which property is held by the above-named Defendant under and by virtue of Deed of Transfer T21684/93.

Improvements: Without constituting a warranty of any nature, the property has been improved by the erection thereon of brick under tile dwelling consisting of lounge, dining-room, kitchen, three bedrooms, bathroom/basin/toilet, incomplete en suite, double garage, shower/toilet.

Zoning: The property is zoned for special residential purposes and enjoys no special consents in respect of its zoning.

Terms: The purchase price will be payable subject to the conditions of sale, as follows:

- (a) 10% (ten per cent) of the purchase price together with the Deputy Sheriff's commission on the sale to be paid immediately in cash on the date of sale.
- (b) All current and arrear rates, taxes, electrical, sanitary, water and other fees or charges to be paid in cash within 7 (seven) days of the date of sale together with costs of transfer and transfer duty.
- (c) The balance of the purchase price together with interest at the rate of 16,25% (sixteen comma two five per centum) per annum compounded monthly in advance on the amount referred to in the conditions of sale to date of transfer both days inclusive, to be secured by an acceptable guarantee to be furnished within 14 (fourteen) days after the date of sale.

Dated at Durban this 7th day of April 1995.

Browne Brodie & Co., Plaintiff's Attorneys, 12th Floor, United Building, 291 Smith Street, Durban, 4001; P.O. Box 714, Durban, 4000. (Docex 71.) [Tel. (031) 304-7614/5.] (Ref. CMK/005640/A332/Mrs Chetty.)

Case 9021/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between ABSA Bank Ltd, No. 86/04794/06, Plaintiff, and Colin Victor Fourie, Defendant

In execution of a judgment granted by the Supreme Court of South Africa (Durban and Coast Local Division), on 22 February 1995, in the above-named suit, the following immovable property will be sold by public auction by the Sheriff of the Supreme Court, of Pinetown, at the front entrance of the Magistrate's Court, 22 Chancery Lane, Pinetown, on Friday, 26 May 1995 at 10:00, on conditions which will be read out by the Sheriff before the sale, and which conditions are in the possession of the Sheriff and may be inspected at his office at 2 Samkit Centre, 62 Caversham Road, Pinetown, namely:

Lot 421, Ashley (Extension 3), situated in the Borough of Pinetown, and in the Port Natal-Ebhodwe Joint Services Board Area, Administrative District of Natal, Province of KwaZulu/Natal, in extent 1 349 (one thousand three hundred and forty-nine) square metres, which property is physically situated at 19 Fifth Avenue, Ashley, Pinetown, 3610 and which property is held by the above-named Defendant under and by virtue of Deed of Transfer T16355/91.

Improvements: Without constituting a warranty of any nature, the property has been improved by the erection thereon of brick under tile dwelling consisting of lounge, dining-room, three bedrooms, bathroom/toilet/shower, toilet, kitchen, outbuilding consisting of single garage, staff room and toilet/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 Deputy Sheriff's commission on the sale to be paid immediately in cash on the date of sale.
- (b) All current and arrear rates, taxes, electrical, sanitary, water and other fees or charges to be paid in cash within 7 (seven) days of the date of sale together with costs of transfer and transfer duty.
- (c) The balance of the purchase price together with interest at the rate of 16,25% (sixteen comma two five per centum) per annum compounded monthly in advance on the amount referred to in the conditions of sale to date of transfer both days inclusive, to be secured by an acceptable guarantee to be furnished within 14 (fourteen) days after the date of sale.

Dated at Durban this 10th day of April 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.] (Docex 71.) (Ref. CMK/005596/U045/Mrs Chetty.)

Case 376/95

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

In the matter between NBS Bank Limited, Execution Creditor, and Egambaram Naidoo, First Execution Debtor, and Radhamoney Naidoo, Second Execution Debtor

In pursuance of a judgment in the Magistrate's Court, Durban, and writ of execution dated 21 February 1995, the immovable property listed hereunder will be sold in execution on 1 June 1995 at 14:00, to the highest bidder:

Description: Subsection 14 (of 1) of Lot 374, Sea View, situated in the City of Durban, Administrative District of Natal, in extent 898 (eight hundred and nintey-eight) square metres, held under Deed of Transfer T13441/94.

The immovable property is situated at 190 Titren Road, Sea View, Durban.

Zoning: Special/Residential.

Improvements: Brick under tile dwelling consisting of lounge, dining-room, kitchen, three bedrooms, bathroom, shower, two toilets, a front veranda and enclosed courtyard, car-port, single garage, servants quarters with toilet and shower. Fitted carpets and novilon. Burglar bars, fencing, tarred drive way and awnings.

NB: Nothing is guaranteed.

Municipal electricity and water supply: Local authority.

Possession: Vacant possession is not guaranteed; premises are occupied at present.

Material conditions of sale:

- 1. The sale is subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, as amended, and the rules made thereunder and of the title deed in so far as same may be applicable.
- 2. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price in cash, immediately on the property being knocked down to the purchaser, the balance against registration of transfer and to be secured by a bank or building society guarantee to be approved by the judgment Creditor's attorneys and furnished to the Sheriff of the Court within 14 (fourteen) days after the date of sale.
- 3. The purchaser shall be liable for the commisson on the sale, which amount shall be paid to the Sheriff of the Court immediately the property is knocked down to the purchaser.
 - 4. The purchaser to pay all costs of transfer, transfer dues, arrear rates, current rates and costs of cancellation of any bond.
- 5. The Sheriff of the Court shall not be liable or responsible for arrear rates, rates, damages, deficiency, delivery, error or description of pointing out of the boundaries, pegs or beacons.

The full conditions of sale may be inspected at the office of the Sheriff of the Magistrate's Court, Durban Central, 21 Stafmayer House, Beach Grove, Durban. Tel. 305-8444. (Ref. Miss H. Maree/Naidoo.)

Dated at Durban this 11th day of April 1995.

Chapman Dyer Miles & Moorhead, Attorneys for Execution Creditor, 10th Floor, NBS Building, 300 Smith Street, Durban. (Ref. DS/pp/05/N6269/94/N115.)

Case 8317/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between ABSA Bank Limited, trading as Trust Bank and Volkskas Bank, Plaintiff, and Jamil Ahmed, Defendant

In pursuance of a judgment in the Supreme Court of South Africa (Durban and Coast Local Division), dated 5 December 1994, and a warrant of execution issued thereafter, the immovable property listed hereunder will be sold in execution, by the Sheriff for the Supreme Court, Durban North, on Friday, 26 May 1995 at 10:00, on the steps of the Supreme Court, Masonic Grove, Durban, to the highest bidder without reserve:

Property description: Section 9 as shown and more fully described on Sectional Plan SS58/1980, in respect of the scheme known as Ovington Court, in respect of the land and building or buildings situated at Durban, in the Local Authority, Durban, of which section of the floor area, accordingly, to the said sectional plan is 62 (sixty-two) square metres in extent.

Improvements: Lounge/dining-room, kitchen, bathroom (bath/wash basin/toilet) and bedroom. Nothing in this regard is guaranteed.

Physical address: 26 Casablanca, Erskine Terrace, South Beach, Durban.

Town-planning Zoning: Residential.

Material conditions and terms:

- 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 Sheriff within 14 (fourteen) days after the date of sale, to be approved by the Execution Creditor's attorneys.
 - 3. Payment of Value-Added Tax which may be applicable in terms of Act 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 of the Supreme Court at 15 Milne Street, Durban.

Dated at Durban this 11th day of April 1995.

Jacobs & Partners, Plaintiff's Attorneys, 1401 Escoval House, 437 Smith Street, Durban. (Ref. PDJ/ph/U94:1.)

Case 987/94

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

In the matter between **Nedcor Bank Limited**, formerly trading as Nedperm Bank Limited, Plaintiff, and **Piyaray Dadaram**, First Defendant, **Leetha Dadaram**, Second Defendant, **Premith Piyaray**, Third Defendant, and **Premesh Piyaray**, Fourth Defendant

In pursuance of a judgment granted in the Magistrate's Court, Durban, 8 February 1994, and a writ of execution, duly issued the immovable property listed hereunder will be sold in execution on 30 May 1995 at 10:00, at the front entrance of the Magistrate's Court, Justice Street, Chatsworth:

Description of property: Lot 615, Shallcross, situated in the Development Area of Shallcross, Administrative District of Natal, in extent two hundred and ninety-seven (297) square metres.

Postal address: 71 Klaarwater Road, Shallcross.

Improvements: Block under asbestos roof dwelling comprising lounge, kitchen, four bedrooms (one with en suite), toilet and bathroom/toilet.

Zoning: Residential area.

Nothing in the above is guaranteed.

The full conditions of sale may be inspected at the offices of the Sheriff of the Magistrate's Court, 12 Oak Avenue, Kharwastan.

Dated at Durban on this 25th day of April 1995.

A. Christopher Inc., Plaintiff's Attorneys, Sixth Floor, Permanent Building, 343 Smith Street, Bay Passage Entrance, Durban.

Case 4096/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Natal Provincial Division)

In the matter between **Standard Bank of South Africa Limited**, Plaintiff, and **Ivan Anthony Hartley**, First Defendant, and **Sonja Hartley**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Natal Provincial Division) the following immovable property belonging to the above-named Defendant, will be sold in execution on 1 June 1995 at 11:00, at the front steps, Magistrate's Office, Empangeni, Natal, to the highest bidder for cash, without reserve:

Lot 1265, Empangeni Extension 18, situated in the Borough of Empangeni, Administrative District of Natal, in extent 1 053 (one thousand and fifty-three) square metres, held under Deed of Transfer T37542/93.

The following information relating to the property is furnished but not guaranteed in any way:

- 1. The property is situated at 35 Weightman Avenue, Kildare, Empangeni, Natal.
- 2. The property has been improved by the construction thereof of a dwelling thereon consisting of four bedrooms, lounge, dining-room, TV-room, Kitchen, two bathrooms, two garages, two outside rooms and swimming-pool.
- 3. The conditions of sale may be inspected at the aforesaid offices of the Sheriff and at the offices of Austen Smith, Walmsley House, 191 Pietermaritz Street, Pietermaritzburg, Natal, during normal office hours.

Dated at Pietermaritzburg on this 3rd day of May 1995.

Austen Smith, Plaintiff's Attorney, Walmsley House, 191 Pietermaritz Street, Pietermaritzburg. (Ref. PRJD/vmh/myb/S 325.)

Case 10431/93

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

In the matter between First National Bank of S.A. Ltd, Plaintiff, and Kenneth Alexander Lewis, First Defendant, and Margaret Lewis, Second Defendant

In pursuance of a judgment in the Court for the Magistrate of Boksburg on 28 December 1993 and writ of execution issued pursuant thereto the property listed hereunder will be sold in execution on 2 June 1995 at 11:00, in front of the Magistrate's Court, Court-house Road, Port Shepstone, to the highest bidder:

Certain Lot 489, Southbroom Extension 2, situated in the Southbroom Town Board Area, in the Lower South Coast Regional Water Services Area, Administrative District of Natal, in extent 3,9562 (three comma nine five six two) hectares.

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

Building built of brick and plaster, tiled roof, comprising main bedroom with dress room, bathroom on suite, two bedrooms, TV-room, bathroom, bedroom, toilet, study, sewing room, bathroom, kitchen, undercover parking, dining-room, entrance hall, passage and lounge. Outbuildings: Double garage, hobby room, laundry, servant's toilet, single garage and enclosed swimming-pool with change room, shower 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 Court, Port Shepstone.

Dated at Boksburg on this 28th day of April 1995.

Hammond Pole & Dixon, Attorneys for Plaintiff, Second Floor, Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 917-4631.) (Ref. B1045F/Mrs West.)

Case 2600/94

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 **D. B. van Vuuren**, Defendant In pursuance of a judgment in the Court of the Magistrate at Port Shepstone and the warrant of execution issued pursuant thereto on 21 September 1994, the immovable property described as:

Subdivision of Lot 248, Marburg, situated in the Borough of Port Shepstone and in the Southern Natal Joint Services Board Area, Administrative District of Natal, in extent 1 100 square metres, and having the street address of 14 Rathboweville Road, Marburg Extension 2, Marburg, will be sold in execution on Friday, 2 June 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 Plaintiffs attorneys, 16 Bisset Street, Port Shepstone.

The material terms and conditions of the sale are as follows:

- 1. (a) The purchase price shall be paid as to 10% (ten per centum) thereof at the time of the sale into the trust account or 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 (fourteen) days of the date of sale.
- (c) The purchaser shall pay to the local authority or any other authority entitled thereto such rates, taxes 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.

The property is improved and consists of a dwelling under brick and asbestos which consists of two flats: Flat 1 consists of kitchen, lounge, dining-room and main en suite. Flat 2 consists of lounge, main en suite, pantry and kitchen.

Dated at Port Shepstone on this 31st day of March 1995.

Barry, Botha & Breytenbach Inc., Plaintiff's Attorneys, 16 Bisset Street, Port Shepstone. (Ref. E. R. Barry/TG/01BA04079.)

Case 8120/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between ABSA Bank Limited, Plaintiff, and Mr Mohammed Anwar Khan, Defendant

In execution of a judgment granted by the Supreme Court of South Africa (Durban and Coast Local Division) on 17 February 1995 in the above-named suite, the following immovable property will be sold by public auction by the Sheriff of the Supreme Court of Pinetown, at the front entrance to the Magistrate's Court, 22 Chancery Lane, Pinetown, on Friday, 26 May 1995 at 10:00, on conditions which will be read out by the Sheriff before the sale, and which conditions are in the possession of the Sheriff and may be inspected at his office at 2 Samkit Centre, 62 Caversham Road, Pinetown, 3610, namely:

Lot 1047, Westville, situated in the Borough of Westville, Administrative District of Natal, in extent 1 204 (one tousand two hundred and four) square metres, which property is physically situated at 9 Downley Road, Westville, and which property is held by the abovenamed Defendant under and by virtue of Deed of Transfer T16835/92.

Improvements: Without constituting a warranty of any nature, the property is vacant land.

Zoning: The property is zoned for Special Residential purposes and enjoys no special consents in respect of its zoning.

Terms: The purchase price will be payable subject to the conditions of sale, as follows:

- (a) 10% (ten per cent) of the purchase price together with the Deputy Sheriff's commission on the sale to be paid immediately in cash on the date of sale.
- (b) All current and arrear rates, taxes, electrical, sanitary, water and other fees or charges to be paid in cash within 7 (seven) days of the date of sale together with costs of transfer and transfer duty.
- (c) The balance of the purchase price together with interest at the rate of 15,25% (fifteen comma two five per centum) per annum, from 1 October 1994 to 31 October 1994, and at the rate of 16,25% (sixteen comma two five per centum) per annum, compounded monthly in advance on the amount referred to in the conditions of sale to date of transfer both days inclusive, to be secured by an acceptable guarantee to be furnished within 14 (fourteen) days after the date of sale.

Dated at Durban on this 18th day of April 1995.

Browne Brodie & Co., Plaintiff's Attorneys, 12th Floor, United Building, 291 Smith Street, Durban, 4001; P.O. Box 714, Durban, 4000. (Docex 71.) [Tel. (031) 304-7614/5.] (Ref. CMK/040458/A332/Mrs Chetty.)

Case 9644/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between NBS Bank Limited, Plaintiff, and Justice Cleopas Mbongwa, Defendant

In pursuance of a judgment in the Supreme Court of South Africa, Durban and Coast Local Division dated 8 February 1995, the following immovable property belonging to the abovenamed Defendant, will be sold in execution on 26 May 1995 at 10:00, at the front entrance to the Magistrate's Court, Moss Street, Verulam, Natal, to the highest bidder for cash, without reserve:

The following information relating to the property is furnished but not guaranteed in any way:

Ownership Unit E1586, situated in the Township of Ntuzuma, District of Ntuzuma, in extent 414 (four hundred and fourteen) square metres, held by Deed of Grant G000327/90.

- 1. The property is situated at Site H1586 in the Township of Ntuzuma, District of Ntuzuma, Natal.
- 2. The property has been improved by the construction thereon of a tiled roof dwelling-house with water and electricity, consisting of three bedrooms, lounge with dining-room, kitchen, toilet with bathroom.
- 3. The conditions of sale may be inspected at the offices of the Sheriff Inanda Area 1, Shop 2, Mountview Shopping Centre, corner of Inanda and Jackaranda Avenue, Verulam, and at the offices of Thorpe & Hands, Suite 2522, 320 West Street, Durban, Natal, during normal office hours.

Dated at Durban this 3rd day of May 1995.

Thorpe & Hands, Plaintiff's Attorney, Suite 2522, 320 West Street, Durban. (Ref. KW/ayt/N359/009.)

Case 114/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KLIP RIVER HELD AT EZAKHENI

In the matter between KwaZulu Finance and Investment Corporation Limited, Plaintiff, and A. N. Mchunu, Defendant

In pursuance of a judgment granted in the above Honourable Court on 30 August 1994 and a warrant of execution, the undermentioned property will be sold in execution on Tuesday, 30 May 1995 at 15:00, in front of the Magistrate's Court, Ezakheni:

Unit E1049, Ezakheni, in extent 450 square metres, situated in the Administrative District of KwaZulu, held under Deed of Grant G06137.

Following information is furnished regarding the improvements and in this respect nothing is guaranteed:

Improvements: Concrete block under corrugated iron, dwelling, comprising, three bedrooms, living room, kitchen and outbuildings, w.c. and shower. Extent: 450.

Material conditions: The sale of the property shall be subject to the following conditions:

- 1. The property shall be sold by the Sheriff of Ladysmith on 30 May 1995 at 15:00, at the Magistrate's Court, Ezakheni.
- 2. The property shall be sold without reserve to the highest bidder, provided that the Sheriff may, with the consent of the Judgment Creditor, refuse any bid. No bid less than R100 in value above the preceeding bid shall be accepted by the Sheriff.
 - 3. The property is within a Black area and is accordingly reserved for ownership of the Black group.
 - 4. The full purchase price shall be paid in cash or bank-guaranteed cheque upon conclusion of the sale.
- 5. The Plaintiff, the Defendant and the Sheriff gives no warranty as to the State of the property sold. The property is deemed to have been purchased voetstoots.
 - 6. The full conditions of sale applicable can be inspected at the offices of the Plaintiff's attorney, or the Sheriff of Ladysmith.
 - 7. The sale shall be subject to the approval by KwaZulu Finance and Investment Corporation Limited, within 21 days. Dated at Ladysmith on this 27th day of April 1995.

Maree & Pace, Attorney for Plaintiff, 72 Queen Street, Ladysmith, 3370. (Ref. Mr Swanepoel/CKF589.)

Case 8/95

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

In the matter between Eskom Finance Company (Proprietary) Limited, Execution Creditor, and Mfanafuthi Charles Ndlovu, Execution Debtor

In pursuance of a judgment in the Magistrate's Court of Estcourt, held at Estcourt, dated 30 January 1995 and a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 29 May 1995 at 10:00, in front of the Magistrate's Court Building, Estcourt, to the highest bidder:

Property description: Ownership Unit B326 in the Township of Wembezi, District of Okhahlamba, measuring 300 square metres, represented and described on General Plan PB 240/1979. Postal address: Site B326, Wembezi.

Improvements: One brick building under tile roof comprising: Three bedrooms, kitchen, dining-room, lounge, bathroom and toilet.

(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 Creditor's attorneys and to be furnished within fourteen (14) days after the date of sale.
- 4. The purchaser shall be liable for the payment of interest at the rate of 16,25% (sixteen comma two 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, 142 Connor Street, Estcourt.

Dated at Durban this 25th day of April 1995.

Shepstone & Wylie, Execution Creditor's Attorneys, Scotswood, 37 Aliwal Street, Durban. (Ref. C:/Eskom/Sale/E51.)

Case 163/94

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

In the matter between KwaZulu Finance & Investment Corporation Limited, Plaintiff, and Bongani Andreas Mthembu,
Defendant

In pursuance of judgment granted on 19 January 1995 in the Umbumbulu Magistrate's Court and under a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 2 June 1995 at 10:00, at the Main East Entrance to the Magistrate's Court, Umbumbulu, to the highest bidder:

Description: A certain piece of land, being Ownership Unit A2120, in extent 486 square metres, situated in the Township of KwaMakhutha, represented and described on General Plan BA35/1966, held by virtue of Deed of Grant G06632/88. Physical address: A2120 kwaMakhutha.

Improvements: A single storey block plaster and asbestos dwelling (54 m²) comprising of kitchen, lounge, two bedrooms, bathroom and w.c. Municipal electricity, water supply and sanitation: Local authority.

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.

The full conditions may be inspected at the offices of the Sheriff, Umbumbulu or at the offices of Strauss Daly Inc. Dated at Durban this 26th day of April 1995.

Strauss Daly Inc., Plaintiff's Attorneys, 11th Floor, The Marine, 22 Gardiner Street, Durban. (Ref. Z26920/26.)

Case 9186/93

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

In the matter between KwaZulu Finance & Investment Corporation Ltd, Plaintiff, and Ntombifikile Rosemary Muthwa, Defendant

In pursuance of a judgment granted on 17 February 1994, in the Pinetown Magistrate's Court and under a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 2 June 1995 at 10:00, in the front entrance of the Magistrate's Court, 22 Chancery Lane, Pinetown, to the highest bidder:

Description: A certain piece of land, being Ownership Unit A6638, in extent 200 square metres, situated in the Township of kwaNdengezi, represented and described on General Plan PB390/1991, held by virtue of Deed of Grant G000303/92.

Physical address: A6638 kwaNdengezi.

The property consists of vacant land.

Nothing is guaranteed in respect of any 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.

The full conditions may be inspected at the offices of the Sheriff, Pinetown, or at the offices of Strauss Daly Inc.

Dated at Durban this 24 April 1995.

Strauss Daly Inc., Plaintiff's Attorneys, 11th Floor, The Marine, 22 Gardiner Street, Durban. (Ref. Z17329/26.)

Case 58218/94

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

In the matter between NBS Bank Ltd (Reg No. 87/01384/06), Plaintiff, and Manogran Padayachee, Defendant

In pursuance of a judgment granted on 11 October 1994, in the Magistrate's Court for the District of Durban held at Durban, the property listed hereunder will be sold in execution on Tuesday, 30 May 1995 at 14:00, in front of the Magistrate's Court, Somtseu Road, Durban:

Description: Subdivision 16 of Lot 17, Duiker Fontein, situated in the City of Durban, Administrative District of Natal, in extent 1 045 square metres.

Postal address: 42 Tyger Avenue, Greenwood Park, Durban.

Improvements: Dwelling consisting of brick and tile. Upper level: Geyser room, balcony, prayer room, balcony, bedroom, lounge, kitchen, bathroom, toilet, wash-basin, shower, bathroom, double wash-basin, toilet/shower and taps, two bedrooms. Downstairs: Three bedrooms, lounge, dining-room, kitchen, bathroom, toilet/wash-basin, bathroom, double wash-basin, toilet, verandha. Outbuilding: Two bedrooms, lounge and dining-room, kitchen, toilet, bathroom, wash-basin.

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, 15 Milne Street, Durban.

A substantial bank loan can be raised for an approved purchaser with prior approval.

Dated at Durban on this 26th day of April 1995.

Mulla and Mulla, Plaintiff's Attorneys, Second Floor, Halvert House, 412 Smith Street, Durban, 4000. (Tel. 307-7377.) (Ref. 12 1430 895:RN.)

Case 68519/93

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

In the matter between V. K. Pillay, Plaintiff, and Kobus Breytenbach, Defendant

In pursuance of a judgment of the Magistrate for the District of Durban and writ of execution dated 16 March 1995, the following immovable property will be sold in execution by the Sheriff of Court, Pietermaritzburg, at the Sheriff's Salesroom, 277 Berg Street, Pietermaritzburg, on Friday, 2 June 1995 at 11:00, to the highest bidder, namely:

Description: Subdivision 39 of Lot 1592, Pietermaritzburg, situated in the City of Pietermaritzburg, Administrative District of Natal, in extent two thousand one hundred and sixty-four (2 164) square metres.

Address: 29 Buuny Anderson Road, Worlds View, Pietermaritzburg.

Improvements: The property consists of three bedrooms, two bathrooms, study, lounge, dining-room, kitchen and scullery, with an extent of 177,50 square metres. The outbuilding consists of a garage, brick under lean-to I B R Roof with an extent of 55,74 square metres and a separate servant's quarters, brick under tile roof with an extent of 23,38 square metres. The property is constructed of brick under tile.

Town-planning zoning: Special Residential.

Nothing is guaranteed in the above respects.

Material conditions of sale:

- 1. The sale shall be subject to the provisions of the Magistrates' Courts Act (Act No. 32 of 1944, as amended), and the rules made thereunder
- 2. The purchaser shall pay a deposit of 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, 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 Durban this 25th day of April 1995.

Henwood, Britter & Caney, Plaintiff's Attorneys, Ninth Floor, 320 Smith Street, Durban, 4001. (Docex 24 Durban.) (Ref. Colls/Mrs Hollister 06/P022/001.)

Case 2432/94

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

In the matter between Sibongo Isaac Khomo, Execution Creditor, and James Khanyezi, Execution Debtor

In pursuance of a judgment granted on 12 December 1994, in the Magistrate's Court for the District of Umlazi, held at Umlazi and writ of execution issued thereunder, the immovable property listed hereunder will be sold in execution on Friday, 2 June 1995 at 10:00, at the front entrance to the Magistrate's Court Building, Moss Street, Verulam:

Description: Ownership Unit E1150 in the Township of Ntuzuma, District Country of Durban, in extent three hundred and fifty seven (357) square metres represented and described on General Plan PB421/1986 held under Deed of Grant G11875/87.

Street address: Unit E1150, Ntuzuma Township.

Improvements: A brick plastered asbestos dwelling-house consisting of bedroom and kitchen.

Zoning: General Residential (nothing guaranteed).

The sale shall be for rands and no bids of less than one hundred rand (R100) shall be accepted.

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

- 1. The purchaser shall pay a deposit of ten per cent (10%) of the purchase price in cash immediately after the sale and the balance against transfer to be secured by a bank or building society guarantee to be approved by the plaintiff's attorneys, to be furnished to the Sheriff of the Court or the auctioneer within fourteen (14) days after the sale.
- 2. The purchaser shall be liable for interest at the rate of 17,5 % (seventeen comma five per cent) per annum to the Execution Creditor on the amount of the award to the Plaintiff and the plan of distribution, calculated as from the date of sale to date of transfer, both days inclusive.
- 3. Transfer shall be effected by the attorneys for the Execution Creditor and the purchaser shall pay all transfer costs, including transfer duty, current rates and other necessary charges to effect transfer upon request by the said attorney.
 - 4. The property and the improvements thereon are sold "voetstoots" and without any warranties.
 - 5. The full conditions of sale may be inspected at the office of the Sheriff of the Magistrate's Court, Inanda Area 1. Dated at Durban this 25th day of April 1995.
- S. S. Mathe, Zondo and Company, Execution Creditor's Attorneys, First Floor, Protea House, 332 West Street, Durban, 4000. (Ref. Z. E. Buthelezi/nm/C0006250.)

Case 15/95

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

In the matter between Moosa Mohamed Gangat, Plaintiff, and Abdool Khaliq Moosa Gangat, Defendant

In accordance with a judgment in the aforementioned Magistrate's Court and writ of execution dated 7 March 1995, the property set out hereunder shall be sold in execution on Tuesday, 30 May 1995 at 11:00, at the Magistrate's Court, Weenen, to the highest bidder:

Material terms and conditions:

- 1. The property shall be sold by the Sheriff, Weenen, to the highest bidder without reserve but subject to the provisions of section 66 (as amplified by Rule 43) of Act 1944, as amended.
- 2. Immediately after the sale the purchaser shall sign the conditions of sale which can be inspected at the Sheriff's Offices, at 119 Voortrekker Street, Greytown, 3500.
 - 3. The sale shall be in rands and no bids for less than one hundred rands shall be accepted.
- 4. The purchaser shall pay a deposit of 10% (ten per centum) of the purchase price in cash on the day of the sale, the balance shall be payable free of exchange against transfer and shall be secured by a bank or building society guarantee to be approved by the Execution Creditor to be furnished to the Sheriff within 21 days after the date of sale.
- 5. The Plaintiff, Defendant, Sheriff and auctioneer gives no warranty as to the state of the property to be sold. The property is deemed to have been purchased voetstoots.
- The full conditions of sale may be inspected at the offices of the Sheriff, Greytown, and at the offices of the Plaintiff's Attorneys.
 - C. M. Sardiwalla & Co., Plaintiff's Attorneys, 61 Queen Street, Ladysmith, 3370.

Case 651/95

IN THE SUPREME COURT OF SOUTH AFRICA (Durban and Coast Local Division)

In the matter between NBS Bank Limited, Plaintiff, and William Francis Flemming, First Defendant, and Beatrice Anne Flemming, 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, 26 May 1995 at 10:00:

Description:

1. (a) Section 27 as shown and more fully described on Sectional Plan SS804/94 in the scheme known as Lebombo Court in respect of the land and building or buildings situated at Durban Local Authority, of which section 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 guota as endorsed on the said sectional plan, held under Deed of Transfer ST9304/94;
- 2. (a) an exclusive use are described as parking bay P14 measuring 17 (seventeen) square metres being as such part of the common property comprising the land and the scheme known as Lebombo Court in respect of the land and building or buildings situated at Durban Local Authority, as shown and more fully described on Sectional Plan SS80/94, held under Notarial Deed of Cession SK2304/94.

Physical address: 27 Lebombo Court, 65 Botanic Gardens Road, Berea, Natal.

Zoning: Special Residential.

The property consists of the following: A flat consisting of lounge/dining-room, kitchen, hall, two bedrooms, bathroom and 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 centum) of the purchase price and the auctioneer's commission in cash immediately after the sale and the balance against transfer to be secured by a bank or building society guarantee, to be furnished to the Plaintiff's attorneys within 14 (fourteen) days after the date of sale, to be approved by the Plaintiff's attorneys.
- 3. Transfer shall be effected by the attorneys for the Plaintiff and the purchaser shall pay all transfer dues, including transfer duty, current and/or arrear levies/rates and/or Value-Added Tax and other necessary charges to effect transfer upon request by the sale attorneys.
- 4. The full conditions of sale may be inspected at the offices of the Sheriff of the Supreme Court, Office and Salesroom, 15 Milne Street, Durban, Natal.

Dated at Durban this 18th day of April 1995.

Garlicke & Bousfield Inc., Plaintiff's Attorneys, 22nd Floor, Durban Bay House, 333 Smith Street, Durban, 4001. (Ref. Mrs S. L. Mayes/A. Trikamjee.)

Case 4714/94

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 Vadivel Govender, Defendant

In pursuance of a judgment of the Supreme Court of South Africa (Durban and Coast Local Division) in the above-mentioned suit, a sale will be held by the Sheriff, Chatsworth, at the Chatsworth Magistrate's Court, Justice Street, Unit 5, Chatsworth, on Tuesday, 30 May 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 Subdivision 1095 of Sub Chat 2 of the Farm Chatsworth 834, situated in the City of Durban, Administrative District of Natal, in extent one hundred eighty-six (186) square metres and held under Deed of Transfer T15179/85.

Street address: 461 Westcliff Drive, Westcliff, Chatsworth.

Improvements: Semi-detached double-storey block under asbestos roof dwelling consisting of: Four bedrooms, lounge, dining-room, kitchen, toilet, toilet/bathroom, balcony and room. Driveway and yard fenced.

Zoning: Special Residential (nothing guaranteed).

Full conditions of sale may be inspected at the office of the Sheriff of the Supreme Court, Suite 601, Gosai Centre, 56 Greendale Road, Silverglen, Chatsworth.

Dated at Durban this 26th day of April 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 1464/95

IN THE SUPREME COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between Nedcor Bank Limited, Plaintiff, and Thembinkosi Sunshine Mpanza, First Defendant, and Annie Nomanene Mpanza, Second Defendant

In pursuance of a judgment granted on 22 March 1995, in the Supreme Court, Durban, and under a writ of execution issued thereafter, the immovable property listed hereunder shall be sold in execution to the highest bidder on 2 June 1995 at 10:00, at the front entrance of the Magistrate's Court, Moss Street, Verulam:

Description of property: Owernship Unit A436 in the Township of Inanda, District of Verulam, in extent five hundred and twenty (520) square metres.

Physical address: A436 Inanda, Newtown.

Improvements: Block under asbestos dwelling with no water, but with electricity, consisting of two bedrooms, lounge, kitchen and outside toilet.

Zoning: Residential.

Nothing in the above is guaranteed.

The purchaser shall be required to pay a ten per cent (10%) deposit of the purchase price and the auctioneer's commission immediately after the sale, and the balance against transfer to be secured by a bank or building society guarantee to be furnished to the Sheriff within fourteen (14) days after dat of sale.

The full conditions of sale may be inspected at the office of the Sheriff of the Supreme Court, 2 Mountview Shopping Centre, corner of Inanda and Jacaranda Roads, Verulam.

Dated at Durban on this 21st day of April 1995.

Livingston Leandy Inc., Plaintiff's Attorneys, 9 12th Floors, Firsrt National Bank Building, corner of Field and Smith Streets, Durban. [Ref. Mrs Perumaual/CG/42S556034(34).]

Case 34835/94

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 Lingasen Vadival Naiker, First Execution Debtor, and Sandra Naiker, Second Execution Debtor

In pursuance of a judgment in the Magistrate's Court at Durban dated 17 June 1994 and writ of execution issued thereafter, the property listed hereunder will be sold in execution on 6 June 1995 at 14:00, in front of the Magistrate's Court, Somtseu Road, Durban, to the highest bidder:

All the Execution Debtor's right, title and interest in and to the property, a unit consisting of:

- (a) Section 7 as shown and more fully described on Sectional Plan SS219/92, in the scheme known as Bellfair Gardens in respect of the land and building or buildings situated at Effingham Heights, Local Authority Area of Durban, of which the floor area, according to the said sectional plan is eighty-two (82) square metres in exent; and
- (b) an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan.

Postal address: Flat 7, Bellfair Gardens, 256 Belmont Road, Effingham Heights.

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

A brick under tile flat consisting of bedroom, lounge and dining-room, kitchen, bathroom, wash basin, toilet, main en suite, shower, wash basin, toilet and lock-up garage.

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, 15 Milne Street, Durban. A substantial bank loan can be raised for an approved purchaser with prior approval.

Dated at Durban this 3rd day of May 1995.

John Hudson & Co., Attorneys for Execution Creditor, 1803 Eagle Building, 359 West Street, Durban.

Case 600/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF INANDA HELD AT VERULAM

In the matter between ABSA Bank Limited (Reg. No. 86/04794/06), trading as Allied Bank, Plaintiff, and Hoopdeo Budhree, First Defendant, and Kevlapathy Budhree, Second Defendant

In pursuanc of a judgment granted on 11 February 1993, 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 2 June 1995 at 10:00, at the front entrance of the Magistrate's Court Building, Moss Street, Verulam:

Description: Lot 367, Stanmore, situated in the City of Durban, Administrative District of Natal, Province of KwaZulu/Natal. Held under Deed of Transfer T23514/85. *In extent:* 483 (four hundred and eighty-three) square metres. *Street address:* 43 Kylemore Close, Phoenix.

Improvements: Block under asbestos, semi detached dwelling comprising four bedrooms, lounge, kitchen, toilet, bathroom and double garage with toilet, water and light facilities. (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 centum) 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 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 Magistrates' Court, Inanda District (1)—2 Mountview Shopping Centre, corner of Inanda and Jacaranda Roads, Verulam.

Dated at Durban this 26th day of April 1995.

A. J. McNabb, for Strauss Daly Inc., Plaintiff's Attorney, 11th Floor, The Marine, 22 Gardiner Street, Durban. (Ref. Z12161/JR.)

Case 3976/93

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

In the matter between Supersery Motors CC. Plaintiff, and M. Y. Pillay, trading as M & S Transport, Defendant

In pursuance of a judgment granted on 10 November 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 Tuesday, 30 May 1995 at 10:00, in front of the Magistrate's Court, Chatsworth, to the highest bidder:

Description: A certain piece of land being: Subdivision 2426 of 2348 of Chat Two of the Farm Chatsworth 834, situated in the City of Durban, Administrative District of Natal, in extent 465 (four hundred and sixty-five) square metres.

Improvements: Brick under tile roof dwelling comprising lounge, kitchen, four bedrooms, one en suite, toilet, bathroom and garage. Postal address: 106 Falcon Street, Kharwastan.

(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 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.

Johnston Easton-Berry, Plaintiff's Attorneys, c/o Ash Haripersad & Partners, First Floor, Montford Service Station, 160 Road 701, Chatsworth.

ORANGE FREE STATE ORANJE-VRYSTAAT

Saak 2424/93

IN DIE LANDDROSHOF VIR DIE DISTRIK BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

In die saak tussen Saambou Bank, Eksekusieskuldeiser, en T. J. Nkhabutlane, Eksekusieskuldenaar

Ter uitvoering van die uitspraak en vonnis toegestaan deur hierdie Agbare Hof op 25 Maart 1994 en 'n lasbrief vir eksekusie uitgereik teen Verweerder sal die ondervermelde eiendom per openbare veiling verkoop word aan die hoogste bieër op sodanige terme en voorwaardes as wat ten tye van die verkoping voorgelees word deur die Balju, Bloemfontein-Oos, te die perseel geleë te die Landdroskantore, Bloemfontein (Peetlaan-ingang), op Vrydag, 2 Junie 1995 om 10:00, nl.:

Sekere Erf 4160, geleë in die dorp en distrik Heidedal, beter bekend as Kurperstraat 32, Bloemside, Bloemfontein, groot 302 (drie nul twee) vierkante meter, gehou kragtens Akte van Transport T21185/92 (onderworpe aan alle terme en voorwaardes daarin uiteengesit).

Terme: Die koper sal onmiddellik na afloop van die veiling 10% (tien persent) van die koopsom en afslaersgelde aan die Geregsbode van die Hof betaal, in kontant, en sal sekuriteit stel vir die balans van die koopsom deur die verskaffing van 'n aanvaarbare bank- of bouverenigingwaarborg binne 'n periode van veertien (14) dae na afloop van die veiling.

Voorwaardes: Volledige verkoopvoorwaardes lê ter insae ten kantore van die Geregsbode van die Hof en te E. G. Cooper & Seuns, Cooperhuis, St Andrewstraat 157, Bloemfontein, waar dit tydens kantoorure besigtig kan word.

Geteken te Bloemfontein hierdie 11de dag van April 1995.

Balju van die Hof, Barnesstraat 5, Bloemfontein-Oos.

E. G. Cooper & Seuns, Posbus 27, Bloemfontein. [Tel. (051) 47-3374/8.]

Saak 558/95

IN DIE LANDDROSHOF VIR DIE DISTRIK ODENDAALSRUS GEHOU TE ODENDAALSRUS

In die saak tussen **Nedcor Bank Beperk**, Eksekusieskuldeiser, en **Andries Stephanus van der Walt**, Eerste Eksekusieskuldenaar, en **Molly Elizabeth van der Walt**, Tweede Eksekusieskuldenaar

Ingevolge 'n vonnis in die Landdroshof, Odendaalsrus en 'n lasbrief vir eksekusie gedateer 14 Maart 1995, sal die volgende eiendom by wyse van openbare veiling in eksekusie verkoop word op Vrydag, 26 Mei 1995 om 10:00, voor die Landdroshof, Odendaalsrus:

Sekere Erf 1807, geleë in die dorp en distrik Odendaalsrus, ook bekend as Bridgerlaan 22, Odendaalsrus, groot 714 vierkante meter, gehou kragtens Transportakte 12809/1994.

Verbeterings: 'n Drieslaapkamerwoonhuis met sitkamer, eetkamer, twee badkamers, kombuis, motorhuis, swembad en bediendekamer.

Die eiendom is gesoneer vir woondoeleindes.

Voorwaardes van verkoping:

- 1. Die eiendom sal voetstoots verkoop word aan die hoogste bieder onderhewig aan die bepalings van die Wet op Landdroshowe, No. 32 van 1944, soos gewysig en die reëls daarkragtens uitgevaardig.
 - 2. Die koopprys sal as volg betaalbaar wees:

'n Deposito van 10% (tien persent) van die koopprys in kontant onmiddellik na afhandeling van die veiling en die onbetaalde balans tesame met rente daarop bereken teen 16,25% (sestien komma twee vyf persent) 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 12de dag van April 1995.

George Maree, vir Van der Watt Maree & Jordaan, Van der Wattgebou, Kerkstraat 52, Odendaalsrus.

Saak 3552/95

IN DIE LANDDROSHOF VIR DIE DISTRIK BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

In die saak tussen NBS Bank Beperk, Eiser, en Willem Adriaan de Klerk, Verweerder

Ingevolge 'n vonnis gedateer 22 Maart 1995 en 'n lasbrief vir eksekusie in die Landdroshof, Bloemfontein, sal die volgende eiendom per publieke veiling verkoop word op Vrydag, 2 Junie 1995 om 10:00, te die Peetlaan-ingang van die Landdroshof, Bloemfontein:

Sekere Eenheid 16, Deeltitel Die Wilgers SS53/94, groot 55 m², gehou kragtens Transportakte ST10226/94, en beter bekend as Die Wilgers 16, Daniel van Niekerkstraat, Wilgehof, Bloemfontein.

Verbeterings: Tweeslaapkamermeenthuis met sit/eetkamer, kombuis, badkamer, stort, toilet en parkeerarea.

Voorwaardes van verkoping:

- 1. Die verkoping sal onderhewig wees aan die goedkeuring van die Eksekusieskuldeiser binne 14 dae na die verkoping en verder onderhewig aan die bepalings van die Wet op Landdroshowe, No. 32 of 1944, soos gewysig, en die reëls daarkragtens uitgevaardig.
 - 2. Die koopprys sal as volg betaalbaar wees:
- 'n Deposito van 10% (tien persent) van die koopprys in kontant onmiddellik na afhandeling van die veiling. Die onbetaalde balans tesame met rente op die koopsom bereken teen 'n koers van 16,25% (sestien komma twee vyf persent) per jaar vanaf datum van die verkoping tot datum van registrasie van transport, sal binne 14 dae betaal word of gewaarborg word deur 'n goedgekeurde bank- of bouverenigingswaarborg.
- 3. Die volledige verkoopvoorwardes wat deur die Balju of afslaer uitgelees sal word onmiddelik voor die verkoping, kan gedurende kantoorure by die kantoor van die Balju ingesien word.

Gedateer te Bloemfontein hierdie 12de dag van April 1995.

J. H. Conradie, p.a. Rossouws, Prokureur van Eksekusieskuldeiser, Tweede Verdieping, SA Property House, Elizabethstraat 6, Posbus 7595, Bloemfontein, 9300. [Tel. (051) 30-5870.]

Saak 3548/95

IN DIE LANDDROSHOF VIR DIE DISTRIK BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

In die saak tussen NBS Bank Beperk, Eiser, en Willem Adriaan Christiaan du Randt, Verweerder

Ingevolge 'n vonnis gedateer 16 Maart 1995 en 'n lasbrief vir eksekusie in die Landdroshof, Bloemfontein, sal die volgende eiendom per publieke veiling verkoop word op Vrydag, 2 Junie 1995 om 10:00, te die Peetlaan-ingang van die Landdroshof, Bloemfontein:

Sekere Eenheid 18, Deeltitel Langenhoven Palms SS81/94, groot 70 m², gehou kragtens Transportakte ST13109/94, en beter bekend as Langenhoven Palms 2, N. P. van Wyk Louwstraat, Langenhovenpark, Bloemfontein.

Verbeterings: Tweeslaapkamer-maisonette met sit/eetkamer, kombuis, badkamer, stort, toilet en onderdakparkering.

Voorwaardes van verkoping:

- 1. Die verkoping sal onderhewig wees aan die goedkeuring van die Eksekusieskuldeiser binne 14 dae na die verkoping en verder onderhewig aan die bepalings van die Wet op Landdroshowe, No. 32 of 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 onmiddeliik na afhandeling van die veiling. Die onbetaalde balans tesame met rente op die koopsom bereken teen 'n koers van 18,25% (agtien komma twee vyf persent) per jaar vanaf datum van die verkoping tot datum van registrasie van transport, sal binne 14 dae betaal word of gewaarborg word deur 'n goedgekeurde bank- of bouverenigingswaarborg.
- 3. Die volledige verkoopvoorwardes wat deur die Balju of afslaer uitgelees sal word onmiddelik voor die verkoping, kan gedurende kantoorure by die kantoor van die Balju ingesien word.

Gedateer te Bloemfontein hierdie 12de dag van April 1995.

J. H. Conradie, p.a. Rossouws, Prokureur van Eksekusieskuldeiser, Tweede Verdieping, SA Property House, Elizabethstraat 6, Posbus 7595, Bloemfontein, 9300. [Tel. (051) 30-5870.]

Saak 2064/94

IN DIE MAGISTRAATSHOF VIR DIE DISTRIK WITSIESHOEK GEHOU TE PHUTHADITJHABA

In die saak tussen Hoogland Ontwikkeling, Eiser, en T. J. Mokeona, Verweerder

Kennis geskied hiermee dat ingevolge 'n vonnis gedateer 7 Februarie 1995, en 'n lasbrief in bogemelde Agbare Hof, gedateer 8 Februarie 1995, die ondergemelde eiendom op 2 Junie 1995 om 09:00, te die Magistraatskantoor, Phuthaditjhaba geregtelik per publieke veiling verkoop sal word, op voorwaardes wat voor aanvang van die verkoping voorgelees sal word.

Die reg, belang en titel in:

Sekere Perseel 317K, geleë in die dorp Phuthaditihaba, distrik Witsieshoek.

Verbeterings: Een woonhuis.

Die verkoopvoorwaardes is ter insae by die Balju, Landdroskatoor, Phuthaditjhaba.

Geteken te Phuthaditihaba hierdie 30ste dag van Maart 1995.

Thom Ferreira, Bestuurder Regsdienste, Behuisings Divisie, Hoogland Ontwikkeling, Behuisings Divisiegebou, Clubview; Posbus 5760, Phuthaditjhaba. [Tel. (05871) 3-3682.] (Verw. AB/54/5/94.)

Saak 2168/94

IN DIE MAGISTRAATSHOF VIR DIE DISTRIK WITSIESHOEK GEHOU TE PHUTHADITJHABA

In die saak tussen Hoogland Ontwikkeling, Eiser, en M. A. Semela, Verweerder

Kennis geskied hiermee dat ingevolge 'n vonnis gedateer 7 Februarie 1995, en 'n lasbrief in bogemelde Agbare Hof, gedateer 8 Februarie 1995, die ondergemelde eiendom op 2 Junie 1995 om 09:00, te die Magistraatskantoor, Phuthaditjhaba geregtelik per publieke veiling verkoop sal word, op voorwaardes wat voor aanvang van die verkoping voorgelees sal word.

Die reg, belang en titel in:

Sekere Perseel 196K, geleë in die dorp Phuthaditjhaba, distrik Witsieshoek.

Verbeterings: Een woonhuis.

Die verkoopvoorwaardes is ter insae by die Balju, Landdroskatoor, Phuthaditjhaba.

Geteken te Phuthaditjhaba hierdie 30ste dag van Maart 1995.

Thom Ferreira, Bestuurder Regsdienste, Behuisings Divisie, Hoogland Ontwikkeling, Behuisings Divisiegebou, Clubview; Posbus 5760, Phuthaditjhaba. [Tel. (05871) 3-3682.] (Verw. AB/81/4/94.)

Saak 1989/93

IN DIE MAGISTRAATSHOF VIR DIE DISTRIK WITSIESHOEK GEHOU TE PHUTHADITJHABA

In die saak tussen Hoogland Ontwikkeling, Eiser, en S. J. Hosha, Verweerder

Kennis geskied hiermee dat ingevolge 'n vonnis gedateer 9 Maart 1994, en 'n lasbrief in bogemelde Agbare Hof, gedateer 9 Maart 1994, die ondergemelde eiendom op 2 Junie 1995 om 09:00, te die Magistraatskantoor, Phuthaditjhaba geregtelik per publieke veiling verkoop sal word, op voorwaardes wat voor aanvang van die verkoping voorgelees sal word.

Die reg, belang en titel in:

Sekere Perseel 1021B, geleë in die dorp Phuthaditjhaba, distrik Witsieshoek.

Verbeterings: Een woonhuis.

Die verkoopvoorwaardes is ter insae by die Balju, Landdroskatoor, Phuthaditjhaba.

Geteken te Phuthaditjhaba hierdie 30ste dag van Maart 1995.

Thom Ferreira, Bestuurder Regsdienste, Behuisings Divisie, Hoogland Ontwikkeling, Behuisings Divisiegebou, Clubview; Posbus 5760, Phuthaditjhaba. [Tel. (05871) 3-3682.] (Verw. AB/93/10/88.)

Saak 354/94

IN DIE MAGISTRAATSHOF VIR DIE DISTRIK WITSIESHOEK GEHOU TE PHUTHADITJHABA

In die saak tussen Hoogland Ontwikkeling, Eiser, en P. Mohapeloa, Verweerder

Kennis geskied hiermee dat ingevolge 'n vonnis gedateer 21 Junie 1995, en 'n lasbrief in bogemelde Agbare Hof, gedateer 22 Junie 1994, die ondergemelde eiendom op 2 Junie 1995 om 09:00, te die Magistraatskantoor, Phuthaditjhaba geregtelik per publieke veiling verkoop sal word, op voorwaardes wat voor aanvang van die verkoping voorgelees sal word.

Die reg, belang en titel in:

Sekere Perseel 8263A, geleë in die dorp Phuthaditjhaba, distrik Witsieshoek.

Verbeterings: Een woonhuis.

Die verkoopvoorwaardes is ter insae by die Balju, Landdroskatoor, Phuthaditjhaba.

Geteken te Phuthaditjhaba hierdie 30ste dag van Maart 1995.

Thom Ferreira, Bestuurder Regsdienste, Behuisings Divisie, Hoogland Ontwikkeling, Behuisings Divisiegebou, Clubview; Posbus 5760, Phuthaditjhaba. [Tel. (05871) 3-3682.] (Verw. AB/26/1/94.)

Saak 640/93

IN DIE MAGISTRAATSHOF VIR DIE DISTRIK WITSIESHOEK GEHOU TE PHUTHADITJHABA

In die saak tussen Hoogland Ontwikkeling, Eiser, en A. J. Mkhwanazi, Verweerder

Kennis geskied hiermee dat ingevolge 'n vonnis gedateer 1 Junie 1993, en 'n lasbrief in bogemelde Agbare Hof gedateer op 1 Junie 1993, die ondergenoemde eiendom op 2 Junie 1995 om 09:00, die Magistraatskantoor, Phuthaditjhaba, geregtelik per publieke veiling verkoop sal word, op voorwaardes wat voor aanvang van die verkoping voorgelees sal word.

Die reg, titel in sekere Perseel No. 8845A, geleë in die dorp Phuthaditjhaba, distrik Witsieshoek,

Verbeterings: Een woonhuis.

Die verkoopvoorwaardes is ter insae by die Balju, Landdroskantoor, Phuthaditjhaba.

Geteken te Phuthaditjhaba hierdie 30ste dag van Maart 1995.

Thom Ferreira, Bestuurder Regsdienste, Behuisings Divisie, Hoogland Ontwikkeling, Behuisings Divisie Gebou, Clubview; Posbus 5670, Phuthaditjhaba. [Tel. (05871) 3-3682.] (Verw. AB/103/11/88.)

Saak 2108/94

IN THE MAGISTRAATSHOF VIR DIE DISTRIK WITSIESHOEK GEHOU TE PHUTHADITJHABA

In die saak tussen Hoogland Ontwikkeling, Eiser, en L. P. Mononye, Verweerder

Kennis geskied hiermee dat ingevolge 'n vonnis gedateer 7 Februarie 1995, en 'n lasbrief in bogemelde Agbare Hof gedateer op 8 Februarie 1995, die ondergemelde eiendom op 2 Junie 1995 om 09:00, die Magistraatskantoor, Phuthaditjhaba, geregtelik per publieke veiling verkoop sal word, op voorwaardes wat voor aanvang van die verkoping voorgelees sal word:

Die reg, belang en titel in sekere Perseel No. 1049B, geleë in die dorp Phuthaditjhaba, distrik Witsieshoek.

Verbeterings: Een woonhuis.

Die verkoopvoorwaardes is ter insae by die Balju, Landdroskantoor, Phuthaditjhaba.

Geteken te Phuthaditjhaba hierdie 30ste dag van Maart 1995.

Thom Ferreira, Bestuurder Regsdienste, Behuisings Divisie, Hoogland Ontwikkeling, Behuisings Divisie Gebou, Clubview; Posbus 5760, Phuthaditjhaba. [Tel. (05871) 3-3682.] (Verw. AB/53/5/94.)

Saak 2111/94

IN DIE MAGISTRAATSHOF VIR DIE DISTRIK WITSIESHOEK GEHOU TE PHUTHADITJHABA

In die saak tussen Hoogland Ontwikkeling, Eiser, en P. L. Zim, Verweerder

Kennis geskied hiermee dat ingevolge 'n vonnis gedateer 7 Februarie 1995, en 'n lasbrief in bogemelde Agbare Hof gedateer op 8 Februarie 1995, die ondergemelde eiendom op 2 Junie 1995 om 09:00, die Magistraatskantoor, Phuthaditjhaba, geregtelik per publieke veiling verkoop sal word, op voorwaardes wat voor aanvang van die verkoping voorgelees sal word:

Die reg, belang en titel in sekere Perseel No. 376H, geleë in die dorp Phuthaditjhaba, distrik Witsieshoek.

Verbeterings: Een woonhuis.

Die verkoopvoorwaardes is ter insae by die Balju, Landdroskantoor, Phuthaditjhaba.

Geteken te Phuthaditjhaba hierdie 30ste dag van Maart 1995.

Thom Ferreira, Bestuurder Regsdienste, Behuisings Divisie, Hoogland Ontwikkeling, Behuisings Divisie Gebou, Clubview; Posbus 5760, Phuthaditjhaba. [Tel. (05871) 3-3682.] (Verw. AB/34/5/94.)

Saak 669/95

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Oranje-Vrystaatse Provinsiale Afdeling)

In die saak tussen Mortgage Investment Corporation (Pty) Ltd, Eiser, en Koaho, B. R., Verweerder

Ter uitvoering van 'n vonnis van die bogemelde Agbare Hof in die bogenoemde saak sal 'n verkoping, sonder reserwe, gehou word voor die Landdroshof, Sasolburg, op Vrydag, 26 Mei 1995 om 10:00, van die ondervermelde eiendom van die Verweerder/s op voorwaardes wat ten tye van die verkoping voorgelees sal word, welke voorwaardes by die kantore van die ondergemelde Balju voor die verkoping ter insae sal lê, die eiendom synde:

1. Sekere Perseel 4242, geleë in die dorp Zamdela, distrik Sasolburg, groot 830 (agthonderd en dertig) vierkante meter, en gehou kragtens Sertifikaat van Geregistreerde Toekenning van Huurpag TL134/1989, en onderworpe aan sekere voorwaardes soos daarin uiteengesit.

Die verbeterings op die eiendom, ten aansien waarvan niks gewaarborg word nie, bestaan uit: Woonhuis en dubbele motorhuis.

Terme: Die koper sal 10% (tien persent) van die koopsom onmiddellik na die veiling in kontant betaal aan die Balju terwyl die balans verseker moet word deur 'n bank- of bouverenigingwaarborg binne 14 (veertien) dae na afloop van die veiling.

Datum: 19 April 1995.

N. H. Barnaschone, Prokureurs vir Eiser, Claude Reid, UBS-gebou, Maitlandstraat, Bloemfontein. (Verw. N. H. Barnaschone/jhb/W53681.)

Saak 12420/94

IN DIE LANDDROSHOF VIR DIE DISTRIK WELKOM GEHOU TE WELKOM

In die saak tussen Kleinsake Ontwikkelingskorporasie Beperk, Vonnisskuldeiser, en T. P. Motaung, handeldrywende as Golden Garden Bottlestore, Vonnisskuldenaar

Ingevolge 'n vonnis gelewer op 13 Maart 1995, in die Welkom Landdroshof, en 'n lasbrief van eksekusie daarna uitgereik word die eiendom hieronder beskryf in eksekusie verkoop op 26 Mei 1995 om 11:00, voor die hoofingang van die Landdroshof, Tulbach-ingang van die Landdroskantore, Welkom, deur C P C Afslaers, aan die persoon wat die hoogste aanbod maak, naamlik:

Beskrywing: Erf 13361, in die dorpsgebied Thabong, distrik Welkom, groot 390 (driehonderd en negentig) vierkante meter, gehou kragtens TL16780/1991.

Die volgende inligting word aangegee, maar is nie gewaarborg nie: Die eiendom bestaan uit woonhuis.

Die voorgenoemde geregtelike verkoping sal onderhewig wees aan die voorwaardes van verkoping wat geïnspekteer kan word by die kantore van die Balju van die Landdroshof te Welkom.

Gedateer te Welkom op hede die 26ste dag van April 1995.

T. Wolmarans, vir Symington & De Kok, Sonleyri Kamers, Heerenstraat 24, Welkom, 9460; Posbus 2175. [Tel. (057) 353-3051.] (Verw. T. Wolmarans/HDK/AK 0149.)

Saak 4111/95

IN DIE LANDDROSHOF VIR DIE DISTRIK WELKOM GEHOU TE WELKOM

In die saak tussen **Nedcor Bank Beperk**, Eksekusieskuldeiser, en **M. Khumalo**, Eerste Eksekusieskuldenaar, en **S. A. Khumalo**, Tweede Eksekusieskuldenaar

Ingevolge 'n vonnis in die Landdroshof, Welkom, en 'n lasbrief vir eksekusie gedateer 24 Maart 1995, sal die volgende eiendom by wyse van openbare veiling in eksekusie verkoop word op 2 Junie 1995 om 11:00, te die Tulbaghstraat-ingang van die Landdroskantoor, Welkom:

Erf 280, geleë te en bekend as Ferreirastraat 16, Rheederpark, Welkom, gesoneer vir woondoeleindes, groot 833 vierkante meter, gehou kragtens Transportakte T11612/94.

Verbeterings: 'n Drieslaapkamerwoonhuis bestaande uit sitkamer, eetkamer, kombuis, badkamer, motorhuis en twee motorafdakke.

Voorwaardes van verkoping:

- 1. Die eiendom sal voetstoots verkoop word aan die hoogste bieder onderhewig aan die bepalings van die Wet op Landdroshowe, No. 32 van 1944, soos gewysig, en die reëls daarkragtens uitgevaardig.
- 2. Die koopprys sal as volg betaalbaar wees: 'n Deposito van 10% (tien persent) van die koopprys in kontant onmiddellik na afhandeling van die veiling en die onbetaalde balans tesame met rente daarop bereken teen 16,25% (sestien komma twee vyf per sent) per jaar, vanaf datum van verkoping tot datum van registrasie van trasnport sal binne 21 (een-en-twintig) dae betaal word of gewaarborg word deur 'n goedgekeurde bank- of bougenootskapwaarborg.
- Die volle verkoopvoorwaardes wat deur die afslaer uitgelees sal word onmiddellik voor die verkoping kan gedurende kantoorure by die kantoor van die Balju, Welkom, nagesien word.

Gedateer te Welkom op hierdie 25ste dag van April 1995.

J. M. Pretorius, Wessels & Smith, Prokureurs vir Eksekusieskuldeiser, Eerste Verdieping, Wessels en Smithgebou, Heerenstraat 26–28, Welkom.

Case 3674/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Orange Free State Provincial Division)

In the matter between **ABSA Bank Limited** (United Bank Division), formerly known as United Bank Limited and prior to that United Building Society Limited, and previously United Building Society, Plaintiff, and **Tsekiso Peter Mtimkulu** (born 12 August 1955), 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, 2 June 1995 at 10:00, of the undermentioned immovable property of the Defendant on the conditions which will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Sasolburg, at Trust Bank Chambers, Fichardt Street, Sasolburg:

The right of leasehold in respect of Erf 3252, Zamdela, District of Parys, measuring 268 m², held by the Defendant under Certificate of Right of Leasehold L243/1983, being 3252 Zamdela, Sasolburg.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The dwelling consists of lounge, two 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, 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 12th day of April 1995.

Routledges Incorporated, Plaintiff's Attorneys, First Floor, Colosseum, 41 Kruis Street, Johannesburg. (Tel. 331-0511.) (Ref. ZA1010/WRFCLS/Mr Brewer/djl.)

Case 947/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Orange Free State Provincial Division)

In the matter between ABSA Bank Limited (United Bank Division), formerly known as United Bank Limited and prior to that United Building Society Limited, and previously United Building Society, Plaintiff, and Sabata Joseph Ntsane (born 18 April 1953), 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, 2 June 1995 at 10:00, of the undermentioned immovable property of the Defendant on the conditions which will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Sasolburg, at Trust Bank Chambers, Fichardt Street, Sasolburg:

The right of leasehold in respect of Erf 3082, Zamdela, District of Parys, measuring 268 m², held by the Defendant under Certificate of Right of Leasehold L491/1985, being 3082 Zamdela, Sasolburg.

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, separate toilet and kitchen.

Terms: 10% (ten per cent) of the purchase price in cash on the day of the sale, the balance payable against registration of transfer, to be secured by a bank, building society or other acceptable guarantee to be furnished within 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 12th day of April 1995.

Routledges Incorporated, Plaintiff's Attorneys, First Floor, Colosseum, 41 Kruis Street, Johannesburg. (Tel. 331-0511.) (Ref. Z93552/WRFCLS/Mr Brewer/djl.)

Case 1989/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Orange Free State Provincial Division)

In the matter between ABSA Bank Limited (Allied Bank Division), Plaintiff, and Sefadi Jonas Dhlamini, Defendant

In execution of a judgment of the Supreme Court of South Africa (Orange Free State Provincial Division) in the abovementioned 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, 2 June 1995 at 10:00, of the undermentioned immovable property of the Defendant on the conditions which will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Sasolburg, at Trust Bank Chambers, Fichardt Street, Sasolburg:

Erf 1414, situated in the Township of Sasolburg (Extension 1), District of Parys, measuring 773 m², held by the Defendant under Deed of Transfer T4485/1993, being 63 Jim Fouche Street, Sasolburg.

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, separate toilet and kitchen.

Terms: 10% (ten per cent) of the purchase price in cash on the day of the sale, the balance payable against registration of transfer, to be secured by a bank, building society or other acceptable guarantee to be furnished within 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 13th day of April 1995.

Routledges Incorporated, Plaintiff's Attorneys, First Floor, Colosseum, 41 Kruis Street, Johannesburg. (Tel. 331-0511.) (Ref. Z97400/WRFCLS/Mr Brewer/djl.)

Case 2913/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Orange Free State Provincial Division)

In the matter between ABSA Bank Limited (United Bank Division), formerly known as United Bank Limited, and prior to that United Building Society Limited, and previously United Building Society, Plaintiff, and Ramakgunong Joshua Semakale, born 4 May 1946, 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, 2 June 1995 at 10:00, of the undermentioned immovable property of the Defendant on the conditions which will lie for inspection prior to the sale, at the office of the Sheriff for the Supreme Court Sasolburg at Trust Bank Chambers, Fichardt Street, Sasolburg:

The right of leasehold in respect of Erf 3098, Zamdela, District of Parys, measuring 268 m², held by the Defendant under Certificate of Right of Leasehold L148/1983, being 3098 Zamdela, Sasolburg.

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

The dwelling consists of lounge, two bedrooms, bathroom/toilet and kitchen.

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

The purchaser shall, on the day of the sale, pay 5% (five per centum) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per centum) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg this 12th day of April 1995.

Routledges Inc., Plaintiff's Attorneys, First Floor, Colosseum, 41 Kruis Street, Johannesburg. (Tel. 331-0511.) (Ref. ZA0223/WRFCLS/Mr Brewer/djl.)

Saak 392/95

IN DIE LANDDROSHOF VIR DIE DISTRIK KROONSTAD GEHOU TE KROONSTAD

In die saak tussen ABSA Bank, handeldrywende as Allied Bank, Vonnisskuldeiser, en J. M. Folotsi, Vonnisskuldenaar

Ingevolge 'n vonnis gelewer op 6 Maart 1995, in die Kroonstad Landdroshof en 'n lasbrief van eksekusie daarna uitgereik, word die eiendom hieronder beskryf in eksekusie verkoop op 2 Junie 1995 om 09:00, voor die hoofingang van die Landdroshof te Murraystraat, Kroonstad, deur Podium Afslaers, aan die persoon wat die hoogste aanbod maak, naamlik:

Beskrywing: Perseel 525, Seeisoville-uitbreiding 1 (Gelukwaarts), Kroonstad, groot 284 (tweehonderd vier-en-tagtig) vier-kante meter, gehou kragtens Sertifikaat van Reg van Huurpag TL2452/1987.

Die volgende inligting word aangegee, maar is nie gewaarborg nie: Die eiendom bestaan uit 'n siersteenwoonhuis met die nodige geriewe met 'n teëldak en motorhuis.

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 62, Kroonstad.

Gedateer te Kroonstad op hede die 21ste dag van April 1995.

E. A. Burke, vir Naude Thompson, Du Bruyn & Burke, Reitzstraat 23, Kroonstad, 9499; Posbus 932. [Tel. (0562) 2-3289.]

Saak 17507/94

IN DIE LANDDROSHOF VIR DIE DISTRIK BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

In die saak tussen Dina Cornelia Venter, Eiser, en Catharina Maria Elizabeth Diedericks, Verweerder

Kragtens 'n uitspraak van die bogemelde Agbare Hof op 11 Januarie 1995 en 'n lasbrief tot eksekusie sal die volgende eiendom in eksekusie verkoop word op 9 Junie 1995 om 10:00, by die Peetlaan-ingang tot die Landdroshof, Bloemfontein, deur Nico Smith Afslaers aan die persoon wat die hoogste aanbod maak, naamlik:

Sekere: Erf 17330, Bloemfontein, groot 919 vierkante meter, gehou kragtens Transportakte T11490/90.

Voorwaardes: Die verkoping sal onderworpe wees aan die bepalings van die Wet op Landdroshowe 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 verkoopsdatum verskaf word.

Die verdere en volledige verkoopvoorwaardes sal onmiddellik voor die verkoping uitgelees word en lê ter insae by die Balju, Barnesstraat 5, Westdene, Bloemfontein.

Geteken te Bloemfontein hierdie 3de dag van Mei 1995.

P. H. T. Colditz, Prokureur vir Eiser, p.a. Schoeman Maree Ing., Sesde Verdieping, Presidentgebou, St Andrewstraat, Bloemfontein, 9301.

PUBLIC AUCTIONS, SALES AND TENDERS OPENBARE VEILINGS, VERKOPE EN TENDERS

TRANSVAAL

MEYER AFSLAERS BK

(CK91/13027/23)

Behoorlik daartoe gelas deur die Kurator van insolvente boedel **Dr. N. Pretorius**, Meesterverwysing T4414/94, verkoop ons per publieke veiling onderhewig aan bekragtiging die volgende eiendom:

Erf 257, Sagitariusstraat 38, Reyno Ridge, Witbank.

10% (tien persent) deposito. Bankgewaarborgde tjek. Balans 30 dae bankwaarborg.

Datum: Dinsdag, 16 Mei 1995.

Tyd: 11:00.

Plek: Op die perseel.

Pragtige ruim hooggeleë eksklusiewe herehuis.

Woning: ± 820 vierkante meter.

Erf: 2 859 vierkante meter, plus tuinwoonstel, vyf slaapkamers en babakamer, vier badkamers. Swembad onthaalarea onder glasdak. Motorhuis: vier motors en vele meer.

Tel. (012) 323-7821 of N/U: 454-835. Cell. 0824483932.

PROPERTY MART SALES

Duly instructed by the Provinsional Liquidator P. E. Vermaak Apteek CC, in liquidation, Master's Ref. T757/95.

Erf 491, Ninapark Extension 5, Akasia, Pretoria, situated at 137 Jan Frederick Avenue and 1 000 square metres in extent. Sale takes place on the spot on 12 May 1995 at 11:00.

Terms: 15% (fifteen per centum) deposit at the drop of the hammer in cash or bank cheque. Balance within 30 days of confirmation by bank or building society guarantee.

Auctioneers: Property Mart (Est. 1963), First Floor, Pogir Bastion Insurance House, 244 Louis Botha Avenue, Orange Grove, 2192, P.O. Box 46058, Orange Grove, 2119. Tel. (011) 728-1283. Fax. (011) 728-5215. A/H: (011) 793-6164/C. Mostert.

PROPERTY MART SALES

Duly instructed by the Provinsional Trustee, in the insolvent estate J. S. D. Cloete, Master's Ref. T275/95.

Erf 91, Monument, Krugersdorp, situated at 82 Paul Kruger Avenue and 1 048 square metres in extent.

On show: Sunday, 21 May from 12:00 to 17:00.

Sale takes place on the spot on Wednesday, 24 May 1995 at 11:00.

Terms: 15% (fifteen per centum) deposit at the drop of the hammer in cash or bank cheque. Balance within 30 days of confirmation by bank or building society guarantee.

Auctioneers: Property Mart (Est. 1963), First Floor, Pogir Bastion Insurance House, 244 Louis Botha Avenue, Orange Grove, 2192, P.O. Box 46058, Orange Grove, 2119. Tel. (011) 728-1283. Fax. (011) 728-5215. A/H: (011) 793-6164/C. Mostert.

LIBRA AFSLAERS

INSOLVENTE BOEDELVEILING: GRASDAKWONING: SONNEDAL-LANDBOUHOEWES, KRUGERSDORP

In opdrag van die Kurator in die insolvente boedel **A. Barcklay**, Meestersverwysing C257/95, verkoop ons die ondergenoemde eiendom per openbare veiling by die perseel, op Woensdag, 24 Mei 1995 om 12:00:

Sekere: Landbouhoewe 7, Sonnedal, Krugersdorp, geleë in Noolenestraat.

Grootte van hoewe: 3,5522 hektaar.

Beskrywing: Netjiese siersteen grasdakwoning met noord aansig en bestaan uit voorstoep, ingangsportaal, gang, drie slaapkamers, twee badkamers, studeerkamer, sitkamer, eetkamer, ruim familiekamer met kaggel en het uitgang na die lapa, kombuis met eikehoutkaste, alle vertrekke met kaste, volvloermatte, Ceramicteëls. Buitegeboue: Drie motorhuise en woonstel wat bestaan uit kombuis, slaapkamer, sitkamer en badkamer, twee arbeidershuise met geriewe, boorgat met watertenk en elektriese pomp.

Verkorte verkoopvoorwaardes: 15% (vyftien persent) deposito van die koopprys in kontant of bankgewaarborgde tjek met die toeslaan van die bod, balans van koopprys verseker te word binne 21 dae na datum van bekragtiging.

Afslaersnota: Hierdie veiling word sterk aanbeveel. Eiendom het luukse afwerking en is beslis waarde vir geld.

Navrae: Libra Afslaers, Roodepoort Tak; Posbus 7027, Westgate, 1734. Tel. (011) 763-6267. Giel Bezuidenhout.

CAHI AUCTIONEERS

(Reg. No. CK87/12616/23)

INSOLVENT ESTATE AUCTION: ONE-BEDROOMED FLAT: ARCADIA

Duly instructed by the Trustee in the insolvent estate W. J. Rossouw, Master's Ref. T1795/94.

We will sell Friday, 19 May 1995 at 11:00, on Site 27, Springbok Flats, 560 Park Street, Arcadia, opposite Heart Hospital.

Bedroom, bathroom, lounge cum dining-room, open plan kitchen and walking distance to Sunnyside and town.

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.

Cahi Auctioneer's, 99 Beatrix Street, Arcadia, Pretoria. Tel. (012) 325-7250. Fax. (012) 324-2215.

MANNIE AUCTIONEERING COMPANY

INSOLVENT ESTATE: M. A. GHANY, T248/95

Duly instructed by the Provisional Trustee in the above matter we will sell by public auction at Unit B2 Krost Park, 62 Lower Germiston Road, Heriotdale, Germiston, on Thursday, 18 May 1995 at 10:00, the following:

Catering equipment: Cyclo wash complete with fan, silencer, control panel etc.; upright beverage coolers; pie warmer; four burner staggered gas boiling table; four burner floor model griller; stainless steel tables; sinks; chip rack; L-shaped glass counter; cigarette top units; fruit juice dispenser; wrapping machine; toaster; table model fish fryer etc.

Terms: Only cash or bank certified cheques.

On view day prior to sale.

Mannie Auctioneering Company. Tel. (011) 334-3810. Fax. (011) 334-1542.

PHIL MINNAAR BK

(CK93/29245/23)

BESTORWE BOEDELVEILING: DRIESLAAPKAMERWONING: CAROLINA

In opdrag van eksekuteur in die bestorwe boedel **J. E. Liackman**, Boedel 3126/94, verkoop ons die ondergemelde eiendom per openbare veiling op Dinsdag, 23 Mei 1995 om 14:00:

Plek van veiling: Steynstraat 72, Carolina.

Beskrywing van eiendom: Resterende Gedeelte van Erf 45, staan ook bekend as Steynstraat 72, Carolina, Registrasieafdeling IT, Transvaal.

Groot: 1 428 m2.

Verbeterings: Hierdie sinkdakwoning bestaan uit drie slaapkamers, badkamer, sit/eetkamer, kombuis met spens, bediendekamer, dubbelmotorhuis, twee buitekamers en gevestigde tuin.

Besigtiging: Skakel mev. Small by (01344) 3-1815.

Terme: 20% (twintig persent) deposito en balans binne 30 dae na bekragtiging.

Navrae: Skakel Werna by (012) 322-8330/1; Phil Minnaar Afslaers, Posbus 28265, Sunnyside, 0132. Tel. (012) 322-8330/1. Fax. (012) 322-9263.

CAHI AUCTIONEERS

(Reg. No. CK87/12616/23)

INSOLVENT ESTATE AUCTION: MODERN THREE-BEDROOMED DUET: FAERIE GLEN, PRETORIA

Duly instructed by the Trustee in the insolvent estate M. W. Kidson, Master's Ref. T1137/95.

We will sell Tuesday, 30 May 1995 at 11:00, on Site 440 Cliffendale Drive, corner of Tipperary Road, Faerie Glen, Pretoria.

Three-bedroomed home, main en suite, open plan kitchen onto lounge *cum* dining-room, double lock-up garage, courtyard off kitchen and tiled entrance courtyard.

View by appointment.

Terms: 20% (twenty per centum) deposit on the fall of the hammer (cash or bank-guaranteed cheques only). The balance within 30 days after confirmation.

For further information contact Greg from Cahi Auctioneer's, 99 Beatrix Street, Arcadia, Pretoria. Tel. (012) 325-7250. Fax. (012) 324-2215.

BERNARDI AUCTIONEERS

Instructed by the Trustee in the insolvent estate P. J. Manual, T2896/94, we will sell by public auction:

Bachelors flat with garage, to be sold on Site 701 Glenread Flats, Read Street, Berea, Pretoria, on Monday, 22 May at 11:00.

Terms: 10% (ten per centum) deposit plus 3,42% (three comma four two per centum) buyers commission at auction balance within 30 days from acceptance.

Enquiry: Carl Bernardi. Cell. 0824451128.

Bernardi Auctioneers. Tel. (012) 43-6914/5.

BERNARDI AUCTIONEERS

Favoured with instructions by the Trustee in the insolvent estate **P. J. Manual**, T2896/94, we will sell by public auction: Household furniture, on Saturday, 13 May at 11:00, at 155 Glyn Street, Colbyn, Pretoria.

Bernardi Auctioneers/Appraisers/Estate Agents, 155 Glyn Street, Colbyn. Tel. (012) 43-6914/5.

VAN'S AFSLAERS

VEILING: EIENDOM

In opdrag van die Kurator van insolvente boedel S. J. J. Cloete, T2071/94, verkoop Van's Afslaers, ondervermelde eiendom, onderhewig aan bekragtiging, per openbare veiling op 17 Mei om 11:00, te Belladonnarylaan 23, Flora Gardens.

Beskrywing: Erf 40, Flora Gardens, Vanderbijlpark.

Groot: 1 496 m2.

Betaling: 10% (tien persent) deposito plus kommissie. Balans binne 30 dae.

Inligting: Van's Afslaers (012) 335-2974.

PARK VILLAGE AUCTIONS

Duly instructed by a Listed Property Unit Trust, we will sell by public auction on site at Tiberius, corner of Rissik and De Villiers Streets, Johannesburg, Johannesburg District, Gauteng, on Thursday, 18 May 1995, commencing at 10:30, an office and apartment complex.

For further particulars and viewing contact the auctioneer: Park Village Auctions. Tel. (011) 789-4375. Telefax. (011) 789-4369.

PARK VILLAGE AUCTIONS

PUBLIC AUCTION

Duly instructed by the State Attorneys in the matter between the **Commissioner for Inland Revenue** *versus* **Power Exports (Pty) Ltd** and **S. Nagrani**, we will sell by public auction on site at 71 Pretoria Avenue, Athol, Sandton District, Gauteng, on Saturday, 13 May 1995, commencing at 11:30, various movable assets including household and office furniture and effects, jewellery and vehicle.

For further particulars contact the auctioneer: Park Village Auctions. Tel. (011) 789-4375. Telefax. (011) 789-4369.

PARK VILLAGE AUCTIONS

Duly instructed by a Listed Property Unit Trust, we will sell by public auction on site at The Hadrian, corner of Kotze and Klein Streets, Hillbrow, Johanesburg District, Gauteng, on Thursday, 18 May 1995, commencing at 12:00, an office and apartment complex.

For further particulars and viewing contact the auctioneer: Park Village Auctions. Tel. (011) 789-4375. Telefax. (011) 789-4369.

PARK VILLAGE AUCTIONS

INSOLVENT ESTATE: F. J. B. STRIJDOM, MASTER'S REF. T3701/94

Duly instructed by the Trustee, in the above-mentioned insolvent estate, we will sell by public auction on site at 23 Oboe Street, Rynfield Extension 6, Benoni District, Gauteng, on Monday, 15 May 1995, commencing at 10:30, a three-bedroomed

For further particulars and viewing contact the auctioneer: Park Village Auctions. Tel. (011) 789-4375. Telefax. (011) 789-4369.

TRAKMAN'S AUCTION SALES

Instructed thereto by the Liquidator of **Matilda Investments CC**, in liquidation, Master's Ref. T136/95, trading as **M. Levison**, we will sell the assets at our Mart, 5 First Street, New Doornfontein, Johannesburg, on Tuesday, 16 May 1995 at 10:30:

Terms: Cash. Phone (011) 614-7135.

Trakman's Auctioneers (Pty) Ltd, P.O. Box 53544, Troyeville, 2139.

TRAKMAN'S AUCTION SALES

Instructed thereto by the Liquidator of **Ronald Michael Outfitters CC**, in liquidation, Master's Ref. T357/95, we will sell the assets at our Mart, 5 First Street, New Doornfontein, Johannesburg, on Tuesday, 16 May 1995 at 10:30:

Terms: Cash. Phone (011) 614-7135.

Trakman's Auctioneers (Pty) Ltd, P.O. Box 53544, Troyeville, 2139.

TRAKMAN'S AUCTION SALES

Instructed thereto by the Liquidator of Concept Litho (Pty) Ltd, in liquidation, Master's Ref. T359/95, trading as Duke of Carlton and Canadian Club, we will sell the assets at our Mart, 5 First Street, New Doornfontein, Johannesburg, on Tuesday, 16 May 1995 at 10:30:

Terms: Cash. Phone (011) 614-7135.

Trakman's Auctioneers (Pty) Ltd, P.O. Box 53544, Troyeville, 2139.

TRAKMAN'S AUCTION SALES

Instructed thereto by the Liquidator of Leisureland Rosebank (Pty) Ltd, in liquidation, Master's Ref. T562/95, we will sell the assets at our Mart, 5 First Street, New Doornfontein, Johannesburg, on Tuesday, 16 May 1995 at 10:30:

Terms: Cash. Phone (011) 614-7135.

Trakman's Auctioneers (Pty) Ltd, P.O. Box 53544, Troyeville, 2139.

CAPE · KAAP

PLASE TE KOOP

Op las van die Land- en Landboubank van Suid-Afrika sal die Balju: Hooggeregshof, VREDENBURG op 2 Junie 1995 om 10:00 voor die Landdroskantoor te VREDENBURG die ondergemelde eiendomme by publieke veiling verkoop:—

(1) Gedeelte 4 (ANNEX BOS GAAS HEUVEL) van die plaas SCHOUWTONEEL NR 94 in die Afdeling Malmesbury

GROOT: 80,0858 hektaar

(2) Restant van Gedeelte 2 (BOS GAAS HEUVEL) van die plaas SCHOUWTONEEL NR 94 in die Afdeling Malmesbury

GROOT: 741,7236 hektaar

± 7,44 hektaar van eiendom (2) onteien deur Transnet

Eiendomme (1) en (2) Blykens Akte van Transport T15602/1985

in die naam van ALILA BOERDERYE BK

Die titelaktes sal op die dag van verkoping beskikbaar wees vir insae deur voornemende kopers.

Ligging van hierdie eiendomme:-

Eiendomme (1) en (2) 5 km oos van Vredenburg

Geboue en verbeterings wat beweer word om op die eiendomme te bestaan is:-

2 Woonhuise, motorhuis en buitekamers, 2 store, koeistal en 3 arbeidershuise.

Veekerend omhein. Asbestenk en reservoir.

Voornemende kopers se aandag word daarop gevestig dat daar geen verpligting op die Landbank rus om grense of bakens ten opsigte van die eiendomme uit te wys nie. Geen versekering kan gegee word dat die beweerde geboue en ander verbeterings wel bestaan of op die eiendomme soos hierbo gemeld, geleë is nie, of dat enige daarvan vry van retensiereg of huurkoopooreenkoms is, of dat 'n aangrensende eienaar geen belang of kontribusie-eis ten opsigte van 'n grensheining het nie.

Die eiendomme word voetstoots verkoop soos dit staan, onderworpe aan alle serwitute en voorwaardes in die titelakte(s) vermeld.

By die toeslaan van die bot moet die koper die volgende in kontant of per bankgewaarborgde tjek betaal:-

- (a) Minstens een-tiende van die koopprys
- (b) 2,5% Afslaerskommissie onderworpe aan 'n maksimum van R7 500. (14% BTW indien van toepassing is eksklusief betaalbaar) Waar eiendomme aan meer as een koper verkoop word is die totale kommissie vir al die kopers saam onderworpe aan hierdie maksimum op 'n pro rata-basis.
 - (c) Alle koste in verband met die verkoping wat insluit advertensiekoste.
 - (d) BTW indien van toepassing, dit is 14% op die volle koopprys;

Die saldo van die koopsom, plus 16,5% rente daarop vanaf die datum van die verkoping tot datum van betaling, is binne 3 maande na die datum van die verkoping aan die Landbank betaalbaar. Die koper is ook aanspreeklik vir die betaling van alle gelde, heffings, belastings en hereregte wat nodig mag wees om transport in sy naam te registreer. Hierdie bedrae moet betaal word sodra die Landbank dit versoek.

Die eiendomme word verkoop vry van enige huurooreenkomste, bewoningsregte, koopooreenkomste en/of vruggebruik.

Die Landbank behou hom die reg voor om enige eiendom wat te koop aangebied word te enige tyd van die verkoping te onttrek.

VERWYSINGSNOMMER: DDBH 01567 06G 07G (REGTE)

Land- en Landboubank van Suid-Afrika, Posbus 375, Pretoria, 0001. 4 Mei 1995.

G. B. KEMPEN & DE WET NEL

OPENBARE VEILING

INSOLVENTE BOEDEL: G. J. MANS, MEESTERVERWYSING K61/94

Behoorlik daartoe gelas deur die Kurator in bostaande insolvente boedel sal die ondervermelde onroerende eiendomme per openbare veiling op Woensdag, 31 Mei 1995 om 10:00, verkoop word te Suidstraat, Carnarvon:

Woonhuis te Erf 843, Carnarvon, geleë in die munisipaliteit en afdeling Carnarvon, groot 976 vierkante meter.

Verbeterings: Drieslaapkamerwoonhuis.

Onbeboude erwe: Erf 844, Carnarvon, geleë in die munisipaiteit en afdeling Carnarvon, groot 991 vierkante meter.

Erf 845, Carnarvon, geleë in die munisipaliteit en afdeling Carnarvon, groot 991 vierkante meter.

Erf 846, Carnarvon, geleë in die munisipaliteit en afdeling Carnarvon, groot 991 vierkante meter.

Erf 847, Carnarvon, geleë in die munisipaliteit en afdeling Carnarvon, groot 814 vierkante meter.

Erf 849, Carnarvon, geleë in die munisipaliteit en afdeling Carnarvon, groot 998 vierkante meter.

Erf 850, Carnarvon, geleë in die munisipaliteit en afdeling Carnarvon, groot 991 vierkante meter.

Blote eiendomsreg in plaaseiendom: Gedeelte 2 van die plaas Brak Valley 216, geleë in die afdeling Fraserburg, groot 3042,7969 hektaar.

Verkoping van die eiendom is onderworpe aan die lewenslange vruggebruik ten gunste van Hester Johanna Mans.

Verkoopvoorwaardes: Ter insae by afslaer.

Terme: 10% (tien persent) op dag van veiling en balans by registrasie van oordrag.

Afslaers: G. B. Kempen & De Wet Nel, Greystraat 7, Carnarvon. Tel. 02032/11. Na-ure: 02032/267.

ORANGE FREE STATE ORANJE-VRYSTAAT

PLASE TE KOOP

Op las van die Land- en Landboubank van Suid-Afrika sal die Balju: Hooggeregshof, Bethlehem op 2 Junie 1995 om 10:00 voor die Landdroskantoor te Bethlehem die ondergemelde eiendomme by publieke veiling verkoop:—

(1) Die plaas VOORSPOED 1774, distrik BETHLEHEM

GROOT: 45,8327 hektaar

Eiendom (1) Blykens Akte van Transport T13808/1983 in die naam van

ABRAHAM ALBERTUS POTGIETER

(2) Die restant van die plaas MOOIVLEI 1615, distrik BETHLEHEM

GROOT: 85,5899 hektaar

Eiendom (2) Blykens Akte van Transport T5395/1975 in die naam van

ABRAHAM ALBERTUS POTGIETER

(3) Die plaas MARIETJIE 1811, distrik BETHLEHEM

GROOT: 229,6960 hektaar

Eiendom (3) Blykens Akte van Transport T4500/1981 in die naam van

ABRAHAM ALBERTUS POTGIETER

(4) Restant van die plaas UITVLUCHT 204, distrik BETHLEHEM

GROOT: 625,6551 hektaar

(5) Die plaas SUCCESS 118, distrik REITZ

GROOT: 395,7179 hektaar

Eiendomme (4) en (5) Blykens Akte van Transport T13807/1983 in die naam van

JOHANNES HERMANUS POTGIETER.

(6) Restant van die plaas ZION 301, distrik BETHLEHEM

GROOT: 428,2660 hektaar

Eiendom (6) Blykens Akte van Transport T13808/1983 in die naam van

ABRAHAM ALBERTUS POTGIETER.

Die titelakte(s) sal op die dag van verkoping beskikbaar wees vir insae deur voornemende kopers.

Ligging van hierdie eiendomme:-

Eiendom (1): 25km noordnoordoos van Bethlehem

Eiendomme (2) tot (4): 20km oossuidoos van Bethlehem

Eiendomme (5) en (6): 34km noord van Bethlehem

Geboue en verbeterings wat beweer word om op die eiendomme te bestaan is:-

Eiendom (1): Veekerend omhein en verdeel in kampe. Boorgat.

Eiendomme (2) tot (4): Woonhuis, staalstoor, kuilvoertoring, kraal met afdak en werkswinkel. Veekerend omhein en verdeel in kampe. Fonteine, sementdam, opgaartenk en 18 suipkrippe. Liebenbergsvleirivier.

Eiendomme (5) en (6): 4 Woonhuise, klipstoor, 2 silos, stalle en oop staalstoor. Veekerend omhein en verdeel in kampe. 4 Boorgate, 2 sementdamme, gronddam en 17 suipkrippe. Liebenbergsvleirivier.

Voornemende kopers se aandag word daarop gevestig dat daar geen verpligting op die Landbank rus om grense of bakens ten opsigte van die eiendomme uit te wys nie. Geen versekering kan gegee word dat die beweerde geboue en ander verbeterings wel bestaan of op die eiendomme soos hierbo gemeld, geleë is nie, of dat enige daarvan vry van retensiereg of huurkoopooreenkoms is, of dat 'n aangrensende eienaar geen belang of kontribusie-eis ten opsigte van 'n grensheining het nie.

Die eiendomme word voetstoots verkoop soos dit staan, onderworpe aan alle serwitute en voorwaardes in die titelakte(s) vermeld.

By die toeslaan van die bot moet die koper die volgende in kontant of per bankgewaarborgde tjek betaal:-

- (a) Minstens een-tiende van die koopprys
- (b) 2,5% Afslaerskommissie onderworpe aan 'n maksimum van R7 500. (14% BTW indien van toepassing is eksklusief betaalbaar). Waar eiendomme aan meer as een koper verkoop word is die totale kommissie vir al die kopers saam onderworpe aan hierdie maksimum op 'n pro rata-basis.
 - (c) Alle koste in verband met die verkoping wat insluit advertensiekoste.
 - (d) BTW indien van toepassing, dit is 14% op die volle koopprys;

Die saldo van die koopsom, plus 16,5% rente daarop vanaf die datum van die verkoping tot datum van betaling, is binne 3 maande na die datum van die verkoping aan die Landbank betaalbaar. Die koper is ook aanspreeklik vir die betaling van alle gelde, heffings, belastings en hereregte wat nodig mag wees om transport in sy naam te registreer. Hierdie bedrae moet betaal word sodra die Landbank dit versoek.

Die eiendomme word verkoop vry van enige huurooreenkomste, bewoningsregte, koopooreenkomste en/of vruggebruik.

Die Landbank behou hom die reg voor om enige eiendom wat te koop aangebied word te enige tyd van die verkoping te onttrek.

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VERWYSINGSNOMMER: BAAA 02182 03G/ 04G (REGTE)

Land- en Landboubank van Suid-Afrika, Posbus 375, Pretoria, 0001. 4 Mei 1995.



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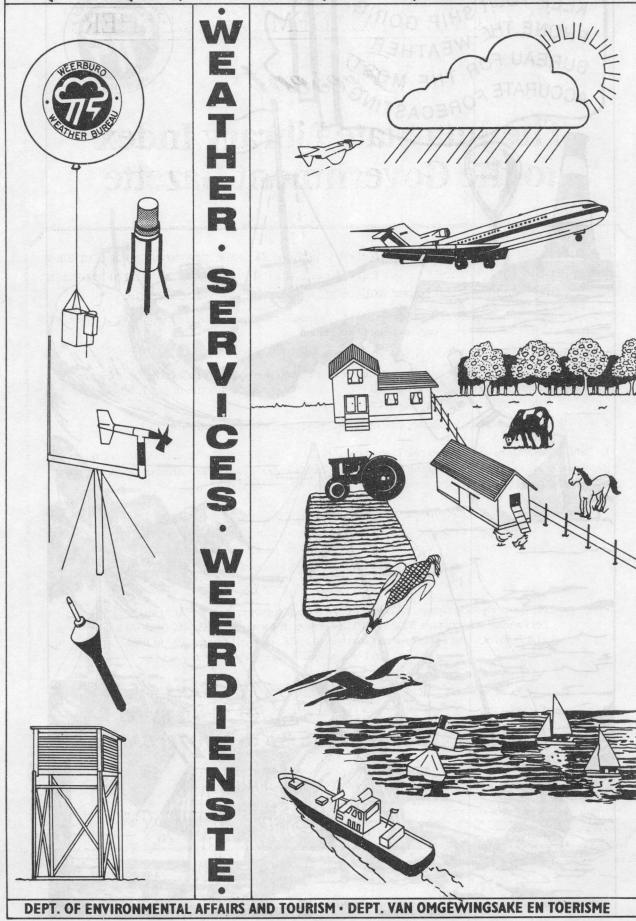
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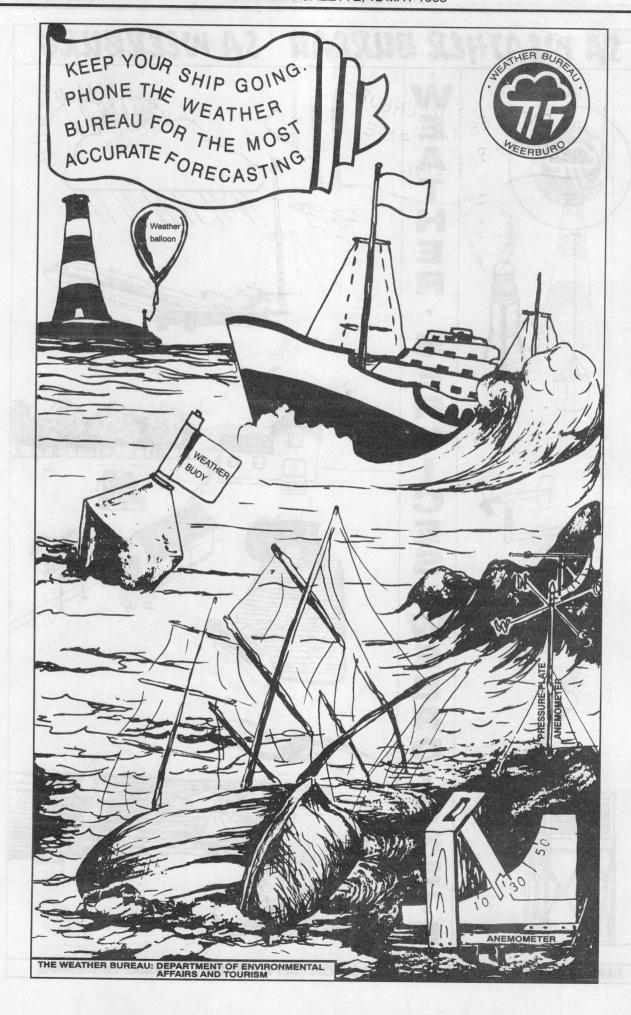
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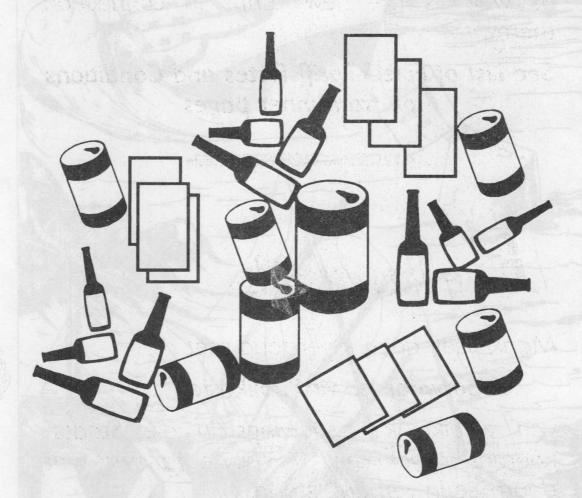






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