REPUBLIC OF SOUTH AFRICA

REPUBLIEK VAN SUID-AFRIKA

Government Gazette
Staatskoerant

Vol. 361 PRETORIA, 7 JULY JULIE 1995 No. 16513

LEGAL NOTICES

WETLIKE KENNISGEWINGS

B

SALES IN EXECUTION AND OTHER PUBLIC SALES

GEREGTELIKE EN ANDER OPENBARE VERKOPE

LIST OF FIXED TARIFF RATES

AND

CONDITIONS

FOR PUBLICATION OF LEGAL NOTICES IN THE *GOVERNMENT GAZETTE*

(COMMENCEMENT: 1 APRIL 1994)

LIST OF FIXED TARIFF RATES	*Rate per insertion*
Standardised notices	R
ADMINISTRATION OF ESTATES ACTS NOTICES: Forms J 297, J 295, J 193 and J 187	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	38,40
76 to 250 words	96,50
251 to 350 words (more than 350 words—calculate in accordance with word count table)	158,70

LYS VAN VASTE TARIEWE

EN

VOORWAARDES

VIR PUBLIKASIE VAN WETLIKE KENNISGEWINGS IN DIE *STAATSKOERANT*

(INWERKINGTREDING: 1 APRIL 1994)

LYS VAN VASTE TARIEWE

Gestandaardiseerde kennisgewings	*Tarief per plasing*
	R
BESIGHEIDSKENNISGEWINGS	32,70
BOEDELWETTEKENNISGEWINGS: Vorms J 297, J 295, J 193 en J 187	13,80
INSOLVENSIEWET- EN MAATSKAPPYWETTEKENNISGEWINGS: Vorms J 28, J 29 en Vorms 1 tot 9	27,60
L.W.: Vorms 2 en 9—bykomstige verklarings volgens woordetal-tabel, toegevoeg tot die basiese tarief.	
ONOPGEËISTE GELDE—slegs in die buitengewone *Staatskoerant,* sluitingsdatum 15 Januarie (per inskrywing van 'n "naam, adres en bedrag")	8,10
VERLORE LEWENSVERSEKERINGSPOLISSE: Vorm VL	16,50
Nie-gestandaardiseerde kennisgewings	
DRANKLISENSIE-KENNISGEWINGS in buitengewone *Staatskoerant:*	
Alle provinsies verskyn op eerste Vrydag van elke kalendermaand	46,70
(Sluitingsdatum van indiening is twee weke voor publiseringsdatum.)	
GEREGTELIKE EN ANDER OPENBARE VERKOPE:	
Geregtelike verkope	125,80
Openbare veilings, verkope en tenders:	
Tot 75 woorde	38,40
76 tot 250 woorde	98,50
251 tot 350 woorde (meer as 350 woorde bereken volgens woordetal-tabel)	158,70
LIKWIDATEURS EN ANDER AANGESTELDES SE KENNISGEWINGS	49,40
MAATSKAPPYKENNISGEWINGS:	
Kort kennisgewings: Vergaderings, besluite, aanbod van skikking, omskepping van maatskappy, vrywillige likwidasies, ens.; sluiting van oordrag- of lederegisters en/of verklaring van dividende	62,90
Verklaring van dividende met profytstate, notas ingesluit	144,80
Lang kennisgewings: Oordragte, veranderings met betrekking tot aandele of kapitaal, aflossings, besluite, vrywillige likwidasies	218,80
ORDERS VAN DIE HOF:	
Voorlopige en finale likwidasies of sekwestrasies	82,20
Verlagings of veranderings in kapitaal, samesmeltings, aanbod van skikking	218,80
Geregtelike besture, *kurator bonis* en soortgelyke en uitgebreide bevele *nisi*	218,80
Verlenging van keerdatum	27,60
Tersydestelling en afwysings van aansoeke (J 158)	27,60

WORD COUNT TABLE

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

WOORDETAL-TABEL

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

Number of words in copy Aantal woorde in kopie	One insertion Een plasing	Two insertions Twee plasings	Three insertions Drie plasings
	R	R	R
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 ACCEPTANCE OF NOTICES

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

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 INDEMNIFIED AGAINST LIABILITY

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

(1) any delay in the publication of a notice or publication of such notice on any date other than that stipulated by the advertiser;

(2) erroneous classification of a notice, or the placement of such notice in any section or under any heading other than the section or heading stipulated by the advertiser;

(3) any editing, revision, omission, typographical errors or errors resulting from faint or indistinct copy.

LIABILITY OF ADVERTISER

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

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

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

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

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

(5) In geval van 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 STAATSDRUKKER TEEN AANSPREEKLIKHEID

4. Die Staatsdrukker aanvaar geen aanspreeklikheid vir—

(1) enige vertraging by die publikasie van 'n kennisgewing of vir die publikasie daarvan op 'n ander datum as dié deur die adverteerder bepaal;

(2) die foutiewe klassifikasie van 'n kennisgewing of die plasing daarvan onder 'n ander afdeling of opskrif as die afdeling of opskrif wat deur die adverteerder aangedui is;

(3) enige redigering, hersiening, weglating, tipografiese foute of foute wat weens dowwe of onduidelike kopie mag ontstaan.

AANSPREEKLIKHEID VAN ADVERTEERDER

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

COPY

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

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

(1) The kind of notice.

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

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

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

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

PAYMENT OF COST

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

Franking machine impressions appearing on the copy are acceptable provided that they are clear. Franking machine 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.

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

(a) die lys van vaste tariewe; of

(b) indien die vaste tariewe nie van toepassing is nie, die woordetal-tariewe.

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

Advertising Section
Government Printing Works
Private Bag X85
Pretoria
0001

before publication.

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

The following stamps are not acceptable:

(i) Revenue stamps of the old series.

(ii) Revenue stamps of other states.

(iii) Postage stamps.

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

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

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

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

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

Advertensie-afdeling
Staatsdrukkery
Privaatsak X85
Pretoria
0001

gerig word.

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

Die volgende seëls is nie aanvaarbaar nie:

(i) Inkomsteseëls van die ou reeks.

(ii) Inkomsteseëls van ander state.

(iii) Posseëls.

Sien "Belangrike Kennisgewing" onderaan hierdie Voorwaardes.

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

13. *By 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

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

Belangrike Kennisgewing

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

IMPORTANT ANNOUNCEMENT

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

LEGAL NOTICES
GOVERNMENT NOTICES
1995

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

- **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*

WETLIKE KENNISGEWINGS
GOEWERMENTSKENNISGEWINGS
1995

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

- **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 3712/95
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 **Barnard, Bernardus Hendrik,** First Execution Debtor, and **Barnard, Wilhelmina Cornelia,** 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 3 August 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, Benoni, 49 Kemston Avenue, Benoni, prior to the sale:

Certain Erf 1029, situated in the Township of Crystal Park Extension 1, Registration Division IR, Transvaal, being 11 Beacon Street, Crystal Park Extension 1, Benoni, measuring 813 (eight hundred and thirteen) square metres.

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

Terms: 10% (ten per centum) of the purchase price in cash on the day of sale, the balance payable against registration of transfer, to be secured by a bank, building society or other acceptable guarantee to be furnished within 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 15th day of May 1995.

B. W. Webber, for Ramsay, Webber & Company, Plaintiff's Attorneys, Fifth Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/bt/B.360.)

Case 49727/93

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

In the matter between **First National Bank of South Africa Limited,** Plaintiff, and **S. J. Makhoba,** Defendant

In execution of a judgment in the above Honourable Court granted on 7 October 1995, and subsequent warrant of execution in the above-mentioned suit, a sale without reserve will be held at the premises of the entrance of the Magistrate's Court, Johannesburg, at the Fox Street Entrance on Friday, 21 July 1995 at 10:00, of the undermentioned immovable property of the Defendant on the conditions laid out by the auctioneer at the time of the sale, which conditions will lie for inspection, prior to the sale, at the offices of the Sheriff of the Magistrate's Court, Soweto East, 32 Von Brandis Street, Johannesburg:

Erf 0010603, Pimville Zone 3, Registration Division IQ, Pretoria–Witwatersrand–Vereeniging, also known as 3610 Pimville, held under Deed of Transfer TL30119/1990, measuring 319 (three hundred and nineteen) square metres.

The conditions of sale contains *inter alia* the following provisions:

1. 10% (ten per cent) of the purchase price in cash on the date of sale.

2. The balance of the purchase price together with interest, to be secured by a guarantee to be furnished within 14 (fourteen) days from date of sale.

3. Possession subject to any lease agreement.

4. All conditions with regard to the conditions of sale that will be read on the date of sale, must be complied with.

Dated at Johannesburg this 30th day of May 1995.

Mendelow & Jacobs, Attorneys for Plaintiff, 15th Floor, Glencairn Building, 73 Market Street, Johannesburg. (Tel. 336-2801.) (Ref. DEBTCOL/N. Smal/F6058.)

Saak 3541/94
PH 507

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Witwatersrandse Plaaslike Afdeling)

In die saak tussen **Transnet Beperk,** Eksekusieskuldeiser, en **Mathebula, Hlengani Philemon,** Eksekusieskuldenaar

Ingevolge uitspraak van die Hooggeregshof van Suid-Afrika (Witwatersrandse Plaaslike Afdeling) in bogemelde saak, sal 'n verkoping gehou word op 28 Julie 1995 om 10:00, by die kantore van die Balju, Hooggeregshof, Roodepoort, te 182 Progressweg, Technikon, distrik Roodepoort, van die ondergemelde eiendom:

Sekere Erf 1884, Doornkop-uitbreiding 1-dorpsgebied, Registrasieafdeling IQ, Transvaal, groot 300 (driehonderd) vierkante meter, geleë te Erf 1884, Doornkop-uitbreiding 1-dorpsgebied, distrik Roodepoort.

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

Bestaande uit die volgende: Twee slaapkamers, sit-/eetkamer, badkamer en kombuis.

Die volle verkoopsvoorwaardes mag ondersoek word by die kantoor van die Balju, Hooggeregshof, 182 Progressweg, Technikon, distrik Roodepoort, of Eiser se prokureurs, Blakes Prokureurs, Pleinstraat 14, Johannesburg.

Gedateer te Johannesburg op hede hierdie 28ste dag van Mei 1995.

C. W. S. S. Potgieter, vir Blakes Prokureurs, Prokureurs vir Eiser, Pleinstraat 14, Posbus 5315, Johannesburg, 2000. [Tel. (011) 491-5500.] [Faks. (011) 491-5593.] (Verw. PTM026/S. Potgieter/HVM.)

Saak 25037/93
PH 507

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Witwatersrandse Plaaslike Afdeling)

In die saak tussen **Transnet Beperk,** Eksekusieskuldeiser, en **Nengudza, Shumani,** Eksekusieskuldenaar

Ingevolge uitspraak van die Hooggeregshof van Suid-Afrika (Witwatersrandse Plaaslike Afdeling) in bogemelde saak, sal 'n verkoping gehou word op 28 Julie 1995 om 10:00, by die kantore van die Balju, Hooggeregshof, Roodepoort, te 182 Progressweg, Technikon, distrik Roodepoort, van die ondergemelde eiendom:

Sekere Erf 2231, Doornkop-uitbreiding 1-dorpsgebied, Registrasieafdeling IQ, Transvaal, groot 300 (driehonderd) vierkante meter, geleë te Erf 2231, Doornkop-uitbreiding 1-dorpsgebied, distrik Roodepoort.

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

Bestaande uit die volgende: Twee slaapkamers, sit-/eetkamer, badkamer, kombuis en gang.

Die volle verkoopsvoorwaardes mag ondersoek word by die kantoor van die Balju, Hooggeregshof, 182 Progressweg, Technikon, distrik Roodepoort, of Eiser se prokureurs, Blakes Prokureurs, Pleinstraat 14, Johannesburg.

Gedateer te Johannesburg op hede hierdie 29ste dag van Mei 1995.

C. W. S. S. Potgieter, vir Blakes Prokureurs, Prokureurs vir Eiser, Pleinstraat 14, Posbus 5315, Johannesburg, 2000. [Tel. (011) 491-5500.] [Faks. (011) 491-5593.] (Verw. PTN009/S. Potgieter/HVM.)

Saak 1435/95
PH 507

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Witwatersrandse Plaaslike Afdeling)

In die saak tussen **Transnet Beperk,** Eksekusieskuldeiser, en **Dlamini, Mbuyiselo Pascal,** Eksekusieskuldenaar

Ingevolge uitspraak van die Hooggeregshof van Suid-Afrika (Witwatersrandse Plaaslike Afdeling) in bogemelde saak, sal 'n verkoping gehou word op 28 Julie 1995 om 10:00, by die kantore van die Balju, Hooggeregshof Roodepoort, te Progressweg 182, Technikon, distrik Roodepoort, van die ondergemelde eiendom:

Sekere Erf 2311, Doornkop-uitbreiding 1-dorpsgebied, Registrasieafdeling IQ, Transvaal, groot 240 (tweehonderd en veertig) vierkante meter, geleë te Erf 2311, Doornkop-uitbreiding 1-dorpsgebied, distrik Roodepoort.

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

Bestaande uit die volgende: Drie slaapkamers, sit-/eetkamer, gang, kombuis en badkamer.

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

Gedateer te Johannesburg op hede hierdie 29ste dag van Mei 1995.

C. W. S. S. Potgieter, vir Blakes, Prokureurs vir Eiser, Pleinstraat 14, Posbus 5315, Johannesburg, 2000. [Tel. (011) 491-5500.] [Faks. (011) 491-5593.] (Verw. PTD012/S Potgieter/HVM.)

Saak 205/95

IN DIE LANDDROSHOF VIR DIE DISTRIK VOLKSRUST GEHOU TE VOLKSRUST

In die saak tussen **United Bank Beperk,** Eksekusieskuldeiser, en **Jacobus Izak Pretorius,** Eerste Eksekusieskuldenaar, en **Maureen Pretorius,** Tweede Eksekusieskuldenaar

Geliewe kennis te neem dat die ondergemelde eiendom op 27 Julie 1995 om 11:00, voor die Landdroskantoor, Volksrust, in eksekusie verkoop sal word ooreenkomstig die verkoopvoorwaardes wat ter insae sal lê by die kantoor van die Balju, Schoonstraat 4, Volksrust, vir tydperk van sewe (7) dae voor die verkoping, te wete:

Erf 1195, geleë in die dorp Volksrust, Registrasieafdeling HT, Transvaal, groot 1 269 vierkante meter, gehou kragtens Akte van Transport T17526/94.

Die eiendom is verbeter met 'n woonhuis van steen en sement met drie slaapkamers en ander noodsaaklike vertrekke. Hierdie verbeterings word nie gewaarborg nie. Die belangrikste voorwaarde is dat die verkoping geskied voetstoots sonder 'n reserwe en dat 10% (tien persent) van die koopprys op die dag van verkoping in kontant betaalbaar sal wees en die balans by registrasie van transport, waarvoor 'n aanvaarbare bank- of ander waarborg binne 15 dae na datum van verkoping gelewer moet word op aanvraag.

Geteken te Volksrust op hierdie 29ste dag van Mei 1995.

Coetzee Spoelstra & Van Zyl Ing., Prokureurs vir Eksekusieskuldeiser, Laingsnekstraat 11, Posbus 86, Volksrust, 2470. [Tel. (01333) 2081.] [Verw. Coetzee/I. 7053 (1291).]

Saak 282/95

IN DIE LANDDROSHOF VIR DIE DISTRIK PIET RETIEF GEHOU TE PIET RETIEF

In die saak tussen **Nedcor Bank Beperk,** Eiser, en **Busisiwe Maria Mavuso,** Verweerder

Ingevolge die vonnis in bogenoemde Agbare Hof verkry op 19 Mei 1995 en 'n lasbrief vir eksekusie in bogenoemde saak, sal die onderstaande eiendom van die Eksekusieskuldenaar op 28 Julie 1995 om 10:00, te die Landdroskantoor, Piet Retief, aan die hoogste bieder geregtelik verkoop word op die voorwaardes soos gemeld deur die afslaer tydens die verkoping, welke voorwaardes geïnspekteer mag word by voormelde Balju voor die verkoping:

Erf 1946, Ethandakukhanya-uitbreiding 1, geleë in die dorp Ethandakukhanya, Registrasieafdeling IS, Transvaal.

Beskrywing van eiendom: Drie slaapkamers, kombuis, badkamer, sitkamer en motorhuis, groot 458 (vier vyf agt) vierkante meter.

Geteken op hede hierdie 7de dag van Junie 1995.

A. J. G. Viljoen, vir Vos, Viljoen & Becker Prokureurs, p.a. Perm, Piet Retief, Posbus 29, Alphagebou 11A, Piet Retief. [Tel. (0136) 31-2550.]

Saak 5326/95

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **Saambou Bank Beperk,** Eiser, en **Gertruida Catharina Olwagen,** Verweerderes

Kennis word hiermee gegee dat ingevolge 'n uitspraak van die Hooggeregshof van Suid-Afrika (Transvaalse Provinsiale Afdeling) in bogemelde saak, op 7 April 1995 en ter uitvoering van 'n lasbrief tot uitwinning, sal die Balju, Pretoria Sentraal, op 25 Julie 1995 om 10:00, te verkoopslokaal, Sinodalesentrum, Visagiestraat 234, Pretoria, verkoop:

Sekere Deel 44 en 93, soos getoon en vollediger beskryf op Deelplan SS1/82, in die skema bekend as Vandag ten opsigte van die grond en gebou of geboue geleë te Erf 1189, Sunnyside-dorpsgebied, Plaaslike Bestuur, Stadsraad van Pretoria, beter bekend as Vandagwoonstelle 604, Mearsstraat 146, Sunnyside.

Groot: Deel 44: 79 (nege-en-sewentig) vierkante meter. Deel 93: 17 (sewentien) vierkante meter.

Sonering: Woonstel.

Die eiendom is verbeter en bestaan uit 'n woonstel bestaande uit familiekamer, twee slaapkamers, badkamer, kombuis en motorhuis.

Die koper moet 'n deposito van 10% (tien persent) van die koopprys, Balju se fooie, enige statutêre belasting asook agterstallige erfbelastings betaal op die dag van die verkoping, die balans betaalbaar teen transport en verseker te word deur 'n waarborg van 'n bank of bouvereniging wat deur die Eiser se prokureur goedgekeur is, die waarborg aan die Balju binne 14 (veertien) 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, te Messcor-huis, Margarethastraat 30, Riverdale.

Dyason, Prokureurs vir Eiser, Leopont, Kerkstraat-Oos 451, Pretoria. (Tel. 322-8600.) [Verw. T. du Plessis/AN (FF 0385).]

Saak 28107/94

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Witwatersrandse Plaaslike Afdeling)

In die saak tussen **Nichas, Maria,** Eerste Verweerder, en **Themistoclous, Themistoclis,** Tweede Verweerder

Ter uitwinning van 'n vonnis van die Hooggeregshof van Suid-Afrika (Witwatersrandse Plaaslike Afdeling), in bogemelde saak, sal 'n verkoping sonder 'n reserweprys gehou word te die Balju, Kempstonlaan 49, Benoni, op 3 Augustus 1995 om 10:00, van die ondervermelde eiendom van die Verweerders wat deur die Venduafslaer gelees sal word ten tye van die verkoping en welke voorwaardes by die kantore van die Balju van die Hooggeregshof van Evander, voor die verkoping ter insae sal lê:

Sekere Erf 5657, Benoni-uitbreiding 16-dorpsgebied, Benoni, Registrasieafdeling IR, Transvaal, groot 991 (nege nege een) vierkante meter.

Die volgende inligting word verskaf insake verbeterings, alhoewel geen waarborg in verband daarmee gegee kan word nie.

Woonhuis met teëldak gepleisterde en geverfde mure bestaande uit ingangsportaal, sitkamer, eetkamer, kombuis, studeerkamer, familiekamer, drie slaapkamers, badkamer met toilet, badkamer met toilet en stort.

Buitegeboue bestaande uit dubbelmotorhuis, bediende kwartiere, toilet en wassery.

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- of bougenootskap- of ander aanneembare waarborge binne 14 (veertien) dae vanaf datum van verkoping verskaf word.

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

Gedateer te Johannesburg op hierdie 8ste dag van Junie 1995.

Van Wyk De Vries, Eiser se Prokureur, 42ste Verdieping, Carltonsentrum, Johannesburg. (Tel. 331-9128.) (Verw. M. Postma/jf Z19152.)

Case 11540/95

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Harrilall Kelawan,** First Defendant, and **Prathima Kelawan,** Second Defendant

Notice is hereby given that on 28 July 1995 at 11:00, the undermentioned property will be sold by public auction at the offices of the Sheriff, Springs, 56 12th Street, Springs, pursuant to a judgment in this matter granted by the above Honourable Court on 23 May 1995, namely:

Certain Erf 195, Bakerton Extension 4, Registration Division IR, the Province of Pretoria–Witwatersrand–Vereeniging, situated at 30 Sunbird Road, Bakerton Extension 4, Springs.

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

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

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

Tuckers Inc., Second Floor, Permanent Building, 312 Commissioner Street, Boksburg. (Tel. 892-3400.) (Ref. Mrs L. Pinheiro/ H05031.)

Saak 2303/91

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Witwatersrandse Plaaslike Afdeling)

In die saak tussen **Bankorp Beperk,** Eiser, en **Fason Investments BK,** 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, Hooggeregshof, Halfweghuis, te Blok D, Eerste Verdieping, Lochner Park, hoek van Richardrylaan en Suttiestraat, Halfweghuis, op 19 Julie 1995 om 14:30, van die ondervermelde eiendom van die Verweerder op die voorwaardes wat deur die Afslaers gelees sal word ten tye van die verkoping en welke voorwaardes by die kantore van die Balju, Hooggeregshof, Halfweghuis, voor die verkoping ter insae sal lê:

Gedeelte 5 van Erf 71, Kelvin-dorpsgebied, groot 1 892 vierkante meter, geleë te 5/71 Sunnyway, Kelvin, bestaande uit:

Hoofgebou: Ingangsportaal, familiekamer, ses slaapkamers, bad/toilet/stort, sitkamer, kombuis, bad/toilet, toilet/stort, eetkamer, voorhuis en matte.

Buitegeboue: Twee bediendekamers, twee motorhuise, bad en toilet. Konstruksie onbekend.

Die volgende inligting word verskaf insake verbeteringe, alhoewel geen waarborg in verband daarmee gegee kan word nie.

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.

Vendusiekoste 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 (twintig duisend rand) en daarna 3% (drie persent) op die balans daarvan, tot 'n maksimum kommissie van R6 000 (sesduisend rand), en 'n minimum van R100 (eenhonderd rand).

Smith & Marais, Eiser se Prokureurs, 11de Verdieping, Schreiner Chambers, Pritchardstraat 94, Posbus 1693, Johannesburg. (Tel. 333-7128/9.) (Verw. J. F. Smit/ls/63-91.)

Case 2921/95
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 **Nyamukapa, Jonathan,** Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentiond suit, a sale without reserve will be held at Lochner Park, Block D, First Floor, corner of Suttie Street and Richards Drive, Halfway House, on 2 August 1995 at 14:30, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff, Alexandra, at Lochner Park, Block D, First Floor, corner of Suttie Street and Richards Drive, Halfway House, prior to the sale:

Certain Section 114, as shown and more fully described on Sectional Plan SS440/1990, in the scheme known as Springfields, in respect of the land and building or buildings situated at Buccleuch Township, Local Authority of the Sandton Town Council, of which the floor area, according to the said sectional plan is 68 (sixty-eight) 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 Flat 114, Springfields, 60 Gibson Road (Strand), Buccleuch, measuring 68 (sixty-eight) 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, two bedrooms, bathroom with outbuildings with similar construction comprising garage.

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

Auctioneer's charges, payble 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 13th day of June 1995.

B. W. Webber, for Ramsay, Webber & Co., Fifth Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/fp/N305.)

Case 18942/93
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 **Segoana Lionel,** Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentiond suit, a sale without reserve will be held at the Sheriff's Office, Roodepoort, on 28 July 1995 at 10:00, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the Sheriff, for Roodepoort Offices, 182 Progress Road, Technicon, Roodepoort, prior to the sale:

Certain Erf 86, situated in the Township of Mmesi Park, Registration Division IQ, Transvaal, being 86 Mmesi Park, Dobsonville, Roodepoort, measuring 266 (two hundred and sixty-six) square metres.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: A detached single storey brick built residence with tiled roof, comprising kitchen, lounge/dining-room, four bedrooms and two 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, payble 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 13th day of June 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/S.449.)

Case 33965/94
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 **Saunders, Keith Nassip,** Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentiond suit, a sale without reserve will be held at the Sheriff's Office, 50 Edward Avenue, Westonaria, on 28 July 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 2929, situated in the Township of Lenasia South Extension 2, Registration Division IQ, Transvaal, being 2929 Lark Street, Lenasia South Extension 2, Johannesburg, 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, 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, payble 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 13th day of June 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/S620.)

Case 2671/92

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

In the matter between **United Bank** (A Division of ABSA Bank Limited), Plaintiff, and **W. Nyembe,** First Defendant, and **N. Nyembe,** Second Defendant

The undermentioned property will be sold without reserve and with a deposit of 10% (ten per centum) by the Sheriff, at 182 Leeuwpoort Street, Boksburg, on 28 July 1995 at 11:15, where the conditions of sale may be inspected:

Erf 5021, Vosloorus, Boksburg, Registration Division IR, the Province of Pretoria–Witwatersrand–Vereeniging, held under Deed of Transfer TL15046/1987, known as 5021 Zekwa Road, Vosloorus, Boksburg, measuring 260 square metres.

Improvements (which are not guaranteed to be correct):

Main building: Brick under tiles, lounge, dining-room, three bedrooms, bathroom/w.c. and kitchen. *Outbuildings:* Attached garage and wire fencing.

J. P. J. van Vuuren, for Malherbe Rigg & Ranwell, Attorneys for Plaintiff, Second Floor, United Building, 324 Commissioner Street, Boksburg. (Tel. 892-2040.) (Ref. A. van Tonder.)

Case 10837/90

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

In the matter between **United Building Society Ltd,** Plaintiff, and **S. S. Mbongwa,** First Defendant, and **Z. J. Mbongwa,** Second Defendant

The undermentioned property will be sold without reserve and with a deposit of 10% (ten per centum) by the Sheriff, at 182 Leeuwpoort Street, Boksburg, on 28 July 1995 at 11:15, where the conditions of sale may be inspected:

Erf 362, Vosloorus Extension 2, Registration Division IR, Province of Pretoria–Witwatersrand–Vereeniging, held under Deed of Transfer TL36387/1987, known as 352 Zembe Road, Vosloorus Extension 2, Boksburg, measuring 270 square metres.

Improvements (which are not guaranteed to be correct):

Main building: Porch, lounge, dining-room, kitchen, three bedrooms and bathroom/toilet. *Other:* Wire fencing.

J. P. J. van Vuuren, for Malherbe Rigg & Ranwell, Attorneys for Plaintiff, Second Floor, United Building, 324 Commissioner Street, Boksburg. (Tel. 892-2040.) (Ref. A. van Tonder.)

Case 67327/93

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

In the matter between **NBS Bank Limited** (Reg. No. 87/01384/06), Plaintiff, and **Michael Shaun Williams,** First Defendant, and **Susan Lillian Williams,** Second Defendant

In execution of a judgment of the Magistrate Court, Pretoria, in this suit, the undermentioned property will be sold by the Sheriff of the Court at Magistrate's Court, Van Velden Street, Brits, on 4 August 1995 at 09:00, to the highest bidder:

Certain Erf 343, situated in the Township of Ifafi, Registration Division JR, Transvaal, measuring 1 724 square metres, situated at 5 Buskruit Avenue, Ifafi, Brits.

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: Vacant land.

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 Rooms 4, 5 and 6, Theo Building, 42 Murray Avenue, Brits.

Signed at Pretoria on this 15th day of June 1995.

Shapiro & De Meyer Inc., Third Floor, Shapiro Chambers, Bureau Lane, Pretoria. (Ref. Mrs Kartoudes/lf/N1063.)

Saak 3953/95

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **Kleinsake Ontwikkelingskorporasie Beperk,** Eiser, en **Mpho Moses Seheri,** Eerste Verweerder, en **Motlakadibe Ruth Seheri,** Tweede Verweerder

Geliewe kennis te neem dat die ondergemelde eiendom op 21 Julie 1995 om 11:00, by Gedeelte 83, De Onderstepoort (net noord van Sasko Meule, ou Warmbadpad) deur die Balju van Wonderboom, per openbare veiling verkoop sal word:

Die voormelde onroerende goed is Erf 399, Blok LL, Soshanguve-dorpsgebied, Registrasieafdeling JR, Transvaal, groot 421 m^2, gehou kragtens Akte van Transport T48695/93.

Verbeterings: 'n Woonhuis bestaan 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, 21 Julie 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 te 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 & Jacobsz, Prokureurs vir Eiser, Tweede Verdieping, R & J Gebou, Kerkstraat 421, Arcadia, 0083. (Verw. SDJ/S7/KA96.)

Saak 350/95

IN DIE LANDDROSHOF VIR DIE DISTRIK POTCHEFSTROOM GEHOU TE FOCHVILLE

In die saak tussen **Eerste Nasionale Bank,** Eiser, en **T. W. Ramaila,** Eerste Verweerder, en **X. Ramaila,** Tweede Verweerder

In terme van 'n vonnis van genoemde Agbare Hof en 'n lasbrief teen onroerende goed, uitgereik deur bogenoemde Agbare Hof, sal 'n verkoping in eksekusie by wyse van 'n Geregtelike Verkoping aan die hoogste bieër, sonder 'n reserweprys gehou word deur die Balju van Fochville voor die Landdroskantoor, Losberglaan, Fochville, op Vrydag, 28 Julie 1995 om 10:00:

Die verkoopvoorwaardes wat deur die Balju gelees sal word voor die verkoping 'n aanvang neem, is ter insae te die kantoor van die Balju en die Eiser se prokureurs, Oosthuizen & Roeland, Presidentstraat 51, Fochville.

Die eiendom wat verkoop word is beskryf as: Gedeelte 63 van Erf 1042, Fochville, geleë te Danie Theronstraat 48, Fochville, Registrasieafdeling IQ, Transvaal, groot 1 237 (eenduisend tweehonderd sewe en dertig) vierkante meter.

10% (tien persent) van die koopprys en die afslaer se koste in kontant is betaalbaar op die dag van die verkoping, die saldo teen registrasie van die Transport wat gewaarborg moet word deur 'n goedgekeurde bank- of bougenootskapwaarborg wat afgelewer moet word binne 14 dae vanaf datum van verkoping en verder ooreenkomstig die voorwaardes van die verkoping.

Geteken te Fochville op die 9de dag van Junie 1995.

P. P. Oosthuizen, vir Oosthuizen & Roeland, Prokureur vir Eiser, Presidentstraat 51, Fochville, 2515. [Tel. (01492) 2061.]

Saak 1156/94

IN DIE LANDDROSHOF VIR DIE DISTRIK POTCHEFSTROOM GEHOU TE FOCHVILLE

In die saak tussen **National Trading Company (Pty) Ltd,** Eiser, en **Armaco Construction CC,** Verweerder

In terme van 'n vonnis van genoemde Agbare Hof en 'n lasbrief teen onroerende goed, uitgereik deur bogenoemde Agbare Hof, sal 'n verkoping in eksekusie by wyse van 'n Geregtelike Verkoping aan die hoogste bieër, sonder 'n reserweprys gehou word deur die Balju van Fochville voor die Landdroskantoor, Losberglaan, Fochville, op Vrydag, 28 Julie 1995 om 10:00:

Die verkoopvoorwaardes wat deur die Balju gelees sal word voor die verkoping 'n aanvang neem, is ter insae te die kantoor van die Balju en die Eiser se prokureurs, Oosthuizen & Roeland, Presidentstraat 51, Fochville.

Die eiendom wat verkoop word is beskryf as: Erf 1257, Fochville, geleë te Kosmoslaan 4, Fochville, Registrasieafdeling IQ, Transvaal, groot 1 503 (eenduisend vyfhonderd en drie) vierkante meter.

10% (tien persent) van die koopprys en die afslaer se koste in kontant is betaalbaar op die dag van die verkoping, die saldo teen registrasie van die Transport wat gewaarborg moet word deur 'n goedgekeurde bank- of bougenootskapwaarborg wat afgelewer moet word binne 14 dae vanaf datum van verkoping en verder ooreenkomstig die voorwaardes van die verkoping.

Geteken te Fochville op die 9de dag van Junie 1995.

P. P. Oosthuizen, vir Oosthuizen & Roeland, Prokureur vir Eiser, Presidentstraat 51, Fochville, 2515. [Tel. (01492) 2061.]

Saak 2674/95

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

In die saak tussen **Eerste Nasionale Bank van S.A. Beperk,** Eiser, en **Frank Erasmus,** Eerste Verweerder, en **Maria Elizabeth Erasmus,** Tweede Verweerder

Geliewe kennis te neem dat in opvolging van 'n vonnis in bogemelde aksie toegestaan op 17 Maart 1995, sal die ondergemelde onroerende eiendom, geregistreer in die naam van die Eerste en Tweede Verweerders, sonder 'n reserweprys, deur die Balju in eksekusie verkoop word op 25 Julie 1995 om 10:00:

Eenheid 17, in die gebou of geboue bekend as Overnoons, geleë te die restant van Erf 728, Pretoria, grootte 65 vierkante meter, gehou kragtens Sertifikaat van Geregistreerde Deeltitel ST74558/1994. (Die eiendom is ook beter bekend as Overnoonwoonstelle 25, Visagiestraat 333, Pretoria).

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

Verbeterings: Die volgende verbeterings is op die eiendom aangebring alhoewel geen waarborg daartoe verskaf word nie: 'n Woonstel, bestaande uit een en 'n half slaapkamer, sitkamer, eetkamer, badkamer met toilet en kombuis.

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

Gebruiksbestemming: Woonstel vir woondoeleindes.

Gedateer te Pretoria op hierdie 22ste dag van Junie 1995.

G. van den Burg, vir Rorich Wolmarans & Luderitz Ing., Ons Eerste Volksbankgebou, Kerkplein 32, Mutuallaan, Pretoria. (Tel. 325-3933.) (Verw. VD Burg/avdp/F.9565/B1.)

Saak 2151/95

IN DIE LANDDROSHOF VIR DIE DISTRIK WITBANK GEHOU TE WITBANK

In die saak tussen **NBS Bank Beperk,** Eksekusieskuldeiser, en **Esther Essy Mnyakeni,** Eksekusieskuldenaar

Geliewe kennis te neem dat die ondergemelde eiendom na aanleiding van 'n vonnis wat in bogemelde saak op 10 Mei 1995, toegestaan is, op 21 Julie 1995 om 10:00, te die 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 1134, kwaGuqa-uitbreiding 3-dorpsgebied, Registrasieafdeling JS, Transvaal, groot 250 (tweehonderd en vyftig) vierkante meter, gehou deur die Verbandgewer kragtens Akte van Transport T22886/92.

Die eiendom is as volg verbeter:

Woonhuis met buitegeboue.

Die verkoping is onderhewig aan die volgende voorwaardes:

1. Onderhewig aan artikel 66 (2) van Wet No. 21 van 1944, is die koop sonder reserwe en die eiendom sal aan die hoogste bieder verkoop word.

2. Die koopprys is betaalbaar by wyse van 'n deposito van 10% (tien persent) by sluiting van die verkoping en die balans is betaalbaar binne dertig (30) dae vanaf datum van verkoping. Die koper moet binne genoemde periode òf die kontantgeld betaal, òf '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 21 ste dag van Junie 1995.

J. van Rensburg, vir Van Rensburg Kruger, Prokureurs vir die Eksekusieskuldeiser, Eerste Verdieping, Northey Forum, hoek van Northeystraat en Haiglaan, Posbus 5, Witbank. (Verw. mnr. Van Rensburg/mev. Spies.)

Case 9427/95

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Frans Johannes van Dyk,** First Defendant, and **Susanna Aletta van Dyk,** Second Defendant

A sale in execution of the undermentioned property is to be held without reserve at 7 Machado Street, Kinross, on Wednesday, 2 August 1995 at 14:00:

Full conditions of sale can be inspected at the Sheriff, Evander at 23 Rotterdam Street, Evander, and will be read out prior to the sale.

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

Property: Erf 2129, Kinross Extension 16 Township, Registration Division IS, Transvaal, known as 7 Machado Street, Kinross.

Improvements: Single storey, four bedrooms, two and a half bathrooms, kitchen, lounge, family room, dining-room, laundry and two garages.

Hack Stupel & Ross, Attorneys for the Plaintiff, P.O. Box 2000, Pretoria. [Tel. (012) 325-4185.] (Ref. B. du Plooy/LVDM/GT2462.)

Case 9082/95

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Frederick Richard Hamman,** First Defendant, and **Esther Adriana Hamman,** Second Defendant

A sale in execution of the undermentioned property is to be held without reserve at Sheriff Wonderboom/Soshanguve, Portion 83, De Onderstepoort (north of Sasko Mills), Old Warmbaths Road, Bon Accord, on Friday, 4 August 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 1206, The Orchards Extension 11 Township, Registration Division JR, Transvaal, known as 230 Ribbon Street, The Orchards Extension 11.

Improvements: Two bedrooms, bathroom, kitchen, lounge, dining-room, carport and separate toilet.

Hack Stupel & Ross, Attorneys for the Plaintiff, P.O. Box 2000, Pretoria. [Tel. (012) 325-4185.] (Ref. B. du Plooy/LVDM/GT 2442.)

Case 9670/95

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Cornelius Johannes Labuschagne,** Defendant

A sale in execution of the undermentioned property is to be held without reserve in front of the Magistrate's Court, President Kruger Street, Middelburg, on 4 August 1995 at 10:00:

Full conditions of sale can be inspected at the offices of the Sheriff of the Supreme Court, Auxilium Building, 4A Eksteen Street, Middelburg, and will also be read out by the Sheriff prior to the sale in execution.

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

Property: Erf 4477, Township of Middelburg Extension 13, Registration Division JS, Transvaal, measuring 1 185 square metres, also known as 24 Spioenkop Street, Middelburg Extension 13.

Improvements: Four bedrooms, two bathrooms, kitchen, lounge, dining-room, family room, two garages and swimming-pool.

Hack Stupel & Ross, Attorneys for Plaintiff, P.O. Box 2000, Pretoria. [Tel. (012) 325-4185.] (Ref. Du Plooy/sv/GT2471.)

Case 9669/95

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Harmonie Houtwerke** (CK94/15935/23), Defendant

A sale in execution of the undermentioned property is to be held without reserve in front of the Magistrate's Court, President Kruger Street, Middelburg, on 4 August 1995 at 10:00:

Full conditions of sale can be inspected at the offices of the Sheriff of the Supreme Court, Auxilium Building, 4A Eksteen Street, Middelburg, and will also be read out by the Sheriff prior to the sale in execution.

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

Property: Erf 2014, Middelburg Extension 8 Township, Registration Division JS, Transvaal, measuring 1 984 square metres, also known as 84 Totius Street, Golfsig, Middelburg Extension 8.

Improvements: Entrance hall, four bedrooms, two bathrooms, separate toilet, kitchen, lounge, family room, dining-room, two carports, two garages and swimming-pool.

Hack Stupel & Ross, Attorneys for Plaintiff, P.O. Box 2000, Pretoria. [Tel. (012) 325-4185.] (Ref. Du Plooy/sv/GT2469.)

Saak 10261/95

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Witwatersrandse Plaaslike Afdeling)

In die saak tussen **ABSA Bank Beperk** (Allied Bank Divisie, voorheen handeldrywende as Allied Building Society Ltd), Eiser, en **Ray, Timothy,** 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, Eerste Verdieping, Terracegebou, Eaton Terrace 1, New Redruth, Alberton, op 25 Julie 1995 om 10:00, van die ondervermelde eiendom van die Verweerder op die voorwaardes wat deur die venduafslaer gelees sal word ten tye van die verkoping en welke voorwaardes by die kantore van die Balju voor die verkoping ter insae sal lê:

Sekere: Eenheid 3, soos getoon en meer volledig beskryf in Deelplan SS30/84, in die gebou bekend as Taurus en ook bekend as 3 Taurus, McBridestraat, Brackenhurst-uitbreiding 2, Alberton, grootte 167 m^2 (een ses sewe) vierkante meter.

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

Hoofgebou: Ingangsportaal, sitkamer, eetkamer, drie slaapkamers, twee badkamers/toilette, aparte toilet, kombuis en aantrekkamer.

Buitegeboue: Dubbel motorhuis en spabad.

Konstruktueer: Baksteen met teëls.

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

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

Gedateer te Johannesburg op hede die 19de dag van Junie 1995.

Rossouws Prokureurs, Eiser se Prokureurs, Negende Verdieping, Atkinsonhuis, Eloff- en Albertstraat; Posbus 1588, Johannesburg. (Tel. 334-2727.) (Verw.Rossouw/cw/04/A8324E.)

Case 3427/95

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **ABSA Bank Limited,** Plaintiff, and **Ntlhoro Alpheus Modise,** First Defendant, and **Nompumelelo Elizabeth Modise,** Second 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 14 July 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 2322, Block GG, situated in the residential area of Soshanguve, Registration Division JR, Transvaal, situated at Site 2322, Block GG, Soshanguve, measuring 375 (three hundred and seventy-five) square metres.

Improvements (not guaranteed): A lounge, dining-room, kitchen and three 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 and thereafter 3% (three per cent), to a maximum fee of R6 000 and a minimum of R100.

Dated at Pretoria on this the 22nd day of May 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/L6917.)

Case 11365/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **ABSA Bank Limited,** Plaintiff, and **Mohlahlago Timothy Mabena,** First Defendant, and **Thabitha Luba Mabena,** Second 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 14 July 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 1027, situated in the Residential Area of Mamelodi Extension 2, Registration Division JR, Transvaal, situated at Site 1027, Mamelodi Extension 2, measuring 375 (three hundred and seventy-five) square metres.

Improvements (not guaranteed): A lounge, dining-room, kitchen, four bedrooms, bathroom, bath-shower and 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 and thereafter 3% (three per cent), to a maximum fee of R6 000 and a minimum of R100.

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

Matlala Inc., Eighth Floor, Standard General Building, 215 Proes Street, Pretoria, 0002; P.O. Box 77463/77464, Mamelodi West, 0101. [Tel. (012) 326-8923/4/5.] (Docex 70.) [Fax (012) 323-7431.] (Ref. GGM/jm/L6619.)

Case 33492/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **NBS Bank Limited,** Plaintiff, and **Kotu David Harold,** First Defendant, and **Kotu Beatrice Gladen Trudi,** Second Defendant

In pursuance of a judgment in the Supreme Court, Witwatersrand Local Division and writ of execution the property listed hereunder which was attached on 2 March 1995, will be sold in execution on Thursday, 27 July 1995 at 10:00, at the offices of the Sheriff of the Supreme Court, 131 Marshall Street, Johannesburg, to the highest bidder:

Erf 3238, Eldoradopark Extension 2 Township, Registration Division IQ, Transvaal, in extent 542 (five hundred and forty-two) square metres, situated at 8 Swartkops Road, Eldoradopark Extension 2, Johannesburg.

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

Residence, single-storey dwelling, detached and loft room; walls, brick and plaster; roof, tile; floor, fitted carpets and tiles; rooms, lounge, dining-room, kitchen, four bedrooms, two bathrooms, two showers and three toilets. Outbuildings, servants and toilet. Boundary, concrete walls.

Improvements: Walls, paving and thatch.

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

Dated at Johannesburg on the 6th day of June 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/1306.)

IN DIE LANDDROSHOF VIR DIE DISTRIK RUSTENBURG GEHOU TE RUSTENBURG

In die saak tussen **ABSA Bank Beperk,** Eksekusieskuldeiser, en **S. L. Twala,** Eerste Eksekusieskuldenaar, en **S. M. Twala,** Tweede Eksekusieskuldenaar

Ingevolge uitspraak van bogenoemde Agbare Hof en 'n lasbrief tot eksekusie gedateer 12 April 1995, sal hierdie ondervermelde eiendom geregtelik verkoop word op 21 Julie 1995 om 11:00, voor die Landdroskantoor, Klopperstraat, Rustenburg, aan die persoon wie die hoogste aanbod maak, nl.:

Sekere: Erf 1537, geleë in die dorp Geelhoutpark-uitbreiding 6, Registrasieafdeling JQ, Transvaal, groot 510 (vyfhonderd-en-tien) vierkante meter gehou kragtens Transport T70200/94, onderhewig aan alsodanige voorwaardes as wat in die gemelde Akte vermeld staan of na verwys word.

Die verkoopvoorwaardes, wat onmiddellik voor die verkoping gelees sal word, lê ter insae in die kantoor van die Balju, Smutslaan, Rustenburg.

Die belangrikste voorwaardes daarin vervat is die volgende:

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

Geteken te Rustenburg hede die 23ste dag van Mei 1995.

Breytenbach, Prinsloo & Vennote, Eerste Verdieping, Sanlamsentrum, Boomstraat, Posbus 75, Rustenburg. (Verw. Mnr. Prinsloo/RDV/U2.)

Case 85/95

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

In the matter between **Trust Bank** (a Division of ABSA Bank Ltd), Execution Creditor, and **Frascor Properties CC,** Execution Debtor

In pursuance of a judgment in the above Honourable Court and a warrant of execution dated 17 March 1995, the following property will be sold in execution by Libra Auctioneers CC, on Wednesday, 26 July 1995 at 11:00, and from the premises of the said immovable property, namely:

Erf 581, Daggafontein Extension 5 Township, Registration Division IR, Transvaal, measuring 1 000 (one thousand) square metres, held under Deed of Transfer T54240/1988, and also known as 161 Clydesdale Road, Daggafontein, Springs.

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 Magistrate's Court 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: Brick building with iron roof consisting of large factory, three workshops with offices. Outbuildings, unknown; sundries unknown.

3. 10% (ten per cent) of the purchase price and auctioneer's charges in cash or by way of a bank guaranteed cheque on the day of the sale, and the balance plus interest at 23% (twenty three 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 within 21 (twenty-one) 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, at 66 Fourth Street, Springs.

Dated at Springs this 13th day of June 1995.

H. Schmidt, for Bennett McNaughton & Jansen, Attorneys for Execution Creditor, Prudentia Building, 65 Fifth Street, Springs.

Case 33496/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **NBS Bank Limited,** Plaintiff, and **Barnard Pieter Johan,** First Defendant, and **Barnard Marthinus Jacobus,** Second Defendant

In pursuance of a judgment in the Supreme Court (Witwatersrand Local Division) and writ of execution, the property listed hereunder which was attached on 5 June 1995, will be sold in execution on Thursday, 27 July 1995 at 10:00, in front of the offices of the Sheriff of the Supreme Court, 131 Marshall Street, Johannesburg, to the highest bidder:

Erf 53, Tulisa Park Township, Registration Division IR, Transvaal, in extent 991 (nine hundred and ninety-one) square metres, situated at 12 Austin Street, Tulisa Park, Johannesburg.

The following improvements are reported to be on the property (but nothing is guaranteed): Residence, single-storey dwelling, detached, walls (brick), roof (corrugated iron and tiles), floor (tiles), rooms (lounge, dining-room, kitchen, three bedrooms, bathroom, two toilets), other (dining, closed verandah). Flat: Two bedrooms, kitchen, lounge, bathroom, shower, toilet. Outbuildings: Servant, toilet, laundry. Boundary: Concrete walls. Improvements: None.

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

Dated at Johannesburg on the 14th day of June 1995.

De Villiers & Co., Ninth Floor, NBS Building, corner of Market and Rissik Streets, Johannesburg. (Tel. 336-3913/4 336-3921/2/3.) (Ref. Mr Steyn/1302.) (Docex: DX.571.)

Case 7416/92

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

In the matter between **NBS Bank Limited,** Plaintiff, and **Clive Anthony Alexander,** Defendant

In pursuance of a judgment in the Court of the Magistrate, District Vereeniging, and writ of execution, the property listed hereunder which was attached on 24 February 1995, will be sold in execution on Friday, 21 July 1995 at 10:00, in front of the Sheriff's Office, at 41A Beaconsfield Avenue, Vereeniging, to the highest bidder:

Portion 8 of Erf 6626, Ennerdale Extension 2 Township, Registration Division IQ, Transvaal, in extent 510 (five hundred and ten) square metres, situated at 8 Hedera Avenue, Ennerdale, Vereeniging.

The following improvements are reported to be on the property (but nothing is guaranteed): Residence, single-storey dwelling, detached, walls (brick, plaster and paint), roof (concrete tiles), floors (fitted carpets, tiles and vinyl), rooms (living-room, kitchen, three bedrooms, bathroom, toilet). Outbuildings: Garage. Boundary: Fencing. Improvements: Gates.

Conditions of sale: The purchase price will be payable as to a deposit in cash of 10% (ten per cent) and the balance against transfer. The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff, for the Magistrate's Court, 41A Beaconsfield Avenue, Vereeniging. A substantial bank loan can be raised for an approved purchaser with prior approval.

Dated at Johannesburg on the 13th day of June 1995.

De Villiers & Co., c/o De Klerk Vermaak & Partners Inc., Overvaal Building, 28 Kruger Avenue, Vereeniging. [Tel. (016) 21-3400.] (Ref. Mr Coetzer/kc/Z10979.)

Case 25731/94

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

In the matter between **NBS Bank Limited,** Plaintiff, and **Tshabalala Jacob,** 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 2 November 1994, will be sold in execution on Thursday, 27 July 1995 at 10:00, in front of the offices of the Sheriff of the Supreme Court, 131 Marshall Street, Johannesburg, to the highest bidder:

Erf 4980, Chiawelo Extension 2 Township, Registration Division IQ, Transvaal, in extent 304 (three hundred and four) square metres, situated at 4980 Chiawelo Extension 2, Soweto, Johannesburg.

The following improvements are reported to be on the property (but nothing is guaranteed): Residence, single-storey dwelling, detached, walls (brick, plaster and paint), roof (tile), floor (tiles), rooms (lounge, kitchen, three bedrooms, bathroom, toilet). Outbuildings: None. Boundary: Fenced. Improvements: None.

Conditions of sale: The purchase price will be payable as to a deposit in cash of 10% (ten per cent) and the balance against transfer. The full conditions of sale which will be read immediately prior to the sale, may be inspected at the Sheriff's Office, Second Floor, TFC House, 32 Von Brandis Street, Johannesburg, for the Supreme Court. A substantial bank loan can be raised for an approved purchaser with prior approval.

Dated at Johannesburg on the 13th day of June 1995.

De Villiers & Co., Ninth Floor, NBS Building, corner of Market and Rissik Streets, Johannesburg. (Tel. 29-3913/4 29-3921/2/3.) (Ref. Mr Steyn/1217.) (Docex: DX.571.)

Case 22934/94

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

In the matter between **NBS Bank Limited,** Plaintiff, and **Johnson Edwin Peter,** First Defendant, and **Johnson Sylvania,** Second Defendant

In pursuance of a judgment in the Supreme Court (Witwatersrand Local Division) and writ of execution, the property listed hereunder which was attached on 20 October 1994, will be sold in execution on Thursday, 27 July 1995 at 10:00, in front of the offices of the Sheriff of the Supreme Court, 131 Marshall Street, Johannesburg, to the highest bidder:

Erf 5886, Eldorado Park Extension 7 Township, Registration Division IQ, Transvaal, in extent 350 (three hundred and fifty) square metres, situated at 15 Minnesota Avenue, Eldoradopark Extension 7, Johannesburg.

The following improvements are reported to be on the property (but nothing is guaranteed): Residence, single-storey dwelling, detached, walls (brick), roof (tile), floor (tiles), rooms (lounge, kitchen, three bedrooms, bathroom, toilet). Outbuildings: Carport. Boundary: Brick walls. Improvements: Brick boundary walls, patio.

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

Dated at Johannesburg on the 13th day of June 1995.

De Villiers & Co., Ninth Floor, NBS Building, corner of Market and Rissik Streets, Johannesburg. (Tel. 29-3913/4 29-3921/2/3.) (Ref. Mr Steyn/1179.) (Docex: DX.571.)

Case 64104/94

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 **Johannes Philippus Lodewikus Kruger,** First Defendant, and **Karin Kruger,** Second Defendant

In execution of a judgment of the Magistrate Court, Pretoria, in this suit, the undermentioned property will be sold by the Sheriff of the Court at Wonderboom, Portion 83, De Onderstepoort (just north of Sasko Mills, old Warmbaths Road, Bon Accord), on 4 August 1995 at 11:00, to the highest bidder:

Certain Erf 748, situated in the Township of the Orchards Extension 11, Registration Division JR, Transvaal, measuring 664 square metres, situated at 94 Strydom Street, The Orchards Extension 11.

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: Discription of property: House, lounge, dining-room, kitchen, two bedrooms, bathroom, shower, w.c., pantry, store-room and open stoep.

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

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

Signed at Pretoria on this the 12th day of June 1995.

Shapiro & De Meyer Inc., Third Floor, Shapiro Chambers, Bureau Lane, Pretoria. (Ref. Mrs Kartoudes/1f/N1311.)

Saak 24073/94

In die saak tussen **Standard Bank van Suid-Afrika Beperk,** Eiser, en **Mallane Gregory Mphahlele,** Eerste Verweerder, en **Mantloporele Martha Maryna Sibanyoni,** Tweede Verweerder

Eksekusieverkoping gehou te word te Balju Wonderboom, Gedeelte 83, De Onderstepoort (net noord van Sasko Meule, ou Warmbadpad, Bon Accord), op 28 Julie 1995 om 11:00:

Sekere Gedeelte 15 van Erf 145, Soshanguve M, geleë in die dorpsgebied, Registrasieafdeling, ook bekend as Gedeelte 15, Erf 145, Soshanguve M, grootte 375 m^2 (driehonderd vyf-en-sewentig) vierkante meter, gehou kragtens Akte van Transport T95316/93.

Verbeterings: Sitkamer, kombuis, badkamer met toilet.

'n Substansiële Bouverenigingverband kan gereël word vir goedgekeurde koper.

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

Die verkoopvoorwaardes kan ingesien word by die kantore van die Adjunk Balju, Wonderboom.

S. W. Hugo, vir Solomon & Nicolson Ing., NBS-gebou, Sewende Verdieping, Pretoriusstraat, Pretoria; Posbus 645, Pretoria, 0001. (Verw. Mnr. Hugo/ZVDS/SB403.)

Saak 19831/94

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **Martha Eithel Violet Mostert,** voorheen Lues, Eiser, en **Gert Stephanus van Wyk Mostert,** Verweerder

Kennis word hiermee gegee dat ingevolge 'n uitspraak van die Hooggeregshof van Suid-Afrika (Transvaalse Provinsiale Afdeling) in bogemelde saak op 4 November 1994, en ter uitvoering van 'n lasbrief tot uitwinning sal die Balju, Barberton, op 28 Julie 1995 om 10:00, te voor die hoofingang van die Landdroshof Barberton, verkoop:

Sekere Gedeelte 13 van die plaas Mount Olive 528, Registrasieafdeling JT, Transvaal, groot 21,4133 (een-en-twintig komma vier een drie drie) hektaar.

Die eiendom is verbeter en bestaan uit: Twee slaapkamers, kombuis, badkamer, sit- en eetkamer, dubbelmotorhuis, gereedskapskamer, stoorkamer en hoenderhokke.

Die koper moet 'n deposito van 10% (tien persent) van die koopprys, Balju se fooie, enige statutêre belasting asook agterstallige erfbelastings betaal op die dag van die verkoping, die balans betaalbaar teen transport en verseker te word deur 'n waarborg van 'n bank of bouvereniging wat deur die Eiser se prokureur goedgekeur is die waarborg aan die Balju binne 14 (veertien) 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 te Barberton voor die hoofingang van die Landdroshof Barberton.

Dyason, Prokureurs vir Eiser, Leopont, Kerkstraat-Oos 451, Pretoria. (Tel. 322-8600.) (Verw. Mnr. de Klerk/ns/SA0340/M32.)

Saak 2046/93

IN DIE LANDDROSHOF VIR DIE DISTRIK VANDERBIJLPARK GEHOU TE VANDERBIJLPARK

In die saak tussen **Nedbank,** Vonnisskuldeiser, en **M. J. de Lange,** Vonnisskuldenaar

Ten uitvoerlegging van die vonnis toegestaan en daaropvolgende lasbrief vir eksekusie gedateer 17 Mei 1995, sal die volgende eiendom, wat uitwinbaar verklaar is, in eksekusie verkoop word aan die hoogste bieër op Vrydag, 28 Julie 1995 om 10:00, by die Landdroskantore te Vanderbijlpark, te wete:

Sekere Hoewe 84, Lindequesdrift-landbouhoewes, Registrasieafdeling IQ, Transvaal, groot 2,0745 (twee komma sewe vier vyf) hektaar, gehou kragtens Akte van Transport T112062/92.

Verbeterings (nie gewaarborg): Enkelverdiepingwoonhuis, bestaande uit sitkamer, slaapkamers, badkamer, kombuis, motorhuis en bediendekamer.

Terme:

1. 10% (tien persent) van die koopprys in kontant, as 'n deposito op die dag van die verkoping en die balans, plus rente teen 16,25% (sestien komma twee vyf persent) per jaar betaalbaar vanaf datum van verkoping tot datum van betaling, by registrasie van transport, waarvoor 'n bank- of bouvereniging waarborg gelewer moet word binne 21 dae vanaf datum van verkoop.

2. Volledige verkoopvoorwaardes, wat direk voor die verkoping uitgelees sal word, lê ter insae by die kantoor van die Balju van die Landdroshof, Kamer 102, Rietbokgebou, Genl. Hertzogstraat, Vanderbijlpark, 1900.

Gedateer te Vanderbijlpark hierdie 19de dag van Junie 1995.

J. D. Bekker, vir Fradgley-Bekker, Prokureurs vir Vonnisskuldeiser, NBS-gebou, Posbus 946, Vanderbijlpark. [Tel. (016) 33-4305/6.]

Case 1780/93

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

In the matter between **NBS Bank Ltd,** Plaintiff, and **J. N. Hofmeyer,** Defendant

Kindly take notice that pursuant to a judgment of the above Honourable Court granted on 30 November 1993, and subsequent warrant of execution, the following property will be sold in execution on 4 August 1995 at 09:00, at the offices of the Magistrate's Court, Nigel, namely:

Stand 843, Alrapark, Nigel.

Kindly take further notice that the conditions of sale will lie for inspection at the offices of the Sheriff of the Court, 96 Church Street, Nigel, and contain *inter alia* the following provisions:

1. Ten per cent (10%) of purchase price on date of sale.
2. Balance of purchase price plus interest to be guaranteed within 14 (fourteen) days from date of sale.
3. Possesion subjection to any lease agreement.
4. Reserve price to be read out at sale.

Dated at Nigel on this the 15th day of June 1995.

J. J. van Huyssteen, for Lockett Etsebeth Liebenberg & Van Huyssteen, Attorneys for the Plaintiff, Plesam Building, Second Avenue, P.O. Box 99, Nigel. (Ref. Mr Van Huyssteen/N851.)

Case 102283/94

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

In the matter between **Telephone Staff Mutual Aid Association,** Plaintiff, and **Strauss, Johannes Mattheus,** Defendant

Be pleased to take notice that pursuant to a judgment in the Johannesburg Magistrate's Court dated 17 February 1995, and a warrant of execution dated 28 February 1995, the following property will be sold in execution on 21 July 1995 at 11:15, at the Sheriff of the Magistrate's Court Offices, 182 Leeupoort Street, Boksburg, to the highest bidder:

Erf 0000594, Impalapark, Boksburg, Registration Division IR, Transvaal, held under Deed of Transfer T59980/92, known as 13 Dart Road, Impalapark, Boksburg.

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

Main building: Dining-room, lounge, kitchen, three bedrooms, bathroom, toilet, under zinc roof and precast walling.

Outbuildings: Garage.

The material conditions as of sale are:

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

(b) 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, water and electricity charges.

(c) The purchase price shall be paid as to 10% (ten per centum) thereof on the day of the sale unless otherwise agreed in writing and the unpaid balance, together with interest thereon at the rate specified on the warrant of execution issued in this matter or 20% (twenty per centum) per annum, whichever is the greater calculated from the date of the sale to date of payment, within 14 (fourteen) days of the date of sale or secured by bank or building society guarantee approved by the Plaintiff.

(d) Failing compliance with any of the provisions of the conditions of sale the purchaser shall forfeit for the benefit of the Plaintiff the deposit referred to in (c) above, without prejudice to any claim any party may have against the purchaser.

The conditions of sale which shall be read immediately prior to the sale may be inspected at the office of the Sheriff of the Magistrate's Court, Boksburg, 182 Leeuwpoort Street, Boksburg.

Dated at Edenvale on this the 15th day of June 1995.

R. A. D. Parker, for Schoonees, Belling & Georgiev, Attorney for Plaintiff, Suite 10, First Floor, Three Fountains Centre, 65 Van Riebeeck Avenue, P.O. Box 83, Edenvale, 1610. (Tel. 609-2123.) (Ref. Mr Parker/cs/T193.)

Saak 129009/93

IN DIE LANDDROSHOF VIR DIE DISTRIK JOHANNESBURG GEHOU TE JOHANNESBURG

In die saak tussen **Eerste Nasionale Bank Beperk,** Eiser, en **T. N. R. Miti,** Verweerder

Ingevolge 'n vonnis van die Landdroshof te Johannesburg en 'n lasbrief vir eksekusie gedateer 26 April 1994, sal die volgende eiendom in eksekusie verkoop word voor die Hofgebou, Foxstraat-ingang, Johannesburg, op 28 Julie 1995 om 10:00, aan die hoogste bieder, naamlik:

Erf 2913, Protea Glen-uitbreiding 2-dorpsgebied, Registrasieafdeling IQ, Transvaal, groot 435 (vierhonderd vyf-en-dertig) vierkante meter, gehou kragtens Titelakte T27397/1993, ook bekend as 2913 Protea Glen, Soweto.

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

Hoofgebou: Enkelverdieping, drie slaapkamers, twee badkamers, toilet en kombuis.

Buitegeboue: Geen.

Titelakte voorwaardes: Streng vir woning doeleindes alleenlik.

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

Die verkoopsvoorwaardes mag gedurende kantoorure te kantore van die Balju vir Johannesburg-Wes, ondersoek word.

Gedateer te Johannesburg op die 12de dag van Junie 1995.

Brian Alberts & Vennote, Eerste Verdieping, Proteasentrum, hoek van High- en Fortunastraat, Brixton. (Verw. Alberts J. A. A. 136/93B.)

Case 37/94

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

In the matter between **Foskor Limited,** Plaintiff, and **M. A. Modisha,** Defendant

In pursuance of judgment of the Court of the Magistrate of Namakgale, and writ of execution dated 25 August 1994, the following property will be sold by public auction on 25 July 1995 at 15:00, before the Magistrate's Court, Namakgale, to the highest bidder, *viz*:

House 818D (roof of corrigated iron), situated in the Township of Namakgale.

Kitchen, bathroom, three rooms, lounge and include all alterations.

Material conditions of sale:

1. The property will be sold to the highest bidder without reserve and subject to the Magistrates' Courts Act and rules in terms thereof.

2. The purchaser shall pay 10% (ten per cent) of the purchase price or an amount of R1 000 (one thousand rand), whichever the highest to the Sheriff of the Court in cash immediately after the sale and the balance shall be secured by means of bank or building society guarantee payable against registration of the property in the name of the purchaser, which guarantee shall be delivered to the Sheriff within 21 (twenty-one) days of the date of the sale.

The conditions of sale will lie for inspection during office hours at the offices of the Sheriff of the Magistrate's Court at Namakgale.

A. B. Maré, for Anton Maré Attorney, Wilger Avenue, P.O. Box 664, Phalaborwa, 1390. (Ref. Miss Benadie F6067.)

Case 227/94

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

In the matter between **Foskor Development Trust,** Plaintiff, and **D. P. Ramashaba,** Defendant

In pursuance of a judgment of the Court of the Magistrate of Namakgale and writ of execution dated 21 April 1995, the following property will be sold by public auction on 25 July 1995 at 15:00, before the Magistrate's Court, Namakgale, to the highest bidder, viz:

House 470, Longtill, situated in the Township of Namakgale, include all alterations.

Material conditions of sale:

1. The property will be sold to the highest bidder without reserve and subject to the Magistrates' Courts Act and rules in terms thereof;

2. The purchaser shall pay 10% (ten per centum) of the purchase price or an amount of R1 000 (one thousand rand) whichever the highest to the Sheriff of the Court in cash immediately after the sale and the balance shall be secured by means of bank or building society guarantee payable against registration of the property in the name of the purchaser, which guarantee shall be delivered to the Sheriff within 21 (twenty-one) days of the date of the sale.

The conditions of sale will lie for inspection during office hours at the offices of the Sheriff of the Magistrate's Court at Namakgale.

A. B. Maré, for Anton Maré, P.O. Box 664, Wilger Avenue, Phalaborwa, 1390. (Ref. Miss Benadie: F6169.)

Case 40/94

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

In the matter between **Foskor Limited,** Plaintiff, and **S. S. Mafuyeka,** Defendant

In pursuance of judgment of the Court of the Magistrate of Namakgale and writ of execution dated 25 August 1994, the following property will be sold by public auction on 25 July 1995 at 15:00, before the Magistrate's Court, Namakgale, to the highest bidder, viz:

House 402D (roof of asbestos) situated in the Township Namakgale: Kitchen, bathroom, three rooms and lounge, include all alterations.

Material conditions of sale:

1. The property will be sold to the highest bidder without reserve and subject to the Magistrates' Courts Act and rules in terms thereof;

2. The purchaser shall pay 10% (ten per centum) of the purchase price or an amount of R1 000 (one thousand rand) whichever the highest to the Sheriff of the Court in cash immediately after the sale and the balance shall be secured by means of bank or building society guarantee payable against registration of the property in the name of the purchaser, which guarantee shall be delivered to the Sheriff within 21 (twenty-one) days of the date of the sale.

The conditions of sale will lie for inspection during office hours at the offices of the Sheriff of the Magistrate's Court at Namakgale.

A. B. Maré, for Anton Maré, P.O. Box 664, Wilger Avenue, Phalaborwa, 1390. (Ref. Miss Benadie: 6068.)

Saak 8665/94

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

In die saak tussen **ABSA Bank Beperk,** handeldrywende as United Bank, Eksekusieskuldeiser, en **Zenovia Andrea Eleftheriades,** Eksekusieskuldenaar

Ingevolge uitspraak in die Landdroshof, Kempton Park, en 'n lasbrief vir eksekusie gedateer 4 Mei 1995, die hiernagenoemde eiendom op Donderdag, 27 Julie 1995 om 10:00, by die Balju se kantore te Parkstraat 8, Kempton Park, verkoop word per publieke veiling aan die hoogste bieder op die verkoopvoorwaardes wat deur die Afslaer uitgelees sal word net voor die veiling en welke verkoopvoorwaardes nagegaan kan word te die Baljukantore, Parkstraat 8, Kempton Park:

Erf 2210, Birch Acres-uitbreiding 5-dorpsgebied, Registrasieafdeling IR, Transvaal, groot 1 015 vierkante meter, ook bekend as Bromvoëlweg 16, Birch Acres-uitbreiding 5, Kempton Park, gehou onder Akte van Transport T83354/93.

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

Verbeterings: Sitkamer, twee badkamers, eetkamer, twee toilette, drie slaapkamers, twee motorhuise, familie/TV-kamer, kombuis, oprit, swembad, alles onder 'n geteëlde dak, omring met baksteen- en drie betonmure.

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

Gedateer te Kempton Park hierdie 19de dag van Junie 1995.

M. M. Cowley, vir Jacobs Burger & Moodie, Myrtlegebou, Tweede Verdieping, Wesstraat 23; Posbus 75, Kempton Park, 1620. (Tel. 970-1216.) (Verw. mev. Cowley/DE/LU1523.)

Saak 2935/95

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

In die saak tussen **ABSA Bank Beperk,** handeldrywende as United Bank, Eksekusieskuldeiser, en **Barend Mathys Kruger,** Eerste Eksekusieskuldenaar, en **Louisa Winifred Kruger,** Tweede Eksekusieskuldenaar

Ingevolge uitspraak in die Landdroshof, Kempton Park, en 'n lasbrief vir eksekusie gedateer 5 April 1995, die hiernagenoemde eiendom op Donderdag, 27 Julie 1995 om 10:00, by die Balju se kantore te Parkstraat 8, Kempton Park, verkoop word per publieke veiling aan die hoogste bieder op die verkoopvoorwaardes wat deur die Afslaer uitgelees sal word net voor die veiling en welke verkoopvoorwaardes nagegaan kan word te die Baljukantore, Parkstraat 8, Kempton Park:

Erf 601, Esther Park-uitbreiding 1-dorpsgebied, Registrasieafdeling IR, Transvaal, groot 1 000 vierkante meter, ook bekend as Amatungulustraat 155, Esther Park-uitbreiding 1, Kempton Park, gehou onder Akte van Transport T23/93.

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

Verbeterings: Sitkamer, badkamer, eetkamer, toilet, twee slaapkamers, kombuis, alles onder 'n geteëlde dak, omring met drie betonmure en heining.

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

Gedateer te Kempton Park hierdie 19de dag van Junie 1995.

M. M. Cowley, vir Jacobs Burger & Moodie, Myrtlegebou, Tweede Verdieping, Wesstraat 23; Posbus 75, Kempton Park, 1620. (Tel. 970-1216.) (Verw. mev. Cowley/DE/LU1825.)

Saak 8182/94

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

In die saak tussen **ABSA Bank Beperk**, handeldrywende as United Bank, Eksekusieskuldeiser, en **Lindie Alida van Rooyen,** Eksekusieskuldenaar

Ingevolge uitspraak in die Landdroshof, Kempton Park, en 'n lasbrief vir eksekusie gedateer 9 Augustus 1994, die hiernagenoemde eiendom op Donderdag, 27 Julie 1995 om 10:00, by die Balju se kantore te Parkstraat 8, Kempton Park, verkoop word per publieke veiling aan die hoogste bieder op die verkoopvoorwaardes wat deur die Afslaer uitgelees sal word net voor die veiling en welke verkoopvoorwaardes nagegaan kan word te die Baljukantore, Parkstraat 8, Kempton Park:

Deel 2 soos getoon en vollediger beskryf op Deelplan SS69/1980 in die skema bekend as Monuret ten opsigte van die grond en gebou of geboue geleë te Kempton Park-uitbreiding 5-dorpsgebied, Plaaslike Bestuur Stadsraad van Kempton Park, van welke deel die vloeroppervlakte volgens genoemde deelplan 81 (een-en-tagtig) 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. Ook bekend as Monuret 2, Haakdoringlaan, Kempton Park, gehou onder Akte van Transport ST76369/92.

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

Verbeterings: Sitkamer, badkamer, eetkamer, toilet, een en 'n halwe slaapkamers en kombuis, alles onder 'n sinkdak.

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

Gedateer te Kempton Park hierdie 19de dag van Junie 1995.

M. M. Cowley, vir Jacobs Burger & Moodie, Myrtlegebou, Tweede Verdieping, Wesstraat 23; Posbus 75, Kempton Park, 1620. (Tel. 970-1216.) (Verw. mev. Cowley/DE/LU1501.)

Saak 12202/94

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

In die saak tussen **NBS Bank Beperk,** Eksekusieskuldeiser, en **Denise van Wijk,** Eksekusieskuldenaar

Ingevolge uitspraak in die Landdroshof, Kempton Park, en 'n lasbrief vir eksekusie gedateer 13 Maart 1995, die hiernagenoemde eiendom op Donderdag, 27 Julie 1995 om 10:00, by die Balju se kantore te Parkstraat 8, Kempton Park, verkoop word per publieke veiling aan die hoogste bieder op die verkoopvoorwaardes wat deur die Afslaer uitgelees sal word net voor die veiling en welke verkoopvoorwaardes nagegaan kan word te die Baljukantore, Parkstraat 8, Kempton Park:

Erf 192, Nimrod Park-dorpsgebied, Registrasieafdeling IR, Transvaal, groot 1 488 vierkante meter, ook bekend as Van Riebeeckstraat 115, Nimrod Park, Kempton Park, gehou onder Titelakte TL7781/94.

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

Verbeterings: Twee sitkamers, twee badkamers, twee toilette, drie slaapkamers, kombuis, motorafdak en oprit, alles onder 'n teëldak en omring met baksteenmure.

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

Gedateer te Kempton Park hierdie 6de dag van Junie 1995.

M. M. Cowley, vir Johan Jacobs & Malcolm Moodie, Myrtlegebou, Tweede Verdieping, Wesstraat 23; Posbus 75, Kempton Park, 1620. (Tel. 970-1216.) (Verw. mev. Cowley/RG/LN1620.)

Saak 3277/95

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

In die saak tussen **NBS Bank Beperk,** Eksekusieskuldeiser, en **Dirk Johannes Matthyser,** Eerste Eksekusieskuldenaar, en **Susanna Petronella Matthyser,** Tweede Eksekusieskuldenaar

Ingevolge uitspraak in die Landdroshof, Kempton Park, en 'n lasbrief vir eksekusie gedateer 13 April 1995, die hiernagenoemde eiendom op Donderdag, 27 Julie 1995 om 10:00, by die Balju se kantore te Parkstraat 8, Kempton Park, verkoop word per publieke veiling aan die hoogste bieder op die verkoopvoorwaardes wat deur die Afslaer uitgelees sal word net voor die veiling en welke verkoopvoorwaardes nagegaan kan word te die Baljukantore, Parkstraat 8, Kempton Park:

Erf 661, Birchleigh-dorpsgebied, Registrasieafdeling IR, Transvaal, groot 1 041 vierkante meter, ook bekend as Boababstraat 20, Birchleigh, Kempton Park, gehou onder Titelakte T17294/91.

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

Verbeterings: Sitkamer, twee badkamers, eetkamer, twee toilette, drie slaapkamers, motorhuis, kombuis, 'n oprit en alles onder 'n geteëlde dak, omring deur betonmure.

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

Gedateer te Kempton Park hierdie 13de dag van Junie 1995.

M. M. Cowley, vir Johan Jacobs & Malcolm Moodie, Myrtlegebou, Tweede Verdieping, Wesstraat 23; Posbus 75, Kempton Park, 1620. (Tel. 970-1216.) (Verw. mev. Cowley/RG/LN1845.)

Case 10410/95
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 **Lubbe, Gideon Cornelius,** 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 28 July 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 62, situated in the Township of Tenacre Agricultural Holdings, Registration Division IQ, Transvaal; being 62 Second Street, Tenacre Agricultural Holdings, Randfontein, measuring 2,0329 (two comma nought three two 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, family room, three bedrooms, bathroom with outbuildings with similar construction comprising of three carports, servant's room and two store-rooms.

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 June 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/L308.)

Case 925/94
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 **Kendall, Gordon David,** First Execution Debtor, and **Kendall, Mary-Jane Suzette,** 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 South, on 31 July 1995 at 10:00, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff, Germiston South, Du Pesanie Building, 72 Joubert Street, Germiston, prior to the sale:

Certain: Erf 734, situated in the Township of Dinwiddie, Registration Division IR, Transvaal; being 47 Cardiff Street, Dinwiddie, Germiston, measuring 773 (seven 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 tiled roof, comprising kitchen, lounge/dining-room, three bedrooms, bathroom with outbuildings with similar construction comprising of a garage, servant's room and toilet.

Terms: 10% (ten per centum) of the purchase price in cash on the day of sale, the balance payable against registration of transfer, to be secured by a bank 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 June 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/K189.)

Case 10381/95
PH 388

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

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Kleynhans, Robert James,** First Defendant, and **Kleynhans, Anna Johanna Susanna,** Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of the Sheriff of the Supreme Court, 182 Progress Road, Technikon, Roodepoort, on Friday, 28 July 1995 at 10:00, of the undermentioned property of the Defendants on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff of the Supreme Court prior to the sale:

Certain: Erf 1064, Florida Park Extension 5, Township, Registration Division IQ, Transvaal, area 1 046 (one thousand and forty-six) square metres, situation 2 Phoebe Street, Florida Park Extension 5.

Improvements (not guaranteed): A house under tiled roof consisting of four bedrooms, two bathrooms, kitchen, lounge, dining-room, servant's quarters, double garage with precast walls around property.

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

Dated at Johannesburg on this 20th day of June 1995.

F. R. J. Jansen, for Jansen & Potter, Plaintiff's Attorneys, 25th Floor, Carlton Centre, Commissioner Street, Johannesburg. (Tel. 331-8535.) (Ref. Foreclosures Z404.)

Case 08113/95
PH 388

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Pienaar, David Leslie,** Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of the Sheriff of the Supreme Court, 182 Progress Road, Technikon, Roodepoort, on Friday, 28 July 1995 at 10:00, of the undermentioned property of the Defendant on conditions to be read out by the aucioneer 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 430, Fleurhof Township, Registration Division IQ, Transvaal, area 813 (eight hundred and thirteen) square metres, situation 43 Ketel Avenue, Fleurhof.

Improvements (not guaranteed): A house under tiled roof consisting of three bedrooms, two bathrooms, kitchen, lounge, double garage, servant's toilet with brick walls around property.

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

Dated at Johannesburg on this 20th day of June 1995.

F. R. J. Jansen, for Jansen & Potter, Plaintiff's Attorneys, 25th Floor, Carlton Centre, Commissioner Street, Johannesburg. (Tel. 331-8535.) (Ref. Foreclosures Z497.)

Case 9221/95
PH 388

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Weyers, Elaine Elizabeth,** 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, 40 Park Avenue, Randfontein, on Friday, 28 July 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: Plot 88, Hillside Agricultural Holdings, Registration Division IQ, Transvaal, area 1,7111 (one comma seven one one one) hectares, situation Plot 88, Hillside.

Improvements (not guaranteed): A house under iron roof consisting of four bedrooms, two bathrooms, two toilets, kitchen, lounge, dining-room, study, double garage, two outside rooms, carport, swimming-pool with wire fence around property.

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

Dated at Johannesburg on this 21st day of June 1995.

F. R. J. Jansen, for Jansen & Potter, Plaintiff's Attorneys, 25th Floor, Carlton Centre, Commissioner Street, Johannesburg. (Tel. 331-8535.) (Ref. Foreclosures Z502.)

Saak 6103/95

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **ABSA Bank Beperk,** Eiser, en **Susan Groenewald,** Eerste Verweerder, en **Alexander Groenewald,** Tweede Verweerder

'n Verkoping in eksekusie word gehou deur die Balju, Thabazimbi, op Vrydag, 28 Julie 1995 om 10:00, voor die Landdroskantore, Vierde Laan, Thabazimbi, van die volgende vaste eiendom:

Een derde aandeel van en in Gedeelte 4 van die plaas Groothoek 278, Registrasieafdeling KQ, Transvaal, groot 374,4308 hektaar, gehou kragtens Akte van Transport T29467/1982, en bestaan uit die volgende: Drieslaapkamerwoonhuis, woonstel met twee slaapkamers, badkamer, stoor, afdakke, voorafvervaardigde motorhuis, swembad, boorgat en veewerend omhein.

Die eiendom is gesoneer vir landboudoeleindes.

Besonderhede van die verbeterings op die eiendom word hierbo verstrek, maar nie gewaarborg deur die Eksekusieskuldeiser of Balju nie.

Besigtig verkoopvoorwaardes by Balju, Van der Bijlstraat 61, Thabazimbi.

Tim du Toit & Kie Ingelyf. (Tel. 320-6753.) (Verw. Beukes/LB.)

Case 05707/94
PH 232

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **The Southern Life Association Limited,** Plaintiff, and **Mogoai, Francina Adelaide Maletse Ma,** Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above suit, a sale without reserve will be held at the offices of the Sheriff, 131 Marshall Street, Johannesburg, on Thursday, 27 July 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 of Johannesburg:

The property is described as follows: Erf 126, Dube Township, Registration Division IQ, Transvaal, situated at 126 Eshowe Street, Dube Village, Johannesburg, measuring in extent 278 square metres, held under Deed of Transfer TL45330/1991. Dwelling, being a house constructed of brick under IBR sheeting, consisting of three bedrooms, lounge, dining-room, kitchen and bathroom with shower.

1. The terms are 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.

2. Auctioneer's charges payable to the Sheriff 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). Plus VAT at the rate of 14% (fourteen per cent) thereon.

Dated at Johannesburg this 15th day of June 1995.

Edward Nathan & Friedland Inc., Plaintiff's Attorneys, 23rd Floor, Sanlam Centre, 206/214 Jeppe Street; P.O. Box 3370, Johannesburg, 2000. [Tel. (011) 337-2100.] (Ref. L. G. Mazwai.)

Case 16908/94
PH 232

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **African Life Property Holdings (Pty) Limited,** Execution Creditor, and **Mnguni, Linda Andrew,** Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above suit, a sale without reserve will be held at the offices of the Sheriff, 131 Marshall Street, Johannesburg, on Thursday, 27 July 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 of Johannesburg:

The property is described as follows: Lot 546, Protea North Township, Registration Division IQ, Transvaal, situated at 546 Protea North Township, Johannesburg, measuring in extent 280 square metres, held under Certificate of Title TL27479/89. Dwelling, being a house constructed of brick under IBR sheeting, consisting of three bedrooms, lounge, dining-room, kitchen and bathroom with shower.

1. The terms are 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.

2. Auctioneer's charges payable to the Sheriff 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). Plus VAT at the rate of 14% (fourteen per cent) thereon.

Dated at Johannesburg this 15th day of June 1995.

Edward Nathan & Friedland Inc., Plaintiff's Attorneys, 23rd Floor, Sanlam Centre, 206/214 Jeppe Street; P.O. Box 3370, Johannesburg, 2000. [Tel. (011) 337-2100.] (Ref. L. G. Mazwai.)

Case 8365/94
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 **Mvelase, Simon,** 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 27 July 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 2079, situated in the Township of Protea Glen Extension 1, Registration Division IQ, Transvaal, being Site 2079, Protea Glen Extension 1, Soweto, measuring 506 (five hundred and six) square metres.

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

Terms: 10% (ten per cent) of the purchase price in cash on the day of sale, the balance payable against registration of transfer, to be secured by a bank or building society or other acceptable guarantee to be furnished within 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 22nd day of June 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/M819.)

Case 23/95
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 **Matthews, Fuad,** First Execution Debtor, and **Matthews, Faiza,** 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 27 July 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 West, 32 Von Brandis Street, Johannesburg, prior to the sale:

Certain: Erf 873, situated in the Township of Crosby, Registration Division IQ, Transvaal, being 96 Lismore Street, Crosby, Johannesburg, measuring 578 (five hundred and seventy-eight) square metres.

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

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

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

Auctioneer's charges, payable on the day of sale to be calculated as follows:

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

Dated at Johannesburg this 22nd day of June 1995.

Ramsay, Webber and Company, Plaintiff's Attorneys, Fifth Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/avb/M989.)

Case 5641/95
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 **Kieswetter, Jessica,** 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 3 August 1995 at 10:00 of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff, Johannesburg East, 131 Marshall Street, Johannesburg, prior to the sale:

Certain: Erf 121, situated in the Township of Kensington, Registration Division IR, Transvaal, being 25 Benbow Street, Kensington, Johannesburg, measuring 496 (four hundred and ninety-six) square metres.

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

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

Terms: (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 22nd day of June 1995.

B. W. Webber, for Ramsay, Webber and Company, Plaintiff's Attorney, Fifth Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/fp/K260.)

Case 14331/94
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 **Litsoane Ramohapi Leslie,** 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 3 August 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 2519, situated in the Township of Protea Glen Extension 2, Registration Division IQ, Transvaal, being 2519 Protea Glen Extension 2, Soweto, measuring 276 (two hundred and seventy-six) square metres.

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

A detached single-storey brick built residence with tiled roof, comprising kitchen, lounge/dining-room, two bedrooms and 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 22nd day of June 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/L258.)

Case 17/95
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 **Nyathi Tony Themba,** 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 Sheriffs Office, Boksburg, on 28 July 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 Leeupoort Street, Boksburg, prior to the sale:

Certain: All right, title and interest in the leasehold in respect of Erf 1020, situated in the Township of Vosloorus Extension 2, Registration Division IR, Transvaal, being 1020 Shimusi Street, Vosloorus Extension 2, Boksburg, measuring 354 (three hundred and fifty-four) square metres.

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

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

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

Auctioneer's charges, payable on the day of sale to be calculated as follows:

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

Dated at Johannesburg this 22nd day of June 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/N302.)

Case 6111/95
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 **Khathi, Robert,** First Execution Debtor, and **Thothela, Prudence,** 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 28 July 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: Lot 18285, situated in the Township of Vosloorus Extension 25, Registration Division IR, Transvaal, being 18285 Vosloorus Extension 25, Boksburg, measuring 260 (two hundred and sixty) square metres.

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

A detached single-storey brick built residence with tiled roof, comprising kitchen, lounge/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 22nd day of June 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/K263.)

Case 26263/94
PH 104

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **The Standard Bank of S.A. Ltd,** Execution Creditor, and **Coetzee, Willem Petrus,** First Execution Debtor, and **Coetzee, Petronella Magrietha,** 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 28 July 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 Roodepoort's Office, 182 Progress Road, Technicon, Roodepoort, prior to the sale:

Certain: Section 5, as shown and more fully described on Sectional Plan SS12/1993 in the scheme known as La Crete, situated in the Township of Florida Extension; being Flat 5, La Crete, corner of Goldman and Ninth Avenues, Florida Extension, Roodepoort.

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 109 (one hundred and nine) square metres.

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

A simplex flat with tiled roof, comprising of kitchen, lounge/dining-room, separate toilet, two bedrooms, bathroom 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 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 June 1995.

B. W. Webber, for Ramsay, Webber and Company, Plaintiff's Attorneys, Fifth Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/bt/C.233.)

Case 1703/95

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

In the matter between **ABSA Bank Ltd,** Plaintiff, and **J. C. and M. S. Albertyn,** Defendants

In terms of a judgment of the Magistrate's Court for the District of Rustenburg and a writ of execution dated 16 May 1995, a sale by public auction without a reserve price will be held at 28 July 1995 at 11:00, in the forenoon in front of the Magistrate's Court, Rustenburg, on conditions which will be read out by the auctioneer at the time of the sale and which conditions will lie for inspection at the offices of the Sheriff of the Magistrate's Court, 30 Smits Avenue, Rustenburg, the Clerk of the Court, Magistrate's Court, Rustenburg, and Kloof Auctioneers, c/o Van Velden-Duffey, Second Floor, Biblio Plaza, corner of Van Staden and Smit Streets, Rustenburg, of the following property owned by the Defendants:

Portion 1 of Erf 744, Rustenburg, Registration Division JQ, Transvaal, measuring 952 square metres, held under Deed of Transfer T53117/91, known as 46 Ridder Street, Rustenburg.

The following particulars are furnished but not guaranteed:

Entrance hall, lounge, dining-room, family room, kitchen, three bedrooms, bathroom, double garage, servant's room with toilet and floors covered with carpets and vinyl tiles.

Terms:

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

Dated at Rustenburg this 13th day of June 1995.

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

Case 19610/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **The Standard Bank of SA Limited,** Plaintiff, and **Haswell, Robert John,** Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned matter, a sale with a reserve price of R15 768,47 (fifteen thousand seven hundred and sixty-eight rand and forty-seven cents) will be held at the offices of the Sheriff, Johannesburg Central, 131 Marshall Street, Johannesburg, on Thursday, 27 July 1995 at 10:00, of the undermentioned property of the Defendant on the conditions to be read out by the auctioneer at the offices of the Sheriff, Johannesburg Central, prior to the sale:

Section 128, Preston Place, Berea Township, Johannesburg Local Authority, being Flat 903, Preston Place, 33 Alexandra Street, Berea, measuring 78 (seventy-eight) sqaure metres, held under certificate of Registered Title ST5477/1983, bonded in favour of SA Perm under Bond SB4788/1983.

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

A flat comprising lounge, dining-room, bedroom, kitchen, bathroom and separate toilet.

Terms:

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

Auctioneer's charges, payable on the day of the sale, to be calculated as follows:

5% (five per 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 the Plaintiff.

Dated at Johannesburg on this the 6th day of June 1995.

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.)

Saak 234/94

IN DIE LANDDROSHOF VIR DIE DISTRIK PHALABORWA GEHOU TE PHALABORWA

In die saak tussen **ABSA Bank Beperk,** Eiser, en **N. W. Botha,** Verweerder

Ingevolge 'n vonnis van bogenoemde Agbare Hof en 'n lasbrief vir eksekusie, sal die onderstaande eiendom verkoop word voor die Landdroshof, Delvillestraat, Witbank, op 28 Julie 1995 om 10:00, sonder reserwe, en aan die hoogste bieder:

Erf 9, Tasbetpark, Witbank, Registrasieafdeling JS, Transvaal, groot 1 054 vierkante meter, gehou kragtens Akte van Transport T23537/90 en onderworpe aan die voorwaardes daarin vermeld.

Verbeterings (die korrektheid van die inligting en die verbeterings word nie gewaarborg nie): Drieslaapkamer steenhuise onder teëldak met twee badkamers, kombuis, sitkamer en eetkamer. Buitegeboue bestaan uit dubbele motorhuis, bediendekamer en toilet.

Die vernaamste verkoopvoorwaardes van die verkoping is:

1. Tensy reëlings voor die verkoping met die Eiser getref is, sal die koper 'n deposito van 10% (tien persent) van die koopprys, of R1 000 (eenduisend rand), wat ookal die meeste is, onmiddellik na die verkoping, in kontant betaal en vir die balans en rente, moet die koper die Balju binne 21 (een-en-twintig) dae na datum van verkoping, van 'n goedgekeurde bank- of bouvereningingwaarborg voorsien.

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

2.1 Die Wet op Landdroshowe en die reëls daarvan;

2.2 die voorwaardes van die titelakte;

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

Geteken te Pahalaborwa op die 19de dag van Junie 1995.

P. C. Kuun, vir Coetzee & Van der Merwe, Mediese Sentrum, Posbus 217, Phalaborwa, 1390. (Verw. mnr. Kuun/rh.)

Saak 7252/95

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **Saambou Bank Beperk,** voorheen bekend as Saambou Nasionale Bouvereniging Beperk, Eiser, en **Theodorus Cornelius Kritzinger,** Verweerder

Kennis word hiermee gegee dat ingevolge 'n uitspraak van die Hooggeregshof van Suid-Afrika (Transvaalse Provinsiale Afdeling), in bogemelde saak op 10 Mei 1995, en ter uitvoering aan 'n lasbrief tot uitwinning sal die Balju, Kempton Park, op 27 Julie 1995 om 10:00, te Parkstraat 8, Kempton Park, verkoop:

Sekere Erf 899, Birchleigh-dorpsgebied, Registrasieafdeling IR, Transvaal, met straatadres bekend as Kamferhoutstraat 18, Birchleigh, groot 992 (negehonderd twee-en-negentig) vierkante meter.

Die eiendom is verbeter en bestaan uit 'n woonhuis bestaande uit 'n sitkamer, eetkamer, vyf slaapkamers, drie badkamers, drie toilette, familie/TV kamer, kombuis, twee motorhuise en swembad.

Die koper moet 'n deposito van 10% (tien persent) van die koopprys, Balju se fooie, enige statutêre belasting asook agterstallige erfbelastings betaal op die dag van die verkoping, die balans betaalbaar teen transport en verseker te word deur 'n waarborg van 'n bank of bouvereniging wat deur die Eiser se prokureur goedgekeur is die waarborg aan die Balju binne 14 (veertien) 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 te Parkstraat 8, Kempton Park.

Dyason, Prokureurs vir Eiser, Leopont, Kerkstraat-Oos 451, Pretoria. [Tel. 322-8600.] [Verw. T. du Plessis/AN (FF 0437).]

Saak 7203/95

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **Saambou Bank Beperk,** Eiser, en **Rhonell Alberts,** Verweerder

Kennis word hiermee gegee dat ingevolge 'n uitspraak van die Hooggeregshof van Suid-Afrika (Transvaalse Provinsiale Afdeling), in bogemelde saak op 4 Mei 1995, en ter uitvoering aan 'n lasbrief tot uitwinning sal die Balju, Boksburg, op 28 Julie 1995 om 11:15, te Leeuwpoortstraat 182, Boksburg, verkoop:

Sekere Erwe 1105, 1502 en 1579, Boksburg-dorpsgebied, Registrasieafdeling IR, Transvaal, met straatadres bekend as Frerestraat 36, Boksburg.

Groot: Erf 1105: 471 (vierhonderd een-en-sewentig) vierkante meter.

Erf 1502: 282 (tweehonderd twee-en-tagtig) vierkante meter.

Erf 1579: 400 (vierhonderd) vierkante meter.

Die eiendom is verbeter en bestaan uit 'n woonhuis bestaande uit 'n sitkamer, gesinskamer, toe stoep, drie slaapkamers, badkamer/toilet, werkskamer, kombuis, opwas, motorhuis, bediendetoilet en stoor.

Die koper moet 'n deposito van 10% (tien persent) van die koopprys, Balju se fooie, enige statutêre belasting asook agterstallige erfbelastings betaal op die dag van die verkoping, die balans betaalbaar teen transport en verseker te word deur 'n waarborg van 'n bank of bouvereniging wat deur die Eiser se prokureur goedgekeur is die waarborg aan die Balju binne 14 (veertien) 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 te Leeuwpoortstraat 182, Boksburg.

Dyason, Prokureurs vir Eiser, Leopont, Kerkstraat-Oos 451, Pretoria. [Tel. 322-8600.] [Verw. T. du Plessis/AN (FF 0438).]

Saak 7198/95

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **Saambou Bank Beperk,** Eiser, en **Rivers Donald Manzini,** Eerste Verweerder, en **Sizzy Mihloti Manzini,** Tweede Verweerderes

Kennis word hiermee gegee dat ingevolge 'n uitspraak van die Hooggeregshof van Suid-Afrika (Transvaalse Provinsiale Afdeling), in bogemelde saak op 4 Mei 1995, en ter uitvoering aan 'n lasbrief tot uitwinning sal die Balju, Boksburg, op 28 Julie 1995 om 11:15, te Leeuwpoortstraat 182, Boksburg, verkoop:

Sekere Erf 1964, Dawn Park-uitbreiding 30-dorpsgebied, Registrasieafdeling IR, Transvaal, beter bekend as Theunissen-straat 14, Dawn Park, groot 800 (agthonderd) vierkante meter.

Die eiendom is verbeter en bestaan uit 'n woonhuis bestaande uit 'n sitkamer, drie slaapkamers, badkamer en kombuis.

Die koper moet 'n deposito van 10% (tien persent) van die koopprys, Balju se fooie, enige statutêre belasting asook agterstallige erfbelastings betaal op die dag van die verkoping, die balans betaalbaar teen transport en verseker te word deur 'n waarborg van 'n bank of bouvereniging wat deur die Eiser se prokureur goedgekeur is die waarborg aan die Balju binne 14 (veertien) 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 te Leeuwpoortstraat 182, Boksburg.

Dyason, Prokureurs vir Eiser, Leopont, Kerkstraat-Oos 451, Pretoria. [Tel. 322-8600.) [Verw. T. du Plessis/AN (FF 0377).]

Saak 7185/95

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **Saambou Bank Beperk,** voorheen bekend as Saambou Nasionale Bouvereniging Beperk, Eiser, en **Malcolm Eduardo Monteiro,** Verweerder

Kennis word hiermee gegee dat ingevolge 'n uitspraak van die Hooggeregshof van Suid-Afrika (Transvaalse Provinsiale Afdeling), in bogemelde saak op 5 Mei 1995, en ter uitvoering aan 'n lasbrief tot uitwinning sal die Balju, Boksburg, op 28 Julie 1995 om 11:15, te Leeuwpoortstraat 182, Boksburg, verkoop:

Sekere Erf 742, Boksburg-Noord-uitbreiding-dorpsgebied, Registrasieafdeling IR, Transvaal, met straatadres bekend as Sesde Straat 62, Boksburg-Noord, groot 743 (sewehonderd drie-en-veertig) vierkante meter.

Die eiendom is verbeter en bestaan uit 'n woonhuis bestaande uit 'n ingangsportaal, sitkamer, drie slaapkamers, badkamer/toilet, kombuis, spens, opwas, bediendekamer en buite toilet.

Die koper moet 'n deposito van 10% (tien persent) van die koopprys, Balju se fooie, enige statutêre belasting asook agterstallige erfbelastings betaal op die dag van die verkoping, die balans betaalbaar teen transport en verseker te word deur 'n waarborg van 'n bank of bouvereniging wat deur die Eiser se prokureur goedgekeur is die waarborg aan die Balju binne 14 (veertien) 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 te Leeuwpoortstraat 182, Boksburg.

Dyason, Prokureurs vir Eiser, Leopont, Kerkstraat-Oos 451, Pretoria. [Tel. 322-8600.) [Verw. T. du Plessis/AN (FF 0418).]

Case 1305/94
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 **Kubhayi, Magugu Anthony,** 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 28 July 1995 at 14:15, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the Magistrate's Court, Randfontein, Pollock Street, Randfontein, prior to the sale:

Certain: All right, title and interest in and to the leasehold in respect of Erf 4513, situated in the Township of Mohlakeng Extension 3, Registration Division IQ, Transvaal, being 4513/R Motlana Street, Mohlakeng Extension 3, Randfontein.

Measuring: 460 (four hundred and sixty) square metres.

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

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

Terms: 10% (ten per centum) of the purchase price in cash on the day of sale, the balance payable against registration of transfer, to be secured by a bank 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 20th day of June 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/K191.)

Case 5298/95
PH 104

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **The Standard Bank of S.A. Ltd,** Execution Creditor, and **Pienaar, Willem Johannes Meintjes,** Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office, Alberton, on 1 August 1995 at 10:00, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff, Alberton, First Floor, Terrace Building, Terrace Street, New Redruth, Alberton, and at the Magistrate's Court, prior to the sale:

Certain: Erf 825, situated in the Township of Florentia Extension 1, Registration Division IR, Transvaal, being 37 Schoeman Street, Florentia Extension 1, Alberton.

Measuring: 796 (seven hundred and ninety-six) square metres.

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

A detached single storey brick built residence with iron roof, comprising kitchen, lounge/dining-room, entrance hall, study, two separate toilets, separate shower, four bedrooms, bathroom with outbuildings with similar construction comprising of garage, servant's room and toilet.

Terms: 10% (ten per 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 20th day of June 1995.

B. W. Webber, for Ramsay, Webber & Company, Plaintiff's Attorneys, Fifth Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/bt/P.276.)

Case 5545/95
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 **Jantjies, Kosie,** First Execution Debtor, and **Roets, Michiel Christoffel,** 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, Nigel, on 28 July 1995 at 09:00, of the undermentioned property of the Defendants on the conditions which will lie for inspection in the Magistrate's Court, Kerk Street, Nigel, prior to the sale:

Certain: Erf 1406, situated in the Township of Dunnottar, Registration Division IR, Transvaal, being 18 Mac William Road, Dunnottar, Nigel.

Measuring: 1 983 (one thousand nine hundred and eighty-three) square metres.

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

A detached single storey brick built residence with tiled roof, comprising kitchen, lounge/dining-room, entrance hall, separate toilet, three bedrooms, bathroom with outbuildings with similar construction comprising of garage, two carports, shower, toilet and store-room.

Terms: 10% (ten per centum) of the purchase price in cash on the day of sale, the balance payable against registration of transfer, to be secured by a bank or building society or other acceptable guarantee to be furnished within 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 June 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/J.142.)

Case 10292/95
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 **Ngwenya, Mbuzeni Michael,** First Execution Debtor, and **Mohalanyane, Junior Dorah,** 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 28 July 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, interest in and to the leasehold in respect of Erf 20573, situated in the Township of Vosloorus Extension 30, Registration Division IR, Transvaal, being 20573 Vosloorus Extension 30, Boksburg.

Measuring: 182 (one hundred and eighty-two) square metres.

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

A detached single storey brick built residence with tiled roof, comprising kitchen, lounge/dining-room, 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 20th day of June 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/N346.)

Case 11148/95
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 **Scheepers, Jurie Cornelius,** 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 2 August 1995 at 10:00, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff, Krugersdorp, 22B Klagburn Court, corner of Olckerse and Rissik Streets, Krugersdorp, prior to the sale:

Certain: Erf 275, situated in the Township of Burgershoop, Registration Division IQ, Transvaal, being 38 Rosenburg Street, Burgershoop, Krugersdorp.

Measuring: 248 (two hundred and forty-eight) square metres.

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

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

Terms: 10% (ten per centum) of the purchase price in cash on the day of sale, the balance payable against registration of transfer, to be secured by a bank or building society or other acceptable guarantee to be furnished within 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 June 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.678.)

Case 11723/95
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 **Setwaba, Sebuti Godfrey,** 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 1 August 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 Lot 3088, situated in the Township of Likole Extension 1, Registration Division IR, Transvaal, being 3088 Likole Extension 1, Katlehong, Alberton.

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, 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 20th day of June 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/S679.)

Case 6252/95
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 **Lloyd, Barry Poundley,** 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 2 August 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: Portion 6 of Erf 59, situated in the Township of Krugersdorp, Registration Division IQ, Transvaal, being 40 Kingdon Street, Krugersdorp.

Measuring: 476 (four hundred and seventy-six) square metres.

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

A detached single storey brick built residence with iron roof, comprising kitchen, lounge/dining-room, pantry, two bedrooms, bathroom with outbuildings with similar construction comprising of a garage, servant's room, toilet and two store-rooms.

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 20th day of June 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/L301.)

Case 9266/95
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 **Monki, Petros Pieter,** Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office, Springs, on 28 July 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: All right, title and interest in the leasehold in respect of Erf 13624, situated in the Township of kwaThema Extension 2, Registration Division IR, Transvaal, being 13624 kwaThema Extension 2, Springs, measuring 300 (three hundred) square metres.

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

Terms: 10% (ten per centum) of the purchase price in cash on the day of sale, the balance payable against registration of transfer, to be secured by a bank, building society or other acceptable guarantee to be furnished within fourteen (14) days from 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 20th day of June 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/M1108.)

Case 30410/94
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 **Metcalfe, Michael John,** 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 25 July 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 Remaining Extent of Erf 2140, situated in the Township of Randparkrif Extension 22, Registration Division IQ, Transvaal, being 29 Duiker Street, Randparkrif Extension 22, Randburg, measuring 711 (seven 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, three bedrooms and bathroom.

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

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

Dated at Johannesburg this 20th day of June 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/M964.)

Case 8642/95
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 **Muofhe, Mahlodi Samuel,** First Execution Debtor, and **Muofhe, Joyce Thembi,** 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 27 July 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 214, situated in the Township of Cyrildene, Registration Division IR, Transvaal, being 12 Finger Street, Cyrildene, Johannesburg, measuring 1 115 (one thousand one hundred and fifteen) square metres.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: A detached double storey brick built residence with tiled roof, comprising kitchen, lounge/dining-room, family room, bar area, three bedrooms, two bathrooms with outbuildings with similar construction comprising of double garage, servants' quarters, 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, 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 20th day of June 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/M1097.)

Case 6616/95

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

In the matter between **Standard Bank,** Plaintiff, and **Ann Maria Wilhelmy,** Defendant

In execution of a judgment of the Supreme Court of South Africa (Transvaal Provincial Division) in the above-mentioned suit, the following property without a reserve will be sold in execution to the highest bidder, to be held on 28 July 1995 at 11:00, at the office of the Sheriff, Wonderboom, Portion 83, De Onderstepoort (just north of Sasko Mills, old Warmbaths Road, Bon Accord):

Portion 56 (a portion of Portion 15) of the farm Strydfontein 306, Registration Division JR, Transvaal, measuring 9,4890 (nine comma four eight nine naught) square metres, held by the Defendant under Deed of Transfer T7430/91 and Deed of Transfer T47150/88, situated at 56 Farm Strydfontein 306 JR.

The following information is furnished, though in this respect nothing is guaranteed: Dwelling-house with tiled roof, consisting of three bedrooms, lounge, kitchen, bathroom and toilet.

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

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

D. Fourie, for MacRobert De Villiers Lunnon & Tindall Inc., 348 Standard Bank Centre, 291 Church Street, Pretoria. (Tel. 325-1501.) (Ref. L435831/ldw.)

Saak 5199/95

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

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

Geliewe kennis te neem dat in opvolging van 'n vonnis in bogemelde aksie toegestaan op 11 April 1995, sal die ondergemelde onroerende eiendom, geregistreer in die naam van die Verweerder, sonder 'n reserweprys, deur die Balju in eksekusie verkoop word op 20 Julie 1995 om 10:00:

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

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

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

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

Toestemmingsgebruik: Duet vir woondoeleindes.

Gedateer te Pretoria op hierdie 20ste dag van Junie 1995.

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

Saak 14920/89

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Witwatersrandse Plaaslike Afdeling)

In die saak tussen **ABSA Bank Beperk** (Allied Bank Divisie), Eiser, en **Wagner, Alida Margarette,** 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 27 Julie 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 1018, Rosettenville-uitbreiding-dorpsgebied, Registrasieafdeling IR, Transvaal, en ook bekend as Mainstraat 59, Rosettenville-uitbreiding, grootte 520 m^2 (vyf twee nul) vierkante meter.

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

Hoofgebou: Sitkamer, drie slaapkamers, kombuis en badkamer/toilet.

Buitegeboue: Motorhuis, bediendekamer/toilet, swembad/filter en muuromheinings.

Konstruktueer: Baksteen met sink.

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

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

Gedateer te Johannesburg op hede die 19de dag van Junie 1995.

Rossouws Prokureurs, Eiser se Prokureurs, Negende Verdieping, Atkinsonhuis, Eloff- en Albertstraat; Posbus 1588, Johannesburg. (Tel. 334-2727.) (Verw. Rossouw/cw/04/A8255E.)

Case 8972/95
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 **Mchunu, Collen,** 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 28 July 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 17995, situated in the Township of Vosloorus Extension 25, Registration Division IR, Transvaal, being 17995 Vosloorus Extension 25, Boksburg, measuring 256 (two hundred and fifty-six) square metres.

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

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

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

Dated at Johannesburg this 19th day of June 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/M1102.)

Case 4178/95

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

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Rankgelepe Lucas Moeletsi,** First Defendant, and **Maletshela Lettia Moeletsi,** Second Defendant

On 21 July 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 188, Vosloorus Extension 3, Registration Division IR, the Province of Pretoria–Witwatersrand–Vereeniging, situated at 188 Vosloorus Extension 3.

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

4. This 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, Boksburg, and will be read out prior to the sale.

Dated at Boksburg on this the 15th day of June 1995.

C. M. Klinkert, for Tuckers Inc., Permanent Building, Commissioner Street, Boksburg. (Tel. 892-3400.) (Ref. Mrs L. Pinheiro/H06001.)

Saak 6605/95

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **Saambou Bank Beperk,** Eiser, en **Andrew Mark Wreyford,** Verweerder

Kennis word hiermee gegee dat ingevolge 'n uitspraak van die Hooggeregshof van Suid-Afrika (Transvaalse Provinsiale Afdeling), in bogemelde saak op 5 Mei 1995, en ter uitvoering van 'n lasbrief tot uitwinning sal die Balju, Pretoria Sentraal, op 25 Julie 1995 om 10:00, te Verkooplokaal, Sinodalesentrum, Visagiestraat 234, Pretoria, verkoop:

Sekere Deel 14, soos getoon en vollediger beskryf op Deelplan SS105/84, in die skema bekend as Clarisa ten opsigte van die grond en gebou of geboue, geleë te Arcadia-dorpsgebied, Plaaslike Bestuur, Stadsraad van Pretoria, beter bekend as Clarisawoonstelle 14, Bayleylaan 4, Arcadia, groot 49 (nege-en-veertig) vierkante meter.

Sonering: Woonstel.

Die eiendom is verbeter en bestaan uit 'n woonstel bestaande uit 'n familiekamer, slaapkamer, badkamer/w.k. en 'n kombuis.

Die koper moet 'n deposito van 10% (tien persent) van die koopprys, Balju se fooie, enige statutêre belasting asook agterstallige erfbelastings betaal op die dag van die verkoping, die balans betaalbaar teen transport en verseker te word deur 'n waarborg van 'n bank of bouvereniging wat deur die Eiser se prokureur goedgekeur is die waarborg aan die Balju binne 14 (veertien) 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 te Messcor Huis, Margarethastraat 30, Riverdale.

Dyason, Prokureurs vir Eiser, Leopont, Kerkstraat-Oos 451, Pretoria. [Tel. 322-8600.) [Verw. T. du Plessis/AN (FF 0427).]

Saak 15770/94

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

In die saak tussen **Saambou Bank Beperk,** Vonnisskuldeiser, en **Marius Phillipus Steyn,** Eerste Vonnisskuldenaar, en **Fransiena Susarah Steyn,** Tweede Vonnisskuldenaar

As gevolg van 'n vonnis van die Landdroshof, Kempton Park, en 'n lasbrief gedateer 17 Februarie 1995, sal die volgende eiendom verkoop word in eksekusie op 27 Julie 1995 om 10:00, by die Baljukantoor, Parkstraat 8, Kempton Park, naamlik:

Gedeelte 2 van Hoewe 366, Bredell-landbouhoewes-uitbreiding 1, geleë te Shannonweg, Bredell-landbouhoewes-uitbreiding 1, grootte 9,902 vierkante meter.

Verkoopvoorwaardes:

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

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

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

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

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

Saak 12581/93

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

In die saak tussen **Saambou Bank Beperk,** Vonnisskuldeiser, en **Albert Stone,** Vonnisskuldenaar

As gevolg van 'n vonnis van die Landdroshof, Kempton Park, en 'n lasbrief gedateer 26 Mei 1995, sal die volgende eiendom verkoop word in eksekusie op 27 Julie 1995 om 10:00, by die Baljukantoor, Parkstraat 8, Kempton Park, naamlik:

Erf 339, Kempton Park-Wes, geleë te Cornerstraat 4, Kempton Park-Wes, grootte 664 vierkante meter.

Verkoopvoorwaardes:

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

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

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

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

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

Case 33493/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **NBS Bank Limited,** Plaintiff, and **Ford Ursula Theresa,** Defendant

In pursuance of a judgment in the Supreme Court (Witwatersrand Local Division) and writ of execution, the property listed hereunder which was attached on 8 June 1995, will be sold in execution on Thursday, 27 July 1995 at 10:00, in front of the offices of the Sheriff of the Supreme Court, 131 Marshall Street, Johannesburg, to the highest bidder:

Erf 944, Robertsham Township, Registration Division IR, Transvaal, in extent 973 (nine hundred and seventy-three) square metres, situated at 12 Huxton Road, Robertsham, Johannesburg.

The following improvements are reported to be on the property (but nothing is guaranteed): Residence, single-storey dwelling, detached, walls (brick and plaster), roof (tiled), floor (parquet and fitted carpets), rooms (lounge, dining-room, kitchen, three bedrooms, bathroom, shower and toilet), outbuildings (garage, two tanderm, servant, toilet and laundry), Boundary: Fenced and brick walls. Improvements: None.

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

Dated at Johannesburg on the 14th day of June 1995.

De Villiers & Co., Ninth Floor, NBS Building, corner of Market and Rissik Streets, Johannesburg. (Tel. 336-3913/4 336-3921/2/3.) (Ref. Mr Steyn/1300.) (Docex: DX.571.)

Case 991/94

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

In the matter between **Standard Bank of S.A. Limited,** Plaintiff, and **David Moonoosamy,** Defendant

Notice is hereby given that in terms of a warrant of execution, issued in the above-mentioned Court on 7 June 1994, the following property being:

Erf 229, Bakerton Extension 4 Township, Registration Division IR, Transvaal, measuring 1 069 square metres, 57 Honeysuckle Drive, Bakerton Extension 4, Springs, held under Deed of Transfer T39881/88, will be sold in execution on 21 July 1995 at 15:00, at the offices of the Sheriff, Magistrate's Court, 66 Fourth Street, Springs, to the highest bidder.

The following improvements appear to have been erected on the property, but is not guaranteed:

Improvements: Brick building, tiled roof, lounge, TV-room, kitchen, passage, three bedrooms, two toilets and double garage.

Conditions of sale: Payment of the purchase price will be by way of a cash deposit in the sum of 10% (ten per centum) of the purchase price on the date of sale, and the balance on the date of registration of transfer. The conditions of sale will lie for inspection with the relevant Sheriff, Magistrate's Court, prior to the sale for perusal of all parties interested.

Thus done and signed at Springs on this the 7th day of June 1995.

T. Kapp, for De Jager, Kruger & Van Blerk, Plaintiff's Attorneys, Second Floor, Sanlam Centre, Fourth Street, P.O. Box 1078, Springs, 1560. (Tel. 812-1455/6/7.)

Case 24113/91

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Eastern Province Building Society,** Execution Creditor, and **My Scene (Pty) Ltd,** Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above suit, a sale without reserve price will be held at the office of the Sheriff, Elna Randhof 9, corner of Selkirk and Blairgowrie Drives, Blairgowrie, Randburg, on 25 July 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 Elna Randhof 9, corner of Selkirk and Blairgowrie Drives, Blairgowrie, Randburg, during office hours:

Holding 319, North Riding Agricultural Holdings, Registration Division IQ, Transvaal, measuring 3,6282 hectares, situated at 319 Sunrise Avenue, North Riding.

The following information is furnished regarding the improvements, though in this respect nothing is guaranteed: Dwelling-house with usual outbuildings erected thereon.

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

Auctioneer's charges, payable on the day of 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 maximim fee of R6 000. Minimum charge R200 (two hundred rand).

D. Haasbroek, for Schwellnus Spies Haasbroek, Plaintiff's Attorneys, c/o 51 Biccard Street, Braamfontein. (Tel. 886-1800.) (Ref. Mr Haasbroek/bb H457 91.)

Case 2817/95

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

In the matter between **NBS Bank Limited** (Reg. No. 87/01384/06), Plaintiff, and **Sbusiso Joshua Khumalo,** Defendant

In pursuance of a judgment in the Court for the Magistrate of Boksburg, on 26 May 1995, and writ of execution issued pursuant thereto, the property listed hereunder will be sold in execution on 28 July 1995 at 11:15, at the office of the Sheriff, 182 Leeuwpoort Street, Boksburg, to the highest bidder:

Certain all the right, title and interest in the leasehold in respcet of Erf 12913, Vosloorus Extension 23 Township, Registration Division IR, Transvaal, situated on Erf 12913, Vosloorus Extension 23, in the Township of Vosloorus Extension 23, District of Boksburg, measuring 334 (three hundred and thirty-four) square metres.

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

Building built of brick, plaster and paint, tiled roof, comprising lounge, kitchen, three bedrooms, bathroom and toilet.

Improvements: Screen walling, wire fence and brick paving.

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

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

Dated at Boksburg on this the 20th day of June 1995.

Hammond Pole & Dixon Inc., Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 917-4631.) (Ref. N00290/Mrs Kok.)

Case 4268/95

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

In the matter between **NBS Bank Limited** (Reg. No. 87/01384/06), Plaintiff, and **William Lang Wilson,** First Defendant, and **Gail Elizabeth Wilson,** Second Defendant

In pursuance of a judgment in the Court for the Magistrate of Germiston, on 10 May 1995 and writ of execution issued pursuant thereto, the property listed hereunder will be sold in execution on 27 July 1995 at 10:00, at the office of the Sheriff, Fourth Floor, Standard Towers, President Street, Germiston, to the highest bidder:

Certain Erf 94, Senderwood Extension 1 Township, Registration Division IR, Transvaal, situated at 4 Donne Avenue, Senderwood Extension 1, in the Township of Senderwood Extension 1, District of Bedfordview, measuring 3 898 (three thousand eight hundred and ninety-eight) square metres.

The following improvements are reported to be on the property, but nothing is guaranteed: Building built of brick, plaster and paint, tiled roof residence comprising entrance hall, lounge, dining-room, study, bar, jacuzzi, family room, guest w.c., kitchen, scullery, four bedrooms, two bathrooms, two showers, two w.c.'s, garage and carport. *Outbuildings:* Cottage consisting of bedroom, bathroom, kitchen and guest w.c. Swimming-pool.

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, Bedfordview.

Dated at Germiston on this the 20th day of June 1995.

Hammond Pole & Dixon Inc., Plaintiff's Attorneys, Domicilium Building, 10 Bloem Street, Boksburg; c/o Mark Yammin Hammond & Partners, Seventh Floor, Bedford Centre, Germiston. (Tel. 917-4631.) (Ref. N00314/Mrs Kok.)

Case 26365/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **NBS Bank Limited,** Plaintiff, and **Rowland, Kevin Alexander,** First Defendant, and **Rowland, Caroline June,** Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the offices of the Deputy Sheriff, Germiston South, at the office of the Sheriff, 74 Joubert Street, Germiston South, on 31 July 1995 at 10:00, of the undermentioned property of the Defendants on the conditions to be read out by the Sheriff at the time of the sale and which conditions may be inspected at the offices of the Deputy Sheriff, Germiston South, prior to the sale:

Certain Erf 50, Rondebult Township, Registration Division IR, Transvaal, situated at 14 Katberg Street, Rondebult, Germiston, being the *domicilium citandi et executandi,* measuring 991 (nine hundred and ninety-one) square metres.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: Building built of bricks, plaster and paint, tiled roof, comprising entrance hall, lounge, dining-room, TV-room, kitchen, three bedrooms, one and a half bathrooms, shower and two w.c.'s. *Outbuildings:* Garage and servant's w.c. 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. Auctioneer's charges, payable on the day of the sale, to be paid by the purchaser.

Dated at Johannesburg on this 20th day of June 1995.

Hammond Pole & Dixon Inc., c/o Mark Yammin, Hammond & Partners, Plaintiff's Attorneys, Second Floor, Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 917-4631.) (Ref. N00230/Mrs Kok.)

Case 9066/94

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

In the matter between **ABSA Bank Limited** (Allied Bank Division) (86/04794/06), Plaintiff, and **Johannes Hendrik Maartens,** First Defendant, and **Anna Maria Elizabeth Maartens,** Second Defendant

In pursuance of a judgment in the Court for the Magistrate of Boksburg, on 12 September 1994 and writ of execution issued pursuant thereto, the property listed hereunder will be sold in execution on 28 July 1994 at 11:15, at the office of the Sheriff, 182 Leeuwpoort Street, Boksburg, to the highest bidder:

Certain Erf 424, Van Dykpark Township, situated on 54 Crossberry Road, Van Dykpark, in the Township of Van Dykpark, District of Boksburg, measuring 980 (nine hundred and eighty) square metres.

The following improvements are reported to be on the property, but nothing is guaranteed: Residence comprising three bedrooms, lounge, dining-room, kitchen, bathroom and w.c.

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

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

Dated at Boksburg on this the 20th day of June 1995.

Hammond Pole & Dixon Inc., Plaintiff's Attorneys, Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 917-4631.) (Ref. A00266/Mrs Kok.)

Case 14658/93

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

In the matter between **First National Bank of SA Ltd,** Plaintiff, and **Gopalan Pillay,** First Defendant, and **Loganaigie Pillay,** Second Defendant

In pursuance of a judgment in the Court for the Magistrate of Benoni, on 29 April 1994 and writ of execution issued pursuant thereto, the property listed hereunder will be sold in execution on 2 August 1995 at 11:00, in front of the Magistrate's Court, Harpur Avenue, Benoni, to the highest bidder:

Certain Erf 1701, Actonville Extension 4 Township, situated on 1701 Lebombo Street, in the Township of Actonville Extension 4, District of Benoni, measuring 585 (five hundred and eighty-five) square metres.

The following improvements are reported to be on the property, but nothing is guaranteed: A double detached dwelling built of brick and plaster, tiled roof, comprising lounge, dining-room, three bedrooms downstairs, family room, two bedrooms upstairs, two kitchens, two bathrooms, tandem garage, servant's room, toilet shower and carport.

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

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

Dated at Benoni on this 20th day of June 1995.

Hammond Pole & Dixon Inc., Attorney for Plaintiff, 10 Bloem Street, Boksburg; c/o 75 Elston Avenue, Benoni. (Tel. 917-4631.) (Ref. B106OF/Mrs West.)

Case 5197/95
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 **Robert Michael de longh,** Defendant

In execution of a judgment of the above Honourable Court dated 29 March 1995 and writ of execution, the following property will be sold in executon on 27 July 1995 at 10:00, by The Sheriff of Johannesburg, 131 Marshall Street, Johannesburg, to the highest bidder:

Section 31, as shown and more fully described on Sectional Plan SS35/1977 in the scheme known as Haddon Lodge in respect of the land and building or buildings situated at Haddon Extension 1 Township; 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, area Johannesburg Local Authority, measuring 141 (one hundred and forty-one) square metres, held by Deed of Transfer ST44696/1993, situated at Flat 31, Haddon Lodge, 2 Royal Street, Haddon, Johannesburg.

The reserve price is nil subject to confirmation in terms of clause 16 of the conditions of sale.

The property consists of patio/balcony, lounge, dining-room, family room, three bedrooms, bathroom, separate w.c., kitchen and pantry and outbuildings consisting of a single garage.

Terms and conditions: Terms: The purchase price shall be 10% (ten per centum) thereof on the day of the 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 South prior to the sale, may be inspected at the offices of the Sheriff, 100 Sheffield Street, Turffontein.

Signed at Johannesburg on this 1st day of June 1995.

A. Bierman, for Smit & Maritz, Attorneys for Plaintiff, First Floor, E.S.I.C. Building, 130 Commissioner Street, Johannesburg. (Ref. A. Bierman/cb/A263.)

Saak 6686/95

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **Saambou Bank Beperk,** Eiser, en **Basil Cedric Leander,** Verweerder

Kennis word hiermee gegee dat ingevolge 'n uitspraak van die Hooggergshof van Suid-Afrika, Transvaalse Provinsiale Afdeling in bogemelde saak op 3 Mei 1995 en ter uitvoering van 'n lasbrief tot uitwinning sal die Balju, Pretoria-Noord-Oos, op 25 Julie 1995 om 10:00, te Verkoopslokaal, Sinodalesentrum, Visagiestraat 234, Pretoria, verkoop:

Sekere: Erf 5513, geleë in die dorpsgebied Eersterust-uitbreiding 6, Registrasieafdeling JR, Transvaal, beter bekend as Unitylaan 10, Eersterust, groot 371 (driehonderd een-en-sewentig) vierkante meter, sonering Spesiale Woon.

Die eiendom is verbeter en bestaan uit 'n woonhuis bestaande uit 'n sit-/eetkamer, drie slaapkamers, badkamer/w.k., kombuis en opwas.

Die koper moet 'n deposito van 10% (tien persent) van die koopprys, Balju se fooie, enige statutêre belasting asook agterstallige erfbelastings betaal op die dag van die verkoping, die balans betaalbaar teen transport en verseker te word deur 'n waarborg van 'n bank of bouvereniging wat deur die Eiser se prokureur goedgekeur is die waarborg aan die Balju binne 14 (veertien) 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 te Pretoriusstraat 1210, Hatfield.

Dyason, Prokureurs vir Eiser, Leopont, Kerkstraat-Oos 451, Pretoria. (Tel. 322-8600.) [Verw. T. du Plessis/AN (FF 0391).]

Saak 8403/95

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **Saambou Bank Beperk,** Eiser, en **Jerome Claude Marais,** Verweerder

Kennis word hiermee gegee dat ingevolge 'n uitspraak van die Hooggeregshof van Suid-Afrika, Transvaalse Provinsiale Afdeling in bogemelde saak op 23 Mei 1995 en ter uitvoering van 'n lasbrief tot uitwinning sal die Balju, Alberton, op 25 Julie 1995 om 10:00, te Eerste Verdieping, Terracegebou, Eaton Terrace 1, New Redruth, Alberton, verkoop:

Sekere: Erf 1956, Mayberry Park-dorpsgebied, Registrasieafdeling IR, Transvaal, beter bekend as Krinkhoutstraat 15, Mayberry Park, Alberton, groot 989 (negehonderd nege-en-tagtig) vierkante meter.

Die eiendom is verbeter en bestaan uit 'n woonhuis bestaande uit motorhuis, afdak, buite toilet, grasafdak, swembad, kombuis, sitkamer, eetkamer, studeerkamer, drie slaapkamers, badkamer met toilet, toilet met stortbad.

Die koper moet 'n deposito van 10% (tien persent) van die koopprys, Balju se fooie, enige statutêre belasting asook agterstallige erfbelastings betaal op die dag van die verkoping, die balans betaalbaar teen transport en verseker te word deur 'n waarborg van 'n bank of bouvereniging wat deur die Eiser se prokureur goedgekeur is die waarborg aan die Balju binne 14 (veertien) 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, Eerste Verdieping, Terracegebou, Eaton Terrace 1, New Redruth, Alberton.

Dyason, Prokureurs vir Eiser, Leopont, Kerkstraat-Oos 451, Pretoria. (Tel. 322-8600.) [Verw. T. du Plessis/AN (FF 0432).]

Case 11162/95
PH 388

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Ley, Robert Edward,** First Defendant, and **Ley, Cheryl Mary,** Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of the Sheriff of the Supreme Court, 131 Marshall Street, Johannesburg, on Thursday, 27 July 1995 at 10:00, of the undermentioned property of the Defendants on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff of the Supreme Court prior to the sale:

Certain: Erf 3020, Glenvista Extension 6 Township, Registration Division IR, The Province of Pretoria–Witwatersrand–Vereeniging, area 1 049 (one thousand and forty-nine) square metres, situation 7 Devil's Tooth Place, Glenvista Extension 6.

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

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

Dated at Johannesburg on ths 13th day of June 1995.

F. R. J. Jansen, for Jansen & Potter, Plaintiff's Attorneys, 25th Floor, Carlton Centre, Commissioner Street, Johannesburg. (Tel. 331-8535.) (Ref. Foreclosures Z541.)

Saak 26046/94

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **ABSA Bank Beperk,** handeldrywende as Allied Bank, Eiser, en **Choice Housing Projects CC (Reg. No. CK90/19423/23),** Verweerder

'n Openbare veiling sonder 'n reserwe prys sal deur die Balju, Wonderboom, te Gedeelte 83, De Onderstepoort (noord van Saskomeule, ou Warmbadpad, Bon Accord), op 28 Julie 1995 om 11:00, volgens voorwaardes wat nou by die kantore van die Balju, Wonderboom te Gedeelte 83, De Onderstepoort (noord van Saskomeule, ou Warmbadpad, Bon Accord), ter insae lê en wat ten tye van die veiling voorgelees sal word, van die volgende eiendom:

Erf 812, The Orchards-uitbreiding 11-dorpsgebied, Registrasieafdeling JR, Transvaal, groot 875 (agthonderd vyf-en-sewentig) vierkante meter, gehou kragtens Akte van Transport T44064/92.

Hierdie eiendom is geleë te Stevenstraat 32, The Orchards-uitbreiding 11, Pretoria.

Die volgende verbeterings is op die eiendom aangebring:

Sitkamer, eetkamer, kombuis, drie slaapkamers en badkamer. Konstruksie: Mure—baksteen, plafon—komposisie bord, vloer—matte en vinylteëls, dak—teël en warm water sisteem.

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 23ste dag van Junie 1995.

E. J. J. Geyser, vir Rooth & Wessels, Tweede Verdieping, Eerste Nasionale Bankgebou, Kerkplein, Pretoria. (Tel. 325-2940.) (Verw. Geyser/mev. Mare/A1387.)

Case 6787/95
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 **Sibanda, Prince,** 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 3 August 1995 at 10:00, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff, Johannesburg East, 131 Marshall Street, Johannesburg, prior to the sale:

Certain: Section 9, as shown and more fully described on Sectional Plan SS86/1993 in the scheme known as Harley Gardens in respect of the land and building or buildings situated at Yeoville Township, Johannesburg Local Authority, of which section the floor area, according to the said sectional plan is 75 (seventy-five) 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;

an exclusive use area described as Parking Bay P12 measuring 16 (sixteen) square metres being as such part of the common property comprising the land and the scheme known as Harley Gardens in respect of the land and building or buildings situated at Yeoville Township, Johannesburg Local Authority as shown and more fully described on Sectional Plan SS86/1993. Held under Notarial Deed of Cession SK2490/1994S;

being 12 Harley Gardens, corner of Harley and Fortesque Road, Yeoville, measuring 75 (seventy-five) and 16 (sixteen) square metres.

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

A simplex flat with comprising kitchen, lounge/dining-room, bedroom, bathroom with outbuildings with similar construction comprising a parking bay.

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 23rd day of June 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/S653.)

Case 11793/93
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 **Nkwatsi, Mothobolo Donald,** 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 28 July 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 17321, situated in the Township of Vosloorus Extension 25, Registration Division IR, Transvaal; being 17321 Vosloorus Extension 25, Boksburg, measuring 408 (four 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 23rd day of June 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/N179.)

Saak 22713/95

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **ABSA Bank Beperk,** Eiser, en **Rui Alfredo Oliveira Passos,** Eerste Verweerder, en **Jolani-Mari Passos,** Tweede Verweerder

'n Eksekusieverkoping word gehou deur die Balju, Pretoria-Sentraal, te N G Sinodalesentrum, Visagiestraat 234, Pretoria, op 25 Julie 1995 om 10:00:

Resterende gedeelte van Gedeelte 1 van Erf 499, Gezina-dorpsgebied, Registrasieafdeling JR, Transvaal, groot 661 vierkante meter, gehou kragtens Akte van Transport T95151/92, beter bekend as Jacobstraat 554, Gezina.

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

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

Buitegeboue: Personeelkamer, stoorkamer, motorhuis en toilet.

Die eiendom is gesoneer vir woondoeleindes.

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

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

Saak 23634/95

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **ABSA Bank Beperk,** Eiser, en **Louis Stephen Kumm,** Eerste Verweerder, en **Annette Kumm,** Tweede Verweerder

'n Eksekusieverkoping word gehou deur die Balju, Pretoria-Wes, te Kamer 603A, Sesde Verdieping, Olivettihuis, hoek van Schubart- en Pretoriusstraat, Pretoria, op 27 Julie 1995 om 10:00, van:

Gedeelte 1 van Erf 52, geleë in die dorpsgebied Booysens (Pretoria), Registrasieafdeling JR, Transvaal, groot 1 276 vierkante meter, gehou kragtens Akte van Transport T14062/88, beter bekend as Wilhelmstraat 1132, Booysens.

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

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

Buitegeboue: Enkel motorhuis, personeelkamer en toilet.

Besigtig voorwaardes by Balju, Pretoria-Wes, Olivettigebou 607, hoek van Schubart- en Pretoriusstraat, Pretoria.

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

Saak 8997/95

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **ABSA Bank Beperk,** Eiser, en **Jacob Johannes Smit,** Eerste Verweerder, en **Sarah Magrietha Smit,** 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 28 Julie 1995 om 11:00, van:

Erf 162, geleë in die dorp Karenpark, Registrasieafdeling JR, Transvaal, groot 901 vierkante meter, gehou kragtens Akte van Transport T71693/90, geleë te Vincastraat 35, Karenpark.

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

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

Buitegeboue: 'n Enkel motorhuis en toilet.

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. Ingelyf. (Tel. 320-6753.) (Verw. Mej. Kriel/avg.)

Saak 9732/95

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Witwatersrandse Plaaslike Afdeling)

In die saak tussen **Transnet Beperk,** Eiser, en **Chabayagae, Kealeboga Alfred,** 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, Progressweg 182, Technikon, distrik Roodepoort, op 28 Julie 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 van Roodepoort, voor die verkoping ter insae sal lê:

Sekere: Erf 1526, Doornkop-uitbreiding 1-dorpsgebied, Registrasieafdeling IQ, Transvaal, groot 327 (drie twee sewe) vierkante meter.

Die volgende inligting word verskaf in sake verbeterings, alhoewel geen waarborg in verband daarmee gegee kan word nie: Woonhuis met teëldak bestaande uit sitkamer, eetkamer, kombuis, twee slaapkamers en badkamer.

Buitegeboue bestaande uit: Geen kamer.

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

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

Gedateer te Johannesburg op hierdie die 22ste dag van Junie 1995.

Van Wyk De Vries, Eiser se Prokureurs, 42ste Verdieping, Carltonsentrum, Johannesburg. (Tel. 331-9128.) (Verw. M. Postma/jf Z23451.)

Saak 6667/94

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Witwatersrandse Plaaslike Afdeling)

In die saak tussen **Transnet Beperk,** Eiser, en **Mbuli: Makhay Victor,** 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, Klaburnhof, Ockersestraat 22B, Krugersdorp, op 2 Augustus 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 van Krugersdorp, voor die verkoping ter insae sal lê:

Sekere Erf 10799, Kagiso-uitbreiding 6-dorpsgebied, Registrasieafdeling IQ, Transvaal, groot 409 (vier nul nege) vierkante meter.

Die volgende inligting word verskaf *i/s* verbeterings, alhoewel geen waarborg in verband daarmee gegee kan word nie: Woonhuis met teëldak bestaande uit sitkamer, eetkamer, kombuis en drie slaapkamers.

Buitegeboue bestaande uit: Geen.

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

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

Gedateer te Johannesburg op hierdie die 23ste dag van Junie 1995.

Van Wyk De Vries, Eiser se Prokureurs, 42ste Verdieping, Carltonsentrum, Johannesburg. (Tel. 331-9128.) (Verw. M. Postma/jf Z12469.)

Case 2838/95

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Leunis Adriaan van Rooyen,** First Defendant, and **Elsie Wilhelmina van Rooyen,** Second Defendant

A sale in execution of the undermentioned property is to be held without reserve, in front of the Magistrate's Court, Tautus Avenue, Groblersdal, on Friday, 4 August 1995 at 11:00:

Full conditions of sale can be inspected at the Sheriff, Groblersdal, 1 Bank Avenue, Groblersdal, and will be read out prior to the sale.

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

Property: Erf 684, situated in the Township of Groblersdal Extension 9, Registration Division JS, Transvaal, known as 5 Buffel Street, Groblersdal Extension 9.

Improvements: Single storey: Three bedrooms, kitchen, lounge, family room, two bathrooms, dining-room, study, two garages and swimming-pool.

Hack Stupel & Ross, Attorneys for the Plaintiff, P.O. Box 2000, Pretoria. [Tel. (012) 325-4185.] (Ref. B. du Plooy/ LVDM/GT2311.)

Case 13049/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **Federated Timbers (Pty) Limited,** trading as F T Building Supplies, Alrode, W F Johnstone Boards and Doors, F T Building Supplies, Port Elizabeth, Plaintiff, and **G. A. C. Ehlers,** First Defendant, and **Ewald Bernardü,** Second Defendant

A sale in execution of the undermentioned property is to be held without reserve by the Sheriff, Supreme Court, Alberton, at First Floor, Terrace Building, 1 Eaton Terrace, New Redruth, Alberton on Tuesday, 1 August 1995 at 10:00:

Full conditions of sale can be inspected at the offices of the Sheriff of the Supreme Court, Alberton, 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 3565, Brackendowns Extension 2, Registration Division IR, measuring 4 000 square metres, and held under Deed of Transfer T5404/1993.

Improvements: None, known as 33 Bamboes Street, Brackendowns Extension 2, Alberton.

Dated at Pretoria on this the 21st day of June 1995.

V. Stupel, for Hack Stupel & Ross, Attorneys for the Plaintiff, Standard Bank Chambers, P.O. Box 2000, Pretoria. (Tel. 325-4185.) (Ref. Mr Stupel/ML VS 6673.)

Case 4844/95
PH 196

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **NBS Bank Limited,** Plaintiff, and **Ngcosana: Mvuleni Ranold,** First Defendant, and **Siyaphi: Judith,** Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the offices of the Sheriff, 50 Edwards Avenue, Westonaria, on 28 July 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, Westonaria, 50 Edwards Avenue, Westonaria, prior to the sale:

Erf 4136, in the Township of Lenasia South Extension 4, Registration Division IQ, Province of Pretoria–Witwatersrand–Vereeniging, in extent 542 (five hundred and forty-two) square metres, situated at 4136 Bernina Place, Lenasia South Extension 4.

The following improvements are reported to be on the property, but nothing is guaranteed: Residence: Single-storey dwelling, detached, built of bricks, painted plaster and under tiled roof.

Floors: Granolithic floors comprising lounge, kitchen, three bedrooms, bathroom and w.c.

Outbuildings: Boundary fencing.

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

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

Melman & McCarthy, Plaintiff's Attorneys, Suite 301, His Majesty's Building, Joubert Street, Johannesburg. (Tel. 838-4731.) (Ref. D. McCarthy/J. Soma/MN6737.)

Case 3212/95
PH 196

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **NBS Bank Limited,** Plaintiff, and **Mdlalose, Willie Bheki,** First Defendant, and **Mdlalose, Sifiso Pertunia,** Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the offices of the Sheriff, 50 Edwards Avenue, Westonaria, on 28 July 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, Westonaria, 50 Edwards Avenue, Westonaria, prior to the sale:

Erf 257, in the Township of Lawley Extension 1, Registration Division IQ, Province of Pretoria–Witwatersrand–Vereeniging, in extent 400 (four hundred) square metres, situated at 257 Guppy Street, Lawley Extension 1.

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

Residence: Single-storey dwelling, detached, built of bricks and painted plaster, under tiled roof. *Floors:* Fitted carpets and tiles, comprising lounge, dining-room, kitchen, three bedrooms, bathroom and w.c. *Outbuildings:* None.

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

Dated at Johannesburg on this 26th day of June 1995.

Melman & McCarthy, Plaintiff's Attorneys, Suite 301, His Majesty's Building, Joubert Street, Johannesburg. (Tel. 838-4731.) (Ref. D. McCarthy/J. Soma/MN6729.)

Case 8329/95
PH 196

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **NBS Bank Limited,** Plaintiff, and **Ebrahim, Sheik,** First Defendant, and **Ebrahim, Mariam Abdul,** Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the offices of the Sheriff, 50 Edwards Avenue, Westonaria, on 28 July 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, Westonaria, 50 Edwards Avenue, Westonaria, prior to the sale:

Erf 5926, in the Township of Lenasia South Extension 4, Registration Division IQ, Province of Pretoria-Witwatersrand-Vereeniging, in extent 480 (four hundred and eighty) square metres, situated at 5926 Witwatersrand Street, Lenasia South Extension 4.

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

Residence: Single-storey dwelling, detached, built of bricks and painted plaster, under tiled roof. *Floors:* Fitted carpets and tiles, comprising lounge, kitchen, three bedrooms, bathroom and w.c. *Outbuildings:* Brick boundary walls.

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

Dated at Johannesburg on this 26th day of June 1995.

Melman & McCarthy, Plaintiff's Attorneys, Suite 301, His Majesty's Building, Joubert Street, Johannesburg. (Tel. 838-4731.) (Ref. D. McCarthy/J. Soma/MN6763.)

Case 25740/94
PH 196

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **NBS Bank Limited,** Plaintiff, and **Mathe, Jongilanga Stanford,** First Defendant, and **Mathe, Zodwa Magdelene,** Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the offices of the Sheriff, First Floor, Terrace Building, 1 Eaton Terrace, New Redruth, Alberton, on 25 July 1995 at 10:00, of the undermentioned property of the Defendants on the conditions which will lie for inspection at the offices of the Sheriff, Alberton, First Floor, Terrace Building, 1 Eaton Terrace, New Redruth, Alberton, prior to the sale:

Erf 1709, in the Township of Albertsdal Extension 6, Registration Division IR, Province of Pretoria–Witwatersrand–Vereeniging, in extent 945 (nine hundred and forty-five) square metres, situated at 31 Eekhoring Street, Albertsdal Extension 6.

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

Residence: Single-storey dwelling, detached, built of bricks and painted plaster, under tiled roof. *Floors:* Fitted carpets and tiles, comprising lounge, dining-room, kitchen, three bedrooms, two bathrooms and two w.c's. *Outbuildings:* Garage, w.c and concrete boundary walls.

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

Dated at Johannesburg on this 23rd day of June 1995.

Melman & McCarthy, Plaintiff's Attorneys, Suite 301, His Majesty's Building, Joubert Street, Johannesburg. (Tel. 838-4731.) (Ref. D. McCarthy/J. Soma/MN6670.)

Case 17109/91
PH 367

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

In the matter between **The Standard Bank of South Africa Limited,** Plaintiff, and **S. E. Molumo,** 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 reseve price will be held at the office of the Sheriff of the Supreme Court at 131 Marshall Street, Johannesburg, on 27 July 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 office of the Sheriff of the Supreme Court Soweto West, Second Floor, TFC House, 32 Von Brandis Street, Johannesburg, prior to the sale:

Erf 461, Moletsane, Township, Soweto, Johannesburg, held by virtue of certificate of Registered Grant of Leasehold No. TL 1520/1989, measuring 251 square meters.

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

A housing consisting of four rooms under an asbestos roof.

Terms:

10% (ten per cent) of the purchase price in cash on the day of the sale, the balance payable against registration of transfer, to be secured by a bank 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 percent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R50 (fifty rand).

Dated at Johannesburg on this the 9th day of June 1995.

Thomas Mohope, Plaintiff's Attorney, Fifth Floor, York House, 46 Kerk Street, Johannesburg. (Tel. 834-8203/4.) (Ref. MISC/S/1636/Miss Morar.)

Saak 25618/94

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

In die saak tussen **Standard Bank van SA Beperk** (62/00738/06), Eiser, en **Marthinus Wessel Brits,** Eerste Verweerder, en **Anna Magrietha Isabella Brits,** Tweede Verweerder

Ten uitvoerlegging van 'n vonnis van bogemelde Hof en 'n lasbrief vir eksekusie, word die volgende eiendom in eksekusie verkoop op Vrydag, 28 Julie 1995 om 10:00, deur die Balju vir die Hooggeregshof, Middelburg, gehou voor die Landdroskantoor, President Krugerstraat, Middelburg, Oos-Transvaal, aan die hoogste bieder:

Erf 3179, Middelburg-uitbreiding 10-dorpsgebied, Registrasieafdeling JS, provinsie Oos-Transvaal, groot 1 480 vierkante meter, gehou kragtens Akte van Transport T59994/1992.

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

Straatadres: Kanariestraat 54, Middelburg-uitbreiding 10, Middelburg, Oos-Transvaal.

Verbeterings: Sinkdakwoonhuis met ingangsportaal, eetkamer, sitkamer, kombuis, waskamer, drie slaapkamers, twee badkamers met stort en toilet, twee garages, twee motorafdakke, huishulpkamer met toilet, steen- en voorafvervaardigde omheining, steenplaveisel en lapa.

Reserweprys: Die eiendom word sonder reserweprys verkoop.

Terme: 10% (tien persent) van die koopprys in kontant betaalbaar onmiddellik na die afloop van die verkoping en die balans moet binne 14 dae na 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, Middelburg, Auxiliumgebou, Eksteenstraat 4A, Middelburg, Oos-Transvaal.

Gedateer te Pretoria hierdie 26ste dag van Junie 1995.

Haasbroek & Boezaart Ing., Eiser se Prokureurs, Tweede Verdieping, Momentumsentrum, Westoring, Pretoriusstraat, Posbus 2205, Pretoria. [Tel. (012) 322-4401.] (Verw. V. Rensburg/Z9574/94/BVDM.)

Saak 5976/94

IN DIE LANDDROSHOF VIR DIE DISTRIK BENONI GEHOU TE BENONI

In die saak tussen **Stadsraad van Benoni,** Eksekusieskuldeiser, en **B. P. Dhinee,** Eksekusieskuldenaar

Ingevolge 'n vonnis toegestaan in bogenoemde Hof op 14 September 1995, en 'n lasbrief vir eksekusie gedateer 5 Oktober 1995, sal die volgende onroerende eiendom voetstoots verkoop word deur die Balju vir die Landdroshof, Benoni, voor die Landdroskantoor, Harpurlaan, Benoni, op Woensdag, 26 Julie 1995 om 11:00:

Erf 102, Actonville-dorpsgebied, Registrasieafdeling IR, provinsie Pretoria–Witwatersrand–Vereeniging, groot 617 vierkante meter, gehou kragtens Akte van Transport T13528/1977.

Die eiendom bestaan uit onder andere die volgende alhoewel geen waarborg gegee word nie:

'n Woonhuis bestaande uit vier slaapkamers, sitkamer, eetkamer, kombuis en badkamers. Buitegeboue bestaande uit motorhuis.

Vernaamste voorwaardes van verkoping:

1. Die voorwaardes van verkoping sal ter insae lê by die kantoor van die Balju vir die Landdroshof, Benoni, Liverpool Park 12, Liverpoolweg, Benoni.

2. Die verkoping geskied sonder voorbehoud by wyse van openbare verkoping en die eiendom word behoudens die bepalings van artikel 66 (2) van die Landdroshofwet, No. 32 van 1933, soos gewysig, aan die hoogste bieër verkoop.

3. Koopprys is soos volg betaalbaar:

3.1 Deposito van 10% (tien persent) van die koopprys is betaalbaar onmiddellik na die verkoping.

3.2 Die balans van die koopprys tesame met rente moet binne 14 (veertien) dae by wyse van 'n bankwaarborg verseker word.

Gedateer te Benoni op hierdie 23ste dag van Junie 1995.

C. de Heus, vir Du Plessis De Heus & Van Wyk, Prokureurs vir Eksekusieskuldeiser, Eerste Verdieping, Marilestgebou, Woburnlaan 72, Posbus 1423, Benoni, 1500. (Tel. 422-2435.) (Verw. mnr. De Heus/AM/CC2630.)

Case 5195/94

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

In the matter between **First National Bank of S.A. Ltd,** trading as Wesbank, Plaintiff, and **Mr Peter Lawlan,** Defendant

Notice is hereby given that in terms of a warrant of execution issued in the above-mentioned Court on 26 August 1994, the following property, being Erf 659, Modder East Extension 1, Registration Division IR, Transvaal, measuring 907 square metres, will be sold on 11 August 1995 at 15:00, at the offices of the Sheriff for the Magistrate's Court, Fourth Street, Springs, to the highest bidder.

Conditions of sale:

Payment of the purchase price will be by way of a cash deposit in the sum of 10% (ten per cent) of the purchase price on the date of sale. The commission must also be paid on the date of sale. The balance purchase price is to be secured by a bank or building society guarantee to be furnished to the Sheriff within 14 (fourteen) days of the sale. The conditions of sale will lie for inspection with the Sheriff for the Magistrate's Court, prior to the sale for perusal by all interested parties.

Dated at Springs on this the 22nd day of June 1995.

P. de Jager, for De Jager Kruger & Van Blerk, Second Floor, Sanlam Centre, Fourth Street, Springs; P.O. Box 1078 or 835, Springs. (Tel. 812-1455/6/7/8.) (Ref. Mr De Jager/WC486.)

Saak 5750/95

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **Eerste Nasionale Bank van Suidelike Afrika Beperk,** Eiser, en **Andrew Louis Bothma,** Verweerder

Geliewe kennis te neem dat in opvolging van 'n vonnis in bogemelde aksie, toegestaan op 10 April 1995, sal die ondergemelde onroerende eiendom, geregistreer in die naam van die Verweerder, sonder 'n reserweprys deur die Balju in eksekusie verkoop word op 25 Julie 1995 om 10:00:

Erf 983, geleë in die dorpsgebied van Silverton-uitbreiding 5, Registrasieafdeling JR, Transvaal, grootte 793 vierkante meter, gehou kragtens Akte van Transport T63790/94, die eiendom is ook bekend as Fiskaalstraat 857, Silverton-uitbreiding 5.

Plek van verkoping: Die verkoping sal plaasvind te die kantore van die Balju, Pretoria-Noordoos, Visagiestraat 234, Pretoria.

Verbeterings: Die volgende verbeterings is op die eiendom aangebring alhoewel geen waarborg daartoe verskaf word nie: 'n Gepleisterde siersteenwoning onder 'n staan teëldak bestaande uit sitkamer, eetkamer, kombuis, drie slaapkamers, badkamer, toilet en twee afdakke. Gesoneer vir woondoeleindes.

Verkoopvoorwaardes: Die verkoopvoorwaardes lê ter insae by die kantoor van die Balju, Pretoria-Noordoos, Pretoriusstraat 1210, Hatfield, Pretoria, waar dit gedurende normale kantoorure geïnspekteer kan word.

Gedateer te Pretoria op hierdie die 2de dag van Junie 1995.

Rooth & Wessels, Eerste Nasionale Bankgebou, Tweede Verdieping, Kerkplein, Pretoria. (Tel. 325-2940.) (Verw. Mrs D. Pieterse/F14436/W. Spray.)

Saak 7598/95

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **Eerste Nasionale Bank van Suidelike Afrika Beperk,** Eiser, en **Shadrack Bafana Msibi,** Eerste Verweerder, **Selina Mmatswene Msibi,** Tweede Verweerder

Geliewe kennis te neem dat in opvolging van 'n vonnis in bogemelde aksie toegestaan op 8 Mei 1995, sal die ondergemelde onroerende eiendom, geregistreer in die naam van die Verweerders, sonder 'n reserweprys deur die Balju in eksekusie verkoop word op 27 Julie 1995 om 10:00:

Erf 3274, geleë in die dorpsgebied van Elandspoort, Registrasieafdeling JR, Transvaal, grootte 1 000 vierkante meter, gehou kragtens Akte van Transport T67658/94, die eiendom is ook bekend as Creusotstraat 276, Elandspoort.

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

Verbeterings: Die volgende verbeterings is op die eiendom aangebring alhoewel geen waarborg daartoe verskaf word nie: 'n Gepleisterde siersteenwoning onder 'n staanteëldak bestaande uit sitkamer, kombuis, drie slaapkamers, badkamer, stort, toilet, lapa, motorhuis en bediende badkamer met stort en toilet. Gesoneer vir woondoeleindes.

Verkoopvoorwaardes: Die verkoopvoorwaardes lê ter insae by die kantore van die Balju, Olivettigebou 607, hoek van Schubart- en Pretoriusstraat, Pretoria, waar dit gedurende normale kantoorure geïnspekteer kan word.

Gedateer te Pretoria op hierdie 9de dag van Junie 1995.

Rooth & Wessels, Eerste Nasionale Bankgebou, Tweede Verdieping, Kerkplein, Pretoria. (Tel. 325-2940.) (Verw. Mrs D. Pieterse/F14792/W. Spray.)

Case 10409/95
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 **Xaba, Tatazela Abram,** First Execution Debtor, and **Xaba, Mosele Emily,** Second Execution Debtor

In exeuction of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the office of De Klerk, Vermaak & Partners, Overvaal Building, 28 Kruger Avenue, Vereeniging, on 27 July 1995 at 10:00, of the undermentioned property of the Defendants on the conditions which will lie for inspection at the offices of De Klerk, Vermaak & Partners, Overvaal Building, 28 Kruger Avenue, Vereeniging, prior to the sale:

Certain: Erf 77, situated in the Township of Springcol, Registration Division IQ, Transvaal, being 20 Bosman Street, Springcol, Vereeniging, measuring 914 (nine hundred and fourteen) square metres.

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

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

Terms: 10% (ten per centum) of the purchase price in cash on the day of sale, the balance payable against registration of transfer, to be secured by a bank 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 23rd day of June 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/X10.)

Case 10581/95
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 **Melville, Maxwell Richard,** 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 27 July 1995 at 10:00, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff, Germiston North, Fourth Floor, Standard Towers, President Street, Germiston, prior to the sale:

Certain: Section 6 as shown and more fully described on Sectional Plan SS137/93, in the scheme known as La Monmart in respect of the land and building or buildings situated at Township of Morninghill Extension 19, Local Authority Bedfordview of which the floor area, according to the said sectional plan, is 49 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 6 La Monmart, River Road, Morninghill Extension 19, Bedfordview, measuring 49 (forty-nine) square metres.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: A flat comprising kitchen, lounge/dining-room, bedroom and bathroom.

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

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

Dated at Johannesburg this 23rd day of June 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/M1119.)

Case 5078/95
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 **Nkosi, Popi Petrus,** Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office, Boksburg, on 28 July 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 16868, situated in the Township of Vosloorus Extension 25, Registration Division IR, Transvaal; being 16868 Vosloorus Extension 25, Boksburg, measuring 526 (five hundred and twenty-six) square metres.

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

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

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

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

Dated at Johannesburg this 26th day of June 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/N324.)

Case 3591/95
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 **Dlamini, Michael,** 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 28 July 1995 at 11:15, of the undermentioned leasehold of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff, Boksburg, 182 Leeuwpoort Street, Boksburg, prior to the sale:

Certain: All right, title and interest in the Leasehold in respect of Erf 16589, situated in the Township of Vosloorus Extension 26, Registration Division IR, Transvaal; being 16589 Sithohimela Street, Vosloorus Extension 26, Boksburg, 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 tiled roof, comprising kitchen, lounge, 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 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 26th day of June 1995.

B. W. Webber, for Ramsay, Webber & Company, Plaintiff's Attorneys, Fifth Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/bt/D.379.)

Case 16108/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KEMPTON PARK HELD AT KEMPTON PARK

In the matter between **NBS Bank Limited,** Plaintiff, and **Johannes Marius Smith,** First Defendant, and **Anne Johanna Smith,** Second Defendant

In pursuance of a judgment in the Court of the Magistrate, District of Kempton Park and writ of execution the property listed hereunder which was attached on 20 October 1994 will be sold in execution on Thursday, 27 July 1995 at 10:00, at the offices of the Sheriff, Magistrate's Court, 8 Park Street, Kempton Park, to the highest bidder:

Erf 1889, Norkem Park Extension 4, Registration Division IR, Transvaal, in extent 973 (nine hundred and seventy-three) square metres, situated at 107 Gamtoos Drive, corner of Stormsrivier Road, Norkem Park Extension 4.

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

Residence, single storey dwelling, detached. Walls: Brick, plaster and paint. Roof: Tile. Floors: Fitted carpets and novilon tiles. Rooms: Lounge, dining-room, kitchen, three bedrooms, bathroom and toilet. Outbuildings: None. Boundary: Fenced. Improvements: Concrete apron.

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 for the Magistrate's Court, 8 Park Street, Kempton Park. A substantial bank loan can be raised for an approved purchaser with prior approval.

Dated at Johannesburg on the 21st day of June 1995.

De Villiers & Co., c/o P. A. Aucamp, 92 Monument Road, Kempton Park. (Tel. 970-3476.) (Docex: 21.) (Ref. Mr Aucamp/MC/D86.)

Case 2407/95

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

In the matter between **NBS Bank Limited,** Plaintiff, and **Jurie Johannes van Zyl,** First Defendant, and **Johanna Elizabeth van Zyl,** Second Defendant

In pursuance of a judgment in the Court for the Magistrate of Benoni on 9 May 1995 and a writ of execution issued pursuant thereto the property listed hereunder will be sold in execution on 4 August 1995 at 11:15, at the Sheriff's Office, 182 Leeuwpoort Street, Boksburg, to the highest bidder:

Certain: Erf 209, Vandykpark, situated at 4 Baobab Street, in the Township of Vandykpark, District of Boksburg, measuring 763 (seven hundred and sixty-three) square metres.

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

Building built of brick and plaster, corrugated iron roof, comprising lounge, dining-room, kitchen, three bedrooms, bathroom, toilet, servant's quarters, storage room, outside toilet and paving.

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 Benoni on this the 21st day of June 1995.

Hammond Pole & Dixon, Attorney for Plaintiff, First Floor, Regional House, 75 Elston Avenue, Benoni. (Tel. 422-1350.) (Ref. Mrs Mattheys/N0008B.)

Case 2706/95

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Nicolaas Antonie Schoeman,** First Defendant, and **Aletta Maria Schoeman,** Second Defendant

A sale in execution of the undermentioned property is to be held without reserve at 19 Goeie Hoop, Benfleur Extension 4, Witbank, on 4 August 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 1645, Benfleur Extension 4 Township, Registration Division JS, Transvaal, Province of Eastern Transvaal, measuring 1 475 square metres, also known as 19 Goeie Hoop, Benfleur, Witbank.

Improvements: Three bedrooms, kitchen, lounge, family-room, two bathrooms, dining-room, entrance hall, scullery and two garages.

Hack Stupel & Ross, Attorneys for Plaintiff, P.O. Box 2000, Pretoria. [Tel. (012) 325-4185.] (Ref. Du Plooy/sv/GT1694.)

Case 9942/95

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Joseph Gordon Heath,** First Defendant, and **Lillian Florence Heath,** Second Defendant

A sale in execution of the undermentioned property is to be held without reserve at the offices of De Klerk, Vermaak & Partners Inc., Overvaal Building, 28 Kruger Avenue, Vereeniging, on 3 August 1995 at 10:00:

Full conditions of sale can be inspected at the offices of the Sheriff of the Supreme Court at the aforementioned address and will also be read out by the Sheriff, prior to 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 47, situated in the Township of Springcol, Registration Division IQ, Transvaal, measuring 788 square metres, also known as 32 Nel Street, Springcol, Vereeniging.

Improvements: Two bedrooms, bathroom, kitchen, lounge and dining-room.

Hack Stupel & Ross, Attorneys for Plaintiff, P.O. Box 2000, Pretoria. [Tel. (012) 325-4185.] (Ref. Du Plooy/sv/GT2489.) (Sheriff's Ref: N. C. H. Bouwman.) [Tel. (016) 21-3400.]

Case 9943/95

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Gabriel Jacobus Marx,** First Defendant, and **Maria Magrieta Petru Marx,** Second Defendant

A sale in execution of the undermentioned property is to be held without reserve at the offices of De Klerk, Vermaak & Partners Inc., Overvaal Building, 28 Kruger Avenue, Vereeniging, on 3 August 1995 at 10:00:

Full conditions of sale can be inspected at the offices of the Sheriff of the Supreme Court at the aforementioned address and will also be read out by the Sheriff, prior to 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 542, Sonland Park Township, Registration Division IQ, Transvaal, measuring 1 011 square metres, also known as 4 Abraham Ras Avenue, Sonland Park.

Improvements: Three bedrooms, bathroom, kitchen, lounge, garage and swimming-pool.

Hack Stupel & Ross, Attorneys for Plaintiff, P.O. Box 2000, Pretoria. [Tel. (012) 325-4185.] (Ref. Du Plooy/sv/GT2482.) (Sheriff's Ref: N. C. H. Bouwman.) [Tel. (016) 21-3400.]

Saak 14910/94

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **ABSA Bank Beperk,** Eiser, en **Louise Maryke Braak,** Verweerder

'n Eksekusieverkoping word gehou deur die Balju, Pretoria-Noord-Oos, te N G Sinodalesentrum, Visagiestraat 234, Pretoria, op 25 Julie 1995 om 10:00, van:

Gedeelte 3 van Erf 140, geleë in die dorpsgebied Jan Niemandpark, Stad Pretoria, groot 744 vierkante meter, gehou kragtens Akte van Transport T17828/71, beter bekend as Tortelduifstraat 95, Jan Niemandpark.

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

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

Buitegeboue: Motorafdak, bediendekamer en toilet.

Besigtig voorwaarwaardes by Balju, Pretoria-Noord-Oos, Pretoriusstraat 1210, Hatfield.

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

Case 5186/93

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

In the matter between **NBS Bank Limited,** Plaintiff, and **Samson Dladla,** First Defendant, and **Sali Lydia Dladla,** Second Defendant

In pursuance of a judgment in the Court for the Magistrate of Roodepoort, and writ of execution dated 26 July 1993, the property listed hereunder will be sold in execution on Friday, 28 July 1995 at 10:00, 182 Progress Avenue, Technikon, Roodepoort:

Certain: The right, title and interest in the leasehold in respect of: Erf 467, Mmesi Park Township, Registration Division IQ, Transvaal, measuring 338 (three hundred and thirty-eight) square metres, held by Certificate of Registered Grant of Leasehold TL37812/1990.

The following improvements are reported to be on the property, but nothing is guaranteed: A single storey residential building of brick walls and tiled roof. Consisting of a lounge, kitchen, bedroom, bathroom and w.c. The boundary is fenced.

Terms:

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

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

Conditions of sale:

1. The property shall be sold without reserve and to the highest bidder and shall be subject to the terms and conditions of the Magistrates' Couts 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, Roodepoort.

Moodie & Robertson, Plaintiff's Attorneys, Fifth Floor, African Life Centre, corner of Eloff and Commissioner Streets, Johannesburg. (Tel. 333-6114.) (Ref. Mr Johnson/N79470.)

Saak 3793/94

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **Key Truck Hire (Proprietary) Ltd,** Eiser, en **Gaspare Miceli,** Verweerder

Ter uitwinning van 'n vonnis van die Hooggeregshof van Suid-Afrika (Transvaalse Provinsiale Afdeling) in bogemelde saak, sal 'n verkoping gehou word te die Landdroshof van Warmbad, Moffatstraat, Warmbad, op 28 Julie 1995 om 10:00, van die ondervermelde eiendom van die Verweerder op die voorwaardes wat deur die veilingsafslaer gelees sal word ten tye van die verkoping en welke voorwaardes by die kantore van die Balju Hooggeregshof, Arcadegebou, Sutterweg, Warmbad, voor die verkoping ter insae sal lê:

Erf 902, Warmbad-uitbreiding 5, Registrasieafdeling KR, Transvaal, groot 1 360 (eenduisend driehonderd en sestig) vierkante meter, gehou kragtens Akte van Transport T33612/87, geleë te Geelhoutstraat 6, Warmbad-uitbreiding 5.

Verbeterings: Woonhuis.

Die bovermelde inligting in verband met verbeterings op die eiendom word verstrek maar geen waarborg kan daarvoor gegee word nie.

Geliewe voorts daarop te let dat die voorwaardes van verkoop by die kantoor van die Balju Hooggeregshof te Arcadegebou, Sutterweg, Warmbad, ingesien mag word.

Geteken te Pretoria hierdie 23ste dag van Junie 1995.

Van der Merwe Du Toit & Fuchs, Prokureurs vir Eiser, 14de Verdieping, Sanlamsentrum, Andriesstraat 252, Pretoria. (Verw. S. E. du Plessis/mr/L40082.)

Case 6054/95

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited,** Plaintiff, and **C. M. Kalil,** Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve of the undermentioned property will be held at the offices of the Sheriff, 439 Prince George Avenue, Brakpan, on 4 August 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 section 2 (Unit 2) Dalview, situated in the Township of Brakpan, Registration Division IR, Transvaal, measuring 62 (sixty-two) square metres, plus Parking No. P7, measuring 13 (thirteen) square metres, the physical address being 2 Dalview Flats, 2 Kingsway Street, Brakpan.

Improvements (not guaranteed): Lounge, kitchen, bedrooms, dining-room, bathroom/w.c. and Parking No. P7.

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 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 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 of R100 (one hundred rand).

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

P. Masekela, for Matlala Inc., 12th Floor, XB Centre, P.O. Box 404, Johannesburg, 2000. (Tel. 836-4695/6.) (Fax. 836-4697.) (Ref. P. Masekela/A12.)

Case 73251/94

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

In the matter between **NBS Bank Limited,** Plaintiff, and **John William Nomell,** First Defendant, and **Lorraine Elizabeth Nomell,** Second Defendant

A sale in execution will be held on 25 July 1995 at 10:00, at the NG Sinodale Centre, 234 Visagie Street, Pretoria, of section 30, as shown and more fully described on Sectional Plan SS64/87, in the building known as Los Angeles, situated in the Township of Sunnyside, Pretoria, of which the floor area according to the said sectional plan is 74 (seventy-four) square metres in extent, together with an undivided share in the common property in the land and building or buildings as shown and more fully described on the said sectional plan apportioned to the said section in accordance with the participation quota of the said section, held by the Defendant under Certificate of Registered Sectional Title ST64/87 (30) (Unit), known as 46 Los Angeles, 128 Troye Street, Sunnyside, Pretoria.

The following improvements are reported to be on the property, but nothing is guaranteed: Flat: Lounge/dining-room, kitchen, one and a half bedroom, bathroom, w.c., undercover parking No. 27, garden and drying area.

The conditions of sale may be inspected at the office of the Sheriff, Pretoria Central.

Solomon, Nicolson, Rein & Verster, Plaintiff's Attorneys. (Ref. Mr Stolp/RH/M.1164.)

Case 59585/94

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

In the matter between **NBS Bank Limited,** Plaintiff, and **Abraham Jacobus Zandberg,** Defendant

A sale in execution will be held on 25 July 1995 at 10:00, at NG Sinodale Centre, 234 Visagie Street, Pretoria, of Section 5, as shown and more fully described on Sectional Plan SS62/86, in the building known as El Territa, situated in the township remaining extent of Erf 493, Wonderboom South, Pretoria, of which the floor area according to the said sectional plan is 71 (seventy-one) square metres in extent, together with an undivided share in the common property in the land and building or buildings shown and more fully described on the said sectional plan apportioned to the said section in accordance with the participation quota of the said section, held by the Defendant under Certificate of Registered Sectional Title ST23404/92, known as 201 El Territa, corner of De Beer Street and Tenth Avenue, Wonderboom South.

The following improvements are reported to be on the property, but nothing is guaranteed: *Flat*—Simplex: Lounge/dining-room, kitchen, two bedrooms, bathroom, w.c., covered c/port, garden and drying area.

The conditions of sale may be inspected at the office of the Sheriff, Pretoria Central.

Solomon, Nicolson, Rein & Verster, Plaintiff's Attorneys. (Ref. Mr Stolp/RH/M.1108.)

Case 4256/94

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

In the matter between **NBS Bank Limited,** Plaintiff, and **Johannes Jacobus Truter,** First Defendant, and **Jennifer Anne Truter,** Second Defendant

A sale in execution will be held on 25 July 1995 at 10:00, NG Sinodal Centre, 234 Visagie Street, Pretoria, of:

Portion 26 (a portion of Portion 13) of Erf 2108, situated in the Township Villieria, Registration Division JR, Transvaal, measuring 1 276 square metres, known as 862 Michael Brink Street, Villieria.

The following improvements are reported to be on the property, but nothing is guaranteed: Dwelling single storey, brick walls, tiled roof, PVC and wood floors, lounge, dining, study, kitchen, pantry, three bedrooms, bathroom, w.c., entrance, garage, carport, servant's room, outside w.c. and boundary: Concrete walls.

The conditions of sale may be inspected at the office of the Sheriff Pretoria Central.

Solomon, Nicolson, Rein & Verster, Plaintiff's Attorneys. (Ref. Mr Stolp/RH/M.1063.)

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, 26 July 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: **2967/95.**

Judgment Debtor/s: **Mohapi Gabriel Motsetse.**

Property: Right of leasehold over Erf 69, Moseleke East Township, Registration Division IR, Transvaal, situated at Erf 69, Moseleke East, Katlehong.

Improvements: Detached single storey brick built residence under iron roof comprising four rooms other than kitchen and bathroom.

Reference: MM0849.

Case: **4352/93.**

Judgment Debtor/s: Rally Naicker and Govindamma Naicker.

Property: Erf 811, Palm Ridge Township, Registration Division IR, Transvaal, situated at 22 Felicia Street, Palm Ridge, Alberton.

Improvements: Detached single storey brick built residence under tiled roof comprising three rooms other than kitchen, bathroom and toilet.

Reference: MN0794.

H. R. Jaskolka, for Henry Tucker & Partners, Attorneys for Plaintiff, Sixth Floor, Permanent Building, 165 Meyer Street, Germiston. For further details contact Miss Kent. [Tel. (011) 825-1015.]

Saak 7296/94

IN DIE LANDDROSHOF VIR DIE DISTRIK VANDERBIJLPARK GEHOU TE VANDERBIJLPARK

In die saak tussen **C. J. Becker,** Eiser, en **Martin Becker,** Verweerder

Ten uitvoerlegging van die Vonnis toegestaan en die daaropvolgende lasbrief vir eksekusie gedateer 30 Maart 1995, sal die volgende eiendom wat uitwinbaar verklaar is, in eksekusie verkoop word aan die hoogste bieër op Vrydag, 21 Julie 1995 om 10:00, deur die Balju van die Landdroshof, Vanderbijlpark te die Landdroshof, Vanderbijlpark:

Eiendom: Hoewe 297, Rosashof-landbouhoewes, Registrasieafdeling IQ, provinsie Pretoria–Witwatersrand–Vereeniging, groot 2,1414 hektaar.

Verbeterings: Geen—leë plot—onbeboud.

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 14 (veertien) dae vanaf datum van verkoping deur middel van 'n erkende bank- of bougenootskapswaarborg, gelewer te word binne 14 (veertien) dae na die dag van verkoping en welke waarborg vry van kommissie aan die 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 prokureur 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 23ste dag van Junie 1995.

Du Plessis Pienaar & Swart, Ekspasentrum, Tweede Verdieping, Attie Fouriestraat, Vanderbijlpark. (Tel. 81-2031–6.) (Ref. I.40237/ip.)

Saak 12718/94

IN DIE LANDDROSHOF VIR DIE DISTRIK KLERKSDORP GEHOU TE KLERKSDORP

In die saak tussen **Nedcor Bank,** Eiser, en **Kgutsagalo Daniel Mahuma,** Eerste Verweerder, en **Tozinini Elizabetth Mahumapelo,** Tweede Verweerder

Ingevolge 'n uitspraak van die Landdroshof, Klerksdorp, en lasbrief vir eksekusie teen goed met datum 10 November 1994 sal die ondervermelde eiendom op Vrydag, 28 Julie 1995 om 10:00, te Balju vir die Landdroshof, Stilfontein, Colonial Mutualgebou, Kamer 27, Klerksdorp, aan die hoogste bieder verkoop word, naamlik:

Al die reg, titel en belang in die huurpag ten opsigte van:

Erf 1621, Khuma, Registrasieafdeling IP, Transvaal, groot 260 vierkante meter.

Onderhewig aan die volgende voorwaardes:

1. Die eiendom sal voetstoots en sonder reserwe verkoop word aan die hoogste bieër, en die veiling sal onderworpe wees aan die voorwaardes van artikel 66 van die Wet op Landdroshowe van 1944, soos gewysig, onderhewig egter aan die goedkeuring van die eerste verbandhouer, Nedcor Bank.

2. Die koopprys sal betaalbaar wees teen betaling van 10% (tien persent) van die koopprys in kontant onmiddellik na afhandeling van die verkoop, en die onbetaalde balans tesame met rente daarop bereken teen 17% (sewentien persent) per jaar tot datum van registrasie van transport, sal binne 21 (een-en-twintig) dae na datum van verkoop, betaal word of gewaarborg word deur 'n goedgekeurde bank- of bougenootskapwaarborg.

3. Die volgende verbeterings word beweer op die eiendom te wees maar word nie gewaarborg nie: 'n Enkel verdieping woning bestaande uit: Drie slaapkamers, badkamer, sitkamer en eetkamer. Buitegeboue: Motorhuis.

4. *Voorwaardes van verkoop:* Die voorwaardes van verkoop in eksekusie mag gedurende kantoorure by die kantore van die Balju vir die Landdroshof Stilfontein, Colonial Mutualgebou, Kamer 27, Klerksdorp, nagesien word.

Gedateer te Klerksdorp op hierdie 20ste dag van Junie 1995.

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

Case 13147/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Simeno Mosiamemang Joseph,** Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the office of the Sheriff, Klaburn Court, 22B Ockerse Street, corner of Ockerse and Rissik Streets, Krugersdorp, on 26 July 1995 at 10:00, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff at Klaburn Court, 22B Ockerse Street, corner of Ockerse and Rissik Streets, Krugersdorp, prior to the sale:

All right, title and interest in the leasehold in respect of Erf 10929, Kagiso Extension 6 Township, Registration Division IQ, Transvaal, measuring 312 (three hundred and twelve) square metres, situated at 10929 Utlhwanong Street, Kagiso Extension 6 Townsip.

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

Signed at Johannesburg on this the 22nd day of June 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. S27470/PC.)

Case 4016/95

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (United Bank Division), Plaintiff, and **Minnaar, Andre Johann,** Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit a sale without reserve will be held by the Sheriff at First Floor, Terrace Building, 1 Eaton Terrace Street, New Redruth, Alberton, on 25 July 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, First Floor, Terrace Building, 1 Eaton Terrace Street, New Redruth, Alberton, prior to the sale:

Erf 1213, Brackenhurst Extension 1 Township, situated at 12 Esserman Street, Brackenhurst, Alberton, Registration Division IR, Transvaal, measuring 1 498 (one thousand four hundred and ninety-eight) square metres.

The following information is furnished in respect of the improvements, though in this respect nothing is guaranteed: Dwelling consisting of lounge, dining-room, kitchen, four bedrooms, jacuzzi, two bathrooms and toilet. Outbuilding: Double garage.

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

Signed at Johannesburg on this the 5th day of June 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. M60078/AB.)

Case 11324/95

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited,** Plaintiff, and **Du Plessis, Petrus Johannes,** First Defendant, and **Du Plessis, Elsie Susanna,** Second Defendant

A sale without reserve will be held at the office of the Sheriff of the Supreme Court, First Floor, Terrace Building, 1 Eaton Terrace, New Redruth, Alberton, on Tuesday, 25 July 1995 at 10:00, of the undermentioned immovable property of the First and Second Defendants, on the conditions, which may be inspected at the office of the Sheriff of the Supreme Court, prior to the sale:

Erf 3190, Brackendowns Extension 5 Township, Registration Division IR, Transvaal, measuring 895 square metres, held by the First and Second Defendants under Deed of Transfer T7198/1992, being 27 Ebenezer Street, Brackendowns Extension 5, Alberton; and consisting of lounge, three bedrooms, two bathrooms/w.c., kitchen, scullery, double garage and bathroom/w.c. Improvements described are not guaranteed.

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

Dated at Johannesburg on this 26th day of June 1995.

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

Case 882/95

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited,** Plaintiff, and **Dewhurst: Jane Adele,** Defendant

A sale without reserve will be held at the Sheriff's Office, 131 Marshall Street, Johannesburg, on Thursday, 27 July 1995 at 10:00, of the undermentioned property, on conditions which may be inspected at the offices of the Sheriff, prior to the sale:

A unit consisting of:

(a) Section 14 as shown and more fully described on Sectional Plan SS176/84, in the building or buildings known as Rhinton, situated at Lyndurst Township, Local Authority Johannesburg City Council, of which section the floor area, according to the said sectional plan is 45 (forty-five) 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 Certificate of Registered Sectional Title ST175/84 (14) (Unit), situated at Flat 304, Rhinton, 97 Johannesburg Road, Lyndhurst, Johannesburg. The bachelor unit consists of room, kitchen and bathroom/w.c. Improvements described hereunder are not guaranteed.

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

Dated at Johannesburg on the 27th day of June 1995.

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

Case 8931/95

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited,** Plaintiff, and **Dinu: Eugen,** Defendant

A sale without reserve will be held at the Sheriff's Office, 131 Marshall Street, Johannesburg, on Thursday, 27 July 1995 at 10:00, of the undermentioned property, on conditions which may be inspected at the offices of the Sheriff, prior to the sale:

A unit consisting of:

1. Section 33 as shown and more fully described on Sectional Plan SS3/1986, in the building or buildings known as Inglenook, situated at Bellevue (Johannesburg) Township, Local Authority Johannesburg, of which the floor area, according to the said sectional plan is 54 (fifty-four) square metres in extent; and

2. an undivided share in the common property in the land and building or buildings as shown and more fully described on the said sectional plan apportioned to the said section in accordance with the participation quota of the said section, held under Certificate of Registered Sectional Title ST3/1986 (33) (Unit), situated at 305 Inglenook, 22 Sharp Street, Bellevue, Johannesburg, and the dwelling consists of lounge, bedroom, bathroom/w.c., kitchen, dressing-room and balcony. Improvements described hereunder are not guaranteed.

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

Dated at Johannesburg on the 27th day of June 1995.

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

Case 14798/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Nevgen Properties CC,** Defendant

A sale without reserve will be held at the Sheriff's Office, 131 Marshall Street, Johannesburg, on Thursday, 27 July 1995 at 10:00, of the undermentioned property, on conditions which may be inspected at the offices of the Sheriff, prior to the sale:

Erf 2787, Kensington Township, Registration Division IR, Transvaal, measuring 545 square metres, held by the Defendant under Deed of Transfer T39209/1993, situated at 5 Osprey Road, Kensington, and consists of entrance hall, lounge, dining-room, kitchen, two bedrooms, bathroom/w.c., garage and double carport. Improvements described hereunder are not guaranteed.

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

Dated at Johannesburg on the 28th day of June 1995.

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

Case 08261/95
PH 128

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **NBS Bank Limited,** Plaintiff, and **Landman: Frederick Johannes,** First Defendant, and **Landman: Gezina,** 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 for the Supreme Court, Johannesburg, on 20 July 1995 at the Sheriff's Office, 131 Main Street, Johannesburg, of the undermentioned properties of the Defendants on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection at the offices of the Sheriff for the Supreme Court, Johannesburg, prior to the sale:

Erven 1666, 1667, 1668 and 1669, Newlands (Johannesburg), measuring 495 square metres, 495 square metres, 366 square metres and 420 square metres, respectively.

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

Stands 1666 and 1667 are zoned Business 1 and Residential 1, respectively, and are unimproved save for certain prefabricated offices.

Stands 1668 and 1669 are zoned Business 1 and contain a house, showroom/retail accommodation with workshops and ablution facilities.

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

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

Dated at Johannesburg this the 9th day of June 1995.

Bowman Gilfillan Hayman Godfrey Inc., Plaintiff's Attorneys, 12th Floor, JCI House, 28 Harrison Street, P.O. Box 2439, Johannesburg. (Tel. 836-2811.) (Ref. Mr Carter/sn/PC 640792.)

Saak 78028/94

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **ABSA Bank** (Allied), Eiser, en **Susanna Maria van Rooyen** (nou Vermaak), Verweerder

Kennis word hiermee gegee dat ingevolge 'n uitspraak van bogemelde Agbare Hof in bogemelde saak op 6 Januarie 1995, en ter uitvoering van 'n lasbrief vir eksekusie, sal die Balju, Pretoria Sentraal, op 25 Julie 1995 om 10:00, die ondervermelde eiendom in eksekusie verkoop te NG Sinodale Sentrum, Visagiestraat 234, Pretoria, aan die hoogste bieër. Voorwaardes sal ter insae lê te Messcorhuis, Margarethastraat 30, Pretoria Sentraal:

Die eiendom wat aldus te koop aangebied word, staan bekend as Woonstel 209, Montrose, Schoemanstraat 570, Pretoria, en word omskryf as Deel 18, soos aangetoon en volledig beskryf op Deelplan SS128/1981 ("die deelplan") in die gebou of geboue bekend as "Montrose" waarvan die deel se vloeroppervlakte, volgens genoemde deelplan 54 (vier-en-vyftig) vierkante meter groot is ("die deel verbind"); en

'n onverdeelte aandeel in die gemeenskaplike eiendom in die grond en geboue of geboue, soos aangetoon en meer volledig beskryf op die genoemde deelplan ("die gemeenskaplike eiendom") toegedeel aan die deel verbind in ooreenstemming met die deelnemingskwota van die deel verbind. Gehou onder sertifikaat van Geregistreerde Deelplan ST128/109(18)(Unit).

Die eiendom bestaan na bewering, maar sonder waarborg, uit: Sit/eetkamer, een slaapkamer mini woonstel, badkamer, eiendom is geleë in 'n gevestigde area, in 'n ou multi verdieping gebou.

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

Gemelde eiendom sal verkoop word op die voorwaardes wat uitgelees sal word deur die Balju ten tye van die verkoping, welke voorwaardes nagegaan kan word by die kantore van die Balju, Pretoria-Sentraal.

Geteken te Pretoria hierdie 23ste dag van Junie 1995.

Couzyn Hertzog & Horak Ing., Praetor Forumgebou, Van der Waltstraat 269, Pretoria. (Tel. 322-8780.) (Verw. mev. de Villiers/T2120.)

Saak 2706/95

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

In die saak tussen **First National Bank Ltd,** Eiser, en **Michael Thomas Minne,** Verweerder

Ingevolge uitspraak van die Landdros Kempton Park, en lasbrief tot eksekusie, gedateer 31 Maart 1995, sal die hiernagenoemde eiendom op Donderdag, 27 Julie 1995 om 10:00, verkoop word aan die hoogste bieder deur die Balju, Landdroshof, te Parkstraat 8, Kempton Park:

Erf 94, Pomona-dorpsgebied, 1 176 (eenduisend eenhonderd ses-en-sewentig) vierkante meter, Registrasieafdeling IR, Transvaal, gehou kragtens Verband B3621/89, B25212/92 en B8597/93, ten gunste van First National Bank en Transportakte T26044/82.

Die vonniseiser beskrywe die verbeterings op die eiendom as volg maar geen waarborge word gegee in hierdie verband:

Verbeterings: Woonhuis gebou van stene, teëldak, bestaande uit sitkamer, twee toilette, kombuis, twee badkamers, drie slaapkamers, studeerkamer, eetkamer, twee motorhuise en oprit.

Terme: Die koper sal tien persent (10%) van die koopsom onmiddellik na die veiling in kontant aan die afslaer betaal. Die balans, plus rente betaalbaar met registrasie van transport, moet verseker word deur 'n bank- of bouverenigingwaarborg aan die Balju, binne veertien (14) dae na afloop van die veiling.

Die volle verkoopvoorwaardes sal deur die Balju, Landdroshof, uitgelees word net voor die veiling, en kan nagesien word in die kantore van die Balju, Landdroshof, Parkstraat 8, Kempton Park.

P. A. Aucamp, Prokureurs vir Eiser, 92 Monument Road, Kempton Park. (Tel. 970-3476/7/8.) (Verw. Mr Aucamp/MC/F58.)

Saak 87/92

IN DIE LANDDROSHOF VIR DIE DISTRIK CULLINAN GEHOU TE CULLINAN

In die saak tussen **Munisipaliteit van Rayton,** Eiser, en **Gerrit Julius Pretorius,** Verweerder

Ingevolge 'n uitspraak van bogenoemde Hof en lasbrief vir eksekusie, gedateer 2 September 1992, sal die hieronder-vermelde eiendom geregtelik verkoop word op Vrydag, 4 Augustus 1995 om 11:00, te die Landdroskantoor Cullinan, op die Rayton-Cullinanpad, aan wie die hoogste aanbod maak:

Erf 361, geleë in Rayton, Registrasieafdeling JR, Transvaal, groot 1 115 (eenduisend eenhonderd en vyftien) vierkante meter, geleë te Kelfkinstraat 2, Rayton, gehou kragtens Akte van Transport T21880/1990.

Volgens inligting wat Eiser kon bekom is gesegde eiendom onbebou en gesoneer vir woondoeleindes in 'n geproklameerde dorp en is die eiendom verbeter met basiese munisipale dienste en is verder onverbeterd. Geen waarborge word egter verstrek nie.

Die verkoopvoorwaardes wat onmiddellik voor die verkoping gelees sal word, lê ter insae by die kantore van die Balju, Cullinan, Madeliefiestraat 11, Riamarpark, Bronkhorstspruit, en bevat onder ander die volgende voorwaardes:

(a) Die koper moet 'n deposito van 20% (twintig persent) van die koopprys kontant op die dag van verkoping betaal, 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, binne 14 dae na die datum van verkoping.

(b) Die koper moet op die dag van verkoping betaal, bo en behalwe die deposito en balans van die koopprys, afslaerskommissie plus BTW, soos bepaal deur die reëls.

Geteken te Pretoria op hierdie 26ste dag van Junie 1995.

C. J. van der Merwe, vir Van der Merwe Prokureurs, Prokureurs vir Eiser, Tullekenstraat 27, Berea, Pretoria. [Tel. (012) 320-2844/5/6/7.] (Verw. C. J. van der Merwe/rdb.)

Saak 13848/94

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **ABSA Bank Beperk,** Eiser, en **Peter Alexander Sutton,** Eerste Verweerder, en **Aletta Dorothea Sutton,** Tweede Verweerder

'n Eksekusieverkoping word gehou deur die Balju, Pretoria-Sentraal, te NG Sinodalesentrum, Visagiestraat 234, Pretoria, op 25 Julie 1995 om 10:00, van:

Gedeelte 1 van Erf 100, Gezina-dorpsgebied, Registrasieafdeling JR, Transvaal, groot 1 151 vierkante meter, gehou kragtens Akte van Transport T52506/1980, beter bekend as Haarhoffstraat 669, Gezina.

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

Verbeterings: 'n Baksteenwoonhuis met teëldak, volvloermatte, novilon- en teëlvloere, bestaande uit 'n sitkamer, eetkamer, gesinskamer, kombuis, vier slaapkamers, studeerkamer, badkamer en aparte toilet.

Buitegeboue: Twee motorafdakke, stoorkamer, personeelkamer en toilet. Die eiendom is gesoneer vir woondoeleindes.

Besigtig voorwaardes by Balju, Pretoria-Sentraal, Messcorhuis, Margarethastraat 30, Pretoria.

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

Saak 27611/95

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **ABSA Bank Beperk,** handeldrywende as Allied Bank, Eiser, en **Landman Martha Magdalena** (Identiteitsnommer 6011090154080), Verweerder

'n Openbare veiling sonder 'n reserwe prys sal deur die Balju Wes, te Kamer 603A, Sesde Verdieping, Olivettihuis, hoek van Schubart- en Pretoriusstraat, Pretoria, op 27 Julie 1995 om 10:00, volgens voorwaardes wat nou by die kantore van die Balju Wes, te Kamer 607, Sesde Verdieping, Olivettihuis, hoek van Schubart- en Pretoriusstaat, Pretoria, ter insae lê en wat ten tye van die veiling voorgelees sal word, van die volgende eiendom:

Erf 497, geleë in die dorpsgebied Hermanstad, Registrasieafdeling JR, Transvaal, groot 651 (seshonderd een-en-vyftig) vierkante meter, gehou kragtens Akte van Transport T23745/91, hierdie eiendom is geleë te 576 Lanternstraat, Hermanstad, Pretoria.

Die volgende verbeterings is op die eiendom aangebring: Sitkamer, eetkamer, kombuis, drie slaapkamers, twee badkamers. Konstruksie: Mure (baksteen), dak (teëls), plafon (komposisie bord), vloer (matte). Buitegeboue: Enkelmotorhuis en toilet.

Geen waarborg omtrent die omvang van die eiendom en verbeterings daarop word gegee nie.

Terme:

1. Die eiendom word verkoop sonder reserweprys.

2. 'n Deposito van 10% (tien persent) van die koopprys is onmiddellik betaalbaar. Vir die restant van die koopprys moet waarborge gelewer word binne 14 dae aan die balju.

3. Die koper betaal die Balju se kommissie.

4. Die eiendom word voetstoots verkoop.

Gedateer te Pretoria op hierdie 22ste dag van Junie 1995.

E. J. J. Geyser, vir Rooth & Wessels, Tweede Verdieping, Eerste Nasionale Bankgebou, Kerkplein, Pretoria. (Tel. 325-2940.) (Verw. Geyser/Mev. Mare/A1963.)

Saak 82923/94

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **ABSA Bank Beperk,** handeldrywende as Allied Bank, Eiser, en **Venter Hendrik Johannes** (Identiteitsnommer 5903295043004), Verweerder

'n Openbare veiling sonder 'n reserwe prys sal deur die Balju Wes, te Kamer 603A, Sesde Verdieping, Olivettihuis, hoek van Schubart- en Pretoriusstraat, Pretoria, op 27 Julie 1995 om 10:00, volgens voorwaardes wat nou by die kantore van die Balju Wes, te Kamer 607, Sesde Verdieping, Olivettihuis, hoek van Schubart- en Pretoriusstaat, Pretoria, ter insae lê en wat ten tye van die veiling voorgelees sal word, van die volgende eiendom:

Resterende gedeelte van Erf 48, geleë in die dorpsgebied Daspoort, Registrasieafdeling JR, Transvaal, groot 991 (negehonderd een-en-negentig) vierkante meter, gehou kragtens Akte van Transport T90951/93, hierdie eiendom is geleë te 795 Friedastraat, Daspoort, Pretoria.

Die volgende verbeterings is op die eiendom aangebring: Sitkamer/eetkamer (gekombineer), kombuis, twee slaapkamers, badkamer en toilet. Konstruksie: Mure (baksteen), dak (yster), plafon (komposisie bord), vloer (PVC grano). Buitegeboue: Enkelmotorhuis, toilet en bediende kamer.

Geen waarborg omtrent die omvang van die eiendom en verbeterings daarop word gegee nie.

Terme:

1. Die eiendom word verkoop sonder reserweprys.

2. 'n Deposito van 10% (tien persent) van die koopprys is onmiddellik betaalbaar. Vir die restant van die koopprys moet waarborge gelewer word binne 14 dae aan die balju.

3. Die koper betaal die Balju se kommissie.

4. Die eiendom word voetstoots verkoop.

Gedateer te Pretoria op hierdie 22ste dag van Junie 1995.

E. J. J. Geyser, vir Rooth & Wessels, Tweede Verdieping, Eerste Nasionale Bankgebou, Kerkplein, Pretoria. (Tel. 325-2940.) (Verw. Geyser/Mev. Mare/A1790.)

Case 8330/95
PH 196

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **NBS Bank Limited,** Plaintiff, and **Hlatshwayo, Zachius,** First Defendant, and **Hlatshwayo, Nonhlanhla Patricia,** Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the offices of the Sheriff, 50 Edwards Avenue, Westonaria, on 28 July 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, Westonaria, 50 Edwards Avenue, Westonaria, prior to the sale:

Erf 1128, in the Township of Lawley Extension 1, Registration Division IQ, Province of Pretoria-Witwatersrand-Vereeniging, in extent 400 (four hundred) square metres, situated at 1128 Tripod Crescent, Lawley Extension 1.

The following improvements are reported to be on the property (but nothing is guaranteed): Residence, single-storey dwelling, detached, built of bricks and painted plaster, under tiled roof. Floors: Granolithic floors, comprising lounge, kitchen, three bedrooms, bathroom and w.c. Outbuildings: Boundary fencing.

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

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

Melman & McCarthy, Plaintiff's Attorneys, Suite 301, His Majesty's Building, Joubert Street, Johannesburg. (Tel. 838-4731.) (Ref. D. McCarthy/J. Soma/MN6764.)

Case 8331/95
PH 196

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **NBS Bank Limited,** Plaintiff, and **Dike, Sikhungo Attwell,** First Defendant, and **Dike, Ntoba Nelly,** 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 Salesrooms of the Sheriff, 182 Progress Road, Technikon, Roodepoort, on 28 July 1995 at 10:00, of the undermentioned property of the Defendants on the conditions which will lie for inspection at the offices of the Sheriff, Roodepoort, 182 Progress Road, Tecknikon, Roodepoort, prior to the sale:

Erf 481, in the Township of Mmesi Park, Registration Division IQ, Province of Pretoria-Witwatersrand-Vereeniging, in extent 300 (three hundred) square metres, situated at 481 Mmesi Park, Dobsonville.

The following improvements are reported to be on the property (but nothing is guaranteed): Residence, single-storey dwelling, detached, built of bricks and painted plaster, under tiled roof. Floors: Fitted carpets and tiles, comprising lounge, kitchen, three bedrooms, bathroom and w.c. Outbuildings: Boundary fencing.

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

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

Melman & McCarthy, Plaintiff's Attorneys, Suite 301, His Majesty's Building, Joubert Street, Johannesburg. (Tel. 838-4731.) (Ref. D. McCarthy/J. Soma/MN6762.)

Case 11623/95
PH 196

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

In the matter between **NBS Bank Limited,** Plaintiff, and **Ngako, Nzingo 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 office of the Sheriff, 131 Marshall Street, Johannesburg, on 27 July 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, Second Floor, TFC House, 32 Von Brandis Street, Johannesburg, prior to the sale:

All right, title and interest in the leasehold in Erf 1376, Klipspruit Extension 4 Township, Registration Division IQ, province of Pretoria–Witwatersrand–Vereeniging, in extent 150 (one hundred and fifty) square metres, situated at 1376 Klipspruit Extension 4, Soweto.

The following improvements are reported to be on the property (but nothing is guaranteed): Residence, single-storey dwelling, detached, built of bricks and painted plaster under 20 degree pitched tiled roof. Floors: Fitted carpets and vinyl tiles, comprising combined lounge and dining-room, kitchen, three bedrooms, bathroom and w.c. Outbuildings: Boundary fencing and paving.

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

Dated at Johannesburg on this the 27th day of June 1995.

Melman & McCarthy, Plaintiff's Attorneys, Site 301, His Majesty's Building, Joubert Street, Johannesburg. (Tel. 838-4731.) (Ref. D. McCarthy/J. Soma/MN6779.)

Case 19960/95

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

In the matter between **ABSA Bank Limited** (United Division), Plaintiff, and **Nicolene Suzette Smith,** Defendant

A sale will be held at N G Sinodale Centre, 234 Visagie Street, Pretoria, on Tuesday, 25 July 1995 at 10:00, of:

Section 50, as shown on Sectional Plan SS135/83, in the building Hamilton Gardens situated at Erf 3278, Pretoria, Local Authority City Council of Pretoria, measuring 88 square metres; and

An undivided share in the common property in the land and building held under Deed of Transfer ST104310/92, known as Flat 902, Hamilton Gardens, 341 Visagie Street, Pretoria.

Particulars are not guaranteed.

Two-bedroomed flat with lounge, dining-room, kitchen and bathroom.

Inspect conditions at Sheriff, Pretoria Central, Messcor House, 30 Margaretha Street, Pretoria.

J. A. Alheit, for MacRobert De Villiers Lunnon & Tindall Inc. (Tel. 328-6770.) (Ref. N1/A-434264/JAA/J. S. Herbst.)

Case 28525/95

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

In the matter between **Transnet Limited,** Plaintiff, and **Hermanus Christoffel Zaayman,** First Defendant, and **Susanna Cegriya Zaayman,** Second Defendant

A sale will be held at N G Sinodale Centre, 234 Visagie Street, Pretoria, on Tuesday, 25 July 1995 at 10:00, of:

Sections 21 and 90, as shown on Sectional Plan SS29/86, in the building Naledi situated at Erf 66, Trevenna, Local Authority, City Council of Pretoria, measuring 71 square metres and 21 square metres; and

An undivided share in the common property in the land and building held under Deed of Transfer ST8469/94, dated 8 February 1994, known as Flat 201, Naledi, 83 Greef Street, Sunnyside.

Particulars are not guaranteed.

Two-bedroomed flat with lounge, dining-room, kitchen, bathroom, toilet and garage.

Inspect conditions at Sheriff, Pretoria Central, Messcor House, 30 Margaretha Street, Pretoria.

J. A. Alheit, for MacRobert De Villiers Lunnon & Tindall Inc. (Tel. 328-6770.) (Ref. N2/A-439422/JAA/J. S. Herbst.)

Case 2493/95

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

In the matter between **ABSA Bank Limited** (United Division), Plaintiff, and **Lekhudile John Masemola,** First Defendant, and **Malintja Noti Masemola,** Second Defendant

A sale will be held at the Sheriff, Wonderboom, Portion 83, De Onderstepoort (just north of Sasko Mills), old Warmbaths Road, Bon Accord, on Friday, 28 July 1995 at 11:00, of:

Erf 21120, in the Township Mamelodi, Registration Division JR, Transvaal, measuring 289 square metres, known as Erf 21120, Mamelodi East, Rethabile.

Particulars are not guaranteed.

Dwelling with lounge, kitchen, two bedrooms and bathroom.

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

J. A. Alheit, for MacRobert De Villiers Lunnon & Tindall Inc. (Tel. 328-6770.) (Ref. N1/A-439406/JAA/J. S. Herbst.)

Case 27249/95

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

In the matter between **ABSA Bank Limited,** Plaintiff, and **Ronald George Petersen,** Defendant

A sale will be held at Sinodale Centre, 234 Visagie Street, Pretoria, on Tuesday, 25 July 1995 at 10:00:

(a) Section 22, as shown on Sectional Plan SS91/1980, in the building Zulweni, situated at Erf 91, Arcadia, Local Authority, City Council of Pretoria, measuring 96 (ninety-six) square metres; and

(b) an undivided share in the common property in the land and building held under Deed of Transfer ST91264/1992 dated 7 October 1992.

Known as Flat 306, Zulweni, 588 Church Street, Arcadia.

Particulars are not guaranteed.

For residential use.

Flat: Lounge, dining-room, kitchen, two and a half bedrooms and bathroom. Carport.

Inspect conditions at Sheriff, Pretoria Central, Messcor House, 30 Margareta Street, Riverdale, Pretoria.

J. A. Alheit, for MacRobert De Villiers Lunnon & Tindall Inc. (Tel. 328-6770 × 313.) (Ref. N1/B-439432/JAA/M. Oliphant.)

Case 29837/95

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

In the matter between **ABSA Bank Limited,** Plaintiff, and **Robert Byron Keys,** First Defendant, and **Anna Catharina Keys,** Second Defendant

A sale will be held at Room 603A, Sixth Floor, Olivetti House, corner of Schubart and Pretorius Streets, Pretoria, Thursday, 27 July 1995 at 10:00:

Portion 2, Erf 252, situated in the Township of Claremont, Pretoria, Registration Division JR, Transvaal, measuring 1 572 square metres, known as 989 Hanny Street, Claremont, 0082.

Particulars are not guaranteed.

Dwelling: Lounge, dining-room, kitchen, three bedrooms and bathroom. Staffroom, toilet and single garage.

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.) (Ref. N1/B-439450/JAA/M. Oliphant.)

Case 29175/95

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

In the matter between **ABSA Bank Limited** (Allied Division), Plaintiff, and **Hermanus Barend Jansen van Vuuren,** First Defendant, and **Anne-Marie Jansen van Vuuren,** Second Defendant

A sale will be held at N G Sinodale Centre, 234 Visagie Street, Pretoria, on Tuesday, 25 July 1995 at 10:00, of:

Section 10, as shown on Sectional Plan SS563/93, in the building Vidi, situated at Erf 636, Wonderboom South, Local Authority, City Council of Pretoria, measuring 95 square metres; and

an undivided share in the common property in the land and building held under Deed of Transfer ST3442/95 dated 18 January 1995, exclusive use of garage G21, measuring 16 square metres, exclusive use of parking P12, measuring 20 square metres, known as Flat 206, Vidi Flats, corner of De Beer Street and 10th Avenue, Wonderboom South.

Particulars are not guaranteed.

Dwelling: Lounge, dining-room, kitchen, three bedrooms, bathroom and toilet. Single carport.

Inspect conditions at Sheriff, Pretoria Central, Messcor House, 30 Margaretha Street, Pretoria.

J. A. Alheit, for MacRobert De Villiers Lunnon & Tindall Inc. (Tel. 328-6770.) (Ref. N1/B-439439/JAA/J. S. Herbst.)

Case 1556/93
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 **Fitzgerald, Patrick Nicholas,** Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office, Krugersdorp, on 2 August 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 Section 13, as shown and more fully descirbed on Sectional Plan SS67/1991, in the scheme known as Shilanu Villas, situated in the Township of Kenmare Extension 4, being Flat 13, Shilanu Villas, corner of Longford and Tipperary Streets, Kenmare Extension 4, Krugersdorp.

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 185 (one hundred and eighty-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, family room, separate shower, two separate toilets, three bedrooms, two bathrooms with outbuildings with similar construction comprising two garages.

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

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

Dated at Johannesburg this 27th day of June 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/F.69.)

Case 7346/95
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 **Shabalala, Samuel Mphikeleli,** 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 1 August 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 Lot 3007, situated in the Township of Likole Extension 1, Registration Division IR, Transvaal, being 3007 Likole Extension 1, measuring 261 (two hundred and sixty-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, two bedrooms and bathroom.

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

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

Dated at Johannesburg this 27th day of June 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/S655.)

Case 17012/92
PH 104

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

In the matter between **The Standard Bank of S.A. Ltd,** Execution Creditor, and **Smith, Terence Michael Frederick,** 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 3 August 1995 at 10:00, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the Offices of the Sheriff, Johannesburg East, 131 Marshall Street, Johannesburg, prior to the sale:

Certain Erf 946 and Erf 948, situated in the Township of Kensington, Registration Division IR, Transvaal, being 60 Roberts Avenue, Kensington, Johannesburg, measuring 495 (four hundred and ninety-five) square metres.

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

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

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

Dated at Johannesburg this 27th day of June 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/S276.)

Saak 7047/94

IN DIE LANDDROSHOF VIR DIE DISTRIK RUSTENBURG GEHOU TE RUSTENBURG

In die saak tussen **Coetzee, A. S.,** Eiser, en **Segoai, S. S.,** Verweerder

Eksekusieverkoping gehou te word te die Landdroshof, hoek van Klopper- en Van Stadenstraat, Rustenburg, op 21 Julie 1995 om 11:00, van:

Sekere Erf 1764, in die dorp Geelhoutpark-uitbreiding 6, Registrasieafdeling JQ, Transvaal, bekend as Hedeiralaan 41, Rustenburg.

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

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

Die verkoopvoorwaardes kan ingesien word by die kantore van die Geregsbode, Rustenburg.

C. M. Weiss, vir Weiss Combrink & Vennote, Steenstraat 19, Rustenburg.

Saak 8359/93

IN DIE LANDDROSHOF VIR DIE DISTRIK ALBERTON GEHOU TE ALBERTON

In die saak tussen **Nedcor Bank Bpk.** (Nedfin Divisie), Eiser, en **Barend Daniel Bouwer,** Verweerder

Ten uitvoerlegging van 'n vonnis in die Landdroshof, Alberton, gedateer 26 Julie 1994 en 'n lasbrief vir eksekusie gedateer 29 Augustus 1994, sal die volgende eiendom in eksekusie verkoop word sonder reserwe en aan die hoogste bieder op Woensdag, 26 Julie 1995 om 10:00, deur die Balju vir die Landdroshof te Du Plessisstraat 4, Alberton:

Sekere Standplaas 2491, Brackendowns-uitbreiding 5, Registrasieafdeling IR, Transvaal, ook bekend as Kammanassie-straat 5, Brackendowns, Alberton, groot 1 182 (eenduisend eenhonderd twee-en-tagtig) vierkante meter, gehou deur NBS Bank Bpk., gehou onder Akte van Transport T6129/1978.

Sonering: Residensieel.

Spesiale gebruiksvergunnings of vrystellings: Geen.

Die Vonnisskuldenaar beskryf die verbeteringe op die eiendom sonder om dit te waarborg as volg: *Hoofgebou:* Baksteen en gepleisterde mure, teëldak en bestaande uit eetkamer, sitkamer, drie slaapkamers, kombuis, badkamer, toilet en TV-kamer. *Buitegeboue:* Dubbelmotorhuis en motorafdak.

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 16,75% (sestien 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 Du Plessisstraat 4, Alberton.

Gedateer te Alberton op hierdie 19de dag van Junie 1995.

Chris Fourie Attorney, Tweede Laan 27, Alberton. (Tel. 907-2880.) (Verw. CF/AH0121/306.)

Saak 1096/94

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Witwatersrandse Plaaslike Afdeling)

Saambou Bank Beperk *versus* **Jack Jacobus Frederick Koekemoer,** en **Magdalena Johanna Koekemoer**

Kragtens 'n Hofbevel toegestaan in die Hooggeregshof van Suid-Afrika (Witwatersrandse Plaaslike Afdeling) op 2 Mei 1994, sal die volgende eiendom op 31 Julie 1995 om 10:00, deur die Balju, Du Pesaniegebou, Joubertstraat 72, Germiston, per publieke veiling verkoop word:

Gedeelte 72 van Erf 68, Klippoortjie-landbouhoewe-dorpsgebied, Registrasieafdeling IR, Transvaal, geleë te Cruywagen-straat 27, Germiston, met alle verbeteringe daarop, synde sit-/eetkamer, drie slaapkamers, stort/waskamer, badkamer, kombuis, motorhuis, bediendekamer en buitetoilet.

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: 28 Junie 1995.

Otto Hayes, St Albansstraat 38, Brixton.

Saak 8213/94

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Witwatersrandse Plaaslike Afdeling)

Saambou Bank Beperk *versus* **Arthur James Richard Norman** en **Joelinda Amanda Norman**

Kragtens 'n Hofbevel toegestaan in die Hooggeregshof van Suid-Afrika (Witwatersrandse Plaaslike Afdeling) op 26 April 1994, sal die volgende eiendom op 31 Julie 1995 deur die Balju, Du Pesaniegebou, Joubertstraat 74, Germiston, per publieke veiling verkoop word:

Gedeelte 124 van Erf 54, Klippoortjie-landbouhoewes, Registrasieafdeling IR, provinsie van Pretoria–Witwatersrand–Vereeniging, geleë te Leidemanstraat 4, Elsburg, met alle verbeteringe daarop, synde sitkamer, kroeg, drie slaapkamers, toilet, badkamer, strykkamer, kombuis, twee motorhuise, losstaande badkamer, waskamer en stort vas aan huis.

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: 29 Junie 1995.

Coetsee, Hayes Ing., Carolinestraat 76, Brixton.

Saak 3186/94

IN DIE HOOGGEREGSHOF VAN SUID AFRIKA

(Witwatersrandse Plaaslike Afdeling)

Saambou Bank Beperk *versus* **Willem Johannes Bastiaan Wiegand** en **Gesina Cornelia Wiegand**

Kragtens 'n Hofbevel toegestaan in die Hooggeregshof van Suid-Afrika (Witwatersrandse Plaaslike Afdeling) op 9 Mei 1994, sal die volgende eiendom op 31 Julie 1995 deur die Balju, Du Pesaniegebou, Joubertstraat 74, Germiston, per publieke veiling verkoop word:

Erf 8, Castleview-dorpsgebied, Registrasieafdeling IR, provinsie van Pretoria–Witwatersrand–Vereeniging, geleë te Kliplingstraat 7, Castleview, Germiston, met alle verbeteringe daarop, synde sitkamer, drie slaapkamers, kombuis, motorhuis, buitetoilet en stoorkamer.

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: 29 Junie 1995.

Coetsee, Hayes Ing., Carolinestraat 76, Brixton.

Case 6656/94

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

In the matter between **Turner, S. F.,** Plaintiff, and **Botha, Peter Cecil,** Defendant

Kindly take notice that pursuant to a judgment of the above Honourable Court granted on 7 September 1994 and subsequent warrant of execution, the following property will be sold in execution by the Sheriff on 4 August 1995 at 10:00, at the offices of the Sheriff's, 41A Beaconsfield, Vereeniging, namely:

Holding 15, Van der Westhuizenhoogte-landbouhoewes.

Vacant stand.

And take further notice that the conditions of sale will lie for inspection at the offices of the Sheriff of the Court, and contain *inter alia* the following provisions:

1. The sale will be held by public auction and without reserve and will be voetstoots.

2. The price shall bear interest at the rate current from time to time in terms of the mortgage bond over the property, held by the Plaintiff from date of sale to date of payment.

3. Immediately after the sale the purchaser shall sign the conditions of sale which can be inspected at the Sheriff's Office, Vereeniging.

4. The purchaser shall pay all the amounts necessary to obtain transfer of the property, including all costs of transfer, transfer duty, any rentals and other charges due to the local authority, interest ect.

5. The purchase price shall be paid 10% (ten per cent) thereof together with the Sheriff's auction, immediately after the sale, in cash or by bank-guaranteed cheque, and the unpaid balance together with interest on the full purchase price, to be paid or secured by a bank or building society guarantee within 14 (fourteen) days from the date of sale.

6. Failing compliance with the provisions of the conditions of sale, the purchaser may be compelled to pay 10% (ten per cent) of the purchase price as rouwkoop.

7. The full conditions of sale are available for inspection at the office of the Sheriff, Vereeniging.

Dated at Vereeniging on the 28th day of June 1995.

McLoughlin, Venter & Kruger Inc., 31 Merriman Avenue, Vereeniging; P.O. Box 1184, Vereeniging. [Tel. (016) 22-5161.] (Ref. COLL/IG/T218/M466.)

Saak 2519/95

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

In die saak tussen **NBS Bank Beperk,** Eksekusieskuldeiser, en **Lance McGeer,** Eksekusieskuldenaar

Ingevolge uitspraak in die Landdroshof van Kempton Park en 'n lasbrief vir eksekusie gedateer 23 Maart 1995, die hiernagenoemde eiendom op Donderdag, 27 Julie 1995 om 10:00, by die Balju se Kantore te Parkstraat 8, Kempton Park, verkoop word per publieke veiling aan die hoogste bieder op die verkoopvoorwaardes wat deur die afslaer uitgelees sal word net voor die veiling en welke verkoopvoorwaardes nagegaan kan word te die Baljukantore, Parkstraat 8, Kempton Park:

Erfdeel 5, soos getoon en meer volledig beskryf op Deelplan SS649/93, in die skema bekend as Laurahof, ten opsigte van die grond en gebou of geboue, geleë te 1014, Norkem Park-uitbreiding 2-dorpsgebied, Plaaslike Bestuur: Kempton Park Stadsraad, waarvan die vloeroppervlakte volgens die genoemde deelplan 93 (drie-en-negentig) vierkante meter groot is; en

'n onverdeelde aandeel in die gemeenskaplike eiendom in die skema toegedeel aan die genoemde deel in ooreenstemming met die deelnemingskwota soos getoon op die genoemde deelplan, ook bekend as Laurahof 5, Pongolarivierrylaan, Norkem Park, Kempton Park, gehou onder Titelakte ST5883/94.

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

Verbeterings: Sitkamer, badkamer, toilet, twee slaapkamers, motorhuis, kombuis, 'n oprit, alles onder 'n geteëlde dak en omring met baksteenmure.

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

Gedateer te Kempton Park hierdie 28ste dag van Junie 1995.

M. M. Cowley, vir Johan Jacobs & Malcolm Moodie, Prokureurs vir Eiser, Tweede Verdieping, Myrtlegebou, Wesstraat 23, Posbus 75, Kempton Park, 1620. (Tel. 970-1216.) (Verw. mev. Cowley/RG/LN1756.)

Saak 8489/95

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **Die Standard Bank van Suid-Afrika Beperk,** Eiser, en **Dipeolwane Cornelius Rametsi,** Eerste Verweerder, en **Ouma Yvonne Rametsi,** Tweede Verweerder

Ten uitvoerlegging van 'n vonnis in die bogemelde Agbare Hof en 'n lasbrief vir eksekusie word die volgende eiendom in eksekusie verkoop op Vrydag, 28 Julie 1995 om 11:00, deur die Balju vir die Hooggeregshof, Wonderboom, gehou by die kantore van die Balju, Wonderboom, Gedeelte 83, De Onderstepoort, ou Warmbadpad, Bon Accord (net noord van Sasko Meule), aan die hoogste bieder:

Erf 23177, Mamelodi-uitbreiding 4-dorpsgebied, Registrasieafdeling JR, Transvaal, groot 348 (driehonderd agt-en-veertig) vierkante meter, gehou kragtens Akte van Transport TL57853/92, onderhewig aan die voorwaardes daarin vervat.

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

Straatadress: Huis 23177, Mamelodi-uitbreiding 4-dorpsgebied.

Verbeteringe: Woonhuis bestaande uit drie slaapkamers, aparte toilet, sitkamer, kombuis en badkamer.

Reserweprys: Die eiendom word verkoop sonder reserwe.

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

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

Geteken te Pretoria op die 14de dag van Junie 1995.

F. M. Nel, vir Truter & Wessels, Prokureurs vir Eiser, Vyfde Verdieping, De Kleine Admiraal, Andriesstraat 76, Pretoria. (Verw. Nel/S2115/RE.)

Saak 5095/95

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **Die Standard Bank van Suid-Afrika Beperk,** Eiser, en **Michael John Cordier,** Verweerder

Ten uitvoerlegging van 'n vonnis in die bogemelde Agbare Hof en 'n lasbrief vir eksekusie word die volgende eiendom in eksekusie verkoop op Woensdag, 2 Augustus 1995 om 10:00, deur die Balju vir die Hooggeregshof, Pretoria-Oos, gehou by die kantore van die Balju, Pretoria-Oos, Strubenstraat 142, Pretoria, aan die hoogste bieder:

(a) Gedeelte 30, soos aangetoon en meer volledig beskryf op Deeltitelplan SS84/89, in die geboue bekend as Moreleta Meent, geleë te Erf 824, geleë in die dorpsgebied Moreletapark-uitbreiding 2-dorpsgebied, waarvan die vloerarea, volgens die genoemde deeltitelplan 73 (drie-en-sewentig) vierkante meter beslaan; en

(b) 'n onverdeelde aandeel in die gemene eiendom in die land en gebou of geboue soos aangetoon en meer volledig beskryf of die genoemde deeltitelplan, toegedeel tot die genoemde gedeelte in ooreenstemming met die deelnemingskwota van die gemelde gedeelte, gehou kragtens Sertifikaat van Geregistreerde Deeltitel ST84/1989 (Eenheid).

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

Straatadress: Gedeelte 30, Moreleta Meent, Rubensteinstraat 690, Moreletapark-uitbreiding 2.

Verbeteringe: Simpleks bestaande uit woonkamer, eetkamer, twee slaapkamers, badkamer, kombuis en motorhuis. Gemene eiendom bestaande uit twee bediendekamers, ses bediende toilette, stoorkamer, 80 motorhuise, swembad, braaiarea en lapa.

Reserweprys: Die eiendom word verkoop sonder reserwe.

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

Voorwaardes: Die volle voorwaardes van verkoping wat deur die Balju van die Hooggeregshof van Pretoria-Oos, onmiddellik voor die verkoping uitgelees sal word, sal ter insae lê by die kantore van die Balju vir die Hooggeregshof, Pretoria-Oos, Strubenstraat 142, Pretoria.

Geteken te Pretoria op die 19de dag van Junie 1995.

F. M. Nel, vir Truter & Wessels, Prokureurs vir Eiser, Vyfde Verdieping, De Kleine Admiraal, Andriesstraat 76, Pretoria. (Verw. Nel/S1981/RE.)

Case 10382/95

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Johannes Petrus Maree,** Defendant

A sale in execution of the undermentioned property is to be held without reserve at Sheriff, Vereeniging, at the offices of De Klerk, Vermaak & Partners, Overvaal Building, 28 Kruger Avenue, Vereeniging, on Thursday, 3 August 1995 at 10:00:

Full conditions of sale can be inspected at the Sheriff, Vereeniging, at the above address and will be read out prior to the sale.

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

Property: Erf 1110, situated in the Township of Sonlandpark, Registration Division IQ, Transvaal, known as 12 Gerrie van der Walt Crescent, Sonlandpark.

Improvements: Five bedrooms, kitchen, lounge, family room, two bathrooms, dining-room, two garages and swimming-pool.

Hack Stupel & Ross, Attorneys for the Plaintiff, P.O. Box 2000, Pretoria. [Tel. (012) 325-4185.] (Ref. B. du Plooy/ LVDM/GT2505.)

Case 33907/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Baloyi, Mzamani Hendrick,** First Defendant and **Baloyi, Matsoga Lischen,** 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, Kempton Park, at 8 Park Street, Kempton Park, on Thursday, 27 July 1995 at 10:00, of the undermentioned property of the Defendants on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff prior to the sale:

Certain Erf 1075, Birchleigh Extension 1 Township, Registration Division IR, Transvaal, situated at 28 Springbok Avenue, Birchleigh Extension 1, Kempton Park.

Area: 991 (nine hundred and ninety-one) square metres.

Improvements (not guaranteed): Lounge, dining-room, three bedrooms, bathroom, separate toilet, kitchen, 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 12th day of June 1995.

Maisels Smit & Lowndes, Attorneys for Plaintiff, Second Floor, Nedbank Park, 13 Girton Road, Parktown, Johannesburg. (Tel. 484-1777.) (Ref. KP009E/mgh/tf.)

Case 11200/95

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Moloi, Tsoarelo Minerva Ingrid,** 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, 27 July 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 991, Yeoville Township, Registration Division IR, Transvaal.

2. Erf 992, Yeoville Township, Registration Division IR, Transvaal, situated at 59 Muller Street, Yeoville.

Area: 1. 495 (four hundred and ninety-five) square metres.

2. 495 (four hundred and ninety-five) square metres.

Improvements (not guaranteed): Four bedrooms, two bathrooms and three other rooms.

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

Auctioneer's charges are payable and calculated at 5% (five per cent) on the proceeds of the sale up to a price of R20 000 and thereafter 3% (three per cent) to a maximum fee of R6 000 and a minimum of R200.

Dated at Johannesburg on this the 7th day of June 1995.

Maisels Smit & Lowndes, Attorneys for Plaintiff, Second Floor, Nedbank Park, 13 Girton Road, Parktown, Johannesburg. (Tel. 484-1777.) (Ref. N4114E/mgh/tf.)

Case 11643/95

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Plaatjies, Elizabeth,** 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, 27 July 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 4365, Eldorado Park Extension 8 Township, Registration Division IQ, Transvaal, situated at 167 Ascot Road, Eldorado Park Extension 8.

Area: 314 (three hundred and fourteen) square metres.

Improvements (not guaranteed): Incompleted dwelling comprising bedroom, lounge 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 5th day of June 1995.

Maisels Smit & Lowndes, Attorneys for Plaintiff, Second Floor, Nedbank Park, 13 Girton Road, Parktown, Johannesburg. (Tel. 484-1777.) (Ref. N4245E/mgh/tf.)

Case 11639/95

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

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Nelson, Lorraine Terssa,** Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of Sheriff, Johannesburg South (Lenasia North), at 131 Marshall Street, Johannesburg, on Thursday, 27 July 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 3346, Eldorado Park Extension 2 Township, Registration Division IQ, Transvaal, situated at 12 Kennegaberg Avenue, Eldorado Park Extension 2.

Area: 486 (four hundred and eighty-six) square metres.

Improvements (not guaranteed): Two 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 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 June 1995.

Maisels Smit & Lowndes, Attorneys for Plaintiff, Second Floor, Nedbank Park, 13 Girton Road, Parktown, Johannesburg. (Tel. 484-1777.) (Ref. N4246E/mgh/tf.)

Case 12491/95

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

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Carrim, Shehnaaz,** Defendant

In execution of a judgment of the Supeme Court of South Africa (Witwatersrand Local Division), in this suit, a sale without reserve will be held at the office of the Sheriff, Johannesburg East, at 131 Marshall Street, Johannesburg, on Thursday, 27 July 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. A unit consisting of section 8 as shown and more fully described on Sectional Plan SS134/8, in the scheme known as Highwoods in respect of the land and building or buildings situated at Highlands North Township, Johannesburg Local Authority of which the floor area, according to the said sectional plan is 60 (sixty) square metres, in extent, and

2. an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan.

3. An exclusive use area described as Parking Bay P5, measuring 12 (twelve) square metres being as such part of the common property, comprising the land and the scheme known as Highwoods in respect of the land and building or buildings situated at Highlands North Township, Johannesburg Local Authority, as shown and more fully described on Sectional Plan SS134/8, situation Flat 8, Highwoods, 10 Seventh Avenue, Highlands North.

Improvements (not guaranteed): Lounge, bedroom, bathroom and kitchen.

Terms: A cash payment immediatley 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 on the day of the sale and calculated at 5% (five per cent) on the prodceeds 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 14th day of June 1995.

Maisels Smit & Lowndes, Attorneys for Plaintiff, Second Floor, Nedbank Park, 13 Girton Road, Parktown, Johannesburg. (Tel. 484-1777.) (Ref. N4267E/mgh/tf.)

Case 13003/95

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

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Van Reenen, Joseph Robert,** Defendant

In execution of a judgment of the Supeme Court of South Africa (Witwatersrand Local Division), in this suit, a sale without reserve will be held at the office of the Sheriff, Johannesburg South (Lenasia), at 131 Marshall Street, Johannesburg, on Thursday, 27 July 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 3651, Lenasia Extension 2 Township, Registration Division IQ, Transvaal, situation 30 Gladioli Avenue, Lenasia Extension 2, area 317 (three hundred and seventeen) square metres.

Improvements (not guaranteed): Semi detached, two bedrooms, bathroom and two other rooms.

Terms: A cash payment immediatley 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 on the day of the sale and calculated at 5% (five per cent) on the prodceeds 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 15th day of June 1995.

Maisels Smit & Lowndes, Attorneys for Plaintiff, Second Floor, Nedbank Park, 13 Girton Road, Parktown, Johannesburg. (Tel. 484-1777.) (Ref. N4338E/mgh.)

Saak 11196/93

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **ABSA Bank Beperk,** Eiser, en **André Brits & Genote BK,** Eerste Verweerder, **Brits, André,** Tweede Verweerder, en **Brits, Mariette,** Derde Verweerder

Kennis word hiermee gegee dat ingevolge 'n uitspraak van die Hooggeregshof van Suid-Afrika (Transvaalse Provinsiale Afdeling) in bogemelde saak op 2 November 1993, en ten uitvoering van lasbrief tot beslaglegging, onroerende goed sal die Balju, Pretoria-Oos, op 2 Augustus 1995, by die eiendom te Rubensteinweg 693, Moreletapark, Pretoria, die volgende onroerende eiendom verkoop:

Erf 935, Moreletapark-uitbreiding 2-dorpsgebied, Registrasieafdeling JR, groot 1 385 (eenduisend driehonderd vyf-en-tagtig vierkante meter), gehou deur Tweede Verweerder en Derde Verweerder kragtens Akte van Transport T27663/90, geleë te Rubensteinweg 693, Moreletapark, Pretoria.

Die volgende besonderhede word verskaf met betrekking tot verbeterings aangebring op die eiendom, maar geen waarborg word in verband daarmee verskaf nie:

'n Woonhuis bestaande uit 'n gesinskamer, eetkamer, ingangsportaal, studeerkamer, kombuis, opwaskamer, vier slaapkamers, twee badkamers, 'n aparte toilet en 'n patio asook 'n buitekamer, stoor, twee motorhuise en 'n verdere toilet. Die huis is van stene en die dak is 'n teëldak.

Die koper moet 'n deposito van 10% (tien persent) van die koopprys asook die afslaersgelde op betaal op die dag van die verkoping. Die balans koopprys is betaalbaar teen registrasie van transport en word betaal by wyse van'n waarborg deur 'n depositonemende instelling wat deur die Eiser se prokureur goedgekeur is, welke waarborg betaalbaar is teen transport van die eiendom op naam van die koper. Die goedgekeurde waarborg van 'n depositonemende instelling moet aan die Balju van die Hooggeregshof gelewer word binne 10 dae na datum van die verkoping.

Die eiendom sal verkoop word op die voorwaardes wat uitgelees sal word deur die Balju van die Hooggeregshof ten tyde van die verkoping, welke voorwaardes nagegaan kan word by die kantore van die Balju van die Hooggeregshof, Pretoria-Oos.

Geteken te Pretoria op hede die 28ste dag van Junie 1995.

Van Zyl Le Roux & Hurter Ing., Prokureurs vir Eiser, Tweede Verdieping, Kerkplein 38, Kerkplein, Pretoria. (Verw. V. Velden/AD/100913.)

Saak 2292/95

IN DIE LANDDROSHOF VIR DIE DISTRIK ROODEPOORT GEHOU TE ROODEPOORT

In die saak tussen **NBS Bank Beperk** (Reg. 87/01384/06), Eiser en **Susanna Maria Kruger,** Verweerder

Ter uitvoering van 'n Vonnis en lasbrief vir eksekusie toegestaan deur bogenoemde Hof op 12 Mei 1995, sal die ondervermelde eiendom op 14 Julie 1995 om 10:00, aan die hoogste bieër by die kantore van die Balju, te Progressweg 182, Technikon, Roodepoort, verkoop word:

Erf 634, Florida Park-dorpsgebied, Registrasieafdeling IQ, Transvaal, groot 1 963 (eenduisend negehonderd drie-en-sestig) vierkante meter, ook bekend as Ontdekkersweg 466, Florida Park, Roodepoort.

Voorwaardes van die verkoop:

1. Die verkoping sal onderhewig wees aan:

Die bepalings van die Wet op Landdroshowe en die regulasies daarkragtens uitgevaardig.

Die voorwaardes van die Titelakte T34838/1991.

Die volledige verkoopvoorwaardes, en sal verkoop word aan die hoogste bieër:

2. Die volgende verbeteringe is op die eiendom aangebring: Sitkamer, gesinskamer, eetkamer, twee badkamers, vyf slaapkamers, gang, kombuis en opwaskamer. Bediendekamer en dubbelmotorhuis met swembad en mooi tuin. Omheinde erf.

3. *Terme:* Tien (10%) per centum van die koopprys sal in kontant betaalbaar wees op die dag van die veiling en die balans tesame met rente daarop teen 18,25% (agtien komma twee-vyf persent) per centum welke rente bereken moet word op die eisbedrag van die skuldeiser vanaf datum van die verkoping tot datum van oordrag, welke bedrag verseker moet word deur 'n bank of bouverenigingwaarborg of ander aanneembare waarborg gelewer te word aan die Balju, 14 (veertien) dae na datum van verkoping.

4. Die voorwaardes van die verkoping wat voor die verkoping gelees sal word, sal ter insae lê by die kantoor van die Balju, Progressweg 182, Technikon, Roodepoort.

Geteken te Krugersdorp op hierdie 27ste dag van Junie 1995.

A. Fourie, vir Van Rensburgs, Eerste Verdieping, NBS-gebou, Monumentstraat 16, Krugersdorp. (Tel. 953-1026.) (Verw. A. Fourie/N309.)

Case 6656/94

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

In the matter between **Turner, S. F.,** Plaintiff, and **Botha, Peter Cecil,** Defendant

Kindly take notice that pursuant to a judgment of the above Honourable Court, granted on 7 September 1994, and subsequent warrant of execution the following property will be sold in execution by the Sheriff on 4 August 1995 at 10:00, at the offices of the Sheriff's, 41A Beaconsfield, Vereeniging, namely:

Holding 15, Van der Westhuizenhoogte Agricultural Holding.

Vacant stand.

And take further notice that the conditions of sale will lie for inspection at the offices of the Sheriff of the Court, and contain *inter alia* the following provisions:

1. The sale will be held by public auction and without reserve and will be voetstoots.

2. The price shall bear interest at the rate current from time to time in terms of the mortgage bond over the property, held by the Plaintiff from date of sale to date of payment.

3. Immediately after the sale the purchaser shall sign the conditions of sale which can be inspected at the Sheriff's Office, Vereeniging.

4. The purchaser shall pay all the amounts necessary to obtain transfer of the property, including all costs of transfer, transfer duty, any rentals and other charges due to the local authority, interest etc.

5. The purchase price shall be paid 10% (ten per cent) thereof together with the Sheriff's auction, immediately after the sale, in cash or by bank-guaranteed cheque, and the unpaid balance together with interest on the full purchase price, to be paid or secured by a bank or building society guarantee within 14 (fourteen) days from the date of sale.

6. Failing compliance with the provisions of the conditions of sale, the purchaser may be compelled to pay 10% (ten per cent) of the purchase price as rouwkoop.

7. The full conditions of sale are available for inspection at the office of the Sheriff, Vereeniging.

Dated at Vereeniging on the 28th day of June 1995.

McLoughlin, Venter & Kruger Inc., 31 Merriman Avenue, Vereeniging; P.O. Box 1184, Vereeniging. [Tel. (016) 22-5161.] (Ref. COLL/IG/T218/M466.)

Case 455/92

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

In the matter between **Nedcor Bank Limited,** formerly known as Nedperm Bank Ltd, Plaintiff, and **Hermanus Jacobus du Preez,** First Defendant, and **Sheila Estelle du Preez,** Second Defendant

In pursuance of a judgment in the Court of the Magistrate of Oberholzer, and writ of execution dated 4 May 1992, the following properties will be sold together in execution on 18 August 1995 at 10:00, at the Magistrate's Court, Van Zyl Smit Street, Oberholzer, to the highest bidder, viz:

Erven 849 and 850, Oberholzer Extension 1, Registration Division IQ, Transvaal, each in extent 991 (nine hundred and ninety-one) square metres, both held by the Defendant/s under Deed of Transfer T47998/1991, known as 65 Van der Stel Street, Oberholzer Extension 1, upon which is erected a detached single storey dwelling under iron roof consisting of four bedrooms, bathroom, kitchen, dining-room and lounge. The outbuildings comprise a double garage and servant's quarters.

No guarantee is however given in respect of the foregoing description.

Terms: R12 000 or 10% (ten per cent) of the purchase price (whichever shall be the greater) in cash (or a bank-guaranteed cheque for the said amount in favour of the Sheriff for the Oberholzer Magistrate's Court) at the time of the sale and the balance against registration of the transfer to be secured by an approved bank or building society's guarantee to be delivered within 21 days, the purchaser to pay transfer costs, rates, etc. The property will be sold voetstoots subject to any tenancy.

The full conditions of sale (which must be signed after the sale) may be inspected during office hours at the office of the Sheriff for the Oberholzer Magistrate's Court, Montalto Building, First Floor, 4 Palladium Street, Carletonville, and at the offices of the Plaintiff's attorneys.

The Plaintiff is prepared to consider granting a bond to an approved purchaser.

Phillips & Osmond, c/o Laage, Schoeman & Stadler, Plaintiff's Attorneys, Montalto Building, 4 Palladium Street, P.O. Box 1312, Carletonville.

Case 22936/94
PH 410

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

In the matter between **First National Bank of Southern Africa Limited,** Plaintiff, and **Molatela, Vicky Phillip,** First Defendant, and **Molatela, Pulane Josephine,** Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the offices of De Klerk Vermaak & Partners Inc., Overvaal Building, 28 Kruger Avenue, Vereeniging, on Thursday, 27 July 1995 at 10:00, of the undermentioned property of the Defendants on the conditions which will lie for inspection at the Sheriff's Offices, and read out prior to the sale:

Erf 776, Stretford Township, Registration Division IQ, Transvaal, measuring 708 (seven hundred and eight) square metres, held by Deed of Transfer T93081/93, situated at 776 Stretford, Palm Springs.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: Dwelling, three bedrooms, lounge, kitchen, bathroom and toilet.

The property is zoned residential.

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

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

Dated at Johannesburg on this the 7th day of June 1995.

Karolia & Surtees, Plaintiff's Attorneys, Second Floor, 63 Avenue Road, Fordsburg, P.O. Box 1759, Johannesburg, 2000. (Tel. 838-2395/6/7/8.) (Ref. Mr Karolia/7300-839); N. C. H. Bouwman, Sheriff of the Supreme Court, Overvaal, 28 Kruger Avenue, Vereeniging. [Tel. (016) 21-3400/6.]

Case 33680/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **First National Bank of Southern Africa Limited,** Plaintiff, and **Greeff, Christian Lourens Gerhardus,** First Defendant, and **Greeff, Lourika,** Second Defendant

In execution of a judgment of the Supreme Court (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff, at the offices of the Sheriff, Boksburg, at 182 Leeuwpoort Street, Boksburg, on Friday, 21 July 1995 at 11:15, of the undermentioned property of the Defendants on the conditions which will lie for inspection at the Sheriff's Offices, and read out prior to the sale:

Portion 12 of Erf 200, Witfield Township, Registration Division IR, Transvaal, measuring 1 365 (one thousand three hundred and sixty-five) square metres, held by Deed of Transfer T35374/1989, stiated at 45 Pitout Street, Ravensklip, Boksburg.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: Dwelling, three bedrooms, lounge, kitchen, bathroom and toilet.

The property is zoned residential.

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

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

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

Karolia & Surtees, Plaintiff's Attorneys, Second Floor, 63 Avenue Road, Fordsburg. (Tel. 838-2395/6/7/8.) (Ref. HGMK/hk/7300.778.)

Case 7853/91

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited** (No. 51/00009/06), formerly known as Nedperm Bank Limited, Plaintiff, and **Rubea, Ahmed**

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 by the Sheriff of Sheriff, Johannesburg South, at 131 Marshall Street, Johannesburg, at 10:00, on 27 July 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 office of the Sheriff of the Supreme Court prior to the sale:

Certain Erf 2738, Lenasia Extension 2 Township, Registration Division IQ, Transvaal, area 491 square metres, situation 101 Rose Avenue, Lenasia Extension 2.

Improvements (not guaranteed): A house under iron roof consisting of three bedrooms, bathroom, kitchen, lounge and dining-room, in fair condition.

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

Dated at Johannesburg on the 5th day of June 1995.

E. F. K. Tucker Inc., Plaintiff's Attorneys, 48th Floor, Carlton Centre, Commissioner Street, Johannesburg. (Tel. 331-7211.) (Ref. Foreclosures/50705.)

Case 23479/89

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited** (No. 51/00009/06), formerly known as Nedperm Bank Limited, Plaintiff, and **Wayne Robert Morrison Thomas**

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 by the Sheriff of Sheriff, Johannesburg South, at 131 Marshall Street, Johannesburg, on 27 July 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 1580, Robertsham, Extension 1 Township, Registration Division IR, Transvaal, area 1 212 square metres, situation 137 Rifle Range Road, Robertsham Extension 1.

Improvements (not guaranteed): A house under tiled roof consisting of three bedrooms, two bathrooms, kitchen, lounge, dining-room, double garage, double carport, swimming-pool, jacuzzi, servants' quarters with brick wall and wooden fence around the property.

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

Dated at Johannesburg on the 29th day of May 1995.

E. F. K. Tucker Inc., Plaintiff's Attorneys, 48th Floor, Carlton Centre, Commissioner Street, Johannesburg. (Tel. 331-7211.) (Ref. Foreclosures/50702.)

Case 07339/90

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited** (No. 51/00009/06), formerly known as Nedperm Bank Limited, Plaintiff, and **Fernando Augusto Vilasanta de Sousa,** 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 by the Sheriff of Sheriff, Johannesburg South, at 131 Marshall Street, Johannesburg, on 27 July 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 52, La Rochelle Township, Registration Division IR, Transvaal, area 495 square metres, situation 11 Second Street, La Rochelle, Johannesburg.

Improvements (not guaranteed): A house under iron roof consisting of three bedrooms, bathroom, kitchen, lounge, dwelling in fair condition.

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

Auctioneer's chrges 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) to a maximum fee of R6 000 and a minimum of R100.

Dated at Johannesburg on the 5th day of June 1995.

E. F. K. Tucker Inc., Plaintiff's Attorneys, 48th Floor, Carlton Centre, Commissioner Street, Johannesburg. (Tel. 331-7211.) (Ref. Foreclosures/50704.)

Case 521/95

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

In the matter between **Krugersdorp Transitional Local Council,** Execution Creditor, and **O. F. Patel,** First Execution Debtor, and **Z. B. Patel,** Second Execution Debtor

In pursuance of a judgment in the Court of the Magistrate of Krugersdorp, and writ of execution dated 22 March 1995, the following property will be sold in execution on Wednesday, 26 July 1995 at 10:00, in front of the Sheriff's Office, Ground Floor, Klaburn Court, corner of Ockerse and Rissik Streets, Krugersdorp, to the highest bidder, viz:

Erf 1309, Krugersdorp Township, Registration Division IQ, Transvaal, measuring 495 (four hundred and ninety-five) square metres, held by Deed of Transfer T48427/1988, known as 20 Ockerse Street, Krugersdorp, upon which there is said to be erected.

A shop consisting of offices. The outbuildings consists of a workshop and double garage and the roof is of iron.

The property is zoned Industrial 1.

No guarantee is however given in regard to the foregoing description.

Terms: R5 000 (five thousand rand) cash at the time of the sale and the balance against registration of transfer to be secured by an approved bank or building society guarantee to be delivered within 21 (twenty-one) days, the purchaser to pay transfer costs, rates, etc. The property will be sold voetstoots subject to any tenancy or right of occupation.

The full conditions of sale (which must be signed after the sale) may be inspected during office hours at the office of the Sheriff for Krugersdorp, Ground Floor, Klaburn Court, corner of Ockerse and Rissik Streets, Krugersdorp.

Phillips & Osmond, Execution Creditor's Attorneys, Second Floor, Trust Bank Centre, Burger Street, Krugersdorp. (Ref. A. v.d. Berg/Mrs Wentzel/K2206.)

Saak 3397/93

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 **Michelle Ann Investments CC,** Eerste Verweerder, **William Edward Hardint,** Tweede Verweerder, **Brigid Eilee Harding,** Derde Verweerder, en **Michelle Ann Harding,** Vierde Verweerder

Ingevolge 'n vonnis toegestaan in die Hof vir die Landdroshof van Kempton Park, en 'n lasbrief vir eksekusie gedateer 26 November 1993, eiendom hieronder uiteengesit en in eksekusie verkoop op 2 Augustus 1995 om 11:00, voor die Landdroshof, Harperlaan, Benoni, aan die Hoogste bieër:

Sekere Hoewe 5, Brentwood Park-landbouhoewes, Registrasieafdeling IR, Transvaal, in die distrik Kempton Park, 2,0229 (twee komma nul twee twee nege) hektaar.

Die volgende word aangekondig, maar geen waarborg in verband daarmee word verskaf nie: Vier slaapkamers, drie badkamers, vier toilette, sitkamer, eetkamer, kombuis, waskamer, drie motorhuise sonder deure, vyf bediendekamers, 25 perdestalle, stoorkamer 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 20ste dag van Junie 1995.

E. M. Liebenberg, vir Nel & Oosthuizen, Eerste Verdieping, Gert Nelgebou, Kemptonweg 20, Kempton Park. (Verw. EML/sv/M147/RIM553.)

Saak 1133/95

IN DIE LANDDROSHOF VIR DIE DISTRIK ROODEPOORT GEHOU TE ROODEPOORT

In die saak tussen **Eerste Nasionale Bank van Suidelike Afrika Beperk,** Eiser, en **Vandre Conradie,** Verweerder

Ter uitwinning van 'n vonnis in die Landdroshof, Roodepoort, in bogemelde saak op 23 Mei 1995 sal 'n verkoping gehou word op 28 Julie 1995 om 10:00, by die verkoopslokaal van die Balju, Progresslaan 182, Technikon, Roodepoort, van die ondervermelde eiendom van die Verweerder onderworpe aan die voorwaardes wat deur die Balju, Roodepoort, gelees sal word ten tye van die verkoping welke voorwaardes by die Baljukantoor, Roodepoort, ter insae sal lê:

Eenheid 37, Klawer Hof, Florida-dorpsgebied, groter Johannesburgse Metropolitaanse Oorgangsraad, groot 87 (sewe-en-tagtig) vierkante meter, gehou deur Verweerder kragtens Akte van Transport ST16542/94.

Die eiendom is gesoneer Residensieel 1 en is geleë te Klawer Hof 301, Shamrockstraat, Florida, en bestaan uit sitkamer, eetkamer, een en 'n half badkamer, twee slaapkamers, gang, kombuis alhoewel geen waarborg in hierdie verband gegee word nie.

Voorwaardes: 10% (tien persent) van die koopprys en afslaersgelde in kontant op die dag van die verkoping en die balans teen registrasie van transport. Ten opsigte van die balans moet 'n bankwaarborg of ander aanneembare waarborg binne 21 dae vanaf die datum van die verkoping aan die Balju verskaf word. Die volledige verkoopvoorwaardes kan ingesien word ten kantore van die Balju, Progresslaan 182, Technikon, Roodepoort.

Gedateer te Roodepoort op die 19de dag van Junie 1995.

A. M. Claassen, vir Claassen Coetzee, Eiser se Prokureurs, Eerste Verdieping, NBS-gebou, Kerkstraat, Posbus 303, Roodepoort. (Tel. 760-1062.) (Verw. AMC/EC407/426/94.)

Saak 2417/95

IN DIE LANDDROSHOF VIR DIE DISTRIK ROODEPOORT GEHOU TE ROODEPOORT

In die saak tussen **Eerste Nasionale Bank van Suidelike Afrika Beperk,** Eiser, en **Jan Adam Petrus Nel,** Verweerder

Ter uitwinning van 'n vonnis in die Landdroshof, Roodepoort, in bogemelde saak op 26 April 1995 sal 'n verkoping gehou word op 28 Julie 1995 om 10:00, by die verkoopslokaal van die Balju, Progresslaan 182, Technikon, Roodepoort, van die ondervermelde eiendom van die Verweerder onderworpe aan die voorwaardes wat deur die Balju, Roodepoort, gelees sal word ten tye van die verkoping welke voorwaardes by die Baljukantoor, Roodepoort, ter insae sal lê:

Erf 333, Groblerpark-uitbreiding 6-dorpsgebied, Registrasieafdeling IQ, provinsie Pretoria–Witwatersrand–Vereeniging, groot 664 (seshonderd vier-en-sestig) vierkante meter, gehou deur Verweerder kragtens Akte van Transport T50408/93.

Die eiendom is gesoneer Residensieel 1 en is geleë te 734 Prosperitylaan, Groblerpark, en bestaan uit sitkamer, gesinskamer, eetkamer, twee badkamers, drie slaapkamers, gang, kombuis, bediende kamer, enkel motorhuis, tuin, steenmure, teëldak, staal vensterrame en omhein, alhoewel geen waarborg in hierdie verband gegee word nie.

Voorwaardes: 10% (tien persent) van die koopprys en afslaersgelde in kontant op die dag van die verkoping en die balans teen registrasie van transport. Ten opsigte van die balans moet 'n bankwaarborg of ander aanneembare waarborg binne 21 dae vanaf die datum van die verkoping aan die Balju verskaf word. Die volledige verkoopvoorwaardes kan ingesien word ten kantore van die Balju, 182 Progresslaan, Technikon, Roodepoort.

Gedateer te Roodepoort op die 22ste dag van Junie 1995.

A. M. Claassen, vir Claassen Coetzee, Eiser se Prokureurs, Eerste Verdieping, NBS-gebou, Kerkstraat, Posbus 303, Roodepoort. (Tel. 760-1062.) (Verw. AMC/EC407/426/94.)

Saak 2483/95

IN DIE LANDDROSHOF VIR DIE DISTRIK ROODEPOORT GEHOU TE ROODEPOORT

In die saak tussen **Eerste Nasionale Bank van Suidelike Afrika Beperk,** Eiser, en **Frederick Guest,** Verweerder

Ter uitwinning van 'n vonnis in die Landdroshof, Roodepoort, in bogemelde saak op 5 Mei 1995, sal 'n verkoping gehou word op 28 Julie 1995 om 10:00, by die verkoopslokaal van die Balju, Progresslaan 182, Technikon, Roodepoort, gelees sal word ten tye van die verkoping welke voorwaardes by die Baljukantoor, Roodepoort, ter insae sal lê:

Erf 370, Florida Lake-dorpsgebied, Registrasieafdeling IQ, provinsie Pretoria–Witwatersrand–Vereeniging, groot 744 (sewehonderd vier-en-veertig) vierkante meter, gehou deur Verweerder kragtens Akte van Transport T35034/92.

Die eiendom is gesoneer Residensieel 1 en is geleë te 133 Hambergweg, Florida Meer, en bestaan uit sitkamer, badkamer, drie slaapkamers, gang, kombuis, bediende kamer, enkel motorhuis, tuin, steenmure, teëldak, staal vensterrame en omhein, alhoewel geen waarborg in hierdie verband gegee word nie.

Voorwaardes: 10% (tien persent) van die koopprys en afslaersgelde in kontant op die dag van die verkoping en die balans teen registrasie van transport. Ten opsigte van die balans moet 'n bankwaarborg of ander aanneembare waarborg binne 21 dae vanaf die datum van die verkoping aan die Balju verskaf word. Die volledige verkoopvoorwaardes kan ingesien word ten kantore van die Balju, Progresslaan 182, Technikon, Roodepoort.

Gedateer te Roodepoort op die 22ste dag van Junie 1995.

A. M. Claassen, vir Claassen Coetzee, Eiser se Prokureurs, Eerste Verdieping, NBS-gebou, Kerkstraat, Posbus 303, Roodepoort. (Tel. 760-1062.) (Verw. AMC/EG329/94/934.)

Saak 3187/95

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

In die saak tussen **ABSA Bank Beperk,** handeldrywende as Allied Bank, voorheen Allied Bouvereniging Beperk, Eksekusieskuldeiser, en **Andre Pedro Swanepoel,** Eksekusieskuldenaar, en **Ethel May Swanepoel,** Tweede Eksekusieskuldenaar

Ten uitvoerlegging van 'n vonnis toegestaan deur bogemelde Agbare Hof sal 'n verkoping sonder reserwes deur die Balju, Kempton Park, op 27 Julie 1995 om 10:00, te Parkstraat 8, Kempton Park, gehou word van die ondergenoemde eiendom van die Eksekusieskuldenaar op die voorwaardes wat deur die afslaer uitgelees sal word ten tye van die verkoping en welke voorwaardes voor die verkoping gelees kan word by die kantoor van die bogemelde Balju te Kempton Park:

Sekere Erf 1819, Van Riebeeck Park-uitbreiding 16-dorpsgebied, Registrasieafdeling IR, Transvaal, gehou onder Titelakte T61911/94, grootte 991 (negehonderd een-en-negentig) vierkante meter, ook bekend as Lindastraat 37, Van Riebeeck Park-uitbreiding 16.

Beskrywing: Woning bestaande uit drie slaapkamers, kombuis, badkamer, twee toilette, eetkamer, sitkamer, familie/TV kamer, alles onder 'n teëldak, motorhuis en 'n motoroprit.

Die eiendom is omhein met betonmure.

Verbeterings is nie gewaarborg nie.

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

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

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

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

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

Geteken te Kempton Park op hierdie 19de dag van Junie 1995.

C. A. C. Korf, vir Van Rensburg Schoon & Cronje, Die Eike 8, hoek van Monumentweg- en Longstraat, Kempton Park, 1620. (Verw. mev. Van Heerden/AB1587.)

Saak 5555/95

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

ABSA Bank Beperk handeldrywende as Allied Bank, voorheen Allied Bouvereniging Beperk, Eksekusieskuldeiser, en **Mphekoa Stefaan Molefe,** Eerste Eksekusieskuldenaar, en **Dollie Eggie Molefe,** Tweede Eksekusieskuldenaar

Ten uitvoerlegging van 'n vonnis toegestaan deur bogemelde Agbare Hof sal 'n verkoping sonder reserwes deur die Balju, Kempton Park, op 27 Julie 1995 om 10:00, te Parkstraat 8, Kempton Park, gehou word van die ondergenoemde eiendom van die Eksekusieskuldenaar op die voorwaardes wat deur die afslaer uitgelees sal word ten tye van die verkoping en welke voorwaardes voor die verkoping gelees kan word by die kantoor van die bogemelde Balju te Kempton Park:

Sekere Erf No. Erf 15, Tlamatlama-dorpsgebied, Registrasieafdeling IR, Transvaal, Transportakte No. gehou onder Titelakte TL25587/88, grootte 281 (tweehonderd een-en-tagtig) vierkante meter, ook bekend as Tlamatlama-afdeling 15, Tembisa.

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

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

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

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

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

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

Geteken te Kempton Park op hierdie 19de dag van Junie 1995.

C. A. C. Korf, vir Van Rensburg Schoon & Cronje, Die Eike 8, Monumentweg en Longstraat, Kempton Park, 1620. (Verw. mev. Van Heerden/AB1340.)

Saak 11149/93

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

ABSA Bank Beperk handeldrywende as Allied Bank, voorheen Allied Bouvereniging Beperk, Eksekusieskuldeiser, en **Lebogane Edward Saane,** Eerste Eksekusieskuldenaar, en **Shadi Maria Saane,** Tweede Eksekusieskuldenaar

Ten uitvoerlegging van 'n vonnis toegestaan deur bogemelde Agbare Hof sal 'n verkoping sonder reserwes deur die Balju, Kempton Park, op 27 Julie 1995 om 10:00, te Parkstraat 8, Kempton Park, gehou word van die ondergenoemde eiendom van die Eksekusieskuldenaar op die voorwaardes wat deur die afslaer uitgelees sal word ten tye van die verkoping en welke voorwaardes voor die verkoping gelees kan word by die kantoor van die bogemelde Balju te Kempton Park:

Sekere Erf No. alle reg, titel en belang in sekere Erf 445, Tembisa-uitbreiding 1-dorpsgebied, Transportakte Nommer gehou onder Titelakte TL47107/87, grootte 294 (tweehonderd vier-en-negentig) vierkante meter, ook bekend as 445 Hospital View, Tembisa.

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

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

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

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

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

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

Geteken te Kempton Park op hierdie 19de dag van Junie 1995.

C. A. C. Korf, vir Van Rensburg Schoon & Cronje, Die Eike 8, Monumentweg en Longstraat, Kempton Park, 1620. (Verw. mev. Van Heerden/AB1046.)

Saak 1712/95

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

ABSA Bank Beperk handeldrywende as Allied Bank, voorheen Allied Bouvereniging Beperk, Eksekusieskuldeiser, en **Herman Daniel van der Merwe,** Eksekusieskuldenaar

Ten uitvoerlegging van 'n vonnis toegestaan deur bogemelde Agbare Hof sal 'n verkoping sonder reserwes deur die Balju, Kempton Park, op 27 Julie 1995 om 10:00, te Parkstraat 8, Kempton Park, gehou word van die ondergenoemde eiendom van die Eksekusieskuldenaar op die voorwaardes wat deur die afslaer uitgelees sal word ten tye van die verkoping en welke voorwaardes voor die verkoping gelees kan word by die kantoor van die bogemelde Balju te Kempton Park:

Sekere Erf No. Gedeelte 1, soos meer breedvoerig omskryf word op Deeltitel SS662/92, in die skema bekend as Fanmor Court, geleë te Erf 2767, Kempton Park-dorpsgebied, asook eksklusiewe gebruiksarea beskryf as Parkering P12, asook eksklusiewe gebruiksarea beskryf as Tuingedeelte T12, in die skema bekend as Fanmor Court, Registrasieafdeling IR, Transvaal,

Transportakte No. gehou onder Titelakte ST18020/93, grootte 41 (een-en-veertig) vierkante meter ten opsigte van Eenheid 1, Fanmor Court, 21 (een-en-twintig) vierkante meter ten opsigte van Parkeerarea P12, 31 (een-en-dertig) vierkante meter ten opsigte van Tuinarea T12, ook bekend as Eenheid 13, Fanmore Court, Albatrosstraat, Kempton Park.

Beskrywing: Eenheid bestaande uit badkamer, sitkamer, toilet, twee slaapkamers, kombuis, alles onder 'n sinkdak, motorhuis en 'n motoroprit. Die eiendom is omhein met steenmure. Verbeterings is nie gewaarborg nie.

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

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

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

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

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

Geteken te Kempton Park op hierdie 19de dag van Junie 1995.

C. A. C. Korf, vir Van Rensburg Schoon & Cronje, Die Eike 8, Monumentweg en Longstraat, Kempton Park, 1620. (Verw. mev. Van Heerden/AB1378.)

Saak 9525/94

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

ABSA Bank Beperk handeldrywende as Allied Bank, voorheen Allied Bouvereniging Beperk, Eksekusieskuldeiser, en **Trevor Horsley Saunders,** Eksekusieskuldenaar

Ten uitvoerlegging van 'n vonnis toegestaan deur bogemelde Agbare Hof sal 'n verkoping sonder reserwes deur die Balju, Kempton Park, op 27 Julie 1995 om 10:00, te Parkstraat 8, Kempton Park, gehou word van die ondergenoemde eiendom van die Eksekusieskuldenaar op die voorwaardes wat deur die afslaer uitgelees sal word ten tye van die verkoping en welke voorwaardes voor die verkoping gelees kan word by die kantoor van die bogemelde Balju te Kempton Park:

Sekere Erf No. Gedeelte 17, soos meer breedvoerig omskryf word op Deeltitel Plan SS567/92, in die skema bekend as Sundown Manor, geleë te Erf 1099, Birch Acres-uitbreiding 3-dorpsgebied, Registrasieafdeling IR, Transvaal, Transportakte Nommer gehou onder Titelakte ST3277/93, grootte 86 (ses-en-tagtig) vierkante meter, ook bekend as Eenheid 17, Sundown Manor, Birch Acres-uitbreiding 3.

Beskrywing: Eenheid bestaande uit badkamer, sitkamer, toilet, twee slaapkamers, kombuis, alles onder 'n teëldak, motorhuis en 'n motoroprit. Die kompleks is omhein. Verbeterings is nie gewaarborg nie.

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

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

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

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

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

Geteken te Kempton Park op hierdie 19de dag van Junie 1995.

C. A. C. Korf, vir Van Rensburg Schoon & Cronje, Die Eike 8, Monumentweg en Longstraat, Kempton Park, 1620. (Verw. mev. Van Heerden/AB1350.)

Saak 3184/95

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

ABSA Bank Beperk handeldrywende as Allied Bank, voorheen Allied Bouvereniging Beperk, Eksekusieskuldeiser, en **Govindan Gengiah Naidoo,** Eerste Eksekusieskuldenaar, en **Manormoney Naidoo,** Tweede Eksekusieskuldenaar

Ten uitvoerlegging van 'n vonnis toegestaan deur bogemelde Agbare Hof sal 'n verkoping sonder reserwes deur die Balju, Kempton Park, op 27 Julie 1995 om 10:00, te Parkstraat 8, Kempton Park, gehou word van die ondergenoemde eiendom van die Eksekusieskuldenaar op die voorwaardes wat deur die afslaer uitgelees sal word ten tye van die verkoping en welke voorwaardes voor die verkoping gelees kan word by die kantoor van die bogemelde Balju te Kempton Park:

Sekere Erf 76, Norkem Park-dorpsgebied, Registrasieafdeling IR, Transvaal, Transportakte gehou onder Titelakte T25729/94, grootte 993 (negehonderd drie-en-negentig) vierkante meter, ook bekend as 47 P. A. du Plessislaan, Norkem Park.

Beskrywing: Woning bestaande uit vier slaapkamers, kombuis, twee badkamers, drie toilette, eetkamer, sitkamer, familie/TV-kamer, alles onder 'n teëldak, twee motorhuise, motorafdak, motoroprit, swembad en 'n kroeg. Verbeterings is nie gewaarborg nie.

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

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

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

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

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

Geteken te Kempton Park op hierdie 19de dag van Junie 1995.

C. A. C. Korf, vir Van Rensburg Schoon & Cronje, 8 Die Eike, Monumentweg en Longstraat, Kempton Park, 1620. (Verw. mev. Van Heerden/AB1585.)

Case 11762/94
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 **Ramkgopa Silupe Reuben,** Defendant

In execution of 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, 27 July 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, Kempton Park, at 8 Park Street, Kempton Park:

The right of leasehold in respect of Site 461, Tlamatlama Township, Registration Division IR, Transvaal, measuring 276 (two hundred and seventy-six) square metres, held by the Defendant under Certificate of Registered Grant of Leasehold TL46307/85, being 461 Tlamatlama, Tembisa, Kempton Park.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The dwelling consists of a lounge, kitchen, two bedrooms, bathroom and 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 the 26th day of May 1995.

Routledges Inc., Plaintiff's Attorneys, First floor, Colosseum, 41 Kruis Street, Johannesburg. (Tel. 331-0511.) (Ref. Z95883/ERFCLS/Mr Preiss/kw.)

Case 00271/95
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 **Springorum Frederick Ronald,** First Defendant, and **Springorum Wendy Sharon,** 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, 25 July 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 1257, Mayberry Park Township, Registration Division IR, Transvaal, measuring 990 (nine hundred and ninety) square metres, held by the Defendants under Deed of Transfer T29666/93, being 14 Matumi Street, Mayberry Park.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The dwelling consists of lounge, dining-room, family room, three bedrooms, two bathrooms/w.c., kitchen, garage, servant's room and outside w.c.

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

The purchaser shall, on the day of the sale, pay 5% (five per centum) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per centum) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg this the 20th day of June 1995.

Routledges Inc., Plaintiff's Attorneys, First Floor, Colosseum, 41 Kruis Street, Johannesburg. (Tel. 331-0511.) (Ref. ZA2236/JHBFCLS/Mr McCallum/cvdn.)

Case 28411/94
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 **G Shimper CC,** First Defendant, and **Shimper Genevie,** Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court at the Sheriff's salesrooms, 182 Progress Avenue, Technikon, Roodepoort, on Friday, 28 July 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, Roodepoort, at 182 Progress Avenue, Technikon, Roodepoort:

Erf 0197, Princess Agricultural Holdings Extension 3 Township, Registration Division IQ, Transvaal, measuring 1,2462 (one comma two four six two) hectares, held by the Defendants under Deed of Transfer T83435/1991, being Holding 197, Progress Road, Princess Agricultural Holdings Extension 3.

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/toilet, seperate shower, kitchen, scullery, two servants' rooms, shower/toilet, TV-room, stoep and double bar.

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

The purchaser shall, on the day of the sale, pay 5% (five per centum) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per centum) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg this the 21st day of June 1995.

Routledges Inc., Plaintiff's Attorneys, First Floor, Colosseum, 41 Kruis Street, Johannesburg. (Tel. 331-0511.) (Ref. Z76994/WRFCLS/Mr. Brewer/djl.)

Case 26685/95
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 **Julius, Ashley Clyde,** First Defendant, and **Julius, Renay Desiree,** Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court, at the Sheriff's Salesrooms, 182 Progresss Avenue, Technikon, Roodepoort, on Friday, 28 July 1995 at 10:00, of the undermentioned immovable property of the Defendants on the conditions which will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Roodepoort, at 182 Progress Avenue, Technikon, Roodepoort:

Erf 319, Maraisburg Township, Registration Division IQ, Transvaal, measuring 991 m², held by the Defendants under Deed of Transfer T4667/1993, being 26 Fifth Street, Maraisburg.

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

The dwelling consists of lounge, family room, dining-room, two bathrooms, two bedrooms, passage, kitchen, servant's room, store-room, double garage 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, 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 20th day of June 1995.

Routledges Incorporated, Plaintiff's Attorneys, First Floor, Colosseum, 41 Kruis Street, Johannesburg. (Tel. 331-0511.) (Ref. Z92327/Mr McCallum/cvdn.)

Case 34580/93
PH 267

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

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Burford, Ian Edward,** Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court, at 131 Marshall Street, Johannesburg, on Thursday, 27 July 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 0049, Percelia Estate Township, Registration Division IR, Transvaal, measuring 1 685 m², held by the Defendant under Deed of Transfer T6784/80, being 7 Julia Street, Percelia Estate.

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

The dwelling consists of entrance hall, lounge, dining-room, four bedrooms, kitchen, two bathrooms/w.c., two garages, three carports, servant's room, w.c. and shower.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to 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 20th day of June 1995.

Routledges Incorporated, Plaintiff's Attorneys, First Floor, Colosseum, 41 Kruis Street, Johannesburg. (Tel. 331-0511.) (Ref. Z79470/JHBFCLS/Mr McCallum/cvdn.)

Case 28284/94
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 **Maharaj, Anand,** First Defendant, and **Maharaj, Kamini,** Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court, at the Sheriff's Salesrooms, 182 Progresss Avenue, Technikon, Roodepoort, on Friday, 28 July 1995 at 10:00, of the undermentioned immovable property of the Defendants on the conditions which will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Roodepoort, at 182 Progress Avenue, Technikon, Roodepoort:

Erf 854, Strubensvallei Extension 3 Township, Registration Division IQ, Transvaal, measuring 1 482 m^2, held by the Defendants under Deed of Transfer T86000/92, being 854 Sovereign Road, Strubensvalley Extension 3.

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

The dwelling consists of lounge, dining-room, three bedrooms, two bathrooms/w.c., kitchen, scullery, garage 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 on this 21st day of June 1995.

Routledges Incorporated, Plaintiff's Attorneys, First Floor, Colosseum, 41 Kruis Street, Johannesburg. (Tel. 331-0511.) (Ref. ZA1519/JHBFCLS/Mr McCallum/cvdn.)

Case 01353/94
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 **Maloney, John,** First Defendant, and **Moloney, Barendina Johannes,** Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court, at the main entrance of the Magistrate's Court, General Hertzog Street, Vanderbijlpark, on 28 July 1995 at 10:00, of the undermentioned immovable property of the Defendants on the conditions which will lie for inspection, prior to the sale, at the main entrance of the Magistrate's Court, General Hertzog Street, Vanderbijlpark:

Erf 0230, Vanderbijlpark Central West 6 Township, Registration Division IQ, Transvaal, measuring 650 m^2, held by the Defendants under Deed of Transfer T22395/1992, being 77 Ford Street, Vanderbijlpark.

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

The dwelling consists of lounge, dining-room, three bedrooms, one and a half bathroom/toilet, kitchen, garage, servant's room 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 on this 14th day of June 1995.

Routledges Incorporated, Plaintiff's Attorneys, First Floor, Colosseum, 41 Kruis Street, Johannesburg. (Tel. 331-0511.) (Ref. Z91929/WRFCLS/Mr Brewer/djl.)

Case 26299/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **ABSA Bank Limited** (United Bank Division) formerly known as United Bank Limited and prior to that United Building Society Limited and previously United Building Society, Plaintiff, and **Mtioa Joseph Sokoi,** First Defendant, and **Disebo Dinah Sokoi,** Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Transvaal Provincial Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court, at 11 Teak Avenue, Industrial Sites, Klerksdorp, on Wednesday, 26 July 1995 at 11:00, of the undermentioned immovable property of the Defendants on the conditions which will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Klerksdorp, at 11 Teak Avenue, Industrial Sites, Klerksdorp:

The right of leasehold in respect of Erf 2557, Kanana Extension 1 Township, Registration Division IP, Transvaal, measuring 300 m^2, held by the Defendants under Certificate of Right of Leasehold TL12808/1990, being 2557, Kanana.

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

The dwelling consists of entrance hall, lounge, dining-room, three bedrooms, bathroom/toilet, kitchen and carport.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg on this 13th day of June 1995.

Routledges Incorporated, Plaintiff's Attorneys, First Floor, Colosseum, 41 Kruis Street, Johannesburg. (Tel. 331-0511.) (Ref. ZA2140/WRFCLS/Mr Brewer/djl.)

Case 2159/95

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Jan Harm Labuschagne,** First Defendant, and **Susara Johanna Susanna Labuschagne,** Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Transvaal Provincial Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court, at the main entrance of the Magistrate's Court, Van Riebeeck Street, Potchefstroom, on Friday, 28 July 1995 at 10:30, of the undermentioned immovable property of the Defendants on the conditions which will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Potchefstroom, at 20 Borrius Street, Bailey Park, Potchefstroom:

Plot 23, Wilgeboom Agricultural Holings Township, Registration Division IQ, Transvaal, measuring 2,5696 hectares, held by the Defendants under Deed of Transfer T80108/1990, being Plot 23, Wilge Street, Wilgeboom.

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

The dwelling consists of entrance hall, lounge, dining-room, family room, study, sewing-room, four bedrooms, bathroom/toilet/shower, bathroom/toilet, separate toilet, kitchen, scullery, pantry, laundry, double garage and borehole.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg on this 13th day of June 1995.

Routledges Incorporated, Plaintiff's Attorneys, First Floor, Colosseum, 41 Kruis Street, Johannesburg. (Tel. 331-0511.) (Ref. ZA2467/WRFCLS/Mr Brewer/djl.)

Case 05185/95
PH 267

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Mvulane, Enoch,** First Defendant, and **Mvulane, Sibongile,** Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court, at the Sheriff's Salesrooms, 182 Progresss Avenue, Technikon, Roodepoort, on Friday, 28 July 1995 at 10:00, of the undermentioned immovable property of the Defendants on the conditions which will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Roodepoort, at 182 Progress Avenue, Technikon, Roodepoort:

The right of leasehold in respect of Erf 10879, Dobsonville Extension 3 Township, Registration Division IQ, Transvaal, measuring 329 m^2, held by the Defendants under Certificate of Right of Leasehold TL58103/1993, being 10879 Dobsonville Extension 3.

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

The dwelling consists of vacant land.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg on this 13th day of June 1995.

Routledges Incorporated, Plaintiff's Attorneys, First Floor, Colosseum, 41 Kruis Street, Johannesburg. (Tel. 331-0511.) (Ref. ZA2784/WRFCLS/Mr Brewer/djl.)

Case 12773/94
Case 09801/95
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 **Naidoo, Privendran,** First Defendant, and **Naidoo, Priabashnee,** 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 50 Edwards Avenue, Westonaria, on Friday, 28 July 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, Westonaria, at 50 Edwards Avenue, Westonaria:

Erf 1209, Lenasia South Extension 1 Township, Registration Division IQ, Transvaal, measuring 780 m^2, held by the Defendants under Deed of Transfer T19076/1993, being 1209, Liverpool Street, Lenasia South Extension 1.

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, 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 20th day of June 1995.

Routledges Incorporated, Plaintiff's Attorneys, First Floor, Colosseum, 41 Kruis Street, Johannesburg. (Tel. 331-0511.) (Ref. Z92108/WRFCLS/Mr Brewer/djl.)

Case 7141/95
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 Vuuren, Ian,** Defendant

In execution of 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, 28 July 1995 at 14:15, of the undermentioned immovable property of the Defendant on the conditions which will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Randfontein, at 3 Railway Street, Randfontein:

Erf 992, Greenhills Township, Registration Division IQ, Transvaal, measuring 855 m^2, held by the Defendant under Deed of Transfer T52507/1993, being 4 Luipaard Street, Greenhills.

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/toilet/shower, kitchen, double garage, servant's room 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 on this 20th day of June 1995.

Routledges Incorporated, Plaintiff's Attorneys, First Floor, Colosseum, 41 Kruis Street, Johannesburg. (Tel. 331-0511.) (Ref. ZA3075/WRFCLS/Mr Brewer/djl.)

Case 16815/94
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 **Haarhoff, Johannes Theodoris,** First Defendant, and **Haarhoff, Martha Johanna Maria Petronella,** Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court, at the main entrance of the Magistrate's Court, General Hertzog Street, Vanderbijlpark, on Friday, 28 July 1995 at 10:00, of the undermentioned immovable property of the Defendants on the conditions which will lie for inspection, prior to the sale, at the main entrance hall of the Magistrate's Court, General Hertzog Street, Vanderbijlpark:

Erf 237, Vanderbijlpark Central West 3 Township, Registration Division IQ, Transvaal, measuring 650 m^2, held by the Defendants under Deed of Transfer T15582/1991, being 14 Lister Street, Vanderbijlpark Central West 3.

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

The dwelling consists of entrance hall, lounge, dining-room, bathroom/toilet, kitchen, pantry, garage, servant's shower/toilet and carport.

Terms: 10% (ten per cent) of the purchase price in cash on the day of the sale, the balance payable against registration of transfer, to be secured by a bank, building society or other acceptable guarantee to be furnished within 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 14th day of June 1995.

Routledges Incorporated, Plaintiff's Attorneys, First Floor, Colosseum, 41 Kruis Street, Johannesburg. (Tel. 331-0511.) (Ref. Z99107/WRFCLS/Mr Brewer/djl.)

Case 29348/93
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 **Kramer, Adriaan Petrus,** First Defendant, and **Kramer, Linda 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 by the Sheriff of the Supreme Court, at the main entrance of the Magistrate's Court, General Hertzog Street, Vanderbijlpark, on Friday, 28 July 1995 at 10:00, of the undermentioned immovable property of the Defendants on the conditions which will lie for inspection, prior to the sale, at the main entrance hall of the Magistrate's Court, General Hertzog Street, Vanderbijlpark:

Erf 337, Vanderbijlpark West 6 Township, Registration Division IQ, Transvaal, measuring 723 m^2, held by the Defendants under Deed of Transfer T5901/1992, being 22 Goodyear Street, Vanderbijlpark.

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/toilet, kitchen, pantry, garage and servant's 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 on this 14th day of June 1995.

Routledges Incorporated, Plaintiff's Attorneys, First Floor, Colosseum, 41 Kruis Street, Johannesburg. (Tel. 331-0511.) (Ref. Z78068/WRFCLS/Mr Brewer/djl.)

Case 14739/93
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 **Phindzi, Mthuthuleli Samuel,** Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court, at 56 12th Street, Springs, on Friday, 28 July 1995 at 11:00, 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, Springs, at 56 12th Street, Springs:

The right of leasehold in respect of Site 11649, kwaThema Township, Registration Division IR, Transvaal, measuring 300 m^2, held by the Defendant under Certificate of Right of Leasehold TL31963/85, being 11649 kwaThema, Springs.

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 5th day of June 1995.

Routledges Incorporated, Plaintiff's Attorneys, First Floor, Colosseum, 41 Kruis Street, Johannesburg. (Tel. 331-0511.) (Ref. Z68633/ERFCLS/Mr Preiss/kw.)

Case 9839/94
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 **Mwelase, Enock Linda,** Defendant

In execution of 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 56 12th Street, Springs, on Friday, 28 July 1995 at 11:00, 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, Springs, at 56 12th Street, Springs:

The right of leasehold in respect of Site 11614, kwaThema Township, Registration Division IR, Transvaal, measuring 300 m^2, held by the Defendant under Certificate of Right of Leasehold TL31976/85, being 11614 kwaThema, Springs.

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 5th day of June 1995.

Routledges Incorporated, Plaintiff's Attorneys, First Floor, Colosseum, 41 Kruis Street, Johannesburg. (Tel. 331-0511.) (Ref. Z92332/ERFCLS/Mr Preiss/kw.)

Case 32114/92
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 **Gantana, Nomphithizelo Mimi,** Defendant

In execution of 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 182 Leeupoort Street, Boksburg, on Friday, 28 July 1995 at 11:15, of the undermentioned immovable property of the Defendant on the conditions which will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Boksburg, 182 Leeupoort Street, Boksburg:

The right of leasehold in respect of Lot 409, Vosloorus Extension 2 Township, Registration Division IR, Transvaal, measuring 270 m^2, held by the Defendant under Certificate of Registered Grant of Leasehold TL40944/87, being 409 Matwaitwai Street, Vosloorus Extension 2, Boksburg.

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 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 5th day of June 1995.

Routledges Incorporated, Plaintiff's Attorneys, First Floor, Colosseum, 41 Kruis Street, Johannesburg. (Tel. 331-0511.) (Ref. ZA4445/ERFCLS/Mr Preiss/kw.)

Case 29267/94
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 **Msimango, Sydney Sipho,** First Defendant, and **Msimango, Blossom Ntombizodwa,** 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 182 Leeupoort Street, Boksburg, on Friday, 28 July 1995 at 11:15, 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, Boksburg, 182 Leeupoort Street, Boksburg:

The right of leasehold in respect of Erf 4259, Vosloorus Township, Registration Division IR, Transvaal, measuring 256 m^2, held by the Defendants under Certificate of Registered Grant of Leasehold TL5432/86, being 4259 Mbanjwa Road, Vosloorus, Boksburg.

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 24th day of May 1995.

Routledges Incorporated, Plaintiff's Attorneys, First Floor, Colosseum, 41 Kruis Street, Johannesburg. (Tel. 331-0511.) (Ref. ZA1706/ERFCLS/Mr Preiss/kw.)

Case 14186/93
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 **Sefulu, Bobbie Robert,** Defendant

In execution of 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 182 Leeupoort Street, Boksburg, on Friday, 28 July 1995 at 11:15, of the undermentioned immovable property of the Defendant on the conditions which will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Boksburg, 182 Leeupoort Street, Boksburg:

The right of leasehold in respect of Erf 3766, Vosloorus Township, Registration Division IR, Transvaal, measuring 260 m^2, held by the Defendant under Certificate of Registered Grant of Leasehold TL5751/86, being 3766 Ngubo Street, Vosloorus, Boksburg.

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 24th day of May 1995.

Routledges Incorporated, Plaintiff's Attorneys, First Floor, Colosseum, 41 Kruis Street, Johannesburg. (Tel. 331-0511.) (Ref. Z69820/ERFCLS/Mr Preiss/kw.)

Case 29407/94
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 **Radebe, Enoch 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 182 Leeupoort Street, Boksburg, on Friday, 28 July 1995 at 11:15, of the undermentioned immovable property of the Defendant on the conditions which will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Boksburg, 182 Leeupoort Street, Boksburg:

The right of leasehold in respect of Erf 5028, Vosloorus Township, Registration Division IR, Transvaal, measuring 260 m^2, held by the Defendant under Certificate of Registered Grant of Leasehold TL8593/87, being 5028 Zathu Road, Vosloorus, Boksburg.

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 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 24th day of May 1995.

Routledges Incorporated, Plaintiff's Attorneys, First Floor, Colosseum, 41 Kruis Street, Johannesburg. (Tel. 331-0511.) (Ref. ZA1698/ERFCLS/Mr Preiss/kw.)

Case 1331/93
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 **Khumalo, Enock Bonyani Zamani,** Defendant

In execution of 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 182 Leeupoort Street, Boksburg, on Friday, 28 July 1995 at 11:15, of the undermentioned immovable property of the Defendant on the conditions which will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Boksburg, 182 Leeupoort Street, Boksburg:

The right of leasehold in respect of Erf 807, Mabuya Park Township, Registration Division IR, Transvaal, measuring 273 m^2, held by the Defendant under Certificate of Registered Grant of Leasehold TL36924/89, being 807 Mabuya Park, Vosloorus, Boksburg.

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

The dwelling consists of: Lounge, kitchen, dining-room, 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 24th day of May 1995.

Routledges Incorporated, Plaintiff's Attorneys, First Floor, Colosseum, 41 Kruis Street, Johannesburg. (Tel. 331-0511.) (Ref. ZA1582/ERFCLS/Mr Preiss/kw.)

Case 4625/94
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 **Nguqu, Mandla Witker,** Defendant

In execution of 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 182 Leeupoort Street, Boksburg, on Friday, 28 July 1995 at 11:15, of the undermentioned immovable property of the Defendant on the conditions which will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Boksburg, 182 Leeupoort Street, Boksburg:

The right of leasehold in respect of Site 2219, Vosloorus Township, Registration Division IR, Transvaal, measuring 410 m^2, held by the Defendant under Certificate of Right of Leasehold TL5267/86, being 2219 Yeko Street, Rockville, Vosloorus, Boksburg.

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

The dwelling consists of: Lounge, kitchen, dining-room, 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 24th day of May 1995.

Routledges Incorporated, Plaintiff's Attorneys, First Floor, Colosseum, 41 Kruis Street, Johannesburg. (Tel. 331-0511.) (Ref. Z92475/ERFCLS/Mr Preiss/kw.)

Case 32755/92
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 **Nyandeni, Bekinitinta,** First Defendant, and **Nyandeni, Mabusi Eunice,** 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 182 Leeupoort Street, Boksburg, on Friday, 28 July 1995 at 11:15, 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, 182 Leeupoort Street, Boksburg:

The right of leasehold in respect of Lot 70, Vosloorus Extension 2 Township, Registration Division IR, Transvaal, measuring 468 m^2, held by the Defendants under Certificate of Registered Grant of Leasehold TL8731/89, being 70 Thanda Street, Vosloorus Extension 2, Boksburg.

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 24th day of May 1995.

Routledges Incorporated, Plaintiff's Attorneys, First Floor, Colosseum, 41 Kruis Street, Johannesburg. (Tel. 331-0511.) (Ref. Z70296/ERFCLS/Mr Preiss/kw.)

Case 17330/94
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 **Motsoenyane, Oupa Lucy,** First Defendant, and **Motsoenyane, Catherine Josephine,** 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 182 Leeupoort Street, Boksburg, on Friday, 28 July 1995 at 11:15, 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, Boksburg, 182 Leeupoort Street, Boksburg:

The right of leasehold in respect of Erf 771, Mabuya Park Township, Registration Division IR, Transvaal, measuring 273 m^2, held by the Defendants under Certificate of Registered Grant of Leasehold TL37153/89, being 771 Mabuya Park, Vosloorus, Boksburg.

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 24th day of May 1995.

Routledges Incorporated, Plaintiff's Attorneys, First Floor, Colosseum, 41 Kruis Street, Johannesburg. (Tel. 331-0511.) (Ref. Z99331/ERFCLS/Mr Preiss/kw.)

Case 15675/94
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 **Dlamini, Gladys Thadi,** Defendant

In execution of 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 182 Leeupoort Street, Boksburg, on Friday, 28 July 1995 at 11:15, of the undermentioned immovable property of the Defendant on the conditions which will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Boksburg, 182 Leeupoort Street, Boksburg:

The right of leasehold in respect of Erf 295, Vosloorus Extension 2 Township, Registration Division IR, Transvaal, measuring 270 m², held by the Defendant under Certificate of Registered Grant of Leasehold TL41599/87, being 295 Vosloorus Extension 2, Boksburg.

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 24th day of May 1995.

Routledges Incorporated, Plaintiff's Attorneys, First Floor, Colosseum, 41 Kruis Street, Johannesburg. (Tel. 331-0511.) (Ref. Z98677/ERFCLS/Mr Preiss/kw.)

Case 18850/93
PH 267

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Twala, Ben July,** First Defendant, and **Twala, Martha Peggy,** 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 182 Leeupoort Street, Boksburg, on Friday, 28 July 1995 at 11:15, 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, Boksburg, 182 Leeupoort Street, Boksburg:

Erf 13137, Vosloorus Extension 22 Township, Registration Division IR, Transvaal, measuring 380 m², held by the Defendants under Deed of Transfer T22429/91, being 13137 Vosloorus Extension 22, Vosloorus, Boksburg

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

The dwelling consists of: Lounge, two bedrooms, kitchen, bathroom and toilet.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg this 5th day of June 1995.

Routledges Incorporated, Plaintiff's Attorneys, First Floor, Colosseum, 41 Kruis Street, Johannesburg. (Tel. 331-0511.) (Ref. Z72530/ERFCLS/Mr Preiss/kw.)

Case 16021/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Theodore Cuyler de Villiers,** First Defendant, and **Lydia de Villiers,** Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Transvaal Provincial Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court at the main entrance of the Magistrate's Court, Van Riebeeck Street, Potchefstroom, on Friday, 28 July 1995 at 10:00, of the undermentioned immovable property of the Defendants on the conditions which will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Potchefstroom, at 20 Borrius Street, Bailey Park, Potchefstroom:

Portion 12 of Erf 2529, Potchefstroom Township, Registration Division IQ, Transvaal, measuring 1 226 m², held by the Defendants under Deed of Transfer T45551/1976, being 7 Johannes Dreyer Street, Potchefstroom.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The dwelling consists of entrance hall, lounge, dining-room, family room, five bedrooms, two bathrooms/toilet, kitchen, scullery, study, sewing room, double garage, servant's room, store-room, toilet and bathroom/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 7th day of June 1995.

Routledges Incorporated, Plaintiff's Attorneys, First Floor, Colosseum, 41 Kruis Street, Johannesburg. (Tel. 331-0511.) (Ref. ZA0240/WRFCLS/Mr Brewer/djl.)

Case 33577/94
PH 267

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Klopper, Ewert Phillippus Jacobus,** First Defendant, and **Klopper, Evelyn Johanna,** Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court at 22B Ockerse Street, Krugersdorp, on Wednesday, 26 July 1995 at 10:00, of the undermentioned immovable property of the Defendants on the conditions which will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Krugersdorp, at 22B Ockerse Street, Krugersdorp:

Erf 3323, Noordheuwel Extension 4 Township, Registration Division IQ, Transvaal, measuring 956 m^2, held by the Defendants under Deed of Transfer T9193/1994, being 3 Elliott Street, Noordheuwel Extension 4.

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 shower/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 9th day of June 1995.

Routledges Incorporated, Plaintiff's Attorneys, First Floor, Colosseum, 41 Kruis Street, Johannesburg. (Tel. 331-0511.) (Ref. ZA2143/WRFCLS/Mr Brewer/djl.)

Case 15320/94
PH 267

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (Allied Division), Plaintiff, and **Liebenberg, George Michael,** First Defendant, and **Pool, Erika,** 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 50 Edwards Avenue, Westonaria, on Friday, 28 July 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, Westonaria, at 50 Edwards Avenue, Westonaria:

Erf 3450, Westonaria Extension 8 Township, Registration Division IQ, Transvaal, measuring 936 m^2, held by the Defendants under Deed of Transfer T40515/1993, being 55 Dias Street, Westonaria.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The dwelling consists of entrance hall, lounge, dining-room, family room, four bedrooms, bathroom/toilet, bathroom/toilet/shower, kitchen, sculler, three garages, servant's room, toilet and carport.

Terms: 10% (ten per cent) of the purchase price in cash on the day of the sale, the balance payable against registration of transfer, to be secured by a bank, building society or other acceptable guarantee to be furnished within 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 June 1995.

Routledges Incorporated, Plaintiff's Attorneys, First Floor, Colosseum, 41 Kruis Street, Johannesburg. (Tel. 331-0511.) (Ref. Z98108/WRFCLS/Mr Brewer/djl.)

Case 24143/93
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 **Myemani, Sehlalo Joseph,** First Defendant, and **Myemani, Nikiwe Paulina,** 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, 25 July 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 1452, Tokoza Township, Registration Division IR, Transvaal, measuring 304 m^2, held by the Defendants under Certificate of Right of Leasehold TL31487/1988, being 1452 Nkaki Street, Tokoza.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The dwelling consists of lounge, two bedrooms, 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 June 1995.

Routledges Incorporated, Plaintiff's Attorneys, First Floor, Colosseum, 41 Kruis Street, Johannesburg. (Tel. 331-0511.) (Ref. Z75842/WRFCLS/Mr Brewer/djl.)

Case 21497/94

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

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Mothibedi Silas Mogakabe,** Defendant

In execution of a judgment of the Supreme Court of South Africa (Transvaal Provincial Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court at 54A Lang Street, Lichtenburg, on Friday, 28 July 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, Lichtenburg, at 54A Lang Street, Lichtenburg:

The right of leasehold in respect of Erf 461, Letsopa Township, Registration Division IP, Transvaal, measuring 336 m^2, held by the Defendant under Certificate of Right of Leasehold TL14431/1989, being 461 Letsopa, Ottosdal.

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 7th day of June 1995.

Routledges Inc., Plaintiff's Attorneys, First Floor, Colosseum, 41 Kruis Street, Johannesburg. (Tel. 331-0511.) (Ref. ZA1171/WRFCLS/Mr Brewer/djl.)

Case 1997/94

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

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Martha Aletha Venter,** 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, 12 Rood Street, Elandia, on Wednesday, 26 July 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, Klerksdorp, at 11 Teak Avenue, Industrial Sites, Klerksdorp:

Portion 2 of Erf 18, Elandia Township, Registration Division IP, Transvaal, measuring 843 m^2, held by the Defendant under Deed of Transfer T36389/1987, being 12 Rood Street, Elandia.

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

The dwelling consists of lounge, dining-room, family room, three bedrooms, bathroom/toilet, separate bathroom/toilet, kitchen, scullery, study, double garage, four carports, servant's room and shower/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 12th day of June 1995.

Routledges Inc., Plaintiff's Attorneys, First Floor, Colosseum, 41 Kruis Street, Johannesburg. (Tel. 331-0511.) (Ref. Z64067/WRFCLS/Mr Brewer/djl.)

Case 27286/92
PH 267

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

In the matter between **ABSA Bank Limted** (United Bank Division), formerly known as United Bank Limited, and prior to that United Building Society Limited, and previously United Building Society, Plaintiff, and **Tsotetsi, Sibusiso Ishmael,** First Defendant, and **Tsotetsi, Thuletu Ruth,** 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 182 Leeupoort Street, Boksburg, on Friday, 28 July 1995 at 11:15, 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, Boksburg, 182 Leeupoort Street, Boksburg:

The right of leasehold in respect of Lot 457, Vosloorus Extension 2 Township, Registration Division IR, Transvaal, measuring 330 m^2, held by the Defendants under Certificate of Registered Grant of Leasehold TL41602/87, being 457 Sepeng Street, Vosloorus Extension 2, Boksburg.

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 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 te 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 May 1995.

Routledges Inc., Plaintiff's Attorneys, First Floor, Colosseum, 41 Kruis Street, Johannesburg. (Tel. 331-0511.) (Ref. ZA4354/ERFCLS/Mr Preiss/kw.)

Case 8977/94

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

In the matter between **The Standard Bank of S.A. Ltd,** Plaintiff, and **Stanley Phillipxolo,** Defendant

On Friday, 28 July 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 20918, together with all erections or structures thereon in the Township of Vosloorus Extension 28, Boksburg, measuring 187 square metres, held under Deed of Transfer TL49372/1992.

Description: Single storey brick and/or cement residence under ron, 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 this the 15th day of June, 1995.

M. Traube, for Moodie Moodie & Van Rensburg, Legis Domus Building, Trichardt Street, Boksburg. (Tel. 892-3050.) (Ref. Mrs O. Smuts/V3101.)

Saak 5993/95

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **ABSA Bank Beperk,** Eiser, en **Anthony Clive Geldenhuys,** Eerste Verweerder, en **Sandra Anne Geldenhuys,** Tweede Verweerder

'n Eksekusieverkoping word gehou deur die Balju Wonderboom te Gedeelte 83, De Onderstepoort (net noord van Saskomeule, ou Warmbadpad, Bon Accord), op 28 Julie 1995 om 11:00, van:

Erf 186, in die dorp Karenpark, Registrasieafdeling JR, Transvaal, groot 1 669 vierkante meter, gehou kragtens Akte van Transport T76965/92 (beter bekend as Marantalaan 2, Karenpark).

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

Verbeterings: 'n Baksteenwoonhuis bestaande uit 'n sitkamer, eetkamer, kombuis, vier slaapkamers en twee badkamers. Buitegeboue: Personeelkamer, twee motorhuise en toilet.

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

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

Case 14131/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **The Standard Bank of South Africa Limited,** Plaintiff, and **Wilhelm George Röth,** Defendant

In execution of a judgment of the Supreme Court of South Africa (Transvaal Provincial Division), in the above-mentioned suit, the following property without a reserve will be sold in execution to the highest bidder, to be held on Thursday, 27 July 1995 at 10:00, in front of the Magistrate's Office, Vierde Laan, Thabazimbi:

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

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

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

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

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

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

Case 20581/94
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 **Stand 1311 Vorna Valley Extension 25 CC (Reg. No. CK92/24355/23),** 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 Lochner Park, Block D, First Floor, corner of Suttie Street and Richards Drive, Halfway House, on 2 August 1995 at 14:30, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff Alexandra, at Lochner Park, Block D, First Floor, corner of Suttie Street and Richards Drive, Halfway House, prior to the sale:

Certain: Erf 1311, situated in the Township of Vorna Valley Extension 25, Registration Division JR, Transvaal; being 1311 Kwartel Street, Vorna Valley Extension 25, Midrand, measuring 900 (nine 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 iron roof, comprising kitchen, lounge/dining-room, two bedrooms, bathroom with outbuildings with similar construction comprising servant's room, laundry and store-room.

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

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

Dated at Johannesburg this 28th day of June 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.590.)

Case 19955/93
PH 388

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Nell, Marius Jacobus Adriaan,** Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of the Sheriff of the Supreme Court, 131 Marshall Street, Johannesburg, on Thursday, 27 July 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 69, Turf Club Township, Registration Division IR, Province of Pretoria–Witwatersrand–Vereeniging, area 991 (nine hundred and ninety-one) square metres, situation 13 Alexander Street, Turf Club, Johannesburg.

Improvements (not guaranteed): A house under iron roof consisting of three bedrooms, bathroom, kitchen, lounge, garage, swimming-pool, servants' quarters, toilet with precast walls around property.

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

Dated at Johannesburg on this 28th day of June 1995.

F. R. J. Jansen, for Jansen & Potter, Plaintiff's Attorneys, 25th Floor, Carlton Centre, Commissioner Street, Johannesburg. (Tel. 331-8535.) (Ref. Foreclosures Z652.)

Case 33209/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Couser, Julian Robert,** First Defendant and **Couser, Gisela,** Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of the Sheriff of the Supreme Court, 131 Marshall Street, Johannesburg, on Thursday, 27 July 1995 at 10:00, of the undermentioned property of the Defendants on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff of the Supreme Court, prior to the sale:

Certain Erf 193, Hursthill Township, Registration Division IR, Transvaal.

Area: 613 (six hundred and thirteen) square metres, situated at 12 Abercorn Avenue, Hursthill.

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

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

Auctioneer's charges are payable on the day of the sale and calculated at 5% (five per cent) on the proceeds of the sale up to a price of R20 000 and thereafter 3% (three per cent), with a maximum fee of R6 000 and a minimum of R200.

Dated at Johannesburg on this the 27th day of June 1995.

F. R. J. Jansen, for Jansen - Potter, Plaintiff's Attorneys, 25th Floor, Carlton Centre, Commissioner Street, Johannesburg. (Tel. 331-8535.) (Ref. ForeclosuresZ297.)

Case 11/95

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

In the matter between **Foskor Limited,** Plaintiff, and **E. Mohale,** Defendant

In pursuance of a judgment of the Court of the Magistrate of Namakgale and writ of execution dated 19 June 1995, the following propety will be sold by public auction on 25 July 1995 at 15:00, before the Magistrate's Court, Namakgale, to the highest bidder, viz:

House D487, situated in the Township of Namakgale.

Kitchen, three rooms, bathroom, lounge/dining-room and toilet, including all alterations.

Material conditions of sale:

1. The property will be sold to the highest bidder without reserve and subject to the Magistrates' Courts Act and rules in terms thereof.

2. The purchaser shall pay 10% (ten per cent) of the purchase price or an amount of R1 000 (one thousand rand) whichever the highest to the Sheriff of the Court in cash immediately after the sale and the balance shall be secured by means of bank or building society guarantee payable against registration of the property in the name of the purchaser, which guarantee shall be delivered to the Sheriff within 21 (twenty-one) days of the date of the sale.

The conditions of sale will lie for inspection during office hours at the offices of the Sheriff of the Magistrate's Court at Namakgale.

A. B. Maré, for Anton Maré, P.O. Box 664, Wilger Avenue, Phalaborwa, 1390. (Ref. Miss Benadie: F7407.)

Saak 5554/95

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

In die saak tussen **ABSA Bank Beperk,** handeldrywende as Allied Bank (voorheen Allied Bouvereniging Beperk), Eksekusieskuldeiser, en **Dandi Betty Dlamini,** Eksekusieskuldenaar

Ten uitvoerlegging van 'n vonnis toegestaan deur bogemelde Agbare Hof sal 'n verkoping sonder reserwes deur die Balju, Kempton Park, op 27 Julie 1995 om 10:00, te Parkstraat 8, Kempton Park, gehou word van die ondergenoemde eiendom van die Eksekusieskuldenaar op die voorwaardes wat deur die afslaer uitgelees sal word ten tye van die verkoping en welke voorwaardes voor die verkoping gelees kan word by die kantoor van die bogemelde Balju te Kempton Park:

Sekere Erf 329, Leboeng-dorpsgebied, Registrasieafdeling IR, Transvaal, gehou onder Titelakte TL60369/89, groot 273 (tweehonderd drie-en-sewentig) vierkante meter, ook bekend as 329 Leboeng Afdeling, Tembisa.

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

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

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

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

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

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

Geteken te Kempton Park op hierdie 30ste dag van Junie 1995.

C. A. C. Korf, vir Van Rensburg, Schoon & Cronje, 8 Die Eike, hoek van Monumentweg en Longstraat, Kempton Park, 1620. (Verw. mev. Van Heerden/AB1337.)

Saak 3583/95

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

In die saak tussen **ABSA Bank Beperk,** handeldrywende as Allied Bank (voorheen Allied Bouvereniging Beperk), Eksekusieskuldeiser, en **Dumisa Maurice Khunga,** Eerste Eksekusieskuldenaar en **Ntombi Ritta Khunga,** Tweede Eksekusieskuldenaar

Ten uitvoerlegging van 'n vonnis toegestaan deur bogemelde Agbare Hof sal 'n verkoping sonder reserwes deur die Balju, Kempton Park, op 27 Julie 1995 om 10:00, te Parkstraat 8, Kempton Park, gehou word van die ondergenoemde eiendom van die Eksekusieskuldenaars op die voorwaardes wat deur die afslaer uitgelees sal word ten tye van die verkoping en welke voorwaardes voor die verkoping gelees kan word by die kantoor van die bogemelde Balju te Kempton Park:

Sekere Erf 617, Tembisa-uitbreiding 1-dorpsgebied, Registrasieafdeling IR, Transvaal, gehou onder Titelakte TL28298/87, groot 351 (driehonderd een-en-vyftig) vierkante meter, ook bekend as 617 Hospital View, Tembisa.

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

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

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

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

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

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

Geteken te Kempton Park op hierdie 30ste dag van Junie 1995.

C. A. C. Korf, vir Van Rensburg, Schoon & Cronje, 8 Die Eike, hoek van Monumentweg en Longstraat, Kempton Park, 1620. (Verw. mev. Van Heerden/AB1598.)

Saak 7863/94

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

In die saak tussen **ABSA Bank Beperk,** handeldrywende as **Allied Bank** (voorheen Allied Bouvereniging Beperk), Eksekusieskuldeiser, en **Salmina Mamonare Motsieng,** Eksekusieskuldenaar

Ter uitvoerlegging van 'n vonnis toegestaan deur bogemelde Agbare Hof sal 'n verkoping sonder reserwes deur die Balju, Kempton Park, op 27 Julie 1995 om 10:00, te Parkstraat 8, Kempton Park, gehou word van die ondergenoemde eiendom van die Eksekusieskuldenaar op die voorwaardes wat deur die afslaer uitgelees sal word ten tye van die verkoping en welke voorwaardes voor die verkoping gelees kan word by die kantoor van die bogemelde Balju te Kempton Park:

Sekere Erf 491, Maokeng-dorpsgebied, Registrasieafdeling IR, Transvaal, Transportakte gehou onder Titelakte TL47817/88, grootte 288 (twee honderd agt-en-tagtig) vierkante meter, ook bekend as 491 Maokeng Afdeling, Tembisa.

Beskrywing:

Woning bestaande uit toilet, badkamer, eetkamer, twee slaapkamers en 'n kombuis. Alles onder 'n teëldak. Die eiendom is omhein met mure. Verbeterings is nie gewaarborg nie.

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

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

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

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

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

Geteken te Kempton Park op hierdie 30ste dag van Junie 1995.

C. A. C. Korf, vir Van Rensburg Schoon & Cronje, Die Eike 8, Monumentweg en Longstraat, Kempton Park, 1620. (Verw. mev. Van Heerden/AB1273.)

Saak 3185/95

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

In die saak tussen **ABSA Bank Beperk,** handeldrywende as **Allied Bank** (voorheen Allied Bouvereniging Beperk), Eksekusieskuldeiser, en **Andries Victor Fakude,** Eerste Eksekusieskuldenaar, en **Nomsa Numsy Fakude,** Tweede Eksekusieskuldenaar

Ter uitvoerlegging van 'n vonnis toegestaan deur bogemelde Agbare Hof sal 'n verkoping sonder reserwes deur die Balju, Kempton Park, op 27 Julie 1995 om 10:00, te Parkstraat 8, Kempton Park, gehou word van die ondergenoemde eiendom van die Eksekusieskuldenaars op die voorwaardes wat deur die afslaer uitgelees sal word ten tye van die verkoping en welke voorwaardes voor die verkoping gelees kan word by die kantoor van die bogemelde Balju te Kempton Park:

Sekere Erf 977, Maokeng-uitbreiding 1-dorpsgebied, Registrasieafdeling IR, Transvaal, Transportakte gehou onder Titelakte TL24276/90, grootte 284 (twee honderd vier-en-tagtig) vierkante meter, ook bekend as 977 Maokeng Afdeling, Tembisa.

Beskrywing:

Woning bestaande uit twee slaapkamers, kombuis, toilet, eetkamer en badkamer. Alles onder 'n teëldak. Eiendom is omhein. Verbeterings is nie gewaarborg nie.

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

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

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

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

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

Geteken te Kempton Park op hierdie 30ste dag van Junie 1995.

C. A. C. Korf, vir Van Rensburg Schoon & Cronje, Die Eike 8, Monumentweg en Longstraat, Kempton Park, 1620. (Verw. mev. Van Heerden/AB1591.)

Saak 9539/94

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

In die saak tussen **ABSA Bank Beperk,** handeldrywende as **Allied Bank** (voorheen Allied Bouvereniging Beperk), Eksekusieskuldeiser, en **Shannon McLeod,** Eksekusieskuldenaar

Ter uitvoerlegging van 'n vonnis toegestaan deur bogemelde Agbare Hof sal 'n verkoping sonder reserwes deur die Balju, Kempton Park, op 27 Julie 1995 om 10:00, te Parkstraat 8, Kempton Park, gehou word van die ondergenoemde eiendom van die Eksekusieskuldenaar op die voorwaardes wat deur die afslaer uitgelees sal word ten tye van die verkoping en welke voorwaardes voor die verkoping gelees kan word by die kantoor van die bogemelde Balju te Kempton Park:

Sekere erf: Gedeelte 24, soos meer breedvoerig omskryf word in Deeltitel Plan SS649/93 in die skema bekend as Laura Hof, geleë te Erf 1014, Kempton Park-uitbreiding 2-dorpsgebied, Registrasieafdeling IR, Transvaal, Transportakte gehou onder Titelakte ST6408/94, grootte 57 (sewe-en-vyftig) vierkante meter, ook bekend as Eenheid 24, Laura Hof, Uitbreiding 2, Kempton Park.

Beskrywing:

Eenheid bestaande uit twee slaapkamers, kombuis, toilet, eetkamer, badkamer, alles onder 'n teëldak, motorhuis en 'n motoroprit. Die eiendom is omhein met mure. Verbeterings is nie gewaarborg nie.

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

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

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

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

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

Geteken te Kempton Park op hierdie 23ste dag van Junie 1995.

C. A. C. Korf, vir Van Rensburg Schoon & Cronje, Die Eike 8, Monumentweg en Longstraat, Kempton Park, 1620. (Verw. mev. Van Heerden/AB1359.)

Saak 6543/94

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

In die saak tussen **ABSA Bank Beperk,** handeldrywende as **Allied Bank** (voorheen Allied Bouvereniging Beperk), Eksekusieskuldeiser, en **Rodney Fabian Cross,** Eerste Eksekusieskuldenaar, en **Deborah Moira Cross,** Tweede Eksekusieskuldenaar

Ter uitvoerlegging van 'n vonnis toegestaan deur bogemelde Agbare Hof sal 'n verkoping sonder reserwes deur die Balju, Kempton Park, op 27 Julie 1995 om 10:00, te Parkstraat 8, Kempton Park, gehou word van die ondergenoemde eiendom van die Eksekusieskuldenaars op die voorwaardes wat deur die afslaer uitgelees sal word ten tye van die verkoping en welke voorwaardes voor die verkoping gelees kan word by die kantoor van die bogemelde Balju te Kempton Park:

Sekere Erf 2888, Birch Acres-uitbreiding 17-dorpsgebied, Registrasieafdeling IR, Transvaal, Transportakte gehou onder Titelakte T15944/89, grootte 800 (agt honderd) vierkante meter, ook bekend as Storklaan 24, Birch Acres-uitbreiding 17.

Beskrywing:

Woning bestaande uit drie slaapkamers, kombuis, twee toilette, eetkamer, twee badkamers, sitkamer, studeerkamer, alles onder 'n teëldak, twee motorhuise en 'n motoroprit. Die eiendom is ten volle omhein. Verbeterings is nie gewaarborg nie.

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

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

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

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

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

Geteken te Kempton Park op hierdie 30ste dag van Junie 1995.

C. A. C. Korf, vir Van Rensburg Schoon & Cronje, Die Eike 8, Monumentweg en Longstraat, Kempton Park, 1620. (Verw. mev. Van Heerden/AB1208.)

Saak 1379/92

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

In die saak tussen **ABSA Bank Beperk,** handeldrywende as Allied Bank (voorheen Allied Bouvereniging Beperk), Eksekusieskuldeiser, en **Carlos Muntukabonwa Khanyile,** Eerste Eksekusieskuldenaar, en **Thembelihle Hilda Khanyile,** Tweede Eksekusieskuldenaar

Ten uitvoerlegging van 'n vonnis toegestaan deur bogemelde Agbare Hof sal 'n verkoping sonder reserwes deur die Balju, Kempton Park, op 27 Julie 1995 om 10:00, te Parkstraat 8, Kempton Park, gehou word van die ondergenoemde eiendom van die Eksekusieskuldenaar op die voorwaardes wat deur die afslaer uitgelees sal word ten tye van die verkoping en welke voorwaardes voor die verkoping gelees kan word by die kantoor van die bogemelde Balju te Kempton Park:

Alle reg, titel en belang in die huurpag oor Erf 972, Tembisa-uitbreiding 4-dorpsgebied, Registrasieafdeling IR, Transvaal, gehou onder Titelakte TL83689/90, grootte 302 (driehonderd en twee) vierkante meter, ook bekend as 972 Tembisa-uitbreiding 4.

Beskrywing: Woning bestaande uit drie slaapkamers, kombuis, toilet, eetkamer en badkamer. Alles onder 'n teëldak.

Verbeterings is nie gewaarborg nie.

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

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

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

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

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

Geteken te Kempton Park op hierdie 30ste dag van Junie 1995.

C. A. C. Korf, vir Van Rensburg Schoon & Cronje, Die Eike 8, Monumentweg en Longstraat, Kempton Park, 1620. (Verw. mev. Van Heerden/AB821.)

Saak 4697/93

IN DIE LANDDROSHOF VIR DIE DISTRIK ALBERTON GEHOU TE ALBERTON

In die saak tussen **ABSA Bank Beperk,** handeldrywende as United Bank (voorheen United Bouvereniging Beperk), Eksekusieskuldeiser, en **Sello Godfrey Chauke,** Eksekusieskuldenaar

Ten uitvoerlegging van 'n vonnis toegestaan deur bogemelde Agbare Hof sal 'n verkoping sonder reserwes deur die Balju, Alberton, 26 Julie 1995 om 10:00, te Johriahof, Du Plessisstraat 4, Florentia, Alberton, gehou word van die ondergenoemde eiendom van die Eksekusieskuldenaar op die voorwaardes wat deur die afslaer uitgelees sal word ten tye van die verkoping en welke voorwaardes voor die verkoping gelees kan word by die kantoor van die bogemelde Balju te Alberton:

Sekere Erf 405, Ramakonopi-Wes-dorpsgebied, Registrasieafdeling IR, Transvaal, gehou onder Titelakte TL4334/86, grootte 366 (driehonderd ses-en-sestig) vierkante meter, ook bekend as Ramakonopi-Wes 405, Katlehong, Alberton.

Beskrywing: Woning bestaande uit kombuis, slaapkamer, badkamer, eetkamer en sitkamer.

Verbeterings is nie gewaarborg nie.

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

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

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

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

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

Geteken te Kempton Park op hierdie 30ste dag van Junie 1995.

C. A. C. Korf, vir Van Rensburg Schoon & Cronje, Die Eike 8, Monumentweg en Longstraat, Kempton Park, 1620. (Verw. mev. Van Heerden/UA67.)

Saak 3188/95

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

In die saak tussen **ABSA Bank Beperk,** handeldrywende as Allied Bank (voorheen Allied Bouvereniging Beperk), Eksekusieskuldeiser, en **Raymond John Nel,** Eerste Eksekusieskuldenaar, en **Sonya Joan Nel,** Tweede Eksekusieskuldenaar

Ten uitvoerlegging van 'n vonnis toegestaan deur bogemelde Agbare Hof sal 'n verkoping sonder reserwes deur die Balju, Kempton Park, op 27 Julie 1995 om 10:00, te Parkstraat 8, Kempton Park, gehou word van die ondergenoemde eiendom van die Eksekusieskuldenaar op die voorwaardes wat deur die afslaer uitgelees sal word ten tye van die verkoping en welke voorwaardes voor die verkoping gelees kan word by die kantoor van die bogemelde Balju te Kempton Park:

Sekere Erf 54, Rhodesfield-dorpsgebied, Registrasieafdeling IR, Transvaal, gehou onder Titelakte T1340/92, grootte 1 482 (eenduisend vierhonderd twee-en-tagtig) vierkante meter, ook bekend as Catalinastraat 27, Rhodesfield.

Beskrywing: Woning bestaande uit ingangsportaal, eetkamer, sitkamer, drie slaapkamers, kombuis, twee badkamers, twee toilette, swembad, kroeg en motoroprit.

Eiendom is omhein met betonmure.

Verbeterings is nie gewaarborg nie.

Verkoopvoorwaardes is as volg:

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

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

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

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

Geteken te Kempton Park op hierdie 30ste dag van Junie 1995.

C. A. C. Korf, vir Van Rensburg Schoon & Cronje, Die Eike 8, Monumentweg en Longstraat, Kempton Park, 1620. (Verw. mev. Van Heerden/AB1590.)

Saak 3183/95

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

In die saak tussen **ABSA Bank Beperk,** handeldrywende as Allied Bank (voorheen Allied Bouvereniging Beperk), Eksekusieskuldeiser, en **Jacobus Andries Slabber,** Eerste Eksekusieskuldenaar, en **Maria Johanna Slabber,** Tweede Eksekusieskuldenaar

Ten uitvoerlegging van 'n vonnis toegestaan deur bogemelde Agbare Hof sal 'n verkoping sonder reserwes deur die Balju, Kempton Park, op 27 Julie 1995 om 10:00, te Parkstraat 8, Kempton Park, gehou word van die ondergenoemde eiendom van die Eksekusieskuldenaar op die voorwaardes wat deur die afslaer uitgelees sal word ten tye van die verkoping en welke voorwaardes voor die verkoping gelees kan word by die kantoor van die bogemelde Balju te Kempton Park:

Sekere Erf 59, Terenure-uitbreiding 6-dorpsgebied, Registrasieafdeling IR, Transvaal, gehou onder Titelakte T28422/94, grootte 1 000 (eenduisend) vierkante meter, ook bekend as Ploverstraat 1, Terenure-uitbreiding 6.

Beskrywing: Woning bestaande uit eetkamer, sitkamer, kombuis, drie slaapkamers, badkamer, toilet, stort en toilet.

Eiendom is omhein met betonmure.

Verbeterings is nie gewaarborg nie.

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

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

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

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

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

Geteken te Kempton Park op hierdie 30ste dag van Junie 1995.

C. A. C. Korf, vir Van Rensburg Schoon & Cronje, Die Eike 8, Monumentweg en Longstraat, Kempton Park, 1620. (Verw. mev. Van Heerden/AB1499.)

Case 25048/93
PH 170

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **The Standard Bank of SA Limited,** Judgment Creditor, and **Van der Schyff, Diana,** Judgment Debtor

Pleased to take notice that 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 887 Boundary Road, Pringle Bay, on 20 July 1995 at 11:00, of the undermentioned properties of the Judgment Debtor, on the conditions and which lie for inspection at the offices of the Sheriff of the Supreme Court, Caledon, 20 Prins Alfred Road, Caledon, prior to the sale:

1. Certain Erf 887, Pringle Bay, Registration Division IQ, Cape Town, measuring 600 (six hundred) square metres, held by virtue of Deed of Transfer T27644/1989, and corresponding to the street address 887 Boundary Road, Pringle Bay.

2. Certain Erf 947, Pringle Bay, Registration Division IQ, Cape Town, measuring 600 (six hundred) square metres, held by virtue of Deed of Transfer T27644/1989, and corresponding to the street address 947 Ursula Road, Pringle Bay.

The above-mentioned properties are unimproved.

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

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

Dated at Johannesburg on this 22nd day of June 1995.

Young-Davis Inc., 1724 Sanlam Centre, 206/214 Jeppe Street, Johannesburg. (Tel. 336-2681.) (Ref. M. Ramafalo/S56442.)

Saak 1111/92

IN DIE LANDDROSHOF VIR DIE DISTRIK NELSPRUIT GEHOU TE NELSPRUIT

In die saak tussen **Laeveldse Koöperasie Bpk.,** Eiser, en **E. S. Stevenson,** Verweerder

Ingevolge 'n uitspraak van bogemelde Agbare Hof en 'n lasbrief vir eksekusie gedateer 9 Mei 1994, sal die ondervermelde onroerende eiendom in eksekusie verkoop word aan die hoogste bieër op Vrydag, 21 Julie 1995 om 10:00, te Landdroskantoor, Nelspruit, naamlik:

Gedeelte 67 van plaas Excelsior, Alkmaar, distrik Nelspruit.

Verkoopvoorwaardes:

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

2. Die verdere verkoopvoorwaardes is vervat in die koopkontrak wat ter insae lê by die Balju, Nelspruit, van Belmont Villas, Suite 302, Paul Krugerstraat 15, Nelspruit, met telefoonnommer (01311) 2-3466 asook by ondervermelde adres, wat vir inspeksie beskikbaar is gedurende die gewone kantoorure.

Geteken te Nelspruit op hede die 9de dag van Junie 1995.

P. C. Swanepoel, vir Swanepoel & Vennote, Prokureurs vir Eiser, Vyfde Verdieping, Proromgebou, Brownstraat, Posbus 1300, Nelspruit. (Tel. 5-2401.) (Faks. 5-3335.) (Verw. Pieter Swanepoel/svdm/L2-92.)

Saak 11543/94

IN DIE LANDDROSHOF VIR DIE DISTRIK PIETERSBURG GEHOU TE PIETERSBURG

In die saak tussen **Natal Bouvereniging Beperk,** Eiser, en **E. E. Abert,** Verweerder

Ten uitvoering van 'n vonnis in die Landdroshof van Pietersburg, toegestaan op 2 Februarie 1995 en 'n lasbrief vir eksekusie uitgereik ter uitvoering daarvan, sal die ondergemelde eiendom in eksekusie verkoop word op Vrydag, 4 Augustus 1995 om 10:00, te die Landdroskantoor, Pietersburg, naamlik:

Erf 717, in die dorpsgebied Nirvana-uitbreiding 1, Registrasieafdeling LS, Transvaal, groot 1 009 vierkante meter, gehou kragtens Akte van Transport T62694/92, geleë te Lawtonlaan 32, Nirvana, Pietersburg.

Die volgende inligting word gelewer met betrekking tot verbeterings, alhoewel in hierdie respek niks gewaarborg word nie: Die eiendom is 'n woonhuis bestaande uit ingangsportaal, vier slaapkamers, twee badkamers, twee storte, twee toilette, kombuis, sitkamer, eetkamer en twee motorhuise.

Terme: Die koopprys sal betaal word by wyse van 10% (tien persent) daarvan op die dag van die verkoping en die onbetaalde balans tesame met rente daarop soos gestipuleer in die voorwaardes van verkoping, tot datum van registrasie van oordrag, sal betaal word of verseker word deur die lewering van 'n aanvaarbare bank- of bouverenigingwaarborg binne 14 (veertien) dae vanaf datum van verkoping. Die volle en volledige voorwaardes van verkoping wat onmiddellik voor die verkoop uitgelees sal word mag geïnspekteer word by die Baljukantore, Bokstraat 56A, Pietersburg.

Geteken te Pietersburg op hierdie 15de dag van Junie 1995.

M. Botha, vir Botha Horak Ingelyf, Prokureur vir Eiser, Joubertstraat 27, Pietersburg, 0699. (Tel. 291-2147/8.) (Verw. M. Botha/sm/5970.)

Case 18603/94

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

In the matter between **Standard Yoke & Timber Mills,** Judgment Creditor, and **Gerhard Deysel,** Judgment Debtor

In pursuance of a judgment and writ of execution of this Court, the immovable property listed hereunder will be sold in execution on Friday, 4 August 1995 at 09:00, by the Sheriff for the Magistrate's Court, at the Magistrate's Court, Begemann Street, Heidelberg, to the highest bidder, without reserve, subject to the conditions of sale:

(a) Remaining portion of Lot 76, Township of Heidelberg, Registration Division IR, Transvaal, in extent 2 981 (two nine eight one) square metres, held under Deed of Transfer T33511/1986.

(b) Subdivision 19 (of subdivision of Subdivision 3) of the farm Boschhoek 385, Registration Division IR, Transvaal, in extent 12,8480 (twelve comma eight four eight nil) hectares, held under Deed of Transfer T525/1985.

(c) Subdivision 20 (of subdivision of Subdivision 3) of the farm Boschhoek 385, Registration Division IR, Transvaal, in extent 10,6182 (ten comma six one eight two) hectares, held under Deed of Transfer T525/1985, situated at 20 Du Preez Street, Heidelberg, Gauteng, held by Judgment Debtor under: (a) Deed of Transfer T33511/1986, (b) and (c) Deed of Transfer T525/1985.

The following information is given about the immovable property but is not guaranteed:

Zoning: Special Residential.

Improvements:

(a) A dwelling, brick under tile, comprising four bedrooms, study, lounge/dining-room, kitchen, double garage and swimming-pool.

(b) and (c) A dwelling, brick under tile, comprising four bedrooms, lounge/dining-room, study, kitchen, outbuilding comprising two rooms and borehole.

The conditions of sale, which may be inspected at the office of the aforesaid Sheriff, will be read out immediately prior to the sale.

Dated at Pietermaritzburg on the 28th day of June 1995.

Venn Nemeth & Hart Inc., Judgment Creditor's Attorneys, 281 Pietermaritz Street, Pietermaritzburg. (Ref. 10S566494.)

CAPE • KAAP

Case 20630/94

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 Limited,** Execution Creditor, and **Abdel-Naser Hanani,** Execution Debtor

In terms of a judgment granted by the Magistrate's Court for the District of The Cape, dated 27 October 1994 and a warrant of execution issued, the undermentioned property will be sold voetstoots and without reserve in execution by public auction held on the premises, to the highest bidder on 3 August 1995 at 11:30:

Erf 105693, Cape Town, at Rugby, in the Municipality of Cape Town, Cape Division, in extent 758 (seven hundred and fifty-eight) square metres.

Street address: 29 Fortuna Road, Sanddrift.

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: Lounge, dining-room, kitchen, two bedrooms, bathroom/w.c., w.c., garage and swimming-pool.

(3) The full and complete conditions of sale will be announced by the Sheriff of the Magistrate's Court or auctioneer immediately before the sale and will lie for inspection at the offices of the Sheriff of the Magistrate's Court, Mandatum Building, 44 Barrack Street, Cape Town.

(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 21st day of June 1995.

W. de Braal, for Buchanan Boyes, Attorneys for Execution Creditor, Second Floor, Standard Bank Building, Kruskal Avenue, Bellville.

Case 5274/95

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 **Mark Wayne Everton,** First Defendant, and **Jean Elizabeth Everton,** Second Defendant

In pursuance of a judgment in the Court of the Magistrate of the District of Port Elizabeth dated 15 March 1995, the property listed hereunder will be sold in execution on Friday, 21 July 1995 at 14:15, at the front entrance to the New Law Courts, Main Street, North End, Port Elizabeth:

Erf 1066, Algoapark, in the Municipality and Division of Port Elizabeth, measuring 209 (two hundred and nine) square metres, situated at 33 Saffraan Avenue, Algoapark, Port Elizabeth.

Conditions of sale: The purchase price shall be payable as a deposit in cash of 10% (ten per cent) and the balance against transfer. The full conditions of sale will be read immediately prior to the sale and may be inspected at the office of the Sheriff, Magistrate's Court, Port Elizabeth. A substantial bank loan can be arranged for an approved purchaser.

Dated at Port Elizabeth on this the 2nd day of June 1995.

Brown Braude & Vlok Inc., Plaintiff's Attorneys, Hancocks House, 317 Cape Road, Newton Park, Port Elizabeth. (Ref. Mr D. C. Baldie/ah.)

Case 1835/95

IN THE SUPREME COURT OF SOUTH AFRICA

(Cape of Good Hope Provincial Division)

In the matter between **Standard Bank of South Africa Limited,** Plaintiff, and **Francois Smith,** First Defendant, and **Edith Ellen Masalisa,** Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Cape of Good Hope Provincial Division) in the above-mentioned suit, a sale without reserve will be held at 4 Watsonia Street, Bellview, Wellington, on Wednesday, 26 July 1995 at 11:00, of the undermentioned property of the Defendants on the conditions which will lie for inspection at the offices of the Sheriff for the Supreme Court, 27 Church Street, Wellington:

Erf 8869, Wellington, Transitional Council of Wellington, Division Paarl, Province of the Western Cape, measuring 284 (two hundred and eighty-four) square metres, held by Deed of Transfer T93747/93, also known as 4 Watsonia Street, Bellview, Wellington (hereinafter referred to as the property).

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: Lounge, kitchen, two bedrooms and bath/w.c.

Terms:

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

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

Dated at Cape Town this 29th day of May 1995.

Findlay & Tait Inc., Plaintiff's Attorneys, 30 Hout Street, Cape Town. (Ref. G. I. Rushton/38634.)

Case 6351/95

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

Nedcor Bank Limited *versus* **E. C. L. E. Fourie**

The property: Erf 63148, Cape Town, at Lansdowne, in the City of Cape Town, Division Cape, in extent 753 square metres, situated at 20 Wolsey Road, Rondebosch East.

Improvements (not guaranteed): Single dwelling: Brick walls, tiled roof, lounge, kitchen, three bedrooms, bathroom, toilet and double garage.

Date of sale: 25 July 1995 at 14:00.

Place of sale: 20 Wolsey Road, Rondebosch East.

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 cent) of the purchase price less the sum of R2 000 in cash or by bank cheque on the day of the sale, and the balance on transfer together with interest thereon calculated in the manner set out more fully in the conditions of sale and subject to the terms set out in the conditions of sale which will be read immediately prior to the sale and which are available for inspection at the offices of the Sheriff for the Magistrate's Court, Electric Road, Wynberg, and Claremart, 21 Paarden Eiland Road, Paarden Eiland.

Pincus Matz Marquard Hugo-Hamman, Attorneys for Judgment Creditor, 135 Main Road, Claremont.

Case 13524/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF EAST LONDON HELD AT EAST LONDON

In the matter between **ABSA Bank Ltd** (United Bank Division), Plaintiff, and **Winefred Cordukes,** Defendant

In pursuance of a judgment of the above Honourable Court and a writ of execution dated 28 April 1995, the following property will be sold on 19 July 1995 at 08:30, in the foyer of the Magistrate's Court, Buffalo Street, East London, to the highest bidder:

Erf 13600, East London, Municipality and Division of East London, in extent 1 871 (one thousand eight hundred and seventy-one) square metres, held by Deed of Transfer T967/1990 dated 19 April 1990, also known as 4 Magnolia Road, Braelyn, East London.

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

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

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

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

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

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

5. The following information is furnished but not guaranteed: Three workshops areas in reasonable condition, namely vehicle repair shop, vehicle engine repair shop, a shop storing empty drums, no ceilings and a grano floor and small offices are situated in each section.

Dated at East London this 7th day of June 1995.

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

Case 1404/95

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

In the matter between **Fidelity Bank Limited,** Plaintiff, and **Rashaad Bolters,** First Defendant, and **Shamyla Bolters,** Second Defendant

In execution of the judgment of the Magistrate's Court of Goodwood in the above matter, a sale will be held on Thursday, 27 July 1995 at 12:00, at 74 21st Avenue, Norwood, Elsie's River, Cape, of the following immovable property:

Certain land situated at Erf 34000 (portion of Erf 31590), Goodwood, in the area of the Transitional Metropolitan Substructure of Elsie's River, Cape Division, Province of the Western Cape, measuring 195 (one hundred and ninety-five) square metres, held by Deed of Transfer T9135/1994, also known as 74 21st Avenue, Norwood, Elsie's River, Cape.

The following information is furnished *re* the improvements but in this regard nothing is guaranteed: Tiled roof, brick walls, lounge, kitchen, two bedrooms and bathroom.

Conditions of sale:

1. The sale is subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, the property being sold voetstoots as it stands and subject to the conditions of the existing title deeds. The highest bidder shall be the purchaser, subject to the provisions of section 66 of the above Act.

2. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price in cash or by way of a bank or building society guaranteed cheque on the day of the sale and the balance [with interest at the rate of 17,25% (seventeen comma two five per cent) per annum from the date of sale to the date of registration of transfer] against registration of transfer, which amounts are to be secured by a bank or building society guarantee, to be approved by the Execution Creditor's attorneys, and to be furnished to the Sheriff within fourteen (14) days from the date of sale.

3. The full conditions of sale will be read out immediately prior to the sale and may be inspected at the offices of the Sheriff of the Magistrate's Court, Goodwood.

Dated at Cape Town this 8th day of June 1995.

Findlay & Tait Inc., Plaintiff's Attorneys, 30 Hout Street, Cape Town. (Ref. P. E. Whelan/hb/43735.)

Saak 256/94

IN DIE LANDDROSHOF VIR DIE DISTRIK RIVERSDAL GEHOU TE ALBERTINIA

In die saak tussen **Kleinsake-Ontwikkelingskorporasie Beperk,** Eiser, en **Phillipus Hendricks Kwalisa,** Eerste Verweerder, en **Anna Kwalisa,** Tweede Verweerder

Ingevolge 'n vonnis toegestaan in die Landdroshof te Riversdal en 'n lasbrief vir eksekusie gedateer 11 Januarie 1995, sal die volgende eiendom verkoop word deur die Balju van die Landdroshof, aan die hoogste bieër op 28 Julie 1995 om 11:00, te ondervermelde persele:

Erf 979, 'n gedeelte van Erf 975, geleë in die munisipaliteit Albertinia en afdeling Riversdal, groot 863 m^2, gehou kragtens Transportakte T50592/92 (ook bekend as Dagsê Stores, Vriesstraat, Albertinia).

Die volgende verbeteringe is op die eiendom aangebring, hoewel niks in hierdie opsig gewaarborg word nie:

Perseel bestaande uit 'n dubbelverdiepinggebou met besigheidsregte, met woonkwartiere op die boonste vlak en 'n besigheid op die grondvlak.

Voorwaardes van verkoping:

1. Die eiendom sal verkoop word sonder reserwe aan die hoogste bieër en sal onderworpe wees aan die terme en voorwaardes van die Landdroshofwet en reëls daaronder geproklameer en van die terme van die titelakte in sover dit van toepassing mag wees.

2. *Terme:* Die koopprys sal betaalbaar wees synde 10% (tien persent) daarvan op die dag van die verkoping aan die Balju en die balans tesame met rente daarop vanaf datum van verkoping tot datum van registrasie van transport teen 'n rentekoers van 17% (sewentien persent) per jaar, sal binne 30 dae aan die Balju betaal word of gedek word deur 'n goedgekeurde bank- of bougenootskapwaarborg.

3. *Voorwaardes:* Die volle voorwaardes van die verkoping lê vir insae by die kantore van Millers Ingelyf, Beaconhuis, Meadestraat 123, George, asook die Balju, Riversdal.

Gedateer te George op hierdie 31ste dag van Mei 1995.

Millers Ingelyf, Eiser se Prokureurs, Meadestraat 123, George. (Verw. FB/AB/K1487m/K465/OHV1.)

Case 1443/95

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

In the matter between **The Standard Bank of South Africa Limited,** Execution Creditor, and **Henry David Koekemoer,** First Execution Debtor, and **Ruby Rebecca Koekemoer,** Second Execution Debtor

In terms of a judgment granted by the Magistrate's Court for the District of Kuils River, dated 2 March 1995 and a warrant of execution issued, the undermentioned property will be sold voetstoots and without reserve in execution by public auction held on the premises, to the highest bidder on 28 July 1995 at 11:00:

Erf 5750, Eerste River, in the Local Area of Blue Downs, Division of Stellenbosch, in extent 299 (two hundred and ninety-nine) square metres.

Street address: 36 Cardington Circle, Eerste River.

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: Two bedrooms, kitchen, lounge, bathroom and toilet.

(3) The full and complete conditions of sale will be announced by the Sheriff of the Magistrate's Court or auctioneer immediately before the sale and will lie for inspection at the offices of the Sheriff 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 15th day of June 1995.

W. de Braal, for Buchanan Boyes, Attorneys for Execution Creditor, Second Floor, Standard Bank Building, Kruskal Avenue, Bellville.

Case 13233/94

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

In the matter between **ABSA Bank Limited,** trading as United Bank, *versus* **Lorinda Bossenger**

The following property will be sold in execution to the highest bidder at a public auction to be held at the site of the property, 23 Pascali Street, Rosendal, Bellville, 7530, on Tuesday, 25 July 1995 at 11:15:

Erf 31706, Bellville, in the Municipality of Bellville, in extent 1 186 (on thousand one hundred and eighty-six) square metres, held by Deed of Transfer T83930/93 and situated at 23 Pascali Street, Rosendal, Bellville, 7530.

Conditions of sale:

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

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

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

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

Dated at Cape Town on this 16th day of June 1995.

G. Visser, for Malan Laäs & Scholtz, Plaintiff's Attorney, 14th Floor, Trust Bank Centre, Adderley Street, Cape Town. [Tel. (021) 419-5880/1/2.] (Ref. GJV/SG Z10617.)

Case 8597/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF EAST LONDON HELD AT EAST LONDON

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Sinzindzo Charles Mdledle,** First Defendant, and **Mrs Pumeza Mdledle,** Second Defendant

In pursuance of a judgment of the above Honourable Court and a warrant of execution dated 16 August 1994, the following property will be sold on Wednesday, 19 July 1995 at 10:00, to the highest bidder subject to the provisions of the conditions of sale:

Remainder Erf 1092, East London, Municipality and Division of East London, in extent 1 603 (one thousand six hundred and three) square metres, held under Deed of Transfer T1026/1993, known as 3 Doreen Road, Haven Hills, East London.

The sale aforesaid will take place at the property itself being 3 Doreen Road, Haven Hills, 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, family room, study, dining-room, two bathrooms, kitchen, double garage, carport and swimming-pool.

Dated at East London on this 5th day of June 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/W22888.)

Saak 21123/94

IN DIE LANDDROSHOF VIR DIE DISTRIK PORT ELIZABETH GEHOU TE TODD CHAMBERS, TODDSTRAAT, PORT ELIZABETH

In die saak tussen **Kleinsake-Ontwikkelingskorporasie Beperk,** Eiser, en **Malungelo Mackson Kulana,** Eerste Verweerder, en **Simon Svengaye Kulana,** Tweede Verweerder

Ingevolge 'n vonnis van bogemelde Agbare Hof op 18 Augustus 1994, en 'n lasbrief van eksekusie daarkragtens uitgereik, sal die volgende eiendom in eksekusie verkoop word op 28 Julie 1995 om 10:00, voor die Hofgebou, Steynsburg:

Sekere Erf 168, Khayamnandi, Administratiewe distrik Steynsburg, groot 318 (drie honderd en agtien) vierkante meter, geleë te Pakastraat 168, Zola Woonbuurt, Steynsburg.

Verbeterings: Hoewel niks in hierdie verband gewaarborg word nie, is die eiendom verbeter met 'n groot baksteen gebou.

Vernaamste verkoopvoorwaardes:

1. Die eiendom sal voetstoots, sonder reserwe aan die hoogste bieder verkoop word, onderhewig aan die verkoopvoorwaardes, die bepalings van die Landdroshofwet en die reëls ingevolge daarvan en aan die titelakte in soverre hulle van toepassing is.

2. 10% (tien persent) van die koopprys is betaalbaar by ondertekening van die verkoopvoorwaardes en vir die balans, tesame met rente daarop teen 18,5% (agtien komma vyf persent) per jaar, moet die koper 'n bank of ander aanvaarbare waarborg wat betaalbaar is teen registrasie van oordrag, lewer binne 21 (een-en-twintig) dae.

Volledige verkoopvoorwaardes lê ter insae in die kantoor van die Balju.

Gedateer te Port Elizabeth op hierdie 6de dag van Junie 1995.

Wilke Weiss Van Rooyen & Preston, Cavendishgebou, Cuylerstraat 2, Port Elizabeth. [Tel. (041) 564220.] (Verw. PVR/pw/SB465.)

Saak 25696/94

IN DIE LANDDROSHOF VIR DIE DISTRIK PORT ELIZABETH GEHOU TE TODD CHAMBERS, TODDSTRAAT, PORT ELIZABETH

In die saak tussen **Kleinsake-Ontwikkelingskorporasie Beperk,** Eiser, en **Bedyile Maerman Adoons,** Verweerder

Ingevolge 'n vonnis van bogemelde Agbare Hof op 3 Oktober 1994, en 'n lasbrief van eksekusie daarkragtens uitgereik, sal die volgende eiendom in eksekusie verkoop word op 28 Julie 1995 om 10:00, voor die Landdroshof, Steynsburg:

Sekere Erf 165, Khayamnandi, Administratiewe distrik Steynsburg, groot 220 (twee honderd en twintig) vierkante meter, geleë te Yekostraat, Khayamnandi, Steynsburg.

Verbeterings: Hoewel niks in hierdie verband gewaarborg word nie, is die eiendom verbeter met 'n groot baksteen gebou.

Vernaamste verkoopvoorwaardes:

1. Die eiendom sal voetstoots, sonder reserwe aan die hoogste bieder verkoop word, onderhewig aan die verkoopvoorwaardes, die bepalings van die Landdroshofwet en die reëls ingevolge daarvan en aan die titelakte in soverre hulle van toepassing is.

2. 10% (tien persent) van die koopprys is betaalbaar by ondertekening van die verkoopvoorwaardes en vir die balans, tesame met rente daarop teen 12,5% (twaalf komma vyf persent) per jaar, moet die koper 'n bank of ander aanvaarbare waarborg wat betaalbaar is teen registrasie van oordrag, lewer binne 21 (een-en-twintig) dae.

Volledige verkoopvoorwaardes lê ter insae in die kantoor van die Balju.

Gedateer te Port Elizabeth op hierdie 6de dag van Junie 1995.

Wilke Weiss Van Rooyen & Preston, Cavendishgebou, Cuylerstraat 2, Port Elizabeth. [Tel. (041) 564220.] (Verw. PVR/pw/SB643.)

Case 83/93

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

In the matter between **Nedcor Bank Limited,** formerly Nedperm Bank Limited, Plaintiff, and **Michael Thurlow McLaren,** married in community of property to **Sheila Louise McLaren,** Defendant

In terms of a judgment given in the Magistrate's Court at Hermanus, on 11 February 1993, and under a warrant of execution issued thereafter, the following immovable property known as:

Erf 299, Fisherhaven, in the area of the Greater Hermanus Transitional Metropolitan Substructure of Hermanus, Division of Caledon, Western Cape Province, measuring 1 102 square metres, held by Deed of Transfer T35368/1989, also known as 299 Farm Road, Fisherhaven, will be sold in execution on 4 August 1995 at 12:00, at 299 Farm Road, Fisherhaven, in terms of the conditions of sale, which will be read out immediately before the sale is held and which may be inspected at the offices of the Sheriff of the Court, Hermanus, and the undersigned. The material terms of the sale are as follows:

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act, and the rules made thereunder.

2. The purchaser shall pay 10% (ten per cent) of the purchase price immediately after the sale and will provide a bank or building society guarantee acceptable to the Judgment Creditor's Attorneys providing for payment within fourteen days of the balance of the purchase price and interest.

3. The purchaser shall be liable for payment of all arrear rates and penalties and other charges (inclusive of collection commission) in respect of the immovable property as also payment of interest to the Execution Creditor and to the Bondholder.

4. Without guaranteeing anything, it is alleged that the property is improved in the following manner: Vacant Land.

Dated at Somerset West this 9th day of June 1995.

P. du Toit, for Morkel & De Villiers Inc., Plaintiff's Attorneys, Second Floor, Boland Bank Building, 139 Main Street, Somerset West; P.O. Box 112, Somerset West, 7129. [Tel. (024) 512928.]

Case 102/95

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

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Edward Thomas Roe,** Defendant

In terms of a judgment given in the Magistrate's Court at Bredasdorp, on 13 March 1995, and under a warrant of execution issued thereafter, the following immovable property known as:

Erf 870, Agulhas, in the Municipality of Bredasdorp, Division of Bredasdorp, Western Cape Province, measuring 592 square metres, held by Deed of Transfer T27026/93, also known as Erf 870, Jim van Druten Crescent, Agulhas, will be sold in execution on 28 July 1995 at 11:00, at Erf 870, Jim van Druten Crescent, Agulhas, in terms of the conditions of sale, which will be read out immediately before the sale is held and which may be inspected at the offices of the Sheriff of the Court, Bredasdorp, and the undersigned. The material terms of the sale are as follows:

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act, and the rules made thereunder.

2. The purchaser shall pay 10% (ten per cent) of the purchase price immediately after the sale and will provide a bank or building society guarantee acceptable to the Judgment Creditor's Attorneys providing for payment within fourteen days of the balance of the purchase price and interest.

3. The purchaser shall be liable for payment of all arrear rates and penalties and other charges (inclusive of collection commission) in respect of the immovable property as also payment of interest to the Execution Creditor and to the Bondholder.

4. Without guaranteeing anything, it is alleged that the property is improved in the following manner: No improvements, Vacant Land.

Dated at Somerset West this 9th day of June 1995.

P. du Toit, for Morkel & De Villiers Inc., Plaintiff's Attorneys, Second Floor, Boland Bank Building, 139 Main Street, Somerset West; P.O. Box 112, Somerset West, 7129. [Tel. (024) 512928.]

SALE IN EXECUTION

Nedcor Bank Limited, *versus* **B. Villett**

Wynberg Case 42300/92

The property: Erf 120022, Cape Town at Athlone, in the Municipality of Cape Town, Cape Division.

In extent: 303 square metres.

Situated at: 33 Daffodil Crescent, Silvertown, Athlone.

Improvements (not guaranteed): Single dwelling, brick walls, lounge, kitchen, two bedrooms, bathroom and toilet.

Date of sale: 25 July 1995 at 10:00.

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 cent) of the purchase price less the sum of R2 000 in cash or by bank cheque on the day of the sale, and the balance on transfer together with interest thereon calculated in the manner set out more fully in the conditions of sale and subject to the terms set out in the conditions of sale which will be read immediately prior to the sale and which are available for inspection at the offices of the Sheriff for the Magistrate's Court, Electric Road, Wynberg.

Pincus Matz Marquard Hugo-Hamman, Attorneys for Judgment Creditor, 135 Main Road, Claremont.

Case 915/95

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

Goodwood Transitional Council, *versus* **Hendrik M. van Zyl,** and **Maria E. van Zyl**

The following property will be sold in execution at the site of the property, 44 Kimberley Street, Goodwood, Cape, on Monday, 24 July 1995 at 11:00, to the highest bidder:

Erf 3002, Goodwood, in extend 495 square metres, held by Deed of Transfer T32506/1993, situated at 44 Kimberley Street, Goodwood.

1. The following improvements are reported (but not guaranteed): Dwelling, tile roof, brick walls, lounge, kitchen, three bedrooms, bathroom, separate toilet and garage.

2. *Current:* 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 18,50% (eighteen comma five nought 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.

A. J. Griesel, Town Treasurer, Goodwood Transitional Council, P.O. Box 100, Goodwood, 7460.

Case 14125/94

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

Goodwood Transitional Council *versus* **W. H.** and **V. Janneke**

The following property will be sold in execution at the site of the property, 5 Emily Hobhouse Street, Goodwood, Cape, on Monday, 24 July 1995 at 11:45, to the highest bidder:

Erf 8375, Goodwood, in extent 495 square metres, held by Deed of Transfer T62808/1992, situated at 5 Emily Hobhouse Street, Goodwood.

1. The following improvements are reported but not guaranteed: Dwelling: Tiled roof, brick walls, lounge, TV room, kitchen, three bedrooms, bathroom and garage.

2. *Current:* 10% (ten per centum) of the purchase price must be paid in cash or by bank-guarantee cheque at the time of the sale and the balance [plus interest at the current rate of 18,50% (eighteen comma five nul per centum) per annum calculated on the Judgment Creditor's claim from the date of sale to the date of transfer] against registration of transfer, which amounts are to be secured by approved bank guarantee to be delivered within 14 days of the sale.

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

4. *Conditions:* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

A. J. Griesel, Town Treasurer, Goodwood Transitional Council, P.O. Box 100, Goodwood, 7460.

Case 14552/94

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

Goodwood Transitional Council *versus* **C. J.** and **K. Kriga**

The following property will be sold in execution at the site of the property, 4 President Brand Street, Ruyterwacht, Cape, on Tuesday, 25 July 1995 at 11:00, to the highest bidder:

Erf 3178, Ruyterwacht, in extent 755 square metres, held by Deed of Transfer T27358/1991, situated at 4 President Brand Street, Ruyterwacht.

1. The following improvements are reported but not guaranteed: Dwelling: Zinc roof, brick walls, lounge, dining-room, TV room, kitchen, three bedrooms, bathroom and store-room.

2. *Current:* 10% (ten per centum) of the purchase price must be paid in cash or by bank-guarantee cheque at the time of the sale and the balance [plus interest at the current rate of 18,50% (eighteen comma five nul per centum) per annum calculated on the Judgment Creditor's claim from the date of sale to the date of transfer] against registration of transfer, which amounts are to be secured by approved bank guarantee to be delivered within 14 days of the sale.

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

4. *Conditions:* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

A. J. Griesel, Town Treasurer, Goodwood Transitional Council, P.O. Box 100, Goodwood, 7460.

Case 901/95

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

Goodwood Transitional Council *versus* **N. D. Kleynhans,**

The following property will be sold in execution at the site of the property, 62 Martin Adams Street, Ruyterwacht, Cape, on Tuesday, 25 July 1995 at 11:45, to the highest bidder:

Erf 3250, Ruyterwacht, in extent 468 square metres, held by Deed of Transfer T37883/1992, situated at 62 Martin Adams Street, Ruyterwacht.

1. The following improvements are reported but not guaranteed: Dwelling: Zinc roof, brick walls, lounge, dining-room, kitchen, three bedrooms, bathroom and garage.

2. *Current:* 10% (ten per centum) of the purchase price must be paid in cash or by bank-guarantee cheque at the time of the sale and the balance [plus interest at the current rate of 18,50% (eighteen comma five nul per centum) per annum calculated on the Judgment Creditor's claim from the date of sale to the date of transfer] against registration of transfer, which amounts are to be secured by approved bank guarantee to be delivered within 14 days of the sale.

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

4. *Conditions:* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

A. J. Griesel, Town Treasurer, Goodwood Transitional Council, P.O. Box 100, Goodwood, 7460.

Case 14481/94

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

Goodwood Transitional Council *versus* **C. M. A. Taylor**

The following property will be sold in execution at the site of the property, 17 Pringle Close, Ruyterwacht, Cape, on Tuesday, 25 July 1995 at 12:30, to the highest bidder:

Erf 3619, Ruyteracht, in extent 628 square metres, held by Deed of Transfer T19986/1987, situated at 17 Pringle Close, Ruyterwacht.

1. The following improvements are reported but not guaranteed: Dwelling: Zinc roof, brick walls, lounge, dining-room and TV room, kitchen, three bedrooms, bathroom and store-room.

2. *Current:* 10% (ten per centum) of the purchase price must be paid in cash or by bank-guarantee cheque at the time of the sale and the balance [plus interest at the current rate of 18,50% (eightheen comma five nul per centum) per annum calculated on the Judgment Creditor's claim from the date of sale to the date of transfer] against registration of transfer, which amounts are to be secured by approved bank guarantee to be delivered within 14 days of the sale.

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

4. *Conditions:* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

A. J. Griesel, Town Treasurer, Goodwood Transitional Council, P.O. Box 100, Goodwood, 7460.

Saak 2975/95

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Provinsiale Afdeling Kaap die Goeie Hoop)

In die saak tussen **ABSA Bank Beperk,** Eiser, en **Glenn Arthur Francois Braunswick,** Eerste Verweerder, en **Elza Tessa Braunswick,** Tweede Verweerder

Geliewe kennis te neem dat die onderstaande eiendom op 26 Julie 1995 om 11:00, by die eiendom te Hoogstraat 112, Mosselbaai, te koop aangebied word:

Restant Erf 2813, Mosselbaai, in die munisipaliteit en afdeling Mosselbaai, in die provinsie Wes-Kaap, groot 573 (vyf sewe drie) vierkante meter, gehou kragtens Akte van Transport T21941/1990.

Alhoewel daar geen waarborg gegee word nie, word die volgende inligting verskaf: Woonhuis, drie slaapkamers, kombuis, badkamer en aantrekkamer, sementvloere, sinkdak, geen motorhuis en onderste gedeelte het vier vertrekke sonder badgeriewe. See uitsig.

'n Deposito van 10% (tien persent) van die koopsom is in kontant by die veiling betaalbaar en die res teen registrasie van transport van die eiendom.

Die volledige veilingvoorwaardes lê ter insae by die Balju van die Hooggeregshof, Mosselbaai, en by Van der Spuy & Vennote, Boland Bankgebou, Laer Burgstraat 18, Kaapstad. Volledige aanwysigings van hoe om by die terrein waar die verkoping gehou word op die dag van die veiling te kom, is beskikbaar by die Balju, Tel. 0444-3143.

Gedateer te Kaapstad op hierdie 19de dag van Junie 1995.

Van der Spuy & Vennote, Prokureurs vir Eiser, Boland Bankgebou, Laer Burgstraat 18, Kaapstad. [Tel. (021) 419-3622.] [Fax (021) 418-1329.] (Verw. Ms P. Neethling/ms.)

Saak 1220/95

IN DIE LANDDROSHOF VIR DIE DISTRIK BELLVILLE GEHOU TE BELLVILLE

In die saak tussen **ABSA Bank Beperk,** Eksekusieskuldeiser, en **S. C. Kellerman,** Eksekusieskuldenaar

Ingevolge uitspraak van die Landdros van 9 Februarie 1995, en lasbrief vir eksekusie teen goed gedateer 27 Januarie 1994, sal die ondervermelde eiendom op 4 Augustus 1995 om 10:00, te Bellville, aan die hoogste bieder geregtelik verkoop word naamlik:

Sekere: Erf 17038, Parow, in die plaaslike gebied van Parow, in die afdeling Kaapstad, groot 465 (vierhonderd vyf-en-sestig) vierkante meter, gehou kragtens Transportakte 14823/1978, bestaande uit asbesdak, drie slaapkamers, badkamer, toilet, eetkamer, sitkamer en motorhuis.

Die voorwaardes van verkoop mag gedurende kantoorure by die kantoor van die Balju vir die Landdroshof te Bellville, nagesien word.

Gedateer te Kaapstad op 19 Junie 1995.

Jan S. de Villiers & Seun, Prokureurs vir Eiser, 16de Verdieping, BP-sentrum, Thibaultplein 1, Kaapstad. (Verw. RP/E15177.)

Case 3963/92

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

In the matter between **NBS Bank Limited,** Plaintiff, and **L. G. Rhode,** First Defendant, and **Mrs A. F. Rhode,** Second Defendant

In pursuance of the judgment of the Magistrate's Court, Stellenbosch, dated 22 February 1993, and a warrant of execution, the property listed hereunder will be sold in execution on 1 August 1995 at 10:00, at 16 Taaibois Street, The Ridge, Stellenbosch:

Erf 10512, Stellenbosch, in the Municipality and Administrative Division of Stellenbosch, measuring 495 (four hundred and ninety-five) square metres, held by Deed of Transfer T78752/91.

1. The property shall be sold to the highest bidder 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 Court, Sheriff with a bank or building society guarantee within 14 (fourteen) days of the date of sale.

3. The improvements to the property are as follows: Dwelling-house.

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, Stellenbosch.

Louw du Plessis, 76 Andries Pretorius Street, Somerset West. [Tel. (024) 852-1517.]

Case 7388/94

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

In the matter between **N.B.S. Bank Ltd** (formerly Natal Building Society Ltd), Plaintiff, and **Richard Barnard,** Defendant

Be pleased to take notice that pursuant to a judgment in the above Honourable Court, granted on 22 December 1994, the undermentioned property will be sold in execution at the premises on Tuesday, 1 August 1995 at 10:00:

Portion 19 (of Portion 9), of the farm Groenfontein, Annex 716, Division Paarl, held by Deed of Transfer T44010/94, measuring 5,676 (five comma five six seven six) hectares, comprising of smallholding with brick dwelling under slate roof, lounge, dining-room, four bedrooms, one and a half bathrooms, shower, two toilets, kitchen, double garage with toilet and kitchen facility, and large store with cold room and offices, and known as small holding being Portion 19 of original farm Groenfontein, Annex 716, Proclaimed Road, Klapmuts.

Conditions of sale:

1. The purchase price shall be paid as to 10% (ten per cent) thereof in cash on the signing of the conditions of sale on registration of transfer.

2. The conditions of sale which will be read out by the Auctioneer/Sheriff of the Court immediately prior to the sale, may be inspected in their offices or at the offices of Plaintiff's attorneys as reflected hereunder.

Dated at Parow this 13th day of June 1995.

M. Shevel, for Cohen Shevel & Fourie, Plaintiff's Attorneys, 154 Voortrekker Road, Parow.

Saak 622/94

IN DIE LANDDROSHOF VIR DIE DISTRIK VANRHYNSDORP GEHOU TE VANRHYNSDORP

ABSA Bank Beperk (Trust Bank Divisie), *versus* **Adriaanse Boerdery CC**

Die ondervermelde onroerende eiendom sal geregtelik per openbare veiling gehou Bird Field Plaas 306, aan die hoogste bieër verkoop word op Vrydag, 21 Julie 1995 om 10:00:

Gedeelte 13 (Brandvlei) van die plaas Bird Field 306, in die afdeling Vanrhynsdorp, groot 17,6445 hektaar.

Straatadres: Bird Field Plaas 306, bekend as Utopia, Vanrhynsdorp.

Veilingvoorwaardes:

1. Die volgende gegewens word verskaf, maar is nie gewaarborg nie:

Plaas bekend as Lemoenkloof.

2. Die volledige veilingvoorwaardes sal onmiddellik voor die veiling deur die Balju van die Landdroshof, Vanrhynsdorp, voorgelees word en lê ter insae in die kantoor van die Balju van die Landdroshof, Vanrhynsdorp.

3. Betaling sal soos volg geskied:

10% (tien persent) van die koopprys op die veilingsdag en die res met rente daarop teen die koers van 21,25% per annum van die veilingsdatum tot datum van registrasie van oordrag, teen oordrag van die eiendom in die naam van die koper, welke betaling deur 'n goedgekeurde bank- of bouverenigingwaarborg gesekureer moet word binne 14 (veertien) dae na die veilingsdatum.

Gedateer te Kaapstad op die 20ste dag van Junie 1995.

Buchanan Boyes, Prokureurs vir Vonnisskuldeiser, Derde Verdieping, St Georges Sentrum, Houtstraat 13, Kaapstad.

Case 3197/95

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

ABSA Bank Limited, trading as **Allied Bank,** *versus* **Brian Edwards**

The following property will be sold in execution by public auction held at Kuils River, Magistrate's Court, to the highest bidder on 24 July 1995 at 09:00:

Erf 503, Blue Downs, situated in the Local Area of Blue Downs, Division Stellenbosch, in extent 299 (two hundred and ninety-nine) square metres, held by Deed of Transfer T56828/92, situated at 46 Hockenheim Drive, Blue Downs.

Conditions of sale:

1. The full and complete conditions of sale will be read immediately before the sale and will lie for inspection at the offices of the Sheriff and at the offices of the auctioneer.

2. The following information is furnished but not guaranteed: A dwelling consisting of lounge, kitchen, three bedrooms and bathroom/toilet.

3. *Payment:* 10% (ten per centum) of the purchase price on the day of the sale and the balance together with interest at the current rate of 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 14 (fourteen) days of the date of sale.

Dated at Cape Town on this 20th day of June 1995.

Buchanan Boyes, Attorneys for Judgment Creditor, 13 Hout Street, Cape Town. (Tel. 23-9200.)

Case 1937/95

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELL'S PLEIN HELD AT MITCHELL'S PLAIN

In the matter between **ABSA Bank Limited,** trading as **United Bank,** Judgment Creditor, and **Colin Alan Deneker,** and **Bernadette Sandra Deneker,** Judgment Debtors

The following property will be sold in execution, voetstoots and without reserve, to the highest bidder, at the Magistrate's Court, Mitchell's Plain, on 3 August 1995 at 09:00:

Erf 40856, Mitchell's Plain, in the Cape Division, in extent 242 square metres, also known as 27 Marianna Crescent, Beacon Valley, Mitchell's Plain.

Conditions:

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

Brick dwelling under tiled roof with three bedrooms, kitchen, lounge and bathroom/toilet.

2. *Payment:* 10% (ten per cent) of the purchase price must be paid in cash or by Deposit-taking Institution guaranteed cheque at the time of the sale and the balance, together with interest thereon at the ruling bank rate calculated on the Judgement Creditor's claim from date of sale to date of transfer, against registration of transfer, which amounts are to be secured by approved guarantee of a Deposit-taking Institution to be delivered within 14 days of the sale.

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

4. *Conditions:* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Dated at Cape Town this 19th day of June 1995.

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

Case 13476/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Cape of Good Hope Provincial Division)

In the matter between **The Cape of Good Hope Bank Limited,** Plaintiff, and **Zunima Development (Pty) Limited,** First Defendant, and **Zunfin Investments (Pty) Limited,** Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Cape of Good Hope Provincial Division) in the above-mentioned suit, a sale without reserve will be held at Edrigor Building, 16–22 Station Road, Claremont, on Wednesday, 26 July 1995 at 11:00, of the undermentioned property of the First Defendant on the conditions which will lie for inspection at the offices of the Sheriff for the Supreme Court, Wynberg, at 110 Maynard House, Maynard Road, Wynberg:

Erf: Remainder Erf 54482, Cape Town, at Claremont, in the Transitional Metropolitan Substructure of Cape Town, Cape Division, Province of the Western Cape, measuring 331 (three hundred and thirty-one) square metres, held by Deed of Transfer T96064/93, also known as 20–22 Station Road, Claremont (hereinafter referred to as the property).

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

Single storey (with mezzanine) shops with shop frontage into Station Road, totalling 335 square metres. Plastered brick under corrugated asbestos roof.

Terms:

1. 10% (ten per centum) of the purchase price in cash or bank guaranteed cheque on the day of the sale, the balance payable against registration of transfer, to be secured by a bank or building society or other acceptable guarantee to be furnished within 14 (fourteen days from the date of the sale.

2. Auctioneers charges, payable on the day of the sale to be calculated as follows:

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

Dated at Cape Town this 19th day of June 1995.

Findlay & Tait Inc., Plaintiff's Attorneys, 30 Hout Street, Cape Town. (Ref. P E Whelan/hb/41922.)

Case 211/94

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

In the matter between **The Standard Bank of S A Limited,** Plaintiff, and **J. Dauncey,** Defendant

In pursuance of a judgment of the above Honourable Court and warrant of execution dated 20 July 1994, the following property will be sold at the Magistrate's Court, Stutterheim, on Thursday, 10 August 1995 at 10:00, to the highest bidder, subject to the provisions of the conditions of sale:

1. Erf 3367 (a portion of Erf 80), Stutterheim, Stutterheim Transitional Local Council, Division of Stutterheim, Province of the Eastern Cape, in extent 1,6084 hectares.

2. Erf 3368 (a portion of Erf 80), Stutterheim, Stutterheim Transitional Local Council, Division of Stutterheim, Province of the Eastern Cape, in extent 3,0480 hectares.

3. Erf 3369 (a portion of Erf 80), Stutterheim, Stutterheim Transitional Local Council, Division of Stutterheim, Province of the Eastern Cape, in extent 4,8384 hectares.

Conditions of sale:

1. Purchaser shall pay 10% (ten per cent) of the purchase price on the date of sale and the unpaid balance with interest is to be secured by a satisfactory banker's guarantee to be furnished to the Plaintiff's attorneys within 14 (fourteen) days of the date of sale.

2. The property shall be sold voetstoots and shall be subject to the terms and rules of the Magistrates Courts Act, as also to the provisions of the Title Deed/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: Vacant grazing land.

Dated at Stutterheim this 21st day of June 1995.

Wylde Brothers, Plaintiff's Attorneys, 19 Dragoon Street, Stutterheim. (Ref. E. J. Wylde.)

Case 32/94

IN THE SUPREME COURT OF SOUTH AFRICA

(South-Eastern Cape Division)

In the matter between **Standard Bank of South Africa Limited** Plaintiff, and **Patrick Gashe,** First Defendant, and **Khulukazi Rosebella Gashe,** Second Defendant

In pursuance of a judgment of the above Honourable Court, dated 9 February 1994, and an attachment in execution dated 9 March 1994, the following property will be sold in the foyer, AA Mutual Building, 15 Rink Street, Port Elizabeth, by public auction on Friday, 21 July 1995 at 15:00:

Erf 10339, Motherwell, situated in the area of the Town Council of Motherwell, Administrative District of Uitenhage, in extent 275 square metres, situated at 58 Qutsa Street, Motherwell NU4B, Port Elizabeth.

While nothing is guaranteed, it is understood that on the property is a detached brick dwelling, comprising lounge, kitchen, two bedrooms and bathroom.

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

The conditions of sale will be read prior to the sale and may be inspected at the office of the Sheriff, AA Mutual Building, 15 Rink Street, Port Elizabeth, or at Plaintiff's attorneys.

Further details can be obtained from the offices of Plaintiff at 1 Pickering Street, Newtown Park, Port Elizabeth, Telephone 391-2611.

Terms: 10% (ten per cent) deposit and Sheriff's charges of 5% (five per cent) on the proceeds of the sale which shall be paid by the purchaser up to a price of R20 000 and thereafter 3% (three per cent) up to a maximum fee of R6 000, subject to a minimum of R200, on the date of the sale, the balance against transfer to be secured by a bank or building society guarantee, to be approved by the Plaintiff's attorneys, to be furnished to the Sheriff within 21 (twenty-one) days from the date of sale.

Dated at Port Elizabeth this 19th day of June 1995.

A. Beyleveld, for Loon & Connellan Inc., Plaintiff's Attorneys, 4 Cape Road, Port Elizabeth. (Ref. AB/lc/136.)

Case 1536/94

IN THE SUPREME COURT OF SOUTH AFRICA

(South-Eastern Cape Local Division)

Nedcor Bank Limited *versus* **Anthony Vidalis**

In pursuance of a judgment dated 20 February 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, 21 July 1995 at 15:00:

(a) Section 13 (Thirteen), as shown and more fully described on Sectional Plan SS112/93, in the scheme known as The Village, in respect of the land and building or buildings situated at Westering, Municipality of Port Elizabeth, of which section the floor area, according to the sectional plan, is 146 (one hundred and forty-six) square metres in extent; and

(b) an undivided share in the common property, situated at Flat 11, The Village, Westering, Port Elizabeth.

While nothing is guaranteed, it is understood that on the property is a double storey semi-detached brick dwelling under a tiled roof, consisting of three bedrooms, two bathrooms, lounge, dining-room, kitchen and garage.

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 on this 19th day of June 1995.

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

Case 13264/95

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

Nedcor Bank Limited *versus* **Marius Wentzel Vermaak**

In pursuance of a judgment dated 15 May 1995, and an attachment on 13 June 1995, the following immovable property will be sold at 49 Warwick Crescent, Sherwood, Port Elizabeth, by public auction on Thursday, 20 July 1995 at 11:00:

Erf 2360, Hunters Retreat, in the Municipality and Division of Port Elizabeth, in extent 900 (nine hundred) square metres, situated at 49 Warwick Crescent, Sherwood, 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, 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 South, 36 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 [2½% (two and a half per cent) on the first R20 000 and thereafter 1½% (one and a half per cent) with a minimum of R200 and a maximum of R3 000], auctioneer's charges 4½% (four and a half per cent) plus VAT, in both cases are also payable on date of sale.

Dated on this 20th day of June 1995.

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

Case 16/95

IN THE SUPREME COURT OF SOUTH AFRICA

(South-Eastern Cape Local Division)

Nedcor Bank Limited, Plaintiff, *versus* **Johannes Matthys Lourens Kritzinger,** Defendant

In pursuance of a judgment dated 3 February 1995 and an attachment, the right of leasehold to 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, 21 July 1995 at 15:00:

Erf 808, Summerstrand, in the Municipality and Division of Port Elizabeth, in extent 1 342 (one thousand three hundred and forty-two) square metres, situated at 2 Kuruman Kloof, Summerstrand, Port Elizabeth.

While nothing is guaranteed, it is understood that on the property is a double storey, detached, brick dwelling under a tiled roof consisting of five bedrooms, lounge, dining-room, family room, kitchen, three bathrooms, three garages and swimming-pool.

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 centum) on date of sale, the balance including V.A.T. if applicable, against transfer to be secured by a guarantee approved by Plaintiff's attorneys to be furnished within 21 days of sale. Sheriff's charges 5% (five per centum) on the first R20 000 and thereafter 3% (three per centum) to a maximum of R6 000 with a minimum of R200 plus V.A.T. are also payable on date of sale.

Dated at Port Elizabeth on this 19th day of June 1995.

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

Case 912/95

IN THE SUPREME COURT OF SOUTH AFRICA

(South-Eastern Cape Local Division)

Nedcor Bank Limited, Plaintiff, *versus* **Gert Albert Karolus,** First Defendant, and **Lena Karolus,** Defendant

In pursuance of a judgment dated 16 May 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, 21 July 1995 at 15:00:

Erf 7054, Bethelsdorp, in the Municipality and Administrative, District of Port Elizabeth, in extent 332 (three hundred and thirty-two) square metres, situated at 17 St Thomas Street, Bethelsdorp, 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, 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 centum) on date of sale, the balance including V.A.T. if applicable, against transfer to be secured by a guarantee approved by Plaintiff's attorneys to be furnished within 21 days of sale. Sheriff's charges 5% (five per centum) on the first R20 000 and thereafter 3% (three per centum) to a maximum of R6 000 with a minimum of R200 plus V.A.T. are also payable on date of sale.

Dated at Port Elizabeth on this 21st day of July 1995.

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

Case 1534/94

IN THE SUPREME COURT OF SOUTH AFRICA

(South-Eastern Cape Local Division)

Nedcor Bank Limited, Plaintiff, *versus* **Sophia Vidalis,** First Defendant, and **Anthony Vidalis,** Second Defendant

In pursuance of a judgment dated 20 February 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, 21 July 1995 at 15:00:

Erf 676, Framesby, in the Municipality and Division of Port Elizabeth, in extent 1 140 (one thousand one hundred and forty) square metres, situated at 21 Norland Crescent, Framsby, Port Elizabeth.

While nothing is guaranteed, it is understood that on the property is a detached, brick dwelling under a tiled roof consisting of four bedrooms, two bathrooms, lounge, dining-room, family room, study, kitchen, two garages and swimming-pool.

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 centum) on date of sale, the balance including V.A.T. if applicable, against transfer to be secured by a guarantee approved by Plaintiff's attorneys to be furnished within 21 days of sale. Sheriff's charges 5% (five per centum) on the first R20 000 and thereafter 3% (three per centum) to a maximum of R6 000 with a minimum of R200 plus V.A.T. are also payable on date of sale.

Dated at Port Elizabeth on this 19th day of June 1995.

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

Case 1349/94

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

In the matter between **Cape of Good Hope Bank Ltd,** Judgment Creditor, and **One on Top Investments (Pty) Ltd,** Judgment Debtor

In the execution of the judgment of the Magistrate's Court, Cape Town, in the above matter, a sale will be held on Tuesday, 25 July 1995 at 11:00, and at the property of the following immovable property:

1. (a) (i) Section 31 as shown and more fully described on Sectional Plan SS203/90 (101/1989), in the scheme known as One Main Road in respect of the land and building or buildings, situated at Somerset West, in the Municipality of Somerset West of which the floor area, according to the said sectional plan is 230 square metres in extent; and

(ii) an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan.

Held under Certificate of Registered Sectional Title ST203/90 (31) (Unit).

(b) (i) Section 32 as shown and more fully described on Sectional Plan SS203/90 (101/1989), in the scheme known as One Main Road, in respect of the land and building or buildings situated at Somerset West, in the Municipality of Somerset West of which the floor area, according to the said sectional plan is 22 square metres in extent; and

(ii) an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan.

Held under Certificate of Registered Sectional Title ST203/90 (32) (Unit).

(b) (i) Section 33 as shown and more fully described on Sectional Plan SS203/90 (101/1989), in the scheme known as One Main Road, in respect of the land and building or buildings situated at Somerset West, in the Municipality of Somerset West of which the floor area, according to the said sectional plan is 11 square metres in extent; and

(ii) an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan.

Held under Certificate of Registered Sectional Title ST203/90 (33) (Unit).

Situated at 17 Cottage Garden, 1 Main Road (corner of Main Road and Somerset Street), Somerset West, Cape.

1. The sale is subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, the property being sold voetstoots and as it stands and subject to the conditions of the existing title deeds. The highest bidder shall be the purchaser, subject to the provisions of section 66 of the above Act and the conditions of sale. The price bid shall be exclusive of Value-Added Tax and the purchaser shall pay Value-Added Tax on the purchase price as provided for in the conditions of sale, subject to the provisions thereof.

2. One tenth (1/10) of the purchase price shall be paid in cash or by means of a bank-marked cheque and immediately after the property is declared to be sold and the balance of the purchase price together with interest as detailed in the conditions of sale to be paid against registration of transfer, and received within fourteen (14) days after the date of sale by a bank or building society guarantee.

3. The following improvements to the property are reported, but nothing is guaranteed:

A thatched roof house with the ground floor consisting of lounge, toilet with wash hand basin, a kitchen with fitted cupboards, pantry and laundry. The top floor has two bedrooms, sewing room, toilet with wash hand basin and separate bathroom. A garage and a maids quarters.

And subject to the full conditions of sale which will be read out at the time of the sale and which may be inspected at the offices of the Sheriff of the Court at Somerset West and at the offices of the undermentioned auctioneers: Michael James Organisation, 63 Victoria Street, Somerset West.

Herold Gie & Broadhead Inc., Attorneys for Judgment Creditor, Permanent Buildings, 8 Darling Street, Cape Town. (Ref. ACB/141851.)

Saak 420/95

IN DIE LANDDROSHOF VIR DIE DISTRIK GOODWOOD GEHOU TE GOODWOOD

In die saak tussen **NBS Bank Beperk,** Eiser, en **T. M. C. Reed,** Verweerder

Ingevolge 'n vonnis van die Landdroshof te Goodwood, gedateer 16 Februarie 1995, en 'n lasbrief tot beslaglegging van onroerende eiendom word die eiendom hieronder beskryf, by die perseel te Luxor Singel 11, Kuilsrivier, per publieke veiling te koop aangebied op 3 Augustus 1995 om 10:00:

Erf 9310, Kuilsrivier, ook bekend as Luxor Singel 11, Kuilsrivier, afdeling Stellenbosch, groot 922 (negehonderd twee-en-twintig) vierkante meter, gehou kragtens Transportakte T79449/92.

Voorwaardes:

1. Die eiendom sal deur die afslaer en/of Balju Landdroshof van Kuilsrivier verkoop word aan die hoogste bieder, onderhewig aan die hiernavermelde voorwaardes.

2. Indien die afslaer 'n fout by die verkoping maak, is so 'n fout nie op enige van die partye bindend nie, maar kan dit reggestel word. By die weiering van 'n bod, kan die eiendom onmiddellik vir verkoping aangebied word.

3. (a) Die koper moet 'n deposito van 10% (tien persent) van die koopprys kontant op die dag van die verkoping betaal, die balans betaalbaar teen transport en verseker te word deur 'n waarborg van 'n bank of bouvereniging wat deur die Eiser se prokureurs goedgekeur is, die waarborg aan die Balju en/of afslaer binne 7 (sewe) dae na die datum van verkoping verstrek word.

3. (b) Indien die Transport van die eiendom nie binne een maand na die verkoping geregistreer is nie, sal die koper aanspreeklik wees vir betaling van rente teen 18,25% (agttien komma twee vyf persent) per jaar op die balans van die koopprys, vanaf die verloop van een maand na die verkoping tot datum van transport.

4. Die koper moet afslaersgelde op die dag van die verkoping betaal, asook hereregte, transportkoste en agterstallige belasings en ander uitgawes wat nodig is om transport te laat geskied op versoek van die prokureur van die Vonnisskuldeiser asook Belasting op Toegevoegde Waarde (BTW).

En verder onderworpe aan die veilingsvoorwaardes wat uitgelees sal word ten tye van die veiling, en wat ter insae sal lê by die kantoor van die Balju Landdroshof, Kuilsrivier, en by die kantoor van die ondergemelde Bill Tolken Hendrikse en Vennote, Prokureurs van Eiser, Sarel Cilliersstraat 1, Bellville.

Datum: 19 Junie 1995.

Bill Tolken Hendrikse & Vennote, Posbus 687, Sanlamhof, 7532. (Verw. mev. Swart/ERN327.)

Saak 2020/95

IN DIE LANDDROSHOF VIR DIE DISTRIK STRAND GEHOU TE STRAND

In die saak tussen **Saambou Bank Beperk,** Eksekusieskuldeiser, en **Hoda Noord,** Eksekusieskuldenaar

In die gemelde saak sal 'n veiling gehou word op 26 Julie 1995 om 11:00, op die plek te Filiciasingel 8, Gordonsbaai:

Erf 4731, gedeelte van Erf 4724, Gordonsbaai, geleë in die gebied van die Metropolitaanse Oorgangsubstruktuur Gordonsbaai, afdeling Stellenbosch, provinsie Wes-Kaap, groot 309 (driehonderd-en-nege) vierkante meter, gehou kragtens Transportakte T14852/94.

Verkoopvoorwaardes:

1. Die veiling is onderworpe aan die bepalings en voorwaardes van die Wet op Landdroshof, Wet No. 32 van 1944, en die eiendom word voetstoots verkoop onderworpe aan die voorwaardes van die bestaande titelbewys.

2. Een-tiende ($\frac{1}{10}$) van die koopprys word onmiddellik betaal nadat die eiendom as verkoop verklaar is en die res van die koopprys met rente daarop teen 'n koers van 16,50% (sestien, komma vyf nul persent) per jaar, betaal te word teen registrasie van oordrag wat onverwyld na die veiling gegee en geneem sal word.

Die volgende verbeteringe is op die eiendom aangebring (hoewel niks in hierdie opsig gewaarborg word nie): *Hoofgebou:* Baksteengebou met asbesdak bestaande uit sitkamer, eetkamer, gesinskamer, drie slaapkamers, twee badkamers en stort, kombuis en opwasplek. *Buitegeboue:* Enkelmotorhuis en betonblokomheining.

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, Strand, en in die kantoor van die ondergetekende.

Gedateer te Kuilsrivier op hierdie 21ste dag van Junie 1995.

A. J. Marais, vir Marais Müller, Prokureur vir Vonnisskuldeiser, Van Riebeeckweg 66, Kuilsrivier. (Verw. 9035191.)

Case 6034/94

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

In the matter between **N. Domburg,** Plaintiff, and **H. Lategan,** trading as Express Flowers, Defendant

In pursuance of a judgment of the above Honourable Court, and a writ of execution dated 9 May 1995, the following property will be sold on Friday, 11 August 1995 at 10:45, at the premises attached in execution in the above matter namely 74 Muller Street, Kraaifontein, to the highest bidder:

Erf 1675, Kraaifontein, situated in the Transitional Metropolitan Substructure of Kraaifontein, Cape Division in the Province of the Western Cape, measuring 496 (four hundred and ninety-six) square metres, held under Deed of Transfer T2076/1973.

Conditions of sale:

1. The purchaser shall pay a deposit of 10% (ten per centum) of the purchase price in cash on the day of sale, the balance against transfer to be secured by a bank or building society guarantee, to be approved by the Plaintiff's attorneys, to be furnished to the Sheriff within 14 (fourteen) days after the date of 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 Paarl this the 15th day of June 1995.

J. Oosthuizen, for Minitzers, 43 Lady Grey Street, Paarl, 7646.

Case 3317/95

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 **Ralph George Adriaanse,** First Judgment Debtor, and **Elizabeth Adriaanse,** Second Judgment Debtor

In pursuance of a judgment granted on 21 April 1995, in the Kuils River Magistrate's Court, the following property will be sold to the highest bidder on 24 July 1995 at 09:00, at Kuils River Courthouse:

Description: Erf 4040, Kleinvlei, in the Local Area of Melton Rose, Stellenbosch Division, in extent 282 (two hundred and eighty-two) square metres.

Postal address: 33 Sering Street, Melton Rose, Kleinvlei.

Improvements (not guaranteed): *Dwelling:* Three bedrooms, kitchen, lounge, bathroom and toilet, held by Deed of Transfer No. 21818/88.

1. The full and complete conditions of sale will be read immediately before the sale and will lie for inspection at the offices of the Sheriff and at the offices of the auctioneer.

2. *Payment:* 10% (ten per centum) of the purchase price on the day of the sale and the balance together with interest calculated on Plaintiff's claim at the rate of 17,25% (seventeen 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 on this the 15th day of June 1995.

Van Niekerk H. C., for Van Niekerk Groenewoud & Van Zyl, Plaintiff's Attorneys, 101 Parow Chambers, 121 Voortrekker Road, Parow, 7500; P.O. Box 713, Parow, 7500. [Tel. (021) 92-6017.] (Ref. Z63019/HVN/Mrs Wolmarans.)

Case 297/95

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF GORDONIA HELD AT UPINGTON

In the matter between **Eskom Finance Company (Pty) Limited,** Judgment Creditor, and **Joseph Paulus Samahonga,** First Judgment Debtor, and **Diana Samahonga,** Second Judgment Debtor

In pursuance of a judgment granted on 14 March 1995, in the Upington Magistrate's Court, the following property will be sold to the highest bidder on 11 August 1995 at 10:00, at Upington Courthouse:

Description: Erf 10253, Paballelo, in the Administrative District of Gordonia, in extent 697 (six hundred and ninety-seven) square metres. *Postal address:* 453 Pelane Street, Paballelo.

Improvements (not guaranteed): *Dwelling:* Lounge, three bedrooms, bathroom/toilet and kitchen, held by Deed of Transfer No. 899/92.

1. The full and complete conditions of sale will be read immediately before the sale and will lie for inspection at the offices of the Sheriff and at the offices of the auctioneer.

2. *Payment:* 10% (ten per centum) of the purchase price on the day of the sale and the balance together with interest calculated on Plaintiff's claim at the rate of 16,25% (sixteen comma two five per centum) from the date of sale to date of registration of transfer against transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within 14 (fourteen) days of the date of sale.

Dated at Parow this the 15th day of June 1995.

Van Niekerk H. C., for Van Niekerk Groenewoud & Van Zyl, Plaintiff's Attorneys, 101 Parow Chambers, 121 Voortrekker Road, Parow, 7500; P.O. Box 713, Parow, 7500. [Tel. (021) 92-6017.] (Ref. W62262/HVN/Mrs Wolmarans.)

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

In the matter between **Eskom Finance Company (Pty) Limited,** Judgment Creditor, and **Samuel Witbooi,** First Judgment Debtor, and **Julina Martha Witbooi,** Second Judgment Debtor

In pursuance of a judgment granted on 15 March 1995, in the Riversdal Magistrate's Court, the following property will be sold to the highest bidder on 4 August 1995 at 10:00, at Riversdal Courthouse:

Description: Erf 5290, Riversdal, in the Municipality and Division of Riversdale, in extent 337 (three hundred and thirty-seven) square metres. *Postal address:* 79 Kerk Street, Riversdale.

Improvements (not guaranteed): *Dwelling:* Lounge, dining-room, kitchen, three bedrooms and bathroom/toilet, held by Deed of Transfer No. 10889/92.

1. The full and complete conditions of sale will be read immediately before the sale and will lie for inspection at the offices of the Sheriff and at the offices of the auctioneer.

2. *Payment:* 10% (ten per centum) of the purchase price on the day of the sale and the balance together with interest calculated on Plaintiff's claim at the rate of 15,25% (fifteen comma two five per centum) from the date of sale to date of registration of transfer against transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within 14 (fourteen) days of the date of sale.

Dated at Parow this the 15th day of June 1995.

Van Niekerk H. C., for Van Niekerk Groenewoud & Van Zyl, Plaintiff's Attorneys, 101 Parow Chambers, 121 Voortrekker Road, Parow, 7500; P.O. Box 713, Parow, 7500. [Tel. (021) 92-6017.] (Ref. W57959/HVN/Mrs Wolmarans.)

Case 7928/94

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

In the matter between **The Standard Bank of South Africa,** Execution Creditor, and **C. J. van Jaarsveld,** First Execution Debtor, and **E. E. van Jaarsveld,** Second Execution Debtor

In execution of a judgment of the Magistrate's Court for the District of Uitenhage dated 19 May 1995, and in pursuance of an attachment in execution dated 26 May 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, 20 July 1995 at 11:00, of the following immovable property situated at 29 Hans Strydom Street, Despatch:

Zoned Residential, being Erf 2400, Despatch, in the area of Despatch Transitional Council, Division of Uitenhage, Eastern Cape Province, in extent 833 (eight hundred and thirty-three) square metres, held by Carel Jakobus van Jaarsveld and Elena Elizabeth van Jaarsveld, under Deed of Transfer T54492/89, 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 entrance hall, lounge, family room, kitchen, laundry, four bedrooms, one and a half bathroom, double garage and swimming-pool.

The conditions of sale will be read immediately prior to the sale, and are lying for inspection at the office of the Sheriff for the Magistrate's Court, Uitenhage.

Terms: 10% (ten per centum) of the purchase price and 5% (five per centum) Sheriff's (auctioneer's) charges up to R20 000 (twenty thousand rand) and thereafter 3% (three per centum) to a maximum of R6 000 (six thousand rand) with a minimum 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 21 (twenty-one) days from date of the sale.

Dated at Uitenhage this 19th day of June 1995.

J. S. Levy & Levy, Attorneys for Execution Creditor, 301 S A Permanent Centre, Caledon Street, Uitenhage.

Case 241/95

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

In the matter between **ABSA Bank Limited,** Plaintiff, and **Cornelius Johannes Nel,** Defendant

Kindly take notice that pursuant to a judgment of the above Honourable Court granted on 26 May 1995, and subsequent warrant of execution the following property will be sold in execution on Friday, 21 July 1995 at 10:00, at the offices of the Magistrate, Pascoe Crescent, Port Alfred, namely:

Erf 109, Seafield, Bathurst Division, within the Municipality of Port Alfred, in extent 923 (nine hundred and twenty-three) square metres, under Deed of Transfer T61209/1991, also known as and situated at 4 Nature's Way, Kleinemond, Bathurst Division.

And take further notice that the conditions of sale will lie for inspection at the offices of the Magistrate's Court, Port Alfred, and contain *inter alia* the following provisions:

1. 10% (ten per centum) of the purchase price on date of sale.

2. Balance of purchase price plus interest to be guaranteed within 14 (fourteen) days of date of sale.

3. Possession subject to any lease agreement.

4. Reserve price to be read out at sale.

Dated at Port Alfred on the 13th day of June 1995.

Neave, Stotter & Associates, 15 Main Street, Port Alfred, 6170; P.O. Box 76, Port Alfred, 6170. (Tel. 0464-41163.) (Ref. Mrs D. Tarr/YK0001.)

Saak 5844/95

IN DIE LANDDROSHOF VIR DIE DISTRIK BELLVILLE GEHOU TE BELLVILLE

In die saak tussen **NBS Bank Beperk,** Eiser, en **J. H.,** en **K. Y. Kotze,** Verweerders

Eiendom geleë te: Pearlhof 3, Parowstraat, Parow.

Ingevolge 'n vonnis van die Landdroshof, Bellville, gedateer 27 Maart 1995 en 'n lasbrief tot beslaglegging van onroerende eiendom word die eiendom hieronder beskryf, by die perseel Pearlhof 3, Parowstraat, Parow, per publieke veiling te koop aangebied op 27 Julie 1995 om 09:15:

Eenheid 2 van Skema SS200/87, Pearlhof, Parow, ook bekend as Pearlhof 3, Parowstraat, Parow, afdeling Kaap, groot 75 vierkante meter, gehou kragtens Transportakte ST11263/94.

Voorwaardes:

1. Die eiendom sal deur die afslaer en/of Balju, Landdroshof, Bellville, verkoop word aan die hoogste bieder, onderhewig aan die hiernavermelde voorwaardes.

2. Indien die afslaer 'n fout by die verkoping maak, is so 'n fout nie op enige van die partye bindend nie, maar kan dit reggestel word. By die weiering van 'n bod, kan die eiendom onmiddellik vir verkoping aangebied word.

3. (a) Die koper moet 'n deposito van tien persent (10%) van die koopprys kontant op die dag van die verkoping betaal, die balans betaalbaar teen transport en verseker te word deur 'n waarborg van 'n bank of bouvereniging wat deur die Eiser se prokureurs goedgekeur is, die waarborg aan die Balju en/of afslaer binne sewe (7) dae na die datum van verkoping verstrek word.

3. (b) Indien die transport van die eiendom nie binne een maand na die verkoping geregistreer is nie, sal die koper aanspreeklik wees vir betaling van rente teen 165,25% (een ses vyf komma twee vyf persent) per jaar op die balans van die koopprys, vanaf die verloop van een maand na die verkoping tot datum van transport.

4. Die koper moet afslaersgelde op die dag van die verkoping betaal, asook hereregte, transportkoste en agterstallige belastings en ander uitgawes wat nodig is om transport te laat geskied op versoek van die prokureur van die Vonnisskuldeiser asook Belasting op Toegevoegde Waarde (BTW).

En verder onderworpe aan die veilingsvoorwaardes wat uitgelees sal word ten tye van die veiling, en wat ter insae sal lê by die kantoor van die Balju Landdroshof, Bellville, en by die kantoor van die ondergemelde Bill Tolken Hendrikse & Vennote, Prokureurs van Eiser, Sarel Cilliersstraat 1, Bellville.

Datum: 14 Junie 1995.

Bill Tolken Hendrikse & Vennote, Posbus 687, Sanlamhof, 7532. (Verw. mev. Swart/EKN457.)

Saak 7804/94

IN DIE LANDDROSHOF VIR DIE DISTRIK KIMBERLEY GEHOU TE KIMBERLEY

In die saak tussen **ABSA Bank Beperk,** handeldrywende as Trustbank, Eiser, en **J. P. C. Everitt,** Verweerder

Kragtens 'n uitspraak van die Hof van die Landdros, Kimberley, op 20 Maart 1996 en lasbrief vir eksekusie sal die volgende eiendom in eksekusie verkoop word op Woensdag, 26 Julie 1995 om 10:00, voor die Landdroskantoor te Jacobsdal deur die Balju, Jacobsdal, aan die persoon wat die hoogste aanbod maak, naamlik:

Sekere Plot 38, Gedeelte van Plot 1, Rietrivier Nedersetting-Wes, geleë in die administratiewe distrik Herbert, groot 9,4229 hektaar, gehou kragtens Transportakte T2015/91 gedateer 25 September 1991 onderworpe aan Verbandakte B1991/91 ten gunste van Trustbank.

Die verkoopvoorwaardes lê ter insae by die Eiser se prokureur en by die Balju, Jacobsdal.

Geteken te Kimberley hierdie 15de dag van Junie 1995.

Van de Wall & Vennote, Eiser se Prokureurs, Southeystraat, Kimberley.

Case 5295/95

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

In the matter between **ABSA Bank Limited,** trading as Trust Bank *versus* **Julia Gerdiana Fowler**

The following property will be sold in execution by public auction held at 117 Oldham Road, Parow, to the highest bidder on 27 July 1995 at 10:00:

Erf 4984, Parow, in the Municipality of Parow, Division Cape, in extent 596 (five hundred and ninety-six) square metres, held by Deed of Transfer T18269/85, situated at 117 Oldham Road, Parow.

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 three bedrooms, bathroom/toilet, hall, lounge and kitchen.

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 12th day of June 1995.

Buchanan Boyes, Attorneys for Judgment Creditor, 13 Hout Street, Cape Town. (Tel. 23-9200.)

Saak 23186/94

IN DIE LANDDROSHOF VIR DIE DISTRIK MITCHELLS PLAIN GEHOU TE MITCHELLS PLAIN

In die saak tussen **Boland Bank Beperk,** Eiser, en **Gavin Charles Patrick George,** Eerste Verweerder, en **Laureen Ruth George,** Tweede Verweerderes

Ter uitvoering van 'n vonnis van die bogemelde Agbare Hof gedateer 5 April 1995 sal die hiernabeskrewe vaste eiendom in eksekusie verkoop word op Dinsdag, 8 Augustus 1995 om 10:00, op die perseel te Beagle Way 17, Strandfontein Village, aan die hoogste bieder, onderhewig aan die volgende voorwaardes en sodanige verdere voorwaardes as wat deur die afslaer/Balju by die veiling uitgelees sal word.

Erf 39831, Mitchells Plain, in die gebied van die Metropolitaanse Oorgangsubstruktuur van Mitchells Plain, afdeling Kaap, provinsie Wes-Kaap, groot 308 vierkante meter, gehou kragtens Transportakte T17073/1988.

Die volgende inligting word verstrek, maar niks word gewaarborg nie:

Die eiendom is verbeter en bestaan uit 'n woonhuis met drie slaapkamers, toilet/badkamer, kombuis, sit-/eetkamer en motorhuis.

Die eiendom kan geïnspekteer word in oorleg met die afslaer, C. J. Veldtman, Saambougebou, Voortrekkerweg 219, Parow. (Tel. 92-0040) en/of Die Balju, Benjamin Jeremiah Koen, Mulberry Mall 6, Strandfontein. (Tel. 33-3171.)

Betaalvoorwaardes: Tien persent (10%) van die koopprys van die eiendom moet onmiddellik na die veiling tesame met die afslaers- en/of Baljukommissie betaal word. Die balans-koopprys is betaalbaar teen oordrag en moet verseker word deur 'n waarborg goedgekeur deur die Eiser se prokureur en wat aan hom binne veertien (14) dae na die verkoping verskaf moet word.

Verkoopvoorwaardes: Die volledige verkoopvoorwaardes lê ter insae by die afslaer, C.J. Veldtman, Saambougebou, Voortrekkerweg 219, Parow. (Tel. 92-0040) en/of Die Balju, Benjamin Jeremiah Koen, Mulberry Mall 6, Strandfontein (Tel. 33-3171.) (Ref. JF/LA/B3179.)

Datum: 12 Junie 1995.

Fourie Basson & Veldtman, Saambou-gebou, Voortrekkerweg 219, Parow.

Case 3476/95

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

In the matter between **Saambou Bank Limited** (formerly Saambou-National Building Society), Execution Creditor, and **W. C. Bester,** Execution Debtor

In execution of a judgment of the Magistrate's Court for the District of Uitenhage, dated 6 June 1995 and in pursuance of an attachment in execution dated 8 June 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, 20 July 1995 at 11:00, of the following immovable property situated at 62 Gavin Drive, Uitenhage:

Zoned: Residential, being Erf 11914, Uitenhage, in the Area of Uitenhage Transitional Local Council, Division of Uitenhage, in The Province of Eastern Cape in extent 683 square metres, held by Wynand Conraad Bester, under Deed of Transfer T36138/93, and subject to the conditions referred to therein.

The following improvements are situated on the property although nothing in this respect is guaranteed: Single storey detached conventional dwelling under concrete tiles with lounge, two bedrooms, kitchen and bathroom.

The conditions of sale will be read immediately prior to the sale, and are lying for inspection at the office of the Sheriff for the Magistrate's Court, Uitenhage.

Terms: 10% (ten per centum) of the purchase price and 5% (five per centum) sheriff's (auctioneer's) charges up to R20 000 and thereafter 3% (three per centum) to a maximum of R6 000 with a minimum of R200 in cash at the time of the sale; the balance against transfer to be secured by a bank or building society or other acceptable guarantee, to be furnished to the Sheriff of the Court within twenty-one (21) days from the date of the sale.

Dated at Uitenhage this 15th day of June 1995.

J. S. Levy & Levy, Attorneys for Execution Creditor, 301 SA Permanent Centre, Caledon Street, Uitenhage.

Case 2995/95

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

In the matter between **N.B.S. Bank Ltd,** Plaintiff, and **Benson Malius Pedro,** First Defendant, and **Patricia Pedro,** Second Defendant

Be pleased to take notice that pursuant to a judgment in the above Honourable Court, granted on 13 April 1995, the undermentioned property will be sold in execution at the premises on Wednesday, 19 July 1995 at 09:15:

Erf 8780, Kuilsriver, in the Municipality of Kuilsriver, Division of Stellenbosch, measuring 478 (four hundred and seventy-eight) square metres, held by Deed of Transfer T73080/89, and comprising lounge, three bedrooms, bathroom, toilet, kitchen and garage under tiled roof, and known as 62 De la Cruz Street, Highbury, Kuilsriver.

Conditions of sale:

1. The purchase price shall be paid as to 10% (ten per centum) thereof in cash on the signing of the conditions of sale on registration of transfer.

2. The conditions of sale which will be read out by the auctioneer/sheriff of the Court immediately prior to the sale, may be inspected in his office or at the offices of Plaintiff's attorneys as reflected hereunder.

Dated at Parow this 13th day of June 1995.

M. Shevel, for Cohen Shevel & Fourie, Plaintiff's Attorneys, 154 Voortrekker Road, Parow.

Saak 32957/94

IN DIE LANDDROSHOF VIR DIE DISTRIK JOHANNESBURG GEHOU TE JOHANNESBURG

In die saak tussen **Eerste National Bank Beperk,** Eiser, en **G R Properties CC,** Verweerder

Ingevolge 'n vonnis van die Landdroshof te Johannesburg en 'n lasbrief vir eksekusie gedateer 14 Julie 1994, sal die volgende eiendom in eksekusie verkoop word voor die Landdroshof, Kerkstraat, Wynberg, op 27 Julie 1995 om 10:00, aan die hoogste bieder naamlik:

Erf 335, Zeekoevlei, geleë in die plaaslike gebied van Zeekoevlei, Kaapse Afdeling, groot 703 (sewehonderd en drie) vierkante meter, gehou kragtens Transportakte T37120/1988, ook bekend as 70 Fishermans Walk, Zeekoevlei, Grassy Park.

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

Hoofgebou: Studeerkamer, eetkamer, sitkamer, drie slaapkamers, twee badkamers, twee toilette en kombuis. *Buitegeboue:* Twee garages.

Titelakte voorwaarde: Streng vir woning doeleindes alleenlik.

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

Die verkoopvoorwaardes mag gedurende kantoorure te kantore van die Balju vir Wynberg ondersoek word.

Gedateer te Johannesburg op hierdie 12de dag van Junie 1995.

Brian Alberts & Vennote, Eerste Verdieping, Proteasentrum, hoek van High- en Fortunastraat, Brixton. (Verw. Alberts JAA 12/94B.)

Saak 1787/94

IN DIE LANDDROSHOF VIR DIE DISTRIK WELLINGTON GEHOU TE WELLINGTON

In die saak tussen **Santam Beperk,** Eiser, en **John Charl Floris,** Verweerder

Ingevolge 'n uitspraak van die Landdroshof van Wellington, en 'n lasbrief tot geregtelike verkoping gedateer 19 April 1995, sal die ondervermelde eiendom op Dinsdag, 25 Julie 1995 om 10:00, te Leeubekkiestraat 5, Wellington, aan die hoogste bieder geregtelik verkoop word, naamlik:

Erf 8837, Wellington, in die gebied van die Oorgangsraad van Wellington, afdeling Paarl, Wes-Kaapse Provinsie, groot 284 (twee agt vier) vierkante meter, gehou kragtens Transportakte T14098/1990, en onderhewig aan die voorwaardes daarin na verwys en geregistreer ten gunste van John Charl Floris en Illona Marsha Floris, bestaande uit drie slaapkamers, oopplan-kombuis/sitkamer, badkamer met toilet, baksteenmure en teëldak.

Veilingsvoorwaardes:

(1) Die veiling is onderworpe aan die bepalings en voorwaardes van die landdroshofwet, No. 32 van 1944, en die eiendom word voetstoots verkoop onderworpe aan die voorwaardes van die bestaande titelbewys.

(2) Een tiende van die koopprys is betaalbaar onmiddellik na die eiendom as verkoop verklaar is en die res van die koopprys saam met rente daarop teen heersende bankkoers is betaalbaar teen registrasie van oordrag wat onmiddellik na die veiling gegee en geneem sal word.

(3) Die volledige veilingsvoorwaardes sal tydens die veiling voorgelees word en lê voor die veiling ter insae in die kantoor van die Balju, Wellington, en in die kantoor van ondergetekende.

Lewis Coetzee & Truter, Vonnisskuldeiser se Prokureurs, Kerkstraat 27, Wellington. [Tel. (02211) 3-1140/3-1170.]

Case 15268/92

IN THE SUPREME COURT OF SOUTH AFRICA

(Cape of Good Hope Provincial Division)

In the matter between **Bank of Lisbon International Limited,** Plaintiff, and **Yusuf Jappie, Senior,** Defendant

In execution of the judgment of the Supreme Court (Cape of Good Hope Provincial Division) in the above matter, a sale will be held in front of the premises, Walden Farm, New Eisleben Road (between Weltevreden Road and Vanguard Expressway), Phillipi, Cape, on Wednesday, 26 July 1995 at 10:00, of the following immovable property:

Portion 17 of the farm Schultz Vley, 807 Cape Road, in the Cape Division, measuring 2,6553 hectares.

1. The seller is subject to the rules of the Supreme Court, the property being sold voetstoots and as it stands, and subject to the conditions of the existing title deed. The highest bidder shall be the purchaser subject to the rules of the Supreme Court.

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 of the Supreme Court, Mitchells Plain, Maynard House, Maynard Road, Wynberg.

Dated at Cape Town in June 1995.

B. Halliday, for Herbsteins, 17th Floor, 2 Long Street, Cape Town. (Ref. BH/dc/21463.)

Saak 1400/92

IN DIE LANDDROSHOF VIR DIE DISTRIK POSTMASBURG GEHOU TE POSTMASBURG

In die saak tussen **Trustbank,** Eiser, en **W. J. Coetzee,** Verweerder

Kragtens 'n verstekvonnis van bogenoemde Agbare Hof en 'n lasbrief vir eksekusie tot geregtelike verkoping gedateer 1 Maart 1995, sal die ondervermelde vaste eiendom geregtelik verkoop word voetstoots en per openbare veiling aan die hoogste bieder op 21 Julie 1995 om 10:00, by die Landdroskantoor, Postmasburg, naamlik:

Sekere plaas Vaalpoort, distrik Hay, groot 2 300,0021 hektaar, gehou kragtens Transportakte 404/1991.

Die volgende inligting word verstrek, maar nie gewaarborg nie: Die eiendom is geleë ± 12 km oos van Postmasburg. Die verbeterings bestaan uit ongeveer 34 kampe, boustrukture, pypleidings en damme.

Belangrike voorwaardes:

Betaling: 10% (tien persent) van die koopprys plus afslaerskommissie in kontant teen ondertekening van die verkoopvoorwaardes tesame met koste van advertensie. Die balans plus rente teen registrasie van transport en waarvoor 'n goedgekeurde bankwaarborg binne 21 dae na datum van veiling aan Eiser se prokureurs voorsien moet word.

Volledige verkoopsvoorwaardes lê ter insae by die kantoor van die Balju, Postmasburg, en Fourie & Strauss, Randjiestraat 18, Postmasburg.

Geteken te Postmasburg op hierdie 19de dag van Junie 1995.

J. H. Strauss, vir Fourie & Strauss, Prokureur vir Eiser, Posbus 400, Randjiestraat 18, Postmasburg, 8420.

Case 10809/95

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

Nedcor Bank Limited *versus* **Sursum Corda Investments CC** and **Jan Willem Lodewyk Hermans**

In pursuance of a judgment dated 8 May 1995 and an attachment on 30 May 1995, the following immovable property will be sold at 64/66 Grahamstown Road, Swartkops, Port Elizabeth, by public auction on Friday, 21 July 1995 at 11:00:

Erf 248, Swartkops, Municipality and Division of Port Elizabeth, in extent 1 821 (one thousand eight hundred and twenty-one) square metres, situated at 64/66 Grahamstown Road, Swartkops, Port Elizabeth.

While nothing is guaranteed, it is understood that on the property is a detached, brick dwelling under an iron roof, consisting of three bedrooms, bathroom, lounge, kitchen 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 North, Danellyn Building, 12 Theale Street, North End, Port Elizabeth.

Terms: 10% (ten per cent) on the date of sale, the balance, including V.A.T. if applicable, against transfer to be secured by a guarantee approved by Plaintiff's attorneys to be furnished within 21 days of sale. Sheriff's charges [2½% (two and a half per cent) on the first R20 000 and thereafter 1½% (one and a half per cent), with a minimum of R200 and a maximum of R3 000] and auctioneer's charges [4½% (four per cent)] plus V.A.T. in both cases are also payable on date of sale.

Dated on the 20th day of June 1995.

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

Case 8866/93
PH 255

IN THE SUPREME COURT OF SOUTH AFRICA
(Cape of Good Hope Provincial Division)

In the matter between **The Standard Bank of South Africa Limited,** Plaintiff, and **Mark Christopher Florence,** First Defendant, and **Charlene Vivienne Florence,** Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Cape of Good Hope Provincial Division) in the above-mentioned suit, a sale without reserve will be held at 12 Upper School Street, Strandfontein Village, Mitchells Plain, on Monday, 7 August 1995 at 11:00, of the undermentioned property of the Defendants on the conditions which will lie for inspection at the offices of the Sheriff for the Supreme Court, 6 Mulberry Mall, Strandfontein Shopping Centre, Mitchells Plain:

Erf 43663, Mitchells Plain, in the Municipality of Cape Town, Cape Division, in extent 282 square metres, and situated at 12 Upper School Street, Strandfontein Village, Mitchells Plain.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: A 81 square metres main dwelling consisting of a dining-room/lounge, three bedrooms, bathroom, water closet and swimming-pool.

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 19th day of June 1995.

W. D. Inglis, for William Inglis, Plaintiff's Attorneys, 17 Marconi Road, Montague Gardens. [Tel. (021) 52-5138.] (Ref. W. D. Inglis/cs/S1336/3542.)

Case 6846/92
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 **Karine Anne Brusatori,** Defendant

In execution of a judgment of the Supreme Court of South Africa (Cape of Good Hope Provincial Division) in the above-mentioned suit, a sale without reserve will be held at 9 Bailey Way, Edgemead, on Thursday, 3 August 1995 at 12:30, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff for the Supreme Court, 29 Northumberland Avenue, Bellville:

Erf 30908, Goodwood, in the Municipality of Goodwood, Cape Division, in extent 628 square metres, and situated at 9 Bailey Way, Edgemead.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: A 81 square metre main dwelling consisting of an entrance hall, dining-room, lounge, kitchen, three bedrooms, bathroom, water closet and a 71 square metre outbuilding consisting of garage, servants' quarters and a water closet with a shower.

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 19th day of June 1995.

W. D. Inglis, for William Inglis, Plaintiff's Attorneys, 17 Marconi Road, Montague Gardens. [Tel. (021) 52-5138.] (Ref. W. D. Inglis/cs/S764/1979.)

Case 6921/94
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 **Perry Leonard Peters,** First Defendant, and **Marion Rosaline Peters,** Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Cape of Good Hope Provincial Division) in the above-mentioned suit, a sale without reserve will be held at 6 Acretjie, Lentegeur, Mitchells Plain, on Monday, 7 August 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, 52 Park Avenue, Rocklands Medical Centre, Mitchells Plain:

Erf 16377, Mitchells Plain, situated in the Municipality of Cape Town, Cape Division, in extent 241 square metres, and situated at 6 Acretjie, Lentegeur, Mitchells Plain.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: A 77 square metre main dwelling, consisting of lounge/dining-room, kitchen, three bedrooms, bathroom, water closet and a 16 square metre carport.

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 19th day of June 1995.

W. D. Inglis, for William Inglis, Plaintiff's Attorneys, 17 Marconi Road, Montague Gardens. [Tel. (021) 52-5138.] (Ref. W. D. Inglis/cs/S1335/3541.)

Saak 1867/95

IN DIE LANDDROSHOF VIR DIE DISTRIK BELLVILLE GEHOU TE BELLVILLE

In die saak tussen **Gearbox Repair Centre CC,** Eiser, en **Gabriel Karel Drotsche,** Verweerder

Ter uitvoering van 'n vonnis van die bogemelde Agbare Hof gedateer 17 Februarie 1995, sal die hiernabeskrewe vaste eiendom in eksekusie verkoop word op Maandag, 31 Julie 1995 om 11:00, op die perseel te Transvaalweg 14, Worcester, aan die hoogste bieder, onderhewig aan die volgende voorwaardes en sodanige verdere voorwaardes as wat deur die afslaer/Balju by die veiling uitgelees sal word:

Erf 8002, Worcester, in die Metropolitaanse Oorgangsubstruktuur van Worcester, provinsie die Wes-Kaap, groot 763 vierkante meter, gehou kragtens Transportakte T66049/1993.

Die volgende inligting word verstrek, maar niks word gewaarborg nie: Die eiendom is verbeter met 'n woonhuis met teëldak, sit-/eet-/gesinskamer, drie slaapkamers, kombuis, badkamer met aparte toilet, enkelmotorhuis, buitetoilet, diefwering en met vibacrete mure omhein.

Die eiendom kan geïnspekteer word in oorleg met die afslaer, C. J. Veldtman (Tel. 92-0040) en/of die Balju van die Landdroshof, M. W. Kilian, Worcester [Tel. (0231) 2-2706].

Betaalvoorwaardes: Tien persent (10%) van die koopprys van die eiendom moet onmiddellik na die veiling tesame met die afslaers- en/of Baljukommissie betaal word. Die balans koopprys is betaalbaar teen oordrag en moet verseker word deur 'n waarborg goedgekeur deur die Eiser se prokureur en wat aan hom binne veertien (14) dae na die verkoping verskaf moet word.

Verkoopvoorwaardes: Die volledige verkoopvoorwaardes lê ter insae by die afslaer, C. J. Veldtman (Tel. 92-0040) en/of die Balju van die Landdroshof, W. M. Kilian, Worcester [Tel. (0231) 2-2706].

Datum: 21 Junie 1995.

Fourie Basson & Veldtman, Saambougebou, Voortrekkerweg 219, Parow. (Verw. CJV/RB/609-6.)

Case 4612/92

IN THE SUPREME COURT OF SOUTH AFRICA

(Cape of Good Hope Provincial Division)

In the matter between **ABSA Bank Limited,** trading as United Bank, Plaintiff, *versus* **Heilie Maria Brundyn,** Defendant

The following property will be sold in execution of a judgment of the above-mentioned Court at the site, 34 Tulbagh Street, Strand, Western Cape, on Friday, 4 August 1995 at 11:00, to the highest bidder, without reserve:

Erf 1169, Strand, in extent 222 (two hundred and twenty-two) square metres, held by Deed of Transfer T25527/1979, situated at 34 Tulbagh Street, Strand, Western Cape, zoned General Residential.

1. The following improvements are reported but not guaranteed: *Double storey dwelling:* Entrance, dining-room, family room, kitchen, scullery, laundry, playroom, five bedrooms, shower/toilet, bathroom/toilet, en suite bathroom/shower/toilet, shower/toilet, servant's room, shower/toilet and store-room.

2. *Payment:* 10% (ten per centum) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 17,25% (seventeen comma two five per 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 10 days of the sale.

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

4. *Conditions:* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff of the Strand.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeek Street, Cape Town. (Ref. D3U0627/104504.)

Saak 116/95

IN DIE LANDDROSHOF VIR DIE DISTRIK CRADOCK GEHOU TE CRADOCK

In die saak tussen **ABSA Bank Beperk,** Skuldeiser, en **L. F. de Souza,** Eerste Verweerder, en **T. de Souza,** Tweede Verweerder

Ingevolge 'n vonnis van die Landdroshof, Cradock, gedateer 13 Februarie 1995 en 'n eksekusie beslaglegging, sal die ondergemelde eiendom op Maandag, 24 Julie 1995 om 10:00, voor die Landdroskantoor te Cradock, aan die hoogste bieër vir kontant verkoop word:

Erf 1382, Cradock, geleë te Akasiastraat 28, Cradock.

Dit word gerapporteer dat 'n voltooide woonhuis op die eiendom opgerig is, maar geen waarborge word in die verband gegee nie.

Verkoopvoorwaardes: Die koopsom is betaalbaar by wyse van 'n kontantdeposito van 10% (tien persent) daarvan en die balans teen registrasie van transport.

Die volle verkoopvoorwaardes sal onmiddellik voor die veiling uitgelees word en mag by die Balju se huis te Victoriastraat 28, Cradock, of die kantore van prokureurs Metcalf & Kie, Frerestraat 80, Cradock, geïnspekteer word.

Gedateer te Cradock op 19 Junie 1995.

Metcalf & Kie, Eiser se Prokureurs, Frerestraat 80, Cradock, 5880.

Saak 220/95

IN DIE LANDDROSHOF VIR DIE DISTRIK CRADOCK GEHOU TE CRADOCK

In die saak tussen **Nedcor Bank Beperk,** Skuldeiser, en **S. S. Swart,** Verweerder

Ingevolge 'n vonnis van die Landdroshof, Cradock, gedateer 5 Junie 1995 en 'n eksekusie beslaglegging, sal die ondergemelde eiendom op Maandag, 24 Julie 1995 om 10:00, voor die Landdroskantoor te Cradock, aan die hoogste bieër vir kontant verkoop word:

Erf 1378, Cradock, geleë te Akasiastraat 32, Cradock.

Dit word gerapporteer dat 'n voltooide woonhuis op die eiendom opgerig is, maar geen waarborge word in die verband gegee nie.

Verkoopvoorwaardes: Die koopsom is betaalbaar by wyse van 'n kontantdeposito van 10% (tien persent) daarvan en die balans teen registrasie van transport.

Die volle verkoopvoorwaardes sal onmiddellik voor die veiling uitgelees word en mag by die Balju se huis te Victoriastraat 28, Cradock, of die kantore van prokureurs Metcalf & Kie, Frerestraat 80, Cradock, geïnspekteer word.

Gedateer te Cradock op 21 Junie 1995.

Metcalf & Kie, Eiser se Prokureurs, Frerestraat 80, Cradock, 5880.

Case 344/95

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF DE AAR HELD AT DE AAR

In the matter between **Eskom Finance Company (Pty) Limited,** Judgment Creditor, and **Louis Mqhele,** First Judgment Debtor, and **Muyiswa Vivian Mqhele,** Second Judgment Debtor

In pursuance of a judgment granted on 3 April 1995, in the De Aar Magistrate's Court, the following property will be sold to the highest bidder on 25 July 1995 at 10:00, at De Aar Court-house:

Description: Erf 1061, Nonzwakazi (now known as Erf 1836, Nonzwakazi), in the area of jurisdiction of Nonzwakazi, Philipstown Division, in extent two hundred and seventy-eight (278) square metres.

Postal address: Erf 1061 (1836), Nonzwakaza, De Aar.

Improvements:

Dwelling: Lounge, dining-room, kitchen, two bedrooms, bathroom and toilet (not guaranteed).

Held by Deed of Transfer 60550/91.

1. The full and complete conditions of sale will be read immediately before the sale and will lie for inspection at the offices of the Sheriff and at the offices of the auctioneer.

2. *Payment:* 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 26th day of June 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.]

Saak 38332/94

IN DIE LANDDROSHOF VIR DIE DISTRIK PORT ELIZABETH GEHOU TE TODDKAMERS, TODDSTRAAT, PORT ELIZABETH

In die saak tussen **Saambou Bank Beperk,** Eiser, en **Richard Jonathan Burness,** Eerste Verweerder, en **Desire Bernadine Burness,** Tweede Verweerder

Ter uitvoering van 'n vonnis van die bogemelde Agbare Hof gedateer 19 Desember 1994, sal die hiernabeskrewe vaste eiendom in eksekusie verkoop word op 28 Julie 1995 om 14:15, by die Nuwe Geregshowe, Noordeinde, Port Elizabeth, aan die hoogste bieder, onderhewig aan die volgende voorwaardes en sodanige verdere voorwaardes as wat deur die afslaer/Balju by die veiling uitgelees sal word:

Erf 2622, Fairview, in die munisipaliteit en afdeling Port Elizabeth, groot 248 vierkante meter, gehou kragtens Transportakte T6670/94, ook bekend as Totiusrylaan 60, Pine Glades, Port Elizabeth.

Die volgende inligting word verstrek, maar niks word gewaarborg nie:

Die eiendom is verbeter deur die oprigting van 'n woonhuis bestaande uit sitkamer, kombuis, twee slaapkamers en badkamer.

Die eiendom kan inspekteer word in oorleg met die Balju van die Landdroshof, Port Elizabeth-Suid (Tel. 54-2781).

Betaalvoorwaardes: Tien persent (10%) van die koopprys moet onmiddellik na die veiling tesame met die afslaers- en/of Baljukommissie betaal word. Die balans-koopprys is betaalbaar teen oordrag en moet verseker word deur 'n waarborg goedgekeur deur die Eiser se prokureur en wat aan hom binne veertien (14) dae na die verkoping verskaf moet word.

Verkoopvoorwaardes: Die volledige verkoopvoorwaardes lê ter insae by die Balju van die Landdroshof, Port Elizabeth-Suid (Tel. 54-2781).

Gedateer hierdie 23ste dag van Junie 1995.

Greyvensteins Ingelyf, St George Huis, Parkrylaan 104, Port Elizabeth. (Verw. H. le Roux/sh/Z24655.)

Saak 3692/95

IN DIE LANDDROSHOF VIR DIE DISTRIK PORT ELIZABETH GEHOU TE TODDKAMERS, TODDSTRAAT, PORT ELIZABETH

In die saak tussen **Saambou Bank Beperk,** Eiser, en **Christiaan Rudolf Myburgh,** Eerste Verweerder, en **Maxzelda Myburgh,** Tweede Verweerder

Ter uitvoering van 'n vonnis van die bogemelde Agbare Hof gedateer 7 Maart 1995, sal die hiernabeskrewe vaste eiendom in eksekusie verkoop word op 28 Julie 1995 om 14:15, by die Nuwe Geregshowe, Noordeinde, Port Elizabeth, aan die hoogste bieder, onderhewig aan die volgende voorwaardes en sodanige verdere voorwaardes as wat deur die afslaer/Balju by die veiling uitgelees sal word:

Erf 29, Algoa Park, in die munisipaliteit en afdeling Port Elizabeth, groot 747 vierkante meter, gehou kragtens Transportakte T75062/1992, ook bekend as Portsladeweg 12, Algoapark, Port Elizabeth.

Die volgende inligting word verstrek, maar niks word gewaarborg nie:

Die eiendom is verbeter deur die oprigting van 'n woonhuis bestaande uit sit-/eetkamer, kombuis, drie slaapkamers, badkamer, motorhuis, bediendekamer en swembad.

Die eiendom kan inspekteer word in oorleg met die Balju van die Landdroshof, Port Elizabeth-Noord (Tel. 54-3887).

Betaalvoorwaardes: Tien persent (10%) van die koopprys moet onmiddellik na die veiling tesame met die afslaers- en/of Baljukommissie betaal word. Die balans-koopprys is betaalbaar teen oordrag en moet verseker word deur 'n waarborg goedgekeur deur die Eiser se prokureur en wat aan hom binne veertien (14) dae na die verkoping verskaf moet word.

Verkoopvoorwaardes: Die volledige verkoopvoorwaardes lê ter insae by die Balju van die Landdroshof, Port Elizabeth-Noord (Tel. 54-3887).

Gedateer hierdie 22ste dag van Junie 1995.

Greyvensteins Ingelyf, St George Huis, Parkrylaan 104, Port Elizabeth. (Verw. H. le Roux/sh/Z25662.)

Case 458/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Northern Cape Division)

In the matter between **The Standard Bank of SA Ltd,** Plaintiff, and **Johannes Assegai,** Defendant

In execution of a judgment of the Supreme Court of South Africa (Northern Cape Division) in the above-mentioned suit, a sale without reserve will be held in front of the office of the Sheriff, JCR Building, Rietbok Street, Kathu, on Friday, 28 July 1995 at 16:00, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the office of the Deputy Sheriff, Kathu, prior to the sale:

Certain Erf 404, Dingle, situated in the Municipality of Kathu, Division of Kuruman, measuring 811 square metres, held under Deed of Transfer T528/1992 (also known as 52 First Street, Dingleton, Kathu).

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

Residential property with outbuildings, consisting of three bedrooms, lounge, dining-room, kitchen, bathroom, garage, facebrick 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, building society or other acceptable guarantee to be furnished within 14 (fourteen) days from date of sale.

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

Dated at Kimberley on this 26th day of June 1995.

Haarhoffs, Plaintiff's Attorneys, NBS Building, 60/64 Jones Street, Kimberley.

Case 254/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Northern Cape Division)

In the matter between **The Standard Bank of SA Ltd,** Plaintiff, and **Alvin Emanuel Narrian,** First Defendant, and **Denise Narrian,** Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Northern Cape Division) in the above-mentioned suit, a sale without reserve will be held in front of the Magistrate's Court, corner of Mark and De Kock Streets, Vryburg, on Wednesday, 26 July 1995 at 10:00, of the undermentioned property of the Defendants on the conditions which will lie for inspection at the office of the Deputy Sheriff, Vryburg, prior to the sale:

Erf 3032, Vryburg, situated in the Vryburg Township Extension 14, Municipality of Vryburg, measuring 773 square metres, held under Deed of Transfer 698/1993.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: Single-storey dwelling-house situated at 131 Livingstone Street, Vryburg, and consisting of lounge/dining-room, four bedrooms, kitchen, bathroom, w.c., iron roof, two garages, servants' quarters and w.c.

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

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

Dated at Kimberley on this 28th day of June 1995.

Haarhoffs, Plaintiff's Attorneys, NBS Building, 60/64 Jones Street, Kimberley.

Case 2573/94

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

In the matter between **Fidelity Bank Limited,** Plaintiff, and **Yusuf Yappie,** trading as Copacabana Bakery, Defendant

In execution of the judgment of the Magistrate's Court of Strand in the above matter, a sale will be held on Tuesday, 25 July 1995 at 12:15, at Rugby House, Main Road, Faure, of the following immovable property:

Certain land situated at Erf 5, Faure, in the Faure Local Area, Division of Stellenbosch, measuring 2 945 (two thousand nine hundred and forty-five) square metres, held by Deed of Transfer T24368/1983 and T14731/1986, also known as Rugby House, Main Road, Faure.

The following information is furnished *re* the improvements but in this regard nothing is guaranteed:

1. There are three houses on the property, constructed of brick with corrugated iron rooves.
2. One house has 14 rooms, two toilets and bathroom.
3. One house has three rooms.
4. On house has two rooms.
5. In addition there are three external toilets.

Conditions of sale:

1. The sale is subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, the property being sold voetstoots as it stands and subject to the conditions of the existing title deeds. The highest bidder shall be the purchaser, subject to the provisions of section 66 of the above Act.

2. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price in cash or by way of a bank or building society guaranteed cheque on the day of the sale and the balance [with interest at the date of 17,25% (seventeen comma two five per cent) per annum, from the date of sale to the date of registration of transfer] against registration of transfer, which amounts are to be secured by a bank or building society guarantee, to be approved by the Execution Creditor's attorneys, and to be furnished to the Sheriff within fourteen (14) days from the date of sale.

3. The full conditions of sale will be read out immediately prior to the sale and may be inspected at the offices of the Sheriff of the Magistrate's Court, Somerset West.

Dated at Cape Town this 26th day of June 1995.

Findlay & Tait Inc., Plaintiff's Attorneys, 30 Hout Street, Cape Town. (Ref. J. McKinnell/lo/40235.)

Case 3317/95
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 **Stanley Christopher Dreyden,** First Defendant, and **Cathleen Dreyden,** Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Cape of Good Hope Provincial Division) in the above-mentioned suit, a sale without reserve will be held at 21 Duine Street, Wellington, on Tuesday, 8 August 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, 27 Church Street, Wellington:

Erf 5999, Wellington, in the Municipality of Wellington, Paarl Division, in extent 728 square metres, and situated at 21 Duine Street, Wellington.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: A 72 square metre 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 sale, 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 27th day of June 1995.

W. D. Inglis, for William Inglis, Plaintiff's Attorneys, 17 Marconi Road, Montague Gardens. [Tel. (021) 52-5138.] (Ref. W. D. Inglis/cs/S1268/3414.)

Case 4559/95
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 **Ann Montrose Strydom,** Defendant

In execution of a judgment of the Supreme Court of South Africa (Cape of Good Hope Provincial Division) in the above-mentioned suit, a sale without reserve will be held at 39 John Street, Mowbray, on Wednesday, 2 August 1995 at 09:00, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff for the Supreme Court, Maynard House, Maynard Road, Wynberg:

Erf 30460, Cape Town, at Mowbray, in the Municipality of Cape Town, Cape Division, in extent 90 square metres, and situated at 39 John Street, Mowbray.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: A 52 square metres main dwelling consisting of lounge, kitchen, bedroom and bathroom with water closet.

Terms:

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

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

Dated at Montague Gardens this 22nd day of June 1995.

W. D. Inglis, for William Inglis, Plaintiff's Attorneys, 17 Marconi Road, Montague Gardens. [Tel. (021) 52-5138.] (Ref. W. D. Inglis/cs/S2069/5042.)

Case 189/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Cape of Good Hope Provincial Division)

In the matter between **Jacques Jean Louis Supply,** Plaintiff, and **Wilhelmina van Sitters,** Defendant

Pursuant to the judgment of the above Court, granted on 8 February 1994, and writ of execution issued thereafter, the undermentioned property will be sold in execution on Wednesday, 26 July 1995 at 10:00, at 1 Saron Street, Ravensmead:

Erf 12549, Parow, in the Municipality of Parow, Cape Division, in extent two hundred and eighty (280) square metres, held under Deed of Transfer T19663/89, known as 1 Saron Street, Ravensmead.

The following buildings are situated on the property although in this respect nothing is guaranteed: A freestanding house built of bricks under a tiled roof, consisting of three bedrooms, lounge, kitchen and bathroom.

Conditions of sale: Ten per centum (10%) of the purchase price together with the Sheriff's charges in cash or by means of bank-guaranteed cheque immediately after the property is declared sold and the balance plus interest shall be paid against transfer and secured by bank, building society or other acceptable guarantee to be furnished within thirty (30) days from date of sale.

The conditions of sale, which will be read immediately prior to the sale, may be inspected at the offices of the Acting Sheriff of the Supreme Cout for the District of Bellville, 1 Boston Street, corner of Voortrekker Road and Boston Street, Bellville.

Dated at Cape Town this 23rd day of June 1995.

M. S. Frank & Frank, Plaintiff's Attorneys, 301 Dumbarton House, 1 Church Street, Cape Town. (Ref. JCH/acs/J03046.)

Saak 5531/94

IN DIE LANDDROSHOF VIR DIE DISTRIK WORCESTER GEHOU TE WORCESTER

In die saak tussen **Munnik's Enjinsentrum,** Eiser, en **Gerald McKay,** Verweerder

Ingevolge 'n vonnis van bogenoemde Agbare Hof en lasbrief tot uitwinning, sal die ondergenoemde eiendom op die perseel van die eiendom self op 2 Augustus 1995 om 11:00, aan die hoogste bieder verkoop word:

Erf 6082, Worcester, geleë te Buitekantstraat 281, Worcester, in die Worcester Plaaslike Oorgangsraad, afdeling Worcester, die provinsie Wes-Kaap, groot 313 (driehonderd en dertien) vierkante meter.

Voorwaardes: Die verkoping is onderhewig aan die betaling in kontant van ten minste 20% (twintig persent) van die koopprys op die datum van verkoping en dat 'n bank- of bougenootskapwaarborg verskaf word binne 21 dae vanaf die verkoopdatum vir die balans van genoemde koopprys. In geval van Eiser self die koper is sal die voorwaardes ten opsigte van die 20% (twintig persent) deposito nie van toepassing wees nie.

Die verdere en volledige verkoopvoorwaardes sal onmiddellik voor die verkoping uitgelees word en kan nou reeds nagegaan word by die kantoor van die Balju van die Landdroshof, Worcester.

Gedateer te Worcester op die 26ste dag van Junie 1995.

Conradie & Vennote, Prokureurs vir Eiser, Stockenströmstraat 23, Worcester.

Case 21446/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT ELIZABETH HELD AT TODD CHAMBERS, TODD STREET, PORT ELIZABETH

In the matter between **I. T. Kitshoff,** Plaintiff, and **D. N. Stranger,** Defendant

In pursuance of a judgment of the above Honourable Court, dated 21 October 1994, and the warrant of execution dated 16 January 1995, the following property will be sold, voetstoots in execution, without reserve, to the highest bidder on 21 July 1995 at 14:15, at the front entrance of the New Law Courts, North End, Port Elizabeth:

Erf 1712, Mount Road, in the Municipality and Division of Port Elizabeth, The Province of Eastern Cape, in extent 714 square metres, of which half share is held by Defendant under Deed of Transfer T54699/93, situated at 14 Eastbourne Road, Mount Croix, 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 the 29th day of June 1995.

Theo Kitshoff, Attorneys for Plaintiff, 14 Trafalgar Square, North End, Port Elizabeth. (Ref. Mrs Pieterse/an.)

Case 4606/94

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

In the matter between **African Bank Ltd,** Plaintiff, and **Mandisa Siwahla,** Defendant

In pursuance of the judgment granted on 24 January 1995, in Umtata Supreme Court, under writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 10 August 1995 at 10:00, or so soon thereafter to the highest bidder:

Place of sale: Deputy Sheriff Offices, Umtata, 38 Sprigg Street.

Description: Piece of land situated in the Municipality and District of Umtata, Extension 13, being Erf 5062, Umtata.

Special conditions of sale may be inspected at the office of the Deputy Sheriff at Umtata.

Makaula Zilwa & Co., Plaintiff's Attorneys, 24 Sprigg Street, Umtata.

Case 925/93

IN THE SUPREME COURT OF TRANSKEI HELD AT TRANSKEI

In the matter between **Transkei Development Corporation Ltd,** Plaintiff, and **Victor Landela Nyokana,** Defendant

Pursuant to the judgment of the above Honourable Court granted on 12 August 1993 and a writ of execution issued pursuant thereto, the undermentioned immovable property will be sold on 18 August 1995 by public auction to the highest bidder of the offices of the Deputy Sheriff, Lusikisiki, namely:

Piece of quitrent land in Administrative Area No. 13, called Zola Heights, situated in the District of Lusikisiki, being Mount Bleak Trading Site.

Dated at Umtata this 15th day of June 1995.

M. Tshiki & Sons, Plaintiff's Attorneys, 18 Sprigg Street, Umtata. (Ref. MT/tm/1168-68.)

Case 42285/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT ELIZABETH HELD AT TODD CHAMBERS, TODD STREET, NORTH END, PORT ELIZABETH

In the matter between **M. L. McGrath,** Plaintiff, and **L. Hildebrandt,** Defendant

In pursuance of a judgment of the above Honourable Court dated 20 February 1995 and an attachment in execution dated 19 May 1995, the following property will be sold in front of the New Law Courts, Main Street, Port Elizabeth, by public auction on Friday, 21 July 1995 at 14:15:

Unit 25, Portland Place, Scheme 38, Central, Port Elizabeth, in extent 41 m^2.

While nothing is guaranteed, it is understood that the property is a bachelor flat and part of a sectional title scheme. The conditions of sale will be read prior to the sale and may be inspected at the office of the Sheriff of the Magistrate's Court, Port Elizabeth, or Plaintiff's attorneys.

Terms: 10% (ten per cent) and Sheriff's charges of 4% (four per cent) on the date of sale, the balance against transfer to be secured by a bank or building society guarantee, to be approved of by Plaintiff's attorneys, to be furnished to the Sheriff within 21 (twenty-one) days from the date of sale.

Dated at Port Elizabeth this 12th day of June 1995.

White & Williams, Plaintiff's Attorneys, corner of Westbourne and Clevedon Roads, Central, P.O. Box 23348, Port Elizabeth. (Tel. 33-7434.) (Ref. C. Godfrey.)

Saak 10186/92

IN DIE LANDDROSHOF VIR DIE DISTRIK UITENHAGE GEHOU TE UITENHAGE

In die saak tussen **Brian Edmund Scharnick,** Eiser, en **Derrick Llewellyn Louw,** Verweerder

Ingevolge 'n vonnis toegestaan in die bogemelde Agbare Hof 'n lasbrief vir eksekusie uitgevoer op 29 Maart 1995, sal die ondervermelde vaste eiendom per openbare veiling verkoop word op 10 Augustus 1995 om 11:00, te Landdroskantore, Durbanstraat, Uitenhage:

Sekere stuk grond synde een halwe aandeel van Erf 7550, Uitenhage, geleë in die Munisipaliteit (nou Plaaslike Oorgangsraad) Uitenhage, en afdeling Uitenhage, groot 605 (seshonderd-en-vyf) vierkante meter.

Die volgende inligting word verskaf, alhoewel geen waarborg in die verband daarmee gegee word nie: Die eiendom is geleë en bekend as Palmrylaan 25, Uitenhage, met sekere verbeterings daarop aangebring.

Voorwaardes van verkoop:

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

2. Die koopprys moet soos volg betaal word:

(a) Tien persent (10%) daarvan in kontant by ondertekening van hierdie voorwaardes en betaalbaar aan die Balju vir die Landdroshof, asook Balju vir die Landdroshof se afslaersfooi.

(b) Die balans teen transport verseker te word deur middel van goedgekeurde bank- of bouverenigingwaarborge ten gunste van die Vonnisskuldeiser en of sy genomineerdes by die Balju vir die Landdroshof ingehandig te word binne 21 dae na datum van verkoping, welke waarborge op registrasie van transport van die eiendom op naam van die koper, betaalbaar sal wees vry van wisselkoers.

3. Al die verkoopsvoorwaardes lê ter insae by die kantoor van die Balju vir die Landdroshof.

Gedateer te Uitenhage op hede die 20ste dag van Junie 1995.

Baard Lessing & Kie., Prokureurs vir Eiser, Bairdstraat 14B, Posbus 903, Uitenhage, 6230.

Saak 2264/95

IN DIE LANDDROSHOF VIR DIE DISTRIK KUILSRIVIER GEHOU TE KUILSRIVIER

In die saak tussen **SA Poskantoor Beperk,** Eiser, en **DD & B Appollis,** Verweerder

Ter uitvoering van 'n vonnis van bogemelde Landdroshof gedateer 23 Maart 1995 in bogemelde aangeleentheid, sal die eiendom bekend as Erf 1826, Kleinvlei, per publieke veiling aan die hoogste bieder verkoop word by Erf 1826, Appolostraat 73, Melton Rose, op 24 Julie 1995 om 10:45, onderworpe aan die voorwaardes wat ter insae lê by die kantoor van die Geregsbode te Kuilsrivier, en wat deur die afslaer van die verkoping afgelees sal word, van welke voorwaardes die belangrikste die volgende is:

(a) Die eiendom word voetstoots verkoop aan die hoogste bieder onderworpe aan die Wet op Landdroshowe, No. 32 van 1944, soos gewysig, asook onderworpe aan die bepalings van Wet No. 3 van 1966, soos gewysig, en Wet No. 36 van 1966, soos gewysig;

(b) een tiende van die koopprys sal betaal word in kontant of by wyse van 'n bankgewaarborgde tjek op die dag van die verkoping en die balans in kontant teen registrasie van die transport;

(c) die koper sal verantwoordelik wees vir die betaling van alle transportkoste, hereregte, agterstallige belastings en diensgelde en enige bykomende koste; en

(d) besit sal gegee en geneem word onderworpe aan enige bestaande huurkontrakte, indien enige, op die datum van die verkoping.

Eiendom: Erf 1826, Kleinvlei, geleë in die gebied van die Metropolitaanse Oorgangsubstruktuur Blue Downs, afdeling Stellenbosch, provinsie Wes-Kaap, groot 300 (driehonderd) vierkante meter, gehou deur die Verweerder kragtens Transportakte T14897/90 en onderhewig aan die spesiale voorwaardes daarin vervat.

Die volgende inligting word verstrek, maar nie gewaarborg nie: Erf 1826.

'n Verband is beskikbaar aan 'n goedgekeurde koper.

Geteken te Stellenbosch op hierdie 14de dag van Junie 1995.

G. J. Erasmus, vir Cluver Markotter, S A Permanentegebou, Pleinstraat, Stellenbosch, 7600. (Verw. GJE/kk/35559.)

Case 13015/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

In the matter between **N B S Bank Limited,** Plaintiff, and **G. C. Farmer,** First Defendant, and **Mrs G. Farmer,** Second Defendant

In pursuance of the warrant of execution of the above Honourable Court, the undermentioned property will be sold by public auction at the premises on 25 July 1995 at 10:00:

Property: Remainder of Erf 13047, Mitchells Plain, in the Municipality of Cape Town, Cape Division, measuring 364 (three hundred and sixty-four) square metres, held by Deed of Transfer T41357/92, more specifically known as 11A Bristol Close, Rocklands, Mitchells Plain.

Conditions of sale:

1. The sale will be subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, as amended, and the title deeds in so far as same as applicable.

2. The property will be sold voetstoots to the highest bidder.

3. The sale will be subject to further conditions which will be read out immediately prior to the sale. The full conditions of sale may be inspected at the offices of the undersigned.

Dated on the 13th day of June 1995.

Kruger & Marais Inc., Attorneys for Plaintiff, 16 McIntyre Street, Parow, 7500. [Tel. (021) 92-3007.] (Ref. H. P. M. Kruger/jdt.)

Case 5934/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

In the matter between **N B S Bank Limited,** Plaintiff, and **Mrs B. A. Joubert** (NB 0073), Defendant

In pursuance of the warrant of execution of the above Honourable Court, the undermentioned property will be sold by public auction at the premises on 19 July 1995 at 11:45:

Property: Erf 4363, Kraaifontein, in the Municipality of Kraaifontein, Division of Paarl, measuring 744 (seven hundred and forty-four) square metres, held by Deed of Transfer T48943/1981, more specifically known as 5 Erasmus Street, Scottsville, Kraaifontein.

Conditions of sale:

1. The sale will be subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, as amended, and the title deeds in so far as same as applicable.

2. The property will be sold voetstoots to the highest bidder.

3. The sale will be subject to further conditions which will be read out immediately prior to the sale. The full conditions of sale may be inspected at the offices of the undersigned.

Dated on the 13th day of June 1995.

Kruger & Marais Inc., Attorneys for Plaintiff, 16 McIntyre Street, Parow, 7500. [Tel. (021) 92-3007.] (Ref. H. P. M. Kruger/jdt.)

Case 369/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

In the matter between **N B S Bank Limited,** Plaintiff, and **A. B. C. Andreas,** Defendant

In pursuance of the warrant of execution of the above Honourable Court, the undermentioned property will be sold by public auction at the premises on 24 July 1995 at 10:00:

Property: Erf 3757, Eerste River, in the Lower Kuils River No. 1 Local Area, Division of Stellenbosch, measuring 373 (three hundred and seventy-three) square metres, held by Deed of Transfer T49336/1989, more specifically known as 4 Privet Road, Beverley Park, Eerste River.

Conditions of sale:

1. The sale will be subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, as amended, and the title deeds in so far as same as applicable.

2. The property will be sold voetstoots to the highest bidder.

3. The sale will be subject to further conditions which will be read out immediately prior to the sale. The full conditions of sale may be inspected at the offices of the undersigned.

Dated on the 13th day of June 1995.

Kruger & Marais Inc., Attorneys for Plaintiff, 16 McIntyre Street, Parow, 7500. [Tel. (021) 92-3007.] (Ref. H. P. M. Kruger/jdt.)

Case 27408/91

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

In the matter between **N B S Bank Limited,** Plaintiff, and **I. L. Clarke** (NB 0093), Defendant

In pursuance of the warrant of execution of the above Honourable Court, the undermentioned property will be sold by public auction at the premises on 20 July 1995 at 10:45:

Property: Erf 11846, Parow, in the Municipality of Parow, Administrative District of the Cape, measuring 446 (four hundred and forty-six) square metres, held by Deed of Transfer T2722/1984, more specifically known as 25 Poplar Street, Ravensmead.

Conditions of sale:

1. The sale will be subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, as amended, and the title deeds in so far as same as applicable.

2. The property will be sold voetstoots to the highest bidder.

3. The sale will be subject to further conditions which will be read out immediately prior to the sale. The full conditions of sale may be inspected at the offices of the undersigned.

Dated on the 12th day of June 1995.

Kruger & Marais Inc., Attorneys for Plaintiff, 16 McIntyre Street, Parow, 7500. [Tel. (021) 92-3007.] (Ref. H. P. M. Kruger/jdt.)

Case 349/95

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MOSSEL BAY HELD AT MOSSEL BAY

In the matter between **ABSA Bank Limited,** previously Allied Building Society Limited, Plaintiff, and **John Graham Stephenson,** Defendant

In pursuant of a judgment in the Magistrate's Court, Mossel Bay, and a warrant of execution dated 2 March 1995, the property hereunder listed will be sold in execution by Mossel Bay Auctioneers and Insurance Agents on Friday, 28 July 1995 at 11:00, at the property to the highest bidder:

Erf 462, Little Brak River, in the Municipality and Division of Mossel Bay, Province of the Western Cape, in extent 770 (seven hundred and seventy) square metres, held by Deed of Transfer 58473/91 (situated at Wilderness Avenue, Fraaiuitsig, Little Brak River, District of Mossel Bay).

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

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 deed in so far as these are applicable.

2. *Terms:* The purchase price shall be paid as to 10% (ten per cent) thereof on the date of the sale to the Sheriff, Mossel Bay, and the balance together with interest thereof at the rate of 16,25% (sixteen comma two five per cent) per annum, from date of sale to date of registration of transfer shall be paid to the Sheriff, Mossel Bay, or the transfer attorneys within 30 days of the date of sale or secured by an approved bank or building society guarantee within the aforementioned period.

3. *Conditions:* The conditions of sale may be inspected at the offices of Miller Terblanche & Zietsman, 5 Cuff Street, Mossel Bay, and the Sheriff, 99 Montagu Street, Mossel Bay.

Dated at Mossel Bay on this the 22nd day of June 1995.

Miller Terblanche & Zietsman, Attorneys for Plaintiff, 5 Cuff Street, P.O. Box 83, Mossel Bay, 6500.

Case 3865/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF EAST LONDON HELD AT EAST LONDON

In the matter between **First National Bank Ltd,** Plaintiff, and **M. N. Jalill,** First Defendant, and **Mrs G. C. Jalill,** Second Defendant

In execution of a judgment of the Magistrate's Court, East London, in the above matter, a sale will be held on 26 July 1995 at 09:00, at the Magistrate's Court, as referred to below:

Erf 2478, East London (Buffalo Flats Township), Municipality and Division of East London, also known as 40 Port Rex Road, Buffalo Flats, East London.

The following information relating to the property is furnished but not guaranteed in any way: A single/part double-storey dwelling under asbestos roof with outbuildings one and two detached, consisting of lounge, family room, dining-room, kitchen, three bedrooms, bathroom with shower and bathroom with toilet, double garage, plus a flat consisting of bedroom, kitchen and lounge.

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 ten per cent (10%) of the purchase price and the auctioneer's commission in cash immediately after the sale and the balance against transfer to be secured by a bank or building society guarantee, to be furnished to the Plaintiff's attorneys within ten (10) 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.

Dated at East London this 12th day of June 1995.

Brown, Hurly & Miller, Plaintiff's Attorneys, Fourth Floor, First National Bank, Oxford Street, East London. (Ref. A. J. Miller.)

Case 4138/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT ELIZABETH HELD AT TODD CHAMBERS, TODD STREET, PORT ELIZABETH

In the matter between **Wilile Smart Komani,** Plaintiff, and **Z. C. Jumbe,** Defendant

In pursuance of a judgment in the Court of the Magistrate of the District of Port Elizabeth dated 13 May 1994, the property listed hereunder will be sold in execution on Friday, 21 July 1995 at 14:15, at the front entrance to the New Law Courts, Main Street, North End, Port Elizabeth:

Erf 10662, Motherwell, measuring 266 square metres, situated at 2 Singangula Street, 4B, Motherwell, Port Elizabeth.

Conditions of sale: The purchase price shall be payable as a deposit in cash of 10% (ten per cent) and the balance against transfer. The full conditions of sale will be read immediately prior to the sale and may be inspected at the office of the Sheriff, Magistrate's Court, Port Elizabeth. A substantial bank loan can be arranged for an approved purchaser.

Dated at Port Elizabeth on this the 5th day of June 1995.

A. Vlok, for Brown Braude & Vlok Inc., Plaintiff's Attorneys, Hancocks House, 317 Cape Road, Newton Park, Port Elizabeth. (Ref. A. Vlok/ko.)

NATAL

Case 2612/95

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 **Vuyelwa Sybil Pamla,** Execution Debtor

In execution of a judgment of the Magistrate's Court, Pietermaritzburg, the following immovable property belonging to the above-named Defendant, will be sold in execution on 21 July 1995 at 11:00, by the Sheriff of the Magistrate's Court, at the Sheriff's Sales Room, 277 Berg Street, Pietermaritzburg, to the highest bidder for cash, without reserve:

Subdivision 4 of Lot 286, Edendale, Township of Edendale, Administrative District of Natal, in extent 858 (eight hundred and fifty-eight) square metres, held under Deed of Transfer T19733/1982.

The following information relating to the property is furnished but not guaranteed in any way:

1. The property is situated at Subdivision 4 of Lot 286, Edendale, Township of Edendale, 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 8th day of June 1995.

Austen Smith, Plaintiff's Attorney, Walmsley House, 191 Pietermaritz Street, Pietermaritzburg. (Ref. GRA/myb/50/K0150/C3.)

Case 4006/95

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 **Sunday Ernest Masuku,** Execution Debtor

In execution of a judgment of the Magistrate's Court, Pietermaritzburg, the following immovable property belonging to the above-named Defendant, will be sold in execution on 21 July 1995 at 11:00, by the Sheriff of the Magistrate's Court, at the Sheriff's Sales Room, 277 Berg Street, Pietermaritzburg, to the highest bidder for cash, without reserve:

Ownership Unit 22, Imbali II, Imbali Township, District of Pietermaritzburg, Natal, in extent 260 (two hundred and sixty) square metres, held under Deed of Grant 00012857.

The following information relating to the property is furnished but not guaranteed in any way:

1. The property is situated at Ownership Unit 22, Imbali II, Imbali Township, District of Pietermaritzburg, Natal.

2. The property has been improved by the construction thereon of a dwelling and usual outbuildings.

3. The conditions of sale may be inspected at the aforesaid offices of the Sheriff and at the offices of Austen Smith, Walmsley House, 191 Pietermaritz Street, Pietermaritzburg, Natal, during normal office hours.

Dated at Pietermaritzburg this 8th day of June 1995.

Austen Smith, Plaintiff's Attorney, Walmsley House, 191 Pietermaritz Street, Pietermaritzburg. (Ref. PRJD/myb/45/K0257/B5.)

Case 380/95

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

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

In pursuance of a judgment in this action the following immovable property shall be sold in execution on Friday, 28 July 1995 at 09:00, in front of the Magistrate's Court, on the front steps, Port Shepstone, to the highest bidder:

Section Lot 119, Marburg (Extension 3), situated in the Township of Marburg, and in the Southern Natal Joint Services Board Area, Administrative District of Natal, in extent 1 164 square metres, situated at Heeron Street, also known as Lot 119 (Extension 3), Marburg.

Improvements: Double storey dwelling under brick and tile, consisting of four flats, each of them as follows: Bath, toilet and basin, kitchen, lounge and two bedrooms.

Town-planning:

Zoning: Residential.

Special privileges: Nil.

Nothing is guaranteed in these respects.

Material conditions:

1. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price in cash at the time of the sale, the balance against transfer to be secured by a bank or building society guarantee to be approved by the Plaintiff's attorneys to be furnished within (14) days after the date of sale.

2. Transfer shall be affected by the attorneys of the Plaintiff and the purchaser shall pay all the transfer costs, including transfer duty, current and any arrear rates, and other necessary charges to effect transfer upon request by the said attorneys.

3. The full conditions may be inspected at the offices of the Sheriff of the Court, Port Shepstone, or at our offices.

Meumann & White, Plaintiff's Attorneys, Fourth Floor, Founders House, 15 Parry Road, Durban, 4001. (Ref. L. Theron/031661.)

Case 39375/94

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

In the matter between **Allied Bank** (a division of ABSA Bank Limited) (No. 86/04794/06), Plaintiff, and **Sikululiwe Godfrey Nzuza,** Defendant

In pursuance of a judgment in this action the following immovable property shall be sold in execution on Thursday, 27 July 1995 at 10:00, in front of the Magistrate's Court, Somtseu Road Entrance, Durban, to the highest bidder:

Section 17 as shown and more fully described on Sectional Plan SS210/91 in the scheme known as Silvergull Mews in respect of the land and building or buildings situated at Isipingo, in the Borough of Isipingo of which section the floor area, according to the sectional plan is 78 (seventy-eight) square metres in extent, and an undivided share in the common property apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan, situated at 17 Silvergull Mews, 14 Sunbird Crescent, Lotus Park, Isipingo.

Improvements: Simplex house under tile roof, consisting of two bedrooms, bedroom with-en-suite, tiled shower, toilet, basin, bathroom tiled, bath, toilet, lounge carpeted, kitchen tiled and fitted cupboards.

Town-planning:

Zoning: Residential.

Special privileges: Nil.

Nothing is guaranteed in these respects.

Material conditions:

1. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price in cash at the time of the sale, the balance against transfer to be secured by a bank or building society guarantee to be approved by the Plaintiff's attorneys to be furnished within (14) days after the date of sale.

2. Transfer shall be affected by the attorneys of the Plaintiff and the purchaser shall pay all the transfer costs, including transfer duty, current and any arrear rates, and other necessary charges to effect transfer upon request by the said attorneys.

3. The full conditions may be inspected at the offices of the Sheriff of the Court, Durban, or at our offices.

Meumann & White, Plaintiff's Attorneys, Fourth Floor, Founders House, 15 Parry Road, Durban, 4001. (Ref. L. Theron/012056.)

Case 6028/92

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

In the matter between **ABSA Bank Limited,** Plaintiff, and **Munielal Mungroo,** Defendant

In pursuance of a judgment granted on 2 March 1992, in the Court of the Magistrate, Durban, and under a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 25 July 1995 at 10:00, in front of the Magistrate's Court, Chatsworth:

Description: A certain piece of land being subdivision 255 of Lot 85, Chatsworth, situated in the City of Durban, Administrative District of Natal, Province of KwaZulu/Natal, in extent 933 square metres.

Postal address: 23 Greenfields Road, Silverglen, Durban.

Improvements: Double storey brick under tile roof dwelling comprising of 11 bedrooms, three kitchens, lounge, dining-room, three seperate toilets and bathrooms.

Town-planning Zoning: Special Residential.

Nothing is guaranteed in the above respects.

Material conditions:

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.

2. (a) The purchaser shall pay a deposit of 10% (ten per centum) of the purchase price and the auctioneer's commission immediately after the sale, and the balance (including the payment of the undermentioned interest) against transfer to be secured by a bank or building society guarantee to be furnished to the Sheriff of the Magistrate's Court within 14 days after the sale. The said guarantee shall be approved by the Plaintiff's attorneys.

(b) The purchaser shall be liable for the payment of interest at the rate payable to the Plaintiff at the time of the sale on the amount of the Plaintiff's claim from date of the sale (and in the event of there being any other preferent creditor, then the interest payable upon such preferent creditor's claim) until the date of transfer, both days inclusive.

3. Transfer shall be effected by the attorneys for the Plaintiff and the purchaser shall pay all transfer costs, including arrear and current rates, sewerage connection fees (if any), taxes, VAT, and all other charges necessary to effect transfer on request by the said Attorneys.

The full conditions of sale may be inspected at the office of the Sheriff for the Magistrate's Court, 12 Oak Avenue, Kharwastan, Chatsworth and at the offices of David Gardyne & Partners, Eighth Floor, JBS Building, 78 Field Street, Durban.

Dated at Durban on this 15th day of June 1995.

David Gardyne & Partners, Plaintiff's Attorneys, Eighth Floor, JBS Building, 78 Field Street, Durban. (Ref. D Gardyne/AS/GAL2402.)

Case 13721/94

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

In the matter between **Town Treasurer Borough of Pinetown,** Execution Creditor, and **R. Kuther,** First Execution Debtor, and **A. M. D. Kuther,** Second Execution Debtor

In pursuance of a judgment in the Magistrate's Court for the District of Pinetown dated 28 February 1995, and a warrant of execution issued on 1 March 1995, the following immovable property will be sold in execution on 21 July 1995 at 10:00, in front of the Magistrate's Court Building, Chancery Lane, Pinetown, to the highest bidder:

Description: Subdivision 1 of Lot 2980, Pinetown, 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 1 393 square metres.

Postal address: 1 Fairydene Place, Pinetown.

Improvements: Brick under tile dwelling, consisting of three bedrooms, main-en-suite, lounge, dining-room, bathroom, kitchen, garage and servants guarters.

Town-planning Zoning: Residential.

Special Privileges: None known.

Nothing is guaranteed in the above respect.

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 (excluding the Judgment Creditor) shall pay a deposit of 10% (ten per cent) of the purchase price and auctioneer's charges immediately after the sale. The balance of the purchase price, including interest as set out in the conditions of sale, is payable against transfer, to be secured in the interim by a bank or building society guarantee to be approved by the Execution Creditor's attorneys and to be furnished to the Sheriff within fourteen (14) days after the date of sale.

3. Transfer will be effected by the Execution Creditor's attorneys and the purchaser shall pay to them all the costs and charges, as more fully set out in Clause 5 of the conditions of sale which conditions may be inspected at the offices of the Sheriff of Pinetown, and the said attorneys.

Dated at Pinetown this 19th day of June 1995.

C. J. A. Ferreira, Attorney for Execution Creditor, Suite 3, Media House, 47 Kings Road, Pinetown.

Case 13526/94

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

In the matter between **Town Treasurer Borough of Pinetown,** Execution Creditor, and **C. J. Karstel,** Execution Debtor

In pursuance of a judgment in the Magistrate's Court for the District of Pinetown dated 20 February 1995, and a warrant of execution issued on 23 February 1995, the following immovable property will be sold in execution on 21 July 1995 at 10:00, in front of the Magistrate's Court Building, Chancery Lane, Pinetown, to the highest bidder:

Description: Subdivision 4 of Lot 295, Woodside (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 3 755 square metres.

Postal address: 8 Pineside Road, Pinetown.

Improvements: Vacant land.

Town-planning Zoning: Residential.

Special Privileges: None known.

Nothing is guaranteed in the above respect.

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 (excluding the Judgment Creditor) shall pay a deposit of 10% (ten per cent) of the purchase price and auctioneer's charges immediately after the sale. The balance of the purchase price, including interest as set out in the conditions of sale, is payable against transfer, to be secured in the interim by a bank or building society guarantee to be approved by the Execution Creditor's attorneys and to be furnished to the Sheriff within fourteen (14) days after the date of sale.

3. Transfer will be effected by the Execution Creditor's attorneys and the purchaser shall pay to them all the costs and charges, as more fully set out in Clause 5 of the conditions of sale which conditions may be inspected at the offices of the Sheriff of Pinetown, and the said attorneys.

Dated at Pinetown this 4th day of May 1995.

C. J. A. Ferreira, Attorney for Execution Creditor, Suite 3, Media House, 47 Kings Road, Pinetown.

Case 21546/95

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 Brian Ntuli,** Defendant

In pursuance of a judgment granted on 24 April 1995 in the above action and under a writ of execution issued thereafter, the immovable property listed hereunder shall be sold in execution to the highest bidder on 27 July 1995 at 10:00, at the north facing entrance to the Magistrate's Court, Somtseu Road, Durban:

Description: A unit consisting of:

(a) Section 10, as shown and more fully described on Sectional Plan SS234/92, in the scheme known as Fatima Heights, in respect of the land and building or buildings situated at Isipingo, in the Borough of Isipingo, and in the Port Natal-Ebhodwe Joint Services Board Area of which the floor area according to the said sectional plan is 89 square metres in extent, and

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

Postal address: Flat 10, Fatima Heights, 12 Khan Lane, Isipingo Rail, Isipingo.

Improvements: Flat, three bedrooms, kitchen tiled floor, fitted cupboards, lounge, floor tiled, toilet tiled, bathroom, bath, basin and balcony.

Town-planning zoning: Special Residential.

Special privileges: Nil.

Nothing is guaranteed in the above respects.

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. (a) The purchaser shall pay a deposit of 10% (ten per centum) of the purchase price and the auctioneer's commission in cash immediately after the sale and the balance to be secured by a bank or building society guarantee to be furnished to the Sheriff of the Court or the auctioneer within twenty-one (21) days after the sale to be approved by the Plaintiff's attorneys.

(b) The purchaser shall be liable for payment of interest at the rate of 17,25% (seventeen comma two five per cent) per annum, to the Execution Creditor of the respective amount of the award in the plan of distribution from the date of sale to date of transfer.

3. Transfer shall be effected by the attorneys of the Plaintiff and the purchaser shall pay all the transfer dues, including transfer duty, current and any arrear rates, and other necessary charges to effect transfer upon request by the said attorneys.

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

Jackson & Ameen, Plaintiff's Attorneys, Fifth Floor, Fenton House, Fenton Road, Durban. (Ref. COLLS/P. Murugan/05N225079.)

Case 5945/93

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

In the matter between **Small Business Development Corporation Limited,** Plaintiff, and **Francis Meat & Fish Market CC,** First Defendant, **Devadass,** Second Defendant, **Ankama,** Third Defendant, **Indheran Andrew Morgan,** Fourth Defendant and **Vimla Morgan,** Fifth Defendant

In pursuance of a judgment in the Magistrate's Court of Chatsworth, held at Chatsworth and warrant of execution, issued thereafter, the immovable property listed hereunder will be sold in execution by the Sheriff of the Court, Chatsworth, on 25 July 1995 at 10:00, at the front entrance of the Magistrate's Court Building, 2 Justice Street, Croftdene, Chatsworth:

Property description: Lot 5054 of the farm Mobeni 13538, situated in the City of Durban, Administrative District of Natal, Province of KwaZulu/Natal, in extent four hundred and sixty-five (465) square metres.

Postal address: 7 Highway Place, Mobeni Heights, Chatsworth, 4092.

Improvements: Brick under tile roof dwelling comprising of three bedrooms, two carpeted, lounge, kitchen, dining-room, toilet/bathroom, toilet, verandah, outbuilding, garage, two rooms, toilet, drive-way and yard fenced (the nature, extent, condition, existence and description of the improvements are not guaranteed, and are sold voetstoots).

Material conditions:

1. The sale shall be subject to the Magistrates' Courts Act, No. 32 of 1944, as amended, and the rules made thereunder.

2. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price and the auctioneer's charges in cash or by bank-guaranteed cheque at the time of the sale.

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 Plaintiff's attorneys and to furnished to the Sheriff within fourteen (14) days after the date of sale.

4. The purchaser shall be liable for the payment of interest to the Plaintiff at the rate of 20% (twenty per centum) per annum, on the amount of the award to the Plaintiff in the plan of distribution as from the date of sale to the date of transfer, and to pay any bondholders interest at the rates stipulated in such bonds.

5. Transfer shall be effected by the attorneys for the Plaintiff and the purchaser shall pay all transfer costs, including arrears and current rates, sewerage connection fees (if any), taxed 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 at 12 Oak Avenue, Kharwastan, Chatsworth, 4092, and/or at the offices of the Plaintiff's attorneys at Suite 15, Havenside Shopping Centre, Kingsbury Walk, Havenside, Chatsworth, 4092.

Dated at Chatsworth on this the 21st day of June 1995.

M. Murugasen, for Deena Murugasen, Rajan Moodley & Associates, Plaintiff's Attorneys, Suite 15, Havenside Shopping Centre, Kingsbury Walk, Havenside, Chatsworth. (Ref. MM/CR/S21/93.)

Case 3227/94

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

In the matter between **Avfin Industrial Finance (Pty) Limited,** Plaintiff, and **Colin Verne Lello,** Defendant

In pursuance of a judgment in the Court of the Magistrate of Pinetown, and a re-issued warrant of execution dated 8 September 1994, the immovable properties listed hereunder will be sold in execution on 4 August 1995 at 10:00, at the front entrance to the Magistrate's Court Building, 22 Chancery Lane, Pinetown, to the highest bidder:

Description: Subdivision 27 (of 2) of Lot 1707, Kloof, situated in the Borough of Kloof, and in the Port Natal-Ebhodwe Joint Services Board Area, Administrative District of Natal, in extent 1 816 (one thousand eight hundred and sixteen) square metres, held by Deed of Transfer T30389/91.

Postal address: 23A Meadow Lane, Kloof.

Improvements: Vacant land.

Description: Subdivision 28 (of 2) of Lot 1707, Kloof, situated in the Borough of Kloof, and in the Port Natal-Ebhodwe Joint Services Board Area, Administrative District of Natal, in extent 1 809 (one thousand eight hundred and nine) square metres, held by Deed of Transfer T30389/91.

Postal address: 25A Meadow Lane, Kloof.

Improvements: Vacant land.

Description: Remainder of Subdivision 214, Everton 864, situated in the Town Board Area of Gillitts, and in the Port Natal-Ebhodwe Joint Services Board Area, Administrative District of Natal, in extent 4 050 (four thousand and fifty) square metres, held by Deed of Transfer T9364/89.

Postal address: 14 Tudor Road, Gillitts.

Improvements: Brick under tile dwelling comprising of two lounges, kitchen, three bedrooms, bathroom, breakfast room, guest w.c., large verandah, double garage, carport, two servants' quarters, four store-rooms, studio with kitchen, shower and w.c.

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 10% (ten per cent) of the purchase price immediately after the sale and within fourteen (14) days supply the Sheriff of the Court with a bank/building society guarantee for the balance of the purchase price in terms acceptable to the Sheriff of the Court.

3. The full conditions of sale may be inspected at our offices and/or at the offices of the Court Sheriff, Pinetown.

Dated at Pinetown on this the 5th day of June 1995.

Macreae Bath & Batchelor, 101 Wearcheck House, 16 School Road, Pinetown. (Ref. Mr Chamberlain/mcm/07 V072 005.)

Case 4865/93

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

In the matter between **KwaZulu Finance & Investment Corporation Limited,** Plaintiff, and **Edward Mduduzi Shozi,** Defendant

In pursuance of judgment granted on 21 March 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 28 July 1995 at 10:00, the front entrance, Magistrate's Court, 22 Chancery Lane, Pinetown, to the highest bidder:

Description: A certain piece of land, being Ownership D852, in extent 300 square metres, situated in the Township of kwaDabeka, held by virtue of Deed of Grant GF 12538/1989.

Improvements: A single storey block and asbestos dwelling (37.5 m^2) comprising of kitchen, lounge, bedroom and bathroom. Municipal electircity and water supply-local authority. Santitation-Pitlatrine.

Nothing is guaranteed in respect of such improvements on the property.

1. The sale shall be subject to the terms and conditions of the Magistrate's Court Act and the rules made thereunder.

2. The purchaser shall pay the purchase price in cash or by bank-guaranteed cheque on the day of the sale. In the event of the purchaser having to obtain finance from a financial institution, the purchaser shall on the day of the sale produce written information form 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 office of the Sheriff, Pinetown, or at the offices of Strauss Daly Inc.

Dated at Durban this 15th day of June 1995.

Strauss Daly Inc., Plaintiff's Attorneys, 11th Floor, The Marine, 22 Gardiner Street, Durban. (Ref. Z76023/26.)

Case 51298/90

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

In the matter between **ABSA Bank Limited** (United Bank Division), Plaintiff, and **Charles Dennis Thurley,** First Defendant, **Dorren Diana Thurley,** Second Defendant

In pursuance of a judgment in this action, the following immovable property shall be sold in execution on Thursday, 27 July 1995 at 10:00, in front of the Magistrate's Court, Somtseu Road, Durban, to the highest bidder:

Section 18, as shown and more fully described on Sectional Plan SS61/1977 in the building or buildings known as High Tide of which the floor area, according to the said sectional plan is seventy-four (74) square metres, 502 High Tide, 424 Kingsway, Amanzimtoti.

Improvements: Main en suite, bedroom, lounge and dining-room combind, bathroom and toilet combined, open plan kitchen and under cover parking.

Nothing is guaranteed in these respects.

Material conditions:

1. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price in cash at the time of the sale, the balance against transfer to be secured by a bank or building society guarantee to be approved by the Plaintiff's attorneys to be furnished within 14 (fourteen) days after the date of sale.

2. Transfer shall be effected by the attorneys of the Plaintiff and the purchaser shall pay all the transfer costs, including transfer duty, current and any arrear rates, and other necessary charges to effect transfer, upon request by the said attorneys.

3. The conditions may be inspected at the offices of the Sheriff of the Court, Durban South or at our Offices.

Dated at Durban this 19th day of June 1995.

Meumann & White, Plaintiff's Attorneys, Fourth Floor, Founders House, 15 Parry Road, Durban. (Ref. Mr Berry/vdg/008329.)

Case 557/94

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

In the matter between **KwaZulu Finance & Investments Corp. Ltd,** Plaintiff, and **Bhekumuzi Joseph Shabalala,** Defendant

In pursuance of a judgment granted in the above action, and a warrant of execution issued thereafter, the immovable property listed hereunder shall be sold in execution, without reserve, to the highest bidder on 25 July 1995 at 09:00, at the Magistrate's Court, Mtunzini:

1. (a) *Deeds office description:* Ownership Unit J119, situated in the Township of eSikhawini, District of Ongoye, in extent 548 (five hundred and forty-eight) square metres.

(b) *Property description* (not warranted to be correct):

Single storey block under asbestos roof dwelling comprising of lounge, two bedrooms, kitchen and bathroom. The property is fully electrified and on main sewerage. Zoned residential.

2. The conditions of sale may be inspected at the offices of the Clerk of the Court, Mtunzini, and at the Sheriff's office, 8 Hulley Road, Mtuzini.

Truter James de Ridder, Lincoln's Inn, 1 Victoria Lane, 7 Maxwell Street, Empangeni. [Our Ref. Mr de Ridder/aeh/907/94 (05/k600/907).]

Case 380/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF LOWER TUGELA HELD AT STANGER

In the matter between **The Trustees of the Estate No. 5708/1982 of the late Lutchmanna Moodley,** Execution Creditor, and **Fortune Thamsanqa Mgobhozi,** Execution Debtor

In pursuance of a judgment granted on 17 March 1994, in the Magistrate's Court, Stanger, and under a writ of execution issued thereafter, the immovable property listed under will be sold in execution on Friday, 18 August 1995 at 10:00, at the front entrance of the Magistrate's Court Building, Couper Street, Stanger, to the highest bidder according to the conditions of sale which will be read out by the Sheriff of the Court, Stanger, at the time of the sale:

Description:

1. One third $\frac{1}{3}$ share in and to Lot 70, Charlottedale, situated in the Administrative District of Natal, Province of KwaZulu/Natal, in extent six comma nought seven nought three (6,0703) hectares.

2. Lot 30, Charlottedale, situated in the Administrative District of Natal, Province of KwaZulu/Natal, in extent five comma nine four three seven (5,9437) hectares.

Improvements: Vacant plot.

Physical address: Charlottedale.

Zoning: Agricultural.

Material conditions:

1. The sale shall be subject to the Magistrates' Courts Act No. 32 of 1944 (as amended), and the rules made thereunder.

2. The property shall be sold to the highest bidder at the sale.

3. The purchaser (other than the Execution Creditor's) shall pay a deposit of ten (10%) of the purchase price and the auctioneer's charges in cash or by bank-guaranteed cheque at the time of the sale.

4. The balance of the purchase price is payable against transfer of the property, to be secured by a bank or building society guarantee approved by the Execution Creditors' attorneys and to be furnished within fourteen (14) days after the date of sale.

5. The purchaser shall be liable for payment of interest at the rate of 25% (twenty-five per centum) per annum to the Execution Creditor from the date of sale to the date of registration of transfer.

6. The transfer shall be effected by Laurie C. Smith Incorporated, and the purchaser shall pay all transfer costs, including arrear and current rates, sewerage connection fees (if any), taxes and other charges necessary to effect transfer on request by the said attorneys.

7. The full conditions of sale may be inspected at the offices of the Sheriff of the Court, Stanger.

Dated at Stanger on this 20th day of June 1995.

Messrs Laurie C. Smith Inc., Plaintiff's Attorneys, 22 Jackson Street, P.O. Box 46, Stanger. (Ref. Mr Horton/RK/M.562/Colls.)

Case 43897/94

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

In the matter between **ABSA Bank Limited,** Execution Creditor, and **Sanjeesh Gootham,** First Execution Debtor, and **Mrs Sonitha Gootham,** Second Execution Debtor

In pursuance of judgment granted on 31 August 1994, in the Durban Magistrate's Court and under a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on Tuesday, 25 July 1995 at 14:00, on the front steps of the Magistrate's Court, Somtseu Road, Durban, to the highest bidder:

Description: A certain piece of land being Subdivision 15 (of 1), of Lot 268, Zeekoe Vallei, situated in the City of Durban, Administrative District of Natal, in extent seven hundred and thirty-one (731) square metres.

Postal address: 114 Ringside Place, Sea Cow Lake, Durban.

Improvements: Vacant land.

Town-planning Zoning: Residential.

Special privileges: Nil.

Nothing is guaranteed in these respects.

Material conditions:

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.

2. The purchaser shall pay a deposit of 10% (ten per centum) of the purchase price in cash or by a bank-guaranteed cheque at the time of the sale, the balance against transfer to be secured by a bank or building society guarantee to be approved by the Plaintiff's attorneys to be furnished to the Magistrate's Court Sheriff, within 14 (fourteen) days after the date of sale.

3. If more than one property is to be sold, the properties may be purchased separately, unless this is precluded by the conditions of title or law.

The full conditions may be inspected at the offices of the Sheriff for the Magistrate's Court, 15 Milne Street, Durban, or at our offices.

Dated at Durban this 14th day of June 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/U177/035427/Mrs Chetty). (Docex 71.)

Case 340/92

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

In the matter between **KwaZulu Finance & Investment Corporation Limited,** Plaintiff, and **Thokozani Mesuli Ndlovu,**Defendant

In pursuance of a judgment in the above action, the immovable property listed hereunder will be sold in execution on 26 July 1995 at 10:00, the main south entrance to the Magistrate's Court, Umlazi (near the National flag post), to the highest bidder:

Description: A certain piece of land, being Ownership Unit N60, in extent 4 594 square feet, situated in the Township of Umlazi, represented and described on General Plan BA30/1968, held by virtue of Deed of Grant (no number).

Improvements: A single storey brick/plaster and asbestos dwelling (54 m^2), comprising kitchen, lounge, two bedrooms, bathroom and w.c. Municipal electricity, water supply and sanitation: Local authority. Improvements: Outbuilding (27 m^2).

Nothing is guaranteed in respect of such improvements on the property.

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, Umlazi, or at the offices of Strauss Daly Inc.

Dated at Durban this 13th day of June 1995.

Strauss Daly Inc., Plaintiff's Attorneys, 11th Floor, The Marine, 22 Gardiner Street, Durban. (Ref. Z01886/26.)

Case 3058/94

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

In the matter between **KwaZulu Finance & Investment Corporation Limited,** Plaintiff, and **Ntombizenzele Rose Vilakazi,**Defendant

In pursuance of a judgment granted on 25 April 1994, in the Pinetown Magistrate's Court and under a writ of execution thereafter, the immovable property listed hereunder will be sold in execution on 28 July 1995 at 10:00, the front entrance, Magistrate's Court, 22 Chancery Lane, Pinetown, to the highest bidder:

Description: A certain piece of land, being Ownership Unit D716, in extent 431 square metres, situated in the Township of KwaDabeka, represented and described on General Plan PB358/1984, held by virtue of Deed of Grant 12451.

Improvements: A single storey block/plaster and asbestos dwelling (47 m^2), comprising kitchen, lounge, two bedrooms and w.c. Municipal electricity-ready board; water supply-standpipe and sanitation: Aqua privy.

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, Pinetown, or at the offices of Strauss Daly Inc.

Dated at Durban this 9th day of June 1995.

Strauss Daly Inc., Plaintiff's Attorneys, 11th Floor, The Marine, 22 Gardiner Street, Durban. (Ref. Z23224/26.)

Case 10065/91

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

In the matter between **Nedperm Bank Limited,** Plaintiff, and **Pitlochery Properties CC,** First Defendant, **P. A. Branwhite,** Second Defendant, **W. D. Geach,** Third Defendant, **B. H. Singh,** Fourth Defendant, and **C. G. Singh,** Fifth Defendant

In pursuance of a judgment granted on 1 November 1991, in the Magistrate's Court, Pinetown, and under a warrant of execution re-issued thereafter, the immovable property listed hereunder will be sold in execution on 28 July 1995 at 10:00, in front of the Magistrate's Court Building, 22 Chancery Lane, Pinetown:

Description: Lot 37, Atholl Heights, situated in the Borough of Westville, Administrative District of Natal, in extent 3 491 square metres, held by Deed of Transfer T17211/90.

Physical address: 14 Pitlochery Road, Westville.

Improvements: Double storey, brick dwelling under thatch, seven bedrooms, four bathrooms, kitchen, two lounges, dining-room, two family rooms, three garages, servants' quarters and swimming-pool (the nature, extent, condition and existence of the improvements are not guaranteed and are sold voetstoots).

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.

2. The purchaser shall pay 10% (ten per centum) of the relevant purchase price at the time of the sale, the balance against transfer to be secured by a bank or building society guarantee approved by the Plaintiff's attorneys and to be furnished to the Sheriff within fourteen (14) days after date of sale. 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 centum) of the amount owing to the Execution Creditor, before accepting any bid from such bidder.

3. The full conditions may be inspected at the office of the Sheriff, Pinetown, or at the offices of Dickinson & Theunissen.

Dated at Pinetown on this the 9th day of June 1995.

Dickinson & Theunissen, Plaintiff's Attorneys, Second Floor, Permanent Building, Chapel Street, Pinetown.

Case 4567/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between **NBS Bank Limited,** Plaintiff, and **Hoosen Noor Mahomed,** First Defendant, and **Nooreenneca Noor Mahomed,** Second Defendant

1. In pursuance of a judgment obtained in the above Court on 12 August 1993, and a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 21 July 1995 at 09:00, on the steps of the Magistrate's Court, Moss Street, Verulam.

2. The title deed description is:

(a) Section 17, as shown and more fully described on Sectional Plan ST167/88, in the building or buildings known as Hassandale of which the floor area according to the said sectional plan, is 85 (eighty-five) square metres in extent, situated at Verulam.

(b) An undivided share in the common property in the land or 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 ST167/88 (17) (Unit), subject to the conditions endorsed against the sectional plan.

3. *Improvements:* Brick under tile semi-detached dwelling with hot and cold water consisting of three bedrooms, kitchen, dining-room, lounge, toilet, bathroom with basin and tub, and single garage.

Postal address: Flat 19, Hassandale, Petunia Road, Verulam.

Nothing is guaranteed in the above respects.

3.1 The above sale shall be subject to the terms and conditions of the rules of the above Honourable Court.

3.2 The area in which the property is situated is zoned Residential.

4. *Terms:*

4.1 (10%) ten per centum of purchase price to be paid in cash immediately after the sale.

4.2 The balance of the purchase price is payable against transfer to be secured by a bank or building society guarantee approved by the Execution Creditors' attorneys and to be furnished within 21 (twenty-one) days after the date of sale.

4.3 The purchaser shall be liable for the payment of interest to the Execution Creditor at the rate of 20% (twenty per centum) from date of sale to date of registration of transfer, and to the Bondholder at the prescribed rate of interest as set out in the conditions of sale.

4.4 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 request by the said attorneys.

4.5 The full conditions of sale may be inspected at the offices of the Sheriff for the Supreme Court, Shop 2, Mountview Shopping Centre, corner of Inanda Road and Jacaranda Avenue, Verulam.

Dated at Durban this 13th day of June 1995.

Jackson & Ameen, Attorney for Execution Creditor, Fifth Floor, Fenton House, Fenton Road, Durban. (Ref. Collections/05N011347)

Saak 1161/94

IN DIE LANDDROSHOF VIR DIE DISTRIK UMVOTI GEHOU TE GREYTOWN

In die saak tussen **Tradfurn,** Eiser, en **B. Marimuthu,** trading as Greytown Truck and Car, Verweerder

Ingevolge 'n uitspraak wat gelewer is op 29 Julie 1994, en 'n lasbrief tot geregtelike verkoping daarna uitgereik, sal die ondervermelde goedere aan die hoogste bieder geregtelik verkoop word op 26 Julie 1995 om 11:00, by die Landdroshof, Greytown:

1. (a) *Aktekantoorbeskrywing:* Onderverdeling 2 (van 1) van Perseel 235, geleë in die dorpsgebied Greytown, administratiewe distrik Natal.

1. (b) *Straatadres:* Scottstraat 91B, Greytown.

1. (c) *Eiendombeskrywing* (nie gewaarborg om korrek te wees nie): Woning en buitegebou.

1. (d) *Sonering/Spesiale voorregte om vrystelling:* Spesiale Verblyf-sonering, geen spesiale voorregte of vrystellings.

2. Die voorwaardes van verkoping mag by die kantoor van die Balju van die Hof, te Greytown, geïnspekteer word.

3. Die goedere sal aan die hoogste bieder geregtelik verkoop word.

Gedateer te Greytown op hierdie 1ste dag van Junie 1995.

Van Rooyen & Forder Ingelyf, Pinestraat 123, Posbus 56, Greytown, 3500. (Verw. DS/js 06T012008.)

Case 1161/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF UMVOTI HELD AT GREYTOWN

In the matter between **Tradfurn CC,** Plaintiff, and **B. Marimuthu,** trading as Greytown Truck and Car, Defendant

In pursuance of a judgment on 14 December 1994, and a warrant of execution issued thereafter, the immovable property listed hereunder shall be sold in execution, to the highest bidder on 26 July 1995 at 11:00, at the Magistrate's Court, Greytown:

1. (a) *Deeds office description:* Subdivision 2 (of 1) of Lot 235, Greytown, Administrative District of Natal, in extent 1 505 (one thousand five hundred and five) square metres.

1. (b) *Street address:* 91B Scott Street, Greytown.

1. (c) *Property description* (not warranted to be correct): Subdivision 2 (of 1) of Lot 235, Greytown Township, dwelling-house and outbuilding.

1. (d) *Zoning/Special privileges or exemptions:* Special Residential zoning, no special privileges or exemptions.

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

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

Dated at Greytown on this the 1st day of June 1995.

Van Rooyen & Forder Inc., 123 Pine Street, P.O. Box 56, Greytown, 3500. (Ref. DS/js 06T012008.)

Case 71658/94

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 **Vusumuzi Francis Zungu,** First Defendant, and **Elizabeth Poppy Zungu,** Second Defendant

In pursuance of a judgment of the Magistrate's Court, Durban, dated 27 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/ Mtunzini, on 25 July 1995 at 09:00, in front of the Magistrate's Court Building, Mtunzini, without reserve:

Property description: Site H3286, situated in the Township of Esikhawini, District of Ongoye, in extent 240 (two hundred and forty) square metres, held under Certificate of Right of Leasehold G004643/91, subject to the conditions therein contained.

Physical address of property: Site H3286, Esikhawini.

Zoning of property: Special Residential.

Improvements of property: Plastered wall under tiled roof consisting of three bedrooms, bathroom, lounge and dining-room combined, kitchen, garage and not fenced, but nothing is 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 a deposit of 10% 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, Mtunzini, within fourteen (14) days after the date of the sale.

3. Payment of Value-Added Tax which may be applicable in terms of Act No. 89 of 1991 shall be borne by the purchaser.

4. The purchaser shall be liable for the payment of interest to the Execution Creditor and to the Bondholder/s (if any) from date of sale to date of registration of transfer, as set out in the conditions of sale.

5. Transfer will be effected by the attorneys for the Execution Creditor and the purchaser shall pay all the transfer costs including arrear and current rates, sewerage connection costs, if any, taxes, levies and other charges necessary to effect transfer on request by the said attorneys.

6. The full conditions of sale may be inspected at the offices of the Sheriff for the Magistrate's Court/Mtunzini, 8 Hulley Avenue, Mtunzini.

Dated at Durban this 2nd day of June 1995.

Woodhead Bigby & Irving, Plaintiff's Attorneys, 650 Mansion House, 12 Field Street, Durban. (Ref. AVL/jf:09T3804.A4.)

Case 380/95

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

In the matter between **ABSA Bank Limited,** Plaintiff, and **Peter Rowan Edward,** Defendant

In pursuance of a judgment granted on 13 April 1995 in the Court of the Magistrate, Pinetown, and under a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 28 July 1995 at 10:00, at the front entrance, Magistrate's Court, 22 Chancery Lane, Pinetown:

Description: A certain piece of land being: Lot 246, Waterfall Extension 11, situated in the Town Board of Waterfall and in the Port Natal–Ebhodwe Joint Services Board Area, Administrative District of Natal, in extent 1 820 square metres.

Postal address: 51 Mpushini Avenue, Waterfall, Natal.

Improvements: Brick under tile dwelling, consisting of lounge, dining-room, kitchen, family room, four bedrooms, bath/w.c., bath/w.c./shower and verandah. *Outbuildings:* Staff quarters and w.c./shower.

Town-planning zoning: Special Residential.

Nothing is guaranteed in the above respects.

Material conditions:

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.

2. (a) The purchaser shall pay a deposit of 10% (ten per centum) of the purchase price and the auctioneer's commission immediately after the sale, and the balance (including the payment of the undermentioned interest) against transfer to be secured by a bank or building society guarantee to be furnished to the Sheriff of the Magistrate's Court within 14 days after the sale. The said guarantee shall be approved by the Plaintiff's attorneys.

(b) The purchaser shall be liable for the payment of interest at the rate payable to the Plaintiff at the time of the sale on the amount of the Plaintiff's claim from date of the sale (and in the event of there being any other preferent creditor, then the interest payable upon such preferent creditor's claim) until the date of transfer, both days inclusive.

3. Transfer shall be effected by the attorneys for the Plaintiff and the purchaser shall pay all transfer costs, including arrear and current rates, sewerage connection fees (if any), taxes, VAT, and all other charges necessary to effect transfer on request by the said attorneys.

The full conditions of sale may be inspected at the office of the Sheriff for the Magistrate's Court, 2 Samkit Centre, 62 Caversham Road, Pinetown, and at the offices of David Gardyne & Partners, Eighth Floor, JBS Building, 78 Field Street, Durban.

Dated at Durban on this 9th day of June 1995.

David Gardyne & Partners, Plaintiff's Attorneys, Eighth Floor, JBS Building, 78 Field Street, Durban. (Ref. D. Gardyne/AS/GAL2138.)

Case 5287/94

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

In the matter between **ABSA Bank Limited,** Plaintiff, and **Mike Sellick Trust (Pty) Ltd,** 72/12920/07, Defendant

In pursuance of a judgment granted on 9 March 1995, in the Court of the Magistrate, Pinetown, and under a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 28 July 1995 at 10:00, at the front entrance, Magistrate's Court, 22 Chancery Lane, Pinetown:

Description: A certain piece of land being Lot 36, Crestview, situated in the Township of Waterfall and in the Port Natal–Ebhodwe Joint Services Board Area, Administrative District of Natal, in extent 4 047 square metres.

Postal address: 10 Park Drive, Crestview, Natal.

Improvements: Three separate dwellings on the property all under separate roofs comprising of:

Dwelling one: Brick under tile, lounge/dinging-room, bedroom, bathroom/w.c. and kitchenette.

Dwelling two: Brick under tile, lounge, dining-room, two bedrooms, bathroom/w.c. and full kitchen.

Dwelling three: Brick under asbestos, lounge, kitchenette, bedroom and bathroom/w.c. Swimming-pool, carport, three sides are wire fenced and a one metre high stone wall on the road facing side.

Town-planning zoning: Special Residential.

Nothing is guaranteed in the above respects.

Material conditions:

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.

2. (a) The purchaser shall pay a deposit of 10% (ten per centum) of the purchase price and the auctioneer's commission immediately after the sale, and the balance (including the payment of the undermentioned interest) against transfer to be secured by a bank or building society guarantee to be furnished to the Sheriff of the Magistrate's Court within 14 days after the sale. The said guarantee shall be approved by the Plaintiff's attorneys.

(b) The purchaser shall be liable for the payment of interest at the rate payable to the Plaintiff at the time of the sale on the amount of the Plaintiff's claim from date of the sale (and in the event of there being any other preferent creditor, then the interest payable upon such preferent creditor's claim) until the date of transfer, both days inclusive.

3. Transfer shall be effected by the attorneys for the Plaintiff and the purchaser shall pay all transfer costs, including arrear and current rates, sewerage connection fees (if any), taxes, VAT, and all other charges necessary to effect transfer on request by the said attorneys.

The full conditions of sale may be inspected at the office of the Sheriff for the Magistrate's Court, 2 Samkit Centre, 62 Caversham Road, Pinetown, Natal, and at the offices of David Gardyne & Partners, Eighth Floor, JBS Building, 78 Field Street, Durban.

Dated at Durban on this 6th day of June 1995.

David Gardyne & Partners, Plaintiff's Attorneys, Eighth Floor, JBS Building, 78 Field Street, Durban. (Ref. D. Gardyne/AS/GAL2068.)

Case 10615/91

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

In the matter between **KwaZulu Finance & Investment Corporation Limited,** Plaintiff, and **Koko Robert Ndlovu,** Defendant

In pursuance of judgment granted on 16 October 1992, in the Pinetown Magistrate's Court and under a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 28 July 1995 at 10:00, the front entrance, Magistrate's Court, 22 Chancery Lane, Pinetown, to the highest bidder:

Description: A certain piece of land, being Ownership Unit D735, in extent 300 square metres, situated in the Township of kwaDabeka, represented and described on General Plan 328/1984, held by virute of Deed of Grant 00012129.

Improvements: A single storey block and asbestos dwelling (37 m^2), comprising of kitchen, lounge and bedroom. Municipal Water Supply, Local Authority, Sanitation-Pitlatrine.

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, Pinetown, or at the offices of Strauss Daly Inc.

Dated at Durban this 1st day of June 1995.

Strauss Daly Inc., Plaintiff's Attorneys, 11th Floor, The Marine, 22 Gardiner Street, Durban. (Ref. Z78974/26.)

Case 14546/93

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

In the matter between **KwaZulu Finance & Investment Corporation Limited,** Plaintiff, and **Nkosinathi Emmanuel Mdletshe,** Defendant

In pursuance of judgment granted on 25 January 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 28 July 1995 at 10:00, the front entrance, Magistrate's Court, 22 Chancery Lane, Pinetown, to the highest bidder:

Description: A certain piece of land, being Ownership Unit D936, in extent 319 square metres, situated in the Township of kwaDabeka, represented and described on General Plan 328/1984, held by virute of Deed of Grant 00008025.

Improvements: A single storey block and asbestos dwelling (47 m^2), 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, Pinetown, or at the offices of Strauss Daly Inc.

Dated at Durban this 5th day of June 1995.

Strauss Daly Inc., Plaintiff's Attorneys, 11th Floor, The Marine, 22 Gardiner Street, Durban. (Ref. Z21544/26.)

Case 202/95

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

In the matter between **NBS Bank Limited** (Reg. No. 87/01384/06), Plaintiff, and **Gengamma Gramany,** Defendant

In pursuance of a judgment granted on 21 February 1995, in the above action and under a writ of execution issued thereafter, the immovable property listed hereunder shall be sold in execution to the highest bidder on 25 July 1995 at 10:00, at the front entrance to the Magistrate's Court, Chatsworth:

Description: Subdivision 4281 (of 4240) of Lot 107, Chatsworth, situated in the City of Durban, Administrative District of Natal, in extent 233 square metres.

Address: Road 721, House 318, Unit 7, Chatsworth.

Improvements: 1 semi detached double storey block under asbestos roof dwelling, comprising of three bedrooms, lounge, kitchen, toilet and bathroom.

1. (a) The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.

(b) The property shall be sold without reserve to the highest bidder.

2. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price and the auctioneer's commission in cash immediately after the sale and the balance to be secured by a bank or building society guarantee.

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

Jackson & Ameen, Plaintiff's Attorneys, Fifth Floor, Fenton House, Fenton Road, Durban. (Ref. COLLS/P. Murugan/05N011635.)

Case 2610/94

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

In the matter between **Allied Bank** (a Division of ABSA Bank Limited, No. 86/04794/06), Plaintiff, and **Ntobeko Derrick Mkhuanazi,** Defendants

In pursuance of a judgment in this action the following immovable property shall be sold in execution on Wednesday, 26 July 1995 at 10:00, in front of the Magistrate's Court, South Entrance, under the Flag Pole, Umlazi, to the highest bidder:

Section No. Ownership Unit 453, Township of Umlazi-U, District of Umlazi, as more fully shown on General Plan BA83/1976, held by me under Deed of Grant G7236/86, dated 31 July 1986, and in respect of which Deed of Grant transfer was registered to me on 6 May 1988, in extent 330 (three hundred and thirty) square metres, situated at Unit U453, Umlazi, Umlazi Township.

Improvements: Brick plastered dwelling-house with asbestos roof, consisting of two bedrooms, bathroom, kitchen, dining-room, electricity and fenced.

Town-planning: Zoning: Residential. Special privileges: Nil.

Nothing is guaranteed in these respects.

Material conditions:

1. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price in cash at the time of the sale, the balance against transfer to be secured by a bank or building society guarantee to be approved by the Plaintiff's attorneys to be furnished within 14 (fourteen) days after the date of sale.

2. Transfer shall be affected by the attorneys of the Plaintiff and the purchaser shall pay all the transfer costs, including transfer duty, current and any arrear rates, and other necessary charges to effect transfer upon request by the said attorneys.

3. The full conditions may be inspected at the offices of the Sheriff of the Court, Umlazi, or at our offices.

Meumann & White, Plaintiff's Attorneys, Fourth Floor, Founders House, 15 Parry Road, Durban, 4001. (Ref. L. Theron/028156.)

Case 3001/95

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 **Wesley Barrington Joshua,** First Defendant, and **Estelle Jeanette Joshua,** 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, 28 July 1995 at 10:00:

Description: Remainder of Subdivision 11 (of 1) of Lot 33, Duikerfontein, situated in the City of Durban, Administrative District of Natal, measuring 1 033 (one thousand and thirty-three) square metres, held under Deed of Transfer T12248/1982.

Physical address: 127 Sentinel Avenue, Greenwood Park, Natal. *Zoning:* Special Residential.

The property consists of the following:

Single storey brick under tile roof dwelling comprising: Entrance hall/porch, lounge, dining-room, kitchen, three bedrooms, bathroom, bathroom/toilet and toilet. There are no outbuildings. (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 commision 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 Sales Room, 15 Milne Street, Durban, Natal.

Dated at Durban this 13th day of June 1995.

Goodrickes, Plaintiff's Attorneys, 24th Floor, 320 West Street, Durban, 4001. (Ref. J. A. Allan/S.8420/mvr.)

Case 10343/94

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

In the matter between **ABSA Bank Limited,** Plaintiff, and **Sihle Arthur Nzama,** Defendant

In pursuance of a judgment granted on 27 October 1994 in the Court of the Magistrate, Pinetown, and under a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 28 July 1995 at 10:00, at the Front Entrance, Magistrate's Court, 22 Chancery Lane, Pinetown:

Description: A certain piece of land being: Lot 6148, Pinetown Extension 59, situated in the Borough of Pinetown and in the Port Natal–Ebhodwe Joint Services Area, Administrative District of Natal, in extent 1 066 square metres; *postal address:* 12 Bryant Road, Caversham Glen, Pinetown.

Improvements: Brick under tile dwelling, two bedrooms, bathroom/toilet, lounge/dining-room, kitchen, tarred drive and fenced. *Town-planning zoning:* Special Residential 1.

Nothing is guaranteed in the above respects.

Material conditions:

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.

2. (a) The purchaser shall pay a deposit of 10% (ten per centum) of the purchase price and the auctioneer's commission immediately after the sale, and the balance (including the payment of the undermentioned interest) against transfer to be secured by a bank or building society guarantee to be furnished to the Sheriff of the Magistrate's Court within 14 days after the sale. The said guarantee shall be approved by the Plaintiff's attorneys.

(b) The purchaser shall be liable for the payment of interest at the rate payable to the Plaintiff at the time of the sale on the amount of the Plaintiff's claim from date of the sale (and in the event of there being any other preferent creditor, then the interest payable upon such preferent creditor's claim) until the date of transfer, both days inclusive.

3. Transfer shall be effected by the attorneys for the Plaintiff and the purchaser shall pay all transfer costs, including arrear and current rates, sewerage connection fees (if any), taxes, VAT, and all other charges necessary to effect transfer on request by the said attorneys.

The full conditions of sale may be inspected at the office of the Sheriff for the Magistrate's Court, 2 Samkit Centre, 62 Caversham Road, Pinetown, and at the offices of David Gardyne & Partners, Eighth Floor, JBS Building, 78 Field Street, Durban.

Dated at Durban on this 5th day of June 1995.

David Gardyne & Partners, Plaintiff's Attorneys, Eighth Floor, JBS Building, 78 Field Street, Durban. (Ref. D. Gardyne/AS/GAL2170.)

Case 224/94

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 **Sundaram Govender,** Defendant

In pursuance of a judgment in the Supreme Court of South Africa (Durban and Coast Local Division), dated 23 August 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, Stanger, on Friday, 21 July 1995 at 10:00, at the front entrance to the Magistrate's Court Building at Couper Street, Stanger, to the highest bidder without reserve:

Property description:

(a) Subdivision 81 (of 32) of the farm Dire Fonteinen 1127, situated in the Administrative District of Natal in extent 4,8562 (four comma eight five six two) hectares. *Main house:* Two asbestos rooms (store and change room). *Physical address:* 1127 Drie Fonteinen Farm, Tongaat, Natal. *Town-planning zoning:* Agricultural land.

Material conditions and terms:

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 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 No. 89 of 1991, shall be borne by the purchaser.

4. The purchaser shall be liable for the payment of interest to the Execution Creditor and to the bondholder/s (if any) from date of sale to date of registration of transfer, as set out in the conditions of sale.

5. Transfer will be effected by the attorneys for the Execution Creditor and the purchaser shall pay all the transfer costs including arrear and current rates, sewerage connection costs (if any), taxes, levies and other charges necessary to effect transfer on request by the said attorneys. The Court Sheriff shall not be obliged to point out any boundaries, pegs or beacons in respect of the property.

6. The full conditions of sale may be inspected at the offices of the Sheriff of the Supreme Court Stanger, 116 Couper Street, Stanger.

Dated at Durban this the 12th day of June 1995.

Jacobs & Partners, Plaintiff's Attorneys, 1401 Escoval House, 437 Smith Street, Durban. (Ref. PDJ/BS/A93:152.)

Case 85068/94

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

In the matter between **Body Corporate of Lall Place No. 2,** Execution Creditor, and **Wiseman Hlela,** Execution Debtor

In pursuance of a judgment in the Magistrate's Court of Durban, held at Durban, dated 19 January 1995 and a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 27 July 1995 at 14:00, in front of the Magistrate's Court-house, Somtseu Road, Durban, to the highest bidder:

Property description:

(a) Section 3 as shown and more fully described on Sectional Plan SS440/1992 in the scheme known as Lall Place 2, 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 sectional plan is 61 (sixty-one) square metres in extent; and

(b) an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan; held under Deed of Transfer ST3325/1994. *Postal address:* Unit 3, 2 Lall Place, Bonela.

Improvements: A duplex with tiled roof comprising three bedrooms, lounge, open plan kitchen, toilet, and bathroom (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 15,5% (fifteen comma 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), current and arrear levies due to the Body Corporate (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, Durban Central, Second Floor, Stafmeyer House, Beach Grove, Durban.

Dated at Durban this 12th day of June 1995.

Shepstone & Wylie, Execution Creditor's Attorneys, Scotswood, 37 Aliwal Street, Durban. (Ref. C:/LJB/Sale/M32043.)

Case 9833/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between **Riol CC,** trading as Thrutainers International, Plaintiff, and **Shabir Mohamed Esoop** (also known as Essop) **& Another**, Defendant

In the pursuance of judgment granted in the Supreme Court of South Africa (Durban and Coast Local Division) dated 27 February 1995 and a writ of execution issued thereafter, the immovable property listed hereunder shall be sold in execution to the highest bidder on 25 July 1995 at 10:00, at the Chatsworth Magistrate's Court, Justice Street, Unit 5, Chatsworth:

Property description: Lot 1482 (Ext 1), situated in the Development Area of Shallcross, Administrative District of Natal, Province of KwaZulu/Natal, in extent four hundred and sixty-five (465) square metres, is held by Mohamed Shabir Essop and Mariam Bibi Essop, married to each other in community of property, under Bond B34437/90 and under Deed of Transfer T31537/90. *Postal address:* 89 Peak Street, Shallcross, Chatsworth.

Improvements: One brick under tile roof dwelling comprising of three bedrooms, lounge, kitchen, toilet/bathroom, verandah, carport and yard—paved and fenced. (The nature, extent, condition and existence of the improvements are not guaranteed, and are sold voetstoots.)

Town-planning zoning: Residential.

Nothing is guaranteed in the above respects.

Conditions:

1. The sale shall be subject to the terms and conditions of the Supreme Courts Act and the rules made thereunder.

2. (a) The purchaser (other than the Execution Creditor) shall pay a deposit of 10% (ten per centum) of the purchase price in cash at the time of the sale as well as the Sheriff's charges. Immediately after the sale, and the balance against transfer to be secured by a bank or building society guarantee to be furnished to the Sheriff for the Supreme Court of the Court within fourteen (14) days after the sale to be approved by the Plaintiff's attorneys.

2. (b) The purchaser shall be liable for payment of interest at the rate as set from time to time by the bondholder (Standard Bank of South Africa 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 Mortgage Bond/s on the respective amounts of the awards to the Execution Creditor and to the Bondholder/s in the plan of distribution from the date of sale to date of transfer.

3. Transfer shall be effected by the attorneys of the Plaintiff and the purchaser shall pay the transfer dues, including transfer duty, current and any arrear rates and other necessary charges to effect transfer upon request by the said attorneys.

The full conditions of sale may be inspected at the offices of the Sheriff for the Supreme Court, Chatsworth, 6 Gosai Centre, 56 Greendale Road, Silverglen, Chatsworth.

Dated at Durban on this 21st day of June 1995.

Du Toit, Havemann & Krog, Ground Floor, Stafmayer House, Beach Grove, Durban. (RSP) (04/T127/0002.)

Case 242/94

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 **Devaraj Govender,** First Defendant, and **Indrani Govender,** Second Defendant

In pursuance of a judgment granted in the Supreme Court of South Africa (Durban and Coast Local Division), under writ of execution issued thereafter, the immovable property listed hereunder will be sold to the highest bidder without reserve at the entrance to the Magistrate's Court Building, Unit 5, Justice Street, Chatsworth, on Thursday, 25 July 1995 at 10:00:

Description: Subdivision 452 of 3178 of Chat Two of the farm Chatsworth 834, situated in the City of Durban, Administrative District of Natal, in extent one hundred and eighty-six (186) square metres, held under Deed of Transfer T2397/1980. *Physical address:* 21 Sandlewood Grove, Westcliff, Chatsworth, Natal. *Zoning:* Special Residential.

The property consists of the following: Brick/block under asbestos roof dwelling comprising three bedrooms, study, lounge, dining-room, kitchen, toilet/shower, toilet/bathroom, verandah and driveway—fenced.

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, 4 Gosai Centre, 56 Greendale Road, Silverglen, Chatsworth, Natal.

Dated at Durban this 6th day of June 1995.

Goodrickes, Plaintiff's Attorneys, 24th Floor, 320 West Street, Durban, 4001. (Ref. J. A. Allan/S.5809/mvr.)

Case 2811/94

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 **Thembinkosi Pius Mchunu,** Defendant

In pursuance of a judgment of the Supreme Court of South Africa (Durban and Coast Local Division), in the above-mentioned suit, a sale will be held by the Sheriff, Durban Central, in front of the Supreme Court-house, Masonic Grove, Durban, on Friday, 21 July 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 2 of Lot 359, Sea View, situated in the City of Durban, Administrative District of Natal, in extent one thousand and one (1 001) square metres and held under Deed of Transfer T31117/93. *Street address:* 69 Redhill Road, Sea View, Durban.

Improvements: A single storey brick and tile dwelling consisting of lounge/dining-room, kitchen, three bedrooms, bathroom and store-room. *Zoning:* Special Residential (nothing guaranteed).

Full conditions of sale may be inspected at the office of the Sheriff: Supreme Court, 21 Stafmayer House, Beach Grove, Durban. (Tel. 305-8444.)

Dated at Durban this 7th day of June 1995.

Livingston Leandy Incorporated, Plaintiff's Attorneys, 10th Floor, First National Bank Building, corner of Smith and Field Streets, Durban. (Ref. G. A. Pentecost.)

Case 2223/95

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 **Neshene Investments CC,** First Defendant, and **Dhyanaseva Mariah,** 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, 28 July 1995 at 10:00:

Description: Section 1 as shown and more fully described on Sectional Plan SS428/1993 in the scheme known as Kalbarri 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 94 (ninety-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 ST7891/94; and

Section 65 as shown and more fully described on Sectional Plan SS428/1993 in the scheme known as Kalbarri 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 17 (seventeen) 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 ST7891/94; and

an exclusive use area described as Park 1, measuring 13 (thirteen) square metres being as such part of the common property, comprising the land and the scheme known as Kalbarri in respect of the land and the building or buildings situated at Durban, as shown and more fully described on Sectional Plan SS428/93 held under Notarial Deed of Cession SK1753/94. *Physical address:* 1 Kalbarri, 7 Bradley Road, Umgeni Park, Natal. *Zoning:* Special Residential.

The property consists of the following:

Duplex comprising: Lounge, dining-room, three bedrooms, bathroom, two toilets, kitchen, shower and patio. *The outbuildings comprise:* Garage. (Nothing in this regard is guaranteed.)

1. The sale shall be subject to the terms and conditions of the Supreme Courts Act and the rules made thereunder.

2. The purchaser shall pay a deposit of 10% (ten per 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 Sales Room, 15 Milne Street, Durban, Natal.

Dated at Durban this 8th day of June 1995.

Goodrickes, Plaintiff's Attorneys, 24th Floor, 320 West Street, Durban, 4001. (Ref. J. A. Allan/S.8359/mvr.)

Case 439/95

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT SHEPSTONE HELD BY PORT SHEPSTONE

In the matter between **Eskom Finance Company (Proprietary) Limited,** Execution Creditor, and **Nyamgayezizwe Joshua Chiya,** Execution Debtor

In pursuance of a judgment in the Magistrate's Court of Port Shepstone, held at Port Shepstone, dated 14 March 1995 and a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 28 July 1995 at 09:00, on the steps of Magistrate's Court, Port Shepstone, to the highest bidder:

Property described: Ownership Unit A861, in the Township of Gamalakhe, District of Izingolweni, measuring 446 square metres, represented and described on General Plan PB15/1970. *Postal address:* Stand A 861 Gamalakhe Township.

Improvements: Tiled roof dwelling with brick walls comprising two bedrooms, lounge, kitchen and bathroom with 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, 20 Riverview Road, Sunwich Port, Port Shepstone, and interested parties are asked to contact the Execution Creditor who may be prepared to grant loan facilities to an approved purchaser.

Dated at Durban this 9th day of June 1995.

Shepstone & Wylie, Execution Creditor's Attorneys, 37 Aliwal Street, Durban. (Ref. C:/Eskom/Sale/E61.)

Case 4422/93

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 **Fanana Christopher Mkhize,** Defendant

In pursuance of a judgment of the Court of the Magistrate Pietermaritzburg dated 10 March 1993 the writ of execution dated 10 March 1995 the immovable property listed hereunder will be sold in execution on Friday, 21 July 1995 at 11:00, at the Sheriff's Sale Room, 277 Berg Street, Pietermaritzburg, to the highest bidder:

Site 323, Unit N, in the Township of Edendale, District of Pietermaritzburg, in extent 37 square metres and held by Deed of Grant 00012892.

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 insofar 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 20,25% (twenty comma two five per centum) per annum to date of payment.

4. The full conditions of sale which will be read out by the Sheriff of the Magistrates' 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/487/gd.)

Case 441/95

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 **Zwelibi Caiphas Dlamini,** Execution Debtor

In pursuance of a judgment in the Magistrate's Court of Estcourt, held at Estcourt, dated 20 April 1995 and a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 25 July 1995 at 10:00, in front of the Magistrate's Court Building, Estcourt, to the highest bidder:

Property description: Ownership Unit B479, in the Township of Wembezi, District of Okhahlamba, measuring 300 square metres, represented and described on General Plan PB240/1979.

Postal address: Site B479, Wembezi Township, Estcourt.

Improvements: One brick building under tile roof comprising three bedrooms, dining-room, lounge, kitchen, toilet and bathroom (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 1994, as amended, 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 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 17,25% (seventeen comma two five per cent) 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 7th day of June 1995.

Shepstone & Wylie, Execution Creditor's Attorneys, Scotswood, 37 Aliwal Street, Durban. (Ref. C:/Eskom/Sale/E53.)

Case 3947/92

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

In the matter between **KwaZulu Finance & Investment Corporation Limited,** Plaintiff, and **Vusumuzi John Zuma,** Defendant

In pursuance of judgment granted on 18 August 1992 in the Pinetown Magistrate's Court, and under a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 28 July 1995 at 10:00, the front entrance, Magistrate's Court, 22 Chancery Lane, Pinetown, to the highest bidder:

Description: A certain piece of land, being Ownership Unit D853, in extent 300 square metres, situated in the Township of kwaDabeka, represented and described on General Plan 328/1984, held by virtue of Deed of Grant 00011164.

Improvements: A single storey block and asbestos dwelling (37 m^2) comprising of kitchen, lounge and bedroom. Water supply—communal and sanitation-pitlatrine.

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, Pinetown, or at the offices of Strauss Daly Inc.

Dated at Durban this 1st day of June 1995.

Strauss Daly Inc., Plaintiff's Attorneys, 11th Floor, The Marine, 22 Gardiner Street, Durban. (Ref. Z05027/26.)

Case 29/95

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

In the matter between **First National Bank,** Plaintiff, and **Cyril Bheki Ngema,** Defendant

In pursuance of a judgment granted on 14 February 1995 in the above Court, and writ of execution issued thereafter, the immovable property listed hereunder shall be sold in execution to the highest bidder on 25 July 1995 at 09:00, at the Magistrate's Court, Mtunzini:

1. (a) *Deeds office description:* Ownership Unit H3901, in extent 584 (five hundred and eighty-four) square metres, situated in the Township of eSikhawini, District of Ongoye.

(b) *Street address:* H3901 eSikhawini Township.

(c) *Property description* (not warranted to be correct): Improvements: Single storey brick under tile roof dwelling comprising of two (2) bedrooms, kitchen, lounge/dining-room and a bath, toilet.

(d) *Zoning/special privileges or exemptions:* Special Residential zoning, no special privileges of exemptions.

2. The conditions of sale may be inspected at the office of the Clerk of the Court, Magistrate, Mtunzini, and at the office of the Sheriff of the Magistrate's Court, at 8 Hulley Street, Mtunzini.

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

Dated at Empangeni this 14th day of June 1995.

Mngadi & Mthembu, Judgment Creditor's Attorneys, Ground Floor, Sugar House, 52 Main Street, P.O. Box 2035, Emapangeni. (Ref. Mr Mngadi/ass/94/160C.)

Case 30793/94

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 **Arunagari David,** First Defendant, and **Parvathy David,** Second Defendant

In pursuance of a judgment granted on 16 June 1994 in the above action and under a writ of execution issued thereafter, the immovable property listed hereunder shall be sold in execution to the highest bidder on 25 July 1995 at 14:00, at the front entrance to the Magistrate's Court, Somtseu Road, Durban:

Description: Subdisivison 52 of Lot 328, Zeekoe Vallei, situated in the City of Durban, Administrative District of Natal, in extent 719 square metres.

Address: 14 Barfield Place, Bakerville Gardens, Bakerville.

Improvements: Dwelling consisting of brick and tile, lock-up garage, swimming-pool, dining-room and lounge, kitchen, prayer room, guest toilet, two bedrooms and main en suite shower, toilet, bathroom, toilet and wash basin.

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, Durban.

Jackson & Ameen, Plaintiff's Attorneys, Fifth Floor, Fenton House, Fenton Road, Durban. (Ref. COLLS/P. Murugan/05N011553.)

Case 1814/95

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

In the matter between **NBS Bank Limited,** Plaintiff, and **Ntombikude Constance Maphanga,** Defendant

In pursuance of a judgment of the Court of the Magistrate of Newcastle, and a writ of execution dated 17 May 1995, the undermentioned property will be sold in execution on 26 July 1995 at 10:00, at the front entrance of the Magistrate's Court, Newcastle, namely:

Lot 6133, Newcastle Extension 34, situated in the Borough of Newcastle, Province of Natal.

The property is improved, but nothing is guaranteed. The conditions of sale may be inspected at the office of the Sheriff of the Magistrate's Court at 36 York Road, Newcastle.

The conditions are mainly the following:

(1) The purchase price is payable in cash or guaranteed cheque immediately after conclusion of the auction.

(2) The property is sold voetstoots and subject to the conditions of the deed of grant.

Dated at Newcastle this 6th day of June 1995.

V. R. H. Southey, for Hopkins & Southey, Attorneys for Plaintiff, 80 Harding Street, Newcastle.

Case 1819/95

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

In the matter between **NBS Bank Limited,** Plaintiff, and **Leonard Gustaff Zondi,** Defendant

In pursuance of a judgment of the Court of the Magistrate of Newcastle, and writ of execution dated 17 May 1995, the undermentioned property will be sold in execution on 26 July 1995 at 10:00, at the front entrance of the Magistrate's Court, Newcastle, namely:

Lot 2907, Newcastle Extension 7, situated in the Borough of Newcastle, Province of Natal.

The property is improved, but nothing is guaranteed. The conditions of sale may be inspected at the office of the Sheriff of the Magistrate's Court at 36 York Road, Newcastle.

The conditions are mainly the following:

(1) The purchase price is payable in cash or guaranteed cheque immediately after conclusion of the auction.

(2) The property is sold voetstoots and subject to the conditions of the deed of grant.

Dated at Newcastle this 6th day of June 1995.

V. R. H. Southey, for Hopkins & Southey, Attorneys for Plaintiff, 80 Harding Street, Newcastle.

Case 2629/94

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

In the matter between **Albert Mazibuko,** Plaintiff, and **Mrs P. C. Nkumane,** Defendant

In pursuance of a judgment of the Court of the Magistrate of Newcastle, and a writ of execution dated 17 October 1994, the undermentioned property will be sold in execution on 26 July 1995 at 10:00, at the front entrance of the Magistrate's Court, Newcastle, namely:

A certain Unit F58, Madadeni, District of Newcastle.

The property is improved, but nothing is guaranteed. The conditions of sale may be inspected at the office of the Sheriff of the Magistrate's Court at 36 York Road, Newcastle.

The conditions are mainly the following:

(1) The purchase price is payable in cash or guaranteed cheque immediately after conclusion of the auction.

(2) The property is sold voetstoots and subject to the conditions of the deed of grant.

Dated at Newcastle this 20th day of June 1995.

V. R. H. Southey, for Hopkins & Southey, Attorneys for Plaintiff, 80 Harding Street, Newcastle.

Case 364/93

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

In the matter between **KwaZulu Finance & Investment Corporation Limited,** Plaintiff, and **Themba Maseko,** Defendant

In pursuance of a judgment in the above action, the immovable property listed hereunder will be sold in execution on 26 July 1995 at 10:00, the Main South Entrance to the Magistrate's Court, Umlazi (near the National Flag Post) to the highest bidder:

Description: A certain piece of land, being Ownership Unit B119, in extent 330 square metres, situated in the Township of Umlazi, represented and described on General Plan PB 409/1984, held by virtue of Deed of Grant G1189/87.

Improvements: A single storey block/plaster and tile dwelling (73,04 m^2), comprising kitchen, dining-room, lounge, three bedrooms, bathroom and w.c. Municipal electricity, water supply and sanitation: Local Authority. *Improvements:* Garage (20,35 m^2), verandah (8 m^2), retaining walls and burglar bars.

Nothing is guaranteed in respect of such improvements on the property.

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, Umlazi, or at the offices of Strauss Daly Inc.

Dated at Durban this 20th day of June 1995.

Strauss Daly Inc., Plaintiff's Attorneys, 11th Floor, The Marine, 22 Gardiner Street, Durban. (Ref. Z13108/26.)

Case 381/95

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KLIP RIVER HELD AT LADYSMITH

In the matter between **Natal Building Society Limited,** Plaintiff, and **Mr Christian Hattingh Venter,** Defendant

In pursuance of a judgment granted in the above Honourable Court on 7 March 1995 and a warrant of execution, the undermentioned property will be sold in execution on Tuesday, 25 July 1995 at 10:00, in front of the Magistrate's Court, Ladysmith:

Subdivision 13 (of 2) of Lot 4560, Ladysmith, 78 Carbineer Road, Ladysmith, situated in the Borough of Ladysmith, Administrative District of Natal and in extent one thousand nine hundred and seventy-five (1 975) square metres, and in terms of the Deed of Transfer T24551/1988.

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

Zoning: Residential.

Improvements (the accuracy hereof is not guaranteed): Vacant lot.

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 25 July 1995 at 10:00, at the Magistrate's Court, Ladysmith.

2. The property shall be sold without reserve to the highest bidder, provided that the Sheriff may, with the consent of the Judgment Creditor, refuse any bid. No bid less than R100 in value above the preceding bid shall be accepted by the Sheriff.

3. The purchase price shall be paid as to 10% (ten per cent) deposit of the purchase price upon conclusion of the sale and the balance to be secured within 14 (fourteen) days.

4. The Plaintiff, the Defendant and the Sheriff gives no warranty as to the state of the property sold. The property is deemed to have been purchased voetstoots.

5. The full conditions of sale applicable can be inspected at the offices of Plaintiff's attorneys, or the Sheriff, Ladysmith.

Dated at Ladysmith on this 23rd day of June 1995.

Maree & Pace, Attorney for Plaintiff, 72 Queen Street, Ladysmith, 3370. (Ref. Mr Swanepoel/CNO306.)

Case 263/95

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

In the matter between **NBS Bank Limited,** Plaintiff, and **Bhekinkosi Mqapheli Mlambo,** First Defendant, and **Lindiwe Evangeline Mlambo,** Second Defendant

In pursuance of a judgment granted on 23 May 1995 in the above Court, and a writ of execution issued thereafter, the immovable property listed hereunder shall be sold in execution, to the highest bidder on 25 July 1995 at 09:00, at the Magistrate's Court, Mtunzini:

1. (a) *Deeds office description:* Site H2759, situated in the Township of eSikhawini, District of Ongoye, in extent measuring three hundred and thirty-eight (338) square metres in extent.

1. (b) *Street address:* H2759, eSikhawini.

1. (c) *Improvements* (not warranted to be correct): Single-storey dwelling consisting of three bedrooms (one on suite with dressing-room), bathroom, open plan kitchen with serving hatch, lounge, dining-room and garage.

1. (d) *Zoning/special privileges or exemptions:* Special Residential zoning, no special privileges or exemptions.

2. The conditions of sale may be inspected at the office of the Sheriff of the Magistrate's Court, 8 Hulley Street, Mtunzini.

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

Dated at Empangeni this 23rd day of June 1995.

Schreiber Smith Attorneys, Yellowood Lodge, Norman Tedder Lane, Empangeni, 3880. (Ref. Mr Rohrs/kr/09/N9054/95.)

Case 18226/95

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

In the matter between **First National Bank of Southern Africa Ltd,** Plaintiff, and **Lynette Crouch,** Defendant

In pursuance of a judgment in the Court of the Magistrate, Durban, on 9 May 1995 and a writ of execution, the following immovable property will be sold in execution on Thursday, 27 July 1995 at 10:00, at the north entrance to the Magistrate's Court, corner of Sometsu Road and Stanger Street, Durban, to the highest bidder, namely:

Subdivision 8 of Lot 970, Kingsburgh, situated in the Borough of Kingsburgh, and in the Port Natal-Ebodwe Joint Services Board, Administrative District of Natal, in extent 2 013 (two thousand and thirteen) square metres, held under Deed of Transfer T21821/90.

Address: 13 Dimple Lea Road, Warner Beach.

Improvements: Single storey brick under iron roof house, comprising three bedrooms, two lounges, laundry, double garage and pool.

Nothing in the above is guaranteed.

The full conditions of sale may be inspected at the office of the Sheriff, Durban South, 101 Lejatong Building, 40 St George's Street, Durban.

Summary of material conditions:

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and rules and the property is sold voetstoots.

2. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price and the commission plus VAT due to the Sheriff on the day of the sale and the balance against transfer to be secured by a bank or building society guarantee within 21 days of the date of sale.

3. The purchaser shall pay interest to the above Plaintiff at the rate of 17,25% (seventeen comma two five per cent) on the amount due by the Defendant from the date of sale to the date of transfer.

4. The purchaser shall pay the costs of transfer, all arrear rates and taxes, sanitary fees, licenses outstanding, municipal loans and interest thereon and insurance premiums falling due after the date of sale.

D. G. Gifford, Plaintiff's Attorney, 2 Burnside, 1 Builders Way, Hillcrest. (Ref. F100/1984.)

Case 1386/94

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

In the matter between **KwaZulu Finance & Investment Corporation Limited,** Plaintiff, and **Otrinah Zandile Ntshangase,** Defendant

In pursuance of a judgment granted on 2 August 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 28 July 1995 at 10:00, the front entrance, Magistrate's Court, 22 Chancery Lane, Pinetown, to the highest bidder:

Description: A certain piece of land, being Ownership Unit D916, in extent 300 square metres, situated in the Township of KwaDabeka, represented and described on General Plan 328/1984, held by virtue of Deed of Grant 00008007.

Improvements: A single storey brick/plaster and asbestos dwelling (54 m^2), comprising 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, Pinetown, or at the offices of Strauss Daly Inc.

Dated at Durban this 23rd day of June 1995.

Strauss Daly Inc., Plaintiff's Attorneys, 11th Floor, The Marine, 22 Gardiner Street, Durban. (Ref. Z22939/26.)

Case 14247/95

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

In the matter between **NBS Bank Limited,** Execution Creditor, and **Hendrik Johannes Botha,** Execution Debtor

In pursuance of a judgment in the Magistrates' Court, Durban, and writ of execution dated 3 April 1995, the immovable property listed hereunder will be sold in execution on 27 July 1995 at 14:00, in front of the Magistrate's Court-house, Somtsue Street, Durban, to the highest bidder:

Description:

A unit consisting of:

(a) Section 58 as shown and more fully described on Sectional Plan SS40/1984, in the scheme known as Steven Park in respect of the land and building or buildings situated at Durban, City of Durban of which the floor area, according to the said sectional plan is 56 (fifty-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 ST5509/93.

The immovable property is situated at Flat 124, Steven Park, South Beach Avenue, Durban.

Zoning: Special Residential.

Improvements: A flat with lounge/dining-room, bedroom, bathroom and toilet.

NB: Nothing is guaranteed.

Municipal electricity and water supply: Local authority.

Possession: Vacant possession is not guaranteed.

Premises are occupied at present.

Material conditions of sale:

1. The sale is subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, as amended, and the rules 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 centum) of the purchase price in cash, immediately on the property being knocked down to the purchaser; the balance against registration of transfer and to be secured by a bank or building society guarantee to be approved by the Judgment Creditor's attorneys and furnished to the Sheriff of the Court within 14 (fourteen) days after the date of sale.

3. The purchaser shall be liable for the commission on the sale, which amount shall be paid to the Sheriff of the Court immediately the property is knocked down to the purchaser.

4. The purchaser to pay all costs of transfer, transfer dues arrear rates, current rates and costs of cancellation 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 Magistrates' Court, Durban Central, 21 Stafmeyer House, Beach Grove, Durban, telephone number 305-8444 (Ref. J. R. Maree.)

Dated at Durban this 20th day of June 1995.

Chapman Dyer Miles & Moorhead, Attorneys for Execution Creditor, 10th Floor, NBS Building, 300 Smith Street, Durban. (Ref. DS/pp/05/N6636/95.)

Case 11257/95

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

In the matter between **NBS Bank Limited,** Execution Creditor, and **Thulani Charles Nxasana,** Execution Debtor

In pursuance of a judgment in the Magistrates' Court, Durban, and writ of execution dated 20 March 1995, the immovable property listed hereunder will be sold in execution on 27 July 1995 at 14:00, in front of the Magistrate's Court House, Somtsue Street, Durban, to the highest bidder:

Description:

A unit consisting of:

(a) Section 19 as shown and more fully described on Sectional Plan SS153/1981, in the scheme known as Finsbury Court, in respect of the land and building or buildings situated at Durban, City of Durban of which the floor area, according to the said sectional plan is 87 (eighty-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, held under Deed of Transfer ST14789/94.

The immovable property is situated at 34 Finsbury Court, 85 West Street, Durban.

Zoning: Special Residential.

Improvements: A flat consisting of lounge/dining-room, two bedrooms, bathroom and toilet.

NB: Nothing is guaranteed.

Municipal electricity and water supply: Local authority.

Possession: Vacant possession is not guaranteed.

Premises are occupied at present.

Material conditions of sale:

1. The sale is subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, as amended, and the rules 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 centum) of the purchase price in cash, immediately on the property being knocked down to the purchaser; the balance against registration of transfer and to be secured by a bank or building society guarantee to be approved by the Judgment Creditor's attorneys and furnished to the Sheriff of the Court within 14 (fourteen) days after the date of sale.

3. The purchaser shall be liable for the commission on the sale, which amount shall be paid to the Sheriff of the Court immediately the property is knocked down to the purchaser.

4. The purchaser to pay all costs of transfer, transfer dues arrear rates, current rates and costs of cancellation 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 Magistrates' Court, Durban Central, 21 Stafmeyer House, Beach Grove, Durban, telephone number 305-8444 (Ref. J. R. Maree.)

Dated at Durban this 20th day of June 1995.

Chapman Dyer Miles & Moorhead, Attorneys for Execution Creditor, 10th Floor, NBS Building, 300 Smith Street, Durban. (Ref. DS/pp/05/N6562/95.)

Case 77341/93

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

In the matter between **NBS Bank Limited,** Execution Creditor, and **Mohamed Faried Adam,** First Execution Debtor, and **Salma Adam,** Second Execution Debtor

In pursuance of a judgment in the Magistrates' Court, Durban, and writ of execution dated 14 November 1994, the immovable property listed hereunder will be sold in execution on 27 July 1995 at 14:00, at the front entrance of the Magistrate's Court, Somtsue Street, Durban, to the highest bidder:

Description:

1. A unit consisting of:

(a) Section 114 as shown and more fully described on Sectional Plan SS79/90, in the scheme known as Ogwini in respect of the land and building or buildings situated at Durban, Local Authority Area of Durban, of which section the floor area, according to the said sectional plan is 67 (sixty-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, held under Deed of Transfer ST13532/92.

2. An exclusive use area described as Parking Bay P92, measuring 17 (seventeen) square metres being as such part of the common property comprising the land in the scheme known as Ogwini in respect of the land and building or buildings situated at Durban, Local Authority Area of Durban, as shown and more fully described on Sectional Plan SS79/90, held under Notarial Deed of Cession SK1698/92.

The immovable property is situated at 132 Ogwini, 9 Russell Street, Durban.

Zoning: Special Residential.

Improvements: A flat consisting of a lounge/dining-room, bedroom, bathroom, toilet, balcony and undercover parking.

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 centum) of the purchase price in cash, immediately on the property being knocked down to the purchaser; the balance against registration of transfer and to be secured by a bank or building society guarantee to be approved by the Judgment Creditor's attorneys and furnished to the Sheriff of the Court within 14 (fourteen) days after the date of sale.

3. The purchaser shall be liable for the commission on the sale, which amount shall be paid to the Sheriff of the Court immediately the property is knocked down to the purchaser.

4. The purchaser to pay all costs of transfer, transfer dues, arrear rates, current rates and costs of cancellation 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 Magistrates' Court, Durban Central, 21 Stafmeyer House, Beach Grove, Durban, telephone number 305-8444 (Ref. J. R. Maree.)

Dated at Durban this 27th day of June 1995.

Chapman Dyer Miles & Moorhead, Attorneys for Execution Creditor, 10th Floor, NBS Building, 300 Smith Street, Durban. (Ref. DS/pp/05/N4041/93.)

Case 931/95

IN THE SUPREME COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between **ABSA Bank Limited (No. 86/04794/06),** Plaintiff, and **Chunderdeep Laljeet,** First Defendant, **Mrs Radhika Laljeet,** Second Defendant, **Roopsunker Laljeeth,** Thirdt Defendant, **Mrs Reethkumarie Laljeeth,** Fourth Defendant, **Vidayanand Laljeet Ajudha,** Fifth Defendant, **Mrs Shireen Ajudha,** Sixth Defendant, and **Deendayal Ajudha,** Seventh Defendant

In execution of a judgment granted by the Supreme Court of South Africa (Durban and Coast Local Division) on 10 April 1995, in the above-named suit, the following immovable property will be sold by public auction by the Sheriff of the Supreme Court of Chatsworth at the Chatsworth Magistrate's Court, Justice Street, Unit 5, Chatsworth, on Tuesday, 25 July 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:

Remainder of Subdivision 63 of the farm Klaarwater 951, situated in the Development Area of Shallcross, Administrative District of Natal, in extent 3 660 (three thousand six hundred and sixty) square metres, which property is physicllay situated at 24 Chiltern Road, Shallcross, 4093, and which property is held by the above-named Defendants under and by virtue of Deed of Transfer T20871/94.

Improvements: Without constituting a warranty of any nature, the property has been improved by the erection thereon of brick under tile dwelling consisting of verandah, lounge, dining-room, kitchen, study, pantry, four bedrooms, shower/toilet, outbuildings consisting of detached double garage, bath/shower/toilet, separate 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 19th day of June 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/009556/072/Mrs Chetty.)

Case 8122/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between **ABSA Bank Limited,** Plaintiff, and **Mthembeni Lawrence Mkhize,** Defendant

In execution of a judgment granted by the Supreme Court of South Africa (Durban and Coast Local Division) on 18 November 1994, in the above-named suit, the following immovable property will be sold by public auction by the Sheriff of the Supreme Court, Durban Cenral, in front of the Supreme Court-house, Masonic Grove, Durban, on Friday, 21 July 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 26 as shown and more fully described on Sectional Plan SS210/93, in the scheme known as Modem in respect of the land and building or buildings situted at Durban of which the floor area, according to the said section plan, is 79 (seventy-nine) square metres;

(b) an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the sectional plan,

which property is physically situated at 26 Modem, 94 Bristow Crescent, West Ridge, 4091, and which property is held by the above-named Defendant under and by virtue of Deed of Transfer ST13148/93.

Improvements:

Without constituting a warranty of any nature, the property has been improved by the erection thereon of brick under tile unit consisting of lounge/dining-room, kitchen, two bedrooms, bathroom, toilet.

Zoning:

The property is zoned for special residential purposes and enjoys no special consents in respect of its zoning.

Terms:

The purchase price will be payable subject to the conditions of sale, as follows:

(a) 10% (ten per cent) of the purchase price together with the Sheriff's commission on the sale to be paid immediately in cash on the date of sale.

(b) All currentt and arrear rates, taxes, electrical, sanitary, water and other fees or charges to be paid in cash within 7 (seven) days of the date of sale together with costs of transfer and transfer duty.

(c) The balance of the purchase price together with interest at the rate of 15,25% (fifteen comma two five per cent) per annum from 1 October 1994 to 31 October 1994 and 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 19th day of June 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/U016/040568/Mrs Chelin.)

Case 1269/95

IN THE SUPREME COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between **ABSA Bank Limited (No. 86/04794/06),** Plaintiff, and **Miss Tholiwe Constance Naniso,** Defendant

In execution of a judgment granted by the Supreme Court of South Africa (Durban and Coast Local Division), on 19 April 1995, in the above-named suit, the following immovable property will be sold by public auction by the Sheriff of the Surpeme Court, Durban Central, in front of the Supreme Court-house, Masonic Grove, Durban Central, in front of the Supreme Court-house, Masonic Grove, Durban, on Friday, 21 July 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 2 of Lot 636, Sea View, situated in the City of Durban, Administrative District of Natal, in extent 1 026 (one thousand and twenty-six) square metres; and

Subdivision 2 of Lot 637, Sea View, situated in the City of Durban, Administrative District of Natal, in extent 6 (six) square metres, which properties are physically situated at 369 Sarnia Road, Rossburgh, 4094, and which property is held by the above-named Defendant under and by virtue of Deed of Transfer ST29928/94.

Improvements:

Without consisting a warranty of any nature, the property has been improved by the erection thereon of brick under tile dwelling consisting of five bedrooms, lounge, kitchen, bathroom, separate toilet, outbuildings consisting of garage, staff quarters, 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 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 19th day of June 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/U072/011087/Mrs Chelin.)

Case 548/95

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

In the matter between **Nedcor Bank Limited,** Execution Creditor, and **Annette Ruth Whitfield,** First Execution Debtor, and **Lyster Vaughan Wyndham Whitfield,** Second Execution Debtor

In pursuance of judgment in the Court of the Magistrate at Port Shepstone dated 25 May 1995, the following immovable property will be sold in execution on the 28 July 1995 at 09:00, at the Magistrate's Court, Port Shepstone, to the highest bidder:

Lot 327, Shelly Beach, situated in the Margate Transitional Local Council Area, and in the Southern Natal Joint Services Board Area, Administrative District of Natal, Province of KwaZulu/Natal, in extent 1 187 square metres.

The following information is furnished regarding the property, but is not guaranteed:

The property is situated at Lot 327, Lanyon Street, Shelly Beach.

Upon the property is a dwelling under brick and tile consisting of lounge cum dining-room, main-en-suit, three bedrooms, bathroom, kitchen divided with a breakfast nook, verandah, double garage, laundry, enclosed courtyard, servant's room, servant's toilet shower and washbasin.

Material conditions of sale:

The purchaser shall pay 20% (twenty per centum) 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, Port Shepstone, within 14 (fourteen) 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, 17 Riverview Road, Sunwich Port, 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 Margate this 26th day of June 1995.

John Crickmay & Co., Execution Creditor's Attorney, First Floor, Gird Mowat Cenre, P.O. Box 156, Margate, and/or 50 Bisset Street, Port Shepstone.

Case 2973/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between **Long King Hardware (Pty) Ltd,** Execution Creditor, and **Ronnie Naidoo,** trading as Industrial Agencies, Execution Debtor

In pursuance of judgment of the Supreme Court of South Africa (Durban and Coast Local Division), dated 1 November 1993, and a writ of execution issued thereafter, the immovable property listed hereunder will be sold with a reserve price of R267 805 (two hundred and sixty-seven thousand eight hundred and five rand) in execution on 25 July 1995, at Chatsworth Magistrate's Court, Justice Street, Unit 5, Chatsworth, to the highest bidder. The conditions will be read out by the Sheriff at the time of the sale and same can be inspected at the office of the Sheriff of the Supreme Court, Suite 6, Gosai Centre, 56 Greendale Road, Silverglen, Chatsworth, prior to the sale:

Certain Subdivision 85 of Lot 1053, Chatsworth, situated in the City of Durban, Administrative District of Natal, Province of KwaZulu/Natal, area in extent 1 088 (one thousand and eighty-eight) square metres, situation, 410 Silverglen Drive, Silverglen, Chatsworth.

Improvements (not guaranteed): One brick under tile roof dwelling comprising of five bedrooms (one en suite), lounge, dining-room, three toilets/bathroom, kitchen (buit-in cupboards and tiled) and verandah.

Outbuilding: Double garage, two rooms, toilet, swimming-pool and yard (paved and fenced).

1. The sale shall be subject to the terms and conditions of the Supreme Courts Act and the rules made thereunder.

2. The purchaser (other than the Execution Creditor) shall pay a deposit of 10% (ten per centum) of the purchase price in cash at the time of the sale.

3. The balance of the purchase price is payable against transfer to be secured by a bank or building society guarantee approved by the Execution Creditor's attorneys and to be furnished within 14 (fourteen) days after the date of the sale.

4. The purchaser shall be liable for 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 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 request by the said attorneys.

6. The full conditions may be inspected at the offices of the Acting Sheriff.

Dated at Durban this 29th day of June 1995.

Strauss Daly Inc., Execution Creditor's Attorneys, 11th Floor, The Marine, 22 Gardiner Street, Durban. (Ref. A. J. McNabb/F13906.)

Case 9062/94

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 **Sewsunker Barath,** First Defendant, and **Sheila Barath,** Second Defendant

In pursuance of judgment granted on 24 October 1994, in the above action and under writ of execution issued thereafter, the immovable property listed hereunder shall be sold in execution to the highest bidder on 25 July 1995 at 10:00, at the front entrance to the Magistrate's Court, Chatsworth:

Description: Subdivision 985 (of 207) of the farm Zeekoe Vallei 880, situated in the City of Durban, Administrative District of Natal, in extent 367 square metres, now reading as Subdivision 985 (of 207) of Lot 80, Chatsworth, in extent 367 square metres.

Address: 25 Yolan Place, Havenside, Chatsworth.

Improvements: Semi-detached brick/block under tile roof dwelling, comprising of three bedrooms, lounge, dining-room, kitchen and bathroom/toilet.

Outbuildings: Garage, room and toilet/bathroom.

1. (a) The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.

(b) The property shall be sold without reserve to the highest bidder.

2. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price and 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/05N011517.)

Case 5139/93

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

In the matter between **First National Bank,** Plaintiff, and **Susilkumar Naidoo,** First Defendant, and **Shalini Naidoo,** Second Defendant

In pursuance of judgment of the Magistrate's Court for the District of Chatsworth, held at Chatsworth and writ in execution issued thereunder, the immovable property listed hereunder will be sold in execution on Tuesday, 25 July 1995 at 10:00, in front of the Magistrate's Court, Chatsworth:

Description: Subdivision 466 of Lot 85, Chatsworth, situated in the City of Durban, Administrative District of Natal, Province of KwaZulu/Natal, in extent nine hundred and seventy-seven (977) square metres.

Postal address: 19 Silverbank Road, Silverglen.

Improvements: Brick under asbestos roof dwelling comprising of four bedrooms, lounge, kitchen, toilet and bathroom.

Outbuildings: Garage, room and toilet.

Town-planning zoning: Residential.

Special privileges: Nil.

Material conditions:

1. The sale shall be subject to the terms and conditions of Magistrates' Courts Act and the rules made thereunder.

2. The purchaser shall pay 10% (ten per cent) of the purchase price immediately after the sale and the balance against registration of the transfer into the name of the purchaser.

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

Dated at Tongaat on this 20th day of June 1995.

Bala Naidoo & Company, Plaintiff's Attorneys, 10 Luxmi Court, 312 Main Road, Tongaat; c/o Document Exchange, 15 Parry Road, Founder's House, Durban. (Ref. BN/dr/F001-243.)

Case 4393/94

IN THE SURPEME COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between **The Standard Bank of South Africa Limited,** Plaintiff, and **Rasigen Naidoo,** First Defendant, and **Vanitha Naidoo,** Second Defendant

In pursuance of 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, 28 July 1995 at 10:00:

Description:

1. Subdivision 6 of Lot 1482, Durban, situated in the City of Durban, Administrative District of Natal, in extent 86 (eighty-six) square metres; and

2. Subdivision 6 of Lot 1485, Durban, situated in the City of Durban, Administrative District of Natal, in extent 391 (three hundred and ninety-one) square metres, both held under Deed of Transfer T24930/92.

Physical address: 73 Churchill Road, Stamfordhill, Durban, Natal.

Zoning: Special Residential.

The property consists of the following:

A double storey brick under tile roof consisting of lounge, dining-room, family room, kitchen, three bedrooms, two bathrooms with toilet and shower and two attic rooms.

Outbuildings: Consisting of garage, servants' quarters, toilet with shower and laundry.

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 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 North, Office and Salesroom, 15 Milne Street, Durban, Natal.

Dated at Durban this 22nd day of June 1995.

Garlicke & Bousfield Inc., Plaintiff's Attorneys, 22nd Floor, Durban Bay House, 333 Smith Street, Durban, 4001. (Ref. S. L. Mayes/SB.652/J. C. Jones.)

Case 6936/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between **The Standard Bank of South Africa Limited,** Plaintiff, and **Selvan Govender,** 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, 25 July 1995 at 10:00:

Description: Subdivision 1404 (of 2294), of the farm Chat One 14542, situated in the City of Durban, Administrative District of Natal, in extent 209 (two hundred and nine) square metres, held under Deed of Transfer T8482/93.

Physical address: 178 Natureview Street, Croftdene, Chatsworth, Natal.

Zoning: Special Residential.

The property consists of the following: Semi-detached double-storey dwelling, comprising of kitchen, shower and toilet, lounge and two bedrooms.

Nothing in this regard is guaranteed.

1. The sale shall be subject to the terms and conditions of the Supreme Courts Act and the rules made thereunder.

2. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price and the auctioneer's commission in cash immediately after the sale and the balance against transfer to be secured by a bank or building society guarantee, to be furnished to the Plaintiff's attorneys within 14 (fourteen) days after the date of sale, to be approved by the Plaintiff's attorneys.

3. Transfer shall be effected by the attorneys for the Plaintiff and the purchaser shall pay all transfer dues, including transfer duty, current and/or arrear levies/rates and/or Value-Added Tax and other necessary charges to effect transfer upon request by the sale attorneys.

4. The full conditions of sale may be inspected at the offices of the Sheriff of the Supreme Court, 6 Gosai Centre, 56 Greendale Road, Silverglen, Chatsworth, Natal.

Dated at Durban this 23rd day of June 1995.

Garlicke & Bousfield Inc., Plaintiff's Attorneys, 22nd Floor, Durban Bay House, 333 Smith Street, Durban, 4001. (Ref. S. L. Mayes/SB.497/J. C. Jones.)

Case 2021/95

IN THE SUPREME COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between **Syfrets Bank Limited,** Plaintiff, and **Sathiabalan Runganathan Naicker,** First Defendant, and **Sumeshini Naicker,** Second Defendant

In pursuance of a judgment in the Supreme Court of South Africa, Durban and Coast Local Division, dated 5 May 1995, and a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 21 July 1995 at 10:00, at the front entrance to the Supreme Court, Masonic Grove, Durban, to the highest bidder:

Property description:

(a) Section 15 (fifteen) as shown and more fully described on Sectional Plan SS187/90, in the scheme known as Chamberlain Park, in respect of the land and building or buildings, situated at Durban, of which the floor area according to the said sectional plan is 874 square metres in extent.

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

(c) The unit is subject to eight exclusive use areas being parking bays, P8, P9, P10, P11, P12, P13, P14 and L2.

Improvements: A sectional title factory unit on the Second Floor of a large complex, comprising of factory area, partitioned offices/stores and ablutions and constructed of reinforced concrete colunns with brick infill under a corrugated asbestos roof sheeting.

Street address: Unit 3, Chamberlain Park, 262 Chamberlain Road, Jacobs.

Town-planning zoning: Industrial.

Nothing is guaranteed in the above respects.

Material conditions:

1. The sale shall be subject to the terms and conditions of the Supreme Courts Act and the rules made thereunder.

2. 10% (ten per cent) of the purchase price is to be paid in cash on the day of the sale together with the auctioneer's charges.

3. The balance of the purchase price is payable against transfer to be secured by a bank or building society guarantee approved by the Execution Creditor's attorneys and to be furnished within fourteen (14) days after the date of sale.

4. The purchaser shall be liable for payment of interest at the rate of 21,25% (twenty-one comma twenty-five per cent) per annum on the purchase price to the Plaintiff from the date of sale to the 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, levies, sewerage connection fees (if any) taxes 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, Durban South, and at the offices of the Execution Creditor's attorneys.

Prospective purchasers are advised to inspect the property prior to the sale.

Dated at Durban on this 19th day of June 1995.

Cox Yeats, Execution Creditor's Attorneys, 13th Floor, Victoria Maine, 71 Victoria Embankment, Durban. (Ref. M. Jackson/17S517057.)

ORANGE FREE STATE
ORANJE-VRYSTAAT

Saak 2811/94

IN DIE LANDDROSHOF VIR DIE DISTRIK ODENDAALSRUS GEHOU TE ODENDAALSRUS

In die saak tussen **ABSA Bank Beperk,** voorheen Allied Bouvereniging Beperk, Eksekusieskuldeiser, en **Ndumiso Jaques Pakade,** Eerste Eksekusieskuldenaar, en **Kiekantsemang Florah Pakade,** Tweede Eksekusieskuldenaar

Ingevolge 'n vonnis en 'n lasbrief vir eksekusie gedateer 1 Oktober 1994, en uitgereik in die Landdroshof te Odendaalsrus, sal die reg, titel en belang in en tot die volgende onroerende eiendom verkoop word voor die Landdroskantore, Odendaalsrus, op 21 Julie 1995 om 09:00:

Erf 1433, geleë in die dorpsgebied Kutlwanong, distrik Odendaalsrus, groot 376 (drie sewe ses) vierkante meter, gehou kragtens Sertifikaat van Geregistreerde Toekenning van Huurpag TL4812/1988, geregistreer op 15 Desember 1988 en onderworpe aan sodanige voorwaardes as wat meer volledig sal blyk uit die genoemde Sertifikaat van Geregistreerde Huurpag.

Verbeterings daarop: Woonhuis met sitkamer, kombuis, slaapkamer, badkamer en toilet.

(Ten opsigte waarvan geen waarborg gegee word nie).

Voorwaardes van verkoping:

1. Die eiendom sal voetstoots en onderworpe aan die goedkeuring van die Eksekusieskuldeiser binne 7 (sewe) dae, verkoop word aan die hoogste bieder en verder onderworpe aan die bepalings van die Wet op Landdroshowe, No. 32 van 1944, soos gewysig, en die reëls daarkragtens uitgevaardig.

2. Die koopprys sal soos volg betaalbaar wees: 'n Deposito van 10% (tien persent) van die koopprys in kontant of bankgewaarborgde tjek onmiddellik na afhandeling van die veiling en die onbetaalde balans tesame met rente op die koopprys teen 15,25% (vyftien komma twee vyf persent) per jaar vanaf 1 Oktober 1994 tot datum van registrasie van transport, sal binne 14 (veertien) dae betaal word of betaling gewaarborg word binne genoemde tydperk deur 'n goedgekeurde bankwaarborg.

3. Die volle verkoopvoorwaardes wat deur die Afslaer uitgelees sal word onmiddellik voor die verkoping, kan gedurende kantoorure by die kantore van die Balju van die Landdroshof, Odendaalsrus, nagesien word en indien die inhoud van hierdie advertensie in enige opsig verskil van die terme en voorwaardes van die genoemde verkoopvoorwaardes, sal die verkoopvoorwaardes se terme en voorwaardes voorrang geniet en van toepassing wees op die verkoop van die eiendom.

Grunow Frost & Viljoen, Prokureur vir Eiser, Viljoengebou, Odendaalstraat 51, Odendaalsrus, 9480. [Tel. (057) 44055/6.]

Saak 328/95

IN DIE LANDDROSHOF VIR DIE DISTRIK HARRISMITH GEHOU TE HARRISMITH

In die saak tussen **NBS Bank Beperk,** Eiser, en **Mamaitse Roselina Mokoena,** Verweerder

Ingevolge 'n vonnis van die Landdroshof Harrismith en 'n lasbrief van eksekusie gedateer 11 Mei 1995, sal die volgende eiendom geregtelik verkoop word op 28 Julie 1995 om 10:00, voor die Landdroskantoor, Harrismith, by wyse van 'n openbare veiling aan die hoogste bieder naamlik:

Perseel A638, geleë in die dorp Tshiame, distrik Harrismith, groot 450 (vierhonderd en vyftig) vierkante meter, soos gehou kragtens Grondbrief 3439/1989, soos aangedui op Algemene Plan PB610/1986.

Verbeterings (geen waarborg daaromtrent word gegee nie): 'n Woonhuis bestaande uit 'n sit/eetkamer, kombuis, twee slaapkamers, badkamer en toilet. Die eiendom is omhein met draad.

Die verkoopvoorwaardes lê ter insae by die Balju van die Landdroshof, Harrismith.

Gedateer te Harrismith op hede die 26ste dag van Junie 1995.

J. A. Smith, vir Balden, Vogel & Vennote, Eiser se Prokureurs, Wardenstraat 49B, Posbus 22, Harrismith.

Saak 13/95

IN DIE LANDDROSHOF VIR DIE DISTRIK HARRISMITH GEHOU TE HARRISMITH

In die saak tussen **ABSA Bank Beperk,** Eiser, en **Nyamatsane Moshe Moloi,** Eerste Verweerder, en **Semai Elizabeth Moloi,** Tweede Verweerder

Ingevolge 'n vonnis van die Landdroshof Harrismith en 'n lasbrief van eksekusie gedateer 20 April 1995, sal die volgende eiendom geregtelik verkoop word op 28 Julie 1995 om 10:00, voor die Landdroskantoor, Harrismith, by wyse van 'n openbare veiling aan die hoogste bieder naamlik:

Perseel A582, geleë in die dorp Tshiame, distrik Harrismith, groot 633 (seshonderd drie-en-dertig) vierkante meter, soos gehou kragtens Grondbrief 2215/1989, soos aangedui op Algemene Plan PB610/1986.

Verbeterings (geen waarborg daaromtrent word gegee nie): 'n Woonhuis bestaande uit 'n sit/eetkamer, kombuis, twee slaapkamers, badkamer en toilet. Die eiendom is omhein met draad.

Die verkoopvoorwaardes lê ter insae by die Balju van die Landdroshof, Harrismith.

Gedateer te Harrismith op hede die 26ste dag van Junie 1995.

J. A. Smith, vir Balden, Vogel & Vennote, Eiser se Prokureurs, Wardenstraat 49B, Posbus 22, Harrismith.

Saak 1403/95

IN DIE LANDDROSHOF VIR DIE DISTRIK ODENDAALSRUS GEHOU TE ODENDAALSRUS

In die saak tussen **Nedcor Bank Beperk,** Eksekusieskuldeiser, en **Welekazi Lucy Mana,** Eksekusieskuldenaar

Ingevolge 'n vonnis in die Landdroshof, Odendaalsrus en 'n lasbrief vir eksekusie gedateer 5 Junie 1995, sal die volgende eiendom by wyse van openbare veiling in eksekusie verkoop word op Vrydag, 21 Julie 1995 om 10:00, voor die Landdroshof, Odendaalsrus:

Sekere Erf 2194, geleë in die dorp Odendaalsrus-uitbreiding 4, distrik Odendaalsrus, ook bekend as Krisantweg 8, Residensia, Odendaalsrus, groot 1 041 vierkante meter, gehou kragtens Akte van Transport T15546/1994.

Verbeterings: Drieslaapkamerwoonhuis met sitkamer, eetkamer, badkamer, kombuis 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 17,25% (sewentien komma twee vyf persent) per jaar vanaf datum van verkoping tot datum van registrasie van transport sal binne 21 (een-en-twintig) dae betaal word of gewaarborg word deur 'n goedgekeurde bank- of bougenootskapwaarborg.

3. Die volle verkoopvoorwaardes wat deur die afslaer uitgelees sal word onmiddellik voor die verkoping kan gedurende kantoorure by die kantoor van die Balju, Odendaalsrus nagesien word.

Geteken te Odendaalsrus op hierdie 19de dag van Junie 1995.

George Maree, Van der Watt Maree & Jordaan, Van der Wattgebou, Kerkstraat 52, Odendaalsrus.

Saak 5/95

IN DIE LANDDROSHOF VIR DIE DISTRIK VILLIERS GEHOU TE VILLIERS

In die saak tussen **ABSA Bank,** handeldrywende as Allied Bank, Vonnisskuldeiser, en **Lourens Edward Nagel,** Eerste Vonnisskuldenaar, en **Mev. Elizabeth Elmerie Nagel,** Tweede Vonnisskuldenaar

Ingevolge 'n vonnis gelewer op 2 Mei 1995, in die Villiers Landdroshof, en 'n lasbrief van eksekusie daarna uitgereik, word die eiendom hieronder beskryf in eksekusie verkoop, op 28 Julie 1995 om 11:00, te Landdroskantor, Pieterstraat, Villiers, aan die persoon wat die hoogste aanbod maak, naamlik:

Beskrywing: Erf 379, geleë in die dorp Villiers, distrik Frankfort, groot een duisend vier honderd sewe-en-tagtig (1 487) vierkante meter, gehou kragtens Transportakte T17587/93.

Die volgende inligting word aangegee, maar is nie gewaarborg nie: Die eiendom bestaan uit Villiers.

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 Posbus 320, Villiers.

Gedateer te Bethlehem op hede die 20ste dag van Junie 1995.

Pieter Hendrik de Clerk, vir Harrington De Clerk Schönken Ing., Prokureurs vir Eiser, Lindleystraat 29, Posbus 255, Bethlehem. (Verw. mdek/ZC1954.)

Saak 10502/94

IN DIE LANDDROSHOF VIR DIE DISTRIK BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

In die saak tussen **R. Relihan,** Eiser, en **R. L. Ferreira,** Verweerder

Ingevolge 'n uitspraak in die Hof van die Landdros Bloemfontein, en 'n lasbrief vir geregtelike verkoping gedateer 2 Augustus 1994, sal die volgende eiendom op Vrydag, 4 Augustus 1995 om 10:00, by die ou Leerlooiery, Tanneryweg, Hamilton, Bloemfontein, aan die hoogste bieder geregtelik verkoop word:

Sekere Erf 3693, geleë in die stad en distrik Bloemfontein, groot 997 vierkante meter, gehou kragtens Akte van Transport T739/1993, geregistreer op 22 Januarie 1993 (perseeladres Calvynsingel 14, Parkwes, Bloemfontein).

Die volgende verbeterings is aangebring maar niks word gewaarborg nie: Woonhuis bestaande uit vier slaapkamers, badkamer, kombuis, sitkamer en eetkamer. Buitegeboue: Twee buitegeboue.

Die verkoopvoorwaardes lê ter insae by die kantoor van die Balju Landdroshof Bloemfontein-Wes.

Geteken te Bloemfontein hierdie 20ste dag van Junie 1995.

J. H. Truter, p.a. Naudes, Prokureur vir Eiser, Derde Verdieping, Trustfonteingebou, Posbus 260, St Andrewstraat 151, Bloemfontein.

Saak 15304/94

IN DIE LANDDROSHOF VIR DIE DISTRIK BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

In die saak tussen **Die Stadsraad van die Munisipaliteit van Bloemfontein,** Eiser, en **U-Trail BK,** Verweerder

Ingevolge 'n uitspraak in die Hof van die Landdros Bloemfontein, en 'n lasbrief vir geregtelike verkoping gedateer 28 Februarie 1995, sal die volgende eiendom op Vrydag, 4 Augustus 1995 om 10:00, by die Peetlaan-ingang van die Landdroshof, Bloemfontein, aan die hoogste bieder geregtelik verkoop word:

Sekere Gedeelte 3 Erf 25003, geleë in die stad en distrik Bloemfontein, groot 5 670 vierkante meter, gehou kragtens Akte van Transport 14556/92, geregistreer op 19 Augustus 1992 (perseeladres Andries Pretoriusstraat 212, Bloemfontein).

Die volgende verbeterings is aangebring maar niks word gewaarborg nie: Perseel bestaande uit elf afdakke, twee store, kantoor afdakke vir karavane, badkamers, vier storte, vier waskamers, vier buitegeboue, twee badkamers, gasstoor.

Die verkoopvoorwaardes lê ter insae by die kantoor van die Balju Landdroshof Bloemfontein-Oos, Barnesstraat 5, Bloemfontein, te kantoorure.

Geteken te Bloemfontein hierdie 19de dag van Junie 1995.

J. H. Truter, p.a. Naudes, Prokureur vir Eiser, Derde Verdieping, Trustfonteingebou, Posbus 260, St Andrewstraat 151, Bloemfontein.

Saak 3176/92

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Oranje-Vrystaatse Provinsiale Afdeling)

In die saak tussen **Bloemfontein Board Nominees Limited,** Eiser, en **Johannes Stephanus Delport,** Verweerder

Ter uitvoering van 'n vonnis van die bogemelde Agbare Hof in die bogenoemde saak sal 'n verkoping, sonder reserwe, gehou word op die plaas De Rust 49, in die distrik Odendaalsrus, op Vrydag, 21 Julie 1995 om 10:00, van die ondervermelde eiendom van die verweerder 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 Resterende Gedeelte van die plaas De Rust 49, geleë in die distrik Odendaalsrus, groot 336,5835 (driehonderd ses-en-dertig komma vyf agt drie vyf) hektaar.

2. Sekere Onderverdeling 1 van die plaas De Rust 49, geleë in die distrik Odendaalsrus, groot 336,5835 (driehonderd ses-en-dertig komma vyf agt drie vyf) hektaar.

Onderworpe aan sekere voorwaardes, serwitute en minerale regte, en gehou kragtens Akte van Transport 4340/1965.

Die verbeterings op die eiendom, ten aansien waarvan niks gewaarborg word nie, bestaan uit: Woonhuis en plaasskure goed ontwikkel. Ploeggrond en weiding.

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 veertien (14) dae na afloop van die veiling.

Datum: 15 Junie 1995.

N. H. Barnaschone, Prokureur vir Eiser, Claude Reid, UBS-gebou, Maitlandstraat, Bloemfontein. [Tel. (057) 3982771.] (Verw. N. H. Barnaschone/ESF/W50338.)

Saak 236/94

IN DIE LANDDROSHOF VIR DIE DISTRIK KOPPIES GEHOU TE KOPPIES

In die saak tussen **Die Stadsraad van die Koppies Munisipaliteit,** Eksekusieskuldeiser, en **mevrou C. E. H. de Beer,** Eksekusieskuldenaar

Ingevolge uitspraak van die Landdros te Koppies, en 'n lasbrief vir eksekusie uitgereik deur bogemelde Agbare Hof, sal die ondervermelde eiendom op Vrydag, 28 Julie 1995 om 10:00, te die Landdroskantoor, Koppies, geregtelik verkoop word aan die hoogste bieder, naamlik:

Sekere Erf 242, geleë in die dorp en distrik Koppies, Provinsie Vrystaat, groot eenduisend driehonderd agt-en-dertig (1 338) vierkante meter.

Volledige verkoopsvoorwaardes lê ter insae by die kantoor van die Balju van die Landdroshof, gedurende kantoorure, asook by die Eiser se prokureurs en sal deur die Balju op die dag van die verkoping uitgelees word.

Geteken te Koppies op hierdie 29ste dag van Mei 1995.

P. R. de Wet, vir De Wet & Du Toit, Kerkstraat 26A, Posbus 21, Koppies, 9540.

Saak 1047/95

IN DIE LANDDROSHOF VIR DIE DISTRIK BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

In die saak tussen **Die Regspersoon van die Pietrosanti Skema,** Eiser, en **M. J. Joubert,** Verweerder

Ingevolge 'n vonnis gedateer 3 Februarie 1995 en 'n lasbrief vir eksekusie in die Landdroshof van Bloemfontein, sal die volgende eiendom per publieke veiling verkoop word op Vrydag, 28 Julie 1995 om 10:00, te die Peetlaan-ingang van die Landdroshof, Bloemfontein:

Sekere Eenheid 10, Deeltitelskema Pietrosanti SS11/1992, geleë in die stad en distrik Bloemfontein, groot 68 m², gehou kragtens Transportakte ST7818/1994, Pietrosanti 10, King Edwardweg, Bloemfontein.

Verbeterings: Woonstel bestaande uit twee slaapkamers, badkamer, oopplankombuis en motorafdak.

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 van 1944, soos gewysig, en die reëls daarkragtens uitgevaardig.

2. Die koopprys sal as volg betaalbaar wees: 'n Deposito van 10% (tien persent) van die koopprys in kontant onmiddellik na afhandeling van die veiling.

Die onbetaalde balans tesame met rente op die koopsom bereken teen 'n koers van 15,5% (vyftien komma 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 bouverenigingwaarborg.

3. Die volledige verkoopsvoorwaardes wat deur die Balju of afslaer uitgelees sal word onmiddellik voor die verkoping, kan gedurende kantoorure by die kantoor van die Balju ingesien word.

Gedateer te Bloemfontein hierdie 5de dag van Junie 1995.

M. W. Barnaschone, p.a. Rossouws, Prokureur van Eksekusieskuldeiser, Tweede Verdieping, SA Property House, Elizabethstraat 6, Posbus 7595, Bloemfontein, 9300. [Tel. (051) 30-5870.]

Saak 3078/95

IN DIE LANDDROSHOF VIR DIE DISTRIK BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

In die saak tussen **Die Regspersoon van die San Michelle Skema,** Eiser, en **mej. A. J. E. Botha,** Verweerder

Ingevolge 'n vonnis gedateer 16 Maart 1995 en 'n lasbrief vir eksekusie in die Landdroshof van Bloemfontein, sal die volgende eiendom per publieke veiling verkoop word op Vrydag, 28 Julie 1995 om 10:00, te die Peetlaan-ingang van die Landdroshof, Bloemfontein:

Sekere Eenheid 2, Deeltitelskema San Michelle SS4/1980, geleë in die stad en distrik Bloemfontein, groot 82 m², gehou kragtens Transportakte ST15092/1994, San Michelle 101, Alexandralaan, Bloemfontein.

Verbeterings: Woonstel bestaande uit twee slaapkamers, badkamer, woonkamer en kombuis.

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 van 1944, soos gewysig, en die reëls daarkragtens uitgevaardig.

2. Die koopprys sal as volg betaalbaar wees: 'n Deposito van 10% (tien persent) van die koopprys in kontant onmiddellik na afhandeling van die veiling.

Die onbetaalde balans tesame met rente op die koopsom bereken teen 'n koers van 15,5% (vyftien komma 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 bouverenigingwaarborg.

3. Die volledige verkoopsvoorwaardes wat deur die Balju of afslaer uitgelees sal word onmiddellik voor die verkoping, kan gedurende kantoorure by die kantoor van die Balju ingesien word.

Gedateer te Bloemfontein hierdie 5de dag van Junie 1995.

M. W. Barnaschone, p.a. Rossouws, Prokureur van Eksekusieskuldeiser, Tweede Verdieping, SA Property House, Elizabethstraat 6, Posbus 7595, Bloemfontein, 9300. [Tel. (051) 30-5870.]

Case 331/95

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

In the matter between **ABSA Bank Beperk** (United Bank Division), Plaintiff, and **M. E. Monkhe N.O.,** First Defendant, and **Mookho Elizabeth Monkhe,** Second Defendant

In pursuance of a judgment in the above Court and writ of execution dated 11 April 1995, the property listed herein will be sold in execution on Wednesday, 26 July 1995 at 10:00, in front of the Magistrate's Court at Parys, to the highest bidder, namely:

Site 3107, situated in the Town and District of Tumahole, Parys.

The following improvements are alleged to be erected on the property but unfortunately nothing in this regard can be guaranteed: A dwelling-house with outbuildings.

Physical address: Site 3107, Tumahole, Parys.

The purchase price shall be paid as to 10% (ten per centum) thereof on the day of the sale to the Messenger of the Court and the unpaid balance, together with interest at current interest rate charged by the ABSA Bank Beperk (United Bank Division), on a bond from the date of sale to date of registration of transfer, shall be secured by a bank or other guarantee, within 14 (fourteen) days from date of sale.

The sale is subject to the provisions of the Magistrates' Courts Act, No. 32 of 1944, and the rules promulgated thereunder, as amended, as well as the conditions as set out in the Deed of Transfer.

The complete conditions of sale will lie for inspection during business hours at the offices of the Messenger of the Court, Parys.

Signed at Parys on this day of 1995.

Coetzee & Barnhoorn, Attorneys for Plaintiff, 25 Buiten Street, P.O. Box 5, Parys, 9585.

Saak 331/95

IN DIE LANDDROSHOF VIR DIE DISTRIK PARYS GEHOU TE PARYS

In die saak tussen **ABSA Bank Beperk** (United Bank Divisie), Eiser, en **M. E. Monkhe N.O.,** Eerste Verweerder, en **Mookho Elizabeth Monkhe,** Tweede Verweerder

Ingevolge 'n vonnis van die bogemelde Hof en kragtens 'n lasbrief vir eksekusie gedateer 11 April 1995, sal die ondervermelde eiendom op Woensdag, 26 Julie 1995 om 10:00, voor die Landdroskantoor, Parys, geregtelik aan die hoogste bieder verkoop word, naamlik:

Perseel 3107, geleë in die dorp en distrik Tumahole, Parys.

Die volgende verbeterings is na bewering op die eiendom aangebring, maar niks in hierdie verband word gewaarborg nie: Woonhuis met buitegeboue.

Fisiese adres: Perseel 3107, Tumahole, Parys.

Die koper moet 10% (tien persent) van die koopsom in kontant op die dag van verkoping aan die Balju betaal. Die balans plus rente teen die heersende rentekoers gehef deur die ABSA Bank Beperk (United Bank Divisie) op 'n verbandlening, gereken vanaf die datum van verkoping tot datum van registrasie van transport, moet verseker word deur 'n bank- of ander goedgekeurde waarborg binne 14 (veertien) dae na datum van verkoping.

Die voorwaardes van die verkoping sal gedurende kantoorure te die kantore van die Balju, Parys, ter insae lê.

Gedateer te Parys op hierdie dag van 1995.

Coetzee & Barnhoorn, Prokureur vir Eiser, Buitenstraat 25, Posbus 5, Parys, 9585.

Case 2202/95

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

In the matter between **ABSA Bank Limited** (Allied), Plaintiff, and **Simon Mhlanga,** First Defendant, and **Ntswaki Minah Mhlanga,** Second Defendant

In pursuance of a judgment in the Court of the Welkom Magistrate's Court, granted on 20 April 1995 and a warrant of execution, the following property will be sold in execution, without reserve, subject to the provisions of section 66 (2) of the Magistrates' Courts Act, 1944, as amended, to the highest bidder on 11 August 1995 at 11:00, at the Magistrate's Court, Tulbach Street, Welkom, namely certain:

Certain Erf 19397, Thabong, District of Welkom, measuring 253 (two hundred and fifty-three) square metres, held by the Defendants by virtue of Certificate of Registered Grant of Leasehold TL1465/1990, known as 19397 Thabong, Distrit of Welkom.

Improvements: Residential property with lounge, kitchen, three bedrooms, bathroom and toilet (none of which are guaranteed).

Terms:

1. The purchase price is payable as follows:

1.1 10% (ten per cent) thereof on the day of the sale; and

1.2 the balance together with interest shall be paid or secured by a bank or building society guarantee within 14 days after the date of the sale.

2. The sale shall in all respects be governed by the applicable provisions of the Magistrates' Courts Act of 1944, as amended, and the rules promulgated thereunder.

3. The property shall be sold voetstoots to the highest bidder.

4. The purchaser shall be liable for and shall pay to the Plaintiff's conveyancer's on request, the fees of the Messenger of Court for acting as auctioneer and all amounts necessary to obtain transfer of the property, including stamp duty, the costs of transfer and all such rates and taxes and other amounts including VAT as are payable to obtain a certificate in terms of any relevant section of the Local Government Ordinance (Orange Free State).

The full conditions of sale may be inspected prior to the sale at the offices of the Sheriff for the District of Welkom, 100 Constantia Street, Welkom. The said conditions of sale will be read out by the Sheriff immediately prior to the sale.

Dated at Welkom on this 21st day of June 1995.

M. C. Louw, for Daly & Neumann Inc., Dalman House, Graaf Street, Welkom, 9460. (Ref. Mr M. C. Louw/LVR/AL783.)

Case 7214/95

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

In the matter between **ABSA Bank Limited,** Plaintiff, and **Xolani Francis Dlamini,** First Defendant, and **Sellwane Merriam Dlamini,** Second Defendant

In pursuance of a judgment in the Court of the Welkom Magistrate's Court, granted on 25 May 1995 and a warrant of execution, the following property will be sold in execution, without reserve, subject to the provisions of section 66 (2) of the Magistrates' Courts Act, 1944, as amended, to the highest bidder on 11 August 1995 at 11:00, at the Tulbach Street entrance to the Magistrate's Court, Welkom, namely:

Certain Erf 18336, situated in the Township Thabong, District of Welkom, measuring 313 (three hundred and thirteen) square metres, held by the Defendants by virtue of Certificate of Registered Grant of Leasehold TL9695/1990, known as 18336 Thabong, District of Welkom.

Improvements: Residential property with lounge, kitchen, two bedrooms, bathroom and toilet (none of which are guaranteed).

Terms:

1. The purchase price is payable as follows:

1.1 10% (ten per cent) thereof on the day of the sale; and

1.2 the balance together with interest shall be paid or secured by a bank or building society guarantee within 14 days after the date of the sale.

2. The sale shall in all respects be governed by the applicable provisions of the Magistrates' Courts Act of 1944, as amended, and the rules promulgated thereunder.

3. The property shall be sold voetstoots to the highest bidder.

4. The purchaser shall be liable for and shall pay to the Plaintiff's conveyancer's on request, the fees of the Messenger of Court for acting as auctioneer and all amounts necessary to obtain transfer of the property, including stamp duty, the costs of transfer and all such rates and taxes and other amounts including VAT as are payable to obtain a certificate in terms of any relevant section of the Local Government Ordinance (Orange Free State).

The full conditions of sale may be inspected prior to the sale at the offices of the Sheriff for the District of Welkom, 100 Constantia Street, Welkom. The said conditions of sale will be read out by the Sheriff immediately prior to the sale.

Dated at Welkom on this 26th day of June 1995.

M. C. Louw, for Daly & Neumann Inc., Dalman House, Graaf Street, Welkom, 9460. (Ref. Mr M. C. Louw/LVR/UN250.)

Case 4591/93

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 **Frederick Johannes Griesel,** First Defendant, and **Mona Griesel,** Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Orange Free State Provincial Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court at the Magistrate's Court Office, Baine Street, Sasolburg, on Friday, 28 July 1995 at 10:00, of the undermentioned immovable property of the Defendants on the conditions which will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Sasolburg, at Trust Bank Chambers, Fichardt Street, Sasolburg:

Erf 2141, Sasolburg Extension 2 Township, District of Parys, measuring 773 m^2, held by the Defendants under Deed of Transfer T12019/1987, being 33 Senekal Street, Sasolburg.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The dwelling consists of lounge, dining-room, four bedrooms, two bathrooms/toilet, kitchen, garage and servant's room.

Terms: 10% (ten per cent) of the purchase price in cash on the day of the sale, the balance payable against registration of transfer, to be secured by a bank or building society or other acceptable guarantee to be furnished 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 June 1995.

Routledges Incorporated, Plaintiff's Attorneys, First Floor, Colosseum, 41 Kruis Street, Johannesburg. (Tel. 331-0511.) (Ref. Z77543/WRFCLS/Mr Brewer/djl.)

Saak 51/95

IN DIE LANDDROSHOF VIR DIE DISTRIK HERTZOGVILLE GEHOU TE HERTZOGVILLE

In die saak tussen **Nedcor Bank Beperk,** Eiser, en **Henry Thomas van Aswegen Roux,** Eerste Verweerder, en **Roux Implemente BK,** Tweede Verweerder

Ingevolge 'n vonnis van bogenoemde Agbare Hof op 11 Mei 1995, en lasbrief van eksekusie, gedateer 12 Mei 1995, sal die volgende eiendom in eksekusie verkoop word op die Landdroskantoor, Hertzogville, op 22 Julie 1995 om 09:00, te wete:

Sekere Erf 352, geleë dorp Hertzogville, distrik Boshoff, groot 694 m^2, gehou Transportakte T12343/89;

Sekere Erf 341, geleë dorp Hertzogville, distrik Boshoff, groot 694 m^2, gehou Transportakte T12297/88;

Sekere Erf 342, geleë dorp Hertzogville, distrik Boshoff, groot 743 m^2, gehou Transportakte T12295/88.

Die verkoopvoorwaardes is ter insae by die kantore van die Balju van die Landdroshof te Pretoriusstraat 6, Christiana en/of by die Eksekusieskuldeiser se prokureur, p.a. Honey & Vennote, Tweede Verdieping, Watervalsentrum, Aliwalstraat, Bloemfontein, gedurende kantoorure.

Geteken te Bloemfontein op hierdie 21ste dag van Junie 1995.

J. J. van Zyl, vir Honey & Vennote, Prokureurs vir Eiser, Tweede Verdieping, Watervalsentrum, Aliwalstraat, Bloemfontein.

Case 9416/93

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

In the matter between **ABSA Bank Limited** (Allied), Plaintiff, and **Buti Samson Motibe,** Defendant

In pursuance of a judgment in the Court of the Welkom Magistrate's Court, granted on 22 October 1993, and a warrant of execution, the following property will be sold in execution, without reserve subject to the provisions of section 66 (2) of the Magistrates' Courts Act, 1944, as amended, to the highest bidder on 18 August 1995 at 11:00, at the Magistrate's Court, Tulbach Street, Welkom, namely certain:

Certain: Erf 11571, Thabong, District of Welkom, measuring 355 (three hundred and fifty-five) square metres, held by the Defendant by virtue of Certificate of Registered Grant of Leasehold TL222/1989, known as 11571 Thabong, District of Welkom.

Improvements: Residential property with lounge, kitchen, three bedrooms and bathroom with toilet.

None of which are guaranteed.

Terms:

1. The purchase price is payable as follows:

1.1 10% (ten per cent) on the day of the sale; and

1.2 The balance together with interest shall be paid or secured by a bank or building society guarantee within 14 days after the date of the date of the sale.

2. The sale shall in all respects be governed by the applicable provisions of the Magistrates' Courts Act of 1944, as amended, and the rules promulgated thereunder.

3. The property shall be sold voetstoots to the highest bidder.

4. The purchaser shall be liable for and shall pay to the Plaintiff's conveyancers on request, the fees of the Messenger of Court for acting as auctioneer and all amounts necessary to obtain transfer of the property, including stamp duty, the costs of transfer and all such rates and taxes and other amounts including VAT as are payable to obtain a certificate in terms of any relevant section of the Local Government Ordinance (Orange Free State).

The full conditions of sale may be inspected prior to the sale at the offices of the Sheriff for the District of Welkom, 100 Constantia Street, Welkom. The said conditions of sale will be read out by the Sheriff immediately prior to the sale.

Dated at Welkom on this 29th day of June 1995.

M. C. Louw, for Daly & Neumann Incorporated, Attorneys for Plaintiff, Dalman House, Graaf Street, Welkom, 9460. (Ref. M. C. Louw/LVR/AL619.)

Case 10046/94

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

In the matter between **ABSA Bank Limited,** Plaintiff, and **Stephanus Petrus Fourie,** Defendant

In pursuance of a judgment in the Court of the Welkom Magistrate's Court, granted on 7 February 1994, and a warrant of execution, the following property will be sold in execution, without reserve, subject to the provisions of section 66 (2) of the Magistrates' Courts Act, 1944, as amended, to the highest bidder on 11 August 1995 at 11:00, at the Tulbach Street Entrance to the Magistrate's Court, Welkom, namely:

Certain Erf 3273, situated in the City of Welkom, District of Welkom, measuring 1 004 (one thousand and four) square metres, held by the Defendant by virtue of Deed of Transfer T10743/1987, known as 86 Lear Street, Bedelia, Welkom.

Improvements: Residential property with lounge, dining-room, kitchen, scullery, three bedrooms, bathroom with shower, separate toilet, three garages, servant's quarter, store-room, laundry, toilet, carport and fibre glass swimming-pool (none of which are guaranteed).

Terms:

1. The purchase price is payable as follows:

1.1 10% (ten per cent) thereof on the day of the sale; and

1.2 the balance together with interest shall be paid or secured by a bank or building society guarantee within 14 days after the date of the date of the sale.

2. The sale shall in all respects be governed by the applicable provisions of the Magistrates' Courts Act, of 1944, as amended, and the rules promulgated thereunder.

3. The property shall be sold voetstoots to the highest bidder.

4. The purchaser shall be liable for and shall pay to the Plaintiff's conveyancer's on request, the fees of the Messenger of Court for acting as auctioneer and all amounts necessary to obtain transfer of the property, including stamp duty, the costs of transfer and all such rates and taxes and other amounts including VAT as are payable to obtain a certificate in terms of any relevant section of the local government ordinance (Orange Free State).

The full conditions of sale may be inspected prior to the sale at the offices of the Sheriff for the District of Welkom, 100 Constantia Street, Welkom. The said conditions of sale will be read out by the Sheriff immediately prior to the sale.

Dated at Welkom on this 28th day of June 1995.

M. C. Louw, for Daly & Neumann Incorporated, Attorney for Plaintiff, Dalman House, Graaf Street, Welkom, 9459. (Ref. M. C. Louw/LVR/UN177.)

VERKOPING

Die verkoping sal gehou word by die Landdroskantoor te Parys, op Woensdag, 26 Julie 1995 om 09:00

Eksekusiekrediteur: **Nedcor Bank Beperk.**

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

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

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

(c) Onmiddellik na die verkoping sal die koper die voorwaardes van verkoping teken wat by die Balju se Kantoor, Vredefort, nagegaan mag word.

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

(e) Die koopprys sal betaalbaar wees teen 10% (tien persent) daarvan, tesame met die Balju se kostes, onmiddellik na die verkoping, in kontant of deur bankgewaarborgde tjeks, en die onbetaalde balans tesame met rente op die algehele koopprys betaalbaar word of verseker word deur 'n bank- of bouverenigingwaarborg binne 14 (veertien) dae vanaf datum van verkoping.

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

(g) Die volledige voorwaardes van verkoop is beskikbaar by die kantoor van die Balju, Parys.

Saaknommer: **661/94.**

Vonnisskuldenaar: **Dirk Wessels.**

Eiendom: Deel 19, Villa Riviera, Parys.

Verwysing: C. F. Swanepoel/ej/N4428/SAP839.

Beskrywing: 'n Woonhuis met twee slaapkamers, kombuis, sitkamer en badkamer.

Groot: 39 (nege-en-dertig) vierkante meter.

C. F. Swanepoel, vir De Villiers & Joynt, Eiser se Prokureur, Dolfstraat 63, Parys, 9585. [Tel. (0568) 2181/2/3.]

PUBLIC AUCTIONS, SALES AND TENDERS
OPENBARE VEILINGS, VERKOPE EN TENDERS

TRANSVAAL

CAHI AUCTIONEERS APPRAISERS AND STOCK LIQUIDATORS

REGISTRATION No. CK87/12616/23

INSOLVENT ESTATE AUCTION THREE BEDROOM HOME, RANDGATE, RANDFONTEIN

Duly instructed by the Trustee in the insolvent estate **M. A.** and **M. du Bruyn,** Master's Reference No. T1375/95.

We will sell Tuesday, 18 July 1995 at 11:00, on Site 123, Strydom Street, Randgate, Randfontein.

Three bedrooms, bathroom, fitted kitchen, lounge/dining-room and single lock up garage.

View by appointment.

Terms: 20% (twenty per cent) deposit on the fall of the hammer (cash or bank-guaranteed cheques only).

Balance within 30 days after confirmation.

For further info contact Greg of Cahi Auctioneers, 99 Beatrix Street, Arcadia, Pretoria. [Tel. (012) 325-7250.] [Fax. (012) 324-2215.]

KAPPY'S AUCTIONS

INSOLVENT ESTATE **MARK TYRONE PRINCE,** MASTER'S REFERENCE No. T4137/94

Duly instructed by the Trustee in the above matter, we will sell by public auction on the spot, 12 Agapantha Street, Brackenhurst, Alberton, on Friday, 14 July 1995 at 10:30, the following:

Delightful family home with lovely pool, jacuzzi and entertainment area, Brackenhurst, Alberton.

Certain Erf 13, situated at 12 Agapantha Street, Brackenhurst, Alberton, measuring approximately 1 500 m^2, upon which is erected a delightful family home, comprising carpeted entrance hall, leading into very spacious carpeted dining-room and lounge area with a feature brick fireplace, large fully fitted bar in spacious playroom with beamed ceiling, fully fitted kitchen with eye-level oven and hob, four fairsized carpeted bedrooms m.e.s. tiled floor to ceiling, second bathroom tiled, fitted built-in cupboards in all bedrooms, bricked driveway, three under cover parkings, staff quarters and store-room, established garden, lovely pool with pebbled surround, magnificent entertainment area with sauna and jacuzzi, two lapas, braai and changeroom, pre-cast walling.

Terms: 15% (fifteen per cent) deposit on signature of conditions of sale and the balance within 30 days from date of confirmation.

Viewing: Fridays 16:00—17:30. Saturdays 10:30—13:00, and 14:00 to 17:30.

For further information contact Kappy's Auctions. Tel. (011) 609-4603. Fax. (011) 452-6966.

CAHI AUCTIONEERS APPRAISERS AND STOCK LIQUIDATORS

REGISTRATION No. CK87/12616/23

INSOLVENT ESTATE AUCTION THREE BEDROOM HOME, SWIMMING-POOL, SINOVILLE, PRETORIA

Duly instructed by the Trustee in the insolvent estate **J. S. Naude,** Master's Reference No. T1140/95, we will sell Tuesday, 25 July 1995 at 11:00, on site 390 Henri Crescent, Sinoville Extension 4, Stand 1868, measuring 1 000 square metres.

Three bedrooms, main en suite, second full bathroom, newly renovated kitchen, lounge, cum dining-room with sliding door onto pool and garden.

View by appointment.

Terms: 20% (twenty per cent) 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 Auctioneers, 99 Beatrix Street, Arcadia, Pretoria. [Tel. (012) 325-7250.] [Fax. (012) 324-2215.]

PLAAS TE KOOP

Op las van die Land- en Landboubank van Suid-Afrika sal die Balju: Hooggeregshof, WITBANK op 28 Julie 1995 om 10:00 voor die Landdroskantoor te WITBANK die ondergemelde eiendom by publieke veiling verkoop:—

GEDEELTE 6 van die plaas WATERVAL 230, REGISTRASIE AFDELING J.S. TRANSVAAL; GROOT 188,9545 hektaar;

Blykens Akte van Transport T97495/1992, in die naam van HERMANUS JACOBUS KRIEL

Ligging van hierdie eiendom: 45 km noord van Witbank.

Geboue en verbeterings wat beweer word om op die eiendom te bestaan is: Woonhuis, twee store, kamers, motorhuis, vier arbeidershuise en vrugtestal. Veekerend omhein en verdeel in kampe. Boorgat en Wilgerivier. 94 Hektaar is ingelys onder die Gouwsberg Besproeiingsraadskema.

Die koper is verantwoordelik vir die oorplasing van die waterregte op sy naam.

Voornemende kopers se aandag word daarop gevestig dat daar geen verpligting op die Landbank rus om grense of bakens ten opsigte van die eiendom uit te wys nie. Geen versekering kan gegee word dat die beweerde geboue en ander verbeterings wel bestaan of op die eiendom 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 eiendom word voetstoots verkoop soos dit staan, onderworpe aan alle serwitute en voorwaardes in die titelakte vermeld.

By die toeslaan van die bot moet die koper die volgende in kontant of per bankgewaarborgde tjek betaal:—

(a) Minstens een-tiende van die koopprys

(b) 2,5% Afslaerskommissie onderworpe aan 'n maksimum van R7 500. (14% BTW indien van toepassing is eksklusief betaalbaar)

(c) Alle koste in verband met die verkoping wat insluit advertensiekoste.

(d) BTW indien van toepassing, dit is 14% op die volle koopprys;

Die saldo van die koopsom, plus 16,5% 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 eiendom 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.

Dit word beweer dat waterbelasting ten bedrae van R469,00 plus rente verskuldig is.

VERWYSINGSNOMMER: ADAD 02638 01G (REGTE)

Land- en Landboubank van Suid-Afrika, Posbus 375, Pretoria, 0001. 7 Julie 1995.

PLAAS TE KOOP

Op las van die Land- en Landboubank van Suid-Afrika sal die Balju: Hooggeregshof, Lydenburg op 26 Julie 1995 om 10:00 voor die Landdroskantoor te Lydenburg die ondergemelde eiendom by publieke veiling verkoop:—

GEDEELTE 318 van die plaas OHRIGSTAD 443, Registrasie Afdeling K.T., Transvaal;

GROOT: 225,5862 hektaar

Blykens Sertifikaat van Gekonsolideerde Titel T14889/1993 in die naam van IGNATIUS MICHAEL VAN HEERDEN

(Die eiendom is in 'n beheerde gebied naamlik CL-RPBA geleë. Die aandag van voornemende kopers word daarop gevestig dat hul hulself moet vergewis of enige belastings ten opsigte van die eiendom betaalbaar is.)

Ligging van hierdie eiendom: 7 km noordoos van Ohrigstad.

Geboue en verbeterings wat beweer word om op die eiendom te bestaan is: Woonhuis, buitegeboue en drie tabakstore. Veekerend omhein en verdeel in kampe. 2 Boorgate, gronddam en kanaal.

Ressorteer onder die Ohrigstad Staatswaterskema en 30 hektaar van die eiendom is daaronder ingelys met 'n watertoekenningskwota van 7 000 m^3/ha per jaar. Die koper is verantwoordelik vir oorplasing van die waterregte op sy naam.

Die aandag van 'n voornemende koper word daarop gevestig dat indien hy reeds grond besit of belang het in grond onder enige Staatswaterskema of Staatswaterbeheergebied, bevestiging van die betrokke Minister verkry moet word dat hy die waterregte sal kan bekom.

Voornemende kopers se aandag word daarop gevestig dat daar geen verpligting op die Landbank rus om grense of bakens ten opsigte van die eiendom uit te wys nie. Geen versekering kan gegee word dat die beweerde geboue en ander verbeterings wel bestaan of op die eiendom 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 eiendom word voetstoots verkoop soos dit staan, onderworpe aan alle serwitute en voorwaardes in die titelakte vermeld.

By die toeslaan van die bot moet die koper die volgende in kontant of per bankgewaarborgde tjek betaal:—

(a) Minstens een-tiende van die koopprys

(b) 2,5% Afslaerskommissie onderworpe aan 'n maksimum van R7 500. (14% BTW indien van toepassing is eksklusief betaalbaar)

(c) Alle koste in verband met die verkoping wat insluit advertensiekoste.

(d) BTW indien van toepassing, dit is 14% op die volle koopprys.

Die saldo van die koopsom, plus 16,5% 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 eiendom 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.

Dit word beweer dat waterbelasting ten bedrae van R2 251,85 plus rente verskuldig is.

VERWYSINGSNOMMER: AEAB 01216 01G 03G (REGTE)

Land- en Landboubank van Suid-Afrika, Posbus 375, Pretoria, 0001. 1995-07-07.

PETER WILLIAMS PROPERTY AUCTIONS

REGISTRATION No. 83/3833

INSOLVENT ESTATE SALE OF FOUR-BEDROOMED FAMILY HOME, RUSTENBURG

Duly instructed thereto by the trustee in the insolvent estate of **C.** and **D. M. Beukes,** Master's Reference No. T1524/95, we will sell, subject to confirmation, on Friday, 21 July 1995 at 11:00, on the spot, i.e. 194A Kerk Street, Rustenburg, the undermentioned property:

Erf 2/1/1272, Rustenburg, being 194A Kerk Street, measuring 1 398 square metres, on which is erected: A flat-roofed family home of brick under IBR, consisting of four bedrooms (three with built-in cupboards, main bedroom with bathroom en suite), second bathroom with shower, separate toilet, lounge, TV room, large dining-room, kitchen with cupboards and eye-level oven (no stove). Wall-to-wall carpeting in lounge, TV room and bedrooms, double lock-up garage, servant's room and toilet and large swimming-pool.

Auctioneer's note: This property is situated in close proximity to shops, schools, etc.

Terms: 15% (fifteen per cent) deposit on day of sale and balance within 30 days of confirmation.

Viewing: Daily from 10:00 to 17:30.

For further details: Contact the Auctioneers, Peter Williams Auctioneering and Property Services (Pty) Ltd, 181 Louis Trichardt Street, Mayville, Pretoria. [Tel. (012) 335-2931/2.]

PARK VILLAGE AUCTIONS

INSOLVENT ESTATE **J. N. LIEBERTHAL,** MASTER'S REFERENCE No. T526/95

Duly instructed by the Trustee in the above-mentioned insolvent estate, we will sell by public auction, on site at 59 Tregoning Street, Linksfield, Johannesburg, Gauteng, on Wednesday, 12 July 1995, commencing at 10:30, a four bedroomed residential dwelling.

For further particulars and viewing contact the auctioneer, Park Village Auctions. [Tel. (011) 789-4375.] [Fax. (011) 789-4369.]

PARK VILLAGE AUCTIONS

INSOLVENT ESTATE: **P. MOODLIYAR,** TRADING AS MOODLIYAR AUTO ELECTRICAL, MASTER'S REFERENCE No. T3988/93

Duly instructed by the Trustee in the above-mentioned insolvent estate, we will sell by public auction, on site at 138 Himalayas Street, Laudium Extension 2, Pretoria District, Gauteng, on Tuesday, 11 July 1995, commencing at 10:30, a three bedroomed residential dwelling.

For further particulars and viewing contact the auctioneer Park Village Auctions. [Tel. (011) 789-4375.] [Fax. (011) 789-4369.]

RADLEY VEILINGS BK

REGISTRASIE No. CK87/02062/23

INSOLVENTE BOEDELVEILING VAN UITSTEKENDE BESPROEIINGSPLAAS EN LOS BATES, BARBERTON

Wanneer: Maandag, 24 Julie 1995 om 11:00.

Waar: By die plaas (sien ligging).

In opdrag van die Kurator van die insolvente boedel **J. F. Tayler,** T1011/95, verkoop ons die volgende:

Eiendom: Die plaas The Asters 693, Registrasieafdeling JT, Transvaal, groot 266,7512 ha. Die plaas bestaan uit 120 ha lande (130 ha ingelys). Grens vir ± 2,5 km aan die Queensrivier (standhoudend), keerwal, twee elektriese pompe (±227 000ℓ/h) en moederlyne, res weiding, verder is daar twee goeie woonhuise, vier skure, ses stoorkamers, 'n koelkamer, agt arbeidershuise, vier kamer hostel, twee reservoirs, plaaswinkel (sorgum lisensie) en sewe Delanco massadroërs. Naby dorp, Eskomkrag. Sandleemgrond. ±700 mm reën per jaar. Uitstekende pragtige plaas ideaal geskik vir groente en sitrus. Moontlikhede vir onderverdeling.

Los bates: Trekkers: Ford 4000 (1968), Ford 4000 (1971) en Fiat 750 (1973). Voertuie: Mercedes Benz 280S (1974), Ford vragmotor (1970) en Mercedes Benz (1972-wrak), drie sleepwaens, PTO pomp, 19hp Lister en pomp (mobiel), 108 × 108 mm en 107 × 89 mm besproeiingspype, druplyne, watertenk en baie ander implemente en gereedskap.

Voorwaardes van verkoop:

Eiendom: Deposito van 20% (twintig persent) van die volle koopprys by die toeslaan van die bod. Balans 30 dae daarna by wyse van waarborge.

Let wel: Die verkoop van die eiendom is onderhewig aan 'n bekragtigingsperiode van sewe dae.

Los bates: Slegs kontant of bankgewaarborgde tjeks onmiddellik na afloop van die veiling. Die verkoper hou die reg voor om enige item voor of gedurende die veiling te onttrek.

Ligging: Vanaf Nelspruit in Baberton ry met Generalstraat, draai regs by tweede robot (De Villiersstraat), ry tot by eerste vier rigting stopstraat, draai regs in Krugerstraat en ry aan vir 6,9 km tot op grondpad, 3,4 km verder is ingang regs.

Vir nadere besonderhede skakel Chris of Joon Radley by (012) 991-2981 gedurende kantoorure, of (012) 991-2983, saans.

TRAKMAN'S AUCTION SALES

COMPANY IN LIQUIDATION

Instructed thereto by the Liquidator of **Wilsons Cement Industries (Pty) Ltd,** in liquidation, Master's Reference No. T1432/95, we will sell the property known as Erven 1 and 2, Mapleton Township, Boksburg, in extent 2,5684 and 2,5696 hectare respectively upon which is erected workshops and office buildings.

Terms: 20% (twenty per cent) deposit immediately by bank-guaranteed cheque, and the balance within 30 days of confirmation. The above properties are in the name of Wilson Cement Industrial Properties (Pty) Ltd, a wholly owned subsidiary of Wilson Cement Industries (Pty) Ltd, in liquidation. [Tel. (011) 614-7135.]

Sale takes place at the premises 41 Wulfson Road, Mapleton Agricultural Holdings, Boksburg, on Tuesday, 11 July 1995 at 10:30.

Trakman's Auctioneers (Pty) Ltd, P.O. Box 53544, Troyeville, 2139.

MANNIE AUCTIONEERING COMPANY

INSOLVENT ESTATE **R. A. MAHOMED,** MASTER'S REFERENCE No. T605/95

Duly instructed by the Provisional Trustee in the above matter we will sell by public auction on the spot 9 Sager Street, Heidelberg Extension 7, on Tuesday, 18 July 1995 at 10:30, the following:

Double storey factory with basement and drive-in roller shutter entrances Heidelberg Extension 7 (available for immediate occupation).

Certain Erf 1330, situated at 9 Sager Street, Heidelberg Extension 7, measuring approximately 677 square metres upon which is erected a double storey factory with basement comprising:

Basement: Drive-in entrance, four store-rooms (two with showers), internal staircase to ground floor.

Ground floor: Large reception office with strongroom and toilet, large open factory area.

First Floor: External entrance, large open warehouse area, roller shutter with crawl beam for crane or block and tackle.

Terms: 15% (fifteen per cent) deposit on signature of the conditions of sale and the balance within 30 days from date of confirmation.

On view Wednesday, 5 and 12 July 1995 from 11:00 to 15:00.

Mannie Auctioneering Company. [Tel. (011) 344-3810.] [Fax. (011) 334-1542.]

MANNIE AUCTIONEERING COMPANY

INSOLVENT ESTATE **P. L. ASHCROFT,** MASTER'S REFERENCE No. T1494/95

Duly instructed by the Provisional Trustee in the above matter we will sell by public auction, on Monday, 24 July 1995 as follows:

At 10:30, on the spot, 63 Bryntirrold Drive, Lonehill Extension 7, magnificent four-bedroomed home with family room, study and pool—Lonehill Extension 7.

Certain Erf 63, situated 63 Bryntirrold Drive, Lonehill Extension 7, Sandton, measuring approximately 1 066 square metres upon which is erected a residence comprising tiled entrance hall, enormous lounge, dining-room, family room, study, large kitchen with pantry, four bedrooms (two with bathrooms en suite), third bathroom, maids room, garaging for four cars, well established garden, large swimming-pool, fully walled, on view Mondays, Wednesdays and Fridays, from 10:00 to 14:00 at 12:00 on the spot, 293 Palamino Street, Witpoort, Midrand.

Well situated, large agricultural holding, Witpoort, Midrand.

Certain vacant Holding 293 of the farm Witpoort, situated 293 Palamino Street, Witpoort, Midrand, measuring approximately 1,3058 ha.

Terms: 15% (fifteen per cent) deposit on signature of the conditions of sale and the balance within 30 days from date of confirmation.

Mannie Auctioneering Company. [Tel. (011) 334-3810.] [Fax. (011) 334-1542.]

MANNIE AUCTIONEERING COMPANY

MOSSBAY PROPERTIES CC, IN LIQUIDATION, MASTER'S REFERENCE No. T1576/95

Duly instructed by the liquidator in the above matter we will sell by public auction on the spot, Carlswald Close, corner of Fourth Road and Le Roux Avenue, Halfway Gardens Extension 13, Halfway House, Midrand, on Monday, 17 July 1995, commencing at 10:30, the following:

Nine cluster home stands, ready for immediate development in secure complex, fully walled, electronic fencing, electronically controlled gate to complex, guardhouse, Halfway Gardens Extension 13 (adjoining Vorna Valley), Midrand.

Stand 530	*Size (square metres)*
Portion 5	447
Portion 6	453
Portion 17	734
Portion 26	437
Portion 27	480
Portion 29	495
Portion 30	490
Portion 31	484
Portion 34	488

Terms: 15% (fifteen per cent) deposit on signature of the conditions of sale and the balance within 30 days from date of confirmation.

Now on view.

Mannie Auctioneering Company. [Tel. (011) 334-3810.] [Fax. (011) 334-1542.]

BERNARDI AUCTIONEERS/APPRAISERS/ESTATE AGENTS

Favoured with instructions by the Trustee in the insolvent estate **Spider Weave CC,** we will sell by public auction, assorted carpeting and addments, on Saturday 8 July 1995 at 11:00, at 155 Glyn Street, Colbyn, Pretoria.

Bernardi Auctioneers/Appraisers/Estate Agents, 155 Glyn Street, Colbyn. [Tel. (012) 43-6914/5.]

MANNIE AUCTIONEERING COMPANY

JO STEL PROPERTY CC, IN LIQUIDATION, No. T1296/95 AND **JO STEL CC,** IN LIQUIDATION, No. T2465/94, TRADING AS IMPALA BUTCHERY

Duly instructed by the Liquidator in the above matter we will sell by public auction on the spot, Impala Butchery, 6 Reading Road, Evander, on Wednesday, 26 July 1995 at 09:30, as follows:

Modern factory building (with offices) specially designed for the meat or food industry and entire contents of very well equipped wholesale butchery.

Terms: Only cash or bank certified cheques.

On view day prior to sale.

Subject to change without prior notice.

Mannie Auctioneering Company. [Tel. (011) 334-3810.] [Fax. (011) 334-1542.]

CAPE • KAAP

CAHI AUCTIONEERS, APPRAISERS AND STOCK LIQUIDATORS

REGISTRATION No. CK87/12616/23

INSOLVENT ESTATE AUCTION THREE BEDROOM HOME, RAYTON

Duly instructed by the Trustee in the insolvent estate **D. J.** and **L. I. de Jager,** Master's Reference No. T808/95, we will sell Friday, 14 July 1995 at 11:00, on site, 43 Kelfkin Street, Rayton; Stand 1009, measuring 1 117 square metres.

Comprising a three bedroom home, main, en suite, second full bathroom, ultra modern fitted kitchen, double lock-up garage.

View by appointment.

Terms: 10% (ten per cent) deposit on the fall of the hammer (cash or bank-guaranteed cheques only).

The balance within 30 days after confirmation.

Commission payable by buyer.

For further information contact Greg or Jade from Cahi Auctioneers, 99 Beatrix Street, Arcadia. [Tel. (012) 325-7250.] [Fax. (012) 324-2215.]

PLASE TE KOOP

Op las van die Land- en Landboubank van Suid-Afrika sal die Balju: Hooggeregshof, PEARSTON op 28 Julie 1995 om 10:00 voor die Landdroskantoor te PEARSTON die ondergemelde eiendomme by publieke veiling verkoop:—

(1) Erf nr. 469 Pearston in die Munisipaliteit en Afdeling Pearston GROOT 108,7211 hektaar

Eiendom (1) blykens Akte van Transport T51811/1984

(2) Die Restant van die plaas ALLEENGELAATEN CONSOLIDATED nr. 130, in die Afdeling Pearston GROOT 2151,4294 hektaar

Eiendom (2) blykens Sertifikaat van Verenigde Titel T32109/1991 in die naam van PIETER LAFRAS MOOLMAN

Ligging van hierdie eiendomme: 3 km suid van Pearston.

Geboue en verbeterings wat beweer word om op die eiendomme te bestaan is: Woonhuis, melk- en verkoelingskamer, skeerskuur, slagkamer, motorhuis, lusern- en implementeskuur, buitekamer, 7 arbeidershuise en 5 enjinkamers. Veekerend- en jakkalsproef omhein en verdeel in kampe. 7 Boorgate, 5 sementdamme, 15 drinkbakke, 10 grondveesuipingsdamme, grond-dam. Voëlrivier vloei deur die eiendom.

Voornemende kopers se aandag word daarop gevestig dat daar geen verpligting op die Landbank rus om grense of bakens ten opsigte van die eiendomme uit te wys nie. Geen versekering kan gegee word dat die beweerde geboue en ander verbeterings wel bestaan of op die eiendomme soos hierbo gemeld, geleë is nie, of dat enige daarvan vry van retensiereg of huurkoop-ooreenkoms is, of dat 'n aangrensende eienaar geen belang of kontribusie-eis ten opsigte van 'n grensheining het nie.

Die eiendomme word voetstoots verkoop soos dit staan, onderworpe aan alle serwitute en voorwaardes in die titelakte(s) vermeld.

By die toeslaan van die bot moet die koper die volgende in kontant of per bankgewaarborgde tjek betaal:—

(a) Minstens een-tiende van die koopprys

(b) 2,5% Afslaerskommissie onderworpe aan 'n maksimum van R7 500. (14% BTW indien van toepassing is eksklusief betaalbaar). Waar eiendomme aan meer as een koper verkoop word is die totale kommissie vir al die kopers saam onderworpe aan hierdie maksimum op 'n pro rata-basis.

(c) Alle koste in verband met die verkoping wat insluit advertensiekoste.

(d) BTW indien van toepassing, dit is 14% op die volle koopprys;

Die saldo van die koopsom, plus 16,5% 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: DCAS 03508 01G 02G 03G 04G 05G (REGTE)

Land- en Landboubank van Suid-Afrika, Posbus 375, Pretoria, 0001. 29 Junie 1995.

PLASE TE KOOP

Op las van die Land- en Landboubank van Suid-Afrika sal die Balju: Hooggeregshof, Wodehouse op 28 Julie 1995 om 10:00 voor die Landdroskantoor te Dordrecht die ondergemelde eiendomme by publieke veiling verkoop:—

(1) Gedeelte 6 (HELENA) ('n gedeelte van Gedeelte 2) van die plaas DWING FONTEIN nr 169 in die Afdeling van Wodehouse

GROOT: 179,8232 hektaar

(2) Gedeelte 7 (YPRES) ('n gedeelte van Gedeelte 1) van die plaas BOTHAS HOEK nr 167 in die Afdeling Wodehouse

GROOT: 441,2896 hektaar

Eiendomme (1) en (2) Blykens Akte van Transport T34089/1970

(3) Die restant van die plaas SWEMPOORT nr 96 in die Afdeling van Wodehouse

GROOT: 1370,5468 hektaar

Eiendom (3) Blykens Akte van Transport T8956/1978

in die naam van NEIL OWEN HARTLEY

Ligging van hierdie eiendomme: Eiendomme (1) en (2): 12 km suid van Dordrecht

Eiendom (3) 20km noordwes van Dordrecht

Geboue en verbeterings wat beweer word om op die eiendomme te bestaan is:

Eiendomme (1) en (2): Woonhuis, 2 motorhuise, werkswinkel, 3 store, buitegebou en 13 arbeidershuise. Veekerend omhein en verdeel in kampe. 4 Boorgate, 6 sement reservoirs, 13 drinkbakke, gronddamme dien as veesuiping, grondbesproeiingsdam, stuwal en spruite.

Eiendom (3): 2 Woonhuise, 2 motorhuise, waskamer, 2 stoorkamers, enjinkamer, 4 store, bulstal, 2 ramstalle en 4 arbeidershuise. Veekerend omhein en verdeel in kampe. 11 Boorgate, 7 sement reservoirs, 15 drinkbakke, 3 gronddamme en verskeie fonteine.

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: DCBB 01294 02G 03G 05G 07G (REGTE)

Land- en Landboubank van Suid-Afrika, Posbus 375, Pretoria, 0001. 28 Junie 1995.

PHIL MINNAAR AFSLAERS

BOEDEL WYLE **J. W. F. THIRION**

Behoorlik gemagtig deur die Eksekuteur in bogenoemde boedel verkoop ons per openbare veiling, op die perseel, op 11 Julie 1995 om 12:00, Erf 393, Vryburg.

Voorwaardes: 20% (twintig persent) van verkoopprys kontant of bankgewaarborgde tjek met toeslaan van bod. Restant deur verskaffing van waarborge binne dertig (30) dae van bevestiging van verkoping.

Phil Minnaar Afslaers. [Tel. (011) 475-5133.]

ORANGE FREE STATE
ORANJE-VRYSTAAT

PLASE TE KOOP

Op las van die Land- en Landboubank van Suid-Afrika sal die Balju: Hooggeregshof, Rouxville op 28 Julie 1995 om 10:00 voor die Landdroskantoor te Rouxville die ondergemelde eiendomme by publieke veiling verkoop:—

(1) Die plaas GELUKSFONTEIN 651, distrik Rouxville

GROOT: 448,8228 hektaar

Eiendom (1) blykens Akte van Transport T3556/1989

(2) Restant van die plaas ONVERWACHT 684, distrik Rouxville

GROOT: 513,6152 hektaar

Eiendom (2) blykens Akte van Transport T3681/1988

in die naam van GERT CORNELIUS OLIVIER

Akte van Transport T3681/1988 sal op die dag van verkoping beskikbaar wees vir insae deur voornemende kopers.

Ligging van hierdie eiendomme: 8 km suidwes van Rouxville

Geboue en verbeterings wat beweer word om op die eiendomme te bestaan is:—

Eiendom (1): Woonhuis, rondawel, 2 buitekamers, 3 skure, motorhuis en 4 arbeidershuise. Veekerend omhein en verdeel in kampe.

Eiendom (2): Woonhuis, buitekamer, rondawel, dubbelmotorhuis, 2 skure, melkstal, afdak en 4 arbeidershuise. Veekerend omhein en verdeel in kampe. Die watervoorsiening ten opsigte van eiendomme (1) en (2) is soos volg: 9 Boorgate, 7 sementdamme en 5 gronddamme.

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: BBAP 04389 02G (REGTE)

Land- en Landboubank van Suid-Afrika, Posbus 375, Pretoria, 0001. 29 Junie 1995.

PLAAS TE KOOP

Op las van die Land- en Landboubank van Suid-Afrika sal die Balju: Hooggeregshof, HEILBRON op 28 Julie 1995 om 10:00 voor die Landdroskantoor te HEILBRON die ondergemelde eiendom by publieke veiling verkoop:—

Die plaas KATBOSCH NOORD 800, distrik Heilbron

GROOT: 647,2028 hektaar

Blykens Akte van Transport T1692/1958

in die naam van JOHANNES STEPHANUS BOTHA

Die titelakte sal op die dag van verkoping beskikbaar wees vir insae deur voornemende kopers.

Ligging van hierdie eiendom: 20 km noord van Petrus Steyn

Geboue en verbeterings wat beweer word om op die eiendom te bestaan is:—

2 Woonhuise, motorhuis, motorhuis en buitekamer, 2 buitekamers, 2 pophuise, werkswinkel, 3 store, enjinkamer, melkstal, waskamer, hoenderhok, 3 kuilvoertorings, 2 kuilvoerslote. Geheel veekerend omhein en verdeel in kampe. 7 Boorgate, sementopgaartenk, 7 sementdamme, staalopgaartenk, 2 gronddamme.

Voornemende kopers se aandag word daarop gevestig dat daar geen verpligting op die Landbank rus om grense of bakens ten opsigte van die eiendom uit te wys nie. Geen versekering kan gegee word dat die beweerde geboue en ander verbeterings wel bestaan of op die eiendom 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 eiendom word voetstoots verkoop soos dit staan, onderworpe aan alle serwitute en voorwaardes in die titelakte vermeld.

By die toeslaan van die bot moet die koper die volgende in kontant of per bankgewaarborgde tjek betaal:—

(a) Minstens een-tiende van die koopprys

(b) 2,5% Afslaerskommissie onderworpe aan 'n maksimum van R7 500. (14% BTW indien van toepassing is eksklusief betaalbaar)

(c) Alle koste in verband met die verkoping wat insluit advertensiekoste.

(d) BTW indien van toepassing, dit is 14% op die volle koopprys;

Die saldo van die koopsom, plus 16,5% 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 eiendom 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: BCAC 03486 01G 02G (REGTE)

Land- en Landboubank van Suid-Afrika, Posbus 375, Pretoria, 0001. 29 Junie 1995.

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Don't abuse it

water is for everybody

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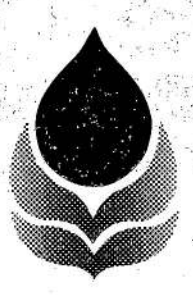
Ons leef  daarvan

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Help om ons land, Suid-Afrika, skoon te hou!

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