

REPUBLIC  
OF  
SOUTH AFRICA



REPUBLIEK  
VAN  
SUID-AFRIKA

# Government Gazette Staatskoerant

Vol. 361

PRETORIA, 28 JULY 1995  
JULIE 1995

No. 16573

## *LEGAL NOTICES*

## *WETLIKE KENNISGEWINGS*

**B**

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

**LIST OF FIXED TARIFF RATES**  
**AND**  
**CONDITIONS**  
**FOR PUBLICATION OF LEGAL NOTICES IN THE**  
**GOVERNMENT GAZETTE**  
**(COMMENCEMENT: 1 APRIL 1994)**

**LIST OF FIXED TARIFF RATES**

*Rate per  
insertion*  
R

**Standardised notices**

|                                                                                                                                                        |       |
|--------------------------------------------------------------------------------------------------------------------------------------------------------|-------|
| <b>ADMINISTRATION OF ESTATES ACTS NOTICES:</b> Forms J 297, J 295, J 193 and J 187 .....                                                               | 13,80 |
| <b>BUSINESS NOTICES</b> .....                                                                                                                          | 32,70 |
| <b>INSOLVENCY ACT AND COMPANY ACTS NOTICES:</b> 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.                                                    |       |
| <b>LOST LIFE INSURANCE POLICIES:</b> Form VL .....                                                                                                     | 16,50 |
| <b>UNCLAIMED MONEYS</b> —only in the extraordinary <i>Government Gazette</i> , 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 |
| <i>(Closing date for acceptance is two weeks prior to date of publication.)</i> |       |

**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, <i>curator bonus</i> and similar and extensive rules <i>nisi</i> ..... | 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 .....                                                                      | 98,50  |
| 251 to 350 words (more than 350 words—calculate in accordance with word count table) ..... | 158,70 |



# LYS VAN VASTE TARIWE

## EN

### VOORWAARDES

#### VIR PUBLIKASIE VAN WETLIKE KENNISGEWINGS IN DIE STAATSKOERANT

**(INWERKINGTREDING: 1 APRIL 1994)**

#### LYS VAN VASTE TARIWE

| <i>Gestandaardiseerde kennisgewings</i>                                                                                                                                                               | <i>Tarief per plasing</i> |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------|
|                                                                                                                                                                                                       | R                         |
| <b>BESIGHEIDSKENNISGEWINGS</b> .....                                                                                                                                                                  | 32,70                     |
| <b>BOEDELWETTEKENNISGEWINGS:</b> Vorms J 297, J 295, J 193 en J 187 .....                                                                                                                             | 13,80                     |
| <b>INSOLVENSIEWET- EN MAATSKAPPYWETTEKENNISGEWINGS:</b> 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.                                                                                                  |                           |
| <b>ONOPGEËISTE GELDE</b> —slegs in die buitengewone <i>Staatskoerant</i> , sluitingsdatum 15 Januarie (per inskrywing van 'n "naam, adres en bedrag") .....                                           | 8,10                      |
| <b>VERLORE LEWENSVERSEKERINGSPOLISSE:</b> Vorm VL .....                                                                                                                                               | 16,50                     |
| <br><i>Nie-gestandaardiseerde kennisgewings</i>                                                                                                                                                       |                           |
| <b>DRANKLISENSIE-KENNISGEWINGS</b> in buitengewone <i>Staatskoerant</i> :                                                                                                                             |                           |
| Alle provinsies verskyn op eerste Vrydag van elke kalendermaand .....                                                                                                                                 | 46,70                     |
| (Sluitingsdatum van indiening is twee weke voor publiseringsdatum.)                                                                                                                                   |                           |
| <b>GEREGTELIKE EN ANDER OPENBARE VERKOPE:</b>                                                                                                                                                         |                           |
| 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                    |
| <b>LIKWIDATEURS EN ANDER AANGESTELDES SE KENNISGEWINGS</b> .....                                                                                                                                      | 49,40                     |
| <b>MAATSKAPPYKENNISGEWINGS:</b>                                                                                                                                                                       |                           |
| Kort kennisgewings: Vergaderings, besluite, aanbod van skikking, omskepping van maatskappy, vrywillige likwidaties, ens.; sluiting van oordrag- of lede-registers 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 likwidaties.....                                                                 | 218,80                    |
| <b>ORDERS VAN DIE HOF:</b>                                                                                                                                                                            |                           |
| Voorlopige en finale likwidaties of sekwestrasies.....                                                                                                                                                | 82,20                     |
| Verlagings of veranderings in kapitaal, samesmeltings, aanbod van skikking,....                                                                                                                       | 218,80                    |
| Geregtelike besture, <i>kurator bonis</i> en soortgelyke en uitgebreide bevelen <i>nisi</i> .....                                                                                                     | 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<br>Aantal woorde in kopie | One insertion<br>Een plasing | Two insertions<br>Twee plasinge | Three insertions<br>Drie plasinge |
|---------------------------------------------------|------------------------------|---------------------------------|-----------------------------------|
|                                                   | 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.

### SLUITINGSTYF VIR DIE AANNAME VAN KENNISGEWINGS

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

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

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

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

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

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

#### APPROVAL OF NOTICES

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

#### THE GOVERNMENT PRINTER INDEMNIFIED AGAINST LIABILITY

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

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

#### LIABILITY OF ADVERTISER

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

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

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

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

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

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

#### GOEDKEURING VAN KENNISGEWINGS

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

#### VRYWARING VAN DIE STAATSDRUKKER TEEN AANSPREEKLIKHEID

4. Die Staatsdrukker aanvaar geen aanspreeklikheid vir—

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

#### AANSPREEKLIKHEID VAN ADVERTEERDER

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

## COPY

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

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

- (1) The kind of notice.

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

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

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

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

## PAYMENT OF COST

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

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

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

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

## KOPIE

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

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

- (1) Die aard van die kennisgewing.

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

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

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

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

## BETALING VAN KOSTE

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

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

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

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

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

gerig word.

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

Die volgende seëls is nie aanvaarbaar nie:

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

**Sien "Belangrike Kennisgewing" onderaan hierdie Voorwaardes.**

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

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

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

**PROOF OF PUBLICATION**

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

**BEWYS VAN PUBLIKASIE**

**15.** Eksempelare 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**  
**GOEWERMENSKENNISGEWINGS** 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 4739/95

IN THE MAGISTRATE'S COURT OF THE DISTRICT OF KEMPTON PARK HELD AT KEMPTON PARK

In the matter between **African Bank Limited**, Plaintiff, and **Solomon Mabena**, Defendant

In pursuance of a judgment of the Magistrate's Court at Kempton Park and writ of execution dated 19 May 1995 the property listed herein will be sold in execution on Thursday, 31 August 1995 at 10:00 at the offices of the Sheriff, Magistrate's Court, at 8 Park Street, Kempton Park, to the highest bidder:

Erf 20, Endulweni Township, Registration Division JR, Province of Pretoria-Witwatersrand-Vereeniging, measuring 289 square metres, held by Deed of Transfer TL65174/1988.

The Judgment Creditor described the improvements on the property as set out hereunder, but no warranties are given in respect thereof:

**Improvements:** Dining-room, toilet, two bedrooms, garage, kitchen and two outside rooms, all under a tin roof and surrounded by fencing.

**Terms:** The purchase price shall be paid as to ten per centum (10%) thereof on the day of the sale and the unpaid balance, together with interest thereon to date of registration of transfer shall be paid or secured by a bank or building society guarantee within fourteen (14) days of the date of the sale to the Sheriff, Magistrate's Court.

The conditions of sale, which will be read immediately prior to the sale, may be inspected at the office of the Sheriff, Magistrate's Court, 8 Park Street, Kempton Park.

**Date:** 14 July 1995.

P. A. de V. Rademan, for Wright, Rose-Innes, Attorneys for Plaintiff, First Floor, Kempen Building, 22 Pine Avenue, corner of Pine Avenue and Voortrekker Street, Kempton Park. (Tel. 975-7028/9.) (Ref. COLLS/Mrs E. van Tonder/C63/95.)

Saak 182/95

IN DIE LANDDROSHOF VIR DIE DISTRIK SCHWEIZER-RENEKE GEHOU TE SCHWEIZER-RENEKE

In die saak tussen **Simon Morolong**, Eiser, en **George Serathi**, Verweerder

Ingevolge 'n uitspraak van bogemelde Hof en 'n lasbrief vir eksekusie gedateer 4 April 1995, sal die volgende onroerende eiendom wat uitwinbaar verklaar is op 11 Augustus 1995 om 10:00, te Homanstraat, Schweizer-Reneke, verkoop word in eksekusie aan die hoogste bieder:

**Woonhuis** geleë te Matlaopanestraat 116, Ipelegeng, Schweizer-Reneke.

**Verbeterings:** Huis: 'n Sitkamer, kombuis en vier slaapkamers. Onder 'n sinkdak.

**Verkoopvoorwaardes:**

1. Die eiendom sal verkoop word aan die hoogste bieder 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 verbandhouders en ander voorkeur skuldeisers.

2. Een tiende van die koopprys sal betaalbaar wees in kontant, direk na die veiling en die balans koopprys sal betaalbaar wees deur middel van bankwaarborg gelewer te word aan die prokureurs, De Kock & Duffey, binne 14 (veertien) dae na datum van veiling, betaalbaar teen registrasie van transport op naam van koper.

3. Die volledige verkoopvoorwaardes wat voor die verkoping deur die Geregsbode uitgelees sal word, lê ter insae by die Landdroskantoor, asook by die kantoor van die Geregsbode, H. J. Boonzaaiër te Schweizer-Reneke.

4. Die eiendom word verkoop onderworpe aan die terme voorwaardes en beperkings soos neergelê in die titelvoorwaardes daarvan en die koper sal verantwoordelik wees vir betaling van alle transportkoste, hereregte en enige ander bykomstige onkoste.

Geteken te Schweizer-Reneke op hede die 7de dag van Julie 1995.

H. J. Boonzaaiër, vir Geregsbode, Homanstraat, Schweizer-Reneke.

G. J. Olivier, vir De Kock & Duffey, Prokureurs vir die Eisersfirma, Bothastraat, Schweizer-Reneke.

Saak 2142/95  
P95/1/NM/U

IN DIE LANDDROSHOF VIR DIE DISTRIK VANDERBIJLPARK GEHOU TE VANDERBIJLPARK

In die saak tussen **Bank of Lisbon International Limited** (65/06706/06), Eiser, en **Marthie Christina Coleman**, Verweerder

Ooreenkomstig 'n vonnis van die Landdros in die bogemelde Agbare Hof en 'n lasbrief tot uitwinning, sal die ondergenoemde eiendom as 'n eenheid om 10:00 op Vrydag, 18 Augustus 1995, voor die Landdroskantoor, Vanderbijlpark, per publieke veiling deur die Balju, Vanderbijlpark, verkoop word:

Erf 379, geleë in die dorpsgebied Vanderbijlpark South East 1, Registrasieafdeling IQ, Pretoria-Witwatersrand-Vereeniging Provinsie, met alle geboue of verbeterings daarop, gehou kragtens Akte van Transport T64029/91, grootte 1 210 (eenduisend tweehonderd-en-tien) vierkante meter.



*Verbeterings:* (ten opsigte waarvan egter geen waarborg gegee word nie): 'n Vierslaapkamerhuis met sitkamer, eetkamer, gesinskamer, kombuis, twee badkamers, buitekamer met toilet, garage, motorafdak, twee dubbele motorafdakke met skadunet, 'n swembad, lapa, plaveisel en betonmure.

Die wesenlike voorwaardes van verkoop is:

1. Voetstoots en sonder reserve.
2. Deposito van 10% (tien persent) kontant by toeslaan van bod. Waarborg vir balans binne (veertien) 14 dae na veiling.
3. Besit en okkupasie teen betaling van deposito en kostes.
4. Verdere voorwaardes by Balju ter insae.

Gedateer te Vanderbijlpark hierdie 12de dag van Julie 1995.

Rooth & Wessels, Prokureur vir Eiser, Concordgebou, Attie Fouriestraat, Vanderbijlpark.

**Case 28009/95**

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

In the matter between **First National Bank of Southern Africa Limited**, Plaintiff, and **Sipho Hezekia Mazibuko**, Defendant

Pursuant to a judgment of the above Honourable Court, dated 9 May 1995, and a warrant of execution dated 18 May 1995, the undermentioned immovable property will be sold in execution by public auction to the highest bidder at 10:00 on 8 September 1995, in front of the Court-House, Fox Street-entrance, Johannesburg:

Certain Erf 82, Moffatview Township, Registration Division IR, Transvaal, situated 312 Southern Klipriversberg Road, Moffatview, Johannesburg.

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

*Improvements:* A dwelling consisting of lounge, dining-room, three bedrooms, bathroom, shower, two toilets, kitchen, breakfast-room and an enclosed patio. *Outbuildings:* Garage, servant's room and a toilet, area 811 square metres, property is held under Deed of Transfer T12011/94.

*Terms:* The purchase price shall be paid as to ten per cent (10%) thereof on the day of the sale and the unpaid balance together with interest thereon to date of registration of transfer, shall be paid or secured by an unconditional or approved bank or building society guarantee within fourteen (14) days of the date of sale to the Sheriff for the Magistrate's Court. The full conditions of sale may be inspected at the offices of the Sheriff, at 100 Sheffield Street, Turffontein, Johannesburg.

Dated at Johannesburg on this the 10th day of July 1995.

R. Reichman-Israelsohn, for Israelsohn von Zwiklitz, Plaintiff's Attorneys, Hunts Corner, 20 New Street South, P.O. Box 6467, Johannesburg. (Tel. 833-5514.) (Ref. BR5442/COLL/PM/LR.)

**Saak 80192/94**

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **ABSA Bank Beperk**, Eiser, en **Andries Johannes van Zyl**, Eerste Verweerder, en **Lynette van Zyl**, Tweede Verweerder

'n Eksekusieverkoop word gehou deur die Balju, Pretoria-Wes, te Kamer 603A, Sesde Verdieping, Olivettihuis, hoek van Schubart- en Pretoriusstraat, Pretoria, op 17 Augustus 1995 om 10:00 van:

Gedeelte 3 van Erf 1231, geleë in die dorpsgebied Pretoria, Registrasieafdeling JR, Transvaal, groot 690 vierkante meter, gehou kragtens Akte van Transport T30896/93 (beter bekend as Zeilerstraat 390, Pretoria-Wes). Besonderhede van die eien- dom en verbeterings daarop word hiermee verstrek, maar nie gewaarborg nie.

*Verbeterings:* 'n Baksteen woonhuis met sinkdak, volvloermatte en teëlvloere, bestaande uit 'n sitkamer, eetkamer, kombuis, drie slaapkamers, badkamer en aparte toilet. *Buitegeboue:* Stoorkamer, waskamer, twee motorhuise 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.)

**Case 10642/93**

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **The Standard Bank of SA Ltd**, Plaintiff, and **Stephen Brown**, Defendant

In terms of a judgment of the Supreme Court of South Africa (Transvaal Provincial Division) in the above-mentioned suit, a sale will be held at 33 Clement Street, Ellaton, Klerksdorp, on Friday, 18 August 1995 at 10:00 of the undermentioned property of the Defendants on the conditions to be read out by the auctioneer at the time of the sale and which conditions may be inspected at the offices of the Sheriff prior to the sale:

Erf 529, in the Township of Ellaton, Registration Division IP, Transvaal (also known as 33 Clement Street, Ellaton, Klerksdorp), measuring 794 (seven hundred and ninety four) square metres, held by virtue of Deed of Transfer T62238/89, subject to the conditions therein contained and more especially to the reservation of mineral rights.

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

Dwelling consisting of entrance hall, lounge, dining-room, kitchen, laundry, three bedrooms, bathroom/w.c., w.c./shower, garage, two carports and servant's w.c.

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

Dated at Pretoria this 12th day of July 1995.

E. M. Eybers, for Adams & Adams, Shorburg, 429 Church Street, Pretoria. [Tel. (012) 320-8500.] (Ref. EME/ep S1198/92.)

Saak 2363/93

IN DIE LANDDROSHOF VIR DIE DISTRIK POTGIETERSRUS GEHOU TE POTGIETERSRUS

In die saak tussen **Jesscon BK.**, Eiser, en **Jenmer Eiendomme BK.**, Verweerder

Ter uitvoerlegging van 'n vonnis wat die Landdros van Potgietersrus toegestaan het op 14 November 1994 en 'n lasbrief vir eksekusie uitgereik in opvolging daarvan, sal die ondergemelde eiendom in eksekusie verkoop word op Vrydag, 18 Augustus 1995 om 10:00 by die Landdroskantoor, geleë te die hoek van Hooge- en Retiefstraat, Potgietersrus, aan die hoogste biebër naamlik.

Resterende gedeelte van Erf 4757, geleë in die dorp Piet Potgietersrust-uitbreiding 13, Registrasieafdeling KS, Transvaal, groot 2 879 (twee agt sewe nege) vierkante meter, gehou kragtens Transportakte T6397/93.

*Die eiendom kan omskryf word soos volg:* Nywerheidsgebou van steen onder sinkdak, groot ongeveer 480 vierkante meter, bestaande uit vier stoorruimtes, drie kantore in aparte ablusieblok, omhein met diamantdraad aan ysterpale, ligging, geleë aan Hammerstraat. Voornemende kopers moet hulself vergewis van die regte wat aan die eiendom kleef, asook die termynne van bestaande huurkontrakte.

*Terme:* 10% (tien persent) van die koopprys in kontant betaalbaar ten tye van verkoping en die balans tesame met rente soos in die verkoopvoorwaardes uiteengesit, moet verseker word deur 'n goedgekeurde bank- of bouverenigingwaarborg binne dertig (30) dae vanaf datum van verkoping. Volledige besonderhede van die verkoopvoorwaardes wat onmiddellik voor die aanvang van die verkoping gelees sal word, is ter insae by die kantore van die Balju, Potgietersrus, Voortrekkerweg 5, en kan te enige tyd gedurende kantoorure geïnspekteer word.

Aldus gedoen en geteken te Potgietersrus op die 13de dag van Julie 1995.

J. F. Winnertz, vir Borman Snyman & Barnard Ing., Prokureur vir Eiser, Rentmeestergebou, Voortrekkerweg 63, Posbus 42, Potgietersrus, 0600. (Verw. mnr. Winnertz/LR/EJ9180.)

Case 9618/94

PH 232

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **The Southern Life Association Limited**, Plaintiff/Execution Creditor, and **Dube, Agnes** (now Mqoqi), Defendant/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, 17 August 1995 at 10:00, of the Defendant's right, title and interest in and to the right of leasehold in respect 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:

All of the Defendant's right, title and interest in and to the right of leasehold in respect of Portion 1 of Erf 3823, Diepkloof, Zone 3 Township, Registration Division IQ, Pretoria-Witwatersrand-Vereeniging, measuring in extent 238 square metres, held under Certificate of Registered Grant of Leasehold TL18665/1988 (Dwelling, being a semi detached house with a flat roof consisting of four bedrooms, lounge, kitchen and bathroom).

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 7th day of July 1995.

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

Case 7385/95

## IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **The Standard Bank of South Africa Limited**, Plaintiff, and **Daniel Struwig**, Defendant

A sale in execution of the undermentioned property is to be held without reserve at the Salesrooms of the Sheriff, Pretoria North East, 234 Visagie Street, Pretoria, on Tuesday 15 August 1995 at 10:00:

*Property:* Portion 29 of Erf 5685, Eersterust Extension 6, Registration Division JR, measuring 520 square meters, and held under Deed of Transfer T2176/1995.

*Improvements:* Lounge, toilet, bathroom three bedrooms, kitchen, tile roof and is surrounded by three sides, known as 226 Ferguson Crescent, Eersterust.

Full conditions of sale can be inspected at the offices of the Sheriff of the Supreme Court, Pretoria North East, 1210 Pretorius Street, Hatfield, Pretoria, 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.

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

V. Stupel, for Hack Stupel & Ross, Attorneys for Plaintiff, Standard Bank Chambers, P.O. Box 2000, Pretoria. (Tel. 325-4185.) [Ref. Mr Stupel/ML VS 7128 (A).]

Case 12242/94  
PH 232

## IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **The Southern Life Association Limited**, Plaintiff/Execution Creditor, and **Kunene, David**, Defendant/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, 17 August 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 835, Tladi Township, Registration Division IQ, Pretoria-Witwatersrand-Vereeniging, measuring in extent 270 square metres, held under Deed of Transfer TL49369/1988 (dwelling, being a house constructed of brick consisting of three bedrooms, lounge, kitchen and bathroom).

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 6th day of July 1995.

Edward Nathan & Friedland Ing., 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.)

Saak 71033/93

## IN DIE LANDDROSHOF VIR DIE DISTRIK JOHANNESBURG GEHOU TE JOHANNESBURG

In die saak tussen **First National Bank Limited**, Eiser, en **P. Watson**, Eerste Verweerder, en **M. M. Watson**, Tweede Verweerder

Ingevolge 'n vonnis van die Landdroshof te Johannesburg en 'n lasbrief vir eksekusie gedateer 2 September 1994, sal die volgende eiendom in eksekusie verkoop word te die Balju se Kantore, Beaconsfieldlaan 41A, Vereeniging, op 18 Augustus 1995, om 10:00 aan die hoogste bieder naamlik:

Erf 1325, Ennerdale-uitbreiding 1, Registrasieafdeling IQ, Transvaal, groot 480 (vierhonderd-en-tagtig) vierkante meter, gehou kragtens Transportakte T39025/1991, ook bekend as Carinastraat 300, Uitbreiding 1, Ennerdale.

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

*Hoofgebou:* Sitkamer, drie slaapkamers, badkamer, toilet, en kombuis. *Buitegeboue:* Geen.

*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 Vereeniging ondersoek word.

Gedateer te Johannesburg op hierdie die 5de Julie 1995.

Brian Alberts & Vennote, Eerste Verdieping, Proteasentrum, hoek van High- en Fortunastraat, Brixton. (Verw. Alberts JAA 47/93B.)



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

In die saak tussen **Eerste Nasionale Bank van SA Beperk**, Eiser, en **Melvin Reginald Jacobs**, handeldrywende as VHA Mellas Bottle Store, Verweerder

Geliewe kennis te neem dat in opvolging van 'n vonnis in bogemelde aksie toegestaan op 6 Februarie 1995, sal die ondergemelde onroerende eiendom, geregistreer in die naam van die Verweerder, sonder 'n reserweprys, deur die Balju in Eksekusie verkoop word op 15 Augustus 1995 om 10:00:

Erf 1049, geleë in die dorpsgebied Eersterust-uitbreiding 2, Registrasieafdeling JR, Transvaal, grootte 248 vierkante meter, gehou kragtens Akte van Transport T97337/1992 (Die eiendom is ook beter bekend as Hans Coverdalestraat-Wes 86, Eersterust).

*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 Besigheidskompleks, bestaande uit twee winkels en poskantoor.

*Verkoopvoorwaardes:* Die verkoopvoorwaardes lê ter insae te die kantore van die Balju by Pretoriusstraat 1210, Hatfield, Pretoria, waar dit gedurende normale kantoorure geïnspekteer kan word.

Gedateer te Pretoria op hierdie 10de dag van Julie 1995.

G. van den Burg, vir Rorich Wolmarans & Luderitz Ing., Ons Eerste Volksbankgebou, Kerkplein 32, Mutuallaan, Pretoria. (Tel. 325-3933.) (Verw. V. D. Burg/LVDW/F9343/B1.)

Saak 25240/94

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

In die saak tussen **Eerste Nasionale Bank van S A Beperk**, Eiser, en **Melvin Reginald Jacobs** (handeldrywende of voorheen handeldrywende as Mellas Bottle Store), Verweerder

Geliewe kennis te neem dat in opvolging van 'n vonnis in bogemelde aksie toegestaan op 6 Februarie 1995, sal die ondergemelde onroerende eiendom, geregistreer in die naam van die Verweerder, sonder 'n reserweprys, deur die Balju in Eksekusie verkoop word op 15 Augustus 1995 om 10:00:

Erf 640, geleë in die dorpsgebied Eersterust-uitbreiding 2, Registrasieafdeling JR, Transvaal, grootte 2 027 vierkante meter, gehou kragtens Akte van Transport T97337/1992. Die eiendom is ook beter bekend as St Josephlaan 390, Eersterust.

*Plek van verkoping:* Die verkoping sal plaasvind te die kantore van die Balju, Pretoria-Noord-Oos, Visagiestraat 234, Pretoria.

*Verbeterings:* Die volgende verbeterings is op die eiendom aangebring alhoewel geen waarborg daartoe verskaf word nie: 'n Besigheidskompleks bestaande uit vier winkels, stoorkamer, afdake en vier kante omhein.

*Verkoopvoorwaardes:* Die verkoopvoorwaardes lê ter insae te die kantore van die Balju by Pretoriusstraat 1210, Hatfield, Pretoria, waar dit gedurende normale kantoorure geïnspekteer kan word.

Gedateer te Pretoria op hierdie 10de dag van Julie 1995.

G. van den Burg, vir Rorich Wolmarans & Luderitz Ing., Ons Eerste Volksbankgebou, Kerkplein 32, Mutuallaan, Pretoria. (Tel. 325-3933.) (Verw. VD Burg/LVDW/F9343/B1.)

Saak 25240/94

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

In die saak tussen **Eerste Nasionale Bank van S A Beperk**, Eiser, en **Melvin Reginald Jacobs** (handeldrywende of voorheen handeldrywende as Mellas Bottle Store), Verweerder

Geliewe kennis te neem dat in opvolging van 'n vonnis in bogemelde aksie toegestaan op 6 Februarie 1995, sal die ondergemelde onroerende eiendom, geregistreer in die naam van die Verweerder, sonder 'n reserweprys, deur die Balju in Eksekusie verkoop word op 15 Augustus 1995 om 10:00:

Erf 1566, geleë in die dorpsgebied Eersterust-uitbreiding 3, Registrasieafdeling JR, Transvaal, grootte 555 vierkante meter, gehou kragtens Akte van Transport T30924/1978. Die eiendom is ook beter bekend as Blaaubergweg 559, Eersterust.

*Plek van verkoping:* Die verkoping sal plaasvind te die kantore van die Balju, Pretoria-Noord-Oos, Visagiestraat 234, Pretoria.

*Verbeterings:* Die volgende verbeterings is op die eiendom aangebring alhoewel geen waarborg daartoe verskaf word nie: 'n Woonhuis onder 'n sinkdak, bestaande uit pleister en sierstene, gesinskamer, twee kombuise, spens, sewe slaapkamers, twee badkamers, twee toilette en buitegeboue met motorhuis, twee stoorkamers en toilet.

*Verkoopvoorwaardes:* Die verkoopvoorwaardes lê ter insae te die kantore van die Balju Pretoria-Noord-Oos, te Pretoriusstraat 1210, Hatfield, Pretoria, waar dit gedurende normale kantoorure geïnspekteer kan word.

Gedateer te Pretoria op hierdie 10de dag van Julie 1995.

G. van den Burg, vir Rorich Wolmarans & Luderitz Ing., Ons Eerste Volksbankgebou, Kerkplein 32, Mutuallaan, Pretoria. (Tel. 325-3933.) (Verw. VD Burg/LVDW/F9343/B1.)



Case 33103/94

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 **Nemafunkani, Rendani Alison**, 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 24 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 South, 100 Sheffield Street, Turffontein, Johannesburg, prior to the sale:

*Certain:* Erf 8846, situated in the Township of Lenasia Extension 10, Registration Division IQ, Transvaal, being 8846 Shaba Crescent, Lenasia Extension 10, measuring 468 (four hundred and sixty-eight) square metres.

The following information is furnished re the improvements though in this respect nothing is guaranteed: A detached single storey brick built residence with tiled roof, comprising kitchen, lounge/dining-room, 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 6th day of July 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/N296.)

Saak 29749/95

## IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **ABSA Bank Beperk**, Eiser, en **Riaan Rudolf Wathen**, Eerste Verweerder, en **Gideon Ashley Wathen**, Tweede Verweerder

'n Eksekusieverkoop word gehou deur die Balju, Pretoria-Noord-Oos, te NG Sinodalesentrum, Visagiestraat 234, Pretoria, op 15 Augustus 1995 om 10:00:

Erf 989, geleë in die dorpsgebied Eersterust-uitbreiding 2, Registrasieafdeling JR, Transvaal, groot 595 vierkante meter, gehou kragtens Akte van Transport T20425/90, beter bekend as Steenkamplaan 229, Eersterust.

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

*Verbeterings:* 'n Baksteenwoonhuis met sinkdak, volvloermatte en vinielteëlvloere, bestaande uit 'n sitkamer, eetkamer, kombuis, vier slaapkamers en twee badkamers.

*Buitegeboue:* Personeelkamer, stoorkamer en toilet.

Besigtigingvoorwaardes by Balju, Pretoria-Noord-Oos, Pretoriusstraat 1210, Hatfield.

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

Case 13805/95

## IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Mzwamadoda Attwell Gubayo**, Defendant

Notice is hereby given that on 17 August 1995 at 10:00, the undermentioned property will be sold by public auction at the offices of the Sheriff, Benoni, 49 Kempston Avenue, Benoni, pursuant to a judgment in this matter granted by the above Honourable Court on 15 June 1995, namely:

Right of leasehold in respect of certain Erf 9407, Etwatwa Extension 15, Registration Division IR, the province of Pretoria—Witwatersrand—Vereeniging, situated at 9407 Etwatwa Extension 15, Benoni.

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

The full conditions of sale may be inspected at the offices of the Sheriff, Benoni, 49 Kempston Avenue, Benoni.

Dated at Boksburg on this the 29th day of June 1995.

Tuckers Inc., Second Floor, Permanent Building, 312 Commissioner Street, Boksburg. (Tel. 892-3400.) (Ref. Mrs L. Pinheiro/H06020.)

Case 13808/95

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Shandrick Booinyana Malapane**, First Defendant, and **Bahwetseng Tryphina Malapane**, Second Defendant

Notice is hereby given that on 17 August 1995 at 10:00, the undermentioned property will be sold by public auction at the offices of the Sheriff, Benoni, 49 Kempston Avenue, Benoni, pursuant to a judgment in this matter granted by the above Honourable Court on 15 June 1995, namely:

Right of Leasehold in respect of certain Erf 9117, Etwatwa Extension 15, Registration Division IR, Transvaal, the province of Pretoria—Witwatersrand—Vereeniging, situated at 9117 Etwatwa Extension 15, Benoni.

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

The full conditions of sale may be inspected at the offices of the Sheriff, Benoni, 49 Kempston Avenue, Benoni.

Dated at Boksburg on this the 29th day of June 1995.

Tuckers Inc., Second Floor, Permanent Building, 312 Commissioner Street, Boksburg. (Tel. 892-3400.) (Ref. Mrs L. Pinheiro/H06023.)

Case 01577/95  
PH 175

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

In the matter between **Eskom Finance Company (Proprietary) Limited**, Plaintiff, and **Le Roux, Johannes Jacobus**, First Defendant, and **Le Roux, Carolina Fredrika**, Second Defendant

In the execution of the judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without a reserve price will be held at the office of the Sheriff of the Supreme Court, 49 Kempston Avenue, Benoni, on 17 August 1995 at 10:00, on the conditions read out by the auctioneer at the office of the Sheriff of the Supreme Court, 49 Kempston Avenue, Benoni, prior to the sale, of the undermentioned property situated at:

32 First Avenue, Northmead, Benoni, being Erf 2466, Benoni Township, Registration Division IR, the province of Pretoria—Witwatersrand—Vereeniging, measuring 1 190 (one thousand one hundred and ninety) square metres, held by Deed of Transfer T32229/1994, which is zoned as residential and consists of (not guaranteed):

A dwelling: Lounge, dining-room, kitchen, bathroom with w.c., entrance, enclosed S and Veranda.

2. Terms:

2.1 10% (ten per centum) of the purchase price in cash on the day of the sale, the balance and interest on the full purchase price at current bonds rates payable against registration of transfer, to be secured by a bank- or building society- or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale.

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

2.2.1 5% (five per centum) of the proceeds of the sale up to a price of R20 000 (twenty thousand rand) and thereafter 3% (three per centum) up to a maximum fee of R6 000 (six thousand rand);

2.2.2 minimum charges R200 (two hundred rand).

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

S. H. Treisman, for Hofmeyr Van der Merwe Inc., Attorneys for Plaintiff, Fourth Floor, Forum II, Braampark, 33 Hoofd Street, Private Bag X1000, Braamfontein. (Ref. Mr Treisman/Mrs Slabber.)

Case 8274/95  
PH 135

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

In the matter between **Eskom Finance Company (Proprietary) Limited**, Plaintiff, and **Dhludhlu, Alfred**, Defendant

In the execution of the judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without a reserve price will be held at the office of the Sheriff of the Supreme Court, 49 Kempston Avenue, Benoni, on 17 August 1995 at 10:00, on the conditions read out by the auctioneer at the office of the Sheriff of the Supreme Court, 49 Kempston Avenue, Benoni, prior to the sale, of the undermentioned property situated at:

Erf 1571, Etwatwa Extension 2 Township, Registration Division IR, Transvaal, the province of Pretoria—Witwatersrand—Vereeniging, measuring 282 (two hundred and eighty-two) square metres, held by Certificate of Registered Grant of Leasehold TL30610/1988, which is zoned as residential and consists of (not guaranteed):

A dwelling: Lounge, two bedrooms, kitchen and bathroom/w.c.

2. Terms:

2.1 10% (ten per centum) of the purchase price in cash on the day of the sale, the balance and interest on the full purchase price at current bonds rates payable against registration of transfer, to be secured by a bank- or building society- or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale.

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

2.2.1 5% (five per centum) of the proceeds of the sale up to a price of R20 000 (twenty thousand rand) and thereafter 3% (three per centum) up to a maximum fee of R6 000 (six thousand rand);

2.2.2 minimum charges R200 (two hundred rand).

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

L. J. Kruger, for Hofmeyr Van der Merwe Inc., Attorneys for Plaintiff, Fourth Floor, Forum II, Braampark, 33 Hoofd Street, Private Bag X1000, Braamfontein. (Ref. Mr Treisman/Mrs Slabber.)

**Case 13806/95**

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Moses Marumo**, First Defendant, and **Sibongile Nakane Marumo**, Second Defendant

Notice is hereby given that on 17 August 1995 at 10:00, the undermentioned property will be sold by public auction at the offices of the Sheriff, Benoni, 49 Kempston Avenue, Benoni, pursuant to a judgment in this matter granted by the above Honourable Court on, namely:

Certain Right of Leasehold in respect of Erf 9499, Etwatwa Extension 15, Registration Division IR, the Province of Pretoria—Witwatersrand—Vereeniging, situated at 9499 Etwatwa Extension 15, Benoni.

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

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

The full conditions of sale may be inspected at the offices of the Sheriff, Benoni, 49 Kempston Avenue, Benoni.

Dated at Boksburg on this 29th day of June 1995.

Tuckers Inc., Second Floor, Permanent Building, 312 Commissioner Street, Boksburg. (Tel. 892-3400.) (Ref. Mrs L. Pinheiro/H06025.)

**Case 8466/95**

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

In the matter between **Federated Timbers (Pty) Limited**, trading as **F T Building Supplies Benoni**, Plaintiff, and **H. W. Irving**, Defendant

A sale in execution of the undermentioned property is to be held without reserve at the office of the Sheriff, White River, at the farm Latwai, Rocky Drift, District of White River, on 18 August 1995 at 10:00. Full conditions of sale can be inspected at the offices of the Sheriff of the Supreme Court, farm Latwai, Rocky Drift, District of White River, 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 164, situated in the Township of Hazyviewvakansiedorp, Registration Division JU, Transvaal, measuring 960 square metres, held under Deed of Transfer No. T31761/1985.

*Improvements:* Vacant stand.

Known as 164 Woodpeckers Limb, Hazyview.

Dated at Pretoria on this the 4th day of July 1995.

V. Stupel, for Hack Stupel and Ross, Attorneys for Plaintiff, Standard Bank Chambers, Pretoria; P.O. Box 2000, Pretoria. (Tel. 325-4185.) [Ref. Mr Stupel/ML VS 7105 (C).]

**Case 8359/95**

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Karlien Marais**, 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 Friday, 18 August 1995 at 10:00. Full conditions of sale can be inspected at the Sheriff, Middelburg, Auxilium Building, 4a Eksteen Street, Middelburg, and will be read out prior to the sale. No warranties are given with regard to the description and/or improvements:

*Property:* Erf 4988, Middelburg Extension 13 Township, Registration Division JS, Transvaal, known as 96 D. F. Malan Street, Middelburg Extension 13.

*Improvements:* Single storey, three bedrooms, two bathrooms, kitchen, lounge, dining-room and garage.

Hack Stupel & Ross, Attorneys for the Plaintiff, P.O. Box 2000, Pretoria. [Tel. (012) 325-4185.] (Our Ref. B. du Plooy/LVDM/GT 2428.)

Saak 15240/94

## IN DIE LANDDROSHOF VIR DIE DISTRIK KLERKSDORP GEHOU TE KLERKSDORP

In die saak tussen **Nedcor Bank**, Eiser, en **Petrus Kote**, Eerste Verweerder, en **Sennelo Marriam Kote**, Tweede Verweerder.

Ingevolge 'n uitspraak van die Landdroshof van Klerksdorp en lasbrief vir eksekusie teen goed met datum 95-01-09 sal die ondervermelde eiendom op Vrydag, 18 Augustus 1995 om 10:00, te Balju vir die Landdroshof, Leaskstraat 23, Klerksdorp, aan die hoogste bieder verkoop word, naamlik:

Alle reg, titel en belang in die huurpag ten opsigte van Erf 1094, Joubert Extension 6 Township, Registrasieafdeling IP, Transvaal, groot 375 vierkante meter.

Onderhewig aan die volgende voorwaardes:

1. Die eiendom sal voetstoots en sonder reserwe verkoop word aan die hoogste bieder, en die veiling sal onderworpe wees aan die voorwaardes van artikel 66 van die Wet op Landdroshowe van 1944, soos gewysig, onderhewig egter aan die goedkeuring van die eerste verbandhouer, Nedcor Bank.

2. Die 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 deur 'n goedgekeurde bank- of bougenootskapwaarborg.

3. Die volgende verbeterings word beweer op die eiendom te wees maar word nie gewaarborg nie:

'n Enkelverdiepingwoonhuis bestaande uit twee slaapkamers, kombuis, sitkamer en badkamer.

4. *Voorwaardes van verkoop:*

Die voorwaardes van verkoop in eksekusie mag gedurende kantoorure by die kantore van die Balju vir die Landdroshof, Leaskstraat 23, Klerksdorp, nagesien word.

Gedateer te Klerksdorp op hierdie 29ste 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/K.2/94.)

Saak 6157/95

## IN DIE LANDDROSHOF VIR DIE DISTRIK KLERKSDORP GEHOU TE KLERKSDORP

In die saak tussen **Nedcor Bank**, Eiser, en **Jonny George Baepi**, Eerste Verweerder, en **Motlaklegomo Sarah Baepi**, Tweede Verweerder

Ingevolge 'n uitspraak van die Landdroshof van Klerksdorp en lasbrief vir eksekusie teen goed met datum 95-06-08 sal die ondervermelde eiendom op Vrydag, 18 Augustus 1995 om 10:00, te Balju vir die Landdroshof, Leaskstraat 23, Klerksdorp, aan die hoogste bieder verkoop word, naamlik:

Alle reg, titel en belang in die huurpag ten opsigte van Erf 974, Jouberton-uitbreiding 6-dorp, Registrasieafdeling IP, Transvaal, groot 375 vierkante meter.

Onderhewig aan die volgende voorwaardes:

1. Die eiendom sal voetstoots en sonder reserwe verkoop word aan die hoogste bieder, en die veiling sal onderworpe wees aan die voorwaardes van artikel 66 van die Wet op Landdroshowe van 1944, soos gewysig, onderhewig egter aan die goedkeuring van die eerste verbandhouer, Nedcor Bank.

2. Die 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 verbetering word beweer op die eiendom te wees maar word nie gewaarborg nie:

'n Enkelverdiepingwoonhuis bestaande uit twee slaapkamers, kombuis, sitkamer en badkamer. *Buitegeboue:* Geen.

4. *Voorwaardes van verkoop:*

Die voorwaardes van verkoop in eksekusie mag gedurende kantoorure by die kantore van die Balju vir die Landdroshof, Klerksdorp, nagesien word.

Gedateer te Klerksdorp op hierdie 30ste 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/B.2/95.)

Saak 5515/91

## IN DIE LANDDROSHOF VIR DIE DISTRIK MIDDELBURG GEHOU TE MIDDELBURG

In die saak tussen **Makedonia Catering Equipment**, Eksekusieskuldeiser, en **Kulie Joseph Sigwane**, Eerste Eksekusieskuldenaar, en **Mokjore Thomas Malla**, Tweede Eksekusieskuldenaar

Ingevolge 'n vonnis toegestaan in die Landdroshof van Middelburg, en 'n lasbrief vir eksekusie gedateer 4 Mei 1993, sal die vaste eiendom hieronder genoem, in eksekusie verkoop word op 18 Augustus 1995 om 10:00 voormiddag, voor die Landdroskantore, Tauteslaan, Groblersdal:

1. Plot 430, geleë te Dennilton-landbouhoewes, Registrasieafdeling JS, Transvaal, groot 4,2827 hektaar, gehou kragtens Akte van Transport T18651/1992.



2. Vergunning tot okkupasie ten opsigte van Tembi Bottle Store, Erf 816, Kikvorsfontein, Dennilton.

Die eiendom, synde 'n woonhuis en buitegeboue, word voetstoots verkoop aan die hoogste bieder wie alle agterstallige belastinge en rente op eiser se eis moet betaal, ooreenkomstig die verkoopvoorwaardes wat ter insae lê by die Balju te Groblersdal, en ondergetekende se kantoor gedurende normale kantoorure.

Voorwaardes van betaling is 10% (tien persent) deposito op die dag van die verkoping en die balans by wyse van 'n goedgekeurde bank- en/of bouverenigingwaarborg binne 30 (dertig) dae na verkoping. Die koper moet ook kommissie asook BTW op kommissie betaal.

Geteken te Middelburg op die 31ste dag van Mei 1995.

M. A. Jacobs, vir Riaan Jacobs Prokureur, Voortrekkerstraat 15, Winkel 2B, Middelburg, 1050. (Verw. R623/94 bv.)

Saak 30046/95

#### IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **ABSA Bank Bpk.**, Eiser, en **Eliza Maria Szykiewicz**, Verweerder

'n Eksekusieverkoping word gehou deur die Balju, Pretoria-Sentraal, te NG Sinodalesentrum, Visagiestraat 234, Pretoria, op 15 Augustus 1995 om 10:00, van:

'n Eenheid bestaande uit Deel 36, soos getoon en vollediger beskryf op Deelplan SS33/82 in die gebou of geboue bekend as Jacqmar geleë te Erf 746, Muckleneuk, Plaaslike Owerheid: Stadsraad van Pretoria, van welke deel die vloeroppervlakte volgens genoemde Deelplan 87 (sewe-en-tagtig) vierkante meter groot is, en 'n onverdeelde aandeel in die gemeenskaplike eiendom in die grond en gebou of geboue soos getoon en vollediger beskryf op die genoemde deelplan, aan genoemde deel toegedeel in ooreenstemming met die deelnemingskwota van genoemde deel.

Gehou kragtens Sertifikaat van Geregistreerde Deeltitel ST33/82 (36) (UNIT), beter bekend as Jacqmarwoonstelle 405, Walkerstraat 245, Muckleneuk.

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

*Verbeterings:* 'n Baksteenwoonstel met betondak en plankvloere, bestaande uit 'n sitkamer, eetkamer, kombuis, een en 'n half slaapkamers en badkamer. *Buitegeboue:* Motorafdak.

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 5893/95

#### IN DIE LANDDROSHOF VIR DIE DISTRIK KLERKSDORP GEHOU TE KLERKSDORP

In die saak tussen **Nedcor Bank**, Eiser, en **Laurance Lovey Duffy**, Eerste Verweerder, en **Motsusi Monica Duffy**, Tweede Verweerder

Ingevolge 'n uitspraak van die Landdroshof, Klerksdorp, en lasbrief vir eksekusie teen goed met datum 29 Mei 1995 sal die ondervermelde eiendom op Vrydag, 18 Augustus 1995 om 10:00, te Balju vir die Landdros, Leaskstraat 23, Klerksdorp aan die hoogste bieder verkoop word, naamlik:

Erf 1764, situated in the Town Alabama Extension 2, Registrasieafdeling IP, Transvaal, groot 572 vierkante meter.

*Onderhewig aan die volgende voorwaardes:*

1. Die eiendom sal voetstoots en sonder reserwe verkoop word aan die hoogste bieder, en die veiling sal onderworpe wees aan die voorwaardes van artikel 66 van die Wet op Landdroshof 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 twee slaapkamers, kombuis, badkamer en sitkamer, en buitegeboue: Geen.

4. *Voorwaardes van verkoop:* Die voorwaardes van verkoop in eksekusie mag gedurende kantoorure by die kantore van die Balju vir die Landdroshof, Klerksdorp, nagesien word.

Gedateer te Klerksdorp op hierdie 26ste dag van Junie 1995.

A. H. Snyman, vir J. J. Oosthuizen, Du Plooy & Vennote, Boomstraat, Permanentegebou, Eerste Verdieping; Posbus 22, Klerksdorp, 2570. (Verw. A. H. Snyman/D.3/95.)

Case 06063/95

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

In the matter between **First National Bank of Southern Africa Limited**, Plaintiff, and **Jorge Augusto Baeta das Dorees**, First Defendant, and **Maria Dulce Bezelga das Dorees**, 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 for Johannesburg South at the offices of the Sheriff of the Supreme Court for Johannesburg East and North, 131 Marshall Street, Johannesburg, on Thursday, 24 August 1995 at 10:00, of the undermentioned property of the Defendants on the conditions to be read out by the auctioneer at the time of the sale, and which conditions will lie for inspection at the offices of the Sheriff of the Supreme Court for Johannesburg South at the offices of the Sheriff of the Supreme Court for Johannesburg South, 100 Sheffield Road, Turffontein, Johannesburg, prior to the sale:

*Certain:* Erf 336, Oakdene Extension 1 Township, Registration Division IR, Transvaal, situated at 48 Outeniqua Avenue, Oakdene Extension 1, Johannesburg, measuring 793 square metres, held by Deed of Transfer T20964/1982.

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

A double storey brick dwelling with a tiled roof, consisting of an entrance hall, lounge, dining-room, study, kitchen, scullery, five bedrooms, three bathrooms, three showers, four toilets, dressing-room and double garage.

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

M. J. Boyce, for Cloete & Boyce, Plaintiff's Attorneys, 16 Sixth Avenue, Lower Houghton, Johannesburg; P.O. Box 9030, Johannesburg, 2000. (Tel. 483-3416.)

Case 01955/95

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Sapiente International (Proprietary) Limited**, Defendant

Notice is hereby given that on 17 August 1995 at 10:00, the undermentioned property will be sold by public auction at the offices of the Sheriff, Benoni, 49 Kempston Avenue, Benoni, pursuant to a judgment in this matter granted by the above Honourable Court on 7 June 1995, namely:

**Certain:** Portion 47 (a portion of Portion 6) of the farm Rietpan 66, Registration Division IR, the Province of Pretoria-Witwatersrand-Vereeniging, situated at 47 Beryl Street, Rietpan Farm, Benoni.

The following improvements (which are not warranted to be correct) exist on the property, consisting of business premises consisting of control rooms and offices.

The full conditions of sale may be inspected at the offices of the Sheriff, Benoni, 49 Kempston Avenue, Benoni.

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

Tuckers Inc., Second Floor, Permanent Building, 312 Commissioner Street, Boksburg. (Tel. 892-3400.) (Ref. Mrs L. Pinheiro/H01679.)

Case 12837/95

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Dawid Stefanus Liebenberg**, First Defendant, and **Eldorette Liebenberg**, Second Defendant

Notice is hereby given that on 17 August 1995 at 10:00, the undermentioned property will be sold by public auction at the offices of the Sheriff, Benoni, 49 Kempston Avenue, Benoni, pursuant to a judgment in this matter granted by the above Honourable Court on 8 June 1995, namely:

**Certain:** Erf 4225, Northmead Extension 1, Registration Division IR, the Province of Pretoria-Witwatersrand-Vereeniging, situated at 14 Meteor Street, Northmead Extension 1, Benoni.

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

The full conditions of sale may be inspected at the offices of the Sheriff, Benoni, 49 Kempston Avenue, Benoni.

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

Tuckers Inc., Second Floor, Permanent Building, 312 Commissioner Street, Boksburg. (Tel. 892-3400.) (Ref. Mrs L. Pinheiro/H05068.)

Case 13804/95

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Sizakele Florence Sibiya**, Defendant

Notice is hereby given that on 17 August 1995 at 10:00, the undermentioned property will be sold by public auction at the offices of the Sheriff, Benoni, 49 Kempston Avenue, Benoni, pursuant to a judgment in this matter granted by the above Honourable Court on 13 June 1995, namely:

**Certain:** Right of leasehold in respect of Erf 9589, Etwatwa Extension 15, Registration Division IR, the Province of Pretoria-Witwatersrand-Vereeniging, situated at 9589 Etwatwa Extension 15, Benoni.

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

The full conditions of sale may be inspected at the offices of the Sheriff, Benoni, 49 Kempston Avenue, Benoni.

Dated at Boksburg on this the 26th June 1995.

Tuckers Inc., Second Floor, Permanent Building, 312 Commissioner Street, Boksburg. (Tel. 892-3400.) (Ref. Mrs L. Pinheiro/H06021.)

Case 13803/95

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Nkumbe Simon Motshweni**, First Defendant, and  
**Susie Ziwe Motshweni**, Second Defendant

Notice is hereby given that on 17 August 1995 at 10:00, the undermentioned property will be sold by public auction at the offices of the Sheriff, Benoni, 49 Kempston Avenue, Benoni, pursuant to a judgment in this matter granted by the above Honourable Court on 13 June 1995, namely:

*Certain:* Right of leasehold in respect of Erf 9289, Etwatwa Extension 15, Registration Division IR, the Province of Pretoria-Witwatersrand-Vereeniging, situated at 9289 Etwatwa Extension 15, Benoni.

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

The full conditions of sale may be inspected at the offices of the Sheriff, Benoni, 49 Kempston Avenue, Benoni.

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

Tuckers Inc., Second Floor, Permanent Building, 312 Commissioner Street, Boksburg. (Tel. 892-3400.) (Ref. Mrs L. Pinheiro/H06019.)

Case 131/95

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Parbhoo Hari Bhaga**, Defendant

Notice is hereby given that on 17 August 1995 at 10:00, the undermentioned property will be sold by public auction at the offices of the Sheriff, Benoni, 49 Kempston Avenue, Benoni, pursuant to a judgment in this matter granted by the above Honourable Court on 11 April 1995, namely:

*Certain:* Erf 1391, Actonville Extension 3, Registration Division IR, the Province of Pretoria-Witwatersrand-Vereeniging, situated at 1391 Moodley Street, Actonville Extension 3, Benoni.

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

The full conditions of sale may be inspected at the offices of the Sheriff, Benoni, 49 Kempston Avenue, Benoni.

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

Tuckers Inc., Second Floor, Permanent Building, 312 Commissioner Street, Boksburg. (Tel. 892-3400.) (Ref. Mrs L. Pinheiro/H01976.)

Saak 4208/95

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **Standard Bank van Suid-Afrika Bpk.**, Eiser, en **William Nell**, Eerste Verweerder, en **Lucia Nell**, Tweede Verweerder

Eksekusieverkoping gehou te word te Strubenstraat 142, Pretoria, op 16 Augustus 1995 om 10:00, van 'n sekere eiendom bekend as Erf 2190, Wierdapark-uitbreiding 2, grootte 1 000 (eenduisend) vierkante meter.

Die eiendom is geleë en staan bekend as Reddersburgstraat 60, Duet Huis Rossi 2, Wierdapark-uitbreiding 2.

*Verbeterings bestaan uit:* Dubbelverdieping, drie slaapkamers, kombuis, twee badkamers, sitkamer, eetkamer en motorhuis.

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

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

Die verkoopvoorwaardes kan ingesien word by die kantore van die Adjunk-Balju, Pretoria-Suid.

S. W. Hugo, vir Solomon Nicolson Rein & Verster, Sewende Verdieping, NBS-gebou, Pretoriusstraat 259, Pretoria; Posbus 645, Pretoria, 0001. (Verw. mnr. Hugo/LL/SB408.)

Case 13801/95

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Daniel Sponshu Mashile**, First Defendant, and  
**Puleng Josephina Mashile**, Second Defendant

Notice is hereby given that on 17 August 1995 at 10:00, the undermentioned property will be sold by public auction at the offices of the Sheriff, Benoni, 49 Kempston Avenue, Benoni, pursuant to a judgment in this matter granted by the above Honourable Court on 12 June 1995, namely:

*Certain:* Right of leasehold in respect of Erf 9621, Etwatwa Extension 15, Registration Division IR, the Province of Pretoria-Witwatersrand-Vereeniging, situated at 9621 Etwatwa Extension 15, Benoni.



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

The full conditions of sale may be inspected at the offices of the Sheriff, Benoni, 49 Kempston Avenue, Benoni.

Dated at Boksburg on this the 22nd day of June 1995.

Tuckers Inc., Second Floor, Permanent Building, 312 Commissioner Street, Boksburg. (Tel. 892-3400.) (Ref. Mrs L. Pinheiro/H06024.)

---

**Case 12410/95**

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Fanie Msimango**, Defendant

Notice is hereby given that on 17 August 1995 at 10:00, the undermentioned property will be sold by public auction at the offices of the Sheriff, Benoni, 49 Kempston Avenue, Benoni, pursuant to a judgment in this matter granted by the above Honourable Court on 6 June 1995, namely:

*Certain:* Right of leasehold in respect of Erf 9663, Etwatwa Extension 15, Registration Division IR, the Province of Pretoria-Witwatersrand-Vereeniging, situated at 9663 Etwatwa Extension 15, Benoni.

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

The full conditions of sale may be inspected at the offices of the Sheriff, Benoni, 49 Kempston Avenue, Benoni.

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

Tuckers Inc., Second Floor, Permanent Building, 312 Commissioner Street, Boksburg. (Tel. 892-3400.) (Ref. Mrs L. Pinheiro/H05065.)

---

**Case 12413/95**

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Mary Phaladi**, Defendant

Notice is hereby given that on 17 August 1995 at 10:00, the undermentioned property will be sold by public auction at the offices of the Sheriff, Benoni, 49 Kempston Avenue, Benoni, pursuant to a judgment in this matter granted by the above Honourable Court on 6 June 1995, namely:

*Certain:* Right of leasehold in respect of Erf 9488, Etwatwa Extension 15, Registration Division IR, the Province of Pretoria-Witwatersrand-Vereeniging, situated at 9488 Etwatwa Extension 15, Benoni.

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

The full conditions of sale may be inspected at the offices of the Sheriff, Benoni, 49 Kempston Avenue, Benoni.

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

Tuckers Inc., Second Floor, Permanent Building, 312 Commissioner Street, Boksburg. (Tel. 892-3400.) (Ref. Mrs L. Pinheiro/H05062.)

---

**Case 12412/95**

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Richard Ngobeni**, First Defendant, and **Jacqueline Ngobeni**, Second Defendant

Notice is hereby given that on 17 August 1995 at 10:00, the undermentioned property will be sold by public auction at the offices of the Sheriff, Benoni, 49 Kempston Avenue, Benoni, pursuant to a judgment in this matter granted by the above Honourable Court on 6 June 1995, namely:

*Certain:* Right of leasehold in respect of Erf 9662, Etwatwa Extension 15, Registration Division IR, the Province of Pretoria-Witwatersrand-Vereeniging, situated at 9662 Etwatwa Extension 15, Benoni.

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

The full conditions of sale may be inspected at the offices of the Sheriff, Benoni, 49 Kempston Avenue, Benoni.

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

Tuckers Inc., Second Floor, Permanent Building, 312 Commissioner Street, Boksburg. (Tel. 892-3400.) (Ref. Mrs L. Pinheiro/H05066.)



Case 12408/95

## IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Boroana Godfrey Maloma**, First Defendant, and  
**Fakazile Roseline Maloma**, Second Defendant

Notice is hereby given that on 17 August 1995 at 10:00, the undermentioned property will be sold by public auction at the offices of the Sheriff, Benoni, 49 Kempston Avenue, Benoni, pursuant to a judgment in this matter granted by the above Honourable Court on 7 June 1995, namely:

*Certain:* Right of leasehold in respect of Erf 9565, Etwatwa Extension 15, Registration Division IR, the Province of Pretoria—Witwatersrand—Vereeniging, situated at 9565, Etwatwa Extension 15, Benoni.

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

The full conditions of sale may be inspected at the offices of the Sheriff, Benoni, 49 Kempston Avenue, Benoni.

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

Tuckers Inc., Second Floor, Permanent Building, 312 Commissioner Street, Boksburg. (Tel. 892-3400.) (Ref. Mrs L. Pinheiro/H05063.)

Case 12415/95

## IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Kgoshana Philemon Matemane**, First Defendant, and  
**Mamakgalake Rebecca Matemane**, Second Defendant

Notice is hereby given that on 17 August 1995 at 10:00, the undermentioned property will be sold by public auction at the offices of the Sheriff, Benoni, 49 Kempston Avenue, Benoni, pursuant to a judgment in this matter granted by the above Honourable Court on 5 June 1995, namely:

*Certain:* Right of leasehold in respect of Erf 9231, Etwatwa Extension 15, Registration Division IR, the Province of Pretoria—Witwatersrand—Vereeniging, situated at 9231 Etwatwa Extension 15, Benoni.

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

The full conditions of sale may be inspected at the offices of the Sheriff, Benoni, 49 Kempston Avenue, Benoni.

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

Tuckers Inc., Second Floor, Permanent Building, 312 Commissioner Street, Boksburg. (Tel. 892-3400.) (Ref. Mrs L. Pinheiro/H05064.)

Case 13192/95

## IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Levy Philemon Molefi Madumo**, First Defendant, and  
**Jane Madumo**, Second Defendant

Notice is hereby given that on 17 August 1995 at 10:00, the undermentioned property will be sold by public auction at the offices of the Sheriff, Benoni, 49 Kempston Avenue, Benoni, pursuant to a judgment in this matter granted by the above Honourable Court on 8 June 1995, namely:

*Certain:* Right of leasehold in respect of Erf 9236, Etwatwa Extension 15, Registration Division IR, the Province of Pretoria—Witwatersrand—Vereeniging, situated at 9236 Etwatwa Extension 15, Benoni.

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

The full conditions of sale may be inspected at the offices of the Sheriff, Benoni, 49 Kempston Avenue, Benoni.

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

Tuckers Inc., Second Floor, Permanent Building, 312 Commissioner Street, Boksburg. (Tel. 892-3400.) (Ref. Mrs L. Pinheiro/H05096.)

Case 13802/95

## IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Ruth Wilheminah Malope**, Defendant

Notice is hereby given that on 17 August 1995 at 10:00, the undermentioned property will be sold by public auction at the offices of the Sheriff, Benoni, 49 Kempston Avenue, Benoni, pursuant to a judgment in this matter granted by the above Honourable Court on 13 June 1995, namely:

*Certain:* Right of leasehold in respect of Erf 9615, Etwatwa Extension 15, Registration Division IR, the Province of Pretoria—Witwatersrand—Vereeniging, situated at 9615 Etwatwa Extension 15, Benoni.

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

The full conditions of sale may be inspected at the offices of the Sheriff, Benoni, 49 Kempston Avenue, Benoni.

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

Tuckers Inc., Second Floor, Permanent Building, 312 Commissioner Street, Boksburg. (Tel. 892-3400.) (Ref. Mrs L. Pinheiro/H06022.)

---

Case 13807/95

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Madala Hitler Khumalo**, Defendant

Notice is hereby given that on 17 August 1995 at 10:00, the undermentioned property will be sold by public auction at the offices of the Sheriff, Benoni, 49 Kempston Avenue, Benoni, pursuant to a judgment in this matter granted by the above Honourable Court on 12 June 1995, namely:

*Certain:* Right of leasehold in respect of Erf 9507, Etwatwa Extension 15, Registration Division IR, the Province of Pretoria—Witwatersrand—Vereeniging, situated at 9507 Etwatwa Extension 15, Benoni.

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

The full conditions of sale may be inspected at the offices of the Sheriff, Benoni, 49 Kempston Avenue, Benoni.

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

Tuckers Inc., Second Floor, Permanent Building, 312 Commissioner Street, Boksburg. (Tel. 892-3400.) (Ref. Mrs L. Pinheiro/H06026.)

---

Case 10712/95

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **David Sidney Barber**, First Defendant, and **Karen Joan Barber**, Second Defendant

Notice is hereby given that on 17 August 1995 at 10:00, the undermentioned property will be sold by public auction at the offices of the Sheriff, Benoni, 49 Kempston Avenue, Benoni, pursuant to a judgment in this matter granted by the above Honourable Court on 23 May 1995, namely:

*Certain:* Erf 5609, Northmead Extension 4, Registration Division IR, the Province of Pretoria—Witwatersrand—Vereeniging, situated at 3 Plane Road, Northmead Extension 4, Benoni.

The following improvements (which are not warranted to be correct) exist on the property: Detached single storey brick residence consisting of: Four bedrooms, bathroom, kitchen, dining-room, lounge and family room and outbuildings comprised of two carports, two garages and swimming-pool.

The full conditions of sale may be inspected at the offices of the Sheriff, Benoni, 49 Kempston Avenue, Benoni.

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

Tuckers Inc., Second Floor, Permanent Building, 312 Commissioner Street, Boksburg. (Tel. 892-3400.) (Ref. Mrs L. Pinheiro/H05016.)

---

Case 11541/95

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Frans Jacobus de Beer**, First Defendant, and **Maria Magdalena de Beer**, Second Defendant

Notice is hereby given that on 17 August 1995 at 10:00, the undermentioned property will be sold by public auction at the offices of the Sheriff, Benoni, 49 Kempston Avenue, Benoni, pursuant to a judgment in this matter granted by the above Honourable Court on 23 May 1995, namely:

*Certain:* Erf 276, Morehill Extension 2, Registration Division IR, the Province of Pretoria—Witwatersrand—Vereeniging, situated at 24 Libra Street, Morehill Extension 2, Benoni.

The following improvements (which are not warranted to be correct) exist on the property: Detached single storey brick residence consisting of: Four bedrooms, three bathrooms, toilet, kitchen, dining-room, lounge, family room and study and outbuildings comprised of two garages and swimming-pool.

The full conditions of sale may be inspected at the offices of the Sheriff, Benoni, 49 Kempston Avenue, Benoni.

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

Tuckers Inc., Second Floor, Permanent Building, 312 Commissioner Street, Boksburg. (Tel. 892-3400.) (Ref. Mrs L. Pinheiro/H05030.)

Saak 5256/95

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

In die saak tussen **Standard Bank van SA Beperk** (62/00738/06), Eiser, en **Gaugelo Agnes Maremane**, Verweerder

Ten uitvoerlegging van 'n vonnis van bogemelde Hof en 'n lasbrief vir eksekusie word die volgende eiendom in eksekusie verkoop op Woensdag, 16 Augustus 1995 om 14:00, deur die Balju vir die Hooggeregshof, Seshego, gehou te die Landdroskantore, Seshego, aan die hoogste bieder:

Eenheid D No. 1319, geleë in die dorpsgebied Seshego, distrik Seshego, groot 1 080 vierkante meter, gehou kragtens Akte van Transport T1734/88.

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

**Straatadres:** Huis 1319, Eenheid D, Seshego.

**Verbeterings:** Teëldakwoonhuis met sitkamer, eetkamer, kombuis, vier slaapkamers en badkamer met toilet.

**Reserweprys:** Die eiendom word sonder reserweprys verkoop.

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

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

**Verkoopvoorwaardes:** Dit lê ter insae by die kantoor van die Balju vir die Hooggeregshof, Seshego, President Krugerstraat 68A, Pietersburg.

Gedateer te Pretoria hierdie 14de dag van Julie 1995.

Haasbroek & Boezaart Ing., Eiser se Prokureurs, Tweede Verdieping, Momentumsentrum, Westoring, Pretoriusstraat; Posbus 2205, Pretoria. [Tel. (012) 322-4401.] (Verw. V Rensburg/Z9514/95/BVDM.)

Saak 35196/94

**IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA**

In die saak tussen **NBS Bank Limited**, Eiser, en **E & J Beleggings BK**, Eerste Verweerder, en **F. E. Cilliers**, Tweede Verweerder

Ingevolge 'n vonnis toegestaan in die Landdroshof en 'n lasbrief vir eksekusie gedateer 6 September 1994, uitgereik deur bogemelde Agbare Hof, sal die volgende eiendom verkoop word deur die Balju van die Landdroshof, Pretoria-Suid, te Strubenstraat 142, Pretoria, aan die hoogste bieder op 30 Augustus 1995 om 10:00:

Hoewe 40, geleë te Monavoni-landbouhoewes, Verwoerdburg, Registrasieafdeling JR, Provinsie van Pretoria-Witwatersrand-Vereeniging, groot 1,7844 (een komma sewe agt vier vier) hektaar (beter bekend as Hoewe 40, Monavoni-landbouhoewes, Wierdapark).

**Voorwaardes van verkoping:**

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

2. Die volgende besonderhede ten opsigte van verbeterings word verskaf maar nie gewaarborg nie:

Dubbelverdiepingwoonhuis met sitkamer, eetkamer, studeerkamer, kombuis, opwasplek, vyf slaapkamers, drie badkamers, agt garages, buitewoonstel met sitkamer/eetkamer, kombuis, twee slaapkamers en badkamer, met swembad, stoep en plaveisel.

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

**Voorwaardes:** Die volle voorwaardes van verkoop lê ter insae by die kantoor van die Balju van die Landdroshof, Pretoria-Suid.

Geteken te Pretoria op hierdie 13de dag van Julie 1995.

S. E. du Plessis, vir Van der Merwe Du Toit & Fuchs, Prokureurs Eksekusieskuldeiser, 14de Verdieping, Sanlamsentrum, Andriesstraat 252, Pretoria. (Verw. mev. Engels/JR48038.)

Case 3045/90

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

In the matter between **The Standard Bank of South Africa Ltd**, Plaintiff, and **Francois Allewyn Landsberg**, First Defendant, and **Engela Wilhelmina Christina Landsberg**, Second Defendant

In terms of a judgment of the Supreme Court of South Africa (Transvaal Provincial Division) in the above-mentioned suit, a sale will be held at the office of the Sheriff, Theo Building, Murray Avenue, Brits, on Friday, 18 August 1995, 08:30, of the undermentioned property of the Defendants on the conditions to be read out by the auctioneer at the time of the sale and which conditions may be inspected at the offices of the Sheriff, prior to the sale:

Portion 110 (a portion of Portion 2), of the farm Elandskraal 469, Registration Division JQ, Transvaal, in extent 5,4965 (five comma four nine six five) hectares, held by virtue of Deed of Transfer T25035/1978, subject to all such conditions as are mentioned or referred to in the aforesaid deed and servitude.



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

Dwelling consists of entrance hall, lounge, dining-room, family room, study, kitchen, three bedrooms, bathroom/shower, bathroom/w.c. and w.c.

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

Dated at Pretoria this 12th day of July 1995.

E. M. Eybers, for Adams & Adams, Shorburg, 429 Church Street, Pretoria. [Tel. (012) 320-8500.] (Ref. EME/ep S219/90.)

**Case 852/92**

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

In the matter between **NBS Bank Ltd** Plaintiff, and **K. H. Kleinveldt**, Defendant

Kindly take notice that pursuant to a judgment of the above Honourable Court granted on 22 April 1995, and subsequent warrant of execution the following property will be sold in execution on 25 August 1995 at 09:00, at the offices of the Magistrate's Court, Nigel, namely:

Stand 283, Alra Park, 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 the purchase price on date of sale.
2. Balance of purchase price plus interest to be guaranteed within 14 (fourteen) days from date of sale.
3. Possession subject to any lease agreement.
4. Reserve price to be read out at sale.

Dated at Nigel on this the 11th day of July 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/N460.)

**Case 18371/93**

# IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **The Standard Bank of SA Limited** Plaintiff, and **Hall, Andrew Edward**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned matter, a sale without a reserve price will be held by the offices of the Acting Sheriff, Germiston South, Du Pesanie Building, 72 Joubert Street, Germiston, on Monday, 14 August 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 Acting Sheriff, Germiston South, prior to the sale:

Erf 144, Rondebult Township, Registration Division IR, Transvaal, being 14 Loskop Drive, Rondebult, Germiston, measuring 991 (nine hundred and one) square metres, held under Deed of Transfer T35426/1993, bonded in favour of Transnet Limited, under Bond B.45834/1993.

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

A dwelling under a tiled roof, comprising lounge, dining-room, playroom, three bedrooms, two bathrooms, two toilets, and kitchen, together with outbuildings including servant's room, toilet, two garages and swimming-pool.

**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 12th day of August 1995.

Hofmeyr Van der Merwe Inc., Attorneys for Plaintiff, Fourth Floor, Forum 11, Braampark, 33 Hoofd Street, Private Bag X1000, Braamfontein. (Tel. 408-9000.) (Ref. Kevin Jones/LM.)



Saak 3813/95

## IN DIE LANDDROSHOF VIR DIE DISTRIK VEREENIGING GEHOU TE VEREENIGING

In die saak tussen **NBS Bank Beperk**, Eiser, en **Klaus Jurgen Angelbauer**, Eerste Verweerder, en **Annette Angelbauer**, Tweede Verweerder

Ter uitwinning van 'n vonnis van die Landdroshof vir die distrik Vereeniging, sal die eiendom hieronder vermeld per openbare veiling verkoop word deur die Balju by die kantoor van die Balju, Landdroshof, Vereeniging, te Beaconsfieldlaan 41A, Vereeniging, op 4 Augustus 1995 om 10:00:

Erf 130, geleë in die dorpsgebied van Bedworth Park, in die Registrasieafdeling IQ, Transvaal, groot 2 506 vierkante meter, gehou kragtens Akte van Transport T51073/94, bekend as Orionstraat 2, Bedworth Park.

**Verbeterings:** Eetkamer, drie slaapkamers, drie badkamers, drie toilette, TV-kamer, studeerkamer, dubbelmotorhuis, motor afdak, buitekamer, swembad, met beton omheining en teëldak.

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

**Voorwaardes:** Die volledige voorwaardes van verkoping lê ter insae by die kantoor van die Balju, Landdroshof Vereeniging. Geteken te Vereeniging op hierdie 30ste dag van Junie 1995.

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

Case 7129/94

## IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **The Standard Bank of S.A. Limited**, Plaintiff, and **Patrick James Orpen**, First Defendant, and **Alison Orpen**, Second Defendant

A sale in execution of the undermentioned property is to be held at the office of the Sheriff, Pretoria South, 142 Struben Street, Pretoria, on Wednesday, 16 August 1995 at 10:00:

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

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

**Property:** Erf 241, situated in the Township The Reeds, Registration Division JR, Transvaal, measuring 1 040 square metres, also known as 25 Tanya Street, The Reeds, Pretoria.

**Improvements:** House, entrance hall, three bedrooms, two bathrooms, kitchen, lounge, garage and outside toilet.

Findlay & Niemeyer Inc., Attorneys for Plaintiff, P.O. Box 801, Pretoria. (Tel. 3262-4871.) (Ref. Mr Coetzee eb S1431.)

Saak 22822/95

## IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **ABSA Bank Beperk**, Eiser, en **Hendrik Lodewyk van der Merwe**, Verweerder

Kennis word hiermee gegee dat ingevolge 'n uitspraak van bogemelde Agbare Hof in bogemelde saak op 13 Junie 1995, en ter uitvoering van 'n lasbrief vir eksekusie, sal die Balju, Wonderboom, op 25 Augustus 1995 om 11:00, die ondervermelde eiendom in eksekusie verkoop te kantoor van die Balju, Wonderboom, Gedeelte 83, De Onderstepoort (net noord van Sasko Meule, ou Warmbadpad, Bon Accord) aan die hoogste bieder:

Die eiendom wat aldus te koop aangebied word, staan bekend as Burgerstraat 468, Pretoria-Noord, en word omskryf as Resterende Gedeelte van Erf 11, Pretoria-Noord, groot 1 276 vierkante meter, gehou kragtens Akte van Transport T39459/70.

Die eiendom bestaan na bewering, maar sonder waarborg, uit 'n ingangsportaal, sitkamer, eetkamer, kombuis, drie slaapkamers, badkamer, matte, warmwater sisteem, enkelmotorhuis en buitetoilet.

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

Gemelde eiendom sal verkoop word op die voorwaardes wat uitgelees sal word deur die Balju ten tye van die verkoping, welke voorwaardes nagegaan kan word by die kantore van die Balju, Pretoria, Wonderboom, Gedeelte 83, De Onderstepoort (ou Warmbadpad, Bon Accord).

Geteken te Pretoria hierdie 12de dag van Julie 1995.

R. F. Kruse, vir Couzyn Hertzog & Horak Ing., Praetor Forumgebou, Van der Waltstraat 269, Pretoria. (Tel. 322-8780.) (Verw. T. Horak/T2207.)

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

In the matter between **In Mora Factors (Pty) Ltd**, Plaintiff, and **Kgalane Robert Malatji**, Defendant

In pursuance of a judgment by the above Honourable Court on 26 April 1991, and a warrant of execution against property, the property described as:

Right, title and interest in Kgalane Bar Lounge, Selwane Village, District of Namakgale, will be sold in front of the Magistrate's Offices at Namakgale, by the Sheriff of Namakgale, on 29 August 1995 at 15:00, without reserve to the highest bidder.

*Improvements* (which are not warranted to be correct and not guaranteed):

Consisting of two buildings. *First building*: Three rooms. *Second building*: Five rooms.

*The material conditions of sale are:*

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

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

2.1 the Magistrates' Courts Act and the rules made thereunder;

2.2 the conditions of the title deed;

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

Dated at Pietersburg on this 7th day of July 1995.

P. J. Luyt, for Pratt Luyt & De Lange, Attorney for the Plaintiff, Legnum Park, 20 Market Street, P.O. Box 152, Pietersburg, 0700. (Ref. P. J. Luyt/SJ/PC6027.)

Saak 5239/95

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA  
(Witwatersrandse Plaaslike Afdeling)In die saak tussen **Transnet Beperk**, Eiser, en **Nare: Tshepo Phillip**, 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, Ockersestraat 22B, Krugersdorp, op 23 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 5960, Kagiso-dorpsgebied, Krugersdorp, Registrasieafdeling IR, Transvaal, groot 318 (drie een agt) 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, drie slaapkamers en twee badkamers.

*Buitegeboue bestaande uit:* Motorhuis.

*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 5de dag van Julie 1995.

Van Wyk De Vries, Eiser se Prokureurs, 42ste Verdieping, Carltonsentrum, Johannesburg. (Tel. 331-9128.) (Verw. M. Postma/jf M22705.)

Saak 112010/93

## IN DIE LANDDROSHOF VIR DIE DISTRIK JOHANNESBURG GEHOU TE JOHANNESBURG

In die saak tussen **First National Bank Limited**, Eiser, en **M. Reddy**, Verweerder

Ingevolge 'n vonnis van die Landdroshof te Johannesburg, en 'n lasbrief vir eksekusie gedateer 9 Desember 1993, sal die volgende eiendom in eksekusie verkoop word te die Balju se Kantore, Beaconsfieldlaan 41A, Vereeniging, op 18 Augustus 1995 om 10:00, aan die hoogste bieder, naamlik;

Erf 1002, Zakariyya Park-uitbreiding 4, Registrasieafdeling IQ, Transvaal, groot 624 (seshonderd vier-en-twintig) vierkante meter, gehou kragtens Transportakte T62202/1990, ook bekend as Thymesingel 1002, Uitbreiding 4, Zakariyya Park, Lenasia.

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

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

*Buitegeboue:* Geen.

*Titelakte voorwaarde:* Streng vir woningdoeleindes alleenlik.

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

Die verkoopsvoorwaardes mag gedurende kantooture te kantore van die Balju vir Vereniging ondersoek word.

Gedateer te Johannesburg op die 10de dag van Julie 1995.

Brian Alberts & Vennote, Eerste Verdieping, Proteasentrum, hoek van High- en Fortunastraat, Brixton. (Verw. Alberts JAA 143/92B.)

Saak 8406/95

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

In die saak tussen **Saambou Bank Beperk**, Eiser, en **Johannes Marthinus Dreyer**, Verweerder

Kennis word hiermee gegee dat ingevolge 'n uitspraak van die Hooggeregshof van Suid-Afrika (Transvaalse Provinsiale Afdeling) in bogemelde saak op 25 Mei 1995, en ter uitvoering van 'n lasbrief tot uitwinning sal die Balju, Brits, op 18 Augustus 1995 om 08:30, te Theogebou, Murraylaan 42, Brits, verkoop:

Sekere Erf 1726, geleë in die dorp Brits-uitbreiding 11, Registrasieafdeling JQ, Transvaal, beter bekend as Bleshoenderstraat 1, Elandsrand, groot 1 013 (een nul een drie) vierkante meter.

Die eiendom is verbeter en bestaan uit 'n woonhuis bestaande uit 'n sitkamer, eetkamer, vier slaapkamers, twee badkamers/w.k., kombuis, motorhuis en aantrekkamer.

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 Theogebou, Murraylaan 42, Brits.

Dyason, Prokureurs vir Eiser, Leopont, Kerkstraat-Oos 451, Pretoria. (Tel. 322-8600.) [Verw. T. du Plessis/AN (FF 0460).]

Saak 3579/95

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

In die saak tussen **ABSA Bank Beperk**, Eiser, en **Langman: Richard John**, 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, Ockersstraat 22B, Krugersdorp, op 23 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 Gedeelte 271 ('n gedeelte van Gedeelte 2) van die plaas Rietfontein 189, Registrasieafdeling IQ, Transvaal, groot 8,5653 (agt komma vyf ses vyf drie) hektaar (ook bekend as Plot 271, Rietfontein, Honeydew, Krugersdorp).

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

(1) Woonhuis met teëldak bestaande uit sitkamer, eetkamer, kombuis, vier slaapkamers, studeerkamer, twee badkamers en aantrekkamer.

(2) Woonhuis met sinkdak bestaande uit sitkamer, kombuis, slaapkamer en badkamer.

**Buitegeboue bestaande uit:** Twee motorafdakke en bediendekamers.

**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 5de dag van Julie 1995.

Van Wyk De Vries, Eiser se Prokureurs, 42ste Verdieping, Carltonsentrum, Johannesburg. (Tel. 331-9128.) (Verw. M. Postma/jf M22307.)

Case 08790/95  
PH 140

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Zwarts, Nicolaas Johannes**, Defendant

In pursuance of a judgment in the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, the property listed herein will be sold on 16 August 1995 at 10:00, at Ground Floor, Klarn Court, 22B Ockers Street, Krugersdorp, to the highest bidder:

(a) Section 29 as shown and more fully described on Sectional Plan SS71/91 in the scheme known as Mindalora Villas in respect of the land a building or buildings situated at Mindalora Township in the area of the Transitional Local Council of Krugersdorp of which section the floor area, according to the sectional plan, is 68 (sixty-eight) 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 ST58502/1993, situated at 17 Mindalore Villas, 19 Main Reef Road, Mindalore, Krugersdorp.

The Judgment Creditor has described the improvements on the property as set out hereunder, but no warranties are given in respect thereof:

*Description:* A Residential flat situated in a sectional title scheme consisting of a block of flats.

*Main building:* A block of flats, in which the unit is located, which unit consists of lounge, dining-room, two bedrooms, full bathroom and kitchen.

*Outbuildings:* Garage and carport.

*Constructed:* Brick under pitched tile roof.

*Terms:* The purchase price shall be paid as to 10% (ten per centum) thereof in cash on the day of the sale and the unpaid balance, together with interest thereon to date of registration of transfer at the rate of 16,25% (sixteen comma two five per centum) per annum shall be paid or secured by a bank or building society guarantee within 14 (fourteen) days of the sale.

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

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

Orelowitz Inc., Plaintiff's Attorneys, First Floor, Palm Grove, Grove City, 196 Louis Botha Avenue, Houghton Estate; P.O. Box 46366, Orange Grove, 2119. (Tel. 483-1737/41/44/62/66.) (Fax. 483-1785.) (Ref. N5945/Mr Orelowitz/ab.)

Saak 6612/95

#### IN DIE LANDDROSHOF VIR DIE DISTRIK KLERKSDORP GEHOU TE KLERSDORP

In die saak tussen **Nedcor Bank**, Eiser, en **Albert Myburg Etsebeth**, Eerste Verweerder

Ingevolge 'n uitspraak van die Landdroshof, Klerksdorp, en lasbrief vir eksekusie teen goed met datum 13 Mei 1995 sal die ondervermelde eiendom op Vrydag, 18 Augustus 1995 om 10:00, te die Balju vir die Landdroshof, Leask 23, Klerksdorp, aan die hoogste bieder verkoop word, naamlik:

Deel 42 soos getoon op Deelplan SS181/81 in die skema bekend as Edenhof ten opsigte van geboue geleë te Erf 440, Adamayview, groot 82 vierkante meter.

*Onderhewig aan die volgende voorwaardes:*

1. Die eiendom sal voetstoots en sonder reserwe verkoop word aan die hoogste bieder, en die veiling sal onderworpe wees aan die voorwaardes van artikel 66 van die Wet op Landdroshowe van 1944, soos gewysig, onderhewig egter aan die goedkeuring van die Eerste Verbandhouer, Nedcor Bank.

2. Die koopprijs sal betaalbaar wees teen betaling van 10% (tien persent) van die koopprijs in kontant onmiddellik na afhandeling van die verkoop, en die onbetaalde balans tesame met rente daarop bereken teen 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 Enkelverdiepingwoning bestaande uit twee slaapkamers, kombuis, sitkamer en badkamer.

4. *Voorwaardes van verkoop:* Die voorwaardes van verkoop in eksekusie mag gedurende kantoorure by die kantore van die Balju vir die Landdroshof, Klerksdorp, nagesien word.

Gedateer te Klerksdorp op hierdie 10de dag van Julie 1995.

A. H. Snyman, vir J. J. Oosthuizen, Du Plooy & Vennote, Boomstraat, Eerste Verdieping, Permanente Gebou, Posbus 22, Klerksdorp, 2570. (Verw. A. H. Snyman/E.1/95.)

Case 49188/94

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

In the matter between **First National Bank of Southern Africa Limited**, Plaintiff, and **Mr Thembinkosi Adolphus Zuma**, Defendant

Persuant to a judgment of the above Honourable Court, dated 14 September 1994, and a warrant of execution dated 23 March 1995, the undermentioned immovable property will be sold in execution by public auction to the highest bidder on 1 September 1995 at 10:00, at the Sheriff's Office, 41A Beaconsfield Avenue, Vereeniging:

Certain Portion 66 of Erf 323, The De Deur Estates Limited Township, Registration Division IQ, Transvaal, situation 66 Boundary Manor, Extension 2, De Deur, Vereeniging.

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

*Improvements:* A single storey detached dwelling consisting of three bedrooms (one room bic), kitchen and bathroom.

*Area:* 8 030 square metres.

Property's held under Deed of Transfer T21576/93.

*Terms:* The purchase price shall be paid as to ten per cent (10%) thereof on the day of the sale and the unpaid balance together with interest thereon to date of registration of transfer, shall be paid or secured by an unconditional or approved bank or building society guarantee within fourteen (14) days of the date of sale to the Sheriff for the Magistrate's Court. The full conditions of sale may be inspected at the offices of the Sheriff at 41A Beaconsfield Avenue, Vereeniging.

Dated at Johannesburg on this the 12th day of July 1995.

Israelsohn von Zwiklitz, for R. Reichman-Israelsohn, Plaintiff's Attorneys, Hunts Corner, 20 New Street South, P.O. Box 6467, Johannesburg. (Tel. 833-5514.) (Ref. BS4325/COLL/PM/LB.)



Saak 676/95

## IN DIE LANDDROSHOF VIR DIE DISTRIK NIGEL GEHOUD TE NIGEL

In die saak tussen **Eerste Nasionale Bank**, Eiser, en **B. E. en mev. R. Bolt**, Verweerder

Geliewe kennis te neem dat ingevolge uitspraak van bogenoemde Agbare Hof gedateer 16 Mei 1995 en daaropvolgende lasbrief vir eksekusie die hiernagenoemde eiendom op 1 September 1995 om 09:00 te die Landdroskantore, Kerkstraat, Nigel, geregtelik verkoop sal word, naamlik:

Erf 737, Alrapark, Nigel, ook bekend as Applecrescent 4, Alrapark, Nigel.

*Beskrywing van eiendom:* Steengebou met sinkdak, kombuis, sitkamer, drie slaapkamers, badkamer met toilet en beton omheining.

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

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

Gedateer te Nigel op hede die 12de dag van Julie 1995.

Brits Pretorius Kruger & Coetzer Ing., Tweedelaan 35, Nigel, 1490, Posbus 467, Nigel, 1490. [Tel. (011) 739-2445.] (Verw. AP/E598.)

Saak 16710/95

## IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOUD TE PRETORIA

In die saak tussen **NBS Bank Limited**, Eiser, en **Bongani Joseph Msezane**, Verweerder

Ingevolge 'n vonnis toegestaan in die Landdroshof en 'n lasbrief vir eksekusie gedateer 12 Junie 1995 uitgereik deur bogemelde Agbare Hof, sal die volgende eiendom verkoop word deur die Balju van die Landdroshof, Wonderboom, te Gedeelte 83, De Onderstepoort (net noord van Sasko Meule), ou Warmbadpad, Bon Accord, aan die hoogste bieder op 18 Augustus 1995 om 11:00:

Stand 1672, Soshanguve-dorpsgebied, Blok BB, distrik Soshanguve, groot 186 (eenhonderd ses-en-tagtig) vierkante meter, beter bekend as 172 Blok BB, Soshanguve.

*Voorwaardes van verkoping:*

1. Die eiendom sal aan die hoogste bieder verkoop word en die koop sal onderworpe wees aan die terme en voorwaardes van die Landdroshofwet en reëls daaronder geproklameer en van die terme van die titelaktes in sover dit van toepassing mag wees.
2. Die volgende besonderhede ten opsigte van verbeteringe word verskaf maar nie gewaarborg nie: Enkelverdieping woonhuis met drie slaapkamers, badkamer, kombuis, sitkamer, eetkamer en omhein.
3. *Terme:* 10% (tien persent) van die koopprys onmiddellik by aangaan van die koop en die volle balans plus rente soos vervat in die eksekusielasbrief, en in die geval van enige ander preferente skuldeiser, teen die rentekoers betaalbaar op so 'n Eiser se eis vanaf datum van verkoping tot datum van registrasie van die transport, en moet deur 'n bank of bougenootskap gewaarborg wees, welke waarborg binne 14 dae vanaf die datum van verkoping aan die Geregsbode oorhandig moet word.

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

Geteken te Pretoria op hierdie 17de dag van Julie 1995.

S. E. du Plessis, vir Van der Merwe Du Toit & Fuchs, Prokureurs vir Eksekusieskuldeiser, 14de Verdieping, Sanlamsentrum, Andriesstraat 252, Pretoria. (Verw. mev. Engels/JR58006.)

Saak 204/95

## IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **Standard Bank van SA Beperk** (62/00738/06), Eiser, en **Mhlupeki Jacob Mazibuko**, Eerste Verweerder, en **Dolly Mazibuko**, Tweede Verweerder

Ten uitvoerlegging van 'n vonnis van bogemelde Hof en 'n lasbrief vir eksekusie, word die volgende eiendom in eksekusie verkoop op Vrydag, 18 Augustus 1995 om 11:00, deur die Balju vir die Hooggeregshof, Wonderboom, gehou te die Balju se Kantore, Gedeelte 83, De Onderstepoort (net noord van die Sasko Meule), ou Warmbadpad, Bon Accord, Pretoria, Gauteng, aan die hoogste bieder:

Gedeelte 8, van Erf 688, Soshanguve-M-dorpsgebied, Registrasieafdeling JR, Transvaal, groot 425 vierkante meter, gehou kragtens Akte van Transport T1573/94.

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

*Straatadres:* Standplaas 8/688, M Blok, Soshanguve.

*Verbeterings:* Teëldakwoonhuis met sitkamer, kombuis, twee slaapkamers en badkamer met toilet.

**Reserweprys:** Die eiendom word sonder reserweprys verkoop.

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

**Afslaskoste:** Betaalbaar deur die koper op die dag van verkoping.

**Verkoopvoorwaardes:** Dit lê ter insae by die kantoor van die Balju vir die Hooggeregshof, Wonderboom, Gedeelte 83, De Onderstepoort (net noord van Sasko Meule), ou Warmbadpad, Bon Accord, Pretoria.

Gedateer te Pretoria hierdie 17de dag van Julie 1995.

Haasbroek & Boezaart Ing., Eiser se Prokureurs, Tweede Verdieping, Momentumsentrum, Westoring, Pretoriusstraat, Posbus 2205, Pretoria. [Tel. (012) 322-4401.] (Verw. V. Rensburg/Z9576/94/BVDM.)

Case 13224/94

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Mark Andrew Wright**, Defendant

A sale in execution of the undermentioned property is to be held without reserve at 12 Coert Steynberg Street, Witbank Extension 12, Witbank, on Friday 25 August 1995, at 09:30:

**Property:** Erf 2429, situated in the Township of Witbank Extension 12, Registration Division JS, Transvaal, known as 12 Coert Steynberg Street, Witbank Extension 12.

**Improvements:** Single storey, two bedrooms, kitchen, lounge and bathroom.

Full conditions of sale can be inspected at the Sheriff, Witbank, 3 Rhodes Street, Witbank, and will be read out prior to the sale.

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

Hack Strupel & Ross, Attorneys for the Plaintiff, P. O. Box 2000, Pretoria. [Tel. (012) 325-4185.] (Ref. B. du Plooy/LVDM/GT 1744.)

Case 4245/95

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Thomas Ngwato**, Defendant

A sale in execution of the undermentioned property is to be held without reserve at the Magistrate's Court, Delville Street, Witbank, on Friday 25 August 1995, at 10:00:

**Property:** All right, title and interest to the leasehold in respect of Erf 4017, kwaGuqa Extension 7 Township, Registration Division JS, Transvaal.

**Improvements:** Two bedrooms, kitchen, lounge and bathroom.

Full conditions of sale can be inspected at the Sheriff, Witbank, at 3 Rhodes Street, Witbank, and will be read out prior to the sale.

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

Hack Stupel & Ross, Attorneys for the Plaintiff, P. O. Box 2000, Pretoria. [Tel. (012) 325-4185.] (Ref. B. du Plooy/LVDM/GT 2338.)

Saak 4134/95

IN DIE LANDDROSHOF VIR DIE DISTRIK PIETERSBURG GEHOU TE PIETERSBURG

In die saak tussen **ABSA Bank**, Eksekusieskuldeiser, en **Jacobus Petrus Pretorius**, Eksekusieskuldenaar

Ten uitvoer van 'n vonnis wat die Landdros van Pietersburg toegestaan het op 20 Junie 1995 en 'n lasbrief vir eksekusie uitgereik in opvolging daarvan, sal die ondergemelde eiendom in eksekusie verkoop word op 1 September 1995 om 10:00, by Landdroskantore, Pietersburg, aan die hoogste bieder, naamlik:

Resterende gedeelte van Gedeelte 1 van Erf 663, geleë in die dorp Pietersburg, Registrasieafdeling LS, Noord-Transvaalse Provinsie, groot 1 357 (eenduisend driehonderd sewe-en-vyftig) vierkante meter.

**Die eiendom kan omskrywe word soos volg:** Woonhuis geleë te Dorpsstraat 29A, Pietersburg, gebou van steen bestaan uit sitkamer, eetkamer, kombuis, drie slaapkamers, badkamer, patio, buitegeboue bestaande uit stoor en motorhuis.

**Terme:** Die veilingskoste plus 10% (tien persent) van die koopprys in kontant betaalbaar ten tye van die verkoping en die balans tesame met rente soos in die verkoopvoorwaardes uiteengesit, moet verseker word deur 'n goedgekeurde bank- of bougenootskapwaarborg binne 30 (dertig) dae vanaf datum van verkoping. Volledige besonderhede van die verkoopvoorwaardes wat onmiddellik voor die aanvang van die verkoping gelees sal word, is ter insae by die kantore van die Balju, Landdroshof, Pietersburg, en kan te eniger tyd gedurende kantoorure geïnspekteer word.

Geteken te Pietersburg op die 13de dag van Julie 1995.

W. A. H. Nel, vir Steytler Nel & Calitz, Eerste Verdieping, Pioniersentrum, Marestraat 52, Pietersburg. (Verw. mnr. Nel/LF/ANU027.)

Case 7077/93

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

In the matter between **First National Bank**, Plaintiff, and **P. and C. A. Lawlan**, Defendants

Kindly take notice that pursuant to a judgment of the above Honourable Court granted on 14 February 1994, and subsequent warrant of execution, the following property will be sold in execution on 25 August 1995 at 15:00, at the Sheriff's Office, 66 Fourth Street, Springs, namely:

*Erf and township:* Erf 659, Modder East Extension 1 Township, measuring 907 square metres, Registration Division IR, Transvaal, also known as 16 Langkloof Street, Modder East Extension 1.

*Description of the property:* Brick building, tiled roof, lounge, dining-room, kitchen, bathroom, toilet and three bedrooms.

*Terms:* The purchaser shall pay to the Sheriff 10% (ten per centum) of the purchase price of the property on the date of the sale. The purchaser shall pay 5% (five per centum) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand) and thereafter 3% (three per centum) to a maximum fee of R6 000 (six thousand). Within 14 days of the date of the sale the purchaser must deliver an acceptable bank guarantee for payment of the balance of the purchase price on registration of the property in his/her name. The purchaser shall be liable to pay interest at a rate of 16% (sixteen per centum) per annum, from date of sale to date of transfer of the property to the secured creditor, namely First National Bank, in whose favour bonds are registered over the property. The full conditions of sale may be inspected at the offices of the Sheriff of the Court.

Dated at Springs on this the 7th day of July 1995.

H. F. Delport, for Ivan Davies Theunissen, IDT Building, P.O. Box 16, Docex 6, Springs. (Ref. Mr Ashton/NK/DN0143.)

Saak 8055/95

## IN DIE HOOGEREGSHOF VAN SUID-AFRIKA

(Witwatersrandse Plaaslike Afdeling)

In die saak tussen **NBS Bank Limited**, Eiser, en **Nchabeleng: J. N.**, Verweerder

Ter uitwinning van 'n vonnis van die Hooggeregshof van Suid-Afrika (Witwatersrandse Plaaslike Afdeling) in bogemelde saak, sal 'n verkoping sonder 'n reserweprys gehou word te die kantore van die Balju, Leeuwpoortstraat 182, Boksburg, op Vrydag, 18 Augustus 1995 om 11:15, van die ondergemelde eiendom van die Verweerder wat deur die Balju gelees sal word ten tye van die verkoping en welke voorwaardes by die kantore van die Balju van die Hooggeregshof, Leeuwpoortstraat 182, Boksburg, voor die verkoping ter insae sal lê:

Sekere Erf 542, Dawn Park-uitbreiding 2, Registrasieafdeling IR, Transvaal, gehou deur Joel Nkwele Nchabeleng, onder Akte van Transport T34171/94, bekend as Janetteweg 181, Dawn Park, Boksburg, groot 982 vierkante meter.

*Sonering:* Residensiële.

*Spesiale gebruiksvergunnings en voorwaardes:* Geen.

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

*Buitegeboue:* Geen.

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

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

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

Gedater te Alberton op hede die 12de dag van Julie 1995.

Kloper Jonker Ingelyf, Prokureurs vir Eiser, Eerste Verdieping, Terracegebou, Eaton Terrace 1, Posbus 6, Alberton; p.a. Docex 216, Presidentstraat 84, Johannesburg. (Verw. N3036/EU/PP.)

Saak 2948/95

## IN DIE LANDDROSHOF VIR DIE DISTRIK KLERKSDORP GEHOU TE KLERKSDORP

In die saak tussen **P. J. Jacobs**, Eerste Eiser, en **J. M. Jacobs**, Tweede Eiser, en **P. C. Nel**, Eerste Verweerder, en **M. Nel**, Tweede Verweerder

Ingevolge 'n uitspraak van die Landdros van Klerksdorp en lasbrief vir eksekusie teen goed met datum 2 Mei 1995, sal die ondervermelde eiendomme op Vrydag, 18 Augustus 1995 om 10:00, te die Baljukantore, Klerksdorp, aan die hoogste bieder verkoop word, naamlik:

Sekere Gedeelte 153 ('n gedeelte van Gedeelte 86) van die plaas Elandsheuvel 402, Registrasieafdeling IP, Transvaal 2, Registrasieafdeling IP, Transvaal, groot 3 512 vierkante meter, gehou kragtens Akte van Transport T82734/89, bekend as Elandsheuvelstraat 90, Elandsheuvel, Klerksdorp.



Hierdie eiendom bestaan uit sitkamer, eetkamer, ingangsportaal, studeerkamer, kombuis, opwas, gang, twee slaapkamers, volledige badkamer, hoofslaapkamer met volledige badkamer, motorhuis vir vier motors, twee slaapkamers aangebou aan motorhuis, bediendekamer met toilet en stoorkamer.

*Onderhewig aan die volgende voorwaardes:*

1. Die eiendom sal voetstoots en sonder reserwe verkoop word aan die hoogste bieder, en die veiling sal onderworpe wees aan die voorwaardes van artikel 66 van die Wet op Landdroshowe van 1944, soos gewysig, onderhewig egter aan die goedkeuring van die verbandhouer, P. J. Jacobs en J. M. Jacobs.

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 20% (twintig persent) per jaar tot datum van registrasie van transport, sal binne 21 (een-en-twintig) dae na datum van verkoop, betaal word of gewaarborg word as goedgekeurde bank- of bougenootskapwaarborg.

3. Die eiendomme is verbeter en bestaan uit: Soos bo uiteengesit.

4. *Voorwaardes van verkoop:* Die voorwaardes van verkoop in eksekusie mag gedurende kantoorure by die kantore van die Balju vir die Landdroshof, Leaskstraat 23, Klerksdorp, nagesien word.

Ben de Wet & Botha Ingelyf, Spes Bonagebou, Boomstraat 19, Posbus 33, Klerksdorp. (Verw. mnr. Botha/HS.)

**Saak 4620/95**

#### IN DIE LANDDROSHOF VIR DIE DISTRIK KLERKSDORP GEHOU TE KLERKSDORP

In die saak tussen **Nedcor Bank**, Eiser, en **Keseabetswe Lucia Moncho**, Verweerder

Ingevolge 'n uitspraak van die Landdroshof van Klerksdorp, en lasbrief vir eksekusie teen goed met datum 21 Junie 1995, sal die ondervermelde eiendom op Vrydag, 18 Augustus 1995 om 09:00, te Balju vir die Landdroshof, 25 Championstraat, Orkney, aan die hoogste bieder verkoop word, naamlik:

Alle reg, titel en belang in die huurpag ten opsigte van Erf 2515, Kanana-uitbreiding 1, Registrasieafdeling IP, Transvaal, groot 333 (driehonderd drie-en-dertig) vierkante meter.

*Onderhewig aan die volgende voorwaardes:*

1. Die eiendom sal voetstoots en sonder reserwe verkoop word aan die hoogste bieder, en die veiling sal onderworpe wees aan die voorwaardes van artikel 66 van die Wet op Landdroshowe van 1944, soos gewysig, onderhewig egter aan die goedkeuring van die Eerste Verbandhouer, **Nedcor Bank**.

2. Die 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 Enkelverdiepingwoning bestaande uit twee kamers, kombuis, eetkamer en badkamer. *Buitegeboue:* Geen.

4. *Voorwaardes van verkoop:* Die voorwaardes van verkoop in eksekusie mag gedurende kantoorure by die kantore van die Balju vir die Landdroshof, Orkney, nagesien word.

Gedateer te Klerksdorp op hierdie 18de dag van Julie 1995.

A. H. Snyman, vir J. J. Oosthuizen, Du Plooy & Vennote, Boomstraat, Permanentegebou, Eerste Verdieping, Posbus 22, Klerksdorp, 2570. (Verw. mnr. A. H. Snyman/M.7/95.)

**Saak 878/94**

#### IN DIE LANDDROSHOF VIR DIE DISTRIK BRAKPAN GEHOU TE BRAKPAN

In die saak tussen **Saambou Bank Beperk**, Eksekusieskuldeiser, en **Wilhelmina Maria van Dyk**, Eksekusieskuldenaar

Ingevolge 'n vonnis toegestaan in bogemelde Hof op 7 Maart 1994, en 'n lasbrief vir eksekusie gedateer 22 Maart 1994, sal die volgende onroerende eiendom voetstoots verkoop word deur die Balju by die kantoor van die Balju te: Prince Georgelaan 439, Brakpan, op Vrydag, 18 Augustus 1995 om 11:00:

Erf 64, Minnebron-dorpsgebied, Registrasieafdeling IR, provinsie Gauteng, groot 1 067 (eenduisend sewe-en-sestig) vierkante meter, gehou kragtens Akte van Transport T35084/1990, geleë te Des Fountain Singel 22, Minnebron, Brakpan.

Die eiendom bestaan uit die volgende alhoewel geen waarborg gegee word nie: 'n Enkelverdiepingwoonhuis omskep in 'n kleuterskool bestaande uit twee klaskamers, twee speelkamers, twee slaapkamers, twee badkamers, 8 handwasbakke, kombuis, spens, vier stoorkamers, bediendekamer en buitetoilet.

*Vernaamste voorwaardes van verkoping:*

1. Die voorwaardes van verkoping sal ter insae lê by die kantoor van die Balju van Brakpan, Prince Georgelaan 439, Brakpan.

2. Die verkoping geskied sonder voorbehoud by wyse van openbare verkoping en die eiendom word behoudens die bepaling van artikel 66 (2) van die Landdroshowe Wet, No. 32 van 1944, soos gewysig, aan die hoogste bieder 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 die 17de dag van Julie 1995.

C. de Heus, vir Du Plessis, De Heus & Van Wyk, Prokureurs vir Eksekusieskuldeiser, Marilestgebou, Woburnlaan 72, Benoni. [Tel. (011) 422-2435.] (Verw. mnr. De Heus/MH/AB265.)

Saak 1508/95

## IN DIE LANDDROSHOF VIR DIE DISTRIK HOËVELDRIF GEHOU TE EVANDER

In die saak tussen **ABSA Bank Bepark**, handelende as United Bank, Eiser, en **Andries Petrus Christoffel van Schalkwyk**, Eerste Verweerder

In opvolging van 'n vonnis toegestaan in die Landdroshof van Evander, en lasbrief vir eksekusie gedateer 23 Junie 1995, sal die eiendom hieronder genoem verkoop word in eksekusie op 22 Augustus 1995 om 10:00, by die perseel te Laingstraat 32, Trichardt, aan die hoogste bieder vir kontant, naamlik:

*Eiendomsbeskrywing:* Twee werkwinkels met latrine- en kombuisgeriewe, sewe kantore en omheining aan twee kante. *Eiendom:* Erf 348, Trichardt-dorpsgebied, Registrasieafdeling IS, Transvaal, groot 1 487 (eenduisend vierhonderd sewe-en-tagtig) vierkante meter, gehou kragtens Akte van Transport T38685/80, geleë te Laingstraat 32, Trichardt.

Bogemelde eiendom is die eiendom van die Verweerder en die voorwaardes sal uitgelees word ten tye van die verkoping welke voorwaardes geïnspekteer kan word by die kantore van die Balju, Evander. Die belangrikste voorwaardes daarin vervat is: Dat die eiendom verkoop sal word aan die hoogste bieder vir kontant.

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

J. Jacobs, vir Cronje, De Waal & Van der Merwe, Eerste Verdieping, Unitedgebou, Posbus 48, Secunda, 2302. (Verw. Jacobs/emcd/A.1101.)

Saak 1645/95

## IN DIE LANDDROSHOF VIR DISTRIK HOËVELDRIF GEHOU TE EVANDER

In die saak tussen **ABSA Bank Bepark**, handeldrywende as Allied Bank, Eiser, en **Corneles Johannes Becker**, Eerste Verweerder, en **Maria Magdalena Becker**, Tweede Verweerder

In opvolging van 'n vonnis toegestaan in die Landdroshof van Evander, en lasbrief vir eksekusie gedateer 5 Julie 1995, sal die eiendom hieronder genoem verkoop word in eksekusie op 22 Augustus 1995 om 11:00, by die perseel te Piketbergstraat 60, Secunda-uitbreiding 15, aan die hoogste bieder vir kontant, naamlik:

*Eiendomsbeskrywing:* Sitkamer, eetkamer, kombuis, drie slaapkamers, badkamer, stort, twee toilette, motorhuis, swembad, betonmure aan drie kante.

*Eiendom:* Erf 5070, Secunda-uitbreiding 15, Registrasieafdeling IS, Transvaal, groot 953 (negehoenderd drie-en-vyftig) vierkante meter, gehou kragtens Akte van Transport T36520/91, geleë te Piketbergstraat 60, Secunda, 2302.

Bogemelde eiendom is die eiendom van die Verweerder en die voorwaardes sal uitgelees word ten tye van die verkoping welke voorwaardes geïnspekteer kan word by die kantore van die Balju, Evander. Die belangrikste voorwaardes daarin vervat is: Dat die eiendom verkoop sal word aan die hoogste bieder vir kontant.

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

J. Jacobs, vir Cronje, De Waal & Van der Merwe, Eerste Verdieping, Unitedgebou, Posbus 48, Secunda, 2302. (Verw. Jacobs/emcd/A.1111.)

Saak 1519/95

## IN DIE LANDDROSHOF VIR DIE DISTRIK HOËVELDRIF GEHOU TE EVANDER

In die saak tussen **ABSA Bank Bepark**, handelende as Allied Bank, Eiser, en **Tome de Gois Quintal**, Verweerder

In opvolging van 'n vonnis toegestaan in die Landdroshof, Evander en lasbrief vir eksekusie gedateer 3 Julie 1995, sal die eiendom hieronder genoem verkoop word in eksekusie op 22 Augustus 1995 om 12:00, by die perseel te Montanaweg 9, Evander, aan die hoogste bieder vir kontant, naamlik:

*Eiendomsbeskrywing:* Ingangsportaal, sitkamer, eetkamer, drie slaapkamers, kombuis, twee badkamers met aparte toilet, motorhuis, twee motorafgakke en bediendekwartiere.

*Eiendom:* Erf 449, Evander, Registrasieafdeling IS, Transvaal, groot 927 (negehoenderd sewe-en-twintig) vierkante meter, gehou kragtens Akte van Transport T58007/87, geleë te Montanaweg 9, Evander.

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

Die belangrikste voorwaardes daarin vervat is:

Dat die eiendom verkoop sal word aan die hoogste bieder vir kontant.

Gedateer te Secunda op 13 Julie 1995.

J. Jacobs, vir Cronje, De Waal & Van der Merwe, Eerste Verdieping, Unitedgebou, Posbus 48, Secunda, 2302. (Verwys. Jacobs/emcd/A.1100.)

Saak 2301/93

## IN DIE LANDDROSHOF VIR DIE DISTRIK NELSPRUIT GEHOU TE NELSPRUIT

In die saak tussen **Standard Bank**, Eiser, en **P. G. Neethling**, Verweerder

Ingevolge 'n uitspraak van bogemelde Agbare Hof en 'n lasbrief vir eksekusie gedateer 8 Desember 1993, sal die ondervermelde onroerende eiendom in eksekusie verkoop word aan die hoogste bieder op Vrydag, 18 Augustus 1995 om 09:00, te Landdroskantoor, Brits, naamlik:

Gedeelte 26 van die plaas Buffelshoek 468, distrik Brits.

*Verkoopvoorwaardes:*

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

2. Die verdere verkoopvoorwaardes is vervat in die koopkontrak wat ter insae lê by die Balju, Brits van Theogebou, Murraylaan 42, Brits, met telefoonnommer (01211) 52-1979 asook by ondervermelde adres, wat vir inspeksie beskikbaar is gedurende die gewone kantoorure.

Geteken te Nelspruit op hede die 10de dag van Julie 1995.

Swanepoel & Vennote, Prokureurs vir Eiser, Vyfde Verdieping, Proromgebou, Brownstraat, Posbus 1300, Nelspruit. (Tel. 5-2401.) (Faks. 5-3335.) (Verw. Pieter Swanepoel/svdm/S9-93.)

Case 2667/95

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Ronald Deon Swart**, First Defendant, and **Rosa Mary Swart**, Second Defendant

On 18 August 1995 at 11:15, the undermentioned property will be sold in execution at the Sheriff's Offices, 182 Leeuwpoot Street, Boksburg:

Certain Portion 2 of Erf 1018, Boksburg North Extension, Registration Division IR, the Province of Pretoria-Witwatersrand-Vereeniging, situated at 2A 10th Street, Boksburg North Extension.

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

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

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

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

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

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

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

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

C. M. Klinkert, for Tuckers Inc., Permanent Building, Commissioner Street, Boksburg. (Tel. 892-3400.) (Ref. Mrs L. Pinheiro/H04091.)

Case 7248/93

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

In the matter between **NBS Bank Limited**, Plaintiff, and **Gregory Rodney Schubert**, Defendant

Pursuant to a judgment granted by the above Honourable Court dated 2 November 1993, and a warrant of execution, the undermentioned property will be sold on 18 August 1995 at 11:15, at the Sheriff's Office, 182 Leeuwpoot Street, Boksburg, to the highest bidder:

Certain Erf 705, Reigerpark Extension 1, Boksburg, known as 705 Klapperbos Street, Reigerpark Extension 1, Boksburg, measuring 606 square metres, held under Deed of Transfer T14606/1984.

*Improvements:* Single-storey dwelling with corrugated iron roof consisting of lounge, dining-room, kitchen, three bedrooms, two bathrooms, two toilets, garage and servants' quarters with toilet.

(To the best of our knowledge and information).

*Terms and conditions:*

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

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

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

4. The complete conditions of sale may be inspected at the office of the Deputy Sheriff, Boksburg.

Dated at Boksburg on this the 14th day of July 1995.

J. Matthee, for Malherbe, Rigg & Ranwell, Attorneys for Plaintiff, United Building, Second Floor, Commissioner Street, Boksburg. (Tel. 892-2040.) (Ref. COLL/AM/DC2/10.)



Case 12263/94

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Antonio Manuel Ribeiro Ferreira**, First Defendant, and **Stacey Griffiths**, Second Defendant

On 18 August 1995 at 11:15, the undermentioned property will be sold in execution at the Sheriff's Offices, 182 Leeuwpoot Street, Boksburg:

Certain Erf 22, Ravenswood Extension 1, Registration Division IR, the Province of Pretoria-Witwatersrand-Vereeniging, situated at 10 Engel Street, Ravenswood Extension 1.

*Improvements:* Detached single storey brick residence consisting of three bedrooms, two bathrooms, kitchen, dining-room, lounge, study and outbuildings comprising two garages and swimming-pool.

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

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

3. The purchaser shall pay all amounts necessary to obtain transfer of the property, including 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 13th day of July 1995.

C. M. Klinkert, for Tuckers Inc., Permanent Building, Commissioner Street, Boksburg. (Ref. 892-3400.) (Ref. Mrs L. Pinheiro/H01959.)

Case 8867/95  
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 **Nuttall, Stephen**, First Execution Debtor, and **Nuttall, Christine Helen**, 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 24 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, Johannesburg East, 131 Marshall Street, Johannesburg, prior to the sale:

*Certain:* Erven 7243 and 7244, situated in the Township of Kensington, Registration Division IR, Transvaal, being 144 Leicester Road, Kensington, Johannesburg.

*Measuring:* 496 (four hundred and ninety-six) and 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, three bedrooms, bathroom with outbuildings with similar construction comprising of garage, servant's room and toilet.

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

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

Dated at Johannesburg on this 14th day of July 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/N339.)

Case 14102/94  
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 **Ngema, Christopher Baduza**, First Execution Debtor, and **Makara, Agnes**, 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 24 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, Johannesburg West, 32 Von Brandis Street, Johannesburg, prior to the sale:

*Certain:* Erf 2150, situated in the Township of Protea Glen Extension 1, Registration Division IQ, Transvaal, being 2150 Protea Glen Extension 1, Soweto.

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

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

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

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

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

Dated at Johannesburg on this 14th day of July 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/N260.)

Case 24577/93  
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 **Lamprecht Diderich Johannes**,  
First Execution Debtor, and **Lamprecht Jacoba Frederika Beatrix**, Second Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the office of De Klerk, Vermaak & Partners, Overvaal Building, 28 Kruger Avenue, Vereeniging, on 24 August 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 58, situated in the Township of Sonlandpark, Registration Division IQ, Transvaal, being 11 Waterberg Street, Sonlandpark, Vereeniging.

*Measuring:* 1 093 (one thousand and ninety-three) square metres.

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

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

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

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

Dated at Johannesburg on this 14th day of July 1995.

Ramsay, Webber & Company, Plaintiff's Attorneys, Fifth Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/fp/L222.)

Case 9356/95  
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 **Mahlaba, Moses**, 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 25 August 1995 at 11:15, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff, Boksburg, 182 Leeuwpoot Street, Boksburg, prior to the sale:

*Certain:* Erf 6498, situated in the Township of Vosloorus Extension 9, Registration Division IR, Transvaal, being 6498 Vosloorus Extension 9, Boksburg.

*Measuring:* 280 (two hundred and eighty) square metres.

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

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

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

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

Dated at Johannesburg on this 14th day of July 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/M1112.)

Case 14317/95  
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 **Mojaki, Abraham Mokhethe**, 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 22 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 5498, situated in the Township of Moleleki Extension 2, Registration Division IR, Transvaal, being 5498 Moleleki Extension 2, Kattlehong, Germiston.

*Measuring:* 260 (two hundred and sixty) square metres.

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

A detached single storey brick built residence with tiled roof, comprising kitchen, lounge/dining-room, 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 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 13th day of July 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/M1150.)

Case 9269/95  
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 **Masisi, Tebogo Stephen**, First Execution Debtor, and **Sehume, Magugudi Jane**, 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 25 August 1995 at 11:15, of the undermentioned property of the Defendants on the conditions which will lie for inspection at the offices of the Sheriff, Boksburg, 182 Leeuwpoot Street, Boksburg, prior to the sale:

*Certain:* All right, title and interest in the leasehold in respect of Erf 1028, situated in the Township of Vosloorus Extension 2, Registration Division IR, Transvaal; being 1028 Vosloorus Extension 2, Boksburg.

*Measuring:* 308 (three hundred and eight) square metres.

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

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

*Terms:* 10% (ten per centum) of the purchase price in cash on the day of sale, the balance payable against registration of transfer, to be secured by a bank or building society or other acceptable guarantee to be furnished within 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 13th day of July 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/M1111.)



## IN DIE HOOGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **Saambou Bank Beperk**, voorheen bekend as Saambou Nasionale Bouvereniging Beperk, Eiser, en **John Raymond Watson**, Verweerder

Geliewe kennis te neem dat ingevolge 'n uitspraak van bogemelde Agbare Hof, op 6 Desember 1994 en 'n lasbrief vir eksekusie wat daaropvolgend gemagtig is, sal die eiendom hieronder genoem in eksekusie op 15 Augustus 1995 om 10:00, by die kantoor van die Balju, Pretoria-Sentraal, NG Sinodale Sentrum, Visagiestraat 234, Pretoria, aan die hoogste bieder verkoop word:

Sekere Erf 22, Môregloed-dorpsgebied, Registrasieafdeling JR, Transvaal, met straatadres bekend as Condonialaan 117, Môregloed, Pretoria, groot 928 (negehonderd agt-en-twintig) vierkante meter, gehou kragtens Akte van Transport T56136/1989.

Die beboude eiendom word beskryf as 'n Residensiële standplaas met woonhuis wat bestaan uit een verdieping naamlik:

Sit/eetkamer, drie slaapkamers, badkamer/waskamer, kombuis, portaal en stoep.

*Die wenslike verkoopvoorwaardes is:*

(a) Die verkoping sal per openbare veiling aan die hoogste bieder verkoop word, sonder reserwe.

(b) Onmiddellik na die verkoping sal die koper die verkoopvoorwaardes onderteken, wat ter insae is te die kantoor van die Balju van die Hof, Pretoria-Sentraal, Messcorhuis, Margarethastraat 30, Pretoria-Sentraal.

(c) Die koper sal alle nodige bedrae betaal wat noodsaaklik is vir die oordrag van die eiendom, insluitende alle oordragskoste, oordrag belasting, munisipale belasting, belasting, lisensies, en sanitêre koste, rente, ens.

(d) Die koper moet 'n deposito van 10% (tien persent) van die koopprys in kontant by ondertekening van die verkoopvoorwaardes betaal, die balans betaalbaar by transport en verseker te word deur 'n waarborg van 'n bank of bouvereniging wat deur die Eiser se prokureur goedgekeur is, die waarborg aan die Balju van die Hooggeregshof, binne 14 (veertien) dae na die verkoping verstrek te word.

(e) Die koper moet die afslaelersgelde op die dag van die verkoping betaal.

Die volledige verkoopvoorwaardes lê ter insae te die kantoor van die Balju, Pretoria-Sentraal, Messcor Huis, Margarethastraat 30, Pretoria-Sentraal.

Geteken te Pretoria hierdie 11de dag van Julie 1995.

G. F. T. Snyman, vir Van der Walt & Hugo, Eiser se Prokureurs, Volkskassentrum 1030, Van der Waltstraat, Pretoria. (Verw. mnr. Snyman/Marie/R9860.)

Case 12216/95

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 **Phetla, Thomas Dithomo**, Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the main entrance hall of the Magistrate's Court, Vanderbijlpark, on 25 August 1995 at 10:00 of the undermentioned leasehold of the Defendant on the conditions which will lie for inspection at the Magistrate's Court, General Hertzog Street, Vanderbijlpark, prior to the sale:

Certain all right, title and interest in the leasehold in respect of Stand 16064, situated in the Township of Sebokeng Extension 21, Registration Division IQ, Transvaal, being 16064, Sebokeng Extension 21, measuring 150 (one hundred and fifty) square metres.

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

A detached single storey brick built residence with 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 17th day of July 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. Floreclosures/bt/P.287.)

IN THE SUPREME COURT OF SOUTH AFRICA  
(Durban and Coast Local Division)

In the matter between **Bankorp Limited**, Plaintiff, and **Josephine Anthony**, Third Defendant

In the pursuance of a judgment granted in the Supreme Court of South Africa (Durban and Coast Local Division) dated 23 November 1992 and a writ of execution issued thereafter, the immovable property listed hereunder shall be sold in execution to the highest bidder on 14 August 1995 at 10:00 at the Sheriff's Office, Third Floor, United Building, 177 President Street, Germiston.

*Property description:* Erf 1036, Germiston Extension 4 Township, Registration Division IR, Transvaal, in extent 628 (six hundred and twenty-eight) square metres, held under Deed of Transfer T24564/1974 and Bond B31480/1979 and Bond B8664/1981. *Postal address:* 11 Nasmith Avenue, Germiston Extension 4.

*Improvements:* Two large factories and small offices (the nature, extent, condition and existence of the improvements are not guaranteed, and are sold "voetstoots").

*Town planning zoning:* Commercial.

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 cent) 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 14 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 as set from time to time by the bondholder (First National Bank, previously Barclays National Bank 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 all the transfer dues, including transfer duty, current and any arrear rates and other necessary charges to effect transfer upon request by the said attorneys.

The full conditions of sale may be inspected at the offices of the Sheriff for the Supreme Court, Germiston South, Third Floor, United Building, 177 President Street, Germiston.

Dated at Durban on this the 30th day of June 1995.

Du Toit, Havemann & Krog, Plaintiff's Attorneys, Ground Floor, Stafmayer House, Beach Grove, Durban. (Ref. 08/B248/0055.)

Case 3181/91

IN THE SUPREME COURT OF SOUTH AFRICA  
(Durban and Coast Local Division)

In the matter between **Bankorp Limited**, Plaintiff, and **Josephine Anthony**, Third Defendant

In the pursuance of a judgment granted in the Supreme Court of South Africa (Durban and Coast Local Division) dated 23 November 1992 and a writ of execution issued thereafter, the immovable property listed hereunder shall be sold in execution to the highest bidder on 14 August 1995 at 10:00 at the Sheriff's Office, Third Floor, United Building, 177 President Street, Germiston.

*Property description:* Portion 1 of Erf 1028, Germiston, Extension 4 Township, Registration Division IR, Transvaal, in extent 1 395 (one thousand three hundred and ninety-five) square metres, held under Deed of Transfer T19742/1981 and Bond B35490/1981 and Bond B9874/1990.

*Postal address:* 19 Nasmith Avenue, Germiston Extension 4.

*Improvements:* Two large factories and offices (the nature, extent, condition and existence of the improvements are not guaranteed, and are sold "voetstoots").

*Town-planning zoning:* Commercial.

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 cent) 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 14 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 as set from time to time by the bondholder (ABSA Bank Limited, Trust Bank) 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 all the transfer dues, including transfer duty, current and any arrear rates and other necessary charges to effect transfer upon request by the said attorneys.

The full conditions of sale may be inspected at the offices of the Sheriff for the Supreme Court, Germiston South, Third Floor, United Building, 177 President Street, Germiston.

Dated at Durban on this the 30th day of June 1995.

Du Toit, Havemann & Krog, Plaintiff's Attorneys, Ground Floor, Stafmayer House, Beach Grove, Durban. (Ref. 08/B248/0055.)

Case 7894/95  
PH 196

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

In the matter between **NBS Bank Limited**, Plaintiff, and **Ronlog Construction CC** (CK89/32796/23), Defendant

In execution of 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 18 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, Westonaria, 50 Edwards Avenue, Westonaria, prior to the sale:

Erf 3033, in the Township of Lenasia South Extension 3, Registration Division IQ, Province of Pretoria-Witwatersrand-Vereeniging, in extent 792 (seven hundred and ninety-two) square metres, situated at 3033 Cosmos Street, Lenasia South Extension 3.

The following improvements are reported to be on the property:

Vacant land suitable for building.

**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 17th day of July 1995.

Melman & McCarthy, Plaintiff's Attorneys, Suite 301, His Majesty's Building, Joubert Street, Johannesburg. (Tel. 838-4731.) (Ref. D. McCarthy/J. Soma/MN6755.)

Case 7895/95  
PH 196

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

In the matter between **NBS Bank Limited**, Plaintiff, and **Ronlog Construction CC** (CK89/32796/23), Defendant

In execution of 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 18 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, Westonaria, 50 Edwards Avenue, Westonaria, prior to the sale:

Erf 3031, in the Township of Lenasia South Extension 3, Registration Division IQ, Province of Pretoria-Witwatersrand-Vereeniging, in extent 823 (eight hundred and twenty three) square metres, situated at 3031 Cosmos Street, Lenasia South Extension 3.

The following improvements are reported to be on the property: Vacant land suitable for building.

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

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

Melman & McCarthy, Plaintiff's Attorneys, Suite 301, His Majesty's Building, Joubert Street, Johannesburg. (Tel. 838-4731.) (Ref. D. McCarthy/J. Soma/MN6753.)

Case 7900/95  
PH 196

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

In the matter between **NBS Bank Limited**, Plaintiff, and **Ronlog Construction CC** (CK89/32796/23), Defendant

In execution of 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 18 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, Westonaria, 50 Edwards Avenue, Westonaria, prior to the sale:

Erf 3028, in the Township of Lenasia South Extension 3, Registration Division IQ, Province of Pretoria-Witwatersrand-Vereeniging, in extent 745 (seven hundred and forty-five) square metres, situated at 3028 Cosmos Street, Lenasia South Extension 3.



There are no improvements reported to be on the property. Vacant land suitable for building.

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

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

Melman & McCarthy, Plaintiff's Attorneys, Suite 301, His Majesty's Building, Joubert Street, Johannesburg. (Tel. 838-4731.) (Ref. D. McCarthy/J. Soma/MN6751.)

Case 7898/95  
PH 196

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

In the matter between **NBS Bank Limited**, Plaintiff, and **Ronlog Construction CC**, CK 89/32706/23, Defendant

In execution of 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 18 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, Westonaria, 50 Edwards Avenue, Westonaria, prior to the sale:

Erf 3030, in the Township of Lenasia South Extension 3, Registration Division IQ, Province of Pretoria-Witwatersrand-Vereeniging, in extent 775 (seven hundred and seventy-five) square metres, situated at 3030 Cosmos Street, Lenasia South Extension 3.

The following improvements are reported to be on the property: Vacant land suitable for building.

**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 17th day of July 1995.

Melman & McCarthy, Plaintiff's Attorneys, Suite 301, His Majesty's Building, Joubert Street, Johannesburg. (Tel. 838-4731.) (Ref. D. McCarthy/J. Soma/MN6752.)

Case 7382/95  
PH 196

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

In the matter between **NBS Bank Limited**, Plaintiff, and **Shabalala, Zibi John**, First Defendant, and **Shabalala, Ntombikayise Ellen**, 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 18 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, Westonaria, 50 Edwards Avenue, Westonaria, prior to the sale:

Erf 4100, in the Township of Lenasia South Extension 4, Registration Division IQ, Province of Pretoria-Witwatersrand-Vereeniging, in extent 510 (five hundred and ten) square metres, situation at 4100 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 and painted plaster, under tiled roof.

**Floors:** Fitted carpets and finyl tiles, comprising lounge, kitchen, two 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 17th day of July 1995.

Melman & McCarthy, Plaintiff's Attorneys, Suite 301, His Majesty's Building, Joubert Street, Johannesburg. (Tel. 838-4731.) (Ref. D. McCarthy/J. Soma/MN6750.)

Case 10844/94  
PH 196

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

In the matter between **NBS Bank Limited**, Plaintiff, and **Hansen, Michael**, Defendant

In execution of 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 18 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, Westonaria, 50 Edwards Avenue, Westonaria, prior to the sale:

Erf 3207, in the Township of Lenasia South Extension 7, Registration Division IQ, Province of Pretoria-Witwatersrand-Vereeniging, in extent 655 (six hundred and fifty-five) square metres, situated at 3207 Platinum Crescent, Lenasia South Extension 7.

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 combined lounge and dining-room, kitchen, three bedrooms, two bathrooms, shower and two w.c.'s.

**Outbuildings:** Brick boundary walls, fencing, paving and alarm system.

**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 17th day of July 1995.

Melman & McCarthy, Plaintiff's Attorneys, Suite 301, His Majesty's Building, Joubert Street, Johannesburg. (Tel. 838-4731.) (Ref. D. McCarthy/J. Soma/MN6575.)

Case 7897/95  
PH 196

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

In the matter between **NBS Bank Limited**, Plaintiff, and **Ronlog Construction CC**, CK 89/32796/23, Defendant

In execution of 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 18 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, Westonaria, 50 Edwards Avenue, Westonaria, prior to the sale:

Erf 3032, in the Township of Lenasia South Extension 3, Registration Division IQ, Province of Pretoria-Witwatersrand-Vereeniging, in extent 774 (seven hundred and seventy-four) square metres, situation at 3032 Cosmos Street, Lenasia South Extension 3.

The following improvements are reported to be on the property: Vacant land suitable for building.

**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 17th day of July 1995.

Melman & McCarthy, Plaintiff's Attorneys, Suite 301, His Majesty's Building, Joubert Street, Johannesburg. (Tel. 838-4731.) (Ref. D. McCarthy/J. Soma/MN6754.)

**NOTICE OF SALES IN EXECUTION (ALBERTON MAGISTRATE'S COURT)**

The sales in execution are to be held at the offices of the Sheriff, Johriahof, 4 Du Plessis Street, Florentia, Alberton, on Wednesday, 16 August 1995 at 10:00. **Nedcor Bank Limited** is the Execution Creditor.

The hereinafter mentioned properties will be put up for sale, the material conditions of sale being:

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

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

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

4. Improvements as set out hereunder are not guaranteed.

**Case Number: 2540/95.**

**Judgment Debtor/s: Dionne Janse van Rensburg.**

**Property:** Erf 2859, Brackendowns Extension 5 Township, Registration Division IR, Transvaal, situated at 9 Kliprif Place, Brackendowns Extension 5, Alberton.

**Improvements:** Detached single storey brick built residence under tiled roof, comprising six rooms other than kitchen and one and a half bathrooms, with outbuildings comprising two garages and toilet.

**Reference:** MJ0019.

**Case Number: 7908/89.**

**Judgment Debtor/s: Joel Slabbert and Elizabeth Slabbert.**

**Property:** Erf 1280, Eden Park Extension 1 Township, Registration Division IR, Transvaal, situated at 15 Ford Street, Eden Park Extension 1, Alberton.

**Improvements:** Detached single storey brick built residence under iron roof, comprising four rooms other than kitchen and bathroom.

**Reference:** MS0312.

H. R. Jaskolka, for Henry Tucker & Partners, Attorneys for Plaintiff, Sixth Floor, Permanent Building, 165 Meyer Street, Germiston.

For further details contact Miss Kent, Tel. (011) 825-1015.

**NOTICE OF SALE IN EXECUTION (GERMISTON MAGISTRATE'S COURT)**

All the sale in execution are to be held at the offices of the Sheriff, Germiston North, Fourth Floor, Standard Towers, President Street, Germiston, on Thursday, 17 August 1995 at 10:00. **Nedcor Bank Limited** is the Execution Creditor.

The hereinafter mentioned property will be put up for sale, the material conditions of sale being:

1. The property shall be sold to the highest bidder without reserve, voetstoots, and subject to the Magistrates' Courts Act, No. 32 of 1994.

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

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

4. Improvements as set out hereunder are not guaranteed.

**Case Number: 902/95.**

*Judgment Debtor/s:* **Ellappa Govender and Padmini Govender.**

*Property:* Erf 18, Symhurst Township, Registration Division IR, Transvaal, situated at 85 Sun Street, Symhurst, Germiston.

*Improvements:* Detached single storey brick built residence under iron roof, comprising six rooms other than kitchen and bathroom, with outbuildings comprising garage, domestic quarters and swimming-pool.

*Reference:* MG0037.

H. R. Jaskolka, for Henry Tucker & Partners, Attorneys for Plaintiff, Sixth Floor, Permanent Building, 165 Meyer Street, Germiston.

For further details contact Miss Kent, Tel. (011) 825-1015.

**Case 10087/95**

**IN THE SUPREME COURT OF SOUTH AFRICA**

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Molwid Investments CC**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of the Sheriff, Halfway House, Alexandra, at Block D, First Floor, Lochner Park, corner of Richards Drive and Suttie Street, Halfway House, on Wednesday, 16 August 1995 at 14:30, of the undermentioned property of the Defendant on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff, prior to the sale:

Certain Portion 2 of Erf 35, Kelvin Township, Registration Division IR, Transvaal, situation 3 Roseway Street, Kelvin, area 1 984 (one thousand nine hundred and eighty-four) square metres.

*Improvements* (not guaranteed): Four bedrooms, two and a half bathrooms, five other rooms, two garages, swimming-pool and tennis court.

*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 27th day of June 1995.

Maisels Smit & Lowndes, Attorneys for Plaintiff, Second Floor, Nedbank Park, 13 Girton Road, Parktown, Johannesburg. (Tel. 484-1777.) (Ref. N3961E/mgh.)

**Case 11344/95**

**IN THE SUPREME COURT OF SOUTH AFRICA**

(Transvaal Provincial Division)

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Wilfred Nel**, First Defendant, and **Anna Petronella Nel**, Second Defendant

A sale in execution of the undermentioned property is to be held without reserve at the offices of the Sheriff of the Supreme Court, 23 Rotterdam Street, Evander, on 30 August 1995 at 14:00:

Full conditions of sale can be inspected at the offices of the Sheriff of the Supreme Court, at the afore-mentioned 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 2884, Secunda-uitbreiding 6-dorpsgebied, Registration Division IS, Transvaal, Province of Eastern Transvaal, measuring 840 square metres, also known as 10 Henry Fagan Street, Secunda.

*Improvements:* Three bedrooms, one and a half bathroom, kitchen, lounge, dining-room and swimming-pool.

Hack Stupel & Ross, Attorneys for Plaintiff, P.O. Box 2000, Pretoria. [Tel. (012) 325-4185.] (Ref. Du Plooy/sv/GT2524.)



## IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

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

Geliewe kennis te neem dat in opvolging van 'n vonnis in bogemelde aksie toegestaan op 20 Januarie 1995 sal die ondergemelde onroerende eiendom, geregistreer in die naam van die Verweerder, sonder 'n reserweprys deur die Balju in eksekusie verkoop word op 15 Augustus 1995 om 10:00:

Gedeelte 53 soos getoon en volledig beskryf op Deelplan SS61/80 in die skema bekend as Muckleneuk Lanterns ten opsigte van die grond en gebou of geboue geleë te Resterende Gedeelte van Erf 763, geleë in die dorpsgebied, Muckleneuk, Plaaslike Bestuur, Stadsraad Pretoria, grootte 58 vierkante meter; en

'n Onverdeelde aandeel in die gemeenskaplike eiendom in die skema aan genoemde deel toegedeel in ooreenstemming met die deelnemingskwota van genoemde deel soos op genoemde deelplan aangeteken, gehou kragtens Akte van Transport ST19944/92.

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

**Verbeterings:** Die volgende verbeterings is op die eiendom aangebring alhoewel geen waarborg daartoe verskaf word nie: 'n Siersteen eenheid bestaande uit gekombineerde eetkamer/sitkamer/woonkamer, slaapkamer met toilet en wasbak. Gesoneer vir woondoeleindes.

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

Gedateer te Pretoria op hierdie die 18de dag van Julie 1995.

Rooth & Wessels, Eerste Nasionale Bankgebou, Tweede Verdieping, Kerkplein, Pretoria. (Tel. 325-2940.) (Verw. A. Bloem/F12393/W. Spray.)

## Case 22241/95

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

In the case between **Troykot Place Body Corporate**, Plaintiff, and **N. J. J. J. Venter**, Defendant

In execution of a judgment and a warrant of execution of the Magistrate's Court for the District of Pretoria, in the above matter, a sale will be held at NG Sinodale Centre, 234 Visagie Street, Pretoria, on 15 August 1995 at 10:00, of the undermentioned property of the Defendant on the conditions to be read out by the Sheriff of the Court at the time of the sale and which conditions may be inspected at Messcor House, 30 Margaretha Street, Pretoria Central, prior to the sale:

**Property:** A unit consisting of—

(a) Section 17 as shown and more fully described on Sectional Plan SS 242/84 in the scheme known as Troykot Place in respect of the land and building or buildings situated at Sunnyside Township (Pta), Local Authority: Central Pretoria Metropolitan Substructure of which section the floor area, according to the said sectional plan is 70 (seventy) square metres in extent; and

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

Held by Nicolaas Johannes Joseph Jacobus Venter (Id. No. 6907015260086), under Deed of Transfer ST 98151/1993.

**Improvements:** Two bedrooms, bathroom, separate toilet, open plan kitchen, lounge and dining-room. Carport available. The property is fenced with lock-up gates at parking area. The common property includes braai area and lawns on the seventh floor.

Nothing is however guaranteed.

**Terms:** Ten per centum (10%) of the purchase price and five per centum (5%) of the Sheriff's charges in cash on the day of the sale, the balance against transfer to be secured by a bank or building society or other acceptable guarantee to be furnished to the Sheriff within 14 days from date of sale.

Signed at Pretoria on the 12th day of July 1995.

P. Havinga, for Havingas Attorneys, Attorneys for Plaintiff, 304 Lougardia Building, Embankment Road, Verwoerdburg; p.a. P. T. van der Hoven & Kie., Room 611, Sixth Floor, Sanlam Centre, c/o Andries and Pretorius Streets, Pretoria. [Tel. (012) 663-3425.] (Ref. P. Havinga/CdP/P537.)

## Case 18760/94

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

In the case between **Troykot Place Regspersoon**, Plaintiff, and **Me P. W. Dockendorff**, Defendant

In execution of a judgment and a warrant of execution of the Magistrate's Court for the District of Pretoria, in the above matter, a sale will be held at NG Sinodale Centre, 234 Visagie Street, Pretoria, on 15 August 1995 at 10:00, of the undermentioned property of the Defendant on the conditions to be read out by the Sheriff of the Court at the time of the sale and which conditions may be inspected at Messcor House, 30 Margaretha Street, Pretoria Central, prior to the sale:

**Property:** A unit consisting of—

(a) Section 14 as shown and more fully described on Sectional Plan SS242/84 in the scheme known as Troykot Place in respect of the land and building or buildings situated at Sunnyside Township (Pta), Local Authority: Central Pretoria Metropolitan Substructure of which section the floor area, according to the said sectional plan is 75 (seventy-five) square metres in extent; and

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

Held by Paulina Wilhelmina Dockendorff (Id. No. 6610120223086) under Deed of Transfer ST 42241/1992.

*Improvements:* Two bedrooms, bathroom, separate toilet, open plan kitchen, lounge and dining-room. Carport available. The property is fenced with lock-up gates at parking area. The common property includes braai area and lawns on the seventh floor.

Nothing is however guaranteed.

*Terms:* Ten per centum (10%) of the purchase price and five per centum (5%) of the Sheriff's charges in cash on the day of the sale, the balance against transfer to be secured by a bank or buildig society or other acceptable guarantee to be furnished to the Sheriff within 14 days from date of sale.

Signed at Pretoria on the 12th day of July 1995.

P. Havinga, for Havingas Attorneys, Attorneys for Plaintiff, 304 Lougardia Building, Embankment Road, Verwoerdburg; p.a. P. T. van der Hoven & Kie., Room 611, Sixth Floor, Sanlam Centre, c/o Andries and Pretorius Streets, Pretoria. [Tel. (012) 663-2435.] (Ref. P. Havinga/CdP/P537.)

**Saak 1368/91**

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

In die saak tussen **Volkskas Bank Beperk**, Eiser, en **Gordon, J. B.**, Verweerder

Ten uitvoerlegging van 'n vonnis in die bogemelde Agbare Hof, gedateer 8 Oktober 1991, en 'n lasbrief vir eksekusie word die volgende eiendom in eksekusie verkoop op 22 Augustus 1995 om 10:00, by die kantore van die Balju, Randburg, te Elna Randhof, hoek van Selkirk- en Blairgowrielaan, Randburg, aan die hoogste bieder:

Erf 76, Ferndale-dorpsgebied, Registrasieafdeling I1, Transvaal, groot 4 015 (vierduisend en vyftien) vierkante meter, gehou kragtens Akte van Transport T29947/87, geleë te Longlaan 455, Ferndale, Randburg.

Die reserweprys is R175 000 tesame met rente daarop teen 18,5% (agtien komma vyf persent) vanaf 1 Augustus 1995 tot datum van finale betaling.

Die eiendom bestaan uit ingang, sitkamer, eetkamer, gesinskamer, vier slaapkamers, twee badkamers, aparte toilet, kombuis en waskamer.

*Terme en voorwaardes:*

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

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

Geteken te Johannesburg op hierdie 13de dag van Julie 1995.

Tim du Toit & Kie. Ing., Sewende Verdieping, Nedbank Mall, Commissionerstraat 145, Johannesburg; Posbus 1196, Johannesburg, 2000. [Tel. (011) 331-3868.] [Fax. (011) 331-9700.] (Verw. W. A. du Randt/lb/G3.)

**Saak 4544/95**

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

In die saak tussen **ABSA Bank Beperk**, Eiser, en **Pau-Bar Konstruksie BK** (CK91/09523/23), Eerste Verweerder, en **Paul Stephanus Barnard**, 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 18 Augustus 1995 om 11:00, van:

Erf 3327, geleë in die dorpsgebied Doornpoort-uitbreiding 31, Registrasieafdeling JR, Transvaal, groot 564 vierkante meter, gehou kragtens Akte van Transport T76825/94 (beter bekend as Alecrastraat 243, Doornpoort-uitbreiding 31).

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

*Verbeterings:* 'n Onvoltooide woonhuis met baksteen mure, teëlvloere en volvloermatte, bestaande uit 'n ingangsportaal, sitkamer, eetkamer, kombuis, drie slaapkamers, badkamer met bad, stort en toilet en stort. *Buitegeboue:* Twee motorhuise 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 Ing. (Tel. 320-6753.) (Verw. mej. Kriel/avg.)

**Saak 627/95**

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **ABSA Bank Beperk**, Eiser, en **Coenraad Frederik Stoltz**, Eerste Verweerder, en **Cynthia Stoltz**, Tweede Verweerder

'n Eksekusieverkoping word gehou deur die Balju, Pretoria-Suid, te Strubenstraat 142, Pretoria, op 16 Augustus 1995 om 10:00, van:

Erf 1781, geleë in die dorp Heuweloord-uitbreiding 4, Registrasieafdeling JR, Transvaal, groot 1 000 vierkante meter, gehou kragtens Akte van Transport T32275/89 (beter bekend as Apiesdoringweg 128, Heuweloord).

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

*Verbeterings:* 'n Baksteen woonhuis met teëldak, volvloermatte en vinielteëlvloere, bestaande uit 'n sitkamer, eetkamer, kombuis, drie slaapkamers en badkamer. Buitegeboue: Twee motorhuise.

Besigtig voorwaardes by Balju Pretoria-Suid, Hoewe 83, hoek van Gerhardstraat en Weslaan, Verwoerdburg.

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

Case 9861/95

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 **Koutandos, Mihail**, Execution Debtor

In execution of a judgement of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Main Entrance Hall of the Magistrates' Court, Vanderbijlpark, on 25 August 1995 at 10:00, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the Magistrate's Court, General Hertzog Street, Vanderbijlpark, prior to the sale:

Certain Erf 342, situated in the Township of the Vanderbijlpark Central West 4, Registration Division IQ, Transvaal, being 85 J van Melle Street, The Vanderbijlpark Central West 4, Vanderbijlpark, measuring 650 (six hundred and fifty) square metres.

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

*Terms:* 10% (ten per centum) of the purchase price in cash on the day of sale, the balance payable against registration of transfer, to be secured by a bank 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 14th day of July 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/K273.)

Case 7072/95

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 **Kuto, Lenka Robert**, First Execution Debtor, and **Senuoe, Aggrieth**, 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 25 August 1995 at 10:00, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the Sheriff for Roodepoort's Office, 182 Progress Road, Technicon, Roodepoort, prior to the sale:

Certain Lot 880, situated in the Township of Dobsonville Gardens, Registration Division IQ, Transvaal; being 880 Dobsonville Gardens, Roodepoort, 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, 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 14th day of July 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/K267.)



Case 7752/95  
PH 104IN THE SUPREME COURT OF SOUTH AFRICA  
(Witwatersrand Local Division)In the matter between **The Standard Bank of S.A. Ltd**, Execution Creditor, and **Mohamed, Ferina Shana**, 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 22 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, Randburg, Elna Randhof, corner of Selkirk and Blairgowrie Drives, Randburg prior to the sale:

Certain Section 130 as shown and more fully described on Sectional Plan SS362/94 in the scheme known as Baccarat Lodge in respect of the land and building or buildings situated at Bryanston Extension 3 Township, Local Authority of Randburg Town Council, of which section the floor area, according to the said sectional plan is 31 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 130 Baccarat Lodge, Cedar Street, Bryanston Extension 3, Bryanston, measuring 31 (thirty-one) square metres.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: A bachelor flat comprising kitchen, lounge/dining-room, bathroom, balcony and carport.

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

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

Dated at Johannesburg this 13th day of July 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/M1073.)

Case 10736/94  
PH 104IN THE SUPREME COURT OF SOUTH AFRICA  
(Witwatersrand Local Division)In the matter between **The Standard Bank of S.A. Ltd**, Execution Creditor, and **Nqabeni, Cardwell**, 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 24 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 6799 (previously known as Erf 48), situated in the Township of Emdeni Extension 2, Registration Division IQ, Transvaal; being 6799 (previously known as 48) Emdeni Extension 2, Soweto, Johannesburg, measuring 282 (two 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, three bedrooms and bathroom.

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

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

Dated at Johannesburg this 13th day of July 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/N249.)

Case 518/95  
PHK 79

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF RANDBURG HELD AT RANDBURG

In the matter between **Saambou Bank Limited**, Plaintiff, and **Jurie Marthinus van Wyk**, Defendant

In pursuance of a judgment in the above Court and warrant of execution dated 20 February 1995, the property hereunder listed which was attached on 24 March 1995, will be sold in execution on Wednesday, 16 August 1995 at 10:00, in front of the Magistrate's Court, Randburg, to the highest bidder:

Section 8 as shown and more fully described on Sectional Plan SS317/94 in the scheme known as Fernrock, in respect of the land and building or buildings situated at Erf 104, Ferndale Township, Randburg Town Council Local Authority, of which section the floor area according to the said sectional plan is 56 square metres in extent.

*The following improvements are reported to be on the property, but nothing is guaranteed:* Residence comprising of loftroom, open plan lounge/kitchen and bathroom.

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Magistrate's Court, 9 Elna Rand Hof, corner of Selkirk and Blairgowrie Drives, Blairgowrie, Randburg.

Dated at Johannesburg this 5th day of June 1995.

E. R. Knobel, for Knobel & Meyburgh, Attorneys for Plaintiff, First Floor, Protea Assurance House, corner of Baker Street and Sturdee Avenue, Rosebank; P.O. Box 2555, Parklands. (Tel. 880-8074/5.) (Ref. EK/pr/1827.)

**Case 13621/95**

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

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Flat 108 Miracle Place CC**, Defendant

In execution of 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 17 August 1995 at 10:00, of the undermentioned property of the Defendant on the conditions to be read out by the auctioneer at 131 Marshall Street, Johannesburg, and the full conditions of sale may be inspected at the offices of the Sheriff of the Court, 131 Marshall Street, Johannesburg, prior to the sale:

A unit consisting of: (a) Section 7 as shown and more fully described on Sectional Plan SS122/1982 in the scheme known as Miracle Place in respect of the land and building or buildings situated at Berea Township Local Authority Johannesburg of which the floor area, according to the said sectional plan is 38 (thirty-eight) square metres in extent (the mortgaged section), and (b) an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan.

(2) Section 8 as shown and more fully described on Sectional Plan SS122/1982 in the scheme known as Miracle Place in respect of the land and building or buildings situated at Berea Township Local Authority Johannesburg of which the floor area, according to the said sectional plan is 68 (sixty-eight) square metres in extent (the mortgaged section) and (b) an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan, both held under Certificate of Registered Sectional Title ST1698/1990 (the mortgaged unit) situated at 107 and 108 Miracle Place, 18 Mitchells Street, Berea.

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

Flat consisting of lounge, dining-room, kitchen, two bedrooms, bathroom and toilet.

The property is zoned Residential.

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

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

Signed at Johannesburg this 14th day of July 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. F60154/AB.)

**Case 12551/95**

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

In the matter between **ABSA Bank Limited** (United Bank Division), Plaintiff, and **Mathabane, Morage Abner**, Defendant

In execution of 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 17 August 1995 at 10:00, of the undermentioned property of the Defendant on the conditions to be read out by the auctioneer at 131 Marshall Street, Johannesburg, and the full conditions of sale may be inspected at the offices of the Sheriff of the Court, Johannesburg West, Second Floor, TFC House, 32 Von Brandis Street, Johannesburg, prior to the sale:

Erf 2043, Mofolo Central Township, Registration Division IQ, Transvaal, measuring 222 (two hundred and twenty-two) square metres, situated at Erf 2043, Mofolo Central Township.

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

Dwelling consisting of lounge, kitchen, bedroom and toilet. *Outbuildings:* Single garage and bathroom/toilet.

The property is zoned Residential.

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

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

Signed at Johannesburg this 6th day of July 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. M60148/AB.)

Case 12540/95

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Greaver, Wendy Margaret**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff at the salerooms of the Sheriff, Ground Floor, 100 Grayston Drive, Sandown, on 18 August 1995 at 10:00, of the undermentioned property of the Defendant on the conditions to be read out by the auctioneer at the salerooms of the Sheriff, Ground Floor, 100 Grayston Drive, Sandown, prior to the sale:

Erf 1147, Bryanston Township, situated at 43 Stratton Avenue, Bryanston, Registration Division IR, Transvaal, measuring 4 127 (four thousand one hundred and twenty-seven) 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, family room, kitchen, four bedrooms, laundry room, bathroom and toilet. *Out-buildings:* Two single garages, two servants' rooms and bathroom/toilet. *Other:* Cottage: Kitchen, bedroom, bathroom and toilet.

The property is zoned Residential.

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

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

Signed at Johannesburg this 14th day of July 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. G60144/AB.)

Case 7231/90

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **The Standard Bank of South Africa Limited**, Plaintiff, and **Mashigo, Elvis Butanang**, First Defendant, and **Mashigo, Matshidiso Rahaba**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the office of the Sheriff, 131 Marshall Street, Johannesburg, on 17 August 1995 at 10:00, of the undermentioned property of the Defendants on the conditions to be read out by the auctioneer at 131 Marshall Street, Johannesburg, and the full conditions of sale may be inspected at the offices of the Sheriff of the Court, Johannesburg West, Second Floor, TFC House, 32 Von Brandis Street, Johannesburg, prior to the sale:

All right, title and interest in the leasehold in respect of Erf 5022, Chiawelo Extension 4 Township, Registration Division IQ, Transvaal, measuring 255 (two hundred and fifty-five) square metres, situated at Erf 5022, Chiawelo Extension 4 Township.

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

Dwelling consisting of lounge, dining-room, kitchen, two bedrooms, bathroom and toilet. The property is zoned.

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

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

Signed at Johannesburg this 11th day of July 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. M11209/SC.)



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

In the matter between **The Standard Bank of South Africa Limited**, Plaintiff, and **Mzolo, 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 at the office of the Sheriff, 131 Marshall Street, Johannesburg, on 17 August 1995 at 10:00, of the undermentioned property of the Defendant on the conditions to be read out by the auctioneer at 131 Marshall Street, Johannesburg, and the full conditions of sale may be inspected at the offices of the Sheriff of the Court, Johannesburg West, Second Floor, TFC House, 32 Von Brandis Street, Johannesburg, prior to the sale:

All right, title and interest in the leasehold in respect of Erf 5078, Chiawelo Extension 4 Township, Registration Division IQ, Transvaal, measuring 262 (two hundred and sixty-two) square metres, situated at Erf 5078, Chiawelo Extension 4 Township.

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

Dwelling under tiled roof, two bedrooms, lounge, dining-room, kitchen 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 cent) on the proceeds of the sale up to a price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Signed at Johannesburg this 10th day of July 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. M29120/SC.)

Case 15939/94

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

In the matter between **The Standard Bank of South Africa Limited**, Plaintiff, and **Mofokeng, Alfred Buti**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the office of the Sheriff, 182 Leeupoort Street, Boksburg, on 18 August 1995 at 11:15, of the undermentioned property of the Defendant on the conditions to be read out by the auctioneer at the office of the Sheriff, 182 Leeupoort Street, Boksburg, prior to the sale:

Erf 17362, Vosloorus Extension 25 Township, Registration Division IR, Transvaal, measuring 260 (two hundred and sixty) square metres, situated at Erf 17362, Vosloorus Extension 25 Township.

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

Dwelling consisting of lounge, dining-room, kitchen, bedroom, bathroom and toilet.

The property is zoned Residential.

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

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

Signed at Johannesburg this 10th day of July 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. M27671/SC.)

Case 26297/94

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

In the matter between **The Standard Bank of South Africa Limited**, Plaintiff, and **Motaung, Maria**, Defendant

In execution of 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, 182 Leeupoort Street, Boksburg on 18 August 1995 at 11:15, of the undermentioned property of the Defendant on the conditions to be read out by the auctioneer at the office of the Sheriff, 182 Leeupoort Street, Boksburg, prior to the sale:

Erf 18220, Vosloorus Extension 25 Township, Registration Division IR, Transvaal, measuring 260 (two hundred and sixty) square metres, situated at Erf 18220, Vosloorus Extension 25 Township.

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

Dwelling under tiled roof, lounge, dining-room, kitchen, bedroom, bathroom and toilet.

The property is zoned Residential.

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

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

Signed at Johannesburg this 10th day of July 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. M28818/SC.)

**Case 27441/93**

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **The Standard Bank of South Africa Limited**, Plaintiff, and **Mqikela, Makosazana Angeline**, Defendant

In execution of 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, 182 Leeupoort Street, Boksburg, on 18 August 1995 at 11:15, of the undermentioned property of the Defendant on the conditions to be read out by the auctioneer at the office of the Sheriff, 182 Leeupoort Street, Boksburg, prior to the sale:

Erf 17831, Vosloorus Extension 25 Township, Registration Division IR, Transvaal, measuring 280 (two hundred and eighty) square metres, situated at Erf 17831, Vosloorus Extension 25 Township.

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

Dwelling under tiled roof, lounge, kitchen, two bedrooms, bathroom and toilet.

The property is zoned Residential.

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

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

Signed at Johannesburg this 11th day of July 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. M24822/SC.)

**Case 7471/95**

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Jacobs, Lorraine**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff at the offices of De Klerk, Vermaak & Partners Inc., Overvaal Building, 28 Kruger Avenue, Vereeniging, on 17 April 1995 at 10:00, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of De Klerk, Vermaak & Partners Inc., Overvaal Building, 28 Kruger Avenue, Vereeniging, prior to the sale:

Erf 1119, Ennerdale Extension 1 Township, Registration Division IQ, Transvaal, measuring 337 (three hundred and thirty-seven) square metres, situated at 2 Virgo Street, Ennerdale Extension 1 Township.

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

Dwelling under tiled roof, lounge, kitchen, three bedrooms and bathroom. *Outbuilding:* Carport.

The property is zoned Residential.

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

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

Signed at Johannesburg this 7th day of July 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. J29989/PC.); c/o N. C. H. Bouwman, Sheriff of the Supreme Court, Overvaal Building, 28 Kruger Avenue, Vereeniging. [Tel. (016) 21-3400.]

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Molefe, Solomon**, First Defendant, and **Molefe, Sibongile Virginia**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the office of the Sheriff, 131 Marshall Street, Johannesburg, on 17 August 1995 at 10:00 of the undermentioned property of the Defendants on the conditions to be read out by the auctioneer at 131 Marshall Street, Johannesburg, and the full conditions of sale may be inspected at the office of the Sheriff of the Court, Johannesburg West, Second Floor, TFC House, 32 Von Brandis Street, Johannesburg, prior to sale:

Erf 620, Protea North Township, Registration Division IQ, Transvaal, measuring 284 (two hundred and eighty-four) square metres, situated at Erf 620, Protea North Township.

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

Dwelling under tiled roof, three bedrooms, lounge, dining-room, kitchen, toilet and bathroom. *Outbuilding:* 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 cent) on the proceeds of the sale up to a price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Signed at Johannesburg this 12th day of July 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. M29936/PC.)

## Case 33959/95

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

In the matter between **NBS Bank Limited**, Plaintiff, and **Leon Botes**, Defendant

A sale in execution will be held on 16 August 1995 at 10:00, at 142 Struben Street, Pretoria, of:

Erf 1455, situated in the Township of Garsfontein Extension 6, Registration Division JR, Transvaal, measuring 999 square metres, known as 606 Flax Street, Garsfontein Extension 6.

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

The conditions of sale may be inspected at the Office of the Sheriff of the Sheriff, Pretoria East.

Solomon, Nicolson, Rein & Verster, Plaintiff's Attorney. (Ref. Mr Stolp/RH/M.1323.)

## Case 62130/94

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

In the matter between **NBS Bank Limited**, Plaintiff, and **Johannes Bernardus Bruyns**, Defendant

A sale in execution will be held at 10:00 on 15 August 1995 at NG Sinodal Centre, 234 Visagie Street, Pretoria, of:

Section 57 as shown and more fully described on Sectional Plan SS160/86 in the building or buildings known as Edenrus, situated at Arcadia, Pretoria, of which the floor area according to the said sectional plan is 84 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 Deed of Transfer ST38781/94, known as 208 Edenrus, corner of Hamilton and Proes Streets, Arcadia, 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. parking, garden and pool.

The conditions of sale may be inspected at the office of the Sheriff, Pretoria Central.

Solomon, Nicolson, Rein & Verster, Plaintiff's Attorney. (Ref. Mr Stolp/RH/M.1121.)

## Case 62131/94

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

In the matter between **NBS Bank Limited**, Plaintiff, and **Marnus Hendrik Dreyer**, Defendant

A sale in execution will be held at 10:00 on 15 August 1995 at NG Sinodal Centre, 234 Visagie Street, Pretoria, of:

Section 6 as shown and more fully described on Sectional Plan SS74/76 in the building or buildings known as Ou Rietfontein, situated at Portion 1 of Erf 683, Rietfontein, of which the floor area according to the said sectional plan is 112 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 Deed of Transfer ST31765/93, known as 6 Ou Rietfontein, 945 30th Avenue, Rietfontein, Pretoria.

The following improvements are reported to be on the property, but nothing is guaranteed: *Duplex flat:* Lounge/dining-room, kitchen, three bedrooms, bathroom, shower, 2 w.c.'s, single parking, small balcony, garden, drying area and parking.

The conditions of sale may be inspected at the office of the Sheriff, Pretoria Central.

Solomon, Nicolson, Rein & Verster, Plaintiff's Attorney. (Ref. Mr Stolp/RH/M.1124.)



## Case 50175/92

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

In the matter between **NBS Bank Limited**, Plaintiff, and **Oupa Isaac Nake**, Defendant

A sale in execution will be held at 10:00 on 17 August 1995 at 603A Sixth Floor, Olivetti House, corner of Schubart and Pretorius Streets, Pretoria, of:

Erf 7735, situated in the Township of Atteridgeville Extension 3, Registration Division JR, Transvaal, measuring 267 square metres, known as 7735 Saulsville, Atteridgeville Extension 3.

The following improvements are reported to be on the property, but nothing is guaranteed: Dwelling single storey, brick walls, tiled roof, lounge, kitchen, two bedrooms, bathroom, w.c., paving burglar proof fence and gates.

The conditions of sale may be inspected at the office of the Sheriff, Pretoria North West.

Solomon, Nicolson, Rein & Verster, Plaintiff's Attorney. (Ref. Mr Stolp/RH/M.9466.)

## Case 5039/94

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

In the matter between **NBS Bank Limited**, Plaintiff, and **Johrina Beleggings CC**, Defendant

A sale in execution will be held at 11:00 on 18 August 1995 at Wonderboom, Portion 83, De Onderstepoort (just north of Sasko Mills, old Warmbaths Road), Bon Accord, of:

Portion 1 of Erf 772, situated in the Township of Pretoria North, Registration Division JR, Transvaal, measuring 1 258 square metres, known as 284 Ben Viljoen Street, Pretoria North.

The following improvements are reported to be on the property, but nothing is guaranteed: Shop/Offices/Warehouse, single storey building, tile and concrete flooring, brick walls, tile and IBR roof, showroom, reception area, two offices, the warehouse, kitchen and w.c. *Outbuilding*: Male and female changerooms with two w.c.'s, store-room and brick drive pavings.

The conditions of sale may be inspected at the office of the Sheriff, Pretoria, Wonderboom.

Solomon, Nicolson, Rein & Verster, Plaintiff's Attorney. (Ref. Mr Stolp/RH/M.1044.)

## Case 65022/94

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

In the matter between **ABSA Bank Limited**, Plaintiff, and **Johannes Petrus Griesel**, First Defendant, and **Hazel Marie Griesel**, Second Defendant

A sale will be held at Sinodale Centre, 234 Visagie Street, Pretoria, on Tuesday, 15 August 1995 at 10:00:

Erf 141, in the Township of Queenswood, Registration Division JR, Transvaal, measuring 1 010 square metres known as 1249 Rist Avenue, Queenswood.

Particulars are not guaranteed.

*For residential use*: Entrance hall, lounge, dining-room, kitchen, three bedrooms, bathroom and shower, separate toilet, study and laundry, staff-room, garage, carport and toilet.

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 x 313.) [Ref. N1/B-443672(419247)/JAA/M. Oliphant.]

## Case 34086/95

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

In the matter between **ABSA Bank Limited**, Plaintiff, and **Charlie Beck**, Defendant

A sale will be held at NG Sinodale Centre, 234 Visagie Street, Pretoria, on Tuesday, 15 August 1995 at 10:00:

Erf 150, situated in the Township of Nellmapius, Registration Division JR, Transvaal, measuring 263 square metres known as 561 Pelgrimsrust Street, Nellmapius.

Particulars are not guaranteed.

*Dwelling*: Lounge, kitchen, two bedrooms and bathroom. Carport.

Inspect conditions at Sheriff, Pretoria North East, 1210 Pretorius Street, Hatfield, Pretoria.

J. A. Alheit, for MacRobert de Villiers Lunnon & Tindall Inc. (Tel. 328-6770 x 313.) (Ref. N1/B-439487/JAA/M. Oliphant.)

## Case 3548/95

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

In the matter between **ABSA Bank Limited**, Plaintiff, and **Westberg Ontwerp en Konstruksie BK**, CK98/14889/23, First Defendant, and **Barend Johannes Sonnenberg**, in his capacity as surety, 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, 18 August 1995 at 11:00:

Erf 577, situated in the Township of The Orchards Extension 10, Registration Division JR, Transvaal, measuring 800 square metres known as 207 Lindeboom Crescent, The Orchards Extension 10.

Particulars are not guaranteed.

*Dwelling:* Lounge, dining-room, kitchen, three bedrooms and bathroom. Double garage.

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

J. A. Alheit, for MacRobert de Villiers Lunnon & Tindall Inc. (Tel. 328-6770.) (Ref. N1/B-439484/JAA/M. Oliphant.)

**Case 2799/95**

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

In the matter between **ABSA Bank Limited**, Plaintiff, and **Daniël Abraham Coetzee**, First Defendant, and **Lizette Coetzee**, 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, 18 August 1995 at 11:00:

Erf 874, Doornpoort Township, Registration Division JR, Transvaal, measuring 1 000 square metres known as 555 Foxglove Street, Doornpoort.

Particulars are not guaranteed.

*Dwelling:* Lounge, family room, dining-room, kitchen, three bedrooms and two bathrooms. Two garages and toilet.

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

J. A. Alheit, for MacRobert de Villiers Lunnon & Tindall Inc. (Tel. 328-6770.) (Ref. N1/B-439411/JAA/M. Oliphant.)

**Case 46816/94**

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

In the matter between **ABSA Bank Limited**, Plaintiff, and **Dawid Johannes Jordaan**, Defendant

A sale will be held at 142 Struben Street, Pretoria, on Wednesday, 16 August 1995 at 10:00:

(a) Unit 11, as shown on Sectional Plan SS794/93 in the building Seringpark, situated at Portion 2 of Erf 30, Wapadrand, Extension 1, Township Local Authority City Council of Pretoria, measuring 91 square metres; and

(b) an undivided share in the common property in the land and building held under Deed of Transfer ST18499/1994 dated 16 March 1994, known as Flat 11, Seringpark, 870 Wapadrand Road, Wapadrand Extension 1.

Particulars are not guaranteed.

*Flat:* Entrance hall, lounge/dining-room, kitchen, two bedrooms, bathroom and toilet. Garage.

Inspect conditions at Sheriff, Pretoria East, 142 Struben Street, Pretoria.

J. A. Alheit, for MacRobert de Villiers Lunnon & Tindall Inc. (Tel. 328-6770 x 313.) [Ref. N1/B-443674(414132)/JAA/M. Oliphant.]

**Case 66201/94**

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

In the matter between **ABSA Bank Limited**, Plaintiff, and **Hendrik Phillipus Eybers**, First Defendant, and **Sonja Eybers**, Second Defendant

A sale will be held at 142 Struben Street, Pretoria, on Wednesday, 16 August 1995 at 10:00:

Erf 1794, situated in the Township of Zwartkop Extension 8, Registration Division JR, Transvaal, measuring 1 677 square metres known as 30 Ystersteen Avenue, Zwartkops Extension 8.

Particulars are not guaranteed.

*Dwelling:* Entrance hall, lounge, family room, dining-room, kitchen, three bedrooms and bathroom. Staff-rooms, two garages and toilet.

Inspect conditions at Sheriff, Pretoria South, Holding 83 (corner of Gerhard Street and Wes Avenue), Lyttelton Agricultural Holdings, Verwoerdburgstad.

J. A. Alheit, for MacRobert de Villiers Lunnon & Tindall Inc. (Tel. 328-6770 x 313.) [Ref. N1/B-443671(419259)/JAA/M. Oliphant.]

**Case 19046/95**

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

In the matter between **ABSA Bank Limited**, Plaintiff, and **Johannes Petrus Labuschagne**, First Defendant, and **Catharina Isabella Labuschagne**, Second Defendant

A sale will be held at 142 Struben Street, Pretoria, on Wednesday, 16 August 1995 at 10:00:

Erf 517, The Reeds Extension 15 Township, Registration Division JR, Transvaal, measuring 1 102 (one thousand one hundred and two) square metres known as 21 Clayton Street, The Reeds Extension 15.

Particulars are not guaranteed.

*Dwelling:* Lounge, dining-room, family room, kitchen, three bedroom and two bathrooms. Double garage and toilet.

Inspect conditions at Sheriff, Pretoria South, Holding 83 (corner of Gerhard Street and Wes Avenue), Lyttelton Agricultural Holdings, Verwoerdburgstad.

J. A. Alheit, for MacRobert de Villiers Lunnon & Tindall Inc. (Tel. 328-6770 x 313.) (Ref. N1/B-434268/JAA/M. Oliphant.)

## Case 74478/94

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

In the matter between **ABSA Bank Limited** (Allied Division), Plaintiff, and **Mari de Waal**, First Defendant, and **Johannes Arend de Waal**, in his capacity as surety, Second Defendant

A sale will be held at 142 Struben Street, Pretoria, on Wednesday, 16 August 1995 at 10:00:

Erf 419, Valhalla Township, Registration Division JR, Transvaal, measuring 1 531 square metres known as 52 Areskutan Road, Valhalla.

Particulars are not guaranteed.

Dwelling with entrance hall, lounge, family room, dining-room, kitchen, TV-room, four bedrooms, three bathrooms (bath and toilet) (bath, toilet and shower) (bath and toilet), study, stoep, staff room and outside toilet.

Inspect conditions at Sheriff, Pretoria South, Holding 83, corner of Gerhardt Street and West Avenue, Lyttelton Agricultural Holdings, Verwoerdburg City.

J. A. Alheit, for MacRobert de Villiers Lunnon & Tindall Inc. (Tel. 328-6770.) (Ref. N1/A-424834/JAA/J. S. Herbst.)

## Case 9675/95

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

In the matter between **ABSA Bank Limited** (United Division), Plaintiff, and **Petrus Johannes Benjamin Britz**, First Defendant, and **Johanna Catharina Britz**, Second Defendant

A sale in execution will be held on Friday, 18 August 1995 at 11:00, by the Sheriff for Cullinan, in front of the Magistrate's Office, Cullinan, of:

Erf 521, situated in the Township of Rayton, Registration Division JR, Transvaal, in extent 1 115 square metres, known as 7 Kelfkin Street, Rayton.

Particulars are not guaranteed.

Dwelling with lounge, dining-room, kitchen, three bedrooms, two bathrooms (bath/toilet), garage, carport and outside toilet.

Inspect conditions at the Sheriff, Cullinan, 41 Cornelis Street, Bronkhorstspuit.

J. A. Alheit, for MacRobert De Villiers Lunnon & Tindall Inc. (Tel. 328-6770.) (Ref. N1/A-439451/JAA/J. S. Herbst.)

## Case 3323/95

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

In the matter between **ABSA Bank Limited** (United Division), Plaintiff, and **Michiel David Robert Pentz**, First Defendant, and **Fransina Pentz**, 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, 18 August 1995 at 11:00, of:

Erf 1057, The Orchards Extension 11 Township, Registration Division JR, Transvaal, measuring 800 square metres, known as 131 Smithers Street, The Orchards Extension 11.

Particulars are not guaranteed.

Dwelling with entrance hall, lounge, dining-room, kitchen, three bedrooms, bathroom, two carports and outside toilet.

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

J. A. Alheit, for MacRobert De Villiers Lunnon & Tindall Inc. (Tel. 328-6770.) (Ref. N1/A-439472/JAA/J. S. Herbst.)

## Case 3014/95

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

In the matter between **ABSA Bank Limited** (Allied Division), Plaintiff, and **James Graham Malatjie**, First Defendant, and **Mapae Elizabeth Malatjie**, 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, 18 August 1995 at 11:00, of:

Erf 2013, The Orchards Extension 13, Registration Division JR, Transvaal, measuring 1 380 square metres, known as 32 Vorster Avenue, The Orchards Extension 13.

Particulars are not guaranteed.

Dwelling with entrance hall, lounge, dining-room, kitchen, three bedrooms, two bathrooms, scullery, patio and double garage.

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

J. A. Alheit, for MacRobert De Villiers Lunnon & Tindall Inc. (Tel. 328-6770.) (Ref. N1/A-439440/JAA/J. S. Herbst.)



Case 3016/95

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

In the matter between **ABSA Bank Limited** (United Division), Plaintiff, and **Leon Herman van Staden**, 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, 18 August 1995 at 11:00, of:

Section 30, as shown on Sectional Plan SS567/93, in the building Prinsloopark, situated at Erf 1629, The Orchards Extension 11, Local Authority City Council of Akasia, measuring 81 square metres; and

an undivided share in the common property in the land and building held under Deed of Transfer ST100602/93 dated 23 December 1993, known as Flat 30, Prinsloopark, 60 Koos Prinsloo Street, The Orchards Extension 11.

Particulars are not guaranteed.

Two-bedroomed flat with lounge, dining-room, kitchen, bathroom and carport.

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-439433/JAA/J. S. Herbst.)

Case 1830/95

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

In the matter between **ABSA Bank Limited** (Allied Division), Plaintiff, and **Andre Francois Fourie**, 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, 18 August 1995 at 11:00, of:

Erf 3843, situated in the Township of Orchards Extension 16, Registration Division JR, Transvaal, measuring 1 171 square metres, known as 22 Lindeboom Crescent, Orchards Extension 16.

Particulars are not guaranteed.

Dwelling with lounge, kitchen, three bedrooms, bathroom/toilet and shower/toilet.

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

J. A. Alheit, for MacRobert De Villiers Lunnon & Tindall Inc. (Tel. 328-6770.) (Ref. N1/A-434267/JAA/J. S. Herbst.)

Case 3015/95

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

In the matter between **ABSA Bank Limited** (United Division), Plaintiff, and **Willem Andries Nel**, First Defendant, and **Magrieta Susanna Nel**, 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, 18 August 1995 at 11:00, of:

Portion 1 of Erf 99, in the Town Wolmer, Registration Division JR, Transvaal, measuring 1 296 square metres, known as 461 Deetlef Street, Wolmer.

Particulars are not guaranteed: Dwelling with lounge, dining-room, kitchen, three bedrooms, two bathrooms, toilet, scullery, single garage, two carports, staff room and outside toilet.

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

J. A. Alheit, for MacRobert De Villiers Lunnon & Tindall Inc. (Tel. 328-6770.) (Ref. N1/A-439447/JAA/J. S. Herbst.)

Case 9829/93

## IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **The Standard Bank of SA Ltd**, Plaintiff, and **Sanner Samuel Mofokeng**, First Defendant, and **Duduzile Roselina Mofokeng**, Second Defendant

In terms of a judgment of the Supreme Court of South Africa (Transvaal Provincial Division) in the above-mentioned suit, a sale will be held at the Sheriff's Office, 23 Rotterdam Road, Evander, on Wednesday, 23 August 1995 at 14:00, of the under-mentioned property of the Defendants on the conditions to be read out by the auctioneer at the time of the sale and which conditions may be inspected at the offices of the Sheriff, prior to the sale:

All right, title and interest in the leasehold in respect of Lot 7878, Embalenhle Extension 11 Township, Registration Division IS, Transvaal, measuring 320 (three hundred and twenty) square metres, held under Certificate of Registered Grant of Leasehold TL7826/92, subject to the conditions therein contained.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: Dwelling consisting of lounge, kitchen, bedroom and bathroom/w.c.

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

Dated at Pretoria this 20th day of July 1995.

E. M. Eybers, for Adams & Adams, Shorburg, 429 Church Street, Pretoria. [Tel. (012) 320-8500.] (Ref. EME/ep S817/93.)

**Saak 18642/94**

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

In die saak tussen **NBS Bank Limited**, Eiser, en **Stander, Teresa Elizabeth**, Verweerder

Ter uitwinning van 'n vonnis van die Hooggeregshof van Suid-Afrika (Witwatersrandse Plaaslike Afdeling) in bogemelde saak, sal 'n verkoping sonder 'n reserweprys gehou word te die kantore van die Balju, Eerste Verdieping, Terracegebou, Eaton Terrace 1, Alberton, op Dinsdag, 22 Augustus 1995 om 10:00, van die ondergemelde eiendom van die Verweerder wat deur die Balju gelees sal word ten tye van die verkoping en welke voorwaardes by die kantore van die Balju van die Hooggeregshof, Alberton, voor die verkoping ter insae sal lê:

Sekere Erf 1517, Meyersdal-uitbreiding 12-dorpsgebied, Registrasieafdeling IR, Transvaal, gehou deur Teresa Elizabeth Stander onder Akte van Transport T51724/92, bekend as Douglas Harris Crescent 37, Meyersdal-uitbreiding 12, Alberton, groot 1 110 vierkante meter.

*Sonering:* Residensieel.

*Spesiale gebruiksvergunnings en voorwaardes:* Geen.

*Verbeterings:* Hoofgebou bestaande uit teëldak met gepleisterde mure bestaande uit sitkamer, eetkamer, kombuis, studeerkamer, spens, drie slaapkamers, twee badkamers, twee storte, drie toilette, ingangsportaal, gaste toilet, familiekamer, opwasplek en ontbythoekie. *Buitegeboue:* Twee motorhuise met toilet.

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

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

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

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

Klopper Jonker Ing., Prokureurs vir Eiser, Eerste Verdieping, Terracegebou, Eaton Terrace 1, Alberton; Posbus 6, Alberton; p.a. Docex 216, Presidentstraat 84, Johannesburg. (Verw. N2627/EU/PP.)

**Case 29060/94**

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

In the matter between **First National Bank of Southern Africa Limited**, Plaintiff, and **William John Hagan**, 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 9 May 1995, will be sold in execution on Thursday, 17 August 1995 at 10:00, in front of the offices of the Sheriff of the Supreme Court, 131 Marshall Street, Johannesburg, to the highest bidder:

Portion 2 of Erf 41, Lombardy East Township, Registration Division IR, Transvaal, in extent 2 024 (two thousand and twenty-four) square metres, situated 87 Goethe Road, Lombardy East, Johannesburg.

The following improvements are reported to be on the property, but nothing is guaranteed: *Residence:* Single-storey dwelling, detached. *Walls:* Brick and plaster. *Roof:* Tile. *Floor:* Carpets and tiles. *Rooms:* Two lounge, study, TV-room, dining-room, kitchen, four bedrooms, two bathrooms and two toilets. *Outbuildings:* Double garage, servant, bathroom and laundry. *Boundary:* Brick walls. *Improvements:* Spanish burglar bars, security gates and alarm system.

*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, 131 Marshall 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 July 1995.

De Villiers & Co., Ninth Floor, NBS Building, corner of Market and Rissik Streets, Johannesburg. (Tel. 336-3913/4; 336-3921/2/3.) (Ref. M. S. Kontos/1224.) (Docex. DX. 571.)

## IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **ABSA Bank (United)**, Eiser, en **Jose Anibal Vieira dos Santos**, Eerste Verweerder, en **Delfina de Oliveira dos Santos**, Tweede Verweerder

Kennis word hiermee gegee dat ingevolge 'n uitspraak van bogemelde Agbare Hof in bogemelde saak, op 4 April 1995 en ter uitvoering van 'n lasbrief vir eksekusie, sal die Balju, Pretoria-Wes, op 17 Augustus 1995 om 10:00, die ondervermelde eiendom in eksekusie verkoop te Kamer 603A, Sesde Verdieping, Olivettihuis, hoek van Schubart- en Pretoriusstraat, Pretoria, aan die hoogste bieder:

Die eiendom wat aldus te koop aangebied word, staan bekend as Norman Eatonstraat 583, Philip Nel Park, en word omskryf as Erf 11, geleë in die Philip Nel Park-dorpsgebied, Registrasieafdeling JR, Transvaal, groot 1 215 (eenduisend tweehonderd en vyftien) vierkante meter, gehou kragtens Akte van Transport T75116/93.

Die eiendom bestaan na bewering, maar sonder waarborg, uit 'n onontwikkelde erf (leë erf).

Die koper moet 'n deposito van 10% (tien persent) van die koopprys, balju fooie en agterstallige belasting betaald 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 verstrekt 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-Wes.

Geteken te Pretoria hierdie 19de dag van Julie 1995.

Couzyn Hertzog & Horak Ing., Praetor Forumgebou, Van der Waltstraat 269, Pretoria. (Tel. 322-8780.) (Verw. mev. De Villiers/2125.)

Saak 30005/95

## IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **ABSA Bank Beperk**, Eiser, en **Petrus Johannes van der Merwe**, Eerste Verweerder, en **Catharina Aletta van der Merwe**, Tweede Verweerder

Kennis word hiermee gegee dat ingevolge 'n uitspraak van bogemelde Agbare Hof in bogemelde saak, op 19 Junie 1995 en ter uitvoering van 'n lasbrief vir eksekusie, sal die Balju, Pretoria-Wes, op 24 Augustus 1995 om 10:00, die ondervermelde eiendom in eksekusie verkoop te Kamer 603A, Sesde Verdieping, Olivettihuis, hoek van Schubart- en Pretoriusstraat, Pretoria, aan die hoogste bieder:

Die eiendom wat aldus te koop aangebied word, staan bekend as Cobaltstraat 60, Proklamasie Heuwel, en word omskryf as Erf 308, Proklamasie Heuwel, groot 937 vierkante meter, gehou kragtens Akte van Transport T54656/90.

Die eiendom bestaan na bewering, maar sonder waarborg, uit sitkamer, eetkamer, kombuis, drie slaapkamers, badkamer en toilet, matre, bediendekamer, buitekamer, motorhuis en buitetoilet.

Die koper moet 'n deposito van 10% (tien persent) van die koopprys, balju fooie en agterstallige belasting betaald 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 verstrekt 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-Wes, Olivettigebou 607, hoek van Schubart- en Pretoriusstraat, Pretoria.

Geteken te Pretoria hierdie 21ste dag van Julie 1995.

Couzyn Hertzog & Horak Ing., Praetor Forumgebou, Van der Waltstraat 269, Pretoria. (Tel. 322-8780.) (Verw. T. Horak/T2241.)

Case 11530/94

## IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Saafco CC**, 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 24 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:** Remaining portion of Portion 126 (portion of Portion 10), of the farm Hartsenbergfontein 332, Registration Division IQ, Transvaal, measuring 18,2681 hectares.

**Improvements:** Unimproved property.

Hack Stupel & Ross, Attorneys for Plaintiff, P.O. Box 2000, Pretoria. [Tel. (012) 325-4185.] (Ref. Du Plooy/sv/GT1688.)



## Case 3810/95

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

In the matter between **The Standard Bank of South Africa Limited**, Plaintiff, and **Frederik Christoffel Truter**, First Defendant, and **Magdalena Susanna Truter**, 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, Kriel, at the Magistrate's Court, Kriel, on Wednesday, 23 August 1995 at 11:00, of the undermentioned property of the Defendants subject to the conditions of sale which are available for inspection at the offices of the Sheriff of the Supreme Court, Kriel at 7 Springbok Singel, Kriel, and which will be read out prior to the sale:

Erf 508, situated in the Town Kriel Extension 2, Registration Division IS, Transvaal, measuring 1 391 square metres, held by virtue of Deed of Transfer T35144/93, known as 49 Park Avenue, Kriel.

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

Dwelling-house with tiled roof consisting of lounge, dining-room, kitchen, four bedrooms, two bathrooms and toilet. Outbuildings consist of garage and carport, servant's room/bathroom/toilet.

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

D. Frances, for Hack Stupel & Ross, Attorneys for Plaintiff, Second Floor, Standard Bank Chambers, Church Square, Pretoria. [Tel. (012) 325-4185.] (Ref. D. Frances/JD HA2804.)

## Case 17673/94

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **John Dumisani Mazibuko**, Defendant

A sale in execution of the undermentioned property is to be held without reserve at Magistrate's Court, Delville Street, Witbank, on Friday, 25 August 1995 at 10:00:

**Property:** All right, title and interest to the leasehold in respect of Erf 3878, Township of kwaGuqa Extension 7, Registration Division JS, Transvaal.

**Improvements:** Single storey, two bedrooms, kitchen, lounge and bathroom.

Full conditions of sale can be inspected at the Sheriff, Witbank, 3 Rhodes Street, Witbank, and will be read out prior to the sale.

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

Hack Stupel & Ross, Attorneys for the Plaintiff, P.O. Box 2000, Pretoria. [Tel. (012) 325-4185.] (Our Ref. B. du Plooy/LVDM/GT1840.)

## Case 10145/95

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Desire Muller Miles**, Defendant

A sale in execution of the undermentioned property is to be held without reserve at 5 Tempo Street, Tasbepark Extension 2, on Friday, 25 August 1995 at 08:30:

**Property:** Erf 1199, Tasbepark Extension 2 Township, Registration Division JS, Transvaal, known as 5 Tempo Street, Tasbepark Extension 2.

**Improvements:** Three bedrooms, bathroom, kitchen, lounge, garage and separate toilet.

Full conditions of sale can be inspected at the Sheriff, Witbank, 3 Rhodes Street, Witbank, and will be read out prior to the sale.

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

Hack Stupel & Ross, Attorneys for the Plaintiff, P.O. Box 2000, Pretoria. [Tel. (012) 325-4185.] (Our Ref. B. du Plooy/LVDM/GT2494.)

## Case 7382/95

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Teboho Jack Mokoena**, Defendant

A sale in execution of the undermentioned property is to be held without reserve at Magistrate's Court, Begemann Street, Heidelberg, on Friday, 1 September 1995 at 09:00:

**Property:** All right, title and interest to the leasehold in respect of Erf 188, Magagula Heights Township, Registration Division IR, Transvaal.

**Improvements:** Single storey, two bedrooms, bathroom, open plan—lounge/dining-room/kitchen.

Full conditions of sale can be inspected at the Sheriff, Heidelberg, 40 Ueckermann Street, Heidelberg, and will be read out prior to the sale.

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

Hack Stupel & Ross, Attorneys for the Plaintiff, P.O. Box 2000, Pretoria. [Tel. (012) 325-4185.] (Our Ref. B. du Plooy/LVDM/GT2413.)

Saak 3813/95

## IN DIE LANDDROSHOF VIR DIE DISTRIK VEREENIGING GEHOU TE VEREENIGING

In die saak tussen **NBS Bank Beperk**, Eiser, en **Klaus Jurgen Angelbauer**, Eerste Verweerder, en **Annette Angelbauer**, Tweede Verweerder

Ter uitwinning van 'n vonnis van die Landdroshof vir die distrik Vereeniging, sal die eiendom hieronder vermeld per openbare veiling verkoop word deur die Balju by die kantoor van die Balju, Landdroshof Vereeniging, te Beaconsfieldlaan 41A, Vereeniging, op 11 Augustus 1995 om 10:00:

Erf 130, geleë in die dorpsgebied Bedworth Park, in die Registrasieafdeling IQ, Transvaal, groot 2 506 vierkante meter, gehou kragtens Akte van Transport T51073/94, bekend as Orionstraat 2, Bedworthpark.

**Verbeterings:** Eetkamer, drie slaapkamers, drie badkamers, drie toilette, TV-kamer, studeerkamer, dubbelmotorhuis, motor afdak, buitekamer, swembad, met beton omheining en teëldak.

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

**Voorwaardes:** Die volledige voorwaardes van verkoping lê ter insae by die kantoor van die Balju, Landdroshof, Vereeniging.

Geteken te Vereeniging op hierdie 19de dag van Julie 1995.

Rossouw & Prinsloo, N.B.S.-gebou, Merrimanlaan, Posbus 871, Vereeniging. (Verw. J. A. M. Prinsloo/avdb.)

Saak 984/95

## IN DIE LANDDROSHOF VIR DIE DISTRIK HOËVELDRIF GEHOU TE EVANDER

In die saak tussen **NBS Bank Beperk**, Eiser, en **Hercules Dawid Johannes Homan**, Verweerder

Ingevolge 'n vonnis van die bogemelde Agbare Hof toegestaan op 9 Mei 1995, sal die volgende vaste eiendom in eksekusie verkoop word by die kantoor van die Balju, Cornellweg 21, Evander, op Woensdag, 16 Augustus 1995 om 12:00, aan die hoogste bieder, naamlik:

Erf 741, Evander-dorpsgebied, Registrasieafdeling IS, Transvaal, groot 793 (sewehonderd drie-en-negentig) vierkante meter, gehou kragtens Akte van Transport T10753/94, beter bekend as Münchenweg 46, Evander.

**Terme:** 10% (tien persent) van die koopprys in kontant betaalbaar ten tye van die verkoping en die balans teen registrasie van transport, versekerer te word deur 'n goedgekeurde bank- of bouverenigingwaarborg, gelewer te word binne 21 (een-en-twintig) dae daarna, asook 4% (vier persent) afslaerskommissie wat betaalbaar is met die toeslaan van die bod.

Die verkoopvoorwaardes mag gedurende kantoorure by die kantoor van die Balju, Cornellweg 21, Evander, besigtig word.

Geteken te Secunda hierdie 14de dag van Julie 1995.

Els Prokureurs, Prokureurs vir Eiser, Checkersgebou, Posbus 47, Secunda. (Tel. 34-7788/34-7739.) (Ref. mev. Louw/eh.)

Saak 1264/95

## IN DIE LANDDROSHOF VIR DIE DISTRIK HOËVELDRIF GEHOU TE EVANDER

In die saak tussen **NBS Bank Beperk**, Eiser, en **Johannes Cornelius Wilhelm Anderson**, Verweerder

Ingevolge 'n vonnis van die bogemelde Agbare Hof toegestaan op 2 Junie 1995, sal die volgende vaste eiendom in eksekusie verkoop word by die kantoor van die Balju, Cornellweg 21, Evander, op Woensdag, 16 Augustus 1995 om 12:00, aan die hoogste bieder, naamlik:

Erf 4216, Secunda-uitbreiding 9-dorpsgebied, Registrasieafdeling IS, Transvaal, groot 1008 (eenduisend-en-agt) vierkante meter, gehou kragtens Akte van Transport T4860/91, beter bekend as Olienhoutstraat 11, Secunda.

**Terme:** 10% (tien persent) van die koopprys in kontant betaalbaar ten tye van die verkoping en die balans teen registrasie van transport, versekerer te word deur 'n goedgekeurde bank- of bouverenigingwaarborg, gelewer te word binne 21 (een-en-twintig) dae daarna, asook 4% (vier persent) afslaerskommissie wat betaalbaar is met die toeslaan van die bod.

Die verkoopvoorwaardes mag gedurende kantoorure by die kantoor van die Balju, Cornellweg 21, Evander, besigtig word.

Geteken te Secunda hierdie 14de dag van Julie 1995.

Els Prokureurs, Prokureurs vir Eiser, Checkersgebou, Posbus 47, Secunda. (Tel. 34-7788/34-7739.) (Ref. mev. Louw/eh.)

Saak 373/95

## IN DIE LANDDROSHOF VIR DIE DISTRIK KRUGERSDORP GEHOU TE KRUGERSDORP

In die saak tussen **Nedcor Bank Beperk**, Eksekusieskuldeiser, en **Maria Virginia Brito Sercu**, Eksekusieskuldenaar

Kragtens 'n vonnis en 'n lasbrief vir eksekusie word die eiendom, nl:

**Eiendom:** Gedeelte 17 ('n gedeelte van Gedeelte 1) van die plaas Jakkalsdans 243, Registrasieafdeling IQ, in die provinsie Pretoria-Witwatersrand-Vereeniging.

**Ligging:** Plaas Jakkalsdans 243, distrik Cullinan, in eksekusie verkoop op 18 Augustus 1995 om 11:00, deur die Balju, Cullinan, voor die Landdroshof, Cullinan.

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

Swart Redelinghuys Nel & Vennote Ing., Nedbank Mediese Sentrum 501, hoek van Human- en Krugerstraat, Krugersdorp. (Tel. 953-1112.) (Verw. ADUP/FDJ/VN211.)

Case 34319/92  
PH 267IN THE SUPREME COURT OF SOUTH AFRICA  
(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (United Bank Division), formerly known as United Bank Limited and prior to that United Building Society Limited and previously United Building Society, Plaintiff, and **Watson, Neville Calvin**, First Defendant, and **Neethling, Vanessa Sophia**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court, at the Office of De Klerk Vermaak & Partners, Overvaal, 28 Kruger Street, Vereeniging, on Thursday, 17 August 1995 at 10:00, of the undermentioned immovable property of the Defendants on the conditions which will lie for inspection, prior to the sale, at the Office of De Klerk Vermaak & Partners, Overvaal, 28 Kruger Street, Vereeniging:

Portion 8 of Erf 5398, Ennerdale Extension 9 Township, Registration Division IQ, Transvaal, measuring 592 m<sup>2</sup>, held by the Defendants under Deed of Transfer T36738/88, being 14 Bimbay Street, Ennerdale Extension 9, Vereeniging.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The dwelling consists of lounge, dining-room, three bedrooms, bathroom/w.c./shower, kitchen and patio.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg this the 29th day of June 1995.

Routledges Inc., Plaintiff's Attorneys, First Floor, Colosseum, 41 Kruis Street, Johannesburg. (Tel. 331-0511.) (Ref. Z61961/JHBFCLS/Mr McCallum/cvdr.)

Case 15311/94  
PH 267IN THE SUPREME COURT OF SOUTH AFRICA  
(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (Allied Bank Division) Plaintiff, and **Engelbrecht, Frans Ignatius**, First Defendant, and **Engelbrecht, Stephanus Francois**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court, at 131 Marshall Street, Johannesburg, on Thursday, 17 August 1995 at 10:00, of the undermentioned immovable property of the Defendants on the conditions which will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Johannesburg North, at 131 Marshall Street, Johannesburg:

Section 15, as shown and more fully described on Sectional Plan SS27/1987 (The Sectional Plan) in the building or buildings known as Yellowwood Park and an undivided share in the common property in the land and building or buildings as shown and more fully described on the sectional plan apportioned to the said section in accordance with the participation quota of the said section, measuring 74 m<sup>2</sup>, held by the Defendants under Certificate of Registered Sectional Title ST27/1987(15)(Unit), being Flat 21, Yellowwood Park, 14 Prospect Road, Berea.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The dwelling consists of lounge, dining-room, bedroom, bathroom/w.c. and kitchen.

**Terms:** 10% (ten per 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 the 30th day of June 1995.

Routledges Inc., Plaintiff's Attorneys, First Floor, Colosseum, 41 Kruis Street, Johannesburg. (Tel. 331-0511.) (Ref. Z94989/JHBFCLS/Mr McCallum/cvdr.)

Case 9994/93  
PH 267IN THE SUPREME COURT OF SOUTH AFRICA  
(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (United Bank Division), formerly known as United Bank Limited, and prior to that United Building Society Limited and previously United Building Society, Plaintiff, and **Nkosi, Charlie Mabuti**, Defendant

In execution of 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, 18 August 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 54 kwaThema Extension 1 Township, Registration Division IR, Transvaal, measuring 310 m<sup>2</sup>, held by the Defendant under Deed of Transfer TL16883/1990, being 54 Interland 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 and bathroom/w.c.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg this the 27th day of June 1995.

Routledges Inc., Plaintiff's Attorneys, First Floor, Colosseum, 41 Kruis Street, Johannesburg. (Tel. 331-0511.) (Ref. Z66713/JHBFCLS/Mr McCallum/cvdn.)

Case 32963/94  
PH 267

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

In the matter between **ABSA Bank Beperk** (Trust Bank Division) Plaintiff, and **Select Capital Markets (Pty) Limited**, First Defendant, **Theodosiou, Dimetrys**, Second Defendant, **Theodosiou, Sedrick Christos**, Third Defendant, **Theodosiou, Antonys**, Fourth Defendant, **Jazpaul Investments (Pty) Limited**, Fifth Defendant, **Dascor Investments (Pty) Limited**, Sixth Defendant, **Pulcheria House (Pty) Limited**, Seventh Defendant, and **Aphrodite Interests (Pty) Limited**, Eighth Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court, at 131 Marshall Street, Johannesburg, on Thursday, 17 August 1995 at 10:00, of the undermentioned immovable property of the Defendants on the conditions which will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Johannesburg West, at Second Floor, 32 Von Brandis Street, Johannesburg:

Erf 1383 and Erf 1384, Mayfair Township, Registration Division IQ, Transvaal, measuring a total of 496 m<sup>2</sup>, held by the Defendants under Deed of Transfer T13526/1969, being Evelyn Court, corner of Church and Third Streets, Mayfair.

**Note:** Both erven shall be sold as one.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The dwelling consists of double storey L shaped building ground level comprising of shops. Upper level consists of five flats (three one-bedroom and two two-bedroom) and roof level comprising of two servants' rooms and toilet. All amounting to a floor area of approximately 830 m<sup>2</sup>.

**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 the 14th day of June 1995.

Routledges Inc., Plaintiff's Attorneys, First Floor, Colosseum, 41 Kruis Street, Johannesburg. (Tel. 331-0511.) (Ref. I.90342/Mr Canny/Mr Brewer/djl.)

Case 14145/92  
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 **Raditsela, Modupe Daniel**, Defendant

In execution of 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, 18 August 1995 at 10:00, of the undermentioned immovable property of the Defendant on the conditions which will lie for inspection, prior to the sale, at the main entrance hall of the Magistrate's Court, General Hertzog Street, Vanderbijlpark:

The right of leasehold, in respect of Erf 1181, Evaton North Township, Registration Division IQ, Transvaal, measuring 510 m<sup>2</sup>, held by the Defendant under Certificate of Registered Grant of Leasehold TL29629/90, being Stand 1181, Evaton North, 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, bathroom, separate w.c. and kitchen.

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

The purchaser shall, on the day of 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 the 20th day of June 1995.

Routledges Inc., Plaintiff's Attorneys, First Floor, Colosseum, 41 Kruis Street, Johannesburg. (Tel. 331-0511.) (Ref. Z45274/JHBFCLS/Mr McCallum/cvdm.)

#### Case 7265/95

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

In the matter between **First National Bank of S A Limited**, Plaintiff, and **Johanna Catharina Hendrika Wessels**, Defendant

In pursuance of a judgment of the above Honourable Court dated 21 June 1995, the following property will be sold in execution on Friday, 11 August 1995 at 11:15, at the Sheriff's Office, 182 Leeuwpoot Street, Boksburg, to the highest bidder viz:

Portion 4 of Erf 58, Witfield Township, Registration Division IR, Transvaal, in extent 991 (nine hundred and ninety-one) square metres, being 18 Knights Street, Witfield, Boksburg, comprising single-storey dwelling, lounge, family room, dining-room, kitchen, three bedrooms, bathroom, shower, two toilets, laundry, carport, servant's quarters and toilet/shower.

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

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

Dated at Germiston on this the 14th day of July 1995.

A. L. Freedman, for M. Levine & Freedman, 201-5 United Building, 177 President Street; P.O. Box 289, Germiston. (Tel. 873-8914/5.) [Ref. Mr Freedman/OS/20220. (G)].

#### Case 8672/95

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

In the matter between **NBS Bank Limited**, Plaintiff, and **Cromhout, Stephen Mark**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the Office of the Sheriff of the Supreme Court for Randburg, Elna Randhof, corner of Selkirk Avenue and Blairgowrie Drive, Randburg, on Tuesday, 15 August 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 3100, Randparkrif Extension 41 Township, Registration Division IQ, Transvaal, area 883 square metres, situation 3 Kokerboom Road, Randparkrif Extension 41, Randburg.

**Improvements** (not guaranteed): Single storey brick dwelling under tiles consisting of lounge/dining-room, kitchen, two bedrooms, two bathrooms, two toilets, floor coverings, fitted carpets/novilon, two garages, brick driveway, swimming-pool and barbecue area, boundary front brick walls, remainder concrete walls.

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

Dated at Johannesburg on the 11th day of July 1995.

Dykes, Daly, Plaintiff's Attorneys, Sixth Floor, 66 Smal Street, Johannesburg. (Tel. 781-0810.) (Ref. P. le Mottee/ij/N3467.)

#### Case 9190/92

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

In the matter between **ABSA Bank Limited** (United Bank Division), Plaintiff, and **Samuel Thabo Mofokeng**, Defendant

On 16 August 1995 at 10:00, a public auction sale will be held at the Sheriff's Office, Jorah Hof, 4 Du Plessis Street, Florentia, Alberton, at which the Sheriff of the Court will, pursuant to the judgment of the Court in this action, warrant of execution issued in terms thereof and attachment in execution made thereunder sell:

**Certain:** Erf 617, A P Khumalo Township, Registration Division IR, Transvaal, measuring 276 (two hundred and seventy-six) square metres, also known as 617 Khumalo Valley, Katlehong, Alberton.

**Improvements reported** (which are not warranted to be correct and are not guaranteed): Lounge, kitchen, two bedrooms, bathroom and w.c. (hereinafter referred to as the property).

The property will be sold subject to any existing tenancy, subject to the provisions of section 66 (2) (a) and (c) of Act No. 32 of 1944, as amended, regarding the bondholders, being the ABSA Bank (United Division) and other preferent creditors subject to payment to the Local Authority of all rates and taxes and other charges to enable a clearance certificate to be issued.

A cash deposit of 10% (ten per cent) of the purchase price or R500 whichever is the greater shall be paid on the date of sale and interest on the unpaid balance at the current building society rates of interest shall be payable, such unpaid balance to be secured by an acceptable guarantee within fourteen (14) days of the sale.

The full conditions of sale may be inspected at the offices of the Sheriff of the Court, Jorah Hof, 4 Du Plessis Street, Florentia, Alberton.

Dated at Germiston on this 10th day of July 1995.

M. B. Berman, for Stupel & Berman, Plaintiff's Attorneys, 70 Lambert Street, Germiston. (Ref. Mr Berman/CA/U91.)

Case 10035/94  
PH 2

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

In the matter between **First National Bank of Southern Africa Limited**, Defendant, and **Gonen, David**, First Defendant, and **Gonen, Melanie Ruth**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above action, a sale as a unit without a reserve price will be held at the office of the Sheriff, Johannesburg East, 131 Marshall Street, Johannesburg, on 17 August 1995 at 10:00, of the undermentioned property of the Defendants on the conditions to be read by the auctioneer at the time of the sale, which conditions will lie for inspection, prior to the sale at the offices of the Sheriff, Johannesburg East, 131 Marshall Street, Johannesburg:

The following information is furnished regarding the improvements (though in this respect nothing is guaranteed): Single-storey dwelling-house under iron roof consisting of lounge, dining-room, study, kitchen, three bedrooms, bathroom, shower, two toilets, garage, servants' quarters, toilet, shower and carport.

*Being:* Erf 6, Gresswold, situated at 11 Berkswell Road, Gresswold, measuring 1 487 square metres, Registration Division IR, Transvaal, held by the Defendants under Title Deed T59950/90.

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

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

Dated at Johannesburg this 10th day of July 1995.

Bezuidenhout van Zyl Inc., Third Floor, Surrey Place, 295 Surrey Avenue, Randburg, c/o Van der Westhuizen Crouse & Venter, Ninth Floor, North State Building, corner of Market and Kruis Streets, Johannesburg. (Tel. 789-3050.) (Ref. Mr Fourie/sc.)

Case 7669/93

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

In the matter between **Telkom S.A. Limited**, Plaintiff, and **Letuba John Mashoene**, Defendant

On Friday, 18 August 1995 at 11:15, a public auction sale will be held in front of the Sheriff of the Court's Offices, 182 Leeuwpoot Street, Boksburg, at which the Sheriff pursuant to a judgment of the Court in this action, warrant of execution issued in terms thereof and attachment in execution made thereunder, sell all the right, title and interest in and to the leasehold over:

*Property:* Erf 559, together with all erections or structures thereon in the Township of Vosloorus Extension 3, Boksburg, Registration Division IR, Province of Pretoria-Witwatersrand-Vereeniging, measuring 300 square metres, held under Deed of Transfer TL13181/1988.

*Description:* Single storey brick and/or cement residence under iron, tile or asbestos roof consisting of bedroom/s, bathroom, lounge and kitchen.

*Improvements* (which are not warranted to be correct and not guaranteed).

*The material conditions of sale are:*

1. Voetstoots and without reserve.
2. Deposit of 10% (ten per cent) cash immediately after the sale. Guarantee for balance within 30 days after the sale.
3. Possession and occupation on payment of deposit and costs.
4. Further conditions available for inspection at the Sheriff's Office, Boksburg.

Dated at Boksburg on the 5th day of July 1995.

M. Traube, for Moodie Moodie & Van Rensburg, Legis Domus Building, Trichardt Street, Boksburg. (Tel. 892-3050.) (Ref. O. Smuts/T26.)



Case 10390/95

## IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **NBS Bank Limited**, Plaintiff, and **Peila, Michele Giorgio**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of the Sheriff of the Supreme Court for Randburg, on Tuesday, 15 August 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 Portion 14 of Erf 552, North Riding Extension 4 Township, Registration Division IQ, Transvaal, area 393 square metres, situated at 10 Kenpen Road, North Riding Extension 4.

*Improvements* (not guaranteed): Double storey brick dwelling under asbestos roof, consisting of lounge, dining-room, kitchen, three bedrooms, one and a half bathrooms, two toilets, floor covering (fitted carpets). Garage. Walled boundary.

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

Dated at Johannesburg on the 27th day of June 1995.

Dykes, Daly, Plaintiff's Attorneys, Sixth Floor, 66 Smal Street, Johannesburg. (Tel. 781-0810.) (Ref. P. le Mottee/ij/N3470.)

Case 27472/94

PH 683

## IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited**, Plaintiff, and **Van Heerden, Willem Schalk Jacobus**, First Defendant, and **Van Heerden, Suzanne Petronella**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of the Sheriff of the Supreme Court, Johannesburg, First Floor, 131 Marshall Street, Johannesburg, on Thursday, 24 August 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 3197, Glenvista Extension 6 Township, Registration Division IR, Transvaal, area 1 332 (one thousand three hundred and thirty-two) square metres, situated at 19 Thaba Bosigo Street, Extension 6, Glenvista.

*Improvements* (not guaranteed): Vacant land.

*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 to a price of R20 000 and thereafter 3% (three per cent), with a maximum fee of R6 000, and a minimum of R100.

Dated at Johannesburg during July 1995.

Moseneke & Partners, Plaintiff's Attorneys, First Floor, Surrey House, 35 Rissik Street, P.O. Box 62690, Marshalltown, 2107. (Tel. 492-1610.) (Fax 838-1556.) (Ref. H. N. Moloto/cm/A-67.)

Case 4034/92

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

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Mkhetheni Douglas Sikakane**, First Defendant, and **Shumbu Sanah Gwala**, Second Defendant

In pursuance of a judgment in the Court of the Magistrate, Alberton, dated 19 June 1992, and writ of execution dated 19 April 1995, the following property will be sold in execution on Wednesday, 16 August 1995 at 10:00, at the offices of the Sheriff of the Magistrate Court, Johriahof, Du Plessis Street, Alberton, to the highest bidder, viz:

Certain all right, title and interest in the leasehold in respect of Erf 11075, Tokoza Extension 2 Township (previously Erf 404, Tokoza Extension 2), Registration Division IR, the Province of Pretoria-Witwatersrand-Vereeniging, street address 11075 Tokoza Extension 2, measuring 260 square metres, held under Certificate of Registered Grant of Leasehold TL35011/1989, dated 7 August 1989.

*Zoning*: Residential.

*Special use or exemptions*: None.

The Judgment Creditor describes the improvements on the property, without any warranties, as follows: Main building: Lounge, kitchen, two bedrooms and bathroom. Outbuildings: None.

1. *Terms:* 10% (ten per cent) of the purchase price in cash at the sale, the balance plus interest at 19% (nineteen per cent), payable to date of payment, against registration of transfer, to be secured by a bank or building society guarantee to be furnished within 30 (thirty) days from the date of sale.

2. Conditions of sale, which will be read immediately prior to the sale, are lying for inspection at the offices of the Messenger of the Court.

Dated at Alberton on this the 17th day of July 1995.

B. J. van der Walt & Schoeman, Plaintiff's Attorney, First Floor, Allied House, 36 The Boulevard, Alberton. (Tel. 907-2329, 907-2359.) (Ref. Miss D. Meyer.)

Case 273/92

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

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Stephen Nkhi**, First Defendant, married in community of property to **Mosila Lisbeth Nkhi**, Second Defendant

In pursuance of a judgment in the Court of the Magistrate, Alberton, dated 24 February 1992, and writ of execution dated 8 May 1995, the following property will be sold in execution on Wednesday, 16 August 1995 at 10:00, at the offices of the Sheriff of the Magistrate Court, Johriahof, Du Plessis Street, Alberton, to the highest bidder, viz:

Certain all right, title and interest in the leasehold in respect of Erf 9364, Tokoza Extension 2 Township, Registration Division IR, the Province of Pretoria-Witwatersrand-Vereeniging, street address 9364 Tokoza Extension 2, measuring 300 square metres, held under Certificate of Registered Grant of Leasehold TL89/1989, dated 3 January 1989.

*Zoning:* Residential.

*Special use or exemptions:* None.

The Judgment Creditor describes the improvements on the property, without any warranties, as follows: Main building: Lounge, kitchen, three bedrooms and bathroom. Outbuildings: None.

1. *Terms:* 10% (ten per cent) of the purchase price in cash at the sale, the balance plus interest at 20% (twenty per cent), payable to date of payment, against registration of transfer, to be secured by a bank or building society guarantee to be furnished within 30 (thirty) days from the date of sale.

2. Conditions of sale, which will be read immediately prior to the sale, are lying for inspection at the offices of the Messenger of the Court.

Dated at Alberton on this the 17th day of July 1995.

B. J. van der Walt & Schoeman, Plaintiff's Attorney, First Floor, Allied House, 36 The Boulevard, Alberton. (Tel. 907-2329, 907-2359.) (Ref. Miss D. Meyer.)

Case 1469/92

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

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Baluni Obed Mavumane**, First Defendant, married in community of property to **Elizabeth Mavumane**, Second Defendant

In pursuance of a judgment in the Court of the Magistrate, Alberton, dated 7 April 1992, and writ of execution dated 17 May 1995, the following property will be sold in execution on Wednesday, 16 August 1995 at 10:00, at the offices of the Sheriff of the Magistrate Court, Johriahof, Du Plessis Street, Alberton, to the highest bidder, viz:

Certain all right, title and interest in the leasehold in respect of Erf 11298, Tokoza Extension 2 Township (previously Erf 627, Tokoza Extension 2), Registration Division IR, the Province of Pretoria-Witwatersrand-Vereeniging, street address 11298 Tokoza Extension 2, measuring 234 square metres, held under Certificate of Registered Grant of Leasehold TL7162/1989, dated 10 February 1989.

*Zoning:* Residential.

*Special use or exemptions:* None.

The Judgment Creditor describes the improvements on the property, without any warranties, as follows: Main building: Lounge, kitchen, two bedrooms and bathroom. Outbuildings: None.

1. *Terms:* 10% (ten per cent) of the purchase price in cash at the sale, the balance plus interest at 20% (twenty per cent), payable to date of payment, against registration of transfer, to be secured by a bank or building society guarantee to be furnished within 30 (thirty) days from the date of sale.

2. Conditions of sale, which will be read immediately prior to the sale, are lying for inspection at the offices of the Messenger of the Court.

Dated at Alberton on this the 14th day of July 1995.

B. J. van der Walt & Schoeman, Plaintiff's Attorney, First Floor, Allied House, 36 The Boulevard, Alberton. (Tel. 907-2329, 907-2359.) (Ref. Miss D. Meyer.)

## Case 6113/92

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

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Molatsi Daniel Motebele**, Defendant

In pursuance of a judgment in the Court of the Magistrate, Alberton, dated 7 September 1992, and writ of execution dated 9 May 1995, the following property will be sold in execution on Wednesday, 16 August 1995 at 10:00, at the offices of the Sheriff of the Magistrate Court, Johriahof, Du Plessis Street, Alberton, to the highest bidder, viz:

Certain all right, title and interest in the leasehold in respect of Erf 9537, Tokoza Extension 2 Township, Registration Division IR, the Province of Pretoria-Witwatersrand-Vereeniging, street address 9537 Tokoza Extension 2, measuring 280 square metres, held under Certificate of Registered Grant of Leasehold TL39336/1989, dated 4 September 1989.

*Zoning:* Residential.

*Special use or exemptions:* None.

The Judgment Creditor describes the improvements on the property, without any warranties, as follows: Main building: Lounge, kitchen, two bedrooms and bathroom. Outbuildings: None.

1. *Terms:* 10% (ten per cent) of the purchase price in cash at the sale, the balance plus interest at 18% (eighteen per cent), payable to date of payment, against registration of transfer, to be secured by a bank or building society guarantee to be furnished within 30 (thirty) days from the date of sale.

2. Conditions of sale, which will be read immediately prior to the sale, are lying for inspection at the offices of the Messenger of the Court.

Dated at Alberton on this the 13th day of July 1995.

B. J. van der Walt & Schoeman, Plaintiff's Attorney, First Floor, Allied House, 36 The Boulevard, Alberton. (Tel. 907-2329, 907-2359.) (Ref. Miss D. Meyer.)

## Case 4375/92

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

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Jege Shadrack Nkosi**, First Defendant, married in community of property to **Zandile Joyce Nkosi**, Second Defendant

In pursuance of a judgment in the Court of the Magistrate, Alberton, dated 22 June 1995, and writ of execution dated 9 May 1995, the following property will be sold in execution on Wednesday, 16 August 1995 at 10:00, at the offices of the Sheriff of the Magistrate's Court, Johriahof, Du Plessis Street, Alberton, to the highest bidder, viz:

Certain all right, title and interest in the leasehold in respect of Erf 11711, Tokoza Extension 2 Township, Registration Division IR, the Province of Pretoria—Witwatersrand—Vereeniging. *Street address:* 11711 Tokoza Extension 2, measuring 180 (one hundred and eighty) square metres, held under Certificate of Registered Grant of Leasehold TL49988/1991 dated 15 November 1991.

*Zoning:* Residential.

*Special use or exemptions:* None.

The Judgment Creditor describes the improvements on the property, without any warranties, as follows: *Main building:* Lounge, kitchen, two bedrooms and bathroom. *Outbuildings:* None.

1. *Terms:* 10% (ten per centum) of the purchase price in cash at the sale, the balance plus interest at 16% (sixteen per centum), payable to date of payment, against registration of transfer, to be secured by a bank or building society guarantee to be furnished within 30 (thirty) days from the date of sale.

2. Conditions of sale, which will be read immediately prior to the sale, are lying for inspection at the offices of the Messenger of the Court.

Dated at Alberton on this the 13th day of July 1995.

B. J. van der Walt & Schoeman, Plaintiff's Attorneys, First Floor, Allied House, 36 The Boulevard, Alberton. (Tel. 907-2329, 907-2359.) (Ref. Miss D. Meyer.)

## Case 4700/91

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

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Churchill Radebe**, First Defendant, married in community of property to **Jane Mantsnonyana Radebe**, Second Defendant

In pursuance of a judgment in the Court of the Magistrate, Alberton, on 18 June 1991, and writ of execution dated 10 May 1995, the following property will be sold in execution on Wednesday, 16 August 1995 at 10:00, at the offices of the Sheriff of the Magistrate's Court, Johriahof, Du Plessis Street, Alberton, to the highest bidder, viz:

Certain all right, title and interest in the leasehold in respect of Erf 9661, Tokoza Extension 2 Township, Registration Division IR, the Province of Pretoria—Witwatersrand—Vereeniging.

*Street address:* 9661 Tokoza Extension 2, measuring 290 (two hundred and ninety) square metres, held under Certificate of Registered Grant of Leasehold TL47616/1989, dated 3 November 1989.



*Zoning:* Residential.

*Special use or exemptions:* None.

The Judgment Creditor describes the improvements on the property, without any warranties, as follows: *Main building:* Lounge, kitchen, two bedrooms and bathroom. *Outbuildings:* None.

1. *Terms:* 10% (ten per centum) of the purchase price in cash at the sale, the balance plus interest at 19,75% (nineteen comma seven five per centum) payable to date of payment, against registration of transfer, to be secured by a bank or building society guarantee to be furnished by a bank or building society guarantee to be furnished within 30 (thirty) days from the date of sale.

2. Conditions of sale, which will be read immediately prior to the sale, are lying for inspection at the offices of the Messenger of the Court.

Dated at Alberton on this the 13th day of July 1995.

B. J. van der Walt & Schoeman, Plaintiff's Attorneys, First Floor, Allied House, 36 The Boulevard, Alberton. (Tel. 907-2329, 907-2359.) (Ref. Miss D. Meyer.)

Case 4773/92

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

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Silumko Max Malatse**, Defendant

In pursuance of a judgment in the Court of the Magistrate, Alberton, dated 21 July 1992, and writ of execution dated 10 May 1995, the following property will be sold in execution on Wednesday, 16 August 1995 at 10:00, at the offices of the Sheriff of the Magistrate's Court, Johriahof, Du Plessis Street, Alberton, to the highest bidder, viz:

Certain all right, title and interest in the leasehold in respect of Erf 9367, Tokoza Extension 2 Township, Registration Division IR, the Province of Pretoria—Witwatersrand—Vereeniging. *Street address:* 9367 Tokoza Extension 2, measuring 442 (four hundred and forty-two) square metres, held under Certificate of Registered Grant of Leasehold TL37791/1989 dated 24 August 1989.

*Zoning:* Residential.

*Special use or exemptions:* None.

The Judgment Creditor describes the improvements on the property, without any warranties, as follows: *Main Building:* Lounge, kitchen, three bedrooms and bathroom. *Outbuildings:* None.

1. *Terms:* 10% (ten per centum) of the purchase price in cash at the sale, the balance plus interest at 18,50% (eighteen comma five nought per centum), payable to date of payment, against registration of transfer, to be secured by a bank or building society guarantee to be furnished within 30 (thirty) days from the date of sale.

2. Conditions of sale, which will be read immediately prior to the sale, are lying for inspection at the offices of the Messenger of the Court.

Dated at Alberton on this the 14th day of July 1995.

B. J. van der Walt & Schoeman, Plaintiff's Attorney, First Floor, Allied House, 36 The Boulevard, Alberton. (Tel. 907-2329, 907-2359.) (Ref. Miss D. Meyer.)

Case 2712/92

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

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Buti Peter Thamane**, Defendant

In pursuance of a judgment in the Court of the Magistrate, Alberton, dated 16 May 1992, and writ of execution dated 10 May 1995, the following property will be sold in execution on Wednesday, 16 August 1995 at 10:00, at the offices of the Sheriff of the Magistrate's Court, Johriahof, Du Plessis Street, Alberton, to the highest bidder, viz:

Certain all right, title and interest in the leasehold in respect of Erf 1980, Tokoza Township, Registration Division IR, the Province of Pretoria—Witwatersrand—Vereeniging. *Street address:* 1980 Tokoza, measuring 249 (two hundred and forty-nine) square metres, held under Certificate of Registered Grant of Leasehold TL2061/1990 dated 17 January 1990.

*Zoning:* Residential.

*Special use or exemptions:* None.

The Judgment Creditor describes the improvements on the property, without any warranties, as follows: *Main Building:* Lounge, kitchen, two bedrooms and bathroom. *Outbuildings:* None.

1. *Terms:* 10% (ten per centum) of the purchase price in cash at the sale, the balance plus interest at 19% (nineteen per centum), payable to date of payment, against registration of transfer, to be secured by a bank or building society guarantee to be furnished within 30 (thirty) days from the date of sale.

2. Conditions of sale, which will be read immediately prior to the sale, are lying for inspection at the offices of the Messenger of the Court.

Dated at Alberton on this the 13th day of July 1995.

B. J. van der Walt & Schoeman, Plaintiff's Attorney, First Floor, Allied House, 36 The Boulevard, Alberton. (Tel. 907-2329, 907-2359.) (Ref. Miss D. Meyer.)

## Case 9/92

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

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Peter Mathebula**, Defendant

In pursuance of a judgment in the Court of the Magistrate, Alberton, dated 7 February 1992 and writ of execution dated 10 May 1995, the following property will be sold in execution on Wednesday, 16 August 1995 at 10:00, at the offices of the Sheriff of the Magistrate Court, Johriahof, Du Plessis Street, Alberton, to the highest bidder:

*Certain:* All right, title and interest in the leasehold in respect of Erf 9625, Tokoza Extension 2 Township, Registration Division IR, the Province of Pretoria-Witwatersrand-Vereeniging.

*Street address:* 9625 Tokoza Extension 2, measuring 300 square metres, held under certificate of Registered Grant of Leasehold TL7161/1989 dated 10 February 1989.

*Zoning:* Residential.

*Special use or exemptions:* None.

The Judgment Creditor describes the improvements on the property, without any warranties, as follows:

*Main building:* Lounge, kitchen, three bedrooms and bathroom. *Outbuildings:* None.

1. *Terms:* 10% (ten per cent) of the purchase price in cash at the sale, the balance plus interest at 20% (twenty per cent), payable to date of payment, against registration of transfer, to be secured by a bank or building society guarantee to be furnished within 30 (thirty) days from the date of sale.

2. Conditions of sale: Which will be read immediately prior to the sale, are lying for inspection at the offices of the Messenger of the Court.

Dated at Alberton on this 14th day of July 1995.

B. J. van der Walt & Schoeman, Plaintiff's Attorney, First Floor, Allied House, 36 The Boulevard, Alberton, (Tel. 907-2329, 907-2359.) (Ref. Miss D. Meyer.)

## Case 1458/92

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

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Letta Phumzile Kunene**, Defendant

In pursuance of a judgment in the Court of the Magistrate, Alberton, dated 10 March 1992 and writ of Execution dated 26 April 1995, the following property will be sold in execution on Wednesday, 16 August 1995 at 10:00, at the offices of the Sheriff of the Magistrate Court, Johriahof, Du Plessis Street, Alberton, to the highest bidder:

*Certain:* All right, title and interest in the leasehold in respect of Erf 11559, Tokosa Extension 2 Township (previously Erf 888, Tokoza Extension 2), Registration Division IR, the Province of Pretoria-Witwatersrand-Vereeniging.

*Street address:* 11559 Tokoza Extension 2, measuring 180 square metres, held under Certificate of Registered Grant of Leasehold TL20725/1989 dated 9 May 1989.

*Zoning:* Residential.

*Special use or exemptions:* None.

The Judgment Creditor describes the improvements on the property, without any warranties, as follows:

*Main building:* Lounge, kitchen, two bedrooms and bathroom, *Outbuildings:* None.

1. *Terms:* 10% (ten per cent) of the purchase price in cash at the sale, the balance plus interest at 20% (twenty per cent), payable to date of payment, against registration of transfer, to be secured by a bank or building society guarantee to be furnished within 30 (thirty) days from the date of sale.

2. Conditions of sale: which will be read immediately prior to the sale, are lying for inspection at the offices of the Messenger of the Court.

Dated at Alberton on this 14th day of July 1995.

B. J. van der Walt & Schoeman, Plaintiff's Attorney, First Floor, Allied House, 36 The Boulevard, Alberton. (Tel. 907-2329, 907-2359.) (Ref. Miss D. Meyer.)

## Case 4502/92

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

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Lucretia Marjorie Ndlovu**, Defendant

In pursuance of a judgment in the Court of the Magistrate, Alberton, dated 3 August 1992, and writ of execution dated 17 May 1995, the following property will be sold in execution on Wednesday, 16 August 1995 at 10:00, at the offices of the Sheriff of the Magistrate Court, Johriahof, Du Plessis Street, Alberton, to the highest bidder:

*Certain:* All right, title and interest in the leasehold in respect of Erf 10938, Tokoza Extension 2 Township, (previously Erf 267, Tokoza Extension 2), Registration Division IR, the Province of Pretoria-Witwatersrand-Vereeniging.

*Street address:* 10938 Tokoza Extension 2, measuring 260 square metres, held under Certificate of Registered Grant of Leasehold TL50838/1988 dated 28 November 1988.

*Zoning:* Residential.

*Special use or exemptions:* None.

The Judgment Creditor describes the improvements on the property, without any warranties, as follows:

*Main building:* Lounge, kitchen, three bedrooms and bathroom. *Outbuildings:* None.

1. *Terms*: 10% (ten per cent) of the purchase price in cash at the sale, the balance plus interest at 19% (nineteen per cent), payable to date of payment, against registration of transfer, to be secured by a bank or building society guarantee to be furnished within 30 (thirty) days from the date of sale.

2. Conditions of sale which will be read immediately prior to the sale, are lying for inspection at the offices of the Messenger of the Court.

Dated at Alberton on this 17th day of July 1995.

B. J. van der Walt & Schoeman, Plaintiff's Attorney, First Floor, Allied House, 36 The Boulevard, Alberton. (Tel. 907-2329, 907-2359.) (Ref. Miss D. Meyer.)

Case 9023/92

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

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Daniel Matthys Johannes Coetzer**, First Defendant, and **Leoni Coetzer**, Second Defendant

In pursuance of a judgment in the Court of the Magistrate, Alberton, dated 6 November 1992 and writ of execution dated 10 March 1995, the following property will be sold in execution on Wednesday, 16 August 1995 at 10:00, at the offices of the Sheriff of the Magistrate Court, Johriahof, Du Plessis Street, Alberton, to the highest bidder:

*Certain*: Erf 2038, Albertsdal Extension 7 Township, Registration Division IR, the Province of Pretoria-Witwatersrand-Vereeniging.

*Street address*: 8 Platberg Street, Albertsdal, Alberton, *measuring* 856 square metres, held by Deed of Transfer T6454/1991 dated 19 February 1991.

*Zoning*: Residential.

*Special use or exemptions*: None.

The Judgment Creditor describes the improvements on the property, without any warranties, as follows:

*Main Building*: Lounge, kitchen, three bedrooms, bathroom, dining-room and entrance hall. *Outbuildings*: Garage.

1. *Terms*: 10% (ten per cent) of the purchase price in cash at the sale, the balance plus interest at 17,25% (seventeen comma two five per cent), payable to date of payment, against registration of transfer, to be secured by a bank or building society guarantee to be furnished within 30 (thirty) days from the date of sale.

2. Conditions of sale, which will be read immediately prior to the sale, are lying for inspection at the offices of the Messenger of the Court.

Dated at Alberton on this 12th day of July 1995.

B. J. van der Walt & Schoeman, Plaintiff's Attorney, First Floor, Allied House, 36 The Boulevard, Alberton, (Tel. 907-2329, 907-2359.) (Ref. Miss D. Meyer.)

Case 30767/95

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 **Sladana Malkic**, Defendant

In execution of a judgment of the Magistrate's Court, Pretoria, in this suit, the undermentioned property will be sold by the Sheriff of the Court at 142 Struben Street, Pretoria, on 16 August 1995 at 10:00, to the highest bidder:

*Certain* Erf 608, situated in the Township of Clubview Extension 7, Registration Division JR, Transvaal, measuring 1 487 square metres, situated at 155 Mariana Street, Clubview, Verwoerdburg.

*Terms and conditions*:

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

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

*Description of property*: House, lounge, dining-room, study-room, kitchen, four bedrooms, two bathrooms, two w.c.'s, shower, entrance, laundry and TV-room. *Outbuildings*: Double garage, double carport, servant and w.c. *Other*: Paving and swimming-pool.

*Payment*: The purchase price shall be paid to 10% (ten per cent) 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 Edenpark, Plot 83, corner of Gerhard Street and Wes Avenue, Lyttelton Agricultural, Verwoerdburg.

Signed at Pretoria on this 21st day of July 1995.

Shapiro & De Meyer Inc., Third Floor, Shapiro Chambers, Bureau Lane, Pretoria. (Ref. C. Haffter/lf/N1622.)



Case 58329/94

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

In the matter between **Afrimosa Body Corporate**, Plaintiff, and **Mrs V. Potgieter**, Defendant

Pursuant to a judgment of the above Honourable Court and a writ of execution dated 27 October 1994, the property described hereunder will be sold by public auction to the highest bidder on 15 August 1995 at 10:00, at NG Sinodale Centre, 234 Visagie Street, Pretoria:

Unit 7 in the Sectional Title Scheme Afrimosa (Scheme 8), known as 107 Afrimosa, 66 Vos Street, Sunnyside, Pretoria (Building 8/1981), measuring 59 (fifty-nine) square metres.

The following particulars are furnished but not guaranteed:

This property is known as 107 Afrimosa, 66 Vos Street, Sunnyside, Pretoria, a sectional title unit comprising one and a half bedrooms, combined lounge and dining-room, kitchen and toilet.

The conditions of sale may be inspected at Messcor House, 30 Margaretha Street, Pretoria Central.

Dated at Pretoria on this 19th day of July 1995.

R. E. Megaw, Attorney for Plaintiff, 417 Savelkous Building, 256 Paul Kruger Street, Pretoria. (Tel. 323-1753/4.) (Ref. Megaw/mad/448/94.)

Case 1745/94

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

In the matter between **Fatima Booley**, Plaintiff, and **E. A. Louw**, Defendant

In pursuance of a judgment in the Magistrate's Court for the District of Pretoria held at Pretoria, and a warrant of execution dated 2 June 1995.

The right, title and interest of the property listed hereunder will be sold in execution on Tuesday, 15 August 1995 at 10:00, at NG Sinodale Centre, 234 Visagie Street, Pretoria, to the highest bidder:

Erf 3032, Eersterust Extension 4, known as 503 Blokkiesweg, Eersterust.

Terms strictly cash.

Dated at Pretoria on this 14th day of July 1995.

V. Pieri, for Adams & Adams, Plaintiff's Attorneys, Shorburg, 429 Church Street, Pretoria. (Ref. VP/ma/S1495/93.)

Case 4045/90

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

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Mandy Kate Heyns**, Defendant

In pursuance of a judgment in the Court of the Magistrate, Alberton, dated 21 January 1991 and writ of execution dated 7 December 1994, the following property will be sold in execution on Wednesday, 16 August 1995 at 10:00, at the offices of the Sheriff of the Magistrate Court, Johriahof, Du Plessis Street, Alberton, to the highest bidder, viz:

Certain Erf 162, Verwoerdpark Township, Registration Division IR, the Province of Pretoria-Witwatersrand-Vereeniging.

Street address: 10 Keurboom Street, Verwoerdpark, Alberton, measuring 991 square metres, held by Deed of Transfer T30376/1988 dated 1 August 1988.

Zoning: Residential.

Special use or exemptions: None.

The Judgment Creditor describes the improvements on the property, without any warranties, as follows: *Main building:* Lounge, kitchen, three bedrooms, two bathrooms, dining-room, family room, study and entrance hall. *Outbuildings:* Double garage and servant's room with toilet.

1. *Terms:* 10% (ten per cent) of the purchase price in cash at the sale, the balance plus interest at 20,75% (twenty comma seven five per cent), payable to date of payment, against registration of transfer, to be secured by a bank or building society guarantee to be furnished within 30 (thirty) days from the date of sale.

2. Conditions of sale, which will be read immediately prior to the sale, are lying for inspection at the offices of the Messenger of the Court.

Dated at Alberton on this 12th day of July 1995.

B. J. van der Walt & Schoeman, Plaintiff's Attorney, First Floor, Allied House, 36 The Boulevard, Alberton. (Tel. 907-2329; 907-2359.) (Ref. Miss D. Meyer.)

Case 120/93

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

In the matter between **Saambou Bank Limited**, Plaintiff, and **Jacobus Johannes de Lange**, Defendant

In pursuance of a judgment in the Court of the Magistrate, Alberton, dated 11 March 1993 and writ of execution dated 8 June 1995, the following property will be sold in execution on Wednesday, 16 August 1995 at 10:00, at the offices of the Sheriff of the Magistrate's Court, Johriahof, Du Plessis Street, Alberton, to the highest bidder, viz:

Certain Erf 120, Alberton Township, Registration Division IR, the Province of Pretoria-Witwatersrand-Vereeniging.

*Street address:* 65 Fourth Avenue, Alberton, measuring 991 square metres, held by Deed of Transfer T43872/1990 dated 12 November 1990.

*Zoning:* Residential.

*Special use or exemptions:* None.

The Judgment Creditor describes the improvements on the property, without any warranties, as follows: *Main building:* Lounge, kitchen, three bedrooms, two bathrooms and dining-room. *Outbuildings:* Single garage.

1. *Terms:* 10% (ten per cent) of the purchase price in cash at the sale, the balance plus interest at 19% (nineteen per cent), payable to date of payment, against registration of transfer, to be secured by a bank or building society guarantee to be furnished within 30 (thirty) days from the date of sale.

2. Conditions of sale, which will be read immediately prior to the sale, are lying for inspection at the offices of the Messenger of the Court.

Dated at Alberton on this 12th day of July 1995.

B. J. van der Walt & Schoeman, Plaintiff's Attorney, First Floor, Allied House, 36 The Boulevard, Alberton. (Tel. 907-2329; 907-2359.) (Ref. Miss D. Meyer.)

---

**Case 31154/95**

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

In the matter between **NBS Bank Limited** (Reg. 87/01384/06), Plaintiff, and **Terance Carl Jacobs**, First Defendant, and **Portia Maxine Jacobs**, Second Defendant

In execution of a judgment of the Magistrate's Court, Pretoria, in this suit, the undermentioned property will be sold by the Sheriff of the Court at 142 Struben Street, Pretoria, on 16 August 1995 at 10:00, to the highest bidder:

Certain Erf 5, situated in the Township of The Reeds Extension 6, Registration Division JR, Transvaal, measuring 1 022 square metres, situated at 1 Frans Street, The Reeds Extension 6, Verwoerdburg.

*Terms and conditions:*

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

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

*Description of property:* House, lounge, kitchen, three bedrooms, bathroom and w.c. *Outbuildings:* Single carport and w.c. *Other:* Paving, concrete walls, patio and courtyard.

*Payment:* The purchase price shall be paid to 10% (ten per cent) 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 Edenpark, Plot 83, corner of Gerhard Street and Wes Avenue, Lyttelton Agricultural, Verwoerdburg.

Signed at Pretoria on this 21st day of July 1995.

Shapiro & De Meyer Inc., Third Floor, Shapiro Chambers, Bureau Lane, Pretoria. (Ref. C. Haffter/lf/N1624.)

---

**Case 68088/94**

**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 **Adam Hewie**, First Defendant, and **Theresa Hewie**, Second Defendant

In execution of a judgment of the Magistrate's Court, Pretoria, in this suit, the undermentioned property will be sold by the Sheriff of the Court at 142 Struben Street, Pretoria, on 16 August 1995 at 10:00, to the highest bidder:

Certain Erf 1345, situated in the Township of The Reeds Extension 5, Registration Division JR, Transvaal, measuring 1 144 square metres, situated at 45 Markotter Street, The Reeds Extension 5, Verwoerdburg.

*Terms and conditions:*

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

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

*Description of property:* House, lounge, dining-room, kitchen, two bedrooms, one and a half bathrooms, two w.c.'s and shower. *Other:* Paving and concrete walls.

*Payment:* The purchase price shall be paid to 10% (ten per cent) 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 Edenpark, Plot 83, corner of Gerhard Street and Wes Avenue, Lyttelton Agricultural, Verwoerdburg.

Signed at Pretoria on this 21st day of July 1995.

Shapiro & De Meyer Inc., Third Floor, Shapiro Chambers, Bureau Lane, Pretoria. (Ref. C. Haffter/lf/N1337.)

Saak 8455/95

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

In die saak tussen **Saambou Bank Beperk**, Eiser, en **Alma Louw**, Verweerderes

Kennis word hiermee gegee dat ingevolge 'n uitspraak van die Hooggeregshof van Suid-Afrika (Transvaalse Provinsiale Afdeling) in bogemelde saak, op 7 Junie 1995 en ter uitvoering van 'n lasbrief tot uitwinning sal die Balju, Randburg, op 15 Augustus 1995 om 10:00, te Elna Randhof 9, hoek van Selkirklaan en Blairgowrielyaan, Blairgowrie, Randburg, verkoop:

Sekere Gedeelte 8, van Erf 694, Bromhof-uitbreiding 38-dorpsgebied, Registrasieafdeling IQ, Transvaal, beter bekend as Boskraai Close 6, Bromhof-uitbreiding 38, groot 672 (seshonderd twee-en-sewentig) vierkante meter.

Die eiendom is verbeter en bestaan uit 'n woonhuis bestaande uit twee slaapkamers, badkamer/stort, motorafdak, patio, oopplan kombuis, sitkamer en eetkamer.

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 Elna Randhof 9, Selkirklaan en Blairgowrielyaan, Blairgowrie, Randburg.

Dyason, Prokureurs vir Eiser, Leopont, Kerkstraat-Oos 451, Pretoria. (Tel. 322-8600.) [Verw. T. du Plessis/AN (FF0457).]

Saak 8859/95

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

In die saak tussen **Eerste Nasionale Bank van Suidelike Afrika Beperk**, Eiser, en **Anna Katharina Pelser**, Verweerder

Geliewe kennis te neem dat in opvolging van 'n vonnis in bogemelde aksie toegestaan op 29 Mei 1995, sal die ondergemelde onroerende eiendom, geregistreer in die naam van die Verweerder, sonder 'n reserweprys deur die Balju in eksekusie verkoop word op 15 Augustus 1995 om 10:00:

Deel 3, soos getoon en vollediger beskryf op Deelplan SS35/86 in die skema bekend as Quinnsentrum, ten opsigte van die grond en gebou of geboue geleë te Erf 729, Gezina-dorpsgebied, in die Plaaslike Bestuur Stadsraad Pretoria van welke deel die vloeroppervlakte, volgens genoemde deelplan 73 (drie-en-sewentig) vierkante meter groot is; en

'n onverdeelde aandeel in die gemeenskaplike eiendom in die skema aan genoemde deel toegedeel ooreenkomstig die deelnemingskwota soos op genoemde deelplan aangeteken gehou kragtens Akte van Transport ST58462/94.

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

*Verbeterings:* Die volgende verbeterings is op die eiendom aangebring, alhoewel geen waarborg daartoe verskaf word nie: 'n Gepleisterde baksteenwoonstel bestaande uit sitkamer, kombuis, twee slaapkamers en badkamer met toilet. Gesoneer vir woondoeleindes.

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

Gedateer te Pretoria op hierdie 18de dag van Julie 1995.

D. Pieterse, vir Rooth & Wessels, Eerste Nasionale Bankgebou, Tweede Verdieping, Kerkplein, Pretoria. (Tel. 325-2940.) (Verw. D. Pieterse/F15085/W. Spray.)

Saak 280/95

IN DIE LANDDROSHOF VIR DIE DISTRIK NELSPRUIT GEHOU TE NELSPRUIT

In die saak tussen **Laeveld Koöperasie Bpk.**, Eksekusieskuldeiser, en **Daan Swart Landgoed BK**, Eksekusieskuldenaar

Ten uitvoering van 'n vonnis en 'n lasbrief vir eksekusie uitgereik in bogemelde Hof op 6 Maart 1995, sal die onderstaande eiendom geregtelik verkoop word te Landdroshof, Nelspruit, op 18 Augustus 1995 om 10:00, of so spoedig moontlik daarna, naamlik:

Gedeelte 6 van die plaas Schagen 273, Registrasieafdeling JT, Transvaal, grootte 37,9931 hektaar (drie sewe komma nege nege drie een) (51,2614 hektaar), onderworpe aan die voorwaardes vermeld in die titelakte van voormelde eiendom kragtens Akte van Transport T19924/84; en

Gedeelte 63 van die plaas Schagen 273, Registrasieafdeling JT, Transvaal, grootte 13,2683 hektaar (een drie komma twee ses agt drie), onderworpe aan die voorwaardes vermeld in die titelakte van voormelde eiendom kragtens Akte van Transport T6774/95.

Die eiendom sal sonder reserwe en onderworpe aan die terme en voorwaardes van die Landdroshofwet, en reëls aan die hoogste bieder verkoop word.



*Die koopprys is as volg betaalbaar, synde:*

1. 10% (tien persent) van die koopsom in kontant op die dag van verkoping aan die Balju van die Landdroshof.
2. Die balans plus rente by wyse van 'n bank- of bougenootskapwaarborg betaalbaar teen registrasie van die eiendom in die naam van die koper en waarvoor waarborge gelewer moet word binne veertien (14) dae vanaf datum van verkoping.

Die verkoping geskied voetstoots en die voorwaardes van verkoping sal gedurende kantoorure by die Balju van die Landdroshof, Nelspruit, ter insae lê.

Geteken te Nelspruit op hede hierdie 24ste dag van Julie 1995.

Du Toit & Smuts, Du Toit en Smutsgebou, Andersonstraat 21B, Nelspruit. (Verw. Du Toit/hj/LTK3/L22/94.)

Saak 24855/94

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

In die saak tussen **Saambou Bank Beperk** (Reg. No. 87/05437/06), Eiser, en **Cornelius Johannes van der Westhuizen**, Verweerder

Neem kennis dat die ondervermelde onroerende eiendom in eksekusie verkoop sal word op 15 Augustus 1995 om 10:00, by die kantore van die Balju, Pretoria-Sentraal, NG Sinodale-sentrum, Visagiestraat 234, Pretoria, ter voldoening aan die vonnis wat die Eiser in bogemelde aangeleentheid verkry het op 4 April 1995, welke verkoping in eksekusie onderhewig sal wees aan die verkoopvoorwaardes wat ter insae lê by die Balju, Pretoria-Sentraal, NG Sinodale-sentrum, Visagiestraat 234, Pretoria:

Hertzogstraat 1130, Villieria, 0186, met aktebeskrywing:

Gedeelte 7 van Erf 1981, geleë in die dorpsgebied Villieria, Registrasieafdeling JR, Transvaal, groot 998 (nege nege agt) vierkante meter, gehou kragtens Akte van Transport T57534/84, en verbind ten gunste van die Eiser onder Verbandaktes B70165/84, B7202/85, B2270/86, B64396/86, B53329/88, B18971/90, B75941/90, B47960/91, B16291/92 en B21982/93.

Die eiendom bestaan uit drie slaapkamers, sitkamer, eetkamer, kombuis, badkamer/stort, badkamer/w.k., twee motorhuise en bediendekamer.

Die eiendom sal verkoop word sonder 'n reserwe, maar onderhewig aan die bepalinge van Reël 46 van die Hooggeregshofwet, No. 59 van 1959, soos gewysig, aan die hoogste bieder en onderhewig aan die terme en voorwaardes van die Wet en reëls daaronder uitgevaardig, asook die terme van die titelakte waar dit van toepassing is.

*Die koopprys sal soos volg wees:*

'n Deposito van 10% (tien persent) van die koopprys in kontant op die dag van die verkoping betaalbaar aan die Balju en die balans op datum van registrasie van die transport verseker te word deur 'n waarborg van die bank of bougenootskap wat deur die Eiser se prokureurs goedgekeur is, die waarborg aan die Balju binne 30 dae na die datum van die verkoping verstrek te word. Indien die transport van die eiendom nie binne een maand na die verkoping geregistreer is nie, sal die koper aanspreeklik wees vir die betaling van rente aan die Eiser teen 17,75% (sewentien komma sewe vyf persent) per jaar, en aan die verbandhouer teen 17,75% (sewentien komma sewe vyf persent) per jaar, op die onderskeie bedrae van die toekenning aan die Eiser en die verbandhouer in die distribusieplan, vanaf die verloop van een maand na die verkoping tot datum van transport.

Die verkoopvoorwaardes sal beskikbaar wees vir insae te die Balju, Pretoria-Sentraal, NG Sinodale-sentrum, Visagiestraat 234, Pretoria.

Geteken te Pretoria op hede die 20ste dag van Junie 1995.

Wilsenach, Van Wyk, Goosen & Bekker Ing., Prokureurs vir Eiser, Sanlamsentrum 1115, Andriesstraat 252, Pretoria. (Tel. 322-6951.) (Verw. W. J. Lubbe/LBT/61/644/9.)

Case 05274/94  
PH 27

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

In the matter between **First National Mortgages Nominees (Proprietary) Limited**, Plaintiff, and **Ferrar Investments CC**, First Defendant, **Van Niekerk, Baltus Johannes**, Second Defendant, **Van Niekerk, Johannes Hendrik**, Third Defendant, **Van Niekerk, Schalk Willem**, Fourth Defendant and **Venter, Marliese**, Fifth Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without a reserve price subject to the Plaintiff's approval, will be held at the Salesrooms of the Sheriff, 56 12th Street, Springs, on Friday, 11 August 1995 at 11:00, of the undermentioned property of the Defendants on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection, prior to the sale, at the offices of the Sheriff:

Certain Erf 1263, Strubenvale Township, Registration Division IR, Transvaal, also known as 19 Madeley Road, Strubenvale, Springs, measuring 4 473 (four thousand four hundred and seventy-three) square metres.

*Improvements consisting of the following:*

1. A brick and iron office block, approximately 66 square metres, consist of five offices with toilets;
2. a carport for six cars;
3. a brick and iron factory, approximately 360 square metres;
4. a brick and iron building, approximately 30 square metres and toilets;
5. a workshop of I.B.R. sheeting and steel, approximately 350 square metres;
6. two adjacent store-rooms brick and iron, approximately 200 square metres.

**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 guarantees to be furnished within 14 (fourteen) days from the date of sale.

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

Dated at Johannesburg on this the 14th day of July 1995.

Frank Botha, Plaintiff's Attorneys, 137 Jan Smuts Avenue, Parkwood, Johannesburg. (Tel. 880-3241.) (Ref. F. Botha/vt/1540.)

Case 9116/94

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

In the matter between **NBS Bank Limited**, Plaintiff, and **Crowhurst, Paul Andrew**, First Defendant, **Crowhurst, Cordula Christina**, Second Defendant, and **Froelich, Lars Peter**, Third Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale in execution without a reserve price will take place at the offices of the Sheriff, Halfway House, Alexandra, at Block D, First Floor, Lochner Park, corner of Richards Drive and Suttie Street, Halfway House, on 16 August 1995 at 14:30, of Portion 3 of Erf 110, Buccleuch Township, Registration Division IR, Transvaal, on the conditions to be read out by the auctioneer at the time of the sale and which conditions may be inspected at the offices of the Sheriff of the Court at Block D, First Floor, Lochner Park, corner of Richards Drive and Suttie Street, Halfway House, prior to the sale:

The property consist of Portion 3 of Erf 110, Buccleuch Township, Registration Division IR, Transvaal, measuring 1 487 (one thousand four hundred and eighty-seven) square metres, held under Deed of Transfer T39484/1992, which property is owned by the Defendants. The property is situated at 9B Argyle Street, Buccleuch.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: Residential property with usual outbuildings.

**Terms:** Ten per cent (10%) of the purchase price and the auctioneer's charges in cash on the date of the sale, the balance against transfer to be secured by a bank or building society guarantee, to be approved by Plaintiff's attorneys, to be furnished within fourteen (14) days after the date of the sale. The purchase price shall be subject to the VAT thereon being paid by the purchaser.

Dated during 1995.

Sampson Okes Higgins Chapman Inc., Plaintiff's Attorneys, Second Floor, Digital House, Norwich Park, Park Lane and Fifth Street, Sandton. (Ref. Ms V. Harwood/hb/N412.)

Case 12098/95

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

In the matter between **First National Bank of Southern Africa Limited**, Plaintiff, and **Van Eeden, Roy Frederick**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned action, a sale without reserve will be held at the Offices of the Deputy Sheriff of the Supreme Court, 22B Ockerse Street, Krugersdorp, on 16 August 1995 at 10:00, of the undermentioned property of the Defendant, on conditions to be read out by the auctioneer at the offices of the Sheriff, 2B Ockerse Street, Krugersdorp, prior to the sale:

A unit consisting of—

(a) section 14 as shown and more fully described on Sectional Plan SS20/1986 in the scheme known as Rembrandt Villas in respect of the land and building or buildings situated at Rant-en-Dal Extension 1 Township, Local Authority of Krugersdorp, of which the floor area, according to the said sectional plan is 83 m<sup>2</sup> in extent; and

(b) an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quote as endorsed on the said sectional plan, held under Deed of Transfer T14735/1993.

Unfortunately, due to circumstances beyond the control of the Plaintiff, it has not been possible for the Plaintiff to obtain any information relative to the property and any improvements thereon.

**Terms:**

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

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

2.1 5% (five per centum) of the proceeds of the sale up to a price of R20 000 (twenty thousand rand) and thereafter 3% (three per centum) up to a maximum fee of R6 000 (six thousand rand).

2.2 Minimum charges are R200 (two hundred rand).

Dated at Johannesburg this 13th day of July 1995.

T. D. Brenner, for Levy, Feintains & Associates Inc., Attorneys for Plaintiff, Ninth Floor, The Atrium, 41 Stanley Avenue, Milpark, Johannesburg. (Tel. 482-1735.) (Fax. 726-8503.) (Ref. R. le Roux/11851.)

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF RANDBURG HELD AT RANDBURG

In the matter between **Rubenstein Finance Company (Pty) Limited**, Plaintiff, and **Walter Ernst Schafers**, First Defendant, and **Karla Schafers**, Second Defendant

In pursuance of a judgment in the above Honourable Court and a warrant of execution, the property listed hereunder will be sold in execution on Thursday, 17 August 1995 at 10:00, on the steps in front of the Randburg Magistrate's Court, corner of Jan Smuts Avenue and Selkirk Road, Randburg, to the highest bidder:

Erf 4596, Bryanston Township, Registration Division IR, Transvaal, measuring 1,6550 hectares, Province of Pretoria-Witwatersrand-Vereeniging, held by Deed of Transfer T11952/1981.

*Physical address:* 697 Curzon Road, Bryanston, Sandton.

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

*Main building:* Single storey, brick walls and painted plaster, tiled roof, lounge, dining-room, kitchen, four bedrooms, study, family room, laundry, pantry, storeroom and two bathrooms.

*Additional features:* Fitted carpets, fenced and walled, swimming-pool, tennis court, double garage, servants' quarters and bathroom.

*The material terms of the sale are:*

1. The sale will be held by public auction and without reserve and will be voetstoots.
2. Immediately after the sale, the purchaser shall sign the conditions of sale which can be inspected at the Sheriff of the Magistrates' Courts Office, Sandton.
3. The purchaser shall pay all amounts necessary to obtain transfer of the property, including all costs of transfer, transfer duty, rates, taxes, licences, sanitary fees, interest and Value Added Tax.
4. The purchase price shall be paid as to a deposit of 10% (ten per cent) thereof, together with the auction charges of the Sheriff of the Magistrate's Court and Value Added Tax (if applicable), both immediately after the sale, in cash or bank-guaranteed cheque, and the unpaid balance of the purchase price together with interest at the rate of 21,75% (twenty one point seven five per cent) per annum subject to variation in terms of the rates charged by the Plaintiff from time to time from the date of sale to date of payment, on the preferent creditor's claims to be paid or secured by an approved bank or building society guarantee within 14 (fourteen) days from date of sale.
5. The property shall be sold subject to any existing tenancy.
6. Failing compliance with the provisions of the conditions of sale, the purchaser shall forfeit, for the benefit of the Plaintiff, the deposit referred to in 4. above, without prejudice to any claim against him for damages, alternatively to enforce the sale.

Signed at Sandton on this the 10th day of July 1995.

Hertzberg-Margolis (Sandton), Fourth Floor, Twin Towers East, Sandton City, 2199; P.O. Box 784740, Sandton, 2146. (Tel. 883-2710.) (Ref. H. Anderson.)

Case 106984/93

PH 125

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

In the matter between **Independent Financial Services**, Execution Creditor, and **Maurice Dlamini**, Execution Debtor

In pursuance of a judgement granted in the Magistrate's Court and a warrant of execution dated 19 October 1994 issued by the Court at Johannesburg the following property will be sold in execution by the Sheriff of the Court, in front of the Johannesburg Magistrate's Court House, Fox Street Entrance, Johannesburg, to the highest bidder on 11 August 1995 at 10:00:

*Certain:* Unit 30, 81 Catalina Gardens, 10 Hadfield Road, Berea, Johannesburg, situated in Berea, Johannesburg, measuring 106 square metres (known as Unit 30, Catalina Gardens).

*Conditions of sale:*

1. The property shall be sold without reserve and to the highest bidder and shall be subject to the terms and conditions of the Magistrate's Court and the rules made thereunder and of the title deeds, insofar as these are applicable.
2. *Terms:* The purchase price shall be paid as to 10% (ten per cent) thereof on the day of the sale to the Sheriff of the Court and the unpaid balance thereof together with interest thereon from date of sale to date of registration of transfer at the rate of 15,5% (fifteen comma five per cent) per annum, shall within 30 (thirty) days be paid or secured by a bank or building society guarantee.
3. *Conditions:* The full conditions of the sale may be inspected in the office of the Sheriff of the Court.

Dated at Johannesburg on this 14th day of July 1995.

Steven Altman Attorneys, Plaintiff's Attorneys. (Tel. 453-3632.) (Ref. D. Bertasso/GL.); c/o Attorney Norman Barling, Third Floor, Aloe Grove, Grove City, 196 Louis Botha Avenue, Houghton Estates, Johannesburg. (Tel. 483-2565.) (A16 DX 7 Edenvale) (Ref. AM/NB.)



Case 10834/94  
PH 376IN THE SUPREME COURT OF SOUTH AFRICA  
(Witwatersrand Local Division)

In the matter between **N.B.S. Bank Limited**, Plaintiff, and **Chilimigras, John Arthur**, First Defendant, and  
**Chilimigras, Dorothea**, Second Defendant

In pursuance of a judgment in the above Honourable Court and a warrant of execution, the property listed hereunder will be sold in execution on Wednesday, 16 August 1995 at 14:30, at First Floor, Block D, Lochner Park, corner of Richards Drive and Suttie Street, Halfway House, to the highest bidder:

Erf 408, Sunninghill Extension 2 Township, Registration Division IR, Transvaal, measuring 1 504 square metres, held by Deed of Transfer T11040/1992. *Physical address:* 29 Lingerett Avenue, Sunninghill Extension 2.

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

*Main building:* Split-level, brick and painted plaster walls, I.B.R. and waterproofing, fitted carpets and tiles, lounge and dining-room, kitchen, two bedrooms, two bathrooms, shower, three w.c's, entrance hall, family room, dressing-room and guest cloakroom. *Additional features:* Servants' quarters, w.c's plus bath, two carports, fenced with gates, brick driveway and terraces.

The material terms of the sale are:

1. The sale will be held by public auction and without reserve and will be voetstoots.
2. Immediately after the sale, the purchaser shall sign the conditions of sale which can be inspected at the Sheriff of the Supreme Court's Offices, Halfway House.
3. The purchaser shall pay all amounts necessary to obtain transfer of the property, including all costs of transfer, transfer duty, rates, taxes, licences, sanitary fees, interest and Value-Added Tax.
4. The purchase price shall be paid as to a deposit of 10% (ten per cent) thereof, together with the auction charges of the Sheriff of the Supreme court and Value-Added Tax (if applicable), both immediately after the sale, in cash or bank-guaranteed cheque, and the unpaid balance of the purchase price together with interest at the rate of 19,25% (nineteen comma two five per cent) per annum subject to variation in terms of the rates charged by the Plaintiff from time to time from the date of sale to date of payment, on the preferent creditor's claims to be paid or secured by an approved bank or building society guarantee within 14 (fourteen) days from date of sale.
5. The property shall be sold subject to any existing tenancy.
6. Failing compliance with the provisions of the conditions of sale, the purchaser shall forfeit, for the benefit of the Plaintiff, the deposit referred to in 4. above, without prejudice to any claim against him for damages, alternatively to enforce the sale.

Signed at Sandton on this the 28th day of June 1995.

Hertzberg-Margolis (Sandton), Fourt Floor, Twin Towers East, Sandton City, 2199; P.O. Box 784740, Sandton, 2146; c/o Hertzberg-Margolis, Third Floor, 30 Ameshoff Street, Braamfontein; Docex 58, Randburg. (Tel. 883-2710.) (Ref. W. Fullard.)

Case 8416/94  
PH 128IN THE SUPREME COURT OF SOUTH AFRICA  
(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (United Bank Division), Plaintiff, and **Portion 7 of Erf 40 Kelvin CC** (CK89/35008/23), First Defendant, and **Gama, Ndabazewe Paulos**, Identity Number 159987935, Second Defendant

In execution of a judgment of the Surpeme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held on the steps of the main entrance at 2 Northview, 45 Richards Drive, Halfway House, Midrand, on Wednesday, 16 August 1995 at 14:30, of the undermentioned property of the Defendant on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection at the offices of the Sheriff for the Supreme Court, Halfway House at First Floor, Block D, Lochner Park, corner of Richard Drive and Suttie Street, Halfway House, Midrand, prior to the sale:

Portion 7 of Erf 40, Kelvin Township, Registration Division IR, Transvaal, being 71 Sunnyway, Kelvin, measuring 1 983 square metres.

*Use Zone:* Residential 1.

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

Entrance hall, lounge, dining-room, family room, study, four bedrooms, two bathrooms and shower, sauna, two kitchens, scullery, pantry, sunroom, bar and jaccuzi, double garage, car-port, servants quarters, bathroom/w.c. and swimming-pool.

*Terms:* 10% (ten per cent) of the purchase price in cash on the day of the sale, the balance payable against registration of transfer, to be secured by a bank or building society or other acceptable guarantee to be furnished within 14 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 the 13th day of June 1995.

Bowman Gilfillan Hayman Godfrey Inc., Plaintiff's Attorneys, 12th Floor, JCI House, 28 Harrison Street, Johannesburg. (Tel. 836-2811.) (Ref. P. M. Carter on GGLIT 527929.)

Case 3022/95

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

In the matter between **ABSA Bank Limited**, Plaintiff, and **Viljoen, Gert Julius**, First Defendant, and  
**Viljoen, Catharina Johanna**, Second Defendant

A sale without reserve will be held at the office of the Sheriff of the Court, Germiston North, at Fourth Floor, Standard Chambers, President Street, Germiston, on Thursday, 17 August 1995 at 10:00, of the undermentioned immovable property of the Defendants, on the conditions, which may be inspected at the office of the Sheriff of the Court, Germiston North:

Erf 271, Harmelia Extension 1 Township, Registration Division IR, Transvaal, measuring 1 034 square metres, held by the Defendants under Deed of Transfer T1819/1985, being 10 Stanlorn Street, Harmelia Extension 1, Germiston, and consisting of entrance hall, lounge, dining-room, family room, four bedrooms, bathroom/w.c., study, kitchen, staff room/w.c. Improvements described hereunder are not guaranteed.

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

Dated at Johannesburg on this 12th day of July 1995.

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

Case 18852/93

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

In the matter between **Zeda Car Rental (Pty) Limited**, trading as **Avis Rent A Car**, Plaintiff, and **D. G. Masters**, Defendant

In pursuance of a judgment in the above Honourable Court and a warrant of execution, the property listed hereunder will be sold in execution on Thursday, 17 August 1995 at 10:00, on the steps in front of the Magistrate's Court, corner of Jan Smuts Avenue and Selkirk Road, Randburg, to the highest bidder:

Erf 27, Riverclub Township, Registration Division IR, The Greater Johannesburg Metropolitan Transitional Council, Sandton, held by Deed of Transfer T82996/1988.

**Physical address:** 27 Cyprus Walk, Riverclub, Sandton.

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

**Main building:** Single storey, brick walls, tiled roof, lounge, dining-room, kitchen, three bedrooms, laundry, two bathrooms and double garage.

Signed at Randburg on this the 17th day of July 1995.

Blakes, Plaintiff's Attorneys, First Floor, Eva Park, Block C, corner of D. F. Malan Drive and Judges Avenue, Cresta, 2194. (DX 497 Johannesburg) (Fax 476-7506.) (Tel. 476-5792.) (Ref. Mr Smit/mb/PB 0030.)

Case 19895/94

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

In the matter between **NBS Bank Limited**, Plaintiff, and **Nkabinde, Nkosana Cyril**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale in execution without a reserve price will take place at the office of the Sheriff, Halfway House/Alexandra, at Block D, First Floor, Lochner Park, corner of Richards Drive and Suttie Street, Halfway House, on 16 August 1995 at 14:30, of the above-mentioned Defendant's property, on the conditions to be read out by the auctioneer at the time of the sale and which conditions may be inspected at the offices of the Sheriff of the Court at Block D, First Floor, Lochner Park, corner of Richards Drive and Suttie Street, Halfway House, prior to sale.

The property consist of:

1.1 No. 13 as shown and more fully described on Sectional Plan SS251/91 in the scheme known as Noon's Place in respect of the land and building or buildings situated in the Township of Buccleuch in the local authority of Sandton Town Council, of which the floor area, according to the Sectional Plan is 63 (sixty-three) square metres in extent.

1.2 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 held by Deed of Transfer ST28843/93.

2. An exclusive use are described as Carport No. C13 measuring 12 (twelve) square metres being part of the common property, comprising the land and building or buildings situated in the Township of Buccleuch in the local authority of Sandton, as shown and more fully described on Notarial Deed of Cession of exclusive Use Area No. SK2800/93S.

3. An exclusive use area described as Balcony No. B5 measuring 12 (twelve) square metres being part of the common property, comprising the land and building or buildings situate in the Township of Buccleuch in the local authority of Sandton, as shown and more fully described on Notarial Deed of Cession of Exclusive Use Area SK2800/93S, which property is owned by the Defendant.

The property is situated at 13 Noons Place, 68 Fife Street, Buccleuch.

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

Residential property with usual outbuildings.

*Terms:* 10% (ten per cent) of the purchase price and the auctioneer's charges in cash on the date of the sale, the balance against transfer to be secured by a bank or building society guarantee, to be approved by Plaintiff's attorney, to be furnished within 14 (fourteen) days after the date of sale. The purchase price shall be subject to the VAT thereon being paid by the purchaser.

Dated during 1995.

Sampson Okes Higgins Chapman Inc., Plaintiff's Attorneys, Second Floor, Digital House, Norwich Park, Park Lane and Fifth Street, Sandton. (Ref. Ms V. Harwood/hb/N495.); c/o Kallmeyer & Strime, Second Floor, Entrance 3, Sanlam Arena, corner of Cradock Avenue and Bolton Road, Rosebank. (Ref. Ms J. Zaidel.)

Case 6016/95

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

In the matter between **First National Bank of South Africa Limited**, Plaintiff, and **Elizabeth Emmarentia Thomas**, Defendant

In execution of a judgement of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale will be held at the Salesrooms of the Sheriff, Johannesburg East, on 24 August 1995 at 10:00, in respect of the undermentioned property of the Defendant on the conditions to be read out by the Auctioneer at the time of the sale and which conditions may be inspected at the offices of the Deputy Sheriff, Johannesburg East, prior to the sale.

The property will be sold to the highest bidder and the sale shall be sold for Rands and no bid for less than R10,00 (ten rand) shall be accepted.

The property is Section 9, Daffield Mansions, 16 Yeo Street, situated at Yeoville Township in the Local Authority of Johannesburg, Registration Division IQ, Transvaal, measuring 78 (seventy-eight) square metres, held under and by Deed of Transfer T19865/94.

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

Housing consisting of bedroom, kitchen, lounge, dining-room, bathroom, toilet, balcony and adjoining garage.

*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 bank or building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale. Auctioneers charges, payable on the day of sale to be calculated as follows:

5% (five per centum) on the proceeds of the sale up to a price of R20 000 (twenty thousand rand) and thereafter 3% (three per centum) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R100 (one hundred rand).

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

Michael Allan Goldberg, Plaintiff's Attorney, Rillo Place, 119 Seventh Avenue, corner of Louis Botha Avenue, Highlands North. (Tel. 885-2680.) (Fax. 885-2683.) (Ref. MG/AH/F167.)

Saak 504/95

IN DIE LANDDROSHOF VIR DIE DISTRIK NIGEL GEHOU TE NIGEL

In die saak tussen **Stadsraad van Nigel**, Eiser, en **M. J. Nkosi**, Verweerder

Ter uitwinning van 'n vonnis van die Landdroshof vir die distrik Nigel, gehou te Nigel in bogemelde saak, sal 'n verkoping deur die Geregsbode van Nigel, gehou word by die hoofingang van die Landdroskantoor, Kerkstraat, Nigel, op Vrydag, 8 September 1995 om 09:00, van die ondervermelde eiendom van die Verweerder op die voorwaardes wat deur die vendusieafslaer gelees sal word, ten tye van die verkoping, en welke voorwaardes by die kantore van die Geregsbode, Kerkstraat, Nigel, voor die verkoping ter insae sal lê:

Sekere Erf 350, geleë in die dorpsgebied van Sharonpark, Registrasieafdeling IR, Transvaal, groot 1 459 vierkante meter, geleë te Karel Roodstraat 17, Sharonpark, Nigel, gehou onder Akte van Transport T99408/93.

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

Leë en onontwikkelde perseël.

*Terme:* 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 bank- of bougenootskap- of ander aanneembare waarborg binne (14) dae na datum van verkoping aan die geregsbode verskaf word.

Aldus gedoen en geteken te Nigel op hierdie 17de dag van Julie 1995.

L. Etsebeth, vir Lockett, Etsebeth, Liebenberg & Van Huyssteen, Plesamgebou, Tweede Laan, Posbus 99, Nigel, 1490. (Verw. mej. V. Rooyen 1T2558.)



Saak 2270/94

## IN DIE LANDDROSHOF VIR DIE DISTRIK NIGEL GEHOU TE NIGEL

In die saak tussen **Stadsraad van Nigel**, Eiser, en **G. J. Perez**, Verweerder

Ter uitwinning van 'n vonnis van die Landdroshof vir die distrik Nigel, gehou te Nigel, in bogemelde saak, sal 'n verkoping deur die Geregsbode van Nigel, gehou word by die hoofingang van die Landdroskantoor, Kerkstraat, Nigel, op Vrydag, 8 September 1995 om 09:00, van die ondervermelde eiendom van die Verweerder op die voorwaardes wat deur die Vendusieafslaer gelees sal word, ten tye van die verkoping, en welke voorwaardes by die kantore van die Geregsbode, Kerkstraat, Nigel, voor die verkoping ter insae sal lê:

Sekere Erf 177, geleë in die dorpsgebied Sharonpark, Registrasieafdeling IR, Transvaal, groot 2 064 vierkante meter, geleë te Maitlandlaan 24, Sharonpark, Nigel, gehou onder Akte van Transport T30578/83.

Die volgende inligting word verskaf, alhoewel geen waarborg in verband daarmee gegee kan word nie: Leë en onontwikkelde perseel.

**Terme:** Tien persent (10%) van die koopprys en afslagersgelde in kontant op die dag van die verkoping en die balans teen registrasie van transport.

Ten opsigte van die balans moet 'n bank- of bougenootskap of ander aanneembare waarborg binne 14 dae na datum van verkoping aan die Geregsbode verskaf word.

Aldus gedoen en geteken te Nigel op hierdie 14de dag van Julie 1995.

L. Etsebeth, vir Lockett, Etsebeth, Liebenberg & Van Huyssteen, Plesamgebou, Tweede Laan, Posbus 99, Nigel, 1490. (Verw. mev. V. Rooyen 1T2556.)

Case 2149/93

## IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **Sipho Eliza Mabuza**, Plaintiff, and **G. L. Leech**, 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 at the entrance of the Magistrate's Court at Jan van Riebeeck Street, Ermelo, on Thursday, 17 August 1995 at 10:00, of the undermentioned immovable property of the Defendant on the conditions which conditions will lie for inspection, prior to the sale, at the offices of the Sheriff, at G. F. Botha and Van Dyk Building, corner of Kerk and Joubert Streets, Ermelo:

One half share of the right, title and interest in and to Erf 77, Amsterdam Township, Registration Division IT, Transvaal, corresponding to 38 Melville Street, Amsterdam, the property being registered in the names of both Edward Petro Leech and George Lionel Leech, held under Deed of Transfer T106713/1992, measuring 2 855 square metres.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The property consists of a vacant erf.

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

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

Dated at Pretoria on this 20th day of July 1995.

Friedland Hart & Partners, Attorneys for Plaintiff, 201 Van der Stel Building, 179 Pretorius Street, Pretoria. [Tel. (012) 326-3331/8.] (Ref. Mr Painter/wt/AX231.)

Saak 2149/93

## IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **Sipho Eliza Mabuza**, Eiser, en **G. L. Leech**, Verweerder

Ter uitwinning van 'n vonnis van die Hooggeregshof van Suid-Afrika (Transvaalse Provinsiale Afdeling) in bogemelde saak, sal 'n verkoping sonder 'n reserweprys gehou word voor die kantoor van die Landdroshof te Jan van Riebeeckstraat, Ermelo, op Donderdag, 17 Augustus 1995 om 10:00, van die ondervermelde eiendom van die Verweerder wat deur die Balju gelees sal word ten tye van die verkoping en welke voorwaardes by die kantore van die Balju van die Hooggeregshof, Ermelo, te G. F. Botha en Van Dykgebou, hoek van Kerk- en Joubertstraat, Ermelo, voor die verkoping ter insae sal lê:

Sekere een halwe aandeel in die reg, titel en belang van Erf 77, in die dorpsgebied Amsterdam, Registrasieafdeling IT, Transvaal, ooreenstemmend met Melvillestraat 38, Amsterdam (onbeboude erf), groot 2 855 vierkante meter, gehou deur Akte van Transport T106713/1992.

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

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

Gedateer te Pretoria hierdie 20ste dag van Julie 1995.

Friedland Hart & Vennote, Eiser se Prokureurs, Van der Stelgebou, Pretoriusstraat 179, Pretoria. (Verw. mnr. Painter/WT/AX 231.)

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

In the matter between **Sipho Eliza Mabuza**, Plaintiff, and **G. L. Leech**, 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 at the entrance of the Magistrate's Court, at Jan van Riebeeck Street, Ermelo, on Thursday, 17 August 1995 at 10:00, of the undermentioned immovable property of the Defendant on the conditions which conditions will lie for inspection, prior to the sale, at the offices of the Sheriff, at G. F. Botha and Van Dyk Building, corner of Kerk and Joubert Streets, Ermelo:

One half share of the right, title and interest in and to Erf 76, Amsterdam Township, Registration Division IT, Transvaal, corresponding to 37 Kruger Street, Amsterdam, the property being registered in the names of both Edward Petro Leech and George Lionel Leech, held under Deed of Transfer T106714/1992, measuring 2 855 square metres.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The dwelling consists of lounge, dining-room, three bedrooms, bathroom, kitchen, garage and outbuildings.

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

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

Dated at Pretoria on this 20th day of July 1995.

Friedland Hart & Partners, Attorneys for Plaintiff, 201 Van der Stel Building, 179 SPretorius Street, Pretoria. [Tel. (012) 326-3331/8.] (Ref. Mr Painter/wt/AX 231.)

Saak 2149/93

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

In die saak tussen **Sipho Eliza Mabuza**, Eiser, en **G. L. Leech**, Verweerder

Ter uitwinning van 'n vonnis van die Hooggeregshof van Suid-Afrika (Transvaalse Provinsiale Afdeling) in bogemelde saak, sal 'n verkoping sonder 'n reserweprys gehou word voor die Kantoor van die Landdroshof te Jan van Riebeeckstraat, Ermelo, op Donderdag, 17 Augustus 1995 om 10:00, van die ondergemelde eiendom van die Verweerder wat deur die Balju gelees sal word ten tye van die verkoping en welke voorwaardes by die kantore van die Balju van die Hooggeregshof, Ermelo, te G. F. Botha en Van Dykgebou, hoek van Kerk- en Joubertstraat, Ermelo, voor die verkoping ter insae sal lê:

Sekere een halwe aandeel in van Erf 76, in die dorpsgebied Amsterdam, Registrasieafdeling IT, Transvaal, ooreenstemmend met Krugerstraat 37, Amsterdam, bestaande uit sitkamer, eetkamer, drie slaapkamers, badkamer, kombuis, motorhuis en buitegebou, groot 2 855 vierkante meter, gehou deur Akte van Transport T106714/1992.

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

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

Gedateer te Pretoria hierdie 20ste dag van Julie 1995.

Friedland Hart & Vennote, Eiser se Prokureurs, Van der Stelgebou, Pretoriusstraat 179, Pretoria. (Verw. mnr. Painter/WT/AX231.)

Saak 10374/94

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

In die saak tussen **Die Standard Bank van Suid-Afrika Beperk**, Eiser, en **Dave Ashley Vincent Ally**, Eerste Verweerder, en **Belinda Debbie Ally**, 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 Dinsdag, 15 Augustus 1995 om 10:00, deur die Balju vir die Hooggeregshof Pretoria Noodoos, gehou by die N G Sinodale Sentrum 234, Visagiestraat, Pretoria, aan die hoogste bieder:

Erf 3535, Eersterust-uitbreiding 6, Registrasieafdeling JR, Transvaal, groot 900 (negehonderd) vierkante meter, gehou kragtens Akte van Transport T79348/1990, onderhewig aan die voorwaardes daarin vervat.

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

**Straatadres:** Tobruklaan 525, Eersterust-uitbreiding 6.

**Verbeteringe:** Woonhuis bestaande uit sitkamer, twee toilette, twee badkamers, drie slaapkamers, kombuis, swembad, eetkamer, dubbel motorhuis, studeerkamer, lapa, oprit en ommuur.

**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 Noordoos onmiddellik voor die verkoping uitgelees sal word, sal ter insae lê by die kantore van die Balju vir die Hooggeregshof Pretoria Noordoos, Pretoriusstraat 1210, Hatfield, Pretoria.

Geteken te Pretoria op hierdie 12de dag van Julie 1995.

F. M. Nel, vir Truter & Wessels, Prokureurs vir Eiser, Vyfde Verdieping, De Kleine Admiraal, Andriesstraat 76, Pretoria. (Verw. Nel/S1325/RE.)

**Saak 1616/94**

**IN DIE LANDDROSHOF VIR DIE DISTRIK BARBERTON GEHOU TE BARBERTON**

In die saak tussen **Moola's Trading Enterprises (Edms.) Bpk.**, Eiser, en **Agila Lechaba**, Verweerder

Ingevolge 'n lasbrief van die Landdros van Barberton, sal die volgende eiendom per openbare veiling verkoop word op Vrydag, 18 Augustus 1995 om 09:00, by die Landdroskantoor, Barberton:

Erf 378, Emjindini, Barberton Registrasieafdeling 369 JU, Transvaal, groot 375 m<sup>2</sup>, woonhuis met sinkdak en alle verdere verbeteringe.

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

Geteken te Barberton op hierdie 19de dag van Julie 1995.

Renier J. Oelofsen, Prokureur vir Eiser, Judgestraat 12, Posbus 404, Barberton, 1300. (Verw. RJO/wr/M182/28/51211.)

**Case 21092/94**

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

In the matter between **Eagle Roc Investments (Pty) Limited**, Plaintiff, and **David Grieve**, Defendant

In execution of a judgment of the Magistrate's Court for the District of Johannesburg in the above action granted on 14 November 1994, a sale voetstoots and without reserve will be held at the offices of the Sheriff Magistrate's Court, Third Floor, United Building, 177 President Street, Germiston, on Monday, 14 August 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 be for inspection prior to the sale at the offices of the Sheriff, Germiston, Third Floor, United Building, 177 President Street, Germiston:

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

**Residential:** Being Portion 4 of Erf 1035, Dinwiddie, in the Province Pretoria—Witwatersrand—Vereeniging, measuring 1 041 square metres, situated at 8 Ashford Road, Dinwiddie, held by the Defendant under Title Deed T642/1980.

**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.

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

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

Hurwitz & Pashut, Plaintiff's Attorneys, 2 Regent Street, corner of Grafton Road, Yeoville. (Tel. 487-1875.) (Ref. Mr Hurwitz/MP/EA1.)

**CAPE • KAAP**

**Case 15441/94**

**IN THE SUPREME COURT OF SOUTH AFRICA**

(Cape of Good Hope Provincial Division)

In the matter between **Jangen Air Investments (Pty) Ltd**, Applicant, and **Charl Starke**, First Respondent, and **Luenco Plant Hire (Pty) Ltd**, Second Respondent

In pursuance of a judgment of this Honourable Court given on 14 February 1995, and a writ of execution dated 21 June 1995, a sale in execution will take place on 16 August 1995 at 10:00, at Fisantekraal Airfield, Fisantekraal Road (off Wellington Road), Durbanville, of the following immovable property which is hereby sold in execution:

Portion 10 of the Farm 724, Joostenbergvlakte, situated in the Transitional Metropolitan Substructure of Cape Rural Council (Durbanville); and

the property is 114,1516 hectare and is situated at Fisantekraal Airfield.



Portion 4 (a portion of Portion 2) of Farm 474, Joostenbergskloof, situated in the Transitional Metropolitan Substructure of Cape Rural Council (Durbanville).

The property is 36,1295 hectare and is situated at Fisantekraal Airfield.

The properties consist of a commercial airport with aircraft hangars and store-rooms.

Conditions of sale may be inspected at the office of the Sheriff for the District of Bellville.

Dated at Cape Town this 7th day of July 1995.

MacCallums, Respondent's Attorney, 35 Wale Street, Cape Town. (Tel. 24-9010.) (Ref. TAG/VDP/V56720.)

Case 22673/94

#### IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

In the matter between **ABSA Bank Limited**, trading as United Bank, *versus* **Vivienne Ann Davids**

The following property will be sold in execution by public auction held at Mitchells Plain, Magistrate's Court, to the highest bidder on 15 August 1995 at 09:00:

Erf 9467, Mitchells Plain, in the Municipality of Cape Town, Cape Division, in extent 200 (two hundred) square metres, held by Deed of Transfer T9264/93, situated at 21 Hammerkop Street, Mitchells Plain.

##### 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 office of the auctioneer.

2. *The following information is furnished but not guaranteed:* A dwelling consisting of lounge, kitchen, two bedrooms and bathroom/toilet.

3. *Payment:* 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 18,25% (eighteen comma two five per centum) per annum calculated on the Judgment Creditor's claim from the date of sale to date of transfer against registration of transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

Dated at Cape Town on this the 6th day of July 1995.

Buchanan Boyes, Attorneys for Judgment Creditor, 13 Hout Street, Cape Town. (Tel. 23-9200.)

Saak 1260/95

#### IN DIE LANDDROSHOF VIR DIE DISTRIK WORCESTER GEHOU TE WORCESTER

In die saak tussen **Pieter Jacobs**, Eiser, en **Ferdinand Anton Jacobs**, Verweerder

Ingevolge 'n vonnis van bogenoemde Agbare Hof en lasbrief tot uitwinning, sal die ondergenoemde eiendom op die perseel van die eiendom self op 31 Augustus 1995 om 11:00, aan die hoogste bieder verkoop word:

Erf 11552, Worcester, geleë in die gebied Worcester, Plaaslike Oorgangsraad, afdeling Worcester, provinsie Wes-Kaap, te Van Huyssteenlaan 78, Worcester, groot 331 (driehonderd een-en-dertig) 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 (een-en-twintig) 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 10de dag van Julie 1995.

Conradie & Vennote, Prokureur vir Eiser, Stockenströmstraat 23, Worcester.

Case 5808/95

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

In the matter between **NBS Bank Limited** (Reg. No. 87/01384/06), Execution Creditor, and **Barrington Christopher Petersen**, First Execution Debtor, and **Citty Isabel Petersen**, Second Execution Debtor

In execution of the Judgment of the Magistrate's Court of Wynberg, in the above matter, a sale will be held on Tuesday, 29 August 1995 at 10:00, in front of the Wynberg Magistrate's Court-house:

Erf 1562, Grassy Park, in the Local Area of Grassy Park, situated at 92 Seventh Avenue, Grassy Park, measuring 517 (five hundred and seventeen) square metres, held by Title Deed T3431/1967.

##### Conditions of sale:

1. The sale is subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944 (as amended), the property being sold voetstoots and as it stands and subject to the conditions of the existing title deed. The highest bidder shall be the purchaser, subject to the provisions of section 66 of the above Act.

2. One-tenth ( $\frac{1}{10}$ ) of the purchase price shall be paid in cash or by means of a bank-marked cheque immediately after the property is declared to be sold and the balance of the purchase price, together with interest thereon at the ruling building society rate to be paid against registration of transfer, and secured within 14 (fourteen) days after date of sale by a bank or building society guarantee.

And subject to the further conditions which may be read out at the time of the sale and which may be inspected at the offices of the Messenger of the Court, Wynberg. Telephone 761-3430.

Dated at Cape Town this the 10th day of July 1995.

Arthur E. Abrahams & Gross Inc., 16th Floor, 2 Long Street, Cape Town, 8001. (Tel. 418-2020.) (Ref. BDS/BBG/Z33850.)

## IN DIE LANDDROSHOF VIR DIE DISTRIK COLESBERG GEHOU TE COLESBERG

In die saak tussen **ABSA Bank Beperk**, Skuldeiser, en **C. H. Mathee**, Verweerder

Ingevolge 'n vonnis van die Landdroshof, Colesberg, gedateer 14 Desember 1993, en 'n eksekusie beslaglegging, sal die ondergemelde eiendom op Maandag, 14 Augustus 1995 om 10:00, voor die Landdroskantoor te Colesberg, aan die hoogste bieder vir kontant verkoop word:

Erf 462, Colesberg, geleë te Durban Row 27, Colesberg.

Dit word gerapporteer dat 'n voltooide woonhuis op die eiendom opgerig is, maar geen waarborg 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 Greystraat 8, Colesberg, of die kantore van Metcalf & Kie., Frerestraat 80, Cradock, geïnspekteer word.

Gedateer te Cradock op 10 Julie 1995.

Metcalf & Kie., Eiser se Prokureurs, Frerestraat 80, Cradock, 5880.

Case 26521/92

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

In the matter between **NBS Bank Limited**, formerly Natal Building Society Limited (Reg. No. 87/01384/06), Plaintiff, and **Ohlson John Manus**, First Defendant, and **Sarah Pauline Manus**, Second Defendant

In pursuance of a judgment of the Magistrate's Court of Wynberg, and writ of execution dated 16 June 1992, the property listed hereunder, and commonly known as 57 Petunia Street, Silvertown, Athlone, will be sold in execution at the premises of Monday, 14 August 1995 at 12:00, to the highest bidder:

Erf 131576, Cape Town at Athlone, in the Municipality of Cape Town, Division Cape, in extent 485 (four hundred and eighty-five) square metres.

The following improvements are reported to be on the property, but nothing is guaranteed: Single storey residence built of brick with tiled roof, comprising two bedrooms, lounge, kitchen, bathroom and toilet.

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

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

Dated at Cape Town this the 20th day of June 1995.

I. Broodryk, for Syfret Godlonton-Fuller Moore Inc., 11th Floor, N.B.S. Waldorf, 80 St. George's Mall, Cape Town. (Ref. S. Williams/N.1147.)

Case 4650/95

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

In the matter between **NBS Bank Limited** (Reg. No. 87/01384/06), formerly Natal Building Society Limited, Plaintiff, and **Melwyn James Joseph**, First Defendant, and **Christine Dorothy Joseph**, Second Defendant, and **Strathmore Llewellyn Davids**, Third Defendant

In pursuance of a judgment of the Magistrate's Court of Wynberg, and writ of execution dated 11 May 1995, the property listed hereunder, and commonly known as 123 Station Road, Somerset Park, Retreat, will be sold in execution at the premises on Monday, 14 August 1995 at 10:00, to the highest bidder:

Erf 84719, Cape Town, at Retreat, situated in the City of Cape Town, Cape Division, in extent 476 (four hundred and seventy-six) square metres.

The following improvements are reported to be on the property, but nothing is guaranteed: Single storey residence built of brick with tiled roof, comprising three bedrooms, lounge, kitchen, one and a half bathrooms, toilet, garage, granny flat consisting of two bedrooms, lounge, kitchen and bathroom.

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

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

Dated at Cape Town this the 20th day of June 1995.

I. Broodryk, for Syfret Godlonton-Fuller Moore Inc., 11th Floor, N.B.S. Waldorf, 80 St. George's Mall, Cape Town. (Ref. S. Williams/N.1897.)

Saak 4018/95

## IN DIE LANDDROSHOF VIR DIE DISTRIK KUILSRIVIER GEHOU TE KUILSRIVIER

In die saak tussen **NBS Bank Beperk**, Eiser, en **S. C. en S. Daniels**, Verweerders

Ingevolge 'n vonnis van die Landdroshof te Kuilsrivier, gedateer 22 Mei 1995, en 'n lasbrief tot beslaglegging van onroerende eiendom word die eiendom hieronder beskryf, by die perseel te p.a. Landdroskantoor, Kuilsrivier, per publieke veiling te koop aangebied op 21 Augustus 1995 om 09:00:

Erf 5864, Blue Downs, ook bekend as Lynettesingel 35, Brentwood Park, Eersterivier, afdeling Kaap, groot 300 vierkante meter, gehou kragtens Transportakte T22527/94.

**Voorwaardes:**

1. Die eiendom sal deur die afslaer en/of Balju, Landdroshof van Kuilsrivier, verkoop word aan die hoogste bieder, onderhewig aan die hiernavermelde voorwaardes.

2. Indien die afslaer 'n fout by die verkoping maak, is so 'n fout nie op enige van die partye bindend nie, maar kan dit reggestel word. By die weiering van 'n bod, kan die eiendom onmiddellik vir verkoping aangebied word.

3. (a) Die koper moet 'n deposito van tien persent (10%) van die koopprys kontant op die dag van die verkoping betaal, die balans betaalbaar teen transport en verseker te word deur 'n waarborg van 'n bank of bouvereniging wat deur die Eiser se prokureurs goedgekeur is, die waarborg aan die Balju en/of afslaer binne sewe (7) dae na die datum van verkoping verstrekkend word.

(b) Indien die transport van die eiendom nie binne een maand na die verkoping geregistreer is nie, sal die koper aanspreeklik wees vir betaling van rente teen 17,25% (sewentien komma twee vyf persent) per jaar, op die balans van die koopprys, vanaf die verloop van een maand na die verkoping tot datum van transport.

4. Die koper moet afslaersgelde op die dag van die verkoping betaal, asook hereregte, transportkoste en agterstallige belastinge en ander uitgawes wat nodig is om transport te laat geskied op versoek van die prokureur van die Vonnisskuldeiser asook Belasting op Toegevoegde Waarde (BTW).

En verder onderworpe aan die veilingsvoorwaardes wat uitgelees sal word ten tye van die veiling, en wat ter insae sal lê by die kantoor van die Balju, Landdroshof, Kuilsrivier, en by die kantoor van die ondergemelde Bill Tolken Hendrikse en Vennote, Prokureurs van Eiser, Sarel Cilliersstraat 1, Bellville.

**Datum:** 3 Julie 1995.

Bill Tolken Hendrikse & Vennote, Posbus 687, Sanlamhof, 7532. (Verw. mev. Swart/EDN473.)

Saak 6498/94

## IN DIE LANDDROSHOF VIR DIE DISTRIK BELLVILLE GEHOU TE BELLVILLE

In die saak tussen **NBS Bank Beperk**, Eiser, en **J. K. en C. D. von Willingh**, Verweerders

Ingevolge 'n vonnis van die Landdroshof te Bellville, gedateer 6 Mei 1994, en 'n lasbrief tot beslaglegging van onroerende eiendom word die eiendom hieronder beskryf, by die perseel te Otto Meyerrylaan 28, Glenhaven, Bellville, per publieke veiling te koop aangebied op 28 Augustus 1995 om 12:30:

Erf 13706, Bellville, ook bekend as Otto Meyerrylaan 28, Glenhaven, Bellville, afdeling Kaap, groot 584 vierkante meter, gehou kragtens Transportakte T80115/93.

**Voorwaardes:**

1. Die eiendom sal deur die afslaer en/of Balju, Landdroshof van Bellville, verkoop word aan die hoogste bieder, onderhewig aan die hiernavermelde voorwaardes.

2. Indien die afslaer 'n fout by die verkoping maak, is so 'n fout nie op enige van die partye bindend nie, maar kan dit reggestel word. By die weiering van 'n bod, kan die eiendom onmiddellik vir verkoping aangebied word.

3. (a) Die koper moet 'n deposito van tien persent (10%) van die koopprys kontant op die dag van die verkoping betaal, die balans betaalbaar teen transport en verseker te word deur 'n waarborg van 'n bank of bouvereniging wat deur die Eiser se prokureurs goedgekeur is, die waarborg aan die Balju en/of afslaer binne sewe (7) dae na die datum van verkoping verstrekkend word.

(b) Indien die transport van die eiendom nie binne een maand na die verkoping geregistreer is nie, sal die koper aanspreeklik wees vir betaling van rente teen 15,25% (vyftien komma twee vyf persent) per jaar, op die balans van die koopprys, vanaf die verloop van een maand na die verkoping tot datum van transport.

4. Die koper moet afslaersgelde op die dag van die verkoping betaal, asook hereregte, transportkoste en agterstallige belastinge en ander uitgawes wat nodig is om transport te laat geskied op versoek van die prokureur van die Vonnisskuldeiser asook Belasting op Toegevoegde Waarde (BTW).

En verder onderworpe aan die veilingsvoorwaardes wat uitgelees sal word ten tye van die veiling, en wat ter insae sal lê by die kantoor van die Balju, Landdroshof, Bellville, en by die kantoor van die ondergemelde Bill Tolken Hendrikse en Vennote, Prokureurs van Eiser, Sarel Cilliersstraat 1, Bellville.

**Datum:** 3 Julie 1995.

Bill Tolken Hendrikse & Vennote, Posbus 687, Sanlamhof, 7532. (Verw. mev. Swart/EVN372.)



Case 359/95

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

**ABSA Bank Limited**, trading as Trust Bank, *versus* **Nicolaas Johannes Kriegler and Lizet Kriegler**

The following property will be sold in execution at the site of the property, 60 Church Street, Gansbaai, Western Cape, on Friday, 18 August 1995 at 10:30, to the highest bidder:

Erf 414, Gansbaai, in extent 694 square metres, held by T39161/1990, situated at 60 Church Street, Gansbaai, Western Cape.

1. The following improvements are reported but not guaranteed: *Dwelling*: Lounge, dining-room, kitchen, three bedrooms, toilet/shower and two garages.

2. *Payment*: Ten per centum (10%) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 17,25% (seventeen comma two five per cent) per annum, calculated on the Judgment Creditor's claim from the date of sale to the date of transfer] against registration of transfer, which amounts are to be secured by approved bank guarantee to be delivered within 14 days of the sale.

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

4. *Conditions*: The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeeck Street, Cape Town. (Ref. 133851/gt.)

Saak 8568/95

## IN DIE LANDDROSHOF VIR DIE DISTRIK BELLVILLE GEHOU TE BELLVILLE

In die saak tussen **Saambou Bank Beperk**, Eksekusieskuldeiser, en **V. F. Erasmus**, Eerste Eksekusieskuldenaar, en **L. M. Erasmus**, Tweede Eksekusieskuldenaar

In die gemelde saak sal 'n veiling gehou word op 15 Augustus 1995 om 11:15, op die perseel:

Erf 14192, Parow, geleë in die gebied van die Metropolitaanse Oorgangsubstruktuur Parow, afdeling Kaap, provinsie Wes-Kaap, groot 584 vierkante meter, gehou kragtens Transportakte T95181/93, ook bekend as Jopie Fouriestraat 15, Parowvallei.

*Verkoopvoorwaardes*:

1. Die veiling is onderworpe aan die bepalings en voorwaardes van die Wet op Landdroshowe, No. 32 van 1944, en die eiendom word voetstoots verkoop onderworpe aan die voorwaardes van die bestaande titelbewys.

2. Een tiende van die koopprys word onmiddellik betaal nadat die eiendom as verkoop verklaar is en die res van die koopprys met rente daarop teen 'n koers van 16% (sestien persent) per jaar, betaal te word teen registrasie van oordrag wat onverwyld na die veiling gegee en geneem sal word.

3. Die volgende verbeteringe is op die eiendom aangebring (hoewel niks in hierdie opsig gewaarborg word nie): *Hoofgebou*: Baksteengebou met teëldak bestaande uit drie slaapkamers, kombuis, sitkamer, eetkamer, twee badkamers en toilet.

*Buitegebou*: Enkelmotorhuis.

4. Die volledige veilingvoorwaardes sal ten tye van die veiling voorgelees word en lê voor die tyd ter insae in die kantoor van die Balju van die Landdroshof, Bellville, en in die kantoor van die ondergetekende.

Gedateer te Kuilsrivier op hierdie 30ste dag van Junie 1995.

A. J. Marais, vir Marais Müller, Prokureur vir Vonnisskuldeiser, Van Riebeeckweg 66, Kuilsrivier.

Case 44810/94

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

**ABSA Bank Limited**, trading as Allied Bank, *versus* **Michel Jean-Pierre Bocken**

The following property will be sold in execution at the site of the property, 23 Whitesands Street, Hout Bay, Western Cape, on Tuesday, 22 August 1995, at 12:00, to the highest bidder:

Erf 5554, Hout Bay, in extent 270 square metres held by T81422/1993, situated at 23 Whitesands Street, Hout Bay, Western Cape.

1. The following improvements are reported but not guaranteed:

*Triple storey unit*: Entrance, lounge, dining-room, study, kitchen, four bedrooms, bathroom/toilet, two bathroom/shower/toilet and tandem garage.

2. *Payment*: Ten per centum (10%) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance (plus interest at the current rate of 17,25% (seventeen comma two five per cent) per annum calculated on the Judgment Creditor's claim from the date of sale to the date of transfer) against registration of transfer, which amounts are to be secured by approved bank guarantee to be delivered within 14 days of the sale.

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

4. *Conditions*: The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeeck Street, Cape Town. (Ref. 124597/gt.)

Case 3714/92

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

**ABSA Bank Limited**, trading as Allied Bank, *versus* **Afdak Properties CC**

The following property will be sold in execution at the site of the property, 8 Muller Road, Woodlands Park, Wetton, Western Cape, on Monday, 21 August 1995, at 12:00, to the highest bidder:

Erf 319, Wetton, in extent 520 square metres, held by T48582/1990, situated at 8 Muller Road, Woodlands Park, Wetton, Western Cape.

1. The following improvements are reported but not guaranteed:

*Dwelling:* Lounge/dining-room, kitchen, three bedrooms, bathroom and toilet. Detached single garage.

2. *Payment:* Ten per centum (10%) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance (plus interest at the current rate if 17,25% (seventeen comma two five per cent) per annum calculated on the Judgment Creditor's claim from the date of sale to the date of transfer) against registration of transfer, which amounts are to be secured by approved bank guarantee to be delivered within 14 days of the sale.

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

4. *Conditions:* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeeck Street, Cape Town. (Ref. 120796/gt.)

Case 8780/95

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

**Nedcor Bank Limited** *versus* **E. T. Schubert**

*The property:* Erf 138013, Cape Town at Retreat, in the Municipality of Cape Town, Cape Division, in extent 211 square metres, situated at 59 Peter Charles Street, Retreat.

*Improvements* (not guaranteed): Brick dwelling, asbestos roof, lounge, kitchen, two bedrooms and bathroom.

*Date of sale:* 16 August 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 2776/94

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF WORCESTER HELD AT WORCESTER

In the matter between **Eskom Finance Company (Pty) Limited**, Judgment Creditor, and **Vuyisile Jurry Mkhengu**, First Judgment Debtor, and **Maureen Mkhengu**, Second Judgment Debtor

In pursuance of a judgment granted on 11 May 1995, in the Worcester Magistrate's Court, the following property will be sold to the highest bidder on 24 August 1995 at 11:00 at Worcester Court-house:

*Description:* Erf 12899, Worcester, in the Zweeklemba Township in the area of jurisdiction of the Provincial Administration of the Cape of Good Hope, Administrative District of Worcester, in extent three hundred and sixty-nine (369) square metres.

*Postal address:* 887 Minga Lane, Zweeklemba, Worcester.

*Improvements:* Dwelling: Lounge, kitchen, three bedrooms, bathroom and toilet (not guaranteed).

Held by Deed of Transfer 20987/89.

1. The full and complete conditions of sale will be read immediately before the sales 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% (sixteen per centum) from the date of sale to date of registration of transfer against transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

Dated at Parow this 30th 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.] (Ref. W56976/HVN/Mrs Wolmarans.)

Saak 1307/95

## IN DIE LANDDROSHOF VIR DIE DISTRIK OUDTSHOORN GEHOU TE OUDTSHOORN

In die saak tussen **ABSA Bank Beperk**, handeldrywend as United Bank, Eiser, en **Mnr. J. Josephs**, Verweerder

Ingevolge 'n vonnis toegestaan deur die Landdroshof op 11 April 1995, en 'n lasbrief vir eksekusie uitgereik te Oudtshoorn, sal die ondergemelde eiendom in eksekusie verkoop word aan die hoogste bieder op Vrydag, 11 Augustus 1995 om 11:00, op die perseel van die Verweerder, naamlik:

Erf 7446, Oudtshoorn, in die munisipaliteit en afdeling Oudtshoorn, groot 888 (agthonderd agt-en-tagtig) vierkante meter, gehou kragtens Transportakte T41305/93, ook bekend as Jupiterstraat 9, Oudtshoorn.

*Voorwaardes van verkoping:*

1. Die verkoping sal onderhewig wees aan die bepalings van die Wet op Landdroshowe, die reëls daaronder uitgevaardig en ook die voorwaardes van die titelakte waaronder die eiendom gehou word.

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

Woonhuis bestaande uit: Sitkamer, eetkamer, kombuis, drie slaapkamers en badkamer met toilet.

3. *Terme:* 10% (tien persent) van die koopprys op die dag van die verkoping en die afslaersgelde van 5% (vyf persent) tot en met R20 000 (twintigduisend rand) en daarna 3% (drie persent) met 'n maksimum van R6 000 (sesduisend rand) op die balans betaalbaar teen registrasie van die transport en verseker deur middel van 'n bank- of bougenootskap- of ander aanvaarbare waarborg, welke waarborg binne 14 (veertien) dae vanaf datum van die verkoping aan Eiser se prokureurs verskaf moet word.

4. *Voorwaardes:* Die volledige voorwaardes welke onmiddellik voor die verkoping deur die afslaer uitgelees sal word sal ter insae lê by die kantoor van Eiser se prokureurs.

Gedateer te Oudtshoorn hierdie 23ste dag van Junie 1995.

Duvenage Keyser & Jonck, Prokureurs vir Eiser, Unitedgebou, Hoogstraat 123, Posbus 104, Oudtshoorn.

Saak 4295/94

## IN DIE LANDDROSHOF VIR DIE DISTRIK OUDTSHOORN GEHOU TE OUDTSHOORN

In die saak tussen **ABSA Bank**, handeldrywend as Allied Bank, Eiser, en **Mnr. G. R. May**, Verweerder

Ingevolge 'n vonnis toegestaan deur die Landdroshof op 16 Maart 1995, en 'n lasbrief vir eksekusie uitgereik te Oudtshoorn, sal die ondergemelde eiendom in eksekusie verkoop word aan die hoogste bieder op Vrydag, 11 Augustus 1995 om 10:00, op die perseel van die Verweerder, naamlik:

Erf 6574, Oudtshoorn, geleë in die munisipaliteit en afdeling Oudtshoorn, groot 298 (tweehonderd agt-en-negentig) vierkante meter, gehou kragtens Transportakte T31285/94, ook bekend as Malgasstraat 32, Oudtshoorn.

*Voorwaardes van verkoping:*

1. Die verkoping sal onderhewig wees aan die bepalings van die Wet op Landdroshowe, die reëls daaronder uitgevaardig en ook die voorwaardes van die titelakte waaronder die eiendom gehou word.

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

Woonhuis bestaande uit: Sitkamer, kombuis, drie slaapkamers, badkamer met toilet en motorafdak.

3. *Terme:* 10% (tien persent) van die koopprys op die dag van die verkoping en die afslaersgelde van 5% (vyf persent) tot en met R20 000 (twintigduisend rand) en daarna 3% (drie persent) met 'n maksimum van R6 000 (sesduisend rand) op die balans betaalbaar teen registrasie van die transport en verseker deur middel van 'n bank- of bougenootskap- of ander aanvaarbare waarborg, welke waarborg binne 14 (veertien) dae vanaf datum van die verkoping aan Eiser se prokureurs verskaf moet word.

4. *Voorwaardes:* Die volledige voorwaardes welke onmiddellik voor die verkoping deur die afslaer uitgelees sal word sal ter insae lê by die kantoor van Eiser se prokureurs.

Gedateer te Oudtshoorn hierdie 23ste dag van Junie 1995.

Duvenage Keyser & Jonck, Prokureurs vir Eiser, Unitedgebou, Hoogstraat 123, Posbus 104, Oudtshoorn.

Case 3644/95

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

In the matter between **NBS Bank Limited**, Plaintiff, and **Herman Sydney Dolf**, First Defendant, and **Rachel Cecilia Dolf**, Second Defendant

In pursuance of a judgment in the Court for the Magistrate of Port Elizabeth dated 9 March 1995, and a writ of execution dated 9 March 1995, the property listed hereunder will be sold in execution on 17 August 1995 at 11:00, at the front entrance of the Magistrate's Court, Durban Street, Uitenhage:

Certain Erf 12316, Uitenhage, in the Municipality and Division of Uitenhage, measuring 350 (three hundred and fifty) square metres, situated at 47 Egret Street, Roseridge, Uitenhage.

*Improvements:* Although not guaranteed, it consists of single storey, concrete block under tile private, detached dwelling with fitted carpets, lounge, kitchen, three bedrooms, bathroom and w.c.



*Material conditions of sale:*

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

2. 10% (ten per cent) of the purchase price shall be paid on signature of the conditions of sale and the balance plus 18,25% (eighteen comma two five per centum) interest thereon per annum shall be secured within twenty-one (21) days by a bank or other suitable guarantee payable against registration of transfer.

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

Dated at Port Elizabeth this the 26th day of June 1995.

Joubert Galpin & Searle, Plaintiff's Attorneys, First Floor, NBS Building, 30 Main Street, P.O. Box 59, Port Elizabeth. [Tel. (041) 56-2885.]

**Case 2392/93****IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF UITENHAGE HELD AT UITENHAGE**

In the matter between **Nedcor Bank Ltd** (formerly Nedperm Bank Ltd) (formerly S A Permanent Building Society), Execution Creditor, and **M. A. Vorster**, First Execution Debtor, and **A. Vorster**, Second Execution Debtor

In execution of a judgment of the Magistrate's Court for the District of Uitenhage dated 19 April 1993, and in pursuance of an attachment in execution dated 27 October 1994, a sale by public auction will be held by the Sheriff for the Magistrate's Court, in front of the Magistrate's Court Uitenhage, on Thursday, 10 August 1995 at 11:00, of the following immovable property situated at 48 Aandblom Street, Uitenhage:

*Zoned:* Residential.

Being Erf 7271, Uitenhage, in the area of Uitenhage Transitional Local Council, Division of Uitenhage, Eastern Cape Province, in extent 818 square metres, held by Markus Albertus Vorster and Annalize Vorster, under Deed of Transfer T42791/88, and subject to the conditions referred to therein.

The following improvements are situated on the property although nothing in this respect is guaranteed: Single storey freestanding dwelling under iron roof with three bedrooms, lounge, kitchen, bathroom, carport 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 and thereafter 3% (three percent) to a maximum of R6 000 with a minimum of R200 in cash at the time of the sale; the balance against transfer to be secured by a bank or building society or other acceptable guarantee, to be furnished to the Sheriff of the Court within twenty-one (21) days from date of the sale.

Dated at Uitenhage this 29th day of June 1995.

J. S. Levy & Levy, Attorneys for Execution Creditor, 301 S A Permanent Centre, Caledon Street, Uitenhage.

**Case 3816/94****IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF EAST LONDON HELD AT EAST LONDON**

In the matter between **Standard Bank of South Africa Limited** (Reg. No. 87/01384/06), Plaintiff, and **Ric Properties CC** (CK90/36627/23), Defendant

In pursuance of judgment granted in the Magistrate's Court for the District of East London and writ of execution dated 6 October 1994 by the above Honourable Court, the following property will be sold in execution on Friday, 11 August 1995 at 11:00, by the Sheriff of the Court, at:

28 Deer Lodge Drive, Dorchester Heights, East London, Erf 20961, East London, Municipality and Division of East London, in extent 909 square metres, held by Deed of Transfer T774/1992, commonly known as 28 Deer Lodge Drive, Dorchester Heights, East London.

The property consists of usual buildings/outbuildings:

Lounge, dining-room, family room, kitchen, three bedrooms, two bathrooms, garage, precast and brick fencing, concrete paving and tiled roof.

*Conditions of sale:*

1. The property shall be sold to the highest bidder and shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder and of the title deeds in so far as these are applicable.

2. The purchase price shall be payable as to a deposit in cash of 10% (ten per cent) and the balance against transfer. A substantial loan can be raised for an approved purchaser with prior approval.

3. Conditions of sale, which will be read out by the Sheriff of the Court immediately prior to the sale and/or may be inspected in his office at 4 Oxford Street, East London.

4. The Plaintiff or the Plaintiff's attorneys and/or the Sheriff of the Court do not guarantee any improvements or information.

Signed at East London on this 19th day of June 1995.

Drake Flemmer & Orsmond, Fifth Floor, NBS Building, East London. (Ref. M. B. Orsmond/RW/S195.)

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

**Nedcor Bank Limited versus J. F. O'Connor**

*The property:* Erf 61328, Cape Town at Lansdowne, situated in the Municipality of Cape Town, Cape Division, in extent 520 square metres, situated at 56 Maybury Road, Kenwyn.

*Improvements* (not guaranteed): Single dwelling, tiled roof, brick walls, lounge, kitchen, three bedrooms, bathroom and toilet and garage.

*Date of sale:* 15 August 1995 at 12:00.

*Place of sale:* 56 Maybury Road, Kenwyn.

*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 Claremont Auctioneers, 21 Paarden Eiland Road, Paarden Eiland.

Pincus Matz Marquard Hugo-Hamman, Attorneys for Judgment Creditor, 135 Main Road, Claremont.

Saak 62/94

## IN DIE LANDDROSHOF VIR DIE DISTRIK GEORGE GEHOU TE GEORGE

In die saak tussen **Nedcor Bank Beperk**, Eksekusieskuldeiser, en **Mustak Ali Carrim**, Eksekusieskuldenaar

Ten uitvoering van 'n vonnis van die Landdroshof vir die distrik George en 'n lasbrief vir eksekusie gedateer 3 Junie 1995, sal die volgende eiendom in eksekusie verkoop word op Dinsdag, 15 Augustus 1995 om 10:00, te die gegewe perseel te Southstraat, Wildernis, naamlik:

Erf 781, Wildernis, in die plaaslike gebied van Wildernis, distrik George, groot 1 090 vierkante meter, gehou kragtens Transportakte T10143/92.

*Verbeterings:* Drie slaapkamers, kombuis, sitkamer, eetkamer, twee badkamers en twee motorhuise.

*Verkoopvoorwaardes:*

1. Die verkoping is onderhewig aan die bepalinge van die Landdroshofwet No. 32 van 1944 en die reëls daarunder geproklameer. Die eiendom word voetstoots verkoop en onderhewig aan die voorwaardes van die bestaande transportakte. Die hoogste bieder sal die koper wees, onderhewig aan die bepalinge van artikel 66 van die bogemelde Wet.

2. 10% (tien persent) van die koopprijs is betaalbaar in kontant by ondertekening van die verkoopvoorwaardes onmiddellik nadat die eiendom as verkoop verklaar is en die saldo van die koopprijs, tesame met die rente daarop bereken teen die huidige rentekoers van 17,25% (sewentien komma twee vyf persent) per jaar vanaf datum van vonnis tot datum van registrasie, teen registrasie van transport in naam van die koper. Voormelde bedrae moet verseker wees deur 'n aanvaarbare bank- of bouverenigingwaarborg wat gelewer moet word binne 14 dae vanaf datum van veiling.

3. Die koper sal alle hereregte, oordragkoste, agterstallige grondbelasting en heffings, asook grondbelastinge en heffings vir die huidige jaar en afslerskommissie betaal.

4. Belasting op Toegevoegde Waarde op die koopprijs, tensy die Vonnisculdenaar voor die veiling die afslaer en die Balju voorsien het van 'n skriftelike verklaring dat die verkoping van die eiendom nie 'n belasbare lewering van goed sou wees indien dit deur die Vonnisculdenaar verkoop sou word nie en wat volledig die redes uiteensit waarom die verkoping van die eiendom deur die Vonnisculdenaar nie 'n belasbare lewering van goed sou wees nie.

5. Die volle voorwaardes van verkoop lê ter insae by die kantoor van die Balju vir die Landdroshof, George, Wellingtonstraat 36A, George, sowel as by die kantore van Raubenheimers Ingelyf, Cathedralstraat 60, George.

Gedateer te George hierdie 13de dag van Junie 1995.

R. Engelbrecht, vir Raubenheimers Ingelyf, Cathedralstraat 60, Posbus 21, George, 6530. [Tel. (0441) 73-2043.]

Saak 1521/94

## IN DIE LANDDROSHOF VIR DIE DISTRIK HERMANUS GEHOU TE HERMANUS

In die saak tussen **Ready Mix Materials (Pty) Ltd**, Eiser, en **mnr. L. P. van Rensburg**, Verweerder

Ingevolge 'n vonnis in die Landdroshof te Hermanus en 'n lasbrief vir eksekusie sal die ondergenoemde vaste eiendom per publieke veiling verkoop word op 11 Augustus 1995 om 14:00:

Erf 1006, Franskraalstrand, in die munisipaliteit Gansbaai, afdeling Caledon, groot 729 vierkante meter, geleë te Tomstraat 1006, Franskraalstrand, gehou kragtens Transportakte T8341/1979.

Die verbeterings op die eiendom bestaan uit die volgende: 'n Dubbelverdiepingwoonhuis van 160 vierkante meter met motorhuis, onderafdak van 45 vierkante meter, stoor en buitetoilet, stort en wasbak.

*Onderste verdieping:* Ingangsportaal, twee slaapkamers, twee volledige badkamers, kombuis en spens, sit- en eetkamer en gesinskamer met ingeboude kroeg en kaggel.

*Boonste verdieping:* Speelkamer.

**Verkoopvoorwaardes:**

1. Die veiling is onderhewig aan die bepalings van die Landdroshofwet, Wet No. 32 van 1944, soos gewysig, en die eiendom word voetstoots verkoop aan die hoogste bieder, onderhewig aan die voorwaardes van artikel 66 van die bogenoemde Wet.

2. 10% (tien persent) van die koopprys van die eiendom moet betaal word in kontant of deur middel van 'n bankgewaarborgde tjek tydens ondertekening van die verkoopvoorwaardes sodra die eiendom as verkoop verklaar word, of soos andersins gereël mag word met die Balju en die balans van die koopprys tesame met die rente daarop verreken teen 10% (tien persent) is betaalbaar teen registrasie van die transport. Sodanige bedrag moet gewaarborg word deur middel van 'n behoorlike en goedgekeurde bankwaarborg of bouvereniging wat gelewer moet word aan die Eiser se prokureur binne 14 (veertien) dae na die waarborg.

3. Die volledige verkoopvoorwaardes wat deur die Balju onmiddellik voor die verkoping uitgelees sal word, kan geïnspekteer word by die Balju, Hermanus se kantoor.

Guthrie & Theron, Prokureurs vir Eiser, Hoofweg 77, Hermanus, 7200.

**Saak 1367/94**

**IN DIE LANDDROSHOF VIR DIE DISTRIK HERMANUS GEHOU TE HERMANUS**

In die saak tussen **McLeod's Wines (Edms.) Bpk.**, Eiser, en **L. P. van Rensburg**, Verweerder

Ingevolge 'n vonnis in die Landdroshof te Hermanus, en 'n lasbrief vir eksekusie sal die ondergenoemde vaste eiendom per publieke veiling verkoop word op 11 Augustus 1995 om 14:00:

Erf 1006, Franskraalstrand, in die munisipaliteit Gansbaai, afdeling Caledon, groot 729 vierkante meter, geleë te Tomstraat 1006, Franskraalstrand, gehou kragtens Transportakte T8341/1979.

Die verbetering op die eiendom bestaan uit die volgende: 'n Dubbelverdiepingwoonhuis van 160 vierkante meter met motorhuis, onderafdak van 45 vierkante meter, stoor en buitetoilet, stort en wasbak.

**Onderste verdieping:** Ingangsportaal, twee slaapkamers, twee volledige badkamers, kombuis en spens, sit- en eetkamer, gesinskamer met ingeboude kroeg en kaggel.

**Boonste verdieping:** Speelkamer.

**Verkoopvoorwaardes:**

1. Die veiling is onderhewig aan die bepalings van die Landdroshofwet, Wet No. 32 van 1944, soos gewysig, en die eiendom word voetstoots verkoop aan die hoogste bieder, onderhewig aan die voorwaardes van artikel 66 van die bogenoemde Wet.

2. Tien persent (10%) van die koopprys van die eiendom moet betaal word in kontant of deur middel van 'n bankgewaarborgde tjek tydens ondertekening van die verkoopvoorwaardes sodra die eiendom as verkoop verklaar word, of soos andersins gereël mag word met die Balju en die balans van die koopprys tesame met die rente daarop verreken teen 10% (tien persent) is betaalbaar teen registrasie van die transport. Sodanige bedrag moet gewaarborg word deur middel van 'n behoorlike en goedgekeurde bankwaarborg of bouvereniging wat gelewer moet word aan die Eiser se prokureur binne 14 (veertien) dae na die waarborg.

3. Die volledige verkoopvoorwaardes wat deur die Balju onmiddellik voor die verkoping uitgelees sal word, kan geïnspekteer word by die Balju Hermanus se kantoor.

Guthrie & Theron, Prokureurs vir Eiser, Hoofweg 77, Hermanus, 7200. Die Balju van die Hof, Landdroshof Hermanus, 7200.

**Saak 799/95**

**IN DIE LANDDROSHOF VIR DIE DISTRIK GEORGE GEHOU TE GEORGE**

In die saak tussen **NBS Bank Beperk**, Eiser, en **Daniel Nortje**, Eerste Verweerder, en **Johanna Magdalena Nortje**, Tweede Verweerder

Ingevolge 'n vonnis toegestaan in die Landdroshof te George, en 'n lasbrief vir eksekusie gedateer 20 April 1995, sal die volgende eiendom verkoop word deur Van Rensburg Eiendomme en Veilings, aan die hoogste bieder op 22 Augustus 1995 om 12:00, te ondervermelde persele:

Erf 694, geleë in die munisipaliteit Pacaltsdorp en afdeling George, groot 1 128 m<sup>2</sup>, gehou kragtens Transportakte T42009/93, ook bekend as Pumastraat 29, Dellvillepark, Pacaltsdorp.

Die volgende verbeteringe is op die eiendom aangebring hoewel niks in hierdie opsig gewaarborg word nie: Woonhuis bestaande uit sitkamer, eetkamer, drie slaapkamers, badkamers en toilet.

**Voorwaardes van verkoping:**

1. Die eiendom sal verkoop word sonder reserwe aan die hoogste bieder 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 18,25% (agtien komma twee vyf 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 Van Rensburg Eiendomme en Veilings, Millers Ingelyf, Beaconhuis, Meadestraat 123, George, asook die Balju, Wellingtonstraat 36A, George.

Gedateer te George op hierdie 29ste dag van Mei 1995.

Millers Ingelyf, Eiser se Prokureurs, Meadestraat 123, George. (Verw. FB/AB/N1119m/N354/OKU1.)



Saak 763/95

## IN DIE LANDDROSHOF VIR DIE DISTRIK GEORGE GEHOU TE GEORGE

In die saak tussen **NBS Bank Beperk**, Eiser, en **Jan Dulman**, Verweerder

Ingevolge 'n vonnis toegestaan in die Landdroshof te George, en 'n lasbrief vir eksekusie gedateer 20 April 1995, sal die volgende eiendom verkoop word deur Van Rensburg Eiendomme en Veilings, aan die hoogste bieder op 22 Augustus 1995 om 11:30, te ondervermelde persele:

Erf 3979, geleë in die munisipaliteit Pacaltsdorp en afdeling George, groot 420 m<sup>2</sup>, gehou kragtens Transportakte T74027/92, ook bekend as Reierstraat, Pacaltsdorp.

Die volgende verbeteringe is op die eiendom aangebring hoewel niks in hierdie opsig gewaarborg word nie: Woonhuis bestaande uit sit/eetkamer, kombuis, twee slaapkamers, badkamer en toilet.

*Voorwaardes van verkoping:*

1. Die eiendom sal verkoop word sonder reserwe aan die hoogste bieder 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 16,25% (sestien komma twee vyf 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 Van Rensburg Eiendomme en Veilings, Millers Ingelyf, Beaconhuis, Meadestraat 123, George, asook die Balju, Wellingtonstraat 36A, George.

Gedateer te George op hierdie 29ste dag van Mei 1995.

Millers Ingelyf, Eiser se Prokureurs, Meadestraat 123, George. (Verw. FB/AB/N1124m/N360/OLB1.)

Saak 987/95

## IN DIE LANDDROSHOF VIR DIE DISTRIK GEORGE GEHOU TE GEORGE

In die saak tussen **NBS Bank Beperk**, Eiser, en **Johannes Williams**, Eerste Verweerder, en **Hester Williams**, Tweede Verweerder

Ingevolge 'n vonnis toegestaan in die Landdroshof te George, en 'n lasbrief vir eksekusie gedateer 20 April 1995, sal die volgende eiendom verkoop word deur Van Rensburg Eiendomme en Veilings, aan die hoogste bieder op 22 Augustus 1995 om 11:00, te ondervermelde persele:

Erf 797, geleë in die munisipaliteit Pacaltsdorp, en afdeling George, groot 498 m<sup>2</sup>, gehou kragtens Transportakte T28012/92, ook bekend as Unity Walk, Pacaltsdorp.

Die volgende verbeteringe is op die eiendom aangebring hoewel niks in hierdie opsig gewaarborg word nie: Woonhuis bestaande uit sitkamer, kombuis, twee slaapkamers, badkamer en toilet.

*Voorwaardes van verkoping:*

1. Die eiendom sal verkoop word sonder reserwe aan die hoogste bieder 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 18,25% (agtien komma twee vyf 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 Van Rensburg Eiendomme en Veilings, Millers Ingelyf, Beaconhuis, Meadestraat 123, George, asook die Balju, Wellingtonstraat 36A, George.

Gedateer te George op hierdie 29ste dag van Mei 1995.

Millers Ingelyf, Eiser se Prokureurs, Meadestraat 123, George. (Verw. FB/AB/N1133m/N368/OLZ1.)

Saak 1265/95

## IN DIE LANDDROSHOF VIR DIE DISTRIK GEORGE GEHOU TE GEORGE

In die saak tussen **NBS Bank Beperk**, Eiser, en **Robert John Donachie**, Verweerder

Ingevolge 'n vonnis toegestaan in die Landdroshof, George, en 'n lasbrief vir eksekusie gedateer 20 April 1995 sal die volgende eiendom verkoop word deur Van Rensburg Eiendomme en Veilings aan die hoogste bieder op 22 Augustus 1995 om 10:00, te ondervermelde persele:

Erf 13870, geleë in die munisipaliteit en afdeling George, groot 1 329 m<sup>2</sup>, gehou kragtens Transportakte T80038/93 (ook bekend as Buitekantstraat, George Industria).

Die volgende verbeteringe is op die eiendom aangebring hoewel niks in hierdie opsig gewaarborg word nie:

Perseel bestaande uit 'n erf gesoneer met Industriële Besigheidsregte en 'n gebou met twee kantoorruimtes en twee pakkamers.

**Voorwaardes van verkoping:**

1. Die eiendom sal verkoop word sonder reserwe aan die hoogste bieder 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 19,25% (negentien komma twee vyf 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 Van Rensburg Eiendomme en Veilings, Millers Ingelyf, Beacons huis, Meadestraat 123, George, asook die Balju, Wellingtonstraat 36A, George.

Gedateer te George op hierdie 31ste dag van Mei 1995.

Millers Ingelyf, Eiser se Prokureurs, Meadestraat 123, George. (Verw. FB/AB/N1136m/N371/OM11.)

Case 5390/92

IN THE SUPREME COURT OF SOUTH AFRICA  
(Cape of Good Hope Provincial Division)

In the matter between **First National Bank of Southern Africa Limited**, Plaintiff, and **Copper Tavern Investments (Proprietary) Limited**, First Defendant, **Brian Melvyn Cloete**, Second Defendant, and **Gert van den Heever**, Third Defendant

Pursuant to a judgment of the above-mentioned Honourable Court in the above matter dated 1 July 1992, the following property shall be sold in execution by public auction on Friday, 18 August 1995 at 10:00, at the site:

Erf 241, Port Nolloth, in the Municipality Port Nolloth, Division of Namakwaland, measuring 238 (two hundred and thirty-eight) square metres, situated at 241 Boom Street, Port Nolloth, Division of Namakwaland, held under Deed of Transfer T33495/1990, comprising a brick and mortar private dwelling with asbestos roof, comprising three bedrooms, two bathrooms, kitchen, a lounge, dining-room and garage.

The conditions of sale will lie for inspection at the offices of the Sheriff of the Supreme Court, Springbok.

Bisset Boehmke McBlain, Attorneys for Plaintiff, 13th Floor, Cartwrights's Corner House, 19 Adderley Street, Cape Town.

Saak 1876/95

IN DIE LANDDROSHOF VIR DIE DISTRIK PAARL GEHOU TE PAARL

In die saak tussen **NBS Bank Beperk**, Eiser, en **G. L. Warries**, Eerste Verweerder, en **M. S. Warries**, Tweede Verweerder

Geliewe kennis te neem dat ter uitvoering van vonnis in bostaande saak, sal die eiendom hierna vermeld, per openbare veiling verkoop word op Maandag, 14 Augustus 1995 om 11:00, te Paarl Landdroshof:

Erf 17526, in die munisipaliteit en afdeling Paarl, groot 400 vierkante meter, gehou kragtens Transportakte T72794/90, synde 'n woonhuis geleë te Shirazstraat 22, Nederburg Heights, Paarl.

**Veilingsvoorwaardes:**

1. Die eiendom word aan die hoogste bieder verkoop, onderworpe aan die bepalings van die Wet op Landdroshowe en die reëls daarvolgens uitgevaardig en van die titelbewys insoverre dit van toepassing is.

2. Tien persent (10%) van die koopprys moet betaal word by ondertekening van die veilingsvoorwaardes of andersins soos die Balju mag reël. Die balans van die koopprys, tesame met rente teen 16,25% (sestien komma twee vyf persent) per jaar bereken vanaf datum van besit tot datum van betaling, moet betaal word teen registrasie van die eiendom in naam van die koper. Die balans koopprys moet binne veertien (14) dae na datum van die veiling versekureer word deur 'n goedgekeurde bankwaarborg.

3. Die volledige veilingsvoorwaardes lê ter insae by die kantore van die Balju geleë te Bredastraat 40, Paarl, en sal onmiddellik voor die veiling uitgelees word.

Van der Spuy & Vennote, Prokureurs vir Eiser, Thomstraat 36, Paarl.

Saak 4748/95

IN DIE LANDDROSHOF VIR DIE DISTRIK KUILSRIVIER GEHOU TE KUILSRIVIER

In die saak tussen **NBS Bank Beperk**, Eiser, en **R. P. en A. S. Bunting**, Verweerders

Eiendom geleë te Boekenhoutstraat 3, Forest Village, Blue Downs.

Ingevolge 'n vonnis van die Landdroshof, Kuilsrivier, gedateer 8 Junie 1995, en 'n lasbrief tot beslaglegging van onroerende eiendom word die eiendom hieronder beskryf, by die perseel te Boekenhoutstraat 3, Forest Village, Blue Downs, per publieke veiling te koop aangebied op 28 Augustus 1995 om 11:30:

Erf 2173, Blue Downs, ook bekend as Boekenhoutstraat 3, Forest Village, Blue Downs, afdeling Stellenbosch, groot 312 vierkante meter, gehou kragtens Transportakte T33989/90.

**Voorwaardes:**

1. Die eiendom sal deur die Afslaer en/of Balju Landdroshof, Kuilsrivier, verkoop word aan die hoogste bieder, onderhewig aan die hiernavermelde voorwaardes.

2. Indien die afslaer 'n fout by die verkoping maak, is so 'n fout nie op enige van die partye bindend nie, maar kan dit reggestel word. By die weiering van 'n bod, kan die eiendom onmiddellik vir verkoping aangebied word.

3. (a) Die koper moet 'n deposito van tien persent (10%) van die koopprys kontant op die dag van die verkoping betaal, die balans betaalbaar teen transport en verseker te word deur 'n waarborg van 'n bank of bouvereniging wat deur die Eiser se prokureurs goedgekeur is, die waarborg aan die Balju en/of afslaer binne sewe (7) dae na die datum van verkoping verstrekkend 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 19,25% (negentien 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 afslagersgelde op die dag van die verkoping betaal, asook hereregte, transportkoste en agterstallige belastinge en ander uitgawes wat nodig is om transport te laat geskied op versoek van die prokureur van die Vonniskskuldeiser 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, Kuilsriver en by die kantoor van die ondergemelde Bill Tolken Hendrikse & Vennote, Prokureurs van Eiser, Sarel Cilliersstraat 1, Bellville.

3 Julie 1995.

Bill Tolken Hendrikse & Vennote, Posbus 687, Sanlamhof, 7532. (Verw. mev. Swart/EBN480.)

Case 723/94

IN THE SUPREME COURT OF SOUTH AFRICA  
(Eastern Cape Division)

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Stanley Phillip Kara**, First Defendant, and **Monica Mary Kara**, Second Defendant

In execution of a judgment granted in the above Court on 7 July 1995 the following property will be sold by public auction at the Grand Hotel, High Street, Grahamstown, on 15 August 1995 at 11:00:

The right, title and interest in respect of Erf 856, Grahamstown, in extent 764 square metres, held under Deed of Transfer T35200/89.

The property consists of a house with three bedrooms, kitchen, lounge, dining-room, bathroom and garage.

*Conditions of sale:*

1. The property will be sold voetstoots to the highest bidder by public auction subject to any servitude and conditions attaching to the property contained in the relevant title.

2. All Municipal and Divisional Council rates shall be paid in full prior to transfer.

3. The purchaser shall pay a deposit of 10% (ten per centum) of the purchase price in cash on the day of the sale, the balance against transfer to be secured by a bank or building society guarantee to be furnished to the Sheriff within 14 days after the date of the sale.

4. The purchaser shall pay the auctioneer's charges on the day of the sale.

5. The full conditions of sale may be inspected at the offices of the Sheriff and at the offices of the attorneys for the Plaintiff.

Wheeldon Rushmere & Cole, Attorneys for Plaintiff, 119 High street, Grahamstown, 6140.

Saak 723/94

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA  
(Oos-Kaapse Afdeling)

In die saak tussen **Nedcor Bank Beperk**, Eiser, en **Stanley Phillip Kara**, Eerste Verweerder, en **Monica Mary Kara**, Tweede Verweerder

Kennis geskied hiermee dat daar ingevolge 'n vonnis van die bogemelde Agbare Hof gedateer 7 Julie 1994 die volgende onroerende eiendom te die Grand Hotel, Highstraat, Grahamstad, opgeveil sal word op 15 Augustus 1995 om 11:00:

Die reg, titel en belang in Erf 856, Grahamstad, groot 764 vierkante meter, gehou onder Transportakte T35200/89.

Die eiendom bestaan uit drie slaapkamers, 'n sitkamer, kombuis, badkamer, 'n eetkamer en 'n motorhawe.

*Verkoopvoorwaardes:*

1. Die eiendom word by wyse van 'n openbare veiling, voetstoots, aan die hoogste bieder verkoop, onderhewig aan enige servitute en titelvoorwaardes wat in die titelakte daarvan vervat is.

2. Alle munisipale- en afdelingsraad heffings en fooie sal voor die datum van oordrag deur die koper betaalbaar wees.

3. Die koper sal op die dag van die veiling 'n deposito van 10% (tien persent) van die verkoopprys betaal en die balans sal teen die registrasie van transport betaalbaar wees. Hierdie saldo sal by wyse van 'n bank- of bouvereniging waarborg verseker wees, welke waarborg binne 14 (veertien) dae na die datum van die verkoop aan die Balju gelewer moet word.

4. Die koper sal op die dag van die veiling die afslagersgelde betaal.

5. Die volledige verkoopvoorwaardes wat op hierdie veiling betrekking het, lê te die kantore van die Eiser se prokureurs en die Balju ter insae.

Wheeldon Rushmere & Cole, Prokureurs vir Eiser, Highstraat 119, Grahamstad, 6140.



Saak 4175/95

## IN DIE LANDDROSHOF VIR DIE DISTRIK UITENHAGE GEHOU TE UITENHAGE

In die saak tussen **Climax Concrete Products**, Eiser, en **Llewellyn Coombs**, Verweerder

Ter opvolging van 'n vonnis in die Landdroshof, Uitenhage, en 'n lasbrief vir eksekusie gedateer 23 Mei 1995 sal die goedere hieronder uiteengesit in eksekusie verkoop word aan die hoogste bieder op Donderdag, 11 Augustus 1995 om 09:30, te Noordstraat 36, Noord Einde, Port Elizabeth, naamlik:

Erf 14545, Bethelsdorp, geleë in die distrik Port Elizabeth, groot 275 vierkante meter.

Geteken te Uitenhage op hierdie 3de dag van Julie 1995.

G. P. van Rhyn Minnaar & Kie., Rhymingebou, Republiekplein, Uitenhage. (Verw. FAS/jvh/102573.)

Case 12517/93

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF BELLVILLE HELD AT BELLVILLE

In the matter between **The Standard Bank of South Africa Limited**, Execution Creditor, and **Colin George Compaan**, Execution Debtor

In terms of a judgment granted by the Magistrate's Court for the District of Bellville, dated 30 December 1993 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 24 August 1995 at 10:45:

Erf 8391, Bellville, in the Area of the Transitional Metropolitan Substructure Bellville, Cape Division, Western Cape Province, in extent 517 (five hundred and seventeen) square metres.

Erf 8392, Bellville, in the Area of the Transitional Metropolitan Substructure Bellville, Cape Division, Western Cape Province, in extent 515 (five hundred and fifteen) square metres.

Street address: 6 Lingen Street (also known as 21 Boston Street), Boston, Bellville.

*Conditions of sale:*

1. The property will be sold in execution without reserve and voetstoots to the highest bidder by public auction and subject to the provisions and conditions of the Magistrates' Courts Act, No. 32 of 1944, as amended and the rules applicable thereto and also the servitudes and conditions attaching to the property contained in the relevant title deeds.

2. The following information is furnished but not guaranteed: Entrance hall, lounge, dining-room, kitchen, four bedrooms, one and a half bathroom, garage, servant's room, w.c., shower, tiled roof and precast fencing.

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 8th day of July 1995.

W. de Braal, for Buchanan Boyes, Attorneys for Execution Creditor, Second Floor, Standard Bank Building, Kruskal Avenue, Bellville.

Saak 1840/93

## IN DIE LANDDROSHOF VIR DIE DISTRIK HERMANUS GEHOU TE HERMANUS

In die saak tussen **Hermans Munisipaliteit**, Eiser, en **S. Allie**, Eerste Verweerder, en **A. Hassan**, Tweede Verweerder

Ingevolge 'n vonnis in die Landdroshof te Hermanus en 'n lasbrief vir eksekusie sal die ondergenoemde vaste eiendom per publieke veiling verkoop word op 16 Augustus 1995 om 12:00, voor die Landdroshof te Hermanus:

Erf 408, Hawston, in the gebied van die Groter Hermanus Plaaslike Oorgangsraad, afdeling Caledon, provinsie van die Wes-Kaap, geleë te hoek van Kerkstraat en Chesterweg, Hawston, groot 437 (vierhonderd sewe-en-dertig) vierkante meter, gehou kragtens Transportakte T38515/1979.

Die verbetering op die eiendom bestaan uit die volgende:

Drie winkels. Eerste winkel: Algemene handelaar, stoorkamer, badkamer, kombuis en slaapkamer.

Tweede en derde winkel: Slaghuis en viswinkel, koelkamer, twee stoorkamers, kombuis, badkamer en slaapkamer.

*Verkoopvoorwaardes:*

1. Die veiling is onderhewig aan die bepalings van die Landdroshofwet, Wet No. 32 van 1944, soos gewysig, en die eiendom word voetstoots verkoop aan die hoogste bieder, onderhewig aan die voorwaardes van artikel 66 van die bogenoemde Wet.

2. Tien persent van die koopprijs van die eiendom moet betaal word in kontant of deur middel van 'n bankgewaarborgde tjek tydens ondertekening van die verkoopvoorwaardes sodra die eiendom as verkoop verklaar word, of soos andersins gereël mag word met die Balju en die balans van die koopprijs tesame met die rente daarop verreken teen 10% (tien persent) is betaalbaar teen registrasie van die transport. Sodanige bedrag moet gewaarborg word deur middel van 'n behoorlike en goedgekeurde bankwaarborg of bouvereniging wat gelewer moet word aan die Eiser se prokureur binne 14 dae na die waarborg.

3. Die volledige verkoopvoorwaardes wat deur die Balju onmiddellik voor die verkoping uitgelees sal word, kan geïnspekteer word by die Balju, Hermanus se kantoor.

Guthrie & Theron, Prokureur vir Eiser, Hoofweg 77, Hermanus, 7200.

Case 15405/95

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF BELLVILLE HELD AT BELLVILLE

In the matter between **NBS Bank Limited**, Plaintiff, and **Matthys Andreas Strumpher**, Defendant

Be pleased to take notice that pursuant to a judgment in the above Honourable Court, granted on 27 June 1995, the undermentioned property will be sold in execution at the premises on Tuesday, 29 August 1995 at 12:45:

## (1) A Unit consisting of:

(a) Section 20 as shown and more fully described on Sectional Plan SS61/1986, in the scheme known as Ohna-Carrara in respect of the land and building or buildings situated at Parow, in the area of the Transitional Metropolitan Sub-structure Parow of which section the floor area, according to the sectional plan, is 85 (eighty-five) square metres in extent; and

(b) an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan, held under Deed of Transfer ST14247/94.

## (2) A Unit consisting of:

(a) Section 27, as shown and more fully described on Sectional Plan SS61/1986, in the scheme known as Ohna-Carrara in respect of the land and building or buildings, situated at Parow, in the area of the Transitional Metropolitan Sub-structure Parow, of which section the floor area, according to the sectional plan, is 20 (twenty) 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 ST14247/94, also known as 84 Ohna Carrera, Prinsloo Street, Parow Valley.

Comprising lounge, bedroom, kitchen, bathroom and toilet.

The sale shall be by public auction without reserve to the highest bidder, subject to the Magistrates' Courts Act and rules.

10% of the price is payable at the time of the sale with the balance plus interest thereon at the bondholder's prevailing rate will be payable upon registration of transfer. The full conditions of sale may be perused at the offices of Sheriff of the Court for Bellville, and will be read out by the auctioneer prior to the sale.

Smuts Kemp Smal & Durr, Plaintiff's Attorneys, 75 Voortrekker Road, Bellville. [Tel. (021) 945-3646.] (Ref. K. G. Kemp/ivs/19212.)

Case 10107/93

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

In the matter between **NBS Bank Limited**, Execution Creditor, and **Nathan Thomas Cottle**, First Execution Debtor, and **Theresa Claudette Cottle**, Second Execution Debtor

The following property will be sold in execution at the premises, namely 5 York Crescent, Malibu Village, Blue Downs, on Wednesday, 23 August 1995 at 10:00, to the highest bidder:

*Certain:* Erf 3263, Blue Downs, in the Lower Kuils River 1 Local Area, Stellenbosch Division, in extent 203 (two hundred and three) square metres, held by Deed of Transfer T27600/1989, also known as 5 York Crescent, Malibu Village, Blue Downs.

1. The sale will be subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, as amended, and the rules made thereunder and of the title deeds of the property in so far as same are applicable.

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

*Dwelling:* Two bedrooms, bathroom, toilet, lounge and kitchen. Asbestos roof.

3. *Payment:* Ten per centum (10%) of the purchase price must be paid in cash or by deposit-taking institution guaranteed cheque at the time of the sale and the balance plus interest at the current rate of 18% (eighteen per centum) per annum, calculated on the Judgment Creditor's claim from the date of sale to date of transfer) against registration of transfer, which amounts are to be secured by an approved guarantee of a deposit-taking institution, to be delivered within 14 days after sale.

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, 29 Northumberland Street, Bellville.

Dated at Cape Town on this 28th day of June 1995.

Van Dyk Potgieter Meyer Inc., Judgment Creditor's Attorneys, Fifth Floor, Monex House, 47 Strand Street, Cape Town. (Tel. 26-2670.) (Ref. 1506.51385/F. C. Dorey.)

Case 37005/94

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF THE CAPE HELD AT CAPE TOWN

In the matter between **First National Bank of S.A. Limited**, Plaintiff, and **Katharine Ann Halliday Blom**, Defendant

In pursuance of a judgment of the above Honourable Court, the property described hereunder will be sold at the premises of the immovable property, commonly known as 1 Watermeyer Road, Table View, on Tuesday, 22 August 1995 at 11:30, namely:

Erf 10651, Milnerton, in the area of the Transitional Metropolitan Substructure of Cape Town, Cape Division, in extent 963 (nine hundred and sixty-three) square metres, held by Deed of Transfer T5269/1994, commonly known as 1 Watermeyer Road, Table View, which property is said, without warranty as to the correctness thereof, to comprise of:

Brick dwelling with tiled roof, four bedrooms with built-in cupboards, two bathrooms, kitchen, dining-room, lounge, semi-enclosed patio, double garage, pool and enclosed grounds.

*Conditions of sale:*

1. The sale is subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, the property being sold voetstoots as it stands and subject to the conditions of the existing title deed.

2. One tenth ( $\frac{1}{10}$ ) of the purchase price shall be paid immediately after the property is declared to be sold and the balance of the purchase price together with interest thereon at the current bank rate to be paid against registration of transfer, which shall be given and taken as soon as possible after the sale.

3. The balance [plus interest at the current rate of 17,25% (seventeen comma two five per centum) per annum, subject to change, calculated on the capital Judgment Creditor's claim from date of sale to date of transfer] against registration of transfer, which amounts are to be secured by approved guarantee of a deposit-taking institution to be delivered within 14 days of the sale.

4. The complete conditions of sale will be read out at the time of the sale and may be inspected prior thereto at the offices of the Messenger of the Court, and at the offices of the undersigned.

Dated at Cape Town this 7th day of July 1995.

Lindsay & Associates, Attorneys for Plaintiff, Seventh Floor, 56 Shortmarket Street, Cape Town, 8001. (Tel. 23-7300.) (Ref. Mrs P. Waters/gw 22776.)

Case 2094/95

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

In the matter between **Saambou Bank Limited**, Execution Creditor, and **Ronald Arthur Storey**, Execution Debtor

Take notice that the following immovable property will be sold in execution of judgment by public auction without reserve to the highest bidder on 23 August 1995 at 10:00, at the said property, namely Erf 2945, Gordon's Bay, situated in the Municipality of Gordon's Bay, Division of Stellenbosch, Western Cape Province:

*Short description of property:*

*Physical address:* 51 Beachcomber Close, Gordon's Bay.

*Measuring:* 474 (four hundred and seventy-four) square metres.

*Improvements:* House *inter alia* with two bedrooms, lounge, kitchen, toilet/bathroom and garage. (These improvements are reported but nothing is guaranteed or to be construed as a representation).

*Material conditions of sale:*

1. Full and complete conditions of sale will be read immediately before the sale and are available for inspection at the offices of the Sheriff at 4 Kleinbos Avenue, Strand, and the Judgment Creditors attorney at the address stated hereunder.

2. The sale is subject to the provisions of the Magistrates' Courts Act and rules.

*3. Payment:*

3.1 (a) One tenth ( $\frac{1}{10}$ ) of the purchase price in cash or by means of bank-marked cheque to the Sheriff of the Court, for the account of the Execution Creditor, such payment to be made on the day of the sale.

3.2 (b) The balance of the purchase price to be paid in cash against registration of transfer, which is to be given and taken forthwith. The purchaser shall within 14 (fourteen) days after the date of sale furnish the Execution Creditor with a bank or building society guarantee to the Execution Creditor's satisfaction for the due payment of the balance of the purchase price and interest against transfer and due fulfilment of all his obligations under these conditions of sale.

3.3 (c) In addition, the purchaser shall pay interest to the present Bondholder, namely, Saambou Bank Limited, at the current rate of 19% (nineteen per centum) per year calculated on the balance owing under the Mortgage Bond. Such interest calculated from date of sale to date of registration of transfer shall be paid by the purchaser to the Bondholder's attorneys.

Signed at Somerset-West on this the 11th day of July 1995.

Ettienne Barnard, Attorney for Judgment Creditor, 2 Carmel Court, Dirkie Uys Street, P.O. Box 3346, Somerset West, 7129. [Tel. (024) 852-7780/1.] (Ref. EB/lu/S220)

Saak 25371/94

IN DIE LANDDROSHOF VIR DIE DISTRIK BELLVILLE GEHOU TE BELLVILLE

In die saak tussen **Mev. R. Crouch**, Eiser, en **Peter Solomons**, Verweerder

Ingevolge 'n vonnis van die Landdroshof, Bellville, gedateer 29 Maart 1995, en 'n lasbrief tot beslaglegging van onroerende eiendom word die eiendom hieronder beskryf, by die perseel te Landdroskantoor, Mitchells Plain, per publieke veiling te koop aangebied op 22 Augustus 1995 om 10:00:

Erf 5232, Mitchells Plain, ook bekend as Lilleystraat 4, Lenteguur, Mitchells Plain, afdeling Kaap, groot 117 vierkante meter, gehou kragtens Transportakte T30025/94.

*Voorwaardes:*

1. Die eiendom sal deur die Afslaer en/of Balju, Landdroshof, Mitchells Plain, 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 15,50% (vyftien komma vyf persent) per jaar op die balans van die koopprys, vanaf die verloop van een maand na die verkoping tot datum van transport.

4. Die koper moet afslaersgelde op die dag van die verkoping betaal, asook hereregte, transportkoste en agterstallige belastinge en ander uitgawes wat nodig is om transport te laat geskied op versoek van die prokureur van die Vonniskskuldeiser 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, Mitchells Plain, en by die kantoor van die ondergemelde Bill Tolken Hendrikse & Vennote, Prokureurs van Eiser, Sarel Cilliersstraat 1, Bellville.

*Datum:* 12 Julie 1995.

Bill Tolken Hendrikse & Vennote, Posbus 687, Sanlamhof, 7532. (Verw. mev. Swart/DC010.)

**Case 6803/95**

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

In the matter between **First National Bank of S.A. Limited**, Plaintiff, and **Thembeka Theresa Manata**, Defendant

In pursuance of a judgment of the above Honourable Court, the property described hereunder will be sold at the premises of the immovable property, commonly known as 110 Emerald Way, Summer Greens, on Tuesday, 15 August 1995 at 11:30, namely:

Erf 4129, Montaque Gardens, in the area of the Transitional Metropolitan Substructure of Cape Town, Cape Division, in extent 351 (three hundred and fifty-one) square metres, held by Deed of Transfer T49357/1994, commonly known as 110 Emerald Way, Summer Greens, which property is said, without warranty as to the correctness thereof, to comprise of:

Four bedrooms, en suite bathroom, bathroom and separate toilet, dining-room/lounge combined, kitchen and single garage.

*Conditions of sale:*

1. The sale is subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, the property being sold voetstoots as it stands and subject to the conditions of the existing title deed.

2. One tenth ( $\frac{1}{10}$ ) of the purchase price shall be paid immediately after the property is declared to be sold and the balance of the purchase price together with interest thereon at the current bank rate to be paid against registration of transfer, which shall be given and taken as soon as possible after the sale.

3. The balance [plus interest at the current rate of 17,25% (seventeen comma two five per centum) per annum, subject to change, calculated on the capital Judgment Creditor's claim from date of sale to date of transfer] against registration of transfer, which amounts are to be secured by approved guarantee of a deposit-taking institution to be delivered within 14 days of the sale.

4. The complete conditions of sale will be read out at the time of the sale and may be inspected prior thereto at the offices of the Messenger of the Court, and at the offices of the undersigned.

Dated at Cape Town this 4th day of July 1995.

Lindsay & Associates, Attorneys for Plaintiff, Seventh Floor, 56 Shortmarket Street, Cape Town, 8001. (Tel. 23-7300.) (Ref. Mrs P. Waters/gw 23219.)

**Case 35135/93**

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT ELIZABETH HELD AT TODD CHAMBERS, TODD STREET, PORT ELIZABETH

In the matter between **Standard Bank of South Africa Limited**, Plaintiff, and **Moses Letiyana**, Defendant

In pursuance of a judgment of the above Honourable Court dated 11 November 1993, and an attachment in execution dated 15 May 1995, the following property will be sold at the front entrance of the New Law Courts, North End, Port Elizabeth, by public auction on Friday, 18 August 1995 at 14:15:

Erf 12995, Motherwell, situated in the area of the Town Council of Motherwell, Administrative District of Uitenhage, in extent 205 square metres, situated at Erf 12995, Motherwell (formerly Erf 730, Motherwell NU9), Ngwevana Street, Motherwell NU9, 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 for Port Elizabeth North, Danellyn Building, 12 Theale Street, North End, Port Elizabeth or at Plaintiff's attorneys.

Further details can be obtained from the offices of Plaintiff at 1 Pickering Street, Newton Park, Port Elizabeth, telephone 391-2611.

*Terms:* 10% (ten per centum) deposit and Sheriff's charges of 5% (five per centum) of the proceeds of the sale which shall be paid by the purchaser up to a price of R20 000 and thereafter 3% (three per centum) up to a maximum fee of R6 000, subject to a minimum of R200 on the date of sale, the balance against transfer to be secured by a bank or building society guarantee, to be approved of by Plaintiff's attorneys, to be furnished to the Sheriff within twenty-one (21) days from the date of the sale.

Dated at Port Elizabeth this 14th day of June 1995.

A. Beyleveld, for Loon & Connellan Inc., Plaintiff's Attorneys, 4 Cape Road, Port Elizabeth. (AB/lc/S080.)

Saak 573/94

## IN DIE LANDDROSHOF VIR DIE DISTRIK GRABOUW GEHOU TE GRABOUW

In die saak tussen **Beta Kilo Garage (Edms.) Beperk**, Eiser, en **Koos Visser**, Verweerder

Ingevolge 'n vonnis gegee deur die Landdroshof, Grabouw, op 25 November 1994, en 'n lasbrief vir uitvoering uitgereik op 23 Januarie 1995, sal die eiendom bekend as Erf 5146, Kleinmond, in die munisipaliteit Kleinmond, afdeling Caledon, groot 595 (vyfhonderd vyf-en-negentig) vierkante meter, gehou kragtens Transportakte T61443/1988 en ook beter bekend as Esseboomstraat 3, Kleinmond, in eksekusie verkoop word op 18 Augustus 1995 om 11:00, te bogenoemde adres op die terme en voorwaardes wat onmiddellik voor die verkoping uitgelees sal word en wat intussen by die kantoor van die Balju van die Landdroshof, Caledon, en by die kantore van die ondergetekende nagegaan mag word.

*Die wesentlike terme en voorwaardes van die verkoping is as volg:*

1. Die koper sal 10% (tien persent) van die koopprys onmiddellik na die verkoping betaal en sal 'n bank- of bougenootskapwaarborg wat deur die Eiser se prokureurs aanvaarbaar is, verskaf vir die uitstaande koopprys en rente daarop binne 14 dae na die datum van verkoping.

2. Benewens die koopprys sal die koper alle koste van die Raad ten opsigte van agterstallige eiendomsbelasting en boetes sowel as invorderingskommissie, indien enige, tesame met rente aan die Eiser op die kapitale bedrag bereken teen 22% (twee-en-twintig persent) per jaar vanaf datum van verkoop tot datum van registrasie van oordrag, beide datums ingesluit, betaal.

3. Die verkoop is onderhewig aan die terme en voorwaardes van die Wet op Landdroshowe en die reëls daarkragtens uitgevaardig.

4. Dit word beweer dat die volgende verbeteringe op die eiendom is, maar niks word in hierdie opsig gewaarborg nie.

Gedateer te Grabouw op hierdie 14de dag van Julie 1995.

B. D. le Roux, vir Claughton Le Roux & Wehmeyer, Hoofstraat, Grabouw.

Saak 32963/94

PH 267

## IN DIE HOOGEREGSHOF VAN SUID-AFRIKA

(Witwatersrandse Plaaslike Afdeling)

In die saak tussen **ABSA Bank Beperk (Trust Bank Divisie)**, Eiser, en **Select Capital Markets (Pty) Limited**, Eerste Verweerder, **Theodosiou Dimetrys**, Tweede Verweerder, **Theodosiou Sedrick Christos**, Derde Verweerder, **Theodosiou Antonys**, Vierde Verweerder, **Jazpaul Investments (Pty) Limited**, Vyfde Verweerder, **Dascor Investments (Pty) Limited**, Sesde Verweerder, **Pulcheria House (Pty) Limited**, Sewende Verweerder, en **Aphrodite Interests (Pty) Limited**, Agtste 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 by 44A Fourth Beach, Clifton, Kaapstad, op Donderdag, 17 Augustus 1995 om 10:30, van die ondervermelde eiendom van die Verweerders op die voorwaardes wat lê ter insae by die kantore van die Balju van die Hooggeregshof, Kaapstad, te Mandatumgebou, Barrackstraat, Kaapstad:

Sekere Erf 432, in die dorpsgebied van Clifton, waarvan die grootte 417 vierkante meter is, gehou deur die Verweerders kragtens Akte van Transport T73180/92, synde 44A Fourth Beach, Clifton, Kaapstad.

*Spesiale voorwaardes:*

1. Onderworpe aan die voorwaarde saamgevat in die Akte van Konsessie gedateer 9 Mei 1923 (Cape Freeholds Vol. 32 No. 17) gelees as volg:

Onderworpe, nietimin aan alle sulke verpligtinge en regulasies soos reeds, of sal in die toekoms vasgestel word aangaande sulke eiendom.

2. Onderworpe aan die voorwaardes ingestel deur die Munisipaliteit van Kaapstad soos uiteengesit in die Titellakte T73180/1992.

Die volgende inligting word verskaf insake verbeteringe, alhoewel geen waarborg in verband daarmee gegee kan word nie: *Die woonhuis bestaan uit:* Die grond is onbeset.

*Bepalings:* 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.

Die koper moet afslaersgelde betaal bereken teen 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). Minimum bedrag R200 (tweehonderd rand).

Gedateer te Johannesburg hierdie 14de dag van Junie 1995.

Routledges Incorporated, Eiser se Prokureurs, Vyfde Verdieping, Unitedgebou, Kruisstraat 41, Johannesburg. (Tel. 331-0511.) (Verw. I.90342/mnr. Canny/mnr. Brewer/djl.)

## IN DIE LANDDROSHOF VIR DIE DISTRIK BELLVILLE GEHOU TE BELLVILLE

In die saak tussen **Saambou Bank Beperk**, Eiser, en **Fredrick Peter Swart**, Verweerder

In die gemelde saak sal 'n veiling gehou word op 30 Augustus 1995 om 12:00, op die plek te Cherry Place 1, Blue Cranesingel, Durbanville:

Erf 4862, Durbanville, groot 555 vierkante meter, gehou deur die Verweerder kragtens Transportakte T35550, gedateer 1989.

*Verkoopvoorwaardes:*

1. Die veiling is onderworpe aan die bepalings en voorwaardes van die Wet op Landdroshowe, No. 32 van 1944, en die eiendom word voetstoots verkoop onderworpe aan die voorwaardes van die bestaande titelbewys.

2. Een tiende van die koopprys word onmiddellik betaal nadat die eiendom as verkoop verklaar is en die balans van die koopprys tesame rente daarop teen 15,5% (vyftien komma vyf persent) betaal te word teen registrasie van oordrag wat onverwyld na die veiling gegee en geneem sal word.

3. Die volgende verbeteringe is op die eiendom aangebring (hoewel niks in hierdie opsig gewaarborg word nie): 'n Woonhuis bestaande uit teëldak, baksteenmure, sitkamer, kombuis, drie slaapkamers en een en 'n half badkamer met motorhuis.

4. Die volledige veilingvoorwaardes sal ten tye van die veiling voorgelees word en lê voor die tyd ter insae in die kantoor van die ondergetekende.

Gedateer te Goodwood op hierdie 20ste dag van Julie 1995.

Van Zyl's, Prokureur vir Vonniskskuldeiser, Eerste Verdieping, M-Net Park, Neels Bothmastraat, N1 Stad, Goodwood. (Verw. JJVZ/mvv/S03204.)

Saak 318/95

## IN DIE LANDDROSHOF VIR DIE DISTRIK GEORGE GEHOU TE GEORGE

In die saak tussen **ABSA Bank Beperk**, voorheen United Bank Beperk, voorheen United Bouvereniging, Eksekusieskuldeiser, en **Rachus Engelard Muller**, Eerste Eksekusieskuldenaar, en **Franciska Muller**, Tweede Eksekusieskuldenaar

Ter uitvoering van 'n vonnis van bogemelde Agbare Hof gedateer 17 Maart 1995, en daaropvolgende lasbrief vir eksekusie gedateer 17 Maart 1995 sal die ondergemelde eiendom per openbare veiling in eksekusie verkoop word op 16 Augustus 1995 om 10:00, te Cradockstraat 68, George:

Erf 2394, George, in die munisipaliteit en afdeling George, groot 977 (negehonderd sewe-en-sewentig) vierkante meter, geleë te Cradockstraat 68, George, en bestaande uit sitkamer, eetkamer, studeerkamer, kombuis, drie slaapkamers, badkamer/toilet en motorhuis, maar ten opsigte daarvan kan geen waarborg gegee word nie.

*Voorwaardes:* Die eiendom sal voetstoots sonder reserwe en onderworpe aan die voorskrifte van die Landdroshofwet en reëls daaronder aan die hoogste bieder verkoop word. Die koper moet 10% (tien persent) van die koopprys in kontant op die dag van die verkoping aan die Geregsbode betaal. Die balans moet binne veertien (14) dae na datum van verkoping verseker word deur 'n bank- of bouverenigingwaarborg, betaalbaar teen registrasie van transport.

Die volle voorwaardes van verkoping sal gedurende kantoorure ter insae lê by die kantore van die ondergetekendes en van die Geregsbode, Wellingtonstraat 36A, George, en sal onmiddellik voor die verkoping uitgelees word deur die afslaer.

Stadler & Swart, Prokureurs vir Eksekusieskuldeiser, Donerailestraat 3, George.

Saak 492/95

## IN DIE LANDDROSHOF VIR DIE DISTRIK GEORGE GEHOU TE GEORGE

In die saak tussen **ABSA Bank Beperk**, voorheen United Bank Beperk, voorheen United Bouvereniging, Eksekusieskuldeiser, en **Petrus Jacobus Hendricks**, Eerste Eksekusieskuldenaar, en **Doreen Evelyn Hendricks**, Tweede Eksekusieskuldenaar

Ter uitvoering van 'n vonnis van bogemelde Agbare Hof, gedateer 17 Maart 1995, en daaropvolgende lasbrief vir eksekusie gedateer 17 Maart 1995, sal die ondergemelde eiendom per openbare veiling in eksekusie verkoop word op 16 Augustus 1995 om 10:30, te Missionstraat 74, Pacaltsdorp:

Erf 3817, Pacaltsdorp, in die munisipaliteit Pacaltsdorp, administratiewe distrik George, groot 450 (vierhonderd en vyftig) vierkante meter, geleë te Missionstraat 74, Pacaltsdorp, en bestaande uit sitkamer, twee slaapkamers, kombuis en badkamer/toilet, maar ten opsigte daarvan kan geen waarborg gegee word nie.

*Voorwaardes:* Die eiendom sal voetstoots sonder reserwe en onderworpe aan die voorskrifte van die Landdroshofwet en reëls daaronder aan die hoogste bieder verkoop word. Die koper moet 10% (tien persent) van die koopprys in kontant op die dag van die verkoping aan die Geregsbode betaal. Die balans moet binne veertien (14) dae na datum van verkoping verseker word deur 'n bank- of bouverenigingwaarborg, betaalbaar teen registrasie van transport.

Die volle voorwaardes van verkoping sal gedurende kantoorure ter insae lê by die kantore van die ondergetekendes en van die Geregsbode, Wellingtonstraat 36A, George, en sal onmiddellik voor die verkoping uitgelees word deur die afslaer.

Stadler & Swart, Prokureurs vir Eksekusieskuldeiser, Donerailestraat 3, George.



Saak 4016/94

## IN DIE LANDDROSHOF VIR DIE DISTRIK GEORGE GEHOU TE GEORGE

In die saak tussen **ABSA Bank Beperk**, voorheen United Bank Beperk, voorheen United Bouvereniging, Eksekusieskuldeiser, en **Patric Johannes Ruiters**, Eerste Eksekusieskuldenaar, en **Elizabeth Ruiters**, Tweede Eksekusieskuldenaar

Ter uitvoering van 'n vonnis van bogemelde Agbare Hof gedateer 9 November 1994, en daaropvolgende lasbrief vir eksekusie gedateer 9 November 1994, sal die ondergemelde eiendom per openbare veiling in eksekusie verkoop word op 16 Augustus 1995 om 11:00, te Golfstraat 67, Parkdene, George:

Erf 11197, George, geleë in die munisipaliteit en administratiewe distrik George, groot 499 (vierhonderd nege-en-negentig) vierkante meter, geleë te Golfstraat 67, Parkdene, George, en bestaande uit sitkamer, twee slaapkamers, kombuis en badkamer/toilet, maar ten opsigte daarvan kan geen waarborg gegee word nie.

**Voorwaardes:** Die eiendom sal voetstoots sonder reserwe en onderworpe aan die voorskrifte van die Landdroshofwet en reëls daaronder aan die hoogste bieder verkoop word. Die koper moet 10% (tien persent) van die koopprijs in kontant op die dag van die verkoping aan die Geregsbode betaal.

Die balans moet binne veertien (14) dae na datum van verkoping verseker word deur 'n bank- of bouverenigingwaarborg, betaalbaar teen registrasie van transport.

Die volle voorwaardes van verkoping sal gedurende kantoorure ter insae lê by die kantore van die ondergetekendes en van die Geregsbode, Wellingtonstraat 36A, George, en sal onmiddellik voor die verkoping uitgelees word deur die afslaer.

Stadler & Swart, Prokureurs vir Eksekusieskuldeiser, Donerailestraat 3, George.

Saak 494/95

## IN DIE LANDDROSHOF VIR DIE DISTRIK GEORGE GEHOU TE GEORGE

In die saak tussen **ABSA Bank Beperk**, voorheen Allied Bank Beperk, voorheen Allied Bouvereniging, Eksekusieskuldeiser, en **Eugene Peter Malinaric**, Eksekusieskuldenaar

Ter uitvoering van 'n vonnis van bogemelde Agbare Hof gedateer 22 Maart 1995, en daaropvolgende lasbrief vir eksekusie gedateer 22 Maart 1995, sal die ondergemelde eiendom per openbare veiling in eksekusie verkoop word op 16 Augustus 1995 om 12:00, te Vyfde Laan, Wildernis-Oos:

Erf 873, Wildernis, in die gebied van die Plaaslike Raad Wildernis, afdeling George, groot 927 (negehonderd sewe-en-twintig) vierkante meter, geleë te Vyfde Laan, Wildernis-Oos, en bestaande uit lê erf, maar ten opsigte daarvan kan geen waarborg gegee word nie.

**Voorwaardes:** Die eiendom sal voetstoots sonder reserwe en onderworpe aan die voorskrifte van die Landdroshofwet en reëls daaronder aan die hoogste bieder verkoop word. Die koper moet 10% (tien persent) van die koopprijs in kontant op die dag van die verkoping aan die Geregsbode betaal. Die balans moet binne veertien (14) dae na datum van verkoping verseker word deur 'n bank- of bouverenigingwaarborg, betaalbaar teen registrasie van transport.

Die volle voorwaardes van verkoping sal gedurende kantoorure ter insae lê by die kantore van die ondergetekendes en van die Geregsbode, Wellingtonstraat 36A, Geregsbode, en sal onmiddellik voor die verkoping uitgelees word deur die afslaer.

Stadler & Swart, Prokureurs vir Eksekusieskuldeiser, Donerailestraat 3, George.

Saak 18635/94

## IN DIE LANDDROSHOF VIR DIE DISTRIK PORT ELIZABETH GEHOU TE TODDKAMERS, TODDSTRAAT, PORT ELIZABETH

In die saak tussen **ABSA Bank Beperk**, Eiser, en **Zukile Magobiyana**, Verweerder

Ter uitvoering van 'n vonnis van die bogemelde Agbare Hof dateer 11 November 1994, sal die hiernabeskrewe vaste eiendom in eksekusie verkoop word op 18 Augustus 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 20659, Ibhayi, groot 320 vierkante meter, gehou kragtens Transportakte TL3361/1988, ook bekend as Masupastraat 2, New Brighton, Port Elizabeth.

Die eiendom kan geïnspekteer word in oorleg met die Balju van die Landdroshof, Port Elizabeth-Noord (Tel. 543887).

**Betaalvoorwaardes:** Tien persent (10%) van die koopprijs moet onmiddellik na die veiling tesame met die Afslaers en/of Balju-kommissie betaal word. Die balans-koopprijs is betaalbaar teen oordrag en moet verseker word deur 'n waarborg goedgekeur deur die Eiser se Prokureur en wat aan hom binne veertien (14) dae na die verkoping verskaf moet word.

**Verkoopvoorwaardes:** Die volledige verkoopvoorwaardes lê ter insae by die Balju van die Landdroshof, Port Elizabeth-Noord (Tel. 543887).

**Datum:** 17 Julie 1995.

Greyvensteins Ing., St George Huis, Parkrylaan 104, Port Elizabeth. (Verw. H. le Roux/sh/Z21212.)

Saak 16887/94

## IN DIE LANDDROSHOF VIR DIE DISTRIK BELLVILLE GEHOU TE BELLVILLE

In die saak tussen **Saambou Bank Beperk**, Eiser, en **mnr. Hendrik Smit**, Verweerder

In die gemelde saak sal 'n veiling gehou word op 30 Augustus 1995 om 12:45, op die plek te La Dumainesingel 20, Bellville: Erf 32089, Bellville, groot 306 vierkante meter, gehou deur die Verweerder kragtens Transportakte T31064 gedateer 1993.

*Verkoopvoorwaardes:*

1. Die veiling is onderworpe aan die bepalings en voorwaardes van die Wet op Landdroshowe, No. 32 van 1944, en die eiendom word voetstoots verkoop onderworpe aan die voorwaardes van die bestaande titelbewys.

2. Een-tiende ( $\frac{1}{10}$ ) van die koopprys word onmiddellik betaal nadat die eiendom as verkoop verklaar is en die balans van die koopprys tesame met rente daarop teen 15,50% (vyftien komma vyf nul persent) betaal te word teen registrasie van oordrag wat onverwyld na die veiling gegee en geneem sal word.

3. Die volgende verbeteringe is op die eiendom aangebring (alhoewel niks in hierdie opsig gewaarborg word nie): 'n Maisonettes bestaande uit teëldak, baksteenmure, sitkamer, kombuis, drie slaapkamers en badkamer met motorhuis.

4. Die volledige veilingvoorwaardes sal ten tye van die veiling voorgelees word en lê voor die tyd ter insae in die kantoor van die ondergetekende.

Gedateer te Goodwood op hierdie 20ste dag van Julie 1995.

Van Zyl's, Prokureur vir Vonnissskuldeiser, Eerste Verdieping, M-Net Park, Neels Bothmastraat, N1 Stad, Goodwood. (Verw. JJVZ/mvv/S03076.)

Case 04736/93

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KIMBERLEY HELD AT KIMBERLEY

In the matter between **Dhirajlal Naik**, Plaintiff, and **Peet Struwig**, Defendant

In pursuance of a judgment of the above Honourable Court granted on 12 August 1994 the following property will be sold in execution to the highest bidder on 3 August 1995 at 10:00, at the Magistrate's Court, Kimberley:

Erf 12158, Kimberley, situated in the Municipality and Administration, District of Kimberley, measuring 845 square metres, held by Deed of Transfer 1324/1989, also known as 29A Schmidtsdrift Road, Kimberley.

The property is a Residential dwelling but nothing is guaranteed.

*Conditions of sale:* Ten per cent (10%) of the purchase price is payable immediately after the sale together with auctioneer's commission and the balance against registration of the property in the name of the purchaser, which balance must be guaranteed by a bank or building society or other guarantee. Further conditions of sale can be inspected at offices of the Deputy Sheriff at Kimberley.

Dated at Kimberley this 18th day of July 1995.

G. H. Akharwaray & Associates, corner of Roper and St Cyprians Way, off Transvaal Road, Kimberley.

---

**NATAL**

---

Case 4180/95

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PINETOWN HELD AT PINETOWN

In the matter between **ABSA Bank Ltd**, Plaintiff, and **S. P. Jacobs**, Defendant

In pursuance of a judgment of the Court of the Magistrate, Pinetown, dated 16 May 1995, and writ of execution dated 18 May 1995, the immovable property listed hereunder will be sold in execution on Friday, 25 August 1995 at 10:00, at the front entrance of the Magistrate's Court, 22 Chancery Lane, Pinetown, to the highest bidder:

*Property description:* Lot 1080, New Germany (Extension 10), situated in the Borough of New Germany, and in the Port Natal-Ebhodwe Joint Services Board Area, Administrative District of Natal, in extent 1 036 square metres and held under Deed of Transfer T5422/91.

*Physical address:* 15 Louis Walter Road, New Germany.

*Conditions:*

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

2. The following improvements on the property are reported, but not guaranteed: Dwelling under brick and tile, lounge, dining-room, kitchen, three bedrooms, bath and toilet, toilet and shower, single garage, servants' quarters with toilet and shower and vinal pool.

3. The purchase price shall be paid as to 10% (ten per centum) thereof on the signing of the conditions of sale, and the full balance together with interest on the full amount of the Plaintiff's claim at the rate of 16% (sixteen per centum) per annum to date of payment, within fourteen (14) days, to be paid or secured by an approved bank or building society guarantee.

4. The full conditions of sale which will be read out by the Sheriff of the Court, Pinetown, immediately prior to the sale may be inspected at his office a 62 Caversham Road, Pinetown, Natal.

Dated at Pinetown this 10th day of July 1995.

A. T. Kitching, for Geyser, Liebetrau, Du Toit & Louw, Plaintiff's Attorneys, Fourth Floor, Chartered House, 75 Crompton Street, Pinetown. (Ref. ATK/ai/T381.)

## Case 5696/95

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PIETERMARITZBURG HELD AT PIETERMARITZBURG

In the matter between **NBS Bank Limited** (Reg. No. 87/01384/06), Judgment Creditor, and **El-Mar-Mo Beleggings BK**, Judgment Debtor

In pursuance of a judgment in the above Court and writ of execution dated 20 March 1995, the immovable property listed hereunder will be sold in execution on Friday, 11 August 1995 at 11:00, by the Sheriff for the Magistrate's Court, Pietermaritzburg, at the Sheriff's Saleroom, 277 Berg Street, Pietermaritzburg, to the highest bidder without reserve, subject to the conditions of sale that will be read out by the auctioneer:

Lot 258, Winterskloof, situated in the Mount Michael Health Committee Area, Administrative District of Natal, in extent 1,4087 (one comma four nought eight seven) hectares, situated at 3 The Link Road, Winterskloof, Pietermaritzburg, held by Judgment Debtor under Deed of Transfer T14320/91.

The following information is given about the immovable property but is not guaranteed:

*Zoning:* Special Residential.

*Improvements:* A single-storey part double-storey dwelling constructed of brick under IBR, comprising lounge, dining-room, study, kitchen, pantry, five bedrooms, four bathrooms, three showers, four w.c.'s, dressing-room, family room and office and large shed, tennis court, swimming-pool, paving and concrete driveway.

The full conditions of sale, which may be inspected at the office of the Sheriff for the Magistrate's Court, Pietermaritzburg, 277 Berg Street, Pietermaritzburg, will be read immediately prior to the sale.

Dated at Pietermaritzburg this 11th day of July 1995.

Venn, Nemeth & Hart Inc., Judgment Creditor's Attorney, 281 Pietermaritz Street, Pietermaritzburg. (Ref. ABB/06N2517/93.)

## Case 3119/95

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF INANDA HELD AT VERULAM

In the matter between **NBS Bank Limited** (Reg. No. 87/01384/06), Plaintiff, and **Mandlenkosi Samson Nxumalo**, First Defendant, and **Sibongile Maria Nxumalo**, Second Defendant

In pursuance of a judgment granted on 4 May 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 18 August 1995 at 10:00, at the front entrance to the Magistrate's Court, Moss Street, Verulam:

*Description:* Lot 160, Westham, situated in the City of Durban, Administrative District of Natal, in extent 336 square metres.

*Address:* 340 Fernham Drive, Westham, Phoenix.

*Improvements:* Block under asbestos dwelling comprising of kitchen, lounge, three bedrooms, toilet and bathroom together, water and lights facilities.

1. (a) The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.

(b) The property shall be sold without reserve to the highest bidder.

2. The purchaser shall pay a deposit of 10% (ten per centum) of the purchase price and the auctioneer's commission in cash immediately after the sale and the balance to be secured by a bank or building society guarantee.

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

Jackson & Ameen, Plaintiff's Attorneys, Fifth Floor, Fenton House, Fenton Road, Durban. (Ref. COLLS/P. Murugan/05N225077.)

## Case 13708/94

## 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 **T. T. Bhengu**, First Execution Debtor, and **H. N. Bhengu**, Second Execution Debtor

In pursuance of a judgment in the Magistrate's Court for the District of Pinetown, dated 20 March 1995, and a warrant of execution issued on 20 March 1995, the following immovable property will be sold in execution on 18 August 1995 at 10:00, in front of the Magistrate's Court Building, Chancery Lane, Pinetown, to the highest bidder:

*Description:* Lot 4937, Pinetown (Extension 51) 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 1 188 square metres.

*Postal address:* 6 Neela Road, Nagina, Pinetown.

*Improvements:* Brick under tile dwelling consisting of three bedrooms, main-en-suite, bathroom with shower, toilet, linen room, lounge, dining-room, kitchen, verandah and double garage.

*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 centum) 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 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 12th day of July 1995.

C. J. A. Ferreira, Attorneys for Execution Creditor, Suite 3, Media House, 47 Kings Road, Pinetown.

**Case 13483/94**

**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. Bowes**, Execution Debtor

In pursuance of a judgment in the Magistrate's Court for the District of Pinetown, dated 11 April 1995, and a warrant of execution issued on 18 April 1995, the following immovable property will be sold in execution on 18 August 1995 at 10:00, in front of the Magistrates' Court Building, Chancery Lane, Pinetown, to the highest bidder:

*Description:* Lot 7132, Pinetown (Extension 67), 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 569 square metres.

*Postal address:* 25 Aries Place, Mariannridge, Pinetown.

*Improvements:* Brick under tile dwelling consisting of three bedrooms, bathroom, toilet, lounge, dining-room and kitchen.

*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 12th day of July 1995.

C. J. A. Ferreira, Attorney for Execution Creditor, Suite 3, Media House, 47 Kings Road, Pinetown.

**Case 352/95**

**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF CAMPERDOWN HELD AT CAMPERDOWN**

In the matter between **NBS Bank Limited** (Reg. No. 87/01384/06), Execution Creditor, and **Warwick Garnet Meumann**, Execution Debtor

In pursuance of a judgment in the Court for the Magistrate of Camperdown and writ of execution dated 15 June 1995, the property listed hereunder will be sold in execution, on 18 August 1995 at 10:00, at the Sheriff's Office, 5 Bishop Street, Camperdown (behind Masonic Lodge), to the highest bidder:

Subdivision 10 (of 3) of Lot 64, Assagay, situated in the Assagay Health Committee Area and in the Port Natal/Ebhodwe Joint Services Board Area, Administrative District of Natal, in extent three thousand six hundred and thirty-five (3 635) square metres.

*Postal address:* 10 Witherway Road, Assagay, KwaZulu/Natal (corner of Witherway and Kantor Roads).

*Town-planning zoning:* Residential.

The following improvements are reported to be on the property (but nothing is guaranteed): A single storey brick and tile dwelling consisting of lounge, dining-room, kitchen, three bedrooms, two bathrooms, shower, two w.c.'s, entrance hall, patio, double garage, servants' quarters, w.c., store-room, driveway, fencing and paving.

Vacant possession is not guaranteed.

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of Camperdown. A substantial bank loan can be raised for an approved purchaser with prior approval.

Dated at Pinetown this 14th day of July 1995.

King & Associates, Attorney for Execution Creditor, Fourth Floor, NBS Centre, Hill Street, Pinetown. (Tel. 701-1561.) (Ref. Mr Jenkins/nem/02/N012/382.)

Case 10256/94

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF INANDA HELD AT VERULAM

In the matter between **ABSA Bank Limited** (Reg. No. 86/04794/06, trading as United Bank, Plaintiff, and **Perumal Ramiah Ramiah**, First Defendant, and **Priscilla Ramiah**, Second Defendant

In pursuance of a judgment granted on 19 April 1995, in the Court of the Magistrate, Verulam, and under a writ of execution issued thereafter, the immovable property listed hereunder shall be sold in execution to the highest bidder on 18 August 1995 at 10:00, at the front entrance of the Magistrate's Court Building, Moss Street, Verulam:

*Description:* Lot 437, Woodview, situated in the City of Durban, Administrative District of Natal, Province of KwaZulu/Natal, in extent 275 (two hundred and seventy-five) square metres.

*Street address:* 14 Arnewood Place, Woodview, Phoenix.

*Improvements:* Block and brick under tile double-storey house comprising: Downstairs: Lounge, kitchen, dining-room, bedroom, toilet and bathroom together, garage, water and light facilities. Upstairs: Under construction (incomplete).

The nature, extent, condition and existence of the improvements are not guaranteed, and are sold voetstoots.

*Town-planning zoning:* Special residential.

*Special privileges:* Nil.

Nothing is guaranteed in the above respects.

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, as amended, and the rules made thereunder.

2.1 The purchaser shall in addition to the Auctioneer's commission, pay a deposit of 10% (ten per cent) of the purchase price in cash on the day of the sale and the balance against transfer which shall be secured by a bank or building society guarantee in a form acceptable to Plaintiff's conveyancers, which guarantee shall be delivered by the purchaser to the Sheriff within fourteen (14) days from the date of the sale and shall provide for the payment of the full balance and any such interest payable as provided for hereunder.

2.2 The purchaser shall be liable for payment of interest at the rate payable to the Plaintiff at the time of the sale on the amount of the Plaintiff's claim from date of the sale [and in the event of there being any other preferent creditor (Bondholder), then the interest payable upon such preferent creditors claim] until the date of transfer.

2.3 Transfer shall be effected by the attorneys of the Plaintiff and the purchaser shall pay all the transfer dues, including transfer duty, current and any arrear rates and any of the necessary charges to effect transfer upon request by the said attorneys.

The full conditions of sale may be inspected at the offices of the Sheriff for the Magistrate's Court, 2 Mountview Shopping Centre, corner of Inanda and Jacaranda Roads, Verulam.

Dated at Durban this 10th day of July 1995.

A. J. McNabb, for Strauss Daly Inc., Plaintiff's Attorney, 11th Floor, The Marine, 22 Gardiner Street, Durban. (Ref. Z29955/JR/cc.)

Case 1425/92

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF UMLAZI HELD AT UMLAZI

In the matter between **KwaZulu Finance & Investment Corporation Limited**, Plaintiff, and **Jabulisiwe Mary Jane Kweyama**, First Defendant, and **Delani Jeffrey Kweyama**, Second Defendant

In pursuance of judgment in the above action, the immovable property listed hereunder will be sold in execution on 16 August 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 A445, in extent 286 square metres, situated in the Township of Umlazi, represented and described on General Plan B.A. 8/163, held by virtue of Deed of Grant 2160/114.

*Improvements:* A single storey brick/plaster and asbestos dwelling (55,07 m<sup>2</sup>) comprising of kitchen, lounge, two bedrooms, bathroom and w.c., municipal electricity, water supply and sanitation: Local Authority. Improvements: Outbuilding (47,37 m<sup>2</sup>).

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 on this the 11th day of July 1995.

Strauss Daly Inc., Plaintiff's Attorneys, 11th Floor, The Marine, 22 Gardiner Street, Durban. (Ref. Z06199/26.)

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF INANDA HELD AT VERULAM

In the matter between **ABSA Bank Limited** (No.86/04794/06), trading as Allied Bank, Plaintiff, and **Thandokwakhe Andries Sibiya**, First Defendant, and **Gugu Patricia Sibiya**, Second Defendant

In pursuance of a judgment granted on 13 June 1995, in the Court of the Magistrate, Verulam, and under a writ of execution issued thereafter, the immovable property listed hereunder shall be sold in execution to the highest bidder on 18 August 1995 at 10:00, at the front entrance of the Magistrate's Court Building, Moss Street, Verulam:

*Description:* Site A1438, situated in the Township of Inanda Newtown, District of Verulam Administrative District of Natal, Province of KwaZulu/Natal, in extent (778) seven hundred and seventy-eight square metres.

*Street address:* A 1438 Inanda Newtown.

*Improvements:* Brick under tile dwelling consisting of lounge, kitchen, dining-room, four bedrooms with en suite, toilet with bathroom and water and light facilities. (The nature, extent, condition and existence of the improvements are not guaranteed and are sold voetstoots).

*Town Planning Zoning:* Special Residential.

*Special privileges:* Nil.

Nothing is guaranteed in the above respects.

1. The sale shall be subject to the terms and conditions of the Magistrate's Court Act, No. 32 of 1944, as amended, and the rules made thereunder.

2.1 The purchaser shall in addition to the auctioneer's commission, pay a deposit of 10% (ten per cent) of the purchase price in cash on the day of the sale and the balance against transfer which shall be secured by a bank or building society guarantee in a form acceptable to Plaintiff's conveyancers, which guarantee shall be delivered by the purchaser to the Sheriff within fourteen (14) days from the date of the sale and shall provide for the payment of the full balance and any such interest payable as provided for hereunder.

2.2 The purchaser shall be liable for payment of interest at the rate payable to the Plaintiff at the time of the sale on the amount of the Plaintiff's claim from date of the sale (and in the event of there being any other preferent creditor (Bondholder), then the interest payable upon such preferent creditors claim) until the date of transfer.

2.3 Transfer shall be effected by the attorneys of the Plaintiff and the purchaser shall pay all the transfer dues, including transfer duty, current and any arrear rates and any of the necessary charges to effect transfer upon request by the said attorneys.

The full conditions of sale may be inspected at the offices of the Sheriff for the Magistrate's Court, 2 Mountview Shopping Centre, corner of Inanda and Jacaranda Roads, Verulam.

Dated at Durban on this 12th day of July 1995.

Strauss Daly Inc., Plaintiff's Attorney, 11th Floor, The Marine, 22 Gardiner Street, Durban. (Ref. Z00679/JR/cc.)

Case 10766/92

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF INANDA HELD AT VERULAM

In the matter between **KwaZulu Finance & Investment Corporation Limited**, Plaintiff, and **Kwenzakwenkosi Gift Shandu**, Defendant

In pursuance of judgment granted on 29 December 1992 in the Verulam Magistrate's Court and under a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 18 August 1995 at 10:00, the front entrance to the Magistrate's Court Building, Moss Street, Verulam, to the highest bidder:

*Description:* A certain piece of land, being Ownership Unit K508, in extent 267 square metres, situated in the Township of kwaMashu, represented and described on General Plan PB 57/1979; held by virtue of Deed of Grant G5141/230.

*Improvements:* A single-storey block/plaster and asbestos dwelling (52 m<sup>2</sup>) comprising of kitchen, lounge, two bedrooms, bathroom and w.c., municipal electricity, water supply and sanitation: Local Authority, improvements: Wire-mesh fencing.

Nothing is guaranteed in respect of such improvements on the property.

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.

2. The purchaser shall pay the purchase price in cash or by bank-guaranteed cheque on the day of the sale. In 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, Verulam or at the offices of Strauss Daly Inc.

Dated at Durban on this the 10th day of July 1995.

Strauss Daly Inc., Plaintiff's Attorneys, 11th Floor, The Marine, 22 Gardiner Street, Durban. (Ref. Z08451/26.)



## Case 18753/94

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PIETERMARITZBURG HELD AT PIETERMARITZBURG

In the matter between **Form-Schaff (Pty) Ltd**, Execution Creditor, and **Kenneth George Charles Whittlesea**, Execution Debtor

In pursuance of judgment in the Court of the Magistrate of Pietermaritzburg and a Warrant of Execution 18753/94 issued thereon, dated 7 April 1995, the immovable property listed hereunder will be sold in execution on 18 August 1995 at 11:00, at 277 Berg Street, Pietermaritzburg, to the highest bidder, subject to the conditions, which will be read out by the auctioneer at the sale namely:

Subdivision 158 (of 125) of Lot ABCDEFG No. 1789, situated in the City of Pietermaritzburg, and in the Administrative District of Natal, in extent 3 721 (three thousand seven hundred and twenty-one) square metres.

The following information is furnished but not guaranteed:

1. The property is a residential property.
2. The property is situated at 466 Celtis Road, Pietermaritzburg.
3. The area of land is 3 721 m<sup>2</sup>.
4. The buildings on site consists of a dwelling with a lounge/dining-room, kitchen, two bathrooms and three bedrooms.
5. The property is constructed of brick under tile roof.
6. The property consists of a double garage and a servants' quarters.
7. The detailed conditions of sale in respect of the above properties may be inspected at the offices of the Sheriff of the Magistrate's Court.

Dated at Pietermaritzburg on this 3rd day of July 1995.

B. J. Wilkes, for Bale Buchanan, Plaintiff's Attorneys, 131 Pietermaritz Street, Pietermaritzburg.

## Case 3365/94

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

In the matter between **ABSA Bank Limited**, Plaintiff, and **Jabulani Robert Nyawo**, First Defendant, and **Deborah Ntombizodwa Nyawo**, Second Defendant

In execution of a judgment granted by the Supreme Court of South Africa, KwaZulu/Natal Provincial Division, on Thursday, 20 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 South Africa for the District of Ladysmith, in front of the Magistrate's Court, Keate Street, Ladysmith, KwaZulu/Natal, on Tuesday, 15 August 1995 on 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 5 Poort Road, Ladysmith, KwaZulu/Natal, namely:

Lot 2507, Ladysmith (Extension 12), situated in the Borough of Ladysmith, Administrative District of Natal, in extent nine hundred and eighty-one (981) square metres, which property is physically situated at 17 De la Rey Street, Ladysmith, KwaZulu/Natal, and which property is held by the above-named Defendants under and by virtue of Deed of Transfer T9698/94.

**Improvements:** Without constituting a warranty of any nature, the property has been improved by the erection thereon of a single-storey dwelling-house, brick under iron, consisting of a lounge, dining-room, family room, kitchen, three bedrooms, bathroom and toilet and a bathroom, shower and toilet. There is an outbuilding consisting of a double garage, two servants' quarters, laundry, toilet and shower and two store-rooms.

**Zoning:** The property is zoned for special residential purposes and enjoys no special consents in respect of its zoning.

**Terms:** The purchase price will be payable subject to the conditions of sale, as follows:

(a) Ten per cent (10%) of the purchase price together with the Sheriff's commission on the sale to be paid immediately in cash on the date of sale.

(b) All current and arrear rates, taxes, electrical, sanitary, water and other fees or charges to be paid in cash within seven days of the date of sale together with costs of transfer and transfer duty.

(c) The balance of the purchase price together with interest at the rate of 15,25% (fifteen comma two five per cent) per annum compounded monthly in advance on the amount referred to in the conditions of sale from date of sale to date of transfer both days inclusive, to be secured by an acceptable guarantee to be furnished within fourteen (14) days after the date of sale.

Dated at Pietermaritzburg on this 30th day of June 1995.

J. A. Browne, for E. R. Browne Inc., Plaintiff's Attorneys, 10th Floor, United Building, 194 Longmarket Street, Pietermaritzburg.

## Case 1496/94

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

In the matter between **ABSA Bank Limited**, Plaintiff, and **Abdool Kader Dawood**, Defendant

In execution of a judgment granted by the Supreme Court of South Africa, KwaZulu/Natal Provincial Division, on Tuesday, 19 July 1994, in the above-named suit, the following immovable property will be sold by public auction by the Sheriff of the Supreme Court of South Africa for the District of Newcastle, on the steps of the Magistrate's Court, at Murchison Street, Newcastle, KwaZulu/Natal, on Friday, 11 August 1995 on 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 Second Floor, Volkskas Building, Voortrekker Street, Newcastle, KwaZulu/Natal, namely:

Remainder of Lot 35, Newcastle, situated in the Borough of Newcastle, Administrative District of Natal, measuring six hundred and seventy-five (675) square metres, which property is physically situated at 12 St Dominic Paradise, Newcastle, KwaZulu/Natal, and which property is held by the above-named Defendant under and by virtue of Deed of Transfer T16405/90.

*Improvements:* Without constituting a warranty of any nature, the property has been improved by the erection thereon of a single-storey dwelling-house, brick under iron, consisting of an entrance hall, lounge, dining-room, TV-room, kitchen, three bedrooms, two bathrooms and toilet. There is an outbuilding consisting of a carport.

*Zoning:* The property is zoned for special residential purposes and enjoys no special consents in respect of its zoning.

*Terms:* The purchase price will be payable subject to the conditions of sale, as follows:

(a) Ten per cent (10%) of the purchase price together with the Sheriff's commission on the sale to be paid immediately in cash on the date of sale.

(b) All current and arrear rates, taxes, electrical, sanitary, water and other fees or charges to be paid in cash within seven days of the date of sale together with costs of transfer and transfer duty.

(c) The balance of the purchase price together with interest at the rate of 15,25% (fifteen comma two five per cent) per annum compounded monthly in advance on the amount referred to in the conditions of sale from date of sale to date of transfer both days inclusive, to be secured by an acceptable guarantee to be furnished within fourteen (14) days after the date of sale.

Dated at Pietermaritzburg on this 25th day of May 1995.

J. A. Browne, for E. R. Browne Inc., Plaintiff's Attorneys, 10th Floor, United Building, 194 Longmarket Street, Pietermaritzburg.

Case 2156/95

IN THE SUPREME COURT OF SOUTH AFRICA  
(Durban and Coast Local Division)

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Sazokwakhe Ericson Mpangase**, 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, 11 August 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:

1. A unit consisting of:

(a) Section 22 as shown and more fully described on Sectional Plan SS371/1985, in the scheme known as "Rond Vista" in respect of the land and building or buildings situated at Durban, in the City of Durban, Administrative District of Natal, Province of KwaZulu/Natal, of which section the floor area, according to the said sectional plan is forty-two (42) 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 ST15479/1994.

*Street address:* Flat 804, Rond Vista, 502 Point Road, Durban.

*Improvements:* A single storey sectional title, freehold flat with asbestos roof consisting of a kitchen, lounge, full bathroom and municipal water supply.

*Zoning:* Special Residential (nothing guaranteed).

Full conditions of sale may be inspected at the office of the Sheriff, Supreme Court, Second Floor, Stafmeyer House, Beach Grove, Durban. (Tel. 305-8444.)

Dated at Durban this 10th day of July 1995.

Livingston Leandy Inc., Plaintiff's Attorneys, 10th Floor, First National Bank Building, corner of Smith and Field Streets, Durban. (Ref. G. A. Pentecost.)

Case 458/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF LOWER UMFOLOZI HELD AT EMPANGENI

In the matter between **First National Bank of S.A. Ltd**, Plaintiff, and **Mr Samson M. Ntombela**, Defendant

In pursuance of a judgment granted on 14 July 1992, in the above Court, and a writ of execution issued thereafter, the immovable property listed hereunder shall be sold in execution, to the highest bidder on 17 August 1995 at 11:00, at the Magistrate's Court, Empangeni:

1. (a) *Deeds office description:* Ownership Unit A1044, situated in the Township of Ngwelezane, District of Lower Umfolozi, measuring four hundred and sixty-five (465) square metres in extent.

1. (b) *Street address:* A1044, Ngwelezane Township.

1. (c) *Property description (not warranted to be correct):* Single-storey dwelling consisting of two bedrooms, dining-room, kitchen, toilet, electricity and fully fenced.

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, old Sugar Mill, Empangeni.

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

Dated at Empangeni this 4th day of July 1995.

Schreiber Smith, Yellowwood Lodge, Norman Tedder Lane, Empangeni. (Ref. Colls/Mr Holmes/jg 01/W0002/94.)

Case 922/95

IN THE SUPREME COURT OF SOUTH AFRICA  
(Durban and Coast Local Division)

In the matter between **ABSA Bank Limited** (Number 86/04794/06), Plaintiff, and **Mr Shaun Nair**, First Defendant, and **Mrs Priscilla Nair**, Second Defendant

In execution of a judgment granted by the Supreme Court of South Africa (Durban and Coast Local Division) on 13 April 1995, in the above-named suit, the following immovable property will be sold by public auction by the Sheriff of the Supreme Court, Durban Central, in front of the Supreme Court-house, Masonic Grove, Durban, on Friday, 11 August 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:

Remainder of Lot 150, Sea View, situated in the City of Durban, Administrative District of Natal, in extent (1 064) one thousand and sixty-four square metres, which property is physically situated at 826 Sarnia Road, Sea View, 4094, and which property is held by the above-named Defendants under and by virtue of Deed of Transfer T14562/93.

*Improvements:* Without constituting a warranty of any nature, the property has been improved by the erection thereon of brick under tile dwelling consisting of a lounge/dining-room, kitchen, three bedrooms and bathroom/toilet. Outbuildings: Garage, servant's room and toilet/shower.

*Zoning:* The property is zoned for Special Residential purposes and enjoys no special consents in respect of its zoning.

*Terms:* The purchase price will be payable subject to the conditions of sale, as follows:

(a) 10% (ten per cent) of the purchase price together with the 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 3rd day of July 1995.

Browne Brodie & Co., Plaintiff's Attorneys, 12th Floor, United Building, 291 Smith Street, Durban, 4001. P.O. Box 714, Durban, 4000. [Tel. (031) 304-7614/5.] (Ref. CMK/A332/010102/Mrs Chelin.)

Case 8121/94

IN THE SUPREME COURT OF SOUTH AFRICA  
(Durban and Coast Local Division)

In the matter between **ABSA Bank Limited**, Plaintiff, and **Mr George Mkwakhefana Sithole**, Defendant

In execution of a judgment granted by the Supreme Court of South Africa (Durban and Coast Local Division) on 14 December 1994, in the above-named suit, the following immovable property will be sold by public auction by the Sheriff of the Supreme Court, Durban Central in front of the Supreme Court-house, Masonic Grove, Durban, on Friday, 11 August 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:

Remainder of Sub 1 of Lot 411, Sea View, situated in the City of Durban, Administrative District of Natal, in extent 1 127 one thousand one hundred and twenty-seven square metres, which property is physically situated at 137 Seaview Road, Sea View, 4094, and which property is held by the above-named Defendant under and by virtue of Deed of Transfer T18323/94.

*Improvements:* Without constituting a warranty of any nature, the property has been improved by the erection thereon of brick under tile dwelling consisting of a lounge, dining-room, kitchen, four bedrooms, bathroom/toilet, shower/toilet and toilet. Outbuildings: Four garages, staffroom and toilet/shower.

*Zoning:* The property is zoned for Special Residential purposes and enjoys no special consents in respect of its zoning.

*Terms:* The purchase price will be payable subject to the conditions of sale, as follows:

(a) 10% (ten per cent) of the purchase price together with the 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 3rd day of July 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/U072/040596/Mrs Chelin.)



## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF DURBAN HELD AT DURBAN

In the matter between **Nedcor Bank Limited**, Execution Creditor, and **Peter Loui Pieters**, First Execution Debtor, and **Yvonne Kathleen Pieters**, Second Execution Debtor

In pursuance of a judgment granted on 16 November 1992 in the Magistrate's Court for the District of Durban, held at Durban, and a writ of execution issued thereunder, the immovable property listed hereunder will be sold in execution on Tuesday, 15 August 1995 at 14:00, on the front steps of the Magistrate's Court, Somtseu Road, Durban:

*Description:* Lot 83, Kenhill, situated in the City and of Durban, Administrative District of KwaZulu/Natal, in extent one thousand two hundred and seventy-nine (1 279) square metres, held under Deed of Transfer T10648/91.

*Street address:* 1 Clematis Grove, Glenhills, Durban.

*Improvements:* A brick under tile house consisting of double lock-up garage and toilet, swimming-pool, dining-room, lounge and study room, kitchen, three bedrooms (one en suite with bath/shower, wash hand basin and toilet), bathroom/toilet and wash hand basin.

*Zoning:* Special Residential (nothing guaranteed).

The sale shall be for rands and no bids of less than one hundred rand (R100) shall be accepted.

The sale shall be subject to the terms and conditions of the Magistrates' Courts Act, and the rules made thereunder.

1. The purchaser shall pay a deposit of ten per cent (10%) of the purchase price in cash immediately after the sale and the balance against transfer to be secured by a bank or building society guarantee to be approved by the Plaintiff's attorneys, to be furnished to the Sheriff of the Court or the auctioneer within fourteen (14) days after the sale.

2. The purchaser shall be liable for interest at the rate of 19,25% (nineteen comma two five per cent) per annum, to the bondholder, Nedperm Bank Limited (now named Nedcor Bank Limited), on the amount of the award to the Plaintiff and the plan of distribution, calculated as from the date of sale to date of transfer, both days inclusive.

3. Transfer shall be effected by the attorneys for the Execution Creditor and the purchaser shall pay all transfer costs, including transfer duty, current rates and other necessary charges to effect transfer upon request by the said attorney.

4. The property and the improvements thereon are sold voetstoots and without any warranties.

5. The full conditions of sale may be inspected at the office of the Sheriff of the Magistrate's Court, Durban North, 15 Milne Street, Durban (Tel. 368-2100).

Dated at Durban this 3rd day of July 1995.

Livingston Leandy Incorporated, Execution Creditor's Attorneys, 10th Floor, First National Bank Building, corner of Smith and Field Streets, Durban. (Ref. G. A. Pentecost.)

Case 833/94

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF ESHOWE HELD AT ESHOWE

In the matter between **KwaZulu Finance & Investment Corp. Ltd**, Plaintiff, and **Zanele Clarice Mhlongo**, 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 16 August 1995 at 10:00, at 70 Main Street, Eshowe:

1. (a) *Deeds office description:* Ownership Unit B1893, situated in the Township of Sundumbili, District of Inkanyezi, in extent 300 (three hundred) square metres.

(b) *Property description* (not warranted to be correct): Single storey block under asbestos roof dwelling. Two bedrooms, lounge, kitchen and bathroom/toilet. The property is fully electrified and on main sewerage. The property is zoned Residential.

2. The conditions of sale may be inspected at the office of the Clerk of the Court, Eshowe, and at the Sheriff's Office, 70 Main Street, Eshowe.

Truter James de Ridder, Lincoln's Inn, 1 Victoria Lane, 7 Maxwell Street, Empangeni. [Ref. Mr De Ridder/aeh/945/94 (05/k603/945).]

Case 84/93

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF ESHOWE HELD AT ESHOWE

In the matter between **KwaZulu Finance & Investment Corp. Ltd**, Plaintiff, and **Bonginkosi Welcome Zungu**, 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 16 August 1995 at 10:00, at 70 Main Street, Eshowe:

1. (a) *Deeds office description:* Ownership Unit B1495, situated in the Township of Sundumbili, District of Inkanyezi, in extent 280 (two hundred and eighty) square metres.

(b) *Property description* (not warranted to be correct): Single storey block under asbestos roof dwelling comprising of two bedrooms, lounge, kitchen and bathroom/toilet. The property is fully electrified and on main sewerage. The property is zoned Residential.

2. The conditions of sale may be inspected at the office of the Clerk of the Court, Eshowe, and at the Sheriff's Office, 70 Main Street, Eshowe.

Truter James de Ridder, Lincoln's Inn, 1 Victoria Lane, 7 Maxwell Street, Empangeni. [Ref. Mr De Ridder/aeh/216/93 (05/k603/216).]

## Case 1556/93

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF ESHOWE HELD AT ESHOWE

In the matter between **KwaZulu Finance & Investment Corp. Ltd**, Plaintiff, and **Mfunijeni Shabane**, 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 16 August 1995 at 10:00, at 70 Main Street, Eshowe:

1. (a) *Deeds office description*: Ownership Unit B2222, situated in the Township of Sundumbili, District of Inkanyezi, in extent 381 (three hundred and eighty-one) square metres.

(b) *Property description* (not warranted to be correct): Single storey block under asbestos roof dwelling comprising of two bedrooms, lounge, kitchen and bathroom/toilet. Two outbuildings block under corrugated roof comprising of three rooms each. The property is fully electrified and on main sewerage. The property is zoned Residential.

2. The conditions of sale may be inspected at the office of the Clerk of the Court, Eshowe, and at the Sheriff's Office, 70 Main Street, Eshowe.

Truter James de Ridder, Lincoln's Inn, 1 Victoria Lane, 7 Maxwell Street, Empangeni. [Ref. Mr De Ridder/aeh/568/93 (05/K603/568).]

## Case 1106/94

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF ESHOWE HELD AT ESHOWE

In the matter between **KwaZulu Finance & Investment Corp. Ltd**, Plaintiff, and **Thulisiwe Barbara Gumede**, 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 16 August 1995 at 10:00, at 70 Main Street, Eshowe:

1. (a) *Deeds office description*: Ownership Unit B1636, situated in the Township of Sundumbili, District of Inkanyezi, in extent 498 (four hundred and ninety-eight) square metres.

(b) *Property description* (not warranted to be correct): Single storey brick under tiled roof comprising of four bedrooms, lounge, dining-room, kitchen, bathroom, toilet and double garage. Outside building block under corrugated iron roof comprising of two rooms and bathroom/toilet. The property is fully electrified and on main sewerage. The property is zoned Residential.

2. The conditions of sale may be inspected at the office of the Clerk of the Court, Eshowe, and at the Sheriff's Office, 70 Main Street, Eshowe.

Truter James de Ridder, Lincoln's Inn, 1 Victoria Lane, 7 Maxwell Street, Empangeni. (Ref. Mr de Ridder/aeh/25/94 905/k771/25.)

## Case 3549/94

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF LOWER UMFOLOZI HELD AT EMPANGENI

In the matter between **KwaZulu Finance & Investment Corp. Ltd**, Plaintiff, and **Bheki Petros Memela**, 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 17 August 1995 at 11:00, at the Magistrate's Court, Empangeni:

1. (a) *Deeds office description*: Ownership Unit A1221, situated in the Township of Nseleni, District of Enseleni, in extent 450 (four hundred and fifty) square metres.

(b) *Property description* (not warranted to be correct): Single storey block under asbestos roof dwelling comprising of two bedrooms, lounge, kitchen and bathroom. The property is fully electrified and on main sewerage. The property is zoned Residential.

2. The conditions of sale may be inspected at the office of the Clerk of the Court, Empangeni, and at the Sheriff's Office, Old Mill Way, Empangeni.

Truter James de Ridder, Lincoln's Inn, 1 Victoria Lane, 7 Maxwell Street, Empangeni. [Ref. Mr de Ridder/aeh/898/94 (05/K600/898).]

## Case 1492/94

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF LOWER UMFOLOZI HELD AT EMPANGENI

In the matter between **KwaZulu Finance & Investment Corp. Ltd**, Plaintiff, and **Mlokothwa Thembinkosi Makhaye**, 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 17 August 1995 at 11:00, at the Magistrate's Court, Empangeni:

1. (a) *Deeds office description*: Ownership Unit A870, situated in the Township of Ngwelezane, District of Enseleni, in extent 464,5 (four hundred and sixty-four comma five) square metres.

(b) *Property description* (not warranted to be correct): Single storey block under asbestos roof dwelling comprising of two bedrooms, lounge, kitchen and bathroom/toilet. The property is fully electrified and on main sewerage. The property is zoned Residential.

2. The conditions of sale may be inspected at the office of the Clerk of the Court, Empangeni, and at the Sheriff's Office, Old Mill Way, Empangeni.

Truter James de Ridder, Lincoln's Inn, 1 Victoria Lane, 7 Maxwell Street, Empangeni. [Ref. Mr de Ridder/aeh/733/94 (05/K600/733).]

Case 2225/95

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 **Munsami Govender**, First Defendant, and **Govindamal 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 office of the Sheriff, 1 Savell Place, Scottburgh South, on Friday, 18 August 1995 at 10:00:

*Description:* Lot 845, Craigieburn (Extension 11), situated in the Development Area of Craigieburn, and in the Southern Natal Joint Services Board, Administrative District of Natal, in extent six hundred and fifty-two (652) square metres, held under Deed of Transfer T23875/90.

*Physical address:* 22 Pluto Close, Craigieburn Extension 11, Umkomaas, Natal.

*Zoning:* Special Residential.

*The property consists of the following:* Single storey brick under tile roof dwelling comprising lounge, kitchen, three bedrooms, bathroom 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 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, 1 Savell Place, Scottburgh South, Natal.

Dated at Durban this 4th day of July 1995.

Goodrickes, Plaintiff's Attorneys, 24th Floor, 320 West Street, Durban, 4001. (Ref. J. A. Allan/S.8368/mvr.)

Case 961/95

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

In the matter between **The Standard Bank of South Africa Limited**, Plaintiff, and **Phayo Phillip Ngubane**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Natal Provincial Division), the following immovable property belonging to the above-named Defendant, will be sold in execution on 15 August 1995 at 15:00, at the Magistrate's Court, eZakheni, District of Ladysmith, KwaZulu/Natal to the highest bidder for cash, without reserve:

Ownership Unit 1741, eZakheni, situated in the Township of eZakheni, District of Klip River, in extent five hundred and forty-six (546) square metres, held under Deed of Grant 484/1976.

The following information relating to the property is furnished but not guaranteed in any way:

1. The property is situated at 1741 eZakheni-B, District of Klip River, KwaZulu/Natal.

2. The property has been improved by the construction thereon of a dwelling comprising of lounge, kitchen, four bedrooms, two bathrooms and two garages.

3. The conditions of sale may be inspected at the aforesaid offices of the Sheriff and at the offices of Austen Smith, Walmsley House, 191 Pietermaritzburg Street, Pietermaritzburg, Natal, during normal office hours.

Dated at Pietermaritzburg this 5th day of July 1995.

Austen Smith, Plaintiff's Attorney, Walmsley House, 191 Pietermaritzburg Street, Pietermaritzburg. (Ref. PRJD/vmh/myb/S 0270.)



Case 2346/95

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 **Donald Bartie**, 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, 11 August 1995 at 10:00:

*Description:* Subdivision 321 (a subdivision of 9) of the farm Mobeni 13538, situated in the City of Durban, Administrative District of Natal, in extent 963 (nine hundred and sixty-three) square metres, held under Deed of Transfer T26432/90, physical address 39 Delalle Road, Woodlands, Durban, Natal.

*Zoning:* Special Residential.

The property consists of the following:

A double storey brick under tile dwelling consisting of entrance hall, lounge, dining-room, study, kitchen, pantry, three bedrooms, bathroom and toilet. *Outbuildings:* Servants' quarters and toilet with shower.

Nothing in this regard is guaranteed.

1. The sale shall be subject to the terms and conditions of the Supreme Courts Act and the rules made thereunder.

2. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price and the auctioneer's commission in cash immediately after the sale and the balance against transfer to be secured by a bank or building society guarantee, to be furnished to the Plaintiff's attorneys within 14 (fourteen) days after the date of sale, to be approved by the Plaintiff's attorneys.

3. Transfer shall be effected by the attorneys for the Plaintiff and the purchaser shall pay all transfer dues, including transfer duty, current and/or arear levies/rates and/or Value-Added Tax and other necessary charges to effect transfer upon request by the sale attorneys.

4. The full conditions of sale may be inspected at the offices of the Sheriff of the Supreme Court, Durban South, 101 Lejaton, 40 St George's Street, Durban, Natal.

Dated at Durban this 29th 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.737/J. C. Jones.)

Case 5925/92

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 **Sipho Petros Joloza**, First Defendant, **Ntombazane Florah Joloza**, Second Defendant, and **Siphiwo Richard Ntuli**, Third Defendant

In pursuance of a judgment granted in the Supreme Court of South Africa (Durban and Coast Local Division), under writ of execution issued thereafter, the immovable property listed hereunder will be sold to the highest bidder without reserve on the steps of the Supreme Court, Masonic Grove, Durban, on Friday, 11 August 1995 at 10:00:

*Description:* Lot 2397, Lamontville, Administrative District of Natal, in extent 569 (five hundred and sixty-nine) square metres, held under Certificate of Registered Grant of Leasehold TL1565/89.

*Physical address:* 5540 Bhegane Road, Lamontville, Natal, zoning Special Residential.

The property consists of the following:

House, brick under tile roof comprising two bedrooms, toilet (tiled), bathroom (tiled, bath and basin), lounge/dining-room (open plan, tiled), kitchen (with fitted cupboards). The property is fully fenced.

Nothing in this regard is guaranteed.

1. The sale shall be subject to the terms and conditions of the Supreme Courts Act and the rules made thereunder.

2. The purchaser shall pay a deposit of 10% (ten per centum) of the purchase price and the auctioneer's commission in cash immediately after the sale and the balance against transfer to be secured by a bank or building society guarantee, to be furnished to the Plaintiff's attorneys, within 14 (fourteen) days after the date of sale, to be approved by the Plaintiff's attorneys.

3. Transfer shall be effected by the attorneys for the Plaintiff and the purchaser shall pay all transfer dues, including transfer duty, current and/or arrear levies/rates and/or Value-Added Tax and other necessary charges to effect transfer upon request by the sale attorneys.

4. The full conditions of sale may be inspected at the offices of the Sheriff of the Supreme Court, 101 Lejaton, 40 St George's Street, Durban, Natal.

Dated at Durban this 26th day of June 1995.

Goodrickes, Plaintiff's Attorneys, 24th Floor, 320 West Street, Durban, 4001. (Ref. J. A. Allan/S.5938/mvr.)

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

In the matter between **First National Bank of Southern Africa Limited**, Plaintiff/Execution Creditor, and **Skerstupeit, Karl-Heinz Willi**, First Defendant/First Execution Debtor, and **Skerstupeit, Fredrika Wilhelmina**, Second Defendant/Second Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) a sale without reserve will be held by the Sheriff of the Supreme Court for the District of Umzinto, 1 Savell Place, Scottburgh South, Scottburgh, on Friday, 18 August 1995 at 10:00, of the undermentioned property of the Defendant on and subject to the conditions to be inspected at the offices of the said Sheriff:

The property is Lot 30, Elysium, situated in the Development Area of Elysium and in the Southern Natal Joint Services Board Area, Administrative District of Natal measuring 1 366 square metres and held under Deed of Transfer T19502/1993 situated at 30 Cowry Road, Elysium, Natal.

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

Single storey shell dwelling with incomplete asbestos roof, internal facebrick and external block walls, three bedrooms, lounge cum dining-room, cum kitchen and two bathrooms.

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

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

Dated at Johannesburg this 26th day of June 1995.

Max Cohen, Plaintiff's Attorney, 410 Delbree House, 300 Bree Street, Johannesburg, 2001; P.O. Box 4184, Johannesburg, 2000. (Tel. 333-0046.) (Fax. 336-0274.) (Docex 257 Johannesburg.) (Ref. P. Sapire/Clinton Lewis/F315.)

Case 5095/93

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF INANDA HELD AT VERULAM

In the matter between **ABSA Bank Limited**, No. 86/04794/06, tradig as United Bank, Plaintiff, and **Moonsamy Munien**, First Defendant, and **Shiela Munien**, Second Defendant

In pursuance of a judgment granted on 2 June 1993, in the Court of the Magistrate, Verulam, and under a writ of execution issued thereafter, the immovable property listed hereunder shall be sold in execution to the highest bidder on 18 August 1995 at 09:00, at the front entrance of the Magistrate's Court, Moss Street, Verulam:

*Description:* Subdivision 10 of Lot 342, Verulam, situated in the Borough of Verulam and in the Port Natal Ebhodwe Joint Services Board Area, Administrative District of Natal, in extent (1 330) one thousand three hundred and thirty square metres, street address 4 Starr Street, Verulam.

*Improvements:* Brick under tile, water and lights comprising of three bedrooms, lounge, kitchen, toilet and bathroom. Outbuildings: Bedroom, kitchen, toilet and bath. (The nature, extent, condition and existence of the improvements are not guaranteed and are sold voetstoets.)

*Town-planning zoning:* Special Residential.

*Special privileges:* Nil.

Nothing is guaranteed in the above respects.

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, as amended, and the rules made thereunder.

2.1 The purchaser shall in addition to the auctioneer's commission, pay a deposit of 10% (ten per centum) of the purchase price in cash on the day of the sale and the balance against transfer which shall be secured by a bank or building society guarantee in a form acceptable to Plaintiff's conveyancers, which guarantee shall be delivered by the purchaser to the Sheriff within fourteen (14) days from the date of the sale and shall provide for the payment of the full balance and any such interest payable as provided for hereunder.

2.2 The purchaser shall be liable for payment of interest at the rate payable to the Plaintiff at the time of the sale on the amount of the Plaintiff's claim from date of the sale [and in the event of there being any other preferent creditor (Bondholder), then the interest payable upon such preferent creditors claim] until the date of transfer.

2.3 Transfer shall be effected by the attorneys of the Plaintiff and the purchaser shall pay all the transfer dues, including transfer duty, current and any arrear rates and any of the necessary charges to effect transfer upon request by the said attorneys.

The full conditions of sale may be inspected at the offices of the Sheriff for the Magistrate's Court, Inanda Area Two (2), Suite 7, Foresum Centre, 314 Old Main Road, Tongaat.

Dated at Durban this 15th day of June 1995.

A. J. McNabb, for Strauss Daly Inc., Plaintiff's Attorney, 11th Floor, The Marine, 22 Gardiner Street, Durban. (Ref. Mrs Radford/Z14934.)

Case 01649/94

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF DURBAN HELD AT DURBAN

In the matter between **ABSA Bank Limited** (Reg. No. 86/04794/06), trading as United Bank, Plaintiff, and **Robert Alan Harmer**, Defendant

In pursuance of a judgment granted on 10 February 1994, in the Court of the Magistrate, Durban, and under a writ of execution issued thereafter, the immovable property listed hereunder shall be sold in execution to the highest bidder on 8 August 1995 at 14:00, at the front entrance of the Magistrate's Court, Sontseu Road, Durban:

*Description:* Remainder of Lot 175 of Rose Hill 10663, situated in the City of Durban, Administrative District of Natal, in extent (1 267) one thousand two hundred and sixty-seven square metres, street address: 88 Acutt Avenue, Rose Hill, Durban.

*Improvements:* Brick and tile dwelling comprising four bedrooms, lounge, kitchen, bathroom, toilet/shower and toilet. *Outside:* Pool, servant's room, toilet/shower and garage.

(The nature, extent, condition and existence of the improvements are not guaranteed, and are sold voetstoots.)

*Town-planning zoning:* Special Residential.

*Special privileges:* Nil.

Nothing is guaranteed in the above respects.

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, as amended, and the rules made thereunder.

2.1 The purchaser shall in addition to the auctioneer's commission, pay a deposit of 10% (ten per centum) of the purchase price in cash on the day of the sale and the balance against transfer which shall be secured by a bank or building society guarantee in a form acceptable to Plaintiff's conveyancers, which guarantee shall be delivered by the purchaser to the Sheriff within fourteen (14) days from the date of the sale and shall provide for the payment of the full balance and any such interest payable as provided for hereunder.

2.2 The purchaser shall be liable for payment of interest at the rate payable to the Plaintiff at the time of the sale on the amount of the Plaintiff's claim from date of the sale [and in the event of there being any other preferent creditor (bondholder), then the interest payable upon such preferent creditors claim] until the date of transfer.

2.3 Transfer shall be effected by the attorneys of the Plaintiff and the purchaser shall pay all the transfer dues, including transfer duty, current and any arrear rates and any of the necessary charges to effect transfer upon request by the said attorneys.

The full conditions of sale may be inspected at the offices of the Sheriff for the Magistrate's Court, Durban North, 15 Milne Street, Durban.

Dated at Durban this 21st day of June 1995.

A. J. McNabb, for Strauss Daly Inc., Plaintiff's Attorney, 11th Floor, The Marine, 22 Gardiner Street, Durban. (Ref. Z22397/JR.)

Case 9970/94

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF INANDA HELD AT VERULAM

In the matter between **ABSA Bank Limited** (Reg. No. 86/04794/06), trading as Allied Bank, Plaintiff, and **Sathiabalan Runganathan Naicker**, First Defendant, and **Sumeshini Naicker**, Second Defendant

In pursuance of a judgment granted on 30 November 1994, in the Court of the Magistrate, Verulam, and under a writ of execution issued thereafter, the immovable property listed hereunder shall be sold in execution to the highest bidder on 18 August 1995 at 09:00, at the front entrance of the Magistrate's Court, Moss Street, Verulam:

*Description:* Lot 813, Earlsfield, situated in the City of Durban, Administrative District of Natal, in extent (517) five hundred and seventeen square metres.

*Street address:* 265 Cornfield Crescent, Earlsfield, Newlands West.

*Improvements:* Brick under tile dwelling consisting of two bedrooms, lounge, kitchen, toilet, bathroom and house fully carpeted. No fence.

(The nature, extent, condition and existence of the improvements are not guaranteed, and are sold voetstoots.)

*Town-planning zoning:* Special Residential.

*Special privileges:* Nil.

Nothing is guaranteed in the above respects.

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, as amended, and the rules made thereunder.

2.1 The purchaser shall in addition to the auctioneer's commission, pay a deposit of 10% (ten per centum) of the purchase price in cash on the day of the sale and the balance against transfer which shall be secured by a bank or building society guarantee in a form acceptable to Plaintiff's conveyancers, which guarantee shall be delivered by the purchaser to the Sheriff within fourteen (14) days from the date of the sale and shall provide for the payment of the full balance and any such interest payable as provided for the payment of the full balance and any such interest payable as provided for hereunder.

2.2 The purchaser shall be liable for payment of interest at the rate payable to the Plaintiff at the time of the sale on the amount of the Plaintiff's claim from date of the sale [and in the event of there being any other preferent creditor (bondholder), then the interest payable upon such preferent creditors claim] until the date of transfer.



2.3 Transfer shall be effected by the attorneys of the Plaintiff and the purchaser shall pay all the transfer dues, including transfer duty, current and any arrear rates and any of the necessary charges to effect transfer upon request by the said attorneys.

The full conditions of sale may be inspected at the offices of the Sheriff for the Magistrate's Court, Inanda Area 2, Suite 7, Foresum Centre, 314 Old Main Road, Tongaat.

Dated at Durban this 21st day of June 1995.

A. J. McNabb, for Strauss Daly Inc., Plaintiff's Attorney, 11th Floor, The Marine, 22 Gardiner Street, Durban. (Ref. Z29692/JR.)

Case 2080/95

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF INANDA HELD AT VERULAM

In the matter between **ABSA Bank Limited** (Reg. No. 86/04794/06), trading as Allied Bank, Plaintiff, and **Woothiraman Moonsamy**, First Defendant, and **Saroja Moonsamy**, Second Defendant

In pursuance of a judgment granted on 21 April 1995, in the Court of the Magistrate, Verulam, and under a writ of execution issued thereafter, the immovable property listed hereunder shall be sold in execution to the highest bidder on 18 August 1995 at 09:00, at the front entrance of the Magistrate's Court, Moss Street, Verulam:

*Description:* Lot 7658, Verulam (Extension 52), situated in the Borough of Verulam and in the Port Natal-Ebhodwe Joint Services Board Area, Administrative District of Natal, Province of KwaZulu/Natal, in extent (555) five hundred and fifty-five square metres, street address 3 Regents Avenue, Parkgate, Verulam.

*Improvements:* Brick under tile dwelling with water and lights consisting of three bedrooms, lounge, dining-room, kitchen, toilet and bath.

(The nature, extent, condition and existence of the improvements are not guaranteed, and are sold voetstoots).

*Town-planning zoning:* Special Residential.

*Special privileges:* Nil.

Nothing is guaranteed in the above respects.

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, as amended, and the rules made thereunder.

2.1 The purchaser shall in addition to the auctioneer's commission, pay a deposit of 10% (ten per centum) of the purchase price in cash on the day of the sale and the balance against transfer which shall be secured by a bank or building society guarantee in a form acceptable to Plaintiff's conveyancers, which guarantee shall be delivered by the purchaser to the Sheriff within fourteen (14) days from the date of the sale and shall provide for the payment of the full balance and any such interest payable as provided for hereunder.

2.2 The purchaser shall be liable for payment of interest at the rate payable to the Plaintiff at the time of the sale on the amount of the Plaintiff's claim from date of the sale [and in the event of there being any other preferent creditor (bondholder), then the interest payable upon such preferent creditors claim] until the date of transfer.

2.3 Transfer shall be effected by the attorneys of the Plaintiff and the purchaser shall pay all the transfer dues, including transfer duty, current and any arrear rates and any of the necessary charges to effect transfer upon request by the said attorneys.

The full conditions of sale may be inspected at the offices of the Sheriff for the Magistrate's Court, Inanda District 2, Suite 7, Foresum Centre, 314 Old Main Road, Tongaat.

Dated at Durban this 21st day of June 1995.

Strauss Daly Inc., Plaintiff's Attorney, 11th Floor, The Marine, 22 Gardiner Street, Durban. (Ref. Z00201/JR.)

Case 1830/95

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF INANDA HELD AT VERULAM

In the matter between **ABSA Bank Limited**, No. 86/04794/06, trading as Allied Bank, Plaintiff, and **Prasheen Munn**, Defendant

In pursuance of a judgment granted on 12 April 1995, in the Court of the Magistrate, Verulam, and under a writ of execution issued thereafter, the immovable property listed hereunder shall be sold in execution to the highest bidder on 18 August 1995 at 09:00, at the front entrance of the Magistrate's Court, Moss Street, Verulam:

*Description:* Subdivision 28, of Lot 89, Ottawa, situated in the Development Area of Ottawa, and in the Port Natal/Ebhodwe Joint Services Board Area, Administrative District of Natal, Province of KwaZulu/Natal, in extent 8 212 (eight thousand two hundred and twelve) square metres.

*Street address:* 89 Munn Road, Ottawa, Verulam.

*Improvements:* Brick under tile dwelling with water and lights consisting of three bedrooms (carpeted), lounge (tiled), kitchen, dining-room, toilet and bath. *Outbuilding:* Garage, two rooms, toilet and bath (the nature, extent, condition and existence of the improvements are not guaranteed, and are sold voetstoots).

*Town-planning zoning:* Special Residential.

*Special privileges:* Nil.

Nothing is guaranteed in the above respects.

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, as amended, and the rules made thereunder.

2.1 The purchaser shall in addition to the auctioneer's commission, pay a deposit of 10% (ten per centum) of the purchase price in cash on the day of the sale and the balance against transfer which shall be secured by a bank or building society guarantee in a form acceptable to the Plaintiff's conveyancers, which guarantee shall be delivered by the purchaser to the Sheriff within fourteen (14) days from the date of the sale and shall provide for the payment of the full balance and any such interest payable as provided for hereunder.

2.2 The purchaser shall be liable for payment of interest at the rate payable to the Plaintiff at the time of the sale on the amount of the Plaintiff's claim from date of the sale [and in the event of there being any other preferent creditor (Bondholder), then the interest payable upon such preferent creditors claim] until the date of transfer.

2.3 Transfer shall be effected by the attorneys of the Plaintiff and the purchaser shall pay all the transfer dues, including transfer duty, current and any arrear rates and any of the necessary charges to effect transfer upon request by the said attorneys.

The full conditions of sale may be inspected at the offices of the Sheriff for the Magistrate's Court, Inanda District Two, Suite 7, Foresum Centre, 314 Old Main Road, Tongaat.

Dated at Durban this 21st day of June 1995.

A. J. McNabb, for Strauss Daly Inc., Plaintiff's Attorney, 11th Floor, The Marine, 22 Gardiner Street, Durban. (Ref. Z00186/JR.)

Case 5876/92

IN THE SUPREME COURT OF SOUTH AFRICA  
(Durban and Coast Local Division)

In the matter between **Syfre's Mortgage Nominees Limited**, Plaintiff, and **Frederick John Perfect**, Defendant

In pursuance of a judgment in the Supreme Court of South Africa (Durban and Coast Local Division) dated 13 September 1993, and a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 11 August 1995 at 10:00, at the front entrance to the Magistrate's Court, Port Shepstone, to the highest bidder:

*Property description:* Lot 776, Glenmore, situated in the Munster Town Board Area and in the Lower South Coast Regional Water Services Area, Administrative District of Natal, in extent two thousand eight hundred (2 800) square metres.

*Improvements:* A brick under tile shopping complex, known as The Munster Shopping Centre, comprising: *Ground Floor:* Seven small shops, passageway, two female toilets with washbasin, large shop with kitchen, storeroom, two toilets and two washbasins and outside toilet. *Upstairs:* Two offices of approximately 131 square metres each, passage and pedestrian walkway.

*Street address:* Munster Shopping Centre, corner of Colebroke and General Gordon Avenues, Munster.

*Town-planning Zoning:* Limited commercial.

Nothing is guaranteed in the above respects.

*Material conditions:*

1. The sale shall be subject to the terms and conditions of the Supreme Court Act and the rules made thereunder.
2. 10% (ten per centum) 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 Creditors' 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 17,83% (seventeen comma eight three per centum) 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, Port Shepstone, and at the offices of the Execution Creditors' attorneys.
7. Prospective purchasers are advised to inspect the property prior to the sale.

Dated at Durban on this the 5th day of July 1995.

Cox Yeats, Execution Creditor's Attorneys, 13th Floor, Victoria Maine, 71 Victoria Embankment, Durban. (Ref. M. Jackson/17S517010.)

Case 2789/93

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 **Mr Simlindile Luvuyo Ndamase**, Execution Debtor

In pursuance of a judgment in the Court of the Magistrate for the District of Port Shepstone, held at Port Shepstone, dated 19 October 1993, on a warrant of execution dated 17 November 1993, and re-issued on 19 April 1995, the following immovable property will be sold in execution on 18 August 1995 at 10:00, at the main entrance to the Magistrate's Court, Port Shepstone, to the highest bidder:

Lot 714, Fifth Street, Port Edward Extension 2, situated in the Umtamvuna/Port Edward Transitional Local Council and in the Southern Natal Joint Services Board Area, Administrative District of Natal, Province of KwaZulu/Natal, in extent 1 206 (one thousand two hundred and six) square metres.

The following information is furnished regarding the property, but is not guaranteed:

The property consists of a brick/asbestos building consisting of lounge/dining-room combined, bar with counter, kitchen, two bedrooms, main en suite with full bathroom plus shower, separate full bathroom, verandah and double garage.

The property is zoned Residential and there is no special privilege attached to the property.

*Material conditions of sale:*

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act, and the rules made thereunder. The property is sold voetstoots and nothing in the respects set out above/below is guaranteed.

2. The purchaser shall pay 10% (ten per centum) of the purchase price and the auctioneer's commission 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.

3. The purchaser shall be liable for payment of interest at the rate of 15,5% (fifteen comma five per centum) per annum, to the Plaintiff and to the bondholder/s at a prescribed rate of interest per annum at the respective amounts of the awards to the Plaintiff and to the bondholder/s in the plan of distribution from date of sale to date of transfer, both days inclusive.

4. Transfer shall be effected by the attorneys for the Plaintiff and the purchaser shall pay all 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 can be inspected at the offices of the Deputy Sheriff of Port Shepstone at Lot 458, Escomb Street, Port Shepstone, South Coast, Natal.

Dated at Margate on 10 July 1995.

John Louw, McGarr & Associates, Execution Creditor's Attorneys, corner of Homestead and Erasmus Roads, Margate; P.O. Box 408, Margate, 4275, DX 7. (Ref. JRL CR 31N154016.)

**Case 5023/94**

**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF INANDA HELD AT VERULAM**

In the matter between **NBS Bank Limited**, Plaintiff, and **Roseth Simangele Mtshali**, Defendant

In pursuance of a judgment of the above Honourable Court dated 24 August 1994, a sale in execution will be held on 16 August 1995 at 10:00, at the front of the Magistrate's Court Building, Moss Street, Verulam, when the following property will be sold by the Sheriff of the Magistrate's Court, Inanda, Area 1, to the highest bidder:

Lot 446, Southgate, situated in the City of Durban, Administrative District of Natal, in extent six hundred and sixty-one (661) square metres, situated at 438 Stonebridge Drive, Southgate, Phoenix.

*Improvements* (the following information is furnished but nothing is guaranteed in this regard): The property consists of a brick under tiled roof dwelling with water and lights facilities comprising three bedrooms, kitchen, toilet, bathroom and lounge.

*The sale shall be subject to the following conditions:*

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act, and the rules made thereunder.

2. The purchaser (other than the Execution Creditor) shall pay a deposit of 10% (ten per centum) of the purchase price in cash at the time of the sale.

3. The full conditions of sale may be inspected at the offices of the Sheriff of the Magistrate's Court, Inanda District Area 1, 2 Mountview Shopping Centre, corner of Inanda and Jacaranda Roads, Verulam, and interested parties are asked to contact the Execution Creditor who may be prepared to grant loan facilities to an approved purchaser.

Dated at Durban this 7th day of July 1995.

De Villiers Evans & Petit, Plaintiff's Attorneys, 41 Acutt Street, Durban. (Ref. Mrs Singh/ss/7087/94.)

**Case 3562/95**

**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF INANDA HELD AT VERULAM**

In the matter between **KwaZulu Finance & Investment Corporation Limited**, Judgment Creditor, and **Nomthandazo Rose Mavuso**, First Judgment Debtor, and **Mxolisi Frank Mavuso**, Second Judgment Debtor

In pursuance of judgment granted on 17 May 1995, in the Verulam Magistrate's Court and under a writ of execution, issued thereafter the immovable property listed hereunder will be sold in execution on 18 August 1995 at 10:00, at the front entrance to the Magistrate's Court Building, Moss Street, Verulam, to the highest bidder:

*Description:* Ownership Unit K844, Township of kwaMashu, District of Ntuzuma, in extent three hundred and seven (307) square metres.

*Postal address:* K844 kwaMashu.

*Improvements:* Block under asbestos dwelling comprising two bedrooms, lounge, kitchen, toilet with shower, garage and room (incomplete), wire fencing, water and lights facilities, held by the Defendant in his name under Deed of Grant 4074/226.

Nothing above is guaranteed.

Vacant possession is not guaranteed.

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.

2. The purchaser shall pay the purchase price in cash or by bank-guaranteed cheque on the day of the sale. In the event of the purchaser having to obtain finance from a financial institution, the purchaser shall on the day of the sale, produce written confirmation from the said financial institution to the effect that the purchaser qualifies for a loan. The amount of the loan shall not be less than the purchase price.



3. The purchaser shall be liable for payment of interest to the Execution Creditor and to the Bondholder, if any, from date of sale to date of registration of transfer as set out in the conditions of sale.

4. Transfer shall be effected by the Plaintiff or its attorneys and the purchaser shall pay all transfer costs, current rated taxes and other necessary charges to effect transfer, upon request by the said attorneys.

The full conditions may be inspected at the offices of the Sheriff of the Magistrate's Court, 2 Mountview Shopping Centre, corner of Inanda and Jacaranda Roads, Verulam.

Dated at Umhlanga Rocks this 11th day of July 1995.

Gavin Gow, Jenkins & Pearse, Plaintiff's Attorneys, Suite 15, Chartwell Centre, Chartwell Drive, P.O. Box 610, Umhlanga Rocks, 432. [Tel. (031) 561-1011.]

#### Case 6964/95

#### IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PIETERMARITZBURG HELD AT PIETERMARITZBURG

In the matter between **First National Bank of S.A. Ltd**, Execution Creditor, and **Jan Christiaan Woudberg**, Execution Debtor

In pursuance of a judgment granted on 6 April 1995, in the Magistrate's Court, Pietermaritzburg, and under writ of execution issued thereafter, the immovable property listed hereunder shall be sold in execution to the highest bidder on Friday, 18 August 1995 at 11:00, at the Sheriff's Salesroom, 277 Berg Street, Pietermaritzburg:

*Description:* Lot 892, Hilton Extension 6, situated in the Hilton Transitional Local Council Area, Administrative District of Natal, Province of KwaZulu/Natal, in extent two thousand and thirty (2 030) square metres.

*Postal address:* 32 Bergview Road, Hilton, Pietermaritzburg.

The property consists of land improved by the erection of a dwelling built of brick under tile consisting of entrance hall, lounge, family room, dining-room, kitchen, three bedrooms, two bathrooms and outbuildings comprising of double garage, servants' quarters with shower and toilet.

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.

2. The purchaser shall pay a deposit of 10% (ten per 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 of the Magistrate's Court, within 14 (fourteen) days after the sale to be approved by the Plaintiff's attorneys.

3. The purchaser shall be liable for payment of interest at the rate of 17% (seventeen per centum) per annum, to the Plaintiff on the amount of the award to the Plaintiff in the plan of distribution from the date of sale to date of transfer.

4. Transfer shall be effected by the attorneys of the Plaintiff and the purchaser shall pay all the transfer dues, including transfer duty or Value-Added Tax, current and any arrear rates, and other necessary charges to effect transfer upon request by the said attorneys.

The full conditions of sale may be inspected at the offices of the Sheriff for the Magistrate's Court, Pietermaritzburg, 277 Berg Street, Pietermaritzburg.

Dated at Pietermaritzburg, this 11th day of July 1995.

G. J. Campbell, for Stowell & Co., Plaintiff's Attorneys, 295 Pietermaritz Street, Pietermaritzburg.

#### Case 35732/94

#### IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF DURBAN HELD AT DURBAN

In the matter between **ABSA Bank Limited**, Execution Creditor, and **Narisamulu Naidoo**, First Execution Debtor, and **Mrs Jothisvari Naidoo**, Second Execution Debtor

In pursuance of judgment granted on 11 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 Thursday, 17 August 1995 at 14:00, in front of the Magistrate's Court-House, Somtsue Road, Durban, to the highest bidder:

*Description:* A certain piece of land being: Subdivision 3 of Lot 513, Bellair, situated in the City of Durban, Administrative District of Natal, Province of KwaZulu/Natal in extent 943 (nine hundred and forty-three) square metres.

*Postal address:* 15 Finlayson Place, Hillary, 4094.

*Improvements:* Brick under tile dwelling consisting of lounge, dining-room, kitchen, three bedrooms, bathroom and toilet. *Outbuildings:* Staff-room and toilet.

*Town-planning Zoning:* Special Residential. Special privileges: Nil.

Nothing is guaranteed in these respects.

Material conditions:

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.

2. The purchaser shall pay a deposit of 10% (ten per 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 Magistrates' Court, 21 Stafmayer House, Beach Grove, Durban, or at our offices.

Dated at Durban this 5th day of July 1995.

Browne Brodie & Co., Plaintiff's Attorneys, 12th Floor, United Building, 291 Smith Street, Durban, 4001; P.O. Box 714, Durban, 4000. [Tel. (031) 304-7614/5.] (Ref. CMK/A332/034609/Mrs Chelin.)

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF UMLAZI HELD AT UMLAZI

In the matter between **KwaZulu Finance & Investment Corporation Limited**, Plaintiff, and **Winfrida Nomsa Sibiya**, First Defendant, and **Muntu Christopher Sibiya**, Second Defendant, and **Weenen Joseph Phiri**, Third Defendant

In pursuance of a judgment in the above action, the immovable property listed hereunder will be sold in execution on 16 August 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 BB540, in extent 587 square metres, situated in the Township of Umlazi, represented and described on General Plan PB409/1984, held by virtue of Deed of Grant G3257/86.

*Improvements:* A single storey brick/plaster and tile dwelling (70,73 m<sup>2</sup>) comprising of kitchen, lounge, two bedrooms, bathroom and w.c. Municipal electricity, water supply and sanitation: Local authority. *Improvements:* Verandah (6,03 m<sup>2</sup>) and P/C concrete fencing.

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 on this the 6th day of July 1995.

Strauss Daly Inc., Plaintiff's Attorneys, 11th Floor, The Marine, 22 Gardiner Street, Durban. (Ref. Z02776/26.)

## Case 3916/94

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF LOWER UMFOLOZI HELD AT EMPANGENI

In the matter between **NBS Bank Limited**, Plaintiff, and **Faris Investments CC**, Defendant

In pursuance of a judgment of the above Honourable Court dated 27 September 1994 a sale in execution will be held on 18 August 1995, at 10:00 in front of the Magistrate's Court at Couper Street, Stanger, when the following property will be sold by the Sheriff of the Magistrate's Court to the highest bidder:

Lot 185, Stanger, situated in the Borough of Stanger, Administrative District of Natal, in extent two thousand and twenty-three (2 023) square metres; with the postal and street address of 158 Hulett Street, Stanger.

*Improvements* (the following information is furnished but nothing is guaranteed in this regard): The property consists of vacant land.

The sale shall be subject to the following conditions:

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act, and the rules made thereunder.

2. The purchaser (other than the Execution Creditor) shall pay a deposit of 10% (ten per cent) of the purchase price in cash at the time of the sale.

3. The full conditions of sale may be inspected at the offices of the Sheriff of the Magistrate's Court, 116 Couper Street, Stanger 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 6th day of July 1995.

De Villiers Evans & Petit, Plaintiff's Attorneys, 41 Acutt Street, Durban. (Ref. Mrs Singh/7087/94.)

## Case 244/94

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 **Florence Babongile Dlamini**, 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, 11 August 1995 at 10:00:

*Description:* Subdivision 2851 of Lot 2640, Mobeni, situated in the City of Durban, Administrative District of Natal, in extent 662 (six hundred and sixty-two) square metres, held under Deed of Transfer T12373/93.

*Physical address:* 109 Tern Way, Woodhaven, Durban, Natal.

*Zoning:* Special Residential.

The property consists of the following: Brick under tile dwelling comprising entrance hall, lounge, dining-room, kitchen, three bedrooms, bathroom/toilet and toilet with shower. The outbuildings comprise garage, servants' quarters and toilet with shower.

Nothing in this regard is guaranteed.

1. The sale shall be subject to the terms and conditions of the Supreme Courts Act and the rules made thereunder.

2. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price and the auctioneer's commission in cash immediately after the sale and the balance against transfer to be secured by a bank or building society guarantee, to be furnished to the Plaintiff's attorneys within 14 (fourteen) days after the date of sale, to be approved by the Plaintiff's attorneys.

3. Transfer shall be effected by the attorneys for the Plaintiff and the purchaser shall pay all transfer dues, including transfer duty, current and/or arrear levies/rates and/or Value-Added Tax and other necessary charges to effect transfer upon request by the sale attorneys.

4. The full conditions of sale may be inspected at the offices of the Sheriff of the Supreme Court, 101 Lejaton, 40 St George's Street, Durban, Natal.

Dated at Durban this 7th day of July 1995.

Goodrickes, Plaintiff's Attorneys, 24th Floor, 320 West Street, Durban, 4001. (Ref. J. A. Allan/S.7242/mvr.)

Case 11/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KLIP RIVER HELD AT EZAKHENI

In the matter between **KwaZulu Finance and Investment Corporation Limited**, Plaintiff, and **T. G. Mtshali**, Defendant

In pursuance of a judgment granted in the above Honourable Court on 26 March 1993 and a warrant of execution, the undermentioned property will be sold in execution on Tuesday, 22 August 1995 at 15:00 in front of the Magistrate's Court, eZakheni:

Unit B2007, eZakheni, in extent 682.5 square metres, situated in the Administrative District of KwaZulu, held under Deed of Grant G00767/168.

The following information is furnished regarding the improvements and in this respect nothing is guaranteed:

*Improvements:* Concrete block under corrugated iron dwelling, comprising two bedrooms, living-room, kitchen, bathroom and w.c., no outbuildings, extent 682,5.

*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 22 August 1995 at 15:00 at the Magistrate's Court, eZakheni.
2. The property shall be sold without reserve to the highest bidder, provided that the Sheriff may, with the consent of the Judgment Creditor, refuse any bid. No bid less than R100 in value above the preceeding bid shall be accepted by the Sheriff.
3. The full purchase price shall be paid in cash or bank-guaranteed cheque upon conclusion of the sale.
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 the Plaintiff's attorneys, or the Sheriff of Ladysmith.
6. The sale shall be subject to the approval by KwaZulu Finance and Investment Corporation Limited, within 21 days.

Dated at Ladysmith on this the 14th day of July 1995.

Maree & Pace, Attorney for Plaintiff, 72 Queen Street, Ladysmith, 3370. (Ref. Mr Swanepoel/CKF407.)

Case 21723/95

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

In the matter between **ABSA Bank Limited No. 86/04794/06**, trading as Allied Bank, Plaintiff, and **Samson Behki Madiba**, Defendant

In pursuance of judgment granted on 17 May 1995, in the Court of the Magistrate, Durban, and under a writ of execution issued thereafter the immovable property listed hereunder shall be sold in execution to the highest bidder, on 17 August 1995 at 14:00, in front of the Magistrate's Court-house, Somtsue Road, Durban.

*Description:* A unit consisting of:

(a) Section 5 as shown and more fully described on Sectional Plan SS39/1979 (hereinafter styled the sectional plan) in the scheme known as Villa Mitrie in respect of the land and building or buildings situated at Durban Local Authority, Durban, of which section the floor area, according to the said sectional plan is 32 (thirty two) square metres in extent; and

(b) an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan (hereinafter styled the "the common property"), held under Deed of Transfer ST17845/94.

*Street address:* Flat 4, Villa Mitrie, 121 Smith Street, Durban.

*Improvements:* Brick under concrete dwelling comprising of bachelor flat, living-room, kitchen, bathroom and toilet (the nature, extent, condition and existence of the improvements are not guaranteed, and are sold voetstoots).

*Town-planning zoning:* Special Residential.

*Special privileges:* Nil.

Nothing is guaranteed in the above respects:

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, as amended, and the rules made thereunder.

2.1 The purchaser shall in addition to the auctioneer's commission, pay a deposit of 10% (ten per cent) of the purchase price in cash on the day of the sale and the balance against transfer which shall be secured by a bank or building society guarantee in a form acceptable to Plaintiff's conveyancers, which guarantee shall be delivered by the purchaser to the Sheriff within fourteen (14) days from the date of the sale and shall provide for the payment of the full balance and any such interest payable as provided for hereunder.



2.2 The purchaser shall be liable for payment of interest at the rate payable to the Plaintiff at the time of the sale on the amount of the Plaintiff's claim from date of the sale (and in the event of there being any other preferent creditor (Bondholder), then the interest payable upon such preferent creditors claim) until the date of transfer.

2.3 Transfer shall be effected by the attorneys of the Plaintiff and the purchaser shall pay all the transfer dues, including transfer duty, current and any arrear rates and any of the necessary charges to effect transfer upon request by the said attorneys.

The full conditions may be inspected at the offices of the Sheriff, Durban Central, 21 Stafmayer House, Beach Grove, Durban.

Dated at Durban on this 6th day of July 1995.

A. I. McNabb, for Strauss Daly Inc., Plaintiff's Attorneys, 11th Floor, The Marine, 22 Gardiner Street, Durban. (Ref. Z00447/JR/cc.)

Case 2268/95

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 **Artur Donald Camp**, First Defendant, and **Phyllis Camp**, Second Defendant

In pursuance of a judgment of the Supreme Court of South Africa, Durban and Coast Local Division, in the above-mentioned suit, a sale will be held by the Sheriff, Durban North, on the steps of the Supreme Court, Masonic Grove, Durban, on Friday, 11 August 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 Remainder of Subdivision 5 of Lot 28, Duiker Fontein, situated in the City of Durban, Administrative District of Natal, in extent one thousand nine hundred and forty-five (1 945) square metres and held under Deed of Transfer T9853/1983.

*Street address:* 83 Havelock Road, Greenwood Park, Durban.

*Improvements:* A single storey brick/plaster under tiled roof dwelling consisting of three bedrooms (main en suite consisting of bath/shower/wash-basin/toilet), lounge with tile floor, dining-room with tile floor, kitchen with tile floor and bathroom (bath/wash-basin/toilet).

*Outbuildings:* Two rooms, kitchen, toilet/shower and double garage with lock-up door. House fully burglar proof and property is fully fenced with precast fence and steel gates.

*Zoning:* Special Residential (nothing guaranteed).

Full conditions of sale may be inspected at the Office of the Sheriff, Supreme Court, 15 Milne Street, Durban. (Tel. 368-2100.)

Dated at Durban this 7th day of July 1995.

Livingston Leandy Inc., Plaintiff's Attorneys, 10th Floor, First National Bank Building, corner of Smith and Field Streets, Durban. (Ref. G. A. Pentecost.)

Case 3082/94

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

In the matter between **Standard Bank of South Africa**, Plaintiff, and **Aldo Constantini**, First Defendant, and **Elda Constantini**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa, Natal Provincial Division, the following immovable property belonging to the abovenamed Defendant, will be sold in execution on 17 August 1995 at 11:00, by the Sheriff of the Supreme Court, at the Front Steps, Magistrate's Office, Empangeni, to the highest bidder for cash, without reserve:

Lot 2522, Empangeni (Extension 22), situated in the Borough of Empangeni, Administrative District of Natal, in extent nine hundred and twenty-nine (929) square metres, held under Deed of Transfer T20952/91.

The following information relating to the property is furnished but not guaranteed in any way:

1. The property is situated at 12 Palm Drive, Empangeni, KwaZulu/Natal.
2. The property has been improved by the construction thereon of a double storey fourbedroomed dwelling with lounge, dining-room, family room, study, kitchen, bathroom/toilet, bathroom/w.c./shower, three garages and swimming-pool.
3. The conditions of sale may be inspected at the aforesaid offices of the Sheriff and at the offices of Austen Smith, Walmsley House, 191 Pietermaritzburg Street, Pietermaritzburg, Natal, during normal office hours.

Dated at Pietermaritzburg this 12th day of July 1995.

Austen Smith, Plaintiff's Attorney, Walmsley House, 191 Pietermaritzburg Street, Pietermaritzburg. (P. R. J. Dewes/vmh/S 303.)

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF INANDA HELD AT VERULAM

In the matter between **Ramraj Gugraj**, First Execution Creditor, and **Jasmuth Gugraj**, Second Execution Creditor, and **Nundkumar**, First Execution Debtor, **Thoothmatie**, Second Execution Debtor, and **Dayanand Harigen**, Third Execution Debtor

In pursuance of judgment obtained in the above Honourable Court on 26 September 1994, and under a warrant of execution against property issued thereafter, the immovable property listed hereunder shall be sold in execution to the highest bidder on 8 September 1995 at 09:00, at the front entrance of the Magistrate's Court, Moss Street, Verulam:

*Description:* Lot 368, Verulam, situated in the Borough of Verulam and in the Port Natal-Edhodge Joint Services Board Area, Administrative District of Natal in extent four thousand and thirty-four (4 034) square metres, held under Deed of Transfer T5954/85.

*Physical address:* A vacant property situated at 69 Garden Street, Verulam.

*Conditions of sale:*

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 or 10% (ten per centum) of the purchase price in cash on the day of the sale and the balance against transfer to be secured by a bank or building society guarantee to be approved by the Plaintiff's attorney and to be furnished to the Sheriff of the Court within fourteen (14) days after the sale to be approved by the Plaintiff's attorneys.
3. The purchaser shall be liable for payment of interest at the rate of twenty-four per centum (24%) per annum to the Plaintiff from the date of sale to date of payment of the balance of the purchase price.
4. Transfer shall be effected by the Plaintiff's or their attorneys and the purchaser shall pay all transfer costs, current and any arrear rates and any other necessary charges to effect transfer upon request by the said attorneys.

The full conditions of the sale may be inspected at the offices of the Sheriff of the Magistrate's Court, Inanda District 2, Tongaat.

Dated at Verulam on this the 7th day of July 1995.

B. Sing & Company, c/o Suren Lutchman & Co., Execution Creditors Attorneys, Suite 2, First Floor, Ayesha Razak Centre, 90 Wicks Street, Verulam. [Ref. Mrs D. Reddy/S402(2)/sr.]

## IN THE SUPREME COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between **ABSA Bank Limited**, trading as Volkskas Bank, Plaintiff, and **Crocodile Creek CC** (CK No. 88/173320/23), Defendant

In pursuance of a judgment in the above-mentioned matter, the immovable property listed hereunder will be sold in execution to the highest bidder without reserve on 11 August 1995 at 10:00, at the front entrance of the Magistrate's Court Building, Couper Street, Stanger:

*Description:* Remainder of Subdivision 157 (of 6) of Lot 49, No. 862, situated in the Administrative District of Natal, in extent two comma three seven three nine (2,3739) hectares. *Physical address:* Crocodile Creek, near Maidstone, Natal.

*Improvements:*

1. An incompleted tourist lodge consisting of: Brick under thatch building incomplete with four bedrooms, three lounges, four separate rooms and rooms for toilets. An unfinished swimming-pool, double storey brick under thatch building consisting of: *Top:* Bedroom, lounge, toilet and bathroom. *Bottom:* Pantry, kitchen, food serving section 1 and big verandah, nine fenced crocodile enclosures with Gunnite Ponds (four with laying bays and sandfilters).
2. A controlled environment building consisting of: 22 small concrete ponds, concrete asbestos incubator, concrete asbestos room with 100 mm insulation, three snake boxes (asbestos/brick) showrooms.
3. *Incompleted:* Chiller room 110 mm insulated, freezer room 220 mm insulated, abattoir. (All under asbestos roof with concrete walls.)
4. *Concrete under asbestos shed consisting of:* Small controlled environment building with three ponds and staff quarters.
5. Lapa thatched on gum poles with small room. One quarter of the farm is fenced with brick and concrete.

Nothing is guaranteed as regards the above.

Full conditions of sale may be inspected at the Sheriff, Stanger, 116 Couper Street, Stanger.

Dated at Durban on this the 10th day of July 1995.

Van Onselen O'Connell, Execution Creditor's Attorneys, 405 Salmon Grove Chambers, 407 Smith Street, Durban. (Ref. W. Bryant/LVZ/15V052001.)

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF DURBAN HELD AT DURBAN

In the matter between **ABSA Bank Limited**, trading as Trustbank, Plaintiff, and **Empire Marketing (Pty) Ltd**, First Defendant, and **K. S. Govender**, Second Defendant

In pursuance of a judgment granted on 19 March 1993, in the Court of the Magistrate's, Durban, and a writ of execution issued thereafter the immovable property listed hereunder will be sold in execution by public auction to the highest bidder for cash by the Messenger of the Court, Pinetown, in the front entrance of the Magistrate's Court, 22 Chancery Lane, Pinetown, on 18 August 1995 at 10:00, or so soon thereafter.

*Address of dwelling:* 167 Winchester Road, Reservoir Hills.

*Description:*

(1) Lot 100, Reservoir Hills, situated in the City of Durban, Administrative District of Natal, in extent 1 826 (one thousand eight hundred and twenty-six) square metres.

(2) Lot 2983, Reservoir Hills Extension 11, situated in the City of Durban, Administrative District of Natal, in extent of 3,1044 (three comma one zero four four) hectares.

*Improvements:* Brick under tile double storey dwelling consisting of:

*Downstairs:* Lounge, dining-room, kitchen, room and toilet.

*Upstairs:* Master bedroom with ensuite, three bedrooms, toilet and bathroom and a double garage.

*Zoning:* Residential.

*Title deed description:*

(1) Held under Deed of Transfer T14050/1979.

(2) Held under Deed of Transfer T1083/1991.

*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 the deposit of ten per cent (10%) of the purchase price in cash on the day of the sale, the balance against transfer to be secured by a bank or building society guarantee, to be approved by Execution Creditor's attorney to be furnished to the Messenger of Court within fourteen (14) days after the date of sale.

3. If the transfer of the property is not registered within one month after the sale, the purchase shall be liable for payment of interest to the Execution Creditor at the rate of 28% (twenty-eight per centum) per annum on the respective amounts of the award to the Execution Creditor on the plan of distribution as from the expiration of one month after the sale to date of transfer.

4. The attention of all prospective purchasers is directed to the provisions of the Group Areas Act.

The full conditions may be inspected at the offices of the Messenger of Court, Pinetown.

Dated at Durban this 12th day of July 1995.

Woodroffe & Kleyn, Execution Creditor's Attorneys, 351 Windermere Road, Morningside, Durban. (Ref. Colls/Mrs Nair/T47.)

Case 1985/95

IN THE SUPREME COURT OF SOUTH AFRICA  
(Durban and Coast Local Division)

In the matter between **Nedcor Bank Limited**, Judgment Creditor, and **Christo F. Pelser**, Judgment Debtor

In execution of a judgment granted by the Supreme Court of South Africa (Durban and Coast Local Division), on 5 May 1995 in above-named suit, the following property will be sold by public auction by the Sheriff of the Supreme Court of South Africa for the District of Durban on the steps of the Supreme Court, Durban, on Friday, 11 August 1995 at 10:00, on conditions which will be read out by the Sheriff before the sale, and which conditions are in possession of the Sheriff and may be inspected at his office at Durban South, namely:

(a) Section 26 as shown and more fully described in Sectional Plan AA63/1979 in the scheme known as Shangri La in respect of the land and building or buildings situated at Kingsburgh, Borough of Kingsburgh, of which the floor area, according to the said sectional plan, is 74 (seventy-four) square metres in extent; and

(b) an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota endorsed on the said sectional plan; held under Sectional Deed of Transfer ST5899/93.

Which property is physically situated at Flat 308, Shangri La, Doonside, and which property is held by the above-named Judgment Debtor under and by virtue of Sectional Deed of Transfer ST5899/93.

*Improvements:* Without constituting a warranty of any nature, the property consists of flat comprising two bedrooms (main en suite), bathroom and toilet combined, lounge and dining-room combined and open plan kitchen.

*Zoning:* The property is zoned for Special Residential purposes and enjoys no special consents in respect of its zoning.

*Terms:* The purchase price will be payable subject to the conditions of sale, as follows:

(a) Ten per centum (10%) of the purchase price together with the Sheriff's commission on the sale to be paid immediately in cash on the date of sale.

(b) All current and arrear rates, taxes, electrical, sanitary, water and other fees or charges to be paid in cash within seven (7) days of the date of sale together with costs of transfer and transfer duty.

(c) The balance of the purchase price together with interest at the rate of 16,25% (sixteen comma two five per centum) per annum compounded monthly in advance on the amount referred to in the conditions of sale from date of sale to date of transfer both days inclusive, to be secured by an acceptable guarantee to be furnished within fourteen (14) days after the date of sale.

Dated at Durban on this the 17th day of July 1995.

Meumann & White, Plaintiff's Attorneys, Fourth Floor, Founders House, 15 Parry Road, Durban. (Ref. A. Berry/VDG/032246.)



Saak 3394/93

## IN DIE LANDDROSHOF VIR DIE DISTRIK PORT SHEPSTONE GEHOU TE PORT SHEPSTONE

In die saak tussen **Andre Venter**, Plaintiff, en **Anton Venter**, Verweerder

Ingevolge 'n uitspraak toegestaan in die bogemelde Agbare Hof op 15 Desember 1993 en 'n lasbrief vir eksekusie daarkragtens uitgereik, sal die ondervermelde eiendomme per publieke veiling aan die hoogste bieder verkoop word deur die Adjunk-Balju van die Landdroshof, voor die Landdroshof te Port Shepstone, op 18 Augustus 1995 om 10:00, naamlik:

Erf 321, Uvongo, geleë in die Margate Plaaslike Oorgangsraad, en in die Suid-Natal Streekwaterdiensgebied, Administratiewe Distrik Natal, Provinsie van KwaZulu/Natal, groote 1 012 (eenduisend en twaalf) vierkante meter en geleë te Marinerylaan 177, Uvongo.

*Wesentlike voorwaardes van verkoping:*

1.1 Die koper sal 'n deposito van 10% (tien persent) van die koopprys in kontant tydens die verkoping in die trustrekening van die Balju van die Landdroshof.

1.2 Die balans van die koopprys sal betaalbaar wees en gewaarborg word deur 'n bank- of bouverenigingwaarborg in 'n vorm wat aanvaarbaar is vir die Eiser se aktevervaardigers. Hierdie waarborg sal aan die Eiser se aktevervaardigers gelewer word binne 15 (vyftien) dae na die datum van verkoping.

2. Die koper sal die Balju van die Landdroshof se kommissie op die datum van die verkoping betaal boonop oordragkoste, hereregte en uitstaande erfbelasting, belasting of ander bedrae hoegenaamd uitstaande en alle ander kostes om oordrag te neem, op aanvraag deur die Eiser se aktevervaardigers.

3. Besit van die erf mag onmiddellik na betaling van die aanvanklike deposito geneem word, waarna die risiko en wins op die koper sal oorgaan.

4. Die erf is verkoop soos uiteengesit in die titelaktes en diagram en die Balju van die Landdroshof hou homself nie verantwoordelik vir enige tekorting wat mag uitgevind word om te bestaan en afstand doen vir enige oorskort. Die erf is ook verkoop onderworpe alle serwitute en voorwaardes gespesifiseer in die titelakte.

Die erf is ontwikkel.

Douglas Kent & Kie., Prokureurs vir die Eiser, Standardbankgebou 1-6, Marinerylaan, Margate; Posbus 205, Margate, 4275. [Tel. (03931) 2-2520.] (Verw. WW/ob/C.102/93.)

Case 887/95

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **John Chillek**, First Defendant, and **Sharon Joan Chillek**, Second Defendant

Take notice that pursuant to a judgment of the above Honourable Court dated 10 April 1995 and writ of attachment of immovable property, the undermentioned immovable property will be sold in execution by the Sheriff of the Supreme Court for the District of Pietermaritzburg, on 18 August 1995 at 11:30, at the Sheriff's Offices, 5 Courtyard, Derek Hall, 172 Loop Street, Pietermaritzburg, to the highest bidder:

A unit consisting of—

1. Section 3 as shown and more fully described on Sectional Plan SS 279/87 in the scheme known as Cosmos Park in respect of the land and building or buildings situated at Pietermaritzburg in the Local Authority of Pietermaritzburg, of which section the floor area, according to the said sectional plan is 95 (ninety-five) 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;

held under Certificate of Registered Sectional Title ST279/87 (3) (Unit).

The property is situated at Flat 3, Cosmos Park, Cosmos Road, Cleland, Pietermaritzburg, KwaZulu/Natal and is improved by a semi-detached flat constructed of brick under tile roof consisting of lounge, dining-room, three bedrooms, attic bedroom, bathroom, shower, kitchen and carport.

*Material 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.

2. The balance of the purchase price plus interest thereon at the rate of 16,25% (sixteen comma two five per centum) per annum with effect from the date of sale to date of payment thereof shall be payable on the date of registration of transfer and shall be guaranteed by a bank or building society guarantee to be furnished to the Plaintiff's conveyancers within 30 days of the date of the sale which guarantees shall provide that payment be made of the balance of the purchase price plus interest thereon against registration of transfer.

The full conditions of sale may be inspected at the offices of the Sheriff, 5 Courtyard, Derek Hall, 172 Loop Street, Pietermaritzburg.

Dated at Pietermaritzburg this 17th day of July 1995.

Tatham, Wilkes & Company, Plaintiff's Attorneys, Fourth Floor, Fedlife House, 251 Church Street, Pietermaritzburg. (Ref. H. M. Drummond/G27.)

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Reshma Ramraj Ramdah**, Defendant

Take notice that pursuant to a judgment of the above Honourable Court dated 26 April 1995 and writ of attachment of immovable property, the undermentioned immovable property will be sold in execution by the Sheriff of the Supreme Court for the District of Pietermaritzburg, on 18 August 1995 at 11:30, at the Sheriff's Offices, 5 Courtyard, Derek Hall, 172 Loop Street, Pietermaritzburg, to the highest bidder:

Subdivision 30 of Lot 1633, Pietermaritzburg, situated in the City of Pietermaritzburg, in extent one thousand three hundred and nine (1 309) square metres.

The property is situated at 17 Bradshaw Road, Bisley, Pietermaritzburg, KwaZulu/Natal and is improved by a dwelling-house constructed of brick under tile roof, consisting of lounge, dining-room, three bedrooms, one and a half bathroom, kitchen, garage and servant's toilet.

*Material 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.
2. The balance of the purchase price plus interest thereon at the rate of 16,25% (sixteen comma two five per centum) per annum with effect from the date of sale to date of payment thereof shall be payable on the date of registration of transfer and shall be guaranteed by a bank or building society guarantee to be furnished to the Plaintiff's conveyancers within 30 days of the date of the sale which guarantees shall provide that payment be made of the balance of the purchase price plus interest thereon against registration of transfer.

The full conditions of sale may be inspected at the offices of the Sheriff, 5 Courtyard, Derek Hall, 172 Loop Street, Pietermaritzburg.

Dated at Pietermaritzburg this 17th day of July 1995.

Tatham, Wilkes & Company, Plaintiff's Attorneys, Fourth Floor, Fedlife House, 251 Church Street, Pietermaritzburg. (Ref. H. M. Drummond/G15.)

Case 1133/95

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Sipho Petros Makhathini**, Defendant

Take notice that pursuant to a judgment of the above Honourable Court dated 9 May 1995 and writ of attachment of immovable property, the undermentioned immovable property will be sold in execution by the Sheriff of the Supreme Court for the District of Pietermaritzburg on 18 August 1995 at 11:30, at the Sheriff's Offices, 5 Courtyard, Derek Hall, 172 Loop Street, Pietermaritzburg, to the highest bidder:

*A unit consisting of:*

(a) Section 5 as shown and more fully described on Sectional Plan SS252/1984 in the scheme known as Gail Mansion in respect of the land and building or buildings situated at Pietermaritzburg, of which the floor area, according to the said sectional plan is 37 (thirty-seven) square metres in extent; and

(b) an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan;

held under Deed of Transfer 11226/94 subject to all the terms and conditions contained therein.

The property is situated at Flat 5, Gail Mansion, 129 Pietermaritz Street, Pietermaritzburg, KwaZulu/Natal and is improved by a single-storey flat constructed of brick under iron roof, consisting of lounge, bedroom with bathroom en suite and kitchen.

*Material 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.
2. The balance of the purchase price plus interest thereon at the rate of 17,25% (seventeen comma two five per centum) per annum with effect from the date of sale to date of payment thereof shall be payable on the date of registration of transfer and shall be guaranteed by a bank or building society guarantee to be furnished to the Plaintiff's conveyancers within 30 days of the date of the sale which guarantees shall provide that payment be made of the balance of the purchase price plus interest thereon against registration of transfer.

The full conditions of sale may be inspected at the offices of the Sheriff, 5 Courtyard, Derek Hall, 172 Loop Street, Pietermaritzburg.

Dated at Pietermaritzburg this 17th day of July 1995.

Tatham, Wilkes & Company, Plaintiff's Attorneys, Fourth Floor, Fedlife House, 251 Church Street, Pietermaritzburg. (Ref. H. M. Drummond/G36.)

## Case 1017/94

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF LOWER TUGELA HELD AT STANGER

In the matter between **NBS Bank Limited**, Execution Creditor, and **J. V. Naicker**, trading as Manor Bakery, First Execution Debtor, and **Anand Pillay**, trading as Manor Baker, Second Execution Debtor

In pursuance of a judgment granted on 25 May 1994 in the Magistrate's Court for the District of Lower Tugela, held at Stanger and a writ of execution issued thereunder, the immovable property of the Second Execution Debtor listed hereunder will be sold in execution on Friday, 18 August 1995 at 10:00, at the front entrance to the Magistrate's Court Building, Couper Street, Stanger:

*Description:* Lot 2051, Stanger Extension 19, situated in the Borough of Stanger, Administrative District of Natal, in extent nine twenty-three (923) square metres, street address: 18 Daffodil Street, Stanger Manor, Stanger.

*Improvements:* Double storey brick under tile dwelling consisting of:

*Upstairs:* Carpeted lounge, dining-room, kitchen with built-in cupboards.

*Bottom:* Three fully carpeted rooms with main en suite and double garage.

*Servants' quarters:* Room, bath and toilet.

*Zoning:* Special Residential (nothing is guaranteed in these respects).

The sale shall be for rands and no bids of less than one hundred (R100) shall be accepted.

The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.

1. The purchaser shall pay a deposit of ten per centum (10%) of the purchase price in cash immediately after the sale and the balance against transfer to be secured by a bank or building society guarantee to be approved by the Plaintiff's attorneys, to be furnished to the Sheriff of the Court or the auctioneer within fourteen (14) days after the sale.

2. The purchaser shall be liable for interest at the rate of 16,25% (sixteen comma two five per centum) per annum on the amounts of the award to the Plaintiff and the bond holder Investec Bank and the plan of distribution, calculated as from the date of transfer, both days inclusive.

3. Transfer shall be effected by the attorneys for the Execution Creditor and the purchaser shall pay all transfer costs, including transfer duty, current rates and other necessary charges to effect transfer upon request by the said attorney.

4. The property and the improvements thereon are sold voetstoots and without any warranties.

Dated at Durban this 7th day of July 1995.

K. L. Naidoo, for Livingston Leandy Incorporated, Execution Creditor's Attorneys, 10th Floor, First National Bank Building, corner of Smith and Field Streets, Durban. (Ref. KN/mp/11 N349 351.)

## Case 2038/94

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF UMZINTO HELD AT SCOTTBURG

In the matter between **Umkomaas Town Board**, Execution Creditor, versus **G. M. Masson** and **A. M. Masson** Execution Debtors

In pursuance of a judgment granted on 22 February 1995 in the Magistrate's Court, Umzinto, and under a writ of execution issued thereafter dated 22 February 1995 the immovable property listed hereunder will be sold in execution on 18 August 1995 at 10:00, at the Sheriff's Office, 1 Savell Place, Scottburgh South:

*Description:* A certain piece of land being: Subdivision 36 (of 1) of Lot 6, North Barrow 10533, situated in the Umkomaas Town Board Area, Administrative District of Natal, Province of KwaZulu/Natal, in extent 1 943 square metres. The property is held under Deed of transfer T19492/92.

*Postal address:* 36 Lourie Lane, Umkomaas.

*Improvements:* One brick and plaster under tile and galvanised sheeting consisting of three bedrooms, one has m.e.s., two lounges, full bathroom, kitchen, dining-room and totally enclosed porch.

*Outbuildings:* Brick and cement under asbestos, garage and large store-room.

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 (other than the Execution Creditor) 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 approved by the Execution Creditor's attorneys to be furnished to the Sheriff, Scottburgh, within 14 days after the date of the sale.

3. Transfer shall be effected by the attorneys for the Execution Creditor and the purchaser shall pay all transfer costs, 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 said attorneys.

4. The purchaser shall be liable to pay interest on any preferent creditor's claim calculated from the date of the sale to date of transfer.

The full conditions may be inspected at the offices of the Sheriff, 2 Savell Place, Scottburgh, or at the offices C. J. Moggridge, Scottburgh.

Dated at Scottburgh this 21st day of July 1995.

C. J. Moggridge, Execution Creditor's Attorneys, Suite 3, Surfer's Paradise Buildings, 145 Scott Street, Scottburgh, 4180. (Ref. Mr Mansoor.)



## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF DURBAN HELD AT DURBAN

In the matter between **The Trustees for the Time Being of the Brennan Trust & 4 Others**, Execution Creditor, and **Ramsay Kanakiah Naidoo**, First Execution Debtor, and **Bungaramma Naidoo**, Second Execution Defendant

In pursuance of a judgment in the Court of the Magistrate Durban, and writ of execution dated 9 December 1993, the immovable property listed hereunder will be sold in execution on 29 August 1995 at 10:00, in front of the Magistrate's Court, 1 Justice Street, Chatsworth Town Centre to the highest bidder:

*Description:* Lot 278, Umhlutuzana, situated in the City of Durban, Administrative District of Natal, in extent one thousand three hundred and one (1 301) square metres, held by the Execution Debtors under Deed of Transfer T17160/92. The immovable property is situated at 15 50th Avenue, Umhlutuzana.

*Improvements:* None.

Municipal electricity and water supply: Local Authority. *Possession:* Vacant possession is not guaranteed; premises are vacant 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 ten per centum (10%) 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 within fourteen (14) 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 shall 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 Sheriff's Office, 12 Oak Avenue, Kwarwastan, 4012. (Telephone 43-2217.)

Dated at Durban this 14th day of July 1995.

R. C. Lovell Greene, for Chapman Dyer Miles & Moorhead Inc., Execution Creditor's Attorney, 10th Floor, NBS Building, 300 Smith Street, Durban. (Ref. RLG/pk/14/C3761/93.)

## 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 **Milen Gveorgiev Marinov**, First Defendant, and **Elisaveta Stefanov Marinov**, Second Defendant

In pursuance of a judgment of the Magistrate's Court, Durban, dated 13 April 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, Empangeni, on 17 August 1995 at 11:00, at the front steps Magistrate's Office, Empangeni, without reserve:

*Property description:* A unit consisting of section 15 as shown and more fully described on Sectional Plan SS282/92, in the scheme known as The Best in respect of the land and buildings situated at Richards Bay, Administrative District of Natal, of which the floor area, according to the said sectional plan is 100 (one hundred) square metres in extent. Subject to the conditions therein contained.

*Physical address of property:* 16 The Best, Essenwoodway, Arboretum, Richards Bay.

*Zoning of property:* Special Residential.

*Improvements of property:* Two bedrooms, bathroom with toilet, open plan kitchen, lounge, dining-room and garage. (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% (ten per centum) of the purchase price in cash together with auctioneer's commission, in cash immediately after the sale. The balance of the purchase price is payable against transfer to be secured by a bank or building society guarantee approved by the Execution Creditor's attorneys and to be furnished to the Sheriff Empangeni, 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, Empangeni, The Old Sugar Mill, Millway, Empangeni.

Dated at Durban this 12th day of July 1995.

Woodhead Bigby & Irving, Plaintiff's Attorney, 650 Mansion House, 12 Field Street, Durban. (Ref. AVL/jb:09T3709.A5.)

## ORANGE FREE STATE ORANJE-VRYSTAAT

Saak 1460/95

### IN DIE LANDDROSHOF VIR DIE DISTRIK ODENDAALSRUS GEHOU TE ODENDAALSRUS

In die saak tussen **ABSA Bank Beperk**, voorheen Allied Bouvereniging Beperk, Eksekusieskuldeiser, en **Nqayigane Johnson Tula**, Eerste Eksekusieskuldenaar, en **Nomthandazo Cynthia Tula**, Tweede Eksekusieskuldenaar

Ingevolge 'n vonnis en 'n lasbrief vir eksekusie gedateer 26 Julie 1995 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 11 Augustus 1995 om 09:00:

Erf 1505, geleë in die dorpsgebied van Kutlwanong, distrik Odendaalsrus, groot 308 (drie nul agt) vierkante meter, gehou kragtens Sertifikaat van Geregistreerde Toekenning van Huurpag TL4481/1988, geregistreer op 22 November 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, drie slaapkamers, 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 17,25% (sewentien komma twee vyf persent) per jaar vanaf 1 Junie 1995 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) 4-4055/6.]

Saak 1463/95

### IN DIE LANDDROSHOF VIR DIE DISTRIK ODENDAALSRUS GEHOU TE ODENDAALSRUS

In die saak tussen **ABSA Bank Beperk**, voorheen Allied Bouvereniging Beperk, Eksekusieskuldeiser, en **Mziwamanene Godsiff Mnisi**, Eerste Eksekusieskuldenaar, en **Pinxy Mnisi**, Tweede Eksekusieskuldenaar

Ingevolge 'n vonnis en 'n lasbrief vir eksekusie gedateer 26 Junie 1995, 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 11 Augustus 1995 om 09:00:

Erf 1382, geleë in die dorpsgebied van Kutlwanong, distrik Odendaalsrus, groot 303 (drie nul drie) vierkante meter, gehou kragtens Sertifikaat van Geregistreerde Toekenning van Huurpag TL3487/88, geregistreer op 31 Augustus 1988, en onderworpe aan sodanige voorwaardes as wat meer volledig sal blyk uit die genoemde sertifikaat van geregistreerde huurpag.

*Verbeterings daarop:* Woonhuis met sitkamer, eetkamer, kombuis, drie slaapkamers, 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 17,25% (sewentien komma twee vyf persent) per jaar vanaf 1 Mei 1995 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) 4-4055/6.]

## IN DIE LANDDROSHOF VIR DIE DISTRIK ODENDAALSRUS GEHOU TE ODENDAALSRUS

In die saak tussen **ABSA Bank Beperk**, voorheen Allied Bouvereniging Beperk, Eksekusieskuldeiser, en **Thabo Hendrik Matsonyonyo**, Eerste Eksekusieskuldenaar, en **Nozinto Lena Matsonyonyo**, Tweede Eksekusieskuldenaar

Ingevolge 'n vonnis en 'n lasbrief vir eksekusie gedateer 26 Junie 1995 en uitgereik in die Landdroshof te Odendaalsrus, sal die reg, titel en belang in en tot die volgende onroerende eiendom verkoop word voor die Landdroshof, Odendaalsrus, op 11 Augustus 1995 om 09:00:

Erf 709, geleë in die dorpsgebied van Kutlwanong, distrik Odendaalsrus, groot 491 (vier nege een) vierkante meter, gehou kragtens Sertifikaat van Geregistreerde Toekenning van Huurpag TL24100/92, geregistreer op 21 Desember 1992 en onderworpe aan sodanige voorwaardes as wat meer volledig sal blyk uit die genoemde sertifikaat van geregistreerde huurpag.

*Verbeterings daarop:* Woonhuis met sitkamer, eetkamer, kombuis, drie slaapkamers, 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 Landdroshof, No. 32 van 1994, soos gewysig, en die reëls daarkragtens uitgevaardig.

2. Die koopprijs sal soos volg betaalbaar wees: 'n Deposito van 10% (tien persent) van die koopprijs in kontant of bankge-waarborgde tjek onmiddellik na afhandeling van die veiling en die onbetaalde balans tesame met rente op die koopprijs teen 17,25% (sewentien komma twee vyf persent) per jaar vanaf 1 Mei 1995 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) 4-4055/6.]

Saak 21081/94

## IN DIE LANDDROSHOF VIR DIE DISTRIK BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

In die saak tussen **Bloemfontein Plaaslike Oorgangsraad**, Eiser, en **De Bruin, L. A.**, Verweerder

Ingevolge 'n uitspraak in die Hof van die Landdros van Bloemfontein, en 'n lasbrief vir geregtelike verkoping gedateer 24 Mei 1995, sal die volgende eiendom op Vrydag, 18 Augustus 1995 om 10:00, by die Peetlaaningang van die Landdroshof, Bloemfontein, aan die hoogste bieder geregtelik verkoop word:

Sekere Erf 4270, geleë in die stad en distrik Bloemfontein, groot 991 vierkante meter, gehou kragtens Akte van Transport 11885/79 geregistreer op 19 Desember 1979, perseeladres te Dawid Fouriestraat 26, Noordhoek, Bloemfontein.

Die volgende verbeterings is aangebring maar niks word gewaarborg nie: Woonhuis bestaande uit drie slaapkamers, sitkamer, eetkamer, kombuis en badkamer.

*Buitegeboue:* Stoep, motorhuis en buitekamer.

Die verkoopvoorwaardes lê ter insae by die kantoor van die Balju Landdroshof, Bloemfontein-Oos, Barnesstraat 5, Bloemfontein, te kantoorure.

Geteken te Bloemfontein hierdie 14de dag van Julie 1995.

J. H. Truter, p.a. Naudes, Prokureur vir Eiser, Derde Verdieping, Trustfonteingebou, Posbus 260, St Andrewstraat 151, Bloemfontein.

Saak 21043/94

## IN DIE LANDDROSHOF VIR DIE DISTRIK BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

In die saak tussen **Bloemfontein Plaaslike Oorgangsraad**, Eiser, en **Havenga, J. J. en M. E.**, Verweerders

Ingevolge 'n uitspraak in die Hof van die Landdroshof van Bloemfontein, en 'n lasbrief vir geregtelike verkoping gedateer 9 Februarie 1995, sal die volgende eiendom op Vrydag, 18 Augustus 1995 om 10:00, by die Peetlaaningang van die Landdroshof, Bloemfontein, aan die hoogste bieder geregtelik verkoop word:

Gedeelte 7 van Erf 2492, geleë in die stad en distrik Bloemfontein, groot 1 098 vierkante meter, gehou kragtens Akte van Transport 24575/1992 geregistreer op 30 Desember 1992 (perseeladres Ambulansweg 5, Navalsig, Bloemfontein).

Die volgende verbeterings is aangebring maar niks word gewaarborg nie: Woonhuis bestaande uit gang, badkamer, sitkamer, vier slaapkamers, kombuis en eetkamer.

*Buitegeboue:* Stoep en motorhuis.

Die verkoopvoorwaardes lê ter insae by die kantoor van die Balju Landdroshof, Bloemfontein-Oos, Barnesstraat 5, Bloemfontein, te kantoorure.

Geteken te Bloemfontein hierdie 13de dag van Julie 1995.

J. H. Truter, p.a. Naudes, Prokureurs vir Eiser, Derde Verdieping, Trustfonteingebou, Posbus 260, St Andrewstraat 151, Bloemfontein.



Saak 18493/93

## IN DIE LANDDROSHOF VIR DIE DISTRIK BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

In die saak tussen **Naledi Meule (Edms.) Beperk**, Eiser, en **Freddy Kenney**, Verweerder

Ingevolge 'n vonnis van bogenoemde Agbare Hof op 7 Januarie 1994, en lasbrief van eksekusie, gedateer 9 Maart 1995, sal die volgende eiendom in eksekusie verkoop word op 18 Augustus 1995 om 10:00, te Peetlaaningang tot die Landdroshof, Bloemfontein, te wete:

Sekere Erf 50343, Mangaung, geleë te Mangaung, distrik Bloemfontein, gehou TL19198/92, Verband B965/94 tgv KSOK.

Die verkoopvoorwaardes is ter insae by die kantore van die Balju van die Landdroshof te Barnesstraat 5, Westdene, Bloemfontein, en/of by die Eksekusieskuldeiser se prokureur, p.a. Honey & Vennote, Tweede Verdieping, Watervalsentrum, Aliwalstraat, Bloemfontein, gedurende kantoorure.

Geteken te Bloemfontein op hierdie 6de dag van Julie 1995.

J. J. van Zyl, vir Honey & Vennote, Prokureur vir Eiser, Tweede Verdieping, Watervalsentrum, Aliwalstraat, Bloemfontein.

Saak 1462/95

## IN DIE LANDDROSHOF VIR DIE DISTRIK ODENDAALSRUS GEHOU TE ODENDAALSRUS

In die saak tussen **ABSA Bank Beperk**, voorheen Allied Bouvereniging Beperk, Eksekusieskuldeiser, en **Nhlanhla David Memela**, Eerste Eksekusieskuldenaar, en **Phillipina Mojabeng Memela**, Tweede Eksekusieskuldenaar

Ingevolge 'n vonnis en 'n lasbrief vir eksekusie gedateer 26 Junie 1995, 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 11 Augustus 1995 om 09:00:

Erf 1379, geleë in die dorpsgebied Kutlwanong, distrik Odendaalsrus, groot 304 (drie nul vier) vierkante meter, gehou kragtens Sertifikaat van Geregisteerde Toekenning van Huurpag TL3489/88, geregistreer op 31 Augustus 1988, en onderworpe aan sodanige voorwaardes as wat meer volledig sal blyk uit die genoemde sertifikaat van geregisteerde huurpag.

*Verbeterings daarop:* Woonhuis met sitkamer, kombuis, drie slaapkamers, 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 bankge-waarborgde tjek onmiddellik na afhandeling van die veiling en die onbetaalde balans tesame met rente op die koopprys teen 17,25% (sewentien komma twee vyf persent) per jaar vanaf 1 Mei 1995 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 verkoopvoor-waardes 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) 4-4055/6.]

Case 1261/95

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF WELKOM HELD AT WELKOM

In the matter between **ABSA Bank Limited (Allied)**, Plaintiff, and **Modise Petros Lekaota**, First Defendant, and **Tsalinyana Suzan Lekaota**, Second Defendant

In pursuance of a judgment in the Court of the Welkom Magistrate's Court, granted on 23 February 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 25 August 1995 at 11:00, at the Magistrate's Court, Tulbach Street, Welkom, namely certain:

Certain Erf 11070, Thabong, District of Welkom, measuring 441 (four hundred and forty-one) square metres, held by the Defendants by Certificate of Registered Right of Leasehold TL3744/1988, known as 11070 Thabong, District of Welkom.

*Improvements:* Residential property with lounge, dining-room, kitchen, three bedrooms, bathroom, toilet, garage 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 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 17th day of July 1995.

M. C. Louw, for Daly & Neumann Inc., Attorney for Plaintiff, Dalman House, Graaf Street, Welkom, 9460. (Ref. M. C. Louw/LVR/AL771.)

Case 9295/95

#### IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF WELKOM HELD AT WELKOM

In the matter between **ABSA Bank Limited** (Allied), Plaintiff, and **Cornelis Carel Potgieter van Tonder**, Defendant

In pursuance of a judgment in the Court of the Welkom Magistrate's Court granted on 29 June 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 25 August 1995 at 11:00, at the Magistrate's Court, Tulbach Street, Welkom, namely certain:

Certain Erf 4246, situated in the Township of Riebeeckstad, District of Welkom, measuring 833 (eight hundred and thirty-three) square metres, held by the Defendant by Deed of Transfer T7998/1988, known as 37 Hofman Street, Riebeeckstad.

*Improvements:* Residential property with lounge, dining-room, kitchen, three bedrooms, bathroom with toilet and shower, double carport 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 date of 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 17th day of July 1995.

M. C. Louw, for Daly & Neumann Inc., Attorney for Plaintiff, Dalman House, Graaf Street, Welkom, 9460. (Ref. M. C. Louw/LVR/AL681.)

Case 2712/95

#### IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF WELKOM HELD AT WELKOM

In the matter between **ABSA Bank Limited** (Allied), Plaintiff, and **Hebeng Jim Nonyana**, First Defendant, and **Baphumang Enica Nonyana**, Second Defendant

In pursuance of a judgment in the Court of the Welkom Magistrate's Court, granted on 25 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 25 August 1995 at 11:00, at the Magistrate's Court, Tulbach Street, Welkom, namely certain:

Certain Erf 4310, Thabong, District of Welkom, measuring 233 (two hundred and thirty-three) square metres, held by the Defendants by Deed of Transfer T2237/1988, known as 4310 Thabong, District of Welkom.

*Improvements:* Residential property with lounge, kitchen, three bedrooms, bathroom, toilet and carport (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 13th day of July 1995.

M. C. Louw, for Daly & Neumann Inc., Attorney for Plaintiff, Dalman House, Graaf Street, Welkom, 9460. (Ref. M. C. Louw/LVR/AL432.)

Case 7510/95

#### IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF WELKOM HELD AT WELKOM

In the matter between **ABSA Bank Limited** (Allied), Plaintiff, and **Tahleho Shadrack Masitsa**, First Defendant, and **Makapoko Jennette Masitsa**, Second Defendant

In pursuance of a judgment in the Court of the Welkom Magistrate's Court, granted on 9 June 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 25 August 1995 at 11:00, at the Magistrate's Court, Tulbach Street, Welkom, namely certain:

Certain Erf 11797, Thabong, District of Welkom, measuring 352 (three hundred and fifty-two) square metres, held by the Defendants by Certificate of Registered Right of Leasehold TL3437/1987, known as 11797 Thabong, District of Welkom.

*Improvements:* Residential property with lounge, dining-room, 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 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 18th day of July 1995.

M. C. Louw, for Daly & Neumann Inc., Attorney for Plaintiff, Dalman House, Graaf Street, Welkom, 9460. (Ref. M. C. Louw/LVR/AL831.)

Saak 14161/93

#### IN DIE LANDDROSHOF VIR DIE DISTRIK WELKOM GEHOU TE WELKOM

In die saak tussen **Standard Bank van SA Beperk**, Eksekusieskuldeiser, en **Reatile Samule Keboneilwe**, Eksekusieskuldenaar

Ingevolge 'n vonnis van die Welkom Landdroshof gedateer 22 Desember 1993, en 'n lasbrief vir eksekusie, sal die volgende eiendom verkoop word op Vrydag, 15 September 1995 om 10:00, te die Landdroshof, Welkom:

Sekere Erf 18653, geleë in die dorp Thabong, distrik Welkom, groot 260 (tweehonderd en sestig) vierkante meter, gehou deur die Verweerder kragtens Sertifikaat van Geregistreerde Huurpag TL4524/1991.

*Verbeterings:* Woonhuis met gewone buitegeboue.

#### Voorwaardes van verkoping:

(a) Die eiendom sal voetstoots en sonder reserwe verkoop word aan die hoogste bieder, onderhewig aan die bepalings van die Wet op Landdroshowe, No. 32 van 1944, soos gewysig en die reëls daarkragtens uitgevaardig.

(b) Die koopprys sal soos volg betaalbaar wees: 'n Deposito van 10% (tien persent) van die koopprys in kontant onmiddellik na afhandeling van die veiling en die onbetaalde balans tesame met rente is betaalbaar binne 14 (veertien) dae na die verkoping of moet binne gemelde tydperk verseker word deur 'n bank- of bouverenigingwaarborg.

(c) Die volle verkoopvoorwaardes wat deur die Balju of die afslaer uitgelees sal word onmiddellik voor die verkoping, kan gedurende kantoorure by die kantoor van die Balju nagesien word.

Gedateer te Welkom hierdie 10de dag van Julie 1995.

L. P. Grimsell, vir Andrews, Podbielski & Grimsell, Eiser se Prokureurs, Boland Bankgebou, Elizabethstraat, Posbus 595, Welkom, 9460. (Verw. Grimsell/cvn/Z19502.)



## IN DIE LANDDROSHOF VIR DIE DISTRIK WELKOM GEHOU TE WELKOM

In die saak tussen **Standard Bank van SA Beperk**, Eksekusieskuldeiser, en **Masumo Samson Pharo**, Eksekusieskuldenaar

Ingevolge 'n vonnis van die Welkom Landdroshof gedateer 26 Januarie 1995, en 'n lasbrief vir eksekusie, sal die volgende eiendom verkoop word op Vrydag, 15 September 1995 om 10:00, te die Landdroshof, Welkom:

Sekere Erf 18645, geleë in die dorp Thabong, distrik Welkom, groot 250 (tweehonderd en vyftig) vierkante meter, gehou deur die Verweerder kragtens Transportakte T9472.

*Verbeterings:* Woonhuis met gewone buitegeboue.

*Voorwaardes van verkoping:*

(a) Die eiendom sal voetstoots en sonder reserwe verkoop word aan die hoogste bieder, onderhewig aan die bepalings van die Wet op Landdroshof, No. 32 van 1944, soos gewysig en die reëls daarkragtens uitgevaardig.

(b) Die koopprys sal soos volg betaalbaar wees: 'n Deposito van 10% (tien persent) van die koopprys in kontant onmiddellik na afhandeling van die veiling en die onbetaalde balans tesame met rente is betaalbaar binne 14 (veertien) dae na die verkoping of moet binne gemelde tydperk verseker word deur 'n bank- of bouverenigingwaarborg.

(c) Die volle verkoopvoorwaardes wat deur die Balju of die afslaer uitgelees sal word onmiddellik voor die verkoping, kan gedurende kantoorure by die kantoor van die Balju nagesien word.

Gedateer te Welkom hierdie 10de dag van Julie 1995.

L. P. Grimsell, vir Andrews, Podbielski & Grimsell, Eiser se Prokureurs, Boland Bankgebou, Elizabethstraat, Posbus 595, Welkom, 9460. (Verw. Grimsell/cvn/Z21947.)

Saak 777/95

## IN DIE LANDDROSHOF VIR DIE DISTRIK WELKOM GEHOU TE WELKOM

In die saak tussen **Standard Bank van SA Beperk**, Eksekusieskuldeiser, en **Bonisle Richard Fihlani**, Eksekusieskuldenaar

Ingevolge 'n vonnis van die Welkom Landdroshof gedateer 17 Februarie 1995, en 'n lasbrief vir eksekusie, sal die volgende eiendom verkoop word op Vrydag, 15 September 1995 om 10:00, te die Landdroshof, Welkom:

Sekere Erf 18270, geleë in die dorp Thabong, distrik Welkom, groot 240 (tweehonderd en veertig) vierkante meter, gehou deur die Verweerder kragtens Transportakte T2618/1993.

*Verbeterings:* Woonhuis met gewone buitegeboue.

*Voorwaardes van verkoping:*

(a) Die eiendom sal voetstoots en sonder reserwe verkoop word aan die hoogste bieder, onderhewig aan die bepalings van die Wet op Landdroshof, No. 32 van 1944, soos gewysig en die reëls daarkragtens uitgevaardig.

(b) Die koopprys sal soos volg betaalbaar wees: 'n Deposito van 10% (tien persent) van die koopprys in kontant onmiddellik na afhandeling van die veiling en die onbetaalde balans tesame met rente is betaalbaar binne 14 (veertien) dae na die verkoping of moet binne gemelde tydperk verseker word deur 'n bank- of bouverenigingwaarborg.

(c) Die volle verkoopvoorwaardes wat deur die Balju of die afslaer uitgelees sal word onmiddellik voor die verkoping, kan gedurende kantoorure by die kantoor van die Balju nagesien word.

Gedateer te Welkom hierdie 10de dag van Julie 1995.

L. P. Grimsell, vir Andrews, Podbielski & Grimsell, Eiser se Prokureurs, Boland Bankgebou, Elizabethstraat, Posbus 595, Welkom, 9460. (Verw. Grimsell/cvn/Z22514.)

Saak 12142/94

## IN DIE LANDDROSHOF VIR DIE DISTRIK WELKOM GEHOU TE WELKOM

In die saak tussen **Standard Bank van SA Beperk**, Eksekusieskuldeiser, en **Motsoage David Moloi**, Eksekusieskuldenaar

Ingevolge 'n vonnis van die Welkom Landdroshof gedateer 26 Januarie 1995, en 'n lasbrief vir eksekusie, sal die volgende eiendom verkoop word op Vrydag, 15 September 1995 om 10:00, te die Landdroshof, Welkom:

Sekere Erf 19870, geleë in die dorp Thabong, distrik Welkom, groot 260 (tweehonderd en sesig) vierkante meter, gehou deur die Verweerder kragtens Sertifikat van Geregistreerde Huurpag TL3909/1991.

*Verbeterings:* Woonhuis met gewone buitegeboue.

*Voorwaardes van verkoping:*

(a) Die eiendom sal voetstoots en sonder reserwe verkoop word aan die hoogste bieder, onderhewig aan die bepalings van die Wet op Landdroshof, No. 32 van 1944, soos gewysig en die reëls daarkragtens uitgevaardig.

(b) Die koopprys sal soos volg betaalbaar wees: 'n Deposito van 10% (tien persent) van die koopprys in kontant betaalbaar na afhandeling van die veiling en die onbetaalde balans tesame met rente is betaalbaar binne 14 (veertien) dae na die verkoping of moet binne gemelde tydperk verseker word deur 'n bank- of bouverenigingwaarborg.

(c) Die volle verkoopvoorwaardes wat deur die Balju of die afslaer uitgelees sal word onmiddellik voor die verkoping, kan gedurende kantoorure by die kantoor van die Balju nagesien word.

Gedateer te Welkom hierdie 10de dag van Julie 1995.

L. P. Grimsell, vir Andrews, Podbielski & Grimsell, Eiser se Prokureurs, Boland Bankgebou, Elizabethstraat, Posbus 595, Welkom, 9460. (Verw. sbus 595, Welkom, 9460. (Verw. Grimsell/cvn/Z21934.)

Saak 12009/93

## IN DIE LANDDROSHOF VIR DIE DISTRIK WELKOM GEHOU TE WELKOM

In die saak tussen **Standard Bank van SA Beperk**, Eksekusieskuldeiser, en **Mnr. Lenkane Meshack Phelane**, Eksekusieskuldenaar

Ingevolge 'n vonnis van die Welkom Landdroshof, gedateer 16 November 1993 en 'n lasbrief vir eksekusie, sal die volgende eiendom verkoop word op Vrydag, 15 September 1995 om 10:00, te die Landdroshof, Welkom:

**Sekere:** Erf 23719, geleë in die dorp Thabong, distrik Welkom, groot 347 (driehonderd sewe-en-veertig) vierkante meter, gehou deur die Verweerder kragtens Sertifikaat van Geregistreerde Huurpag TL7652/1991.

**Verbeterings:** Woonhuis met gewone buitegeboue.

**Voorwaardes van verkoping:**

(a) Die eiendom sal voetstoots en sonder reserwe verkoop word aan die hoogste bieder, onderhewig aan die bepalings van die Wet op Landdroshowe, No. 32 van 1944, soos gewysig en die reëls daarkragtens uitgevaardig.

(b) Die koopprys sal soos volg betaalbaar wees: 'n Deposito van 10% (tien persent) van die koopprys in kontant onmiddellik na afhandeling van die veiling en die onbetaalde balans tesame met rente is betaalbaar binne 14 (veertien) dae na die verkoping of moet binne gemelde tydperk verseker word deur 'n bank- of bouverenigingwaarborg.

(c) Die volle verkoopvoorwaardes wat deur die Balju of die afslaer uitgelees sal word onmiddellik voor die verkoping, kan gedurende kantoorure by die kantoor van die Balju nagesien word.

Gedateer te Welkom hierdie 10de dag van Julie 1995.

L. P. Grimsell, vir Andrew, Podbielski & Grimsell, Eiser se Prokureur, Boland Bankgebou, Elizabethstraat, Posbus 595, Welkom, 9460. (Verw. Grimsell/cvn/Z19110.)

Saak 12888/93

## IN DIE LANDDROSHOF VIR DIE DISTRIK WELKOM GEHOU TE WELKOM

In die saak tussen **Standard Bank van SA Beperk**, Eksekusieskuldeiser, en **Mnr. Botha Johannes Magahlela**, Eksekusieskuldenaar

Ingevolge 'n vonnis van die Welkom Landdroshof, gedateer 15 November 1993, en 'n lasbrief vir eksekusie, sal die volgende eiendom verkoop word op Vrydag, 15 September 1995 om 10:00, te die Landdroshof, Welkom:

**Sekere:** Erf 18378, geleë in die dorp Thabong, distrik Welkom, groot 351 (driehonderd een-en-veertig) vierkante meter, gehou deur die Verweerder kragtens Sertifikaat van Geregistreerde Vrypag TE1819/1992.

**Verbeterings:** Woonhuis met gewone buitegeboue.

**Voorwaardes van verkoping:**

(a) Die eiendom sal voetstoots en sonder reserwe verkoop word aan die hoogste bieder, onderhewig aan die bepalings van die Wet op Landdroshowe, No. 32 van 1944, soos gewysig en die reëls daarkragtens uitgevaardig.

(b) Die koopprys sal soos volg betaalbaar wees: 'n Deposito van 10% (tien persent) van die koopprys in kontant onmiddellik na afhandeling van die veiling en die onbetaalde balans tesame met rente is betaalbaar binne 14 (veertien) dae na die verkoping of moet binne gemelde tydperk verseker word deur 'n bank- of bouverenigingwaarborg.

(c) Die volle verkoopvoorwaardes wat deur die Balju of die afslaer uitgelees sal word onmiddellik voor die verkoping, kan gedurende kantoorure by die kantoor van die Balju nagesien word.

Gedateer te Welkom hierdie 10de dag van Julie 1995.

L. P. Grimsell, vir Andrews, Podbielski & Grimsell, Eiser se Prokureur, Boland Bankgebou, Elizabethstraat, Posbus 595, Welkom, 9460. (Verw. Grimsell/cvn/Z19222.)

Case 5204/91

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF LOWER UMFOLOZI HELD AT EMPANGENI

In the matter between **Aida Real Estate**, Plaintiff, and **A. Hansen**, Defendant

In pursuance of a judgment granted on 29 October 1993 in the above Court, and a warrant of execution issued thereafter, the immovable property listed hereunder shall be sold in execution to the highest bidder on 18 August 1995 at 10:00, to be held at the Magistrate's Court, Bloemfontein, Peetlane Entrance:

1. (a) **Deeds office description:** Lot 7462, situated in the City and District of Bloemfontein, in extent 1 031 square metres, held by Deed of Transfer T12269/91.

(b) **Street address:** 12 Orleansweg, Bloemfontein.

(c) **Property description** (not warranted to be corrected): Single storey, brick under harvey tile roof, dwelling comprising of three bedrooms, lounge, dining-room, bathroom and single garage.

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

2. The conditions of sale may be inspected at the office of the Clerk of the Court, Empangeni, and at the office of the Sheriff of the Magistrate's Court, Magistrate's Court, Bloemfontein, Peetlane entrance.

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

Dated at Empangeni this 3rd day of July 1995.

Truter James de Ridder, Lincoln's Inn, 1 Victoria Lane, 7 Maxwell Street, Empangeni. (Ref. 257/91K.)

# PUBLIC AUCTIONS, SALES AND TENDERS OPENBARE VEILINGS, VERKOPE EN TENDERS

## TRANSVAAL

**PHIL MINNAAR BK**

(BK93/29245/23)

### INSOLVENTE BOEDELVEILING VAN NETJIESE DRIESLAAPKAMERWONING TE MIDDELBURG-UITBREIDING 9

In opdrag van die Kurator in die insolvente boedel van **A. B. Reynolds**, Meestersverwysing T1456/95, verkoop ons die ondergenoemde eiendom per openbare veiling op Dinsdag, 8 Augustus 1995 om 11:00:

*Plek van veiling:* Ferrostraat 10, Middelburg-uitbreiding 9.

*Beskrywing van eiendom:* Erf 2692, bekend as Ferrostraat 10, Middelburg-uitbreiding 9, Registrasieafdeling JS, Transvaal, groot 980 m<sup>2</sup>.

*Verbeterings:* Hierdie staansinkdakwoning bestaan uit drie slaapkamers, sit/eetkamer, badkamer, aparte toilet, kombuis met houtkaste en opwasarea, toesluitmotorhuis, gevestigde tuin en ommuur.

*Besigtiging:* Vanaf 1 Augustus daaglik.

*Terme:* 20% (twintig persent) deposito en balans binne 45 dae na bekragtiging.

*Navrae:* Skakel Dirkie by (012) 322-8330/1.

Phil Minnaar BK, Posbus 28265, Sunnyside, 0132. [Tel. (012) 322-8330/1/2.] [Faks. (012) 322-9263.]

### ELI STRÖH VEILINGS

### INSOLVENTE BOEDELVEILING VAN 22, 8801 HA PLOT MET GOEIE TEËLDAK, WOONHUIS SLEGS 2 KM NOORD VAN PIETERSBURG

Behoorlik daartoe gelas deur die Kurator in die saak insolvente boedel **E. van Heerden**, Meestersverwysingsnommer T1261/95, sal ons verkoop op Vrydag, 4 Augustus 1995 om 10:00, te die eiendom:

Volg die Louis Trichardt teerpad vir ongeveer 2 km, draai links by rigtingwysers.

*Die eiendom:* Sekere Gedeelte 55, van die plaas Palmietfontein, Registrasieafdeling 684 LS, Transvaal.

*Verbeteringe:* Stewige teëldakwoning bestaande uit vyf slaapkamers, studeerkamer, ingangsportaal, sitkamer, gesinskamer, eetkamer, kombuis en twee volle badkamers.

Buitegeboue bestaande uit dubbelmotorhuis, braai area en plaveisel.

Ander verbeteringe bestaan uit toegeruste boorgat met tenkstaander en tenk, sementdam en verdeel in kampe.

*Afslaaersnota:* Voornemende kopers, hierdie is 'n pragtige eiendom baie naby aan die dorp geleë. As u 'n goeie plot wil koop wat dieselfde attribute het as 'n huis in die dorp moet u nie hierdie veiling misloop nie.

*Voorwaardes van verkoop:* 10% (tien persent) deposito op dag van veiling en balans binne 30 dae na datum van bekragtiging. Bekragtiging binne 7 (sewe) dae na datum van veiling.

Vir meer besonderhede kontak die Afslaaers Eli Ströh Eiendomsagente & Afslaaers, Groblerstraat 14B, Posbus 1238, Pietersburg. [Tel. (0152) 295-6439/0/1/2.]

### VAN'S AFSLAERS

### VEILING EIENDOM

In opdrag van die kurator van insolvente boedel **H. Honeycomb** en **C. J. F. Honeycomb**, T243/95, verkoop Van's Afslaaers ondervermelde eiendom, onderhewig aan bekragtiging, per openbare veiling op 2 Augustus om 11:00, te Hoewe 56, Kalbasfontein, Fochville:

*Beskrywing:* Gedeelte 56, van die plaas Kalbasfontein 365 IQ, groot 8,5653 ha.

*Verbeterings:* Drieslaapkamerwoonhuis.

*Betaling:* 10% (tien persent) deposito plus kommissie. Balans binne 30 dae.

*Inligting:* Van's Afslaaers (012) 335-2974.

### MANNIE AUCTIONEERING COMPANY

JO STEL PROPERTY CC (IN LIQUIDATION) T1296/95

Duly instructed by the Liquidators in the above matter we will sell by public auction on the spot **Impala Butchery**, 6 Reading Road, Evander, on Tuesday, 8 August 1995 at 10:30, the following:

Modern factory/warehouse building (with offices), Evander.

Certain Erf 1414, situated at 6 Reading Road, Evander, measuring approximately 1 801 square metres, upon which is erected a modern factory built of brick under IBR with sisalation comprising:

Tiled warehouse/factory area, mezzanine storage, ablutions, two roller shutter doors, seven offices with cloakrooms, kitchen, concrete wall with steel security gate, enormous loading area under IBR roof, concrete paved driveway, delivery vehicle parking area and concrete paved customer parking area.



*Terms:* 15% (fifteen per centum) deposit on signature of the conditions of sale and the balance within 30 days from date of confirmation.

This is a wonderful opportunity to acquire your own premises, available for immediate occupation.

Now on view, watchman in attendance.

Mannie Auctioneering Company. Tel. (011) 334-3810. Fax. (011) 334-1542.

### MANNIE AUCTIONEERING COMPANY

INSOLVENT ESTATE P. B. N. AND A. J. PRINSLOO, MASTER'S REF. T961/95

Duly instructed by the Trustee in the above matter we will sell by public auction on the spot 4 Beetle Avenue, Kenleaf Extension 8, Brakpan, on Monday, 14 August 1995 at 10:30, the following:

Magnificent three-bedroomed home with study, family room, separate entry, granny flat and three car garage, Kenleaf Extension 8, Brakpan.

Certain Erf 74, situated at 4 Beetle Avenue, Kenleaf Extension 8, Brakpan, measuring approximately 2 090 square metres, upon which is erected a magnificent face brick home.

*Terms:* 15% (fifteen per centum) deposit on signature of the conditions of sale and the balance within 30 days from date of confirmation.

Now on view, watchman in attendance.

Mannie Auctioneering Company. Tel. (011) 334-3810. Fax. (011) 334-1542.

### MANNIE AUCTIONEERING COMPANY

INSOLVENT ESTATE LETSTER MARTIN GRIBBLE, MASTER'S REF. T1132/95

Duly instructed by the Provisional Trustee in the above matter we will sell by public auction on Thursday, 10 August 1995 at 10:45, as follows:

On the spot, 13 Barbet Street, Three Rivers East, Vereeniging.

Magnificent Klinker Brick three-bedroomed semi-double storey home with study, playroom, pool and tennis court.

Certain Erf 311, situated at 13 Barbet Street, Three Rivers East, Vereeniging, measuring approximately 1 981 square metres with improvements thereon.

On view Tuesdays and Thursdays from 15:00 to 17:00, at 12:30, on the spot 50B Riviera International Villas Two, Mario Milani Drive, Vereeniging:

Two-bedroomed villa with covered balcony.

Certain Unit 50B corresponding to Sectional Title Unit 39, Riviera International Villas Two, Mario Milani Drive, Vereeniging, measuring approximately 74 square metres and registered under Sectional Title Register 9/88.

Viewing by appointment, please phone Mr Stark (016) 21-2019.

*Terms:* 15% (fifteen per centum) deposit on signature of the conditions of sale and the balance within 30 days from date of confirmation.

This is a wonderful opportunity to acquire your own premises, available for immediate occupation.

Now on view, watchman in attendance.

Mannie Auctioneering Company. Tel. (011) 334-3810. Fax. (011) 334-1542.

### PHIL MINNAAR BK

(CK93/29245/23)

INSOLVENTE BESTORWE BOEDELVEILING VAN TWEESLAAPKAMERWONING TE "THE ORCHARDS-UITBREIDING 11"

In opdrag van die Eksekuteur in die bestorwe insolvente boedel **L. Burger**, Boedel 3792/95, verkoop ons die ondergenoemde eiendom per openbare veiling op Maandag, 7 Augustus 1995 om 12:00:

*Plek van veiling:* Strausstraat 39, The Orchards-uitbreiding 11, Pretoria-Noord.

*Beskrywing van eiendom:* Erf 1354, bekend as Strausstraat 39, The Orchards-uitbreiding 11, Pretoria-Noord, Registrasie-afdeling JR, Transvaal, groot 825 m<sup>2</sup>.

*Verbeterings:* Hierdie staanteëldakwoning bestaan uit twee slaapkamers, badkamer, sit/eetkamer (met matre), kombuis, enkelmotorafdek, ommuur (betonmure) en gevestigde tuin.

*Terme:* 20% (twintig persent) deposito in kontant of bankgewaarborgde tjek en balans binne 45 dae na aanvraag.

*Besigtiging:* Skakel mev. Burger by (012) 324-3561 (W) vir afspraak.

*Navrae:* Skakel Dirkie by (012) 322-8330/1.

Phil Minnaar BK, Posbus 28265, Sunnyside, 0132. [Tel. (012) 322-8330/1] [Faks. (012) 322-9263.]

**PHIL MINNAAR BK**

(CK93/29245/23)

**INSOLVENTE BOEDELVEILING VAN DRIESLAAPKAMERWONING, CHANTELE (AKASIA), PRETORIA-NOORD**

In opdrag van die Kurator in die insolvente boedel **J. du Toit**, Meestersverwysing T4552/94, verkoop ons ondergenoemde eiendom per openbare veiling op Maandag, 7 Augustus 1995 om 11:00:

*Plek van veiling:* Bamboesstraat 27, Chantelle-uitbreiding 1, Akasia, Pretoria-Noord.

*Beskrywing van eiendom:* Erf 10, bekend as Bamboesstraat 27, Chantelle-uitbreiding 1, Akasia, Pretoria-Noord, Registrasieafdeling JR, Transvaal, groot 810 m<sup>2</sup>.

*Verbeterings:* Hierdie platdakwoning bestaan uit drie slaapkamers (hoofslaapkamer met badkamer), badkamer, sitkamer, eetkamer, TV-kamer, kombuis, matte en teëls, dubbel toesluit motorhuis en ommuur.

*Besigtiging:* Daaglik.

*Terme:* 20% (twintig persent) deposito in kontant of bankgewaarborgde tjek en balans binne 45 dae na bekragtiging.

*Navrae:* Skakel Dirkie by (012) 322-8330/1.

Phil Minnaar BK, Posbus 28265, Sunnyside, 0132. [Tel. (012) 322-8330/1.] [Faks. (012) 322-9263.]

**PHIL MINNAAR BK****INSOLVENTE BOEDEL J. D. OTTO, MEESTERSVERWYSING T5140/93 EN INSOLVENTE BOEDEL U. E. GOLDING, MEESTERSVERWYSING T3268/94**

Behoorlik gemagtig deur die Kurators in bogenoemde boedels verkoop ons per openbare veiling, op 3 Augustus 1995 om 11:00, Erwe 149, 704, 81, 82, 920 en 701, Vaaloewer, Vanderbijlpark.

*Voorwaardes:* 20% (twintig persent) van verkoopprijs kontant of bankgewaarborgde tjek met toeslaan van bod. Restant deur verskaffing van waarborge binne dertig (30) dae van bevestiging van verkoping.

Phil Minnaar Afslaers, Johannesburg. [Tel. (011) 475-5133.]

**PLASE TE KOOP**

Op las van die Land- en Landboubank van Suid-Afrika sal die Balju: Hooggeregshof, MIDDELBURG op 18 Augustus 1995 10:00 voor die Landdroskantoor te MIDDELBURG die ondergemelde eiendomme by publieke veiling verkoop:—

(1) Gedeelte 1 van die plaas **UITGEZOCHT 194**,

Registrasie-afdeling I.S., Transvaal;

GROOT: 333,7434 Hektaar

(Eiendom (1) blykens Akte van Transport T33179/1966)

(2) Resterende Gedeelte van die Plaas **WINKELHAAK 723**,

Registrasie-afdeling J.T., Transvaal;

GROOT: 1030,4626 Hektaar

(Eiendom (2) blykens Akte van Transport T33179/1966 ten opsigte van een-halwe aandeel en Akte van Transport T11570/1973 ten opsigte van een-halwe aandeel.)

in die naam van **JOZEF CORNELIUS VON WIELLIGH**

Die eiendomme is in 'n beheerde gebied naamlik CL - RPBA geleë. Die aandaag van voornemende kopers word daarop gevestig dat hul hulself moet vergewis of enige belastinge ten opsigte van die eiendomme betaalbaar is.

Ligging van hierdie eiendomme:—

Eiendom (1) 13 km wes van Hendrina

Eiendom (2) 10 km oos van Badplaas

Geboue en verbeterings wat beweer word om op die eiendomme te bestaan is:—

*Eiendom (1)*

Woonhuis, woonstel, 2 motorhuise, 3 kamers, kantoor, 4 store en stal. Vekeerend omhein en verdeel in kampe. 4 Boorgate, grondnam en spruit.

*Eiendom (2)*

Woonhuis, dubbelmotorhuis, bediendekamer, kantoor, 2 skure, afdakke, pakkamer, 7 arbeidershuise en 2 enjinkamers. Vekeerend omhein en verdeel in kampe. Komatirivier vorm 'n grens van die eiendom. 2 Gronddamme, 2 kanale, 2 boorgate, 2 sementdamme en spruit.

Voornemende kopers se aandaag word daarop gevestig dat daar geen verpligting op die Landbank rus om grense of bakens ten opsigte van die eiendomme uit te wys nie. Geen versekering kan gegee word dat die beweerde geboue en ander verbeterings wel bestaan of op die eiendomme soos hierbo gemeld, geleë is nie, of dat enige daarvan vry van retensiereg of huurkoop-ooreenkoms is, of dat 'n aangrensende eienaar geen belang of kontribusie-eis ten opsigte van 'n grensheining het nie.

Die eiendomme word voetstoots verkoop soos dit staan, onderworpe aan alle serwitute en voorwaardes in die titelakte(s) vermeld.

By die toeslaan van die bot moet die koper die volgende in kontant of per bankgewaarborgde tjek betaal:—

(a) Minstens een-tiende van die koopprys

(b) 2,5% Afslaerskommissie onderworpe aan 'n maksimum van R7 500. (14% BTW indien van toepassing is eksklusief betaalbaar). Waar eiendomme aan meer as een koper verkoop word is die totale kommissie vir al die kopers saam onderworpe aan hierdie maksimum op 'n pro rata-basis.

(c) Alle koste in verband met die verkoping wat insluit advertensiekoste.

(d) BTW indien van toepassing, dit is 14% op die volle koopprys;

Die saldo van die koopsom, plus 17,5% 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, belastinge en hereregte wat nodig mag wees om transport in sy naam te registreer. Hierdie bedrae moet betaal word sodra die Landbank dit versoek.

Die eiendomme word verkoop vry van enige huurooreenkomste, bewoningsregte, koopoooreenkomste en/of vruggebruik.

Die Landbank behou hom die reg voor om enige eiendom wat te koop aangebied word te enige tyd van die verkoping te onttrek.

VERWYSINGSNOMMER: ADAC 02117 01G (REGTE)

Land- en Landboubank van Suid-Afrika, Posbus 375, Pretoria, 0001. 20 Julie 1995.

### PLASE TE KOOP

Op las van die Land- en Landboubank van Suid-Afrika sal die Balju: Hooggeregshof, POTGIETERSRUS op 18 Augustus 1995 om 10:00 voor die Landdroskantoor te POTGIETERSRUS die ondergemelde eiendomme by publieke veiling verkoop:—

(1) GEDEELTE 178 van die plaas STERKRIVIERNEDERSETTING 253,

Registrasie Afdeling K.R., Transvaal;

GROOT: 11,4195 hektaar

(2) GEDEELTE 28 (Perseel 43) van die plaas STERKRIVIERNEDERSETTING 253,

Registrasie Afdeling K.R., Transvaal;

GROOT: 38,1990 hektaar

Eiendomme (1) en (2) blykens Grondbrief T34809/1974

in die naam van DIRK ADRIAAN JACOBUS SWART

Ligging van hierdie eiendomme:—

33 km wes van Potgietersrus

Geboue en verbeterings wat beweer word om op die eiendomme te bestaan is:—

*Eiendomme (1) en (2)*

Woonhuis en rondawel, stoorgeboue en pakkamer, hoender- en varkhokke. Veakerend omhein en verdeel in kampe. Boorgat, skemadam en grondadam. Eiendom (2) ressorteer onder die Sterkrivier Staatswaterskema en 20,1 hektaar is daaronder ingelys. Die koper is verantwoordelik vir oorpasing 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 eiendomme uit te wys nie. Geen versekering kan gegee word dat die beweerde geboue en ander verbeterings wel bestaan of op die eiendomme soos hierbo gemeld, geleë is nie, of dat enige daarvan vry van retensiereg of huurkoopoooreenkoms is, of dat 'n aangrensende eienaar geen belang of kontribusie-eis ten opsigte van 'n grensheining het nie.

Die eiendomme word voetstoots verkoop soos dit staan, onderworpe aan alle serwitute en voorwaardes in die titelakte(s) vermeld.

By die toeslaan van die bot moet die koper die volgende in kontant of per bankgewaarborgde tjek betaal:—

(a) Minstens een-tiende van die koopprys

(b) 2,5% Afslaerskommissie onderworpe aan 'n maksimum van R7 500. (14% BTW indien van toepassing is eksklusief betaalbaar). Waar eiendomme aan meer as een koper verkoop word is die totale kommissie vir al die kopers saam onderworpe aan hierdie maksimum op 'n pro rata-basis.

(c) Alle koste in verband met die verkoping wat insluit advertensiekoste.

(d) BTW indien van toepassing, dit is 14% op die volle koopprys;

Die saldo van die koopsom, plus 17,5% 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, belastinge en hereregte wat nodig mag wees om transport in sy naam te registreer. Hierdie bedrae moet betaal word sodra die Landbank dit versoek.

Die eiendomme word verkoop vry van enige huurooreenkomste, bewoningsregte, koopoooreenkomste en/of vruggebruik.

Die Landbank behou hom die reg voor om enige eiendom wat te koop aangebied word te enige tyd van die verkoping te onttrek.

VERWYSINGSNOMMER: AGAC 00921 03G (REGTE)

Land- en Landboubank van Suid-Afrika, Posbus 375, Pretoria, 0001. 20 Julie 1995.



**PLASE TE KOOP**

Op las van die Land- en Landboubank van Suid-Afrika sal die Balju: Hooggeregshof, MIDDELBURG op 18 Augustus 1995 om 11:00 voor die Landdroskantoor te MIDDELBURG die ondergemelde eiendomme by publieke veiling verkoop:—

(1) GEDEELTE 4 ('n Gedeelte van Gedeelte 3) van die plaas BIRMINGHAM 197

Registrasie Afdeling I.S., TRANSVAAL;

GROOT 171,3064 Hektaar;

GEDEELTE 2 van die plaas BIRMINGHAM 197,

Registrasie Afdeling I.S., TRANSVAAL;

GROOT 305,9960 Hektaar;

Blykens Akte van Transport T1996/1994 in die naam van MARTHINUS JOHANNES VON WIELLIGH

Die eiendomme is in 'n beheerde gebied naamlik CL-RPBA geleë. Die aandag van voornemende kopers word daarop gevestig dat hul hulself moet vergewis of enige belasting ten opsigte van die eiendomme betaalbaar is.

Ligging van hierdie eiendomme:—

5 km wes van Hendrina

Geboue en verbeterings wat beweer word om op die eiendomme te bestaan is:—

Woonhuis, motorhuis, 2 store, woonstel en buitekamer. Veekerend omhein en verdeel in kampe. 3 Boorgate en gronddam.

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 17,5% 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, belastinge en hereregte wat nodig mag wees om transport in sy naam te registreer. Hierdie bedrae moet betaal word sodra die Landbank dit versoek.

Die eiendomme word verkoop vry van enige huurooreenkomste, bewoningsregte, koop-ooreenkomste en/of vruggebruik.

Die Landbank behou hom die reg voor om enige eiendom wat te koop aangebied word te enige tyd van die verkoping te onttrek.

VERWYSINGSNOMMER: ADAC 02720 01G (REGTE)

Land- en Landboubank van Suid-Afrika, Posbus 375, Pretoria, 0001. 20 Julie 1995.

---

**BID-A-BID AUCTIONEERS**

Duly instructed by the Trustee of insolvent estate **M. I. van Vuuren**, Master's Ref. T3726/94, we will sell the assets at Plot 111, Dan Pienaar Drive, Tedderfield, on 3 August 1995 at 10:30:

Terms: Cash or bank-guaranteed cheques only.

Bid-A-Bid CC, P.O. Box 129, Eikenhof, 1872. (011) 948-8052/3.

---

**BID-A-BID AUCTIONEERS**

Duly instructed by the Trustee of insolvent estate **M. J. Ellis**, Master's Ref. T4100/94, we will sell the assets at Plot 111, Dan Pienaar Drive, Tedderfield, on 3 August 1995 at 10:30:

Terms: Cash or bank-guaranteed cheques only.

Bid-A-Bid CC, P.O. Box 129, Eikenhof, 1872. (011) 948-8052/3.

---

**BID-A-BID AUCTIONEERS**

Duly instructed by the Liquidator of **Eclipse Electrical CC**, in liquidation, Master's Ref. T1541/95, we will sell the assets at Plot 111, Dan Pienaar Drive, Tedderfield, on 3 August 1995 at 10:30:

Terms: Cash or bank-guaranteed cheques only.

Bid-A-Bid CC, P.O. Box 129, Eikenhof, 1872. (011) 948-8052/3.

---

**BID-A-BID AUCTIONEERS**

Duly instructed by the Trustee of insolvent estate **T. E. and M. E. Pearce**, Master's Ref. T1631/94, we will sell the assets at Plot 111, Dan Pienaar Drive, Tedderfield, on 3 August 1995 at 10:30:

*Terms:* Cash or bank-guaranteed cheques only.

Bid-A-Bid CC, P.O. Box 129, Eikenhof, 1872. (011) 948-8052/3.

---

**BID-A-BID AUCTIONEERS**

Duly instructed by the Liquidator of **Silvermark Wares (Pty) Ltd**, in liquidation, Master's Ref. T4550/94, we will sell the assets at Plot 111, Dan Pienaar Drive, Tedderfield, on 3 August 1995 at 10:30:

*Terms:* Cash or bank-guaranteed cheques only.

Bid-A-Bid CC, P.O. Box 129, Eikenhof, 1872. (011) 948-8052/3.

---

**BID-A-BID AUCTIONEERS**

Duly instructed by the Liquidator of **Voster & Kie. Ingelyf**, in liquidation, Master's Ref. T1613/95, we will sell the assets at Plot 111, Dan Pienaar Drive, Tedderfield, on 3 August 1995 at 10:30:

*Terms:* Cash or bank-guaranteed cheques only.

Bid-A-Bid CC, P.O. Box 129, Eikenhof, 1872. (011) 948-8052/3.

---

**BID-A-BID AUCTIONEERS**

Duly instructed by the Liquidator of **Young & Stylish CC**, in liquidation, Master's Ref. T4745/93, we will sell the assets at Plot 111, Dan Pienaar Drive, Tedderfield, on 3 August 1995 at 10:30:

*Terms:* Cash or bank-guaranteed cheques only.

Bid-A-Bid CC, P.O. Box 129, Eikenhof, 1872. (011) 948-8052/3.

---

**BID-A-BID AUCTIONEERS**

Duly instructed by the Trustee of insolvent estate **P. Blatch**, Master's Ref. T507/95, we will sell the assets at Plot 111, Dan Pienaar Drive, Tedderfield, on 3 August 1995 at 10:30:

*Terms:* Cash or bank-guaranteed cheques only.

Bid-A-Bid CC, P.O. Box 129, Eikenhof, 1872. (011) 948-8052/3.

---

**BID-A-BID AUCTIONEERS**

Duly instructed by the Trustee of insolvent estate **P. L. Bodenstein**, Master's Ref. T3791/94, we will sell the assets at Plot 111, Dan Pienaar Drive, Tedderfield, on 3 August 1995 at 10:30:

*Terms:* Cash or bank-guaranteed cheques only.

Bid-A-Bid CC, P.O. Box 129, Eikenhof, 1872. (011) 948-8052/3.

---

**BID-A-BID AUCTIONEERS**

Duly instructed by the Trustee of insolvent estate **D. J. A. and G. Booyens**, Master's Ref. T3167/94, we will sell the assets at Plot 111, Dan Pienaar Drive, Tedderfield, on 3 August 1995 at 10:30:

*Terms:* Cash or bank-guaranteed cheques only.

Bid-A-Bid CC, P.O. Box 129, Eikenhof, 1872. (011) 948-8052/3.

---

**BID-A-BID AUCTIONEERS**

Duly instructed by the Trustee of insolvent estate **S. J. Chilly**, Master's Ref. T559/94, we will sell the assets at Plot 111, Dan Pienaar Drive, Tedderfield, on 3 August 1995 at 10:30:

*Terms:* Cash or bank-guaranteed cheques only.

Bid-A-Bid CC, P.O. Box 129, Eikenhof, 1872. (011) 948-8052/3.

---

**BID-A-BID AUCTIONEERS**

Duly instructed by the Trustee of insolvent estate **R. L. Dudley**, Master's Ref. T1292/95, we will sell the assets at Plot 111, Dan Pienaar Drive, Tedderfield, on 3 August 1995 at 10:30:

*Terms:* Cash or bank-guaranteed cheques only.

Bid-A-Bid CC, P.O. Box 129, Eikenhof, 1872. (011) 948-8052/3.

---

**BID-A-BID AUCTIONEERS**

Duly instructed by the Trustee of insolvent estate **P. J. Introna**, Master's Ref. T222/95, we will sell the assets at Plot 111, Dan Pienaar Drive, Tedderfield, on 3 August 1995 at 10:30:

*Terms:* Cash or bank-guaranteed cheques only.

Bid-A-Bid CC, P.O. Box 129, Eikenhof, 1872. (011) 948-8052/3.

---

**BID-A-BID AUCTIONEERS**

Duly instructed by the Liquidator of **L & A Petroleum Services CC**, in liquidation, Master's Ref. T1508/95, we will sell the assets at Plot 111, Dan Pienaar Drive, Tedderfield, on 3 August 1995 at 10:30:

*Terms:* Cash or bank-guaranteed cheques only.

Bid-A-Bid CC, P.O. Box 129, Eikenhof, 1872. (011) 948-8052/3.

---

**BID-A-BID AUCTIONEERS**

Duly instructed by the Trustee of insolvent estate **T. Lennon**, Master's Ref. T4785/94, we will sell the assets at Plot 111, Dan Pienaar Drive, Tedderfield, on 3 August 1995 at 10:30:

*Terms:* Cash or bank-guaranteed cheques only.

Bid-A-Bid CC, P.O. Box 129, Eikenhof, 1872. (011) 948-8052/3.

---

**BID-A-BID AUCTIONEERS**

Duly instructed by the Liquidator of **Odding Loodgieters CC**, in liquidation, Master's Ref. T702/95, we will sell the assets at Plot 111, Dan Pienaar Drive, Tedderfield, on 3 August 1995 at 10:30:

*Terms:* Cash or bank-guaranteed cheques only.

Bid-A-Bid CC, P.O. Box 129, Eikenhof, 1872. (011) 948-8052/3.

---

**BID-A-BID AUCTIONEERS**

Duly instructed by the Trustee of insolvent estate **H. V. and E. L. Searle**, Master's Ref. T4179/94, we will sell the assets at Plot 111, Dan Pienaar Drive, Tedderfield, on 3 August 1995 at 10:30:

*Terms:* Cash or bank-guaranteed cheques only.

Bid-A-Bid CC, P.O. Box 129, Eikenhof, 1872. (011) 948-8052/3.

---

**BID-A-BID AUCTIONEERS**

Duly instructed by the Trustee of insolvent estate **B. S. and J. S. van der Linde**, Master's Ref. T4383/94, we will sell the assets at Plot 111, Dan Pienaar Drive, Tedderfield, on 3 August 1995 at 10:30:

*Terms:* Cash or bank-guaranteed cheques only.

Bid-A-Bid CC, P.O. Box 129, Eikenhof, 1872. (011) 948-8052/3.

---

**TRIDENT AUCTIONEERS****THREE-BEDROOMED FAMILY HOUSE, CASSEDALE, SPRINGS**

Duly instructed by the Trustee in the insolvent estate **P. J. and G. Smit**, Master's Ref. T3293, we will offer for sale by public auction completely without reserve and to the highest bidder the property described below on site being:

61 Irving Steyn Street, Casseldale, Springs, on Thursday, 3 August 1995 at 10:00 sharp.

Being Stand 605, Casseldale, Springs, measuring 1,115 square metres, comprising of the following:

Three bedrooms, bathroom with separate toilet, lounge, dining-room, family room, kitchen, single garage and separate storeroom.

*Viewing:* Wednesday, 2 August from 10:00 to 16:00.

*Terms:* 15% (fifteen per centum) deposit on the fall of the hammer in cash or bank-guaranteed cheque and the balance in cash or suitable guarantees within 30 days of confirmation of sale. Seven days confirmation.

For further particulars contact the Auctioneers on (011) 786-9503/5.



**TRIDENT AUCTIONEERS****THREE—FOURBEDROOMED FAMILY HOUSE, KEMPTON PARK, ESTHER PARK**

Duly instructed by the Trustee in the insolvent estate **J. M. Pretorius**, Master's Ref. T566/95, we will offer for sale by public auction completely without reserve and to the highest bidder the property described below on site being:

33 Rhino Street, Esther Park, Kempton Park, on Tuesday, 1 August 1995 at 10:00 sharp.

Being Erf 81, Kempton Park, measuring 1,000 square metres, comprising of the following:

Three—four bedrooms, two bathrooms main en suite, lounge, dining-room, kitchen, built-in bar, double garage and swimming-pool.

*Viewing:* Monday, 31 July 1995 from 10:00 to 16:00.

*Terms:* 15% (fifteen per centum) deposit on the fall of the hammer in cash or bank-guaranteed cheque and the balance in cash or suitable guarantees within 30 days of confirmation of sale. Seven days confirmation.

For further particulars contact the Auctioneers on (011) 786-9503/5.

**PWV AFSLAERS BK**

(CK88/07967/23)

**RUIM WOONHUIS TE ERMELO**

In opdrag van die Kurator in die insolvente boedel **John David Kirk**, Meestersverwysing T1316/95, word die volgende per publieke veiling aangebied:

Sekere Erf 3765, Ermelo-uitbreiding 14, beter bekend as Voortrekkerlaan 56, Ermelo, Registrasieafdeling IT, Transvaal, groot 1 543 vierkante meter, met die volgende verbeteringe daarop:

- (1) Ruim woonhuis bestaande uit sitkamer, eetkamer, familiekamer, kombuis, vier slaapkamers (hoof en suite).
- (2) Buitegeboue bestaande uit dubbeltoesluitmotorhuis, bediendekamer met aparte badkamer/toilet.

*Datum:* 18 Augustus 1995.

*Tyd:* 11:00.

*Plek:* Op die perseel Voortrekkerlaan 56, Ermelo.

*Afslaersnota:* 15% (vyftien persent) deposito by val van die hamer.

**BOLAND BANK EIENDOMSDIENSTE EN AFSLAERS (EDMS.) BPK****LIKWIDASIE- EN INSOLVENSIEVEILING VAN VOERTUIE EN MEUBLEMENT**

Behoorlik daartoe gemagtig deur die Likwidateurs en Kurator van die volgende, word ondergenoemde per openbare veiling aangebied op Saterdag, 29 Julie 1995 om 10:00, te Boland Bank Veilingslokaal, Bucklestraat, Silverton:

**Specialised Aircraft Utilisation (Edms.) Bpk.**, in likwidasie, Meestersverwysing T3889/93, 1993 Mercedes Benz 220E en 1991 VW Jetta CLX.

**Pronto Developers (Edms.) Bpk.**, in likwidasie, Meestersverwysing T4191/94, 1987 Isuzu 1600 L.A.W.

**Diroba Trade International BK**, in likwidasie, Meestersverwysing T690/95, 1990 Ford Triton Diesel.

Insolvente boedel **L. Egen**, Meestersverwysing T751/95, 1993 Mazda Drifter 1600 L.A.W.

Insolvente boedel **W. en A. M. Maree**, Meestersverwysing T569/95, 1989 Opel Monza GLX, dubbelbed, muureenheid, eetkamerstel, Blaupunkt TV en M-net dekodeerder.

*Terme:* Streng kontant of bankgewaarborgde tjeks met dag van die veiling. BTW waar van toepassing.

*Registrasie:* Terugbetaalbare deposito van R500.

*Besigtiging:* Vrydag, 28 Julie 1995 vanaf 10:00 tot 15:00.

*Let wel:* Geen waarborge uitdruklik of stilswyend, word verskaf omtrent die egtheid van die omskrywings nie en alles word voetstoots verkoop.

*Navrae:* Ian Coetzee of Bennie Ellis (012) 804-1440.

*Afslaer:* Koos van Rensburg (012) 804-1440.

Boland Bank Eiendomsdienste en Afslaers (Edms.) Bpk., Eastwaysentrum, 246, Pretoriaweg 617, Silverton.

**AUCTRADE AFSLAERS****INSOLVENTE BOEDELVEILING VAN 'N RUIM SEMI-DUBBELVERDIEPINGWONING GELEË WONING GELEË TE NYLSTROOM**

In opdrag van die Kurator in die insolvente boedel, **R. E. Otto**, Meestersverwysing T625/95, verkoop ons die ondervermelde eiendom per publieke veiling ter plaatse op 8 Augustus 1995 om 11:00, te Hospitaalstraat 18, Nylstroom.

*Eiendom:* Restant van Erf 351, Nylstroom, ook bekend as Hospitaalstraat 18, Nylstroom, Gauteng, grootte 2 855 m<sup>2</sup>.

*Verbeterings:* *Onderste vlak:* Sitkamer, studeerkamer, eetkamer, gesinskamer, kombuis met houtkaste, opwasarea, hoofslaapkamer met badkamer, twee slaapkamers, badkamer en dubbelmotorhuis.

*Boonste vlak:* Ontspanningslokaal, badkamer en slaapkamer.

*Buitegeboue:* Twee bediendekamers, stoorkamer, dam en swembad met aantrekkamer.

*Verkoopvoorwaardes van eiendom:* 10% (tien persent) deposito van die koopprys in kontant of bankgewaarborgde tjek met die toeslaan van die bod. Die verkoping is onderhewig aan bekragtiging. Waarborg ter versekering van die balans van die koopprys moet voorsien word binne 30 dae na bekragtiging van die verkoping.

*Besigtiging/Besonderhede:* Skakel die Afslaer by (012) 87-2346 of 082 5548 617.

Auctrade Afslaers, Posbus 30124, Sunnyside.

## PETER WILLIAMS AUCTIONEERING & PROPERTY SERVICES (PTY) LTD

(Reg. No. 83/3833)

### INSOLVENT ESTATE SALE OF NORTH-FACING DUPLEX FLAT, LYTTTELTON

Duly instructed thereto by the Trustee in the insolvent estate of **J. Coetzee**, Master's Ref. T4477/94, we will sell, subject to confirmation, on Saturday, 12 August 1995 at 10:00, on the spot, i.e. Flat 2, Hortulus, Van Riebeeck Avenue, Lyttelton (between Hofmeyer and Molteno Streets), the undermentioned flat:

Unit 2, Hortulus Flats, measuring 85 square metres, situated in Van Riebeeck Avenue, Lyttelton.

A north-facing two-bedroomed brick under iron duplex flat with bathroom and separate toilet, lounge/dining-room with sliding doors leading onto a private garden with braai area, kitchen with cup-boards and four-plate stove. All living rooms have wall-to-wall carpets in good conditions. Car-port.

*Auctioneer's note:* This flat is situated opposite Laerskool Fleur and Fleurtoin Park in van Riebeeck Avenue.

*Viewing:* Tuesdays and Thursdays from 15:30—17:30 or by appointment.

*Terms:* 15% (fifteen per centum) deposit on day of sale and balance within 30 days of confirmation.

*Financing:* A substantial building society loan is available to an approved purchaser.

*For further details:* Contact the Auctioneer's, Peter Williams Auctioneering & Property Services (Pty) Ltd, 181 Louis Trichardt Street, Pretoria. Tel. 335-2931/2.

## ELI STRÖH VEILINGS

### INSOLVENTE BOEDELVEILING VAN DRIESLAAPKAMERWOONHUIS MET SWEMBAD GELEË IN DIE BO-DORP, PIETERSBURG, SOWEL AS ANDER LOSBATES

Behoorlik daartoe gelas deur die Kurator in die saak insolvente boedel **W. G. Jordaan**, Meestersverwysingsnommer T374/95, sal ons verkoop per openbare veiling op Vrydag, 4 Augustus 1995 om 11:00, te die eiendom Compensatiestraat 1, Pietersburg:

*Die eiendom:* Sekere Gedeelte 1, van die restant van Erf 724, Pietersburg, Registrasieafdeling LS, Transvaal, groot 1 428 m<sup>2</sup>.

*Verbeteringe:* Stewige staansinkdakwoning bestaande uit drie slaapkamers, een-en-'n-halwe badkamer, aparte toilet, sitkamer, eetkamer, kombuis, aparte opwas, aantrekkamer, ontspannings-/familiekamer met ingeboude kroeg.

*Ander:* (a) Buitegeboue bestaande uit enkelmotorhuis, twee stoorkamers, bediendekamer en toilet.

(b) Swembad.

(c) Volledig ommuur.

*Roerende bates:* Twee 1987 Nissan 1400 LAV, petrol kragopwekker, elektriese boor, slypwiël, drie traplere, lessenaar en stoel, multi toetser, mega toetser, mega toetser, verskeidenheid elektriese voorraad en nog meer.

*Afslaersnota:* Die eiendom bevind hom in 'n baie populêre woongebied van Pietersburg, sentraal geleë, naby skole, kerke en besigheidssentrums. Voornemende kopers word aangeraai om die veiling by te woon. Lys van roerende bates onderhewig aan veranderings.

*Voorwaardes van verkoop:* (a) *Vaste eiendom:* 10% (tien persent) deposito op die dag van die veiling en balans binne 45 (vyf-en-veertig) dae na datum van bekragtiging. Bekragtiging binne 7 (sewe) dae na datum van veiling.

(b) *Roerende bates:* Kontant of bankgewaarborgde tjeks alleenlik. BTW word gehef op alle losbates.

Vir meer besonderhede kontak die Afslaers Eli Ströh Eiendomsagente & Afslaers, Groblerstraat 14B, Posbus 1238, Pietersburg. [Tel. (0152) 295-6439/0/1/2.]

## CAPE • KAAP

### JAAP VAN DEVENTER AFSLAERS

#### PUBLIEKE VEILING

Behoorlik daartoe gemagtig deur die Kurator in die insolvente boedel van **Marina Greyling**, Meestersverwysing T627/95, sal die ondervermelde woonstel aangebied word op 4 Augustus 1995 om 12:00, te die betrokke eiendom:

*Eiendom:* La Rochewoonstelle, Eenheid 6, geleë in noorde Paarl.

*Verbeterings:* Hierdie is 'n pragtige drieslaapkamerwoonstel met dubbelgeriewe, kombuis, sit- eetkamer.

**Afslatersnota:** Baie netjiese woonstel geleë in natuurskone Paarl en baie ideaal vir beginners of 'n afgetrede egpaar. Beslis 'n baie goeie koop.

**Voorwaardes van koop:** 15% (vyftien persent) deposito op datum van veiling en die balans per bank- of bougenootskapwaarborg binne 30 (dertig) dae na datum van veiling. Rente op die uitstaande balans sal gehef word teen heersende bougenootskapskoerse.

Vir meer besonderhede kontak Hercules Campher (0132) 25203 (kantoorure); of 21170 (na-ure).

### JAAP VAN DEVENTER AFSLAERS

#### PUBLIEKE VEILING

Behoorlik daartoe gemagtig deur die Kurator in die insolvente boedel van **Marina Greyling**, Meestersverwysing T627/95, sal die ondervermelde woonstel aangebied word op 3 Augustus 1995 om 12:00, te die betrokke eiendom:

**Eiendom:** Die Palmwoonstelle 7, hoek van Viljoen- en Kogelstraat, Middelburg-Suid.

**Verbeterings:** 'n Baie baie mooi vierslaapkamerwoonstel met dubbel geriewe, sitkamer, eetkamer, kombuis, dubbelmotorhuis, stoorkamer en twee bediendekamers, asook 'n netjiese privaat tuintjie.

**Afslatersnota:** Dit is baie selde dat 'n netjiese woonstel in so 'n goeie toestand in 'n gesogde deel van Middelburg beskikbaar word.

**Voorwaardes van koop:** 15% (vyftien persent) deposito op datum van veiling en die balans per bank- of bougenootskapwaarborg binne 30 (dertig) dae na datum van veiling. Rente op die uitstaande balans sal gehef word teen heersende bougenootskapskoerse.

Vir meer besonderhede kontak Hercules Campher (0132) 25203 (kantoorure); of 21170 (na-ure).

### JAAP VAN DEVENTER AFSLAERS

#### PUBLIEKE VEILING

Behoorlik daartoe gemagtig deur die Kurator in die insolvente boedel van **Marina Greyling**, Meestersverwysing T627/95, sal die ondervermelde erf aangebied word op 5 Augustus 1995 om 12:00, te die betrokke eiendom:

**Eiendom:** Erf 785, Franskraalstrand, groot 751 vierkante meter, onverbeterde erf.

**Voorwaardes van koop:** 15% (vyftien persent) deposito op datum van veiling en die balans per bank- of bougenootskapwaarborg binne 30 (dertig) dae na datum van veiling. Rente op die uitstaande balans sal gehef word teen heersende bougenootskapskoerse.

Vir meer besonderhede kontak Hercules Campher (0132) 25203 (kantoorure); of 21170 (na-ure).

### PLAAS TE KOOP

Op las van die Land- en Landboubank van Suid-Afrika sal die Balju: Hooggeregshof, UPINGTON op 18 Augustus 1995 om 10:00 voor die Landdroskantoor te UPINGTON die ondergemelde eiendom by publieke veiling verkoop:—

GEDEELTE 2 (TOEVAL) van die plaas KALAHARI-WES 251

GELEE in die Afdeling GORDONIA Provinsie Noordkaap

GROOT 8086,7228 hektaar

Blykens Akte van Transport T2327/1981

in die naam van JOHANNES CHRISTOFFEL BEKKER

Die titelakte sal op die dag van verkoping beskikbaar wees vir insae deur voornemende kopers.

Ligging van hierdie eiendom:

163 km noord van Upington

Geboue en verbeterings wat beweer word om op die eiendom te bestaan is:—

Voorafvervaardigde woonhuis, 2 store, arbeidershuis. Jakkalsproef omhein en verdeel in kampe. 3 Boorgate, 8 reservoirs, suipkrippe.

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 eiendomme soos hierbo gemeld, geleë is nie, of dat enige daarvan vry van retensiereg of huurkoop-ooreen-koms 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% Afslaterskommissie 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, belastinge en hereregte wat nodig mag wees om transport in sy naam te registreer. Hierdie bedrae moet betaal word sodra die Landbank dit versoek.

Die eiendom word verkoop vry van enige huurooreenkomste, bewoningsregte, koop-ooreenkomste en/of vruggebruik.

Die Landbank behou hom die reg voor om enige eiendom wat te koop aangebied word te enige tyd van die verkoping te onttrek.

VERWYSINGSNOMMER: DFAA 02516 01G/02G (REGTE)

Land- en Landboubank van Suid-Afrika, Posbus 375, Pretoria, 0001. 20 Julie 1995.

---

## NATAL

---

### PLASE TE KOOP

Op las van die Land- en Landboubank van Suid-Afrika sal die Balju: Hooggeregshof, WEENEN op 23 Augustus 1995 om 10:00 voor die Landdroskantoor te WEENEN die ondergemelde eiendomme by publieke veiling verkoop:—

(1) Restant van Ond 1 van die Plaas BELLEVUE 13190, geleë in die Administratiewe Distrik van Natal, groot 478,4981 hektaar.

(2) Restant van die Plaas Bellevue 13190, geleë in die Administratiewe Distrik van Natal, groot 482,6594 hektaar.

Eiendomme (1) en (2) blykens Akte van Transport T17920/1985

in die naam van GEORGE FREDERICK VERMAAK

L.W. Eiendom (1) is onderhewig aan die onteining van 6,9889 hektaar deur die Natalse Paaiedepartement

Ligging van hierdie eiendomme:—

25 km suidoos van Weenen

Geboue en verbeterings wat beweer word om op die eiendomme te bestaan is:—

Woonhuis, 4 rondawels, afdak, hoenderhuis, stoor met afdak, stoor met stoorkamers. Veekerend omhein en verdeel in kampe. Boorgat, 7 gronddamme en Mdubenispruit.

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 koopprijs

(b) 2,5% Afslaerskommissie onderworpe aan 'n maksimum van R7 500. (14% BTW indien van toepassing is eksklusief betaalbaar). Waar eiendomme aan meer as een koper verkoop word is die totale kommissie vir al die kopers saam onderworpe aan hierdie maksimum op 'n pro rata-basis.

(c) Alle koste in verband met die verkoping wat insluit advertensiekoste.

(d) BTW indien van toepassing, dit is 14% op die volle koopprijs;

Die saldo van die koopsom, plus 17,5% 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, belastinge en hereregte wat nodig mag wees om transport in sy naam te registreer. Hierdie bedrae moet betaal word sodra die Landbank dit versoek.

Die eiendomme word verkoop vry van enige huurooreenkomste, bewoningsregte, koop-ooreenkomste en/of vruggebruik.

Die Landbank behou hom die reg voor om enige eiendom wat te koop aangebied word te enige tyd van die verkoping te onttrek.

VERWYSINGSNOMMER: CABO 04674 01G (REGTE)

Land- en Landboubank van Suid-Afrika, Posbus 375, Pretoria, 0001. 19 Julie 1995.

---

## ORANGE FREE STATE ORANJE-VRYSTAAT

---

### PLAAS TE KOOP

Op las van die Land- en Landboubank van Suid-Afrika sal die Balju: Hooggeregshof, VREDE op 25 Augustus 1995 om 10:00 voor die Landdroskantoor te VREDE die ondergemelde eiendom by publieke veiling verkoop:—

Die plaas la Rochelle 850, distrik Vrede, provinsie Vrystaat

GROOT: 428,2660 hektaar

Blykens Akte van Transport T7277/1978

in die naam van MATTHEUS GERHARDUS GELDENHUYS

Ligging van hierdie eiendom:—

48 km noordnoordwes van Vrede

Geboue en verbeterings wat beweer word om op die eiendom te bestaan is:—

Woonhuis, enjinkamer, bediendekamer, 2 store, afdak, pakkamer en beesdip.

Veekerend omhein en verdeel in kampe. 3 Boorgate, 7 sementdamme, 6 suipkrippe, 4 gronddamme en spruit.

Voornemende kopers se aandag word daarop gevestig dat daar geen verpligting op die Landbank rus om grense of bakens ten opsigte van die eiendom uit te wys nie. Geen versekering kan gegee word dat die beweerde geboue en ander verbeterings wel bestaan, of dat enige daarvan vry van retensiereg of huurkoop-ooreenkoms is, of dat 'n aangrensende eienaar geen belang of kontribusie-eis ten opsigte van 'n grensheining het nie.

Die eiendom word voetstoots verkoop soos dit staan, onderworpe aan alle serwitute en voorwaardes in die titelakte vermeld.

By die toeslaan van die bot moet die koper die volgende in kontant of per bankgewaarborgde tjek betaal:—

(a) Minstens een-tiende van die koopprijs.

(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 koopprijs;

Die saldo van die koopsom, plus 17,5% 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, belastinge en hereregte wat nodig mag wees om transport in sy naam te registreer. Hierdie bedrae moet betaal word sodra die Landbank dit versoek.

Die eiendom word verkoop vry van enige huurooreenkoms, bewoningsregte, koop-ooreenkoms en/of vruggebruik.

Die Landbank behou hom die reg voor om enige eiendom wat te koop aangebied word te enige tyd van die verkoping te onttrek.

VERWYSINGSNOMMER: BAAJ 02288 01G (REGTE)

Land- en Landboubank van Suid-Afrika, Posbus 375, Pretoria, 0001. 20 Julie 1995.

#### PLASE TE KOOP

Op las van die Land- en Landboubank van Suid-Afrika sal die Balju: Hooggeregshof, CLOCOLAN op 18 Augustus 1995 om 10:00 voor die Landdroskantoor te CLOCOLAN die ondergemelde eiendomme by publieke veiling verkoop:—

(1) Die restant van die plaas STOCKLAND 97, distrik Clocolan,  
Provinsie Vrystaat

GROOT: 95,7789 hektaar

(2) Die restant van die plaas STOCKLAND "A" 95, distrik Clocolan,  
Provinsie Vrystaat

GROOT: 197,7833 hektaar

Blykens Akte van Transport T1258/1987

in die naam van JAN WIESNER LE GRANGE

Ligging van hierdie eiendomme:—

15 km noordoos van Clocolan

Geboue en verbeterings wat beweer word om op die eiendomme te bestaan is:—

Woonhuis, 3 store, werkswinkel, rondawel, woonstel, melkstal, perdestalle en kalwerhokke. Veekerend omhein en verdeel in kampe. 8 Boorgate, 5 Boorgate, 5 sementdamme, 4 suipkrippe, 2 gronddamme en spruit met keerwalle.

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 koopprijs

(b) 2,5% Afslaerskommissie onderworpe aan 'n maksimum van R7 500. (14% BTW indien van toepassing is eksklusief betaalbaar). Waar eiendomme aan meer as een koper verkoop word is die totale kommissie vir al die kopers saam onderworpe aan hierdie maksimum op 'n pro rata-basis.

(c) Alle koste in verband met die verkoping wat insluit advertensiekoste.

(d) BTW indien van toepassing, dit is 14% op die volle koopprijs;

Die saldo van die koopsom, plus 17,5% 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, belastinge en hereregte wat nodig mag wees om transport in sy naam te registreer. Hierdie bedrae moet betaal word sodra die Landbank dit versoek.

Die eiendomme word verkoop vry van enige huurooreenkoms, bewoningsregte, koop-ooreenkoms en/of vruggebruik.

Die Landbank behou hom die reg voor om enige eiendom wat te koop aangebied word te enige tyd van die verkoping te onttrek.

VERWYSINGSNOMMER: BAAB 04009 01G (REGTE)

Land- en Landboubank van Suid-Afrika, Posbus 375, Pretoria, 0001. 20 Julie 1995.

## JUTA LEGAL & ACADEMIC PUBLISHERS

*Present*

# The Juta-State Library Index to the Government Gazette

The *Juta - State Library Index to the Government Gazette* provides quick and easy access to the Government Gazette by direct subject indexing of all government notices, proclamations and board notices published weekly in the Gazette.

Whatever subject you are researching, this detailed but uncomplicated guide will direct you to the notice you require, listing the Gazette number, page and date of publication.

Every edition of the index covers one calendar year. You may subscribe to:

-  the quarterly edition, consisting of four cumulatively updated quarterly issues. The first three are published in soft cover and the final volume, which contains the full annual index, is bound in hard cover to serve as a permanent reference work.
-  the annual edition, consisting only of the final hard-cover volume covering the whole year.

The *Juta - State Library Index to the Government Gazette* has been published since 1990. Indexes to pre-1990 Gazettes are consolidated in a separate publication, *Juta's Index to the South African Government and Provincial Gazettes 1910 to 1989, formerly 'The Windex'*.

*"OSALL is grateful that this publication is continuing the high standard set by its predecessor and congratulates Juta & Company Limited on its success in this new venture."*

DAPHNE BURGER June 1991 issue of  
Organisation of South African Law Librarians Newsletter.

1995 quarterly subscription: R439,00 + R33,00 postage & packaging = \*R472,00 (incl VAT).

1995 annual subscription: R298,00 + R13,50 postage & packaging = \*R311,50 (incl VAT).

Juta's Index to the South African Government and Provincial Gazettes 1910 to 1989:  
\*R244,00 (incl VAT, postage & packaging).

**JUTA LEGAL & ACADEMIC PUBLISHERS—  
FOR THE ONLY COMPLETE SET OF INDICES TO  
THE GOVERNMENT GAZETTE FROM 1910 TO DATE.**

For further details please contact Leverage Solomons at Juta's Subscription Services  
Tel: (021) 797-5101 Fax: (021) 761-5861

\* Publisher's recommended retail price, which is subject to change without notice. Prices charged by bookshops, including Juta's Bookshops, may vary. Juta's Bookshops and Juta Subscription Services will, however, honour the above advertised price on a "cash with order" basis or where payment is by credit card.

Juta & Co., Ltd. • Co. Reg No 04/01812/06  
Directors: MR Watermeyer (Chairman) JE Duncan (Managing)  
CW Wallander JC Foggieter JP Wandrag PM Nel RPH Cooke

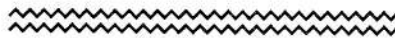




Use it

Don't abuse  it

***water is for everybody***



Werk mooi daarmee

Ons leef  daarvan

***water is kosbaar***

---



---

## TABLE OF CONTENTS

### LEGAL NOTICES

|                                                 | <i>Page</i> |
|-------------------------------------------------|-------------|
| SALES IN EXECUTION AND OTHER PUBLIC SALES ..... | 10          |
| Sales in execution:                             |             |
| Provinces: Transvaal.....                       | 10          |
| Cape.....                                       | 84          |
| Natal.....                                      | 104         |
| Orange Free State.....                          | 131         |
| Public auctions, sales and tenders .....        | 138         |

---



---

## INHOUDSOPGAWE

### WETLIKE KENNISGEWINGS

|                                             | <i>Bladsy</i> |
|---------------------------------------------|---------------|
| GEREGTELIKE EN ANDER OPENBARE VERKOPE.....  | 10            |
| Geregte like verkope:                       |               |
| Provinsies: Transvaal.....                  | 10            |
| Kaap.....                                   | 84            |
| Natal.....                                  | 104           |
| Oranje-Vrystaat.....                        | 131           |
| Openbare veilings, verkope en tenders ..... | 138           |

---



---