REPUBLIC OF SOUTH AFRICA

REPUBLIEK VAN SUID-AFRIKA

Government Gazette
Staatskoerant

Vol. 362 PRETORIA, 11 AUGUST AUGUSTUS 1995 No. 16600

LEGAL NOTICES

WETLIKE KENNISGEWINGS

B

SALES IN EXECUTION AND OTHER PUBLIC SALES

GEREGTELIKE EN ANDER OPENBARE VERKOPE

LIST OF FIXED TARIFF RATES

AND

CONDITIONS

FOR PUBLICATION OF LEGAL NOTICES IN THE *GOVERNMENT GAZETTE*

(COMMENCEMENT: 1 APRIL 1994)

LIST OF FIXED TARIFF RATES

	Rate per insertion R
Standardised notices	
ADMINISTRATION OF ESTATES ACTS NOTICES: Forms J 297, J 295, J 193 and J 187	13,80
BUSINESS NOTICES	32,70
INSOLVENCY ACT AND COMPANY ACTS NOTICES: Forms J 28, J 29 and Forms 1 to 9	27,60
N.B.: Forms 2 and 9—additional statements according to word count table, added to the basic tariff.	
LOST LIFE INSURANCE POLICIES: Form VL	16,50
UNCLAIMED MONEYS—only in the extraordinary *Government Gazette,* closing date 15 January (per entry of "name, address and amount")	8,10
Non-standardised notices	
COMPANY NOTICES:	
Short notices: Meetings, resolutions, offer of compromise, conversion of company, voluntary windings-up; closing of transfer or members' registers and/or declaration of dividends	62,90
Declaration of dividend with profit statements, including notes	144,80
Long notices: Transfer, changes with respect to shares or capital, redemptions, resolutions, voluntary liquidations	218,80
LIQUIDATOR'S AND OTHER APPOINTEES' NOTICES	49,40
LIQUOR LICENCE NOTICES in extraordinary *Gazette:*	
All provinces appear on the first Friday of each calendar month	46,70
(Closing date for acceptance is two weeks prior to date of publication.)	
ORDERS OF THE COURT:	
Provisional and final liquidations or sequestrations	82,20
Reductions or changes in capital, mergers, offer of compromise	218,80
Judicial managements, *curator bonus* and similar and extensive rules *nisi*	218,80
Extension of return date	27,60
Supersessions and discharge of petitions (J 158)	27,60
SALES IN EXECUTIONS AND OTHER PUBLIC SALES:	
Sales in execution	125,80
Public auctions, sales and tenders:	
Up to 75 words	38,40
76 to 250 words	98,50
251 to 350 words (more than 350 words—calculate in accordance with word count table)	158,70

LYS VAN VASTE TARIEWE

EN

VOORWAARDES

VIR PUBLIKASIE VAN WETLIKE KENNISGEWINGS IN DIE *STAATSKOERANT*

(INWERKINGTREDING: 1 APRIL 1994)

LYS VAN VASTE TARIEWE

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

WORD COUNT TABLE

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

WOORDETAL-TABEL

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

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

CONDITIONS FOR PUBLICATION
VOORWAARDES VIR PUBLIKASIE

CLOSING TIMES FOR THE ACCEPTANCE OF NOTICES

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

SLUITINGSTYE VIR DIE AANNAME VAN KENNISGEWINGS

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

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

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

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

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

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

APPROVAL OF NOTICES

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

THE GOVERNMENT PRINTER INDEMNIFIED AGAINST LIABILITY

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

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

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

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

LIABILITY OF ADVERTISER

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

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

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

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

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

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

GOEDKEURING VAN KENNISGEWINGS

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

VRYWARING VAN DIE STAATSDRUKKER TEEN AANSPREEKLIKHEID

4. Die Staatsdrukker aanvaar geen aanspreeklikheid vir—

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

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

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

AANSPREEKLIKHEID VAN ADVERTEERDER

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

COPY

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

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

(1) The kind of notice.

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

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

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

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

PAYMENT OF COST

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

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

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

(a) the list of fixed tariff rates; or

(b) where the fixed tariff rate does not apply, the word count rate.

KOPIE

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

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

(1) Die aard van die kennisgewing.

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

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

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

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

BETALING VAN KOSTE

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

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

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

(a) die lys van vaste tariewe; of

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

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

Advertising Section
Government Printing Works
Private Bag X85
Pretoria
0001

before publication.

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

The following stamps are not acceptable:

(i) Revenue stamps of the old series.

(ii) Revenue stamps of other states.

(iii) Postage stamps.

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

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

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

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

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

Advertensie-afdeling
Staatsdrukkery
Privaatsak X85
Pretoria
0001

gerig word.

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

Die volgende seëls is nie aanvaarbaar nie:

(i) Inkomsteseëls van die ou reeks.

(ii) Inkomsteseëls van ander state.

(iii) Posseëls.

Sien "Belangrike Kennisgewing" onderaan hierdie Voorwaardes.

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

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

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

PROOF OF PUBLICATION

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

BEWYS VAN PUBLIKASIE

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

Important Notice

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

Belangrike Kennisgewing

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

IMPORTANT ANNOUNCEMENT

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

LEGAL NOTICES
GOVERNMENT NOTICES
1995

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

- **21 September,** Thursday, for the issue of Friday **29 September**
- **20 December,** Wednesday, for the issue of Friday **29 December**
- **28 December,** Thursday, for the issue of Friday **5 January 1996**

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

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

BELANGRIKE AANKONDIGING

Sluitingstye ***VOOR VAKANSIEDAE*** *vir*

WETLIKE KENNISGEWINGS
GOEWERMENTSKENNISGEWINGS
1995

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

- **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

Saak 604/94

IN DIE LANDDROSHOF VIR DIE DISTRIK HEIDELBERG, GAUTENG GEHOU TE HEIDELBERG, GAUTENG

In die saak tussen **Stadsraad van Heidelberg,** Eksekusieskuldeiser, en **mnr. Alexander Frederik Peters,** Identiteitsnommer: 320913 5072 00 1, Eksekusieskuldenaar

Ingevolge 'n uitspraak van die Landdroshof van Heidelberg, Gauteng en 'n lasbrief vir eksekusie gedateer 3 April 1995, sal die ondervermelde eiendomme op 1 September 1995 om 09:00, voor die Landdroshof te Begemannstraat, Heidelberg, Gauteng, aan die hoogste bieër geregtelik verkoop word, naamlik:

Onbeboude Erf 1050, geleë te Walkerstraat 82, in die dorp Rensburg, Heidelberg, Registrasieafdeling in die Provinsie Gauteng, groot 1 190 (een een nege nul) vierkante meter.

Terme: 'n Deposito van 10% (tien persent) van die koopprys by toeslaan van die bod en die balans moet binne 30 (dertig) dae gewaarborg word deur middel van 'n goedgekeurde bank- of bouverenigingwaarborg aan die Balju, Heidelberg, Gauteng.

Die volledige voorwaardes van verkoop mag gedurende kantoorure by die kantoor van die Balju, Ueckermannstraat, Heidelberg, Gauteng, nagesien word.

Gedoen en geteken te Heidelberg, Gauteng, op die 24ste dag van Julie 1995.

J. F. Joubert, vir Liebenberg Malan Ing., Ueckermannstraat 20, Heidelberg, 2400. [Tel. (0151) 4164.] (Verw. mev. R. du Preez/SR0100.)

Case 25185/93
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 **Sibeko, Delisile Nellie,** 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 7 September 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 538, situated in the Township of Protea North, Registration Division IR, Transvaal, being 538 Ngqoyi Street, Protea North, Johannesburg, measuring 276 (two hundred and seventy-six) square metres.

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

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

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

Dated at Johannesburg this 26th 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/S472.)

Saak 674/95

IN DIE LANDDROSHOF VIR DIE DISTRIK POTCHEFSTROOM GEHOU TE FOCHVILLE

In die saak tussen **Eerste Nasionale Bank van Suidelike Afrika Bpk.,** Eiser, en **Lucas Cornelius van Heerden,** Eerste Verweerder, en **Cornelia Cecilia van Heerden,** Tweede Verweerder

In terme van 'n vonnis van bogenoemde Agbare Hof en 'n lasbrief teen onroerende goed, uitgereik deur bogenoemde Agbare Hof, sal 'n verkoping in eksekusie by wyse van 'n geregtelike verkoping aan die hoogste bieër, sonder 'n reserweprys gehou word deur die Balju van Fochville voor die Landdroskantoor, Losberglaan, Fochville, op Vrydag, 1 September 1995 om 10:00:

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

Die eiendom wat verkoop word is beskryf as Gedeelte 41 van Erf 1042, Fochville, geleë te Siebertstraat 57, Fochville, Registrasieafdeling IQ, Transvaal, groot 1 194 (eenduisend eenhonderd vier-en-negentig) vierkante meter.

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

Geteken te Fochville op die 24ste dag van Julie 1995.

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

Case 18362/92

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **The Standard Bank of South Africa Limited,** Plaintiff, and **Hendrik Jacobus Venter,** Defendant

In execution of a judgment of the Supreme Court of South Africa (Transvaal Provincial Division) in the above-mentioned suit, the following property without a reserve will be sold in execution to the highest bidder, to be held on 30 August 1995 at 10:00, at 142 Struben Street, Pretoria:

Erf 200, situated in the Township of The Reeds, Registration Division JR, Transvaal, measuring 1 051 square metres, held by the Defendant under Deed of Transfer T11153/91, situated at 38 Laddier Street, The Reeds.

The following information is furnished, though in this respect nothding is guaranteed: Dwelling-house consisting of three bedrooms, bathroom with shower, toilet and hand basin, bathroom with toilet and hand basin, lounge, dining-room, study, kitchen and workroom. Outbuildings consisting of two garages, toilet with shower and hand basin. Brick fencing, brick paving, patio, borehole and swimming-pool.

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

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

A. Holtzhausen, for MacRobert De Villiers Lunnon & Tindall Inc., 348 Standard Bank Centre, 191 Church Street, Pretoria. (Tel. 325-1501.) (Ref. L338690/ldw.)

Case 5596/95
PH 396

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited,** trading as United Bank, Execution Creditor, and **Pillay, Bikaum,** First Execution Debtor, and **Pillay, Bhavanisha,** Second Execution Debtor

Be pleased to take notice that on Thursday, 31 August 1995 at 10:00, the undermentioned property will be sold in execution at the offices of the Sheriff of the Supreme Court, 131 Marshall Street, Johannesburg:

Certain Section 9, Parktown Mansions, together with Parking Bay P63 and Servant's Room R5, Parktown Mansions, Johannesburg Local Authority, measuring 102 (one hundred and two) metres, held by Deed of Transfer ST9883/1992.

Situated at 21 Parktown Mansions, 2 Wellington Road, Parktown.

Description: A well maintained sectional title unit close to all amenities consisting of lounge, dining-room, two bedrooms, bathroom, kitchen, parking bay and servant's room.

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

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

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

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

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

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

J. Meiring, for Van de Venter, Meiring Inc., Attorneys for Plaintiff, Suite 715, Seventh Floor, Carlton Office Tower, Commissioner Street, Johannesburg; Docex 2, Randburg. [Tel. (011) 886-0500.] (Ref. S. Pitchers/Z17481.)

Saak 5596/95
PH 396

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Witwatersrandse Plaaslike Afdeling)

In die saak tussen **ABSA Bank Limited,** handeldrywende as United Bank, Eksekusieskuldeiser, en **Pillay, Bikaum,** Eerste Eksekusieskuldenaar, en **Pillay, Bhavanisha,** Tweede Eksekusieskuldenaar

'n Verkoping sonder voorbehoud, sal gehou word by die kantore van die Balju te Marshallstraat 131, Johannesburg, op Donderdag, 31 Augustus 1995 om 10:00, van die ondergenoemde eiendom op voorwaardes wat geïnspekteer mag word by die kantore van die Balju vir die Hooggeregshof, Marshallstraat 131, Johannesburg, voor die verkoping:

Deeltitel 9, Parktown Mansions, en Parkeerarea P63 en Bediendekamer R5, Parktown Mansions, Johannesburgse Plaaslike Owerheid, gehou deur Akte van Transport ST9883/1992, synde Deeltitel 9, Parktown Mansions, Wellingtonweg 2, Parktown.

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

Geboue en verbeterings: 'n Goed opgepaste deeltitel met sitkamer, eetkamer, twee slaapkamers, badkamer, kombuis, motorarea en bediendekamer.

Terme:

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

Gedateer te Johannesburg op hierdie 14de dag van Julie 1995.

J. Meiring, vir Van de Venter, Meiring Ing., Eksekusieskuldeiser se Prokureurs, Suite 715, Sewende Verdieping, Carlton Office Tower, Commissionerstraat 145, Johannesburg; Docex 2, Randburg. [Tel. (011) 886-0500.] (Ref. S. Pitchers/Z17481.)

Case 9943/95

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Gabriel Jacobus Marx,** First Defendant, and **Maria Magrieta Petru Marx,** Second Defendant

A sale in execution of the undermentioned property is to be held without reserve at the offices of De Klerk, Vermaak & Partners Inc., Overvaal Buiding, 28 Kruger Avenue, Vereeniging, on 31 August 1995 at 10:00:

Full conditions of sale can be inspected at the offices of the Sheriff of the Supreme Court at the aforementioned address and will also be read out by the Sheriff prior to the sale in execution.

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

Property: Erf 542, Sonland Park Township, Registration Division IQ, Transvaal, measuring 1 011 square metres, also known as 26 Chris Jacobs Street, Sonland Park.

Improvements: Three bedrooms, bathroom, kitchen, lounge, garage and swimming-pool.

Hack Stupel & Ross, Attorneys for Plaintiff, P.O. Box 2000, Pretoria. [Tel. (012) 325-4185.] (Ref. Du Plooy/sv/GT2482.) (Sheriff Ref. N. C. H. Bouwman.) [Tel. (016) 21-3400.]

Case 25037/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **Earth Moving Plant Hire (Pty) Limited,** Plaintiff, and **Daniël Willem Smit,** 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, Benoni, at 49 Kempston Avenue, Benoni, on Thursday, 5 October 1995 at 10:00, of the undermentioned properties of the Defendant subject to the conditions of sale which are available for inspection at the offices of the Sheriff of the Supreme Court, Benoni, at 49 Kempston Avenue, Benoni, and which will be read out prior to the sale:

1. Holding No. 181, Benoni North Agricultural Holdings, Registration Division IR, Transvaal, measuring 1,6387 hectare, held by virtue of Deed of Transfer T37311/1993 known as Plot 181, Benoni North Agricultural Holdings.

There are no improvements on Holding No. 181, Benoni North Agricultural Holdings, although nothing in this respect is guaranteed.

2. Holding No. 178, Benoni North Agricultural Holdings, Registration Division IR, Transvaal, measuring 19 833 hectare, held by virtue of Deed of Transfer T26551/1992, known as Plot 178, Benoni North Agricultural Holdings.

The following information is furnished with regard to improvements on Holding 178, Benoni North Agricultural Holdings, although nothing in this respect is guaranteed: Dwelling-house with tiled roof and carpeted floors, consisting of lounge, dining-room, family room, kitchen, three bedrooms and two bathrooms. Outbuildings consist of four garages, servant's room with bathroom and office.

Dated at Pretoria on this the 24th 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 HA2651.)

Case 25940/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **NBS Bank Limited,** Plaintiff, and **Eppel Cynthia Dolores,** 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 1 February 1994, will be sold in execution on Thursday, 31 August 1995 at 10:00, at the offices of the Sheriff of Supreme Court, 131 Marshall Street, Johannesburg, to the highest bidder:

Erf 123, Glenhazel Township, Registration Division IQ, Transvaal, in extent 2 037 (two thousand and thirty-seven) square metres, situated at 20 Northfields Avenue, Glenhazel, Johannesburg.

The following improvements are reported to be on the property, but nothing is guaranteed: Residence, single-storey dwelling, detached. Walls: Brick and plaster. Roof: Tiles. Floors: Tiles. Rooms: Lounge, dining-room, kitchen, four bedrooms, two bathrooms, two showers and two toilets.

Other: Entrance hall and family room.

Outbuildings: Double garage, two servants' rooms, two stores, toilet and bathroom and laundry.

Boundary: Concrete walls.

Improvements: Swimming-pool, electric gate, paving and walls.

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 Johannnesburg on the 24th 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. Mr Steyn/811.) (Docex:DX.571.)

Case 22190/94
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 **Zang, Daniel,** 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 7 September 1995 at 10:00, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff, Johannesburg East, 131 Marshall Street, Johannesburg, prior to the sale:

Certain: Erf 63, situated in the Township of Bruma, Registration Division IR, Transvaal, being 8 Linschoten Road, Bruma, Johannesburg, measuring 1 280 (one thousand two hundred and eighty) square metres.

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

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

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

Dated at Johannesburg this 27th day of 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. 7838-5451.) (Ref. Foreclosures/fp/Z50.)

Case 23654/94
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 **Wood, Howard Herbert,** 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 7 September 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 1250, situated in the Township of Kibler Park, Registration Division, 12 April 1990, Transvaal; being 12 Marie Road, Kibler Park, Johannesburg, measuring 1 178 (one thousand one hundred and seventy-eight) square metres.

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

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

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

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

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

Dated at Johannesburg on this 27th day of July 1995.

B. W. Webber, for Ramsay, Webber and Company, Plaintiff's Attorneys, Fifth Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/fp/W147.)

Case 7730/93
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 **Buckler, Mark Anthony,** First Execution Debtor, and **Buckler, Aileen Elizabeth,** Second Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office, Germiston North, on 7 September 1995 at 10:00, of the undermentioned property of the Defendants on the conditions which will lie for inspection at the offices of the Sheriff, Germiston North, Fourth Floor, Standard Towers, President Street, Germiston, prior to the sale:

Certain Erf 92, situated in the Township of Rustivia Extension 1, Registration Division IR, Transvaal; being 2 Edgar Street, Rustivia Extension 1, Germiston, measuring 595 (five hundred and ninety-five) square metres.

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

A detached single storey brick built residence with iron roof, comprising kitchen, lounge/dining-room, family room, two separate toilets, separate shower, three bedrooms, bathroom with outbuildings with similar construction comprising of servant's room, toilet and swimming-pool.

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

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

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

Dated at Johannesburg on this 27th day of July 1995.

B. W. Webber, for Ramsay, Webber and Company, Plaintiff's Attorneys, Fifth Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/bt/B.246.)

Case 13123/95

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **NBS Bank Limited,** Plaintiff, and **Makhanya Cecilia Thulile,** 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 18 July 1995 will be sold in execution on Friday, 1 September 1995 at 10:00, at the offices of the Sheriff of the Supreme Court, 50 Edwards Avenue, Westonaria, to the highest bidder:

Erf 285, Lawley Extension 1 Township, Registration Division IQ, Transvaal, in extent 400 (four hundred) square metres, situated at 285 Halibut Circle, Lawley Extension 1, Westonaria.

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

Residence, single-storey dwelling, detached. *Walls:* Semiface brick. *Roof:* Concrete tiles. *Floor:* Cement finish. *Rooms:* Lounge, dining-room, kitchen, three bedrooms, bathroom, shower and two toilets. *Outbuildings:* None. *Boundary:* Fenced. *Improvements:* None.

Conditions of sale: The purchase price will be payable as to a deposit in cash of 10% and the balance against transfer. The full conditions of sale which will be read immediately prior to the sale, may be inspected at the Sheriff's Office, 50 Edwards Avenue, Westonaria for the Supreme Court. A substantial bank loan can be raised for an approved purchaser with prior approval.

Dated at Johannesburg on the 25th day of July 1995.

De Villiers & Co., Ninth Floor, NBS Building, corner of Market and Rissik Streets, Johannesbug. (Tel. 336-3913/4 and 336-3921/2/3.) (Docex: DX.571.) (Ref. Mr Steyn/1410.)

Case 12650/95

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **NBS Bank Limited,** Plaintiff, and **Moki, Dongo Joseph,** First Defendant, and **Moki, Ntsiua Mildred,** Second Defendant

In pursuance of a judgment in the Supreme Court, Witwatersrand Local Division and writ of execution the property listed hereunder which was attached on 13 July 1995 will be sold in execution on Thursday, 31 August 1995 at 10:00, at the offices of the Sheriff of the Supreme Court, 8 Park Street, Kempton Park, to the highest bidder:

Erf 1851, Norkem Park Extension 4 Township, Registration Division IQ, Transvaal, in extent 991 (nine hundred and ninety-one) square metres, situated at 87 Caledon River Avenue, Norkem Park Extension 4, Kempton Park.

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

Residence, single-storey dwelling, detached: *Walls:* Brick and plaster. *Roof:* Cement tiles. *Floor:* Fitted carpets & tiles. *Rooms:* Lounge, dining-room, kitchen, three bedrooms, bathroom and toilet. *Other:* Dressing-room. *Outbuildings:* None. *Boundary:* Fenced. *Improvements:* Brick drive and concrete apron.

Conditions of sale:

The purchase price will be payable as to a deposit in cash on 10% 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, 8 Park Street, Kempton Park, for the Supreme Court. A substantial bank loan can be raised for an approved purchaser with prior approval.

Dated at Johannesburg on the 25th day of July 1995.

De Villiers & Co., Ninth Floor, NBS Building, corner of Market and Rissik Streets, Johannesburg. (Tel. 336-3913/4 and 336-3921/2/3.) (Docex: DX.571.) (Ref. Mr Steyn/1394.)

Case 15015/95
PH 388

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Clarke, Henry John,** First Defendant, **Meyer, Patrick Errol,** Second Defendant, and **Van Wyk, Pieter,** Third Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of the Sheriff of the Supreme Court, Overvaal Building, 28 Krugerlaan, Vereeniging, on Thursday, 31 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 Portion 146 (a portion of Portion 6), of the farm Elandsfontein 334, Registration Division IQ, Province of Pretoria–Witwatersrand–Vereeniging, area 9,4219 (nine comma four two one nine) hectares, situated at Portion 160 (a portion of Portion 6), of the farm Elandsfontein 334.

Improvements (not guaranteed):

A house under tiled roof consisting of four bedrooms, two bathrooms, kitchen, lounge, dining-room, family room, garage, servants' quarters with swimming-pool.

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

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

F. R. J. Jansen, for Jansen-Potter, Plaintiff's Attorneys, 25th Floor, Carlton Centre, Commissioner Street, Johannesburg. (Tel. 331-8535.) (DX516/J21.) (Ref. ForeclosuresZ625.)

Case 6559/94

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

In the matter between **Ronnie Matthews Estate Agency,** Plaintiff, and **Benita Viljoen,** Defendant

In pursuance of a judgment in the Court of the Magistrate of Boksburg on 26 July 1994 and a writ of execution issued pursuant thereto the property listed hereunder will be sold in execution on 1 September 1995 at 11:15, at the Sheriff's Office, 182 Leeuwpoort Street, Boksburg, to the highest bidder:

Certain: Erf 326, Boksburg North, situated at 29 Third Street, in the Township of Boksburg North, District of Boksburg, measuring 743 (seven hundred and forty-three) square metres.

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

Semi-detached building built of brick and plaster with iron roof, each comprising of two bedrooms, bathroom, dining-room, kitchen, lounge and a veranda.

The conditions of sale:

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

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

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

Hammond Pole & Dixon, Attorney for Plaintiff, Ground Floor, Domicilium, 10 Bloem Street, Boksburg. (Tel. 422-1350.) (Ref. R0166H/Mr Hartman.)

Saak 35214/92

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **Raad op Plaaslike Bestuursaangeleenthede,** Eiser, en **Johannes Cecil Lubbe,** Verweerder

Ingevolge 'n uitspraak van bogenoemde Hof en lasbrief vir eksekusie gedateer 19 Junie 1992, sal die hierondervermelde eiendom geregtelik verkoop word op Vrydag, 8 September 1995 om 09:00, te Landdroskantoor, Dolomietstraat, Delmas, aan wie die hoogste aanbod maak:

Hoewe 9, Rietkol-landbouhoewes, Registrasieafdeling IR, Transvaal, groot 1,7131 hektaar, gehou kragtens Akte van Transport T878/1985.

Volgens inligting wat Eiser kon bekom is gesegde eiendom se sonering residensieel met fisiese adres te Tweede Laan 29, Rietkol-landbouhoewes. Die eiendom is verbeter met basiese munisipale dienste en is verder onverbeterd.

Die verkoopvoorwaardes wat onmiddellik voor die verkoping geplaas word, lê ter insae te die kantore van die Balju te Delmas.

Die gesegde verkoopvoorwaardes bevat onder andere die volgende voorwaardes:

1. Die koper moet 'n deposito van 20 (twintig persent) van die koopprys kontant op die dag van die verkoping betaal, die balans betaalbaar teen transport en verseker te word deur 'n waarborg van 'n bank of bougenootskap wat deur die Eiser se prokureurs goedgekeur is, die waarborg aan die Balju binne veertien (14) dae na die datum van die verkoping verstrek te word.

2. Die koper moet die afslaersgelde op die dag van die verkoping betaal teen 4% (vier persent) van die totale koopprys plus BTW daarop.

Geteken te Pretoria op hierdie 28ste dag van Julie 1995.

C. J. van der Merwe, vir Van der Merwe Prokureurs, Tullekenstraat 27, Berea, Pretoria. (Verw. mnr V.d. Merwe/AVDM.)

Case 10552/95

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **Standard Bank,** Plaintiff, and **Burton Haupt,** First Defendant, and **Erica Susan Haupt,** Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Transvaal Provincial Division), in the above-mentioned suit, the following property without reserve will be sold in execution to the highest bidder, to be held on 30 August 1995, at 10:00, at 142 Struben Street, Pretoria:

Erf 777, situated in the Township of Wierdapark, Registration Division JR, Transvaal, measuring 1 487 (one thousand four hundred and eighty-seven) square metres, held under by the First and Second Defendants under Deed of Transfer T33896/89, situated at 307 Wilhelmina Street, Wierdapark.

The following information is furnished, though in this respect nothing is guaranteed: Dwelling house with iron roof, consisting of three bedrooms, lounge, dining-room, study, laundry, kitchen, two bathrooms and toilet. Precast walls.

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

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

A. Holtzhausen, for MacRobert De Villiers Lunnon & Tindall Inc., 348 Standard Bank Centre, 291 Church Street, Pretoria. (Tel. 325-1501.) (Ref. L442617/ldw.)

Case 6565/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **The Standard Bank of South Africa Limited,** Plaintiff, and **Pieter Marthinus Johannes Taute,** First Defendant, and **Arnoline Taute,** Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Transvaal Provincial Division), in the above-mentioned suit, the following property without a reserve will be sold in execution to the highest bidder, to be held on 30 August 1995, at 14:30, at the office of the Sheriff, Halfway House/Alexandria, at Lochner Park, Block D, First Floor, corner of Richard and Suttie Drive, Halfway House:

Portion 1 of Holding 121, President Park Agricultural Holdings, Registration Division IR, Transvaal, in extent 8 588 (Eight thousand five hundred and eighty-eight) square metres, held by First and Second Defendants under Deed of Transfer T69594/90, situated at 1/121 Republic Road, President Park Agricultural Holdings.

The following information is furnished, though in this respect nothing is guaranteed: Dwelling house with tiled roof, consisting one bedroom, lounge, dining-room, kitchen, bathrooms and toilet. Wire fencing.

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

Conditions: The conditions of sale may be inspected at this office or at the office of the Sheriff, Supreme Court, Halfway House/Alexandra.

A. Holtzhausen, for MacRobert De Villiers Lunnon & Tindall Inc., 348 Standard Bank Centre, 291 Church Street, Pretoria. (Tel. 325-1501.) (Ref. R389085/ldw.)

Saak 10171/93

IN DIE LANDDROSHOF VIR DIE DISTRIK VEREENIGING GEHOU TE VEREENIGING

In die saak tussen **Eerste Nasionale Bank van Suidelike Afrika Beperk,** Eiser, en **Enslin, George Frederick,** Verweerder

Kragtens 'n vonnis van die Landdroshof, distrik Vereeniging, toegestaan op 21 Februarie 1994, en die daaropvolgende lasbrief vir eksekusie, word die volgende eiendom op Vrydag 1 September 1995 in eksekusie deur die Balju, Landdroshof, Vereeniging, te Beaconsfieldlaan 41A, Vereeniging, om 10:00 aan die hoogste bieder verkoop:

Erf 160, Waldrif-dorpsgebied, Registrasieafdeling IQ, Transvaal, groot 1 028 vierkante meter.

Die eiendom word verkoop onderhewig aan die bepalings van die Wet op Landdroshowe. Tien persent (10%) van die koopprys is kontant betaalbaar onmiddellik na die veiling en die balans sal verseker word deur die lewering van 'n aanvaarbare waarborg aan die Balju, Landdroshof, Vereeniging, binne veertien (14) dae, bereken vanaf datum van koop, welke waarborg betaalbaar is op datum van registrasie van transport.

Die volgende inligting word onder die aandag van die voornemende koper gebring, maar niks word gewaarborg nie:

Beboude erf: Geleë te Erf 160, Waldrif-dorpsgebied, beter bekend as Gabrostraat 20, Waldrif, Vereeniging.

Die volle verkoopvoorwaardes wat vir die koper bindend sal wees lê gedurende kantoorure ten kantore van die Balju, Landdroshof, Vereeniging te Beaconsfieldlaan 41A, Vereeniging.

Geteken te Vereeniging hierdie 24ste dag van Julie 1995.

T. L. J. van Rensburg, Suite 4, Marklaan 28, Posbus 4642, Vereeniging. (Mnr. van Rensburg/ML/E22.)

Case 11365/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **ABSA Bank Limited,** Plaintiff, and **Mohlahlago Timothy Mabena,** First Defendant, and **Thabitha Luba Mabena,** Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Transvaal Provincial Division), in this suit, a sale without reserve of the undermentioned property will be held at the offices of the Sheriff, Wonderboom, Portion 83, De Onderstepoort, (just north of Sasko Mills, old Warmbaths Road) Bon Accord, on 25 August 1995 at 11:00, on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the offices of the said Sheriff, prior to the sale:

Certain Erf 1027, situated in the Residential Area of Mamelodi Extension 2, Registration Division JR, Transvaal, situated at Site 1027 Mamelodi Extension 2, measuring 375 (three hundred and seventy-five) square metres.

Improvements (not guaranteed): A lounge, dining-room, kitchen, four bedrooms, bathroom, bath-sh and w.c.

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

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

Dated at Pretoria on this the 17th day of June 1995.

Matlala Incorporated, Eighth Floor, Standard General Building, 215 Proes Street, P.O. Box 3217, Pretoria, 0002. Docex 70. [Tel. (012) 326-8923/4/5; Fax. (012) 323-7431.] (Ref. GGM/jm/L6619.)

Case 19360/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Elsie Johanna Dorathea Badenhorst,** 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, 30 August 1995 at 10:00:

Property: Section 28, as shown and more fully described on Sectional Plan SS562/92 in the building or buildings known as Oppie Koppie, situated at Erf 1879, Zwartkop Extension 7, Local Authority of Verwoerdburg, measuring 44 square metres; an undivided share in the common property in land or building or buildings as shown and more fully described on the aforesaid sectional plan, apportioned to the said unit in accordance with the participation quota of the aforesaid unit; held by Defendant under Deed of Transfer ST91312/92. Also known as Unit 25, Oppie Koppie, corner of Hippo Avenue and Duiker Street, Zwartkop Extension 7, Pretoria.

Improvements: Unit—bedroom, kitchen, lounge, dining-room and bathroom with toilet.

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.

Findlay & Niemeyer Inc., Attorneys for Plaintiff, P.O. Box 801, Pretoria. (Tel. 3262-4871.) (Ref. Mr Coetzee eb X58.)

Case 7822/95

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **The Standard Bank of South Africa Limited,** Plaintiff, and **Mandia Dunstan Mabaso,** First Defendant, and **Nomfundiso Mabaso,** Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Transvaal Provincial Division) in the above-mentioned suit, a sale will be held by the Sheriff of Kriel, on Wednesday, 6 September 1995 at 11:00, at the Magistrate's Court, Kriel, of the undermentioned property of the Defendants, on the conditions of sale to be read out by the auctioneer at the time of the sale:

All right, title and interest in the property described as Site 282, in the Township of Thubelihle, Registration Division IS, Transvaal, measuring 324 square metres, held by Deed of Transfer TL50781/93, known as 282 Thubelihle, Kriel.

The following information is furnished, though in this regard nothing is guaranteed: A dwelling under tiled roof consisting of three bedrooms, lounge, bathroom, toilet and kitchen.

Terms: The sale is without reserve. Deposit of 10% (ten per centum) of the purchase price in cash on the day of the sale, the balance against transfer to be secured by a bank or building society guarantee, to be approved by the Plaintiff's attorney and to be furnished to the Sheriff, Kriel, within fourteen (14) days after the sale.

Conditions: The conditions of sale may be inspected at the offices of the Sheriff, 7 Springbok Crescent, Kriel.

Dated at Pretoria on this 28th day of July 1995.

Savage Jooste & Adams Inc., Plaintiff's Attorneys, Savage Jooste & Adams Forum, 748 Church Street, Arcadia, Pretoria. (Ref. Mrs Kartoudes/jm/24862.)

Saak 817/94

IN DIE LANDDROSHOF VIR DIE DISTRIK VEREENIGING GEHOU TE VEREENIGING

In die saak tussen **Eerste Nasionale Bank van S.A. Bpk.,** Eiser (Eksekusieskuldeiser), en **Jacobus Petrus de Meyer,** Verweerder (Eksekusieskuldeiser)

Ten uitvoerlegging van die vonnis hierin toegestaan en die daaropvolgende kennisgewing van beslaglegging gedateer 4 November 1994 sal die onderstaande eiendom verkoop word deur die Balju van die Landdroshof, op 22 September 1995 om 10:00, by die kantore van die Balju, Beaconsfieldlaan 41A, Vereeniging:

Beskrywing: Sekere verbeterde/Residensiële eiendom geleë in die dorpsgebied synde: Erf 782, geleë in die dorpsgebied Arcon Park-uitbreiding 1, Registrasieafdeling IQ, Transvaal, groot 991 (negehonderd een-en-negentig) vierkante meter, die straatadres van die eiendom is Gilianstraat 11, Arcon Park, Vereeniging.

Beskrywing: Drieslaapkamerteëldakwoning met sitkamer, eetkamer, motorhuis en betonomheinings.

Voorwaardes:

1. Die verkoping sal onderhewig wees aan die bepalings van die Landdroshofwet, No. 32 van 1944, en die reëls daaronder uitgevaardig, die voorwaardes bevat in die akte/s van transport, en sal verkoop word aan die hoogste bieder sonder enige reserwe.

2. Die koper sal aan die Balju 10% (tien persent) van die koopprys betaal onmiddellik na die ondertekening van die verkoopvoorwaardes en hom ook voorsien van 'n bank of bouverenigingwaarborg binne 14 (veertien) dae vanaf die datum van die verkoop vir die balans van die koopprys.

3. Die Eksekusieskuldeiser sal die verskaffing van 'n lening tot hoogstens 90% (negentig persent) van die koopprys van die eiendom aan 'n goedgekeurde koper, gunstig oorweeg, en reëlings moet met die Eksekusieskuldeiser getref word vir die verkoping.

4. Die volledige verkoopvoorwaardes kan ter insae geneem word by die kantoor van die Balju van die Landdroshof, gedurende kantoorure en sal ook uitgelees word voor die eiendom opgeveil word.

Gedateer te Vereeniging op hierdie 26ste dag van Julie 1995.

M. M. P. de Wet, vir Steyn Lyell & Marais, Tweede Verdieping, Steyn Lyell & Marais-gebou, Lesliestraat 21, Posbus 83, Vereeniging. [Tel. (016) 21-4471.]

NOTICE OF SALE IN EXECUTION

All the sales in execution are to be held at the offices of the Sheriff, 8 Park Street, Kempton Park, on Thursday, 31 August 1995 at 10:00.

Nedcor Bank Limited, Execution Creditor

The hereinafter-mentioned properties/rights of leasehold will be put up for sale. The material conditions of sale being:

1. The property/right of leasehold shall be sold to the highest bidder, without reserve, voetstoots, and subject to the Magistrates' Courts Act, 1944.

2. The purchaser shall pay 10% (ten per cent) of the purchased price plus 4% (four per cent) Sheriff's commission on date of sale and the balance plus interest at Plaintiff's current lending rates of transfer, to be secured by acceptable guarantees within fourteen (14) days of the sale.

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

Case Number: 15245/94.

Judgment Debtor: **Andrew Michael Norman.**

Property: A unit consisting of section 23, as shown and more fully described on Sectional Plan SS438/91 in the scheme known as Glen Marais View, in respect of the land and building or buildings situated at Birchleigh Extension 15, Local Authority Kempton Park/Tembisa Metropolitan Substructure, situated at 23 Glen Marais View, Tinus de Jongh Street, Birchleigh Extension 15, Kempton Park.

Improvements: Flat consisting of lounge, bathroom, dining-room, toilet, three bedrooms and kitchen. Outbuilding consisting of garage.

File Ref.: LN3963/4.

L. J. van den Heever, for Schumanns Attorneys, 12 Voortrekker Street, P.O. Box 67, Kempton Park.

Saak 1993/93

IN DIE LANDDROSHOF VIR DIE DISTRIK NIGEL GEHOU TE NIGEL

In die saak tussen **N B S Bank Beperk,** Eiser, en **L. K. Nair,** Verweerder

Geliewe kennis te neem dat ingevolge uitspraak van bogemelde Agbare Hof gedateer 1 Junie 1994, en daaropvolgende lasbrief vir eksekusie, die hiernagemelde eiendom op 8 September 1995 om 09:00, te die Landdroskantore, Nigel, geregtelik verkoop sal word, naamlik:

Erf 215, Mackenzieville, Nigel.

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

1. Tien persent (10%) van koopsom op datum van veiling.

2. Balans koopsom, plus rente binne 14 (veertien) dae vanaf datum van veiling.

3. Besit onderhewig aan enige huurkontrak.

4. Reserweprys wat op veiling aangekondig sal word.

Geteken te Nigel op hede die 26ste dag van Julie 1995.

J. J. van Huyssteen, vir Lockett, Etsebeth, Liebenberg & Van Huyssteen, Prokureurs van die Eiser, Plesamgebou, Tweede Laan, Nigel. (Verw. mnr. Van Huyssteen/N872.)

Case 02359/94
PH 57

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Mortgage Investment Corporation (Pty) Ltd,** Plaintiff, and **Lidovho, Gundo Justice,** First Defendant, and **Lidovho, Matodzi Rachel,** Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale will be held at the office of the Sheriff for the Supreme Court, 131 Marshall Street, Johannesburg, on 31 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, which conditions will lie for inspection, prior to the sale, at the offices of the Sheriff for the Supreme Court, 131 Marshall Street, Johannesburg:

Erf 312, Pageview Township, Registration Division IR, Transvaal, in extent 248 (two hundred and forty-eight) square metres, held by the Title Deed T3487/1992.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: Garage with brick wall around house, separate toilet, bathroom (without m.e.s.) and kitchen with iron roof.

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

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

Dated at Johannesburg, July 1995.

Couzyn, Hertzog & Horak Jhb Inc., Applicant's Attorneys, First Floor, Ten Sixty Six, 35 Pritchard Street, P.O. Box 2242, Johannesburg. (Tel. 832-1961.) (Ref. C. van Wyk/AJ/lp/M32.)

Saak 4409/95
PH 57

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Witwatersrandse Plaaslike Afdeling)

In die saak tussen **Mortgage Investment Corporation (Pty) Ltd,** Eiser, en **Godfrey Loggan Sibanda,** Verweerder

Ter uitwinning van 'n vonnis van die Hooggeregshof van Suid-Afrika (Witwatersrandse Plaaslike Afdeling) in bogenoemde saak, sal 'n verkoping gehou word te die kantore van die Balju vir die Hooggeregshof, Johannesburg, te Marshallstraat 131, Johannesburg, op Donderdag, 31 Augustus 1995 om 10:00, van die ondervermelde eiendom op die voorwaardes wat deur die vendusieafslaers gelees sal word ten tye van die verkoping en welke voorwaardes by die kantore van die Balju, Johannesburg, te Marshallstraat 131, Johannesburg, voor die verkoping ter insae sal lê:

'n Eenheid bestaande uit:

(a) Deel 15, soos getoon en vollediger beskryf op Deelplan SS167/84, in die skema bekend as Ark Royal ten opsigte van die grond en geboue geleë te Johannesburg-dorpsgebied, Plaaslike Owerheid van Groter Johannesburg Metropolitaanse Oorgangsraad, waarvan die vloeroppervlakte, volgens genoemde Deelplan 102 (honderd-en-twee) vierkante meter groot is; en

(b) 'n onverdeelde aandeel in die gemeenskaplike eiendom in die skema toegedeel aan genoemde deel in ooreenstemming met die deelnemingskwota van genoemde deel, soos op genoemde deelplan aangeteken, gehou kragtens Sertifikaat van Geregistreerde Deeltitel ST49083/1992.

Terme: 10% (tien persent) van die koopprys in kontant op die dag van die verkoping. Ten opsigte van die balans betaalbaar teen registrasie van transport moet 'n bank-, bougenootskap- of ander aanneembare waarborg binne 30 (dertig) dae vanaf datum van verkoping verskaf word.

Vendusie koste betaalbaar op die dag van verkoping sal as volg bereken word: 5% (vyf persent) op die opbrengs van die verkoping tot 'n bedrag van R20 000 (twintigduisend rand) en daarna 3% (drie persent) tot 'n maksimum fooi van R6 000 (sesduisend rand). Minimum fooi R200 (tweehonderd rand).

Gedateer te Johannesburg, Julie 1995.

Couzyn Hertzog & Horak Jhb Ing., Eiser se Prokureurs, Eerste Verdieping, Ten Sixty Six, Pritchardstraat 35, Posbus 2242, Johannesburg. (Tel. 832-1961.) (Verw. C. van Wyk/AJ/lp/W21.)

Case 5721/95

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 **Magnador CC,** First Defendant/Execution Debtor, **Swaine, Peter Daniel,** Second Defendant/Execution Debtor, and **Swaine, Irma,** Third Defendant/Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) a sale without reserve will be held by the Sheriff of the Supreme Court for the Districts of Breyten and Carolina at Carolina Magistrate's Court, Carolina, on Thursday, 31 August 1995 at 11:00, of the undermentioned property of the Defendants on and subject to the conditions to be inspected at the offices of the said Sheriff at 15 Jan van Riebeeck Street, Ermelo.

The property is Portion 12 (a portion of Portion 1) of the farm Avontuur 725, Registration Division JT, Transvaal, measuring 25,6960 hectares and held under Deed of Transfer T62428/1993, situated on the Carolina/Badplaas Road, 4 kilometres before Badplaas, turn left where the signboard is that reads "Avontuur-speeltyd-gholfbaan". Turn right directly afterwards and follow the golf course signboards for about 2,2 kilometres. Then turn left for 400 metres until a wire gate is reached. The rondavel, other buildings and dams will immediately be visible.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: A rondavel with grass roof.

Two bedrooms, large living room, kitchen, bathroom, big trout dam where there is a grass shed, five smaller dams with water, three breeding dams, two strong springs. There is also a four room holiday house with zinc roof and a three room wooden cottage with zinc roof, two large sheds about 20 × 10 metres each with brick and zinc roofs, two servants' houses, water tank to supply water, cold storage room, Eskom power and plenty grazing.

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

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

Dated at Johannesburg this July 1995.

Max Cohen, Plaintiff's Attorney, 410 Delbree House, 300 Bree Street, Johannesburg, 2001, P.O. Box 4184, Johannesburg, 2000. (Tel. 333-0046.) (Fax No. 336-0274.) (DX 257 JHB.) (Ref. P. Sapire/Clinton Lewis/F352.)

Saak 2616/95

IN DIE LANDDROSHOF VIR DIE DISTRIK WITBANK GEHOU TE WITBANK

In die saak tussen **ABSA Bank Beperk** (handeldrywende as Allied Bank), Eksekusieskuldeiser, en **J. M. dos Santos,** Eksekusieskuldenaar

Kennis geskied hiermee dat die ondergemelde eiendom na aanleiding van 'n verstekvonnis wat in bogemelde saak op 26 Junie 1995 toegestaan is, op 1 September 1995 om 10:00, te Delvillestraat, Witbank-landdroshof, in eksekusie verkoop sal word ooreenkomstig die verkoopvoorwaardes wat ter insae sal lê by die Landdroskantoor, Witbank, vir 'n tydperk van tien (10) dae voor die verkoping, te wete:

Sekere: Restant 63 ('n gedeelte van Gedeelte 15) van die plaas Zeekoeiwater Witbank, Registrasieafdeling JS Transvaal, groot 15 887 (een vyf agt agt sewe) vierkante meter, gehou kragtens Akte van Transport 71291/90.

Die eiendom is as volg verbeter (nie gewaarborg):

Die verkoping is onderhewig aan die volgende vernaamste voorwaardes:

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

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

3. Die eiendom word voetstoots verkoop.

4. Die koper sal aanspreeklik wees vir alle agterstallige belastings, heffings, ensovoorts, op die eiendom asook rente op die koopprys soos deur die Skuldeiser bepaal.

Geteken te Witbank op hierdie 20ste dag van Julie 1995.

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

Case 1350/95

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **Nedcor Bank Ltd,** Plaintiff, and **Lebogang Gabriel Mokae,** First Defendant, and **Dimakatso Alphonsinah Mokae,** Second Defendant

In execution of a judgment of the Supreme Court of South Africa, Transvaal Provincial Division, in the above-mentioned suit, a sale will be held by the Sheriff of Oberholzer on Friday, 1 September 1995 at 10:00, in front of the Magistrate's Court, Van Zyl Smit Street, Oberholzer, of the undermentioned property of the Defendant, on the conditions of sale to be read out by the auctioneer at the time of the sale:

Erf 7597, Khutsong Extension 1 (formerly known as Erf 90, Khutsong), Registration Division IQ, Transvaal, known as Stand 90, Tueng Street, Carletonville, Transvaal, measuring 388 square metres, held by virute of Deed of Transfer TL80633/1988.

The following information is furnished, though in this regard nothing is guaranteed: A dwelling consisting of three bedrooms, lounge, dining-room, kitchen and bathroom/toilet. Outbuildings consisting of double garage.

Terms: The sale is without reserve. Deposit of 10% (ten per centum) of the purchase price in case on the day of the sale, the balance against transfer to be secured by a bank or building society guarantee, to be approved by the Plaintiff's attorney and to be furnished to the Sheriff, Oberholzer, within fourteen (14) days after the sale.

Conditions: The conditions of sale may be inspected at the offices of the Sheriff, Central Avenue, Plot 39, Water's Edge, Oberholzer.

Dated at Pretoria this 25th day of July 1995.

Savage Jooste & Adams Inc., Plaintiff's Attorneys, Savage Jooste & Adams Forum, 748 Church Street, Arcadia, Pretoria. (Ref. Mrs Kartoudesjm/60557.)

Case 1306/95

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

In the matter between **First National Bank of Southern Africa Limited,** Judgment Creditor, and **Mr Tyrone Siphiwe Maoka,** Judgment Debtor

In pursuance of a judgment granted in the Magistrate's Court and a warrant of execution dated 15 March 1995, issued by the Court at Kempton Park, the following property will be sold in execution by the Sheriff of the Court, at 8 Park Street, Kempton Park, to the highest bidder on 31 August 1995 at 10:00:

Certain Erf 874, Clayville Extension 9 Township, Registration Division JR, Transvaal, measuring 1 130 square metres, held by Deed of Transfer T28997/1993, known as 3 David Street, Clayville Extension 9M, Olifantsfontein, Kempton Park.

Conditions of sale:

1. The property stand shall be sold without reserve and to the highest bidder and shall be subject to the terms and conditions of the Magistrate's Court and the rules made thereunder and of the title deeds, in so far as these are applicable.

2. The following improvements on the property is reported but nothing is guaranteed: Single-storey residence, constructed under a tiled roof, surrounded by pre-cast walls, consisting of lounge, two toilets, kitchen, three bathrooms, three bedrooms, dining-room, and outbuildings consisting of two garages, driveway and pool.

3. *Terms:* The purchase price shall be paid as to 10% (ten per cent) thereof on the day of the sale to the Sheriff of the Court and the unpaid balance thereof, together with interest thereon from date of sale to date of registration of transfer at the rate of 16,25% (sixteen comma two 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 sale may be inspected in the office of the Sheriff of the Court for Kempton Park South.

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

Krowitz Perlow & Hertz, Plaintiff's Attorneys, Second Floor, 14 New Street South, Johannesburg; P.O. Box 2642, Johannesburg. (Tel. 833-7901/2/3/4.) (Ref. Mr C. A. Perlow/TK/N329.)

Saak 4107/95

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **Standard Bank van Suid-Afrika Bpk.,** Eiser, en **Manziman Msiza,** Verweerder

Eksekusieverkoping gehou te word te Strubenstraat 142, Pretoria, op 30 Augustus 1995 om 10:00, van 'n sekere eiendom bekend as Plot 8, geleë in Willowbrae Agricultural Holdings, grootte 2,0234 (twee komma nul twee drie vier) hektaar.

Die eiendom is geleë en staan bekend as Delwoodstraat 8, Willowbrae Agricultural Holdings.

Verbeterings bestaan uit: *Hoofgebou:* Enkelverdieping: Ontvangsportaal, sitkamer, eetkamer, familiekamer, twee storte, opwasplek, gimnasium, waskamer, spens, badkamer, toilet, borrelbad, vyf slaapkamers en badkamer/toilet. *Buitegeboue:* Vier motorhuise, vyf bediendekamers, twee badkamers, drie store, ontspanningsarea, vier motorafdakke, toilet, waskamer en kroeg.

'n Substansiële bouverenigingverband 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-Oos.

S. W. Hugo, vir Solomon Nicolson Rein & Verster, Sewende Verdieping, NBS-gebou, Pretoriusstraat 259, Pretoria; Posbus 645, Pretoria, 0001. (Verw. mnr. Hugo/LL/SB412.)

Case 10199/95

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **First National Bank of Southern Africa Limited,** Plaintiff, and **Venter, Jan Adriaan,** First Defendant, and **Venter, Elizabeth Maria,** Second Defendant

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 Vereeniging, at Overvaal Building, 28 Kruger Avenue, Vereeniging, on Thursday, 31 August 1995 at 10:00, of the undermentioned property of the Defendants on and subject to the conditions to be inspected at the offices of the said Sheriff:

The property is Holding 79, Valley Settlements Agricultural Holdings 3, Registration Division IR, Transvaal, measuring 2,0235 hectares, and held under Deed of Transfer T35761/1991, situated at 79 Graniet Road, Randvaal, Meyerton.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: Single-storey dwelling with asbestos roof, internal and external brick walls that are plastered and painted, four bedrooms, lounge, dining-room, kitchen, bathroom, study, scullery and garage.

Terms: 10% (ten per cent) of the purchase price in cash on the day of the sale, and the balance and interest on the full purchase price at current bond rates payable against the registration of transfer, to be secured by a bank, building society or other acceptable guarantee, to be furnished within 14 days from 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 14th day of July 1995.

Max Cohen, Plaintiff's Attorneys, 410 Delbree House, 300 Bree Street, Johannesburg, 2001; P.O. Box 4184, Johannesburg, 2000. (DX. 257 Jhb.) (Tel. 333-0046.) (Fax. 336-0274.) (Ref. P. Sapire/Clinton Lewis/F208.)

Case 163/92

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

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

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

The right, title and interest of the Defendant in a permission to occupy 0,2 hectares at Mariti 287, on which is situated Kanshani Cafe, at Tshakane Village, will be sold in front of the Magistrate's Offices at Bushbuckridge, by the Sheriff of Mhala, on 12 September 1995 at 15:00, without reserve to the highest bidder.

Impovements (which are not warranted to be correct and not guaranteed): Buildings consisting of four rooms plus two outside buildings.

The material conditions of the sale are:

1. Unless arrangements are made with the Plaintiff before the sale, the purchaser shall pay 10% (ten per cent) 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, 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 14th day of July 1995.

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

Case 14320/95
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 **Sello, Thabo Meshack,** Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office, Springs, on 1 September 1995 at 11:00, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff, Springs, 56 12th Street, Springs, prior to the sale:

Certain: All right, title and interest in the leasehold in respect of Erf 13333, situated in the Township of KwaThema Extension 2, Registration Division IR, Transvaal, being 13333 Masanabo Street, KwaThema Extension 2, Springs, measuring 294 (two hundred and ninety-four) square metres.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: A detached single storey brick built residence with tiled roof, comprising kitchen, lounge/dining-room, 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 13th day of July 1995.

B. W. Webber, for Ramsay, Webber & Co., Plaintiff's Attorneys, Fifth Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/fp/S692.)

Case 4589/95
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 **Mama, Khanyisiwe,** 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 7 September 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 Section 11, as shown and more fully described on Sectional Plan SS204/1992, the scheme known as New South Villas in respect of the land and building or buildings situated at Naturena Township, in the Area of the Johannesburg Local Authority of which the floor area, according to the said sectional plan is 74 square metres in extent;

and an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan, being 4 New South Villas, corner of Daphne Street and Montana Place, Naturena, Johannesburg, measuring 74 (seventy-four) square metres.

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

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

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

Dated at Johannesburg this 21st day of July 1995.

B. W. Webber, for Ramsay, Webber & Co., Plaintiff's Attorneys, Fifth Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/fp/M1035.)

Saak 15962/92

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

In die saak tussen **Saambou Bank Beperk,** Vonnisskuldeiser, en **Benite Catharina Coetzee,** Vonnisskuldenaar

As gevolg van 'n vonnis van die Landdroshof, Kempton Park, en 'n lasbrief gedateer 14 Junie 1995, sal die volgende eiendom verkoop word in eksekusie op 31 Augustus 1995 om 10:00, by die Balju se Kantoor, Parkstraat 8, Kempton Park, naamlik:

Erf 155, Kempton Park-Wes, geleë te Uitsighelling 58, Kempton Park-Wes, grootte 612 vierkante meter.

Verkoopvoorwaardes:

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

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

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

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

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

Case 75/95
PH 104

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **The Standard Bank of S.A. Ltd,** Execution Creditor, and **Nkosi, Amos,** 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 1 September 1995 at 11:15, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff, Boksburg, 182 Leeuwpoort Street, Boksburg, prior to the sale:

Certain: All right, title and interest in and to the leasehold in respect of Erven 13076 and 13077, situated in the Township of Vosloorus Extension 23, Registration Division IR, Transvaal, being 13076 and 13077 Ikobe, Vosloorus Extension 23, Boksburg, measuring 350 (three hundred and fifty) square metres each.

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

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

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

Dated at Johannesburg this 20th 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/N304.)

Case 14096/95
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 **Makate, Mojalefa Daniel,** 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 1 September 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: All right, title and interest in the leasehold in respect of Erf 1616, situated in the Township of Sebokeng Unit 10, Registration Division IQ, Transvaal, being 1616 Sebokeng Zone 10, Vanderbijlpark, measuring 337 (three hundred and thirty-seven) square metres.

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

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

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

Dated at Johannesburg this 20th day of 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/M1144.)

Case 16231/92
PH 104

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **The Standard Bank of S.A. Ltd,** Execution Creditor, and **Strydom, Hendrik Joubert,** 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 7 September 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 968, situated in the Township of Mulbarton Extension 3, Registration Division IR, Transvaal, being 11 Selsey Road, Mulbarton Extension 3, Johannesburg, measuring 1 195 (one thousand one hundred and ninety-five) square metres.

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

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

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

Dated at Johannesburg this 19th day of 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/S334.)

Case 14687/95
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
Mashicela, Edward Mangaliso, Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office, Springs, on 1 September 1995 at 11:00, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff, Springs, 56 12th Street, Springs, prior to the sale:

Certain: All right, title and interest in the leasehold in respect of Erf 13743, situated in the Township of kwaThema Extension 2, Registration Division IR, Transvaal, being 13743 Makunyane Street, kwaThema Extension 2, Springs, measuring 384 (three hundred and eighty-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, building society or other acceptable guarantee to be furnished within fourteen (14) days from the date of sale.

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

Dated at Johannesburg this 19th day of 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/avb/M1153.)

Saak 3344/94

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

In die saak tussen **Saambou Bank Beperk,** Vonnisskuldeiser, en **Vivian Brenda Bronkhorst,** Vonnisskuldenaar

As gevolg van 'n vonnis van die Landdroshof, Kempton Park, en 'n lasbrief gedateer 9 Junie 1995 sal die volgende eiendom verkoop word in eksekusie op 31 Augustus 1995 om 10:00, by die Balju Kantoor, Parkstraat 8, Kempton Park, nl.:

Erf 1743, Glen Marais-uitbreiding 2, geleë te De Bruinstraat 10, Glen Marais-uitbreiding 2, groot 990 vierkante meter.

Verkoopvoorwaardes:

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

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

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

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

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

Saak 12240/92

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

In die saak tussen **Saambou Bank Beperk,** Vonnisskuldeiser, en **Siluale Daniel Ndlovu,** Vonnisskuldenaar

As gevolg van 'n vonnis van die Landdroshof, Kempton Park, en 'n lasbrief gedateer 18 Mei 1995 sal die volgende eiendom verkoop word in eksekusie op 31 Augustus 1995 om 10:00, by die Balju Kantoor, Parkstraat 8, Kempton Park, nl.:

Erf 781, Umfuyaneni, geleë te Erf 781, Umfuyaneni, groot 364 vierkante meter.

Verkoopvoorwaardes:

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

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

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

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

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

Saak 16507/93

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Witwatersrandse Plaaslike Afdeling)

In die saak tussen **ABSA Bank Beperk,** Eiser, en **Christodoulou, Basilios,** Verweerder

Ter uitwinning van 'n vonnis van die Hooggeregshof van Suid-Afrika (Witwatersrandse Plaaslike Afdeling) in bogemelde saak, sal 'n verkoping sonder 'n reserweprys gehou word ten kantore van die Balju, Hooggeregshof, Johannesburg, te Marshallstraat 131, Johannesburg, op 24 Augustus 1995 om 10:00, van die ondervermelde eiendom van die Verweerder op die voorwaardes wat deur die afslaers gelees sal word ten tye van die verkoping en welke voorwaardes by die kantore van die Balju, Hooggeregshof, Johannesburg, voor die verkoping ter insae sal lê:

Erf 900, Mulbarton-uitbreiding 3-dorpsgebied, groot 1 595 vierkante meter, geleë te Amandelstraat 12, Mulbarton-uitbreiding 3.

Bestaande uit: *Hoofgebou:* Dubbelverdieping, ingangsportaal, familiekamer, drie slaapkamers, bad/toilet/stort, matte, sitkamer, kombuis, wassery, toilet/stort, eetkamer, studeerkamer, toilet, stoep en teëls. *Buitegeboue:* Twee stoorkamers, twee motorhuise en toilet/stort. *Konstruksie:* Onbekend.

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

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

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

Smit & Marais, Eiser se Prokureurs, 11de Verdieping, Schreiner Chambers, Pritchardstraat 94, Posbus 1693, Johannesburg. (Tel. 333-7128/9.) (Verw. J. F. Smit/ls/571-93.)

Case 34256/92

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Absa Bank Limited** (United Bank Division), Plaintiff, and **Botha, Jessie Mcrae,** First Defendant, **Botha, Herbert Ralph,** Second Defendant, and **Botha, Jessie Macrea,** Third Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the offices of the Sheriff, Kempton Park, at 8 Park Street, Kempton Park, on 31 August 1995 at 10:00, of the undermentioned property of the Defendants on the conditions to be read out by the Sheriff at the time of the sale and which conditions may be inspected at the offices of the Sheriff, Kempton Park, prior to the sale:

Certain Erf 331, Birch Acres Extension 1 Township, Registration Division IR, Transvaal, being 31 Meeu Street, Birch Acres, Kempton Park, measuring 991 (nine hundred and ninety-one) square metres.

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

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

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

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

Hammond Pole & Dixon, c/o Mark Yammin, Hammond & Partners, Seventh Floor, Bedford Centre, Bedford Gardens, Bedfordview. (Tel. 917-4631.) (Ref. Mrs Teixeira/AU0062.)

Saak 1041/93

IN DIE LANDDROSHOF VIR DIE DISTRIK CAMPERDOWN GEHOU TE CAMPERDOWN

In die saak tussen **Wakkerstroom Dorpsraad,** Eksekusieskuldeiser, en **W. H. Butler,** Eksekusieskuldenaar

Geliewe kennis te neem dat die ondergemelde eiendom op 30 Augustus 1995 om 10:30, voor die Landdroskantoor, Wakkerstroom, in eksekusie verkoop sal word ooreenkomstig die verkoopvoorwaardes wat ter insae sal lê by die Landdroskantoor, Wakkerstroom, vir tydperk van sewe (7) dae voor die verkoping te wete:

Erwe 490, 491, 492, 493, 499, 500, 501, 508, 509, 513 en 561, geleë in die dorp Marthinus Wessel Stroom, Registrasieafdeling HT, Provinsie Oos-Transvaal.

Al die erwe is onverbeter. Die belangrikste voorwaarde is dat die verkoping geskied voetstoots sonder 'n reserwe en dat 10% (tien persent) van die koopprys op die dag van verkoping in kontant betaalbaar sal wees en die balans by registrasie van transport, waarvoor 'n aanvaarbare bank- of ander waarborg binne 15 (vyftien) dae na datum van verkoping gelewer moet word op aanvraag.

Geteken te Volksrust op hierdie 12de dag van Julie 1995.

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

Case 10241/95

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **The Standard Bank of SA Ltd,** Plaintiff, and **Petros Musa Makhanya,** First Defendant, and **Sonto Ntombenhle Makhanya,** 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 in front of the Magistrate's Court, Piet Retief, on Friday, 25 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 961, situated in the Town of Piet Retief Extension 6, Registration Division HT, Transvaal (also known as 6 South Street, Piet Retief Extension 6), measuring 1035 (one thousand and thirty-five) square metres, held under Deed of Transfer T1488/95.

Subject to the terms and conditions therein referred to and more especially the reservation of mineral rights.

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

Dwelling consisting of lounge, dining-room, kitchen, three bedrooms, two bathroom/w.c., shower and garage.

10% (ten per cent) of the purchase price and 5% (five per cent) auctioneer's charges on the first R20 000 (twenty thousand rand) 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 14 (fourteen) days after the date of sale.

Dated at Pretoria this 11th day of July 1995.

E. M. Eybers, for Adams & Adams, Shorburg, 429 Church Street, Pretoria. [Tel. (012) 320-8500.] (Ref. EME/ep S552/95.)

Case 10384/95
PH 388

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

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Bakker, Jacques Gysbertus,** 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, 8 Park Street, Kempton Park, on Thursday, 31 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 unit consisting of section 24 and its undivided share in the common property in the Roseways Sectional Title Development Scheme, area 56 (fifty-six) square, situated at 24 Roseways, Numerosa and Isando Roads, Croydon.

Improvements (not guaranteed):

A section title unit consisting of bedroom, bathroom, kitchen and lounge/dining-room.

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

Dated at Johannesburg on 17 July 1995.

F. R. J. Jansen, for Jansen-Potter, Plaintiff's Attorneys, 25th Floor, Carlton Centre, Commissioner Street, Johannesburg. (Tel. 331-8535.) (Ref. ForeclosuresZ503.)

Case 14051/95
PH 388

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

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Swanepoel, Engela Batendina Paulina,** Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of the Sheriff of the Supreme Court, 131 Marshall Street, Johannesburg, on Thursday, 31 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 2151, Newlands Township, Registration Division IQ, Province of Pretoria-Witwatersrand-Vereeniging, area 342 (three hundred and forty-two) square metres, situated at 30 Aldred Street, Newlands.

Improvements (not guaranteed):

A house under iron roof consisting of three bedrooms, bathroom, kitchen lounge and dining-room with garage and servants quarters.

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

Dated at Johannesburg on 13 July 1995.

F. R. J. Jansen, for Jansen-Potter, Plaintiff's Attorneys, 25th Floor, Carlton Centre, Commissioner Street, Johannesburg. (Tel. 331-8535.) (Ref. ForeclosuresZ609.)

Case 11183/95
PH 388

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

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Nakedi, Nicolas,** First Defendant, and **Nakedi, Sana Suzan,** 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, Overvaal Building, 28 Krugerlaan, Vereeniging, on Thursday, 31 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: All the right title and interest in the leasehold in respect of Erf 394, Drieziek Extension 2 Township, Registration Division IQ, the Province of Pretoria-Witwatersrand-Vereeniging, area 84 (eighty-four) square metres, situated at 394 Drieziek Extension 2.

Improvements (not guaranteed):

A house under asbestos roof consisting of two bedrooms, bathroom, kitchen and lounge.

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

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

F. R. J. Jansen, for Jansen-Potter, Plaintiff's Attorneys, 25th Floor, Carlton Centre, Commissioner Street, Johannesburg. (Tel. 331-8535.) (Ref. ForeclosuresZ538.)

Case 13647/95
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 **Mahlangu, Amos,** Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office, Springs, on 1 September 1995 at 11:00, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff, Springs, 12th Street, Springs, prior to the sale:

Certain: All right title and interest in the leasehold in respect of Erf 13735, situated in the Township of kwaThema Extension 2, Registration Division IR, Transvaal, being 13735 Makunyane Street, kwaThema Extension 2, Springs, measuring 321 (three hundred and twenty-one) square metres.

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

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

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

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

Dated at Johannesburg this 18th day of July 1995.

Ramsay, Webber and Company, Plaintiff's Attorneys, Fifth Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/avb/M1143.)

Case 19137/94
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 **Wilson, Anna Johanna,** Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office, Benoni, on 7 September 1995 at 10:00, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff, Benoni, 49 Kemston Avenue, Benoni, prior to the sale:

Certain Erf 2252, situated in the Township of Crystal Park Extension 3, Registration Division IR, Transvaal, being 36 Hoepoe Street, Crystal Park Extension 3, Benoni, measuring 1 095 (one thousand and ninety-five) square metres.

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

A detached single storey brick built residence with tiled roof, comprising kitchen, lounge/dining-room, family room, bar, two bedrooms, bathroom with outbuildings with similar construction comprising of 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 18th day of July 1995.

Ramsay, Webber and Company, Plaintiff's Attorneys, Fifth Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/avb/W170.)

Case 5938/95
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 **Krombe, Ndibaleni Lazarus,** Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office, Springs, on 1 September 1995 at 11:00, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff, Springs, 56 12th Street, Springs, prior to the sale:

Certain: All right, title and interest in and to the leasehold in respect of Lot 13645, situated in the Township of kwaThema Extension 2, Registration Division IR, Transvaal, being 13645, kwaThema Extension 2, Springs, measuring 300 (three hundred) square metres.

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

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

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

Dated at Johannesburg this 18th day of July 1995.

B. W. Webber, for Ramsay, Webber & Company, Plaintiff's Attorney, Fifth Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/fp/K262.)

Case 9874/95
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 **Radebe, Gregory Mzwandile,** 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 1 September 1995 at 11:15, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff, Boksburg, 182 Leeuwpoort Street, Boksburg, prior to the sale:

Certain: Lot 18289, situated in the Township of Vosloorus Extension 25, Registration Division IR, Transvaal, being 18289, Vosloorus Extension 25, Boksburg, 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, 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 18th day of July 1995.

B. W. Webber, for Ramsay, Webber & Company, Plaintiff's Attorney, Fifth Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/bt/R.256.)

Case 2710/95

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

In the matter between **ABSA Bank Limited** (United Bank Division) (Reg. No. 86/04794/06), Plaintiff, and **Andre Jacques Lamprecht,** First Defendant, and **Magdalena Johanna Lamprecht,** Second Defendant

In pursuance of a judgment in the Court for the Magistrate of Boksburg, on 2 May 1995, writ of execution issued pursuant thereto and as authorised by the above Honourable Court on 22 June 1995, the property listed hereunder will be sold in execution and by public auction on 18 September 1995 at 10:00, at the property namely:

3 Laurel Street, Van Dykpark, Boksburg.

Certain: Erf 983, Van Dykpark Township, situated on 3 Laurel Street, in the Township of Van Dykpark, District of Boksburg, measuring 820 (eight hundred and twenty) square metres.

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

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

The full conditions of sale which will read immediately prior to the sale, may be inspected at the office of the Sheriff of the Court, Benoni and/or at the offices of Libra Auctioneers CC, 6 Kingfisher Street, Horison Park, Roodepoort.

Dated at Boksburg on this 19th day of July 1995.

Hammond Pole & Dixon Inc., Attorneys for Plaintiff, Second Floor, Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 917-4631.) (Ref. Mrs Whitson/U00489.)

Case 1774/95

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **The Standard Bank of South Africa Limited,** Plaintiff, and **Dumisani Douglas Ndlovu,** Defendant

In execution of a judgment of the Supreme Court of South Africa (Transvaal Provincial Division), in the above-mentioned suit, the following property without a reserve will be sold in execution to the highest bidder, to be held on 4 August 1995 at 12:00, in front of the Magistrate's Office, Bronkhorstspruit:

Site 75, situated in the Riamar Park Township, Registration Division JR, Transvaal, measuring 1 000 (one thousand) square metres, held by the Defendant under Deed of Transfer T78988/94, situated at 74 Krisant Avenue, Riamar Park, Bronkhorstspruit.

The following information is furnished, though in this respect nothing is guaranteed: Dwelling-house with tiled roof, consisting of three bedrooms, lounge, dining-room, family room, kitchen, laundry, two bathrooms, shower and toilet. Two garages, servant's room and toilet. Brick walls.

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

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

D. J. Fourie, for MacRobert De Villiers Lunnon & Tindall Inc., 348 Standard Bank Centre, 291 Church Street, Pretoria. (Tel. 325-1501.) (Ref. L.420457/ldw.)

Saak 9742/95

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Witwatersrandse Plaaslike Afdeling)

In die saak tussen **Transnet Beperk,** Eiser, en **Skosana, Thomas Sello,** Verweerder

Ter uitwinning van 'n vonnis van die Hooggeregshof van Suid-Afrika (Witwatersrandse Plaaslike Afdeling) in bogemelde saak, sal 'n verkoping sonder 'n reserweprys gehou word te die Balju, Kempstonlaan 49, Benoni, op 7 September 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 Benoni voor die verkoping ter insae sal lê:

Sekere Erf 2391, Etwatwa-dorpsgebied, Registrasieafdeling IR, Transvaal, groot 253 (twee vyf drie) 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, kombuis, drie slaapkamers en badkamer met toilet.

Buitegeboue bestaande uit: Geen.

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

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

Geteken te Johannesburg op hierdie die 3de dag van Julie 1995.

Van Wyk De Vries, Eiser se Prokureurs, 42ste Verdieping, Carltonsentrum, Johannesburg. (Tel. 331-9128.) (Verw. M. Postma/jf Z23453.)

Saak 37942/95

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **ABSA Bank Beperk,** Eiser, en **Larry Burt Phillips,** Verweerder

'n Eksekusieverkoping word gehou deur die Balju, Pretoria-Oos, te Strubenstraat 142, Pretoria, op 30 Augustus 1995 om 10:00, van:

Erf 55, in die dorpsgebied Weavind Park, Registrasieafdeling JR, Transvaal, groot 928 vierkante meter, gehou kragtens Akte van Transport T42363/92 (beter bekend as Hartleystraat 203, Weavind Park).

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

Verbeterings: 'n Baksteen woonhuis met staaldak, volvloermatte en keramiekteëlvloere, bestaande uit 'n sitkamer, eetkamer, kombuis, drie slaapkamers en badkamer.

Buitegeboue: Enkel motorhuis, twee motorafdakke en toilet.

Ander: 'n Aparte woonstel bestaande uit slaapkamer, kombuis en toilet.

Besigtig voorwaardes by Balju Pretoria-Oos, Strubenstraat 142, Pretoria.

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

Case 32561/94
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 **Naidu, Subbiah,** First Execution Debtor, and **Naidu, Krishnaveni,** Second Execution Debtor, and **Naidu, Theenadayalan,** Third Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office, Alberton, on 5 September 1995 at 10:00, of the undermentioned property of the Defendants on the conditions which wil 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 401, situated in the Township of Palm Ridge, Registration Division IR, Transvaal, being 401 Ysterhout Avenue, Palm Ridge, Alberton.

Measuring: 1 000 (one thousand) 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 24th 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/N293.)

Case 5524/95
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 **Nokhonongo, Wiseman Mongameli,** 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 1 September 1995 at 11:15, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff, Boksburg, 182 Leeuwpoort Street, Boksburg, prior to the sale:

Certain: Erf 17984, situated in the Township of Vosloorus Extension 25, Registration Division IR, Transvaal, being 17984 Vosloorus Exension 25, Boksburg.

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

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

A detached single storey brick built residence with tiled roof, comprising kitchen, lounge/dining-room, 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 24th 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/N327.)

Case 13745/95
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 **Nortje, Johannes Petrus,** Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held in front of the Magistrate's Court, Pollock Street, Randfontein, on 1 September 1995 at 14:15, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the Magistrate's Court, Randfontein, Pollock Street, Randfontein, prior to the sale:

Certain: Erf 873, situate in the Township of Finsbury, Registration Division IQ, Transvaal, being 1 Sneeuberg Road, Finbury, Randburg.

Measuring: 1 759 (one thousand seven hundred and fifty-nine) square metres.

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

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

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 24th 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/N355.)

Case 13643/95
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 **Kruger, Sarel Hermanus,** First Execution Debtor, and **Kruger, Hester Cornelia Johanna,** Second Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Main Entrance Hall of the Magistrate's Court, Vanderbijlpark, on 1 September 1995 at 10:00, of the undermentioned property of the Defendants on the conditions which will lie for inspection at the Magistrate's Court, General Hertzog Street, Vanderbijlpark, prior to the sale:

Certain: Erf 909, situated in the Township of Vanderbijlpark South East 1, Registration Division IQ, Transvaal, being 2 Woltemade Street, Vanderbijlpark South East 1.

Measuring: 928 (nine hundred and twnety-eight) square metres.

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

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

Terms: 10% (ten per centum) of the purchase price in cash on the day of sale, the balance payable against registration of transfer, to be secured by a bank 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 24th 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/K278.)

Case 28740/91
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 **Le Roux, Willem Hendrik Hermanus,** Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office, Krugersdorp, on 6 September 1995 at 10:00, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff, Krugersdorp, 22B Klagburn Court, corner of Olckerse and Rissik Streets, Krugersdorp, prior to the sale:

Certain: Erf 175, situated in the Township of Dan Pienaarville Extension 1, Registration Division IQ, Transvaal, being 4 Theron Street, Dan Pienaarville Extension 1, Krugersdorp.

Measuring: 820 (eight hundred and twenty) square metres.

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

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

Terms: 10% (ten per centum) of the purchase price in cash on the day of sale, the balance payable against registration of transfer, to be secured by a bank or building society or other acceptable guarantee to be furnished within 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 24th 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/L88.)

Case 6114/95
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 **Ndlovu, Philani Jephrey,** Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office, Brakpan, on 1 September 1995 at 11:00, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff, Brakpan, 439 Prince George Avenue, Brakpan, prior to the sale:

Certain: Lot 14882, situated in the Township of Tsakane Extension 5, Registration Division IR, Transvaal, being 14882 Tsakane Extension 5, Brakpan.

Measuring: 338 (three hundred and thirty-eight) square metres.

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

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

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

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

Dated at Johannesburg on this 25th 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/N333.)

Saak 24415/95

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **ABSA Bank Beperk—Allied,** Eiser, en **Evan Anne Botha,** Verweerderes

Kennis word hiermee gegee dat ingevolge 'n uitspraak van bogemelde Agbare Hof in bogemelde saak op 9 Mei 1995 en ter uitvoering van 'n lasbrief vir eksekusie, sal die Balju, Pretoria-Sentraal, op 19 September 1995 om 14:00, die ondervermelde eiendom in eksekusie verkoop te NG Sinodale Sentrum, Visagiestraat 234, Pretoria, aan die hoogste bieër:

Die eiendom wat aldus te koop aangebied word, staan bekend as Arcadia Gardens 602, Pretoriusstraat 634, Arcadia, en word omskryf as Deel 27, soos getoon en vollediger beskryf op Deelplan SS218/82 (die deelplan) in die skema bekend as Arcadia Garens, ten opsigte van die grond en gebou of geboue geleë te Erf 1287, Arcadia-dorpsgebied, Registrasieafdeling JR, Transvaal, Plaaslike Bestuur, Stadsraad van Pretoria, van welke deel die vloeroppervlakte volgens genoemde deelplan 105 (eenhonderd-en-vyf) vierkante meter groot is (die deelverbind); 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 (die gemeenskaplike eiendom), gehou kragtens Sertifikaat van Geregistreerde Deeltitel ST218/82 (27) (Unit).

Die woonstel bestaan na bewering, maar sonder waarborg, uit 'n sitkamer, eetkamer, kombuis, drie slaapkamers, twee badkamers, teëls en volvloermatte en enkelmotorhuis.

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

Gemelde eiendom sal verkoop word op die voorwaardes wat uitgelees sal word deur die Balju ten tye van die verkoping, welke voorwaardes nagegaan kan word by die kantore van die Balju, Messcorhuis, Margarethastraat 30, Pretoria-Sentraal.

Geteken te Pretoria hierdie 25ste dag van Julie 1995.

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

Case 26222/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **Bank of Lisbon International Limited,** Plaintiff, and **Manrin (Pty) Limited,** First Defendant, and **Willem Hendrik Thomas van Heerden,** Second Defendant

A sale in execution of the undermentioned property is to be held without reserve at the Sheriff's Office, 8 Park Street, Kempton Park, on Thursday, 31 August 1995 at 10:00:

Full conditions of sale can be inspected at the offices of the Sheriff of the Supreme Court, 8 Park Street, Kempton Park, 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 1888, Glen Marais Extension 17, Registration Division IR, Transvaal, measuring 1 440 square metres, held under Deed of Transfer T1442/1993.

Improvements: Two complete dwellings. One dwelling has three bedrooms and the other dwelling has four bedrooms. Both dwellings consists of lounge, two bathrooms, dining-room, two toilets, two garages, kitchen and driveway. Property is fenced in, known as 18 Witstinkhout Avenue, Kempton Park.

Dated at Pretoria on this the 20th 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 7063 (A).]

Saak 18896/94
PH 507/DX 308

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Witwatersrandse Plaaslike Afdeling)

In die saak tussen **Transnet Beperk,** Eksekusieskuldeiser, en **Maluleka, Ernest Resemate,** Eksekusieskuldenaar

Ingevolge uitspraak van die Hooggeregshof van Suid-Afrika (Witwatersrandse Plaaslike Afdeling) in bogemelde saak, sal 'n verkoping gehou word op 31 Augustus 1995 om 10:00, by die kantore van die Balju, Hooggeregshof, Parkstraat 8, Kempton Park, van die ondergemelde eiendom:

Sekere Erf 4141, Uitbreiding 11, Tembisa-dorpsgebied, Registrasieafdeling IR, Transvaal, groot 240 (tweehonderd-en-veertig) vierkante meter, geleë te Erf 4141, Uitbreiding 11, Tembisa-dorpsgebied, distrik Kempton Park.

Erfbeskrywing: Die volgende inligting word verskaf insake verbeterings alhoewel geen waarborg in verband daarmee gegee word nie: 'n tweeslaapkamerhuis met staalvensters en teëldak. Geen buitegeboue is op die perseel nie.

Bestaande uit die volgende: Sit-/eetkamer, kombuis, twee slaapkamers, badkamer en toilet.

Die volle verkoopvoorwaardes mag ondersoek word by die kantoor van die Balju, Hooggeregshof, Parkstraat 8, Kempton Park, of Eiser se prokureurs, Blakes Prokureurs, Pleinstraat 14, Johannesburg.

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

C. W. S. S. Potgieter, vir Blakes Prokureurs, Prokureurs vir Eiser, Pleinstraat 14, Posbus 5315, Johannesburg, 2000. [Tel. (011) 491-5500.] [Faks. (011) 491-5593.] (Verw. PTM040/S. Potgieter/HVM.)

Saak 369/90

IN DIE LANDDROSHOF VIR DIE DISTRIK KOSTER GEHOU TE KOSTER

In die saak tussen **J. A. Dannhauser,** Eksekusieskuldeiser, en **John Motlhoiwa,** Eksekusieskuldenaar

Kragtens 'n vonnis van die Landdroshof, Koster, en 'n lasbrief vir eksekusie gedateer 21 Februarie 1995, sal die volgende vaste eiendom in eksekusie verkoop word aan die hoogste bieër te die Landdroskantoor, Lehurutshe, op 30 Augustus 1995 om 11:00, naamlik:

Huis 1881, geleë te Unit 2, Lerato, Lehurutshe distrik, Provinsie Noordwes ('n vyfvertrek tweeslaapkamerwoonhuis met teëldak).

Voorwaardes: 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-, bouvereniging of ander aanneembare waarborg binne 30 (dertig) dae vanaf datum van verkoping verskaf word.

Die volledige voorwaardes van verkoping mag geïnspekteer word gedurende kantoorure te die kantoor van die Balju, Piet Retiefstraat 7, Zeerust.

Gedateer te Koster op hierdie 21ste dag van Julie 1995.

J. O. van Niekerk, Jamesonweg 6, Posbus 51, Koster, 2825. [Tel. (0142) 43-2011/2.]

Case 15799/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (United Bank Division), Plaintiff, and **Govender: Gonaseelan,** First Defendant, and **Govender: Pillay Govindamah,** Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the offices of the Sheriff, Brakpan, at 439 Prince George Avenue, Brakpan, 1 September 1995 at 11:00, of the undermentioned property of the Defendants on the conditions to be read out by the Sheriff at the time of the sale and which conditions may be inspected at the offices of the Sheriff, Brakpan, prior to the sale:

Certain Erf 2007, Dalpark Extension 6, Brakpan Township, Registration Division IR, Transvaal, situated at 6 Silverbush Crescent, Dalpark Extension 6, Brakpan, measuring 795 (seven hundred and ninety-five) square metres.

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

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

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

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

Hammond Pole & Dixon, c/o Mark Yammin, Hammond & Partners, Seventh Floor, Bedford Centre, Bedford Gardens, Bedfordview. (Tel. 917-4631.) (Ref. Mrs Whitson/AU0209.)

NOTICE OF SALES IN EXECUTION

All the sales in execution are to be held at the stairs in front of the Magistrate's Court, Randburg, corner of Selkirk and Jan Smuts Drive, Randburg, on Tuesday, 29 August 1995 at 14:30.

Nedcor Bank Limited, Execution Creditor

The hereinafter-mentioned properties/rights of leasehold will be put up for sale. the material conditions of sale being:

1. The property/right of leasehold shall be sold to the highest bidder, without reserve, voetstoots, and subject to the Magistrates' Courts Act, 1944.

2. The purchaser shall pay 10% (ten per cent) of the purchased price plus 4% (four per cent) Sheriff's commission on date of sale and the balance plus interest at Plaintiff's current lending rates of transfer, to be secured by acceptable guarantees within fourteen (14) days of the sale.

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

Case Number: 10393/94.

Judgment Debtor: **Christina Johanna Hebrard.**

Property: Portion 2 of Holding 258, President Park Agricultural Holdings, Registration Division IR, Province of Gauteng, situated at Portion 2 of Holding 258, President Park Agricultural Holdings, West Road.

Improvements: Dwelling-house under thatched roof consisting of three bedrooms, bathroom, kitchen, dining-room and lounge.

File Ref.: LN3905/4.

L. J. van den Heever, for Schumanns Attorneys, 12 Voortrekker Street, P.O. Box 67, Kempton Park.

Case 9650/90

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

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Nomapha Primrose Xhego,** First Defendant, and **Prince Patience Nkomo,** Second Defendant

On 25 August 1995 at 11:15, the undermentioned property will be sold in execution at the Sheriff's Office, 182 Leeuwpoort Street, Boksburg:

Certain Erf 7379, Vosloorus Extension 9, Registration Division IR, the Province of Gauteng, situated at 7379 Vosloorus Extension 9, Boksburg.

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

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

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

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

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

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

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

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

C. M. Klinkert, for Tuckers Inc., Permanent Building, Commissioner Street, Boksburg. (Tel. 892-3400.) (Ref. Mrs L. Pinheiro/H1526.)

Case 5199/95

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Josef Johannes Phillipus Branders,** First Defendant, and **Maria Johanna Branders,** Second Defendant

Notice is hereby given that on 1 September 1995 at 11:00, the undermentiond property will be sold by public auction at the offices of the Sheriff, Brakpan, 439 Prince George Avenue, Brakpan, pursuant to a judgment in this matter granted by the above Honourable Court, on 18 May 1995, namely:

Certain Remaining extent 122 Witpoort Estates, Agricultural Holdings, Registration Division IR, the Province of Gauteng, situated at Plot 22, Second Road, Witpoort Estates Agricultural Holdings, Brakpan.

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

The full conditions of sale may be inspected at the offices of the Sheriff, Brakpan, 439 Prince George Avenue, Brakpan.

Dated at Boksburg on this 24th day of July 1995.

Tuckers Inc., Second Floor, Permanent Building, 312 Commissioner Street, Boksburg. (Tel. 892-3400.) (Ref. Mrs L. Pinheiro/H03054.)

Case 10714/95

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Johannes Cornelius Marthinus du Preez,** Defendant

Notice is hereby given that on 1 September 1995 at 11:00, the undermentioned property will be sold by public auction at the offices of the Sheriff, Brakpan, 439 Prince George Avenue, Brakpan, pursuant to a judgment in this matter granted by the above Honourable Court on 11 May 1995, namely:

Certain: Erf 1384, Brakpan, Registration Division IR, The Province of Gauteng, situated at 18 Kitzinger Avenue, Brakpan.

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 garages, carport, servants' quarters, toilet and swimming-pool.

The full conditions of sale may be inspected at the offices of the Sheriff, Brakpan, 439 Prince George Avenue, Brakpan.

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

Tuckers Inc., Second Floor, Permanent Building, 312 Commissioner Street, Boksburg. (Tel. 892-3400.) (Ref. Mrs. L. Pinheiro/H05017.)

Saak 9757/95

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **Saambou Bank Beperk,** Eiser, en **Adriaan Stephanus Jacobs,** Eerste Verweerder, en **Gertruida Maria Jacobs,** Tweede Verweerder

Kennis word hiermee gegee dat ingevolge 'n uitspraak van die Hooggeregshof van Suid-Afrika, Transvaalse Provinsiale Afdeling in bogemelde saak op 9 Junie 1995 en ter uitvoering van 'n lasbrief tot uitwinning sal die Balju, Kempton Park, op 31 Augustus 1995 om 10:00, te Parkstraat 8, Kempton Park, verkoop:

Sekere: Erf 127, Chloorkop-dorpsgebied, Registrasieafdeling IR, Transvaal, beter bekend as Wattstraat 1, Chloorkop, groot 1 010 (eenduisend en tien) vierkante meter.

Die eiendom is verbeter en bestaan uit: 'n Woonhuis bestaande uit sitkamer, eetkamer, kombuis, drie slaapkamers, badkamer, toilet, motorhuis en 'n bediendekamer.

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

Gemelde eiendom sal verkoop word op die voorwaardes wat uitgelees sal word deur die Balju ten tye van die verkoping, welke voorwaardes nagegaan kan word by die kantore van die Balju te Parkstraat 8, Kempton Park.

Dyason, Prokureurs vir Eiser, Leopont, Kerkstraat-Oos 451, Pretoria. (Tel. 322-8600.) [Verw. T. du Plessis/AN (FF 0370).]

Saak 5983/94

IN DIE LANDDROSHOF VIR DIE DISTRIK WITBANK GEHOU TE WITBANK

In die saak tussen **Die Stadsraad van Witbank,** Eiser, en **S. G. Skosana,** Verweerder

Ingevolge 'n vonnis toegestaan in die Landdroshof Witbank, en 'n lasbrief vir eksekusie, gedateer 17 Februarie 1995, sal die vaste eiendom hierin genoem, in eksekusie verkoop word voor die Landdroshof, Devillestraat, Witbank, op Vrydag, 25 Augustus 1995 om 10:00:

Erf 721, Uitbreiding 3, Witbank JS, Transvaal.

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

Gedateer te Witbank op hierdie 13de dag van Julie 1995.

Van Heerden & Brummer Ingelyf, Prokureurs vir Eiser, Derde Verdieping, Disagebou, Escombestraat, Privaatsak X7286, Witbank, 1035. (Verw. mev. Els: 10463-55718.)

Case 2050/95

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

In the matter between **Inga Francis McDermott,** Plaintiff, and **A. S. Waller,** Defendant

In terms of a judgment of the Magistrate's Court for the District of Rustenburg, and a writ of execution dated 10 May 1995, a sale by public auction without reserve will be held on 25 August 1995 at 11:00, at the Magistrate's Court, corner of Van Staden and Leyd Streets, Rustenburg, on conditions which will be read out by the auctioneer at the time of the sale and which conditions will lie for inspection at the offices of the Sheriff of the Court, Smits Avenue, Rustenburg, the Clerk of the Court, Magistrate's Court, Rustenburg, and Kloof Auctioneers, c/o Van Velden-Duffey, Second Floor, Biblio Plaza, corner of Van Staden and Smit Streets, Rustenburg of the following property owned by the Defendant:

Erf 0001435, Portion 0004 [Portion 4 (portion of Portion 2), Erf 1435], held under Title Deed T60785/1994, known as 215A Kruger Street, Rustenburg.

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

Dated at Rustenburg this 20th day of July 1995.

Van Velden-Duffey, Attorneys for Plaintiff, Second Floor, Biblio Plaza, corner of Van Staden and Smit Streets, Private Bag 82082, Rustenburg, 0300. (Ref. Mrs Evlambiou/DDS/IS/L736.)

Saak 7471/94

IN DIE LANDDROSHOF VIR DIE DISTRIK POTCHEFSTROOM GEHOU TE POTCHEFSTROOM

In die saak tussen **Nedcor Bank Beperk,** Reg. No. 51/00009/06, Eiser, en **J. P. J. Coetzee,** Verweerder

Geliewe kennis te neem dat ingevolge uitspraak van bogenoemde Agbare Hof gedateer 25 April 1995, en daaropvolgende lasbrief vir eksekusie die hiernagemelde eiendom om 10:00 op 1 September 1995 te Voorstraat 4, Potchefstroom, aan die hoogste bieder geregtelik verkoop sal word, naamlik:

Gedeelte 1 van Erf 1204, geleë in die dorp Potchefstroom, Registrasieafdeling IQ, provinsie Noordwes, ook bekend as Voorstraat 4, Potchefstroom, groot 952 (negehonderd twee-en-vyftig) vierkant meter.

Sonder om dit enigsins te waarborg is die eiendom verbeter met 'n drieslaapkamerwoonhuis met twee badkamers, sitkamer, eetkamer, kombuis, opwaskamer en twee motorhuise.

En neem verder kennis dat die verkoopvoorwaardes by die kantore van die Balju, Wolmaransstraat 86, Potchefstroom, ter insae lê en behels onder andere die volgende:

1. Tien persent (10%) van koopsom is betaalbaar by ondertekening van die voorwaardes van verkoop.
2. Balans koopsom, plus rente binne 14 (veertien) dae vanaf datum van veiling.
3. Besit onderhewig aan enige huurkontrak.
4. Reserweprys sal voor die veiling in aanvang neem aangekondig word.

Gedateer te Potchefstroom op hede die 25ste dag van Julie 1995.

P. C. Viviers, vir Gaisfords, Octrongebou/Building, Eerste Verdieping/Floor, Lombardstraat 62 Lombard Street, Potchefstroom, P.O. Box/Posbus 71, Potchefstroom, 2520. [Tel. (0148) 297-5201/2/3.] (Verw. CT/NN38.)

Case 10613/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Prince Duke Dludla,** First Defendant, and **Lulama Laetitia Dludla,** Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Transvaal Provincial Division), in this suit, a sale without reserve will be held by the Sheriff of Pretoria-South, at 142 Struben Street, Pretoria, at 10:00 on Wednesday, 30 August 1995, 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 offices of the Sheriff prior to the sale:

Certain: Erf 609, The Reeds Extension 15, Registration Division JR, Transvaal, (10 Jones Street, Verwoerdburg), measuring 1 040 square metres, held by Deed of Transfer T82053/1992.

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

Improvements: A dwelling under tile roof consisting of three bedrooms, two bathrooms, kitchen, lounge, dining-room, study, two garages and two servants' quarters. The property is surrounded by a precast wall.

Reserve price: Without reserve.

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

Auctioneer's charges: Payable on the date of the sale and calculated at 5% (five per cent) on the proceeds of the sale up to a price of R20 000 (twenty thousand rand) and thereafter at 3% (three per cent) on the balance, subject to a maximum fee of R6 000 (six thousand rand) and a minimum fee of R50.

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

Savage, Jooste & Adams Inc., Savage, Jooste & Adams Forum, 748 Church Street, Arcadia, Pretoria. (Ref. Mr M. van Staden/BV/T60/46855.)

Case 8876/91

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **Nedperm Bank Limited,** Plaintiff, and **Strument Properties (Pty) Limited,** Defendant

In execution of a judgment of the Supreme Court of South Africa (Transvaal Provincial Division), in this suit, a sale without reserve will be held by the Sheriff of Pretoria South, at 142 Struben Street, Pretoria, at 10:00 on Wednesday, 30 August 1995, of the undermentioned property of the Defendant on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the offices of the Sheriff prior to the sale:

Certain: Portion 80 (a portion of Portion 4) of the farm Olievenhoutbosch 389, Registration Division JR, Transvaal, measuring 8,5653 hectare, held under and by virtue of Deed of Transfer T54126/1990.

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

Improvements: The property is unimproved.

Reserve price: Without reserve.

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

Auctioneer's charges: Payable on the date of the sale and calculated at 5% (five per cent) on the proceeds of the sale up to a price of R20 000 (twenty thousand rand) and thereafter at 3% (three per cent) on the balance, subject to a maximum fee of R6 000 (six thousand rand) and a minimum fee of R50.

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

Savage, Jooste & Adams Inc., Savage, Jooste & Adams Forum, 748 Church Street, Arcadia, Pretoria. (Ref. Mr M. van Staden/BV/T59/10910.)

Case 8185/93

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

In the matter between **ABSA Bank Ltd,** Execution Creditor, and **E. M. Laher,** First Execution Debtor, and **A. Laher,** Second Execution Debtor

In pursuance of a judgment in the above Honourable Court, and a warrant of execution dated 19 October 1994, the following property will be sold in execution by Libra Auctioneers CC, on Thursday, 7 September 1995 at 11:00, and from the premises of the said immovable property, namely:

Erf 39, Bakerton Extension 1 Township, Registration Division IR, Transvaal, measuring 394 (three hundred and ninety-four) square metres, held under Deed of Transfer T54109/1991, and also known as 39 Fourth Street, Bakerton, Springs.

Material conditions of sale:

1. The property shall be sold without a reserve price and to the highest bidder and shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder, the conditions of the title deed in so far as these are applicable and further subject to the conditions of sale which are referred to in paragraph 4 hereof.

2. The following improvements on the property are reported, but nothing is guaranteed: *Main building:* Dwelling with tiled roof, consisting of three bedrooms, bathroom, kitchen, lounge and dining-room. *Outbuildings:* Unknown. *Sundries:* Unknown.

3. 10% (ten per cent) of the purchase price and auctioneer's charges in cash or by way of a bank-guaranteed cheque on the day of the sale, and the balance plus interest at 16,25% (sixteen comma two five per cent) per annum payable against registration of transfer, to be secured by a bank or building society or other acceptable guarantee to be furnished to the Sheriff within 21 (twenty-one) days of the date of sale.

4. The full conditions of sale may be inspected at the offices of the Sheriff of the Magistrate's Court at 66 Fourth Street, Springs.

Dated at Springs this 31st day of July 1995.

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

Saak 894/94

IN DIE LANDDROSHOF VIR DIE DISTRIK DELMAS GEHOU TE DELMAS

In die saak tussen **M. M. F. Brewis,** Eksekusieskuldeiser, en **J. M. Myburgh,** Eksekusieskuldenaar

Ter uitwinning van 'n vonnis van die Landdroshof, Delmas, gedateer 6 Desember 1994, sal 'n eksekusie verkoping gehou word by die Landdroskantoor, Delmas, op 18 Augustus 1995 om 09:00, van die ondervermelde eiendom van die Eksekusieskuldenaar op die voorwaardes wat deur die Balju van die Landdroshof gelees sal word ten tye van die verkoping en welke voorwaardes by die Balju van die Landdroshof, voor die verkoping ter insae sal lê:

Hoewe 272, Modder East Orchards Agricultural Holdings, Registrasieafdeling IR, Transvaal, gehou kragtens Akte van Transport T65356/1993.

Die volgende inligting word verskaf insake verbeterings, alhoewel geen waarborg in verband daarmee gegee word nie: Woonhuis en buitegeboue.

Terme: 10% (tien persent) van die koopprys in kontant op die dag van die verkoping en ten opsigte van die balans betaalbaar teen registrasie van transport met 'n bank-, bougenootskap of ander aanneembare waarborg binne 21 dae vanaf datum van die verkoping verskaf word. Vendukoste is betaalbaar deur die verkoper.

Geteken te Delmas hierdie 18de dag van Julie 1995.

D. J. Swanepoel, Prokureur vir Eksekusieskuldeiser, Derde Straat 33, Delmas, 2210. [Verw. VBT/R4/93(pve).]

Saak 7404/95

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **Standard Bank van SA Beperk** (Reg. No. 62/00738/06), Eiser, en **Jabulani April Sibanyone,** Verweerder

Ten uitvoerlegging van 'n vonnis van bogemelde Hof en 'n lasbrief vir eksekusie word die volgende eiendom in eksekusie verkoop op Vrydag, 1 September 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:

Erf 3209, Soshanguve—L Township, Registrasieafdeling JR, Gauteng, groot 676 vierkante meter, gehou kragtens Akte van Transport T101928/94.

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

Straatadres: Standplaas 3209, Blok L, Soshanguve.

Verbeterings: Teëldakwoonhuis met ingangsportaal, sitkamer, eetkamer, familiekamer, studeerkamer, kombuis, waskamer, drie slaapkamers, twee badkamers, twee toilette, twee garages, steenmuur en steenplaveisel.

Reserweprys: Die eiendom word sonder reserweprys verkoop.

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

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

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

Gedateer te Pretoria hierdie 1ste dag van Augustus 1995.

Haasbroek & Boezaart Ing., Eiser se Prokureurs, Tweede Verdieping, Momentumsentrum, Westoring, Pretoriusstraat, Posbus 2205, Pretoria. [Tel. (012) 322-4401.) (Verw. V. Rensburg/Z9521/95/BVDM.)

Case 6909/95

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **Standard Bank,** Plaintiff, and **Ezekiel Mamogodi Maile,** First Defendant, and **Saronah Maetsane Maile,** Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Transvaal Provincial Division) in the above-mentioned suit, the following property without a reserve will be sold in execution to the highest bidder, to be held on 1 September 1995 at 11:00, at the office of the Sheriff, 439 Prince George Avenue, Brakpan:

Lot 18717, Tsakane Extension 8 Township, Registration Division IR, Transvaal, measuring 516 (five hundred and sixteen) square metres, held by the First and Second Defendants under Certificate of Registered Grant of Leasehold TL14889/90, situated at 18717 Tsakane Extension 8 Township.

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

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

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

A. Holtzhausen, for MacRobert De Villiers Lunnon & Tindall Inc., 348 Standard Bank Centre, 291 Church Street, Pretoria. (Tel. 325-1501.) (Ref. L435834/ldw.)

Case 7043/95

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **The Standard Bank of South Africa Limited,** Plaintiff, and **Model Park Supermarket,** First Defendant, and **Carlos Luis Freitas da Silva,** Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Transvaal Provincial Division) in the above-mentioned suit, the following property without a reserve will be sold in execution to the highest bidder, to be held on Friday, 1 September 1995 at 09:00, at the Magistrate's Office, Dolomiet Street, Delmas:

Erf 350, in the Township of Eloff, Registration Division IR, Transvaal, measuring 991 (nine hundred and ninety-one) square metres, held by virtue of Deed of Transfer T17846/1989, situated at 350 Thomas Street, Eloff, Delmas.

The following information is furnished, though in this respect nothing is guaranteed: Brick building with tile roof. Double garage. Normal facilities. Premises is properly fenced.

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

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

F. A. Gerber, for MacRobert De Villiers Lunnon & Tindall Inc., 348 Standard Bank Centre, 291 Church Street, Pretoria. (Tel. 325-1501.) (Ref. T436207/el.)

Case 1966/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **The Standard Bank of South Africa Limited,** Plaintiff, and **Pieter Willem Bester,** First Defendant, and **Beulah Embrentia Bester,** Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Transvaal Provincial Division) in the above-mentioned suit, the following property without a reserve will be sold in execution to the highest bidder, to be held on 1 September 1995 at 10:00, at the Magistrate's Court, corner of Van Staden and Klopper Streets, Rustenburg:

Portion 172 (a portion of Portion 108), of the farm Waterkloof 305, Registration Division JQ, Transvaal, in extent 9,8010 (nine comma eight nil one nil) hectare, held by the First and Second Defendants under Deed of Transfer T64230/88, situated at Plot 10, Waterval Rex, Rustenburg District (from Rustenburg ± 16 km on the Johannesburg Road, opposite Rex Scrapyard is a farm stall Little Sweetness, turn right directly next to the farm stall).

The following information is furnished, though in this respect nothing is guaranteed: Dwelling-house with tiled roof, consisting of four bedrooms, lounge, dining-room, study, needle room, kitchen, laundry, scullery, bathroom with shower, two bathrooms, toilet, four garages, six servant's rooms, swimming-pool, precast and wire fencing.

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

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

A. Holtzhausen, for MacRobert De Villiers Lunnon & Tindall Inc., 348 Standard Bank Centre, 291 Church Street, Pretoria. (Tel. 325-1501.) (Ref. R389061/ldw.)

Case 10248/95

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **The Standard Bank of Home Loans,** Plaintiff, and **William Kiewiets,** First Defendant, and **Phillys Christina Kiewiets,** Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Transvaal Provincial Division) in the above-mentioned suit, the following property without a reserve will be sold in execution to the highest bidder, to be held on 1 September 1995 at 10:00, in front of the Magistrate's Office, President Kruger Street, Middelburg:

Portion 12 of Erf 501, situated in the Township of Nasaret Extension 1, Registration Division JS, Transvaal, measuring 562 (five hundred and sixty-two) square metres, held by the First and Second Defendants by virtue of a Deed of Transport T7907/94, situated at 2 Barrydale Avenue, Nazareth.

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

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

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

A. Holtzhausen, for MacRobert De Villiers Lunnon & Tindall Inc., 348 Standard Bank Centre, 291 Church Street, Pretoria. (Tel. 325-1501.) (Ref. L435870/ldw.)

Case 11421/95

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Jacobus Frederick Steyn,** Defendant

A sale in execution of the undermentioned property is to be held without reserve at the Magistrate's Court, Carolina, on 31 August 1995 at 11:00:

Full conditions of sale can be inspected at the offices of the Sheriff of the Supreme Court, 15 Jan van Riebeeck Street, Ermelo, and will also be read out by the Sheriff prior to the sale in execution.

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

Property: Remaining extent of Erf 417, situated in the Town of Carolina, Registration Division IT, Transvaal, Province of Eastern Transvaal, measuring 2 855 square metres, also known as 28 Hugo Street, Carolina.

Improvements: Four bedrooms, two full bathrooms, kitchen/pantry, lounge/dining-room, garage and outside room.

Hack Stupel & Ross, Attorneys for Plaintiff, P.O. Box 2000, Pretoria. [Tel. (012) 325-4185.] (Ref. Du Plooy/sv/GT2527.)

Case 11885/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **ABSA Bank Limited,** Plaintiff, and **Letlakala Samuel Molope,** Eerste Verweerder, en **Pauline Molope,** Tweede Verweerder

A sale in execution will be held on Friday, 1 September 1995 at 11:00, by the Sheriff for the Supreme Court, Wonderboom, Pretoria North, at Portion 83, De Onderstepoort (just north of Sasko Mills), old Warmbaths Road, Bon Accord, of:

Erf 40, in the Township of Sinoville, Registration Division JR, Transvaal, in extent 1 190 square metres, known as 222 Miriana Street, Sinoville.

Particulars are not guaranteed: Dwelling: Lounge, family room, dining-room, kitchen, three bedrooms, bathroom, study, staffroom, store and toilet.

Inspect conditions at Sheriff for the Supreme Court, Wonderboom, Pretoria North, Portion 83, De Onderstepoort (just north of Sasko Mills), old Warmbaths Road, Bon Accord.

MacRobert De Villiers Lunnon & Tindall Inc. (Tel. 328-6770.) [Ref. N1/B-443692(409869)/JAA/M Oliphant.]

Case 9272/95

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **ABSA Bank Limited,** Plaintiff, and **Die Trustees van tyd tot tyd van die C M de Beer Familie Trust T262/89,** Defendant

A sale in execution will be held on Friday, 1 September 1995 at 10:00, by the Sheriff of the Supreme Court, at 21 Teak Avenue, Klerkindustria, Klerksdorp, of:

Erf 1452, situated in the Township of Klerksdorp Extension 1, Registration Division IP, Transvaal, in extent 5 981 square metres, known as 21 Teak Avenue, Klerksdorp.

Particulars are not guaranteed: Tune-up centre, plumbing workshops, scrap yard (motor vehicles) and ablution blocks.

Inspect conditions at Sheriff for the Supreme Court, Klerksdorp, at 11 Teak Avenue, Klerkindustria, Klerksdorp.

MacRobert De Villiers Lunnon & Tindall Inc. (Tel. 328-6770.) (Ref. N1/B-439454/JAA/M. Oliphant.)

Case 19233/90

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

In the matter between **ABSA Bank Limited,** Plaintiff, and **P. V. Padayachey,** First Defendant, **P. V. Padayachey,** Second Defendant, **K. V. Padayachey,** Third Defendant, **V. Padayachey,** Fourth Defendant, and **D. Padayachey,** Fifth Defendant

A sale will be held at 603A Olivetti House, corner of Schubart and Pretorius Streets, Pretoria, on Thursday, 31 August 1995 at 10:00:

Erf 490, situated in the Township of Laudium, Registration Division JR, Transvaal, measuring 806 square metres, known as 204 Emerald Street, Laudium, Pretoria.

Particulars are not guaranteed: Dwelling: Lounge, dining-room, kitchen, five bedrooms, two bathrooms, study, single garage, servant's room and toilet.

Inspect conditions at Sheriff, Pretoria North West, 203 Olivetti House, corner of Schubart and Pretorius Streets, Pretoria.

J. A. Alheit, for MacRobert De Villiers Lunnon & Tindall Inc. (Tel. 328-6770 X313.) [Ref. N1/B-439455(392310)(251305)/JAA/M. Oliphant.]

Case 9326/94

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

In the matter between **ABSA Bank Limited,** Plaintiff, and **Hendrik Bernardus Kruger,** 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, 1 September 1995 at 11:00:

Erf 585, The Orchards Extension 10 Township, Registration Division JR, Transvaal, measuring 801 square metres, known as 175 Lindeboom Street, The Orchards.

Particulars are not guaranteed: Dwelling: Entrance hall, lounge, family room, dining-room, kitchen, four bedrooms, 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-424841/JAA/M. Oliphant.)

Case 56058/94

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

In the matter between **ABSA Bank Limited** (Volkskas Division), Plaintiff, and **Hendrik Johannes Nel,** Defendant

A sale will be held at 142 Struben Street, Pretoria, on Wednesday, 30 August 1995 at 10:00, of:

Erf 715, situated in the Township of Clubview Extension 26, Registration Division JR, Transvaal, measuring 3 867 square metres, known as 5 Jean Avenue, Clubview Extension 26.

Particulars are not guaranteed: Dwelling with entrance hall, lounge, family room, dining-room, kitchen, three bedrooms, two bathrooms, study, scullery, double garage, staff-room and 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-419209/JAA/J. S. Herbst.)

Case 82733/94

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

In the matter between **ABSA Bank Limited** (United Division), Plaintiff, and **Petrus Johannes Pieterse,** Defendant

A sale will be held at 142 Struben Street, Pretoria, on Wednesday, 30 August 1995 at 10:00, of:

Section 15, as shown on Sectional Plan SS229/84 in the building Jimbri Village, situated at Erf 2100, Lyttelton Manor Extension 1, Local Authority City Council of Verwoerdburg, measuring 104 square metres; and

an undivided share in the common property in the land and building held under Deed of Transfer ST50302/1994, dated 7 July 1994, known as Flat 15, Jimbri Village, 229 Retief Avenue, Lyttelton Manor Extension 1.

Particulars are not guaranteed: Two bedroomed flat with lounge, dining-room, kitchen and bathroom.

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-429919/JAA/J S Herbst.)

Case 15128/95

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

In the matter between **ABSA Bank Limited** (United Division), Plaintiff, and **Craig Allen Horwood,** Defendant

A sale will be held at 142 Struben Street, Pretoria, on Wednesday, 30 August 1995 at 10:00, of:

Section 2, as shown on Section Plan SS137/91 in the building Sawadee, situated at Erf 4076, Garsfontein Extension 11, Township Local Authority City Council of Pretoria, measuring 89 square metres; and

an undivided share in the common property in the land and building held under Certificate of Sectional Registered Title ST137/91(2)(Unit), known as Duet 2, Sawadee, 1060 Geelvis Street, Garsfontein Extension 11.

Particulars are not guaranteed: Two bedroomed duet with lounge, dining-room, kitchen, bathroom and garage.

Inspect conditions at Sheriff, Pretoria East, 142 Struben Street, Pretoria.

J. A. Alheit, for MacRobert De Villiers Lunnon & Tindall Inc. (Tel. 328-6770.) (Ref. N1/A-434239/JAA/J S Herbst.)

Case 15258/95

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Pelser: Marcus Wayne,** Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of Sheriff, Krugersdorp, at Klaburn Court, 22B Ockerse Street, Krugersdorp, on Wednesday, 30 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, prior to the sale:

Certain Erf 690, Wentworth Park Township, Registration Division IQ, Transvaal, situated at 17 Rant Street, Wentworth Park, Krugersdorp, area 822 (eight hundred and twenty-two) square metres.

Improvements (not guaranteed): Three bedrooms, two other rooms, bathroom, kitchen and garage.

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

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

Maisels Smit & Lowndes, Attorneys for Plaintiff, Second Floor, Nedbank Park, 13 Girton Road, Parktown, Johannesburg. (Tel. 484-1777.) (Ref. N4577E/mgh.)

Case 4780/95

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Ramos N.O.: Maria Encarnacao de Sousa,** Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of Sheriff, Krugersdorp, at Klaburn Court, 22B Ockerse Street, Krugersdorp, on Wednesday, 30 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, prior to the sale:

Certain Erf 487, Kenmare Township, Registration Division IQ, Transvaal, situated at 17 Terenure Avenue, Kenmare, area 476 (four hundred and seventy-six) square metres.

Improvements (not guaranteed): Two storey building, three shops at the bottom, one × two bedroom flat, two × bedroom flat.

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 (six thousand rand) and a minimum of R200.

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

Maisels Smit & Lowndes, Attorneys for Plaintiff, Second Floor, Nedbank Park, 13 Girton Road, Parktown, Johannesburg. (Tel. 484-1777.) (Ref. GT22E/mgh/tf.)

Case 12610/95

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Cougar Property Holdings CC,** Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of Sheriff, Midrand, at Block D, First Floor, Lochner Park, corner of Richards Drive and Suttie Street, Halfway House, on Wednesday, 30 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 7, of Erf 94, Kelvin Township, Registration Division IR, Transvaal, situated at 12 Harmonia Way, Kelvin, area 1 784 (one thousand seven hundred and eighty-four) square metres.

Improvements (not guaranteed): Four bedrooms, three bathrooms, 13 other rooms, swimming-pool.

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

Dated at Johannesburg on this the 24th day of July 1995.

Maisels Smit & Lowndes, Attorneys for Plaintiff, Second Floor, Nedbank Park, 13 Girton Road, Parktown, Johannesburg. (Tel. 484-1777.) (Ref. N4703E/mgh/tf.)

Case 5445/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Lagios, George,** Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of Sheriff, Sandton, at Ground Floor, Fluor House, Grayston Drive, Sandown, on Friday, 1 September 1995 at 10:00, of the undermentioned property of the Defendant on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff, prior to the sale:

Certain Erf 501, Hurlingham Extension 5 Township, Registration Division IR, Transvaal, situated at 10 Dewetshof Place, Hurlingham Extension 5, area 813 (eight hundred and thirteen) square metres.

Improvements (not guaranteed): Three bedrooms, two and a half bathrooms, kitchen, four other rooms, two garages, swimming-pool.

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

Dated at Johannesburg on this the 21st day of July 1995.

Maisels Smit & Lowndes, Attorneys for Plaintiff, Second Floor, Nedbank Park, 13 Girton Road, Parktown, Johannesburg. (Tel. 484-1777.) (Ref. N4835E/mgh/tf.)

Saak 2760/92

IN DIE LANDDROSHOF VIR DIE DISTRIK BRITS GEHOU TE BRITS

In die saak tussen **African Bank Ltd,** Eiser, en **Strike Samuel Hlongwane,** Verweerder

Ingevolge 'n uitspraak in die Landdroshof, te Brits, en lasbrief vir eksekusie gedateer 21 Junie 1995, word die onvermelde eiendom op 1 September 1995 om 09:00, te Landdroskantoor, Van Veldenstraat, Brits, geregtelik verkoop, naamlik:

Sekere Erf 269, Lethlabile-dorpsgebied, Registrasieafdeling JO, Provinsie Noord-Wes, groot 300 (driehonderd) vierkante meter, gehou deur die Eksekusieskuldenaar(s) kragtens Titelakte T51624/1992.

Vernaamste verkoopvoorwaardes:

1. Die verkoping geskied voetstoots en onderworpe aan alle voorwaardes en beperkinge sonder voorbehoud by wyse van openbare veiling en die eiendom word, behoudens die bepalings van artikel 66 (2) van die Wet op Landdroshowe, No. 32 van 1944, soos gewysig, en die ander verkoopvoorwaardes, aan die hoogste bieër verkoop.

2. Die verkoping geskied in rande en geen bod vir minder as R10 sal aanvaar word nie.

3. Die verkoopprys is betaalbaar by wyse van 'n 10% (tien persent) deposito in kontant of bankgewaarborgde tjek by ondertekening van die verkoopvoorwaardes en die balans koopprys plus rente teen registrasie van transport en vir betaling waarvan 'n goedgekeurde bank- of bougenootskapswaarborg gelewer moet word binne 30 dae na datum van die verkoping.

4. Die koper is aanspreeklik vir betaling van alle gelde en uitgawes verbonde aan die registrasie van transport van die eiendom, alle belastings en heffings, afslaerskommissie en koste verbonde aan die opstel van die verkoopvoorwaardes en ander dokumente.

5. Transport van die eiendom sal geskied deur die Eksekusieskuldeiser se prokureurs.

6. Die volledige verkoopvoorwaardes van die verkoping sal deur die Geregsbode/Afslaer gelees word ten tye van die verkoping en sal ter insae lê by die Kantore van die Geregsbode te Theogebou, Murraylaan, Brits.

Geteken te Brits op hede hierdie 20ste dag van Julie 1995.

L. Pretorius, vir Roets Pretorius en Raath, Prokureur vir Eiser, hoek van Macleanstraat en Koöperasielaan, Brits.

Case 2760/92

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

In the matter between **African Bank Ltd,** Plaintiff, and **Strike Samuel Hlongwane,** Defendant

In pursuance of a judgment in the Magistrate's Court of Brits and subsequent warrant of execution against property, dated 21 June 1995, the following immovable property will be sold on 1 September 1995 at 09:00, at the Magistrate's Court, Van Velden Street, Brits, namely:

Certain Erf 269, Lethlabile Township, Registration Division JO, Province of North-West, measuring 300 (three hundred) square metres, held by the Defendant by Title Deed T51624/1992.

Major conditions of sale:

1. The property shall be sold without reserve on a voetstoots basis to the highest bidder and the sale shall be subject to the terms and conditions of section 66 (2) of the Magistrates' Courts Act, No. 32 of 1944, as amended and the other conditions of sale.

2. The sale will be conducted in rands and no bid of less than R10 will be accepted.

3. The purchase price is payable by way of a 10% (ten per cent) deposit in cash or by bank guaranteed cheque on date of signature of the conditions of sale and the balance against registration of transport and for payment of which balance, and acceptable bank or building society guarantee must be delivered within 30 days from the date of sale.

4. The purchaser will be liable for payment of all fees and disbursements due in respect of the registration of transfer, commissions of the auctioneer and the costs relevant to the drafting of the conditions of sale and other documents.

5. Transport of the property will be effected by the conveyancer appointed by the Plaintiff.

6. The full and complete conditions of sale will be read at the auction by the Messenger of the Court/Auctioneer and is available for inspection at the office of the Messenger of the Court, Theo Building, Murray Avenue, Brits.

Signed at Brits on this the 20th day of July 1995.

L. Pretorius, for Roets Pretorius and Raath, Plaintiff's Attorney, corner of Maclean Street and Koöperasie Avenues, Brits.

Case 12738/95
PH 196

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **NBS Bank Limited,** Plaintiff, and **Walker, George Sydney,** Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the office of De Klerk, Vermaak & Partners Inc. Attorneys, Overvaal Building, 28 Kruger Avenue, Vereeniging, on 31 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, Vereeniging, Overvaal Building, 28 Kruger Avenue, Vereeniging, prior to the sale:

Erf 124, in the Township of Mid-Ennerdale, Registration Division IQ, Province of Pretoria–Witwatersrand–Vereeniging, in extent 1 983 (one thousand nine hundred and eighty-three) square metres, situated at 124 Seventh Street, Mid-Ennerdale.

The following improvements are reported to be on the property (but nothing is guaranteed): Residence single-storey dwelling, detached, built of bricks and plaster under tiled roof. Floors: Cement floors, comprising combined lounge and dining-room, kitchen, two bedrooms, bathroom and w.c. Outbuildings: Precast walls and concrete stoeps.

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 31st 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/MN6793.). N. C. H. Bouwman, Sheriff of the Supreme Court Overvaal, 28 Kruger Avenue, Vereeniging. [Tel. (016) 21-3400.]

Case 14546/95
PH 196

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **NBS Bank Limited,** Plaintiff, and **Kubheka: Themba Patrick,** First Defendant, and **Mncanyana: Regina Joyce,** 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 1 September 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 457, in the Township of Lawley Extension 1, Registration Division IQ, Province of Pretoria–Witwatersrand–Vereeniging, in extent 406 (four hundred and six) square metres, situated at 457 Herring Crescent, Lawley Extension 1.

The following improvements are reported to be on the property, but nothing is guaranteed: *Residence:* Single-storey dwelling, detached, built of bricks and painted plaster, under tiled roof. *Floors:* Cement floors, comprising lounge, kitchen, three bedrooms, bathroom and w.c. *Outbuildings:* Boundary fencing.

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

Dated at Johannesburg on this the 31st 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/MN6830.)

Case 15036/95
PH 196

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **NBS Bank Limited,** Plaintiff, and **Kananda: Archie Bala,** First Defendant, and **Kananda: Regina,** 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 1 September 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 530, in the Township of Lawley Extension 1, Registration Division IQ, Province of Pretoria–Witwatersrand–Vereeniging, in extent 406 (four hundred and six) square metres, situated at 530 Catfish Crescent, Lawley Extension 1.

The following improvements are reported to be on the property, but nothing is guaranteed: *Residence:* Single-storey dwelling, detached, built of bricks and painted plaster, under tiled roof. *Floors:* Granolithic floors, comprising lounge, kitchen, three bedrooms, bathroom and w.c. *Outbuildings:* Boundary fencing.

Terms: 10% (ten per 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 31st 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/MN6837.)

Case 15029/95
PH 196

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **NBS Bank Limited,** Plaintiff, and **Mabuza: Ernest Mokaela,** First Defendant, and **Nkosi: Glenrose Zanele,** Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the office of De Klerk, Vermaak & Partners Inc. Attorneys, Overvaal Building, 28 Kruger Avenue, Vereeniging, on 31 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, Vereeniging, Overvaal Building, 28 Kruger Avenue, Vereeniging, prior to the sale:

Erf 5942, in the Township of Ennerdale Extension 8, Registration Division IQ, Province of Pretoria–Witwatersrand–Vereeniging, in extent 369 (three hundred and sixty-nine) square metres, situated at 5942 Cryolite Street, Ennerdale Extension 8.

The following improvements are reported to be on the property, but nothing is guaranteed: *Residence:* Single-storey dwelling, detached, built of bricks and painted plaster under tiled roof. *Floors:* Cement Floor, comprising lounge, kitchen, three bedrooms, bathroom and w.c. *Outbuildings:* Boundary fencing.

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

Dated at Johannesburg on this the 31st 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/MN6833.); N. C. H. Bouwman, Sheriff of the Supreme Court, Overvaal, 28 Kruger Avenue, Vereeniging. [Tel. (016) 21-3400.]

Case 2321/91

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

In the matter between **NBS Bank Limited** (Reg. No. 87/01384/06), Judgment Creditor, and **Kenneth Leonard Vickerman,** Judgment Debtor

In pursuance of a judgment in the Court of the Magistrate, Westonaria, District of Westonaria, and writ of execution the property listed hereunder which was attached on 10 June 1995, will be sold in execution on Friday, 1 September 1995 at 10:00, of the offices of the Sheriff, 50 Edwards Avenue, Westonaria, to the highest bidder:

Erf 1721, in the Township of Lawley Extension 1, Registration Division IQ, Province of Pretoria–Witwatersrand–Vereeniging, in extent 400 (four hundred) square metres, situated at 1721 Pompano Crescent, Lawley Extension 1.

The following improvements are reported to be on the property, but nothing is guaranteed: *Residence:* Single-storey dwelling, detached, built of bricks and painted plaster, under tiled roof. *Floors:* Fitted carpets and tiles, comprising lounge, kitchen, three bedrooms, bathroom and w.c. *Outbuildings:* None. *Improvements:* Boundary fencing.

Conditions of sale: The purchase price will be payable as to a deposit in cash of 10% (ten per centum) and the balance against transfer. The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff for the Magistrate's Court, 50 Edwards Avenue, Westonaria. A substantial bank loan can be raised for an approved purchaser with prior approval.

Dated at Westonaria on this the 31st day of July 1995.

Truter Crous Wiggill & Vos, Plaintiff's Attorneys, United Building, 88 Briggs Street, Westonaria. (Tel. 753-1188.) (Ref. Mr. Kruger/ADB/W02074/N170.)

Case 13789/95
PH 44

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **The Standard Bank of South Africa Limited,** Plaintiff, and **Chattenham Properties (Pty) Limited,** Defendant

In pursuance of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), the following property will be sold in execution on Friday, 1 September 1995 at 10:00, at the Salesrooms of the Sheriff, Ground Floor, 100 Grayston Drive, Sandown, to the highest bidder:

Certain Erf 399, Morningside Extension 70, known as 3B Brian Road, Morningside Extension 70.

1. The property shall be sold without reserve.

2. The following improvements on the property are reported, but nothing guaranteed: Dwelling-house consisting of a tiled roof, brick walls, steel windows and a steel fence and having a lounge, family room, dining-room, 2½ bathrooms, four bedrooms, passage, kitchen, servants' quarters, double garage and swimming-pool.

Terms: The purchase price shall be paid as to 10% (ten per centum) thereof at the time of the sale and the full balance thereof together with interest at the rate of 18% (eighteen per centum) from the date of sale to date of transfer, which shall be secured by a bank or building society guarantee in a form acceptable to the Plaintiff's conveyancers, which shall be delivered by the purchaser within 14 (fourteen) days from date of the sale.

Auctioneer's costs payable on the date of the sale, at the rate of 5% (five per centum) on the proceeds of the sale up to an amount of R15 000 (fifteen thousand rand) and thereafter 2,5% (two and half per centum) on a maximum fee of R5 000 (five thousand rand) or a minimum fee of R50 (fifty rand).

3. The conditions of sale to be read by the auctioneer on the date of the sale, may be inspected at the offices of the Sheriff of the Supreme Court, Sandton.

Dated at Johannesburg on this the 28th day of July 1995.

Shaun Nel Attorney, Plaintiff's Attorney, 15th Floor, Sanlam Centre, Jeppe Street, P.O. Box 3869, Johannesburg. (Tel. 336-0552.) (Ref. S. Nel/db/S0594/4.)

Case 14086/95
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 **Kinnear, Peter James,** 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 5 September 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 833, situated in the Township of Roodekop, Registration Division IR, Transvaal, being 11 Reedbok Street, Roodekop, Germiston, measuring 805 (eight hunderd and five) square metres.

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

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

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

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

Dated at Johannesburg this 28th day of July 1995.

B. W. Webber, for Ramsay, Webber & Co., Plaintiff's Attorneys, Fifth Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/fp/K282.)

Case 27524/94
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 **Cornelius, Anette Louise,** First Execution Debtor, and **Cornelius, Trevor Alfred,** 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 7 September 1995 at 10:00, of the undermentioned property of the Defendants on the conditions which will lie for inspection at the offices of the Sheriff, Johannesburg South, 100 Sheffield Street, Turffontein, Johannesburg, prior to the sale:

Certain Erf 415, situated in the Township of Kibler Park, Registration Division IQ, Transvaal, being 3 Sunningdale Road, Kibler Park, Johannesburg, measuring 1 131 (one thousand one hundred and thirty-one) square metres.

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

A detached single storey brick built residence with tiled roof, comprising kitchen, lounge/dining-room, entrance hall, family room, laundry, separate shower, three bedrooms, two bathrooms with outbuildings with similar construction comprising a garage, car-port, servant's room, toilet and shower.

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

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

Dated at Johannesburg this 28th day of July 1995.

B. W. Webber, for Ramsay, Webber & Co., Plaintiff's Attorneys, Fifth Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/bt/C.234.)

Case 13630/95
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 **Fourie, Raymond Thomas,** Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office, Springs, on 1 September 1995 at 11:00, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff, Springs, 56 12th Street, Springs, prior to the sale:

Certain Erf 18, situated in the Township of Casseldale, Registration Division IR, Transvaal, being 22 Ermelo Road, Casseldale, Springs, measuring 1 350 (one thousand three 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, entrance hall, laundry, separate shower, sun-room, three bedrooms, bathroom with outbuildings with similar construction comprising two garages, carport, servant's room and two toilets.

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

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

Dated at Johannesburg this 28th day of July 1995.

B. W. Webber, for Ramsay, Webber & Co., Plaintiff's Attorneys, Fifth Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/bt/F.136.)

Case 9359/95
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 **Goba, Ndabezinhle Sinatra,** Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office, Johannesburg North, on 7 September 1995 at 10:00, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff, Johannesburg North, 131 Marshall Street, Johannesburg, prior to the sale:

Certain Section 54, as shown and more fully described on Sectional Plan SS122/1992, in the scheme known as Tygerberg, situated in the Township of Berea, being Flat 510, Tygerberg, corner of Tudhope Avenue and Primrose Terrace, Berea, Johannesburg.

An undivided share in the common property in the land and building or buildings as shown and more fully described on the said sectional plan apportioned to the said section in accordance with the participation quota of the said section, measuring 74 (seventy-four) square metres.

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

A simplex flat with tiled roof, comprising kitchen, lounge/dining-room, separate toilet, 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 28th day of July 1995.

B. W. Webber, for Ramsay, Webber & Co., Plaintiff's Attorneys, Fifth Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/bt/G.227.)

Case 9060/95

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

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Shane Andries Fullford,** Defendant

Notice is hereby given that on 1 September 1995 at 11:00, the undermentioned property will be sold by public auction at the offices of the Sheriff, Brakpan, 439 Prince George Avenue, Brakpan, pursuant to a judgment in this matter granted by the above Honourable Court on 12 June 1995, namely:

Certain Erf 527, Brakpan North Extension 1, Registration Division IR, the Province of Gauteng, situated at 22 Talbot Street, Brakpan North Extension 1, Brakpan.

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

The full conditions of sale may be inspected at the offices of the Sheriff, Brakpan, 439 Prince George Avenue, Brakpan.

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

Tuckers Inc., Second Floor, Permanent Building, 312 Commissioner Street, Boksburg. (Tel. 892-3400.) (Ref. Mrs L. Pinheiro/H04087.)

Case 13375/95

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Marius Aubrey Harris,** First Defendant, and **Marlene Harris,** Second Defendant

Notice is hereby given that on 1 September 1995 at 11:00, the undermentioned property will be sold by public auction at the offices of the Sheriff, Brakpan, 439 Prince George Avenue, Brakpan, pursuant to a judgment in this matter granted by the above Honourable Court on 12 June 1995, namely:

Certain Erf 404, Brakpan North Extension 1, Registration Division IR, the Province of Gauteng, situated at 5 Kaizan Circle, Brakpan North Extension 1.

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

The full conditions of sale may be inspected at the offices of the Sheriff, Brakpan, 439 Prince George Avenue, Brakpan.

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

Tuckers Inc., Second Floor, Permanent Building, 312 Commissioner Street, Boksburg. (Tel. 892-3400.) (Ref. Mrs L. Pinheiro/H05058.)

Saak 66842/93

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **ABSA Bank Beperk,** Eiser, en **Heinrich Wilhelm Piater,** Verweerder

'n Eksekusieverkoping word gehou deur die Balju, Pretoria-Suid, te Strubenstraat 142, Pretoria, op 30 Augustus 1995 om 10:00, van:

Erf 1206, Pierre van Ryneveld-uitbreiding 2-dorpsgebied, Registrasieafdeling JR, Transvaal, groot 947 vierkante meter, gehou kragtens Akte van Transport T36967/82, beter bekend as Hertzoglaan 66, Pierre van Ryneveldpark.

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

Verbeterings: 'n Baksteenwoonhuis met metaaldak, bestaande uit 'n sitkamer, gesinskamer, eetkamer, studeerkamer, kombuis, drie slaapkamers, twee badkamers en aparte toilet.

Buitegeboue: Motorhuis, kantoor en toilet.

Ander: Swembad en beton- en steenmuuromheining.

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.)

Saak 37154/95

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **ABSA Bank Beperk,** Eiser, en **Henry Fred Nell,** Eerste Verweerder, en **Joan-Hannagh Nell,** Tweede Verweerder

'n Eksekusieverkoping word gehou deur die Balju, Pretoria-Suid, te Strubenstraat 142, Pretoria, op 30 Augustus 1995 om 10:00, van:

'n Eenheid bestaande uit Deel 1, soos getoon en vollediger beskryf op Deelplan SS346/94 in die skema bekend as Rossi ten aansien van die grond en gebou of geboue geleë te Erf 2190, Wierdapark-uitbreiding 2-dorpsgebied, Plaaslike Owerheid, Stadsraad van Verwoerdburg, van welke deel die vloeroppervlakte volgens voormelde Deelplan 152 (eenhonderd twee-en-vyftig) vierkante meter groot is, en 'n onverdeelde aandeel in die gemeenskaplike eiendom in die skema, toegedeel aan genoemde deel in ooreenstemming met die deelnemingskwota soos op genoemde deelplan aangeteken, gehou kragtens Akte van Transport ST42387/94, beter bekend as Eenheid 1, Rossi, Reddersburgstraat 60, Wierdapark-uitbreiding 2.

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

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

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.)

Saak 10401/95

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **ABSA Bank Beperk,** Eiser, en **Petrus Johannes Dirkse Prinsloo,** Verweerder

'n Eksekusieverkoping word gehou deur die Balju, Wonderboom, te Gedeelte 83, De Onderstepoort (net noord van Sasko Meule, ou Warmbadpad, Bon Accord) op 1 September 1995 om 11:00, van:

Erf 2265, geleë in die dorp Sinoville-uitbreiding 6, Registrasieafdeling JR, Transvaal, groot 791 vierkante meter, gehou kragtens Akte van Transport T48172/91, beter bekend as Hans Merenskystraat 529, Sinoville-uitbreiding 6.

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

Verbeterings: 'n Baksteenwoonhuis bestaande uit 'n sitkamer, eetkamer, gesinskamer, kombuis, drie slaapkamers en twee badkamers.

Buitegeboue: Motorhuis en toilet.

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

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

Case 10125/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **Nedcor Bank Limited** (formerly Nedperm Bank Limited), Plaintiff, and **Fannie Moses Maimela,** Defendant

A sale by public auction without a reserve price will be held by the Sheriff, Pretoria North West, at Room 603, Olivetti Building, corner of Pretorius and Schubart Streets, Pretoria, on 31 August 1995 at 10:00, of the following property:

Erf 6431, Saulsville Township, Registration Division JR, Transvaal, measuring 280 square metres, held by the Defendant under Certificate of Registered Grant of Leasehold TL23897/1991.

This property is situated at Stand 6431, Saulsville, Pretoria.

The property is improved as follows: Single-storey dwelling-house, bedroom, lounge, kitchen, bathroom/toilet.

No guarantee is given as to the nature and extent of the property or as to the improvements on the property.

The full conditions of sale can be inspected at the Sheriff's Offices at Room 202, Olivetti Building, corner of Pretorius and Schubart Streets, Pretoria.

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

Rooth & Wessels, Plaintiff's Attorneys, 38 Church Square, Pretoria. [Tel. (012) 325-2940.] (Ref. N. K. Petzer/EF.)

Saak 25271/92

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **Standard Bank van SA Beperk,** Eiser, en **Thomas Masemola,** 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 te kantore van die Balju, Hooggeregshof, Pretoria-Noordwes, te Olivettihuis 603A, hoek van Schubart- en Pretoriusstraat, Pretoria, op 7 September 1995 om 10:00, van die ondervermelde eiendom van die Verweerder op die voorwaardes wat deur die afslaer by die kantore van die Balju, Hooggeregshof, Pretoria-Noordwes, voor die verkoping ter insae sal lê te Olivettihuis 603A, hoek van Schubart- en Pretoriusstraat, Pretoria:

Sekere: Erf 6805, Dorpsgebied van Saulsville, Registrasieafdeling JR, Transvaal (6805 Saulsville Phase 2, Pretoria), groot 234 vierkante meter.

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

Verbeteringe (geen waarborg word in verband hiermee gegee nie): Huis met geteëlde dak, vloere het matte en teëls, sitkamer, eetkamer, kombuis, drie slaapkamers, badkamer en draadheining om huis.

Die erf is as woongebied verklaar.

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

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

Gedateer te Pretoria hierdie 3de dag van Augustus 1995.

Haasbroek & Boezaart Ing., Eiser se Prokureurs, Momentumsentrum 201, Wes-Toring, Pretoriusstraat, Posbus 2205, Pretoria. (Tel. 322-4401.) (Verw. B. Bekker/J623/92/HL.)

Case 11467/94
PH 128

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **The Standard Bank of South Africa Limited,** Plaintiff, and **Unmet Metal Merchants (Pty) Limited,** First Defendant, **Unmet Plastics (Pty) Limited,** Second Defendant, and **Heiling, Karl Heinz,** Third Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the office of the Sheriff for the Supreme Court, Vereeniging, on 31 August 1995, at the offices of De Klerk Vermaak & Partners Inc., Overvaal Building, 28 Kruger Avenue, Vereeniging, 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, Vereeniging, prior to the sale:

Erf 18, Gardenvale Agricultural Holdings, Registration Division IR, Transvaal, measuring 5,2537 ha.

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

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

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

Dated at Johannesburg this 20th day of July 1995.

Bowman Gilfillan Hayman Godfrey Inc., Plaintiff's Attorneys, 12th Floor, JCI House, 28 Harrison Street, P.O. Box 2439, Johannesburg. (Tel. 836-2811.) (Ref. Mr Carter/sn/PC 549943.)

Case 29402/93
PH 222

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Phillips, Christopher,** Plaintiff, and **De Waal Louw, Leon,** Defendant

In execution of a judgment of the Supreme Court of South Africa, Witwatersrand Local Division, in the above-mentioned suit, a sale will be held by the Sheriff of the Supreme Court, Sandton, at Ground Floor, 100 Grayston Drive, Sandown, on Friday, 1 September 1995 at 10:00, of the undermentioned property, on the conditions of sale to be read out by the auctioneer at the time of the sale:

Description: Holding 5, Palmlands Agricultural Holdings, Registration Division IR, Province of Gauteng, measuring 2,1939 (two comma one nine three nine) hectares, held under Deed of Transfer T77113/1991, zoning undetermined.

(Hereinafter referred to as the property).

Situated at: Rider's Ridge, 5 Uranium Street, corner of Cedar Avenue, Palmlands, Witkoppen.

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

Improvements: Single storey building with brick and plaster wall and tiled roof. Consists of large hallway, lounge, dining-room, study, three bathrooms, three bedrooms, passage, kitchen, scullery/laundry, covered patio, wooden window frames. Outdoors comprises garden, garden cottage, luxury swimming-pool, car-port, five car garage, store-room, servants' quarters, stables, fencing, paved driveway. Enclosed by high plastered white brick wall with electronically operated intercom and gate.

Terms:

(a) The property shall be sold without, reserve and to the highest bidder.

(b) The purchaser shall, in addition to the purchase price bid, pay collection commission to the Plaintiff's attorneys at the rate of 10% (ten per cent) on the purchase price bid, subject to a maximum of R250, and further pay all costs and expenses incurred in connection with the sale and transfer of the property including the costs of drawing this notice and the conditions of sale with the necessary copies thereof, Sheriff's charges and the Sheriff's commission, transfer duty, conveyancing costs, all assessment rates, taxes and other municipal charges in respect of the property and generally all such amounts as may be payable for the purposes of obtaining a clearance certificate in terms of the relevant Local Government Ordinance.

(c) A deposit of 10% (ten per cent) of the purchase price is to be paid in cash on the day of the sale. The balance of the purchase price bid, together with interest thereon at the rate of 18% (eighteen per cent) per annum with effect from the date of sale, shall be paid or 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.

Conditions: The conditions of sale may be inspected at the office of the Sheriff, Ground Floor, 100 Grayston Drive, Sandown.

Dated at Johannesburg on this 2nd day of August 1995.

Moodie & Robertson, Attorneys for Plaintiff, Fifth Floor, 111 Commissioner Street, Johannesburg. (Tel. 333-6114.) (Ref. H. F. Beckenstrater/A. Eliott.)

Case 1255/94

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

In the matter between **The Standard Bank of South Africa Limited,** Plaintiff, and **Morewane Patrick Thobejane,** Defendant

In execution of a judgment of the Supreme Court of South Africa, Transvaal Provincial Division, in the above-mentioned suit, a sale will be held by the Sheriff of Brakpan, on Friday, 1 September 1995 at 11:00, at the Sheriff's Office, 439 Prince George Avenue, Brakpan, of the undermentioned property of the Defendant, on the conditions of sale to be read out by the auctioneer at the time of the sale:

Lot 18788, Tsakane Extension 8 Township, Registration Division IR, Transvaal, measuring 294 square metres, held under Certificate of Registered Grant of Leasehold TL14593/1990, known as 18788 Tsakane Extension 8, Brakpan.

The following information is furnished, though in this regard nothing is guaranteed: A dwelling consisting of lounge, kitchen, two bedrooms and bathroom.

Terms: The sale is without reserve. Deposit of 10% (ten per centum) of the purchase price in cash on the day of the sale, the balance against transfer to be secured by a bank or building society guarantee, to be approved by the Plaintiff's attorney and to be furnished to the Sheriff, Brakpan, within fourteen (14) days after the sale.

Conditions: The conditions of sale may be inspected at the offices of the Sheriff, 439 Prince George Avenue, Brakpan.

Dated at Pretoria this 3rd day of August 1995.

Savage Jooste & Adams Inc., Plaintiff's Attorneys, Savage Jooste & Adams Forum, 748 Church Street, Arcadia, Pretoria. (Ref. Mrs Kartoudes/jm/58980.)

Case 6947/95

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

In the matter between **The Standard Bank of South Africa Limited,** Plaintiff, and **Samuel Lekgalemetja Lereba,** Defendant

In execution of a judgment of the Supreme Court of South Africa (Transvaal Provincial Division) in the above-mentioned suit, a sale will be held by the Sheriff of Brits, at 08:30, on 1 September 1995, at the office of the Sheriff, Theo Building, 42 Murray Avenue, Brits, of the undermentioned property of the Defendant, on the conditions of sale to be read out by the auctioneer at the time of the sale:

Erf 1302, in the Township Lethlabile B Extension 1, Registration Division JQ, Transvaal, measuring 216 square metres, held by virtue of Deed of Transfer TL15092/93, known as 1302 Lethlabile Extension 1, District of Brits.

The following information is furnished, though in this regard nothing is guaranteed: A dwelling consisting of dining-room, kitchen, three bedrooms and bathroom.

Terms: The sale is without reserve. Deposit of 10% (ten per centum) of the purchase price in cash on the day of the sale, the balance against transfer to be secured by a bank or building society guarantee, to be approved by the Plaintiff's attorney and to be furnished to the Sheriff, Brits, within fourteen (14) days after the sale.

Conditions: The conditions of sale may be inspected at the offices of the Sheriff, Theo Building, 42 Murray Avenue, Brits.

Dated at Pretoria on this 3rd day of August 1995.

Savage Jooste & Adams Inc., Plaintiff's Attorneys, Savage Jooste & Adams Forum, 748 Church Street, Arcadia, Pretoria. (Ref. Mrs Kartoudes/jm/24859.)

Saak 258/95

IN DIE LANDDROSHOF VIR DIE DISTRIK CHRISTIANA GEHOU TE CHRISTIANA

In die saak tussen **William James O'Reilly,** Eiser, en **Reinier Willem van Zyl,** Verweerder

Ingevolge 'n vonnis toegestaan in bogemelde Hof op 18 Julie 1995 en 'n lasbrief vir eksekusie, sal die ondervermelde onroerende eiendom voetstoots verkoop word deur die Balju van Christiana voor die Landdroskantoor, Pretoriusstraat, Christiana, op 29 September 1995, om 10:00, naamlik:

Gedeelte 10 ('n gedeelte van Gedeelte 7) van die plaas Zoutpan 301, Registrasieafdeling HO, Transvaal, groot 342,6128 (drie vier twee komma ses een twee agt) hektaar.

Die eiendom is verbeter as volg: Woonhuis, buitegeboue en weidingskampe.

Die eiendom is geleë te Zoutpan, distrik Christiana.

Verkoopvoorwaardes:

1. Die eiendom sal vir kontant aan die hoogste bieder, sonder reserwe, verkoop word. Die verkoping sal onderworpe wees aan die bepalings van die regulasies van die Wet op Landdroshowe en die titelakte van die eiendom, waar van toepassing.

2. Die koopprys sal soos volg betaalbaar wees:

2.1 10% (tien persent) daarvan in kontant op die dag van die verkoping;

2.2 die balans moet gewaarborg word teen registrasie van transport by wyse van 'n goedgekeurde bankwaarborg binne 21 (een-en-twintig) dae na die verkoopsdatum.

3. Die volledige verkoopvoorwaardes sal onmiddellik voor die verkoping deur die Balju uitgelees word en lê ter insae by sy kantoor te Pretoriusstraat 6, Christiana, en by die kantore van die Eiser se prokureurs.

Geteken te Christiana op hierdie 24ste dag van Julie 1995.

B. J. Liebenberg, vir Liebenbergs, Prokureurs vir Eiser, Voortrekkerstraat 16, Posbus 406, Christiana. [Tel. (0534) 3313.]

Saak 786/95

IN DIE LANDDROSHOF VIR DIE DISTRIK ALBERTON GEHOU TE ALBERTON

In die saak tussen **ABSA Bank Beperk,** handeldrywende as Trustbank, Eksekusieskuldeiser, en **Pieter Jacoba Jardine,** Eksekusieskuldenaar

Ter uitwinning van 'n vonnis van die Landdroshof, Alberton, en 'n lasbrief vir eksekusie gedateer 23 Junie 1995, sal die volgende onroerende eiendom in eksekusie verkoop word deur Balju, Johriahof, Du Plessisweg 4, Alberton, op Woensdag, 30 Augustus 1995, om 10:00, te wete:

Erf 343, Raceview, Registrasieafdeling IR, Transvaal, groot 997 (negehonderd sewe-en-negentig) vierkante meter, gehou kragtens Akte van Transport T43304/1994, en ook bekend as Colletstraat 65, Raceview, Alberton.

Wesenlike verkoopvoorwaardes:

1. Die gemelde eiendom sal verkoop word met 'n reserweprys van R151 463,34, plus rente teen 19,25% (negentien komma twee vyf persent) vanaf 12 Januarie 1995 tot datum van finale betaling en per openbare veiling en die verkoping sal onderhewig wees aan die bepalings van die Landdroshowewet en reëls daarvolgens neergelê, die voorwaardes van die transportakte en verder onderhewig aan die verkoopvoorwaardes waarna verwys word in paragraaf 4 hiervan.

2. Die verbeterings op die gemelde eiendom word soos volg beskryf, maar geen waarborg word in hierdie opsig gegee nie: *Hoofgebou:* Woonhuis met teëldak bestaande uit: Sitkamer, eetkamer, kombuis met opwasgedeelte, drie slaapkamers, badkamer en aparte toilet. *Buitegebou:* Motorhuis. *Diverse:* Vier betonmure.

3. 10% (tien persent) van die koopprys en afslaerskostes by die verkoping in kontant, of by wyse van 'n bankgewaarborgde tjek en die balans plus rente teen 19,25% (negentien komma twee vyf persent) per jaar moet betaal of gewaarborg word met 'n goedgekeurde bank, bougenootskap of ander aanvaarbare waarborg, wat binne 21 dae na datum van die verkoping aan die Balju voorsien moet word.

4. Die volledige verkoopvoorwaardes is ter insae beskikbaar by die kantore van die Balju van die Landdroshof, Alberton, te Johriahof, Du Plessisweg 4, Alberton, Tel. (011) 869-7138/9.

Gedateer te Alberton op hierdie 6de dag van Julie 1995.

J. F. van Deventer, vir Steenkamp, Theart & Mey, Eksekusieskuldeiser se Prokureurs, Druthtonsentrum, Eerste Verdieping, Voortrekkerstraat 48, Posbus 145, Alberton, 1450. (Verw. A200 341/FVD/MS.)

Case 5108/95

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (United Bank Division), Plaintiff, and **Van Rensburg, Petrus Janse,** Defendant

In execution of 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 31 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, T F C House, 32 Von Brandis Street, Johannesburg, prior to the sale:

Erf 1860, Albertsville Township, Registration Division IQ, Transvaal, situated at 39 Albert Street, corner of Von Brandis Street, Albertsville, measuring 895 (eight hundred and ninety-five) square metres.

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

The property is zoned Residential.

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

Auctioneers 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 hundred rand). Minimum charges R200 (two hundred rand).

Signed at Johannesburg on this the 28th day of July 1995.

Ismail Ayob & Partners, Plaintiff's Attorneys, Twenty Sixth Floor, Southern Life Centre, 45 Commissioner Street, P.O. Box 728, Johannesburg. [Tel. (011) 832-3251.] (Ref. V60084/AB.)

Case 11363/95

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Sewbaran Sivanand Kishwurlall,** Defendant

In execution of 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 31 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 42 as shown and more fully described on Sectional Plan SS107/1982 in the scheme known as San Michelle in respect of the land and building or buildings, situated at Johannesburg Township in the area of the Johannesburg Local Authority of which the floor area, according to the said sectional plan, is 75 (seventy-five) square metres in extent; and

(b) an undivided share in the common property to 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 ST20184/1992, situated at Flat 92, San Michelle, 25 Ockerse Street, Hillbrow.

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

Flat consisting of lounge, bedroom, kitchen, bathroom and toilet.

The property is zoned Residential.

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

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

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

Signed at Johannesburg on the 27th 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. S45238/PC.)

Case 3/95

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **The Standard Bank of South Africa Limited,** Plaintiff, and **Mokoena Zubi Johannes,** Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office, Alberton, on 29 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, at First Floor, Terrace Building, 1 Eaton Terrace Street, New Redruth, Alberton, prior to the sale:

All right, title and interest in the leasehold in respect of Erf 23 (now renumbered 10694), Tokoza Extension 2 Township, Registration Division IR, Transvaal, measuring 325 (three hundred and twenty-five) square metres, situated at Erf 23 (now renumbered 10694) Tokoza Extension 2 Township.

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

Dwelling consisting of entrance hall, dining-room, pantry, bedroom, bathroom and toilet.

The property is zoned Residential.

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

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

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

Signed at Johannesburg on the 20th 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. M29465/SC.)

Saak 4730/95

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

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

Kragtens 'n uitspraak in die Hof van die Landdros, Pretoria en 'n lasbrief vir eksekusie gedateer 3 Maart 1995, sal die onderstaande eiendom op 30 Augustus 1995 om 10:00, te die kantoor van die Balju Pretoria-Oos, Strubenstraat 142, Pretoria, geregtelik verkoop word aan die hoogste bieër, naamlik:

Die eiendom wat verkoop word bestaan uit Erf 263/2, geleë in die dorpsgebied Waterkloof, Registrasieafdeling JR, Transvaal, bekend as Milnerstraat 430, Waterkloof.

Gesoneer vir spesiale woon - pypsteelerf.

Beskrywing: Woonhuis bestaande uit sitkamer, eetkamer, kombuis, TV-kamer, twee badkamer/toilets, drie slaapkamers, studeerkamer, ander, twee motorhuise, bediendekamer en badkamer/toilet.

Verbandhouer(s): NBS Bank, NBS-gebou, Pretoriusstraat 101, Pretoria.

Terme: Die verkoopvoorwaardes wat op die verkoping betrekking het, lê ter insae by die Balju, Landdroshof, Pretoria-Oos, Strubenstraat 142, Pretoria.

Die belangrikste voorwaardes daarin vervat is die volgende:

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

Gedateer te Pretoria op hede die 31ste dag van Julie 1995.

Dyason Ingelyf, Eiser se Prokureurs, Leopont, Kerkstraat-Oos 451, Pretoria. (Verw. mnr. Lourens/mev. Botha/VF0443.)

Saak 13489/95

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

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

Kragtens 'n uitspraak in die Hof van die Landdros, Pretoria en 'n lasbrief vir eksekusie gedateer 27 Maart 1995, sal die onderstaande eiendom op 31 Augustus 1995 om 10:00, te die kantoor van die Balju Pretoria-Wes, Kamer 603A, Sesde Verdieping, Olivettihuis, hoek van Schubart- en Pretoriusstraat, Pretoria, geregtelik verkoop word aan die hoogste bieër, naamlik:

Die eiendom wat verkoop word bestaan uit Erf 482, geleë in die dorpsgebied Kwaggasrand, Pretoria, Registrasieafdeling JR, Transvaal, bekend as Rodstraat 97, Kwaggasrand, Pretoria.

Gesoneer vir woonhuis.

Beskrywing: Woonhuis bestaande uit sitkamer, eetkamer, kombuis, twee toilette, twee badkamers, vyf slaapkamers, motorhuis en toilet/badkamer.

Verbandhouer(s): Geen.

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

Die belangrikste voorwaardes daarin vervat is die volgende:

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

Gedateer te Pretoria op hede die 31ste dag van Julie 1995.

Dyason Ingelyf, Eiser se Prokureurs, Leopont, Kerkstraat-Oos 451, Pretoria. (Verw. MJL/mev. Botha/VF0439.)

Saak 55250/94

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **Stadsraad van Pretoria,** Eksekusieskuldeiser, en **G. van Rooyen,** Eksekusieskuldenaar

Kragtens 'n uitspraak in die Hof van die Landdros, Pretoria en 'n lasbrief vir eksekusie gedateer 19 Oktober 1994, sal die onderstaande eiendom op 31 Augustus 1995 om 10:00, te die kantoor van die Balju Pretoria-Wes, Kamer 603A, Sesde Verdieping, Olivettihuis, hoek van Schubart- en Pretoriusstraat, Pretoria, geregtelik verkoop word aan die hoogste bieër, naamlik:

Die eiendom wat verkoop word bestaan uit Restant van Erf 1577, geleë in die dorpsgebied Capital Park, Pretoria, Registrasieafdeling JR, Transvaal, bekend as Malherbestraat 227, Capital Park, Pretoria.

Gesoneer vir woonhuis met buitegeboue.

Beskrywing: Woonhuis bestaande uit sitkamer, eetkamer, kombuis, TV-kamer, twee toilette, twee badkamers, vier slaapkamers, studeerkamer, sonkamer, motorhuis, motorafdak, bediendekamer en toilet/badkamer.

Verbandhouer(s): ABSA Bank, 20ste Verdieping, Volkskasgebou, Van der Waltstraat 230, Pretoria.

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

Die belangrikste voorwaardes daarin vervat is die volgende:

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

Gedateer te Pretoria op hede die 31ste dag van Julie 1995.

Dyason Ingelyf, Eiser se Prokureurs, Leopont, Kerkstraat-Oos 451, Pretoria. (Verw. MJL/mev. Botha/VF0434.)

Saak 14589/95

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **Stadsraad van Pretoria,** Eksekusieskuldeiser, en **Erf 415 Hatfield BK,** Eksekusieskuldenaar

Kragtens 'n uitspraak in die Hof van die Landdros, Pretoria en 'n lasbrief vir eksekusie gedateer 10 April 1995, sal die onderstaande eiendom op 30 Augustus 1995 om 10:00, te die kantoor van die Balju Pretoria-Oos, Strubenstraat 142, Pretoria, geregtelik verkoop word aan die hoogste bieër, naamlik:

Die eiendom wat verkoop word bestaan uit Gedeelte 1 van Erf 415, geleë in die dorpsgebied Hatfield, Registrasieafdeling JR, Transvaal, bekend as Parkstraat 1263, Hatfield.

Gesoneer vir woonhuis.

Beskrywing: Woonhuis bestaande uit sitkamer, eetkamer, kombuis, TV-kamer, toilet, badkamer, drie slaapkamers, studeerkamer, motorafdak, bediendekamer en badkamer/toilet.

Verbandhouer(s): NBS Bank, NBS-gebou, Pretoriusstraat 101, Pretoria.

Terme: Die verkoopvoorwaardes wat op die verkoping betrekking het, lê ter insae by die Balju, Landdroshof, Pretoria-Oos, Strubenstraat 142, Pretoria.

Die belangrikste voorwaardes daarin vervat is die volgende:

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

Gedateer te Pretoria op hede die 31ste dag van Julie 1995.

Dyason Ingelyf, Eiser se Prokureurs, Leopont, Kerkstraat-Oos 451, Pretoria. (Verw. mnr. Lourens/mev. Botha/VF0441.)

Saak 13448/95

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **Stadsraad van Pretoria,** Eksekusieskuldeiser, en **P. A. Lombard,** Eksekusieskuldenaar

Kragtens 'n uitspraak in die Hof van die Landdros, Pretoria en 'n lasbrief vir eksekusie gedateer 28 Maart 1995, sal die onderstaande eiendom op 31 Augustus 1995 om 10:00, te die kantoor van die Balju Pretoria-Wes, Kamer 603A, Sesde Verdieping, Olivettihuis, hoek van Schubart- en Pretoriusstraat, Pretoria, geregtelik verkoop word aan die hoogste bieër, naamlik:

Die eiendom wat verkoop word bestaan uit Restant van Erf 30, geleë in die dorpsgebied Daspoort, Registrasieafdeling JR, Transvaal, bekend as De Villiersstraat 961, Daspoort.

Gesoneer vir woonhuis.

Beskrywing: Woonhuis bestaande uit sitkamer, kombuis, twee toilette, twee badkamers, drie slaapkamers, motorhuis, bediendekamer en toilet/badkamer.

Verbandhouer(s): NBS Bank, NBS-gebou, Pretoriusstraat 101, Pretoria.

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

Die belangrikste voorwaardes daarin vervat is die volgende:

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

Gedateer te Pretoria op hede die 31ste dag van Julie 1995.

Dyason Ingelyf, Eiser se Prokureurs, Leopont, Kerkstraat-Oos 451, Pretoria. (Verw. MJL/mev. Botha/VF0455.)

Saak 11158/95

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **Saambou Bank Beperk,** Eiser, en **Dawid Schalk Deysel,** Eerste Verweerder, en **Yolanda Imelda Deysel,** Tweede Verweerderes

Kennis word hiermee gegee dat ingevolge 'n uitspraak van die Hooggeregshof van Suid-Afrika (Transvaalse Provinsiale Afdeling) in bogemelde saak op 7 Julie 1995 en ter uitvoering van 'n lasbrief tot uitwinning sal die Balju, Kempton Park, op 31 Augustus 1995 om 10:00, te Parkstraat 8, Kempton Park, verkoop:

Sekere Erf 582, Kempton Park-Wes-dorpsgebied, Registrasieafdeling IR, Transvaal, beter bekend as Handelstraat 84, Kempton Park-Wes, groot 677 (seshonderd sewe-en-sewentig) vierkante meter.

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

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

Gemelde eiendom sal verkoop word op die voorwaardes wat uitgelees sal word deur die Balju ten tye van die verkoping, welke voorwaardes nagegaan kan word by die kantore van die Balju te Parkstraat 8, Kempton Park.

Dyason, Prokureurs vir Eiser, Leopont, Kerkstraat-Oos 451, Pretoria. (Tel. 322-8600.) [Verw. T. du Plessis/AN (FF 0487).]

Saak 13509/95

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **Stadsraad van Pretoria,** Eksekusieskuldeiser, en **W. W. Goosen,** Eksekusieskuldenaar

Kragtens 'n uitspraak in die Hof van die Landdros, Pretoria, en 'n lasbrief vir eksekusie gedateer 12 April 1995, sal die onderstaande eiendom op 31 Augustus 1995 om 10:00, te die kantoor van die Balju, Pretoria-Wes, Kamer 603A, Sesde Verdieping, Olivettihuis, hoek van Schubart- en Pretoriusstraat, Pretoria, geregtelik verkoop word aan die hoogste bieër, naamlik:

Die eiendom wat verkoop word bestaan uit Gedeelte 1 van Erf 203, geleë in die dorpsgebied Mountain View, Pretoria, Registrasieafdeling JR, Transvaal, bekend as Irvinelaan 662, Mountain View, Pretoria.

Gesoneer vir woonhuis.

Beskrywing: Woonhuis bestaande uit sitkamer, eetkamer, kombuis, toilet, badkamer, studeerkamer, drie slaapkamers, motorafdak.

Woonstel: Kombuis, slaapkamer en badkamer/toilet.

Verbandhouer: Nedcorbank Beperk, Posbus 113, Pretoria.

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

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

Gedateer te Pretoria op hede die 31ste dag van Julie 1995.

Dyason, vir Dyason Ingelyf, Eiser se Prokureurs, Leopont, Kerkstraat-Oos 451, Pretoria. (Verw. MJL/mev. Botha/VF0440.)

Saak 8663/95

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **Saambou Bank Beperk,** Eiser, en **Marthinus Filippus Pretorius,** Eerste Verweerder, en **Johanna Magdalena Pretorius,** Tweede Verweerderes

Kennis word hiermee gegee dat ingevolge 'n uitspraak van die Hooggeregshof van Suid-Afrika (Transvaalse Provinsiale Afdeling) in bogemelde saak, op 1 Junie 1995, en ter uitvoering van 'n lasbrief tot uitwinning sal die Balju, Kempton Park, op 31 Augustus 1995 om 10:00, te Parkstraat 8, Kempton Park, verkoop:

1. Sekere Deel 65, soos getoon en meer volledig beskryf op Deelplan SS493/90, in die skema bekend as Omegawoonstelle, ten opsigte van die grond en gebou of geboue geleë te Erf 2846, Kempton Park-dorpsgebied, Plaaslike Bestuur, Stadsraad van Kempton Park, beter bekend as Omegahof 223, Longstraat, Kempton Park, groot 83 (drie-en-tagtig) vierkante meter.

2. 'n Uitsluitlike gebruiksgebied beskryf as Parkeerplek P7, groot 17 (sewentien) vierkante meter.

Die eiendom is verbeter en bestaan uit 'n woonstel bestaande uit sitkamer, kombuis, slaapkamer, badkamer, toilet en 'n motorafdak.

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

Gemelde eiendom sal verkoop word op die voorwaardes wat uitgelees sal word deur die Balju ten tye van die verkoping, welke voorwaardes nagegaan kan word by die kantore van die Balju te Parkstraat 8, Kempton Park.

Dyason, Prokureurs vir Eiser, Leopont, Kerkstraat-Oos 451, Pretoria. (Tel. 322-8600.) [Verw. T. du Plessis/AN (FF 0467).]

Saak 5727/93

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

In die saak tussen **Standard Bank van S. A. Beperk,** Eiser, en **mnr. Velapi Jacob Yende,** Verweerder

Ingevolge 'n uitspraak in die Hof van die Landdros van Pretoria, en die lasbrief vir eksekusie tot geregtelike verkoping gedateer 5 Julie 1995, word die ondergemelde goed op 15 September 1995 om 11:00, te die kantoor van die Balju, Wonderboom, Gedeelte 83, De Onderstepoort (net noord van Sasko Meule op die ou Warmbadpad), geregtelik verkoop aan die persoon wat die hoogste aanbod maak, naamlik:

Erf 15574, Mamelodi, Registrasieafdeling JR, Provinsie Gauteng, groot 260 (tweehonderd-en-sestig) vierkante meter, gehou kragtens Akte van Transport TL42712/1985.

Beskrywing: 'n Staandak met drie slaapkamers (gepleisterde vloer), badkamer gepleisterde vloer, aparte toilet, eetkamer geteëlde vloer, kombuis met geteëlde vloer, sitkamer met gepleisterde vloer en eiendom is omhein met steenmure.

Buitegeboue: Motorhuis, bediendekamer en toilet.

Geteken te Pretoria op hierdie 4de dag van Augustus 1995.

O. J. van der Schyff, vir Ehlers Ingelyf, Prokureur vir Eiser, Vierde Verdieping, R en J Gebou, Kerkstraat 421, Posbus 3248, Pretoria. (Verw. mev. Labuschagne/ST667.)

Saak 10112/95

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **Die Standard Bank van Suid-Afrika Beperk,** Eiser, en **Sello Alfred Phiri,** Eerste Verweerder, en **Dorothy Dipuo Phiri,** 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 Donderdag, 31 Augustus 1995 om 10:00, deur die Balju vir die Hooggeregshof, Pretoria-Noordwes, gehou by Olivettihuis 603, hoek van Schubart- en Pretoriusstraat, Pretoria, aan die hoogste bieder:

Erf 6389, Saulsville-dorpsgebied, Registrasieafdeling JR, Transvaal, groot 341 (driehonderd een-en-veertig) vierkante meter, gehou kragtens Sertifikaat van Reg van Huurpag TL65014/90, 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: Russel Lobisistraat 8, Saulsville.

Verbeteringe: Woonhuis met sitkamer, kombuis, drie slaapkamers en badkamer.

Reserweprys: Die eiendom word verkoop sonder reserwe.

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

Voorwaardes: Die volle voorwaardes van verkoping wat deur die Balju van die Hooggeregshof van Wonderboom, onmiddellik voor die verkoping uitgelees sal word, sal ter insae lê by die kantore van die Balju vir die Hooggeregshof, Pretoria-Noordwes, Olivettihuis 203, hoek van Schubart- en Pretoriusstraat, Pretoria.

Geteken te Pretoria op 31ste dag van Julie 1995.

F. M. Nel, vir Truter & Wessels, Prokureurs vir Eiser, Vyfde Verdieping, De Kleine Admiraal, Andriesstraat 76, Pretoria. (Verw. Nel/S1361/RE.)

Case 75942/94

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

In the matter between **NBS Bank Limited,** Plaintiff, and **Daniel Hendrik du Plessis,** Defendant

A sale in execution will be held on 30 August 1995 at 10:00, 142 Struben Street, Pretoria, of:

Erf 58, situated in the Township Newlands Extension 2, Pretoria, Registration Division JR, Transvaal, measuring 1 034 square metres, known as 130 Laurel Avenue, Newlands Extension 2, Pretoria.

The following improvements are reported to be on the property, but nothing is guaranteed: Single-storey dwelling, partly double, brick walls, fitted carpets, tiles, harvey tile roof, lounge, dining-room, kitchen, four bedrooms, two bathrooms, two showers, three w.c.'s, entrance hall, TV-room and two garages. *Upper floor:* Bedroom and billiards room. *Boundary:* Brick and concrete walls and gates and brick drive pavings.

The conditions of sale may be inspected at the office of the Sheriff, Pretoria East.

Solomon, Nicolson, Rein & Verster, Plaintiff's Attorneys. (Ref. Mr Stolp/RH/M.1192.)

Case 5495/91

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

In the matter between **NBS Bank Limited,** Plaintiff, and **Ernst Rex Venter,** Defendant

A sale in execution will be held on 1 September 1995 at 11:00, at Wonderboom, Portion 83, De Onderstepoort (just north of Sasko Mills, Old Warmbaths Road), Bon Accord, of:

Erf 559, situated in the Township of Doornpoort, Registration Division JR, Transvaal, measuring 1 120 square metres, known as 335 Raasblaar Road, Doornpoort.

The following improvements are reported to be on the property, but nothing is guaranteed: Single-storey dwelling, brick walls, tiled roof, fitted carpets, tiles, lounge, dining-room, kitchen, three bedrooms, two bathrooms, two showers, two w.c.'s, TV-room, scullary, open stoep, outside w.c., brick walls, screenwalls and court-yard and brick pavings.

The conditions of sale may be inspected at the office of the Sheriff, Pretoria, Wonderboom.

Solomon, Nicolson, Rein & Verster, Plaintiff's Attorney. (Ref. Mr Stolp/RH/M.9103.)

Saak 30007/95

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **ABSA Bank Beperk,** Eiser, en **Louisa Adriana Marthina Horn,** Verweerder

Kennis word hiermee gegee dat ingevolge 'n uitspraak van bogemelde Agbare Hof in bogemelde saak, op 6 Junie 1995 en ter uitvoering van 'n lasbrief vir eksekusie, sal die Balju, Pretoria-Wes, op 31 Augustus 1995 om 10:00, die ondervermelde eiendom in eksekusie verkoop te Olivettigebou 607, hoek van Schubart- en Pretoriusstraat, Pretoria, aan die hoogste bieër:

Die eiendom wat aldus te koop aangebied word, staan bekend as Ouwerstraat 603, Daspoort Estate, en word omskryf as Gedeelte 1 van Erf 55, Daspoort Estate, groot 991 vierkante meter, gehou kragtens Akte van Transport T4994/91.

Die eiendom bestaan na bewering, maar sonder waarborg, uit sitkamer, eetkamer, kombuis, drie slaapkamers, badkamer, toilet, matte en teëls, steenmure, bediendekamer, enkel garage and buitetoilet.

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

Gemelde eiendom sal verkoop word op die voorwaardes wat uitgelees sal word deur die Balju ten tye van die verkoping, welke voorwaardes nagegaan kan word by die kantore van die Balju, Pretoria-Wes, Olivetti Huis, hoek van Schubart- en Pretoriusstraat, Pretoria.

Geteken te Pretoria hierdie 2de dag van Augustus 1995.

R. F. Kruse, Couzyn Hertzog & Horak Ing., Praetor Forumgebou, Van der Waltstraat 269, Pretoria. (Tel. 322-8780.) (Verw. T. Horak/T2224.)

Case 14545/95
PH 196

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

In the matter between **NBS Bank Limited,** Plaintiff, and **Mazibuko, Christopher Sipho,** First Defendant, and **Mazibuko, Angile Elsie,** Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the office of De Klerk, Vermaak & Partners Inc., Overvaal Building, 28 Kruger Avenue, Vereeniging, on 31 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, Vereeniging, Overvaal Building, 28 Kruger Avenue, Vereeniging, prior to the sale:

Erf 6559, in the Township of Ennerdale Extension 8, Registration Division IQ, Province of Pretoria–Witwatersrand–Vereeniging, in extent 462 (four hundred and sixty-two) square metres, situated at 6559 Stalagmite Street, Ennerdale Extension 8.

The following improvements are reported to be on the property, but nothing is guaranteed: *Residence:* Single-storey dwelling, detached, built of bricks and painted plaster under tiled roof. *Floors:* Granolithic floor, comprising lounge, dining-room, kitchen, three bedrooms, two bathrooms and two w.c.'s. *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 31st 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/MN6828.)

N. C. H. Bouwman, Sheriff of the Supreme Court, Overvaal, 28 Kruger Avenue, Vereeniging. [Tel. (016) 21-3400.]

Case 13746/95
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 **Katsimberis, Georgios,** Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office, Germiston North, on 7 September 1995 at 10:00, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff, Germiston North, Fourth Floor, Standard Towers, President Street, Germiston, prior to the sale:

Certain Section 5, as shown and more fully described on Sectional Plan SS104/91, in the building or buildings known as The Oaks, situated at Bedford Gardens Township, Bedfordview Local Authority, of which the floor area, according to the said section plan is 100 (one hundred) square metres in extent;

and an undivided share in the common property in the land and building or buildings as shown and more fully described on the said sectional plan apportioned to the said section in accordance with the participation quota of the said section, being The Oaks 5, Field Close, Bedford Park, Bedfordview, measuring 100 (one hundred) square metres.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: A duplex flat comprising kitchen, lounge/dining-room, three bedrooms, bathroom and two separate toilets with outbuildings with similar construction comprising servant's 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 31st day of July 1995.

B. W. Webber, for Ramsay, Webber & Co., Plaintiff's Attorneys, Fifth Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/fp/K271.)

Saak 3320/89

IN DIE LANDDROSHOF VIR DIE DISTRIK NIGEL GEHOU TE NIGEL

In die saak tussen **Elan Portuguese Market,** Eiser, en **F. J. van der Bank,** handeldrywende as Prestige Panelbeaters, Verweerder

Geliewe kennis te neem dat ingevolge uitspraak van bogenoemde Agbare Hof gedateer 24 November 1989 en daaropvolgende lasbrief vir eksekusie, die hiernagemelde eiendom op 15 September 1995 om 09:00, te die Landdroskantore, Kerkstraat, Nigel, geregtelik verkoop sal word, naamlik:

Gedeelte 31, van die plaas Noycedale 191, Registrasieafdeling IR, Provinsie Pretoria–Witwatersrand–Vereeniging, groot 693 (seshonderd drie-en-negentig) vierkante meter.

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

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

Gedateer te Nigel op hede die 28ste dag van Julie 1995.

Brits Pretorius Kruger & Coetzer Inc., Tweede Laan 35, Nigel, 1490; Posbus 467, Nigel, 1490. [Tel. (011) 739-2445.] (Verw. GB/D623.)

Saak 11000/95

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Witwatersrandse Plaaslike Afdeling)

Saambou Bank Beperk *versus* **W. J. en S. M. Herrmann**

Kragtens 'n hofbevel toegestaan in die Hooggeregshof van Suid-Afrika (Witwatersrandse Plaaslike Afdeling) op 5 Julie 1995, sal die volgende eiendom op 28 Augustus 1995 om 10:00, deur die Balju, Derde Verdieping, Unitedgebou, Presidentstraat 177, Germiston, per publieke veiling verkoop word:

Erf 410, Elsburg-dorpsgebied, Registrasieafdeling IR, Gauteng, geleë te Fouriestraat 36, Elsburg, met alle verbeteringe daarop, synde drie slaapkamers, sitkamer, kombuis, badkamer, twee motorhuise, eetkamer, aparte toilet, bediendekamer en toilet en sinkdak.

Terme: 10% (tien persent) van die koopprys in kontant as 'n deposito op die dag van die verkoping en die balans by registrasie van transport, waarvoor bank- en/of bougenootskapwaarborge gelewer moet word binne 14 (veertien) dae vanaf datum van verkoop.

Datum: 3 Augustus 1995.

Coetsee Hayes Ing., Carolinestraat 76, Brixton. (Tel. 837-7915.)

Case 10511/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **FSA Distribution (Pty) Ltd,** Plaintiff, and **Rampershad, Sudesh,** First Defendant, and **Rampershad, Surendra,** Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of Sheriff, Nigel, at the Magistrate's Court, Kerk Street, Nigel, on Friday, 1 September 1995 at 09:00, of the undermentioned property of the First Defendant on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff, prior to the sale:

Certain Erf 308, MacKenzieville Extension 1 Township, Registration Division IR, Transvaal, situation 35 Bengall Street, MacKenzieville, Nigel, area 600 (six hundred) square metres.

Improvements (not guaranteed): Kitchen, dining-room, lounge, three bedrooms and bathroom.

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

Auctioneer's charges are payable and calculated at 5% (five per cent) on the proceeds of the sale up to a price of R20 000 and thereafter 3% (three per cent) to a maximum fee of R6 000 and a minimum of R200.

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

Maisels Smit & Lowndes, Attorneys for Plaintiff, Second Floor, Nedbank Park, 13 Girton Road, Parktown, Johannesburg. (Tel. 484-1777.) (Ref. F1843/DA/tf.)

Case 23960/94
PH 630

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (Allied Bank Division) formerly known as Allied Bank Limited, Plaintiff, and **Koter, Hans Jochen,** Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at 131 Marshall Street, Johannesburg, on Thursday, 31 August 1995 at 10:00, of the undermentioned immovable property of the Defendant on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection, prior to the sale, the office of the Sheriff for the Supreme Court, Johannesburg North, at 131 Marshall Street, Johannesburg:

Lot 556, Craighall Park Township, Registration Division IQ, Transvaal, measuring 1 983 (one thousand nine hundred and eighty-three) square metres, held by the Defendant under Deed of Transfer T41863/87, being 32 Buckingham, Craighall Park, Johannesburg.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The dwelling consists of two bedrooms, bathroom/toilet/shower, study, kitchen, family room, separate w.c., two garages, two bedroomed cottage, laundry and store room.

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

The purchaser shall, on the day of the sale, pay 5% (five per centum) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per centum) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg this the 19th day of July 1995.

Danie Erasmus, Jay & Partners, Plaintiff's Attorneys, Level Six, Sunnyside Ridge, Sunnyside Drive, entrance at intersection of Carse O'Gowrie and Princess of Wales Roads, Parktown, P.O. Box 87160, Houghton 2041, PH 630/DX 589, Johannesburg. [Tel. (011) 484-2828.] [Fax. (011) 484-7548.] (Ref. Z01163/Mr Georgiades/le.)

Case 5900/95
PH 630

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (United Bank Division), formerly known as United Bank Limited, Plaintiff, and **Down, Patrick Alexander Lynex,** Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at 131 Marshall Street, Johannesburg, on Thursday, 31 August 1995 at 10:00, of the undermentioned immovable property of the Defendant on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection, prior to the sale, the office of the Sheriff for the Supreme Court, Johannesburg West, at Second Floor, 32 Von Brandis Street, Johannesburg:

Special Residential, Erf 1445 in the Township of Bosmont, District of Johannesburg, measuring 10 000 (ten thousand square feet) held by the Defendant under Certificate of Consolidated Title F14814/1965, being 25 Maraisburg Road, Johannesburg.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The dwelling consists of four bedrooms, lounge, dining-room, family room, study, kitchen, two bathrooms, maidsroom, two garages and bathroom/w.c.

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

The purchaser shall, on the day of the sale, pay 5% (five per centum) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per centum) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

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

Danie Erasmus, Jay & Partners, Plaintiff's Attorneys, Level Six, Sunnyside Ridge, Sunnyside Drive, entrance at intersection of Carse O'Gowrie & Princess of Wales Roads, Parktown; P.O. Box 87160, Houghton, 2041, PH 630/DX589, Johannesburg. [Tel. (011) 484-2828.] [Fax. (011) 484-7548.] (Ref. 101825/Mr Georgiades/le.)

Case 6442/95
PH 630

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (United Bank Division) formerly known as United Bank Limited, Plaintiff, and **Bothma, Hendrik Jacobus,** First Defendant, and **Bothma, Marthinus Johannes,** Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at 131 Marshall Street, Johannesburg, on Thursday, 31 August 1995 at 10:00, of the undermentioned immovable property of the Defendant on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection, prior to the sale, the office of the Sheriff for the Supreme Court, Johannesburg North, at 131 Marshall Street, Johannesburg:

Portion 1 of Erf 100, Westdene Township, Registration Division IR, Transvaal, measuring 496 (four hundred and ninety-six) square metres, held by the Defendants under Deed of Transfer T8882/1994, being 9A Second Avenue, Westdene, Johannesburg.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The dwelling consists of entrance hall, lounge, dining-room, three bedrooms, bathroom/w.c., kitchen, garage, servants room and w.c.

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

The purchaser shall, on the day of the sale, pay 5% (five per centum) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per centum) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

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

Danie Erasmus, Jay & Partners, Plaintiff's Attorneys, Level Six, Sunnyside Ridge, Sunnyside Drive, entrance at intersection of Carse O'Gowrie & Princess of Wales Roads, Parktown; P.O. Box 87160, Houghton, 2041, PH630/DX589, Johannesburg. [Tel. (011) 484-2828.] [Fax. (011) 484-7548.] (Ref. 101924/Mr Georgiades/le.)

Case 14047/90

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

In the matter between **Lambton Investments CC,** Plaintiff, and **Manuel Coetzee,** Defendant

On 8 September 1995 at 10:00, a public auction sale will be held at the Johannesburg Courthouse, Fox Street entrance, Johannesburg, 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 1138, Eldorado Park Township, Registration Division IQ, Transvaal, measuring 278 (two hundred and seventy-eight) square metres, also known as 80 Goud Street, Eldorado Park.

Improvements reported (which are not warranted to be correct and are not guaranteed): Lounge, two bedrooms, bathroom and kitchen (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 Nedperm Bank Limited, 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 centum) of the purchase price or R500 (five hundred rand) 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, 100 Sheffield Street, Turffontein, Johannesburg.

Dated at Germiston on this the 21st day of July 1995.

Stupel & Berman, Plaintiff's Attorneys, 70 Lambert Street, Germiston. (Ref. Mr Berman/CA.)

Case 4272/95
PH 528

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **NBS Bank Limited,** Plaintiff, and **Möller, Petrus Gerhardus,** First Defendant, and **Möller, Francisca Hendrina,** Second Defendant

In execution of a judgment of the Surpeme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of the Sheriff for Boksburg, at 182 Leeuwpoort Street, Boksburg, on Friday, 25 August 1995 at 11:00, of the undermentioned property of the Defendant on conditions to be read by the Sheriff at the time of the sale and which may be inspected at the office of the Sheriff of the Supreme Court prior to the sale:

Certain Erf 955, Dawn Park Township, Registration Division IR, Province of Gauteng, measuring 825 (eight hundred and twenty-five) square metres, held under Deed of Transfer T44690/1989, situated at 4 Rietbok Road, Dawn Park, Boksburg.

Zoning: Residential.

Improvements:

A dwelling consisting of three bedrooms, kitchen, lounge, dining-room, one and a half bathroom (shower and two toilets). *Floor covering:* Carpets and vinyl. *Walls:* Semi-face brick. *Roof:* Tile. *Boundaries:* Fenced. (Which are not warranted or guaranteed.)

The material conditions of sale are:

1. The property shall be sold to the highest bidder without reserve.

2. The purchase shall, on the day of the sale, pay auctioneer's charges on the proceeds of the sale and in addition, when requested thereto by the judgment creditor's attorney/s costs of transfer, being transfer duty, fees and stamps as also arrear rates and taxes and other charges necessary to effect transfer. All the above-mentioned amounts shall be payable by the purchaser as a liability over and above the purchase price.

3. The purchaser shall pay a deposit of 10% (ten percentum) of the purchase in cash on the day of the sale. The balance together with interest calculated on the purchase price at the rate of 17,25% (seventeen comma two five per cent) per annum, from the date of sale to the date of registration of transfer, to be secured by a bank and/or building society or other acceptable guarantee to be approved by the judgment creditor's attorney, to be furnished to the Sheriff, within 14 (fourteen) days of date of sale, subject to the further provision that should the judgment creditor or any other bondholder be entitled to a higher rate of interest, then that rate of interest shall be applicable.

Conditions of sale:

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

Dated at Alberton on this the 24th day of July 1995.

J. L. Badenhorst, Plaintiff's Attorney, 32 Prins Albert Street, Brackenhurst, Alberton; P.O. Box 1662, Alberton, 1450. (Tel. 867-4020.) (Fax. 867-5562.) (Ref. Mr Badenhorst/rl/LN520.)

Case 10112/95
PH 630

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (Allied Bank Division), formerly known as **Allied Bank Limited,** Plaintiff, and **Mitchell, Arthur Haig,** First Defendant, and **Mitchell, Maria Elizabeth,** Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the offices of the Sheriff for the Supreme Court, Kempton Park South, at 8 Park Street, Kempton Park, on Thursday, 31 August 1995 at 10:00, of the undermentioned immovable property of the Defendants on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Kempton Park South, at 8 Park Street, Kempton Park.

Erf 1983, Birch Acres Extension 6 Township, Registration Division IR, Transvaal, measuring 1 054 m^2, held by the Defendants under Deed of Transfer T7823/94, being 41 Geranium Street, Birch Acres Extension 6, Kempton Park.

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

The dwelling consists of lounge, dining-room, family room, three bedrooms, two bathrooms/w.c., two separate w.c's. and kitchen.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

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

Danie Erasmus, Jay & Partners, Plaintiff's Attorneys, Level Six Sunnyside Ridge, Sunnyside Drive (entrance at intersection of Carse O'Gowrie and Princess of Wales Road), Parktown, P.O. Box 87160, Houghton, 2041. (DX 589 Jhb.) [Tel. (011) 484-2828.] [Fax. (011) 484-7548.] (Ref. 101801/Mr Georgiades/le.)

Case 18095/94
PH 528

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **NBS Bank Limited,** Plaintiff, and **Pieters, Frederik Johannes,** First Defendant, and **Henning, Yvonne,** 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 for Boksburg, at 182 Leeuwpoort Street, Boksburg, on Friday, 25 August 1995 at 10:00, of the undermentioned property of the Defendant on conditions to be read by the Sheriff at the time of the sale and which may be inspected at the office of the Sheriff of the Supreme Court prior to the sale:

Certain Erf 2003, Sunward Park Extension 4 Township, Registration Division IR, Province of Gauteng, held under 1 116 (one thousand one hundred and sixteen) square metres, situated at 54 Bertlacey Drive, Sunward Park, Boksburg.

Zoning: Residential.

Improvements: A dwelling consisting of three bedrooms, bathroom, lounge, kitchen/dining-room combined (open plan) and garage. Outbuildings attached to house. *Roof:* Tile. *Walls:* Plaster and paint. *Boundaries:* Fenced. (Which are not warranted or guaranteed.)

The material conditions of sale are:

1. The property shall be sold to the highest bidder without reserve.

2. The purchaser shall, on the day of the sale, pay auctioneer's charges on the proceeds of the sale and in addition, when requested thereto by the judgment creditor's attorney/s costs of transfer, being transfer duty, fees and stamps as also arrear rates and taxes and other charges necessary to effect transfer. All the above-mentioned amounts shall be payable by the purchaser as liability over and above the purchase price.

3. The purchaser shall pay a deposit of 10% (ten per centum) of the purchase in cash on the day of the sale. The balance together with interest calculated on the purchase price at the rate of 15,25% (fifteen comma two five per cent) per annum, from the date of sale to the date of registration of transfer, to be secured by a bank and/or building society or other acceptable guarantee to be approved by the judgment creditor's attorney, to be furnished to the Sheriff, within 14 (fourteen) days of date of sale, subject to the further provision that should the judgment creditor or any other bondholder be entitled to a higher rate of interest, then that rate of interest shall be applicable.

Conditions of sale:

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

Dated at Alberton on this the 24th day of July 1995.

J. L. Badenhorst, Plaintiff's Attorney, 32 Prins Albert Street, Brackenhurst, Alberton; P.O. Box 1662, Alberton, 1450. (Tel. 867-4020.) (Fax. 867-5562.) (Ref. Mr Badenhorst/rl/LN518.)

Case 112588/94

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

In the matter between **Body Corporate San Michelle,** Plaintiff, and **Ramaphoko Solomon,** First Defendant, and **Ramaphoko Letty Malekgala,** Second Defendant

On 25 August 1995 at 10:00, a public auction sale will be held in front of the entrance to the Magistrate's Court, Fox Street, Johannesburg, at which the Sheriff of the Court shall, pursuant to a judgment of the Court in this action, warrant of execution issued in terms thereof and attachment in execution made thereunder, sell:

Certain Section 38, San Michelle, situated at Johannesburg Township, Local Authority Johannesburg, also known as 83 San Michelle, 25 Ockerse Street, Hillbrow, Johannesburg, measuring 80 (eighty) square metres.

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

Simplex under concrete tile roof consisting of bedroom, enclosed balcony, lounge and dining-room combined, bathroom, toilet and kitchen.

Material conditions of sale are:

1. The sale shall, in all respects, be governed by the Magistrates' Courts Act, 1944, and the rules made thereunder or any amendment thereof or substitution therefor and subject thereto, the property will be sold voetstoots to the highest bidder without reserve.

2. The price shall bear interest at the rate of 20,25% (twenty comma two five per cent) per annum or if the claim of City of Johannesburg Pension Fund exceeds the price, interest amounting to the same as interest at that rate on that claim subject to such interest not exceeding the maximum allowed by law.

3. The purchaser shall be obliged to pay a deposit of 10% (ten per centum) of the price immediately after the sale and the balance of the price and interest shall, within 14 (fourteen) days of the date of the sale be paid or being secured by unconditional or approved bank and/or building society guarantee/s payable to the Sheriff of the court and/or such other person/s as he requires on transfer of the property to the purchaser.

4. The purchaser shall be liable for and shall pay to the Plaintiff's Conveyancers on request the fees of the Sheriff of the Court acting as auctioneer and all amounts necessary to obtain transfer of the property, including stamp duty, other costs of transfer and all such rates and taxes and other amounts as are payable to obtain a certificate in terms of section 50 of the Local Government Ordinance (Transvaal), 1939, or any amendment thereto or substitution therefor.

5. Possession and occupation of the property shall, subject to the rights of any existing tenant/s pass to the purchaser upon the sale being effected from which date all benefits, risks and liabilities shall pass to the purchaser.

The conditions of sale may be inspected at the office of the Sheriff of the Court, Johannesburg Central, 131 Marshall Street, Johannesburg.

Dated at Johannesburg this 6th day of July 1995.

Mervyn J. Smith, Plaintiff's Attorney, Ground Floor, Law Chambers, 14 Nugget Street (off Anderson Street), City and Suburban, Johannesburg; P.O. Box 9890, Johannesburg. (Tel. 331-2934.) (Ref. S.244/R. Rothquel.)

Case 112562/94

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

In the matter between **Body Corporate Balaton Court,** Plaintiff, and **Ndlela, Gladwin,** First Defendant, and **Ndlela, Minah Moshibidu,** Second Defendant

On 25 August 1995 at 10:00, a public auction sale will be held in front of the entrance to the Magistrate's Court, Fox Street, Johannesburg, at which the Sheriff of the Court, shall pursuant to a judgment of the Court in this action, warrant of execution issued in terms thereof and attachment in execution made thereunder, sell:

Certain Section 10, Balaton Court, situated at Johannesburg Township, Local Authority Johannesburg, also known as 202 Balaton Court, 19 Pietersen Street, Hillbrow, Johannesburg, measuring 69 (sixty-nine) square metres.

Improvements (which are not warranted to be correct and are not guaranteed): Simplex under concrete tile roof consisting of bedroom, lounge and dining-room combined, bathroom and toilet combined, kitchen and balcony.

Material conditions of sale are:

1. The sale shall, in all respect, be governed by the Magistrates' Courts Act, 1944, and the rules made thereunder or any amendment thereof or substitution therefor and subject thereto, the property will be sold voetstoots to the highest bidder without reserve.

2. The price shall bear interest at the rate of 20,25% (twenty comma two five per cent) per annum, or if the claim of ABSA Bank Limited, exceeds the price, interest amounting to the same as interest at that rate on that claim subject to such interest not exceeding the maximum allowed by law.

3. The purchaser shall be obliged to pay a deposit of 10% (ten per centum) of the price immediately after the sale and the balance of the price and interest shall, within 14 (fourteen) days of the date of the sale be paid or be secured by unconditional or approved bank and/or building society guarantee/s payable to the Sheriff of the Court and/or such other person/s as he requires on transfer of the property to the purchaser.

4. The purchaser shall be liable for and shall pay to the Plaintiff's conveyancers on request the fees of the Sheriff of the Court acting as auctioneer and all amounts necessary to obtain transfer of the property, including stamp duty, other costs of transfer and all such rates and taxes and other amounts as are payable to obtain a certificate in terms of section 50 of the Local Government Ordinance (Transvaal, 1939), or any amendment thereto or substitution therefor.

5. Possession and occupation of the property shall, subject to the rights of any existing tenant/s pass to the purchaser upon the sale being effected from which date all benefits, risks and liabilities shall pass to the purchaser.

The conditions of sale may be inspected at the office of the Sheriff of the Court, Johannesburg Central, 131 Marshall Street, Johannesburg.

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

Mevyn J. Smith, Plaintiff's Attorneys, Ground Floor, Law Chambers, 14 Nugget Street (off Anderson Street), City and Suburban, P.O. Box 9890, Johannesburg. (Tel. 331-2934.) (Ref. C.5883/R Rothquel.)

Case 013717/95

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

In the matter between **Body Corporate Enfield Court,** Plaintiff, and **Mhlanga, K. S.,** Defendant

On 25 August 1995 at 10:00, a public auction sale will be held in front of the entrance to the Magistrate's Court, Fox Street, Johannesburg, at which the Sheriff of the Court, shall pursuant to a judgment of the Court in this action, warrant of execution issued in terms thereof and attachment in execution made thereunder, sell:

Certain Section 48, Enfield Court, situated at Johannesburg Township, Local Authority Johannesburg, also known as 604 Enfield Court, Kapteijn Street, Hillbrow, Johannesburg, measuring 59 (fifty-nine) square metres.

Improvements (which are not warranted to be correct and are not guaranteed): Simplex under concrete tile roof consisting of bedroom, open plan kitchen and lounge, bathroom and toilet combined and balcony.

Material conditions of sale are:

1. The sale shall, in all respect, be governed by the Magistrates' Courts Act, 1944, and the rules made thereunder or any amendment thereof or substitution therefor and subject thereto, the property will be sold voetstoots to the highest bidder without reserve.

2. The price shall bear interest at the rate of 20,25% (twenty comma two five per cent) per annum, or if the claim of Nedcor Bank Limited, exceeds the price, interest amounting to the same as interest at that rate on that claim subject to such interest not exceeding the maximum allowed by law.

3. The purchaser shall be obliged to pay a deposit of 10% (ten per centum) of the price immediately after the sale and the balance of the price and interest shall, within 14 (fourteen) days of the date of the sale be paid or be secured by unconditional or approved bank and/or building society guarantee/s payable to the Sheriff of the Court and/or such other person/s as he requires on transfer of the property to the purchaser.

4. The purchaser shall be liable for and shall pay to the Plaintiff's conveyancers on request the fees of the Sheriff of the Court acting as auctioneer and all amounts necessary to obtain transfer of the property, including stamp duty, other costs of transfer and all such rates and taxes and other amounts as are payable to obtain a certificate in terms of section 50 of the Local Government Ordinance (Transvaal, 1939), or any amendment thereto or substitution therefor.

Possession and occupation of the property shall, subject to the rights of any existing tenant/s pass to the purchaser upon the sale being effected from which date all benefits, risks and liabilities shall pass to the purchaser.

The conditions of sale may be inspected at the office of the Sheriff of the Court, Johannesburg Central, 131 Marshall Street, Johannesburg.

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

Mevyn J. Smith, Plaintiff's Attorneys, Ground Floor, Law Chambers, 14 Nugget Street (off Anderson Street), City and Suburban, P.O. Box 9890, Johannesburg. (Tel. 331-2934.) (Ref. Z.186/R Rothquel.)

Case 11207/95

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

In the matter between **First National Bank of Southern Africa Limited,** Plaintiff, and **Hope, Julie Ann,** 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 Sandton, Ground Floor, Fluor House, 100 Grayston Drive, Sandown, on Friday, 1 September 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 632, Douglasdale Extension 31 Township, Registration Division IQ, Transvaal, area 1 153 square metres, situated at 29 Harrier Crescent, Douglasdale Extension 31, Sandton.

Improvements (not guaranteeed): Brick dwelling under concrete roof consisting of seven rooms, kitchen, scullery, two bathrooms, two toilets, floor coverings ceramic tiles and carpeting, alarm system, patio, double garage, staff quarters, toilet/ bathroom and brick 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 3% (three per cent) to a maximum fee of R6 000, and a minimum of R200.

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

Dykes, Daly, Plaintiff's Attorneys, Sixth Floor, 66 Smal Street, Johannesburg. (Tel. 781-0810.) (Ref. Mr P. le Mottee/ijFN3171.)

Case 006570/95

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

In the matter between **Body Corporate San Michelle,** Plaintiff, and **Thobakgale M. C.,** Defendant

On 25 August 1995 at 10:00, a public auction sale will be held in front of the entrance to the Magistrate's Court, Fox Street, Johannesburg, at which the Sheriff of the Court, shall pursuant to a judgment of the Court in this action, warrant of execution issued in terms thereof and attachment in execution made thereunder, sell:

Certain Section 32, San Michelle, situated at Johannesburg Township, Local Authority Johannesburg, also known as 72 San Michelle, 25 Ockerse Street, Hillbrow, Johannesburg, measuring 75 (seventy-five) square metres.

Improvements (which are not warranted to be correct and are not guaranteed): Simplex under concrete tile roof consisting of bedroom, enclosed balcony, kitchen, bathroom, toilet and lounge and dining-room combined.

Material conditions of sale are:

1. The sale shall, in all respect, be governed by the Magistrates' Courst Act, 1944, and the rules made thereunder or any amendment thereof or substitution therefor and subject thereto, the property will be sold voetstoots to the highest bidder without reserve.

2. The price shall bear interest at the rate of 20,25% (twenty comma two five per cent) per annum, or if the claim of Nedcor Bank Limited, exceeds the price, interest amounting to the same as interest at that rate on that claim subject to such interest not exceeding the maximum allowed by law.

3. The purchaser shall be obliged to pay a deposit of 10% (ten per centum) of the price immediately after the sale and the balance of the price and interest shall, within 14 (fourteen) days of the date of the sale be paid or be secured by unconditional or approved bank and/or building society guarantee/s payable to the Sheriff of the Court and/or such other person/s as he requires on transfer of the property to the purchaser.

4. The purchaser shall be liable for and shall pay to the Plaintiff's conveyancers on request the fees of the Sheriff of the Court acting as auctioneer and all amounts necessary to obtain transfer of the property, including stamp duty, other costs of transfer and all such rates and taxes and other amounts as are payable to obtain a certificate in terms of section 50 of the Local Government Ordinance (Transvaal), 1939, or any amendment thereto or substitution therefor.

Possession and occupation of the property shall, subject to the rights of any existing tenant/s pass to the purchaser upon the sale being effected from which date all benefits, risks and liabilities shall pass to the purchaser.

The conditions of sale may be inspected at the office of the Sheriff of the Court, Johannesburg Central, 131 Marshall Street, Johannesburg.

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

Mervyn J. Smith, Plaintiff's Attorneys, Ground Floor, Law Chambers, 14 Nugget Street (off Anderson Street), City and Suburban, P.O. Box 9890, Johannesburg. (Tel. 331-2934.) (Ref. S-9410/R Rothquel.)

Case 10035/94
PH 2

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **NBS Bank Limited,** Plaintiff, and **Gonen, David,** Plaintiff, 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 31 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 lounge, dining-room, study, kitchen, three bedrooms, bathroom, shower, two toilets, garage, servants' quarters, toilet and shower and car-port, 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 Randburg this 1st day of August 1995.

Bezuidenhout Van Zyl Inc., Third Floor, Surrey Place, 295 Surrey Avenue, Randburg. (Tel. 789-3050.) (Ref. Mr Fourie/sc.) C/o Van der Westhuizen Crouse & Venter, Ninth Floor, North State Building, corner of Market and Kruis Streets, Johannesburg.

Saak 786/95

IN DIE LANDDRHOSHOF VIR DIE DISTRIK ALBERTON GEHOU TE ALBERTON

In die saak tussen **ABSA Bank Beperk** (handeldrywende as Trustbank), Eksekusieskuldeiser, en **Pieter Jacoba Jardine,** Eksekusieskuldenaar

In pursuance of a judgment in the above Honourable Court and a warrant of execution dated 23 June 1995, the following property will be sold in execution by the Sheriff, Alberton, on Wednesday, 30 August 1995 at 10:00, and from the premises of the said Sheriff, being Johria Court, 4 Du Plessis Road, Alberton, namely:

Erf 343, Raceview, Registration Division IR, Transvaal, measuring 997 (nine hundred and ninety-seven) square metres, held under Deed of Transfer T43304/1994, and also known as 65 Collet Street, Raceview, Alberton.

Material conditions of sale:

1. The property shall be sold with a reserve price of R151 463,34 plus interest thereon at 19,25% from 12 January 1995, to date of final payment and to the highest bidder and shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder, the conditions of the title deed in so far as these are applicable and further subject to the conditions of sale which are referred to in Paragraph 4 hereof.

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

Main building: Dwelling with tile roof, consisting lounge, dining-room, kitchen with scullery, three bedrooms, bathroom and separate toilet.

Outbuildings: Garage.

Sundries: Four pre-cast walls.

3. 10% (ten per cent) of the purchase price and auctioneer's charges in cash or by way of bank-guaranteed cheque on the day of the sale, and the balance plus interest at 19,25% (nineteen comma two five per cent) per annum payable against registration of transfer, to be secured by a bank or building society or other acceptable guarantee to be furnished to the Sheriff of the Court, within 21 days of date of sale.

4. The full conditions of sale may be inspected at the offices of the Sheriff of the Magistrate's Court, Alberton, at Johria Court, 4 Du Plessis Road, Alberton. [Tel. (011) 869-7138/9.]

Dated at Alberton on the 6th day of July 1995.

J. F. van Deventer, for Steenkamp, Theart & Mey, Execution Creditor's Attorneys, Druthton Centre, First Floor, 48 Voortrekker Road, Alberton. (Ref. A200 341/FVD/MS.)

Case 12514/94
PH 267

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (United Bank Division), formerly known as United Bank Limited and prior to that United Building Society Limited and previously United Building Society, Plaintiff, and **Russell, Douglas Roger Charles,** First Defendant, and **Russell, Martha Petrusina Maria,** Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court at the main entrance of the Magistrate's Court, General Hertzog Street, Vanderbijlpark, on Friday, 1 September 1995 at 10:00, of the undermentioned immovable property of the Defendants on the conditions which will lie for inspection, prior to the sale, at the main entrance hall of the Magistrate's Court, General Hertzog Street, Vanderbijlpark:

Erf 173, Vanderbijlpark CW5 Township, Registration Division IQ, Transvaal, measuring 725 m^2, held by the Defendants under Deed of Transfer T15907/1992, being 22 Halwagh Street, Vanderbijlpark CW5.

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

The dwelling consists of lounge, dining-room, three bedrooms, bathroom/toilet, kitchen, garage, servant's room and shower/toilet.

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

The purchaser shall, on the day of the sale, pay 5% (five per centum) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per centum) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg this 20th day of July 1995.

Routledges Incorporated, Plaintiff's Attorneys, First Floor, Colosseum, 41 Kruis Street, Johannesburg. (Tel. 331-0511.) (Ref. ZA3800/WRFCLS/Mr Brewer/djl.)

Case 22683/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Moleko Sello Ephraim Moloantoa,** deceased, and **Sello Andrew Moloantoa N.O.,** 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 in front of the Magistrate's Court, 72 Van Zyl Smit Street, Oberholzer, on Friday, 1 September 1995 at 10:00, of the undermentioned immovable property of the Defendant on the conditions which will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Oberholzer, at First Floor, Montalto Building, Palladium Street, Carletonville:

Erf 573, Welverdiend Township, Registration Division IQ, Transvaal, measuring 991 m^2, held by the Defendant under Deed of Transfer T81019/1992, being 77 10th Avenue, Welverdiend.

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

The dwelling consists of lounge, dining-room, three bedrooms, bathroom/toilet and kitchen.

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

The purchaser shall, on the day of the sale, pay 5% (five per centum) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per centum) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg this 20th day of July 1995.

Routledges Incorporated, Plaintiff's Attorneys, First Floor, Colosseum, 41 Kruis Street, Johannesburg. (Tel. 331-0511.) (Ref. ZA1106/WRFCLS/Mr Brewer/djl.)

Case 2904/95
PH 267

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (United Bank Division), formerly known as United Bank Limited and prior to that United Building Society Limited and previously United Building Society, Plaintiff, and **Roodt, Willem Phillipus,** First Defendant, and **Roodt, Hester Dorethea,** Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court, at 22B Ockerse Street, Krugersdorp, on Wednesday, 30 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, Krugersdorp, at 22B Ockerse Street, Krugersdorp:

Portion 4, of Erf 61, Krugersdorp Township, Registration Division IQ, Transvaal, measuring 684 m^2, held by the Defendants under Deed of Transfer T31827/1992, being 18 Kingdon Street, Krugersdorp North.

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

The dwelling consists of entrance hall, lounge, dining-room, family room, three bedrooms, bathroom/toilet, kitchen, garage, toilet, car-port and swimming-pool.

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

The purchaser shall, on the day of the sale, pay 5% (five per centum) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per centum) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg this 20th day of July 1995.

Routledges Incorporated, Plaintiff's Attorneys, First Floor, Colosseum, 41 Kruis Street, Johannesburg. (Tel. 331-0511.) (Ref. ZA2543/WRFCLS/Mr Brewer/djl.)

Case 5690/95
PH 2

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **NBS Bank Limited,** Defendant, and **Collier, David John,** First Defendant, and **Collier, Dawn Sheree,** Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above action, a sale as a unit without a reserve price will be held at the office of the Sheriff, Randburg, 9 Elna Randhof, corner of Selkirk and Blairgowrie Avenues, Blairgowrie, on 5 September 1995 at 10:00, of the undermentioned property of the Defendants on the conditions to be read by the auctioneer at the time of the sale, which conditions will lie for inspection prior to the sale at the offices of the Sheriff, Randburg, 9 Elna Randhof, corner of Selkirk and Blairgowrie Avenues, Blairgowrie:

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

Single-storey dwelling-house under tiled roof consisting of lounge, dining-room, study, kitchen, three bedrooms, two bathrooms, two toilets, servant's room and toilet.

Being Portion 99, of Erf 226, Johannesburg North, situated at 150 Market Street, Johannesburg North, measuring 1 321 square metres, Registration Division IQ, Transvaal, held by the Defendants under Title Deed T83711/94.

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

Auctioneer's charges, payable on the day of the 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 charge R200 (two hundred rand).

Dated at Randburg this 31st day of July 1995.

Bezuidenhout van Zyl Inc., Third Floor, Surrey Place, 295 Surrey Avenue, Randburg. (Tel. 789-3050.) (Ref. Mr Fourie/sc.); C/o Van der Westhuizen Crouse & Venter, Ninth Floor, North State Building, corner of Market and Kruis Streets, Johannesburg.

Case 05390/95
PH 267

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Allison, Denise Ellen,** Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court, at the office of De Klerk Vermaak & Partners, Overvaal, 28 Kruger Street, Vereeniging, on Thursday, 31 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 office of De Klerk Vermaak & Partners, Overvaal, 28 Kruger Street, Vereeniging:

Erf 5024, Ennerdale Extension 14 Township, Registration Division IR, Transvaal, measuring 531 m^2, held by the Defendant under Deed of Transfer T44731/93, being 9 Nepheline Crescent, Ennerdale Extension 14.

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

The purchaser shall, on the day of the sale, pay 5% (five per centum) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per centum) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg this 14th day of July 1995.

Routledges Incorporated, Plaintiff's Attorneys, First Floor, Colosseum, 41 Kruis Street, Johannesburg. (Tel. 331-0511.) (Ref. ZA2929/JHBFCLS/Mr McCallum/cvdn.)

Case 4128/93
PH 267

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Trust Mortgage Nominees (Pty) Limited,** Plaintiff, and **Werjoe Investments (Pty) Limited,** First Defendant, **Daletan CC,** Second Defendant, **Rosenthal, Samuel Solly,** Third Defendant, and **McLuckie, Anthony James,** Fourth Defendant

In execution of 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, 31 August 1995 at 10:00, of the undermentioned immovable property of the Third Defendant on the conditions which will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Johannesburg North, at 131 Marshall Street, Johannesburg:

The undivided half-share in Sections 15 and 65, as shown and more fully described on Sectional Plan SS226/1988 in the building known as Norwich Hall, situated at Erf 7, Fairway Township (City Council of Johannesburg) measuring in total 183 (one hundred and eighty-three) and 9 (nine) square metres respectively, together with an undivided share in the common property.

Held by Title Deed ST74827/1988, being Flat 202 and Domestic Quarter 8, situate at Norwich Hall, 3–13 West Kernick Avenue, Fairview, Johannesburg.

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

The dwelling consists of entrance hall, dining-room, lounge, kitchen, three bedrooms, two bathrooms and parking-bay being No. 5.

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

The purchaser shall, on the day of the sale, pay 5% (five per centum) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per centum) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg this 19th day of July 1995.

Routledges Incorporated, Plaintiff's Attorneys, First Floor, Colosseum, 41 Kruis Street, Johannesburg. (Tel. 331-0511.) (Ref. I60591/Mr Rumsey/sjr.)

Case 15042/94
PH 267

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Buka, Samuel,** First Defendant, and **Buka, Mathilda,** Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court at 22B Ockerse Street, Krugersdorp, on Wednesday, 6 September 1995 at 10:00, of the undermentioned immovable property of the Defendants on the conditions which will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Krugersdorp, at 22B Ockerse Street, Krugersdorp:

The right of leasehold in respect of Erf 11677, Kagiso Extension 6 Township, Registration Division IQ, Transvaal, measuring 388 m^2, held by the Defendants under Deed of Transfer TL 31131/90, being 11677 Pansy Street, Kagiso.

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

The dwelling consists of lounge, three bedrooms, bathroom/w.c. and kitchen.

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

The purchaser shall, on the day of the sale, pay 5% (five per centum) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per centum) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg this 19th day of July 1995.

Routledges Incorporated, Plaintiff's Attorneys, First Floor, Colosseum, 41 Kruis Street, Johannesburg. (Tel. 331-0511.) (Ref. Z97556/JHBFCLS/Mr McCallum/cvdn.)

Case 23031/93
PH 267

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Moalusi, Mabua Ananias,** Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court at 22B Ockerse Street, Krugersdorp, on Wednesday, 6 September 1995 at 10:00, of the undermentioned immovable property of the Defendant on the conditions which will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Krugersdorp, at 22B Ockerse Street, Krugersdorp:

The right of leasehold in respect of Erf 5725, Kagiso Township, Registration Division IR, Transvaal, measuring 265 m^2, held by the Defendant under Certificate of Registered Grant of Leasehold TL38659/89, being 5725 Maimane Drive, Kagiso.

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

The dwelling consists of lounge, three bedrooms, bathroom/w.c. and kitchen.

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

The purchaser shall, on the day of the sale, pay 5% (five per centum) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per centum) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg this 19th day of July 1995.

Routledges Incorporated, Plaintiff's Attorneys, First Floor, Colosseum, 41 Kruis Street, Johannesburg. (Tel. 331-0511.) (Ref. Z74571/JHBFCLS/Mr McCallum/cvdn.)

Saak 15575/92

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

In die saak tussen **ABSA Bank Beperk,** handeldrywende as United Bank, voorheen United Bouvereniging Beperk, Eksekusieskuldeiser, en **Chiloane Johannes Kgatle,** Eerste Eksekusieskuldenaar, en **Sara Raesetja Kgatle,** Tweede Eksekusieskuldenaar

Ten uitvoerlegging van 'n vonnis toegestaan deur bogemelde Agbare Hof sal 'n verkoping sonder reserwes deur die Balju, Kempton Park, op 31 Augustus 1995 om 10:00, te Parkstraat 8, Kempton Park, gehou word van die ondergenoemde eiendom van die Eksekusieskuldenaar op die voorwaardes wat deur die Afslaer uitgelees sal word ten tye van die verkoping en welke voorwaardes voor die verkoping gelees kan word by die kantoor van die bogemelde Balju, te Kempton Park:

Sekere Erf No.: Alle reg, titel en belang in Huurpag oor Erf 509, Tsepo-dorpsgebied, Registrasieafdeling IR, Transvaal, Transportakte gehou onder Titelakte TL46268/85, grootte 250 (twee honderd en vyftig) vierkante meter, ook bekend as Tsepo 509, Tembisa.

Beskrywing: Woning bestaande uit toilet, badkamer, eetkamer, twee slaapkamers en 'n kombuis, alles onder 'n sinkdak. Verbeterings is nie gewaarborg nie.

Die hiernagenoemde eiendom sal vir verkoping aangebied word, en die tersaaklike verkoopvoorwaardes is as volg:

1. Die eiendom sal voetstoots en sonder reserwe verkoop word aan die hoogste bieder, onderhewig aan artikel 66 van die Landdroshofwet.

2. Die koper sal 10% (tien persent) as deposito in kontant betaal by toeslaan van die bod. Waarborg vir die balans binne 30 dae na veiling.

3. Die risiko in en voordeel tot die eiendom sal oorgedra word aan die koper met datum van die verkoping.

Die volle voorwaardes sal voor die verkoping uitgelees en kan gedurende kantoor-ure nagegaan word by die kantoor van die Balju.

Geteken te Kempton Park op hierdie 31ste dag van Julie 1995.

C. A. C. Korf, vir Van Rensburg Schoon & Cronje, Die Eike 8, Monumentweg en Longstraat, Kempton Park, 1620. (Verw. mev. Van Heerden.UT6.)

Case 33863/94
PH 267

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (United Bank Division), formerly known as United Bank Limited and prior to that United Building Society Limited and previously United Building Society, Plaintiff, and **Van Wyk, Willem Christiaan,** First Defendant, and **Van Wyk, Anna Maria Dorothea,** Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court at 22B Ockerse Street, Krugersdorp, on Wednesday, 30 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 of the Supreme Court, Krugersdorp, at 22B Ockerse Street, Krugersdorp:

Portion 197 (a portion of Portion 15) of the farm Vlakplaats 160 Township, Registration Division IQ, Transvaal, measuring 8,8756 hectares, held by the Defendants under Deed of Transfer T91597/1993, being Portion 197 (a portion of Portion 15) Old Main Road, Vlakplaats Agricultural Holdings.

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

The dwelling consists of entrance hall, lounge, dining-room, family room, three bedrooms, two bathrooms/toilet, kitchen, scullery, three garages, servant's room and shower/ toilet. The granny flat consists of two bedrooms, kitchen and bathroom/toilet.

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

The purchaser shall, on the day of the sale, pay 5% (five per centum) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per centum) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg this 18th day of July 1995.

Routledges Incorporated, Plaintiff's Attorneys, First Floor, Colosseum, 41 Kruis Street, Johannesburg. (Tel. 331-0511.) (Ref. ZA0657/WRFCLS/Mr Brewer/djl.)

Case 08305/95
PH 267

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (United Bank Division), formerly known as United Bank Limited and prior to that United Building Society Limited and previously United Building Society, Plaintiff, and **Parker, Barry Owen,** First Defendant, and **Parker, Barbara Bernadette,** 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, 31 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:

Erf 5387, Ennerdale Extension 12 Township, Registration Division IQ, Transvaal, measuring 746 m^2, held by the Defendants under Deed of Transfer T17236/88, being 56 Loam Street, Ennerdale Extension 12.

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

The dwelling consists of lounge, three bedrooms, bathroom, separate w.c., kitchen and outside w.c.

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

The purchaser shall, on the day of the sale, pay 5% (five per centum) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per centum) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg this 14th day of July 1995.

Routledges Incorporated, Plaintiff's Attorneys, First Floor, Colosseum, 41 Kruis Street, Johannesburg. (Tel. 331-0511.) (Ref. ZA3174/JHBFCLS/Mr McCallum/cvdn.)

Case 33003/93
PH 267

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (United Bank Division), formerly known as United Bank Limited and prior to that United Building Society Limited and previously United Building Society, Plaintiff, and **Jacobs, Ronald Andrew,** First Defendant, and **Jacobs, Patricia Cloris Madelain,** 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, 31 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 9, of Erf 3103, Ennerdale Extension 3 Township, Registration Division IQ, Transvaal, measuring 308 m^2, held by the Defendants under Deed of Transfer T32392/1986, being 9 Socrates Street, Ennerdale Extension 3.

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

The dwelling consists of lounge, dining-room, kitchen, three bedrooms, two bathrooms, two w.c.'s and carport.

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

The purchaser shall, on the day of the sale, pay 5% (five per centum) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per centum) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg this 14th day of July 1995.

Routledges Incorporated, Plaintiff's Attorneys, First Floor, Colosseum, 41 Kruis Street, Johannesburg. (Tel. 331-0511.) (Ref. Z79480/JHBFCLS/Mr McCallum/cvdn.)

Saak 9107/94

IN DIE LANDDROSHOF VIR DIE DISTRIK GERMISTON GEHOU TE GERMISTON

In die saak tussen **ABSA Bank Beperk,** handeldrywende as Allied Bank (voorheen Allied Bouvereniging Beperk), Eksekusieskuldeiser, en **Paul Edmund Dando,** Eksekusieskuldenaar

Ten uitvoering van 'n vonnis toegestaan deur bogemelde Agbare Hof, sal 'n verkoping sonder reserwe deur die Balju, Germiston-Noord, op 28 Augustus 1995, om 10:00 te die Vierde Verdieping, Standard-torings, Presidentstraat, Germiston-Noord, gehou word van die ondergenoemde eiendom van die Eksekusieskuldenaar op die voorwaardes wat deur die afslaer uitgelees sal word ten tye van die verkoping en welke voorwaardes voor die verkoping gelees kan word by die kantoor van die bogemelde Balju te Germiston-Noord:

Sekere Erf No.: Erf 219, Klopperpark, Germiston-dorpsgebied, Registrasieafdeling IR, Transvaal.

Transportaktenommer: Gehou onder Titelakte T37647/93,

Grootte: 553 (vyfhonderd drie-en-vyftig) vierkante meter, ook bekend as Welkomstraat 4, Klopperpark, Germiston.

Beskrywing: Woning bestaande uit toilet, badkamer, eetkamer, drie slaapkamers, sitkamer, kombuis, eetkamer, alles onder 'n teëldak en twee motorafdakke. Verbeterings is nie gewaarborg nie.

Die hiernagenoemde eiendom sal vir verkoping aangebied word, en die tersaaklike verkoopvoorwaardes is as volg:

1. Die eiendom sal voetstoots en sonder reserwe verkoop word aan die hoogste bieder, onderhewig aan artikel 66 van die Landdroshowewet.

2. Die koper sal 10% (tien persent) as deposito in kontant betaal by toeslaan van die bod. Waarborg vir die balans binne 30 dae na veiling.

3. Die risiko in en voordeel tot die eiendom sal oorgedra word aan die koper met datum van die verkoping.

Die volle voorwaardes sal voor die verkoping uitgelees en kan gedurende kantoorure nagegaan word by die kantoor van die Balju.

Geteken te Kempton Park op hierdie 31ste dag van Julie 1995.

C. A. C. Korf, vir Van Rensburg, Schoon & Cronje, Die Eike 8, hoek van Monumentweg en Longstraat, Kempton Park, 1620. (Verw. Mev. van Heerden/AB1326.)

Saak 6367/91

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

In die saak tussen **ABSA Bank Beperk,** handeldrywende as Allied Bank (voorheen Allied Bouvereniging Beperk), Eksekusieskuldeiser, en **Manamela Abrham Selolo,** Eerste Eksekusieskuldenaar, en **Salome Salamina Selolo,** Tweede Eksekusieskuldenaar

Ten uitvoering van 'n vonnis toegestaan deur bogemelde Agbare Hof, sal 'n verkoping sonder reserwe deur die Balju, Kempton Park, op 31 Augustus 1995, om 10:00 te Parkstraat 8, Kempton Park, gehou word van die ondergenoemde eiendom van die Eksekusieskuldenaars op die voorwaardes wat deur die afslaer uitgelees sal word ten tye van die verkoping en welke voorwaardes voor die verkoping gelees kan word by die kantoor van die bogemelde Balju te Kempton Park:

Sekere Erf No.: Alle reg, titel en belang, in huurpag oor Erf 642, Tlamatlama-dorpsgebied, Registrasieafdeling IR, Transvaal.

Transportaktenommer: Gehou onder Titelakte T51482/88.

Grootte: 290 (tweehonderd en negentig) vierkante meter, ook bekend as Tlamatlama-afdeling 642, Tembisa.

Beskrywing: Woning bestaande uit toilet, badkamer, eetkamer, twee slaapkamers, kombuis alles onder 'n teëldak. Verbeterings is nie gewaarborg nie.

Die hiernagenoemde eiendom sal vir verkoping aangebied word, en die tersaaklike verkoopvoorwaardes is as volg:

1. Die eiendom sal voetstoots en sonder reserwe verkoop word aan die hoogste bieder, onderhewig aan artikel 66 van die Landdroshowewet.

2. Die koper sal 10% (tien persent) as deposito in kontant betaal by toeslaan van die bod. Waarborg vir die balans binne 30 dae na veiling.

3. Die risiko in en voordeel tot die eiendom sal oorgedra word aan die koper met datum van die verkoping.

Die volle voorwaardes sal voor die verkoping uitgelees en kan gedurende kantoorure nagegaan word by die kantoor van die Balju.

Geteken te Kempton Park op hierdie 31ste dag van Julie 1995.

C. A. C. Korf, vir Van Rensburg, Schoon & Cronje, Die Eike 8, hoek van Monumentweg en Longstraat, Kempton Park, 1620. (Verw. Mev. van Heerden/AB683.)

Saak 7150/94

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

In die saak tussen **ABSA Bank Beperk,** handeldrywende as Allied Bank (voorheen Allied Bouvereniging Beperk), Eksekusieskuldeiser, en **L. Geering,** Eerste Eksekusieskuldenaar en **I. Geering,** Tweede Eksekusieskuldenaar

Ten uitvoering van 'n vonnis toegestaan deur bogemelde Agbare Hof, sal 'n verkoping sonder reserwe deur die Balju, Kempton Park, op 31 Augustus 1995, om 10:00 te Parkstraat 8, Kempton Park, gehou word van die ondergenoemde eiendom van die Eksekusieskuldenaars op die voorwaardes wat deur die afslaer uitgelees sal word ten tye van die verkoping en welke voorwaardes voor die verkoping gelees kan word by die kantoor van die bogemelde Balju te Kempton Park:

Sekere Erf No.: Erf 1469, Birch Acres-uitbreiding 3-dorpsgebied, Registrasieafdeling IR, Transvaal.

Transportaktenommer: Gehou onder Titelakte T4582/91.

Grootte: 900 (negehonderd) vierkante meter, ook bekend as Kaketoestraat 15, Birch Acres-uitbreiding 3.

Beskrywing: Woning bestaande uit twee toilette, twee badkamers, eetkamer, drie slaapkamers, sitkamer, kombuis, familie/TV kamer, alles onder 'n teëldak, motorhuis, motorafdak, motoroprit en swembad. Die eiendm is omhein met betonmure. Verbeterings is nie gewaarborg nie.

Die hiernagenoemde eiendom sal vir verkoping aangebied word, en die tersaaklike verkoopvoorwaardes is as volg:

1. Die eiendom sal voetstoots en sonder reserwe verkoop word aan die hoogste bieder, onderhewig aan artikel 66 van die Landdroshowewet.

2. Die koper sal 10% (tien persent) as deposito in kontant betaal by toeslaan van die bod. Waarborg vir die balans binne 30 dae na veiling.

3. Die risiko in en voordeel tot die eiendom sal oorgedra word aan die koper met datum van die verkoping.

Die volle voorwaardes sal voor die verkoping uitgelees en kan gedurende kantoorure nagegaan word by die kantoor van die Balju.

Geteken te Kempton Park op hierdie 31ste dag van Julie 1995.

C. A. C. Korf, vir Van Rensburg, Schoon & Cronje, Die Eike 8, hoek van Monumentweg en Longstraat, Kempton Park, 1620. (Verw. Mev. van Heerden/AB1283.)

Saak 1543/90

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

In die saak tussen **ABSA Bank Beperk,** handeldrywende as Allied Bank (voorheen Allied Bouvereniging Beperk), Eksekusieskuldeiser, en **Mosana Maesela David Bapela,** Eerste Eksekusieskuldenaar en **Thandiwe Patricia Bapela,** Tweede Eksekusieskuldenaar

Ten uitvoering van 'n vonnis toegestaan deur bogemelde Agbare Hof, sal 'n verkoping sonder reserwe deur die Balju, Kempton Park, op 31 Augustus 1995, om 10:00 te Parkstraat 8, Kempton Park, gehou word van die ondergenoemde eiendom van die Eksekusieskuldenaars op die voorwaardes wat deur die afslaer uitgelees sal word ten tye van die verkoping en welke voorwaardes voor die verkoping gelees kan word by die kantoor van die bogemelde Balju te Kempton Park:

Sekere Erf No.: Alle reg, titel en belang, in huurpag oor Erf 162, Teanong-dorpsgebied, Registrasieafdeling IR, Transvaal.

Transportaktenommer: Gehou onder Titelakte T38439/89.

Grootte: 254 (tweehonderd en vier-en-vyftig) vierkante meter, ook bekend as Teanong 162, Tembisa.

Beskrywing: Woning bestaande uit toilet, badkamer, eetkamer, twee slaapkamers, kombuis alles onder 'n teëldak. Verbeterings is nie gewaarborg nie.

Die hiernagenoemde eiendom sal vir verkoping aangebied word, en die tersaaklike verkoopvoorwaardes is as volg:

1. Die eiendom sal voetstoots en sonder reserwe verkoop word aan die hoogste bieder, onderhewig aan artikel 66 van die Landdroshowewet.

2. Die koper sal 10% (tien persent) as deposito in kontant betaal by toeslaan van die bod. Waarborg vir die balans binne 30 dae na veiling.

3. Die risiko in en voordeel tot die eiendom sal oorgedra word aan die koper met datum van die verkoping.

Die volle voorwaardes sal voor die verkoping uitgelees en kan gedurende kantoorure nagegaan word by die kantoor van die Balju.

Geteken te Kempton Park op hierdie 31ste dag van Julie 1995.

C. A. C. Korf, vir Van Rensburg, Schoon & Cronje, Die Eike 8, hoek van Monumentweg en Longstraat, Kempton Park, 1620. (Verw. Mev. van Heerden/AB326.)

Saak 5842/93

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Witwatersrandse Plaaslike Afdeling)

In die saak tussen **ABSA Bank Beperk,** Eiser, en **Rusnoor International Traders BK,** Eerste Verweerder, en **Benjamin, Gamat Noor,** Tweede Verweerder

Ter uitwinning van 'n vonnis van die Hooggeregshof van Suid-Afrika (Witwatersrandse Plaaslike Afdeling) in bogenoemde saak en 'n lasbrief tot uitwinning uitgereik op 13 Desember 1994, sal 'n verkoping van onroerende eiendom gehou word te die verkoopslokaal van die Balju van die Hooggeregshof, Johannesburg Sentraal, op 31 Augustus 1995 om 10:00, van die ondervermelde eiendom op die voorwaardes wat deur die Vendusieafslaer gelees sal word ten tye van die verkoping en welke voorwaardes by die kantore van die Balju van die Hooggeregshof te Marshallstraat 131, Johannesburg, voor die verkoping ter insae sal lê:

Die volgende inligting aangaande die eiendom word verskaf alhoewel geen waarborg in verband daarmee gegee kan word nie.

Sekere Deel 9, Deel 37 en Deel 43, in die skema bekend as Montreal Mansions, ten opsigte van die gebou of geboue geleë te Johannesburg-dorpsgebied, Registrasieafdeling IQ, Transvaal, grootte 81, 81 en 75 vierkante meter, onderskeidelik gehou kragtens Deeltitel Akte ST145/1990, Deeltitel Akte ST4630/1989 en Deeltitel Akte ST3651/1989.

Beskrywing: Wooneenhede geleë te Erf 5147, Johannesburg, Montreal Mansions, Smithstraat 308, Johannesburg.

Terme: 10% (tien persent) van die koopprys en afslaersgelde 5% (vyf persent) op die eerste R20 000 en daarna 3% (drie persent) met 'n maksimim van R6 000 plus BTW 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 30 (dertig) dae vanaf die datum van verkoping verskaf word.

Gedateer te Johannesburg hierdie 31ste dag van Julie 1995.

Scholtz & Botha, Eiser se Prokureurs, Negende Verdieping, North State Gebou, hoek van Mark- en Kruisstraat, Johannesburg. (Tel. 472-1318.) (Verw. mnr. Scholtz/vb/CT0864.)

Case 7803/95
PH 683

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited,** Plaintiff, and **Ralekgokgo, Matome Christopher,** 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, 31 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 unit comprising section 26 and its undivided share in the common property in the Rushley Heights Sectional Title Scheme, area 90 (ninety) square metres, situation Flat 102, Rushley Heights, corner of Bruce and Claim Streets, Hillbrow, Johannesburg.

Improvements (not guaranteed): A flat consisting of lounge, bedroom, bathroom with toilet, kitchen and balcony.

Terms: 10% (ten per centum) of the purchase price in cash on the day of the sale; the balance and interest on the full purchase price at current bond rates payable against registration of transfer, to be secured by a bank, building society or other acceptable guarantee to be furnished within 14 days from the date of sale. Auctioneer's charges are payable on the day of the sale and calculated at 5% (five per centum) on the proceeds of the sale up to a price of R20 000 and thereafter 3% (three per centum), with a maximum fee of R6 000 and a minimum of R100.

Dated at Johannesburg on 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. Mr H. N. Moloto/cm/A-127.)

Case 31275/93
PH 233

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **First National Bank of Southern Africa Limited,** Plaintiff, and **James Robert Strachan,** First Defendant, and **Gaynor Strachan,** Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without reserve, will be held at the offices of the Deputy Sheriff, Fourth Floor, Standard Chambers, 247 President Street, Germiston, on 7 September 1995 at 10:00, of the undermentioned property of the Defendants on the conditions to be read out by the auctioneer at the time of the sale and which conditions may be inspected at the offices of the Deputy Sheriff, Germiston, prior to the sale:

Erf 625, Bedfordview Extension 127 Township, Registration Division IR, Province of Gauteng, in extent 2 345 (two thousand three hundred and forty-five) square metres, held under Deed of Transfer T34240/1987, situated at 95 Boeing Road, Bedfordview Extension 127, District of Germiston.

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

Residential dwelling comprising entrance hall, fully tiled kitchen, bar-room, games-room, guest cloakrooms, five bedrooms (main en suite), main bathroom with jacuzzi, dressing-room with fitted cupboards, second bathroom and patio all under tiled roof, servants' quarters being two rooms and bathroom, separate two bedroom cottage with living-room, bar-room and kitchen. Swimming-pool, asbestos wendyhouse 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 fourteen (14) days of the date of sale.

Auctioneer's charges, which are also payable on the date of sale, are as follows: 5% (five per centum) on the proceeds of the sale up to R20 000 and thereafter 3% (three per centum) up to a maximum fee of R6 000, minimum charges R200.

Dated at Johannesburg this 24th day of July 1995.

Nathanson Bowman & Nathan, Plaintiff's Attorneys, Seventh Floor, North State, corner of Market and Kruis Streets, Johannesburg. (Ref. D. W. Phillips.)

Saak 7038/95

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

In die saak tussen **ABSA Bank Beperk,** handeldrywend as Allied Bank (voorheen Allied Bouvereniging Beperk), Eksekusieskuldeiser, en **mnr. Caswell** (eksekuteur van boedel wyle S. Caswell), Eksekusieskuldenaar

Ten uitvoerlegging van 'n vonnis toegestaan deur bogemelde Agbare Hof sal 'n verkoping sonder reserwes deur die Balju, Kempton Park, op 31 Augustus 1995 om 10:00, te Parkstraat 8, Kempton Park, gehou word van die ondergenoemde eiendom van die Eksekusieskuldenaar op die voorwaardes wat deur die afslaer uitgelees sal word ten tye van die verkoping en welke voorwaardes voor die verkoping gelees kan word by die kantoor van die bogemelde Balju te Kempton Park:

Sekere Erf 2379, Birch Acres-uitbreiding 12-dorpsgebied, Registrasieafdeling IR, Transvaal, gehou onder Titelakte T52957/91, grootte 800 (agthonderd) vierkante meter, ook bekend as Kransduifstraat 37, Birch Acres-uitbreiding 12.

Beskrywing: Woning bestaande uit drie toilette, twee badkamers, eetkamer, drie slaapkamers, sitkamer, kombuis, eetkamer, alles onder 'n teëldak, motorhuis en motoroprit.

Die eiendom is omhein met betonmure.

Verbeterings is nie gewaarborg nie.

Die hiernagenoemde eiendom sal vir verkoping aangebied word, en die tersaaklike verkoopvoorwaardes is as volg:

1. Die eiendom sal voetstoots en sonder reserwe verkoop word aan die hoogste bieder, onderhewig aan artikel 66 van die Landdroshofwet.

2. Die koper sal 10% (tien persent) as deposito in kontant betaal by toeslaan van die bod. Waarborg vir die balans binne 30 dae na veiling.

3. Die risiko in en voordeel tot die eiendom sal oorgedra word aan die koper met datum van die verkoping.

Die volle voorwaardes sal voor die verkoping uitgelees en kan gedurende kantoorure nagegaan word by die kantoor van die Balju.

Geteken te Kempton Park op hierdie 31ste dag van Julie 1995.

C. A. C. Korf, vir Van Rensburg Schoon & Cronje, Die Eike 8, Monumentweg en Longstraat, Kempton Park, 1620. (Verw. mev. Van Heerden/AB1602.)

Saak 814/94

IN DIE LANDDROSHOF VIR DIE DISTRIK LYDENBURG GEHOU TE LYDENBURG

In die saak tussen **Lydenburg Stadsraad,** Eiser, en **E. J. Venter,** Verweerder

Ingevolge 'n vonnis van die Landdroshof, Lydenburg, gedateer 6 Junie 1995, en daaropvolgende lasbrief vir eksekusie teen goed, sal die onderstaande eiendom geregtelik verkoop word voor die Landdroskantoor, Voortrekkerstraat, Lydenburg, op 30 Augustus 1995 om 08:15, naamlik:

Gedeelte 2 van Erf 594, geleë in die dorp Lydenburg, Registrasieafdeling JT, Transvaal, groot 1 501 vierkante meter, onderworpe aan die voorwaardes in die akte vermeld.

Verbeterings: Leë erf (genoemde verbeterings word nie gewaarborg nie).

Voorwaardes van verkoping: Die koper moet 10% (tien persent) van die koopsom in kontant op die dag van die verkoping aan die Balju betaal. Die balans plus rente moet verseker word deur 'n bank- of bougenootskapwaarborg betaalbaar teen registrasie van transport en wat binne 14 (veertien) dae na datum van die verkoping gelewer moet word. Die eiendom word voetstoots verkoop vir die hoogste bod onderhewig aan die bepalings van artikel 66 van die Landdroshofwet. Die verkoping geskied in volgens verdere verkoopvoorwaardes wat ter insae lê gedurende kantoorure by die kantoor van die Balju te Voortrekkerstraat 26, Lydenburg, en te kantoor van die Eiser se prokureur.

Geteken te Lydenburg op hierdie 3de dag van Augustus 1995.

D. van Wyk, vir Kuit, Van Wyk & De Villiers, Kantoorstraat 57, Posbus 21 en 25, Lydenburg. [Tel. (01323) 2101/2/3.] (Verw. mnr. Van Wyk/vdev/SL9095.)

Saak 816/94

IN DIE LANDDROSHOF VIR DIE DISTRIK LYDENBURG GEHOU TE LYDENBURG

In die saak tussen **Lydenburg Stadsraad,** Eiser, en **E. J. Venter,** Verweerder

Ingevolge 'n vonnis van die Landdroshof, Lydenburg, gedateer 6 Junie 1995, en daaropvolgende lasbrief vir eksekusie teen goed, sal die onderstaande eiendom geregtelik verkoop word voor die Landdroskantoor, Voortrekkerstraat, Lydenburg, op 30 Augustus 1995 om 08:30, naamlik:

Gedeelte 1 van Erf 594, geleë in die dorp Lydenburg, Registrasieafdeling JT, Transvaal, groot 3 126 vierkante meter, onderworpe aan die voorwaardes in die akte vermeld.

Verbeterings: Leë erf (genoemde verbeterings word nie gewaarborg nie).

Voorwaardes van verkoping: Die koper moet 10% (tien persent) van die koopsom in kontant op die dag van die verkoping aan die Balju betaal. Die balans plus rente moet verseker word deur 'n bank- of bougenootskapwaarborg betaalbaar teen registrasie van transport en wat binne 14 (veertien) dae na datum van die verkoping gelewer moet word. Die eiendom word voetstoots verkoop vir die hoogste bod onderhewig aan die bepalings van artikel 66 van die Landdroshofwet. Die verkoping geskied in volgens verdere verkoopvoorwaardes wat ter insae lê gedurende kantoorure by die kantoor van die Balju te Voortrekkerstraat 26, Lydenburg, en te kantoor van die Eiser se prokureur.

Geteken te Lydenburg op hierdie 3de dag van Augustus 1995.

D. van Wyk, vir Kuit, Van Wyk & De Villiers, Kantoorstraat 57, Posbus 21 en 25, Lydenburg. [Tel. (01323) 2101/2/3.] (Verw. mnr. Van Wyk/vdev/SL9094.)

Case 26140/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Mark Paul McDonald,** First Defendant, and **Jennifer Mildred McDonald,** Second Defendant

A sale in execution of the undermentioned property is to be held without reserve at the Sheriff's Offices, 42 Murray Avenue, Brits, on Friday, 15 September 1995 at 08:30:

Full conditions of sale can be inspected at the Sheriff, Brits, at the above address and will be read out prior to the sale.

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

Property: Portion 52 (portion of Portion 48) of the farm Tweerivier 197, Registration Division JQ, Transvaal.

Improvements: Single storey: Bedroom, kitchen, lounge and bathroom.

Hack Stupel & Ross, Attorneys for the Plaintiff, P.O. Box 2000, Pretoria. [Tel. (012) 325-4185.] (Ref. B. du Plooy/LVDM/GT 2170.)

Case 10150/95

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Syncon Investments (Pty) Limited,** Defendant

A sale in execution of the undermentioned property is to be held without reserve at the offices of De Klerk Vermaak & Partners, Overvaal Building, 28 Kruger Avenue, Vereeniging, on Thursday, 14 September 1995 at 10:00:

Full conditions of sale can be inspected at the Sheriff, Vereeniging, at the above address and will be read out prior to the sale.

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

Property: Holding 45, situated in Dreamland Agricultural Holdings, Registration Division IQ, Transvaal.

Improvements: Unimproved.

Hack Stupel & Ross, Attorneys for the Plaintiff, P.O. Box 2000, Pretoria. [Tel. (012) 325-4185.] (Ref. B. du Plooy/LVDM/GT 2484.)

Saak 30769/93

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Witwatersrandse Plaaslike Afdeling)

In die saak tussen **Anna Maria Neser,** Eiseres, en **Petrus Jacob Neser,** Verweerder

Ingevolge 'n uitspraak van hierdie Agbare Hof en eksekusiebevel gedateer 11 Julie 1994, word die volgende eiendom in eksekusie verkoop by die kantore van die Balju, Roodepoort, te Progress-straat 182, Technikon, distrik Roodepoort, op 25 Augustus 1995 om 10:00:

Alle reg, titel en belang in die titel/huurpag van Erf 291, Quellerina-dorpsgebied, Registrasieafdeling IQ, Transvaal, groot 1 642 vierkante meter, gehou onder Akte van Transport T27333/1988, welke eiendom bestaan uit die volgende verbeterings: Verbetering op huis, swembad, dubbele motorhuis, stoor- en bediendekamer.

Die koper moet 'n deposito van 10% (tien persent) van die verkoopprys, Balju's fooie en agterstallige belasting betaal op die dag van die verkoping, die balans betaalbaar teen die transport en verseker te word deur 'n waarborg van 'n bank of bouvereniging wat deur die Eiser se prokureurs goedgekeur is die waarborg van die Balju binne tien (10) 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 verkoping nagegaan kan word by die kantore van die Balju te Roodepoort.

Geteken te Pretoria op hede die 3de dag van Augustus 1995.

Blackie Swart & Assosiate, Prokureurs, Regskamers, Commissionerstraat 123, Krugersdorp. (Verw. W. Niedinger.) P.a. Ehlers Ingelyf, Vierde Verdieping, R & J Gebou, Kerkstraat 421, Pretoria. (Verw. A. J. von Berg/MP.)

Case 12872/95
PH 222

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **NBS Bank Limited** (Reg. No. 87/01384/06), Plaintiff, and **Ngobeni, Mphephu Rosie,** First Defendant, and **Ngobeni, Mitateko Daphney,** 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 of the Supreme Court, Westonaria, at 50 Edwards Avenue, Westonaria, on Friday, 1 September 1995 at 10:00, of the undermentioned property of the Defendants on the conditions of sale to be read out by the Sheriff at the time of the sale:

Description: Erf 1079, Lawley Extension 1 Township, Registration Division IQ, Transvaal, measuring 409 (four hundred and nine) square metres, held under Deed of Transfer T41432/1994 and situated at Triggerfish Crescent, Lawley Extension 1.

Zoned: Residential.

Hereinafter referred to as "the property".

The following information is furnished in respect of the improvements, though in this respect nothing is guaranteed: A single storey residential dwelling of brick walls, plastered and tiled roof. Consisting of a lounge, kitchen, three bedrooms, bathroom and w.c. The boundary is fenced.

Terms:

(a) The property shall be sold without reserve and to the highest bidder.

(b) The purchaser shall, in addition to the purchase price bid, pay all costs and expenses incurred in connection with the sale and transfer of the property including the costs of drawing these conditions with the necessary copies thereof, Sheriff's charges and the Sheriff's commission, transfer duty, conveyancing costs, all assessment rates, taxes and other municipal charges in respect of the property and generally all such amounts as may be payable for the purposes of obtaining a clearance certificate in terms of the relevant Local Government Ordinance.

(c) A deposit of 10% (ten per cent) of the purchase price is to be paid in cash on the day of the sale, the balance of the purchase price bid, together with interest thereon at the rate of 19,25% (nineteen comma two five per cent) per annum with effect from the date of sale, shall be paid or 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. Auctioneer's charges, payable on the day of the sale, to be paid by the purchaser.

Conditions: The conditions of sale may be inspected at the office of the Sheriff of the Supreme Court, 50 Edwards Avenue, Westonaria.

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

Moodie & Robertson, Attorneys for Plaintiff, Fifth Floor, African Life Centre, 111 Commissioner Street, P.O. Box 4685, Johannesburg. (Tel. 333-6114.) (Ref. Mr Johnson/N86270.)

Saak 2618/93

IN DIE LANDDROSHOF VIR DIE DISTRIK VEREENIGING GEHOU TE VEREENIGING

In die saak tussen **ABSA Bank Beperk** (handeldrywende as Trustbank), Eiser, en **Barry Benson,** Verweerder

Kragtens uitspraak van die Landdroshof, distrik Vereeniging, gedateer 15 April 1993, en die daaropvolgende lasbrief vir eksekusie, word die volgende eiendom op Donderdag, 24 Augustus 1995 om 11:00, in eksekusie deur die Balju, Landdroshof, Meyerton, te Lochstraat 51, Meyerton, aan die hoogste bieder verkoop:

Erf 572, geleë in die dorpsgebied Rothdene, Registrasieafdeling IQ, Transvaal, groot 1 115 vierkante meter.

Die eiendom word verkoop onderhewig aan die bepalings van artikel 66 van die Landdroshofwet, No. 32 van 1944, soos gewysig. Tien persent (10%) van die koopprys is kontant betaalbaar onmiddellik na die veiling en die balans sal verseker word deur die lewering van 'n aanvaarbare waarborg aan die Balju, Landdroshof, Meyerton, binne veertien (14) dae, bereken vanaf datum van koop, welke waarborg betaalbaar is op datum van registrasie van transport.

Die volgende inligting word onder die aandag van die voornemende koper gebring, maar niks word gewaarborg nie: Teëldakwoonhuis bestaande uit drie slaapkamers, sit-/eetkamer, badkamer, kombuis en toilet.

Buitegeboue: Dubbelgarage. Beton omheining.

Geleë te Potgieterstraat 22, Rothdene, Meyerton.

Die volle koopvoorwaardes wat vir die koper bindend sal wees, lê gedurende kantoorure ten kantore van die Balju, Landdroshof, Lochstraat 51, Meyerton.

Geteken te Vereeniging hierdie 3de dag van Julie 1995.

G. P. Mills, Prokureur vir Eiser, M & A Gebou, Lesliestraat 17A, Vereeniging. (Verw. mev. Van Eeden/TB99.)

Saak 6155/95

IN DIE LANDDROSHOF VIR DIE DISTRIK KLERKSDORP GEHOU TE KLERKSDORP

In die saak tussen **Nedcor Bank,** Eiser, en **Abram Sydney Marumole,** Eerste Verweerder, en **Mpoletsang Elizabeth Marumole,** Tweede Verweerder

Ingevolge 'n uitspraak van die Landdroshof Klerksdorp, en lasbrief vir eksekusie teen goed met datum 6 Junie 1995, sal die ondervermelde eiendom op Vrydag, 1 September 1995 om 10:00, te Balju vir die Landdroshof, Stilfontein, Colonial Mutual-gebou, Kamer 27, Klerksdorp, aan die hoogste bieder verkoop word, naamlik:

Alle reg, titel en belang in die huurpag ten opsigte van Erf 2584, Khuma Township, Registrasieafdeling IP, Transvaal, groot 251 vierkante meter.

Onderhewig aan die volgende voorwaardes:

1. Die eiendom sal voetstoots en sonder reserwe verkoop word aan die hoogste bieër, en die veiling sal onderworpe wees aan die voorwaardes van artikel 66 van die Wet op Landdroshowe, 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 drie slaapkamers, kombuis, sitkamer, badkamer en eetkamer.

Buitegebou: Motorhuis.

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

Gedateer te Klerksdorp op hierdie 1ste dag van Augustus 1995.

A. H. Snyman, vir J. J. Oosthuizen, Du Plooy & Vennote, Boomstraat, Permanentegebou, Eerste Verdieping, Posbus 22, Klerksdorp, 2570. (Verw. A. H. Snyman/M.13/95.)

Saak 5391/93

IN DIE LANDDROSHOF VIR DIE DISTRIK PIETERSBURG GEHOU TE PIETERSBURG

In die saak tussen **David Lewellyn Owen,** Eiser, en **Mokgasha Wilson Ramokobala,** Verweerder

Ter uitvoerlegging van 'n vonnis van die Landdros, Pietersburg, toegestaan op 10 Augustus 1993, en 'n lasbrief vir eksekusie uitgereik in opvolging daarvan, sal die ondergemelde eiendom in eksekusie verkoop word op 6 September 1995 om 14:00, te die Landdroskantoor, Seshego, aan die hoogste bieder, naamlik:

Standplaas D 400, Seshego, gehou kragtens Transportakte 1178/91.

Voorwaardes:

1. Die verkoping sal onderhewig wees aan die bepalings van die Landdroshofwet, 32 van 1944, en die reëls daaronder uitgevaardig, die voorwaardes bevat in die Akte van Transport en sal verkoop word aan die hoogste bieder sonder reserwe.

2. Die koper sal aan die Balju 10% (tien persent) van die koopprys onmiddellik betaal na die ondertekening van die verkoopvoorwaardes en hom ook voorsien van 'n bank- of bouverenigingwaarborg binne 14 (veertien) dae vanaf datum van die verkoping.

3. Die volledige verkoopvoorwaardes kan ter insae geneem word by die kantore van die Balju, Seshego, Krugerstraat 68A, Pietersburg, gedurende kantoorure en sal ook uitgelees word voor die eiendom opgeveil word.

Geteken te Pietersburg op die 1ste dag van Augustus 1995.

M. Pogrund, vir Jansen Kampherbeek & Twine, Rabestraat 26A; Posbus 44, Pietersburg, 0700. (Verw. M. Pogrund.)

Case 12500/95
PH 222

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **NBS Bank Limited (Reg. No. 87/01384/06),** Plaintiff, and **Kubeka, Thatawe July** First Defendant and **Kubeka, Nomsibi Roselina** 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, Boksburg, at 182 Leeuwpoort Street, Boksburg, on Friday, 1 September 1995 at 11:15, of the undermentioned property of the Defendants on the conditions of sale to be read out by the Sheriff at the time of the sale:

Description: The right, title and interest of the leasehold in respect of Site 7256, Vosloorus Extension 9 Township, Registration Division IR, Transvaal, measuring 363 (three hundred and sixty-three) square metres, held by Certificate of Registered Grant of Leasehold TL769/1989 and situated at 7256 Pezukomkono Street, Vosloorus Extension 9, zoned residential (hereinafter referred to as the property).

The following information is furnished in respect of the improvements, though in this respect nothing is guaranteed: A single-storey residential dwelling of brick walls, plastered and painted and tiled roof. Consisting of a lounge, dining-room, kitchen, three bedrooms, bathroom and w.c. The boundary is fenced.

Terms:

(a) The property shall be sold without reserve and to the highest bidder.

(b) The purchaser shall, in addition to the purchase price bid, pay all costs and expenses incurred in connection with the sale and transfer of the property including the costs of drawing these conditions with the necessary copies thereof, Sheriff's charges and the Sheriff's commission, transfer duty, conveyancing costs, all assessment rates taxes and other municipal charges in respect of the property and generally all such amounts as may be payable for the purposes of obtaining a clearance certificate in terms of the Relevant Local Government Ordinance.

(c) A deposit of 10% (ten per cent) of the purchase price is to be paid in cash on the day of the sale, the balance of the purchase price bid, together with interest thereon at the rate of 19,25% per annum with effect from the date of sale, shall be paid or 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. Auctioneer's charges, payable on the day of the sale, to be paid by the purchaser.

Conditions: The conditions of sale may be inspected at the office of the Sheriff of the Supreme Court, 182 Leeuwpoort Street, Boksburg.

Dated at Johannesburg on this 28th day of July 1995.

Moodie & Robertson, Attorneys for Plaintiff, Fifth Floor, African Life Centre, 111 Commissioner Street, P.O. Box 4685, Johannesburg. (Tel. 333-6114.) (Ref. Mr Johnson/N86207.)

Case 6353/91

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

In the matter between **NBS Bank Limited** trading as Natal Building Society, Plaintiff, and **B. K. Motley,** First Defendant and **S. G. Motley,** Second Defendant

In pursuance of a judgment in the Court of the Magistrate of Alberton and a warrant of execution dated 15 December 1995, the following property will be sold in execution without reserve to the highest bidder on 30 August 1995 at 10:00, at the Sheriff of the Court Offices, Johria Court, 4 Du Plessis Street, Florentia, Alberton:

Erf 3001, Brackenhurst Extension 2, Registration Division IR, Transvaal, also known as 19 Koedoe Street, Brackhenhurst Extension 2, measuring 1 494 (one four nine four) square metres, held by Deed of Transfer T9912/1991, zoned Residential.

The property has been improved by the erection of a dwelling-house and the normal outbuilding.

Improvements (not warranted to be correct): Lounge, four bedrooms, dining-room, kitchen, two bathrooms, shower, two toilets, entrance hall, two garages, four carports, servants' quarters with toilet, swimming-pool, tiled roof and brick and concrete walls.

Terms and conditions:

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

2. *Conditions:* The full conditions of sale may be inspected prior to the date of sale at the offices of the Sheriff of the Court, Johria Court, 4 Du Plessis Street, Florentia, Alberton.

The said conditions will be read out by the Sheriff of the Court immediately prior to the sale.

3. Where the purchaser pays or will pay all amounts necessary to obtain transfer of the property including transfer costs, transfer duty and/or VAT.

Signed at Alberton on this the 27th day of July 1995.

S. J. Naude & Naude, Plaintiff's Attorneys, 1 – 12 Van Riebeeck Avenue, 42 Van Riebeeck Avenue, P.O. Box 34, Alberton. (Tel. 907-2730.) (Ref. J. G. Naude/sp.) (Docex 11.)

CAPE • KAAP

Case 36060/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF CAPE TOWN HELD AT CAPE TOWN

In the matter between **The Body Corporate of the Walborough Mansions Scheme No. 148/81,** Execution Creditor, and **B. D. van Biljon,** Execution Debtor

In pursuance of a judgment in the Magistrate's Court for the District of Cape Town, and writ of execution dated 9 January 1995, the following property will be sold in execution, at the site of the property at 204 Walborough Mansions, Ascot Road, Milnerton, on Tuesday, 29 August 1995 at 12:30, to the highest bidder:

1. (a) Section 21 as shown and more fully described on Sectional Plan SS148/81, in the scheme known as Walborough Mansions, in respect of the land and building or buildings situated at Milnerton, in the area of the Transitional Metropolitan Substructure Cape Town, Division Cape, Province of the Western Cape, of which section the floor area according to the Sectional Plan 48 (forty-eight) square metres; and

(b) an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said Sectional Plan, held by Deed of Transfer ST8948/1994 also known as 204 Walborough Mansions, Ascot Road, Milnerton.

Conditions of sale:

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act, and the rules made thereunder and of the title deeds of the property and the property shall, subject to the aforegoing, be sold to the highest bidder.

The following improvements on the property are reported but nothing is guaranteed: Sectional Title Unit.

3. *Payment:* Ten per centum (10%) of the purchase price shall be paid in cash or by means of a deposit-taking institution's guaranteed cheque at the time of the sale and the full balance thereof together with interest at the rate for which judgment was granted per annum calculated on the amount of the Judgment Creditor's claim (and in the event of there being any preferent creditor then also the interest payable upon such preferent creditor's claim) from the date of sale to the date of transfer, against registration of transfer, which amounts are to be secured by approved deposit-taking institutions guaranteed to be delivered within fourteen (14) days of the date of sale.

4. *Conditions:* The full conditions of sale which will be read out by the Sheriff immediately prior to the sale may be inspected at his office.

Schneider Shargey & Klitzner, Attorneys for Judgment Creditor, 173 Bree Street, Cape Town. (Ref. N. Shargey/nf/LW520.)

Case 28861/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF CAPE TOWN HELD AT CAPE TOWN

In the matter between **The Cloth Shop (Pty) Limited,** Judgment Creditor, and **C. Jeppie,** trading as Clothing Affair, Judgment Debtor

In pursuance of judgment granted on 22 November 1994, in the Cape Town Magistrate's Court, and under a writ of execution issued thereafter the immovable property listed hereunder will be sold in execution on 24 August 1995 at 12:00, at the premises, 23 Batts Road, Wynberg, to the highest bidder:

Description: 23 Batts Road, Wynberg, in the City of Cape Town, the property is also known as Erf 68865, Cape Town at Wynberg in the Area of the Transitional Metropolitan Substructure of Cape Town, Cape Division, in exent eight hundred and forty-three (843) square metres.

Postal address: 23 Batts Road, Wynberg.

Improvements: The following information is furnished *re* improvements, though in this respect nothing is guaranteed: A single residential dwelling under tiled roof, consisting of three bedrooms, lounge, kitchen, bathroom and toilet.

Held by the Defendant in her name under Deed of Transfer T31049/88.

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act, and the rules made thereunder.

2. The property shall be sold without reserve and to the highest bidder.

3. The purchaser shall pay a deposit of 10% (ten per centum) of the purchase price in cash on the day of the sale and the balance together with interest, at the rate certified by the Execution Creditor as being the rate of interest payable on the amounts of the awards to the Execution Creditor in the plan of distribution, shall be payable against transfer and shall be secured by a bank or building society guarantee to be approved by the Execution Creditor's attorneys which is to be furnished by the purchaser to the Sheriff of the Magistrate's Court within fourteen (14) days of the date of sale.

4. The purchaser shall be liable for payment of interest to the Execution Creditor and to the bondholder, if any, from date of sale to date of registration of transfer as set out in the conditions of sale.

5. Transfer shall be affected by the plaintiff or its attorneys and the purchaser shall pay all transfer costs, current rated taxes and other necessary charges to effect transfer, upon request by the said attorneys.

6. The full conditions of sale which will be read out by the auctioneer or the Sheriff of the Court, immediately prior to the sale which may be ispected at Sheriff of the Magistrate's Court, Wynberg.

Dated at Cape Town this 24th day of July 1995.

G. D. Marshall, for Francis Thompson & Aspden Inc., Lionel G. Murray, Plaintiff's Attorneys, 5 Leeuwen Street, Cape Town, 8000, P.O. Box 1921, Cape Town, 8000. [Tel. (021) 24-0480/24-8960.] (Ref. G. D. Marshall/LAD/vm/W07404.)

Case 3691/95

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

In the matter between **The South African Bank of Athens Ltd,** Judgment Creditor, and **Patricia Amelia van Stavel,** Judgment Debtor

In pursuance of judgment granted on 7 March 1995, in the Wynberg Magistrate's Court, and under a writ of execution issued thereafter the immovable property listed hereunder will be sold in execution on 28 August 1995 at 14:00, at 22 Bethorn Road, Crawford, to the highest bidder:

Description: 22 Bethorn Road, Crawford in the City of Cape Town, property is also known as Erf 38572, Cape Town at Athlone in the Area of the Transitional Metropolitan Substructure of Cape Town, Cape Division, in exent four hundred and ninety-nine (499) square metres.

Postal address: 22 Bethorn Road, Crawford, Athlone, Cape.

Improvements: A single residential dwelling with brick walls under tiled roof consisting of three bedrooms, lounge, kitchen, bathroom and w.c.

Held by the Defendant in her name under Deed of Transfer T28433/93.

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act, and the rules made thereunder.

2. The purchaser shall pay the purchase price in cash or by a 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, product 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 paynment of interest to the Execution Creditor and to the bondholder, if any, from date of registration of transfer as set out in the conditions of sale.

4. Transfer shall be affected by the plaintiff or its attorneys and the purchaser shall pay all transfer costs, current rated taxes and other necessary charges to effect transfer, upon request by the said attorneys.

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

Dated at Cape Town this 24th day of July 1995.

T. L. Maughan, for Francis Thompson & Aspden Inc., Lionel G. Murray, Plaintiff's Attorneys, 5 Leeuwen Street, Cape Town, 8000, P.O. Box 1921, Cape Town, 8000. [Tel. (021) 24-0480/24-8960.] (Ref. T.L. Maughan/LAD/vm/S23694.)

Case 14788/94

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

In the matter between **Standard Credit Corporation,** Plaintiff, and **Marius Wynand Adams,** Defendant

In pursuance of a judgment of the Magistrate's Court of Bellville, and writ of execution dated 1 August 1994, the property listed hereunder, and commonly known as 20 La Paloma, Lawrencedale Road, Kuils River, will be sold in execution at the premises on Thursday, 31 August 1995 at 10:45, to the highest bidder:

A unit consisting of:

(a) Section 20 as shown and more fully described on Sectional Plan SS78/90, in the building or buildings known as La Paloma, at Kuils River, in the Munipality of Kuils River, of which the floor area, according to the said Sectional Plan is 44 square metres in extent; and

(b) an undivided share in the common property in the land and building or buildings as shown and more fully described on the said sectional plan, apportioned to the said section in accordance with the participation quota of the said section, held under Certificate of Registered Sectional Title ST78/90 (20) (Unit) dated 17 May 1990.

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 cent) and the balance against transfer.

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Magistrate's Court, Bellville, 29 Northumberland Street, Bellville. A substantial loan can be raised for an approved purchaser with prior approval.

Dated at Cape Town this 20th day of July 1995.

I. Broodryk, for Syfret Godlonton-Fuller Moore Inc., 11th Floor, N.B.S. Waldorf, 80 St. George's Mall, Cape Town. (Ref. IB/vdk/ST.161.)

Case 4867/95
PH 255

IN THE SUPREME COURT OF SOUTH AFRICA

(Cape of Good Hope Provincial Division)

In the matter between **The Standard Bank of South Africa Limited,** Plaintiff, and **David Stephanus Jacobs,** First Defendant, and **Leigh Etrecia Jacobs,** Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Cape of Good Hope Provincial Division) in the above-mentioned suit, a sale without reserve will be held at 18 Sluysken Road, Hout Bay, on Wednesday, 20 September 1995, at 12:00, of the undermentioned property of the Defendants on the conditions which will lie for inspection at the offices of the Sheriff for the Supreme Court, Maynard House, Maynard Road, Wynberg:

Erf 3869, Hout Bay, in the Local Area of Hout Bay, Cape Division, in extent 750 square metres, and situated at 18 Sluysken Road, Hout Bay.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: A 216 square metre main dwelling consisting of a lounge/dining-room, family room, kitchen, three bedrooms, two bathrooms, water closet and a 72 square metre outbuilding consisting of two garages, servants' quarters, water closet and a shower.

Terms:

1. 10% (ten per centum) of the purchase price in cash on the day of sale, the balance payable against registration of transfer, to be secured by a bank, building society or other acceptable guarantee to be furnished within fourteen (14) days from the date of sale.

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

Dated at Montague Gardens this 21st day of July 1995.

W. D. Inglis, for William Inglis, Plaintiff's Attorneys, 17 Marconi Road, Montague Gardens. [Tel. (021) 52-5138.] (Ref. W. D. Inglis/cs/R204/5052.)

Case 3153/94

IN THE SUPREME COURT OF SOUTH AFRICA

(South-Eastern Cape Local Division

Nedcor Bank Limited *versus* **Johan van Niekerk**

In pursuance of a judgment dated 24 July 1995 and an attachment, the following immovable property will be sold in the foyer of the A.A. Mutual Building, 15 Rink Street, Central, Port Elizabeth, by public auction on Friday, 25 August 1995 at 15:00:

Erf 1167, Mount Road, Municipality and Division of Port Elizabeth, in extent 249 (two hundred and forty-nine) square metres, situated at 10 Botha Crescent, Kensington, Port Elizabeth.

While nothing is guaranteed, it is understood that on the property is a semi-detached, brick dwelling under a tiled roof, consisting of three bedrooms, bathroom, lounge and kitchen.

A substantial bond is available to an approved purchaser.

The conditions of sale may be inspected at the Sheriff's Office, Fifth Floor, A.A. Mutual Building, Rink Street, Port Elizabeth.

Terms: 10% (ten per cent) on date of sale, the balance, including V.A.T. if applicable, against transfer to be secured by a guarantee approved by Plaintiff's attorneys to be furnished within 21 days of sale. Sheriff's charges [5% (five per cent) on the first R20 000 and thereafter 3% (three per cent) to a maximum of R6 000, with a minimum of R200 plus V.A.T.] are also payable on date of sale.

Dated the 27th day of July 1995.

Pagdens, Plaintiff's Attorneys, Pagdens Court, 18 Castle Hill, Port Elizabeth.

Case 18489/95

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT ELIZABETH HELD AT PORT ELIZABETH

Nedcor Bank Limited *versus* **Leon Stephanus van Rooyen** and **Beatrice Hendrike van Rooyen**

In pursuance of a judgment dated 19 June 1995 and an attachment on 10 July 1995, the following immovable property will be sold at 26 Fourie Street, Westering, Port Elizabeth, by public auction on Friday, 25 August 1995 at 11:00:

Erf 1718, Westering, in the Municipality and Division of Port Elizabeth, in extent 747 (seven hundred and fourty-seven) square metres, situated at 26 Fourie Street, Westering, Port Elizabeth.

While nothing is guaranteed, it is understood that on the property is a detached, brick dwelling under a tiled roof, consisting of three bedrooms, one and a half bathrooms, lounge, dining-room, family room, kitchen, garage and swimming-pool.

A substantial bond is available to an approved purchaser.

The conditions of sale may be inspected at the office of the Sheriff, Magistrate's Court North, Danellyn Building, 12 Theale Street, North End, Port Elizabeth.

Terms: 10% (ten per cent) on date of sale, the balance, including V.A.T. if applicable, against transfer to be secured by a guarantee approved by Plaintiff's attorneys to be furnished within 21 days of sale. Sheriff's charges [2½% (two and a half per cent) on the first R20 000 and thereafter 1½% (one and a half per cent) with a minimum of R200 and a maximum of R3 000] and auctioneer's charges four and a half per cent (4½%) plus V.A.T. in both cases are also payable on date of sale.

Dated on the 19th day of July 1995.

Pagdens, Plaintiff's Attorneys, Pagdens Court, 18 Castle Hill, Port Elizabeth.

Case 32858/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT ELIZABETH HELD AT PORT ELIZABETH

Nedcor Bank Limited *versus* **Jan Bernardus Thyssen** and **Stephina Hendrina Phillipina Thyssen**

In pursuance of a judgment dated 8 November 1994 and an attachment on 6 February 1995, the following immovable property will be sold at 11 Kamdebo Street, Algoa Park, Port Elizabeth, by public auction on Tuesday, 29 August 1995 at 11:00:

Erf 717, Algoa Park, in the Municipality and Division of Port Elizabeth, in extent 602 (six hundred and two) square metres, situated at 11 Kamdebo Street, Algoa Park, Port Elizabeth.

While nothing is guaranteed, it is understood that on the property is a detached, brick dwelling under an iron roof, consisting of three bedrooms, bathroom, lounge, kitchen and garage.

A substantial bond is available to an approved purchaser.

The conditions of sale may be inspected at the office of the Sheriff, Magistrate's Court North, Danellyn Building, 12 Theale Street, North End, Port Elizabeth.

Terms: 10% (ten per cent) on date of sale, the balance, including V.A.T. if applicable, against transfer to be secured by a guarantee approved by Plaintiff's attorneys to be furnished within 21 days of sale. Sheriff's charges [2½% (two and a half per cent) on the first R20 000 and thereafter 1½% (one and a half per cent) with a minimum of R200 and a maximum of R3 000] and auctioneer's charges four and a half per cent (4½%) plus V.A.T. in both cases are also payable on date of sale.

Dated on the 26th day of July 1995.

Pagdens, Plaintiff's Attorneys, Pagdens Court, 18 Castle Hill, Port Elizabeth.

Case 1521/95

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

In the matter between **NBS Bank Limited** (Reg. No. 87/01384/06), formerly Natal Building Society Limited, Plaintiff, and **Norodien Parker,** Defendant

In pursuance of a judgment of the Magistrate's Court of Kuils River and writ of execution dated 15 March 1995, the property listed hereunder, and commonly known as 32 Alaman Street, Highbury, Kuils River, will be sold in execution in front of the Magistrate's Court, Kuils River, on Wednesday, 30 August 1995 at 09:00, to the highest bidder.

Erf 8731, Kuils River, in the Municipality of Kuils River, Division of Stellenbosch, in extent 413 square metres.

The following improvements are reported to be on the property, but nothing is guaranteed: Single-storey residence built of brick with tiled roof, comprising three bedrooms, lounge, kitchen, bathroom and toilet.

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Magistrate's Court, Kuils River, 29 Northumberland Street, Bellville. A substantial loan can be raised for an approved purchaser with prior approval.

Dated at Cape Town on this 11th day of July 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.1919.)

Case 18110/95

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 **Shaun Mark Leonard,** First Defendant, and **Aloma Esperanza Leonard,** Second Defendant

In pursuance of a judgment of the Magistrate's Court of Wynberg and writ of execution dated 22 June 1995, the property listed hereunder, and commonly known as 7 Village Place, Rule Street, Plumstead, will be sold in execution at the premises on Wednesday, 30 August 1995 at 14:00, to the highest bidder.

A unit consisting of:

(a) Section 7, as shown and more fully described on Sectional Plan SS218/91, in the scheme known as Village Place in respect of the land and building or buildings situated at Cape Town, in the Municipality of Cape Town, of which section the floor area, according to the said sectional plan is 79 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 ST258/95.

The following improvements are reported to be on the property, but nothing is guaranteed: Town-house built of brick with tiled roof, comprising three bedrooms, lounge, kitchen, two bathrooms and toilet.

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Magistrate's Court, Wynberg, 7 and 9 Electric Road, Wynberg. A substantial loan can be raised for an approved purchaser with prior approval.

Dated at Cape Town on this 12th day of July 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.1985.)

Case 48359/93

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 **Hazel Delia Oliver,** Defendant

In pursuance of a judgment of the Magistrate's Court of Wynberg and writ of execution dated 7 January 1994, the property listed hereunder, and commonly known as 44 Loerie Road, Bridgetown, Athlone, will be sold in execution at the premises on Wednesday, 30 August 1995 at 12:00, to the highest bidder.

Erf 122652, Cape Town, at Athlone, in the Municipality of Cape Town, Cape Division, in extent 372 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 cent) and the balance against transfer.

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Magistrate's Court, Wynberg, 7 and 9 Electric Road, Wynberg. A substantial loan can be raised for an approved purchaser with prior approval.

Dated at Cape Town on this 12th day of July 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.1606.)

Case 3678/95

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 **Lorenzo Eugene Paul Frans,** First Defendant, and **Sharlene Michelle Frans,** Second Defendant

In pursuance of a judgment of the Magistrate's Court of Wynberg and writ of execution dated 7 April 1995, the property listed hereunder, and commonly known as 14 Fairways Avenue, Fairways, will be sold in execution at the premises on Thursday, 31 August 1995 at 12:00, to the highest bidder.

Erf 148212, portion of Erf 77684, Cape Town, at Southfield, in the Municipality of Cape Town, Cape Division, in extent 317 square metres.

The following improvements are reported to be on the property, but nothing is guaranteed: Single-storey residence built of brick with tiled roof, comprising three bedrooms, lounge, kitchen, bathroom and toilet.

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Magistrate's Court, Wynberg, 7 and 9 Electric Road, Wynberg. A substantial loan can be raised for an approved purchaser with prior approval.

Dated at Cape Town on this 19th day of July 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.1901.)

Case 6971/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

In the matter between **Municipality of Cape Town,** Plaintiff, and **Christopher Harry Abrahams,** Defendant

The following will be sold in execution on Tuesday, 5 September 1995 at 09:00, in front of the Magistrate's Court for the District of Mitchells Plain, to the highest bidder:

Erf 34029 (Portion Erf 28069) Mitchells Plain, 332 (three hundred and thirty-two) square metres, held by Deed of Transfer T63940/1987, situated at 33 Koffiepeer Street, Eastridge, Mitchells Plain.

1. The following improvements are reported but not guaranteed: Dwelling: Brick building, tiled roof, three bedrooms, toilet/bathroom, kitchen and lounge.

2. *Payment:* Ten per centum (10%) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 18,5% (eighteen comma 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 offices of the Sheriff.

C & A Friedlander Inc., Third Floor, Reader's Digest House, Strand Street, Cape Town, 8001.

Case 18874/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

In the matter between **Municipality of Cape Town,** Plaintiff, and **John de Jongh,** Defendant

The following will be sold in execution on Tuesday, 5 September 1995 at 09:00, in front of the Magistrate's Court for the District of Mitchells Plain, to the highest bidder:

Erf 5183 (Portion of Erf 21758) Mitchells Plain, 232 (two hundred and thirty-two) square metres, held by Deed of Transfer T60804/87, situated at 44 Sicily Street, Portlands, Mitchells Plain.

1. The following improvements are reported but not guaranteed: Dwelling under tiled roof consisting of three bedrooms, lounge, bathroom, kitchen and toilet.

2. *Payment:* Ten per centum (10%) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 18,5% (eighteen comma 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 offices of the Sheriff.

C & A Friedlander Inc., Third Floor, Reader's Digest House, Strand Street, Cape Town, 8001.

Saak 1544/95

IN DIE LANDDROSHOF VIR DIE DISTRIK KIMBERLEY GEHOU TE KIMBERLEY

In die saak tussen **Eskom Finance Company (Edms.) Beperk,** Eiser, en **Simanga Elias Moncho,** Eerste Verweerder, en **Ndathini Janette Moncho,** Tweede Verweerder

Ingevolge 'n vonnis van die Hof van die Landdros Kimberley, en 'n lasbrief vir eksekusie gedateer 10 Mei 1995, sal die ondervermelde eiendom geregtelik verkoop word aan die hoogste bieder voor die Landdroskantoor, Kimberley, op Donderdag, 31 Augustus 1995 om 10:00:

Sekere Erf 473, Galeshewe, geleë in die dorp Galeshewe, in die munisipaliteit Kimberley en administratiewe distrik Kimberley, groot 315 vierkante meter, gehou kragtens Sertifikaat van Huurpag TL363/1987 (ook bekend as President Mangopestraat 473, Galeshewe).

Die verbeterings op die eiendom bestaan uit 'n losstaande huis met sitkamer, eetkamer, kombuis, drie slaapkamers, badkamer, bediendekamer en motorhuis, maar niks word gewaarborg nie.

Tien persent (10%) van die koopprys met Belasting op Toegevoegde Waarde daarop, indien van toepassing, en afslaersgelde tesame met Belasting op Toegevoegde Waarde op sodanige afslaersgelde betaalbaar in kontant op die datum van die verkoping, die balans met Belasting op Toegevoegde Waarde op sodanige balans waar van toepassing teen transport verseker te word deur 'n aanvaarbare waarborg.

Die voorwaardes van verkoping mag nagesien word gedurende kantoorure by die kantoor van die Balju vir Kimberley, en sal uitgelees word onmiddellik voor die verkoping.

J. A. C. Swanepoel, vir Duncan & Rothman, Eiser se Prokureurs, Permanentegebou, Jonesstraat, Kimberley.

Saak 3247/95

IN DIE LANDDROSHOF VIR DIE DISTRIK GOODWOOD GEHOU TE GOODWOOD

In die saak tussen **Standard Bank van Suid-Afrika Beperk,** Eksekusieskuldeiser, en **Gert Slingers,** Eerste Eksekusieskuldenaar, en **Mev. Anna Elizabeth Slingers,** Tweede Eksekusieskuldenares

Ter uitvoering van 'n vonnis van die Landdroshof vir die distrik Goodwood, gedateer 16 Mei 1995, en 'n lasbrief wat daarna uitgereik is, sal die hiernavermelde eiendom in eksekusie verkoop word op Woensdag, 30 Augustus 1995 om 14:00, op die perseel, sonder reserwe en voetstoots aan die hoogste bieër:

Erf 4756, Epping Tuindorp, geleë in die gebied van die Metropolitaanse Oorgangsubstruktuur, Goodwood, afdeling Kaap, Provinsie Wes-Kaap, groot 533 m^2 (vyfhonderd drie-en-dertig) vierkante meter, gehou kragtens Transportakte T75050/1994.

Adres en ligging van onroerende eiendom: Princess Elizabethstraat 45, Ruyterwacht, Goodwood.

Veilingvoorwaardes:

1. Die eiendom sal sonder reserwe en voetstoots in eksekusie verkoop word aan die hoogste bieër en onderworpe aan die bepalings en voorwaardes van die Wet op Landdroshowe en die reëls wat daarop van toepassing is, asook die serwitute en voorwaardes verbonde aan die betrokke titelaktes vir soverre van toepassing.

2. Die volgende inligting word gemeld dog nie gewaarborg nie: Woonplek met teëldak, baksteenmure, sitkamer, kombuis, twee slaapkamers en badkamer.

3. Die volledige veilingvoorwaardes sal onmiddellik voor die veiling deur die afslaer voorgelees word en lê ter insae by die kantoor van die Balju van die Landdroshof te Eppinglaan, Elsiesrivier.

4. Betaling geskied soos volg: Tien persent (10%) van die koopprys kontant op die dag van die veiling en die balans van die koopprys tesame met rente daarop teen 'n koers van 16,25% (sestien komma twee vyf persent) per jaar vanaf 1 Februarie 1995 tot datum van registrasie van transport teen oordrag van die eiendom in die koper se naam, moet betaal word aan die oordrag prokureurs te Bellville, teen registrasie van oordrag, welke betaling verseker moet word deur 'n waarborg van 'n goedgekeurde bank of bougenootskap binne veertien (14) dae na die veiling.

Gedateer te Bellville hierdie 25ste dag van Julie 1995.

L. Malherbe, vir Balsillie Watermeyer & Cawood, Eksekusieskuldeiser se Prokureurs, Eerste Laan 8–10, Boston, Bellville. (Verw. LM/MDC/INV/C.18879.)

Case 150/95
PH 255

IN THE SUPREME COURT OF SOUTH AFRICA

(Cape of Good Hope Provincial Division)

In the matter between **The Standard Bank of South Africa Limited,** Plaintiff, and **Zahoor Ahamad Abdush Shakoor Momin,** Defendant

In execution of a judgment of the Supreme Court of South Africa (Cape of Good Hope Provincial Division) in the above-mentioned suit, a sale without reserve will be held at 31 Von Willigh Street, Oakdene, Kuils River, on Monday, 18 September 1995 at 11:00, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff for the Supreme Court, 29 Northumberland Avenue, Bellville:

Erf 6008, Kuils River, in the Municipality of Kuils River, Division of Stellenbosch, in extent 750 square metres, and situated at 31 Von Willigh Street, Oakdene, Kuils River.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: a 251 square metre main dwelling consisting of an etrance hall, lounge, dining-room, family room, study, kitchen, laundry, four bedrooms, two bathrooms, with water closet and shower, water closet and a 42 square metre outbuilding consisting of two garages, two carports and a water closet with shower.

Terms:

1. 10% (ten per centum) of the purchase price in cash on the day of sale, the balance payable against registration of transfer, to be secured by a bank or building society or other acceptable guarantee to be furnished within fourteen (14) days from the date of sale.

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

Dated at Montague Gardens this 24th day of July 1995.

W. D. Inglis, for William Inglis, Plaintiff's Attorneys, 17 Marconi Road, Montague Gardens. [Tel. (021) 52-5138.] (Ref. W. D. Inglis/cs/S1965/4852.)

Saak 8252/94

IN DIE LANDDROSHOF VIR DIE DISTRIK KIMBERLEY GEHOU TE KIMBERLEY

In die saak tussen **Die Standard Bank van Suid-Afrika Beperk,** Eiser, en **Hans Danster,** en **Anna Mastopie Danster,** Verweerders

In navolging van 'n vonnis van bogemelde Agbare Hof gedateer 17 November 1994, en 'n lasbrief tot uitwinning van roerende goed gedateer 17 November 1994, sal die ondergemelde onroerende eiendom deur die Balju van die Landdroshof vir die distrik Kimberley, per publieke veiling in eksekusie verkoop word aan die hoogste bieër voor die Landdroskantore te Kimberley, op Donderdag, 31 Augustus 1995 om 10:00:

Die eiendom wat verkoop word, is die volgende:

Sekere Erf 23382, geleë in die stad en distrik Kimberley, groot 135 m^2 (eenhonderd vyf-en-dertig vierkante meter), gehou kragtens Transportakte T2547/91, ook bekend as Gladiolusstraat 27, Roodepan, Kimberley.

Informasie: Die volgende informasie ten opsigte van die eiendom word verskaf, maar nie gewaarborg nie: 'n Asbeswoonhuis met 'n sitkamer, kombuis, slaapkamer en toilet/badkamer.

Verkoopvoorwaardes: Tien persent (10%) van die koopprys is betaalbaar onmiddellik na die verkoping tesame met afslaerskommissie en die balans teen registrasie van die eiendom in die naam van die koper, welke balans verseker moet word deur 'n goedgekeurde bank of bouvereniging of ander waarborg. Die eiendom word verkoop sonder 'n reserweprys. Verdere verkoopvoorwaardes kan geïnspekteur word ten kantore van die Balju van die Landdroshof te Kimberley.

Gedateer te Kimberley op hierdie 20ste dag van Julie 1995.

Elliott, Maris, Wilmans & Hay, Prokureurs vir Eiser, Grondvloer, Cheapside, Posbus 179, Kimberley. (Verw. mnr. Haddad/rj/9/3118.)

Case 429/94

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

In the matter between **The Standard Bank of South Africa Limited,** Plaintiff, and **Monti Anthony Mohale,** Defendant

In pursuance of a judgment of the above Honourable Court dated 10 February 1994, and a writ of execution dated 10 February 1994, the undermentioned property will be sold by public auction in execution by the Sheriff of the Magistrate's Court for the District of Kimberley, to the highest bidder, in front of the Magistrate's Court, Kimberley, on Thursday, 31 August 1995 at 10:00:

The property to be sold is Certain Erf 23527, situated in the City and District of Kimberley, measuring 135 m^2 (one hundred and thirty-five square metres), held by virtue of Deed of Transfer T3200/92, also known as 8 Hibiscus Street, Roodepan, Kimberley.

Information: The following information in respect of the property is furnished but not guaranteed: A residential house.

Conditions of sale: Ten per cent (10%) of the purchase price is payable immediately after the sale together with auctioneers 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. The property is sold voetstoots, without any guarantee, without a reserve price.

Further conditions of sale can be inspected at the offices of the Sheriff of the Magistrate's Court, Kimberley.

Dated at Kimberley on this 20th day of July 1995.

Elliott, Maris, Wilmans & Hay, Plaintiff's Attorney, Ground Floor, Cheapside; P.O. Box 179, Kimberley. (Ref. Mr Haddad/rj/I/3118.)

Case 602/92

IN THE SUPREME COURT OF SOUTH AFRICA

(Ciskei Provincial Division)

In the matter between **John Page,** and **Gladness Luvuyo Zitshu**

In pursuance of a judgment in the above Honourable Court and a writ of execution dated 30 March 1994, the following immovable properties will be sold in execution on 6 September 1995 at 09:00, in front of the Magistrate's Court, Peddie:

Erf 462, Peddie, Municipality and Division of Peddie, in extent 443 (four hundred and forty-three) square metres, held by Deed of Transfer T2450/1990;

Erf 378, Peddie, Municipality and Division of Peddie, in extent 1 285 (one thousand two hundred and eighty-five) square metres, held by Deed of Transfer T2483/1990;

Erf 1271 (portion of Erf 1270), Peddie, Municipality and Division of Peddie, in extent 2 236 (two thousand, two hundred and thirty-six) square metres, held by Deed of Transfer T535/1992;

Erf 322, Peddie, Municipality and Division of Peddie, in extent 2 214 (two thousand two hundred and fourteen) square metres, held by Deed of Transfer T232/1990;

Erf 1272 (portion of Erf 1270), Peddie, Municipality and Division of Peddie, in extent 674 (six hundred and seventy-four) square metres, held by Deed of Transfer T954/1992;

Portion 3 (a portion of Portion 1), of the farm Wanstead 18, Administrative District of Peddie, in extent 9428 (nine thousand, four hundred and twenty-eight) square metres, held by Deed of Transfer T1208/1993.

Conditions of sale:

1. The purchaser will pay 10% (ten per cent) of the purchase price on the date of the sale. A building society, bank or other approved guarantee for the balance plus interest is to be given to the Plaintiff's attorneys on the day of the sale and prior to the signature of the condition of sale.

2. The property is to be sold voetstoots in terms of the Magistrates' Courts Act and subject to the provisions of the title deeds.

3. The full conditions of the sale may be inspected at Plaintiff's attorneys offices and will be read out by the auctioneer at the sale.

Dated at King William's Town on this 18th day of July 1995.

P. G. Wood, for Hutton & Cook, Plaintiff's Attorneys, The Arches, Taylor Street, King William's Town. (Ref. P. G. Wood/at.)

Saak 13862/95

IN DIE LANDDROSHOF VIR DIE DISTRIK PORT ELIZABETH GEHOU TE TODDKAMERS, TODDSTRAAT, PORT ELIZABETH

In die saak tussen **Saambou Bank Beperk,** Eiser, en **Jacob Speelman,** Eerste Verweerder, en **Anita Speelman,** Tweede Verweerder

Ter uitvoering van 'n vonnis van die bogemelde Agbare Hof gedateer 16 Mei 1995, sal die hiernabeskrewe vaste eiendom in eksekusie verkoop word op 1 September 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 15242, Bethelsdorp, in die munisipaliteit en afdeling Port Elizabeth, groot 300 vierkante meter, gehou kragtens Transportakte T32499/93, ook bekend as Mistral Close 16, Bethelsdorp, Uitbreiding 32, Port Elizabeth.

Die volgende inligting word verstrek, maar niks word gewaarborg nie: Die eiendom is verbeter deur die oprigting van 'n woonhuis bestaande uit sitkamer, twee slaapkamers, badkamer en kombuis.

Die eiendom kan geïnspekteer word in oorleg met die Balju van die Landdroshof, Port Elizabeth-Wes. (Tel. 54-4330.)

Betaalvoorwaardes: Tien persent (10%) van die koopprys moet onmiddellik na die veiling tesame met die afslaers en/of balju kommissie betaal word. De balans-koopprys is betaalbaar teen oordrag en moet verseker word deur 'n waarborg goedgekeur deur die Eiser se prokureur en wat aan hom binne veertien (14) dae na die verkoping verskaf moet word.

Verkoopvoorwaardes: Die volledige verkoopvoorwaardes lê ter insae by die Balju van die Landdroshof, Port Elizabeth-Wes. (Tel. 54-4330.)

Datum: 27 Julie 1995.

Greyvensteins Ing., St George Huis, Parkrylaan 104, Port Elizabeth. (Verw. H. le Roux/sh/Z00099.)

Case 2043/94

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

In the matter between **Mrs Stoffels,** trading as Des Pave, Execution Creditor, and **Miss D. Arendse,** Execution Debtor

The following property will be sold voetstoots and without reserve in execution by public auction outside the Court-house, Goodwood, to the highest bidder on 30 August 1995 at 11:00:

Erf 27456, Goodwood, in extent five hundred and three (503) square metres.

Address: 15 Dyke Close, Elsie's River.

Conditions of sale:

1. The following information is furnished but not guaranteed: Tile roof, brick walls, lounge, dining-room, kitchen, three bedrooms, bathroom and separate toilet.

2. The full and complete conditions of sale will lie for inspection at the offices of the Sheriff of the Court.

3. Payment shall be effected as follows: Ten per cent (10%) of the purchase price on the day of the sale and the balance together with interest thereon at the rate of sixteen per cent (16%) per annum 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.

W. D. Baxter, for Buchanan Boyes, 64 Church Street, Wynberg.

Case 5248/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF THE CAPE HELD AT CAPE TOWN

In the matter between **The Standard Bank of South Africa Limited,** Plaintiff, and **David Wilcocks van der Lingen,** Defendant

In execution of a judgment of the Magistrate's Court in the above-mentioned suit, a sale without reserve will be held at 408 Gatwick, Skyways, Constitution Street, Cape Town, on Tuesday, 5 September 1995 at 09:30, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff for the Magistrate's Court, Mandatum House, Barrack Street, Cape Town:

a. Section 189, as shown and more fully described on Sectional Plan 149/1985 (110/1984) in the building or buildings known as Skyways situated at Zonnebloem in the Municipality of Cape Town, of which 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 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 and situated at 408 Gatwick, Skyways, Constitution Street, Cape Town.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: A 75 square metre main dwelling consisting of an entrance hall, lounge, dining-room, kitchen, two bedrooms and a bathroom with a water closet.

Terms:

1. 10% (ten per centum) of the purchase price in cash on the day of sale, the balance payable against registration of transfer, to be secured by a bank or building society or other acceptable guarantee to be furnished within fourteen (14) days from the date of sale.

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

Dated at Cape Town this 17th day of September 1995.

W. D. Inglis, for William Inglis, Plaintiff's Attorneys, 17 Marconi Road, Montague Gardens. (Ref. W. D. Inglis/cs/S511/1546.) [Tel. (021) 52-5138.)

Case 15502/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

In the matter between **Municipality of Cape Town,** Plaintiff, and **Aldrin Mark Koopman,** Defendant

The following will be sold in execution on 5 September 1995 at 09:00, in front of the Magistrate's Court for the District of Mitchells Plain South to the highest bidder:

Erf 12727 (portion of Erf 7297), Mitchells Plain, 235 (two hundred and thirty-five) square metres, held by Deed of Transfer T61603/92, situated at 4 Jupiter Street, Rocklands, Mitchells Plain.

1. The following improvements are reported but not guaranteed: Dwelling, three bedrooms, bathroom/toilet, kitchen and lounge.

2. *Payment:* Ten per centum (10%) of the purchase price must be paid in cash or by bank guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 18,5% (eighteen comma 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 offices of the Sheriff.

C. & A. Friedlander Inc., Third Floor, Reader's Digest House, Strand Street, Cape Town, 8001.

Case 3161/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

In the matter between **Municipality of Cape Town,** Plaintiff, and **Sydney Allan Africa,** Defendant

The following will be sold in execution on 5 September 1995 at 09:00, in front of the Magistrate's Court for the District of Mitchells Plain South, to the highest bidder:

Erf 11924 (portion of Erf 72960), Mitchells Plain, 207 (two hundred and seven) square metres, held by Deed of Transfer T69524/1989, situated at 12 Argo Street, Rocklands, Mitchells Plain.

1. The following improvements are reported but not guaranteed: Dwelling, three bedrooms, bathroom/toilet, kitchen and lounge.

2. *Payment:* Ten per centum (10%) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 18,5% (eighteen comma 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 offices of the Sheriff.

C. & A. Friedlander Inc., Third Floor, Reader's Digest House, Strand Street, Cape Town, 8001.

Case 7059/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

In the matter between **Municipality of Cape Town,** Plaintiff, and **Desmond Albertus,** Defendant

The following will be sold in execution on 5 September 1995 at 10:00, in front of the Magistrate's Court, for the District of Mitchells Plain, to the highest bidder:

Erf 17680 (portion of Erf 17117), Mitchells Plain, 179 (one hundred and seventy-nine) square metres, held by Deed of Transfer T31141/91, situated at 14 Rooikrantz Street, Lentegeur, Mitchells Plain.

1. The following improvements are reported but not guaranteed: Dwelling: A semi-attached tiled roof dwelling with brick walls consisting of kitchen, lounge, toilet/bathroom and three bedrooms.

2. *Payment:* Ten per centum (10%) of the purchase price must be paid in cash or by bank guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 18,5% (eighteen comma 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 offices of the Sheriff.

C. & A. Friedlander Inc., Third Floor, Reader's Digest House, Strand Street, Cape Town, 8001.

Case 19484/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

In the matter between **Municipality of Cape Town,** Plaintiff, and **Steven James Derek Wolmarans,** Defendant

The following will be sold in execution on 5 September 1995 at 10:00, in front of the Magistrate's Court for the District of Mitchells Plain North, to the highest bidder:

Erf 20654 (portion of Erf 35334), Mitchells Plain, 300 (three hundred) square metres, held by Deed of Transfer T42147/87, situated at 30 Angel Crescent, Woodlands, Mitchells Plain.

1. The following improvements are reported but not guaranteed: Dwelling: Single dwelling under asbestos tiled roof consisting of three bedrooms, dining-room, lounge, kitchen and bathroom/toilet.

2. *Payment:* 10% (ten per centum) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 18,5% (eighteen comma 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 offices of the Sheriff.

C. & A. Friedlander Inc., Third Floor, Reader's Digest House, Strand Street, Cape Town, 8001.

Case 15378/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

In the matter between **Municipality of Cape Town,** Plaintiff, and **Moegamat Armien Jordan,** Defendant

The following will be sold in execution on 5 September 1995 at 10:00, in front of the Magistrate's Court for the District of Mitchells Plain North, to the highest bidder:

Erf 17847 (portion of Erf 17117), Mitchells Plain, 140 (one hundred and forty) square metres, held by Deed of Transfer T4661/89, situated at 30 Klapperbos Street, Lentegeur, Mitchells Plain.

1. The following improvements are reported but not guaranteed: Dwelling: A semi-detached tiled roof dwelling with kitchen, lounge, toilet/bathroom and three bedrooms.

2. *Payment:* 10% (ten per centum) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 18,5% (eighteen comma 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 offices of the Sheriff.

C. & A. Friedlander Inc., Third Floor, Reader's Digest House, Strand Street, Cape Town, 8001.

Case 12639/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF CAPE TOWN HELD AT CAPE TOWN

In the matter between **Municipality of Cape Town,** Plaintiff, and **Southey Brothers CC,** Defendant

The following will be sold in execution on 5 September 1995 at 09:00, in front of the Magistrate's Court for the District of Cape Town, to the highest bidder:

Erf 25946, Cape Town at Observatory, 223 (two hundred and twenty-three) square metres, held by Deed of Transfer T8306/92, situated at 259 Lower Main Road, Observatory.

1. The following improvements are reported but not guaranteed: Dwelling.

2. *Payment:* 10% (ten per centum) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 18,5% (eighteen comma 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 offices of the Sheriff.

C. & A. Friedlander Inc., Third Floor, Reader's Digest House, Strand Street, Cape Town, 8001.

Case 19064/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

In the matter between **Municipality of Cape Town,** Plaintiff, and **Jacob Jacobus Carolus,** Defendant

The following will be sold in execution on 5 September 1995 at 10:00, in front of the Magistrate's Court for the District of Mitchells Plain North, to the highest bidder:

Erf 26025 (portion of Erf 21743), Mitchells Plain, 155 (one hundred and fifty-five) square metres, held by Deed of Transfer T8127/1991, situated at 2 Cornflower Street, Lentegeur, Mitchells Plain.

1. The following improvements are reported but not guaranteed: Dwelling: Brick dwelling under tiled roof consisting of kitchen, lounge, three bedrooms and toilet/bathroom.

2. *Payment:* 10% (ten per centum) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 18,5% (eighteen comma 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 offices of the Sheriff.

C. & A. Friedlander Inc., Third Floor, Reader's Digest House, Strand Street, Cape Town, 8001.

Case 13132/94

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

In the matter between **The Municipality of the City of Cape Town,** Judgment Creditor, and **S. Abdullah,** Judgment Debtor

The property described hereunder will be sold at the Court-house, Wynberg Magistrate's Court, Church Street, Wynberg, on Monday, 18 September 1995 at 10:00, viz:

Certain piece of land situated at Cape Town, in the Municipality of Cape Town, Cape Division, Erf 674, measuring 987 square metres, held by the Execution Debtor under Deed of Transfer T30587/1987, dated 9 July 1987, popularly known as 13 Buck Road, Pelican Park.

The property consists of double storey dweling of bricks walls under a slate roof, consisting of three bedrooms, kitchen, lounge, two bathrooms, two toilets, study and double garage.

The property will be sold to the highest bidder, voetstoots and without warranty of possession, the price payable either in cash on sale or as to ten per cent (10%) of the price in cash on sale and the balance against transfer plus interest on any unpaid balance at the rate of 16,25% (sixteen comma two five per cent) from the date of sale, such balance to be secured by an approved guarantee for payment thereof within six (6) days of sale.

The buyer shall pay—

(a) auctioneer's charges, costs of advertising and all other costs, charges and arrear rates, if any, necessary to enable transfer to be given;

(b) insure the property against damage by fire;

(c) be liable on cancellation in case of default for damages including wasted costs.

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

Fairbridge Arderne & Lawton, Attorneys for Plaintiff, Fourth Floor, Main Tower, Standard Bank Centre, Heerengracht, Cape Town, 8001. (Tel. 21-5120.) (Ref. Mrs Castle/M1959.)

Case 7204/94

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

In the matter between **The Municipality of the City of Cape Town,** Judgment Creditor, and **Luckmaur Property Investments CC,** Judgment Debtor

The property described hereunder will be sold at 66 Friesland Crescent, Montana, on Monday, 11 September 1995 at 12:00, viz:

Certain piece of land situated at Cape Town, in the Municipality of Cape Town, Cape Division, Erf 113091, measuring 660 (six hundred and sixty) square metres, held by the Execution Debtor under Deed of Transfer T63512/1988, dated 2 November 1988, popularly known as 66 Friesland Crescent, Montana.

The property consists of dwelling of brick walls under a tiled roof, consisting of lounge, dining-room, open plan kitchen, three bedrooms, bathroom, separate toilet, store-room, two servants' rooms, two garages, swimming-pool and study room.

The property will be sold to the highest bidder, voetstoots and without warranty of possession, the price payable either in cash on sale or as to ten per cent (10%) of the price in cash on sale and the balance against transfer plus interest on any unpaid balance at the rate of 16,25% (sixteen comma two five per cent) from the date of sale, such balance to be secured by an approved guarantee for payment thereof within six (6) days of sale.

The buyer shall pay—

(a) auctioneer's charges, costs of advertising and all other costs, charges and arrear rates, if any, necessary to enable transfer to be given;

(b) insure the property against damage by fire;

(c) be liable on cancellation in case of default for damages including wasted costs.

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

Fairbridge Arderne & Lawton, Attorneys for Plaintiff, Fourth Floor, Main Tower, Standard Bank Centre, Heerengracht, Cape Town, 8001. (Tel. 21-5120.) (Ref. Mrs Castle/M2031.)

Saak 42328/92

IN DIE LANDDROSHOF VIR DIE DISTRIK WYNBERG GEHOU TE WYNBERG

In die saak tussen **NBS Bank Beperk,** Eiser, en **G. Narker,** Verweerder

Ingevolge 'n vonnis van die Landdroshof te Wynberg, gedateer 6 Augustus 1993 en 'n lasbrief tot beslaglegging van onroerende eiendom word die eiendom hieronder beskryf, by die perseel te p.a. Landdroskantoor, Wynberg, per publieke veiling te koop aangebied op 4 September 1995 om 10:00:

Erf 35486, Kaapstad, ook bekend as Ruthstraat 92, Rylands Estate, Athlone, afdeling Kaap, groot 496 vierkante meter, gehou kragtens Transportakte T2371/82.

Voorwaardes:

1. Die eiendom sal deur die afslaer en/of Balju Landdroshof van Wynberg 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 20% (twintig persent) per jaar op die balans van die koopprys, vanaf die verloop van een maand na die verkoping tot datum van transport.

4. Die koper moet afslaersgelde op die dag van die verkoping betaal, asook hereregte, transportkoste en agterstallige belastings en ander uitgawes wat nodig is om transport te laat geskied op versoek van die prokureur van die Vonnisskuldeiser asook Belasting op Toegevoegde Waarde (BTW).

En verder onderworpe aan die veilingvoorwaardes wat uitgelees sal word ten tye van die veiling, en wat ter insae sal lê by die kantoor van die Balju Landdroshof, Wynberg, en by die kantoor van die ondergemelde Bill Tolken Hendrikse & Vennote, Prokureurs van Eiser, Sarel Cilliersstraat 1, Bellville.

Datum: 20 Julie 1995.

Bill Tolken Hendrikse & Vennote, Posbus 687, Sanlamhof, 7532. (Verw. mev. Swart/ENN200.)

Case 15375/95

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT ELIZABETH HELD AT PORT ELIZABETH

In the matter between **NBS Bank Limited,** Plaintiff, and **Thembisile Alfred Baadtjies,** Defendant

In pursuance of a judgment in the Court for the Magistrate of Port Elizabeth, dated 23 May 1995 and a writ of execution dated 23 May 1995, the property listed hereunder will be sold in execution on Friday, 25 August 1995 at 14:15, at the front entrance of the New Law Courts, North End, Port Elizabeth:

Certain 1727 Fairview, in the Municipaity and Division of Port Elizabeth, measuring 768 (seven hundred and sixty-eight) square metres, situated at 14 Gustav Preller Street, Overbaakens, Port Elizabeth.

Improvements: Although not guaranteed, it consists of single storey, brick under tile private dwelling with fitted carpets, lounge/diningroom, two bedrooms, one and a half bathrooms, shower, two w.c.'s and garage.

Material conditions of sale:

1. The property shall be sold voetstoots without reserve and to the highest bidder, and shall be subject to the conditions of sale, the terms of the Magistrates' Courts Act and the rules made thereunder and of the title deeds, in so far as these are applicable.

2. Ten per cent (10%) of the purchase price shall be paid on signature of the conditions of sale and the balance plus 19,25% (nineteen comma two five per cent) interest thereon per annum shall be secured within fourteen (14) days by a bank or other suitable guarantee payable against registration of transfer.

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

Dated at Port Elizabeth this 10th day of July 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 41679/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT ELIZABETH HELD AT PORT ELIZABETH

In the matter between **NBS Bank Limited,** Plaintiff, and **John Taylor Hewitt,** First Defendant, and **Marieta Rosa Hewitt,** Second Defendant

In pursuance of a judgment in the Court for the Magistrate of Port Elizabeth dated 30 January 1995 and a writ of execution dated 10 February 1995, the property listed hereunder will be sold in execution on Friday, 25 August 1995 at 14:15, at the front entrance of the New Law Courts, North End, Port Elizabeth:

Certain Erf 1165, Westering, Municipality and Division of Port Elizabeth, measuring 843 (eight hundred and forty-three) square metres, situated at 96 Van Riebeeck Street, Westering, Port Elizabeth.

Improvements: Although not guaranteed, it consists of single storey, brick under tile private dwelling with fitted carpets, lounge, family room, dining-room, four bedrooms, two bathrooms, shower, two w.c.'s, garage and carport, and with pool and concrete boundary walls.

Material conditions of sale:

1. The property shall be sold voetstoots without reserve and to the highest bidder, and shall be subject to the conditions of sale, the terms of the Magistrates' Courts Act and the rules made thereunder and of the title deeds, in so far as these are applicable.

2. Ten per cent (10%) of the purchase price shall be paid on signature of the conditions of sale and the balance plus 18,25% (eighteen comma two five per cent) interest thereon per annum shall be secured within fourteen (14) days by a bank or other suitable guarantee payable against registration of transfer.

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

Dated at Port Elizabeth this 10th day of July 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 15557/95

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT ELIZABETH HELD AT PORT ELIZABETH

In the matter between **NBS Bank Limited,** Plaintiff, an **Henry James Kitchner Hatha,** First Defendant, and **Miriam Hatha,** Second Defendant

In pursuance of a judgment in the Court for the Magistrate of Port Elizabeth, dated 26 May 1995 and a writ of execution dated 31 May 1995, the property listed hereunder will be sold in execution on Friday, 25 August 1995 at 14:15, at the front entrance of the New Law Courts, North End, Port Elizabeth:

Certain Erf 14258, Bethelsdorp, in the Municipality and Division of Port Elizabeth, measuring 540 (five hundred and forty) square metres, situated at 5 Fontein Street, Bethelsdorp Extension 10, Port Elizabeth.

Improvements: Although not guaranteed, it consists of single storey, block under tile, private dwelling with lounge, dining-room, kitchen, three bedrooms, bathroom, w.c. and with fenced boundary.

Material conditions of sale:

1. The property shall be sold voetstoots without reserve and to the highest bidder, and shall be subject to the conditions of sale, the terms of the Magistrates' Courts Act and the rules made thereunder and of the title deeds, in so far as these are applicable.

2. Ten per cent (10%) of the purchase price shall be paid on signature of the conditions of sale and the balance plus 19,25% (nineteen comma two five per cent) interest thereon per annum shall be secured within fourteen (14) days by a bank or other suitable guarantee payable against registration of transfer.

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

Dated at Port Elizabeth this 10th day of July 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 11680/95

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT ELIZABETH HELD AT PORT ELIZABETH

In the matter between **NBS Bank Limited,** Plaintiff, and **Hendrik Stefanus van der Merwe,** Defendant

In pursuance of a judgment in the Court for the Magistrate of Port Elizabeth, dated 10 May 1995 and a writ of execution dated 1 June 1995, the property listed hereunder will be sold in execution on Friday, 25 August 1995 at 14:15, at the front entrance of the New Law Courts, North End, Port Elizabeth:

Certain Section 2 as shown and more fully described on Sectional Plan SS349/94, in the scheme known as Ravenwood, in respect of the land and building or buildings situated at Lorraine, in the Municipality and Division of Port Elizabeth, of which the floor area, according to the said sectional plan, is 64 (sixty-four) square metres in extent, situated at Flat 2, Ravenwood, Lorraine, Port Elizabeth.

Improvements: Although not guaranteed, the section is a maisonette consisting of lounge, kitchen, three bedrooms, one and a half bathrooms, shower, two w.c.'s and with parking area.

Material conditions of sale:

1. The property shall be sold voetstoots without reserve and to the highest bidder, and shall be subject to the conditions of sale, the terms of the Magistrates' Courts Act and the rules made thereunder and of the title deeds, in so far as these are applicable.

2. Ten per cent (10%) of the purchase price shall be paid on signature of the conditions of sale and the balance plus 19,25% (nineteen comma two five per cent) interest thereon per annum shall be secured within fourteen (14) days by a bank or other suitable guarantee payable against registration of transfer.

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

Dated at Port Elizabeth this 10th day of July 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 24391/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT ELIZABETH HELD AT TODD CHAMBERS, TODD STREET, PORT ELIZABETH

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Thomas Ruiters,** Defendant

In pursuance of a judgment in the Court of the Magistrate of the District of Port Elizabeth, dated 22 September 1994, the property listed hereunder will be sold in execution on Friday, 25 August 1995 at 14:15, at the front entrance to the New Law Courts, Main Street, North End, Port Elizabeth:

Erf 5608, Bethelsdorp, in the Municipality and Division of Port Elizabeth, measuring 943 (nine hundred and forty-three) square metres, situated at 15 Doreen Crescent, Cleary Estate, Port Elizabeth.

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

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

Brown Braude & Vlok Inc., Plaintiff's Attorneys, Hancocks House, 317 Cape Road, Newton Park, Port Elizabeth. (Ref. D. C. Baldie/ah.)

Saak 723/93

IN DIE LANDDROSHOF VIR DIE DISTRIK BARKLY-WES GEHOU TE BARKLY-WES

In die saak tussen **A. de Kock,** Vonnisskuldeiser, en **Dirk Snyders,** Vonnisskuldenaar

As gevolg van 'n vonnis van die Landdroshof, Barkly-Wes, en 'n lasbrief vir eksekusie gedateer 18 Julie 1994, sal die volgende eiendom verkoop word in eksekusie op 30 Augustus 1995 om 10:00, by die Landdroskantoor, te Barkly-Wes:

Erf 1570, geleë in die dorp en distrik Barkly-Wes, groot 350 (driehonderd-en-vyftig) vierkante meter, gehou kragtens Akte van Transport T6996/1993.

Terme: 10% (tien persent) van die koopprys in kontant insluitende alle kostes in verband met die verkoping, advertensie-koste asook enige belastings en die balans teen transport sal verseker moet word deur 'n goedgekeurde bank- of bouvereniging-waarborg binne 10 dae na datum van verkoping.

Afslaerskommissie teen 5% (vyf persent) op die bruto verkoopsprys is op die datum van verkoop betaalbaar, asook enige agterstallige belastings.

C. M. de Bruyn & Vennote, Posbus 140, Campbellstraat 9, Barkly-Wes, 8375.

Case 2921/94

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

In the matter between **Nedcor Bank Beperk,** voorheen Nedperm Bank Beperk, Plaintiff, and **Abraham Hermanus Esau,** married in community of property to Anna Magrieta Esau, Defendant

In terms of a judgment given in the Magistrate's Court at Strand on 7 October 1994, and under a warrant of execution issued thereafter, the following immovable property known as:

Erf 17796, Strand, in the Municipality of the Strand, Division of Stellenbosch, Western Cape Province, measuring 192 square metres, held by Deed of Transfer T57692/91, also known as 11 Cassies Street, Strand, will be sold in execution on 6 September 1995 at 11:00, at 11 Cassies Street, Strand, in terms of the conditions of sale, which will be read out immediately before the sale is held and which may be inspected at the offices of the Sheriff of the Court, Strand, and the undersigned.

The material terms of the sale are as follows:

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act, and the rules made thereunder.

2. The purchaser shall pay 10% (ten per cent) of the purchase price immediately after the sale and will provide a bank or building society guarantee acceptable to the Judgment Creditor's attorneys providing for payment within 14 days of the balance of the purchase price and interest.

3. The purchaser shall be liable for payment of all arrear rates and penalties and other charges (inclusive of collection commission) in respect of the immovable property as also payment of interest to the Execution Creditor and to the bondholder.

4. Without guaranteeing anything, it is alleged that the property is improved in the following manner: Two bedrooms, bathroom and toilet, kitchen and lounge.

Dated at Somerset West this 17th day of July 1995.

P. du Toit, for Morkel & De Villiers Inc., Second Floor, Boland Bank Building, 139 Main Street, Somerset West; P.O. Box 12, Somerset West, 7129. [Tel. (024) 51-2928.]

Saak 11542/93

IN DIE LANDDROSHOF VIR DIE DISTRIK KUILSRIVIER GEHOU TE KUILSRIVIER

In die saak tussen **ABSA Bank Bpk.**, Eiser, en **Jim Jacobs,** Verweerder

Ingevolge 'n vonnis gelewer op 5 Oktober 1993, in die Kuilsrivier Landdroshof, en 'n lasbrief van eksekusie daarna uitgereik, word die eiendom hieronder beskryf in eksekusie verkoop op 30 Augustus 1995 om 10:00, te Albatrosstraat 33, Stratford, Eersterivier, aan die hoogste bieër, met geen reserweprys:

Beskrywing: Erf 481, Eersterivier, in die plaaslike gebied van Blue Downs, en afdeling Stellenbosch, groot vierhonderd ses-en-negentig (496) vierkante meter, gehou kragtens Akte van Transport T13991/1991.

Straatadres: Albatrosstraat 33, Stratford, Eersterivier.

Die volgende inligting word aangegee, maar is nie gewaarborg nie: Die eiendom bestaan uit drie slaapkamers, kombuis, toilet/badkamer, sitkamer en enkelgarage.

Die voorgenoemde geregtelike verkoping sal onderhewig wees aan die voorwaardes van verkoping wat geïnspekteer kan word by die kantore van die Balju van die Landdroshof te Northumberlandweg 29, Bellville.

Gedateer te Bellville op hede die 6de dag van Julie 1995.

A. der Kinderen, Sesde Verdieping, Saambougebou, Kruskallaan 14, Bellville, 7530; Posbus 393, Bellville, 7535. [Tel. (021) 948-7400.] (Verw. ADK/mev. Van Eyssen/29.1076.)

Saak 3327/95

IN DIE LANDDROSHOF VIR DIE DISTRIK KUILSRIVIER GEHOU TE KUILSRIVIER

In die saak tussen **ABSA Bank Beperk,** Eiser, en **mnr.** en **mev. Devajee,** Verweerders

Ingevolge 'n vonnis gelewer op 17 Mei 1995, in die Kuilsrivier Landdroshof en 'n lasbrief van eksekusie daarna uitgereik, word die eiendom hieronder beskryf in eksekusie verkoop op 28 Augustus 1995 om 10:00, te Abraham Riddlestraat 11, Kleinvlei, aan die hoogste bieër, met geen reserweprys:

Beskrywing: Erf 1382, Kleinvlei, in die gebied van die Metropolitaanse Oorgangsubstruktuur Melton Rose/Blue Downs, en afdeling Stellenbosch provinsie Wes-Kaap, groot vierhonderd drie-en-sewentig (473) vierkante meter, gehou kragtens Akte van Transport T76158/94, straatadres Abraham Riddlestraat 11, Kleinvlei.

Die volgende inligting word aangegee, maar is nie gewaarborg nie: Die eiendom bestaan uit drie slaapkamers, sitkamer, kombuis en bad/toilet.

Die voorgenoemde geregtelike verkoping sal onderhewig wees aan die voorwaardes van verkoping wat geïnspekteer kan word by die kantore van die Balju van die Landdroshof te Northumberlandstraat 29, Bellville.

Gedateer te Bellville op hede die 10de dag van Julie 1995.

A. der Kinderen, Sesde Verdieping, Saambougebou, Kruskallaan 14, Bellville, 7530; Posbus 393, Bellville, 7535. [Tel. (021) 948-7400.]

Saak 1453/95

IN DIE LANDDROSHOF VIR DIE DISTRIK GOODWOOD GEHOU TE GOODWOOD

In die saak tussen **ABSA Bank Beperk,** Eiser, en **Mnr.** en **Mev. Booysen,** Verweerders

Ingevolge 'n vonnis gelewer op 2 Maart 1995, in die Goodwood Landdroshof en 'n lasbrief van eksekusie daarna uitgereik word die eiendom hieronder beskryf in eksekusie verkoop op 30 Augustus 1995 om 11:30, te Skoolstraat 7, Cravenby Estate, Elsiesrivier, aan die hoogste bieër, met geen reserweprys:

Beskrywing: Erf 22223, Goodwood, in die gebied van die Metropolitaanse Oorgangsubstruktuur Goodwood, en afdeling Kaap Wes-Kaap provinsie, groot tweehonderd nege-en-veertig (249) vierkante meter, gehou kragtens Akte van Transport T7954/94, straatadres Skoolstraat 7, Cravenby Estate, Elsiesrivier.

Die volgende inligting word aangegee, maar is nie gewaarborg nie: Die eiendom bestaan uit 'n slaapkamer, sitkamer, kombuis en badkamer.

Die voorgenoemde geregtelike verkoping sal onderhewig wees aan die voorwaardes van verkoping wat geïnspekteer kan word by die kantore van die Balju van die Landdroshof te Eppinglaan, Elsiesrivier.

Gedateer te Bellville op hede die 6de dag van Julie 1995.

A. der Kinderen, Sesde Verdieping, Saambougebou, Kruskallaan 14, Bellville, 7530; Posbus 393, Bellville, 7535. [Tel. (021) 948-7400.]

Case 27582/94

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

In the matter between **The Municipality of the Municipality of the City of Cape Town,** Judgment Creditor, and **Washiela Abass,** Judgment Debtor

The following will be sold in execution in front of the Court-house for the District of Wynberg, on Monday, 28 August 1995 at 10:00, to the highest bidder:

Erf 38246, measuring 496 square metres, held by T12972, situated at Athlone, Cape.

1. The following improvements on the property are reported, but nothing is guaranteed: Single dwelling built of brick walls under tiled roof consisting of three bedrooms, lounge, kitchen, bathroom, toilet and garage.

2. *Payment:* 10% (ten per centum) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 16,25% (sixteen comma two five per cent) Judgment Creditor's claim from the date of sale to the date of transfer] against registration of transfer, which amount are to be secured by approved bank-guaranteed cheque to be delivered within 14 days of the sale.

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

4. The full conditions of sale which will be read out by the Sheriff prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Plaintiff's Attorneys, 8 Riebeek Street, Cape Town. (Ref. 132436/Mrs Wentzel.)

Case 17984/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

In the matter between **The Municipality of Cape Town,** Judgment Creditor, and **Maans Tafel,** Judgment Debtor

The following will be sold in execution at Mitchells Plain, Court-house, for the District of Mitchells Plain, on 3 August 1995 at 10:00, to the highest bidder:

Erf 15154, measuring 201 square metres, held by T39869 dated 26 August 1987, situated at 19 Suikerbos, Lentegeur, Mitchells Plain.

1. The following improvements on the property are reported, but nothing is guaranteed: Kitchen, lounge, three bedrooms, bathroom and toilet.

2. *Payment:* 10% (ten per centum) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 17,5% (seventeen comma five per cent) Judgment Creditor's claim from the date of sale to the date of transfer] against registration of transfer, which amount 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. The full conditions of sale which will be read out by the Messenger prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Plaintiff's Attorneys, 8 Riebeek Street, Cape Town. (Ref. 103278/Liebrandt.)

Case 11537/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

Nedcor Bank Limited *versus* **David Salang Mokete**

The property: Erf 26940, a portion of Erf 24199, Khayelitsha, in the Area of Jurisdiction of the Town Committee of Lingelethu West, Administrative District of the Cape, in extent 237 square metres, situated at Shop 18 (butchery), Tembani Shopping Centre, Khayelitsha. *Improvements* (not guaranteed): Semi-detached business premises consisting of sink, toilet and meat store.

Date of sale: 31 August 1995 at 10:00.

Place of sale: Magistrate's Court, Mitchells Plain.

Material conditions: The sale will be voetstoots, by public auction to the highest bidder, the purchase price herein payable as follows: R2 000 in cash or by bank cheque upon signature of the conditions of sale; 10% (ten per centum) of the purchase price less the sum of R2 000 in cash or by bank cheque on the day of sale, and the balance on transfer together with interest thereon calculated in the manner set out more fully in the conditions of sale and subject to the terms set out in the Conditions of sale which will be read immediately prior to the sale and which are available for inspection at the offices of the Sheriff, Mitchells Plain, Khayelitsha, at Second Floor, The Plain, Allegro Lane, Town Centre, Mitchells Plain.

Dated at Claremont the 29th day of June 1995.

Pincus Matz Marquard, Hugo-Hamman, Attorneys for Judgment Creditor, 13 Main Road, Claremont.

Case 1122/95

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

In the matter between **The Municipality of Cape Town,** Judgment Creditor, and **Raymond Christo Oosthuizen,** Judgment Debtor

The following will be sold in execution in front of the Court-house for the District of Mitchells Plain on Tuesday, 29 August 1995 at 10:00, to the highest bidder:

Erf 26235, measuring 155 square metres, held by T9830.20.02.92, situated at 16 Delphinium Street, Lentegeur, Mitchells Plain, Cape.

1. The following improvements on the property are reported, but nothing is guaranteed: Three bedrooms, lounge, kitchen, bathroom and toilet.

2. *Payment:* Ten per centum (10%) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 15,5% (fifteen comma five percentum) Judgment Creditor's claim from the date of sale to the date of transfer] against registration of transfer, which amount are to be secured by approved bank-guaranteed cheque to be delivered within 14 days of the sale.

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

4. The full conditions of sale which will be read out by the Sheriff prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Plaintiff's Attorneys, 8 Riebeek, Cape Town. (Ref. 105770.)

Case 12147/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

In the matter between **First National Bank of S.A. Limited,** Plaintiff, and **Stewart Louwege George,** and **Johanna Lydia George,** Defendant

In execution of the Judgment of the Magistrate's Court for the District of Kuils River in the above matter, a sale will be held in front of the premises situated at 40 Mirage Avenue, Constantia Park, Kleinvlei, on 28 August 1995 at 09:15, of the following property:

Erf 4278, Eersterivier, in the Local Area of Blue Downs, Division of Stellenbosch, Western Cape Province; in extent three hundred and seventy-three (373) square metres, held by Deed of Transfer T28934/1991.

The property consists of single brick dwelling under asbestos roof comprising: Two bedrooms, lounge, kitchen and bathroom/toilet.

1. The sale is subject to the provisions 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/s. The highest bidder shall be the purchaser subject to the provisions of section 66 of the above Act.

2. The purchase price shall be paid in cash or by means of a bank-marked cheque and immediately after the property is declared to be sold. The purchaser may, however, at his/her option pay a deposit of ten per centum (10%) of the purchase price immediately and the balance against registration of transfer, in which event he/she will be liable for interest on the balance of the purchase price.

3. The sale will be subject to further conditions which will be read out immediately prior to the sale and which may be inspected at the offices of the Sheriff of the Court, Kuils River.

Esau Shapiro, Isaacson & Burman Inc., Plaintiff's Attorneys, 145 Main Road, Claremont.

Case 15956/94

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

In the matter between **The Municipality of Cape Town,** Judgment Creditor, and **Grace Betty Pretorius,** Judgment Debtor

The following will be sold in execution in front of the Court-house for the District of Wynberg on Monday, 28 August 1995 at 10:00, to the highest bidder:

Erf 71381, measuring 502 square metres, held by T36605.5.5.93, situated at 9 Coronation Avenue, Plumstead, Cape.

1. The following improvements on the property are reported, but nothing is guaranteed: Single dwelling brick wall under tiled roof, three bedrooms, lounge, kitchen, bathroom, toilet and 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 15,5% (fifteen comma five per centum) Judgment Creditor's claim from the date of sale to the date of transfer] against registration of transfer, which amount are to be secured by approved bank-guaranteed cheque to be delivered within 14 days of the sale.

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

4. The full conditions of sale which will be read out by the Sheriff prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Plaintiff's Attorneys, 8 Riebeek, Cape Town.

Case 7459/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF CAPE TOWN HELD AT CAPE TOWN

In the matter between **The Municipality of Municipality of Cape Town,** Judgment Creditor, and **Ernest Wilfred Thompson,** Judgment Debtor

The following will be sold in execution in front of the Court House for the District of Wynberg, on Monday, 28 August 1995, at 10:00, to the highest bidder:

Erf 121653, measuring 274 square metres, held by T35322.20-06-90, situated at 12 Ivo Chunnett Street, Retreat, Cape.

1. The following improvements on the property are reported , but nothing is guaranteed: Brick dwelling, two bedrooms, kitchen and toilet (outside).

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 15,5% (fifteen comma five per centum) Judgment Creditor's claim from the date of sale to the date of transfer] against registration of transfer, which amount are to be secured by a approved bank-guaranteed cheque to be delivered within 14 days of the sale.

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

4. The full conditions of sale which will be read out by the Sheriff prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Plaintiff's Attorneys, 8 Riebeeck, Cape Town. (Ref. 106366/Mrs Liebrandt.)

Saak 4805/94

IN DIE LANDDROSHOF VIR DIE DISTRIK STRAND GEHOU TE STRAND

In die saak tussen **Ottavia Beheerliggaam,** Eiser, en **G. J. P. Olivier,** Verweerder

Geliewe kennis te neem dat die volgende eiendom op Woensdag, 30 Augutus 1995, om 10:00, deur die Balju, Landdroshof, Strand, geregtelik te koop aangebied sal word op die perseel geleë te:

Eenhede 17 en 23, Ottaviahof, Strand, geleë in die munisipaliteit Strand, groot 92 (twee-en-negentig) vierkante meter, geleë te Hoofweg, Strand, gehou kragtens Transportakte SB2376/1994 en onderhewig aan die voorwaardes daarin vervat.

'n Deposito van tien persent (10%) op die koopsom is in kontant of by wyse van 'n bank- of bouvereniginggewaarborgde tjek by die veiling betaalbaar aan die Balju van die Hof en die balans [plus rente teen 'n koers van 15,5% (vyftien komma vyf persent) per jaar bereken op die Vonnisskuldeiser se eis van datum van verkoop tot datum van transport] teen registrasie van die transport, welke bedrae gewaarborg moet wees deur 'n aanvaarde bank- of bouverenigingwaarborg, welke waarborg binne veertien (14) dae na die veiling aan eiser se aktebesorgers gelewer moet word.

Die veilingsvoorwaardes lê ter insae by die Balju van die Landdroshof, Strand, en sal ook onmiddellik voor die veiling uitgelees word.

Gedateer te Strand op hierdie 12de dag van Julie 1995.

Daantjie Malan Ing., Prokureur vir Eiser, Luntzgebou 5, hoek van Kus- en Hoofweg, Strand.

Case 4933/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

In the matter between **The Municipality of the Municipality of the City of Cape Town,** Judgment Creditor, and **Francois Arnoldus Moses,** Judgment Debtor

The following will be sold in execution in front of the Court House for the District of Mitchells Plain, on Monday, 28 August 1995, at 09:00, to the highest bidder:

Erf 41886, measuring 240 square metres, held by Deed of Transfer T49776 dated 10-08-1992, situated at 27 Waterberg, Tafelsig, Mitchells Plain, Cape.

1. The following improvements on the property are reported , but nothing is guaranteed: Unknown.

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 15,5% (fifteen comma five per centum) Judgment Creditor's claim from the date of sale to the date of transfer] against registration of transfer, which amount are to be secured by a approved bank-guaranteed cheque to be delivered within 14 days of the sale.

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

4. The full conditions of sale which will be read out by the Sheriff prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Plaintiff's Attorneys, 8 Riebeeck, Cape Town.

Case 5147/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

In the matter between **The Municipality of Cape Town,** Judgment Creditor, and **Mogamat Faaiz Salie,** Judgment Debtor

The following will be sold in execution in front of the Court House for the District of Mitchells Plain, on Monday, 28 August 1995, at 09:00, to the highest bidder:

Erf 12037, measuring 160 square metres, held by T63042 / 06-10-92, situated at Mitchells Plain, Cape.

1. The following improvements on the property are reported , but nothing is guaranteed: Three bedrooms, bathroom and toilet, kitchen and lounge.

2. *Payment:* Ten per centum (10%) of the purchase price must be paid in cash or by bank guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 16,25% (sixteen comma two five per centum) Judgment Creditor's claim from the date of sale to the date of transfer] against registration of transfer, which amount are to be secured by a approved bank-guaranteed cheque to be delivered within 14 days of the sale.

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

4. The full conditions of sale which will be read out by the Sheriff prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Plaintiff's Attorneys, 8 Riebeeck, Cape Town. (Ref./132515/Liebrandt.)

Saak 9042/94

IN DIE LANDDROSHOF VIR DIE DISTRIK WYNBERG GEHOU TE WYNBERG

In die saak tussen **ABSA Bank Bpk.**, Eksekusieskuldeiser, en **M A Gierdien,** Eksekusieskuldenaar

Ingevolge uitspraak van die Landdros van Wynberg, en lasbrief vir eksekusie teen goed gedateer 1 Junie 1994, sal die ondervermelde eiendomme op 4 September 1995 om 10:00, te (a) Pacificstraat 26, Eersterivier; (b) Atlanticstraat 29, Eersterivier; (c) Atlanticstraat 27, Eersterivier, aan die hoogste bieder geregtelik verkoop word naamlik:

Sekere (a) Erf 4595, (b) Erf 4536 en (c) Erf 4531 Eersterivier, in die plaaslike gebied Eersterivier, in die afdeling Stellenbosch, groot (a) 305 (driehonderd en vyf) vierkante meter, (b) 295 (tweehonderd vyf-en-negentig) vierkante meter, (c) 371 (driehonderd een-en-sewentig) vierkante meter, gehou T41785/1989, bestaande uit leë erwe.

Die voorwaardes van verkoop mag gedurende kantoorure by die kantoor van die Balju vir die Landdroshof te Bellville nagesien word.

Gedateer te Kaapstad op hierdie 20ste dag van Julie 1995.

Jan S. de Villiers & Seun, Prokureurs vir Eiser, 16de Verdieping, BP-sentrum, Thibaultplein 1, Kaapstad.

Saak 9042/94

IN DIE LANDDROSHOF VIR DIE DISTRIK WYNBERG GEHOU TE WYNBERG

In die saak tussen **ABSA Bank Bpk.**, Eksekusieskuldeiser, en **M. A. Gierdien,** Eksekusieskuldenaar

Ingevolge uitspraak van die Landdros van Wynberg, en lasbrief vir eksekusie teen goed gedateer 1 Junie 1994, sal die ondervermelde eiendom op 4 September 1995 om 11:00, te Mediterraneanstraat 7, Alabamalandgoed, aan die hoogste bieder geregtelike verkoop word, naamlik:

Sekere Erf 4560, Eersterivier, in die plaaslike gebied Eersterivier, in die afdeling Stellenbosch, groot 291 (tweehonderd een-en-negentig) vierkante meter, gehou T41785/1989, bestaande uit leë erf.

Gedateer te Kaapstad op hierdie 20ste dag van Julie 1995.

Jan S. de Villiers & Seun, Prokureurs vir Eiser, 16de Verdieping, BP-sentrum, Thibaultplein 1, Kaapstad. (Verw. mev. Pretorius/E10304.)

Case 30401/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT ELIZABETH HELD AT TODD CHAMBERS, TODD STREET, PORT ELIZABETH

In the matter between **G. M. Botha,** Plaintiff, and **A. C. Julies,** Defendant

In pursuance of a judgment of the above Honourable Court dated 30 January 1995, and the warrant of execution dated 3 February 1995, the following property will be sold, voetstoots in execution, without reserve, to the highest bidder on 1 September 1995 at 14:15, at the front entrance of the New Law Courts, North End, Port Elizabeth:

Erf 1184, Gelvandale, in the Municipality and Division of Port Elizabeth, of which half share is held by Defendant under Deed of Transfer T72543/1993, situated at 165 Bell Road, Gelvandale, Port Elizabeth.

Conditions of sale:

The purchase price shall be payable as a deposit in cash of 10% (ten per centum) and the balance against transfer, to be secured by a guarantee approved by the Plaintiff's attorneys within 14 (fourteen) days of sale. The conditions of sale will be read immediately prior to the sale and may be inspected at the offices of the Sheriff, Magistrate's Court, Port Elizabeth.

Dated at Port Elizabeth on this the 25th day of July 1995.

Theo Kitshoff, Attorneys for Plaintiff, 14 Trafalgar Square, North End, Port Elizabeth. (Ref. Mrs Pieterse/an.)

Case 3062/95

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

In the matter between **Phillip Prince,** Plaintiff, and **Joseph Dette,** trading as D & D Enterprises, Defendant

1. On Thursday, 31 August 1995 at 10:00, at 3 Valerie Close, Tuscany Glen, Eerste River, the undermentioned property will be sold in execution of a judgment obtained in the above matter on 24 April 1995.

"Remainder Erf 1092, Blue Downs, in the Transitional Metropolitan Substructure of Melton Rose, Blue Downs, Division of Stellenbosch, Western Cape Province, in extent 378 (three hundred and seventy-eight) square metres".

2. The improvements to the property consists of the following: Single dwelling built with bricks under a tiled roof, consisting of lounge, dining-room, kitchen, store-room, three bedrooms and two bathrooms.

3. *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 guarantee to be furnished within 14 (fourteen) days from the date of sale. The purchaser shall pay the auctioneer's charges on the day of the sale and calculated as follows: 5% (five per centum) of the proceeds of the sale, with a minimum of R50,00 (fifty rand).

4. The conditions of sale may be inspected at the offices of I. J. Hugo, Sheriff of the Magistrate's Court, Kuils River.

Dated at Cape Town this the 12th day of July 1995.

R. S. Sutton, for Ince Wood & Raubenheimer, Plaintiff's Attorneys, Eighth Floor, The Wale Street Chambers, 33 Church Street, Cape Town. (Ref. Coll/SW/Z00049.)

Case 1535/92

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

In the matter between **H. Shah,** Judgment Creditor, and **Eric Dampies,** Judgment Debtor

In pursuance of a judgment in the Magistrate's Court for the District of Paarl, and writ of execution dated 6 April 1995, the following property will be sold in execution at the Court-house, Wellington, on Thursday, 24 August 1995 at 10:00, to the highest bidder:

Certain Erf 7919, Wellington, in area of Wellington Transitional Council, Division Paarl, in the Province of Western Cape, in extent 676 (six hundred and seventy-six) square metres, held by Deed of Transfer T25430/89, also known as 33 May Street, Wellington.

Conditions of sale:

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder and of the title deeds of the property and the property shall, subject to the aforegoing, be sold to the highest bidder.

2. The following improvements on the property are reported but nothing is guaranteed: Flat roof outbuilding consisting of three rooms with foundation for house.

3. *Payment:* 10% (ten per centum) of the purchase price shall be paid in cash at the time of the sale and the full balance thereof together with interest at the current rate of 18,5% (eighteen comma five per centum) per annum calculated on the amount of the Judgment Creditor's claim (and in the event of there being any preferent creditor then also the interest payable on such preferent creditor's claim) from the date of sale to the date of transfer, against registration of transfer, which amounts are to be secured by approved bank or building society guarantee to be delivered within 14 (fourteen) days of the date of sale.

4. *Conditions:* The full conditions of sale which will be read out by the Sheriff of the Court immediately prior to the sale may be inspected at his office.

S. G. Hoffman, Swart & Meyer, United Building Society, 31 Lady Grey Street, Paarl. (Verw. Z. K. Meyer/so.)

Case 973/94

IN THE MAGISTRATES COURT FOR THE DISTRICT OF KNYSNA HELD AT KNYSNA

In the matter between **Garden Route Chalets (Pty) Limited,** First Plaintiff, and **Jonhu Share Block Limited,** Second Plaintiff, and **Cyril John Thomas September,** Defendant

In pursuance of a judgment in the Court of the Magistrate of Knysna, the following will be sold in execution on 4 September 1995 at 11:00, at 226 Protea Road, Pacaltsdorp, to the highest bidder:

Erf 1108, 695 (six hundred and ninety-five) square metres, held by Deed of Transfer T8240/1989, situated at 226 Protea Road, Pacaltsdorp.

Consisting of three bedrooms, kitchen, bathroom, combined lounge and dining-room, carport with asbestos roof, but not guaranteed.

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 Act and the rules made thereunder and of the title deeds insofar as these are applicable.

2. A deposit of 10% (ten per cent) of the purchase price shall be paid in cash or by Deposit-taking Institution guaranteed cheque at the time of the sale.

The balance (plus interest at the current rate of 18,50% per annum calculated on the Capital Judgment Creditor's claim from date of sale to date of transfer) against registration of transfer, which amounts are to be secured by approved guarantee of a Deposit-taking Insitution to be delivered within 14 days of the sale.

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

4. The full conditions of sale which will be read out by the auctioneer or the Sheriff of the Court, immediately prior to the sale, may be inspected at the offices of the Sheriff of the Magistrate's Court, George.

C. J. Ballan & Co., Plaintiffs' Attorney, First Floor, Melville Centre, Main Road, Knysna.

Case 23957/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT ELIZABETH HELD AT TODD CHAMBERS, TODD STREET, PORT ELIZABETH

In the matter between **Bankorp Beperk,** Plaintiff, and **A. M. Dyer,** Defendant

Kindly take notice that pursuant to a judgment of the above Honourable Court granted on 3 March 1992, and subsequent warrant of execution the following property will be sold in execution on Friday, 25 August 1995 at 14:15, at the offices of the Magistrate, namely: Front entrance of the new Law Courts, North End, Port Elizabeth:

Erf 761, 588 square metres, I7320/95 at -bond B74241/93, Saambou Bank, also known as 13 Neptune Street, Swartkops, Port Elizabeth, and take further notice that the conditions of sale will lie for inspection at the offices of the Sheriff of the Court, and contain interalia the following provisions:

1. 10% (ten per cent) of purchase price on date of sale.
2. Balance of purchase price plus interest to be guaranteed with 14 (fourteen) days of date of sale.
3. Possession subject to any lease agreement.
4. Reserve price to be read out at sale.

Dated at Port Elizabeth on the 26th day of July 1995.

D. T. Walker, for Burmeisters, 12 Graham Street, North End, Port Elizabeth, 6001; P.O. Box 2351, North End, 6056. (Tel. 54-1334.) (Ref. DW/COLL/MM/B00193.)

Case 1478/95

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF EAST LONDON HELD AT EAST LONDON

In the matter between **East London Municipality,** Judgment Creditor, and **S. C. Mfazo,** Judgment Debtor

In pursuance of a judgment granted on 18 April 1995 in East London Magistrate's Court and under writ of execution issued thereafter the immovable property listed hereunder will be sold in execution on 31 August 1995 at 09:00, to the highest bidder:

Place of sale: The Magistrate's Court Building, Lower Buffalo Street, East London.

Description: Erf 32910, East London, Municipality and Division of East London, situated at 20 Thornbush Avenue, Braelyn, East London, in extent 508 (five zero eight) square metres.

Improvements: Dwelling.

Held by Deed of Transfer T985/1993.

Conditions of sale:

1. The property is sold voetstoots in terms and conditions of the Magistrates' Courts Act and subject to the provisions of the title deeds.

2. The purchaser shall pay the purchase price in cash or by bank guaranteed cheque on the day of the sale. In the event of the purchaser having to obtain finance from a financial institution, the purchaser shall, on the day of the sale, produce written confirmation from the said financial institution to the effect that the purchaser qualifies for a loan. The amount of the loan shall not be less than the purchase price.

3. The purchasers shall be liable for payment of interest to the execution creditor and to the bondholder, if any, from the date of sale to the date of registration of transfer as set out in the conditions of sale.

4. Transfer shall be affected by the Plaintiff or its attorneys and the purchasers shall pay all transfer costs, current and arrear rates and taxes and other necessary charges to effect transfer, upon request by the said attorneys.

5. The full conditions may be inspected at the offices of the Sheriff of the Magistrate's Court, 4 Oxford Street, East London, and will be read out by the auctioneer at the sale.

6. The above information is furnished but not guaranteed.

Dated at East London on this the 24th day of July 1995.

The Bax Partnership, Plaintiff's Attorneys, Octoproc House, 34 Argyle Street, East London. [Tel. (0431) 43-3700.] (Ref. L. D. Kemp/CG/Z00034.)

Case 401/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF EAST LONDON HELD AT EAST LONDON

In the matter between **East London Municipality,** Judgment Creditor, and **R. T. Maganyati,** Judgment Debtor

In pursuance of a judgment granted 16 September 1994 in East London Magistrate's Court and under writ of execution issued thereafter the immovable property listed hereunder will be sold in execution on 31 August 1995 at 09:00 to the highest bidder:

Place of sale: The Magistrate's Court Building, Lower Buffalo Street, East London.

Description: Erf 15583, East London, Municipality and Division of East London, situated at 8 Grange Road, Panmure, East London, in extent 496 (four nine six) square metres.

Improvements: Dwelling and car-port.

Held by Deed of Transfer T2081/1991.

Conditions of sale:

1. The property is sold voetstoots in terms and conditions of the Magistrates' Courts Act and subject to the provisions of the title deeds.

2. The purchasers shall pay the purchase price in cash or by bank guaranteed cheque on the day of sale. In the event of the purchaser having to obtain finance from a financial institution, the purchaser shall, on the day of the sale, produce written confirmation from the said financial institution to the effect that the purchaser qualifies for a loan. The amount of the loan shall not be less than the purchase price.

3. The purchasers shall be liable for payment of interest to the execution creditor and to the bondholder, if any, from the date of the sale to the date of registration of transfer as set out in the conditions of sale.

4. Transfer shall be effected by the Plaintiff or its attorneys and the purchasers shall pay all transfer costs, current and arrear rates and taxes and other necessary charges to effect transfer, upon request by the said attorneys.

5. The full conditions may be inspected at the offices of the Sheriff of the Magistrate's Court, 4 Oxford Street, East London, and will be read out by the auctioneer at the sale.

6. The above information is furnished but not guaranteed.

Dated at East London on this 24th day of July 1995.

The Bax Partnership, Plaintiff's Attorneys, Octoproc House, 34 Argyle Street, East London. [Tel. (0431) 43-3700.] (Ref. L. D. Kemp/CG/Z00039.)

Case 1375/95

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF EAST LONDON HELD AT EAST LONDON

In the matter between **East London Municipality,** Judgment Creditor, and **B. E. Ngxoweni,** Judgment Debtor

In pursuance of a judgment granted 9 May 1995 in East London Magistrate's Court and under writ of execution issued thereafter the immovable property listed hereunder will be sold in execution on 30 August 1995 at 09:30 to the highest bidder:

Place of sale: 60 Beulah Road, Summerpride, East London.

Description: Erf 247, East London, Municipality and Division of East London, situated at 60 Beulah Road, Summperpride, East London, in extent 1 018 (one zone one eight) square metres.

Improvements: Dwelling and outbuildings.

Held by Deed of Transfer T1729/1994.

Conditions of sale:

1. The property is sold voetstoots in terms and conditions of the Magistrates' Courts Act and subject to the provisions of the title deeds.

2. The purchasers shall pay the purchase price in cash or by bank guaranteed cheque on the day of sale. In the event of the purchaser having to obtain finance from a financial institution, the purchaser shall, on the day of the sale, produce written confirmation from the said financial institution to the effect that the purchaser qualifies for a loan. The amount of the loan shall not be less than the purchase price.

3. The purchasers shall be liable for payment of interest to the execution creditor and to the bondholder, if any, from the date of the sale to the date of registration of transfer as set out in the conditions of sale.

4. Transfer shall be effected by the Plaintiff or its attorneys and the purchasers shall pay all transfer costs, current and arrear rates and taxes and other necessary charges to effect transfer, upon request by the said attorneys.

5. The full conditions may be inspected at the offices of the Sheriff of the Magistrate's Court, 4 Oxford Street, East London, and will be read out by the auctioneer at the sale.

6. The above information is furnished but not guaranteed.

Dated at East London on this 21st day of July 1995.

The Bax Partnership, Plaintiff's Attorneys, Octoproc House, 34 Argyle Street, East London. [Tel. (0431) 43-3700.] (Ref. L. D. Kemp/CG/Z00033.)

Case 2168/95

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF EAST LONDON HELD AT EAST LONDON

In the matter between **East London Municipality,** Judgment Creditor, and **C. A. Gower,** Judgment Debtor

In pursuance of a judgment granted 10 April 1995 in East London Magistrate's Court and under writ of execution issued thereafter the immovable property listed hereunder will be sold in execution on 30 August 1995 at 10:00 to the highest bidder:

Place of sale: 4 Wellington Road, Highgate, East London.

Description: Erf 4530, East London, Municipality and Division of East London, situated at 4 Wellington Road, Highgate, East London, in extent 607 (six zero seven) square metres.

Improvements: Dwelling and outbuildings.

Held by Deed of Transfer T4218/1984.

Description: Erf 4548, East London, Municipality and Division of East London, situated at 4 Wellington Road, Highgate, East London, in extent 607 (six zero seven) square metres.

Improvements: Dwelling.

Held by Deed of Transfer T4218/1984.

Conditions of sale:

1. The properties are sold voetstoots in terms and conditions of the Magistrates' Courts Act and subject to the provisions of the title deeds.

2. The purchasers shall pay the purchase price in cash or by bank guaranteed cheque on the day of sale. In the event of the purchaser having to obtain finance from a financial institution, the purchaser shall, on the day of the sale, produce written confirmation from the said financial institution to the effect that the purchaser qualifies for a loan. The amount of the loan shall not be less than the purchase price.

3. The purchasers shall be liable for payment of interest to the execution creditor and to the bondholder, if any, from the date of the sale to the date of registration of transfer as set out in the conditions of sale.

4. Transfer shall be effected by the Plaintiff or its attorneys and the purchasers shall pay all transfer costs, current and arrear rates and taxes and other necessary charges to effect transfer, upon request by the said attorneys.

5. The full conditions may be inspected at the offices of the Sheriff of the Magistrate's Court, 4 Oxford Street, East London, and will be read out by the auctioneer at the sale.

6. The above information is furnished but not guaranteed.

Dated at East London on this 21st day of July 1995.

The Bax Partnership, Plaintiff's Attorneys, Octoproc House, 34 Argyle Street, East London. [Tel. (0431) 43-3700.] (Ref. L. D. Kemp/CG/Z00007.)

Case 1817/95

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF EAST LONDON HELD AT EAST LONDON

In the matter between **East London Municipality,** Judgment Creditor, and **Michael Anderson Madondile,** First Judgment Debtor, and **Nomvuzo Madondile,** Second Judgment Debtor

In pursuance of a judgment granted 10 April 1995 in East London Magistrate's Court and under writ of execution issued thereafter the immovable property listed hereunder will be sold in execution on 31 August 1995 at 11:00 to the highest bidder:

Place of sale: 11 Lyndhurst Road (31 Radcliffe Crescent), Haven Hills, East London.

Description: Erf 4871, East London, Municipality and Division of East London, situated at 11 Lyndhurst Road (now 31 Radcliffe Crescent), Haven Hills, East London, in extent 487 (four eight seven) square metres.

Improvements: Dwelling.

Held by Deed of Transfer T5354/1993.

Conditions of sale:

1. The property is sold voetstoots in terms and conditions of the Magistrates' Courts Act and subject to the provisions of the title deeds.

2. The purchasers shall pay the purchase price in cash or by bank guaranteed cheque on the day of sale. In the event of the purchaser having to obtain finance from a financial institution, the purchaser shall, on the day of the sale, produce written confirmation from the said financial institution to the effect that the purchaser qualifies for a loan. The amount of the loan shall not be less than the purchase price.

3. The purchasers shall be liable for payment of interest to the execution creditor and to the bondholder, if any, from the date of the sale to the date of registration of transfer as set out in the conditions of sale.

4. Transfer shall be effected by the Plaintiff or its attorneys and the purchasers shall pay all transfer costs, current and arrear rates and taxes and other necessary charges to effect transfer, upon request by the said attorneys.

5. The full conditions may be inspected at the offices of the Sheriff of the Magistrate's Court, 4 Oxford Street, East London, and will be read out by the auctioneer at the sale.

6. The above information is furnished but not guaranteed.

Dated at East London on this 24th day of July 1995.

The Bax Partnership, Plaintiff's Attorneys, Octoproc House, 34 Argyle Street, East London. [Tel. (0431) 43-3700.] (Ref. L. D. Kemp/CG/Z00038.)

Case 445/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF EAST LONDON HELD AT EAST LONDON

In the matter between **East London Municipality,** Judgment Creditor, and **C. F. Kirkhoff,** Judgment Debtor

In pursuance of a judgment granted on 5 May 1993 in East London Magistrate's Court and under writ of execution issued thereafter the immovable property listed hereunder will be sold in execution on 30 August 1995 at 09:00, to the highest bidder:

Place of sale: 31 Klein Road, Dawn, East London.

Description: Erf 574, East London, Municipality and Division of East London, situated at 31 Klein Road, Dawn, East London, in extent 1 008 (one zero zero eight) square metres, held by Deed of Transfer T2932/1988.

Improvements: Dwelling, garage, outbuildings and swimming-pool.

Conditions of sale:

1. The property is sold voetstoots in terms and conditions of the Magistrates' Courts Act and subject to the provisions of the title deeds.

2. The purchaser shall pay the purchase price in cash or by bank-guarantee cheque on the day of the sale. In the event of the purchaser having to obtain finance from a financial institution, the purchaser shall, on the day of the sale, produce written confirmation from the said financial institution to the effect that the purchaser qualifies for a loan. The amount of the loan shall not be less than the purchase price.

3. The purchasers shall be liable for payment of interest to the Execution Creditor and to the bondholder, if any, from the date of the sale to the date of registration of transfer as set out in the conditions of sale.

4. Transfer shall be affected by the Plaintiff or its attorneys and the purchasers shall pay all transfer costs, current and arrear rates and taxes and other necessary charges to effect transfer, upon request by the said attorneys.

5. The full conditions may be inspected at the offices of the Sheriff of the Magistrate's Court, 4 Oxford Street, East London and will be read out by the auctioneer at the sale.

6. The above information is furnished but not guaranteed.

Dated at East London this 21st day of July 1995.

The Bax Partnership, Plaintiff's Attorneys, Octoproc House, 34 Argyle Street, East London. [Tel. (0431) 43-3700.] (Ref. L. D. Kemp/CG/Z17407.)

Case 2027/95

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF EAST LONDON HELD AT EAST LONDON

In the matter between **East London Municipality,** Judgment Creditor, and **Nombeko Sweetness Mashiya,** Judgment Debtor

In pursuance of a judgment granted on 12 April 1995 in East London Magistrate's Court and under writ of execution issued thereafter the immovable property listed hereunder will be sold in execution on 31 August 1995 at 10:00, to the highest bidder:

Place of sale: 10 Kathryn Road, Amalinda, East London.

Description: Erf 15024, East London, Municipality and Division of East London, situated at 10 Kathryn Road, Amalinda, East London, in extent 1 027 (one zero two seven) square metres, held by Deed of Transfer T2097/1993.

Improvements: Dwelling.

Conditions of sale:

1. The properties are sold voetstoots in terms and conditions of the Magistrates' Courts Act and subject to the provisions of the title deeds.

2. The purchasers shall pay the purchase price in cash or by bank-guarantee cheque on the day of the sale. In the event of the purchaser having to obtain finance from a financial institution, the purchaser shall, on the day of the sale, produce written confirmation from the said financial institution to the effect that the purchaser qualifies for a loan. The amount of the loan shall not be less than the purchase price.

3. The purchasers shall be liable for payment of interest to the Execution Creditor and to the bondholder, if any, from the date of the sale to the date of registration of transfer as set out in the conditions of sale.

4. Transfer shall be affected by the Plaintiff or its attorneys and the purchasers shall pay all transfer costs, current and arrear rates and taxes and other necessary charges to effect transfer, upon request by the said attorneys.

5. The full conditions may be inspected at the offices of the Sheriff of the Magistrate's Court, 4 Oxford Street, East London and will be read out by the auctioneer at the sale.

6. The above information is furnished but not guaranteed.

Dated at East London this 24th day of July 1995.

The Bax Partnership, Plaintiff's Attorneys, Octoproc House, 34 Argyle Street, East London. [Tel. (0431) 43-3700.] (Ref. L. D. Kemp/CG/Z00035.)

Case 1932/95

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF EAST LONDON HELD AT EAST LONDON

In the matter between **East London Municipality,** Judgment Creditor, and **Zimisele Mbawo,** First Judgment Debtor, and **Nozakhe Alicia Mbawo,** Second Judgment Debtor

In pursuance of a judgment granted 10 April 1995, in East London Magistrate's Court and under writ of execution issued thereafter the immovable property listed hereunder will be sold in execution on 31 August 1995 at 10:30, to the highest bidder:

Place of sale: 22 Radcliffe Crescent, Haven Hills, East London.

Description: Erf 39465, East London, Municipality and Division of East London, situated at 22 Radcliffe Crescent, Haven Hills, East London, in extent 271 (two seven one) square metres, held by Deed of Transfer T4103/1993.

Improvements: Dwelling.

Conditions of sale:

1. The properties are sold voetstoots in terms and conditions of the Magistrates' Courts Act and subject to the provisions of the title deeds.

2. The purchasers shall pay the purchase price in cash or by bank-guaranteed cheque on the day of the sale. In the event of the purchaser having to obtain finance from a financial institution, the purchaser shall, on the day of the sale, produce written confirmation from the said financial institution to the effect that the purchaser qualifies for a loan. The amount of the loan shall not be less than the purchase price.

3. The purchasers shall be liable for payment of interest to the Execution Creditor and to the bondholder, if any, from the date of the sale to the date of registration of transfer as set out in the conditions of sale.

4. Transfer shall be affected by the Plaintiff or its attorneys and the purchasers shall pay all transfer costs, current and arrear rates and taxes and other necessary charges to effect transfer, upon request by the said attorneys.

5. The full conditions may be inspected at the offices of the Sheriff of the Magistrate's Court, 4 Oxford Street, East London and will be read out by the auctioneer at the sale.

6. The above information is furnished but not guaranteed.

Dated at East London this 24th day of July 1995.

The Bax Partnership, Plaintiff's Attorneys, Octoproc House, 34 Argyle Street, East London. [Tel. (0431) 43-3700.] (Ref. L. D. Kemp/CG/Z00036.)

Case 13287/94

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

In the matter between **ABSA Bank Limited,** trading as United Bank, *versus,* **Jeanne Brodie**

The following property will be sold in execution at the site of the property, 26 Donkin Way, Edgemead, Western Cape, on Thursday, 7 September 1995, at 11:45, to the highest bidder:

Erf 31166, Goodwood, in extent 521 square metres, held by T53030/1990 and T83292/1993, situated at 26 Donkin Way, Edgemead, Western Cape.

1. The following improvements are reported, but not guaranteed: Dwelling: Entrance hall, lounge, dining-room, kitchen, three bedrooms, bathroom/toilet, shower/toilet and 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 18,25% (one eight comma two five per centum) per annum calculated on the Judgment Creditor's claim from the date of sale to the date of transfer] against registration of transfer, which amounts are to be secured by an 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 which 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. 134090/gt.)

Saak 261/92

IN DIE LANDDROSHOF VIR DIE DISTRIK GOODWOOD GEHOU TE GOODWOOD

In die saak tussen **NBS Bank Beperk,** Eiser, en **R. A. en R. Franke,** Verweerder

Ingevolge 'n vonnis van die Landdroshof Goodwood, gedateer 4 Maart 1992, en 'n lasbrief tot beslaglegging van onroerende eiendom word die eiendom hieronder beskryf, by die perseel te p.a. Landdroskantoor, Goodwood, per publieke veiling te koop aangebied op 6 September 1995, om 12:00:

Erf 128105, Kaapstad, Bonteheuwel, ook bekend as Bonteheuwellaan 528, Bonteheuwel, afdeling Kaap, groot 231 vierkante meter, gehou kragtens Transportakte T12470/90.

Voorwaardes:

1. Die eiendom sal deur die afslaer en/of Balju Landdroshof van Goodwood 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 21,00% (een-en-twintig 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, transportkostes en agterstallige belastings en ander uitgawes wat nodig is om transport te laat geskied op versoek van die prokureur van die Vonnisskuldeiser asook Belasting op Toegevoegde-Waarde (BTW).

En verder onderworpe aan die veilingsvoorwaardes wat uitgelees sal word ten tye van die veiling, en wat ter insae sal lê by die kantoor van die Balju, Landdroshof, Goodwood, en by die kantoor van die ondergemelde Bill Tolken Hendrikse & Vennote, Prokureurs vir Eiser, Sarel Cilliersstraat 1, Bellville.

Datum: 28 Julie 1995.

Bill Tolken Hendrikse & Vennote, Posbus 687, Sanlamhof, 7532. (Mev. Swart/EFN165.)

Case 20162/93

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

In the matter between **NBS Bank Limited,** Execution Creditor, and **Rajab Damon,** First Execution Debtor, and **Mymoena Damon,** Second Execution Debtor

The following property will be sold in execution on Monday, 28 August 1995, at 12:00, to the highest bidder at the premises, namely:

Erf 131953, Athlone, situated in the Municipality of Cape Town, Cape Division, also known as 2 Bongo Crescent, Silvertown, Athlone.

1. The sale will be subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, as amended, and of the title deeds in so far as same are applicable.

2. The following improvements are reported but not guaranteed: Dwelling with brick walls consisting of four bedrooms, kitchen, lounge, and toilet/bathroom.

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 20,25% (two nil comma two five per centum) per annum, (calculated on the Judgment Creditor's claim from the date of sale to the date of transfer) against registration of transfer, which amounts are to be secured by 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, Wynberg.

Dated at Cape Town on this the 20th day of July 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/svd.)

Case 17259/95

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

In the matter between **ABSA Bank Limited,** trading as United Bank, Execution Creditor, and **E. E. Thomas,** Execution Debtor

The following property will be sold in execution by public auction held at 3 Landseer Road, Mowbray, Cape Town, to the highest bidder on Thursday, 31 August 1995 at 10:00:

Erf 26916, Cape Town, at Observatory, situated in the area of the Transitional Metropolitan Substructure of Cape Town, Cape Division, in the Province of the Western Cape, in extent 234 (two hundred and thirty-four) square metres, held by Deed of Transfer T60256/1991, situated at 3 Landseer Road, Mowbray.

Conditions of sale:

1. The full and complete conditions of sale will be read immediately before the sale and will lie for inspection at the offices of the Sheriff and at the offices of the auctioneer.

2. The following information is furnished but not guaranteed: The property to be sold consists of a single dwelling-house built of brick under a tiled roof including three bedrooms, lounge, kitchen, bathroom and 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 cent) per annum, calculated on the Judgment Creditor's claim from the date of sale to date of transfer against registration of transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

Dated at Claremont on this 27th day of July 1995.

Martin Sheard, for Buchanan Boyes, Attorneys for Judgment Creditor, 12 Brooke Street, Claremont. (Tel. 64-4037.)

Case 5213/95

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT ELIZABETH HELD AT TODD CHAMBERS, TODD STREET, PORT ELIZABETH

In the matter between **First National Bank of Southern Africa,** Plaintiff, and **Abraham Joseph Christoffels,** First Defendant, and **Mrs Moria Pamela Christoffels,** Second Defendant

In pursuance of a judgment of the above Honourable Court dated 13 March 1995, and an attachment in execution dated 13 June 1995, the following property will be sold at the Magistrate's Court, Durban Street, Uitenhage, by public auction on 7 September 1995 at 11:00:

Erf 5357, Uitenhage, in the Municipality and Division of Uitenhage, in extent 664 (six hundred and sixty-four) square metres, situated at 10 Cowie Street, Mosel, Uitenhage.

While nothing is guaranteed, the improvements on the property include a single storey brick under iron dwelling comprising of an entrance hall, lounge, family room, kitchen, three bedrooms, bath, shower, two toilets, store-room, cellar and outside toilet.

Material conditions of sale: 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.

Terms: 10% (ten per cent) deposit of purchase price and 5% (five per cent) Sheriff's/auctioneer's charges up to R20 000 and thereafter 3% (three per cent) up to a maximum fee of R6 000, with a minimum of R200 in cash on the day of sale, the balance against transfer to be secured by a bank, building society guarantee or other acceptable guarantee to be furnished to the Sheriff within twenty-one (21) days from the date of the sale.

The full conditions may be inspected at the office of the Sheriff for the Magistrate's Court, Uitenhage North, 4 Baird Street, Uitenhage.

Dated at Port Elizabeth on this 3rd day of August 1995.

Robert J. Martindale, Plaintiff's Attorney, 24 Eighth Avenue, Walmer, Port Elizabeth, 6070. (Ref. RJM/JFB/F001/51.)

Case 5431/94

NOTICE OF SALE IN EXECUTION

In the matter between **Transkei National Building Society,** Judgment Creditor, and **Theresa Nontozonke Ngindana,** Judgment Debtor

The property known as certain piece of land situated in the Municipality of Butterworth, District of Gcuwa, Butterworth Extension 8, being Erf 1062, measuring one thousand one hundred and one (1 101) square metres.

Shall be sold to the highest bidder by our ADHOC appointed Messenger of Court, Umtata, on 21 September 1995 at 11:00, in Butterworth.

The special conditions of sale may be inspected at the offices of our ADHOC appointed Messenger of Court, 202 Ludidi Building, Madeira Street, Umtata.

John C. Blakeway & Leppan Inc., Attorney for Judgment Creditor, 28 Madeira Street, Umtata. (Ref. Robert Beer/rl/G58/94.)

Case 3733/94

NOTICE OF SALE IN EXECUTION

In the matter between **Transkei National Building Society,** Judgment Creditor, and **Eunice Nomabhase Madikane,** Judgment Debtor

The property known as certain piece of land situated in the Municipality and District of Engcobo, being Erf 28, Engcobo, measuring one thousand six hundred and thirty-five (1 635) square metres.

Shall be sold to the highest bidder by our ADHOC appointed Messenger of Court, Umtata, on 28 September 1995 at 11:00, in Engcobo.

The special conditions of sale may be inspected at the offices of our ADHOC appointed Messenger of Court, 202 Ludidi Building, Madeira Street, Umtata.

John C. Blakeway & Leppan Inc., Attorney for Judgment Creditor, 28 Madeira Street, Umtata. (Ref. Robert Beer/rl/G38/94.)

Case 1882/94

IN THE SUPREME COURT OF TRANSKEI

In the matter between **Koppel Bacher & Co. (Pty) Ltd,** Plaintiff, and **President Truman Mpongwane,** trading as Tsolo Gas, Paint and Hardware (Pty) Ltd, Defendant

In pursuance of a warrant of execution issued out of the above Honourable Court, I will offer for sale on Friday, 25 August 1995 at 10:00, on the spot on the following:

Certain piece of land situated in the Municipality and District of Umtata, being Erf 1374, Umtata, of 63 Fourth Avenue, Norwood.

Conditions of sale may be inspected at the offices of the Deputy Sheriff, Umtata.

Dated at Umtata on this 18th day of July 1995.

John C. Blakeway & Leppan Inc., 28 Madeire Street, Umtata. (Ref. Mr Poyser/coll/gr/K.345.)

Case 1832/94

IN THE SUPREME COURT OF TRANSKEI

In the matter between **Quad Development (Pty) Ltd,** Plaintiff, and **Lennox Nceba Dwakaza,** Defendant

In pursuance of a warrant of execution issued out of the above Honourable Court, I will offer for sale on Friday, 25 August 1995 at 10:00 on the spot on the following:

Certain piece of land situated in the Municipality and District of Umtata being Erf 3390, Umtata, Transkei, 47 Zamukulungisa Street, Ikwezi, Umtata.

Conditions of sale may be inspected at the office of the Deputy Sheriff, Umtata.

Dated at Umtata on this 29th day of July 1995.

John C. Blakeway & Leppan Inc., 28 Madeira Street, Umtata. (Ref. Mr Poyser/gr/Q.50.)

Case 4540/94

IN THE SUPREME COURT OF TRANSKEI

In the matter between **African Bank Ltd** Plaintiff, and **E. N. Macencelele,** Defendant

In pursuance of the judgment granted on 24 January 1995 in the above Honourable Court and the writ of execution issued thereafter, the immovable property mentioned hereunder will be sold in execution on 29 August 1995 at 10:00, or so soon thereafter to the highest bidder:

Place of sale: Deputy Sheriff's Offices, Butterworth.

Description: Municipality of Butterworth, Extension 15, Vulie Valley, being Erf 5720, District of Gcuwa, in extent six hundred square metres (600) square metres.

Special conditions of sale may be inspected at the office of the Deputy Sheriff at Fuller, Butterworth.

Makaula Zilwa & Co., Plaintiff's Attorneys, 24 Sprigg Street, Umtata.

Case 2147/93

IN THE SUPREME COURT OF TRANSKEI

In the matter between **Transkei Development Corporation Limited,** Plaintiff, and **E. L. Dekeda & Co. (Pty) Ltd,** Defendant

In pursuance of the judgment granted on 17 February 1994 in the above Honourable Court and the writ of execution issued thereafter, the immovable property mentioned hereunder will be sold in execution on 1 September 1995 at 10:00, or so soon thereafter to the highest bidder:

Place of sale: Deputy Sheriff's Offices, 39 Leeds Road, Umtata.

Description: Erf 22, Nqamakwe, in extent two thousand one hundred and eighty-one (2 181) square metres.

Special conditions of sale may be inspected at the office of the Deputy Sheriff at Umtata.

Makaula Zilwa & Co., Plaintiff's Attorneys, 24 Sprigg Street, Umtata.

Case 1963/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF SOMERSET WEST HELD AT SOMERSET WEST

Saambou Bank Limited *versus* **Martha Elizabeth Voortman**

The following property will be sold in execution at Remainder Erf 7099, situated at Chart Knowle, Parel Vallei Road, Somerset West, on Tuesday, 5 September 1995 at 15:00, to the higheste bidder:

Remainder Erf 7099, Somerset West, in the Transitional Metropolitan Substructure of Somerset West, Division of Stellenbosch, Province of Western Cape, measuring eight thousand six hundred and forty-one (8 641) square metres, held by Deed of Transfer T46128/1985, situated at Chart Knowle, Parel Vallei Road, Somerset West.

1. The undermentioned dwelling without warranting the correctness thereof is comprised of: Separate single garage with outside room; single garage, washroom, kitchen, maid's quarters and toilet, five bedrooms; two bathrooms, lounge/dining-room, pantry and porch room—brick building.

2. *Payment:* Ten per centum (10%) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 18% (eighteen per centum) per annum calculated on the Judgment Creditor's claim from the date of sale to the date of transfer] against registration of transfer, which amounts are to be secured by approved bank or building society guarantee to be delivered within 14 days of the sale.

3. *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.

C. F. Geel, for Heunis & Heunis, Attorneys for Judgment Creditor, 10 Huising Street, Somerset West. (Ref. CFG/FS/S98g.)

Saak 10234/94

IN DIE LANDDROSHOF VIR DIE DISTRIK KIMBERLEY GEHOU TE KIMBERLEY

In die saak tussen **The Argus Printing & Publishing Company,** handeldrywende as Diamond Fields Advertiser, Eiser, en **mev. S. Mahomed,** Verweerder

Ingevolge 'n vonnis van die Landdroshof, Kimberley, en 'n lasbrief vir eksekusie gedateer 31 Mei 1995 sal die ondervermelde eiendom geregtelik verkoop word aan die hoogste bieër by die Landdroshof, Kimberley, op Donderdag, 31 Augustus 1995 om 10:00:

Sekere: Resterende Gedeelte van Erf 8830, geleë in die munisipaliteit en administratiewe distrik van Kimberley, groot 2 400 vierkante meter, bekend as Silsonweg 26, Kimberley.

Die verbeterings op die eiendom bestaan uit: 'n Losstaande huis. Maar niks word gewaarborg nie.

Tien persent (10%) van die koopprys met Belasting op Toegevoegde Waarde daarop, indien van toepassing en afslaersgelde tesame met Belasting op Toegevoegde Waarde op sodanige afslaersgelde betaalbaar in kontant op die datum van die verkoping; die balans teen transport verseker te word deur 'n aanvaarbare waarborg.

Die voorwaardes van verkoping mag nagesien word gedurende kantoorure by die kantoor van die Balju vir die Landdroshof, Kimberley, en sal uitgelees word onmiddellik voor die verkoping.

D. J. Botha, vir Duncan & Rothman, Eiser se Prokureurs, Permanentegebou, Jonesstraat, Kimberley.

NATAL

Case 3124/95

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 **Vijaykumar Suthrajh,** First Defendant, and **Govindamma Suthrajh,** Second Defendant

In pursuance of a judgment granted on 30 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 1 September 1995 at 10:00, at the front entrance to the Magistrate's Court, Moss Street, Verulam:

Description: Lot 862, Woodview, situated in the City of Durban, Administrative District of Natal, in extent 240 square metres.

Address: 25 Staplewood Road, Woodview, Phoenix.

Improvements: Block under tile dwelling comprising of single garage, three bedrooms, kitchen, lounge, toilet and bath-room—water and lights facilities.

1. (a) The sale shall be subject to the terms and conditions of the Magistrates' Courts Act, and the rules made thereunder.

(b) The property shall be sold without reserve to the highest bidder.

2. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price and the auctioneer's commission in cash immediately after the sale and the balance to be secured by a bank or building society guarantee.

The full conditions of sale may be inspected at the offices of the Sheriff of the Magistrate's Court, Inanda (1).

Jackson & Ameen, Plaintiff's Attorneys, Fifth Floor, Fenton House, Fenton Road, Durban. (Ref. COLLS/P. Murugan/05N011660.)

Case 69312/94

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

In the matter between **First National Bank,** Plaintiff, and **Ahmed Saaber Kajee,** Defendant

In pursuance of a judgment of 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, 29 August 1995 at 14:00, on the front steps of the Magistrate's Court, Somtseu Road, Durban:

Description: Subdivision 4 of Lot 258, Durban North, situated in the City of Durban, Administrative District of Natal, Province of KwaZulu/Natal, in extent one thousand four hundred and eighty-four (1 484) square metres.

Postal address: 25 Buckleigh Road, Umgeni Heights, Durban.

Improvements: Dwelling consisting of brick and tile, double lock-up garage, workshop, swimming-pool, braai shelter, entrance hall, TV lounge and dining-room, kitchen, three bedrooms, main en suite and air-conditioner, both shower, toilet and w/b, bathroom, shower and w/b, toilet and outside double sink.

Servants' quarters: Room, shower, toilet and w/b.

Town-planning zoning: Residential.

Special privileges: Nil.

Material conditions:

1. The sale shall be subjected to the terms and conditions of Magistrates' Courts Act, and the rules made thereunder.

2. The purchaser shall pay 10% (ten per cent) of the purchase price immediately after the sale and the balance against registration of the transfer into the name of the purchaser.

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

Dated at Tongaat on this 28th day of July 1995.

Bala Naidoo & Company, Plaintiff's Attorneys, 10 Luxmi Court, 312 Main Road, Tongaat; c/o Document Exchange, 15 Barry Road, Founder's House, Durban. (Ref. BN/dr/F001-343.)

Case 5127/95

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

In the matter between **NBS Bank Limited** (Reg. No. 87/01384/06), Execution Creditor, and **Trevor Grobler,** First Execution Debtor, and **Delia Gail Grobler,** Second Execution Debtor

In pursuance of a judgment in the Court for the Magistrate of Pinetown and writ of execution dated 29 May 1995, the property listed hereunder will be sold in execution on 1 September 1995 at 10:00, at the front entrance to the Magistrate's Court, 22 Chancery Lane, Pinetown, to the highest bidder:

A unit consisting of:

(a) Section 49, as shown and more fully described on Sectional Plan SS309/1991, in the scheme known as Paige Place, in respect of the land and building or buildings situated at Pinetown, Local Authority of Pinetown, of which the floor area, according to the said sectional plan, is sixty-five (65) square metres in extent; and

(b) an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan.

Postal address: 54 Paige Place, Bamboo Lane, Pinetown, KwaZulu/Natal.

Town-planning zoning: Residential.

The following improvements are reported to be on the property, but nothing is guaranteed: A sectional title flat consisting of lounge/dining-room, kitchen, two bedrooms, bathroom and w.c.

Common property facilities: Garden, laundry, drying area, parking and tarmac driveway.

Vacant possession is not guaranteed.

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff for Pinetown. A substantial bank loan can be raised for an approved purchaser with prior approval.

Dated at Pinetown this 27th 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/N012/381.)

Case 14417/94

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

In the matter between **NBS Bank Limited** (Reg. No. 87/01384/06), Execution Creditor, and **Kadebona Petrus Myeza,** First Execution Debtor, and **Khonaphi Cecilia Myeza,** Second Execution Debtor

In pursuance of a judgment in the Court for the Magistrate of Durban and writ of execution dated 4 June 1994, the property listed hereunder will be sold in execution on Thursday, 7 September 1995 at 14:00, in front of the Magistrate's Court-house, Somtseu Road, Durban, to the highest bidder:

Lot 1162, Sea View, situated in the City of Durban, Administrative District of Natal, in extent eight hundred and sixty-nine (869) square metres.

Postal address: 4 Bluewater Crescent, Sea View, KwaZulu/Natal.

Town-planning zoning: Residential.

The following improvements are reported to be on the property, but nothing is guaranteed: A single storey concrete block and tile dwelling with attached garage, consisting of lounge, dining-room, kitchen, three bedrooms, bathroom, w.c., entrance and porch.

Outbuildings: Garage.

Vacant possession is not guaranteed.

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff for Durban Central. A substantial bank loan can be raised for an approved purchaser with prior approval.

Dated at Pinetown this 27th 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/N012/265.)

Case 4029/95

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 **Adolphus Malusi Masinga,** Defendant

In pursuance of a judgment granted on 13 June 1995, in the Court of the Magistrate of Verulam, and under a writ of execution issued thereafter, the immovable property listed hereunder shall be sold in execution to the highest bidder, on 1 September 1995, at 10:00, at the front of the entrance of the Magistrte's Court Building, Moss Street, Verulam:

Description: Lot 480, Avoca Hills, situated in the City of Durban, Administrative District of Natal, Province of kwaZulu/Natal, in extent 727 (seven hundred and twenty-seven) square metres.

Street address: 142 Avocado Grove, Avoca Hills.

Improvements: Brick under tile dwelling with water and lights facilities comprising of three bedrooms, lounge, kitchen, dining-room, toilet and bathroom. (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 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 the 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 for 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 24th day of July 1995.

A. J. McNabb, for Strauss Daly Inc., Plaintiff's Attorneys, 11th Floor, The Marine, 22 Gardiner Street, Durban. (Ref. Z00649/JR/cc.)

Case 1475/94

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

In the matter between **KwaZulu Finance & Investment Corporation Limited,** Plaintiff, and **Ntsiua Contance Ntuli,** Defendant

In pursuance of a judgment in the above action, the immovable property listed hereunder will be sold in execution on 30 August 1995, at 10:00, the Main South Entrance, Magistrate's Court, Umlazi (near the National Flag Post), to the highest bidder:

Description: A certain piece of land, being ownership Unit Z640, in extent 629 square metres, situated in the Township of Umlazi, represented by and described on General Plan PB112/1979, held by virtue of Deed of Grant 3859/96.

Improvements: A single storey block/plaster and tile dwelling (78,76 m^2 comprising of kitchen, dining-room, lounge, three bedrooms, bathroom and w.c. Municipality electricity, water supply and sanitation: Local Authority. *Improvements:* Verandah (5,6 m^2) and brick paving.

Nothing is guaranteed in respect of such improvements on the property.

The purchaser shall pay the purchase price in cash or by bank-guaranreed 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 of sale may be inspected at the offices of the Sheriff, Umlazi, or at the office of Strauss Daly Inc.

Dated at Durban this 25th day of July 1995.

Strauss Daly Inc., Plaintiff's Attorneys, 11th Floor, The Marine, 22 Gardiner Street, Durban. (Ref. Z26827/26.)

Case 1460/93

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

In the matter between **KwaZulu Finance & Investment Corporation Limited,** Plaintiff, and **Mfanazodlani Aaron Dhlamini,** Defendant

In pursuance of a judgment in the above action, the immovable property listed hereunder will be sold in execution on 30 August 1995, at 10:00, the Main South Entrance, Magistrate's Court, Umlazi (near the National Flag Post), to the highest bidder:

Description: A certain piece of land, being ownership Unit D632, in extent 325 square metres, situated in the Township of Umlazi, represented and described on General Plan BA17/1966, held by virtue of Deed of Grant 2581/138.

Improvements: A single storey block/plaster and asbestos dwelling (54 m^2 comprising of kitchen, lounge, two bedrooms, bathroom with w.c. Municipality electricity, water supply and sanitation: Local Authority.

Nothing is guaranteed in respect of such improvements on the property.

The purchaser shall pay the purchase price in cash or by bank-guaranreed 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 of sale may be inspected at the offices of the Sheriff, Umlazi, or at the office of Strauss Daly Inc.

Dated at Durban this 25th day of July 1995.

Strauss Daly Inc., Plaintiff's Attorneys, 11th Floor, The Marine, 22 Gardiner Street, Durban. (Ref. Z17343/26.)

Case 625/95

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

In the matter between **KwaZulu Finance & Investment Corporation Limited,** Plaintiff, and **Sibongile Jane Zondi,** First Defendant, and **Dubani Stewart Zondi,** Second Defendant

In pursuance of judgment in the above action, the immovable property listed hereunder will be sold in execution on 30 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 E996, in extent 467 square metres, situated in the Township of Umlazi, represented and described on General Plan BA18/1966, held by virtue of Deed of Grant 1257/181.

Improvements: A single storey brick/plaster and asbestos dwelling (54 m^2) comprising kitchen, lounge, two bedrooms, bathroom and w.c.

Improvements: Outbuilding and w.c. (45 m^2), car-port (18 m^2) and wiremesh 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 this 25th day of July 1995.

Strauss Daly Inc., Plaintiff's Attorneys, 11th Floor, The Marine, 22 Gardiner Street, Durban. (Ref. Z00285/26.)

Case 980/95

IN THE SUPREME COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Bongumusa Fortune Mpanza N.O.,** Defendant

In pursuance of a judgment granted on 26 May 1995, in the Supreme Court of South Africa (Durban and Coast Local Division) and under a writ of execution issued thereafter, the immovable property listed hereunder shall be sold in execution to the highest bidder on 30 August 1995 at 10:00, at the Sheriff's Office, Eshowe, 70 Main Street, Eshowe:

Description of property: Ownership Unit B854, in the Township of Sundumbili, District of Inkanyezi, in extent four hundred and eighty-eight (488) square metres.

Physical address: B854 Sundumbili, Sundumbili Township.

Improvements: Brick under tile dwelling consisting of three bedrooms, lounge and dining-room combined, kitchen, bathroom and toilet combined.

Outbuilding: Garage.

Zoning: Residential.

Nothing in the above is guaranteed.

The purchaser shall be required to pay a ten per centum (10%) deposit of the purchase price and the auctioneer's commission immediately after the sale, and the balance against transfer to be secured by a bank or building society guarantee to be furnished to the Sheriff within fourteen (14) days after date of sale.

The full conditions of sale may be inspected at the offices of the Sheriff, Supreme Court, Eshowe, 70 Main Street, Eshowe.

Dated at Durban on this the 20th day of July 1995.

Livingston Leandy Inc., Plaintiff's Attorneys, Nine—12th Floors, First National Bank Building, corner of Field and Smith Streets, Durban. [Ref. Mrs Perumaul/CG/42S556031(31)]

Case 929/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Natal Provincial Division)

In the matter between **First National Bank of S A Limited,** Plaintiff, and **Adolphus Leslie Frankson,** Defendant

In pursuance of a judgment of the Supreme Court of South Africa (Natal Provincial Division) given at Pietermaritzburg, on 27 May 1993, the following immovable property will be sold in execution on Friday, 25 August 1995 at 09:00, at the office of the Sheriff, 5 Courtyard, Derek Hall, 172 Loop Street, Pietermaritzburg, Natal, to the highest bidder:

Subdivision 46 of 44, of Lot 535, Pietermaritzburg, situated in the City of Pietermaritzburg, Administrative District of Natal, in extent 480 square metres, which property is held under Deed of Transfer T922/1977.

The following information is furnished regarding the property but is not guaranteed:

1. The property is zoned Residential and is situated at 30 Mahogany Road, Woodlands, Pietermaritzburg.

2. The property consists of a single-storey dwelling with entrance hall, lounge, family room, kitchen, three bedrooms, two bathrooms, main en suite, shower, two toilets, two garages, servant's room, laundry and outside toilet/shower.

Conditions of sale:

1. The sale shall be subject to the terms and conditions relating to sales in execution in the Supreme Court.

2. The purchaser shall pay 10% (ten per centum) of the purchase price in cash at the time of the sale and the balance shall be paid or secured by a bank or building society guarantee approved by the Execution Creditor's attorneys to be furnished to the Sheriff of the Supreme Court, Pietermaritzburg, within twenty-one (21) days of the date of the sale. The full conditions of sale can be inspected at the office of the Sheriff of the Supreme Court for the District of Pietermaritzburg.

3. The sale shall be subject to a reserve price of R6 500,00.

Dated at Pietermaritzburg this 3rd day of June 1995.

Von Klemperer Davis & Harrison Inc., Plaintiff's Attorneys, 234 Berg Street, Pietermaritzburg.

Case 15091/95

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

In the matter between **NBS Bank Limited,** Plaintiff, and **Mohanlall Rambarran,** First Defendant, and **Judson Samuel,** Second Defendant

In pursuance of a judgment in the Court of the Magistrate at Pietermaritzburg, dated 21 July 1995, the following immovable property will be sold in execution on Friday, 1 September 1995 at 11:00, at the Sheriff's Salesroom, 277 Berg Street, Pietermaritzburg, to the highest bidder:

Section 11, as shown and more fully described on Sectional Plan SS424/1985, in the building or buildings known as Rosedale Mansions, situated at Pietermaritzburg, of which the floor area, according to the said Sectional Plan is seventy-two (72) square metres, in extent and held under Certificate of Registered Sectional Title ST424/1985 (11) (Unit) which property is physically situated at Flat 9, 405 Church Street, Pietermaritzburg.

The following information is furnished regarding the property, but is not guaranteed: The property is physically situated at Flat 9, Rosedale Mansions, 405 Church Street, Pietermaritzburg, and comprises of a flat converted to offices with lounge, three bedrooms, bathroom, w.c., kitchen and common property facilities comprise stairs and corridors.

Material condition of sale: The purchaser shall pay ten (10%) per cent of the purchase price in cash at the time of sale and the balance shall be paid or secured by a bank or building society guarantee approved by the Execution Creditors' attorneys, to be furnished to the Sheriff of the Magistrate's Court, Pietermaritzburg, within fourteen (14) days of the date of sale. The full conditions of sale can be inspected at the office of the Sheriff of Court, and interested parties may contact the Execution Creditor who may be prepared to grant loan facilities to an approved purchaser.

Dated at Pietermaritzburg on this 26th day of July 1995.

R. A. J. P. Dawson, for Leslie Simon Pretorius & Dawson, Attorneys for Plaintiff, 19 Theatre Lane, Pietermaritzburg. (Ref. Mr Dawson/Rabia/N0660/00.)

Case 6957/95

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

In the matter between **NBS Bank Limited,** Judgment Creditor, and **Phindile Constance Khanyile,** First Judgment Debtor, and **Muziwenhlanhla J. Khanyile,** Second Judgment Debtor

In pursuance of a judgment granted by the above Honourable Court, dated 16 May 1995, the following immovable property will be sold in execution on 25 August 1995 at 11:00, at the Sheriff's Salesroom, 277 Berg Street, Pietermaritzburg, to the highest bidder:

Site 1781, Imbali 111, situated in the Pietermaritzburg/Msunduzi Transitional Local Council Area, Administrative District of Natal, Province of KwaZulu/Natal, in extent two hundred and eighty-eight (288) square metres.

The following information is furnished regarding the property but is not guaranteed: Vacant land.

The property is situated at Site 1781, Imbali, 111 Imbali, Pietermaritzburg.

Material conditions of sale: The purchaser shall pay (10%) ten per centum of the purchase price in cash at the time of the sale and the balance shall be paid and secured by a bank or building society guarantee approved by the Execution Creditor's attorneys, to be furnished to the Sheriff within fourteen (14) days of the date of sale. The full conditions of the sale can be inspected at the offices of the Sheriff, 277 Berg Street, Pietermaritzburg, Natal, and interested parties are asked to contact the Execution Creditor who may be prepared to grant loan facilities to an approved purchaser.

Dated at Pietermaritzburg on this 17th day of July 1995.

M. E. Cajee, for Cajee & Associates, Judgment Creditor's Attorneys, 360 Loop Street, Pietermaritzburg. (Ref. M. E. Cajee/Vanessa.)

Case 781/95

IN THE SUPREME COURT OF SOUTH AFRICA

(Natal Provincial Division)

In the matter between **ABSA Bank Limited,** Plaintiff, and **Jameson Mthiyane,** Defendant

In execution of a judgment granted by the Supreme Court of South Africa (Natal Provincial Division) on Tuesday, 30 May 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 Empangeni, in front of the Magistrate's Court, Union Street, Empangeni, KwaZulu/Natal, on Thursday, 31 August 1995 at 11:00, on conditions which will be read out by the Sheriff before the sale, and which conditions are in the possession of the Sheriff and may be inspected at his office at Old Sugar Mill Way, Empangeni, KwaZulu/Natal, namely:

Lot 6413, Richards Bay Extension 17, situated in the Borough of Richards Bay, Administrative District of Natal, in extent one thousand two hundred (1 200) square metres, which property is physically situated at 6 Buffalo Bend, Richards Bay, KwaZulu/Natal, and which property is held by the above-named Defendants under and by virtue of Deed of Transfer T27731/92.

Improvements: Without constituting a warranty of any nature, the property has been improved by the erection thereon of a single-storey dwelling-house, brick under tile, consisting of a lounge, dining-room, three bedrooms, kitchen, bathroom, toilet, shower and toilet. There is an outbuilding consisting of a garage, toilet and shower.

Zoning: The property is zoned for Residential purposes and enjoys no special consents in respect of its zoning.

Terms: The purchase price will be payable subject to the conditions of sale, as follows:

(a) Ten per centum (10%) of the purchase price toegether 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 Pietermaritzburg on this the 24th day of July 1995.

J. A. Browne, for E. R. Browne Inc., Plaintiff's Attorneys, 10th Floor, United Building, 194 Longmarket Street, Pietermaritzburg.

Case 536/95

IN THE SUPREME COURT OF SOUTH AFRICA

(Natal Provincial Division)

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Maeli Simon Shelembe,** in his capacity as the Executor of Estate Late **Titus Shelembe,** First Defendant, and **Joyce Saraphinah Fikisiwe Shelembe,** Second Defendant

Take notice that pursuant to a judgment of the above Honourable Court dated 13 March 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 25 August 1995 at 10:00, at the Sheriff's Offices, 5 Court-yard, Derek Hall, 172 Loop Street, Pietermaritzburg, to the highest bidder:

Subdivision 16 of Lot 283, Edendale, situated in the Administrative District of Natal, in extent eight hundred and forty-three (843) square metres.

The property is situated at Subdivision 16, Lot 283, Edendale, Pietermaritzburg, KwaZulu/Natal, and is improved by a dwelling-house constructed of brick under iron roof, consisting of four bedrooms, lounge and kitchen and an outer dwelling constructed of mud under iron roof consisting of bedroom and kitchen.

Material conditions of sale:

1. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price in cash on the day of sale.

2. The balance of the purchase price plus interest thereon at the rate of 16,25% (sixteen comma two five per cent) per annum, with effect from the date of sale to date of payment thereof shall be payable on the date of registration of transfer and shall be guaranteed by a bank or building society guarantee to be furnished to the Plaintiff's conveyancers within 30 days of the date of the sale which guarantees shall provide that payment be made of the balance of the purchase price plus interest thereon against registration of transfer.

The full conditions of sale may be inspected at the offices of the Sheriff, 5 Court-yard, Derek Hall, 172 Loop Street, Pietermaritzburg.

Dated at Pietermaritzburg this 24th day of July 1995.

Tatham, Wilkes & Company, Plaintiff's Attorneys, Fourth Floor, Fedlife House, 251 Church Street, Pietermaritzburg. (Ref. H. M. Drummond/G8.)

Case 1129/95

IN THE SUPREME COURT OF SOUTH AFRICA

(Natal Provincial Division)

In the matter between **Nedcor Bank Limited,** Plaintiff, and **James Eloff Pieter Woudberg,** Defendant

Take notice that pursuant to a judgment of the above Honourable Court dated 11 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 25 August 1995 at 10:00, at the Sheriff's Offices, 5 Court-yard, Derek Hall, 172 Loop Street, Pietermaritzburg, to the highest bidder:

1. Remainder of Subdivision 1 of Lot 2202, Pietermaritzburg, situated in the City of Pietermaritzburg, Administrative District of Natal, in extent 376 (three hundred and seventy-six) square metres, held under Deed of Transfer T2461/94.

2. Subdivision 4 of Lot 2203, Pietermaritzburg, situated in the City of Pietermaritzburg, Administrative District of Natal, in extent 1 171 (one thousand one hundred and seventy-one) square metres, held under Deed of Transfer T2461/94.

3. Subdivision 7 of Lot 2203, Pietermaritzburg, situated in the City of Pietermaritzburg, Administrative District of Natal, in extent 404 (four hundred and four) square metres, held under Deed of Transfer T2461/94.

The property is situated at 32 Boom Street, Pietermaritzburg, KwaZulu/Natal, and is improved by three flats, constructed of brick under iron roof, each consisting of a lounge, dining-room, two bedrooms, bathroom and kitchen.

Material conditions of sale:

1. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price in cash on the day of sale.

2. The balance of the purchase price plus interest thereon at the rate of 17,25% (seventeen comma two five per cent) per annum, with effect from the date of sale to date of payment thereof shall be payable on the date of registration of transfer and shall be guaranteed by a bank or building society guarantee to be furnished to the Plaintiff's conveyancers within 30 days of the date of the sale which guarantees shall provide that payment be made of the balance of the purchase price plus interest thereon against registration of transfer.

The full conditions of sale may be inspected at the offices of the Sheriff, 5 Court-yard, Derek Hall, 172 Loop Street, Pietermaritzburg.

Dated at Pietermaritzburg this 24th day of July 1995.

Tatham, Wilkes & Company, Plaintiff's Attorneys, Fourth Floor, Fedlife House, 251 Church Street, Pietermaritzburg. (Ref. H. M. Drummond/G39.)

Case 1447/95

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT SHEPSTONE HELD AT PORT SHEPSTONE

In the matter between **Nedcor Bank Limited,** Execution Creditor, and **Petrus Johannes Stapelberg,** First Execution Debtor, and **Elizabeth Catharina Stapelberg,** Second Execution Debtor

In pursuance of a judgment in the Court of the Magistrate of Port Shepstone dated 23 June 1995, the following immovable property will be sold in execution on 1 September 1995 at 09:00, at the Magistrate's Court, Port Shepstone, to the highest bidder:

Lot 2492, Margate (Extension 4), situated in the Margate Transitional Local Council Area and in the Southern Natal Joint Services Board Area, Administrative District of Natal, Province of KwaZulu/Natal, in extent 998 square metres.

The following information is furnished regarding the property, but is not guaranteed: The property is situated at 20 Cornford Drive, Margate.

Upon the property is a dwelling under brick and tile consisting of a small court-yard, open-plan lounge, kitchen and dining-room, toilet and washbasin, TV lounge, main en suite, two bedrooms with bathroom in centre, two bedrooms and bathroom in centre. Double garage and servant's toilet.

Material conditions of sale: The purchaser shall pay twenty per centum (20%) of the purchase price in cash at the time of sale and the balance shall be paid or secured by a bank or building society guarantee aproved by the Execution Creditor's attorneys, to be furnished to the Sheriff of the Magistrate's Court, Port Shepstone, within fourteen (14) days of the date of sale. The full conditions of sale can be inspected at the office of the Sheriff of the Magistrate's Court, 17 Riverview Road, Sunwich Port, Natal and interested parties are asked to contact the Execution Creditor who may be prepared to grant loan facilities to an approved purchaser.

Dated at Margate this 24th day of July 1995.

John Crickmay & Co., Execution Creditor's Attorney, First Floor, Gird Mowat Centre, P.O. Box 156, Margate; and/or 50 Bisset Street, Port Shepstone.

Case 9437/85

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

In the matter between **ABSA Bank Limited,** Plaintiff, and **Jairaj Rosen Pershad** and **Karanwathie Rosen Pershad,** married in community of property to each other, Defendants

In pursuance of a judgment granted on 25 February 1986 in the Court of the Magistrate, Pinetown, and under a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 1 September 1995 at 10:00, at the Front Entrance, Magistrate's Court, 22 Chancery Lane, Pinetown:

Description: A certain piece of land being Lot 4892, 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 1 043 square metres.

Postal address: 8 Gajra Terrace, Pinetown, KwaZulu/Natal.

Improvements: Double storey brick under tile dwelling, entrance hall, lounge, dining-room, study, kitchen, scullery, four bedrooms, two bathrooms/w.c., w.c. and separate w.c.

Outbuildings: Four attached garages, two store-rooms, w.c./shower, swimming-pool, brick fencing and brick paving.

Town-planning zoning: Special Residential.

Nothing is guaranteed in the above respects.

Material conditions:

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act, and the rules made thereunder.

2. (a) The purchaser shall pay a deposit of 10% (ten per centum) of the purchase price and the auctioneer's commission immediately after the sale, and the balance (including the payment of the undermentioned interest) against transfer to be secured by a bank or building society guarantee to be furnished to the Sheriff of the Magistrate's Court within 14 days after the sale. The said guarantee shall be approved by the Plaintiff's attorneys.

(b) The purchaser shall be liable for the payment of interest at the rate payable to the Plaintiff at the time of the sale on the amount of the Plaintif's claim from date of the sale (and in the event of there being any other preferent creditor, then the interest payable upon such preferent creditor's claim) until the date of transfer, both days inclusive.

3. Transfer shall be effected by the attorneys for the Plaintiff and the purchaser shall pay all transfer costs, including arrear and current rates, sewerage connection fees (if any), taxes, VAT, and all other charges necessary to effect transfer on request by the said attorneys.

The full conditions of sale may be inspected at the office of the Sheriff for the Magistrate's Court, 2 Samkit centre, 62 Caversham Road, Pinetown, and at the offices of David Gardyne & Partners, Eighth Floor, JBS Building, 78 Field Street, Durban.

Dated at Durban on this 25th day of July 1995.

David Gardyne & Partners, Plaintiff's Attorneys, Eighth Floor, JBS Building, 78 Field Street, Durban. (Ref. D. Gardyne/VL/GAL571.)

Case 654/90

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

In the matter between **KwaZulu Finance and Investment Corporation Ltd,** Plaintiff, and **Mzikayise Eltai Sibiya,** Defendant

In pursuance of a judgment of the Court of the Magistrate, Camperdown dated 1 August 1990 the writ of execution dated 1 August 1990, the immovable property listed hereunder will be sold in execution on Friday, 25 August 1995 at 11:00, at the Sheriff's Salesroom, 5 Bishop Street (behind Masonic Lodge) Camperdown to the highest bidder:

Ownership Unit B552, in the Township of Mpumalanga, District of Pietermaritzburg, in extent 383 square metres represented and described on Deed of Grant 1888/48.

1. The property shall be sold without reserve and to the highest bidder and shall be subject to the terms and conditions of the Magistrates' Courts Act and rules made thereunder, and of the title deed in so far as there are applicable.

2. The following improvements on the property are reported, but nog guaranteed: Dwelling-house.

3. The purchase price shall be paid in full by way of cash or bank-guaranteed cheque to the Sheriff together with interest on the full amount of the Plaintiff's claim at the rate of 23% per cent per annum to date of payment.

4. The full conditions of sale which will be read out by the Sheriff of the Magistrate's Court, Camperdown, immediately prior to the sale may be inspected at his office at 5 Bishop Street (behind Masonic Lodge), Camperdown.

A. H. R. Louw, for Geyser Liebetrau Du Toit & Louw, Plaintiff's Attorneys, 380 Loop Street, Pietermaritzburg. (Ref. K1L/155/gd.)

Saak 373/95

IN DIE LANDDROSHOF VIR DIE DISTRIK VRYHEID GEHOU TE VRYHEID

In die saak tussen **ABSA Bank Beperk** handeldrywende as Trust Bank, Eksekusieskuldeiser, en **Cornelius Johannes Frederick Struwig,** Eerste Eksekusieskuldeiser en **Deanne Struwig,** Tweede Eksekusieskuldeiser

Ingevolge 'n vonnis van bogemelde Agbare Hof en 'n lasbrief vir beslaglegging gedateer 23 Junie 1995, sal die volgende onroerende eiendom geregtelik verkoop word op Woensdag, 30 Augustus 1995 om 11:00, voor die Landdroskantoor, Kerkstraat, Vryheid, naamlik:

Onderverdeling 2 van Erf 188, Vryheid, geleë in die Vryheid Plaaslike Oorgangsraad gebied, administratiewe distrik Vryheid, Provinsie KwaZulu/Natal, groot tweeduisend eenhonderd een-en-veertig (2 141) vierkante meter, geleë te Heerenstraat 183, Vryheid, gehou kragtens Transportakte T22061/93, onderworpe aan die beperkende voorwaardes vervat in die titel (hierna genoem die eiendom).

Die volgende inligting word verstrek maar geen waarborg word in die verband gegee nie.

Verbeterings: Woonhuis en gebruiklike buitegeboue.

Vernaamste verkoopvoorwaardes:

1. Die eiendom sal verkoop word sonder reserweprys aan die hoogste bieër.

2. Die veiling sal onderworpe wees aan die bepalings en voorwaardes van die Wet op Landdroshowe No. 32 van 1944, soos gewysig, en die reëls daaronder uitgevaardig en aan enige beperkende voorwaardes vervat in die titelakte van die eiendom.

3. Die koper sal tien persent (10%) van die koopprys betaal onmiddellik na die verkoping en die balans sal betaalbaar wees teen registrasie van die eiendom in die naam van die koper. Die koper sal verplig wees om binne veertien (14) dae na die datum van verkoping die Balju of die Eksekusieskuldeiser se prokureurs te voorsien van bank of bougenootskap waarborg vir die balans, tesame met enige rente wat aan 'n preferente skuldeiser betaalbaar is vanaf die datum van verkoping van die eiendom tot datum van oordrag daarvan.

4. Die koper sal aanspreeklik wees vir die betaling van rente aan enige preferende skuldeiser vanaf die datum van die verkoping van die eiendom tot die datum van oordrag daarvan.

5. Die koper sal aanspreeklik wees vir die betaling van alle erfbelasting, water en ligtegelde en/of ander munisipale heffing soos verskuldig op datum van verkoping.

6. Die volledige verkoopvoorwaardes wat deur die Balju onmiddellik voor die verkoping uitgelees sal word kan besigtig word by die kantoor van die Balju, Vryheid en/of by die kantore van die Eksekusieskuldeiser se prokureurs, te Landdroststraat 153, Vryheid.

Geteken te Vryheid hierdie 20ste dag van Julie 1995.

C. A. F. Froneman, vir Uys & Vennote, Prokureurs vir Eksekusieskuldeiser, Landdroststraat 153, Posbus 231, Vryheid. (Verw. Froneman/A494.)

Case 3786/91

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KLIP RIVER HELD AT LADYSMITH

In the matter between **First National Bank,** Execution Creditor, and **Rasools Restaurant,** First Execution Debtor, **Sayed Ismail Rassool,** Second Execution Debtor and **Amed Refaie Ismail Rassool,** Third Execution Debtor

In pursuance of a judgment granted in the above Honourable Court on 1 November 1991 and a warrant of execution, the undermentioned property will be sold in execution on Tuesday, 29 August 1995 at 10:00, in front of the Magistrate's Court, Keate Street, Ladysmith.

Property: Lot 1117, Ladysmith, situated in the Borough of Ladysmith, Administrative District of Natal, in extent two nought comma five two seven six (20,5276) hectares and held under Deed of Transfer 3794/1947.

Subject to the conditions contained in the said deed of transfer and in particular to the reservation of the rights to minerals in favour of the estate, situated off Main Road, Townlands, Ladysmith.

Zone: Agricultural.

Improvements: None (improvements not guaranteed).

The sale of the property shall be subject to the following conditions:

1. The property shall be sold by the Sheriff of the District of Klip River, and subject to the provisions of the Magistrates' Courts Act No. 32 of 1944 and the rules promulgated in terms thereof.

2. The property shall be sold without reserve to the highest bidder, provided that the Sheriff may, with the consent of the judgment creditor, refuse any bid. No bid less than R100 in value above the preceding bid shall be accepted by the Sheriff.

3. Ten per cent (10%) of the purchase price, as well as the Sheriff's commision shall be paid in cash upon conclusion of the sale and the balance shall be secured to the satisfaction of the Sheriff, within 14 (fourteen) days of the date of sale.

4. Neither the execution creditor, nor the Sheriff gives any warranty as to the state of the property sold. The property will be sold voetstoots.

5. The full conditions of sale can be inspected at the offices of the Execution Creditors attorney, or of the Sheriff at 5 Poort Road, Ladysmith, and will be read out immediately prior to the sale.

Dated at Ladysmith on this 27th day of July 1995.

C. A. Botha & Partners, Attorney for Execution Creditor, 74 Murchison Street, Ladysmith, 3370. (Ref. M. Louw/MB/UYR095.)

Case 74384/94

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

In the matter between **Cape Fair Body Corporate,** Execution Creditor, and **T. M. Ncanana,** Execution Debtor

In pursuance of a judgment granted on 7 December 1994 in the Magistrate's Court for the District of Durban, held at Durban and a writ of execution issued thereunder, the immovable property listed hereunder will be sold in execution on Thursday, 31 August 1995 at 14:00, in front of the Magistrate's Court, Somtseu Road Entrance, Durban:

Description: Section 43 as shown and more fully described on Sectional Plan 59/1984 in the building or buildings known as Cape Fair situated at Durban of which the floor area, according to the said sectional plan is 37 square metres, and an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan under Deed of Transfer ST1703/1992.

Street address: Flat 112, Cape Fair, 495/497 Smith Street, Durban.

Improvements: One unit comprising of batchelor flat, with sleeping recess, kitchen, bathroom and toilet. D.C. water and lights.

Zoning: Special Residential (nothing guaranteed).

The sale shall be for rands and no bids of less than one hundred rank (R100) shall be accepted.

The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.

1. The purchaser shall pay a deposit of ten per cent (10%) of the purchase price in cash immediately after the sale and the balance against transfer to be secured by a bank or building society guarantee to be approved by the Plaintiff's attorneys, to be furnished to the Sheriff of the Court or the auctioneer within fourteen (14) days after the sale.

2. The purchaser shall be liable for interest at the rate of 21,75% (twenty-one comma seven five per cent) per annum to the bondholder, ABSA Bank Limited, on the amount of the award to the Plaintiff and the plan of distribution, calculated as from the date of sale to date of transfer, both days inclusive.

3. Transfer shall be affected by the attorneys for the Execution Creditor and the purchaser shall pay all transfer costs, including transfer duty, current rates and other necessary charges to effect transfer upon request by the said attorney.

4. The property and the improvements thereon are sold voetstoots and without any warranties.

5. The full conditions of sale may be inspected at the office of the Sheriff of the Magistrate's Court, Durban Central, 21 Stafmayer House, Beach Grove, Durban.

Dated at Durban this 27th day of July 1995.

Livingston Leandy Inc., Execution Creditor's Attorneys, 10th Floor, First National Bank Building, corner of Smith and Field Streets, Durban. (Ref. W. J. Broome.)

Case 15182/95

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 **Sanjeev Ishwarlal Hutheram,** Judgment Debtor

In pursuance of a judgment in the above Court and writ of execution dated 20 July 1995, the immovable property listed hereunder will be sold in execution on Friday, 25 August 1995, at 11:00, by the Sheriff for the Magistrate's Court, Pietermaritzburg, at the Sheriff's Sale Room, 277 Berg Street, Pietermaritzburg, to the highest bidder without reserve, subject to the conditions of sale that will be read out by the auctioneer:

Subdivision 215 (of 14) of the farm Belfort Estate 14040, situated in the City of Pietermaritzburg, Administrative District of Natal, in extent 810 (eight hundred and ten) square metres, situated at 61 Belfort Road, Belfort, Pietermaritzburg, held by judgment debtor under Deed of Transfer T34354/94.

The following information is given about the immovable property but is not guaranteed: *Zoning:* Special Residential.

Improvements: A single storey dwelling constructed of brick under tile and comprising of lounge, dining-room, kitchen, three bedrooms, one-and-a-half bathrooms, shower and two toilets.

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 on this the 25th day of July 1995.

Venn, Nemeth & Hart Inc., Judgment Creditor's Attorneys, 281 Pietermaritz Street, Pietermaritzburg. (Ref. ABB/06N2385/93.)

Case 1024/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF UMVOTI HELD AT GREYTOWN

In the matter between **First National Bank,** Execution Creditor, and **Dayawathie Ramlakan,** Execution Debtor

In pursuance of a judgment granted on 27 October 1994, in the above Court and a warrant of execution issued thereafter, the immovable property listed hereunder shall be sold in execution to the highest bidder on 6 September 1995, at 11:00, in the front of the Magistrate's Court, Greytown:

1 (a) *Deeds Office description:* Subdivision 3 of Lot 1005, Greytown, situated in the Borough of Greytown, Administrative District of Natal, in extent 1 349 (one thousand three hundred and forty-nine) square metres, held under Deed of Transfer T6569/78.

1 (b) *Street address:* 77 Cathcart Street, Greytown, Natal.

1 (c) *Improvements:* Building with outbuildings.

1 (d) *Zoning:* General Residential.

NB: Neither the Execution Creditor nor the attorneys warrant any of the above details.

Material conditions:

1. The conditions of sale may be inspected at the office of the attorneys for the Execution Creditor and at the office of the Sheriff of the Magistrate's Court, 119 Voortrekker Street, Greytown.

2. The sale shall be by public auction without reserve to the highest bidder, subject to agreement by the bondholder.

3. The purchaser shall deposit 1/10 (one-tenth) of the purchase price with the auctioneer on the signing of the conditions of sale and the balance of the purchase price, together with interest shall be paid in cash or certified guarantee by the furnishing of a bank or building society within 14 (fourteen) days after date of sale.

4. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act (Act 32 of 1944), as amended, and the rules made thereunder.

Dated at Greytown, Natal, on this the 18th day of July 1995.

Nel & Stevens, Attorneys for Execution Creditor, 117A Voortrekker Street, P.O. Box 60 (DX 1), Greytown, 3500.

Case 7690/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between **ABSA Bank Limited,** Plaintiff, and **Naresh Harrypersadh,** Defendant

In execution of a judgment granted by the Supreme Court of South Africa (Durban and Coast Local Division), on 5 December 1994, in the above-mentioned suit, the following immovable property will be sold by public auction by the Sheriff of the Supreme Court of Durban North, on the steps of the Supreme Court, Masonic Grove, Durban, at 10:00, on Friday, 25 August 1995, on conditions which will be read out by the Sheriff before the sale, and which conditions are in possession of the Sheriff, and may be inspected at his office at 15 Milne Street, Durban, namely:

Remainder of Subdivision 6 of Lot 4259, Reservoir Hills, situated in the City of Durban, Administrative District of Natal, in extent two thousand four hundred and forty-six (2 446) square metres, which property is physically situated at 154 O'Flaherty Road, Reservoir Hills, and which property is held by the above-named Defendant under and by virtue of Deed of Transfer T31983/92.

Improvements: Without constituting a warranty of any nature, the property has been improved by the erection thereon of a double storey brick/plaster dwelling under tile roof consisting of: *Downstairs:* Section 1, bedroom, lounge, kitchen and shower/toilet. *Section 2:* Two bedrooms, kitchen and shower/toilet. *Section 3:* Two bedrooms, kitchen and shower/toilet. *Upstairs:* Lounge, dining-room, three bedrooms all with en-suite consisting of bath/washbasin/toilet, kitchen, bath/shower/washbasin and toilet.

Zoning: The property is zoned for special residential purposes and enjoys no special consents in respect of its zoning.

Terms: The purchase price will be payable subject to the conditions of sale, as follows:

(a) 10% (ten per centum) of the purchase price together with the Deputy Sheriff's commission on the sale to be paid immediately in cash on the date of sale.

(b) All current and arrear rates, taxes, electrical, sanitary, water and other fees or charges to be paid in cash within 7 (seven) days of the date of sale together with costs of transfer and transfer duty.

(c) The balance of the purchase price together with interest at the rate of 15,25% (fifteen comma two five) per centum per annum compounded monthly in advance on the amount referred to in the conditions of sale to date of transfer both days inclusive, to be secured by an acceptable guarantee to be furnished within 14 (fourteen) days after the date of sale.

Dated at Durban this 17th 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/Docex 71. [Tel. (031) 304-7614/5.] (Ref. CMK/0401771/A332/Mrs Chetty.)

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF INANDA HELD AT VERULAM

In the matter between **United Building Society Limited** (No. 86/04794/06), Execution Creditor, and **Pravin Devraj,** First Execution Debtor, and **Shakila Devraj,** Second Execution Debtor

In pursuance of judgment granted on 26 June 1989, 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 Friday, 8 September 1995, at 09:00, in front of the Magistrate's Court, Moss Street, Verulam, to the highest bidder:

Description: A certain piece of land being, Lot 101, Earlsfield, situated in the City of Durban, Administrative District of Natal, measuring three hundred (300) square metres.

Postal address: 294 Earlsfield Drive, Earlsfield.

Improvements: Block under tile dwelling consisting of lounge, hall, three bedrooms, kitchen, bathroom and toilet.

Town-planning: Zoning: Special Residential.

Special privileges: Nil.

Nothing is guaranteed in these respects.

Material conditions:

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.

2. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price in cash or by a bank-guaranteed cheque at the time of the sale, the balance against transfer to be secured by a bank or building society guarantee to be approved by the Plaintiff's attorneys to be furnished to the Magistrate's Court Sheriff within 14 (fourteen) days after the date of sale.

3. If more than one property is to be sold, the properties may be purchased separately, unless this is precluded by the conditions of title or law.

The full conditions may be inspected at the offices of the Sheriff for the Magistrate's Court, Suite 7, Foresum Centre, 314 old Main Road, Tongaat or at our offices.

Dated at Durban this 17th 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/Docex 71. [Tel. (031) 304-7614/5.] (Ref. CMK/001416/097/Mrs Chetty.)

Case 2170/95

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 **Oswalo Bekamatiolo Mnyaiza,** First Defendant, and **Benzani Florence Mnyaiza,** 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 south entrance of the Umlazi Magistrate's Court near the National and KwaZulu flag post, on Friday, 25 August 1995 at 12:00:

Description: Site Y200, situated in the Township of Umlazi, District of Umlazi, in extent 398 (three hundred and ninety-eight) square metres, held under Certificate of Right of Leasehold G2626/93.

Physical address: Y200 Umlazi Township, Natal.

Zoning: Special residential.

The property consists of the following: Single storey brick under tile roof dwelling comprising lounge, dining-room, kitchen, three bedrooms, bathroom, toilet and verandah.

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 requrest by the sale attorneys.

4. The full conditions of sale may be inspected at the offices of the Sheriff of the Supreme Court, Umlazi, Natal.

Dated at Durban this 20th day of July 1995.

Goodrickes, Plaintiff's Attorneys, 24th Floor, 320 West Street, Durban, 4001. (Ref. J. A. Allan/S.8360/mvr.)

Case 4886/94

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

In the matter between **KwaZulu Finance & Investment Corporation Limited,** Plaintiff, and **Martha Busisiwe Phili,** Defendant

In pursuance of judgment granted on 13 June 1994 in the Pinetown Magistrate's Court, and under a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 1 September 1995 at 10:00, at the front entrance, Magistrate's Court, 22 Chancery Lane, Pinetown, to the highest bidder:

Description: A certain piece of land, being Ownership Unit A6524, in extent 260 square metres, situated in the Township of KwaNdengezi, represented and described on General Plan PB390/1991, held by virtue of Deed of Grant G000189/92.

Improvements: A single storey block/plaster and asbestos dwelling (30,8 m^2) comprising of lounge, two bedrooms, shower and w.c., municipal electricity, water supply and sanitation: Local authority.

Nothing is guaranteed in respect of such improvements on the property:

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.

2. The purchaser shall pay the purchase price in cash or by bank-guaranteed cheque on the day of the sale. In the event of the purchaser having to obtain finance from a financial institution, the purchaser shall on the day of the sale produce written information from the said financial institution to the effect that the purchaser qualifies for a loan, which shall not be less than the purchase price.

The full conditions may be inspected at the offices of the Sheriff, Pinetown, or at the offices of Strauss Daly Inc.

Dated at Durban this 18th day of July 1995.

Strauss Daly Inc., Plaintiff's Attorneys, 11th Floor, The Marine, 22 Gardiner Street, Durban. (Ref. Z25561/26.)

Case 1577/95

IN THE SUPREME COURT OF SOUTH AFRICA

(Natal Provincial Division)

In the matter between **Standard Bank of South Africa Limited,** Plaintiff, and **Leonard Mzonjani Mnikathi,** First Defendant, and **Virginia Ntombimpela Thembelihle Mnikathi,** Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Natal Provincial Division) the following immovable property belonging to the above-named Defendants, will be sold in execution on 25 August 1995 at 09:00, by the Sheriff of the Supreme Court, in front of the Magistrate's Court Building, Mtunzini, to the highest bidder for cash, without reserve:

Ownership Unit H2880, situated in the Township of Esikhawini, District of Ongoye, in extent four hundred and fifty (450) square metres held under Deed of Grant G1618/87.

The following information relating to the property is furnished but not guaranteed in any way:

1. The property is situated at Unit H2880, Esikhawini, KwaZulu/Natal.

2. The property has been improved by the construction thereon of a three bedroomed dwelling with lounge, kitchen and bathroom/toilet.

The conditions of sale may be inspected at the aforesaid offices of the Sheriff and at the offices of Austen Smith, Walmsley House, 191 Pietermaritz Street, Pietermaritzburg, during normal office hours.

Dated at Pietermaritzburg this 29th day of July 1995.

Austen Smith, Plaintiff's Attorney, Walmsley House, 191 Pietermaritz Street, Pietermaritzburg. (Ref. P. R. J. Dewes/vmh/S 0296.)

Case 958/95

IN THE SUPREME COURT OF SOUTH AFRICA

(Natal Provincial Division)

In the matter between **Standard Bank of South Africa Limited,** Plaintiff, and **Bonisiwe Ntombintombi Mathe,** 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 25 August 1995 at 09:00, by the Sheriff of the Supreme Court, in front of the Magistrate's Court Building, Mtunzini, to the highest bidder for cash, without reserve:

Ownership Unit J911, situated in the Township of Esikhawini, District of Ongoye, in extent three hundred and thirty-eight (338) square metres, held under Deed of Grant G5635/1986.

The following information relating to the property is furnished but not guaranteed in any way:

1. The property is situated at Unit J911, Esikhawini, KwaZulu/Natal.

2. The property has been improved by the construction thereon of a three bedroomed dwelling with lounge, dining-room, kitchen and two bathrooms/toilets.

The conditions of sale may be inspected at the aforesaid offices of the Sheriff and at the offices of Austen Smith, Walmsley House, 191 Pietermaritz Street, Pietermaritzburg, Natal, during normal office hours.

Dated at Pietermaritzburg this 20th day of July 1995.

Austen Smith, Plaintiff's Attorney, Walmsley House, 191 Pietermaritz Street, Pietermaritzburg. (Ref. P. R. J. Dewes/vmh/S 0262.)

Case 1278/95

IN THE SUPREME COURT OF SOUTH AFRICA

(Natal Provincial Division)

In the matter between **Standard Bank of South Africa Limited,** Plaintiff, and **Thabile Gladys Mkhwanazi,** 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 25 August 1995 at 09:00, by the Sheriff of the Supreme Court, in front of the Magistrate's Court Building, Mtunzini, to the highest bidder for cash, without reserve:

Ownership Unit H3152, situated in the Township of Esikhawini, District of Ongoye, in extent six hundred and seventy-six (676) square metres held under Deed of Grant G394/1987.

The following information relating to the property is furnished but not guaranteed in any way:

1. The property is situated at Unit H3152, Esikhawini, KwaZulu/Natal.

2. The property has been improved by the construction thereon of a four bedroomed dwelling with lounge, dining-room, kitchen and bathroom/toilet.

The conditions of sale may be inspected at the aforesaid offices of the Sheriff and at the offices of Austen Smith, Walmsley House, 191 Pietermaritz Street, Pietermaritzburg, Natal during normal office hours.

Dated at Pietermaritzburg this 20th day of July 1995.

Austen Smith, Plaintiff's Attorneys, Walmsley House, 191 Pietermaritz Street, Pietermaritzburg. (Ref. P. R. J. Dewes/vmh/S 0281.)

Case 2163/95

IN THE SUPREME COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between **ABSA Bank Limited** (No. 86/04794/06), Plaintiff, and **Manojkumar Haripersad,** Defendant

In execution of a judgment granted by the Supreme Court of South Africa (Durban and Coast Local Division) on 8 May 1995 in the above-named suit, the following immovable property will be sold by public auction by the Sheriff of the Supreme Court of Chatsworth, at the Chatsworth Magistrate's Court, Justice Street, Unit 5, Chatsworth, on Tuesday, 29 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 6 Gosai Centre, 56 Greendale Road, Silverglen, Chatsworth, namely:

Subdivision 1133 (of 983), of Lot 300, Chatsworth, situated in the City of Durban, Administrative District of Natal, in extent 329 (three hundred and twenty-nine) square metres, which property is physically situated at 478 Crossmoor Drive, Chatsworth, 4092, and which property is held by the above-named Defendant under and by virtue of Deed of Transfer T35985/93.

Improvements: Without constituting a warranty of any nature, the property has been improved by the erection thereon of block under corrugated asbestos dwelling consisting of lounge, kitchen, two bedrooms and shower/toilet.

Zoning: The property is zoned for special residential purposes and enjoys no special consents in respect of its zoning.

Terms: The purchase price will be payable subject to the conditions of sale, as follows:

(a) 10% (ten per cent) of the purchase price together with the Deputy Sheriff's commission on the sale to be paid immediately in cash on the date of sale.

(b) All current and arrear rates, taxes, electrical, sanitary, water and other fees or charges to be paid in cash within 7 (seven) days of the date of sale together with costs of transfer and transfer duty.

(c) The balance of the purchase price together with interest at the rate of 16,25% (sixteen comma two five per centum) per annum from 1 March 1995 to 31 March 1995, and at the rate of 17,25% (seventeen comma two five per centum) per annum compounded monthly in advance on the amount referred to in the conditions of sale to date of transfer both days inclusive, to be secured by an acceptable guarantee to be furnished within 14 (fourteen) days after the date of sale.

Dated at Durban this 7th day of July 1995.

Browne Brodie & Co., Plaintiff's Attorneys, 12th Floor, United Buidling, 291 Smith Street, Durban, 4001; P.O. Box 714, Durban, 4000; Docex 71. [Tel. (031) 304-7614/5.] (Ref. CMK/013275/045/Mrs Chetty.)

Case 7968/91

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF INANDA HELD AT VERULAM

In the matter between **NBS Bank Limited** (Reg.No. 87/01384/06), Execution Creditor, and **Joe Johannes Aarons,** First Execution Debtor, and **Elizabeth Aarons,** Second Execution Debtor

In pursuance of a judgment in the Court for the Magistrate of Verulam, and reissued writ of execution dated 2 June 1995, the property listed hereunder will be sold in execution on 8 September 1995 at 09:00, at the front entrance of the Magistrate's Court, Moss Street, Verulam, to the highest bidder:

Subdivision 59 of Lot 444, Zeekoe Vallei, situated in the City of Durban, Administrative District of Natal, Province of KwaZulu/Natal, in extent five hundred and seven (507) square metres, formerly known as Subdivision 5810 (of 5751) of the farm Zeekoe Vallei 787.

Postal address: 22 Skate Place, Newlands East, KwaZulu/Natal.

Town-planning zoning: Residential.

The following improvements are reported to be on the property, but nothing is guaranteed: A single storey concrete block and tile dwelling consisting of lounge, dining-room, kitchen, three bedrooms, bathroom, w.c., patio, steps, pergola and fencing.

Vacant possession is not guaranteed.

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff for Inanda, District Two. A substantial bank loan can be raised for an approved purchaser with prior approval.

Dated at Pinetown this 19th 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/N012/392.)

Case 2911/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Natal Provincial Division)

In the matter between **KwaZulu Finance & Investment Corporation Limited,** Plaintiff, and **Patrick Mduduzi Dladla,** 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 25 August 1995 at 09:30, at the Sheriff's Office, 5 Courtyard, Derek Hall, 172 Loop Street, Pietermaritzburg, Natal, to the highest bidder for cash, without reserve:

The following information relating to the property is furnished but not guaranteed in any way: Site 585 (Edendale A), Ashdown, situated in the City of Pietermaritzburg, Administrative District of Natal, in extent 448 (four hundred and forty-eight) square metres held under Deed of Grant GF1900/1984.

1. The property is situated at Site 585 (Edendale A), Ashdown, situated in the City of Pietermaritzburg, Administrative District of Natal.

2. The property has been improved by the construction thereon of a dwelling and usual outbuildings.

3. The conditions of sale may be inspected at the aforesaid offices of the Sheriff and at the offices of Austen Smith, Walmsley House, 191 Pietermaritz Street, Pietermaritzburg, Natal, during normal office hours.

Dated at Pietermaritzburg this 17th day of July 1995.

Austen Smith, Plaintiff's Attorney, Walmsley House, 191 Pietermaritz Street, Pietermaritzburg. (Ref. GRA/myb/50/K0112/C3.)

Case 1007/95

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT SHEPSTONE HELD AT PORT SHEPSTONE

In the matter between **Nedcor Bank Limited** (No. 51/00009/06), formerly Nedperm Bank Limited (No. 51/00009/06), formerly South African Permanent Building Society, Execution Creditor, and **John Roger Matthews,** First Execution Debtor, and **Faith Matthews,** Second Execution Debtor

In pursuance of a judgment in the Court of the Magistrate at Port Shepstone, and the warrant of execution issued pursuant thereto on 29 May 1995, the immovable property described as:

Lot 804, Southport Extension 1, situated in the Bendigo Town Board Area, and in the Southern Natal Joint Services Board Area, Administrative District of Natal, Province of KwaZulu/Natal, in extent 1 262 square metres, held under Deed of Transfer T3533/88, and situated in Palm Road, Southport Extension 1, will be sold in execution on Friday, 1 September 1995 at 10:00, on the Court-house steps of the Magistrate's Court, Port Shepstone, on terms and conditions which will be read out at the time of the sale and which may in the meantime be inspected at the office of Barry, Botha & Breyten Inc., the Plaintiff's attorneys, 16 Bisset Street, Port Shepstone. The material terms and conditions of the sale are as follows:

(a) (i) The purchase price shall be paid as to 10% (ten per centum) of the outtanding amount due to the Plaintiff at the time of the sale into the trust account of Plaintiff's conveyancers who shall invest this in an interest bearing account. All interest earned thereon shall be for the purchaser's benefit.

(ii) The Sheriff shall, if requested by the Plaintiff at any time prior to or after the commencement of the bidding, require any bidder other than the Plaintiff to deposit with him in cash or by way of a bank-guaranteed cheque an amount equal to 10% (ten per centum) of the amount owing to the Plaintiff before accepting any bid or further bid from such bidder.

(b) The balance of the purchase price *together* with interest at the rate payable to the Plaintiff at the time of this sale on the amount of the Plaintiff's claim and calculated from the date of sale until the date of transfer shall be paid and secured by a bank or building society guarantee in a form acceptable to the Plaintiff's conveyancers. This guarantee shall be delivered to the Plaintiff's conveyancers within 14 days of the date of sale.

(c) The purchaser shall pay to the local authority or any other authority entitled thereto such rates, taxes, refuse charges, transfer duty or VAT where applicable and other amounts whatsoever owing on the property together with any other amounts which must in law be paid to procure transfer of the property.

(d) The purchaser shall pay to the Sheriff on the date of sale his commission calculated at 5% (five per centum) on the first R20 000 of the purchase price, and 3% (three per centum) on the outstanding balance, subject to a maximum commission of R6 000 and a minimum commission of R200.

(e) The property shall be sold subject to any valid existing tenance (if any).

(f) Neither the Plaintiff nor the Sheriff give any warranty as to the state of the property which is sold voetstoots.

(g) The risk in and to the property shall pass to the purchaser on the date of sale.

The property is improved by dwelling under brick and asbestos, consisting of lounge, dining-room, kitchen, three bedrooms, bathroom and toilet.

Outbuildings under brick and asbestos, consisting of single garage, servants' quarters and toilet.

Dated at Port Shepstone on this the 20th day of July 1995.

Barry, Botha & Breytenbach Inc., Plaintiff's Attorneys, 16 Bisset Street, Port Shepstone. (Ref. E. R. Barry/NP100/01NP01100.)

Case 2301/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between **ABSA Bank Limited,** Plaintiff, and **Owen Ridley Steyn,** Defendant

In execution of a judgment granted by the Supreme Court of South Africa (Durban and Coast Local Division), on 17 June 1994, in the above-named suit, the following immovable property will be sold by public auction by the Sheriff of the Supreme Court, Pinetown, at the front entrance of the Magistrate's Court, 22 Chancery Lane, Pinetown, at 10:00, on Friday, 25 August 1995, on conditions which will be read out by the Sheriff before the sale, and which conditions are in possession of the Sheriff, and may be inspected at his office at 62 Caversham Road, Pinetown, namely:

Subdivision 16 of Lot 186, Ashley, situated in the Borough of Pintown and in the Port Natal–Ebhodwe Joint Services Board Area, Administrative District of Natal, in extent 1 202 (one thousand two hundred and two) square metres, which property is physically situated at 4 Aloe Road, Pinetown, and which property is held by the above-named Defendant under and by virtue of Deed of Transfer T13395/93.

Improvements: Without constituting a warranty of any nature, the property has been improved by the erection thereon of a brick under tile dwelling consisting of: Entrance hall, lounge, dining-room, kitchen, sewing room, four bedrooms, bathroom/toilet, shower/toilet. *Outbuilding:* Double garage, carport and swimming-pool.

Zoning: The property is zoned for special residential purposes and enjoys no special consents in respect of its zoning.

Terms: The purchase price will be payable subject to the conditions of sale, as follows:

(a) 10% (ten per centum) of the purchase price together with the Sheriff's commission on the sale to be paid immediately in cash on the date of sale.

(b) All current and arrear rates, taxes, electrical, sanitary, water and other fees or charges to be paid in cash within 7 (seven) days of the date of sale together with costs of transfer and transfer duty.

(c) The balance of the purchase price together with interest at the rate of 15,25% (fifteen comma two five) per centum per annum compounded monthly in advance on the amount referred to in the conditions of sale to date of transfer both days inclusive, to be secured by an acceptable guarantee to be furnished within 14 (fourteen) days after the date of sale.

Dated at Durban this 10th 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/Docex 71. [Tel. (031) 304-7614/5.] (Ref. CMK/U045/031973//Mrs Chelin.)

Case 2892/94

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

In the matter between **Gopee Investments CC,** Plaintiff, and **Ramsamy Kanakiah Naidoo,** Defendant

In pursuance of a judgment granted on 9 September 1994, in the above action and under a writ of execution issued thereafter, the immovable property listed hereunder shall be sold in execution to the highest bidder on 29 August 1995, at 10:00, at the front entrance to the Magistrate's Court, Chatsworth:

Description: Lot 278, Umhlatuzana, situated in the City of Durban, Administrative District of Natal, in extent 1 301 square metres.

Address: 15–50th Avenue, Umhlatuzana.

Improvements: Vacant land.

1. (a) The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.

(b) The property shall be sold without reserve to the highest bidder.

2. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price and the auctioneer's commission in cash immediately after the sale and the balance to be secured by a bank or building society guarantee.

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

Jackson & Ameen, Plaintiff's Attorneys, Fifth Floor, Fenton House, Fenton Road, Durban. (Ref. Colls/P. Murugan/05G188001.)

Case 651/95

IN THE SURPEME COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between **NBS Bank Limited,** Plaintiff, and **William Francis Flemming,** First Defendant, and **Beatrice Anne Flemming,** Second Defendant

In pursuance of a judgment granted in the Supreme Court of South Africa (Durban and Coast Local Division), under a 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 Drive, Durban, at 10:00 on Friday, 1 September 1995:

Description:

1. (a) Section 27 as shown and more fully described on Sectional Plan SS80/94, in the scheme known as Lebombo Court, in respect of the land and building or buildings situated at Durban Local Authority, of which section the floor area, according to the said Sectional Plan is 74 (seventy-four) square metres in extent; and

(b) an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said Sectional Plan, held under Deed of Transfer ST9304/94;

2. (a) an exclusive use area described as parking bay P 14, measuring 17 (seventeen) square metres being as such part of the common property comprising the land and the scheme known as Lebombo Court, in respect of the land and building or buildings situated at Durban Local Authority, as shown and more fully described on Sectional Plan SS80/94, held under Deed of Cession SK2304/94.

Physical address: 27 Lebombo Court, 65 Botanic Gardens Road, Berea, Natal.

Zoning: Special Residential.

The property consisting of the following: A flat consisting of lounge, dining-room, kitchen, hall, two bedrooms, bathroom and toilet.

Nothing in this regard is guaranteed.

1. The sale shall be subject to the terms and conditions of the Supreme Court Act and the rules made thereunder.

2. The purchaser shall pay a deposit of 10% (ten per 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, Office and Sales Room, 15 Milne Street, Durban, Natal.

Dated at Durban this 11th day of July 1995.

Garlicke & Bousfield Inc., Plaintiff's Attorneys, 22nd Floor, Durban Bay House, 333 Smith Street, Durban, 4001. (Ref. Mrs S. L. Mayes/A. Trikamjee.)

Case 8511/92

IN THE SUPREME COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between **ABSA Bank Limited**, trading as Trust Bank and Volkskas Bank, Plaintiff, and **Alexander James Gillies,** First Defendant, and **Hoosen Sayed,** Second Defendant

In pursuance of a judgment in the Supreme Court of South Africa (Durban and Coast Local Division), dated 4 February 1993, and a warrant of execution issued thereafter, the immovable property listed hereunder will be sold in execution, by the Sheriff for the Supreme Court, Pinetown, 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 without reserve:

Property description:

(a) Subdivision 2 of Lot 85, The Wolds, situated in the Borough of New Germany and in the Port-Natal-Ebhodwe Joint Services Board Area, Administrative District of Natal, in extent one thousand six hundred and sixteen (1 616) square metres;

Physical address: 47 High Street, New Germany.

Town-planning zoning: Vacant land.

Material conditions and terms:

1. The sale shall be subject to the terms and conditions of the Supreme Court Act and the rules made thereunder.

2. The purchaser shall pay a deposit of 10% (ten per centum) of the purchase price and the auctioneer's commission in cash immediately after the sale and the balance against transfer to be secured by a bank or building society guarantee, to be furnished to the Sheriff within 14 (fourteen) days after the date of sale, to be approved by the Execution Creditor's attorneys.

3. Payment of Value-Added Tax which may be applicable in terms of Act No. 89 of 1991, shall be borne by the purchaser.

4. The purchaser shall be liable for the payment of interest to the Execution Creditor and to the Bondholder/s (if any) from date of sale to date of registration of transfer, as set out in the conditions of sale.

5. Transfer will be effected by the attorneys for the Execution Creditor and the purchaser shall pay all the transfer costs including arrear and current rates, sewerage connection costs (if any), taxes, levies and other charges necessary to effect transfer on request by the said attorneys. The Court Sheriff shall not be obliged to point out any boundaries, pegs or beacons in respect of the property.

6. The full conditions of sale may be inspected at the offices of the Sheriff of the Supreme Court, Pinetown, 2 Samkit Centre, 62 Caversham Road, Pinetown.

Dated Durban the 12th day of July 1995.

Jacobs & Partners, Plaintiff's Attorneys, 1401 Escoval House, 437 Smith Street, Durban. (Ref. PDJ/BS/A92:26.)

Case 1612/95

IN THE SUPREME COURT OF SOUTH AFRICA

(Natal Provincial Division)

In the matter between **KwaZulu Finance & Investment Corporation Limited,** Plaintiff, and **Bhekizitha David Phakathi,** Defendant

In execution of a judgment of the Supreme Court of South Africa (Natal Provincial Division), the following immovable property beloning to the above-named Defendant, will be sold in execution on 25 August 1995 at 09:30, at the Sheriff's Office, 5 Courtyard, Derek Hall, 172 Loop Street, Pietermaritzburg, Natal, to the highest bidder for cash, without reserve:

The following information relating to the property is furnished but not guaranteed in any way:

Ownership Unit 1650, Unit A, in the Township of Edendale, District of Pietermaritzburg, Natal, in extent 370 (three hundred-and-seventy) square metres, represented and described on Deed of grant 0014779.

1. The property is situated at Ownership Unit 1650 Unit A, in the Township of Edendale, District of Pietermaritzburg, Natal.

2. The property has been improved by the construction thereon of a dwelling and usual outbuildings.

3. The conditions of sale may be inspected at the aforesaid offices of the Sheriff and at the offices of Austen Smith, Walmsley House, 191 Pietermaritz Street, Pietermaritzburg, Natal during normal office hours.

Dated at Pietermaritzburg this 17th day of July 1995.

Austen Smith, Plaintiff's Attorneys, Walmsley House, 191 Pietermaritz Street, Pietermaritzburg. (Ref. RNS/myb/42/K0145/95.)

Case 1796/95

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 **Mervin Dennis Campbell,** Defendant

In pursuance of a judgment of the Supreme Court of South Africa (Durban and Coast Local Division), dated 20 April 1995 and a warrant of execution issued thereafter, the immovable property which is described hereunder will be sold in execution, by the Sheriff for the Supreme Court, Verulam, Inanda District 2, on 18 August 1995 at 09:00, on the steps of the Magistrate's Court, Moss Street, Verulam, without reserve:

Property description: Subdivision 96 of Lot 436, Zeekoevallei, situated in the City of Durban, Administrative District of Natal; in extent 180 (one hundred and eighty) square metres, held under Deed of Transfer T28247/91, subject to the conditions therein contained;

Physical address of property: 18 Tarpan Place, Newlands East.

Zoning of property: Special Residential.

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 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, Durban South, within fourteen (14) days after the date of the sale.

3. Payment of Value-Added Tax which may be applicable in terms of Act No. 89 of 1991 shall be borne by the purchaser.

4. The purchaser shall be liable for the payment of interest to the Execution Creditor and to the bondholder/s (if any) from date of sale to date of registration of transfer, as set out in the conditions of sale.

5. Transfer will be effected by the attorneys for the Execution Creditor and the purchaser shall pay all the transfer costs including arrear and current rates, sewerage connection costs (if any), taxes, levies and other charges necessary to effect transfer on request by the said attorneys.

6. The full conditions of sale may be inspected at the offices of the Sheriff for the Supreme Court, Verulam, Inanda District 2, Suite 7, Foresum Centre, 314 Old Main Road, Tongaat.

Dated at Durban this 12th day of July 1995.

Woodhead Bigby & Irving, Attorneys for Plaintiff, 650 Mansion House, 12 Field Street, Durban. (Tel. 304-4706.) (Ref. CSS/SN/15F627/A4.)

Case 307/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between **ABSA Bank Limited,** Plaintiff, and **Mr Shunmugam Chetty,** First Defendant, **Mrs Thara Chetty,** Second Defendant, **Mr Winston Long,** Third Defendant, and **Mrs Lae Yung Long,** Fourth Defendant

In execution of a judgment granted by the Supreme Court of South Africa (Durban and Coast Local Division) on 10 April 1995 in the above-named suit, the following immovable property will be sold by public auction by the Sheriff of the Supreme Court of Port Shepstone, in front of the Magistrate's Court, Port Shepstone, on Friday, 25 August 1995 at 11:00, on conditions which will be read out by the Sheriff before the sale, and which conditions are in the possession of the Sheriff and may be inspected at his office at 20 Riverview Road, Sunwich, 4230, namely:

Lot 111, Leisure Bay, situated in the Munster Town Board Area and in the Southern Natal Joint Services Board Area, Administrative District of Natal, measuring 1 023 (one thousand and twenty-three) square metres, now known as Lot 111, Leisure Bay, 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, measuring 1 023 (one thousand and twenty-three) square metres, which property is physically situated at Kirkcaldy Avenue, Leisure Bay, and which property is held by the above-named Defendants under and by virtue of Deed of Transfer T11077/92.

Improvements: Without constituting a warranty of any nature, the property has been improved by the erection thereon of brick under tile dwelling consisting of four undercover parking bays, two open plan lounges, dining-room, kitchen, storage space under stairs, toilet and wash-basin, entrance hall, six bedrooms, two toilets, two toilets with shower and wash basin, balcony. Separate outbuilding under brick and tile consisting of single room, toilet and wash basin.

Zoning: The property is zoned for special residential purposes and enjoys no special consents in respect of its zoning.

Terms: The purchase price will be payable subject to the conditions of sale, as follows:

(a) 10% (ten per cent) of the purchase price together with the Deputy Sheriff's commission on the sale to be paid immediately in cash on the date of sale.

(b) All current and arrear rates, taxes, electrical, sanitary, water and other fees or charges to be paid in cash within 7 (seven) days of the date of sale together with costs of transfer and transfer duty.

(c) The balance of the purchase price together with interest at the rate of 15,25% (fifteen comma two five per centum) per annum 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; Docex 71. [Tel. (031) 304-7614/5.] (Ref. CMK/016/027912/Mrs Chetty.)

Case 821/92

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 **Perumal Ramiah Ramiah,** First Defendant, and **Priscilla Ramiah,** Second Defendant

In pursuance of a judgment granted in the Supreme Court of South Africa (Durban and Coast Local Division) under writ of execution issued thereafter, the immovable property listed hereunder will be sold to the highest bidder without reserve at the entrance to the Magistrate's Court Building, Justice Street, Unit 5, Chatsworth, on Tuesday, 29 August 1995 at 10:00:

Description: Lot 459, Silverglen, situated in the City of Durban, Administrative District of Natal, in extent nine hundred and sixty-one (961) square metres, held under Deed of Transfer T9832/91.

Physical address: 49 Silverbank Road, Silverglen, Chatsworth, Natal.

Zoning: Special residential.

The property consists of the following: Single-storey brick under asbestos roof dwelling comprising lounge, dining-room, family room (all tiled), kitchen (tiled with built in cupboards), three bedrooms (with en suite and built in cupboards), bathroom/toilet (tiled) and verandah (tiled). There is a double garage, servant's room and toilet.

Nothing in this regard is guaranteed.

1. The sale shall be subject to the terms and conditions of the Supreme Court Act and the rules made thereunder.

2. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price and the auctioneer's commission in cash immediately after the sale and the balance against transfer to be secured by a bank or building society guarantee, to be furnished to the Plaintiff's attorneys within 14 (fourteen) days after the date of sale, to be approved by the Plaintiff's attorneys.

3. Transfer shall be effected by the attorneys for the Plaintiff and the purchaser shall pay all transfer dues, including transfer duty, current and/or arrear levies/rates and/or Value-Added Tax and other necessary charges to effect transfer upon request by the sale attorneys.

4. The full conditions of sale may be inspected at the offices of the Sheriff of the Supreme Court, 4 Gosai Centre, 56 Greendale Road, Silverglen, Chatsworth, Natal.

Dated at Durban this 23rd day of June 1995.

Goodrickes, Plaintiff's Attorneys, 24th Floor, 320 West Street, Durban, 4001. (Ref. J. A. Allan/S.5402/mvr.)

Case 1003/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF UMVOTI HELD AT GREYTOWN

In the matter between **Union Co-Operative Limited,** Plaintiff, and **F. J. W. Harris,** Defendant

In execution of a judgment of the Magistrate's Court, Greytown, the following immovable properties belonging to the above-named Defendant, will be sold in execution on 30 August 1995 at 11:00, by the Sheriff of the Magistrate's Court, in front of the Magistrate's Court in Greytown, to the highest bidder for cash without reserve:

(a) Remainder of Subdivision 16 of the farm Welgegund 1099, situated in the Administrative District of Natal, in extent 61,6958 (six one comma six nine five eight) hectares and held under Deed of Transfer T5038/1982.

(b) A one quarter ($\frac{1}{4}$) share in and to Subdivision 12 (of 10) of the Farm Lot 4 No. 1675, situated in the Administrative District of Natal, in extent 616 (six hundred and sixteen) square metres and held under Deed of Transfer T10499/1991.

(c) A one quarter ($\frac{1}{4}$) share in and to Remainder of Subdivision 10 (of 2) of the farm Lot 4 No. 1675, situated in the Administrative District of Natal, in extent 512 (five hundred and twelve) square metres and held under Deed of Transfer 10499/1991.

The following information relating to the properties are furnished but not guaranteed in any way:

1. The properties are situated at the farm Ahrens Hill, Ahrens.

2. The properties have been improved by the following: 10 hectares of Pine trees, four hectares of Wattle trees, 10 hectares of fruit trees, 25 hectares of kikuyu pastures.

The main dwelling is a 450 square metre brick under iron construction consisting of a lounge, dining-room, family room, four bedrooms, study, bar area, braai area, kitchen, two and a half bathrooms and swimming-pool. The outbuildings consist of three garages and servants' quarters. There is a borehole on the property which delivers approximately 1 000 litres per hour. There is Escom electricity and the access road to the property is an all weather road.

3. The conditions of sale may be inspected at the aforesaid offices of the Sheriff, Greytown, and at the offices of Austen Smith, Walmsley House, 191 Pietermaritz Street, Pietermaritzburg, Natal, during normal office hours.

Dated at Pietermaritzburg this 14th day of July 1995.

Austen Smith, locally represented by Nel & Stevens, 117A Voortrekker Street, Greytown, 3500. (Ref. 10 A067 001.)

Case 81268/94

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

In the matter between **NBS Bank Limited** (Reg. No. 87/01384/06), Plaintiff, and **Dayanundan Govender,** First Defendant, and **Devanyagie Govender,** Second Defendant

In pursuance of a judgment granted on 22 June 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 1 September 1995 at 10:00, at the front entrance to the Magistrate's Court, Moss Street, Verulam:

Description: Lot 1242, Woodview, situated in the City of Durban, Administrative District of Natal, in extent 245 square metres.

Address: 28 Elmswood Gardens, Woodview, Phoenix.

Improvements: Block under tile dwelling consisting of three bedrooms, lounge, kitchen, toilet, bathroom, water and light facilities.

1. (a) The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.

(b) The property shall be sold without reserve to the highest bidder.

2. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price and the auctioneer's commission in cash immediately after the sale and the balance to be secured by a bank or building society guarantee.

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

Jackson & Ameen, Plaintiff's Attorneys, Fifth Floor, Fenton House, Fenton Road, Durban. (Ref. Colls/P. Murugan/05N011629.)

Case 1556/95

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

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

In pursuance of a judgment granted on 6 June 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 1 September 1995 at 10:00, at the front entrance to the Magistrate's Court, Moss Street, Verulam:

Description: Lot 39, Southgate, situated in the City of Durban, Administrative District of Natal, in extent 384 square metres.

Address: 31 Kentgate Close, Southgate, Phoenix.

Improvements: Brick under tile dwelling comprising of three bedrooms, lounge, kitchen, dining-room, toilet, bathroom and pre-cast fencing, water and lights facilities.

1. (a) The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.

(b) The property shall be sold without reserve to the highest bidder.

2. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price and the auctioneer's commission in cash immediately after the sale and the balance to be secured by a bank or building society guarantee.

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

Jackson & Ameen, Fifth Floor, Fenton House, Fenton Road, Durban. (Ref. Colls/P. Murugan/05N011639.)

Case 38579/95

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

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

In pursuance of a judgment granted on 26 June 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 1 September 1995 at 10:00, at the front entrance to the Magistrate's Court, Moss Street, Verulam:

Description: Lot 969, Rydalvale, situated in the City of Durban, Administrative District of Natal, in extent 354 square metres.

Postal address: 27 Amvale Place, Rydalvale, Phoenix.

Improvements: Block under tile double storey dwelling consisting of:

Upstairs: Three bedrooms, toilet and bathroom.

Downstairs: Kitchen, lounge/dining-room, water and light facilities.

Town-planning zoning: Special residential.

Special privileges: Nil.

Nothing is guaranteed in the above respects.

1. (a) The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.

(b) The property shall be sold without reserve to the highest bidder.

2. (a) The purchaser shall pay a deposit of 10% (ten per centum) of the purchase price and the auctioneer's commission in cash immediately after the sale and the balance to be secured by a bank or building society guarantee to be furnished to the Sheriff of the Court or the auctioneer within twenty-one (21) days after the sale to be approved by the Plaintiff's attorneys.

(b) The purchaser shall be liable for payment of interest at the rate of 17,25% (seventeen comma two five per cent) per annum to the Execution Creditor on the respective amount of the awards in the plan of distribution from the date of sale to date of transfer.

3. Transfer shall be effected by the attorneys of the Plaintiff and the purchaser shall pay all the transfer dues, including transfer duty, current and any arrear rates, and other necessary charges to effect transfer upon request by the said attorneys.

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

Jackson & Ameen, Plaintiff's Attorneys, Fifth Floor, Fenton House, Fenton Road, Durban. (Ref. Colls/P. Murugan/05N011664.)

Case 3753/87

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

In the matter between **ABSA Bank Limited,** Plaintiff, and **Kristensamy Moonsamy Pillay,** Defendant

In pursuance of a judgment granted on 26 February 1987, in the Court of the Magistrate, Durban, and under a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 29 August 1995 at 10:00, in front of the Magistrate's Court, 1 Justice Street, Chatsworth:

Description: A certain piece of land being: Subdivision 1639 of 1553, of the farm Chat Seven 14780, situated in the City of Durban, Administrative District of Natal, measuring 449 square metres.

Postal address: House 19, Road 729, Montford, Chatsworth.

Improvements: Semi-detached double storey block under asbestos roof dwelling comprising three bedrooms, lounge, kitchen, toilet and bathroom.

Town-planning zoning: Special Residential: Minimum plot size 180 square metres.

Nothing is guaranteed in the above respects.

Material conditions:

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.

2. (a) The purchaser shall pay a deposit of 10% (ten per centum) of the purchase price and the auctioneer's commission immediately after the sale, and the balance (including the payment of the undermentioned interest) against transfer to be secured by a bank or building society guarantee to be furnished to the Sheriff of the Magistrate's Court within 14 days after the sale. The said guarantee shall be approved by the Plaintiff's attorneys.

(b) The purchaser shall be liable for the payment of interest at the rate payable to the Plaintiff at the time of the sale on the amount of the Plaintiff's claim from date of the sale (and in the event of there being any other preferent creditor, then the interest payable upon such preferent creditor's claim) until the date of transfer, both days inclusive.

3. Transfer shall be effected by the attorneys for the Plaintiff and the purchaser shall pay all transfer costs, including arrear and current rates, sewerage connection fees (if any), taxes, VAT, and all other charges necessary to effect transfer on request by the said attorneys.

The full conditions of sale may be inspected at the office of the Sheriff for the Magistrate's Court, 12 Oak Avenue, Kharwastan, Chatsworth, and at the offices of David Gardyne & Partners, Eighth Floor, JBS Building, 78 Field Street, Durban.

Dated at Durban this 24th day of July 1995.

David Gardyne & Partners, Plaintiff's Attorneys, Eighth Floor, JBS Building, 78 Field Street, Durban. (Ref. D. Gardyne/VL/GAL2400.)

Case 1539/94

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

In the matter between **Boland Bank Ltd,** Plaintiff, and **M. F. Bassa,** Defendant

In pursuance of a judgment of the Court of the Magistrate, Pinetown, dated 9 May 1995, and writ of execution dated 10 May 1995, the immovable property listed hereunder will be sold in execution on Friday, 1 September 1995 at 10:00, at the front entrance of the Magistrate's Court, Moss Street, Verulam, to the highest bidder:

Property description: Subdivision 264 (of 224) of the farm Melk Houte Kraal, now known as the Township of Duffs Road Extension 1, including public place and roads situated in the Development Area of Duffs Road, Administrative District of Natal, in extent 7,1564 hectares and held under Deed of Transfer T7511/92.

Physical address: 73 Swan Road, Duffs Road, Verulam.

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 with electricity and water consisting of five bedrooms, lounge, kitchen, dining-room, two toilets and two bathrooms.

Outbuildings: Two bedrooms, toilet and bathroom.

3. The purchase price shall be paid as to 10% (ten per cent) 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 cent) 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 Court, Verulam, immediately prior to the sale may be inspected at his office at 2 Mountview Shopping Centre, corner of Inanda and Jacaranda Road, Verulam, Natal.

Dated at Pinetown this 17th 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/B115.)

Case 23721/94

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

In the matter between **NBS Bank Limited** (Reg. No. 87/01384/06), Plaintiff, and **Roychand Mohanlall,** First Defendant, and **Reenawathee Mohanlall,** Second Defendant

In pursuance of a judgment granted on 4 November 1994, in the above action and under a writ of execution issued thereafter, the immovable property listed hereunder shall be sold in execution to the highest bidder on 29 August 1995 at 10:00, at the front entrance to the Magistrate's Court, Chatsworth:

Description: Lot 151, Silverglen, situated in the City of Durban, Administrative District of Natal, in extent 934 square metres.

Address: 8 Greenview Road, Silverglen, Chatsworth.

Improvements: Brick under tile roof dwelling comprising six bedrooms, lounge, dining-room, kitchen, tiled with built in cupboards, two toilets/bathrooms, toilet.

Outbuildings: Garage, two rooms, kitchen, toilet and bathroom. Property fenced tarred yard, driveway.

1. (a) The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.

(b) The property shall be sold without reserve to the highest bidder.

2. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price and the auctioneer's commission in cash immediately after the sale and the balance to be secured by a bank or building society guarantee.

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

Jackson & Ameen, Plaintiff's Attorneys, Fifth Floor, Fenton House, Fenton Road, Durban. (Ref. Colls/P. Murugan/05N225041.)

Case 13706/94

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 **V. S. L. Maphumulo,** First Execution Debtor, and **T. P. Maphumulo,** Second 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 11 April 1995, the following immovable property will be sold in execution on 25 August 1995 at 10:00, in front of the Magistrate's Court Building, Chancery Lane, Pinetown, to the highest bidder:

Description: Lot 5066, Pinetown Extension 54, 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 954 square metres.

Postal address: 19 Mamaya Road, Pinetown.

Improvements: Brick under tile dwelling consisting of three bedrooms, main en suite, lounge, dining-room, kitchen and single 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 Creditors' 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 17th day of July 1995.

C. J. A. Ferreira, Attorney for Execution Creditor, Suite 3, Media House, 47 Kings Road, Pinetown.

Case 13670/94

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. Mahadevey,** First Execution Debtor, and **R. Mahadevey,** Second Execution Debtor

In pursuance of a judgment in the Magistrate's Court for the District of Pinetown, dated 28 February 1995, and a warrant of execution issued on 1 March 1995, the following immovable property will be sold in execution on 25 August 1995 at 10:00, in front of the Magistrate's Court Building, Chancery Lane, Pinetown, to the highest bidder:

Description: Lot 4773, 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 1 783 square metres.

Postal address: 28 Nagina Drive, Nagina, Pinetown.

Improvements: Brick under tile dwelling consisting of two bedrooms, two bathrooms, living-room, dining-room, entertainment room, kitchen, three porches, two garages and swimming-pool.

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 Creditors' 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 17th day of July 1995.

C. J. A. Ferreira, Attorney for Execution Creditor, Suite 3, Media House, 47 Kings Road, Pinetown.

Case 2961/95

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 **Prithiraj Singh,** First Defendant, and **Prithiraj Singh N.O.,** Second Defendant

In pursuance of a judgment granted on 31 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 1 September 1995 at 10:00, at the front entrance to the Magistrate's Court, Moss Street, Verulam:

Description: Lot 190, Stonebridge, situated in the City of Durban, Administrative District of Natal, in extent 350 square metres.

Address: 48 Guardbridge Gardens, Stonebridge, Phoenix.

Improvements: Block under asbestos semi-detached dwelling comprising three bedrooms, lounge, kitchen, bathroom, toilet and water and lights facilities.

(1) (a) The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.

(b) The property shall be sold without reserve to the highest bidder.

2. The purchaser shall pay a deposit of 10% (ten per 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, Inanda (1).

Jackson & Ameen, Plaintiff's Attorneys, Fifth Floor, Fenton House, Fenton Road, Durban. (Ref. Colls/P. Murugan/05N225050.)

Case 712/94

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

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Visvanathan Naidoo,** First Defendant, **Sadasivan Shanmugam,** Second Defendant, and **Govindamma,** Third Defendant

In pursuance of a judgment of the Magistrate's Court for the District of Chatsworth, dated 27 May 1994, the immovable property listed hereunder will be sold in execution on 29 August 1995 at 10:00, in front of the Magistrate's Court Chatsworth, to the highest bidder:

Property description: Subdivision 1 of Lot 115, Umhlatuzana, situated in the City of Durban Administrative District of Natal, in extent 3 003 (three thousand and three) square metres. *Postal address:* 72 Collier Avenue, Umhlatuzana Township, Chatsworth, Natal (street address).

Improvements: Comprising of four dwellings each with four bedrooms, main en suite, lounge, dining-room, kitchen, bathroom with shower, toilet, paved yard, garage, balcony and veranda. Nothing is guaranteed in respect of the above.

1. All bids will be accepted and 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.

2. The balance of the purchase price is payable against transfer to be secured by a bank or building society guarantee approved by the Execution Creditor's attorneys and to be furnished within fourteen (14) days after the date of the sale.

3. 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.

4. Transfer shall be effected by Van Onselen O'Connell, the attorneys for the Execution Creditor and the purchaser shall pay all transfer costs, including arrear and current rates, sewerage connection fees (if any), taxes or other charges necessary to effect transfer on request by the said attorneys.

5. The full conditions of sale be for inspection at the office of the Sheriff, Magistrate's Court, Chatsworth, 12 Oak Avenue, Kharwastan, Chatsworth.

Dated at Durban on this 31st day of July 1995.

Van Onselen O'Connell, Plaintiff's Attorneys, 405 Salmon Grove Chambers, 407 Smith Street, Durban. (Ref. Mr Franke/bvr/17N002052.)

Case 2016/95

IN THE SUPREME COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between **KwaZulu Finance & Investment Corporation Limited,** Plaintiff, and **Bonginkosi Christopher Mthiyane,** Defendant

In pursuance of a judgment of the above Honourable Court dated 12 May 1995, a sale in execution will be held on 25 August 1995 at 12:00, at the Main South entrance to the Magistrate's Court, Umlazi (near the National Flag Post), to the highest bidder without reserve:

Description: A certain piece of land, being Ownership Unit BB309, in extent 645 square metres, situated in the Township of Umlazi, represented and described on General Plan PB 409/1984, held by virtue of Deed of Grant G5189/87, subject to the conditions of title.

Physical address: Ownership Unit BB309, Umlazi.

The property has been improved by the erection of a dwelling-house thereon, consisting of a single storey block/plaster and tile dwelling (126 m^2) comprising kitchen, dining-room, lounge, four bedrooms, two bathrooms and two w.c.s. Municipal electricity, water supply and sanitation: Local Authority. *Improvements:* Garage and servants' quarters (82 m^2. Nothing is guaranteed in respect of such improvements on the property.

1. The aforesaid sale shall be subject to the conditions of sale which may be inspected at the office of the Sheriff of the Supreme Court at Umlazi.

Dated at Durban this 14th day of July 1995.

Strauss Daly Inc., Plaintiff's Attorneys, 11th Floor, The Marine, 22 Gardiner Street, Durban. (Ref. Z00266/26.)

Case 9237/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between **Carlos Gomes,** trading as E L Sea Products, Plaintiff, and **Joseph Munsamy,** trading as Seafood Supplier and Processing, Defendant

In terms of a judgment of the above Honourable Court dated 9 January 1995, a sale in execution will be held on Tuesday, 29 August 1995 at 10:00, at the Chatsworth Magistrate's Court, Justice Street, Unit 5, Chatsworth, when the undermentioned property owned by the Defendant and the Defendant's wife, Anjalai Munsamy, married in community of property, will be sold by the Sheriff of the Supreme Court, Chatsworth, to the highest bidder with a reserve price of R45 298:

1 Montview Road, Unit 6, Chatsworth, described as Subdivision 187 (of 1) of Lot 107, Chatsworth, situated in the City of Durban, Administrative District of Natal, Province of KwaZulu-Natal, in extent 417 square metres.

The following information is furnished but not guaranteed:

1. The improvements consists of semi-detached double storey block under asbestos roof dwelling comprising of:

1.1 five bedrooms;

1.2 lounge;

1.3 dining-room;

1.4 kitchen;

1.5 two toilets/bathrooms;

1.6 toilet.

1.7 room.

2. The property is zoned Special Residential.

Terms: A cash deposit of ten per centum (10%) of the purchase price together with the auctioneer's commission to be paid immediately after the sale is concluded, the balance of the purchase price against transfer to be secured by a bank or building society guarantee to be furnished to the Sheriff of the Supreme Court, Chatsworth, within fourteen (14) days after the date of sale.

The full conditions of sale may be inspected at the offices of the Sheriff of the Supreme Court, Chatsworth, 6 Gosai Centre, 56 Greendale Road, Silverglen, Chatsworth.

Dated at Durban this 11th day of August 1995.

Garlicke & Bousfield Inc., Plaintiff's Attorneys, 22nd Floor, Durban Bay House, 333 Smith Street, Durban. (Tel. 305-7595.) (Ref. J. Whittle/hw.)

Case 281/95

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF UMVOTI HELD AT GREYTOWN

In the matter between **First National Bank,** Execution Creditor, and **Sewnath Sewbalak,** and **Chriwanji Sewbalak,** First Execution Debtors, and **Ameerchand Sewnath Sewbalak,** and **Basmathy Sewbalak,** Second Execution Debtors

Kindly take notice that in pursuance of a judgment of the above Honourable Court granted on 16 May 1995 and warrant of execution issued on 20 June 1995 the undermentioned immovable property will be sold in front of the Magistrate's Court, Bell Street, Greytown, on 5 September 1995 at 11:00, or so soon thereafter as the matter may be heard:

Lot 579, Greytown, situated in the Borough of Greytown, Administrative District of Natal, in extent one thousand two hundred and thirty-two (1 232) square metres (hereinafter referred to as the property).

A dwelling-house is situated on the property although not guarantees are given in this regard.

All the material conditions of sale may be viewed at the office of the Sheriff, 119 Voortrekker Street, Greytown, and at the office of the Execution Creditor's attorneys at the address mentioned below and the following conditions are highlighted:

1. The sale is without reserve and the property will be sold to the highest bidder subject to the discretion of the Sheriff who may refuse to accept any bid;

2. 10% (ten per centum) of the purchase price shall be payable on the day of the sale to the Sheriff and the balance is to be secured within 30 days from the date of the sale by suitable guarantees being lodged with the Execution Creditor's attorneys.

Dated at Greytown this 27th day of July 1995.

Nel & Stevans, Execution Creditor's Attorneys, 117A Voortrekker Street, Greytown, 3500. (Ref. 04 F040 001.)

Case 79490/94
PH 132

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

In the matter between **NBS Bank Limited** Execution Creditor, and **Emmanuel Velly Mzolo,** Execution Debtor

In pursuance of a judgment in the above action the immovable property listed hereunder will be sold in execution on 31 August 1995 at 14:00, at the front entrance of the Magistrate's Court-house, Somtsue Road, Durban, to the highest bidder:

Description: (1) A unit consisting of:

(a) Section 55, as shown and more fully described on Sectional Plan SS352/85, in the scheme known as Constantia Court, in respect of the land and building or buildings situated at Durban, in the City of Durban, of which section the floor area, according to the said sectional plan, is 50 (fifty) square metres in extent; and

(b) an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan, held by Deed of Transfer ST8480/94, situated at Flat 84, Constantia Court, St George's Street, Durban.

Improvements: A bachelor flat consisting of bedroom, bathroom, toilet and kitchen.

NB: Nothing is guaranteed.

Municipal electricity and water supply: Local Authority.

Vacant possession is not guaranteed.

Material conditions of sale:

1. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price in cash, immediately on the property being knocked down to the purchaser, the balance including commission on the sale against registration of transfer and to be secured by a bank or building society guarantee to be approved by the judgment creditor's attorneys and furnished to the Sheriff of the Court within 14 (fourteen) days after the date of sale.

2. The purchaser to pay all costs of transfer and all other outgoing in respect of the property.

3. The Sheriff of the Court shall not be liable for damages, deficiency, error or description of pointing out of the boundaries, pegs or beacons or any other outgoings.

The full conditions of sale may be inspected at the office of the Sheriff of the Magistrate's Court, Durban Central, 21 Stafmayer House, Beach Grove, Durban, Telephone number 305-8444.

Dated at Durban this 26th day of July 1995.

Chapman Dyer Miles & Moorhead, Attorneys for Execution Creditor, 10th Floor, NBS Building, 300 Smith Street, Durban. (Ref. DS/pp/05/N6179/94.)

Case 4449/95

PH 132

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

In the matter between **NBS Bank Limited,** Execution Creditor, and **Florence Ngwane,** Execution Debtor

In pursuance of a judgment in the above action the immovable property listed hereunder will be sold in execution on 31 August 1995 at 14:00, at the front of the Magistrate's Court-house, Somtseu Road, Durban, to the highest bidder:

Description:

(a) Section 17, as shown and more fully described on Sectional Plan SS49/80, in the scheme known as Kenton, in respect of the land and building or buildings situated at City of Durban, Administrative District of Natal, of which the floor area, according to the said section plan, is 90 (ninety) 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 ST13231/93, situated at Flat 44, Kenton, 90 West Street, Durban.

Improvements: A flat with a lounge/dining-room with balcony, kitchen, two bedrooms and toilet.

NB: Nothing is guaranteed.

Municipal electricity and water supply: Local Authority.

Vacant possession is not guaranteed.

Material conditions of sale:

1. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price in cash, immediately on the property being knocked down to the purchaser, the balance including commission on the sale against registration of transfer and to be secured by a bank or building society guarantee to be approved by the Judgment Creditor's attorneys and furnished to the Sheriff of the Court within 14 (fourteen) days after the date of sale.

2. The purchaser to pay all costs of transfer and all other outgoing in respect of the property.

The Sheriff of the Court shall not be liable for damages, deficiency, error or description of pointing out of the boundaries, pegs or beacons or any other outgoings.

The full conditions of sale may be inspected at the office of the Sheriff of the Magistrate's Court, Durban Central, 21 Stafmayer House, Beach Grove, Durban, Telephone number 305-8444.

Dated at Durban this 25th day of July 1995.

Chapmay Dyer Miles & Moorhead, Attorneys for Execution Creditor, 10th Floor, NBS Building, 300 Smith Street, Durban. (Ref. DS/pp/05/N6442/95.)

Case 1143/95

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

In the matter between **Mark John Carroll N.O.,** Plaintiff, and **Sohana Investments CC,** First Defendant and **Dan Mohanlal,** Second Defendant

In pursuance of a judgment in the above matter the immovable property listed hereunder will be sold in execution on 25 August 1995 at 10:00, on the steps of the Supreme Court, Masonic Grove, Durban, to the highest bidder:

Subdivision 1 of Lot 967 Wentworth, situated in the City of Durban, Administrative District of Natal, in extent 1 855 (one thousand eight hundred and fifty-five) square metres.

Improvements: Open yard. Single storey steel portal frame shelter with IBR roof sheeting, partly constructed brick work building consisting of store-room and ablution with toilet and shower with IBR roofing sheeting, brickwork store-room with IBR roof sheeting, part plaster and paint and part bagged and painted brickwork building consisting of workship, two large storerooms, two smaller store-rooms and reception/office with corrugated asbestos roof sheeting.

Street address: 82 Bluff Road, Bluff.

Town-planning Zoning: Noxious Industrial.

Special consents: None.

Nothing is guaranteed in the above respects.

Material conditions:

1. 10% (ten per cent) of the purchase price is to be paid on the day of the sale together with the auctioneer's charges.

2. The balance of the purchase price is payable against transfer to be secured by a bank or building society or other guarantee approved by the Execution Creditor's attorneys and to be furnished within fourteen (14) days after the date of sale.

3. The purchaser shall further be liable for payment of interest on the amount referred to in the conditions of sale at the rate of 18,25% (eighteen comma two five per cent) per annum calculated and compounded monthly in advance from the date of the expiration of a period of one month from the date of the sale to the date of registration of transfer, both days inclusive.

4. The purchaser shall pay the auctioneer's charges on the day of sale and, when requested thereto by the transferreing conveyancers, costs of transfer, endowments (if any), arrear and current rates, levies, municipal fees, taxes, transfer duty or VAT and all other charges necessary to effect transfer. All the above amounts shall be payable by the purchaser as a liability over and above the purchase price.

5. The full conditions of sale may be inspected at the offices of the Sheriff of the Supreme Court, Durban South, 101 Legaton Building, 40 St George's Street, Durban, and will be read immediately prior to the date.

Dated at Durban this 31st day of July 1995.

Cox Yeats, Plaintiff's Attorneys, 12th Floor, Victoria Maine, 71 Victoria Embankment, Durban. (Ref. C. Brennan/cm.)

Case 85/95

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

In the matter between **KwaZulu Finance & Investment Corporation Limited,** Plaintiff, and **Zibonele Ernest Jili,** Defendant

In pursuance of a judgment in the above action, the immovable property listed hereunder will be sold in execution on 1 September 1995, at 10:00, at the Main East Entrance to the Magistrate's Court, Umbumbulu, to the highest bidder:

Description: A certain piece of land, being ownership Unit A2008, in extent 371 square metres, situated in the Township of kwaMakhutha, represented and described on General Plan PB35/1966, held by virtue of Deed of Grant G004105/91.

Improvements: A single storey block and asbestos dwelling (52 m^2) comprising of kitchen, lounge, two bedrooms, bathroom/shower and w.c. Municipality Electricity, Water Supply and Sanitation: Local Authority.

Nothing is guaranteed in respect of such improvements on the property.

The purchaser shall pay the purchase price in cash or by bank-guaranreed 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 of sale may be inspected at the offices of the Sheriff, Umbumbula, or at the office of Strauss Daly Inc.

Dated at Durban this 31st day of July 1995.

Strauss Daly Inc., Plaintiff's Attorneys, 11th Floor, The Marine, 22 Gardiner Street, Durban. (Ref. Z00283/26.)

Case 911/95

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

In the matter between **Standard Bank of South Africa Limited,** Plaintiff, and **Bernice Rainier Faure,** Defendant

In execution of a judgment of the Supreme Court of South Africa (Natal Provincial Division), the following immovable property belonging to the above-mentioned Defendant, will be sold in execution on 31 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 2235, 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 T35802/94.

The following information relating to the property is furnished but not guaranteed in any way.

1. The property is situated at 12 Oak Street, Empangeni, kwaZulu/Natal.

2. The property has been improved by the construction thereon of a four bedroomed dwelling with lounge, dining-room, study, kitchen, laundry, two bathrooms/toilet, two carports and servants quarters with toilet.

3. The conditions of sale may be inspected at the aforesaid offices of the Sheriff and at the offices of Austen Smith, Walmsley House, 191 Pietermaritz Street, Pietermaritzburg, Natal, during normal office hours.

Dated at Pietermaritzburg on this 2nd day of August 1995.

Austen Smith, Plaintiff's Attorney, Walmsley House, 191 Pietermaritz Street, Pietermaritzburg. (Ref. P. R. J. Dewes/vmh/S0264.)

Case 15824/87

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

In the matter between **Rekha Govindjee Desai,** Plaintiff, and **Ganasen Perumal,** Defedant

In pursuance of a judgment in the Magistrate's Court for Durban, held at Durban, and a writ of execution, issue thereafter, the immovable property listed hereunder will be sold in execution by the Sheriff of the Court, Durban, on 14 September 1995, at 10:00, at the front entrance of the Magistrate's Court, North facing entrance, Durban:

Description of property:

Subdivision 258 (of 168), of the farm Clairwent Three 14836, situated in the City of Durban, Administrative District of Natal, Province of kwaZulu/Natal, in extent 244 (two hundred and forty-four) square metres.

Postal address of property: 19 Ambala Road, Merebank, Durban.

Improvements: Main building: Brick and asbestos comprising of two bedrooms, lounge, kitchen, toilet and bathroom. *Outbuilding:* Attached to main building, brick and asbestos comprising of toilet and bigroom (the nature, extent, condition, existence and description of the improvements are not guaranteed, and are sold voetstoots).

Zoning: Special Residential (the accuracy hereof is not guaranteed).

Material conditions:

1. The sale shall be subject to the Magistrates' Courts Act, No. 32 of 1944, as amended, and the rules made thereunder.

2. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price and the auctioneer's charges in cash at the time of the sale

3. The balance of the purchase price is payable against transfer to be secured by a bank or building society guarantee approved by the Plaintiff's attorneys and to be furnished to the Sheriff within fourteen (14) days after the date of sale.

4. The purchaser shall be liable for the payment of the interest at the rate of 18,25% (one eight comma two five) per cent per annum, to the Plaintiff from the date of the sale to date of registration of transfer.

5. Transfer shall be effected by the attorneys for the Plaintiff and the purchaser shall pay all transfer costs, including arrears and current rates, sewerage connection fees (if any), 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 at 101 Lejaton, 40 St George's Street, Durban, and/or at the offices of the Plaintiff's attorneys, at Suite 1A, Third Floor, Goodhope Centre, 92 Queen Street, Durban, interested parties are asked to contact the Plaintiff, whom may be prepared to grant loan facilities to an approved purchaser.

Dated at Durban on this the 20th day of July 1995.

Farouke Vahed, Plaintiff's Attorney, Suite 1A, Third Floor, Goodhope Centre, 92 Queen Street, Durban. (Ref. Coll/fk/D.26.)

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 29 August 1995, at 02:00, at the front entrance of the Magistrte's Court, Somtseu Road, Durban:

Description: Remainder of Lot 175, Rose Hill 10663, situated in the City of Durban, Administrative District of Natal, in extent (1 267) one thousand two hunred and sixty-seven square metres.

Street address: 88 Acutt Avenue, Rose Hill, Durban.

Improvements: Brick and tile dwelling consisting of four bedrooms, lounge, kitchen, bathroom, toilet/shower, toilet. *Outside:* Pool, servant 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 cent) of the purchase price in cash on the day of the sale and 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 the 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 for 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 21th day of Juny 1995.

A. J. McNabb, for Strauss Daly Inc., Plaintiff's Attorneys, 11th Floor, The Marine, 22 Gardiner Street, Durban. (Ref. Z22387/cc/JR.)

Case 26884/95

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

In the matter between **ABSA Bank Limited,** Plaintiff, and **Colin Williams Holmes,** Defendant

In pursuance of a judgment granted on 24 May 1995, in the Court of the Magistrate, Durban, and under a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 29 August 1995, at 02:00, on the front steps of the Magistrate;s Court, Somtseu Road, Durban:

Description: A unit consisting of:

(a) Section 8, as shown and more fully described on Sectional Plan SS13/92, in the scheme known as Penny Lane Park, in respect of the land and building or buildings, situated at Durban of which section the floor area according to the said sectional plan is 279 square metres in extent;

(b) an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan; and

(c) an exclusive use area described as Yard Y2, in extent 211 square metres; being part of the common property comprising the land and buildings known as Penny Lane Park, situated at Durban, as shown and more fully described on Sectional Plan SS13/93, held under Notarial Deed of Cession of Real Rights SK36/92.

Postal address: Unit 8, Penny Lane Park, 64 Ebony Field Road, Springfield Park, Durban, Natal.

Improvements: One of twelve factory units is a complex comprising one building, each unit being of similar design and each consisting of a double volume factory with large workshop, courtyard, toilet, wash handbasin, shower, storeroom, mezzaine floor with office space, toilet and wash handbasin.

Town-planning zoning: General industrial.

Nothing is guaranteed in the above respects.

Material conditions:

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.

2. (a) The purchaser shall pay a deposit of 10% (ten per centum) of the purchase price and the auctioneer's commission immediately after the sale, and the balance (including the payment of the undermentioned interest) against transfer to be secured by a bank or building society guarantee to be furnished to the Sheriff of the Magistrate's Court within 14 days after the sale. The said guarantee shall be approved by the Plaintiff's attorneys.

(b) The purchaser shall be liable for 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 the date of the sale (and in the event of there being any other preferent creditor, then the interest payable upon such preferent creditors claim) until the date of transfer, both days inclusive.

3. Transfer shall be effected by the attorneys for the Plaintiff and the purchaser shall pay all the transfer costs, including arrear and current rates, sewerage connection fees (if any), taxes, VAT, and all other charges necessary 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, 15 Milne Street, Durban, and at the offices of David Gardyne & Partners, Eighth Floor, JBS Building, 78 Field Street, Durban.

Dated at Durban on this the 24th day of Juny 1995.

David Gardyne & Partners, Plaintiff's Attorneys, Eighth Floor, JBS Building, 78 Field Street, Durban. (Ref. Mr D. Gardyne/vl/GAL2079.)

ORANGE FREE STATE
ORANJE-VRYSTAAT

Saak 2060/93

IN DIE LANDDROSHOF VIR DIE DISTRIK VIRGINIA GEHOU TE VIRGINIA

In die saak tussen **ABSA Bank (Allied),** Eksekusieskuldeiser, en **N. D. Ngambu,** Eksekusieskuldenaar

Ingevolge 'n vonnis en 'n lasbrief vir eksekusie gedateer 11 Julie 1995 in die Landdroshof te Virginia, sal die volgende eiendom verkoop word op 1 September 1995 om 11:00, voor die Landdroskantore te Virginia:

Perseel 1110, Meloding-uitbreiding 1, distrik Ventersburg, groot 248 vierkante meter, bestaande uit sitkamer, kombuis, slaapkamer en badkamer met toilet.

Voorwaardes van verkoping:

1. Voetstoots sonder reserwe.

2. *Koopprys:* Deposito van 10% (tien persent) in kontant na veiling en balans tesame met rente binne 14 (veertien) dae.

3. Verkoopvoorwaardes lê ter insae by kantore van Balju, Virginia.

Gedateer te Virginia op hierdie 24ste dag van Julie 1995.

Roma Badenhorst & Seun, Atriumgebou, Unionstraat, Posbus 21, Virginia, 9430. (Verw. N. Badenhorst/mp DN0049.)

Saak 12930/95

IN DIE LANDDROSHOF VIR DIE DISTRIK BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

In die saak tussen **NBS Bank Beperk** (Reg. No. 87/01384/06), Eiser, en **Albertus Esias Campher,** Eerste Verweerder, en **Cornelia Magdalena Gilna Campher,** Tweede Verweerder

Uit kragte van 'n vonnis van die Landdroshof vir die distrik Bloemfontein en kragtens 'n lasbrief gedateer 29 Junie 1995, sal die volgende eiendom van die Verweerders per publieke veiling vir kontant op Vrydag, 8 September 1995 om 10:00, te die Peetlaan-ingang tot die Landdroskantoor, Bloemfontein, aan die hoogste bieër verkoop word, naamlik:

(a) Erf 7775, Bloemfontein-uitbreiding 50, geleë in die stad en distrik Bloemfontein, groot 833 (agthonderd drie-en-dertig) vierkante meter, gehou kragtens Akte van Transport T21889/94.

Die eiendom bestaan onder andere uit die volgende: Sit-/eetkamer, kombuis, drie slaapkamers, badkamer, toilet, motorhuis en bediendekamer met toilet.

Die belangrikste voorwaardes van verkoping:

(a) Die eiendom sal onder reserweprys verkoop word, maar is die verkoping onderhewig aan die goedkeuring en bekragtiging deur die Eiser en wel binne sewe (7) dae na datum van veiling.

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

(c) Die koper sal verder verantwoordelik wees vir betaling van rente aan Eiser bereken teen 19,25% (negentien komma twee vyf persent) per jaar, bereken vanaf datum van veiling tot datum van transport, beide datums ingesluit. Die koper moet ook afslaersgelde op die dag van die verkoping betaal en ook hereregte, transportkoste en agterstallige belastings en ander uitgawes en heffings wat nodig is om transport te laat geskied op versoek van die prokureurs van die Vonnisskuldeiser.

(d) Die Eksekusieskuldeiser en/of Eksekusieskuldeiser se prokureur en/of Balju, Bloemfontein-Wes, waarborg geensins enige van die inligting hierin vervat. Die verkoopvoorwaardes is ter insae p.a. die Eksekusieskuldeiser se prokureurs, Symington & De Kok, Tweede, Derde en Vierde Verdiepings, NBS-gebou, Elizabethstraat, Bloemfontein.

Geteken te Bloemfontein op hierdie 25ste dag van Julie 1995.

P. A. C. Jacobs, vir Symington & Kok, Prokureur vir Eiser, NBS-gebou, Derde Verdieping, Elizabethstraat, Bloemfontein.

Case 9053/95

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

In the matter between **ABSA Bank Limited,** Plaintiff, and **Thabo William Theli, Theli,** Defendant

In pursuance of a judgment in the Court of the Welkom Magistrate's Court, granted on 12 July 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 1 September 1995 at 11:00, at the Tulbach Street Entrance to the Magistrate's Court, Welkom, namely:

Certain Erf 19836, situated in the Township Thabong, District of Welkom, measuring 240 (two hundred and forty) square metres, held by the Defendant by virtue of Certificate of Registered Grant of Leasehold TL13102/1990, known as 19836 Thabong, District of Welkom.

Improvements: Residential property with lounge, kitchen, two bedrooms, bathroom and toilet (none of which are guaranteed).

Terms:

1. The purchase price is payable as follows:

1.1 10% (ten per cent) thereof on the day of the sale; and

1.2 the balance together with interest shall be paid or secured by a bank or building society guarantee within 14 days after the date of the sale.

2. The sale shall in all respects be governed by the applicable provisions of the Magistrates' Courts Act of 1944, as amended, and the rules promulgated thereunder.

3. The property shall be sold voetstoots to the highest bidder.

4. The purchaser shall be liable for and shall pay to the Plaintiff's conveyancer's on request, the fees of the Messenger of Court for acting as auctioneer and all amounts necessary to obtain transfer of the property, including stamp duty, the costs of transfer and all such rates and taxes and other amounts including VAT, as are payable to obtain a certificate in terms of any relevant section of the Local Government Ordinance (Orange Free State).

The full conditions of sale may be inspected prior to the sale at the offices of the Sheriff for the District of Welkom, 100 Constantia Street, Welkom. The said conditions of sale will be read out by the Sheriff immediately prior to the sale.

Dated at Welkom on this 28th day of July 1995.

M. C. Louw, for Daly & Neumann Inc., Attorney for Plaintiff, Dalman House, Graaf Street, Welkom, 9459. (Ref. Mr M. C. Louw/LVR/UN261.)

Case 9052/95

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

In the matter between **ABSA Bank Limited,** Plaintiff, and **Tsipo Lourens Mokabo,** Defendant

In pursuance of a judgment in the Court of the Welkom Magistrate's Court, granted 12 July 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 1 September 1995 at 11:00, at the Tulbach Street Entrance to the Magistrate's Court, Welkom, namely:

Certain Erf 18463, situated in the Town Thabong, District of Welkom, measuring 220 (two hundred and twenty) square metres, held by the Defendant by virtue of Certificate of Registered Grant of Leasehold TL8810/1990, known as 18463 Thabong, District of Welkom.

Improvements: Residential property with lounge, kitchen, two bedrooms, bathroom and toilet (none of which are guaranteed).

Terms:

1. The purchase price is payable as follows:

1.1 10% (ten per cent) thereof on the day of the sale; and

1.2 the balance together with interest shall be paid or secured by a bank or building society guarantee within 14 days after the date of the sale.

2. The sale shall in all respects be governed by the applicable provisions of the Magistrates' Courts Act of 1944, as amended, and the rules promulgated thereunder.

3. The property shall be sold voetstoots to the highest bidder.

4. The purchaser shall be liable for and shall pay to the Plaintiff's conveyancers on request, the fees of the Messenger of Court for acting as auctioneer and all amounts necessary to obtain transfer of the property, including stamp duty, the costs of transfer and all such rates and taxes and other amounts including VAT, as are payable to obtain a certificate in terms of any relevant section of the Local Government Ordinance (Orange Free State).

The full conditions of sale may be inspected prior to the sale at the offices of the Sheriff for the District of Welkom, 100 Constantia Street, Welkom. The said conditions of sale will be read out by the Sheriff immediately prior to the sale.

Dated at Welkom on this 28th day of July 1995.

M. C. Louw, for Daly & Neumann Inc., Attorney for Plaintiff, Dalman House, Graaf Street, Welkom, 9459. (Ref. Mr M. C. Louw/LVR/UN260.)

Case 7509/95

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

In the matter between **ABSA Bank Limited (Allied),** Plaintiff, and **Sello Simon Semelo,** Defendant

In pursuance of a judgment in the Court of the Welkom Magistrate's Court, granted on 8 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 1 September 1995 at 11:00, at the Magistrate's Court, Tulbach Street, Welkom, namely:

Certain Erf 11440, Thabong, District of Welkom, measuring 625 (six hundred and twenty-five) square metres, held by the Defendant by Certificate of Registered Grant of Leasehold TL2762/1989, known as 11440 Thabong, District of Welkom.

Improvements: Residential property with lounge, kitchen, two bedrooms and toilet (none of which are guaranteed).

Terms:

1. The purchase price is payable as follows:

1.1 10% (ten per cent) thereof on the day of the sale; and

1.2 the balance together with interest shall be paid or secured by a bank or building society guarantee within 14 days after the date of the sale.

2. The sale shall in all respects be governed by the applicable provisions of the Magistrates' Courts Act of 1944, as amended, and the rules promulgated thereunder.

3. The property shall be sold voetstoots to the highest bidder.

4. The purchaser shall be liable for and shall pay to the Plaintiff's conveyancers on request, the fees of the Messenger of Court for acting as auctioneer and all amounts necessary to obtain transfer of the property, including stamp duty, the costs of transfer and all such rates and taxes and other amounts including VAT, as are payable to obtain a certificate in terms of any relevant section of the Local Government Ordinance (Orange Free State).

The full conditions of sale may be inspected prior to the sale at the offices of the Sheriff for the District of Welkom, 100 Constantia Street, Welkom. The said conditions of sale will be read out by the Sheriff immediately prior to the sale.

Dated at Welkom on this 27th day of July 1995.

M. C. Louw, for Daly & Neumann Inc., Attorney for Plaintiff, Dalman House, Graaf Street, Welkom, 9459. (Ref. Mr M. C. Louw/LVR/AL830.)

Saak 5685/95

IN DIE LANDDROSHOF VIR DIE DISTRIK BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

In die saak tussen **Bloemfontein Plaaslike Oorgangsraad,** Eiser, en **Kruger D. J.** en **I.,** Verweerder

Ingevolge 'n uitspraak in die Hof van die Landdros van Bloemfontein en 'n lasbrief vir geregtelke verkoping gedateer 6 Julie 1995, sal die volgende eiendom op Vrydag, 8 September 1995 om 10:00, by die Peetlaan-ingang van die Landdroshof, Bloemfontein, aan die hoogste bieder geregtelik verkoop word:

Sekere Erf 11886, geleë in die stad en distrik Bloemfontein, groot 645 vierkante meter, gehou kragtens Akte van Transport 5520/1977, geregistreer op 30 Mei 1977 (perseeladres: Japie Neserweg 73, Uitsig, Bloemfontein).

Die volgende verbeterings is aangebring maar niks word gewaarborg nie: *Woonhuis:* Bestaande uit drie slaapkamers, sitkamer, eetkamer, kombuis, badkamer, waskamer en gang. *Buitegeboue:* Motorhuis.

Die verkoopvoorwaardes lê ter insae by die kantoor van die Balju, Landdroshof Bloemfontein, Oos Barnesstraat 5, Bloemfontein, te kantoorure.

Geteken te Bloemfontein hierdie 25ste dag van Julie 1995.

J. H. Truter, p.a. Naudes, Prokureur vir Eiser, Derde Verdieping, Trustfonteingebou, Posbus 260, St Andrewstraat 151, Bloemfontein.

Saak 5682/95

IN DIE LANDDROSHOF VIR DIE DISTRIK BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

In die saak tussen **Bloemfontein Plaaslike Oorgangsraad,** Eiser, en **Mabule, T. J.** en **A. M.,** Verweerder

Ingevolge 'n uitspraak in die Hof van die Landdros van Bloemfontein, en 'n lasbrief vir geregtelike verkoping gedateer 15 Junie 1995, sal die volgende eiendom op Vrydag, 1 September 1995 om 10:00, by die Peetlaan-ingang van die Landdroshof, Bloemfontein, aan die hoogste bieder geregtelik verkoop word:

Sekere Erf 100, Heliconhoogte, geleë in die stad en distrik Bloemfontein, groot 1 044 vierkante meter, gehou kragtens Akte van Transport 9169/1994, geregistreer op 28 Junie 1994 (perseeladres: Callioperylaan 34, Heliconhoogte, Bloemfontein).

Die volgende verbeterings is aangebring maar niks word gewaarborg nie: *Woonhuis:* Bestaande uit vier slaapkamers, sitkamer, eetkamer, kombuis, badkamer en woonkamer. *Buitegeboue:* Stoep, motorhuis en swembad.

Die verkoopvoorwaardes lê ter insae by die kantoor van die Balju, Landdroshof Bloemfontein-Wes, Kamer 210, Presidentgebou, St Andrewstraat 119, Bloemfontein, te kantoorure.

Geteken te Bloemfontein hierdie 25ste dag van Julie 1995.

J. H. Truter, p.a. Naudes, Prokureur vir Eiser, Derde Verdieping, Trustfonteingebou, Posbus 260, St Andrewstraat 151, Bloemfontein.

Saak 15065/94

IN DIE LANDDROSHOF VIR DIE DISTRIK BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

In die saak tussen **Die Stadsraad van die Munisipaliteit van Bloemfontein,** Eiser, en **Vorster, L. W.,** Verweerder

Ingevolge 'n uitspraak in die Hof van die Landdros, Bloemfontein, en 'n lasbrief vir geregtelike verkoping gedateer 11 Julie 1995 sal die volgende eiendom op Vrydag, 8 September 1995 om 10:00, by die Peetlaan-ingang van die Landdroshof, Bloemfontein, aan die hoogste bieder geregtelik verkoop word:

Sekere Erf 18000, geleë in die stad en distrik Bloemfontein, groot 1 237 vierkante meter gehou kragtens Akte van Transport No. 8484/1992, geregistreer op 13 Mei 1992, perseeladres Lechwelaan 29, Fauna, Bloemfontein.

Die volgende verbeterings is aangebring maar niks word gewaarborg nie: *Woonhuis:* Bestaande uit drie slaapkamers, gang, badkamer, kombuis, sitkamer, eetkamer, waskamer, studeerkamer en televisiekamer. *Buitegeboue:* Motorhuis.

Die verkoopvoorwaardes lê ter insae by die kantoor van die Balju, Landdroshof Bloemfontein, Oos-Barnesstraat 5, Bloemfontein, te kantoorure.

Geteken te Bloemfontein op hierdie 27ste dag van Julie 1995.

J. H. Truter, p.a. Naudes, Prokureur vir Eiser, Derde Verdieping, Trustfonteingebou, Posbus 260, St Andrewstraat 151, Bloemfontein.

Saak 6031/95

IN DIE LANDDROSHOF VIR DIE DISTRIK BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

In die saak tussen **Bloemfontein Plaaslike Oorgangsraad,** Eiser, en **Selemela, L. S.,** Verweerder

Ingevolge 'n uitspraak in die Hof van die Landdros, Bloemfontein, en 'n lasbrief vir geregtelike verkoping gedateer 12 Julie 1995 sal die volgende eiendom op Vrydag, 8 September 1995 om 10:00, by die Peetlaan-ingang van die Landdroshof, Bloemfontein, aan die hoogste bieder geregtelik verkoop word:

Sekere Erf 22779, geleë in die stad en distrik Bloemfontein, groot 780 vierkante meter gehou kragtens Akte van Transport No. 10433/1994, geregistreer op 18 Julie 1994, perseeladres Welwitschiaweg 37, Lourierpark, Bloemfontein.

Die volgende verbeterings is aangebring maar niks word gewaarborg nie: *Woonhuis:* Bestaande uit drie slaapkamers, sitkamer, kombuis en badkamer. *Buitegeboue:* Geen.

Die verkoopvoorwaardes lê ter insae by die kantoor van die Balju, Landdroshof Bloemfontein, Oos-Barnesstraat 5, Bloemfontein, te kantoorure.

Geteken te Bloemfontein op hierdie 27ste dag van Julie 1995.

J. H. Truter, p.a. Naudes, Prokureur vir Eiser, Derde Verdieping, Trustfonteingebou, Posbus 260, St Andrewstraat 151, Bloemfontein.

Saak 12927/95

IN DIE LANDDROSHOF VIR DIE DISTRIK BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

In die saak tussen **NBS Bank Beperk,** Eiser, en **Floris Petrus Kotze,** Eerste Verweerder, en **Ronel Kotze,** Tweede Verweerder

Uit kragte van 'n vonnis van die Landdroshof vir die distrik Bloemfontein en kragtens lasbrief gedateer 27 Junie 1995, sal die volgende eiendom/me van die Verweerders per publieke veiling vir kontant op Vrydag, 1 September 1995 om 10:00, te die Peetlaan-ingang tot die Landdroshof, Bloemfontein, aan die hoogste bieër verkoop word, naamlik:

(a) Deel 17, soos getoon en vollediger beskryf op Deelplan SS137/94 in die skema bekend as Soetendal, ten opsigte van grond en gebou of geboue geleë te Bloemfontein, en welke deel die vloeroppervlakte, van genoemde deelplan 68 vierkante meter groot is; en

(b) 'n onverdeelde aandeel in die gemeenskaplike eiendom in die skema aan genoemde deel toegedeel in ooreenstemming met die deelnemingskwota van genoemde deel soos op genoemde deelplan aangeteken, gehou kragtens Transportakte ST20637/94.

Die eiendom bestaan onder andere uit die volgende: Twee slaapkamers, badkamer, sit-/eetkamer, kombuis en skadunet-afdak.

Die belangrikste voorwaardes van verkoping:

(a) Die eiendom(me) sal sonder 'n reserweprys verkoop word maar is die verkoping onderhewig aan die goedkeuring en bekragtiging deur die Eiser en wel binne sewe (7) dae na datum van veiling.

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

(c) Die koper sal verder verantwoordelik wees vir betaling van rente aan Eiser bereken teen 19,25% (negentien komma twee vyf persent) per jaar, vanaf datum van veiling tot datum van transport, beide datums ingesluit. Die koper moet ook afslaersgelde op die dag van die verkoping betaal en ook hereregte, transportkoste en agterstallige belastings en ander uitgawes en heffings wat nodig is om transport te laat geskied op versoek van die prokureurs van die vonnisskuldeiser.

(d) Die Eksekusieskuldeiser en/of Eksekusieskuldeiser se prokureurs en/of Balju, Bloemfontein, en waarborg geensins enige van die inligting hierin vermeld.

Die verkoopvoorwaardes is ter insae by die kantore van die Balju, Bloemfontein, en/of p.a. Die Eksekusieskuldeisers se prokureurs, Symington & De Kok, Tweede, Derde en Vierde Verdiepings, NBS-gebou, Elizabethstraat, Bloemfontein.

Geteken te Bloemfontein op hierdie 26ste dag van Julie 1995.

P. A. C. Jacobs, vir Symington & De Kok, Porkureur vir Eiser, NBS-gebou, Bloemfontein.

Saak 11487/95

IN DIE LANDDROSHOF VIR DIE DISTRIK BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

In die saak tussen **NBS Bank Beperk** (Reg. No. 87/01384/06), Eiser, en **Jacob Francois Moller,** Eerste Verweerder, en **Elizabeth Carolina Moller,** Tweede Verweerder

Uit kragte van 'n vonnis van die Landdroshof vir die distrik Bloemfontein en kragtens lasbrief gedateer 5 Junie 1995, sal die volgende eiendom van die Verweerders per publieke veiling vir kontant op Vrydag, 1 September 1995 om 10:00, te die Peetlaan-ingang tot die Landdroshof, Bloemfontein, aan die hoogste bieër verkoop word, naamlik:

Onderverdeling 1 van Erf 25069, geleë in die stad en distrik Bloemfontein, groot 1 104 (eenduisend eenhonderd-en-vier) vierkante meter, gehou kragtens Akte van Transport T10756/1994.

Die eiendom bestaan onder andere uit die volgende: Sitkamer, eetkamer, studeerkamer, TV-kamer, kombuis, opwaskamer, waskamer, drie slaapkamers, twee badkamers, twee toilette, motorhuis, afdak, bediendekamer en swembad.

Die belangrikste voorwaardes van verkoping:

(a) Die eiendom(me) sal sonder 'n reserweprys verkoop word maar is die verkoping onderhewig aan die goedkeuring en bekragtiging deur die Eiser en wel binne sewe (7) dae na datum van veiling.

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

(c) Die koper sal verder verantwoordelik wees vir betaling van rente aan Eiser bereken teen 17,25% (sewentien komma twee vyf persent) per jaar, bereken vanaf datum van veiling tot datum van transport, beide datums ingesluit. Die koper moet ook afslaersgelde op die dag van die verkoping betaal en ook hereregte, transportkoste en agterstallige belastings en ander uitgawes en heffings wat nodig is om transport te laat geskied op versoek van die prokureurs van die vonnisskuldeiser.

(d) Die Eksekusieskuldeiser en/of Eksekusieskuldeiser se prokureurs en/of Balju, Bloemfontein, en waarborg geensins enige van die inligting hierin vermeld.

Die verkoopvoorwaardes is ter insae by die kantore van die Balju, Bloemfontein, en/of p.a. Die Eksekusieskuldeisers se prokureurs, Symington & De Kok, Tweede, Derde en Vierde Verdiepings, NBS-gebou, Elizabethstraat, Bloemfontein.

Geteken te Bloemfontein op hierdie 26ste dag van Julie 1995.

P. A. C. Jacobs, vir Symington & De Kok, Porkureur vir Eiser, NBS-gebou, Derde Verdieping, Elizabethstraat, Bloemfontein.

Saak 9638/91

IN DIE LANDDROSHOF VIR DIE DISTRIK WELKOM GEHOU TE WELKOM

In die saak tussen **Ontvanger van Inkomste,** Vonnisskuldeiser, en **D. P. R. N. Kouprianoff,** Vonnisskuldenaar

Ingevolge 'n vonnis gelewer op 31 Julie 1991, in die Landdroshof en 'n lasbrief van eksekusie daarna uitgereik, word die eiendom hieronder beskryf in eksekusie verkoop op 25 Augustus 1995 om 11:00, voor Tulbach-ingang, Landdroskantoor, Welkom, deur Balju, Welkom, aan die persoon wat die hoogste aanbod maak, naamlik:

Beskrywing: Erf 5187, Loisstraat 23, Riebeeckstad, Welkom, groot agthonderd drie-en-dertig (833) vierkante meter, gehou kragtens T12077.

Die volgende inligting word aangegee, maar is nie gewaarborg nie: Die eiendom bestaan uit woonhuis met drie slaapkamers en buitegeboue.

Die voorgenoemde geregtelike verkoping sal onderhewig wees aan die voorwaardes van verkoping wat geïnspekteer kan word by die kantore van die Balju van die Landdroshof te Welkom.

Gedateer te Welkom op hede die 13de dag van Julie 1995.

H. C. van Rooyen, vir Van Rooyen Mostert & Fourie, Heeren II Gebou, Heerensraat, Welkom, 9460; Posbus 4/1151/1518. [Tel. (057) 357-2258.] (Verw. H. C. van Rooyen/WK/D1308.)

Saak 13090/95

IN DIE LANDDROSHOF VIR DIE DISTRIK BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

In die saak tussen **NBS Bank Beperk** (Reg. No. 87/01384/06), Eiser, en **Moses Tshireletso Mohanoe,** Eerste Verweerder, en **Keikantseng Julie Mohanoe,** Tweede Verweerder

Uit kragte van 'n vonnis van die Landdroshof vir die distrik Bloemfontein en kragtens 'n lasbrief gedateer 30 Junie 1995, sal die volgende eiendom van die Verweerders per publieke veiling vir kontant op Vrydag, 8 September 1995 om 10:00, te die Peetlaan-ingang tot die Landdroskantoor, Bloemfontein, aan die hoogste bieër verkoop word, naamlik:

Erf 4126, geleë in die dorp Heidedal (Uitbreiding 10), distrik Bloemfontein, groot 302 (driehonderd-en-twee) vierkante meter, gehou kragtens Akte van Transport T20155/1992.

Die eiendom bestaan onder andere uit die volgende: Sitkamer, kombuis, twee slaapkamers, badkamer en toilet.

Die belangrikste voorwaardes van verkoping:

(a) Die eiendom sal sonder reserweprys verkoop word, maar is die verkoping onderhewig aan die goedkeuring en bekragtiging deur die Eiser en wel binne sewe (7) dae na datum van veiling.

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

(c) Die koper sal verder verantwoordelik wees vir betaling van rente aan Eiser bereken teen 17,25% (sewentien komma twee vyf persent) per jaar, bereken vanaf datum van veiling tot datum van transport, beide datums ingesluit. Die koper moet ook afslaersgelde op die dag van die verkoping betaal en ook hereregte, transportkoste en agterstallige belastings en ander uitgawes en heffings wat nodig is om transport te laat geskied op versoek van die prokureurs van die Vonnisskuldeiser.

(d) Die Eksekusieskuldeiser en/of Eksekusieskuldeiser se prokureur en/of Balju, Bloemfontein-Wes, waarborg geensins enige van die inligting hierin vervat. Die verkoopvoorwaardes is ter insae p.a. die Eksekusiskuldeiser se Prokureurs, Symington & De Kok, Tweede, Derde en Vierde Verdiepings, NBS-gebou, Elizabethstraat, Bloemfontein.

Geteken te Bloemfontein op hierdie 25ste dag van Julie 1995.

P. A. C. Jacobs, vir Symington & De Kok, Prokureur vir Eiser, NBS-gebou, Derde Verdieping, Elizabethstraat, Bloemfontein.

Saak 4237/93

IN DIE LANDDROSHOF VIR DIE DISTRIK KROONSTAD GEHOU TE KROONSTAD

In die saak tussen **ABSA Bank,** handeldrywende as Allied Bank, Vonnisskuldeiser, en **M. R. Masibi,** Vonnisskuldenaar

Ingevolge 'n vonnis gelewer op 24 November 1993, in die Landdroshof en 'n lasbrief van eksekusie daarna uitgereik, word die eiendom hieronder beskryf in eksekusie verkoop op 1 September 1995 om 09:00, voor die hoofingang van die Landdroshof, Murruystraat, Kroonstad, deur Podium Afslaers, aan die persoon wat die hoogste aanbod maak, naamlik:

Beskrywing: Perseel 1258, Seeisoville, Uitbreiding 1 (Gelukwaarts), Kroonstad, groot (273) tweehonderd drie-en-sewentig vierkante meter, gehou kragtens Sertifikaat van Reg van Huurpag TL2454/1987.

Die volgende inligting word aangegee, maar is nie gewaarborg nie: Die eiendom bestaan uit woning bestaande uit drie slaapkamers, badkamer, kombuis en sitkamer.

Die voorgenoemde geregtelike verkoping sal onderhewig wees aan die voorwaardes van verkoping wat geïnspekteer kan word by die kantore van die Balju van die Landdroshof te Muruystraat, Kroonstad.

Gedateer te Kroonstad op hede hierdie 17de dag van Julie 1995.

E. A. Burke, vir Naude, Thompson, Du Bruyn & Burke, Reitzstraat 23, Kroonstad, 9499; Posbus 932. [Tel. (0562) 2-3289.] (Verw. E. A. Burke/kb.)

Saak 72/95

IN DIE LANDDROSHOF VIR DIE DISTRIK HARRISMITH GEHOU TE HARRISMITH

In die saak tussen **Die Munisipale Raad van Harrismith,** Eiser, en **Whity Andries Sithole,** Verweerder

Geliewe kennis te neem dat ter uitwinning van 'n vonnis van die Landdroshof van Harrismirth, gedateer 17 Februarie 1995, die ondergemelde eiendom in eksekusie verkoop sal word op Vrydag, 25 Augustus 1995 om 10:00, voor die Landdroskantoor, Southeystraat, Harrismith. Die verkoping sal onderworpe wees aan die voorwaardes wat deur die vendusie-afslaer gelees sal word tydens die verkoping, welke voorwaardes by die kantoor van die Balju, Frank Moore, Southeystraat, Harrismith, voor die verkoping geïnspekteer kan word:

Sekere Erf 1224 (Uitbreiding 21), geleë in die dorp en distrik Harrismith, Provinsie Vrystaat (bekend as Brinkstraat 20, Harrismith), groot 983 (negehonderd drie-en-tagtig) vierkante meter, gehou kragtens Akte van Transport T19094/1993.

Die volgende inligting word verskaf in verband met die verbeterings op die eiendom, maar hierdie eiendomsbeskrywing word geensins gewaarborg nie: Woonhuis wat geverf is met sinkdak, bestaande uit drie slaapkamers, twee badkamers, sitkamer, eetkamer, kombuis, twee motorhuise en half omhein met draad.

Terme: Tien persent (10%) van die verkoopprys en 5% (vyf persent) afslaersgelde op die eerste R15 000 en 2,5% (twee komma vyf persent) daarna in kontant op die datum van verkoping en die balans teen registrasie van transport. Ten opsigte van die balans moet 'n bankwaarborg of ander aanneembare waarborg binne dertig (30) dae vanaf datum van verkoping verskaf word.

Geteken te Harrismith op hede die 18de dag van Julie 1995.

Coetzee & Gericke, Prokureurs vir die Eiser, Heranohof 4, Stuartstraat 54, Posbus 729, Harrismith, 9880. (Verw. C. Coetzee/ cve S26/95.)

Saak 5526/94

IN DIE LANDDROSHOF VIR DIE DISTRIK WELKOM GEHOU TE WELKOM

In die saak tussen **Century Electrical Mining Supplies,** Eiser, en **E. C. Pretorius,** Eerste Verweerder, en **G. B. Pretorius,** Tweede Verweerder

Ingevolge 'n vonnis in die Landdroshof, Welkom, en 'n lasbrief vir eksekusie gedateer 30 Augustus 1994, sal die volgende eiendom by wyse van openbare veiling in eksekusie verkoop word op 1 September 1995 om 09:00, voor die Landdroskantore-ingang, Odendaalsrus:

Erf 2598, geleë in die dorpsgebied Uitbreiding 7, distrik Odendaalsrus, groot 1 120 (eenduisend eenhonderd en twintig) vierkante meter.

Voorwaardes van verkoping:

1. Die eiendom sal voetstoots verkoop word aan die hoogste bieder onderhewig aan die bepalings van die Wet op Landdroshowe, No. 32 van 1944, soos gewysig, en die reëls daarkragtens uitgevaardig.

2. Die koopprys van 10% (tien persent) van die koopprys in kontant onmiddellik na afhandeling van die veiling en die onbetaalde balans, tesame met rente daarop bereken teen 18% (agtien persent) per jaar vanaf datum van verkoping tot datum van registrasie van transport, sal binne 21 (een-en-twintig) dae betaal word of gewaarborg word deur 'n goedgekeurde bank- of bougenootskapwaarborg.

3. Die volle verkoopvoorwaardes wat deur die afslaer uitgelees sal word, onmiddellik voor die verkoping, kan gedurende kantoorure by die kantoor van die Balju, Welkom, nagesien word.

Geteken te Welkom op hierdie 12de dag van Julie 1995.

F. J. Schoeman, vir Van Rooyen Mostert Fourie, Heeren II-gebou, Heerenstraat, Posbus 4, Welkom.

Saak 14281/94

IN DIE LANDDROSHOF VIR DIE DISTRIK BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

In die saak tussen **Absa Bank Beperk,** Eksekusieskuldeiser, en **Gert Benjamin Labuschagne,** Eksekusieskuldenaar

Ingevolge 'n vonnis in die Landdroshof, Bloemfontein, en 'n lasbrief vir eksekusie gedateer 24 September 1994, sal die volgende eiendom by wyse van openbare veiling in eksekusie verkoop word op 1 September 1995 om 10:00, te die Peetlaan-ingang van die Landdroskantoor, Bloemfontein:

Sekere Erf 16446, Uitbreiding 106, Bloemfontein, groot 1 646 (eenduisend seshonderd ses-en-veertig) vierkante meter, gehou kragtens Transportakte T5744/1989.

'n Dubbelverdiepinghuis bestaande uit: *Onder:* Vier slaapkamers, kleedkamer, vier badkamers, werkskamer, patio (X2), woonkamer, studeerkamer, eetkamer, kombuis, opwaskamer en sitkamer. *Bo:* Speelkamer, slaapkamer met badkamer, kleedkamer en balkon met buitegeboue.

Voorwaardes van verkoping:

1. Die eiendom sal voetstoots verkoop word aan die hoogste bieder onderhewig aan die bepalings van die Wet op Landdroshowe, No. 32 van 1944, soos gewysig, en die reëls daarkragtens uitgevaardig.

2. Die koopprys sal as volg betaalbaar wees: 'n Deposito van 10% (tien persent) van die koopprys in kontant onmiddellik na afhandeling van die veiling en die onbetaalde balans tesame met rente daarop bereken teen 23% (drie-en-twintig persent) per jaar vanaf datum van verkoping tot datum van registrasie van transport sal binne 21 (een-en-twintig) dae betaal word of gewaarborg word deur 'n goedgekeurde bank- of bougenootskapwaarborg.

3. Die volle verkoopvoorwaardes wat deur die afslaer uitgelees sal word onmiddellik voor die verkoping kan gedurende kantoorure by die kantoor van die Balju, Bloemfontein (Wes) nagesien word.

Gedateer te Bloemfontein op hede die 7de dag van Julie 1995.

F. J. Kapp, vir Wessels & Smith, Prokureur vir Eksekusieskuldeiser, Grondverdieping, Iustitiagebou, Aliwalstraat, Bloemfontein.

Saak 1065/95

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Oranje-Vrystaatse Provinsiale Afdeling)

In the saak tussen **Eskom Finance Company (Edms.) Bpk.,** Eiser, en **Bonsile John Lumka,** Eerste Verweerder, en **Nonyebo Angelinah Lumka,** Tweede Verweerderes.

Ten uitvoering van 'n vonnis van die Hooggeregshof van Suid-Afrika (Oranje-Vrystaatse Provinsiale Afdeling) sal 'n verkoping met voorbehoud van die volgende eiendom van bogenoemde Verweerder plaasvind te die Landdroskantoor, Virginia, op 1 September 1995 om 11:00, naamlik:

Erf 698, Meloding, Lersearistraat 698, Meloding, Virginia, groot 280 (tweehonderd en tagtig) vierkante meter.

Die volgende inligting word verstrek maar in hierdie opsig word niks gewaarborg nie: Verbeterings bestaan uit sitkamer, kombuis, drie slaapkamers, badkamer, stort en toilet.

Terme: Die koper sal 10% (tien persent) van die koopsom in kontant aan die Balju betaal onmiddellik na die verkoping. Die balans moet verseker word deur 'n bank- of bougenootskapwaarborg wat binne 14 (veertien) dae na die datum van verkoping aan die Balju gelewer moet word. Indien die eiendom deur die eerste verbandhouer gekoop word, hoef die 10% (tien persent) kontantbetaling nie gemaak te word nie.

Voorwaardes: Die verkoopvoorwaardes is ter insae in my kantoor te gedurende kantoorure.

Balju van die Hooggeregshof vir die distrik Virginia.

J. P. Smit, p.a. Naudes, Eiser se Prokureur, Trustfonteingebou, Posbus 153, Bloemfontein.

Case 1096/95

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

In the matter between **ABSA Bank,** trading as Trust Bank, Plaintiff, and **Mr S. F. de Lange,** First Defendant, and **Mrs J. M. de Lange,** Second Defendant

In pursuance of a judgment in the Court for the Magistrate, Bethlehem, and a warrant for execution dated 4 May 1995, the property listed hereunder will be sold in execution on 1 September 1995 at 11:00, at the Magistrate's Court, Bethlehem, to the highest bidder:

Certain Portion 1 of Erf 796, situated in the Town and District of Bethlehem and known as 233 Commissioner Street, Bethlehem, held in accordance with Title Deed T13527/91.

The purchase price will be payable as to a deposit of 10% (ten per centum) in cash and the balance together with interest at 16% (sixteen per centum) per annum until date of registration of transfer, within 14 days from date of sale, to be secured by the bank or building society guarantee. The full conditions of sale will be read immediately prior to the sale, and may be inspected at the office of the Sheriff, Bethlehem.

Dated: 24 July 1995.

F. J. Peach & F. A. du Preez, Attorney for the Plaintiff, 36B Roux Street, P.O. Box 364, Bethlehem.

Saak 12912/94

IN DIE LANDDROSHOF VIR DIE DISTRIK WELKOM GEHOU TE WELKOM

In die saak tussen **Eerste Nasionale Bank van S.A. Beperk,** Eksekusieskuldeiser, en **H. A. Hagemeier,** Identiteitsnommer 5102175012003, Eksekusieskuldenaar

Ingevolge 'n vonnis en 'n lasbrief vir eksekusie gedateer 12 Junie 1995, in die Landdroshof te Welkom, sal die volgende eiendom verkoop word op Vrydag, 1 September 1995 om 11:00, te die Tulbach-ingang, Landdroskantore, Heerenstraat, Welkom:

Sekere Erf 9241, Uitbreiding 27, Longweg 146, Welkom, groot 1 207 (eenduisend tweehonderd en sewe) vierkante meter, geleë te die stad Welkom, distrik Welkom, gehou kragtens Akte van Transport T8043/85 en onderhewig aan sekere serwitute.

Verbeterings: Leë erf.

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 bieër, en verder onderhewig aan die bepalings van die Landdroshofwet, No. 32 van 1944, soos gewysig, en die reëls daarkragtens uitgevaardig.

2. Die koopprys sal as volg betaalbaar wees:

'n Deposito van 10% (tien persent) van die koopprys in kontant onmiddellik na afhandeling van die veiling en die onbetaalde balans tesame met rente op die koopsom bereken teen 'n koers van 16,25 (sestien komma twee vyf per sent) per jaar vanaf 1 September 1995 tot datum van registrasie van transport sal binne 14 (veertien) dae betaal word of gewaarborg word deur 'n goedgekeurde bank- of bougenootskapwaarborg.

3. Die volle verkoopvoorwaardes wat deur die Balju of afslaer uitgelees sal word onmiddellik voor die verkoping, kan gedurende kantoorure by die kantoor van die Balju nagesien word.

Gedateer te Welkom op hede die 27ste dag van Julie 1995.

M. J. Rossouw, vir Rossouw & Vennote, Prokureur vir Eiser, Grondvlak, Anmercosa House, Staatsweg 317, Posbus 455, Welkom, 9460.

Case 2515/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Orange Free State Provincial Division)

In the matter between **ABSA Bank Limited** (United Bank Division), formerly known as United Bank Limited and prior to that United Building Society Limited and previously United Building Society, Plaintiff, and **Carel Bosman,** Defendant

In execution of a judgment of the Supreme Court of South Africa (Orange Free State Provincial Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court at the Magistrate's Court Office, Baine Street, Sasolburg, on Friday, 1 September 1995 at 10:00, of the undermentioned immovable property of the Defendant on the conditions which will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court Sasolburg, at Trust Bank Chambers, Fichardt Street, Sasolburg:

Erf 4281, Sasolburg Township, District of Parys, measuring 3 618 m^2, held by the Defendant under Deed of Transfer T583/1985, being 9 Kromellenboog Street, Sasolburg.

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

The dwelling consists of entrance hall, lounge, dining-room, study, four bedrooms, bathroom/toilet, two toilets, kitchen, double garage, two servants' rooms, bathroom/toilet/hand basin 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 24th day of July 1995.

Routledges Inc., Plaintiff's Attorneys, First Floor, Colosseum, 41 Kruis Street, Johannesburg. (Tel. 331-0511.) (Ref. Z65001/WRFCLS/Mr Brewer/djl.)

Saak 24568/94

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Witwatersrandse Plaaslike Afdeling)

In die saak tussen **ABSA Bank Bpk.,** Applikant, en **H. J. Van Biljon,** Eerste Respondent, en **Kurpur (Edms.) Bpk.,** Tweede Respondent

Ter uitvoerlegging van 'n vonnis in die bogemelde Agbare Hof, gedateer 16 Maart 1995, en 'n lasbrief vir eksekusie word die volgende eiendom in eksekusie verkoop op 30 Augustus 1995 om 10:00, by die kantore van die Balju te Landdroskantoor, Philipstraat, Parys, aan die hoogste bieder:

Sekere Onderverdeling 2 van die plaas Luciana 214, geleë te Parys, groot 21,4133 (twee een vier een drie drie).

Sonering: Winkel en Restaurant met woonhuis.

Gehou kragtens Akte van Transport T10049/1981.

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

Die eiendom bestaan uit: Winkel en Restaurant met toilet en wasbak, woonhuis met vier slaapkamers, twee badkamers, kombuis, eetkamer, sitkamer, agterstoep, rondawel met twee slaapkamers, sitkamer, kombuis, badkamer, swembad, 10 perdestalle, store en ablusieblok.

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 31ste dag van Julie 1995.

Tim du Toit & Kie. Ing., Sewende Verdieping, Nedbank Mall, Commissionerstraat 145, Johannesburg; Posbus 1196, Johannesburg, 2000. [Tel. (011) 331-3868.] [Faks. (011) 331-9700.] (Verw. mnr. Du Randt/V185.)

PUBLIC AUCTIONS, SALES AND TENDERS
OPENBARE VEILINGS, VERKOPE EN TENDERS

TRANSVAAL

UBIQUE AFLSAERS

In opdrag van die Likwidateur van **S I W van der Merwe (Edms.) Beperk,** No. T1334/95 sal ons die bates verkoop te Wildfontein, Carletonville, op 23 Augustus 1995 om 10:00.

Terme: Kontant of bankgewaarborgde tjeks.

Telefoon: (0148) 294-7391 of 297-3841.

Ubique Afslaers, Die Meent, Van Riebeeckstraat 123; Posbus 208, Potchefstroom.

UBIQUE AFLSAERS

In opdrag van die Voorlopige Kurator in die insolvente boedel **J. F. van der Merwe,** Meestersverwysing T1422/95, sal ons die bates verkoop te Wildfontein, Carletonville, op 23 August 1995 om 10:00.

Terme: Kontant of bankgewaarborgde tjek.

Telefoon: (0148) 294-7391 of 297-3841.

Ubique Afslaers, Die Meent, Van Riebeeckstraat 123; Posbus 208, Potchefstroom.

VAN'S AFSLAERS

VEILING VAN EIENDOM

In opdrag van die Kurator van die insolvente boedel **CJJ Holliday,** Meestersverwysing T1803/95, verkoop Van's Afslaers ondervermelde eiendomme, onderhewig aan bekragtiging, per openbare veiling op:

1. 16 Augustus om 11:00, Eenheid 17, Preatorium Terraswoning, Orpenlaan 36, Lydiana, vyfslaapkamerwoning.

2. 18 Augustus om 11:00, Soetdoringstraat 8, Potchefstroom, drieslaapkamerwoning.

Betaling: 10% (tien persent) deposito plus kommissie. Balans binne 30 dae.

Inligting: Van's Afslaers (012) 335-2974.

ERPO AFSLAERS BK

INSOLVENTE VEILING

Namens Smit De Wet & Vennote en Mnre. Cape Trustees, Gesamentlike Kurators in die insolvente boedel **L. C. Steenkamp,** Meestersverwysing T786/95, verkoop ons die onderstaande per openbare veiling te Mooinooi, Woensdag, 16 Augustus 1995 om 10:00.

Ligging: Vanaf Rustenburg en Pretoria, draai in by Buffelspoort/Rondalia afdraai tot by T-aansluiting. Draai links vir 10 km. Eiendom aan die linkerkant.

Eiendom: Gedeelte 24 ('n gedeelte van Gedeelte 102) van die plaas Elandsdrift 467, Registrasieafdeling JQ, Transvaal, groot 43,66 ha.

Verbeterings: Woonhuise en ablusie vir swart werknemers, woonstel, woonhuis met alle moderne geriewe en volvloermatte, swembad, woonstel met rondawel, garage werkswinkel, stoor, kleuterskool, klaskamers, sale, toilette en ruskamers, betonmuur. Krale, skaapskure, varkhokke en beesstalle, drie reservoirs.

Kantoormeubels: Drie bestuurderslessenaars, drie draaikantoorstoele, drie kantoorlessenaars, drie kantoorstoele en drie staal-liasseerkabinette.

Kleuterskoolmeubels: 20 klein kleuter-plastiektafels, 68 klein kinder-plastiekstoele, kombuistafel, ses plastiek tuinstoele, ses klein mat vierkante, 35 plastiek matrasse, vier babakotte.

Kombuisgerei: Staan yskas, staan vrieskas, mikrogolfoond.

Losgoed: Vier kruiwaens, tuingereedskap, elektriese grassnyer, keuter speel apparate.

Terme van vaste eiendom: 15% (vyftien persent) deposito by toeslaan van bod. Bankwaarborg binne 30 (dertig) dae.

Navrae: Erpo Afslaers BK, Steenstraat 27, Rustenburg. Tel. (0142) 97-2532/3.

Na-ure: Johan Boshof (0142) 29404, Jimmy de Wet (0142) 32350, Lucia Potgieter (0142) 28810.

MANNIE AUCTIONEERING COMPANY

INSOLVENT ESTATE I. DERMICK No. T1939/95

GOLDEN CONCEPT CC (IN LIQUIDATION) No. T1729/95

HOME FAIR CC (IN LIQUIDATION) No. T1305/95

G. JAY ELECTRICAL SERVICES CC (IN LIQUIDATION) No. T1655/95

MEGA BUSINESS SYSTEMS CC (IN LIQUIDATION) No. T1305/95

MIDRAND BUILDERS MERCHANTS CC (IN LIQUIDATION) No. T2121/95

MOSSBAY PROPERTIES CC (IN LIQUIDATION) No. T1576/95

INSOLVENT ESTATE R. VAN DER LINDEN No. T1694/94

Duly instructed by the Liquidators, Trustee and Provisional Trustee in the above matters, Dale Lace Park Bowling Club (who are amalgamating with another Club) and other Vendors, we will sell by public auction at our Salesrooms, First Floor, Sols Building, 196 Fox Street (Corner Mooi Street), Johannesburg, on Thursday, 17 August 1995 at 10:00, the following:

Household and office furniture, catering equipment, stocks and miscellaneous items and motor vehicles.

Terms: Only cash or bank certified cheques.

On view day prior to the sale. Subject to change without prior notice.

Mannie Auctioneering Company. Tel. (011) 334-3810. Fax (011) 334-1542.

MANNIE AUCTIONEERING COMPANY

INSOLVENT ESTATE L. C. C. AND L. L. INCH

MASTER'S REFERENCE No. T1424/95

Duly instructed by the Provisional Trustee in the above matter we will sell by public auction on the spot, 12 Romajador Avenue, Sandhurst Extension 4, Sandton, on Tuesday, 22 August 1995 at 10:30, the following:

Three bedroomed face brick family home with enormous family room/dining-room; 8 bar-room; patio and pool; Sandhurst Extension 4, Sandton.

Certain Erf 45, situated at 12 Romajador Avenue, Sandhurst Extension 4, Sandton, measuring approximately 1 983 square metres, upon which is erected a comfortable family home built of face brick under a tiled roof comprising enormous family room/dining-room; barroom with tiled floor, panelled wall and built-in bar; large formal lounge with tiled floor; guest cloakroom; fitted kitchen; passage with two linen cupboards; security gate to bedroom section, three enormous carpeted bedrooms all with large built-in cupboards (main bedroom with dressing room and bathroom en suite); second fully tiled bathroom; double garage; two maids rooms; bathroom; brick-paved driveway with gate to the house; electronically operated gate to the garage and yard; large attractive and sparkling pool with brick-paved surround; fenced; front and back gardens; electric fence in front of house and on side of driveway.

Terms: 15% (fifteen per cent) deposit on signature of the conditions of sale and the balance within 30 days from date of confirmation.

Now on view, watchman in attendance.

Mannie Auctioneering Company. Tel. (011) 334-3410. Fax (011) 334-1542.

PLAAS TE KOOP

Op las van die Land- en Landboubank van Suid-Afrika sal die Balju: Hooggeregshof, Potgietersrus op 1 September 1995 om 10:00 voor die Landdroskantoor te Naboomspruit die ondergemelde eiendom by publieke veiling verkoop:—

RESTERENDE GEDEELTE VAN GEDEELTE 1 VAN DIE PLAAS RIEKERTSVRAAG 593, REGISTRASIE AFDELING K.R., PROVINSIE NOORD-TRANSVAAL;

GROOT: 484,3060 hektaar.

Blykens Akte van Transport T48099/1987

in die naam van **MICHAEL ANDRIES PRETORIUS**

Ligging van hierdie eiendom:—

42km suidoos van Naboomspruit

Geboue en verbeterings wat beweer word om op die eiendom te bestaan is:—

Woonhuis, buitegebou, stoor, silo en hoenderhokke. Veekerend omhein en verdeel in kampe. 5 Boorgate en asbestenk.

Voornemende kopers se aandag word daarop gevestig dat daar geen verpligting op die Landbank rus om grense of bakens ten opsigte van die eiendom uit te wys nie. Geen versekering kan gegee word dat die beweerde geboue en ander verbeterings wel bestaan of op die eiendom soos hierbo gemeld, geleë is nie, of dat enige daarvan vry van retensiereg of huurkoopooreenkoms is, of dat 'n aangrensende eienaar geen belang of kontribusie-eis ten opsigte van 'n grensheining het nie.

Die eiendom word voetstoots verkoop soos dit staan, onderworpe aan alle serwitute en voorwaardes in die titelakte vermeld.

By die toeslaan van die bot moet die koper die volgende in kontant of per bankgewaarborgde tjek betaal:—

(a) Minstens een-tiende van die koopprys.

(b) 2,5% Afslaerskommissie onderworpe aan 'n maksimum van R7 500. (14% BTW indien van toepassing is eksklusief betaalbaar)

(c) Alle koste in verband met die verkoping wat insluit advertensiekoste.

(d) BTW indien van toepassing, dit is 14% op die volle koopprys;

Die saldo van die koopsom, plus 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, belastings en hereregte wat nodig mag wees om transport in sy naam te registreer. Hierdie bedrae moet betaal word sodra die Landbank dit versoek.

Die eiendom word verkoop vry van enige huurooreenkomste, bewoningsregte, koopooreenkomste en/of vruggebruik.

Die Landbank behou hom die reg voor om enige eiendom wat te koop aangebied word te enige tyd van die verkoping te onttrek.

VERWYSINGSNOMMER: AFAA 02479 01G (REGTE)

Land- en Landboubank van Suid-Afrika, Posbus 375, Pretoria, 0001. 3 Augustus 1995.

AUCOR TVL

INSOLVENT ESTATE AUCTION

CLINKER-BRICK HOUSE

RAYTON

IN THE MATTER OF INSOLVENT ESTATE J. GOBEY

MASTER'S REFERENCE No. T567/95

ON THURSDAY, 10 AUGUST 1995 AT 10H30

Duly instructed by the Trustee, we will hereby sell this property being Erf 764, Rayton, better known as 116 Premier Street, Rayton.

Description: This neat clinker-brick house comprises of two bedrooms, two bathrooms, lounge, dining-room, TV-room and a kitchen. Outbuildings include a garage and servants' quarters with a toilet and shower. There is a neat garden with a sprinkler system and fruit trees, and there is also a braai area.

Directions: On N4 due east, take Cullinan/Rayton turn-off, turn left towards Rayton. Into Rayton with Plein Street, over the bridge, turn right into Naude Street, over railway line, then left into Premier Street. (Watch for posters.)

Terms: A 20% deposit (bank or bank-guaranteed cheque) on the fall of the hammer. The balance by suitable guarantees within 30 days of confirmation of sale. There is a seven day confirmation period.

For further details please contact Aucor Tvl., Celeste Verwey, Hatfield Forum East, 1077 Arcadia Street, Hatfield, Pretoria. Tel. (012) 3422041/342-3502/5/11. Fax: (012) 3422042.

AUCOR TVL

INSOLVENT ESTATE AUCTION

THREE BEDROOM HOUSE

CAPITAL PARK

IN THE MATTER OF INSOLVENT ESTATE OF P. P. ROOS

MASTER'S REFERENCE No. T894/95

ON FRIDAY, 11 AUGUST 1995 AT 10H30

Duly instructed by the Trustee, we will hereby sell this property being Erf 1109, Capital Park, Pretoria, better known as 291 Flowers Street, Capital Park.

Description: A quaint, well-kept house comprising of three bedrooms, with built-in cupboards, one bathroom with a separate toilet, lounge, dining-room, TV-room and a kitchen with a laundry. The house has wooden floors and pressed ceilings. Outbuildings include a single garage and servants' quarters with a toilet. The property is secured by a surrounding wall.

Directions: From town in Church Street due east, turn left into Beatrix Street which becomes Voortrekker Road, turn left into Flowers Street. (Watch for posters.)

Terms: A 10% deposit and 6% auctioneers commission plus VAT thereon (bank or bank-guaranteed cheque) on the fall of the hammer. The balance by suitable guarantees within 30 days of confirmation of sale. There is a 14 days confirmation period.

For further details please contact Aucor Tvl., Celeste Verwey, Hatfield Forum East, 1077 Arcadia Street, Hatfield, Pretoria. Tel. (012) 3422041/342-3502/5/11. Fax: (012) 3422042.

PLAAS TE KOOP

Op las van die Land- en Landboubank van Suid-Afrika sal die Balju: Hooggeregshof, Brits op 1 September 1995 om 10:00 voor die Landdroskantoor te Brits die ondergemelde eiendom by publieke veiling verkoop:—

GEDEELTE 29 ('n gedeelte van Gedeelte 9) van die plaas BUFFELSFONTEIN 465, Registrasie Afdeling J Q Transvaal;

GROOT: 40,9785 hektaar

Blykens Akte van Transport T16513/1980

(Die eiendom is in 'n beheerde gebied naamlik CL-RPBA geleë. Die aandag van voornemende kopers word daarop gevestig dat hul hulself moet vergewis of enige belastings ten opsigte van die eiendom betaalbaar is.)

in die naam van **JOHANNES MICHIEL ELS**

Die titelakte sal op die dag van verkoping beskikbaar wees vir insae deur voornemende kopers.

Ligging van hierdie eiendom:—

22km suidwes van Brits

Geboue en verbeterings wat beweer word om op die eiendom te bestaan is:—

Pomphuis, 2 boorgate.

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 huurkoopooreenkoms is, of dat 'n aangrensende eienaar geen belang of kontribusie-eis ten opsigte van 'n grensheining het nie.

Die eiendom word voetstoots verkoop soos dit staan, onderworpe aan alle serwitute en voorwaardes in die titelakte vermeld.

By die toeslaan van die bot moet die koper die volgende in kontant of per bankgewaarborgde tjek betaal:—

(a) Minstens een-tiende van die koopprys.

(b) 2,5% Afslaerskommissie onderworpe aan 'n maksimum van R7 500. (14% BTW indien van toepassing is eksklusief betaalbaar)

(c) Alle koste in verband met die verkoping wat insluit advertensiekoste.

(d) BTW indien van toepassing, dit is 14% op die volle koopprys;

Die saldo van die koopsom, plus 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, belastings en hereregte wat nodig mag wees om transport in sy naam te registreer. Hierdie bedrae moet betaal word sodra die Landbank dit versoek.

Die eiendom word verkoop vry van enige huurooreenkomste, bewoningsregte, koopooreenkomste en/of vruggebruik.

Die Landbank behou hom die reg voor om enige eiendom wat te koop aangebied word te enige tyd van die verkoping te onttrek.

VERWYSINGSNOMMER: AIAA 02302 01G (REGTE)

Land- en Landboubank van Suid-Afrika, Posbus 375, Pretoria, 0001. 1 Augustus 1995.

AUCTRADE AUCTIONEERS/AFSLAERS

ESTATE AUCTION OF A THREE BEDROOM HOUSE SITUATED IN SOSHANGUVE, GAUTENG

Duly instructed by the executor in the estate of the late J. T. Mmethi, Magistrate's Soshanguve Reference 7/12/124/94, we will sell the undermentioned property by public auction at the premises on 16 August 1995 at 11:00, at zone F1213, Soshanguve, Gauteng.

Property: Zone F1213, Soshanguve.

Improvements: Property consisting of three bedrooms, lounge, dining-room, kitchen, bathroom, single garage and two outside rooms.

Conditions of sale: 15% (fifteen per cent) deposit of the purchase price in cash or bank-guaranteed cheque with the fall of the hammer. The sale is subject to confirmation.

Guarantees for the balance of the purchase price must be deliered within 30 days after confirmation of the sale.

Viewing/Particulars: Daily between 08:00 and 18:00 or contact the auctioneer (012) 87-2346 or 082 554 8617.

Auctrade Auctioneers P.O. Box 30124, Sunnyside, Pretoria, 0132. Tel. (012) 87-2346. Sel. 082-5548-617.

LIBRA AFSLAERS

INSOLVENTE BOEDELVEILING WOONHUIS MET SWEMBAD, KRUGERSRUS, SPRINGS

In opdrag van die Kurator in die insolvente boedel van Glen David, Meestersverwysing T914/95 verkoop ons onderhewig aan bekragtiging die ondergenoemde eiendom per openbare veiling op die perseel op Dinsdag, 15 Augustus 1995 om 11:00.

Eiendom en beskrywing: St Blaizeweg 24, Krugersrus, Springs (Erf 28, Krugersrus), staal en konstruksie-teëldakwoning wat studeerkamer, drieslaapkamers, twee badkamers, kombuis, enkelmotorhuis met buitetoilet. Erf is omhein met betonmure en het 'n swembad.

Verkorte verkoopvoorwaardes: 20% (twintig persent) van die koopprys in kontant of bankgewaarborde tjek met die toeslaan van die bod. Balans van koopprys verseker te word by wyse van waarborge binne 30 (dertig) dae na datum van bekragtiging.

Navrae: Libra Afslaers, Roodepoort. Giel Bezuidenhout/Marita Wright. Tel. (011) 763-6267.

LIBRA AFSLAERS

INSOLVENTE BOEDELVEILING

WOONHUIS MET SWEMBAD

BRAKPAN

In opdrag van die Kurator in die insolvente boedel van G. C. en S. E. Schlunz, Meestersverwysing T3707/94, verkoop ons die ondergenoemde eiendom per openbare veiling op die perseel, onderhewig aan bekragtiging op Woensdag, 16 Augustus 1995, om 11:00.

Eiendom en beskrywing: Escombelaan 83, Brakpan (Erf 289, Brakpan), steenkonstruksiewoonhuis wat bestaan uit voorstoep, ingangsportaal, sitkamer, familiekamer, twee slaapkamers, twee badkamers, kombuis, motorhuis, buite toilet, motorafdak en swembad. Betonmure omring die 991 vierkante meter erf.

Verkorte verkoopvoorwaardes: 20% (twintig persent) van die koopprys in kontant of bankgewaarborde tjek met die toeslaan van die bod. Balans van koopprys verseker te word by wyse van waarborge binne 30 (dertig) dae na datum van bekragtiging.

Navrae: Libra Afslaers, Roodepoort. Giel Bezuidenhout/Marita Wright. Tel. (011) 763-6267.

LIBRA AFSLAERS

INSOLVENTE BOEDELVEILING

1,8502 HEKTAAR PLASIE

LEEUWSPRUIT—FOCHVILLE

In opdrag van die Kurator in die insolvente boedel van T. A. van Niekerk Combrinck, Meestersverwysing T237/95, verkoop ons onderhewig aan bekragtiging die ondergenoemde eiendom per openbare veiling op die perseel op Donderdag, 17 Augustus 1995 om 12:00.

Eiendom en beskrywing: Gedeelte 13 (gedeelte van Gedeelte 8), van die plaas Leeuwspruit 148 IQ, Fochville, groot steenkonstruksiewoning onder Harvey teëldak bestaande uit gekombineerde sit- en familiekamer, gang, studeerkamer, eetkamer, kombuis, drie slaapkamers, twee badkamers, ens. Woonstel wat bestaan uit badkamer, twee slaapkamers, sitkamer, eetkamer en kombuis. Boorgat met windpomp, ens.

Verkorte verkoopvoorwaardes: 20% (twintig persent) van die koopprys in kontant of bankgewaarborde tjek met die toeslaan van die bod. Balans van koopprys verseker te word by wyse van waarborge binne 30 (dertig) dae na datum van bekragtiging.

Navrae: Libra Afslaers, Roodepoort. Giel Bezuidenhout/Marita Wright. Tel. (011) 763-6267.

LIBRA AUCTIONEERS

DULY INSTRUCTED BY THE TRUSTEE OF INSOLVENT ESTATE A. M. ZORZI, MASTER'S REF. T3695/94

We will sell the assets at 6 Kingfisher Street, Horison Park, Roodepoort, on Saturday, 12 August 1995, starting at 11:00.

Terms: Cash or bank-guaranteed cheques only.

Libra Auctioneers: Tel. (011) 763-6267.

LIBRA AUCTIONEERS

DULY INSTRUCTED BY THE TRUSTEE OF INSOLVENT ESTATE C. R. DE WET, MASTER'S REF. T2588/94

We will sell the assets at 6 Kingfisher Street, Horison Park, Roodepoort, on Saturday, 12 August 1995, starting at 11:00.

Terms: Cash or bank-guaranteed cheques only.

Libra Auctioneers: Tel. (011) 763-6267.

LIBRA AUCTIONEERS

DULY INSTRUCTED BY THE TRUSTEE OF INSOLVENT ESTATE A. S. VORSTER, MASTER'S REF. T3929/94

We will sell the assets at 6 Kingfisher Street, Horison Park, Roodepoort, on Saturday, 12 August 1995, starting at 11:00.

Terms: Cash or bank-guaranteed cheques only.

Libra Auctioneers: Tel. (011) 763-6267.

LIBRA AUCTIONEERS CC

DULY INSTRUCTED BY THE TRUSTEE OF INSOLVENT ESTATE CLIFFORD ST JOHN WILLS, MASTER'S REF. T377/95

We will sell the assets at 6 Kingfisher Street, Horison Park, Roodepoort, on Saturday, 12 August 1995 starting at 11:00.

Terms: Cash or bank-guaranteed cheques only.

Libra Auctioneers: Tel. (011) 763-6267.

Libra Auctioneers CC, 6 Kingfisher Street, Horison Park, Roodepoort; Kempton City, First Floor, Kempton Park; P.O. Box 7027, Westgate, 1734. Tel. (011) 763-6205/6. Fax: (011) 766-1741.

AUCOR (PTY) LTD

RESIDENCE—SUIDEROORD

INSOLVENT ESTATE ALLAN LESLIE MCKIE

MASTERS REF. T4634/94

26 CONROY STREET, SUIDEROORD, JOHANNESBURG SOUTH, ON TUESDAY, 15 AUGUST AT 11:00

Duly instructed by the Trustee in the insolvent estate we will sell the above in terms of section 21 (3) of the Insolvency Act of 1936, as amended, the above property Stand 662, in extent 1 399 square metres.

View: Showday, Sunday, 13 August from 10:00, to 12 noon or by appointment with the auctioneers.

Terms: 20% (twenty per cent) deposit in cash on day of sale. Balance to be paid with guarantees acceptable to the Joint Trustees within 30 days of confirmation.

The above is subject to change without prior notice.

For further details please contact the auctioneers: Aucor (Pty) Ltd, 14 Appel Road, Wendywood, Sandton. Tel. (011) 444-5550. Fax. (011) 444-5551. S.A.I.A.

I. Merle Botes, P.O. Box 76216, Wendywood, 2144.

AUCOR (PTY) LTD

PRESTIGIOUS MODERN RESIDENCE—SUIDEROORD

INSOLVENT ESTATE ALLAN LESLIE MCKIE

MASTERS REF. T4634/94

Duly instructed by the Trustee in the insolvent estate we will sell by public auction in terms of section 21 (3) of the Insolvency Act of 1936, as amended, the half share the following property:

A modern four-bedroomed, two bathrooms, study, open plan kitchen, lounge, dining-room, family room, guest cloakroom, double garage, servants' quarters, situated on Stand 662, Suideroord, measuring 1 399 square metres, on Tuesday, 15 August, at 11:00, at 26 Conroy Street, Suideroord, Johannesburg South.

View: Showday, Sunday, 13 August from 10:00, to 12 noon or by appointment with the auctioneers.

Terms: 20% (twenty per cent) deposit in cash on day of the sale. Balance to be paid with guarantees acceptable to the Joint Trustees within 30 days of confirmation.

The above is subject to change without prior notice.

For further details please contact the auctioneers: Aucor (Pty) Ltd, 14 Appel Road, Wendywood, Sandton. Tel. (011) 444-5550. Fax. (011) 444-5551. S.A.I.A.

TRIDENT AUCTIONEERS

KEMPTON PARK

LARGE RESIDENTIAL STAND (POTENTIAL FOR SUBDIVISION)

Duly instructed by the Trustee in the insolvent estate R. A. Wing, Master's Ref. T1643/94, we will offer for sale by public auction completely without reserve and to the highest bidder the property described below on site being 93 Dewiekus Street, Van Riebeeck Park, Kempton Park, at 11:00, sharp on Monday 14 August 1995, being Stand 1690, Van Riebeeckpark, Kempton Park, measuring 5,922 square metres.

Viewing: Anytime prior to sale.

Terms: 15% (fifteen per cent) 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.

VAN VUUREN AFSLAERS

INSOLVENTE BOEDELVEILING VAN SONNIGE SESSLAAPKAMERWONING IN THE REEDS, VERWOERDBURG

In opdrag van die Kurator in die insolvente boedel **A. P. Rademeyer,** Meestersverwysing T1732/95, verkoop ons hierdie prag woning per openbare veiling ter plaatse op Woensdag, 23 Augustus 1995 om 11:00.

Plek van veiling: Sylvielaan 13, The Reeds-uitbreiding 6, Verwoerdburg.

Beskrywing van eiendom: Erf 85, ook bekend as Sylvielaan 13, The Reeds-uitbreiding 6, Verwoerdburg, Registrasieafdeling JR, Transvaal.

Erf grootte: 1 000 m^2.

Verbeterings: Hierdie staan teëldakwoning bestaan uit ses slaapkamers, vyf badkamers, sitkamer, eetkamer, TV-kamer, groot kombuis, studeerkamer, swembad met patio, dubbel toesluitmotorhuis, bediendekamer met geriewe, twee gereedskap-hutte, gevestigde tuin en ommuur.

Terme: 10% (tien persent) deposito by toeslaan van die bod in kontant of bankgewaarborgde tjek en balans verseker te word binne 30 (dertig) dae.

Verband finansiering is beskikbaar. (Reël met afslaer.)

Afslaersnota: 'n Gedeelte van die woning kan as 'n addisionele woonstel uitverhuur word.

Besigtiging: Daagliks tussen 07:00 en 18:00.

Navrae: Skakel die afslaer.

Van Vuuren Afslaers. Tel. (012) 3444-888. Faks. (012) 3433-666. Die beste is die minste wat ons kan doen.

PARK VILLAGE AUCTIONS

GERALD YOSH PROPERTY INVESTMENTS (PTY) LTD, IN LIQUIDATION

MASTER'S REFERENCE NUMBER: T946/95

Duly instructed by the Liquidator in the above-mentioned Estate, we will sell by public auction, from the Offices of Park Village Auctions, Unit 10, Ferndale Mews North, corner of Oak Avenue and Dover Road, Ferndale, Randburg District, Gauteng, on Monday, 14 August 1995, commencing at 10:30, a holiday home situated in St Francis Bay.

For further particulars and viewing contact the Auctioneer: Park Village Auctions. Tel. (011) 789-4375. Fax (011) 789-4369.

PARK VILLAGE AUCTIONS

INSOLVENT ESTATE: J. J. SCHOLTZ

MASTER'S REFERENCE No. T4761/94

Duly instructed by the Trustee in the above-mentioned insolvent estate we will sell by public auction, on site at 984 Mirella Street, Little Falls Extension 2, Roodepoort District, Gauteng, on Wednesday, 16 August 1995, commencing at 10:30, a three-bedroomed home.

For further particulars and viewing contact the Auctioneer: Park Village Auctions. Tel. (011) 789-4375. Fax (011) 789-4369.

PARK VILLAGE AUCTIONS

MARGILL PROPERTIES CC, IN LIQUIDATION

MASTER'S REFERENCE NUMBER: T1575/95

Duly instructed by the Liquidator in the above-mentioned estate, we will sell on public auction, on site at 115 Sivewright Street, New Doornfontein, Johannesburg District, Gauteng, on Thursday, 17 August 1995, commencing at 10:30 a.m., converted offices.

For further particulars and viewing contact the Auctioneer: Park Village Auctions. Tel. (011) 789-4375. Fax (011) 789-4369.

PARK VILLAGE AUCTIONS

NORBASTAN INVESTMENTS CC, IN LIQUIDATION

MASTER'S REFERENCE NUMBER: T1024/95

Duly instructed by the Liquidator in the above-mentioned estate, we will sell by public auction, on Site at 48 15th Street Parkmore, Sandton District, Gauteng, on Tuesday, 15 August 1995, commencing at 10:30, a three-bedroomed home.

For further particulars and viewing contact the Auctioneer: Park Village Auctions. Tel. (011) 789-4375. Fax (011) 789-4369.

AUCOR (PTY) LTD

INSOLVENT ESTATE FREDERICK COENRAAD MEYER

MASTER'S REF. T876/95

THREE BEDROOM RESIDENCE, BENONI CENTRAL

On the spot: 115 Elston Avenue, Benoni, on Friday, 18 August 1995 at 10:30.

Duly instructed by the Trustee appointed in the above-mentioned matter the Aucor Group will sell by public auction the property legally described as Stand 786, Benoni Central.

For further details please contact the auctioneers.

View: By appointment with the auctioneers.

Terms: 20% (twenty per cent) deposit (bank or bank-guaranteed cheque) on the fall of the hammer. The balance to be paid by guarantees acceptable to the Trustee. Bidders being financed must produce an irrevocable letter of credit prior to bidding. All bids are exclusive of VAT. Note: No cash will be accepted at the auction site, but can be deposited at the nearest First National Bank.

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INSOLVENT ESTATE: S. J. VAN HEERDEN

ROTARY TABLE/250T HYDRAULIC PRESS/DIVIDING HEAD TO BE SOLD AT SANDTON AUCTION MART 14 APPEL ROAD, WENDYWOOD, SANDTON, ON TUESDAY, 15 AUGUST 1995 AT 10:30 AM.

Duly instructed by the Trustee in the above matter, the Aucor Group will supplement and sell by public auction the above.

For further details please contact the auctioneers.

View: Monday, 14 August 1995.

Terms: R2 000 deposit (bank or bank-guaranteed cheque) on the day of the sale. All bidders being financed must produce an irrevocable letter of credit prior to bidding. All bids are exclusive of VAT. No cash will be accepted at the auction site but may be deposited at the nearest Trust Bank.

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B & R FENCING SYSTEMS CC, IN LIQUIDATION

MASTERS REFERENCE: T814/95

COMPUTER EQUIPMENT AND CELLULAR PHONE TO BE SOLD AT SANDTON AUCTION MART, 14 APPEL ROAD, WENDYWOOD, SANDTON, ON TUESDAY, 15 AUGUST 1995 AT 10:30

Duly instructed by the Trustee in the above matter, the Aucor Group will supplement and sell by public auction the above.

For further details please contact the auctioneers.

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MASTERS REF. T1972/94

MOTOR CARS, LDV, REGMA A130 PLAN COPIER, UNDERGROUND BATTERY TORCHES TO BE SOLD AT SANDTON AUCTION MART, 14 APPLE ROAD, WENDYWOOD, SANDTON, ON TUESDAY, 15 AUGUST 1995 AT 10:30

Duly instructed by the Trustee in the above matter, the Aucor Group will supplement and sell by public auction the above.

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MAGTECH (PTY) LTD (IN LIQUIDATION)

MASTER'S REF. T2035/95

GUILLOTINES, SCALES, OFFICE AND WORKSHOP EQUIPMENT, PRESS, ELECTRICAL ACCESSORIES AND TOOLING TO BE SOLD AT SANDTON AUCTION MART, 14 APPLE ROAD, WENDYWOOD, SANDTON, ON TUESDAY, 15 AUGUST 1995 AT 10:30

Duly instructed by the Trustee in the above matter, the Aucor Group will supplement and sell by public auction the above.

For further details please contact the auctioneers.

View: Monday, 14 August 1995.

Terms: R2 000 deposit (bank or bank-guaranteed cheque) on the day of the sale. All bidders being financed must produce an irrevocable letter of credit prior to bidding. All bids are exclusive of VAT. No cash will be accepted at the auction site but may be deposited at the nearest Trust Bank.

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INSOLVENT ESTATE: FREDERICK COENRAD MEYER

MASTERS REFERENCE T876/95

COMPRESSOR ACCESSORIES/SURFACE GRINDER/SHELVING AND BENCHES/PRESSES, ETC. TO BE SOLD AT SANDTON AUCTION MART, 14 APPEL ROAD, WENDYWOOD, SANDTON ON TUESDAY, 15 AUGUST 1995 AT 10:30

Duly instructed by the Trustee in the above matter, the Aucor Group will supplement and sell by public auction the above.

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CAPE · KAAP

BOEDEL WYLE: MARTHA JOHANNA ALETTA PRETORIUS

NOMMER 85/95

In opdrag van die Eksekuteur in bostaande boedel sal die ondergemelde roerende bates verkoop word per publieke veiling op 18 Augustus 1995 om 10:00, te Thesingweg 4, Kuruman.

Roerende eiendom: Sitkamerstel, eetkamerstel met stoele, buffet, twee dubbelbeddens. Verdere huisraad, gordyne en meubels, 243-geweer met teleskoop met reeksnommer 15027, Martini Henry-geweer met reeksnommer WR 12486, .38 Special kortloop Astra-rewolwer met reeksnommer R363109, 6-voet-Ventersleepwa—CBK 1963.

Terme: Roerende eiendom: Kontant of bankgewaarborgde tjek op dag van veiling.

Voorwaardes: Ter insae by afslaers.

Afslaers: Die Balju, Thesingweg 4, Kuruman.

Kontakpersoon: Mnr. Smit. Tel. 05373-30630.

PLAAS TE KOOP

Op las van die Land- en Landboubank van Suid-Afrika sal die Balju: Hooggeregshof, VRYBURG op 1 September 1995 om 10:00 voor die Landdroskantoor te VRYBURG die ondergemelde eiendom by publieke veiling verkoop:—

SEKER Gedeelte 2 VERGEVONDEN van plaas STONEHENGE nr 400

GELEË in die afdeling van VRYBURG

GROOT 856,5320 hektaar

Blykens Akte van Transport T1139/1970

in die naam van **DIRK JACOBUS KOTZE**

Die titelakte sal op die dag van verkoping beskikbaar wees vir insae deur voornemende kopers.

Ligging van hierdie eiendom:—

80 km noordnoordwes van Vryburg

Geboue en verbeterings wat beweer word om op die eiendom te bestaan is:—

2 Woonhuise, buitegeboue, 4 arbeidershuise, 3 motorhuise en 2 buitekamers, melkstal en toegeboude stoor, werkswinkel en 2 store. Veekerend omhein en verdeel in kampe. 7 Boorgate, 5 damme en 16 suipings.

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 huurkoopooreenkoms is, of dat 'n aangrensende eienaar geen belang of kontribusie-eis ten opsigte van 'n grensheining het nie.

Die eiendom word voetstoots verkoop soos dit staan, onderworpe aan alle serwitute en voorwaardes in die titelakte vermeld.

By die toeslaan van die bot moet die koper die volgende in kontant of per bankgewaarborgde tjek betaal:—

(a) Minstens een-tiende van die koopprys.

(b) 2,5% Afslaerskommissie onderworpe aan 'n maksimum van R7 500. (14% BTW indien van toepassing is eksklusief betaalbaar)

(c) Alle koste in verband met die verkoping wat insluit advertensiekoste.

(d) BTW indien van toepassing, dit is 14% op die volle koopprys;

Die saldo van die koopsom, plus 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, belastings en hereregte wat nodig mag wees om transport in sy naam te registreer. Hierdie bedrae moet betaal word sodra die Landbank dit versoek.

Die eiendom word verkoop vry van enige huurooreenkomste, bewoningsregte, koopooreenkomste en/of vruggebruik.

Die Landbank behou hom die reg voor om enige eiendom wat te koop aangebied word te enige tyd van die verkoping te onttrek.

Die eiendom word verkoop onderworpe aan die Staat se beweerde eiendomsreg oor staande oeste wat op die eiendom mag wees.

VERWYSINGSNOMMER: DGAK 00610 04G (REGTE)

Land- en Landboubank van Suid-Afrika, Posbus 375, Pretoria, 0001. 1 Augustus 1995.

NATAL

ERA BRINK PROPERTY GROUP LADYSMITJ, DULY INSTRUCTED BY THE LIQUIDATOR IN THE MATTER CINNAMON CONSTRUCTION CC, No. CK90/37264/23, IN LIQUIDATION

MASTER REF. N365/95 WE WILL SELL BY PUBLIC AUCTION ON SATURDAY, 19 AUGUST 1995 at 10:00 ON THE SMALL HOLDING OFF PARK LANE, LADYSMITH

The property: Lot 3095, Ladysmith, being 24,3150 hectares in extent. The property has two houses of block under tile construction, a shed of block under iron construction, water and electricity are supplied from the Borough of Ladysmith. This sale is subject to confirmation within 14 days.

Furniture: Wooden four piece lounge suite, pioneer Hi-fi set, cream lazyboy, Sony Trinitron Television set, National video cassette recorder, white chest of drawers, Freezmatic refrigerator, Miele upright deep-freeze and Hoover twin-tup washing-machine.

Building equipment: Toolkraft 254 mm radial arm saw with stand; Wadkin Bursgreen circular saw on stand; Makita 9 inch circular saw; Small Bosch drill; Fuji-KOHS302Wm Dumpy level with tripod and level; Black and Decker saw; EY40 Robin Generator 5KVA; Incomplete Compactor; Metabo Angle Grinder; Bosch Electric Plane PH025-82; three scrap corrugated iron sheds; steel garden shed; wooden garden shed; body of bus; Arcon Computer; Brother AX110 electric typewriter; Panasonic KXF2350 telephone answering system with faximile; metal foor door filing cabinet; steel stationer office cupboard; various hand tools; picks and spades; wheel barrow; building trestles; various scaffold frames; lathe; Makita Power Planer Model 1100 and Drill press; Thabo electrical sanding machine; No name sanding machine; office chairs; Casio FR5200S electric desk calculator; two wooden desks; Saundry building materials.

Order of sale:

1. The property.

2. The movable assets.

Viewing details: To view the property contact Dave Marshall on 0361 310310.

Terms: The immovable property: 10% (ten per cent) cash or bank-guaranteed cheque at the fall of the hammer. The balance to be guaranteed by a financial institution within 30 days of date of sale.

Era Brink Property Group, 9 Poort Road, Ladysmith. Tel. (0361) 3-10310.

WATER

DON'T WASTE IT!

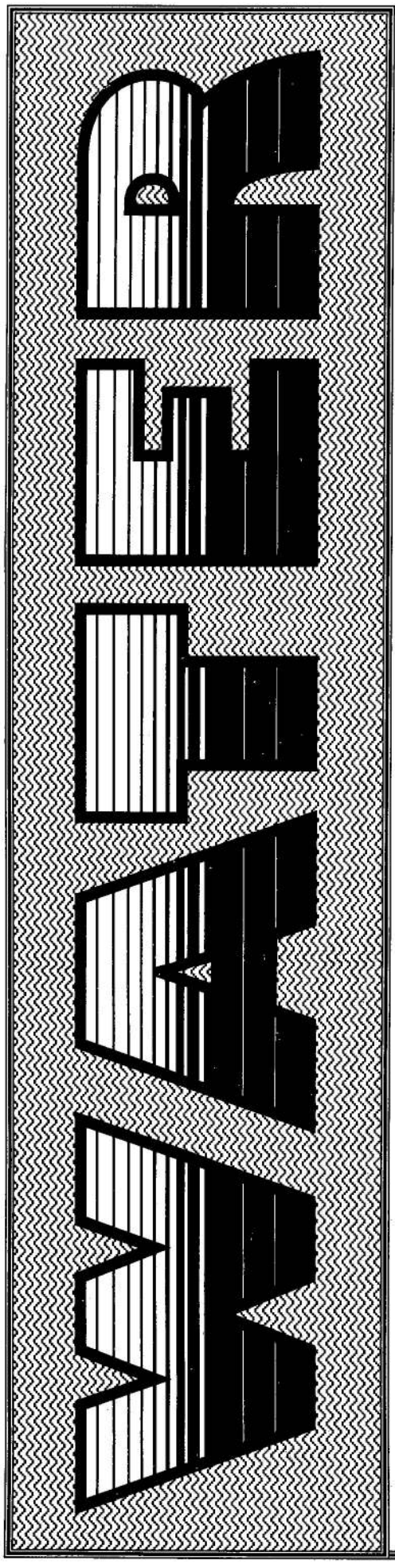

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TABLE OF CONTENTS

LEGAL NOTICES

		Page
SALES IN EXECUTION AND OTHER PUBLIC SALES		10
Sales in execution:		
Provinces:	Transvaal	10
	Cape	81
	Natal	110
	Orange Free State	138
Public auctions, sales and tenders		146

INHOUDSOPGAWE

WETLIKE KENNISGEWINGS

		Bladsy
GEREGTELIKE EN ANDER OPENBARE VERKOPE		10
Geregtelike verkope:		
Provinsies:	Transvaal	10
	Kaap	81
	Natal	110
	Oranje-Vrystaat	138
Openbare veilings, verkope en tenders		146

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