REPUBLIC OF SOUTH AFRICA

REPUBLIEK VAN SUID-AFRIKA

Government Gazette
Staatskoerant

Vol. 363 PRETORIA, 1 SEPTEMBER 1995 No. 16634

LEGAL NOTICES

WETLIKE KENNISGEWINGS

B

SALES IN EXECUTION AND OTHER PUBLIC SALES

GEREGTELIKE EN ANDER OPENBARE VERKOPE

LIST OF FIXED TARIFF RATES

AND

CONDITIONS

FOR PUBLICATION OF LEGAL NOTICES IN THE *GOVERNMENT GAZETTE*

(COMMENCEMENT: 1 APRIL 1994)

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

Case 21001/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **The Standard Bank of South Africa Limited,** Plaintiff, and **Francois Jacques van der Westhuizen,** First Defendant, and **Sonja van der Westhuizen,** Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Transvaal Provincial Division), in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court, Heidelberg, at the Magistrate's Court, Begemann Street, Heidelberg, on Friday, 29 September 1995 at 09:00 of the undermentioned property of the Defendants subject to the conditions of sale which are available for inspection at the offices of the Sheriff of the Supreme Court, Heidelberg, at 40 Ueckermann Street, Heidelberg, and which will be read out prior to the sale:

Erf 1230, situated in the Township Rensburg, Registration Division IR, Transvaal, measuring 1 190 square metres, held by Virtue of Deed of Transfer T15943/94, known as 108 J. G. Strydom Street, Rensburg.

The following information is furnished with regard to improvements on the property although nothing in this respect is guaranteed:

Dwelling-house with tiled roof consisting of lounge, dining-room, family room, kitchen, three bedrooms, two bathrooms/ toilets and shower. Outbuildings consist of two garages and toilet.

Dated at Pretoria on this the 18th day of August 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 HA2662.)

Case 10562/95

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **Standard Bank,** Plaintiff, and **Andries Stephanus Lourens van Niekerk,** First Defendant, and **Christoffel Hendrik van Niekerk,** 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 19 September 1995 at 14:00 at NG Sinodale Centre, 234 Visagie Street, Pretoria:

Portion 3 of Erf 2759, situated in the Township Pretoria, Registration Division JR, Transvaal, measuring 701 (seven hundred and one) square metres.

One half share hold by First Defendant By Deed of Transfer T23606/93; and one half share held by Second Defendant by Deed of Transfer T6085/95, situated at 311 Jacob Mare Street, Berea Park, Pretoria.

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

Dweling-house with iron roof, consisting of three bedrooms, lounge, dining-room, family room, kitchen, bathroom and toilet. Cottage consisting of two bedrooms, lounge, study, shower and toilet. Two servants' rooms with two toilets and two store-rooms.

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 Central.

A. Holtzhausen, for MacRobert De Villiers Lunnon & Tindall Inc., 348 Standard Bank Centre, 291 Church Street, Pretoria. (Tel. 325-1501.) (Ref. L442615/ldw.)

Saak 6758/95

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **Mortgage Investment Corporation (Pty) Limited,** Eiser, en **Moshidica Marcus Tsima,** Eerste Verweerder, **Eva Tsima,** Tweede Verweerder

'n Openbare veiling sonder 'n reserwe prys sal deur die Balju, Ellisras, voor die Landdroshof, Ellisras, gehou op 19 September 1995 om 10:00, van die volgende eiendom:

Erf 583, Marapong-dorpsgebied, Registrasieafdeling LQ, Noordelike Provinsie, groot 520 vierkante meter, gehou deur Verweerders kragtens Akte van Transport TL68802/91. *Straatadres:* Erf 583, Marapong-dorpsgebied, distrik Ellisras.

Die volgende verbeterings is op die eiendom aangebring:

Enkelverdiepingsteenhuis bestaande uit drie slaapkamers, volledige badkamer, kombuis, sit/eetkamer, enkel motorhuis, erf is ten volle omhein met draad.

Die omvang en verbeterings word nie gewaarborg nie.

Die verkoopvoorwaardes lê ter insae by die Balju se kantore te Ellisras. Balju se telefoonnommer is (014) 763-3732.

Rooth & Wessels, Prokureur vir Eiser, Kerkplein 38, Pretoria. [Tel. (012) 325-2940.] (Verw. mnr. Brink/NL.)

Case 10891/95
PH 411

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited,** trading as United Bank, Plaintiff, and **Mangaliso Yul Ngema,** Defendant

In execution of a judgment of the above Honourable Court dated 19 May 1995 and writ of execution, the following property will be sold in execution on 21 September 1995 at 10:00, by the Sheriff of Johannesburg East, to the highest bidder:

Section 3, as shown and more fully described on Sectional Plan SS215/1993 in the scheme known as Masada Court in respect of the land and building or buildings situated at Bellevue East Township, and an undivided share in the common property in the scheme, apportioned to the said section in accordance with the participation quota as endorsed on the sad sectional plan.

Registration Division: Johannesburg Local Authority, measuring 115 (one hundred and fifteen) square metres, held by Deed of Transfer ST19711/1994, situated at Flat 3, Masada Court, 103 Yeo Street, Bellevue East, Johannesburg.

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

The property consists of lounge, dining-room, bedroom, bathroom, separate w.c. and kitchen.

Terms and conditions:

Terms: The purchase price shall be 10% (ten per cent) thereof on the day of the sale and the balance must be secured within 10 (ten) days from date of sale by means of a bank or building society guarantee.

Conditions: The full conditions of sale, which will be read out by the Sheriff of Johannesburg East prior to the sale, may be inspected at the offices of the Sheriff, Johannesburg East, 131 Marshall Street, Johannesburg.

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

A. Bierman, for Smit & Maritz, Attorneys for Plaintiff, First Floor, E.S.I.C. Building, 130 Commissioner Street, Johannesburg. (Ref. A. Bierman/cb/A 268.)

Case 01797/95
PH 411

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited,** trading as Allied Bank, Plaintiff, and **Brian Vikweni Sokutu,** First Defendant, and **Nomakhwezi Florence Sokutu,** Second Defendant

In execution of a judgment of the above Honourable Court dated 24 February 1995 and writ of execution, the following property will be sold in execution on 21 September 1995 at 10:00, by the Sheriff of Johannesburg East, to the highest bidder:

Erf: Portion 1 of Erf 475, Kensington Township, and Portion 1 of Erf 477, Kensington Township, Registration Division IR, Transvaal, measuring 248 (two hundred and forty-eight) square metres, held by Deed of Transfer T16013/1994, situated at 50 Kitchener Avenue, Kensington.

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

The property consits of entrance hall, lounge, dining-room, three bedrooms, bathroom/w.c./shower, kitchen and outbuildings consisting of garage, two servant's rooms and carport.

Terms and conditions:

Terms: The purchase price shall be 10% (ten per cent) thereof on the day of the sale and the balance must be secured within 10 (ten) days from date of sale by means of a bank or building society guarantee.

Conditions: The full conditions of sale, which will be read out by the Sheriff of Johannesburg East prior to the sale, may be inspected at the offices of the Sheriff, 131 Marshall Street, Johannesburg.

Signed at Johanesburg on this 1st day of August 1995.

A. Bierman, for Smit & Maritz, Attorneys for Plaintiff, First Floor, E.S.I.C. Building, 130 Commissioner Street, Johannesburg. (Ref. A. Bierman/cb/A 255.)

Saak 1396/94

IN DIE LANDDROSHOF VIR DIE DISTRIK ALBERTON GEHOU TE ALBERTON

In die saak tussen **NBS Bank Limited,** Eiser, en **I. Radebe,** Eerste Verweerder, en **D. L. Radebe,** Tweede Verweerder

Ten uitvoerlegging van 'n vonnis in die Landdroshof, Alberton, gedateer 16 Maart 1994 en 'n lasbrief vir eksekusie gedateer 10 Maart 1994, sal die volgende eiendom in eksekusie verkoop word sonder reserwe en aan die hoogste bieder op Woensdag, 20 September 1995 om 10:00, deur die Balju vir die Landdroshof te Johriahof, Du Plessisstraat, Alberton, naamlik:

Sekere Erf 275, Roodekop-dorpsgebied, Alberton, Registrasieafdeling IR, Transvaal, ook bekend as Antelopestraat 78, Roodekop, Alberton, groot 805 vierkante meter, gehou deur Isaac Radebe en Dikeledi Lilly Radebe, gehou onder Akte van Transport T32798/92.

Sonering: Residensieel.

Spesiale gebruiksvergunnings of vrystellings: Geen.

Die vonnisskuldenaar beskryf die verbeterings op die eiendom sonder om dit te waarborg as volg: *Hoofgebou:* Teëldak, siersteen mure, bestaande uit sitkamer, eetkamer, kombuis, drie slaapkamers, badkamer met stort en twee toilette. *Buitegeboue:* Enkelmotorhuis.

Terme en voorwaardes van verkoping:

1. *Terme:* Die koopprys is betaalbaar teen 10% (tien persent) ten tye van die verkoping en die onbetaalde balans plus rente teen 17,25% (sewentien komma twee vyf persent) per annum tot datum van betaling binne 30 (dertig) dae of gewaarborg deur 'n goedgekeurde bank- en/of bouverenigingwaarborg. Indien die Eiser die koper is, sal geen deposito betaal word nie.

2. *Voorwaardes:* Die volle voorwaardes van verkoping wat deur die Balju onmiddellik voor die verkoping uitgelees sal word, lê ter insae by die Kantoor van die Balju te Johria Hof, Du Plessisstraat, Alberton.

Gedateer te Alberton op hede die 11de dag van Augustus 1995.

Klopper Jonker Ing., Prokureurs vir Eiser, Eerste Verdieping, Terracegebou, Eaton Terrace, Alberton. (Tel. 907-9813.) (Verw. mnr. Ungerer/PP/N2343.)

Case 35419/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **NBS Bank Limited,** Plaintiff, and **Tau, Lawrence Tommy,** First Defendant, and **De Jager, Rosetta Claudia,** 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, 182 Leeuwpoort Street, Boksburg, on Friday, 22 September 1995 at 11:15, of the undermentioned property of the Defendants on the conditions to be read out by the Sheriff at the time of the sale and which conditions may be inspected at the offices of the Deputy Sheriff, 182 Leeuwpoort Street, Boksburg, prior to the sale:

Certain Portion 33, of Stand 82, Delmore Park Extension 1 Township, Registration Division IR, Transvaal, held by Lawrence Tommy Tau and Rosetta Claudia de Jager under Deed of Transfer T31397/94, known as 5 Princess Avenue, Delmore Park, Boksburg, measuring 348 suqare metres.

Zoning: Residential.

Special privileges or exemptions: None.

Improvements: The following information is furnished *re* the improvements though in this respect nothing is guaranteed: *Main building:* Uniter tiles and plastered walls consisting of lounge, dining-room, kitkchen, four bedrooms and two bathrooms. *Outbuildings:* Single garage, swimming-pool and paving.

Terms: 10% (ten per cent) of the purchase price in cash on the day of the sale, the balance payable against 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 calculated as follows: 5% (five per cent) of the proceed s of the sale up to a price of R20 000 and thereafter 3% (three per cent) up to a maximum fee of R6 000, minimum charges R200.

Should this sale be declared void and/or cancelled of whatsoever reason after the sale in execution then in such event neither the Sheriff nor the Execution Creditor and/or his representative shall be held responsible for any loss or damage that might occur from such cancellation.

Dated at Alberton on this the 11th day of August 1995.

Klopper Jonker Inc., Attorneys for the Plaintiff, First Floor, Terrace Building, 1 Eaton Terrace, Alberton, c/o Doces 216, 84 President Street, Johannesburg. (Tel. 907-9813.) (Ref. N2782/Mr Ungerer/PP.)

Saak 4611/94

IN DIE LANDDROSHOF VIR DIE DISTRIK WITBANK GEHOU TE WITBANK

In die saak tussen **Stadsraad van Witbank,** Eksekusieskuldeiser, en **Christoffel Johannes Moolman,** Eerste Eksekusieskuldenaar, **Gerhardus Jacobus Moolman,** Tweede Eksekusieskuldenaar, **Nicholaas Marthinus de la Rey de Wet Muller,** Derde Eksekusieskuldenaar, **Hester Catharina Viljoen Badenhorst,** vierde Eksekusieskuldenaar, en **Barry Lawrence Kraut N.O.,** Vyfde Eksekusieskuldenaar

Kennis geskied hiermee dat die ondergemelde eiendom na aanleiding van 'n verstekvonnis wat in bogemelde saak op 13 April 1995 toegestaan is, op 15 September 1995 om 10:00, te die Landdroskantoor, Delvillestraat, Witbank, in eksekusie verkoop sal word ooreenkomstig die verkoopvoorwaardes wat ter insae sal lê by die Landdroskantoor, Witbank, vir 'n tydperk van tien (10) dae voor die verkoping, te wete:

Sekere Erf 550, geleë in die dorpsgebied Clewer, distrik Witbank, Registrasieafdeling JS, Transvaal, groot 937 (nege drie sewe) vierkante meter, gehou kragtens Akte van Transport T4129/1965. *Straatadres:* Nie beskikbaar nie.

Die eiendom is as volg verbeter (nie gewaarborg): Nie beskikbaar nie.

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 2de dag van Augustus 1995.

Harvey Nortje Ingelyf, Prokureurs vir die Eiser, Smuts Park, hoek van Smutslaan en Northeystraat, Posbus 727, Witbank. (Verw. mnr. Venter/mev. Fourie.)

Saak 10808/95
PH 57

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Witwatersrandse Plaaslike Afdeling)

In die saak tuseen **Mortgage Investment Corporation (Pty) Ltd,** Eiser, en **Mogashoa Guy Maponoko,** Eerste Verweerder, en **Mogashoa Pinkie Martha Mokgadi,** Tweede Verweerder

Ter uitwinning van 'n vonnis van die Hooggeregshof van Suid-Afrika (Witwatersrandse Plaaslike Afdeling), in bogenoemde saak, sal 'n verkoping gehou word ter die kantore van die Balju vir die Hooggeregshof, Benoni, te Kempstonlaan 49, Benoni, op Donderdag, 21 September 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, Benoni, te Kempstonlaan 49, Benoni, voor die verkoping ter insae sal lê.

Erf 321, Crystal Park-dorpsgebied, Registrasieafdeling IR, die provinsie Gauteng, groot 900 (negehonderd) vierkante meter, gehou kragtens Titelakte T57789/93.

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- of bougenootskap- of ander aanneembare waarborg binne 30 (dertig) 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) tot 'n maksimum fooi van R6 000 (sesduisend rand). Minimum fooi R200 (twee honderd rand).

Gedateer te Johannesburg gedurende Augustus 1995.

C. van Wyk, vir Couzyn Hertzog & Horak JHB Ing., Eiser se Prokureurs, Eerste Verdieping, Ten Sixty Six, Pritchardstraat 35, Johannesburg; Posbus 2242, Johannesburg. (Tel. 832-1961.) (Verw. C. van Wyk/lp/W26.)

Case 10713/95

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Mauro Selmer Leite do Carmo,** First Defendant, and **Maria Conceicao do Carmo,** Second Defendant

Notice is hereby given that on 21 September 1995 at 10:00, the undermentioned property will be sold by public auction at the offices of the Sheriff, Benoni, 49 Kempston Avenue, Benoni, pursuant to a judgment in this matter granted by the above Honourable Court on 13 July 1995 namely:

Certain Portion 6 of Erf 3150, Northmead, Registration Division IR, the Province of Gauteng, situated at 42B 11th Avenue, Northmead, Benoni.

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

Detached single storey brick residence consisting of four bedrooms, bathroom, kitchen, dining-room, lounge and family room and outbuildings comprised of two carports, two garages and swimming-pool.

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

Dated at Boksburg on this the 10th day of August 1995.

Tuckers Inc., Second Floor, Permanent Building, 312 Commissioner Street, Boksburg. (Tel. 892-3400.) (Ref. Mrs L. Pinheiro/H05015.)

Saak 6165/94

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Witwatersrandse Plaaslike Afdeling)

In die saak tussen **ABSA Bank Beperk** (United Bank Divisie), Eiser, en **Meyer, Jacobus Nicolaas,** Eerste Verweerder

Ter uitwinning van 'n vonnis van die Hooggeregshof van Suid-Afrika (Witwatersrandse Plaaslike Afdeling), in bogenoemde saak, sal 'n verkoping sonder 'n reserweprys, die prys onderhewig aan die Eiser se goedkeuring, gehou word te die verkoopkamers van die Balju te Progressweg 182, Technikon, Roodepoort, op 22 September 1995 om 10:00, van die ondervermelde eiendom van die Verweerder op die voorwaardes wat deur die Venduafslaer gelees sal word ten tye van die verkoping en welke voorwaardes by die kantore van die Balju voor die verkoping ter insae sal lê:

Sekere Erf 939, Florida-dorpsgebied, Registrasieafdeling IQ, Transvaal, en ook bekend as Janetstraat 26, Florida, grootte 1 983 m^2 (een nege agt drie) vierkante meter.

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

Hoofgebou: Sitkamer, familiekamer, eetkamer, studeerkamer, twee badkamers, vier slaapkamers, gang en kombuis.

Buitegeboue: Enkel motorhuis, stoorkamer, swembad.

Konstruktueer: Baksteen met sinkdak.

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

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

Gedateer te Johannesburg op hede die 14de dag van Augustus 1995.

Rossouws Prokureurs, Eiser se Prokureurs, Negende Verdieping, Atkinsonhuis, Eloff- en Albertstraat, Posbus 1588, Johannesburg. (Tel. 334-2727.) (Verw. Rossouw/cw/04/A8195E.)

Case 1974/95

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **Nedcor Bank Ltd,** Plaintiff, and **Robert Glaus,** 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 Vereeniging on Thursday, 21 September 1995 at 10:00, 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 of sale to be read out by the auctioneer at the time of the sale:

Portion 91 (a portion of Portion 79), of the farm Bronkhorstfontein 329, Registration Division IQ, Province of the North-West, measuring 11,7949 hectares, held by Deed of Transfer T66671/1994, known as 91 Bronklaan, Bronkhorstfontein.

The following information is furnished, though in this regard nothing is guaranteed: A dwelling under tiled roof consisting of entrance hall, lounge, dining-room, family room, three bedrooms, bathroom, shower/toilet and kitchen. Outbuildings consisting of two carports and borehole.

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, Vereeniging within fourteen (14) days after the sale.

Conditions: The conditions of sale may be inspected at the offices of the Sheriff, Overvaal Building, 28 Kruger Avenue, Vereeniging.

Dated at Pretoria this 16th day of August 1995.

Savage Jooste & Adams Inc., Plaintiff's Attorney, Savage Jooste & Adams Inc., Savage Jooste & Adams Forum, 748 Church Street, Arcadia, Pretoria. (Ref. Mrs Kartoudes/jm/60625.)

Saak 4796/94

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN PRETORIA GEHOU TE PRETORIA

In die saak tussen **ABSA Bank Beperk,** handeldrywende as Trust Bank, Eiser, en **Lubbe Gert Christiaan Jacobus,** Identiteitsnommer 5008305023002, Verweerder

'n Openbare veiling sonder 'n reserweprys sal deur die Balju Wes te Kamer 603A, Sesde Verdieping, Olivettihuis, hoek van Schubart- en Pretoriusstraat, Pretoria, op 21 September 1995 om 10:00, volgens voorwaardes wat nou by die kantore van die Balju Wes te Kamer 607, Sesde Verdieping, Olivettihuis, hoek van Schubart- en Pretoriusstraat, Pretoria, ter insae lê en wat ten tye van die veiling voorgelees sal word, van die volgende eiendom:

Gedeelte 1 van Erf 1503, geleë in die dorpsgebied Capital Park, Pretoria, Registrasieafdeling JR, Transvaal, groot 1 031 (eenduisend een-en-dertig) vierkante meter, gehou kragtens Akte van Transport T57220/1986.

Hierdie eiendom is geleë te 195 Venterstraat, Capital Park, Pretoria.

Die volgende verbeterings is op die eiendom aangebring: Sitkamer, eetkamer, kombuis, vier slaapkamers, badkamer en toilet, badkamer toilet en stort.

Konstruksie: Mure baksteen, dak yster, plafon komposisie bord, vloer vinyl teëls en matte, warm water sisteem.

Buitegeboue: Enkel motorhuis, toilet en bediendekamer.

Geen waarborg omtrent die omvang van die eiendom en verbeterings daarop word gegee nie.

Terme:

1. Die eiendom word verkoop sonder reserweprys.

2. 'n Deposito van 10% (tien persent) van die koopprys is onmiddellik betaalbaar. Vir die restant van die koopprys moet waarborge gelewer word binne 14 dae aan die Balju.

3. Die koper betaal die Balju se kommissie.

4. Die eiendom word voetstoos verkoop.

Gedeateer te Pretoria op hierdie 15de dag van Augustus 1995.

E. J. J. Geyser, vir Rooth & Wessels, Tweede Verdieping, Eerste Nasionale Bankgebou, Kerkplein, Pretoria. (Tel. 325-2940.) (Verw. Geyser/mev. Mare/A1182.)

Case 10209/95
PH 561

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **First National Bank of Southern Africa Limited,** Plaintiff, and **Coetzee, Salomo Petrus,** Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without a reserve price, the price subject to the Plaintiff's approval, will be held at the sale rooms of the Sheriff of the Supreme Court, Vereeniging, at De Klerk, Vermaak & Partners Inc., Overvaal Building, 28 Kruger Avenue, Vereeniging, on 21 September 1995 at 10:00, of the undermentioned property of the Defendant on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection, prior to the sale, at the offices of the Sheriff:

Certain Erf 175, De Deur Estates Ltd Township, Registration Division IQ, Transvaal, measuring 3,9654 (three comma nine six five four) hectares held under Deed of Transfer T28505/1982, also known as 175 VAn der Merwe Road, De deur, Vereeniging, and consisting of the following: Lounge, family room, dining-room, study, kitchen, scullery, four bedrooms, two bathrooms, shower/w.c., two servants' quarters, three store rooms, two bore holes on property, NWC and septic tank.

Construction: Main house is a single storey, outbuildings attached and detached, walled exterior made up of bricks and plaster with paint, dry wall is good, high and low iron roof with timber type ceiling, internal wall made up of bricks and plaster with paint, floor covering consists of carpeting, tiles, tiles and novilon.

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

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

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

Tarica, Bowes & Turner, Plaintiff's Attorneys, Third Floor, Kelhof Building, 112 Pritchard Street, P.O. Box 10914, Johannesburg. (Tel. 336-7061.) (Ref. M. S. Bowes BD FI115.); C. H. Bowman, Sheriff of the Supeme Court, Overvaal Buidling, 28 Kruger Avenue, Vereeniging.

Saak 38589/95

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **ABSA Bank Beperk,** Eiser, en **Margaret Magdalene van der Merwe,** Verweerder

'n Eksekusieverkoping word gehou deur die Balju, Pretoria-Sentraal te NG Sinodalesentrum, Visagiestraat 234, Pretoria, op 19 September 1995 om 14:00 van:

'n Eenheid bestaande uit Deel 22, soos aangetoon en vollediger beskryf op Deelplan SS57/87, in die skema bekend as Henriana, ten opsigte van die grond en gebou of geboue geleë te Erf 673, Gezina-dorpsgebied, Plaaslike Bestuur, Stadsraad van Pretoria, van welke deel die vloeroppervlakte volgens voormelde deelplan 75 (vyf-en-sewentig) vierkante meter groot is; en 'n onverdeelde aandeel in die gemeenskaplike eiendom in die skema aan genoemde deel toegedeel in ooreenstemming met die deelnemingskwota van genoemde deel soos op genoemde deelplan aangeteken, gehou kragtens Akte van Transport ST18049/93, beter bekend as Henrianawoonstelle 22, Voortrekkerweg 668, Gezina.

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

Verbeterings: 'n Woonstel met baksteenmure, staaldak, volvloermatte en keramiekteëlvloere, bestaande uit 'n ingangsportaal, sitkamer, kombuis , een en 'n halwe slaapkamers en twee badkamers.

Die eiendom is gesoneer vir woondoeleindes.

Besigtig voorwaardes by Balju, Pretoria-Sentraal, Messcorhuis, Margarethastraat 30, Pretoria.

Tim Du Toit & Kie. Ing. (Tel. 320-6753.) (Verw. mej. Kriel.)

Case 16758/94
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 **Scholtz, Lucas Johannes,** First Execution Debtor, and **Scholtz, Sonette Marlene,** 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 22 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, Vanderbijl Park, prior to the sale:

Certain Erf 383, situated in the Township of Vanderbijlpark South West 1, Registration Division IQ, Transvaal, being 19 Chaucer Street, SW1, Vanderbijlpark, measuring 1 113 (one thousand one hundred and thirteen) square metres.

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

Terms: 10% (ten per centum) of the purchase price in cash on the day of sale, the balance payable against registration of transfer, to be secured by a bank 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 8th day of August 1995.

B. W. Webber, for Ramsay, Webber & Co., Plaintiff's Attorneys, Fifth Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/fp/S.573.)

Case 15977/95
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 **Khoza, Marks Fokana,** 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 22 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 13551, situated in the Township of kwaThema Extension 2, Registration Division IR, Transvaal, being 13551 kwaThema Extension 2, Springs, measuring 320 (three hundred and twenty) square metres.

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

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

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

Dated at Johannesburg this 8th day of August 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/K289.)

Case 16505/95
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 **Neely, Phillip Martin,** Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office, Roodepoort, on 22 September 1995 at 10:00, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the Sheriff for Roodepoort's Office, 182 Progress Road, Technicon, Roodepoort, prior to the sale:

Certain Erf 3571, situated in the Township of Weltevredenpark Extension 29, Registration Division IQ, Transvaal, being 795 Windsurf Street, Weltevredenpark Extension 29, Roodepoort, measuring 852 (eight hundred and fifty-two) square metres.

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

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

Auctioneer's chrges, 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 8th day of August 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/N364.)

Case 14601/94
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 **Mabota, Khotso Livingston,** 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, Dobsonville, on 22 September 1995 at 10:00, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the Sheriff for Dobsonville's Office, 182 Progress Road, Technicon, Roodepoort prior to the sale:

Certain Erf 753, situated in the Township of Dobsonville Gardens, Registration Division IQ, Transvaal, being 753 Cosmos Street, Dobsonville Gardens, Roodepoort, measuring 275 (two hundred and seventy-five) square metres.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: A detached single storey brick built residence with 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 7th day of August 1995.

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/avb/M868.)

Case 6962/93
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 **Mthembu, Velem Solom,** 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 22 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 Erf 14411, situated in the Township of kwaThema Extension 2, Registration Division IR, Transvaal, being 114411 Masebeni Street, kwaThema Extension 2, Springs, measuring 346 (three hundred and forty-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 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 7th day of August 1995.

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/avb/M571.)

Saak 1316/94

IN DIE LANDDROSHOF VIR DIE DISTRIK VEREENIGING GEHOU TE MEYERTON

In die saak tussen **Eerste Nasionale Bank,** Eiser, en **Pieter Jacobus van Schalkwyk,** Verweerder

Kragtens vonnis van die bogemelde Landdroshof gedateer 1 Junie 1995 en die daaropvolgende lasbrief vir eksekusie, word die volgende eiendom in eksekusie deur die Balju Landdroshof, Meyerton, te Lochstraat 51, Meyerton, op 28 September 1995 om 10:00, aan die hoogste bieder verkoop:

Gedeelte 2 van Erf 145, Meyerton.

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: Sitkamer, buitekamer, vier slaapkamers, een en 'n halwe badkamer, motorhuis, sinkdak en staalheining, geleë te Carvalhostraat 37, Meyerton.

Die volledige verkoopvoorwaardes sal bindend wees op die koper en kan gedurende kantoorure te die Balju Landdroshof, Meyerton, besigtig word.

Geteken te Meyerton op hierdie 7de dag van Augustus 1995.

McLoughlin Porter, Lochstraat 15D, Meyerton. (Verw. S. Allison/E246.)

Saak 1317/94

IN DIE LANDDROSHOF VIR DIE DISTRIK VEREENIGING GEHOU TE MEYERTON

In die saak tussen **Eerste Nasionale Bank,** Eiser, en **Pieter Jacobus van Schalkwyk,** Verweerder

Kragtens vonnis van die bogemelde Landdroshof, gedateer 24 Mei 1995 en die daaropvolgende lasbrief vir eksekusie, word die volgende eiendom in eksekusie deur die Balju Landdroshof, Meyerton, te Lochstraat 51, Meyerton, op 28 September 1995 om 10:00, aan die hoogste bieder verkoop:

Resterende gedeelte van Erf 145, Meyerton.

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: Eetkamer, sitkamer, vier slaapkamers, studeerkamer, TV kamer, drie motorhuise, twee en 'n halwe badkamers, teëldak, geboude steen omheining.

Geleë te Gallowaystraat 22, Meyerton.

Die volledige verkoopvoorwaardes sal bindend wees op die koper en kan gedurende kantoorure te die Balju, Landdroshof, Meyerton, besigtig word.

Geteken te Meyerton op hierdie 7de dag van September 1995.

McLoughlin Porter, Lochstraat 15D, Meyerton. (Verw. S. Allison/E245.)

Saak 834/95

IN DIE LANDDROSHOF VIR DIE DISTRIK VEREENIGING GEHOU TE MEYERTON

In die saak tussen **Eerste Nasionale Bank van SA Bpk.,** Eiser, en **W. J. van der Merwe,** Eerste Verweerder, en **S. J. van der Merwe,** Tweede Verweerder

Kragtens vonnis van die bogemelde Landdroshof, gedateer 7 Julie 1995 en die daaropvolgende lasbrief vir eksekusie, word die volgende eiendom in eksekusie deur die Balju, Landdroshof, Meyerton, te Lochstraat 51, Meyerton, op 28 September 1995 om 10:00, aan die hoogste bieder verkoop:

Gedeelte 9 ('n gedeelte van Gedeelte 3), Erf 70, Meyerton Kleinplasies.

Tien persent (10%) van die koopprys in 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: Sitkamer, eetkamer, drie slaapkamers, dubbelgeriewe, afdak, teëldak, beton omheining, dubbelmotorhuis, swembad en kroeg.

Geleë te Kiewietstraat 12, Meyerton Kleinplasies.

Die volledige verkoopvoorwaardes sal bindend wees op die koper en kan gedurende kantoorure te die Balju Landdroshof, Meyerton, besigtig word.

Geteken te Meyerton op hierdie 7de dag van Augustus 1995.

McLoughlin Porter, Lochstraat 15D, Meyerton. (Verw. S. Allison/E227.)

Case 14987/95

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Gerhardus Brits,** First Defendant, and **Maria Magdaleen Brits,** Second Defendant

Notice is hereby given that on 22 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 10 July 1995, namely:

Certain Erf 1067, Brakpan North Extension 3, Registration Division IR, Transvaal, the Province of Gauteng, situated at 12 De Villiers Street, Brakpan North Extension 3, 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, toilet, kitchen and lounge, and outbuildings comprise of two garages, two carports 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 14th day of August 1995.

Tuckers Inc., Second Floor, Permanent Building, 312 Commissioner Street, Boksburg. (Tel. 892-3400.) (Ref. Mrs L. Pinheiro/ H06033.)

Case 24236/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Amelia Grannum,** Defendant

Notice is hereby given that on 21 September 1995, at 10:00, the undermentioned property will be sold by public auction at the offices of the Sheriff, Benoni, 49 Kempston Avenue, Benoni, pursuant to a judgment in this matter granted by the above Honourable Court on 30 September 1994, namely:

Certain Erf 449, Crystal Park, Registration Division IR, the Province of Gauteng, situated at 12 Torque Street, Crystal Park, Benoni.

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

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

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

Tuckers Inc., Second Floor, Permanent Building, 312 Commissioner Street, Boksburg. (Tel. 892-3400.) (Ref. Mrs L. Pinheiro/H01729.)

Case 27766/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Shawn Mocke Venter,** First Defendant, and **Wilhelmina Susanna Venter,** Second Defendant

Notice is hereby given that on 21 September 1995 at 10:00, the undermentioned property will be sold by public auction at the offices of the Sheriff, Benoni, 49 Kempston Avenue, Benoni, pursuant to a judgment in this matter granted by the above Honourable Court, on 25 November 1994, namely:

Certain Erf 2118, Benoni, Registration Division IR, the Province of Gauteng, situated at 16 Seventh Avenue, Northmead, Benoni.

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

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

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

Tuckers Inc., Second Floor, Permanent Building, 312 Commissioner Street, Boksburg. (Tel. 892-3400.) (Ref. Mrs L. Pinheiro/H01829.)

Case 24232/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Amelia Grannum,** Defendant

Notice is hereby given that on 21 September 1995 at 10:00, the undermentioned property will be sold by public auction at the offices of the Sheriff, Benoni, 49 Kempston Avenue, Benoni, pursuant to a judgment in this matter granted by the above Honourable Court on 28 September 1994, namely:

Certain Erf 3183, Northmead, Registration Division IR, Province of Gauteng, situated at 59 12th Avenue, Northmead, Benoni.

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

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

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

Tuckers Inc., Second Floor, Permanent Building, 312 Commissioner Street, Boksburg. (Tel. 892-3400.) (Ref. Mrs L. Pinheiro/H01727.)

Case 13924/95

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Simon Richardson,** First Defendant and **Jacqueline Chalice Rawlins,** Second Defendant

Notice is hereby given that on 21 September 1995 at 10:00, the undermentioned property will be sold by public auction at the offices of the Sheriff, Benoni, 49 Kempston Avenue, Benoni, pursuant to a judgment in this matter granted by the above Honourable Court on 21 June 1995, namely:

Certain Erf 1210, Crystal Park Extension 1, Registration Division IR, the Province of Gauteng, situated at 1 Chemico Street, Crystal Park Extension 1, Benoni.

The following improvements (which are not warranted to be correct) exist on the property: Detached single storey brick residence consisting of three bedrooms, one and a half bathroom, kitchen, lounge and dining-room, and outbuildings comprises of garage and swimming-pool.

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

Dated at Boksburg on this the 11th day of August 1995.

Tuckers Inc., Second Floor, Permanent Building, 312 Commissioner Street Boksburg. (Tel. 892-3400.) (Ref. Mrs L. Pinheiro/ H06029.)

Saak 2646/95

IN THE HOOGGEREGSHOF VAN SUID-AFRIKA

(Witwatersrand Plaaslike Afdeling)

In die saak tussen **ABSA Bank Beperk,** Eiser, en **Alho, Manuel Fernandes,** Verweerder

Ter uitwinning van 'n vonnis van die Hooggeregshof van Suid-Afrika (Witwatersrand Plaaslike Afdeling) in bogenoemde saak, sal 'n verkoping sonder 'n reserweprys, die prys onderhewig aan die Eiser se goedkeuring, gehou word te die kantore van die Balju te Progressweg 182, Technikon, Roodepoort, op 22 September 1995 om 10:00, van die ondervermelde eiendom van die Verweerder op die voorwaardes wat deur die Venduafslaer gelees sal word ten tye van die verkoping en welke voorwaardes by die kantore van die Balju voor die verkoping ter insae sal lê:

Sekere Erf 484, Roodepoort-Noord-dorpsgebied, Registrasieafdeling IQ, Transvaal, en ook bekend as Vierdelaan 27, Roodepoort-Noord, groot 495m^2 (vier nege vyf vierkante meter).

Verbeteringe (Geen waarborg in verband hiermee word gegee nie) bestaan uit die volgende: *Hoofgebou:* Sitkamer, eetkamer, twee badkamers, drie slaapkamers, gang en kombuis. *Buitegeboue:* Geen, swembad. *Konstruktueer:* Baksteen met teël.

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

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

Gedateer te Johannesburg op hede die 14de dag van Augustus 1995.

Rossouws Prokureurs, Eiser se Prokureurs, Negende Verdieping, Atkinson Huis, hoek van Eloff- en Albertstraat, Posbus 1588, Johannesburg. (Tel. 334-2727.) (Verw. Rossouw/cw/04/A8297E.)

Case 24/95
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 **Matlanyane, Tumo Theodore,** First Execution Debtor, and **Phetoe, Maphala, 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 131 Marshall Street, Johannesburg, on 21 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 3049, situated in the Township of Protea Glen Extension 2, Registration Division IQ, Transvaal, being 3049 Protea Glen Extension 2, Soweto, Johannesburg, measuring 395 (three 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, 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 11th day of August 1995.

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/avb/M98.)

Case 15970/95
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 **Makhathini, Mbongeleni Prince Swazini,** First Execution Debtor, and **Makhathine, Octavia Thoko,** Second Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Sheriff's office, Springs, on 22 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, 56 12th Street, Springs, prior to the sale:

Certain, all right, title and interest in the leasehold in respect of Erf 14527, situated in the Township of kwaThema Extension 2, Registration Division IR, Transvaal, being 14527 kwaThema Extension 2, Springs, measuring 377 (three hundred and seventy-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, two bedrooms and bathroom.

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, 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 11th day of August 1995.

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/avb/M1170.)

Saak 36530/95

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **ABSA Bank Beperk,** Eiser, en **Regina Mmakosa Mokgathi,** Verweerder

'n Eksekusieverkoping word gehou deur die Balju, Pretoria-Noordoos, te NG Sinodalesentrum, Visagiestraat 234, Pretoria, op 19 September 1995 om 14:00 van:

Erf 1253, geleë in die dorpsgebied Silverton-uitbreiding, Registrasieafdeling JR, Transvaal, groot 905 vierkante meter, gehou kragtens Akte van Transport T24538/94 (beter bekend as Systestraat 949, Silverton).

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

Verbeterings: 'n Baksteenwoonhuis met sinkdak en volvloermatte, bestaande uit 'n sitkamer, gesinskamer, eetkamer, kombuis, drie slaapkamers en badkamer met bad en toilet. *Buitegeboue:* Motorhuis en twee motorafdakke.

Besigtig voorwaardes by Balju, Pretoria-Noordoos, Pretoriusstraat 1210, Hatfield.

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

Saak 8407/95

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

In die saak tussen **Saambou Bank Beperk,** Eiser, en **Mark Charles Barry,** Verweerder

Kennis word hiermee gegee dat ingevolge 'n uitspraak van die Hooggeregshof van Suid-Afrika (Transvaalse Provinsiale Afdeling), in bogemelde saak op 26 Mei 1995 en ter uitvoering van 'n lasbrief tot uitwinning sal die Balju, Pretoria Sentraal, op 19 September 1995 om 14:00 te Verkooplokaal, Sinodalesentrum, Visagiestraat 234, Pretoria, verkoop:

Sekere Deel 101, soos getoon en vollediger beskryf op Deelplan SS160/86, in die skema bekend as Edenrus, beter bekend as Edenruswoonstelle 406, Hamiltonstraat 119, Arcadia, groot 83 (drie-en-tagtig) vierkante meter.

Sonering: Woonstel.

Die eiendom is verbeter en bestaan uit 'n woonstel bestaande uit sitkamer, kombuis, slaapkamer, badkamer/wk en 'n toe balkon.

Die koper moet 'n deposito van 10% (tien persent) van die koopprys, Balju se fooie, enige statuêre 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 Margarethastraat 30, Riverdale.

Dyason, Prokureurs vir Eiser, Dyason, Leopont, Kerkstraat-Oos 451, Pretoria. (Tel. 322-8600.) [Verw. T. du Plessis/AN (FF 0453).]

Saak 1437/95

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

In die saak tussen **Van den Berg Nel & Langeveldt,** Eiser, en **Cornelia Wilhelmina Smit,** Verweerder

Ingevolge uitspraak in die Hooggeregshof van Suid-Afrika (Transvaalse Provinsiale Afdeling) en lasbrief vir eksekusie tot geregtelike verkoping gedateer 31 Julie 1995 sal die ondervermelde onroerende eiendom op 20 September 1995 om 10:00 te die Balju se kantoor, Caledonstraat 17, Standerton, aan die hoogste bieder geregtelik verkoop word, naamlik:

Gedeelte 1 van Erf 151, geleë in die dorpsgebied Meyerville, Registrasieafdeling HS, Provinsie Oos-Transvaal, woonhuis met sinkdak bestaande uit TV-kamer, sitkamer, kombuis, drie slaapkamers, badkamer, motorhuis met buitekamer en toilet en omhein met mure.

Die verkoopvoorwaardes lê ter insae by die Balju te Caledonstraat 17, Standerton. Die basiese verkoopvoorwaardes is kortliks die volgende:

1. 10% (tien persent) van die koopprys in kontant op die dag van verkoping.

2. Die balans van die koopprys teen registrasie van transport en gewaarborg staan te word binne 30 (dertig) dae na datum van verkoping.

3. Besit en okkupasie sal aan die koper verleen word 30 (dertig) dae na betaling van die deposito of by betaling van die volle koopsom, welke gebeurtenis ookal eerste mag plaasvind.

Geteken te Standerton op hede die 8ste dag van Augustus 1995.

H. J. Langeveldt, vir V. d. Berg Nel & Langeveldt, Ing. Samuel Seigel, Berlanekamers, Andries Pretoriusstraat 16, Posbus 73, Standerton. (Verw. HJL/CN.)

Saak 7416/92

IN DIE LANDDROSHOF VIR DIE DISTRIK ALBERTON GEHOU TE ALBERTON

In die saak tussen **NBS Bank Limited,** Eiser, en **S. P. Motsoeneng,** Verweerder

Ten uitvoering van 'n vonnis in die Landdroshof, Alberton, gedateer 29 September 1992 en 'n lasbrief vir eksekusie, gedateer 14 Julie 1995, sal die volgende eiendom in eksekusie verkoop word sonder reserwe en aan die hoogste bieder op Woensdag, 20 September 1995 om 10:00, deur die Balju vir die Landdroshof te Johriahof, Du Plessisstraat, Alberton, naamlik:

Sekere Erf 522, Roodekop-dorpsgebied, Registrasieafdeling IR, Transvaal, ook bekend as Nederveen Highway 194, Roodekop, groot 805 vierkante meter, gehou deur S. P. Motsoeneng, onder Akte van Transport TL51494/91.

Sonering: Residensieël.

Spesiale gebruiksvoorwaardes of vrystellings: Geen.

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

Hoofgebou: Gepleisterde mure met teëldak bestaande uit sitkamer, eetkamer, kombuis, drie slaapkamers en badkamer.

Buitegeboue: Enkelmotorhuis met toilet.

Terme en voorwaardes van verkoping:

1. *Terme:* Die koopprys is betaalbaar teen 10% (tien persent) ten tye van die verkoping en die onbetaalde balans plus rente teen 20% (twintig persent) per annum, tot datum van betaling binne 30 (dertig) dae of gewaarborg deur 'n goedgekeurde bank- en/of bouverenigingwaarborg. Indien die Eiser die koper is, sal geen deposito betaal word nie.

2. *Voorwaardes:* Die volle voorwaardes van verkoping wat deur die Balju onmiddellik voor die verkoping uitgelees sal word, lê ter insae by die kantoor van die Balju te Johriahof, Du Plessisstraat, Alberton.

Gedateer te Alberton op hede die 11de dag van Augustus 1995.

Klopper Jonker Ingelyf, Prokureurs vir die Eiser, Eerste Verdieping, Terracegebou, Eaton Terrace 1, Alberton. (Tel. 907-9813.) (Verw. N95/E. Ungerer/PP.)

Saak 5605/93

IN DIE LANDDROSHOF VIR DIE DISTRIK WITBANK GEHOU TE WITBANK

In die saak tussen **Die Stadsraad van Witbank,** Eksekusieskuldeiser, en **J. S. A. Bekker,** Eerste Eksekusieskuldenaar, en **S. C. E. Bekker,** Tweede Eksekusieskuldenaar

Kennis geskied hiermee dat die ondergemelde eiendom na aanleiding van 'n verstekvonnis wat in bogemelde saak op 14 Februarie 1994 toegestaan is, op 15 September 1995 om 10:00, te Landdroskantoor, Delvillestraat, Witbank, in eksekusie verkoop sal word ooreenkomstig die verkoopvoorwaardes wat ter insae sal lê by die Landdroskantoor, Witbank, vir 'n tydperk van tien (10) dae voor die verkoping, te wete:

Sekere Erf 2663, geleë in die dorpsgebied Uitbreiding 16, Witbank, Registrasieafdeling JS, Transvaal, groot 1 276 (een twee sewe ses) vierkante meter, gehou kragtens Akte van Transport 40304/1991.

Straatadres: Odendaallaan 16, Uitbreiding 16, Witbank.

Die eiendom is as volg verbeter (nie gewaarborg):

Die verkoping is onderhewig aan die volgende vernaamste voorwaardes:

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

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

3. Die eiendom word voetstoots verkoop.

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

Geteken te Witbank op hierdie 3de dag van Augustus 1995.

Harvey Nortje Ing., Prokureurs vir die Eiser, Smuts Park, hoek van Smutslaan en Northeystraat, Posbus 727, Witbank. (Verw. mnr. Venter/mev. Fourie.)

Case 17880/94

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

In the matter between **ABSA Bank Limited** (United Bank Division), Plaintiff, and **Mokoena, Jeminah Lydia,** Defendant

In execution of 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, Heidelberg in front of the Magistrate's Court, Begemann Street, Heidelberg, on 15 September 1995 at 09:00, of the undermentioned property of the Defendants on the conditions to be read out by the Sheriff at the time of the sale and which conditions may be inspected at the offices of the Deputy Sheriff, Heidelberg, prior to the sale:

Certain Erf 2887, Ratanda Township, Registration Division IR, Transvaal, situated at 2887 Nkitsing Street, Ratanda, Heidelberg, measuring 150 (one hundred and fifty) 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, kitchen, three bedrooms, and bathroom with w.c.

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

Dated at Johannesburg on the 2nd day of August 1995.

Hammond Pole & Dixon, c/o Mark Yammin, Hammond & Partners, Seventh Floor, Bedford Centre, Bedford Gardens, Bedfordview. (Tel. 917-4631.) [Ref. Mrs Whitson/U00230 (UB230).]

Saak 49196/94

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **ABSA Bank Beperk,** Eiser, en **Uwe Frey,** Eerste Verweerder, en **Petronella Frey,** Tweede Verweerder

'n Eksekusieverkoping word gehou deur die Balju, Pretoria-Sentraal te NG Sinodalesentrum, Visagiestraat 234, Pretoria, op 19 September 1995 om 14:00, van:

'n Eenheid bestaande uit Deel 4, soos getoon en meer volledig beskryf op Deelplan SS15/89 in die skema bekend as Tricarrel ten opsigte van die grond en gebou of geboue geleë te Erf 1389, in die dorp Sunnyside, plaaslike bestuur Stadsraad van Pretoria, waarvan die deel se vloeroppervlakte volgens die genoemde deelplan 83 (drie-en-tagtig) 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 ST61732/93, beter bekend as Tricarrelwoonstelle 118, Jorissenstraat 170, Sunnyside.

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

Verbeterings: 'n Woonstel met baksteenmure, betondak, volvloermatte en teëlvloere, bestaande uit 'n sitkamer, eetkamer, kombuis, twee en 'n halwe slaapkamers, badkamer en toilet.

Besigtig voorwaardes by Balju Pretoria-Sentraal, Messcorhuis, Margarethastraat 30, Pretoria.

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

Case 9355/95
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 **Vorster, John Stephen,** First Execution Debtor, and **Vorster, Jamima Terese,** Second Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwaterstrand Local Division), in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office, Springs, on 22 September 1995 at 11:00 of the undermentioned property of the Defendant on the conditions which will lie for inspection at the officers of the Sheriff, Springs, 56 12th Street, Springs, prior to the sale:

Certain Erf 191, situated in the Township of Casseldale, Registration Division IR, Transvaal, being 16 Victoria Street, Casseldale, Springs, measuring 1 115 (one thousand one hundred and fifteen) square metres.

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

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

Terms: 10% (ten per centum) of the purchase price in cash on the day of sale, the balance payable against registration of transfer, to be secured by a bank or building society or other acceptable guarantee to be furnished within 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 thouand 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 31st 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/bt/V.138.)

Saak 11448/95

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Witwatersrandse Plaaslike Afdeling)

In die saak tussen **Eerste Nasionale Bank van S.A. Beperk,** Eiser, en **Mukhwa, Nthambeleni James,** Verweerder

Ter uitwinning van 'n vonnis van die Hooggeregshof van Suid-Afrika (Witwatersrandse Plaaslike Afdeling) in bogemelde saak, sal 'n verkoping sonder 'n resserweprys gehou word te Die Balju, Marshallstraat 131, Johannesburg, op 28 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 Johannesburg voor die verkoping ter insae sal lê:

Sekere Erf 844, Protra Glen-dorpsgebied, Registrasieafdeling IQ, Transvaal, groot 216 (twee een ses) vierkante meter.

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

Woonhuis bestaande uit sitkamer, kombuis, drie slaapkamers, badkamer en 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 (twintig duisend rand) en daarna 3% (drie persent) tot 'n maksimum bedrag van R6 000 (sesduisend rand), en 'n minimum heffing van R200 (tweehonderd rand).

Gedateer te Johannesburg op hierdie 1ste dag van Augustus 1995.

Van Wyk de Vries, Eiser se Prokureurs, 42ste Verdieping, Carltonsentrum, Johannesburg. (Tel. 331-9128.) (Verw. M. Postma/ap M23649.)

Case 7179/95
PH 482

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **First National Bank of South Africa Limited,** Plaintiff/Execution Creditor, and **Naude, David Sarel,** First Defendant/Execution Debtor, and **Naude, Denise Ethel Dorothy,** Second Defendant/Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) a sale without reserve will be held by the Sheriff of the Supreme Court for the District of Alberton, at First Floor, Terrace Building, 1 Eaton Terrace Street, New Redruth, Alberton, on Tuesday, 19 September 1995 at 10:00, of the undermentined property of the Defendants on and subject to the conditions to be inspected at the offices of the said Sheriff:

The property is Erf 536, Brackendowns Township, Registration Division IR, Transvaal, measuring 1 000 square metres and held under Deed of Transfer T25071/1980, situated at 18 Waboom Street, Brackendowns, Alberton.

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

Single-storey dwelling with tiled roof, internal and external brick walls that are plastered and painted, three bedrooms, lounge, kitchen, bathroom, two w.c.'s, family room, dining-room, study, shower and two carports.

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.

Auctioneers 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 on this the 4th day of August 1995.

Max Cohen, Plaintiff's Attorney, 410 Delbree House, 300 Bree Street, Johannesburg, 2001; P.O. Box 4184, Johannesburg, 2000. (Dx 257 JHB.) (Fax No. 336-0274.) (Tel. 333-0046.) (Ref. Peter Sapire/Clinton Lewis/F272.)

Case 6139/91

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

In the matter between **First National Bank S.A. Ltd,** Plaintiff, and **Mr P. Geyser,** Defendant

Be pleased to take notice that in pursuance of a judgment granted in the above action on 5 November 1993, the undermentioned immovable property of the Defendant will be sold in execution, without a reserve price, by the Sheriff on 19 September 1995 at 14:00:

Portion 1 of Erf 59, situated in the Township of Hatfield, Registration Division JR, Transvaal, measuring 1 276 square metres, held by virtue of Deed of Transfer T44112/1985 (the property is better known as 1053 Pretorius Street, Hatfield).

Place of sale: The sale will take place at the offices of the Sheriff, Pretoria Central, NG Sinodal Centre, 234 Visagie Street, Pretoria.

Improvements: The property has been improved with a dwelling under an iron roof, no guarantee is given in this regard, and consists of four bedrooms, two full bathrooms and seperate toilet, kitchen, lounge, dining-room, study, entrance hall and pantry. Outbuildings consisting of two garages and two servants' quarters.

Conditions of sale: The conditions of sale will lie for inspection at the offices of the Sheriff, at the above address, where it may be inspected during normal office hours.

Dated at Pretoria on this the 7th day of August 1995.

G. van den Burg, for Rorich Wolmarans & Luderitz Inc., Ons Eerste Volksbank Building, 32 Church Square, Mutual Lane, Pretoria. (Tel. 325-3933.) (Ref. Mrs Uys/RS/QD1672.)

Saak 15413/93

IN DIE LANDDROSHOF VIR DIE DISTRIK KLERKSDORP GEHOU TE KLERKSDORP

In die saak tussen **NBS Bank Beperk** (No. 87/01384/06), Eiser, en **H. L. Jansen van Vuuren,** Verweerder

Ooreenkomstig 'n vonnis van die Landdros in bogemelde Agbare Hof en 'n lasbrief tot uitwinning, sal die ondergenoemde eiendom as 'n eenheid op Vrydag, 6 Oktober 1995 om 10:00, voor die Baljukantore, geleë te Leaskstraat 23, Klerksdorp, vir die distrik Klerksdorp, per publieke veiling verkoop word:

Erf 95, geleë in die dorp Boetrand, Registrasieafdeling IP, Transvaal, groot 496 (vierhonderd ses-en-negentig) vierkante meter, gehou kragtens Akte van Transport T33906/1983.

Die eiendom is geleë te Letabastraat 15, Boetrand, Klerksdorp, Transvaal.

Verbeterings (ten opsigte waarvan egter geen waarborg gegee word nie): Bestaande uit enkelverdiepingwoonhuis met 'n teëldak. *Vloere:* Volvloermatte met teëls, drie slaapkamers, sitkamer, eetkamer, kombuis, badkamer, aparte toilet, bediende toilet, enkelmotorhuis, betonmure, boorgat met pomp en plaveisel.

Die wesentlike voorwaardes van verkoop is:

1. Voetstoots en sonder reserwe.
2. Deposito van 10% (tien persent) kontant by toeslaan van bod. Waarborg vir balans binne 14 (veertien) dae na veiling.
3. Besit en okkupasie teen betaling van die deposito en kostes.
4. Verdere voorwaardes by Balju ter insae.
5. Koper betaal BTW op alle belasbare lewerings.

Gedateer te Klerksdorp op hierdie 3de dag van Augustus 1995.

J. H. Coetzee, vir Kantor Du Toit & Coetzee, Eerste Verdieping, NBS Gebou, Boomstraat, Klerksdorp, 2570. (Verw. mev. Kleyn/N208.)

Case 10246/95

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **Standard Bank of South Africa,** Plaintiff, and **Duncan Roger Vince,** 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 19 September 1995 at 14:00, at NG Sinodal Centre, 234 Visagie Street, Pretoria:

Section 2, as shown and more fully described on Sectional Plan SS108/81, in the scheme known as Zelinbahof, in respect of the land and building or buildings situated at Portion 1, of Erf 280, Arcadia Township, in the area of the Pretoria Local Authority, measuring 38 (thirty-eight) square metres, held by the Defendant under Deed of Transfer ST359/94, situated at 102 Zelinbahof, 618 Schoeman Street, Arcadia.

The following information is furnished, though in this respect nothing is guaranteed: One bedroomed flat, with lounge, kitchen, bathroom and toilet.

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

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

A. Holtzhausen, for MacRobert De Villiers Lunnon & Tindall Inc., 348 Standard Bank Centre, 291 Church Street, Pretoria. (Ref. L435897/ldw.)

Case 17326/92
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 **Schoeman, Amelia Sheliane,** Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office, Roodepoort, on 22 September 1995 at 10:00, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the Sheriff for Roodepoort's Office, 182 Progress Road, Technicon, Roodepoort, prior to the sale:

Certain Erf 307, situated in the Township of Davidsonville Extension 1, Registration Division IQ, Transvaal, being 17 Schricker Street, Davidsonville Extension 1, Roodepoort, measuring 496 (four hundred and ninety-six) square metres.

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

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

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

Dated at Johannesburg this 4th day of August 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/S189.)

Case 12087/95
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 **Maltez, Mario Damiao,** Execution Debtor

In execution of a judgmment 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 22 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 952, situated in the Township of Selection Park, Registration Division IR, Transvaal, being 56 Pridgeon Street, Selection Park, Springs, measuring 994 (nine 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 iron roof, comprising kitchen, lounge/dining-room, study, laundry, three bedrooms, bathroom with outbuildings with similar construction comprising of garage, servant's room, shower and toilet.

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

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

Dated at Johannesburg this 4th day of August 1995.

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/avb/M743.)

Case 15969/95
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 **Mtsweni, Ncane Girlie,** 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 22 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 13324, situated in the Township of kwaThema Extension 2, Registration Division IR, Transvaal, being 13324 kwaThema Extension 2, Springs, measuring 350 (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 asbestos roof, comprising kitchen, lounge/dining-room, two bedrooms and bathroom.

Terms: 10% (ten per centum) of the purchase price in cash on the day of sale, the balance payable against registration of transfer, to be secured by a bank 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 11th day of August 1995.

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/avb/M1169.)

Case 10565/95
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 **Verco, Gregory 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 28 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 Section 7, as shown and more fully described on Sectional Plan SS74/1983, in the scheme known as Mont Webb, situated in the Township of Yeoville, being Flat 8, Mont Webb, 52 Webb Street, Yeoville, Johannesburg.

An undivided share in the common property in the land and building or buildings as shown and more fully described on the said sectional plan apportioned to the said section in accordance with the participation quota of the said section, measuring 73 (seventy-three) 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, bedrooms, bathroom with outbuildings with similar construction comprising of parking bay, servant's room. The common property comprising of two servants' rooms, kitchen, parking bays.

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 15th day of August 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/V.139.)

Case 11451/95
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 **Nakedi, Piet Joseph,** 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 22 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, Vanderbijl Park, prior to the sale:

Certain all right, title and interest in the leasehold in respect of Site 1494, situated in the Township of Evaton North, Registration Division IQ, Transvaal, being 1494, corner of Mkhize and Moagi Streets, Evaton North, measuring 308 (three hundred and eight) square metres.

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

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

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

Dated at Johannesburg this 15th day of August 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/N.350.)

Case 5645/95
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 **Lythgoe, David,** First Execution Debtor, and **Lythgoe, Carol Marie,** Second Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office, Roodepoort, on 22 September 1995 at 10:00, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the Sheriff for Roodepoort's Office, 182 Progress Road, Technicon, Roodepoort, prior to the sale:

Certain Erf 228, situated in the Township of Wilgeheuwel Extension 3, Registration Division IQ, Transvaal, being 1122 Lepton Turn, Wilgeheuwel Extension 3, Roodepoort, measuring 843 (eight hundred and forty-three) square metres.

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

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

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

Dated at Johannesburg this 15th day of August 1995.

B. W. Webber, for Ramsay, Webber & Co., Plaintiff's Attorneys, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/fp/L300.)

Case 11034/95
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 **Thompson, Dudley Wilfred,** 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 28 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 West, 32 Von Brandis Street, Johannesburg, prior to the sale:

Certain Erf 751, situated in the Township of Bosmont, Registration Division IQ, Transvaal, being 55 Hexrivierberg Street, Bosmont, Johannesburg, measuring 496 (four hundred and ninety-six) square metres.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: A detached single storey brick built residence with tiled roof, comprising kitchen, lounge/dining-room, three 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 15th day of August 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/T.219.)

Case 33644/94
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 **Swartz, Deon 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, Randburg, on 26 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, Randburg, Elna Randhof, corner of Selkirk and Blairgowrie Drives, Randburg, prior to the sale:

Certain Section 9, as shown and more fully described on Sectional Plan SS27/1976 in the scheme known as Villa Del Lago, in respect of the land and building or buildings situated at Windsor Township, Local Authority of Randburg, of which the floor area, according to the said sectional plan, is 100 (one hundred) square metes 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 9 Villa Del Lago, 1126 Kings Street, Windsor, measuring 100 (one hundred) square metres.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: A duplex flat with comprising kitchen, lounge/dining-room, two bedrooms, 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 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 15th day of August 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/S617.)

Case 15856/92
PH 388

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

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Chavoos, Moosa,** Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of the Sheriff of the Supreme Court, 182 Progress Road, Technikon, Roodepoort, on Friday, 22 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 Portion 13 of Erf 461 (Reserve), Maraisburg Township, Registration Division IQ, Transvaal, area 1 118 (one thousand one hundred and eighteen) square metres, situation 18 Sixth Street, Maraisburg, Roodepoort.

Improvements (not guaranteed): A house under tiled roof consisting of three bedrooms, bathroom, kitchen, lounge, garage, store room, servants' quarters with precast walls around property.

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

Dated at Johannesburg on the 16th day of August 1995.

F. R. J. Jansen, for Jansen & Potter, Plaintiff's Attorneys, 25th Floor, Carlton Centre, Commissioner Street, Johannesburg. (Tel. 331-8535.) (Ref. ForeclosuresZ712.)

Case 15913/95
PH 388

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

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Feinstein, Sean Benjamin,** First Defendant, and **Feinstein, Georgina Michelle,** Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of the Sheriff of the Supreme Court, 182 Progress Road, Technikon, Roodepoort, on Friday, 22 September 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 5, of Erf 351, Radiokop Extension 10 Township, Registration Division IQ, Province of Pretoria-Witwatersrand-Vereeniging, area 550 (five hundred and fifty) square metres, situation Portion 5 of Erf 351, Radiokop Extension 10.

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

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

Dated at Johannesburg on the 16th day of August 1995.

F. R. J. Jansen, for Jansen & Potter, Plaintiff's Attorneys, 25th Floor, Carlton Centre, Commissioner Street, Johannesburg. (Tel. 331-8535.) (Ref. ForeclosuresZ626.)

Case 9297/94

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

In the matter between **First National Bank of S.A Ltd** (Reg. No. 05/01225/06), Plaintiff, and
Hermanus Rothnie van Schalkwyk, First Defendant and **Janice Sylvia van Schalkwyk,** Second Defendant

In pursuance of a judgment in the Court for the Magistrate of Boksburg on 23 September 1994 and writ of execution issued pursuant thereto the property listed hereunder will be sold in execution on 29 September 1995 at 11:15, at the office of the Sheriff, 182 Leeuwpoort Street, Boksburg, to the highest bidder:

Certain Erf 229, Delmore Park Extension 2 Township, situated on 229 Geelbek Street, Delmore Park Extension 2, in the Township of Delmore Park Extension 2, District of Boksburg, measuring 350 (three hundred and fifty) square metres.

The following improvements are reported to be on the property, but nothing is guaranteed: Building built of brick and plaster, tiled roof, comprising lounge, dining-room, kitchen, three bedrooms, 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 Court, Boksburg.

Dated at Boksburg on this the 15 August 1995.

Hammond Pole & Dixon Inc., Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 917-4631.) (Ref. B1108F/Mrs West.)

Saak 17903/93

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

In die saak tussen **G. du Toit,** Eiser, en **P. Cothill,** Verweerder

Ingevolge 'n vonnis toegestaan in die Hof vir die Landdroshof van Kempton Park en 'n lasbrief vir eksekusie gedateer 6 Junie 1995, word die eiendom hieronder uiteengesit in eksekusie verkoop op Donderdag, 28 September 1995 om 10:00, by die Baljukantore, Parkstraat 8, Kempton Park, aan die hoogste bieder:

Sekere Erf 619, Rhodesfield-dorpsgebied, Registrasieafdeling IR, Transvaal, in die distrik Kempton Park, groot 1 983 (eenduisend negehonderd drie-en-tagtig) vierkante meter.

Die volgende verbeterings op die eiendom word aangekondig maar geen waarborg in verband daarmee word verskaf nie: Woonhuis gebou van bakstene, teëldak, bestaande uit sitkamer, twee toilette, familie/TV kamer, twee badkamers, drie slaapkamers, kombuis, eetkamer, motorhuis afdak en swembad.

Die eiendom is omhein met twee steen en twee beton mure.

Voorwaardes van verkoping:

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

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

Gedateer te Kempton Park op hierdie 8ste dag van Augustus 1995.

J. H. Badenhorst-Schnetler, vir Badenhorst-Schnetler Ing., Eerste Verdieping, Hees van Loggerenberggebou, Longstraat 23, Kempton Park. (Verw. DR/VC/D311/CCA059.)

Case 17756/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Nglish Isaac Sithole,** First Defendant, and **Mokgadi Elizabeth Sithole,** Second Defendant

A sale in execution of the undermentioned property is to be held without reserve at Magistrate's Court, Landdros Mare Street, Pietersburg, on Friday, 6 October 1995 at 10:00:

Full conditions of sale can be inspected at the Sheriff, Pietersburg, 56A Bok Street, Pietersburg, and will be read out prior to the sale.

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

Property: Erf 3869, in the Town Pietersburg Extension 11, Registration Division LS, Transvaal, known as 94 MacDonald Street, Flora Park, Pietersburg.

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

Hack Stupel & Ross, Attorneys for the Plaintiff, P.O. Box 2000, Pretoria. [Tel. (012) 325-4185.] (Ref. B. du Plooy/LVDM/GT 1873.)

Case 5558/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Gordon Patrick Fermor,** Defendant

A sale in execution of the undermentioned property is to be held without reserve in front of the Magistrate's Court, President Kruger Street, Middelburg, on Friday, 29 September 1995 at 10:00:

Full conditions of sale can be inspected at the Sheriff Middelburg, Auxilium Building, 4a Eksteen Street, Middelburg, and will be read out prior to the sale.

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

Property: Erf 1623, Middelburg Extension 4 Township, Registration Division JS, Transvaal, known as 28 Hendrik Potgieter Street, Middelburg Extension 4.

Improvements: Three bedrooms, two bathrooms, kitchen, lounge, dining-room, family room and three garages.

Hack Stupel & Ross, Attorneys for the Plaintiff, P.O. Box 2000, Pretoria. [Tel. (012) 325-4185.] (Ref. B. du Plooy/LVDM/GT 1374.)

Case 15725/95
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 **Rosser, Alun Simon,** First Execution Debtor, and **De Goede, Zelna,** Second Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office, Roodepoort, on 22 September 1995 at 10:00, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the Sheriff for Roodepoort's Office, 182 Progress Road, Technicon, Roodepoort, prior to the sale:

Certain: Erf 485, situated in the Township of Groblerpark Extension 9, Registration Division IQ, Transvaal; being 669, Longfellow Crescent, Groblerpark Extension 9, Roodepoort, measuring 693 (six hundred and ninety-three) square metres.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: A detached single storey brick built residence with tiled roof, comprising kitchen, lounge/dining-room, entrance hall, study, separate toilet and shower, two bedrooms, bathroom with outbuildings with similar construction comprising of three garages and swimming-pool.

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

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

Dated at Johannesburg this 16th day of August 1995.

B. W. Webber, for Ramsay, Webber & Company, Plaintiff's Attorneys, Fifth Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/bt/R.267.)

Case 7334/95
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, Dingaani Aaron,** 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 22 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: Erf 15148, situated in the Township of Tsakane Extension 5, Registration Division IR, Transvaal, being 15148 Tsakane Extension 5, Brakpan, measuring 330 (three hundred and thirty) square metres.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: A detached single storey brick built residence with tiled roof, comprising kitchen, lounge/dining-room, 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 16th day of August 1995.

Ramsay, Webber & Company, Plaintiff's Attorneys, Fifth Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/avb/M1080.)

Case 9095/95
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 **Mthimunye, Daniel Jabulani,** 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 22 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 13620, situated in the Township of kwaThema Extension 2, Registration Division IR, Transvaal, being 13620 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, 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 16th day of August 1995.

Ramsay, Webber & Company, Plaintiff's Attorneys, Fifth Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/avb/M1106.)

Case 6119/95
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 **Moloi, Andrew,** 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 29 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 17914, situated in the Township of Vosloorus Extension 25, Registration Division IR, Transvaal, being 17914 Vosloorus Extension 25, Boksburg, measuring 260 (two hundred and sixty) square metres.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: A detached single storey brick built residence with tiled roof, comprising kitchen, lounge/dining-room, 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 16th day of August 1995.

Ramsay, Webber & Company, Plaintiff's Attorneys, Fifth Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/avb/M1054.)

Case 15635/95
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 **Maluleka, Joe Mkhatshana,** First Execution Debtor, and **Maluleka, Rebecca,** 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 28 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, Soweto West, 32 Von Brandis Street, Johannesburg, prior to the sale:

Certain: Erf 2176, situated in the Township of Protea Glen Extension 1, Registration Division IQ, Transvaal, being 2176 Protea Glen Extension 1, Soweto, Johannesburg, measuring 397 (three hundred and ninety-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, 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 16th day of August 1995.

Ramsay, Webber & Company, Plaintiff's Attorneys, Fifth Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/avb/M1161.)

Case 7973/95
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 **Mokoena, Mahlomola David,** 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 26 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 3528, situated in the Township of Moleleki Extension 1, Registration Division IR, Transvaal, being 3528 Moleleki Extension 1, Katlehong, Germiston, measuring 220 (two hundred and twenty) square metres.

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

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

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

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

Dated at Johannesburg this 16th day of August 1995.

Ramsay, Webber & Company, Plaintiff's Attorneys, Fifth Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/avb/M1088.)

Case 1160/92

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

In the matter between **The South African Breweries Limited,** Execution Creditor, and **M. M. Phoshoko,** Execution Debtor

In pursuance of a judgment of the above Honourable Court, and a warrant of execution, the property described as Erf 2687, Zone 2, situated in the Township of Seshego, District of Seshego, in extent 399,2 square metres, will be sold in front of the Court-house of the above Court on 4 October 1995 at 14:00, without reserve and to the highest bidder.

Improvements (which are not warranted to be correct and not guaranteed): Residential dwelling and outbuildings.

The material conditions of the sale are:

1. Unless arrangements are made with the Plaintiff before the sale, the purchaser must pay a deposit of 10% (ten per centum) of the purchase price or R1 000 (one thousand rand) whichever is the greater, in cash immediately after the sale and the balance, together with interest, is to be secured by a guarantee approved by the Sheriff and delivered within 21 (twenty-one) days from the date of sale.

2. The sale is voetstoots and subject to—

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

2.2 the conditions of the title deed; and

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

Signed at Pietersburg on this the 17th day of August 1995.

L. F. de Lange, for Pratt, Luyt & De Lange, P.O. Box 152, Pietersburg, 0700; 20 Market Street, Pietersburg, 0699. [Tel. (0152) 295-9020.] (Docex 5.) [Fax. (0152) 295-8620.]

Saak 3261/95

IN DIE LANDDROSHOF VIR DIE DISTRIK VEREENIGING GEHOU TE VEREENIGING

In die saak tussen **ABSA Bank Beperk** (Reg. No. 86/04794/06) (Allied Bank Divisie), Eiser, en **Ernst Jacobus Smuth,** en **Amelia Smith,** Verweerders

Ter uitvoering van 'n uitspraak van die Landdroshof vir die distrik Vereeniging sal die eiendom hieronder vermeld per openbare veiling verkoop word by die kantoor van Balju, Landdroshof, Lochstraat 51, Meyerton, op 21 September 1995 om 10:00, op die voorwaardes wat deur die Balju gelees sal word ten tye van die verkoping. Die voorwaardes lê ook ter insae by die kantore van die Balju, Landdroshof, Meyerton:

Sekere: Erf 402, geleë in die dorpsgebied Golf Park, Registrasieafdeling IR, Transvaal (Mimosalaan 35), groot 1 190 vierkante meter.

Verbeterings: Ingangsportaal, sitkamer, studeerkamer, drie slaapkamers, twee badkamers/w.c., kombuis en enkelgarage.

Terme: Die eiendom word verkoop aan die hoogste bieder en die verkoping sal onderhewig wees aan die bepalings van artikel 66 van die Landdroshofwet, Wet No. 32 van 1944, soos gewysig.

Die koopprys sal as volg betaalbaar wees:

(1) Tien per sentum (10%) van die koopprys is betaalbaar in kontant na afhandeling van die verkoping; en

(b) die balans sal verseker word deur die lewering van 'n aanvaarbare waarborg aan die Balju, Landdroshof, binne veertien (14) dae gereken vanaf datum van koop welke waarborg betaalbaar is teen datum van registrasie en op welke balans rente bereken sal word teen 'n koers van 18,25% (agtien komma twee vyf persent) per jaar vanaf datum van koop tot datum van betaling;

(c) die inligting hierbo vermeld word onder die aandag van voornemende kopers gebring maar niks word gewaarborg nie;

(d) die koper sal ook aanspreeklik wees vir betaling van afslaerskommissie bereken teen die tarief voorgeskryf van tyd tot tyd.

Voorwaardes:

(a) Die voorwaardes van koop sal deur die Balju Landdroshof, uitgelees word onmiddellik voor die verkoping en mag by sy kantore geïnspekteer word.

Gedateer te Vereeniging hierdie 16de dag van Augustus 1995.

D. C. J. Hoffman, vir D. J. Malan & Hoffman, Cicerogebou, Lesliestraat 14, Vereeniging; Posbus 415. (Verw. mnr. Hoffman.)

Saak 2174/95

IN DIE LANDDROSHOF VIR DIE DISTRIK HOËVELDRIF GEHOU TE EVANDER

In die saak tussen **Nedcor Bank Beperk,** Eiser, en **F. C. A. A. Roetz,** Eerste Verweerder, en **M. E. Roetz,** Tweede Verweerder

Ingevolge die vonnis in bogenoemde Agbare Hof verkry op 3 Augustus 1995 en 'n lasbrief vir eksekusie in bogenoemde saak, sal die onderstaande eiendom van die Eksekusie Skuldenaar op 20 September 1995 om 12:00, te die Baljukantoor, Cornellstraat 21, Evander, aan die hoogste bieder geregtelik verkoop word op die voorwaardes soos gemeld deur die afslaer tydens die verkoping welke voorwaardes geïnspekteer mag word by voormelde Balju voor die verkoping:

Erf 3657, Uitbreiding 8, Secunda, geleë in die dorp Secunda, Registrasieafdeling IS, Transvaal, adres: Geelhoutstraat 24, Secunda.

Beskrywing van eiendom: Drie slaapkamers, kombuis, eetkamer, betonmure omheining, twee toilette, een en 'n halwe badkamer, sitkamer, motorhuis en afdak, groot 918 (nege een agt) vierkante meters.

Geteken te Secunda op hede hierdie 14de dag van Augustus 1995.

A. J. G. Viljoen, vir Vos, Viljoen & Becker Prokureurs, Eerste Verdieping, S.A. Permgebou, Secunda, 0136. (Tel. 31-2550.)

Case 5548/95
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 **Campbell, Griffin Alan,** First Execution Debtor, and **Campbell, Petunia Lettah,** Second Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office, Johannesburg North, on 28 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 220 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 2207, Tygerberg, corner of Hadfield Road 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 140 (one hundred and forty) 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, entrance hall, separate toilet, dressing-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 15th day of August 1995.

B. W. Webber, for Ramsay, Webber & Company, Plaintiff's Attorneys, Fifth Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/bt/C.251.)

Case 17149/94
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 **Gaugain, Charles Alexander,** First Execution Debtor, and **Gaugain, Elise Magdalene,** 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, Alberton, on 26 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 1179, situated in the Township of Brackendowns Extension 1, Registration Division IR, Transvaal, being 36 Gardenia Street, Brackendowns Extension 1, Alberton, measuring 1 041 (one thousand and forty-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, three bedrooms, two bathrooms with outbuildings with similar construction comprising garage, carport and swimming-pool.

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

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

Dated at Johannesburg this 15th day of August 1995.

B. W. Webber, for Ramsay, Webber & Company, Plaintiff's Attorneys, Fifth Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/bt/G.191.)

Case 13262/95
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 **Raphala, Edwin Tlou,** 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 22 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: Erf 33378 (previously known as Erf 598), situated in the Township of Tsakane Extension 1, Registration Division IR, Transvaal, being 33378 (previously known as 598), Tsakane Extension 1, measuring 326 (three hundred and twenty-six) square metres.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: A detached single storey brick built residence with tiled roof, comprising kitchen, lounge/dining-room, 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 15th day of August 1995.

B. W. Webber, for Ramsay, Webber & Company, Plaintiff's Attorneys, Fifth Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/bt/R.260.)

Case 33099/94
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 **Joubert-Nicholls, Leonie,** Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the office of De Klerk, Vermaak & Partners, attorneys, Overvaal Building, 28 Kruger Avenue, Vereeniging, on 28 September 1995 at 10:00, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of attorneys De Klerk, Vermaak & Partners, Overvaal Building, 28 Kruger Avenue, Vereeniging, prior to the sale:

Certain Holding 102, situated in the Township of Walkers Fruit Farms Small Holdings Agricultural Holdings, Registration Division IQ, Transvaal, being 102 Fourth Road, Walkers Fruit Farms Small Holdings Agricultural Holdings, Vereeniging, measuring 4,0471 (four comma zero four seven one) hectares.

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

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

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

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

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

B. W. Webber, for Ramsay, Webber & Company, Plaintiff's Attorneys, Fifth Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/bt/J.135.)

Case 4953/94

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

In the matter between **ABSA Bank Limited,** formerly trading as United Bank, Plaintiff, and **C. M. de Beer Familie Trust,** Defendant

In terms of a judgment of the Magistrate's Court for the District of Rustenburg and a writ of execution dated 15 February 1995, a sale by public auction without a reserve price will be held on 22 September 1995 at 11:00, in front of the Magistrate's Court, Rustenburg, on conditions which will be read out by the auctioneer at the time of the sale and which conditions will lie for inspection at the offices of the Sheriff of the Magistrate's Court, 30 Smits Avenue, Rustenburg, the Clerk of the Court, Magistrate's Court, Rustenburg, and Kloof Auctioneers, c/o Van Velden & Duffey, Second Floor, Biblio Plaza, corner of Van Staden and Smit Streets, Rustenburg, of the following property owned by the Defendant:

Portion 2 (a portion of Portion 1) of Erf 1085, Rustenburg, Registration Division JQ, Transvaal, measuring 941 square metres, held under Deed of Transfer T91709/93 known as 143A Malan Street, Rustenburg.

The following particulars are furnished but not guaranteed: Lounge, family room, dining-room, kitchen, three bedrooms, two bathrooms, two garages and servant's toilet.

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

Dated at Rustenburg on this the 11th day of August 1995.

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

Case 413/95

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

In the matter between **ABSA Bank Limited,** Plaintiff, and **P. W.** and **B. E. Bester,** Defendants

In terms of a judgment of the Magistrate's Court for the District of Rustenburg and a writ of execution dated 20 February 1995 a sale by public auction without a reserve price will be held on 22 September 1995 at 11:00, in front of the Magistrate's Court, Rustenburg, on conditions which will be read out by the auctioneer at the time of the sale and which conditions will lie for inspection at the offices of the Sheriff of the Magistrate's Court, 30 Smits Avenue, Rustenburg, the Clerk of the Court, Magistrate's Court, Rustenburg, and Kloof Auctioneers, c/o Van Velden & Duffey, Second Floor, Biblio Plaza, corner of Van Staden and Smit Streets, Rustenburg, of the following property owned by the Defendant:

Portion 11 of Erf 1923, Rustenburg, Registration Division JQ, Transvaal, measuring 912 square metres, held under Deed of Transfer T89526/88, known as 4 Kobie Avenue, Rustenburg.

The following particulars are furnished but not guaranteed:

Lounge, dining-room, kitchen, four bedrooms, bathroom, laundry, two garages and carport. Floors coverred with carpets and vinyl tiles.

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

Dated at Rustenburg on this the 11th day of August 1995.

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

Case 522/95

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

In the matter between **ABSA Bank Limited** (Allied Bank Division) (86/04794/06), Plaintiff, and **Thozama Elliot Miotha,** Defendant

In pursuance of a judgment in the Court for the Magistrate of Boksburg, on 27 February 1995 and writ of execution issued pursuant thereto the property listed hereunder will be sold in execution on 22 September 1995 at 11:15, at the office of the Sheriff, 182 Leeuwpoort Street, Boksburg, to the highest bidder:

Certain Erf 366, Delmore Park Extension 2 Township, situated on 59 Katonkel Street, Delmore Park Extension 2, in the Township of Delmore Park Extension 2, District of Boksburg, measuring 375 (three hundred and seventy-five) square metres.

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

Building built of brick and plaster, tiled roof consisting of two bedrooms, kitchen, dining-room, lounge and bathroom with a w.c.

The conditions of sale: The purchase price will be payable as to a deposit in cash or 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 17th day of August 1995.

Hammond Pole & Dixon Inc., Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 917-4631.) (Ref. A00328/Mrs Kok.)

Case 3671/93

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

In the matter between **ABSA Bank Limited** (United Division), Plaintiff, and **Benjamin van Niekerk,** First Defendant and **Gwendaline van Niekerk,** Second Defendant

A sale will be held at the Sheriff, Wonderboom, Portion 83, De Onderstepoort (just north of Sasko Mills), old Warmbaths Road, Bon Accord, on Friday, 22 September 1995 at 11:00, of:

Remaining extent of Erf 363, in the Town of Pretoria North, Registration Division JR, Transvaal, measuring 1 276 square metres, known as 385 Burger Street, Pretoria North.

Particulars are not guaranteed: Dwelling with lounge, dining-room, kitchen, three bedrooms, bathroom and double carport.

Inspect conditions at Sheriff Wonderboom, Portion 83, De Onderstepoort (just north of Sasko Mills), old Warmbaths Road, Bon Accord.

J. A. Alheit, for MacRobert de Villiers Lunnon & Tindall Inc. (Tel. 328-6770.) [Ref. N1/A-409838(371768)/JAA/J. S. Herbst.]

Case 20958/95

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

In the matter between **ABSA Bank Limited** (United Division), Plaintiff, and **Rolf Storbeck,** Defendant

A sale will be held at NG Sinodale Centre, 234 Visagie Street, Pretoria, on Tuesday, 19 September 1994 at 14:00, of:

Portion 5 of Erf 524, situated in the Town of Rietfontein, Registration Division JR, Transvaal, measuring 1 276 square metres, known as 776 20th Avenue, Rietfontein, Pretoria.

Particulars are not guaranteed: Dwelling with entrance hall, lounge, kitchen, three bedrooms, two bathrooms, garage, outside toilet and store-room.

Inspect conditions at Sheriff Pretoria Central, Messcor House, 30 Margaretha Street, Pretoria.

J. A. Alheit, for MacRobert De Villiers Lunnon & Tindall Inc. (Tel. 328-6770.) (Ref. N1/A-434281/JAA/J. S. Herbst.)

Case 20960/95

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

In the matter between **ABSA Bank Limited** (United Division), Plaintiff, and **Mabjalwa Florah Sedutla,** Defendant

A sale will be held at NG Sinodale Centre, 234 Visagie Street, Pretoria, on Tuesday, 19 September 1995 at 14:00, of:

Unit 1, as shown on Sectional Plan SS1/73 in the building Fairhaven, situated at Erf 2787, Pretoria, Local Authority: City Council of Pretoria, measuring 76 square metres, and an undivided share in the common property in the land and building held under Deed of Transfer ST86955/94 dated 31 October 1994, known as Flat 105, Fairhaven, 303 Jacob Mare Street, Pretoria.

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

Inspect conditions at Sheriff Pretoria Central, Messcor House, 30 Margaretha Street, Pretoria.

J. A. Alheit, for MacRobert De Villiers Lunnon & Tindall Inc. (Tel. 328-6770.) (Ref. N1/A-434279/JAA/J. S. Herbst.)

Case 35898/95

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

In the matter between **ABSA Bank Limited** (Allied Division), Plaintiff, and **Edna Vermaak,** Defendant

A sale will be held at NG Sinodale Centre, 234 Visagie Street, Pretoria, on Tuesday, 19 September 1995 at 14:00, of:

Portion 12 of Erf 681, Gezina Township, Registration Division JR, Transvaal, measuring 992 square metres, known as 630 Swemmer Street, Gezina, 0084.

Particulars are not guaranteed: Dwelling with lounge/dining-room, kitchen, laundry, three bedrooms, bathroom, staff room and double garage.

Inspect conditions at Sheriff Pretoria Central, Messcor House, 30 Margaretha Street, Pretoria.

J. A. Alheit, for MacRobert De Villiers Lunnon & Tindall Inc. (Tel. 328-6770.) (Ref. N1/A-443605/JAA/J. S. Herbst.)

Case 62100/94

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

In the matter between **NBS Bank Limited** (Reg: 87/01384/06), Plaintiff, and **Mahomed Hanif Aboo,** Defendant

In execution of a judgment of the Magistrate's Court, Pretoria, in this suit, the undermentioned property will be sold by the Sheriff of the Court at 603 Olivetti House, corner of Schubart and Pretorius Streets, Pretoria, on 28 September 1995 at 10:00, to the highest bidder:

Certain Erf 760, situated in the Township of Laudium, Registration Division JR, Transvaal, measuring 625 square metres, situated at 339 Marble Street, Laudium.

Terms and conditions:

1. The property will be sold without reserve to the highest bidder and will be subject to the regulations and conditions of the Magistrates' Courts Act and the rules proclaimed thereunder and of the regulations of the title deeds act where applicable.

2. The following improvements are known of which nothing is guaranteed:

Description of property: House, lounge, dining-room, kitchen, three bedroom, bathroom and w.c.

Outbuildings: Office, two servants' rooms, bath, shower and w.c.

Other: Concrete walls and paving.

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

Conditions: The full conditions of sale may be inspected at the Sheriff's Offices at 202 Olivetti Building, corner of Schubart and Pretorius Streets, Pretoria.

Signed at Pretoria on this 23rd day of August 1995.

Shapiro & De Meyer Inc., Third Floor, Shapiro Chambers, Bureau Lane, Pretoria. (Ref. Mrs Kartoudes/lf/N1306.)

NOTICE OF SALE IN EXECUTION (GERMISTON MAGISTRATE'S COURT)

The sale in execution is to be held at the offices of the Sheriff, Germiston North, Fourth Floor, Standard Towers, 247 President Street, Germiston, on Thursday, 21 September 1995 at 10:00.

Nedcor Bank Limited is the Execution Creditor.

The hereinafter mentioned property will be put up for sale, the material conditions of sale being:

1. The property shall be sold to the highest bidder without reserve, voetstoots, and subject to the Magistrates' Courts Act, No. 32 of 1944.

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

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

4. Improvements as set out hereunder are not guaranteed.

Case 4034/95.

Judgment Debtors: **Burnese Deysel** and **Marion-Louisa Buchholtz.**

Property: Erf 497, Wychwood Township, Registration Division IR, the Province of Gauteng, situated at 22 Pointsettia Road, Wychwood, Germiston.

Improvements: Detached single storey brick built residence under tiled roof comprising five rooms other than kitchen and one and a half bathroom, with outbuildings comprising two carports and swimming-pool.

Reference: MD0064.

Henry Tucker & Partners, Attorneys for Plaintiff, Sixth Floor, Permanent Building, 165 Meyer Street, Germiston. [Tel. (011) 825-1015.] (Ref. Miss Kent.)

Saak 2299/93

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **Eskom,** Eiser, en **Mntungwa Henry Simelane,** Eerste Verweerder, en **Penny Maggy Nguyza,** Tweede Verweerder

Ten uitvoerlegging van 'n vonnis van bogemelde Hof en 'n lasbrief vir eksekusie word die volgende eiendom in eksekusie verkoop op Vrydag, 15 September 1995 om 10:00, deur die Balju vir die Hooggeregshof, Nsikazi, gehou te die Magistraatskantoor, Kanyamazane, aan die hoogste bieder:

Erf 2278/25, Kanyamazane-A-dorpsgebied, vir die distrik Nsikazi, groot 391 vierkante meter, gehou kragtens Akte van Transport 1104/89.

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

Verbeterings: Woonhuis gebou uit siersteen met teëldak, sitkamer, eetkamer, vier slaapkamers, badkamer met toilet, kombuis met ingeboude kaste en elektrisiteit.

Reserweprys: Die eiendom word sonder reserweprys verkoop.

Terme: 10% (tien persent) van die koopprys in kontant betaalbaar onmiddellik na afloop van die verkoping en die balans moet binne 30 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, Nsikazi.

Gedateer te Pretoria hierdie 10de dag van Augustus 1995.

Haasbroek & Boezaart Ing., Eiser se Prokureurs, Tweede Verdieping, Momentumsentrum, Westoring, Pretoriusstraat, Posbus 2205, Pretoria. (Tel. 322-4401.) (Verw. D. C. Haasbroek/D601/93.)

Case 223/92

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

In the matter between **Riaan's Mens Outfitters,** Plaintiff, and **P. Magakwe,** Defendant

In pursuance of judgment of the Court of the Magistrate Namakgale and writ of execution dated 10 August 1995, the following property will be sold by public auction on 26 August 1995 at 15:00, before the Magistrate's Court Namakgale to the highest bidder, viz:

House 732A situated in the township Namakgale.

Include all alterations.

Material conditions of sale:

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

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

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

A. B. Maré, for Anton Maré, P.O. Box 664, Wilger Avenue, Phalaborwa, 1390. (Ref. Miss Benadie: R3258.)

Case 86/93

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

In the matter between **Benmar Tune-Up Centre,** Plaintiff, and **B. Ngobeni,** Defendant

In pursuance of judgment of the Court of the Magistrate of Namakgale and writ of execution dated 8 August 1995, the following property will be sold by public auction on 28 September 1995 at 15:00 before the Magistrate's Court, Namakgale, to the highest bidder, viz.:

House 231, situated in the Township of Lulekani, lounge, kitchen, toilet, three bedrooms and bathroom, include all alterations.

Material conditions of sale:

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

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

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

A. B. Maré, for Anton Maré Attorney, Wilger Avenue, P.O. Box 664, Phalaborwa, 1390. (Ref. Miss Benadie: B4310.)

Saak 8162/95

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Witwatersrandse Plaaslike Afdeling)

In die saak tussen **ABSA Bank Beperk,** Eiser, en **Bezuidenhout, Wilhelmina Johanna** (voorheen Labuschagne), 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 5 Mei 1995, sal 'n verkoping van onroerende eiendom gehou word te die verkooplokaal van die Balju van die Hooggeregshof, Johannesburg-Oos, op 21 September 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 Erf 96, Bertrams-dorpsgebied, Registrasieafdeling IR, Transvaal, groot 447 vierkante meter, gehou kragtens Akte van Transport T26682/1986.

Beskrywing: 'n Woonhuis geleë te Bereaweg 22, Bertrams, bestaande uit ingang, sitkamer, eetkamer, drie slaapkamers, twee badkamers en kombuis. Motorhuis en bediendekamer.

Terme: Tien persent (10%) van die koopprys en afslaersgelde [5% (vyf persent) op die eerste R20 000 en daarna 3% (drie persent) met 'n maksimum 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 18de dag van Augustus 1995.

Scholtz & Botha, Eiser se Prokureurs, Negende Verdieping, North State-gebou, hoek van Mark- en Kruisstraat, Johannesburg. (Tel. 472-1318.) (Verw. mnr. Scholtz/vb/CU0051.) (Balju/Afslaer se Tel. 331-9847.)

Saak 10861/95

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Witwatersrandse Plaaslike Afdeling)

In die saak tussen **ABSA Bank Beperk,** Eiser, en **Skerstupeit, Karl-Heinz Willi,** 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 19 Junie 1995, sal 'n verkoping van onroerende eiendom gehou word te die verkooplokaal van die Balju van die Hooggeregshof, Johannesburg-Suid, op 21 September 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 Eenheid 3 in die skema bekend as Beatrix Court ten opsigte van die gebou of geboue geleë te Forest Hill-dorpsgebied, Johannesburgse Plaaslike Afdeling, groot 47 vierkante meter, gehou kragtens Akte van Transport ST29209/1994.

Beskrywing: 'n Wooneenheid geleë te Beatrixhof 3, Rheederstraat 98, Forest Hill, bestaande sitkamer, slaapkamer, badkamer en kombuis.

Terme: Tien persent (10%) van die koopprys en afslaersgelde [5% (vyf persent) op die eerste R20 000 en daarna 3% (drie persent) met 'n maksimum 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 18de dag van Augustus 1995.

Scholtz & Botha, Eiser se Prokureurs, Negende Verdieping, North State-gebou, hoek van Mark- en Kruisstraat, Johannesburg. (Tel. 472-1318.) (Verw. mnr. Scholtz/vb/CA0461.) (Balju/Afslaer se Tel. 683-8261.)

Saak 509/94

IN DIE LANDDROSHOF VIR DIE DISTRIK WITBANK GEHOU TE WITBANK

In die saak tussen **ABSA Bank Bpk.,** handeldrywende as Trust Bank, Eiser, en **A. J. Smit,** handeldrywende as L & J Algemene Dienste, Verweerder

Ingevolge 'n vonnis van hierdie Agbare Hof en 'n lasbrief vir eksekusie daarop uitgereik, word die ondervermelde eiendom in eksekusie verkoop op Vrydag, 29 September 1995 om 10:00 voor die Landdroshofgebou te Delvillestraat, Witbank, aan die hoogste bieder, die eiendom synde:

Halwe aandeel van die plaas Zeekoewater 311, geleë in die dorpsgebied Witbank, Registrasieafdeling JS, Transvaal, groot 8 565 vierkante meter, gehou kragtens Titelaktes T20745/1978 en T10231/1988, beter bekend as plaas Zeekoewater, Gedeelte 60, en wat bestaan uit halwe aandeel van die plaas en woonhuis met drie slaapkamers, badkamer, toilet, sitkamer, eetkamer, studeerkamer, kombuis en 'n buitekamer.

Die inligting ten opsigte van die verbeteringe hierbo vermeld is slegs ter inligting en word nie gewaarborg nie.

Vernaamste verkoopvoorwaardes: 10% (tien per centum) deposito betaalbaar op datum van verkoping; balans koopprys betaalbaar teen registrasie van transport by wyse van aanvaarbare waarborge binne 14 (veertien) dae na verkoping; koper moet ook Balju se kommissie betaal; koper moet rente aan preferente skuldeisers (indien enige) betaal vanaf datum van koop tot datum van registrasie. Volledige verkoopvoorwaardes wat gelees sal word onmiddellik voor verkoping, lê ter insae by vonnisskuldeiser se prokureurs en by die Balju van die Landdroshof, Witbank.

J. S. Willemse, vir Jaffit Goodman & Henning, Eiser se Prokureurs, Eerste Verdieping, Gempark, hoek van Elizabeth- en Arrasstraat, Witbank. [Tel. (0135) 656-2574.] (Verw. C. du Preez/CT0787.)

Saak 33744/93

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **Die Beherende Liggaam van Mayvillas Regspersoon,** Eiser, en **mej. L. C. Lubbe,** Verweerderes

Ten uitvoerlegging van die vonnis toegestaan deur bovermelde Agbare Hof op 27 Julie 1993 en 'n daaropvolgende lasbrief vir eksekusie, sal die volgende eiendom wat uitwinbaar verklaar is, in eksekusie verkoop word aan die hoogste bieër op 28 September 1995 om 10:00, te Kamer 603A, Sesde Verdieping, Olivettihuis, hoek van Schubart- en Pretoriusstraat, Pretoria, te wete:

1. (a) *Akteskantoorbeskrywing:* Deel 44, geleë ter Erf 85, in die dorp Mayville, Sentrale Pretoria Metropolitaanse Substruktuur, Skema SS156/85, groot 79 vierkante meter, onder geregistreerde Titel ST103584/1992.

(b) *Straatadres:* Mayvillas-Suidwoonstelle 32, hoek van Paul Kruger- en Greenstraat, Mayville, Pretoria.

(c) Die volgende inligting word verskaf alhoewel geen waarborg in verband daarmee gegee kan word nie: Tweeslaapkamerwoonstel, badkamer en toilet, sit- en eetkamer, kombuis en volvloermatte.

2. *Verkoopvoorwaardes:*

2.1 Die eiendom sal verkoop word, sonder reserwe aan die hoogste bieër en die verkoping sal onderworpe wees aan die bepalings van die Wet op Landdroshowe, Wet No. 32 van 1944, soos gewysig asook die reëls daarkragtens neergelê.

2.2 10% (tien persent) van die koopprys sal betaalbaar wees in kontant op die dag van die verkoping.

2.3 Die volledige verkoopvoorwaardes lê vir inspeksie ter insae te Kamer 603A, Sesde Verdieping, Olivettihuis, hoek van Schubart- en Pretoriusstraat, Pretoria, asook te die Landdroshof van Pretoria, Pretoriusstraat, Pretoria, en sal deur die Balju voor die verkoping uitgelees word.

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

Geteken te Pretoria op hede die 23ste dag van Augustus 1995.

E. Y. Stuart, Prokureur vir Eiser, Eerste Verdieping, Edward Chambers, Paul Krugerstraat 336, Pretoria. (Tel. 322-2401.) (Verw. M. Booysen/IPG/6167.)

Case 15060/95
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 **Victory Park Three Hundred (Proprietary) Limited** (Reg. No. 73/07911/07), 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 28 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 Erf 300, situated in the Township of Victory Park Extension 18, Registration Division IR, Transvaal, being 28 Craighall Road, Victory Park Extension 18, Johannesburg, measuring 1 983 (one thousand nine hundred and eighty-three) square metres.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: A detached single storey brick built residence with slate roof, comprising kitchen, lounge/dining-room, entrance hall, family room, laundry, dressing-room, separate toilet, four bedrooms, two bathrooms with outbuildings with similar construction comprising two garages, two servants' rooms, toilet, bathroom, store-room, swimming-pool and tennis court.

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 21st day of August 1995.

B. W. Webber, for Ramsay, Webber & Company, Plaintiff's Attorneys, Fifth Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/bt/V.119.)

Case 13198/94
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 **Sigenu, Mawaka Abraham,** 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 29 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 308, situated in the Township of Vosloorus Extension 5, Registration Division IR, Transvaal, being 308 Mohomane Crescent, Vosloorus Extension 5, Boksburg, measuring 282 (two hundred and eighty-two) square metres.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: A detached single storey brick built residence with tiled roof, comprising kitchen, lounge/dining-room, 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 21st day of August 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/S564.)

Case 33143/94
PH 196

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **NBS Bank Limited,** Plaintiff, and **Maphupha: Selby,** Defendant

In execution of 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 21 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, 100 Sheffield Street, Turffontein, Johannesburg, prior to the sale:

Portion 1 of Erf 714, in the Township of Elandspark, Registration Division IR, the Province of Gauteng, in extent 909 (nine hundred and nine) square metres, situated at 68 Pauline Smith Crescent, Elandspark, Johannesburg.

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

Floors: Fitted carpets and tiles, comprising lounge, dining-room, kitchen, three bedrooms, bathroom, shower and two w.c.'s.

Outbuildings: Two carports and concrete boundary walls.

Terms: 10% 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 21st day of August 1995.

Melman & McCarthy, Plaintiff's Attorneys, Suite 301, His Majesty's Building, Joubert Street, Johannesburg. (Tel. 838-4731.) (Ref. D. McCarthy/J. Soma/MN6704.)

Case 5715/95
PH 196

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **NBS Bank Limited,** Plaintiff, and **Groenewald William Bradley,** First Defendant, and **Groenewald Nicolette Sylvia,** 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, 131 Marshall Street, Johannesburg, on 21 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, 100 Sheffield Street, Turffontein, Johannesburg, prior to the sale:

Erf 422, in the Township of Naturena, Registration Division IQ, the Province of Gauteng in extent 800 (eight hundred) square metres, situated at 110 Formosa Street, Naturena, Johannesburg.

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

Residence: Single-storey dwelling, detached, built of face-bricks and painted plaster under tiled roof. *Floors:* Fitted carpets and tiles, comprising lounge, dining-room, entrance hall, kitchen, three bedrooms, bathroom, shower and two w.c.'s. *Outbuildings:* Two garages, workshop, store-room, laundry, brick and concrete boundary walls.

Terms: 10% (ten per cent) of the purchase price in cash on the day of sale, the balance against registration of transfer to be secured by a bank 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 21st day of August 1995.

Melman & McCarthy, Plaintiff's Attorneys, Suite 301, His Majesty's Building, Joubert Street, Johannesburg. (Tel. 838-4731.) (Ref. D. McCarthy/J Soma/MN6743.)

Case 11623/95
PH 196

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **NBS Bank Limited,** Plaintiff and **Ngako: Nzingo Johannes,** Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the office of the Sheriff, 131 Marshall Street, Johannesburg on 21 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, Second Floor, TFC House, 32 Von Brandis Street, Johannesburg, prior to the sale:

All right, title and interest in the leasehold in Erf 1376, Klipspruit Extension 4 Township, Registration Division IQ, the Province of Gauteng, in extent 150 (one hundred and fifty) square metres, situated at 1376 Klipspruit Extension 4, Soweto.

Residence: Single-storey dwelling, detached, built of bricks and painted plaster under 20 degree pitched tiled roof. *Floors:* Fitted carpets and vinyl tiles, comprising combined lounge and dining-room, kitchen, three bedrooms, bathroom and w.c. *Outbuildings:* Boundary fencing and paving.

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

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

Melman & McCarthy, Plaintiff's Attorneys, Suite 301, His Majesty's Building, Joubert Street, Johannesburg. (Tel. 838-4731.) (Ref. D. McCarthy/J Soma/MN6779.)

Case 2467/95
PH 196

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **NBS Bank Limited,** Plaintiff, and **Davis: Albert Kenneth,** First Defendant, **Davis: Catherine Amy,** Second Defendant, **Balie: Jeffrey Fred,** Third Defendant, and **Balie: Irma Dorothy,** 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 at the office of the Sheriff, 131 Marshall Street, Johannesburg, on 21 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, 100 Sheffield Street, Turffontein, Johannesburg, prior to the sale:

Erf 360, in the Township of Regents Part Estate, Registration Division IR, the Province of Gauteng, in extent 495 (four hundred and ninety five) square metres, situated at 1 and 1A Fred Street, Regents Park Estate, Johannesburg.

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

Residence: single-story dwelling, detached, built of bricks and painted plaster under corrugated iron roof. *Floors:* Fitted carpets and tiles, comprising lounge, kitchen, four bedrooms, two bathrooms, shower and two w.c.'s. *Outbuildings:* Two garages, two servants' quarters, two store-rooms, two w.c.'s, laundry and brick boundary walls.

Terms: 10% (Ten per cent) of the purchase price in cash on the day of sale, the balance against registration of transfer to be secured by a bank 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 21st day of August 1995.

Melman & McCarthy, Plaintiff's Attorneys, Suite 301, His Majesty's Building, Joubert Street, Johannesburg. (Tel. 838-4731.) (Ref. D. McCarthy/J Soma/MN6721.)

Case 13616/90

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

In the matter between **Natal Building Society Limited,** now known as NBS Bank Limited (Reg. No. 87/01384/06), Judgment Creditor, and **Thamsanqa Mandla,** Judgment Debtor

In pursuance of judgment in the Court of the Magistrate, Roodepoort, District of Roodepoort and writ of execution the property listed hereunder which was attached on 6 October 1994 , will be sold in execution on Friday, 22 September 1995 at 10:00, at the offices of the Sheriff for the Magistrate's Court, Roodepoort, 182 Progress Road, Technikon, Roodepoort, to the highest bidder:

Erf 9948, in the Township of Dobsonville Extension 3, Registration Division IQ, the Province of Gauteng, in extent 411 (four hundred and eleven) square metres, situated at 9948 Dobsonville Extension 3.

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

Residence: Single-story dwelling, detached, built of bricks and painted plaster under concrete tiled roof. *Floors:* Fitted carpets and vinyl tiles, comprising lounge, kitchen, three bedrooms, bathroom and w.c. seperate. *Outbuildings:* None. *Improvements:* Boundary fencing and gates.

Conditions of sale: The purchase price will be payable as to a deposit in cash of 10 % (ten per cent) and the balance against transfer. The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff for the Magistrate's Court, Roodepoort, 182 Progress Road, Technikon, Roodepoort. A substantial bank loan can be raised for an approved purchaser with prior approval.

Dated at Roodepoort on this the 21st day of August 1995.

Melman & McCarthy, Incorporating Roselyn Kidson, Plaintiff's Attorneys, 11 Platboom Avenue, Weltevredenpark. (Tel. 475-5376 or 838-4731.) (Ref. D. McCarthy/J Soma/MN2760.)

Case 24193/91

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Viljoen: Francois Gerhardus Petrus,** First Defendant, and **Beyl: Laura Irene,** Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of Sheriff, Johannesburg East, at 131 Marshall Street, Johannesburg, on Thursday, 21 September 1995 at 10:00, of the undermentioned property of the Defendants on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff, prior to the sale:

Certain Erf 732, Bezuidenhouts Valley Township, Registration Division IR, Transvaal, situation 66 Eighth Avenue, Bezuidenhouts Valley, area 495 (four hundred and ninety-five) square metres.

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

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

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

Maisels Smit & Lowndes, Attorneys for Plaintiff, Second Floor, Nedbank Park, 13 Girton Road, Parktown, Johannesburg. (Tel. 484-1777.) (Ref. N3602E/mgh/tf.)

Case 3901/92

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Louw: Alastair David,** Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of Sheriff, Johannesburg East, at 131 Marshall Street, Johannesburg, on Thursday, 21 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 1097, Yeoville Township, Registration Division IR, Transvaal, situation 30 Dunbar Street, Yeoville, area 495 (four hundred and ninety-five) square metres.

Improvements (not guaranteed): Two bedrooms, one and a half bathrooms, kitchen/panty, three other rooms and garage.

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

Dated at Johannesburg on this the 11th day of August 1995.

Maisels Smit & Lowndes, Attorneys for Plaintiff, Second Floor, Nedbank Park, 13 Girton Road, Parktown, Johannesburg. (Tel. 484-1777.) (Ref. N4928E/mgh/tf.)

Case 27522/92

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Horsley: Peter Kirk,** 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, Vereeniging, at 28 Kruger Avenue, Vereeniging, on Thursday, 21 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 5104, Ennerdale Extension 14 Township, Registration Division IQ, Transvaal, situation 17 Nickel Avenue, Ennerdale Extension 14, area 350 (three hundred and fifty) square metres.

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

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

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

Maisels Smit & Lowndes, Attorneys for Plaintiff, Second Floor, Nedbank Park, 13 Girton Road, Parktown, Johannesburg. (Tel. 484-1777.) (Ref. N4977E/mgh/tf.)

Case 14858/95

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Mukwevho: Colbert Rudzani,** First Defendant, and **Sididzha: Nkhangweni Julia,** Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of Sheriff, Johannesburg East, at 131 Marshall Street, Johannesburg, on Thursday, 21 September 1995 at 10:00, of the undermentioned property of the Defendants on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff, prior to the sale:

Certain:

1. A unit consisting of Section 7, as shown and more fully described on Sectional Plan 136/1984, in the scheme known as The Glen, in respect of the land and building or buildings situated at Yeoville Township, Johannesburg City Council Local Authority, of which section the floor area, according to the said sectional plan is 44 (forty-four) square metres in extent; and

2. an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan, situation Flat 104, The Glen, 34 Minor Street, Yeoville.

Improvements (not guaranteed): Bedroom, bathroom, kitchen, two other rooms and parking bay.

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 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 the 16th day of August 1995.

Maisels Smit & Lowndes, Attorneys for Plaintiff, Second Floor, Nedbank Park, 13 Girton Road, Parktown, Johannesburg. (Tel. 484-1777.) (Ref. N4489E/mgh/tf.)

Case 8223/95

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

In the matter between **ABSA Bank Limited,** Plaintiff, and **Maria Daniel,** the Executor of the Estate Late **Helene Elizabeth Ferreira,** Defendant

A sale will be held at Sinodale Centre, 234 Visagie Street, Pretoria, on Tuesday, 19 September 1995 at 14:00:

(a) Unit 9, as shown on Sectional Plan SS252/84, in the building Stellenberg, measuring 88 square metres; and

(b) an undivided share in the common property in the land and building, held under Certificate of Sectional Registered Title ST252/84 (9) (Unit), dated 2 July 1984, known as Flat 9, Stellenberg Flats, 445 Andries Street, Pretoria.

Particulars are not guaranteed.

For Residential use.

Flat: Lounge, dining-room, kitchen, two and a half bedrooms and bathroom.

Inspect conditions at Sheriff, Pretoria Central, Messcor House, 30 Margareta Street, Riverdale, Pretoria.

J. A. Alheit, for MacRobert De Villiers Lunnon & Tindall Inc. (Tel. 328-6770 × 313.) (Verw. N1/B-429954/JAA/M. Oliphant.)

Saak 38769/95

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **ABSA Bank—Allied,** Eiser, en **Jan Hendrik du Preez,** Eerste Verweerder, en **Sharlene du Preez,** Tweede Verweerder

Kennis word hiermee gegee dat ingevolge 'n uitspraak van bogemelde Agbare Hof in bogemelde saak op 14 Julie 1995, en ter uitvoering van 'n lasbrief vir eksekusie , sal die Balju, Pretoria-Wes, op 21 September 1995 om 10:00, die ondervermelde eiendom in eksekusie verkoop te Kamer 603A, Sesde Verdieping, Olivettihuis, hoek van Schubart- en Pretoriusstraat, Pretoria, aan die hoogste bieër:

Die eiendom wat aldus te koop aangebied word, staan bekend as Castellettostraat 263, Elandspoort, Pretoria, en word omskryf as Gedeelte 12 van Erf 3364, geleë in die dorpsgebied Elandspoort, Registrasieafdeling JR, Transvaal, groot 280 (tweehonderd-en-tagtig) vierkante meter, gehou kragtens Akte van Transport T28992/93.

Die eiendom bestaan na bewering, maar sonder waarborg, uit sitkamer, eetkamer, kombuis, twee slaapkamers, badkamer en motorafdak.

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

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

Geteken te Pretoria hierdie 18de dag van Augustus 1995.

Couzyn Hertzog & Horak Ing., Praetor Forumgebou, Van der Waltstraat 269, Pretoria. (Tel. 322-8780.) (Verw. mev. De Villiers/T2257.)

Saak 12310/95

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **ABSA Bank Beperk,** Eiser, en **Peterena Elizabeth Coetzee,** Verweerder

'n Eksekusieverkoping word gehou deur die Balju, Tzaneen, voor die Landdroskantoor te Morganstraat, Tzaneen, op 22 September 1995 om 10:00, van:

Erf 994, geleë in die dorpsgebied Tzaneen-uitbreiding 12, Registrasieafdeling LT, Transvaal, groot 1 500 vierkante meter, gehou kragtens Akte van Transport T7505/95 (beter bekend as Tom van Aardstraat 11, Tzaneen).

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

Verbeterings: 'n Baksteenwoonhuis met teëldak, volvloermatte en keramiekteëlvloere, bestaande uit 'n ingangsportaal, sitkamer, gesinskamer, eetkamer, kombuis, opwaskamer, vier slaapkamers en twee badkamer met bad, stort en toilet.

Buitegeboue: Personeelkamer, stoorkamer, motorhuis, toilet en gimnasium.

Besigtig voorwaardes by Balju, Tzaneen, te Boundarystraat 50, Erf 194, Tzaneen.

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

Saak 11630/95

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **Saambou Bank Beperk,** Eiser, en **Francois Frederikus le Grange,** Verweerder

Kennis word hiermee gegee dat ingevolge 'n uitspraak van die Hooggeregshof van Suid-Afrika (Transvaalse Provinsiale Afdeling) in bogemelde saak op 19 Julie 1995, en ter uitvoering van 'n lasbrief tot uitwinning sal die Balju, Rustenburg, op 22 September 1995 om 10:00, te die Landdroshof, Rustenburg, hoek van Staden- en Klopperstraat, Rustenburg, verkoop:

Sekere Gedeelte 5 van Erf 1214, in die dorp Rustenburg, Registrasieafdeling JQ, Transvaal, met straatadres bekend as Joubertstraat 190B, Rustenburg, groot 700 (sewehonderd) vierkante meter.

Die eiendom is verbeter en bestaan uit 'n woonhuis bestaande uit 'n sitkamer, eetkamer, drie slaapkamers, twee badkamers, aparte toilet en stort, kombuis, groot voorstoep, buitekamer, twee motorhuise en 'n swembad.

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

Gemelde eiendom sal verkoop word op die voorwaardes wat uitgelees sal word deur die Balju ten tye van die verkoping, welke voorwaardes nagegaan kan word by die kantore van die Balju te Tweede Verdieping, Biblio Plaza, hoek van Van Staden- en Smitstraat, Rustenburg.

Dyason, Prokureurs vir Eiser, Leopont, Kerkstraat-Oos 451, Pretoria. (Tel. 322-8600.) [Verw. T. du Plessis/AN (FF 0541).]

Saak 2627/95

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **Saambou Bank Beperk**, voorheen bekend as Saambou Nasionale Bouvereniging Beperk, Eiser, en **William Abel Miya,** Verweerder

Kennis word hiermee gegee dat ingevolge 'n uitspraak van die Hooggeregshof van Suid-Afrika (Transvaalse Provinsiale Afdeling) in bogemelde saak op 9 Maart 1995 en ter uitvoering van 'n lasbrief tot uitwinning, sal die Balju, Alberton, op 19 September 1995 om 10:00, te Eerste Verdieping, Terracegebou, Eaton Terrace 1, New Redruth, Alberton, verkoop:

Sekere: Alle reg, titel en belang in die huurpag ten opsigte van Erf 274, Thintwa-dorpsgebied, Registrasieafdeling IR, Transvaal, groot 189 (eenhonderd nege-en-tagtig) vierkante meter.

Die eiendom is gesloop.

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 Eerste Verdieping, Terracegebou, Eaton Terrace 1, New Redruth, Alberton.

Dyason, Prokureurs vir Eiser, Leopont, Kerkstraat-Oos 451, Pretoria. (Tel. 322-8600.) [Verw. T. du Plessis/AN (FF 0234).]

Saak 7197/95

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **Saambou Bank Beperk**, voorheen bekend as Saambou Nasionale Bouvereniging Beperk, Eiser, en **Madimetja Cedrick Ledwaba,** Verweerder

Kennis word hiermee gegee dat ingevolge 'n uitspraak van die Hooggeregshof van Suid-Afrika (Transvaalse Provinsiale Afdeling) in bogemelde saak op 4 Mei 1995, en ter uitvoering van 'n lasbrief tot uitwinning, sal die Balju, Alberton, op 19 September 1995 om 10:00, te Eerste Verdieping, Terracegebou, Eaton Terrace 1, New Redruth, Alberton, verkoop:

Sekere: Alle reg, titel en belang in die huurpag ten opsigte van Erf 779, Likole-dorpsgebied, Registrasieafdeling IR, Transvaal, groot 293 (tweehonderd drie-en-negentig) vierkante meter.

Die eiendom is verbeter en bestaan uit 'n woonhuis bestaande uit vyf buitekamers, toilet, slaapkamer, eetkamer, kombuis, badkamer, toilet en motorhuis.

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

Gemelde eiendom sal verkoop word op die voorwaardes wat uitgelees sal word deur die Balju ten tye van die verkoping, welke voorwaardes nagegaan kan word by die kantore van die Balju te Eerste Verdieping, Terracegebou, Eaton Terrace 1, New Redruth, Alberton.

Dyason, Prokureurs vir Eiser, Leopont, Kerkstraat-Oos 451, Pretoria. (Tel. 322-8600.) [Verw. T. du Plessis/AN (FF 0420).]

Saak 11691/95

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

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

Kennis word hiermee gegee dat ingevolge 'n uitspraak van die Hooggeregshof van Suid-Afrika (Transvaalse Provinsiale Afdeling) in bogemelde saak op 20 Julie 1995, en ter uitvoering van 'n lasbrief tot uitwinning, sal die Balju, Alberton, op 19 September 1995 om 10:00, te Eerste Verdieping, Terracegebou, Eaton Terrace 1, New Redruth, Alberton, verkoop:

Sekere Erf 408, Southcrest-dorpsgebied, Registrasieafdeling IR, Transvaal, beter bekend as Cadestraat 22, Southcrest, Alberton, groot 855 (agthonderd vyf-en-vyftig) vierkante meter.

Die eiendom is verbeter en bestaan uit drie motorhuise, motorhuis, sitkamer, snoekerkamer op eerste verdieping, eetkamer, studeerkamer, kombuis, dubbelmotorhuis, buitegebou met toilet, buitewaskamer, slaapkamer met badkamer en toilet, drie slaapkamers, badkamer 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 Eerste Verdieping, Terracegebou, Eaton Terrace 1, New Redurth, Alberton.

Dyason, Prokureurs vir Eiser, Leopont, Kerkstraat-Oos 451, Pretoria. (Tel. 322-8600.) [Verw. T. du Plessis/AN (FF 0525).]

Saak 6606/95

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **Saambou Bank Beperk**, Eiser, en **Cornellia Petronelia Hendrina Venter,** Verweerderes

Kennis word hiermee gegee dat ingevolge 'n uitspraak van die Hooggeregshof van Suid-Afrika (Transvaalse Provinsiale Afdeling) in bogemelde saak op 25 April 1995, en ter uitvoering van 'n lasbrief tot uitwinning, sal die Balju, Pretoria-Sentraal, op 19 September 1995 om 14:00, te Verkoopslokaal, Sinodalesentrum, Visagiestraat 234, Pretoria, verkoop:

Sekere Deel 71, soos getoon en vollediger beskryf op Deelplan SS14/1985, in die skema bekend as Nordey Heights, met straatadres bekend as Nordey Heights 801, Von Lennepstraat 390, Pretoria-Sentraal, groot 49 (nege-en-veertig) vierkante meter.

Sonering: Woonstel.

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

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 Messcorhuis, Margarethastraat 30, Riverdale.

Dyason, Prokureurs vir Eiser, Leopont, Kerkstraat-Oos 451, Pretoria. (Tel. 322-8600.) [Verw. T. du Plessis/AN (FF 0422).]

Saak 11155/95

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **Saambou Bank Beperk**, Eiser, en **Gerhardus Jacobus Pieter Nagel,** Eerste Verweerder, en **Magdalena Josephina Nagel,** Tweede Verweerderes

Kennis word hiermee gegee dat ingevolge 'n uitspraak van die Hooggeregshof van Suid-Afrika (Transvaalse Provinsiale Afdeling) in bogemelde saak op 6 Julie 1995, en ter uitvoering van 'n lasbrief tot uitwinning sal die Balju, Germiston-Suid, op 18 September 1995 om 10:00, te Derde Verdieping, Unitedgebou, Presidentstraat 177, Germiston, verkoop:

Sekere Erf 223, Estera-dorpsgebied, Registrasieafdeling IR, Transvaal, beter bekend as Bakerstraat 21, Estera, Elsburg, groot 838 (agthonderd agt-en-dertig) vierkante meter.

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

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

Gemelde eiendom sal verkoop word op die voorwaardes wat uitgelees sal word deur die Balju ten tye van die verkoping, welke voorwaardes nagegaan kan word by die kantore van die Balju te Derde Verdieping, Unitedgebou, Presidentstraat 177, Germiston.

Dyason, Prokureurs vir Eiser, Leopont, Kerkstraat-Oos 451, Pretoria. (Tel. 322-8600.) [Verw. T. du Plessis/AN (FF 0486).]

Case 27929/95

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

In the matter between **Acacia Body Corporate,** Plaintiff, and **J. T. Leishika,** Defendant

A sale in execution of the property described hereunder will be held at NG Sinodal Centre, 234 Visagie Street, Pretoria, on 19 September 1995 at 14:00:

Unit 33 SS Acacia 106/1983, a sectional title unit in the sectional title scheme, situated at Erf 424, Arcadia, Pretoria, measuring 66 (sixty-six) square metres.

The following particulars are furnished but not guaranteed: This property is known as 211 Acacia, 725 Schoeman Street, Arcadia, Pretoria, a sectional title unit comprising one and a half bedroom, lounge/dining-room, kitchen and bathroom.

The conditions of sale may be inspected at Messcor House, 30 Margaretha Street, Pretoria Central.

Dated at Pretoria on this 18th day of August 1995.

R. E. Megaw, Attorney for Plaintiff, 417 Savelkouls Building, 256 Paul Kruger Street, Pretoria. (Tel. 323-1753/4.) (Ref. MEGAW/mad/213/95.)

Saak 43806/95

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **NBS Bank Limited,** Eiser, en **Matthiam Josefus Rademan Keyser,** Verweerder

Ingevolge 'n vonnis toegestaan in die Landdroshof en 'n lasbrief vir eksekusie, gedateer 8 Augustus 1995, uitgereik deur bogemelde Agbare Hof, sal die volgende eiendom verkoop word deur die Balju van die Landdroshof, Pretoria-Oos, te Strubenstraat 142, Pretoria, aan die hoogste bieër op 27 September 1995 om 10:00:

Gedeelte 1 van Erf 353, geleë in die dorpsgebied Hatfield, Registrasieafdeling JR, provinsie Gauteng, groot 1 276 (eenduisend tweehonderd ses-en-sewentig) vierkante meter (beter bekend as Prospectstraat 1219, Hatfield).

Voorwaardes van verkoping:

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

2. Die volgende besonderhede ten opsigte van verbeteringe word verskaf, maar nie gewaarborg nie: Enkelverdiepingwoonhuis met sitkamer, eetkamer, drie slaapkamers, kombuis, drie badkamers, dubbelgarage, ingangsportaal, TV-kamer, swembad en braai-area.

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

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

Geteken te Pretoria op hierdie 22ste dag van Augustus 1995.

S. E. du Plessis, vir Van der Merwe Du Toit & Fuchs, Prokureurs vir Eksekusieskuldeiser, 14de Verdieping, Sanlamsentrum, Andriesstraat 252, Pretoria. (Verw. mev. Engels/JR 58029.)

Case 4053/92
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 **Leuta, Abner Malatsi,** 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 28 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 West, 32 Von Brandis Street, Johannesburg, prior to the sale:

Certain Erf 11449, situated in the Township of Pimville Zone 1, Registration Division IQ, Transvaal, being 11449 Pimville Zone 1, Johannesburg, measuring 193 (one hundred and ninety-three) square metres.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: A detached single storey brick built residence with metal 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 23rd day of August 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/L112.)

Case 9473/93
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 **Robertson, Yvonne Muriel,** 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 28 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 Section 9, as shown and more fully described on Sectional Plan SS17/92, in the scheme known as Villa Alto Douro, in respect of the land and building or buildings, situated at Jeppestown Township, Local Authority of Johannesburg, of which section the floor area, according to the said sectional plan is 96 (ninety-six) 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 section plan, held under Deed of Transfer ST491949/1992;

an exclusive use area described as Garage M10, measuring 19 (nineteen) square metres, being as such part of the common property, comprising the land and the scheme known as Villa Alto Douro, in respect of the land and building or buildings situated at Jeppestown Township, Local Authority of Johannesburg, as shown and more fully described on Sectional Plan SS17/92, held under Notarial Deed of Cession SK2137/1992S;

an exclusive use area described as Yard Y15, measuring 12 (twelve) square metres, being as such part of the common property, comprising the land and the scheme known as Villa Alto Douro, in respect of the land and building or buildings situated at Jeppestown Township, Local Authority of Johannesburg, as shown and more fully described on Sectional Plan 17/92, held under Notarial Deed of Cession SK2137/1992S;

an exclusive use area described as Yard Y16, measuring 48 (forty-eight) square metres, being as such part of the common property, comprising the land and the scheme known as Villa Alto Douro, in respect of the land and building or buildings situated at Jeppestown Township, Local Authority of Johannesburg, as shown and more fully described on Sectional Plan SS17/92, held under Notarial Deed of Cession SK2137/1992S;

an exclusive use area described as Room R9, measuring 5 (five) square metres, being as such part of the common property, comprising the land and the scheme known as Villa Alto Douro, in respect of the land and building or buildings situated at Jeppestown Township, Local Authority of Johannesburg, as shown and more fully described on Sectional Plan 17/92, held under Notarial Deed of Cession SK2137/1992S; being Flat G9, Villa Alto Douro, Berg Street, Jeppestown, Johannesburg.

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, entrance hall, separate toilet, three bedrooms, bathroom with outbuildings with similar construction comprising garage, store-room and garden. The common property comprising servant's room, toilet, 95 store-rooms, 122 parking bays and 41 open-parking bays.

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 18th day of August 1995.

B. W. Webber, for Ramsay, Webber & Company, Plaintiff's Attorneys, Fifth Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/bt/R.157.)

Case 11055/95
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 **Van der Kevie, Jan,** 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 22 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 Erf 247, situated in the Township of Vanderbijlpark South West 2, Registration Division IQ, Transvaal, being 1 George Gray Street, Vanderbijlpark South West 2, measuring 1 107 (one thousand one hundred and seven) square metres.

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

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

B. W. Webber, for Ramsay, Webber & Company, Plaintiff's Attorneys, Fifth Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/bt/VA.342.)

Case 7750/94

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

In the matter between **NBS Bank Limited,** Plaintiff, and **Johannes Pello Skhosana,** First Defendant, and **Priscilla Ethel Sibongile Skhosana,** Second Defendant

In pursuance of a judgment in the Court for the Magistrate of Benoni on 15 November 1995, and writ of execution issued pursuant thereto, the property listed hereunder will be sold in execution on 20 September 1995 at 11:00, in front of the Magistrate's Court, Harpur Avenue, Benoni, to the highest bidder:

Certain Erf 2380, Crystal Park Extension 3 Township, Registration Division IR, Transvaal, situated at 1 Vink Close, Crystal Park, Benoni, measuring 897 (eight hundred and ninety-seven) square metres.

The following improvements are reported to be on the property, but nothing is guaranteed: Building built of brick and plaster, tiled roof, comprising lounge, dining-room, study, kitchen, three bedrooms, two bathrooms, shower, two toilets, TV-room and dressing room.

Outbuildings: Double garage, servants' quarters and paving.

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

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

Dated at Benoni on this 18th day of August 1995.

Hammond Pole & Dixon, Attorney for Plaintiff, 10 Bloem Street, Boksburg, c/o 75 Elston Avenue, Benoni. (Tel. 917-4631.) (Ref. N20061/Mrs Kok.)

Saak 5025/94

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **Eerste Nasionale Bank van Suidelike Afrika Beperk,** Eiser, en **Mari-Louise Calitz,** Verweerder

Geliewe kennis te neem dat in opvolging van 'n vonnis in bogemelde aksie toegestaan op 28 Junie 1995, sal die ondergemelde onroerende eiendom, geregistreer in die naam van die Verweerder, sonder 'n reserweprys deur die Balju in eksekusie verkoop word op 19 September 1995 om 14:00:

Gedeelte 11 van Erf 1977, geleë in die dorpsgebied Villieria, Registrasieafdeling JR, Transvaal, grootte 1 265 vierkante meter, gehou kragtens Akte van Transport T48834/91, die eiendom is ook bekend as 28ste Laan 754, Villieria, Pretoria.

Plek van verkoping: Die verkoping sal plaasvind te die kantore van die Balju, Pretoria-Sentraal, NG Sinodalesentrum, Visagiestraat 234, Pretoria.

Verbeterings: Die volgende verbeterings is op die eiendom aangebring alhoewel geen waarborg daartoe verskaf word nie: 'n Gepleisterde siersteenwoning onder 'n staansinkdak, bestaande uit sitkamer, eetkamer, studeerkamer, kombuis, vyf slaapkamers, twee badkamers met toilette, waskamer, twee motorhuise, bediendetoilet, swembad en grasdaklapa, gesoneer vir woondoeleindes.

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

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

Rooth & Wessels, vir Rooth & Wessels, Tweede Verdieping, Eerste Nasionale Bankgebou, Kerkplein, Pretoria. (Tel. 325-2940.) (Verw. D. Pieterse/F9807/W. Spray.)

Case 2451/95

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

In the matter between **NBS Bank Limited,** Plaintiff, and **Steven Wasserman,** First Defendant, and **Nicola Wasserman,** Second Defendant

In pursuance of a judgment in the Court for the Magistrate of Benoni on 15 May 1995, and writ of execution issued pursuant thereto, the property listed hereunder will be sold in execution on 20 September 1995 at 11:00, in front of the Magistrate's Court, Harpur Avenue, Benoni, to the highest bidder:

Certain Portion 4 of Erf 2697, Rynfield Extension 28 Township, Registration Division IR, Transvaal, situated at 4 Rooivink Street, Rynfield Extension 28, Benoni, measuring 313 (three hundred and thirteen) square metres.

The following improvements are reported to be on the property, but nothing is guaranteed: Building built of brick and plaster, tiled roof, residence comprising an entrance patio, lounge, dining-room, kitchen, two bedrooms, one and a half bathrooms and two toilets.

Outbuildings: Garage, brick paving and pool.

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

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

Dated at Benoni on this 18th day of August 1995.

Hammond Pole & Dixon, Attorney for Plaintiff, 10 Bloem Street, Boksburg, c/o 75 Elston Avenue, Benoni. (Tel. 917-4631.) (Ref. N00304/Mrs Kok.)

Case 5496/95

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

In the matter between **NBS Bank Limited,** formerly known as Natal Building Society Limited (Reg. No. 87/01384/06), Plaintiff, and **Kodi Gabie Maphanga,** First Defendant, and **Mmamodimo Linah Maphanga,** Second Defendant

In pursuance of a judgment in the Court for the Magistrate of Boksburg on 25 July 1995, and writ of execution issued pursuant thereto, the property listed hereunder will be sold in execution on 22 September 1995 at 11:15, at the office of the Sheriff, 182 Leeuwpoort Street, Boksburg, to the highest bidder:

Certain: All the right, title and interest in the leasehold in respect of Erf 17207, Vosloorus Extension 25 Township, Registration Division IR, Transvaal, situated on 17207 Lelothwane Street, Vosloorus Extension 25, in the Township of Vosloorus Extension 25, District of Boksburg, measuring 302 (three hundred and two) square metres.

The following improvements are reported to be on the property, but nothing is guaranteed: Building built of brick, plaster and paint, tiled roof, comprising lounge, kitchen, two bedrooms and bathroom.

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

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

Dated at Boksburg on this the 18th day of August 1995.

Hammond Pole & Dixon Inc., Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 917-4631.) (Ref. N00337/Mrs Kok.)

Saak 11219/95

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **Standard Bank van S.A. Beperk** (Reg. No. 62/00738/06), Eiser, en **Wynand Phillipus Christoffel van Rooyen,** Eerste Verweerder, en **Petro Joan van Rooyen,** Tweede Verweerder

Ten uitvoerlegging van 'n vonnis van bogemelde Hof en 'n lasbrief vir eksekusie, word die volgende eiendom in eksekusie verkoop op Vrydag, 22 September 1995 om 09:30, deur die Balju vir die Hooggeregshof, Witbank, gehou te die perseel, Republiekstraat 1, Benfleur-uitbreiding 4, Witbank, aan die hoogste bieder:

Erf 1692, geleë in dorpsgebied Benfleur-uitbreiding 4, Registrasieafdeling JS, Provinsie Oos-Transvaal, groot 1 479 vierkante meter, gehou kragtens Akte van Transport T99213/92.

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

Straatadres: Republiekstraat 1, Benfleur-uitbreiding 4, Witbank.

Verbeterings: Woonhuis met teëldak, ingangsportaal, sitkamer, eetkamer, familiekamer, kombuis, waskamer, drie slaapkamers, badkamer met toilet, badkamer met stort en aparte toilet, twee garages, buitetoilet 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, Witbank, te Rhodesstraat 3, Witbank.

Gedateer te Pretoria hierdie 22ste 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/Z9549/95/BVDM.)

Saal 42975/95

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **ABSA Bank Beperk,** handeldrywende as United Bank, Eiser, en **Roets, Gerhardus Jacobus** (Identiteitsnommer 4406265096003), Eerste Verweerder, en **Roets, Elizabeth Maria,** Tweede Verweerder

'n Openbare veiling sonder 'n reserwe prys sal deur die Balju, Sentraal, te Sinodale Sentrum, Visagiestraat 234, Pretoria, op 19 September 1995 om 10:00 volgens voorwaardes wat nou by die kantore van die Balju, Sentraal, te Messcorhuis, Margarethastraat 30, Pretoria, ter insae lê en wat ten tye van die veiling voorgelees sal word, van die volgende eiendom:

Erf 1182, geleë in die dorp Waverley-uitbreiding 1, Registrasieafdeling JR, Transvaal, groot 992 (nege nege twee) vierkante meter, gehou kragtens Akte van Transport T29550/1974.

Hierdie eiendom is geleë te Topaazstraat 1407, Waverley-uitbreiding 1, Pretoria.

Die volgende verbeterings is op die eiendom aangebring: Sitkamer, eetkamer, kombuis, drie slaapkamers, badkamer/toilet/toilet en studeerkamer. *Buitegeboue:* Drie motorhuise, bediendekamer en toilet en waskamer.

Geen waarborg omtrent die omvang van die eiendom en verbeterings daarop word gegee nie.

Terme:

(1) Die eiendom word verkoop sonder reserweprys.

(2) 'n Deposito van 10% van die koopprys is onmiddellik betaalbaar. Vir die restant van die koopprys moet waarborge gelewer word binne 14 dae aan die Balju.

(3) Die koper betaal die Balju se kommissie.

(4) Die eiendom word voetstoots verkoop.

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

E. J. J. Geyser, vir Rooth & Wessels, Tweede Verdieping, Eerste Nasionale Bankgebou, Kerkplein, Pretoria. (Tel. 325-2940.) (Verw. Geyser/mev. Mare/A2070.)

Saak 9491/95

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Witwatersrandse Plaaslike Afdeling)

In die saak tussen **Saambou Bank Beperk,** Eiser, en **Wellcome, Rebecca Maureen,** Verweerderes

Volgens vonnis van bogemelde Hof sal per veiling die volgende eiendom op Donderdag, 21 September 1995 om 10:00 verkoop word deur die Balju te kantore van De Klerk, Vermaak & Vennote Ing., Overvaalgebou, Krugerlaan, Vereeniging, op voorwaardes wat by sy kantoor ingesien kan word:

Gedeelte 16 van Erf 6657, Ennerdale-uitbreiding 2-dorpsgebied, Registrasieafdeling IQ, die provinsie Pretoria–Witwatersrand–Vereeniging, groot 647 vierkante meter (ook bekend as Iberisstraat 9, Ennerdale-uitbreiding 2).

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

Enkelverdiepingwoonhuis met drie slaapkamers, sitkamer, eetkamer, kombuis, badkamer en toilet.

Datum: 21 Augustus 1995.

D. H. Scholtz, vir De Villiers Scholtz, Tweede Verdieping, E.S.I.C.-gebou, Commissionerstraat 130, Johannesburg. (Tel. 331-3601.)

N. C. H. Bouwman, Balju van die Hooggeregshof, Overvaal, Krugerlaan 28, Vereeniging. [Tel. (016) 21-3400.]

Saak 17064/93

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

In die saak tussen **Kempton Park/Tembisa Metropolitaanse Substruktuur,** Eiser, en **B. N. Wentzel** en **P. W. Wentzel,** Verweerders

Ingevolge 'n vonnis toegestaan in die Landdroshof en 'n lasbrief vir eksekusie gedateer 19 Desember 1994 uitgereik deur die Hof te Kempton Park, sal die volgende eiendom verkoop word deur die Balju by die Baljukantoor, Parkstraat 8, Kempton Park, aan die hoogste bieër op 28 September 1995 om 10:00:

Erf 1066, Kempton park-uitbreiding 3-dorpsgebied, Registrasieafdeling IR, Transvaal, groot 1 278 (eenduisend tweehonderd agt-en-sewentig) vierkante meter, bekend as Kweperlaan 10, Kempton Park.

Voorwaardes van verkoping:

1. Die eiendom sal verkoop word sonder reserwe aan die hoogste bieër en sal onderworpe wees aan die terme en voorwaardes van die Landdroshofwet en reëls daaronder geproklameer en van die terme van die titelaktes, in sover dit van toepassing mag wees.

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

Woonhuis: Sitkamer, badkamer, eetkamer, toilet, drie slaapkamers, motorhuis en kombuis. *Buitegebou:* Oprit.

3. *Terme:* Die koopprys sal betaalbaar wees synde 10% (tien persent) daarvan op die dag van die verkoping aan die Balju, en die balans, tesame met rente op die volle koopprys, vanaf datum van verkoping tot datum van registrasie van transport teen 'n rentekoers van 18% (agtien persent) per jaar, sal binne dertig (30) dae aan die Balju betaal word of gedek word deur 'n goedgekeurde bank- of bougenootskapwaarborg.

4. *Voorwaardes:* Die volle voorwaardes van verkoping lê ter insae by die kantoor van die Balju te Kempton Park.

Mev. A. M. M. van der Merwe, vir Botha Massyn & McKenzie, Prokureurs vir Eiser, Sentraallaan 20, Privaatsak 53, Kempton Park.

Saak 71397/94

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **Town Council of Sandton,** Eksekusieskuldeiser, en **Maits Kelvin CC,** Eksekusieskuldenaar

'n Openbare veiling sonder 'n reserwe prys sal deur die Balju, Halfway House, te Randburg Landdroshof, Jan Smutsrylaan, Randburg, op 26 September 1995 om 14:30 volgens voorwaardes wat nou by die kantore van die Balju, Halfway House, te Blok D, Eerste Verdieping, Lochner Park, hoek van Richardrylaan en Suttiestraat, Halfway House, ter insae lê en wat ten tye van die veiling voorgelees sal word, van die volgende eiendom:

Erf 0000003, in die dorpsgebied Kelvin, Registrasieafdeling IR, groot 2 060 vierkante meter, gehou kragtens Akte van Transport T5703/1991. Hierdie eiendom is geleë te Westway 39, Kelvin.

Die volgende verbeterings is op die eiendom aangebring: Leë erf.

Geen waarborg omtrent die omvang van die eiendom en verbeterings daarop word gegee nie.

Terme:

1. Die eiendom word verkoop sonder reserweprys.

2. 'n Deposito van 10% (tien persent) van die koopprys is onmiddellik betaalbaar. Vir die Restant van die koopprys moet waarborge gelewer word binne 14 dae aan die Balju.

3. Die koper betaal die Balju se kommissie.

4. Die eiendom word voetstoots verkoop.

Gedateer te Pretoria op hierdie 24ste dag van Augustus 1995.

A. Bloem, vir Rooth & Wessels, Prokureur vir Eiser, Tweede Verdieping, Eerste Nasionale Bankgebou, Kerkplein, Pretoria. (Tel. 325-2940.) (Verw. A. Bloem/M3181/mw.)

Saak 39157/95

IN DIE LANDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **ABSA Bank Beperk** (handeldrywende as Trust Bank), Eiser, en **Reynecke Andries Ignatius,** Identiteitsnommer 5112145006001, Verweerder

'n Openbare veiling sonder 'n reserweprys sal deur die Balju, Sentraal, te Sinodale Sentrum, Visagiestraat 234, Pretoria, op 19 September 1995 om 10:00, volgens voorwaardes wat nou by die kantore van die Balju Sentraal te Messcorhuis, Margarethastraat 30, Pretoria, ter insae lê en wat ten tye van die veiling voorgelees sal word, van die volgende eiendom:

Resterende gedeelte van Gedeelte 6 van Erf 2018, geleë in die dorpsgebied Villieria, Registrasieafdeling JR, Transvaal, groot 1 276 (eenduisend tweehonderd ses-en-sewentig) vierkante meter, gehou kragtens Akte van Transport T6539/1977. Hierdie eiendom is geleë te 32ste Laan 627, Villieria, Pretoria.

Die volgende verbeterings is op die eiendom aangebring: Sitkamer, kombuis, drie slaapkamers, badkamer en toilet, stoep, spens, opwaskamer. *Konstruksie:* Mure—bakstene, dak—sinkplaat, vloer—matte en novilon. *Buitegeboue:* Motorhuis, bediende-kamer en twee toilette.

Geen waarborg omtrent die omvang van die eiendom en verbeterings daarop word gegee nie.

Terme:

(1) Die eiendom word verkoop sonder reserweprys.

(2) 'n Deposito van 10% (tien persent) van die koopprys is onmiddellik betaalbaar. Vir die restant van die koopprys moet waarborge gelewer word binne 14 (veertien) dae aan die Balju.

(3) Die koper betaal die Balju se kommissie.

(4) Die eiendom word voetstoots verkoop.

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

E. J. J. Geyser, vir Rooth & Wessels, Tweede Verdieping, Eerste Nasionale Bankgebou, Kerkplein, Pretoria. (Tel. 325-2940.) (Verw. Geyser/mev. Mare/A2023.)

Saak 4029/94

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **ABSA Bank Beperk** (handeldrywende as United Bank), Eiser en **Antonie Wilhelm Mostert,** Verweerder

'n Openbare veiling sonder 'n reserweprys sal deur die Balju, Tzaneen, te Landdroskantore, Morganstraat, Tzaneen, op 22 September 1995 om 10:30, volgens voorwaardes wat nou by die kantore van die Balju, Tzaneen, te Grensstraat 50, Tzaneen, ter insae lê en wat ten tye van die veiling voorgelees sal word, van die volgende eiendom:

Gedeelte 31 van die plaas Lushof 540, Registrasieafdeling LT, Transvaal, groot 11,5205 (elf komma vyf twee nul vyf) hektaar, gehou kragtens Akte van Transport T64888/88.

Hierdie eiendom is geleë te Row, Erf 31, Lushoflandbouhoewes.

Die volgende verbeterings is op die eiendom aangebring: Ingangsportaal, sitkamer, eetkamer, familiekamer, kombuis, opwasplek, spens, vyf slaapkamers, twee badkamers en stort. *Konstruksie:* Mure—baksteen, vloere—keramiek/hof, plafon—TRG komp en dak—metaal. *Buitegeboue:* Twee store, twee motorhuise en toilet.

Geen waarborg omtrent die omvang van die eiendom en verbeterings daarop word gegee nie.

Terme:

(1) Die eiendom word verkoop sonder reserweprys.

(2) 'n Deposito van 10% (tien persent) van die koopprys is onmiddellik betaalbaar. Vir die restant van die koopprys moet waarborge gelewer word binne 14 (veertien) dae aan die Balju.

(3) Die koper betaal die Balju se kommissie.

(4) Die eiendom word voetstoots verkoop.

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

E. J. J. Geyser, vir Rooth & Wessels, Tweede Verdieping, Eerste Nasionale Bankgebou, Kerkplein, Pretoria. (Tel. 325-2940.) (Verw. EG/M. Mare/A1203.)

Saak 28182/95

IN DIE LANDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **ABSA Bank Beperk** (handeldrywende as United Bank), Eiser, en **Schoeman Pieter Marthinus** Identiteitsnommer 3509215053007, Eerste Verweerder, en **Schoeman Susarah Johanna** Identiteitsnommer 3706090027003, Tweede Verweerder

'n Openbare veiling sonder 'n reserweprys sal deur die Balju, Wonderboom, te Gedeelte 83, De Onderstepoort (noord van Sasko Meule, ou Warmbadpad, Bon Accord), op 22 September 1995 om 11:00, volgens voorwaardes wat nou by die kantore van die Balju, Wonderboom, te Gedeelte 83, De Onderstepoort (noord van Sasko Meule, ou Warmbadpad, Bon Accord, ter insae lê en wat ten tye van die veiling voorgelees sal word, van die volgende eiendom:

Erf 547, in die dorp Doornpoort, Registrasieafdeling JR, Transvaal, groot 1 120 (eenduisend eenhonderd-en-twintig) vierkante meter, gehou kragtens Akte van Transport T60999/1989. Hierdie eiendom is geleë te Denneboomstraat 340, Doornpoort, Pretoria.

Die volgende verbeterings is op die eiendom aangebring: Ingangsportaal, sitkamer, eetkamer, kombuis, drie slaapkamers, twee badkamers (bad toilet, stort en bad en toilet). *Konstruksie:* Mure—baksteen, plafon—herculite, vloer—matte en keramiekteëls, dak—teëls. *Buitegeboue:* Twee motorhuise.

Geen waarborg omtrent die omvang van die eiendom en verbeterings daarop word gegee nie.

Terme:

(1) Die eiendom word verkoop sonder reserweprys.

(2) 'n Deposito van 10% (tien persent) van die koopprys is onmiddellik betaalbaar. Vir die restant van die koopprys moet waarborge gelewer word binne 14 (veertien) dae aan die Balju.

(3) Die koper betaal die Balju se kommissie.

(4) Die eiendom word voetstoots verkoop.

Gedateer te Pretoria op hierdie die 18de dag van Augustus 1995.

E. J. J. Geyser, vir Rooth & Wessels, Tweede Verdieping, Eerste Nasionale Bankgebou, Kerkplein, Pretoria. (Tel. 325-2940.) (Verw. Geyser/mev. Mare/A1966.)

Saak 35028/95

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **Die Standard Bank van Suid-Afrika Beperk,** Eiser, en **George Thorpe Glen,** Eerste Verweerder, **Ann Jane Douglas Glen,** 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 Woensdag, 20 September 1995 om 11:00, deur die Balju vir die Landdroshof, Hoëveldrif, gehou by Leipoldtstraat 16, Secunda, aan die hoogste bieder:

Erf 415, Secunda, Registrasieafdeling IS, Transvaal, groot 744 (sewehonderd vier-en-veertig) vierkante meter, gehou kragtens Akte van Transport T22269/89, onderhewig aan die voorwaardes daarin vervat en spesiaal onderhewig aan die voorbehoud van minerale regte.

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

Straatadres: Leipoldtstraat 16, Secunda.

Verbeteringe: Woonhuis met teëldak bestaande uit sitkamer, eetkamer, kombuis, drie slaapkamers, twee badkamers, twee toilette, motorhuis en omheining.

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 Landdroshof van Hoëveldrif onmiddellik voor die verkoping uitgelees sal word, sal ter insae lê by die kantore van die Balju vir die Landdroshof, Hoëveldrif, Rotterdamlaan 23, Evander.

Geteken te Pretoria op hierdie 11de dag van Augustus 1995.

F. M. Nel, Prokureurs vir Eiser, Truter & Wessels, Vyfde Verdieping, De Kleine Admiraal, Andriesstraat 76, Pretoria. (Verw. Nel/S2190/RE.)

Case 26950/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Fidelity Bank Holdings,** Execution Creditor, and **Niemand, H. W.,** Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above suit, a sale without reserve price will be held at the Salesrooms of the Sheriff, 182 Progress Road, Technikon, District of Roodepoort, on 22 September 1995 at 10:00, of the undermentioned property of the Defendant on the conditions to be read by the auctioneer at the time of the sale, which conditions will lie for inspection, prior to the sale, at the offices of the Sheriff, during office hours at 182 Progress Road, Technikon, Roodepoort:

Remaining extent of Erf 24, Delarey Township, situated at 8 Third Street, Delarey, Roodepoort.

The following information is furnished regarding the improvements, though in this respect nothing is guaranteed: Dwelling-house with sink roof, lounge, dining-room, three bedrooms, bathroom, passage, kitchen, single garage, store-room and servants' quarters.

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 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 minimum fee of R6 000. Minimum charge R200 (two hundred rand).

D. Haasbroek, for Schwellnus Spies Haasbroek, Plaintiff's Attorneys, c/o 51 Biccard Street, Braamfontein. (Tel. 886-1800.) (Ref. D. Haasbroek/bb F320.)

Case 11315/94
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 **Ndaba, Vincent Petros,** 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 28 September 1995 at 10:00, of the under-mentioned 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 1224, situated in the Township of Malvern, Registration Division IR, Transvaal, being 42 St Amarant Street, Malvern, Johannesburg, measuring 495 (four hundred and ninety-five) square metres.

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

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

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

Dated at Johannesburg this 17th day of August 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/N255.)

Case 7746/95
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 **Hearn, Diana Rennie,** 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 Ground Floor, Fluor House, 100 Grayston Road, Sandown, on 29 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, Sandton, Ground Floor, Fluor House, 100 Grayston Road, Sandown, prior to the sale:

Certain remaining extent of Erf 3697, situated in the Township of Bryanston Extension 8, Registration Division IR, Transvaal, being 119 Cumberland Avenue (corner of Cumberland and Grosvenor Roads), Bryanston Extension 8, measuring 2 204 (two thousand two hundred and four) square metres.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: A detached single storey brick built residence with tiled roof, comprising kitchen, lounge/dining-room, entrance hall, study, three bedrooms, two bathrooms with outbuildings with similar construction comprising of servant's room, toilet, shower, swimming-pool, cottage comprising lounge, dining-room, kitchen, bedroom and bathroom.

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

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

Dated at Johannesburg this 17th day of August 1995.

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

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

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

Notice is hereby given that on 21 September 1995 at 10:00, the undermentioned property will be sold by public auction at the offices of the Sheriff, Benoni, 49 Kempston Avenue, Benoni, pursuant to a judgment in this matter granted by the above Honourable Court on 29 June 1995, namely:

Certain Erf 1081, Actonville Extension 3, Registration Division IR, the Province of Gauteng, situated at 1081 Moodley Street, Actonville Extension 3, Benoni.

The following improvements (which are not warranted to be correct) exist on the property: Detached double storey brick residence consisting of eight bedrooms, two bathrooms, kitchen, two dining-rooms, two lounges, study and outbuildings comprised of two garages.

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

Dated at Boksburg on this the 17th day of August 1995.

Tuckers Inc., Second Floor, Permanent Building, 312 Commissioner Street, Boksburg. (Tel. 892-3400.) (Ref. Mrs L. Pinheiro/H01975.)

Saak 2229/89

IN DIE LANDDROSHOF VIR DIE DISTRIK VANDERBIJLPARK GEHOU TE VANDERBIJLPARK

In die saak tussen **ABSA Bank Bpk.** (Reg. No. 86/04794/06) (United Bouvereniging), Eiser, en **E. S. Molokcane,** Verweerder

Ter uitvoerlegging van die vonnis toegestaan en die daaropvolgende lasbrief vir eksekusie, sal die volgende eiendom wat uitwinbaar verklaar is, in eksekusie verkoop word aan die hoogste bieër op Vrydag, 15 September 1995 om 10:00, deur die Balju van die Landdroshof, Vanderbijlpark, te die Landdroshof, Vanderbijlpark:

Eiendom: Erf 21226, Sebokeng-dorpsgebiedeenheid 14, Registrasieafdeling IQ, Transvaal, 21226 Gebied 14, Sebokeng.

Verbeterings: Sitkamer, kombuis, drie slaapkamers en badkamer met toilet.

Verkoopvoorwaardes:

1. Eiendom sal verkoop word aan die hoogste bieër en die verkoping sal onderworpe wees aan die bepalings van artikel 66 van die Landdroshofwet, No. 32 van 1944, soos gewysig, en die regte van die verbandhouer en ander preferente krediteure.

2. Die koopprys sal betaalbaar wees as volg:

(a) 10% (tien persent) van die koopprys in kontant op die dag van verkoping.

(b) Die balans is betaalbaar in kontant binne 21 (een-en-twintig) dae vanaf datum van verkoping deur middel van 'n erkende bank- of bougenootskapwaarborg, gelewer te word binne 21 (een-en-twintig) dae na die dag van verkoping en welke waarborg vry van kommissie aan die Balju, Vanderbijlpark, betaalbaar moet wees teen registrasie van transport van die eiendom in die naam van die koper.

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

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

Gedateer te Vanderbijlpark op die 17de dag van Augustus 1995.

Du Plessis, Pienaar & Swart, Tweede Verdieping, Ekspa-gebou, Attie Fouriestraat, Privaatsak X035, Vanderbijlpark, 1900. [Tel. (016) 81-2031/2/3/4.] (Verw. IP/E20050.)

Saak 4356/95

IN DIE LANDDROSHOF VIR DIE DISTRIK ROODEPOORT GEHOU TE ROODEPOORT

In die saak tussen **Groter Johannesburg Metropolitaanse Oorgangsraad,** Eiser, en **Gert Johan Trytsman,** Verweerder

Die volgende eiendom sal in hierdie saak in eksekusie verkoop word by die verkoopslokaal van die Balju te Progresslaan 182, Technikon, Roodepoort, op Vrydag, 22 September 1995 om 10:00:

Erf 1380, Witpoortjie-uitbreiding 1-dorpsgebied, Registrasieafdeling IQ, in die Provinsie Gauteng, geleë te Javastraat 29, Witpoortjie-uitbreiding 1, distrik Roodepoort, bestaande uit 'n standplaas waarop opgerig is 'n woonhuis onder teëldak met staalvensters, gepleisterde mure en betonomheining. Die huis bestaande uit sitkamer, eetkamer, twee badkamers, drie slaapkamers, gang, kombuis, buitekamer, stoorkamer en drie motorhuise.

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

Louw & Heyl, Prokureur vir Eiser, Louw en Heylgebou, Property Park, Ontdekkersweg 389C, Roodepoort. (Tel. 475-5090.)

Case 5539/95
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 **Motau, Modupi Geelbooi,** 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 at 40 Park Street, Randfontein, on 22 September 1995 at 10:00, of the undermentioned property of the Defendant on the conditions which will lie for inspection at 40 Park Street, Randfontein, prior to the sale:

Certain: All right, title and interest in the leasehold in respect of Erf 4858, situated in the Township of Mohlakeng Extension 3, Registration Division IQ, Transvaal, being 4858 Mohlakeng Extension 3, Randfontein, measuring 257 (two hundred and fifty-seven) square metres.

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

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

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

Dated at Johannesburg this 16th day of August 1995.

Ramsay, Webber & Company, Plaintiff's Attorneys, Fifth Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/avb/M 1047.)

Case 16546/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **The Provincial Building Society,** Plaintiff, and **Anna Elizabeth van den Berg,** Defendant

In execution of a judgment of the Supreme Court of South Africa (Transvaal Provincial Division), in the above-mentioned matter, a sale in execution will be held at 10:00 at the offices of the Sheriff, Pretoria East, at 142 Struben Street, Pretoria, on Wednesday, 27 September 1995 of the Defendant's undermentioned property with a reserve price and on the conditions to be read out by die auctioneer namely the Sheriff, Pretoria East, prior to the sale and which conditions can be inspected at the offices of the Sheriff, Pretoria East, priot to the sale:

Certain Remaining Extent of Erf 3523, in the Township of Muckleneuk, Registration Division JR, Transvaal, measuring 1 276 square metres, known as 199 John Street, Muckleneuk, Pretoria, held under Deed of Transfer T45289/1979.

Improvements: Dwelling consisting of five bedrooms, three lounges, three dining-rooms, full office block, family room, two kitchens, scullery, three and a half bathrooms and two toilets. Outbuildings consisting of three garages and outside room.

Improvements are not warranted to be correct and are not guaranteed.

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

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

E. R. Johnson, for Weavind & Weavind Inc., Attorney for Plaintiff, Third Floor, Nedbank Building, 200 Andries Street, Pretoria.

Saak 3571/95
LH 59

IN DIE LANDDROSHOF VIR DIE DISTRIK ALBERTON GEHOU TE ALBERTON

In die saak tussen **ABSA Bank Beperk,** handeldrywende as Trustbank, Eksrkusieskuldeiser, en **Steyn, Hendrik Helgaard,** Eksekusieskuldenaar

Ter uitwinning van 'n vonnis van die Landdroshof, Alberton, en 'n lasbrief vir eksekusie gedateer 11 Julie 1995, sal die volgende onroerende eiendom in eksekusie verkoop word deur die Balju, Johriahof, Du Plessisweg 4, Alberton, op Woensdag, 20 September 1995 om 10:00 te wete:

Erf 117, Brackendowns, Registrasieafdeling IR, Transvaal, groot 1 022 (eenduisend twee-en-twintig) vierkante meter, gehou kragtens Akte van Transoort T9132/1994, en ook bekend as Maplestraat 1, Brackendowns, Alberton.

Wesenlike verkoopvoorwaardes:

1. Die gemelde eiendom sal verkoop word met 'n reserweprys van R234 800,63 plus rente teen 17,25% (sewentien komma twee vyf persent) vanaf 19 April 1995 tot datum van finale betaling en per openbare veiling en die verkoping sal onderhewig wees aan die bepalings van die Landdroshofwet 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 bestande uit sitkamer, eetkamer, kombuis, vier slaapkamers, studeerkamer en drie badkamers met toilette.

Buitegebou: Twee motorhuise.

Diverse: Betonmure en swembad.

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 17,25% (sewentien komma twee vyf persent) per jaar, moet betaal of gewaarborg word met 'n goedtekeurde 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 die 8ste dag van Augustus 1995.

J. F. van Deventer, vir Steenkamp, Theart & Mey, Eksekusieskuldeiser se Prokureurs, Eerste Verdieping, Druthtonsentrum, Voortrekkerstraat 48, Posbus 145, Alberton, 1450. (Verw. A200 264/FVD/MS.)

Saak 4040/95

IN DIE LANDDROSHOF VIR DIE DISTRIK ROODEPOORT GEHOU TE ROODEPOORT

In die saak tussen **NBS Bank Bpk.,** Eiser, en **Marlie Llewellyn Paul Oliver,** Verweerder

Ter uitwinning van 'n vonnis in die Landdroshof, Roodepoort, in bogemelde saak op 17 Julie 1995, sal 'n verkoping gehou word op 22 September 1995 om 10:00, by die verkoopslokaal van die Balju, Progresslaan 182, Technikon, Roodepoort, van die ondervermelde eiendom van die Verweerder onderworpe aan die voorwaardes wat deur die Balju, Roodepoort, gelees sal word ten tye van die verkoping, welke voorwaardes by die Baljukantoor, Roodepoort, ter insae sal lê:

Restant gedeelte van Erf 441, Groblerpark-uitbreiding 28, groot 355 (driehonderd vyf-en-vyftig) vierkante meter, gehou deur Verweerder kragtens Akte van Transport T47025/94.

Die eiendom is gesoneer Residensieel 1, en is geleë te White Eyelaan 363A, Groblerpark, en bestaan uit sitkamer, badkamer, twee slaapkamers, gang, kombuis, sinkdak met baksteenmure, staalvensterrame en afdak, alhoewel geen waarborg in hierdie verband gegee word nie.

Voorwaardes: 10% (tien persent) van die koopprys en afslaersgelde in kontant op die dag van die verkoping en die balans teen registrasie van transport. Ten opsigte van die balans moet 'n bankwaarborg of ander aanneembare waarborg binne 21 dae vanaf die datum van die verkoping aan die Balju verskaf word. Die volledige verkoopvoorwaardes kan ingesien word ten kantore van die Balju, Progresslaan 182, Technicon, Roodepoort.

Gedateer te Roodepoort op die 16de dag van Augustus 1995.

H. C. Coetzee, vir Claassen Coetzee, Eiser se Prokureurs, Eerste Verdieping, NBS-gebou, Kerkstraat, Posbus 303, Roodepoort. (Tel. 760-1065.) (Verw. HCC/LE/523/95/BO227.)

Saak 4046/95

IN DIE LANDDROSHOF VIR DIE DISTRIK ROODEPOORT GEHOU TE ROODEPOORT

In die saak tussen **NBS Bank Bpk.,** Eiser, en **Leslie Lubertus Schipper,** Eerste Verweerder, en **Belinda Schipper,** Tweede Verweerder

Ter uitwinning van 'n vonnis in die Landdroshof, Roodepoort, in bogemelde saak op 17 Julie 1995, sal 'n verkoping gehou word op 22 September 1995 om 10:00, by die verkoopslokaal van die Balju, Progresslaan 182, Technikon, Roodepoort, van die ondervermelde eiendom van die Verweerder onderworpe aan die voorwaardes wat deur die Balju, Roodepoort, gelees sal word ten tye van die verkoping, welke voorwaardes by die Baljukantoor, Roodepoort, ter insae sal lê:

Gedeelte 3 van Erf 281, Lindhaven-dorpsgebied, groot 652 (seshonderd twee-en-vyftig) vierkante meter, gehou deur Verweerders kragtens Akte van Transport T29881/93.

Die eiendom is gesoneer Residensieel 1, en is geleë te Progressweg 64B, Lindhaven, en bestaan uit sitkamer, eetkamer, badkamer, drie slaapkamers, gang, kombuis, bediendekamer, teëldak met gepleisterdemure en staalvensterrame, alhoewel geen waarborg in hierdie verband gegee word nie.

Voorwaardes: 10% (tien persent) van die koopprys en afslaersgelde in kontant op die dag van die verkoping en die balans teen registrasie van transport. Ten opsigte van die balans moet 'n bankwaarborg of ander aanneembare waarborg binne 21 dae vanaf die datum van die verkoping aan die Balju verskaf word. Die volledige verkoopvoorwaardes kan ingesien word ten kantore van die Balju, Progresslaan 182, Technicon, Roodepoort.

Gedateer te Roodepoort op die 16de dag van Augustus 1995.

H. C. Coetzee, vir Claassen Coetzee, Eiser se Prokureurs, Eerste Verdieping, NBS-gebou, Kerkstraat, Posbus 303, Roodepoort. (Tel. 760-1065.) (Verw. HCC/LE/518/95/BS1342.)

Saak 2556/95

IN DIE LANDDROSHOF VIR DIE DISTRIK ROODEPOORT GEHOU TE ROODEPOORT

In die saak tussen **NBS Bank Bpk.**, Eiser, en **Masebela Salamina Motete,** Verweerder

Ter uitwinning van 'n vonnis in die Landdroshof, Roodepoort, in bogemelde saak op 6 Junie 1995, sal 'n verkoping gehou word op 22 September 1995 om 10:00, by die verkoopslokaal van die Balju, Progresslaan 182, Technikon, Roodepoort, van die ondervermelde eiendom van die Verweerder, onderworpe aan die voorwaardes wat deur die Balju, Roodepoort, gelees sal word ten tye van die verkoping, welke voorwaardes by die Baljukantoor, Roodepoort, ter insae sal lê:

Erf 736, Witpoortjie, groot 1 740 (eenduisend sewehonderd-en-veertig) vierkante meter, gehou deur Verweerder kragtens Akte van Transport T1831/93.

Die eiendom is gesoneer Residensieel 1, en is geleë te Strydomstraat 27, Witpoortjie, en bestaan uit sitkamer, eetkamer, twee badkamers, drie slaapkamers, gang, kombuis, bediendekamer, dubbelmotorhuis, teëldak met baksteenmure en staalvensterrame, alhoewel geen waarborg in hierdie verband gegee word nie.

Voorwaardes: 10% (tien persent) van die koopprys en afslaersgelde in kontant op die dag van die verkoping en die balans teen registrasie van transport. Ten opsigte van die balans moet 'n bankwaarborg of ander aanneembare waarborg binne 21 dae vanaf die datum van die verkoping aan die Balju verskaf word. Die volledige verkoopvoorwaardes kan ingesien word ten kantore van die Balju, Progresslaan 182, Technikon, Roodepoort.

Gedateer te Roodepoort op die 16de dag van Augustus 1995.

H. C. Coetzee, vir Claassen Coetzee, Eiser se Prokureurs, Eerste Verdieping, NBS-gebou, Kerkstraat, Posbus 303, Roodepoort. (Tel. 760-1065.) (Verw. HCC/LE/356/95/BM1147.)

Saak 2559/95

IN DIE LANDDROSHOF VIR DIE DISTRIK ROODEPOORT GEHOU TE ROODEPOORT

In die saak tussen **NBS Bank Bpk.**, Eiser, en **Lourens Marthinus du Toit,** Verweerder

Ter uitwinning van 'n vonnis in die Landdroshof, Roodepoort, in bogemelde saak op 27 Junie 1995, sal 'n verkoping gehou word op 22 September 1995 om 10:00, by die verkoopslokaal van die Balju, Progresslaan 182, Technikon, Roodepoort, van die ondervermelde eiendom van die Verweerder, onderworpe aan die voorwaardes wat deur die Balju, Roodepoort, gelees sal word ten tye van die verkoping, welke voorwaardes by die Baljukantoor, Roodepoort, ter insae sal lê:

Erf 1685, Roodekrans-uitbreiding 6, groot 1 596 (eenduisend vyfhonderd ses-en-negentig) vierkante meter, gehou deur Verweerder kragtens Akte van Transport T28556/94.

Die eiendom is gesoneer Residensieel 1, en is geleë te Disseldoringstraat 66, Roodekrans-uitbreiding 6, en bestaan uit sitkamer, gesinskamer, eetkamer, twee badkamers, drie slaapkamers, gang, kombuis, opwaskamer, bediendekamer, dubbelmotorhuis, teëldak met suursteenmure en staalvensterrame, alhoewel geen waarborg in hierdie verband gegee word nie.

Voorwaardes: 10% (tien persent) van die koopprys en afslaersgelde in kontant op die dag van die verkoping en die balans teen registrasie van transport. Ten opsigte van die balans moet 'n bankwaarborg of ander aanneembare waarborg binne 21 dae vanaf die datum van die verkoping aan die Balju verskaf word. Die volledige verkoopvoorwaardes kan ingesien word ten kantore van die Balju, Progresslaan 182, Technikon, Roodepoort.

Gedateer te Roodepoort op die 16de dag van Augustus 1995.

H. C. Coetzee, vir Claassen Coetzee, Eiser se Prokureurs, Eerste Verdieping, NBS-gebou, Kerkstraat, Posbus 303, Roodepoort. (Tel. 760-1065.) (Verw. HCC/LE/354/95/BD848.)

Saak 4393/95

IN DIE LANDDROSHOF VIR DIE DISTRIK ROODEPOORT GEHOU TE ROODEPOORT

In die saak tussen **NBS Bank Bpk.**, Eiser, en **Anthony Lawrence Calverley,** Verweerder

Ter uitwinning van 'n vonnis in die Landdroshof, Roodepoort, in bogemelde saak op 17 Julie 1995, sal 'n verkoping gehou word op 22 September 1995 om 10:00, by die verkoopslokaal van die Balju, Progresslaan 182, Technikon, Roodepoort, van die ondervermelde eiendom van die Verweerder, onderworpe aan die voorwaardes wat deur die Balju, Roodepoort, gelees sal word ten tye van die verkoping, welke voorwaardes by die Baljukantoor, Roodepoort, ter insae sal lê:

Erf 254, Groblerpark-uitbreiding 21, groot 917 (negehonderd-en-sewentien) vierkante meter, gehou deur Verweerder kragtens Akte van Transport T60295/94.

Die eiendom is gesoneer Residensieel 1, en is geleë te Kingsleystraat 736, Groblerpark-uitbreiding 21, en bestaan uit sitkamer, eetkamer, twee badkamers, drie slaapkamers, gang, kombuis, enkelmotorhuis, teëldak met baksteenmure en staalvensterrame, alhoewel geen waarborg in hierdie verband gegee word nie.

Voorwaardes: 10% (tien persent) van die koopprys en afslaersgelde in kontant op die dag van die verkoping en die balans teen registrasie van transport. Ten opsigte van die balans moet 'n bankwaarborg of ander aanneembare waarborg binne 21 dae vanaf die datum van die verkoping aan die Balju verskaf word. Die volledige verkoopvoorwaardes kan ingesien word ten kantore van die Balju, Progresslaan 182, Technikon, Roodepoort.

Gedateer te Roodepoort op die 16de dag van Augustus 1995.

H. C. Coetzee, vir Claassen Coetzee, Eiser se Prokureurs, Eerste Verdieping, NBS-gebou, Kerkstraat, Posbus 303, Roodepoort. (Tel. 760-1065.) (Verw. HCC/LE/527/95/BO636.)

Saak 765/95

IN DIE LANDDROSHOF VIR DIE DISTRIK ROODEPOORT GEHOU TE ROODEPOORT

In die saak tussen **NBS Bank Bpk.,** Eiser, en **Sanett Weldett Smit,** Verweerder

Ter uitwinning van 'n vonnis in die Landdroshof, Roodepoort, in bogemelde saak op 10 Maart 1995, sal 'n verkoping gehou word op 22 September 1995 om 10:00, by die verkoopslokaal van die Balju, Progresslaan 182, Technikon, Roodepoort, van die ondervermelde eiendom van die Verweerder, onderworpe aan die voorwaardes wat deur die Balju, Roodepoort, gelees sal word ten tye van die verkoping, welke voorwaardes by die Baljukantoor, Roodepoort, ter insae sal lê:

Deel 55, soos getoon en meer volledig beskryf op Deelplan SS171/94, in die skema bekend as The Gables, ten opsigte van die grond en gebou of geboue geleë te Horison View, groot 60 (sestig) vierkante meter, gehou deur Verweerder kragtens Akte van Transport ST49607/94.

Die eiendom is gesoneer Residensieel 1, en geleë te The Gables, 55, hoek van Webber- en Lewisstraat, Horison, en bestaan uit sitkamer, badkamer, twee slaapkamers, gang, kombuis en opwaskamer, alhoewel geen waarborg in hierdie verband gegee word nie.

Voorwaardes: 10% (tien persent) van die koopprys en afslaersgelde in kontant op die dag van die verkoping en die balans teen registrasie van transport. Ten opsigte van die balans moet 'n bankwaarborg of ander aanneembare waarborg binne 21 dae vanaf die datum van die verkoping aan die Balju verskaf word. Die volledige verkoopvoorwaardes kan ingesien word ten kantore van die Balju, Progresslaan 182, Technikon, Roodepoort.

Gedateer te Roodepoort op die 16de dag van Augustus 1995.

H. C. Coetzee, vir Claassen Coetzee, Eiser se Prokureurs, Eerste Verdieping, NBS-gebou, Kerkstraat, Posbus 303, Roodepoort. (Tel. 760-1065.) (Verw. HCC/LE/120/95/BS1313.)

Saak 4389/95

IN DIE LANDDROSHOF VIR DIE DISTRIK ROODEPOORT GEHOU TE ROODEPOORT

In die saak tussen **NBS Bank Bpk.,** Eiser, en **Joseph Marius Fourie,** Verweerder

Ter uitwinning van 'n vonnis in die Landdroshof, Roodepoort, in bogemelde saak op 17 Julie 1995 sal 'n verkoping gehou word op 22 September 1995 om 10:00, by die verkoopslokaal van die Balju, Progresslaan 182, Technikon, Roodepoort, van die ondervermelde eiendom van die Verweerder onderworpe aan die voorwaardes wat deur die Balju, Roodepoort, gelees sal word ten tye van die verkoping welke voorwaardes by die Baljukantoor, Roodepoort, ter insae sal lê:

Erf 2620, Witpoortjie-uitbreiding 4, groot 962 (nege honderd twee-en-sestig vierkante meter, gehou deur Verweerder kragtens Akte van Transport T39697/90.

Die eiendom is gesoneer Residensieel 1 en is geleë te Leerdamstraat 68, Witpoortjie en bestaan uit 'n sitkamer, 'n eetkamer, twee badkamers, vier slaapkamers, 'n gang, 'n kombuis, 'n opwaskamer, 'n bediende kwartier, 'n stoorkamer, 'n dubbel motorhuis, 'n sinkdak met baksteenmure en staal venster rame alhoewel geen waarborg in hierdie verband gegee word nie.

Voorwaardes: 10% (tien persent) van die koopprys en afslaersgelde in kontant op die dag van die verkoping en die balans teen registrasie van transport. Ten opsigte van die balans moet 'n bankwaarborg of ander aanneembare waarborg binne 21 dae vanaf die datum van die verkoping aan die Balju verskaf word. Die volledige verkoopvoorwaardes kan ingesien word ten kantore van die Balju, Progresslaan 182, Technicon, Roodepoort.

Gedateer te Roodepoort op die 16de dag van Augustus 1995.

H. C. Coetzee, vir Claassen Coetzee, Eiser se Prokureurs, Eerste Verdieping, NBS-gebou, Kerkstraat; Posbus 303, Roodepoort. (Tel. 760-1065.) (Verw. HCC/LE/560/95/BF370.)

Saak 4042/95

IN DIE LANDDROSHOF VIR DIE DISTRIK ROODEPOORT GEHOU TE ROODEPOORT

In die saak tussen **NBS Bank Bpk.,** Eiser, en **Simon Hendrik Bezuidenhout,** Verweerder

Ter uitwinning van 'n vonnis in die Landdroshof, Roodepoort, in bogemelde saak op 17 Julie 1995 sal 'n verkoping gehou word op 22 September 1995 om 10:00, by die verkoopslokaal van die Balju, Progresslaan 182, Technikon, Roodepoort, van die ondervermelde eiendom van die Verweerder onderworpe aan die voorwaardes wat deur die Balju, Roodepoort, gelees sal word ten tye van die verkoping welke voorwaardes by die Baljukantoor, Roodepoort, ter insae sal lê:

Deel 8 soos getoon en meer volledig beskryf op Deelplan SS68/94 in die skema bekend as The Gables ten opsigte van die grond en gebou of geboue geleë te Horison View, groot 68 (agt-en-sestig) vierkante meter, gehou deur Verweerder kagtens Akte van Transport ST15590/94.

Die eiendom is gesoneer Residensieel 1 en is geleë te 8 The Gables, hoek van Webber en Lewisstraat, Horison, en bestaan uit 'n sitkamer, drie slaapkamers, 'n gang, en 'n kombuis alhoewel geen waarborg in hierdie verband gegee word nie.

Voorwaardes: 10% (tien persent) van die koopprys en afslaersgelde in kontant op die dag van die verkoping en die balans teen registrasie van transport. Ten opsigte van die balans moet 'n bankwaarborg of ander aanneembare waarborg binne 21 dae vanaf die datum van die verkoping aan die Balju verskaf word. Die volledige verkoopvoorwaardes kan ingesien word ten kantore van die Balju, Progresslaan 182, Technicon, Roodepoort.

Gedateer te Roodepoort op die 16de dag van Augustus 1995.

H. C. Coetzee, vir Claassen Coetzee, Eiser se Prokureurs, Eerste Verdieping, NBS-gebou, Kerkstraat; Posbus 303, Roodepoort. (Tel. 760-1065.) (Verw. HCC/LE/521/95/BB1100.)

Case 5021/95

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (United Bank Division), Plaintiff, and **Mac Lennan Brian,** Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit a sale without reserve will be held by the Sheriff at First Floor, Terrace Building, 1 Eaton Terrace Street, New Redruth, Alberton, on 19 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, First Floor, Terrace Building, 1 Eaton Terrace Street, New Redruth, Alberton, prior to the sale:

Erf 3064, Brackenhurst Extension 2 Township, situated at 650 Gemsbok Street, Brackenhurst, Alberton, Registration Division IR, Transvaal, measuring 1 500 (one thousand five hundred) square metres.

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

Dwelling consisting of lounge, dining-room, kitchen, scullery, three bedrooms, two bathrooms and toilet. *Outbuilding:* Two single garages and toilet.

The property is zoned Residential.

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

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

Signed at Johannesburg on this the 8th day of August 1995.

Ismail Ayob & Partners, Plaintiff's Attorneys, 26th Floor, Southern Life Centre, 45 Commissioner Street; P.O. Box 728, Johannesburg. [Tel. (011) 832-3261.] (Ref. M60082/AB.)

5396/95

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Khoza, Jerry Phineas,** Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentiond suit a sale without reserve will be held by the Sheriff of the Supreme Court Office, at 49 Kemston Avenue, Benoni, on 21 September 1995 at 10:00, of the undermentioned property of the Defendant on the conditions and which will lie for inspection at the offices of the Sheriff at 49 Kemston Avenue, Benoni, prior to the sale:

All right, title and interest in the leasehold in respect of Erf 9174, Etwatwa Extension 15 Township, Registration Division IR, Transvaal, measuring 252 (two hundred and fifty-two) square metres, situated at Erf 9174, Etwatwa Extension 15 Township, Benoni.

The following information is furnished in respect of the improvements, though in this respect nothing is guaranteed: Dwelling under asbestos roof, bedroom, kitchen, lounge, dining-room and bathroom.

The property is zoned Residential.

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

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

Signed at Johannesburg on this the 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. K22008/PC.)

Case 23336/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Magaqa Solile Sydney,** First Defendant, and **Rathebe Cecilia Sophie,** Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit a sale without reserve will be held by the Sheriff of the Supreme Court Office, at 49 Kemston Avenue, Benoni, on 21 September 1995 at 10:00, of the undermentioned property of the Defendant on the conditions and which will lie for inspection at the offices of the Sheriff at 49 Kemston Avenue, Benoni, prior to the sale:

All right, title and interest in the leasehold in respect of Erf 9187, Etwatwa Extension 15 Township, Registration Division IR, Transvaal, measuring 242 (two hundred and forty-two) square metres, situated at Erf 9187, Etwatwa Extension 15 Township.

The following information is furnished in respect of the improvements, though in this respect nothing is guaranteed: Dwelling consisting of two bedrooms, bathroom, lounge and kitchen.

The property is zoned Residential.

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

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

Signed at Johannesburg on this the 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. M24203/PC.)

Case 6802/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Maroga, Sehure Bernard,** First Defendant, and **Maroga Monica Makhurumetse,** 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 Office, at 49 Kemston Avenue, Benoni, on 21 September 1995 at 10:00, of the undermentioned property of the Defendant on the conditions and which will lie for inspection at the offices of the Sheriff at 49 Kemston Avenue, Benoni, prior to the sale:

All right, title and interest in the leasehold in respect of Erf 9435, Etwatwa Extension 15 Township, Registration Division IR, Transvaal, measuring 154 (one hundred and fifty four) square metres, situated at Erf 9435, Etwatwa Extension 15 Township.

The following information is furnished in respect of the improvements, though in this respect nothing is guaranteed: Dwelling under asbestos roof, two bedrooms, kitchen, lounge and bathroom.

The property is zoned Residential.

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

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

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

Ismail Ayob & Partners, Plaintiff's Attorneys, 26th Floor, Southern Life Centre, 45 Commissioner Street; P.O. Box 728, Johannesburg. [Tel. (011) 832-3251.] (Ref. M23130/PC.)

Case 27447/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Masilela, Christina Khashiwe,** Defendant

In execution of 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 Office, at 49 Kemston Avenue, Benoni, on 21 September 1995 at 10:00, of the undermentioned property of the Defendant on the conditions and which will lie for inspection at the offices of the Sheriff at 49 Kemston Avenue, Benoni, prior to the sale:

All right, title and interest in the leasehold in respect of Erf 9319, Etwatwa Extension 15 Township, Registration Division IR, Transvaal, measuring 154 (one hundred and fifty-four) square metres, situated at Erf 9319, Etwatwa Extension 15 Township.

The following information is furnished in respect of the improvements, though in this respect nothing is guaranteed: Dwelling consisting of bedroom, kitchen and bathroom.

The property is zoned Residential.

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

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

Signed at Johannesburg on this the 5th day of 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. M24787/PC.)

Case 6810/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Masilo, Sampoka Joseph,** Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit a sale without reserve will be held by the Sheriff of the Supreme Court Office, at 49 Kemston Avenue, Benoni, on 21 September 1995 at 10:00, of the undermentioned property of the Defendant on the conditions and which will lie for inspection at the offices of the Sheriff at 49 Kemston Avenue, Benoni, prior to the sale:

All right, title and interest in the leasehold in respect of Erf 9298, Etwatwa Extension 15 Township, Registration Division IR, Transvaal, measuring 170 (one hundred and seventy) square metres, situated at Erf 9298, Etwatwa Extension 15 Township.

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

Dwelling under asbestos roof, three bedrooms, bathroom, kitchen and lounge.

The property is zoned Residential.

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

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

Signed at Johannesburg on this the 5th 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. M23144/PC.)

Case 15299/95

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Peega, Lirontso Suzzan,** Defendant

In execution of 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 Office, at 49 Kemston Avenue, Benoni, on 21 September 1995 at 10:00, of the undermentioned property of the Defendant on the conditions and which will lie for inspection at the offices of the Sheriff at 49 Kemston Avenue, Benoni, prior to the sale:

All right, title and interest in the leasehold in respect of Erf 9518, Etwatwa Extension 15 Township, Registration Division IQ, Transvaal, measuring 187 (one hundred and eighty-seven) square metres, situated at Erf 9518, Etwatwa Extension 15 Township.

The following information is furnished in respect of the improvements, though in this respect nothing is guaranteed: Dwelling under asbestos roof, two bedrooms, kitchen, lounge and bathroom.

The property is zoned Residential.

Terms: 10% (ten per cent) of the purchase price in cash immediately upon the conclusion of the sale, the balance payable against registration of transfer, to be secured by a bank, building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale. Auctioneer's charges, payable on the day of sale, to be calculated as follows: 5% (five per cent) on the proceeds of the sale up to a price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Signed at Johannesburg on the 3rd day of August 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. P22625/PC.)

Case 15548/95

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Selahle, Pholoto Elias,** First Defendant, and **Selahle, Kapok Vernah,** 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 Office, at 49 Kemston Avenue, Benoni, on 21 September 1995 at 10:00, of the undermentioned property of the Defendants on the conditions and which will lie for inspection at the offices of the Sheriff at 49 Kemston Avenue, Benoni, prior to the sale:

All right, title and interest in the leasehold in respect of Erf 9204, Etwatwa Extension 15 Township, Registration Division IR, Transvaal, measuring 270 (two hundred and seventy) square metres, situated at Erf 9204, Etwatwa Extension 15 Township.

The following information is furnished in respect of the improvements, though in this respect nothing is guaranteed: Dwelling under asbestos roof, three bedrooms, kitchen, lounge, dining-room and bathroom.

The property is zoned Residential.

Terms: 10% (ten per cent) of the purchase price in cash immediately upon the conclusion of the sale, the balance payable against registration of transfer, to be secured by a bank, building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale. Auctioneer's charges, payable on the day of sale, to be calculated as follows: 5% (five per cent) on the proceeds of the sale up to a price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Signed at Johannesburg on the 10th day of August 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. S22305/PC.)

Case 23632/92

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Sibiya, Junior Moiponi,** Defendant

In execution of 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 Office, at 49 Kemston Avenue, Benoni, on 21 September 1995 at 10:00, of the undermentioned property of the Defendant on the conditions and which will lie for inspection at the offices of the Sheriff at 49 Kemston Avenue, Benoni, prior to the sale:

All right, title and interest in the leasehold in respect of Erf 9521, Etwatwa Extension 15 Township, Benoni, Registration Division IR, Transvaal, measuring 149 (one hundred and forty-nine) square metres, situated at Erf 9521, Etwatwa Extension 15 Township, Benoni, 1507.

The following information is furnished in respect of the improvements, though in this respect nothing is guaranteed: Dwelling under asbestos roof, bedroom, bathroom and kitchen.

The property is zoned Residential.

Terms: 10% (ten per cent) of the purchase price in cash immediately upon the conclusion of the sale, the balance payable against registration of transfer, to be secured by a bank, building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale. Auctioneer's charges, payable on the day of sale, to be calculated as follows: 5% (five per cent) on the proceeds of the sale up to a price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

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

Ismail Ayob & Partners, Plaintiff's Attorneys, 26th Floor, Southern Life Centre, 45 Commissioner Street, P.O. Box 728, Johannesburg. [Tel. (011) 832-3251.] (Ref. SS22306/PC.)

Case 14239/95

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (United Bank Division), Plaintiff, and **Mabele, Jabulani Andrew,** Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff at the offices of De Klerk, Vermaak & Partners Inc., Overvaal Building, 28 Kruger Avenue, Vereeniging, on 21 September 1995 at 10:00, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of De Klerk, Vermaak & Partners Inc., Overvaal Building, 28 Kruger Avenue, Vereeniging, prior to the sale:

Erf 321, Drieziek Extension 2 Township, Registration Division IQ, Transvaal, measuring 188 (one hundred and eighty-eight) square metres, situated at Erf 321, Drieziek Extension 2 Township.

The following information is furnished in respect of the improvements, though in this respect nothing is guaranteed: Dwelling consisting of dining-room, kitchen, 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 14th day of August 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. M60164/AB.) C/o N. C. H. Bouwman, Sheriff of the Supreme Court, Overvaal Building, 28 Kruger Avenue, Vereeniging. [Tel. (016) 21-3400.]

Case 4025/40

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **The Standard Bank of South Africa Limited,** Plaintiff, and **Moerane, Kagiso Jonathan,** First Defendant, and **Moerane, Sheila Mmakgaura,** Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the office of the Sheriff, at 182 Leeupoort Street, Boksburg, on 22 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, at 182 Leeupoort Street, Boksburg, prior to the sale:

Erf 6940, Vosloorus Extension 9 Township, Boksburg, Registration Division IR, Transvaal, measuring 375 (three hundred and seventy-five) square metres, situated at Erf 6940, Vosloorus Extension 9 Township, Boksburg.

The following information is furnished in respect of the improvements, though in this respect nothing is guaranteed: Dwelling under tiled roof, lounge, kitchen, three bedrooms, bathroom and toilet.

The property is zoned.

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 14th day of August 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. M10693/SC.)

Saak 39888/95

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **ABSA Bank Beperk,** Eiser, en **Jeanette Maria Jansen van Vuuren,** Verweerder

'n Eksekusieverkoping word gehou deur die Balju, Pretoria-Wes, te Kamer 603A, Sesde Verdieping, Olivettihuis, hoek van Schubart- en Pretoriusstraat, Pretoria, op 21 September 1995 om 10:00, van:

Gedeelte 19 van Erf 47, geleë in die dorpsgebied Daspoort, Registrasieafdeling JR, Transvaal, groot 991 vierkante meter, gehou kragtens Akte van Transport T37754/89 (beter bekend as Friedastraat 841, Daspoort).

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

Verbeterings: 'n Baksteenwoonhuis met sinkdak, volvloermatte en keramiekteëlvloere, bestaande uit sitkamer, TV-kamer, eetkamer, kombuis, drie slaapkamers, badkamer en waskamer.

Buitegeboue: Enkelmotorhuis en toilet.

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

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

Case 7327/95

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

In the matter between **Saambou Bank Limited,** Plaintiff, and **Utloang George Manka,** First Defendant, and **Mondumiso Gloria Manka,** Second Defendant

In pursuance of a judgment granted on 14 August 1995, in the above-mentioned Honourable Court and warrant of execution dated 11 August 1995, the following property will be sold in execution at the Sheriff's Office, 182 Leeuwpoort Street, Boksburg, on 22 September 1995 at 11:15:

Certain Erf 2941, Vosloorus Extension 1 Township, Registration Division IR, Transvaal, measuring 285 (two hundred and eighty-five) square metres, known as 2941 Mokcara Street, Vosloorus Extension 1, Boksburg.

Description: Dwelling and outbuildings. Improvements are not guaranteed.

Terms: 10% (ten per centum) of the purchase price, plus Sheriff's commission of 5% (five per centum) on the proceeds of the sale to a price of R20 000 and thereafter 3% (three per centum) to a maximum of R6 000, and a minimum of R200 must be paid to the Sheriff of the Court in cash on the day of sale and the unpaid balance shall be paid or secured by a bank or building society guarantee within 30 (thirty) days after the date of sale.

The full conditions of sale that will be read out by the Sheriff of the Magistrate's Court immediately prior to the sale, may be inspected at their offices at 182 Leeuwpoort Street, Boksburg.

Dated at Boksburg on this the 23rd day of August 1995.

P. W. Möller, for Möller, Venter & Associates, Attorney for Plaintiff, First Floor, Dominium Building, 314A Commissioner Street, Boksburg. (Tel. 917-9863/4.) (Ref. Mrs Buchanan.)

Case 5627/95

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

In the matter between **Saambou Bank Limited,** Plaintiff, and **Daniel Gerhardus Jacobus Myburg,** Defendant

In pursuance of a judgment granted on 18 July 1995, in the above-mentioned Honourable Court and warrant of execution dated 13 July 1995, the following property will be sold in execution at the Sheriff's Office, 182 Leeuwpoort Street, Boksburg, on 15 September 1995 at 11:15:

Certain Portion 4 (a portion of Portion 2) of Erf 71, Witfield Township, Registration Division IR, Transvaal, measuring 1 468 (one thousand four hundred and sixty-eight) square metres, known as 47 Edward Street, Witfield, Boksburg.

Description: Dwelling and outbuildings. Improvements are not guaranteed.

Terms: 10% (ten per centum) of the purchase price, plus Sheriff's commission of 5% (five per centum) on the proceeds of the sale to a price of R20 000 and thereafter 3% (three per centum) to a maximum of R6 000, and a minimum of R200 must be paid to the Sheriff of the Court in cash on the day of sale and the unpaid balance shall be paid or secured by a bank or building society guarantee within 30 (thirty) days after the date of sale.

The full conditions of sale that will be read out by the Sheriff of the Magistrate's Court immediately prior to the sale, may be inspected at their offices at 182 Leeuwpoort Street, Boksburg.

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

P. W. Möller, for Möller, Venter & Associates, Attorney for Plaintiff, First Floor, Dominium Building, 314A Commissioner Street, Boksburg. (Tel. 917-9863/4.) (Ref. Mrs Buchanan.)

Case 28809/94
PH 170

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **First National Bank of SA Limited,** Judgment Creditor, and **Sheppard, Destry James,** First Judgment Debtor, and **Sheppard, Felicity Bernadette,** Second Judgment Debtor

Be pleased to take notice that in executive of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without a resever price will be helt at the offices of the Sheriff of the Court, Johannesburg, 131 Marshall Street, Johannesburg at 10:00 on 21 September 1995 of the undermentioned property of the Judgment Debtors, on the conditions which lie for inspection at the offices of the Deputy Sheriff of the Court, Johannesburg South, 100 Sheffield Street, Turffontein, Johannesburg, prior to the sale:

1. Certain Erf 1442, Turffontein, Registration Division IR (Gauteng), measuring 495 square metres held by the virtue of Deed of Transfer T7841/1993 and corresponding to the street address 59 Church Street, Turffontein, Johannesburg.

The following information is furnished regarding the improvements, although in this regard nothing is warranted.

The above-mentioned property is a dwelling built under a tiled roof, consisting of: Kitchen, lounge, bathroom, passage, dining-room, garage, plastered wall in front, three bedrooms, precast wall at back and sides and one flat consisiting of kitchen, bathroom, lounge, bathroom and carport.

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

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 rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg on this the 11th day of August 1995.

Young-Davis Inc., 1724 Sanlamsentrum, 206/214 Jeppe Street, Johannesburg. (Tel. 336-2681.) (Ref. Mr Garven/fm/F601.)

Case 14040/95
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 **Morekhure Mokgadi Madeline,** Defendant

In execution of 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, 21 September 1995, at 10:00 of the undermentioned immovable property of the Defendant on the conditions which lie for inspection, prior to the sale, at the offices of the Sheriff of the Supreme Court, Johannesburg North at 131 Marshall Street, Johannesburg:

Section 24 as shown and more fully described on Sectional Plan SS111/1983 in the scheme known as Issmin Towers, in respect of the land and building or buildings situated at Johannesburg Township, in the area of Johannesburg Local Authority and an undivided share in the common property in the land and building or buildings as shown and more fully described on the sectional plan apportioned to the said section in accordance with the participation quota of the said section, measuring 84 m^2, held by the Defendant under Deed of Transfer ST50835/1993, being Flat 501, Issmin Towers, 19 Van der Merwe Street, Hillbrow.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The dwelling consists of: Entrance hall, lounge, bedroom, bathroom/w.c., kitchen and enclosed balcony.

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) aucutioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thosand 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 7th day of August 1995.

Routledges Incorporated, Plaintiff's Attorneys, First Floor, Colosseum, 41 Kruis Street, Johannesburg. (Tel. 331-0511.) (Ref. ZA4333/JHBFCLS/Mr McCallum/cvdn.)

Case 12536/95
PH 267

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Bojang Bojang James,** Defendant

In execution of 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, 21 September 1995, at 10:00 of the undermentioned immovable property of the Defendant on the conditions which lie for inspection, prior to the sale, at the offices of the Sheriff of the Supreme Court, Johannesburg North at 131 Marshall Street, Johannesburg:

Section 27 as shown and more fully described on Sectional Plan SS161/1982 in the scheme known as Delft, in respect of the land and building or buildings situated at Berea Township, and an undivided share in the common property in the land and building or buildings as shown and more fully described on the sectional plan apportioned to the said section in accordance with the participation quota of the said section, measuring 69 m^2, held by the Defendant under Certificate of Registered Title ST37229/1993, being 72 Delft Court, Olivia Road, Berea.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The dwelling consists of: Lounge, dining-room, 1 and a half bedroom, bathroom, separate w.c. and kitchen.

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

The purchaser shall on the day of the sale, pay 5% (five per cent) aucutioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thosand 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 7th day of August 1995.

Routledges Incorporated, Plaintiff's Attorneys, First Floor, Colosseum, 41 Kruis Street, Johannesburg. (Tel. 331-0511.) (Ref. ZA3815/JHBFCLS/Mr McCallum/cvdn.)

Case 5961/94
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 **Dijane Klaas,** Defendant

In execution of 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 49 Kempston Avenue, Benoni on Thursday, 21 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 offices of the Sheriff of the Supreme Court, Benoni at 49 Kempston Avenue, Benoni:

The right of leasehold in respect of Stand 5867, Etwatwa Extension 3 Township, Registration Division IR, Transvaal, measuring 252 m^2, held by the Defendant under Deed of Transfer TL18963/1990, being Stand 5867, Etwatwa Extension 3.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The dwelling consists of: Lounge, dining-room, two bedrooms, kitchen and bathroom/w.c.

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

The purchaser shall on the day of the sale, pay 5% (five per cent) aucutioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thosand 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 7th day of August 1995.

Routledges Incorporated, Plaintiff's Attorneys, First Floor, Colosseum, 41 Kruis Street, Johannesburg. (Tel. 331-0511.) (Ref. Z92956/JHBFCLS/Mr McCallum/cvdn.)

Case 05128/95
PH 267

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

In the matter between **Syfrets Bank Limited,** Plaintiff, and **Norcrest Properties (Pty) Limited,** First Defendant, **Novick, Naftali,** Second Defendant, and **Melamed, Frederick,** Third Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court at 131 Marshall Street, Johannesburg, on Thursday, 28 September 1995 at 10:00, of the undermentioned immovable property of the First Defendant on the conditions which will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Johannesburg Central, at 131 Marshall Street, Johannesburg:

Erf 1521, Berea Johannesburg Township, Registration Division IR, Transvaal, measuring 1 487 m^2, held by the First Defendant under Deed of Transfer T31328/1988, being 50 - 54 Abel Road, Berea, Johannesburg.

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

The dwelling consists of: Block of residential flats consisting of basement parking, stores, ground floor foyer, entrance, ground floor flats, first to sixth floor flats, lifts, stairwell, servants' quarters and lift room.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg on this 10th day of August 1995.

Routledges Inc., Plaintiff's Attorneys, First Floor, Colosseum, 41 Kruis Street, Johannesburg. (Tel. 331-0511.) (Ref. I90726/Mr. Nesbit/ca.)

Case 20444/91

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

In the matter between **Syfrets Mortgage Nominees Limited,** Plaintiff, and **Triple J Investments (Pty) Limited,** Defendant

In execution of a judgment of the Supreme Court of South Africa (Transvaal Provincial Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court at 603 Olivetti House, corner of Schubart and Pretorius Streets, Pretoria West, on Thursday, 28 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, Pretoria West at 603 Olivetti House, corner of Schubart and Pretorius Streets, Pretoria:

Portion 34 of Erf 218, Pretoria Industrial Township, Registration Division JR, Transvaal, measuring 8 096 m^2, held by the Defendant under Deed of Transfer T2027/1981, being 195 Watt Street, Pretoria Industrial Township, Pretoria.

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

The property consists of: Workshops consisting of a concrete frame structure with brick walls, steel windows and a corrugated iron roof as well as internal offices, stores, change rooms and ablution blocks, workshop, carports and a watchmans hut and is zoned light industrial.

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 14th day of August 1995.

Routledges Inc., Plaintiff's Attorneys, First Floor, Colosseum, 41 Kruis Street, Johannesburg. (Tel. 331-0511.) (Ref. I34285/Mr Nesbit/ca.)

Case 10221/95
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 **Popat, Sabir Ahmad,** First Defendant, and **Popat, Narguize Mohomed Aly,** 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 Fourth Floor, Standard Bank Chambers, President Street, Germiston, on Thursday, 21 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, Germiston, at Fourth Floor, Standard Bank Chambers, President Street, Germiston:

Portion 2 of Erf 97, Bedfordview Extension 11 Township, Registration Division IR, Transvaal, measuring 1 683 m^2, held by the Defendants under Deed of Transfer T44785/1993, being 31A Van der Linde Road, Bedfordview Extension 11.

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

The dwelling consists of: Entrance hall, lounge, dining-room, family room, four bedrooms, four bathrooms, kitchen, dressing room, three garages and outside bathroom/w.c.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg on this 10th day of August 1995.

Routledges Inc., Plaintiff's Attorneys, First Floor, Colosseum, 41 Kruis Street, Johannesburg. (Tel. 331-0511.) (Ref. ZA3408/JHBFCLS/Mr McCallum/cvdn.)

Case 31021/93
PH 267

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Mazibuko, Ntomb'fikile Margaret,** Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court at 131 Marshall Street, Johannesburg, on Thursday, 21 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, Johannesburg North, at 131 Marshall Street, Johannesburg:

Section 31, as shown and more fully described on Sectional Plan SS40/1983 in the building or buildings known as Pullinger Heights, situated at Berea Township, and an undivided share in the common property in the land and building or buildings as shown and more fully described on sectional plan apportioned to the said section in accordance with the participation quota of the said section, measuring 118 m^2, held by the Defendant under Certificate of Registered Sectional Title ST40/1983(31)(Unit), being Unit 31, Flat 83, Pullinger Heights, 30 Prospect Road, Berea.

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

The dwelling consists of: Lounge, dining-room, two bedrooms, bathroom/w.c. and kitchen.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg on this 10th day of August 1995.

Routledges Inc., Plaintiff's Attorneys, First Floor, Colosseum, 41 Kruis Street, Johannesburg. (Tel. 331-0511.) (Ref. Z76990/JHBFCLS/Mr McCallum/cvdn.)

Case 16248/95
PH 267

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Wiesinger, Hans Peter,** Defendant

In execution of 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, 21 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, Johannesburg North, at 131 Marshall Street, Johannesburg:

Section 162, as shown and more fully described on Sectional Plan SS101/1981, in the building or buildings known as Federated Place and an undivided share in the common property in the land and building or buildings as shown and more fully described on the sectional plan apportioned to the said section in accordance with the participation quota of the said section, measuring 41 m^2, held by the Defendant under Certificate of Registered Sectional Title ST101/1981(162)(Unit), being Flat 1213, Federated Place, O'Reilly Road, Berea.

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

The dwelling consists of: Lounge, kitchen, bedroom, bathroom/w.c. and balcony.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg on this 10th day of August 1995.

Routledges Inc., Plaintiff's Attorneys, First Floor, Colosseum, 41 Kruis Street, Johannesburg. (Tel. 331-0511.) (Ref. ZA4745/JHBFCLS/Mr McCallum/cvdn.)

Case 18001/94
PH 267

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Aronowitz, Selwyn,** Defendant

In execution of 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, 21 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, Johannesburg North, at 131 Marshall Street, Johannesburg:

Section 39, as shown and more fully described on Sectional Plan SS12/1986 in the building or buildings known as Quartz Plaza and an undivided share in the common property in the land and building or buildings as shown and more fully described on sectional plan apportioned to the said section in accordance with the participation quota of the said section, measuring 87 m^2, held by the Defendant under Certificate of Registered Sectional Title ST12/1986(39)(Unit), being Flat 35, Quartz Plaza, corner of Quartz and Plein Streets, Johannesburg.

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

The dwelling consists of: Lounge/dining-room, bedroom, bathroom, separate w.c., kitchen and balcony.

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 8th day of August 1995.

Routledges Inc., Plaintiff's Attorneys, First Floor, Colosseum, 41 Kruis Street, Johannesburg. (Tel. 331-0511.) (Ref. Z96768/JHBFCLS/Mr McCallum/cvdn.)

Case 26286/94
PH 267

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Mswane, Nhlanhla Michael,** First Defendant, and **Mswane, Cynthia Nombulelo,** Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court at 131 Marshall Street, Johannesburg, on Thursday, 21 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, Johannesburg West, at Second Floor, 32 Von Brandis Street, Johannesburg:

The right of leasehold in respect of Erf 1320, Dube Township, Registration Division IQ, Transvaal, measuring 453 m^2, held by the Defendants under Certificate of Registered Grant of Leasehold TL3341/1989, being 1320 Dube Village, P.O. Dube.

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

The dwelling consists of: Lounge, dining-room, three bedrooms, bathroom/toilet and kitchen.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg on this 8th day of August 1995.

Routledges Inc., Plaintiff's Attorneys, First Floor, Colosseum, 41 Kruis Street, Johannesburg. (Tel. 331-0511.) (Ref. ZA0406/JHBFCLS/Mr McCallum/cvdn.)

Case 14334/91
PH 267

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (United Bank Division), formerly known as United Bank Limited, and prior to that United Building Society Limited, and previously United Building Society, Plaintiff, and **Pillay, Seethamah,** First Defendant, and **Pillay, Vinoshini Pushpa,** 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, 21 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 De Klerk Vermaak & Partners, Overvaal, 28 Kruger Street, Vereeniging:

Erf 3235, Lenasia South Extension 7 Township, Registration Division IQ, Transvaal, measuring 575 m^2, held by the Defendants under Deed of Transfer T15141/89, being 3235 Phosphorus Street, Lenasia South Extension 7.

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

The dwelling consists of: Three bedrooms, bathroom, w.c./shower, separate w.c., kitchen, lounge and dining-room.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg on this 8th day of August 1995.

Routledges Inc., Plaintiff's Attorneys, First Floor, Colosseum, 41 Kruis Street, Johannesburg. (Tel. 331-0511.) (Ref. ZA5645/JHBFCLS/Mr McCallum/cvdn.)

Case 14753/95
PH 267

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Syfrets Bank Limited,** Plaintiff, and **G. Gallizio & Son Stand 727 (Proprietary) Limited,** First Defendant, **G. Gallizio & Son Stand 728 (Proprietary) Limited,** Second Defendant, **Gallizio, Guiseppe,** Third Defendant, and **Oxford Panelbeaters and Spray Painting CC,** 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, 28 September 1995 at 10:00, of the undermentioned immovable property of the First and Second Defendants on the conditions which will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Johannesburg Central, at 131 Marshall Street, Johannesburg:

Erf 727 and Erf 728, City and Suburban Township, Registration Division IR, Transvaal, each measuring 495 m^2, held by the First and Second Defendants under Deed of Transfer T22840/1973 and T22841/1973 respectively, being 53 – 55 Durban Street, City and Suburban, Johannesburg.

Both erven will be sold as one unit.

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

The dwelling consists of: A single storey workshop and abutting offices of similar construction, extending over both erven.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg on this 10th day of August 1995.

Routledges Inc., Plaintiff's Attorneys, First Floor, Colosseum, 41 Kruis Street, Johannesburg. (Tel. 331-0511.) (Ref. I91165/Mr Nesbit/ca.)

Case 13437/95
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 **Sawdye, John Victor,** Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court at the Sheriff's Salesrooms, 182 Progress Avenue, Technikon, Roodepoort, on Friday, 22 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, Roodepoort, at 182 Progress Avenue, Technikon, Roodepoort:

Erf 164, Horison Park Township, Registration Division IQ, Transvaal, measuring 994 m^2, held by the Defendant under Deed of Transfer T25063/1974, being 5 Kingfisher Street, Horison Park.

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

The dwelling consists of: Entrance hall, lounge, dining-room, family room, three bedrooms, show room, two bathrooms/toilet and kitchen.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg on this 3rd day of August 1995.

Routledges Inc., Plaintiff's Attorneys, First Floor, Colosseum, 41 Kruis Street, Johannesburg. (Tel. 331-0511.) (Ref. ZA4024/WRFCLS/Mr Brewer/djl.)

Case 16031/95
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 **Johnson, Allan Kenneth,** Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court at the Sheriff's Salesrooms, 182 Progress Avenue, Technikon, Roodepoort, on Friday, 22 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, Roodepoort, at 182 Progress Avenue, Technikon, Roodepoort:

Erf 392, Maraisburg Extension Township, Registration Division IQ, Transvaal, measuring 1 220 m^2, held by the Defendant under Deed of Transfer T11123/1994, being 42 Second Street, Maraisburg.

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

The dwelling consists of: Lounge, dining-room, four bedrooms, bathroom/toilet, bathroom/shower/toilet, kitchen, double garage, two servants' rooms and outside bathroom/toilet.

Terms: 10% (ten per cent) of the purchase price in cash on the day of the sale; the balance payable against registration of transfer, to be secured by a bank 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 3rd day of August 1995.

Routledges Inc., Plaintiff's Attorneys, First Floor, Colosseum, 41 Kruis Street, Johannesburg. (Tel. 331-0511.) (Ref. ZA4738/WRFCLS/Mr Brewer/djl.)

Case 32791/94
PH 267

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

In the matter between **Syfrets Bank Limited,** Plaintiff, and **Van Molendorff, Johannes Stefanus,** Defendant

In execution of 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, 29 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 main entrance hall of the Magistrate's Court, General Hertzog Street, Vanderbijlpark:

Remainder of Portion 4 (a portion of Portion 1), of the farm Kaalplaats 577, Registration Division IQ, Transvaal, measuring 164,0424 hectares, held by the Defendant under Deed of Transfer T49248/1988, being Remainder of Portion 4 (a portion of Portion 1), of the farm Kaalplaats 577.

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

The dwelling consists of: A farm well placed approximately 10 km from Vanderbijlpark. It is almost completely ploughed and planted and has more than ample water. It also has access to the river via servitude (Vaal River). This is good farmland and it is only "agricultural and with bore holes. No residential property or buildings".

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg on this 10th day of August 1995.

Routledges Inc., Plaintiff's Attorneys, First Floor, Colosseum, 41 Kruis Street, Johannesburg. (Tel. 331-0511.) (Ref. I90433/Mr Nesbit/ca.)

Case 28282/94
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 **Nel, Rupert John,** First Defendant, and **Nel, Caroline May,** Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court at 131 Marshall Street, Johannesburg, on Thursday, 21 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, Johannesburg South, at 100 Sheffield Street, Turffontein:

Portion 3 of Erf 38, Alan Manor Township, Registration Division IR, Transvaal, measuring 1 029 m^2, held by the Defendants under Deed of Transfer T11635/87, being 23 Libertas Street, Alan Manor, Johannesburg.

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

The dwelling consists of lounge, dining-room, two bedrooms, bathroom/w.c., separate w.c., kitchen and garage/carport.

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

The purchaser shall, on the day of 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 2nd day of August 1995.

Routledges Inc., Plaintiff's Attorneys, First Floor, Colosseum, 41 Kruis Street, Johannesburg. (Tel. 331-0511.) (Ref. ZA1518/kJHBFCLS/Mr McCallum/cvdn.)

Case 17572/94
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 **Croukamp, Philippus Johannes Petrus,** Defendant

In execution of 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, 21 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, Johannesburg West, at Second Floor, 32 Von Brandis Street, Johannesburg:

Erf 956, Crosby Township, Registration Division IQ, Transvaal, measuring 531 m^2, held by the Defendant under Deed of Transfer T12049/93, being 49 Nurney Street, Crosby.

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/w.c., kitchen, garage, two servants' rooms and outside w.c.

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

The purchaser shall, on the day of 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 2nd day of August 1995.

Routledges Inc., Plaintiff's Attorneys, First Floor, Colosseum, 41 Kruis Street, Johannesburg. (Tel. 331-0511.) (Ref. Z99389/JHBFCLS/Mr McCallum/cvdn.)

Case 22420/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Transnet Limited,** Plaintiff, and **Kock: Christien,** Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without a reserve will be held at the office of the Sheriff of the Supreme Court, Benoni, at the salerooms of the Sheriff, 49 Kempston Avenue, Benoni, District of Benoni, on Thursday, 21 September 1995 at 10:00, of the undermentioned property of the Defendant, on conditions which may be inspected at the office of the Sheriff of the Supeme Court, prior to the sale:

Certain: Erf 2473, Etwatwa Township, Registration Division IR, Transvaal, area 253 (two hundred and fifty three) square metres, situation Erf 2473, Etwatwa Township.

Improvemens (not guaranteed): A house consisting of two bedrooms, lounge, bathroom with toilet and kitchen.

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

Dated at Johannesburg on the 8th day of August 1995.

Moseneke & Partners, Plaintiff's Attorneys, First Floor, Surrey House, 35 Rissik Street, P.O. Box 62690, Marshalltown, 2107. (Tel. 492-1610.) (Ref: Mr R. L. Mogotsi/cm/T-55.) (Fax: 838-1556.)

Case 22424/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Transnet Limited,** Plaintiff, and **Mpangana: Butman Mizar,** First Defendant, and **Mpangana: Esther Nontsizi,** Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without a reserve will be held at the office of the Sheriff of the Supreme Court, Benoni, at the salerooms of the Sheriff, 49 Kempston Avenue, Benoni, District of Benoni, on Thursday, 21 September 1995 at 10:00, of the undermentioned property of the Defendants, on conditions which may be inspected at the office of the Sheriff of the Supeme Court, prior to the sale:

Certain: Erf 2058, Etwatwa Township, Registration Division IR, Transvaal, area 264 (two hundred and sixty four) square metres, situation Erf 2058, Etwatwa Township.

Improvemens (not guaranteed): A house consisting of two bedrooms, lounge, bathroom with toilet and kitchen.

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

Dated at Johannesburg on the 10th day of August 1995.

Moseneke & Partners, Plaintiff's Attorneys, First Floor, Surrey House, 35 Rissik Street, P.O. Box 62690, Marshalltown, 2107. (Tel. 492-1610.) (Ref: Mr R. L. Mogotsi/cm/T-60.) (Fax: 838-1556.)

Case 32632/94
PH 233

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Carforce CC,** Plaintiff, and **Vassie Frank Naidoo,** Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale with a reserve price of R65 457,08 will be held at the offices of the Sheriff for the Supreme Court, Krugersdorp, at Klaburn Court, 22B Ockerse Street, Krugersdorp, on 20 September 1995 at 10:00, of the undermentioned property of the Defendant on the conditions to be read out by the auctioneer at the time of the sale and which conditions may be inspected at the offices of the Sheriff, Krugersdorp, prior to the sale:

Erf 1330, Azaadville Extension 1, Registration Division IQ, the Province of Gauteng, in extent 659 (six hundred and fifty-nine) square metres, held under Deed of Transfer T49939/1988, situated at 6 Kamal Crescent, Azaadville, Krugersdorp.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: A residential dwelling comprising two lounges, dining-room, two bathrooms and toilets, kitchen and three bedrooms under tiled roof.

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

Auctioneer's charges, which are payable on the date of sale, are as follows: 5% (five per cent) on the proceeds of the sale up to R20 000 and thereafter 3% (three per cent) up to a maximum fee of R6 000, minimum charges R200.

Signed at Johannesburg on this 25th day of July 1995.

Nathanson, Bowman & Nathan, Plaintiff's Attorneys, Seventh Floor, North State, corner of Market and Kruis Streets, Johannesburg. (Ref. J. D. Farah.)

Case 126798/94

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

In the matter between **Body Corporate Reading Court,** Plaintiff, and **Mashika Nokereke Elizabeth,** Defendant

On 15 September 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 3, Reading Court, situated at Johannesburg Township, Local Authority of Johannesburg, also known as 103 Reading Court, Willie Street, Hillbrow, Johannesburg, measuring 85 (eighty-five) square metres.

Improvements (which are not warranted to be correct and are not guaranteed): Simplex under concrete tile roof consisting of bedroom, kitchen, lounge and dining-room combined, bathroom, toilet and balcony.

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 centum) per annum, or if the claim of Saambou 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 this 8th day of August 1995.

Mervyn J. Smith, Plaintiff's Attorney, Ground Floor, Law Chambers, 14 Nugget Street (off Anderson Street), City and Suburban, P.O. Box 9890, Johannesburg. (Tel. 331-2934.) (Ref. C.4936/R. Rothquel.)

Case 14562/95
PH 2

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **NBS Bank Limited,** Plaintiff, and **Thinane; Collette Ntingane,** First Defendant, and **Thinane; Doris Dikeledi,** Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above action, a sale as a unit without a reserve price will be held at the office of the Sheriff, Randburg, 9 Elna Randhof, corner of Blairgowrie & Selkirk Avenues, Blairgowrie, on 19 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 Elan Randhof, corner of Blairgowrie and Selkirk Avenues, Blairgowrie:

The following information is furnished regarding the improvements, though in this respect nothing is guaranteed: First floor flat consisting of two bedrooms, bathroom, shower, toilet, lounge and kitchen, being Section 27, Cayman Rock, Boskruin Extension 27, situated at Unit 27, Cayman Rock, Panther Road, Boskruin Extension 27, measuring 64 square metres, Registration Division: Randburg Local Authority of Transvaal, held by the Defendants under Title Deed ST22401/93.

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 14th 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.

Case 10534/90

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

In the matter between **Trust Projects (Proprietary) Limited,** Plaintiff, and **Bethuel Monageng Seleka,** Defendant

Kindly take notice that pursuant to a judgment of the above Honourable Court granted on and subsequent warrant of execution, the following property will be sold in execution at the Sheriff's Office, 182 Leeupoort Street, Boksburg, on 22 September 1995 at 11:15, namely:

Erf and township: Erf 12563, Vosloorus Extension 23 Township, held by Certificate of Registered Grant of Leasehold TL18907/1990 dated 29 May 1990, measuring 264 (two hundred and sixty-four) square metres, Registration Division IR, Transvaal, also known as Stand 12563, Vosloorus Extension 23, Boksburg.

Description of property: Three bedrooms, bathroom, kitchen, dining-room and living-room.

Terms: Ten per centum (10%) of the purchase price and four per centum (4%) auctioneer's charges (minimum R10) in cash on the day of the sale, the balance outstanding against transfer to be secured by a bank, building society or other acceptable guarantee to be furnished to the Sheriff of the Court within fourteen (14) days from date of sale.

The purchaser shall be liable to pay interest at the rate of 18,5% (eighteen comma five per cent) per annum, from the date of sale until the date of transfer of the property to the secured creditor, namely, NBS Bank Limited, in whose favour bonds are registered over the property. The full conditions of sale may be inspected at the office of the Sheriff of the Court.

Dated at the 26th day of July 1995.

P. L. Yammin, for Mark Yammin, Hammond & Partners, Seventh Floor, Bedford Centre, Smith Street, Bedford Gardens, Bedfordview, 2008; P.O. Box 75090, Gardenview, 2047. (Tel. 616-4314/4354.) (Ref. P. L. Yammin/vd/LT2064.)

Case 10850/95
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 **Lategan, Raymond Steven,** Defendant

In execution of 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, Halfway House, at the corner of Richards Drive and Suttie Road, Lochner Park, First Floor, Block D, on Wednesday, 27 September 1995 at 14:30, 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, at the offices of the Sheriff for the Supreme Court, Halfway House, at the corner of Richards Drive and Suttie Road, Lochner Park, First Floor, Block D:

Portion 2 of Holding 530, Glen Austin, Agricultural Holding Extension 3, Registration Division IR, Transvaal, measuring 8 980 m^2, held by the Defendant under Deed of Transfer T7718/90, being 2/530 Dane Road, Glen Austin, Extension 3, Halfway House.

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

The dwelling consists of vacant land.

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

The purchaser shall, on the day of the sale, pay 5% (five per centum) auctioneer's charges on the proceeds of the sale up to a price of R20 000 (twenty thousand rand) and thereafter 3% (three per centum) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg this 16th day of August 1995.

Danie Erasmus, Jay & Partners, Plaintiff's Attorneys, Level 6, Sunnyside Ridge, Sunnyside Drive (entrance at intersection of Carse O'Gowrie and Princess of Wales Roads), Parktown; P.O. Box 87160, Houghton, 2041. [Tel. (011) 484-2828.] (PH 630/DX 589 Jhb.) [Fax. (011) 484-7548.] (Ref. 101841/Mr Georgiades/le.)

Case 11534/95
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 **Delport, Willem Barend 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 131 Marshall Street, Johannesburg, on Thursday, 21 September 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 South, at 100 Sheffield Street, Turffontein:

A unit consisting of:

(a) Section 15 as shown and more fully described on Sectional Plan SS 50/1994 in the scheme known as Glenmay Court in respect of the land and building or buildings situated at Turffontein Township in the Area of the Johannesburg Local Authority, of which section the floor area, according to the said sectional plan, is 71 (seventy-one) square metres in extent being 105 Glenmay Hof, Kerkstraat 127, Turffontein; 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 virtue of Certificate of Registered Sectional Title ST21809/94.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The dwelling consists of lounge, kitchen, two bedrooms and bathroom.

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 ot 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 26th day of July 1995.

Danie Erasmus, Jay & Partners, Plaintiff's Attorneys, Level 6, Sunnyside Ridge, Sunnyside Drive (entrance at intersection of Carse O'Gowrie and Princess of Wales Roads), Parktown; P.O. Box 87160, Houghton, 2041. [Tel. (011) 484-2828.] (PH 630/DX 589 Jhb.) [Fax. (011) 484-7548.] (Ref. 101770/Mr Georgiades/le.)

Case 14766/95
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 **Swart, Johan,** First Defendant, and **Swart, Clare,** 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, 21 September 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, the office of the Sheriff for the Supreme Court, Johannesburg South, at 100 Sheffield Street, Turffontein:

Portion 1 of Erf 116, Turfffontein Township, Registration Division IR, Transvaal, measuring 800 m^2, held by the Defendants under Deed of Transfer T61632/1992, being 131 Park Crescent, Turffontein, Johannesburg.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The dwelling consists of lounge, dining-room, three bedrooms, bathroom/w.c., kitchen and laundry.

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

The purchaser shall, on the day of the sale, pay 5% (five per centum) auctioneer's charges on the proceeds of the sale up to 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.

Danie Erasmus, Jay & Partners, Plaintiff's Attorneys, Level 6, Sunnyside Ridge, Sunnyside Drive (entrance at intersection of Carse O'Gowrie and Princess of Wales Roads), Parktown; P.O. Box 87160, Houghton, 2041. [Tel. (011) 484-2828.] (PH 630/DX 589 Jhb.) [Fax. (011) 484-7548.] (Ref. 101771/Mr Livingstone/le.)

Case 4914/95
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 **Swart, Hendrick Jurgens,** First Defendant, and **Swart, Johanna Catharina Louise,** Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the office of the Sheriff of the Supreme Court, for Randfontein at 40 Park Street, Randfontein on Friday, 22 September 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 for Randfontein, at 40 Park Street, Randfontein:

Holding 3, Dwarskloof Agricultural Holdings, Registration Division IQ, Transvaal, measuring 2,8648 hectares, held by the Defendants under Deed of Transfer T8936/94, being Stand 3, Dwarskloof, Randfontein.

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

The dwelling consists of two bedrooms, lounge, kitchen, bathroom, w.c. and two outbuildings.

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

The purchaser shall, on the day of the sale, pay 5% (five per centum) auctioneer's charges on the proceeds of the sale up to a price of R20 000 (twenty thousand rand) and thereafter 3% (three per centum) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg this 2nd day of August 1995.

Danie Erasmus, Jay & Partners, Plaintiff's Attorneys, Level 6, Sunnyside Ridge, Sunnyside Drive (entrance at intersection of Carse O'Gowrie and Princess of Wales Roads), Parktown; P.O. Box 87160, Houghton, 2041. [Tel. (011) 484-2828.] (PH 630/DX 589 Jhb.) [Fax. (011) 484-7548.] (Ref. 101627/Mr Livingstone/le.)

Case 25142/94
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 **Da Silva Dias, Albina Maria,** Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suite, a sale without reserve will be held at 131 Marshall Street, Johannesburg, on Thursday, 21 September 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 South at 100 Sheffield Street, Turffontein:

Erf 840, Regents Park Extension 7 Township, Registration Division IR, measuring 515 m^2, held by the Defendant under Deed of Transfer T17010/1992, being 17 Widman Street, Regents Park Extension 7, 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 with toilet, separate toilet and shower, kitchen, patio and two carports.

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

The purchaser shall, on the day of the sale, pay 5% (five per centum) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per centum) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg this 28th day of July 1995.

Danie Erasmus, Jay & Partners, Plaintiff's Attorneys, Level 6, Sunnyside Ridge, Sunnyside Drive (entrance at intersection of Carse O'Gowrie and Princess of Wales Roads), Parktown; P.O. Box 87160, Houghton, 2041. [Tel. (011) 484-2828.] (PH 630/DX 589 Jhb.) [Fax. (011) 484-7548.] (Ref. 100360/Mr Georgiades/le.)

Case 09703/95
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 **Lehutso, Jimmy Mapaiane,** Defendant

In execution of 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, 21 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 De Klerk Vermaak & Partners, Overvaal, 28 Kruger Street, Vereeniging:

The right of leasehold in respect of Site 606, Drieziek Extension 2 Township, Registration Division IQ, Transvaal, measuring 84 m^2, held by the Defendant under Certificate of Registered Grant of Leasehold TL27775/93, being 606 Ole Street, Drieziek Extension 2.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The dwelling consists of two bedrooms, lounge, kitchen, bathroom and 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 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 centum) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg this 2nd day of August 1995.

Routledges Inc., Plaintiff's Attorneys, First Floor, Colosseum, 41 Kruis Street, Johannesburg. (Tel. 331-0511.) (Ref. Z98941/JHBFCLS/Mr McCallum/cvdn.)

Case 12502/95
PH 267

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Syfrets Bank Limited,** Plaintiff, and **Denben Investments CC,** First Defendant, and **Burstain, Ben-Zion,** Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court at 131 Marshall Street, Johannesburg on Thursday, 28 September 1995 at 10:00, of the undermentioned immovable property of the First Defendant on the conditions which will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Johannesburg East, at 131 Marshall Street, Johannesburg:

Erf 1112, Yeoville Township, Registration Division IR, Transvaal, measuring 587 m^2, held by the First Defendant under Deed of Transfer T47982/1987, being corner of Louis Botha Avenue and Fortesque Road, Yeoville.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The dwelling consists of block of flats partly demolished for the purpose of rebuild with various sections in partial state of completion.

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 24th day of July 1995.

Routledges Inc., Plaintiff's Attorneys, First Floor, Colosseum, 41 Kruis Street, Johannesburg. (Tel. 331-0511.) (Ref. I91046/Mr Nesbit/ca.)

Saak 9265/94

IN DIE LANDDROSHOF VIR DIE DISTRIK ROODEPOORT GEHOU TE ROODEPOORT

In die saak tussen **Eerste Nasionale Bank van Suidelike Afrika Beperk,** Eiser, en **Maria Cecilia Miller,** Verweerder

Ter uitwinning van 'n vonnis in die Landdroshof, Roodepoort, in bogemelde saak op 26 September 1994 sal 'n verkoping gehou word op 22 September 1995 om 10:00, by die verkoopslokaal van die Balju, Progresslaan 182, Technikon, Roodepoort van die ondervermelde eiendom van die Verweerder onderworpe aan die voorwaardes wat deur die Balju, Roodepoort, gelees sal word ten tye van die verkoping welke voorwaardes by die Baljukantoor, Roodepoort, ter insae sal lê:

Erf 246, Florida-dorpsgebied, Registrasieafdeling IQ, provinsie Pretoria–Witwatersrand–Vereeniging, groot 2 162 (twee duisend een honderd twee-en-sestig) vierkante meter, gehou deur Verweerder kragtens Akte van Transport T8512/80.

Die eiendom is gesoneer Residensieel 1 en is geleë te 47 Alexanderstraat, Florida, en bestaan uit: Sitkamer, gesinskamer, eetkamer, twee badkamers, vier slaapkamers, gang, kombuis, twee bediendekamers, stoorkamer, enkel motorhuis, tuin, sinkdak, steen mure, staal vensterrame en omhein alhoewel geen waarborg in hierdie verband gegee word nie.

Voorwaardes: 10% (tien persent) van die koopprys en afslaersgelde in kontant op die dag van die verkoping en die balans teen registrasie van transport. Ten opsigte van die balans moet 'n bankwaarborg of ander aanneembare waarborg binne 21 dae vanaf die datum van die verkoping aan die Balju verskaf word. Die volledige verkoopvoorwaardes kan ingesien word ten kantore van die Balju, 182 Progresslaan, Technikon, Roodepoort.

Gedateer te Roodepoort op die 18de dag van Augustus 1995.

A. M. Claassen, vir Claassen Coetzee, Eiser se Prokureurs, Eerste Verdieping, NBS-gebou, Kerkstraat; Posbus 303, Roodepoort. (Tel. 760-1062.) (Verw. AMC/EM556/359/94.)

Saak 12312/95

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **ABSA Bank Beperk,** Eiser, en **William Matome Sape,** Eerste Verweerder, en **Mmashela Jacqueline Sape,** Tweede Verweerder

'n Eksekusieverkoping word gehou deur die Balju, Tzaneen, voor die landdroskantoor te Morganstraat, Tzaneen op 22 September 1995 om 10:00 van:

Erf 323, geleë in die dorpsgebied Duiwelskloof-uitbreiding 3, Registrasieafdeling LT, Transvaal, groot 1 266 vierkante meter, gehou kragtens Akte van Transport 6961/95, beter bekend as Uitzichtstraat 58, Duiwelskloof.

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, twee slaapkamers en badkamer.

Besigtig voorwaardes by die Balju, Tzaneen te Grensstraat 50, Tzaneen.

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

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 the Sheriff, Brakpan at 439 Prince George Avenue, Brakpan, on Friday 22 September 1995 at 10:00, 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 2050, Dalpark Extension 6 Township, Registration Division IR, Transvaal, situated at 41 Gamkarivier Street, Dalpark Extension 6, Brakpan, area 1 004 (one thousand and four) square metres.

Improvements: (Not guaranteed): Lounge, living-room, dining-room, three bedrooms, two bathrooms, 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 to 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 22nd day of August 1995.

Maisels Smit & Lowndes, Attorneys for Plaintiff, Second Floor, Nedbank Park, 13 Girton Road, Parktown, Johannesburg. (Tel. 484-1777.) (Ref. F1843/DA/tf.)

Saak 1262/95

IN DIE LANDDROSHOF VIR DIE DISTRIK HOËVELDRIF GEHOU TE EVANDER

In die saak tussen **ABSA Bank Beperk,** Eiser, en **Casper Jeremia Labuschagne von Beneke,** Verweerder

Ingevolge 'n vonnis van die bogemelde Agbare Hof toegestaan op 20 Junie 1995, sal die volgende vaste eiendom in eksekusie verkoop word by die ondergemelde perseel op Dinsdag, 19 September 1995 om 10:00, aan die hoogste bieder, naamlik:

Erf 1100, Evander-uitbreiding 2-dorpsgebied, Registrasieafdeling IS, Transvaal, groot 833 (agthonderd drie-en-dertig) vierkante meter, gehou kragtens Akte van Transport T48916/89, beter bekend as Londonweg 2, Evander.

Terme: Tien persent (10%) van die koopprys in kontant betaalbaar ten tye van die verkoping en die balans teen registrasie van transport, verseker te word deur 'n goedgekeurde bank- of bouverenigingwaarborg, gelewer te word binne 21 (een-en-twintig) dae daarna, asook 4% (vier persent) afslaerskommissie wat betaalbaar is met die toeslaan van die bod.

Die verkoopvoorwaardes mag gedurende kantoorure by die kantoor van die Balju, Cornellweg 21, Evander, besigtig word.

Geteken te Secunda op hierdie 24ste dag van Augustus 1995.

Els Prokureurs, Prokureurs vir Eiser, Checkersgebou, Posbus 47, Secunda. (Tel. 34-7788/34-7739.) (Verw. mev. Louw/eh.)

Case 11987/95

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **The Standard Bank of SA Ltd,** Plaintiff, and **Burgert Francois Oosthuizen,** Defendant

In terms of a judgment of the Supreme Court of South Africa (Transvaal Provincial Division) in the above-mentioned suit, a sale will be held at NG Sinodal Centre, 234 Visagie Street, Pretoria on Tuesday, 19 September 1995 at 14:00, of the undermentioned property of the Defendant on the conditions to be read out by the auctioneer at the time of the sale and which conditions may be inspected at Messcor House, 30 Margaretha Street, Pretoria Central, prior to the sale:

(a) Section 36 as shown and more fully described on Sectional Plan SS61/1980, in the scheme known as Muckleneuk Lanterns (also known as 406 Muckleneuk Lanterns 180, Bourke Street, Muckleneuk), in respect of the land and building or buildings situated at Muckleneuk Township, Pretoria Local Authority of which the floor area, according to the said sectional plan, is 58 (fifty eight) square metres in extent; and

(b) an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan, held under Certificate of Registered Sectional Title ST61/19080 (36) (Unit).

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: Simplex consisting of living-room, kitchen, bedroom, bathroom and w.c.

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

Dated at Pretoria this the 22nd day of August 1995.

E. M. Eybers, for Adams & Adams, Shorburg, 429 Church Street, Pretoria. [Tel. (012) 320-8500.] (Ref. EME/ep S705/95.)

Case 113976/94
PH 391 L1

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

In the matter between **Anita Jeanette Sapire,** Plaintiff, and **Charmaine Ann Gillman,** Defendant

Pursuant to a judgment of the above Honourable Court, dated 1 December 1994, and warrant of execution dated 2 December 1994, the undermentioned immovable property will be sold in execution by public auction to the highest bidder at 10:00, on 22 September 1995, in front of the Courthouse, Fox Street entrance, Johannesburg:

Certain Portion 1, of Erf 467, Kew Township, Registration Division IR, Transvaal, in extent 1487 (one thousand four hundred and eighty-seven) square metres, held under Deed of Transfer T82757/94 dated the 19 October 1994, situated at 88 First Avenue, Kew, Johannesburg. No warranty or undertaking is given in relation to the nature of the improvements, which are described as follows:

Improvements: Three bedrooms, lounge, dining-room, playroom, study, two bathrooms (one en suite), tiled floors in bathrooms and novilon in the kitchen, carpeted throughout. Brick plastered and painted walls, iron roof, pool. Precast boundary wall with electronic gates. *Outbuildings:* Maids quarters with toilet, flatlet with bathroom and toilet.

Terms:

(1) 10% (Ten percentum) of the purchase price in cash on the day of the sale, the balance payable against registration of transfer, to be secured by a bank or building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale.

(2) Auctioneer's charges, payable on the sale of sale, to be calculated as follows: 5% (five percentum) of the purchase price of the property sold up to R20 000 (twenty thousand rand) and 3% (three percentum) on the balace of the purchase price subject to a maximum of R6 000 (six thousand rand) with a minimum of R200 (two hundred rand) plus VAT on the proceeds of the sale.

Conditions of sale:

(1) The property shall be sold without reserve and to the highest bidder and shall be subject to the terms and conditions of the Magistrate's Court Act and the rules made thereunder and of the title deeds insofar as these are applicable.

(2) The full conditions of sale may be inspected at the office of the Sheriff of the Magistate's Court, Johannesburg East, First Floor, 131 Marshall Street, Johannesburg.

K. H. Lang, for Keith H. Lang, Attorney for Plaintiff, 109 Eckstein Street, corner of Kloof Street, Observatory, Johannesburg. [Tel. (011) 648/2866/1124.] (Ref. Mr Lang/dpl.)

Saak 52017/94

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **ABSA Bank Beperk,** Eiser, en **GRC Eiendomme BK,** Eerste Verweerder, en **J. A. C. Niemandt,** Tweede Verweerder.

'n Eksekusieverkoping word gehou deur die Balju Pretoria-Sentraal te NG Sinodalesentrum, Visagiestraat 234, Pretoria, op 19 September 1995 om 14:00 van:

Resterende gedeelte van Gedeelte 7 ('n gedeelte van Gedeelte 1) van Erf 226, geleë in die dorp Rietfontein, Registrasie Afdeling JR, Transvaal, groot 1061 vierkante meter, gehou kragtens Akte van Transport T29263/93, beter bekend as Fredrieka-straat 794, Rietfontein.

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

Verbeterings: 'n Baksteen woonhuis met sinkdak, staalplafonne en volvloermatte, bestaande uit 'n ingangsportaal, sitkamer, kombuis, drie slaapkamers, badkamer met bad en toilet en badkamer met stort en toilet. *Buitegeboue:* Enkel motorhuis, twee motorafdakke, bediendekamer, toilet en waskamer. Die eiendom is gesoneer vir woondoeleindes.

Besigtig voorwaardes by Balju Pretoria-Sentraal, Messcorhuis, Margarethastraat 30, Pretoria.

W. H. Kriel, vir Tim du Toit & Kie Ingelyf. (Tel. 320/7653.) (Verw. Mej Kriel/avg.)

Saak 3301/94

IN DIE LANDDROSHOF VIR DIE DISTRIK BOKSBURG GEHOU TE BOKSBURG

In die saak tussen **Pretoria Bank Beperk,** Eiser, en **L. Themba,** Verweerder

Geliewe kennis te neem dat ingevolge uitspraak van bogenoemde Agbare Hof gedateer 18 Oktober 1994 en daaropvolgende lasbrief vie eksekusie die hierna gemelde eiendom om 11:15 op 29 September 1995 te die Baljukantore, Leeuwpoortstraat 182, Boksburg, geregtelik verkoop sal word, naamlik:

Erf 11593, Vosloorus-uitbreiding 14, en neem verder kennis dat die verkoopvoorwaardes by die kantore van die Balju, Leeuwpoortstraat 182, Boksburg, ter insae lê en behels onder andere die volgende:

(1) Tien 10% (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) Reserwe prys wat op veiling aangekondig sal word.

Gedateer te Boksburg op hede die 10de dag van Augustus 1995.

D. J. Koekemoer, vir Koekemoer, Kotze & Vennote, Grondvloer, I.V.H. Sentrum, Leeuwpoortstraat 142, Boksburg, Posbus 1314, Docex 3, Boksburg, 1460. (917-9577/8/9.) (Verw. M. Olivier/U16.)

Saak 23912/94

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **ABSA Bank Beperk,** Eiser, en **Johannes Mathys Gründling,** Verweerder

'n Verkoping in eksekusie word gehou deur die Balju Oberholzer, voor die Landdroskantore, Van Zyl Smitstraat, Oberholzer, op 22 September 1995 om 10:00, van die volgende vaste eiendom:

Gedeelte 120 ('n gedeelte van Gedeelte 20) van die plaas Wonderfontein 103, Registrasie Afdeling IQ, Transvaal, groot 8,5653 hektaar, gehou kragtens Akte van Transport T27358/1990.

Die eiendom is gesoneer as Landbouhoewe en beskik oor inryteater- en verbandhoudende regte, en is verbeter met die oprigting van 'n woning bestaande uit die volgende:

Drie slaapkamers, badkamer met toilet, aparte badkamer en aparte toilet, familiekamer, sitkamer, eetkamer, kombuis, dubbel motorhuis, buitegeboue bestaande uit bediendekamer, werkswinkel/stoor en swembad.

Besonderhede van die verbeterings op die eiendom word hierbo verstrek, maar nie gewaarborg nie.

Besigtig verkoopvoorwaardes by Balju, Central Laan, Hoewe 30, Watersedge, Oberholzer.

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

Saak 9872/95

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **Standard Bank van SA Beperk** (62/00738/06), Eiser, en **Primaforce (Struben Street) (Pty) Ltd,** Eerste Verweerder, **Rhoda Elizabeth van der Westhuizen,** Tweede Verweerder, en **Elizabeth Georgina Kruger,** Derde Verweerder

Ten uitvoerlegging van 'n vonnis van bogemelde Hof en 'n lasbrief vir eksekusie word die volgende eiendom van die Tweede Verweerder in eksekusie verkoop op Woensdag, 27 September 1995 om 10:00 deur die Balju vir die Hooggeregshof, Pretoria-Suid, gehou te Strubenstraat 142, Pretoria, Gauteng, aan die hoogste bieder:

Erf 2044, geleë in die dorp Wierda Park-uitbreiding 2, Registrasieafdeling JR, provinsie Gauteng, groot 1 285 vierkante meter, gehou kragtens Akte van Transport T36401/1987.

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

Straatadres: Evanderstraat 64, Wierda Park-uitbreiding 2, Centurion Park.

Verbeterings: Teëldakwoonhuis met sierstene, drie slaapkamers, sitkamer, eetkamer, familiekamer, kombuis, twee badkamers, aparte toilet, jacuzzi uit hoofslaapkamer, matte in sit- en slaapkamers, alle ander vertrekke het teëlvloere, twee garages, motorafdak, twee huishulpkamers, buite toilet, twee buite gastekamers en voorafvervaardigde omheining.

Reserweprys: Die eiendom word sonder reserweprys verkoop.

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

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

Verkoopvoorwaardes: Dit lê ter insae by die kantoor van die Balju vir die Hooggeregshof, Pretoria-Suid, te Edenpark, Hoewe 83, Lyttelton-landbouhoewes, Centurion Park.

Gedateer te Pretoria hierdie 24ste dag van Augustus 1995.

Haasbroek en Boezaart Ing., Eiser se Prokureurs, Tweede Verdieping, Momentumsentrum Westoring, Pretoriusstraat, Posbus 2205, Pretoria. [Tel. (012) 322-4401.] (Verw. V. Rensburg/Z9527/95/BVDM.)

Case 9888/94
PH 136

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **First National Bank of Southern Africa Limited,** Plaintiff, and **Crane, Gilian Lee,** Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be conducted by the Sheriff, Pretoria South, at the Salesrooms of the Sheriff at 142 Struben Street, Pretoria, on Wednesday, 27 September 1995 at 10:00, of the undermentioned property of the Defendant on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection, prior to the sale, at the offices of the Sheriff, Pretoria South at Edenpark, Plot 83, Lyttelton Agricultural Holdings, Verwoerdburgstad:

Portion 25 (a portion of Portion 3), of the farm Diepsloot 388, Registration Division JR, Transvaal, situated at Plot 25, Partridge Road, Diepsloot, measuring 9,0862 (nine comma zero eight six two) hectares, held under Deed of Transfer T25981/93.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: *Main building:* kitchen, pantry, entrance hall, lounge, dining-room, four bedrooms and two bathrooms. *Outbuildings:* Two cottages each consisting of kitchen, two rooms and bathroom; one cottage consisting of room, kitchen and bathroom; servants' quarters, stables, double garage, borehole and swimming-pool.

Zoning: Agricultural holdings.

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

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

Dated: 21 August 1995.

C. B. McEwan, Plaintiff's Attorneys, Office 100, Ground Floor, Klerck & Barret Centre, 70 Grayston Drive, Benmore. (Tel. 783-2091.) (Ref. Mr McEwan/sab/6C488.)

Case 31092/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

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

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the offices of the Sheriff, Brakpan, at 439 Prince George Avenue, Brakpan, on 22 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, proor to the sale:

Certain Erf 266, Leachville Extension 2 Township, Registration Division IR, Transvaal, situated at 5 Leeu Avenue, Leachville Extension 2, Brakpan, measuring 931 (nine hundred and thirty-one) square metres.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: Building built of brick and plaster, tiled roof, comprising lounge, dining-room, kitchen, dining-room, kitchen, three bedrooms and bathroom.

Terms: 10% (ten per centum) of the purchase price in cash on the day of the sale, the balance payable 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 22nd day of August 1995.

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

Case 13121/95

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **NBS Bank Limited,** Plaintiff, and **Ndlovu Bafana Robert,** First Defendant, and **Tshabangu Petunia Lindiwe,** 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 24 July 1995, will be sold in execution on Friday, 22 September 1995 at 10:00, at the offices of the Sheriff of the Supreme Court, 50 Edwards Avenue, Westonaria, to the highest bidder:

Erf 1724, Lawley Extension 1 Township, Registration Division IQ, Transvaal, in extent 400 (four hundred) square metres, situated at 1724 Pompano Crescent, Lawley Extension 1, Westonaria.

The following improvements are reported to be on the property, but nothing is guaranteed: *Residence:* Single-storey dwelling, detached. *Walls:* Brick and plaster. *Roof:* Tile. *Floor:* Cement finish. *Rooms:* Lounge, kitchen, three bedrooms, bathroom and toilet. *Outbuildings:* None. *Boundary:* Fenced. *Improvements:* Fence.

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, 50 Edwards Street, Westonaria, for the Supreme Court. A substantial bank loan can be raised for an approved purchaser with prior approval.

Dated at Johannesburg on the 21st day of August 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/1409.) (Docex. DX.571.)

Case 25951/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **NBS Bank Limited,** Plaintiff, and **Van Vreden, Gary Malcolm,** First Defendant, and **Van Vreden, Sadie Maria,** 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 24 July 1995, will be sold in execution on Thursday, 21 September 1995 at 10:00, in front of the offices of the Sheriff of the Supreme Court, 131 Marshall Street, Johannesburg, to the highest bidder:

Erf 715, Malvern Township, Registration Division IR, Transvaal, in extent 495 (four hundred and ninety-five) square metres, situated at 156 Persimmon Road, Malvern, Johannesburg.

The following improvements are reported to be on the property, but nothing is guaranteed: *Residence:* Single-storey dwelling, detached. *Walls:* Brick. *Roof:* Corrugated iron. *Floor:* Fitted carpets. *Rooms:* Lounge, dining-room, kitchen, two bedrooms, bathroom and two toilets. *Outbuildings:* Single garage, servant's room, toilet and shower. *Boundary:* Concrete walls. *Improvements:* Paving, walls and swimming-pool.

Conditions of sale: The purchase price will be payable as to a deposit in cash of 10% (ten per cent) and the balance against transfer. The full conditions of sale which will be read immediately prior to the sale, may be inspected at the Sheriff's Office, 131 Marshall Street, Johannesburg, for the Supreme Court. A substantial bank loan can be raised for an approved purchaser with prior approval.

Dated at Johannesburg on the 17th day of August 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/802.) (Docex. DX.571.)

Case 13093/95

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **NBS Bank Limited,** Plaintiff, and **Motsele Bani Samuel,** First Defendant, and **Sambo Rebecca,** Second Defendant

In pursuance of a judgment in the Supreme Court (Witwatersrand Local Division) and writ of execution, the property listed hereunder which was attached on 2 August 1995, will be sold in execution on Friday, 22 September 1995 at 10:00, at the offices of the Sheriff of the Supreme Court, 50 Edwards Avenue, Westonaria, to the highest bidder:

Erf 1138, Lawley Extension 1 Township, Registration Division IQ, Transvaal, in extent 400 (four hundred) square metres, situated at 1138 Tarpon Crescent, Lawley Extension 1, Westonaria.

The following improvements are reported to be on the property, but nothing is guaranteed: *Residence:* Single-storey dwelling, detached. *Walls:* Brick and plaster. *Roof:* Tile. *Floor:* Grano. *Rooms:* Lounge, kitchen, two bedrooms, bathroom and toilet. *Outbuildings:* None. *Boundary:* Fenced. *Improvements:* None.

Conditions of sale: The purchase price will be payable as to a deposit in cash of 10% (ten per 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, 50 Edwards Avenue, Westonaria, for the Supreme Court. A substantial bank loan can be raised for an approved purchaser with prior approval.

Dated at Johannesburg on the 21st day of August 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/1420.) (Docex. DX.571.)

Case 33313/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **NBS Bank Limited,** Plaintiff, and **Staalmeester Henry,** First Defendant, and **Staalmeester Anna Elizabeth,** 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 24 February 1995, will be sold in execution on Thursday, 21 September 1995 at 10:00, in front of the offices of the Sheriff of Supreme Court, 131 Marshall Street, Johannesburg, to the highest bidder:

Erf 2340, Eldoradopark Extension 1 Township, Registration Division IQ, Transvaal, in extent 312 (three hundred and twelve) square metres, situated at 10 Harvard Road, Eldoradopark Extension 1.

The following improvements are reported to be on the property, but nothing is guaranteed: *Residence:* Single-storey dwelling, detached. *Walls:* Brick and plaster. *Roof:* Asbes. *Floor:* Tiles. *Rooms:* Lounge, kitchen, two bedrooms, bathroom and toilet. *Outbuilding:* Carport. *Boundary:* Concrete walls. *Improvements:* Walls, paving and gates.

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

Dated at Johannesburg on the 21st day of August 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/1299.) (Docex. DX.571.)

Case 2273/93
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 **Theron, Johannes Daniël Dawid,** Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the office of De Klerk, Vermaak & Partners, Overvaal Building, 28 Kruger Avenue, Vereeniging, on 28 September 1995 at 10:00, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of De Klerk, Vermaak & Partners, Overvaal Building, 28 Kruger Avenue, Vereeniging, prior to the sale:

Certain Portion 1 of Erf 325, situated in the Township of Three Rivers, Registration Division IQ, Transvaal, being 31A Sugarbush Drive, Three Rivers, Vereeniging, measuring 3 904 (three thousand nine hundred and four) 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 iron roof, comprising kitchen, lounge/dining-room, study, bar, sewing room, laundry, pantry, three bedrooms, two bathrooms with outbuildings with similar construction comprising two garages, servant's room, toilet, bathroom, cottage and swimming-pool.

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

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

Dated at Johannesburg this 22nd day of August 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/T112.)

Case 13748/95
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 **Diphukwane, Tolly Kgosietsile,** First Execution Debtor, and **Diphukwane, Lizzie Tumelo,** 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 28 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, Soweto West, 32 Von Brandis Street, Johannesburg, prior to the sale:

Certain Erf 1929, situated in the Township of Protea North, Registration Division IQ, Transvaal, being 1929 Protea North, Johannesburg, measuring 357 (three hundred and fifty-seven) square metres.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: A detached single storey brick built residence with 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% (thre per centum) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg this 22nd day of August 1995.

B. W. Webber, for Ramsay, Webber & Co., Plaintiff's Attorneys, Fifth Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/bt/D.363.)

Case 10578/95

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Khoza, Emmanuel Shanese,** Defendant

In execution of a judgment of the Supreme Court of South Africa (Transvaal Provincial Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff in front of the main entrance to the Magistrate's Court, Fochville, on 22 September 1995 at 10:00, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the office of the Sheriff, at 20 Borrius Street, Baillie Park, Potchefstroom, prior to the sale:

Erf 3335, Wedela Extension 1 Township, Registration Division IQ, Tranvaal, measuring 192 (one hundred and ninety-two) square metres, situated at 3335 Rhino Street, Wedela Extension 1 Township.

The following information is furnished in respect of the improvements, though in this respect nothing is guaranteed: Dwelling under tiled roof, two bedrooms, bathroom and two other rooms.

The property is zoned Residential.

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

Auctioneers 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 14th day of August 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. K45368/PC.)

Case 17045/90

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **The Standard Bank of South Africa Limited,** Plaintiff, and **Chimzima, Isaac,** First Defendant, and **Chimzima, 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 office of the Sheriff, 131 Marshall Street, Johannesburg, on 21 September 1995 at 10:00, of the undermentioned property of the Defendants on the conditions to be read out by the auctioneer at 131 Marshall Street, Johannesburg, and the full conditions of sale may be inspected at the offices of the Sheriff of the Court, Johannesburg West, Second Floor, TFC House, 32 Von Brandis Street, Johannesburg, prior to the sale:

All right, title and interest in the leasehold in respect of Erf 5038, Chiawelo Extension 4 Township, Registration Division IQ, Transvaal, measuring 292 (two hundred and ninety-two) square metres, situated at Erf 5038, Chiawelo Extension 4 Township.

The following information is furnished in respect of the improvements, though in this respect nothing is guaranteed: Dwelling consisting of lounge, dining-room, three bedrooms, 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.

Auctioneers 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 16th day of August 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. C12389/SC.)

Case 5126/92

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **The Standard Bank of South Africa Limited,** Plaintiff, and **Selone, Manasse,** First Defendant, and **Selone, Patience Thandi,** Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the office of the Sheriff, 131 Marshall Street, Johannesburg, on 21 September 1995 at 10:00, of the undermentioned property of the Defendants on the conditions to be read out by the auctioneer at 131 Marshall Street, Johannesburg, and the full conditions of sale may be inspected at the offices of the Sheriff of the Court, Johannesburg West, Second Floor, TFC House, 32 Von Brandis Street, Johannesburg, prior to the sale:

Erf 3319, Moroka Township, Registration Division IQ, Transvaal, measuring 264 (two hundred and sixty-four) square metres, situated at Erf 3319, Moroka 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, 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.

Auctioneers 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 14th day of August 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. S20339/SC.)

Case 14877/91

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **The Standard Bank of South Africa Limited,** Plaintiff, and **Mazibuko, Samuel,** First Defendant, and **Mazibuko, 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 office of the Sheriff, at 182 Leeupoort Street, Boksburg, on 22 September 1995 at 11:15, of the undermentioned property of the Defendants on the conditions which will lie for inspection at the offices of the Sheriff, at 182 Leeupoort Street, Boksburg, prior to the sale:

Erf 7527, Vosloorus Extension 9 Township, Registration Division IR, Transvaal, measuring 335 (three hundred and thirty-five) square metres, situated at Erf 7527, Vosloorus Extension 9 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, bedroom, bathroom and toilet.

The property is zoned.

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 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 10th day of August 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. M15199/SC.)

Case 45572/95

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

In the matter between **ABSA Bank Limited** (Allied Division), Plaintiff, and **Carmen Corlia Barnard,** Defendant

A sale will be held at NG Sinodale Centre, 234 Visagie Street, Pretoria, on Tuesday, 19 September 1995 at 14:00, of:

Section 18, as shown on Sectional Plan SS162/86 in the building Springbok, situated at Portion 1 of Erf 394, Arcadia Township, Local Authority, City Council of Pretoria, measuring 48 square metres; and

An undivided share in the common property in the land and building held under Deed of Transfer ST40667/94 dated 9 June 1994, known as Flat 26, Springbok, 560 Park Street, Arcadia.

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

Inspect conditions at Sheriff Pretoria Central, Messcor House, 30 Margaretha Street, Pretoria.

J. A. Alheit, for MacRobert De Villiers Lunnon & Tindall Inc. (Tel. 328-6770.) (Ref. N1/A-443656/JAA/J. S. Herbst.)

Case 44565/95

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

In the matter between **ABSA Bank Limited** (Allied Division), Plaintiff, and **Cornelia Jacoba Elizabeth Mostert,** Defendant

A sale will be held at NG Sinodale Centre, 234 Visagie Street, Pretoria, on Tuesday, 19 September 1995 at 14:00, of:

The Remaining Extent of Erf 173, situated in the Town of Jan Niemandpark, Registration Division JR, Transvaal, measuring 743 square metres, known as 53 Wolmarans Street, Jan Niemandpark, 0186.

Particulars are not guaranteed: Dwelling with lounge, dining-room, kitchen, three bedrooms and two bathrooms.

Inspect conditions at Sheriff Pretoria North East, 1210 Pretorius Street, Hatfield, Pretoria.

J. A. Alheit, for MacRobert De Villiers Lunnon & Tindall Inc. (Tel. 328-6770.) (Ref. N1/A-443667/JAA/J. S. Herbst.)

Case 509/94

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

In the matter between **ABSA Bank Ltd,** trading as Trust Bank, Plaintiff, and **A. J. Smit,** trading as L & J Algemene Dienste, Defendant

Pursuant to a judgment granted by the above Honourable Court and a writ of execution issued herein the immovable property described hereunder will be sold in execution on 29 September 1995 at 10:00, at the Magistrate's Court, Delville Street, Witbank, to the highest bidder:

Half share of the farm Zeekoewater 311, situated in the Township of Witbank, Registration Division JS, Transvaal, measuring 8 565 square metres, held by Deed of Transfer T20745/1978 and T10231/1988, better known as the farm Zeekoewater, Portion 60, and which consists of:

Half share of the farm and dwelling-house with three bedrooms, bathroom, toilet, lounge, dining-room, study, kitchen and outbuilding.

The particulars mentioned above are for information only and are not guaranteed.

Most important conditions of sale: 10% (ten per centum) deposit payable on date of sale, balance of purchase price payable on registration of transfer to be secured by delivery of acceptable guarantees within 14 (fourteen) days of date of sale, purchaser shall pay the Sheriff's commission. The purchaser shall pay interest payable to the Preferent Creditors (if any) as from date of sale up to date of registration of transfer. Complete set of conditions of sale, which will be read out immediately before the sale, is available for inspection at the offices of attorneys for Exectuion Creditor and the Sheriff of the Magistrate's Court, Witbank.

J. S. Willemse, for Jaffit Goodman & Henning, Plaintiff's Attorneys, First Floor, Gempark, corner of Elizabeth and Arras Streets, Witbank. [Tel. (0135) 656-2574.] (Ref. C. du Preez/CT0787.)

Case 13734/95
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 **Moodley, Thyran,** First Defendant and **Moodley, Rosata,** Second Defendent

In execution of 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, 131 Marshall Street, Johanesburg, on 21 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:

1. A unit consisting of:

(a) Section 15, as shown and more fully described on Sectional Plan SS243/94, in the scheme known as Winfield Village in respect of the land and building or buildings situated at Kibler Park Township, Johannesburg Local Authority of which the floor area is 65 (sixty-five) square metres in extent; and

(b) an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan, held under Certificate of Registered Sectional Title ST52915/1994 (15) (Unit).

2. Exclusive use areas described as:

(a) Yard Y15, measuring 50 (fifty) square metres in extent, being as such part of the common property, comprising the land and scheme known as Winfield Village in respect of the land and building or buildings situated at Kibler Park Township, Johannesburg Local Authority as shown and more fully described on Sectional Plan SS243/94 held under Notarial Deed of Cession of Exclusive Use Area SK3727/94.

(b) Garden G15, measuring 68 (sixty-eight) square metres in extent being as such part of the common property, comprising the land and scheme known as Winfield Village in respect of the land and building or buildings situated at the Kibler Park Township, Johannesburg Local Authority as shown and more fully described on Sectional Plan 243/94 held under Notarial Deed of Cession of Exclusive Use Area SK3727/94S and situated at Unit 15, Winfield Village, corner of Stanmore Crescent and Oak, Kibler Park, 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 simplex flat consisting of a lounge/dining-room, kitchen, two bedrooms, bathroom and w.c.

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 purpose of obtaining a Clearance Certificate in terms of the relevant Local Authority 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, 131 Marshall Street, Johannesburg.

Dated at Johannesburg on this the 3rd day of August 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/N86349.)

Case 12140/94

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

In the matter between **ABSA Bank Limited** (United Bank Division) (86/04794/06), Plaintiff, and **Siphiwo Wellington Lunika,** First Defendant, and **Florence Fikiswa Lunika,** Second Defendant

In pursuance of a judgment in the Court for the Magistrate of Boksburg, on 30 December 1994 and writ of execution issued pursuant thereto the property listed hereunder will be sold in execution on 22 September 1995 at 11:15, at the office of the Sheriff, 182 Leeuwpoort Street, Boksburg, to the highest bidder:

Certain: All the right, title and interest in the leasehold in respect of Erf 3674, Vosloorus Township, situated on 3674 Mazibuko Street, Vosloorus, in the Township of Vosloorus, District of Boksburg, measuring 260 (two hundred and sixty) square metres.

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

Building built of brick and plaster, tiled roof comprising a lounge, two bedrooms, kitchen, bathroom and w.c.

The conditions of sale:

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

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

Dated at Boksburg on this the 23rd day of August 1995.

Hammond Pole & Dixon Inc., Plaintiff's Attorneys, Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 917-4631.) (Ref: U00421/Mrs Whitson.)

Case 12145/94

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

In the matter between **ABSA Bank Limited** (United Bank Division) (86/04794/06), Plaintiff, and **Mtutuzeli Henry Osborn Malinga,** Defendant

In pursuance of a judgment in the Court for the Magistrate of Boksburg, on 4 January 1995, and writ of execution issued pursuant thereto the property listed hereunder will be sold in execution on 22 September 1995 at 11:15, at the office of the Sheriff, 182 Leeuwpoort Street, Boksburg, to the highest bidder:

Certain: All the right, title and interest in the leasehold in respect of Erf 7305, Vosloorus Extension 9 Township, situated on 7305 Vosloo Extension 9, in the Township of Vosloorus Extension 9, District of Boksburg, measuring 375 (three hundred and seventy five) square metres.

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

Building built of brick and plaster, tiled roof comprising a lounge, three bedrooms, dining-room, kitchen and a bathroom 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 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 23rd day of August 1995.

Hammond Pole & Dixon Inc., Plaintiff's Attorneys, Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 917-4631.) (Ref: U00424/Mrs Teixeira.)

Case 12669/94

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

In the matter between **ABSA Bank Limited** (United Bank Division) (86/04794/06), Plaintiff, and **Buti Johannes Mahlangu,** First Defendant, and **Perfidia Temba Mahlangu,** Second Defendant

In pursuance of a judgment in the Court for the Magistrate of Boksburg, on 23 January 1995 and writ of execution issued pursuant thereto the property listed hereunder will be sold in execution on 22 September 1995 at 11:15, at the office of the Sheriff, 182 Leeuwpoort Street, Boksburg, to the highest bidder:

Certain: All the right, title and interest in the leasehold in respect of Lot 199, Mabuya Park Township, situated on 199 Makhwezane Street, Mabuya Park, Vosloorus, in the Township of Mabuya Park, Vosloorus, District of Boksburg, measuring 294 (two hundred and ninety four) square metres.

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

Building built of brick and plaster, tiled roof comprising a lounge, kitchen, two bedrooms and a bathroom with a w.c.

The conditions of sale:

The purchase price will be payable as to a deposit in cash of 10% (ten per 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 23rd day of August 1995.

Hammond Pole & Dixon Inc., Plaintiff's Attorneys, Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 917-4631.) (Ref: U00434/Mrs Teixeira.)

Case 604/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF ODI HELD AT GA-RANKUWA

In the matter between **Bophuthatswana Building Society,** Plaintiff, and **M. E. Komane,** Defendant

Kindly take notice that in terms of a judgment obtained in the above-mentioned Court and a warrant of execution issued on 13 May 1993, the undermentioned property will be sold in execution on 4 October 1995 at 10:00, at the Magistrate's Court, Odi, Zone 5, Ga-Rankuwa, to the highest bidder, namely:

Site: 4337, Unit 4 in the Township Ga-Rankuwa, District of Odi, extent 725 (seven hundred and twenty-five) square metres, held by virtue of Deed of Grant 1465/91.

Subject to such conditions and servitudes, specified or referred to in the said Deed of Grant 1465/91.

The property is sold voetstoots and no warranties of whatever nature are given in respect of the property or any improvements thereon.

The property is improved by the erection of a dwelling consisting of two bedrooms, lounge and kitchen.

The conditions of sale, which will be read out immediately before the sale by the Messenger of the Court, or his nominee, are available for inspection at the office of the Messenger of the Court.

Signed at Pretoria on this the 24th day of August 1995.

J. J. Smit, for Grobler Smit & Löwe, 359 Paul Kruger Street, Capital Park, Pretoria. (Ref. Mnr Smit/KB/XS4119.)

Case 3537/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF ODI HELD AT GA-RANKUWA

In the matter between **Bophuthatswana Building Society,** Plaintiff, and **L. Moeng,** Defendant

Kindly take notice that in terms of a judgment obtained in the above-mentioned Court and a warrant of execution issued on 6 March 1995, the undermentioned property will be sold in execution on 4 October 1995 at 10:00, at the Magistrate's Court, Odi, Zone 5, Ga-Rankuwa, to the highest bidder, namely:

Site: 7540, Unit S in the Township Mabopane, District of Odi, extent 208 (two hundred and eight) square metres, held by virtue of Deed of Grant 6117/92.

Subject to such conditions and servitudes, specified or referred to in the said Deed of Grant 6117/92.

The property is sold voetstoots and no warranties of whatever nature are given in respect of the property or any improvements thereon.

The property is improved by the erection of a dwelling consisting of two bedrooms, bathroom/toilet, lounge and kitchen.

The conditions of sale, which will be read out immediately before the sale by the Messenger of the Court, or his nominee, are available for inspection at the office of the Messenger of the Court.

Signed at Pretoria on this the 24th day of August 1995.

J. J. Smit, for Grobler Smit & Löwe, 359 Paul Kruger Street, Capital Park, Pretoria. (Ref. Mnr Smit/KB/XS6189.)

SALES IN EXECUTION

All the sales in execution are to be held at the offices of the Sheriff, 51 Loch Street, Meyerton, 1960, on Thursday, 6 October 1995 at 10:00.

Execution Creditor, NEDCOR BANK LIMITED

The hereinafter mentioned properties will be put up for sale, the conditions of sale being:

No warranty or undertaking is given in respect of the nature of the improvements.

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

(b) The price shall bear interest at the rate current from time to time in terms of the mortgage bond over the property, held by the Plaintiff from date of sale to date of payment.

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

(d) The purchaser shall pay all the amounts necessary to obtain transfer of the property, including all costs of transfer, transfer duty, any rentals and other charges due to the local authority, interest etc.

(e) The purchase price shall be paid as 10% (ten per cent) thereof or R400 (four hundred rand), whichever is the greater, together with the Sheriff's auction charges of 5% (five per cent) of the proceeds of the sale, payable by the purchaser, up to the price of R20 000 and thereafter 3% (three per cent) to a maximum of R6 000, with a minimum of R200, immediately after the sale, in cash or by bank guaranteed cheque, and the unpaid balance together with interest on the full purchase price, to be paid or secured by a bank or building society guarantee with interest on the full purchase price, to be paid or secured by a bank or building society guarantee within 14 (fourteen) days from the date of sale.

(f) Failling compliance with the provisions of the conditions of sale, the purchaser may be compelled to pay 10% (ten per cent) of the purchase price as rouwkoop.

(g) The full conditions of sale are available for inspection at the office of the Sheriff, Meyerton.

Case Number: 9449/92.

Judgment debtor: **A. Delpaul.**

Property: Portion 2 (portion of Portion 1) of Erf 304, Highbury, Registration Division IR, Transvaal.

Measuring of property: 8 568 square metres.

Description of property: Eight bedroom dwelling with outbuildings.

Street address of property: Portion 2 (portion of Portion 1) of Erf 304, Highbury, Meyerton.

Interest: 17,25% (seventeen comma two five per cent).

L. M. Barnard, for Snijman & Smullen, Plaintiff's Attorney, Barclays Centre, 29 Leslie Street, P.O. Box 38, Vereeniging, 1930. (Ref. Mrs Davel/6/451.)

Case 125593/93
PH 245/C72

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

In the matter between **Grow-Pro Properties CC,** trading as Grow-Pro Property Consultants, Execution Creditor, and **Mbatha, Lindiwe Virginia,** Execution Debtor

In pursuance of judgment granted on 22 June 1995 in the Johannesburg Magistrate's Court and under a writ of execution issued thereafter the immovable property listed hereunder will be sold in execution on 22 September 1995 at the front entrance of the Court House, Fox Street entrance, Johannesburg, to the highest bidder:

Description: Erf 1368, Protea North, Registration Division IQ, Province of Gauteng, in extent (242) two hundred and forty-two square metres.

Physical address: 1368 Oosthuizen Street, Protea North, Johannesburg.

Improvements: Single storey, detached brick built house with corrugated iron roof (which are not guaranteed to be correct).

Held by the Execution Debtor in her name under Deed of Transfer TL29369/1986.

Terms:

1. The sale will be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.

2. The purchaser shall pay a deposit of 10% (ten per centum) of the purchase price in cash on the day of the sale to the Sheriff of the Magistrate's Court 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 from the date of sale.

3. The purchaser shall pay the Sheriff of the Magistrate's Court, Sheriff's commission and auctioneer's charges of 5% (five per centum) on the proceeds of the sale up to a price of R20 000 and thereafter 3% (three per centum) subject to a maximum fee of R6 000 and a minimum of R100 on the day of the sale.

The full conditions may be inspected at the offices of the Sheriff of the Magistrate's Court, 32 Von Brandis Street, Johannesburg

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

E. Cloete, for Etienne Cloete, Plaintiff's Attorneys, First Floor, Law Chambers, Southdale Shopping Centre, Alamein Road, Southdale, Johannesburg, 2091, P.O. Box 82591, Southdale, 2135. [Tel. (011) 680-6402.] (Ref. PH245/C72.)

Case 12062/95
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 **Nhleko: Henry Mfinleni Muthi,** Defendant

In execution of 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, Roodepoort, at the Salesrooms of the Sheriff, 182 Progress Road, Technikon, District of Roodepoort, on 22 September 1995 at 10:00, of the undermentioned property of the Defendant on the conditions of sale to be read out by the Sheriff at the time of the sale:

Description: The right, title and interest in the leasehold in respect of Erf 419, Mmesi Park Township, Registration Division IQ, Transvaal, measuring 725 (seven hundred and twenty-five) square metres, held under Deed of Transfer TL46189/1990, 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 building of brick walls and tiled roof, consisting of lounge, kitchen, three bedrooms, two bathrooms, two w.c.'s and 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, 182 Progress Road, Technikon, Roodepoort.

Dated at Johannesburg on this 11th day of August 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/N86176.)

Case 8688/94

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

In the matter between **Fidelity Bank Limited,** Plaintiff, and **George Swats,** First Defendant, and **Sara Alma Swats,** Second Defendant

Pursuant to a judgment granted by the above Honourable Court, the undermentioned property will be sold on 22 September 1995 at 11:15, at the office of the Sheriff, 182 Leeuwpoort Street, Boksburg, to the highest bidder:

The complete conditions of sale may be inspected at the office of the Sheriff.

Certain: A unit consisting of:

(a) Section 1, as shown and more fully described on Sectional Plan SS37/1993, in the scheme known as Erf 169, Windmill Park, in respect of the land and building or buildings, situated at Windmill Park Extension 3 Township, in the area of the Local Authority of Boksburg, of which section the floor area, according to the said section plan is 58 (fifty-eight) square metres in extent; and

(b) an undivided share in the common property in the scheme, apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan (situated at 253 De Waal Drive, Windmill Park, Boksburg).

Date: 16 August 1995.

I. M. Hutchesson, 170 Prince's Avenue, Western Extension, Benoni. (Tel. 422-2934/5.)

Case 6974/94

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

In the matter between **Johannesburg Municipal Second Pension Fund,** Plaintiff, and **Themba Fakude,** Defendant

In pursuance of a judgment in the Court for the Magistrate of Johannesburg and writ of execution dated 21 February 1994, the property listed hereunder will be sold in execution on Friday, 22 September 1995 at 10:00, at the Johannesburg Magistrate's Court, Fox Street Entrance, Johannesburg:

Certain: The right, title and interest in the leasehold in respect of Site 179, Pimville Zone 7 Township, Registration Division IQ, Transvaal, measuring 360 (three hundred and sixty) square metres, held by Certificate of Right of Leasehold TL3165/1986. Zoned Residential.

The following improvements are reported to be on the property, but nothing is guaranteed: A single storey residential building of brick walls and tiled roof, consisting of lounge, dining-room, study, kitchen, three bedrooms, two bathrooms and garage. The boundary has brick walls.

Terms:

1. 10% (ten per cent) of the purchase price in cash on the day of the sale, the balance together with interest thereon at 15,5% (fifteen comma five per cent) per annum, from date of sale, 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 cent) of the purchase price of the property sold up to R20 000 and 3% (three per cent) on the balance of the purchase price, subject to a maximum of R6 000, with a minimum of R200 plus VAT on the proceeds of the sale.

Conditions of sale:

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

2. The full conditions of sale may be inspected at the office of the Sheriff of the Magistrate's Court, 32 Von Brandis Street, Johannesburg.

Moodie & Robertson, Plaintiff's Attorneys, Fifth Floor, African Life Centre, corner of Eloff and Commissioner Streets, Johannesburg. (Tel. 333-6114.) (Ref. Mr Johnson/J81541.)

Case 29351/94
PH 258

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Allianz Insurance Limited,** Execution Creditor, and **Andreas Haramis,** Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale [subject to a reserve price of the sum of: R90 412,91 (ninety thousand four hundred and twelve rand and ninety-one cents) plus interest at 18,25% (eighteen comma two five per cent) per annum, compounded monthly from 2 August 1995 to date of full settlement, both days included, less payments received in the interim plus any additional debits which may be directed to the account during the above-mentioned period and an amount of R1 270,10 (one thousand two hundred and seventy rand and ten cents)] will be held by the Sheriff of the Supreme Court, Alberton, at the Salesroom of the Sheriff, First Floor, Terrace Building, 1 Easton Terrace, New Redruth, Alberton, on Tuesday, 19 September 1995 at 10:00, of the undermentioned immovable property of the Execution Debtor on the conditions which will lie for inspection, prior to the sale, at the office of the Sheriff of the Supreme Court, Alberton, Terrace Building, 1 Eaton Terrace, New Redruth, Alberton:

Erf 1163, Mayberry Park, Registration Division IR, Alberton, Gauteng, measuring 1 250 (one thousand two hundred and fifty) square metres, held under Deed of Transfer T12895/85, the property is situated at 33 Birch Street, Mayberry Park, Alberton.

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

The dwelling consist of three bedrooms, two bathrooms, lounge, dining-room, kitchen and study.

Terms: 10% (ten per cent) of the purchase price in cash immediately upon conclusion of the sale; the balance payable against registration of transfer, to be secured by a bank or building society or other acceptable guarantee to be furnished with 30 (thirty) days from the date of the sale.

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg on this 23rd day of August 1995.

K. B. Bethlehem, for Deneys Reitz, Attorneys for Execution Creditor, 10 Anderson Street, Johannesburg. (Tel. 833-5600.) (Ref. 51/ALL/538/Mr A. J. Chappel/lt.)

Case 409/95

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 **Maxinyo Mhlongo,** Defendant

In pursuance of a judgment in the Court for the Magistrate of Boksburg on 13 February 1995, and writ of execution issued pursuant thereto the property listed hereunder will be sold in execution on 22 September 1995 at 11:15 at the office of the Sheriff, 182 Leeuwpoort Street, Boksburg, to the highest bidder:

Certain: All the right, title and interest in the leasehold in respect of Erf 622, Mabuya Park Township, situated on 622 Tshitwe Street, Mabuya Park, Vosloorus, in the Township of Mabuya Park, Vosloorus, District of Boksburg, measuring 325 (three hundred and twenty-five) square metres.

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

Building built of brick and plaster, tiled roof comprising a lounge, kitchen, bathroom, w.c. and two bedrooms.

The conditions of sale:

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

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

Dated at Boksburg on this the 23rd day of August 1995.

Hammond Pole & Dixon Inc., Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 917-4631.) (Ref. U00453/Mrs Teixeira.)

Case 12668/94

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

In the matter between **ABSA Bank Limited** (United Bank Division) (Reg. No. 86/04794/06), Plaintiff, and **Sipho Maxwell Mabuza,** First Defendant, and **Florence Nellie Mabuza,** Second Defendant

In pursuance of a judgment in the Court for the Magistrate of Boksburg on 13 February 1995, and writ of execution issued pursuant thereto the property listed hereunder will be sold in execution on 22 September 1995 at 11:15 at the office of the Sheriff, 182 Leeuwpoort Street, Boksburg, to the highest bidder:

Certain: All the right, title and interest in the leasehold in respect of Erf 214, Vosloorus Extension 3 Township, situated on 214 Vosloorus Extension 3, District of Boksburg, measuring 418 (four hundred and eighteen) square metres.

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

Building built of brick and plaster, tiled roof comprising a lounge, dining-room, two bedrooms, kitchen and bathroom 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 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 23rd day of August 1995.

Hammond Pole & Dixon Inc., Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 917-4631.) (Ref. U00433/Mrs Teixeira.)

Case 30862/94
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 **Du Plessis, Petronella Gertruida Pienaar** (formerly de Bruin), 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 at 40 Park Street, Randfontein, on 22 September 1995 at 10:00, of the undermentioned property of the Defendant on the conditions which will lie for inspection at 40 Park Street, Randfontein, prior to the sale:

Certain Portion 150 (a portion of Portion 60), of the farm Elandsvlei 249, Registration Division IQ, Transvaal, being 150 Piet Stofberg Road, of the farm Elandsvlei 249, measuring 8,5653 (eight comma five six five three) hectares.

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

A detached single storey brick built residence with iron roof, comprising kitchen, lounge/dining-room, entrance hall, family room, study, laundry, pantry, separate toilet, four bedrooms and two bathrooms, with outbuildings with similar construction comprising of four garages, flatlet comprising of bedroom and bathroom.

Terms: 10% (ten per centum) of the purchase price in cash on the day of the sale, the balance payable against registration of transfer, to be secured by a bank or building society or other acceptable guarantee to be furnished within 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 22nd day of August 1995.

B. W. Webber, for Ramsay, Webber & Co., Plaintiff's Attorneys, Fifth Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/bt/D.284.)

Case 38110/95

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

In the matter between **NBS Bank Limited** (Reg. No. 87/01384/06), Plaintiff, and **Hermanus Jacobus Kriel,** Defendant

In execution of a judgment of the Magistrate's Court, Pretoria, in this suit, the undermentioned property will be sold by the Sheriff of the Court, at 603 Olivetti House, corner of Schubart and Pretorius Streets, Pretoria, on 21 September 1995 at 10:00, to the highest bidder:

Certain Portion 52 of Erf 3318, situated in the Township of Elandspoort, Pretoria, Registration Division JR, Transvaal, measuring 276 square metres, situated at 183 Vergeet-My-Nie Street, Elandspoort, Pretoria.

Terms and conditions:

1. The property will be sold without reserve to the highest bidder and will be subject to the regulations and conditions of the Magistrates' Courts Act and rules proclaimed thereunder and of the regulations of the title deeds act where applicable.

2. The following improvements are known of which nothing is guaranteed:

Description of property: House, lounge/dining-room, kitchen, two bedrooms, bathroom and w.c.

Outbuildings: Single garage, shower and w.c.

Other: Concrete walls, gates, courtyard and brick and concrete paving.

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

Conditions: The full conditions of sale may be inspected at the Sheriff's offices at 607 Olivetti Building, corner of Shubart and Pretorius Streets, Pretoria.

Signed at Pretoria on this 25th day of August 1995.

Shapiro & De Meyer Inc., Third Floor, Shapiro Chambers, Bureau Lane, Pretoria. (Ref. C. Haffter/lf/N1704.)

Saak 35089/95

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **Die Regspersoon van Monopati,** Eksekusieskuldeiser, en **T. W. G. van Rensburg,** Eerste Eksekusieskuldenaar, en **S. I. van Rensburg,** Tweede Eksekusieskuldenaar

Geliewe kennis te neem dat in navolging van 'n vonnis in bogemelde aksie toegestaan op 30 Junie 1995 sal die ondergemelde onroerende eiendom, geregistreer in die naam van die Eksekusieskuldenaars, onderhewig aan die bepalings van artikel 66 (2) van die Landdroshofwet, No. 32 van 1944, soos gewysig en aan die ander verkoopvoorwaardes, aan die hoogste bieër, deur die Balju, Pretoria-Sentraal, in eksekusie verkoop word op Dinsdag, 19 September 1995 om 14:00, te N.G. Kerk, Sinodalesentrum, Visagiestraat 234, Pretoria, naamlik:

Eenheid 7, soos getoon en vollediger beskryf op Deelpan SS99/1984 in die gebou of geboue wat bekend staan as Monopati, grootte 91 vierkante meter; en

'n onverdeelde aandeel in die gemeenskaplike eiendom in die grond en gebou of geboue, soos getoon en vollediger beskryf in die hiervoorgemelde deelplan aan genoemde deel toegedeel ooreenkomstig die deelnemingskwota soos op genoemde deelplan aangeteken, gehou kragtens Sertifikaat van Geregistreerde Deeltitel ST90033/1992.

Ten tye van die voorbereiding van hierdie kennisgewing, het die volgende verbeterings op die eiendom bestaan maar niks word in hierdie verband gewaarborg nie:

'n Tweeslaapkamerwoonstel met sit-/eetkamer, kombuis en badkamer.

Die eiendom is vir algemene woondoeleindes gesoneer kragtens die Stadsbeplanningskema Pretoria.

Die verkoopvoorwaardes lê ter insae te die kantore van die Balju, Pretoria-Sentraal, Messcorhuis, Margarethastraat 30, Pretoria, waar dit gedurende normale kantoorure ingedien kan word.

Geteken te Pretoria op hierdie 22ste dag van Augustus 1995.

E. van der Westhuizen, Eksekusieskuldeiser se Prokureur, Centenarygebou 219, Bureaulaan, Posbus 7907, Pretoria. (Tel. 21-1113/4/5.)

Saak 442/95

IN DIE LANDDROSHOF VIR DIE DISTRIK NELSPRUIT GEHOU TE NELSPRUIT

In die saak tussen **NBS Bank Ltd,** Eiser, en **Gilmore Spares CC,** Verweerder

Ingevolge 'n uitspraak van bogemelde Agbare Hof en 'n lasbrief vir eksekusie gedateer 18 Julie 1995 sal die ondervermelde eiendom in eksekusie verkoop word aan die hoogste bieër op 22 September 1995 om 10:00, te Landdroskantoor, Nelspruit, naamlik:

Deel 6, soos getoon en vollediger beskryf op Deelplan SS54/94 in die skema bekend as Elangeni Centre, ten opsigte van grond en gebou of geboue geleë te Erf 81, Nelspruit, ook bekend as Gilmore Spares CC.

Verkoopvoorwaardes:

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

2. Die verdere verkoopvoorwaardes is vervat in die koopkontrak wat ter insae lê by die Balju, Nelspruit, van Belmont Villas 302, Paul Krugerstraat, Nelspruit, met telefoonnommer 01311-23466, asook by ondervermelde adres, wat vir inspeksie beskikbaar is gedurende die gewone kantoorure.

Geteken te Nelspruit op hede die 14de dag van Augustus 1995.

P. C. Swanepoel, vir Swanepoel & Vennote, Prokureurs vir Eiser, Vyfde Verdieping, Proromgebou, Brownstraat, Posbus 1300, Nelspruit. (Tel. 5-2401.) (Faks. 5-3335.) (Verw. Pieter Swanepoel/svdm/N6-95.)

Case 5010/94

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

In the matter betweem **Nedcor Bank Limited** (formerly known as Nedperm Bank Limited), Plaintiff, and **Michiel Andries van der Merwe,** First Defendant and **Elsie Maria van der Merwe,** Second Defendant

In pursuance of a judgment in the Court of the Magistrate of Benoni and writ of execution issued on 31 October 1994, the property listed hereunder will be sold in execution on Friday, 22 September 1995 at 11:00, at the office of the Sheriff of the Magistrate's Court, 439 Prince George Avenue, Brakpan, to the highest bidder:

Erf 1799, Brakpan Township, Registration Division IR, Transvaal, measuring 991 (nine hundred and ninety-one) square metres, known as 73 Northdene Avenue, Brakpan.

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

Main building: Bricks/plaster (paint), under tiles residence comprising lounge, living-room, four bedrooms, two bathrooms plus toilet and kitchen.

Flat: Bedroom, bathroom plus toilet, kitchen, lounge/dining-room (corrugated iron).

Outbuildings: Store-room. *Fencing:* Bricks and precast, pool plus dressing-room. *Zoned:* Residential.

The material conditions of public auction:

1. The sale will be without reserve and voetstoots.

2. The purchaser will pay all costs, of and incidential to the transfer of the property into his name including but not limited to municipal rates, transfer duty and VAT, where applicable, and the Sheriff's commission on the sale and the purchaser will at his own expense obtain a certificate of compliance in respect of the electrical installation.

3. A deposit of 10% (ten per cent) of the price, plus costs as in 2 above will be payable by the purchaser immediately after the sale and/or on later request. If the price is R10 000 or less the full price will be paid in place of the deposit. Bank guarantees for the payment of the balance of the price against registration of the transfer of the property into the purchaser's name are to be delivered to the transferring attorney within 14 days of the sale date.

4. The purchaser will pay interest at 16,50% (sixteen comma five per centum) per anum on all Preferent Creditor's claims which will include the Execution Creditor's claim.

5. Failing compliance with the conditions of sale, the sale may be enforced against the purchaser or alternatively cancelled subject to the purchaser being liable for damages.

6. The sale will be subject to any existing tenancy but if the Execution Creditor is the purchaser the sale will be free of tenancy.

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

Dated at Benoni on this the 17th day of August 1995.

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

CAPE • KAAP

Case 7539/95

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

In the matter between **NBS Bank Limited,** Plaintiff, and **William Anthony Brand,** First Defendant, and **Anna Rubina Brand,** Second Defendant

The undermentioned property will be sold in execution at the premises at 19 Oldenland Street, Bothasig on 27 September 1995 at 12:00:

Erf 7140, Milnerton, situated in the area of the Transitional Metropolitan Substructure of Milnerton, Western Cape Province, in extent 597 (five hundred and ninety-seven) square metres, comprising asbestos roof, brick walls, lounge, dining-room, kitchen, three bedrooms, two bathrooms and two garages.

The sale shall be by public auction without reserve to the highest biddder, subject to the Magistrates' Courts Act and rules.

10% (ten per cent) of the price is payable at the time of the sale with the balance plus interest thereon at the bondholder's prevailing rate will be payable upon registration of transfer. The full conditions of sale may be perused at the offices of the Sheriff of the Court for Goodwood, and will be read out by the auctioneer prior to the sale.

Smuts Kemp Smal & Durr, Plaintiff's Attorneys, 75 Voortrekker Road, Bellville. (Tel. 021 945-3646.) (Ref. KG Kemp/lvs/19530.)

Saak 3511/95

IN DIE LANDDROSHOF VIR DIE DISTRIK KIMBERLEY GEHOU TE KIMBERLEY

In die saak tussen **Eskom Finance Company (Edms.) Beperk,** Eiser, en **Thys Pieters,** Eerste Verweerder, en **Miriam Pieters,** Tweede Verweerder

Ingevolge 'n vonnis van die Hof van die Landdros van Kimberley en 'n lasbrief vir eksekusie gedateer 6 Julie 1995 sal die ondervermelde eiendom geregtelik verkoop word aan die hoogste bieder voor die Landdroskantoor, Kimberley, op Donderdag, 21 September 1995 om 10:00:

Seker: Erf 19458, geleë in die stad en distrik Kimberley, groot 586 vierkante meter, gehou kragtens Akte van Transport T7379/1993, ook bekend as Broadwaystraat 57, Beaconsfield, Kimberley.

Die verbeterings op die eiendom bestaan uit 'n losstaande huis met twee slaapkamers, sitkamer, eetkamer, kombuis, spens en badkamer 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.

Case 4276/95

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

In the matter between **The Standard Bank of South Africa Limited,** Execution Creditor, and **Johannes Joseph Fourie Wiese,** First Execution Debtor, and **Martha Aletta Wiese,** Second Execution Debtor

In terms of a judgment granted by the Magistrate's Court for the District of Goodwood dated 14 June 1995 and a warrant of execution issued, the undermentioned property will be sold voetstoots and without reserve in execution by public auction held on the premises, to the highest bidder on 28 September 1995 at 11:00:

Erf 30883, Goodwood, in the area of the Transitional Metropolitan Substructure Goodwood, Cape Division, Western Cape Province, in extent 504 (five hunderd and four) square metres.

Street address: 8 Bathurst Close, Edgemead.

Conditions of sale:

(1) The property will be sold in execution without reserve and voetstoots to the highest bidder by public auction and subject to the provisions and conditions of the Magistrates' Courts Act, No. 32 of 1944, as amended, and the rules applicable thereto and also the servitudes and conditions attaching to the property contained in the relevant title deeds.

(2) The following information is furnished but not guaranteed: Entrance hall, lounge, kitchen, three bedrooms, w.c., bathroom/shower and double garage.

(3) The full and complete conditions of sale will be announced by the Sheriff of the Magistrate's Court or auctioneer immediately before the sale and will lie for inspection at the offices of the Sheriff of the Magistrate's Court, Epping Avenue, Elsies River.

(4) Payment shall be effected as follows: Ten per cent (10%) of the purchase price on the day of the sale and the balance together with interest thereon at the prevailing rate of interest from the date of sale to date of registration of transfer against transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

Dated at Bellville on this the 18th day of August 1995.

W. de Braal, for Buchanan Boyes, Attorneys for Execution Creditor, Second Floor, Standard Bank Building, Kruskal Avenue, Bellville.

Case 32886/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT ELIZABETH HELD AT TODD CHAMBERS, TODD STREET, PORT ELIZABETH

In the matter between **Nontuse Constance Hanise,** Plaintiff, and **Sandile Wellington Hanise,** Defendant

In pursuance of a judgment in the Magistrate's Court of Port Elizabeth dated 15 September 1994, the undermentioned immovable property will be sold in execution on Friday, 22 September 1995 at 14:15 at the front entrance of the New Law Courts, Main Street, North End, Port Elizabeth, to the highest bidder:

Description: Erf 1173, Charlo, situated in the Municipality and Division of Port Elizabeth, in extent 1 000 (one thousand) square metres, situated at 36 Justion Road, Broadwood, Port Elizabeth.

While nothing is guaranteed, it is understood that on the property is a detached brick dwelling under a tiled roof and garden.

The full conditions of sale may be inspected at the office of the Sheriff, of the Magistrate's Court, Port Elizabeth South, 36 North Street, North End, Port Elizabeth.

Terms: 10% (ten per centum) of the purchase price in cash on the day of the sale, the balance (including VAT) (if applicable), payable against registration of transfer, to be secured by a bank or building society guarantee to be furnished to the Plaintiff's attorney within 21 (twenty-one) days from the date of sale. Sheriff or auctioneer's charges 5% (five per centum) on the first
R20 000 and thereafter 3% (three per centum) to a maximum of R6 000 with a minimum of R200 (plus VAT) are also payable on date of sale.

Dated at Port Elizabeth on this the 14th day of August 1995.

M. P. van Zyl, for Maud P. van Zyl, Plaintiff's Attorney, 29 Pearson Street, Central Port Elizabeth. (Ref. 3230.)

Saak 3600/95

IN DIE LANDDROSHOF VIR DIE DISTRIK UITENHAGE GEHOU TE UITENHAGE

In die saak tussen **Shopwise BK** handeldrywende as AJ'S Outfitters, Eiser, en **Mnr. M. Mbada,** Verweerder

Ingevolge 'n vonnis toegestaan in die bogemelde Agbare Hof op en 'n lasbrief vir eksekusie uitgevoer op 11 Julie 1995, sal die ondervermelde vaste eiendom per openbare veiling verkoop word op 28 September 1995 om 11:00, te Landdroskantore, Durbanstraat, Uitenhage:

Sekere stuk grond synde Erf 16228, Uitenhage, geleë in die munisipaliteit (nou Plaaslike Oorgangsraad), Uitenhage, afdeling Uitenhage, groot 500 (vyfhonderd) vierkante meter.

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

Die eiendom is geleë en bekend as Mannerinlaan 35, Gamble, Uitenhage, met sekere verbeterings daarop aangebring.

Voorwaardes van verkoop:

1. Die eiendom word voetstoots verkoop aan die hoogste bieder, onderworpe aan die terme en voorwaardes van die landdroshofwet en reëls en die terme van die titelaktes, in sover dit van toepassing mag wees.

2. *Die koopprys moet soos volg betaal word:*

(a) Tien persent (10%) daarvan in kontant by ondertekening van hierdie voorwaardes en betaalbaar aan die Balju vir die Landdroshof, asook Balju vir die Landdroshof se afslaersfooi.

(b) Die balans teen transport verseker te word deur middel van goedgekeurde bank- of bouverenigingswaarborge ten gunste van die vonnisskuldeiser en/of sy genomineerdes by die Balju vir die Landdroshof ingehandig te word binne een-en-twintig dae na datum van verkoping, welke waarborge op registrasie van transport van die eiendom op naam van die koper, betaalbaar sal wees vry van wisselkoers te Uitenhage.

3. Al die verkoopvoorwaardes lê ter insae by die kantoor van die Balju vir die Landdroshof, Uitenhage-Noord.

Gedateer te Uitenhage op hede die 14de dag van Augustus 1995.

Baard Lessing & Kie, Prokureurs vir Eiser, Bairdstraat 14b, Posbus 903, Uitenhage, 6230.

Case 13476/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Cape of Good Hope Provincial Division)

In the matter between **The Cape of Cood Hope Bank Limited,** Plaintiff, and **Zunima Development (Pty) Limited,** First Defendant, **Zunfin Investments (Pty) Limited,** Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Cape of Good Hope Provincial Division) in the above-mentioned suit, a sale without reserve will be held at 411 Chartleigh House, 189 Beach Road, Three Anchor Bay, Sea Point West at 09:30, on Tuesday, 19 September 1995 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, Cape Town, at Mandatum Building, Barrack Street, Cape Town:

(a) A unit consisting of (i) Section 117 as shown and more fully described on Sectional Plan SS86/88 in the scheme known as Chartleigh House in respect of the land and buildings situated at Sea Point West of which the floor area, according to the said sectional plan, is 95 (ninety-five) square metres in extent; and (ii) an undivided share in the common property in the scheme apportioned to the section in accordance with the participation quota as endorsed on the said sectional plan, held by Second Defendant under Deed of Transfer ST9433/93; and also known as 411 Chartleigh House, 189 Beach Road, Three Anchor Bay.

(b) A unit consisting of (i) Section 36 as shown and more fully described on Sectional Plan SS86/88 in the scheme known as Chartleigh House in respect of the land and buildings situated at Sea Point West in the Municipality of Cape Town, Cape Division, of which section the floor area, according to the said sectional plan, is 15 (fifteen) square metres in extent; and (ii) an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan, held by Second Defendant under Deed of Transfer ST9433/93; and also known as Garage 20, Chartleigh House, 189 Beach Road, Three Anchor Bay (hereinafter referred to as "the property").

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: Lounge/dining-room, kitchen, two bedrooms, bathroom, toilet and garage.

Terms:

1. 10% (Ten percentum) of the purchase price in cash or bank-guaranteed cheque on the day of the sale, the balance payable against registration of transfer, to be secured by a bank or building society or other acceptable guarantee to be furnished within (14) fourteen days from the date of the sale.

2. *Auctioneers charges, payable on the day of the sale to be calculated as follows:* 5% (Five percentum) on the proceeds of the sale up to a price of R20 000 (twenty thousand rand) and thereafter (3%) three percentum up to a maximum fee of R6 000 (six thousand rand), minimum charges R200 (two hundred rand).

Dated at Cape Town on this the 7th day of August 1995.

Findlay & Tait Inc., Plaintiff's Attorneys, 30 Hout Street, Cape Town. (P. E. Whelan/hb/41922.

Case 13476/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Cape of Good Hope Provincial Division)

In the matter between **The Cape of Good Hope Bank Limited,** Plaintiff, and **Zunima Development (Pty) Limited,** First Defendant, **Zunfin Investments (Pty) Limited,** Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Cape of Good Hope Provincial Division) in the above-mentioned suit, a sale without reserve will be held at 604 Chartleigh House, 189 Beach Road, Three Anchor Bay, Sea Point West, at 09:00 on Tuesday, 19 September 1995 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, Cape Town, at Mandatum Building, Barrack Street, Cape Town.

(a) A unit consisting of (i) Section 140 as shown and more fully described on Sectional Plan SS86/88 in the scheme known as Chartleigh House in respect of the land and buildings situated at Sea Point West, of which section the floor area, according to the said sectional plan, is 109 square metres in extent; and (ii) an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan, held by Second Defendant under Deed of Transfer ST4791/93, also known as 604 Chartleigh House, 189 Beach Road, Three Anchor Bay.

(b) A unit consisting of (i) Section 5 as shown and more fully described on Sectional Plan SS86/88 in the scheme known as Chartleigh House in respect of the land and buildings situated at Sea Point West, in the Municipality of Cape Town, of which section the floor area, according to the said sectional plan, is 19 square metres in extent; and (ii) an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan, held by Second Defendant under Deed of Transfer ST4791/93; also known as parking bay belonging to flat 604 Chartleigh House, 189 Beach Road, Three Anchor Bay. (Hereinafter referred to as "the property").

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: Lounge/dining-room, kitchen, three bedrooms, bathroom and garage.

Terms:

1. 10% (Ten percentum) of the purchase price in cash or bank-guaranteed cheque on the day of the sale, the balance payable against registration of transfer, to be secured by a bank or building society or other acceptable guarantee to be furnished within (14) fourteen days from the date of the sale.

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

Dated at Cape Town on this the 7th day of August 1995.

Findlay & Tait Inc., Plaintiff's Attorneys, 30 Hout Street, Cape Town. (P. E. Whelan/hb/41922.)

Case 26165/94

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

In the matter between **ABSA Bank Limited** trading as United Bank, Plaintiff, and **Jacques Jacobus du Plessis,** Defendant

The following property will be sold in execution, voetstoots and without reserve, to the highest bidder, at the site of the property on 27 September 1995 at 11:15.

1. Section 17 as shown and more fully described on Sectional Plan SS144/1993 in the scheme known as Hazeldene, in respect of the land and building or buildings situated at Parow, in the Municipality of Parow, of which the floor area, according to the said sectional plan, is 59 (fifty nine) 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, held under Deed of Transfer ST7999/1993.

2. An exclusive use area described as Parking Bay No. P10 measuring 14 (fourteen) being as such part of the common property, comprising the land and the scheme known as Hazeldene in the respect of the land and building or buildings situated at Parow, in the Municipality of Parow, as shown and more fully described on Sectional Plan SS144/1993 held under Notarial Deed of Cession of Exclusive Use Areas SK2658/1993, also known as 17 Hazeldene, Ryan Street, Parow.

Conditions:

1. The following information is furnished, but not guaranteed: Sectional title dwelling with two bedrooms, bathroom/toilet, kitchen, lounge.

2. *Payment:* Ten per cent (10%) of the purchase price must be paid in cash or by deposit-taking institution guaranteed cheque at the time of the sale and the balance, together with interest thereon at the ruling bank rate calculated on the judgement creditor's claim from date of sale to date of transfer, against registration of transfer, which amounts are to be secured by approved guarantee of a deposit-taking institution to be delivered within 14 (fourteen) days of the sale.

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

4. *Conditions:* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Dated at Cape Town, on this the 7th day of August 1995.

Balsillie Watermeyer & Cawood, Attorneys for Execution Creditor, Nineth Floor, Wale Street Chambers 38, Wale Street, Cape Town.

Saak 14951/95

IN DIE LANDDROSHOF VIR DIE DISTRIK BELLVILLE GEHOU TE BELLVILLE

In die saak tussen **NBS Bank Beperk,** Eiser, en **D. J.** en **S. M. Herman,** Verweerders

Ingevolge 'n vonnis van die Landdroshof te Bellville gedateer 5 Julie 1995 en 'n lasbrief tot beslaglegging van onroerende eiendom word die eiendom hieronder beskryf, by die perseel te p.a. Landdroskantoor, Bellville, per publieke veiling te koop aangebied op 29 September 1995 om 09:15:

Erf 20064, Bellville, ook bekend as Keurboomlaan 19, Belhar, afdeling Kaap, groot 533 vierkante meter, gehou kragtens Transportakte T259/94.

Voorwaardes:

1. Die eiendom sal deur die afslaer en/of Balju, Landdroshof van Bellville, verkoop word aan die hoogste bieder, onderhewig aan die hiernavermelde voorwaardes.

2. Indien die afslaer 'n fout by die verkoping maak, is so 'n fout nie op enige van die partye bindend nie, maar kan dit reggestel word. By die weiering van 'n bod, kan die eiendom onmiddellik vir verkoping aangebied word.

3. (a) Die koper moet 'n deposito van tien persent (10%) van die koopprys kontant op die dag van die verkoping betaal, die balans betaalbaar teen transport en verseker te word deur 'n waarborg van 'n bank of bouvereniging wat deur die Eiser se prokureurs goedgekeur is, die waarborg aan die Balju en/of afslaer binne sewe (7) dae na die datum van verkoping verstrek word.

3. (b) Indien die transport van die eiendom nie binne een maand van die verkoping geregistreer is nie, sal die koper aanspreeklik wees vir betaling van rente teen 19,25% (negentien komma twee vyf persent) per jaar op die balans van die koopprys, vanaf die verloop van een maand na die verkoping tot datum van transport.

4. Die koper moet afslaersgelde op die dag van die verkoping betaal, asook hereregte, transportkoste en agterstallige belastings en ander uitgawes wat nodig is om transport te laat geskied op versoek van die prokureur van die Vonnisskuldeiser asook Belasting op Toegevoegde Waarde (BTW).

En verder onderworpe aan die veilingsvoorwaardes wat uitgelees sal word ten tye van die veiling, en wat ter insae sal lê by die kantoor van die Balju, Landdroshof, Bellville, en by die kantoor van die ondergemelde Bill Tolken Hendrikse en Vennote, Prokureurs van Eiser, Sarel Cilliersstraat 1, Bellville.

Bill Tolken Hendrikse & Vennote, Posbus 687, Sanlamhof, 7532. (Verw. mev. Swart/EHN486.)

Saak 604/91

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Suidoos-Kaapse Plaaslike Afdeling)

In die saak tussen **Glenda Winterbottom,** gebore Arnold, Eiseres, en **Justin Grant Winterbottom,** Verweerder

Geliewe kennis te neem dat die eiendom geleë te:

(a) *Straatadres:* Penbrokelaan 22, Kabega Park, Port Elizabeth.

(b) *Aktebeskrywing:* Erf 730, geleë in Kabega Park in die munisipaliteit en afdeling Port Elizabeth, groot 773 vierkante meter, op die 22ste dag van September 1995 om 15:00, in die vooringang van die perseel geleë te Rinkstraat 15, Sentraal, Port Elizabeth, in eksekusie verkoop sal word ingevolge 'n bevel gemaak deur die Suidoos-Kaapse Plaaslike Afdeling van die Hooggeregshof van Suid-Afrika op 23 September 1991.

Geliewe kennis te neem dat die eiendom verkoop te word verbeter is met die oprigting daarop van 'n woonhuis en buitegeboue asook 'n grensmuur.

Geliewe verder kennis neem dat die verkoopvoorwaardes by die kantoor van die Baju vir die Hooggeregshof te Vyfde Verdieping, Rinkstraat 15, Sentraal, Port Elizabeth, ingesien kan word.

Geteken te Port Elizabeth op hierdie 7de dag van September 1995.

P. C. van Staden Venter & Kie, Prokureurs vir Vonnisskuldeiser, Birdstraat 29, Sentraal, Port Elizabeth. (Verw. PCVS/ew/W7657.)

Saak 11856/94

IN DIE LANDDROSHOF VIR DIE DISTRIK KUILSRIVIER GEHOU TE KUILSRIVIER

In die saak tussen **Fidelity Bank Beperk,** Eiser, en **Roger Peter Samuels,** Eerste Verweerder, en **Cathleen Florence Samuels,** Tweede Verweerder

In die gemelde saak sal 'n veiling gehou word op Woensdag, 20 September 1995 om 11:30, op die plek te Japonicaweg 5, Rustdal:

Erf 115, Rustdal, geleë in die gebied van die Metropolitaanse Oorgangsubstruktuur, Rustdal, afdeling Stellenbosch, provinsie Wes-Kaap, groot 780 vierkante meter, gehou deur die Verweerder kragtens Transportakte T100037/93.

Verkoopvoorwaardes:

1. Die veiling is onderworpe aan die bepalings en voorwaardes van die Wet op Landdroshowe, No. 42 van 1944, en die eiendom word voetstoots verkoop onderworpe aan die voorwaardes van die bestaande titelbewys.

2. Een tiende van die koopprys word onmiddellik betaal nadat die eiendom as verkoop verklaar is en die balans van die koopprys tesame rente daarop teen 18,25% (agtien komma twee vyf persent) per jaar betaal te word teen registrasie van oordrag wat onverwyld na die veiling gegee en geneem sal word.

3. Die volgende verbeteringe is op die eiendom aangebring (hoewel niks in hierdie opsig gewaarborg word nie): 'n Woonhuis bestaande uit drie slaapkamers, sitkamer, eetkamer, kombuis, badkamer en dubbelgarage.

4. Die volledige veilingsvoorwaardes sal ten tye van die veiling voorgelees word en lê voor die tyd ter insae in die kantoor van die Balju van die Landdroshof, Northumberlandweg 29, Bellville, en in die kantoor van die ondergetekende.

Gedateer te Bellville hierdie 8ste dag van Augustus 1995.

E. L. Conradie, vir Marais Müller, Prokureur vir Vonnisskuldeiser, Sewende Verdieping, Blok B, BSE-sentrum, Voortrekkerweg 89, Posbus 50, Bellville. (Tel. 948-4061.) (Verw. E. L. Conradie/ac.)

Case 6989/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD MITCHELLS PLAIN

In the matter between **The Municipality of the City of Cape Town,** Judgement Creditor, and **Leah Booysen,** Judgment Debtor

The following will be sold in execution in front of the Court-house for the District of Mitchells Plain on Wednesday, 20 September 1995 at 10:30, to the highest bidder:

Erf 25202, measuring 148 square metres, held by T8352, dated 14 February 1990, situated at 3 Gladiolus, Lentegeur, Mitchells Plain, 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, kitchen, lounge, toilet and bathroom.

2. *Payment:* Ten per centum (10%) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 17,25% (seventeen comma two five per cent) 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. Mrs Wentzel/132445.)

Saak 4637/95

IN DIE LANDDROSHOF VIR DIE DISTRIK KUILSRIVIER GEHOU TE KUILSRIVIER

In die saak tussen **Fidelity Bank Beperk,** Eiser, en **Basil Coetzee,** Eerste Verweerder, en **Natasha Claudine Coetzee,** Tweede Verweerder

In die gemelde saak sal 'n veiling gehou word op Woensdag, 20 September 1995 om 10:45, op die plek te Manchester Way 30, Malibu Village, Blue Downs:

Erf 3338, Blue Downs, geleë in die gebied van die Metropolitaanse Oorgangsubstruktuur, Melton Rose, Blue Downs, afdeling Stellenbosch, Provinsie Wes-Kaap, groot 350 vierkante meter, gehou kragtens Transportakte T38177/1992.

Verkoopvoorwaardes:

1. Die veiling is onderworpe aan die bepalings en voorwaardes van die Wet op Landdroshowe, No. 32 van 1944, en die eiendom word voetstoots verkoop onderworpe aan die voorwaardes van die bestaande titelbewys.

2. Een-tiende van die koopprys word onmiddellik betaal nadat die eiendom as verkoop verklaar is en die balans van die koopprys tesame rente daarop teen 18,25% (agtien komma twee vyf persent) per jaar, betaal te word teen registrasie van oordrag wat onverwyld na die veiling gegee en geneem sal word.

3. Die volgende verbeteringe is op die eiendom aangebring (hoewel niks in hierdie opsig gewaarborg word nie): 'n Woonhuis bestaande uit drie slaapkamers, sitkamer, eetkamer, kombuis, badkamer en toilet.

4. Die volledige veilingsvoorwaardes sal ten tye van die veiling voorgelees word en lê voor die tyd ter insae in die kantoor van die Balju van die Landdroshof, Northumberlandweg 29, Bellville en in die kantoor van die ondergetekende.

Gedateer te Bellville op hierdie 7de dag van Augustus 1995.

E. L. Conradie, vir Marais Müller, Prokureur vir Vonnisskuldeiser, Sewende Verdieping, Blok B, BSE Sentrum, Voortrekkerweg 89, Bellville. (Tel. 948-4061.) (Verw. E. L. Conradie/ac.)

Saak 17591/94

IN DIE LANDDROSHOF VIR DIE DISTRIK BELLVILLE GEHOU TE BELLVILLE

In die saak tussen **S. P. Muller,** Eksekusieskuldeiser, en **S. C. Matthews,** Eksekusieskuldenaar

In die gemelde saak sal 'n veiling gehou word op 21 September 1995 om 11:30, op die perseel:

Erf 16632, Parow, geleë in die gebied van die Metropolitaanse Oorgangsubstruktuur Parow, afdeling Wes-Kaap, groot 298 vierkante meter, gehou kragtens Transportakte T58638/1993, ook bekend as Hennie Fortuinsingel 84, Ravensmead.

Verkoopvoorwaardes:

1. Die veiling is onderworpe aan die bepalings en voorwaardes van die Wet op Landdroshowe, No. 32 van 1944, en die eiendom word voetstoots verkoop onderworpe aan die voorwaardes van die bestaande titelbewys.

2. Een-tiende van die koopprys word onmiddellik betaal nadat die eiendom as verkoop verklaar is en die res van die koopprys met rente daarop teen 'n koers van 15,5% (vyftien komma vyf persent) per jaar, betaal te word teen registrasie van oordrag wat onverwyld na die veiling gegee en geneem sal word.

3. Die volgende verbeteringe is op die eiendom aangebring (hoewel niks in hierdie opsig gewaarborg word nie): Hoofgebou: Baksteengebou met asbesdak bestaande uit twee slaapkamers, kombuis en sitkamer. Buitegebou: Buite toilet.

4. Die volledige veilingsvoorwaardes sal ten tye van die veiling voorgelees word en lê voor die tyd ter insae in die kantoor van die Balju van die Landdroshof, Bellville, en in die kantoor van die ondergetekende.

Gedateer te Kuilsrivier op hierdie 4de dag van Augustus 1995.

A. J. Marais, vir Marais Müller, Prokureur vir Vonnisskuldeiser, Van Riebeeckweg 66, Kuilsrivier. (Tel. 903-5191.)

Saak 9792/95
PH 507

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Witwatersrandse Plaaslike Afdeling)

In die saak tussen ABSA Bank Beperk, Eksekusieskuldeiser, en **Van der Lis, Dianne Carole,** Eksekusieskuldenaar

Ingevolge uitspraak van die Hooggeregshof van Suid-Afrika (Witwatersrandse Plaaslike Afdeling) in bogemelde saak sal 'n verkoping gehou word op 20 September 1995 om 14:00, te Avenueweg 9C, Rondebosch, van die ondergemelde eiendom:

Sekere Erf 144717, Kaapstad te Rondebosch, Metropolitaanse Oorgangsubstruktuur Kaapstad, afdeling Kaap, provinsie Wes-Kaap, groot 223 (tweehonderd drie-en-twintig) vierkante meter, geleë te Avenueweg 9C, Rondebosch.

Erfbeskrywing: Die volgende inligting word verskaf insake verbeterings alhoewel geen waarborg in verband daarmee gegee word nie: 'n Baksteenhuis met pleister plafonne en skylights. 'n Drieslaapkamerhuis met volvloer matte, jacuzzi en motor afdak.

Bestaande uit die volgende: Drie slaapkamers, ingangsportaal, gang, sitkamer, eetkamer, kombuis, badkamer, toilet en stort.

Die volle verkoopvoorwaardes mag ondersoek word by die kantoor van die Balju, Hooggeregshof, Wynberg, te Maynardhuis 110, Maynardweg, Wynberg, of Eiser se Prokureurs, Mnre. Blakes Prokureurs, Pleinstraat 14, Johannesburg.

Gedateer te Johannesburg op hede hierdie 7de dag van Augustus 1995.

E. Champion, vir Blakes Prokureurs, Prokureurs vir Eiser, Pleinstraat 14, Posbus 5315, Johannesburg, 2000. [Tel. (011) 491-5500.] [Faks (011) 491-5593.] (Verw. RRV071/E. Champion/al.)

Case 41754/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT ELIZABETH HELD AT PORT ELIZABETH

In the matter between **NBS Bank Limited,** Plaintiff, and **Julian Clive Langford,** Defendant

In pursuance of a judgment in the Court for the Magistrate of Port Elizabeth, dated 27 January 1995, and a writ of execution dated 2 February 1995, the property listed hereunder will be sold in execution on Friday, 22 September 1995 at 14:15, at the front entrance of the New Law Courts, North End, Port Elizabeth:

Certain Erf 2617, Fairview, in the municipality and division of Port Elizabeth, measuring 391 (three hundred and ninety-one) square metres, situated at 70 Totius Drive, Overbaakens, Port Elizabeth.

Improvements: Although not guaranteed, it consists of single storey, private brick dwelling under tile consisting of lounge, kitchen, two bedrooms, bathroom and w.c.

Material conditions of sale:

1. The property shall be sold voetstoots without reserve and to the highest bidder, and shall be subject to the conditions of sale, the terms of the Magistrates' Courts Act, and the rules made thereunder and of the title deeds, in so far as these are applicable.

2. 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 the 11th day of August 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 3997/95

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

In the matter between **Nedcor Bank Limited,** *versus* **Kenneth Lungile Sibaca**

The property: Erf 26923, a portion of Erf 24199, Khayelitsha, in the area of jurisdiction of the Town Council of Lingelethu West, Administrative District of the Cape, in extent 341 square metres, situated at Shop 1, Tembani Shopping Centre, Khayelitsha.

Improvements (not guaranteed): One shop in single storey business complex built with bricks.

Date of sale: 21 September 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 cent) 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 17th day of August 1995.

Pincus Matz Marquard Hugo-Hamman, Attorneys for Judgment Creditor, 135 Main Road, Claremont.

Case 18829/95

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT ELIZABETH HELD AT PORT ELIZABETH

In the matter between **Nedcor Bank Limited,** *versus,* **Michael Patrick Mallett,** and **Karen Mallett**

In pursuance of a judgment dated 11 July 1995, and an attachment on 11 August 1995, the following immovable property will be sold in the foyer of the Magistrate's Court, Main Street, Port Elizabeth, by public auction on Firday, 15 September 1995 at 14:15:

(a) Section 18, as shown and more fully described on Sectional Plan SS36/94, in the scheme known as Kingston Mews in respect of the land and building or buildings situated at Kabega, in the Municipality of Port Elizabeth of which the floor area, according to the said Sectional Plan, is 76 (seventy-six) square metres in extent;

(b) An undivided share in the common property situated at 30 Kingston Mews, Avondale Road, Kabega Park, 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, dining-room and kitchen.

A substantial bond is available to an approved purchaser.

The conditions of sale may be inspected at the office of the Sheriff, Magistrate's Court-South, 36 North Street, North End, Port Elizabeth.

Terms: 10% (ten per cent) on the date of sale, the balance, including V.A.T. if applicable, against transfer to be secured by a guarantee approved by Plaintiff's attorneys to be furnished within 21 days of sale. Sheriff's charges [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 this the 17th day of August 1995.

Pagdens, Plaintiff's Attorneys, Pagdens Court, 18 Castle Hill, Port Elizabeth.

Case 20549/95

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT ELIZABETH HELD AT PORT ELIZABETH

In the matter between **Nedcor Bank Limited,** *versus,* **Stanley Stephen Dickason,** and **Sonet Dickason**

In pursuance of a judgment dated 4 July 1995, and an attachment on 3 August 1995, the following immovable property will be sold at 59 Richard Road, Charlo, Port Elizabeth, by public auction on Thursday, 14 September 1995 at 11:00:

Erf 907, Charlo, in the Municipality and Division of Port Elizabeth, in extent 882 (eight hundred and eighty-two) square metres, situated at 59 Richard Road, Charlo, Port Elizabeth.

While nothing is guaranteed, it is understood that on the property is a detached brick dwelling under a tiled roof, consisting of three bedrooms, lounge, dining-room, kitchen, bathroom, 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-South, 36 North Street, North End, Port Elizabeth.

Terms: 10% (ten per cent) on the date of sale, the balance, including V.A.T. if applicable, against transfer to be secured by a guarantee approved by Plaintiff's attorneys to be furnished within 21 days of sale. Sheriff's charges [2½% (two and a half per cent) on the first R20 000 and thereafter 1½% (one and a half per cent) with a minimum of R200 and a maximum of R3 000] and Auctioneer's charges (4½%) four and a half per cent plus V.A.T. in both cases are also payable on date of sale.

Dated this the 15th day of August 1995.

Pagdens, Plaintiff's Attorneys, Pagdens Court, 18 Castle Hill, Port Elizabeth.

Case 19571/95

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT ELIZABETH HELD AT PORT ELIZABETH

Nedcor Bank Limited *versus* **Christoffel Lombard de Villiers** and **Susara Aletta Catharina Elizabeth de Villiers**

In pursuance of a judgment dated 27 June 1995 and an attachment on 26 July 1995, the following immovable property will be sold at 40 Boekenhout Street, Algoapark, Port Elizabeth, by public auction on Friday, 15 September 1995 at 11:00:

Erf 897, Algoapark, in die munisipaliteit en afdeling Port Elizabeth, groot 655 (seshonderd vyf-en-vyftig) vierkante meter, situated at 40 Boekenhout Street, Algoapark, Port Elizabeth.

While nothing is guaranteed, it is understood that on the property is a detached brick dwelling under an asbestos roof consisting of three bedrooms, lounge, kitchen, bathroom 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 the date of sale, the balance, including V.A.T. if applicable, against transfer to be secured by a guarantee approved by Plaintiff's attorneys to be furnished within 21 days of sale. Sheriff's charges [2½% (two and a half per cent) on the first R20 000 and thereafter 1½% (one and a half per cent) with a minimum of R200 and a maximum of R3 000] and auctioneer's charges [4½% (four and a half per cent)] plus V.A.T. in both cases are also payable on date of sale.

Dated the 15th day of August 1995.

Pagdens, Plaintiff's Attorneys, Pagdens Court, 18 Castle Hill, Port Elizabeth.

Case 19037/95

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT ELIZABETH HELD AT PORT ELIZABETH

Nedcor Bank Limited *versus* **Gerhardus Francois Helberg**

In pursuance of a judgment dated 23 June 1995 and an attachment on 18 July 1995, the following immovable property will be sold at 17 Canna Avenue, Sunridge Park, Port Elizabeth, by public auction on Thursday, 21 September 1995 at 11:00:

Erf 28, Sunridge Park, in die Munisipaliteit van Port Elizabeth, afdeling Port Elizabeth, groot eenduisend driehonderd agt-en-dertig (1 338) vierkante meter, situated at 17 Canna Avenue, Sunridge Park, Port Elizabeth.

While nothing is guaranteed, it is understood that on the property is a detached brick dwelling under a tiled roof consisting of four bedrooms, lounge, kitchen, two bathrooms and double garage.

A substantial bond is available to an approved purchaser.

The conditions of sale may be inspected at the office of the Sheriff, Magistrate's Court South, 36 North Street, North End, Port Elizabeth.

Terms: 10% (ten per cent) on the date of sale, the balance, including V.A.T. if applicable, against transfer to be secured by a guarantee approved by Plaintiff's attorneys to be furnished within 21 days of sale. Sheriff's charges [2½% (two and a half per cent) on the first R20 000 and thereafter 1½% (one and a half per cent) with a minimum of R200 and a maximum of R3 000] and auctioneer's charges [4½% (four and a half per cent)] plus V.A.T. in both cases are also payable on date of sale.

Dated the 28th day of July 1995.

Pagdens, Plaintiff's Attorneys, Pagdens Court, 18 Castle Hill, Port Elizabeth.

Saak 2314/95

IN DIE LANDDROSHOF VIR DIE DISTRIK OUDTSHOORN GEHOU TE OUDTSHOORN

In die saak tussen **Saambou Bank Beperk,** Eiser, en **Jacques Joubert,** Verweerder

Ingevolge 'n vonnis toegestaan deur die Landdroshof op 23 Junie 1995 en 'n lasbrief vir eksekusie uitgereik te Oudtshoorn, sal die ondergemelde eiendom in eksekusie verkoop word aan die hoogste bieër op Vrydag, 15 September 1995 om 10:00, op die perseel van die Verweerder, naamlik:

Deel 21, soos getoon en vollediger beskryf op Deelplan SS165/1985, in die skema bekend as Villa Fonte, ten opsigte van die grond en gebou of geboue, geleë te Oudtshoorn, in die Munisipaliteit van Oudtshoorn, groot nege-en-vyftig (59) vierkante meter, gehou kragtens Transportakte ST2199/94, ook bekend as Villa Fontewoonstelle 21, Voortrekkerweg, Oudtshoorn.

Voorwaardes van verkoping:

1. Die verkoping sal onderhewig wees aan die bepalings van die Wet op Landdroshowe, die reëls daaronder uitgevaardig en ook die voorwaardes van die titelakte waaronder die eiendom gehou word.

2. Die volgende inligting word verskaf insake verbeterings alhoewel geen waarborg in verband daarmee gegee word nie: Enkelwoonstel bestaande uit groot vertrek, aparte badkamer met stort en toilet, kombuis en motorafdak.

3. *Terme:* 10% (tien persent) van die koopprys op die dag van die verkoping en die afslaersgelde van 5% (vyf persent) tot en met R20 000 (twintigduisend rand) en daarna 3% (drie persent) met 'n maksimum van R6 000 (sesduisend rand) op die balans betaalbaar teen registrasie van die transport en verseker deur middel van 'n bank-, bougenootskap- of ander aanvaarbare waarborg, welke waarborg binne 14 (veertien) dae vanaf datum van die verkoping aan Eiser se prokureurs verskaf moet word.

4. *Voorwaardes:* Die volledige voorwaardes welke onmiddellik voor die verkoping deur die afslaer uitgelees sal word sal ter insae lê by die kantoor van Eiser se prokureurs.

Gedateer te Oudtshoorn hierdie 11de dag van Augustus 1995.

Duvenage Keyser & Jonck, Prokureur vir Eiser, Unitedgebou, Hoogstraat 123, Posbus 104, Oudtshoorn.

Case 2928/92

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

In the matter between **NBS Bank Limited**, formerly Natal Building Society Limited (Reg. No. 87/01384/06), Plaintiff, and **Trevor Nicholson,** Defendant

In pursuance of a judgment of the Magistrate's Court of Wynberg and writ of execution dated 24 February 1992, the property listed hereunder, and commonly known as 58 Fulham Avenue, Weltevreden Valley, will be sold in execution in front of the Magistrate's Court, Mitchells Plain, on Wednesday, 20 September 1995 at 10:00, to the highest bidder:

Erf 2156, Weltevreden Valley, in the Local Area of Weltevreden Valley, Cape Division, in extent 400 square metres.

The following improvements are reported to be on the property, but nothing is guaranteed: Single-storey residence built of brick with tiled roof, comprising three bedrooms, lounge, kitchen, bathroom and toilet.

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Magistrate's Court, Mitchells Plain North, Rocklands Medical Centre, Park Avenue, Rocklands, Mitchells Plain. A substantial loan can be raised for an approved purchaser with prior approval.

Dated at Cape Town this 3rd day of August 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.923.)

Case 3760/91

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

In the matter between **NBS Bank Limited** (Reg. No. 87/01384/06), formerly Natal Building Society Limited, Plaintiff, and **Petrus Johannes Jacobus Uys,** Defendant

In pursuance of a judgment of the Magistrate's Court of Strand and writ of execution dated 30 January 1992, the property listed hereunder, and commonly known as 4 Dahille Close, Strand, will be sold in execution at the premises on Wednesday, 20 September 1995 at 10:00, to the highest bidder:

Erf 11251, The Strand, in the Municipality of The Strand, Division of Stellenbosch, in extent 639 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, open-plan kitchen, bathroom, toilet, shower.

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, Strand, 4 Kleinbos Avenue, Strand. A substantial loan can be raised for an approved purchaser with prior approval.

Dated at Cape Town on this 27th 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.852.)

Case 4719/95

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

In the matter between **NBS Bank Limited** (Reg. No. 87/01384/06), formerly Natal Building Society Limited, Plaintiff, and **Dennis Joseph Claasen,** First Defendant, and **Zelna Patricia Phillips,** Second Defendant

In pursuance of a judgment of the Magistrate's Court of Mitchells Plain and writ of execution dated 28 June 1995, the property listed hereunder, and commonly known as 31 Pisa Crescent, Seacrest, Strandfontein, will be sold in execution at the premises on Thursday, 21 September 1995 at 10:00, to the highest bidder:

Erf 44826, Mitchells Plain, in the Municipality of Cape Town, Cape Division, in extent 286 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, Mitchells Plain South, 6 Mulberry Mall, Strandfontein Centre, Strandfontein. A substantial loan can be raised for an approved purchaser with prior approval.

Dated at Cape Town on this 3rd day of August 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.1938.)

Case 42300/92

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

Nedcor Bank Limited, *versus* **B. Villett**

The property: Erf 120022, Cape Town at Athlone, in the Municipality of Cape Town, Cape Division.

In extent: 303 square metres.

Situated at: 33 Daffodil Crescent, Silvertown, Athlone.

Improvements (not guaranteed): Single dwelling, brick walls, lounge, kitchen, two bedrooms, bathroom and toilet.

Date of sale: 19 September 1995 at 10:00.

Place of sale: Wynberg, Magistrate's Court.

Material conditions: The sale will be voetstoots, by public auction to the highest bidder, the purchase price payable as follows: R2 000 in cash or by bank cheque upon signature of the conditions of sale; 10% (ten per cent) of the purchase price less the sum of R2 000 in cash or by bank cheque on the day of the sale, and the balance on transfer together with interest thereon calculated in the manner set out more fully in the conditions of sale and subject to the terms set out in the conditions of sale which will be read immediately prior to the sale and which are available for inspection at the offices of the Sheriff for the Magistrate's Court, Electric Road, Wynberg.

Pincus Matz Marquard Hugo-Hamman, Attorneys for Judgment Creditor, 135 Main Road, Claremont.

Case 6554/95

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

In the matter between **Nedcor Bank Limited,** Execution Creditor, and **C. Johnson,** First Execution Debtor, and **A. Johnson,** Second Execution Debtor

In execution of a judgment of the Magistrate's Court for the District of Uitenhage dated 12 July 1995 and in pursuance of an attachment in execution dated 19 July 1995 a sale by public auction will be held by the Sheriff for the Magistrate's Court, in front of the Magistrate's Court, Uitenhage, on Thursday, 14 September 1995 at 11:00, of the following immovable property situated at 15 Malan Crescent, Vanes Estate, Uitenhage:

Zoned: Residential.

Being: Erf 8424, Uitenhage, in the Area of Uitenhage Transitional Local Council, Division of Uitenhage, Eastern Cape Province, in extent 1 397 square metres, held by Clyde Johnson and Annamari Johnson, under Deed of Transfer T50965/89 and subject to the conditions reffered to therein.

The following improvements are situated on the property although nothing in this respect is guaranteed:

Single storey detached conventioned dwelling under concrete tiles with lounge, dining-room five bedrooms, kitchen, two bathrooms, swimming-pool, double garage and servants' quarters.

The conditions of sale will be read immediately prior to the sale, and are lying for inspection at the office of the Sheriff for the Magistrate's Court, Uitenhage.

Terms: 10% (ten per cent) of the purchase price and 5% (five per cent) Sheriff's (auctioneer's) charges up to R20 000 and thereafter 3% (three per cent) to a maximum of R6 000 with a minimum of R200 in cash at the time of the sale; the balance against transfer to be secured by a bank or building society or other acceptable guarantee, to be furnished to the Sheriff of the Court within twenty-one (21) days from date of the sale.

Dated at Uitenhage on this 10th day of August 1995.

J. S. Levy & Levy, Attorneys for Execution Creditor, 301 S.A. Permanent Centre, Caledon Street, Uitenhage.

Saak 555/93

IN DIE LANDDROSHOF VIR DIE DISTRIK VANRHYNSDORP GEHOU OP VANRHYNSDORP

In die saak tussen **Eerste Nasionale Bank,** Eiser, en **E. A. Barnard,** handeldrywende as Vredendal Brake & Clutch, Verweerder

Aangesien daar in bogemelde saak beslag gelê is op die ondergemelde eiendom, sal 'n geregtelike veiling gehou word op Vrydag, 6 Oktober 1995 om 10:00, te Landdroskantoor, Vanrhynsdorp:

Omskrywing: Erf 1, geleë te Klawer, Kaapprovinsie, ook bekend as Kalkrandstraat, Klawer, groot 16 454 vierkante meter en Erf 379, geleë te Klawer, Kaapprovinsie, ook bekend as Kalkrandstraat, Klawer, groot 8 575 vierkante meter.

Verkoopvoorwaardes:

1. Die verkoping is onderworpe aan die bepalings van die Wet op Landdroshowe, Wet No. 32 van 1944, soos gewysig, die reëls daarkragtens uitgevaardig en verder onderworpe aan die voorwaardes opgelê in die titelakte, waar van toepassing en word voetstoots verkoop aan die hoogste bieër.

2. Die koopprys van die eiendom sal soos volg betaalbaar wees:

(a) Die koper sal op die dag van die veiling 'n kontantdeposito van 10% (tien persent) van die koopprys aan die Geregsbode betaal.

(b) Die balans van die koopprys tesame met rente bereken van die dag van veiling tot op datum van registrasie teen die heersende bouverenigingkoers sal betaal word aan die prokureurs wat die oordrag doen teen registrasie van oordrag.

(c) Die koper sal binne veertien (14) dae na datum van die veiling 'n bank- of bougenootskapwaarborg aan die oordragsgewende prokureurs voorsien welke waarborg onderworpe is aan die goedkeuring van laasgenoemde, vir die betaling van die balans van die koopprys en rente.

3. Die perseel is onverbeter.

4. Die verkoop is onderworpe aan verdere voorwaardes, wat onmiddellik voor die veiling gelees sal word. Die volledige verkoopvoorwaardes is ter insae in die kantoor van die Geregsbode, Vanrhynsdorp, en die kantoor van die ondergemelde Le Roux & Van der Westhuysen, Prokureurs vir Eiser, Voortrekkerstraat 33, Vanrhysdorp, 8170.

Geteken te Vanrhynsdorp hierdie 21ste dag van Augustus 1995.

Le Roux & Van der Westhuysen, Voortrekkerstraat 33, Posbus 1, Vanrhynsdorp, 8170. [Tel. (0272) 9-1011.] [Faks. (02727) 9-1795.]

Case 15294/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Cape of Good Hope Provincial Division)

In the matter between **Federated Timbers (Pty) Ltd,** trading as F T Building Supplies, Plaintiff, and **Randwyk (Pty) Limited,** Defendant

Pursuant to a judgment of the above Court granted on 1 February 1995, and writ of execution issued thereafter, the undermentioned property will be sold in execution on Friday, 22 September 1995 at 10:00, at the Vredenburg Magistrate's Court, 17 Piet Retief Street, Vredenburg, by the Sheriff for the Supreme Court, Vredenburg, to the highest bidder:

Erf 2750, Vredenburg, situated in the Municipality of Vredenburg, Saldanha, Administrative District of Malmesbury, in extent 4 273 square metres, held by Deed of Transfer T13311/1972, situated at De Ruiter Crescent, Vredenburg.

The property is a vacant erf situated near the Central business District of Vredenburg.

Conditions of sale: 10% (ten per centum) and Sheriff's charges in cash or by means of bank-guaranteed cheque immediately after the property has been declared sold and the balance plus interest shall be paid against transfer secured by bank, building society or other acceptable guarantee to be furnished within thirty (30) days from date of sale.

The conditions of sale which will be ready immediately prior to the sale, may be inspected at the offices of the Sheriff of the Supreme Court, Vredenburg, (C. J. Raats), of 34 Mars Street, Vredenburg, telephone number (02281) 31784 or at the undermentioned attorneys.

Signed at Cape Town this 23rd day of August 1995.

A. S. Hurter, for Truter & Hurter Inc., Attorneys for Plaintiff, Fifth Floor, Dumbarton House, 1 Church Street, Cape Town. [Tel. (021) 24-5920.] (Ref. ASH/ew/17619.)

Case 05976/94

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

In the matter between **Graham Whitten,** Plaintiff, and **William Masaile,** Defendant

In pursuance of a judgment of the above Honourable Court granted on 1 November 1994, the following property will be sold in execution to the highest bidder on 14 September 1995 at 10:00, the Magistrate's Court, Kimberley:

Erf 380, Kimberley, situated in the Municipality and Administrative District of Kimberley, measuring 380 square metres, held by Deed of Transfer TL839/1985, also known as 380 Mosamo Street, Retswelele.

The property is a Residential dwelling but nothing is guaranteed.

Conditions of sale: Ten per cent (10%) of the purchase price is payable immediately after the sale together with auctioneer's commission and the balance against registration of the property in the name of the purchaser, which balance must be guaranteed by a bank or building society or other guarantee. Further conditions of sale can be inspected at offices of the Deputy Sheriff at Kimberley.

Dated at Kimberley this 22nd day of August 1995.

Claude Towell, corner of Roper and St Cyprians Way, off Transvaal Road, Kimberley.

Case 15603/93
PH 255

IN THE SUPREME COURT OF SOUTH AFRICA

(Cape of Good Hope Provincial Division)

In the matter between **The Standard Bank of South Africa Limited,** Plaintiff, and **Peter Jonathan Levey,** First Defendant, and **Cheryl Ann Levey,** Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Cape of Good Hope Provincial Division) in the abovementioned suit, a sale without reserve will be held at 5 Hutchinson Road, Bergvliet, on Wednesday, 4 October 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 84171, Cape Town, at Retreat, situated in the City of Cape Town, Cape Division, in extent 621 square metres, and situated at 5 Hutchinson Road, Bergvliet.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: A 160 square metre main dwelling, consisting of lounge/dining-room, kitchen, four bedrooms, bathroom, water closet, water closet with shower and a 43 square metre outbuilding, consisting of garage, servants' quarters, water closet, laundry with shower and swimming-pool.

Terms:

1. 10% (ten per centum) of the purchase price in cash on the day of sale, the balance payable against registration of transfer, to be secured by a bank or building society or other acceptable guarantee to be furnished within fourteen (14) days from the date of sale.

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

Dated at Montague Gardens this 17th day of August 1995.

W. D. Inglis, for William Inglis, Plaintiff's Attorneys, 17 Marconi Road, Montague Gardens. [Tel. (021) 52-5138.] (Ref. W. D. Inglis/cs/S957/2566.)

Case 7085/95
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 **M S Moosajee Property Holdings CC,** 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 48 Pinehurst Road, Kenwyn, Lansdown, on Wednesday, 27 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, Maynard House, Maynard Road, Wynberg.

Erf 60503, Cape Town, at Lansdowne, in the Municipality of Cape Town, Cape Division, in extent 718 square metres, and situated at 48 Pinehurst Road, Kenwyn, Lansdowne.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: A 90 square metre main dwelling consisting of an entrance hall, lounge/dining-room, kitchen, three bedrooms, bathroom with water closet and shower and a 27 square metre outbuilding, consisting of garage, servants' quarters 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 Montague Gardens this 16th day of August 1995.

W. D. Inglis, for William Inglis, Plaintiff's Attorneys, 17 Marconi Road, Montague Gardens. [Tel. (021) 52-5138.] (Ref. W. D. Inglis/cs/S2059/5012.)

Saak 18516/95

IN DIE LANDDROSHOF VIR DIE DISTRIK PORT ELIZABETH GEHOU TE TODDKAMERS, TODDSTRAAT, PORT ELIZABETH

In die saak tussen **Transnet Beperk,** Eiser, en **Alpheus Wallace McKaiser,** Verweerder

Ter uitvoering van 'n vonnis van die bogemelde Agbare Hof gedateer 21 Junie 1995, sal die hiernabeskrewe vaste eiendom in eksekusie verkoop word op 22 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 1298, Bloemendal, in die munisipaliteit en afdeling Port Elizabeth, groot 336 vierkante meter, gehou kragtens Transportakte T23711/94, ook bekend as Capuletstraat 7, Booysenspark, Port Elizabeth.

Die volgende inligting word verstrek, maar niks word gewaarborg nie: Die eiendom is verbeter deur die oprigting van 'n woonhuis.

Die eiendom kan inspekteer word in oorleg met die Balju van die Landdroshof, Port Elizabeth-Wes (Tel. 54-4330).

Betaalvoorwaardes: Tien persent (10%) van die koopprys moet onmiddellik na die veiling tesame met die afslaers- en/of Baljukommissie betaal word. Die balans koopprys is betaalbaar teen oordrag en moet verseker word deur 'n waarborg goedgekeur deur die Eiser se prokureur en wat aan hom binne veertien (14) dae na die verkoping verskaf moet word.

Verkoopvoorwaardes: Die volledige verkoopvoorwaardes lê ter insae by die Balju van die Landdroshof, Port Elizabeth-Wes (Tel. 54-4330).

Datum: 21 Augustus 1995.

Greyvensteins Ingelyf, St Georgehuis, Parkrylaan 104, Port Elizabeth. (Verw. H. le Roux/sh/Z00494.)

Saak 14372/95

IN DIE LANDDROSHOF VIR DIE DISTRIK PORT ELIZABETH GEHOU TE TODDKAMERS, TODDSTRAAT, PORT ELIZABETH

In the saak tussen **Saambou Bank Beperk,** Eiser, en **Miselwa Angelina Zungu,** Verweerder

Ter uitvoering van 'n vonnis van die bogemelde Agbare Hof gedateer 24 Mei 1995, sal die hiernabeskrewe vaste eiendom in eksekusie verkoop word op 22 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 1722, Fairview, in die munisipaliteit en afdeling Port Elizabeth, groot 600 vierkante meter, gehou kragtens Transportakte T44895/93, ook bekend as Eugene Maraissingel 18, Overbaakens, Port Elizabeth.

Die volgende inligting word verstrek, maar niks word gewaarborg nie: Die eiendom is verbeter deur die oprigting van 'n woonhuis bestaande uit drie slaapkamers, sit-/eetkamer, kombuis en badkamer.

Die eiendom kan inspekteer word in oorleg met die Balju van die Landdroshof, Port Elizabeth-Suid (Tel. 54-2734).

Betaalvoorwaardes: Tien persent (10%) van die koopprys moet onmiddellik na die veiling tesame met die afslaers- en/of Baljukommissie betaal word. Die balans koopprys is betaalbaar teen oordrag en moet verseker word deur 'n waarborg goedgekeur deur die Eiser se prokureur en wat aan hom binne veertien (14) dae na die verkoping verskaf moet word.

Verkoopvoorwaardes: Die volledige verkoopvoorwaardes lê ter insae by die Balju van die Landdroshof, Port Elizabeth-Suid (Tel. 54-2734).

Datum: 21 Augustus 1995.

Greyvensteins Ingelyf, St Georgehuis, Parkrylaan 104, Port Elizabeth. (Verw. H. le Roux/sh/Z00147.)

Saak 14371/95

IN DIE LANDDROSHOF VIR DIE DISTRIK PORT ELIZABETH GEHOU TE TODDKAMERS, TODDSTRAAT, PORT ELIZABETH

In die saak tussen Saambou Bank Beperk, Eiser, en **Tema Houghtongrey Ngoji,** Verweerder

Ter uitvoering van 'n vonnis van die bogemelde Agbare Hof gedateer 22 Mei 1995, sal die hiernabeskrewe vaste eiendom in eksekusie verkoop word op 22 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 1437, Fairview, in die munisipaliteit en afdeling Port Elizabeth, groot 631 vierkante meter, gehou kragtens Transportakte T6233/92, ook bekend as Hanoverplek 12, Fairview, Port Elizabeth.

Die volgende inligting word verstrek, maar niks word gewaarborg nie: Die eiendom is verbeter deur die oprigting van 'n woonhuis bestaande uit drie slaapkamers, sit-/eetkamer, kombuis en twee badkamers.

Die eiendom kan inspekteer word in oorleg met die Balju van die Landdroshof, Port Elizabeth-Suid (Tel. 54-2734).

Betaalvoorwaardes: Tien persent (10%) van die koopprys moet onmiddellik na die veiling tesame met die afslaers- en/of Baljukommissie betaal word. Die balans koopprys is betaalbaar teen oordrag en moet verseker word deur 'n waarborg goedgekeur deur die Eiser se prokureur en wat aan hom binne veertien (14) dae na die verkoping verskaf moet word.

Verkoopvoorwaardes: Die volledige verkoopvoorwaardes lê ter insae by die Balju van die Landdroshof, Port Elizabeth-Suid (Tel. 54-2734).

Datum: 18 Augustus 1995.

Greyvensteins Ingelyf, St Georgehuis, Parkrylaan 104, Port Elizabeth. (Verw. H. le Roux/sh/Z00148.)

Saak 32178/94

IN DIE LANDDROSHOF VIR DIE DISTRIK PORT ELIZABETH GEHOU TE TODDKAMERS, TODDSTRAAT, PORT ELIZABETH

In die saak tussen **Saambou Bank Beperk,** Eiser, en **Shana le Grange** (nou Shana Stander), Verweerder

Ter uitvoering van 'n vonnis van die bogemelde Agbare Hof gedateer 14 Junie 1995, sal die hiernabeskrewe vaste eiendom in eksekusie verkoop word op 22 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 1489, Fairview, in die munisipaliteit en afdeling Port Elizabeth, groot 720 vierkante meter, gehou kragtens Transportakte T20853/92, ook bekend as Alba Bouwerlaan 8, Overbaakens, Port Elizabeth.

Die volgende inligting word verstrek, maar niks word gewaarborg nie: Die eiendom is verbeter deur die oprigting van 'n woonhuis bestaande uit twee slaapkamers, sitkamer, kombuis en badkamer.

Die eiendom kan inspekteer word in oorleg met die Balju van die Landdroshof, Port Elizabeth-Suid (Tel. 54-2734).

Betaalvoorwaardes: Tien persent (10%) van die koopprys moet onmiddellik na die veiling tesame met die afslaers- en/of Baljukommissie betaal word. Die balans koopprys is betaalbaar teen oordrag en moet verseker word deur 'n waarborg goedgekeur deur die Eiser se prokureur en wat aan hom binne veertien (14) dae na die verkoping verskaf moet word.

Verkoopvoorwaardes: Die volledige verkoopvoorwaardes lê ter insae by die Balju van die Landdroshof, Port Elizabeth-Suid (Tel. 54-2734).

Datum: 18 Augustus 1995.

Greyvensteins Ingelyf, St Georgehuis, Parkrylaan 104, Port Elizabeth. (Verw. H. le Roux/sh/Z23812.)

Saak 13863/95

IN DIE LANDDROSHOF VIR DIE DISTRIK PORT ELIZABETH GEHOU TE TODDKAMERS, TODDSTRAAT, PORT ELIZABETH

In die saak tussen **Saambou Bank Beperk,** Eiser, en **Colin Groener,** 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 22 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 1741, Fairview, in die munisipaliteit en afdeling Port Elizabeth, groot 626 vierkante meter, gehou kragtens Transportakte T30927/93, ook bekend as Van der Postplek 8, Overbaakens, Port Elizabeth.

Die volgende inligting word verstrek, maar niks word gewaarborg nie: Die eiendom is verbeter deur die oprigting van 'n woonhuis bestaande uit twee slaapkamers, sitkamer, kombuis en badkamer.

Die eiendom kan inspekteer word in oorleg met die Balju van die Landdroshof, Port Elizabeth-Suid (Tel. 54-2734).

Betaalvoorwaardes: Tien persent (10%) van die koopprys moet onmiddellik na die veiling tesame met die afslaers- en/of Baljukommissie betaal word. Die balans koopprys is betaalbaar teen oordrag en moet verseker word deur 'n waarborg goedgekeur deur die Eiser se prokureur en wat aan hom binne veertien (14) dae na die verkoping verskaf moet word.

Verkoopvoorwaardes: Die volledige verkoopvoorwaardes lê ter insae by die Balju van die Landdroshof, Port Elizabeth-Suid (Tel. 54-2734).

Datum: 18 Augustus 1995.

Greyvensteins Ingelyf, St Georgehuis, Parkrylaan 104, Port Elizabeth. (Verw. H. le Roux/sh/Z00097.)

Case 6839/94

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 **Barend Andrew James Minnaar,** Defendant

The following will be sold in execution on 18 September 1995 at 09:00, in front of the Magistrate's Court for the District of Mitchells Plain, to the highest bidder:

Erf 26862 (Portion of 21753), 254 (two hundred and fifty-four) square metres, held by Deed of Transfer T58386/88, situated at 105 Klipspringer Eastridge, Mitchells Plain.

The following improvements are reported but not guaranteed: *Dwelling:* Dwelling under tiled roof, consisting of two bedrooms, lounge, kitchen, 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 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. (Ref. B. Kosmas/CLS/Z00079.)

Case 14108/94

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

In the matter between **First National Bank of Southern Africa Limited,** Plaintiff, and **Renee Gorham,** Defendant

In pursuance of a judgment in the Magistrate's Court for the District of Wynberg and writ of execution dated 21 June 1994, the following property will be sold in execution to the highest bidder at 4 Long Street, Constantia, on Thursday, 21 September 1995 at 14:00, to the highest bidder:

Certain Erf 1732, Constantia, in the area of the Local Council of Constantia Valley, Cape Division, in extent 1 007 square metres, held by Deed of Transfer T48059/1980, also known as 4 Long Street, Constantia.

Consisting of single-storey residential dwelling, built of brick walls and tiled roof, lounge, dining-room, kitchen, four bedrooms, bathroom and toilet, double garage and swimming-pool.

The conditions of sale may be inspected at the office of the Sheriff, Cape Town, and will be read prior to the sale.

The material conditions are:

1. The sale shall be in terms of and subject to the Magistrates' Courts Act and rules.

2. Ten per ent (10%) of the purchase price shall be paid at the time of the sale and the balance together with interest on the Judgment Creditor's claim at 18,5% (eighteen comma five per cent) and on any preferent creditor's claim at the rate payable to such creditor from date of sale to date of transfer, guaranteed within 14 days of sale shall be paid on transfer.

3. The purchaser is liable for Sheriff's commission, transfer costs and duty, costs of execution and any amount due on the property to any local authority.

4. Possession shall be taken on date of sale.

Dated at Claremont on the 2nd day of August 1995.

Coulters Van Gend & Kotze, Attorneys for Judgment Creditor, Second Floor, Norwich Life Terrace, 25 Protea Road, Claremont. (Ref. JVG/GS/AC: 14565.)

Case 5338/95

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

In the matter between **Boe Merchant Bank Limited,** Plaintiff, and **Walter Ferrier,** Defendant

Be pleased to take notice that in pursuance of the judgment granted by the above Honourable Court, dated 4 May 1995 and writ of execution dated 4 August 1995, the following will be sold in execution on 21 September 1995 at 12:00, at the site being:

Erf 1409, Hout Bay, in the area of the Transitional Metropolitan Substructure of Llandudno/Hout Bay, Division Cape, Province of the Western Cape, measuring 496 m^2 (four hundred and ninety-six) square metres, held by Deed of Transfer T42856/1981, also known as 1409 Bosman Avenue, Llandudno, Cape.

Conditions of sale:

1. The property shall be sold to the highest bidder subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944 and the 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 nothing is guaranteed: Double storey residence with double garage, lounge, kitchen, dining-room, three bedrooms, five bathrooms plus study, downstairs studio, servants' quarters and swimming-pool.

3. *Payment:*

3.1 Ten per centum (10%) of the purchase price shall be paid in cash or by means of a deposit-taking institution guaranteed cheque to the Sheriff of the Court of the auctioneer upon signature of the conditions of sale, or otherwise as the Sheriff of the Court or the auctioneer may arrange.

3.2 The unpaid balance shall be paid on registration of transfer in a form acceptable to the Execution Creditor's conveyancers.

3.3 Interest at a rate to be deterined by the Judgment Creditor shall be paid on—

3.3.1 the amount of the Plaintiff's claim for each month or part thereof from the date of sale to date of registration of transfer;

3.3.2 interest shall further be paid on any preferent creditor's claim at the applicable rate from the date of sale to date of registration of transfer.

3.4 All the amounts mentioned in paragraph 3.2 and 3.3 above are to be secured by the purchaser by approved deposit-taking institution guarantee to be delivered within fourteen (14) days of the sale of the Execution Creditor's conveyancers.

4. *Full conditions of sale:* The full conditions of sale which will be read out by the Sheriff of the Court or the auctioneer, immediately prior to the sale, may be inspected at either the Sheriff of the Court or the auctioneer's office.

Dated at Cape Town on this 15th day of August 1995.

K. G. Druker & Stanich, Attorneys for Plaintiff, 31 Adderley Street, Cape Town. (Ref. GM/gh/W08788.)

Case 236/95

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

In the matter between **The Standard Bank of South Africa Limited,** Execution Creditor, and **Celesta Boonzaaier,** Execution Debtor

In terms of a judgment granted by the Magistrate's Court for the District of Grabouw, dated 20 June 1995, and a warrant of execution issued, the undermentioned property will be sold voetstoots and without reserve in execution by public auction held on the premises, to the highest bidder on 22 September 1995 at 11:00:

Erf 466, Grabouw, in the Municipality of Grabouw, Caledon Division, Western Cape Province, in extent 894 (eight hundred and ninety four) square metres.

Street address: 1 Nerine Avenue, Grabouw.

Conditions of sale:

(1) The property will be sold in execution without reserve and voetstoots to the highest bidder by public auction and subject to the provisions and conditions of the Magistrates' Courts Act, No. 32 of 1944, as amended, and the rules applicable thereto and also the servitudes and conditions attaching to the property contained in the relevant title deeds.

(2) The following information is furnished but not guaranteed:

Large split level home with entrance hall, lounge, dining-room, family-room, kitchen, laundry, pantry, four bedrooms, bathroom/w.c., bathroom/w.c./shower, two garages and a concrete swimming-pool.

(3) The full and complete conditions of sale will be announced by the Sheriff of the Magistrate's Court or auctioneer immediately before the sale and will lie for inspection at the offices of the Sheriff of the Magistrate's Court, Lilian Laing Building, St George's Street, Caledon.

(4) *Payment shall be effected as follows:* Ten per cent (10%) of the purchase price on the day of the sale and the balance together with interest thereon at the prevailing rate of interest from the date of sale to date of registration of transfer against transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

Dated at Bellville on the 15th day of August 1995.

W. de Braal, for Buchanan Boyes, Attorneys for Execution Creditor, Second Floor, Standard Bank Building, Kruskal Avenue, Bellville.

Saak 1175/92

IN DIE LANDDROSHOF VIR DIE DISTRIK GRAAFF-REINET GEHOU TE GRAAFF-REINET

In die saak tussen **ABSA Bank Beperk,** handeldrywend as Bankfin, Eksekusieskuldeiser, en **Phillip Timothy Williams,** Eksekusieskuldenaar

Ter uitvoering van 'n vonnis van die bogemelde Agbare Hof gedateer 28 Oktober 1992, sal die hiernagemelde vaste eiendom geregtelik verkoop word op 29 September 1995 om 10:00, voor die Landdroskantoor, Kerkstraat 26, Graaff-Reinet, onderworpe aan die hiernagemelde voorwaardes en sodanige verdere voorwaardes wat deur die afslaer by die veiling uitgelees sal word:

Eiendomsbeskrywing: Erf 2921, geleë te Vinkstraat 28, Kroonvale, in die munisipaliteit en afdeling Graaff-Reinet, groot 627 vierkante meter, gehou kragtens Titelakte T25891/1981, bestaande uit 'n woonhuis en buitegeboue.

Voorwaardes:

1. Die eiendom sal deur die Balju, Graaff-Reinet, aan die hoogste bieder sonder 'n reserweprys verkoop word.

2. Die koper moet 'n deposito van 10% (tien persent) van die koopprys in kontant onmiddellik op die sluiting van die koopooreenkoms betaal. Die saldo tesame met rente op die volle koopprys, is betaalbaar teen transport verseker te word deur 'n bank of bougenootskap of ander aanneembare waarborg en moet verstrek word aan die oordraggewende prokureurs binne 14 (veertien) dae vanaf datum van verkoping.

3. Die koper moet afslaersgelde op die dag van die verkoping betaal asook transportkoste, hereregte en belasting op toegevoegde waarde, agterstallige belastings en heffings, water- en elektrisiteitsrekeninge en ander noodsaaklike koste om die transport te bewerkstellig.

4. Die eiendom word voetstoots en sonder enige waarborg of voorstelling verkoop, onderhewig aan die serwitute en voorwaardes in die transportakte vermeld.

Gedateer te Graaff-Reinet op hierdie 14de dag van Augustus 1995.

V. Dercksen & Vennote, Prokureurs vir die Eksekusieskuldeiser, Kerkstraat 14, Graaff-Reinet. (Verw. D. J. Dercksen.)

Case 1861/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF SIMON'S TOWN HELD AT SIMON'S TOWN

In the matter between **Cape Consumers,** Execution Creditor, and **Errol Rogers,** Execution Debtor

Be pleased to take notice that in pursuance of a judgment of the above Honourable Court and a warrant of execution, the undermentioned goods will be sold by the Sheriff, Simon's Town, to the highest bidder by public auction at 32 Abingdon Circle, Fish Hoek, Cape, on 4 October 1995 at 13:00:

Remainder of Erf 11750, Cape Town, at Fish Hoek, Cape Division, in extent 453 (four hundred and fifty three) square metres, held by Deed of Transfer T20614/1967, also known as 32 Abingdon Circle Fish Hoek.

Dated at Cape Town this 31st day of July 1995.

K. Hofman, for Prisman Wilson Choritz & Goldberg, Attorneys for Execution Creditor, 29th Floor, Trust Bank Centre, Adderley Street, Cape Town. (Ref. C92062.)

Case 27/95

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MOUNT CURRIE HELD AT MATATIELE

In the matter between **The Treasurer, Town Board Cedarville,** Plaintiff, and **Pieter Philippus de Bruyn,** Defendant

In pursuance of a judgment in the Court of the Magistrate at Matatiele and the warrant of execution issued pursuant thereto on 25 May 1995, the immovable property described as:

Erf 155, situated in the Borough of Cedarville, in the Magisterial District of Mount Currie, will be sold in execution on Friday, 15 September 1995 at 11:00, in front of the Magistrate's Court, Matatiele, on terms and conditions which will be read out at the time of sale, and which may be in the meantime be inspected at the offices of Rogers & Morris, the Plaintiff's local attorneys, 110 Main Street, Matatiele.

The material terms and conditions of the sale are as follows:

1. (a) The purchase price shall be paid as to 10% (ten per centum) thereof at the time of sale into the trust account of Plaintiff's conveyancers who shall invest in this interest bearing account. All interest earned thereon shall be for the purchaser's benefit.

(b) The balance of the purchase price together with interest at the rate payable to the Plaintiff at the time of this sale on the amount of the Plaintiff's claim and calculated from the date of sale until the date of transfer shall be paid and secured by a bank or building society guarantee in a form acceptable to the Plaintiff's conveyancers. This guarantee shall be delivered to the Plaintiff's conveyancers within fourteen (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 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 4% (four per centum) of the purchase price.

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

(f) Neither the plaintiff nor the Sheriff give any warranty as to the state of the property which is sold voetstoots.

(g) The risk in and to the property shall pass to the purchaser on the date of sale.

Dated at 1995.

Rogers & Morris, Plaintiff's Attorneys, 110 Main Street, P.O. Box 14, Matatiele, 4730.

Saak 9414/92

IN DIE LANDDROSHOF VIR DIE DISTRIK KUILSRIVIER GEHOU TE KUILSRIVIER

In die saak tussen **NBS Bank Beperk,** Eiser, en **R. C.** en **S. Samuels,** Verweerders

Ingevolge 'n vonnis van die Landdroshof, Kuilsrivier, gedateer 10 September 1992 en 'n lasbrief tot beslaglegging van onroerende eiendom hieronder beskryf, by die perseel te p.a. Landdroskantoor, Kuilsrivier, per publieke veiling te koop aangebied op 28 September 1995 om 09:00:

Erf 2242, Gaylee, ook bekend as Feyenoordweg 52, Dennemere, Blackheath, afdeling Stellenbosch, groot 201 vierkante meter, gehou kragtens Transportakte T22559/89.

Voorwaardes:

1. Die eiendom sal deur die afslaer en/of Balju, Landdroshof van Kuilsrivier, verkoop word aan die hoogste bieder, onderhewig aan die hiernavermelde voorwaardes.

2. Indien die afslaer 'n fout by die verkoping maak, is so 'n fout nie op enige van die partye bindend nie, maar kan dit reggestel word. By die weiering van 'n bod, kan die eiendom onmiddellik vir verkoping aangebied word.

3. (a) Die koper moet 'n deposito van tien persent (10%) van die koopprys kontant op die dag van die verkoping betaal, die balans betaalbaar teen transport en verseker te word deur 'n waarborg van 'n bank of bouvereniging wat deur die Eiser se prokureurs goedgekeur is, die waarborg aan die Balju en/of Afslaer binne sewe (7) dae na die datum van verkoping verstrek word.

(b) Indien die transport van die eiendom nie binne een maand na die verkoping geregistreer is nie, sal die Koper aanspreeklik wees vir betaling van rente teen 19% (negentien 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, Kuilsrivier, en by die kantoor van die ondergemelde Bill Tolken Hendrikse & Vennote, Prokureurs van Eiser, Sarel Cilliersstraat 1, Bellville.

Bill Tolken Hendrikse & Vennote, Posbus 687, Sanlamhof, 7532.

Case 4615/94

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

In the matter between **Cape of Good Hope Bank Ltd,** Judgment Creditor, and **Walter Patrick Raatz** and **Loretta Claire Raatz,** Judgment Debtors

In execution of the judgment of the Magistrate's Court, Strand, in the above matter, a sale will be held on Wednesday, 4 October 1995 at 12:00, and at the property of the following immovable property:

Erf 21438, The Strand, in the Municipality of the Strand, Division of Stellenbosch, in extent 737 square metres, held by Deed of Transfer T6373/94, situated at 87 Hassan Khan Street, Gustrouw, Strand, Cape.

1. The sale is subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, the property being sold voetstoots and as it stands and subject to the conditions of the existing title deeds. The highest bidder shall be the purchaser, subject to the provisions of section 66 of the above Act and the conditions of sale. The price bid shall be exclusive of Value-Added Tax and the purchaser shall pay Value-Added Tax on the purchase price as provided for in the conditions of sale, subject to the provisions thereof.

2. One tenth ($\frac{1}{10}$) of the purchase price shall be paid in cash or by means of a bank-marked cheque and immediately after the property is declared to be sold and the balance of the puchase price together with interest as detailed in the conditions of sale to be paid against registration of transfer, and received within fourteen (14) days after the date of sale by a bank or building society guarantee.

3. The following improvements to the property are reported, but nothing is guaranteed:

A neighbourhood shopping complex comprising three shops and a games room.

And subject to the full conditions of sale which will be read out at the time of the sale and which may be inspected at the offices of the Sheriff of the Court at The Strand and at the offices of the auctioneers, Michael James Organisation, 63 Victoria Road, Somerset West, Cape.

Herold Gie & Broadhead, Attorneys for Judgment Creditor, Permanent Buildings, 8 Darling Street, Cape Town. (Ref. A. C. Broodryk.)

Case 18824/95

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT ELIZABETH HELD AT PORT ELIZABETH

In the matter between **NBS Bank Limited,** Plaintiff, and **Hester Elizabeth Siebert,** Defendant

In pursuance of a judgment in the Court for the Magistrate of Port Elizabeth, dated 21 June 1995, and a writ of execution dated 22 June 1995, the property listed hereunder will be sold in execution on Friday, 22 September 1995 at 14:15, at the front entrance of the New Law Courts, North End, Port Elizabeth:

Certain: Erf 1022, Theescombe, Municipality and Division of Port Elizabeth, measuring 915 (nine hundred and fifteen) square metres, situated at 13 Bernice Street, Kamma Park, Port Elizabeth.

Improvements: Although not guaranteed, it consists of single storey, brick under tile private dwelling with lounge, kitchen, two bedrooms, bathroom, w.c. and servant's room with w.c.

Material conditions of sale:

1. The property shall be sold voetstoots without reserve and to the highest bidder, and shall be subject to the conditions of sale, the terms of the Magistrates' Courts Act and the rules made thereunder and of the title deeds, in so far as these are applicable.

2. 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 17th day of August 1995.

Joubert Galpin & Searle, Plaintiff's Attorneys, First Floor, NBS Building, 30 Main Street, P.O. Box 59, Port Elizabeth. [Tel. (041) 562885.]

Case 17111/95

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT ELIZABETH HELD AT PORT ELIZABETH

In the matter between **ABSA Bank Limited,** Plaintiff, and **Farhana Bibi Mahomed-Stocker,** Defendant

In pursuance of a judgment in the Court for the Magistrate of Port Elizabeth, dated 8 June 1995 and a writ of execution dated 14 June 1995, the property listed hereunder will be sold in execution on Friday, 22 September 1995 at 14:15, at the front entrance of the New Law Courts, North End, Port Elizabeth:

Certain: Erf 7200, Bethelsdorp, in the Municipality and Division of Port Elizabeth, measuring 313 (three hundred and thirteen) square metres, situated at 47 St Jude Street, Bethelsdorp, Port Elizabeth.

Improvements: Although not guaranteed, it consists of single storey, block under tile private dwelling with lounge, kitchen, two bedrooms and bathroom with w.c.

Material conditions of sale:

1. The property shall be sold voetstoots without reserve and to the highest bidder, and shall be subject to the conditions of sale, the terms of the Magistrates' Courts Act and the rules made thereunder and of the title deeds, in so far as these are applicable.

2. Ten per cent (10%) of the purchase price shall be paid on signature of the conditions of sale and the balance plus 17,25 % (seventeen 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 17th day of August 1995.

Joubert Galpin & Searle, Plaintiff's Attorneys, First Floor, NBS Building, 30 Main Street, P.O. Box 59, Port Elizabeth. [Tel. (041) 562885.]

Case 117/94

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

In the matter between **Koleka Miza,** Plaintiff, and **Harold Mteteli Kobo,** Defendant

The property known as:

Certain: Piece of land being Erf 405, Tsolo, in Tsolo Township Extension 2, situated in the Municipality and District of Tsolo, measuring one thousand two hundred and forty-four (1 244) square metres, with improvements thereon comprising substantial buildings.

Shall be sold to the highest bidder by the Deputy Sheriff of Tsolo on 29 September 1995, at the premises at Tsolo.

The special conditions of sale may be inspected at the offices of the Deputy Sheriff Tsolo.

Potelwa & Co., Plaintiff's Attorneys, 27 Sprigg Street, Umtata.

Case 112/95

IN THE SUPREME COURT OF TRANSKEI

In the matter between **Bank of Transkei Limited,** Plaintiff, and **Lulama Maiden Pakati,** First Defendant, and **Tyson Titus Lungelo Pakati,** Second Defendant

The properties known as:

1. *Certain:* Piece of land being Erf 34, Bizana, situated in the Municipality and District of Bizana, measuring four thousand four hundred and sixty-one (4 461) square metres.

2. *Certain:* Piece of land being Erf 35, Bizana, situated in the Municipality and District of Bizana, measuring four thousand and thirty-five (4 035) square metres.

Shall be sold to the highest bidder by the Deputy Sheriff of Bizana on 12 October 1995 at 11:00, before the offices of the Deputy Sheriff, Bizana.

Dated at Umtata this 11th day of August 1995.

M. B. MDA Incorporated, Plaintiff's Attorneys, 46 Wesley Street, P.O. Box 978, Umtata. (Ref. MBM/In/Coll.)

Saak 10226/94

IN DIE LANDDROSHOF VIR DIE DISTRIK KIMBERLEY GEHOU TE KIMBERLEY

In die saak tussen **V. Ramkissoon,** Eiser, en **D. J. Bezuidenhout,** Verweerder

In navolging van 'n vonnis van bogemelde Agbare Hof, gedateer 9 Februarie 1995, en 'n lasbrief tot beslaglegging van onroerende goed, gedateer 24 Februarie 1995, sal die ondergemelde onroerende goed deur die Balju van die Landdroshof vir die distrik Kimberley, per publieke veiling in eksekusie verkoop word aan die hoogste bieër te die Landdroskantoor te Kimberley, op Donderdag, 21 September 1995 om 10:00.

Die eiendom wat verkoop word, is die volgende:

Sekere: Erf 6978, geleë in die stad Kimberley, distrik Kimberley, groot eenduisend vierhonderd agt-en-twintig (1 428) vierkante meter, gehou kragtens Transportakte T1161/1989. Die eiendom ook bekend as Palvieweg 6, Kimberley.

Informasie: Die volgende informasie word verskaf maar nie gewaarborg nie: Op die perseel is 'n woonhuis met die gewone buitegeboue.

Verkoopvoorwaardes: 10% (tien persent) van die koopprys is betaalbaar onmiddellik na die verkoping tesame met die afslaerskommissie en die balans teen registrasie van die eiendom in die naam van die koper, welke balans verseker moet word deur 'n goedgekeurde bank, bouvereniging of ander waarborg. Verdere verkoopvoorwaardes kan geïnspekteer word ten kantore van die Balju te Kimberley.

Gedateer te Kimberley hierdie 16de dag van Augustus 1995.

Elliott Maris Wilmans & Hay, Eiser se Prokureurs, Cheapside, Posbus 179, Kimberley. (Verw. mev. Pienaar/nj/614.)

Saak 4994/94

IN DIE LANDDROSHOF VIR DIE DISTRIK WORCESTER GEHOU TE WORCESTER

In die saak tussen **S. Fanie,** Eksekusieskuldeiser, en **C. Heskwa,** Eksekusieskuldenaar

Die volgende vaste eiendom word per openbare veiling in eksekusie verkoop op Vrydag, 15 September 1995 om 11:00 op die perseel self:

Erf 10750, Worcester, geleë te Söngelaan 24, Esselenpark, Worcester, in die gebied van Worcester Plaaslike Oorgangsraad, afdeling Worcester, provinsie Wes-Kaap.

Die verkoping sal voetstoots geskied aan die hoogste bieder, onderhewig aan die bepalings van die Wet op Landdroshowe, Wet No. 32 van 1944, soos gewysig, en die reëls daarkragtens uitgevaardig, asook aan die verkoopvoorwaardes en bepalings van die toepaslike transportakte(s). Die koper sal 10% (tien persent) van die koopsom onmiddellik ná die veiling in kontant aan die Balju/afslaer betaal, die saldo van die koopsom, tesame met rente daarop teen die maksimum toegelate koers vanaf die datum van die veiling tot datum van registrasie van transport in naam van die koper, moet binne 21 (een-en-twintig) dae na die datum van die veiling verseker word deur 'n aanvaarbare bank- of bouvereinigingwaarborg. Die koper sal alle hereregte, oordragsgelde, afslaerskommissie, en alle ander verwante koste en/of uitgawes, betaal.

Die volledige veilingvoorwaardes lê ter insae in die kantoor van die Balju, Landdroshof, Stockenströmstraat 32, Worcester, en sal voor die veiling deur die Balju/Afslaer voorgelees word.

Gedateer en onderteken te Worcester op 17 Augustus 1995.

J. E. Krige & Seuns, Prokureurs vir Eksekusieskuldeiser, Baringstraat 33, Worcester, 6850. (Verw. JPB/F153.); S. H. Kilian, Landdroshof, Worcester.)

Case 39084/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT ELIZABETH HELD AT PORT ELIZABETH

In the matter beween **NBS Bank Limited,** Plaintiff, and **Anthony Vidalis,** in his capacity as Co-Trustee of the VMM Family Trust TM.4082, First Defendant, **Anthony Vidalis,** Second Defendant, **Sophia Vidalis,** Third Defendant, and **Adamandia Vrachionides,** Fourth Defendant

In pursuance of a judgment in the Court for the Magistrate, Port Elizabeth, dated 23 June 1995, and writ of execution dated 28 June 1995, the property listed hereunder will be sold in execution on Friday, 22 September 1995 at the front entrance of the New Law Courts, North End, Port Elizabeth at 14:15:

Certain Section 11 (Eleven) as shown and more fully described on Sectional Plan SS199/1993 in the scheme known as Crestview in respect of the land and buildings situated at Kabega in the Municipality of Port Elizabeth, of which the floor area, according to the sectional plan is 75 (seventy-five) square metres in extent; and

an undivided share in the common unit 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 ST11888/93, situated at House 5, Section 11, Crestview, Port Elizabeth.

Improvements although not guaranteed, it consists of brick under tile with lounge, dining-room, two bedrooms, bathroom, w.c., verandah, garden and parking facility.

Material conditions of sale:

1. The property shall be sold voetstoots without reserve 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, insofar 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 centum) 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 the 17th day of August 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 2945/95

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

In the matter between **Cape of Good Hope Bank Ltd,** Judgment Creditor, and **Riverside Acres CC,** Judgment Debtor

In the execution of the judgment of the Magistrate's Court, Strand, in the above matter, a sale will be held on Wednesday, 4 October 1995 at 11:00 and at the property of the following immovable property:

Erf 21682, The Strand, in the Municipality of the Strand, Division of Stellenbosch, in extent 283 square metres, held by Deed of Transfer T40335/94, situated at 2 Theron Crescent, Vredenhof, Strand, Cape.

1. The sale is subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, the property being sold voetstoots and as it stands and subject to the conditions of the existing title deeds. The highest bidder shall be the purchaser, subject to the provisions of section 66 of the above Act and the conditions of sale. The price bid shall be exclusive of Value-Added Tax and the purchaser shall pay Value-Added Tax on the purchase price as provided for in the conditions of sale, subject to the provisions thereof.

2. One tenth ($\frac{1}{10}$) of the purchase price shall be paid in cash or by means of a bank-marked cheque and immediately after the property is declared to be sold and the balance of the purchase price together with interest as detailed in the conditions of sale to be paid against registration of transfer, and received within fourteen (14) days after the date of sale by a bank or building society guarantee.

3. The following improvements to the property are reported, but nothing is guaranteed: A dwelling consisting of three bedrooms, lounge, kitchen, bathroom and separate toilet.

And subject to the full conditions of sale which will be read out at the time of the sale and which may be inspected at the offices of the Sheriff of the Court at the Strand, and at the offices of the undermentioned auctioneers Michael James Organisation, 63 Victoria Road, Somerset West, Cape.

Herold Gie & Broadhead, Attorneys for Judgment Creditor, Permanent Buildings, 8 Darling Street, Cape Town. (Ref. A. C. Broodryk.)

Case 6275/95
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 **Keith Marsden,** 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 15 Destervanger Street, Sedgefield, on Friday, 20 October 1995 at 12:00, 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, 35 Market Street, Knysna:

Erf 1778, Sedgefield, in the Municipality of Sedgefield, Division of Knysna, in extent 726 square metres, and situated at 15 Destervanger Street, Sedgefield.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: A 113 square metre main dwelling consisting of lounge/dining-room, kitchen, three bedrooms, bathroom with water closet, shower with water closet and a 48 square metres outbuilding consisting of a carport, servants' quarters 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 22nd day of August 1995.

W. D. Inglis, for William Inglis, Plaintiff's Attorneys, 17 Marconi Road, Montague Gardens. [Tel. (021) 52-5138.] (Ref. W. D. Inglis/cs/R197/4632.)

Case 6371/95
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 **Ralph Stewart Taylor,** First Defendant, and **Shirley Jeanette Taylor,** Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Cape of Good Hope Provincial Division) in the above-mentioned suit, a sale without reserve will be held at 6 Meerlust Close, Richwood, on Monday, 9 October 1995 at 11:30, of the undermentioned property of the Defendants on the conditions which will lie for inspection at the offices of the Sheriff for the Supreme Court, 29 Northumberland Avenue, Bellville:

Erf 1031, Richmond Park, in the Municipality of Milnerton, Cape Division, in extent 439 square metres, and situated at 6 Meerlust Close, Richwood.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: A 97 square metres main dwelling consisting of a lounge/dining-room, kitchen, three bedrooms, bathroom with water closet, shower with water closet and a 20 square metre main dwelling consisting of a garage.

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 21st day of August 1995.

W. D. Inglis, for William Inglis, Plaintiff's Attorneys, 17 Marconi Road, Montague Gardens. [Tel. (021) 52-5138.] (Ref. W. D. Inglis/cs/S2105/5114.)

NATAL

Case 2498/95

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

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Gcinaphi Mumimah Nkosi,** Defendant

In pursuance of a judgment in the Court of the Magistrate of Newcastle dated 23 June 1995 the undermentioned immovable property together with improvements thereon will be sold in execution on 13 September 1995 at 10:00, at the front entrance of the Magistrate's Court, Newcastle, to the highest bidder:

Ownership Unit A9981, situated in the Township of Madadeni, District of Madadeni, measuring three hundred and sixty-two (362) square metres.

Street address: Unit A9981, Madadeni.

The conditions of sale may be inspected at the office of the Sheriff of the Magistrate's Court, Newcastle, and will be read immediately prior to the sale.

Dated at Newcastle on this 10th day of August 1995.

T. Quintal, for Stuart Saville & Co. Inc. (Registration No. 93/00701/21), Plaintiff's Attorneys, 48 Paterson Street, P.O. Box 2960, Newcastle, 2940. [Tel. (03431) 5-3021.]

Case 2499/95

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

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Abraham Pieter Jacobus Fourie,** First Defendant, and **Susara Elizabeth Fourie,** Second Defendant

In pursuance of a judgment in the Court of the Magistrate of Newcastle dated 23 June 1995 the undermentioned immovable property together with improvements thereon will be sold in execution on 13 September 1995 at 10:00, at the front entrance of the Magistrate's Court, Newcastle, to the highest bidder:

Lot 3937, Newcastle Extension 21, situated in the Newcastle Transitional Local Council Area, Administrative District of Natal, Province of KwaZulu/Natal, measuring 2 610 (two thousand six hundred and ten) square metres.

Street address: 47 Coronation Road, Newcastle.

The conditions of sale may be inspected at the office of the Sheriff of the Magistrate's Court, Newcastle, and will be read immediately prior to the sale.

Dated at Newcastle on this 15th day of August 1995.

T. Quintal, for Stuart Saville & Co. Inc. (Registration No. 93/00701/21), Plaintiff's Attorneys, 48 Paterson Street, P.O. Box 2960, Newcastle, 2940. [Tel. (03431) 5-3021.]

Case 926/92

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

In the matter between **Nedperm Bank Limited,** Plaintiff, and **T. D. Mthethwa,** Defendant

In pursuance of a judgment granted on 12 January 1993 in the above Court, and a writ of execution issued thereafter, the immovable property listed hereunder shall be sold in execution, to the highest bidder on 19 September 1995 at 09:00, at the Magistrate's Court, Mtunzini:

1. (a) *Deeds office description:* Ownership Unit J2081, Esikhawini Township, County of Zululand, measuring 338 (three hundred and thirty-eight) square metres in extent.

1. (b) *Street address:* J2081 Esikhawini.

1. (c) *Improvements* (not warranted to be correct): Single storey dwelling consisting of three bedrooms, bathroom, kitchen and lounge.

1. (d) *Zoning/special privileges or exemptions:* Special Residential zoning, no special privileges or exemptions.

2. The conditions of sale may be inspected at the office of the Sheriff of the Magistrate's Court, 8 Hulley Street, Mtunzini.

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

Dated at Empangeni on this 16th day of August 1995.

Schreiber Smith Attorneys, Yellowood Lodge, Norman Tedder Lane, Empangeni, 3880. (Ref. Mr Rohrs/kr/09/N9066/95.)

Case 1901/95

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 **Dastoor Investments (Pty) Limited,** Defendant

In pursuance of a judgment of the Supreme Court of South Africa (Durban Coast Local Division) in the above-mentioned suit, a sale will be held by the Sheriff, Durban North, on the steps of the Supreme Court, Masonic Grove, Durban, on Friday, 15 September 1995 at 10:00, of the undermentioned property to the highest bidder on conditions to be read by the Sheriff at the time of the sale:

The property is described as:

1. A unit consisting of:

(a) Section 51, Templeton Green, as shown and more fully described on Sectional Plan SS298/93 in the scheme known as Templeton Green, in respect of the land and building or buildings situated at Berea, City of Durban, of which section the floor area, according to the said sectional plan, is 88 (eighty-eight) square metres in extent; and

(b) an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said section plan, held under Deed of Transfer ST14240/93;

(c) an exclusive use area described as Parking P51, measuring 13 (thirteen) square metres being part of the common property, comprising the land and building or buildings known as Templeton Green, situated at Berea City of Durban, as shown and more fully described on and held under Notarial Deed of Cession SK9040/93; and

(d) an exclusive use area described as Parking P95, measuring 11 (eleven) square metres being part of the common property, comprising the land and building or buildings known as Templeton Green, situated at Berea City of Durban, as shown and more fully described on and held under Notarial Deed of Cession SK9040/93.

Street address: 51 Templeton Green, 60 Bellevue Road, Durban.

Improvements: A flat consisting of kitchen with built-in-unit/oven/hob and tile floor/wall, lounge/dining-room with tile roof, balcony with quarry tile floor, bathroom (shower/hand basin/toilet) with tile floor/wall, bedroom with built-in cupboard and carpet floor, bedroom with built-in cupboard, carpet floor and main-en-suite (bath/hand basin/toilet/tile floor and wall), and under cover parking bay.

Zoning: Special Residential (nothing guaranteed).

Full conditions of sale may be inspected at the office of the Sheriff, Supreme Court, 15 Milne Street, Durban, Tel. 368-2100.

Dated at Durban on this 31st day of July 1995.

Livingston Leandy Inc., Plaintiff's Attorneys, 10th Floor, First National Bank Building, corner of Smith & Field Streets, Durban. (Ref. Mr G. A. Pentecost.)

Case 2593/95

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 **Jerome Thulani Khuzwayo,** First Defendant, and **Sindisiwe Doris Khuzwayo,** 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 in to the highest bidder without reserve at the south entrance of Umlazi Magistrate's Court near the National and KwaZulu flag pole, Umlazi at 12:00 on Friday, 15 September 1995:

Description: Site 276, situated in the Township of Umlazi, District of Umlazi, in extent 382 (three hundred and eighty-two) square metres, held under Certificate of Right of Leasehold G001055/94.

Physical address: Y 276, Umlazi, Natal.

Zoning: Special Residential.

The property consists of the following: Brick under tile dwelling consisting of: Lounge, kitchen, two bedrooms, bathroom with toilet and shower.

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 the 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 arrears 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, Umlazi, Natal.

Dated at Durban on this the 2nd day of August 1995.

Garlicke & Bousfield Inc., Plaintiff's Attorneys, 22nd Floor, Durban Bay House, 333 Smith Street, Durban, 4001. (Ref. Mrs S. L. Mayes/SB.741/J C Jones.)

Case 3244/95

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF INANDA HELD AT VERULAM

In the matter between **Kwazulu Finance & Investment Corporation Limited,** Judgment Creditor, and **Richman Malinga,** Judgment Debtor

In pursuance of judgment granted on the 6 June 1995, in the Verulam Magistrate's Court, and under a writ of execution issued thereafter the immovable property listed hereunder will be sold in execution on 22 September 1995 at 10:00 at the front entrance of the Magistrate's Court Building, Moss Street, Verulam, to the highest bidder:

Description: Ownership Unit 2310, Inanda Newtown A, District of Verulam, in extent two hundred and ninety-nine (299) square metres.

Postal address: Unit 2310, Inanda Newtown A, 4310.

Improvements: Block under asbestos dwelling comprising two bedrooms, lounge, kitchen, toilet outside and no bathroom, lights facilities, no water facilities.

Held by the Defendant in his name under Deed of Grant GF3381/86, nothing above is guaranteed. Vacant possession is not guaranteed.

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.

2. The purchaser shall pay the purchase price in cash or by bank-guaranteed cheque on the day of the sale. In the event of the purchaser having to obtain finance from a financial institution, the purchaser shall, on the day of the sale, produce written confirmation from the said financial institution to the effect that the purchaser qualifies for a loan. The amount of the loan shall not be less than the purchase price.

3. The purchaser shall be liable for payment of interest to the Execution Creditor and to the bondholder, if any, from date of sale to date of registration of transfer as set out in the conditions of sale.

4. Transfer shall be effected by the Plaintiff or its attorneys and the purchaser shall pay all transfer costs, current rated taxes and other necessary charges to effect transfer, upon request by the said attorneys.

The full conditions may be inspected at the offices of the Sheriff of the Magistrate's Court, 2 Mountview Shopping Centre, corner of Inanda and Jacaranda Roads, Verulam.

Dated at Umhlanga Rocks on this the 10th day of August 1995.

Gavin Gow, Jenkins & Pearse, Plaintiff's Attorneys, Suite 15, Chartwell Centre, Chartwell Drive, Umhlanga Rocks, 4320, P.O. Box 610, Umhlanga Rocks, 4320. [Tel. (031) 561-1011.]

Case 72198/94

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 **Edgar Edward Stuart,** First Defendant, and **Phyllis Dorothy Stuart,** Second Defendant

In pursuance of a judgment granted on the 15 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 biddder on 22 September 1995 at 09:00 at the front entrance of the Magistrate's Court, Moss Street, Verulam:

Description: Subdivision 97 of Lot 436, Zeekoe Vallei, situated in the City of Durban, Administrative District of Natal, Province of KwaZulu/Natal, in extent 177 square metres, formerly Subdivision 4563 (of 4466) of the farm Zeekoe Valley 787.

Address: 20 Tarpon Place, Newlands East.

Improvements: Double storey brick under tile, water and lights. *Upstairs:* Two bedrooms. *Downstairs:* Kitchen, lounge, toilet, bathroom and concrete fencing.

1. (a) The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.

(b) The property shall be sold without reserve to the highest bidder.

2. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price and the auctioneer's commission in cash immediately after the sale and the balance to be secured by a bank or building society guarantee.

The full conditions of sale may be inspected at the offices of the Sheriff of the Magistrate's Court, Inanda (2).

Jackson and Ameen, Plaintiff's Attorneys, Fifth Floor, Fenton House, Fenton Road, Durban. (Ref. Colls/P Murugan/05N011617.)

Case 3201/95

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 **Jayendra Tathiah,** First Defendant, and **Ayesha Bee Tathiah,** 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 22 September 1995 at 09:00, at the front entrance to the Magistrate's Court, Moss Street, Verulam.

Description: Lot 875, Earlsfield, situated in the City of Durban, Administrative District of Natal, Province of KwaZulu/Natal, in extent 553 square metres.

Address: 154 Cornfield Crescent, Earlsfield, Newlands West.

Improvements: Brick/tile with water and lights: Three bedrooms, kitchen, lounge, dining-room, toilet, bathroom, yard and driveway paved and concrete fencing.

1. (a) The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.

(b) The property shall be sold without reserve to the highest bidder.

2. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price and the auctioneer's commission in cash immediately after the sale and the balance to be secured by a bank or building society guarantee.

The full conditions of sale may be inspected at the offices of the Sheriff of the Magistrate's Court, Inanda (2).

Jackson & Ameen, Plaintiff's Attorneys, Fifth Floor, Fenton House, Fenton Road, Durban. (Ref. COLLS/P. Murugan/05N225080.)

Case 2509/95

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 **Sathishwar Ramnarain,** First Defendant, and **Sangeetha Devi Ramnarain,** Second Defendant

In pursuance of a judgment granted on 26 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 22 September 1995 at 09:00, at the front entrance to the Magistrate's Court, Moss Street, Verulam:

Description: Subdivision 1 of Lot 534, Verulam, situated in the Borough of Verulam and in Port Natal Ebhodwe Joint Services Board Area, Administrative District of Natal, Province of KwaZulu/Natal, in extent 1 542 square metres.

Address: 36 Valley View Drive, Temple Valley, Verulam.

Improvements: Brick under tile dwelling with water and lights consisting three bedrooms with main en suite, lounge, dining-room (open plan), prayer room, laundry, toilet and bath, toilet, double garage and no fence.

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 (2).

Jackson & Ameen, Plaintiff's Attorneys, Fifth Floor, Fenton House, Fenton Road, Durban. (Ref. COLLS/P. Murugan/05N011655.)

Case 2183/94

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

In the matter between **Town Treasurer for Borough of Pinetown,** Execution Creditor, and **Glenridge Drive-In (Pty) Limited,** Execution Debtor

In pursuance of a judgment in the Magistrate's Court for the District of Pinetown, dated 19 January 1995, and a warrant of execution issued on 25 January 1995, the following immovable property will be sold in execution on 15 September 1995 at 10:00, in front of the Magistrate's Court Building, Chancery Lane, Pinetown, to the highest bidder:

Description: Subdivision 20 of Lot 6580, Pinetown, situated in the Borough of Pinetown and in the Port Natal-Ebhodwe Joint Services Board Area, Administrative District of Natal, which has been laid out into 63 Lots and recorded on data records as remainder of Pinetown (Extension 85), in extent 12,7395 hectares.

Postal address: Fern/Trishan Avenue, Pinetown.

Improvements: Vacant ground.

Town-planning zoning: Residential.

Special privileges: None known.

Nothing is guaranteed in the above respect.

Conditions:

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.

2. The purchaser (excluding the Judgment Creditor) shall pay a deposit of 10% (ten per cent) of the purchase price and auctioneer's charges immediately after the sale. The balance of the purchase price, including interest as set out in the conditions of sale, is payable against transfer, to be secured in the interim by a bank or building society guarantee to be approved by the Execution Creditor's attorneys and to be furnished to the Sheriff within fourteen (14) days after the date of sale.

3. Transfer will be effected by the Execution Creditor's attorneys and the purchaser shall pay to them all the costs and charges, as more fully set out in Clause 5 of the conditions of sale which conditions may be inspected at the offices of the Sheriff of Pinetown, and the said attorneys.

Dated at Pinetown this 4th day of August 1995.

C. J. A. Ferreira, Attorney for Execution Creditor, Suite 3, Media House, 47 Kings Road, Pinetown.

Case 3941/95

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF INANDA HELD AT VERULAM

In the matter between **KwaZulu Finance & Investment Corporation Limited,** Judgment Creditor, and **Fredreck Sibusiso Gumede,** Judgment Debtor

In pursuance of a judgment granted on 23 May 1995, in the Verulam Magistrate's Court, and under a writ of execution issued thereafter the immovable property listed hereunder will be sold in execution on 22 September 1995 at 09:00, at the front entrance of the Magistrate's Court, Moss Street, Verulam, to the highest bidder:

Description: Lot 753, Hambanati, situated in the Administrative District of Natal, in extent 274 (two hundred and seventy-four) square metres, postal address Lot 735 Chilli Road, Hambanati, 4400.

Improvements: Brick under tile dwelling with water and lights, two bedrooms, lounge, kitchen, toilet and bath, held by the Defendant in his name under Certificate of Ownership TE37537/93.

Nothing above is guaranteed.

Vacant possession is not guaranteed.

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.

2. The purchaser shall pay the purchase price in cash or by bank-guaranteed cheque on the day of the sale. In the event of the purchaser having to obtain finance from a financial institution, the purchaser shall, on the day of the sale, produce written confirmation from the said financial institution to the effect that the purchaser qualifies for a loan. The amount of the loan shall not be less than the purchase price.

3. The purchaser shall be liable for payment of interest to the Execution Creditor and to the bondholder, if any, from date of sale to date of registration of transfer as set out in the conditions of sale.

4. Transfer shall be effected by the Plaintiff or its attorneys and the purchaser shall pay all transfer costs, current rated taxes and other necessary charges to effect transfer, upon request by the said attorneys.

The full conditions may be inspected at the offices of the Sheriff of the Magistrate's Court, Suite 15, Foresum Centre, 314 Old Main Road, Tongaat.

Dated at Umhlanga Rocks on this 25th July 1995.

Gavin Gow, Jenkins & Pearse, Plaintiff's Attorneys, Suite 15, Chartwell Centre, Chartwell Drive, P.O. Box 610, Umhlanga Rocks, 4320. [Tel. (031) 561-1011.]

Case 26502/94

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

In the matter between **City Council of the City of Pietermaritzburg,** Execution Creditor, and **Desire Investments (Pty) Limited,** Execution Debtor

In pursuance of a judgment in the Court of the Magistrate at Pietermaritzburg dated 27 December 1994, the following immovable property will be sold in execution on 22 September 1995 at 11:00, at the Sheriff's Salesroom, 277 Berg Street, Pietermaritzburg, to the highest bidder:

Subdivision 718 (of 557), of the farm Shortts Retreat 1208, situated in the Pietermaritzburg/Msunduzi Transitional Local Council Area, Administrative District of Natal, Province of KwaZulu/Natal, in extent of 1 736 square metres, represented and situated at 45 Shortts Retreat Road, Mkondeni, Pietermaritzburg.

Material conditions of sale:

The purchaser shall pay 10% (ten per centum) of the purchase price in cash at the time of sale and the balance shall be paid or secured by a bank or building society guarantee approved by the Execution Creditor's attorneys, to be furnished to the Sheriff of the Magistrate's Court, 277 Berg Street, Pietermaritzburg, within fourteen (14) days of the date of sale. The full conditions of sale can be inspected at the office of the Sheriff of the Magistrate's Court, 277 Berg Street, Pietermaritzburg, Natal.

Dated at Pietermaritzburg on this 2nd day of August 1995.

P. J. M. Seymour, for Mason Weinberg, Execution Creditor's Attorney, Third Floor, Fedlife House, 251 Church Street, Pietermaritzburg.

Case 1584/95

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), Plaintiff, and **Rajen Ramkewal Mahabeer,** First Defendant, and **Rowena Mahabeer,** Second Defendant

In pursuance of a judgment granted on 8 March 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 22 September 1995 at 10:00, at the front entrance to the Magistrate's Court, 22 Chancery Lane, Pinetown.

Description: Lot 1068, Westville, situated in the Borough of Westville, Administrative District of Natal, in extent 4 449 square metres.

Address: 83 Devon Terrace, Westville.

Improvements: Brick under tile factory/warehouse with store-rooms and tar 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 office of the Sheriff of the Magistrate's Court, Pinetown.

Jackson & Ameen, Plaintiff's Attorneys, Fifth Floor, Fenton House, Fenton Road, Durban. (Ref. Colls/P. Murugan/05N011646.)

Saak 10/93

IN DIE LANDDROSHOF VIR DIE DISTRIK NEWCASTLE GEHOU TE NEWCASTLE

In die saak tussen **KwaZulu Finance & Investment Corporation Ltd,** Eksekusieskuldeiser, en **Mbuyiselwa Paulus Mtombeni,** Eksekusieskuldenaar

Ingevolge uitspraak van bogenoemde Agbare Hof en 'n lasbrief vir eksekusie teen onroerende goed gedateer 2 Augustus 1995 sal die ondervermelde eiendom op 20 September 1995 om 10:00, in die voorkamer van die Landdroshof, Newcastle, geregtelik aan die hoogste bieder vir kontant verkoop word, naamlik:

Sekere Unit F436, Madadeni.

Die eiendom is verbeter deur die oprigting van 'n woonhuis daarop maar niks word gewaarborg nie.

Die verkoopvoorwaardes is ter insae by die kantore van die Balju van die Landdroshof te Yorkweg 36, Newcastle, en is onder andere die volgende:

1. Die koopprys is betaalbaar in kontant of gewaarborgde tjek onmiddellik na afloop van die veiling.

2. Die eiendom word voetstoots verkoop en onderhewig aan die voorwaardes soos vervat in die titelaktes daarvan.

Gedateer te Newcaste op hede die 14de dag van Augustus 1995.

P. G. Steyn, vir De Jager Steyn Maritz Ing., Prokureurs vir Eiser, Vierde Verdieping, Unitedgebou, Scottstraat, Newcastle.

Saak 410/94

IN DIE LANDDROSHOF VIR DIE DISTRIK BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

In die saak tussen **ABSA Bank Beperk,** handeldrywende as Trustbank, Eiser, en **Moira Maxwell Morris,** Verweerder

Kragtens 'n uitspraak van die bogemelde Agbare Hof op 10 Maart 1994 en 'n lasbrief tot eksekusie sal die volgende eiendom in eksekusie verkoop word op 22 September 1995 om 10:00, by die Landdroshof, Courthouseweg, Port Shepstone, deur die Balju aan die persoon wat die hoogste aanbod mag naamlik:

Sekere: Onverdeelde 1/52ste aandeel in 'n eenheid wat bestaan uit:

Deel 4 soos aangetoon en vollediger beskryf op Deelplan 153/86, in die gebou of geboue bekend as Margate Sands, van welke deel die vloeroppervlakte volgens voormelde deelplan 139 vierkante meter groot is;

'n Onverdeelde aandeel in die gemeenskaplike eiendom en die grond en gebou of geboue soos getoon en vollediger beskryf op genoemde deelplan aan die genoemde deel toegedeel ooreenkomstig die deelnemingskwota van genoemde deel gespesifiseer in 'n bylae op genoemde deelplan aangeteken en gehou kragtens Sertifikaat van Geregistreerde Deeltitel ST153/86 (4)–(14), groot 139 (eenhonderd nege-en-dertig) vierkante meter, gehou kragtens Sertifikaat van Geregistreerde Deeltitel ST153/86 (4)–(14).

Die volgende besonderhede word verskaf maar nie gewaarborg nie;

Die eenheid bestaan uit twee slaapkamers met badkamers, 'n oopplan kombuis, eetkamer en sitkamer met balkon.

Voorwaardes:

Die verkoping sal onderworpe wees aan die bepalings van die Wet op Landdroshowe en die reëls daarvolgens neergelê. Tien persent (10%) van die koopprys moet in kontant op die dag van die verkoping betaal word en 'n bank- of bougenootskap-waarborg vir die balans moet binne 14 dae na die verkoopsdatum verskaf word.

Die verdere en volledige verkoopvoorwaardes sal onmiddellik voor die verkoping uitgelees word en lê ter insae by die Balju, Rivierweg 20, Sunwich Port, Port Shepstone.

Geteken te Bloemfontein hierdie 9de dag van Augustus 1995.

P. H. T. Colditz, vir Schoeman Maree Ing., Prokureur vir Eiser, Sesde Verdieping, Presidentgebou, St Andrewstraat, Bloemfontein, 9301. (Verw. P. H. T. Colditz/AR/Z02039.)

Case 511/93

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

In the matter between **The Standard Bank of South Africa Limited,** Plaintiff, and **Henry Boy Khanyile,** Defendant

In pursuance of a judgment granted on the 19 April 1994, in the Magistrate's Court for the District of Mtunzini, held at Mtunzini, and under a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on Tuesday, 19 September 1995 at 09:00 in front of the Magistrate's Court Building, Mtunzini, to the highest bidder:

Description: H 705, Esikhawini, situated in the Township of Esikhawini, District of Ongoye, in extent seven hundred and sixteen (716) square metres.

Postal address: H705, Tholeni Street, Esikhawini, Natal.

Improvements: Single storey face brick under tile roof dwelling comprising an entrance hall, lounge, dining-room, kitchen, laundry, four bedrooms, bathroom and bathroom/toilet/shower and toilet. The outbuildings comprise two garages.

Zoning: Special Residential.

Nothing in this regard is guaranteed.

Material conditions:

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.

2. (a) The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price and the auctioneer's commission in cash or by bank-guaranteed cheque at the time of the sale and the balance, against transfer to be secured by a bank or building society guarantee, to be approved by Plaintiff's attorneys and to be furnished to the Court Messengers within 14 (fourteen) days after the date of sale.

(b) The purchaser shall be liable for payment of interest to the Plaintiff at the rate of 16% (sixteen per cent) per annum on the amount of the award to the Plaintiff in the plan of distribution as from the date of sale to the date of transfer, and to pay any bondholders interest at the rates stipulated in such bonds.

3. Transfer shall be effected by the attorneys for the Plaintiff and the purchaser shall pay all transfer dues, including transfer duty, current and/or arrear levies/rates and/or Value-Added Tax and other necessary charges to effect transfer upon request by the sale attorneys.

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

Dated at Durban this 7th day of August 1995.

Lucia Toich-Glass, Plaintiff's Attorneys, 11 Hignett Street, Mtunzini, c/o Goodrickes, Plaintiff's Attorneys, 24th Floor, 320 West Street, Durban, 4001. (Ref. J A Allan/S.6582/mvr.)

Case 3704/95

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 **Andries Cornelius Theron,** Fist Defendant, and **Salomina Magdalena Theron,** Second Defendant

In pursuance of a judgment granted on the Supreme Court of South Africa (Durban and Coast Local Division) under writ of execution issued thereafter, the immovable property listed hereunder will be sold to the highest bidder without reserve at the entrance to the Magistrate's Court, 22 Chancery Lane, Pinetown at 10:00 on Friday, 15 September 1995:

Description: Lot 3809, Pinetown Extension 5, situated in the Borough of Pinetown and in the Port Natal–Ebhodwe Joint Services Board Area, Administrative District of Natal, in extent One thousand five hundred and fifty-five (1 555) square metres, held under Deed of Transfer T3952/88.

Physical address: 80 Blenheim Road, Pinetown, Natal.

Zoning: Special Residential.

The property consists of the following: Single storey brick under tile roof dwelling comprising an entrance hall, lounge, dining-room, kitchen, four bedrooms, bathroom/toilet, bathroom/toilet/shower and toilet. The outbuildings comprise two garages and a toilet. There is also a large concrete swimming-pool.

Nothing in this regard is guaranteed.

1. The sale shall be subject to the terms and conditions of the Supreme Court Act and the rules made thereunder.

2. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price and the auctioneer's commission in cash immediately after the sale and the balance against transfer to be secured by a bank or building society guarantee, to be furnished to the Plaintiff's attorneys within 14 (fourteen) days after the date of sale, to be approved by the Plaintiff's attorneys.

3. Transfer shall be effected by the attorneys for the Plaintiff and the purchaser shall pay all transfer dues, including transfer duty, current and/or arrear levies/rates and/or Value-Added Tax and other necessary charges to effect transfer upon request by the sale attorneys.

4. The full conditions of sale may be inspected at the offices of the Sheriff of the Supreme Court, 2 Samkit Centre, 62 Caversham Road, Pinetown, Natal.

Dated at Durban this 7th day of August 1995.

Goodrickes, Plaintiff's Attorneys, 24th Floor, 320 West Street, Durban, 4001. (Ref. Mr J A Allan/S.8514/mvr.)

Case 1372/95

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 **Rajkumar Jurakan,** First Defendant, and **Regina Jurakan,** 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, 22 Chancery Lane, Pinetown, on Friday, 15 September 1995 at 10:00:

Description: Lot 7405, Pinetown (Extension 54) situated in the Borough of Pinetown, and in the Port Natal-Ebhodwe Joint Services Board Area, Administrative District of Natal, in extent 719 (seven hundred and nineteen) square metres, held under Deed of Transfer T2270/94.

Physical address: 15 Nixon Road, Nagina, Pinetown, Natal.

Zoning: Special Residential.

The property consist of the following: Brick under tile dwelling consisting of lounge, dining-room, kitchen, three bedrooms, bathroom with toilet and toilet.

Outbuildings: Garages.

Nothing in this regard is guaranteed.

1. The sale shall be subject to the terms and conditions of the Supreme Court Act and the rules made thereunder.

2. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price and the auctioneer's commission in cash immediately after the sale and the balance against transfer to be secured by a bank or building society guarantee, to be furnished to the Plaintiff's attorneys within 14 (fourteen) days after the date of sale, to be approved by the Plaintiff's attorneys.

3. Transfer shall be effected by the attorneys for the Plaintiff and the purchaser shall pay all transfer dues, including transfer duty, current and/or arrear levies/rates and/or Value-Added Tax and other necessary charges to effect transfer upon request by the sale attorneys.

4. The full conditions of sale may be inspected at the offices of the Sheriff of the Supreme Court, 2 Samkit Centre, 62 Caversham Road, Pinetown, Natal.

Dated at Durban this 3rd day of August 1995.

Garlicke & Bousfield Inc., Plaintiff's Attorney, 22nd Floor, Durban Bay House, 333 Smith Street, Durban, 4001. (Ref. S. L. Mayes/SB.726/J. C. Jones.)

Case 1613/95

IN THE SUPREME COURT OF SOUTH AFRICA

(Natal Provincial Division)

In the matter between **KwaZulu Finance & Investment Corporation Limited,** Plaintiff, and **Almon Bongani Sibisi,** First Defendant, and **Gertrude Thembeni Sibisi,** Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Natal Provincial Division) the following immovable property belonging to the abovenamed Defendant, will be sold in execution on 15 September 1995 at 11:00, by Sheriff of the Magistrate's Court, 5 Bishop Street (behind Masonic Lodge), Camperdown, to the highest bidder for cash, without reserve:

Ownership Unit 683, Unit A, in the Township of Mpumalanga, District of Pietermaritzburg, Natal, in extent 348.40 (three hundred and forty-eight rand comma four zero) square metres, represented and described on Deed of Grant 1031/34.

The following information relating to the property is furnished but not guaranteed in any way:

1. The property is situated at Ownership Unit 683, Unit A, in the Township of Mpumalanga, District of Pietermaritzburg, Natal.

2. The property has been improved by the construction thereon of a dwelling and usual outbuildings.

3. The conditions of sale may be inspected at the aforesaid offices of the Sheriff and at the offices of Austen Smith, Walmsley House, 191 Pietermaritz Street, Pietermaritzburg, Natal during normal office hours.

Dated at Pietermaritzburg this 8th day of August 1995.

Austen Smith, Plaintiff's Attorney, Walmsley House, 191 Pietermaritz Street, Pietermaritzburg. (Ref. RNS/myb/42/K0148/95.)

Case 3123/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Natal Provincial Division)

In the matter between **African Life Assurance Company Limited,** Plaintiff, and **Abram Mbuyiseni Shongwe,** Defendant

Be pleased to take notice that pursuant to an Order of the above Honourable Court dated 2 May 1995, in the above-mentioned case, the immovable property described below shall be sold in execution by the Sheriff of the Supreme Court for the District of Newcastle on Friday, 22 September 1995 commencing at 10:00, on the steps of the Magistrate's Court, Murchison Street, Newcastle:

And be pleased to take notice further that the conditions of sale may be inspected at the offices of the Sheriff of the Supreme Court for the District of Newcastle, Second Floor, Volkskas Building, Voortrekker Street, Newcastle, and at the offices of the Plaintiff's attorneys of record, Shepstone & Wylie Tomlinsons, 165 Pietermaritz Street, Pietermaritzburg, Natal:

The property which is to be put up for sale by public auction as aforesaid and the name of the registered owner of such property is set forth as follows below:

Name of registered owner: Abram Mbuyiseni Shongwe.

Description of property: Lot 11792, Newcastle (Extension No. 57), situated in the Newcastle Transitional Local Council Area, Administrative District of Natal, Province of KwaZulu/Natal, in extent 1 530 (one thousand five hundred and thirty) square metres.

Street address of property: 49 Marguerite Road.

Without in any way guaranteeing the correctness of this information, the Plaintiff stipulates that there are the following improvements to the property:

(a) A brick under tile dwelling-house containing three bedrooms, dining-room, lounge, kitchen and the normal toilet facilities, together with a double garage and swimming-pool.

Dated at Pietermaritzburg this 14th day of July 1995.

K. C. Anderson, for Shepstone & Wylie Tomlinsons, Plaintiff's Attorney, 165 Pietermaritz Street, Pietermaritzburg. (Ref. KCA/LW/12A0130/94.)

Case 25265/93

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

In the matter between **Nedcor Bank Limited,** Execution Creditor, and **Charles Henry Holtzhausen,** First Execution Debtor, and **Zacharia Maria Magdalena Holtzhausen,** Second Execution Debtor

In pursuance of a judgment granted on 17 June 1993 in the Magistrate's Court for the District of Durban, held at Durban, and a writ of execution issued thereunder, the immovable property listed hereunder will be sold in execution on Thursday, 21 September 1995 at 14:00, in front of the Magistrate's Court-house, Somtseu Road, Durban:

Description: Remainder of Lot 14, Sea View, situated in the City of Durban, Administrative District of Natal, in extent one thousand three hundred and thirty-three (1 333) square metres, held under Deed of Transfer T2713/85.

Street address: 9 Unit Avenue, Seaview, Durban.

Improvements: A brick under tile dwelling with precast fencing consisting of three bedrooms, kitchen, three bathrooms, dining-room, lounge and two garates/store-room.

Zoning: Special Residential (nothing guaranteed).

The sale shall be for rands and no bids of less than one hundred rand (R100) shall be accepted.

The sale shall be subject to the terms and conditions of the Magistrates' Courts Act, and the rules made thereunder.

1. The purchaser shall pay a deposit of ten per cent (10%) of the purchase price in cash immediately after the sale and the balance against transfer to be secured by a bank or building society guarantee to be approved by the Plaintiff's attorneys, to be furnished to the Sheriff of the Court or the auctioneer within fourteen (14) days after the sale.

2. The purchaser shall be liable for interest at the rate of 18% (eighteen per cent) per annum to the bondholder, Nedperm Bank Limited (now named Nedcor Bank Limited), on the amount of the award to the Plaintiff and the plan of distribution, calculated as from the date of sale to date of transfer, both days inclusive.

3. Transfer shall be effected by the attorneys for the Execution Creditor and the purchaser shall pay all transfer costs, including transfer duty, current rates and other necessary charges to effect transfer upon request by the said attorney.

4. The property and the improvements thereon are sold voetstoots and without any warranties.

5. The full conditions of sale may be inspected at the office of the Sheriff of the Magistrate's Court, Durban Central, 21 Stafmayer House, Beach Grove, Durban (Tel.: 305-8444).

Dated at Durban this 8th day of August 1995.

Livingston Leandy Incorporated, Execution Creditor's Attorneys, 10th Floor, First National Bank Building, corner of Smith and Field Streets, Durban. (Ref. G. A. Pentecost.)

Case 8985/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between **First National Bank of Southern Africa Limited,** Plaintiff, and **Bonginkosi Paulos Dunge,** Defendant

In pursuance of a judgment of the Supreme Court of South Africa (Durban and Coast Local Division) in the above-mentioned suit, a sale will be held by the Sheriff, Umlazi, at the main south entrance to the Umlazi Magistrate's Court, Umlazi (near the national flag post), on Friday, 15 September 1995 at 12:00, of the undermentioned property to the highest bidder on conditions to be read by the Sheriff at the time of the sale:

The property is described as Ownership Unit 140, situated in the Township of Umlazi-Unit 8, District of Umlazi, in extent eight hundred and eighty-nine comma three (889,3) square metres, held under Deed of Grant 270/154, and represented and described on General Plan BA9/1967.

Street address: H140 Umlazi Township, Umlazi.

Improvements: A brick plastered dwelling-house under tiled roof with electricity comprising three bedrooms, two bathrooms, kitchen, dining-room, lounge, two garages and property fenced.

Zoning: Special Residential (nothing guaranteed).

Full conditions of sale may be inspected at the office of the Sheriff, Umlazi, at the old Magistrate's Court's Building, Room 101, Section V 1030, Umlazi (Tel.: 906-1713).

Dated at Durban this 8th day of August 1995.

Livingston Leandy Incorporated, Plaintiff's Attorneys, 10th Floor, First National Bank Building, corner of Smith and Field Streets, Durban. (Ref. G. A. Pentecost.)

Case 3963/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between **The Standard Bank of South Africa Limited,** Plaintiff, and **Shane Stephan Howell,** Defendant

In pursuance of a judgment granted in the Supreme Court of South Africa (Durban and Coast Local Division), under writ of execution issued thereafter, the immovable property listed hereunder will be sold to the highest bidder without reserve on the steps of the Supreme Court, Masonic Grove, Durban, on Friday, 15 September 1995 at 14:00:

Description: Subdivision 4 of Lot 210, Bellair, situated in the City of Durban, Administrative District of Natal, in extent 964 (nine hundred and sixty-four) square metres, held under Deed of Transfer 37588/93.

Physical address: 79 Manor View Road, Bellair, Durban, Natal.

Zoning: Special Residential.

The property consists of the following:

Brick under tile roof consisting of lounge, dining-room, study, kitchen, three bedrooms, bathroom, toilet and toilet with shower.

Outbuildings consist of garage, carport, toilet with shower, store and swimming-pool. The property is fully fenced.

Nothing in this regard is guaranteed.

1. The sale shall be subject to the terms and conditions of the Supreme 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, Durban Central, 21 Stafmayer House, Beach Grove, Durban, Natal.

Dated at Durbsn this 2nd day of August 1995.

Garlicke & Bousfield Inc., Plaintiff's Attorneys, 22nd Floor, Durban Bay House, 333 Smith Street, Durban, 4001. (Ref. S. L. Mayes/SB.648/J. C. Jones.)

Case 14632/95

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

In the matter between **First National Bank of Southern Africa Limited,** Execution Creditor, and **Wade Leigh Nevin,** First Execution Debtor, and **Marianie Nevin,** Second Execution Debtor

In pursuance of a judgment granted on 13 July 1995, in the Magistrate's Court, Pietermaritzburg, and under writ of execution issued thereafter, the immovable property listed hereunder shall be sold in execution to the highest bidder on 22 September 1995 at 11:00, at the Sheriff's Salesroom, 227 Berg Street, Pietermaritzburg:

Description: Subdivision 2 of Lot 2107, Pietermaritzburg, situated in the Pietermaritzburg/Msunduzi Transitional Local Council Area, Administrative District of Natal, Province of KwaZulu/Natal, in extent five hundred and ninety-two (592) square metres.

Postal address: 73 Boom Street, Pietermaritzburg.

The property consists of land improved by a semi-detached double-storey dwelling comprising entrance hall, lounge, dining-room, kitchen, pantry, four bedrooms, bathroom, two toilets and laundry, and with outbuildings comprising two carports, servant's room and toilet.

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.

2. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price and the auctioneer's commission in cash immediately after the sale, and the balance against transfer to be secured by a bank or building society guarantee to be furnished to the Sheriff of the Magistrate's Court within 14 (fourteen) days after the sale to be approved by the Plaintiff's attorneys.

3. The purchaser shall be liable for payment of interest at the rate of 17,25% (seventeen comma two five per cent) per annum to the Plaintiff on the amount of the award to the Plaintiff in the plan of distribution from the date of sale to date of transfer.

4. Transfer shall be effected by the attorneys of the Plainfiff and the purchaser shall pay all the transfer dues, including transfer duty or Value-Added Tax, current and any arrear rates, and other necessary charges to effect transfer upon request by the said attorneys.

The full conditions of sale may be inspected at the offices of the Sheriff for the Magistrate's Court, Pietermaritzburg, 277 Berg Street, Pietermaritzburg.

Dated at Pietermaritzburg this 8th day of August 1995.

G. J. Campbell, for Stowell & Co., Plaintiff's Attorneys, 295 Pietermaritz Street, Pietermaritzburg.

Case 25/95

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF ESTCOURT HELD AT COLENSO

In the matter between **Karl Heinrich Ewald Schmidt,** First Execution Creditor, **Nora Ida Gerda Driemeyer,** Second Execution Creditor, **Hilda Frieda Cronjé,** Third Execution Creditor, **Winifred Dorothea Gray,** Fourth Execution Creditor and **Emma Horner,** Fifth Execution Creditor, and **Moonsamy Balakistan Naidoo,** First Execution Debtor, and **Muniammah Naidoo,** Second Execution Debtor

Pursuant to a warrant of execution dated 19 May 1995, the following property will be sold in execution by the Sheriff of the Court, Estcourt, Natal, on Tuesday, 19 September 1995 at 10:00, in front of the Magistrate's Court, Sir George Street, Colenso:

Lot 36, Colenso, situated in the Colenso/Nkanyesi Transitional Local Council Area, Administrative District of Natal, Province of KwaZulu/Natal, in extent four thousand and fourty-seven (4 047) square metres and situated at 5 Sutherland Street, Colenso, and held by Deed of Transfer T13247/92.

The following information is given about the immovable property but is not guaranteed.

Improvements: One dwelling-house comprising five bedrooms, lounge, dining-room, kitchen, pantry, two bathrooms and three toilets.

Material conditions:

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.

2. The purchaser shall pay 10% (ten per cent) of the purchase price immediately after the sale and the balance together with interest to be secured within fourteen (14) days thereafter by a bank or building society guarantee or other acceptable guarantee, to be approved by the Sheriff.

3. The full conditions may be inspected at the office of the Sheriff of the Court, 142 Connor Street, Estcourt.

Dated: 10 August 1995.

Lombard, Dietrichsen & Badenhorst Inc., Attorneys for Execution Creditor, P.O. Box 18, 81 Harding Street, Estcourt. [Tel. (0363) 2-3133.]

Case 1041/93

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

In the matter between **KwaZulu Finance and Investment Corporation Ltd,** Execution Creditor, and **Gilbert Jabulani Sikhakhane,** Execution Debtor

Pursuant to a warrant of execution dated 30 July 1993 and re-issued on 23 August 1993 and 2 September 1994, the following property will be sold in execution by the Sheriff of the Court, Estcourt, Natal, on Thursday, 21 September 1995 at 10:00, in front of the Magistrate's Court, Estcourt:

Unit A 1553, in extent six hundred and seventy-eight (678) square metres, situated in the Township of Wembezi, in the District of Okhahlamba, Magisterial Area Estcourt, as shown on general Plan BA 8/1969, and held under Deed of Grant 78/86.

Improvements: Dwelling of blocks under tile roof, comprising three bedrooms, kitchen, lounge, outside toilet and bathroom.

Material conditions:

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act (Act No. 32 of 1944), as amended, and the rules made thereunder.

2. The purchaser shall pay the full purchase price immediately after the sale in cash or by a bank-guaranteed cheque.

3. The full conditions may be inspected at the office of the Sheriff of the Court, 142 Connor Street, Estcourt.

Dated: 10 August 1995.

Lombard, Dietrichsen & Badenhorst Inc., Attorneys for Execution Creditor, 81 Harding Street, P.O. Box 18, Estcourt. [Tel. (0363) 2-3133.]

Case 557/94

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

In the matter between **KwaZulu Finance & Investment Corp. Ltd,** Plaintiff, and **Bhekumuzi Joseph Shabalala,** Defendant

In pursuance of a judgment granted in the above action, and a warrant of execution issued thereafter, the immovable property listed hereunder shall be sold in execution, without reserve, to the highest bidder on 19 September 1995 at 09:00, at the Magistrate's Court, Mtunzini:

1. (a) *Deeds office description:* Ownership Unit J119, situated in the Township of Esikhawini, District of Ongyoy, in extent 548 (five hundred and forty-eight) square metres.

1. (b) *Property description* (not warranted to be correct): Single storey block under asbesbos roof dwelling comprising lounge, two bedrooms, kitchen and bathroom. The property is fully electrified and on main sewerage. The property is zoned Residential.

2. The conditions of sale may be inspected at the office of the Clerk of the Court, Mtunzini, and at the Sheriff's Office 8 Hulley Road, Mtunzini.

Truter James De Ridder, Lincoln's Inn, 1 Victoria Lane, 7 Maxwell Street, Empangeni. [Ref. Mr De Ridder/aeh/907/94 (05/k600/907).]

Case 26/95

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

In the matter between **KwaZulu Finance & Investment Corp. Ltd,** Plaintiff, and **Ntombikayise Beauty Mhlongo,** Defendant

In pursuance of a judgment granted in the above action, and a warrant of execution issued thereafter, the immovable property listed hereunder shall be sold in execution, without reserve, to the highest bidder on 28 September 1995 at 10:00, at the Magistrate's Court, Reinhold Street, Melmoth:

1. (a) *Deeds office description:* Ownership Unit B301, situated in the Township of Ulundi, District of Mahlabatini, in extent 1 421 (one thousand four hundred and twenty-one) square metres.

1. (b) *Property description* (not warranted to be correct): Vacant land. The property is zoned Residential.

2. The conditions of sale may be inspected at the office of the Clerk of the Court, Mahlabatini, and at the Sheriff's Office Reinhold Street, Melmoth.

Truter James De Ridder, Lincoln's Inn, 1 Victoria Lane, 7 Maxwell Street, Empangeni. [Ref. Mr De Ridder/aeh/62/95 (05/K770/62).]

Case 118/93

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

In the matter between **KwaZulu Finance & Investment Corp. Ltd,** Plaintiff, and **Mandla Philemon Zulu,** Defendant

In pursuance of a judgment granted in the above action, and a warrant of execution issued thereafter, the immovable property listed hereunder shall be sold in execution, without reserve, to the highest bidder on 20 September 1995 at 10:00, at the Magistrate's Court, 70 Main Street, Eshowe:

1. (a) *Deeds office description:* Ownership Unit B2248, situated in the Township of Sundumbili, District of Inkanyezi, in extent 450 (four hundred and fifty) square metres.

1. (b) *Property description* (not warranted to be correct): Single storey block under asbestos roof dwelling comprising of two bedrooms, lounge, kitchen and bathroom. The property is fully electrified and on a main sewerage. The property is zoned Residential.

2. The conditions of sale may be inspected at the office of the Clerk of the Court, Eshowe, and at the Sheriff's Office 70 Main Street, Eshowe.

Truter James De Ridder, Lincoln's Inn, 1 Victoria Lane, 7 Maxwell Street, Empangeni. [Ref. Mr De Ridder/aeh/227/93 (05/k603/227).]

Case 1396/95

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 **Colleen Anne Harding,** First Defendant, and **John Anthony Harding,** 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, 22 Chancery Lane, Pinetown, on Friday, 15 September 1995 at 10:00:

Description: Lot 357, Forest Hills, situated in the Borough of Kloof and in the Port Natal-Ebhodwe Joint Services Board Area, Administrative District of Natal, in extent 4 188 (four thousand one hundred and eighty eight) square metres, held under Deed of Transfer T22462/94.

Physical address: 73 Elizabeth Avenue, Forest Hills, Natal.

Zoning: Special Residential.

The property consists of the following: Single storey brick under tile roof dwelling comprising an entrance hall, lounge, dining-room, kitchen, three bedrooms, bathroom, bathroom/toilet and shower. The outbuildings comprise two garages, servant's room, toilet and store-room. There is a cottage comprising kitchen, bathroom/toilet, lounge and bedroom. There is also a concrete swimming-pool.

Nothing is this regard is guaranteed.

1. The sale shall be subject to the terms and conditions of the Supreme Court Act and the rules made thereunder.

2. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price and the auctioneer's commission in cash immediately after the sale and the balance against transfer to be secured by a bank or building society guarantee, to be furnished to the Plaintiff's attorneys within 14 (fourteen) days after the date of sale, to be approved by the Plaintiff's attorneys.

3. Transfer shall be effected by the attorneys for the Plaintiff and the purchaser shall pay all transfer dues, including transfer duty, current and/or arrear levies/rates and/or Value-Added Tax and other necessary charges to effect transfer upon request by the sale attorneys.

4. The full conditions of sale may be inspected at the offices of the Sheriff of the Supreme Court, 2 Samkit Centre, 62 Caversham Road, Pinetown, Natal.

Dated at Durban on this 1st day of August 1995.

Goodrickes, Plaintiff's Attorneys, 24th Floor, 320 West Street, Durban, 4001. (Ref. Mr J. A. Allan/S.8208/mvr.)

Case 643/92

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

In the matter between **KwaZulu Finance & Investment Corp. Ltd,** Plaintiff, and **Lawrence Mqhubeni Mgwili,** Defendant

In pursuance of a judgment granted in the above action, and a warrant of execution issued thereafter, the immovable property listed hereunder shall be sold in execution, without reserve, to the highest bidder on 20 September 1995 at 10:00, at 70 Main Street, Eshowe:

1. (a) *Deeds office description:* Ownership Unit B1496, situated in the Township of Sundumbili, District of Inkanyezi, in extent 280 (two hundred and eighty) square metres.

1. (b) *Property description* (not warranted to be correct): Single storey block under asbestos roof dwelling comprising of two bedrooms, lounge, kitchen and bathroom. The property is fully electrified and on main sewerage. The property is zoned residential.

2. The conditions of sale may be inspected at the office of the Clerk of the Court, Eshowe, and at the Sheriff's Office, 70 Main Street, Eshowe.

Truter James de Ridder, Plaintiff's Attorneys, Lincoln's Inn, 1 Victoria Lane, 7 Maxwell Street, Empangeni. [Ref. Mr De Ridder/aeh/14/92 (05/k603/14).]

Case 1390/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Natal Provincial Division)

In the matter between **KwaZulu Finance & Investment Corporation Limited,** Plaintiff, and **Edister Nonhlanhla Khumalo,** Defendant

In execution of a judgment of the Supreme Court of South Africa, Natal Provincial Division, the following immovable property belonging to the above-named Defendant, will be sold in execution on 15 September 1995 at 11:00, by Sheriff of the Magistrate's Court, 5 Bishop Street (behind Masonic Lodge), Camperdown, to the highest bidder for cash, without reserve:

Ownership Unit 24 Unit A, in the Township of Mpumalanga, District of Mpumalanga, Natal, in extent of 453 (four hundred and fifty-three) square metres, represented and described on Deed of Grant G001953/92.

The following information relating to the property is furnished but not guaranteed in any way:

1. The property is situated at Ownership Unit 24, Unit A, in the Township of Mpumalanga, District of Mpumalanga, 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 28th day of July 1995.

Austen Smith, Plaintiff's Attorney, Walmsley House, 191 Pietermaritz Street, Pietermaritzburg. (Ref. RNS/myb/42/K0079/94.)

Case 7/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF INGWAVUMA HELD AT MANGUZI

In the matter between **KwaZulu Finance & Investment Corp. Ltd,** Plaintiff, and **Doris Thandiwe Mdlalose,** Defendant

In pursuance of a judgment granted in the above action, and a warrant of execution issued thereafter, the immovable property listed hereunder shall be sold in execution, without reserve, to the highest bidder on 26 September 1995 at 10:00, at the Magistrate's Court, Nqutu:

1. (a) *Deeds office description:* House 801, Mngadi Street, situated in the Township of Mondlo, District of Nqutu.

1. (b) *Property description* (not warranted to be correct): Single storey brick under tile roof dwelling comprising three bedrooms, lounge, dining-room, kitchen and bathroom. The property is fully electrified and on main sewerage. The property is zoned residential.

2. The conditions of sale may be inspected at the office of the Clerk of the Court, Nqutu, and at the Sheriff's Office, Old Savoy Bioscope Building, 58 Gladstone Street, Dundee.

Truter James de Ridder, Plaintiff's Attorneys, Lincoln's Inn, 1 Victoria Lane, 7 Maxwell Street, Empangeni. [Ref. Mr De Ridder/aeh/126/92 (05/K600/126).]

Case 254/93

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

In the matter between **KwaZulu Finance & Investment Corp. Ltd,** Plaintiff, and **Meshack Ndaba,** Defendant

In pursuance of a judgment granted in the above action, and a warrant of execution issued thereafter, the immovable property listed hereunder shall be sold in execution, without reserve, to the highest bidder on 26 September 1995 at 10:00, at the Nqutu Magistrate's Court:

1. (a) *Deeds office description:* Ownership Unit B2285, situated in the Township of Mondlo, District of Nqutu, in extent 464 (four hundred and sixty-four) square metres.

1. (b) *Property description* (not warranted to be correct): Single storey block under corrugated iron roof dwelling, comprising lounge, kitchen and two bedrooms. The property is on main sewerage. The property is zoned residential.

2. The conditions of sale may be inspected at the office of the Clerk of the Court, Nqutu, and at the Sheriff's Office, Old Savoy Bioscope Building, 58 Gladstone Street, Dundee.

Truter James de Ridder, Lincoln's Inn, Plaintiff's Attorneys, 1 Victoria Lane, 7 Maxwell Street, Empangeni. [(Ref. Mr De Ridder/aeh/462/93 (05/k600/463.)]

Case 1784/95

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

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Ivan Mitchell De'Exclana,** First Defendant, and **Anita Magdeline De'Exclana,** Second Defendant

In pursuance of a judgment of the Supreme Court of South Africa (Durban and Coast Local Division) in the above-mentioned suit, a sale will be held by the Sheriff, Durban South, on the steps of the Supreme Court, Durban, on Friday, 15 September 1995 at 10:00, of the undermentioned property to the highest bidder on conditions to be read by the Sheriff at the time of the sale:

The property is described as Subdivision 11 of Lot 76, Amanzimtoti, situated in the Borough of Amanzimtoti and in the Port Natal-Ebhodwe Joint Services Board Area, Administrative District of Natal, in extent one thousand four hundred and fifty-five (1 455) square metres held under Deed of Transfer T.5822/94.

Street address: 24 Arthur Howes Road, Amanzimtoti.

Improvements: A house of brick under tiled roof with garage separate from house consisting of three bedrooms, toilet (carpeted floor), bathroom with bath, basin and toilet (lino floor), lounge and dining-room combined (carpeted) and kitchen with cement floor and no fitted cupboards.

Servants' quarters attached to garage consisting of room with toilet.

The property is not fenced.

Zoning: Special Residential (nothing guaranteed).

Full conditions of sale may be inspected at the office of the Sheriff, Supreme Court, 101 Lejaton, 40 St. George's Street, Durban (Tel: 301-0091.)

Dated at Durban this 1st day of August 1995.

Livingston Leandy Inc., Plaintiff's Attorneys, 10th Floor, First National Bank Building, corner of Smith and Field Streets, Durban. (Ref. G. A. Pentecost.)

Case 1438/94

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

In the matter between **Monica Short,** Plaintiff, and **Bongani Paulos Koza,** First Defendant, and **Cecilia Happy Lindiwe Koza,** Second Defendant

In pursuance of a judgment in the above action the property listed hereunder will be sold in execution on 22 September 1995 at 09:00, in front of the Magistrate's Court Building, Moss Street, Verulam:

Subdivision 822, Earlsfield, situated in the City of Durban, Administrative District of Natal, in extent four hundred and forty square metres.

Postal address: 225 Cornfield Crescent, Newlands West.

Improvements: Brick under tile dwelling with water and lights consisting of two bedrooms, lounge, kitchen, toilet and bath, no fencing.

Vacant possession is not guaranteed. Nothing in respect of the sale notice is guaranteed.

The conditions of sale: The purchase price will be payable as to a deposit in cash of 10% (ten per centum) and the balance against transfer. The full conditions of sale which will be read immediately prior to the sale may be inspected at Suite 7, Foresum Centre, 314 Old Main Road, Tongaat.

Strini Bangaar, Plaintiff's Attorney, Suite 1204, Teachers Centre, 113 Albert Street, Durban. (Ref. RN/MN/S592.)

Case 42156/94

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

In the matter between **Fidelity Bank Limited,** Execution Creditor, and **Beerajmun Baskall,** Execution Debtor

In pursuance of a judgment granted on 22 February 1995, in the Magistrate's Court and under a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 19 September 1995 at 14:00, on the steps of the Magistrate's Court, Somtseu Road, Durban, to the highest bidder:

Description: Subdivision 16 of Lot 4420, Reservoir Hills, situated in the City of Durban, Administrative District of Natal, Province of KwaZulu/Natal, in extent 2 616 (two thousand six hundred and sixteen) square metres.

Physical address: 76 Membrey Road, Clare Estate.

Improvements: Incomplete brick building no windows, no doors and no roof (the nature, extent, condition and existence of the improvements are not guaranteed, and are sold voetstoots).

Conditions:

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.

2. The purchaser shall pay 10% (ten per centum) of the purchase price in cash or by bank-guaranteed cheque at the time of the sale, the balance against transfer is to be secured by a bank or building society guarantee and to be approved by the Plaintiff's attorneys to be furnished to the Sheriff within 14 (fourteen) days after the date of sale.

3. The purchaser shall be liable for the payment of interest to the Execution Creditor from date of sale to date of registration of transfer as set out in the conditions of sale.

4. Transfer shall be effected by the attorneys for the Execution Creditor and the purchaser shall pay all transfer costs, Value-Added Tax, including arrear and current rates, taxes and other necessary charges to effect transfer, upon request by the said attorneys.

5. Vacant occupation and possession of the property is not guaranteed.

The full conditions of sale may be inspected at the offices of the Sheriff, Durban North, 15 Milne Street, Durban.

Dated at Durban this 14th day of August 1995.

Louis J. Hitchcock & Co., Execution Creditor's Attorney, 528 Permanent Building, 34 Field Street, Durban. (Ref. L. J. Hitchcock/MW.)

Case 59763/93
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IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF DURBAN HELD AT DURBAN

In the matter between **NBS Bank Limited,** Execution Creditor, and **Neville John Parkin,** First Execution Debtor, and **Beverley Ann Parkin,** Second Execution Debtor

In pursuance of a judgment in the above action the immovable property listed hereunder will be sold in execution on 21 September 1995 at 10:00, at the front entrance of the Magistrate's Court-house, Somtseu Road, Durban, to the highest bidder:

Description: Lot 1073, Coedmore (Extension 1), situated in the Yellow Wood Park Health Committee Area, Administrative District of Natal, in extent 1 216 (one thousand two hundred and sixteen) square metres, held under Deed of Transfer T33065/91 subject to the terms and conditions therein contained, situated at 19 Cuckoo Circle, Yellow Wood Park.

Improvements: Brick under tile dwelling consisting of tiled kitchen, tiled study, three carpeted bedrooms, bedroom with ensuite shower, toilet and basin, bathroom with toilet, bath and basin, precon swimming-pool, servant's quarters, bathroom, shower and toilet, garage and fully fenced.

NB! Nothing is guaranteed.

Municipal electricity and water supply: Local authority. Vacant possession is not guaranteed.

Material condition of sale:

1. The purchaser shall pay a deposit of 10% (ten per centum) of the purchase price in cash, immediately on the property being knocked down to the purchaser; the balance 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 South, 101 Lejaton Building, 40 St George's Street, Durban. (Tel. 301-0091.)

Dated at Durban this 10th day of August 1995.

Chapman Dyer Miles & Moorhead, Execution Creditor's Attorney, 10th Floor, NBS Building, 300 Smith Street, Durban. (Ref. DS/pp/05/N3639/95.)

Case 251/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF LOWER TUGELA HELD AT STANGER

In the matter between **U. D. M. Dayal,** Plaintiff, and **Glanoo,** First Defendant, and **P. Ragubhir,** Second Defendant

In the pursuance of a judgment of the Magistrate for the District of Lower Tugela and a writ of execution dated 18 May 1994 the following immovable property will be sold in execution by the Sheriff of the Court, on 22 September 1995 at 10:00, at the front entrance to the Magistrate's Court Building, at Couper Street, Stanger:

A one-tenth ($\frac{1}{10}$th) share in and to Subdivision 35 (of 1) of the farm Ashville 2115, situated in the Administrative District of Natal, in extent seventeen comma four seven five eight (17,4758) hectares.

Improvements:

Dwelling 1 occupied by Mr Naidoo: Kitchen, lounge, four bedrooms, toilet, bathroom, single garage and store-room. Separate from the building is a carport, two tanks and a store-room.

Nothing is guaranteed.

Dwelling 2 occupied by Rajpaul Andy:

Brick under corrugated iron house consisting of two rooms, kitchen, bathroom and toilet, separate toilet, scullery, lounge and dining-room. Separate from this building is a wood and iron store-room, carport, shed and two tanks.

Nothing is guaranteed.

Dwelling 3 occupied by Mrs B. Andy:

Lounge, three bedrooms, kitchen, spareroom with marley tiled floors. Separate from this building is a double garage, five tanks, toilet and bathroom.

Nothing is guaranteed.

Dwelling 4 occupied by Mr C. Basanath:

Brick under asbestos dwelling consisting of kitchen, dining-room, three bedrooms, toilet, bathroom and prayer room.

Separate from this building is a domestic workers room, toilet, shed, two tanks and a carport.

Nothing is guaranteed.

The following fruit trees exist on the farm litchi, pear, orange and banana.

Situation: Ashville Farm.

Material conditions:

1. 10% (ten per centum) of the purchase price plus the Sheriff's commission shall be paid in cash immediately after the sale and the balance shall be secured within fourteen (14) days after the sale.

2. The property will be sold voetstoots to the highest bidder.

3. The sale shall be subject to the provisions of the Magistrates' Courts Act, and rules made thereunder.

4. The full conditions of sale shall be available for inspection at the offices of the Plaintiff's attorneys and the Sheriff of Court, Stanger.

Dated at Stanger on this 15th day of August 1995.

Jay Pundit & Company, Plaintiff's Attorneys, Suite 1, Jay Krishna Centre, 134/6 Rood Street, Stanger.

Case 3263/95

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF LOWER UMFOLOZI HELD AT EMPANGENI

In the matter between **First National Bank Limited,** Plaintiff, and **Rudolph Gerhardus van den Heever,** First Defendant, and **Elizabeth Kristina Jacoba van den Heever,** Second Defendant

In pursuance of a judgment granted on 6 July 1995 in the above Court, and a writ of execution issued thereafter, the immovable property listed hereunder shall be sold in execution, to the highest bidder on 28 September 1995 at 11:00, at the Magistrate's Court, Empangeni:

1. (a) *Deeds office description:* Lot 6530, Richards Bay (Extension 17), situated in the Borough of Richards Bay in extent 1 134 (one thousand one hundred and thirty-four) square metres.

1. (b) *Street address:* 28 Duikerbaai Wild en Weide, Richards Bay.

1. (c) *Property description (not warranted to be correct):* Brick under tile single storey dwelling consisting of lounge, dining-room, three bedrooms (m.e.s., toilet and shower), study, kitchen with hob no oven, bathroom/toilet, single garage, carport and property fenced on four sides.

1. (d) *Zoning/special privileges or exemptions:* Special Residential Zoning, no special privileges or exemptions.

2. The conditions of sale may be inspected at the office of the Clerk of the Court, Magistrate's Court, Empangeni, and at the office of the Sheriff of the Magistrate's Court, Empangeni.

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

Dated at Richards Bay this 14th day of August 1995.

Schreiber Smith, Suite 1, Richards Park Building, P.O. Box 1327, Richards Bay, 3900, c/o Schreiber Smith, Yellowood Lodge Norman Tedder Lane, P.O. Box 175, Empangeni, 3880. (Ref. Mrs Pascau/10/F2213/95.)

Case 15860/95

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

In the matter between **NBS Bank Limited,** Plaintiff, and **Yassim Yusuf Khan,** First Defendant, and **Faroza Khan,** Second Defendant

In pursuance of a judgment granted on 17 July 1995, in the Pietermaritzburg Magistrate's Court and under a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 22 September 1995 at 11:00, at Sheriff's Sale Room, 277 Berg Street, Pietermaritzburg, to the highest bidder:

Subdivision 6 of Lot 76, Raisethorpe, situated in the City of Pietermaritzburg, Administrative District of Natal, in extent 350 square metres.

The following information is furnished regarding the property, but is not guaranteed:

The property is physically situated at 50 Mothie Singh Road, Raisethorpe, Pietermaritzburg which property consists of land improved by a split level dwelling-house under brick and corrugated iron comprising four bedrooms, bathroom, two w.c.'s, lounge, dining-room and kitchen with verandah and balcony and a basement comprising two bedrooms, bathroom, an concrete block retaining wall.

Material conditions of sale: The purchaser shall pay ten per centum (10%) of the purchase price in cash at the time of the sale and the balance shall be paid or secured by a bank or building society guarantee approved by the Execution Creditor's attorneys, to be furnished to the Sheriff of the Magistrate's Court, Pietermaritzburg, within fourteen (14) days of the date of sale. The full conditions of sale can be inspected at the office of the Sheriff of Court, 277 Berg Street, Pietermaritzburg, and interested parties may contact the Execution Creditor who may be prepared to grant loan facilities to an approved purchaser.

Dated at Pietermaritzburg this 17th day of August 1995.

F. Jasat, for Jasat & Jasat, Plaintiff's Attorneys, Suites 1 and 2, 370 Longmarket Street, Pietermaritzburg. (Ref. 01: N261: 002/SN.)

Case 15869/95

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

In the matter between **NBS Bank Limited,** Plaintiff, and **Yassim Yusuf Khan,** First Defendant, and **Faroza Khan,** Second Defendant

In pursuance of a judgment granted on 17 July 1995, in the Pietermaritzburg Magistrate's Court and under a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 22 September 1995 at 11:00, at Sheriff's Sale Room, 277 Berg Street, Pietermaritzburg, to the highest bidder:

Subdivision 7 of Lot 76, Raisethorpe, situated in the City of Pietermaritzburg, Administrative District of Natal, in extent 360 square metres.

The following information is furnished regarding the property, but is not guaranteed:

The property is physically situated at 48 Mothie Singh Road, Raisethorpe, Pietermaritzburg, which property consists of land improved by a split level dwelling-house under brick and corrugated iron comprising three bedrooms, two w.c.'s, lounge, dining-room and kitchen and a basement comprising two bedrooms, kitchen, shower, w.c. and verandah.

Material condition of sale: The purchaser shall pay ten per cent (10%) of the purchase price in cash at the time of sale and the balance shall be paid or secured by a bank or building society guarantee approved by the Execution Creditor's attorneys, to be furnished to the Sheriff of the Magistrate's Court, Pietermaritzburg within fourteen (14) days of the date of sale. The full conditions of sale can be inspected at the office of the Sheriff of Court, 277 Berg Street, Pietermaritzburg, and interested parties may contact the Execution Creditor who may be prepared to grant loan facilities to an approved purchaser.

Dated at Pietermaritzburg this 17th day of August 1995.

F. Jasat, for Jasat & Jasat, Plaintiff's Attorneys, Suite 1 and 2, 370 Longmarket Street, Pietermaritzburg. (Ref. 01: N261: 001/SN.)

Case 54/95

IN THE SUPREME COURT OF SOUTH AFRICA

(Natal Provincial Division)

In the matter between **ABSA Bank Limited,** Plaintiff, and **Vengadajalum Ronnie Govender,** First Defendant, and **Abeeda Govender,** Second Defendant

In execution of a judgment granted by the Supreme Court of South Africa (Natal Provincial Division), on Tuesday, 18 July 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 Greytown in front of the Magistrate's Court, Bell Street, Greytown, KwaZulu/Natal, on Friday, 15 September 1995 at 11:00, on conditons 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 the Sheriff's Office, at 119 Voortrekker Street, Greytown, KwaZulu/Natal, namely:

Lot 611, Greytown, situated in the Borough of Greytown, Administrative District of Natal, in extent one thousand and twelve (1 012) square metres, which property is physically situated at 37 York Street, Greytown, KwaZulu/Natal, and which property is held by the above-named Defendants under and by virtue of Deed of Transfer T1084/94.

Improvements: Without constituting a warranty of any nature, the property has been improved by the erection thereon of a dwelling-house, brick under iron, consisting of a lounge, dining-room, kitchen, study, five bedrooms, two bathrooms and a separate toilet. There is an outbuilding consisting of a flat, lounge, kitchen, bedroom and bathroom and a garage.

Zoning: The property is zoned for Special Residential purposes and enjoys no special consents in respect of its zoning.

Terms: The purchase price will be payable subject to the conditions of sale, as follows:

(a) Ten per centum (10%) of the purchase price together with the Sheriff's commision on the sale to be paid immediately in cash on the date of sale.

(b) All current and arrear rates, taxes, electrical, sanitary, water and other fees or charges to be paid in cash within seven days of the date of sale together with costs of transfer and transfer duty.

(c) The balance of the purchase price together with interest at the rate of 16,25% (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 31st day of July 1995.

J. A. Browne, for E. R. Browne Inc., Plaintiff's Attorneys, 10th Floor, United Building, 194 Longmarket Street, Pietermaritzburg.

Case 1807/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between **ABSA Bank Limited,** Plaintiff, and **Olympia Investments (Pty) Ltd,** First Defendant, and **Anwar Essop Limbada,** Second Defendant

In execution of a judgment granted by the Supreme Court of South Africa (Durban and Coast Local Division) on 4 May 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 to the Magistrates Court, 22 Chancery Lane, Pinetown, on Friday, 15 September 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 62 Caversham Road, Pinetown, namely:

Lot 7388, Pinetown (Extension 54), situated in the Borough of Pinetown and in the Pinetown Port Natal Ebhodwe Joint Services Board Area, Administrative District of Natal, Province of KwaZulu/Natal, in extent seven hundred and eighty-eight (788) square metres;

which property is physically situated at 2 Reagan Road, Pinetown, and which property is held by the above-named First Defendant under and by virtue of the Deed of Transfer T10397/87.

Improvements: Without constituting a warranty of any nature, the property has been improved by the erection thereon of brick under tile dwelling consisting of lounge, dining-room, three bedrooms, two bath/toilet, patio, spa, bathroom, kitchen and garage.

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 August 1995.

Browne Brodie & Co., Plaintiff's Attorneys, 12th Floor, United Building, 291 Smith Street, Durban, 4001; P.O. Box 714, Durban, 4000. [Tel. (031) 304-7614/5.] (Ref. CMK/U 016/031067/Mrs Chelin.)

Case 1599/95

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT SHEPSTONE HELD AT PORT SHEPSTONE

In the matter between **NBS Bank Limited,** No. 87/01384/06, Plaintiff, and **Eileen Ritchie,** Defendant

In pursuance of a judgment in the Court of the Magistrate at Port Shepstone and the warrant of execution issued pursuant thereto on 19 July 1995, the immovable property described as:

Lot 2020, Margate Extension 3, situated in Margate Transitional Local Council Area, and in the Southern Natal Joint Services Board Area, Administrative District of Natal, Province of KwaZulu/Natal, in extent 1 016 square metres, held under Deed of Transfer T36986/94, and situated in Tedder Road, Margate Extension 3,

will be sold in execution on Friday, 15 September 1995 at 11:00 on the Courthouse 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 be in the meantime be inspected at the office of Messrs Barry, Botha & Breytenbach Inc., the Plaintiff's attorneys, 16 Bisset Street, Port Shepstone. The material terms and conditions of the sale are as follows:

(a) The purchase price shall be paid as to 10% (ten per centum) thereof at the time of the sale into the trust account of Plaintiff's conveyancers who shall invest this in an interest bearing account. All interest earned thereon shall be for the Purchaser's benefit.

(b) The balance of the purchase price together with interest at the rate payable to the Plaintiff at the time of this sale on the amount of the Plaintiff's claim and calculated from the date of sale until the date of transfer shall be paid and secured by a bank or building society guarantee in a form acceptable to the Plaintiff's conveyancers. This guarantee shall be delivered to the Plaintiff's conveyancers within 14 days of the date of sale.

(c) The purchaser shall pay to the Local Authority or any other authority entitled thereto such rates, taxes, transfer duty or VAT where applicable and other amounts whatsoever owing on the property together with any other amounts which must in law be paid to procure transfer of the property.

(d) The purchaser shall pay to the Sheriff on the date of sale his commission calculated at 5% (five per centum) of 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 tenancy (if any).

(f) Neither the Plaintiff nor the Sheriff give any warranty as to the state of the property which is sold voetstoots.

(g) The risk in and to the property shall pass to the purchaser on the date of sale.

The property is improved by: Dwelling under brick and slate consisting of: Enclosed verandah, lounge, two bedrooms, two bathrooms (one with a bath and the other with a shower), kitchen, laundry and courtyard. *Outbuilding:* Under brick and slate, consisting of single garage and servant's room.

Dated at Port Shepstone on this the 16th day of August 1995.

Barry, Botha & Breytenbach Inc., Plaintiff's Attorneys, 16 Bisset Street, Port Shepstone. Ref. E R Barry/NP292/01N209628.)

Case 6569/95

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 **Bongani Gladwell Gwala,** Execution Debtor

In pursuance of a judgment in the Court for the Magistrate's Court of Pinetown and writ of execution dated 7 July 1995, the property listed hereunder will be sold in execution on 22 September 1995 at 10:00 at the front entrance of the Magistrate's Court, 22 Chancery Lane, Pinetown, to the highest bidder:

Subdivision 7 (of 5) of Lot 32, New Germany, situated in the Borough of New Germany, and in the Port Natal–Ebhodwe Joint Services Board Area, Administrative District of Natal, in extent one thousand and eight (1 008) square metres.

Postal address: 27 Aller Crescent, New Germany, KwaZulu/Natal.

Town planning zoning: Residential.

The following improvements are reported to be on the property, but nothing is guaranteed: A single storey brick and tile dwelling consisting of: Lounge/dining-room, kitchen, two bedrooms, 1½ bathrooms, shower, w.c., entrance hall, garage, w.c. and 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 on this the 18th day of August 1995.

King & Associates, Attorney for Execution Creditor, Fourth Floor, NBS Centre, Hill Street, Pinetown. (Tel. 701-1561.) (Ref. Mr Jenkins/nem/02/N012/395.)

Case 7032/95

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 **Henry Hindley,** First Execution Debtor, and **Felicia Ann Hindley,** Second Execution Debtor

In pursuance of a judgment in the Court for the Magistrate's Court of Pinetown and writ of execution dated 14 July 1995, the property listed hereunder will be sold in execution on 22 September 1995 at 10:00 at the front entrance of the Magistrate's Court, 22 Chancery Lane, Pinetown, to the highest bidder:

Lot 8498, Pinetown Extension 67, situated in the Borough of Pinetown, and in the Pinetown Regional Water Services Area, Administrative District of Natal, in extent five hundred and seventy-five (575) square metres.

Postal address: 38 Central Drive, Marianridge, Pinetown.

Town planning zoning: Residential.

The following improvements are reported to be on the property, but nothing is guaranteed: A single storey brick and tile dwelling consisting of: Lounge, dining-room, kitchen, three bedrooms, 1 bathroom, w.c., steps and paving.

Vacant possession is not guaranteed.

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff for Pinetown. A substantial bank loan can be raised for an approved purchaser with prior approval.

Dated at Pinetown on this the 18th day of August 1995.

King & Associates, Attorney for Execution Creditor, Fourth Floor, NBS Centre, Hill Street, Pinetown. (Tel. 701-1561.) (Ref. Mr Jenkins/nem/02/N012/398.)

Case 21667/95

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

In the matter between **ABSA Bank Limited,** trading as Allied Bank, No. 86/04794/06, Plaintiff, and **Ahmed Khan,** Defendant

In pursuance of a judgment granted on 16 May 1995, in the Court of the Magistrate, Durban and under a writ of execution issued thereafter, the immovable property listed hereunder shall be sold in execution to the highest bidder on Thursday, 21 September 1995 at 14:00, at the front entrance of the Magistrate's Court-house, Somtsue Road, Durban:

Description: A unit consisting of:

(a) Section 9 as shown and more fully described on Sectional Plan SS193/90 in the scheme known as Queens Court in respect of the land and building or buildings situated at Local Authority City of Durban, of which the floor area according to the said sectional plan is (sixty-six) 66 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 ST1934/94.

Street address: Flat 21, Queens Court, Victoria Embankment, Durban.

Improvements: Brick under concrete simplex unit consisting of: 1 and a half bedrooms, entrance hall, lounge, kitchen, bathroom/toilet (the nature, extent, condition and existence of the improvements are not guaranteed, and are sold voetstoots).

Town planning zoning: Special Residential.

Special Privileges: Nil.

Nothing in guaranteed in the above respects.

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, as amended, and the rules made thereunder.

2.1 The purchaser shall in addition to the auctioneer's commission, pay a deposit of 10% (ten per cent) of the purchase price in cash on the day of the sale and the balance against transfer which shall be secured by a bank or building society guarantee in a form acceptable to Plaintiff's conveyancers, which guarantee shall be delivered by the purchaser to the Sheriff within fourteen (14) days from the date of the sale and shall provide for the payment of the full balance and any such interest payable as provided for hereunder.

2.2 The purchaser shall be liable for payment of interest at the rate payable to the Plaintiff at the time of the sale on the amount of the Plaintiff's claim from date of the sale [and in the event of there being any other preferent creditor (bondholder), then the interest payable upon such preferent creditors claim] until the date of transfer.

2.3 Transfer shall be effected by the attorneys of the Plaintiff and the purchaser shall pay all the transfer dues, including transfer duty, current and any arrear rates and any of the necessary charges to effect transfer upon request by the said attorneys.

The full conditions of sale may be inspected at the offices of the Sheriff for the Magistrate's Court, Durban Central, 21 Stafmayer House, Beach Grove, Durban.

Dated at Durban on this the 8th day of August 1995.

A. J. McNabb, for Strauss Daly Inc., Plaintiff's Attorney, 11th Floor, The Marine, 22 Gardiner Street, Durban. (Ref. Z00448/JR/cc.)

Case 12775/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF INANDA HELD AT VERULAM

In the matter between **ABSA Bank Limited** No. 86/04794/06 trading as Allied Bank, Plaintiff, and **Clement Mkhize,** First Defendant, and **Zodwa Cynthia Mkhize,** Second Defendant

In pursuance of a judgment granted on 11 January 1995, in the Court of the Magistrate, Verulam and under a writ of execution issued thereafter, the immovable property listed hereunder shall be sold in execution to the highest bidder on 22 September 1995 at 9:00, at the front entrance of the Magistrate's Court Building, Moss Street, Verulam:

Description: Lot 615, Riverdene, situated in the City of Durban, Administrative District of Natal, Province of KwaZulu/Natal, in extent 295 (two hundred and ninety-five) square metres.

Street address: 85 Fairydene Avenue, Newlands East.

Improvements: Brick under tile dwelling with water and lights consisting of three bedrooms, kitchen, lounge, 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 percent) of the purchase price in cash on the day of the sale and the balance against transfer which shall be secured by a bank or building society guarantee in a form acceptable to Plaintiff's conveyancers, which guarantee shall be delivered by the purchaser to the Sheriff within fourteen (14) days from the date of the sale and shall provide for the payment of the full balance and any such interest payable as provided for hereunder.

2.2 The purchaser shall be liable for payment of interest at the rate payable to the Plaintiff at the time of the sale on the amount of the Plaintiff's claim from date of the sale [and in the event of there being any other preferent creditor (bondholder), then the interest payable upon such preferent creditors claim] until the date of transfer.

2.3 Transfer shall be effected by the attorneys of the Plaintiff and the purchaser shall pay the transfer dues, including transfer duty, current and ay arrear rates and any of the necessary charges to effect transfer upon request by the said attorneys.

The full conditions of sale may be inspected at the offices of the Sheriff for the Magistrate's Court, Inanda District (2), Suite 7, Foresum Centre, 314 Old Main Road, Tongaat.

Dated at Durban on this the 14th day of August 1995.

A. J. McNabb, Strauss Daly Inc., Plaintiff's Attorney, 11th Floor, The Marine, 22 Gardiner Street, Durban. (Z33415/JR/cc.)

Case 11967/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF INANDA HELD AT VERULAM

In the matter between **ABSA Bank Limited** No.86/04794/06 trading as United Bank, Plaintiff, and **Peter Pregasen Naidoo,** First Defendant, and **Linda Grace Naidoo,** Second Defendant

In pursuance of a judgment granted on 10 February 1995, in the Court of the Magistrate, Verulam, and under a writ of execution issued thereafter, the immovable property listed hereunder shall be sold in execution to the highest bidder on 22 September 1995 at 9:00, at the front entrance of the Magistrate's Court, Moss Street, Verulam.

Description: Lot 78 Newcentre, situated in the City of Durban, Administrative District of Natal, in extent 404 (four hundred and four) square metres.

Street address: 18 Dawnwest Drive, Newcentre, Newlands.

Improvements: Brick under tile dwelling with water and lights comprising of three bedrooms, lounge, dining-room, kitchen , 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 percent) of the purchase price in cash on the day of the sale and the balance against transfer which shall be secured by a bank or building society guarantee in a form acceptable to Plaintiff's conveyancers, which guarantee shall be delivered by the purchaser to the Sheriff within fourteen (14) days from the date of the sale and shall provide for the payment of the full balance and any such interest payable as provided for thereunder.

2.2 The purchaser shall be liable for payment of interest at the rate payable to the Plaintiff at the time of the sale on the amount of the Plaintiff's claim from date of the sale (and in the event of there being any other preferent creditor (bondholder), then the interest payable upon such preferent creditors claim) until the date of transfer.

2.3 Transfer shall be effected by the attorneys of the Plaintiff and the purchaser shall pay all the transfer dues, including transfer duty, current and any arrear rates and any of the necessary charges to effect transfer upon request by the said attorneys.

The full conditions of sale may be inspected at the offices of the Sheriff for the Magistrate's Court, Suite 7, Foresum Centre, 314 Old Main Road, Tongaat.

Dated at Durban on this the 14th day of August 1995.

A. J. McNabb, for Strass Daly Inc., Plaintiff's Attorney, 11th Floor, The Marine, 22 Gardiner Street, Durban. (Z32511/JR/cc.)

Case 75/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF INANDA HELD AT VERULAM

In the matter between **KwaZulu Finance & Investment Corporation Limited,** Plaintiff, and **Andries Mafutha Mbatha,** Defendant

In pursrance of judgment granted on 3 February 1994 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 22 September 1995, at 10:00, the front entrance to the Magistrate's Court Building, Moss Street, Verulam, to the highest bidder:

Description: A certain piece of land, being Ownership Unit F849, in extent 378 square metres, situated in the Township of Ntuzuma, represented and described on General Plan PB419/1978, held by virtue of Deed of Grant G5886/87.

Improvements: A single-storey brick/plaster and asbestos dwelling (54 m^2) comprising of kitchen, lounge, two bedrooms, bathroom and w.c., municipal electricity, water supply and sanitation-local authority.

Nothing is guaranteed in respect of such improvements on the property.

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.

2. The purchaser shall pay the purchase price in cash or by bank-guaranteed cheque on the day of the sale. In the event of the purchaser having to obtain finance from a financial institution, the purchaser shall on the day of the sale produce written information from the said financial institution to the effect that the purchaser qualifies for a loan, which shall not be less than the purchase price.

The full conditions may be inspected at the offices of the Sheriff, Verulam, or at the offices of Strauss Daly Inc.

Dated at Durban on this the 14th day of August 1995.

Strauss Daly Inc., Plaintiff's Attorneys, 11th Floor, The Marine, 22 Gardiner Street, Durban. (Ref. Z22016/26.)

Case 8087/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF INANDA HELD AT VERULAM

In the matter between **ABSA Bank Limited** (Reg. No. 86/04794/06), trading as Allied Bank, Plaintiff, and **Subramoney Naicker,** First Defendant, and **Vijayanthimala Muthumma Naicker,** Second Defendant

In pursuance of a judgment granted on 10 November 1994 in the Court of the Magistrate, Verulam, and under a writ of execution issued thereafter, the immovable property listed hereunder shall be sold in execution to the highest bidder on 22 September 1995 at 09:00, at the front entrance of the Magistrate's Court, Moss Street, Verulam:

Description: Subdivision 10 of Lot 248, Tongaat, situated in the Township of Tongaat, Administrative District of Natal, in extent 1 012 (one thousand and twelve) square metres.

Street address: 30 Von Rova Road, Shazia Gardens, Tongaat.

Improvements: Brick under tile dwelling with water and lights consisting of three bedrooms with main en suite, kitchen, lounge, dining-room, bathroom and toilet, toilet, double garage and fully fenced (the nature, extent, condition and existence of the improvements are not guaranteed, and are sold voetstoots).

Town-planning zoning: Special Residential.

Special privileges: Nil.

Nothing is guaranteed in the above respects.

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, as amended, and the rules made thereunder.

2.1 The purchaser shall in addition to the auctioneer's commission, pay a deposit of 10% (ten per cent) of the purchase price in cash on the day of the sale and the balance against transfer which shall be secured by a bank or building society guarantee in a form acceptable to Plaintiff's conveyancers, which guarantee shall be delivered by the purchaser to the Sheriff within fourteen (14) days from the date of the sale and shall provide for the payment of the full balance and any such interest payable as provided for hereunder.

2.2 The purchaser shall be liable for payment of interest at the rate payable to the Plaintiff at the time of the sale on the amount of the Plaintiff's claim from date of the sale [and in the event of there being any other preferent creditor (bondholder), then the interest payable upon such preferent creditor's claim] until the date of transfer.

2.3 Transfer shall be effected by the attorneys of the Plaintiff and the purchaser shall pay all the transfer dues, including transfer duty, current and any arrear rates and any of the necessary charges to effect transfer upon request by the said attorneys.

The full conditions of sale may be inspected at the offices of the Sheriff for the Magistrate's Court, Suite 7, Foresum Centre, 314 Old Main Road, Tongaat.

Dated at Durban this 15th day of August 1995.

A. J. McNabb, for Strauss Daly Inc., Plaintiff's Attorney, 11th Floor, The Marine, 22 Gardiner Street, Durban. (Ref. Z27959/JR/cc.)

Case 1236/94

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

In the matter between **KwaZulu Finance & Investment Corporation Limited,** Plaintiff, and **Myekeni Phineas Biyela,** Defendant

In pursuance of judgment in the above action, the immovable property listed hereunder will be sold in execution on 20 September 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 Owernship Unit F714, in extent 465 square metres, situated in the Township of Umlazi, represented and described on General Plan BA19/1966, held by virtue of Deed of Grant 1849/47.

Improvements: A single storey brick/plaster and asbestos dwelling (54 m^2) comprising of kitchen, lounge, two bedrooms and bathroom. Municipal 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-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 11th day of August 1995.

Strauss Daly Inc., Plaintiff's Attorneys, 11th Floor, The Marine, 22 Gardiner Street, Durban. (Ref. Z24597/26.)

Case 23170/94

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

In the matter between **First National Bank of Southern Africa Limited,** Execution Creditor, and **Willem Steremberg Volschenk,** First Execution Debtor, and **Cathrina Susanna Volschenk,** Second Execution Debtor

In pursuance of a judgment granted on 20 October 1994, in the Magistrate's Court, Pietermaritzburg, and under writ of execution issued thereafter, the immovable property listed hereunder shall be sold in execution to the highest bidder on 22 September 1995 at 11:00, at the Sheriff's Salesroom, 277 Berg Street, Pietermaritzburg:

Description: Subdivision 10 of Lot 1752, Pietermaritzburg, situated in the Pietermaritzburg/Msunduzi Transitional Local Council Area, Administrative District of Natal, Province of KwaZulu/Natal, in extent 1 238 (one thousand two hundred and thirty-eight) square metres.

Postal address: 20 Haynes Road, Pietermaritzburg.

The property consists of land improved by a single-storey dwelling comprising entrance hall, lounge, family room, dining-room, kitcen, three bedrooms, two bathrooms and two toilets, together with outbuildings comprising laundry, store-room and toilet.

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.

2. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price and the auctioneer's commission in cash immediately after the sale, and the balance against transfer to be secured by a bank or building society guarantee to be furnished to the Sheriff of the Magistrate's Court within 14 (fourteen) days after the sale to be approved by the Plaintiff's attorneys.

3. The purchaser shall be liable for payment of interest at the rate of 16% (sixteen per cent) per annum to the Plaintiff on the amount of the award to the Plaintiff in the plan of distribution from the date of sale to date of transfer.

4. Transfer shall be effected by the attorneys of the Plaintiff and the purchaser shall pay all the transfer dues, including transfer duty or Value-Added Tax, current and any arrear rates, and other necessary charges to effect transfer upon request by the said attorneys.

The full conditions of sale may be inspected at the offices of the Sheriff for the Magistrate's Court, Pietermaritzburg, 277 Berg Street, Pietermaritzburg.

Dated at Pietermaritzburg this 17th day of August 1995.

G. J. Campbell, for Stowell & Co., Plaintiff's Attorneys, 295 Pietermaritz Street, Pietermaritzburg.

Case 1767/95

IN THE SUPREME COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between **Nedcor Bank Limited** (formerly Nedperm Bank Limited), Execution Creditor, and **Joachim Wilhelm Schmidt,** Execution Debtor

In pursuance of a judgment in the Supreme Court, dated 6 April 1995, and a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 22 September 1995 at 09:00, in front of the Magistrate's Court, Moss Street, Verulam, to the highest bidder:

Property description: (a) Section 7, as shown and more fully described on Sectional Plan 255/90 in the scheme known as Sneezewood Park, in respect of the land and building or buildings, situated at Glen Anil of which the floor area according to the said Sectional Plan is 340 (three hundred and forty) 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 of the said plan, held under Certificate of Registered Sectional Title ST255/90 (7).

Postal address: 7 Sneezewood Park, Sneezewood Lane, Glen Anil.

Improvements: Brick under tile building with water and lights consisting of L-Shaped unit, office, two toilets, large room used as work space, staircase leading from inside building to 2 offices (the nature, extent, condition and existence of the improvements are not guaranteed, and are sold voetstoots).

Zoning (the accuracy hereof is not guaranteed): Commercial.

1. The purchaser (other than the Execution Creditor) shall pay a deposit of 10% (ten per cent) of the purchase price or R500 whichever is the greater, and the Auctioneer's charges in cash at the time of the sale.

2. The balance of the purchase price is payable against the transfer to be secured by a bank or building society guarantee approved by the Execution Creditor's attorneys and to be furnished within fourteen (14) days after the date of sale.

3. The purchaser shall be liable for the payment of interest at the rate of 16,75% (sixteen comma seven five per cent) per annum to the First Bondholder on the amount of the award to the First Bondholder in the distribution plan from the date of sale to date of transfer, both days inclusive, and interest on any other Bonds at the rate mentioned in such Bonds for the same period.

4. Transfer shall be effected by the attorneys for the Execution Creditor and the purchaser shall pay all transfer costs, including arrear and current rates, sewerage connection fees (if any), current and arrear levies due to the Body Corporate (if any), taxes and any other charges necessary to effect transfer on request by the said attorneys.

5. The full conditions of sale may be inspected at the offices of the Sheriff, Verulam Area 2, Suite 7, First Floor, Foresum Centre, 314 Main Road, Tongaat, and interested parties are asked to contact the Execution Creditor who may be prepared to grant loan facilities to an approved purchaser.

Dated at Durban this 17th day of August 1995.

Shepstone & Wylie, Execution Creditor's Attorneys, Scotswood, 37 Aliwal Street, Durban. (Ref. C:/Nedperm/Sale/S288.)

Case 4022/95

IN THE SUPREME COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between **Nedcor Bank Limited** (formerly Nedperm Bank Limited), Execution Creditor, and **Anthony Neville Marshall,** First Execution Debtor, and **Joyce Audrey Marshall,** Second Execution Debtor

In pursuance of a judgment in the Supreme Court (Durban and Coast Local Division) dated 30 June 1995, and a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 22 September 1995 at 10:00, in front of the Supreme Court-house, Masonic Grove, Durban, to the highest bidder without reserve:

Property description: (a) Section 18, as shown and more fully described on Sectional Plan SS22/1983 in the scheme known as Birkenhead, in respect of the land and building or buildings, situated in the City of Durban, Administrative District of Natal, Province of KwaZulu/Natal, of which the floor area according to the sectional plan is 68 (sixty-eight) square metres in extent; and

(b) an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan, held under Deed of Transfer ST600/1994.

Physical address: 26 Birkenhead, 6 Birkenhead Road, Umbilo, Durban, KwaZulu/Natal.

Improvements: Single-storey flat comprising three bedrooms, lounge, dining-room, full bathroom, separate toilet, kitchen, carport, security gate and remote vehicle gate (the nature, extent, condition and existence of the improvements are not guaranteed, and are sold voetstoots).

Zoning (the accuracy hereof is not guaranteed): Special residential.

1. The sale shall be subject to the terms and conditions of the Supreme Courts Act and the rules made thereunder.

2. The purchaser (other than the Execution Creditor) shall pay a deposit of 10% (ten per cent) of the purchase price in cash at the time of the sale together with the auctioneer's commission.

3. The balance of the purchase price is payable against the transfer to be secured by a bank or building society guarantee approved by the Execution Creditor's attorneys and to be furnished within fourteen (14) days after the date of sale.

4. The purchaser shall be liable for the payment of interest at the rate of 17,25% (seventeen comma two five per cent) per annum to the First Bondholder on the amount of the award to the First Bondholder in the distribution plan from the date of sale to date of transfer, both days inclusive, and interest on any other Bonds at the rate mentioned in such Bonds for the same period.

5. Transfer shall be effected by the attorneys for the Execution Creditor and the purchaser shall pay all transfer costs, including arrear and current rates, sewerage connection fees (if any), current and arrear levies due to the Body Corporate (if any), taxes and any other charges necessary to effect transfer on request by the said attorneys.

6. The full conditions of sale may be inspected at the offices of the Sheriff, Supreme Court, Durban Central, Second Floor, Stafmeyer House, Beach Grove, Durban, and interested parties are asked to contact the Execution Creditor who may be prepared to grant loan facilities to an approved purchaser.

Dated at Durban this 17th day of August 1995.

Shepstone & Wylie, Execution Creditor's Attorneys, Scotswood, 37 Aliwal Street, Durban. (Ref. C:/Nedperm/Sale/M429.)

Case 823/95

IN THE SUPREME COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between **Nedcor Bank Limited** (formerly Nedperm Bank Limited), Execution Creditor, and **Fareeda Bibi Ismail,** Execution Debtor

In pursuance of a judgment in the Supreme Court (Durban and Coast Local Division) dated 29 June 1995, and a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 22 September 1995 at 10:00, in front of the Supreme Court-house, Masonic Grove, Durban, to the highest bidder without reserve:

Property description: (a) Section 18, as shown and more fully described on Sectional Plan SS30/1986 in the scheme known as Marbeg, in respect of the land and building or buildings, situated in the City of Durban, Administrative District of Natal, Province of KwaZulu/Natal, of which the floor area according to the sectional plan is 48 (forty-eight) square metres in extent; and

(b) an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan, held under Deed of Transfer ST5887/1992.

Physical address: Flat 34, Marberg, Victoria Embankment, Durban.

Improvements: Sectional title flat comprising bedroom, kitchen, lounge, bathroom and toilet (the nature, extent, condition and existence of the improvements are not guaranteed, and are sold voetstoots).

Zoning (the accuracy hereof is not guaranteed): Special residential.

1. The sale shall be subject to the terms and conditions of the Supreme Courts Act and the rules made thereunder.

2. The purchaser (other than the Execution Creditor) shall pay a deposit of 10% (ten per cent) of the purchase price in cash at the time of the sale together with the auctioneer's commission.

3. The balance of the purchase price is payable against the transfer to be secured by a bank or building society guarantee approved by the Execution Creditor's attorneys and to be furnished within fourteen (14) days after the date of sale.

4. The purchaser shall be liable for the payment of interest at the rate of 16,25% (sixteen comma two five per cent) per annum to the First Bondholder on the amount of the award to the First Bondholder in the distribution plan from the date of sale to date of transfer, both days inclusive, and interest on any other Bonds at the rate mentioned in such Bonds for the same period.

5. Transfer shall be effected by the attorneys for the Execution Creditor and the purchaser shall pay all transfer costs, including arrear and current rates, sewerage connection fees (if any), current and arrear levies due to the Body Corporate (if any), taxes and any other charges necessary to effect transfer on request by the said attorneys.

6. The full conditions of sale may be inspected at the offices of the Sheriff, Supreme Court, Durban Central, Second Floor, Stafmeyer House, Beach Grove, Durban, and interested parties are asked to contact the Execution Creditor who may be prepared to grant loan facilities to an approved purchaser.

Dated at Durban this 18th day of August 1995.

Shepstone & Wylie, Execution Creditor's Attorneys, Scotswood, 37 Aliwal Street, Durban. (Ref. C:/Nedperm/Sale/I6.)

Case 2499/95

IN THE SUPREME COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between **ABSA Bank Limited** (86/04794/06), Plaintiff, and **Manormani Pillay,** First Defendant, and **Indhreen Naidoo,** Second Defendant, and **Mrs Shamla Naidoo,** Third Defendant

In execution of a judgment granted by the Supreme Court of South Africa (Durban and Coast Local Division) on 21 June 1995, in the above-named suit, the following immovable property will be sold by public auction by the Sheriff of the Supreme Court, Inanda, Area 1, at the front entrance to the Magistrate's Court, Moss Street, Verulam, on Friday, 15 September 1995 at 10:00, on conditions which will be read out by the Sheriff, before the sale, and which conditions are in the possession of the Sheriff and may be inspected at his office at 2 Mountview Shopping Centre, corner of Inanda and Jacaranda Roads, Verulam, namely:

Lot 1378, Westham, situated in the City of Durban, Administrative District of Natal, Province of KwaZulu/Natal, in extent two hundred and eight one (281) square metres, which property is physically situated at 30 Tottenham Place, Westham, Phoenix, and which property is held by the above-named First Defendant under and by virtue of Deed of Transfer T31715/94.

Improvements: Without constituting a warranty of any nature, the property has been improved by the erection thereon of block under tile dwelling consisting of lounge, three bedrooms, kitchen, bathroom and toilet.

Zoning: The property is zoned for special residential purposes and enjoys no special consents in respect of its zoning.

Terms: The purchase price will be payable subject to the conditions of sale, as follows:

(a) 10% (ten per cent) of the purchase price together with the Sheriff's commission on the sale to be paid immediately in cash on the date of sale.

(b) All current and arrear rates, taxes, electrical, sanitary, water and other fees or charges to be paid in cash within 7 (seven) days of the date of sale together with costs of transfer and transfer duty.

(c) The balance of the purchase price together with interest at the rate of 17,25% (seventeen comma two five per cent) per annum compounded monthly in advance on the amount referred to in the conditions of sale to date of transfer both days inclusive, to be secured by an acceptable guarantee to be furnished within 14 (fourteen) days after the date of sale.

Dated at Durban this 15th day of August 1995.

Browne Brodie & Co., Plaintiff's Attorneys, 12th Floor, United Building, 291 Smith Street, Durban, 4001; P.O. Box 714, Durban, 4000. [Tel. (031) 304-7614/5.] (Ref. CMK/A332/013731/Mrs Chelin.)

Case 56515/94

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

In the matter between **Lot 134 Umgeni Park (Pty) Limited,** Plaintiff, and **Pro Sheet Metal Systems & Installations CC,** First Defendant, and **John Clark Pringle,** Second Defendant

In pursuance of a judgment of the above Honourable Court dated 14 November 1994 a sale in execution will be held on 22 September 1995 at 10:00, in front of the Magistrate's Court, 22 Chancery Lane, Pinetown, when the following property will be sold by the Sheriff of the Magistrate's Court, to the highest bidder:

Undivided half share in and to the Remainder of Lot 1757, Kloof, situated in the Borough of Kloof, and in the Port Natal-Ebhodwe Joint Services Board Area, Administrative District of Natal, in extent of 5 722 (five thousand seven hundred and twenty-two) square metres, with the postal and street address of 10 Uplands Drive, Kloof.

Improvements (the following information is furnished but nothing is guaranteed in this regard): The property consists of a double storey brick and tile roof dwelling comprising of three bedrooms, two bathrooms, kitchen, lounge, dining-room, family room, study, two garages, swimming-pool, laundry, gym, bar-room, billiard room, office, fully fenced, tarred driveway and electronic gates.

The sale shall be subject to the following conditions:

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act, and the rules made thereunder.

2. The purchaser (other than the Execution Creditor) shall pay a deposit of 10% (ten per cent) of the purchase price in cash at the time of the sale.

3. The full conditions of sale may be inspected at the offices of the Sheriff of the Magistrate's Court, 2 Samkit Centre, 62 Caversham Road, Pinetown.

Dated at Durban on this 18th day of August 1995.

De Villiers Evans & Petit, Plaintiff's Attorneys, 41 Acutt Street, Durban. (Ref. Mrs Singh/79/94.)

Case 14724/95

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

In the matter between **NBS Bank Limited,** Execution Creditor, and **N. R. Naidoo,** First Execution Debtor, and **D. Naidoo,** Second Execution Debtor

In terms of a judgment granted in the above action the immovable property listed hereunder will be sold in execution without reserve to the highest bidder, on Friday, 15 September 1995 at 10:00, in front of the Magistrate's Court, Savell Place, Scottburgh South:

Consisting of Lot 70, Park Rynie, situated in the development area of Park Rynie, and in the Southern Natal Joint Services Board Area, Administrative District of Natal, in extent 1 004 (one thousand and four) square metres held under Deed of Transfer T16571/94, and known as Lot 70, Park Rynie, being 11 Mallet Avenue, Park Rynie.

Improvements: Three bedrooms, bathroom, shower and two w.c.'s. Property surrounded by a precast fence and garage.

Nothing is guaranteed in the above respects.

The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price and the auctioneer's commission in cash or by a bank-guaranteed cheque at the time of sale, and the balance against transfer to be secured by a bank or building society guarantee to be approved by the Execution Creditor's attorneys to be furnished to the Messenger of the Court within 14 days after the sale.

Transfer shall be effected by the attorneys of the Plaintiff and the purchaser shall pay all transfer costs, including transfer duty, current and any arrear rates, and other necessary charges to effect transfer upon request by the said attorneys.

The full conditions of sale may be inspected at 1 Savell Place, Scottburgh South, and Plaintiff's Attorneys, 16th Floor, Nedbank Centre, Durban Club Place, Durban.

Barkers, Plaintiff's Attorneys.

Case 5681/95

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

In the matter between **Nedcor Bank Limited,** Plaintiff, and **C. M. Ndlovu,** First Defendant, and **E. M. Ndlovu,** Second Defendant

In pursuance of a judgment granted on 26 June 1995, in the Magistrate's Court, Pinetown, and under a warrant of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 22 September 1995 at 10:00, in front of the Magistrate's Court Building, 22 Chancery Lane, Pinetown:

Description: Lot 830, New Germany Extension 7, situated in the Borough of New Germany and in the Port Natal-Ebhodwe Joint Services Board Area, Administrative District of Natal, in extent 950 square metres, held under Deed of Transfer T25619/94.

Physical address: 47 Reading Avenue, New Germany, Pinetown.

Improvements: Single storey brick dwelling under tile — three bedrooms, two bathrooms (one en-suite), lounge, dining-room, kitchen, single garage, servants' quarters and ablutions (the nature, extent, condition and existence of the improvements are not guaranteed and are sold voetstoots).

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.

2. The purchaser shall pay 10% (ten per cent) of the relevant purchase price at the time of the sale, the balance against transfer to be secured by a bank or building society guarantee approved by the Plaintiff's attorneys and to be furnished to the Sheriff within fourteen (14) days after date of sale. The Sheriff shall, if requested by the Execution Creditor, require any bidder to deposit with him in cash an amount equal to 10% (ten per cent) of the amount owing to the Execution Creditor, before accepting any bid from such bidder.

3. The full conditions of may be inspected at the office of the Sheriff, Pinetown, or at the offices of Dickinson & Theunissen.

Dated at Pinetown on this the 7th day of August 1995.

Dickinson & Theunissen, Plaintiff's Attorneys, Second Floor, Permanent Building, Chapel Street, Pinetown.

Case 58722/93

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

In the matter between **University of Natal,** Judgment Creditor, and **Bethuel Shodl Nyawo,** Judgment Debtor

In pursuance of a judgment granted on 13 January 1994 in the above Honourable Court and under a warrant of execution issued thereafter, the immovable property listed hereunder will be sold in execution to the highest bidder on Thursday, 21 September 1995 at 10:00, in front of the Magistrate's Court-house, Somtseu Road, Durban:

Description:

(a) Section 43, as shown and more fully described on Sectional Plan SS238/1985 in the scheme known as Ruwenzori, in respect of the land and building or buildings, situated in the City of Durban, Administrative District of Natal, Province of KwaZulu/Natal, of which section the floor area according to the sectional plan is 51 (fifty-one) square metres in extent; and

(b) an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan held under Deed of Transfer ST17382/1993.

Postal address: Flat 66, Ruwenzori, St Andrews Street, Durban.

Improvements (the nature, extent, condition and existence of the improvements are not guaranteed and are sold voetstoots): A flat consisting of bedroom, lounge (carpeted), kitchen (tiled), bathroom and separate toilet.

The sale shall be subject to the following conditions:

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.

2. The purchaser (other than the Plaintiff) shall pay a deposit of 10% (ten per cent) of the purchase price in cash at the time of the sale and the balance against transfer is to be secured by a bank or building society guarantee and to be furnished to the Sheriff within twenty-one (21) days after the sale, to be approved by the Plaintiff's attorneys.

3. Transfer shall be affected by the attorneys for the Plaintiff and the purchaser shall pay all transfer costs including transfer duty, current rates 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, Durban Central.

Dated at Durban on this 22nd day of August 1995.

C. Preston-Whyte, for D. K. Merret Associates, Plaintiff's Attorneys, 152 Essenwood Road, Durban; P.O. Box 50232, Musgrave, 4062. [Tel. (031) 22-1484.)

Case 3926/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF LOWER TUGELA HELD AT STANGER

In the matter between **ABSA Bank Limited,** trading as Allied Bank, Execution Creditor, and **Makerdoojh Deonarain Brijlall,** First Execution Debtor, and **Muniamma Brijlall,** Second Execution Debtor

In pursuance of a judgment granted on 24 January 1995 in the Magistrate's Court, Stanger, and under a writ of execution issued thereafter, the immovable property listed hereunder, will be sold in execution on Friday, 29 September 1995 at 10:00, at the front entrance of the Magistrate's Court Building, Couper Street, Stanger, to the highest bidder according to the conditions of sale, which will be read out by the Sheriff of the Court, Stanger, at the time of the sale:

Description: Lot 731, Stanger, situated in the KwaDukuza/Stanger Transitional Local Council Area, Administrative District of Natal, Province of KwaZulu Natal, in extent 1 012 (one thousand and twelve) square metres.

Improvements: Brick under asbestos dwelling consisting of: *Downstairs:* Lounge carpeted, ceramic tiled dining-room, kitchen, three bedrooms and toilet and bathroom. *Upstairs:* Two rooms (each with a balcony), carport along side the house.

Physical address: 18 Court Road, Stanger.

Zoning: Residential.

Material conditions:

1. The sale shall be subject to the Magistrates' Courts Act, No. 32 of 1944, as amended, and the rules made thereunder.

2. The property shall be sold to the highest bidder at the sale.

3. The purchaser (other than the Execution Creditor) shall pay a deposit of ten per cent (10%) of the purchase price and the auctioneer's charges in cash or by bank-guaranteed cheque at the time of the sale.

4. The balance of the purchase price is payable against transfer of the property, to be secured by a bank or building society guarantee approved by the Execution Creditor's attorneys and to be furnished within fourteen (14) days after the date of sale.

5. The puchaser shall be liable for payment of interest at the rate of 18,25% (eighteen comma two five per cent) per annum to the Execution Creditor from the date of sale to the date of registration of transfer.

6. The transfer shall be effected by Laurie C. Smith Inc., and the purchaser shall pay all transfer costs, including arrear and current rates, sewerage connection fees, if any, taxes and other charges necessary to effect transfer on request by the said attorneys.

6. The full conditions of sale may be inspected at the offices of the Sheriff of the Court, Stanger, and all interested parties are asked to contact the Execution Creditor whomay be prepared to grant loan facilities to an approved purchaser.

Dated at Stanger on this 14th day of August 1995.

Laurie C. Smith Inc., Plaintiff's Attorneys, 22 Jackson Street, P.O. Box 46, Stanger. (Ref. Mr Horton/RK/A.353/COLLS.)

Case 12098/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF INANDA HELD AT VERULAM

In the matter between **V. S. Naidoo,** Plaintiff, and **Benny Singh,** Defendant

In pursuance of a judgment in the Magistrate's Court for the District of Inanda, held at Verulam, in the above-mentioned case, and by virtue of a writ of execution issued thereon, the property described as Lot 615, Lenham, situated in the City of Durban, Administrative District of Natal, Province of KwaZulu/Natal, in extent 201 square metres, will be sold by public auction to the highest bidder at the front entrance to the Magistrate's Court Building, Moss Street, Verulam, on 15 September 1995 at 10:00.

S. Manikam & Associates, First Floor, Vereco House, 30 Masonic Grove, Durban. (Ref. Mr Manikam/mjs/N.152.)

Case 13511/94

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. C. Hartman,** Execution Debtor

In pursuance of a judgment in the Magistrate's Court for the District of Pinetown, dated 10 March 1995 and a warrant of execution issued on 13 March 1995, the following immovable property will be sold in execution on 22 September 1995 at 10:00, in front of the Magistrate's Court Building, Chancery Lane, Pinetown, to the highest bidder:

Description: Subdivision 7 of Lot 7011, Pinetown, situated in the Borough of Pinetown, and in the Port Natal-Ebhodwe Joint Services Board Area, Administrative District of Natal, Province of KwaZulu/Natal, in extent 4 210 square metres.

Postal address: 24 Paradise Place, Cowies Hill, Pinetown.

Improvements: Vacant ground.

Town-planning zoning: Residential.

Special privileges: None known.

Nothing is guaranteed in the above respect.

Conditions:

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.

2. The purchaser (excluding the Judgment Creditor) shall pay a deposit of 10% (ten per cent) of the purchase price and auctioneer's charges immediately after the sale. The balance of the purchase price, including interest as set out in the conditions of sale, is payable against transfer, to be secured in the interim by a bank or building society guarantee to be approved by the Execution Creditor's attorneys and to be furnished to the Sheriff within fourteen (14) days after the date of sale.

3. Transfer will be effected by the Execution Creditor's attorneys and the purchaser shall pay to them all the costs and charges, as more fully set out in clause 5 of the conditions of sale which conditions may be inspected at the offices of the Sheriff of Pinetown, and the said attorneys.

Dated at Pinetown this 14th day of August 1995.

C. J. A. Ferreira, Attorney for Execution Creditor, Suite 3, Media House, 47 Kings Road, Pinetown.

Case 138/91

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KLIP RIVER HELD AT EZAKHENI

In the matter between **KwaZulu Finance and Investment Corporation Limited,** Plaintiff, and **M. J. Qwabe,** Defendant

In pursuance of a judgment granted in the above Honourable Court on 26 February 1992, and a warrant of execution, the undermentioned property will be sold in execution on Tuesday, 19 September 1995 at 15:00, in front of the Magistrate's Court, Ezakheni:

Unit E2614, Ezakheni, in extent 488 (four hundred and eighty-eight) square metres, situated in the Administrative District of KwaZulu, held under Deed of Grant G02002/90.

Following information is furnished regarding the improvements and in this respect nothing is guaranteed:

Improvements: Concrete block under corrugated iron dwelling, comprising three bedrooms, living-room, kitchen and outbuildings, w.c. and shower, extent 488 (four hundred and eighty-eight).

Material conditions:

The sale of the property shall be subject to the following conditions:

1. The property shall be sold by the Sheriff of Ladysmith on 19 September 1995 at 15:00 at the Magistrate's Court, Ezakheni.

2. The property shall be sold without reserve to the highest bidder, provided that the Sheriff may, with the consent of the Judgment Creditor, refuse any bid. No bid less than R100 in value above the preceeding bid shall be accepted by the Sheriff.

3. The full purchase price shall be paid in cash or bank-guaranteed cheque upon conclusion of the sale.

4. The Plaintiff, the Defendant and the Sheriff gives no warranty as to the State of the property sold. The property is deemed to have been purchased voetstoots.

5. The full conditions of sale applicable can be inspected at the offices of the Plaintiff's attorney, or the Sheriff of Ladysmith.

6. The sale shall be subject to the approval by KwaZulu Finance and Investment Corporation Limited, within 21 days.

Dated at Ladysmith on this the 18th day of August 1995.

Maree & Pace, Attorney for Plaintiff, 72 Queen Street, Ladysmith, 3370. (Ref. Mr Swanepoel/CKF223.)

Case 16667/94

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

In the matter between **The Trustees of the Body Corporate of Kempton,** Execution Creditor, and **Gladness Bongekile Thabede,** Execution Debtor

In pursuance of a judgment in the Court of the Magistrate at Pietermaritzburg dated 10 August 1994, the following immovable property will be sold in execution on 22 September 1995 at 11:00, at the Sheriff's saleroom, 277 Berg Street, Pietermaritzburg, to the highest bidder:

1. Section 5, as shown and more fully described on Sectional Plan SS2/1979, in the scheme known as Kempton, in respect of the land and building or buildings situated at Pietermaritzburg of which section the floor area according to the sectional plan is 83 (eighty-three) square metres in extent; and

an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan.

2. Section 22, as shown and more fully described on Sectional Plan SS2/1979, in the scheme known as Kempton, in respect of the land and building or buildings situated at Pietermaritzburg, of which section the floor area according to the sectional plan is 16 (sixteen) square metres in exent; 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.

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 or secured by a bank or building society guarantee approved by the Execution Creditor's attorneys, to be furnished to the Sheriff of the Magistrate's Court, 277 Berg Street, Pietermaritzburg, within 14 (fourteen) days of the date of sale. The full conditions of sale can be inspected at the office of the Sheriff of the Magistrate's Court, 277 Berg Street, Pietermaritzburg, Natal.

Dated at Pietermaritzburg on the 11th day of August 1995.

P. J. M. Seymour, for Mason Weinberg, Execution Creditor's Attorney, Third Floor, Fedlife House, 251 Church Street, Pietermaritzburg.

Case 5322/95

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF INANDA HELD AT VERULAM

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Moses Pillay,** First Defendant, and **Margret Pillay,** Second Defendant

In pursuance of a judgment granted in the Magistrate's Court, Durban, on 20 July 1995, and a writ of execution duly issued the immovable property listed hereunder will be sold in execution on 29 September 1995 at 10:00, at the front entrance of the Magistrate's Court Building, Moss Street, Verulam:

Description of property: Lot 621, Westham, situated in the City of Durban, Administrative District of Natal, in extent 578 (five hundred and seventy-eight) square metres.

Postal address: 25 Caterham Avenue, Westham, Phoenix.

Improvements: Block under asbestos semi-detached dwelling consisting of three bedrooms, toilet, bathroom, kitchen and lounge, water and light facilities, although nothing in this regard is guaranteed.

Zoning: Residential area.

The full conditions of sale may be inspected at the offices of the Sheriff, Inanda Area 1, 2 Mountview Shopping Centre, corner of Inanda and Jacaranda Roads, Verulam.

Dated at Durban on this the 17th day of August 1995.

A. Christopher Inc., Plaintiff's Attorneys, Sixth Floor, Permanent Building, 343 Smith Street, Durban. (Ref. RDP/Mr Archary/sr/P7.)

Case 1011/95

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF LOWER UMFOLOZI HELD AT EMPANGENI

In the matter between **Small Business Development Corporation Ltd,** Plaintiff, and **Fabel House CC,** Defendant

In pursuance of a judgment granted on 5 June 1995, in the above Court, and a writ of execution issued thereafter, the immovable property listed hereunder shall be sold in execution, to the highest bidder on 21 September 1995 at 14:30, at the Complex being 8 Jacks corner, Meerensee, Richards Bay:

1. (a) *Deeds office description:* Lot 1, Richards Bay, situated in the Borough of Richards Bay, Administrative District of Natal, in extent 1 821 (one thousand eight hundred and twenty-one) square metres, and

Lot 2, Richards Bay, situated in the Borough of Richards Bay, Administrative District of Natal, in extent 1 821 (one thousand eight hundred and twenty-one) square metres.

(b) *Street address:* 8 Jacks corner, Meerensee, Richards Bay.

(c) *Improvements* (not warranted to be correct): Brick under tile commercial premises trading as Quay West Hotel consisting of:

Reception office, four offices, bar (pool), ladies bar (upstairs), two store-rooms, restaurant, 12 bedrooms with showers and toilets, kitchen, three toilets (upstairs), full bathroom, swimming-pool, property fenced on four sides, outside toilet, five servants' quarters with toilets and showers.

(d) *Zoning/Special privileges or exemptions:* General Residential I.

2. The conditions of sale may be inspected at the office of the Sheriff of the Magistrate's Court, Old Sugar Mill, Empangeni.

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

Dated at Empangeni this 21st day of August 1995.

Schreiber Smit, Plaintiff's Attorneys, Yellowood Lodge, Norman Tedder Lane, Empangeni. (Ref. Mr Rohrs/kr/09/S9002/95.)

Case 245/95

IN THE SUPREME COURT OF SOUTH AFRICA

(Natal Provincial Division)

In the matter between **ABSA Bank Limited,** Plaintiff, and **Thokozani Joseph Sokhela,** Defendant

In execution of a judgment granted by the Supreme Court of South Africa (Natal Provincial Division), on Friday, 17 March 1995, in the above-named suit, the following immovable property will be sold by public auction by the Sheriff of the Supreme Court of South Africa, for the District of Vryheid, in front of the Magistrate's Court, Church Street, Vryheid, on Wednesday, 20 September 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 the Sheriff's Office, at 153 Landdrost Street, Juris Forum Building, Vryheid, namely:

Subdivision 3 of Lot 515, Vryheid, situated in the Borough of Vryheid, Administrative District of Vryheid, in extent nine hundred and forty three (943) square metres, which property is physically situated at 77 Mason Street, Vryheid, and which property is held by the above-named Defendant under and by virtue of Deed of Transfer T19666/94.

Improvements: Without constituting a warranty of any nature, the property has been improved by the erection thereon of a single-storey dwelling house, brick under tile, consisting of a lounge, dining-room, kitchen, three bedrooms, bathroom, toilet, another bathroom and toilet. There is an outbuilding consisting of two garages and a carport.

Zoning: The property is zoned for special residential purposes and enjoys no special consents in respect of its zoning.

Terms: The purchase price will be payable subject to the conditions of sale, as follows:

(a) 10% (ten per cent) of the purchase price together with the Sheriff's commission on the sale to be paid immediately in cash on the date of sale.

(b) All current and arrear rates, taxes, electrical, sanitary, water and other fees or charges to be paid in cash within seven days of the date of sale together with costs of transfer and transfer duty.

(c) The balance of the purchase price together with interest at the rate of 16,25 per cent per annum compounded monthly in advance on the amount referred to in the conditions of sale from date of sale to date of transfer both days inclusive, to be secured by an acceptable guarantee to be furnished within fourteen (14) days after the date of sale.

Dated at Pietermaritzburg on August 1995.

J. A. Browne, for E. R. Browne Inc., Plaintiff's Attorneys, 10th Floor, United Building, 194 Longmarket Street, Pietermaritzburg.

Case 244/95

IN THE SUPREME COURT OF SOUTH AFRICA

(Natal Provincial Division)

In the matter between **ABSA Bank Limited,** Plaintiff, and **Victor Sipho Mtshali,** First Defendant, and **Precious Sindisiwe Mtshali,** Second Defendant

In execution of a judgment granted by the Supreme Court of South Africa (Natal Provincial Division), on Monday, 3 April 1995, in the above-named suit, the following immovable property will be sold by public auction by the Sheriff of the Supreme Court of South Africa, for the District of Vryheid, in front of the Magistrate's Court, Church Street, Vryheid, on Wednesday, 20 September 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 the Sheriff's Office, at 153 Landdrost Street, Juris Forum Building, Vryheid, namely:

Lot 1522, Vryheid (Extension 10), situated in the Borough of Vryheid, Administrative District of Vryheid, in extent three hundred and seventy-five (375) square metres, which property is physically situated at 9 Palm Road, Lakeside, Vryheid, and which property is held by the above-named Defendants under and by virtue of Deed of Transfer T19372/94.

Improvements: Without constituting a warranty of any nature, the property has been improved by the erection thereon of a single-storey dwelling house, brick under asbestos, consisting of a lounge, dining-room, family room, kitchen, bathroom, toilet and shower, bathroom and toilet and three bedrooms. There is an outbuilding consisting of a single garage, servants' quarters and toilet.

Zoning: The property is zoned for residential purposes and enjoys no special consents in respect of its zoning.

Terms: The purchase price will be payable subject to the conditions of sale, as follows:

(a) 10% (ten per cent) of the purchase price together with the Sheriff's commission on the sale to be paid immediately in cash on the date of sale.

(b) All current and arrear rates, taxes, electrical, sanitary, water and other fees or charges to be paid in cash within seven days of the date of sale together with costs of transfer and transfer duty.

(c) The balance of the purchase price together with interest at the rate of 16,25 per cent per annum compounded monthly in advance on the amount referred to in the conditions of sale from date of sale to date of transfer both days inclusive, to be secured by an accepted guarantee to be furnished within fourteen (14) days after the date of sale.

Dated at Pietermaritzburg on this 21st day of August 1995.

J. A. Browne, for E. R. Browne Inc., Plaintiff's Attorneys, 10th Floor, United Building, 194 Longmarket Street, Pietermaritzburg.

Case 1109/94

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

In the matter between **First National Bank,** Plaintiff, and **Mr N. G. Mbau,** Defendant

In pursuance of a judgment granted 17 February 1995, in the above Court and a writ of execution issued thereafter, the immovable property listed hereunder shall be sold in execution to the highest bidder on 20 September 1995 at 10:00:

1. *Certain:* Face brick dwelling with top of walls in plaster under corrugated roof consisting of lounge, kitchen, dining-room, reception and lounge, three bedrooms (linen room), separate shower, separate toilet, two bathrooms, en suite. *Outbuildings:* Double garage, servant's room and toilet, outside laundry, established garden, concrete driveway and footpaths, property surrounded by concrete fence.

2. *Street address:* 10 Clifford Wynne Road, Eshowe.

3. *Property description* (not warranted to be correct):

4. *Zoning/Special privileges or exemptions* (not warranted to be correct):

5. The conditions of sale may be inspected at the office of the Sheriff, at 70 Main Street, Eshowe.

6. 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 fourteen (14) days after the sale in a form approved of by the Plaintiff's attorneys.

7. The purchaser shall be liable for the payment of interest calculated from the date of sale to date of payment of the purchase price on the balance owing in respect of the purchase price at the prevailing statutory rate of interest, or at the prescribed rates of interest as provided in any Mortgage Bond/s registered against the said property.

8. Transfer shall be effected by the attorneys for the Plaintiff and the purchaser shall pay all transfer dues, including transfer duty, VAT, current rates and other necessary charges to effect transfer upon request by the said Attorneys. Payment of the auctioneer's fees of six per centum (6%) of the purchase price shall be due and payable on the say of the sale.

9. Possession and occupation of the property, shall, subject to the rights of existing tenants and subject to the purchaser having paid the deposit and the auctioneer's commission, together with costs of transfer including outstanding rates, pass to the purchaser upon the sale being effected and from which date, all benefits, risk and liability shall pass to the purchaser.

10. The sale is voetstoots without any warranty express or implied and is sold subject to the conditions of title.

Dated at Eshowe this 3rd day of August 1995.

Wynne & Wynne, Plaintiff's Attorneys, Law House, 73 Osborn Road, P.O. Box 1, Eshowe, 3815. (Ref. ARS/AM/4/B008/156.)

Case 736/94

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

In the matter between **Standard Bank,** Plaintiff, and **Mr. Nelson V. Masuku,** Defendant

In pursuance of a judgment granted on 22 May 1992 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 20 September 1995 at 10:00, at the Sheriff's Office, 70 Main Street, Eshowe:

1. (a) *Deeds office description:* Certain piece of land situated in Sundumbili Township, Sundumbili in the County of KwaZulu/Natal, in extent 483 (four hundred and eighty-three) square metres, held under Deed of Grant G926/86.

(b) *Street address:* Unit A632, Sundumbili Township, Sundumbili, in the Couty of KwaZulu/Natal.

(c) *Property description* (not warranted to be correct): Blocks under asbestos roof, consisting of three bedrooms, lounge, dining-room, bathroom and toilet combined.

(d) *Zoning/Special privileges or exemptions:* No special privileges or exemptions. Zoned Residential.

2. The conditions of sale may be inspected at the office of Clerk of the Court, Magistrate's Court, Eshowe, and at the office of the Sheriff of the Magistrate's Court.

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

Dated at Eshowe this 24th day of August 1995.

Wynne & Wynne, Plaintiff's Attorneys, Law House, 73 Osborn Road, P.O. Box 1, Eshowe, 3815. (Ref. ARS/AM/4/S208/96.)

Case 53803/94

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

In the matter between **Brick Craft,** Plaintiff, and **C. Harilal,** Defendant

In pursuance of a judgment granted on 21 September 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 26 September 1995 at 10:00, in front of the Magistrate's Court, Chatsworth:

Description: Subdivision 5673 (of 5579) of Lot 107, Chatsworth, situated in the City of Durban, Administrative District of Natal, in extent 684 (six hundred and eighty-four) square metres, held by the Defendant under Deed of Transfer T5493/93 dated 9 March 1993.

Postal address: 66 Damorosa Crescent, Moorton, Chatsworth.

Improvements: Face brick under tile roof dwelling comprising of entrance hall, lounge carpted, dining-room tiled, bedroom with en suite, toilet/washbasin/shower, tiled, and built in cupboards, kitchen tiled, two bedrooms carpeted, toilet, bath washbasin, tiled, bedroom tiled, toilet tiled, yard, fenced, driveway and tarred/paved.

Material conditions of sale:

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.

2. (a) The purchaser shall pay a deposit of 10% (ten per centum) pf the purchase price and the auctioneer's commission in cash immediately after the sale, and the balance against registration of transfer which balance is to be secured by a bank or building society guarantee to be furnished to the Sheriff of the Court within fourteen (14) days after the sale to be approved by the Plaintiff's attorney.

(b) The purchaser shall be liable for payment of interest to the Execution Creditor and to the bondholder/s in the plan of distribution from the date of sale to date of transfer.

3. Transfer shall be effected by the attorneys of the Plaintiff and the purchaser shall pay all the transfer dues, including transfer duty, current and any arrear rates, and other necessary charges to effect transfer upon request by the said attorneys.

The full conditions of sale may be inspected at the offices of the Sheriff of the Court, Chatsworth.

Dated at Durban on this 22nd day of August 1995.

Martin & Associates, Plaintiff's Attorneys, 98 Windermere Road, Durban. (Ref. Mrs J. Govender.)

Case 52803/94

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

In the matter between **Carol Anne Jackson,** Plaintiff, and **Peter Frederick Jackson,** Defendant

In pursuance of a judgment granted on 9 September 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 28 September 1995 at 14:00, in front of the Magistrate's Court, Somtseu Road, Durban:

Description: Lot 7181, Durban, Administrative District of Natal, in extent 688 (six hundred and eighty-eight) square metres, held under Deed of Transfer T6581/1988.

Postal address: 243 Brand Road, Glenwood.

Improvements: Improved by the erection of a dwelling-house with the usual outbuildings.

Material conditions of sale:

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.

2. (a) The purchaser shall pay a deposit of 10% (ten per centum) of the purchase price and the auctioneer's commission in cash immediately after the sale, and the balance against registration of transfer which balance is to be secured by a bank or building society guarantee to be furnished to the Sheriff of the Court within fourteen (14) days after the sale to be approved by the Plaintiff's attorney.

(b) The purchaser shall be liable for payment of interest to the Execution Creditor and to the bondholder/s in the plan of distribution from the date of sale to date of transfer.

3. Transfer shall be effected by the attorneys of the Plaintiff and the purchaser shall pay all the transfer dues, including transfer duty, current and any arrear rates, and other necessary charges to effect transfer upon request by the said attorneys.

The full conditions of sale may be inspected at the offices of the Sheriff of the Court, Somtseu Road, Durban.

Dated at Durban on this 16th day of August 1995.

Martin & Associates, Plaintiff's Attorneys, 98 Windermere Road, Durban.

Case 811/94

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

In the matter between **Victor Fransisco Gonsalves,** Execution Creditor, and **Guma Thamssanqa,** Execution Debtor

In pursuance of a judgment granted on 28 April 1995 in the Magistrate's Court, Mtunzini, and under a writ of execution issued thereafter, the immovable property listed under will be sold in execution on Tuesday, 19 September 1995 at 09:00, in front of the Magistrate's Court Building, Mtunzini, to the highest bidder, according to the conditions of sale which will be read out by the Sheriff of the Court, Mtunzini, at the time of the sale.

Description: Ownership Unit A40, in the Township of Vulindlela, District of Ongoye, measuring 390 (three hundred and ninety) square metres, represented and described on General Plan BA4/1965.

Improvements: Plastered walls under tiled roof, comprising three bedrooms, two bathrooms, two toilets, dining-room, lounge, kitchen and two garages.

Improvements done to the best ability of Deputy Sheriff. Nothing is guaranteed.

Physicial address: A40, Vulindlela.

Zoning: Residential.

Material conditions:

1. The sale shall be subject to the Magistrate's Court Act No. 32 of 1944, as amended, and the rules made thereunder.

2. The property shall be sold to the highest bidder at the sale.

3. The purchaser (other than the Execution Creditor) shall pay a deposit of ten per cent (10%) of the purchase price and the auctioneer's charges in cash or by bank-guaranteed cheque at the time of the sale.

4. The balance of the purchase price is payable against transfer of the property, to be secured by a bank or building society guarantee approved by the Execution Creditor's attorneys and to be furnished within fourteen (14) days after the date of sale.

5. The purchaser shall be liable for payment of interest at the rate of 18,5% (eighteen comma five per cent) per annum to the Execution Creditor, and to the bond holder in respect of Mortgage Bond B2823/88, at the rate of 17,5% (seventeen comma five per cent) per annum to the Execution Creditor from the date of sale to date of registration of transfer.

6. The transfer shall be effected by Laurie C. Smith Inc., and the purchaser shall pay all transfer costs, including arrear and current rates, sewerage connection fees (if any), taxes and other charges necessary to effect transfer on request by the said attorneys.

7. The full conditions of sale may be inspected at the offices of the Sheriff of the Court, Mtunzini and all interested parties are asked to contact the Execution Creditor who may be prepared to grant loan facilities to an approved purchaser.

Dated at Stanger on this 21st day of August 1995.

Laurie C. Smith Inc., Plaintiff's Attorneys, 22 Jackson Street, P.O. Box 46, Stanger. (Ref. Mr de Wet/rr/G.144/Colls.)

Saak 3540/95

IN DIE LANDDROSHOF VIR DIE DISTRIK UITENHAGE GEHOU TE UITENHAGE

In die saak tussen **Kleinsake-Ontwikkelingskorporasie Beperk,** Eiser, en **F. N. Mbambosi,** Verweerder

Ingevolge 'n vonnis van bogemelde Agbare Hof en 'n lasbrief vir eksekusie gedateer 15 Mei 1995, sal die ondergemelde eiendom in eksekusie verkoop word deur die Balju op Donderdag, 21 September 1995 om 11:00, voor die Landdroskantoor te Durbanstraat, Uitenhage, aan die hoogste bieder:

Erf 10, in the munisipaliteit Despatch en afdeling Uitenhage, groot 287 (tweehonderd sewe-en-tagtig) vierkante meter, gehou kragtens Transportakte TL2015/94, geleë te Swart residensiële gebied, administratiewe distrik Uitenhage.

Verbeterings: 'n Woonhuis met gebruiklike buitegeboue alhoewel geen waarborg in verband daarmee gegee word nie.

Terme van voorwaardes:

Die koopprys sal betaalbaar wees teen 10% (tien persent) daarvan tydens die verkoping plus Balju (afslaers) koste en vir die balans moet 'n aanneembare bank- of bouverenigingwaarborg aan die Balju voorsien word binne veertien (14) dae vanaf datum van die verkoping.

Voorwaardes van verkoping: Volle besonderhede van die verkoopvoorwaardes sal ter insae lê en kan nagegaan word by die kantoor van die Balju, Stockenstroomstraat 12, Uitenhage.

Gedateer te Uitenhage op die 21ste dag van Augustus 1995.

G. P. van Rhyn, Minnaar & Kie, Eerste Verdieping, Rhymingebou, Republiek Plein, Uitenhage. (Verw. FAS/jvh/KL0024.)

Case 2310/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between **ABSA Bank Limited,** Plaintiff, and **Mr Thavaraj Chetty,** Defendant

In execution of a judgment granted by the Supreme Court of South Africa (Durban and Coast Local Division) on 22 July 1994 in the above-named suit, the following immovable property will be sold by public auction by the Sheriff of the Supreme Court of Inanda Area 1 at the front entrance of the Magistrate's Court, Moss Street, Verulam, on Friday, 15 September 1995 at 10:00, on conditions which will be read out by the Sheriff before the sale, and which conditions are in the possession of the Sheriff and may be inspected at his office at 2 Mountview Shopping Centre, corner of Inanda and Jacaranda Road, Verulam, namely:

Subdivision 59 of A of 527, of Kensington of the farm Melk Houte Kraal 789, situated in the City of Durban, Administrative District of Natal, measuring 650 (six hundred and fifty) square metres, now known as Subdivision 386 (of 284) of the farm Melk Houte Kraal 789, situated in the City of Durban, Administrative District of Natal, measuring 650 (six hundred and fifty) square metres, which property is physically situated at 66 Dragger Place, Corovoca, and which property is held by the above-named Defendant under and by virtue of Deed of Transfer T249/87.

Improvements: Without constituting a warranty of any nature, the property has been improved by the erection thereon of brick under tile dwelling consisting of entrance porch, lounge, dining-room, three bedrooms, bathroom/toilet and kitchen.

Zoning: The property is zoned for special residential purposes and enjoys no special consents in respect of its zoning.

Terms: The purchase price will be payable subject to the conditions of sale, as follows:

(a) 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 17th day of August 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/016/031997/Mrs Chetty.)

Case 32/95

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

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Busisiwe Elizabeth Mndaweni,** Defendant

In pursuance of a judgment in the above matter and under a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 20 September 1995 at the main south entrance to the Magistrate's Court, Umlazi (near the national and KwaZulu flag post) at 10:00, to the highest bidder:

Description: Ownership Unit AA72, in the Township of Umlazi, District of Umlazi, in extent of 418 square metres, represented and described on General Plan PB339/1979, held under Deed of Grant 3729/206, signed at Pretoria on 25 May 1993.

Physical address: AA72 Umlazi.

Improvements: Single storey brick under tile dwelling comprising three bedrooms, kitchen, lounge, bathroom and dining-room (the nature, extent, condition and existence of the improvements are not guaranteed and are sold voetstoots).

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.

2. The purchaser shall pay 10% (ten per cent) of the purchase price in cash or by bank-guaranteed cheque at the time of the sale, the balance against transfer is to be secured by a bank or building society guarantee to be furnished within fourteen (14) days after the sale.

The full conditions may be inspected at the office of the Sheriff, Umlazi, or at the offices of Strauss Daly Inc.

Dated at Durban this 16th day of August 1995.

Strauss Daly Inc., Plaintiff's Attorney, 11th Floor, The Marine, 22 Gardiner Street, Durban. (Ref. Mrs D. Varty/Z25539.)

Case 7595/93

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

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Priscilla Thandeka Gumbi,** Defendant

In pursuance of a judgment in the above matter and under a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 21 September 1995 in front of the Magistrate's Court, Somtseu Road, Durban, at 14:00, to the highest bidder:

Description: Subdivision 380 (of 368), of Lot 513, Bellair, situated in the City of Durban, Administrative District of Natal, in extent of 1 473 square metres, held under Deed of Transfer T5484/93.

Physical address: 24 Gill Place, Bellair.

Improvements: Single storey brick under tile dwelling comprising three bedrooms, one and a half bathroom, kitchen, lounge, dining-room, garage, water and electricity facilities (the nature, extent, condition and existence of the improvements are not guaranteed and are sold voetstoots).

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.

2. The purchaser shall pay 10% (ten per cent) of the purchase price in cash or by bank-guaranteed cheque at the time of the sale, the balance against transfer is to be secured by a bank or building society guarantee to be furnished within fourteen (14) days after the sale.

The full conditions may be inspected at the office of the Sheriff, Durban Central, or at the offices of Strauss Daly Inc.

Dated at Durban this 17th day of August 1995.

Strauss Daly Inc., Plaintiff's Attorney, 11th Floor, The Marine, 22 Gardiner Street, Durban. (Ref. Mrs D. Varty/Z20654.)

ORANGE FREE STATE
ORANJE-VRYSTAAT

Saak 21318/94

IN DIE LANDDROSHOF VIR DIE DISTRIK BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

In die saak tussen **Bloemfontein Plaaslike Oorgangsraad,** Eiser, en **Pottas, S. I.** en **A. E.,** Verweerders

Ingevolge 'n uitspraak in die Hof van die Landdros van Bloemfontein, en 'n lasbrief vir geregtelike verkoping gedateer 10 Julie 1995 sal die volgende eiendom op Vrydag, 22 September 1995 om 10:00, by die Peetlaan ingang van die Landdroshof, Bloemfontein, aan die hoogste bieder geregtelik verkoop word:

Sekere Erf 17197, geleë in die stad en distrik Bloemfontein, groot 1 038 vierkante meter, gehou kragtens Akte van Transport 1953/1994, geregistreer op 11 Februarie 1994.

Perseeladres: Koedoeweg 137, Fauna, Bloemfontein.

Die volgende verbeterings is aangebring maar niks word gewaarborg nie: Woonhuis bestaande uit sitkamer, drie slaapkamers, eetkamer, kombuis en badkamer.

Buitegeboue: Motorhuis en stoep.

Die verkoopvoorwaardes lê ter insae by die kantoor van die Balju, Landdroshof, Bloemfontein-Oos, Barnesstraat 5, Bloemfontein, te kantoorure.

Geteken te Bloemfontein hierdie 15de dag van Augustus 1995.

J. H. Truter, p.a. Naudes, Prokureur vir Eiser, Derde Verdieping, Trustfonteingebou, Posbus 260, St Andrewstraat 151, Bloemfontein.

Saak 1906/95

IN DIE LANDDROSHOF VIR DIE DISTRIK ODENDAALSRUS GEHOU TE ODENDAALSRUS

In die saak tussen **ABSA Bank Beperk,** voorheen Allied Bouvereniging Beperk, Eksekusieskuldeiser, en **Vuysile Elias Phoswa,** Eerste Eksekusieskuldenaar, en **Malintsi Risina Phoswa,** Tweede Eksekusieskuldenaar

Ingevolge 'n vonnis en 'n lasbrief vir eksekusie gedateer 19 Julie 1995, en uitgereik in die Landdroshof te Odendaalsrus, sal die reg, titel en belang in en tot die volgende onroerende eiendom verkoop word voor die Landdroskantore, Odendaalsrus, op 15 September 1995 om 09:00:

Erf 1499, geleë in die dorpsgebied Kutlwanong, distrik Odendaalsrus, groot 311 (drie een een) vierkante meter, gehou kragtens Sertifikaat van Geregistreerde Toekenning van Huurpag TL4744/1988, geregistreer op 9 Desember 1988, en onderworpe aan sodanige voorwaardes as wat meer volledig sal blyk uit die genoemde sertifikaat van geregistreerde huurpag.

Verbeterings daarop: Woonhuis met sitkamer, kombuis, slaapkamers, badkamer en toilet (ten opsigte waarvan geen waarborg gegee word nie).

Voorwaardes van verkoping:

1. Die eiendom sal voetstoots en onderworpe aan die goedkeuring van die Eksekusieskuldeiser binne 7 (sewe) dae, verkoop word aan die hoogste bieder en verder onderworpe aan die bepalings van die Wet op Landdroshowe, No. 32 van 1944, soos gewysig, en die reëls daarkragtens uitgevaardig.

2. Die koopprys sal soos volg betaalbaar wees: 'n Deposito van 10% (tien persent) van die koopprys in kontant of bankgewaarborgde tjek onmiddellik na afhandeling van die veiling en die onbetaalde balans tesame met rente op die koopprys teen 17,25% (sewentien komma twee vyf persent) per jaar vanaf 1 Julie 1995 tot datum van registrasie van transport, sal binne 14 (veertien) dae betaal word of betaling gewaarborg word binne genoemde tydperk deur 'n goedgekeurde bankwaarborg.

3. Die volle verkoopvoorwaardes wat deur die afslaer uitgelees sal word onmiddellik voor die verkoping, kan gedurende kantoorure by die kantore van die Balju van die Landdroshof, Odendaalsrus, nagesien word en indien die inhoud van hierdie advertensie in enige opsig verskil van die terme en voorwaardes van die genoemde verkoopvoorwaardes, sal die verkoopvoorwaardes se terme en voorwaardes voorrang geniet en van toepassing wees op die verkoop van die eiendom.

Grunow Frost & Viljoen, Prokureur vir Eiser, Viljoengebou, Odendaalstraat 51, Odendaalsrus, 9480. [Tel. (057) 4-4055/6.]

Saak 10351/95

IN DIE LANDDROSHOF VIR DIE DISTRIK BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

In die saak tussen **Die Regspersoon van die Palm-Hof Skema,** Eiser, en **Mej. Linda Schoonwinkel,** Verweerder

Ingevolge 'n vonnis gedateer 24 Mei 1995, en 'n lasbrief vir eksekusie in die Landdroshof, Bloemfontein, sal die volgende eiendom per publieke veiling verkoop word op Vrydag, 22 September 1995 om 10:00, te die Peetlaan-ingang van die Landdroshof, Bloemfontein:

Sekere Eenheid 2, in die Deeltitel Palm Court SS36/1993, groot 95 m^2, gehou kragtens Transportakte ST94/1986, beter bekend as Palm Court 2, Cromwellweg, Navalsig, Bloemfontein.

Verbeterings: Twee slaapkamerwoonstel met balkon, sitkamer, eetkamer, kombuis, badkamer, toilet en motorhuis.

Voorwaardes van verkoping:

1. Die verkoping sal onderhewig wees aan die goedkeuring van die Eksekusieskuldeiser binne 14 dae na die verkoping en verder onderhewig aan die bepalings van die Wet op Landdroshowe, No. 32 van 1944, soos gewysig, en die reëls daarkragtens uitgevaardig.

2. Die koopprys sal as volg betaalbaar wees: 'n Deposito van 10% (tien persent) van die koopprys in kontant onmiddellik na afhandeling van die veiling: Die onbetaalde balans tesame met rente op die koopsom bereken teen 'n koers van 15,5% (vyftien komma vyf persent) per jaar vanaf datum van die verkoping tot datum van registrasie van transport, sal binne 14 dae betaal word of gewaarborg word deur 'n goedgekeurde bank- of bouverenigingwaarborg.

3. Die volledige 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 Bloemfontein hierdie 11de dag van Julie 1995.

M. W. Barnaschone, p.a. Rossouws, Prokureur van Eksekusieskuldeiser, Tweede Verdieping, SA Property House, Elizabethstraat 6, Posbus 7595, Bloemfontein, 9300. [Tel. (051) 30-5870.]

Saak 5312/95

IN DIE LANDDROSHOF VIR DIE DISTRIK BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

In die saak tussen **Die Regspersoon van die Hilton Park Skema,** Eiser, en **mnr. T. Potjie,** Verweerder

Ingevolge 'n vonnis gedateer 7 April 1995, en 'n lasbrief vir eksekusie in die Landdroshof van Bloemfontein, sal die volgende eiendom per publieke veiling verkoop word op Vrydag, 22 September 1995 om 10:00, te die Peetlaan-ingang van die Landdroshof, Bloemfontein:

Sekere Eenheid 3, Deeltitel Skema Hilton Park SS20/1984, geleë in die stad en distrik Bloemfontein, groot 106 m^2, gehou kragtens Transportakte ST2892/1994, Hilton Park 3, Extonweg 149, Bloemfontein.

Verbeterings: Meenthuis bestaande uit twee slaapkamers, badkamer, kombuis en woonvertrek.

Voorwaardes van verkoping:

1. Die verkoping sal onderhewig wees aan die goedkeuring van die Eksekusieskuldeiser binne 14 dae na die verkoping en verder onderhewig aan die bepalings van die Wet op Landdroshowe, No. 32 van 1944, soos gewysig, en die reëls daarkragtens uitgevaardig.

2. Die koopprys sal as volg betaalbaar wees: 'n Deposito van 10% (tien persent) van die koopprys in kontant onmiddellik na afhandeling van die veiling. Die onbetaalde balans tesame met rente op die koopsom bereken teen 'n koers van 15,5% (vyftien komma vyf persent) per jaar vanaf datum van die verkoping tot datum van registrasie van transport, sal binne 14 dae betaal word of gewaarborg word deur 'n goedgekeurde bank- of bouverenigingwaarborg.

3. Die volledige verkoopvoorwaardes wat deur die Balju of afslaer uitgelees sal word onmiddellik voor die verkoping, kan gedurende kantoorure by die kantoor van die Balju ingesien word.

Gedateer te Bloemfontein hierdie 20ste dag van Julie 1995.

M. W. Barnaschone, p.a. Rossouws, Prokureur van Eksekusieskuldeiser, Tweede Verdieping, SA Property House, Elizabethstraat 6, Posbus 7595, Bloemfontein, 9300. [Tel. (051) 30-5870.]

Saak 9131/95

IN DIE LANDDROSHOF VIR DIE DISTRIK BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

In die saak tussen **Die Regspersoon van die Aliwal Sentrum Skema,** Eiser, en **S. van der Merwe,** Verweerder

Ingevolge 'n vonnis gedateer 16 Mei 1995, en 'n lasbrief vir eksekusie in die Landdroshof van Bloemfontein, sal die volgende eiendom per publieke veiling verkoop word op Vrydag, 22 September 1995 om 10:00, te die Peetlaan-ingang van die Landdroshof, Bloemfontein:

Sekere Eenheid 35, Deeltitel Skema Aliwalsentrum SS42/1985, geleë in die stad en distrik Bloemfontein, groot 60 m^2, gehou kragtens Transportakte ST10340/1993, Aliwalsentrum 601, Voortrekkerstraat, Bloemfontein.

Verbeterings: Woonstel bestaande uit twee slaapkamers, badkamer, kombuis en woonvertrek.

Voorwaardes van verkoping:

1. Die verkoping sal onderhewig wees aan die goedkeuring van die Eksekusieskuldeiser binne 14 dae na die verkoping en verder onderhewig aan die bepalings van die Wet op Landdroshowe, No. 32 van 1944, soos gewysig, en die reëls daarkragtens uitgevaardig.

2. Die koopprys sal as volg betaalbaar wees: 'n Deposito van 10% (tien persent) van die koopprys in kontant onmiddellik na afhandeling van die veiling. Die onbetaalde balans tesame met rente op die koopsom teen 'n koers van 15,5% (vyftien komma vyf persent) per jaar vanaf datum van die verkoping tot datum van registrasie van transport, sal binne 14 dae betaal word of gewaarborg word deur 'n goedgekeurde bank- of bouverenigingwaarborg.

3. Die volledige verkoopvoorwaardes wat deur die Balju of afslaer uitgelees sal word onmiddellik voor die verkoping, kan gedurende kantoorure by die kantoor van die Balju ingesien word.

Gedateer te Bloemfontein hierdie 20ste dag van Julie 1995.

M. W. Barnaschone, p.a. Rossouws, Prokureur vir Eksekusieskuldeiser, Tweede Verdieping, SA Property House, Elizabethstraat 6, Posbus 7595, Bloemfontein, 9300. [Tel. (051) 30-5870.]

Saak 10547/95

IN DIE LANDDROSHOF VIR DIE DISTRIK BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

In die saak tussen **Die Regspersoon van die Jennifer Skema,** Eiser, en **mnr. J. J. Maritz,** Verweerder

Ingevolge 'n vonnis gedateer 25 Mei 1995, en 'n lasbrief vir eksekusie in die Landdroshof van Bloemfontein, sal die volgende eiendom per publieke veiling verkoop word op Vrydag, 22 September 1995 om 10:00, te die Peetlaan-ingang van die Landdroshof, Bloemfontein:

Sekere Eenheid 11, Deeltitel Skema Jennifer SS34/1984, geleë in die stad en distrik Bloemfontein, groot 66 m^2, gehou kragtens Transportakte ST11255/1993, Jennifer Hof 11, Cromwellweg, Bloemfontein.

Verbeterings: Woonstel bestaande uit twee slaapkamers, badkamer, kombuis en woonvertrek.

Voorwaardes van verkoping:

1. Die verkoping sal onderhewig wees aan die goedkeuring van die Eksekusieskuldeiser binne 14 dae na die verkoping en verder onderhewig aan die bepalings van die Wet op Landdroshowe, No. 32 van 1944, soos gewysig, en die reëls daarkragtens uitgevaardig.

2. Die koopprys sal as volg betaalbaar wees: 'n Deposito van 10% (tien persent) van die koopprys in kontant onmiddellik na afhandeling van die veiling. Die onbetaalde balans tesame met rente op die koopsom bereken teen 'n koers van 15,5% (vyftien komma vyf persent) per jaar vanaf datum van die verkoping tot datum van registrasie van transport, sal binne 14 dae betaal word of gewaarborg word deur 'n goedgekeurde bank- of bouverenigingwaarborg.

3. Die volledige verkoopvoorwaardes wat deur die Balju of afslaer uitgelees sal word onmiddellik voor die verkoping, kan gedurende kantoorure by die kantoor van die Balju ingesien word.

Gedateer te Bloemfontein hierdie 20ste dag van Julie 1995.

M. W. Barnaschone, p.a. Rossouws, Prokureur van Eksekusieskuldeiser, Tweede Verdieping, SA Property House, Elizabethstraat 6, Posbus 7595, Bloemfontein, 9300. [Tel. (051) 30-5870.]

Saak 11465/95

IN DIE LANDDROSHOF VIR DIE DISTRIK BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

In die saak tussen **NBS Bank Beperk,** Eiser, en **mnr. Willem Bock,** Eerste Verweerder, en **mev. Auretta Zelda Bock,** Tweede Verweerder

Ingevolge 'n vonnis gedateer 21 Junie 1995, en 'n lasbrief vir eksekusie in die Landdroshof van Bloemfontein, sal die volgende eiendom per publieke veiling verkoop word op Vrydag, 22 September 1995 om 10:00, te die Peetlaan-ingang van die Landdroshof, Bloemfontein:

Sekere Eenheid 3, in die Skema Las Vegas SS14/1995, geleë te Heidedal, Bloemfontein Plaaslike Oorgangsraad, groot 54 m², gehou kragtens Transportakte ST2931/1995, en beter bekend as Las Vegas Deel 3, Woonstel 4, Steenbrassingel, Bloemside, Bloemfontein.

Verbeterings: Twee slaapkamer meethuis met sit/eetkamer, kombuis en badkamer en toilet.

Voorwaardes van verkoping:

1. Die verkoping sal onderhewig wees aan die goedkeuring van die Eksekusieskuldeiser binne 14 dae na die verkoping en verder onderhewig aan die bepalings van die Wet op Landdroshowe, No. 32 van 1944, soos gewysig, en die reëls daarkragtens uitgevaardig.

2. Die koopprys sal as volg betaalbaar wees: 'n Deposito van 10% (tien persent) van die koopprys in kontant onmiddellik na afhandeling van die veiling: Die onbetaalde balans tesame met rente op die koopsom bereken teen 'n koers van 17,250% (sewentien komma twee vyf nul persent) per jaar vanaf datum van die verkoping tot datum van registrasie van transport, sal binne 14 dae betaal word of gewaarborg word deur 'n goedgekeurde bank- of bouverenigingwaarborg.

3. Die volledige verkoopvoorwaardes wat deur die Balju of afslaer uitgelees sal word onmiddellik voor die verkoping, kan gedurende kantoorure by die kantoor van die Balju ingesien word.

Gedateer te Bloemfontein hierdie 19de dag van Julie 1995.

J. H. Conradie, p.a. Rossouws, Prokureur van Eksekusieskuldeiser, Tweede Verdieping, SA Property House, Elizabethstraat 6, Posbus 7595, Bloemfontein, 9300. [Tel. (051) 30-5870.]

Saak 9782/95

IN DIE LANDDROSHOF VIR DIE DISTRIK BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

In die saak tussen **NBS Bank Beperk,** Eiser, en **mnr. Joseph Gordan Raath,** Eerste Verweerder, en **mev. Alletha Lorraine Raath,** Tweede Verweerder

Ingevolge 'n vonnis gedateer 11 Julie 1995, en 'n lasbrief vir eksekusie in die Landdroshof van Bloemfontein, sal die volgende eiendom per publieke veiling verkoop word op Vrydag, 22 September 1995 om 10:00, te die Peetlaan-ingang van die Landdroshof, Bloemfontein:

Sekere Erf 17774, geleë in die stad en distrik Bloemfontein-uitbreiding 121, groot 952 m², gehou kragtens Transportakte T12357/93, en beter bekend as Koedoeweg 285, Fauna, Bloemfontein.

Verbeterings: Drie slaapkamerwoonhuis met sitkamer, eetkamer, kombuis, badkamer, stort, twee toilette, twee motorhuise, twee motor afdakke en bediendekamer met 'n toilet.

Voorwaardes van verkoping:

1. Die verkoping sal onderhewig wees aan die goedkeuring van die Eksekusieskuldeiser binne 14 dae na die verkoping en verder onderhewig aan die bepalings van die Wet op Landdroshowe, No. 32 van 1944, soos gewysig, en die reëls daarkragtens uitgevaardig.

2. Die koopprys sal as volg betaalbaar wees: 'n Deposito van 10% (tien persent) van die koopprys in kontant onmiddellik na afhandeling van die veiling. Die onbetaalde balans tesame met rente op die koopsom bereken teen 'n koers van 19,250% (negentien komma twee vyf nul persent) per jaar vanaf datum van verkoping tot datum van registrasie van transport, sal binne 14 dae betaal word of gewaarborg word deur 'n goedgekeurde bank- of bouverenigingwaarborg.

3. Die volledige verkoopvoorwaardes wat deur die Balju of afslaer uitgelees sal word onmiddellik voor die verkoping, kan gedurende kantoorure by die kantoor van die Balju ingesien word.

Gedateer te Bloemfontein hierdie 21ste dag van Julie 1995.

J. H. Conradie, p.a. Rossouws, Prokureur vir Eksekusieskuldeiser, Vyfde Verdieping, L.T. Trustgebou, Elizabethstraat 7, Posbus 7595, Bloemfontein, 9300. [Tel. (051) 30-5870.]

Saak 6029/93

IN DIE LANDDROSHOF VIR DIE DISTRIK BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

In die saak tussen **ABSA Bank Beperk,** handeldrywende as Trustbank, Eiser, en **Phakamile Daniel Jama,** Verweerder

Kragtens 'n uitspraak van die bogemelde Agbare Hof op 10 Junie 1993 en 'n lasbrief tot eksekusie sal die volgende eiendom in eksekuie verkoop word op 22 September 1995 om 10:00, by die Peetlaan ingang tot die Landdroshof, Bloemfontein, deur Nico Smith Afslaers aan die persoon wat die hoogste aanbod maak, naamlik:

1. Sekere Erf 11923, Mangaung, distrik Bloemfontein, en gehou kragtens Sertifikaat van Geregistreerde Reg van Huurpag TL6252/92.

2. Sekere Erf 11784, Mangaung, distrik Bloemfontein, en gehou kragtens Sertifikaat van Geregistreerde Reg van Huurpag TL1438/92.

Die volgende besonderhede ten aansien van die eiendomme word verskaf maar nie gewaarborg nie:

1. Erf 11923, Mangaung, is 'n groot leë hoekerf van goeie formasie en geskik vir residensiële doeleindes.

2. Erf 11784, Mangaung, is 'n groot leë erf geleë in 'n cul-de-sac en is naby 'n aantal groot hoëklas woonhuise geleë.

Voorwaardes: Die verkoping sal onderworpe wees aan die bepalings van die Wet op Landdroshowe en die reëls daarvolgens neergelê. Tien (10) persent van die koopprys moet in kontant op die dag van die verkoping betaal word en 'n bank of bougenootskapwaarborg vir die balans moet binne 14 dae na die verkoopdatum verskaf word.

Die verdere en volledige verkoopvoorwaardes sal onmiddellik voor die verkoping uitgelees word en lê ter insae by die Balju, Barnesstraat 5, Westdene, Bloemfontein.

Geteken te Bloemfontein hierdie 27ste dag van Julie 1995.

P. H. T. Colditz, p.a. Schoeman Maree Ing., Prokureur vir Eiser, Sesde Verdieping, Presidentgebou, St Andrewstraat, Bloemfontein, 9301.

Case 7618/95

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **Nedcor Bank Limited,** Plaintiff, and **George Matthew Sargent,** First Defendant, and **Maria Christina Sargent,** Second Defendant

A sale in execution of the undermentioned property is to be held without reserve at the Magistrate's Court Offices, Philip Street, Parys, on Wednesday, 28 September 1995 at 10:00:

Full conditions of sale can be inspected at the Sheriff, Parys, N V Building, Mare Street, Parys, and will be read out prior to the sale.

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

Property: Subdivision 25 (of A) of Erf 790, situated in the Town and District of Parys, known as 83A Delver Street, Parys.

Improvements: Single storey, three bedrooms, bathroom, kitchen, lounge, dining-room and carport.

Hack Stupel & Ross, Attorneys for the Plaintiff, P.O. Box 2000, Pretoria. [Tel. (012) 325-4185.] (Ref. B. du Plooy/LVDM/GT2399.)

Saak 13643/95

IN DIE LANDDROSHOF VIR DIE DISTRIK BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

In die saak tussen **Saambou Bank Limited,** Eiser, en **G. Bothma** en **C. S. S. Bothma,** Verweerders

Ter uitvoering van 'n vonnis van die bogemelde Agbare Hof in die bogemelde saak sal 'n verkoping, sonder reserwe, gehou word voor die Landdroshof, Peetlaan-ingang, Bloemfontein, op Vrydag, 15 September 1995 om 10:00, van die ondervermelde residensiële eiendom van die Verweerders op voorwaardes wat ten tye van die verkoping voorgelees sal word, welke voorwaardes by die kantore van die ondergemelde Balju voor die verkoping ter insae sal lê, die eiendom synde:

Sekere Restant van Erf 7088, Uitbreiding 39, geleë in die stad en distrik Bloemfontein, ook bekend as Lutherstraat 5, Wilgehof, Bloemfontein, groot 856 (agthonderd ses-en-vyftig) vierkante meter, onderworpe aan sekere serwitute en voorwaardes, en gehou kragtens Transportakte T14689/1993.

Die verbeterings op die eiendom, ten aansien waarvan niks gewaarborg word nie, bestaan uit: 'n Woonhuis met 'n sitkamer, twee slaapkamers, badkamer/toilet, kombuis en buitegeboue met 'n bediendekamer en toilet, stoorkamer en enkelmotorafdak.

Terme: Die koper sal 10% (tien persent) van die koopsom onmiddellik na die veiling in kontant betaal aan die Balju terwyl die balans verseker moet word deur 'n bank- of bouverenigingwaarborg binne veertien (14) dae na afloop van die veiling.

Datum: 16 Augustus 1995.

S. J. le Roux, vir Claude Reid, Prokureur vir Eiser, Sesde Verdieping, Unitedgebou, Maitlandstraat, Posbus 277, Bloemfontein. [Tel. (051) 47-9881.] (Verw. CLR/SMC/W92277.)

Case 3236/95

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

In the matter between **ABSA Bank Limited** (Allied), Plaintiff, and **Matene Aaron Nqai,** First Defendant, and **Mantoa Anna Nqai,** Second Defendant

In pursuance of a judgment in he Court of the Welkom, Magistrate's Court, granted on 26 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 22 September 1995 at 11:00, at the Magistrate's Court, Tulbach Street, Welkom, namely certain:

Certain Erf 11564, Thabong, District of Welkom, measuring 355 (three hundred and fifty-five) square metres held by the Defendants by virtue of Deed of Transfer TL9741/1993, known as 11564 Thabong, District of Welkom.

Improvements (none of which are guaranteed): Residential property with lounge, dining-room, kitchen, three bedrooms and bathroom with toilet.

Terms:

1. The purchase price is payable as follows:

1.1 10% (ten per cent) thereof on the day of the sale; and

1.2 the balance together with interest shall be paid or secured by a bank or building society guarantee within 14 days after the date of the date of the sale.

2. The sale shall in all respects be governed by the applicable provisions of the Magistrates' Courts Act of 1944, as amended, and the rules promulgated thereunder.

3. The property shall be sold voetstoots to the highest bidder.

4. The purchaser shall be liable for and shall pay to the Plaintiff's 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 cost of transfer and all such rates and taxes and other amounts including Value-Added Tax as are payable to obtain a certificate in terms of any relevant section of the Local Government Ordinance (Orange Free State).

The full conditions of sale may be inspected prior to the sale at the offices of the Sheriff for the District of Welkom, 100 Constantia Street, Welkom. The said conditions of sale will be read out by the Sheriff immediately prior to the sale.

Dated at Welkom on this 21st day of August 1995.

M. C. Louw, for Daly & Neumann Inc., Attorney for Plaintiff, Dalman House, Graaf Street, Welkom, 9459. (Ref. Mr M. C. Louw/LVR/AL803.)

Case 10191/94

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

In the matter between **ABSA Bank Limited,** Plaintiff, and **Elsebie Render,** Defendant

In pursuance of a judgment in the Court of Welkom, Magistrate's Court, granted on 28 October 1994 and a warrant of execution, the following property will be sold in execution, without reserve subject to the provisions of section 66 (2) of the Magistrates' Courts Act, 1944, as amended, to the highest bidder on 22 September 1995 at 11:00, at the Tulbach Street entrance to the Magistrate's Court, Welkom, namely certain:

Certain Section 1 (one), as more fully appears on Sectional Plan No. 33/1989, in the building or buildings known as West Lake, measuring 133 square metres in extent, together with an undivided share in the common property and the grounds and building or buildings as more fully shown and described on the Sectional Plan No. 33/1989 in the building known as West Lake, which undivided portion in the communal property and grounds and building or buildings has been allocated according to the participation quota of the said section as specified in a schedule to the said sectional plan, held by the Defendant by virtue of Certificate of Registered Sectional Title No. 33/1989(1), known as Section 1, West Lake, Erf 2675, 99 Long Road, Bedelia, Welkom.

Improvements (none of which are guaranteed): Residential property with lounge, dining-room, kitchen, three bedrooms, two bathrooms, toilet and garage.

Terms:

1. The purchase price is payable as follows:

1.1 10% (ten per cent) thereof on the day of the sale; and

1.2 the balance together with interest shall be paid or secured by a bank or building society guarantee within 14 days after the date of the date of the sale.

2. The sale shall in all respects be governed by the applicable provisions of the Magistrates' Courts Act of 1944, as amended, and the rules promulgated thereunder.

3. The property shall be sold voetstoots to the highest bidder.

4. The purchaser shall be liable for and shall pay to the Plaintiff's 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 cost of transfer and all such rates and taxes and other amounts including Value-Added Tax as are payable to obtain a certificate in terms of any relevant section of the Local Government Ordinance (Orange Free State).

The full conditions of sale may be inspected prior to the sale at the offices of the Sheriff for the District of Welkom, 100 Constantia Street, Welkom. The said conditions of sale will be read out by the Sheriff immediately prior to the sale.

Dated at Welkom on this 18th day of August 1995.

M. C. Louw, for Daly & Neumann Inc., Attorney for Plaintiff, Dalman House, Graaf Street, Welkom, 9459. (Ref. Mr M. C. Louw/LVR/UN179.)

Case 11779/93

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

In the matter between **ABSA Bank Limited** (Allied), Plaintiff, and **Ntho Andrew Moji,** First Defendant, and **Maria Nkone Moji,** Second Defendant

In pursuance of a judgment in the Court of the Welkom, Magistrate's Court, granted on 19 Oktober 1993 and a warrant of execution, the following property will be sold in execution, without reserve subject to the provisions of section 66 (2) of the Magistrates' Courts Act, 1944, as amended, to the highest bidder, on 22 September 1995 at 11:00, at the Magistrate's Court, Tulbach Street, Welkom, namely certain:

Certain Erf 11806, Thabong, District of Welkom, measuring 356 (three hundred and fifty-six) square metres, held by the Defendants by virtue of Certificate of Registered Right of Leasehold TL3225/1987, known as 11806 Thabong, District of Welkom.

Improvements (none of which are guaranteed): Residential property with lounge, dining-room, kitchen, three bedrooms, two bathrooms, toilet and single garage.

Terms:

1. The purchase price is payable as follows:

1.1 10% (ten per cent) thereof on the day of the sale; and

1.2 the balance together with interest shall be paid or secured by a bank or building society guarantee within 14 days after the date of the date of the sale.

2. The sale shall in all respects be governed by the applicable provisions of the Magistrates' Courts Act of 1944, as amended, and the rules promulgated thereunder.

3. The property shall be sold voetstoots to the highest bidder.

4. The purchaser shall be liable for and shall pay to the Plaintiff's 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 cost of transfer and all such rates and taxes and other amounts including Value-Added Tax as are payable to obtain a certificate in terms of any relevant section of the Local Government Ordinance (Orange Free State).

The full conditions of sale may be inspected prior to the sale at the offices of the Sheriff for the District of Welkom, 100 Constantia Street, Welkom. The said conditions of sale will be read out by the Sheriff immediately prior to the sale.

Dated at Welkom on this 18th day of August 1995.

M. C. Louw, for Daly & Neumann Inc., Attorney for Plaintiff, Dalman House, Graaf Street, Welkom, 9459. (Ref. Mr M. C. Louw/LVR/AL642.)

Case 10920/95

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

In the matter between **ABSA Bank Limited** (Allied), Plaintiff, and **Thekiso Epia Maloka,** First Defendant and **Sinah Malesaba Maloka,** Second Defendant

In pursuance of a judgment in the Court of the Welkom Magistrate's Court, granted on 2 August 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 22 September 1995 at 11:00, at the Magistrate's Court, Tulbach Street, Welkom, namely:

Certain Erf 1729, situated in the City of Welkom, District of Welkom, measuring 937 (nine hundred and thirty-seven) square metres, held by the Defendants by virtue of Deed of Transfer T9189/1992, known as 59 Zomba Street, Doorn, Welkom.

Improvements: Residential property with lounge, dining-room, kitchen, three bedrooms, bathroom, toilet, garage, domestic servant's room 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 22nd day of August 1995.

M. C. Louw, for Daly & Neumann Inc., Attorneys for Plaintiff, Dalman House, Graaf Street, Welkom, 9460. (Ref. M. C. Louw/LVR/AL845.)

Case 10106/95

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

In the matter between **ABSA Bank Limited,** Plaintiff, and **Cornelius Lubbe,** First Defendant and **Mariana Petronella Lubbe,** Second Defendant

In pursuance of a judgment in the Court of the Welkom Magistrate's Court, granted on 26 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 22 September 1995 at 11:00, at the Tulbach Street Entrance, to the Magistrate's Court, Welkom, namely:

Certain Erf 6790, situated in the City of Welkom, District of Welkom, measuring 1 636 (one thousand six hundred and thirty-six) square metres, held by the Defendants by virtue of Deed of Transfer T3957/1990, known as 33 Volks Road, Welkom.

Improvements: Residential property with entrance hall, lounge, dining-room, family room, kitchen, laundry, three bedrooms, bathroom with toilet, bathroom, toilet, single garage, domestic servants' quarters, toilet and fibreglass swimming-pool (none of which are guaranteed).

Terms:

1. The purchase price is payable as follows:

1.1 10% (ten per cent) thereof on the day of the sale; and

1.2 the balance together with interest shall be paid or secured by a bank or building society guarantee within 14 (fourteen) 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 22nd day of August 1995.

M. C. Louw, for Daly & Neumann Inc., Attorneys for Plaintiff, Dalman House, Graaf Street, Welkom, 9459. (Ref. M. C. Louw/LVR/UN190.)

Saak 9348/95

IN DIE LANDDROSHOF VIR DIE DISTRIK WELKOM GEHOU TE WELKOM

In die saak tussen **Fidelity Bank Beperk,** Vonnisskuldeiser, en **Milton Khumbuleni Zono,** Eerste Vonnisskuldenaar, en **Patricia Nopindile Zono,** Tweede Vonnisskuldenaar

Ingevolge 'n vonnis gelewer op 12 Julie 1995, in die Welkom Landdroshof, en 'n lasbrief van eksekusie daarna uitgereik, word die eiendom hieronder beskryf in eksekusie verkoop op 15 September 1995 om 11:00, voor die hoofingang van die Landdroshof, Tulbach Ingang tot die Landdroskantore, Heerenstraat, Welkom, 9460, deur C P C Afslaers, aan die persoon wat die hoogste aanbod maak, naamlik:

Beskrywing: Erf 23752, Thabong, Welkom en beter bekend as 23752 Orange Grove, Thabong, Conera, Welkom, 9460, groot tweehonderd sewe-en-twintig (227) vierkante meter, gehou kragtens Sertifikaat van Geregistreerde Reg van Huurpag TL5271/1990.

Die volgende inligting word aangegee, maar is nie gewaarborg nie: Die eiendom bestaan uit woonhuis met 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 Constantiaweg, Welkom, 9460.

Gedateer te Welkom op hede die 15de dag van Augustus 1995.

T. Wolmarans, vir Symington & De Kok, Sonleyri Chambers, Heerenstraat 24, Welkom, 9460; Posbus 2175. [Tel. (057) 353-3051.] (Verw. T. Wolmarans/RO/AF0098.)

Saak 9502/95

IN DIE LANDDROSHOF VIR DIE DISTRIK WELKOM GEHOU TE WELKOM

In die saak tussen **Fidelity Bank,** Vonnisskuldeiser, en **Albert Phuzukuvela Ndzimande,** Vonnisskuldenaar

Ingevolge 'n vonnis gelewer op 10 Julie 1995, in die Welkom Landdroshof en 'n lasbrief van eksekusie daarna uitgereik, word die eiendom hieronder beskryf in eksekusie verkoop op 15 September 1995 om 11:00, voor die Tulbach Ingang van die Landdroskantoor, Heerenstraat, Welkom, 9460, deur C P C Afslaers, aan die persoon wat die hoogste aanbod maak, naamlik:

Beskrywing: Erf 340, Rheederspark, Welkom, 9460, groot agt honderd drie-en-dertig (833) vierkante meter, beter bekend as Cloetestraat 12, Rheederspark, Welkom, gehou kragtens Transportakte T9114/94.

Die volgende inligting word aangegee, maar is nie gewaarborg nie: Die eiendom bestaan uit woonhuis met 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 Constantiaweg, Welkom, 9460.

Gedateer te Welkom op hede die 15de dag van Augustus 1995.

T. Wolmarans, vir Symington & De Kok, Sonleyri Chambers, Heerenstraat 24, Welkom, 9460; Posbus 2175. [Tel. (057) 353-3051.] (Verw. T. Wolmarans/RO/AF0100.)

Saak 1237/92

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Oranje-Vrystaatse Provinsiale Afdeling)

In die saak tussen **United Bank,** Eiser, en **L. Aucamp,** Eerste Verweerder, en **H. G. S. Aucamp,** Tweede Verweerder

Ter uitvoering van 'n vonnis van die bogemelde Agbare Hof in die bogenoemde saak sal 'n verkoping, sonder reserwe, gehou word voor die Landdroshof, Tulbach-ingang, Heerenstraat, Welkom, op Vrydag, 15 September 1995 om 11:00, van die ondervermelde residensiële eiendom van die Verweerders op voorwaardes wat ten tye van die verkoping voorgelees sal word, welke voorwaardes by die kantore van die ondergemelde Balju voor die verkoping ter insae sal lê, die eiendom synde:

Sekere Erf 113, geleë in die dorpsgebied Riebeeckstad, distrik Welkom, ook bekend as Robertstraat 6, Riebeeckstad, Welkom, groot 1 623 (eenduisend seshonderd drie-en-twintig) vierkante meter, onderworpe aan sekere serwitute en voorwaardes, en gehou kragtens Transportakte T4800/1988 geregistreer op 13 Mei 1988.

Die verbeterings op die eiendom, ten aansien waarvan niks gewaarborg word nie, bestaan uit 'n woonhuis met 'n ingangsportaal, sitkamer, eetkamer, familiekamer, drie slaapkamers, kombuis, badkamer/toilet, badkamer met aparte toilet en buitegeboue met 'n bediendekamer, toilet en motorafdak.

Terme: Die koper sal 10% (tien persent) van die koopsom onmiddellik na die veiling in kontant betaal aan die Balju terwyl die balans verseker moet word deur 'n bank- of bouverenigingwaarborg binne veertien (14) dae na afloop van die veiling.

I. Sansom, vir Claude Reid, Prokureur vir Eiser, Unitedgebou, Sesde Verdieping, Maitlandstraat, Bloemfontein. [Tel. (051) 47-9881.] (Verw. IS/SMC/W21115.)

Saak 5408/95

IN DIE LANDDROSHOF VIR DIE DISTRIK BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

In die saak tussen **Bloemfontein Plaaslike Oorgangsraad,** Eiser, en **Gouws W. D.,** en **C. M.,** Verweerders

Ingevolge 'n uitspraak in die Hof van die Landdros, Bloemfontein, en 'n lasbrief vir geregtelike verkoping gedateer 27 Julie 1995, sal die volgende eiendom op Vrydag, 22 September 1995 om 10:00, by die Peetlaan-ingang van die Landdroshof, Bloemfontein, aan die hoogste bieder geregtelik verkoop word:

Sekere Erf 10664, geleë in die stad en distrik Bloemfontein, groot 1 145 vierkante meter, gehou kragtens Akte van Transport 2562/1982 geregistreer op 19 Maart 1982 (perseeladres Chris van Niekerklaan 76, Generaal de Wet, Bloemfontein).

Die volgende verbeterings is aangebring maar niks word gewaarborg nie: Woonhuis bestaande uit sitkamer, kombuis, werkskamer, drie slaapkamers, woonkamer en badkamer. *Buitegeboue:* Twee motorhuise, twee store en bediendekamer.

Die verkoopvoorwaardes lê ter insae by die kantoor van die Balju, Landdroshof, Bloemfontein-Oos, te Barnesstraat 5, Bloemfontein te kantoorure.

Geteken te Bloemfontein hierdie 16de dag van Augustus 1995.

J. H. Truter, p.a. Naudes, Prokureur vir Eiser, Derde Verdieping, Trustfonteingebou, Posbus 260, St Andrewstraat 151, Bloemfontein.

Case 594/91

IN THE SUPREME COURT OF SOUTH AFRICA

(Orange Free State Provincial)

In the matter between **The Standard Bank of South Africa Limited,** Plaintiff, and **Mamusetsi Jemina Leteane,** Identity Number 5607190336088, 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 with/without reserve price is to take place at the Magistrate's Court, Weber Street, Odendaalsrus, Free State Province, on Friday, 15 September 1995 at 10:00, of the undermentioned property of the Defendant on the conditions to be read out by the auctioneer at the time of the sale and which conditions may be inspected at the office of the Sheriff, 100 Church Street, Odendaalsrus, Free State Province, prior to the sale:

Site 1735, situated in the Township of Kutlwanong, District of Odendaalsrus, measuring 449 (four hundred and forty-nine) square metres, as indicated on General Plan L18/1989, held by Certificate of Registered Right of Grant of Leasehold TL377/90, subject to certain conditions as are more fully set out in the above-mentioned Certificate of Registered Right of Grant of Leasehold, consisting of lounge, three bedrooms with built-in cupboards, bathroom, dining-room/bar, kitchen with built-in cupboards and single garage.

Terms: Ten per cent (10%) of the purchase price and auctioneer's charges being 5% (five per cent) of the first R20 000 or part thereof, 3% (three per cent) on the balance with a maximum of R6 000 in cash on the day of the sale, the balance against transfer to be secured by a bank or building society or other acceptable guarantee furnished within 21 (twenty-one) days from the date of the sale.

D. A. Honiball, c/o Israel & Sackstein, Attorney for Plaintiff, Attorney for Plaintiff, 26/28 Aliwal Street, Bloemfontein. (NS7274.)

Saak 804/93

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Oranje-Vrystaatse Provinsiale)

In die saak tussen **Sentraalwes (Koöp.) Bpk.**, Eiser, en **Johannes Matthys Earle**, Verweerder

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 voor die Landdroskantoor, Le Rouxstraat, Theunissen, op Vrydag, 22 September 1995 om 11:00, naamlik:

Onderverdeling 2 (van 1) bekend as Perseel LV1 van die plaas Wonderfontein 160, geleë in die administratiewe distrik Theunissen, groot 63,0450 hektaar, gehou kragtens Transportakte T13194/88.

Die volgende inligting word verstrek, maar in hierdie opsig word niks gewaarborg nie. Verbeterings bestaan uit: Onbeboude perseel, ingelyf by die Sand-Vet-staatswaterskema.

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 Van Heerenstraat 45, Theunissen, gedurende kantoorure.

D. J. Nortier, vir Naudes, Prokureur vir Eiser, Trustfonteingebou, St Andrewstraat 151, Bloemfontein.

Saak 1380/93

IN DIE LANDDROSHOF VIR DIE DISTRIK PARYS GEHOU TE PARYS

In die saak tussen **H. J. A. Haywood,** Eiser, en, **P. A. L. van der Colff,** Verweerder

Geliewe kennis te neem dat ingevolge uitspraak van bogenoemde Agbare Hof gedateer 21 Julie 1995 en daaropvolgende lasbrief vir eksekusie die hiernagemelde eiendom om 10:00 op 27 September 1995 te die Landdroskantore, Phillipstraat, Parys, geregtelik verkoop sal word, naamlik:

Onderverdeling 25 (van 4) van Erf 810, dorp en distrik Parys, ook bekend as Bredellstraat 29, Parys.

En neem verder kennis dat die verkoopvoorwaardes by die kantore van die Balju, NV-gebou, Marestraat, ter insae lê en behels onder ander die volgende:

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

Gedateer te Parys op hierdie 10de dag van Augustus 1995.

De Villiers & Joynt, Dolfstraat 63, Parys, Posbus 43, Parys. [Tel. (0568) 2181.] (Verw. bl/HAY031.)

Saak 10297/95

IN DIE LANDDROSHOF VIR DIE DISTRIK WELKOM GEHOU TE WELKOM

In die saak tussen **Eerste Nasionale Bank van SA Beperk,** Eksekusieskuldeiser, en **H. C. I. Pretorius,** Identiteitsnommer 5702115016087, Eksekusieskuldenaar

Ingevolge 'n vonnis en 'n lasbrief vir eksekusie gedateer 18 Julie 1995 in die Landdroshof te Welkom sal die volgende eiendom verkoop word op Vrydag, 29 September 1995 om 11:00 te die Tulbach-ingang, Landdroskantore, Heerenstraat, Welkom:

Sekere: Erf 2633 (Arielstraat 89, Bedelia, Welkom), groot 833 (agthonderd drie-en-dertig) vierkante meter, geleë te die stad Welkom (Bedelia), distrik Welkom, gehou kragtens Akte van Transport T9079/93 geregistreer op 11/06/1993 en onderhewig aan sekere serwitute.

Verbeterings: Woonhuis met gewone buitegeboue bestaande uit drie slaapkamers, gesinskamer, familiekamer, studeerkamer, badkamer en kombuis.

Buitegeboue: Enkelmotorhuis, bediendekamer en stoorkamer.

Voorwaardes van verkoping:

1. Die eiendom sal voetstoots en onderworpe aan die goedkeuring van die Eksekusieskuldeiser binne 7 (sewe) verkoop word aan die hoogste bieër, en verder onderhewig aan die bepalings van die Wet op Landdroshowe, No. 32 van 1944, soos gewysig, en die reëls daarkragtens uitgevaardig.

2. Die koopprys sal as volg betaalbaar wees: 'n Deposito van 10% (tien persent) van die koopprys in kontant onmiddellik na afhandeling van die veiling en die onbetaalde balans tesame met rente op die koopsom bereken teen 'n koers van 17% (sewentien persent) per jaar vanaf 29/09/1995 tot datum van registrasie van transport sal binne 14 (veertien) dae betaal word of gewaarborg word deur 'n goedgekeurde bank- of bougenooskapwaarborg.

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 16de dag van Augustus 1995.

M. J. Rossouw, vir Rossouw & Vennote, Prokureurs vir Eiser, Grondvlak, Anmercosa House, Staatsweg 317, Posbus 455, Welkom, 9460.

Saak 11186/95

IN DIE LANDDROSHOF VIR DIE DISTRIK BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

In die saak tussen **NBS Bank Beperk** (Reg. No. 87/01384/06), Eiser, en **Frank Griesel,** Eerste Verweerder, en **Johanna Petronella Margritha Griesel,** Tweede Verweerder

Uit kragte van 'n vonnis van die Landdroshof vir die distrik Bloemfontein en kragtens 'n lasbrief gedateer 2 Junie 1995, sal die volgende eiendom van die Verweerders per publieke veiling vir kontant op Vrydag, 22 September 1995 om 10:00, te Peetlaan-ingang tot die Landdroskantoor, Bloemfontein, aan die hoogste bieër verkoop word, naamlik:

Sekere Erf 12101 (uitbreiding 70) geleë in die stad en distrik Bloemfontein, groot sewehonderd-en-dertig (730) vierkante meter, gehou kragtens Akte van Transport T9060/84.

Die eiendom bestaan onder andere uit die volgende: Drie slaapkamers, badkamer, toilet, sitkamer eetkamer, kombuis, drie motorhuise, bediendekamer 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 aanspreeklik wees vir betaling van rente aan die 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 Vonniskuldeiser.

(d) Die Eksekusieskuldeiser en/of Eksekusieskuldeiser se prokureurs en/of Balju, Bloemfontein, waarborg geensins enige van die inligting hierin vermeld.

Die verkoopvoorwaardes is ter insae by die kantore van die Balju, Bloemfontein-Oos en/of p.a. die Eksekusieskuldeiser se Prokureurs, mnre. Symington & De Kok, Tweede, Derde en Vierde Verdiepings, NBS-gebou, Elizabethstraat, Bloemfontein.

Geteken te Bloemfontein op hierdie 21ste dag van Augustus 1995.

P. A. C. Jacobs, vir Symington & De Kok, Prokureur vir Eiser, NBS-gebou, Derde Verdieping, Elizabethstraat, Bloemfontein.

Saak 1706/95

IN DIE LANDDROSHOF VIR DIE DISTRIK BETHLEHEM GEHOU TE BETHLEHEM

In die saak tussen **ABSA Bank,** handeldrywende as Allied Bank, Vonniskuldeiser, en **H. J. du Plessis,** Vonnisskuldenaar

Ingevolge 'n vonnis gelewer op die 4 Julie 1995, in die Bethlehem-landdroshof, en 'n lasbrief vir eksekusie daarna uitgereik, word die eiendom hieronder beskryf in eksekusie verkoop op 29 September 1995 om 11:00, te Hoogstraat 35A, Bethlehem, aan die persoon wat die hoogste aanbod maak, naamlik:

Beskrywing: Erf 1243, geleë in die dorp en distrik Bethlehem, groot 1 440 (eenduisend vierhonderd-en-veertig) vierkante meter, gehou kragtens Transportakte T14033.

Die voornoemde geregtelike verkoping sal onderhewig wees aan die voorwaardes van verkoping wat geïnspekteer kan word by die kantore van die Balju van die Landdroshof te Hoogstraat 35A, Bethlehem.

Gedateer te Bethlehem op hede die 15de dag van Augustus 1995.

Pieter Hendrik de Clerk, vir Harrington De Clerk Schönken Ing., Lindleystraat 29, Posbus 255, Bethlehem.

Saak 9937/95

IN DIE LANDDROSHOF VIR DIE DISTRIK WELKOM GEHOU TE WELKOM

In die saak tussen **Fidelity Bank Beperk,** Vonnisskuldeiser, en **mnr. Mokheche Peter Motaung,** Identiteitsnommer 5203205622082, Eerste Vonnisskuldenaar, en **mev. Mantshali Alinah Motaung,** Identiteitsnommer 6007210548086, Tweede Vonnisskuldenaar

Ingevolge 'n vonnis gelewer op 2 Augustus 1995 in die Welkom-landdroshof en 'n lasbrief van eksekusie daarna uitgereik, word die eiendom hieronder beskryf in eksekusie verkoop op 15 September 1995 om 11:00 voor die Tulbach-ingang tot die Landdroshof, Heerenstraat, Welkom, deur C P C Afslaers, aan die persoon wat die hoogste aanbod maak, naamlik:

Beskrywing: Erf 19401, Thabong, Welkom, groot tweehonderd drie-en-vyftig (253) vierkante meter, gehou kragtens Sertifikaat van Geregistreerde Huurpad TL1883/1990.

Die volgende inligting word aangegee, maar is nie gewaarborg nie:

Die eiendom bestaan uit woonhuis met 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 Constantiaweg, Welkom.

Gedateer te Welkom op hede die 17de dag van Augustus 1995.

T. Wolmarans, vir Symington & De Kok, Sonleyri Chambers, Heerenstraat 24, Posbus 2175, Welkom. [Tel. (057) 353-3051.] (Verw. T. Wolmarans/RO/AF0102.)

Saak 10632/95

IN DIE LANDDROSHOF VIR DIE DISTRIK WELKOM GEHOU TE WELKOM

In die saak tussen **Fidelity Bank,** Vonnisskuldeiser, en **I. G. S. O'Donovan,** Eerste Vonnisskuldenaar, en **mnr. Willem Gerhardus Lombard,** Tweede Vonnisskuldenaar

Ingevolge 'n vonnis gelewer op 31 Julie 1995 in die Welkom-landdroshof en 'n lasbrief van eksekusie daarna uitgereik, word die eiendom hieronder beskryf in eksekusie verkoop op 15 September 1995 om 11:00 voor die Tulbach-ingang tot die Landdroskantore, Heerenstraat, Welkom, 9460, deur C P C Afslaers, aan die persoon wat die hoogste aanbod maak, naamlik:

Beskrywing: Erf 5849, Seemeeupark, Welkom, en beter bekend as Jamesonstraat 27, Seemeeupark, Welkom, groot eenduisend-en-elf (1 011) vierkante meter gehou kragtens Transportakte T2697/1990.

Die volgende inligting word aangegee, maar is nie gewaarborg nie:

Die eiendom bestaan uit woonhuis met 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 Constantiaweg, Welkom.

Gedateer te Welkom op hede die 17de dag van Augustus 1995.

T. Wolmarans, vir Symington & De Kok, Sonleyri Chambers, Heerenstraat 24, Posbus 2175, Welkom. [Tel. (057) 353-3051.] (Verw. T. Wolmarans/RO/AF0105.)

Case 9295/95

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

In the matter between **ABSA Bank Limited (Allied),** Plaintiff, and **Cornelis Carel Potgieter van Tonder,** Defendant

In pursuance of a judgment in the Court of the Welkom Magistrate's Court, granted on 29 June 1995 and a warrant of execution, the following property will be sold in execution, without reserve subject to the provisions of section 66 (2) of the Magistrates' Courts Act, 1944, as amended, to the highest bidder on 22 September 1995 at 11:00 at the Magistrate's Court, Tulbach Street, Welkom, namely:

Certain Erf 4246, situated in the Township of Riebeeckstad, District of Welkom, measuring 833 (eight hundred and thirty-three) square metres, held by the Defendant by virtue of Deed of Transfer T7998/1988, known as 37 Hofman Street, Ribeeckstad.

Improvements: Residential property with lounge, dining-room, kitchen, three bedrooms, bathroom with toilet and shower, double carport and toilet (none of which are guaranteed).

Terms:

1. The purchase price is payable as follows:

1.1 10% (ten per cent) thereof on the day of the sale; and

1.2 the balance together with interest shall be paid or secured by a bank or building society guarantee within 14 days after the date of the date of sale.

2. The sale shall in all respects be governed by the applicable provisions of the Magistrates' Courts Act, 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 the Court for acting as auctioneer and all amounts necessary to obtain transfer of the property, including stamp duty, the cost 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 the 24th day of August 1995.

M. C. Louw, for Daly & Neumann Incorporated, Attorney for Plaintiff, Dalman House, Graaf Street, Welkom, 9460. (Ref. M. C. Louw/LVR/AL681.)

Case 7860/95

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

In the matter between **ABSA Bank Limited** (Allied), Plaintiff, and **Masemula Phillip Mathupa,** First Defendant, and **Manaer Miriam Mathupa,** Second Defendant

In pursuance of a judgment in the Court of the Welkom Magistrate's Court, granted on 20 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 22 September 1995 at 11:00 at the Magistrate's Court, Tulbach Street, Welkom, namely:

Certain Erf 11761, Thabong, District of Welkom, measuring 331 (three hundred and thirty-one) square metres, held by the Defendants by virtue of Certificate of Registered Grant of Leasehold TL2111/1988, known as 11761, Thabong, District of Welkom.

Improvements: Residential property with lounge, kitchen, three bedrooms and bathroom with toilet (none of which are guaranteed).

Terms:

1. The purchase price is payable as follows:

1.1 10% (ten per cent) 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, 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 the Court for acting as auctioneer and all amounts necessary to obtain transfer of the property, including stamp duty, the cost 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 the 24th day of August 1995.

M. C. Louw, for Daly & Neumann Incorporated, Attorney for Plaintiff, Dalman House, Graaf Street, Welkom, 9460. (Ref. M. C. Louw/LVR/AL574.)

Saak 1029/95

IN THE LANDDROSHOF VIR DIE DISTRIK WESSELSBRON GEHOU TE WESSELSBRON

In die saak tussen **Eerste Nasionale Bank,** Eksekusieskuldeiser, en **Leon Henry Payne,** Eksekusieskuldenaar

Ten uitvoerlegging van 'n vonnis toegestaan deur bogenoemde Agbare Hof op 9 Maart 1995 in bogemelde saak, sal 'n verkoping sonder reserwe deur die Balju, Landdroshof, Wesselsbron te Wesselsbron op 29 September 1995 om 09:30, 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 geregsbode:

Sekere Erf 40, in die voorstad Wesselsbron, Registrasieafdeling TLC Orange Free State, groot 2 974 vierkante meter, ook bekend as De Villiersstraat 39, Wesselsbron.

Beskrywing van eiendom: Na bewering is die eiendom in 'n goeie toestand maar niks is gewaarborg nie.

Terme: 10% (tien persent) van die koopprys en 4% (vier persent) aflsaersgelde (minimum R50,00) in kontant op die veilingsdag, die balans teen oordrag wat verseker moet word deur 'n bank-, bougenootskap- of ander aanvaarbare waarborg wat aan die Geregsbode gelewer moet word binne 14 (veertien) dae vanaf die datum van die verkoping. Die koper is aanspreeklik vir die betaling van rente teen 'n koers van 23,25% (drie-en-twintig komma twee vyf persent) per jaar vanaf die datum van verkoping tot die datum van oordrag van die eiendom aan die versekerde skuldeiser, naamlik, geen in wie se guns verbande oor die eiendom geregistreer is.

Geteken op 26 Julie 1995.

Snijman & Smullen, Prokureurs vir Eksekusieskuldeiser, Barclayssentrum, Lesliestraat 29, Posbus 38, Vereeniging. (Verw. mej. Vermaak/F295.)

OPENBARE VEILINGS, VERKOPE EN TENDERS
PUBLIC AUCTIONS, SALES AND TENDERS

TRANSVAAL

PROPERTY MART SALES

Duly instructed by the Provisional Trustee in the insolvent estate **D. R. Eksteen,** Master's Ref. T1805/95, we shall sell subject to 14 days confirmation Unit 87 in the scheme known as SS New Time Village, measuring 95 square metres and situated in Long Street, Middelburg.

Sales takes place on the spot on 13 September 1995 at 11:00.

Terms: 15% (fifteen per cent) deposit at the drop of the hammer in cash or bank cheque. Balance within 30 days of confirmation by bank or building society guarantee.

Auctioneers: Property Mart (Est. 1963), First Floor, Pogir Bastion Insurance House, 244 Louis Botha Avenue, Orange Grove, 2192, P.O. Box 46058, Orange Grove, 2119. Tel. (011) 728-1263. Fax (011) 728-5215. After hours: A. W. Hartard, (011) 462-3731.

MANNIE AUCTIONEERING COMPANY

INSOLVENT ESTATE: L. G. C. SCHEEPERS, MASTER'S REFERENCE T2203/95

Duly instructed by the Trustee in the above manner we will sell by public auction on the spot 19 Bellair Street, Brackendowns, Alberton, on Monday, 11 September 1995 at 10:30, the following:

Comfortable three-bedroomed home, in the popular suburb of Brackendowns.

Certain: Stand 2735, situated at 19 Bellair Street, Brackendowns, Alberton, measuring approximately 1 000 square metres upon which is erected a residence comprising:

Carpeted lounge/dining-room, small patio, small fully fitted kitchen with Defy Hob and Gemini Gourmet eye-level oven, three bedrooms, all with built-in cupboards, bathroom, separate toilet, staff toilet with shower, brick-paved driveway, carport and lawned garden.

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) 334-3810. Fax (011) 334-1542.

MANNIE AUCTIONEERING COMPANY

INSOLVENT ESTATE: A. J. J. AND A. OOSTHUIZEN, MASTER'S REFERENCE T1605/95

Duly instructed by the Trustee in the above matter we will sell by public auction on the spot 17 Mendelsohn Street, Witfield Extension 15, Boksburg, on Monday, 11 September 1995 at 12:30, the following:

Three-bedroomed family home, Witfield Extension 15, Boksburg.

Certain: Erf 562, situated at 17 Mendelsohn Street, Witfield Extension 15, Boksburg, measuring approximately 1 021 square metres upon which is erected a residence comprising:

Entrance/dining-room with archway to lounge with feature brick wall, kitchen, three bedrooms, all with built-in cupboards, main bedroom has a bathroom en suite, second bathroom, garage, double carport, staff toilet, security gate to driveway, security gates on front and rear doors, brick-paved driveway and laid out garden.

Terms: 15% (fifteen per cent) deposit on signature of the conditions of sale and the balance within 30 days from date of confirmation.

On view Tuesdays and Thursdays from 10:00 to 15:00.

Mannie Auctioneering Company, Tel. (011) 334-3810. Fax (011) 334-1542.

LEO AFSLAERS (EDMS.) BPK.

(Reg. No. 87/03427/07)

INSOLVENSIEVEILING VAN PRAG WONING EN ERWE, SEWEJAARTJIESTRAAT 13, RIAMARPARK, BRONKHORSTSPRUIT, OP 8 SEPTEMBER 1995 OM 10:30 OP DIE PERSEEL, ERWE 618, 619 EN 620 IN DIE DORPSGEBIED RIAMARPARK, REGISTRASIEAFDELING JR, GAUTENG

Behoorlik daartoe gelas deur die Kurator in die insolvente boedel **H. J. Coetzee,** Meestersverwysing T1857/95, verkoop ons per openbare veiling genoemde eiendomme op die perseel bestaande uit:

Erf 618: Onbeboude hoekerf, 1 000 m^2 groot.

Erwe 619 en 620: Geleë te Sewejaartjiestraat 13, bestaande uit pragtige dubbelverdieping siersteenhuis met vier slaapkamers en twee badkamers, groot ontspanningsareas en vertrekke, dubbelmotorhuis, swembad en pragtige tuin. Bied alle fasiliteite. Huis: 233,58 m^2 en tuin is oor twee erwe gedoen van 2 000 m^2 in totaal.

Verkoopvoorwaardes: 10% (tien persent) deposito plus afslaerskommissie teen 7% (sewe persent) in kontant of bankgewaarborgde tjek met die toeslaan van die bod. Waarborge vir die balans binne 14 dae na versoek deur die verkoper. Verkoping onderhewig aan 7 dae bekragtiging.

Afslaersnota: Ideale gesinswoning. Genoeg ruimte en ontwikkelingspotensiaal.

Besigtiging: By die eiendomme self. Vra toegang vir ons wag.

Samevoeging, wysiging en/of reg van ontrekking word voorbehou.

Vir meer besonderhede skakel die kantoor by (012) 341-1314.

LIBRA AFSLAERS

BESTORWE BOEDELVEILING VAN KLEINHOEWE 8,5653 HA, RIETSPRUIT, MEYERTON

In opdrag van die eksekuteur in die insolvente bestorwe boedel van **D. B. Rieger,** Meestersverwysing 8844/94, verkoop ons, onderhewig aan bekragtiging die ondergenoemde eiendom per openbare veiling op die perseel op Woensdag, 6 September 1995 om 12:00:

Eiendom en beskrywing: Gedeelte 40 van die plaas Rietspruit 152 IR, distrik Meyerton, steenkonstruksiewoonhuis onder teëldak wat bestaan uit ingangsportaal, sit-/eetkamer, kombuis, vier slaapkamers, almal met ingeboude kaste, twee badkamers, waskamer, sitkamer, gaste toilet, boorgat, enkel motorhuis en afdak, arbeidershuis met twee slaapkamers, sitkamer en kombuis, ens.

Verkorte verkoopvoorwaardes: 20% (twintig persent) deposito van die koopprys in kontant of bankgewaarborgde tjek met die toeslaan van die bod. Balans van koopprys moet by wyse van waarborge gelewer word binne 30 dae na datum van bekragtiging.

Besigtiging: Gedurende redelike tye - wag aan diens.

Navrae: Libra Afslaers, Giel Bezuidenhout, Tel. (011) 763-6267.

PHIL MINNAAR AFSLAERS

BOEDEL, WYLE K. L. MOTSHOANE

Behoorlik gemagtig deur die eksekuteur in bogenoemde boedel verkoop ons per openbare veiling, op die persele, op 5 September 1995, Erf 1807, The Orchards om 10:00, en Erf 1303, Atteridgeville om 12:30.

Voorwaardes: Onroerend, 20% (twintig persent) van verkoopprys kontant of bankgewaarborgde tjek met toeslaan van bod. Restant deur verskaffing van waarborge binne 30 dae van bevestiging van verkoping.

Phil Minnaar Afslaers, Johannesburg, Tel. (011) 475-5133.

CAHI AUCTIONEERS APPRAISERS AND STOCK LIQUIDATORS

(Reg. No. CK87/12616/23)

HALF PRICE, FIVE DAY JEWELLERY SALE, ALL ITEMS LESS 50%

Duly instructed by the Trustee in the matter **Glintz Manufacturing Jewellers CC,** in liquidation, Master's Reference T693/95.

At our mart 99 Beatrix Street, Arcadia, Pretoria, from 28 August 1995 till 1 September 1995, from 09:00 till 16:00.

Cahi Auctioneers Appraisers and Stock Liquidators, Tel. (012) 325-7250.

BOLAND BANK VEILINGS

LIKWIDASIE VEILING VAN AGT PRAGWOONERWE TE REYNORIF, WITBANK, OP VRYDAG, 8 SEPTEMBER 1995 OM 11:00, OP DIE PERSELE

In opdrag van die Likwidateurs van **Pronto Developers BK,** in likwidasie, Meestersverwysiging T4191/94, word ondergemelde eiendomme per openbare veiling aangebied:

Reynorif, Witbank (vanaf 11:00 op die persele in volgorde). Volg ons rigtingwysers vanaf Presidentstraat en Paul Sauerweg.

Erf 144, geleë te Capricornstraat, 2 372 m^2.

Erf 145, geleë te Geministraat, 1 996 m^2.

Erf 147, geleë te Geministraat, 1 931 m^2.

Gedeelte 4 van Erf 1516, geleë te Orionlaan, 450 m^2.

Gedeelte 1 van Erf 1517, geleë te Paul Sauerweg, 625 m^2.

Gedeelte 3 van Erf 1517, geleë te Paul Sauerweg, 625 m^2.

Gedeelte 7 van Erf 1517, geleë te Paul Sauerweg, 550 m^2.

Gedeelte 9 van Erf 1517, geleë te Paul Sauerweg, 600 m^2.

Finansiering beskikbaar, indien vooraf gereël met Boland Bank PKS Bpk.

Afslaersnota: Hierdie erwe is geleë in die relatief nuwe spoguitbreiding Reynorif wat reeds goed ontwikkel is.

Verkoopvoorwaardes: 10% (tien persent) deposito in kontant of bankgewaarborgde tjek met toeslaan van die bod. Waarborg vir die balans koopprys binne 30 dae vanaf datum van bekragtiging. BTW sal gehef word op die koopprys. Onderhewig aan verandering sonder enige verdere kennisgewing.

Nasvrae: Andre Pretorius, Tel. (0135) 903-865; en Bennie Ellis, Tel. (012) 804-1440.

Afslaer: Koos van Rensburg, Tel. (012) 804-1440.

Boland Bank Veilings, Eastwaysentrum 246, Pretoriaweg 617, Silverton.

BOLAND BANK VEILINGS

BESTORWE INSOLVENSIE VEILING VAN TWEESLAAPKAMERWOONHUIS, TE NEGENDE STRAAT 32, NEWLANDS, JOHANNESBURG, OP DONDERDAG, 7 SEPTEMBER 1995 OM 10:00

Behoorlik daartoe gemagtig deur die Eksekuteur van insolvente boedel, wyle **P. J. Espach,** 16238/94, word die ondergemelde per openbare veiling te koop aangebied:

Vaste eiendom: Erf 562, Newlands, Johannesburg-dorpsgebied, Registrasieafdeling IQ, Transvaal, groot 248 m^2.

Verbeterings: Woning bestaande uit twee slaapkamers, badkamer, kombuisie, sitkamer en buitekamer.

Besigtiging: Maandag, 4 September 1995 vanaf 12:00 tot 14:00.

Verkoopvoorwaardes: 10% (tien persent) deposito in kontant of bankgewaarborgde tjek met toeslaan van die bod. Waarborg vir die balans koopprys binne 30 dae vanaf datum van bekragtiging.

Afslaersnota: Stil omgewing naby toegangsroetes na stad.

Navrae: Ian Coetzee, Tel. (012) 804-1440.

Afslaer: Koos van Rensburg, Tel. (012) 804-1440.

Boland Bank Veilings, Eastwaysentrum 246, Pretoriaweg 617, Silverton.

ELI STRÖH VEILINGS

INSOLVENTE BOEDEL VEILING VAN 'N TEËDAKWOONHUIS MET BUITEKAMERS, GELEË IN DIE DORP POTGIETERSRUS

Behooorlik daartoe gelas deur die Kurator in die saak insolvente boedel **J. A.** en **C. J. Barnard,** Meestersverwysing T4104/94, sal ons verkoop per openbare veiling op Vrydag, 8 September 1995 om 11:00, te die eiendom Vredenburgstraat 227, Potgietersrus.

Die eiendom: Sekere Erf 3761, geleë in die dorpsgebied van Piet Potgietersrust, Registrasieafdeling KS, Transvaal, ook bekend as Vredenburgstraat 227, Potgietersrus, groot 960 m^2.

Verbeteringe: Daar bestaan 'n stewige teëldak tweeslaapkamerwoonhuis met 'n sitkamer, eetkamer, kombuis en hoofbadkamer, asook 'n buite afsonderlike hoofslaapkamer met eie badkamer.

Voorwaardes van verkoop: Vaste eiendom: 20% (twintig persent) deposito op die dag van die veiling en balans binne 30 (dertig) dae na datum van bekragtiging. Bekragtiging binne 7 (sewe) dae na datum van veiling.

Vir meer besonderhede kontak die afslaers: Eli Ströh Eiendomsagente & Afslaers, Groblerstraat 14B, Posbus 1238, Pietersburg. [Tel. (0152) 295-6439/0/1/2.]

UBIQUE AFSLAERS

In opdrag van die Kurator in die insolvente boedel **N. A. Cilliers,** Meestersverwysing T565/95, sal ons die bates verkoop te Francoisstraat 63, Potchefstroom, op 8 September 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.

PARK VILLAGE AUCTIONS

Duly instructed by a leading financial institution who holds a special power of attorney, we will sell by public auction, on site at 15 Harcus Crescent, Bedfordview Extension 196, District of Bedfordview, Gauteng, on Tuesday, 5 September 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

INSOLVENT ESTATE: P. J. PARMITER, MASTER'S REFERENCE T1598/95

Duly instructed by the Trustee in the above-mentioned insolvent estate, we will sell by public auction, on site at 31 Fred Els Street, Norkem Park Extension 3, District of Kempton Park, Gauteng, on Monday, 4 September 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

KEMPTON PARK BUSINESS CENTRE, MODERN COMMERCIAL PROPERTY WITH BASEMENT PARKING, CLOSEMORE INVESTMENTS (PTY) LTD, IN LIQUIDATION, MASTER'S REFERENCE N726/94, ON THE SPOT, CONRER OF C. R. SWART AND MONUMENT ROADS, KEMPTON PARK, ON FRIDAY, 8 SEPTEMBER 1995 AT 10:30

Duly instructed by the Trustee in the above matter, by Aucor Group will sell the above property.

For further details please contact the auctioneers.

View: By appointment with the auctioneers.

Terms: 20% (twenty per cent) deposit on the fall of the hammer. The balance to be paid with guarantees acceptable to the trustee within 30 days of confirmation. Bidders being financed must produce an irrevocable letter of credit prior to bidding.

The above is subject to change without prior notice.

Aucor (Pty) Ltd, 14 Apple Road, Wendywood, Sandton. [Tel. (011) 444-5550.] [Fax (011) 444-5551.]

PHIL MINNAAR BK

(CK93/29245/23)

VEILING VAN VOERTUIE, SKI-BOOT, VUURWAPENS, TYDDELE, KANTOORMEUBELS, REKENAARTOERUSTING, HUISHOUDELIKE TOEBEHORE EN VELE MEER

In opdrag van die Kurators, Likwidateurs en Eksekuteurs in die onderskeie boedels verkoop ons ondergemelde los bates per openbare veiling:

Insolvente boedels: **A. P. Bruwer,** T744/95, **D. du Buisson,** T2382/94, **P. J. J. Matthee,** T200/95, **C. S. Roos,** T201/95 en **G. D. Lundstrom,** T387/95 asook **Business Sytems 2000 BK,** in likwidasie, T1397/95, B/W **D. J. M. Naudé,** 9328/95, en B/W **J. G. van den Berg,** 1302/95, op Vrydag, 8 September 1995 om 10:00:

Plek van veiling: Ons perseel (Skinnerstraat 405, Sunnyside, Pretoria.)

Rekenaars: Rekenaarmonitors, faksmasjien, tikmasjien, rekenaar hardeware, drukker, diskette (floppies en stiffies), rekenaarkabels en muise.

Meubels: Verskeie lessenaars, vrieskas, staalkaste, eetkamerstel (Kiaat), wasmasjiene, mikrogolfoond, liaseerkabinette, Kiaatkas, buffetkas, tuimeldroeërs, kantoorstoele, matrasse, stofsuier, televisiestelle, Sony radio met laserskyfspeler, videomasjien, yskas, sitkamerstelle, skildery, ens.

Gereedskap: Black en Decker rolsaag, houtbytels, Black en Decker boor, skuurmasjien, rotor en elektriese skaaf.

Wapens: 9 mm pistool, Rossi .38 rewolwer, 30.06 BRNO met Tasko 4 × 40 skoop.

Voertuie: 1983 Volkswagen Kombi, 1991 BMW 325i.

Tyddele: (Geen reserwe, 7 dae bekragtiging).

Klub Lekkerrus: Naboomspruit. *Aantal weke:* Een. *Seisoen:* Binne seisoen. *Tydperk:* Flexi. *Bed:* Vier bed. *Heffing:* ± R100. Koper onderhewig aan goedkeuring van oord.

Mount Amanzi: Hartebeespoort. *Aantal weke:* Twee weke. *Seisoen:* Buite seisoen. *Tydperk:* Flexi. *Bed:* Vyf bed. *Heffing:* ± R450.

Flexi Club: 120 oorde landwyd. *Punte:* 2 208. *Opgehoopte punte:* 6 036. *Opgehoopte krediet:* R3 000.

Terme: Streng kontant of bankgewaarborgde tjeks alleenlik. Geen uitsondering sal gemaak word nie.

Besigtiging: Vanaf 6 September vanaf 08:00 tot 16:00.

Navrae: Skakel Dirkie Pienaar by (012) 322-8330/1 kantoorure.

Reg word voorbehou om goedere by te voeg of weg te laat.

Phil Minnaar BK, Posbus 28265, Sunnyside, 0132. [Tel. (012) 322-8330/1.] [Faks (012) 322-9263.]

BERNARDI AUCTIONEERS

Instructed by the Trustee in the insolvent estate **G. E. C. Labaschagne,** Waverley, T2056/95:

Four-bedroomed family home, double garage, carport, established garden, borehole, security walled and gated.

To be sold on site: 1381 Breyer Avenue, Waverley, Pretoria, on Friday, 8 September 1995 at 11:00:

Terms: 10% (ten per cent) deposit plus 3,42% (three comma four two per cent) buyers commission.

View: Sunday, 27 August and Sunday 3 September 1995 or by appointment.

Bernardi Auctioneers, Tel. (012) 43-6914/5.

PLAAS TE KOOP

Op las van die Land- en Landboubank van Suid-Afrika sal die Balju: Hooggeregshof, KRUGERSDORP op 20 September 1995 om 10:00 te Ockersestraat 22B (hoek van Ockerse- en Rissikstraat) te Krugersdorp die ondergemelde eiendom by publieke veiling verkoop:—

GEDEELTE 24 ('n gedeelte van Gedeelte 3) van die plaas RIETFONTEIN 522,

Registrasie Afdeling J.Q., Transvaal, Provinsie Gauteng

GROOT: 53,7235 hektaar

Blykens Akte van Transport T48255/1974

in die naam van STEPHANUS ANDRIES LOUW

Ligging van hierdie eiendom:—

20 km noord van Krugersdorp

Geboue en verbeterings wat beweer word om op die eiendom te bestaan is:—

Woonhuis, woonstel met motorhuis, 3 motorafdakke met bediendekamer en 3 store. Gedeeltelik veekerend omhein. Boorgat, tenk, gronddam en fontein.

Krokodilrivier vloei deur die eiendom. Geregistreerde serwituutvoor uit rivier met leibeurt van 30 uur per week.

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: AIAF 02332 01G (REGTE)

Land- en Landboubank van Suid-Afrika, Posbus 375, Pretoria, 0001. 1 September 1995.

NATAL

RAYNO AUCTIONEERS

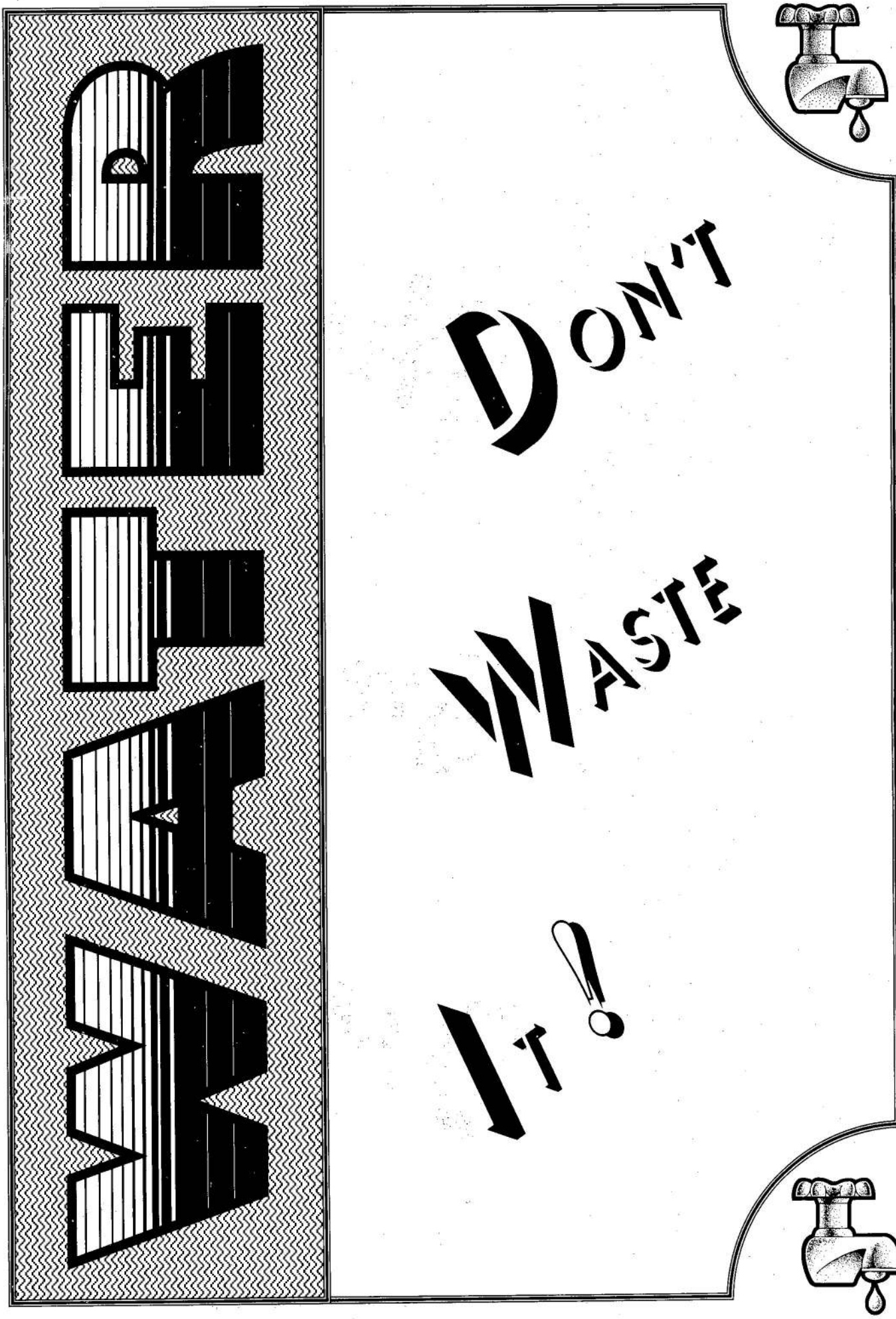
ESTATE LATE: ESSOP ADAM, MASTER'S REFERENCE 7874/92

Duly instructed by the Executrix in the above estate we will offer for sale on 8 September 1995 at 10:00, at 13 Centenary Road, Stanger, the following property:

Lot 630, Stanger Extension 6, situated in the kwaDukuza Stanger Transitional Local Council, Administrative District of Natal, Province of KwaZulu/Natal, in extent 1 041 square metres.

The property description is as follows: Four bedrooms (one en suite), study, TV lounge (with en suite), kitchen, dining-room, lounge, bathroom, toilet, double garage, store-room and servants' quarters.

Full conditions of sale can be inspected at the offices of the auctioneer at 95 Rood Street, Stanger.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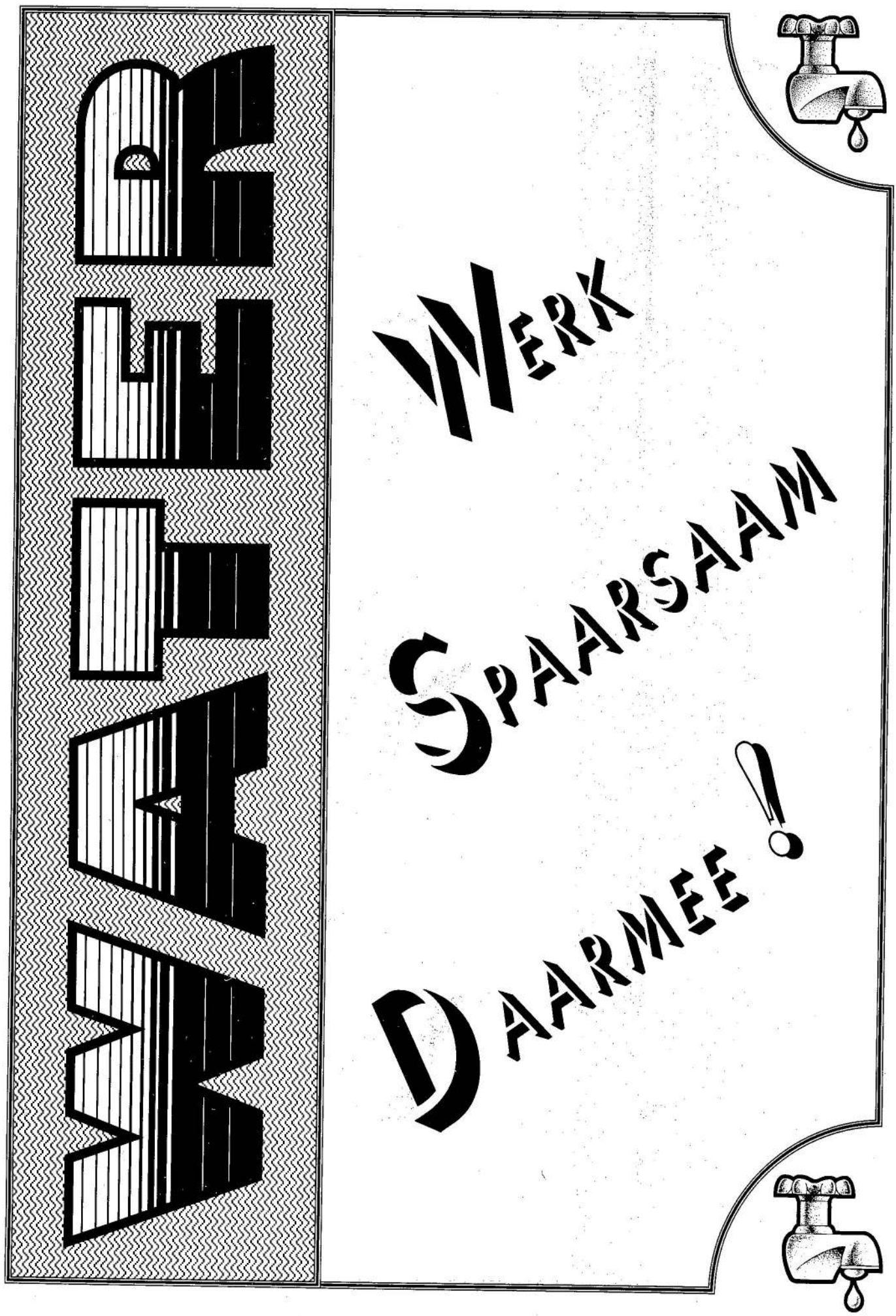
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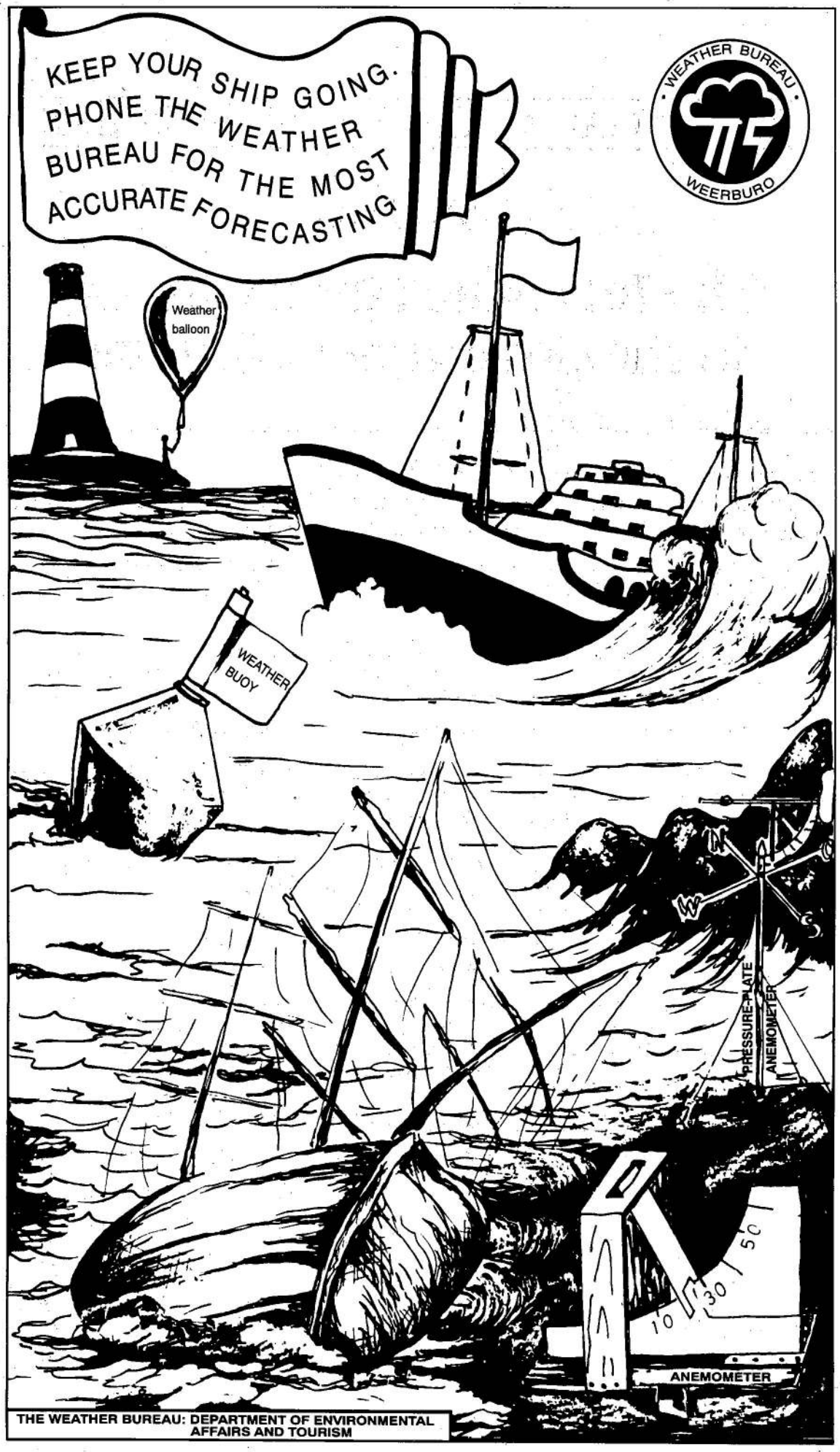
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TABLE OF CONTENTS

LEGAL NOTICES

		Page
SALES IN EXECUTION AND OTHER PUBLIC SALES		10
Sales in execution:		
Provinces:	Transvaal	10
	Cape	98
	Natal	119
	Orange Free State	152
Public auctions, sales and tenders		164

INHOUDSOPGAWE

WETLIKE KENNISGEWINGS

		Bladsy
GEREGTELIKE EN ANDER OPENBARE VERKOPE		10
Geregtelike verkope:		
Provinsies:	Transvaal	10
	Kaap	98
	Natal	119
	Oranje-Vrystaat	152
Openbare veilings, verkope en tenders		164

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