REPUBLIC OF SOUTH AFRICA

REPUBLIEK VAN SUID-AFRIKA

Government Gazette
Staatskoerant

Vol. 363 PRETORIA, 8 SEPTEMBER 1995 No. 16649

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 14922/95

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

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Robbertze, Hendrik Lodewyk,** Defendant

In pursuance of a judgment of the above Honourable Court dated 5 July 1995, and a writ of attachment (immovable property) dated 13 July 1995, the following immovable property will be sold in execution by the Sheriff of the Supreme Court, Springs, at 56 12th Street, Springs on 22 September 1995 at 11:00, to the highest bidder:

Certain Erf 911, Selcourt Township, Registration Division IR, Transvaal, situated at 7 Newmont Road, Selcourt, Springs, measuring 1 983 (one thousand nine hundred and eighty-three) square metres, held by the Defendant under Deed of Transfer T2817/90, consisting of the following:

Description of the property: Brick dwelling under tiled roof consisting of family room, lounge/dining-room, three bedrooms, entrance hall, two full bathrooms, study, fitted kitchen, laundry, two garages, carport, servants' quarters, built-in cupboards, swimming-pool and security alarm system with security gates.

Terms and conditions:

1. 10% (ten per centum) of the purchase price to be paid in cash on the day of the sale and the balance together with interest 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 the sale.

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

3. The purchaser shall be liable for all outstanding rates and taxes in respect of the property.

4. The complete conditions of sale may be inspected at the office of the Sheriff for the Supreme Court, 56 12th Street, Springs.

Dated at Springs this 3rd day of August 1995.

Hammerschlag Gishen Stoloff De Swardt Inc., Plaintiff's Attorneys, Sixth Floor, Standard Bank Arcade, corner of Third Avenue and Fourth Street, P.O. Box 184, Springs. (Tel. 812-2400.) (Ref. Mr Stoloff/NB/R26.)

Case 12/95
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 **Molane, Mandla Solomon,** 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 6 October 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 1070, situated in the Township of Welgedacht, Registration Division IR, Transvaal, being 20 First Avenue, Welgedacht, Springs, measuring 1 115 (one thousand and hundred and fifteen) 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, separate toilet, 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, building society or other acceptable guarantee to be furnished within fourteen (14) days from the date of sale.

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

Dated at Johannesburg this 10th day of 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/M.990.)

Case 16007/95

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Muller, Pamela Joan,** Defendant

In pursuance of a judgment of the above Honourable Court dated 27 July 1995, and a writ of attachment (immovable property) dated 28 July 1995, the following immovable property will be sold in execution by the Sheriff of the Supreme Court, Springs, at 56 12th Street, Springs on 22 September 1995 at 11:00, to the highest bidder:

Certain Erf 243, Edelweiss Township, Registration Division IR, Transvaal, situated at 22 Steenbok Street, Edelweiss, Springs, measuring 969 (nine hundred and sixty-nine) square metres, held by the Defendant under Deed of Transfer T18116/89, consisting of the following:

Description of the property: Brick dwelling under tiled roof consisting of family room, lounge, dining-room, study, three bedrooms, entrance hall, two full bathrooms, fitted kitchen, laundry, two garages, servants' quarters, built-in cupboards, swimming-pool, burglar bars on all windows and security gates.

Terms and conditions:

1. 10% (ten per centum) of the purchase price to be paid in cash on the day of the sale and the balance together with interest 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 the sale.

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

3. The purchaser shall be liable for all outstanding rates and taxes in respect of the property.

4. The complete conditions of sale may be inspected at the office of the Sheriff for the Supreme Court, 56 12th Street, Springs.

Dated at Springs this 10th day of August 1995.

Hammerschlag Gishen Stoloff De Swardt Inc., Plaintiff's Attorneys, Sixth Floor, Standard Bank Arcade, corner of Third Avenue and Fourth Street, P.O. Box 184, Springs. (Tel. 812-2400.) (Ref. Mr Stoloff/NB/M51.)

Case 3726/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **Juda Nkosi,** Plaintiff, and **John Masondo and 9 others,** Defendant

In execution of a judgment of the Supreme Court of South Africa (Transvaal Provincial Division) in this suit, a sale without reserve of the undermentioned property will be held at the Moutse Magistrate's Court, Hof Street, Elandsdoring, Moutse, on 29 September 1995 at 10:00, on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the offices of the said Sheriff, prior to the sale:

Holding 52, Dennilton, Registration Division JS, Transvaal, measuring 7,2815 (seven comma two eight one five) hectares, held by Deed of Transfer T16602/1944.

Holding 120, Dennilton, Registration Division JS, Transvaal, measuring 4,2827 (four comma two eight two seven) hectares, held by Deed of Transfer T53607/1990.

Holding 204, Dennilton, Registration Division JS, Transvaal, measuring 4,2827 (four comma two eight two seven) hectares, held by Deed of Transfer T18252/1992.

Terms: 10% (ten per cent) of the purchase price in cash on the day of sale, the balance and interest on the full purchase price at the current bond rates payable against registration of transfer, to be secured, by a bank, building society or other acceptable guarantee to be furnished within fourteen (14) days from the date of sale. The auctioneer's charges are payable on the day of the sale and will be calculated at 5% (five per cent) on the proceeds of the sale up to a price of R20 000 and thereafter 3% (three per cent), to a maximum fee of R6 000 and a minimum of R100.

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

Matlala Incorporated, Eighth Floor, Standard General Building, 215 Proes Street, Pretoria, 0002; P.O. Box 3217, Pretoria, 0001. Docex 70. (Tel. 326-8923/4/5.) (Fax. 323-7431.) (Ref. SH/jnm/C5987.)

Saak 55/95

IN DIE LANDDROSHOF VIR DIE DISTRIK ERMELO GEHOU TE BREYTEN

In die saak tussen **Mnr. S. C. Mndebele,** Eiser, en **Mnr. J. Sibanyoni,** Verweerder

Ingevolge uitspraak van bogemelde Agbare Hof en lasbrief vir eksekusie gedateer 25 April 1995 word die hierinvermelde eiendom op Dinsdag, 26 September 1995 om 10:00, voor die Landdroskantoor, Breyten, geregtelik verkoop aan die persoon wat die hoogste bod maak, naamlik die reg van huurpag ten opsigte van Erf 101, in die dorp Kwazanele, Registrasieafdeling IS, Oos-Transvaal, groot 248 (tweehonderd agt-en-veertig) vierkante meter; gehou kragtens sertifikaat van geregistreerde toekenning van Huurpag TL27002/91.

Die eiendom is verbeter en bestaan uit slaapkamers, badkamers, sitkamer, eetkamer en garage.

Voorwaardes: Volledige verkoopvoorwaardes wat onmiddellik voor die veiling deur die Balju, Breyten, uitgelees sal word, lê in sy kantoor ter insae en is die belangrikste bepalings daarvan die volgende:

1. Die koper moet onmiddellik nadat die bod op hom toegeslaan is 10% (tien persent) van die koopprys aan die Balju betaal en vir die balans van die koopprys moet die koper 'n bank of bouvervenigingwaarborg aan die Balju lewer binne 60 dae na datum van verkoping.

2. Die koper sal verplig wees om onmiddellik na die bod om hom toegeslaan is, die verkoopvoorwaardes te onderteken.

3. Die koper sal aanspreeklik wees vir hereregte, transportkoste en agterstallige belastings indien enige, asook ander uitgawes wat nodig is om transport te laat geskied.

Geteken te Ermelo op hierdie 8ste dag van Augustus 1995.

Bekker, Brink & Brink, Unitedgebou, Kerkstraat 60, Privaatsak X9018, Ermelo, 2350. (Verw. mnr. Beukes/cn/KDM034.)

Saak 1396/95

IN DIE LANDDROSHOF VIR DIE DISTRIK BRITS GEHOU TE BRITS

In die saak tussen **Die Stadsraad van Brits,** Eksekusieskuldeiser, en **Merbor Beleggings (Edms.) Bpk.,** Eerste Eksekusieskuldenaar, **P. J. Roos,** Tweede Eksekusieskuldenaar, en **G. M. S. J. Janse van Rensburg,** Derde Eksekusieskuldenaar

Geliewe kennis te neem dat in uitvoering van 'n vonnis deur die bovermelde Agbare Hof en daaropvolgende lasbrief vir eksekusie, is daar op die ondergenoemde ontroerende eiendom beslag gelê.

Geliewe verder kennis te neem dat die eiendom op 29 September 1995 om 09:00 voor die Landroshof, Van Veldenstraat, Brits, geregtelik verkoop sal word aan die hoogste bieder, sonder enige reserweprys:

Sekere: Restant van Gedeelte 41 van die plaas Roodekopjes of Swartkopjes 427, groot 4 340 vierkante meter, bekend as Rutgersweg 53, Brits.

Verbeterings: 4 Afsonderlike kantore met twee werkswinkels, maar kan nie gewaarborg word nie.

Terme: Tien persent (10%) van die koopprys en afslaersgelde in kontant op die dag van die verkoping en die balans teen registrasie van transport in die naam van die koper en gewaarborg te word deur 'n bank- of bouverenigingwaarborg tot bevrediging van die eksekusieskuldeiser binne 30 dae vanaf datum van verkoping.

Die voorwaardes van verkoping sal deur die Balju gelees word ten tyde van die verkoping en sal ook by die kantoor van die Balju, Theogebou, Kantore 4, 5 en 6, Murraylaan 42, Brits, ter insae lê.

Geteken te Brits op hede die 14de dag van Augustus 1995.

R. H. van Onselen, vir Jonker Van Onselen & Kie. Ing., Van Veldenstraat 40, Posbus 1008, Brits. (RVO:FP:ST765/AQ0187.)

Saak 1373/93

IN DIE LANDDROSHOF VIR DIE DISTRIK WESTONARIA GEHOU TE WESTONARIA

In die saak tussen **Saambou Bank Beperk,** Eiser, en **J. T. de Franca,** Verweerder

Ingevolge uitspraak van die Landdroshof, Westonaria, en lasbrief tot geretelike verkoping gedateer 24 Augustus 1993, sal die ondervermelde eiendom op 29 September 1995 om 10:00, te die Baljukantoor, Edwardslaan 50, Westonaria, aan die hoogste bieder verkoop word:

Erf 3342, Westonaria-dorpsgebied-uitbreiding 8, Registrasieafdeling IQ, die provinsie Pretoria–Witwatersrand–Vereeniging, groot 893 (agt nege drie) vierkante meter, gehou deur die Verweerder kragtens Akte van Transport T24773/88 (ook bekend as Gardeniastraat 4, Westonaria-uitbreiding 8).

Sonering: Residensieël;

en

Erf 3343, Westonaria-dorpsgebied-uitbreiding 8, Registrasieafdeling IQ, die provinsie Pretoria–Witwatersrand–Vereeniging, groot 938 (agt nege drie) vierkante meter, gehou deur die Verweerder kragtens Akte van Transport T24773/88 (ook bekend as Gardeniastraat 4, Westonaria-uitbreiding 8).

Sonering: Residensieel.

Voorwaardes:

1. 10% (tien persent) of R5 000 (vyfduisend rand) van die koopprys in kontant op die dag van die verkoping, die balans betaalbaar teen registrasie van oordrag verseker te word deur 'n bank- of bouverenigingwaarborg gelewer binne 'n tydperk van 21 (een-en-twintig) dae na datum van verkoop.

2. Afslaergelde betaalbaar op die dag van die verkoping soos voorgeskryf in die tarief.

3. Die volledige verkoopvoorwaardes lê ter insae by die Balju te Westonaria, en by die Eiser se prokureurs en sal deur die Balju voor die verkoping uitgelees word.

4. Dit is 'n opskortende voorwaarde van hierdie ooreenkoms en veiling dat 'n verteenwoordiger van die Vonnisskuldeiser persoonlik teenwoordig sal wees by hierdie verkoping om na die belange van die Vonnisskuldeiser om te sien.

Gedateer te Westonaria op hierdie 8ste dag van Augustus 1995.

J. S. G. Strydom, vir Janse van Rensburg & Strydom, Eerste Verdieping, Rentmeestergebou, Edwardslaan 84, Posbus 950, Westonaria, 1780. (JSGS/AP/SVS676.)

Saak 1517/95

IN DIE LANDDROSHOF VIR DIE DISTRIK BRITS GEHOU TE BRITS

In die saak tussen **Khayalethu Home Loans (Pty) Ltd,** Eksekusieskuldeiser, en **Saki Jacob Sanyane,** Eerste Eksekusieskuldenaar, en **Johanna Mmamobuleng Sanyane,** Tweede Eksekusieskuldenaar

Ooreenkomstig 'n vonnis van die landdros in bogemelde Agbare Hof en 'n lasbrief tot uitwinning, sal alle reg, titel en belang in en ten opsigte van die huurpag geregistreer oor die ondergemelde eiendom as 'n eenheid op 29 September 1995 om 09:00, per publieke veiling deur die Balju, Brits, verkoop word:

Sekere: Erf 1338, Lethlabile, tesame met die verbeteringe of geboue daarop geleë in die Dorpsgebied van Lethlabile, gehou kragtens Grondbrief TL104/92, groot 216 vierkante meter. Verbeterings ten opsigte waarvan geen waarborg gegee word nie.

Verbeterings: Losstaande baksteen en/of sement woonhuis onder sink-, teël- of asbesdak bestaande uit sitkamer, badkamer, kombuis en slaapkamers.

Wesenlike voorwaardes:

1. Voetstoots en sonder reserwe.
2. Deposito van 10% (tien persent) by toeslaan van die bod. Waarborg vir balans binne 30 dae na veiling.
3. Besit en okkupasie teen betaling van deposito en kostes.
4. Verdere voorwaardes by die Balju, Brits, ter insae.

Geteken te Brits op hede die 14de dag van Augustus 1995.

R. H. van Onselen, vir Jonker Van Onselen & Kie Ing., Van Veldenstraat 40, Posbus 1008, Brits. (mev. Botha:1c: KH139:SL139.)

Case 10440/95
PH 45

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Brian Solms,** First Defendat, and **Maria Philippina Solms,** Second Defendant

A sale in execution of the undermentioned property is to be held without reserve at The Sheriff's Offices, 131 Marshall Street, Johannesburg, on Thursday, 28 September 1995 at 10:00:

Full conditions of sale can be inspected at the Sheriff, Johanneburg West, at 131 Marshall Street, Johannesburg, and will be read out prior to the sale.

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

Property: Erf 1277, Triomf Township, Registration Division IQ, Transvaal, known as 58 Gold Street, Triomf.

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

Hack Stupel & Ross, Attorneys for the Plaintiff, P.O. Box 2000, Pretoria. [Tel. (012) 325-4185.] (Ref. Mr B. du Plooy/LvdM/GT2506.)

Case 13445/95
PH45

IN THE SUPEMRE COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited,** formerly Nedperm Bank Limited, and **Leeuw, Johan Heindrich,** Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve and subject to written confirmation by the Plaintiff, will be held at the offices of De Klerk, Vermaak & Partners Incorporated Attorneys, Overvaal Building, 28 Kruger Avenue, Vereeniging, on Thursday, 28 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 De Klerk, Vermaak & Partners Incorporated Attorneys, Vereeniging, prior to the sale:

Plot 204, Unitas Park, Agricultural Small Holding, Registration Division IQ, Transvaal, in extent 1.1010 (one comma one nought one nought) hectares, held under Deed of Transfer T28546/94, being 3 Louis Raymond Street, Unitas Park.

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

Main building: Three bedrooms, bathroom, kitchen, lounge, dining-room, flatlet with two bedrooms, lounge and shower/toilet.

Outbuilding: N/A.

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) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg August 1995.

E. Bester, for Cliffe Dekker & Todd Inc., Plaintiff's Attorneys, 24th Floor, 78 Fox Street, Johannesburg; P.O. Box 61059, Marshall Town, 2107. (Tel. 832-2911.) (Ref. Mr E. Bester/vdh/16.8) (M32679.)

Case 281/95

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **United Bank,** Plaintiff, and **Rudolph Frederick Coetzer,** First Defendant, and **Zelda Coetzer,** Second Defendant

In pursuance of a judgment of the above Honourable Court and writ of execution the following property shall be sold in execution by the Sheriff, on Wednesday, 11 October 1995 at 10:00, at the premises situated at 83 Stoffberg Avenue, Brakpan, without reserve to the highest bidder:

Certain Erf 2305, situated in the township of Brakpan, Registration Division IR, Transvaal, also known as 83 Stoffberg Avenue, Brakpan, measuring 991 square metres, held by Deed of Transfer T29958/1993.

Improvements: The following improvements on the property are reported, though in this regard nothing is guaranteed:

Dwelling-house: Brick building with plaster and corrugated iron roof, kitchen, lounge plus dining-room combined, main bedroom plus other bedroom, bathroom and toilet, outside toilet, double garage and pre-cast walling.

Conditions of sale:

1. The property shall be sold without reserve and to the highest bidder and shall be subject to the title deeds in so far as these are applicable.

2. The purchaser shall pay a deposit of 10% (ten per centum) of the purchase price as well as the auctioneer's commission in cash on the date of the sale and the balance against transfer to be secured by a bank guarantee to be approved by Plaintiff's attorney, to be furnished to the Sheriff within 14 (fourteen) days after the date of sale.

3. The full conditions of sale which will be read out immediately prior to the sale may be inspected at the Sheriff of the Supreme Court's Office, 439 Prince George Avenue, Brakpan.

Dated at Springs on this the day of July 1995.

B. Cooper, for Ivan Davies Theunissen, Plaintiff's Attorneys, IDT Building, 64 Fourth Street, Springs. (Tel. 812-1050.) (Ref. Mr Cooper/HK/B1195.)

Case 6163/95

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **United Bank,** Plaintiff, and **Jansen, Johannes Petrus,** Defendant

In pursuance of a judgment of the above Honourable Court and writ of execution the following property shall be sold in execution by the Sheriff on Wednesday, 11 October 1995 at 11:00, at the premises situated at 4A North Street, Brakpan, without reserve to the highest bidder:

Certain Portion 1 of Erf 7, situated in the township of Brakpan, Registration Division IR, Transvaal, also known as 4A North Street, Brakpan, measuring 496 square metres, held by Deed of Transfer T6195/1994.

Improvements: The following improvements on the property are reported, though in this regard nothing is guaranteed:

Dwelling-house: Semi-face brick building with plaster and corrugated iron roof, kitchen, main bedroom plus other bedroom, bathroom and toilet, outside toilet, single garage, two outside rooms and scullery.

Conditions of sale:

1. The property shall be sold without reserve and to the highest bidder and shall be subject to the title deeds in so far as these are applicable.

2. The purchaser shall pay a deposit of 10% (ten per centum) of the purchase price as well as the auctioneer's commission in cash on the date of the sale and the balance against transfer to be secured by a bank guarantee to be approved by Plaintiff's attorney, to be furnished to the Sheriff within 14 (fourteen) days after the date of sale.

3. The full conditions of sale which will be read out immediately prior to the sale may be inspected at the Sheriff of the Supreme Court's Office, 439 Prince George Avenue, Brakpan.

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

B. Cooper, for Ivan Davies Theunissen, Plaintiff's Attorneys, IDT Building, 64 Fourth Street, Springs. (Tel. 812-1050.) (Ref. Mr Cooper/HK/B9595.)

Saak 9269/93

IN DIE LANDDROSHOF VIR DIE DISTRIK SPRINGS GEHOU TE SPRINGS

In die saak tussen **NBS Bank Beperk,** Eiser, en **Emanuel Rothman Jordaan,** Verweerder

Kennis geskied hiermee dat ingevolge 'n lasbrief uitgereik in bovermelde Agbare Hof op 12 Januarie 1994, die onderstaande eiendom te wete:

Erf 163, Casseldale-dorpsgebied, Registrasieafdeling IR, die provinsie Gauteng, geleë te Empirestraat 6, Casseldale, Springs.

In eksekusie verkoop sal word op 22 September 1995 om 15:00, aan die hoogste bieër, by die kantore van die Balju, Landdroshof, Vierde Straat 66, Springs.

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

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

Buitegeboue: Motorhuis, bediendekamer en toilet.

Voorwaardes van verkoping: Betaling van die koopprys sal geskied by wyse van 'n deposito van 10% (tien persent) en die balans by registrasie. Die voorwaardes van verkoping sal onmiddellik voor die verkoping ten volle gelees word en sal ter insae lê by die kantore van die betrokke Balju, Landdroshof ter insae vir belangstellendes.

Gedateer te Springs op hede die 1ste dag van Augustus 1995.

J. A. Kruger, vir De Jager, Kruger & Van Blerk, Eiser se Prokureurs, Tweede Verdieping, Sanlamsentrum, Vierde Straat, Springs, 1560. (Tel. 812-1455/6/7.) (Verw. mnr. J. A. Kruger/SSB/J 474.)

Case 17884/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (United Bank Division), Plaintiff, and **Ndebele, Mahenge Zabulon,** 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 Springs at 56 12th Street, Springs, 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, Springs, prior to the sale:

Certain Erf 11549, KwaThema Township, Registration Division IR, Transvaal, situated at 11549 KwaThema, Springs.

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

Building built of brick and plaster, tiled roof comprising a lounge, 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 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 this 1st 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/U00232.)

Saak 29379/94

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Witwatersrand Plaaslike Afdeling)

In die saak tussen **Eerste Nasionale Bank Beperk,** Eiser, en **Anastasiou, Evdoxia,** Verweerder

Ter uitwinning van 'n vonnis van die Hooggeregshof van Suid-Afrika (Witwatersrandse Plaaslike Afdeling) in bogenoemde saak, sal 'n verkoping sonder reserweprys, die prys onderhewig aan die Eiser se goedkeuring, gehou word te die kantore van die Balju, Vierde Verdieping, Standardkamers, Presidentstraat, Germiston, op 28 September 1995 om 10:00, van die onderver-melde eiendom van die Verweerder op die voorwaardes wat deur die Venduafslaer gelees sal word ten tye van die verkoping en welke voorwaardes by die kantore van die Balju voor die verkoping ter insae sal lê:

Sekere Eenheid 4, soos getoon en meer volledig beskryf in Deelplan SS28/78 in die skema bekend as St John's Wood en ook bekend as 4 St John's Wood, Battenweg, Bedfordview, groot 152 m^2 (een vyf twee vierkante meter).

Verbeteringe (geen waarborg in verband hiermee word gegee nie) bestaan uit die volgende: *Hoofgebou:* Ingangsportaal, sitkamer, familiekamer, eetkamer, kombuis, drie slaapkamers, twee badkamers, drie toilette en aantrekkamer. *Buitegeboue:* Twee motorafdakke. *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-, 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 17de dag van Augustus 1995.

Rossouws Prokureurs, Eiser se Prokureurs, Negende Verdieping, Atkinsonhuis, hoek van Eloff- en Albertstraat, Posbus 1588, Johanesburg. (Tel. 334-2727.) (Verw. Rossouw/cw/04/F5388E.)

Case 7347/95
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 **Letsatsi, Louisa Portia,** 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 3 October 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 1082, situated in the Township of Roodekop, Registration Division IR, Transvaal, being 38 Steenbok Avenue, Roodekop, Germiston, measuring 805 (eight hundred and five) square metres.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: A detached single storey brick built residence with tiled roof, comprising kitchen, lounge/dining-room, family room, three bedrooms, bathroom with outbuildings with similar construction comprising garage, 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, 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 & 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/L303.)

Case 3153/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **The Standard Bank of South Africa,** Plaintiff, and **Samson Mandla Mbonani,** Defendant

In execution of a judgment of the Supreme Court of South Africa (Transvaal Provincial Division) in the above-mentioned suite, the following property without a reserve will be sold in execution to the highest bidder, to be held on 28 September 1995 at 10:00, at the Ekangala Magistrate Offices:

Erf 3663D, situated in the Township of Ekangala D, in the District of Mkobola, measuring 406 (four hundred and six) square metres, held under Deed of Grant 271/89, situated at 3663D Ekangala.

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

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

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

A. Holtzhausen, for MacRobert De Villiers Lunnon & Tindall Inc., 348 Standard Bank Centre, 291 Church Street, Pretoria. (Tel. 325-1501.) (Ref. L389081/ldw.)

Case 2853/95
PH 388

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Muller, Anthonie Michael,** First Defendant, and **Muller, Lisa,** 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, 22B Klaburn Court, c/o Ockerse and Rissik Streets, Krugersdorp at 10:00 on Wednesday, 27 September 1995, of the undermentioned property of the Defendants on conditions to be read out by the auctioneer at the same time of the sale and which may be inspected at the office of the Sheriff of the Supreme Court, prior to the sale:

Certain: Remaining Extent of Erf 1212, Kenmare Extension 4 Township, Registration Division IQ, the Province of Gauteng, area 675 (six hundred and seventy-five) square metres, situated at 32 Longford Street, Kenmare, Krugersdorp.

Improvements (not guaranteed): "A house under tiled roof consisting of rooms, servant's quarters, granny flat, carport with swimming-pool.

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

Dated at Johannesburg on this the 21st 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. Foreclosures/Z385.)

Saak 25934/94

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Witwatersrandse Plaaslike Afdeling)

In die saak tussen **Transnet Beperk,** Eiser, en **Kgole, Maropeng Joseph,** Eerste Verweerder, en **Kgole, Florence Puseletso,** Tweede Verweerder

Ter uitwinning van 'n vonnis van die Hooggeregshof van Suid-Afrika (Witwatersrandse Plaaslike Afdeling) in bogemelde saak, sal 'n verkoping sonder 'n reserweprys gehou word te die Balju, Kemptsonlaan 49, Benoni, op 5 Oktober 1995 om 10:00 van die ondervermelde eiendom van die Verweerders welke voorwaardes by die kantore van die Balju van die Hooggeregshof van Benoni, voor die verkoping ter insae sal lê:

Sekere: Erf 1902, Etwatwa-dorpsgebied, Benoni, Registrasieafdeling IR, Transvaal, groot 253 (twee vyf drie) vierkante meter.

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

Woonhuis met bestaande uit: Twee slaapkamers, sitkamer, kombuis, badkamer met toilet. *Buitegeboue bestaande uit:* Geen.

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

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

Gedateer te Johannesburg op hierdie die 17de dag van Augustus 1995.

Van Wyk de Vries, Eiser se Prokureurs, 42ste Verdieping, Carltonsentrum, Johannesburg. (Tel. 331-9128.) (Verw. M. Postma/ap Z16772.)

Saak 6321/94

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Witwatersrandse Plaaslike Afdeling)

In die saak tussen **Transnet Beperk,** Eiser, en **Mofoka, Rebecca Lolly,** Eerste Verweerder, en **Mofoka, Pakiso Johannes,** Tweede Verweerder

Ter uitwinning van 'n vonnis van die Hooggeregshof van Suid-Afrika (Witwatersrandse Plaaslike Afdeling) in bogemelde saak, sal 'n verkoping sonder 'n reserweprys gehou word te die Balju van die Hooggeregshof, Kemptsonlaan 49, Benoni, op 5 Oktober 1995 om 10:00 van die ondervermelde eiendom van die Verweerders welke voorwaardes by die kantore van die Balju van die Hooggeregshof van Benoni, voor die verkoping ter insae sal lê:

Sekere: Erf 2469, Etwatwa-dorpsgebied, Benoni, Registrasieafdeling IR, Transvaal, groot 253 (twee vyf drie) vierkante meter.

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

Woonhuis met teëldak bestaande uit: Gekombineerde sitkamer/eetkamer, kombuis, twee slaapkamers, badkamer met toilet. *Buitegeboue bestaande uit:* Geen.

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

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

Gedateer te Johannesburg op hierdie die 16de dag van Augustus 1995.

Van Wyk de Vries, Eiser se Prokureurs, 42ste Verdieping, Carltonsentrum, Johannesburg. (Tel. 331-9128.) (Verw. M. Postma/jf Z12304.)

Case 3588/94

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

In the matter between **Nedcor Bank Limited,** Plaintiff, and **R. W. van Staden,** and **A. M. van Staden,** Defendant

Pursuant to a judgment of this Court and subsequent warrant for execution dated 22 November 1994 the hereundermentioned property will be sold in execution to the highest bidder at the Magistrate's Office, Brits, on 29 September 1995 at 09:00, namely:

Remaining Extent of Portion 3 (portion of Portion 1) of the farm Elandsdrift 467, Registration Division JQ, Transvaal, measuring 21,5375 hectare, held under Deed of Transfer T24919/84.

The following improvements exist on the property, although in this respect nothing is guaranteed: Three single storey dwelling houses, outbuildings (consisting of nine garages, servant room and toilet), tennis course and lapa.

Material conditions of the sale are:

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

(d) The purchaser shall pay amounts necessary to obtain transfer of the property including all costs of transfer, transfer duty, site rentals and other charges due to the local authority, interest, etc.

(e) The purchase price shall be paid as to 10% (ten per centum) of thereof or R400 (four hundred rand) whichever is the greater, together with the Sheriff's auction charges of 4% (four per centum) of the sale price, immediately after the sale, in cash or by bank-guaranteed cheque, and the unpaid balance together with interest on the full purchase price, to be paid or secured by a bank or building society guarantee within 14 (fourteen) days from the date of sale.

(f) Failing compliance with provisions of the conditions of sale, the purchaser may be compelled to pay 10% (ten per centum) of the purchase price as "roukoop".

(g) The full conditions of the sale are available for inspection at the office of the Sheriff, Brits.

Dated at Brits on this 17th day of August 1995.

J. M. Erasmus, for E. D. Ras Olivier & Erasmus, Attorney for Plaintiff, First Floor, Perm Plaza, Murray Avenue, P.O. Box 5, Brits, 0250.

Saak 13312/95

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **ABSA Bank Beperk,** Eiser, en **Johanna Catharina Breedt,** Verweerder

'n Eksekusieverkoping word gehou deur die Balju, Wonderboom, te Gedeelte 83, De Onderstepoort (net noord van Sasko Meule, ou Warmbadpad, Bon Accord), op 29 September 1995 om 11:00, van:

'n Eenheid bestaande uit: Deel 1 soos getoon en meer volledig beskryf op Deelplan SS221/89 in die skema bekend as Stefanoord, ten opsigte van die grond en gebou of geboue geleë te Erf 830, Doornpoort-dorpsgebied, Plaaslike Owerheid: Stadsraad Pretoria, waarvan die deel se vloeroppervlakte volgens die genoemde deelplan 89 (nege-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 ST110651/92, beter bekend as Stefanoordwoonstelle 1, Airportstraat 435, Doornpoort.

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

Verbeterings: 'n Baksteenwoonstel met teëldak, volvloermatte en vinielteëlvloere, bestaande uit 'n sitkamer, eetkamer, kombuis, drie slaapkamers en badkamer. *Buitegeboue:* Enkelmotorhuis.

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

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

Case 111205/94

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

In the matter between **First National Bank of Southern Africa Limited,** Plaintiff, and **Mr Mafatshe Lucas Maisela,** Defendant

Pursuant to a judgment of the above Honourable Court, dated 19 January 1995, and a warrant of execution dated 16 March 1995, the undermentioned immovable property will be sold in execution by public auction to the highest bidder on 6 October 1995 at 10:00, in front of the Court-house, Fox Street-entrance, Johannesburg:

Certain Erf 2491, Protea North Township, Registration Division IQ, Transvaal, situated at 2491 Mosala Street, Protea North, Soweto West.

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

Improvements: A single storey dwelling consisting of a lounge, dining-room, kitchen, four bedrooms, two bathrooms and two toilets. *Outbuildings:* Two garages (attached).

Area: 272 square metres.

Property's held: Under Deed of Transfer T7131/94.

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

The full conditions of sale may be inspected at the offices of the Sheriff, Second Floor, TFC House, 32 Von Brandis Street, Johannesburg.

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

R. Reichman-Israelsohn, for Israelsohn-Friedman, Plaintiff's Attorneys, Hunts Corner, 20 New Street South, P.O. Box 6467, Johannesburg. (Tel. 833-5514.) (Ref. BS5006/COLL/PM/LB.)

Saak 15709/93

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

In die saak tussen **Saambou Bank Beperk,** Vonnisskuldeiser, en **Hendrik Johannes Greeff,** Vonnisskuldenaar

As gevolg van 'n vonnis van die Landdroshof, Kempton Park, en 'n lasbrief gedateer 20 Julie 1995 sal die volgende eiendom verkoop word in eksekusie op 28 September 1995 om 10:00, by die Balju Kantoor, Parkstraat 8, Kempton Park, naamlik:

Erf 517, Kempton Park-Wes, geleë te Dampad 13, Kempton Park-Wes, grootte 639 vierkante meter.

Verkoopvoorwaardes:

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

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

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

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

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

Saak 16412/95

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Witwatersrandse Plaaslike Afdeling)

In die saak tussen **ABSA Bank Beperk,** Eiser, en **Arenstein, Solly Slame,** Verweerder

Ter uitwinning van 'n vonnis van die Hooggeregshof van Suid-Afrika (Witwatersrandse Plaaslike Afdeling) in bogenoemde saak, sal 'n verkoping sonder 'n reserweprys, die prys onderhewig aan die Eiser se goedkeuring, gehou word te die kantore van die Balju te Marshallstraat 131, Johannesburg, op 28 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 13, Raumarais Park-dorpsgebied, Registrasieafdeling IR, Transvaal, en ook bekend as Homesteadstraat 53, Raumarais Park, grootte 1 903 m^2 (een nege nul drie) vierkante meter.

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

Hoofgebou: Ingangsportaal, sitkamer, eetkamer, drie slaapkamers, badkamer/toilet, stort/toilet en kombuis.

Buitegeboue: Motorhuis en badkamer/stort/toilet.

Konstruktueer: Baksteen met teël.

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

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

Gedateer te Johannesburg op hede die 22ste dag van Augustus 1995.

Rossouw, Eiser se Prokureurs, Negende Verdieping, Atkinson-huis, hoek van Eloff- en Albertstraat, Posbus 1588, Johannesburg. (Tel. 334-2727.) (Verw: Rossouw/cw/04/A8295E.)

Case 15849/95
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 **Muller, Marc,** First Execution Debtor, and **Aston, Thesna Brigid Laetitia,** Second Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office, Johannesburg East, on 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, Johannesburg East, 131 Marshall Street, Johannesburg, prior to the sale:

Certain Erf 718, situated in the Township of Kensington, Registration Division IR, Transvaal, being 8 Flora Street, Kensington, Johannesburg, measuring 495 (four hundred and ninety-five) square metres.

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

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

Ramsay, Webber & Company, Plaintiff's Attorneys, Fifth Floor, Glazo Centre, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/avb/M1167.)

Case 12473/95
PH 104

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **The Standard Bank of S.A. Ltd,** Execution Creditor, and **Kruger, Lenard Bruce,** First Execution Debtor, and **Kruger, Petro Adriana,** Second Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office, Germiston South, on 2 October 1995 at 10:00, of the undermentioned property of the Defendants on the conditions which will lie for inspection at the offices of the Sheriff, Germiston South, United Building, Third Floor, 177 President Street, Germiston, prior to the sale:

Certain Erf 51, situated in the Township of Rondebult, Registration Division IR, Transvaal, being 33 Platberg Street, Rondebult, measuring 991 (nine hundred and ninety-one) square metres.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: A detached single storey brick built residence with tiled roof, comprising kitchen, lounge/dining-room, 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, 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, Glazo Centre, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/fp/K277.)

Case 31782/94
PH 104

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **The Standard Bank of S.A. Ltd,** Execution Creditor, and **Leopeng, McKenzie Bakgethi,** First Execution Debtor, and **Leopeng, Matshediso Linda,** Second Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office, Roodepoort, on 6 October 1995 at 10:00, of the undermentioned property of the Defendants on the conditions which will lie for inspection at the Sheriff for Roodepoort's Offices, 182 Progress Road, Technicon, Roodepoort, prior to the sale:

Certain Erf 9805, situated in the Township of Dobsonville Extension 3, Registration Division IQ, Transvaal, being 9805 Msebe Street, Dobsonville Extension 3, Roodepoort, measuring 282 (two hundred and eighty-eight) square metres.

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

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

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

Dated at Johannesburg this 21st day of August 1995.

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

Case 15606/94
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 **Nel, Johan Theunis,** 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 6 October 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 759, situated in the Township of Helderkruin Extension 1, Registration Division IQ, Transvaal, being 26 Mirage Street, Helderkruin Extension 1, Roodepoort, measuring 2 313 (two thousand three hundred and thirteen) square metres.

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

Terms: 10% (ten per centum) of the purchase price in cash on the day of sale, the balance payable against registration of transfer, to be secured by a bank, 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, Glazo Centre, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/fp/N263.)

Case 11984/95

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

In the matter between **NBS Bank Limited,** Plaintiff, and **Losch: Danie Petrus,** First Defendant, and **Losch: Wilma Desire,** 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 Defendant on the conditions to be read out by the Sheriff at the time of the sale and which conditions may be inspected at the offices of the Sheriff, Brakpan, prior to the sale:

Certain Erf 1776, Dalpark Extension 6 Township, Registration Division IR, Transvaal, situated at 20 Augrabies Avenue, Dalpark Extension 6, Brakpan, measuring 1 050 (one thousand and fifty) square metres.

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

Building build of brick, plaster and paint, tiled roof comprising lounge, dining-room, tv-room, kitchen, three bedrooms, two bathrooms, shower, two w.c.'s and garage. *Outbuildings:* 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 of building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale. Auctioneer's charges, payable on the day of the sale, to be paid by the purchaser.

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

Hammond Pole & Dixon, c/o Mark Yammin, Hammond & Partners, Seventh Floor, Bedford Centre, Bedford Gardens, Bedfordview. (Tel. 917-4631.) (Ref. N00324/Mrs Kok.)

Saak 4203/95

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

In die saak tussen **Eerste Nasionale Bank van S A Beperk,** Eiser, en **Ebrahim Ismail Ebrahim,** Verweerder

Geliewe kennis te neem dat in opvolging van 'n vonnis in bogemelde aksie toegestaan op 24 April 1995, sal die ondergemelde onroerende eiendom, geregistreer in die naam van die Verweerder, sonder 'n reserweprys, deur die Balju, in eksekusie verkoop word op 28 September 1995 om 10:00:

Erf 2344, geleë in die dorpsgebied Laudium-uitbreiding 2, Registrasieafdeling JR, Transvaal, grootte 420 vierkante meter, gehou kragtens Akte van Transport T52277/1991 (die eiendom is ook beter bekend as Agrastraat 342, Laudium-uitbreiding 2).

Plek van verkoping: Die verkoping sal plaasvind te die kantore van die Balju, Pretoria-Noordwes, 607 Olivettihuis, hoek van Pretorius- en Schubartstraat, Pretoria.

Verbeterings: Die volgende verbeterings is op die eiendom aangebring alhoewel geen waarborg daartoe verskaf word nie: 'n Woonhuis van gepleisterde mure onder 'n teëldak, bestaande uit vyf slaapkamers, ingangsportaal, sitkamer, eetkamer, gesinskamer, studeerkamer, kombuis, spens, opwaskamer, twee badkamers aparte toilet, toilet met stort. *Buitegeboue* synde dubbelmotorhuis en bediendekamer.

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

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

G. van den Burg, vir Rorich Wolmarans & Luderitz Ing., Ons Eerste Volksbankgebou, Kerkplein 32, Mutuallaan, Pretoria. (Tel. 325-3933.) (Verw. VD Burg/avdp/F.9678/B1.)

Saak 2959/95

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **Eerste Nasionale Bank van SA Beperk,** Eiser, en **Suriya Abdullah,** Verweerder

Geliewe kennis te neem dat in opvolging van 'n vonnis in bogemelde aksie toegestaan op 10 Maart 1995, sal die ondergemelde onroerende eiendom, geregistreer in die naam van die Verweerder, sonder 'n reserweprys, deur die Balju, in eksekusie verkoop word op 27 September 1995 om 10:00:

Erf 377, geleë in die dorpsgebied van Erasmia, Registrasieafdeling JR, Transvaal, grootte 1 467 vierkante meter, gehou kragtens Akte van Transport T37668/94 (die eiendom is ook beter bekend as Steynbergstraat 366, Erasmia).

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

Verbeterings: Die volgende verbeterings is op die eiendom aangebring alhoewel geen waarborg daartoe verskaf word nie; 'n Woonhuis van gepleisterde mure onder 'n teëldak, bestaande uit twee slaapkamers, sitkamer, eetkamer, kombuis, waskamer, twee badkamers. *Buitegeboue:* Synde bediendekamer en dubbelmotorhuis.

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

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

G. van den Burg, vir Rorich Wolmarans & Luderitz Ing., Ons Eerste Volksbankgebou, Kerkplein 32, Mutuallaan, Pretoria. (Tel. 325-3933.) (Verw VD Burg/avdp/F.9607/B1.)

Case 100290/94

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

In the matter between **First National Bank of Southern Africa Limited,** Plaintiff, and **Mr Wenzel Deon Botha,** Defendant

Pursuant to a judgment of the above Honourable Court, dated 20 January 1995, and a warrant of execution dated 20 February 1995, the undermentioned immovable property will be sold in execution by public auction to the highest bidder on 13 October 1995 at 10:00 at the Sherrif's Office, 41A Beaconsfield Avenue, Vereeniging:

Certain Erf 5055, Extension 14, Ennerdale Township, Registration Division IQ, Transvaal, situated at 57 Mica Street, Extension 14, Ennerdale, Vereeniging.

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

Improvements: A single-storey dwelling consisting of a lounge, kitchen, three bedrooms, bathroom, shower and a toilet. Area 333 square metres, property's held under Deed of Transfer T13038/94.

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

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

R. Reichman-Israelsohn, for Israelsohn-Friedman, Plaintiff's Attorneys, Hunts Corner, 20 New Street South, P.O. Box 6467, Johannesburg. (Tel. 833-5514.) (Ref. BR4945/Coll/PM/LB.)

Saak 36135/95

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **ABSA Bank Beperk,** Eiser, en **Phillipus Lodewyk Louw,** Verweerder

Kennis word hiermee gegee dat ingevolge 'n uitspraak van bogemelde Agbare Hof in bogemelde saak op 27 Julie 1995, en ter uitvoering van 'n lasbrief vir eksekusie, sal die Balju, Pretoria-Oos, op 11 Oktober 1995 om 10:00, die ondervermelde eiendom in eksekusie verkoop te Strubenstraat 142, Pretoria, aan die hoogste bieër:

Die eiendom wat aldus te koop aangebied word, staan bekend as Shirleylaan 43, Murrayfield-Oos, Pretoria, en word omskryf as Erf 96, Murrayfield, groot 2 151 (twee een vyf een) vierkante meter, gehou kragtens Akte van Transport T54512/93.

Die eiendom bestaan na bewering, maar sonder waarborg uit ingangsportaal sitkamer, familiekamer, eetkamer, kombuis, vier slaapkamers, twee badkamers, aparte toilet, studeerkamer, waskamer, platdak, steenmure, matte en Novilon, dubbelmotorhuis, afdak bediendekamer en bediendetoilet.

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

Gemelde eiendom sal verkoop word op die voorwaardes wat uitgelees sal word deur die Balju ten tye van die verkoping, welke voorwaardes nagegaan kan word by die kantore van die Balju, Pretoria-Oos, Strubenstraat 142, Pretoria.

Geteken te Pretoria hierdie 28ste dag van Augustus 1995.

R. F. Kruse, vir Couzyn Hertzog & Horak Ing., Praetor Forumgebou, Van der Waltstaat 269, Pretoria. (Tel. 322-8780.) (Verw. T. Horak/T2252.)

Saak 75205/94

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **Stadsraad van Midrand,** Eiser, en **Bishop Samuel Sinobolo,** Eerste Verweerder, en **Ntombizodwa Martha Sinobolo,** Tweede Verweerder

Ter uitvoering van 'n vonnis van bogemelde Hof gedateer 24 April 1995, sal die ondervermelde eiendom op 11 Oktober 1995 om 10:00, deur die Balju, Pretoria-Suid, by die kantore van die Balju, Pretoria-Oos, Strubenstraat 142, Pretoria, aan die hoogste bieder geregtelik verkoop word:

Erf 302, Country View-uitbreiding 3, Registrasieafdeling JR, Transvaal, groot 875 vierkante meter, gehou kragtens Akte van Transport T72370/1991, bekend as Plumbago Place 302, Country View-uitbreiding 3.

Verbeterings (geen waarborg word in hierdie verband gegee nie): 'n Onverbeterde perseel.

Sonering: Residensieel.

Die verkoopvoorwaardes wat onmiddellik voor die verkoping gelees sal word, lê ter insae by die kantore van die Balju, Pretoria-Suid, Edenpark, Hoewe 83, hoek van Gerhardstraat en Weslaan, Lyttelton-landbouhoewes, Verwoerdburgstad, en bevat onder andere die volgende:

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

(b) Die koper moet afslaersgelde op die dag van die verkoping betaal teen 5% (vyf persent) tot 'n prys van R20 000 en daarna 3% (drie persent) tot 'n maksimum geld van R6 000 met 'n minimum van R200 plus BTW.

Geteken te Pretoria hierdie 23ste dag van Augustus 1995.

Eben Griffiths & Vennote, p.a. Wilsenach van Wyk Goosen & Bekker Ing., Sanlamsentrum 1115, Andriesstraat, Pretoria. [Tel. (012) 654-1007/654-1039.) (Verw. mnr. Griffiths/svn.)

Saak 26364/94

IN DIE LANDDROSHOF VIR DIE DISTRIK RANDBURG GEHOU TE RANDBURG

In die saak tussen **Stadsraad van Midrand,** Eiser, en **Shelley-Ann Beckley,** Verweerder

Ter uitvoering van 'n vonnis van bogemelde Hof gedateer 24 Februarie 1995, sal die ondervermelde eiendom op 12 Oktober 1995 om 10:00, deur die Balju, Sandton, voor die Landdroskantore, hoek van Jan Smutsstraat en Selkirklaan, Randburg, aan die hoogste bieder geregtelik verkoop word:

Gedeelte 387 ('n gedeelte van Gedeelte 355) van die plaas Witpoort 406, Registrasieafdeling JR, Transvaal, groot 1,0000 hektaar, gehou kragtens Akte van Transport T15741/1992, bekend as hoek van Crocus- en Lippezaneweg, Witpoort 406.

Verbeterings (geen waarborg word in hierdie verband gegee nie): 'n Onverbeterde perseel.

Sonering: Landbou.

Die verkoopvoorwaardes wat onmiddellik voor die verkoping gelees sal word, lê ter insae by die kantore van die Balju, hoek van Grayston- en Rivoniastraat, Sandton, en bevat onder andere die volgende:

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

(b) Die koper moet afslaersgelde op die dag van die verkoping betaal teen 5% (vyf persent) tot 'n prys van R20 000 en daarna 3% (drie persent) tot 'n maksimum geld van R6 000 met 'n minimum van R200 plus BTW.

Geteken te Pretoria hierdie 23ste dag van Augustus 1995.

Eben Griffiths & Vennote, p.a. Schwellnus Spies & Haasbroek, Tweede Verdieping, Randparkgebou, Doverstraat 20, Randburg. [Tel. (012) 654-1007/654-1039.) (Verw. mnr. Griffiths/svn.)

Case 10162/94

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

In the matter between **First National Bank of S.A. Ltd** (Reg. No. 05/01225/06), Plaintiff, and **Michael Adriaan Gildenhuys,** First Defendant, and **Nicolene Gildenhuys,** Second Defendant

In pursuance of a judgment in the Court for the Magistrate of Germiston, on 6 February 1995, and writ of execution issued pursuant thereto, the property listed hereunder will be sold in execution on 2 October 1995 at 10:00, at the office of Sheriff, United Building, Third Floor, 177 President Street, Germiston, to the highest bidder:

Certain Erf 191 Elspark Township, situated on 32 Ravens Street, Elspark, in the Township of Elspark, District of Germiston, measuring 1 031 (one thousand and thirty-one) 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, entrance hall, dining-room, family room, kitchen, scullery, three bedrooms, bathroom, toilet, garage, servant's room, swimming-pool 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, Germiston.

Dated at Germiston on this the 22nd day of August 1995.

Hammond Pole & Dixon Inc., Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 917-4631.) (Ref. B1099F/Mrs West.); c/o Mark Yammin Hammond & Partners, Seventh Floor, Bedford Centre, Smith Street, Bedford Gardens, Bedfordview.

Case 16879/95
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 **No. 1 Panorama Gardens (Proprietary) Limited** (No. 84/03206/07), 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 131 Marshall Street, Johannesburg, on 5 October 1995 at 10:00 of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff, Johannesburg South, 100 Sheffield Street, Turffontein, Johannesburg, prior to the sale:

Certain Section 1, as shown and more fully described on sectional Plan SS77/1991 in the building or buildings known as Panorama Gardens situated in the Township of Bassonia Extension 1, Local Authority of Johannesburg, of which the floor area, according to the said sectional plan, is 179 (one hundred and seventy-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 Certificate of Registered Sectional Title ST34442/1991 (1) (unit).

The right to the undermentioned exclusive use areas forming part of the common property and deliniated as such on Section Plan SS77/1991 in the building or buildings known as Panorama Gardens, situated in the Township of Bassonia Extension 1, Local Authority of Johannesburg.

Yard marked Y1 measuring 21 (twenty-one) square metres being part of the common property, comprising the land and building known as Panorama Gardens, situated at the Township of Bassonia Extension 1, Local Authority of Johannesburg, as shown and more fully described on Sectional Plan SS77/1991, held under Notarial Deed of Cession SK1042/1991S.

Yard marked Y2 measuring 23 (twenty-three) square metres being part of the common property, comprising the land and building known as Panorama Gardens, situated in the Township of Bassonia Extension 1, Local Authority of Johannesburg, as shown and more fully described on Sectional Plan SS77/1991, held under Notarial Deed of Cession SK1042/1991S.

Being Flat 1, Panorama Gardens, 575 Soetdoring Avenue, Bassonia Extension 1, Johannesburg.

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

A duplex flat with tiled roof, comprising kitchen, lounge/dining-room, entrance hall, separate toilet, three bedrooms, two bathrooms with outbuildings with similar construction comprising two garages, servant's room, toilet, shower and laundry. The common property comprising swimming-pool.

Terms: 10% (ten per centum) of the purchase price in cash on the day of the sale, the balance payable against registration of transfer, to be secured by a bank or building society or other acceptable guarantee to be furnished within 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 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/bt/P.216.)

Saak 650/95

IN DIE LANDDROSHOF VIR DIE DISTRIK HOËVELDRIF GEHOU TE EVANDER

In die saak tussen **ABSA Bank Beperk,** handelende as United Bank, Eiser, en **Jan Hendrik Potgieter,** Eerste Verweerder, en **Helga Francina Potgieter,** Tweede Verweerder

In opvolging van 'n vonnis toegestaan in die Landdroshof van Evander en lasbrief vir eksekusie gedateer 7 Augustus 1995 sal die eiendom hieronder genoem verkoop word in eksekusie op 26 September 1995 om 10:00 by die perseel, synde Pieter Wenningstraat 4, Secunda, aan die hoogste bieër vir kontant, naamlik:

Eiendomsbeskrywing: Ingangsportaal, sitkamer, eetkamer, kombuis, waskamer, vier slaapkamers, twee badkamers, motorhuis, bediendekwartiere en motorafdak.

Eiendom: Erf 3118, Secunda-uitbreiding 7, Registrasieafdeling IS, Transvaal, groot 1 184 (eenduisend eenhonderd vier-en-tagtig) vierkante meter, gehou kragtens Akte van Transport T12648/91, geleë te Pieter Wenningstraat 4, Secunda.

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

Die belangrikste voorwaardes daarin vervat is dat die eiendom verkoop sal word aan die hoogste bieër vir kontant.

Gedateer te Secunda op 23 Augustus 1995.

J. Jacobs, vir Cronje, De Waal & Van der Merwe, Eerste Verdieping, Unitedgebou, Posbus 48, Secunda, 2302. (Verw. Jacobs/emcd/A.847.)

Saak 6262/94

IN DIE LANDDROSHOF VIR DIE DISTRIK PIETERSBURG GEHOU TE PIETERSBURG

In die saak tussen **ABSA Bank,** Eksekusieskuldeiser, en **Counter Control BK,** Eerste Eksekusieskuldenaar, en **Kevin Eric du Toit,** Tweede Eksekusieskuldenaar

Ten uitvoer van 'n vonnis wat die Landdros van Pietersburg toegestaan het op 11 Julie 1995 en 'n lasbrief vir eksekusie uitgereik in opvolging daarvan, sal die ondergemelde eiendom in eksekusie verkoop word op 6 Oktober 1995 om 10:00 by die Landdroskantore, Pietersburg, aan die hoogste bieder, naamlik:

Erf 89, in die dorp Welgelegen, Registrasieafdeling LS, Noordelike Provinsie, groot 1 518 (eenduisend vyfhonderd-en-agtien) vierkante meter, gehou kragtens Akte van Transport T9436/94.

Die eiendom kan omskrywe word soos volg:

Woonhuis geleë te Generaal Kritzingerstraat 45, Welgelegen, Pietersburg, gebou van steen en bestaan uit sitkamer, eetkamer, woonkamer, studeerkamer, vier slaapkamers, twee badkamers, kombuis, opwas en twee motorhuise.

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

Geteken te Pietersburg op die 17de dag van Augustus 1995.

W. A. H. Nel, vir Steytler Nel & Calitz, Eerste Verdieping, Pioniersentrum, Marestraat 52, Pietersburg. (Verw. mnr. Nel/LF/ANA239.)

Case 33157/91

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **First National Bank of S A Limited,** Plaintiff, and **AAB Incorporated CC,** First Defendant, **AAB, W R,** Second Defendant and **AAB, I S,** Third Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of the Sheriff, Boksburg, at 182 Leeupoort Street, Boksburg, on Friday, 29 September 1995 at 11:15, of the undermentioned property of the Second 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 Holding 61, Mapleton Agricultural Holdings, Registration Division IR, Transvaal (now PWV Gauteng), measuring 2,5696 hectares, held by Deed of Transfer T16935/1985.

Improvements (not guaranteed): Four bedroomed house with bathroom and usual outbuildings.

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

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

Dated at Alberton on this 23rd day of August 1995.

S. N. Naudé, for S. J. Naudé & Klopper, Attorneys for Plaintiff, 42 Van Riebeeck Avenue, P.O. Box 34, Alberton (DX 11), c/o Docex, The Markate, 84 President Street, Johannesburg. (Tel. 907-2730/6.) (Ref. S. N. Naudé/pb.)

Case 7368/95

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **NBS Bank Limited,** Plaintiff, and **Jan Johannes Jacobus du Randt,** First Defendant, and **Heleen du Randt,** Second Defendant

Sale in execution to be held at 8 Park Street, Kempton Park, on 28 September 1995 at 10:00, of:

Certain Portion 14 of Erf 576, in the Township Clayville Extension 7, Registration Division JR, Transvaal, measuring 1 379 square metres, held by virtue of Deed of Transfer T45357/86, the property is known as 8 Major Street, Clayville East Extension 7.

Improvements comprise: Dwelling single storey, tiled roof, fitted carpets, novilon, lounge, dining-room, kitchen, three bedrooms, two bathrooms, two w.c.'s, garage, w.c. and boundary, concrete walls and paving.

A substantial building society bond can be arranged for an approved purchaser.

Terms: 10% (ten per cent) on day of the sale and the balance against transfer to be secured by an approved guarantee to furnish within 21 (twenty-one) days after the date of sale.

Conditions of sale can be inspected at the offices of the Deputy Sheriff, Kempton Park South.

C. G. Stolp, for Solomon Nicolson Rein & Verster Inc., Seventh Floor, NBS Building, 259 Pretorius Street, Pretoria; P.O. Box 161 or 645, Pretoria, 0001. (Ref. Mr Stolp/rh/M1290.)

Saak 13062/94

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **ABSA Bank Beperk,** handeldrywende as Allied Bank, Eiser, en **Botes Willem Hendrik,** 5108115020006, Verweerder

'n Openbare veiling sonder 'n reserwe prys sal deur die Balju Suid te Strubenstraat 142, Pretoria, op 27 September 1995 om 10:00, volgens voorwaardes wat nou by die kantore van die Balju, Suid te Edenpark, Hoewe 83, hoek van Gerhardstraat en Weslaan, Verwoerdburg, Pretoria, ter insae lê en wat ten tye van die veiling voorgelees sal word, van die volgende eiendom:

Erf 1366, geleë in die dorp Valhalla, Registrasieafdeling JR, Transvaal, groot 1 740 (eenduisend sewehonderd en veertig) vierkante meter, gehou kragtens Akte van Transport T43576/93.

Hierdie eiendom is geleë te 30 Kneenstraat, Valhalla, Pretoria.

Die volgende verbeterings op die eiendom aangebring: Sitkamer, eetkamer, kombuis, vier slaapkamers, twee badkamers en studeerkamer. *Konstruksie:* Mure - baksteen, dak - yster, plafon - herculite, vloer - vinyl teëls en matte, kaste - ingebou en warmwater sisteem. *Buitegeboue:* Dubbel motorhuis en toilet.

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

Terme:

1. Die eiendom word verkoop sonder reserweprys.

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

3. Die koper betaal die Balju se kommissie.

4. Die eiendom word voetstoots verkoop.

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

E. J. J. Geyser, vir Rooth & Wessels, Tweede Verdieping, Eerste Nasionale Bankgebou, Kerkplein, Pretoria. (Tel. 325-2940.) (Verw. Geyser/mev. Mare/A1285.)

Case 8841/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **NBS Bank Limited,** Plaintiff, and **Ngwenya Thembinkosi Piet,** First Defendant, and **Ngwenya Busisiwe Pristia,** 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 10 August 1994, will be sold in execution on Wednesday, 27 September 1995 at 14:30, at the offices of the Sheriff of the Supreme Court, Lochner Park, Block D, First Floor, corner of Richard and Suttie Drive, Halfway House, to the highest bidder:

Site 1232, Alexandra Extension 5 Township, Registration Division IR, Transvaal, in extent 140 (one hundred and fourty) square metres, situated at 1232 21st Avenue, Alexandra Gardens, Alexandra Extension 5, Johannesburg.

The following improvements are reported to be on the property, but nothing is guaranteed: Residence, single-storey dwelling, detached. *Walls:* Brick, plaster and paint. *Roof:* Tile. *Floor:* Novilon tiles. *Rooms:* Lounge, dining-room, kitchen, two bedrooms, bathroom and toilet. *Outbuildings:* None. *Boundary:* Fenced. *Improvements:* Security and grilldoors.

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, Lochner Park, Block D, First Floor, corner of Richard and Suttie Drives, Halfway House, 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/1048.) (Docex: DX.571.)

Case 2482/94

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

In the matter between **ABSA Bank Limited** (United Bank Division) (Reg. No. 86/04794/06), Plaintiff, and **Douglas Caud Turner,** First Defendant, and **Dorothy Elizabeth Turner,** Second Defendant

In pursuance of a judgment in the Court for the Magistrate of Benoni on 30 March 1995 and writ of execution issued pursuant thereto the property listed hereunder will be sold in execution and by public auction, on 4 October 1995 at 11:00, at the property namely:

Certain Erf 5381, Northmead Extension 4 Township, situated at 60 Aster Street, Northmead Extension 4, District of Benoni, measuring 1 083 (one thousand and eighty-three) square metres.

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

Building built of brick and plaster, metal roof comprising a lounge, dining-room, kitchen, four bedrooms, bathroom, w/c, garage, carport, swimming-pool and covered porch.

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

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

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

Hammond Pole & Dixon Inc., Attorney for Plaintiff, 75 Elston Avenue, Benoni. (Tel. 917-4631.) (Ref. Mrs Whitson/U00164.)

Case 17635/95
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 **Tandy, David Bruce,** 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 3 October 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 1140, situated in the Township of Roodekop, Registration Division IR, Transvaal, being 32 Agapantus Street, Roodekop, Alberton.

Measuring: 850 (eight 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 building residence with tiled roof, comprising kitchen, lounge/dining-room, two bedrooms, bathroom with outbuildings with similar construction comprising of a garage, servant's room, toilet and swimming-pool.

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

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

Dated at Johannesburg on this 22nd 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/T232.)

Case 17898/95
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 **Nuembe, Lucas Patrick,** 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 3 October 1995 at 10:00, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff, Alberton, First Floor, Terrace Building, Terrace Street, New Redruth, Alberton, and at the Magistrate's Court, prior to the sale:

Certain: All right, title and interest in the leasehold in respect of Erf 10931 (previously known as Erf 260), situated in the township of Tokoza Extension 2, Registration Division IR, Transvaal, being 10931 (previously known as 260), Tokoza Extension 2, Katlehong.

Measuring: 268 (two hundred and sixty-eight) square metres.

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

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

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

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

Dated at Johannesburg on this 22nd 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/N367.)

Case 15995/95
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 **Collins, James Robert Graham,** First Execution Debtor, and **Collins, Nicola,** 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 5 October 1995 at 10:00, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff, Johannesburg South, 100 Sheffield Street, Turffontein, Johannesburg, prior to the sale:

Certain: Erf 3079, situated in the Township of Glenvista Extension 6, Registration Division IR, Transvaal, being 32 Edward Street, Glenvista Extension 6, Johannesburg.

Measuring: 1 576 (one thousand five hundred and seventy-six) square metres.

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

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

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

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

Dated at Johannesburg on this 22nd 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.369.)

Saak 12176/95

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 **Lucas Johannes Bartel Luus,** Eerste Verweerder, en **Erina Siena Luus,** Tweede Verweerder

Ten uitvoerlegging van 'n vonnis van bogemelde Hof en 'n lasbrief vir eksekusie word die volgende eiendom in eksekusie verkoop op Vrydag, 29 September 1995 om 10:00, deur die Balju vir die Hooggeregshof, Witrivier, gehou te die Balju se Kantore, plaas Latwai, Rocky Drift, distrik Witrivier (Mpumalanga), aan die hoogste bieder:

Erf 289, Kingsview-uitbreiding 2-dorpsgebied, Registrasieafdeling JU, Oos-Transvaal (Mpumalanga), groot 848 vierkante meter, gehou kragtens Akte van Transport T89535/94.

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

Straatadres: Diamantstraat 40, Kingsview-uitbreiding 2, Witrivier.

Verbeterings: Teëldakwoonhuis met ingangspotaal, sitkamer, eetkamer, kombuis, drie slaapkamers, badkamer met stort en toilet, aparte toilet, garage met motorafdak en buitetoilet.

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, Witrivier, plaas Latwai, Rocky Drift, distrik Witrivier.

Gedateer te Pretoria hierdie 28ste 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/Z9555/95/BVDM.)

Saak 10499/95

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 **Charles Croucamp,** Verweerder

Ten uitvoerlegging van 'n vonnis van bogemelde Hof en 'n lasbrief vir eksekusie word die volgende eiendom in eksekusie verkoop op Vrydag, 29 September 1995 om 09:00, deur die Balju vir die Hooggeregshof, Nigel, gehou voor die Landdroskantoor, Kerkstraat, Nigel, aan die hoogste bieder:

Erf 203, geleë in die dorp Jameson Park, Registrasieafdeling IR, provinsie Gauteng, groot 1 983 vierkante meter, gehou kragtens Akte van Transport T38180/1992.

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

Straatadres: McLenenstraat 203, Jameson Park, Nigel.

Verbeterings: Woonhuis met teëldak, sitkamer, kombuis, drie slaapkamers, badkamer met toilet, twee garages, steenmuuromheining, buitebadkamer met toilet en kantoor, steenplaveisel, lapa en braai.

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, Nigel, te Kerkstraat 69, Nigel.

Gedateer te Pretoria hierdie 28ste 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/Z9543/95/BVDM.)

Case 9910/94
PH 135

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ESKOM Finance Company (Proprietary) Limited,** Plaintiff, and **Cele, Sipho Mandla,** Defendant

1. In the execution of the judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without a reserve price will be held at the office of the Sheriff of the Supreme Court, 131 Marshall Street, Johannesburg, on 28 September 1995 at 10:00, on the conditions read out by the auctioneer at the office of the Sheriff of the Supreme Court, 131 Marshall Street, Johannesburg, prior to the sale, of the undermentioned property siuated at Flat 502, Senator Towers (Unit 37), 25 Hancock Street, Joubertpark, being:

(a) Section 37, as shown and more fully described on Sectional Plan SS103/1981, in the building or buildings known as Senator Towers, situated at Joubertpark Township, in the Local Authority of The Greater Johannesburg Transitional Metropolitan Council, of which the floor area, according to the said sectional plan is 78 (seventy-eight) square metres, in extent; and

(b) an undivided share in the common property in the land and buildings, as shown and more fully described on the said sectional plan, apportioned to the said section in accordance with the participation quota of the said section, held under Certificate of Registered Sectional Title ST103/1981 (37) (Unit), which is zoned as Residential and consists of (not guaranteed): A dwelling: Entrance hall, lounge, study, kitchen, bathroom, bedroom and w.c.

2. *Terms:*

2.1 10% (ten per centum) of the purchase price in cash on the day of the sale, the balance and interest on the full purchase price at current 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.

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

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

2.2.2 minimum charges R200 (two hundred rand).

Dated at Johannesburg on this the 28th day of August 1995.

A. Lamprecht, for Hofmeyr Inc., Attorneys for Plaintiff, Fourth Floor, Forum II, Braampark, 33 Hoofd Street, Private Bag X1000, Braamfontein. (Ref. Mr Treisman/Mrs Slabber.)

Case 1339/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **Eastern Province Building Society,** Plaintiff, and **Geoffrey Edward Pelger,** 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 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 and which conditions may be inspected at the offices of the Sheriff, prior to the sale:

Erf 100, Clubview Township, Registration Division JR, Transvaal (also known as 70 Cambridge Road, Clubview, Pretoria), measuring 1 983 (one thousand nine hundred and eighty-three) square metres, held under Deed of Transfer T63341/92, subject to the terms and conditions therein and more especially subject to the reservation of mineral rights.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: Dwelling consisting of two lounges, study, kitchen, four bedrooms, three bathrooms, two showers/w.c., separate w.c., garage, carport, laundry, servants' quarters with w.c. and store-room.

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

Dated at Pretoria this 28th day of August 1995.

E. M. Eybers, for Adams & Adams, Shorburg, 429 Church Street, Pretoria. [Tel. (012) 320-8500.] (Ref. EME/ep S101/94.)

Saak 1085/91

IN DIE LANDDROSHOF VIR DIE DISTRIK VEREENIGING GEHOU TE VEREENIGING

In die saak tussen **Santambank 'n Divisie van Bankorp Beperk,** Eiser, en **F. Laubscher,** Verweerder

Ingevolge 'n uitspraak van bogemelde Agbare Hof en 'n lasbrief vir eksekusie gedateer 12 Desember 1991, sal die volgende onroerende eiendom, wat uitwinbaar verklaar is, in eksekusie verkoop word op Vrydag, 6 Oktober 1995 om 10:00, by die Balju van die Landdroshof, Beaconsfieldlaan 41A, Vereeniging:

Sekere Erf 30, Springcol-dorpsgebied, groot 917 vierkante meter.

Verkoopvoorwaardes:

1. Die eiendom sal verkoop word aan die hoogste bieder en die verkoping sal onderworpe wees aan die bepalings van artikel 66 van die Landdroshofwet, No. 32 van 1994, soos gewysig en die regte van verbandhouers en ander preferente skuldeisers.

2. *Die koopprys sal betaalbaar wees soos volg:*

(a) 10% (tien persent) van die koopprys in kontant op die dag van verkoping of deur middel van 'n erkende bank-of bouverenigingwaarborg gelewer op die dag van die verkoping, welke waarborg betaalbaar moet wees teen registrasie van transport in die naam van die koper, vry van kommissie te Vereeniging.

(b) Die balans is betaalbaar in kontant binne veertien dae (14) vanaf die datum van verkoping of deur middel van 'n erkende bank- of bouverenigingwaarborg gelewer te word binne veertien dae (14) na die dag van die verkoping en welke waarborg vry van kommissie aan die Balju van die Landdroshof te Vereeniging, 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 van die Landdroshof te Vereeniging, en by die Eiser se prokureur en sal deur die afslaer voor die verkoping uitgelees word.

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

Geteken te Vereeniging hierdie 23ste dag van Augustus 1995.

M. P. Coetzer, vir De Klerk, Vermaak & Vennote, Overvaalgebou, Krugerlaan, Vereeniging, 1930.

Saak 1952/95

IN DIE LANDDROSHOF VIR DIE DISTRIK HOEVELDRIF GEHOU TE EVANDER

In die saak tussen **ABSA Bank Beperk,** Eiser, en **F. J. Jooste,** Eerste Verweerder, en **V. Jooste,** Tweede Verweerder

Ter uitwinning van 'n vonnis en 'n lasbrief vir eksekusie uitgereik en behoorlik daartoe gelas deur die Eksekusieskuldeiser, sal die ondervermelde eiendom op 26 September 1995 om 12:00 te die ondervermelde perseel deur Cronje De Waal & Van der Merwe Afslaers BK, aan die hoogste bieder geregtelik verkoop word, naamlik:

Sekere Erf 6626, Uitbreiding 20, Secunda, Registrasieafdeling IS, Transvaal, groot 1 089 (een nul agt nege) vierkante meter, bekend as Kowynstraat 2, Secunda.

Belangrike voorwaardes van verkoping: 10% (tien persent) deposito van die totale koopprys plus 5% (vyf persent) op die eerste R20 000 plus 3% (drie persent) op die balans van die koopprys, met 'n maksimum van R6 000 van die eiendom, afslaerskoste in kontant of by wyse van 'n bankgewaarborgde tjek, by die toestaan van die bod en die balans koopprys binne 30 (dertig) dae na datum van verkoping. 14% B.T.W. is betaalbaar op afslaerskommissie.

Die volgende verbeterings word beweer maar nie gewaarborg nie: Kombuis, sitkamer, studeerkamer, T.V. kamer, twee badkamers, vier slaapkamers, eetkamer en twee toilette.

Alle verkoopvoorwaardes wat deur Cronje, De Waal & Van der Merwe Afslaers BK, net voor die verkoping uitgelees word, is in hul kantoor te United Permgebou, Eerste Verdieping, Secunda, asook die Baljukantore, Cornellstraat 21, Evander, gedurende normale kantoorure ter insae beskikbaar.

Gedateer te Secunda op hede hierdie 28ste dag van Augustus 1995.

Vos Viljoen & Becker, Eerste Verdieping, S.A. Permgebou, Posbus 1750, Secunda. [Tel. (0136) 31-2550.]

VERKOPING IN EKSEKUSIE

Sal gehou word te Balju, Lochstraat 51, Meyerton, op Donderdag, 28 September 1995 om 10:00:

Eksekusieskuldeiser: **Noordelike Vaal Metropolitaanse Substruktuur,** voorheen Stadsraad van Randvaal.

Die hiernagenoemde eiendomme sal individueel te koop aangebied word, die wesentlike verkoopvoorwaardes synde:

(a) Geen waarborg of onderneming word gegee met betrekking tot die aard van die verbeteringe nie.

(b) Die verkoping moet per Openbare Veiling, sonder reserwes en voetstoots geskied.

(c) Die koper moet onmiddellik na die verkoping die verkoopvoorwaardes wat by die kantoor van die Balju, Lochstraat 51, Meyerton, ter insae lê, onderteken.

(d) Die koper moet alle bedrae wat nodig is om oordrag van die eiendom te bewerkstellig, insluitende alle oordragskostes, oordragbelasting, belasting, munisipale belasting, lisensies, sanitêre gelde, rente en Belasting op Toegevoegde Waarde (indien van toepassing) betaal.

(e) 10% (tien persent) van die koopprys moet as 'n deposito daarvan betaal word of indien die koopprys minder is as R10 000, dan is die totale koopprys, tesame met die veilingkostes van die Balju van die Landdroshof synde 4% (vier persent) van die verkoopprys en Belasting op toegevoegde Waarde (indien van toepassing) beide onmiddellik na die verkoping, in kontant of per bankgewaarborgde tjek, betaalbaar en die onbetaalde balans van die koopprys tesame met rente op die voorkeurskuldeiser se eise soos uiteengesit in reël 43 (7) (a) van die Hofreëls moet vanaf die datum van die verkoping tot datum van betaling deur 'n bank- of bouverenigingwaarborg binne 14 (veertien) dae vanaf die datum van verkoping, betaal of gesekureer word.

(f) Die eiendom moet onderhwig aan enige huurkontrak of ander saaklike reg in rangorde volgens die vonnisskuldeiser se verband verkoop word, andersins moet die eiendom sonder enige sodanige huurkontrak of ander saaklike reg verkoop word. Indien die Eksekusieskuldeiser die koper is, moet die eiendom sonder enige huur verkoop word. Die koper se reg tot okkupasie moet slegs teen die okkupant uitvoerbaar wees.

(g) By gebreke aan voldoening aan die bepalings van die verkoopvoorwaardes, moet die koper die deposito waarna verwys in (e) hierbo verbeur ten gunste van die Eksekusieskuldeiser, sonder benadeling van enige eis teen hom vir skadevergoeding, so nie sal die Eksekusieskuldeiser geregtig wees om die verkoping af te dwing.

Saak 352/95

Vonnisskuldenaar: **Brendan Lagan & Tracey Elistine Lagan.**

Eiendom: Erf 716, Gedeelte 5, Witkop, Registrasieafdeling IR, Transvaal, grootte 1 559 vierkante meter, gehou kragtens T23173/1993, ook bekend as Kroonarendweg 716/5, Witkop.

Beskrywing: Onverbeterde eiendom.

Sonering: Residensieel.

Saak 382/95

Vonnisskuldenaar: **William Palmer Femming.**

Eiendom: Erf 104, Henley-on-Klip, Registrasieafdeling IR, Transvaal, grootte 2 032 vierkante meter, gehou kragtens T10592/86, ook bekend as 104 Rugby Road, Henley-on-Klip.

Beskrywing: Onverbeterde perseel.

Sonering: Residensieel.

Saak 986/94

Vonnisskuldenaar: **Victor Michael Downey.**

Eiendom: Erf 1167, Henley-on-Klip, Registrasieafdeling IR, Transvaal, grootte 5 985 vierkante meter, gehou kragtens T32843/58, ook bekend as Winchesterweg 1167, Henley-on-Klip.

Beskrywing: Onverbeterde perseel.

Sonering: Residensieel.

Saak 2019/94

Vonnisskuldenaar: **Benjamin de Wet.**

Eiendom: Erf 646, Witkop, Registrasieafdeling IR, Transvaal, grootte 2 552 vierkante meter, gehou kragtens T42496/88, ook bekend as Visarendstraat 646, Witkop.

Beskrywing: Onverbeterde perseel.

Sonering: Residensieel.

Saak 2014/94

Vonnisskuldenaar: **Martha Magrieta Botha.**

Eiendom: Erf 681, Henley-on-Klip, Registrasieafdeling IR, Transvaal, grootte 4 064 vierkante meter, gehou kragtens T55019/93, ook bekend as Burnhamweg 681, Henley-on-Klip.

Beskrywing: Slaapkamer, 1½ geriewe, dubbelmotorhuis en grasdak.

Sonering: Residensieel.

Saak 1648/94

Vonnisskuldenaar: **Henry Patrick Adamson.**

Eiendom: Erf 1820, Henley-on-Klip, Registrasieafdeling IR, Transvaal, grootte 1,3340 hektaar, gehou kragtens T83689/91, ook bekend as Rugbyweg 1820, Henley-on-Klip.

Beskrywing: Onverbeterde perseel.

Sonering: Residensieel.

Saak 1552/93

Vonnisskuldenaar: **Grant William Duncan.**

Eiendom: Erf 1361, Henley-on-Klip, Registrasieafdeling IR, Transvaal, grootte 2 032 vierkante meter, gehou kragtens T14070/84, ook bekend as Iffleyweg 1361, Henley-on-Klip.

Beskrywing: Onverbeterde perseel.

Sonering: Residensieel.

Gedateer te Meyerton hierdie 25ste dag van Augustus 1995.

A. W. J. Everson, Eksekusieskuldeiser, Noordelike Vaal Metropolitaanse Substruktuur, voorheen Stadsraad van Randvaal, Rooibokstraat 56, Highbury, Posbus 555, Randvaal. [Tel. (016) 66-0323.] (Verw. mev. Wagner.)

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Witwatersrandse Plaaslike Afdeling)

In die saak tussen **Unibank Limited,** Eiser, en **Masia, Civanni Cavino,** Verweerder

Ter uitwinning van 'n vonnis van die bogemelde Agbare Hof gedateer 8 Mei 1995, sal 'n verkoping met 'n reserweprys van R297 299,46 gehou word op 21 September 1995 om 10:00, deur die Balju van die Hooggeregshof, Johannesburg-Suid, te Marshallstraat 131, Johannesburg, van die ondervermelde eiendom van die Verweerder op die voorwaardes wat deur die Venduafslaer gelees sal word ten tye van die verkoping:

Woning met teëldak, kombuis, twee slaapkamers, badkamer, toilet, stoorkamer, eetkamer, T.V. en snoekerkamer, dubbelmotorhuis, motorafdak, twee bediendekamers, swembad, plaveisel, omheining, kelder, ekstra kamer, waskamer, sauna en stort, boorgat, lapa en stoepe.

Voorwaardes: 10% (tien persent) van die koopprys as deposito in kontant op die dag van die verkoping en ten opsigte van die balans betaalbaar met registrasie van oordrag moet 'n bank of bougenootskap of ander aanvaarbare waarborg binne 30 dae vanaf datum van verkoping verskaf word.

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

Geteken te Johannesburg hierdie 25ste dag van Augustus 1995.

G. Venter, Eiser se Prokureur, Derde Verdieping, Mansionhuis, Markstraat 132, Johannesburg. (Tel. 337-3542.) (Verw. G. Venter/TV/U740.)

Case 1911/94
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 **Stewart, Terrance Edward,** First Execution Debtor, and **Stewart, Natasha,** 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 6 October 1995 at 10:00, of the undermentioned property of the Defendants on the conditions which will lie for inspection at the Sheriff for Roodepoort's Office, 182 Progress Road, Technicon, Roodepoort, prior to the sale:

Certain Erf 1066, situated in the Township of Lindhaven Extension 4, Registration Division IQ, Transvaal, being 349 Pierre Simond Street, Lindhaven Extension 4, Roodepoort, measuring 768 (seven hundred and sixty-eight) square metres.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: A detached single storey brick built residence with tiled roof, comprising kitchen, lounge/dining-room, 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 28th 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.512.)

Case 18288/95
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 **Thibile, Isaac Hendrick,** 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 3 October 1995 at 10:00, of the undermentioned property of the Defendants on the conditions which will lie for inspection at the offices of the Sheriff, Alberton, First Floor, Terrace Building, Terrace Street, New Redruth, Alberton, and at the Magistrate's Court, prior to the sale:

Certain Erf 3004, situated in the Township of Likole Extension 1, Registration Division IR, Transvaal, being 3004 Likole Extension 1, Katlehong, measuring 200 (two hundred) square metres.

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

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

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

Dated at Johannesburg this 28th 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/T235.)

Case 2184/92

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

In the matter between **Nedperm Bank Limited,** Plaintiff, and **Charles Peter Patel,** First Defendant, and **Silvia Dikeledi Patel,** Second Defendant

On 29 September 1995 at 11:15, the undermentioned property will be sold in execution at the Sheriff's Offices, 182 Leeuwpoort Street, Boksburg:

Certain Erf 105, Delmore Park Extension 2, Registration Division IR, The Province of Gauteng, situated at 26 Bonitto Crescent, Delmore Park Extension 2.

Improvement: Detached single-storey brick residence consisting of two bedrooms, 1½ bathrooms, lounge and kitchen.

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

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

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

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

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

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

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

C. M. Klinkert, for Tuckers Inc., Permanent Building, Commissioner Street, Boksburg. (Tel. 892-3400.) (Ref. Mrs Pinheiro/H321.)

Case 128/95

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Tusini Jonas Mahlangu,** Defendant

Notice is hereby given that on 29 September 1995 at 09:00, the undermentioned property will be sold by public auction at the Magistrate's Court, Begeman Street, Heidelberg, pursuant to a judgment in this matter granted by the above Honourable Court, on 1 February 1995, namely:

Certain Erf 3251, Heidelberg Extension 16, Registration Division IR, the Province of Gauteng, situated at 8 Sutlej Avenue, Heidelberg Extension 16.

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

The full conditions of sale may be inspected at the offices of the Sheriff, Heidelberg.

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

Tuckers Inc., Second Floor, Permanent Building, 312 Commissioner Street, Boksburg. (Tel. 892-3400.) (Ref. Mrs L. Pinheiro/H01982.)

Case 3050/92

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

In the matter between **United Bank Limited,** Plaintiff, and **Elphas Mabuza,** First Defendant, and **Duduzile Handrieta Mabuza,** Second Defendant

A sale in execution of the property described hereunder will take place on 11 October 1995 at 10:00, at the offices of the Sheriff of the Magistrate's Court, Alberton, Johria Court, 4 Du Plessis Street, Florentia, Alberton:

All right, title and interest in the leasehold in respect of Erf 8570, Tokoza Township, measuring 355 (three hundred and fifty-five) square metres, property known as Stand 8570, Tokoza.

Residence comprising lounge, two bedrooms, bathroom/w.c., separate w.c. and kitchen (hereinafter called the right of leasehold).

A bond can be arrange for an approved purchaser.

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

Signed and dated at Alberton on this the 22nd day of August 1995.

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

Case 2341/92

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

In the matter between **United Bank Limited,** Plaintiff, and **Tiisetso Aaron Tshabalala,** First Defendant, and **Paulina Tshabalala,** Second Defendant

A sale in execution of the property described hereunder will take place on 11 October 1995 at 10:00, at the offices of the Sheriff of the Magistrate's Court, Alberton, Johria Court, 4 Du Plessis Street, Florentia, Alberton:

All right, title and interest in the leasehold in respect of Erf 555, Tokoza Extension 2 Township, measuring 225 (two hundred and twenty-five) square metres, property known as Stand 555, Tokoza Extension 2.

Residence comprising lounge, two bedrooms, bathroom/w.c. and kitchen (hereinafter called the right of leasehold).

A bond can be arrange for an approved purchaser.

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

Signed and dated at Alberton on this the 22nd day of August 1995.

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

Case 5808/91

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

In the matter between **United Bank Limited,** Plaintiff, and **Libusa Alphios Msimango,** First Defendant, and **Gabisile Emmah Msimango,** Second Defendant

A sale in execution of the property described hereunder will take place on 11 October 1995 at 10:00, at the offices of the Sheriff of the Magistrate's Court, Alberton, Johria Court, 4 Du Plessis Street, Florentia, Alberton:

All right, title and interest in the leasehold in respect of Erf 9588, Tokoza Extension 2 Township, measuring 310 (three hundred and ten) square metres, property known as Stand 9588, Tokoza Extension 2.

Residence comprising lounge, two bedrooms, bathroom, separate w.c. and kitchen (hereinafter called the right of leasehold).

A bond can be arrange for an approved purchaser.

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

Signed and dated at Alberton on this the 22nd day of August 1995.

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

Case 8823/91

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

In the matter between **United Bank Limited,** Plaintiff, and **Oupa Solomon Motaung,** First Defendant, and **Mosundwa Elsie Motaung,** Second Defendant

A sale in execution of the property described hereunder will take place on 11 October 1995 at 10:00, at the offices of the Sheriff of the Magistrate's Court, Alberton, Johria Court, 4 Du Plessis Street, Florentia, Alberton:

All right, title and interest in the leasehold in respect of Erf 8473, Tokoza Township, measuring 345 (three hundred and forty-five) square metres, property known as Stand 8473, Tokoza.

Residence comprising lounge, two bedrooms, bathroom/w.c. and kitchen (hereinafter called the right of leasehold).

A bond can be arrange for an approved purchaser.

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

Signed and dated at Alberton on this the 22nd day of August 1995.

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

Case 9627/91

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

In the matter between **United Bank Limited,** Plaintiff, and **Albert Bonginkosi Nkosi,** Defendant

A sale in execution of the property described hereunder will take place on 11 October 1995 at 10:00, at the offices of the Sheriff of the Magistrate's Court, Alberton, Johria Court, 4 Du Plessis Street, Florentia, Alberton:

All right, title and interest in the leasehold in respect of Erf 563, Tokoza Extension 2 Township, measuring 216 (two hundred and sixteen) square metres, property known as Stand 563, Tokoza Extension 2.

Residence comprising lounge, two bedrooms, bathroom/w.c. and kitchen (hereinafter called the right of leasehold).

A bond can be arrange for an approved purchaser.

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

Signed and dated at Alberton on this the 22nd day of August 1995.

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

Case 7276/91

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

In the matter between **United Bank Limited,** Plaintiff, and **Hlopheka Wilson Baloyi,** First Defendant, and **Theresa Baloyi,** Second Defendant

A sale in execution of the property described hereunder will take place on 11 October 1995 at 10:00, at the offices of the Sheriff of the Magistrate's Court, Alberton, Johria Court, 4 Du Plessis Street, Florentia, Alberton:

All right, title and interest in the leasehold in respect of Erf 775, Tokoza Extension 2 Township, measuring 225 (two hundred and twenty-five) square metres, property known as Stand 775, Tokoza Extension 2.

Residence comprising lounge, two bedrooms, bathroom/w.c., seperate w.c. and kitchen (hereinafter called the right of leasehold).

A bond can be arrange for an approved purchaser.

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

Signed and dated at Alberton on this the 22nd day of August 1995.

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

Saak 700/92

IN DIE LANDDROSHOF VIR DIE DISTRIK ERMELO GEHOU TE ERMELO

In die saak tussen **Ermelo Stadsraad,** Eiser, en **F. J. King,** Verweerder

Ingevolge 'n vonnis gelewer op 14 Augustus 1992 in die Ermelo Landdroshof en 'n lasbrief vir eksekusie daarna uitgereik word die eiendom hieronder beskryf in eksekusie verkoop op Vrydag, 29 September 1995 om 10:00, voor die Landdroskantoor, Jan van Riebeeckstraat, Ermelo, aan die hoogste bieër, met geen reserweprys:

Beskrywing: Erf 142, geleë in die dorp New Ermelo, ook bekend as Amsterdamlaan 142, geleë op die hoek van Amsterdamlaan en Karlestraat, New Ermelo, Ermelo, Registrasieafdeling IT, Transvaal, groot 3 965 (drieduisend negehonderd-vyf-en-sestig) vierkante meter, gehou kragtens Akte van Transport T45752/1974.

Die volgende inligting word gegee, maar nie gewaarborg nie:

Verbeterings: Geen.

Die voorgenoemde geregtelike verkoping sal onderhewig wees aan die voorwaardes van die verkoping wat geïnspekteer kan word by die kantore van die Balju van die Landdroshof, te hoek van De Clercq- en Jan van Riebeeckstraat, Ermelo.

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

P. A. Stoffberg, vir G. F. Botha & Van Dyk, G. F. Botha & Van Dykgebou, Joubertstraat, Ermelo. (Verw. mnr. T. van Dyk/ps/Z.4159.)

Case 13909/95

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Karel Cornelius Botes,** First Defendant, and **Marie Antoinette Botes,** Second Defendant

A sale in execution of the undermentioned property is to be held without reserve at the Sheriff Vereeniging, offices of Deklerk, Vermaak & Partners, Overvaal Building, 25 Kruger Avenue, Vereeniging on Thursday, 5 October 1995 at 10:00:

Property: Portion 1 of Erf 244, Vereeniging Township, Registration Division IQ, Transvaal, known as 77 Hofmeyer Avenue, Vereeniging.

Improvements: Two bedrooms, kitchen, lounge and bathroom.

Full conditions of sale can be inspected at the Sheriff, Vereeniging, at the above address and will be read out prior to the sale.

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

Hack Stupel & Ross, Attorneys for the Plaintiff, P.O. Box 2000, Pretoria. [Tel. (012) 325-4185.] (Ref. Mr B. du Plooy/LVDM/GT2569.)

Case 14204/95

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Hendrik Joseph Kapp,** First Defendant, and **Gesina Adriana Kapp,** Second Defendant

A sale in execution of the undermentioned property is to be held without reserve at Erf 2609, Secunda Extension 6, known as 18 Kmdt Van Graan Street, Secunda on Wednesday, 11 October 1995 at 10:00:

Property: Erf 2609, Secunda Extension 6 Township, Registration Division IS, Transvaal.

Improvements: Single storey, three bedrooms, kitchen, lounge, family room, bathroom, dining-room, study and garage.

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

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

Hack Stupel & Ross, Attorneys for the Plaintiff, P.O. Box 2000, Pretoria. [Tel. (012) 325-4185.] (Ref. Mr B. du Plooy/LVDM/GT2573.)

Saak 14791/91

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **Volkskas Bank Beperk,** Eiser, en **Indusstraat Wonings (Edms.) Beperk,** Verweerder

'n Eksekusieverkoping word gehou deur die Balju, Pretoria-Oos, te Strubenstraat 142, Pretoria op 27 September 1995 om 11:00 van:

Gedeelte 1 van Erf 477, geleë in die dorp Waterkloofrif, Registrasieafdeling JR, Transvaal, groot 2 467 vierkante meter, gehou kragtens Akte van Transport T26344/1990, beter bekend as Indusstraat 284, Waterkloofrif, Pretoria.

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

Verbeterings: 'n Siersteen woonhuis met 'n staan asbesteël/platdak, gips en denneplafon, aluminium venster- en deurrame, vier slaapkamers, aantrekkamer, sitkamer, eetkamer, woonkamer, ingangsportaal, kombuis, spens, studeerkamer, linnekamer, naaldwerkkamer, drie vol badkamers, waskamer, drie motorhuise, vier stoorkamers. Daar is ingeboude kaste in die slaapkamers en kombuis. Die woonhuis is toegerus met 'n elektriese veiligheidstelsel, daar is 'n swembad en jacuzzi, 'n onderdak stoep, plaveisel, skermmure en tennisbaan.

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

Tim du Tot & Kie Ingelyf. (Tel. 320-6753.) (Ref. mnr. van Rensburg/avg.)

Case 12143/94

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 **Mfiki Isaac Malindi,** First Defendant, and **Mpidiso Anna Malindi,** 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 29 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 196, Vosloorus Extension 2 Township, situated at 196 Saule Street, Vosloorus, in the Township of Vosloorus, District of Boksburg, measuring 330 (three hundred and three) square metres.

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

Building built of brick and plaster, tiled roof, comprising a lounge, dining-room, kitchen, three bedrooms 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 25th day of August 1995.

Hammond Pole & Dixon Inc., Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 917-4631.) (Ref. U00423/Mrs Teixeira.)

Case 12667/94

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 **Moeketsi Alfred Masigo,** First Defendant, and **Tebogo Marriam Masigo,** Second Defendant

In pursuance of a judgment in the Court for the Magistrate of Boksburg, on 7 February 1995 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: All the right, title and interest in the leasehold in respect of Lot 6845, Vosloorus Extension 9 Township, situated on 6845 U-Fabele Street, Vosloorus Extension 9, in the Township of Vosloorus Extension 9, District of Boksburg, measuring 367 (three hundred and sixty-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 a lounge, kitchen, three 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 centum) and the balance against transfer.

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

Dated at Boksburg on this the 25th day of August 1995.

Hammond Pole & Dixon Inc., Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 917-4631.) (Ref. U00435/Mrs Teixeira.)

Case 8634/94

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

In the matter between **ABSA Bank Limited** (Allied Bank Division) (86/04794/06), Plaintiff, and **Pheeha Milton Hlako,** First Defendant, and **Mokgadi Paulina Hlako,** Second Defendant

In pursuance of a judgment in the Court for the Magistrate of Boksburg, on 12 September 1994 and writ of execution issued pursuant thereto, the property listed hereunder will be sold in execution on 29 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 6554, Vosloorus Extension 9 Township, situated on 6554 Seinoli Street, Vosloorus Extension 9, in the Township of Vosloorus Extension 9, District of Boksburg, measuring 400 (four hundred) 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, three 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 centum) and the balance against transfer.

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

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

Hammond Pole & Dixon Inc., Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 917-4631.) (Ref. A00252/Mrs Kok.)

Case 1413/95

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

In the matter between **ABSA Bank Limited** (Allied Bank Division) (Reg. No. 86/04794/06), Plaintiff, and **Vernet Richard Cloete,** First Defendant, and **Elsa Elizabeth Cloete,** Second Defendant

In pursuance of a judgment in the Court for the Magistrate of Benoni, on 28 March 1995 and writ of execution issued pursuant thereto, the property listed hereunder will be sold in execution on 29 September 1995 at 11:15, in front of the Sheriff's Office, 182 Leeuwpoort Street, Boksburg, to the highest bidder:

Certain Portion 70 of Erf 83, Delmore Park Extension 1 Township, situated on 5 Kamp Street, in the Township of Delmore Park Extension 1, District of Boksburg, measuring 388 (three hundred and eighty-eight) 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, three bedrooms, bathroom, kitchen, separate w.c. and single garage.

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

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

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

Hammond Pole & Dixon Inc., Attorney for Plaintiff, Second Floor, Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 917-4631.) [Ref. A00616/Mrs Kok/HM (A616).]

Case 7209/91

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

In the matter between **ABSA Bank Limited** (Allied Bank Division) (Reg. No. 86/04794/06), Plaintiff, and **Peter Cornelius Grobler,** First Defendant, and **Maria Sussana Grobler,** Second Defendant

In pursuance of a judgment in the Court for the Magistrate of Boksburg, on 5 August 1991 and writ of execution issued pursuant thereto, the property listed hereunder will be sold in execution on 29 September 1995 at 11:15, in front of the Sheriff's Office, 182 Leeuwpoort Street, Boksburg, to the highest bidder:

Certain Erf 2645, Dawn Park Extension 4 Township, situated on 2 Marcus Avenue, in the Township of Dawn Extension 4, District of Boksburg, measuring 1 007 (one thousand and 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 a lounge, dining-room, three bedrooms, bathroom, kitchen, separate w.c. and single garage.

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

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

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

Hammond Pole & Dixon Inc., Attorney for Plaintiff, Second Floor, Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 917-4631.) [Ref. AF5000/Mrs Kok/HM (AB500).]

Case 12155/94

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

In the matter between **Mortgage Securities 101 (Pty) Ltd,** Plaintiff, and **F. C. Roland,** Defendant

In pursuance of a judgment in the Court for the Magistrate of Boksburg, on 28 February 1995 and writ of execution, issued pursuant thereto, the property listed hereunder will be sold in execution and by public auction on 4 October 1995 at 15:00, at the property, namely:

Certain Erf 346, Bardene Extension 2 Township, situated at 83 Leith Road, Bardene, District of Boksburg, measuring 1 087 (one thousand and eighty-seven) square metres.

The following improvements are reported to be on the property, but nothing is guaranteed: Building built of brick and plaster, comprising lounge, dining-room, kitchen, three bedrooms, bathroom with w.c., shower with w.c., garage, carport and separate 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 and/or at the offices of Libra Auctioneers CC, 6 Kingfisher Street, Horison Park, Roodepoort.

Dated at Boksburg on this 28th day of August 1995.

Hammond Pole & Dixon Inc., Attorney for Plaintiff, 75 Elston Avenue, Benoni. (Tel. 917-4631.) (Ref. Mrs Whitson/U00394.)

Case 3272/95

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 **Titus Mahlangu,** First Defendant, and **Mandlovu Jane Mahlangu,** Second Defendant

In pursuance of a judgment in the Court for the Magistrate of Boksburg, on 22 May 1995 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: All the right, title and interest in the leasehold in respect of Erf 2779, Vosloorus Township, situated on 2779 Mothaba Street, Vosloorus, in the Township of Vosloorus, District of Boksburg, measuring 259 (two hundred and fifty-nine) square metres.

The following improvements are reported to be on the property, but nothing is guaranteed: Building comprises of lounge, three bedrooms, bathroom with w.c. and kitchen.

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 24th day of August 1995.

Hammond Pole & Dixon Inc., Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 917-4631.) (Ref. U00498/Mrs Teixeira.)

Case 9561/94

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

In the matter between **ABSA Bank Limited** (Allied Bank Division) (Reg. No. 86/04794/06), Plaintiff, and **Lesiba Frans Mahapa,** Defendant

In pursuance of a judgment in the Court for the Magistrate of Boksburg, on 17 October 1994 and writ of execution issued pursuant thereto, the property listed hereunder will be sold in execution on 6 October 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 17629, Vosloorus Extension 25 Township, situated on 17629 Vosloorus Extension 25, in the Township of Extension 25, District of Boksburg, measuring 282 (two hundred and eighty-two) square metres.

The following improvements are reported to be on the property, but nothing is guaranteed: Residence comprising two bedrooms, kitchen, dining-room, 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 25th day of August 1995.

Hammond Pole & Dixon Inc., Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 917-4631.) (Ref. A00310/Mrs Kok.)

Case 11908/94

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

In the matter between **ABSA Bank Limited** (Allied Bank Division) (Reg. No. 86/04794/06), Plaintiff, and **Luckyboy Willie Zwane,** First Defendant, and **Lindiwe Eva Zwane,** Second Defendant

In pursuance of a judgment in the Court for the Magistrate of Boksburg, on 17 January 1995 and writ of execution issued pursuant thereto, the property listed hereunder will be sold in execution on 6 October 1995 at 11:15, at the office of the Sheriff, 182 Leeuwpoort Street, Boksburg, to the highest bidder:

Certain Erf 47, Vosloorus Extension 5 Township, situated on 47 Vosloorus Extension 5, in the Township of Vosloorus Extension 5, District of Boksburg, measuring 280 (two hundred and eighty) square metres.

The following improvements are reported to be on the property, but nothing is guaranteed: Residence comprising two bedrooms, kitchen, dining-room, 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 25th day of August 1995.

Hammond Pole & Dixon Inc., Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 917-4631.) (Ref. A00486/Mrs Kok.)

Case 6833/94

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

In the matter between **ABSA Bank Limited** (Allied Bank Division) (86/04794/06), Plaintiff, and **Christopher Michael Plaatjies,** First Defendant, and **Esme Plaatjies,** Second Defendant

In pursuance of a judgment in the Court for the Magistrate of Boksburg, on 18 November 1994 and writ of execution issued pursuant thereto the property listed hereunder will be sold in execution on 6 October 1995 at 11:15, at the office of the Sheriff, 182 Leeuwpoort Street, Boksburg, to the highest bidder:

Certain Erf 339, Delmore Park Extension 2 Township, situated on 5 Katonkel Street, Delmore Park Extension 2, in the Township of Delmore Park Extension 2, District of Boksburg, measuring 579 (five hundred and seventy-nine) square metres.

The following improvements are reported to be on the property, but nothing is guaranteed: Residence comprising three bedrooms, kitchen, dining-room, lounge, 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 25th day of August 1995.

Hammond Pole & Dixon Inc., Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 917-4631.) (Ref. A00202/Mrs Kok.)

Case 10196/94

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

In the matter between **ABSA Bank Limited** (Allied Bank Division) (86/04794/06), Plaintiff, and **Thuthukani Reginald Magubane,** Defendant

In pursuance of a judgment in the Court for the Magistrate of Boksburg, on 24 October 1994 and writ of execution issued pursuant thereto the property listed hereunder will be sold in execution on 6 October 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 12780, Vosloorus Extension 23 Township, situated on 12780 Vosloorus Extension 23, in the Township of Extension 23, District of Boksburg, measuring 400 (four hundred) square metres.

The following improvements are reported to be on the property, but nothing is guaranteed: Residence comprising two bedrooms, kitchen, dining-room, lounge, 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 25th day of August 1995.

Hammond Pole & Dixon Inc., Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 917-4631.) (Ref. A00358/Mrs Kok.)

Case 11017/94

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

In the matter between **ABSA Bank Limited** (Allied Bank Division) (86/04794/06), Plaintiff, and **Sipho Isaac Simelane,** First Defendant, and **Tsoakae Jeanette Simelane,** Second Defendant

In pursuance of a judgment in the Court for the Magistrate of Boksburg, on 11 May 1995 and writ of execution issued pursuant thereto the property listed hereunder will be sold in execution on 6 October 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 1601, Vosloorus Extension 1 Township, situated on 1601 Vosloorus Extension 1, in the Township of Extension 1, District of Boksburg, measuring 259 (two hundred and fifty-nine) square metres.

The following improvements are reported to be on the property, but nothing is guaranteed: Residence comprising two bedrooms, kitchen, dining-room, lounge, 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 25th day of August 1995.

Hammond Pole & Dixon Inc., Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 917-4631.) (Ref. A00448/Mrs Kok.)

Case 2034/95

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 **Anaga Klein Malatji,** First Defendant, and **Mmafusi Paulina Malatji,** Second Defendant

In pursuance of a judgment in the Court for the Magistrate of Boksburg, on 4 April 1995 and writ of execution issued pursuant thereto the property listed hereunder will be sold in execution on 6 October 1995 at 11:15, at the office of the Sheriff, 182 Leeupoort Street, Boksburg, to the highest bidder:

Certain: All the right, title and interest in the leasehold in respect of Erf 5172, Vosloorus Township, situated on 5172, Roets Drive, Rockville, Vosloorus, in the Township of Rockville, 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: Residence comprising three bedrooms, kitchen, dining-room, 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 28th day of August 1995.

Hammond Pole & Dixon Inc., Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 917-4631.) (Ref. A00636/Mrs Kok.)

Case 11703/94

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

In the matter between **ABSA Bank Limited** (Allied Bank Division) (86/04794/06), Plaintiff, and **Octavia Ntombifuthi Magubane,** Defendant

In pursuance of a judgment in the Court for the Magistrate of Boksburg, on 15 December 1995 and writ of execution issued pursuant thereto the property listed hereunder will be sold in execution on 6 October 1995 at 11:15, at the office of the Sheriff, 182 Leeuwpoort Street, Boksburg, to the highest bidder:

Certain: Erf 192, Vosloorus Extension 5 Township, situated on 192 Vosloorus Extension 5, in the Township of Extension 5, District of Boksburg, measuring 286 (two hundred and eighty-six) square metres.

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

Residence comprising three bedrooms, kitchen, dining-room, lounge, bathroom and w.c.

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

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

Dated at Boksburg on this the 28th day of August 1995.

Hammond Pole & Dixon Inc., Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 917-4631.) (Ref. A00478/Mrs Kok.)

Case 10315/94

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

In the matter between **ABSA Bank Limited** (Allied Bank Division) (86/04794/06), Plaintiff, and **Ananius Sello Mahandani,** First Defendant, and **Daphne Sonniah Mahandani,** Second Defendant

In pursuance of a judgment in the Court for the Magistrate of Boksburg, on 28 October 1994, and writ of execution issued pursuant thereto the property listed hereunder will be sold in execution on 6 October 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 6449, Vosloorus Extension 9 Township, situated, on 6449 Vosloorus Extension 9, in the Township of Extension 9, District of Boksburg, measuring 352 (three hundred and fifty-two) square metres.

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

Residence comprising three bedrooms, kitchen, dining-room, lounge, bathroom and w.c.

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

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

Dated at Boksburg on this the 28th day of August 1995.

Hammond Pole & Dixon Inc., Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 917-4631.) (Ref. A00383/Mrs Kok.)

Case 10445/94

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

In the matter between **ABSA Bank Limited** (Allied Bank Division) (86/04794/06), Plaintiff, and **Buhle Cynthia Mahlambi,** Defendant

In pursuance of a judgment in the Court for the Magistrate of Boksburg, on 1 November 1994 and writ of execution issued pursuant thereto the property listed hereunder will be sold in execution on 6 October 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 7612, Vosloorus Extension 9 Township, situated on 7612 Vosloorus Extension 9, in the Township of Extension 9, District of Boksburg, measuring 307 (three hundred and seven) square metres.

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

Residence comprising two bedrooms, kitchen, dining-room, lounge, bathroom and w.c.

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

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

Dated at Boksburg on this the 28th day of August 1995.

Hammond Pole & Dixon Inc., Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 917-4631.) (Ref. A00382/Mrs Kok.)

Case 3273/95

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 **Dumalisile Nelson Nakani,** First Defendant, and **Tuliwe Dorren Nakani,** Second Defendant

In pursuance of a judgment in the Court for the Magistrate of Boksburg, on 29 May 1995 and writ of execution issued pursuant thereto the property listed hereunder will be sold in execution on 6 October 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 2, Vosloorus Extension 3 Township, situated, on 2 Vosloorus Extension 3, in the Township of Vosloorus Extension 3, District of Boksburg, measuring 473 (four hundred and seventy-three) square metres.

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

Residence comprising three bedrooms, kitchen, dining-room, lounge, bathroom and w.c.

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

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

Dated at Boksburg on this the 28th day of August 1995.

Hammond Pole & Dixon Inc., Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 917-4631.) (Ref. A00650/Mrs Kok.)

Case 2407/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF LETABA HELD AT TZANEEN

In the matter between **Estate Late T. G. Allison,** Plaintiff, and **Monavein (Pty) Ltd,** Defendant

In pursuance of a judgment of the above Honourable Court and a warrant of execution the property described as:

Remaining Extent of the farm Monavein 612, Registration Division LT, Transvaal, measuring 104,0615 hectares with the following improvements (which are not guaranteed) dwelling house, storerooms, earth dam and litchi orchard, appoximatelty 75% of farm under irrigation.

Will be sold at the Magistrate's Court, Morgan Street, Tzaneen, on 29 September 1995 at 10:00, without reserve to the highest bidder.

1. The purchaser must pay a deposit of 10% (ten per cent) of the purchase price or R1 000 (one thousand rand) whichever is the greater in cash immediately after the sale of 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 thereunder;

2.2 the conditions of the title deed; and

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

3. The purchaser is liable for VAT on the purchase price.

Dated at Tzaneen on this the 25th day of August 1995.

W. F. Basson, for Mosse & Stewart Inc., Wolkberg Building, Danie Joubert Street, P.O. Box 242, Tzaneen, 0850. (Ref. WFB/CV/E71.)

Saak 25583/95

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **ABSA Bank - Allied,** Eiser, en **Johan Godfrey Raats,** Eerste Verweerder, en **Gertruida Magdalena Raats,** Tweede Verweerder

Kennis word hiermee gegee dat ingevolge 'n uitspraak van bogemelde Agbare Hof in bogemelde saak op 26 Mei 1995, en ter uitvoering van 'n lasbrief vir eksekusie, sal die Balju, Pretoria-Suid op 27 September 1995 om 10:00, die ondervermelde eiendom in eksekusie verkoop te Strubenstraat 142, Pretoria, aan die hoogste bieër:

Die eiendom wat aldus te koop aangebied word, staan bekend as:

Witelshoutstraat 28, Heuweloord-uitbreiding 3, en word omskryf as Erf 1591, geleë in die dorpsgebied Heuweloord-uitbreiding 3, Registrasieafdeling JR, Transvaal, groot 1 044 (eenduisend vier-en-veertig) vierkante meter, gehou kragtens Akte van Transport T17869/1988.

Die eiendom bestaan na bewering, maar sonder waarborg, uit eetkamer, familiekamer, sitkamer, studeerkamer, kombuis, drie slaapkamers, twee inloopkaste, twee volledige badkamers, dubbelmotorhuise, bediendekamer, werkskamer, buite toilet en stort.

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-Suid.

Geteken te Pretoria hierdie 25ste dag van Augustus 1995.

Couzyn Hertzog & Horak Ing., Praetor Forumgebou, Van der Waltstraat 269, Pretoria. (Tel. 322-8780.) (Verw. mev. de Villiers/T2216.)

Saak 83374/93

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **ABSA Bank - Allied,** Eiser, en **C. P. du Plessis,** Eerste Verweerder, en **M. N. du Plessis,** Tweede Verweerder

Kennis word hiermee gegee dat ingevolge 'n uitspraak van bogemelde Agbare Hof in bogemelde saak op 18 Februarie 1994, ter uitvoering van 'n lasbrief vir eksekusie, sal die Balju, Pretoria-Suid op 27 September 1995 om 10:00, die ondervermelde eiendom in eksekusie verkoop te Strubenstraat 142, Pretoria, aan die hoogste bieër:

Die eiendom wat aldus te koop aangebied word, staan bekend as:

Edwin Conroystraat 39, Rooihuiskraal-uitbreiding 3, word omskryf as Erf 496, Rooihuiskraal-uitbreiding 3-dorpsgebied, Registrasieafdeling JR, Transvaal, groot 1 000 (eenduisend) vierkante meter, gehou kragtens Akte van Transport T8302/89.

Die eiendom bestaan na bewering, maar sonder waarborg, uit sitkamer, eetkamer, kombuis, drie slaapkamers, badkamer sowel as badkamer met stort, toilet, enkelmotorhuis, bediendekamer en buite toilet.

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-Suid.

Geteken te Pretoria hierdie 25ste dag van Augustus 1995.

Couzyn Hertzog & Horak Ing., Praetor Forumgebou, Van der Waltstraat 269, Pretoria. (Tel. 322-8780.) (Verw. mev. de Villiers/T995.)

Saak 1179/95

IN DIE LANDDROSHOF VIR DIE DISTRIK RANDFONTEIN GEHOU TE RANDFONTEIN

In die saak tussen **N B S Bank Beperk,** Eiser, en **Albertus Willem Minnie,** Eerste Verweerder, **Gerda Eileen Minnie,** Tweede Verweerder, **Julius James Bendal,** Derde Verweerder, en **Martha Aletta Bendal,** Vierde Verweerder

Ingevolge uitspraak van die Landdros van Randfontein en lasbrief tot geregtelike verkoop met datum 31 Mei 1995 sal die ondervermelde eiendom geregtelik verkoop word op Vrydag, 29 September 1995 om 10:00, te die Baljukantoor, Parkstraat 40, Randfontein, aan die hoogste bieder, naamlik:

Erf 217, Greenhills-dorpsgebied, Registrasieafdeling IQ, Transvaal, groot 1 607 vierkante meter, gehou kragtens Titelakte T40605/1994.

Die volgende verbeterings is verskaf maar nie gewaarborg nie.

Woonhuis bestaande uit sitkamer, eetkamer, televisiekamer, kombuis, gang, 1½ badkamers, vier slaapkamers, stort, twee toilette, buitegeboue bestaande uit dubbelmotorhuis, dubbelmotorafdakke, buite toilet, stoorkamer, bediendekamer, swembad en braai.

Voorwaardes: 10% (tien persent) van die koopsom, in kontant op die dag van verkoping en die balans teen registrasie van transport, verseker te wees deur 'n goedgekeurde bank- of bouvereniging se waarborg, gelewer te word binne 21 dae. Die koper moet transportkoste, belastings, ens. betaal. Die eiendom word voetstoots verkoop onderhewig aan enige bewoningsreg.

Die volledige voorwaardes van verkoop (wat na die verkoop onderteken moet word) mag gedurende kantoor-ure by die kantoor van die Balju, Parkstraat 40, Randfontein, nagesien word.

Die Eiser is bereid om 'n verband aan 'n goedgekeurde koper toe te staan.

D. J. de Beer, vir Truter Crous & Wiggill, Prokureurs vir Eiser, Iurisgebou, Posbus 116, Randfontein, 1760. (Verw. mnr. de Beer dt N28/95.)

Saak 4490/95

IN DIE LANDDROSHOF VIR DIE DISTRIK PIETERSBURG GEHOU TE PIETERSBURG

In die saak tussen **ABSA Bank Beperk,** Eiser, en **Mokgethwa Elizabeth Ledwaba,** Verweerder

Ter uitvoerlegging van 'n vonnis van die Landdros van Pietersburg toegestaan op 7 Julie 1995 en 'n lasbrief vir eksekusie uitgereik in opvolging daarvan, sal die ondergemelde eiendom in eksekusie verkoop word op Vrydag, 22 September 1995 om 10:00, te die kantore van die Landdros, Maréstraat, Pietersburg, aan die hoogste bieër, naamlik:

Resterende Gedeelte van Erf 962, in die dorp Pietersburg, Registrasieafdeling LS, Noordelike Provinsie, groot 951 (negehonderd een-en-vyftig) vierkante meter, gehou kragtens Akte van Transport T94814/94, ook bekend as Vorsterstraat 57B, Pietersburg.

Terme: 10% (tien persent) van die koopprys in kontant betaalbaar ten tye van die verkoping en die balans tesame met rente soos in die verkoopvoorwaardes uiteengesit, moet verseker word deur 'n goedgekeurde bank of bouverenigingwaarborg binne veertien (14) dae vanaf datum van die verkoping. Volledige besonderhede van die verkoopvoorwaardes is ter insae by die kantoor van die Balju, Pietersburg, en kan te enige tyd gedurende kantoorure geïnspekteer word.

Die eiendom is soos volg verbeter, maar word niks gewaarborg nie naamlik: Woonhuis bestaande uit sitkamer, eetkamer, kombuis, gesinskamer, drie slaapkamers, badkamer, patio, twee motorafdakke en toilet.

'n Aansienlike bouverenigingslening kan gereël word vir 'n goedgekeurde koper.

Geteken te Pietersburg op die 17de dag van Augustus 1995.

T. F. Pretorius, vir Niland & Pretorius Ing., Albatrossentrum 2, Markstraat 21, Pietersburg.

Case 12006/95
PH 396

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited,** trading as United Bank, Execution Creditor, and **Knoetze, Willem Johannes,** First Execution Debtor, and **Knoetze, Berlinda,** Second Execution Debtor

Be pleased to take notice that on Tuesday, 26 September 1995 at 10:00, the undermentioned poperty will be sold in execution at the offices of the Sheriff of the Supreme Court, First Floor, Terrace Building, 1 Eaton Terrace, New Redruth, Alberton:

Certain Erf 2166, Alberstdal Extension 8 Township, Registration Division IR, Gauteng Province, measuring 922 square metres in extent, and held by Deed of Transfer T35170/1994, situated at 11 Kalkfontein Street, Albertsdal Extension 8.

Description: A dwelling consisting of lounge, dining-room, three bedrooms, two bathrooms and kitchen. *Outbuildings:* Garage.

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

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

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

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

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

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

J. Meiring, for Van de Venter, Meiring Inc., Attorneys for Plaintiff, Suite 715, Seventh Floor, Carlton International Trade Centre, Commissioner Street, Johannesburg. [Tel. (011) 886-0500.] (Ref. S. Pitchers/Z21751.)

Saak 12006/95
PH 396

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Witwatersrandse Plaaslike Afdeling)

In die saak tussen **ABSA Bank Limited,** handeldrywende as United Bank, Eksekusieskuldeiser, en **Knoetze, Willem Johannes,** Eerste Eksekusieskuldenaar, en **Knoetze, Berlinda,** Tweede Eksekusieskuldenaar

'n Verkoping sonder voorbehoud, sal gehou word by die kantore van Balju vir die Hooggeregshof, Eerste Verdieping, Terracegebou, Eaton Terrace 1, New Redruth, Alberton, op Dinsdag, 26 September 1995 om 10:00, van die ondergenoemde eiendom op voorwaardes wat geïnspekteer mag word by die kantore van die Balju vir die Hooggeregshof, Eerste Verdieping, Terracegebou, Eaton Terrace 1, New Redruth, Alberton, voor die verkoping:

Erf 2166, Albertsdal-uitbreiding 8-dorpsgebied, Registrasieafdeling IR, Gauteng Provinsie, gehou te Akte van Transport T35170/1994, synde Kalkfonteinstraat 11, Albertsdal-uitbreiding 8.

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

Geboue en verbeterings: Sitkamer, eetkamer, drie slaapkamers, twee badkamers en kombuis. Motorhuis.

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

Gedateer te Johannesburg hierdie 25ste dag van Augustus 1995.

J. Meiring, vir Van de Venter, Meiring Ing., Eksekusieskuldeiser se Prokureurs, Suite 715, Sewende Verdieping, Carlton International Trade Centre, Commissionerstraat, Johannesburg. [Tel. (011) 886-0500.] (Ref. S. Pitchers/Z21751.)

Saak 486/94

IN DIE LANDDROSHOF VIR DIE DISTRIK BRAKPAN GEHOU TE BRAKPAN

In die saak tussen **Saambou Bank Beperk,** Eksekusieskuldeiser, en **Sdondo Ernest Lukhele,** Eksekusieskuldenaar

Ingevolge 'n vonnis toegestaan in bogemelde Hof op 17 Februarie 1994 en 'n lasbrief vir eksekusie gedateer 25 Februarie 1994, sal die volgende onroerende eiendom voetstoots verkoop word deur die Balju by die kantoor van die Balju te Prince Georgelaan 439, Brakpan, op Vrydag, 13 Oktober 1995 om 11:00:

Die reg, titel en belang in huurpag van Erf 557, Tsakane-uitbreiding 1-dorpsgebied, Registrasieafdeling IR, provinsie Gauteng, groot 436 (vierhonderd ses-en-dertig) vierkante meter, gehou kragtens Sertifikaat van Geregistreerde Huurpag TL13998/1989, geleë te Erf 557, Tsakane-uitbreiding 1.

Die eiendom bestaan uit die volgende, alhoewel geen waarborg gegee word nie: 'n Enkelverdiepingwoonhuis bestaande uit sitkamer, drie slaapkamers, badkamer en kombuis.

Vernaamste voorwaardes van verkoping:

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

2. Die verkoping geskied sonder voorbehoud by wyse van openbare verkoping en die eiendom word behoudens die bepalings van artikel 66 (2) van die Landdroshofwet, No. 32 van 1944, soos gewysig, aan die hoogste bieër verkoop.

3. Koopprys is soos volg betaalbaar:

3.1 Deposito van 10% (tien persent) van die koopprys is betaalbaar onmiddellik na die verkoping.

3.2 Die balans van die koopprys tesame met rente moet binne 14 (veertien) dae by wyse van 'n bankwaarborg verseker word.

Gedateer te Benoni op 30 Augustus 1995.

C. de Heus, vir Du Plessis, De Heus & Van Wyk, Prokureurs vir Eksekusieskuldeiser, Marilestgebou, Woburnlaan 72, Benoni. [Tel. (011) 422-2435.] (Verw. mnr. De Heus/HON/AB262.)

Saak 7341/95

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

In die saak tussen **First National Bank of SA Ltd,** Eier, en **Z. J. Niewenhuizen,** Eerste Verweerder, en **G. J. P. Niewenhuizen,** Tweede Verweerder

Ingevolge uitspraak van die Landdros van Kempton Park en lasbrief tot eksekusie gedateer 4 Julie 1995, sal die hiernagenoemde eiendom op 28 September 1995 om 10:00, verkoop word aan die hoogste bieder deur die Balju Landdroshof, Parkstraat 8, Kempton Park:

Erf 348, Kempton Park-Wes-dorpsgebied, Registrasieafdeling IR, Transvaal, groot 612 m² (seshonderd en twaalf vierkante meter), gehou kragtens Transportakte T41677/94 en Verband B46679/94.

Die Vonniseiser beskrywe die verbeterings op die eiendom as volg maar gee waarborge word gegee in hierdie verband:

Verbeterings: Sitkamer, toilet, kombuis, badkamer, drie slaapkamers, eetkamer, oprit, afdak en sinkplaatdak.

Terme: Die koper sal tien persent (10%) van die koopsom onmiddellik na die veiling in kontant aan die afslaer betaal. Die balans, plus rente betaalbaar met registrasie van transport, moet verseker word deur 'n bank- of bouverenigingwaarborg aan die Balju, binne veertien (14) dae na afloop van die veiling.

Die volle verkoopvoorwaardes sal deur die Balju Landdroshof, uitgelees word net voor die veiling, en kan nagesien word in die kantore van die Balju Landdroshof, Parkstraat 8, Kempton Park.

P. A. Aucamp, Prokureurs vir Eiser, Monumentweg 92, Posbus 2013, Kempton Park. (Tel. 970-3476.) (Verw. mnr. Aucamp/fb/F67/95.)

Case 27700/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Hattingh, Dawid Petrus,** First Defendant, and **Hattingh, Margaret 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, 131 Marshall Street, Johannesburg, on 28 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 15, Crosby Township, situated at 9 Baldoyle Avenue, Crosby Township, Registration Division IQ, Transvaal, measuring 517 (five hundred and seventeen) square metres, situated at 9 Baldoyle Avenue, Crosby Township.

The following information is furnished in respect of the improvements, though in this respect nothing is guaranteed: Dwelling under iron roof, three bedrooms, bathroom and four rooms.

The property is zoned Residential.

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

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

Signed at Johannesburg on the 18th 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. H28852/PC.)

Case 23338/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **The Standard Bank of South Africa Limited,** Plaintiff, and **Nkabinde, Langa Randy,** Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the office of the Sheriff, 182 Leeupoort Street, Boksburg, on 29 September 1995 at 11:15, of the undermentioned property of the Defendant on the conditions to be read out by the auctioneer at the office of the Sheriff, 182 Leeupoort Street, Boksburg, prior to the sale:

Erf 17656, Vosloorus Extension 25 Township, Boksburg, Registration Division IR, Transvaal, measuring 341 (three hundred and forty-one) square metres, situated at Erf 17656, Vosloorus Extension 25 Township, Boksburg.

The following information is furnished in respect of the improvements, though in this respect nothing is guaranteed: Dwelling consisting of lounge, dining-room, bedroom, kitchen and bathroom/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 18th 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. N24214/SC.)

Case 27715/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

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

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the office of the Sheriff, 182 Leeuwpoort Street, Boksburg, on 29 September 1995 at 11:15, of the undermentoned property of the Defendant on the conditions to be read out by the auctioneer at the office of the Sheriff, 182 Leeuwpoort Street, Boksburg, prior to the sale:

Erf 17527, Vosloorus Extension 25 Township, Boksburg, Registration Division IR, Transvaal, measuring 315 (three hundred and fifteen) square metres, situated at Erf 17527, Vosloorus Extension 25 Township, Boksburg.

The following information is furnished in respect of the improvements, though in this respect nothing is guaranteed: Dwelling consisting of lounge, dining-room, bedroom, kitchen and bathroom/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 21st 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. K24837/SC.)

Case 20648/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **The Standard Bank of South Africa Limited,** Plaintiff, and **Patel, Omiar Farook,** First Defendant, and **Patel, Zulaka Bebe,** Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff, at Klaburn Court, 22 B Ockerse Street, corner of Ockerse and Rissik Streets, Krugersdorp, on 27 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, at Klaburn Court, 22B Ockerse Street, corner of Ockerse and Rissik Streets, Krugersdorp, prior to the sale:

Erf 81, Azaadville Township, Krugersdorp, Registration Division IQ, Transvaal, measuring 334 (three hundred and thirty-four) square metres, situated at 23 Masjid Street, Azaadville Township, Krugersdorp.

The following information is furnished in respect of the improvements, though in this respect nothing is guaranteed: Dwelling under tiled roof, lounge, dining-room, kitchen, two bedrooms, bathroom, shower and jacuzzi.

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 17th 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. P28211/SC.)

Case 5019/95

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (United Bank Division), Plaintiff, and **Archary, Perianantha,** 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 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, First Floor, Terrace Building, 1 Eaton Terrace Street, New Redruth, Alberton, prior to the sale:

Erf 2010, Albertsdal Extension 7 Township, situated at 58 Strydpoort Street, Albertsdal Extension 7 Township, Registration Division IR, Transvaal, measuring 800 (eight 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, three bedrooms, bathroom and toilet.

Outbuilding: Store-room.

The property is zoned Residential.

Terms: 10% (ten per cent) of the purchase price in cash immediately upon the conclusion of the sale, the balance payable against registration of transfer, to be secured by a bank, building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale. Auctioneer's charges, payable on the day of sale, to be calculated as follows: 5% (five per cent) on the proceeds of the sale up to a price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Signed at Johannesburg on the 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. A60083/AB.)

Case 7328/95

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

In the matter between **Saambou Bank Limited,** Plaintiff, and **Johan Nel,** First Defendant, and **Valery Lydia Nel,** Second Defendant

In pursuance of a judgment granted on 14 August 1995 in the above-mentioned Honourable Court and warrant of execution dated 10 August 1995, the following property will be sold in execution at the Sheriff's Office, 182 Leeuwpoort Street, Boksburg, on 29 September 1995 at 11:15:

Certain Unit 2, Cason Manor, Cason Township, Registration Division IR, Transvaal, measuring 93 (ninety-three) square metres, known as 2 Cason Manor, Cambel Street, 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) of 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 29th 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 21188/94

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

In the matter between **Bree's Fabrics (Pty) Ltd,** Plaintiff, and **Malcolm Burroughs,** Defendant

In execution of a judgment of the Magistrate's Court for the District of Randburg, held at Randburg, in the above-mentioned suit, a sale without reserve will be held at the steps of the Magistrate's Court, Randburg, corner of Jan Smuts and Selkirk Roads, Randburg, on 26 September 1995 at 14:30, of the undermentioned property of the Defendant on the conditions which may be inspected at the offices of the Sheriff, Block D, First Floor, Lochner Park, corner of Richard Avenue and Suttie Street, Halfway House, prior to the sale:

Certain Portion 3 of Erf 37, President Park Township, Registration Division IR, the Province of Gauteng, in extent 8 565 (eight thousand five hundred and sixty-five) square metres.

Postal address: 3/37 Kruger Road, President Park, Midrand.

The following information is furnished in respect of the improvements, though in this respect nothing is guaranteed: Pitched roof dwelling comprising of three bedrooms, separate toilet, lounge, family room, kitchen, two bedrooms, dining-room, study, all with tile or carpet covering, with garage, two servants' rooms, swimming-pool as well as a wired fencing.

Terms: 10% (ten per cent) of the purchase price in cash payable 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 guarantees to be furnished 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) of the proceeds of the sale up to a price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

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

Breytenbach & Mostert, Plaintiff's Attorneys, First Floor, Sunnyside Centre, 13 Frost Avenue, Johannesburg. (Tel. 726-7222.) (Ref. D. N. H. Mostert/yn/EA0142.)

Case 170/95
PH 232

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

In the matter between **The Southern Life Association Limited,** Plaintiff, and **Makhanye, Motlalentoa George,** First Defendant, **Makhanye, Moele Elizabeth,** Second Defendant

In execution of a judgment of the Supreme Court of South Africa, (Witwatersrand Local Division) in the above suit, a sale without reserve will be held at the offices of the Sheriff for the Supreme Court, Soweto West, Second Floor, 32 Von Brandis Street, Johannesburg, on Friday, 28 September 1995 at 11:15, 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 be available for inspection, prior to the sale, at the offices of the Sheriff Soweto West. The property is described as follows:

The right, title and interest in the immovable leasehold in respect of Erf 613, Protea North Township, Soweto, Transvaal. Measuring 242 square metres, held by the Defendants under Certificate of Registered Grand of Leasehold TL30591/1989.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The house consists of three bedrooms, kitchen and a bathroom.

Terms: 10% (ten per cent) of the purchase price in cash 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 R100 (one hundred rand). Plus 14% (fourteen per cent) VAT.

Edward Nathan & Friedland Inc., Plaintiff's Attorneys, 23rd Floor Salamsentrum, 206/214 Jeppe Street, P.O. Box 3370, Johannesburg 2000/2001. [Tel. (011) 337-2100.](Ref. Mr B Hotz/SOUT 3100-056.)

Saak 5033/95

IN DIE LANDDROSHOF VIR DIE DISTRIK SPRINGS GEHOU TE SPRINGS

In die saak tussen **Saambou Bank Beperk,** Eksekusieskuldeiser, en **Victor Cloete,** Eerste Eksekusieskuldenaar, en **Anne Lucyda Cloete,** Tweede Eksekusieskuldenaar

Ter uitwinning van 'n vonnis gedateer 2 Augustus 1995 deur die Landdroshof, Springs, en 'n lasbrief vir eksekusie, sal die hieronder vermelde eiendom in eksekusie per publieke veiling verkoop word aan die hoogste bieder deur die Balju van die Landdroshof, Springs, op Vrydag, 13 Oktober 1995 om 15:00 by die kantore van die Balju van die Landdroshof, Springs, geleë te Vierde Straat 66, Springs, op vir voorwaardes wat deur die Balju van die Landdroshof, Springs, gelees sal word ten tye van die verkoping en welke voorwaardes by die Balju van die Landdroshof, Springs, voor die verkoping ter insae sal lê:

Erf 1181, Springs-dorpsgebied , IR, Provinsie van Gauteng, gehou kragtens Akte van Transport T7066/95, groot 495 (vier honderd vyf-en-negentig) vierkante meter.

Die volgende verbeteringe skyn op die eiendom te wees maar word niks in hierdie verband gewaarborg nie: Baksteengebou met sinkdak, sitkamer, kombuis, badkamer, toilet, drie slaapkamers, motorhuis en bediendekamer.

Voorwaardes van verkoping: Betaling van die koopprys sal geskied by wyse van 'n deposito van 10% (tien persent) en die belans betaalbaar teen registrasie van transport met 'n bank of bougenootskap of ander aanneembare waarborg wat verskaf moet word binne een-en-twintig (21) dae vanaf datum van die verkoping. Vendu koste is betaalbaar deur die koper die voorwaardes van verkoping sal onmiddellik voor die verkoping ten volle gelees word en sal ter insae lê by die kantore van die Balju van die Landdroshof, Springs, vir 'n belangstellendes.

Gedateer te Springs op hierdie 28ste dag van Augustus 1995.

W. Rossouw, vir Rossouw & Rossouw, Prokureur vir Ekseksieskuldeiser, Vyfdestraat 60, Springs. (Verw. mnr. Rossouw/il/5165.)

Saak 7359/95

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **Eerste Nasionale Bank van SA Beperk,** Eiser, en **Keyser; Sarel Wilhelm Hendrik,** Verweerder

Geliewe kennis te neem dat in opvolging van 'n vonnis in bogemelde aksie toegestaan op 10 Julie 1995, sal die ondergemelde onroerende eiendom, geregistreer in die naam van die Verweerder, sonder 'n reserweprys, deur die Balju, in eksekusie verkoop word op 29 September 1995 om 11:00:

Gedeelte 40 van die plaas Boekenhoutskloofdrift 286, Registrasieafdeling JR, Transvaal, grootte 21,4133 hektaar, gehou kragtens Akte van Transport T50292/1991.

Plek van verkoping: Die verkoping sal plaasvind te die kantore van die Balju, Cullinan, Landdroskantoor, Cullinan.

Verbeterings: Geen verbeterings is op die eiendom aangebring nie.

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

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

G. van den Burg,vir Rorich Wolmarans & Luderitz Ing., Ons Eerste Volksbankgebou, Kerkplein 32, Mutuallaan, Pretoria. (Tel. 325-3933.) (Verw. VD Burg/avdp/C1158/B1.)

Case 27439/95

IN THE MAGISTRATE'S COURT PRETORIA

In the matter between **ABSA Bank Limited** (Allied Division), Plaintiff, and **Gustav George Marius van der Merwe,** First Defendant, and **Anneleen van der Merwe,** Second Defendant

A sale will be held at 142 Struben Street, Pretoria, on Wednesday, 27 September 1995 at 10:00 of:

Holding 66, Gerardsville Agricultural Holdings, Registration Division JR, Transvaal, measuring 2,1414 hectare, also known as Plot 66, Second Avenue, Gerardsville Argicultural Holdings.

Particulars are not guaranteed.

Dwelling with entrance hall, dining-room, kitchen three bedrooms, two bathrooms, study, sewingroom, four garages, three staff rooms, toilet, kitchen, fencing, borehole and two bedroomed flat with lounge, kitchen and bathroom.

Inspect conditions at Sheriff, Pretoria South, Holding 83, corner of Gerhardt Street and West Avenue, Lyttelton Agricultural Holdings, Verwoerdburg City.

J. A. Alheit, vir Macrobert de Villiers Lunnon & Tindall Inc. (Tel. 328-6770.) (Ref. N1/A-439430/JAA/J S Herbst.)

Case 25814/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **ABSA Bank Limited** (United Division), Plaintiff, and **Sonja Elizabeth Bauling,** Defendant

A sale in execution will be held on Friday, 29 September 1995 at 12:00, by the Acting Sheriff for Bronkhorstspruit in front of the Magistrate's Office, Kruger Street, Bronkhorstspruit of:

Holding 163, Bashewa Agricultural Holdings, Registration Division JR, Transvaal, in extent 4,3300 hectare, known as Plot 163, Bashewa ROW.

Particulars are not guaranteed:

Dwelling with entrance hall, lounge, family room, dining-room, kitchen, three bedrooms, two bathrooms, toilet, staff rooms, carports, stables and cottage: lounge dining-room, two bedrooms and bathroom.

Inspect conditions at the Acting Sheriff for Bronkhorstspruit, 30 Mark Street, Bronkhorstspruit.

J. A. Alheit, for MacRobert De Villiers Lunnon & Tindall Inc. (Tel. 328-6770.) (Ref. N1/A-424889/JAA/J. S. Herbst.)

Case 6361/95

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

In the matter between **ABSA Bank Limited** (United Division), Plaintiff, and **Maria Carolina Morison,** Defendant

A sale in execution will be held on Friday, 29 September 1995 at 11:00, by the Sheriff for Wonderboom, at Portion 83, De Onderstepoort (just north of Sasko Mills), old Warmbaths Road, Bon Accord:

Portion 134 (a portion of Portion 5) of the farm Waterval 273, Registration Division JR, Transvaal, in extent 9,2151 hectare, known as ROW.

Particulars are not guaranteed:

Dwelling with entrance hall, lounge, dining-room, four bedrooms, bathroom with shower, study, staff room, laundry and garages.

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-434274/JAA/J. S. Herbst.)

Case 3173/95

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

In the matter between **ABSA Bank Limited** (United Division), Plaintiff, and **Rudolph Francis Haydon Enslin,** 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, 29 September 1995 at 11:00:

Erf 1997, Doornpoort Extension 1 Township, Registration Division JR, Transvaal, measuring 850 square metres, known as 656 Umtoma Avenue, Doornpoort Extension 1.

Particulars are not guaranteed:

Plus minus 53% (fifty-three per centum) completed dwelling with entrance hall, lounge, family room, dining-room, kitchen, three bedrooms, bathroom, toilet and shower, bathroom, toilet and double garage.

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

J. A. Alheit, for MacRobert De Villiers Lunnon & Tindall Inc. (Tel. 328-6770.) (Ref. N1/A-439453/JAA/J. S. Herbst.)

Saak 6706/95

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

In die saak tussen **Transnet Beperk,** Eiser, en **Wilhelm Johannes Grobler,** Verweerder

Neem kennis dat die onroerende eiendom soos hieronder beskryf verkoop sal word in eksekusie per publieke veiling te kantoor van die Balju Pretoria-Wes, Olivetti Gebou 607, hoek van Schubart- en Pretoriusstraat, Pretoria, op 21 September 1995 om 10:00:

Die eiendom sal verkoop word aan die hoogste bieder onderhewig aan die verkoopvoorwaardes wat besigtig kan word te die bogemelde Baljukantore.

Die eiendom verkoop te word is:

'n Eenheid bestaande uit Deel 52, soos aangetoon en volledig beskryf op Deelplan SS 80/83 in die gebou bekend as Osdic Centre, Erf 327, geleë in dorpsgebied Eloffsdal-uitbreiding 3, Plaaslike Bestuur Stadsraad van Pretoria, groot 73 m², ook bekend as Osdic Woonstelle 312, Bergmanlaan, Eloffsdal, en huidiglik geregistreer in die naam van Verweerder.

Neem verder kennis dat die voorwaardes van verkoping besigtig kan word by die kantore van die Balju, Pretoria-Wes, Olivetti Gebou 607, hoek van Schubart- en Pretoriusstraat, Pretoria, gedurende kantoorure.

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

Gildenhuys Van der Merwe Ing., Prokureurs vir Eiser, 15de Verdieping, Sanlam Plaza Oos, Schoemanstraat 285, Pretoria. (Tel. 322-8534.) (Verw. Henk Kruger/T. Malatji/es.)

Case 3325/95

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

In the matter between **ABSA Bank Limited** (Allied Division), Plaintiff, and **Jan George Hendrik Brill,** First Defendant, and **Cornelia Petronella Hepburn,** 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, 29 September 1995 at 11:00 of:

Erf 527, The Orchards Extension 10 Township, Registration Division JR, Transvaal, measuring 822 square metres, known as 86 Seymore Road, The Orchards Extension 10.

Particulars are not guaranteed.

Dwelling with lounge, dining-room, kitchen, two bedrooms, bathroom and scullery.

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 & Tindal Inc. (Tel. 328-6770.) (Ref. N1/A-439469/JAA/J. S. Herbst.)

NOTICE OF SALE IN EXECUTION (KEMPTON PARK MAGISTRATE'S COURT)

The sale in execution is to be held at the offices of the Sheriff, 8 Park Street, Kempton Park on Thursday, 28 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 cent) of the purchase price plus the Sheriff's commission in cash or acceptable bank-guaranteed cheque on the date of the sale and the balance plus interest at Plaintiff's current lending rates plus transfer costs on transfer, to be secured by acceptable guarantees within fourteen (14) days of the sale.

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

4. Improvements as set out hereunder are not guaranteed.

Case Number: 4858/95.

Judgment Debtor/s: **Cliff Jackie Lee Nel** and **Esmay Johanna Catharine Nel.**

Property: Erf 188, Birchleigh North Extension 3 Township, Registration Division IR, the Province of Gauteng, situated at 3 Hermo Street, Birchleigh North Extension 3, Kempton Park.

Improvements: Detached single storey brick built residence under tiled roof comprising five rooms other than kitchen and two bathrooms with outbuildings comprising garage, domestic quarters and swimming-pool.

Reference: MN0249.

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

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

The sale in execution is to be held at the offices of the Sheriff, Germiston South, Third Floor, United Building, 177 President Street, Germiston on Monday, 2 October 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 cent) of the purchase price plus the Sheriff's commission in cash or acceptable bank-guaranteed cheque on the date of the sale and the balance plus interest at Plaintiff's current lending rates plus transfer costs on transfer, to be secured by acceptable guarantees within fourteen (14) days of the sale.

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

4. Improvements as set out hereunder are not guaranteed.

Case Number: 11488/94.

Judgment Debtor/s: **Graeme George Jeffery** and **Sharon Christie Cox.**

Property: Portion 18 of Erf 933, Delville Township, Registration Division IR, the Province of Gauteng, situated at 9 Rouen Place (off St Julien Street), Delville, Germiston.

Improvements: Detached single storey brick built residence under tiled roof comprising five rooms other than kitchen and two bathrooms with outbuildings comprising two garages and toilet.

Reference: MJ0017.

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

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

The sale in execution is to be held at the offices of the Sheriff, Johriahof 4, Du Plessis Street, Florentia, Alberton on Wednesday, 27 September 1995 at 10:00:

NEDCOR BANK LIMITED, is the Execution Creditor

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

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

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

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

4. Improvements as set out hereunder are not guaranteed.

Case Number: 8166/92.

Judgment Debtor/s: **Mokoeo George Masiteng** and **Menyane Pauline Masiteng.**

Property: Right of Leasehold over Erf 7462, Tokoza Township, Registration Division IR, the Province of Gauteng, situated at Erf 7462, Tokoza, Alberton.

Improvements: Detached single storey brick built residence under iron roof comprising four rooms other than kitchen and two bathrooms with outbuildings comprising two garages and toilet.

Reference: MM0298.

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

Case 13908/95

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Robert Raymond Riddell,** First Defendant, and **Karien Riddell,** Second Defendant

A sale in execution of the undermentioned property is to be held without reserve at the Sheriff, Vereeniging, Offices of De Klerk, Vermaak & Partners, Overvaal Building, 25 Kruger Avenue, Vereeniging, on Thursday, 5 October 1995 at 10:00:

Full conditions of sale can be inspected at the Sheriff, Vereeniging, at the above address and will be read out prior to the sale.

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

Property: Erf 391, Falcon Ridge Township, Registration Division IQ, Transvaal, known as 7 Eagle Street, Falcon Ridge, Vereeniging.

Improvements: Entrance hall, lounge, dining-room, family room, three bedrooms, two bathrooms, kitchen, laundry and four garages.

Hack Stupel & Ross, Attorneys for the Plaintiff, P.O. Box 2000, Pretoria. [Tel. (012) 325-4185.] (Ref. B. du Plooy/LVDM/GT2565.)

Saak 1790/93

IN DIE LANDDROSHOF VIR DIE DISTRIK ERMELO GEHOU TE ERMELO

In die saak tussen **Papillon Clothing,** Eiser, en **Nontuthuzelo Carolina Jozana,** Verweerder

Ingevolge uitspraak van bogemelde Agbare Hof en lasbrief vir eksekusie gedateer 9 Maart 1995, word die hiernavermelde eiendom op 29 September 1995 om 10:00, voor die Landdroskantoor, Jan van Riebeeckstraat, Ermelo, geregtelik verkoop aan die persoon wat die hoogste bod maak, naamlik:

Eiendom: Gedeelte 7 van Erf 1906, Ermelo, geleë in die Registrasieafdeling IT, Transvaal, en gehou kragtens Akte van Transport T11654/92.

Straatbeskrywing: Oosstraat 5, Ermelo.

Verbeterings: Woonhuis met buitegeboue, groot 1 000 vierkante meter.

Voorwaardes van verkoping: Volledige verkoopvoorwaardes wat onmiddellik voor die veiling deur die Balju uitgelees sal word lê in sy kantoor ter insae en is die belangrikste bepalings daarvan die volgende:

(a) Die koper moet onmiddellik nadat die bod op hom toegeslaan is tien persent (10%) van die koopprys aan die Balju betaal en vir die balans van die koopprys moet die koper 'n bank- of bougenootskapwaarborg aan die Balju lewer binne dertig (30) dae na datum van verkoping.

(b) Die koper sal verplig wees om onmiddellik nadat die bod op hom toegeslaan is, die verkoopvoorwaardes te onderteken.

(c) Die koper sal aanspreeklik wees vir hereregte en transportkoste asook ander uitgawes wat nodig is om transport te laat geskied.

(d) Die koper sal verder aanspreeklik wees vir die betaling van die afslaerskommissie tesame met 14% (veertien persent) BTW daarop op die dag van die veiling welke kommissie en BTW betaalbaar sal wees bo en behalwe die betaling van die voorgemelde deposito.

Geteken te Ermelo hierdie 25ste dag van Augustus 1995.

Herman Swart, Bloomfieldlaan 4, Ermelo, 2350. (Verw. G. Peens/lr/ZP6080.)

Saak 242/94

IN DIE LANDDROSHOF VIR DIE DISTRIK ERMELO GEHOU TE ERMELO

In die saak tussen **M. P. Mampokoro,** Eiser, en **T. Mawelela,** Verweerder

Ingevolge uitspraak van bogemelde Agbare Hof en lasbrief vir eksekusie gedateer 14 Maart 1995, word die hiernavermelde eiendom op 29 September 1995 om 10:00, voor die Landdroskantoor, Jan van Riebeeckstraat, Ermelo, geregtelik verkoop aan die persoon wat die hoogste bod maak, naamlik:

Eiendom: Alle reg, titel en belang in die huurpag ten opsigte van Erf 2618, geleë in dorpsgebied Wesselton, groot 457 vierkante meter, en gehou kragtens Akte van Transport TL64476/1987 met verbeterings.

Voorwaardes van verkoping: Volledige verkoopvoorwaardes wat onmiddellik voor die veiling deur die Balju uitgelees sal word lê in sy kantoor ter insae en is die belangrikste bepalings daarvan die volgende:

(a) Die koper moet onmiddellik nadat die bod op hom toegeslaat is tien persent (10%) van die koopprys aan die Balju betaal en vir die balans van die koopprys moet die koper 'n bank- of bougenootskapwaarborg aan die Balju lewer binne dertig (30) dae na datum van verkoping.

(b) Die koper sal verplig wees om onmiddellik nadat die bod op hom toegeslaan is, die verkoopvoorwaardes te onderteken.

(c) Die koper sal aanspreeklik wees vir hereregte en transportkoste asook ander uitgawes wat nodig is om transport te laat geskied.

(d) Die koper sal verder aanspreeklik wees vir die betaling van die afslaerskommissie tesame met 14% (veertien persent) BTW daarop op die dag van die veiling welke kommissie en BTW betaalbaar sal wees bo en behalwe die betaling van die voorgemelde deposito.

Geteken te Ermelo hierdie 1ste dag van September 1995.

Herman Swart, Bloomfieldlaan 4, Ermelo, 2350. (Verw. AMR/lr/ZM6358.)

Saak 42236/95

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **ABSA Bank Beperk,** Eiser, en **Amanda Michlle Downes,** Eerste Verweerder, en **Roy Charles Downes,** Tweede Verweerder

'n Eksekusieverkoping word gehou deur die Balju, Pretoria-Oos, te Strubenstraat 142, Pretoria, op 27 September 1995 om 10:00, van:

Gedeelte 13 van Erf 605, geleë in dorpsgebied Lynnwood Glen, Registrasieafdeling JR, Transvaal, groot 417 vierkante meter, gehou kragtens Akte van Transport T58270/92 (beter bekend as Hanningtonoord 1, Blenheimstraat, Lynnwood Glen).

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

Verbeterings: 'n Baksteenwoonhuis met volvloermatte en keramiekteëlvloere, bestaande uit ingangsportaal, sitkamer, eetkamer, kombuis, drie slaapkamers, twee badkamers met bad, toilet en stort.

Buitegeboue: Personeelkamers, twee motorhuise, toilet en stort.

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

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

Saak 11687/95

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **Saambou Bank Beperk,** Eiser, en **Jody Botha,** Eerste Verweerder, en **Geraldine Helen Mary Tapping,** Tweede Verweerder

Kennis word hiermee gegee dat ingevolge 'n uitspraak van die Hooggeregshof van Suid-Afrika (Transvaalse Provinsiale Afdeling) in bogemelde saak, op 18 Julie 1995 en ter uitvoering van 'n lasbrief tot uitwinning sal die Balju, Kempton Park, op 28 September 1995 om 10:00, te Parkstraat 8, Kempton Park, verkoop:

Sekere Erf 1969, Norkem Park-uitbreiding 4-dorpsgebied, Registrasieafdeling IR, Transvaal, beter bekend as Stormsweg 3, Norkem Park-uitbreiding 4, groot 1 096 (eenduisend ses-en-negentig) vierkante meter.

Die eiendom is verbeter en bestaan uit 'n woonhuis bestaande uit sitkamer, drie slaapkamers, kombuis, 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 Parkstraat 8, Kempton Park.

Dyason, Prokureurs vir Eiser, Leopont, Kerkstraat-Oos 451, Pretoria. (Tel. 322-8600.) [Verw. T. du Plessis/AN (FF 0514).]

Saak 11693/95

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **Saambou Bank Beperk,** Eiser, en **George Henry Gourlie,** Verweerder

Kennis word hiermee gegee dat ingevolge 'n uitspraak van die Hooggeregshof van Suid-Afrika (Transvaalse Provinsiale Afdeling) in bogemelde saak, op 18 Julie 1995 en ter uitvoering van 'n lasbrief tot uitwinning sal die Balju, Kempton Park, op 28 September 1995 om 10:00, te Parkstraat 8, Kempton Park, verkoop:

Sekere Erf 849, Rhodesfield-uitbreiding 1-dorpsgebied, Registrasieafdeling IR, Transvaal, met straatadres bekend as Daniëlstraat 20, Rhodesfield-uitbreiding 1, groot 799 (sewehonderd nege-en-negentig) vierkante meter.

Die eiendom is verbeter en bestaan uit 'n woonhuis bestaande uit sitkamer, eetkamer, kombuis, drie slaapkamers, twee badkamers, twee toilette 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 Parkstraat 8, Kempton Park.

Dyason, Prokureurs vir Eiser, Leopont, Kerkstraat-Oos 451, Pretoria. (Tel. 322-8600.) [Verw. T. du Plessis/AN (FF 0522).]

Saak 11688/95

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **Saambou Bank Beperk,** Eiser, en **Gysbert Andreas Jacobs Pieterse,** Eerste Verweerder, en **Elizabeth Adriana Pieterse,** Tweede 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, Kempton Park, op 28 September 1995 om 10:00, te Parkstraat 8, Kempton Park, verkoop:

Sekere Erf 1138, Kempton Park-uitbreiding 3-dorpsgebied, Registrasieafdeling IR, Transvaal, beter bekend as Huggetstraat 15, Kempton Park-uitbreiding 3, groot 1 301 (eenduisend driehonderd-en-een) vierkante meter.

Die eiendom is verbeter en bestaan uit 'n woonhuis bestaande uit sitkamer, familie-/TV-kamer, kombuis, drie slaapkamers, badkamer, toilet, motorafdak, motorhuis en swembad.

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

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

Dyason, Prokureurs vir Eiser, Leopont, Kerkstraat-Oos 451, Pretoria. (Tel. 322-8600.) [Verw. T. du Plessis/AN (FF 0517).]

Saak 7476/95

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **Bonaero Park (Edms.) Beperk,** Eiser, en **Carel Bouwer,** Verweerder

Kennis word hiermee gegee dat ingevolge 'n uitspraak van die Hooggeregshof van Suid-Afrika (Transvaalse Provinsiale Afdeling) in bogemelde saak, op 15 Mei 1995 en ter uitvoering van 'n lasbrief tot uitwinning sal die Balju, Kempton Park, op 28 September 1995 om 10:00, te Parkstraat 8, Kempton Park, verkoop:

Sekere Deel 25, soos aangetoon en vollediger beskryf op Deelplan SS163/93 in die skema bekend as Bon Villa, beter bekend as Bon Villa 25, Louis Bothaweg, Bonaero Park, groot 85 (vyf-en-tagtig) vierkante meter.

Die eiendom is verbeter en bestaan uit 'n woonstel bestaande uit sitkamer, eetkamer, kombuis, twee slaapkamers, 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 Parkstraat 8, Kempton Park.

Dyason, Prokureurs vir Eiser, Leopont, Kerkstraat-Oos 451, Pretoria. (Tel. 322-8600.) [Verw. T. du Plessis/AN (FB 0219).]

Saak 11685/95

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **Saambou Bank Beperk,** Eiser, en **Hermanus Frederik Oberholzer,** Eerste Verweerder, en **Ursula Erna Oberholzer,** Tweede Verweerderes

Kennis word hiermee gegee dat ingevolge 'n uitspraak van die Hooggeregshof van Suid-Afrika (Transvaalse Provinsiale Afdeling) in bogemelde saak op 21 Julie 1995 en ter uitvoering van 'n lasbrief tot uitwinning sal die Balju, Potchefstroom, op 29 September 1995 om 10:00 te die hoofingang, Landdroskantoor, Van Riebeeckstraat, Potchefstroom. verkoop:

Sekere Resterende Gedeelte van Erf 834, geleë in die dorp Potchefstroom, Registrasieafdeling IQ, Transvaal, beter bekend as Esselenstraat 6, Potchefstroom, groot 1 713 (eenduisend sewehonderd-en-dertien) vierkante meter.

Die eiendom is verbeter en bestaan uit 'n woonhuis bestaande uit 'n portaal, sit/eetkamer, gesinskamer, kombuis, badkamer/stort, stort, twee toilette, dubbelmotorhuis en 'n dubbelafdak.

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 Borriusstraat 20, Baillie Park.

Dyason, Prokureurs vir Eiser, Leopont, Kerkstraat-Oos 451, Pretoria. (Tel. 322-8600.) [Verw. T. du Plessis/AN (FF 0536).]

Saak 11689/95

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **Saambou Bank Beperk,** Eiser, en **Clifford Nigel West,** Eerste Verweerder, en **Lisa West,** Tweede Verweerderes

Kennis word hiermee gegee dat ingevolge 'n uitspraak van die Hooggeregshof van Suid-Afrika (Transvaalse Provinsiale Afdeling), in bogemelde saak op 18 Julie 1995 en ter uitvoering van 'n lasbrief tot uitwinning sal die Balju, Kempton Park, op 28 September 1995 om 10:00 te Parkstraat 8, Kempton Park, verkoop:

Sekere Erf 449, Birch Acres-uitbreiding 1-dorpsgebied, Registrasieafdeling IR, Transvaal, met straatadres bekend as Korhaanstraat 26, Birch Acres-uitbreiding 1, groot 991 (negehonderd een-en-negentig) vierkante meter.

Die eiendom is verbeter en bestaan uit 'n woonhuis bestaande uit 'n ingangsportaal, sitkamer, vier slaapkamers, twee badkamers, kombuis, opwaskamer, motorhuis, bediendekamer 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, en die balans betaalbaar teen transport en verseker te word deur 'n waarborg van 'n bank of bouvereniging wat deur die Eiser se prokureur goedgekeur is die waarborg aan die Balju binne 14 (veertien) dae na datum van die verkoping verstrek te word.

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

Dyason, Prokureurs vir Eiser, Leopont, Kerkstraat-Oos 451, Pretoria. (Tel. 322-8600.) [Verw. T. du Plessis/AN (FF 0529).]

Saak 11698/95

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **Saambou Bank Beperk,** Eiser, en **Joao Martinho Pestana,** Verweerder

Kennis word hiermee gegee dat ingevolg '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, Kempton Park, op 28 September 1995 om 10:00 te Parkstraat 8, Kempton Park, verkoop:

Sekere Erf 444, Terenure-uitbreiding 14-dorpsgebied, Registrasieafdeling IR, Tranvaal, met straatadres bekend as Abelstraat 59, Terenure-uitbreiding 14, groot 1 700 (eenduisend sewehonderd) vierkante meter.

Die eiendom is onverbeter en is 'n leë erf met fondasies.

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

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

Dyason, Prokureurs vir Eiser, Leopont, Kerkstraat-Oos 451, Pretoria. (Tel. 322-8600.) [Verw. T. du Plessis/AN (FF 0535.]

Saak 11681/95

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **Saambou Bank Beperk,** Eiser, en **Bernard Edward Johnson,** Eerste Verweerder, en **Marlene Johnson,** Tweede Verweerderes

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, Kempton Park, op 28 September 1995 om 10:00 te Parkstraat 8, Kempton Park, verkoop:

Sekere Erf 149, Kempton Park-Wes-dorpsgebied, Registrasieafdeling IR, Transvaal, beter bekend as Skoolroete 2, Kempton Park-Wes, groot 612 (seshonderd-en-twaalf) vierkante meter.

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

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

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

Dyason, Prokureurs vir Eiser, Leopont, Kerkstraat-Oos 451, Pretoria. (Tel. 322-8600.) [Verw. T. du Plessis/AN (FF 0516.]

Saak 11617/95

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **Saambou Bank Beperk,** Eiser, en **Edward Harley,** Verweerder

Kennis word hiermee gegee dat ingevolge 'n uitspraak van die Hooggeregshof van Suid-Afrika (Transvaalse Provinsiale Afdeling) in bogemelde saak, op 18 Julie 1995 en ter uitvoering van 'n lasbrief tot uitwinning sal die Balju, Kempton Park, op 28 September 1995 om 10:00, te Parkstraat 8, Kempton Park, verkoop:

Sekere Erf 442, Aston Manor-dorpsgebied, Registrasieafdeling IR, Transvaal, beter bekend as Hill Crescent 9, Aston Manor, groot 1 487 (eenduisend vierhonderd sewe-en-tagtig) vierkante meter.

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

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

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

Dyason, Prokureurs vir Eiser, Leopont, Kerkstraat-Oos 451, Pretoria. (Tel. 322-8600.) [Verw. T. du Plessis/AN (FF 0521).]

Saak 11692/95

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **Saambou Bank Beperk,** Eiser, en **Johannes Hermanus Maré,** Verweerder

Kennis word hiermee gegee dat ingevolge 'n uitspraak van die Hooggeregshof van Suid-Afrika (Transvaalse Provinsiale Afdeling) in bogemelde saak, op 18 Julie 1995 en ter uitvoering van 'n lasbrief tot uitwinning sal die Balju, Kempton Park, op 28 September 1995 om 10:00, te Parkstraat 8, Kempton Park, verkoop:

Sekere Deel 30, soos getoon en vollediger beskryf op Deelplan SS302/89 in die skema bekend as Saxon Village, met straatadres bekend as Saxon Village 30, Pongolarivierrylaan, Norkem Park, groot 61 (een-en-sestig) vierkante meter.

Die eiendom is verbeter en bestaan uit 'n woonstel bestaande uit sitkamer, kombuis, twee slaapkamers, badkamer, toilet, motorafdak en swembad in kompleks.

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

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

Dyason, Prokureurs vir Eiser, Leopont, Kerkstraat-Oos 451, Pretoria. (Tel. 322-8600.) [Verw. T. du Plessis/AN (FF 0530).]

Saak 12683/95

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **Saambou Bank Beperk,** Eiser, en **George Henry Gourlie,** Eerste Verweerder, en **Maria Magdelena Gourlie,** Tweede Verweerder

Kennis word hiermee gegee dat ingevolge 'n uitspraak van die Hooggeregshof van Suid-Afrika (Transvaalse Provinsiale Afdeling) in bogemelde saak, op 18 Julie 1995 en ter uitvoering van 'n lasbrief tot uitwinning sal die Balju, Kempton Park, op 28 September 1995 om 10:00, te Parkstraat 8, Kempton Park, verkoop:

Sekere Erf 268, Rhodesfield-dorpsgebied, Registrasieafdeling IR, Transvaal, beter bekend as Mustangstraat 8, Rhodesfield, groot 991 (negehonderd een-en-negentig) vierkante meter.

Die eiendom is verbeter en bestaan uit 'n woonhuis bestaande uit eetkamer, sitkamer, kombuis, drie slaapkamers, 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 Parkstraat 8, Kempton Park.

Dyason, Prokureurs vir Eiser, Leopont, Kerkstraat-Oos 451, Pretoria. (Tel. 322-8600.) [Verw. T. du Plessis/AN (FF 0564).]

Saak 11682/95

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **Saambou Bank Beperk,** Eiser, en **Marthinus Wessel Koekemoer,** Eerste Verweerder, en **Hendriena Johanna Koekemoer,** Tweede Verweerderes

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, Kempton Park, op 28 September 1995 om 10:00, te Parkstraat 8, Kempton Park, verkoop:

Sekere Erf 373, Kempton Park-Wes-dorpsgebied, Registrasieafdeling IR, Transvaal, beter bekend as Tarentaalstraat 10, Kempton Park-Wes, groot 612 (seshonderd-en-twaalf) vierkante meter.

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

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

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

Dyason, Prokureurs vir Eiser, Leopont, Kerkstraat-Oos 451, Pretoria. (Tel. 322-8600.) [Verw. T. du Plessis/AN (FF 0506).]

Saak 37228/95

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **ABSA Bank Beperk,** handeldrywende as United Bank, Eiser, en **Stander Johannes Hendricus,** Identiteitsnommer 7306065021085, Verweerder

'n Openbare veiling sonder 'n reserweprys sal deur die Balju, Oos te Strubenstraat 142, Pretoria, op 27 September 1995 om 10:00, volgens voorwaardes wat nou by die kantore van die Balju, Oos te Strubenstraat 142, Pretoria, ter insae lê en wat ten tye van die veiling voorgelees sal word, van die volgende eiendom:

Deel 24, soos getoon en vollediger beskryf op Deelplan SS307/84, in die skema bekend as Ruben, ten opsigte van die grond en gebou of geboue geleë te Erf 499, Silverton, Stadsraad van Pretoria, van welke deel die vloeroppervlakte, volgens voormelde Deelplan 81 (een-en-tagtig) vierkante meter groot is; en

'n onverdeelde aandeel in die gemeenskaplike eiendom in die skema aan genoemde deel toegedeel ooreenkomstig die deelnemingskwota soos op genoemde deelplan aangeteken, gehou kragtens Transportakte ST77638/94.

Hierdie eiendom is geleë te Ruben 403, Jasmynstraat 517, Silverton, Pretoria.

Die volgende verbeterings is op die eiendom aangebring: Sitkamer, eetkamer, kombuis, twee slaapkamers en badkamer. *Konstruksie: Mure:* Baksteen. *Plafon:* Pleister. *Vloer:* Cer teëls, matte. *Dak:* Plat konkryt. *Buitegeboue:* Afdak.

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/A2015.)

Saak 433/93

IN DIE LANDDROSHOF VIR DIE DISTRIK WONDERBOOM GEHOU TE PRETORIA-NOORD

In die saak tussen **NBS Bank Beperk** (Reg. No. 87/01384/06), Eiser, en **Johannes Jurgens van Staden,** Eerste Verweerder, en **Hester van Staden,** Tweede Verweerder

Ingevolge 'n vonnis toegestaan en 'n lasbrief vir eksekusie gedateer 4 Januarie 1994, word die volgende eiendom deur die Balju, op 29 September 1995 om 11:00, te Wonderboom, Gedeelte 83, De Onderstepoort (noord van Sasko Meule, ou Warmbadpad, Bon Accord) verkoop tot die hoogste aanbod:

Sekere Gedeelte 2 van Erf 73, in die dorpsgebied Orchards, Registrasieafdeling JR, Transvaal, groot 1 000 (eenduisend) vierkante meter, geleë te Mispellaan 14, The Orchards.

Voorwaardes van verkoping:

1. Die eiendom sal verkoop word sonder reserweprys aan die hoogste bieder en sal onderworpe wees aan die bepalings en voorwaardes van die Landdroshowewet en Reëls daaronder geproklameer en van die bepalings van die titelaktes, in so ver dit van toepassing mag wees.

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

Beskywing van eiendom: Huis, sitkamer, eetkamer, kombuis, drie slaapkamers, twee badkamers, twee toilette en TV-kamer. *Buitegeboue:* Enkelmotorhuis, toilet, bediendekamer en afdak. *Ander:* Swembad, plaveisel, hekke en inrylaan.

Betaling: Die koopprys sal betaalbaar wees synde 10% (tien persent) daarvan op die dag van verkoping aan die Balju en die balans tesame met rente daarop, vanaf datum van verkoping tot registrasie van oordrag, sal binne 14 (veertien) dae aan die Balju betaal of gedek word deur 'n goedgekeurde bank- of bougenootskapwaarborg.

Voorwaardes: Die volle voorwaardes van verkoping lê ter insae by die kantoor van die Balju te Wonderboom, Gedeelte 83, De Onderstepoort (noord van Sasko Meule, ou Warmbadpad, Bon Accord).

Gedateer te Pretoria op hierdie 29ste dag van Augustus 1995.

Smuts, Uys en Van der Schyff, Posbus 16454, Pretoria-Noord, 0116.

Case 17031/94
PH 162

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

In the matter between **S A Reptile (Pty) Limited,** Plaintiff, and **Mr Mahomed Amin Mayat,** formerly trading as Kingsleigh Advertising, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, in a sale with a reserve price of R3 200,10, will be held at 131 Marshall Street, Johannesburg, on 28 September 1995 at 10:00, of the one third share held in the undermentioned property by the Defendant 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 880, Fordsburg, Registration Division IR, Transvaal (Gauteng), situated 64 Mint Road, Fordsburg, measuring 316 (three hundred and sixteen) square metres.

Improvements: Garage: No. *Store-rooms:* No. *Driveway:* Cement. *Wall around:* Back wall. *Veranda:* Front. *Roof:* I.B.M.

Deputy was unable to enter the premises for a proper description.

Terms: 10% (ten per centum) of the purchase price in cash on the day of the sale, the balance of interest on the full purchase price at current bond rates payable against registration of the 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 and calculated at 5% (five per centum) on the proceeds of the sale up to a price of R20 000 (twenty thousand rand) and thereafter 3% (three per centum) to a maximum fee of R5 000 (five thousand rand) and minimum of R50,00 (fifty rand).

Frank & Tanner, Plaintiff's Attorneys, First Floor, Corporate Place, 23 Fredman Drive, Sandown. (Tel. 748-1414); P.O. Box 4420, Johannesburg, 2000; c/o Hoffman & Brodkin, Third Floor, North State, corner of Market and Kruis Streets, Johannesburg. (Ref. Mrs Bertasso HN F2354.)

Case 17237/95
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 **Macheli, Macheli Phillip,** 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 29 September 1995 at 10:00, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the Magistrate's Court, General Hertzog Street, Vanderbijlpark, prior to the sale:

Certain: All right, title and interest in the leasehold in respect of Erf 16124, situated in the Township of Sebokeng Extension 21, Registration Division IQ Transvaal, being 16124 Sebokeng Extension 21, Vanderbijlpark.

Measuring: 150 (one hundred and fifty) square metres.

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

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

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

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

Dated at Johannesburg on this 28th 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/M1186.)

Case 17236/95
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 **Motsie, Jacob,** First Execution Debtor, and **Motsie, Maleepo Letia,** 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 29 September 1995 at 10:00, of the undermentioned property of the Defendants on the conditions which will lie for inspection at the Magistrate's Court, General Hertzog Street, Vanderbijlpark, prior to the sale:

Certain: All right, title and interest in the leasehold in respect of Erf 2004, Unit 13, situated in the Township of Sebokeng, Registration Division IQ, Transvaal, being 2004 Unit 13, Sebokeng, Vanderbijlpark.

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 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 14 (fourteen) days from the date of sale.

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

Dated at Johannesburg on this 28th 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/M1187.)

Case 17636/95
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 **Mofokeng, Moses Matheolane,** 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 3 October 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 3299, situated in the Township of Moleleki Extenson 1, Registration Division IR, Transvaal, being 3299 Moleleki Extension 1, Katlehong, Germiston.

Measuring: 277 (two hundred and sevety-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 14 (fourteen) days from the date of sale.

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

Dated at Johannesburg on this 28th 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/M1189.)

Saak 59923/94

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **Raad op Plaaslike Bestuursaangeleenthede,** Eiser, en **Gyp-Glad Investments (Edms.) Beperk,** Verweerder

Ingevolge 'n uitspraak van bogenoemde Hof en lasbrief vir eksekusie gedateer 29 November 1994, sal die hieronder-vermelde eiendom geregtelik verkoop word op 13 Oktober 1995 om 09:00, te Landdroskantoor, Begemanstraat, Heidelberg, aan wie die hoogste aanbod maak:

Erf 618, Vaalmarina Vakansiedorp, IR Transvaal, groot 7 577 vierkante meter, gehou kragtens Akte van Transport T23421/1982.

Volgens inligting wat Eiser kon bekom is gesegde eiendom "Residensieel" gesoneer en is die fisiese adres van die eiendom Sailfishstraat 618, Vaal Marina dorp. Die eiendom is verbeter met basiese munisipale dienste en is verder onverbeterd. Geen waarborge word egter verstrek nie.

Die verkoopvoorwaardes wat onmiddellik voor die verkoping geplaas word, lê ter insae te die kantore van die Balju te Ueckermannstraat 40, Heidelberg.

Die gesegde verkoopvoorwaardes bevat onder andere die volgende voorwaardes:

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

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

Geteken te Pretoria op hierdie 31ste Augustus 1995.

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

Saak 8470/95

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

In die saak tussen **Saambou Bank Beperk,** Eksekusieskuldeiser, en **M. A. Theron,** Eksekusieskuldenaar

Ten uitvoerlegging van 'n vonnis toegestaan deur bogemelde Agbare Hof, sal 'n verkoping sonder reserwes deur die Balju, Kempton Park, op 28 September om 10:00, te Parkstraat 8, Kempton Park, gehou word van die ondergenoemde eiendom van die Eksekusieskuldenaar op die voorwaardes wat deur die afslaer uitgelees sal word ten tye van die verkoping en welke voorwaardes voor die verkoping gelees kan word by die kantoor van die bogemelde Balju, te Kempton Park:

Sekere Erf No.: Gedeelte 8, soos meer breedvoerig beskryf word op Deeltitel Plan S75/86, in die skema bekend as Aneen-woonstelle, Kempton Park-dorpsgebied, Registrasieafdeling IR, Transvaal, gehou onder Titelakte ST37235/93, grootte 38 (agt-en-dertig) vierkante meter, ook bekend as Aneenhof 203, Gladiatorstraat, Kempton Park.

Beskrywing: Eenheid bestaande uit toilet, badkamer, eetkamer, twee slaapkamers, kombuis, alles onder een dak.

Verbeteringe is nie gewaarborg nie.

Die hiernagenoemde eiendom sal vir verkoping aangebied word, en die tersaaklike verkoopvoorwaardes is as volg:

1. Die eiendom sal voetstoots en sonder reserwe verkoop word aan die hoogste bieder, onderhewig aan artikel 66 van die Landdroshofwet.

2. Die koper sal 10% (tien persent) as deposito in kontant betaal by toeslaan van die bod. Waarborg vir die balans binne 30 dae na veiling.

3. Die risiko in en voordeel tot die eiendom sal oorgedra word aan die koper met datum van die verkoping.

Die volle voorwaardes sal voor die verkoping uitgelees en kan gedurende kantoorure nagegaan word by die kantoor van die Balju.

Geteken te Kempton Park op hierdie 29ste dag van Augustus 1995.

C. A. C. Korf, vir Van Rensburg Schoon & Cronje, Die Eike 8, Monumentweg en Longstraat, Kempton Park, 1620. (Verw. mev. Van Heerden/S1335.)

Saak 8467/95

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

In die saak tussen **Saambou Bank Beperk,** Eksekusieskuldeiser, en **J. J. S. Hugo,** Eerste Eksekusieskuldenaar, en **J. S. M. Hugo,** Tweede Eksekusieskuldenaar

Ten uitvoerlegging van 'n vonnis toegestaan deur bogemelde Agbare Hof, sal 'n verkoping sonder reserwes deur die Balju, Kempton Park, op 28 September om 10:00, te Parkstraat 8, Kempton Park, gehou word van die ondergenoemde eiendom van die Eksekusieskuldenaars op die voorwaardes wat deur die afslaer uitgelees sal word ten tye van die verkoping en welke voorwaardes voor die verkoping gelees kan word by die kantoor van die bogemelde Balju, te Kempton Park:

Sekere Erf No.: Erf 1241, Birchleigh-Noord-uitbreiding 1-dorpsgebied, Registrasieafdeling IR, Transvaal, gehou onder Titelakte T16628/91, grootte 1 100 (eenduisend eenhonderd) vierkante meter, ook bekend as Oscarstraat 31, Birchleigh-Noord-uitbreiding 1.

Beskrywing: Woning bestaande uit twee toilette, twee badkamers, eetkamer, vier slaapkamers, kombuis, sitkamer, familie/TV-kamer, studeerkamer, alles onder 'n teëldak, twee motorhuise, dubbele motorafdakke, motoroprit en 'n swembad.

Die eiendom is omhein.

Verbeteringe is nie gewaarborg nie.

Die hiernagenoemde eiendom sal vir verkoping aangebied word, en die tersaaklike verkoopvoorwaardes is as volg:

1. Die eiendom sal voetstoots en sonder reserwe verkoop word aan die hoogste bieder, onderhewig aan artikel 66 van die Landdroshofwet.

2. Die koper sal 10% (tien persent) as deposito in kontant betaal by toeslaan van die bod. Waarborg vir die balans binne 30 dae na veiling.

3. Die risiko in en voordeel tot die eiendom sal oorgedra word aan die koper met datum van die verkoping.

Die volle voorwaardes sal voor die verkoping uitgelees en kan gedurende kantoorure nagegaan word by die kantoor van die Balju.

Geteken te Kempton Park op hierdie 29ste dag van Augustus 1995.

C. A. C. Korf, vir Van Rensburg Schoon & Cronje, Die Eike 8, Monumentweg en Longstraat, Kempton Park, 1620. (Verw. mev. Van Heerden/S1338.)

Saak 8465/95

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

In die saak tussen **Saambou Bank Beperk,** Eksekusieskuldeiser, en **A. Lombard,** Eerste Eksekusieskuldenaar, en **E. S. Lombard,** Tweede Eksekusieskuldenaar

Ten uitvoerlegging van 'n vonnis toegestaan deur bogemelde Agbare Hof, sal 'n verkoping sonder reserwes deur die Balju, Kempton Park, op 28 September om 10:00, te Parkstraat 8, Kempton Park, gehou word van die ondergenoemde eiendom van die Eksekusieskuldenaars op die voorwaardes wat deur die afslaer uitgelees sal word ten tye van die verkoping en welke voorwaardes voor die verkoping gelees kan word by die kantoor van die bogemelde Balju, te Kempton Park:

Sekere Erf No.: Erf 41, Rhodesfield-dorpsgebied, Registrasieafdeling IR, Transvaal, gehou onder Titelakte T14594/93, grootte 1 292 (eenduisend tweehonderd twee-en-negentig) vierkante meter, ook bekend as Kommandostraat 10, Rhodesfield.

Beskrywing: Woning bestaande uit twee toilette, twee badkamers, eetkamer, drie slaapkamers, kombuis, sitkamer, alles onder 'n teëldak, motorhuis en 'n motorafdak.

Die eiendom is omhein met steenmuur en drie heinings.

Verbeteringe is nie gewaarborg nie.

Die hiernagenoemde eiendom sal vir verkoping aangebied word, en die tersaaklike verkoopvoorwaardes is as volg:

1. Die eiendom sal voetstoots en sonder reserwe verkoop word aan die hoogste bieder, onderhewig aan artikel 66 van die Landdroshofwet.

2. Die koper sal 10% (tien persent) as deposito in kontant betaal by toeslaan van die bod. Waarborg vir die balans binne 30 dae na veiling.

3. Die risiko in en voordeel tot die eiendom sal oorgedra word aan die koper met datum van die verkoping.

Die volle voorwaardes sal voor die verkoping uitgelees en kan gedurende kantoorure nagegaan word by die kantoor van die Balju.

Geteken te Kempton Park op hierdie 29ste dag van Augustus 1995.

C. A. C. Korf, vir Van Rensburg Schoon & Cronje, Die Eike 8, Monumentweg en Longstraat, Kempton Park, 1620. (Verw. mev. Van Heerden/S1334.)

Case 11112/95
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 **Nongogo, Psychology Mnyamezeli,** First Defendant, and **Simelane, Emily,** Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court at 182 Leeupoort Street, Boksburg, on Friday, 29 September 1995 at 11:15, of the undermentioned immovable property of the Defendants on the conditions which will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Boksburg, 182 Leeupoort Street, Boksburg:

The right of leasehold in respect of Site 8319, in the Township of Vosloorus Extension 9, Registration Division IR, Transvaal, measuring 305 m^2, held by the Defendants under Certificate of Registered Grant of Leasehold TL19277/1990, being 8319 Vosloorus Extension 9, Vosloorus.

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. and kitchen.

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

The purchaser shall, on the day of the sale, pay 5% (five per centum) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per centum) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg this 7th day of August 1995.

Routledges Incorporated, Plaintiff's Attorneys, First Floor, Colosseum, 41 Kruis Street, Johannesburg. (Tel. 331-0511.) (Ref. ZA3556/JHBFCLS/Mr McCallum/cvdn.)

Case 14416/93
PH 267

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (United Bank Division), formerly known as United Bank Limited, and prior to that United Building Society Limited, and previously United Building Society, Plaintiff, and **Luther, Pieter Machiel,** First Defendant, and **Luther, Colleen,** Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court at 22B Ockerse Street, Krugersdorp, on Wednesday, 27 September 1995 at 10:00, of the undermentioned immovable property of the Defendants on the conditions which will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Krugersdorp, at 22B Ockerse Street, Krugersdorp:

Erf 122, Kenmare Township, Registration Division IQ, Transvaal, measuring 1 993 m^2, held by the Defendants under Deed of Transfer T26725/1990, being 96 Frederick Cooper Street, Kenmare.

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

The dweling consists of entrance hall, lounge, three bedrooms, kitchen, scullery, bathroom, enclosed verandah, garage, servant's room and w.c.

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

The purchaser shall, on the day of the sale, pay 5% (five per centum) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per centum) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg this 11th day of August 1995.

Routledges Incorporated, Plaintiff's Attorneys, First Floor, Colosseum, 41 Kruis Street, Johannesburg. (Tel. 331-0511.) (Ref. Z29365/WRFCLS/Mr Brewer/djl.)

Case 16510/95
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 **Kimmins, Wayne Arthur,** First Defendant, and **McKay, Helen Margaret,** now Kimmins, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court at First Floor, Terrace Building, 1 Eaton Terrace Street, New Redruth, Alberton, on Tuesday, 26 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, Alberton, at First Floor, Terrace Building, 1 Eaton Terrace Street, New Redruth, Alberton:

Erf 2106, Albertsdal Extension 8 Township, Registration Division IR, Transvaal, measuring 1 038 m^2, held by the Defendants under Deed of Transfer T9366/1992, being 11 Haenertsberg Street, Albertsdal Extension 8.

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

The dweling consists of lounge, dining-room, three bedrooms, bathroom, separate w.c. and kitchen.

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

The purchaser shall, on the day of the sale, pay 5% (five per centum) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per centum) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg this 16th day of August 1995.

Routledges Incorporated, Plaintiff's Attorneys, First Floor, Colosseum, 41 Kruis Street, Johannesburg. (Tel. 331-0511.) (Ref. Z91099/JHBFCLS/Mr McCallum/cvdn.)

Case 14758/95
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 **Craggs, John David Mark,** 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:

Erf 542, Rothdene Township, Registration Division IQ, Transvaal, measuring 1 104 m², held by the Defendant under Deed of Transfer T80912/1993, being 59 Jean Street, Rothdene.

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

The dweling consists of entrance hall, lounge, bar, three bedrooms, bathroom/toilet, kitchen, laundry, garage and servant's room.

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

The purchaser shall, on the day of the sale, pay 5% (five per centum) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per centum) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg this 7th day of August 1995.

Routledges Incorporated, Plaintiff's Attorneys, First Floor, Colosseum, 41 Kruis Street, Johannesburg. (Tel. 331-0511.) (Ref. ZA4439/WRFCLS/Mr Brewer/djl.)

Case 14903/95
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 **Bothma, Adriaan Johannes Jacobus,** First Defendant, and **Bothma, Aletta 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 by the Sheriff of the Supreme Court at the main entrance of the Magistrate's Court, General Hertzog Street, Vanderbijlpark, on Friday, 22 September 1995 at 10:00, of the undermentioned immovable property of the Defendants on the conditions which will lie for inspection, prior to the sale, at the main entrance hall of the Magistrate's Court, General Hertzog Street, Vanderbijlpark:

Erf 114 CW1, Vanderbijlpark Township, Registration Division IQ, Transvaal, measuring 650 m², held by the Defendants under Deed of Transfer T67787/1991, being 24 Diesel Street, Vanderbijlpark.

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

The dweling consists of lounge, dining-room, three bedrooms, bathroom/toilet, kitchen, pantry and carport.

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

The purchaser shall, on the day of the sale, pay 5% (five per centum) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per centum) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg this 7th day of August 1995.

Routledges Incorporated, Plaintiff's Attorneys, First Floor, Colosseum, 41 Kruis Street, Johannesburg. (Tel. 331-0511.) (Ref. ZA4486/WRFCLS/Mr Brewer/djl.)

Saak 20508/93

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

In die saak tussen **NBS Bank Beperk** (voorheen bekend as Natal Bouvereniging Beperk), Eiser, en **Evangelia Kouloundis,** Eerste Verweerder, en **Anthony Kouloundis,** Tweede Verweerder

Ingevolge 'n Vonnis toegestaan in die Hof vir die Landdroshof, Kempton Park, en 'n lasbrief vir eksekusie gedateer 5 Mei 1995, eiendom hieronder uiteengesit en in eksekusie verkoop op 28 September 1995 om 10:00, by die Balju-kantore, Parkstraat 8, Kempton Park, aan die hoogste bieër:

Sekere Erf 1392, Glen Marais-uitbreiding 1-dorpsgebied, Registrasieafdeling IR, Transvaal, in die distrik Kempton Park, 947 m² (negehonderd sewe-en-veertig) vierkante meter groot. Die volgende word aangekondig, maar geen waarborg in verband daarmee word verskaf nie:

Vierslaapkamers, drie badkamers, drie toilette, sitkamer, eetkamer, familie/TV-kamer, studeerkamer, kombuis, afdak en teëldak.

Voorwaardes van verkoping:

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

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

Aldus gedoen en geteken te Kempton Park op hede hierdie 22ste dag van Augustus 1995.

E. M. Liebenberg, vir Nel & Oosthuizen, Eerste Verdieping, Gert Nelgebou, Kemptonweg 20, Kempton Park. (Ons verw. EML/sv/M213/MIK334.)

Saak 12146/93

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

In die saak tussen **NBS Bank Beperk** (voorheen bekend as Natal Bouvereniging Beperk), Eiser, en **Nicolaas Johannes Els,** Eerste Verweerder, en **Ester Susan Els,** Tweede Verweerder

Ingevolge 'n vonnis toegestaan in die Hof vir die Landdroshof, Kempton Park, en 'n lasbrief vir eksekusie gedateer 30 Julie 1993, eiendom hieronder uiteengesit in die eksekusie verkoop op 28 September 1995 om 10:00, by die Baljukantore, Parkstraat 8, Kempton Park, aan die hoogste bieër:

Sekere Erf 1514, Norkem Park-uitbreiding 3-dorpsgebied, Registrasieafdeling IR, Transvaal, in die distrik Kempton Park, 1 025 m^2 (eenduisend vyf-en-twintig) vierkante meter groot. Die volgende word aangekondig, maar geen waarborg in verband daarmee word veskaf nie: Drie slaapkamers, twee badkamers, twee toilette, sitkamer, eetkamer, kombuis, teëldak, en oprit.

Voorwaardes van verkoping:

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

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

Aldus gedoen en geteken te Kempton Park op hede hierdie 24ste dag van Augustus 1995.

E. M. Liebenberg, vir Nel & Oosthuizen, Eerste Verdieping, Gert Nelgebou, Kemptonweg 20, Kempton Park. (Verw. EML/sv/M194/MIE199.)

Saak 342/95

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

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

Ingevolge 'n vonnis toegestaan in die Hof vir die Landdros, Kempton Park, en 'n lasbrief vir eksekusie gedateer 21 Februarie 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 455, Dorpsgebied, Kempton Park-Wes, Registrasieafdeling IR, Transvaal, in die distrik Kempton Park, groot 659 (seshonderd nege-en-vyftig) vierkante meter, ook bekend as Tarentaalstraat 31, Kempton Park-Wes, Kempton Park.

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

Woonhuis gebou van baksteen, sinkplaatdak, bestaande uit sitkamer, toilet, badkamer, drie slaapkamers, kombuis en eetkamer. Buitegeboue bestaande uit afdak, wendyhuis, twee motorhuise, oprit, omhein met betonmure.

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 22ste dag van Augustus 1995.

J. H. B. Schnetler, vir Badenhorst-Schnetler Ing., Eerste Verdieping, Hees- en Loggerenberggebou, Longstraat 23, Kempton Park. (Mej. Pretorius/N1115/CDN677.)

Saak 4798/94

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

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

Ingevolge 'n vonnis toegestaan in die Hof vir die Landdros, Kempton Park, en 'n lasbrief vir eksekusie, gedateer 19 Oktober 1994, 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 402, Dorpsgebied Kempton Park-uitbreiding 2, Registrasieafdeling IR, Transvaal, in die distrik Kempton Park, groot 1 208 (eenduisend tweehonderd en agt) vierkante meter, ook bekend as Friedmanstraat 10, Kempton Park.

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

Woonhuis gebou van stene, sinkdak, bestaande uit sitkamer, badkamer, eetkamer, drie slaapkamers en kombuis. Buitegeboue bestaan uit Grannywoonstel en twee afdakke, oprit, gedeeltelik omhein.

Voorwaardes van verkoping:

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

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

Gedateer te Kempton Park op hierdie 28ste dag van Oktober 1995.

J. H. B. Schnetler, vir Badenhorst-Schnetler Ing., Eerste Verdieping, Hees- en Van Loggerenberggebou, Longstraat 23, Kempton Park. (Mej. Pretorius/N925.)

Saak 347/95

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

In die saak tussen **Saambou Bank Beperk,** voorheen bekend as Saambou Nasionale Bouvereniging Beperk (Reg. No. 87/05437/06), Eiser, en **Marinus van Dam,** Eerste Verweerder, en **Marianne van Dam,** Tweede Verweerder

Ingevolge 'n vonnis toegestaan in die Hof vir die Landdros van Kempton Park en 'n lasbrief vir eksekusie gedateer 13 Julie 1995, word die eiendom hieronder uiteengesit in eksekusie verkoop op Donderdag, 28 September 1995 om 10:00, by die Balju Kantore, Parkstraat 8, Kempton Park, aan die hoogste bieder:

Sekere Erf 3838, dorpsgebied Birch Acres-uitbreiding 21, Registrasieafdeling IR, Transvaal, in die distrik Kempton Park, groot 574 (vyfhonderd vier-en-sewentig) vierkante meter.

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

Woonhuis gebou van baksteen, teëldak, bestaande uit sitkamer, drie slaapkamers, badkamer, toilet en kombuis.

Buitegeboue bestaan oprit, twee motorhuise, omring deur drie baksteen mure en een geelektrifiseerde heining.

Voorwaardes van verkoping:

1. Die koopprys sal betaalbaar wees synde 'n deposito in kontant van 20% (twintig persent) en die balans teen registrasie van transport.

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

Gedateer te Kempton Park op hierdie 22ste dag van Augustus 1995.

J. H. B. Schnetler, vir Badenhorst-Schnetler Ingelyf, Eerste Verdieping, Hees en Van Loggerenberg Gebou, Longstraat 23, Kempton Park. (Verw. Mej. Pretorius/S1363/CDS329.)

Saak 6855/95

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

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

Ingevolge 'n vonnis toegestaan in die Hof vir die Landdros van Kempton Park en 'n lasbrief vir eksekusie gedateer 4 Julie 1995, word die eiendom hieronder uiteengesit in eksekusie verkoop op Donderdag, 28 September 1995 om 10:00, by die Balju Kantore, Parkstraat 8, Kempton Park, aan die hoogste bieder:

Sekere Erf 342, dorpsgebied Kempton Park-uitbreiding 3, Registrasieafdeling IR, Transvaal, in die distrik Kempton Park, groot 1 111 (eenduisend eenhonderd en elf) vierkante meter, ook bekend as Swartstraat 50, Kempton Park-uitbreiding 3, Kempton Park.

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

Woonhuis gebou van baksteen, teëldak, bestaande uit sitkamer, toilet, kombuis, badkamer, drie slaapkamers en eetkamer.

Buitegeboue bestaan swembad, carport en driveway.

Voorwaardes van verkoping:

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

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

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

J. H. B. Schnetler, vir Badenhorst-Schnetler Ingelyf, Eerste Verdieping, Hees en Van Loggerenberg Gebou, Longstraat 23, Kempton Park. (Verw. Mej. Pretorius/N1141/CDN702.)

Case 10119/90
PH 83

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

In the matter between **Standard Bank of S A Ltd,** Plaintiff, and **Terry Gordon Heine,** trading as C & A Dry Cleaners, Defendant

On 25 October 1995 at 14:30, a public auction sale will be held at the Deputy Sheriff's Office, Block D, First Floor, Lochner Park, corner of Richards and Suttie Streets, Halfway House, at which the Deputy Sheriff will, pursuant to the judgment of the Court in this action, warrant of execution issued in terms thereof and attachment in execution made thereunder, sell:

Certain Erf 743, Noordwyk Extension 5 Township QR, Registration Division QR, Transvaal, measuring 1 000 square metres, held by the Defendant under Deed of Transfer T12876/1984, also known as 743 Frederick Drive, Noordwyk Extension 5, Midrand.

Improvements reported (which are not warranted to be correct and are not guaranteed): One dwelling-house (hereinafter referred to as the property).

The material conditions of sale are:

1. The sale shall, in all respects, be governed by the Supreme Court Act, No. 59 of 1959, and the rules made hereunder or any amendment thereof or substitution therefore and, subject thereto, the property shall be sold voetstoots to the highest bidder without reserved.

2. The price shall bear interest at the rate current from time to time in terms of the mortgage bond over the property held by the bondholder.

3. The purchaser shall be obliged to pay a deposit of 10% (ten per centum) of the purchase price, immediately after the sale and balance of the price and interest shall within 14 (fourteen) days of date of sale, be paid or be secured by unconditional or approved bank and/or building society guarantees payable to the Deputy Sheriff 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 Deputy Sheriff for 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 thereof of substitution therefore.

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 liability shall pass to the purchaser.

Dated at Johannesburg this the 22nd day of August 1995.

N. Miller, for Attorney for Plaintiff, First Floor, Killarney Mall, Riviera Road, Killarney, 2193; P.O. Box 2034, Houghton, 2034. (Tel. 486-0911.) (Fax. 486-0804.) (Ref. Mr Miller/Mrs Pieters/S1106.)

Case 7379/95
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 **Gubb, Raymond Gauntlett,** 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 9 Elna Randhof, corner of Selkirk Avenue, and Blairgowrie Drive, Randburg, on Tuesday, 3 October 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 Randburg at 9 Elna Randhof, corner of Selkirk Avenue and Blairgowrie Drive, Randburg:

A unit consisting of:

(a) Section 38, as shown and more fully described on Sectional Plan SS 382/89 in the building or buildings known as Villa Victoria II, situated at the Township of Noordhang, Town Council of Randburg, of which section the floor area, according to the said sectional plan is 59 (fifty-nine) square metres in extent and being Unit 38, Flat 38, Villa Victoria II, Bellairs Drive, Noordhang; and

(b) an undivided share in the common property in the land and building or buildings as shown and more fully described on the said sectional plan, apportioned to the said section in accordance with the participation quota of the said section specified in a schedule endorsed on the said sectional plan and held under Certificate of Registered Sectional Title ST 382/89.

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

The dwelling consists of lounge, dining-room, two bedrooms, bathroom/w.c., kitchen and carport.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg this 22nd day of August 1995.

Danie Erasmus, Jay & Partners, Plaintiff's Attorneys, Level Six, Sunnyside Ridge, Sunnyside Drive (entrance at intersection of Carse O'Gowrie and Princess of Wales Roads), Parktown; P.O. Box 87160, Houghton, 2041. (PH 630/DX 589 Jhb.) [Tel. (011) 484-2828.] [Fax. (011) 484-7548.] (Ref. 101827/Mr Georgiades/le.)

Case 1152/95
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 **Pollock, Gary Gerrard,** First Defendant, and **Pollock, Annalene,** 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, 5 October 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 offices of the Sheriff for theSupreme Court, Johannesburg South at 100 Sheffield Street, Turffontein:

Erf 1072, Kenilworth Township, Registration Division IR, measuring 530 m², held by the Defendants under Deed of Transfer T26111/90, being 16 Leo Street, Kenilworth, Johannesburg.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The dwelling consists of: Entrance hall, lounge, three bedrooms, bathroom with w.c., kitchen, garage and servants room.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg this 15th day of August 1995.

Danie Erasmus, Jay & Partners, Plaintiff's Atttorneys, Level Six, Sunnyside Ridge, Sunnyside Drive (entrance at intersection of Carse O'Gowrie and Princess of Wales Roads), Parktown, P.O. Box 87160, Houghton, 2041. [Tel. (011) 484-2828. Fax. (011) 484-7548.] (Ref. 101226/Mr Livingstone/le.)

Case 7907/94

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

In the matter between **Krugersdorp Transitional Local Council,** Execution Creditor, and **Bserahmed Mayet,** Execution Debtor

In pursuance of a judgment in the Court of the Magistrate of Krugersdorp and writ of execution dated 2 March 1995 the following property will be sold in execution on Wednesday, 18 October 1995 at 10:00, in front of the Sheriff's Office, Ground Floor, Klaburn Court, corner of Ockerse and Rissik Streets, Krugersdorp, to the highest bidder, viz:

Erf 1042, Azaadville Extension 1 Township, Registration Division IQ, Transvaal, measuring 1 416 (one thousand four hundred and sixteen) square metres, held by Deed of Transfer T27504/1992, known as 10 Luxima Street, Azaadville, Krugersdorp.

Upon which there is said to be erected this property is undeveloped.

Zoned Residential 1.

No guarantee is however given in regard to the foregoing description.

Terms: R5 000 (five thousand rand) cash at the time of the sale and the balance against registration of transfer to be secured by an approved banker's or building society guanrantee to be delivered within 21 (twenty-one) days, the purchaser to pay transfer costs, rates etc. The property will be sold voetstoots subject to any tenancy or right of occupation.

The full conditions of sale (which must be signed after the sale) may be inspected during office hours at the office of the Sheriff for Krugersdorp, Ground Floor, Kalburn Court, corner of Ockerse and Rissik Streets, Krugersdorp.

Phillips & Osmond, Execution Creditor's Attorneys, Second Floor, Trust Bank Centre, Burger Street, Krugersdorp. (Ref. AVDB/AR/K1955.)

Case 22411/94
PH 667

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **First National Bank of SA Limited,** Execution Creditor, and **Thomas, Penelope Anne,** Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff at the Sheriff's Offices, Lochner Park, Block D, First Floor, corner of Richards Drive and Suttie Road, Halfway House, on 27 September 1995 at 14:30, in respect of the undermentioned property of the Execution Debtor on the conditions to be read out by the auctioneer at the offices of the Sheriff:

Certain: (a) Section 6 (six) as shown and more fully described on Sectional Plan SS33/1977 in the building or buildings known as Cynthia Court, of which the floor area, according to the sectional plan is 88 (eighty-eight) square metres in extent; and

(b) an undivided share in the common property in the land and building or buildings as shown and more fully described on the said sectional plan, apportioned to the said sectional in accordance with the participation quota of the said section.

Held under Deed of Transfer ST33/1977 (6)(Unit), situated at Unit 6, Tonetti Street, Cynthia Court, Halfway House.

Improvements: The following improvements are reported to be on the property but nothing is warranted or guaranteed. Single storey, dining-room, bathroom, outbuildings, kitchen, w.c., lounge, two bedooms and carport.

Terms: 10% (Ten per centum) of the purchase price on the day of the sale 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 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 21ste day of August 1995.

Uys Nel, Execution Creditor's Attorneys, Suite 1811, Sanlam Centre, Jeppe Street, Johannesburg. (Tel. 333-1595.) (Ref. D. Uys/F05010/U0396.)

Case 15075/95

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **NBS Bank Limited,** Plaintiff, and **Von Widdern, Axel Walter Cardinal,** Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of the Sheriff of the Supreme Court for Sandton, Ground Floor, Fluor House, 100 Grayston Drive, Sandown, at 10:00 on Friday, 29 September 1995, of the undermentioned property of the Defendant on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the offices of the Sheriff of the Supreme Court, prior to the sale:

Certain: Erf 862, Douglasdale Extension 56 Township, Registration Division IQ, Transvaal, area 1 040 square metres, situated at 3 Penny Place, Douglasdale Extension 56, Sandton.

Improvements: Vacant land.

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

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

Dykes, Daly, Plaintiff's Attorneys, Sixth Floor, 66 Smal Street, Johannesburg. (Tel. 781-0810.) (Ref. Mr P. le Mottee/ij/N3495.)

Saak 6679/95

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **Stadsraad van Pretoria,** Eksekusieskuldeiser, en **C. B. Groom,** Eksekusieskuldenaar

Kragtens 'n uitspraak in die Hof van die Landdros, Pretoria, en 'n lasbrief vir eksekusie gedateer 17 Maart 1995, sal die onderstaande eiendom op 28 September 1995 om 10:00, te die kantoor van die Balju, Pretoria-Noordwes, Kamer 202, Tweede Verdieping, Olivettihuis, hoek van Schubart- en Pretoriusstraat, Pretoria, geregtelik verkoop word aan die hoogste bieër, naamlik:

Die eiendom wat verkoop word bestaan uit Erf 2786, geleë in die dorpsgebied Laudium, Pretoria, Registrasieafdeling JR, Transvaal, bekend as Bangalstraat 443, Laudium.

Gesoneer vir slegs woonhuis.

Beskrywing: Sitkamer, kombuis, toilet, badkamer en drie slaapkamers.

Verbandhouer: ABSA Bank, 20ste Verdieping, Volkskasgebou, Van der Waltstraat 230, Pretoria.

Terme: Die verkoopvoorwaardes wat op die verkoping betrekking het, lê ter insae by die Balju, Landdroshof, Pretoria-Noordwes, Kamer 202, Tweede Verdieping, Olivettihuis, hoek van Schubart- en Pretoriusstraat, Pretoria.

Die belangrikste voorwaardes daarin vervat is die volgende: 'n Kontantdeposito van 10% (tien persent) van die koopprys is betaalbaar op die dag van die veiling, die balans verseker te word by wyse van 'n bank- of bougenootskapwaarborg in 'n vorm aanvaarbaar vir Eiser se prokureur en wat betaalbaar moet wees teen registrasie van transport in die koper se naam.

Gedateer te Pretoria op hede die 31ste dag van Augustus 1995.

Dyason, vir Dyason Ing., Eise se Prokureurs, Leipont, Kerkstraat-Oos 451, Pretoria. (Verw. MJL/mev. Botha/VF0448.)

Saak 1373/94

IN DIE LANDDROSHOF VIR DIE DISTRIK PIETERSBURG GEHOU TE PIETERSBURG

In die saak tussen **Afbuild (Edms.) Bpk.,** Eiser, en **J. J. Roux,** Verweerder

Ter uitvoering van 'n vonnis en uit hoofde van 'n lasbrief vir eksekusie sal die ondergemelde eiendom in eksekusie verkoop word op 6 Oktober 1995 om 10:00, te Landdroskantoor, Pietersburg, naamlik:

Hoewe 135, Ivydale-landbouhoewes-uitbreiding 1, Registrasieafdeling LS, Transvaal, groot 4,2390 hektaar, gehou kragtens Akte van Titelakte T15841/1994.

Die volgende inligting word gelewer met betrekking tot verbeterings, alhoewel die korrektheid daarvan nie gewaarborg word nie: Sitkamer, eetkamer, ingangportaal, drie slaapkamers, badkamer, stort, twee toilette, familiekamer, studeerkamer, en twee motorhuise.

Terme: Die koopprys sal betaalbaar word by wyse van 10% (tien persent) daarvan op die dag van die verkoping en die onbetaalde balans, tesame met rente daarop, soos gestipuleer in die voorwaardes van verkoping, tot datum van registrasie van oordrag, sal betaal word of verseker word deur die lewering van 'n aanvaarbare bank- of bouverenigingwaarborg binne 30 (dertig) dae vanaf datum van verkoping. Die volledige voorwaardes van verkoping, waarvan die inhoud hierin geïnkorporeer moet word, en wat onmiddellik voor die verkoop uitgelees sal word, mag geïnspekteer word by die kantoor van Balju, Bokstraat 56A, Pietersburg.

Geteken te Pietersburg op hierdie 23ste dag van Augustus 1995.

M. Botha, vir Botha Horak Ing., Prokureur vir Eiser, Joubertstraat 27, Pietersburg, 0699. (Verw. M. Botha/sm5267.)

Saak 15942/95

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **Stadsraad van Pretoria,** Eksekusieskuldeiser, en **H. W. Naidoo,** Eksekusieskuldenaar

Kragtens 'n uitspraak in die Hof van die Landdros, Pretoria, en 'n lasbrief vir eksekusie gedateer 19 April 1995, sal die onderstaande eiendom op 28 September 1995 om 10:00, te die kantoor van die Balju, Pretoria-Noordwes, Kamer 202, Tweede Verdieping, Olivettihuis, hoek van Schubart- en Pretoriusstraat, Pretoria, geregtelik verkoop word aan die hoogste bieër, naamlik:

Die eiendom wat verkoop word bestaan uit Erf 960, geleë in die dorpsgebied Laudium, Pretoria, Registrasieafdeling JR, Transvaal, bekend as Clovestraat 324, Laudium.

Gesoneer vir woonhuis en buitegeboue.

Beskrywing: Sitkamer, eetkamer, twee kombuise, vyf toilette, vyf badkamers en elf slaapkamers.

Verbandhouer: ABSA Bank, 20ste Verdieping, Volkskasgebou, Van der Waltstraat 230, Pretoria.

Terme: Die verkoopvoorwaardes wat op die verkoping betrekking het, lê ter insae by die Balju, Landdroshof, Pretoria-Noordwes, Kamer 202, Tweede Verdieping, Olivettihuis, hoek van Schubart- en Pretoriusstraat, Pretoria.

Die belangrikste voorwaardes daarin vervat is die volgende: 'n Kontantdeposito van 10% (tien persent) van die koopprys is betaalbaar op die dag van die veiling, die balans verseker te word by wyse van 'n bank- of bougenootskapwaarborg in 'n vorm aanvaarbaar vir Eiser se prokureur en wat betaalbaar moet wees teen registrasie van transport in die koper se naam.

Gedateer te Pretoria op hede die 31ste dag van Augustus 1995.

Dyason, vir Dyason Ing., Eise se Prokureurs, Leipont, Kerkstraat-Oos 451, Pretoria. (Verw. MJL/mev. Botha/VF0449.)

Case 23112/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **GBS Mutual Bank,** previously Grahamstown Building Society, Plaintiff, and **Edward Samual Lewis,** First Defendant, and **Garoon Elsie Lewis,** Second Defendant

In terms of a judgment of the Supreme Court of South Africa (Transvaal Provincial Division) in the above-mentioned suit, a sale will be held at the offices of De Klerk, Vermaak & Partners Inc., Overvaal Building, 28 Kruger Avenue, Vereeniging, on Thursday, 28 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 conditions may be inspected at the offices of the Sheriff, prior to the sale:

Erf 80, in the Township of Springcol, Registration Division IQ, Transvaal, also known as 14 Bosman Street, Springcol, Vereeniging, in extent 992 (nine hundred and ninety-two) square metres, held under Deed of Transfer T15344/92, subject to the reservation of mineral rights and subject to such conditions as are mentioned or referred to in the aforesaid Deed.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: Dwelling consisting of five rooms, kitchen, w.c., garage, carport and servant's room.

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

Dated at Pretoria on this 30th day of August 1995.

E. M. Eybers, for Adams & Adams, Shorburg, 429 Church Street, Pretoria. [Tel. (012) 320-8500.] (Ref. EME/ep S1415/94.)

Saak 534/95

IN DIE LANDDROSHOF VIR DIE DISTRIK ERMELO GEHOU TE ERMELO

In die saak tussen **ABSA Bank Beperk** Allied Divisie, Eiser, en **Besana Matthews Mkhonza,** Eerste Verweerder, **Jean Violet Nokuthula Mkhonza,** Tweede Verweerder

Ingevolge 'n vonnis van die Landdroshof vir die distrik Ermelo gedateer 3 Maart 1995 en 'n lasbrief vir eksekusie uitgereik deur die Klerk van die Hof op 3 Maart 1995, sal die ondervermelde vaste eiendom op Vrydag, 29 September 1995 om 10:00, voor die Laddroskantoor te Ermelo, deur die Balju van die Landdroshof, Ermelo, verkoop word aan die persoon wat die hoogste bod maak, naamlik:

Gedeelte 2, van Erf 226, geleë in die dorp Ermelo, Registrasieafdeling IT, Provinsie van Oos-Transvaal, groot 831 (agthonderd een-en-dertig) vierkante meter, gehou kragtens Akte van Transport T26555/94, ook bekend as Fouriestraat 33A, Ermelo. Die eiendom is verbeter.

Woonhuis bestaan uit: Drie slaapkamers, twee badkamers, kombuis, eetkamer, woonkamer, sitkamer, buitegeboue met motorhuis.

Voorwaardes: Volledige verkoopvoorwaardes wat onmiddellik voor die veiling deur die Balju van die Landdroshof, Ermelo, uitgelees sal word, lê in sy kantoor ter insae en is die belangrikste bepalings daarvan die volgende:

(a) Die koper moet onmiddellik nadat die bod op hom toegeslaan is 10% (tien persent) van die koopprys aan die Balju betaal en vir die balans van die koopprys moet die koper 'n bank- of bouverenigingwaarborg aan die Balju van die Landdroshof, Ermelo, lewer binne 14 (veertien) dae na datum van verkoping.

(b) Die koper sal verplig wees om onmiddellik na die bod op hom toegeslaan is, die verkoopvoorwaardes te onderteken.

(c) Die koper sal aanspreeklik wees vir rente, hereregte, transportkoste en agterstallige belastings indien enige, asook ander uitgawes wat nodig is om transport te laat geskied.

Geteken te Ermelo op hierdie 23ste dag van Augustus 1995.

Bekker, Brink & Brink, Unitedgebou, Kerkstraat 60, Privaatsak X9018, Ermelo, 2350. (mnr. Papenfus/cs/SPM 025.)

Saak 172/1995

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

In die saak tussen **ABSA Bank Beperk** United Divisie, Eiser, en **Martiena Elsie Munnik,** Verweerder

Ingevolge 'n vonnis van die Landdroshof vir die distrik Piet Retief gedateer 9 Maart 1995 en 'n lasbrief vir eksekusie uitgereik deur die Klerk van die Hof op 9 Maart 1995, sal die ondervermelde vaste eiendom op Vrydag, 29 September 1995 om 10:00, voor die Landdroskantoor te Piet Retief, deur die Balju van die Landdroshof, Piet Retief, verkoop word aan die persoon wat die hoogste bod maak, naamlik:

Gedeelte 3 van Erf 234, geleë in die dorp Piet Retief, Registrasieafdeling HT, Transvaal, groot 1 379 (eenduisend driehonderd nege-en-sewentig) vierkante meter, gehou kragtens Akte van Transport T53154/1994, ook bekend as Brandstraat 12A, Piet Retief.

Die eiendom is verbeter.

Woonhuis bestaan uit: Eetkamer, sitkamer, studeerkamer, drie slaapkamers, twee badkamers, kombuis, dubbelmotorhuis en buitegeboue.

Voorwaardes: Volledige verkoopvoorwaardes wat onmiddellik voor die veiling deur die Balju van die Landdroshof, Piet Retief, uigelees sal word, lê in sy kantoor ter insae en is die belangrikste bepalings daarvan die volgende:

(a) Die koper moet onmiddellik nadat die bod op hom toegeslaan is 10% (tien persent) van die koopprys aan die Balju betaal en vir die balans van die koopprys moet die koper 'n bank- of bouverenigingwaarborg aan die Balju van die Landdroshof, Piet Retief, lewer binne 14 (veertien) dae na datum van verkoping.

(b) Die koper sal verplig wees om onmiddellik na die bod op hom toegeslaan is, die verkoopvoorwaardes te onderteken.

(c) Die koper sal aanspreeklik wees vir rente, hereregte, transportkoste en agterstallige belastings indien enige, asook ander uitgawes wat nodig is om transport te laat geskied.

Geteken te Ermelo hierdie 23ste dag van Augustus 1995.

Bekker, Brink & Brink, Unitedgebou, Kerkstraat 60, Privaatsak X9018, Ermelo, 2350. (mnr. Papenfus/cs/SPM 026.)

Saak 1954/95

IN DIE LANDDROSHOF VIR DIE DISTRIK ERMELO GEHOU TE ERMELO

In die saak tussen **Hans Jurgens Steyn,** Eerste Eiser, en **Anna Gesina Steyn,** Tweede Eiser, en **Pieter Andries Gouws Wolhuter,** Verweerder

Ingevolge 'n vonnis van die Landdroshof vir die distrik Ermelo, gedateer 13 Julie 1995 en 'n lasbrief vir eksekusie uitgereik deur die Klerk van die Hof op 13 Julie 1995, sal die ondervermelde vaste eiendom op Vrydag, 29 September om 10:00, voor die Landdroskantoor te Ermelo, deur die Balju van die Landdroshof, Ermelo, verkoop word aan die persoon wat die hoogste bod maak, naamlik:

Resterende Gedeelte van Gedeelte 5 ('n gedeelte van Gedeelte 4) van die plaas Nooitgedacht 237, Registrasieafdeling IT, Provinsie van Oos-Transvaal, Groot 256,9596 (tweehonderd ses-en-vyftig komma nege vyf nege ses) hektaar, gehou kragtens Akte van Transport T63955/90. Die eiendom is verbeter.

Voorwaardes: Volledige verkoopvoorwaardes wat onmiddellik voor die veiling deur die Balju van die Landdroshof, Ermelo, uitgelees sal word, lê in sy kantoor ter insae en is die belangrikste bepalings daarvan die volgende:

(a) Die koper moet onmiddellik nadat die bod op hom toegeslaan is 10% (tien persent) van die koopprys aan die Balju betaal en vir die balans van die koopprys moet die koper 'n bank- of bouverenigingwaarborg aan die Balju van die Landdroshof, Ermelo, lewer binne 14 (veertien) dae na datum van verkoping.

(b) Die koper sal verplig wees om onmiddellik na die bod op hom toegeslaan is, die verkoopvoorwaardes te onderteken.

(c) Die koper sal aanspreeklik wees vir rente, hereregte, transportkoste en agterstallige belastings indien enige, asook ander uitgawes wat nodig is om transport te laat geskied.

Geteken te Ermelo op hierdie 23ste dag van Augustus 1995.

Bekker, Brink & Brink, Unitedgebou, Kerkstraat 60, Privaatsak X9018, Ermelo, 2350. (mnr. Papenfus/ef/SPW004.)

Saak 3740/94

IN DIE LANDDROSHOF VIR DIE DISTRIK BRITS GEHOU TE BRITS

In die saak tussen **Magaliespark Timesharing Share Block Limited,** Eiser, en **Mrs Anna Susanna Mageretha Britz,** Verweerder

Ten uitvoerlegging van 'n vonnis in die bogemelde Agbare Hof, gedateer 10 Januarie 1995 en 'n lasbrief vir eksekusie word die volgende eiendom in eksekusie verkoop of 22 September 1995 om 10:00, by die kantore van die Balju te Progress Weg 182, Roodepoort, aan die hoogste bieder:

Portion 1, Erf 15, Florida Township, Registrasieafdeling IQ, Province of Gauteng, gehou kragtens Akte van Transport T6852/1991, geleë te 40 Second Avenue, Florida.

Die reserweprys is R10,00 (tien rand), onderworpe aan bekragtiging in terme van klousule 16 van die verkoopvoorwaardes.

Die eiendom bestaan uit die volgende: Sitkamer, eetkamer, badkamer, vier slaapkamers, gang, kombuis, bediendekwartiere, dubbelwaenhuis, netjiese tuin, teëldak, staalvensterrame, baksteenmure en omheining.

Terme: Die koopprys sal wees 10% (tien persent) daarvan by verkoping en die balans moet binne 10 (tien) dae verseker word by wyse van 'n bank- of bouverenigingwaarborg.

Voorwaardes: Die volle voorwaardes en verkoping wat deur die Adjunk-Balju, Roodepoort, onmiddellik voor die verkoping uitgelees sal word, ter insae lê by die kantoor van die Adjunk-Balju.

Geteken te Randburg op hierdie 21ste dag van Augustus 1995.

Le Roux Meyer Assenmacher, Prokureurs vir Eiser, p.a. Bhadrish Daya Prokureur, Tom Straat 50A, Brits; Posbus 4771, Randburg, 2125. (Tel. 789-6802.) (Faks. 789-7306.) (Verw. S. van Rensburg/CM4270.)

Saak 243/95

IN DIE LANDDROSHOF VIR DIE DISTRIK WOLMARANSSTAD GEHOU TE WOLMARANSSTAD

In die saak tussen **Makwassie Munisipaliteit,** Eiser, en **Mev. A. M. Smith,** Verweerder

Ingevolge 'n vonnis van die Landdroshof en 'n lasbrief eksekusie gedateer 6 April 1995, in bogemelde saak, word 'n openbare veiling en sonder reserweprys gehou voor die Landdroskantoor, Piet Retiefstraat, Wolmaransstad, op Vrydag, 15 September 1995 om 11:00, volgende voorwaardes wat nou by die Balju van die Landdroshof, Wolmaransstad, ter insae lê en wat ten tye van die veiling voorgelees sal word, van die volgende eiendom in besit en tans geregistreer in naam van die verweerder naamlik:

Erf 623, geleë in die dorp Maquassi, Registrasieafdeling HO., provinsie Noordwes, groot 2 231 vierkante meter, ook bekend as Beatleystraat 11, Makwassie.

Hierdie eiendom bevat tans die volgende verbeterings maar niks in verband daarmee word gewaarborg nie:

Die eiendom bestaan uit 'n woonhuis met buitegeboue.

Terme: Die koper moet 'n deposito van 10% (tien persent) van die koopprys, en afslaerskommissie betaal op die dag van die verkoping. Die balans plus rente teen 15,5% (vyftien komma vyf persent) per jaar vanaf datum van verkoping tot datum van betaling is betaalbaar teen registrasie van transport wat verseker moet word deur 'n waarborg van 'n bank of bougenootskap wat deur die Eiser se prokureurs goedgekeur is welke waarborg aan die Balju van die Landdroshof, verskaf moet word binne 14 (veertien) dae na die datum van die verkoping.

Geteken te Wolmaransstad op hede hierdie 23ste dag van Augustus 1995.

W. J. Nieuwoudt, vir Taljaard, Nieuwoudt & Van Tonder, Eiser se Prokureur, Krugerstraat 33, Posbus 287, Wolmaransstad. [Tel. (01811) 2-1072/3/5.]

Case 1251/93

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

In the matter between **NBS Bank Limited,** Plaintiff, and **Vallabh Bhana,** Defendant

A sale in execution will be held on 28 September 1995 at 10:00, at 603A Sixth Floor, Olivetti House, corner of Schubart and Pretorius Streets, Pretoria, of:

Erf 810, situated in the Township of Laudium, Registration Division JR, Transvaal, measuring 446 square metres, known as 320 Indigo Street, Laudium.

The following improvements are reported to be on the property, but nothing is guaranteed: Dwelling single-storey, brick walls, IBR pitched roof, tiles, p.v.c., fitted carpets, lounge, dining-room, kitchen, three bedrooms, bathroom, w.c., concrete walls and concrete pavings.

The conditions of sale may be inspected at the office of the Sheriff, Pretoria North West.

Solomon, Nicolson, Rein & Verster, Plaintiff's Attorney. (Ref. Mr Stolp/RH/M.9169.)

Case 21815/95

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

In the matter between **NBS Bank Limited,** Plaintiff, and **Christo du Plessis,** Defendant

A sale in execution will be held on 27 September 1995 at 10:00, at 142 Struben Street, Pretoria, of:

Section 1 as shown and more fully described on Sectional Plan SS.544/94 in the building or buildings known as Moreletapark 4432 situated at Erf 4432, Moreletapark, Pretoria, of which the floor area according to the said sectional plan is 206 square metres in extent; together with an undivided share in the common property in the land and building or buildings as shown and more fully described on the said sectional plan apportioned to the said section in accordance with the participation quota of the said section, held by the Defendant under Deed of Transfer ST.62998/94, known as Unit 1, 15 Redwood Street, Moreletapark, Pretoria.

The following improvements are reported to be on the property, but nothing is guaranteed: Duet: Tiled roof, brick walls, lounge, dining-room, study, kitchen, family room, three bedrooms, two bathrooms, shower, two w.c.,'s, two stoeps, outside w.c., double garage, garden and parking.

The conditions of sale may be inspected at the office of the Sheriff, Pretoria East.

Solomon, Nicolson, Rein & Verster, Plaintiff's Attorney. (Ref. Mr Stolp/RH/M.1289.)

Case 13311/94
PH 125

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

In the matter between **Robert Allen William Burger,** Plaintiff, and **Donald Vincent McKenzie,** Defendant

In pursuance of a judgment in the Magistrate's Court for the District of Johannesburg held at Johannesburg, in the above-mentioned case dated 14 March 1994, and a warrant of execution dated 25 March 1994, a sale without reserve will be held at 182 Progress Avenue, Lindhaven, on Friday, 22 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 at the offices of the Sheriff, Roodepoort South, prior to the sale:

Erf 68, Fleurhof Township, Registration Division IQ, Transvaal, measuring 794 (seven hundred and ninety-four) square metres, held under Deed of Transfer T28931/1981, situated at 10 Chert Avenue, Fleurhof.

Terms and conditions of sale:

1. *Terms:* 10% (ten per cent) of the purchase price shall be paid at the time of sale unless otherwise agreed by the Execution Creditor and the Sheriff of the Court and the unpaid balance together with interest thereon shall be paid within 30 days or secured by a bank or building society guarantee. Should the Plaintiff be the purchaser no deposit will be paid.

2. *Conditions:* The full conditions of sale which shall be read out by the Sheriff of the Court immediately prior to the sale, may be inspected at the Sheriff's office at Roodepoort South.

Dated at Johannesburg on this 17th day of August 1995.

M. V. Martini, for Cuzen & Woods, Plaintiff's Attorneys, 1 14th Avenue (corner of Oxford Road), Houghton Estate, 2198; P.O. Box 1228, Saxonwold, 2132, Randburg. Address for service of process: First Floor, Metro Centre, Hendrik Verwoerd Drive, Randburg DX 433, Johannesburg. (Tel. 442-3242.) (Ref. M. Martini/B244.)

Case 28094/94
PH 232

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **The Southern Life Association Limited,** Plaintiff/Execution Creditor, and **Mashao, Moses,** Defendant/Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above suit, a sale without reserve will be held at the offices of the Sheriff of Roodepoort, 182 Progress Road, Technikon, Roodepoort, on Friday, 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 of Roodepoort. The property is described as follows:

Erf 353, Mmesi Park Township, Dobsonville, Registration Division IQ, The Province of Gauteng, measuring 341 square metres, held under Certificate of Registered Grant of Leasehold TL10459/91 (dwelling, being a house constructed of brick consisting of three bedrooms, lounge, dining-room, kitchen and two bathrooms).

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

2. Auctioneer's charges payable to the Sheriff on the day of the sale to be calculated as follows: 5% (five per cent) on the proceeds of the sale up to a price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charge R200 (two hundred rand). Plus VAT at the rate of 14% (fourteen per cent) thereon.

Dated at Johannesburg this 24th day of August 1995.

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

Case 43584/95

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

In the matter between **ABSA Bank Limited,** Plaintiff, and **Thomas Grierson,** First Defendant, and **Christine Susanna Grierson,** Second Defendant

A sale will be held at 142 Struben Street, Pretoria, on Wednesday, 27 September 1995 at 10:00:

Erf 1473, Garsfontein Extension 6 Township, Registration Division JR, Transvaal, measuring 1 107 square metres, known as 577 Jacqueline Street, Garsfontein Extension 6.

Particulars are not guaranteed.

Dwelling: Entrance hall, lounge, family room, dining-room, kitchen, three bedrooms, two bathrooms, study, garage and toilet.

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

J. A. Alheit, for MacRobert De Villiers Lunnon & Tindall Inc. (Tel. 328-6770 × 313.) (Ref. N1/B-443653/JAA/M. Oliphant.)

Case 43585/95

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

In the matter between **ABSA Bank Limited,** Plaintiff, and **Ian Buitenhuis,** Defendant

A sale will be held at 142 Struben Street, Pretoria, on Wednesday, 27 September 1995 at 10:00:

Erf 1565, situated in the Township of The Reeds Extension 5, Registration Division JR, Transvaal, measuring 1 000 (one thousand) square metres, known as 54 Wilson Street, The Reeds Extension 5.

Particulars are not guaranteed.

Dwelling: Lounge, dining-room, kitchen, three bedrooms, two bathrooms and single garage.

Inspect conditions at Sheriff, Pretoria South, Holding 83 (corner of Gerhard Street and Wes Avenue), Lyttelton Agricultural Holdings, Verwoerdburgstad.

J. A. Alheit, for MacRobert De Villiers Lunnon & Tindall Inc. (Tel. 328-6770 × 313.) (Ref. N1/B-443657/JAA/M. Oliphant.)

Case 46816/94

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

In the matter between **ABSA Bank Limited,** Plaintiff, and **Dawid Johannes Jordaan,** Defendant

A sale in will be held at 142 Struben Street, Pretoria, on Wednesday, 27 September 1995 at 10:00:

(a) Unit 11, as shown on Sectional Plan SS794/93, in the building Seringpark, situated at Portion 2 of Erf 30, Wapadrand Extension 1 Township, Local Authority, City Council of Pretoria, measuring 91 (ninety-one) square metres; and

(b) an undivided share in the common property in the land and building held under Deed of Transfer 18499/1994 dated 16 March 1994, known as Flat 11, Seringpark, 870 Wapadrand Road, Wapadrand Extension 1.

Particulars are not guaranteed.

Flat: Entrance hall, lounge, dining-room, kitchen, two bedrooms, bathroom and toilet. Garage.

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

J. A. Alheit, for MacRobert de Villiers Lunnon & Tindall Inc. (Tel. 328-6770 × 313.) [Ref. N1/B-443674(414132)/JAA/M. Oliphant.]

Case 4053/95

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

In the matter between **ABSA Bank Limited,** Plaintiff, and **Malesela Richard Makhafola,** 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, 29 September 1995 at 11:00:

(a) Unit 13, as shown on Sectional Plan SS311/92, in the building Bokmakierie, Erf 213, Hesteapark Extension 4, Local Authority, City Council of Akasia, is measuring 59 (fifty-nine) square metres; and

(b) an undivided share in the common property in the land and building held under Deed of Transfer ST97977/94, dated 2 December 1994, known as Flat 13, Bokmakierie, corner of Greyhound and Bokser Streets, Hestea Park Extension 4, Akasia.

Particulars are not guaranteed.

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

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

J. A. Alheit, for MacRobet De Villiers Lunnon & Tindall Inc. (Tel. 328-6770.) (Ref. N1/B-439496/JAA/M. Oliphant.)

Case 4005/95

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

In the matter between **ABSA Bank Limited,** Plaintiff, and **Vincent James Botes,** 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, 29 September 1995 at 11:00:

Erf 1011, situated in the Township of Theresapark Extension 2, Registration Division JR, Transvaal, measuring 800 (eight hundred) square metres, known as 27 Squirrel Street, Theresapark.

Particulars are not guaranteed.

Double-storey house, lounge, family room, dining-room, kitchen, three bedrooms and bathroom. Carport and toilet.

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

J. A. Alheit, for MacRobert De Villiers Lunnon & Tindall Inc. (Tel. 328-6770.) (Ref. N1/B-443632/JAA/M. Oliphant.)

Case 48887/93

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

In the matter between **ABSA Bank Limited,** Plaintiff, and **Benjamin Gert Jacobus Blignaut,** First Defendant, and **Jacobus Michiel Nicolaas Blignaut,** Second Defendant

A sale in will be held at 142 Struben Street, Pretoria, on 27 September 1995 at 10:00:

(a) Unit 1, as shown on Sectional Plan SS494/1993, in the building situated at Erf 279, Garsfontein, measuring 216 (two hundred and sixteen) square metres; and

(b) an undivided share in the common property in the land and building held under Certificate of Registered Sectional Title ST60866/1993 dated 9 August 1993, known as 622 Corinne Street, Garsfontein.

Particulars are not guaranteed.

Duet: Entrance hall, lounge, dining-room, study corner, three bedrooms, bathroom and toilet, shower, patio, servant's room, outside toilet and shower, double garage and thatch roof.

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

L. Joubert, for MacRobert De Villiers Lunnon & Tindall Inc. (Tel. 328-6770 x313.) (Ref. N4c/283145/L. Joubert/JM.)

Case 8976/94

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

In the matter between **ABSA Bank Limited,** Plaintiff, and **Christopher Glen Johnson,** 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, 29 September 1995 at 11:00:

Portion 1 of Erf 111, Clarina Extension 6 Township, Registration Division JR, Transvaal, measuring 389 (three hundred and eighty-nine) square metres known as 25 Luttig Street (corner of Nelson and Luttig Streets), Clarina Extension 6.

Particulars are not guaranteed.

Dwelling: Lounge, dining-room, kitchen, two bedrooms and bathroom. 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 x 313.) (Ref. N1/B-424818/JAA/M. Oliphant.)

Saak 42235/95

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **ABSA Bank Beperk,** Eiser, en **Thania Kruger,** Eerste Verweerder, en **Jan Christoffel Kruger,** Tweede Verweerder

'n Eksekusieverkoping word gehou deur die Balju, Pretoria-Suid, te Strubenstraat 142, Pretoria, op 27 September 1995 om 10:00, van:

Erf 656, geleë in die dorpsgebied Lyttelton Manor-uitbreiding 1, Registrasieafdeling JR, Transvaal, groot 1 938 vierkante meter, gehou kragtens Akte van Transport T98748/94 (beter bekend as Monumentlaan 144, Lyttelton).

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

Verbeterings: 'n Baksteenwoonhuis met staaldak, vovloermatte en keramiekteëlvloere, bestaande uit 'n sitkamer, gesinskamer, eetkamer, kombuis, vier slaapkamers, twee badkamers en studeerkamer.

Buitegeboue: 'n Motorhuis omskep in kantore en toilet.

Besigtig voorwaardes by Balju, Pretoria-Suid, Hoewe 83, hoek van Gerhardstraat en Weslaan, Verwoerdburg.

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

Saak 13064/95

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **ABSA Bank Beperk,** Eiser, en **Douglas Murphy,** Verweerder

'n Eksekusieverkoping word gehou deur die Balju, Wonderboom, te Gedeelte 83, De Onderstepoort (net noord van Sasko Meule), ou Warmbadpad, Bon Accord), op 29 September 1995 om 11:00:

Erf 3305, geleë in die dorpsgebied Doornpoort-uitbreiding 31, Registrasieafdeling JR, Transvaal, groot 503 vierkante meter, gehou kragtens Akte van Transport T46993/94 (beter bekend as Alectrasingel 331, Doornpoort-uitbreiding 31).

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

Buitegeboue: Dubbelmotorhuis.

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

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

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

Saak 14726/95

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Witwatersrandse Plaaslike Afdeling)

In die saak tussen **ABSA Bank Beperk** (United Bank Divisie), Eiser, en **Vernon-Driscol, Anthony Paul,** 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 kantore van die Balju te Marshallstraat 131, Johannesburg, op 28 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 Eenheid 6 soos getoon en meer volledig beskryf in Deelplan SS130/86 in die skema bekend as Tuzla Mews, geleë te Fairland, Johannesburg, en ook bekend as Woonstel 3, Tuzla Mews, Smitstraat 187, Fairland, Johannesburg, grootte 133 m^2 (een drie drie) vierkante meter.

Verbeteringe: (geen waarborg in verband daarmee word gegee nie) bestaan uit die volgende: *Hoofgebou:* Sitkamer, eetkamer, drie slaapkamers, badkamer/toilet, badkamer/sort/toilet en kombuis.

Buitegeboue: Algemene gebou.

Konstruktueer: Baksteen met sement.

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

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

Gedateer te Johannesburg op hede die 29ste dag van Augutus 1995.

Rossouws Prokureurs, Eiser se Prokureurs, Negende Verdieping, Atkinson Huis, Eloff- en Alberstraat, Johannesburg, Posbus 1588, Johannesburg. (Tel. 334-2727.) (Verw. Rossouw/cw/04/A8377E.)

Saak 1193/95

IN DIE LANDDROSHOF VIR DIE DISTRIK ERMELO GEHOU TE ERMELO

In die saak tussen **Johannes Andreas Erasmus,** Vonnisskuldeiser, en **Petstraat Beleggings BK,** Vonnisskuldenaar

Ingevolge 'n vonnis gelewer op 21 April 1995, in die Ermelo Landdroshof, en 'n lasbrief vir eksekusie daarna uitgereik, word die eiendom hieronder beskryf in eksekusie verkoop op 29 September 1995 om 10:00, te Landdroskantoor, Ermelo, aan die hoogste bieër, met geen reserweprys:

Beskrywing: Gedeelte 1 van Erf 664, geleë in die dorp Ermelo, Registrasieafdeling IT, Oos-Transvaal, groot 2 855 vierkante meter, gehou kragtens Akte van Transport T88434/93, met verbeterings.

Straatadres: Die eiendom is verbeter en is geleë te Petstraat 50, Ermelo.

Die volgende inligting word aangegee, maar is nie gewaarborg nie: Die eiendom bestaan uit woonhuis met buitegeboue.

Voorwaardes:

Volledige verkoopvoorwaardes wat onmiddellik voor die veiling uitgelees sal word, word by die kantore van die Balju van die Landdroshof te Jan van Riebeeckstraat, Ermelo, lê ter insae en is die belangrikste bepalings daarvan die volgende:

(a) Die koper moet onmiddellik nadat die bod op hom toegeslaan is, 10% (tien persent) van die koopprys aan die Balju van die Landdroshof te Ermelo, betaal en vir die balans van die koopprys moet die koper 'n bank- of bouverenigingwaarborg aan die Balju vir die Landdroshof, Ermelo, lewer binne 30 (dertig) dae na datum van verkoping.

(b) Die koper sal aanspreeklik wees om onmiddelik na die bod op hom toegeslaan is, die verkoopvoorwaardes onderteken.

(c) Die koper sal aanspreeklik wees vir hereregte, transportkoste en agterstallige belastings indien enige, tesame met Belasting op Toegevoegde Waarde daarop, asook ander uitgawes wat nodig is om transport te laat geskied.

(d) Die koper moet afslaersgelde op die dag van die verkoping aan die Balju van die Landdroshof, Ermelo, betaal, tesame met 14% (veertien persent) BTW op sodanige kommissie.

Gedateer te Ermelo op hierdie 30ste dag van Augustus 1995.

A. Strauss, vir Dr M. M. Nolte, De Clercqstraat 11, Ermelo, 2350. (Verw. mnr. Strauss/ZMJ/107545/S3979.)

Saak 17848/95

IN DIE LANDDROSHOF VIR DIE DISTRIK JOHANNESBURG GEHOU TE JOHANNESBURG

In die saak tussen **Eerste Nasionale Bank van Suidelike Afrika Beperk,** Eiser, en **Naude, P. C.** en **Naude, M. M.,** Verweerders

Die volgende eiendom sal in hierdie saak in eksekusie verkoop word by die verkooplokaal van die Balju voor die Hofgebou, Foxstraatingang, Johannesburg, op Vrydag, 22 September 1995 om 10:00:

Gedeelte 1 van Erf 1501, Newlands (Johannesburg), Registrasieafdeling IQ, Transvaal, geleë Du Preezstraat 12A, Newlands.

Bestaande uit 'n erf waarop opgerig is 'n woonhuis onder staaldak, staalvensters en gepleisterde mure en betonomheinig, die huis bestaan uit sitkamer, sitkamer, badkamer met aparte toilet, twee slaapkamers, gang, kombuis met spens, bediendekamer en stoorkamer met stort.

Die volledige verkoopvoorwaardes kan by die Balju gedurende kantoorure nagegaan word en bepaal onder andere dat die eiendom voetstoots verkoop word en onderhewig aan die bepalings van die Groepsgebiedewet, 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, Property Park, Louw & Heylgebou, Ontdekkersweg 389C, Roodepoort. (Tel. 475-5090.) (Verw. mnr. Gous/ez/23816.)

Saak 4247/94

IN DIE LANDDROSHOF VIR DIE DISTRIK ERMELO GEHOU TE ERMELO

In die saak tussen **ABSA Trust Bpk.** (Allied Bank Divisie), voorheen Allied Bouvereniging, Vonnisskuldeiser, en **Christo Bredell,** Vonnisskuldenaar

Ingevolge 'n vonnis gelewer op 20 Januarie 1995, in die Ermelo Landdroshof, en 'n lasbrief vir eksekusie daarna uitgereik, word die eiendom hieronder beskryf in eksekusie verkoop op 29 September 1995 om 10:00, te Fouriestraat 73, Ermelo, aan die hoogste bieër, met geen reserweprys:

Beskrywing: Resterende Gedeelte van Erf 707, geleë in die dorp Ermelo, Registrasieafdeling IT, Oos-Transvaal, groot 1 763 vierkante meter, gehou kragtens Akte van Transport T74414/91, met verbeterings.

Straatadres: Die eiendom is verbeter en is geleë te Fouriestraat 73, Ermelo.

Die volgende inligting word aangegee, maar is nie gewaarborg nie: Die eiendom bestaan uit woonhuis met buitegeboue.

Voorwaardes:

Volledige verkoopvoorwaardes wat onmiddellik voor die veiling uitgelees sal word, word by die kantore van die Balju van die Landdroshof te Jan van Riebeeckstraat, Ermelo, lê ter insae en is die belangrikste bepalings daarvan die volgende:

(a) Die koper moet onmiddellik nadat die bod op hom toegeslaan is, 10% (tien persent) van die koopprys aan die Balju van die Landdroshof te Ermelo, betaal en vir die balans van die koopprys moet die koper 'n bank- of bouverenigingwaarborg aan die Balju vir die Landdroshof, Ermelo, lewer binne 30 (dertig) dae na datum van verkoping.

(b) Die koper sal aanspreeklik wees om onmiddelik na die bod op hom toegeslaan is, die verkoopvoorwaardes onderteken.

(c) Die koper sal aanspreeklik wees vir hereregte, transportkoste en agterstallige belastings indien enige, tesame met Belasting op Toegevoegde Waarde daarop, asook ander uitgawes wat nodig is om transport te laat geskied.

(d) Die koper moet afslaersgelde op die dag van die verkoping aan die Balju vandie Landdroshof, Ermelo, betaal, tesame met 14% (veertien persent) BTW op sodanige kommissie.

Gedateer te Ermelo op hierdie 30ste dag van Augustus 1995.

B. J. Wheeler, vir Dr M. M. Nolte, De Clercqstraat 11, Ermelo, 2350. (Verw. mnr. Wheeler/ZMJ/C08045.)

Case 01801/95
PH87

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Nelmar Investments CC,** First Defendant, and **Lodone, William Giovanni Basilio,** Second Defendant

1. In the execution of the judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without a reserve price will be held at 131 Marshall Street, Johannesburg, 28 September 1995 at 10:00, on the conditions read out by the auctioneer at the office of the Sheriff, 131 Marshall Street, Johannesburg, 131 Marshall Street, prior to the sale, of the undermentioned property situated at:

1. Erf 2378, Jeppestown Township, Registration Division IR, Transvaal, measuring 248 (two hundred and forty-eight square metres).

2. Erf 2379, Jeppestown Township, Registration Division IR, Transvaal, measuring 248 (two hundred and forty-eight) square metres.

3. Erf 2382, Jeppestown Township, Registration Division IR, Transvaal, measuring 495 (four hundred and ninety-five square metres), Township, Registration Division, Transvaal, measuring square metres, held by Deed of Transfer T4615/95, which is zoned as residential and consists of (not guaranteed): Two storey flat building consisting of facr brick with nine two-bedroomed flats and one one bedroom flat, five basements and lock up garage.

2. *Terms:*

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

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

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

2.2.2 minimum charges R200 (two hundred rand).

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

Dykes, Daly, Attorneys for Plaintiff, Sixth Floor, 66 Smal Street, Johannesburg. [Tel. (011) 337-7317.] (Ref. Mr Daly/Mrs Stratis.)

Case 1777/91

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

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Debra Ann Thompson,** Defendant

On 11 October 1995 at 10:00, a public auction will be held at Johria Court, 4 Du Plessis Road, Florentia, Alberton, at which the Deputy of the Magistrate's Court will, pursuant to the judgment of the Court in this action and warrant of execution issued in terms thereof and attachment in execution made thereunder sell:

The Defendant's right, title and interest in certain Erf 2357, Brackenhurst Extension 2 Township, also known as 29 Renonkel Street, Brackenhurst, Alberton, measuring 1 500 (one thousand five hundred) square metres.

Improvements (these improvements are not warranted to be correct and are not guaranteed): A residence consisting of three bedrooms, two bathrooms, kitchen, lounge, dining-room and two garages. The property is enclosed by a fence.

The material conditions of sale are:

1. The sale shall, in all respect be governed by the Magistrates' Courts Act, 1944, and the rules made thereunder or any amendment thereof substitution therefore and, subject thereto, the property shall be sold voetstoots to the highest bidder.

2. The price shall bear interest at the current rate from time to time in terms of the mortgage bond over the property held by the Plaintiff which was 20,75% (twenty comma seven five per cent) per annum at the time of the preparation of these conditions from date of sale to date of payment.

3. The purchaser shall be obliged to pay a deposit of 10% (ten per centum) of the price or one thousand rand (whichever is the greater) together with 4% (four per cent) Sheriff's commission and 14% VAT immediately after the sale and the balance of the price and interest shall, within fourteen (14) days of date of sale, be paid or be secured by unconditional or approved bank and/or building society guarantee/s payable to the Sheriff of the Magistrate's Court and/or such 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 Magistrate's Court for acting as auctioner and all amounts necessary to obtain transfer of the property, including stamp duty, other costs of transfer and all such rates and taxes and leasehold and other charges which are payable to the local or any other authority prior to passing of transfer of the property to the purchaser.

5. Possession and occupation of the property shall, subject to the rights of any existing tenant/s pass to the purchaser upon sale, being effected from which date all benefits, risks and liability shall pass to the purchaser.

Dated at Alberton this the 28th day of August 1995.

B. L. du Plessis, for Bernard L. du Plessis, 100 Marwik Centre, 17 Fore Street, New Redruth, Alberton, 1450. (Ref. Mr du Plessis/CK/3396.)

Case 16343/95

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

In the matter between **ABSA Bank Limited,** Plaintiff, and **Schaaf, Petrus Hendrik de la Rey,** Defendant

A sale without reserve will be held at the office of the Sheriff of the Supreme Court, First Floor, Terrace Building, 1 Eaton Terrace, New Redruth, Alberton, on Tuesday, 3 October 1995 at 10:00, of the undermentioned immovable property of the Defendant, on the conditions, which may be inspected at the office of the Sheriff of the Supreme Court, prior to the sale:

Erf 1754, Albertsdal Extension 6 Township, Registration Division IR, Transvaal, measuring 950 square metres, held by the Defendant under Deed of Transfer T21286/86, being 5 Drakensberg Crescent, Albertsdal and consists of an entrance hall, lounge, dining-room, bathroom/w.c., kitchen, and servants' quarters/w.c. Improvements described hereunder are not guaranteed.

Terms: 10% (ten per cent) deposit on sale, balance by acceptable guarantee or cash within 14 days of sale. Sheriff's commission payable by the purchaser on date of sale.

Dated at Johannesburg on 22 August 1995.

K. J. Braatvedt, for Smith Jacobs & Braatvedt, Plaintiff's Attorneys, First Floor, Cradock Heights, 21 Cradock Avenue, Rosebank, Johannesburg. (Tel. 883-2740.)

Case 12964/95

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited,** Plaintiff, and **Sutherland, Colin Andrew,** Defendant

A sale without reserve will be held at the office of the Sheriff of the Supreme Court, Johannesburg Central, 131 Marshall Street, Johannesburg, on Thursday, 5 October 1995 at 10:00, of the undermentioned property, on conditions which may be inspected at the offices of the Sheriff, prior to the sale:

A unit consisting of:

(a) Section 28, as shown and more fully described on Sectional Plan 35/1983, in the building or buildings known as Eastgate, of which the floor area, according to the said sectional plan, is 28 (twenty-eight) square metres in extent; and

(b) an undivided share in the common property in the land and building or buildings as shown and more fully described on the said sectional plan, apportioned to the said section in accordance with the participation quota of the said section, held under Certificate of Registered Sectional Title 35/1983 (28) (Unit) dated 4 March 1983, subject to the conditions of title, being Flat 312 (section 28), Eastgate, corner of Twist and Bok Streets, Johannesburg, and which is a bachelor unit and consists of a lounge/bedsitter, kitchen and bathroom/w.c. Improvements are not guaranteed.

Terms: 10% (ten per cent) deposit on sale, balance by acceptable guarantee or cash within 14 days of sale. Sheriff's commission payable by the purchaser on date of sale.

Dated at Johannesburg on 29 August 1995.

K. J. Braatvedt, for Smith Jacobs & Braatvedt, Plaintiff's Attorneys, First Floor, Cradock Heights, 21 Cradock Avenue, Rosebank, Johannesburg. (Tel. 883-2740.)

Case 14294/95

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited,** Plaintiff, and **Clements, Aneline,** Defendant

A sale without reserve will be held at the office of the Sheriff of the Court, Germiston South, Third Floor, United Building, 177 President Street, Germiston, on Monday, 2 October 1995 at 10:00, of the undermentioned immovable property of the Defendant, on the conditions which may be inspected at the office of the Sheriff of the Court, Germiston South:

Erf 465, Dinwiddie Township, Registration Division IR, Transvaal, measuring 773 square metres, held by the Defendant under Deed of Transfer T39815/1993, being 19 Exford Street, Dinwiddie, Germiston, and consisting of an entrance hall, lounge, dining-room, study, three bedrooms, bathroom/shower/w.c., kitchen, garage and staff room. Improvements described hereunder are not guaranteed.

Terms: 10% (ten per cent) deposit on sale, balance by acceptable guarantee or cash within 14 days of sale. Sheriff's commission payable by the purchaser on date of sale.

Dated at Johannesburg on 29 August 1995.

K. J. Braatvedt, for Smith Jacobs & Braatvedt, Plaintiff's Attorneys, First Floor, Cradock Heights, 21 Cradock Avenue, Rosebank, Johannesburg. (Tel. 883-2740.)

Case 14633/95

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited,** Plaintiff, and **Boekholt, Johan Cornelis,** Defendant

A sale without reserve will be held at the office of the Sheriff of the Supreme Court, Johannesburg Central, 131 Marshall Street, Johannesburg, on Thursday, 5 October 1995 at 10:00, of the undermentioned property, on conditions which may be inspected at the offices of the Sheriff, prior to the sale:

A unit consisting of:

(a) Section 48, as shown and more fully described on Sectional Plan SS94/1985, in the building or buildings known as Da Gama Court, of which the floor area, according to the said sectional plan, is 46 (forty-six) square metres in extent; and

(b) an undivided share in the common property in the land and building or buildings as shown and more fully described on the said sectional plan, apportioned to the said section in accordance with the participation quota of the said section, held under Certificate of Registered Sectional Title ST94/1985 (Unit) dated 13 May 1995, subject to the conditions of title, being Flat 76, Da Gama Court, Caroline Street, Hillbrow, which consists of a lounge, bathroom/w.c., kitchen and bedroom/sitter. Improvements are not guaranteed.

Terms: 10% (ten per cent) deposit on sale, balance by acceptable guarantee or cash within 14 days of sale. Sheriff's commission payable by the purchaser on date of sale.

Dated at Johannesburg on 25 August 1995.

K. J. Braatvedt, for Smith Jacobs & Braatvedt, Plaintiff's Attorneys, First Floor, Cradock Heights, 21 Cradock Avenue, Rosebank, Johannesburg. (Tel. 883-2740.)

Case 12961/95

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited,** Plaintiff, and **Elias, Trevor Vincent,** First Defendant, and **Elias, Murial Daphne,** Second Defendant

A sale without reserve will be held at 131 Marshall Street, Johannesburg, on Thursday, 5 October 1995 at 10:00, of the undermentioned immovable property of the Defendants, on the conditions, which may be inspected at the office of the Sheriff of the Supreme Court, 100 Sheffield Street, Turffontein, Johannesburg:

A unit consisting of:

(a) Section 4, as shown and more fully described on Sectional Plan SS109/1985, in the scheme known as Blakefield 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 78 (seventy-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 ST21822/1994, situated at Flat 4, Blakefield Court, Turffontein, Johannesburg, and which consists of a lounge, two bedrooms, bathroom/w.c., kitchen and scullery. Improvements described hereunder are not guaranteed.

Terms: 10% (ten per cent) deposit on sale, balance by acceptable guarantee or cash within 14 days of sale. Sheriff's commission payable by the purchaser on date of sale.

Dated at Johannesburg on 23 August 1995.

K. J. Braatvedt, for Smith Jacobs & Braatvedt, Plaintiff's Attorneys, First Floor, Cradock Heights, 21 Cradock Avenue, Rosebank, Johannesburg. (Tel. 883-2740.)

Case 8579/95

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited,** Plaintiff, and **Nkadimeng, Mamakau Philemon,** Defendant

A sale without reserve will be held at 131 Marshall Street, Johannesburg, on Thursday, 5 October 1995 at 10:00, of the undermentioned immovable property of the Defendant, on the conditions, which may be inspected at the office of the Sheriff of the Supreme Court, 100 Sheffield Street, Turffontein, Johannesburg:

Erf 781, Mulbarton Extension 2 Township, Registration Division IR, the Province of Gauteng, measuring 1 357 square metres, held by the Defendant under Deed of Transfer T31292/93, being 4 Godalming Street, Mulbarton Extension 2, Glenvista, and which consists of entrance hall, lounge, dining-room, three bedrooms, two bathrooms/w.c./shower, kitchen, scullery/laundry, bar room, dressing room, store-room and w.c. Improvements described hereunder are not guaranteed.

Terms: 10% (ten per cent) deposit on sale, balance by acceptable guarantee or cash within 14 days of sale. Sheriff's commission payable by the purchaser on date of sale.

Dated at Johannesburg on 23 August 1995.

K. J. Braatvedt, for Smith Jacobs & Braatvedt, Plaintiff's Attorneys, First Floor, Cradock Heights, 21 Cradock Avenue, Rosebank, Johannesburg. (Tel. 883-2740.)

Case 31886/90

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited,** Plaintiff, and **Pengelly, Jennifer Margaret,** Defendant

A sale without reserve will be held at the office of the Sheriff of the Supreme Court, Johannesburg North, 131 Marshall Street, Johannesburg, on Thursday, 5 October 1995 at 10:00, of the undermentioned property, on conditions which may be inspected at the offices of the Sheriff, prior to the sale:

Erf 583, Greenside Township, Registration Division IR, Transvaal, measuring 1 012 square metres, held by the Defendant under Deed of Transfer T12549/74, situated at 19 Chirnside Road, Greenside, Johannesburg.

Improvements described hereunder are not guaranteed. The property consists of entrance hall, lounge, dining-room, sun room, three bedrooms, two bathrooms, kitchen, pantry, scullery, servants' quarters, shower/w.c., laundry, store-room and pool with filter.

Terms: 10% (ten per cent) deposit on sale, balance by acceptable guarantee or cash within 14 days of sale. Sheriff's commission payable by the purchaser on date of sale.

Dated at Johannesburg on 25 August 1995.

K. J. Braatvedt, for Smith Jacobs & Braatvedt, Plaintiff's Attorneys, First Floor, Cradock Heights, 21 Cradock Avenue, Rosebank, Johannesburg. (Tel. 883-2740.)

Saak 4504/95

IN DIE LANDDROSHOF VIR DIE DISTRIK PIETERSBURG GEHOU TE PIETERSBURG

In die saak tussen **NBS Bank Beperk,** Eiser, en **Arnoldus Johannes Pretorius,** Verweerder

Kennis word hiermee gegee dat nadat 'n lasbrief vir eksekusie gedateer 19 Julie 1995 uitgereik is deur die bogemelde Agbare Hof, sekere vaste eiendom naamlik:

Erf 4172, in die dorp Pietersburg-uitbreiding 11, Registrasieafdeling IS, Transvaal, beter bekend as Keogstraat 27, Flora Park, Pietersburg, groot 1 012 (een nul een drie) vierkante meter, bestaande uit drie slaapkamerwoonhuis, een en 'n halwe badkamer, familiekamer, kombuis, eetkamer, sitkamer, waskamer, speelkamer, twee motorhuise en patio, verkoop sal word in eksekusie deur die Balju van die Landdroshof/afslaer te Landdroskantoor, Pietersburg, hoek van Bodenstein- en Landdros Marestraat op 6 Oktober 1995 om 10:00.

Die eiendom word verkoop onderhewig aan die verkoopvoorwaardes wat ter insae lê by die Landdroshof, Pietersburg, en die kantoor van die Balju, Pietersburg, welke voorwaardes onder andere die volgende vervat:

1. Die koper moet 'n deposito van 10% (tien persent) van die koopprys in kontant onmiddellik na die toeslaan van die bod betaal, die balans teen transport en verseker te word deur 'n waarborg van 'n bank of bouvereniging wat deur die Eiser se prokureurs goedgekeur is, die waarborg aan die Balju van die Landdroshof of afslaer binne veertien (14) dae na die datum van die verkoping verstrek te word.

2. Nog die Eiser nog die Verweerder nog die Balju van die Landdroshof/afslaer verskaf enige waarborg wat betref die eiendom en word die eiendom voetstoots verkoop.

Geteken te Pietersburg op hierdie 24ste dag van Augustus 1995.

P. S. Steyn, vir Du Toit, Swanepoel & Steyn, Tweede Verdieping, NBS-gebou, Landdros Maréstraat 53, Pietersburg, 0700. (Verw. mnr. Steyn/tv/5079.)

Case 14678/95
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 **Leopeng, Chupisha Robert,** First Defendant, and **Leopeng, Senkgane Maureen,** Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without reserve will be held at the offices of the Sheriff of the Supreme Court, 131 Marshall Street, Johannesburg, on Thursday, 28 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: The right, title and interest in the leasehold in respect of Lot 4393, Chiawelo Extension 2 Township, Registration Division IQ, Transvaal, measuring 208 (two hundred and eight) square metres, held under Certificate of Registered Grant of Leasehold TL11254/1988, and situated at Lot 4393, Chiawelo Extension 2, zoned Residential (hereafter 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 living-room, kitchen, two bedrooms, bathroom and w.c. The boundary is fenced.

Terms:

(a) The property shall be sold without reserve and to the highest bidder.

(b) The purchaser shall, in addition to the purchase price bid, pay all costs and expenses incurring 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, 131 Marshall Street, Johannesburg.

Dated at Johannesburg on this 25th 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/N86423.)

Case 3552/95

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

In the matter between **City of Johannesburg Pension Fund,** Plaintiff, and **Albert Moketimi,** Defendant

In pursuance of a judgment in the Court for the Magistrate of Johannesburg and writ of execution dated 21 February 1995, the property listed hereunder will be sold in execution on Friday, 29 September 1995 at 10:00, at the Johannesburg Magistrate's Court, Fox Street entrance, Johannesburg:

Certain: A unit consisting of Section 85 as shown and more fully described on Sectional Plan SS12/1986 in the scheme known as Quartz Plaza in respect of the land and building or buildings situated at Township of Johannesburg, in the Local Authority of Johannesburg, of which the floor area, according tio the said sectional plan is 92 (ninety-two) square metres in extent and an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan held under Deed of Transfer ST4541/93; and situated at 82 Quartz Plaza, corner of Quartz and Plein Streets, Johannesburg.

Zoned: Residential.

The following improvements are reported to be on the property, but nothing is guaranteed: A sectional title unit consisting of a living-room, two bedrooms, bathroom, kitchen and an open balcony.

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 16,25% (sixteen comma two five per cent) per annum from date of sale, payable against registration of transfer, to be secured by a bank or building society or other acceptable guarantee to be furnished within 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 Court, 131 Marshall 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/J85276.)

Case 13569/95

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **ESKOM Finance Company (Pty) Ltd,** Plaintiff, and **Phumaphi Petrus Mabuza,** Defendant

A sale by public auction without a reserve price will be held by the Sheriff, Ermelo, at the Magistrate's Court, Jan van Riebeeck Street, Ermelo on 28 September 1995 at 10:00, of the following property:

All the right, title and inerest in the leasehold in respect of Erf 3235, Wesselton Extension 2 Townhip, Registration Divison IT, Transvaal, measuring 325 square metres, held by the Defendant under Certificate of Registered Grant of Leasehold TL84582/90.

Street address: Stand 3235, Wesselton Extension 2, Ermelo, Transvaal.

Improvements on the property: Lounge, bathroom/toilet, two bedrooms and kitchen. Single-storey dwelling-house.

The nature, extent and improvements are not guaranteed.

Inspect the conditions of sale at the Sheriff's Offices at G. F. Botha & Van Dyk Building, corner of Church and Joubert Streets, Ermelo.

Rooth & Wessels, Plaintiff's Attorneys, 38 Church Square, Pretoria. [Tel. (012) 325-2940.] (Ref. N. K. Petzer/lm.)

Saak 8466/95

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

In die saak tussen **Saambou Bank Beperk,** Eksekusieskuldeiser, en **N. D'Agnese,** Eerste Eksekusieskuldenaar, en **D. S. Watkins,** Tweede Eksekusieskuldenaar

Ten uitvoerlegging van 'n Vonnis toegestaan deur bogemelde Agbae Hof sal 'n verkoping sonder reserwes deur die Balju, Kempton Park, op 28 September 1995 om 10:00, te Parkstraat 8, Kempton Park, gehou word van die ondergenoemde eiendom van die Eksekusieskuldenaar op die voorwaardes wat deur die afslaer uitgelees sal word ten tye van die verkoping en welke voorwaardes voor die verkoping gelees kan word by die kantoor van die bogemelde Balju, te Kempton Park:

Sekere: Erf 192, Bonaero Park-dorpsgebied, Registrasieafdeling IR, Transvaal.

Transportaktenommer: Gehou onder Titelakte T37571/94, grootte 878 (agt honderd agt-en-sewentig) vierkante meter, ook bekend as J. B. M. Hertzoglaan 3, Bonaero Park.

Beskrywing: Woning bestaande uit twee toilette, twee badkamers, drie slaapkamers, kombuis, twee sitkamers, alles onder 'n teëldak, motorhuis, motoroprit en 'n swembad. Verbeterings is nie gewaarborg nie.

Die hiernagenoemde eiendom sal vir verkoping aangebied word, en die tersaaklike verkoopvoorwaardes is as volg:

1. Die eiendom sal voetstoots en sonder reserwe verkoop word aan die hoogste bieder, onderhewig aan artikel 66 van die Landdroshofwet.

2. Die koper sal 10% (tien persent) as deposito in kontant betaal by toeslaan van die bod. Waarborg vir die balans binne 30 dae na veiling.

3. Die risiko in en voordeel tot die eiendom sal oorgedra word aan die koper met datum van die verkoping.

Die volle voorwaardes sal voor die verkoping uitgelees en kan gedurende kantoorure nagegaan word by die kantoor van die Balju.

Geteken te Kempton Park op hierdie 29ste dag van Augustus 1995.

C. A. C. Korf, vir Van Rensburg Schoon & Cronje, Die Eike 8, Monumentweg en Longstraat, Kempton Park, 1620. (Verw. mev. Van Heerden/S1333.)

Saak 541/95

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

In die saak tussen **Eerste Nasionale Bank,** Eiser, en **L. J. Labuschagne,** Verweerder

Ten uitvoerlegging van 'n Vonnis, sal die ondergemelde goedere op 27 September 1995, deur die Balju vir die Landroshof, Volksrust, by die Landdroskantoor te Wakkerstroom, om 10:00 per openbare veiling verkoop word aan die hoogste bieder vir kontant, naamlik:

1. Resterende gedeelte van die plaas Schoon der Zigt 68, Registrasieafdeling HT, provinsie Oos-Transvaal, groot 392,1403 hektaar.

2. Gedeelte 1 van die plaas Grootlaagte 70, Registrasieafdeling HT, provinsie Oos-Transvaal, groot 176,8436 hektaar.

3. Resterende gedeelte van Gedeelte 7 van die plaas St Helena 67, Registrasieafdeling HT, provinsie Oos-Transvaal, groot 168,3350 hektaar.

1. Die belangrikste voorwaarde is dat die verkoping voetstoots geskied sonder reserwe en dat 10% (tien persent) van die koopprys op die dag van verkoping in kontant en die restant by registrasie waarvoor 'n bankwaarborg binne 14 (veertien) dae na datum van verkoping gelewer moet word.

Geteken te Volksrust op hierdie 25ste dag van Augustus 1995.

Coetzee Spoelstra & Van Zyl Ing., Prokureurs vir Eiser, Laingsnekstraat 11, Posbus 86, Volksrust, 2470.

Case 9772/91

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

In the matter between **ABSA Bank Limited** (United Bank Division), Plaintiff, and **Ponki Martha Makutso,** Defendant

A sale in execution of the property described hereunder will take place on 27 September 1995 at 10:00, at the offices of the Sheriff of the Magistrate's Court, Johriahof, 4 Du Plessis Road, Florentia, Alberton:

Erf 2771 (formerly 544), Likole Extension 1 Township, Registration Division IR, Province of Gauteng, measuring 270 (two hundred and seventy) square metres, property also known as 2771 Likole Extension 1, Katlehong, District of Alberton.

Comprising: Lounge, kitchen, bedroom, bathroom/toilet and wire fencing.

A bond can be arranged for an approved purchaser.

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

Dated: 29 August 1995.

K. Dinner, for ABE Diner Pestana & Associates, Attorney for Plaintiff, Second Floor, United Building, Library Street, Germiston, 1401. (Ref. 17642/KD/PT.)

Case 571/95

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

In the matter between **ABSA Bank Limited** (United Bank Division), Plaintiff, and **Lulama Victor Mjuleni,** Defendant

A sale in execution of the property described hereunder will take place on 27 September 1995 at 10:00, at the offices of the Sheriff of the Magistrate's Court, Johriahof, 4 Du Plessis Road, Florentia, Alberton:

Erf 2789 (formerly 562), Likole Extension 1 Township, Registration Division IR, Province of Gauteng, measuring 276 (two hundred and seventy-six) square metres; property also known as 2789 Likole Extension 1, Katlehong, District of Alberton.

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

A bond can be arranged for an approved purchaser.

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

Dated: 30 August 1995.

K. Dinner, for Abe Dinner Pestana & Associates, Attorney for Plaintiff, Second Floor, United Building, Library Street, Germiston, 1401. (Ref. 19553/KD/PT.)

Case 7276/95

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

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff and **Phakamile Allen Sidaki,** Defendant

A sale in execution of the property described hereunder will take place on 27 September 1995 at 10:00, at the offices of the Sheriff of the Magistrate's Court, Johriahof, 4 Du Plessis Road, Florentia, Alberton:

Erf 532, Spruit View Extension 1 Township, Registration Division IR, Province of Gauteng, measuring 600 (six hundred) square metres, property also known as 532 Spruitview Extension 1, Katlehong, District Alberton.

Comprising: Entrance hall, lounge, dining-room, study, kitchen, four bedrooms, two bathrooms/toilet and double garage.

A bond can be arranged for an approved purchaser.

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

Dated: 30 August 1995.

K. Dinner, for Abe Dinner Pestana & Associates, Attorney for Plaintiff, Second Floor, United Building, Library Street, Germiston, 1401. (Ref. 20249/KD/PT.)

Case 6620/95

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

In the matter between **ABSA Bank Limited** (United Bank Division), Plaintiff and **Themba Julian Cembi,** Defendant

A sale in execution of the property described hereunder will take place on 27 September 1995 at 10:00, at the offices of the Sheriff of the Magistrate's Court, Johriahof, 4 Du Plessis Road, Florentia, Alberton:

Erf 2646 (formerly 419), Likole Extension 1 Township, Registration Division IR, Province of Gauteng, measuring 280 (two hundred and eighty) square metres, property also known as 2646 Likole Extension 1, Katlehong, District of Alberton.

Comprising: Lounge, dining-room, bedroom and kitchen.

A bond can be arranged for an approved purchaser.

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

K. Dinner, for Abe Dinner Pestana & Associates, Attorney for Plaintiff, Second Floor, United Building, Library Street, Germiston, 1401. (Ref. 20211/KD/PT.)

Case 14821/95

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **NBS Bank Limited,** Plaintiff, and **Mokoena Abednego,** First Defendant, and **Mokoena Maggie,** 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, 29 September 1995 at 10:00, by the Sheriff of the Supreme Court at 50 Edwards Avenue, Westonaria, to the highest bidder:

Erf 1302, Lawley Extension 1 Township, Registration Division IQ, Transvaal, in extent 380 (three hundred and eighty) square metres, situated at 1302 Musselcracker 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, roof: Tile, floor: Cement finish, rooms: Lounge, dining-room, kitchen, three 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 centum) and the balance against transfer. The full conditions of sale which will be read immediately prior to the sale, may be inspected at the Sheriff's Office, 50 Edwards Avenue, Westonaria, for the Supreme Court. A substantial bank loan can be raised for an approved purchaser with prior approval.

Dated at Johannesburg on this the 29th 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.) (Docex. DX.571.) (Ref. Mr Steyn/1446.)

Case 11528/95

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **NBS Bank Limited,** Plaintiff, and **Mbele Mike Gibson,** First Defendant, and **Mbele Thandi Victoria,** Second Defendant

In pursuance of a judgment in the Supreme Court (Witwatersrand Local Division), and writ of execution, the property listed hereunder which was attached on 20 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:

Portion 5 of Erf 705, Elandspark Township, Registration Division IQ, Transvaal, in extent 578 (five hundred and seventy-eight) square mtres, situated at 77 Sangiro Street, Elandspark, Johannesburg.

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

Residence, single storey dwelling, detached, walls: Brick and plaster, roof: Tile, floor: Fitted carpets and novilon tiles. Rooms: Lounge, dining-room, kitchen, three bedrooms, bathroom and toilet. Outbuildings: Double garage. Boundary: Concrete walls. Improvements: Paving, walling and pergola.

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

Dated at Johannesburg on this the 8th 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.) (Docex: DX.571.) (Ref. Mr Steyn/1387.)

CAPE • KAAP

Saak 3195/95

IN DIE LANDDROSHOF VIR DIE DISTRIK KUILSRIVIER GEHOU TE KUILSRIVIER

In die saak tussen **Fidelity Bank Beperk** (voorheen Oostelike Provinsie Bouvereniging), Eiser, en **Abraham Basson,** Eerste Verweerder, en **Harriet Regina Basson,** Tweede Verweerder

In die gemelde saak sal 'n veiling gehou word op Dinsdag, 26 September 1995 om 11:45, op die plek te Disasingel 17, Kraaifontein:

Erf 1205, Brackenfell, geleë in die gebied van die Metropolitaanse Oorgangsubstruktuur Scottsdene, afdeling Stellenbosch, Provinsie Wes-Kaap, groot 275 vierkante meter, gehou deur die Verweerders kragtens Transportakte T57071/1990.

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 18,5% (agtien 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): 'n Woonhuis bestaande uit drie slaapkamers, sit-/eetkamer, kombuis en badkamer.

4. Die volledige veilingsvoorwaardes sal ten tye van die veiling voorgelees word en lê voor die tyd ter insae in die kantoor van die Balju van die Landdroshof, Northumberlandweg 29, Bellville, en in die kantoor van die ondergetekende.

Gedateer te Bellville op 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 424/95

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

In the matter between **First National Bank of S.A. Limited,** Plaintiff, and **Mervin Walter Petersen,** First Defendant, and **Murial Magdalena Petersen,** Second Defendant

In pursuance of a judgment of the above Honourable Court, the property described hereunder will be sold at the Wynberg Court-house, on Tuesday, 26 September 1995 at 10:00, namely:

Erf 142137, portion of Erf 83851, Cape Town, at Retreat, in the area of the Transitional Metropolitan Substructure of Cape Town, Cape Division, in extent 300 (three hundred) square metres, held by Deed of Transfer T20441/1989, commonly known as 32 Wilmar Street, Retreat, which property is said, without warranty as to the correctness thereof, to comprise of brick dwelling consisting of three bedrooms, kitchen, bathroom, lounge, dining-room and tile roof.

Conditions of sale:

1. The sale is subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, the property being sold voetstoots as it stands and subject to the conditions of the existing title deed.

2. One tenth of the purchase price shall be paid immediately after the property is declared to be sold and the balance of the purchase price together with interest thereon at the current bank rate to be paid against registration of transfer, which shall be given and taken as soon as possible after the sale.

3. The balance [plus interest at the rate of 16,25% (sixteen comma two five percent) per annum, subject to change, calculated on the capital Judgment Creditor's claim from date of sale to date of transfer] against registration of transfer, which amounts are to be secured by approved guarantee of a deposit-taking institution to be delivered within 14 days of the sale.

4. The complete conditions of sale will be read out at the time of the sale and may be inspected prior thereto at the offices of the messenger of the Court, and at the offices of the undersigned.

Dated at Cape Town this 10th day of August 1995.

Lindsay & Associates, Attorneys for Plaintiff, Seventh Floor, 56 Shortmarket Street, Cape Town, 8001. (Tel. 23-7300.) (Ref. Mrs P. Waters/jm 23189.)

Saak 1820/95

IN DIE LANDDROSHOF VIR DIE DISTRIK KUILSRIVIER GEHOU TE KUILSRIVIER

In die saak tussen **Drs. C H Neveling & C Bredell,** Eiser, en **J. Smith,** Verweerder

Geliewe kennis te neem dat ingevolge uitspraak van bogenoemde Agbare Hof gedateer 24 April 1995 en daaropvolgende lasbrief vir eksekusie die hierna gemelde eiendom op 28 September 1995 om 10:00, op die perseel geregtelik verkoop sal word, naamlik:

Erf 3652, Blue Downs, ook bekend as Tambotiesingel 25, Hillcrest, Eersterivier.

En neem verder kennis dat die verkoopvoorwaardes by die kantore van die Baju, Northumberlandweg 29, Bellville, ter insae lê en behels onder andere die volgende:

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

2. Balans koopsom, plus rente teen 'n koers van 15,5% (vyftien komma vyf persent) per jaar teen registrasie van transport.

3. Besit onderhewig aan enige huurkontrak.

Gedateer te Somerset-Wes op 4 Augustus 1995.

Du Plessis & Hofmeyr, St Jamesstraat 36, Somerset-Wes, 7130; Posbus 1915, Somerset-Wes, 7129. [Tel. (024) 51-4124.] (Verw. YCR/NB0377.)

Case 11643/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Morris Philip Adams,** First Defendant, and **Jessie Irene Adams,** Second Defendant

In the above matter a sale will be held on Thursday, 28 September 1995 at 12:00, at Site 50, Emerald Crescent, Highbury, Kuils River, being:

Erf 8940, Kuils River, in the Municipality of Kuils River, Stellenbosch Division, measuring 439 square metres.

Conditions of sale:

1. The sale is subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, the property being sold voetstoots and as it stands and subject to the conditions of the existing title deed.

2. One tenth of the purchase price shall be paid immediately after the property is declared to be sold and the balance of the purchase price together with interest thereon at the rate of eighteen comma two five per centum (18,25%) per annum, is to be paid against registration of transfer, which shall be given and taken forthwith after the sale.

3. The following improvements are on the property (although nothing in this respect is guaranteed): Vacant plot.

4. The complete conditions of sale will be read out at the time of the sale and may be inspected prior thereto at the offices of the Sheriff at Bellville, and at the offices of the undersigned.

Minde Schapiro & Smith, Attorneys for Plaintiff, Park Building, 49 Durban Road, Bellville. (Tel. 948-4761.) (Ref. A. Pepler/lr.)

Case 14332/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

In the matter between **Standard Credit Corporation,** Plaintiff, and **Beka Bennet Hlongwane,** Defendant

In pursuance of a judgment of the Magistrate's Court of Mitchells Plain, and writ of execution dated 1 September 1993, the property listed hereunder, and commonly known as 3 Astronaut Close, Iknezi Park, Khayelitsha, will be sold in execution in front of the Magistrate's Court, Mitchells Plain, on Thursday, 28 September 1995 at 10:00, to the highest bidder:

Erf 24348, Khayelitsha, in the Local Area of Khayelitsha, Cape Provincial Administration, in extent 342 square metres.

The following improvements are reported to be on the property, but nothing is guaranteed: Single-storey residence built of brick with asbestos roof, comprising three bedrooms, lounge, kitchen, bathroom, toilet and garage.

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, Khayelitsha, Second Floor, Plein Building, 15B Allegro Lane, Town Centre, Mitchells Plain. A substantial loan can be raised for an approved purchaser with prior approval.

Dated at Cape Town this 11th 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. IB/vdk/ST.147.)

Case 13476/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Cape of Good Hope Provincial Division)

In the matter between **The Cape of Good Hope Bank Limited,** Plaintiff, and **Zunima Development (Pty) Limited,** First Defendant, and **Zunfin Investments (Pty) Limited,** Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Cape of Good Hope Provincial Division) in the above-mentioned suit, a sale without reserve will be held at Edrigor Building, 16–22 Station Road, Claremont, on Wednesday, 27 September 1995 at 12:00, of the undermentioned property of the First Defendant on the conditions which will lie for inspection at the offices of the Sheriff for the Supreme Court, Wynberg, at 110 Maynard House, Maynard Road, Wynberg:

Erf: Remainder Erf 54482, Cape Town, at Claremont, in the Transitional Metropolitan Substructure of Cape Town, Cape Division, Province of the Western Cape, measuring 331 (three hundred and thirty-one) square metres, held by Deed of Transfer T96064/93, also known as 16–22 Station Road, Claremont (hereinafter referred to as the property).

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: Single-storey (with mezzanine) shops with shop frontage onto Station Road, totalling 335 square metres. Plastered brick under corrugated asbestos roof.

Terms:

1. 10% (ten per centum) of the purchase price in cash or bank-guaranteed cheque on the day of the sale, the balance payable against registration of transfer, to be secured by a bank, building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of the sale.

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

Dated at Cape Town this 11th day of August 1995.

Findlay & Tait Inc., Plaintiff's Attorneys, 30 Hout Street, Cape Town. (Ref. P. E. Whelan/hb/41922.)

Case 3626/95

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

In the matter between **ABSA Bank Limited,** trading as United Bank, *versus* **Neckor Admin & Beleggings CC**

The following property will be sold in execution by public auction held at 34 Paul Street, Brackenfell, to the highest bidder on 26 September 1995 at 10:00:

Erf 847, Brackenfell, in the area of the Transitional Metropolitan Substructure of Brackenfell, Stellenbosch Division, Province of the Western Cape, in extent 684 (six hundred and eighty-four) square metres, held by Deed of Transfer T12064/94, situated at 34 Paul Street, Brackenfell.

Conditions of sale:

1. The full and complete conditions of sale will be read immediately before the sale and will lie for inspection at the offices of the Sheriff and at the offices of the auctioneer.

2. The following information is furnished but not guaranteed: A dwelling consisting of three bedrooms, lounge, TV-room, dining-room and garage.

3. *Payment:* Ten per centum (10%) of the purchase price on the day of the sale and the balance together with interest at the current rate of 17,25% (seventeen comma two five per cent) per annum, calculated on the Judgment Creditor's claim from the date of sale to date of transfer against registration of transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

Dated at Cape Town on this 15th day of August 1995.

Buchanan Boyes, Attorneys for Judgment Creditor, 13 Hout Street, Cape Town. (Tel. 23-9200.)

Saak 179/92

IN DIE LANDDROSHOF VIR DIE DISTRIK KNYSNA GEHOU TE KNYSNA

In die saak tussen **Saambou Bank,** Eksekusieskuldeiser, en **Mardoff Properties BK,** Eksekusieskuldenaar

Ter uitvoering van 'n vonnis van die Landdroshof vir die distrik Knysna en 'n lasbrief vir eksekusie gedateer 18 Julie 1995, sal die volgende eiendom in eksekusie verkoop word op Dinsdag, 26 September 1995 om 10:00, te die perseel, Hutchinson-straat, Plettenbergbaai, naamlik:

Erf 3382, Plettenbergbaai, in die munisipaliteit Plettenbergbaai, afdeling Knysna, groot 1 580 vierkante meter, gehou kragtens Transportakte T34262/1986, en Erf 3383, Plettenbergbaai, in die munisipaliteit Plettenbergbaai, afdeling Knysna, groot 1 516 vierkante meter, gehou kragtens Transportakte T34262/86.

Verbeterings: Sakegebou bestaande uit kantore.

Verkoopvoorwaardes:

1. Die verkoping is onderhewig aan die bepalings van die Landdroshofwet, No. 32 van 1944, en die reëls daaronder geproklameer. Die eiendom word voetstoots verkoop en onderhewig aan die voorwaardes van die bestaande transportakte. Die hoogste bieër sal die koper wees, onderhewig aan die bepalings van artikel 66 van die bogemelde Wet.

2. 10% (tien persent) van die koopprys is betaalbaar in kontant by ondertekening van die verkoopvoorwaardes onmiddellik nadat die eiendom as verkoop verklaar is en die saldo van die koopprys, tesame met rente daarop bereken teen die huidige rentekoers van 18,75% (agtien komma sewe vyf persent) vanaf datum van vonnis tot datum van registrasie, teen registrasie van transport in naam van die koper. Voormelde bedrae moet verseker wees deur 'n aanvaarbare bank- of bouvereniging waarborg wat gelewer moet word binne 14 dae vanaf datum van die veiling.

3. Die koper sal alle hereregte, oordragkoste, agterstallige grondbelastings en heffings, asook grondbelastings en heffings vir die huidige jaar en afslaerskommissie betaal.

4. Belasting op Toegevoegde Waarde op die koopprys, tensy die Vonnisskuldenaar voor die veiling die afslaer en die Balju voorsien het van 'n skriftelike verklaring dat die verkoping van die eiendom nie 'n belasbare lewering van goed sou wees indien dit deur die Vonnisskuldenaar verkoop sou word nie en wat volledig die redes uiteensit waarom die verkoping van die eiendom deur die Vonnisskuldenaar nie 'n belasbare lewering van goed sou wees nie.

5. Die volle voorwaardes van verkoping lê ter insae by die kantoor van die Balju, Markstraat 35, Knysna, sowel as by die kantore van Raubenheimers Ingelyf, Cathedralstraat 60, George.

Gedateer te George hierdie 14de dag van Augustus 1995.

R. Engelbrecht, vir Raubenheimers Ingelyf, Cathedralstraat 60, Posbus 21, George, 6530. [Tel. (0441) 73-2043.]

Case 348/95

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KING WILLIAM'S TOWN HELD AT KING WILLIAM'S TOWN

In the matter between **King William's Town Municipality,** Plaintiff, and **Mrs C. Landsberg,** Defendant

In pursuance of a judgment in the above Honourable Court of 31 March 1995, and a writ of execution dated 31 March 1995, the following immovable property will be sold in execution on 27 September 1995 at 10:10, at the offices of the Sheriff for the Magistrate's Court, Radue Weir Building, Eales Street, King William's Town:

Erf 1568, King William's Town, Municipality and Division of King William's Town, in extent 672 (six hundred and seventy-two) square metres, being 2 Alfred Symons Avenue, King William's Town, held by Deed of Transfer T1456/1991.

Conditions of sale:

1. The purchaser will pay 10% (ten per cent) of the purchase price on the date of the sale. A building society, bank or other approved guarantee for the balance plus interest is to be given to the Plaintiff's attorneys on the day of the sale and prior to the signature of the conditions of sale.

2. The property is to be sold voetstoots in terms of the Magistrates' Courts Act and subject to the provisions of the title deeds.

3. The full conditions of sale may be inspected at Plaintiff's attorneys offices and will be read out by the auctioneer at the sale.

Dated at King William's Town on this 11th day of August 1995.

P. G. Wood, for Hutton & Cook, Plaintiff's Attorneys, The Arches, Taylor Street, King William's Town. (Ref. P. G. Wood/lrw.)

Saak 27955/94

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **ABSA Bank Beperk,** handeldrywende as Volkskas Bank Beperk, Eiser, en **mnr. J. A. Janse van Rensburg,** Verweerder

Geliewe kennis te neem dat ingevolge 'n uitspraak van bogemelde Agbare Hof op 14 Oktober 1994, en 'n lasbrief vir eksekusie wat daaropvolgend gemagtig is, sal die eiendom hieronder genoem in eksekusie op 25 September 1995 om 11:00, op die perseel van die Verweerder, Mullerstraat 86, Kraaifontein, aan die hoogste bieder verkoop word:

Sekere Erf 4972, Kraaifontein, in die munisipaliteit Kraaifontein, afdeling Paarl, groot 496 (vierhonderd ses-en-negentig) vierkante meter, gehou kragtens Transportakte T79051/1991.

Die beboude eiendom word beskryf as 'n residensiële standplaas met woonhuis wat bestaan uit een verdieping naamlik: Asbesdak, sitkamer, eetkamer, drie slaapkamers, motorhuis, een en 'n halwe badkamer en swembad.

Die wesenlike verkoopvoorwaardes is:

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

(b) Onmiddellik na die verkoping sal die koper die verkoopvoorwaardes onderteken, wat ter insae is te die kantoor van die Balju van die Hof, Bellville/Kuilsrivier.

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

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

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

Die volledige verkoopvoorwaardes lê ter insae te die kantoor van die Balju, Bellville/Kuilsrivier.

Geteken te Pretoria hierdie 19de dag van Julie 1995.

G. F. T. Snyman, vir Van der Walt & Hugo, Volkskassentrum 1030, Van der Waltstraat, Pretoria. (Verw. mnr. Snyman/Marie/R9631.)

Case 9248/95

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF CAPE TOWN HELD AT CAPE TOWN

In the matter between **Fidelity Bank Limited,** Plaintiff/Execution Creditor, and **Nolan Charles Fredericks,** First Defendant/Execution Debtor, **Monica Rosaline Fredericks,** Second Defendant/Execution Debtor, and **Noleen Janet Fredericks,** Third Defendant/Execution Debtor

In execution of the judgment of the Magistrate's Court of Cape Town in the above matter, a sale will be held on Thursday, 28 September 1995 at 10:30, at 39 Bally Green, Summergreens, Milnerton, of the following immovable property:

Certain land situated at Erf 4154, Montague Gardens, in the Transitional Metropolitan Substructure of Milnerton, Cape Division, Province of the Western Cape, measuring 239 (two hundred and thirty-nine) square metres, held by Deed of Transfer T92702/93, also known as 39 Bally Green, Summergreens, Milnerton.

The following information is furnished *re* the improvements but in this regard nothing is guaranteed: Tiled roof, brick walls, lounge, kitchen, three bedrooms, separate bathroom, separate w.c.

Conditions of sale:

1. The sale is subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, the property being sold voetstoots as it stands and subject to the conditions of the existing title deeds. The highest bidder shall be the purchaser, subject to the provisions of section 66 of the above Act.

2. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price in cash or by way of a bank or building society guaranteed cheque on the day of the sale and the balance [with interest at the rate of 18,25% (eighteen comma two five per cent) per annum from the date of sale to the date of registration of transfer] against registration of transfer, which amounts are to be secured by a bank or building society guarantee, to be approved by the Execution Creditor's attorneys, and to be furnished to the Sheriff within fourteen (14) days from the date of sale.

3. The full conditions of sale will be read out immediately prior to the sale and may be inspected at the offices of the Sheriff of the Magistrate's Court, Cape Town.

Dated at Cape Town this 16th day of August 1995.

Findlay & Tait Inc., Plaintiff's Attorneys, 30 Hout Street, Cape Town. (Ref. P. E. Whelan/hb/44830.)

Case 7057/95

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

In the matter between **Nedcor Bank Limited,** Execution Creditor, and **N. D. Songwiqi,** First Execution Debtor, and **S. T. Songwiqi,** Second Execution Debtor

In execution of a judgment of the Magistrate's Court for the District of Uitenhage, dated 20 July 1995 and in pursuance of an attachment in execution, dated 26 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, 21 September 1995 at 11:00, of the following immovable property, situated at 10 Dalton Avenue, Mosel, Uitenhage:

Zoned: Residential, being Erf 806, Uitenhage, in the Area of Uitenhage Transitional Local Council, Division of Uitenhage, Eastern Cape Province, in extent 993 square metres, held by Nkululeko Daniel Songwiqi and Sophie Thenjiswa Songwiqi, under Deed of Transfer T18745/95, and subject to the conditions referred to therein.

The following improvements are situated on the property although nothing in this respect is guaranteed: Single storey detached conventional dwelling under iron roof with three bedrooms, kitchen, lounge, family room, bathroom, two garages, swimming-pool 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, building society or other acceptable guarantee, to be furnished to the Sheriff of the Court within twenty-one (21) days from date of the sale.

Dated at Uitenhage this 15th day of August 1995.

J. S. Levy & Levy, Attorneys for Execution Creditor, 301 S A Permanent Centre, Caledon Street, Uitenhage.

Case 188/95

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF CALEDON AND GRABOUW HELD AT CALEDON AND GRABOUW

In the matter between **ESKOM,** Judgment Creditor, and **Christiaan Murrot Theunissen,** Judgment Debtor

In pursuance of a judgment granted on 9 March 1995, in the Caledon and Grabouw Magistrate's Court, the following property will be sold to the highest bidder on 6 October 1995 at 11:00, at Caledon Court-house:

Description: Erf 1612, Grabouw, situated in the Municipality of Grabouw, Administrative District of Caledon, in extent three hundred and twelve (312) square metres.

Postal address: 131 Steenbras Road, Grabouw.

Improvements: Dwelling: Lounge/dining-room, kitchen, three bedrooms, bathroom, toilet, store-room and carport (not guaranteed), held by Deed of Transfer 24861/89.

1. The full and complete conditions of sale will be read immediately before the sale and will lie for inspection at the offices of the Sheriff and at the offices of the auctioneer.

2. *Payment:* Ten per centum (10%) of the purchase price on the day of the sale and the balance together with interest calculated on Plaintiff's claim at the rate of 14,25% (fourteen comma two five per cent) from the date of sale to date of registration of transfer against transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

Dated at Parow this 15th day of August 1995.

H. C. van Niekerk, for Van Niekerk Groenewoud & Van Zyl, Plaintiff's Attorneys, 101 Parow Chambers, 121 Voortrekker Road, P.O. Box 713, Parow, 7500. [Tel. (021) 92-6017.] (Ref. W62383/HVN/Mrs Wolmarans.)

Case 7880/95

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

In the matter between **ESKOM Finance Company (Pty) Limited,** Judgment Creditor, and **Maans Tafel,** First Judgment Debtor, and **Jacqueline Tafel,** Second Judgment Debtor

In pursuance of a judgment granted on 31 July 1995, in the Mitchells Plain Magistrate's Court, the following property will be sold to the highest bidder on 3 October 1995 at 10:00, at Mitchells Plain Court-house:

Description: Erf 15154, Mitchells Plain, in the Municipality of Cape Town, Cape Division, in extent two hundred and one (201) square metres.

Postal address: 19 Suikerbos Street, Lentegeur.

Improvements: Dwelling: Three bedrooms, kitchen, lounge and bathroom/toilet (not guaranteed), held by Deed of Transfer 39869/87.

1. The full and complete conditions of sale will be read immediately before the sale and will lie for inspection at the offices of the Sheriff and at the offices of the auctioneer.

2. *Payment:* Ten per centum (10%) of the purchase price on the day of the sale and the balance together with interest calculated on Plaintiff's claim at the rate of 17,25% (seventeen comma two five per cent) from the date of sale to date of registration of transfer against transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

Dated at Parow this 15th day of August 1995.

H. C. van Niekerk, for Van Niekerk Groenewoud & Van Zyl, Plaintiff's Attorneys, 101 Parow Chambers, 121 Voortrekker Road, P.O. Box 713, Parow, 7500. [Tel. (021) 92-6017.] (Ref. W58938/HVN/Mrs Wolmarans.)

Case 1709/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF EAST LONDON HELD AT EAST LONDON

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Miss E. N. Mpahla,** Defendant

In pursuance of a judgment of the above Honourable Court and a warrant of execution dated 15 February 1994, the following property will be sold on Thursday, 28 September 1995 at 10:30, to the highest bidder subject to the provisions of the conditions of sale:

Erf 154, Beacon Bay, Municipality of Beacon Bay, Division of East London, in extent 1 338 (one thousand three hundred and thirty-eighty) square metres, held under Deed of Transfer T2614/1993, known as 29 Bonza Bay Road, Beacon Bay, East London.

The sale aforesaid will take place at the property itself being: 29 Bonza Bay Road, Beacon Bay, East London.

Conditions of sale:

1. The purchaser shall pay 10% (ten per centum) of the purchase price on the date of the sale and the unpaid balance with interest is to be secured by a satisfactory bank or building society guarantee to be furnished to the Plaintiff's attorney within 14 (fourteen) days of the sale.

2. The property shall be sold voetstoots and shall be subject to the terms and rules of the Magistrates' Courts Act and also subject to the provisions of the title deed/deed of transfer.

3. The full conditions of sale may be inspected at the offices of the Plaintiff's attorneys and these will be read out by the auctioneer immediately before the sale.

4. The following information is furnished, but not guaranteed: A conventional dwelling under pitched concrete tiled roof, comprising four bedrooms, two bathrooms, lounge, dining-room, kitchen and two carports.

Dated at East London on this 11th day of August 1995.

C. Kloot, for Bate, Chubb & Dickson Inc., Plaintiff's Attorneys, Suite 3, Norvia House, 34 Western Avenue, Vincent, East London. (Ref. Mr Kloot/LDM/W21406.)

Case 1118/95

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KING WILLIAM'S TOWN HELD AT KING WILLIAM'S TOWN

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Arunajalum Pather,** First Defendant, and **Kalaivani Pather,** Second Defendant

In pursuance of a judgment of the above Honourable Court and a writ of execution dated 26 July 1995 the following property will be sold on Wednesday, 27 September 1995 at 10:00, at the offices of the Sheriff of the Magistrate's Court, K.S.M. Building, Eales Street, King William's Town, to the highest bidder:

Remaining extent of Erf 4157, King William's Town, Municipality and Division of King William's Town, in extent 891 (eight hundred and ninety-one) square metres, known as 1 Maitland Road, King William's Town.

Conditions of sale:

1. The purchaser shall pay 10% (ten per centum) of the purchase price on the date of the sale and the unpaid balance together with interest is to be secured by a satisfactory bank or building society guarantee to be furnished to the Plaintiff's attorneys within 14 (fourteen) days of the sale.

2. The property shall be sold voetstoots and shall be subject to the terms and rules of the Magistrates' Courts Act and also subject to the provisions of the title deed.

3. The full conditions of sale may be inspected at the offices of the Plaintiff's attorneys and these will be read out by the auctioneer immediately before the sale.

4. The following information is furnished, but not guaranteed: Conventional house, four bedrooms, three bathrooms, dining-room, lounge, family-room, kitchen, two carports, servants' quarters and swimming-pool.

Dated at King William's Town on this 10th day of August 1995.

Squire Smith & Laurie, Plaintiff's Attorneys, 44 Taylor Street, King William's Town. (Ref. Mr Brits/DK.)

Case 350/95

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KING WILLIAM'S TOWN HELD AT KING WILLIAM'S TOWN

In the matter between **King William's Town Municipality,** Plaintiff, and **Mr A. Kofi,** Defendant

In pursuance of a judgment of the above Honourable Court of 3 April 1995 and a writ of execution dated 3 April 1995 the following immovable property will be sold in execution on 27 September 1995 at 10:20, at the offices of the Sheriff for the Magistrate's Court, Radue Weir Building, Eales Street, King William's Town:

Erf 1079, King William's Town, Municipality and Division of King William's Town, in extent 565 (five hundred and sixty-five) square metres, being 22 Leopold Street, King William's Town, held by Deed of Transfer T4336/1993.

Conditions of sale:

1. The purchaser will pay 10% (ten per cent) of the purchase price on the date of the sale. A building society, banker or other approved guarantee for the balance plus interest is to be given to the Plaintiff's attorneys on the day of the sale and prior to the signature of the conditions of sale.

2. The property is to be sold voetstoots in terms of the Magistrates' Courts Act and subject to the provisions of the title deed.

3. The full conditions of sale may be inspected at Plaintiff's attorneys offices and will be read out by the auctioneer at the sale.

Dated at King William's Town on this 16th day of August 1995.

P. G. Wood, for Hutton & Cook, Plaintiff's Attorneys, The Arches, Taylor Street, King William's Town. (Ref. Mr P. G. Wood/lrw.)

Case 3005/94

IN THE SUPREME COURT OF SOUTH AFRICA

(South Eastern Cape Local Division)

In the matter between **ABSA Bank Limited,** Plaintiff, and **Noor Mohammed Noorshib,** Defendant

In pursuance of a judgment of the above Honourable Court dated 9 January 1995, and the warrant of execution dated 7 February 1995, the following property will be sold, voetstoots, in execution, without reserve, to the highest bidder on 29 September 1995 at 15:00, at the Foyer, AA Mutual Building, 15 Rink Street, Central, Port Elizabeth:

Erf 1105, Malabar, in the Municipality and Administrative District of Port Elizabeth, measuring 485 (four hundred and eighty-five) square metres, held by the Defendant under Deed of Transfer T27124/85, situated at 107 Crammer Street, Malabar, Port Elizabeth.

The following improvements on the property are reported, though in this respect nothing is guaranteed: Brick under asbestos dwelling, lounge, kitchen, two bedrooms, en-suite, bathroom/w.c., TV/family-room and dining-room.

Zoning: In terms of the Port Elizabeth Municipal zoning scheme, the property is zoned for Residential purposes.

A substantial bond can be arranged for an approved purchaser.

The full conditions of sale will be read immediately prior to the sale and may be inspected prior to the date of sale at the office of the Sheriff of the above Honourable Court.

Material conditions of sale: The purchase price will be payable by means of a deposit of 10% (ten per centum) and the balance against transfer to be secured by a bank or building society guarantee, to be approved of by Plaintiff's attorneys, to be furnished to the Sheriff within 14 (fourteen) days of the date of the sale. Sheriff's charges at 5% (five per centum) on the first R20 000 (twenty thousand rand) and 3% (three per centum) on the balance of the purchase price are also payable on date of sale.

Dated at Port Elizabeth on the 17th day of August 1995.

McWilliams, Elliott & Arderne, Plaintiff's Attorneys, 83 Parliament Street, Port Elizabeth. (Ref. E. J. Murray/rr.)

Case 642/94

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

In the matter between **Saambou Bank Beperk,** Plaintiff, and **Mahomed Adam Mahomed,** Defendant

In pursuance of a judgment of the above Honourable Court, dated 17 January 1995, and an attachment in execution dated 17 January 1995, the following property will be sold by the Sheriff of the Court on Friday, 22 September 1995 at 10:00, in front of the Magistrate's Office, Kirkwood:

Erf 156, Kirkwood, in the Municipality of Kirkwood, Division of Uitenhage, in extent 1 424 (one thousand four hundred and twenty-four) square metres, sold subject to the conditions contained in Title Deed T48414/92. While nothing is guaranteed, it is understood that on the property is a shop with storage space of brick under iron.

The conditions of sale will be read prior to the sale, and are lying for inspection at the office of the Sheriff of the Court Maroela, Kirkwood.

Terms: 10% (ten per centum) of the purchase price and 5% (five per centum) Sheriff's (auctioneer's) charges, on first R20 000 (twenty thousand rand) and thereafter 3% (three per centum) in cash on the day of the sale; the balance against transfer to be secured by a bank or building society or other acceptable guarantee, to be furnished to the Sheriff of the Court within 21 (twenty-one) days from date of sale.

Dated at Kirkwood this 14th day of August 1995.

Messrs. Meiring & Meiring, Attorneys for the Plaintiff, Main Street, Kirkwood.

Saak 9977/94

IN DIE LANDDROSHOF VIR DIE DISTRIK KIMBERLEY GEHOU TE KIMBERLEY

In die saak tussen **Eerste Nasionale Bank van Suidelike Afrika Beperk,** Eiser, en **Denise Glynis Halim,** Verweerder

Ingevolge 'n vonnis van die Hof van die Landdros van Kimberley, en 'n lasbrief vir eksekusie gedateer 31 Januarie 1995, sal die ondervermelde eiendom geregtelik verkoop word aan die hoogste bieder voor die Landdroskantoor, Kimberley, op Donderdag, 28 September 1995 om 10:00:

Sekere Erf 16285, Kimberley, geleë in Kimberley-dorpsuitbreiding 44, in die munisipaliteit en administratiewe distrik Kimberley, groot 932 (negehonderd twee-en-dertig) vierkante meter, gehou kragtens Akte van Transport T619/1988, ook bekend as Onyxsingel 13, Gemdene, Kimberley.

Die verbeterings op die eiendom bestaan uit 'n losstaande huis met sitkamer, eetkamer, televisiekamer, kombuis, drie slaapkamers met ingeboude kaste, badkamer, motorhuis, bediendekamer met stort en swembad, maar niks word gewaarborg nie.

10% (tien persent) van die koopprys met Belasting op Toegevoegde Waarde daarop, indien van toepassing, en afslaersgelde tesame met Belasting op Toegevoegde Waarde op sodanige afslaersgelde betaalbaar in kontant op die datum van die verkoping, die balans met Belasting op Toegevoegde Waarde op sodanige balans waar van toepassing teen transport verseker te word deur 'n aanvaarbare waarborg.

Die voorwaardes van verkoping mag nagesien word gedurende kantoorure by die kantoor van die Balju vir Kimberley, en sal uitgelees word onmiddellik voor die verkoping.

J. A. C. Swanepoel, vir Duncan & Rothman, Eiser se Prokureurs, Permanentegebou, Jonesstraat, Kimberley.

Saak 8196/95

IN DIE LANDDROSHOF VIR DIE DISTRIK KIMBERLEY GEHOU TE KIMBERLEY

In die saak tussen **Transnet Beperk,** Eiser, en **Abraham Jacobus Jacobs,** Verweerder

Ingevolge 'n vonnis van die Hof van die Landdros van Kimberley, en 'n lasbrief vir eksekusie gedateer 3 Augustus 1995, sal die ondervermelde eiendom geregtelik verkoop word aan die hoogste bieder voor die Landdroskantoor, Kimberley, op Donderdag, 28 September 1995 om 10:00:

Sekere Erf 2730, geleë in die stad en distrik Kimberley, groot 709 (sewehonderd-en-nege) vierkante meter, gehou kragtens Akte van Transport T3914/1992, ook bekend as Peakmanstraat 12, Beaconsfield, Kimberley.

Die verbeterings op die eiendom bestaan uit 'n losstaande huis met drie slaapkamers, sitkamer, kombuis met aparte opwaskamer, badkamer, toilet, bediendekamer en enkelmotorhuis maar niks word gewaarborg nie.

10% (tien persent) van die koopprys met Belasting op Toegevoegde Waarde daarop, indien van toepassing, en afslaersgelde 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 5668/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

In the matter between **The Municipality of the City of Cape Town,** Judgment Creditor, and **S. H. Parker,** Judgment Debtor

The property described hereunder will be sold at the Court-house, Mitchells Plain, Magistrate's Court, Mitchells Plain North, Mitchells Plain, on Tuesday, 24 October 1995 at 10:00, viz:

Certain piece of land situated at Mitchells Plain, in the Municipality of Cape Town, Cape Division, Erf 8494, measuring 180 square metres, held by the Execution Debtor under Deed of Transfer T39297/1990 (dated 6 July 1990), popularly known as 87 Hibiscus, Lentegeur, Mitchells Plain.

The property consists of single dwelling under asbestos tiled roof, consisting of three bedrooms, bathroom, toilet, dining-room, lounge and kitchen.

The property will be sold to the highest bidder, voetstoots and without warranty of possession the price being payable either in cash on sale or as to 10% (ten per cent) of the price in cash on sale and the balance against transfer plus interest on any unpaid balance at the rate of 16,25% (sixteen comma two five per centum) from the date of sale, such balance to be secured by an approved guarantee for payment thereof within six (6) days of sale.

The Buyer shall (a) pay: Auctioneer's charges, costs of advertising and all other costs, charges and arrear rates if any, necessary to enable transfer to be given; (b) insure the property against damage by fire; (c) be liable on cancellation in case of default for damages including wasted costs.

The full conditions of sale will be announced at the sale and may be inspected at the offices of the Sheriff of the Magistrate's Court.

Fairbridge Arderne & Lawton, Attorneys for Plaintiff, Fourth Floor, Main Tower, Standard Bank Centre, Heerengracht, Cape Town, 8001. (Tel. 21-5120.) (Ref. Mrs Castle/M2033.)

Case 5670/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

In the matter between **The Municipality of the City of Cape Town,** Judgment Creditor, and **G. Plaatjies,** Judgment Debtor

The property described hereunder will be sold at the Court-house, Mitchells Plain, Magistrate's Court, Mitchells Plain South, Mitchells Plain, on Monday, 23 October 1995 at 09:00, viz:

Certain piece of land situated at Mitchells Plain, in the Municipality of Cape Town, Cape Division, Erf 18176, measuring 303 square metres, held by the Execution Debtor under Deed of Transfer T49124/1990 (dated 17 August 1990), popularly known as 5 Woltenberg Close, Westridge, Mitchells Plain.

The property consists of semi-detached face brick dwelling consisting of two bedrooms, kitchen, lounge and bathroom/toilet.

The property will be sold to the highest bidder, voetstoots and without warranty of possession the price being payable either in cash on sale or as to 10% (ten per cent) of the price in cash on sale and the balance against transfer plus interest on any unpaid balance at the rate of 16,25% (sixteen comma two five per centum) from the date of sale, such balance to be secured by an approved guarantee for payment thereof within six (6) days of sale.

The Buyer shall (a) pay: Auctioneer's charges, costs of advertising and all other costs, charges and arrear rates if any, necessary to enable transfer to be given; (b) insure the property against damage by fire; (c) be liable on cancellation in case of default for damages including wasted costs.

The full conditions of sale will be announced at the sale and may be inspected at the offices of the Sheriff of the Magistrate's Court.

Fairbridge Arderne & Lawton, Attorneys for Plaintiff, Fourth Floor, Main Tower, Standard Bank Centre, Heerengracht, Cape Town, 8001. (Tel. 21-5120.) (Ref. Mrs Castle/M2060.)

Case 2054/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

In the matter between **NBS Bank Limited,** formerly Natal Building Society Limited (Reg. No. 87/01384/06), Plaintiff, and **Izak Lakey,** First Defendant, and **Gertruida Lakey,** Second Defendant

In pursuance of a judgment of the Magistrate's Court of Kuils River and writ of execution dated 18 March 1993, the property listed hereunder, and commonly known as 24 Thistle Street, Stoneybrook Village, Eerste River will be sold in execution in front of the Magistrate's Court, Kuils River, on Thursday, 28 September 1995 at 09:00, to the highest bidder:

Erf 5620, Eerste River, Local Area of Blue Downs, Division of Stellenbosch, in extent 395 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 centum) and the balance against transfer.

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Magistrate's Court, Kuils River, 29 Northumberland Street, Bellville. A substantial loan can be raised for an approved purchaser with prior approval.

Dated at Cape Town this 11th 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.1451.)

Case 5822/95

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

In the matter between **NBS Bank Limited,** formerly Natal Building Society Limited (Reg. No. 87/01384/06), Plaintiff, and **Daniel Martin Meyer,** First Defendant, and **Colleen Eva Meyer,** Second Defendant

In pursuance of a judgment of the Magistrate's Court of Kuils River and writ of execution dated 11 July 1995, the property listed hereunder, and commonly known as 39 Amethyst Road, Highbury, Kuils River, will be sold in execution in front of the Magistrate's Court, Kuils River, on Thursday, 28 September 1995 at 09:00, to the highest bidder:

Erf 9117, Kuils River, Municipality of Kuils River, Administrative District of Stellenbosch, 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 centum) and the balance against transfer.

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Magistrate's Court, Kuils River, 29 Northumberland Street, Bellville. A substantial loan can be raised for an approved purchaser with prior approval.

Dated at Cape Town this 11th 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.2016.)

Case 6780/95

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

In the matter between **NBS Bank Limited,** formerly Natal Building Society Limited (Reg. No. 87/01384/06), Plaintiff, and **Anna-Marie Olivier,** Defendant

In pursuance of a judgment of the Magistrate's Court of Bellville and writ of execution dated 14 July 1995, the property listed hereunder, and commonly known as 8 Doordekraal Avenue, Kenridge, Durbanville, will be sold in execution at the premises on Friday, 22 September 1995 at 11:30, to the highest bidder:

Erf 562, Kenridge, in the Municipality of Durbanville, Cape Division, in extent 867 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, dining-room, lounge, kitchen, two bathrooms, toilet and single garage.

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Magistrate's Court, Bellville, 29 Northumberland Street, Bellville. A substantial loan can be raised for an approved purchaser with prior approval.

Dated at Cape Town on this the 14th 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.1950.)

Case 32523/91

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT ELIZABETH HELD AT PORT ELIZABETH

In the matter between **Fidelity Bank Ltd,** Plaintiff, and **Godfrey Bosch,** Defendant

In pursuance of a judgment in the Court of the Magistrate of Port Elizabeth and writ of execution dated 19 February 1992, the following property will be sold in execution on 29 September 1995 at 14:15, at the front entrance, Magistrate's Court, New Law Courts, North End, Port Elizabeth, to the highest bidder [subject to the provisions of Section 66(2) of Act No. 32 of 1994], viz:

Erf 3610, Bethelsdorp in the Municipality of Port Elizabeth, in extent 280 (two hundred and eighty) square metres, known as 32 William Slammert Street, Chatty, Port Elizabeth, held by Deed of Transfer T28244/1989.

Whilst nothing is guaranteed in this regard it is understood that the property to be sold in execution consists of a residential dwelling, and a copy of the municipal site sketch may be examined at the office of the Sheriff, Magistrate's Court, Port Elizabeth West, 36 North Street, Port Elizabeth.

The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price in cash on the day of the sale together with auctioneer's charges and the balance shall be payable against transfer to be secured by a bank or building society guarantee.

The conditions of sale are available for inspection at the office of the Sheriff, Magistrate's Court, Port Elizabeth West, 36 North Street, Port Elizabeth.

Dated at Port Elizabeth on this the 17th day of August 1995.

Solomons & Knuth, Plaintiff's Attorneys, 57 Havelock Street, Port Elizabeth. (Ref. Mr Solomons/tam/011934/67606.)

Saak 2189/93

IN DIE LANDDROSHOF VIR DIE DISTRIK BELLVILLE GEHOU TE BELLVILLE

In die saak tussen **Saambou Bank Beperk,** Eiser, en **R. J. Daniels,** Verweerder

In die gemelde saak sal 'n veiling gehou word op 4 Oktober 1995 om 09:15 op die plek te Negende Laan 24, Ravensmead:

Erf 15518, Parow, groot 495 vierkante meter, gehou deur die Verweerder kragtens Transportakte T8137 gedateer 1975.

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 met rente daarop 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: Vier slaapkamers, kombuis, sitkamer, 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 ondergetekende.

Gedateer te Goodwood op hierdie 18de dag van Augustus 1995.

Van Zyl's, Prokureur vir Vonnisskuldeiser, Eerste Verdieping, M-Net Park, Neels Bothmastraat, N1 Stad, Goodwood. (Verw. JJVZ/mv/S03045.)

Case 1263/95

IN THE SUPREME COURT OF SOUTH AFRICA

(South Eastern Cape Local Division)

In the matter between **Standard Bank of South Africa Limited,** Plaintiff, and **Danisile Eric Moko,** Defendant

In pursuance of a judgment of the above Honourable Court dated 24 July 1995 and an attachment in execution dated 7 August 1995 the following property will be sold in the foyer, A A Mutual Building, 15 Rink Street, Port Elizabeth, by public auction on Friday, 22 September 1995 at 15:00:

Erf 10885, Motherwell, situated in the area of the Town Council of Motherwell, Administrative District of Uitenhage, in extent 240 square metres, situated at 77 Ndebe Street, Motherwell NU7, Port Elizabeth.

While nothing is guaranteed, it is understood that on the property is a detached brick dwelling consisting of two bedrooms, lounge, kitchen and bathroom under a roof.

A substantial building society bond can be arranged for an approved purchaser.

The conditions of sale will be read prior to the sale and may be inspected at the office of the Sheriff, A A Mutual Building, 15 Rink Street, Port Elizabeth, or at Plaintiff's attorneys.

Further details can be obtained from the offices of Plaintiff at 1 Pickering Street, Newton Park, Port Elizabeth, Telephone 391-2611.

Terms: 10% (ten per cent) deposit and Sheriff's charges of 5% (five per cent) on the proceeds of the sale which shall be paid by the purchaser up to a price of R20 000 and thereafter 3% (three per cent) to a maximum fee of R6 000, subject to a minimum of R200, on the date of the sale, the balance against transfer to be secured by a bank or building society guarantee, to be approved by the Plaintiff's attorneys, to be furnished to the Sheriff within twenty-one (21) days from the date of sale.

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

Loon & Connellan Inc., Plaintiff's Attorneys, 4 Cape Road, Port Elizabeth. (AB/lc/214.)

Case 3183/91

IN THE SUPREME COURT OF SOUTH AFRICA

(Cape of Good Hope Provincial Division)

In the matter between **Syfrets Mortgage Nominees Limited,** Plaintiff, and **The Trustees for the time being of the Nizaams Trust (No. 189/1986),** Defendant

In execution of a judgment of the Supreme Court of South Africa (Cape of Good Hope Provincial Divsion) in the above-mentioned suit, a sale without reserve will be held on Tuesday, 3 October 1995 at 10:30, at the Mitchells Plain Magistrate Court, First Avenue, Mitchells Plain, 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, for the Supreme Court of South Africa for the District of Mitchells Plain North.

Erf 411, Philippi, situated in the Transitional Metropolitan Substructure of Ikapa, Division of Cape, Province of the Western Cape, in extent 1,2955 (one comma two nine five five) hectares, held by Certificate of Consolidated Title T10875/1988, situated at corner of Landsdowne and Stock Roads, Philippi, known as Cross Roads Service Station and Shopping Centre.

The following information is furnished concerning the improvements to the property (though in this respect nothing is guaranteed):

Section 1: A double storey building containing a service station with six petrol pumps, sales offices and workshops, a three-roomed luxury flat, a caretaker's flat with double garage, double and single garage and three workshops.

Section 2: Seven shops, a service centre with six petrol pumps and workshops.

Terms: Ten per cent (10%) of the purchase price of the property, together with the Sheriff's commission must be paid in cash immediately after the sale. The balance together with interest at the rate applicable to Syfrets Mortgage Nominee Limited participation Mortgage Bond from time to time on the full purchase price calculated daily and compounded monhtly in advance from the date of sale to date of transfer, payable against registration of transfer both days inclusive is to be secured by a bank or building society guarantee or other acceptable guarantee to be approved by the Sheriff and furnished to the Transferring Attorneys within 14 (fourteen) days of the date of sale.

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

Dated at Cape Town this 23rd day of August 1995.

E. J. Moffatt, for C. K. Friedlander Shandling & Volks, Attorneys for Plaintiff, Eighth Floor, Greenmarket Place, 54 Shortmarket Street, Cape Town. [Tel. (021) 23-6120.] (Ref. Miss E. J. Moffatt.)

Case 19882/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF CAPE TOWN HELD AT CAPE TOWN

In the matter between **The Municipality of the City of Cape Town,** Judgment Creditor, and **Mr D. C. Muider,** Judgment Debtor

The property described hereunder will be sold at 104 Coronation Road, Maitland, on Thursday, 26 October 1995 at 10:30, viz:

Certain piece of land situated at Cape Town in the Municipality of Cape Town, Cape Division, being Erf 23767, measuring 535 (five hundred and thirty-five) square metres, held by the Execution Debtor under Deed of Transfer T15886/1991 (dated 18 March 1991), popularly known as 104 Coronation Road, Maitland.

The property cosnsists of brick and mortar dwelling under an asbestos roof, consisting of three bedrooms, bathroom, lounge, dining-room, kitchen and a garage.

The property will be sold to the highest bidder, voetstoots and without warranty of possession the price being payable either in cash on sale or as to ten per cent (10%) of the price in cash on sale and the balance against transfer plus interest on any unpaid balance at the rate of 16,25% (sixteen comma two five per centum) from the date of sale, such balance to be secured by an approved guarantee for payment thereof within six (6) days of sale.

The buyer shall (a) pay: Auctioneer's charges, costs of advertising and all other costs, charges and arrear rates if any, necessary to enable transfer to be given; (b) insure the property against damage by fire; (c) be liable on cancellation in case of default for damages including wasted costs.

The full conditions of sale will be announced at the sale and may be inspected at the offices of the Sheriff of the Magistrate's Court.

Fairbridge Arderne & Lawton, Attorneys for Plaintiff, Fourth Floor, Main Tower, Standard Bank Centre, Heerengracht, Cape Town, 8001. (Tel. 21-5120.) (Ref. Mrs. Castle/M1655.)

Case 1949/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF CAPE TOWN HELD AT CAPE TOWN

In the matter between **The Municipality of the City of Cape Town,** Judgment Creditor, and **Mr D. C. Wichman,** Judgment Debtor

The property described hereunder will be sold at 14 Bodmin Street, Maitland, on Thursday, 26 October 1995 at 11:30, viz:

Certain piece of land situated at Cape Town in the Municipality of Cape Town, Cape Division, being Erf 141355, measuring 237 (two hundred and thirty-seven) square metres, held by the Execution Debtor under Deed of Transfer T70867/1991 (dated 12 November 1991), popularly known as 14 Bodmin Street, Maitland.

The property cosnsists of semi-detached brick and mortar dwelling under zink roof consisting of two bedrooms, kitchen, lounge and toilet/bathroom.

The property will be sold to the highest bidder, voetstoots and without warranty of possession the price being payable either in cash on sale or as to ten per cent (10%) of the price in cash on sale and the balance against transfer plus interest on any unpaid balance at the rate of 17,25% (seventeen comma two five per centum) from the date of sale, such balance to be secured by an approved guarantee for payment thereof within six (6) days of sale.

The buyer shall (a) pay: Auctioneer's charges, costs of advertising and all other costs, charges and arrear rates if any, necessary to enable transfer to be given; (b) insure the property against damage by fire; (c) be liable on cancellation in case of default for damages including wasted costs.

The full conditions of sale will be announced at the sale and may be inspected at the offices of the Sheriff of the Magistrate's Court.

Fairbridge Arderne & Lawton, Attorneys for Plaintiff, Fourth Floor, Main Tower, Standard Bank Centre, Heerengracht, Cape Town, 8001. (Tel. 21-5120.) (Ref. Mrs. Castle/M1888.)

Case 5861/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

In the matter between **The Municipality of the City of Cape Town,** Judgment Creditor, and **E. J. Lock,** Judgment Debtor

The property described hereunder will be sold at the Court-house, Mitchells Plain Magistrate's Court, Mitchells Plain North, Mitchells Plain, on Tuesday, 24 October 1995 at 10:00, viz:

Certain piece of land situated at Mitchells Plain in the Municipality of Cape Town, Cape Division, Erf 37344, measuring 288 square metres, held by the Execution Debtor under Deed of Transfer T8962/1992 (dated 17 February 1992), popularly known as 62 Dune Drive, Woodlands, Mitchells Plain.

The property cosnsists of single dwelling under asbestos tiled roof, consisting of two bedrooms, bathroom/toilet, kitchen and dining-room/lounge.

The property will be sold to the highest bidder, voetstoots and without warranty of possession the price being payable either in cash on sale or as to ten per cent (10%) of the price in cash on sale and the balance against transfer plus interest on any unpaid balance at the rate of 16,25% (sixteen comma two five per centum) from the date of sale, such balance to be secured by an approved guarantee for payment thereof within six (6) days of sale.

The buyer shall (a) pay: Auctioneer's charges, costs of advertising and all other costs, charges and arrear rates if any, necessary to enable transfer to be given; (b) insure the property against damage by fire; (c) be liable on cancellation in case of default for damages including wasted costs.

The full conditions of sale will be announced at the sale and may be inspected at the offices of the Sheriff of the Magistrate's Court.

Fairbridge Arderne & Lawton, Attorneys for Plaintiff, Fourth Floor, Main Tower, Standard Bank Centre, Heerengracht, Cape Town, 8001. (Tel. 21-5120.) (Ref. Mrs Castle/M2017.)

Case 18417/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

In the matter between **The Municipality of the City of Cape Town,** Judgment Creditor, and **P. N. Toorn,** Judgment Debtor

The property described hereunder will be sold at the Court-house, Mitchells Plain Magistrate's Court, Mitchells Plain South, Mitchells Plain, on Monday, 23 October 1995 at 09:00, viz:

Certain piece of land situated at Mitchells Plain, in the Municipality of Cape Town, Cape Division, Erf 15594, measuring 168 square metres, held by the Execution Debtor under Deed of Transfer T44773/1987 (dated 18 September 1987) popularly known as 6 Westminister Close, Portlands, Mitchells Plain.

The property consists of semi-detached residence, under tiled roof, consisting of two bedrooms, lounge, kitchen, toilet/ bathroom and carport.

The property will be sold to the highest bidder, voetstoots and without warranty of possession the price being payable either in cash on sale or as to ten per cent (10%) of the price in cash on sale and the balance against transfer plus interest on any unpaid balance at the rate of 16,25% (sixteen comma two five per centum) from the date of sale, such balance to be secured by an approved guarantee for payment thereof within six (6) days of sale.

The buyer shall (a) pay: Auctioneer's charges, costs of advertising and all other costs, charges and arrear rates if any, necessary to enable transfer to be given; (b) insure the property against damage by fire; (c) be liable on cancellation in case of default for damages including wasted costs.

The full conditions of sale will be announced at the sale and may be inspected at the offices of the Sheriff of the Magistrate's Court.

Fairbridge Arderne & Lawton, Attorneys for Plaintiff, Fourth Floor, Main Tower, Standard Bank Centre, Heerengracht, Cape Town, 8001. (Tel. 21-5120.) (Ref. Mrs. Castle/M1965.)

Case 41638/93

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

In the matter between **The Municipality of the City of Cape Town,** Judgment Creditor, and **F. Kariem,** Judgment Debtor

The property described hereunder will be sold at the Court-house, Wynberg, Magistrate's Court, Church Street, Wynberg, on Thursday, 19 October 1995 at 10:00, viz:

Certain piece of land situated at Cape Town, in the Municipality of Cape Town, Cape Division, being Erf 41674, measuring 496 square metres, held by the Execution Debtor under Deed of Transfer T10157/1984 (dated 24 February 1984), and Deed of Transfer T55946/1987 (dated 18 November 1987), popularly known as 12 Second Avenue, Athlone.

The property consists of single dwelling built of brick walls under tiled roof, consisting of three bedrooms, lounge, kitchen, toilet, bathroom and garage.

The property will be sold to the highest bidder, voetstoots and without warranty of possession the price being payable either in cash on sale or as to ten per cent (10%) of the price in cash on sale and the balance against transfer plus interest on any unpaid balance at the rate of 18,5% (eighteen comma five per centum) from the date of sale, such balance to be secured by an approved guarantee for payment thereof within six (6) days of sale.

The buyer shall (a) pay: Auctioneer's charges, costs of advertising and all other costs, charges and arrear rates if any, necessary to enable transfer to be given; (b) insure the property against damage by fire; (c) be liable on cancellation in case of default for damages including wasted costs.

The full conditions of sale will be announced at the sale and may be inspected at the offices of the Sheriff of the Magistrate's Court.

Fairbridge Arderne & Lawton, Attorneys for Plaintiff, Fourth Floor, Main Tower, Standard Bank Centre, Heerengracht, Cape Town, 8001. (Tel. 21-5120.) (Ref. Mrs. Castle/M1893.)

Case 30103/94

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

In the matter between **The Municipality of the City of Cape Town,** Judgment Creditor, and **Mr G. D. Roedolph,** Judgment Debtor

The property described hereunder will be sold at the Court-house, Wynberg, Magistrate's Court, Church Street, Wynberg, on Thursday, 19 October 1995 at 10:00, viz:

Certain piece of land situated at Wetton, in the Municipality of Cape Town, Cape Division, Erf 325, measuring 520 square metres, held by the Execution Debtor under Deed of Transfer T43469/1990 (dated 25 July 1990), popularly known as 12A Muller Road, Wetton.

The property consists of single dwelling of brick wals under a tiled roof, consisting of three bedrooms, kitchen, lounge, bathroom/toilet and garage.

The property will be sold to the highest bidder, voetstoots and without warranty of possession the price being payable either in cash on sale or as to ten per cent (10%) of the price in cash on sale and the balance against transfer plus interest on any unpaid balance at the rate of 16,25% (sixteen comma two five per centum) from the date of sale, such balance to be secured by an approved guarantee for payment thereof within six (6) days of sale.

The buyer shall (a) pay: Auctioneer's charges, costs of advertising and all other costs, charges and arrear rates if any, necessary to enable transfer to be given; (b) insure the property against damage by fire; (c) be liable on cancellation in case of default for damages including wasted costs.

The full conditions of sale will be announced at the sale and may be inspected at the offices of the Sheriff of the Magistrate's Court.

Fairbridge Arderne & Lawton, Attorneys for Plaintiff, Fourth Floor, Main Tower, Standard Bank Centre, Heerengracht, Cape Town, 8001. (Tel. 21-5120.) (Ref. Mrs. Castle/M1742.)

Case 4099/94

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

In the matter between **The Municipality of the City of Cape Town,** Judgment Creditor, and **Robert William Knaap,** Judgment Debtor

The property described hereunder will be sold at 9 Syringa Crescent, Thonrton, on Wednesday, 11 October 1995 at 11:00, viz:

Certain piece of land situated at Thornton, in the Municipality of Cape Town, Cape Division, being Erf 34, measuring 625 (six hundred and twenty-five) square metres, held by the Execution Debtor under Deed of Transfer T28154/1993 (dated 26 March 1993) popularly known as 9 Syringa Crescent, Thornton.

The property consists of residence built of brick walls under tiled roof, consisting of lounge, dining-room, TV-room, kitchen, three bedrooms, two bathrooms, separate toilet, store-room, garage and swimming-pool.

The property will be sold to the highest bidder, voetstoots and without warranty of possession the price being payable either in cash on sale or as to ten per cent (10%) of the price in cash on sale and the balance against transfer plus interest on any unpaid balance at the rate of 16,25% (sixteen comma two five per centum) from the date of sale, such balance to be secured by an approved guarantee for payment thereof within six (6) days of sale.

The buyer shall (a) pay: Auctioneer's charges, costs of advertising and all other costs, charges and arrear rates if any, necessary to enable transfer to be given; (b) insure the property against damage by fire; (c) be liable on cancellation in case of default for damages including wasted costs.

The full conditions of sale will be announced at the sale and may be inspected at the offices of the Sheriff of the Magistrate's Court.

Fairbridge Arderne & Lawton, Attorneys for Plaintiff, Fourth Floor, Main Tower, Standard Bank Centre, Heerengracht, Cape Town, 8001. (Tel. 21-5120.) (Ref. Mrs. Castle/M2007.)

Case 15387/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT ELIZABETH HELD AT TODD CHAMBERS TODD STREET, PORT ELIZABETH

In the matter between **United Bank** (a Division of ABSA Bank Limited), Plaintiff, and **Freedom James Headbush,** Defendant

In pursuance of a judgment of the Magistrate's Court of Port Elizabeth, dated 15 June 1993, and the warrant of execution dated 15 June 1993, the following property will be sold in execution, without reserve, to the highest bidder on 22 September 1995 at 14:15, at the front entrance of the New Law Couts, North End, Port Elizabeth:

Erf 4531, Bethelsdorp, in the Municipality and Division of Port Elizabeth, in extent 880 square metres, situated at 66 Joseffe Crescent, Bethelsdorp, Port Elizabeth, held under Deed of Transfer T34659/92.

The following improvements on the property are reported, though in this respect nothing is guaranteed: A dwelling-house under tiles, consisting of entrance hall, lounge, dining-room, kitchen, three bedrooms, bathroom/w.c. and bathroom/shower/w.c. with outbuildings, consisting of single garage, bathroom/w.c. and kitchen.

A substantial building society bond can be arranged for an approved purchaser.

The full conditions of sale may be inspected prior to the date of sale at the offices of the Sheriff for the Magistrate's Court, Port Elizabeth West, 36 North Street, Port Elizabeth.

Dated at Port Elizabeth this 17th day of August 1995.

I. Katz, for Burman Katz, Plaintiff's Attorneys, Park Chambers, 102 Park Drive, Port Elizabeth, 6001. (Ref. I. Katz/ms UBX295.)

Case 4362/94

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 **Colan John Swartz,** Defendant

The following will be sold in execution on 3 October 1995 at 09:00, in front of the Magistrate's Court for the District of Mitchells Plain, to the highest bidder:

Erf 7178 (portion of Erf 7282), Mitchells Plain, 188 (one hundred and eighty-eight) square metres, held by Deed of Transfer T72242/1992, situated at 7 Martin Gale Close, Westridge, Mitchells Plain.

1. The following improvements are reported but not guaranteed: Dwelling: Semi-detached dwelling under tiled roof, consisting of three bedrooms, kitchen, open-plan, TV-room, lounge and toilet/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 19,5% (nineteen comma five per cent) per annum, calculated on the Judgment Creditor's claim from the date of sale to the date of transfer] against registration of transfer, which amounts are to be secured by approved bank guarantee to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions:* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the offices of the Sheriff.

C. & A. Friedlander Inc., Third Floor, Reader's Digest House, Strand Street, Cape Town, 8001.

Case 16733/94

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 **Neveahn Pietersen,** Defendant

The following will be sold in execution on 3 October 1995 at 09:00, in front of the Magistrate's Court for the District of Mitchells Plain, to the highest bidder:

Erf 21076 (portion of Erf 21062), Mitchells Plain, 240 (two hundred and forty) square metres, held by Deed of Transfer T78192/1992, situated at 24 Olifantshoek, Tafelsig, Mitchells Plain.

1. The following improvements are reported but not guaranteed: Dwelling: Brick dwelling under asbestos roof, consisting of three bedrooms, lounge, kitchen and toilet/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 19,5% (nineteen comma five per cent) per annum, calculated on the Judgment Creditor's claim from the date of sale to the date of transfer] against registration of transfer, which amounts are to be secured by approved bank guarantee to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions:* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the offices of the Sheriff.

C. & A. Friedlander Inc., Third Floor, Reader's Digest House, Strand Street, Cape Town, 8001.

Case 15931/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

In the matter between **NBS Bank Limited,** (formerly Natal Building Society Limited) (Reg. No. 87/01384/06), Plaintiff, and **Michael Aaron Louw,** First Defendant, and **Corrinne Irma Kannemeyer,** Second Defendant

In pursuance of a judgment of the Magistrate's Court of Kuils River, and writ of execution dated 17 February 1993, the property listed hereunder, and commonly known as 8 Emerald Crescent, Highbury, Kuils River, will be sold in execution in front of the Magistrate's Court, Kuils River, on Thursday, 28 September 1995 at 09:00, to the highest bidder:

Erf 8961, Kuils River, in the Municipality of Kuils River, Administrative District of Stellenbosch, 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, Kuils River, 29 Northumberland Street, Bellville. A substantial loan can be raised for an approved purchaser with prior approval.

Dated at Cape Town this 21st 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.1363.)

Saak 1280/95

IN DIE LANDDROSHOF VIR DIE DISTRIK KIMBERLEY GEHOU TE KIMBERLEY

In die saak tussen **Duncan & Rothman,** Eiser, en **Die Ring van Kimberley van die NG Sendingkerk van Suid-Afrika die Kerkraad van die NG Sendinggemeente van Kimberley,** Verweerder

Ingevolge 'n vonnis van die Landdroshof, Kimberley en 'n lasbrief vir eksekusie gedateer 14 Julie 1995, sal die ondervermelde eiendom geregtelik verkoop word aan die hoogste bieër by die Landdroshof, Kimberley, op Donderdag, 28 September 1995 om 10:00:

Sekere Erf 6387, geleë in die munisipaliteit en administratiewe distrik Kimberley, groot 847 vierkante meter, bekend as Dahliastraat 12, Kimberley.

Die verbeterings op die eiendom bestaan uit 'n losstaande huis, maar niks word gewaarborg nie.

10% (tien persent) van die koopprys met Belasting op Toegevoegde Waarde daarop, indien van toepassing, en afslaersgelde tesame met Belasting op Toegevoegde Waarde op sodanige afslaersgelde betaalbaar in kontant op die datum van die verkoping, die balans teen transport verseker te word deur 'n aanvaarbare waarbog.

Die voorwaardes van verkoping mag nagesien word gedurende kantoorure by die kantoor van die Balju vir die Landdroshof, Kimberley, en sal uitgelees word onmiddellik voor die verkoping.

J. G. Steyn, vir Duncan & Rothman, Eiser se Prokureurs, Permanentegebou, Jonesstraat, Kimberley.

Saak 804/95

IN DIE LANDDROSHOF VIR DIE DISTRIK GEORGE GEHOU TE GEORGE

In die saak tussen **Boardwalk CC,** Eiser, en **Johann Deon van As,** Verweerder

In uitvoering van 'n vonnis in bogenoemde Agbare Hof gedateer 4 Mei 1995 en 'n lasbrief vir eksekusie wat daarna uitgereik is, sal die ondergemelde vaste eiendom per openbare veiling verkoop word op 13 Oktober 1995 om 10:00, by die betrokke erf, naamlik:

Beskrywing: Erf 2979, George, groot 424 (vierhonderd vier-en-twintig) vierkante meter.

Adres: Laingstraat 49, George.

Verbeterings: Woonhuis bestaande uit drie slaapkamers, sitkamer, kombuis en badkamer.

Die verkoping is onderhewig aan die bepalings en voorskrifte van die Landdroshofwet en die reëls wat op gemelde Wet van toepassing is en onder andere die volgende voorwaardes:

1. Die koper sal 'n deposito van 10% (tien persent) van die koopprys in kontant betaal op die dag van die verkoping waarna hy besit van die eiendom neem. Die balans van die koopsom plus rente is betaalbaar op datum van registrasie van transport en die koper sal binne 14 (veertien) dae na die verkoping 'n bankwaarborg, wat vir die Eiser se oordraggewende prokureurs aanvaarbaar is, aan die Balju voorsien.

2. Die koper sal verantwoordelik wees vir rente op die volle koopprys, bereken vanaf datum van verkoping tot datum van registrasie van transport, beide datums ingesluit, maandeliks voortuit gekapitaliseer, teen die koers tans gevra deur Eiser op lenings ekwivalent aan die koopprys onderhewig aan die voorwaarde dat indien die Eiser of enige ander verbandhouer geregtig mag wees op 'n hoër rentekoers, daardie rentekoers van toepassing sal wees.

3. Die oordrag sal waargeneem word deur die prokureurs vir die Eiser en die koper sal verantwoordelik wees vir betaling van alle koste van transport registrasie van transport te bewerkstellig, asook die toepaslike Belasting op Toegevoegde Waarde ooreenkomstig Wet No. 8 van 1991, soos gewysig.

4. Die volledige verkoopvoorwaardes is beskikbaar by die Balju, Wellingtonstraat, George, en by die Klerk van die Hof, Landdroskantore, George, waar dit onder bovermelde saaknommer geliasseer is, asook by G. W. van Niekerk, Stadcogebou, Yorkstraat 126, George.

Gedateer te George hierdie 22ste dag van Augustus 1995.

G. W. van Niekerk, Stadcogebou, Yorkstraat 126, George. [Tel. (0441) 74-1937.] [Faks. (0441) 73-4937.]

Saak 14373/95

IN DIE LANDDROSHOF VIR DIE DISTRIK PORT ELIZABETH GEHOU TE TODDKAMERS, TODDSTRAAT, PORT ELIZABETH

In die saak tussen **Saambou Bank Beperk,** Eiser, en **Mardavine Michael Naidoo,** Eerste Verweerder, en **Surinee Naidoo,** Tweede Verweerder

Ter uitvoering van 'n vonnis van die bogemelde Agbare Hof gedateer 25 Mei 1995, sal die hiernabeskrewe vaste eiendom in eksekusie verkoop word op 29 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 3859, Hunters Retreat, in die munisipaliteit en afdeling Port Elizabeth, groot 255 vierkante meter, gehou kragtens Transportakte T47504/94, ook bekend as Colby Gardens 37, Henlosingel, Sherwood, 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 prokureurs 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: 23 Augustus 1995.

Greyvensteins Ingelyf, St Georgehuis, Parkrylaan 104, Port Elizabeth. (Verw. H. le Roux/sh/Z00146.)

Saak 22047/95

IN DIE LANDDROSHOF VIR DIE DISTRIK PORT ELIZABETH GEHOU TE TODDKAMERS, TODDSTRAAT, PORT ELIZABETH

In die saak tussen **Saambou Bank Beperk,** Eiser, en **Ian Douglas Murray,** Verweerder

Ter uitvoering van 'n vonnis van die bogemelde Agbare Hof gedateer 19 Julie 1995, sal die hiernabeskrewe vaste eiendom in eksekusie verkoop word op 29 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:

(a) Deelnommer 32, soos getoon en vollediger beskryf op Deelplan SS231/94, in die skema bekend as Chaumont Gardens, ten opsigte van die gebou of geboue geleë te Lorraine, in die munisipaliteit en afdeling Port Elizabeth, van welke deel die vloeroppervlakte, volgens voormelde deelplan, 64 vierkante meter groot is; en

(b) 'n onverdeelde aandeel in die gemeenskaplike eiendom in die skema aan genoemde deel toegedeel ooreenkomstig die deelnemingskwota soos op genoemde deelplan aangeteken, gehou kragtens Transportakte ST9058/94, ook bekend as Chaumont Gardens 34, Lorraine, Port Elizabeth.

Die volgende inligting word verstrek, maar niks word gewaarborg nie:

Die eiendom is 'n deeltiteleenheid bestaande uit drie slaapkamers, sitkamer, kombuis en twee badkamers en gesinskamer.

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 prokureurs 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: 24 Augustus 1995.

Greyvensteins Ingelyf, St Georgehuis, Parkrylaan 104, Port Elizabeth. (Verw. H. le Roux/sh/Z00777.)

Saak 38336/94

IN DIE LANDDROSHOF VIR DIE DISTRIK PORT ELIZABETH GEHOU TE TODDKAMERS, TODDSTRAAT, PORT ELIZABETH

In die saak tussen **Saambou Bank Beperk,** Eiser, en **Alan Connely,** Verweerder

Ter uitvoering van 'n vonnis van die bogemelde Agbare Hof dateer 14 Desember 1994, sal die hiernabeskrewe vaste eiendom in eksekusie verkoop word op 29 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 430, Mount Road, in die munisipaliteit en afdeling Port Elizabeth, groot 1 000 vierkante meter, gehou kragtens Transportakte T59053/1991, ook bekend as Liversagestraat 6, Mount Croix, Port Elizabeth.

Die volgende inligting word verstrek, maar niks word gewaarborg nie:

Die eiendom is verbeter deur die oprigting van 'n woonhuis bestaande uit sitkamer, eetkamer, kombuis, waskamer, drie slaapkamers, badkamer, toilet en buitegeboue.

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 prokureurs 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: 24 Augustus 1995.

Greyvensteins Ingelyf, St Georgehuis, Parkrylaan 104, Port Elizabeth. (Verw. H. le Roux/sh/Z24653.)

Case 3114/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Cape of Good Hope Provincial Division)

In the matter between **Nedcor Bank Limited** (formerly Nedperm Bank Limited), Plaintiff, and **Michael Madoda Nethi,** First Defendant, and **Vanessa Nobelungu Nethi,** Second Defendant

The following property shall, on Friday, 15 September 1995 at 11:00, on the premises, be put up for auction:

Premises: 8 Mafunga Crescent, Settlers Way Estate, Langa.

Description: Face brick dwelling-house with tiled roof, consisting of lounge, open-plan kitchen and dining-room, three bedrooms, two bathrooms and garage, which property is enclosed entirely by vibracrete walls, situated on Erf 3161, Langa, in the Area of the Ikapa Town Council in the Municipal District of the Cape, in extent 585 (five hundred and eighty-five) square metres, held by Deed of Transfer T64398/1988.

Dated at Cape Town this the 24th day of August 1995.

Ince, Wood & Raubenheimer, Attorneys for Plaintiff, Eighth Floor, The Wale Street Chambers, 33 Church Street, Cape Town. (Ref. J. P. van Wyk/BT/R2387.)

Case 0018813/94

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

In the matter between **Investec Bank Limited,** Plaintiff, and **Rasheed Abrahams,** First Defendant, and **Rashieda Abrahams,** Second Defendant

In pursuance of a judgment of this above Honourable Court, granted on 10 May 1995 and writ of execution dated 31 May 1995, the following property will be sold in execution on the Court-house steps, being 94B Retreat Road, Retreat, on 20 September 1995 at 10:00, to the highest bidder:

(1) (a) Section 20, as shown and more fully described on Sectional Plan SS2148/1993, in the scheme known as Harmony Centre, in respect of the land and buildings situated at Retreat, in the Area of the Transitional Metropolitan Substructure of Cape Town, of which section the floor area, according to the said sectional plan, is 92 (ninety-two) square metres in extent;

(b) an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan, held under Deed of Transfer ST1317/1994, also known as 94B Retreat Road, Retreat.

Conditions of sale:

1. The sale is subject to the terms and conditions of Magistrates' Courts Act, No. 32 of 1944, the property being sold voetstoots as it stands and subject to the conditions of the existing title deed.

2. One tenth ($\frac{1}{10}$) of the purchase price shall be paid immediately after the property is declared to be sold and the balance of the purchase price together with interest thereon at the current rate of 18,25% (eighteen comma two five per cent) per annum (or the ruling interest rate applicable from time to time), to be paid against registration of transfer, which shall be given and taken as soon as possible after the sale.

3. The property is a single dwelling improved as follows (no guarantee is given) consisting of shop.

4. The conditions of sale will be read at the sale by the Sheriff of the Magistrate's Court, Wynberg, immediately prior to the sale and may be inspected at his office.

Dated at Rondebosch on this 10th day of August 1995.

Leigh Thompson, Plaintiff's Attorneys, 20 Roslyn Road, Rondebosch. (Ref. LFT/LT519.)

Case 6399/95

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

The Southern Life Association Limited, Judgment Creditor, *versus* **Ernest S. Dolweni,** Judgment Debtor

The following will be sold in execution on 28 September 1995 at 10:00, at the Khayelitsha Court-house:

Erf 19180, Khayelitsha, in the Area of the Town Council of Lingelethu, Cape Division, measuring 158 (one hundred and fifty-eight) square metres, held under Deed of Transfer 52662/1992 dated 24 August 1992, situated at 8 Samora Machel Road, Khayelitsha.

1. The following improvements are reported but not guaranteed: Single dwelling under an asbestos tiled roof consisting of lounge/kitchen, two bedrooms and bathroom/toilet/handbasin.

2. *Payment:* 10% (ten per centum) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 17,25% (seventeen comma two five per cent) per annum, calculated on the Judgment Creditor's claim from the date of sale to the date of transfer] against registration of transfer, which amounts are to be secured by approved bank guarantee to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions:* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Plaintiff's Attorneys, Southern Life Centre, 8 Riebeeck Street, Cape Town. (Ref. DJM/lw/128231.)

Case 244/95

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

In the matter between **The Standard Bank of South Africa Limited,** Execution Creditor, and **Johannes Abel Appollis,** First Execution Debtor, and **Lizzette Appollis,** Second Execution Debtor

In terms of a judgment granted by the Magistrate's Court for the District of Wellington, dated 30 May 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 3 October 1995 at 10:00:

Erf 9075, Wellington, in the area of the Wellington Transitional Council, Paarl Division, Western Cape Province, in extent 501 (five hundred and one) square metres.

Street address: 44 Gardenia Street, Wellington.

Conditions of sale:

(1) The property will be sold in execution without reserve and voetstoots to the highest bidder by public auction and subject to the provisions and conditions of the Magistrates' Courts Act, No. 32 of 1944, as amended, and the rules applicable thereto and also the servitudes and conditions attaching to the property contained in the relevant title deeds.

(2) The following information is furnished but not guaranteed: Lounge, kitchen, two bedrooms and bathroom/w.c.

(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, 42E Main Road, Wellington.

(4) Payment shall be effected as follows: Ten per cent (10%) of the purchase price on the day of the sale and the balance together with interest thereon at the prevailing rate of interest from the date of sale to date of registration of transfer against transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

Dated at Bellville on this 21st day of August 1995.

W. de Braal, for Buchanan Boyes, Attorneys for Execution Creditor, Second Floor, Standard Bank Building, Kruskal Avenue, Bellville.

Case 138/95

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF BATHURST HELD AT PORT ALFRED

In the matter between **The Standard Bank of S.A. Ltd** (Port Alfred Branch), Plaintiff, and **Norman Graves,** Defendant

In pursuance of a judgment in the Court of the Magistrate at Port Alfred, dated 25 April 1995, the following immovable property will be sold in execution on Friday, 29 September 1995 at 10:00, at Erf 520, Bathurst, corner of Elizabeth and Gillander Streets, Bathurst:

Erf 520, Bathurst, in the Municipality and Division of Bathurst, in extent 4 388 (four thousand three hundred and eighty-eight) square metres.

Whilst nothing is guaranteed, it is understood that the property is a vacant erf.

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, to be furnished to the Plaintiff's attorneys within 14 (fourteen) days of the date of the sale.

The full conditions of sale can be inspected at the offices of the Magistrate, Port Alfred, the Plaintiff's attorneys and the Sheriff, Port Alfred. Interested parties are asked to contact the Plaintiff who may be prepared to grant loan facilities to an approved purchaser.

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

De Klerk & Pitcher, Plaintiff's Attorneys, 44 Van der Riet Street, Port Alfred. (Ref. Mr De Klerk/3657.)

Case 9170/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Cape of Good Hope Provincial Division)

In the matter between **Standard Bank of South Africa Ltd,** Plaintiff, and **Virginia Hilary Spies,** Defendant

In execution of a judgment of the Supreme Court of South Africa (Cape of Good Hope Provincial Division) in the above-mentioned matter, a sale in execution of the undermentioned property will be held on Wednesday, 27 September 1995 at 10:00, at 7 Thorne Close Avenue, Constantia (Erf 1519, Constantia), to the highest bidder, subject to the conditions hereinafter set out and subject to the further conditions to be read out by the auctioneer at the sale:

Property: Erf 1519, Constantia, in the area of the Local Council of Constantia Valley, Cape Town, commonly described at 7 Thorne Close Avenue, Constantia, in extent 2 158 square metres, held by Deed of Transfer T93732/1993.

Description:

The following information is tendered without any guarantee: Erf 1519, commonly described as 7 Thorne Close Avenue, Constantia, is a private dwelling under an asbestos slate roof, which comprises *inter alia* lounge, dining-room, family room, study, three bedrooms, double garge, etc.,

Conditions of payment: 10% (ten per cent) of the purchase price of the said property in cash is payable on the day of the sale and the balance of the purchase price against registration of transfer. The purchaser shall, within 14 (fourteen) days of the date of this sale, furnish the Plaintiff with a guarantee to the satisfaction of the Plaintiff's attorneys for the due payment of the balance of the purchase price, interest and transfer costs and due fulfilment of all the purchaser's obligations under the conditions of sale.

The purchaser shall pay the auctioneer's commission to the Deputy Sheriff at Wynberg.

Dated at Cape Town this 24th day of August 1995.

J. H. Katz, for Miller Gruss Katz & Traub, Plaintiff's Attorneys, 25th Floor, Trust Bank Centre, Heerengracht, Cape Town. [Tel. (021) 419-7990.] (Ref. JHK/ch/023761.)

Case 1892/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KING WILLIAM'S TOWN HELD AT KING WILLIAM'S TOWN

In the matter between **Norman Staddon,** Plaintiff, and **Ngangomhlaba Wellington Maqungu,** First Defendant, and **Barbara Nombulelo Maqungu,** Second Defendant

In pursuance of a judgment of the above Honourable Court and a writ of execution dated 26 April 1995, the following property will be sold on Wednesday, 27 September 1995 at 10:30, at the Waterhouse of the Sheriff, KSM Building, Eales Street, King William's Town, to the highest bidder:

Erf 2174, Ginsberg, Town Council of Ginsberg, Division of King William's Town, in extent four hundred and sixty-two (462) square metres, held by Deed of Transfer TL4073/1991, over which property Mortgage Bond 4103/1994, is registered (known as 723 Buchanan Street, Ginsberg, King William's Town).

Conditions of sale:

1. The purchaser shall pay 10% (ten per cent) of the purchase price on the date of sale and the unpaid balance together with interest is to be secured by a satisfactory bank or building society guarantee to be furnished to the Plaintiff's attorney within 14 (fourteen) days of the sale.

2. The property shall be sold voetstoots and shall be subject to the terms and rules of the Magistrates' Courts Act and also subject to the provisions of the title deed.

3. The full conditions of sale may be inspected at the offices of the Plaintiff's attorneys and these will be read out by the auctioneer immediately before the sale.

4. The following information is furnished, but not guaranteed: Conventional dwelling with two bedrooms, lounge, bathroom and kitchen.

Dated at King Wiliam's Town this 21st day of August 1995.

J. H. Brits, for Squire Smith & Laurie, Plaintiff's Attorneys, 44 Taylor Street, King William's Town. (Ref. Ms Manns/yp.)

Case 31070/95

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

In the matter between **NBS Bank Limited,** Plaintiff, and **Western Cape Property Developers (Pty) Ltd,** Defendant

The undermentioned property will be sold in execution at the premises at Weltevreden Mews, Woodbury Road, Weltevreden Valley, Mitchell's Plain, on Tuesday, 26 September 1995 at 10:00:

Erf 2029, Weltevreden Valley, situated in the area of the Transitional Metropolitan Substructure of Cape Rural Council, Cape Division, Western Cape Province, in extent 1 758 (one thousand seven hundred and fifty-eight) square metres.

Comprising two double storey buildings face brick walls, under asbestos tiled roof, consisting of 16 flats, consisting of bathroom/toilet, two bedrooms, kitchen, lounge and flat.

The sale shall be by public auction without reserve to the highest bidder, subjec 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 Sheriff of the Court for Mitchells Plain, and will be read out by the auctioneer prior to the sale.

Smuts Kemp Smal & Durr, Plaintiff's Attorneys, 75 Voortrekker Road, Bellville. (Tel. 945-3646.) (Ref. K. G. Kemp/lvs/19603.)

Saak 1347/92

IN DIE LANDDROSHOF VIR DIE DISTRIK HERMANUS GEHOU TE HERMANUS

In die saak tussen **Claude Neon Ltd,** Eiser, en **S. Allie,** handeldrywende as Atlantic Kafee, Verweerder

Ingevolge 'n vonnis in die Landdroshof te Hermanus, en 'n lasbrief vir eksekusie, sal die ondergenoemde vaste eiendom per publieke veiling verkoop word op 29 September 1995 om 14:00, te die Landdroskantoor, Hoofweg, Hermanus:

Erf 413, Hawston, in die munisipaliteit Hermanus, afdeling Caledon, groot 2 158 vierkante meter, geleë te Chesterweg, Hawston, gehou kragtens Transportakte T9353/1986.

Die verbeterings op die eiendom bestaan uit die volgende: Dubbelverdiepingwoonhuis met:

Onderste verdieping: Winkel met stoorkamer en toilet.

Boonste verdieping: Drie slaapkamers, kombuis, sit- en eetkamer (oopplan), toilet en badkamer met bad, wasbak en toilet.

Verkoopvoorwaardes:

1. Die veiling is onderhewig aan die bepalings van die Landdroshofwet, No. 32 van 1944, soos gewysig, en die eiendom word voetstoots verkoop aan die hoogste bieder, onderhewig aan die voorwaardes van artikel 66 van die bogenoemde Wet.

2. 10% (tien persent) van die koopprys van die eiendom moet betaal word in kontant of deur middel van 'n bankgewaarborgde tjek tydens ondertekening van die verkoopvoorwaardes sodra die eiendom as verkoop verklaar word, of soos andersins gereël mag word met die Balju en die balans van die koopprys tesame met die rente daarop verreken teen 10% (tien persent) is betaalbaar teen registrasie van die transport. Sodanige bedrag moet gewaarborg word deur middel van 'n behoorlike en goedgekeurde bankwaarborg of bouvereniging wat gelewer moet word aan die Eiser se prokureur binne 14 (veertien) dae na die waarborg.

3. Die volledige verkoopvoorwaardes wat deur die Balju onmiddellik voor die verkoping uitgelees sal word, kan geïnspekteer word by die Balju, Hermanus, se kantoor.

Guthrie & Theron, Prokureurs vir Eiser, Hoofweg 77, Hermanus, 7200.

Saak 535/95

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Oos-Kaapse Afdeling)

In die saak tussen **ABSA Bank Beperk,** Eiser, en **Jacobus Johannes Kruger,** Verweerder

Geliewe kennis te neem dat, kragtens 'n Vonnis van die bogemelde Agbare Hof wat gegee is op 28 Junie 1995, die Balju, die eiendom wat hieronder beskryf word, deur openbare veiling aan die hoogste bieder sal verkoop:

(a) Die restant van Gedeelte 10 van die plaas Vlak Fontein 69, afdeling Albert, groot 543,0413 (vyfhonderd drie-en-veertig komma nil vier een drie) hektaar;

(b) Gedeelte 24, Damplaats ('n gedeelte van Gedeelte 23), van die plaas Vlak Fontein 69, afdeling Albert, groot 505,2757 (vyfhonderd en vyf komma twee sewe vyf sewe) hektaar, gehou kragtens Transportakte T16409/77, onderhewig aan die voorwaardes waarna verwys word daarin.

(c) Verder onderhewig aan die vruggebruik ten gunste van Fransina Hendrina Barendina Kruger, gebore 18 April 1920, ongetroud, van welke vruggebruik hierinlater afstand gedoen word.

Die bogemelde eiendiom is geleë op die plaas Vlak Fontein, afdeling Albert, Tekens wat die eiendom aandui sal op die dag van die veiling uitgestal word, en die Balju kan by Telefoonnommer 05165 (31838) vir verdere besonderhede genader word.

Ligging van eiendom: 31 kilometer op die Burgersdorp/Venterstad teerpad. Wasbank-afdraai pad ongeveer 17 kilometer. Geboue en verbeterings wat beweer word om op die eiendomme te bestaan is: Woonstel, drie buitegeboue, sterk boorgat water, veekrale, arbeider se huisies, veekerend omhein en verdeel in kampe, gronddam, boorgate, sementdam en drinkbakke.

Die veiling sal plaasvind op 22 September 1995 om 10:00, op die Balju se kantoor, Hendrik Potgieterstraat 17, Burgersdorp.

Die volledige verkoopvoorwaardes met betrekking tot die veiling is beskikbaar ter insae by die kantoor van die Balju, Hendrik Potgieterstraat 17, Burgersdorp.

Verdere besonderhede met betrekking tot die aangeleentheid kan bekom word van Mnr. Brody, Telefoonnommer (0101) 27005, en van die Balju, Telefoonnommer (05165) 31838.

Gedateer te Grahamstad op hierde 1ste dag van September 1995.

Wheeldon Rushmere & Cole, Prokureurs vir Eiser, Highstraat 119, Grahamstad. (Mnr. Brody.)

Saak 14133/95

IN DIE LANDDROSHOF VIR DIE DISTRIK PORT ELIZABETH GEHOU TE TODDKAMERS, TODDSTRAAT, PORT ELIZABETH

In die saak tussen **Saambou Bank Beperk,** Eiser, en **H. Brown,** Eerste Verweerder, en **A. Brown,** Tweede Verweerder

Kragtens 'n Vonnis van die Landdroshof vir die distrik Port Elizabeth, gedateer 17 Mei 1995, sal die ondergemelde eiendom verkoop word op 22 September 1995 om 14:15, by die hoofingang van Nuwe Geregshowe, Noordeinde, Port Elizabeth, sonder reserwe aan die hoogste bieder, onderhewig aan die verkoopvoorwaardes wat tydens die veiling voorgelê sal word en wat ter insae lê by die kantoor van die Balju, Port Elizabeth-Noord:

Deel 1 soos aangetoon en vollediger beskryf as Deelplan SS28/94 in die skema bekend as Sutton House, ten opsigte van die grond en gebou of geboue geleë te Korsten, van welke deel die vloeroppervlakte volgens die voormelde Deelplan 61 (een-en-sestig) vierkante meter groot is en 'n onderverdeelde aandeel in die gemeenskaplike eiendom in die skema, aan genoemde deel toegedeel ooreenkomstig die deelneminskwota soos op genoemde deelplan aangeteken, gehou kragtens sertifikaat van Geregistreerde Deeltitel ST15494/94 (Unit), ook bekend as Woonstel 1, Sutton House, Suttonweg 45, Korsten, Port Elizabeth.

Geteken te Port Elizabeth op hierdie 21ste dag van Augustus 1995.

Stulting Delport Cilliers & De Jager, Birdstraat 5, Sentraal, Port Elizabeth, 6001. (Verw. H.B. de Jager/em.)

Saak 11032/95

IN DIE LANDDROSHOF VIR DIE DISTRIK PORT ELIZABETH GEHOU TE TODDKAMERS, TODDSTRAAT, PORT ELIZABETH

In die saak tussen **Saambou Bank Beperk,** Eiser, en **B. Hackner,** Verweerder

Kragtens 'n Vonnis van die Landdroshof vir die distrik Port Elizabeth, gedateer 9 Mei 1995, sal die ondergemelde eiendom verkoop word op 22 September 1995 om 14:15, by die hoofingang van Nuwe Geregshowe, Noordeinde, Port Elizabeth, sonder reserwe aan die hoogste bieder, onderhewig aan die verkoopvoorwaardes wat tydens die veiling voorgelê sal word en wat ter insae lê by die kantoor van die Balju, Port Elizabeth-Suid:

Deel 1 soos aangetoon en vollediger beskryf op Deelplan SS364/92 in die skema bekend as Hillside Mansions, ten opsigte van die grond en gebou of geboue geleë te Port Elizabeth Sentraal, van welke deel die vloeroppervlakte volgens die voormelde Deelplan 90 (negentig) vierkante meter groot is en 'n onderverdeelde aandeel in die gemeenskaplike eiendom in die skema, aan genoemde deel toegedeel ooreenkomstig die deelnemingskwota soos op genoemde deelplan aangeteken, gehou kragtens sertifikaat van Geregistreerde Deeltitel ST14884/94, ook bekend as Woonstel 1, Hillside Mansions, Sentraal, Port Elizabeth.

Hoewel niks gewaarborg word nie, word gemeld dat daar op die eiendom 'n wooneenheid is bestaande uit slaapkamer, sitkamer met stoep, kombuis en badkamer.

10% (tien persent) van die koopprys sal betaalbaar wees in kontant by ondertekening van die verkoopvoorwaardes en die balans tesame met die rente en ander kostes sal betaalbaar wees teen registrasie van oordrag van die eiendom in die naam van die koper, verseker te word deur 'n waarborg wat deur die prokureur vir die Eiser goedgekeur moet word en wat binne 14 (veertien) dae vanaf die veilingsdatum voorgelê moet word.

Geteken te Port Elizabeth op hierdie 21ste dag van Augustus 1995.

Stulting Delport Cilliers & De Jager, Birdstraat 5, Sentraal, Port Elizabeth, 6001. (Verw. H.B. de Jager/em.)

Saak 2592/95

IN DIE LANDDROSHOF VIR DIE DISTRIK MOSSELBAAI GEHOU TE MOSSELBAAI

In die saak tussen **Eerste Nasionale Bank van Suidelike Afrika Beperk,** Eiser, en **Petrus Lafras Pieters,** Eerste Verweerder, en **Annerene Pieters,** Tweede Verweerder

Ingevolge 'n vonnis toegestaan in die Landdroshof, Mosselbaai, en 'n lasbrief vir eksekusie gedateer 24 Julie 1995, sal die volgende eiendom verkoop word deur Mosselbaai Afslaers en Assuransieagent, aan die hoogste bieër op Woensdag, 20 September 1995 om 10:00, te ondervermelde perseel:

Erf 5076, Mosselbaai, in die munisipaliteit en afdeling Mosselbaai, provinsie Wes-Kaap, groot 738 (sewehonderd agt-en-dertig) vierkante meter, gehou kragtens Transportakte T48901/93 (ook bekend as Peperboomstraat 10, Heiderand, Mosselbaai).

Die volgende verbeteringe is op die eiendom aangebring hoewel niks in hierdie opsig gewaarborg word nie: 'n Woonhuis met sit-/eetkamer, kombuis, waskamer, drie slaapkamers met hoofslaapkamer en suite, badkamer, dubbelmotorhuis en stoep.

Voorwaardes van verkoping:

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

2. *Terme:* Die koopprys sal betaalbaar wees synde 10% (tien persent) daarvan op die dag van verkoping aan die Balju en die balans tesame met rente daarop vanaf datum van verkoping tot datum van registrasie van transport teen 'n rentekoers van 18,25% (agtien komma twee vyf persent) per jaar, sal binne 30 dae vanaf die datum van verkoping aan die Balju of die oordrag-prokureurs betaal word of gedek word deur 'n goedgekeurde bank- of bouvereningingwaarborg binne die gemelde tydperk.

3. *Voorwaardes:* Die voorwaardes van verkoping lê vir insae by die kantoor van Miller Terblanche & Zietsman, Cuffstraat 5, Mosselbaai, en die Balju, Montagustraat 99, Mosselbaai.

Gedateer te Mosselbaai op hierdie 15de dag van Augustus 1995.

Miller Terblanche & Zietsman, Prokureurs vir Eiser, Cuffstraat 5, Posbus 83, Mosselbaai, 6500.

Case 570/95

IN THE SUPREME COURT OF TRANSKEI HELD AT TRANSKEI

In the matter between **Transkei Development Corporation Limited,** Applicant, and **Noma-India Mildred Nangu,** First Defendant, and **Philemon Similo Nangu,** Second Defendant

In pursuance of a judgment in the Supreme Court of Transkei, and warrant of execution dated 12 June 1995, the property mentioned hereunder will be sold in execution on 6 October 1995 at 10:00:

Certain piece of land known as Kwanyaza Trading Site, being a piece of quitrent land, situated in the District of Ngqeleni, measuring 4,2827 hectares, held under Deed of Transfer T20/1990.

Conditions of the sale may be inspected at the offices of the Deputy Sheriff.

Dated at Umtata this 28th day of August 1995.

Z. M. Nhlangulela & Associates, Plaintiff's Attorneys, Sixth Floor, Development House, York Road, Umtata.

Case 599/95

IN THE SUPREME COURT OF TRANSKEI HELD AT TRANSKEI

In the matter between **Transkei Development Corporation Limited,** Applicant, and **Noluthando Poswa,** Defendant

In pursuance of a judgment in the Supreme Court of Transkei, and warrant of execution dated 10 June 1995, the property mentioned hereunder will be sold in execution on 6 October 1995 at 10:00:

Certain piece of land situated in the Municipality and District of Umtata, being Erf 8834, Umtata, Transkei, 21 Maxesha Bizana Street, Ikwezi Extension, Umtata.

Conditions of the sale may be inspected at the offices of the Deputy Sheriff.

Dated at Umtata this 28th day of August 1995.

Z. M. Nhlangulela & Associates, Plaintiff's Attorneys, Sixth Floor, Development House, York Road, Umtata.

Case 597/95

IN THE SUPREME COURT OF TRANSKEI HELD AT TRANSKEI

In the matter between **Transkei Development Corporation Limited,** Plaintiff, and **Mzuvukile Benjamin Mfazwe,** First Defendant, and **Nothembe Stella Mfazwe,** Second Defendant

In pursuance of a judgment in the Supreme Court of Transkei, and warrant of execution dated 31 July 1995, the properties mentioned hereunder will be sold in execution on 3 November 1995 at 10:00:

Certain pieces of abolished quitrent land, being:

1. Erf 13, Cala, situated in the Municipality of Cala, District of Xalanga, measuring 3,5778 hectares, and

2. Erf 14, Cala, situated in the Municipality of Cala, District of Xalanga, measuring 3,0392 hectares, and

3. Erf 15, Cala, situated in the Municipality of Cala, District of Xalanga, measuring 3,1247 hectares, held under Mortgage Bond B167/1991.

Conditions of the sale may be inspected at the offices of the Deputy Sheriff.

Dated at Umtata this 31st day of August 1995.

Z. M. Nhlangulela & Associates, Plaintiff's Attorneys, Sixth Floor, Development House, York Road, Umtata.

Case 2092/93

IN THE SUPREME COURT OF SOUTH AFRICA

(South Eastern Cape Local Division)

In the matter between **Adam Felix,** First Applicant, and **Emelie Mitha Felix,** Second Applicant, and **Christiaan Louis Nortier and Five Others,** First Respondent

In pursuance of a judgment dated 21 September 1994 and an attachment made thereunder, one half undivided share in the following immovable property will be sold at the Sheriff's Office, 37 Church Street, Humansdorp, by public auction on Friday, 6 October 1995 at 11:00:

Erf 71, Kruisfontein, in the Municipality and Division of Humansdorp, in extent 1,5208 hectares.

While nothing is guaranteed it is understood that the property consists of one half undivided share in a vacant piece of land in extent 1,5208 hectares, with no outbuildings thereon.

The conditions of sale may be inspected at the Sheriff's Office, 37 Church Street, Humansdorp.

Terms: 10% (ten per centum) deposit on date of sale, the balance including Value-Added Tax (VAT) (if applicable) against transfer to be secured by a guarantee approved by Plaintiff's attorneys to be furnished within 21 days of sale.

Sheriff charges [5% (five per centum) on the first R20 000 and thereafter 3% to a maximum of R6 000 with a minimum of R100] are also payable on date of sale.

Dated at Port Elizabeth on this 29th day of August 1995.

Heine Ungerer, Plaintiff's Attorneys, Security Place, corner of Hancock and Market Streets, Port Elizabeth. (Ref. R. Bojanic/nd.)

Case 470/95

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KING WILLIAM'S TOWN HELD AT KING WILLIAM'S TOWN

In the matter between **King William's Town Municipality,** Plaintiff, and **Mr W. Stowman,** Defendant

In pursuance of a judgment in the above Honourable Court of 6 April 1995 and a writ of execution dated 6 April 1995 the following immovable property will be sold in execution on 27 September 1995 at 10:40, at the offices of the Sheriff for the Magistrate's Court, Radue Weir Building, Eales Street, King William's Town:

Erf B905, Breidbach, King William's Town, Municipality and Division of King William's Town, in extent 169 (one hundred and sixty-nine) square metres, being 23 Dahlia Crescent, Breidbach, King William's Town, held by Deed of Transfer T1757/1987.

Conditions of sale:

1. The purchaser will pay 10% (ten per cent) of the purchase price on the date of the sale. A building society, banker or other approved guarantee for the balance plus interest is to be given to the Plaintiff's attorneys on the day of the sale and prior to the signature of the conditions of sale.

2. The property is to be sold voetstoots in terms of the Magistrates' Courts Act and subject to the provisions of the title deeds.

3. The full conditions of sale may be inspected at Plaintiff's attorneys offices and will be read out by the auctioneer at the sale.

Dated at King William's Town on this 24th day of August 1995.

P. G. Wood, for Hutton & Cook, Plaintiff's Attorneys, The Arches, Taylor Street, King William's Town. (Ref. Mr P. G. Wood/lrw.)

Case 4836/94

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

In the matter between **Fidelity Bank,** Judgment Creditor, and **J. du Preez,** First Judgment Debtor, and **N. C. Claassen,** Second Judgment Debtor

Pursuant to a judgment in the Magistrate's Court for the District of George and a writ of execution dated 23 December 1994, the following property will be sold in execution on Friday, 29 September 1995 at 10:00, on site:

Erf 16373, George, situated at Victor Smith Crescent, in extent 1 265 square metres, held by Deed of Transfer T69471/93.

Improvements: None.

Conditions of sale:

1. The sale will be governed by the Magistrates' Courts Act, No. 32 of 1944, and rules. The property will be sold voetstoots and subject to the conditions of the existing title deed. The property will be sold to the highest bidder subject to the stipulations of section 66 of the above-mentioned Act.

2. The purchase price is to be paid as follows:

2.1 10% (ten per cent) thereof immediately after signing of the conditions of sale; and

2.2 the balance of purchase price together with interest at a rate of 15,5% (fifteen comma five per cent) calculated from the date of sale to the date of registration in the name of the purchaser. The purchaser is to supply an acceptable bank or building society guarantee for the balance of the purchase price within 14 days after the sale.

3. The purchaser is liable to pay auctioneers commission, transfer duties, conveyancing fees as well as rates for the current year as well as arrears rates if applicable.

4. The purchaser shall pay Value-Added Tax on the purchase price unless the Judgment Debtors supplies the Sheriff with a written notice to the effect that the sale would not have been a taxable delivery of goods had he sold the property out of hand.

5. The complete conditions of sale may be inspected at the office of the Sheriff for the Magistrate's Court, George, 35A Wellington Street, George, as well as the offices of the Judgment Creditors attorneys, Bierman & Co., 58 York Street, George.

Dated at George on this 24th day of August 1995.

Biermann & Co., for C. F. J. Biermann, 58 York Street, George, 6530. [Tel. (0441) 74-2284.].

Case 642/94

NOTICE OF SALE IN EXECUTION

In the matter between **Transkei National Building Society,** Judgment Creditor, and **Todd Njena,** Judgment Debtor

The property known as:

Certain piece of land situated in the Municipality of Ezibeleni, District of Cacadu, in Ezibeleni Township Extension 2, being Erf 2267, measuring 822 (eight hundred and twenty-two) square metres.

Shall be sold to the highest bidder by our Adhoc appointed Messenger of Court, Umtata, on 12 October 1995 at 11:00, in Ezibeleni.

The special conditions of sale may be inspected at the offices of our Adhoc appointed Messenger of Court, 202 Ludidi Building, Madeira Street, Umtata.

John C. Blakeway & Leppan Inc., Attorney for Judgment Creditor, 28 Madeira Street, Umtata. (Ref. Mr Robert Beer/rl/C61/94.)

Case 642/94

NOTICE OF SALE IN EXECUTION

In the matter between **Transkei National Building Society,** Judgment Creditor, and **Todd Njena,** Judgment Debtor

The property known as:

Certain piece of land being Erf 3185, Butterworth, in Butterworth Township Extension 12, situated in the Municipality of Butterworth, District of Gcuwa, measuring 338 (three hundred and thirty-eight) square metres.

Shall be sold to the highest bidder by our Adhoc appointed Messenger of Court, Umtata, on 5 October 1995 at 11:00, in Butterworth.

The special conditions of sale may be inspected at the offices of our Adhoc appointed Messenger of Court, 202 Ludidi Building, Madeira Street, Umtata.

John C. Blakeway & Leppan Inc., Attorney for Judgment Creditor, 28 Madeira Street, Umtata. (Ref. Mr Robert Beer/rl/G61/94.)

Case 116/95

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

In the matter between **ABSA Bank Limited,** Execution Creditor, and **L. F. de Souza,** First Execution Debtor, and **T. de Souza,** Second Execution Debtor

In pursuance of a judgment in the Magistrate's Court of Cradock, on 13 February 1995, and attachment in execution, the property listed hereunder will be sold in execution on Monday, 2 October 1995 at 10:00, in front of the Magistrate's Court, Cradock, to the highest bidder and for cash:

Erf 1382, Cradock, situated at 28 Acacia Street, Cradock.

It is reported that a completed dwelling-house is situated on the property although nothing is guaranteed in this respect.

Conditions of sale: The purchase price will be payable as to a deposit in cash of 10% (ten per cent) and the balance against transfer. The full conditions of sale will be read immediately prior to the sale and may be inspected at the Sheriff's House at 28 Victoria Street, Cradock, and at the offices of the attorneys Metcalf & Company, 80 Frere Street, Cradock.

Dated at Cradock on the 29th day of August 1995.

Metcalf & Co., Plaintiff's Attorneys, 80 Frere Street, Cradock, 5880.

Saak 116/95

IN DIE LANDDROSHOF VIR DIE DISTRIK CRADOCK GEHOU TE CRADOCK

In die saak tussen **ABSA Bank Beperk,** Skuldeiser, en **L. F. de Souza,** Eerste Verweerder, en **T. de Souza,** Tweede Verweerder

Ingevolge 'n vonnis van die Landdroshof, Cradock, gedateer 13 Februarie 1995 en 'n eksekusie beslaglegging, sal die ondergemelde eiendom op Maandag, 2 Oktober 1995 om 10:00, voor die Landdroskantoor te Cradock, aan die hoogste bieër vir kontant verkoop word:

Erf 1382, Cradock, geleë te Akasiastraat 28, Cradock.

Dit word gerapporteer dat 'n voltooide woonhuis op die eiendom opgerig is, maar geen waarborge word in die verband gegee nie.

Verkoopvoorwaardes: Die koopsom is betaalbaar by wyse van 'n kontantdeposito van 10% (tien persent) daarvan en die balans teen registrasie van transport.

Die volle verkoopvoorwaardes sal onmiddellik voor die veiling uitgelees word en mag by die Balju se huis te Victoriastraat 28, Cradock, of by die kantore van prokureurs Metcalf & Kie., Frerestraat 80, Cradock, geïnspekteer word.

Gedateer te Cradock op die 29ste dag van Augustus 1995.

Metcalf & Kie., Eiser se Prokureurs, Frerestraat 80, Cradock, 5880.

Case 3744/95

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

In the matter between **David & Salkow (Pty) Limited,** Plaintiff, and **Mohamed Brothers,** Defendant

In pursuance of a judgment in the above Honourable Court dated 17 March 1995, the undermentioned immovable property will be sold in execution at 219 Rooikrans Avenue, Grassy Park, on Thursday, 28 September 1995 at 12:00, to the highest bidder:

Erf 1752, Grassy Park, in the area of the Transitional Metropolitan Substructure of Grassy Park, Cape Division, Western Cape Province, in extent six hundred and twenty-four (624) square metres.

The sale is subject to the following conditions: The property will be sold to the highest bidder, voetstoots and without warranty of possession, the price being payable either in cash or as to 10% (ten per cent) of the price in cash on sale and the balance against registration of transfer plus interest on any unpaid balance at the rate of 15,5% (fifteen and a half per cent) per annum from date of sale, such balance to be secured by an approved guarantee for payment thereof within 6 (six) weeks of sale.

The buyer shall—

(a) pay auctioneer's charges, costs of advertising and all other costs, charges and arrear rates, if any, necessary to enable transfer to be given;

(b) insure the property against damage by fire;

(c) be liable on cancellation in case of default for damages including wasted costs.

The full conditions of sale will be announced at the sale and may be inspected at the offices of the Sheriff of the Magistrate's Court or at the office of the auctioneers.

Dated at Cape Town this 18th day of August 1995.

Gelb Simon Shapiro & Partners, Plaintiff's Attorneys, 10th Floor, 2 Long Street, Cape Town. (Ref. T. A. Simon/rw/8910/59944.)

Case 5087/94

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 **Barry Cyril Carelse,** Defendant

The following will be sold in execution on 3 October 1995 at 09:00, in front of the Magistrate's Court for the District of Mitchells Plain, to the highest bidder:

Erf 7376 (portion of Erf 7286), Mitchells Plain, 143 (one hundred and forty-three) square metres, held by Deed of Transfer T9090/87, situated at 60 Buzzard, Rocklands, Mitchells Plain.

1. The following improvements are reported but not guaranteed: Dwelling, three bedrooms, bathroom/toilet, lounge and kitchen (duplex).

2. *Payment:* Ten per centum (10%) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 18,5% (eighteen comma five per cent) per annum calculated on the Judgment Creditor's claim from the date of sale to the date of transfer] against registration of transfer, which amounts are to be secured by approved bank-guarantee to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions:* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the offices of the Sheriff.

C & A Friedlander Inc., Third Floor, Reader's Digest House, Strand Street, Cape Town. (Ref. 8001 CLS/Z00086.)

Case 4901/94

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 **Gabiebodien Raven,** Defendant

The following will be sold in execution on 3 October 1995 at 09:00, in front of the Magistrate's Court for the District of Mitchells Plain, to the highest bidder:

Erf 25521 (portion of Erf 21748), Mitchells Plain, 160 (one hundred and sixty) square metres, held by Deed of Transfer T53755/93, situated at 9 Kiaat Close, Eastridge, Mitchells Plain.

1. The following improvements are reported but not guaranteed: Dwelling, brick building, asbestos roof, semi-detached, three bedrooms, lounge, kitchen and bathroom/toilet.

2. *Payment:* Ten per centum (10%) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 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. CLS/Z00134.)

Case 2554/95

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

In the matter between **NBS Bank Limited,** Plaintiff, and **Henry Barends,** First Defendant, and **Brenda Maureen Barends,** Second Defendant

In pursuance of a judgment in the Magistrate's Court of George, and a warrant of execution, dated 21 July 1995, the property hereunder listed will be sold in execution by Van Rensburgs Properties and Auctions, on 3 October 1995 at 10:30, to the highest bidder, at the premises, being:

Erf 13637, Lavalia, situated in the Municipality and Division of George, measuring 300 m^2, held by Deed of Transfer T33293/90, also known as 48 Sauer Street, Lavalia, George.

The following improvements are reported to be on the property but nothing is guaranteed: House consisting of three bedrooms, bathroom, toilet, lounge, dining-room and kitchen.

Conditions of sale:

1. The property shall be sold without reserve and to the highest bidder and shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder and of the title deed in so far as these are applicable.

2. *Terms:* The purchase price shall be paid as to 10% (ten per cent) thereof on the date of sale to the Sheriff, George, and the balance together with interest thereon at the rate of 19,25% (nineteen comma two five per cent) per annum from date of sale to date of registration of transfer shall be paid to the Sheriff, George, within 30 days or secured by an approved bank or building society guarantee.

3. *Conditions:* The full conditions of sale may be inspected at the offices of the Van Rensburgs Properties and Auctions, as also Millers Inc., 123 Meade Street, George, and at the offices of the Sheriff, 36A Wellington Street, George.

Dated at George on this 25th day of August 1995.

Millers Inc., Plaintiff's Attorneys, 123 Meade Street, George. (Ref. FB/AB/N1156m/N388/OPS1.)

Saak 10265/94

IN DIE LANDDROSHOF VIR DIE DISTRIK UITENHAGE GEHOU TE UITENHAGE

In die saak tussen **Saambou Bank Beperk,** Eiser, en **Mahomed Adam Mahomed,** Verweerder

Ingevolge 'n vonnis van bogenoemde Agbare Hof en 'n lasbrief vir eksekusie gedateer 20 Januarie 1995, sal die ondergemelde eiendom in eksekusie verkoop word deur die Balju op Donderdag, 28 September 1995 om 11:00, voor die Landdroskantoor te Durbanstraat, Uitenhage, aan die hoogste bieder:

Erf 1752, Despatch, in die gebied van die Despatch Oorgangsraad, distrik Uitenhage, Oos-Kaapse Provinsie, groot 585 vierkante meter, gehou kragtens Transportakte T39303/92, geleë te Hoofstraat 40, Despatch.

Verbeterings: 'n Woonhuis met gebruiklike buitegeboue alhoewel geen waarborg in verband daarmee gegee word nie.

Terme en 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 hierdie 24ste dag van Augustus 1995.

Kitchings, Eiser se Prokureurs, Pro-Ecclesiagebou, Kerkstraat, Uitenhage.

Case 24480/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

In the matter between **N B S Bank Limited** (Reg. No. 87/01384/06), Execution Creditor, and **Beatrice Louisa Braaf,** Execution Debtor

In execution of the judgment of the Magistrate's Court of Mitchells Plain, in the above matter, a sale will be held on Tuesday, 3 October 1995 at 09:00, in front of the Mitchells Plain Magistrate's Court-house:

Erf 31706, Mitchells Plain, situated at 19 Otello Crescent, Eastridge, Mitchells Plain, measuring one hundred and twenty-one (121) square metres, held by Title Deed T24680/92 dated 28 April 1992.

Conditions of sale:

1. The sale is subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, as amended, the property being sold voetstoots and as it stands and subject to the conditions of the existing title deed. The highest bidder shall be the purchaser, subject to the provisions of section 66 of the above Act.

2. One tenth (1/10) of the purchase price shall be paid in cash or by mens of a bank-marked cheque immediately after the property is declared to be sold and the balance of the purchase price, together with interest thereon at the ruling building society rate to be paid against registration of transfer, and secured within fourteen (14) days after date of sale by a bank or building society guarantee.

And subject to the further conditions which may be read out at the time of the sale and which may be inspected at the offices of the Messenger of the Court, Mitchells Plain, telephone number 33-3171/2/3.

Dated at Cape Town on this the 23rd day of August 1995.

Arthur E. Abrahams & Gross Inc., 16th Floor, 2 Long Street, Cape Town, 8001. (Tel. 418-2020.) (Ref. BDS/BBG/Z32818.)

NATAL

Case 2071/95

IN THE SUPREME COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between **ABSA Bank Limited** (Reg. No. 86/04794/06), Plaintiff, and **Mr Thembinkosi Theophilus Ndlela,** First Defendant, and **Mrs Khanyisile Annatoria Ndlela,** Second Defendant

In execution of a judgment granted by the Supreme Court of South Africa (Durban and Coast Local Division) on 16 May 1995, 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 Magistrate's Court, 22 Chancery Lane, Pinetown, on Friday, 22 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 Samkit Centre, 62 Caversham Road, Pinetown, namely:

Lot 5686, Pinetown Extension 58, situated in the Borough of Pinetown, and in the Port Ebhodwe Joint Services Board Area, Administrative District of Natal, Province of KwaZulu/Natal, in extent 904 (nine hundred and four) square metres, which property is physically situated at 48 Wilson Drive, Pinetown, and which property is held by the above-named Defendants under and by virtue of Deed of Transfer T8450/93.

Improvements: Without constituting a warranty of any nature, the property has been improved by the erection thereon of brick under tile dwelling consisting of terrace, lounge, dining-room, kitchen, bath/shower/toilet, toilet and three bedrooms.

Outbuildings: Double garage, servants' quarters and shower/toilet.

Zoning: The property is zoned for special residential purposes and enjoys no special consents in respect of its zoning.

Terms: The purchase price will be payable subject to the conditions of sale, as follows:

(a) 10% (ten per cent) of the purchase price together with the Sheriff's commission on the sale to be paid immediately in cash on the date of sale.

(b) All current and arrear rates, taxes, electrical, sanitary, water and other fees or charges to be paid in cash within 7 (seven) days of the date of sale together with costs of transfer and transfer duty.

(c) The balance of the purchase price together with interest at the rate of 16,25% (sixteen comma two five per cent) per annum compounded monthly in advance on the amount referred to in the conditions of sale to date of transfer both days inclusive, to be secured by an acceptable guarantee to be furnished within 14 (fourteen) days after the date of sale.

Dated at Durban this 8th 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/U045/012844/Mrs Chelin.)

Case 5481/94

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 **Paramanthaman Naicker,** First Defendant, and **Nolene Naicker,** Second Defendant

In pursuance of a judgment granted in the Supreme Court of South Africa (Durban and Coast Local Division) under writ of execution issued thereafter, the immovable property listed hereunder will be sold to the highest bidder without reserve on the steps of the Supreme Court, Masonic Grove, Durban, on Friday, 22 September 1995 at 10:00:

Description: Section 5, as shown and more fully described on Sectional Plan SS74/1993, in the scheme known as Blinkbonnie Road 48, in respect of the land and building or buildings situated at Durban, in the City of Durban, of which section the floor area according to the said sectional plan is 61 (sixty-one) square metres in extent, and an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan, held under Sectional Deed of Transfer ST4701/93, and an exclusive use area described as being a garden area described as G5, measuring 185 (one hundred and eighty-five) square metres being as such part of the common property, comprising the land and the scheme known as Blinkbonnie Road 48, in respect of the land and building or buildings situated at Durban, in the City of Durban, as shown and more fully described on Sectional Plan SS74/1993, held under Notarial Deed of Cession SK950/93.

Physical address: 5 Blinkbonnie Road 48, Bonela, Cato Manor, Natal.

Zoning: Special residential.

The property consists of the following: Brick under tile roof duplex comprising:

Downstairs: Living room, bedroom and kitchen.

Upstairs: Two bedrooms and bathroom/toilet.

There are no outbuildings but there is a garden area.

Nothing in this regard is guaranteed.

1. The sale shall be subject to the terms and conditions of the Supreme Courts Act and the rules made thereunder.

2. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price and the auctioneer's commission in cash immediately after the sale and the balance against transfer to be secured by a bank or building society guarantee, to be furnished to the Plaintiff's attorneys within 14 (fourteen) days after the date of sale, to be approved by the Plaintiff's attorneys.

3. Transfer shall be effected by the attorneys for the Plaintiff and the purchaser shall pay all transfer dues, including transfer duty, current and/or arear levies/rates and/or Value-Added Tax and other necessary charges to effect transfer upon request by the sale attorneys.

4. The full conditions of sale may be inspected at the offices of the Sheriff of the Supreme Court, Durban Central, 21 Stafmayer House, Beach Grove, Durban, Natal.

Dated at Durban this 10th day of August 1995.

Goodricks, Plaintiff's Attorneys, 24th Floor, 320 West Street, Durban, 4001. (Ref. J. A. Allan/S.7679/mvr.)

Case 920/95

IN THE SUPREME COURT OF SOUTH AFRICA

(Natal Provincial Division)

In the matter between **KwaZulu Finance & Investment Corporation Limited,** Plaintiff, and **Thulile Olga Ntombizethu Zondi,** 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 22 September 1995 at 12:00, at the main south entrance to the Magistrate's Court, Umlazi, near the National and KwaZulu flag post, to the highest bidder for cash, without reserve:

Ownership Unit BB124, situated in the Township of Umlazi, District of Umlazi, Natal in extent of 359 (three hundred and fifty-nine) square metres, represented and described on Deed of Grant G1231/87.

The following information relating to the property is furnished but not guaranteed in any way:

1. The property is situated at Ownership Unit BB124, in the Township of Umlazi, District of Umlazi, Natal.

2. The property has been improved by the erection of a tiled roof house with three bedrooms, bathroom, kitchen, dining-room and garage.

3. The conditions of sale may be inspected at the aforesaid offices of the Sheriff and at the office of Austen Smith, Walmsley House, 191 Pietermaritz Street, Pietermaritzburg, Natal, during normal office hours.

Dated at Pietermaritzburg this 10th day of August 1995.

Austen Smith, Plaintiff's Attorney, Walmsley House, 191 Pietermaritz Street, Pietermaritzburg. (Ref. PRJD/myb/45/K0129/B3.)

Case 20700/94

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 **Zuber Habibullah,** First Defendant, and **Zameer Khan,** Second Defendant

In pursuance of a judgment granted on 22 April 1994, in the above action and under a writ of execution issued thereafter, the immovable property listed hereunder shall be sold in execution to the highest bidder on 28 September 1995 at 10:00, at the front entrance to the Magistrate's Court, Somtseu Road, Durban:

Description: Subdivision 1 of Lot 401, Dunn's Grant, situated in the City of Durban, Administrative District of Natal, in extent 1 219 square metres, address 142 Pine Road, Clairwood, Durban.

Improvements: Vacant land.

1. (a) The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.

(b) The property shall be sold without reserve to the highest bidder.

2. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price and the auctioneer's commission in cash immediately after the sale and the balance to be secured by a bank or building society guarantee.

The full conditions of sale may be inspected at the offices of the Sheriff of the Magistrate's Court, Durban.

Jackson & Ameen, Plaintiff's Attorneys, Fifth Floor, Fenton House, Fenton Road, Durban. (Ref. Colls/P. Murugan/05N01 1340.)

Case 40103/91

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

In the matter between **Natal Building Society Limited** (Reg. No. 87/01384/06), Plaintiff, and **Subhaschand Hariparsad,** First Defendant, **Hirdhaynath Hariparsad,** Second Defendant, and **Premsagar Hariparsad,** Third Defendant

In pursuance of a judgment granted on 28 October 1991, 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 28 September 1995 at 10:00, at the front entrance to the Magistrate's Court, Somtseu Road, Durban:

Description: Subdivision of Lot 108, Wentworth, situated in the City of Durban, Administrative District of Natal, in extent 2 215 square metres.

Address: 133 Buldana Road, Merebank, Durban.

Improvements: Double storey brick with concrete slab roof.

Upstairs: Six bedrooms (two bedrooms have en suite), two lounges and separate bathrooms.

Downstairs: Kitchen, three bedrooms, entrance hall, lounge, dining-room, two toilets, bathroom, three lock up garages.

Outbuilding: Three rooms, shower and toilet.

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, Durban.

Jackson & Ameen, Plaintiff's Attorneys, Fifth Floor, Fenton House, Fenton Road, Durban. (Ref. Colls/P. Murugan/05N01 1249.)

Case 17426/95

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

In the matter between **NBS Bank Limited** (Reg. No. 87/01384/06), Judgment Creditor, and **Melvin Devadas Isiah,** First Judgment Debtor, and **Lalitha Premilla Isiah,** Second Judgment Debtor

In pursuance of a judgment in the above Court and writ of execution dated 3 August 1995, the immovable property listed hereunder will be sold in execution on Friday, 22 September 1995 at 11:00, by the Sheriff for the Magistrate's Court, Pietermaritzburg, at the Sheriff's Sale Room, 277 Berg Street, Pietermaritzburg, to the highest bidder without reserve, subject to the conditions of sale that will be read out by the auctioneer:

Subdivision 298 (of 249), of the farm Belfort Estate 14040, situated in the City of Pietermaritzburg, Administrative District of Natal, in extent 729 (seven hundred and twenty-nine) square metres, situated at 57 Belfort Road, Belfort, Pietermaritzburg, held by Judgment Debtors under Deed of Transfer T3726/85.

The following information is given about the immovable property but is not guaranteed:

Zoning: Special Residential.

Improvements: A single storey dwelling constructed of brick under tile roof, comprising lounge, dining-room, kitchen, three bedrooms, one and a half bathrooms, shower and two w.c.'s.

The full conditions of sale, which may be inspected at the office of the Sheriff for the Magistrate's Court, Pietermaritzburg, 277 Berg Street, Pietermaritzburg, will be read immediately prior to the sale.

Dated at Pietermaritzburg this 8th day of August 1995.

Venn, Nemeth & Hart Inc., Judgment Creditor's Attorneys, 281 Pietermaritz Street, Pietermaritzburg. (Ref. ABB/06N3302/94.)

Case 72267/92

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

In the matter between **ABSA Bank Limited,** Plaintiff, and **Aqua Buoy (Pty) Ltd,** First Defendant, **Lawrence Anthony,** Second Defendant, **Alan Mayfield Ross,** Third Defendant, **Jane Agnes McLean,** Fourth Defendant, and **Duncan John McLean,** Fifth Defendant

In pursuance of a judgment of the Magistrate's Court for the District of Durban, held at Durban, and dated 19 September 1994, and a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution by the Sheriff of the Magistrate's Court, Durban North, on Tuesday, 26 September 1995 at 14:00, at the front entrance, Magistrate's Court, Durban, Somtsue Road, Durban, to the highest bidder, without reserve:

1. *Property description:* A unit consisting of section 2, as shown and more fully described on Sectional Plan 45/1994, in the scheme known as Vausevale, in respect of the land and building/s situated at Durban, of which the floor area according to the said section plan is 274 (two hundred and seventy-four) square metres in extent; and

an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan, held under Deed of Transfer ST1800/1994.

2. *Physical and postal address:* 274B Vause Road, Berea, Durban, 4000.

3. *Improvements:* A maisonette brick and tile roof dwelling, consisting of:

Downstairs: Three bedrooms with one en suite, toilet, bathroom, shower, wash-basin and store room.

Upstairs: Kitchen, lounge/dining-room, toilet basin, open room.

Outside: Two lock-up garages, swimming-pool, utility room.

Servants' quarters: Room, toilet and shower.

Nothing is guaranteed in respect of the above.

The sale shall be subject to the following terms and conditions:

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.

2. All bids will be accepted and the purchaser (other than the Execution Creditor), shall pay a deposit of 10% (ten per centum) of the purchase price in cash at the time of the sale, together with the Sheriff's commission.

3. The balance of the purchase price is payable against transfer, to be secured by a bank or building society guarantee, approved by the Execution Creditor's attorneys and to be furnished within 14 (fourteen) days after the date of the sale.

4. The purchaser shall be liable for the payment of interest to the Execution Creditor and to the bondholder/s (if any) from date of sale to date of registration of transfer, as set out in the conditions of sale.

5. The purchaser shall pay the Sheriff's commission, calculated at 5% (five per cent) on the first R20 000 and thereafter 3% (three per cent) on the balance of the purchase price, up to a maximum of R6 000.

6. Transfer shall be effected by the attorneys for the Execution Creditor and the purchaser shall pay all transfer costs, including arrear and current rates, sewerage connection fees (if any), taxes or other charges necessary to effect transfer on request by the said attorneys.

7. The full conditions of sale may be inspected at the office of the Sheriff of the Magistrate's Court, Durban North, 15 Milne Road, Durban.

Dated at Durban on this the 8th day of August 1995.

Johnston Easton-Berry, Execution Creditor's Attorneys, 801 Norwich Life House, 9 Gardiner Street, Durban. (Tel. 307-6090.) (Ref. AJ/02 T064 147.)

Case 2076/95

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 **Benjamini Parkies,** First Defendant, and **Magdalena Manthati Parkies,** 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 22 September 1995 at 10:00:

Description: Lot 1294, New Germany Extension 13, situated in the Borough of New Germany, and in the Port Natal-Ebhodwe Joint Services Board Area, Administrative District of Natal, in extent 1 000 (one thousand) square metres, held under Deed of Transfer T23545/92.

Physical address: 27 Reading Avenue, New Germany, Natal.

Zoning: Special Residential.

The property consists of the following: Single-storey brick under tile roof dwelling comprising porch, lounge/dining-room, kitchen, two bedrooms and bathroom/toilet. The outbuildings comprise garage.

Nothing in this regard is guaranteed.

1. The sale shall be subject to the terms and conditions of the Supreme Courts Act and the rules made thereunder.

2. The purchaser shall pay a deposit of 10% (ten per 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 11th day of August 1995.

Goodrickes, Plaintiff's Attorneys, 24th Floor, 320 West Street, Durban, 4001. (Ref. J. A. Allan/S.8351/mvr.)

Case 1074/95

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 **Mthokozisi Mathebula,** First Defendant, and **Nomusa Stella Mathebula,** Second Defendant

In pursuance of a jugment 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, 22 September 1995 at 10:00:

Description: Section 34, as shown and more fully described on Sectional Plan SS44/1986 in the scheme known as Nicols Arcade, in respect of the land and building or buildings situated at Pinetown of which the floor area according to the said sectional plan is 63 (sixty-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, held under Deed of Transfer ST1276/92.

Physical address: 51 Nicols Arcade, Crompton Street, Pinetown, Natal.

Zoning: Special Residential.

The property consists of the following: Flat comprising an entrance hall, living room, bedroom, bathroom/toilet and kitchen.

Nothing in this regard is guaranteed.

1. The sale shall be subject to the terms and conditions of the Supreme Courts Act and the rules made thereunder.

2. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price and the auctioneer's commission in cash immediately after the sale and the balance against transfer to be secured by a bank or building society guarantee, to be furnished to the Plaintiff's attorneys within 14 (fourteen) days after the date of sale, to be approved by the Plaintiff's attorneys.

3. Transfer shall be effected by the attorneys for the Plaintiff and the purchaser shall pay all transfer dues, including transfer duty, current and/or arrear levies/rates and/or Value-Added Tax and other necessary charges to effect transfer upon request by the sale attorneys.

4. The full conditions of sale may be inspected at the offices of the Sheriff of the Supreme Court, 2 Samkit Centre, 62 Caversham Road, Pinetown, Natal.

Dated at Durban this 11th day of August 1995.

Goodrickes, Plaintiff's Attorneys, 24th Floor, 320 West Street, Durban, 4001. (Ref. J. A. Allan/S.7369/mvr.)

Case 9768/94

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 **Rosemary Helen Wiggishoff,** First Defendant, and **Serge Campbell Lauritz Wiggishoff,** 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, 22 September 1995 at 10:00:

Description: Subdivision 27 (a subdivision of 7) of the farm Albany 13970, situated in the Township of Hillcrest and in the Port Natal-Ebhodwe Joint Services Board, Area, Administrative District of Natal, in extent 8 308 (eight thousand three hundred and eight) square metres, held under Deed of Transfer T24212/1980.

Physical address: 21 Westriding Road, farm Albany, Hillcrest, Natal.

Zoning: Special Residential.

The property consists of the following: Double-storey brick under slate roof dwelling comprising an entrance hall, lounge, dining-room, family room, study, kitchen, laundry, pantry, four bedrooms, two bathrooms/toilets, shower, enclosed verandah and bar. The outbuildings comprise two servant's rooms, toilet, bathroom, store-room, workshop and kitchen. There is also a concrete swimming-pool.

Nothing in this regard is guaranteed.

1. The sale shall be subject to the terms and conditions of the Supreme Courts Act and the rules made thereunder.

2. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price and the auctioneer's commission in cash immediately after the sale and the balance against transfer to be secured by a bank or building society guarantee, to be furnished to the Plaintiff's attorneys within 14 (fourteen) days after the date of sale, to be approved by the Plaintiff's attorneys.

3. Transfer shall be effected by the attorneys for the Plaintiff and the purchaser shall pay all transfer dues, including transfer duty, current and/or arrear levies/rates and/or Value-Added Tax and other necessary charges to effect transfer upon request by the sale attorneys.

4. The full conditions of sale may be inspected at the offices of the Sheriff of the Supreme Court, 2 Samkit Centre, 62 Caversham Road, Pinetown, Natal.

Dated at Durban this 11th day of August 1995.

Goodrickes, Plaintiff's Attorney, 24th Floor, 320 West Street, Durban, 4001. (Ref. J. A. Allan/S.8094/mvr.)

Case 1388/94

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

In the matter between **KwaZulu Finance & Investment Corporation Limited,** Plaintiff, and **Nicholas Mjwara,** Defendant

In pursuance of judgment in the above action, the immovable property listed hereunder will be sold in execution on 27 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 Ownership Unit J348, in extent 981 square metres, situated in the Township of Umlazi, represented and described on General Plan B.A. 11/1967, held by virtue of Deed of Grant 5602/290.

Improvements: A single storey face brick/brick/plaster and tile dwelling (107,6 m^2) comprising kitchen, dining-room, lounge, three bedrooms, bathroom and w.c. Municipal electricity, water supply and sanitation local authority. Improvements: Verandah (8 m^2) and burglar bars.

Nothing is guaranteed in respect of such improvements on the property.

The purchaser shall pay the purchase price in cash or by bank-guaranteed cheque on the day of the sale. In the event of the purchaser having to obtain finance from a financial institution, the purchaser shall on the day of the sale produce written information from the said financial institution to the effect that the purchaser qualifies for a loan, which shall not be less than the purchase price.

The full conditions may be inspected at the offices of the Sheriff, Umlazi or at the offices of Strauss Daly Inc.

Dated at Durban this 16th day of August 1995.

Strauss Daly Inc., Plaintiff's Attorneys, 11th Floor, The Marine, 22 Gardiner Street, Durban. (Ref. Z26691/26.)

Case 411/94

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

In the matter between **KwaZulu Finance & Investment Corporation Limited,** Plaintiff, and **Bongani Alpheous Mbatha,** Defendant

In pursuance of judgment in the above action, the immovable property listed hereunder will be sold in execution on 27 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 Ownership Unit BB469, in extent 494 square metres, situated in the Township of Umlazi, represented and described on General Plan PB 409/1984, held by virtue of Deed of Grant G3548/87.

Improvements: A single storey block plaster and asbestos dwelling (41 m^2) comprising kitchen, 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.

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 15th day of August 1995.

Strauss Daly Inc., Plaintiff's Attorneys, 11th Floor, The Marine, 22 Gardiner Street, Durban. (Ref. Z23451/26.)

Case 6925/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between **KwaZulu Finance & Investment Corporation Limited,** Plaintiff, and **Perpetua Nomfundo Mbuli,** Defendant

In pursuance of judgment in the above Honourable Court dated 11 January 1995, a sale in execution will be held on 29 September 1995 at 10:00, at the front entrance to the Magistrate's Court Building, Moss Street, Verulam, to the highest bidder without reserve:

Description: A certain piece of land, being Ownership Unit E1697, in extent 450 square metres, situated in the Township of Ntuzuma, represented and described on General Plan PB 400/1989, held by virtue of Deed of Grant G001080/92, subject to the conditions of title.

Physical address: Ownership Unit E1697, Ntuzuma.

The property has been improved by the erection of a dwelling-house thereon, consisting of: A single storey block/plaster and tile dwelling (67 m^2) comprising kitchen, dining-room, lounge, three 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 aforesaid sale shall be subject to the conditions of sale which may be inspected at the office of the Sheriff of the Supreme Court at Verulam.

Dated at Durban this 23rd day of August 1995.

Strauss Daly Inc., Plaintiff's Attorneys, 11th Floor, The Marine, 22 Gardiner Street, Durban. (Ref. Z30201/26.)

Case 3936/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF INANDA HELD AT VERULAM

In the matter between **KwaZulu Finance & Investment Corporation Limited,** Plaintiff, and **Olivia Nomusa Mkwanazi,** Defendant

In pursuance of judgment granted on 2 June 1993, 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 29 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 266, in extent 377 square metres, situated in the Township of Ohlange, represented and described on General Plan SG 2271/1987, held by virtue of Deed of Grant 00011491.

Improvements: A single storey block/plaster and asbestos dwelling (24 m^2) comprising kitchen, bedroom and an outside toilet. Municipal electricity (prepaid) and water supply and sanitation-local authority. Sanitation pitlatrine.

Nothing is guaranteed in respect of such improvements on the property.

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.

2. The purchaser shall pay the purchase price in cash or by bank-guaranteed cheque on the day of the sale. In the event of the purchaser having to obtain finance from a financial institution, the purchaser shall on the day of the sale produce written information from the said financial institution to the effect that the purchaser qualifies for a loan, which shall not be less than the purchase price.

The full conditions may be inspected at the offices of the Sheriff, Verulam or at the offices of Strauss Daly Inc.

Dated at Durban this 16th day of August 1995.

Strauss Daly Inc., Plaintiff's Attorneys, 11th Floor, The Marine, 22 Gardiner Street, Durban. (Ref. Z14055/26.)

Case 2367/92

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

In the matter between **KwaZulu Finance & Investment Corporation Limited,** Plaintiff, and **Qalokunye Roman Ndlovu,** First Defendant, and **Kwenzakwakhe Thulani Khanyile,** Second Defendant

In pursuance of judgment in the above action, the immovable property listed hereunder will be sold in execution on 27 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 Ownership Unit P 719, in extent 383,2 square metres, situated in the Township of Umlazi, represented and described on General Plan BA10/1967, held by Virtue of Deed of Grant No. 2769/65.

Improvements: A single storey maxi brick/plaster and asbestos dwelling (54 m^2) comprising kitchen, lounge, two bedrooms, bathroom and w.c. Municipal electricity, water supply and sanitation-local authority.

Nothing is guaranteed in respect of such improvements on the property.

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 or at the office of the Sheriff, Umlazi, at the offices of Strauss Daly Inc.

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

Strauss Daly Inc., Plaintiff's Attorneys, 11th Floor, The Marine, 22 Gardiner Street, Durban. (Ref. Z10032/26.)

Case 4532/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF INANDA HELD AT VERULAM

In the matter between **KwaZulu Finance & Investment Corporation Limited,** Plaintiff, and **Siphiwe Elias Khoza,** Defendant

In pursuance of judgment granted on 18 June 1992 in the Verulam Magistrate's Court and under a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 29 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 No. 445, in extent 267 square metres, situated in the Township of Ohlange, held by virtue of Deed of Grant GF11300/1989.

Improvements: A single storey block and tile dwelling (82 m^2) comprising kitchen, lounge, three bedrooms and w.c., electricity tubed and wired, municipal water supply-local authority and sanitation-pitlatrine.

Nothing is guaranteed in respect of such improvements on the property.

1. The sale shall be subject to the terms and conditions of the Magistrate's 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 or at the office of the Sheriff, Verulam, or at the offices of Strauss Daly Inc.

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

Strauss Daly Inc., Plaintiff's Attorneys, 11th Floor, The Marine, 22 Gardiner Street, Durban. (Ref. Z02101/26.)

Case 26082/95

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

In the matter between **ABSA Bank Limited** (Reg. No. 86/04794/06), trading as United Bank, Plaintiff, and **Joshua Zwelakhe Mdluli,** Defendant

In pursuance of a judgment granted on 17 May 1995, in the Court of the Magistrate, Durban, and under a writ of execution issued thereafter, the immovable property listed hereunder shall be sold in execution to the highest bidder on 28 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 12, as shown and more fully described in Sectional Plan SS59/1987, in the scheme known as Arusha, 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 46 (forty-six) square metres in extent; and

(b) an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan.

Street address: 34 Arusha, 53 St George's Street, Durban.

Improvements: Brick under concrete bachelor simplex comprising entrance passage, kitchen, bathroom, lounge with sleeping facilities and dining area (the nature, extent, condition and existence of the improvements are not guaranteed, and are sold voetstoots.

Town-planning zoning: Special Residential.

Special privileges: Nil.

Nothing is guaranteed in the above respects.

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, as amended, and the rules made thereunder.

2.1 The purchaser shall in addition to the auctioneer's commission, pay a deposit of 10% (ten per cent) of the purchase price in cash on the day of the sale and the balance against transfer which shall be secured by a bank or building society guarantee in a form acceptable to Plaintiff's conveyancers, which guarantee shall be delivered by the purchaser to the Sheriff within fourteen (14) days from the date of the sale and shall provide for the payment of the full balance and any such interest payable as provided for hereunder.

2.2 The purchaser shall be liable for payment of interest at the rate payable to the Plaintiff at the time of the sale on the amount of the Plaintiff's claim from date of the sale [and in the event of there being any other preferent creditor (bondholder), then the interest payable upon such preferent creditors claim] until the date of transfer.

2.3 Transfer shall be effected by the attorneys of the Plaintiff and the purchaser shall pay all the transfer duties, 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, 21 Stafmayer House, Beach Grove, Durban.

Dated at Durban on this 15th day of August 1995.

A. J. McNabb, for Strauss Daly Inc., Plaintiff's Attorneys, 11th Floor, The Marine, 22 Gardiner Street, Durban. (Ref. Z00648/JR/cc.)

Case 16820/94

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

In the matter between **NBS Bank Limited** (Reg. No. 87/01384/06), Judgment Creditor, and **Specks (Pty) Limited,** Judgment Debtor

In pursuance of a judgment in the above Court and writ of execution dated 7 August 1995, the immovable property listed hereunder will be sold in execution on Friday, 22 September 1995 at 11:00, by the Sheriff for the Magistrate's Court, Pietermaritzburg, at the Sheriff's salesroom, 277 Berg Street, Pietermaritzburg, to the highest bidder without reserve, subject to the conditions of sale that will be read out by the auctioneer:

Subdivision 90 (of 88) of Lot 3098, Pietermaritzburg, situated in the City of Pietermaritzburg, Administrative District of Natal, in extent 1 001 (one thousand and one) square metres, situated at 5 Savannah Park, Lester Park, Pietermaritzburg, held by Judgment Debtor under Deed of Transfer T10054/93.

The following information is given about the immovable property but is not guaranteed: *Zoning:* Special Residential. *Improvements:* A single-storey dwelling constructed of brick under tile roof, comprising lounge, dining-room, kitchen, three bedrooms, one and a half bathroom, shower and two w.c.'s and a garage.

The full conditions of sale, which may be inspected at the office of the Sheriff for the Magistrate's Court, Pietermaritzburg, 277 Berg Street, Pietermaritzburg, will be read immediately prior to the sale.

Dated at Pietermaritzburg this 14th day of August 1995.

Venn, Nemeth & Hart Inc., Judgment Creditor's Attorneys, 281 Pietermaritz Street, Pietermaritzburg. (Ref. ABB/06N0251/95.)

Case 7991/94

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 **Themba Muzi Cele,** First Defendant, and **Thulisile Gloria Cele,** Second Defendant

In pursuance of a judgment of the Supreme Court of South Africa (Durban and Coast Local Division) in the abovementioned suit, a sale will be held by the Sheriff, Pinetown, at the front entrance to the Magistrate's Court, 22 Chancery Lane, Pinetown, on Friday, 22 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 5 of Lot 6810, Pinetown, situated in the Borough of Pinetown, and in the Port Natal-Ebhodwe Joint Services Board Area, Administrative District of Natal, in extent 1 200 (one thousand two hundred) square metres, and held under Deed of Transfer T28694/93.

Street address: 11 Fyfe Place, Highland Hills, Pinetown.

Improvements: A single storey dwelling with attached outbuildings comprising: *Main building:* Lounge, dining-room, kitchen, three bedrooms, bathroom, shower and two toilets.

Outbuildings: Garage, carport, store-room and toilet/shower.

Zoning: Special Residential (nothing guaranteed).

Full conditions of sale may be inspected at the office of the Sheriff of the Supreme Court, 2 Samkit Centre, 62 Caversham Road, Pinetown (Tel. 72-5211).

Dated at Durban this 16th day of August 1995.

Livingston Leandy Inc., Plaintiff's Attorneys, 10th Floor, First National Bank Building, corner Smith and Field Streets, Durban. (Ref. Mr G. A. Pentecost.)

Case 3909/93

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

In the matter between **Nedcor Bank Limited,** Execution Creditor, and **Louis Michel Delpaul,** First Execution Debtor, and **Ingrid Sharon Delpaul,** Second Execution Debtor

In pursuance of a judgment granted on 12 February 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 Tuesday, 3 October 1995 at 14:00, on the front steps of the Magistrate's Court, Somtseu Road, Durban:

Description: Subdivision 14 of Lot 808, Brickfield, situated in the City of Durban, Administrative District of KwaZulu/Natal, in extent 1 220 (one thousand two hundred and twenty) square metres, held under Deed of Transfer T15045/91.

Street address: 37 Collingham Road, Sherwood, Durban.

Improvements: A brick under tile house consisting of lounge, dining-room, three bedrooms (one with built-in wardrobes), kitchen with built-in cupboards, bathroom, toilet, bar lounge, verandah and carport. *Outbuildings:* Servant's room and toilet/shower. *Extra outbuilding:* Room. Durban Corporation water and lights.

Zoning: Special Residential (nothing guaranteed).

The sale shall be for Rands and no bids of less than R100 (one hundred rand) 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 10% (ten per centum) 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 14 (fourteen) days after the sale.

2. The purchaser shall be liable for interest at the rate of 18% (eighteen per centum) to the bondholder, **Nedperm Bank Limited,** now named **Nedcor Bank Limited,** on the amount of the award to the Plaintiff and the plan of distribution, calculated as from the date of sale to date of transfer, both days inclusive.

3. Transfer shall be effected by the attorneys for the Execution Creditor and the purchaser shall pay all transfer costs, including transfer duty, current rates and other necessary charges to effect transfer upon request by the said attorney.

4. The property and the improvements thereon are sold voetstoots and without any warranties.

5. The full conditions of sale may be inspected at the office of the Sheriff of the Magistrate's Court, Durban North, 15 Milne Street, Durban (Tel: 368-2100.)

Dated at Durban this 23rd day of August 1995.

Livingston Leandy Inc., Execution Creditor's Attorneys, 10th Floor, First National Bank Building, corner of Smith and Field Streets, Durban. (Ref. Mr G. A. Pentecost.)

Case 311/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between, **ABSA Bank Limited** (Number 86/04794/06), Plaintiff, and **Mrs Maria Odette Teixeira,** First Defendant, **Mr Joao Pedra,** Second Defendant, **Mr Francisco Gomes Da Costa,** Third Defendant, **Mr Manuel Aiberto Pedra,** Fourth Defendant, **Mr Carlos Pita Teixeira,** Fifth Defendant, **Mr Luis Casaro Fernandes Pedra,** Sixth Defendant, **Mr Antonio Andre Pita Teixeira,** Seventh Defendant, **Mr Felipe Carlos Pedra,** Eighth Defendant, and **Mr Arlendo Pita Teixeira,** Ninth Defendant

In execution of a judgment granted by the Supreme Court of South Africa (Durban and Coast Local Division), on 18 March 1994 in the above-mentioned suit, the following immovable property will be sold by public auction by the Sheriff of the Supreme Court, Port Shepstone, at the front of the Magistrate's Court, Port Shepstone, on Friday, 22 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 20 Riverview Road, Sunwich Port, 4230, namely:

(a) Section 4, as shown and more fully described on Sectional Plan SS140/89, in the scheme known as Beau Geste, situated at Township of Port Edward, of which the floor area, according to the said sectional plan, is 198 (one hundred and ninety-eight) square metres;

(b) an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the sectional plan.

Which property is physically situated at 5 Beau Geste, Golf Course Road, Port Edward, 4295, and which property is held by the above-named Defendants under and by virtue of Deed of Transfer ST140/89(4).

Improvements: Without constituting a warranty of any nature, the property has been improved by the erection thereon of sectional title unit consisting of entrance porch, lounge/dining-room, kitchen, three bedrooms, bathroom, toilet/shower, staffroom, toilet/shower used as a fourth quest room, 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 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 15,25% (fifteen 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, on this the 11th 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/U016/027903/Mrs Chelin.)

Case 283/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between **ABSA Bank Limited** (Number 86/04794/06), Plaintiff, and **Mr Govindsamy Perumal,** Defendant

In execution of a judgment granted by the Supreme Court of South Africa (Durban and Coast Local Division), on 28 February 1994 in the above-named suit, the following immovable property will be sold by public auction by the Sheriff of the Supreme Court, Chatsworth, at the Chatsworth Magistrate's Court, Justice Street, Unit 5, Chatsworth, on Tuesday, 26 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 6 Gosai Centre, 56 Greendale Road, Silverglen, namely:

Subdivision 2603 of Subdivision 2348 of Chat two of the farm Chatsworth 834, situated in the City of Durban, Administrative District of Natal, measuring 372 (three hundred and seventy-two) square metres, which property is physically situated at 8 Gemini Crescent, Chatsworth, and which property is held by the above-named Defendant under and by virtue of Deed of Transfer T5701/83.

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, kitchen, three bedrooms, bathroom, toilet, verandah.

Zoning: The property is zoned for Special Residential 180 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 15,25% (fifteen 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 on this the 11th day of August 1995.

Browne Brodie & Co., Plantiff's Attorneys, 12th Floor, United Building, 291 Smith Street, Durban, 4001; P.O. Box 714, Durban, 4000. [Tel. (031) 304-7614/5.] (Ref. CMK/U016/028211/Mrs Chelin.)

Case 31786/95

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

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

In pursuance of a judgment granted on 11 July 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 29 September 1995 at 10:00, at the front entrance to the Magistrate's Court, Moss Street, Verulam:

Description: Lot 77, Caneside, situated in the City of Durban, Administrative District of Natal, in extent 211 square metres.

Address: 38 Peachside Avenue, Caneside, Phoenix.

Improvements: Block under asbestos semi-detached double-storey dwelling comprising: *Upstairs:* Two bedrooms and bathroom. *Downstairs:* Lounge, kitchen and toilet, water and lights facilities.

1. (a) The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.

(b) The property shall be sold without reserve to the highest bidder.

2. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price and the auctioneer's commission in cash immediately after the sale and the balance to be secured by a bank or building society guarantee.

The full conditions of sale may be inspected at the offices of the Sheriff of the Magistrate's Court, Inanda (1).

Jackson & Ameen, Plaintiff's Attorneys, Fifth Floor, Fenton House, Fenton Road, Durban. (Ref. Colls/P Murugan/05N225096.)

Case 38580/95

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

In the matter between **NBS Bank Limited** (Reg. No. 87/01384/06), Plaintiff, and **Henry Narayanasami,** First Defendant, and **Kanaka Narayanasami,** Second Defendant

In pursuance of a judgment granted on 4 July 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 29 September 1995 at 10:00, at the front entrance to the Magistrate's Court, Moss Street, Verulam:

Description: Lot 176, Eastbury, situated in the City of Durban, Administrative District of Natal, in extent 349 square metres.

Address: 61 Rockbury Place, Eastbury, Phoenix.

Improvements: Block under tile double-storey dwelling consisting of:

Downstairs: Kitchen, lounge and toilet.

Upstairs: Three bedrooms and bathroom.

1. (a) The sale shall be subject to the terms and conditions of the Magistrates' Courts Act, and the rules made thereunder.

(b) The property shall be sold without reserve to the highest bidder.

2. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price and the auctioneer's commission in cash immediately after the sale and the balance to be secured by a bank or building society guarantee.

The full conditions of sale may be inspected at the offices of the Sheriff of the Magistrate's Court, Inanda (1).

Jackson & Ameen, Plaintiff's Attorneys, Fifth Floor, Fenton House, Fenton Road, Durban. (Ref. Colls/P. Murugan/05N011665.)

Case 5730/93

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 **Andre Deyal,** Defendant

In pursuance of a judgment of the Supreme Court of South Africa (Durban and Coast Local Division) dated 13 December 1994, and a warrant of execution issued thereafter, the immovable property which is described hereunder will be sold in execution, by the Sheriff for the Supreme Court, Inanda Area 2, Tongaat, on 22 September 1995 at 09:00, at the front entrance of the Magistrate's Court, Moss Street, Verulam, without reserve:

Property description: Lot 19, Desainagar, situated in the Township of Tongaat, in the Port Natal–Edhodwe Joint Services Board Area, Administrative District of Natal, in extent 1 022 (one thousand and twenty-two) square metres, held under Deed of Transfer T30272/1992, subject to the conditions therein contained.

Physical address: 4 Threadneedle Street, Dessainagar, Tongaat.

Zoning: Special Residential.

Improvements (but nothing is guaranteed in respect thereof): Double storey brick under tile dwelling with water and lights comprising of:

Upstairs: Three bedrooms, toilet, shower and toilet.

Downstairs: Lounge, dining-room, kitchen, toilet, shower, scullery, double garage and swimming-pool (fully fenced).

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 in cash together with auctioneer's commission, in cash immediately after the sale. The balance of the purchase price is payable against transfer to be secured by a bank or building society guarantee approved by the Execution Creditor's attorneys and to be furnished to the Sheriff, Inanda Area 2, within fourteen (14) days after the date of the sale.

3. The purchaser shall be liable for the payment of interest to the Execution Creditor and to the bondholder/s (if any) from date of sale to date of registration of transfer, as set out in the conditions of sale.

4. Transfer will be effected by the attorneys for the Execution Creditor and the purchaser shall pay all the transfer costs, including arrear and current rates, sewerage connection costs (if any), taxes, levies, Value-Added Tax and 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 for the Supreme Court, Inanda Area 2, Suite 7, Foresum Centre, 314 Old Man Road, Tongaat.

Dated at Durban this 3rd day of August 1995.

Woodhead Bigby & Irving, Plaintiff's Attorneys, 650 Mansion House, 12 Field Street, Durban. (Tel. 304-4706.) (Ref. CSS/lp/15F6144.A3.)

Case 5353/90

IN THE SUPREME COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between **Budget Hydraulics & Pneumatics (OFS) CC,** Plaintiff, and **T. A. Mguzulwa,** First Defendant, and **Johnson Qeqetha,** Second Defendant

In pursuance of a judgment of the Supreme Court of South Africa (Durban and Coast Local Division) dated 11 May 1993, and a warrant of execution issued thereafter, the immovable property which is described hereunder will be sold in execution, by the Sheriff for the Supreme Court, Pinetown, on 29 September 1995 at 10:00, at the front entrance of the Magistrate's Court, Pinetown, 22 Chancery Lane, Pinetown, without reserve:

Property description: Ownership Unit 154, kwaDabeka B Township, in the District of Pinetown, in extent of 600 square metres, by virtue of a Deed of Grant GF1305/1994, dated 15 February 1984.

Physical address: 154 kwaDabeka Township, Claremont, Clernaville.

Zoning: Special Residential.

Improvements (but nothing is guaranteed in respect thereof): With improvements.

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 in cash together with auctioneer's commission, in cash immediately after the sale. The balance of the purchase price is payable against transfer to be secured by a bank or building society guarantee approved by the Execution Creditor's attorneys and to be furnished to the Sheriff, Inanda Area 2, within fourteen (14) days after the date of the sale.

3. The purchaser shall be liable for the payment of interest to the Execution Creditor and to the bondholder/s (if any) from date of sale to date of registration of transfer, as set out in the conditions of sale.

4. Transfer will be effected by the attorneys for the Execution Creditor and the purchaser shall pay all the transfer costs, including arrear and current rates, sewerage connection costs (if any), taxes, levies, Value-Added Tax and 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 for the Supreme Court, 2 Samkit Centre, 62 Caversham Road, Pinetown.

Dated at Durban this 17th day of August 1995.

Woodhead Bigby & Irving, Plaintiff's Attorneys, 650 Mansion House, 12 Field Street, Durban. (Tel. 304-4706.) (Ref. AVL/jb:09A1341.B1.)

Case 19420/94

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 **Reyaz Hoosain Sheik,** First Defendant, and **Asiah Begum Sheik,** Second Defendant

In pursuance of a judgment granted on 22 April 1994 in the above action and under a writ of execution issued thereafter, the immovable property listed hereunder shall be sold in execution to the highest bidder on 28 September 1995 at 10:00, at the front entrance of the Magistrate's Court, Sometseu Road, Durban:

Description: Remaining Extent of Lot 401, Dunn's Grant, situated in the City of Durban, Administrative District of Natal, in extent 1 218 square metres.

Address: 144 Pine Road, Clairwood, Durban.

Improvements: Vacant land.

1. (a) The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and rules made thereunder.

(b) The property shall be sold without reserve to the highest bidder.

2. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price and the auctioneer's commission in cash immediately after the sale and the balance to be secured by a bank or building society guarantee.

The full conditions of sale may be inspected at the offices of the Sheriff of the Magistrate's Court, Durban.

Jackson & Ameen, Plaintiff's Attorneys, Fifth Floor, Fenton House, Fenton Road, Durban. (Ref. Colls/P Murugan/05N011535.)

Case 3580/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Natal Provincial Division)

In the matter between **Standard Bank of South Africa Limited,** Plaintiff, and **Marius Christoffel van Wyk,** First Defendant, and **Rudi van Wyk,** Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Natal Provincial Division) the following immovable property belonging to the above-named Defendants, will be sold in execution on 22 September 1995 at 12:00 by the Sheriff of the Supreme Court at 29 General Street, Utrecht, KwaZulu/Natal, to the highest bidder for cash, without reserve:

Subdivision 2 of Lot 643, Utrecht, situated in the Borough and District of Utrecht, Administrative District of Natal, in extent one thousand nine hundred and two (1 902) square metres held under Deed of Transfer T19732/94.

The following information relating to the property is furnished but not guaranteed in any way:

1. This property is situated at 29 General Street, Utrecht, KwaZulu/Natal.

2. The property has been improved by the construction thereon of a four bedroomed dwelling with entrance hall, lounge, dining-room, kitchen, two bathroom/toilet, garage and servants quarters.

3. The conditions of sale may be inspected at the aforesaid offices of the Sheriff and at the offices of the Austen Smith, Walmsley House, 191 Pietermaritz Street, Pietermaritzburg, Natal, during normal office hours.

Dated at Pietermaritzburg on this the 16th day of August 1995.

Austen Smith, Plaintiff's Attorney, Walmsley House, 191 Pietermaritz Street, Pietermaritzburg. (Ref. P R J Dewes/vmh/S 317.)

Case 1221/95

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 **Krishnen Kavithen Govender,** First Defendant, and **Veloshini Govender,** Second Defendant

In pursuance of a judgment granted in the Supreme Court of South Africa (Durban and Coast Local Division) under a writ of execution issued thereafter, the immovable property listed hereunder will be sold to the highest bidder without reserve on the steps of the Supreme Court, Masonic Grove, Durban at 10:00 on Friday, 22 September 1995:

Description: Lot 981, Coedmore Extension 1, situated in the Yellowwood Park Health Committee Area, Administrative District of Natal, in extent 1 380 (one thousand three hundred and eighty) square metres, held under Deed of Transfer T23495/94.

Physical address: 11 Penguin Walk, Yellowwood Park, Natal.

Zoning: Special Residential.

The property consists of the following: House: Cement under tile roof, garage attached to main house. *Main house:* Three bedrooms, toilet (tiled floor), bathroom (bath, basin, shower), lounge (tiled), dining-room (tiled), kitchen with fitted cupboards and tiled floor. *Servants quarters:* Attached to garage/house, one room with toilet. There is also a swimming-pool. The property is fully fenced with concrete and wire.

Nothing in this regard is guaranteed.

1. The sale shall be subject to 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, 101 Lejaton, 40 St George's Street, Durban, Natal.

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

Goodricks, Plaintiff's Attorneys, 24th Floor, 320 West Street, Durban, 4001. (Ref. Mr J A Allan/S.8205/mvr.)

Case 3705/95

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 **Robert Neville Moir,** 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, 22 September 1995 at 10:00:

Description: Section 11, as shown and more fully described on Sectional Plan SS191/91, in the scheme known as Ocean Way, in respect of the land and building or buildings situated at Durban, of which section the floor area according to the said sectional plan is 47 (forty seven) square metres in extent, and an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan, held under Deed of Transfer ST6429/93.

Physical address: 11 Ocean Way, 30 Grieff Place, Durban, Natal.

Zoning: Special Residential.

The property consists of the following: Third floor flat comprising living-room, bathroom/toilet and kitchen.

Nothing in this regard is guaranteed.

1. The sale shall be subject to the terms and conditions of the Supreme Court's Act and the rules made thereunder.

2. The purchaser shall pay a deposit of 10% (ten per centum) of the purchase price and the auctioneer's commission in cash immediately after the sale and the balance against transfer to be secured by a bank or building society guarantee, to be furnished to the Plaintiff's attorneys within 14 (fourteen) days after the date of sale, to be approved by the Plaintiff's attorneys.

3. Transfer shall be effected by the attorneys for the Plaintiff and the purchaser shall pay all transfer dues, including transfer duty, current and/or arrear levies/rates and/or Value-Added Tax and other necessary charges to effect transfer upon request by the sale attorneys.

4. The full conditions of sale may be inspected at the offices of the Sheriff of the Supreme Court, Durban Central, 21 Stafmayer House, Beach Grove, Durban, Natal.

Dated at Durban this 15th day of August 1995.

Goodrickes, Plaintiff's Attorneys, 24th Floor, 320 West Street, Durban, 4001. (Ref. J. A. Allan/S.8517/mvr.)

Case 31419/95

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

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

In pursuance of a judgment granted on 22 June 1995 in the above action and under a writ of execution issued thereafter, the immovable property listed hereunder shall be sold in execution to the highest bidder on 26 September 1995 at 10:00, at the front entrance to the Magistrate's Court, Chatsworth:

Description: Subdivision 6873 of 6838, of Lot 107, Chatsworth, situated in the City of Durban, Administrative District of Natal, in extent 209 square metres.

Address: 22 High Terrace, Moorton, Chatsworth.

Improvements: One semi-detached block under asbestos roof dwelling comprising of two bedrooms, kitchen, lounge, toilet and bathroom.

1. (a) The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.

(b) The property shall be sold without reserve to the highest bidder.

2. The purchaser shall pay a deposit of 10% (ten per centum) of the purchase price and the auctioneer's commission in cash immediately after the sale and the balance to be secured by a bank or building society guarantee.

The full conditions of sale may be inspected at the offices of the Sheriff of the Magistrate's Court, Chatsworth.

Jackson & Ameen, Plaintiff's Attorneys, Fifth Floor, Fenton House, Fenton Road, Durban. (Ref. Colls/P. Murugan/05N011662.)

Case 2611/95

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

In the matter between **Boland Bank Ltd,** Plaintiff, and **Peter Carlton Dove,** First Defendant, and **Ann Veryl Dove,** Second Defendant

In pursuance of a judgment of the Court of the Magistrate, Pietermaritzburg, dated 7 March 1995, and writ of execution dated 7 March 1995, the immovable property listed hereunder will be sold in execution on Friday, 29 September 1995 at 11:00, at the Sheriff's Salesroom, 227 Berg Street, Pietermaritzburg, to the highest bidder:

Remainder of Subdivision 7, of Lot 2208, Pietermaritzburg, situated in the City of Pietermaritzburg, Administrative District of Natal, in extent 372 (three hundred and seventy-two) square metres, in extent and also known as 88 Boom Street, Pietermaritzburg, KwaZulu/Natal.

1. The property shall be sold without reserve and to the highest bidder and shall be subject to the terms and conditions of the Magistrates' Courts Act and rules made thereunder, and of the title deed in so far as these are applicable.

2. The following improvements on the property are reported, but not guaranteed: Dwelling-house.

3. The purchase price shall be paid in full by way of cash or bank-guaranteed cheque to the Sheriff together with interest on the full amount of the Plaintiff's claim at the rate of 18,5% (eighteen comma five per centum) per annum to date of payment.

4. The full conditions of sale which will be read out by the Sheriff of the Magistrate's Court, Pietermaritzburg, immediately prior to the sale may be inspected at his office at 277 Berg Street, Pietermaritzburg.

Geyser Liebetrau Du Toit & Louw, 380 Loop Street, Pietermaritzburg. (Ref. AL/wct/B1082L.)

Case 2940/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF LOWER TUGELA HELD AT STANGER

In the matter between **Nedcor Bank Limited,** trading as Nedfin Bank, Plaintiff, and **Fishnet Properties (Pty) Ltd,** Defendant

In pursuance of a judgment of the above Honourable Court dated 17 March 1995, a sale in execution will be held on 29 September 1995 at 10:00, at the front entrance to the Magistrate's Court Building, at Couper Street, Stanger, when the following property will be sold by the Sheriff of the Magistrate's Court, to the highest bidder:

Lot 324, Stanger Extension 2, situated in the Borough of Stanger, Administative District of Natal, Province of KwaZulu/Natal, in extent one thousand eight hundred and ninety (1 890) square metres, with the postal and street address of 8 Curtis Smith Street, Stanger.

Improvements (The following information is furnished but nothing is guaranteed in this regard):

The property consists of a brick under asbestos dwelling consisting of three bedrooms (one with an en suite, shower and toilet), lounge, TV-room and dining-room are joined together, small prayer room, sunporch made into a bedroom, kitchen with built-in-cupboards, bathroom: shower and toilet; single garage, carport and servants' quarters. Not joining the house is a brick under asbestos dwelling comprising two rooms with a shower and toilet and a fenced swimming-pool.

The sale shall be subject to the following conditions:

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act, and the rules made thereunder.

2. The purchaser (other than the Execution Creditor) shall pay a deposit of 10% (ten per centum) of the purchase price in cash at the time of the sale.

3. The full conditions of sale may be inspected at the offices of the Sheriff of the Magistrate's Court, 116 Couper Street, Stanger.

Dated at Durban this 21st day of August 1995.

De Villiers Evans & Petit, Plaintiff's Attorneys, 41 Acutt Street, Durban. (Ref. Mrs Singh/3242/93.)

Case 861/95

IN THE SUPREME COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between **ABSA Bank Limited** (No. 86/04794/06), Plaintiff, and **Rem. of Lot 130, Berea West Township CC,** CK90/06697/23, First Defendant, and **Mr Cassim Essop Paruk,** Second Defendant

In execution of a judgment granted by the Supreme Court of South Africa (Durban and Coast Local Division) on 3 July 1995, 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 Magistrate's Court, 22 Chancery Lane, Pinetown, on Friday, 22 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, 3610, namely:

Remainder of Lot 130, Bearea West, situated in the Borough of Westville, Administrative District of Natal, Province of KwaZulu/Natal, in extent 1 525 square metres, which property is physically situated at 3 Chester Terrace, Westville, 3630, and which property is held by the above-named First Defendant under and by virtue of Deed of Transfer T26959/90.

Improvements: Without constituting a warranty of any nature, the property has been improved by the erection thereon of brick under tile dwelling consisting of two verandah, lounge, kitchen, pantry, two bedrooms, bathroom, toilet, laundry, garage and basement.

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 16,25% (sixteen comma two five per centum) per annum compounded monthly in advance on the amount referred to in the conditions of sale to date of transfer both days inclusive, to be secured by an acceptable guarantee to be furnished within 14 (fourteen) days after the date of sale.

Dated at Durban this 16th 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/U072/006978/Mrs Chelin.)

Case 2539/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between **ABSA Bank Limited** (No. 86/04794/06), Plaintiff, and **Mr Ujen Krishnalall Ramauthar,** First Defendant, and **Mr Ukeshkumar Ramauthar,** Second Defendant

In execution of a judgment granted by the Supreme Court of South Africa (Durban and Coast Local Division) on 9 June 1994, in the above-named suit, the following immovable property will be sold by public auction by the Sheriff of the Supreme Court, Chatsworth, at the Chatsworth Magistrate's Court, Justice Street, Unit 5, Chatsworth, on Friday, 26 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 6 Gosai Centre, 56 Greendale Road, Silverglen, Chatsworth, namely:

Subdivision 1187 (of Subdivision 985) of the farm Chat Seven 14780, situated in the City of Durban, Administrative District of Natal, in extent two hundred and nine (209) square metres, which property is physically situated at House 27, Road 726, Chatsworth 4092, and which property is held by the above-named Defendants under and by virtue of Deed of Transfer T3441/93.

Improvements: Without constituting a warranty of any nature, the property has been improved by the erection thereon of Semi detached double storey block under asbestos dwelling consisting of lounge, dining-room, kitchen, three bedrooms, toilet and bathroom. *Outbuilding:* Two rooms, 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 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 16th 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/A332/031857/Mrs Chelin.)

Case 01255/95

IN THE SUPREME COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between **ABSA Bank Limited** (No. 86/04794/06), Plaintiff, and **Mr Shane Warren Greetham,** First Defendant, and **Mr Paul Douglas Anderson,** Second Defendant

In execution of a judgment granted by the Supreme Court of South Africa (Durban and Coast Local Division), on 3 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 Durban Central, in front of the Supreme Court-house, Masonic Grove, Durban, on Friday, 22 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 21 Stafmayer House, Beach Grove, Durban, namely:

Remainder of Subidivision 7 of Lot 641, Sea View, situated in the City of Durban, Administrative District of Natal, measuring 656 (six hundred and fifty-six) square metres, which property is physical situated at 47 Romford Road, Sea View, Durban, 4094, and which property is held by the above-named Defendants under and by virtue of Deed of Transfer T21284/94.

Improvements: Without constituting a warranty of any nature, the property has been improved by the erection thereon of brick under tile dwelling consisting of two lounges, dining-room, kitchen, study, three bedrooms, bathroom/shower/toilet, shower-/toilet, basement granny flat consisting of three rooms, kitchen, bathroom/shower/toilet.

Zoning: The property is zoned for Special Residential purposes and enjoys no special consents in respect of its zoning.

Terms: The purchase price will be payable subject to the conditions of sale, as follows:

(a) 10% (ten per centum) of the purchase price together with the Deputy Sheriff's commission on the sale to be paid immediately in cash on the date of sale.

(b) All current and arrear rates, taxes, electrical, sanitary, water and other fees or charges to be paid in cash within 7 (seven) days of the date of sale together with costs of transfer and transfer duty.

(c) The balance of the purchase price together with interest at the rate of 15,25% (fifteen comma two five per centum) per annum compounded monthly in advance on the amount referred to in the conditions of sale to date of transfer both days inclusive, to be secured by an acceptable guarantee to be furnished within 14 (fourteen) days after the date of sale.

Dated at Durban this 16th 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/010670/A332/Mrs Chetty.)

Case 9524/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between **ABSA Bank Limited** (Reg. No. 86/04794/06), Plaintiff, and **Miss Nomsa Cynthia Magwaza,** Defendant

In execution of a judgment granted by the Supreme Court of South Africa (Durban and Coast Local Division) on 16 February 1995, in the above-named suit, the following immovable property will be sold by public auction by the Sheriff of the Supreme Court, Durban Central, at front of the Supreme Court-house, Masonic Grove, Durban, on Friday, 22 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 21 Stafmayer House, Beach Grove, Durban, namely:

(a) Section 6, as shown and more fully described on Sectional Plan SS149/92, in the scheme known as Colchester, in respect of the land and building or buildings, situated in the City of Durban, Administrative District of Natal, Province of KwaZulu/ Natal, of which the floor area, according to the said sectional plan, is 62 (sixty-two) square metres;

(b) an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the sectional plan,

which property is physically situated at 15 Colchester House, Smith Street, Durban, and which property is held by the above-named Defendant under and by virtue of Deed of Transfer ST3621/94.

Improvements: Without constituting a warranty of any nature, the property has been improved by the erection thereon of sectional title bachelor flat consisting of lounge, kitchen and bathroom/toilet.

Zoning: The property is zoned for Special Residential purposes and enjoys no special consents in respect of its zoning.

Terms: The purchase price will be payable subject to the conditions of sale, as follows:

(a) 10% (ten per 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 16,25% (sixteen comma two five per centum) per annum compounded monthly in advance on the amount referred to in the conditions of sale to date of transfer both days inclusive, to be secured by an acceptable guarantee to be furnished within 14 (fourteen) days after the date of sale.

Dated at Durban the 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/U016/006872/Mrs Chelin.)

Case 5117/95

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF INANDA HELD AT VERULAM

In the matter between **KwaZulu Finance & Investments Corporation Limited,** Judgment Creditor, and **Fikiswe Hazel Mfeka,** Judgment Debtor

In pursuance of judgment granted on 4 July 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 29 September 1995 at 10:00, at the front entrance to the Magistrate's Court Building, Moss Street, Verulam, to the highest bidder:

Description: Site 1374, in the Township of Ohlanga, District of Verulam, in extent 323 (three hundred and twenty-three) square metres. *Postal address:* Site 1374, Ohlanga.

Improvements: Block under asbestos dwelling, comprising two bedrooms, lounge, kitchen, toilet outside and no bathroom, water and light facilities, held by the Defendant in his name under Deed of Grant TF120/93.

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, 2 Mountview Shopping Centre, corner of Inanda and Jacaranda Roads, Verulam.

Dated at Umhlanga Rocks this 23rd 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.] (Ref. PAJ/mac/K208:K100-0146.)

Case 1036/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Natal Provincial Division)

In the matter between **Mortgage Investment Corporation (Pty) Limited,** Plaintiff, and **Thokozani Eugene Zungu,** Defendant

Take notice that pursuant to a judgment of the above Honourable Court dated 26 January 1995, and writ of attachment of immovable property, the undermentioned immovable property will be sold in execution by the Sheriff of the Supreme Court for the District of Klipriver on 22 September 1995 at 10:00, in front of the Magistrate's Court, Keate Street, Ladysmith, KwaZulu/Natal, to the highest bidder:

(a) Section 15, as shown and more fully described on Sectional Plan SS212/88, in the scheme known as SABR Mansions, in respect of the land and building or buildings situated at Ladysmith of which the floor area, according to the said sectional plan, is 70 (seventy) square metres in extent; and

(b) an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan.

The property is situated at Flat 15, SABR Mansions, 19 Luxmi Road, Rosepark, Ladysmith, KwaZulu/Natal.

The following information is furnished regarding the property but is not guaranteed and is improved by a flat constructed of brick under tile roof, consisting of lounge, dining-room, two bedrooms, en suite bathroom, shower and toilet and kitchen.

Material conditions of sale:

1. The purchaser shall pay a deposit of 10% (ten per centum) of the purchase price in cash on the day of sale, the balance against transfer to be secured by a bank or building society guarantee to be furnished to the Sheriff of the Supreme Court within 30 (thirty) days after the date of sale.

2. The balance of the purchase price plus interest thereon at the rate of 14,75% (fourteen comma seven five per centum) per annum with effect from the date of sale to date of payment thereof shall be payable on the date of registration of transfer.

The full conditions of sale may be inspected at the offices of the Sheriff of the Supreme Court, 5 Poort Road, Ladysmith, KwaZulu/Natal.

Dated at Pietermaritzburg this 18th day of August 1995.

Tatham, Wilkes & Co., Plaintiff's Attorneys, Fourth Floor, Fedlife House, 251 Church Street, Pietermaritzburg. (Ref. H. M. Drummond/A148.)

Case 1131/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Natal Provincial Division)

In the matter between **The Standard Bank of South Africa Limited,** Plaintiff, and **Arthur Rodney Wormington,** 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 22 September 1995 at 09:30, at the Sheriff's Office, 5 Courtyard, Derek Hall, 172 Loop Street, Pietermaritzburg, Natal, to the highest bidder for cash, without reserve:

A unit consisting of:

(a) Section 1 as shown and more fully described on Sectional Plan SS241/91 in the scheme known as Nine Bisset Road, in respect of the land and buildings situated at Pietermaritzburg Local Authority, Pietermaritzburg, of which section the floor area, according to the said sectional plan is 162 (one hundred and sixty-two) square metres in extent; and

(b) an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan, held under Deed of Transfer ST282/92.

The following information relating to the property is furnished but not guaranteed in any way:

1. The property is situated at 1 Nine Bisset Road, Bisset Road, Pietermaritzburg, Natal.

2. The property consists of a three bedroomed unit with bathroom, lounge, dining-room, kitchen and two carports.

3. The conditions of sale may be inspected at the aforesaid offices of the Sheriff and at the offices of Austen Smith, Walmsley House, 191 Pietermaritz Street, Pietermaritzburg, Natal, during normal office hours.

Dated at Pietermaritzburg this 17th day of August 1995.

Austen Smith, Plaintiff's Attorney, Walmsley House, 191 Pietermaritz Street, Pietermaritzburg. (Ref. PRJD/vmh/myb/S191.)

Case 3068/91

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KLIPRIVER HELD AT LADYSMITH

In the matter between **ABSA Bank Limited,** trading as Trust Bank, Plaintiff, and **Mr G. R. Singh,** Defendant

In pursuance of a judgment granted in the above Honourable Court on 11 November 1991, and a warrant of execution, the undermentioned property will be sold in execution on Tuesday, 19 September 1995 at 10:00, in front of the Magistrate's Court, Ladysmith:

Lot 5311, Ladysmith (39 Foxglove Avenue, Ladysmith), situated in the Borough of Ladysmith, Administrative District of Natal, in extent four hundred and fifty (450) square metres and held by Mortgage Bond 22149/89.

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

Zoning: Residential.

Improvements (the accuracy hereof is not guaranteed): Three bedrooms, lounge, dining-room, kitchen and bathroom.

Material conditions: The sale of the property shall be subject to the following 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 10:00, at the Magistrate's Court, Ladysmith.

2. The property shall be sold without reserve to the highest bidder, provided that the Sheriff may, with the consent of the Judgment Creditor, refuse any bid. No bid less than R100 in value above the preceding bid shall be accepted by the Sheriff.

3. The purchase price shall be paid as to 10% (ten per cent) deposit of the purchase price upon conclusion of the sale and the balance to be secured within 14 (fourteen) days.

4. The Plaintiff, the Defendant and the Sheriff gives no warranty as to the state of the property sold. The porperty is deemed to have been purchased voetstoots.

5. The full conditions of sale applicable can be inspected at the offices of Plaintiff's Attorneys, or the Sheriff, Ladysmith.

Dated at Ladysmith on this 22nd day of August 1995.

Maree & Pace, Attorney for Plaintiff, 72 Queen Street, Ladysmith, 3370. (Ref. Mr Swanepoel/CTB058.)

Case 165/95

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MATATIELE HELD AT MALUTI

In the matter between **Standard Bank of South Africa Ltd,** Plaintiff, and **Elizabeth Hendrina Schoeman,** Defendant

In pursuance of a judgment in the Court of the Magistrate at Matatiele and the warrant of execution issued pursuant thereto on 6 December 1994, the immovable property described as:

A certain piece of quitrent land being Lot 6, Port Edward, 31 Ramsay Avenue, Port Edward, situated in the District of Port Shepstone, will be sold in execution on Thursday, 28 September 1995 at 11:00, in front of the Magistrate's Court, Port Shepstone, on terms and conditions which will be read out at the time of sale and which may in the meantime be inspected at the offices of Rogers & Morris, the Plaintiff's 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 whall 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 on this day of 1995.

Rogers & Morris, Plaintiff's Attorneys, 110 Main Street, P.O. Box 14, Matatiele, 4730.

Saak 165/95

IN DIE LANDDROSHOF VIR DIE DISTRIK MATATIELE GEHOU TE MALUTI

In die saak tussen **The Standard Bank of South Africa,** Eiser, en **Elizabeth Hendrina Schoeman,** Verweerder

Ingevolge 'n uitspraak toegestaan in die Landdroshof van Maluti en 'n lasbrief vir eksekusie gedateer 6 Desember 1994, daarkragtens uitgereik, sal die onroerende eiendom bekend as:

Sekere stuk erfpag grond synde Lot 6, Port Edward, Ramsaylaan 31, Port Edward, in die distrik Port Shepstone, in eksekusie verkoop word op Donderdag, 28 September 1995 om 11:00, voor die Landdroshof van Port Shepstone op terme en voorwaardes wat tydens die verkoping uitgelees sal word en wat intussen by die kantore van Rogers & Morris, die Eiser se plaaslike prokureurs, Hoofstraat 110, Matatiele ter insae lê.

Die wesentlike bepalings en voorwaardes van die verkoping is soos volg:

1. (a) Die koopprys sal betaalbaar wees met 10% (tien persent) van die koopprys tydens die verkoping in die trust rekening van die eiser se aktevervaardigers wat hierdie geld in 'n rente draende rekening sal belê. Alle rente wat daarop verdien word sal tot die koper se voordeel wees.

(b) Die balans van die koopprys tesame met die rente teen die koers betaalbaar aan die Eiser tydens die verkoping op die bedrag van die Eiser se eis en bereken vanaf die datum van die verkoping tot die datum van oordrag, sal betaalbaar wees en gewaarborg word deur 'n bank- of bouverenigingwaarborg in 'n vorm wat aanvaarbaar is vir die Eiser se aktevervaardigers. Hierdie waarborg sal aan die Eiser se aktevervaardigers gelewer word binne 14 (veertien) dae na die datum van die verkoping.

(c) Die koper sal aan die Plaaslike Owerheid of enige ander gesag wat daartoe geregtig is sodanige erfbelasting, belasting of ander bedrae hoegenaamd uitstaande op die eiendom tesame met enige ander bedrae wat regtens betaal moet word om oordrag van die eiendom te bekom, betaal.

(d) Die koper sal aan die Balju van die datum van die verkoping sy kommissie, bereken teen 4% (vier persent) van die koopprys, betaal.

(e) Die eiendom sal verkoop word onderheiwg aan enige geldige bestaande huur ooreenkoms (indien enige).

(f) Nog die Eiser nog die Balju gee enige waarborg ten opsigte van die toestand van die eiendom wat voetstoots verkoop word.

(g) Die risiko in en aan die eiendom sal ondergaan op die koper op die datum van die verkoping.

Gedateer te hierdie dag van 1995.

Rogers & Morris, Hoofstraat 110, Posbus 14, Matatiele, 4730.

Case 2824/95

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 **Michael Derrick Byrom,** Defendant

In pursuance of a judgment of the Supreme Court of South Africa (Durban and Coast Local Division), dated 11 May 1995 and a warrant of execution issued thereafter, the immovable property which is described hereunder will be sold in execution, by the Sheriff for the Supreme Court, Durban Central, on 29 September 1995 at 10:00, in the front of the Supreme Court, Masonic Grove, Durban, without reserve:

Property description: Remainder of Sub 7 of Lot 585, Bluff, situate in Thee City of Durban, Administrative District of Natal, in extent 854 (eight hundred and fifty-four) square metres, held under Deed of Transfer T24452/92, subject to the conditions therein contained.

Physical address: 102 Brailswood, 112 Mountain Rise, Carrington Heights, Durban.

Zoning: Special Residential.

Improvements (but nothing is guaranteed in respect thereof): Single storey brick under tile dwelling with water and lights comprising of four bedrooms, kitchen with kitchen units, lounge, bathroom, toilet and two store-rooms.

1. The sale shall be subject to the terms and conditions of the Supreme Court Act and the rules made thereunder.

2. The purchaser shall pay a deposit of 10% (ten per centum) of the purchase price in cash together with auctioneer's commission, in cash immediately after the sale. The balance of the purchase price is payable against transfer to be secured by a bank or building society guarantee approved by the Execution Creditor's attorneys and to be furnished to the Sheriff, Durban Central within fourteen (14) days after the date of the sale.

3. The purchaser shall be liable for the payment of interest to the Execution Creditor and to the bondholder/s (if any) from date of sale to date of registration of transfer, as set out in the conditions of sale.

4. Transfer will be effected by the attorneys for the Execution Creditor and the purchaser shall pay all the transfer costs including arrear and current rates, sewerage connection costs (if any), taxes, levies, valued added tax and 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 for the Supreme Court, Durban Central, 21 Stafmayer House, Beach Grove, Durban.

Dated at Durban this 23rd day of August 1995.

Woodhead Bigby & Irving, Plaintiff's Attorneys, 650 Mansion House, 12 Field Street, Durban. (Tel. 304-4706.) (Ref. CSS/lp/15F6220.A4.)

Case 8345/90

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 **Parmaseelan Moodley,** First Defendant, and **Shiela Moodley,** Second Defendant

In pursuance of a judgment of the Supreme Court of South Africa (Durban and Coast Local Division) dated 26 June 1991, and a warrant of execution issued thereafter, the immovable property which is described hereunder will be sold in execution, by the Sheriff for the Supreme Court, Durban South, on 29 September 1995 at 10:00, on the steps of the Supreme Court, Durban, without reserve:

Property description: Lot 797, Isipingo, situated in the Borough of Isipingo, and in the Amanzimtoti Regional Water Services Area, Administrative District of Natal, in extent 1 754 (one thousand seven hundred and fifty-four) square metres, held under Deed of Transfer T1513/1987, subject to the conditions therein contained.

Physical address: 51 Outer Circuit Road, Isipingo Beach, Natal.

Zoning: Special Residential.

Improvements (but nothing is guaranteed in respect thereof): Single-storey house (vacant) of brick walls, double garage and separate from house. The house consists of three bedrooms, bathroom with basin/shower/toilet (cement floor), lounge (cement floor), dining-room (lino floor) and basin, kitchen (lino floor) fitted cupboards, no servants' quarters and two sunrooms on porch. The property is partly fenced with wire mesh. No guarantee is given with these improvements.

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 in cash together with auctioneer's commission, in cash immediately after the sale. The balance of the purchase price is payable against transfer to be secured by a bank or building society guarantee approved by the Execution Creditor's attorneys and to be furnished to the Sheriff, Durban South, within fourteen (14) days after the date of the sale.

3. The purchaser shall be liable for the payment of interest to the Execution Creditor and to the bondholder/s (if any) from date of sale to date of registration of transfer, as set out in the conditions of sale.

4. Transfer will be effected by the attorneys for the Execution Creditor and the purchaser shall pay all the transfer costs, including arrear and current rates, sewerage connection costs (if any), taxes, levies, Value-Added Tax and 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 for the Supreme Court, Durban South, 101 Lejaton, 40 St George's Street, Durban.

Dated at Durban this 22nd day of August 1995.

Woodhead Bigby & Irving, Plaintiff's Attorneys, 650 Mansion House, 12 Field Street, Durban. (Tel. 304-4706.) (Ref. CSS/lp/15F1933.B1.)

Case 1259/94

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

In the matter between **KwaZulu Finance & Investment Corporation Limited,** Plaintiff, and **Mfanazodlani Aaron Dhlamini,** Defendant

In pursuance of judgment in the above action, the immovable property listed hereunder will be sold in execution on 27 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 Ownership Unit F139, in extent 4 410 square feet, situated in the Township of Umlazi, represented and described on General Plan BA19/1966, held by virtue of deed of grant (unknown).

Improvements: A single storey brick and asbestos dwelling (54 m^2) comprising of kitchen, lounge, two bedrooms, bathroom and w.c. Municipal 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 22nd day of August 1995.

Strauss Daly Inc., Plaintiff's Attorneys, 11th Floor, The Marine, 22 Gardiner Street, Durban. (Ref. Z26089/26.)

Case 2750/94

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

In the matter between **KwaZulu Finance & Investment Corporation Limited,** Plaintiff, and **Timothy Ndwandwe,** Defendant

In pursuance of judgment in the above action, the immovable property listed hereunder will be sold in execution on 27 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 Ownership Unit Z735, in extent 960 square metres, situated in the Township of Umlazi, represented and described on General Plan PB112/1979, held by Deed of Grant 3527/194.

Improvements: A single storey block/plaster and asbestos dwelling (70,85 m^2), comprising of kitchen, lounge, four bedrooms, bathroom and w.c. 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 22nd day of August 1995.

Strauss Daly Inc., Plaintiff's Attorneys, 11th Floor, The Marine, 22 Gardiner Street, Durban. (Ref. Z32152/26.)

Case 330/93

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

In the matter between **ABSA Bank Limited**, No. 86/04794/06, trading as Allied Bank, Plaintiff, and **Siva Moodley,** Defendant

In pursuance of judgment granted on 19 February 1993, in the Court of the Magistrate, Chatsworth, 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, at the front entrance of the Magistrate's Court, Chatsworth:

Description: Subdivision 332 (of 3178) of Lot 102, Chatsworth, situated in the City of Durban, Administrative District of Natal, Province of KwaZulu/Natal, in extent 186 (one hundred and eighty-six) square metres.

Street address: 65 Shady Avenue, Chatsworth.

Improvements: Semi detached double storey block/face brick under tile roof dwelling comprising of three bedrooms, lounge, dining-room, kitchen, toilet, bathroom, balcony, fenced yard and driveway.

Outbuildings: Two rooms, kitchen and toilet/bathroom (the nature, extent, condition and existence of the improvements are not guaranteed, and are sold voetstoots).

Town-planning zoning: Special Residential.

Special privileges: Nil.

Nothing is guaranteed in the above respects.

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, as amended, and the rules made thereunder.

2.1 The purchaser shall in addition to the auctioneer's commission, pay a deposit of 10% (ten per cent) of the purchase price in cash on the day of the sale and 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, 12 Oak Avenue, Kharwastan, Chatsworth.

Dated at Durban this 17th day of August 1995.

A. J. McNabb, for Strauss Daly Inc., Plaintiff's Attorney, 11th Floor, The Marine, 22 Gardiner Street, Durban. (Ref. Z12009/JR/cc.)

Case 1659/95

IN THE SUPREME COURT OF SOUTH AFRICA

(Natal Provincial Division)

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Titus Dennis Mfeka,** First Defendant, and **Lindiwe Olivia Mfeka,** Second Defendant

Take notice that pursuant to a judgment of the above Honourable Court dated 12 July 1995, and writ of attachment of immovable property, the undermentioned immovable property will be sold in execution by the Sheriff of the Supreme Court, for the District of Pietermaritzburg, on 22 September 1995 at 10:30, at the Sheriff's Offices, 5 Courtyard, Derek Hall, 172 Loop Street, Pietermaritzburg, to the highest bidder:

Ownership Unit 211 (Imbali II), in the Township of Edendale, District of Pietermaritzburg, in extent 305 square metres, represented and desdribed on General Plan 70/1980, held under Deed of Grant 10648/89.

The property is situated at Site 211 (Imbali II), Edendale, Pietermaritzburg, KwaZulu/Natal, and is improved by a dwelling-house constructed of concrete under asbestos roof consisting of lounge, two bedrooms and kitchen.

Material conditions of sale:

1. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price in cash on the day of sale.

2. The balance of the purchase price plus interest thereon at the rate of 17% (seventeen per cent) per annum, with effect from the date of sale to date of payment thereof shall be payable on the date of registration of transfer and shall be guaranteed by a bank or building society guarantee to be furnished to the Plaintiff's conveyancers within 30 days of the date of the sale, which guarantees shall provide that payment be made of the balance of the purchase price plus interest thereon against registration of transfer.

The full conditions of sale may be inspected at the offices of the Sheriff, 5 Courtyard, Derek Hall, 172 Loop Street, Pietermaritzburg.

Dated at Pietermaritzburg this 18th day of August 1995.

Tatham, Wilkes & Company, Plaintiff's Attorneys, Fourth Floor, Fedlife House, 251 Church Street, Pietermaritzburg. (Ref. H. M: Drummond/G46.)

Case 1774/95

IN THE SUPREME COURT OF SOUTH AFRICA

(Natal Provincial Division)

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Trustees of the McNaughton Family Trust No. 6744/93,** First Defendant, **Wane McNaughton,** Second Defendant and **Sharon Lee McNaughton,** Third Defendant

Take notice that pursuant to a judgment of the above Honourable Court dated 29 June 1995, and writ of attachment of immovable property, the undermentioned immovable property will be sold in execution by the Sheriff of the Supreme Court, for the District of Pietermaritzburg, on 22 September 1995 at 10:30, at the Sheriff's Offices, 5 Courtyard, Derek Hall, 172 Loop Street, Pietermaritzburg, to the highest bidder:

Lot 56, Hiltara Park, situated in the Hilton Town Board Area, Administrative District of Natal, in extent two thousand five hundred and forty (2 540) square metres, held under Deed of Transfer T29540/93, and subject to the terms and conditions contained therein.

The property is situated at 173 Cedara Road, Hilton, KwaZulu/Natal, and is improved by a dwelling-house constructed of face-brick under tile roof consisting of entrance hall, lounge, dining-room, family room, four bedrooms, two bathrooms, kitchen, scullery, two garages and servant's toilet.

Material conditions of sale:

1. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price in cash on the day of sale.

2. The balance of the purchase price plus interest thereon at the rate of 17,25% (seventeen comma two five per cent) per annum, with effect from the date of sale to date of payment thereof shall be payable on the date of registration of transfer and shall be guaranteed by a bank or building society guarantee to be furnished to the Plaintiff's conveyancers within 30 days of the date of the sale, which guarantees shall provide that payment be made of the balance of the purchase price plus interest thereon against registration of transfer.

The full conditions of sale may be inspected at the offices of the Sheriff, 5 Courtyard, Derek Hall, 172 Loop Street, Pietermaritzburg.

Dated at Pietermaritzburg this 18th day of August 1995.

Tatham, Wilkes & Company, Plaintiff's Attorneys, Fourth Floor, Fedlife House, 251 Church Street, Pietermaritzburg. (Ref. H. M. Drummond/G48.)

Case 1885/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Natal Provincial Division)

In the matter between, **ABSA Bank Limited,** Plaintiff, and **Naresh Mohunlall Lakhraj,** First Defendant, and **Charmaine Lakhraj,** Second Defendant

In execution of a judgment granted by the Supreme Court of South Africa (Natal Provincial Division) on Tuesday, 14 March 1995 in the above-named suit, the following immovable property will be sold by public auction by the Sheriff of the Supreme Court of South Africa for the District of Pietermaritzburg, on the steps of her office, on Friday, 22 September 1995 at 09:00, on conditions which will be read out by the Sheriff before the sale, and which conditions are in the possession of the Sheriff and may be inspected at her office at 5 The Courtyard, Derek Hall, 172 Loop Street, Pietermaritzburg, KwaZulu/Natal, namely:

Subdivision 4728 (of Lot 4692) of the Farm Norhdale 14914, situated in the City of Pietermaritzburg, Administrative District of Natal, in extent three hundred and fifty-six (356) square metres, which property is physically situated at 54 Etna Place, Northdale, Pietermaritzburg, KwaZulu/Natal, and which property is held by the above-named Defendant under and by virtue of Deed of Transfer T29707/93.

Improvements: Without constituting a warranty of any nature, the property has been improved by the erection thereon of a single-storey dwelling-house, block under asbestos, consisting of a porch, living-room, kitchen, two bedrooms, 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) Ten per cent (10%) of the purchase price together with the Sheriff's commission on the sale to be paid immediately in cash on the date of sale.

(b) All current and arrear rates, taxes, electrical, sanitary, water and other fees or charges to be paid in cash within seven days of the date of sale together with costs of transfer and transfer duty.

(c) The balance of the purchase price together with interest at the rate of 15,25% (fifteen comma two five per 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 14th day of August 1995.

J. A. Browne, for E. R. Browne Inc., Plaintiff's Attorney, 10th Floor, United Building, 194 Longmarket Street, Pietermaritzburg.

Case 2033/95

IN THE SUPREME COURT OF SOUTH AFRICA

(Natal Provincial Division)

In the matter between, **ABSA Bank Limited,** Plaintiff, and **Arnim Andre Prozesky,** Defendant

In execution of a judgment granted by the Supreme Court of South Africa (Natal Provincial Division) on Thursday, 3 August 1995 in the above-named suit, the following immovable property will be sold by public auction by the Sheriff of the Supreme Court of South Africa for the District of Pietermaritzburg, on the steps of her office, on Friday, 22 September 1995 at 09:00, on conditions which will be read out by the Sheriff before the sale, and which conditions are in the possession of the Sheriff and may be inspected at her office at 5 The Courtyard, Derek Hall, 172 Loop Street, Pietermaritzburg, KwaZulu/Natal, namely:

Subdivision 14 of Lot 1560, Pietermaritzburg, situated in the City of Pietermaritzburg, Administrative District of Natal, in extent two thousand one hundred and eighty (2 180) square metres, which property is physically situated at 683 Townbush Road, Pietermaritzburg, KwaZulu/Natal, and which property is held by the above-named Defendant under and by virtue of Deed of Transfer T16366/1981.

Improvements: Without constituting a warranty of any nature, the property has been improved by the erection thereon of a dwelling-house, brick under tile, consisting of an entrance hall, lounge, dining-room, family room, three bedrooms, bathroom, shower, separate toilet, bathroom, toilet, shower, kitchen, laundry and scullery.

There is a flat consisting of lounge, kitchen, bedroom, toilet and shower. The outbuilding consists of double garage, toilet and shower.

Zoning: The property is zoned for Special Residential purposes and enjoys no special consents in respect of its zoning.

Terms: The purchase price will be payable subject to the conditions of sale, as follows:

(a) Ten per cent (10%) of the purchase price together with the Sheriff's commission on the sale to be paid immediately in cash on the date of sale.

(b) All current and arrear rates, taxes, electrical, sanitary, water and other fees or charges to be paid in cash within seven days of the date of sale together with costs of transfer and transfer duty.

(c) The balance of the purchase price together with interest at the rate of 17,25% (seventeen 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 14th day of August 1995.

J. A. Browne, for E. R. Browne Inc., Plaintiff's Attorney, 10th Floor, United Building, 194 Longmarket Street, Pietermaritzburg.

Case 1936/95

IN THE SUPREME COURT OF SOUTH AFRICA

(Natal Provincial Division)

In the matter between, **ABSA Bank Limited,** Plaintiff, and **James Eloff Pieter Woudberg,** First Defendant, **Jan Christiaan Woudberg,** Second Defendant, **James William Woudberg,** Third Defendant, and **Catharine Woudberg,** Fourth Defendant

In execution of a judgment granted by the Supreme Court of South Africa (Natal Provincial Division) on Thursday, 27 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 Pietermaritzburg, on the steps of her office, on Friday, 22 September 1995 at 09:00, on conditions which will be read out by the Sheriff before the sale, and which conditions are in the possession of the Sheriff and may be inspected at her office at 5 The Courtyard, Derek Hall, 172 Loop Street, Pietermaritzburg, KwaZulu/Natal, namely:

Remainder of Lot 2408, Pietermaritzburg, situated in the City of Pietermaritzburg, Administrative District of Natal, in extent one thousand six hundred and ninety-four (1 694) square metres, which property is physically situated at 88 Pietermaritz Street, Pietermaritzburg, KwaZulu/Natal, and which property is held by James Eloff Pieter Woudberg, Jan Christiaan Woudberg, James William Woudberg and Catharine Woudberg the above-named Defendants under and by virtue of Deed of Transfer T29078/88.

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 an entrance hall, lounge, dining-room, kitchen, family room, five bedrooms, two bathrooms, separate toilet and pantry. There is an outbuilding consisting of two servants' quarters, toilet, seven carports and store-room.

Zoning: The property is zoned for General Residential purposes and enjoys no special consents in respect of its zoning.

Terms: The purchase price will be payable subject to the conditions of sale, as follows:

(a) Ten per cent (10%) of the purchase price together with the Sheriff's commission on the sale to be paid immediately in cash on the date of sale.

(b) All current and arrear rates, taxes, electrical, sanitary, water and other fees or charges to be paid in cash within seven days of the date of sale together with costs of transfer and transfer duty.

(c) The balance of the purchase price together with interest at the rate of 18,25% (eighteen 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 8th day of August 1995.

J. A. Browne, for E. R. Browne Inc., Plaintiff's Attorney, 10th Floor, United Building, 194 Longmarket Street, Pietermaritzburg.

Case 1516/95

IN THE SUPREME COURT OF SOUTH AFRICA

(Natal Provincial Division)

In the matter between **ABSA Bank Limited,** Plaintiff, and **Johan Kriel,** First Defendant, and **Margaretha Cornelia Kriel,** Second Defendant

In execution of a judgment granted by the Supreme Court of South Africa, Natal Provincial Division, on Thursday, 22 June 1995, in the above-named suit, the following immovable property will be sold by public auction by the Sheriff of the Supreme Court of South Africa for the District of Empangeni, in front of the Magistrate's Court, Union Street, Empangeni, KwaZulu/Natal, on Thursday, 28 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 his office at Old Sugar Mill Way, Empangeni, KwaZulu/Natal, namely:

Lot 649, Empangeni Extension 13, situated in the Borough of Empangeni, Administrative District of Natal, in extent one thousand and twelve (1 012) square metres, which property is physically situated at 58 Schweitzer Crescent, Empangeni, KwaZulu/Natal, and which property is held by the above-named Defendants under and by virtue of Deed of Transfer T22465/94.

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 an entrance hall, lounge, dining-room, kitchen, three bedrooms, bathroom, shower and separate toilet. There is an outbuilding consisting of a single garage, servants' quarters, toilet and shower.

Zoning: The property is zoned for Special Residential purposes and enjoys no special consents in respect of its zoning.

Terms: The purchase price will be payable subject to the conditions of sale, as follows:

(a) Ten per cent (10%) of the purchase price together with the Sheriff's commission on the sale to be paid immediately in cash on the date of sale.

(b) All current and arrear rates, taxes, electrical, sanitary, water and other fees or charges to be paid in cash within seven days of the date of sale together with costs of transfer and transfer duty.

(c) The balance of the purchase price together with interest at the rate of 17,25% (seventeen comma two five per cent) per annum compounded monthly in advance on the amount referred to in the conditions of sale from date of sale to date of transfer both days inclusive, to be secured by an acceptable guarantee to be furnished within fourteen (14) days after the date of sale.

Dated at Pietermaritzburg on this 3rd day of August 1995.

J. A. Browne, for E. R. Browne Incorporated, Plaintiff's Attorneys, 10th Floor, United Building, 194 Longmarket Street, Pietermaritzburg.

Case 2061/95

IN THE SUPREME COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between **ABSA Bank Limited** (No. 86/04794/06), Plaintiff, and **Nivasagan Govender,** First Defendant, and **Mrs Sheila Govender,** Second Defendant

In execution of a judgment granted by the Supreme Court of South Africa (Durban and Coast Local Division), on 28 April 1995, in the above-named suit, the following immovable property will be sold by public auction by the Sheriff of the Supreme Court of Chatsworth, at the Chatsworth Magistrate's Court, Justice Street, Unit 5, Chatsworth, on Tuesday, 26 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 6 Gosai Centre, 56 Greendale Road, Silverglen, Chatsworth, namely:

Subdivision 1 of Lot 970, Silverglen, situated in the City of Durban, Administrative District of Natal, in extent 654 (six hundred and fifty-four) square metres, which property is physically situated at 465 Silverglen Drive, Silverglen, Chatsworth, 4092, and which property is held by the above-named Defendants under and by virute of Deed of Transfer T16076/93.

Improvements: Without constituting a warranty of any nature, the property has been improved by the erection thereon of a double storey face brick under tile roof dwelling consisting of four bedrooms, en suite, dining-room, kitchen, lounge, TV-room, bathroom/toilet and toilet. Basement consisting of two rooms, balcony and verandah.

Outbuildings consisting of double garage, basement, two rooms and kitchen, toilet and shower.

Zoning: The property is zoned for Special Residential purposes and enjoys no special consents in respect of its zoning.

Terms: The purchase price will be payable subject to the conditions of sale, as follows:

(a) 10% (ten per cent) of the purchase price together with the Deputy Sheriff's commission on the sale to be paid immediately in cash on the date of sale.

(b) All current and arrear rates, taxes, electrical, sanitary, water and other fees or charges to be paid in cash within 7 (seven) days of the date of sale together with costs of transfer and transfer duty.

(c) The balance of the purchase price together with interest at the rate of 16,25% (sixteen comma two five per centum) per annum compounded monthly in advance on the amount referred to in the conditions of sale to date of transfer both days inclusive, to be secured by an acceptable guarantee to be furnished within 14 (fourteen) days after the date of sale.

Dated at Durban this 8th 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.] (Docex 71.) (Ref. CMK/012919/U016/Mrs Chetty.)

Case 10248/93

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

In the matter between **Boland Bank Limited,** Plaintiff, and **J. V. Iyman,** Defendant

In pursuance of a judgment of the Court of the Magistrate's, Pietermaritzburg, dated 17 January 1994, the writ of execution dated 26 January 1994, the immovable property listed hereunder will be sold in execution on Friday, 22 September 1995 at 11:00, at the Sheriff's Salesroom, Camperdown, to the highest bidder:

Ownership Unit Lot 22, Cliffdale, situated in the Regulated Area of Cliffdale, Port Natal-Ebhodwe J/S/B. Admin District of Natal, in extent 8,8026 hectares.

1. The property shall be sold without reserve and to the highest bidder and shall be subject to the terms and conditions of the Magistrates' Courts Act and rules made thereunder, and of the title deed in so far as there are applicable.

2. The following improvements on the property are reported, but not guaranteed: Dwelling-house.

3. The purchase price shall be paid in full by way of cash or bank-guaranteed cheque to the Sheriff togehter with interest on the full amount of the Plaintiff's claim at the rate of 21,75% (twenty-one comma seven five per cent) per annum to date of payment.

4. The full conditions of sale which will be read out by the Sheriff of the Magistrate's Court, Camperdown, immediately prior to the sale may be inspected at his office at 5 Bishop Street (behind Masonic Lodge), Camperdown.

Geyser Liebetrau Du Toit & Louw, Plaintiff's Attorneys, 380 Loop Street, Pietermaritzburg. (Ref. AL/wct/B911L.)

Case 15662/92

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

In the matter between **ABSA Bank Limited,** Plaintiff, and **Kewlawathi Kissondath Bhagwandin,** Defendant

In pursuance of a judgmented granted on 1 October 1992, in the Court of the Magistrate, Durban, and under a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 29 September 1995 at 10:00, at the Front Entrance, Magistrate's Court, 22 Cancery Lane, Pinetown:

Description: A certain piece of land being Lot 2787, Reservoir Hills Extension 8, situated in the City of Durban, Administrative District of Natal, in extent 790 square metres.

Postal address: 45 Derna Road, Reservoir Hills, Durban, Natal.

Improvements: Brick under tile dwelling, double storey with basement: Entrance hall, lounge, dining-room, two kitchens, four bathrooms/w.c., three showers and six bedrooms.

Town-planning Zoning: Special Residential. Minimum plot size 650 square metres.

Nothing is guaranteed in the above respects.

Material conditions:

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.

2. (a) The purchaser shall pay a deposit of 10% (ten per centum) of the purchase price and the auctioneer's commission immediately after the sale, and the balance (including the payment of the undermentioned interest) against transfer to be secured by a bank or building society guarantee to be furnished to the Sheriff of the Magistrate's Court within 14 days after the sale. The said guarantee shall be approved by the Plaintiff's attorneys.

(b) The purchaser shall be liable for the payment of interest at the rate payable to the Plaintiff at the time of the sale on the amount of the Plaintiff's claim from date of the sale (and in the event of there being any other preferent creditor, then the interest payable upon such preferent creditor's claim) until the date of transfer, both days inclusive.

3. Transfer shall be effected by the attorneys for the Plaintiff and the purchaser shall pay all transfer costs, including arrear and current rates, sewerage connection fees (if any), taxes, VAT, and all other charges necessary to effect transfer on request by the said attorneys.

The full conditions of sale may be inspected at the office of the Sheriff for the Magistrate's Court, 2 Samkit Centre, 62 Caversham Road, Pinetown, and at the offices of David Gardyne & Parnters, Eighth Floor, JBS Building, 78 Field Street, Durban.

Dated at Durban on this 24th day of August 1995.

David Gardyne & Partners, Plaintiff's Attorneys, Eighth Floor, JBS Building, 78 Field Street, Durban. (Ref. D. Gardyne/VL/GAL2403.)

Case 256/95

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

In the matter between **NBS Bank Limited** (Reg. No. 87/01384/06), Plaintiff, and **Pradip Mahabeer Ramlall,** First Defendant, and **Maureen Jennifer Ramlall,** Second Defendant

In pursuance of judgment granted on 21 February 1995, in the above action and under writ of execution issued thereafter, the immovable property listed hereunder shall be sold in execution to the highest bidder on 26 September 1995 at 10:00, at the front entrance to the Magistrate's Court, Chatsworth:

Description: Subdivision 221 (of 87) of Lot Crossmoor 15061, situated in the City of Durban, Administrative District of Natal, in extent 309 square metres.

Address: 15 Waterlily Lane, Crossmoor, Chatsworth.

Improvements: Block under asbestos roof dwelling, comprising lounge, kitchen, dining-room, three bedrooms, toilet and bath.

1. (a) The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.

(b) The property shall be sold without reserve to the highest bidder.

2. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price and the auctioneer's commission in cash immediately after the sale and the balance to be secured by a bank or building society guarantee.

The full conditions of sale may be inspected at the offices of the Sheriff of the Magistrate's Court, Chatsworth.

Jackson & Ameen, Plaintiff's Attorneys, Fifth Floor, Fenton House, Fenton Road, Durban. (Ref. Colls/P Murugan/05N225066.)

Case 84202/94

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 **Raific Ismail,** First Defendant, and **Saritha Ismail,** Second Defendant

In pursuance of judgment granted on 6 July 1995, in the above action and under writ of execution issued thereafter, the immovable property listed hereunder shall be sold in execution to the highest bidder on 22 September 1995 at 10:00, at the front entrance to the Magistrate's Court, Moss Street, Verulam:

Description: Lot 1100, Palmview, situated in the City of Durban, Administrative District of Natal, in extent 238 square metres.

Address: 61 Ragpalm Gardens, Palmview, Phoenix.

Improvements: Block under tile dwelling, consisting of three bedrooms, lounge, kitchen, toilet, bathroom and water and light facilities.

1. (a) The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.

(b) The property shall be sold without reserve to the highest bidder.

2. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price and the auctioneer's commission in cash immediately after the sale and the balance to be secured by a bank or building society guarantee.

The full conditions of sale may be inspected at the offices of the Sheriff of the Magistrate's Court, Inanda (1).

Jackson & Ameen, Plaintiff's Attorneys, Fifth Floor, Fenton House, Fenton Road, Durban. (Ref. Colls/P Murugan/05N225065.)

Saak 3120/95

IN DIE LANDDROSHOF VIR DIE DISTRIK NEWCASTLE GEHOU TE NEWCASTLE

In die saak tussen **KwaZulu Finance and Investment Corporation Ltd,** Eksekusieskuldeiser, en **Nomhlangano Edna Khumalo,** Eksekusieskuldenaar

Ingevolge uitspraak van bogenoemde Agbare Hof en 'n lasbrief vir eksekusie teen onroerende goed gedateer 1 Augustus 1995, sal die ondervermelde eiendom op 27 September 1995 om 10:00, in die voorkamer van die Landdroshof, Newcastle, geregtelik aan die hoogste bieder vir kontant verkoop word, naamlik:

Sekere: Unit A2039, Osizweni.

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 voowaardes soos vervat in die titelakte daarvan.

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

P. G. Steyn, vir De Jager Steyn Martiz Ing., Prokureurs vir Eiser, Vierde Verdieping, Unitedgebou, Scottstraat, Newcastle.

Case 11000/94

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

In the matter between **First National Bank of Southern Africa Ltd,** Execution Creditor, and **James Eloff Pieter Woudberg,** Execution Debtor

In pursuance of a judgment granted on 8 June 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 Friday, 29 September 1995 at 11:00, at the Sheriff's Saleroom, 277 Berg Street, Pietermaritzburg:

Description: Subdivision 9 (of 2) of Lot 2301, Pietermaritzburg, situated in the Pietermaritzburg/Msunduzi Transitional Local Council Area, Administrative District of Natal, Province of KwaZulu/Natal, in extent three hundred and sixty-nine (369) square metres.

Postal address: 14 Berg Street, Pietermaritzburg.

The property consists of land improved by the erection of a double-storey dwelling comprising entrance hall, lounge, dining-room, kitchen, four bedrooms, two bathrooms, two toilets and enclosed verandah, together with a detached outbuilding comprising garage, servant's quarters with toilet and shower.

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 15% (fifteen 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 28th day of August 1995.

G. J. Campbell, for Stowell & Co., Plaintiff's Attorneys, 295 Pietermaritz Street, Pietermaritzburg.

Case 21536/95

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

In the matter between **Fidelity Bank Limited,** Execution Creditor, and **Craig Michael Diedricks,** Execution Debtor

In pursuance of a judgment granted on 3 May 1995 in the Magisrate's Court, and under a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 28 September 1995 at 14:00, in front of the Durban Magistrate's Court-house, Somtseu Road, Durban, to the highest bidder:

Description:

(a) Section 8, as shown and more fully described in 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 section the floor area according to the 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, held under Deed of Transfer ST1462/1994.

Physical address: 15 Marbeg, 166 Victoria Embankment, Durban.

Improvements: Simplex flat attached brick under concrete roof, comprising lounge, kitchen, bedroom, dining-room and bathroom (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 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 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 Central, 21 Stafmayer House, Beach Grove, Durban.

Dated at Durban this 24th day of August 1995.

Louis J. Hitchcock & Co., Execution Creditor's Attorneys, 528 Permanent Building, 34 Field Street, Durban. (Ref. L. J. Hitchcock/MW.)

Case 298/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MOUNT CURRIE HELD AT MATATIELE

In the matter between **Globe Footwear Distributors,** Plaintiff, and **Timothy Kolisile Mbobo,** Defendant

In pursuance of a judgment in the Court of the Magistrate at Matatiele and the warrant of execution issued pursuant thereto on 6 March 1995, the immovable property described as:

A certain piece of quitrent land being Erf 744 (of 1) Matatiele, situated in the Borough of Matatiele, Administrative District of Matatiele, Province of KwaZulu/Natal, in extent 2 048 square metres, will be sold in execution on Friday, 6 October 1995 at 10:00, 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 in the meantime be inspected at the offices of Rogers & Morris, the Plaintiff's 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 cent) 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.

Rogers & Morris, Plaintiff's Attorneys, 110 Main Street; P.O. Box 14, Matatiele, 4730.

Saak 298/94

IN DIE LANDDROSHOF VIR DIE DISTRIK MOUNT CURRIE GEHOU TE MATATIELE

In die saak tussen **Globe Footwear Distributors,** Eiser, en **Timothy Kolisile Mbobo,** Verweerder

Ingevolge 'n uitspraak toegestaan in die Landdroshof, Maluti, en 'n lasbrief vir eksekusie gedateer 6 Maart 1995, daarkragtens uitgereik, sal die onroerende eiendom bekend as:

Sekere stuk erfpag grond synde Erf 744 (van 1) Matatiele, geleë in munisipaliteit Matatiele, provinsie KwaZulu/Natal, groot 2 048 vierkante meter, in eksekusie verkoop word op Vrydag, 6 Oktober 1995 om 10:00, voor die Landdroshof, Matatiele, op terme en voorwaardes wat tydens die verkoping uitgelees sal word en wat intussen by die kantore van Rogers & Morris, die Eiser se plaaslike prokureurs, Hoofstraat 110, Matatiele ter insae lê.

Die wesentlike bepalings en voorwaardes van die verkoping is soos volg:

1: (a) Die koopprys sal betaalbaar wees met 10% (tien persent) van die koopprys tydens die verkoping in die trust rekening van die Eiser se aktevervaardigers wat hierdie geld in 'n rente draende rekening sal belê. Alle rente wat daarop verdien word sal tot die koper se voordeel wees.

(b) Die balans van die koopprys tesame met die rente teen die koers betaalbaar aan die Eiser tydens die verkoping op die bedrag van die Eiser se eis en bereken vanaf die datum van die verkoping tot die datum van oordrag, sal betaalbaar wees en gewaarborg word deur 'n bank- of bouverenigingwaarborg in 'n vorm wat aanvaarbaar is vir die Eiser se aktevervaardigers. Hierdie waarborg sal aan die Eiser se aktevervaardigers gelewer word binne 14 (veertien) dae na die datum van die verkoping.

(c) Die koper sal aan die Plaaslike Owerheid of enige ander gesag wat daartoe geregtig is sodanige erfbelasting, belasting of ander bedrae hoegenaamd uitstaande op die eiendom tesame met enige ander bedrae wat regtens betaal moet word om oordrag van die eiendom te bekom, betaal.

(d) Die koper sal aan die Balju op die datum van die verkoping sy kommissie, bereken teen 4% (vier persent) van die koopprys, betaal.

(e) Die eiendom sal verkoop word onderhewig aan enige geldige bestaande huur ooreenkoms (indien enige).

(f) Nog die Eiser nog die Balju gee enige waarborg ten opsigte van die toestand van die eiendom wat voetstoots verkoop word.

(g) Die risiko in en aan die eiendom sal ondergaan op die koper op die datum van die verkoping.

Rogers & Morris, Hoofstraat 110; Posbus 14, Matatiele, 4730.

Case 5508/94

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 **Rajendrapersadh Maharaj,** First Defendant, and **Hansraji Maharaj,** 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, Pinetown, at the front entrance to the Magistrate's Court, 22 Chancery Lane, Pinetown, on Friday, 22 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 4 of Lot 376, Reservoir Hills (Extension 1), situated in the City of Durban, Administrative District of Natal, in extent one thousand and thirteen (1 013) square metres and held under Deed of Transfer T19823/83.

Street address: 78 Mountbatten Drive, Reservoir Hills, Durban.

Improvements: A single storey brick under tile roof dwelling and flat comprising lounge, entrance hall, dining-room, kitchen, scullery, four bedrooms, two bathrooms, two showers and three toilets.

Flat: Lounge, two bedrooms, kitchen, bathroom.

Detached outbuilding: Garage and prayer room.

Zoning: Special Residential (nothing guaranteed).

Full conditions of sale may be inspected at the office of the Sheriff of the Supreme Court, 2 Samkit Centre, 62 Caversham Road, Pinetown. (Tel. 72-5211).

Dated at Durban this 23rd day of August 1995.

Livingston Leandy Incorporated, Plaintiff's Attorneys, 10th Floor, First National Bank Building, corner of Smith and Field Streets, Durban. (Ref. Mr G. A. Pentecost.)

Case 12356/95

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

In the matter between **NBS Bank Limited** (Reg. No. 87/01384/06), Judgment Creditor, and **Khathazile Madonsela N.O.**, Judgment Debtor

In pursuance of a judgment in the above Court and writ of execution dated 10 August 1995, the immovable property listed hereunder will be sold in execution on Friday, 22 September 1995 at 11:00, by the Sheriff for the Magistrate's Court, Pietermaritzburg, at the Sheriff's Sale-room, 277 Berg Street, Pietermaritzburg, to the highest bidder without reserve, subject to the conditions of sale that will be read out by the auctioneer:

Subdivision 255, of Lot 1771, Pietermaritzburg, situated in the City of Pietermaritzburg, Administrative District of Natal, in extent 532 (five hundred and thirty-two) square metres, situated at 234 White Road, Westgate, Pietermaritzburg, held by Judgment Debtor under Deed of Transfer T14541/92.

The following information is given about the immovable property but is not guaranteed:

Zoning: Special residential.

Improvements: A single storey dwelling constructed of reinforced concrete with a harvey tile roof, comprising of lounge, dining-room, kitchen, three bedrooms, bathroom and w.c.

The full conditions of sale, which may be inspected at the office of the Sheriff for the Magistrate's Court, Pietermaritzburg, 277 Berg Street, Pietermaritzburg, will be read immediately prior to the sale.

Dated at Pietermaritzburg this 18th day of August 1995.

Venn, Nemeth & Hart Inc., Judgment Creditor's Attorneys, 281 Pietermaritz Street, Pietermaritzburg. (Ref. ABB/06N2385/93.)

Case 29570/94

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

In the matter between **NBS Bank Limited** (Reg. No. 87/01384/06), Judgement Creditor, and **Winston Llewellyn Warr**, Judgment Debtor

In pursuance of a judgment in the above Court and writ of execution dated 11 August 1995, the immovable property listed hereunder will be sold in execution on Friday, 22 September 1995 at 11:00, by the Sheriff for the Magistrate's Court, Pietermaritzburg, at the Sheriff's Sale-room, 277 Berg Street, Pietermaritzburg, to the highest bidder without reserve, subject to the conditions of sale that will be read out by the auctioneer:

Subdivision 13 (of 9) of Lot 479, Pietermaritzburg, situated in the City of Pietermaritzburg, Administrative District of Natal, in extent 1 509 (one thousand five hundred and nine) square metres, situated at 3 Goodwin Avenue, Blackridge, Pietermaritzburg, held by Judgment Debtor under Deed of Transfer T27591/93.

The following information is given about the immovable property but is not guaranteed:

Zoning: Special residential.

Improvements: A single storey dwelling constructed with brick under tile roof, comprising lounge, dining-room, kitchen, three bedrooms, two bathrooms, shower and two w.c.'s.

The full conditions of sale, which may be inspected at the office of the Sheriff for the Magistrate's Court, Pietermaritzburg, 277 Berg Street, Pietermaritzburg, will be read immediately prior to the sale.

Dated at Pietermaritzburg this 18th day of August 1995.

Venn, Nemeth & Hart Inc., Judgment Creditor's Attorneys, 281 Pietermaritz Street, Pietermaritzburg. (Ref. ABB/06N0368/95.)

Case 3246/95

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

In the matter between **Nedcor Bank Limited,** Plaintiff, and **B. W. Landman,** Defendant

In pursuance of a judgment granted 13 April 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 29 September 1995 at 10:00, in front of the Magistrate's Court Building, 22 Chancery Lane, Pinetown:

Description: Subdivision 633 (of 216) of the farm Albinia 957, situated in the Hillcrest Town Board Area and in Port Natal-Ebhodwe Joint Services Board Area, Administrative District of Natal, measuring 3 700 square metres, held under Deed of Transfer T1644/91.

Physical address: 34 Mill Road, Hillcrest, Pinetown.

Improvements: Double storey, detached face brick dwelling under tile:

First Floor: Four bedrooms, one and a half bathroom.

Ground Floor: Two bedrooms, two bathrooms, study, kitchen, laundry and pantry, lounge, dining-room, family room/bar, covered patio, three garages, loft, portico, swimming-pool, two servants' quarters and ablution (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 the date of sale. The Sheriff shall, if requested by the Exeuction Creditor, require any bidder to deposit with him in cash an amount equal to 10% (ten per cent) of the amount owning to the Execution Creditor, before accepting any bid from such bidder.

3. The full conditions may be inspected at the office of the Sheriff, Pinetown, or at the offices of Dickinson & Theunissen.

Dated at Pinetown on this the 22nd day of August 1995.

Dickinson & Theunissen, Plaintiff's Attorneys, Second Floor, Permanent Building, Chapel Street, Pinetown.

Case 7628/93

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

In the matter between **Farouk Khan,** Plaintiff, and **Dhanapalan Nadasen,** Defendant

In pursuance of a judgment in the Magistrate's Court of Durban, held at Durban, and a writ of execution, issued thereafter, the immovable property listed hereunder will be sold in execution by the Sheriff of the Court, Durban, on 26 September 1995 at 14:00, at the front entrance of the Magistrate's Court, Somtseu Road, Durban:

Description of property: Remainder of Subdivision 5 of Lot 58, Springfield, City of Durban, Administrative District of Natal, in extent one thousand seven hundred and eighty six (1 786) square metres.

Postal address of property: 231 Quarry Road, Springfield, Durban.

Improvements: Brick/asbestos roof house consisting of two bedrooms, lounge, kitchen, toilet/bath with tub and shop with open space with verandah.

Outbuilding: Incomplete outbuilding, no roof, no windows, incomplete toilet and bathroom (the nature, extent, condition, existence and description of the improvements are not guaranteed, and are sold voetstoots).

Zoning: Special residential (the accuracy hereof is not guaranteed):

Material conditions:

1. The sale shall be subject to the Magistrates' Courts Act, No. 32 of 1944, as amended, and the rules made thereunder.

2. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price and the autioneer's charges in cash at the time of the sale.

3. The balance of the purchase price is payable against transfer to be secured by a bank or building society guarantee approved by the Plaintiff's attorneys and to be furnished to the Sheriff within twenty-one (21) days after the date of sale.

4. The purchaser shall be liable for the payment of interest at the rate of 18,5% (eighteen comma five per cent) per annum, to the Plaintiff from the date of sale to date of registration of transfer.

5. Transfer shall be effected by the attorneys for the Plaintiff and the purchaser shall pay all transfer costs, including arrears and current rates, sewerage connection fees (if any), taxes and other charges necessary to effect transfer on request by the said attorneys.

6. The full conditions of sale may be inspected at the offices of the Sheriff at 15 Milne Street, Durban, and/or at the offices of the Plaintiff's attorneys, at Suite 1A, Third Floor, Goodhope Centre, 92 Queen Street, Durban, interested parties are asked to contact the Plaintiff, whom may be prepared to grant loan facilities to an approved purchaser.

Dated at Durban on this 22nd day of August 1995.

Farouk Vahed, Plaintiff's Attorney, Suite 1A, Third Floor, Goodhope Centre, 92 Queen Street, Durban. (Ref. Coll/um/K-80.)

Case 7165/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between **The Standard Bank of South Africa Limited,** Plaintiff, and **Jeevaruthnam Chinnamunsami Govender,** Defendant

In pursuance of a judgment granted in the Supreme Court of South Africa (Durban and Coast Local Division) under a writ of execution issued thereafter, the immovable property listed hereunder will be sold to the highest bidder without reserve on the steps of the Supreme Court, Masonic Grove, Durban at 10:00 on Friday, 29 September 1995:

Description: Lot 1322, Merewent, situated in the City of Durban, Administrative District of Natal, in extent six hundred and six (606) square metres, held under Deed of Transfer T31938/92.

Physical address: 39 Himalaya Road, Merebank, Durban, Natal.

Zoning: Special Residential.

The property consists of the following: House: Plastered walls under tiled roof. *Main house:* Three bedrooms, toilet, 1/2 tiled walls, bathroom, 1/2 tiled walls, bath, basin and toilet, lounge wooden floor, dining-room, wooden floor, kitchen, lino floor fitted cupboards. *Flatlet:* Brick under asbestos, two bedrooms, toilet/shower, kitchen, small office. The property is fully fenced.

Nothing in this regard is guaranteed.

1. The sale shall be subject to 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 Supreme Court, Durban South, 101 Lejaton, 40 St George's Street, Durban, Natal.

Dated at Durban on this the 23rd 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.507/J C Jones.)

Case 3591/95

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

In the matter between **KwaZulu Finance Investment Corporation Limited,** Plaintiff, and **Sipho Nicholas Hadebe,** Defendant

In pursuance of a judgment of the Court of the Magistrate of Newcastle and a writ of execution dated 21 August 1995 the undermentioned property will be sold in execution on 27 September 1995 at 10:00, at the front entrance of the Magistrate's Court, Newcastle, namely:

A certain Site Unit No. 1113, Unit F, Madadeni Township, District of Newcastle.

The property is improved, but nothing is guaranteed. The conditions of sale may be inspected at the office of the Sheriff of the Magistrate's Court at 36 York Road, Newcastle.

The conditions are mainly the following:

(1) The purchase price is payable in cash or guaranteed cheque immediately after conclusion of the auction.

(2) The property is sold voetstoots and subject to the conditions of the deed of grant.

Dated at Newcastle on this the 29th day of August 1995.

V. R. H. Southey, Hopkins & Southey, Attorneys for Plaintiff, 80 Harding Street, Newcastle.

Case 3582/95

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

In the matter between **KwaZulu Finance Investment Corporation Limited,** Plaintiff, and **Lefu Samuel Dhlamini,** Defendant

In pursuance of a judgment of the Court of the Magistrate of Newcastle and a writ of execution dated 21 August 1995 the undermentioned property will be sold in execution on 27 September 1995 at 10:00, at the front entrance of the Magistrate's Court, Newcastle, namely:

A certain Site No. Unit No. 6662, Unit 1, Osiweni Township, District of Newcastle.

The property is improved, but nothing is guaranteed. The conditions of sale may be inspected at the office of the Sheriff of the Magistrate's Court at 36 York Road, Newcastle.

The conditions are mainly the following:

(1) The purchase price is payable in cash or guaranteed cheque immediately after conclusion of the auction.

(2) The property is sold voetstoots and subject to the conditions of the deed of grant.

Dated at Newcastle on this the 29th day of August 1995.

V. R. H. Southey, Hopkins & Southey, Attorneys for Plaintiff, 80 Harding Street, Newcastle.

Case 464/95

IN THE SUPREME COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between **ABSA Bank Limtied,** trading as Trust Bank, Plaintiff, and **Paul David Becker,** First Defendant, and **Catherine Bernadette Becker,** Second Defendant

In pursuance of a judgment in the Supreme Court of South Africa (Durban and Coast Local Division) dated 17 March 1995, and a warrant of execution issued thereafter, the immovable property listed hereunder will be sold in execution, by the Sheriff for the Supreme Court, Durban Central, on Friday, 22 September 1995 at 10:00 at the front entrance of the Supreme Court, Masonic Grove, Durban, to the highest bidder without reserve:

Property description:

(a) Section 2 as shown and more full described on Sectional Plan SS267/1990, in respect of the scheme known as The Furns in respect of the land and building or buildings situated at Durban, in the Local Authority of Durban, of which section the floor area, according to said sectional plan is 117 (one hundred and seventeen) 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 of the said section as endorsed on the said sectional plan.

Improvements: Lounge, dining-room, kitchen, three bedrooms, 1½ bathrooms, single garage and private garden.

Nothing in this regard is guaranteed.

Physical address: 2 The Furns, 17 Marche Avenue, Manor Gardens, Durban.

Town planning zoning: Residential.

Material conditions and terms:

1. The sale shall be subject to the terms and conditions of the Supreme Court Act and the rules made thereunder.

2. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price and the auctioneer's commission in cash immediately after the sale and the balance against transfer to be secured by a bank or building society guarantee, to be furnished to the Sheriff within 14 (fourteen) days after the date of sale, to be approved by the Execution Creditor's attorneys.

3. Payment of Value-Added Tax which may be applicable in terms of Act 89 of 1991, shall be borne by the purchaser.

4. The purchaser shall be liable for the payment of interest to the Execution Creditor and to the bondholder/s (if any) from date of sale to date of registration of transfer, as set out in the conditions of sale.

5. Transfer will be effected by the attorneys for the Execution Creditor and the purchaser shall pay all transfer costs, including arrear and current rates, sewerage connection costs (if any), taxes, levies and other charges necessary to effect transfer upon request by the sale attorneys. The Court Sheriff shall not be obliged to point out any boundaries, pegs or beacons in respect of the property.

6. The full conditions of sale may be inspected at the offices of the Sheriff of the Supreme Court, Durban Central, 21 Stafmayer House, Beach Grove, Durban.

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

Jacobs & Partners, Plaintiff's Attorneys, 1401 Esvoval House, 437 Smith Street, Durban. (Ref. PDJ/BS/A95:10.)

Case 1814/95

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

In the matter between **NBS Bank Limited,** Plaintiff, and **Ntombikude Constance Maphanga,** Defendant

In pursuance of a judgment of the Court of the Magistrate of Newcastle and a writ of execution dated 17 May 1995 the undermentioned property will be sold in execution on 27 September 1995 at 10:00, at the front entrance of the Magistrate's Court, Newcastle, namely:

Lot 6133, Extension 34, Newcastle, Province of Natal.

The property is improved, but nothing is guaranteed. The conditions of sale may be inspected at the office of the Sheriff of the Magistrate's Court, at 36 York Road, Newcastle.

The conditions are mainly the following:

(1) The purchase price is payable in cash or guaranteed cheque immediately after conclusion of the auction.

(2) The property is sold voetstoots and subject to the conditions of the deed of grant.

Dated at Newcastle on this 29th day of August 1995.

V. R. H. Southey, for Hopkins & Southey, Attorneys for Plaintiff, 80 Harding Street, Newcastle.

Case 29533/95

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

In the matter between **Body Corporate Allenby West,** Plaintiff, and **F. Strydom,** Defendant

In pursuance of a judgment in the Magistrate's Court for the District of Durban, held at Durban, in the above-mentioned case, and by virtue of a writ of execution issued thereon, the property described as section 1 as shown on Sectional Plan No. 369/1984 in the building known as Allenby West, situated at Greenwood Park, Local Authority of Durban, of which section the floor area according to the sectional plan is 102 square metres, will be sold by public auction to the highest bidder at the front steps of the Magistrate's Court, Somtseu Road, Durban, on 17 October 1995 at 14:00.

S. Manikam & Associates, First Floor, Vareco House, 30 Masonic Grove, Durban. (Ref. Miss M. J. Smith/H.69.)

Case 8756/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between **The Standard Bank of South Africa Limited,** Plaintiff, and **Rosemary Bernadette Schorn,** First Defendant, and **Michelle Colleen Schorn,** Second Defendant

In pursuance of a judgment granted in the Supreme Court of South Africa (Durban and Coast Local Division), under a writ of execution issued thereafter, the immovable property listed hereunder will be sold to the highest bidder without reserve at the entrance to the Magistrate's Court, 22 Chancery Lane, Pinetown, on Friday, 29 September 1995 at 10:00:

Description:

1. Remainder of Lot 879, Pinetown Extension 15, situated in the Borough of Pinetown, and in the Port Natal-Ebhodwe Joint Services Board Area, Administrative District of Natal, in extent 2 752 (two thousand seven hundred and fifty-two) square metres.

2. Remainder of Lot 880, Pinetown Extension 15, situated in the Borough of Pinetown, and in the Port Natal-Ebhodwe Joint Services Board Area, Administrative District of Natal, in extent 1,0722 (one comma nought seven two two) hectares, held under Deed of Transfer T10502/93.

Physical address: 12 Trafalgar Place, Pinetown, Natal.

Zoning: Special Residential.

The property consists of the following: Brick under tile dwelling consisting of lounge, dining-room, kitchen, two bedrooms and bathroom with toilet and shower.

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 22nd day of August 1995.

Garlicke & Bousfield Inc., Plaintiff's Attorneys, 23rd Floor, Durban Bay House, 333 Smith Street, Durban, 4001. (Ref. S. L. Mayes/J. C. Jones/SB.602.)

Case 4318/94

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

In the matter between **G E A Motors,** Plaintiff, and **Dave Barker,** Defendant

In pursuance of a judgment granted on 13 July 1994, 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 29 September 1995 at 10:00, at the front entrance to the Magistrate's Court Building, Chancery Lane, Pinetown:

Description: Lot 42, West Riding, Hillcrest.

Postal address: 31 Marion Road, West Riding, Hillcrest. *Town-planning zoning:* Special Residential.

Improvements (not guaranteed): Single storey brick under tile roof dwelling comprising lounge, dining-room, family room, study, kitchen, three bedrooms, bathroom, bathroom/toilet, toilet, two showers, dressing-room and scullery.

The outbuildings comprise two garages, toilet and shower.

There is also a cottage comprising kitchen, lounge and bedroom.

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 full conditions of sale may be inspected at the office of the Sheriff of the Court, Pinetown, or at out offices.

3. The purchaser shall pay a deposit of ten per cent (10%) of the purchase price in cash at the time of the sale, the balance against transfer to be secured by a bank or building society guarantee to be approved by us and to be furnished to the Court Sheriff within fourteen (14) days after the date of sale.

4. Transfer shall be effected by the attorneys for the Plaintiff and the purchaser shall pay all transfer dues, including transfer duty, current and arrear rates and other necessary charges to effect transfer, upon request by the said attorneys.

5. Payment of the Sheriff/auctioneer's fees of four per cent (4%) is payable in cash immediately after the sale.

6. Possession and occupation of the property shall, subject to the rights of existing tenants pass to the purchaser upon the sale being effected, from which date of benefits, risks and liabilities in respect of the property shall pass to the purchaser.

7. The improvements on the property are as stated above but no guarantees are given in this regard.

8. The purchaser shall be liable for Value-Added Tax on the sale price as well as on the Sheriff's commission.

Dated at Pinetown on this 28th day of August 1995.

John Dua, Plaintiff's Attorneys, Suite 8, 3 Warwick Place, Pinetown. (Ref. Miss Hammond/LL/G31.)

Case 4318/94

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

In the matters between **G E A Motors,** Plaintiff, and **Dave Barker,** Defendant

The property which shall be put up for auction in this matter consists of:

A certain piece of land being Lot 42, West Riding, Hillcest.

Physical address: 31 Marion Road, West Riding, Hillcrest.

The sale shall be subject to the following conditions:

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 and to the highest bidder.

(c) If a representative of the bondholder or the bondholder's attorneys are not present at the sale in execution, the sale in execution will not proceed on that day and all wasted costs incidental thereto will be borne by the Plaintiff.

2. (a) If any dispute arises about any bid, the property may in the discretion of the Sheriff or the auctioneer again be put up for auction, and his discretion as to the final bidder shall under all circumstances be final.

(b) If the Sheriff or the auctioneer makes any mistake in selling, such mistake shall not be binding upon either party, but shall be rectified.

(c) If the Sheriff or the auctioneer suspects that a bidder is unable to pay either the deposit referred to in Condition 7, or the balance of the purchase price, he may refuse to accept the bid of such bidder or may accept if provisionally until the bidder shall have satisfied him that he is in a position to pay such amount. On the refusal of a bid under such circumstances, the property may immediately be again put up for auction.

3. The purchase shall immediately after the sale sign these conditions of sale after being requested by the Sheriff or the auctioneer to do so, and if he has bought in a representative capacity he shall state the name and address of his principal and exhibit has written authority. If no such authority be exhibited the highest bidder himself shall be regarded as the purchaser.

4. (a) The purchaser shall pay to the local authority or any other body or person entitled thereto all such rates and taxes, sanitary, electrical and water fees, levies road construction charges and unpaid drainage loans and other amounts whatsoever owing to the local authority and any other amount which must in Law be paid to procure transfer of the property and shall also pay to the Plaintiff's attorneys the cost of transfer, transfer duty, Value-Added Tax on the purchase price, licences, the cost of obtaining Master's approval, if necessary, certificates under the Administration of Estates Act, clearance certificates, sanitary fees, interest and all other amounts necessary to obtain transfer of the property.

(b) The purchaser shall pay to the Sheriff his commission calculted at 4% (four per centum) on the purchase price, plus Value-Added Tax thereon.

(c) Notwithstanding anything to the contrary aforesaid the amounts payable in terms of clause 4 (a) shall be paid to the Plaintiff's attorneys within seven (7) days and the amount payable in terms of clause 4 (b) shall be paid to the Sheriff immediately after the sale.

5. The property shall be sold subject to any valid existing tenancy. If the amount so realised is insufficient to meet the amount owing to the Plaintiff, then the property shall be sold free of any tenancy entered into after the registration of any bond passed over the above property in favour of the Plaintiff. Subject to the aforegoing the purchaser shall be entitled to occupation and possession of the property upon payment of the deposit referred to in clause 7 hereof and upon payment of the costs referred to in clause 4 hereof.

6. The Plaintiff and the Sheriff or the auctioneer give no warranty as to the state of the property sold. The property is deemed to have been purchased voetstoots. The property is sold in accordance with the title deed and diagrams (if any) and neither the Plaintiff nor the Sheriff nor the aucioneer warrants the area thereof. They shall not be liable for any deficiency therein nor shall the Plaintiff or the Defendant/s be entitled to benefit by any excess which may exist. The property is further sold in accordance with the conditions and servitudes, if any, set forth in the original and subsequent deeds of transfer and to all such other conditions as may exist in respect thereof. The Court Sheriff shall not be obliged to point out any boundaries, pegs or beacons in respect of the property.

7. The purchase price shall be paid as to 10% (ten per centum) thereof in cash or by bank-guaranteed cheue at the time of sale, and the full balance thereof together with interest at the current rate referred to in the warrant of execution on the amount of the Plaintiff's claim (and in the event of there being any other preferent creditor then the interest payable upon such preferent creditor's claim, except where the Plaintiff is the purchaser) from the date of sale to the date of transfer shall be secured by a bank or building society guarantee in a form acceptable to the Plaintiff's conveyancers. The guarantee shall be delivered by the purchaser to the Sheriff upon the Sheriff's instructions, to the Plaintiff's conveyancers, within 14 (fourteen) days of the date of sale and shall provide for the payment of the full balance and any such interest payable as aforesaid provided that if the Plaintiff be the purchaser then no deposit or guarantee will be necessary and the Plaintiff shall pay the full purchase price plus interest to the Sheriff of the Court in cash against transfer.

8. The purchaser shall be responsible for payment of insurance premiums in respect of any insurance policy for improvements upon the aforesaid property, which fall due after signature by the purchaser of these conditions. Should any improvements not be insured the Sheriff may require that the purchaser insures the improvements at his own expense, failing which the Sheriff may do so at the purchaser's expense.

9. (a) Should the purchaser fail to comply with any of the conditions hereinbefore set out then and in such event the sale shall at the election of the Plaintiff be cancelled by notice in writing sent by the Sheriff to the purchaser. Such notice shall be sent to the purchaser at the address of the property hereby sold whether or not the purchaser is in occupation of such premises or, alternatively, at the election of the Sheriff, to the purchaser at any other address which may previously have been nominated by the purchaser.

(b) In the event of the sale being cancelled as aforesaid and in the event of the whole deposit referred to in Clause 7 hereof having been paid, the purchaser shall forfeit for the benefit of the Plaintiff such deposit as "rouwkoop".

(c) In the event of the sale being cancelled as aforesaid and in the event of the deposit referred to in Clause 7 hereof or part thereof not having been paid then the purchaser shall be liable to in Clause 7 hereof or part thereof not having been paid then the purchaser shall be liable to the Plaintiff in respect of an amount equal to the 10% (ten per centum) deposit referred to above or the balance thereof as the case may be.

(d) Notwithstanding anything to the contrary herein contained the Plaintiff shall have the right to recover from the purchaser any loss whatsoever which it may sustain as a result of the breach by the purchaser of any of the conditions hereof. Such loss shall be deemed to include but shall not necessarily be restricted to the amount by which the selling price to the purchaser exceeds the selling price obtained at any subsequent sale of the property by the Sheriff and all costs of whatsoever nature relating to this sale and any subsequent sale of the property (save in so far as such costs may be recovered from any subsequent purchaser).

(e) Should any loss be sustained as a result of the cancellation hereof then such loss shall be deemed to have been sustained by the Plaintiff notwithstanding that the Plaintiff is not a party to this deed of sale and the Plaintiff shall thereupon have the right to take any action to recover any amounts as contemplated in terms of the aforegoing.

(f) Should the Plaintiff fail to advise the Sheriff to the contrary within three (3) days of the signing hereof, the Plaintiff shall be deemed to have accepted the benefits herein conferred upon it.

10. Transfer shall be given as soon as possible after the sale and compliance with these conditions, and shall be passed by the Plaintiff's conveyancers.

11. Any notice to be given to the purchaser in terms of these conditions shall be deemed to have been delivered to the purchaser if addressed to him by prepaid registered post at the property hereby purchased, which property the purchaser hereby chooses as his "domicilium citandi et executandi" for all purposes hereunder.

Dated at Pinetown this 28th day of August 1995.

John Dua, P.O. Box 2751, Pinetown, 3600. [Tel. (031) 701-5000.] [Fax. (031) 701-9555.]

Case 4448/95
PH 132

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

In the matter between **NBS Bank Limited,** Execution Creditor, and **Weena Gale Nel,** Execution Debtor

In pursuance of a judgment in the above action the immovable property listed hereunder will be sold in execution on 28 September 1995 at 10:00, at in front of the Magistrate's Court-house, Somtsue Road, Durban, to the highest bidder:

Description: A unit consisting of:

(a) Section 31 as shown and more fully described on Sectional Plan SS219/81 in the scheme known as Whitehaven in respect of the land and building or buildings situated at Durban, City of Durban, Administrative District of Natal, of which section the floor area, according to the said sectional plan is 46 (forty-six) square metres in extent; and

(b) an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan.

Held under Deed of Transfer ST2567/94.

Situated at 64 Whitehaven, Gillespie Street, Durban.

Improvements: A bachelor flat.

N.B.! Nothing is guaranteed.

Municipal electricity and water supply: Local authority. Vacant possession is not guaranteed.

Material conditions of sale:

1. The purchaser shall pay a deposit of 10% (ten per 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 Magistrates' Court, Durban Central, 21 Stafmayer House, Beach Grove, Durban. Tel. 305-8444.

Dated at Durban this 23rd day of August 1995.

Chapman Dyer Miles & Moorhead, Attorneys for Execution Creditor, 10th Floor, NBS Building, 300 Smith Street, Durban. (Ref. DS/pp/05/N644/95.)

Case 30702/95
PH 132

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

In the matter between **NBS Bank Limited,** Execution Creditor, and **Ramesh Rambhawan,** First Execution Debtor, and **Shamadevi Rambhawan,** Second Execution Debtor

In pursuance of a judgment in the above action the immovable property listed hereunder will be sold in execution on 28 September 1995 at 10:00, at the front entrance of the Magistrate's Court, Somtsue Road, Durban, to the highest bidder:

Description: Remainder of Lot 564, Sea View, situated in the City of Durban, Administrative District of Natal, in extent 1 461 (one thousand four hundred and sixty-one) square metres, held under Deed of Transfer T28456/94, subject to all the terms and conditions contained therein, situated at 19 Deepdale Road, Sea View, Durban.

Improvements: One brick under tile dwelling consisting of a lounge, dining-room, kitchen, three bedrooms, two showers, two toilets, fitted carpets, garage, tandem carport, servants' quarters with toilet, shower and swimming-pool. N.B.! Nothing is guaranteed.

Municipal electricity and water supply: Local authority. Vacant possession is not guaranteed.

Material conditions of sale:

1. The purchaser shall pay a deposit of 10% (ten per 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 Magistrates' Court, Durban Central, 21 Stafmayer House, Beach Grove, Durban. Tel. 305-8444.

Dated at Durban this 23rd day of August 1995.

Chapman Dyer Miles & Moorhead, Attorneys for Execution Creditor, 10th Floor, NBS Building, 300 Smith Street, Durban. (Ref. DS/pp/05/N7011/95.)

Case 30253/95

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

In the matter between **NBS Bank Limited** (Reg. No. 87/01384/06), Plaintiff, and **Rookmoniammal Govender** N.O., First Defendant, and **Rookmoniammal Govender,** Second Defendant

In pursuance of a judgment granted on 22 June 1995 in the above action and under a writ of execution issued thereafter, the immovable property listed hereunder shall be sold in execution to the highest bidder on 26 September 1995 at 10:00, at the front entrance to the Magistrate's Court, Chatsworth:

Description: Subdivision 1600 of the farm Mobeni 13538, situated in the City of Durban, Administrative District of Natal, in extent 465 square metres.

Address: 62 Meranti Street, Mobeni Heights, Chatsworth.

Improvements: Brick under tile roof dwelling comprising three bedrooms (en suite), all carpeted, lounge, dining-room, kitchen bic tiled, bathroom/toilet, toilet and verandah. *Outbuildings:* Garage, room, kitchen, toilet and bathroom, driveway and yard fenced.

1. (a) The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.

(b) The property shall be sold without reserve to the highest bidder.

2. The purchaser shall pay a deposit of 10% (ten per centum) of the purchase price and the auctioneer's commission in cash immediately after the sale and the balance to be secured by a bank or building society guarantee.

The full conditions of sale may be inspected at the offices of the Sheriff of the Magistrate's Court, Chatsworth.

Jackson & Ameen, Plaintiff's Attorneys, Fifth Floor, Fenton House, Fenton Road, Durban. (Ref. Colls/P. Murugan/ KK/05N225089.)

Case 75407/93

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

In the matter between **Mrs T. Naidu,** Plaintiff, and **Rajoo Naidoo,** First Defendant, and **Magantheran Naidoo,** Second Defendant

In pursuance of a judgment granted on 5 August 1994 in the above action and under a writ of execution issued thereafter, the immovable property listed hereunder shall be sold in execution to the highest bidder on 29 September 1995 at 10:00, at the front entrance to the Magistrate's Court, 22 Chancery Lane, Pinetown:

The First Defendant's 10/59th share held under Deed of Transfer T10356/82 and a 8/59th share held under Deed of Transfer T20861/82 in the property described as:

Description: Lot 1861, Kloof, Borough of Kloof Administrative District of Natal, in extent 5,9653 hectares.

Address: Lot 1861, Kloof, Wyebank, Natal.

Improvements: Vacant land.

1. (a) The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.

(b) The property shall be sold without reserve to the highest bidder.

2. The purchaser shall pay a deposit of 10% (ten per centum) of the purchase price and the auctioneer's commission in cash immediately after the sale and the balance to be secured by a bank or building society guarantee.

The full conditions of sale may be inspected at the offices of the Sheriff of the Magistrate's Court, Pinetown.

Jackson & Ameen, Plaintiff's Attorneys, Fifth Floor, Fenton House, Fenton Road, Durban. (Ref. Colls/P. Murugan/ KK/05N265001.)

Case 967/90

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 **Dumisani Emmanuel Dladla,** Execution Debtor

In pursuance of a judgment in the Supreme Court, dated 20 March 1990, and a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 29 September 1995 at 10:00, in front of the Magistrate's Court, Moss Street, Verulam, to the highest bidder:

Property description: Ownership Unit J110, in the Township of kwaMashu, District of Ntuzuma, measuring 418 square metres, represented and described on General Plan BA189/1978.

Postal address: J110, kwaMashu.

Improvements: Brick under tile dwelling with water and lights consisting of pre-cast fencing, 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).

Zoning (the accuracy hereof is not guaranteed): Special Residential.

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 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 22,75% (twenty-two 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), 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, Area 1, 2 Mountview Shopping Centre, corner of Inanda Road and Jacaranda Avenue, Mountview, Verulam, and interested parties are asked to contact the Execution Creditor who may be prepared to grant loan facilities to an approved purchaser.

Dated at Durban this 28th day of August 1995.

Shepstone & Wylie, Execution Creditor's Attorneys, Scotswood, 37 Aliwal Street, Durban. (Ref. C:/Nedperm/sale/D94.)

ORANGE FREE STATE
ORANJE-VRYSTAAT

Saak 567/94

IN DIE LANDDROSHOF VIR DIE DISTRIK HENNENMAN GEHOU TE HENNENMAN

In die saak tussen **Allied Bank Beperk,** Vonnisskuldeiser, en **Mohatla Piet Matsikitlane,** Vonnisskuldenaar

Ter voldoening van 'n vonnis wat bogenoemde Vonnisskuldeiser teen die Vonnisskuldenaar verkry het op 23 November 1994 en ter uitvoering van 'n lasbrief vir eksekusie gedateer 7 Desember 1994, sal die ondergenoemde eiendom per openbare veiling verkoop word te die Landdroskantoor, Hennenman, 15 September 1995 om 10:00:

Erf 2199, Phomolong, Hennenman, groot 259 vierkante meter, geleë te Phomolong 2199, Hennenman.

Verbeterings: Sitkamer, eetkamer, kombuis, drie slaapkamers, badkamer, toilet en enkelmotorhuis.

Terme: 10% (tien persent) van die koopsom sal betaalbaar wees by toeslaan van die bod op die koper en moet die koper 'n goedgekeurde waarborg voorsien binne 14 dae daarna. Die eiendom word voetstoots verkoop sonder enige waarborge hoegenaamd. Die verkoopvoorwaardes is by ondergetekende en die afslaer, P. J. Swart, Balju van die Landdroskantoor, Hennenman, verkrygbaar en sal by die afslaer ter insae lê en sal voor die verkoping deur die afslaer uitgelees word.

Geteken te Hennenman hierdie 8ste dag van Augustus 1995.

J. C. Barnard, vir Maree & Vennote, E M F-gebou, Steynstraat 40, Posbus 23, Hennenman.

Case 2452/94

IN THE SUPREME COURT OF SOUTH AFRICA
(Free State Provincial Division)

In the matter between **The Standard Bank of South Africa Limited,** Plaintiff, and **Mantoa Dorothy Sebolai** (I.D. No 6407130608087), Defendant

In execution of a judgment of the Supreme Court of South Africa (Free State Provincial Division) in the above-mentioned suit, a sale with/without reserve price is to take place at the Peet Avenue Entrance of the Magistrate's Court, Bloemfontein, State Province on Friday, 22 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, Bloemfontein East, 5 Barnes Street, Bloemfontein, Free State Province, prior to the sale:

Erf 15482, Mangaung, District of Bloemfontein, measuring 198 (one hundred and ninety-eight) square metres, as shown on General Plan L66/1988, held under Deed of Transfer TL16081/1988, subject to the conditions contained therein, consisting of lounge, two bedrooms, kitchen and bathroom/toilet.

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 date of the sale.

D. A. Honiball (NS418A), c/o Israel & Sackstein, Attorney for Plaintiff, 26/28 Aliwal Street, Bloemfontein.

Case 5310/93

IN THE SUPREME COURT OF SOUTH AFRICA
(Free State Provincial Division)

In the matter between **The Standard Bank of South Africa Limited,** Plaintiff, and **Fikile Kleinbooi Magu** (I.D. No 5508305522085), First Defendant, and **Mantsho Rosina Magu** (I.D. No 5506110691087), Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Free State Provincial Division) in the above-mentioned suit, a sale with/without reserve price is to take place at the Peet Avenue Entrance, of the Magistrate's Court, Bloemfontein, Free State Province, on Friday, 22 September 1995 at 10:00, of the undermentioned property of the Defendants on the conditions to be read out by the auctioneer at the time of the sale and which conditions may be inspected at the office of the Sheriff, Bloemfontein East, Free State Province, prior to the sale:

Erf 16596, Mangaung, District of Bloemfontein, measuring 245 (two hundred and forty-five) square metres, as shown on General Plan L64/1988, held under Deed of Transfer TL7455/1991, subject to the conditions contained therein.

Consisting of lounge, two bedrooms, kitchen and bathroom/toilet.

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, building society or other acceptable guarantee furnished within 21 (twenty-one) days from date of the sale.

D. A. Honiball (NS9976), c/o Israel & Sackstein, Attorney for Plaintiff, 26/28 Aliwal Street, Bloemfontein.

Case 3817/93

IN THE SUPREME COURT OF SOUTH AFRICA
(Free State Provincial Division)

In the matter between **The Standard Bank of South Africa Limited,** Plaintiff, and **Moloko Cheriobin Nkosi** (I.D. No 6301190700084), Defendant

In execution of a judgment of the Supreme Court of South Africa (Free State Provincial Division) in the above-mentioned suit, a sale with/without reserve price is to take place at the Peet Avenue Entrance, of the Magistrate's Court, Bloemfontein, Free State Province, on Friday, 22 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, Bloemfontein East, 5 Barnes Street, Bloemfontein, Free State Province, prior to the sale:

Erf 16799, Mangaung, District of Bloemfontein, measuring 545 (five hundred and forty-five) square metres, as shown on General Plan L64/1988, held under Deed of Transfer L13511/1991, subject to the conditions contained therein.

Consisting of lounge, two bedrooms, kitchen and bathroom/toilet.

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, building society or other acceptable guarantee furnished within 21 (twenty-one) days from date of the sale.

D. A. Honiball (NS9711), c/o Israel & Sackstein, Attorney for Plaintiff, 26/28 Aliwal Street, Bloemfontein.

Case 468/93

IN THE SUPREME COURT OF SOUTH AFRICA
(Free State Provincial Division)

In the matter between **The Standard Bank of South Africa Limited,** Plaintiff, and **Maria Massello Mondluli,** Identity Number 6207060429086, Defendant

In execution of a judgment of the Supreme Court of South Africa (Free State Provincial Division) in the above-mentioned suit, a sale with/without reserve price is to take place at the Peet Avenue entrance of the Magistrate's Court, Bloemfontein, Free State Province, on Friday, 22 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, Bloemfontein East, 5 Barnes Street, Bloemfontein, Free State Province, prior to the sale:

Erf 15528, Mangaung, District of Bloemfontein, measuring 198 (one hundred and ninety-eight) square metres, as shown on General Plan L66/1988, held by Certificate of Registered Grant of Leasehold TL10513/1991, subject to the conditions contained therein, consisting of lounge, two bedrooms, kitchen and bathroom/toilet.

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 date of the sale.

D. A. Honiball, c/o Israel & Sackstein, Attorney for Plaintiff, 26/28 Aliwal Street, Bloemfontein. [Ref. D. A. Honiball (NS9117).]

Saak 13739/95

IN DIE LANDDROSHOF VIR DIE DISTRIK BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

In die saak tussen **NBS Bank Beperk,** Eiser, en **Froso Kourouvakalis,** Verweerder

Ingevolge 'n vonnis gedateer 14 Julie 1995, en 'n lasbrief vir eksekusie in die Landdroshof van Bloemfontein, sal die volgende eiendom per publieke veiling verkoop word op Vrydag, 6 Oktober 1995 om 10:00, te die Peetlaan-ingang van die Landdroshof, Bloemfontein:

Sekere Erf 4419, Uitbreiding 22, geleë in die stad en distrik Bloemfontein, groot 1 037 m^2, gehou kragtens Transportaktes Nos. T6479/88 en T6403/93, beter bekend as Wardenstraat 30, Noordhoek, Bloemfontein.

Verbeterings: Drie slaapkamerwoonhuis met sitkamer, eetkamer, kombuis, twee badkamers, stort, twee toilette, twee motorhuise 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 19,25% (negentien komma twee vyf persent) per jaar vanaf datum van die verkoping tot datum van registrasie van transport, sal binne 14 dae betaal word of gewaarborg word deur 'n goedgekeurde bank- of 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 16de dag van Augustus 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 1718/95

IN DIE LANDDROSHOF VIR DIE DISTRIK SASOLBURG GEHOU TE SASOLBURG

In die saak tussen **Eerste Nasionale Bank,** Eiser, en **Mark Leslie Hill,** Verweerder

Ingevolge 'n vonnis van die Landdroshof vir die distrik Sasolburg, gedateer 5 Julie 1995, en 'n lasbrief vir eksekusie gedateer 12 Julie 1995, sal die volgende eiendom met verbeterings daarop, in eksekusie verkoop word op Vrydag, 29 September 1995 om 10:00, by die Landdroskantoor, Sasolburg:

Sekere Erf 5224, geleë in die dorp Sasolburg-uitbreiding 5, distrik Parys, provinsie Vrystaat, groot 1 443 (eenduisend vierhonderd drie-en-veertig) vierkante meter.

Die eiendom word verkoop onderhewig aan betaling van tien persent (10%) van die koopprys by sluiting van die koopooreenkoms en die balans teen registrasie van transport aan die koper. Gemelde balans moet verseker word deur 'n aanvaarbare waarborg wat aan die Balju voorsien moet word binne veertien (14) dae vanaf datum van verkoping. Die verkoping is onderhewig aan artikel 66 van die Wet op Landdroshowe, No. 32 van 1944, soos gewysig.

2. Die volle voorwaardes van die eksekusieverkoping wat op die koper bindend sal wees sal voor die verkoping uitgelees word en kan gedurende kantoorure nagegaan word by die kantoor van die Balju, Sasolburg, en by die kantore van die Eiser se prokureurs.

Aldus geteken te Sasolburg op hierdie 15de dag van Augustus 1995.

S. J. du Plessis, vir De Beer & Claassen, Posbus 77, Sasolburg, 9570. (Verw. Benita Coetsee/mr/G8116.)

Saak 106/95

IN DIE LANDDROSHOF VIR DIE DISTRIK LINDLEY GEHOU TE LINDLEY

In die saak tussen **Saambou Bank,** Eksekusieskuldeiser, en **J. C. Weilbach,** Eksekusieskuldenaar

Ter uitvoering van die uitspraak en vonnis toegestaan deur hierdie Agbare Hof op 25 Julie 1995, en 'n lasbrief vir eksekusie uitgereik teen Verweerder sal die ondervermelde eiendom per openbare veiling verkoop word aan die hoogste bieër op sodanige terme en voorwaardes as wat ten tye van die verkoping voorgelees word deur die Balju, Lindley, te die perseel geleë te die Landdroskantore, Lindley, op Vrydag, 6 Oktober 1995 om 11:00, naamlik:

Sekere Erf 64, geleë in die dorp en distrik Lindley, groot 1 487 (eenduisend vierhonderd sewe-en-tagtig) vierkante meter, gehou kragtens Transportakte T1953/92.

Terme: Die koper sal onmiddellik na afloop van die veiling 10% (tien persent) van die koopsom en afslaersgelde aan die Geregsbode van die Hof betaal, in kontant, en sal sekuriteit stel vir die balans van die koopsom deur die verskaffing van 'n aanvaarbare bank- of bouverenigingwaarborg binne 'n periode van veertien (14) dae na afloop van die veiling.

Voorwaardes: Volledige verkoopvoorwaardes lê ter insae ten kantore van die Geregsbode van die Hof en te E. G. Cooper & Seuns, Cooperhuis, St Andrewstraat 157, Bloemfontein, waar dit tydens kantoorure besigtig kan word.

Geteken te Bloemfontein hierdie 25ste dag van Augustus 1995.

E. G. Cooper & Seuns, Posbus 27, Bloemfontein. [Tel. (051) 47-3374/8.]

Saak 13685/93

IN DIE LANDDROSHOF VIR DIE DISTRIK BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

In die saak tussen **Eerste Nasionale Bank van Suidelike Afrika Beperk,** Eiser, en **mnr. J. Juries,** Verweerder

Ingevolge 'n vonnis, gedateer 2 September 1993, en 'n lasbrief vir eksekusie in die Landdroshof van Bloemfontein, sal die volgende eiendom per publieke veiling verkoop word op Vrydag, 6 Oktober 1995 om 10:00, te die Peetlaan-ingang van die Landdroshof, Bloemfontein:

Sekere Erf 2690 en Erf 2691, geleë in die dorp Ashbury-uitbreiding 5, distrik Bloemfontein, beter bekend as Leeubekkiestraat 25 en 27, Heidedal, Bloemfontein, groot 567 m^2 en 524 m^2, gehou kragtens Transportakte T4172/1986 en T5278/1985, Leeubekkiestraat 25 en 27, Heideldal, Bloemfontein.

Verbeterings: Woonhuis bestaande uit vier slaapkamers, drie badkamers, kombuis, sitkamer en eetkamer.

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 16% (sestien 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 uitgeles sal word onmiddellik voor die verkoping, kan gedurende kantoorure by die kantoor van die Balju ingesien word.

Gedateer te Bloemfontein hierdie 24ste dag van Augustus 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.)

Case 5523/92

IN THE SUPREME COURT OF SOUTH AFRICA

(Free State Provincial Division)

In the matter between **The Standard Bank of South Africa Limited,** Plaintiff, and **Johannes Stefanus van Molendorff,** Identity Number 4406225038087, Defendant

In execution of a judgment of the Supreme Court of South Africa (Free State Provincial Division) in the above-mentioned suite, a sale with/without reserve price is to take place at the Magistrate's Court, Phillip Street, Parys, Free State Province, 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 and which conditions may be inspected at the office of the Sheriff, N V Building, Maré Street, Parys, Free State Province, prior to the sale:

"(a) Deel 4, soos aangetoon en vollediger beskryf op Deelplan SS52/1991, in die skema bekend as Villa Riviera, ten opsigte van die grond en gebou of geboue geleë te Parys, van welke deel die vloeroppervlakte, volgens genoemde deelplan, 55 (vyf-en-vyftig) vierkante meter groot is; en

(b) 'n onverdeelde aandeel in die gemeenskaplike eiendom in die skema aan genoemde deel toegedeel in ooreenstemming met die deelnemingskwota van genoemde deel soos op genoemde deelplan aangeteken.".

Consisting of dining-room, lounge, bedroom, kitchen, bathroom/toilet and carpets.

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 date of the sale.

D. A. Honiball, c/o Israel & Sackstein, Attorneys for Plaintiff, 26/28 Aliwal Street, Bloemfontein. [Ref. D. A. Honiball (NR1242).]

Saak 694/95

IN DIE LANDDROSHOF VIR DIE DISTRIK WELKOM GEHOU TE WELKOM

In die saak tussen **Eerste Nasionale Bank,** Vonnisskuldeiser, en **mev. E. Brits,** Vonnisskuldenaar

Ingevolge 'n vonnis gelewer op 20 Junie 1995, in die Welkom, Landdroshof, en 'n lasbrief van eksekusie daarna uitgereik, word die eiendom hieronder beskryf in eksekusie verkoop op 29 September 1995 om 11:00, voor die Tulbagh Ingang, tot die Landdroskantore, Heerenstraat, Welkom, 9460, deur C P C Afslaers, aan die persoon wat die hoogste aanbod maak, naamlik:

Beskrywing: Erf 3541, Riebeeckstad, Welkom, 9460, groot agthonderd drie-en-dertig (833) vierkante meter, gehou kragtens Transportakte T5230/1990.

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 30ste dag van Augustus 1995.

T. Wolmarans, vir Symington & De Kok, Sonleyri Chambers, Heerenstraat 24, Posbus 2175, Welkom, 9460. [Tel. (057) 353-3051.]

Case 10296/93

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

In the matter between **ABSA Bank Limited,** Plaintiff, and **Velezweni Donatus Zondi,** First Defendant, and **Bongisiwe Phyllis Zondi,** Second Defendant

In pursuance of a judgment in the Court of the Welkom Magistrate's Court, granted on 27 September 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 6 October 1995 at 11:00, at the Tulbagh Street entrance to the Magistrate's Court, Welkom, namely certain:

Certain Erf 7734, situated in the City of Welkom, District of Welkom, measuring 892 (eight hundred and ninety-two) square metres, held by the Defendants by Virtue of Deed of Transfer T15695/1991, known as 62 Constantia Street, Welkom.

Improvements: Residential property with lounge, dining-room, kitchen, three bedrooms, bathroom, garage, servants' quarters and toilet (none of which are guaranteed).

Terms:

1. The purchase price is payable as follows:

1.1 10% (ten per cent) thereof on the day of the sale; and

1.2 the balance together with interest shall be paid or secured by a bank or building society guarantee within 14 days after the date of the date of sale.

2. The sale shall in all respects be governed by the applicable provisions of the Magistrates' Courts Act of 1944, as amended, and the rules promulgated thereunder.

3. The property shall be sold voetstoots to the highest bidder.

4. The purchaser shall be liable for and shall pay to the Plaintiff's conveyancers on rquest, 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 30th 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/UN118.)

PUBLIC AUCTIONS, SALES AND TENDERS
OPENBARE VEILINGS, VERKOPE EN TENDERS

TRANSVAAL

RADLEY VEILINGS BK

(CK87/02062/23)

INSOLVENTE BOEDELVEILING VAN RUIM EENSLAAPKAMERWOONSTEL, SUNNYSIDE

1. *Wanneer:* Vrydag, 22 September 1995 om 11:00.

2. *Waar:* Elsenberg 507, Cellliersstraat 46, Sunnyside (op perseel).

3. In opdrag van die Kurator van die insolvente boedel **D. H. J.** en **A. J. M. Britz,** T1263/95, verkoop ons die volgende:

3.1 *Eiendom:* Deel 43 van die skema Elsenberg, geleë te Erf 1149, Sunnyside, ook bekend as Elsenberg 507, Cellliersstraat 46, Sunnyside, groot 53 m^2. Ruim eenslaapkamerwoonstel met groot leefkamer, badkamer en kombuis.

4. *Voorwaardes van verkoop:* 'n Deposito van 20% (twintig persent) van die volle koopprys, by die toeslaan van die bod. Balans 30 dae daarna, by wyse van waarborg. *Let wel:* Die verkoop van die eiendom is onderhewig aan 'n bekragtigingsperiode van 14 dae.

5. Vir nadere besonderhede, skakel Chris of Joon Radley by (012) 991-2981 kantoorure, of (012) 991-2983 na-ure.

RADLEY VEILINGS BK

(CK87/02062/23)

LIKWIDASIE VEILING VAN HOEWEGRENS AAN VAALRIVIER

1. *Wanneer:* Vrydag, 15 September 1995 om 11:00.

2. *Waar:* Sien ligging.

3. In opdrag van die Likwidateur van **Esthee & Thinus Beleggings BK,** in likwidasie, T1903/94, verkoop ons die volgende:

3.1 *Eiendom:* Gedeelte 21 ('n gedeelte van Gedeelte 7) van die plaas Oorbietjesfontein IQ 569, groot 7,4178 ha. Op die eiendom is 'n lapa met 'n rivier uitsig, sementdam, watertenk met dompelpomp en kampe.

4. *Voorwaardes van verkoop:* 'n Deposito van 20% (twintig persent) van die volle koopprys, by die toeslaan van die bod. Balans 30 dae daarna, by wyse van waarborge.

5. *Ligging:* Vanaf Johannesburg op die N1 (Suid) draai regs by die Vanderbijlpark/Potchefstroom afrit, 12,5 km draai links by Lindequesdrifbord, 4,1 km draai links, pad vurk onmiddelik hou regs, 3,4 km grondpad, eiendom links.

Vir nadere besonderhede, skakel Chris of Joan Radley by (012) 991-2981 kantoorure, of (012) 991-2983 na-ure.

VAN'S AFSLAERS

VEILING VAN BATES

In opdrag van die Kurator van insolvente boedel **J. P. Kotze,** T4445/94, verkoop Van's Afslaers ondervermelde bates, onderhewig aan bekragtiging, of soos afgekondig, per openbare veiling op:

1. *15 September 1995 om 10:00:* Amarula Wildplaas, groot 1 136,9 ha, Groblersdal, met wild, beeste, masjinerie en toerusting.

2. *21 September 1995 om 10:00:* Huishoudelike meubels, toerusting, gimnasium en lugreëlaars.

3. *22 September 1995 om 10:00:* Drieslaapkamermeenthuis bekend as Eenheid 2, Skema SS230, Westrahof, Witbank, groot 234 m^2 ter plaatse.

4. *22 September 1995 om 12:00:* Luukse vyfslaapkamerwoning te Haarhoffstraat 39, Groblersdal, groot 2 523 m^2 ter plaatse.

5. *28 September 1995 om 10:00:* Hoeveelheid motors, bakkies en vragmotors te die lokale van Van's Afslaers, Pretoria.

6. *29 September 1995 om 11:00:* Higveld Drankwinkel te Kerkstraat 103, Ermelo, as lopende onderneming.

7. *29 September 1995 om 12:00:* Spot-On Drankwinkel te Naudestraat 12, Ermelo, as lopende onderneming.

Betaling eiendomme: 10% (tien persent) deposito plus kommissie. Balans binne 30 dae.

Betaling losgoed: Konant of gewaarborgde tjeks alleen.

Inligting: Skakel Van's Afslaers, (012) 335-2974.

VERED AUCTIONEERS

INSOLVENT ESTATE G. M. GERZST, MASTER'S REF. T3237/93

Instructed by the Trustee in the above matter we will sell by public auction a collection of valuable coins comprising various S.A. Short Proof Sets, S.A. Long Sets, Krugerrands, overseas coins, Miscellaneous Proof Sets, bank notes, 1959 and 1954 SS Crowns and more.

Terms: Payment in full by means of cash or bank-guaranteed cheque immediately after the auction.

Condition: The lots will be sold to the highest accepted bidder without reserve.

Date of sale: On Thursday, 21 September 1995 at 17:00, at Vered Auctioneers.

Viewing: The coins can be viewed on the day of the auction at Vered Auctioneers' Boardroom, Vered House, 29 Tyrone Avenue, Parkview, Johannesburg.

Dated 25 August 1995.

For further information please contact the auctioneers: Vered, (011) 646-5432; P.O. Box 84272, Greenside, 2034.

VAN'S AFSLAERS

VEILING: EIENDOM

In opdrag van die Kurator van insolvente boedel **Q. R. Ashley,** T111/95, verkoop Van's Afslaers ondervermelde eiendom, onderhewig aan bekragtiging, per openbare veiling op 14 September 1995 om 11:00, te Eenheid 2, Bosbok, Hoytsingel 176, Moreletapark.

Beskrywing: Eenheid 2, Skema 705SS Bosbok, Moreltapark, groot 116 m^2.

Verbeterings: Tweeslaapkamerduetwoning.

Betaling: 10% (tien persent) deposito plus kommissie. Balans binne 30 dae.

Inligting: Van's Afslaers, (012) 335-2974.

PHIL MINNAAR BK

(CK85/01372/73)

VEILING VAN VYFSLAAPKAMERWONING MET SWEMBAD IN GESOGTE BUURT, LINDEN

Ingevolge 'n skikking bereik tussen die Kurator in die insolvente boedel van **W. Wilson,** Meestersverwysing T2814/93, en ander partye sal die ondergemelde eiendom en losbates verkoop word ten behoewe van die insolvente boedel van **W. Wilson,** Woensdag, 20 September 1995 om 11:00:

Plek van veiling: Vierde Straat 116, Linden.

Beskrywing van eiendom: Gedeelte 29 van Erf 530, bekend as Vierde Straat 116, Linden, Registrasieafdeling IQ, Transvaal, groot 1 487 m².

Verbeterings: Hierdie woning bestaan uit vyf slaapkamers, twee badkamers met ekstra toilet, ingangsportaal, kombuis met spens en opwas, eetkamer, sitkamer, groot familiekamer, studeerkamer, stoorkamer, twee bediendekamers met geriewe, onderdak braai area, swembad met twee aantrekkamers, gevestigde tuin, sekuriteitshekke, diefwering, plaveisel en onderdakparkering.

Besigtiging:

Terme: 10% (tien persent) deposito in kontant of bankgewaarborgde tjek en balans binne 14 dae na aanvraag.

Afslaerskommissie: Betaalbaar deur koper met BTW daarop.

Navrae: Skakel Dirkie by (012) 322-8330/1.

Phil Minnaar BK, Posbus 28265, Sunnyside, 0132. [Tel. (012) 322-8330/1/2.] [Faks (012) 322-9263.]

NEW AUCOR LOGO

INSOLVENT ESTATE AUCTION: THREE BEDROOMED CLINKER-BRICK HOUSE, WILLOW PARK

In the matter of insolvent estate **H. G. I. Bohm,** Master's Reference T912/95, to be sold on the spot on Wednesday, 13 September 1995 at 10:30.

Duly instructed by the Trustee, we will hereby sell this property being Erf 59, Willowpark Manor Extension 2, better known as 357 Trollope Street, Willowpark Manor Extension 2, Pretoria.

Description: This newly build clinker-brick house comprises of three neat bedrooms with buit-in cupboards and wall-to-wall carpets. There is a lounge, dining-room, kitchen and a bathroom with a separate toilet. The house has a large garden and is secured by a surrounding fence.

Directions: On N4 due east, take Mamelodi/Willows turn-off, turn right in Simon Vermooten and right again into Trollope Street. (Watch for posters).

View: By appointment.

Terms: A 20% (twenty per cent) deposit (bank or bank-guaranteed cheque) on the fall of the hammer. The balance by suitable guarantees within 30 days of confirmation of sale. There is a 7 day confirmation period.

The above is subject to change without prior notice.

For further details please contact Auctor Tvl., Tel. (012) 342-2041/342-3502/5/11. Fax (012) 342-2042.

Hatfield Forum East, 1077 Arcadia Street, Hatfield, Pretoria. [Tel. (012) 342-2041/342-3502/5/11.] [Fax (012) 342-2042.]

BOLAND BANK VEILINGS

INSOLVENSIE/LIKWIDASIE VEILING VAN MEUBLEMENT, KANTOORMEUBELS, TOERUSTING, GEREEDSKAP EN LOSGOED, TE DERDE STRAAT 83, INDUSTRIA, WELKOM (VOLG WEGWYSERS VANAF STATEWAY), OP VRYDAG, 15 SEPTEMBER 1995 OM 10:00

Behoorlik daartoe gemagtig deur die Kurator van insolvente boedels **A. P. Marais,** Meestersverwysiging B151/95, **M. Marais,** Meestersverwysing B152/95, **R. Marais,** Meestersverwysing B153/95, en die Likwidateur van **McCullum Installations,** in likwidasie, Meestersverwysing B229/95, word ondergemelde per openbare veiling aangebied.

Meublement en huishoudelike toerusting: Twee sitkamerstelle, Imbuia eetkamerstel en buffet, dubbel en enkelbeddens, drie klerekaste, spieëltafel, koffietafel, tafeltjie, TV tafeltjies, vier stoele, twee TV stelle, TV trollie, M-Net dekodeerder, Hi-fi met staander, Indesit skottelgoedwasser, Hitachi dubbelbaliewasmasjien, Hitachi stofsuier, vries/yskaskombinasie.

Kantoormeubels: Lessenaars, vier-laai liasseer kabinette, L-vormige lessenaar, tweedeur liaseer kabinet, lessenaar en besoekerstoele, toonbank, liasseerkassies, TSM rekenaar met Epson drukker, IBM tikmasjien, tikmasjientafel, Panafax faksmasjien, Sanyo telefoon-antwoordmasjien.

Gereedskap en toerusting: Germuta guillotene (3 mm), IBR guillotene, Edward buigmasjien, Metaba hoekyster slypmasjien, Metaba elektriese skroewedraaier, Makheta uitsnysaag, sweismasjiene, Nikon en Fuji "dumpy levels" met drie-poot kragopwekker, draadsnyer, bankskroewe, werktafels, bore, Gedore sokketstel, Black & Decker metaal "sheet nibler", Omega ponsmasjien, Leidi Carlo draagbare kompressor, kruiwaens, sinkplate, boute, moere en dakskroewe en vele meer.

Voertuig: 1982 Mercedes Benz 280E.

Losgoed: GVM oefenfiets, Robin grassnyer, lugreëlings, winkelpoppe en staander, koffiemasjiene en vele meer.

Verkoopvoorwaardes: Streng kontant of bankgewaarborgde tjek op dag van die veiling.

Navrae: Wallie du Toit, (057) 352-8332.

Afslaer: Koos van Rensburg, (012) 804-1440.

Boland Bank Veilings, Eastwaysentrum 246, Pretoriaweg 617, Silverton.

PARK VILLAGE AUCTIONS

INSOLVENT ESTATE: P. J. GELDENHUYS, MASTER'S REFERENCE T1848/95

Duly instructed by the Trustee in the above-mentioned insolvent estate, we will sell by public auction, on site at Plot 55, Farkquaharson Street, Rand Collieries, District of Brakpan, Gauteng, on Monday, 11 September 1995, commencing at 12:00, smallholding with improvements.

For further particulars and viewing contact the auctioneer: Park Village Auctions. [Tel. (011) 789-4375.] [Fax (011) 789-4369.]

PARK VILLAGE AUCTIONS

JOINT INSOLVENT ESTATE: D. D. AND A. M. ERASMUS, MASTER'S REFERENCE T2532/95

Duly instructed by the Trustee in the above-mentioned joint insolvent estate, we will sell by public auction, on site at 15 Biggs Avenue, Brakpan North, District of Brakpan, Gauteng, on Monday, 11 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: C. C. OOSTHUIZEN, MASTER'S REFERENCE T2020/94

Duly instructed by the Trustee in the above-mentioned insolvent estate, we will sell by public auction, on site at the farm Vaalfontein 579, Registration Division IQ, District of Vanderbijlpark, Gauteng, on Saturday, 16 September 1995, commencing at 10:30, half share only of a smallholding with improvements.

For further particulars and viewing contact the auctioneer: Park Village Auctions. [Tel. (011) 789-4375.] [Fax (011) 789-4369.]

PARK VILLAGE AUCTIONS

RAVSONS INVESTMENTS (PTY) LTD, IN LIQUIDATION, MASTER'S REFERENCE T1017/95

Duly instructed by the Liquidator in the above-mentioned estate, we will sell by public auction, on site at Neptune Street, Nylstroom Extension 9, Northern Transvaal, on Wednesday, 13 September 1995, commencing at 10:30, motot dealer premises.

For further particulars and viewing contact the auctioneer: Park Village Auctions. [Tel. (011) 789-4375.] [Fax (011) 789-4369.]

PARK VILLAGE AUCTIONS

INSOLVENT ESTATE: S. A. R. RAVAT, MASTER'S REFERENCE T1020/95

Duly instructed by the Trustee in the above-mentioned insolvent estate, we will sell by public auction, on site at 28 Fourth Street, Nylstroom Extension 9, Northern Transvaal, on Wednesday, 13 September 1995, commencing at 12:00, a four-bedroomed home.

For further particulars and viewing contact the auctioneer: Park Village Auctions. [Tel. (011) 789-4375.] [Fax (011) 789-4369.]

PARK VILLAGE AUCTIONS

COATING SYSTEMS INTERNATIONAL (PTY) LTD, IN LIQUIDATION, MASTER'S REFERENCE T171/95

Duly instructed by the Liquidator in the above-mentioned estate, we will sell by public auction, on site at 25 Seventh Avenue, corner of Ninth Street, Maraisburg, District of Roodepoort, Gauteng, on Tuesday, 12 September 1995, commencing at 10:30, a three-bedroomed home, as well as immediately thereafter, on site at 25A Seventh Avenue, corner of Ninth Street, Maraisburg, District of Roodepoort, Gauteng, on Tuesday, 12 September 1995, a further 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

JOINT INSOLVENT ESTATE: B. P. AND A. F. LANSER, MASTER'S REFERENCE T2307/95

Duly instructed by the Trustee in the above-mentioned joint insolvent estate, we will sell by public auction, on site at 30 Antelope Street, Leondale, District of Germiston, Gauteng, on Thursday, 14 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: A. A. VAN DEN BERG, MASTER'S REFERENCE T3306/94

Duly instructed by the Trustee in the above-mentioned insolvent estate, we will sell by public auction, on site at 50 Basson Drive, Glenvista, District of Johannesburg, Gauteng, on Monday, 11 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: S. A. R. RAVAT, MASTER'S REFERENCE T1020/95

Duly instructed by the Trustee in the above-mentioned insolvent estate, we will sell by public auction, on site at 115 Neptune Street, Nylstroom Extension 9, Northern Transvaal, on Wednesday, 13 September 1995, commencing at 11:15, Industrial styled structure and offices etc.

For further particulars and viewing contact the auctioneer: Park Village Auctions. [Tel. (011) 789-4375.] [Fax (011) 789-4369.]

PETER WILLIAMS AUCTIONEERING & PROPERTY SERVICES (PTY) LTD

(Reg. No. 83/3833)

INSOLVENT AND DECEASED ESTATES SALE OF MOTOR VEHICLES, INCLUDING 1980 MERCEDES BENZ 230, 1991 NISSAN EXA, HOUSEHOLD FURNITURE, VIDEO CAMERA, .357 MAGNUM REVOLVER, ETC.

Duly instructed thereto as set out hereunder, we will sell, at our auction rooms, 181 Louis Trichardt Street, Mayville, Pretoria, on Wednesday, 13 September 1995 at 10:00, the undermentioned items:

1. Curatorship Louise van den Berg: 1980 Mercedes Benz 230, selection of quality household furniture and effects, including lounge suites, writing bureau, occasional chairs and tables, beds, chest of drawers, fridge, wardrobes, food warmer, ladder, heaters, garden suite, pool loungers etc. A large and varied selection of glassware, crockery including tea and dinner services, pottery, cutlery, linen, curtains etc.

2. Insolvent estate: **J. R. de Castellaz,** T289/95, estates late: **F. J. Maritz, J. Smit, P. Solomon, M. M. Struwig** and others:

Taurus .357 Magnum revolver, JVC GF500 8x Zoom automatic focus VHS video camera in case with tripod and AC adaptor, 1991 Nissan Exa (Code 3), household furniture, including an exceptional liquor cabinet and 2,9 m wood and glass wall unit, 1,5 m Chinese motif carved wooden coffee table with three drawers (above three items in outstanding condition). Safe, occasional tables and chairs, bookcases, washing machines, display case, lounge suites, garden sets, cupboards, chest of drawers, wardrobes, carpets, dishwasher, Rotagrill, freezer, ice maker, tumbledrier, kist, bar stools, mirrors, bicycle, exercise cycle, lawnmowers, and may other items. Ludwig Meister piano in very good condition.

Terms: Strictly bank-guaranteed cheques or cash.

For further details: Contact the auctioneers, Peter Williams Auctioneer & Property Services (Pty) Ltd, 181 Louis Trichardt Street, Mayville, Pretoria. [Tel. 335-2931/2.)

PETER WILLIAMS AUCTIONEERING & PROPERTY SERVICES (PTY) LTD

(Reg. No. 83/3833)

INSOLVENT ESTATE SALE OF WELL-BUILT, SPACIOUS FOUR-BEDROOMED FAMILY HOME WITH POOL, LYNNWOOD

Duly instructed thereto by the Trustee in the insolvent estate of **Mauritz Lombard,** Master's Reference T671/94, we will sell, subject to confirmation, on Satruday, 16 September 1995 at 10:00, on the spot, i.e. 466 Monica Avenue, Lynnwood, the undermentioned property:

Erf 801, Lynnwood Extension 1, measuring 1 983 square metres, being 466 Monica Avenue.

Improvements consist of a spacious well-built family home, consisting of lounge, dining-room with serving hatch to kitchen, TV-room, study, main bedroom with full bathroom en suite and sliding doors onto pool area, second bedroom with bathroom en suite, two further bedrooms with bathroom, separate toilet and shower. Well-fitted kitchen and separate scullery. Wall-to-wall carpeting in all bedrooms. Double garage, workroom, servant's room and toilet. Double carport. Brick driveway and security gates. Attractive pool area with brick sundeck and patios.

Auctioneer's notice: This sale affords the prospective purchaser the ideal opportunity of acquiring a spacious well-built family home in this most sought-after suburb.

Viewing: Wednesdays and Fridays from 16:00 till 17:30.

Terms: 15% (fifteen per cent) deposit on day of sale and balance within 30 days of confirmation.

For further details: Contact the auctioneers, Peter Williams Auctioneer & Property Services (Pty) Ltd, 181 Louis Trichardt Street, Mayville, Pretoria. [Tel. 335-2931/2.)

ELI STRÖH VEILINGS

INSOLVENTE BOEDEL VEILING VAN PRAGTIGE HERE-WOONHUIS EN WOONSTEL GELEË TE TWEEFONTEIN-LANDBOUHOEWES, PIETERSBURG, SOWEL AS VERSKEIE LOS BATES

Behoorlik daartoe gelas deur die Kurator in die saak insolvente boedel **D. S.** en **H. P. Lamprecht,** Meestersverwysing T1902/95, sal ons verkoop per openbare veiling op Vrydag, 22 September 1995 om 10:00, te die eiendom Hoewe 80, Tweefontein, Pietersburg (sien ligging).

Die eiendom: Gedeelte 80, van die plaas Tweefontein, Pietersburg, Registrasieafdeling LS, Transvaal, groot 8,8753 hektaar.

Verbeteringe: 'n Pragtige en stewige woonhuis onder staan Everite-leiteëldak met 'n Kaap-Hollandse karakter. Die woning bestaan uit drie slaapkamers, twee badkamers, studeerkamer, sitkamer, familiekamer, eetkamer, pragtige kombuis met soliede eikehoutkaste, waskamer en aparte opwas.

Ander: (a) Eenslaapkamerwoonstel van dieselfde boustyl as die hoofwoning met sit/eetkamer, kombuis en badkamer. (b) Stoorkamer en motor-oordak. (c) Tenk, staander, sementdam en twee toegeruste boorgate. (d) Werkerswoonkwartiere. (e) Sekuriteitsomhein en interkomstelsel vanaf woonhuis verbind na hoofhekingang.

Roerende bates: Toyota Dyna 2.5 Ton (diesel), Venter sleepwa, PAL kleurtelevisiestel, Samsung rekenaar en Panasonic drukker, faksmasjien (nie-werkend), telefoon antwoordmasjien, lessenaar en stoel, 3.7 m Cattinni EN20 bandsaag, Helisatti beltskuurder, Maco staanboor en nog vele meer elektriese houtwerkgereedskap en ander gereedskappe, ens.

Ligging: Volg die Pietersburg/Louis Trichardt teerpad vir ongeveer 10 km. Veilingsborde sal aangebring word.

Afslaersnota: Die eiendom kan beskryf word as 'n landmerk in Pietersburg en is geleë direk langs die N1-hoofpad. Die eiendom is 'n moet om te sien en voornemende kopers word aangeraai om die veiling by te woon. Lys van roerende bates onderhewig aan veranderings.

Voorwaardes van verkoop:

(a) *Vaste eiendom:* 10% (tien persent) deposito op die dag van die veiling en balans binne 45 (vyf-en-veertig) dae na datum van bekragtiging. Bekragtiging binne 7 (sewe) dae na datum van veiling.

(b) *Roerende bates:* Kontak of bankgewaarborgde tjeks alleenlik. BTW word gehef op alle los bates.

Vir meer besonderhede kontak die afslaers: Eli Ströh Eiendomsagente & Afslaers, Groblerstraat 14B, Posbus 1238, Pietersburg. [Tel. (0152) 295-6439/0/1/2.]

ELI STRÖH VEILINGS

VEILING VAN HINO VOORHAKER, HENDRED LEUNWA, MERCEDES BENZ 230E, VERSKEIE ANDER VOERTUIE, KANTOORMEUBELS, HUISHOUDELIKE MEUBELS, KOELDRANKYSKASTE, INLOOP YSKAS, WINKEL TOERUSTING, EN ANDER LOS BATES

Behoorlik daartoe gelas in die volgende sake:

1. **Northern Transvaal Trailer Spares BK,** in likwidasie, Meestersverwysing T1986/94.
2. **Waterberg Sekuriteit BK,** in likwidasie, Meestersverwysing T3036/94.
3. **Far North Distribution BK,** in likwidasie, Meestersverwysing T1228/95.
4. **Pietersburg Liquor Cellars BK,** in likwidasie, Meestersverwysing T563/95.
5. **HVH Deutz Fahr BK,** in likwidasie, Meestersverwysing T2762/94.
6. Verskeie ander kliënte;

sal ons verkoop per openbare veiling op Vrydag, 15 September 1995 om 10:00, te die veilingsperseel (sien ligging).

Voertuie: 1981 Hino voorhaker, 1987 Hendred meubelbak leunwa, 1987 Mercedes Benz 230E, 1992 Opel Kadett, 400 Yamaha motorfiets, 1983 Nissan Safari, 1989 Isuzu KB 2300 (petrol), 1985 Ford Escort 1.3L, 1975 Isuzu 8-ton trok, 1977 Alfa Romeo 1750 GTV.

Kantoormeubels: Verskeidenheid lessenaars en stoele, staalkabinette, kasregisters, ens.

Huishoudelike meubels: Sitkamerstelle, eetkamerstel, spieëlkas, staal kombuiskaste, skottelgoedwasser, Panelyte tafels en stoele, beddens, matrasse, ens.

Winkeltoerusting: Ses-deur inloop yskas, ysmasjien, twee-deur koeldrankyskaste, drie-deur koeldrankyskaste, een-deur yskaste, toonbanke, staalrakke en nog vele meer.

Voertuig en leunwa onderdele: Groot hoeveelheid spaar- en onderdele, te veel om op te noem.

Ander: Mobiele kragopwekker 220 volt - 4KVa met Lister dieselmasjien, kragopwekker met Wolselymasjien 32 volt, elektriese staanboor, een kubieke meter "dumper" met Listermasjien, Uniblock steenmaakmasjien - 380 volt, 1½ kubieke meter betonmenger met Listermasjien.

Afslaersnota: Daar is te veel items om alles te lys en voornemende koper word aangeraai om die veiling by te woon. Lys onderhewig aan veranderings. Besigting een dag voor veiling.

Ligging: Volg die Pietersburg/Dendron pad verby Janpret Ford vir ongeveer drie kilometer. Veilingsborde sal aangebring word. (Perseel van Dura Spares).

Terme: Kontant of bankgewaarborgde tjeks alleenlik. BTW word gehef op alle bates, tensy ander gemeld.

Vir meer besonderhede kontak die afslaers: Eli Ströh Eiendomsagente & Afslaers, Groblerstraat 14B, Posbus 1238, Pietersburg. [Tel. (0152) 295-6439/0/1/2.]

INSOLVENTE BOEDELS

Behoorlik gelas deur die Kurator in die insolvente boedels van **Louis Pretorius,** Meestersverwysing T4780/94, en **Tradall International (Edms.) Bpk.,** Meestersverwysing T611/95, sal daar 'n veiling plaasvind soos volg:

Tyd: 10:00.

Datum: 9 September 1995.

Plek: Stallionweg 426, Ruimsig, Roodepoort.

Van die volgende goedere: (1) Fotostaatmasjien. (2) Faksmasjien. (3) Woordverwerker. (4) Ongeveer 80 000 (tagtigduisend) cokie/feltpunt penne wat onder bestaan uit merkpenne van verskeie beskrywings asook treprojektor, inkleurpenne en veeldoelige penne.

Bogenoemde penne is almal nuut en behoort hierdie veiling nie misgeloop te word deur handelaars van skryfbehoeftes, verteenwoordigers van skole nie.

Die goedere word voetstoots verkoop en geen waarborg word verskaf nie.

Die penne sal in een lot verkoop word.

Die goedere sal vir kontant of bankgewaarborgde tjeks (geen uitsondering) aan die hoogste bieder verkoop word. Verdere besonderhede is verkrygbaar by Wynand du Plessis Prokureur, Tel. (011) 760/1058/9.

CAPE • KAAP

NOORDKAAP LEWENDEHAWE

INSOLVENTE BOEDEL: R. J. P. VAN TONDER

In opdrag van die Kurator, H. P. A. Venter, in die insolvente boedel van **R. J. P. van Tonder,** sal die ondergemelde bates verkoop word per publieke veiling, op 18 September 1995 om 10:00, te Sentraalweg 6, Kimberley.

Woonhuis: Sentraalweg 13, Kimberley, Erf 2050, Kimberley, groot 7 624 vierkante meter. *Verbeterings:* Twee slaapkamers en motorhuis.

Besigheidsperseel: Sentraalweg 6, Kimberley, Erf 11793, Kimberley, groot 1 583 vierkante meter. *Verbeterings:* Groot werkswinkel met kantore en toilette.

Ses skakelhuise: Blackbeardstraat 29 en 31, Kimberley, Wilsonstraat 29A en 29B, Erf 2036, Kimberley, groot 1 119 vierkante meter. *Verbeterings:* Drie slaapkamers skakelhuise. Huurinkomste tans R300 per maand.

Onbeboude erf: Wilsonstraat 7, Kimberley, Erf 2037, Kimberley, groot 426 vierkante meter.

Roerende bates: Hobbegger Outomatiese draaibank met "Pegboard".

Vuurwapens: 30.06 Remington Steel, 303 geweer, 6 mm Musgrave geweer, .22 rewolwer, 222 Sako geweer.

Terme: Onroerende eiendom: 10% (tien persent) by die dag van veiling en balans by die registrasie van oordrag. Roerende bates: Voetstoots teen kontant of bankgewaarborgde tjeks.

Verkoopvoorwaardes: Ter insae by afslaer.

Afslaer: Noordkaap Lewendehawe, Kimberley.

Navrae: Sakkie Bredenkamp, Tel. (0531) 2-6241.

PLAAS TE KOOP

Op las van die Land- en Landboubank van Suid-Afrika sal die Balju: Hooggeregshof, ALIWAL-NOORD op 28 September 1995 om 10:00 voor die Landdroskantoor te ALIWAL-NOORD die ondergemelde eiendom by publieke veiling verkoop:—

Gedeelte 6 ('n gedeelte van Gedeelte 1) van die plaas RUIGTE FONTEIN nr. 62,

in die Afdeling Aliwal-Noord, Oos-Kaap Provinsie

GROOT 573,9854 hektaar

Blykens Akte van Transport T66432/1989

in die naam van PIETER GABRIËL VAN DEVENTER

Ligging van hierdie eiendom:—

12 km suidwes van Aliwal-Noord

Geboue en verbeterings wat beweer word om op die eiendom te bestaan is:—

Woonhuis, 2 motorhuise, stal, 2 store, woonstel en stoorkamer. Veekerend omhein en verdeel in kampe. 2 Boorgate, 2 sementdamme, 7 suipkrippe, 12 gronddamme. 'n Sytak van die Melkspruit vloei deur die eiendom.

Voornemende kopers se aandag word daarop gevestig dat daar geen verpligting op die Landbank rus om grense of bakens ten opsigte van die eiendom uit te wys nie. Geen versekering kan gegee word dat die beweerde geboue en ander verbeterings wel bestaan, of dat enige daarvan vry van retensiereg of huurkoopooreenkoms is, of dat 'n aangrensende eienaar geen belang of kontribusie-eis ten opsigte van 'n grensheining het nie.

Die eiendom word voetstoots verkoop soos dit staan, onderworpe aan alle serwitute en voorwaardes in die titelakte vermeld.

By die toeslaan van die bot moet die koper die volgende in kontant of per bankgewaarborgde tjek betaal:—

(a) Minstens een-tiende van die koopprys

(b) 2,5% Afslaerskommissie onderworpe aan 'n maksimum van R7 500. (14% BTW indien van toepassing is eksklusief betaalbaar)

(c) Alle koste in verband met die verkoping wat insluit advertensiekoste.

(d) BTW indien van toepassing, dit is 14% op die volle koopprys.

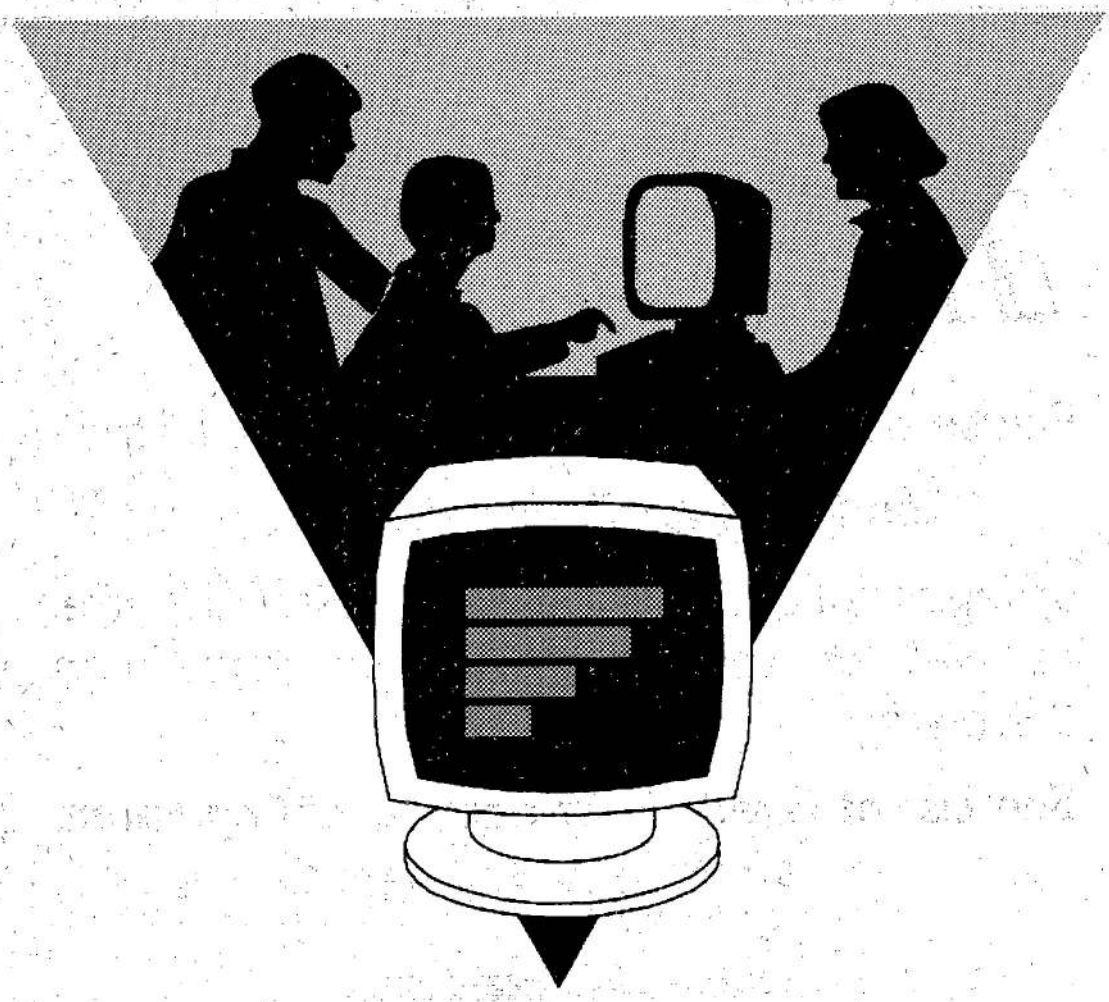
Die saldo van die koopsom, plus 17,5% rente daarop vanaf die datum van die verkoping tot datum van betaling, is binne 3 maande na die datum van die verkoping aan die Landbank betaalbaar. Die koper is ook aanspreeklik vir die betaling van alle gelde, heffings, belastings en hereregte wat nodig mag wees om transport in sy naam te registreer. Hierdie bedrae moet betaal word sodra die Landbank dit versoek.

Die eiendom word verkoop vry van enige huurooreenkomste, bewoningsregte, koopooreenkomste en/of vruggebruik.

Die Landbank behou hom die reg voor om enige eiendom wat te koop aangebied word te enige tyd van die verkoping te onttrek.

VERWYSINGSNOMMER: DCAC 04265 01G (REGTE)

Land- en Landboubank van Suid-Afrika, Posbus 375, Pretoria, 0001. 31 Augustus 1995.



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Sien Lys van Vaste Tariewe en Voorwaardes op voorste binnebladsye

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