

REPUBLIC
OF
SOUTH AFRICA



REPUBLIEK
VAN
SUID-AFRIKA

Government Gazette Staatskoerant

Vol. 365

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No. 16822

LEGAL NOTICES

WETLIKE KENNISGEWINGS

B

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

LIST OF FIXED TARIFF RATES AND CONDITIONS

FOR PUBLICATION OF LEGAL NOTICES IN THE GOVERNMENT GAZETTE

(COMMENCEMENT: 1 APRIL 1994)

LIST OF FIXED TARIFF RATES

*Rate per
insertion
R*

Standardised notices

ADMINISTRATION OF ESTATES ACTS NOTICES: Forms J 297, J 295, J 193 and J 187	13,80
BUSINESS NOTICES	32,70
INSOLVENCY ACT AND COMPANY ACTS NOTICES: Forms J 28, J 29 and Forms 1 to 9	27,60
N.B.: Forms 2 and 9—additional statements according to word count table, added to the basic tariff.	
LOST LIFE INSURANCE POLICIES: Form VL	16,50
UNCLAIMED MONEYS —only in the extraordinary <i>Government Gazette</i> , closing date 15 January (per entry of "name, address and amount")	8,10

Non-standardised notices

COMPANY NOTICES:

Short notices: Meetings, resolutions, offer of compromise, conversion of company, voluntary windings-up; closing of transfer or members' registers and/or declaration of dividends	62,90
Declaration of dividend with profit statements, including notes	144,80
Long notices: Transfer, changes with respect to shares or capital, redemptions, resolutions, voluntary liquidations	218,80

LIQUIDATOR'S AND OTHER APPOINTEES' NOTICES

49,40

LIQUOR LICENCE NOTICES in extraordinary *Gazette*:

All provinces appear on the first Friday of each calendar month	46,70
<i>(Closing date for acceptance is two weeks prior to date of publication.)</i>	

ORDERS OF THE COURT:

Provisional and final liquidations or sequestrations	82,20
Reductions or changes in capital, mergers, offer of compromise	218,80
Judicial managements, <i>curator bonus</i> and similar and extensive rules <i>nisi</i>	218,80
Extension of return date	27,60
Supersessions and discharge of petitions (J 158)	27,60

SALES IN EXECUTIONS AND OTHER PUBLIC SALES:

Sales in execution	125,80
Public auctions, sales and tenders:	
Up to 75 words	38,40
76 to 250 words	98,50
251 to 350 words (more than 350 words—calculate in accordance with word count table)	158,70

LYS VAN VASTE TARIEWE
EN
VOORWAARDES
VIR PUBLIKASIE VAN WETLIKE KENNISGEWINGS IN DIE
STAATSKOERANT

(INWERKINGTREDING: 1 APRIL 1994)

LYS VAN VASTE TARIEWE

<i>Gestandaardiseerde kennisgewings</i>	<i>Tarief per plasing</i>
	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 <i>Staatskoerant</i> , sluitingsdatum 15 Januarie (per inskrywing van 'n "naam, adres en bedrag")	8,10
VERLORE LEWENSVERSEKERINGSPOLISSE: Vorm VL	16,50
<i>Nie-gestandaardiseerde kennisgewings</i>	
DRANKLISENSIE-KENNISGEWINGS in buitengewone <i>Staatskoerant</i> :	
Alle provinsies verskyn op eerste Vrydag van elke kalendermaand	46,70
<i>(Sluitingsdatum van indiening is twee weke voor publiseringsdatum.)</i>	
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 lede-registers en/of verklaring van dividende.....	62,90
Verklaring van dividende met profytstate, notas ingesluit	144,80
Lang kennisgewings: Oordragte, veranderings met betrekking tot aandele of kapitaal, aflossings, besluite, vrywillige 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, <i>kurator bonis</i> en soortgelyke en uitgebreide bevele <i>nisi</i>	218,80
Verlenging van keerdatum	27,60
Tersydestelling en afwysings van aansoeke (J 158)	27,60

WORD COUNT TABLE

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

WOORDETAL-TABEL

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

Number of words in copy 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.

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

GOEDKEURING VAN KENNISGEWINGS

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

VRYWARING VAN DIE STAATSDRUKKER TEEN AANSPREEKLIKHEID

4. Die Staatsdrukker aanvaar geen aanspreeklikheid vir—

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

AANSPREEKLIKHEID VAN ADVERTEERDER

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

COPY

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

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

- (1) The kind of notice.

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

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

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

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

PAYMENT OF COST

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

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

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

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

KOPIE

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

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

- (1) Die aard van die kennisgewing.

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

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

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

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

BETALING VAN KOSTE

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

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

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

PROOF OF PUBLICATION

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

BEWYS VAN PUBLIKASIE

15. 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:

- ▶ **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:

- ▶ **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 kope 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 22456/95

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

In the matter between **Saambou Bank Ltd**, Execution Creditor, and **Chettiar, Poobalan and Chettiar, V.**, Execution Debtors

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above suit, a sale without reserve price will be held at the office of the Sheriff, Randburg, 9 Elna Rand Court, corner of Selkirk and Blairgowrie Avenue, Blairgowrie, Randburg, on 5 December 1995 at 10:00, of the undermentioned property of the Defendants on the conditions to be read by the auctioneer at the time of the sale, which conditions will lie for inspection, prior to the sale, at the offices of the Sheriff:

Erf 1226, Bloubostrand Extension 11 Township, Registration Division IQ, in the Province of Gauteng, situated at 1226 Drommedaris Street, Bloubostrand Extension 11, Randburg.

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

Dwelling-house with tiled roof, lounge, dining-room, three bedrooms, two bathrooms, 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 - a guarantee to be furnished within 14 (fourteen) days from the date of sale.

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

D. Haasbroek, for Schwellnus Speis Haasbroek, Plaintiff's Attorneys, corner of 51 Biccard Street, Braamfontein. (Tel. 886-1800.) (Ref. D. Haasbroek S414.)

Case 14166/94

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

In the matter between **ABSA Bank Limited**, Plaintiff, and **Thandi Matshidiso Phalane**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Transvaal Provincial Division) in this suit, a sale without reserve of the undermentioned property will be held at the offices of the Sheriff Wonderboom, Portion 83, De Onderstepoort (just north of Sasko Mills, old Warmbaths Road), Bon Accord, on 24 November 1995 at 11:00, on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the offices of the said Sheriff, prior to the sale:

Certain Erf 1106, situated in the residential area of Mamelodi Extension 2, Registration Division JR, Transvaal, situated at Site 1106, Mamelodi Extension 2, measuring 381 (three hundred and eighty-one) square metres.

Improvements (not guaranteed): Lounge, kitchen, two bedrooms, bathroom and bath/w.c.

Terms: 10% (ten per centum) of the purchase price in cash on the day of sale, the balance and interest on the full purchase price at the current bond rates payable against registration of transfer, to be secured, by a bank, building society or other acceptable guarantee to be furnished within 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 centum) 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 R100.

Dated at Pretoria on this the 20th day of October 1995.

Matlala Inc., Eighth Floor, Standard General Building, 215 Proes Street, P.O. Box 3217, Pretoria, 0002. (Docex. 70.) [Tel. (012) 326-8923/4/5.] [Fax. (012) 323-7431.] (Ref. GGM/jm/G6666.)

Saak 1323/94

IN DIE LANDDROSHOF VIR DIE DISTRIK WITBANK GEHOU TE WITBANK

In die saak tussen **Stadsraad van Witbank**, Eksekusieskuldeiser, en **W. H. Faasen**, Eksekusieskuldenaar

Kennis geskied hiermee dat die ondergemelde eiendom na aanleiding van 'n verstekvonnis wat in bogemelde saak op 15 Februarie 1995, toegestaan is, op 1 Desember 1995 om 10:00, te Landdroskantoor, Delvillestraat, Witbank, in eksekusie verkoop sal word ooreenkomstig die verkoopvoorwaardes wat ter insae sal lê by die Landdroskantoor, Witbank, vir 'n tydperk van 10 (tien) dae voor die verkoping, te wete:

Sekere Erf 132, geleë in die dorpsgebied Clewer, Registrasieafdeling JS, Transvaal, groot 9 793 (nege sewe nege drie) vierkante meter, gehou kragtens Akte van Transport T49416/1983).

Die eiendom is as volg verbeter (nie gewaarborg):

Die verkoping is onderhewig aan die volgende vernaamste voorwaardes:

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

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

3. Die eiendom word voetstoots verkoop.

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

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

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

Saak 2575/95

IN DIE LANDDROSHOF VIR DIE DISTRIK WITBANK GEHOU TE WITBANK

In die saak tussen **Stadsraad van Witbank**, Eksekusieskuldeiser, en **M. J. le Bron**, Eerste Eksekusieskuldenaar, **Julie le Bron**, Tweede Eksekusieskuldenaar, en **Eugene T. le Bron**, Derde Eksekusieskuldenaar

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

Sekere Erf 166, geleë in die dorpsgebied Jackaroo Park, Witbank, Registrasieafdeling JS, Transvaal, groot 1 623 (een ses twee drie) vierkante meter, gehou kragtens Akte van Transport T50853/1990.

Straatadres: Claudiastraat 26, Uitbreiding 41, Witbank.

Die eiendom is as volg verbeter (nie gewaarborg):

Die verkoping is onderhewig aan die volgende vernaamste voorwaardes:

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

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

3. Die eiendom word voetstoots verkoop.

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

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

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

Saak 5714/94

IN DIE LANDDROSHOF VIR DIE DISTRIK WITBANK GEHOU TE WITBANK

In die saak tussen **Stadsraad van Witbank**, Eksekusieskuldeiser, en **P. W. Lenepa**, Eksekusieskuldenaar

Kennis geskied hiermee dat die ondergemelde eiendom na aanleiding van 'n verstekvonnis wat in bogemelde saak op 6 Maart 1995, toegestaan is, op 1 Desember 1995 om 10:00, te Landdroskantoor, Delvillestraat, Witbank, in eksekusie verkoop sal word ooreenkomstig die verkoopvoorwaardes wat ter insae sal lê by die Landdroskantoor, Witbank, vir 'n tydperk van 10 (tien) dae voor die verkoping, te wete:

Sekere Erf 754, geleë in die dorpsgebied Tasbet Park-uitbreiding 1, Witbank, Registrasieafdeling JS, Transvaal, groot 1 010 (een nul een nul) vierkante meter, gehou kragtens Akte van Transport T23726/1944.

Straatadres: Penderingstraat 55, Tasbet Park-uitbreiding 1, Witbank.

Die eiendom is as volg verbeter (nie gewaarborg):

Die verkoping is onderhewig aan die volgende vernaamste voorwaardes:

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

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

3. Die eiendom word voetstoots verkoop.

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

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

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

Saak 1589/95

IN DIE LANDDROSHOF VIR DIE DISTRIK WITBANK GEHOU TE WITBANK

In die saak tussen **Stadsraad van Witbank**, Eksekusieskuldeiser, en **H. J. Nienaber**, Eerste Eksekusieskuldenaar, en **E. M. Nienaber**, Tweede Eksekusieskuldenaar

Kennis geskied hiermee dat die ondergemelde eiendom, na aanleiding van 'n verstekvonnis wat in bogemelde saak op 6 Julie 1995, toegestaan is, op 1 Desember 1995 om 10:00, te Landdroskantoor, Delvillestraat, Witbank, in eksekusie verkoop sal word ooreenkomstig die verkoopvoorwaardes wat ter insae sal lê by die Landdroskantoor, Witbank, vir 'n tydperk van 10 (tien) dae voor die verkoping, te wete:

Sekere Erf 821, geleë in die dorpsgebied Witbank-uitbreiding 5, Registrasieafdeling JS, Transvaal, groot 1 763 (een sewe ses drie) vierkante meter, gehou kragtens Akte van Transport T72312/1993.

Straatadres: Montgomerylaan 21, Uitbreiding 5, Witbank.

Die eiendom is as volg verbeter (nie gewaarborg):

Die verkoping is onderhewig aan die volgende vernaamste voorwaardes:

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

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

3. Die eiendom word voetstoots verkoop.

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

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

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

Saak 6815/94

IN DIE LANDDROSHOF VIR DIE DISTRIK WITBANK GEHOU TE WITBANK

In die saak tussen **Stadsraad van Witbank**, Eksekusieskuldeiser, en **H. M. S. Erasmus**, Eksekusieskuldenaar

Kennis geskied hiermee dat die ondergemelde eiendom na aanleiding van 'n verstekvonnis wat in bogemelde saak op 17 Julie 1995, toegestaan is, op 1 Desember 1995 om 10:00, te Landdroskantoor, Delvillestraat, Witbank, in eksekusie verkoop sal word ooreenkomstig die verkoopvoorwaardes wat ter insae sal lê by die Landdroskantoor, Witbank, vir 'n tydperk van 10 (tien) dae voor die verkoping, te wete:

Sekere Erf 693, geleë in die dorpsgebied Clewer, Witbank, Registrasieafdeling JS, Transvaal, groot 1 237 (een twee drie sewe) vierkante meter, gehou kragtens Akte van Transport T73310/1992.

Straatadres: Erf 693, Clewer, Witbank.

Die eiendom is as volg verbeter (nie gewaarborg):

Die verkoping is onderhewig aan die volgende vernaamste voorwaardes:

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

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

3. Die eiendom word voetstoots verkoop.

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

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

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

Saak 1597/95

IN DIE LANDDROSHOF VIR DIE DISTRIK WITBANK GEHOU TE WITBANK

In die saak tussen **Stadsraad van Witbank**, Eksekusieskuldeiser, en **E. S. Harmse**, Eksekusieskuldenaar

Kennis geskied hiermee dat die ondergemelde eiendom na aanleiding van 'n verstekvonnis wat in bogemelde saak op 17 Julie 1995, toegestaan is, op 1 Desember 1995 om 10:00, te Landdroskantoor, Delvillestraat, Witbank, in eksekusie verkoop sal word ooreenkomstig die verkoopvoorwaardes wat ter insae sal lê by die Landdroskantoor, Witbank, vir 'n tydperk van 10 (tien) dae voor die verkoping, te wete:

Sekere Erf 297, geleë in die dorpsgebied Reynorif, Witbank, Registrasieafdeling JS, Transvaal, groot 2 317 (twee drie een sewe) vierkante meter, gehou kragtens Akte van Transport T43237/1991.

Straatadres: Perseusstraat 6, Reynorif, Witbank.

Die eiendom is as volg verbeter (nie gewaarborg):

Die verkoping is onderhewig aan die volgende vernaamste voorwaardes:

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

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

3. Die eiendom word voetstoots verkoop.

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

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

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

Saak 3180/95

IN DIE LANDDROSHOF VIR DIE DISTRIK WITBANK GEHOU TE WITBANK

In die saak tussen **Stadsraad van Witbank**, Eksekusieskuldeiser, en **L. W. C. Jansen van Rensburg**, Eksekusieskuldenaar

Kennis geskied hiermee dat die ondergemelde eiendom na aanleiding van 'n verstekvonnis wat in bogemelde saak op 3 Augustus 1995, toegestaan is, op 1 Desember 1995 om 10:00, te Landdroskantoor, Delvillestraat, Witbank, in eksekusie verkoop sal word ooreenkomstig die verkoopvoorwaardes wat ter insae sal lê by die Landdroskantoor, Witbank, vir 'n tydperk van 10 (tien) dae voor die verkoping, te wete:

Sekere Erf 1249, geleë in die dorpsgebied Del Judor-uitbreiding 4, Witbank, Registrasieafdeling JS, Transvaal, groot 1 325 (een drie twee vyf) vierkante meter, gehou kragtens Akte van Transport T74126/1988.

Straatadres: Erf 1249, Del Judor-uitbreiding 4, Witbank.

Die eiendom is as volg verbeter (nie gewaarborg):

Die verkoping is onderhewig aan die volgende vernaamste voorwaardes:

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

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

3. Die eiendom word voetstoots verkoop.

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

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

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

Saak 4612/95

IN DIE LANDDROSHOF VIR DIE DISTRIK WITBANK GEHOU TE WITBANK

In die saak tussen **ABSA Bank Limited**, trading as United Bank, Eksekusieskuldeiser, en **P. J. Nel**, Eerste Eksekusieskuldenaar, en **R. M. Nel**, Tweede Eksekusieskuldenaar

Kennis geskied hiermee dat die ondergemelde eiendom na aanleiding van 'n verstekvonnis wat in bogemelde saak op 8 September 1995, toegestaan is, op 1 Desember 1995 om 10:00, te Landdroskantoor, Delvillestraat, Witbank, in eksekusie verkoop sal word ooreenkomstig die verkoopvoorwaardes wat ter insae sal lê by die Landdroskantoor, Witbank, vir 'n tydperk van 10 (tien) dae voor die verkoping, te wete:

Sekere Erf 207, geleë in die dorpsgebied Blancheville-uitbreiding 4, Witbank, Registrasieafdeling JS, Transvaal, groot 757 (sewe vyf sewe) vierkante meter, gehou kragtens Akte van Transport T16503/1992.

Straatadres: Beitstraat 10, Blancheville, Witbank.

Die verkoping is onderhewig aan die volgende vernaamste voorwaardes:

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

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

3. Die eiendom word voetstoots verkoop.

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

Geteken te Witbank op hierdie 18de dag van Oktober 1995.

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

Saak 1/95

IN DIE LANDDROSHOF VIR DIE DISTRIK VEREENIGING GEHOU TE MEYERTON

In die saak tussen **Eerste Nasionale Bank van S.A. Ltd**, Eiser, en **Daniel Ntatannini Dhamini**, Eerste Verweerder, en **Tselane Elizabeth Dhamini**, Tweede Verweerder

Kragtens vonnis van die bogemelde Landdroshof gedateer 25 Januarie 1995 en die daaropvolgende lasbrief vir eksekusie, word die volgende eiendom in eksekusie deur die Balju, Landdroshof, Meyerton te Lochstraat 51, Meyerton, op 14 Desember 1995 om 10:00, aan die hoogste bieder verkoop:

Hoewe 144, Nelsonia-landbouhoewes.

10% (tien persent) van die koopprys is kontant betaalbaar onmiddellik na die veiling en die balans sal verseker word deur die lewering van 'n aanvaarbare waarborg aan die Balju Landdroshof, Meyerton binne 14 (veertien) dae, bereken vanaf datum van koop, welke waarborg betaalbaar is op datum van registrasie van transport.

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

Sitkamer, enkelgeriewe, twee slaapkamers, afdak, teëldak en draadomheining.

Geleë te Plot 114, Nelsonia.

Die volledige verkoopvoorwaardes sal bindend wees op die koper en kan gedurende kantoorure te die Balju, Landdroshof, Meyerton, Lochstraat 51, Meyerton, besigtig word.

Geteken te Meyerton op hierdie 31ste dag van Oktober 1995.

McLoughlin Porter, Lochstraat 15D, Meyerton. (Verw. S. Allison/E257.)

Saak 1726/95

IN DIE LANDDROSHOF VIR DIE DISTRIK VEREENIGING GEHOU TE MEYERTON

In die saak tussen **Johannesburg Municipal Pension Fund**, Eiser, en **Cornelius Johannes Badenhorst**, Eerste Verweerder, en **Jaqueline Caroline Badenhorst**, Tweede Verweerder

Kragtens vonnis van die bogemelde Landdroshof gedateer 29 September 1995 en die daaropvolgende lasbrief vir eksekusie, word die volgende eiendom in eksekusie deur die Balju, Landdroshof, Meyerton te Lochstraat 51, Meyerton, op 14 Desember 1995 om 10:00, aan die hoogste bieder verkoop:

Gedeelte 9 van Erf 5, Meyerton Park.

10% (tien persent) van die koopprys is kontant betaalbaar onmiddellik na die veiling en die balans sal verseker word deur die lewering van 'n aanvaarbare waarborg aan die Balju Landdroshof, Meyerton binne 14 (veertien) dae, bereken vanaf datum van koop, welke waarborg betaalbaar is op datum van registrasie van transport.

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

Sitkamer, eetkamer, drie slaapkamers, dubbelmotorhuis, betonomheining, dubbelgeriewe en teëldak.

Geleë te Kwêvoëlstraat 16, Meyerton Park.

Die volledige verkoopvoorwaardes sal bindend wees op die koper en kan gedurende kantoorure te die Balju, Landdroshof, Meyerton, Lochstraat 51, Meyerton, besigtig word.

Geteken te Meyerton op hierdie 31ste dag van Oktober 1995.

McLoughlin Porter, Lochstraat 15D, Meyerton. (Verw. S. Allison/O51.)

Saak 13513/95

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **Kleinsake Ontwikkelingskorporasie Beperk**, Eiser, en **Mantoe Roseline Mofokeng**, Verweerder

Geliewe kennis te neem dat die ondergemelde eiendom op 1 Desember 1995 om 11:00, by Gedeelte 83, De Onderstepoort (net noord van Sasko Muele, ou Warmbadpad) deur die Balju van Wonderboom, per openbare veiling verkoop sal word:

Die voormelde onroerende goed is Erf 396, Blok HH, Soshanguve-dorpsgebied, Registrasieafdeling JR, Transvaal, groot 504 m² gehou kragtens Sertifikaat van Huurpag T45908/1992.

Verbeterings: 'n Woonhuis bestaan uit twee slaapkamers, badkamer, kombuis en sitkamer.

Terme: Die koper is verplig om 'n deposito van 10% (tien persent) van die koopprys, in kontant op die dag van die verkoping, 1 Desember 1995, te betaal. Die balans moet verseker word deur 'n bank of bougenootskapwaarborg wat deur die Eiser se prokureurs verstrek moet word binne 14 (veertien) dae na die verkoping wat nagegaan kan word by die kantore van die Balju te Wonderboom, gedurende kantoorure.

Voorwaardes: Die bovermelde eiendom sal verkoop word aan die hoogste bieder en onderhewig aan die voorwaardes vermeld in die akte van transport.

Die voorwaardes van verkoping sal uitgelees word deur die afslaer ten tye van die verkoping welke voorwaardes nagegaan kan word te die kantore van die Balju.

S. D. Jacobs, vir Ross & Jacobsz, Prokureurs vir Eiser, Tweede Verdieping, R & J Gebou, Kerkstraat 421, Arcadia, 0083. (Verw. SDJ/M43/KA107.)

Saak 65332/93

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **Kleinsake Ontwikkelingskorporasie Beperk**, Eiser, en **Ntombizodwa Angelinah Moyo**, Verweerder

Geliewe kennis te neem dat die ondergemelde eiendom op 1 Desember 1995 om 11:00, by Gedeelte 83, De Onderstepoort (net noord van Sasko Meule Ou Warmbadpad) deur die Balju van Wonderboom per openbare veiling verkoop sal word:

Die voormelde onroerende goed is Erf 9, Blok FF, Soshanguve-dorpsgebied, Registrasieafdeling JR, Transvaal, groot 733 m², gehou kragtens sertifikaat van huurpag.

Verbeterings: Geen.

Terme: Die koper is verplig om 'n deposito van 10% (tien persent) van die koopprys, in kontant op die dag van die verkoping, 1 Desember 1995 te betaal. Die balans moet verseker word deur 'n bank of bougenootskapwaarborg wat deur die Eiser se prokureurs verstrek moet word binne 14 (veertien) dae na die verkoping wat nagegaan kan word by die kantore van die Balju te Wonderboom, gedurende kantoorure.

Voorwaardes: Die bovermelde eiendom sal verkoop word aan die hoogste bieder en onderhewig aan die voorwaardes vermeld in die Akte van Transport.

Die voorwaardes van verkoping sal uitgelees word deur die afslaer ten tye van die verkoping, welke voorwaardes nagegaan kan word te die kantore van die Balju.

S. D. Jacobs, vir Ross & Jacobsz, Prokureurs vir Eiser, Tweede Verdieping, R & J Gebou, Kerkstraat 421, Arcadia, 0083. (Verw. SDJ/M36/KA25.)

Saak 72556/94

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **ABSA Bank Beperk**, Eiser, en **Eben Lotz**, Eerste Verweerder, en **Marelize Lotz**, Tweede Verweerder

'n Eksekusieverkoping word gehou deur die Balju, Wonderboom, te Gedeelte 83, De Onderstepoort (net noord van Sasko Meule, ou Warmbadpad, Bon Accord) op 1 Desember 1995 om 11:00, van:

'n Eenheid bestaande uit Deel 1, soos getoon en vollediger beskryf op Deelplan SS651/92, in die skema bekend as Chenee, ten opsigte van die grond en gebou of geboue geleë te Erf 626, Doornpoort, Plaaslike Bestuur: Stadsraad van Pretoria, van welke deel die vloeroppervlakte volgens genoemde deelplan 137 (eenhonderd sewe-en-dertig) vierkante meter groot is; en

'n onverdeelde aandeel in die gemeenskaplike eiendom in die skema aan genoemde deel toegedeel in ooreenstemming met die deelnemingskwota van genoemde deel, soos op genoemde deelplan aangeteken, gehou kragtens Akte van Transport ST103595/92, beter bekend as Chenee 1, Cannastraat 348, Doornpoort.

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

Verbeterings: 'n Duet met baksteen mure, teëldak, volvloermatte en vinietleëlvloere, bestaande uit 'n sitkamer, eetkamer, kombuis, drie slaapkamers, badkamer met bad en toilet en badkamer met stort en toilet.

Buitegeboue: Dubbelmotorhuis.

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

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

Case 9128/93
PH 482

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Fidelity Bank Limited** (formerly Eastern Province Building Society, Plaintiff/Execution Creditor, and **Miya, Narisi Samuel**, First Defendant/Execution Debtor, and **Miya, Khathazile Saraphina**, Second Defendant/Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) a sale without reserve will be held by the Sheriff of the Supreme Court for the District of Boksburg, at 182 Leeuwpoot Street, Boksburg, on Friday, 8 December 1995 at 11:15, of the undermentioned property of the Defendants on and subject to the conditions to be inspected at the offices of the said Sheriff.

The property is Erf 207 Windmill Park Extension 3 Township, Registration Division IR, Transvaal, measuring 1 016 square metres and held under Deed of Transfer T51383/1992, situated at 2 Esselen Street, Windmill Park, Boksburg.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: A single storey dwelling with lounge, dining-room, three bedrooms, bathroom, shower, toilet and kitchen.

The outbuildings consist of garage and toilet.

The roof is cement tile, the floors are carpeted and the external walls are of plastered brick.

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

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

Dated at Johannesburg this 31st day of October 1995.

Max Cohen, Plaintiff's Attorney, 410 Delbree House, 300 Bree Street, Johannesburg, 2001; P.O. Box 4184, Johannesburg, 2000; Docex 257, Johannesburg. (Tel. 333-0046.) (Fax. 336-0274.) (Verw. Max Cohen/Clinton Lewis/E230.)

Saak 14419/92

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

In die saak tussen **ABSA Bank Beperk**, Eiser, en **Joseph James Gordon**, Verweerder

'n Verkoop in eksekusie word gehou te Balju Wonderboom, Gedeelte 83, De Onderstepoort (net noord van Sasko Meule), ou Warmbadpad, Bon Accord, op 8 Desember 1995 om 11:00, van die volgende vaste eiendom:

Hoewe 28, geleë in Wolmaranspoort-landbouhoewes, Registrasieafdeling JR, Transvaal, groot 3,3340 hektaar, gehou kragtens Akte van Transport T33869/1982.

Die eiendom is gesoneer vir landboudoeleindes.

Verbeterings: Woonhuis met drie slaapkamers, badkamer met teëls, aparte toilet, aparte stort, sitkamer, eetkamer, TV-kamer, kombuis met teëls, opwaskamer en garage. Toegeruste boorgat. Draadomheining.

Besonderhede word nie gewaarborg nie.

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

D. C. Beukes, vir Tim du Toit & Kie. Ing. (Tel. 320-6753.) (Verw. Beukes/LB.)

Saak 382/95

IN DIE LANDDROSHOF VIR DIE DISTRIK KRIEL GEHOU TE KRIEL

In die saak tussen **Nedcor Bank Beperk**, Eiser, en **A. Moyo**, Eerste Verweerder, en **M. N. Moyo**, Tweede Verweerder

Ingevolge die vonnis in bogenoemde Agbare Hof verkry op 15 September 1995 en 'n lasbrief vir eksekusie in bogenoemde saak, sal die onderstaande eiendom van die Eksekusieskuldenaar op 6 Desember 1995 om 11:00, te die Landdroskantoor, Llewellynstraat, Kriel, aan die hoogste bieder geregtelik verkoop word op die voorwaardes soos gemeld deur die afslaer tydens die verkoping welke voorwaardes geïnspekteer mag word by voormelde Balju voor die verkoping:

Erf 287, Thubelihle, geleë in die dorp Thubelihle, Registrasieafdeling IS, Transvaal.

Beskrywing van eiendom: Drie slaapkamers, badkamer, kombuis en sitkamer, groot 336 (drie drie ses) vierkante meter.

Geteken te Secunda op hede hierdie 30ste dag van Oktober 1995.

A. J. G. Viljoen, vir Vos, Viljoen & Becker, Eerste Verdieping, S.A. Permgebou, Secunda, 2302. (Tel. 31-2550.)

Saak 5383/95

IN DIE LANDDROSHOF VIR DIE DISTRIK VANDERBIJLPARK GEHOU TE VANDERBIJLPARK

In die saak tussen **Saambou Bank Beperk**, Eiser, en **Kapok Abraham Nuggett**, Verweerder

Ingevolge 'n uitspraak van bogemelde Agbare Hof en 'n lasbrief vir uitwinning gedateer 25 September 1995 sal die Verweerder se reg op huurpag op die volgende onroerende eiendom, wat spesiaal uitwinbaar verklaar is in eksekusie verkoop word aan die hoogste bieder op 8 Desember 1995 om 10:00, by die Landdroskantoor, Vanderbijlpark, te wete:

Alle reg, titel en belang in die huurpag ten opsigte van Erf 3131, Evaton-Wes-dorpsgebied, Vanderbijlpark, Registrasieafdeling IQ, Transvaal, groot 311 (driehonderd en elf) vierkante meter.

Verbeterings wat nie gewaarborg word nie en nie hiermee voorgedoen word korrek is nie.

Verkoopvoorwaardes:

1. Die reg sal verkoop word aan die hoogste bieder en die verkoping sal onderworpe wees aan die bepalings van artikel 66 van die Landdroslofwet, No. 32 van 1944, soos gewysig, en die regte van verbandhouders en ander preferente krediteure.

2. Die koopprys sal betaalbaar wees soos volg:

(a) 10% (tien persent) van die koopprys in kontant op die dag van die verkoping of deur middel van 'n erkende bank- of bougenootskapwaarborg 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 Vanderbijlpark.

(b) Die balans is betaalbaar in kontant binne 14 dae vanaf die datum van verkoping of deur middel van 'n erkende bank- of bougenootskapwaarborg gelewer te word binne veertien dae na die dag van verkoping en welke waarborg vry van kommissie van die Balju-landdroslofwet te Vanderbijlpark, betaalbaar moet wees teen registrasie van transport van die genoemde reg in die naam van die koper.

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

3. Die eiendom word verkoop onderworpe aan die terme en titelvoorwaardes van die eiendom.

Du Plessis & Pieterse, Prokureur vir Eiser, Calance House 1, President Krugerstraat, Vanderbijlpark.

Saak 5267/95

IN DIE LANDDROSHOF VIR DIE DISTRIK VANDERBIJLPARK GEHOU TE VANDERBIJLPARK

In die saak tussen **Saambou Bank Beperk**, Eiser, en **Baba Johannes Maseko**, Verweerder

Ingevolge 'n uitspraak van bogemelde Agbare Hof en 'n lasbrief vir uitwinning, gedateer 25 September 1995, sal die Verweerder se reg op huurpag op die volgende onroerende eiendom, wat spesiaal uitwinbaar verklaar is, in eksekusie verkoop word aan die hoogste bieder op 8 Desember 1995 om 10:00, by die Landdroskantoor, Vanderbijlpark, te wete:

Alle reg, titel en belang in die huurpag ten opsigte van Erf 2262, Evaton Wes-dorpsgebied, Vanderbijlpark, Registrasieafdeling IQ, Transvaal, groot 308 (driehonderd en agt) vierkante meter.

Verbeterings wat nie gewaarborg word nie en nie hiermee voorgedoen word korrek is nie.

Verkoopvoorwaardes:

1. Die reg sal verkoop word aan die hoogste bieder en die verkoping sal onderworpe wees aan die bepalings van artikel 66 van die Landdroshofwet, No. 32 van 1944, soos gewysig, en die regte van verbandhouders en ander preferente krediteure.

2. Die koopprys sal betaalbaar wees soos volg:

(a) 10% (tien persent) van die koopprys in kontant op die dag van die verkoping of deur middel van 'n erkende bank- of bougenootskapwaarborg 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 Vanderbijlpark.

(b) Die balans is betaalbaar in kontant binne veertien dae vanaf die datum van verkoping of deur middel van 'n erkende bank- of bougenootskapwaarborg gelewer te word binne 14 dae na die dag van verkoping en welke waarborg vry van kommissie aan die Balju, Landdroshof, te Vanderbijlpark, betaalbaar moet wees teen registrasie van transport van die genoemde reg in die naam van die koper.

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

3. Die eiendom word verkoop onderworpe aan die terme en titelvoorwaardes van die eiendom.

Geteken te Vanderbijlpark hierdie 24ste dag van Oktober 1995.

Du Plessis & Pieterse, Prokureur vir Eiser, Calance House 1, President Krugerstraat, Vanderbijlpark.

Saak 20831/95

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

In die saak tussen **ABSA Bank Limited**, handeldrywende as United Bank, Eksekusieskuldeiser, en **Tax Advice Bureau CC**, Eerste Eksekusieskuldenaar, en **O'Hanrahan, Fiachra**, Tweede Eksekusieskuldenaar

'n Verkoping sonder voorbehoud, sal gehou word by die kantore van die Balju vir die Hooggeregshof, Progresslaan, Lindhaven, op Vrydag, 1 Desember 1995 om 10:00, van die ondergenoemde eiendom op voorwaardes wat geïnspekteer mag word by die kantore van die Balju vir die Hooggeregshof voor die verkoping:

Erf 1762, Northcliff-uitbreiding 19-dorpsgebied, Registrasieafdeling IQ, Gauteng provinsie, grootte 973 vierkante meter, gehou te Akte van Transport T26169/1992, synde Boschendalrylaan 28, Northcliff-uitbreiding 19.

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

Geboue en verbeterings: 'n Huis met kroeg, sitkamer, eetkamer, familiekamer, drie slaapkamers, twee badkamers, aparte toilet, kombuis, spens, waskamer en jacuzzi. Buitegeboue is slaapkamer en stort met toilet.

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

Gedateer te Johannesburg hierdie 27ste dag van Oktober 1995.

J. Meiring, vir Van de Venter, Meiring Inc., Eksekusieskuldeiser se Prokureurs, Suite 715, Sewende Verdieping, Carlton International Trade Centre, Commissionerstraat, Johannesburg. [Tel. (011) 886-0500.] (Ref. S. Pitchers/Z23240.)

**Case 20831/95
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 **Tax Advice Bureau CC**, First Execution Debtor, and **O'Hanrahan, Fiachra**, Second Execution Debtor

Be pleased to take notice that on Friday, 1 December 1995 at 10:00, the undermentioned property will be sold in execution at the offices of the Sheriff of the Supreme Court, 182 Progress Avenue, Lindhaven:

Certain Erf 1762, Northcliff Extension 19 Township, Registration Division IQ, the Province of Gauteng, measuring 973 square metres in extent and held by Deed of Transfer T26169/1992, situated at 28 Boschendal Drive, Northcliff Extension 19.

Description: Dwelling consisting of bar, lounge, dining-room, family room, three bedrooms, two bathrooms, separate toilet, kitchen, scullery, laundry and jacuzzi. Outbuildings consist of bedroom and shower with toilet.

1. The sale shall be without reserve, and the property shall, subject to the Supreme Court 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 27th day of October 1995.

J. Meiring, vir 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/Z23240.)

Case 16668/95
PH 396IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited**, trading as United Bank, Execution Creditor, and **R P Building CC**, First Execution Debtor, and **During, Herman Wilhelm**, Second Execution Debtor, and **Tintinger, Desmond Ronald**, Third Execution Debtor

Be pleased to take notice that on Thursday, 7 December 1995 at 10:00, the undermentioned property will be sold in execution at the offices of the Sheriff of the Supreme Court, Fourth Floor, Standard Towers, President Street, Germiston:

Certain Erf 2240, Primrose Extension 1 Township, Registration Division IR, Province of Gauteng, measuring 936 square metres in extent, and held by Deed of Transfer T8062/1991, situated at 15 Main Reef Road, Primrose Extension 1.

Description: Business complex consisting of offices with store-room and toilets under IBR roof.

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 30th day of October 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/Z19999.)

Saak 16668/95
PH 396IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA
(Witwatersrandse Plaaslike Afdeling)

In die saak tussen **ABSA Bank Limited**, handeldrywende as United Bank, Ekekusieskuldeiser, en **R P Building CC**, Eerste Eksekusieskuldenaar, **During, Herman Wilhelm**, Tweede Eksekusieskuldenaar, en **Tintinger, Desmond Ronald**, Derde Eksekusieskuldenaar

'n Verkoping sonder voorbehoud, sal gehou word by die kantore van Balju vir die Hooggeregshof, Vierde Verdieping, Standard Towers, Presidentstraat, Germiston, op Donderdag, 7 Desember 1995 om 10:00, van die ondergenoemde eiendom op voorwaardes wat geïnspekteer mag word by die kantore van die Balju vir die Hooggeregshof voor die verkoping:

Erf 2240, Primrose-uitbreiding 1-dorpsgebied, Registrasieafdeling IR, provinsie Gauteng, grootte 936 vierkante meter, gehou te Akte van Transport T8062/1991, synde Main Reefweg 15, Primrose-uitbreiding 1.

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

Geboue en verbeterings: 'n Besigheidssentrum met kantore en stoorkamer met toilette onder ysterdak.

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

Gedateer te Johannesburg hierdie 30ste dag van Oktober 1995.

J. Meiring, vir Van de Venter, Meiring Inc., Eksekusieskuldeiser se Prokureurs, Suite 715, Sewende Verdieping, Carlton International Trade Centre, Commissionerstraat, Johannesburg. [Tel. (011) 886-0500.] (Ref. S. Pitchers/Z19999.)

Saak 28753/93

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **Raad op Plaaslike Bestuursangeleenthede**, Eiser, en **J. J. F. Momberg**, Verweerder

Ingevolge 'n uitspraak van bogenoemde Hof en lasbrief vir eksekusie gedateer 16 Junie 1993, sal die hierondergemelde eiendom geregteelik verkoop word op Dinsdag, 5 Desember 1995 om 11:00, te Landdroskantoor Presidentstraat, Amsterdam, aan wie die hoogste aanbod maak:

Erf 111, 112, 113, 114, 115, 151, 152, 153, 154 en 155 geleë in Amsterdam, Registrasieafdeling IT, groot 2 855 vierkante meter elk, gehou kragtens Akte van Transport T27092/1955 (almal).

Die eiendomme se fisiese adresse is as volg:

Erf 111, Melvillestraat 49, Amsterdam.

Erf 112, Melvillestraat 47, Amsterdam.

Erf 113, Melvillestraat 45, Amsterdam.

Erf 114, Melvillestraat 43, Amsterdam.

Erf 115, Melvillestraat 41, Amsterdam.

Erf 151, Stuartstraat 50, Amsterdam.

Erf 152, Stuartstraat 48, Amsterdam.

Erf 153, Stuartstraat 46, Amsterdam.

Erf 154, Stuartstraat 44, Amsterdam.

Erf 155, Stuartstraat 42, Amsterdam.

Die eiendomme word apart verkoop en nie as 'n eenheid nie.

Volgens inligting wat Eiser kon bekom is gesegde eiendom se sonering onbepaald in 'n geproklameerde dorp en is die eiendom verbeter met basiese munisipale dienste en is verder onverbeterd. Geen waarborge word egter verstrek nie.

Die verkoopvoorwaardes wat onmiddellik voor die verkoping geplaas word, lê ter insae te die kantore van die Balju te Jan van Riebeeckstraat, Ermelo. 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 2de dag van November 1995.

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

Saak 44884/94

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **Raad op Plaaslike Bestuursangeleenthede**, Eiser, en **Gerhard van Wyk**, Eerste Verweerder, en **Helena Catherie van Wyk**, Tweede Verweerder

Ingevolge 'n uitspraak van bogenoemde Hof en lasbrief vir eksekusie gedateer 25 Oktober 1994, sal die hierondervermelde eiendom geregtelik verkoop word op Dinsdag, 5 Desember 1995 om 11:00, te Landdroskantoor, Presidentstraat, Amsterdam, aan wie die hoogste aanbod maak:

Erwe 1001 en 1002, Amsterdam, Registrasieafdeling IT, groot 2 855 vierkante meter elk, gehou kragtens Akte van Transport T76404/1993 (beide). Die eiendomme word apart verkoop en nie as 'n eenheid nie.

Die eiendomme se fiesese adresse is as volg:

Erf 1001, Bullerstraat 10, Amsterdam.

Erf 1002, Bullerstraat 8, Amsterdam.

Volgens inligting wat Eiser kon bekom is sonering van gesegde eiendomme onbepaald in 'n geproklameerde dorp en is die eiendom verbeter met basiese munisipale dienste en is verder onverbeterd. Geen waarborge word egter verstrek nie.

Die verkoopvoorwaardes wat onmiddellik voor die verkoping geplaas word, lê ter insae te die kantore van die Balju te Jan van Riebeeckstraat, Ermelo. 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 2de dag van November 1995.

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

Saak 5893/95

IN DIE LANDDROSHOF VIR DIE DISTRIK KLERKSDORP GEHOU TE KLERKSDORP

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

Ingevolge 'n uitspraak van die Landdroshof van Klerksdorp en lasbrief vir eksekusie teen goed met datum 29 Mei 1995, sal die ondervermelde eiendom op Vrydag, 8 Desember 1995 om 10:00, te die kantore van die Balju van die Landdroshof te Leaskstraat 23, Klerksdorp, aan die hoogste bieder verkoop word, naamlik:

Erf 1764, Alabama, Klerksdorp, groot 572 vierkante meter.

Onderhewig aan die volgende voorwaardes:

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

2. Die koopprys sal betaalbaar wees teen betaling van 10% (tien persent) van die koopprys in kontant onmiddellik na afhandeling van die verkoop, en die onbetaalde balans tesame met rente daarop bereken teen 17% (sewentien persent) per jaar tot datum van registrasie van transport, sal binne 21 (een-en-twintig) dae na datum van verkoop, betaal word of gewaarborg word deur 'n goedgekeurde bank- of bougenootskapwaarborg.

3. Die volgende verbeterings word beweer op die eiendom te wees, maar word nie gewaarborg nie: 'n Enkelverdieping woning bestaande uit twee slaapkamers, badkamer, kombuis en sitkamer.

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

Gedateer te Klerksdorp op hierdie 27ste dag van Oktober 1995.

A. H. Snyman, vir J. J. Oosthuizen, Du Plooy & Vennote, Boomstraat, Eerste Nasionale Bankgebou, Derde Verdieping, Posbus 22, Klerksdorp, 2570. (Verw. mnr. A. H. Snyman/CVH/D3.95.)

Case 2687/95
PH 136

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

In the matter between **First National Bank of Southern Africa Limited**, Plaintiff, and **169 Wendywood CC**, First Defendant, and **Jiyane, Randolph Themba**, 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 conducted by the Sheriff, Halfway House, at the offices of the Sheriff at Block D, First Floor, Lochner Park, corner of Richards Drive and Suttie Street, Halfway House, on Wednesday, 6 December 1995 at 14:30, of the under-mentioned property of the First 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, Halfway House, at Block D, First Floor, Lochner Park, corner of Richards Drive and Suttie Street, Halfway House:

Erf 169, Wendywood Township, Registration Division IR, Transvaal, situated at 82 Churchill Avenue, Wendywood, measuring 1 290 (one thousand two hundred and ninety) square metres, held under Deed of Transfer T66556/89.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: *Main building*: Brick dwelling with a tiled roof consisting of kitchen, entrance hall, lounge, dining-room, three bedrooms and two bathrooms. *Outbuildings*: Double garage, servant's quarters and bathroom. Swimming-pool.

Zoning: Residential.

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

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

Dated: 25 October 1995.

C. B. McEwan, Plaintiff's Attorney, Office 100, Ground Floor, Klerck & Barret Centre, 70 Grayston Drive, Benmore. (Tel. 783-2091.) (Ref. Mr McEwan/sab/9W345.)

Case 2550/95

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

In the matter between **ABSA Bank Limited** (Reg. No. 86/04794/06) (Allied Bank Division), Plaintiff, and **Jacob Kodisang**, First Defendant, and **Dineo Sandra Kodisang**, Second Defendant

In pursuance of a judgment in the Court for the Magistrate of Boksburg on 24 April 1995, and writ of execution, issued pursuant thereto the property listed hereunder will be sold in execution on 8 December 1995 at 11:15, at the office of the Sheriff, 182 Leeuwpoot Street, Boksburg, to the highest bidder:

Certain: All the right, title and interest in the leasehold in respect of Erf 8325, Vosloorus Extension 9 Township, situated on 8325, Vosloorus Extension 9 Township, situated on 8325 Vosloorus Extension 9, in the Township of Vosloorus Extension 9, 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.

Building built of brick and plaster comprising of lounge, two bedrooms, 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 Court, Boksburg.

Dated at Boksburg on this the 30th day of October 1995.

Hammond Pole & Dixon Inc., Domicilium Building, 10 Bloem Street, Boksburg. (Ref. A00643/Mrs Kok./dw.) (Tel. 917-4631.)

Case 11121/94

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

In the matter between **ABSA Bank Limited** (Reg. No. 86/04794/06) (Allied Bank Division), Plaintiff, and
Makhosini Michael Khumalo, First Defendant, and **Dineo Sandra Kodisang**, Second Defendant

In pursuance of a judgment in the Court for the Magistrate of Boksburg on 21 November 1994, and writ of execution, issued pursuant thereto the property listed hereunder will be sold in execution on 8 December 1995 at 11:15, at the office of the Sheriff, 182 Leeuwpoot Street, Boksburg, to the highest bidder:

Certain: All the right, title and interest in the leasehold in respect of Erf 815, Vosloorus Extension 2 Township, situated on 815, Vosloorus Extension 2, in the Township of Extension 2, District of Boksburg, measuring 323 (three hundred and twenty-three) square metres.

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

Cosists of lounge, dining-room, two bedrooms, 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 Court, Boksburg.

Dated at Boksburg on this the 30th day of October 1995.

Hammond Pole & Dixon Inc., Domicilium Building, 10 Bloem Street, Boksburg. (Ref. A00455/Mrs Kok./dw.) (Tel. 917-4631.)

Case 9631/95

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Margaretha Cornelia Elizabeth van den Berg**, Defendant

Notice is hereby given that on 7 December 1995 at 10:00, the undermentioned property will be sold by public auction at the offices of the Sheriff, Benoni, 49 Kempston Avenue, Benoni, pursuant to a judgment in this matter granted by the above Honourable Court, on 31 July 1995, namely:

Certain: A unit consisting of Section 46, as shown and more fully described on Sectional Plan SS60/1985 in the building/s known as Benoni City and an undivided share in the common property, Registration Division IR, the Province of Gauteng, situated at Flat 312, Benoni City, Harrison Street, Benoni.

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

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

Dated at Boksburg on this the 30th day of October 1995.

Tuckers Inc., Second Floor, Permanent Building, 312 Commissioner Street, Boksburg. (Tel. 892-3400.) (Ref. Mrs L. Pinheiro/ H04063.)

Case 9707/93
PH 388

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited**, Plaintiff, and **MacKenzie, Michael John**, 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, Ground Floor, Fluor House, 100 Grayston Drive, Sandown, Sandton, on Friday, 8 December 1995 at 10:00, of the undermentioned property of the Defendant on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff of the Supreme Court, prior to the sale:

Certain Erf 169, Norscot Extension 3 Township, Registration Division IQ, Transvaal, area 1 516 (one thousand five hundred and sixteen) square metres, situation 35 Crawford Drive, Norscot, Sandton.

Improvements (not guaranteed): A house under tiled roof, consisting of three bedrooms, two bathrooms, kitchen, lounge, dining-room and study with two carports and servants' quarters.

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

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

Dated at Johannesburg on this 30th day of October 1995.

F. R. J. Jansen, for Jansen-Potter, Plaintiff's Attorneys, 25th Floor, Carlton Centre, Commissioner Street, Johannesburg. (Tel. 331-8535.) (Ref. Foreclosures Z827.)

Case 6829/93

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
Joao Emanuel de Freitas Mendonca, Defendant

In pursuance of a judgment in the Court for the Magistrate of Boksburg on 21 July 1993, and writ of execution issued pursuant thereto, the property listed hereunder will be sold in execution on 8 December 1995 at 11:15, at the office of the Sheriff, 182 Leeuwpoot Street, Boksburg, to the highest bidder:

Certain Erf 297, Van Dykpark Township, situated on 10 Salie Street, Van Dykpark, in the Township of Van Dykpark, District of Boksburg, measuring 1 239 (one thousand two hundred and thirty-nine) square metres.

The following improvements are reported to be on the property, but nothing is guaranteed: Brick under tiles residence comprising lounge, family room, kitchen, four bedrooms, dressing-room, bathroom, w.c. and shower. *Outbuilding*: Staff room, w.c., store-room and single 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 Court, Boksburg.

Dated at Boksburg on this 31st day of October 1995.

Hammond Pole & Dixon Inc., Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 917-4631.) (Ref. AF6290/Mrs Kok.)

Case 6754/94

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 **Thembeke Dada**, Defendant

In pursuance of a judgment in the Court for the Magistrate of Boksburg, on 25 July 1994 and writ of execution issued pursuant thereto the property listed hereunder will be sold in execution on 8 December 1995 at 11:15, at the office of the Sheriff, 182 Leeuwpoot Street, Boksburg, to the highest bidder:

Certain: Erf 1716, Dawn Park Extension 28 Township, situated on 60 Hassink Highway, Dawn Park Extension 28, in the Township of Dawn Park Extension 28, District of Boksburg, measuring 877 (eight hundred and seventy-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, kitchen, two bedrooms, two bathrooms, w.c. and 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 the 31st day of October 1995.

Hammond Pole & Dixon Inc., Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 917-4631.) (Ref. A00192/Mrs Kok.)

Case 10661/94

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

In the matter between **ABSA Bank Ltd** (Allied Bank Division), Plaintiff, and **Errol Denman**, First Defendant, and
Nora Eddisbury Denman, Second Defendant

In pursuance of a judgment in the Court for the Magistrate of Boksburg, on 25 January 1995 and a warrant of execution issued pursuant thereto the property listed hereunder will be sold in execution and by public auction on 6 December 1995 at 10:00, at the property, namely:

Certain: Erf 806, Beyers Park Extension 13 Township, situated at 140 Edgar Road, Beyerspark Extension 13, Boksburg, measuring 1 461 (one thousand four hundred and sixty-one) square metres.

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

Residence consisting of lounge, dining-room, study, kitchen, four bedrooms, two bathrooms, two toilets and sewing-room.

Outbuildings: Three garages, staff room, w.c. and store-room.

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 Auctioneers CC, 6 Kingfisher Street, Horison Park, Roodepoort.

Dated at Boksburg on this 31st day of October 1995.

Hammond Pole & Dixon Inc., Attorney for Plaintiff, 10 Bloem Street, Boksburg. (Tel. 917-4631.) (Ref. A00407/Mrs Kok.)

Case 16005/94

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

In the matter between **Bedfordview Town Council**, Plaintiff, and **L. Gerber**, Defendant

In pursuance of a judgment by the Magistrate's Court at Germiston North and writ of execution dated 18 September 1995, the property listed herein will be sold in execution, on Thursday, 7 December 1995 at 10:00, at the offices of the Sheriff, Magistrate's Court, Fourth Floor, Standard Towers, President Street, Germiston, to the highest bidder:

Erf 955, Bedfordview Extension 170 Township, Registration Division IR, Transvaal, situated at 2 Protea Road, Bedfordview, measuring 2 002 square metres.

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

Improvements: Dining-room, lounge, four bedrooms, kitchen, two bathrooms, two toilets, garage, carport and tile roof.

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

The conditions of sale, which will be read immediately prior to the sale, may be inspected at the office of the Sheriff Magistrate's Court, Germiston North.

Dated: 30 October 1995.

Wright, Rose-Innes, Plaintiff's Attorneys, 305 President Street, Germiston. (Ref. Coll/WM.)

Case 9632/95

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Margaretha Cornelia Elizabeth van den Berg**, Defendant

Notice is hereby given that on 7 December 1995 at 10:00, the undermentioned property will be sold by public auction at the offices of the Sheriff, Benoni, 49 Kempston Avenue, Benoni, pursuant to a judgment in this matter granted by the above Honourable Court, on 31 July 1995, namely:

Certain: A unit consisting of Section 60, as shown and more fully described on Sectional Plan SS60/1985 in the building/s known as Benoni City and an undivided share in the common property, Registration Division IR, the Province of Gauteng, situated at Flat 409, Benoni City, Harrison Street, Benoni.

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

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

Dated at Boksburg on this the 30th day of October 1995.

Tuckers Inc., Second Floor, Permanent Building, 312 Commissioner Street, Boksburg. (Tel. 892-3400.) (Ref. Mrs L. Pinheiro/H04098.)

Saak 29474/93

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **Raad op Plaaslike Bestuursangeleenthede**, Eiser, en **C. S. Laemmle**, Verweerder

Ingevolge 'n uitspraak van bogenoemde Hof en lasbrief vir eksekusie gedateer 24 Augustus 1993, sal die hierondervermelde eiendom geregtelik verkoop word op 5 Desember 1995 om 11:00, te Landdroskantoor, Presidentstraat, Amsterdam, aan wie die hoogste aanbod maak:

Erf 124, geleë in Amsterdam, Registrasieafdeling IT, Transvaal, groot 2 855 vierkante meter, gehou kragtens Akte van Transport T22616/65.

Volgens inligting bekom is die sonering van die eiendom onbepaald, in 'n geproklameerde dorp en is die eiendom verbeter met basiese munisipale dienste en is verder onverbeterd met straatadres te Stuartstraat 125, Amsterdam. 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 Amsterdam, Jan van Riebeeckstraat 15, Ermelo, 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 afslagselde op die dag van die verkoping betaal teen 4% (vier persent) van die totale koopprys plus BTW daarop.

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

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

Cae 20003/95
PH 45IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)In the matter between **Nedcor Bank Limited**, formerly Nedperm Bank Limited, Plaintiff, and
Creswell, Dawn Patricia, 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 the Sheriff of the Supreme Court, Johannesburg, 131 Marshall Street, Johannesburg, on Thursday, 14 December 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, Johannesburg South, 100 Sheffield Street, Turffontein, prior to sale:

Erf 5045, Eldorado Park Extension 4 Township, Registration Division IQ, Transvaal, in extent 585 (five hundred and eighty-five) square metres, held under Deed of Transfer T36570/1992, being 44 Milnerton Street, Eldorado Park Extension 4.

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

Main building: Three bedrooms, lounge, kitchen, bathroom and two garages.

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 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 the 24th day of October 1995.

E. Bester, for Cliffe Dekker & Todd Inc., Plaintiff's Attorneys, 24th Floor, 78 Fox Street, Johannesburg; P.O. Box 61059, Marshalltown, 2107. (Tel. 832-2911.) (Ref. Mr E. Bester/vdh/20.10. M36827.)

Case 3957/95

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

In the matter between **United Bank** (division of ABSA Bank Ltd), Execution Creditor, and **Stephanus Salomon Brits**,
First Execution Debtor, and **Josephine Adrianna Brits**, Second Execution Debtor

In pursuance of a judgment in the above Honourable Court and a warrant of execution dated 17 July 1995, the following property will be sold in execution by Property Mart, on Friday, 1 December 1995 at 14:00, and from the premises of the said immovable property, namely:

Erf 504, Petersfield Extension 1 Township, Registration Division IR, Transvaal, measuring 1 031 (one thousand and thirty-one) square metres, held under Deed of Transfer T42757/1991, and also known as 43 Krokodil Street, Petersfield Extension 1, Springs.

Material conditions of sale:

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

2. The following improvements on the property are reported, but nothing is guaranteed:

Main building: Dwelling with tile roof, consisting of entrance hall, lounge, dining-room, family room, four bedrooms, two bathrooms, toilet, shower, two toilets and kitchen.

Outbuildings: Two garages, servant's room, toilet and swimming-pool.

Sundries: Nil.

3. 10% (ten per centum) of the purchase price and auctioneer's charges in cash or by way of a bank-guaranteed cheque on the day of the sale, and the balance plus interest at 17,25% (seventeen comma two five per centum) per annum payable against registration of transfer, to be secured by a bank or building society or other acceptable guarantee to be furnished to the Sheriff within 21 (twenty-one) days of date of sale.

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

Dated at Springs this 31st day of October 1995.

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

Case 4315/95

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

In the matter between **United Bank** (division of ABSA Bank Ltd), Execution Creditor, and **Gabriel Chalo**, Execution Debtor

In pursuance of a judgment in the above Honourable Court and a warrant of execution dated 29 August 1995, the following property will be sold in execution by Property Mart, on Friday, 1 December 1995 at 12:00, and from the premises of the said immovable property, namely:

Unit 35, Wandel Court, Springs Township, Registration Division IR, Transvaal, measuring 70 (seventy) square metres, held under Deed of Transfer ST31718/1994, and also known as Flat 54, Wandel Court, corner of Second Street and Sixth Avenue, Springs.

Material conditions of sale:

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

2. The following improvements on the property are reported, but nothing is guaranteed:

Flat consisting of: Two bedrooms, lounge, kitchen, bathroom and toilet.

Outbuildings: Nil.

Sundries: Nil.

3. 10% (ten per centum) of the purchase price and auctioneer's charges in cash or by way of a bank-guaranteed cheque on the day of the sale, and the balance plus interest at 17,75% (seventeen comma seven five per centum) per annum payable against registration of transfer, to be secured by a bank or building society or other acceptable guarantee to be furnished to the Sheriff within 21 (twenty-one) days of date of sale.

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

Dated at Springs this 31st day of October 1995.

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

Case 26/95

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF HEIDELBERG HELD AT HELDERBERG

In the matter between **United Bank** (division of ABSA Bank Ltd), Execution Creditor, and **Gerhardus Petrus Grobler**, First Execution Debtor, and **Susanna Jacoba Grobler**, Second Execution Debtor

In pursuance of a judgment in the above Honourable Court and a warrant of execution dated 20 March 1995, the following property will be sold in execution by Property Mart, on 30 November 1995 at 10:00, and from the premises of the said immovable property, namely:

Erf 2008, Heidelberg Extension 9 Township, Registration Division IR, Transvaal, measuring 1 473 (one thousand four hundred and seventy-three) square metres, held under Deed of Transfer T39115/1993, and also known as 4 Mayflower Street, Bergsig, Heidelberg.

Material conditions of sale:

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

2. The following improvements on the property are reported, but nothing is guaranteed:

Main building: Dwelling with tile roof, consisting of three bedrooms, two bathrooms, lounge, dining-room, TV room, kitchen and scullery.

Outbuildings: Double garage.

Sundries: Nil.

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

4. The full conditions of sale may be inspected at the offices of the Sheriff of the Magistrate's Court, at 44 Ueckermann Street, Heidelberg.

Dated at Springs this 31st day of October 1995.

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

Case 412/95

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

In the matter between **First National Bank of Southern Africa Limited**, Plaintiff, and **Mashaphu, Andries**, First Defendant, and **Mashaphu, Theresa**, Second Defendant

In pursuance of a judgment in the Court of the Magistrate of Boksburg, dated 20 February 1995 and a writ of execution dated 20 February 1995, the following will be sold in execution without reserve to the highest bidder on 15 December 1995 at 11:15, at the office of the Sheriff of the Magistrate's Court, 182 Leeuwpoot Street, Boksburg:

Certain Erf 1943, Vosloorus Extension 3 Township, Registration Division IR, Transvaal, measuring 291 (two hundred and ninety-one) square metres, held under Certificate of Registered Grant of Leasehold TL26434/1992, situated at 1943 Kwedgi Crescent, Vosloorus.

Improvements: Improvements cannot be guaranteed.

Terms and conditions:

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

2. *Conditions:* The full conditions of sale may be inspected in the office of the Sheriff of the Magistrate of the Court, Boksburg.

Dated at Boksburg this 31st day of October 1995.

Trollip, Tytherleigh, 2B Bloem Street, Boksburg. (Ref. Mrs A. Scott.)

Saak 2511/95

IN DIE LANDDROSHOF VIR DIE DISTRIK VEREENIGING GEHOUD TE VEREENIGING

In die saak tussen **Eerste Nasionale Bank van S.A. Bpk.**, Eiser (Eksekusieskuldeiser), en **Barry Johannes Johny Wilhelm Steyn**, Eerste Verweerder, en **Lorinda Steyn**, Tweede Verweerder (Eksekusieskuldenaars)

Ten uitvoerlegging van die vonnis hierin toegestaan en die daaropvolgende kennisgewing van beslaglegging gedateer 31 Augustus 1995, sal die onderstaande eiendom verkoop word deur die Balju van die Landdroshof, op 1 Desember 1995 om 10:00, by die kantore van die Balju, Beaconsfieldlaan 41A, Vereeniging:

Beskrywing: Sekere verbeterde/residensiële eiendom geleë in die dorpsgebied Vereeniging, Registrasieafdeling IQ, Transvaal.

1. *Synde:* Gedeelte 18 soos aangedui en meer volledig omskryf in die gedeelte van Plan SS17/92 in die gebou/geboue bekend as Benprin, geleë in Vereeniging-dorpsgebied, Plaaslike Owerheid, Vereeniging Stadsraad, om welke gedeelte die vloeroppervlakte, volgens die gemelde gedeelte van plan, tesame met die onverdeelde aandeel in gemeenskaplike eiendom, groot 63 (drie-en-sestig) vierkante meter.

2. *Synde:* Enkel motorhuis geleë te Gedeelte P6.

'n Twee slaapkamer wooneenheid met enkel motorhuis en enkel geriewe.

Die straatadres van die eiendom is Woonstel 20, Benprin, Merrimanlaan, Vereeniging.

Voorwaardes:

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

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

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

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

Gedateer te Vereeniging op hierdie 2de dag van November 1995.

M. M. P. de Wet, vir Steyn Lyell & Marais, Tweede Verdieping, Steyn Lyell & Marais Gebou, Lesliestraat 21, Vereeniging; Posbus 83, Vereeniging. [Tel. (016) 21-4471.] (Verw. Mev. Harmse/NF0106.)

Case 9349/94

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

In the matter between **NBS Bank Limited**, Plaintiff, and **Thomas Frederick Haasbroek**, Defendant

Kindly take notice that pursuant to a judgment granted on 26 September 1995 and warrant of execution dated 27 September 1995, the following property will be sold in execution on 13 December 1995 at 11:00, at the office of the Magistrate's Court, Harpur Avenue, Benoni:

Erf 141, Crystal Park Township, Registration Division IR, Transvaal, measuring 1 078 (one thousand and seventy-eight) square metres.

Improvements: Single storey, brick and plaster under tiles, lounge/dining-room, three bedrooms, kitchen, two bathroom/toilets, double garage, driveway and paving.

Known as 10 Swartkops Road, Crystal Park, Benoni.

Terms and conditions:

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

Conditions: The full conditions of sale may be inspected at the Sheriff of the Magistrate's Courts Office Benoni.

Dated at Benoni on the 31st day of October 1995.

M. C. Gishen, for Gishen Gilchrist & Reid, Seventh Floor, Momentum Building, 54 Woburn Avenue, Benoni; P.O. Box 356, Benoni, 1500. (Tel. 421-0921.) (Ref. Mrs Bluett/N1325.)

Case 10078/95

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

In the matter between **Fidelity Bank Limited**, Execution Creditor, and **McDermott, Willem Johannes**, Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above suit, a sale without reserve price will be held at the Salesrooms of the Sheriff, 182 Progress Road, Technikon, District of Roodepoort, on 1 December 1995 at 10:00, of the undermentioned property of the Defendant on the conditions to be read by the auctioneer at the time of the sale, which conditions will lie for inspection, prior to the sale, at the offices of the Sheriff, during office hours at 182 Progress Road, Technikon, Roodepoort:

Portion 2 of Erf 509, Bergbron Extension 8 Township, Registration Division IQ, in the Province of Gauteng, situated at 499 Rina Street, Bergbron Extension 8.

The following information is furnished regarding the improvements, though in this respect nothing is guaranteed: Brick dwelling under tiles, tiled/carpeted floors, lounge, dining-room, two bedrooms, bathroom, shower, kitchen and single garage. Other improvements: Walling and paved driveway.

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

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

Schwellnus Spies Haasbroek, Plaintiff's Attorneys, corner of 51 Biccard Street, Braamfontein. (Tel. 886-1800.) (Ref. D. Haasbroek/bb F411.)

Saak 14065/94

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

In die saak tussen **ABSA Bank Beperk**, handeldrywende as Allied Bank, voorheen Allied Bouvereniging, Eksekusieculdeiser, en **G. W. Aylott**, Eksekusieskuldenaar

Ten uitvoerlegging van 'n vonnis toegestaan deur bogemelde Agbare Hof, sal 'n verkoping sonder reserwes deur Mnre. Property Mart Afslers, op 6 Desember 1995 om 14:00, te Gedeelte 21, soos meer breedvoerig beskryf word op Deeltitel Plan SS356/90, in die skema beter bekend as Sunray Park, Birch Acres, 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 afslers te Eerste Verdieping, Pogir Bastion Ins. Huis, Louis Bothalaan 244, Orange Grove:

Sekere erf: Gedeelte 21, in die skema bekend as Sunray Park Birch Acres-dorpsgebied, Registrasieafdeling IR, Transvaal.

Transportakte: Gehou onder Titelakte ST664335/93.

Grootte: 77 (sewe-en-sewentig) vierkante meter.

Ook bekend as: Eenheid 21, Sunray Park, Birch Acres, Kapvoëlstraat.

Beskrywing: Eenheid bestaande uit badkamer, sitkamer, drie slaapkamers, kombuis, toilet, eetkamer, alles onder 'n teëldak, motorprit en motorhuis. Die eiendom is omhein met steenmure. 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 afslers.

Geteken te Kempton Park op hierdie 2de dag van November 1995.

C. A. C. Korf, Van Rensburg Schoon & Cronje, Die Eike 8, Monumentweg en Longstraat, Kempton Park, 1620. (Verw. mev. Van Heerden/AB1434.)

Saak 14061/94

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

In die saak tussen **ABSA Bank Beperk**, handeldrywende as Allied Bank, voorheen Allied Bouvereniging, Eksekusieculdeiser, en **J. A. Venter**, Eerste Eksekusieskuldenaar, en **L. E. Venter**, Tweede Eksekusieskuldenaar

Ten uitvoerlegging van 'n vonnis toegestaan deur bogemelde Agbare Hof, sal 'n verkoping sonder reserwes deur Mnre. Property Mart Afslers, op 6 Desember 1995 om 12:00, te Steenloperstraat 12, Birch Acres-uitbreiding 3, 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 afslers te Eerste Verdieping, Pogir Bastion Ins. Huis, Louis Bothalaan 244, Orange Grove:

Sekre erf: Erf 980, Birch Acres-uitbreiding 3-dorpsgebied, Registrasieafdeling IR, Transvaal.

Transportakte: Gehou onder Titellakte T26410/92.

Grootte: 988 (negehoenderd agt-en-tagtig) vierkante meter.

Ook bekend as: Steenloperstraat 12, Birch Acres-uitbreiding 3.

Beskrywing: Woning bestaande uit twee badkamers, sitkamer, drie slaapkamers, kombuis, toilet, eetkamer, alles onder 'n teëldak en 'n swembad. Die eiendom is omhein met betonmure. Verbeterings is nie gewaarborg nie.

Die hiernagenoemde eiendom sal vir verkoping aangebied word, en die tersaaklike verkoopvoorwaardes is as volg:

1. Die eiendom sal voetstoots en sonder reserwe verkoop word aan die hoogste bieder, onderhewig aan artikel 66 van die Landdroshofwet.

2. Die koper sal 10% (tien persent) as deposito in kontant betaal by toeslaan van die bod. Waarborg vir die balans binne 30 dae na veiling.

3. Die risiko in en voordeel tot die eiendom sal oorgedra word aan die koper met datum van die verkoping.

Die volle voorwaardes sal voor die verkoping uitgelees en kan gedurende kantoorure nagegaan word by die kantoor van die afslaaers.

Geteken te Kempton Park op hierdie 2de dag van November 1995.

C. A. C. Korf, Van Rensburg Schoon & Cronje, Die Eike 8, Monumentweg en Longstraat, Kempton Park, 1620. (Verw. mev. Van Heerden/AB1380.)

Case 9620/94
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 **Woods, Olga Doreen**, Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the office of De Klerk, Vermaak and Partners, Overvaal Building, 28 Kruger Avenue, Vereeniging, on 7 December 1995 at 10:00, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of De Klerk, Vermaak and Partners, Overvaal Building, 28 Kruger Avenue, Vereeniging, prior to the sale:

Certain Holding 108, situated in the Township of Buyscelia Agricultural Holdings, Registration Division IQ, Transvaal, being 7 Joubert Road, corner of De Wet Street, Buyscelia Agricultural Holdings, Vereeniging, measuring 2,1416 (two comma one four one six) hectares.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: A detached single storey brick built residence with tiled roof, comprising kitchen, lounge/dining-room, family room, store-room, scullery, four bedrooms, two bathrooms with outbuildings with similar construction comprising four garages, three carports, servant's room, bathroom, laundry, store-room, flatlet and six stables.

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 on this 2nd day of November 1995.

Ramsay, Webber and Company, Plaintiff's Attorneys, Fifth Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/avb/W162.)

Case 19593/95
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 **Manana, Mamathaba Brenda**, 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 4 December 1995 at 10:00, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff, Germiston South, United Building, Third Floor, 177 President Street, Germiston, prior to the sale:

Certain Portion 312 (a portion of Portion 7) of Lot 132, situated in the Township of Klippoortje Agricultural Lots, Registration Division IR, Transvaal, being 4 Suikerbos Place, Klippoortje Agricultural Lots, Germiston, measuring 1 096 (one thousand and ninety-six) square metres.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: A detached single storey brick built residence with tiled roof, comprising kitchen, lounge/dining-room, three bedrooms, bathroom with outbuildings with similar construction comprising double 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 on this 2nd day of November 1995.

Ramsay, Webber and Company, Plaintiff's Attorneys, Fifth Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/avb/M1221.)

Case 34553/92
PH 104

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

In the matter between **The Standard Bank of S.A. Ltd**, Execution Creditor, and **Maré, Clifford Pierré**, Execution Debtor

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

Certain Erf 124, situated in the Township of Wychwood, Registration Division IR, Transvaal, being 47 Price Road, Wychwood, Primrose, Germiston, measuring 1 171 (one thousand one hundred and seventy-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 two garages, servant's room, bathroom and store-room.

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

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

Dated at Johannesburg on this 2nd day of November 1995.

Ramsay, Webber and Company, Plaintiff's Attorneys, Fifth Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/avb/M503.)

Saak 14020/94

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

In die saak tussen **ABSA Bank Beperk** handeldrywende as Allied Bank, voorheen Allied Bouvereniging, Eksekusieskuldeiser, en **C. W. F. Swanepoel**, Eksekusieskuldenaar

Ten uitvoerlegging van 'n vonnis toegestaan deur bogemelde Agbare Hof sal 'n verkoping sonder reserwes deur Property Mart Afslaers, op 5 Desember 1995 om 12:00, te Shirleystraat 20, Birchleigh-Noord-uitbreiding 1, 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 afslaers te Eerste Verdieping, Pogir Bastion Ins. Huis, Louis Bothalaan 244, Orange Grove:

Sekere Erf 1187, Birchley-Noord-uitbreiding 1-dorpsgebied, Registrasieafdeling IR, Transvaal, gehou onder Titellakte No. T. 84434/90, grootte 1 172 (eenduisend eenhonderd twee-en-sewentig) vierkante meter, ook bekend as Shirleystraat 20, Birchleigh-Noord-uitbreiding 1.

Beskrywing: Woning bestaande uit badkamer, sitkamer, twee slaapkamers, kombuis, twee toilette, eetkamer, alles onder 'n teëldak, twee motorhuise en motoroprit. Die eiendom is omhein met betonmure. Verbeterings is nie gewaarborg nie.

Die hiernagenoemde eiendom sal vir verkoping aangebied word, en die tersaaklike verkoopvoorwaardes is as volg:

1. Die eiendom sal voetstoots en sonder reserwe verkoop word aan die hoogste bieder, onderhewig aan artikel 66 van die Landdroshofwet.

2. Die koper sal 10% (tien persent) as deposito in kontant betaal by toeslaan van die bod. Waarborg vir die balans binne 30 dae na veiling.

3. Die risiko in en voordeel tot die eiendom sal oorgedra word aan die koper met datum van die verkoping.

Die volle voorwaardes sal voor die verkoping uitgelees en kan gedurende kantoorure nagegaan word by die kantoor van die afslaers.

Geteken te Kempton Park op hierdie 2de dag van November 1995.

C. A. C. Korf, vir Van Rensburg Schoon & Cronje, 8 Die Eike, Monumentweg en Longstraat, Kempton Park, 1620. (Verw. mev. Van Heerden/AB1389.)

Saak 60583/93

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **ABSA Bank Beperk**, handeldrywende as Trustbank, Eiser, en **De Jongh, Sandra**, voorheen Mattheus, Identiteitsnommer 6002210042008, Verweerder

'n Openbare veiling sonder 'n reserweprys sal deur die Balju, Wonderboom, te Gedeelte 83, De Onderstepoort, noord van Sasko Meule, ou Warmbadpad, Bon Accord, op 8 Desember 1995 om 11:00, volgens voorwaardes wat nou by die kantore van die Balju, Wonderboom, te Gedeelte 83, De Onderstepoort, noord van Sasko Meule, ou Warmbadpad, Bon Accord, ter insae lê en wat ten tye van die veiling voorgelees sal word, van die volgende eiendom:

Erf 797, Theresapark-uitbreiding 2, Registrasieafdeling JR, Transvaal, groot 800 (agthonderd) vierkante meter gehou kragtens Akte van Transport T38452/1988.

Hierdie eiendom is geleë te Ant Bearlaan 11, Theresapark, Pretoria.

Die volgende verbeterings is op die eiendom aangebring: Sitkamer, eetkamer, TV-kamer, kombuis, drie slaapkamers, badkamer en toilet. *Konstruksie:* Mure—Baksteen. Plafon—Komposisie bord. Vloer—Matte en keramiek teëls. Dak—Sement-teëls. *Buitegeboue:* Enkelmotorhuis.

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 3de dag van November 1995.

E. J. J. Geyser, vir Rooth & Wessels, Tweede Verdieping, Eerste Nasionale Bankgebou, Kerkplein, Pretoria. (Tel. 325-2940.) (Verw. Geyser/mev. Mare/A821.)

Saak 82420/94

IN IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **NBS Bank Limited**, Eiser, en **Ruben George Benjamin Dreyer**, Eerste Verweerder, en **Wilhelmina Hendrina Dreyer**, Tweede Verweerder

Ingevolge 'n vonnis toegestaan in die Landdroshof en 'n lasbrief vir eksekusie gedateer 20 Januarie 1995, uitgereik deur bogemelde Agbare Hof, sal die volgende eiendom verkoop word deur die Balju van die Landdroshof, Wonderboom, te Gedeelte 83, De Onderstepoort, net noord van Sasko Meule, ou Warmbadpad, Bon Accord, aan die hoogste bieder op 8 Desember 1995 om 11:00:

Erf 239, geleë in die dorpsgebied Karenpark, Registrasieafdeling JR, provinsie Gauteng, groot 1 650 (eenduisend seshonderd en vyftig) vierkante meter, beter bekend as Cyclamenstraat 60, Karenpark.

Voorwaardes van verkoping:

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

2. Die volgende besonderhede ten opsigte van verbeteringe word verskaf maar nie gewaarborg nie: Enkelverdiepingwoonhuis met drie slaapkamers, twee badkamers, twee storte, ingangsportaal, sitkamer, eetkamer, TV-kamer, kombuis, matte met buitewoonstel bestaande uit slaapkamer, aantrekkamer, badkamer met wasbak.

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

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

Geteken te Pretoria op hierdie 2de dag van November 1995:

S. E. du Plessis, vir Van der Merwe Du Toit & Fuchs, Prokureurs Eksekusieskuldeiser, 14de Verdieping, Sanlamsentrum, Andriesstraat 252, Pretoria. (Verw. mev. Engels/JR48070.)

Case 20784/95

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Theunis Filippes Barnard**, First Defendant, and **Ilona Denise Barnard**, Second Defendant

Notice is hereby given that on 7 December 1995 at 10:00, the undermentioned property will be sold by public auction at the offices of the Sheriff, Benoni, 49 Kempston Avenue, Benoni, pursuant to a judgment in this matter granted by the above Honourable Court on 4 October 1995, namely:

Certain Erf 5125, Benoni Extension 14, Registration Division IR, Province of Gauteng, situated at 5 Susan Street, Farrarmere, Benoni Extension 14.

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

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

Dated at Boksburg on 13 October 1995.

Tuckers Inc., Second Floor, Permanent Building, 312 Commissioner Street, Boksburg. (Tel. 892-3400.) (Ref. Mrs L. Pinheiro/H06087.)

Case 17883/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited**, (United Bank Division), Plaintiff, and **Tsotetsi, Nkani**, First Defendant, and **Tsotetsi, Ntsoaki Jemina**, 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, Heidelberg, in front of the Magistrate's Court, Begemann Street, Heidelberg, on 8 December 1995 at 09:00, of the undermentioned property of the Defendants on the conditions to be read out by the Sheriff at the time of the sale and which conditions may be inspected at the offices of the Deputy Sheriff, Heidelberg, prior to the sale:

Certain Erf 1427, Ratande Township, Registration Division IR, Province of Gauteng, situated at 1427 Ratanda, Heidelberg, measuring 260 (two hundred and sixty) square metres.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: Building built of brick and plaster, tiled roof, comprising of a lounge, kitchen, two bedrooms and bathroom with 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. Auctioneer's charges, payable on the day of the sale, to be paid by the purchaser.

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

Hammond Pole & Dixon, c/o Mark Yammin, Hammond & Partners, Seventh Floor, Bedford Centre, Bedford Gardens, Bedfordview. (Tel. 917-4631.) [Ref. Mrs Teixeira/U00234 (UB234).]

Case 7037/94

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

In the matter between **ABSA Bank Ltd** (United Bank Division), Plaintiff, and **John Blackie Jenkins**, First Defendant, and **Emmerensia Cathrina Jenkins**, Second Defendant

In pursuance of a judgment in the Court for the Magistrate of Boksburg, on 19 July 1994, and a warrant of execution issued pursuant thereto the property listed hereunder will be sold in execution and by public auction on 4 December 1995 at 13:00, at the property namely:

Certain Erf 220, Vandykpark Township, situated at 40 Baoboab Street, Township of Vandykpark, District of Boksburg, measuring 853 (eight hundred and fifty-three) square metres.

The following improvements are reported to be on the property, but nothing is guaranteed: Building built of brick and consists of a lounge, dining-room, kitchen, three bedrooms, bathroom with a w.c., servant's room, w.c. and carport.

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 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 the Property Mart, 244 Louis Botha Avenue, Pogir Bastion Insurance House, First Floor, Orange Grove.

Dated at Boksburg on this 2nd day of November 1995.

Hammond Pole & Dixon Inc., Attorney for Plaintiff, 10 Bloem Street, Boksburg. (Tel. 917-4631.) (Ref. Mrs Teixeira/U00220.)

Case 21356/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (United Bank Division), Plaintiff, and **Griffin: Joseph William**, First Defendant, and **Griffin: Hester Magrietha**, 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, Springs, at 56 12th Street, Springs, on 8 December 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 1512, Springs Extension Township, Registration Division IR, the Province of Gauteng, situated at 83 Main Street, Springs Extension, measuring 495 (four hundred and ninety-five) square metres.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: Building built of brick and plaster, tiled roof comprising a stoep, entrance hall, lounge, three bedrooms, kitchen, pantry, scullery, bathroom with a w.c. and a garage.

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

Dated at Johannesburg on this 2nd day of November 1995.

Hammond Pole & Dixon, c/o Mark Yammin, Hammond & Partners, Seventh Floor, Bedford Centre, Bedford Gardens, Bedfordview. (Tel. 917-4631.) (Ref. Mrs Teixeira/U00406.)

Saak 1711/95

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

In die saak tussen **ABSA Bank Beperk**, handeldrywende as Allied Bank (voorheen Allied Bouverenigings), Eksekusieskuldeiser, en **H. D. van der Merwe**, Eksekusieskuldenaar

Ten uitvoerlegging van 'n vonnis toegestaan deur bogemelde Agbare Hof sal 'n verkoping sonder reserwes deur Property Mart Afslaaers, op 5 Desember 1995 om 14:00, te Gedeelte 18, soos meer breedvoerig beskryf word op Deeltitelplan No. 300/94 in die skema beter bekend as Sunningdale Club I, Tinus de Jonghstraat, Birchleigh-uitbreiding 19, 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 afslaaers te Eerste Verdieping, Pogir Bastion Ins. Huis, Louis Bothalaan 244, Orange Grove:

Sekere erf No.: Gedeelte 18, Sunningdale Club I, Tinus de Jonghstraat, Birchleigh-uitbreiding 19-dorpsgebied, Registrasieafdeling IR, Transvaal.

Transportaktenommer: Gehou onder Titelakte ST36573/94.

Grootte: 52 (twee-en-vyftig) vierkante meter.

Ook bekend as: Eenheid 18, Sunningdale Club I, Tinus de Jonghstraat, Birchleigh-uitbreiding 19.

Beskrywing: Eenheid bestaande uit badkamer, sitkamer, twee slaapkamers, kombuis, toilet, alles onder 'n teëldak en 'n motorafdak. 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 afslaaers.

Geteken te Kempton Park op hierdie 2de dag van November 1995.

C. A. C. Korf, vir Van Rensburg Schoon & Cronje, Die Eike 8, hoek van Monumentweg en Longstraat, Kempton Park, 1620. (Verw. mev. Van Heerden/AB1382.)

Saak 7488/95

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

In die saak tussen **ABSA Bank Beperk**, handeldrywende as Allied Bank (voorheen Allied Bouverenigings), Eksekusieskuldeiser, en **S. Lombard**, Eksekusieskuldenaar

Ten uitvoerlegging van 'n vonnis toegestaan deur bogemelde Agbare Hof sal 'n verkoping sonder reserwes deur Property Mart Afslaaers, op 5 Desember 1995 om 15:00, te Gedeelte 28, soos meer breedvoerig beskryf word op Deeltitelplan SS441/93 in die skema beter bekend as Willowrock Village, Tinus de Jonghstraat, Birchleigh-uitbreiding 19, 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 afslaaers te Eerste Verdieping, Pogir Bastion Ins. Huis, Louis Bothalaan 244, Orange Grove:

Sekere erf No.: Gedeelte 28, in die skema bekend as Willowrock Village, Tinus de Jonghstraat, Birchleigh-uitbreiding 19-dorpsgebied, Registrasieafdeling IR, Transvaal.

Transportaktenommer: Gehou onder Titelakte ST50827/93.

Grootte: 58 (ag-en-vyftig) vierkante meter.

Ook bekend as: Eenheid 28, Willow Rock Village, Tinus de Jonghstraat, Birchleigh-uitbreiding 19.

Beskrywing: Eenheid bestaande uit badkamer, sitkamer, twee slaapkamers, kombuis, toilet, alles onder 'n teëldak, motoroprit, motorafdak en die eiendom is omheind met een muur. 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 afslaers.

Geteken te Kempton Park op hierdie 2de dag van November 1995.

C. A. C. Korf, vir Van Rensburg Schoon & Cronje, Die Eike 8, hoek van Monumentweg en Longstraat, Kempton Park, 1620. (Verw. mev. Van Heerden/AB1615.)

Saak 13686/94

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

In die saak tussen **ABSA Bank Beperk**, handeldrywende as Allied Bank (voorheen Allied Bouverenigings), Eksekusieskuldeiser, en **N. J. van Loggerenberg**, Eerste Eksekusieskuldenaar, en **G. H. van Loggerenberg**, Tweede Eksekusieskuldenaar

Ten uitvoerlegging van 'n vonnis toegestaan deur bogemelde Agbare Hof sal 'n verkoping sonder reserwes deur Property Mart Afslaers, op 6 Desember 1995 om 11:00, te Heronstraat 10, Birch Acres-uitbreiding 12, 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 afslaers te Eerste Verdieping, Pogir Bastion Ins. Huis, Louis Bothalaan 244, Orange Grove:

Sekere erf No.: Erf 2388, Birch Acres-uitbreiding 12-dorpsgebied, Registrasieafdeling IR, Transvaal.

Transportaktenommer: Gehou onder Titellakte T28406/91.

Grootte: 819 (agthonderd-en-negentien) vierkante meter.

Ook bekend as: Heronstraat 10, Birch Acres-uitbreiding 12.

Beskrywing: Woning bestaande uit twee badkamers, sitkamer, drie slaapkamers, kombuis, twee toilette, eetkamer, alles onder 'n teëldak, motorhuis en die eiendom is omhein met betonmure. Verbeterings is nie gewaarborg nie.

Die hiernagenoemde eiendom sal vir verkoping aangebied word, en die tersaaklike verkoopvoorwaardes is as volg:

1. Die eiendom sal voetstoots en sonder reserwe verkoop word aan die hoogste bieder, onderhewig aan artikel 66 van die Landdroshofwet.

2. Die koper sal 10% (tien persent) as deposito in kontant betaal by toeslaan van die bod. Waarborg vir die balans binne 30 dae na veiling.

3. Die risiko in en voordeel tot die eiendom sal oorgedra word aan die koper met datum van die verkoping.

Die volle voorwaardes sal voor die verkoping uitgelees en kan gedurende kantoorure nagegaan word by die kantoor van die afslaers.

Geteken te Kempton Park op hierdie 2de dag van November 1995.

C. A. C. Korf, vir Van Rensburg Schoon & Cronje, Die Eike 8, hoek van Monumentweg en Longstraat, Kempton Park, 1620. (Verw. mev. Van Heerden/AB1435.)

Saak 6524/95

IN DIE LANDDROSHOF VIR DIE DISTRIK KRUGERSDORP GEHOU TE KRUGERSDORP

In die saak tussen **NBS Bank Beperk**, Eiser, en **Herculaas Johannes Eloff**, Verweerder

Kragtens 'n vonnis en 'n lasbrief vir eksekusie word die eiendom nl:

Eiendom: Erf 362, Dan Pienaar-uitbreiding 1-dorpsgebied, Registrasieafdeling IQ, Transvaal.

Ligging: Pienaarstraat 2, Dan Pienaarville, Krugersdorp, in eksekusie verkoop op 13 Desember 1995 om 10:00, deur die Balju by sy kantoor te Klaburnhof, Ockersesstraat 22B, Krugersdorp.

Verkoopvoorwaardes: Die verkoping is voetstoots aan die hoogste bieder onderhewig aan die Landdroshofwet, verkoopvoorwaardes en 'n 10% (tien persent) deposito word vereis.

Swart, Redelinghuys, Nel & Vennote, Nedbankgebou 501, hoek van Human- en Krugerstraat, Krugersdorp. (Tel. 953-1112.) (Verw. Jan Nel.)

IN DIE LANDDROSHOF VIR DIE DISTRIK RUSTENBURG GEHOU TE RUSTENBURG

In die saak tussen **Saambou Nasionale Bouvereniging Bpk.**, Eksekusieskuldeiser, en **J. L. Kruger**, Eksekusieskuldenaar

Ingevolge uitspraak van bogenoemde Agbare Hof en 'n lasbrief tot eksekusie gedateer 15 Junie 1995 sal hierdie ondervermelde eiendom geregtelik verkoop word op 8 Desember 1995 om 11:00, voor die Landdroskantoor, Kloppestraat, Rustenburg, aan die persoon wie die hoogste aanbod maak, nl:

Sekere: Gedeelte 2 van Erf 137 in die dorp Rustenburg, Registrasieafdeling JQ, Transvaal, groot 1 039 (eenduisend en nege-en-dertig) vierkante meter, gehou kragtens Akte van Transport T40897/1981, onderhewig aan alsodanige voorwaardes as wat in die gemelde Akte vermeld staan of na verwys word.

Die verkoopvoorwaardes, wat onmiddellik voor die verkoping gelees sal word lê ter insae in die kantoor van die Balju, Smutslaan, Rustenburg. Die belangrikste voorwaardes daarin vervat is die volgende:

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

Geteken te Rustenburg hede die 24ste dag van Oktober 1995.

Breytenbach, Prinsloo Ingelyf, Breytenbach Prinsloogebou, Burgerstraat 122; Posbus 75, Rustenburg. (Verw. mnr. Prinsloo/LS/SC1.)

Case 10248/93
PH 482

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Fidelity Bank Limited** (formerly Eastern Province Building Society), Plaintiff/Execution Creditor, and **Temele, Nozipho Albert**, First Defendant/Execution Debtor, and **Temele, Nomthandaso Sinna**, Second Defendant/Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) a sale without reserve will be held by the Sheriff of the Supreme Court for the District of Boksburg, at 182 Leeuwpoort Street, Boksburg, on Friday, 8 December 1995 at 11:15, of the undermentioned property of the Defendants on and subject to the conditions to be inspected at the offices of the said Sheriff:

The property is Erf 504, Windmill Park Township, Registration Division IR, Transvaal, measuring 1 000 square metres and held under Deed of Transfer T1595/1993 situated at 13 Apex Street, Windmill Park, Boksburg.

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

Two semi-detached single storey duets with tiled roof, brick external walls and carpeted floors.

(a) Lounge cum dining-room, kitchen, three bedrooms, mes and bathroom.

(b) Lounge cum dining-room, kitchen, two bedrooms, bathroom and w.c.

(c) Two garages.

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

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

Dated at Johannesburg this 27th day of October 1995.

Max Cohen, Plaintiff's Attorney, 410 Delbree House, 300 Bree Street, Johannesburg, 2001; P.O. Box 4184, Johannesburg, 2000. (Tel. 333-0046.) (Dx 257 Jhb.) (C43) (Ref. Max Cohen/Clinton Lewis/E232.)

Saak 13489/95

IN DIE HOOGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **Eerste Nasionale Bank van SA Beperk**, Eiser, en **David Charles Anthony Sutherland**, Verweerder

Geliewe kennis te neem dat in opvolging van 'n vonnis in bogemelde aksie toegestaan op 17 Augustus 1995, sal die ondervermelde onroerende eiendom, geregistreer in die naam van die Verweerder, sonder 'n reserweprys, deur die Balju in eksekusie verkoop word op 7 Desember 1995 om 10:00:

Erf 494, geleë in die dorpsgebied van Bellevue, Registrasieafdeling IR, Transvaal, grootte 495 vierkante meter, gehou kragtens Akte van Transport T34295/1980 en T21333/1982 (die eiendom is ook beter bekend as Yeostraat 102, Bellevue).

Plek van verkoping: Die verkoping sal plaasvind te die kantore van die Balju, Johannesburg-Oos, Eerste Verdieping, Marshallstraat 131, Johannesburg.

Verbeterings: Die volgende verbeterings is op die eiendom aangebring alhoewel geen waarborg daartoe verskaf word nie: 'n Woonhuis bestaande uit sitkamer, gesinskamer, kombuis, twee slaapkamers en badkamer. Buitegeboue synde 'n dubbelmotorhuis, sonering Residensieel.

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

Gedateer te Pretoria op hierdie 30ste dag van Oktober 1995.

G. van den Burg, vir Rorich Wolmarans & Luderitz Ing., Ons Eerste Volksbankgebou, Kerkplein 32, Mutuallaan, Pretoria. (Tel. 325-3933.) (Verw. v.d. Burg/avdp/F.9962/B1.)

Case 6026/95

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

In the matter between **The Board of Executors Mortgage Nominees**, Plaintiff, and **Metro Skinner CC**, Defendant

In execution of a judgment of the above Honourable Court, in this suit, the undermentioned property will be sold in execution by the Sheriff of the Supreme Court at 607 Olivetti Building, corner of Schubart and Pretorius Streets, Pretoria, to the highest bidder, on Thursday, 7 December 1995 at 10:00, a certain property:

Description: Erf 2910, Pretoria, Registration Division JR, Transvaal, as held by Certificate of Consolidated Title 17541/1969, measuring 3 209 square metres, situated at 159 Skinner Street, Pretoria. Zoning Business 4.

Terms and conditions:

1. The property will be sold without reserve to the highest bidder and will be subject to the regulations and conditions of the Supreme Courts Act and rules proclaimed thereunder and the regulations of the Deeds Registration Act where applicable.

2. The following improvements exist, of which nothing is guaranteed: A block of offices and flats.

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

Conditions: The full conditions of sale may be inspected at the Sheriff's offices at Olivetti Building 607, corner of Schubart and Pretorius Streets, Pretoria.

Dated at Pretoria on this the 30th day of October 1995.

Herman van Rensburg, Attorneys for Plaintiff, c/o Hurly & Kukkuk, Fourth Floor, Trust Bank Centre, Pretorius Street, Pretoria. (Tel. 660-1955.) (Ref. Mr Van Rensburg.)

Case 818/95

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Isaiah Joseph Seoka**, Defendant

Pursuant to the judgment of the above court and writ of execution dated 21 September 1995, the undermentioned immovable property will be sold by public auction on Friday, 1 December 1995 at 11:00, at the office of the Sheriff of Wonderboom, Portion 83, De Onderstepoort (just north of Sasko Mills, old Warmbaths Road, Bon Accord), to the highest bidder:

Erf 556, Soshanguve, DD Township, Registration Division JR, Transvaal, measuring 634 square metres, held by virtue of Certificate of Right of Leasehold T237/92, known as 556 Block DD, Soshanguve.

The following improvements are situated on the property, although in this respect nothing is guaranteed: A single-storey dwelling under a tiled roof comprising three bedrooms, kitchen, lounge, two bathrooms (en suite), shower and toilet and garage.

Conditions of sale: 10% (ten per cent) and Sheriff of the Magistrate's Court charges in cash or by means of bank-guaranteed cheque immediately after the property is declared sold and the balance plus interest shall be paid against transfer and secured by bank, building society or other acceptable guarantee to be furnished within thirty (30) days from date of sale.

The conditions of sale, which will be read immediately prior to the sale, may be inspected at the offices of the Sheriff of the Magistrate's Court Wonderboom, Portion 83, De Onderstepoort, old Warmbaths Road, Bon Accord.

Signed at Cape Town, October 1995.

D. J. Lloyd, for Walker Malherbe Godley & Field, Plaintiff's Attorneys, 15th Floor, Pleinpark, Plein Street, Cape Town. (Ref. DJL/ND.)

Case 10562/95

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

In the matter between **United Bank**, a division of ABSA Bank Limited, Plaintiff, and **Tjabane Tseliso Lawrence**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve of the undermentioned property will be held at the offices of the Sheriff, Johannesburg East, First Floor, 131 Marshall Street, Johannesburg, on 7 December 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:

Portion 1 of Erf 293, Bellevue East (Section 1 Masada Court), Registration Division IR, Transvaal, bearing the physical address of Section 1 Masada Court, 103 Yeo Street, Bellevue East, Johannesburg, measuring 115 (one hundred and fifteen) square metres.

Improvements (not guaranteed): Lounge, dining-room, two bedrooms, bathroom, separate w.c. and kitchen.

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 Johannesburg on this the 20th day of October 1995.

Matlala Inc., 12th Floor, XB Centre, 6 Plein Street, Johannesburg, 2001; P.O. Box 404, Johannesburg, 2000. [Tel. (011) 836-4695/6.] [Fax. (011) 836-4697.] (Ref. P.M/lm/A16.)

Saak 58199/95

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **NBS Bank Limited**, Eiser, en **Jan Bastiaan Richards**, Verweerder, en **Maria Elizabeth Richards**, Tweede Verweerder

Ingevolge 'n vonnis toegestaan in die landdroshof en 'n lasbrief vir eksekusie gedateer 2 Oktober 1995, uitgereik deur bogemelde Agbare Hof, sal die volgende eiendom verkoop word deur die Balju van die Landdroshof, Pretoria Sentraal, NG Sinodalesentrum, Visagiestraat 234, Pretoria, aan die hoogste bieder op 12 Desember 1995 om 10:00:

Deel 19, soos getoon en meer volledig omskryf op Deelplan SS179/95, in die skema bekend as Mopalami ten opsigte van die land en gebou of geboue geleë in die dorpsgebied Pretoria, plaaslike owerheid, Sentrale Pretoria Metropolitaanse Substruktuur, groot 63 (drie-en-sestig) vierkante meter, beter bekend as Woonstel 20, Mopalami, hoek van Van der Walt- en Jacob Marestraat, Pretoria.

Voorwaardes van verkoping:

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

2. Die volgende besonderhede ten opsigte van verbeteringe word verskaf maar nie gewaarborg nie: Een en 'n halwe slaapkamerwoonstel met sit-/eetkamer, kombuis en badkamer met swembad en tuin.

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

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

Geteken te Pretoria op hierdie 7de dag van November 1995.

S. E. du Plessis, vir Van der Merwe Du Toit & Fuchs, Prokureurs vir Eksekusieskuldeiser, 14de Verdieping, Sanlamsentrum, Andriesstraat 252, Pretoria. (Verw. mev. Engels/JR58039.)

Saak 1821/95

IN DIE LANDDROSHOF VIR DIE DISTRIK KRUGERSDORP GEHOU TE KRUGERSDORP

In die saak tussen **ABSA Bank Bpk.**, handeldrywend as Trust Bank, Eiser, en **Mathys Christoffel Johannes de Beer**, Verweerder

Ter uitwinning van 'n vonnis van die Landdroshof te Krugersdorp, in bogemelde saak, sal 'n verkoping sonder 'n reserweprys gehou word te Hoewe 73, Oaktree-landbouhoewes, Krugersdorp op 6 Desember 1995 om 12:00, van die ondergemelde eiendom van die Verweerder en die voorwaardes wat deur die Afslaer gelees sal word ten tye van die verkoping welke voorwaardes by die kantore van Westvaal Afslaeers, Tweede Verdieping, Wesrandgebou, Humanstraat 43, Krugersdorp, voor die verkoping ter insae sal lê:

Hoewe 73, Oaktree-landbouhoewes, Krugersdorp, groot 2,5696 (twee komma vyf ses nege ses) hektaar.

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

Verbeterings: Woonhuis met buitegeboue.

Terme: 10% (tien persent) van die koopprys in kontant op die dag van die verkoping en ten opsigte van die balans betaalbaar teen registrasie van transport moet 'n bank- of bougenootskap- of ander aanneembare waarborg binne veertien (14) dae vanaf datum van verkoping verskaf word. Indien 'n afslaer in diens geneem is soos in reël 43 (9) bepaal, kommissie in die bedrag van 5% (vyf persent) op die opbrengs van die verkoping, betaalbaar deur die koper, tot 'n prys van R20 000 en daarna 3% (drie persent) tot 'n maksimum van R6 000, met 'n minimum van R200.

Gedateer te Krugersdorp op hede die 6de dag van November 1995.

K. F. du Plessis, vir Karel du Plessis & Heidtmann, Tweede Verdieping, Wesrandgebou, Humanstraat 43, Posbus 616, Krugersdorp. (Tel. 953-1830/1/2/3.) (Verw. mev. Van der Merwe/cb/B13275/CT0167.)

Saak 671/93

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **O. T. K. (Koöperatief) Beperk**, Eiser, en **Jan Machiel Oosthuyzen**, Verweerder

Ingevolge 'n vonnis in terme van Reël 31 (1) van bogenoemde Hof gedateer 22 November 1994 en lasbrief tot uitwinning, onroerende bates gedateer 10 Julie 1995, sal die hieronder vermelde eiendomme geregteelik, per openbare veiling, verkoop word op Vrydag, 1 Desember 1995 om 10:00, te Kamer 83, Landdroskantoor, Markstraat, Bethal, naamlik:

1. Resterende gedeelte (gedeelte van Gedeelte 3) van Gedeelte 8 van die plaas Rustfontein 109, Registrasieafdeling IS, Mpumalanga Provinsie, groot 94,2188 hektaar, gehou kragtens Akte van Transport T59296/1980, ligging ±10 km vanaf Bethal op die Alexanderpad aan die linkerkant.

Die volgende inligting word verstrek maar nie gewaarborg nie.

Ou vervalde woonhuis word bewoon deur plaasarbeiders, boorgat met windpomp, boorgat met pype sonder windpomp, gronddam, twee lande, kampe en weidingskamp.

2. Gedeelte 27 (gedeelte van Gedeelte 4) van die plaas Rustfontein 109, Registrasieafdeling IS, Mpumalanga Provinsie, groot 42,7253 hektaar, gehou kragtens Akte van Transport T28613/1983, ligging ± 10 km tot 12 km vanaf Bethal op die Alexanderpad regs van die pad vanaf Bethal.

Die volgende inligting word verstrek maar nie gewaarborg nie.

Geen verbeterings nie. Hierdie eiendom tesame met eiendomme 4 en 5 hieronder het gesamentlik twee lande en een weidingskamp.

3. Gedeelte 6 (gedeelte van Gedeelte 1) van die plaas Witrand 103, Registrasieafdeling IS, Mpumalanga Provinsie, groot 211,6833 hektaar, gehou kragtens Akte van Transport T42284/1979, ligging ± 17 km vanaf Bethal op die Bethal-Alexanderpad, weerskante van die pad.

Die volgende inligting word verstrek maar nie gewaarborg nie.

Ou vervalde woonhuis waarin plaasarbeiders woon. Daar is 'n oop waterspruit met geen boorgate nie, drie landekampe en weidingskamp.

4. Gedeelte 28 (gedeelte van Gedeelte 4) van die plaas Rustfontein 109, Registrasieafdeling IS, Mpumalanga Provinsie, groot 42,7253 hektaar, gehou kragtens Akte van Transport T28613/1983, ligging ± 10 km — 12 km vanaf Bethal op die Alexanderpad, regs van die pad.

Die volgende inligting word verstrek maar nie gewaarborg nie.

Hierdie eiendom is aangrensend tot eiendomme 2 hierbo en eiendom 5 hieronder. Geen verbeterings.

5. Gedeelte 29 (gedeelte van Gedeelte 4) van die plaas Rustfontein 109, Registrasieafdeling IS, Mpumalanga Provinsie, groot 143,6946 hektaar, gehou kragtens Akte van Transport T28613/1983, ligging ± 10 km — 12 km vanaf Bethal op die Alexanderpad, regs van die pad.

Die volgende inligting word verstrek maar nie gewaarborg nie.

Hierdie eiendom is aangrensend tot eiendom 2 en 4 hierbo. Geen verbeterings behalwe 2 lande en weidingskamp wat gedeel word met eiendom 2 en 4 hierbo.

6. Erf 533, geleë in die dorp Bethal, Registrasieafdeling IS, Mpumalanga Provinsie, groot 2,855 vierkante meter, gehou kragtens Akte van Transport T35490/1965, gehou kragtens Akte van Transport T35490/1965, geleë te Vermootenstraat 88, Bethal.

Die volgende inligting word verstrek maar nie gewaarborg nie.

Op die erf is 'n woonhuis van steen en sink, groot ongeveer 300 vierkante meter, gipsplafonne en matvloer bedekking. Twee motorhuise en een buitekamer asook 'n woonstel vas aan die huis gebou van ongeveer 40 vierkante meter en 'n afdak.

Voorwaardes: Die volledige voorwaardes van hierdie verkoping wat onmiddellik voor die verkoping afgelees sal word lê ter insae by die kantoor van die Balju Bethal, Proteagebou, Markstraat, Bethal. [Tel. (01361) 5882.]

Gedateer te Pretoria op hierdie 6de dag van November 1995.

Ernst J. V. Penzhorn, Tweede Verdieping, Unitedgebou, Esselenstraat 291, Sunnyside, Pretoria. (Tel. 341-3290/1.) (Verw. HA0080.)

Saak 5103/95

IN DIE LANDDROSHOF VIR DIE DISTRIK KRUGERSDORP GEHOU TE KRUGERSDORP

In die saak tussen **Saambou Nasionale Bouvereniging**, Eiser, en **James du Toit**, Eerste Verweerder, en **Martha Magdalena du Toit**, Tweede Verweerder

Ter uitwinning van 'n vonnis van die Landdroshof te Krugersdorp, in bogemelde saak, sal 'n verkoping sonder 'n reserweprys gehou word te Erf 67, Quellerie Park, Krugersdorp, ook bekend as Nassaustraat 27, Quellerie Park, Krugersdorp, op 6 Desember 1995 om 14:00, van die ondergemelde eiendom van die Verweerder en die voorwaardes wat deur die Afslaer gelees sal word ten tye van die verkoping welke voorwaardes by die kantore van Westvaal Afslaers, Tweede Verdieping, Wesrandgebou, Humanstraat 43, Krugersdorp, voor die verkoping ter insae sal lê:

Ook bekend as Nassaustraat 27, Quellerie Park, Krugersdorp, Erf 67, Quellerie Park, Krugersdorp, groot 694 (seshonderd vier-en-negentig) vierkante meter.

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

Verbeterings: Sitkamer, gesinskamer, eetkamer, twee badkamers, vyf slaapkamers, gang, kombuis, swembad, bediende-kamer, stoorkamer en motorhuis.

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 veertien (14) dae vanaf datum van verkoping verskaf word. Indien 'n afslaer in diens geneem is soos in reël 43 (9) bepaal, kommissie in die bedrag van 5% (vyf persent) op die opbrengs van die verkoping, betaalbaar deur die koper, tot 'n prys van R20 000 en daarna 3% (drie persent) tot 'n maksimum van R6 000, met 'n minimum van R200.

Gedateer te Krugersdorp op hede die 6de dag van November 1995.

K. F. du Plessis, vir Karel du Plessis & Heidtmann, Tweede Verdieping, Wesrandgebou, Humanstraat 43, Posbus 616, Krugersdorp. (Tel. 953-1830/1/2/3.) (Verw. mev. Van der Merwe/cb/B13564/CS0215.)

Case 1701/94

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

In the matter between **Gilerine Jewellers**, Plaintiff, and **H. B. Siweya**, Defendant

In pursuance of judgment of the Court of the Magistrate of Phalaborwa and writ of execution dated 4 October 1995, the following property will be sold by public auction on 28 November 1995 at 15:00, before the Magistrate's Court, Namakgale, to the highest bidder, viz:

House 361, Longtill, situated in the Township of Namakgale.

Kitchen, bathroom, toilet, three rooms, lounge and storage room, include all alterations.

Material conditions of sale:

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

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

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

A. B. Maré, for Anton Maré Attorney, P.O. Box 664, Wilger Avenue, Phalaborwa, 1390. (Ref. Miss Benadie: G4654.)

Case 6468/95
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 **Mogoje, Dimakatso Junior**, 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 8 December 1995 at 10:00, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the Magistrate's Court, General Hertzog Street, Vanderbijlpark, prior to the sale:

Certain Erf 1107, situated in the Township of Lakeside, Registration Division IQ, Transvaal, being 1107 Lakeside, Vanderbijlpark, measuring 273 (two hundred and seventy-three) square metres.

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

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 on this 2nd day of November 1995.

Ramsay, Webber and Company, Plaintiff's Attorneys, Fifth Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/avb/M307.)

Case 16506/95
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 **Thorsen, Sten-Erik**, Execution Debtor

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

Certain Erf 2256, situated in the Township of Crystal Park Extension 3, Registration Division IR, Transvaal, being 28 Hoepoe Street, Crystal Park Extension 3, Benoni, measuring 813 (eight hundred and thirteen) square metres.

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

Terms: 10% (ten per centum) of the purchase price in cash on the day of sale, the balance payable against registration of transfer, to be secured by a bank, 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 2nd day of November 1995.

B. W. Webber, for Ramsay, Webber and Company, Plaintiff's Attorneys, Fifth Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/fp/T.193.)

Case 14602/94
P.H. 104IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)

In the matter between **The Standard Bank of S.A. Ltd**, Execution Creditor, and **Lubbe, Gerald Arthur**, First Execution Debtor, and **Lubbe, Tracey Karen**, 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 7 December 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 7599, situated in the Township of Kensington, Registration Division IR, Transvaal, being 93 Pandora Street, Kensington, Johannesburg, measuring 570 (five hundred and seventy) square metres.

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

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

Terms: 10% (ten per centum) of the purchase price in cash on the day of sale, the balance payable against registration of transfer, to be secured by a bank, 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 6th day of November 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/L260.)

Case 15434/95
P.H. 104IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)

In the matter between **The Standard Bank of S.A. Ltd**, Execution Creditor, and **Szalek, Andrzej-Krzysztof**, First Execution Debtor, and **Szalek, Alison Jane**, Second Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the office of De Klerk, Vermaak & Partners Attorneys, Overvaal Building, 28 Kruger Avenue, Vereeniging, on 7 December 1995 at 10:00, of the undermentioned property of the Defendants on the conditions which will lie for inspection at the offices of Attorneys De Klerk, Vermaak & Partners, Overvaal Building, 28 Kruger Avenue, Vereeniging, prior to the sale:

Certain Erf 19, situated in the Township of Arcon Park, Registration Division IQ, Transvaal, being 61 May Avenue, Arcon Park, Vereeniging, measuring 1 983 (one thousand nine hundred and eighty-three) square metres.

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

A detached single-storey brick built residence with tiled roof, comprising kitchen, lounge/dining-room, three bedrooms, two bathrooms with outbuildings with similar construction comprising of two garages, servant's room, a toilet and laundry.

Terms: 10% (ten per centum) of the purchase price in cash on the day of sale, the balance payable against registration of transfer, to be secured by a bank, building society or other acceptable guarantee to be furnished within 14 (fourteen) days from 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 6th day of November 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/S702.)

Case 4459/95
P.H. 104IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)

In the matter between **The Standard Bank of S.A. Ltd**, Execution Creditor, and **Letsie, Mokgele Samuel**, First Execution Debtor, and **Letsie, Martha Kweetse**, Second Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the office of De Klerk, Vermaak & Partners Attorneys, Overvaal Building, 28 Kruger Avenue, Vereeniging, on 7 December 1995 at 10:00, of the undermentioned property of the Defendants on the conditions which will lie for inspection at the offices of Attorneys De Klerk, Vermaak & Partners, Overvaal Building, 28 Kruger Avenue, Vereeniging, prior to the sale:

Certain Erf 831, situated in the Township of Bedworth Park, Registration Division IQ, Transvaal, being 38 Chloe Street, Bedworth Park, Vereeniging, measuring 1 489 (one thousand four hundred and eighty-nine) square metres.

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

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

Terms: 10% (ten per centum) of the purchase price in cash on the day of sale, the balance payable against registration of transfer, to be secured by a bank, 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 6th day of November 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/L291.)

Case 22420/95

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Simon Diphaphang Mitshizana**, First Defendant, and **Thelma Nontando Mahlali**, Second Defendant

Notice is hereby given that on 7 December 1995 at 10:00, the undermentioned property will be sold by public auction at the offices of the Sheriff, Benoni, 49 Kempston Avenue, Benoni, pursuant to a judgment in this matter granted by the above Honourable Court, on 11 October 1995, namely:

Certain Erf 837, Crystal Park Extension 1, Registration Division IR, Province of Gauteng, situated at 40 Tulbach Street, Crystal Park Extension 1, Benoni.

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

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

Dated at Boksburg on this the 3rd day of November 1995.

Tuckers Inc., Second Floor, Permanent Building, 312 Commissioner Street, Boksburg. (Tel. 892-3400.) (Ref. Mrs L. Pinheiro/H07034.)

Case 23338/95

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Michael John Jackman**, First Defendant, and **Gail Sally Jackman**, Second Defendant

Notice is hereby given that on 7 December 1995 at 10:00, the undermentioned property will be sold by public auction at the offices of the Sheriff, Benoni, 49 Kempston Avenue, Benoni, pursuant to a judgment in this matter granted by the above Honourable Court, on 24 October 1995, namely:

Certain Erf 6484, Benoni Extension 19, Registration Division IR, Province of Gauteng, situated at 9 Van Vuuren Street, Farrarmere, Benoni.

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

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

Dated at Boksburg on this the 3rd day of November 1995.

Tuckers Inc., Second Floor, Permanent Building, 312 Commissioner Street, Boksburg. (Tel. 892-3400.) (Ref. Mrs L. Pinheiro/H07067.)

**Case 69120/91
PH 157**

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

In the matter between **NBS Bank Limited** (Reg. No. 87/01384/06), Judgment Creditor, and **Stewart Cockburn**, Judgment Debtor

In pursuance of a judgment in the Court of the Magistrate of Johannesburg, District Johannesburg, and writ of execution the property listed hereunder which was attached on 24 August 1995 will be sold in execution on Friday, 8 December 1995 at 10:00, in front of the Magistrate's Court-house, Fox Street entrance of the Magistrate's Court, Johannesburg, to the highest bidder:

Erf 642, in the Township of Mondeor, Registration Division IR, Province of Gauteng, in extent 1 201 (one thousand two hundred and one) square metres, situated at 198 Boswell Avenue, Mondeor, Johannesburg.

The following improvements are reported to be on the property, but nothing is guaranteed: Residence, single-story dwelling, detached, built of bricks and painted plaster under pitched tiled roof. Floors: Fitted carpets and tiles, comprising lounge, dining-room, entrance hall, kitchen, three bedrooms, bathroom shower and w.c. *Outbuildings*: Garage, servant quarters, w.c. and laundry. *Improvements*: Brick and concrete boundary walls, swimming-pool and paving.

The conditions of sale:

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff for the Magistrate's Court, Johannesburg South, 100 Sheffield Street, Turfontein, Johannesburg. A substantial bank loan can be raised for an approved purchaser with prior approval.

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

Melman & McCarthy, Plaintiff's Attorneys, Suite 301, His Majesty's Building, Joubert Street, Johannesburg. (Tel. 838-4731.) (Ref. D. McCarthy/J. Soma/MN6028.)

Case 19492/95
PH 196

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

In the matter between **NBS Bank Limited**, Plaintiff, and **Tshabalala, Ntombi Zodwa Ellen**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the offices of the Sheriff, 50 Edwards Avenue, Westonaria, on 8 December 1995 at 10:00, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff, Westonaria, 50 Edwards Avenue, Westonaria, prior to the sale:

Erf 1492, in the Township of Lawley Extension 1, Registration Division IQ, Province of Gauteng, in extent 385 (three hundred and eighty-five) square metres, situated at 1492 Marlin Crescent, Lawley Extension 1.

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

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

Dated at Johannesburg on this 6th day of November 1995.

Melman & McCarthy, Plaintiff's Attorneys, Suite 301, His Majesty's Building, Joubert Street, Johannesburg. (Tel. 838-4731.) (Ref. D McCarthy/J. Soma/MN6891.)

Case 21084/95
PH 196

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

In the matter between **NBS Bank Limited**, Plaintiff, and **Mthanda, Phumelelo Elias**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the offices of the Sheriff, 50 Edwards Avenue, Westonaria, on 8 December 1995 at 10:00, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff, Westonaria, 50 Edwards Avenue, Westonaria, prior to the sale:

Erf 886, in the Township of Lawley Extension 1, Registration Division IQ, Province of Gauteng, in extent 468 (four hundred and sixty-eight) square metres, situated at 886 Imperial Crescent, Lawley Extension 1.

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

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

Dated at Johannesburg on this 6th day of November 1995.

Melman & McCarthy, Plaintiff's Attorneys, Suite 301, His Majesty's Building, Joubert Street, Johannesburg. (Tel. 838-4731.) (Ref. D McCarthy/J. Soma/MN6898.)

Case 21526/95
PH 196IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)In the matter between **NBS Bank Limited**, Plaintiff, and **Nicholson, Desmond Bruce**, First Defendant, and
Nicholson, Thelma Dyane, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the office of De Klerk, Vermaak & Partners Inc., Overvaal Building, 28 Kruger Avenue, Vereeniging, on 7 December 1995 at 10:00, of the undermentioned property of the Defendants on the conditions which will lie for inspection at the offices of the Sheriff, Vereeniging, Overvaal Building, 28 Kruger Avenue, Vereeniging, prior to the sale:

Erf 6339, in the Township of Ennerdale Extension 8, Registration Division IQ, the Province of Gauteng, in extent 490 (four hundred and ninety) square metres, situated at 6339 Vermiculite Crescent, Ennerdale Extension 8.

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

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

Dated at Johannesburg on this 6th day of November 1995.

Melman & McCarthy, Plaintiff's Attorneys, Suite 301, His Majesty's Building, Joubert Street, Johannesburg. (Tel. 838-4731.)
(Ref. D McCarthy/J. Soma/MN6903.)

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

Case 8184/88

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

In the matter between **Nedcor Bank Limited** (formerly known as Nedperm Bank Limited), Plaintiff, and
Logenathan Naidoo, Defendant

In pursuance of a judgment in the Court of the Magistrate of Benoni and writ of execution dated 11 May 1995, the property listed hereunder will be sold in execution on Wednesday, 6 December 1995 at 11:00, in front of the Magistrate's Court, Harpur Avenue, Benoni, to the highest bidder:

Erf 16, Actonville Township, Registration Division IR, Transvaal, measuring 421 (four hundred and twenty-one) square metres, known as 16 Alice Street, Actonville, Benoni.

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

Main building: Brick under iron residence comprising two bedrooms, bathroom, kitchen and lounge. *Outbuildings*: Single garage and two servants' rooms. *Zoned*: Residential.

The material conditions of public auction:

1. The sale will be without reserve and voetstoets.
2. The purchaser will pay all costs, of and incidental to the transfer of the property into his name including but not limited to municipal rates, transfer duty and Value-Added Tax, where applicable, and the Sheriff's commission on the sale and the purchaser will at his own expense obtain a certificate of compliance in respect of the electrical installation.
3. A deposit of 10% of the price, plus costs as in 2 above will be payable by the purchaser immediately after the sale and/or on later request. If the price is R10 000 or less the full price will be paid in place of the deposit. Bank guarantees for the payment of the balance of the price against registration of transfer of the property into the purchaser's name are to be delivered to the transferring attorney within 14 days of the sale date.
4. The purchaser will pay interest at 18% (eighteen per centum) per annum, on all preferent creditor's claims which will include the Execution Creditor's claim.
5. Failing compliance with the conditions of sale, the sale may be enforced against the purchaser or alternatively cancelled subject to the purchaser being liable for damages.
6. The sale will be subject to any existing tenancy but if the Execution Creditor is the purchaser the sale will be free of tenancy.
7. The full conditions of the sale may be inspected at the Magistrate's Court or at the Sheriff's office.

Dated at Benoni on this day of 1995.

H. J. Falconer, for A. E. Cook, Cook & Falconer, Execution Creditor's Attorneys, Second Floor, Permanent Building, 47 Princes Avenue, P.O. Box 52, Benoni. (Ref. HJF/Miss Nagar.)

Case 20740/93

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

In the matter between **Oelofse Hefer & Wessels**, Plaintiff, and **Barbara Strauss**, First Defendant, and
Anton Strauss, Second Defendant

In pursuance of a judgment in the Court of the Magistrate of Kempton Park and writ of execution, dated 29 August 1995 the property listed herein will be sold in execution on Thursday, 11 January 1996 at 10:00, at the Sheriff's Office, at 8 Park Street, Kempton Park, to the highest bidder:

Certain Holding 63, Bredell Agricultural Holdings, Registration Division IR, Transvaal, held by Deed of Transfer T6984/1992, measuring 2,0234 hectares, known as Plot 63, Bredell.

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

Improvements: Lounge, two toilets, kitchen, dining-room, family-TV-room, two bathrooms, three bedrooms, study, carport, pool, driveway, outbuildings, all under thatch roof and property is enclosed by a concrete wall.

Terms: The purchase price shall be paid as to 10% (ten per cent) thereof on the day of the sale and the unpaid balance, together with interest thereon to date of registration of transfer at the rate of 18,25% (eighteen comma two five per cent) per annum, within 30 (thirty) days shall be paid or secured by a bank or building society guarantee.

The conditions of sale, which will be read immediately prior to the sale, may be inspected at the office of the Messenger of the Court, Kempton Park.

T. Miltiadous, for Barry Katz & Partners, Plaintiff's Attorneys, 801 Trust Bank Centre, Voortrekker Street, Kempton Park. (Ref. Mr T. Miltiadous.)

Case 185/94

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

In the matter between **Brits Nywerheid Slaghuis**, Plaintiff, and **Erick Ramathlako**, Defendant

In pursuance of a judgment in the Magistrate's Court of Brits and subsequent warrant of execution against property dated 4 February 1994, the following immovable property will be sold on 8 December 1995 at 09:00, at the Magistrate's Court, Van Velden Street, Brits, namely:

Certain Erf 808, Zone 2, Lethlabile, Registration Division, Province of Northwest, held by the Defendant by Title Deed T52025/1992, also known as Erf 808, Zone 2, Lethlabile, Registration Division, Province of Northwest.

Major conditions of sale:

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

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

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

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

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

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

Signed at Brits on the 25th day of October 1995.

P. F. Raath, for Roets, Pretorius & Raath, Attorneys for Plaintiff, corner of Maclean Street and Koöperasie Avenue, Brits, 0250. [Tel. (01211) 20433.] (Ref. Mr P. F. Raath/EP/FR36.)

Saak 185/94

IN DIE LANDDROSHOF VIR DIE DISTRIK BRITS GEHOU TE BRITS

In die saak tussen **Brits Nywerheid Slaghuis**, Eiser, en **Erick Ramathlako**, Verweerder

Ingevolge 'n uitspraak in die Landdroshof te Brits, en lasbrief vir eksekusie gedateer 4 Februarie 1994, word die ondervermelde eiendom op 8 Desember 1995 om 09:00, te Landdroskantoor, Van Veldenstraat, Brits, geregtelik verkoop, naamlik:

Sekere Erf 808, Zone 2, Lethlabile, Registrasieafdeling JQ, provinsie Noordwes, gehou deur die Eksekusieskuldenaar kragtens Akte van Transport T52025/1992, ook bekend as Erf 808, Zone 2, Lethlabile, Registrasieafdeling JQ, provinsie Noordwes.

Vernaamste verkoopvoorwaardes:

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

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

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

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

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

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

Geteken te Brits op die 25ste dag van Oktober 1995.

P. F. Raath, vir Roets, Pretorius & Raath, Prokureur vir Eiser, hoek van MacLeanstraat en Koöperasielaan, Brits, 0250. [Tel. (01211) 2-0433.] (Verw. P. F. Raath/EP/FR36.)

Saak 1071/91

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

In die saak tussen **United Bank Bpk.**, Eiser, en **J. Motaung**, Verweerder

Ingevolge 'n uitspraak van die Landdroshof van Heidelberg, en 'n lasbrief vir eksekusie gedateer 6 Junie 1995, sal die ondervermelde eiendom op 8 Desember 1995 om 09:00, voor die Landdroshof te Heidelberg, aan die hoogste bieder verkoop word, naamlik:

Erf 2916, geleë in die dorpsgebied Ratanda, distrik Heidelberg, Registrasieafdeling IR, provinsie Gauteng, groot 193 (eenhonderd drie-en-negentig) vierkante meter.

Die eiendom is geleë te Nkitsingstraat 2916, Ratanda, Heidelberg, 2400.

Verbetering: Die eiendom is verbeter deurdat 'n huis gebou van steen met 'n asbesdak en bestaande uit 'n sitkamer, eetkamer, kombuis, drie slaapkamers, badkamer met toilet en draadomheining.

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

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

Gedoen en geteken te Heidelberg op die 17de dag van Oktober 1995.

J. F. Joubert, vir Liebenberg Malan Ing., Ueckermannstraat 20, Posbus 136, Heidelberg, 2400.

Saak 1830/92

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

In die saak tussen **United Bank Bpk.**, Eiser, en **D. & L. van Wyk**, Verweerders

Ingevolge 'n uitspraak van die Landdroshof van Nigel, en 'n lasbrief vir eksekusie gedateer 4 Julie 1995, sal die ondervermelde eiendom op 8 Desember 1995 om 09:00, voor die Landdroshof te Nigel, aan die hoogste bieder verkoop word, naamlik:

Erf 741, geleë in die dorpsgebied Alrapark, Nigel, Registrasieafdeling IR, provinsie Gauteng, groot 350 (driehonderd-en-vyftig) vierkante meter, gehou kragtens Akte van Transport T50279/91 en Verbandakte B58166/1991.

Die eiendom is geleë te Grysboklaan 8, Alrapark, Nigel.

Verbeterings: Die eiendom is verbeter deurdat 'n huis gebou van steen met sinkdak en bestaande uit kombuis, drie slaapkamers, badkamer met toilet (ingeboude kas in een slaapkamer) en betonomheining.

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

Die volledige voorwaardes van verkoop mag gedurende kantoorure by die kantoor van die Balju, Kerkstraat, Nigel, nagesien word.

Gedoen en geteken te Heidelberg op die 18de dag van Oktober 1995.

M. M. E. van der Lith, vir Liebenberg Malan Ing., Ueckermannstraat 20, Posbus 136, Heidelberg, 2400.

Case 20269/94 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 **Bomba, Papie Sam**, First Execution Debtor, and **Bomba, Mohaniao Lydia**, Second Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the office of De Klerk, Vermaak and Partners Attorneys, Overvaal Building, 28 Kruger Avenue, Vereeniging, on 7 December 1995 at 10:00, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of Attorneys De Klerk, Vermaak and Partners, Overvaal Building, 28 Kruger Avenue, Vereeniging, prior to the sale:

Certain Erf 142, situated in the Township of Steelpark, Registration Division IQ, Transvaal, being 55, Platinum Street, Steelpark, Vereeniging, measuring 1 013 (one thousand and thirteen) square metres.

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

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

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

Dated at Johannesburg this 31st day of October 1995.

B. W. Webber, for Ramsay, Webber & Company, Plaintiff's Attorneys, Fifth Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/bt/B.332.)

Case 17537/95

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 **Ramphele, Dale Khotso Allen**, First Execution Debtor, and **Ramphele, Echoes Meokgo**, Second Execution Debtor

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

Certain Erf 445, situated in the Township of Lakefield Extension 21, Registration Division IR, Transvaal, being 21 Shongweni Road, Lakefield Extension 21, Benoni, measuring 950 (nine 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 concrete roof, comprising kitchen, lounge/dining-room, entrance hall, family room, study, laundry, pantry, separate toilet and shower, games room, dressing-room, jacuzzi room, four bedrooms, two bathrooms with outbuildings with similar construction comprising two garages, toilet and swimming-pool.

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

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

Dated at Johannesburg this 31st day of October 1995.

B. W. Webber, for Ramsay, Webber & Company, Plaintiff's Attorneys, Fifth Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/bt/R.273.)

Case 19077/95

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 **Cochrane, Just**, 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 8 December 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 550 (previously known as Erven 28 and 29) situated in the Township of Struisbult, Registration Division IR, Transvaal, being 32 Tarentaal Street, Struisbult, Springs, measuring 1 632 (one thousand six hundred and thirty-two) and 1 650 (one thousand six hundred and fifty) square metres.

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

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

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

Dated at Johannesburg this 31st day of October 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.379.)

Case 13835/95
PH 104IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)

In the matter between **The Standard Bank of S.A. Ltd**, Execution Creditor, and **Bekker, Johanna Susanna**, 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 8 December 1995 at 10:00, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the Magistrate's Court, General Hertzog Street, Vanderbijlpark, prior to the sale:

Certain Erf 130, situated in the Township of Vanderbijlpark South West 2, Registration Division IQ, Transvaal, being 50 Bernard Price Street, Vanderbijlpark South West 2, measuring 806 (eight hundred and six) square metres.

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

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

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

Dated at Johannesburg this 31st day of October 1995.

B. W. Webber, for Ramsay, Webber and Company, Plaintiff's Attorneys, Fifth Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/bt/B.388.)

Case 15282/95
PH 104IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)

In the matter between **The Standard Bank of S.A. Ltd**, Execution Creditor, and **Goosen, Daniel Stephanus**, Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the office of De Klerk, Vermaak and Partners Attorneys, Overvaal Building, 28 Kruger Avenue, Vereeniging, on 7 December 1995 at 10:00, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of Attorneys De Klerk, Vermaak and Partners, Overvaal Building, 28 Kruger Avenue, Vereeniging, prior to the sale:

Certain Erf 1401, situated in the Township of Three Rivers Extension 2, Registration Division IQ, Transvaal, being 64, Almond Street, Three Rivers Extension 2, Vereeniging, measuring 1 736 (one thousand seven hundred and thirty-six) square metres.

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

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

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

Dated at Johannesburg this 31st day of October 1995.

B. W. Webber, for Ramsay, Webber and Company, Plaintiff's Attorneys, Fifth Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/bt/G.236.)

Case 24108/92
PH 388IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Sebokoe, Jim**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of the Sheriff of the Supreme Court, Overvaal Building, 28 Krugerlaan, Vereeniging, on Thursday, 7 December 1995 at 10:00, of the undermentioned property of the Defendant on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff of the Supreme Court, prior to the sale:

Certain remaining extent of Portion 1 of Erf 180 Mid-Ennerdale Township, Registration Division IQ, Transvaal, area 992 (nine hundred and ninety-two) square metres, situated at Plot 180, Sixth Avenue, Mid-Ennerdale.

Improvements (not guaranteed): A house under iron roof consisting of three bedrooms, kitchen, lounge, dining-room with wire fence around property.

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

Dated at Johannesburg on this 6th day of November 1995.

F. R. J. Jansen, for Jansen-Potter, Plaintiff's Attorneys, 25th Floor, Carlton Centre, Commissioner Street, Johannesburg. (Tel. 331-8535.) (Ref. ForeclosuresZ878.)

Case 57260/95

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

In the matter between **NBS Bank Limited**, Plaintiff, and **Lethabo Joyce Mokwena**, Defendant

A sale in execution will be held on 7 December 1995 at 10:00, at 603A, Sixth Floor, Olivetti House, corner of Schubart and Pretorius Streets, Pretoria, of Section 22, as shown and more fully described on Sectional Plan SS147/85 in the building known as Aminie, situated in the township, remaining extent of Erf 566, Proclamation Hill Extension 1, of which the floor area according to the said Sectional Plan is 68 square metres in extent; together with an undivided share in the common property in the land and building or buildings as shown and more fully described on the said sectional plan apportioned to the said section in accordance with the participation quota of the said section, held by the Defendant under Certificate of Registered Sectional Title ST48694/95, known as 22 Aminie, 648 Lievaart Street, Proclamation Hill Extension 1.

The following improvements are reported to be on the property, but nothing is guaranteed: *Flat:* Lounge, dining-room, kitchen, two bedrooms, bathroom, w.c., garden, driving area and covered parking.

The conditions of sale may be inspected at the office of the Sheriff, Pretoria West.

Solomon, Nicolson, Rein & Verster, Plaintiff's Attorneys. (Ref. Mr Stolp/RH/M.1943.)

Case 4390/93

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

In the matter between **ABSA Bank Ltd** (Allied Bank Division), Plaintiff, and **Donald Campbell**, First Defendant, and **Wilma Joan Campbell**, Second Defendant

In pursuance of a judgment in the Court for the Magistrate of Boksburg, on 7 June 1993, and a warrant of execution, issued pursuant thereto the property listed hereunder will be sold in execution and by public auction on 4 December 1995 at 11:00, at the property namely:

Certain Erf 840, Sunward Park Extension 1 Township, situated at 25 Klavier Street, Sunward Park Extension 1, Boksburg, measuring 850 (eight hundred and fifty) square metres.

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

Residence comprising entrance hall, lounge, dining-room, kitchen, three bedrooms, bathroom and w.c., bathroom, w.c. and shower. Double garage, staff-room 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 and/or at the offices of Property Mart, 244 Louis Botha Avenue, Pogir Bastion Insurance House, First Floor, Orange Grove.

Dated at Boksburg on this 2nd day of November 1995.

Hammond Pole & Dixon Inc., Attorney for Plaintiff, 10 Bloem Street, Boksburg. (Tel. 917-4631.) (Ref. AF6235/Mrs Kok.)

Saak 16255/95

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Witwatersrandse Plaaslike Afdeling)

In die saak tussen **ABSA Bank Bpk.**, Eiser, en **Thirty Two Tiemie Road Bryanston CC**, Verweerder

Ter uitwinning van 'n vonnis van die Hooggeregshof van Suid-Afrika (Witwatersrandse Plaaslike Afdeling) in bogenoemde saak en 'n lasbrief tot uitwinning uitgereik op 6 Oktober 1995, sal 'n verkoping van onroerende eiendom gehou word te die verkooplokaal van die Balju van die Hooggeregshof, Sandton, te Graystonrylaan 100, Sandown, op 8 Desember 1995 om 10:00, van die ondervermelde eiendom op die voorwaardes wat deur die Vendusieafslaer gelees sal word ten tye van die verkoping en welke voorwaardes by die kantore van die Balju van die Hooggeregshof te Sandown, voor die verkoping ter insae sal lê:

Die volgende inligting aangaande die eiendom word verskaf alhoewel geen waarborg in verband daarmee gegee kan word nie.

Sekere: Erf 4859, Bryanston-uitbreiding 50-dorpsgebied, Registrasieafdeling IR, Transvaal, groot 1 782 vierkante meter, gehou kragtens Akte van Transport T112031/1992.

Beskrywing: 'n Woonhuis geleë te Constantiaweg 28, Bryanston-uitbreiding 50, bestaande uit ingangsportaal, sitkamer, eetkamer, familiekamer, drie slaapkamers, studeerkamer, 2½ badkamers, kombuis en opwasarea. Bediendekamer, badkamer en dubbelmotorhuis.

Terme: Tien persent (10%) van die koopprys en afslaersgelde [5% (vyf persent) op die eerste R20 000 en daarna 3% (drie persent) met 'n maksimum van R6 000 en 'n minimum van R200 plus BTW] in kontant op die dag van die verkoping en die balans teen registrasie van transport. Ten opsigte van die balans moet 'n bank- of bougenootskap- of ander aanneembare waarborg binne 30 (dertig) dae vanaf die datum van verkoping verskaf word.

Gedateer te Johannesburg hierdie 3de dag van November 1995.

Scholtz & Botha, Eiser se Prokureurs, Negende Verdieping, North State-gebou, hoek van Mark- en Kruisstraat, Johannesburg. (Tel. 472-1318.) (Verw. mnr. Scholtz/vb/CU0073.) (Balju/Afslaer se Tel. 76-1172.)

Saak 4191/93

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

In die saak tussen **Petrus Dirk Bezuidenhout**, Eerste Eiser, en **Greta Bezuidenhout**, Tweede Eiser, en
Pretorium Trust, Verweerder

Kennis word hiermee gegee dat ingevolge 'n uitspraak van die Hooggeregshof van Suid-Afrika (Transvaalse Provinsiale Afdeling) in bogemelde saak op 21 April 1993, en ten uitvoering van 'n lasbrief tot uitwinning sal die Balju van die Hooggeregshof, Pretoria Sentraal op 12 Desember 1995 om 10:00, te N.G. Sinodale-sentrum, Visagiestraat 234, Pretoria, verkoop:

1. Gedeelte 19 van Erf 2084, Villieria, Registrasieafdeling JR, Transvaal, gehou kragtens Akte van Transport T30937/87, groot 1 247 square metres, ook bekend as Pierneefstraat 1112, Villieria.

Die volgende besonderhede word verskaf met betrekking tot verbeterings aangebring op die eiendom, maar geen waarborg kan verskaf word in verband daarmee nie: Woonhuis met drie slaapkamers, eetkamer, sitkamer, kombuis, badkamer, drie motorafdakke en garage, personeelkwartiere.

Die koper moet 'n deposito van 10% (tien persent) van die koopprys asook die Balju van die Hooggeregshof se fooie betaal op die dag van verkoping. Die balans koopprys betaalbaar teen registrasie van transport en betaal word by wyse van 'n bank- of bouverenigingwaarborg wat deur die Eiser se prokureur goedgekeur is. Die goedgekeurde bank- of bouverenigingwaarborg moet aan die Balju van die Hooggeregshof gelewer word binne een maand na datum van die verkoping.

Gemelde eiendom sal verkoop word op die voorwaardes wat uitgelees sal word deur die Balju van die Hooggeregshof ten tyde van die verkoping, welke voorwaardes nagegaan kan word by die kantore van die Balju van die Hooggeregshof te Pretoria Sentraal.

Geteken te Pretoria op hede die 9de dag van November 1995.

Van Zyl Le Roux & Hurter Ing., Prokureurs vir Eiser, Tweede Verdieping, Kerkplein 38, Kerkplein, Pretoria. (Tel. 323-0500.) (Verw. Pretorium Trust.)

Case 17850/95
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 **Becher, Moegamat Adenaan**, Defendant

In execution of a judgment in 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, Vereeniging, c/o De Klerk, Vermaak & Partners Inc., Attorneys, Overvaal Building, 28 Kruger Avenue, Vereeniging, on Thursday, 7 December 1995 at 10:00, of the undermentioned property of the Defendant on the conditions of sale to be read out by the Sheriff, at the time of the sale:

Description: Portion 11 of Erf 5491, Ennerdale Extension 9 Township, Registration Division IQ, Transvaal, measuring 425 (four hundred and twenty-five) square metres, held under Deed of Transfer T24962/1993 and situated at 22 Whittaker Street, Ennerdale Extension 9.

Zoned residential (hereinafter referred to as the property).

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

A single-storey residential building of brick walls and tiled roof. Consisting of lounge, 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 incurred in connection with the sale and transfer of the property including the costs of drawing these conditions with the necessary copies thereof. Sheriff's charges and the Sheriff's commission, transfer duty, conveyancing costs, all assessment rates taxes and other municipal charges in respect of the property and generally all such amounts as may be payable for the purposes of obtaining a clearance certificate in terms of the relevant Local Government Ordinance.

(c) A deposit of 10% (ten per centum) 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 20,25% (twenty comma two five per centum) per annum with effect from the date of sale, shall be paid or secured by the 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, Vereeniging, Overvaal, 28 Kruger Avenue, Vereeniging. [Tel. (016) 21-3400.] (Ref. N. C. H. Bouwman.)

Dated at Johannesburg on this 9th day of October 1995.

Moodie & Robertson, Attorneys for Plaintiff, Fifth Floor, 111 Commissioner Street, P.O. Box 4685, Johannesburg. (Tel. 333-6114.) (Ref. Mr Johnson/N86818.)

Case 22261/95
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 **Mfuko, Peaceman Msizi**, First Defendant, and **Khumalo, Lulama Cecilia**, 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, Vereeniging, at the offices of De Klerk, Vermaak & Partners Inc., Attorneys, Overvaal Building, 28 Kruger Avenue, Vereeniging, on Thursday, 7 December 1995 at 10:00, of the undermentioned property of the Defendants on the conditions of sale to be read out by the Sheriff at the time of the sale:

Description: Erf 6423, Ennerdale Extension 8 Township, Registration Division IQ, Transvaal, measuring 328 (three hundred and twenty-eight) square metres, held under Deed of Transfer T13987/1994 and situated at 6423 Stalagmite Street, Ennerdale Extension 8.

Zoned residential (hereinafter referred to as the property).

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

A single-storey residential building of brick walls and tiled roof. Consisting of lounge, kitchen, three bedrooms, two bathrooms and two w.c.s. The boundary is fenced.

Terms:

(a) The property shall be sold without reserve and to the highest bidder.

(b) The purchaser shall, in addition to the purchase price bid, pay all costs and expenses incurred in connection with the sale and transfer of the property including the costs of drawing these conditions with the necessary copies thereof, Sheriff's charges and the Sheriff's commission, transfer duty, conveyancing costs, all assessment rates taxes and other municipal charges in respect of the property and generally all such amounts as may be payable for the purposes of obtaining a clearance certificate in terms of the relevant Local Government Ordinance.

(c) A deposit of 10% (ten per centum) 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 20,25% (twenty comma two five per centum) per annum with effect from the date of sale, shall be paid or secured by the 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, Overvaal, 28 Kruger Avenue, Vereeniging. [Tel. (016) 21-3400.]

Dated at Johannesburg on this 3rd day of October 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/N87252.)

Case 88762/93

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

Between **NBS Bank Limited**, Plaintiff, and **Seton Henry Elsley**, Defendant

In pursuance of a judgment in the Court for the Magistrate of Johannesburg and writ of execution dated 5 November 1993 the property listed hereunder will be sold in execution on Friday, 8 December 1995 at 10:00, in front of the Magistrate's Court, Johannesburg, Fox Street Entrance, Johannesburg:

Certain: Erf 105, Berario Township, Registration Division IQ, Transvaal, measuring 1 517 (one thousand five hundred and seventeen) square metres, held under Deed of Transfer T23036/1986 and situated at 255 Louisiana Street, Berario, Johannesburg.

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

A single storey Residential building of brick walls and tiled roof. Consisting of a lounge, dining-room, study, kitchen, three bedrooms, two bathrooms, two showers and three w.c.'s. Outbuildings consists of a double carport, servant's quarter and w.c. Other improvements consist of a pool and braai area. The boundary has brick walls.

Terms:

1. 10% (ten per centum) of the purchase price in cash on the day of the sale, the balance together with interest thereon at 18% (eighteen per centum) 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 fourteen (14) days from the date of sale.

2. Auctioneer's charges, payable on the day of sale, to be calculated as follows: 5% (five per centum) of the purchase price of the property sold up to R20 000 and 3% (three per centum) 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.

Moodie & Robertson, Plaintiff's Attorneys, Fifth Floor, African Life Centre, corner of Eloff and Commissioner Streets, Johannesburg. (Tel. 333-6114.) (Ref. Mr Johnson/N80356.)

Case 33172/93**IN THE SUPREME COURT OF SOUTH AFRICA**

(Witwatersrand Local Division)

In the matter between **First National Bank of Southern Africa Limited**, Plaintiff, and **Dineka Gregory Trevor Thandi**, First Defendant, and **Dineka Princess Pauline Mamsie**, 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 7 December 1995 at 10:00, of the undermentioned property of the Defendant on the conditions to be read out by the auctioneer at 131 Marshall Street, Johannesburg, and the full conditions of sale may be inspected at the offices of the Sheriff of the Court, Johannesburg West, Second Floor, T.F.C. House, 32 Von Brandis Street, Johannesburg, prior to the sale:

Erf 101, Pimville Zone 7 Township, Registration Division IQ, Transvaal, measuring 550 (five hundred and fifty) square metres, situated at Erf 101, Pimville Zone 7 Township.

The following information is furnished in respect of the improvements, though in this respect nothing is guaranteed: Dwelling under tiled roof, kitchen, bathroom with toilet and shower, dining-room, lounge, three bedrooms. *Outbuilding*: Bar, lounge, store-room and two side rooms under fibre glass roof. The property is zoned Residential.

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

Signed at Johannesburg on this the 2nd day of November 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. F23609/FC.)

Case 12540/95**IN THE SUPREME COURT OF SOUTH AFRICA**

(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Greaver, Wendy Margaret**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit a sale without reserve will be held by the Sheriff of the sale-rooms of the Sheriff, Ground Floor, 100 Grayston Drive, Sandown, on 8 December 1995 at 10:00, of the undermentioned property of the Defendant on the conditions to be read out by the auctioneer at the salerooms of the Sheriff, Ground Floor, 100 Grayston Drive, Sandown, prior to the sale:

Erf 1147, Bryanston Township, situated at 43 Stratton Avenue, Bryanston, Registration Division IR, Transvaal, measuring 4 127 (four thousand one hundred and twenty-seven) square metres.

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

Dwelling consisting of lounge, dining-room, family room, kitchen, four bedrooms, laundry room, bathroom and toilet. *Outbuilding*: Two single garages, two servants' rooms and bathroom/toilet. *Other*: Cottage: Kitchen, bedroom, bathroom and toilet.

The property is zoned Residential.

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

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

Signed at Johannesburg on this the 31st day of October 1995.

Ismail Ayob & Partners, Plaintiff's Attorneys, 26th Floor, Southern Life Centre, 45 Commissioner Street, P.O. Box 728, Johannesburg. [Tel. (011) 832-3251.] (Ref. G60144/AB.)

Case 12549/95

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

In the matter between **ABSA Bank Limited** (United Bank Division), Plaintiff, and **Makhetha, Balfour Motlatsi**, First Defendant, and **Makhetha, Nozipho Doris**, 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 salerooms of the Sheriff, Ground Floor, 100 Grayston Drive, Sandown, on 8 December 1995 at 10:00, of the undermentioned property of the Defendants on the conditions to be read out by the auctioneer at the salerooms of the Sheriff, Ground Floor, 100 Grayston Drive, Sandown, prior to the sale:

Erf 2194, Bryanston Extension 1 Township, situated at 2194 corner of West Street and Main Road, Bryanston Extension 1, Registration Division IR, Transvaal, measuring 4 695 (four thousand six hundred and ninety-five) square metres.

The following information is furnished in respect of the improvements, though in this respect nothing is guaranteed: Vacant land. The property is zoned Residential.

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

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

Signed at Johannesburg on this the 30th day of October 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. M60145/AB.)

Case 16012/95

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

In the matter between **ABSA Bank Limited** (United Bank Division), Plaintiff, and **Bekker, Anne Catharina**, 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 5 December 1995 at 10:00, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff, at First Floor, Terrace Building, 1 Eaton Terrace Street, New Redruth, Alberton, prior to the sale:

Erf 467, Brackendowns Township, situated at 4 Wildevy Street, Brackendowns Township, Registration Division IR, Transvaal, measuring 1 215 (one thousand two hundred and fifteen) 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, study room, kitchen, scullery, three bedrooms and two bathroom/toilets. *Outbuilding:* Double garage. The property is zoned Residential.

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

Signed at Johannesburg on this the 27th day of October 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. B60181/AB.)

Case 21829/95

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

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

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit a sale without reserve will be held by the Sheriff, First Floor, Terrace Building, 1 Eaton Terrace Street, New Redruth, Alberton, on 5 December 1995 at 10:00, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff, at First Floor, Terrace Building, 1 Eaton Terrace Street, New Redruth, Alberton, prior to the sale:

A unit consisting of: (a) Section 8 as shown and more fully described on Sectional Plan SS249/1993 in the scheme known as Leliehof in respect of the land and building or buildings situated at Township of Alberton Local Authority, Alberton, of which the floor area according to the said sectional plan, is 36 (thirty-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 Deed of Transfer ST25754/1994 situated at 8 Leliehof, Fifth Avenue, Alberton.

The following information is furnished in respect of the improvements, though in this respect nothing is guaranteed: Flat consisting of kitchen, bedroom and toilet/bathroom. *Outbuilding:* Carport. The property is zoned Residential.

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

Signed at Johannesburg on this the 27th day of October 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. R60241/AB.)

Case 5444/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Modiba, Matome Ezekiel**, 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 Midrand, Lochner Park, Block D, First Floor, corner of Richard Drive and Suttie Street, Halfway House on 6 December 1995 at 14:30, of the undermentioned property of the Defendant on the conditions and which may be inspected at the offices of the Sheriff, Lochner Park, Block D, First Floor, corner of Richards Drive and Suttie Street, Halfway House, prior to the sale:

Erf 672, Alexandra East Bank Township, Registration Division IR, Transvaal, measuring 345 (three hundred and forty-five) square metres, situated at Erf 672, Alexandra East Bank Township.

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

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

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

Signed at Johannesburg on this the 24th day of October 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. M26723/PC.)

Case 22902/95

PH 97

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

In the matter between **First National Bank of SA Ltd**, Plaintiff, and **George Nikitas Zoulis**, Defendant

In pursuance of a judgment in the Court of the Magistrate of Johannesburg dated 23 March 1995 and subsequent warrant of execution issued, the following property will be sold in execution on Friday, 8 December 1995 at 10:00, at the Johannesburg Magistrate's Court, Fox Street-entrance, without reserve to the highest bidder, viz:

Certain: Erf 76, De Wetshof Township, Registration Division IR, Transvaal, the Province of Gauteng, known as 5 Dias Street, De Wetshof, in extent 1 031 (one thousand and thirty-one) square metres, held by the Defendant under Deed of Transfer T4672/1994.

Conditions of sale: Zoning: Residential. Special use of exceptions: None.

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 Judgment Creditor has no knowledge of improvements on the property.

3. **Terms:** The purchase price shall be paid as to 10% (ten per centum) thereof on the signing of the conditions of sale, and the unpaid balance, together with interest thereon at the rate of 18,25% (eighteen comma two five per centum) per annum to date of payment, against registration of transfer, to be paid or secured by an approved bank or building society guarantee within 14 (fourteen) days from date of sale.

4. **Conditions:** The full conditions of sale, which will be read out by the Sheriff for the Magistrate's Court, Johannesburg East, immediately prior to the sale, may be inspected at his office at 131 Marshall Street, Johannesburg, and at the Johannesburg Magistrate's Court.

Dated at Rosebank on this 31st day of October 1995.

D. G. Sonderup & Co., 8 Bompas Road, Dunkeld West; P.O. Box 47335, Parklands. (Tel. 880-2263.) (Ref. M. Hartty/F1201.)

Case 120795/94

PH 354

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

In the matter between **Al Muhajir Investments CC**, Execution Creditor, and **Yunus Mayet**, Execution Debtor

In execution of a judgment of the Magistrate's Court of Johannesburg, in the above-mentioned suit a sale without reserve will be held in front of the Magistrate's Court, Fox Street-entrance, Johannesburg, on Friday, 8 December 1995 at 10:00, of the undermentioned property of the Defendant, to the highest bidder, on the 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 Magistrate's Court, Johannesburg South, prior to the sale:

Certain: Erf 7238, Extension 7, being 7 Coralfish Street, Lenasia Township, Registration Division IQ, Transvaal, measuring 841 (eight hundred and forty-one) square metres. The property is situated at Erf 7238, Extension 7, being 7 Coralfish Street, Lenasia Township and is zoned Residential.

The following improvements are reported to be on the property but nothing is guaranteed: A dwelling under tiles consisting of kitchen, three bedrooms, bathroom, passage, lounge, dining-room, TV-room, garage, maids room, driveway paving and walls on two sides.

The purchase price as to 10% (ten per centum) shall be payable in cash on the day of the sale and as to the balance together with interest thereon, against registration of transfer, to be secured by a bank or building society guarantee to be furnished within 14 (fourteen) days of the date of sale.

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 of R6 000 (six thousand rand) and a minimum of R200 (two hundred rand).

Dated at Johannesburg on this 2nd day of November 1995.

Dangors, Execution Creditor's Attorneys, c/o The Document Exchange, The Markade, 84 President Street, Johannesburg; P.O. Box 127, Lenasia, 1820. (Tel. 854-1326.) (Docex: D409 Johannesburg.) (Ref. 9212/SSMnnn.)

Case 11840/95

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Kindernothilfe S A**, Plaintiff, and **Ndlovu, Jonathan Wilson**, Defendant

1. The undermentioned property, owned by Wilson Jonathan Ndlovu, the Defendant, shall be sold on 8 December 1995 at 11:15, at the Sheriff's Office, at 182 Leeupoort Street, Boksburg, in execution of a judgment obtained in the above matter on 17 July 1995:

Portion 1628, Dawn Park, Registration Division IR, Gauteng, measuring 810 (eight hundred and ten) square metres, held in terms of Deed of Transfer T75444/1993, and situated at 50 Schachat Crescent, Dawn Park, Boksburg.

2. The improvements to the property consist of the following although nothing is guaranteed: No improvements.

3. *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 guarantee to be furnished within 14 days from the date of the sale. The purchaser shall pay auctioneer's charges on the day of the sale and calculated as follows: 5% (five per cent) on the proceeds of the sale up to an amount of R20 000 thereafter 3% (three per cent) up to a maximum charge of R6 000, with a minimum charge of R100.

4. The conditions of sale may be inspected at the office of the Sheriff, at 182 Leeupoort Street, Boksburg, during normal office hours.

Dated at Johannesburg on 26 October 1995.

Webber Wentzel Bowns, Plaintiff's Attorneys, First Floor, 60 Main Street, Johannesburg, 2001; P.O. Box 61771, Marshalltown, 2107. (Tel. 832-2636.) (Ref. N. Robb/P. Sibisi M25070.)

Case 4929/94

PH456

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **First National Bank of Southern Africa Limited**, Plaintiff, and **Williams, Sandra Ann**, First Defendant, and **Williams, Theodore Francois**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the office of the Sheriff, at Ground Floor, 100 Greyston Drive, Sandown, on 8 December 1995 at 10:00, of the undermentioned property of the Defendant on the conditions to be read out by the auctioneer at the offices of the Sheriff, Ground Floor, 100 Greyston Drive, Sandown, prior to the sale:

Erf 191, Lonehill Extension 8 Township, measuring 1 158 square metres, held under Deed of Transfer T43083/86, known as 4 Notten Road, Lonehill Extension 8.

The following information is furnished with regard to the improvements, although in this respect nothing is guaranteed. The dwelling consists of kitchen, pantry, two bathrooms, toilet, seven other rooms, double garage, pool, garden flat (with bedroom, bathroom and toilet), electronic gates and burglar alarm system.

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 date 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), 3% (three per cent) up to a maximum of R6 000 (six thousand rand), minimum charges R200 (two hundred rand).

Signed at Johannesburg on this the 31st day of October 1995.

Kassel Sklaar Cohen & Co., Plaintiff's Attorneys, 58 Oxford Road, Rosebank, Johannesburg. (Tel. 646-2115.) (Ref. Ms Pienaar/F5792.)

Case 5591/95

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

In the matter between **NBS Bank Limited**, Plaintiff, and **Chaps David Mahlangu**, First Defendant, and **Girly Agnes Mahlangu**, Second Defendant

Pursuant to a judgment granted by the above Honourable Court, dated 11 August 1995, and a warrant of execution the undermentioned property will be sold in execution on 1 December 1995 at 15:00, at 66 Fourth Street, Springs, to the highest bidder:

Certain Erf 68, Geduld Township, Registration Division IR, Transvaal, in extent 248 (two hundred and forty-eight) square metres, held by Deed of Transfer T6412/95, known as 1A Eighth Avenue, Geduld, Springs.

Improvements: Brick dwelling under iron roof, consisting of two bedrooms, lounge, dining-room, kitchen and bathroom.

Terms and conditions:

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

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

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

4. The complete conditions of sale may be inspected at the office of the Sheriff of the Magistrate's Court, Springs.

Dated at Springs this 13th day of October 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. (011) 812-2400.]

Case 33583/93
PH 559

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Islamic Bank Limited**, Plaintiff, and **Mariam Bibi Majid**, Defendant

1. At 10:00 on Thursday, 30 November 1995, at 131 Marshall Street, Johannesburg, the undermentioned property will be sold in execution of a judgment obtained in the above matter on 3 May 1994. The property to be sold is fully described as Erf 8492, Lenasia Extension 10 Township, Registration Division IQ, Province of Gauteng, measuring 1 144 (one thousand one hundred and forty-four) square metres, held by Deed of Transfer T25760/93.

2. There are no improvements to the property.

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

The purchaser shall on conclusion of the sale, pay 5% (five per centum) auctioneer's charges [minimum R200 (two hundred rand)] 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).

4. The conditions of sale may be inspected at the office of the Sheriff of the Supreme Court for Johannesburg.

Dated at Johannesburg on this 3rd day of November 1995.

Osman Lachporia & Associates, Plaintiff's Attorneys, Suite 1, Third Floor, 63 Avenue Road, Fordsburg. (Ref. FEL/ab.)

Case 105487/92

PH 276

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

In the matter between **Naidoo, Mr Mannie**, Plaintiff, and **Meville Thambi**, Defendant

In pursuance of a judgment in the Magistrate's Court for the District of Johannesburg, and writ of execution, the property listed hereunder which was attached on 17 July 1995, will be sold in execution on 8 December 1995 at 10:00, in front of the Courthouse, Fox Street entrance of the Magistrate's Court, Johannesburg, to the highest bidder:

1. Erf 7173, Lenasia Extension 7 Township, Registration Division IQ, Gauteng, in respect of the land and buildings situated in the above locality, also known as 39 Bluefin Crescent, Lenasia Extension 7, Johannesburg, in the area of the Johannesburg Local Authority which erf measures approximately 600 (six hundred) square metres in extent.

2. Held under Deed of Transfer T36000/1980.

3. The following improvements have been reported to be on the property, but nothing is guaranteed:

3.1 Dwelling built of brick and plaster under a tiled roof consisting of kitchen, three bedrooms with built in cupboards, bathroom, w.c. passage, lounge, dining-room combined, garage, maid's room with toilet, pool, brick walls all burglar barred.

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

4. 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, Johannesburg South, 100 Sheffield Street, Turfontein, Johannesburg. A substantial bank loan can be raised for an approved purchaser with prior approval.

Dated at Johannesburg this 24th day of October 1995.

Werksmans, Plaintiff's Attorney, Ground Floor (West Wing), Werksmans Chambers, 22 Girton Road, Parktown, 2193; P.O. Box 927, Johannesburg, 2000. (Tel. 488-0000.) (Fax. 484-3100/484-3200.) (Ref. Mr P. Cooper.)

Case 23233/94

PH 128

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (United Bank Division), Plaintiff, and **Mdhluli, Patrick Jabulane**, First Defendant, and **Mdhluli, Aletta Sehume**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the office of the Sheriff for the Supreme Court, Alberton, First Floor, Terrace Building, 1 Eaton Terrace, New Redruth, Alberton, on 5 December 1995 at 10:00, of the undermentioned property of the Defendants on the conditions to be read out by the auctioneer at the time of the sale which conditions will lie for inspection at the offices of the Sheriff for the Supreme Court, Alberton, prior to the sale:

Lot 8359, Tokoza, being Stand 8359, Unit F, Tokoza, measuring 365 (three hundred and sixty-five) square metres.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: Lounge, two bedrooms, bathroom, separate toilet and kitchen.

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

Auctioneer's charges, payable on the day of the sale, to be calculated as follows: 5% (five per centum) on the proceeds of the sale up to a price of R20 000 (twenty thousand rand) and thereafter 3% (three per centum) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R100 (one hundred rand).

Dated at Johannesburg this 24th day of October 1995.

Bowman Gilfillan Hayman Godfrey Inc., Plaintiff's Attorneys, Second Floor, Ten Sixty Six, 35 Pritchard Street, P.O. Box 2439, Johannesburg. (Tel. 881-9800.) (Ref. Ms M. Jewell.)

Saak 565/94

IN DIE LANDDROSHOF VIR DIE DISTRIK WESTONARIA GEHOU TE WESTONARIA

In die saak tussen **Stadsraad van Westonaria**, Eiser, en **J. T. Madibo**, Verweerder

Ingevolge vonnis in die Landdroshof van Westonaria, distrik Westonaria, en lasbrief vir geregtelike verkoping gedateer 18 Oktober 1994, sal die ondervermelde eiendom op 8 Desember 1995 om 10:00, te die kantoor van die Balju, Edwardslaan 50, Westonaria, aan die hoogste bieder geregtelike verkoop word, naamlik:

Hoewe 264, geleë in Wesrand-landbouhoewes, Registrasieafdeling IQ, Transvaal, groot 2,1126 (twee komma een een twee ses) hektaar.

Verbeterings: Buitekamer en toilet van steen met sinkdak.

Voorwaardes van verkoping:

1. Die eiendom sal verkoop word sonder reserwe en aan die hoogste bieder en die verkoping sal onderworpe wees aan die reëls en regulasies van die Wet op Landdroshof, en die titelakte insover dit toepaslik is.

2. Die koopprys sal betaalbaar wees teen 10% (tien persent) daarvan tydens die verkoping, tensy anders ooreengekom tussen die Eiser en die Balju, en die onbetaalde balans tesame met rente op die volle bedrag van die Eiser se eis teen 15,5% (vyftien komma vyf persent) per jaar tot datum van betaling, sal betaalbaar wees of verseker word deur 'n goedgekeurde bank- of bouvereniging waarborg binne 14 (veertien) dae vanaf die datum van verkoping.

3. Volle besonderhede van die verkoopvoorwaardes sal ter insae lê by die kantoor van die Balju te Westonaria, en sal deur hom uitgelees word by die aanvang van die verkoping.

A. P. van Wyk, vir Truter Crous Wiggill & Vos, Truvosgebou, Briggsstraat 88, Westonaria. (Tel. 753-1188/90.) (Verw. APW/CC/Z04072/W3705.)

Saak 1358/92**IN DIE LANDDROSHOF VIR DIE DISTRIK STANDERTON GEHOU TE STANDERTON**

In die saak tussen **Stadsraad van Standerton**, Eiser, en **Marie Elise Violet Rieseberg**, Verweerder

Ingevolge uitspraak in die Landdroshof van Standerton, en lasbrief vir eksekusie tot geregtelike verkoping gedateer 10 Februarie 1994, sal die ondergemelde onroerende eiendom per geregtelike verkoping op 20 Desember 1995 om 10:00, te die Balju, Landdroshof, Caledonstraat 17, Standerton, aan die hoogste bieder geregtelik verkoop word, naamlik:

Erf 64, Stanfield Hill, Registrasieafdeling IS, groot 758 (sewehonderd agt-en-vyftig) vierkante meter, gehou kragtens Akte van Transport T22928/1961, geleë te Meteor Place T162.

Onverbeterde eiendom.

Die verkoopvoorwaardes lê ter insae by die Balju, Landdroshof, Caledonstraat 17, Standerton. Die verkorte voorwaardes van verkoop is die volgende:

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

2. Die balans van die koopprys teen registrasie van transport en gewaarborg staan te word binne 60 (sestig) dae na datum van verkoping.

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

Geteken te Standerton op hede die 6de dag van November 1995.

Van Heerden Schoeman, Prokureurs vir Eiser, Phoenixgebou, Burgerstraat, Posbus 39, Standerton, 2430. [Tel. (017) 71-25211.] (Verw. R. Boer/NT/INV/IS4143.)

Saak 24489/94**IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA**

(Witwatersrand Plaaslike Afdeling)

In die saak tussen **NBS Bank Limited**, Eiser, en **Fourie, Phillipus Jacobus**, Eerste Verweerder, en **Fourie, Aletta Elizabeth**, Tweede Verweerder

Ter uitwinning van 'n vonnis van die Hooggeregshof van Suid-Afrika (Witwatersrand Plaaslike Afdeling) in bogemelde saak sal 'n verkoping sonder 'n reserweprys gehou word te die kantore van die Balju, 182 Leeuwpootstraat, Boksburg, op Vrydag, 8 Desember 1995 om 11:15, van die ondergemelde eiendom van die Verweerders wat deur die Balju gelees sal word ten tye van die verkoping en welke voorwaardes by die kantore van die Balju van die Hooggeregshof, Leeuwpootstraat 182, Boksburg, voor die verkoping ter insae sal lê:

Sekere Gedeelte 267 en Erf 192, Klippoortjie Agricultural Lots-dorpsgebied, Registrasieafdeling IR, Transvaal, gehou deur Phillipus Jacobus Fourie en Aletta Elizabeth Fourie, onder Akte van Transport T3056/91, bekend as Demasstraat 25, Klippoortjie, Boksburg, groot 925 (negehonderd vyf-en-twintig) vierkante meter. *Sonering*: Residensieel. : *Spesiale gebruiksvergunnings en voorwaardes*: Geen.

Verbeterings: Hoofgebou bestaande uit teëldak met gedeeltelike siersteen en gepleisterde mure bestaande uit sitkamer, eetkamer, kombuis, drie slaapkamers, twee badkamers, stort en twee toilette. *Buitegeboue*: Twee motorhuise en toilet.

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

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

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

Gedateer te Alberton op hede die 31ste dag van Oktober 1995.

Klopper Jonker Ing., Prokureurs vir Eiser, Eerste Verdieping, Terracegebou, 1 Eaton Terrace, Alberton, Posbus 6, Alberton; p.a. Docex 216, Presidentstraat 84, Johannesburg. (Verw. N2758/EU/PP.)

Case 11963/94

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

In the matter between **ABSA Bank Ltd** (United Bank Division), Plaintiff, and **Michael Edwin James Cawthorne**, Defendant

In pursuance of a judgment in the court for the Magistrate of Boksburg on 15 December 1994 and a warrant of execution issued in pursuance thereto the property listed hereunder will be sold in execution and by public auction on 6 December 1995 at 12:00 at the property namely:

Certain: Erf 433, Parkrand Township, situated at 9 Wright Street, the Township of Parkrand, District of Boksburg, measuring 991 (nine hundred and ninety-one) square metres.

The following improvements are reported to be on the property, but nothing is guaranteed: Building built of brick and consists of an entrance hall, lounge, dining-room, kitchen, four bedrooms, family room, two bathrooms, one with a shower, laundry, w.c., garage, w.c. and swimming-pool.

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 the Property Mart, 244 Louis Botha Avenue, Pogir Bastion Insurance House, First Floor, Orange Grove.

Dated at Boksburg on this the 6th day of November 1995.

Hammond, Pole & Dixon Inc., Attorney for Plaintiff, 10 Bloem Street, Boksburg. (Tel. 917-4631.) (Ref. Mrs Teixeira/U00413.)

Case 11707/94

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

In the matter between **ABSA Bank Ltd** (United Bank Division), Plaintiff, and **Daniel Jacobus van Zyl**, Defendant

In pursuance of a judgment in the court for the Magistrate of Boksburg on 6 December 1994 and a warrant of execution issued in pursuance thereto the property listed hereunder will be sold in execution and by public auction on 4 December 1995 at 14:00 at the property namely:

Certain: Erf 1516 and 1173, Boksburg Township, situated at 92 Voortrekker Street, the Township of Boksburg, District of Boksburg, measuring 282 (two hundred and eighty-two) square metres and 471 (four hundred and seventy-one) square metres.

The following improvements are reported to be on the property, but nothing is guaranteed: Building built of brick and consists of a lounge, dining-room, kitchen, three bedrooms, two bathrooms with w.c., family room, playroom, staffroom, storeroom and w.c.

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 the Property Mart, 244 Louis Botha Avenue, Pogir Bastion Insurance House, First Floor, Orange Grove.

Dated at Boksburg on this the 6th day of November 1995.

Hammond, Pole & Dixon Inc., Attorney for Plaintiff, 10 Bloem Street, Boksburg. (Tel. 917-4631.) (Ref. Mrs Teixeira/U00396.)

Case 6746/94

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

In the matter between **ABSA Bank Ltd** (United Bank Division), Plaintiff, and **Jan Hendrik Venter**, First Defendant, **Petronella Fransiena Venter**, Second Defendant, and **Izak Johannes Venter**, Third Defendant

In pursuance of a judgment in the court for the Magistrate of Boksburg on 20 December 1994 and a warrant of execution issued in pursuance thereto the property listed hereunder will be sold in execution and by public auction on 6 December 1995 at 10:00 at the property namely:

Certain: Erf 162, Boksburg North Township, situated at 31 Fifth Street, the Township of Boksburg, District of Boksburg, measuring 743 (seven hundred and forty-three) square metres.

The following improvements are reported to be on the property, but nothing is guaranteed: Building built of brick and consists of a lounge, bar, kitchen, w.c., three bedrooms with w.c., servant's room and a double garage.

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 the Property Mart, 244 Louis Botha Avenue, Pogir Bastion Insurance House, First Floor, Orange Grove.

Dated at Boksburg on this the 6th day of November 1995.

Hammond, Pole & Dixon Inc., Attorney for Plaintiff, 10 Bloem Street, Boksburg. (Tel. 917-4631.) (Ref. Mrs Teixeira/U00208.)

Case 6747/94

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

In the matter between **ABSA Bank Limited** (United Bank Division), Plaintiff, and **Errol James Badenhorst**, First Defendant, and **Diane Badenhorst**, Second Defendant

In pursuance of a judgment in the Court for the Magistrate of Boksburg on 21 June 1995 and a warrant of execution issued pursuant thereto the property listed hereunder will be sold in execution and by public auction on 6 December 1995 at 11:00, at the property namely:

Certain Erf 1303, Impalapark Township, situated at 15 Roman Road, the Township of Impalapark Extension 1, District of Boksburg, measuring 800 (eight hundred) square metres.

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

Building built of brick and consists of a lounge, dining-room, kitchen, three bedrooms, two bathrooms (one with a shower), family room, double garage, carport 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 and/or at the offices of Property Mart, 244 Louis Botha Avenue, Pogir Bastion Insurance House, First Floor, Orange Grove.

Dated at Boksburg on this the 6th day of November 1995.

Hammond Pole & Dixon Inc., Attorney for Plaintiff, 10 Bloem Street, Boksburg. (Tel. 917-4631.) (Ref. Mrs Teixeira/U00207.)

Case 10743/94

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

In the matter between **ABSA Bank Limited** (United Bank Division) (Reg. No. 86/04794/06), Plaintiff, and **Wayne Alan Viola**, First Defendant, and **Yvette Viola**, Second Defendant

In pursuance of a judgment in the Court for the Magistrate of Germiston on 18 November 1994 and writ of execution issued pursuant thereto the property listed hereunder will be sold in execution on 4 December 1995 at 10:00, at the office of the Sheriff, United Building, Third Floor, 177 President Street, Germiston, to the highest bidder:

Certain Erf 302, Rondebult Township, situated on 49 Swartberg Street, Rondebult, in the Township of Rondebult, District of Germiston, measuring 995 (nine hundred and ninety-five) square metres.

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

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

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 6th day of November 1995.

Hammond Pole & Dixon Inc., Domicilium Building, 10 Bloem Street, Boksburg, c/o Mark Yammin, Hammond & Partners, Seventh Floor, Bedford Centre, Bedford Gardens, Bedfordview. (Tel. 917-4631.) (Ref. U00236/Mrs Teixeira.)

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

The sale in execution is to be held at the offices of the Sheriff, Germiston North, 4th Floor, Standard Towers, 247 President Street, Germiston on Thursday, 7th December 1995 at 10h00:

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 Magistrate's Courts Act 32 of 1944.

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

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

4. Improvements as set out hereunder are not guaranteed:

Case Number: 9017/95.

Judgment Debtor/s: **Hendrik Tjaart Botha** and **Revon Branda Botha**.

Property: Erf 8, Marlands Townships, Registration Division IR, the Province of Gauteng, situated at 5 Third Avenue, Marlands, Germiston.

Improvements: Detached single storey brick built residence under tiled roof comprising 5 rooms other than kitchen, laundry and 2 bathrooms with outbuildings comprising garage, carport, domestic quarters, toilet and swimming-pool.

Reference: MB0061.

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

NOTICE OF SALES IN EXECUTION (KEMPTON PARK MAGISTRATE'S COURT)

All the sales in execution are to be held at the offices of the Sheriff, 8 Park Street, Kempton Park, on Thursday, 7 December 1995 at 10:00. **Nedcor Bank Limited** is the Execution Creditor. The hereinafter mentioned properties will be put up for sale, the material conditions of sale being: 1. The property shall be sold to the highest bidder without reserve, voetstoots, and subject to the Magistrates' Courts Act, No. 32 of 1944. 2. The purchaser shall pay 10% (ten per centum) of the purchase price plus the Sheriff's commission in cash or acceptable bank guaranteed cheque on the date of sale and the balance plus interest at Plaintiff's current lending rates plus transfer costs on transfer, to be secured by acceptable guarantees within fourteen (14) days of the sale. 3. Full conditions of sale can be inspected at the Sheriff's office and will be read out prior to the sale. 4. Improvements as set out hereunder are not guaranteed.

Case 11154/95. Judgment Debtors: **Anthony John Alexander and Gail Diane Alexander.** *Property:* Erf 621, Birchleigh North Extension 2 Township, Registration Division IR, The Province of Gauteng, situated at 20 Brendon Street, Birchleigh North Extension 2, Kempton Park. *Improvements:* Detached single-storey brick built residence under tiled roof comprising five rooms other than kitchen and bathroom. *Reference:* MA0033.

Case 11450/95. Judgment Debtor: **Mitchell James Lahana Glynis Dianne Lahana.** *Property:* Erf 55, Kempton Park-West Township, Registration Division IR, The Province of Gauteng, situated at 12 Parkroete Street, Kempton Park West. *Improvements:* Detached single-storey brick built residence under tiled roof comprising five rooms other than kitchen and bathroom with outbuildings comprising carport and domestic quarters. *Reference:* ML0065.

Case 11447/95. Judgment Debtor: **Nicolaas Cornelius Steytler.** *Property:* Erf 706, Pomona Extension 3 Township, Registration Division IR, The Province of Gauteng, situated at 10 Brandt Avenue, Pomona Extension 3, Kempton Park. *Improvements:* Detached single-storey brick built residence under tiled roof comprising five rooms other than kitchen and one and a half bathrooms with outbuildings comprising two garages and toilet. *Reference:* MS 0197.

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

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

All the sales in execution are to be held at the offices of the Sheriff, Germiston South, Third Floor, United Building, 177 President Street, Germiston, on Monday, 4 December 1995 at 10:00. **Nedcor Bank Limited** is the Execution Creditor. The hereinafter mentioned properties will be put up for sale, the material conditions of sale being: 1. The property shall be sold to the highest bidder without reserve, voetstoots, and subject to the magistrates' Courts Act, No. 32 of 1944. 2. The purchaser shall pay 10% (ten per centum) of the purchase price plus the Sheriff's commission in cash or acceptable bank guaranteed cheque on the date of sale and the balance plus interest at Plaintiff's current lending rates plus transfer costs on transfer, to be secured by acceptable guarantees within fourteen (14) days of the sale. 3. Full conditions of sale can be inspected at the Sheriff's office and will be read out prior to the sale. 4. Improvements as set out hereunder are not guaranteed.

Case 1131/95. Judgment Debtor: **Owen Basil Boucher.** *Property:* Remaining Extent of Erf 51, Elandshaven Township, Registration Division IR, The Province of Gauteng, situated at 25A Bonza Bay Street, Elandshaven, Germiston. *Improvements:* Detached single-storey brick built residence under tiled roof comprising five rooms other than kitchen and one and a half bathrooms with outbuildings comprising car-port, domestic quarters and toilet. *Reference:* BM0049.

Case 15092/93. Judgment Debtor: **Keith Maybery.** *Property:* Portion 10 of Erf 159, Klippoortje Agricultural Lots Township, Registration Division IR, The Province of Gauteng, situated at 53 Barnard Street, Hazelpark, Klippoortje, Germiston. *Improvements:* Detached double storey brick built residence under tiled roof comprising seven rooms other than kitchen and two bathrooms with outbuildings comprising two garages and toilet. *Reference:* MM0453.

Case 378/95. Judgment Debtors: **Daniel Belzaser Erasmus Peach and Elizabeth Mary Margaret Peach.** *Property:* Erf 698, Elsburg Extension 1 Township, Registration Division IR, The Province of Gauteng, situated at 65 Du Toit Street, Elsburg Extension 1, Germiston. *Improvements:* Detached single-storey brick built residence under iron roof comprising five rooms other than kitchen and bathroom with outbuildings comprising garage and swimming pool. *Reference:* MP0032.

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

Saak 3328/94

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

In die saak tussen **Kempton Park/Tembisa Metropolitaanse Substruktuur** (opvolgers in titel van Stadsraad Kempton Park), Eiser, en **Jacobus W. Brits**, Eerste Verweerder, en **Willie Brits Familie Trust**, Tweede Verweerder

Ingevolge 'n vonnis toegestaan in die Landdroshof en 'n lasbrief vir Eksekusie gedateer 8 Desember 1994 uitgereik deur die Hof te Kempton Park, sal die volgende eiendom verkoop word deur die Balju by die Balju Kantoor, Parkstraat 8, Kempton Park, aan die hoogste bieder op 7 Desember 1995 om 10:00:

Erf 846, Bonaero Park-uitbreiding 1-dorpsgebied, Registrasieafdeling IR, Provinsie van Gauteng, groot 1 747 (eenduisend sewehonderd vier-en-sewentig) vierkante meter, bekend as Shannonlaan 6, Bonaero Park-uitbreiding 1.

Voorwaardes van verkoping:

1. Die eiendom sal verkoop word sonder reserwe aan die hoogste bieder en sal onderworpe wees aan die terme en voorwaardes van die Landdroshof Wet en reëls daaronder geproklameer en van die terme van die titelaktes, insover dit van toepassing mag wees.

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

Woonhuis: Sitkamer, twee badkamers, eetkamer, toilet, drie slaapkamers, twee motorhuise, familie/TV-kamer, kombuis, studeerkamer en sonkamer. *Buitegeboue:* Swembad en oprit.

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

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

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

Saak 17607/93

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

In die saak tussen **Kempton Park/Tembisa Metropolitaanse Substruktuur** (opvolgers in titel van Stadsraad Kempton Park), Eiser, en **B. B. Dippenaar**, Verweerder

Ingevolge 'n vonnis toegestaan in die Landdroshof en 'n lasbrief vir eksekusie gedateer 22 November 1993, uitgereik deur die Hof te Kempton Park, sal die volgende eiendom verkoop word deur die Balju by die Balju Kantoor, Parkstraat 8, Kempton Park, aan die hoogste bieder op 7 Desember 1995 om 10:00:

Erf 1531, Norkem Park-uitbreiding 3-dorpsgebied, Registrasieafdeling IR, provinsie Gauteng, groot 1 028 (eenduisend agt-en-twintig) vierkante meter, bekend as Dick Mancelaan 4, Norkem Park.

Voorwaardes van verkoping:

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

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

Woonhuis: Sitkamer, drie badkamers, eetkamer, drie toilette, vier slaapkamers, motorhuis, kombuis en familie/TV kamer.

Buitegeboue: Oprit.

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

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

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

Saak 8090/94

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

In die saak tussen **Kwandebele Nasionale Ontwikkelingskorporasie**, Eiser, en **Polyvios Economou**, Verweerder

Geliewe kennis te neem dat die hierondervermelde eiendom op 30 November 1995 om 10:00, by die Balju, Johannesburg-Oos, Eerste Verdieping, Marshallstraat 131, geregtelik te koop aangebied word:

'n Eenheid bestaande uit:

(a) Deel 3, soos getoon en vollediger beskryf op Deelplan SS3/82 in die skema bekend as Camden Court ten opsigte van die grond en gebou of geboue geleë te Yeoville-dorpsgebied, Plaaslike Owerheid van Groter Johannesburg Metropolitaanse Oorgangsraad, waarvan die vloeroppervlakte, volgens genoemde Deelplan 98 (agt-en-negentig) vierkante meter groot is; en

(b) 'n onderverdeelde aandeel in die gemeenskaplike eiendom in die skema toegedeel aan genoemde deel in ooreenstemming met die deelnemingskwota van genoemde deel, soos op genoemde Deelplan aangeteken.

Gehou kragtens Sertifikaat van Geregistreerde Deeltitel ST3/1982 (3) (Unit).

Onderhewig aan die voorwaardes daarin vervat.

Alhoewel daar geen waarborge gegee word nie, word die volgende inligting verskaf:

'n Deposito van 10% (tien persent) van die koopsom sowel as afslagsgelde is in kontant by die veiling betaalbaar en oordragkoste is betaalbaar op aanvraag en die balans koopprys teen registrasie van transport van die eiendom.

Die volledige veilingvoorwaardes lê ter insae by die Balju, Johannesburg-Oos en by (prokureurs). Volledige aanwysings van hoe om by die terrein waar die verkoping gehou word op die dag van die veiling te kom, is beskikbaar by die Balju [Tel. (011) 331-9848.]

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

Couzyn Hertzog & Horak Ing., Eerste Verdieping, Praetor Forum, Van der Waltstraat, Pretoria, 0001. (Verw. mnr. Visser/YP.)

Case 22/95

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

In the matter between **Gazankulu Development Co.**, Plaintiff, and **F. P. Ngomana**, handeldrywend as Lulekani Builders & Electrical Contractors

In pursuance of judgment of the Court of the Magistrate of Lulekani and writ of execution dated 1 June 1995, the following property will be sold by public auction, on 30 November 1995 at 15:00, before the Magistrate's Court, Lulekani, to the highest bidder, viz:

House 1064, situated in the township Lulekani.

Dining-room, five rooms, two bathrooms, lounge and kitchen with laundry, include all alterations.

Material conditions of sale:

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

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

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

A. B. Mare, for Anton Mare Attorney, P.O. Box 664, Wilger Avenue, Phalaborwa, 1390. (Ref. Miss Benadie: G7764.)

Case 21230/95

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Tupholme: Bruce Railton**, 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, Germiston North, at Fourth Floor, Standard Towers, President Street, Germiston, on Thursday, 7 December 1995 at 10:00, of the undermentioned property of the Defendant on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff, prior to the sale:

Certain:

1. A unit consisting of Section 101, as shown and more fully described on Sectional Plan SS117/1991, in the scheme known as Doonside, Kingsborough, in respect of the land and building or buildings situated at Bedford Gardens Township, in the area of the Bedfordview Local Authority, of which the floor area, according to the said sectional plan, is 77 (seventy-seven) square metres in extent, and

2. an undivided share in the common property in the scheme, apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan.

3. Parking Bay No. PD37, measuring 20 (twenty) square metres, being as such part of the common property, comprising the land and the scheme known as Doonside, Kingsborough, in respect of the land and building or buildings situated at Bedford Gardens Township, in the area of the Bedfordview Local Authority, as shown and more fully described on Sectional Plan SS117/1991.

Situation: 1202 Doonside, Leicester Road, Bedford Gardens.

Improvements (not guaranteed): One and a half (1,5) bedrooms, three other rooms and parking bay.

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

Dated at Johannesburg on this the 30th day of October 1995.

Maisels Smit & Lowndes, Attorneys for Plaintiff, Second Floor, Nedbank Park, 13 Girtton Road, Parktown, Johannesburg. (Tel. 484-1777.) (Ref. N5064E/mgh.)

Saak 46579/95

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **ABSA Bank—United**, Eiser, en **Jan Daniël Smit**, Verweerder

Kennis word hiermee gegee dat ingevolge 'n uitspraak van bogemelde Agbare Hof in bogemelde saak op 22 Augustus 1995 en ter uitvoering van 'n lasbrief vir eksekusie, sal die Balju, Pretoria-Wes, op 7 Desember 1995 om 10:00, die ondervermelde eiendom in eksekusie verkoop te Kamer 603A, Sesde Verdieping, Olivetthuis, hoek van Schubart- en Pretoriusstraat, Pretoria, aan die hoogste bieder:

Die eiendom wat aldus te koop aangebied word, staan bekend as Ivorstraat 476, Mountain View, Pretoria, en word omskryf as Lot 731, gelee in die dorp Mountain View (Pretoria), Registrasieafdeling JR, Transvaal, groot 1 033 (eenduisend drie-en-dertig) vierkante meter, gehou kragtens Akte van Transport T16847/79.

Die eiendom bestaan na bewering, maar sonder waarborg, uit sitkamer, eetkamer, kombuis, vier slaapkamers, badkamer met stort, opwaskamer, waskamer en dubbelmotorafdak.

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

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

Geteken te Pretoria hierdie 6de dag van November 1995.

Couzyn Hertzog & Horak Ing., Praetor Forumgebou, Van der Waltstraat 269, Pretoria. (Tel. 322-8780.) (Verw. mev. De Villiers/T2283.)

Saak 15365/95

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **ABSA Bank—Volkskas**, Eiser, en **Maria Elizabeth Vorster**, Verweerder

Kennis word hiermee gegee dat ingevolge 'n uitspraak van bogemelde Agbare Hof in bogemelde saak op 14 April 1995 en ter uitvoering van 'n lasbrief vir eksekusie, sal die Balju, Kriel, op 6 Desember 1995 om 11:00, die ondervermelde eiendom in eksekusie verkoop te Landdroskantore, Kriel, aan die hoogste bieder:

Die eiendom wat aldus te koop aangebied word, staan bekend as Kitestraat 3, Uitbreiding 12, Kriel, en word omskryf as 'n halwe aandeel van Erf 2758, geleë in die dorpsgebied Kriel-uitbreiding 12, Registrasieafdeling IS, Transvaal, groot 986 (negenhonderd ses-en-tagtig) vierkante meter, gehou kragtens Akte van Transport T37001/89.

Die eiendom bestaan na bewering, maar sonder waarborg, uit sitkamer, eetkamer, kombuis, vier slaapkamers, badkamer met stort, aparte toilet, enkelmotorhuis, motorafdakke, bediendekamer met bad en toilet, asbes rondawel en huis is volledig uitgevoer met volvloermatte.

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

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

Geteken te Pretoria hierdie 27ste dag van Oktober 1995.

Couzyn Hertzog & Horak Ing., Praetor Forumgebou, Van der Waltstraat 269, Pretoria. (Tel. 322-8780.) (Verw. mev. De Villiers/T2185.)

Saak 109/95

IN DIE LANDDROSHOF VIR DIE DISTRIK SOSHANGUVE GEHOU TE SOSHANGUVE

In die saak tussen **Duke Charles Broodie**, Eerste Eksekusieskuldeiser, en **Samuel Broodie**, Tweede Eksekusieskuldeiser, en **Caifas Sabita Ngozo**, Eksekusieskuldenaar

Kragtens 'n uitspraak in die hof van die Landdros Pretoria, en 'n lasbrief vir eksekusie gedateer 2 Junie 1995, sal die onderstaande eiendom op 11:00 op 8 Desember 1995, te die kantoor van die Balju Wonderboom, Gedeelte 83, De Onderste-poort (net noord van Sasko-meule, ou Warmbadpad), geregtelik verkoop word aan die hoogste bieder, naamlik:

Die eiendom wat verkoop word bestaan uit: Erf 2271, geleë in die dorpsgebied Soshanguve, Registrasieafdeling JR, Transvaal, bekend as 2271, Blok F, Soshanguve.

Gesoneer vir: Bedryf van besigheid.

Beskrywing: Werkswinkel, kombuis, badkamer, stoorkamer en twee toilette.

Verbandhouders: Geen.

Terme: Die verkoopvoorwaardes wat op die verkoping betrekking het, lê ter insae by die Balju Landdroshof Wonderboom, Gedeelte 83, De Onderste-poort (net noord van Sasko-meule, ou Warmbadpad).

Die belangrikste voorwaardes daarin vervat is die volgende:

'n Kontant deposito van 10% (tien persent) van die koopprys is betaalbaar op die dag van die veiling, die balans verseker te word by wyse van 'n bank- of bougenootskapaanborg 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 hierdie 8ste dag van November 1995.

Dyason, Eiser se Prokureurs, Leopont, Kerkstraat-Oos 451, Pretoria. (Verw. mnr. De Klerk/bb/SA0319.)

Saak 21540/94

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

In die saak tussen **The African Bank Limited**, Eerste Verweerder, en **Mitrosparas, Emmanuel**, en
Mitrosparas, Despina, Tweede Verweerder

Saak 23028/94

En in die saak tussen **The African Bank Limited**, Eiser, en **Mitrosparas, Michael John**, Verweerder

Ter uitwinning van vonnisse van die Hooggeregshof van Suid-Afrika, (Witwatersrandse Plaaslike Afdeling) in bogemelde sake, sal 'n verkoping sonder 'n reserweprys gehou word te die Balju van die Hooggeregshof, Kemptonlaan 49, Benoni, op 7 Desember 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: Deel 23 soos aangetoon en volledig beskryf op Deelplan SS10/1986 in die skema bekend as El Remo ten opsigte van die grond en gebou of geboue geleë te Benoni 1619, Groter Johannesburg Metropolitaanse Oorgangsraad 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;

(ook bekend as El Remo 23, Woburnlaan 135, Benoni.)

Terme: 1% (tien persent) van die koopprijs 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 9de dag van November 1995.

Van Wyk De Vries, Eiser se Prokureurs, 42ste Vloer, Carltonsentrum, Johannesburg. (Tel. 331-9128.) (Verw. M. Postma/ap M17391.)

Case 6656/94

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

In the matter between **Turner S. F.**, Plaintiff, and **Botha Peter Cecil**, Defendant, and
Petronella Catharina Botha, Second Defendant

Kindly take notice that pursuant to a judgment of the above Honourable Court granted on 7 September 1994 and subsequent warrant of execution the following property will be sold in execution by the Sheriff at 10:00 on 29 November 1995 at the offices of the Sheriff's, 41A Beaconsfield, Vereeniging, namely:

Holding 15, Van der Westhuizenhoogte-landbouhoewes.

Vacant Stand.

And take further notice that that conditions of sale will lie for inspection at the offices of the Sheriff of the Court, and contain inter alia the following provisions:

1. The sale will be held by public auction and without reserve and will be sold voetstoots.
2. The price shall bear interest at the rate current from time to time in terms of the mortgage bond, over the property, held by the Plaintiff from date of sale to date of payment.
3. Immediately after the sale the purchaser shall sign the conditions of sale which can be inspected at the Sheriff's Office, Vereeniging.
4. The purchaser shall pay all the amounts necessary to obtain transfer of the property, including all costs of transfer, transfer duty, any rentals and other charges due to local authority, interest etc.
5. The purchaser price shall be paid 10% (ten per centum) thereof together with the Sheriff's auction, immediately after the sale, in cash or by bank-guaranteed cheque, and the unpaid balance together with interest on the full purchase price, to be paid or secured by a bank or building society guarantee within 14 (fourteen) days from the date of sale.
6. Failing compliance with the provisions of the conditions of sale, the purchaser may be compelled to pay 10% (ten per centum) of the purchase price as rouwkoop.
7. The full conditions of sale are available for inspection at the office of the Sheriff, Vereeniging.

Dated at Vereeniging on this the 24th October 1995.

McLoughlin, Venter & Kruger Inc., 31 Merriman Avenue, Vereeniging, P.O. Box 1184, Vereeniging. [Tel. (016) 22-5161.] (Ref. Coll/T218/M466.)

Saak 1741/95

IN DIE LANDDROSHOF VIR DIE DISTRIK RANDFONTEIN GEHOU TE RANDFONTEIN

In die saak tussen **NBS Bank Beperk**, Eiser, en **Chet Hendrik Pieterse**, Eerste Verweerder, en **Rosy Pieterse**, Tweede Verweerder

Ingevolge uitspraak van die Landdros van Randfontein, en lasbrief tot geregtelike verkoop, met datum 4 Julie 1995, sal die ondervermelde eiendom geregtelik verkoop word op Vrydag, 8 Desember 1995 om 10:00, te die Baljukantoor, Parkstraat 40, Randfontein, aan die hoogste bieder, naamlik:

Erf 1735, Toekomsrus-uitbreiding 1-dorpsgebied, Registrasieafdeling IQ, Transvaal, groot 467, gehou kragtens Titellakte T17000/1990.

Die volgende verbeterings is verskaf maar nie gewaarborg nie: Drie slaapkamerwoning met teëldak bestaande uit sitkamer, kombuis, twee badkamers en motorhuis.

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 bouverenigingswaarborg, gelewer te word binne 21 dae. Die koper moet transportkoste, belastingens 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 kantoorure 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, lurisgebou, Posbus 116, Randfontein, 1760. (Verw. mnr. De Beer DT N34/95.)

Saak 3906/94

IN DIE LANDDROSHOF VIR DIE DISTRIK RANDFONTEIN GEHOU TE RANDFONTEIN

In die saak tussen **ABSA Bank Beperk**, handel drywende as Trust Bank Kaartafdeling, Eiser, en **Francois Jacobus Zerwick**, Verweerder

Ingevolge uitspraak van die Landdros van Randfontein, en lasbrief tot geregtelike verkoop, met datum 2 Maart 1995, sal die ondervermelde eiendom geregtelik verkoop word op Vrydag, 8 Desember 1995 om 10:00, te die Baljukantoor, Parkstraat 40, Randfontein, aan die hoogste bieder, naamlik:

Hoewe 230, Hillside-landbouhoewes, Registrasieafdeling IQ, Transvaal, groot 1,7131 hektaar, gehou kragtens Transportakte T17104/92.

Die volgende verbeterings is verskaf maar nie gewaarborg nie: Drie slaapkamer sinkdakwoning met geen motorhuis en met draad omhein.

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 bouverenigingswaarborg, gelewer te word binne 21 dae. Die koper moet transportkoste, belastingens 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 kantoorure by die kantoor van die Balju, Parkstraat 40, Randfontein, nagesien word.

D. J. de Beer, vir Truter Crous & Wiggill, Prokureurs vir Eiser, lurisgebou, Posbus 116, Randfontein, 1760. (Verw. mnr. De Beer dt T28/94.)

Case 17308/95

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Joseph Johannes Hayes**, Defendant

A sale by public auction without a reserve price will be held by the Sheriff, Wonderboom, at Portion 83, De Onderstepoort (just north of Sasko Mills), old Warmbaths Road, Bon Accord, on 8 December 1995 at 11:00, of the following property:

Erf 674, Doornpoort Township, Registration Division JR, Transvaal, measuring 1 000 square metres, held by the Defendant under Deed of Transfer T27710/1995.

Street address: 218 Peerboom Street, Doornpoort, Pretoria.

Improvements on the property: Five bedrooms, kitchen, dining-room, two garages, lounge and three bathrooms/toilets. Single-storey dwelling-house.

The nature, extent and improvements are not guaranteed.

Inspect the conditions of sale at the Sheriff's offices at Portion 83, De Onderstepoort (just north of Sasko Mills), old Warmbaths Road, Bon Accord.

Rooth & Wessels, Plaintiff's Attorneys, 38 Church Square, Pretoria. [Tel. (012) 325-2940.] (Ref. N. K. Petzer/EF.)

Saak 57434/95

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **ABSA Bank Beperk**, handeldrywende as Allied Bank, Eiser, en **Koekemoer, Philippus Jacobus**, Identiteitsnommer 6506155119084, Eerste Verweerder, en **Koekemoer, Maria Elizabeth Magrietha**, Identiteitsnommer 6909190086088, Tweede Verweerder

'n Openbare veiling sonder 'n reserweprys sal deur die Balju Wes, te Kamer 603A, Sesde Verdieping, Olivettihuis, hoek van Schubart- en Pretoriusstraat, Pretoria, op 7 Desember 1995 om 10:00, volgens voorwaardes wat nou by die kantore van die Balju Wes, te Kamer 607, Sesde Verdieping, Olivettihuis, hoek van Schubart- en Pretoriusstraat, Pretoria, ter insae lê en wat ten tye van die veiling voorgelees sal word, van die volgende eiendom:

Erf 295, geleë in die dorpsgebied Suiderberg, afdeling JR, Transvaal, groot 1 000 (eenduisend) vierkante meter, gehou kragtens Akte van Transport T38785/93, hierdie eiendom is geleë te Jacobsdalstraat 880, Suiderberg, Pretoria.

Die volgende verbeterings is op die eiendom aangebring: Sitkamer, kombuis, twee slaapkamers en badkamer. *Konstruksie:* Mure—baksteen, dak—metaal, vloer—matte en keramiekteëls en plafon—komposisiebord.

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 9de dag van November 1995.

E. J. J. Geyser, vir Rooth & Wessels, Tweede Verdieping, Eerste Nasionale Bankgebou, Kerkplein, Pretoria. (Tel. 325-2940.) (Verw. Geyser/mev. Mare/A2079.)

Saak 58951/95

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **ABSA Bank Beperk**, handeldrywende as United Bank, Eiser, en **Jacobs, Leonardo**, Identiteitsnommer 5503045132006, Eerste Verweerder, en **Jacobs, Judith Lyja Jacoba**, Identiteitsnommer 6303100171000, Tweede Verweerder

'n Openbare veiling sonder 'n reserweprys sal deur die Balju Wes, te Kamer 603A, Sesde Verdieping, Olivettihuis, hoek van Schubart- en Pretoriusstraat, Pretoria, op 7 Desember 1995 om 10:00, volgens voorwaardes wat nou by die kantore van die Balju Wes, te Kamer 607, Sesde Verdieping, Olivettihuis, hoek van Schubart- en Pretoriusstraat, Pretoria, ter insae lê en wat ten tye van die veiling voorgelees sal word, van die volgende eiendom:

Resterende Gedeelte van Erf 824, geleë in die dorpsgebied Pretoria Gardens, afdeling JR, Transvaal, groot 2 657 (tweeënduisend seshonderd sewe-en-vyftig) vierkante meter, gehou kragtens Akte van Transport T71257/91, hierdie eiendom is geleë te Louisestraat 567, Pretoria Gardens, Pretoria.

Die volgende verbeterings is op die eiendom aangebring: Ingangsportaal, sitkamer, TV-kamer, eetkamer, kombuis, vier slaapkamers, twee badkamers, toilet en waskamer. *Konstruksie:* Mure—baksteen, dak—grasdak en vloer—matte en keramiekteëls.

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 9de dag van November 1995.

E. J. J. Geyser, vir Rooth & Wessels, Tweede Verdieping, Eerste Nasionale Bankgebou, Kerkplein, Pretoria. (Tel. 325-2940.) (Verw. Geyser/mev. Mare/A2009.)

Case 13572/92

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

In the matter between **ABSA Bank Limited** (Allied Bank Division) (Reg. No. 86/04794/06), Plaintiff, and **Pethumber Chotoo**, First Defendant, **Janki Chotoo**, Second Defendant, **Priveen Pethumber Chotoo**, Third Defendant, and **Raveen Pethumber Chotoo**, Fourth Defendant

In pursuance of a judgment in the Court for the Magistrate of Benoni on 11 January 1993 and writ of execution issued pursuant thereto the property listed hereunder will be sold in execution on 6 December 1995 at 11:00, in front of the Magistrate's Court, Harpur Avenue, Benoni, to the highest bidder:

Certain Erf 1808, Actonville Extension 5 Township, situated 1808 Parrow Street, in the Township of Actonville Extension 5, District of Benoni, measuring 309 (three hundred and nine) 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 entrance hall, lounge, dining-room, three bedrooms, bathroom 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, Benoni.

Dated at Benoni on this 8th day of November 1995.

Hammond Pole & Dixon Inc., Attorney for Plaintiff, Regional House, 75 Elston Avenue, Benoni. (Tel. 917-4631.) (Ref. AF6094/Mrs Whitson.)

Case 10926/94

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

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Estelle Louise Kloppers**, Defendant

In pursuance of a judgment in the Court for the Magistrate of Boksburg on 30 August 1995 and a warrant of execution issued pursuant thereto the property listed hereunder will be sold in execution and by public auction on 6 December 1995 at 14:00, at the property namely:

Certain Erf 259, Van Dykpark Township, situated 11 Salie Street, Van Dykpark, in the Township of Van Dykpark, District of Boksburg, measuring 763 (seven hundred and sixty-three) square metres.

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

Building comprising of lounge, dining-room, three bedrooms, bathroom with w.c., kitchen and two garages. *Outbuildings:* Bedroom with toilet and store-room.

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 8th day of November 1995.

Hammond Pole & Dixon Inc., Attorney for Plaintiff, 10 Bloem Street, Boksburg. (Tel. 917-4631.) (Ref. A00445/Mrs Kok.)

Saak 37975/94

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **NBS Bank Limited**, Eiser, en **J. G. du Preez**, Verweerder

Ingevolge 'n vonnis toegestaan in die Landdroshof en 'n lasbrief vir eksekusie gedateer 7 Julie 1994 uitgereik deur bogemelde Agbare Hof, sal die volgende eiendom verkoop word deur die Balju van die Landdroshof Wonderboom, Gedeelte 83, De Onderstepoort (noord van Sasko Meule), ou Warmbadpad, aan die hoogste bieër op 8 Desember 1995 om 11:00:

Erf 192, geleë in die dorpsgebied Ninapark-uitbreiding 2, Registrasieafdeling JR, provinsie Gauteng, groot 1 385 (eenduisend driehonderd-vyf-en-tagtig) vierkante meter, beter bekend as Tarentaalstraat 53, Ninapark-uitbreiding 2.

Voorwaardes van verkoping:

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

2. Die volgende besonderhede ten opsigte van verbeteringe word verskaf maar nie gewaarborg nie: Enkelverdieping-woonhuis met vier slaapkamers, twee badkamers, sitkamer, eetkamer, studeerkamer, ingangsportaal, familiekamer, stoep, grasdaklapa met plaveisel, buitegeboue en dubbelmotorhuis.

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

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

Geteken te Pretoria op hierdie 9de dag van November 1995.

S. E. du Plessis, vir Van der Merwe Du Toit & Fuchs, Prokureurs vir Eksekusieskuldeiser, 14de Verdieping, Sanlamsentrum, Andriesstraat 252, Pretoria. (Verw. mev. Engels/JR48041.)

Case 762/94

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

In the matter between **ABSA Bank Limited**, Plaintiff, and **Johannes Antonie Booysen**, First Defendant, and **Maria Susanna Elizabetha Booysen**, 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, 8 December 1995 at 11:00:

Portion 151 (a portion of Portion 4), of the farm Honingnestkrans 269, Registration Division JR, Transvaal, measuring 22,1969 hectare, known as Plot 151 (a portion of Portion 4), Honingnestkrans 269.

Particulars are not guaranteed.

Dwelling: Lounge, dining-room, family room, kitchen, four bedrooms, bathroom and scullery, pre-fabricated house with three bedrooms, kitchen, bathroom and toilet, single garage, staff room and plus fruit trees.

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(4)/A-397537/JAA/M Oliphant.]

Case 37899/93

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

In the matter between **ABSA Bank Limited**, Plaintiff, and **Joao Carlos Silverio Dos Santos**, First Defendant, and **Maria de Fatima Rosa Martins dos Santos**, Second Defendant

A sale will be held at Room 603A, Sixth Floor, Olivetti House, corner of Schubart and Pretorius Streets, Pretoria, on Thursday, 7 December 1995 at 10:00:

Remaining Extent of Erf 1275, Pretoria Township, Registration Division JR, Transvaal, measuring 1 428 (one thousand four hundred and twenty-eight) square metres, known as 230 Van Hagen Street, Pretoria West.

Particulars are not guaranteed.

Dwelling: Entrance hall, lounge, kitchen, two bedrooms, bathroom and toilet. Single carport and staff-room.

Inspect conditions at Sheriff, Pretoria West, 607 Olivetti Building, corner of Schubart and Pretorius Streets, Pretoria.

J. A. Alheit, for MacRobert De Villiers Lunnon & Tindall Inc. (Tel. 328-6770 x313.) [Ref. N1/B-451228(373858)/JAA/M. Oliphant.]

Case 22476/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **ABSA Bank Limited**, Plaintiff, and **Chale Grant Makamo**, First Defendant, and **Kedibone Grace Makamo**, Second Defendant

A sale in execution will be held on Friday, 8 December 1995 at 11:00, by the Sheriff for the Supreme Court, Wonderboom, Pretoria North, at Portion 83, De Onderstepoort (just North of Sasko Mills), old Warmbaths Road, Bon Accord, of:

Erf 9710, formerly Erf 1879, in the Township of Mamelodi Extension 2, Registration Division JR, Transvaal, in extent 375 (three hundred and seventy-five) square metres, known as Erf 9710, formerly Erf 1879, Mamelodi Extension 2.

Particulars are not guaranteed.

Dwelling: Lounge, kitchen, three bedrooms and bathroom.

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

MacRobert De Villiers Lunnon & Tindall Inc. (Tel. 328-6770 x313.) [Ref. N1/B-451222(387588)/JAA/M. Oliphant.]

Case 2259/95

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

In the matter between **ABSA Bank Limited**, Plaintiff, and **Albert Ncube**, 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, 8 December 1995 at 11:00:

Erf 3827, The Orchards Extension 16 Township, Registration Division JR, Transvaal, measuring 1 051 (one nil five one) square metres, known as 23 Broderick Street, The Orchards Extension 16.

Particulars are not guaranteed.

Dwelling: Lounge, dining-room, kitchen, three bedrooms and two bathrooms.

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 x313.) (Ref. N1/B-434287/JAA/M. Oliphant.)

Case 6408/95

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

In the matter between **ABSA Bank Limited**, Plaintiff, and **Jeremy Thompson Stanbridge**, First Defendant, and
Medeze Naude, 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, 8 December 1995 at 11:00:

(a) Section 23, as shown and on Sectional Plan SS247/93, in the building Pendoring Park, situate at Erf 1893, Dorningpoort, Extension 1, Local Authority, City Council of Pretoria, is measuring 58 (fifty-eight) square metres; and

(b) An undivided share in the common property in the land and building held under Deed of Transfer ST40330/1994 dated 8 June 1994, known as Flat 23, Pendoring Park, 798 Gambry Avenue, Doornpoort.

Particulars are not guaranteed.

Dwelling: Lounge, 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.) [Ref. N1/B-448543/JAA/M. Oliphant.]

Case 16404/95

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

In the matter between **ABSA Bank Limited** (Allied Division), Plaintiff, and **Willie Motsamai Chuma**, First Defendant, and
Mosebodi Victoria Chuma, Second Defendant

A sale on execution will be held on Friday, 8 December 1995 at 11:00, by the Sheriff for Wonderboom, at Portion 83, De Onderstepoort (just north of Sasko Mills), old Warmbaths Road, Bon Accord, of:

Erf 166, situated in the Township of Hammanskraal, Registration Division JR, Transvaal, in extent 896 square metres, known as 166 Cremona Street, Hammanskraal.

Particulars are not guaranteed.

Dwelling with lounge, familyroom, dining-room, kitchen, three bedrooms, bathroom, stoep, double 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/A-434274/JAA/J. S. Herbst.)

Case 3873/93

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

In the matter between **ABSA Bank Limited** (United Division), Plaintiff, and **Michiel Jacobus Ludik**, First Defendant, and
Elmarie Ludik, Second Defendant

A sale will be held at Room 603A, Sixth Floor, Olivetti House, corner of Schubart and Pretorius Streets, Pretoria, on Thursday, 7 December 1995 at 10:00:

Remaining Extent of Erf 374, in the Town of Daspoort, Registration Division JR, Transvaal, measuring 681 square metres, known as 814 Napier Street, Daspoort.

Particulars are not guaranteed.

Dwelling with lounge, dining-room, kitchen, three bedrooms, bathroom and single garage.

Inspect conditions at Sheriff, Pretoria West, 607 Olivetti Building, corner of Schubart and Pretorius Streets, Pretoria.

J. A. Alheit, for MacRobert De Villiers Lunnon & Tindall Inc. (Tel. 328-6770.) [Ref. N1/A-404851(360920)/JAA/J. S. Herbst.]

Saak 10808/95
PH 57

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

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

Ter uitwinning van 'n vonnis van die Hooggeregshof van Suid-Afrika (Witwatersrandse Plaaslike Afdeling) in bogenoemde saak, sal 'n verkoping gehou word ter die kantore van die Balju vir die Hooggeregshof, Benoni te Kempstonlaan 49, Benoni, op Donderdag 7 Desember 1995 om 10:00, van die ondervermelde eiendom op die voorwaardes wat deur die Vendusieafslaaers gelees sal word ten tye van die verkoping en welke voorwaardes by die kantore van die Balju, Benoni te Kempstonlaan 49, Benoni, voor die verkoping ter insae sal lê:

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

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

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

Gedateer te Johannesburg hierdie 8ste dag van November 1995.

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

Case 23204/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Agnes Pheladi Kgapola**, Defendant

A sale in execution of the undermentioned property is to be held without reserve at the Magistrate's Court, Delville Street, Witbank, on Friday, 8 December 1995 at 10:00:

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

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

Property: All right, title and interest to the leasehold in respect of Erf 1250, Lynnville Township, Registration Division JS, Transvaal, known as 1250 Thema Street, Lynnville.

Improvements: Lounge, dining-room, kitchen, three bedrooms and bathroom.

Hack Stupel & Ross, Attorneys for the Plaintiff, P.O. Box 2000, Pretoria. [Tel. (012) 325-4185.] (Ref. B. du Plooy/LVDM/GT 2091.)

Case 14881/95

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Mapule Caroline Tshabalala**, Defendant

A sale in execution of the undermentioned property is to be held without reserve at the offices of De Klerk, Vermaak & Partners, Overvaal Building, 28 Kruger Avenue, Vereeniging, on Thursday, 14 December 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: Remaining extent Erf 848, Vereeniging Township, Registration Division IQ, Transvaal, known as 65A Smuts Avenue, Vereeniging.

Improvements: Three bedrooms, kitchen, lounge, family room, bathroom, dining-room, study and garage.

Hack Stupel & Ross, Attorneys for the Plaintiff, P.O. Box 2000, Pretoria. [Tel. (012) 325-4185.] (Ref. B. du Plooy/LVDM/GT 2600.)

Case 17717/95

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Anthony Steven Gilson**, First Defendant, and **Adriana Gilson**, Second Defendant

A sale in execution of the undermentioned property is to be held without reserve at the offices of De Klerk, Vermaak & Partners, Overvaal Building, 28 Kruger Avenue, Vereeniging, on Thursday, 7 December 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: Remaining portion of Erf 9, situated in the township Kliprivier, Registration Division IQ, Transvaal, known as 9 Generaal Beyers Avenue, Kliprivier.

Improvements: Single-storey, three bedrooms, kitchen, lounge, bathroom, carport and garage.

Hack Stupel & Ross, Attorneys for the Plaintiff, P.O. Box 2000, Pretoria. [Tel. (012) 325-4185.] (Ref. B. du Plooy/LVDM/GT 2684.)

Case 17343/95

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Jeanette Odendaal**, Defendant

A sale in execution of the undermentioned property is to be held without reserve at the offices of De Klerk, Vermaak & Partners, Overvaal Building, 28 Kruger Avenue, Vereeniging, on Thursday, 7 December 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: Portion 17 of Erf 1499, Ironsyde Township, Registration Division IQ, Transvaal, known as 17 Geduld Road, Ironsyde.

Improvements: Single storey: Lounge, dining-room, three bedrooms, full bathroom, separate toilet and kitchen.

Hack Stupel & Ross, Attorneys for the Plaintiff, P.O. Box 2000, Pretoria. [Tel. (012) 325-4185.] (Ref. B. du Plooy/LVDM/GT 2664.)

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, 28 Kruger Avenue, Vereeniging, on Thursday, 7 December 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 4292/95

IN DIE LANDDROSHOF VIR DIE DISTRIK VANDERBIJLPARK GEHOU TE VANDERBIJLPARK

In die saak tussen **NBS Bank Beperk** (Reg. No. 87/01384/06), Eiser, en **Theodorus Johannes van Zyl**, Verweerder

Ten uitvoerlegging van die vonnis toegestaan en die daaropvolgende lasbrief vir eksekusie gedateer 3 Augustus 1995, sal die volgende eiendom wat uitwinbaar verklaar is, in eksekusie verkoop word aan die hoogste bieder op Vrydag, 1 Desember 1995 om 10:00, deur die Balju van die Landdroshof, Vanderbijlpark, te die Landdroshof, Vanderbijlpark:

Eiendom: Erf 299, Vanderbijlpark South East 7-dorpsgebied, Registrasieafdeling IQ, Transvaal, root 847 vierkante meter.

Thomas Dowlingstraat 18, Vanderbijlpark.

Verbeterings: Ingangsportaal, familiekamer, sitkamer, eetkamer, kombuis, opwas, studeerkamer, drie slaapkamers, twee badkamers, twee toilette en aantrekkamer.

Buitegeboue: Twee motorhuise, stoorkamer, buitetoilet, betonomheining, swembad en plaveisel.

Verkoopvoorwaardes:

1. Eiendom sal verkoop word aan die hoogste bieder en die verkoping sal onderworpe wees aan die bepalings van artikel 66 van die Landdroshofwet, No. 32 van 1944, soos gewysig, en die regte van die verbandhouer en ander preferente krediteure.

2. Die koopprys sal betaalbaar wees soos volg:

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

(b) Die balans is betaalbaar in kontant binne 21 (een-en-twintig) dae vanaf datum van verkoping deur middel van 'n erkende bank- of bougenootskapwaarborg, gelewer te word binne 21 (een-en-twintig) dae na die dag van verkoping en welke waarborg vry van kommissie aan die Balju, Vanderbijlpark, betaalbaar moet wees teen registrasie van transport van die eiendom in die naam van die koper.

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

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

Gedateer te Vanderbijlpark op die 2de dag van November 1995.

Du Plessis, Pienaar & Swart, Tweede Verdpeing, Ekspagebou, Attie Fouriestraat, Privaatsak X035, Vanderbijlpark, 1900. [Tel. (016) 81-2031/2/3/4.] (Verw. IP/50120.)

Saak 4984/94

IN DIE LANDDROSHOF VIR DIE DISTRIK KLERKSDORP GEHOU TE KLERKSDORP

In die saak tussen **Stadsraad van Klerksdorp**, Eiser, en **Glavan Investments (Edms.) Bpk.**, Verweerder

Kragtens 'n vonnis in hierdie saak word die volgende eiendom by die Balju vir die Landdroshof se kantore te Leaskstraat 23, Klerksdorp, in eksekusie verkoop op 8 Desember 1995 om 10:00:

Erf 196, geleë in die dorp Flamwood, Registrasieafdeling IP, Transvaal (Noord-Wes), bekend as Buffeldoornweg 20, Flamwood, groot 1 938 (eënduisend negehonderd agt-en-dertig) vierkante meter, gehou kragtens Akte van Transport T2777/65, bestaande uit vier slaapkamers, sitkamer, eetkamer, kombuis, twee badkamers met toilet en twee motorhuise.

Die volledige verkoopvoorwaardes is ter insae by die kantore van die Balju te Leaskstraat 23, Klerksdorp, en van die vernaamste voorwaardes van die verkoping is:

1. Dat 'n deposito van 10% (tien persent) van die koopprys onmiddellik in kontant betaalbaar is.
2. Die balans koopprys met rente daarop teen 15,50% (vyftien komma vyf nul persent) per jaar, moet gewaarborg word binne 14 (veertien) dae vanaf datum van verkoping met 'n goedgekeurde bank of bouvereniging waarborg.

3. Die Balju se kommissie is onmiddellik betaalbaar.

Geteken te Klerksdorp op hierdie 30ste dag van Oktober 1995.

D. J. Lindemann, vir Erasmus Jooste, Eiser se Prokureurs, Joostegebou, Siddlestraat 49, Klerksdorp. [Tel. (018) 464-1321.] (Verw. mev. Van Staden/MM/ZG3658.)

Saak 72/95

IN DIE LANDDROSHOF VIR DIE DISTRIK VEREENIGING GEHOU TE MEYERTON

In die saak tussen **Stadsraad van Meyerton**, Eiser, en **S. P. Senatla**, Verweerder

Ingevolge vonnis van die Landdroshof, Meyerton en lasbrief vir eksekusie gedateer 20 Maart 1995, sal die ondervermelde eiendom op 7 Desember 1995 om 10:00, by die kantoor van die Balju, Lochstraat 51, Meyerton, aan die hoogste bieder verkoop word:

Besonderhede van die eiendom, geleë binne die distrik Vereeniging, is soos volg:

Sekere Gedeelte 14 van Erf 157, Meyerton Farms, Akkedisstraat 6, Registrasieafdeling IR, Provinsie Gauteng, groot 596 (vyf nege ses) vierkante meter.

Voorwaardes:

1. Die eiendom sal voetstoots verkoop word aan die hoogste bieder en sonder reserwe, en die verkoping sal onderhewig wees aan die reëls en regulasies van die Wet op Landdroshowe en die titelaktes.

2. Die koopprys sal betaalbaar wees as volg: In kontant onmiddellik na ondertekening van die verkoopvoorwaardes, 10% (tien persent) van die koopprys of R500 watter bedrag ookal die grootste is en die balans van die koopprys binne 14 dae daarna in kontant of verseker te word deur die lewering van 'n bevredigende bank of bouvereniging waarborg.

3. Die volle verkoopvoorwaardes sal ter insae lê by die kantoor van die Balju, Lochstraat 51, Meyerton, en sal deur hom uitgelees word by aanvang van verkoping.

Die volgende informasie word verstrek aangaande die verbeterings maar niks word gewaarborg nie: Sitkamer, eetkamer, twee slaapkamers, enkel geriewe en kombuis.

Aldus gedoen en geteken te Meyerton op hede die 9de dag van Oktober 1995.

A. I. Odendaal, Lochstraat 16A, Posbus 547, Meyerton. [Tel. (016) 62-0114/5.]

Case 65028/95

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

In the matter between **First National Bank of Southern Africa Limited**, Plaintiff, and **Mario da Silva Alves**, First Defendant, and **Margarida Filomena da Silva Alves**, Second Defendant

Pursuant to a judgment of the above Honourable Court, dated 7 August 1995, and a warrant of execution dated 17 August 1995, the undermentioned immovable property will be sold in execution by public auction to the highest bidder on 15 December 1995 at 10:00, in front of the Court-house, Fox Street Entrance, Johannesburg:

Certain Erf 1513, Jeppestown Township, Registration Division IR, Transvaal, situated at 104 Doran Street, Jeppestown, Johannesburg.

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

Improvements: A dwelling consisting of an entrance hall, lounge, kitchen, three bedrooms, bathroom, two toilets and two showers.

Outbuildings: Garage and carport.

Area: 248 square metres.

Property's held: Under Deed of Transfer T35656/94.

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 131 Marshall Street, Johannesburg.

Dated at Johannesburg on this the 3rd day of November 1995.

R. Reichman-Israelsohn, for Israelsohn-Friedman, First Floor, Hunts Corner, 20 New Street South, Johannesburg; P.O. Box 6467, Johannesburg. (Tel. 833-5514.) (Ref. BR5986/COLL/PM/LR.)

Case 91880/94

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 **Evgi Imports & Trading CC**, Defendant

Pursuant to a judgment of the above Honourable Court, dated 21 October 1994, and a warrant of execution dated 23 June 1995, the undermentioned immovable property will be sold in execution by public auction to the highest bidder on 15 December 1995 at 10:00, in front of the Courthouse, Fox Street entrance, Johannesburg:

Certain Erf 1816, Sydenham Township, Registration Division IR, Transvaal, situated 40 Durham Street, Sydenham, Johannesburg.

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

Improvements: A dwelling consisting of a lounge, dining-room, playroom, TV-room, four bedrooms, two bathrooms and kitchen. *Outbuildings:* Garage, servants' quarters with a toilet and shower. *Other improvements:* Swimming-pool, carport for about four motorcars, area 711 (seven hundred and eleven) square metres.

Property's held under Deed of Transfer T14989/91.

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 131 Marshall Street, Johannesburg.

Dated at Johannesburg on this the 3rd day of November 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. BR4826/COLL/PM/LR.)

Case 27175/94
PH 609IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)

In the matter between **NBS Bank Limited**, Plaintiff, and **Patchai, Krishna**, First Defendant, and **Patchai, Sheila**, Second Defendant

In pursuance of a judgment in the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, the property listed herein will be sold on 1 December 1995 at 10:00, at the offices of the Sheriff, Westonaria, 50 Edwards Avenue, Westonaria, to the highest bidder:

Portion 8 of Erf 3338, Lenasia Extension 7 Township, Registration Division IQ, Transvaal, held under Deed of Transfer T32835/90, situated at 8 Phosphorus Street, Lenasia South Extension 7.

The Judgment Creditor has described the improvements on the property as set out hereunder, but no warranties are given in respect thereof: *Improvements:* Single-storey dwelling, walls brick and plaster, roof tiled, floors fitted carpets and tiles, lounge, kitchen, three bedrooms, bathroom, w.c. and carport.

Terms: The purchase price shall be paid as to 10% (ten per centum) thereof in cash on the day of the sale and the unpaid balance, together with interest thereon to date of registration of transfer at the rate of 18% (eighteen per centum) per annum shall be paid or secured by a bank or building society guarantee within 14 (fourteen) days of the sale.

The conditions of sale, which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Supreme Court, 50 Edwards Avenue, Westonaria.

Dated at Johannesburg on this 7th day of November 1995.

Van Staden & Booysen, 10th Floor, NBS Building, 38 Rissik Street, Johannesburg; P.O. Box 7085, Johannesburg. [Tel. (011) 333-3521.] (Ref. F. de Lange/tb.)

Case 17347/95

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Barend Christiaan Greyling**, Defendant

A sale in execution of the undermentioned property is to be held without reserve at in front of the Magistrate's Court, Marble Hall, on Wednesday, 6 December 1995 at 10:00:

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

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

Property: Erf 519, Marble Hall Extension 5 Township, Registration Division JS, Transvaal, known as 519 Protea Street, Marble Hall.

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

Hack Stupel & Ross, Attorneys for Plaintiff, P.O. Box 2000, Pretoria. [Tel. (012) 325-4185.] (Ref. Mr B. du Plooy/LVDM/GT2662.)

Case 30185/92
PH 267IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Chokoe Michael**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court at 8 Park Street, Kempton Park, on Thursday, 7 December 1995 at 10:00, of the undermentioned immovable property of the Defendant on the conditions which will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Kempton Park, at 8 Park Street, Kempton Park:

The right of leasehold in respect of Erf 364, Mashimong Township, Registration Division IR, Transvaal, measuring 261 m² (two hundred and sixty-one) square metres, held by the Defendant under Certificate of Registered Grant of Leasehold TL50721/91, being 364 Mashimong Section, Tembisa, Kempton Park.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The property consists of lounge, dining-room, toilet, two bedrooms, kitchen, two outside rooms and a garage.

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

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 27th day of October 1995.

Routledges Inc., Plaintiff's Attorneys, First Floor, Colosseum, 41 Kruis Street, Johannesburg. (Tel. 331-0511.) (Ref. Z59640/ERFCLS/Mr Preiss/lp.)

Case 10755/94
PH 267IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Filander Sonja**, 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, 12 December 1995 at 10:00, of the undermentioned immovable property of the Defendant on the conditions which will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Alberton, at First Floor, Terrace Building, 1 Eaton Terrace Street, New Redruth, Alberton:

Erf 1281, Eden Park Extension 1 Township, Registration Division IR, Transvaal, measuring 400 m² (four hundred) square metres, held by the Defendant under Deed of Transfer T39924/1988, being 13 Ford Street, Eden Park.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The property consists of lounge, three bedrooms, bathroom/w.c. and kitchen.

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

The purchaser shall, on the day of the sale, pay 5% (five per centum) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per centum) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg this 6th day of November 1995.

Routledges Inc., Plaintiff's Attorneys, First Floor, Colosseum, 41 Kruis Street, Johannesburg. (Tel. 331-0511.) (Ref. Z95497/JHBFCLS/Mr McCallum/cvdm.)

Case 3577/94
PH 267IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Olivier David Winston**, First Defendant, and **Olivier Christina Siena**, 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, 12 December 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 816, Eden Park Extension 1 Township, Registration Division IR, Transvaal, measuring 300 m² (three hundred) square metres, held by the Defendants under Deed of Transfer T1591/1989, being 17 Maserati Street, Eden Park.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The property consists of lounge, two bedrooms, bathroom/w.c. and kitchen.

Terms: 10% (ten per centum) of the purchase price in cash on the day of the sale; the balance payable against registration of transfer, to be secured by a bank, 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 6th day of November 1995.

Routledges Inc., Plaintiff's Attorneys, First Floor, Colosseum, 41 Kruis Street, Johannesburg. (Tel. 331-0511.) (Ref. Z91381/JHBFCLS/Mr McCallum/cvdm.)

Saak 9628/95

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 **J. H. Lodewikus Jordaan**, Eerste Verweerder, en **C. J. Jordaan**, Tweede Verweerder

Ingevolge 'n vonnis toegestaan in die Hof vir die Landdros van Kempton Park en 'n lasbrief vir eksekusie gedateer 28 Augustus 1995, word die eiendom hieronder uiteengesit in eksekusie verkoop op Donderdag, 7 Desember 1995 om 10:00, by die Balju Kantore, Parkstraat 8, Kempton Park, aan die hoogste bieder:

Sekere Erf 385, dorpsgebied Kempton Park-Wes, Registrasieafdeling IR, Transvaal, in die distrik Kempton Park, groot 639 (seshonderd nege-en-dertig) vierkante meter.

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

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

Buitegeboue bestaan uit garage, omhein met mure en oprit.

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 Substansieële bouvereniginglening kan vir 'n goedgekeurde koper toegestaan word met vooraf goedkeuring.

Gedateer te Kempton Park op hierdie 7de dag van November 1995.

J. H. B. Schnetler, vir Badenhorst-Schnetler Ingelyf, Eerste Verdieping, Hees en Van Loggerenberggebou, Longstraat 23, Kempton Park. (Verw. Mej. Pretorius/S1372/CDS334.)

Case 28321/94
PH 683

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

In the matter between **ABSA Bank Limited**, Plaintiff, and **Gerber, Christo**, First Defendant, and **Gerber, Hendrina Eurika**, 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, Alberton, First Floor, Terrace Building, Eaton Terrace, New Redruth, Alberton, on Tuesday, 5 December 1995 at 10:00, of the undermentioned property of the Defendants on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff of the Supreme Court, prior to the sale:

Certain Erf 219, South Crest Township, Registration Division IR, Transvaal, area 844 (eight hundred and forty-four) square metres, situation 12 Jan Meyer Street, South Crest, Alberton.

Improvements (not guaranteed): A house consisting of entrance hall, lounge, dining-room, family room, three bedrooms, bathroom, separate toilet, kitchen, garage, servant's room and outside shower with toilet.

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

Dated at Johannesburg on the 3rd day of November 1995.

Moseneke & Partners, Plaintiff's Attorneys, First Floor, Surrey House, 35 Rissik Street, P.O. Box 62690, Marshalltown, 2107. (Tel. 492-1610.) (Fax. 838-1556.) (Ref. H. N. Moloto/cm/A-75.)

Case 24041/93

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

In the matter between **Nedcor Bank Limited**, No. 51/00009/06, formerly known as Nedperm Bank Limited, Plaintiff, and
2039 Houghton Estate CC, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held by the Sheriff of Johannesburg North at 131 Marshall Street, Johannesburg, on 7 December 1995 at 10:00, of the undermentioned property of the Defendant on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff of the Supreme Court, prior to the sale:

Certain Erf 2039, Houghton Estate Township, Registration Division IR, Transvaal, area 4 164 square metres, situation 16 corner of 14th Street and 5th Avenue, Houghton Estate, Johannesburg.

Improvements (not guaranteed): A double storey house under tiled roof, consisting of entrance, four bedrooms, three bathrooms, kitchen, two lounges, two dining-rooms, two garages, swimming-pool, tennis court and servants' quarters with brick walls around the property.

Terms: 10% (ten per centum) of the purchase price in cash upon conclusion of the sale; the balance and interest on the full purchase price at current bond rates payable against registration of transfer, to be secured by a bank, building society or other acceptable guarantee to be furnished within 14 days from the date of sale. Auctioneer's charges are payable on the day of the sale and calculated at 5% (five per centum) 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 R100.

Dated at Johannesburg on the 3rd day of November 1995.

E. F. K. Tucker Inc., Plaintiff's Attorneys, 48th Floor, Carlton Centre, Commissioner Street, Johannesburg. (Tel. 331-7211.) (Ref. Foreclosures/50285.)

Case 20140/95
PH 630

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

In the matter between **ABSA Bank Limited** (United Bank Division) (formerly known as United Bank Limited), Plaintiff, and
Kobuoe, Ragelepa Paul, 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, 7 December 1995 at 10:00, of the undermentioned immovable property of the Defendant on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection, prior to the sale, the office of the Sheriff for the Supreme Court, Johannesburg East, at 131 Marshall Street, Johannesburg:

(1) A unit consisting of:

(a) Section 48, as shown and more fully described on Sectional Plan SS110/1983, in the building or buildings known as La Plagne, situated at Yeoville Township, Local Authority Johannesburg, of which the floor area according to the said sectional plan is 43 (forty-three) square metres in extent, being Flat 409, La Plagne, Nopkins Street, Yeoville; 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 Deed of Transfer ST6523/1995.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The dwelling consists of kitchen, lounge, bedroom, bathroom/w.c. and parking bay.

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 27th day of October 1995.

Jay Incorporated, Plaintiff's Attorneys, Level Six, Sunnyside Ridge, Sunnyside Drive (entrance at intersection of Carse O'Gowrie & Princess of Wales Roads), Parktown; P.O. Box 87160, Houghton, 2041. PH 630/DX 589 Jhb. [Tel. (011) 484-2828.] [Fax (011) 484-7548.](Ref. 102210/Mr Georgiades/le.)

Case 69180/95
PH 125

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

In the matter between **Pangbourne Properties Limited**, Plaintiff, and **Jose A. Goncalves**, First Defendant, **Chafik S. Azzam**, Second Defendant

In pursuance of a judgment in the Magistrate's Court of Johannesburg, granted 4 October 1995, and a warrant of ejectment issued on 4 October 1995, the goods listed hereunder will be sold in execution on Wednesday, 6 December 1995 at 10:00, at the Sheriff's Stores, 100 Sheffield Street, Turfontein:

Desk, three Software computer, Sharp fax, Minolat photocopy machine, three chairs, two small tables, book rack, filing cabinet, Karcher steam cleaner, battery charger, Hoover vacuum cleaner, GE fridge, box tools, doffs, two speakers, cor welder, jack, box porta power, compressor, a set of spraybooth lamps, bulldog, large jack, four post hoist, second hand car spares, a lot of sundries and a Golf No. 17000721.

The balance of the goods will be sold at the premises of the Execution Debtor, Unit A10 and Unit A11, 265 Heidelberg Road, City Deep Extension, Johannesburg.

Terms: Cash. No cheques accepted.

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

Bieldermans Attorneys Inc., Plaintiff's Attorneys, First Floor, South Wing, Cigna House, 2 Hood Avenue, Rosebank; P.O. Box 1892, Parklands, 2121. (Tel. 880-1659.) (Ref. S. Kokinis/dr/H122.) (Docex 68, Jhb.)

Case 936/95

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

In the matter between **The Body Corporate The Oaks Sectional Title Complex**, Plaintiff, and **G. Katsimberis**, Defendant

In pursuance of a judgment of the Magistrate's Court at Germiston, and a writ of execution dated 13 April 1995, the property listed herein will be sold in execution on Thursday, 7 December 1995 at 10:00, at the offices of the Sheriff, Magistrate's Court, Fourth Floor, Standard Towers, President Street, Germiston, to the highest bidder:

Scheme SS104/91, Unit 5, The Oaks, Bedford Gardens Township, situated at Unit 5, The Oaks, Fields Close, Bedford Gardens, Germiston, measuring 100 (one hundred) square metres, held by Deed of Transfer ST54973/1991.

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

Improvements: Unit 5, being 1 Duplex, consisting of lounge/dining-room area, kitchen, store-room, three bedrooms, bathroom and guest toilet.

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

The conditions of sale, which will be read immediately prior to the sale, may be inspected at the office of the Sheriff Magistrate's Court, Fourth Floor, Standard Towers, President Street, Germiston.

Bieldermans Inc., Attorneys for Plaintiff, First Floor, South Wing, Cigna House, 2 Hood Avenue, Rosebank; P.O. Box 1892, Parklands. Docex 68, Johannesburg. (Tel. 880-1659.) (Ref. Mr Lanham-Love/fvdm/L98.)

**Case 6961/95
PH 267**

**IN THE SURPEME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)**

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Eddie, Michael**, First Defendant, and **Eddie, Denise**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court at the office of De Klerk Vermaak & Partners, Overvaal, 28 Kruger Street, Vereeniging, on Thursday, 7 December 1995 at 10:00, of the undermentioned immovable property of the Defendants on the conditions which will lie for inspection prior to the sale, at the office of De Klerk Vermaak & Partners, Overvaal, 28 Kruger Street, Vereeniging:

Erf 5372, Ennerdale Extension 12 Township, Registration Division IQ, Transvaal, measuring 678 m², held by the Defendants under Deed of Transfer T54103/1989, being 12 Sandsteen Avenue, Ennerdale Extension 12.

The following information is furnished *re* the improvements, though in this respect and nothing is guaranteed: The property consists of lounge, dining-room, three bedrooms, bathroom/toilet, kitchen, shower/toilet and patio.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to a price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

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

Routledges Incorporated, Plaintiff's Attorneys, First Floor, Colosseum, 41 Kruis Street, Johannesburg. (Tel. 331-0511.) (Ref. ZA3059/WRFCLS/Mr Brewer/djl.)

**Case 29206/94
PH 630**

**IN THE SURPEME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)**

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Castro, Robert Paul**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the offices of the Sheriff for the Supreme Court, Brits, at Theo Building, Murray Avenue, Brits on Friday, 8 December 1995 at 08:30, of the undermentioned immovable property of the Defendant on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection, prior to the sale, at the offices of the Sheriff for the Supreme Court, Brits, at Theo Building, Murray Avenue, Brits:

Portion 37 of the farm Leeuwenkloof 480, Registration Division JQ, Transvaal, measuring 21,4133 hectares, held by the Defendant under Deed of Transfer T60706/93, being farm 16, Kromdraai, Krugersdorp.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The dwelling consists of two bedrooms, dining-room, lounge, kitchen, swimming-pool and borehole.

Terms: 10% (ten per cent) of the purchase price in cash on the day of the sale; the balance payable against registration of transfer, to be secured by a bank 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 a price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

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

Jay Incorporated, 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. DX 589 Jhb. (Tel. (011) 484-2828/Fax. (011) 484-7548.) (Ref. 100534/Mr Livingstone/le.)

**Case 4897/95
PH 170**

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

In the matter between **Standard Bank of SA Limited**, Judgment Creditor, and **Case, David Dennis**, Judgment Debtor

Pleased to take notice that in execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve price will be held at the offices of the Sheriff of the Supreme Court, Halfway House, Alexandra, First Floor, Block B, Lochner Park, corner of Richards Drive and Suttie Avenue, at 14:30 on 6 December 1995, of the undermentioned properties of the Judgment Debtor, on the conditions which lie for inspection at the offices of the Sheriff of the Supreme Court, First Floor, Block B, Lochner Park, corner of Richards Drive and Suttie Avenue, prior to the sale:

Portion 6 of Erf 93, Buccleuch Township, Registration Division IR, Transvaal, Province of Gauteng, measuring 584 (five hundred and eighty-four) square metres, held by virtue of Deed of Transfer T95217/1994 and corresponding to the street address 4 Willow Close, Buccleuch, Sandton.

The above-mentioned property is a dwelling brick house under a tiled roof and consisting of: Three bedrooms, lounge, kitchen, dining-room, bathroom, garage, swimming-pool and the property is fenced with a precast cement wall.

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

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

Dated at Johannesburg on this the 8th day of November 1995.

Young-Davis Inc., 1724 Sanlam Centre, 206/214 Jeppe Street, Johannesburg. (Tel. 336-2681.) (Ref. L. Rothschild/S7958.)

**Case 9146/94
PH 267**

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

In the matter between **ABSA Bank Limited** (United Bank Division) formerly known as United Bank Limited and prior to that United Building Society Limited and previously United Building Society, Plaintiff, and **Milne, Graham Mitchell**, First Defendant, and **Milne, Susan Frances**, 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 9 Elna Randhof, corner of Selkirk Avenue and Blairgowrie Drive, Randburg, on Tuesday, 12 December 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, Randburg, at 9 Elna Randhof, corner of Selkirk Avenue and Blairgowrie Drive, Randburg:

Erf 1355, Jukskei Park Extension 6 Township, Registration Division IQ, Transvaal, measuring 1 155 m², held by the Defendants under Deed of Transfer T18894/93, being 15 Karbiet Street, Jukskei Park Extension 3.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The property consists of lounge, dining-room, kitchen, four bedrooms, two bathrooms/w.c., servant's room and separate w.c./shower.

Terms: 10% (ten per cent) of the purchase price in cash on the day of the sale, the balance payable against registration of transfer, to be secured by a bank 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 7th day of November 1995.

Routledges Inc., Plaintiff's Attorneys, First Floor, Colosseum, 41 Kruis Street, Johannesburg. (Tel. 331-0511.) (Ref. Z95017/JHBFCLS/Mr McCallum/cvdm.)

Case 30173/92
PH 267

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (United Bank Division) formerly known as United Bank Limited and prior to that United Building Society Limited and previously United Building Society, Plaintiff, and **Mokoena, Malefetsane Kieviet**, First Defendant, and **Mokoena, Welhelmina**, 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, 5 December 1995 at 10:00, of the undermentioned immovable property of the Defendants on the conditions which will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Alberton, at First Floor, Terrace Building, 1 Eaton Terrace Street, New Redruth, Alberton:

The right of leasehold in respect of Lot 1025, A.P. Khumalo Township, Registration Division IR, Transvaal, measuring 266 m², held by the Defendants under Certificate of Registered Grant of Leasehold TL21715/86, being Stand 1025, A.P. Khumalo, Alberton.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The property consists of lounge, bedroom, kitchen, bathroom and toilet.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg this 22nd day of September 1995.

Routledges Inc., Plaintiff's Attorneys, First Floor, Colosseum, 41 Kruis Street, Johannesburg. (Tel. 331-0511.) (Ref. Z58480/ERFCLS/Mr Preiss/lp.)

Case 12820/93
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 **Rakhor, Nako Jeppe**, First Defendant, and **Rakhor, Magriffiths Josephine**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court at First Floor, Terrace Building, 1 Eaton Terrace Street, New Redruth, Alberton, on Tuesday, 5 December 1995 at 10:00, of the undermentioned immovable property of the Defendants on the conditions which will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Alberton, at First Floor, Terrace Building, 1 Eaton Terrace Street, New Redruth, Alberton:

The right of leasehold in respect of Lot 1019, A.P. Khumalo Township, Registration Division IR, Transvaal, measuring 266 m², held by the Defendants under Certificate of Registered Grant of Leasehold TL32705/86, being 1019 A.P. Khumalo, Katlehong, Alberton.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The property consists of lounge, kitchen, two bedrooms, bathroom and toilet.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg this 19th day of October 1995.

Routledges Inc., Plaintiff's Attorneys, First Floor, Colosseum, 41 Kruis Street, Johannesburg. (Tel. 331-0511.) (Ref. Z70657/ERFCLS/Mr Preiss/lp.)

Case 22375/94
PH 267IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (United Bank Division), formerly known as United Bank Limited and prior to that United Building Society Limited, and previously United Building Society, Plaintiff, and **Mafetu, Reuben Mbuyiseli**, First Defendant, and **Mafetu, Agnes Ntombizodwa**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court at 8 Park Street, Kempton Park, on Thursday, 7 December 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, Kempton Park, at 8 Park Street, Kempton Park:

The right of leasehold in respect of Lot 272, Leboeng Township, Registration Division IR, Transvaal, measuring 256 m², held by the Defendants under Certificate of Registered Grant of Leasehold No. TL64660/88, being Stand 272, Leboeng Section, Tembisa, Kempton Park.

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

The property consists of lounge, kitchen, three bedrooms, bathroom and toilet.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg this 20th day of October 1995.

Routledges Inc., Plaintiff's Attorneys, First Floor, Colosseum, 41 Kruis Street, Johannesburg. (Tel. 331-0511.) (Ref. ZA0575/ERFCLS/Mr Preiss/lp.)

Case 18824/94
PH 267IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (United Bank Division), formerly known as United Bank Limited, and prior to that United Building Society Limited, and previously United Building Society, Plaintiff, and **Mashaya, Duduza James**, First Defendant, and **Mashaya, Nozipho Nozzy**, 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, 5 December 1995 at 10:00, of the undermentioned immovable property of the Defendants on the conditions which will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Alberton, at First Floor, Terrace Building, 1 Eaton Terrace Street, New Redruth, Alberton:

The right of leasehold in respect of Erf 684, Moseleke East Township, Registration Division IR, Transvaal, measuring 366 m², held by the Defendants under Certificate of Registered Grant of Leasehold TL6928/89, being Stand 684, Moseleke East, Katlehong.

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

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg this 19th day of October 1995.

Routledges Inc., Plaintiff's Attorneys, First Floor, Colosseum, 41 Kruis Street, Johannesburg. (Tel. 331-0511.) (Ref. ZA0007/ERFCLS/Mr Preiss/lp.)

Case 22360/94
PH 267IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (United Bank Division), formerly known as United Bank Limited and prior to that United Building Society Limited, and previously United Building Society, Plaintiff, and **Radebe, Mlongwane Aghraham**, First Defendant, and **Radebe, Petrus**, 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, 5 December 1995 at 10:00, of the undermentioned immovable property of the Defendants on the conditions which will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Alberton, at First Floor, Terrace Building, 1 Eaton Terrace Street, New Redruth, Alberton:

The right of leasehold in respect of Stand 502, Ramakonopi Township, Registration Division IR, Transvaal, measuring 312 m², held by the Defendants under Certificate of Registered Grant of Leasehold TL4283/86, being Stand 502, Ramakonopi East, Katlehong, Alberton.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The property consists of lounge, kitchen, two bedrooms, bathroom and toilet.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg this 10th day of October 1995.

Routledges Inc., Plaintiff's Attorneys, First Floor, Colosseum, 41 Kruis Street, Johannesburg. (Tel. 331-0511.) (Ref. ZA0532/ERFCLS/Mr Preiss/lp.)

Case 15634/94
PH 267

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

In the matter between **ABSA Bank Limited** (United Bank Division), formerly known as United Bank Limited, and prior to that United Building Society Limited, and previously United Building Society, Plaintiff, and **Ntsibande, Vusumuzi Thomas**, First Defendant, and **Ntsibande, Fikile Rejoice**, 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, 5 December 1995 at 10:00, of the undermentioned immovable property of the Defendants on the conditions which will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Alberton, at First Floor, Terrace Building, 1 Eaton Terrace Street, New Redruth, Alberton:

The right of leasehold in respect of Lot 516, A.P Khumalo Township, Registration Division IR, Transvaal, measuring 272 m², held by the Defendants under Certificate of Registered Grant of Leasehold TL5874/86, being Stand 516, A.P Khumalo, Katlehong, Alberton.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The property consists of lounge, kitchen, two bedrooms, bathroom and toilet.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg this 10th day of October 1995.

Routledges Inc., Plaintiff's Attorneys, First Floor, Colosseum, 41 Kruis Street, Johannesburg. (Tel. 331-0511.) (Ref. Z98475/ERFCL/Mr Preiss/lp.)

Case 20286/92
PH 267

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

In the matter between **ABSA Bank Limited** (United Bank Division), formerly known as United Bank Limited, and prior to that United Building Society Limited, and previously United Building Society, Plaintiff, and **Makibi, Tehoho Apollon**, First Defendant, and **Makibi, Mpho Pricilla**, 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, 5 December 1995 at 10:00, of the undermentioned immovable property of the Defendants on the conditions which will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Alberton, at First Floor, Terrace Building, 1 Eaton Terrace Street, New Redruth, Alberton:

The right of leasehold in respect of Erf 2470 (formerly Erf 244), Likole Extension 1 Township Registration Division IR, Transvaal, measuring 320 m², held by the Defendants under Certificate of Registered Grant of Leasehold TL24664/87, being Stand 244, Likole Extension 1, Katlehong, Alberton.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The property consists of lounge, kitchen, two bedrooms, bathroom and toilet.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg this 10th day of October 1995.

Routledges Inc., Plaintiff's Attorneys, First Floor, Colosseum, 41 Kruis Street, Johannesburg. (Tel. 331-0511.) (Ref. Z52015/ERFCLS/Mr Preiss/lp.)

Case 15627/95
PH 267IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (United Bank Division), formerly known as United Bank Limited, and prior to that United Building Society Limited, and previously United Building Society, Plaintiff, and **Vilakaza, Mapane Amon**, First Defendant, and **Vilakaza, Elizabeth Mama**, 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 8 Park Street, Kempton Park, on Thursday, 7 December 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, Kempton Park, at 8 Park Street, Kempton Park:

The right of leasehold in respect of Lot 175, Tlamatlama Township, Registration Division IR, Transvaal, measuring 251 m², held by the Defendants under Certificate of Registered Grant of Leasehold TL11005/86, being 175 Tlamatlama Section, Tembisa, Kempton Park.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The property consists of lounge, kitchen, two bedrooms, bathroom and toilet.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg this 30th day of October 1995.

Routledges Inc., Plaintiff's Attorneys, First Floor, Colosseum, 41 Kruis Street, Johannesburg. (Tel. 331-0511.) (Ref. ZA4584/ERFCL/Mr Preiss/lp.)

Case 17222/93
PH 267IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Mthembu, Mandla David**, 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, 5 December 1995 at 10:00, of the undermentioned immovable property of the Defendant on the conditions which will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Alberton, at First Floor, Terrace Building, 1 Eaton Terrace Street, New Redruth, Alberton:

The right of leasehold in respect of Erf 117, A.P. Khumalo Township, Registration Division IR, Transvaal, measuring 271 m², held by the Defendant under Certificate of Registered Grant of Leasehold TL34978/89, being 117 Khumalo Valley, Katlehong, Alberton.

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

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg this 19th day of October 1995.

Routledges Inc., Plaintiff's Attorneys, First Floor, Colosseum, 41 Kruis Street, Johannesburg. (Tel. 331-0511.) (Ref. Z71727/ERFCLS/Mr Preiss/lp.)

Case 19771/95
PH 267IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)

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

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court at 22B Ockerse Street, Krugersdorp, on Wednesday, 6 December 1995 at 10:00, of the undermentioned immovable property of the Defendant on the conditions which will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Krugersdorp, at 22B Ockerse Street, Krugersdorp:

Erf 238, Krugersdorp West Township, Registration Division IQ, Transvaal, measuring 595 m², held by the Defendant under Deed of Transfer T5018/1995, being 70 Nellie Street, Krugersdorp.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The property consists of lounge, two bedrooms, bathroom/toilet and kitchen.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg this 26th day of October 1995.

Routledges Inc., Plaintiff's Attorneys, First Floor, Colosseum, 41 Kruis Street, Johannesburg. (Tel. 331-0511.) (Ref. ZA5658/WRFCLS/Mr Brewer/djl.)

Case 18216/95

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 **Jooste, Isak David**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court at 22B Ockerse Street, Krugersdorp, on Wednesday, 6 December 1995 at 10:00, of the undermentioned immovable property of the Defendant on the conditions which will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Krugersdorp, at 22B Ockerse Street, Krugersdorp:

Remaining Extent of Portion 6 of Erf 223, Krugersdorp Township, Registration Division IQ, Transvaal, measuring 730 m², held by the Defendant under Deed of Transfer T16657/1990, being 75 De Wet Street, Krugersdorp North.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The property consists of entrance hall, lounge, dining-room, family room, four bedrooms, bathroom/toilet and kitchen.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg this 25th day of October 1995.

Routledges Inc., Plaintiff's Attorneys, First Floor, Colosseum, 41 Kruis Street, Johannesburg. (Tel. 331-0511.) (Ref. ZA5297/WRFCLS/Mr Brewer/djl.)

Saak 78781/94

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **Knox Apteek**, Eksekusieskuldeiser, en **mev. E. W. Coertze**, Eksekusieskuldenaar

Neem kennis, dat aangesien die Vonnisiskuldeiser vonnis gekry het in die bogenoemde Agbare Hof op 28 Desember 1994 vir betaling van die bedrag van R861,45 plus rente teen 15,5 per jaar vanaf 6 Desember 1994 tot datum van finale vereffening en koste in die bedrag van R114,88.

Daar op 12 Desember 1995 om 10:00, te NG Sinodalesentrum, Visagiestraat 234, Pretoria, deur die Balju 'n verkoping in eksekusie gehou sal word na aanleiding waarvan die eiendom waarop beslag gelê is, synde:

Gedeelte 20 van Erf 1972, Villieria, Registrasieafdeling JR, Transvaal, groot 1 276 (een twee sewe ses) vierkante meter, ook bekend as 31ste Laan 747, Villieria, verkoop sal word.

Die volgende verbeterings is op die eiendom aangebring: 'n Woonhuis onder sink met drie slaapkamers, sitkamer, eetkamer, badkamer, kombuis en twee motorhuise.

Terme:

1. Die eiendom word voetstoots verkoop vir die hoogste bod, onderhewig aan die bepalings van die Landdroshofwet, Wet No. 32 van 1944, soos gewysig.

2. Daar is 'n verband ten gunste van Nedcor geregistreer, maar die verkoping is nie onderhewig aan 'n reserweprys nie.

3. Die koopprys sal soos volg betaalbaar wees:

3.1 Tien persent (10%) van die koopprys en Baljufooi teen vyf persent (5%) op die eerste R20 000, drie persent (3%) op die balans met 'n maksimum van R6 000.

3.2 Die balans deur lewering van 'n bevredigende bank of bougenootskapwaarborg vir sodanige balans met rente aan die Balju binne 30 (dertig) dae vanaf datum van ondertekening van die voorwaardes van verkoop;

3.3 Rente op die bestaande verband ten gunste van Nedcor oor die eiendom teen die heersende rentekoers van tyd tot tyd vanaf datum van koop tot datum van registrasie van transport in die naam van die koper moet gewaarborg word deur 'n bevredigende bank of bougenootskapwaarborg binne 30 (dertig) dae vanaf datum van ondertekening van die voorwaardes van verkoop.

4. Die verkoping sal geskied volgens verdere verkoopvoorwaardes wat uitgelê sal word by die veiling. Voorwaardes sal ter insae lê by die kantoor van die Balju, Sentraal, NG Sinodalesentrum, Visagiestraat 234, Pretoria, gedurende kantoorure.

Geteken te Pretoria op hierdie 9de dag van November 1995.

Smith & Cronje, Prokureur vir Eiser, Schoemanstraat 851, Arcadia, Pretoria. (Tel. 342-6770.) (Verw. mej. Erasmus.)

Case 13119/95

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

In the matter between **NBS Bank Limited**, Plaintiff, and **Mabuza Christina Galati**, 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 17 July 1995 will be sold in execution on Friday, 8 December 1995 at 10:00, at the offices of the Sheriff of the Supreme Court, 50 Edwards Avenue, Westonaria, to the highest bidder:

Erf 1222, Lawley Extension 1 Township, Registration Division IQ, Transvaal, in extent 425 (four hundred and twenty-five) square metres, situated at 1222 Sardine Crescent, Lawley Extension 1, Westonaria.

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

Residence, single-storey dwelling, detached. Walls: Brick and semi-face. Roof: Tile. Floor: Grano. Rooms: Lounge, kitchen, two bedrooms, bathroom and toilet. Outbuildings: None. Boundary: Fenced. Improvements: Fence, Patio.

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 30th day of October 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/1413.)

Case 8304/95

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

In the matter between **NBS Bank Limited**, Plaintiff, and **Jansen Andries Petrus**, First Defendant, and **Jansen Vanessa Nan**, 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 29 May 1995 will be sold in execution on Tuesday, 5 December 1995 at 10:00, at the office of the Sheriff, Alberton, First Floor, Terrace Building, 1 Eaton Terrace, New Redruth, Alberton, to the highest bidder:

Erf 327, Southcrest Township, Registration Division IR, Transvaal, in extent 798 (seven hundred and ninety-eight) square metres, situated at 28 Voortrekker Street, Alberton.

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

Residence, single-storey dwelling, detached. Walls: Brick and plaster. Roof: Corrugate iron and tile. Floor: Fitted carpets and Marley tiles. Rooms: Lounge, kitchen, three bedrooms, bathroom, shower and toilet. Other: Cellar, entrance hall. Outbuildings: Single servant. Boundary: Brick walls. Improvements: Paving, walls, swimming-pool, gazebo, braai area.

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, Supreme Court, First Floor, Terrace Building, 1 Eaton Terrace, New Redruth, Alberton for the Supreme Court. A substantial bank loan can be raised for an approved purchaser with prior approval.

Dated at Johannesburg on the 30th day of October 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/1369.)

Case 22330/93

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

In the matter between **NBS Bank Limited**, Plaintiff, and **Kubayi Norah** (*née* Baloyi), Defendant

In pursuance of a judgment in the Court of the Magistrate, Johannesburg, District of Johannesburg, and writ of execution the property listed hereunder which was attached on 28 June 1995 will be sold in execution on Friday, 8 December 1995 at 10:00, at the Magistrate's Court, in front of the Court House, Fox Street entrance, Johannesburg, to the highest bidder:

Erf 4849, Chiawelo Extension 2 Township, Registration Division IQ, Transvaal, in extent 240 (two hundred and forty) square metres, situated at 4849 Chiawelo Extension 2, Soweto, Johannesburg.

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

Residence, single-storey dwelling, detached. *Walls:* Brick, plaster and paint. *Roof:* Tiles. *Floor:* Fitted carpets and tiles. *Rooms:* Lounge, 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, Second Floor, TFC House, 32 Von Brandis Street, Johannesburg, for the Magistrate's Court. A substantial bank loan can be raised for an approved purchaser with prior approval.

Dated at Johannesburg on this the 2nd day of November 1995.

De Villiers & Co., Ninth Floor, NBS Building, corner of Market and Rissik Streets, Johannesburg. DX 571. (Tel. 336-3913/4 and 336-3921/3.) (Ref. Mr Steyn/427.)

Case 21722/92
PH 388

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Lebuso, Peter Moagi**, 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, Block D, First Floor, Lochner Park, corner of Richards Drive and Futtie Street, Halfway House, at 14:30 on Wednesday, on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff of the Supreme Court, prior to the sale:

Certain: Erf 503, Sunninghill Extension 2 Township, Registration Division IR, Transvaal, area 1 760 (one thousand seven hundred and sixty) square metres, situated at 22 Kitui Road, Sunninghill Extension 2, Sandton.

Improvements (not guaranteed): A double storey house under tiled roof consisting of four bedrooms, 2½ bathrooms, kitchen, lounge, dining-room, family room, double garage, swimming-pool, servants' quarters, servant's toilet with precast and brick walls around property.

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

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

F. R. J. Jansen, for Jansen-Potter, Plaintiff's Attorneys, 25th Floor, Carlton Centre, Commissioner Street, Johannesburg. (Tel. 331-8535.) (Ref. Foreclosures/Z524.)

Saak 2179/92

IN DIE LANDDROSHOF VIR DIE DISTRIK WESTONARIA GEHOU TE WESTONARIA

In die saak tussen **NBS Bank Beperk**, Eiser, en **Adam Ally**, Eerste Verweerder, en **Touiefah Ally**, Tweede Verweerder

Ingevolge 'n vonnis van die Landdroshof van Westonaria, distrik Westonaria, en lasbrief vir eksekusie teen goed gedateer 11 Mei 1993 sal die ondervermelde eiendom op 8 Desember 1995 om 10:00 voor die Landdroshof, Edwardslaan 50, Westonaria, aan die hoogste bieder verkoop word:

Erf 1438, Lawley-uitbreiding 1-dorpsgebied, Registrasieafdeling IQ, provinsie Gauteng, groot 488 vierkante meter, gehou kragtens Transportakte T42008/90.

Die volgende verbeteringe word genoem maar nie gewaarborg nie: Enkelvlakwoonhuis onder teëldak bestaande uit: Sitkamer, eetkamer, kombuis, drie slaapkamers, badkamer en toilet.

Voorwaardes van verkoping: Die koopprys sal betaalbaar wees teen 10% (tien persent) as deposito en die balans van die koopsom op transport.

Die volle voorwaardes van verkoping, wat uitgelees sal word direk voor die verkoping, mag ondersoek word by die kantoor van die Balju van die Landdroshof, Westonaria, Edwardslaan 50, Westonaria. 'n Bouverenigingslening kan vooraf gereël word vir 'n goedgekeurde koper.

Gedateer te Westonaria op hierdie 27ste dag van Oktober 1995.

S. W. Kruger, vir Truter Crous Wiggill & Vos, Truvosgebou, Briggsstraat 88, Westonaria. (Tel. 753-1188.) (Verw. SWK/AB/W01205/NC42K.)

Case 7603/94

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

In the matter between **De Jager Kruger & Van Blerk**, Plaintiff, and **K. S. de Winnaar**, Defendant

Notice is hereby given that in terms of a warrant of execution issued in the above-mentioned Court on 21 February 1995, the following property being:

Plot 116, Vischkuil Extension 1 A/H, measuring 1,6169 hectar.

Address: Plot 116, Vischkuil Extension 1, A/H, Springs.

Will be sold in execution on 15 December 1995 at 15:00, at the offices of the Sheriff of the Magistrate's Court, 66 Fourth Street, Springs, to the highest bidder.

The following improvements appears to have been erected on the property (but is not guaranteed): Iron roof, plastered walls, three bedrooms, lounge, dining-room, kitchen, bathroom, double garage, outside room and borehole.

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

Thus done and signed at Springs on this the 27 th day of October 1995.

T. Kapp, for De Jager Kruger & Van Blerk, Second Floor, Sanlam Centre, Fourth Street, P.O. Box 1078, Springs. (Tel. 812-1455/6/7/8.)

Saak 8055/95

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Witwatersrand Plaaslike Afdeling)

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

Ter uitwinning van 'n vonnis van die Hooggeregshof van Suid-Afrika (Witwatersrand Plaaslike Afdeling) in bogemelde saak sal 'n verkoping sonder 'n reserweprys gehou word te die kantore van die Balju, Leeuwpootstraat 182, Boksburg, op Vrydag, 8 Desember 1995 om 11:15, van die ondergemelde eiendom van die Verweerder wat deur die Balju gelees sal word ten tye van die verkoping en welke voorwaardes by die kantore van die Balju van die Hooggeregshof, Leeuwpootstraat 182, Boksburg, voor die verkoping ter insae sal lê:

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

Sonering: Residensieel.

Spesiale gebruiksvergunninge en voorwaardes: Geen.

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

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

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

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

Gedateer te Alberton op hede die 3de dag van November 1995.

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

Saak 23820/95

PH 396

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Witwatersrand Plaaslike Afdeling)

In die saak tussen **ABSA Bank Limited**, handeldrywende as United Bank, Eksekusieskuldeiser, en **Ramogale, Mapela Collin**, Eksekusieskuldenaar

'n Verkoping sonder voorbehoud, sal gehou word by die kantore van die Balju, te Marshallstraat 131, Johannesburg, op Donderdag, 7 Desember 1995 om 10:00, van die ondergenoemde eiendom op voorwaardes wat geïnspekteer mag word by die kantore van die Balju voor die verkoping:

Deeltitel 12, Pontrialto, Berea-dorpsgebied, Greater Johannesburg Transitional Metropolitan Council, grootte 68 vierkante meter, gehou deur Akte van Transport ST4084/1995, synde Pontrialto 31, Fifelaan 37, Berea.

Verbeterings soos hieronder beskryf is nie gewaarborg nie.

Die eiendom bestaan uit geboue en verbeterings: 'n Deeltitel eenheid met sitkamer, slaapkamer, badkamer, toilet en kombuis.

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

Gedateer te Johannesburg hierdie 9de dag van November 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/Z24314.)

Saak 13585/91

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **Norman Hirschowitz**, Eiser, en **D. C. Steenberg**, Verweerder

Kennis word hiermee gegee dat ingevolge 'n uitspraak van die Hooggeregshof van Suid-Afrika (Transvaalse Provinsiale Afdeling) in bogemelde saak op 5 Augustus 1992 en ten uitvoering van 'n lasbrief tot uitwinning sal die Balju van die Hooggeregshof, Witbank, op Vrydag, 8 Desember 1995 om 10:00, te Landdroskantoor, Delvillestraat, Witbank, aan die hoogste bieder verkoop:

Gedeelte 51 ('n gedeelte van Gedeelte 1) van die plaas Leeuwpoort 283, Registrasieafdeling JS, Mpumalanga, gehou kragtens Akte van Transport T35541/79, groot 8,5653 hektaar.

Die volgende besonderhede word verskaf met betrekking tot verbeterings aangebring op die eiendom, maar geen waarborg kan verskaf word in verband daarmee nie: Vierslaapkamerhuis, sitkamer, eetkamer, TV-kamer, studeerkamer, swembad, twee badkamers, dubbelmotorhuis, sinkdak en steenmure.

Die koper moet 'n deposito van 10% (tien persent) van die koopprys asook die Balju van die Hooggeregshof se fooie betaal op die dag van verkoping. Die balans koopprys is betaalbaar teen registrasie van transport en moet betaal word by wyse van 'n bank- of bouverenigingwaarborg wat deur die Eiser se prokureur goedgekeur is. Die goedgekeurde bank- of bouverenigingwaarborg moet aan die Balju van die Hooggeregshof gelewer word binne een maand na datum van die verkoping.

Gemelde eiendom sal verkoop word op die voorwaardes wat uitgelees sal word deur die Balju van die Hooggeregshof ten tyde van die verkoping, welke voorwaardes nagegaan kan word by die kantore van die Balju van die Hooggeregshof te Witbank.

Geteken te Pretoria op hierdie 8ste dag van November 1995.

Van Zyl le Roux & Hurter Ingelyf, Prokureurs vir Eiser, Tweede Verdieping, Kerkplein 38, Kerkplein, Pretoria. (Tel. 323-0500.) (Verw. Hurter NG 35063.)

Saak 12685/95

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **Saambou Bank Beperk**, Eiser, en **Johannes Hendrik de Beer**, Eerste Verweerder, en **Magdalena Susanna de Beer**, Tweede Verweerderes

Kennis word hiermee gegee dat ingevolge 'n uitspraak van die Hooggeregshof van Suid-Afrika (Transvaalse Provinsiale Afdeling) in bogemelde saak op 31 Julie 1995 en ter uitvoering van 'n lasbrief tot uitwinning sal die Balju, Springs, op 8 Desember 1995 om 11:00, te 12de Straat 56, Springs, verkoop:

Sekere Erf 1132, Strubenvale-dorpsgebied, Registrasieafdeling IR, Transvaal, beter bekend as Hansomstraat 21, Strubenvale, groot 1 115 (eenduisend eenhonderd-en-vyftien) vierkante meter.

Die eiendom is verbeter en bestaan uit 'n woonhuis bestaande uit 'n sit-/eetkamer, kombuis, drie slaapkamers, badkamer, toilet, buitekamer en 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 tyde van die verkoping, welke voorwaardes nagegaan kan word by die kantore van die Balju te 12de Straat 56, Springs.

Dyason, Prokureurs vir Eiser, Leopont, Kerkstraat-Oos 451, Pretoria. (Tel. 322-8600.) [Verw. T. du Plessis/AN (FF 0557).]

Saak 5090/95

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Witwatersrandse Plaaslike Afdeling)

In die saak tussen **NBS Bank Beperk**, Eiser, en **Lehole Themi Japhta**, Eerste Verweerder, en **Lehole Vuyeya Martha**, Tweede Verweerder

Ingevolge 'n uitspraak in die Hooggeregshof (Witwatersrandse Plaaslike Afdeling) en 'n lasbrief vir eksekusie, sal die eiendom hieronder waarop beslag gelê is op 30 Oktober 1995 in eksekusie verkoop word, aan die hoogste bieder, op Woensdag, 6 Desember 1995 om 14:30, sonder 'n reserwe prys by die Balju van die Hooggeregshof se kantore, Lochner Park, Blok D, Eerste Verdieping, hoek van Richard- en Suttierylaan, Halfway House:

Erf 1233, Alexandra-uitbreiding 5-dorpsgebied, Registrasieafdeling IR, Transvaal, 140 (eenhonderd-en-veertig) vierkante meter, geleë te Kitelaan 1233, Alexandra-uitbreiding 5, Johannesburg.

Die volgende verbeterings word beweer op die eiendom te wees, maar niks word gewaarborg nie: Woning (losstaande enkelverdiepingwoning), mure (stene, pleister en verf), dak (teëls), vloer (teëls), vertrekke (sitkamer, kombuis, twee slaapkamers, badkamer en toilet), buitegeboue (geen), grens (omheining), verbeterings (geen).

Verkoopvoorwaardes: Die koopprys is betaalbaar as 'n kontant deposito van 10% (tien persent) en die balans teen oordrag. Die volledige verkoopvoorwaardes wat onmiddellik voor die verkoping gelees sal word, is ter insake te kantoor van die Balju vir die Hooggeregshof Lochner Park, Blok D, Eerste Verdieping, hoek van Richard- en Suttierylaan, Halfway House. 'n Aansienlike banklening kan met vooraf goedkeuring, vir goedgekeurde koper gereël word.

Gedateer te Johannesburg op die 8ste dag van November 1995.

De Villiers & Kie., Negende Verdieping, NBS-gebou, hoek van Market- en Rissikstraat, Johannesburg. (Tel. 336-3913/4.) (Verw. mnr. Steyn/1313.) (DX 571.)

Case 18199/94
PH136IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)In the matter between **First National Bank of Southern Africa Limited**, Plaintiff, and **Sipser, Max Michael**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be conducted by the Sheriff, Johannesburg North, at the offices of the Sheriff, 131 Marshall Street, Johannesburg, on Thursday, 7 December 1995 at 10:00, of the undermentioned property of the Defendant on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection, prior to the sale, at the offices of the Sheriff, Johannesburg North, 131 Marshall Street, Johannesburg:

Erf 1184, Greenside Extension 2 Township, Registration Division IR, Transvaal, situated at 20 Clovelly Road, Greenside, Johannesburg, measuring 1 021 (one thousand and twenty-one) square metres, held under Deed of Transfer T21009/90.

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

Main building: Brick dwelling with a tiled roof consisting of kitchen, scullary, entrance hall, lounge, familyroom, dining-room, four bedrooms and two bathrooms. *Outbuildings:* Double garage, servants' quarters, toilet and shower.

Zoning: Residential.

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

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

Dated on this 9th day of November 1995.

C. B. McEwan, Plaintiff's Attorney, Office 100, Ground Floor, Klerck & Barret Centre, 70 Grayston Drive, Benmore. (Tel. 783-2091.) (Ref. Mr McEwan/sab/6S683.)

Saak 5928/95

IN DIE LANDDROSHOF VIR DIE DISTRIK BENONI GEHOU TE BENONI

In die saak tussen **Saambou Bank Beperk**, Eksekusieskuldeiser, en **Lesiba Johannes Mongatane**, Eksekusieskuldenaar

Ingevolge 'n vonnis toegestaan in bogemelde Hof op 19 September 1995 en 'n lasbrief vir eksekusie gedateer 19 September 1995, sal die volgende onroerende eiendom voetstoots verkoop word deur die Balju van die Landdroshof by die Landdroshof te Harpurlaan, Benoni, op Woensdag, 13 Desember 1995 om 11:00:

Die reg, titel en belang in Huurpag van Erf 30546, Daveyton-uitbreiding 6-dorpsgebied, Registrasieafdeling IR, provinsie Gauteng, groot 230 (tweehonderd en dertig) vierkante meter, gehou kragtens Sertifikaat van Geregistreerde Huurpag TL24679/1994, geleë te Erf 30546, Daveyton-uitbreiding 6.

Die eiendom bestaan uit die volgende alhoewel geen waarborg gegee word nie:

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

Vernaamste voorwaardes van verkoping:

1. Die voorwaardes van verkoping sal ter insae lê by die kantoor van die Balju van die Landdroshof, Liverpool Park 12, Liverpoolstraat, Benoni-Suid.

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

3. Koopprijs is soos volge betaalbaar:

3.1 Deposito van 10% van die koopprijs is betaalbaar onmiddellik na die verkoping.

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

Gedateer te Benoni op hierdie 6de dag van November 1995.

C. de Heus, vir Du Plessis De Heus & Van Wyk, Prokureur vir Eksekusieskuldeiser, Woburnlaan 72, Benoni. [Tel. (011) 422-2435.] (Verw. mnr. De Heus/HON/AB302.)

Saak 4714/95

IN DIE LANDDROSHOF VIR DIE DISTRIK BENONI GEHOU TE BENONI

In die saak tussen **Saambou Bank Beperk**, Eksekusieskuldeiser, en **Richard George Rex**, Eerste Eksekusieskuldenaar, en **Caren Lara Rex**, Tweede Eksekusieskuldenaar

Ingevolge 'n vonnis toegestaan in bogemelde Hof op 7 September 1995 en 'n lasbrief vir eksekusie gedateer 7 September 1995, sal die volgende onroerende eiendom voetstoots verkoop word deur die Balju van die Landdroshof by die Landdroshof te Harpurlaan, Benoni, op Woensdag, 13 Desember 1995 om 11:00:

Erf 986, Crystal Park-uitbreiding 1-dorpsgebied, Registrasieafdeling IR, provinsie Gauteng, groot 813 (aght honderd en dertien) vierkante meter, gehou kragtens Akte van Transport T8646/1994, geleë te Clydesdalestraat 35, Crystalpark, Benoni.

Die eiendom bestaan uit die volgende alhoewel geen waarborg gegee word nie:

'n Enkelverdiepingwoonhuis bestaande uit sitkamer/eetkamer, drie slaapkamers, aantrekkamer, twee badkamers, studeerkamer en kombuis.

Vernaamste voorwaardes van verkoping:

1. Die voorwaardes van verkoping sal ter insae lê by die kantoor van die Balju van Landdroshof, Liverpool Park 12, Liverpoolstraat, Benoni-Suid.

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

3. Koopprijs is soos volg betaalbaar:

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

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

Gedateer te Benoni op hierdie 6 November 1995.

C. de Heus, vir Du Plessis De Heus & Van Wyk, Prokureur vir Eksekusieskuldeiser, Woburnlaan 72, Benoni. [Tel. (011) 422-2435.] (Verw. mnr. De Heus/HON/AB289.)

Saak 5449/95

IN DIE LANDDROSHOF VIR DIE DISTRIK BRAKPAN GEHOU TE BRAKPAN

In die saak tussen **Saambou Bank Beperk**, Eksekusieskuldeiser, en **Mohono, Simon Molawa**, Eerste Eksekusieskuldenaar, en **Mohono, Albertina Busisiwe**, Tweede Eksekusieskuldenaar

Ingevolge 'n vonnis toegestaan in bogemelde Hof op 23 Augustus 1995, en 'n lasbrief vir eksekusie gedateer 29 Augustus 1995, sal die volgende onroerende eiendom voetstoots verkoop word deur die Balju by die kantoor van die Balju te Prince Georgelaan 439, Brakpan, op Vrydag, 12 Januarie 1996 om 11:00:

Erf 21619, Tsakane-uitbreiding 11-dorpsgebied, Registrasieafdeling IR, provinsie Gauteng, groot 250 (tweehonderd-en-veertig) vierkante meter, gehou kragtens Sertifikaat van Geregistreerde Huurpag TL7389/1990, geleë te Erf 21619, Tsakane-uitbreiding 11.

Die eiendom bestaan uit die volgende alhoewel geen waarborg gegee word nie: 'n Enkelverdiepingwoonhuis bestaande uit sitkamer, twee 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 bepalinge van artikel 66 (2) van die Landdroshofwet 32 van 1944, soos gewysig, aan die hoogste bieder verkoop.

3. Koopprijs is soos volg betaalbaar:

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

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

Gedateer te Brakpan op die 3de dag van November 1995.

C. de Heus, vir Du Plessis, De Heus & Van Wyk, Prokureurs vir Eksekusieskuldeiser, Marilestgebou, Woburnlaan 72, Benoni. [Tel. (011) 422-2435.] (Ref. mnr. De Heus/HON/AB290.)

Saak 17584/95

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

In die saak tussen **ABSA Bank Beperk**, Eiser, en **Johannes Lodewikus Nel**, Eerste Verweerder, en **Wilhelmina Lodewika Nel**, Tweede Verweerder

'n Eksekusieverkoping word gehou deur die Balju, Tzaneen, voor die Landdroshofkantoor, Morganstraat, Tzaneen, op 8 Desember 1995 om 10:30, van:

Erf 636, geleë in die dorp Tzaneen, Registrasieafdeling LT, Transvaal, groot 2 045 vierkante meter, gehou kragtens Akte van Transport T92664/93, beter bekend as Tooleystraat 3, Tzaneen.

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

Verbeterings: 'n Baksteenwoonhuis met sinkdak, keramiekteëlvloere en volvloermatte, bestaande uit 'n ingangsportaal, sitkamer, gesinskamer, eetkamer, studeerkamer, kombuis, waskamer, vier slaapkamers en twee badkamers.

Buitegeboue: Dubbelmotorhuis, bediendekamer, toilet en stoor.

Besigtig voorwaardes by die Balju Tzaneen, Grensstraat 50, Tzaneen.

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

Saak 60051/95

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **ABSA Bank Beperk**, Eiser, en **Helena Jacoba Zwarts**, nou Meere, Verweerder

'n Eksekusieverkoping word gehou deur die Balju, Pretoria-Wes, te Kamer 603A, Sesde Verdieping, Olivettihuis, hoek van Schubart- en Pretoriusstraat, Pretoria, op 7 Desember 1995 om 10:00, van:

Gedeelte 10, van Erf 503, in die dorpsgebied Claremont, Registrasieafdeling JR, Transvaal, groot 1 205 vierkante meter, gehou kragtens Akte van Transport T56168/89, beter bekend as Pretoriastraat 1043, Claremont.

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

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

Buitegeboue: Dubbelmotorhuis en toilet.

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

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

Saak 13719/94

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **ABSA Bank Beperk**, Eiser, en **Phillip Jacobus van den Heever**, Verweerder

'n Eksekusieverkoping word gehou deur die Balju, Wonderboom, te Gedeelte 83, De Onderstepoort (net noord van Sasko Meule, ou Warmbadpad, Bon Accord), op 8 Desember 1995 om 11:00, van:

Erf 1481, Sinoville-uitbreiding 3-dorpsgebied, Registrasieafdeling JR, Transvaal, groot 1 018 vierkante meter, gehou kragtens Akte van Transport T92105/93, beter bekend as Roeloestraat 738, Sinoville.

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

Verbeterings: 'n Baksteenwoonhuis bestaande uit 'n sitkamer, eetkamer, kombuis, drie slaapkamers en twee badkamers.

Buitegeboue: Dubbelmotorhuis, bediendekamer en toilet.

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

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

Saak 63424/95

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **ABSA Bank Beperk**, Eiser en **Jan Christiaan van Staden**, Verweerder

'n Eksekusieverkoping word gehou deur die Balju, Pretoria-Wes, te Kamer 603A, Sesde Verdieping, Olivettihuis, hoek van Schubart- en Pretoriusstraat, Pretoria, op 7 Desember 1995 om 10:00, van:

Gedeelte 32, van Erf 58, Claremont, Pretoria-dorpsgebied, Registrasieafdeling JR, Transvaal, groot 538 vierkante meter, gehou kragtens Akte van Transport T100902/94, beter bekend as Marinastraat 1049, Claremont.

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

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

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

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

Case 15984/95

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **African Life Assurance Company Limited**, Plaintiff, and **Bamby Griffiths Maepa**, First Defendant, and **Masello Virginia Maepa**, Second Defendant

In execution of a judgment of the Supreme Court (Transvaal Provincial Division) in the above-mentioned matter, a sale in execution without reserve will be held by the Sheriff of Wonderboom/Soshanguve, at Portion 83, De Onderstepoort (just north of Sasko Mills, old Warmbaths Road, Bon Accord), on 8 December 1995 at 11:00, of the undermentioned property of the Defendants, on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the offices of the Sheriff prior to the sale:

Certain Erf 25244, Mamelodi Township, being 25244, Khutsong Extension 2, Mamelodi Pretoria, Registration Division JR, Transvaal, extent 320 (three hundred and twenty) square metres, held under Certificate of Ownership 84846/93.

Improvements: A facebrick dwelling under tiled roof consisting of three bedrooms; two bathrooms (mes) and separate w.c., kitchen, lounge and dining-room.

Reserve price: Without reserve.

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

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

Dated at Pretoria on this the 10th day of November 1995.

Savage Jooste & Adam Inc., Savage Jooste and Adams Forum, 748 Church Street, Arcadia, Pretoria. (Tel. 344-3814.) (Ref. MVS RE E47.)

Case 28368/94

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

In the matter between **NBS Bank Limited** (Reg. No. 87/01384/06), Plaintiff, and **Megatop Property Development Corporation (Pty) Ltd**, First Defendant, **Jugthsan Kistensamy Govender**, Second Defendant, and **Glenda Elizabeth Govender**, Third Defendant

In execution of a judgment of the Magistrate's Court, Pretoria, in this suit, the undermentioned property will be sold by the Sheriff of the Court at Room 603A, Olivetti House, corner of Schubart and Pretorius Streets, Pretoria, on 7 December 1995 at 10:00, to the highest bidder:

Certain Erf 3426, situated in the Township of Danville, Registration Division JR, Transvaal, measuring 2 934 square metres, situated at Ellinand Centre, 153 De Villiers Street, Danville, Pretoria.

Terms and conditions:

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

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

Description of property: Shopping centre, three storeys, brick walls, 22 shops.

Outbuildings: Two servants' rooms, two stores and three w.c.'s

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

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

Signed at Pretoria on this 10th day of November 1995.

Shapiro & De Meyer Inc., Third Floor, Shapiro Chambers, Bureau Lane, Pretoria. (Ref. C. Haffter/lf/N1224.)

Case 6798/95

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

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

In execution of a judgment of the Magistrate's Court, Pretoria, in this suit, the undermentioned property will be sold by the Sheriff of the Court at Wonderboom, Portion 83, De Onderstepoort (just north of Sasko Mills, old Warmbaths Road, Bon Accord), on 1 December 1995 at 11:00, to the highest bidder:

Certain Erf 1135, situated in the Township of Chantelle Extension 8, Registration Division JR, Transvaal, measuring 1 027 square metres, situated at 13 Clive Street, Chantelle Extension 8, Pretoria North.

Terms and conditions:

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

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

Description of property: House: Lounge, dining-room, kitchen, five bedrooms, three and a half bathrooms, four showers, four w.c.'s, TV room and scullery.

Outbuildings: Double garage, w.c. and shower.

Other: Courtyard.

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

Conditions: The full conditions of sale may be inspected at the Sheriff's offices at Wonderboom, Portion 83, De Onderstepoort (just north of Sasko Mills, Old Warmbaths Road, Bon Accord).

Signed at Pretoria on this 10th day of November 1995.

Shapiro & De Meyer Inc., Third Floor, Shapiro Chambers, Bureau Lane, Pretoria. (Ref. C. Haffter/lf/N1474.)

Case 62546/94

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

In the matter between **NBS Bank Limited** (Reg. No: 87/01384/06), Plaintiff, and **Grootvlei Hoewe 183 (Edms.) Ontwikkeling BK**, First Defendant, **Charles Alfred Steyn**, Second Defendant, and **Elna Johanna Elizabeth Steyn**, Third Defendant

In execution of a judgment of the Magistrate's Court, Pretoria, in this suit, the undermentioned property will be sold by the Sheriff of the Court at Wonderboom, Portion 83, De Onderstepoort (just north of Sasko Mills, Old Warmbaths Road, Bon Accord), on 1 December 1995 at 11:00, to the highest bidder:

(1) Certain Portion 183 (a portion of Portion 124), of the farm Grootvlei 272, Registration Division JR, Transvaal, measuring 8,7443 hectare, situated at Plot 183, Farm Grootvlei 272.

Description of property: Plot, Portion 183: Lounge, dining-room, TV room, study, kitchen, pantry, laundry, four bedrooms, two bathrooms, shower and three w.c.'s.

Outbuildings: Double garage.

Other: Alarm system, Solar heating system, two bore holes and concrete walls.

(2) Portion 184 (a portion of Portion 124), of the farm Grootvlei 272, Registration Division JR, Transvaal, situated at Plot 183, Farm Grootvlei 272, measuring 8,7443 hectare.

Description of property: Portion 184: Vacant stand.

Terms and conditions:

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

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

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

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

Signed at Pretoria on this 10th day of November 1995.

Shapiro & De Meyer Inc., Third Floor, Shapiro Chambers, Bureau Lane, Pretoria. (Ref. C. Haffter/lf/N1310.)

Case 9725/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **Club Refrigeration CC**, Plaintiff, and **Red Onion Investments CC**, First Defendant, and **Daniel Makhubela**, Second Defendant

In terms of a judgment of the Supreme Court of South Africa (Transvaal Provincial Division) in the above-mentioned suit, a sale will be held at the office of the Sheriff for Wonderboom, Portion 83, De Onderstepoort (just north of Sasko Mills, Old Warmbaths Road, Bon Accord), on Friday, 1 December 1995, of the undermentioned properties of the Defendants on the conditions to be read out by the auctioneer at the time of the sale and which conditions may be inspected at the offices of the Sheriff, prior to the sale:

Portion 9 of Erf 1303, Soshanguve Township, Registration Division JR, Gauteng, in extent 3 135 m² (three thousand one hundred and thirty-five square metres), held under Deed of Transfer T47673/992; and

Portion 10 of Erf 1303, Soshanguve Township, Registration Division JR, Gauteng, in extent 2,2441ha (two comma two four four one hectares), held under Deed of Transfer T47674/992.

The following information is furnished *re* the improvements, though in this respect, nothing is guaranteed: Portion 9—A liquor store. Portion 10—a recreation club.

10% (ten per cent) of the purchase price and 5% (five per cent) of the auctioneer's charges on the first R20 000 and 3% (three per cent) thereafter in cash, plus Value-Added Tax on the date of the sale, the balance against transfer to be secured by 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 the 10th day of November 1995.

A. Papageorge, for Adams & Adams, Plaintiff's Attorneys, Shorburg, 429 Church Street, Pretoria. (Ref. AP/dg P107/94.)

Case 11958/95
PH 136

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **First National Bank of Southern Africa Limited**, Plaintiff, and **Capon, Leon**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be conducted by the Sheriff, Germiston, at the offices of the Sheriff Germiston, Fourth Floor, Standard Chambers, President Street, Germiston, on Thursday, 7 December 1995 at 10:00, of the undermentioned property of the Defendant on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection, prior to the sale, at the offices of the Sheriff, Germiston, Fourth Floor, Standard Chambers, President Street, Germiston:

Erf 614, Hurlyvale Extension 1 Township, Registration Division IR, Transvaal, situated at 12 Cobham Road, Hurlyvale Extension 1, Edenvale, measuring 991 (nine hundred and ninety-one) square metres, held under Deed of Transfer T11544/87.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: *Main building*: Brick dwelling with a tiled roof consisting of entrance hall, lounge, dining-room, study, kitchen, three bedrooms and two bathrooms. *Outbuildings*: Garage, servant's room and swimming-pool.

Zoning: Residential.

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

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

Date: 9 November 1995.

C. B. McEwan, Plaintiff's Attorney, Office 100, Ground Floor, Klerck & Barret Centre, 70 Grayston Drive, Benmore. (Tel. 783-2091.) (Ref. Mr McEwan/sab/6C598.)

Case 23387/95
PH 396

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

In the matter between **ABSA Bank Limited**, trading as Allied Bank, Execution Creditor, and
Williams, David Nigel, Execution Debtor

Be pleased to take notice that on Wednesday, 6 December 1995 at 14:30, the undermentioned property will be sold in execution at the offices of the Sheriff of the Supreme Court, First Floor, Block D, Lochner Park, corner of Richards Drive and Suttie Street, Halfway House:

Certain Portion 3 of Erf 271, Buccleuch Township, Registration Division IR, the Province of Gauteng, measuring 1 962 (one thousand nine hundred and sixty-two) square metres and held by Deed of Transfer T8454/91, situated at 19C Margaret Avenue, Buccleuch.

Description: A dwelling consisting of lounge, dining-room, three bedrooms, bathroom and kitchen.

1. The sale shall be without reserve, and the property shall, subject to the Supreme Court 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 9th day of November 1995.

J. Meiring, vir 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/Z23342.)

Saak 23387/95
PH 396

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

In die saak tussen **ABSA Bank Limited** handeldrywende as Allied Bank, Eksekusieskuldeiser,
Williams, David Nigel, Eksekusieskuldenaar

'n Verkoop sonder voorbehoud, sal gehou word by die Kantore van die Balju, Eerste Verdieping, Blok D, Lochnerpark, hoek van Richardslaan en Suttiestraat, Halfway House, op Woensdag, 6 Desember 1995 om 14:30, van die ondergenoemde eiendom op voorwaardes wat geïnspekteer mag word by die kantore van die Balju voor die verkoping:

Gedeelte 3 van Erf 271, Buccleuch-dorpsgebied, Registrasieafdeling IR, Gauteng provinsie, grootte 1 962 vierkante meter en gehou deur Akte van Transport T84541/91, synde Margaretlaan 19C, Buccleuch.

Verbeterings soos hieronder beskryf is nie gewaarborg nie. Die eiendom bestaan uit: *Geboue en verbeterings*: 'n Huis met sitkamer, eetkamer, drie slaapkamers, badkamer en kombuis.

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

Gedateer te Johannesburg op hierdie 9de dag van November 1995.

J. Meiring, vir Van de Venter, Meiring Inc., Eksekusieskuldeiser se Prokureurs, Suite 715, Sewende Verdieping, Carlton International Trade Centre, Commissionerstraat, Johannesburg. [Tel. (011) 886-0500.] (Verw. S. Pitchers/Z23342.)

Case 23639/95
PH 396IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** trading as United Bank, Execution Creditor, and
Jantjes, Bauchanan James, First Execution Debtor, and **Jantjes, Beverley Helen**, Second Execution Debtor

Be pleased to take notice that on Wednesday, 6 December 1995 at 14:30 the undermentioned property will be sold in execution at the offices of the Sheriff of the Supreme Court, First Floor, Block D, Lochner Park, corner of Richards Drive and Suttie Street, Halfway House:

Certain: Erf 180, Kyalami Estate Township, Registration Division JR, Province of Gauteng, measuring 1 280 (one thousand two hundred and eighty) square metres and held by Deed of Transfer T941/1992, situated at 480 Gosforth Crescent, Kyalami Estate.

Description: A dwelling consisting of entrance hall, lounge, dining-room, family room, play room, study, change room, four bedrooms, bathroom, bath with toilet, two separate toilets, kitchen and scullery. *Outbuildings:* Two garages, servant's room, toilet and shower.

1. The sale shall be without reserve, and the property shall, subject to the Supreme Court Act 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 4% (four per centum) 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 9th day of November 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/Z23192.)

Saak 23639/95
PH 396IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA
(Witwatersrandse Plaaslike Afdeling)

In die saak tussen **ABSA Bank Limited** handeldrywende as United Bank, Eksekusieskuldeiser, en
Jantjes, Bauchanan James, Eerste Esekusieskuldenaar, en **Jantjes, Beverley Helen**, Tweede Eksekusieskuldenaar

'n Verkoop sonder voorbehoud, sal gehou word by die Kantore van die Balju, Eerste Verdieping, Blok D, Lochnerpark, hoek van Richardslaan en Suttiestraat, Halfway House, op Woensdag, 6 Desember 1995, om 14:30, van die ondergenoemde eiendom op voorwaardes wat geïnspekteer mag word by die kantore van die Balju voor die verkoping:

Erf 180, Kyalami Estate-dorpsgebied, Registrasieafdeling JR, Gauteng-provinsie, grootte 1 280 vierkante meter en gehou deur Akte van Transport T941/1992, synde Gosforthsingel 480, Kyalami Estate.

Verbeterings soos hieronder beskryf is nie gewaarborg nie. Die eiendom bestaan uit: *Geboue en verbeterings:* 'n Huis met sitkamer, eetkamer, ingangsportaal, familiekamer, studiekamer, vier slaapkamers, badkamers, bad met toilet, twee aparte toilette, aantrekkamer, speelkamer, spens en kombuis. *Buitegeboue:* Twee motorhuise, bedienkamer, toilet en stort.

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

Gedateer te Johannesburg op hierdie 9de dag van November 1995.

J. Meiring, vir Van de Venter, Meiring Inc., Eksekusieskuldeiser se Prokureurs, Suite 715, Sewende Verdieping, Carlton International Trade Centre, Commissionerstraat, Johannesburg. [Tel. (011) 886-0500.] (Verw. S. Pitchers/Z23192.)

Case 12007/95
PH396IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited**, trading as United Bank, Execution Creditor, and
Hussain, Abdul Kader, Execution Debtor

Be pleased to take notice that on Wednesday, 6 December 1995 at 14:30, the undermentioned property will be sold in execution at the offices of the Sheriff of the Supreme Court, First Floor, Block D, Lochner Park, corner of Richards Drive and Suttie Street, Halfway House:

Certain: Portion 23 of Erf 89, Kelvin Township, Registration Division IR, Province of Gauteng, measuring 2 307 (two thousand three hundred and seven) square metres and held by Deed of Transfer No. T8601/1993, situated at 32 Northway Street, Kelvin.

Description: A dwelling consisting of lounge, dining-room, three bedrooms, two bathrooms, separate toilet, kitchen and scullery. *Outbuildings:* Study and double garage.

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

2. The purchaser shall pay 10% of the price plus 4% 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 9th day of November 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/Z21750.)

Saak 12007/95
PH 396

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

In die saak tussen **ABSA Bank Limited**, handeldrywend as United Bank, Eksekusieskuldeiser, en
Hussain, Abdul Kader, Eksekusieskuldenaar

'n Verkoop sonder voorbehoud, sal gehou word by die kantore van die Balju te Eerste Verdieping, Blok D, Lochnerpark, hoek van Richardsrylaan en Suttiastraat, Halfway House, op Woensdag, 6 Desember 1995 om 14:30, van die ondergenoemde eiendom op voorwaardes wat geïnspekteer mag word by die kantore van die Balju voor die verkoop:

Gedeelte 23 van Erf 89, Kelvin-dorpsgebied, Registrasieafdeling IR, Gauteng Provinsie, groot 2 307 vierkante meter en gehou deur Akte van Transport No. T8601/1993, synde Northwaystraat 32, Kelvin.

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

Geboue en verbeterings: 'n Huis met sitkamer, eetkamer, drie slaapkamers, twee badkamers, aparte toilet, kombuis en spens. *Buitegeboue:* Studiekamer en dubbelmotorhuis.

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

Gedateer te Johannesburg op hierdie 9de dag van November 1995.

J. Meiring, vir Van de Venter, Meiring Inc., Eksekusieskuldeiser se Prokureurs, Suite 715, Sewende Verdieping, Carlton International Trade Centre, Commissionerstraat, Johannesburg. [Tel. (011) 886-0500.] (Ref. S. Pitchers/Z21750.)

Case 23820/95
PH396

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

In the matter between **ABSA Bank Limited**, trading as United Bank, Execution Creditor, and
Ramogale, Mapela Collin, Execution Debtor

Be pleased to take notice that on Thursday, 7 December 1995 at 10:00, the undermentioned property will be sold in execution at the offices of the Sheriff of the Supreme Court, 131 Marshall Street, Johannesburg:

Certain: Section 2, Pontrialto, Berea Township, Greater Johannesburg Transitional Metropolitan Council, measuring 68 (sixty-eight) square metres in extent, held under Deed of Transfer No. ST4084/1995, situated at 31 Pontrialto, 37 Fife Avenue, Berea.

Description: A unit consisting of lounge, bedroom, bathroom, toilet and kitchen.

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

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

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

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

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

Dated at Johannesburg on this the 9th day of November 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/Z24314.)

Saak 10374/94

IN DIE HOOGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **Die Standard Bank van Suid-Afrika Beperk** Eiser, en **Dave Ashley Vincent Ally**, Eerste Verweerder en **Belinda Debbie Ally**, Tweede Verweerder

Ten uitvoerlegging van 'n vonnis in die bogemeelde Agbare Hof en 'n lasbrief vir eksekusie word die volgende eiendom in eksekusie verkoop op Dinsdag, 12 Desember 1995 om 10:00 deur die Balju vir die Hooggeregshof, Pretoria, Noordoos, gehou by die NG Sinodale Sentrum, 234 Visagiestraat, Pretoria, aan die hoogste bieder:

Erf 3535, Eersterust-uitbreiding 6, Registrasieafdeling JR, Transvaal, groot 900 (negehonderd) vierkante meter, gehou kragtens Akte van Transport T79348/1990, onderhewig aan die voorwaardes daarin vervat.

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

Straatadres: Tobruklaan 525, Eersterust-uitbreiding 6.

Verbeteringe: Woonhuis bestaande uit sitkamer, twee toilette, twee badkamers, drie slaapkamers, kombuis, swembad, eetkamer, dubbel motorhuis, studeerkamer, lapa, oprit en ommuur.

Reserweprys: Die eiendom word verkoop sonder reserwe.

Terme en voorwaardes: Die koopprys sal betaalbaar wees soos volg: 10% (tien persent) daarvan by verkoping en die balans moet binne 30 dae verseker word by wyse van 'n bank- of bouverenigingwaarborg.

Voorwaardes: Die volle voorwaardes van verkoping wat deur die Balju van die Hooggeregshof van Pretoria Noordoos, onmiddellik voor die verkoping uitgelees sal word, sal ter insae lê by die kantore van die Balju vir die Hooggeregshof, Pretoria Noordoos, Pretoriusstraat 1210, Hatfield, Pretoria.

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

F. M. Nel, Truter & Wessels, Prokureurs vir Eiser, Vyfde Verdieping, De Kleine Admiraal, Andriesstraat 76, Pretoria. (Verw. Nel/S1325/RE.)

CAPE • KAAP

Case 7348/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Jacobus Petrus De la Rey Coetzee**, First Defendant, and **Marinda Coetzee**, Second Defendant

In the above matter a sale will be held on Monday, 4 December 1995 at 11:30, at the site of 12 Aster Street, Brackenfell, being Erf 9810, Brackenfell, in the Municipality of Brackenfell, Stellenbosch Division, measuring 878 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 ($\frac{1}{10}$) 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 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): A dwelling comprising lounge, dining-room, kitchen, bathroom, three bedrooms and double garage.

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 Kuils River 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 6611/95

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Hans Richard Dietterle**, Defendant

In the above matter a sale will be held on Monday, 4 December 1995 at 10:30, at the site of 18 Fairwinds, Eversdal, Durbanville, being Erf 373, Eversdale, in the Municipality of Bellville, Cape Division, measuring 1 011 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 ($\frac{1}{10}$) 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 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): A dwelling comprising three bedrooms, two bathrooms, lounge, dining-room, kitchen, double garage and swimming-pool.

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 6731/95

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Roy Edward Luiters**, First Defendant, and **Martha Elizabeth Luiters**, Second Defendant

In the above matter a sale will be held on Thursday, 7 December 1995 at 10:00, at the site of 4 Naboom Road, Eastridge, Mitchells Plain, being Erf 34180, Mitchells Plain, in the Municipality of Cape Town, Cape Division, measuring 267 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 ($\frac{1}{10}$) 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 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): A brick dwelling with an asbestos roof comprising three bedrooms, lounge, kitchen, toilet/bath and carport.

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 Mitchells Plain South 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 15599/95

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Dawid van Wyk**, Defendant

In the above matter a sale will be held on Tuesday, 5 December 1995 at 10:00, at the site of 8 Aberdeen Road, Ravensmead, being Erf 14849, Parow, in the Municipality of Parow, Cape Division, measuring 356 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 ($\frac{1}{10}$) 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 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): A dwelling comprising three bedrooms, bathroom, toilet, kitchen, lounge, dining-room and garage.

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 11735/95

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

In the matter between **Fidelity Bank Limited**, Plaintiff/Execution Creditor, and **Winston Phillip Wichman**, First Defendant/Execution Debtor, and **Elaine Wichman**, Second Defendant/Execution Debtor

In execution of the judgment of the Magistrate's Court, Mitchells Plain, in the above matter, a sale will be held on Thursday, 7 December 1995 at 10:00, at 103 Protea Street, Lenteguur, Mitchells Plain, of the following immovable property:

Certain land situated at Erf 10554, Mitchells Plain, in the Transitional Metropolitan Substructure of Cape Town, Cape Division, Province of Western Cape, measuring 207 (two hundred and seven) square metres, held by Deed of Transfer T4342/92, also known as 103 Protea Street, Lenteguur, Mitchells Plain.

The following information is furnished *re* the improvements but in this regard nothing is guaranteed: Single dwelling under asbestos tiled roof consisting of three bedrooms, kitchen, lounge and bathroom/toilet.

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 centum) 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 centum) 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, Mitchells Plain.

Dated at Cape Town this 20th day of October 1995.

Findlay & Tait Inc., Plaintiff's Attorneys, SA Reserve Bank Building, 60 St George's Mall, Cape Town. (Ref. P. E. Whelan/hb/45422.)

SALE IN EXECUTION**Nedcor Bank Limited vs E. T. Stanley****Wynberg Case No. 15971/92**

The property: Erf 3869, Grassy Park, in the Local Area of Grassy Park, Cape Division, in extent 548 square metres, situated at 4 Harrier Way, Grassy Park.

Improvements (not guaranteed): Single dwelling, bricks walls, tiled roof, lounge, kitchen, three bedrooms, bathroom and toilet.

Date of sale: 6 December 1995 at 12:00 p.m.

Place of sale: 4 Harrier Way, Grassy Park.

Material conditions: The Sale will be voetstoots, by Public Auction to the highest bidder, the purchase price payable as follows: R2 500,00 in cash or by bank cheque upon signature of the Conditions of Sale; 10% of the purchase price less the sum or R2 500,00 in cash or by bank cheque on the day of the sale, and the balance on transfer together with interest thereon calculated in the manner set out more fully in the conditions of sale and subject to the terms set out in the Conditions of Sale which will be read immediately prior to the sale and which are available for inspection at the offices of the Sheriff for the Magistrate's Court, Electric Road, Wynberg and Steer & Co., 33 Loop Street, Cape Town.

Matz Watermeyer, Attorneys for Judgment Creditor, 135 Main Road, Claremont.

Case 8908/95**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF WYNBERG HELD AT WYNBERG**

In the matter between **The Standard Bank of S.A. Limited**, Execution Creditor, and **Leslie Joseph Delcarme**, First Execution Debtor, and **Shirley Elizabeth Delcarme**, Second Execution Debtor

In terms of a judgment granted by the Magistrate's Court for the District of Wynberg, dated 7 August 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 Thursday, 30 November 1995 at 14:00:

Erf 83804, Cape Town at Retreat, situated in the City of Cape Town, Cape Division, in extent five hundred and one (501) square metres, held by Deed of Transfer T12987/1988.

Street address: 83 Military Road, Retreat, Cape.

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 attached to the property contained in the relevant title deeds.

2. The following information is furnished but not guaranteed: Lounge, dining-room, kitchen, two bedrooms, bathroom and toilet.

3. The full and complete conditions of sale will be announced by the Sheriff of the Magistrate's Court or Auctioneer immediately before the sale and will lie for inspection at the offices of the Sheriff for the Magistrate's Court, Wynberg.

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 rate of 15,25% (fifteen comma two five per centum) from the date of sale to date of registration of transfer, against registration 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 Athlone on this 6th day of October 1995.

H. Mohamed & Associates, Attorneys for Execution Creditor, NRB House, 42 Old Klipfontein Road, Athlone. (Ref. Coll/sg 15/56047/95.)

SALE IN EXECUTION**Nedcor Bank Limited vs R. J. Ford****Wynberg Case No. 6641/92**

The property: Erf 80112, Cape Town, at Diep River, in the City of Cape Town, Division Cape, in extent 538 square metres, situated at 39 Allen Way, Windsor Park, Diep River.

Improvements (not guaranteed): Single dwelling, brick walls, tiled roof, lounge, kitchen, three bedrooms, bathroom, toilet and garage.

Date of sale: 4 December 1995 at 12:00 p.m.

Place of sale: 39 Allen Way, Windsor Park, Diep River.

Material conditions: The Sale will be voetstoots, by Public Auction to the highest bidder, the purchase price payable as follows: R2 500,00 in cash or by bank cheque upon signature of the Conditions of Sale; 10% of the purchase price less the sum of R2 500,00 in cash or by bank cheque on the day of the sale, and the balance on transfer together with interest thereon calculated in the manner set out more fully in the Conditions of Sale and subject to the terms set out in the Conditions of Sale which will be read immediately prior to the sale and which are available for inspection at the offices of the Sheriff for the Magistrate's Court, Electric Road, Wynberg and Claremont Auctioneers, 21 Paarden Eiland Road, Paarden Eiland.

Pincus Matz Marquard Hugo-Hamman, Attorneys for Judgment Creditor, 135 Main Road, Claremont.

SALE IN EXECUTION**Nedcor Bank Limited vs E. E. Peterson****Wynberg Case No. 20966/95**

The property: Erf 8986, Grassy Park, in the Local Area of Grassy Park, Cape Division, in extent 306 square metres, situated at 3 East Close, Grassy Park.

Improvements (not guaranteed): Single dwelling, brick walls, asbestos roof, lounge, kitchen, three bedrooms, bathroom and toilet.

Date of sale: 5 December 1995 at 12:00 p.m.

Place of sale: 3 East Close, Grassy Park.

Material conditions: The Sale will be voetstoots, by Public Auction to the highest bidder, the purchase price payable as follows: R2 500,00 in cash or by bank cheque upon signature of the Conditions of Sale; 10% of the purchase price less the sum of R2 500,00 in cash or by bank cheque on the day of the sale, and the balance on transfer together with interest thereon calculated in the manner set out more fully in the Conditions of Sale and subject to the terms set out in the Conditions of Sale which will be read immediately prior to the sale and which are available for inspection at the offices of the Sheriff for the Magistrate's Court, Electric Road, Wynberg and Steer & Co., 33 Loop Street, Cape Town.

Pincus Matz Marquard Hugo-Hamman, Attorneys for Judgment Creditor, 135 Main Road, Claremont.

Case 1136/95**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF STRAND HELD AT STRAND**

In the matter between **NBS Bank Limited** (Reg. No. 87/01384/06), Judgment Creditor, and **J. B. Baron**, Judgment Debtor

Be please to take notice that the undermentioned immovable property will be sold in auction on Wednesday, 13 December 1995 at 11:00, on the property at 4 Oxford Road, Helderberg Park, Strand:

Erf 13679, Strand, 4 Oxford Road, Helderberg Park, Strand.

Please take notice that the conditions of sale will lie for inspection at the Sheriff of the Court, Strand and will be read out prior to the sale.

The property which will be put up to auction consists of:

Property description: The unit consists of kitchen, three bedrooms, bathroom, toilet, no garage, no laundry, no carports, no servants' quarters and no store-room.

Take notice that 10% (ten per cent) of the purchase price is to be paid in cash and the balance be secured by a bank guarantee within 14 (fourteen) days after date of sale.

H. L. N. Joubert, for W. P. Holder Boiskin & Viljoen, Attorney for Plaintiff, Van der Stel Building, Galloway Square, Strand; P.O. Box 40, 7140. [Tel. (024) 53-1027.] (Ref. CVA/N530/001.)

**Case 15603/93
PH 255****IN THE SUPREME COURT OF SOUTH AFRICA
(Cape of Good Hope Provincial Division)**

In the matter between **The Standard Bank of South Africa Limited**, Plaintiff, and **Peter Jonathan Levey**, First Defendant, and **Cheryl Ann Levey**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Cape of Good Hope Provincial Division) in the above-mentioned suit, a sale without reserve will be held at 5 Hutchinson Road, Bergvliet, on Wednesday, 20 December 1995 at 10:00, of the undermentioned property of the Defendants on the conditions which will lie for inspection at the offices of the Sheriff for the Supreme Court, Maynard House, Maynard Road, Wynberg:

Erf 84171, Cape Town at Retreat, situated in the City of Cape Town, Cape Division, in extent 621 square metres, and situated at 5 Hutchinson Road, Bergvliet.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: A 160 square metre main dwelling consisting of a lounge/dining-room, kitchen, four bedrooms, bathroom, water closet, water closet with shower, 43 square metre outbuilding consisting of garage, servants' quarters, water closet, laundry with shower and swimming-pool.

Terms:

1. 10% (ten per centum) of the purchase price in cash on the day of 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.

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

Dated at Montague Gardens on this 31st October 1995.

William Inglis, Plaintiff's Attorneys, 17 Marconi Road, Montague Gardens. [Tel. (021) 52-5138.] (Ref. W. D. Inglis/cs/S957/2566.)

Case 7446/95

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

In the matter between **The Body Corporate of the Oakdale Scheme No. 141/81**, Execution Creditor, and
Mrs M. E. Hartzenberg, Execution Debtor

In pursuance of a judgment in the Magistrate's Court for the District of Wynberg and writ of execution dated 4 April 1995, the following property will be sold in execution, at the site of the property at 104 Oakdale, Main Road, Plumstead on Thursday, 14 December 1995 at 12:00, to the highest bidder:

1. (a) Section 43, as shown and more fully described on Sectional Plan SS141/81 in the scheme known as Oakdale, in respect of the land and building or buildings situated at Plumstead, in the area of the Transitional Metropolitan Substructure Cape Town, Division Cape, Province of the Western Cape, of which section the floor area according to the sectional plan is 81 (eighty-one) square metres; and

(b) an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan, held by Deed of Transfer ST3689/1987 also known as 104 Oakdale, Main Road, Plumstead.

2. (a) Section 8, as shown and more fully described on Sectional Plan SS141/81 in the scheme known as Oakdale, in respect of the land and building or buildings situated at Plumstead, in the area of the Transitional Metropolitan Substructure Cape Town, Division Cape, Province of the Western Cape, of which section the floor area according to the sectional plan is 18 (eighteen) square metres; and

(b) an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan, held by Deed of Transfer ST3689/1987 also known as 104 Oakdale, Main Road, Plumstead.

Conditions of sale:

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder and of the title deeds of the property and the property shall, subject to the foregoing, be sold to the highest bidder.

2. The following improvements on the property are reported but nothing is guaranteed: Sectional title unit thereon consisting of two bedrooms, lounge, kitchen, bathroom and toilet plus a single garage.

3. *Payment:* 10% (ten per centum) of the purchase price shall be paid in cash or by means of a deposit-taking institution's guaranteed cheque at the time of the sale and the full balance thereof together with interest at the rate for which judgment was granted per annum calculated on the amount of the Judgment Creditor's claim (and in the event of there being any preferent creditor then also the interest payable upon such preferent creditor's claim) from the date of sale to the date of transfer, against registration of transfer, which amounts are to be secured by approved deposit-taking institution guarantee to be delivered within fourteen (14) days of the date of sale.

Conditions: The full conditions of sale which will be read out by the Sheriff immediately prior to the sale may be inspected at his office.

Schneider Sharkey & Klitzner, Attorneys for Judgment Creditor, 173 Bree Street, Cape Town. (Ref. N Sharkey/nf/LW561.)

Case 8365/95

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF EAST LONDON HELD AT EAST LONDON

In the matter between **Frederick Joseph Raeburn Filmer**, Plaintiff, and **David Benjamin Naude**, Defendant

In pursuance of a judgment granted in the Magistrate's Court for the District of East London, and warrant of execution dated 27 September 1995, by the above Honourable Court, the following property will be sold in execution, on Wednesday, 6 December 1995 at 10:00, to the highest bidder, subject to the provisions of the conditions of sale:

Erf 12206, East London, East London Transitional Local Council, Division of East London, Eastern Cape Province, in extent, 1 276 square metres, held by Deed of Transfer T3317/1989, known as 3 Vaal Street, Baysville, East London.

The sale aforesaid will take place at the property itself being 3 Vaal street, Baysville, 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 Magistrate's Court Act and also subject to the provisions of the Title Deed/Deed of Transfer, and also subject to the claims of the preferent creditor being met.

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; Four bedrooms, dining-room, family room, lounge, scullery, kitchen, pantry, two full bathrooms, office, work room, games room, sewing room, two garages, servant's room, laundry, toilet and shower.

Dated at East London on the 24th day of October 1995.

Michael D. Wylde, Plaintiff's Attorney, Third Floor, Adrey House, 17 Terminus Street, East London.

Case 6287/95

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

In the matter between **Nedcor Bank Limited** (formerly Nedperm Bank Ltd) (formerly SA Permanent Building Society), Execution Creditor, and **D. Meyer**, First Execution Debtor, and **C. Meyer**, Second Execution Debtor

In execution of a judgment of the Magistrate's Court for the District of Uitenhage dated 29 June 1995, and in pursuance of an attachment in execution dated 4 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, 30 November 1995 at 11:00, of the following immovable property situated at 31 Ambrose Street, Uitenhage:

Zoned: Residential, being Erf 8227, Uitenhage, in the area of Uitenhage Transitional Local Council, Division of Uitenhage, Eastern Cape Province, in extent 595 square metres, held by Desmond Meyer and Charmaine Meyer, under Deed of Transfer T28035A/1987, and subject to the conditions referred to therein.

The following improvements are situated on the property although nothing in this respect is guaranteed: Single storey detached conventional dwelling under asbestos with lounge, three bedrooms, kitchen, bathroom and single garage.

The conditions of sale will be read immediately prior to the sale, and are lying for inspection at the office of the Sheriff for the Magistrate's Court, Uitenhage.

Terms: 10% (ten per centum) of the purchase price and 5% (five per centum) Sheriff's (auctioneer's) charges up to R20 000 and thereafter 3% (three per centum) to a maximum of R6 000 with a minimum of R200 in cash at the time of the sale; the balance against transfer to be secured by a bank or building society or other acceptable guarantee, to be furnished to the Sheriff of the Court within fourteen (14) days from date of the sale.

Dated at Uitenhage this 25th day of October 1995.

J. L. Levy & Levy, Attorneys for Execution Creditor, 301 SA Permanent Centre, Caledon Street, Uitenhage.

Case 6789/94

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 **Melvin John Barnes**, Defendant

The following will be sold in execution on 5 December 1995 at 09:00, in front of the Magistrate's Court for the District of Mitchells Plain, to the highest bidder:

Erf 18892 (portion of Erf 7294), Mitchells Plain, 98 (ninety-eight) square metres, held by Deed of Transfer T45065/90, situated at 27 Bronze, Rocklands, Mitchells Plain.

1. The following improvements are reported but not guaranteed:

Dwelling: Semi-detached, three bedrooms, bath/toilet, kitchen and lounge.

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 19,50% (nineteen comma five nil per centum) per annum calculated on the Judgment Creditor's claim from the date of sale to the date of transfer] against registration of transfer, which amounts are to be secured by approved bank guarantee to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. **Conditions:** The full conditions of sale will be read out immediately prior to the sale and may be inspected at the offices of the Sheriff.

C. & A. Friedlander Inc., Third Floor, Reader's Digest House, Strand Street, Cape Town, 8001. (Ref. B. Kosmas/CLS/Z00195.)

Case 16487/94

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 **Larney Kellerman**, Defendant

The following will be sold in execution on 5 December 1995 at 10:00, in front of the Magistrate's Court for the District of Mitchells Plain, to the highest bidder:

Erf 20317 (portion of Erf 17123), Mitchells Plain, 148 (one hundred and forty-eight) square metres, held by Deed of Transfer T35126/89, situated at 4 Salvia, Lentegur, Mitchells Plain.

1. The following improvements are reported but not guaranteed:

Dwelling: Semi-attached, tile roof, brick walls, three bedrooms, bath/toilet, kitchen and lounge.

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 19,50% (nineteen comma five nil per centum) per annum calculated on the Judgment Creditor's claim from the date of sale to the date of transfer] against registration of transfer, which amounts are to be secured by approved bank guarantee to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. **Conditions:** The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

C. & A. Friedlander Inc., Third Floor, Reader's Digest House, Strand Street, Cape Town, 8001. (Ref. B. Kosmas/CLS/Z00360.)

Case 6085/94**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 **Gregory Abels**, Defendant

The following will be sold in execution on 5 December 1995 at 10:00, in front of the Magistrate's Court for the District of Mitchells Plain, to the highest bidder:

Erf 37461 (portion of Erf 21180), Mitchells Plain, 149 (one hundred and forty-nine) square metres, held by Deed of Transfer T23697/91, situated at 18 Dune Drive, Woodlands, Mitchells Plain.

1. The following improvements are reported but not guaranteed:

Dwelling: Three bedrooms, bath/toilet, kitchen, lounge, brick building and asbestos roof.

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 19,50% (nineteen comma five nul per centum) per annum calculated on the Judgment Creditor's claim from the date of sale to the date of transfer] against registration of transfer, which amounts are to be secured by approved bank guarantee to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions:* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

C. & A. Friedlander Inc., Third Floor, Reader's Digest House, Strand Street, Cape Town, 8001. (Ref. B. Kosmas/CLS/Z38860.)

Case 8331/94**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF EAST LONDON HELD AT EAST LONDON**

In the matter between **August de Koning**, trading as Settlers Way Motors, Plaintiff, and **Mrs Cynthia Styles**, Defendant

In execution of a judgment of the Magistrate's Court, East London in the above matter, a sale will be held on Wednesday, 6 December 1995 at 09:00, at 5 Uxbridge Road, Morningside, East London, as referred to below:

Half share of Erf 819, East London, Municipality and Division of East London, in extent 656 square metres, held under Deed of Transfer T6852/1992.

The property is situated at 5 Uxbridge Road, Morningside, East London.

The following information relating to the property is furnished but not guaranteed in any way:

Conditions of sale: The property shall be sold to the highest bidder without reserve and the sale shall be subject to the provisions of the Magistrates Courts Act. The purchase price shall be paid as to a deposit of 10% (ten per centum) on the date of the sale and the balance, together with interest, shall be paid or secured by an approved guarantee within 14 (fourteen) days of date of the sale.

Dated at East London on this 19th day of October 1995.

Michael D. Wyld, Plaintiff's Attorneys, Third Floor, Adrey House, 17 Terminus Street, East London. (Ref. D. Niekerk/JN/Z01727.)

Case 4424/94**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 **Henri Collin van Wyk**, Defendant

The following will be sold in execution on 5 December 1995 at 09:00, in front of the Magistrate's Court for the District of Mitchells Plain, to the highest bidder:

Erf 6589 (portion of Erf 7285), Mitchells Plain, 174 (one hundred and seventy-four) square metres, held by Deed of Transfer T34907/93, situated at 63 Kweker Way, Westridge, Mitchells Plain:

1. The following improvements are reported but not guaranteed: *Dwelling:* Brick building, tiled roof, semi detached, three bedrooms, bath/toilet, kitchen and lounge.

2. *Payment:* Ten per centum (10%) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 19,50% (nineteen comma five zero per cent) per annum, calculated on the Judgment Creditor's claim from the date of sale to the date of transfer] against registration of transfer, which amounts are to be secured by approved bank guarantee to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions:* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the offices of the Sheriff.

C. & A. Friedlander Inc., Third Floor, Reader's Digest House, Strand Street, Cape Town, 8001. (Ref. B. Kosmas/CLS/Z39513.)

Case 18806/95

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT ELIZABETH HELD AT TODD CHAMBERS, TODD STREET,
PORT ELIZABETHIn the matter between **Nedcor Bank Limited**, Plaintiff, and **Mnutuwezuzwe David Mbekela**, Defendant

In pursuance of a judgment of the Magistrate's Court of Port Elizabeth dated 13 June 1995, and the re-issued warrant of execution dated 19 June 1995, the following property will be sold in execution, by public auction, without reserve, to the highest bidder on Friday, 1 December 1995 at 14:15, at the front entrance of the New Law Courts, North End, Port Elizabeth:

All right, title and interest in the leasehold in respect of Erf 1733, Motherwell, NU 7, in the Administrative District of Uitenhage.

In extent 256 m² (two hundred and fifty-six square metres), situated at 24 Ncwazi Street, Motherwell, NU 7, Port Elizabeth, held under Certificate of Right of Leasehold TL1259/88, with Mortgage BL1165/88.

The following improvements on the property are reported, though in this respect nothing is guaranteed: A concrete, detached, single-storey dwelling-house consisting of two bedrooms, kitchen, lounge and bathroom.

The full conditions of sale may be expected prior to the date of sale at the offices of the Sheriff of the Magistrate's Court, Port Elizabeth North.

Dated at Port Elizabeth this 19th day of October 1995.

Spilkin & Miltz, Plaintiff, 15 Rink Street, Central, Port Elizabeth. (Ref. O. H. Ronaasen/B. C. Franklin/Is.)

Case 12428/93

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 **Clifford Morgan Williams**, Defendant

The following will be sold in execution on 5 December 1995 at 09:00, in front of the Magistrate's Court for the District of Mitchells Plain, to the highest bidder:

Erf 15757 (portion of Erf 21792), Mitchells Plain, 168 (one hundred and sixty-eight) square metres, held by Deed of Transfer T10455/89, situated at 131 Montague Drive, Portlands, Mitchells Plain.

1. The following improvements are reported but not guaranteed: Dwelling: Semi-detached, tiled roof, three bedrooms, bath/toilet, kitchen and lounge.

2. *Payment:* Ten per centum (10%) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 19,50% (nineteen comma five zero per cent) per annum, calculated on the Judgment Creditor's claim from the date of sale to the date of transfer] against registration of transfer, which amounts are to be secured by approved bank guarantee to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions:* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the offices of the Sheriff.

C. & A. Friedlander Inc., Third Floor, Reader's Digest House, Strand Street, Cape Town, 8001. (Ref. B. Kosmas/CLS/Z37380.)

Case 7187/94

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 **Samuel Johannes Jonker**, Defendant

The following will be sold in execution on 5 December 1995 at 09:00, in front of the Magistrate's Court for the District of Mitchells Plain, to the highest bidder:

Erf 31877 (portion of Erf 28091), Mitchells Plain, 135 (one hundred and thirty-five) square metres, held by Deed of Transfer T16659/92, situated at 37 Orphens Crescent, Beacon Valley, Mitchells Plain.

1. The following improvements are reported but not guaranteed: Dwelling: Brick building, double storey, two bedrooms, bath/toilet, kitchen, lounge and garage.

2. *Payment:* Ten per centum (10%) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 19,50% (nineteen comma five naught per cent) per annum calculated on the Judgment Creditor's claim from the date of sale to the date of transfer] against registration of transfer, which amounts are to be secured by approved bank-guarantee to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions:* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the offices of the Sheriff.

C. & A. Friedlander Inc., Third Floor, Reader's Digest House, Strand Street, Cape Town, 8001. (Ref. B. Kosmas/CLS/Z39309.)

Case 20425/94

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 **Henry Martin Loggenberg**, Defendant

The following will be sold in execution on 5 December 1995 at 09:00, in front of the Magistrate's Court for the District of Mitchells Plain, to the highest bidder:

Erf 6129 (portion of Erf 21788), Mitchells Plain, 168 (one hundred and sixty-eight) square metres, held by Deed of Transfer T24166/92, situated at 43 Buckingham Way, Portlands, Mitchells Plain.

1. The following improvements are reported but not guaranteed: Dwelling: Brick building, semi-detached house, two bedrooms, bath/toilet, kitchen and lounge.

2. *Payment:* Ten per centum (10%) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 19,50% (nineteen comma five naught per cent) per annum calculated on the Judgment Creditor's claim from the date of sale to the date of transfer] against registration of transfer, which amounts are to be secured by approved bank-guarantee to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions:* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the offices of the Sheriff.

C. & A. Friedlander Inc., Third Floor, Reader's Digest House, Strand Street, Cape Town, 8001. (Ref. B. Kosmas/CLS/Z00073.)

Saak 24291/95

IN DIE LANDDROSHOF VIR DIE DISTRIK BELLVILLE GEHOU TE BELLVILLE

In die saak tussen **Boland Bank PKS Beperk**, Eiser, en **Theunis Hercules Swanepoel**, Tweede Verweerder

Ter uitvoering van 'n vonnis van die bogemelde Agbare Hof, gedateer 4 Oktober 1995, sal die hiernabeskrewe vaste eiendom in eksekusie verkoop word op Dinsdag, 5 Desember 1995 om 11:30, op die perseel te M10 Groenvallei, Bellville, 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 18783, Bellville, in die gebied van die Metropolitaanse Oorgangsubstruktuur van Bellville, provinsie Wes-Kaap, groot 268 vierkante meter, gehou kragtens Transportakte T15884/1988.

Die volgende inligting word verstrek, maar niks word gewaarborg nie: Die eiendom is verbeter en bestaan uit 'n woonhuis met drie slaapkamers, sitkamer, kombuis, badkamer en enkelmotorhuis.

Die eiendom kan geïnspekteer word in oorleg met die afslaer, C. J. Veldtman, Saambougebou, Voortrekkerweg 219, Parow, Tel. 92-0040 en/of die Balju, E. J. Matthee, Northumberlandweg 29, Bellville, Tel. 948-8326.

Betalvoorwaardes: Tien persent (10%) van die koopprys van die eiendom moet onmiddellik na die veiling tesame met die Afslaers- en/of Baljukommissie betaal word. Die balanskoopprys is betaalbaar teen oordrag en moet verseker word deur 'n waarborg goedgekeur deur die Eiser se prokureur en wat aan hom binne veertien (14) dae na die verkoping verskaf moet word.

Verkoopvoorwaardes: Die volledige verkoopvoorwaardes lê ter insae by die afslaer C. J. Veldtman, Saambougebou, Voortrekkerweg 219, Parow, Tel. 92-0040 en/of Die Balju, E. J. Matthee, Northumberlandweg, 29, Bellville, Tel. 948-8326.

Datum: 30 Oktober 1995.

Fourie Basson & Veldtman, Saambougebou, Voortrekkerweg 219, Parow. (Verw. JF/LA/B3336.)

Case 1863/91

IN THE SUPREME COURT OF SOUTH AFRICA

(South Eastern Cape Local Division)

Nedperm Bank Limited, versus Enoch Mcopela

In pursuance of a judgment dated 11 March 1992 and an attachment, the following immovable property will be sold in the foyer of the A.A. Mutual Building, 15 Rink Street, Central, Port Elizabeth, by public auction on Friday, 1 December 1995 at 15:00:

Erf 50366, Ibhayi at Elundini, Administrative District of Port Elizabeth, in extent 395 (three hundred and ninety-five) square metres, situated at 1 Njoli Road, Kwazakhele, Port Elizabeth.

While nothing is guaranteed, it is understood that on the property is a detached brick dwelling under an asbestos roof, consisting of six rooms, bathroom and four garages.

A substantial bond is available to an approved purchaser.

The conditions of sale may be inspected at the Sheriff's Office, Fifth Floor, A.A. Mutual Building, Rink Street, Port Elizabeth.

Terms: 10% (ten per cent) on date of sale, the balance, including VAT, if applicable, against transfer to be secured by a guarantee approved by Plaintiff's attorneys, to be furnished within 21 days of sale. Sheriff's charges [5% (five per cent) on the first R20 000 and thereafter 3% (three per cent) to a maximum of R6 000, with a minimum of R200, plus VAT] are also payable on date of sale.

Dated 23 October 1995.

Pagdens, Plaintiff's Attorneys, Pagdens Court, 18 Castle Hill, Port Elizabeth.

Case 4566/95

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT ELIZABETH HELD AT PORT ELIZABETH

Nedcor Bank Limited, versus Cikizwa Constance Maqungu

In pursuance of a judgment dated 8 May 1995 and an attachment on 2 June 1995, the following immovable property will be sold in the foyer of the Magistrate's Court, Main Street, Port Elizabeth, by public auction, on Friday, 1 December 1995 at 14:15:

Erf 17787, Ibhayi, in the area of the City Council of Ibhayi, Administrative District of Port Elizabeth, in extent 187 (one hundred and eighty seven) square metres, situated at 52 Grattan Street, New Brighton, Port Elizabeth.

While nothing is guaranteed, it is understood that on the property is a semi-detached brick dwelling under an asbestos roof, consisting of two bedrooms, bathroom and lounge.

A substantial bond is available to an approved purchaser.

The conditions of sale may be inspected at the office of the Sheriff, Magistrate's Court North, Danellyn Building, 12 Theale Street, North End, Port Elizabeth.

Terms: 10% (ten per cent) on the date of sale, the balance, including VAT if applicable, against transfer to be secured by a guarantee approved by Plaintiff's attorneys to be furnished within 21 days of sale. Sheriff's charges [5% (five per cent) on the first R20 000 and thereafter 3% (three per cent) to a maximum of R6 000, with a minimum of R200 plus VAT] are also payable on date of sale.

Dated 2 November 1995.

Pagdens, Plaintiff's Attorneys, Pagdens Court, 18 Castle Hill, Port Elizabeth.

Case 30228/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT ELIZABETH HELD AT PORT ELIZABETH

Nedcor Bank Limited, versus Lawrence Victor Madlingozi

In pursuance of a judgment dated 17 October 1992 and an attachment on 29 August 1995, the right of leasehold to the following immovable property will be sold in the foyer of the Magistrate's Court, Main Street, Port Elizabeth, by public auction on Friday, 1 December 1995 at 14:15:

Erf 6023, Ibhayi, at Kwazakhele, Administrative District of Port Elizabeth, in extent 242 (two hundred and forty-two) square metres, situated at 6023, Site & Service, Kwazakhele, Port Elizabeth.

While nothing is guaranteed, it is understood that on the property is a detached, brick dwelling under an asbestos roof, consisting of two bedrooms, lounge and kitchen.

A substantial bond is available to an approved purchaser.

The conditions of sale may be inspected at the office of the Sheriff, Magistrate's Court North, Danellyn Building, 12 Theale Street, North End, Port Elizabeth.

Terms: 10% (ten per cent) on the date of sale, the balance, including VAT, if applicable, against transfer to be secured by a guarantee approved by Plaintiff's attorneys to be furnished within 21 days of sale. Sheriff's charges [5% (five per cent) on the first R20 000 and thereafter 3% (three per cent) to a maximum of R6 000 with a minimum of R200 plus VAT] are also payable on date of sale.

Dated 17 October 1995.

Pagdens, Plaintiff's Attorneys, Pagdens Court, 18 Castle Hill, Port Elizabeth.

Case 2164/89

IN THE MAGISTRATE'S COURT OF KUILSRIVER HELD AT KUILSRIVER

ABSA Bank Limited, trading as United Bank, versus Cornelius Afrika and Vallerie Rocheilla Afrika

The following property will be sold in execution in front of the Court-house for the District of Kuils River, on Wednesday, 13 December 1995 at 09:00, to the highest bidder:

Erf 1419, Blue Downs, in extent 545 square metres, held by T36110/1988, situated at 3 Zuiderzee Street, Blue Downs, Western Cape.

1. The following improvements are reported but not guaranteed:

Dwelling: Lounge, kitchen, four bedrooms and bathroom/toilet.

2. **Payment:** 10% (ten per centum) of the purchase price must be paid in cash or by bank guaranteed cheque at the time of the sale and the balance (plus interest at the current rate of 18,25% p.a. calculated on the Judgment Creditor's claim from the date of sale to the date of transfer) against registration of transfer, which amounts are to be secured by approved bank guarantee to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. **Conditions:** The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeeck Street, Cape Town. (Ref. 134079/gt.)

Case 17750/95

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF THE CAPE HELD AT CAPE TOWN

In the matter between **Nedcor Bank Limited**, Judgment Creditor, and **M. R. Adjiet and M. Adjiet**, Judgment Debtors

In the execution of the judgment of the Magistrate's Court, Cape Town, in the above matter, a sale will be held on Tuesday, 5 December 1995 at 09:30, at the property of the following immovable property:

Erf 14792, Cape Town, at Woodstock, measuring 512 square metres, held by the judgment debtors under Deed of Transfer T26919/93, also known as 15 Beatty Street, University Estate, Cape, and comprising a single-storey dwelling with four bedrooms, bathroom, kitchen, lounge, dining-room and a double garage.

Conditions of sale:

1. The sale is subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, the property being sold voetstoots and as it stands and subject to the conditions of the existing title deeds. The highest bidder shall be the purchaser, subject to the provisions of section 66 of the above Act.

2. One-tenth (1/10th) of the purchase price shall be paid in cash or by means of a bank-marked cheque and immediately after the property is declared to be sold and the balance of the purchase price together with interest thereon at the ruling building society rate to be paid against registration of transfer, and received within fourteen (14) days after the date of sale by a bank or building society guarantee.

And subject to further conditions which will be read out at the time of the sale and which may be inspected at the offices of the Sheriff of the Court at Cape Town and at the offices of the undermentioned auctioneers:

Paramount Auctioneers, Fourt Floor, 71 Bree Street, Cape Town. (Ref. Mr S. Penkin—Phone. 23-6257.)

A bond/s will be available to an approved purchaser.

Herold Gie & Broadhead Inc., Attorneys for Judgment Creditor, 8 Darling Street, Cape Town. (Ref. L. A. Whitt/ddt.)

Case 29810/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF THE CAPE HELD AT CAPE TOWN

In the matter between **Nedcor Bank Limited**, Judgment Creditor, and **A. B. Purdon**, Judgment Debtor

In the execution of the Judgment of the Magistrate's Court, Cape Town, in the above matter, a sale will be held on Tuesday, 5 December 1995 at 12:30, at the property of the following immovable property:

Erf 13714, Milnerton, Cape, measuring 621 square metres, held by the judgment debtor under Deed of Transfer No. T74090/92, also known as 2 Fell Close, Table View, Cape, and comprising a single-storey dwelling with three bedrooms, one and a half bathrooms, lounge, dining-room, kitchen and single garage.

Conditions of sale:

1. The sale is subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, the property being sold voetstoots and as it stands and subject to the conditions of the existing title deeds. The highest bidder shall be purchaser subject to the provisions of section 66 of the above Act.

2. One-tenth (1/10th) of the purchase price shall be paid in cash or by means of a bank-marked cheque and immediately after the property is declared to be sold and the balance of the purchase price together with interest thereon at the ruling building society rate to be paid against registration of transfer, and received within fourteen (14) days after the date of sale by a bank or building society guarantee.

And subject to further conditions which will be read out at the time of the sale and which may be inspected at the offices of the Sheriff of the Court at Cape Town and at the offices of the undermentioned auctioneers:

Paramount Auctioneers, Fourt Floor, 71 Bree Street, Cape Town. (Ref. Mr S. Penkin—Phone 23-6257.)

A bond will be available to an approved purchaser/s.

Herold Gie & Broadhead Inc., Attorneys for Judgment Creditor, 8 Darling Street, Cape Town. (L. A. Whittaker/ddt.)

Case 29025/94

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

In the matter between **Standard Bank of SA Ltd**, Plaintiff, and **P. M. U. Lahusen**, Defendant

In terms of a judgment granted by the Magistrate's Court of Wynberg, dated 28 March 1995, and a warrant of execution dated 4 May 1995, the undermentioned property will be sold voetstoots and without reserve in execution by public auction held on site to the highest bidder, on 11 December 1995 at 12:00:

Erf 2158, Constantia, in the Transitional Metropolitan Substructure of Cape Town, Cape Division, in extent 4 023 (four thousand and twenty-three) square metres, held by Deed of Transfer T62066/1990, also known as 4 Albrecht Place, Constantia, Cape.

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. The following information is furnished but not guaranteed: Brick residence under tiled roof, consisting of approximately four bedrooms, lounge, kitchen, dining-room, two bathrooms and toilets, double garage and swimming-pool.

One tenth ($\frac{1}{10}$) of the purchase price shall be paid in cash or by means of a bank-guaranteed cheque immediately after the property is declared to be sold and the balance of the purchase price, together with interest thereon at the ruling bank rate to be paid against registration of transfer, and secured within 14 (fourteen) days after the date of the sale by a bank or building society guarantee.

4. The full and complete conditions of sale will be read out at the time of the sale and may be inspected at the offices of the Sheriff of the Court, Wynberg.

A. G. Butler, for Butler & Blanckenberg, Plaintiff's Attorneys, 21 Belmont Road, Rondebosch. (Ref. AGB/Mrs Ratcliffe.)

Case 1135/95

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF SIMON'S TOWN HELD AT SIMON'S TOWN

In the matter between **First National Bank of Southern Africa Limited**, Judgment Creditor, and **Brenda Joy Properties CC** (Reg. No. CK94/24412/23), Judgment Debtor

In pursuance of a judgment dated 30 August 1995, in the Court of the Magistrate of Simon's Town, and warrant of execution against immovable property dated 30 August 1995, the undermentioned properties will be sold in execution at the site, being 13 Tulip Street, Retreat, on Thursday, 11 January 1996 at 12:00, to the highest bidder:

1. Remainder Erf 81872, Cape Town, at Retreat, situated in the area of the Transitional Metropolitan Substructure of Cape Town, Cape Division, Western Cape Province, in extent 490 (four hundred and ninety) square metres, held by Deed of Transfer T90542/1994.

2. Erf 81873, Cape Town, at Retreat, situated in the Area of the Transitional Metropolitan Substructure of Cape Town, Cape Division, Western Cape Province, in extent 495 (four hundred and ninety-five) square metres, held by Deed of Transfer T90542/1994, also known as 13 Tulip Street, Retreat.

Conditions of sale:

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act, the rules made thereunder and of the title deeds of the property and the property shall, subject to the foregoing, be sold voetstoots to the highest bidder.

2. The following information is furnished regarding the improvements on the property though in this respect nothing is guaranteed: The properties consists of brick dwelling, consisting of three bedrooms, bathroom, kitchen, lounge, garage, office block consisting of two offices and three stores.

3. The purchase price shall be paid as to 10% (ten per centum) thereof at the time of the sale and the full balance thereof together with interest at the current rate of 17,25% (seventeen comma two five per centum) per annum (or the ruling interest rate applicable from time to time) on the amount of the Judgment Creditor's claim as preferent creditor (and in the event of there being any other preferent creditor then also the interest payable upon such preferent creditor's claim) 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, or 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 of guarantee will be necessary and the Plaintiff shall pay the full purchase price plus interest to the Sheriff in cash against transfer.

4. The full conditions of the sale which will be read out by the Sheriff immediately prior to the sale may be inspected at the office of the Sheriff for the Magistrate's Court of Wynberg.

Dated at Muizenberg this 27th day of October 1995.

G. P. J. Klopper, for Gerhard Klopper, Attorneys for Judgment Creditor, Sawas Building, 146 Main Road, Muizenberg. (Tel. 788-1111/2.) (Ref. GK/ds/4264.)

Case 29902/95

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

In the matter between **NBS Bank Limited**, formerly Natal Building Society Limited, (Reg. No. 87/01384/06), Plaintiff, and **Jeffrey Henry Agulhas**, First Defendant, and **Patricia Denise Agulhas**, Second Defendant

In pursuance of a judgment of the Magistrate's Court of Wynberg, and writ of execution dated 6 September 1995, the property listed hereunder, and commonly known as 10 Green Peace Village, York Road, Wetton, will be sold in execution at the premises on Tuesday, 5 December 1995 at 14:00, to the highest bidder:

Erf 1284, Wetton, in the Area of the Transitional Metropolitan Substructure of Ottery East, Cape Division, in extent 172 (one hundred and seventy-two) 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, Wynberg, 7 and 9 Electric Road, Wynberg. A substantial loan can be raised for an approved purchaser with prior approval.

Dated at Cape Town this 9th day of October 1995.

I. Broodryk, for Syfret Godlonton-Fuller Moore Inc., 11th Floor, NBS Waldorf, 80 St George's Mall, Cape Town. (Ref. S. Williams/N2042.)

Case 10942/94**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 **Gerald Jooste**, Defendant

In pursuance of a judgment of the Magistrate's Court of Kuils River and writ of execution dated 29 November 1994, the property listed hereunder, and commonly known as 35 Barbara Road, Eerste River, will be sold in execution at the premises on Wednesday, 6 December 1995 at 10:45, to the highest bidder:

Erf 5409, Eersterivier, in the Local Area of Blue Downs, Stellenbosch Division, in extent 297 square metres.

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

Single-storey residence built of brick with tiled roof, comprising two bedrooms, lounge, kitchen, bathroom and toilet.

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Magistrate's Court, Kuils River, 29 Northumberland Street, Bellville. A substantial loan can be raised for an approved purchaser with prior approval.

Dated at Cape Town this 23rd day of October 1995.

I. Broodryk, for Syfret Godlonton-Fuller Moore Inc., 11th Floor, NBS Waldorf, 80 St George's Mall, Cape Town. (Ref. S. Williams/N1850.)

Case 21665/92**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF BELLVILLE HELD AT BELLVILLE**

ABSA Bank Limited, trading as United Bank *versus* **Trevor John Stoutz** and **Yvonne Stoutz**

The following property will be sold in execution to the highest bidder at a public auction to be held at the site of the property, 1 Ixia Road, Doordekraal, Bellville, 7530, on Monday, 4 December 1995 at 09:15:

Erf 16821, Bellville, in the Municipality of Bellville, in extent 988 (nine hundred and eighty-eight) square metres, held by Deed of Transfer T13476/92 and situated at 1 Ixia Road, Doordekraal, Bellville, 7530.

Conditions of sale:

1. The full conditions of sale will be read out immediately prior to the sale and will be available for inspection at the offices of the Sheriff, Bellville.

2. The following improvements on the property are reported but nothing is guaranteed: A dwelling comprising lounge, dining-room, kitchen, laundry, three bedrooms, bathroom/shower/w.c. en suite.

3. *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 full balance thereof together with interest at the rate of 18,25% (eighteen comma two five per centum) from the date of sale to the date of transfer, against registration of transfer, which amounts are to be secured by an approved bank or building society guarantee to be delivered within 14 days of the date of sale.

4. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

Dated at Bellville on the 24th day of October 1995.

G. Visser, for Malan Laàs & Scholtz, Plaintiff's Attorney, 3 Viola Street, Table View. [Tel. (021) 557-6016.] (Ref. GJV/SG W14422.)

Case 9849/93**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF CAPE TOWN HELD AT CAPE TOWN**

In the matter between **Cape of Good Hope Bank Ltd**, Judgment Creditor, and **Edmund Carolus Apollis** and **Fiona Ann Apollis**, Judgment Debtors

In the execution of the judgment of the Magistrate's Court, Cape Town, in the above matter, a sale will be held on Thursday, 7 December 1995 at 10:30, and at the property of the following immovable property:

Erf 22249, Cape Town at Maitland, in the City of Cape Town, Cape Division, in extent 496 square metres, held by Deed of Transfer T42914/86, situated at 64 Eighth Street, Kensington, Cape.

1. The sale is subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, the property being sold voetstoots and as it stands and subject to the conditions of the existing title deeds. The highest bidder shall be the purchaser, subject to the provisions of section 66 of the above act and the conditions of sale. The price bid shall be exclusive of Value-Added Tax and the purchaser shall pay Value-Added Tax on the purchase price as provided for in the conditions of sale, subject to the provisions thereof.

2. One tenth ($\frac{1}{10}$) of the purchase price shall be paid in cash or by means of a bank-marked cheque and immediately after the property is declared to be sold and the balance of the purchase price together with interest as detailed in the conditions of sale to be paid against registration of transfer, and received within fourteen (14) days after the date of sale by a bank or building society guarantee.

3. The following improvements to the property are reported, but nothing is guaranteed: A shop and two two-bedroomed semi-detached residential dwellings.

And subject to the full conditions of sale which will be read out at the time of the sale and which may be inspected at the offices of the Sheriff of the Court at Cape Town and at the offices of the undermentioned auctioneers: Claremart Auctioneers, 21 Paarden Eiland Road, Paarden Eiland, Cape.

Herold Gie & Broadhead, Attorneys for Judgment Creditor, Permanent Building, 8 Darling Street, Cape Town. (Ref. A. C. Broodryk.)

Case 1126/95

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Attie Jacobus Phillips**, married in community of property to **Jane Phillips**, Defendants

In terms of a judgment given in the Magistrate's Court at Hermanus, on 19 July 1995, and under a warrant of execution issued thereafter, the following immovable property known as:

Erf 915, Gansbaai, in the Municipality of Gansbaai, Division of Caledon, Western Cape Province, measuring 693 square metres, held by Deed of Transfer T16513/94, also known as 32 Dahlia Street, Blompark, Gansbaai, will be sold in execution on 8 December 1995 at 12:00, at 32 Dahlia Street, Blompark, Gansbaai, in terms of the conditions of sale, which will be read out immediately before the sale is held and which may be inspected at the offices of the Sheriff of the Court, Hermanus, and the undersigned.

The material terms of the sale are as follows:

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.
2. The purchaser shall pay 10% (ten per cent) of the purchase price immediately after the sale and will provide a bank or building society guarantee acceptable to the Judgment Creditor's attorneys providing for payment within fourteen (14) days of the balance of the purchase price and interest.
3. The purchaser shall be liable for payment of all arrear rates and penalties and other charges (inclusive of collection commission) in respect of the immovable property as also payment of interest to the Execution Creditor and to the bondholder.
4. Without guaranteeing anything, it is alleged that the property is improved in the following manner: A semi-detached dwelling, consisting of two bedrooms, kitchen, lounge, bathroom and outside toilet.

Dated at Somerset West this 30th day of October 1995.

P. du Toit, for Morkel & De Villiers Inc., First Floor, Elwil Centre, 14 Caledon Street, Somerset West, P.O. Box 112, Somerset West, 7129. [Tel. (024) 51-2928.]

Case 977/94

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

In the matter between **Nedcor Bank Limited** (formerly Nedperm Bank Limited), Plaintiff, and **Pieter Christiaan Steyn**, Defenant

In terms of a judgment given in the Magistrate's Court at Strand, on 12 January 1995, and under a warrant of execution issued thereafter, the following immovable property known as:

Erf 7930, Strand, in the Municipality of Strand, Division of Stellenbosch, Western Cape Province, measuring 530 square metres, held by Deed of Transfer T40245/89, also known as 202 Kleinbos Avenue, Strand, will be sold in execution on 13 December 1995 at 10:00, at 202 Kleinbos Avenue, Strand, in terms of the conditions of sale, which will be read out immediately before the sale is held and which may be inspected at the offices of the Sheriff of the Court, Strand, and the undersigned.

The material terms of the sale are as follows:

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.
2. The purchaser shall pay 10% (ten per cent) of the purchase price immediately after the sale and will provide a bank or building society guarantee acceptable to the Judgment Creditor's attorneys providing for payment within fourteen (14) days of the balance of the purchase price and interest.
3. The purchaser shall be liable for payment of all arrear rates and penalties and other charges (inclusive of collection commission) in respect of the immovable property as also payment of interest to the Execution Creditor and to the bondholder.
4. Without guaranteeing anything, it is alleged that the property is improved in the following manner: Three bedrooms, bathroom, kitchen, separate toilet, lounge/dining-room and single garage.

Dated at Somerset West this 31th day of October 1995.

P. du Toit, for Morkel & De Villiers Inc., First Floor, Elwil Centre, 14 Caledon Street, Somerset West, P.O. Box 112, Somerset West, 7129. [Tel. (024) 51-2928.]

Case 521/95

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KING WILLIAM'S TOWN HELD AT KING WILLIAM'S TOWN

In the matter between **ABSA Limited** (Reg. No. 86/04794/06), Plaintiff, and **Robert Edwin Sparks**, Defendant

In pursuance of a judgment of the above Honourable Court and writ of execution dated 28 April 1995, the following property will be sold on Wednesday, 6 December 1995 at 10:10, 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:

Erf 3778, King William's Town, King William's Town Extension 27 Township, Municipality and Division of King William's Town, in extent 1 064 (one thousand and sixty-four) square metres, known as 16 Albatross Avenue, King William's Town.

Conditions of sale:

1. The purchaser shall pay 10% (ten per centum) 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 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 the sale may be inspected at the office 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, three bedrooms, bathroom, lounge, dining-room, kitchen, garage, store-room and outside room.

Dated at King William's Town this 27th day of October 1995.

Squire Smith & Laurie, Plaintiff's Attorneys, 44 Taylor Street, King William's Town. (Ref. Mr Brits/DK.)

Saak 4556/94

IN DIE LANDDROSHOF VIR DIE DISTRIK KIMBERLEY GEHOU TE KIMBERLEY

In die saak tussen **Munisipaliteit van die Stad Kimberley**, Eiser, en **G. B. Beukes**, Verweerder

Ingevolge 'n vonnis van die Landdroshof van Kimberley en 'n lasbrief vir eksekusie gedateer 20 Julie 1995 sal die ondervermelde eiendom geregtelik verkoop word aan die hoogste bieder by die Landdroshof, Kimberley, op Donderdag, 7 Desember 1995 om 10:00:

Seker: Erf 6244, geleë in die munisipaliteit en administratiewe distrik Kimberley, groot 556 vierkante meter, bekend as Petuniaweg 21, Kimberley.

Die verbeterings op die eiendom bestaan uit 'n losstaande huis.

Maar niks word gewaarborg nie.

Tien persent (10%) van die koopprys met Belasting op Toegevoegde Waarde daarop, indien van toepassing en afslaersgelde tesame met Belasting op Toegevoegde Waarde op sodanige afslaersgelde betaalbaar in kontant op die datum van die verkoping; die balans teen transport verseker te word deur 'n aanvaarbare waarborg.

Die voorwaardes van verkoping mag nagesien word gedurende kantoorure by die kantoor van die Balju vir die Landdroshof, Kimberley, en sal uitgelees word onmiddellik voor die verkoping.

J. A. C. Swanepoel, vir Duncan & Rothman, Eiser se Prokureurs, Permanentegebou, Jonesstraat, Kimberley.

Saak 7665/95

IN DIE LANDDROSHOF VIR DIE DISTRIK KIMBERLEY GEHOU TE KIMBERLEY

In die saak tussen **Munisipaliteit van die Stad Kimberley**, Eiser, en **H. J. Wiese**, Verweerder

Ingevolge 'n vonnis van die Landdroshof van Kimberley en 'n lasbrief vir eksekusie gedateer 13 September 1995 sal die ondervermelde eiendom geregtelik verkoop word aan die hoogste bieder by die Landdroshof, Kimberley, op Donderdag, 7 Desember 1995 om 10:00:

Seker: Erf 23503, geleë in die munisipaliteit en administratiewe distrik Kimberley, groot 131 vierkante meter, bekend as Amaryllissingel 31, Kimberley.

Die verbeterings op die eiendom bestaan uit 'n losstaande huis.

Maar niks word gewaarborg nie.

Tien persent (10%) van die koopprys met Belasting op Toegevoegde Waarde daarop, indien van toepassing en afslaersgelde tesame met Belasting op Toegevoegde Waarde op sodanige afslaersgelde betaalbaar in kontant op die datum van die verkoping; die balans teen transport verseker te word deur 'n aanvaarbare waarborg.

Die voorwaardes van verkoping mag nagesien word gedurende kantoorure by die kantoor van die Balju vir die Landdroshof, Kimberley, en sal uitgelees word onmiddellik voor die verkoping.

J. A. C. Swanepoel, vir Duncan & Rothman, Eiser se Prokureurs, Permanentegebou, Jonesstraat, Kimberley.

Case 4816/95

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF EAST LONDON HELD AT EAST LONDON

In the matter between **East London Municipality**, Judgment Creditor, and **Nomphele Elizabeth Mbunge**, Judgment Debtor

In pursuance of a judgment granted on 23 August 1995 in East London Magistrate's Court, and under writ of execution issued thereafter the immovable property listed hereunder will be sold in execution on 1 December 1995 at 12:00, to the highest bidder:

Place of sale: 44 Klein Road, Dawn, East London.

Description: Erf 410, East London, Municipality and Division of East London, in extent (1 011) One thousand and eleven square metres.

Improvements: Dwelling house.

Held by: Deed of Transfer T5585/1993.

Conditions of sale:

1. The properties are sold voetstoots in terms and conditions of the Magistrates' Courts Act and subject to the provisions of the title deeds.

2. The purchaser shall pay the purchase price in cash or by bank guaranteed cheque on the day of sale. In the event of the purchaser having to obtain finance from a financial institution, the purchaser shall, on the day of the sale, produce written confirmation from the said financial institution to the effect that the purchaser qualifies for a loan. The amount of the loan shall not be less than the purchase price.

3. The purchaser shall be liable for payment of interest to the Execution Creditor and to the bondholder, if any, from the date of the 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 and arrear rates and taxes and other necessary charges to effect transfer, upon request by the said attorneys.

5. The full conditions may be inspected at the offices of the Sheriff of the Magistrate's Court, 4 Oxford Street, East London, and will be read out by the auctioneer at the sale.

6. The above information is furnished but not guaranteed.

Dated at East London on this the 30th day of October 1995.

The Bax Partnership, Plaintiff's Attorneys, Octoproc House, 34 Argyle Street, East London. [Tel. (0431) 43-3700.] (Ref. Cathy Gladwin/Z00226.)

Case 1346/95**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF EAST LONDON HELD AT EAST LONDON**

In the matter between **East London Municipality**, Judgment Creditor, and **V. H. Ngxoweni**, First Judgment Debtor, and **P. N. Ngxoweni**, Second Judgment Debtor

In pursuance of a judgment granted on 12 April 1995 in East London Magistrate's Court, and under writ of execution issued thereafter the immovable property listed hereunder will be sold in execution on 1 December 1995 at 11:30, to the highest bidder:

Place of sale: 6 Chase Road, Summerpride, East London.

Description: Erf 238, East London, Municipality and Division of East London.

In extent: 995 (nine hundred and ninety-five) square metres.

Improvements: Dwelling-house, garage and swimming-pool.

Held by: Deed of Transfer T5516/1993.

Conditions of sale:

1. The property will be sold voetstoots in terms and conditions of the Magistrates' Courts Act and subject to the provisions of the title deeds.

2. The purchasers shall pay the purchase price in cash or by bank-guaranteed cheque on the day of the sale. In the event of the purchaser having to obtain finance from a financial institution, the purchaser shall, on the day of the sale, produce written confirmation from the said financial institution to the effect that the purchaser qualifies for a loan. The amount of the loan shall not be less than the purchase price.

3. The purchasers shall be liable for payment of interest to the Execution Creditor and to the bondholder, if any, from the date of the sale to the date of registration of transfer as set out in the conditions of sale.

4. Transfer shall be affected by the Plaintiff or its attorneys and the purchasers shall pay all transfer costs, current and arrear rates and taxes and other necessary charges to effect transfer, upon request by the said attorneys.

5. The full conditions may be inspected at the offices of the Sheriff of the Magistrate's Court, 4 Oxford Street, East London, and will be read out by the auctioneer at the sale.

6. The above information is furnished but not guaranteed.

Dated at East London on this 30th day of October 1995.

The Bax Partnership, Plaintiff's Attorneys, Octoproc House, 34 Argyle Street, East London. [Tel. (0431) 43-3700.] (Ref. Cathy Gladwin/Z00068.)

Case 1484/95**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF EAST LONDON HELD AT EAST LONDON**

In the matter between **East London Municipality**, Judgment Creditor, and **R. C. J. Heidtmann**, Judgment Debtor

In pursuance of a judgment granted on 13 April 1995 in East London Magistrate's Court, and under writ of execution issued thereafter the immovable property listed hereunder will be sold in execution on 1 December 1995 at 11:00, to the highest bidder:

Place of sale: 11 Baldwin Crescent, Highgate, East London.

Description: Erf 4508, East London, Municipality and Division of East London.

In extent: 607 (six hundred and seven) square metres.

Improvements: Dwelling-house and outbuildings.

Held by: Deed of Transfer T3249/1993.

Conditions of sale:

1. The property will be sold voetstoots in terms and conditions of the Magistrates' Courts Act and subject to the provisions of the title deeds.

2. The purchasers shall pay the purchase price in cash or by bank-guaranteed cheque on the day of the sale. In the event of the purchaser having to obtain finance from a financial institution, the purchaser shall, on the day of the sale, produce written confirmation from the said financial institution to the effect that the purchaser qualifies for a loan. The amount of the loan shall not be less than the purchase price.

3. The purchasers shall be liable for payment of interest to the Execution Creditor and to the bondholder, if any, from the date of the sale to the date of registration of transfer as set out in the conditions of sale.

4. Transfer shall be affected by the Plaintiff or its attorneys and the purchasers shall pay all transfer costs, current and arrear rates and taxes and other necessary charges to effect transfer, upon request by the said attorneys.

5. The full conditions may be inspected at the offices of the Sheriff of the Magistrate's Court, 4 Oxford Street, East London, and will be read out by the auctioneer at the sale.

6. The above information is furnished but not guaranteed.

Dated at East London on this 30th day of October 1995.

The Bax Partnership, Plaintiff's Attorneys, Octoproc House, 34 Argyle Street, East London. [Tel. (0431) 43-3700.] (Ref. Cathy Gladwin/Z00067.)

Case 53/1/95**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF EAST LONDON HELD AT EAST LONDON**

In the matter between **East London Municipality**, Judgment Creditor, and **N. J. Hoft**, Judgment Debtor

In pursuance of a judgment granted on 29 October 1993 in East London Magistrate's Court, and under writ of execution issued thereafter the immovable property listed hereunder will be sold in execution on 1 December 1995 at 10:30, to the highest bidder:

Place of sale: 12 Murray Avenue, Cambridge, East London.

Description: Erf 6400, East London, Municipality and Division of East London.

In extent: 1 146 (one thousand one hundred and forty-six) square metres.

Improvements: Dwelling-house and outbuildings.

Held by: Deed of Transfer T2113/1970.

Conditions of sale:

1. The property will be sold voetstoots in terms and conditions of the Magistrates' Courts Act and subject to the provisions of the title deeds.

2. The purchasers shall pay the purchase price in cash or by bank-guaranteed cheque on the day of the sale. In the event of the purchaser having to obtain finance from a financial institution, the purchaser shall, on the day of the sale, produce written confirmation from the said financial institution to the effect that the purchaser qualifies for a loan. The amount of the loan shall not be less than the purchase price.

3. The purchasers shall be liable for payment of interest to the Execution Creditor and to the bondholder, if any, from the date of the sale to the date of registration of transfer as set out in the conditions of sale.

4. Transfer shall be affected by the Plaintiff or its attorneys and the purchasers shall pay all transfer costs, current and arrear rates and taxes and other necessary charges to effect transfer, upon request by the said attorneys.

5. The full conditions may be inspected at the offices of the Sheriff of the Magistrate's Court, 4 Oxford Street, East London, and will be read out by the auctioneer at the sale.

6. The above information is furnished but not guaranteed.

Dated at East London on this 30th day of October 1995.

The Bax Partnership, Plaintiff's Attorneys, Octoproc House, 34 Argyle Street, East London. [Tel. (0431) 43-3700.] (Ref. Cathy Gladwin/Z13812.)

Case 4474/95**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF EAST LONDON HELD AT EAST LONDON**

In the matter between **East London Municipality**, Judgment Creditor, and **Goodman Tembinkosi Mzimkulu**, First Judgment Debtor, and **Sheila Nozibele Mzimkulu**, Second Judgment Debtor

In pursuance of a judgment granted on 23 August 1995 in East London, Magistrate's Court, and under writ of execution issued thereafter the immovable property listed hereunder will be sold in execution on 1 December 1995 at 09:30, to the highest bidder:

Place of sale: 9 Nielson Road, Amalinda, East London.

Description: Erf 26412, East London, Municipality and Division of East London.

In extent: 1 398 (one thousand three hundred and ninety-eight) square metres.

Improvements: Dwelling-house, servants' quarters and garage.

Held by: Deed of Transfer T3709/1993.

Conditions of sale:

1. The properties are sold voetstoots in terms and conditions of the Magistrates' Courts Act and subject to the provisions of the title deeds.

2. The purchasers shall pay the purchase price in cash or by bank-guaranteed cheque on the day of the sale. In the event of the purchaser having to obtain finance from a financial institution, the purchaser shall, on the day of the sale, produce written confirmation from the said financial institution to the effect that the purchaser qualifies for a loan. The amount of the loan shall not be less than the purchase price.

3. The purchasers shall be liable for payment of interest to the Execution Creditor and to the bondholder, if any, from the date of the sale to the date of registration of transfer as set out in the conditions of sale.

4. Transfer shall be effected by the Plaintiff or its attorneys and the purchasers shall pay all transfer costs, current and arrear rates and taxes and other necessary charges to effect transfer, upon request by the said attorneys.

5. The full conditions may be inspected at the offices of the Sheriff of the Magistrate's Court, 4 Oxford Street, East London, and will be read out by the auctioneer at the sale.

6. The above information is furnished but not guaranteed.

Dated at East London on this 30th day of October 1995.

The Bax Partnership, Plaintiff's Attorneys, Octoproc House, 34 Argyle Street, East London. [Tel. (0431) 43-3700.] (Ref. Cathy Gladwin/Z00230.)

Case 1543/95

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF EAST LONDON HELD AT EAST LONDON

In the matter between **East London Municipality**, Judgment Creditor, and **V. V. Mpikashe**, Judgment Debtor

In pursuance of a judgment granted on 13 April 1995 in East London, Magistrate's Court, and under writ of execution issued thereafter the immovable property listed hereunder will be sold in execution on 30 November 1995 at 10:30, to the highest bidder:

Place of sale: 2 Candleberry Place, Nahoon Valley Park, East London.

Description: Erf 15239, East London, Municipality and Division of East London.

In extent: 887 (eight hundred and eighty-seven) square metres.

Improvements: Dwelling-house, swimming-pool and outbuildings.

Held by: Deed of Transfer T1276/1994.

Conditions of sale:

1. The properties are sold voetstoots in terms and conditions of the Magistrates' Courts Act and subject to the provisions of the title deeds.

2. The purchasers shall pay the purchase price in cash or by bank-guaranteed cheque on the day of the sale. In the event of the purchaser having to obtain finance from a financial institution, the purchaser shall, on the day of the sale, produce written confirmation from the said financial institution to the effect that the purchaser qualifies for a loan. The amount of the loan shall not be less than the purchase price.

3. The purchasers shall be liable for payment of interest to the Execution Creditor and to the bondholder, if any, from the date of the sale to the date of registration of transfer as set out in the conditions of sale.

4. Transfer shall be effected by the Plaintiff or its attorneys and the purchasers shall pay all transfer costs, current and arrear rates and taxes and other necessary charges to effect transfer, upon request by the said attorneys.

5. The full conditions may be inspected at the offices of the Sheriff of the Magistrate's Court, 4 Oxford Street, East London, and will be read out by the auctioneer at the sale.

6. The above information is furnished but not guaranteed.

Dated at East London on this 30th day of October 1995.

The Bax Partnership, Plaintiff's Attorneys, Octoproc House, 34 Argyle Street, East London. [Tel. (0431) 43-3700.] (Ref. Cathy Gladwin/Z00235.)

Case 796/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF EAST LONDON HELD AT EAST LONDON

In the matter between **East London Municipality**, Judgment Creditor, and **Vuyelwa Nomsa Fihla**, Judgment Debtor

In pursuance of a judgment granted on 8 April 1994 in East London, Magistrate's Court, and under writ of execution issued thereafter the immovable property listed hereunder will be sold in execution on 1 December 1995 at 09:00, to the highest bidder:

Place of sale: Magistrate's Court Building, Lower Buffalo Street, East London.

Description: Erf 32904, East London, Municipality and Division of East London.

In extent: 494 (four hundred and ninety-four) square metres.

Improvements: Dwelling.

Held by: Deed of Transfer T3991/1991.

Conditions of sale:

1. The properties are sold voetstoots in terms and conditions of the Magistrates' Courts Act and subject to the provisions of the title deeds.

2. The purchasers shall pay the purchase price in cash or by bank-guaranteed cheque on the day of the sale. In the event of the purchaser having to obtain finance from a financial institution, the purchaser shall, on the day of the sale, produce written confirmation from the said financial institution to the effect that the purchaser qualifies for a loan. The amount of the loan shall not be less than the purchase price.

3. The purchasers shall be liable for payment of interest to the Execution Creditor and to the bondholder, if any, from the date of the sale to the date of registration of transfer as set out in the conditions of sale.

4. Transfer shall be effected by the Plaintiff or its attorneys and the purchasers shall pay all transfer costs, current and arrear rates and taxes and other necessary charges to effect transfer, upon request by the said attorneys.

5. The full conditions may be inspected at the offices of the Sheriff of the Magistrate's Court, 4 Oxford Street, East London, and will be read out by the auctioneer at the sale.

6. The above information is furnished but not guaranteed.

Dated at East London on this 30th day of October 1995.

The Bax Partnership, Plaintiff's Attorneys, Octoproc House, 34 Argyle Street, East London. [Tel. (0431) 43-3700.] (Ref. Cathy Gladwin/Z18308.)

Case 1933/95**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF EAST LONDON HELD AT EAST LONDON**

In the matter between **East London Municipality**, Judgment Creditor, and **Zamile Xakalashe**, Judgment Debtor

In pursuance of a judgment granted on 10 April 1995, in East London Magistrate's Court and under writ of execution issued thereafter the immovable property listed hereunder will be sold in execution on 1 December 1995 at 09:00, to the highest bidder:

Place of sale: Magistrate's Court Building, Lower Buffalo Street, East London.

Description: Erf 39473, East London, Municipality and Division of East London, in extent 251 (two hundred and fifty-one) square metres, held by Deed of Transfer T4107/1993.

Improvements: Dwelling-house.

Conditions of sale:

1. The property are sold voetstoots in terms and conditions of the Magistrates' Courts Act and subject to the provisions of the title deeds.

2. The purchaser shall pay the purchase price in cash or by bank-guaranteed cheque on the day of the sale. In the event of the purchaser having to obtain finance from a financial institution, the purchaser shall, on the day of the sale, produce written confirmation from the said financial institution to the effect that the purchaser qualifies for a loan. The amount of the loan shall not be less than the purchase price.

3. The purchasers shall be liable for payment of interest to the Execution Creditor and to the bondholder, if any, from the date of the sale to the date of registration of transfer as set out in the conditions of sale.

4. Transfer shall be effected by the Plaintiff or its attorneys and the purchasers shall pay all transfer costs, current and arrear rates and taxes and other necessary charges to effect transfer, upon request by the said attorneys.

5. The full conditions may be inspected at the offices of the Sheriff of the Magistrate's Court, 4 Oxford Street, East London, and will be read out by the auctioneer at the sale.

6. The above information is furnished but not guaranteed.

Dated at East London this 30th day of October 1995.

The Bax Partnership, Plaintiff's Attorneys, Octoproc House, 34 Argyle Street, East London. [Tel. (0431) 43-3700.] (Ref. Cathy Gladwin/Z00069.)

Case 7853/95**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF EAST LONDON HELD AT EAST LONDON**

In the matter between **Fidelity Bank Ltd**, incorporating the former Eastern Province Building Society, Plaintiff, and **Mr Washington Maxatane**, Defendant

In pursuance of a judgment of the above Honourable Court, dated 2 August 1995, and a warrant of execution, against immovable property issued pursuant thereto, the undermentioned property will be sold in execution on 6 December 1995 at 09:00, at the Magistrate's Court, Lower Oxford Street, East London:

(a) Section 24 (twenty-four) as shown and more fully described on Sectional Plan SS6/1992 in the scheme known as St George's Gardens in respect of the land and building or buildings situated at Southernwood in the Municipality of the City of East London of which section the floor area according to the said sectional plan is in extent 83 (eighty-three) 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 said sectional plan which unit is held by Deed of Transfer ST 3601/1994.

An exclusive use area described as P54, being Parking Bay 54, measuring 12 (twelve) square metres, being as such part of the common property, comprising the land and the scheme known as St George's Gardens in respect of the land and building or buildings, situated at Southernwood in the Municipality of the City of East London, as shown and more fully described on Sectional Plan SS 6/1992.

Which unit is held by Notarial Deed of Cession SK98/1994.

Which property is also known as 54 Rose Gardens, St Georges Road.

Nothing in regard to the property or any buildings which may be erected is guaranteed.

The conditions of sale subject to which the property will be sold will lie for inspection at the office of the Sheriff of the Magistrate's Court, Lower Oxford Street, East London from the date of publication of this notice.

Dated at East London this 25th day of October 1995.

Bradfield & Cocks, Plaintiff's Attorneys, Fourth Floor, First National Bank Building, corner of Oxford and Union Streets, East London. (Ref. J. N. Cocks/ALP.)

Saak 5942/92

IN DIE LANDDROSHOF VIR DIE DISTRIK UITENHAGE GEHOU TE UITENHAGE

In die saak tussen **Bankorp Beperk**, handeldrywend as Trust Bank, Eiser, en **W. A. Crouse**, Verweerder

Ingevolge 'n vonnis van bogemelde Agbare Hof en 'n lasbrief vir eksekusie gedateer 24 April 1995, sal die ondergemelde eiendom in eksekusie verkoop word deur die Balju op Vrydag, 1 Desember 1995 om 10:00, voor die Landdroskantoor te Jansenville, Uitenhage, aan die hoogste bieder:

Erf 435, in die munisipaliteit Jansenville en afdeling Jansenville, groot 684 (seshonderd vier-en-tagtig) vierkante meter, gehou kragtens Transportakte T33538/1989, geleë te Fouriestraat, Jansenville.

En sekere stukke gronde geleë in die munisipaliteit Jansenville en afdeling Jansenville, synde Erwe 339, 340, 341, 342, 348, 350, 351 en 352, bekend as Morewag, Jansenville, totale grootte 46,5714 (vier ses komma vyf sewe een vier) hektaar, gehou kragtens Transportakte T49610/1986, geleë te Morewag, Jansenville.

Verbeterings: 'n Woonhuis met gebruiklike buitegeboue alhoewel geen waarborg in verband daarmee gegee word nie.

Terme van voorwaardes: Die koopprys sal betaalbaar wees teen 10% (tien persent daarna tydens die verkoping plus Balju (afslaers) koste en vir die balans moet 'n aanneembare bank- of bouverenigingwaarborg aan die Balju voorsien word binne 14 (veertien) 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, Kollegestraat 42, Jansenville.

Geteken te Uitenhage op die 31ste dag van Oktober 1995.

G. P. van Rhyn, Minnaar & Kie., Eerste Verdieping, Rhymingebou, Republiek Plein, Uitenhage. (Verw. CTAM/tdp/S04324.)

Case 11068/95

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

In the matter between **NBS Bank Limited**, Plaintiff, and **Willem Jacobus Philander**, Defendant

The undermentioned property will be sold in execution at the premises at 4 Worcester Close, Elsie's River, on 12 December 1995 at 12:00:

Erf 32032, Goodwood, in the Transitional Metropolitan Substructure Elsie's River, Cape Division, Western Cape Province, in extent 284 (two hundred and eighty-four) square metres.

Comprising brick walls, tiled roof, lounge, kitchen, two bedrooms and bathroom.

The sale shall be by public auction without reserve to the highest bidder, subject to the Magistrates' Courts Act and rules.

10% (ten per centum) of the price is payable at the time of the sale and 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 Goodwood, and will be read out by the auctioneer prior to the sale.

Smuts Kemp Smal & Durr, Plaintiff's Attorneys, 1 De Lange Street, Bellville. (Tel. 945-3646.) (Ref. K. G. Kemp/lvs/20413.)

Saak 8920/95

IN DIE LANDDROSHOF VIR DIE DISTRIK KUILSRIVIER GEHOU TE KUILSRIVIER

In die saak tussen **NBS Bank Beperk**, Eiser, en **E. A. en S. H. Wyngaard**, Verweerders

Ingevolge 'n vonnis van die Landdros Hof te Kuilsrivier gedateer 3 Oktober 1995 en 'n lasbrief tot beslaglegging van onroerende eiendom word die eiendom hieronder beskryf, by die perseel te Greendale Walk 20, Northpine, Brackenfell, per publieke veiling te koop aangebied op 15 Desember 1995 om 12:00:

Erf 4809, Brackenfell, ook bekend as Greendale Walk 20, Northpine, Brackenfell, afdeling Stellenbosch, groot 319 vierkante meter, gehou kragtens Transportakte T39185/82.

Voorwaardes:

1. Die eiendom sal deur die afslaer en/of Balju, Landdros Hof van Kuilsrivier verkoop word aan die hoogste bieder, onderhewig aan die hiernavermelde voorwaardes.

2. Indien die afslaer 'n fout by die verkoping maak, is so 'n fout nie op enige van die partye bindend nie, maar kan dit reggestel word. By die weiering van 'n bod, kan die eiendom onmiddellik vir verkoping aangebied word.

3. (a) Die koper moet 'n deposito van 10% (tien persent) van die koopprys kontant op die dag van die verkoping betaal, die balans betaalbaar teen transport en verseker te word deur 'n waarborg van 'n bank of bouvereniging wat deur die Eiser se prokureurs goedgekeur is, die waarborg aan die Balju en/of afslaer binne sewe (7) dae na die datum van verkoping verstrek word.

(b) Indien die transport van die eiendom nie binne een maand na die verkoping geregistreer is nie, sal die koper aanspreeklik wees vir betaling van rente teen 20,25% (twintig komma twee vyf persent) per jaar op die balans van die koopprys, vanaf die verloop van een maand na die verkoping tot datum van transport.

4. Die koper moet afslaaersgelde op die dag van die verkoping betaal, asook hereregte, transportkoste en agterstallige belastinge en ander uitgawes wat nodig is om transport te laat geskied op versoek van die prokureur van die Vonnisskuldeiser asook Belasting op Toegevoegde Waarde (BTW).

En verder onderworpe aan die veilingsvoorwaardes wat uitgelees sal word ten tye van die veiling, en wat ter insae lê by die kantoor van die Balju, Landdroshof, Kuilsrivier en by die kantoor van die ondergemelde Bill Tolken Hendrikse & Vennote, Prokureurs van Eiser, Sarel Cilliersstraat 1, Bellville.

Datum: 31 Oktober 1995.

Bill Tolken Hendrikse & Vennote, Posbus 687, Sanlamhof, 7532. (Verw. Mev. Swart/EWN499.)

Case 1244/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KING WILLIAM'S TOWN HELD AT KING WILLIAM'S TOWN

In the matter between **Miss Vatiswa Bam**, Plaintiff, and **Mr Walton Vuyani Malusi**, Defendant

In pursuance of a judgment in the above Honourable Court of, 12 March 1993 and a writ of execution dated 22 April 1994, the following immovable property will be sold in execution on 6 December 1995 at 10:20, at the office of the Sheriff for the Magistrate's Court, Radue Weir Building, Eales Street, King William's Town:

Erf 3322, King William's Town, Municipality and Division of King William's Town, in extent 1 584 (one thousand, five hundred and eighty-four) square metres, being 2 Winterberg Street, King William's Town, held by Deed of Transfer T1458/1991.

Conditions of sale:

1. The purchaser will pay 10% (ten per centum) 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 signing 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 2nd day of November 1995.

P. G. Wood, for Hutton & Cook, Plaintiff's Attorneys, The Arches, Taylor Street, King William's Town. (Ref. P. G. Wood/lrw.)

Case 15647/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

In the matter between **N.B.S. Bank Ltd**, Plaintiff, and **Edward Theophilus Ezra**, First Defendant, and **Yogambal Ezra**, Second Defendant

Be pleased to take notice that pursuant to a judgment in the above Honourable Court, granted on 19 January 1994, the undermentioned property will be sold in execution at the premises on Friday, 8 December 1995 at 10:00:

Erf 884, Blue Downs, situated in the area of the Transitional Metropolitan Substructure of Melton Rose/Blue Downs, Stellenbosch Division, Western Cape Province, measuring 357 (three hundred and fifty-seven) square metres and comprising brick building with tiled roof, lounge, dining-room, three bedrooms, en suite bathroom, toilet, kitchen and garage, and known as 13 Velvet Crescent, Tuscany Glen, Blue Downs.

Conditions of sale:

1. The purchase price shall be paid as to 10% (ten per cent) thereof in cash on the signing of the conditions of sale.

2. The conditions of sale which will be read out by the auctioneer/Sheriff of the Court immediately prior to the sale, may be inspected in his office or at the offices of Plaintiff's attorneys as reflected hereunder.

Dated at Parow this 2nd day of November 1995.

M. Shevel, for Cohen Shevel & Fourie, Plaintiff's Attorneys, 154 Voortrekker Road, Parow.

Case 11998/94

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

In the matter between **NBS Bank Limited** (Reg. No. 87/01384/06), Execution Creditor, and **Llewellyn Eric Rodney**, First Execution Debtor, and **Wendy Jennifer Rodney**, Second Execution Debtor

In execution of the judgment of the Magistrate's Court of Goodwood in the above matter, a sale will be held on Thursday, 14 December 1995 at 10:30, at the premises of the 401 Mark Heights, Wallace Street, Goodwood:

Section 25, as shown and more fully described on Sectional Plan SS 132/1981, situated at 401 Mark Heights, Wallace Street, Goodwood, measuring 92 (ninety-two) square metres, held by Title Deed ST 132/81 (25) (Unit).

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 means of a bank-marked cheque immediately after the property is declared to be sold and the balance of the purchase price, together with interest thereon at the ruling building society rate to be paid against registration of transfer, and secured within 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, Goodwood (Tel. 932-7126.)

Dated at Cape Town on this the 30th day of October 1995.

Arthur E. Abrahams & Gross Inc., 16th Floor, 2 Long Street, Cape Town, 8001. (Tel. 418-2020.) (Ref. BDS/BBG/Z32061.)

Case 3317/95
PH 255

IN THE SUPREME COURT OF SOUTH AFRICA

(Cape of Good Hope Provincial Division)

In the matter between **The Standard Bank of South Africa Limited**, Plaintiff, and **Stanley Christopher Dreyden**,
First Defendant, and **Cathleen Dreyden**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Cape of Good Hope Provincial Division) in the above-mentioned suit, a sale without reserve will be held at 21 Duine Street, Wellington, on Tuesday, 12 December 1995 at 11:00, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff for the Supreme Court, 27 Church Street, Wellington.

Erf 5999, Wellington, in the Municipality of Wellington, Paarl Division, in extent 728 square metres, and situated at 21 Duine Street, Wellington.

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

A 72 square metre main dwelling consisting of lounge, dining-room, kitchen, three bedrooms with bathroom with water closet.

Terms:

1. 10% (ten per centum) of the purchase price in cash on the day of sale, the balance payable against registration of transfer, to be secured by a bank or building society or other acceptable guarantee to be furnished within fourteen (14) days from the date of sale.

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

Dated at Montague Gardens this 6th day of November 1995.

W. D. Inglis, for William Inglis, Plaintiff's Attorneys, 17 Marconi Road, Montague Gardens. [Tel. (021) 52-5138.] (Ref. W. D. Inglis/cs/S1268/3414.)

Saak 3443/91

IN DIE LANDDROSHOF VIR DIE DISTRIK KAAPSTAD GEHOU TE KAAPSTAD

In die saak tussen **Model Motor Spares CC**, Eksekusieskuldeiser, en **J. de Goede**, Eksekusieskuldenaar

Ingevolge uitspraak van die Landdroshof van die distrik Kaapstad en lasbrief vir eksekusie teen goed met datum 11 Februarie 1994, sal die ondermelde eiendom op Dinsdag, 5 Desember 1995 om 11:30, te Houtmanstraat 4, Tygerhof, Milnerton, aan die hoogste bieder verkoop word, naamlik:

Erf 18581, Kaapstad, te Rugby, geleë in die gebied van die Metropolitaanse Oorgangsubstruktuur, Kaapstad, afdeling Kaap, Provinsie Wes-Kaap, groot 892 (agthonderd twee-en-negentig) vierkante meter, gehou kragtens Transportakte T56129/91, ook bekend as Houtmanstraat 4, Tygerhof, Milnerton.

Die volgende verbeterings word beweer op die eiendom te wees, maar ten opsigte daarvan kan geen waarborg gegee word nie: Sitkamer, eetkamer, kombuis, drie slaapkamers, badkamer, toilet, waskamer, woonstel en swembad.

Voorwaardes: Die eiendom sal voetstoots sonder reserwe en onderworpe aan die voorskrifte van die Landdroshofwet en reëls daaronder aan die hoogste bieder verkoop word. Die koper moet tien persent (10%) van die koopprys in kontant op die dag van die verkoping aan die Balju van die Landdroshof betaal. Die res moet binne veertien (14) dae na datum van verkoping verseker word deur 'n bank- of bouvereniging waarborg, betaalbaar teen registrasie van transport. Die volle voorwaardes van verkoping sal gedurende kantoorure ter insae lê by die kantore van die ondergetekendes en van die Balju, Landdroshof, Kaapstad, en sal onmiddellik voor die verkoping uitgelees word deur die afslaer.

Geteken te Bellville op hierdie 31ste dag van Oktober 1995.

Du Preez Van der Merwe & Kie., Prokureurs vir Eksekusieskuldeiser, Prospect Place 102, Durbanweg 132, Bellville, 7530. (Verw. DUPVDM/cvdb/M31.)

Case 004566/95

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

In the matter between **Shaik Yusuf Sondag**, Execution Creditor, and **Abdurahman Mohamed Hoosain**, Execution Debtor

In pursuance of judgment granted on 31 March 1995 in the above Honourable Court and under a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 7 December 1995 at 12:00, at 29/31 Hyde Road, Parkwood Estate, to the highest bidder:

Erf 78302, Cape Town, at Southfield, in the Transitional Metropolitan Council of Cape Town, Cape Division, in extent 927 (nine hundred and twenty-seven) square metres, held by Deed of Transfer T21594/1987, known as 29/31 Hyde Road, Parkwood Estate, comprising of single dwelling of brick walls under a tiled roof consisting of two shops with flats on top.

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 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.

Dated at Rylands Estate on this 10th day of October 1995.

A. Y. Sondag, for A. Sondag & Company, Attorney for Execution Creditor, 102 A K Building, corner of Mavis and Klipfontein Roads, Rylands Estate. (Ref. AS/rc/H106.)

Case 6303/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

Mrs R. A. Wilkinson, trading as Blackbird's Real Estate, Judgment Creditor, *versus* **Theodore Hangan**, Judgment Debtor

The following property will be sold in execution on 8 December 1995 at 93 Riversingel, Forest Park, Eerste River:

Erf 2127, Eerste River, situated in the Area of the Transitional Metropolitan Substructure, Melton Rose Blue Downs, Stellenbosch Division, in the Province of the Western Cape, measuring 262 (two hundred and sixty-two) square metres, held under Deed of Transfer 10038/94, dated 16 February 1994, situated at 93 Riversingel, Forest Park, Eerste River.

1. The following improvements are reported but not guaranteed: Two bedrooms, lounge, kitchen, bathroom and toilet.

2. *Payment:* Ten per centum (10%) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 15,5% (fifteen comma five 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/w/106369.)

Saak 3731/95

IN DIE LANDDROSHOF VIR DIE DISTRIK WORCESTER GEHOU TE WORCESTER

In die saak tussen **P G Bison (Pty) Ltd**, Eiser, en **mnr. S. H. Pekeur**, Verweerder

Ingevolge 'n vonnis gelewer op 17 Augustus 1995 in die Worcester Landdroshof, en 'n lasbrief van eksekusie daarna uitgereik, word die onroerende eiendom hieronder beskryf in eksekusie verkoop op Maandag, 11 Desember 1995 om 11:00, te Hoosainsingel 47, Worcester, aan die hoogste bieder:

Erf 10161, Worcester, geleë in die gebied van die Worcester Plaaslike Oorgangsraad, afdeling Worcester, groot 633 vierkante meter, gehou kragtens Transportakte T0168/89.

Straatadres: Hoosainsingel 47, Worcester.

Verkoopvoorwaardes:

1. Die verkoping sal onderhewig wees aan die bepalings en voorwaardes van die Wet op Magistraatshowe, die reëls daarvolgens uitgevaardig en van die toepaslike titelaktes van die eiendom sal, onderhewig aan die voorafgaande, aan die hoogste bieder verkoop word.

2. 10% (tien persent) van die koopprys moet in kontant betaal word ten tye van die verkoping en die volle balans met rente teen die heersende koers van 20% (twintig persent) per jaar bereken op die bedrag van die bedrag van die Vonniskskuldeiser se vordering (en ingeval daar enige voorkeurskuldeiser is, dan ook die rente betaalbaar op sodanige voorkeurskuldeiser se vordering) vanaf die datum van verkoping tot datum van registrasie van oordrag teen registrasie van oordrag, welke bedrag versekureur moet word deur 'n goedgekeurde waarborg van 'n bank of bougenootskap wat binne 14 dae vanaf datum van verkoping afgelewer moet word.

3. Die volledige verkoopvoorwaardes sal onmiddellik voor die verkoping voorgelees word en lê ter insae in die kantoor van die Balju van die Landdroshof, Worcester.

Gedateer te Worcester hierdie 27ste dag van Oktober 1995.

Maritz Murray & Fourie, Prokureurs vir Eiser, Adderleystraat 26, Worcester. (Verw. HDEB/LJ/P.18/202342.)

Case 31874/94

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

In the matter between **First National Bank of Southern Africa Limited**, Judgment Creditor, and
The Donald Choonoo Family Trust, Judgment Debtor

In pursuance of a judgment of the Magistrate's Court, Wynberg, dated 23 November 1994, and writ of execution issued thereafter, the following property will be sold in execution at corner of Blomvlei and Weir Roads, Lansdowne, on 7 December 1995 at 10:00, to the highest bidder, namely:

Erf 61858, Cape Town, at Lansdowne, in the Municipality of Cape Town, Cape Division, measuring 700 (seven hundred) square metres, held by Deed of Transfer T70534/92, commonly known as corner of Blomvlei and Weir Roads, Lansdowne, and comprising the following improvements, but nothing is guaranteed:

Brick wall under tile roof, lounge, kitchen, four bedrooms, bathroom and w.c. and garage.

Conditions of sale:

1. The property is sold voetstoots and ten per cent (10%) of the purchase price shall be paid in cash and the balance against transfer.

2. The full conditions of sale will be read out immediately prior to the sale and may be inspected at offices of the Sheriff for the Magistrate's Court and at the offices of the Plaintiff's attorneys.

Dated at Athlone on this 6th day of November 1995.

Y. Ebrahim & Co., Plaintiff's Attorneys, 106 Athlone Centre, Church Street, Athlone. (Ref. BW/vm/F2795.)

Saak 29804/95

IN DIE LANDDROSHOF VIR DIE DISTRIK PORT ELIZABETH GEHOU TE TODDKAMERS, TODDSTRAAT, PORT ELIZABETH

In die saak tussen **Saambou Bank Beperk**, Eiser, en **A. Stein**, Eerste Verweerder, en **D. B. Stein**, Tweede Verweerder

Kragtens 'n vonnis van die Landdroshof vir die distrik Port Elizabeth, sal die ondergemelde eiendom verkoop word op 8 Desember 1995 om 14:15, by die hoofingang van Nuwe Gereghowe, 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 6, soos aangetoon en volledig beskryf op Deelplan SS396/93, in die skema bekend as Porterville Mansions, ten opsigte van die grond en gebou of geboue geleë te Mountweg, van welke deel die vloeroppervlakte volgens die voormelde Deelplan 80 (tagtig) vierkante meter groot is en 'n onverdeelde aandeel in die gemeenskaplike eiendom in die skema, aange-noemde deel toegedeel ooreenkomstig die deelnemingskwota soos op genoemde deelplan aangeteken, gehou kragtens Sertifi-kaat van Geregistreerde Deeltitel ST 2322/94, ook bekend as Porterville Mansions 2, Fettesweg, Port Elizabeth.

Hoewel niks gewaarborg word nie, word gemeld dat die eiendom bestaan uit 'n woonstel met twee slaapkamers, sit/eet-kamer, kombuis en badkamer.

10% (tien persent) van die koopprijs 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 30ste dag van Oktober 1995.

Stulting Delpont Cilliers & De Jager, Birdstraat 5, Sentraal, Port Elizabeth, 6001. (Verw. H. B. de Jager/em.)

Case 3324/95

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MOSSEL BAY HELD AT MOSSEL BAY

In the matter between **First National Bank of Southern Africa Limited**, Plaintiff, and **Jonathan Norton**, Defendant

In pursuant of a judgment in the Magistrate's Court, Mossel Bay, and a warrant of execution, dated 29 September 1995, the property hereunder listed will be sold in execution by Mossel Bay Auctioneers and Insurance Agents on Wednesday, 6 December 1995 at 11:00, at the property to the highest bidder:

Erf 5963, Mossel Bay, in the Municipality and Division of Mossel Bay, Western Cape Province, in extent 880 (eight hundred and eighty) square metres, held by Deed of Transfer T29919/84, also known as 54A Ferox Street, Dana Bay, Mossel Bay.

The following improvements are reported to be on the property but nothing is guaranteed: Vacant land.

Conditions of sale:

1. The property shall be sold without reserve and to the highest bidder and shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder and of the Title Deed in so far as these are applicable.

2. *Terms:* The purchase price shall be paid as to 10% (ten per cent) thereof on the date of the sale to the Sheriff, Mossel Bay, and the balance together with interest thereof at the rate of 22,50% (twenty-two comma five naught per cent) per annum from date of sale to date of registration of transfer shall be paid to the Sheriff, Mossel Bay, or the transfer attorneys within 30 days of the date of sale or secured by an approved bank or building society guarantee within the aforementioned period.

3. *Conditions:* The conditions of sale may be inspected at the offices of Miller Terblanche & Zietsman, 5 Cuff Street, Mossel Bay, and the Sheriff, 99 Montagu Street, Mossel Bay.

Dated at Mossel Bay on this the 31st day of October 1995.

Miller Terblanche & Zietsman, Attorneys for Plaintiff, 5 Cuff Street, P.O. Box 83, Mossel Bay, 7500.

Case 16956/91

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

ABSA Bank Limited (trading as United Bank), *versus* **David Arthur Jordan**, and **Yvonne Anne Jordan**

The following property will be sold in execution at the site of the property, 2 Blair Street, Maitland, Western Cape, on Tuesday, 5 December 1995 at 10:30, to the highest bidder:

Erf 23576, Cape Town at Maitland, in extent 357 square metres, held by T62332/1989, situated at 2 Blair Street, Maitland, Western Cape.

1. The following improvements are reported but not guaranteed: Dwelling: Lounge, kitchen, three bedrooms, bathroom/toilet and toilet.

2. *Payment:* Ten per centum (10%) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 18,25% (eighteen comma two five per cent) per annum calculated on the Judgment Creditor's claim from the date of sale to the date of transfer] against registration of transfer, which amounts are to be secured by approved bank-guarantee to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions:* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeek Street, Cape Town. (Ref. 134953/gt.)

Saak 48/94

IN DIE LANDDROSHOF VIR DIE DISTRIK HOFMEYR GEHOU TE HOFMEYR

In die saak tussen **Boland Bank Bpk.**, Eiser, en **G. F. Bezuidenhout**, Verweerder

Ingevolge 'n vonnis van die Landdroshof, Hofmeyr, gedateer 24 April 1995 en 'n eksekusie beslaglegging sal die ondergelde eiendomme op Vrydag, 8 Desember 1995 om 10:00, voor die Landdroskantoor, Hofmeyr, aan die hoogste bieder vir kontant verkoop word:

Erwe 86 en 65, Hofmeyr, in die munisipaliteit Hofmeyr en afdeling Maraisburg, geleë te Du Plessisstraat, Hofmeyr.

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 Landdroskantoor, Hofmeyr, of by die Balju, Hofmeyr, se huis te Wesstraat 2, Molteno, of die kantore van Vosloo & Nolte, Markplein, Cradock, geïnspekteer word.

Gedateer te Cradock op hierdie 7de dag van November 1995.

Vosloo & Nolte, Prokureurs vir Eiser, Markplein, Cradock, 5880.

Case 3412/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Cape of Good Hope Provincial)

In the matter between **Standard Bank of South Africa Limited** *versus* **Fedco Investment (Pty) Limited**, **Belsheen South Holdings (Pty) Limited**, **Edgar Charles Raikes**, **Merle Elizabeth Bruyns**, **Adrian Peter Jeftha**, **Dudleigh Constance Reagon**, **Dorothy Carstens** and **Edward Jacobus Buckton**

The following property will be sold in execution by public auction held on Friday, 1 December 1995 at 12:00, to the highest bidder a 37 Peloti Road, Montana:

Erf 112930, Cape Town, at Cape Flats in the Municipality of Cape Town, in extent 600 square metres, held by Deed of Transfer T46423/1989, situated at 37 Peloti Road, Montana.

1. The following improvements on the property are reported, but nothing guaranteed, namely a dwelling consisting of three bedrooms, lounge, dining-room, single garage, bathroom and shower.

2. *Conditions:* The full conditions of sale which will be read immediately prior to the sale, may be inspected at the offices of the Sheriff of the Supreme Court, Goodwood.

Dated at Cape Town on this 23rd day of October 1995.

Miller Gruss Katz & Traub, Attorneys for Judgment Creditor, 26th Floor, Trust Bank Centre, Cape Town.

Case 8111/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF EAST LONDON HELD AT EAST LONDON

In the matter between **ABSA Bank Ltd** (United Bank Division), Plaintiff, and **Patricia Dawn Sparg** (adult female), Defendant

In pursuance of a judgment of the above Honourable Court and a writ of execution dated 18 September 1995 the following property will be sold on 28 November 1995 at 10:10, at the Magistrate's Court, Komga, to the highest bidder:

Erf 128, Komga, Municipality and Division of Komga, in extent eight hundred and seventy (870) square metres (also known as 1 Station Street, Komga), held by Deed of Transfer T3071/1990.

Conditions of sale:

1. The purchaser shall pay ten per centum (10%) of the purchase price at the time of the sale and the unpaid balance thereof, together with interest to be secured, by way of an approved bank or building society guarantee to the Plaintiff's conveyancers within fourteen (14) days of date of sale.

2. The property shall be sold voetstoots and shall be subject to terms and rules of the Magistrates' Courts Act as also to the provisions of the title deed.

3. The property shall be sold subject to any existing tenancy and if a bid is insufficient to meet the claim of the Execution Creditor the property shall be sold free of such tenancy.

Subject to the foregoing, the purchaser shall be entitled to possession from the date of sale.

The full conditions of sale may be inspected at the offices of the Plaintiff's attorneys and these will be read out by the auctioneer immediately prior to the sale.

5. The following information is furnished but not guaranteed: Entrance hall, lounge, dining-room (combined), separate lounge, sun room, TV-room, four bedrooms, two bathrooms, two toilets and kitchen.

Outbuildings: Single garage, servants' room, toilet, shower and laundry.

Dated at East London this 30th day of October 1995.

Russell Esterhuizen Lindsay & Sephton, Judgment Creditor's Attorneys, 8 Graham Road, Southernwood, East London.

Saak 12174/93

**IN DIE LANDDROSHOF VIR DIE DISTRIK PORT ELIZABETH GEHOU TE TODDKAMERS, TODDSTRAAT,
PORT ELIZABETH**

In die saak tussen **Saambou Bank Beperk**, Eiser, en **Stephen David Molyneux Killik**, Verweerder

Ter uitvoering van 'n vonnis van die bogemelde Agbare Hof gedateer 16 Mei 1995 sal die volgende hiernabeskrewe vaste eiendom in eksekusie verkoop word op 8 Desember 1995 om 14:15 by die Nuwe Gereghowe, 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:

Eenheid 2: Groot 57 vierkante meter, ook bekend as Sonop, gehou kragtens Transportakte ST1476/92.

Eenheid 8: Groot 57 vierkante meter, ook bekend as Sonop, gehou kragtens Transportakte ST1476/92.

Eenheid 10: Groot 56 vierkante meter, ook bekend as Sonop, gehou kragtens Transportakte ST1473/92.

Eenheid 13: Groot 56 vierkante meter, ook bekend as Sonop, gehou kragtens Transportakte ST1479/92.

Eenheid 15: Groot 56 vierkante meter, ook bekend as Sonop, gehou kragtens Transportakte ST1475/92.

Die volgende inligting word verstrek, maar niks word gewaarborg nie.

Die eiendom is verbeter deur die oprigting van deeltiteleenhede.

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 Balju-kommissie betaal word. Die balans-koopprys is betaalbaar teen oordrag en moet verseker word deur 'n waarborg goedgekeur deur die Eiser se prokureur en wat aan hom binne veertien (14) dae na die verkoping verskaf moet word.

Verkoopvoorwaardes:

Die volledige verkoopvoorwaardes lê ter insae by die Balju van die Landdroshof, Port Elizabeth-Suid. (Tel. 54-2734.)

Greyvensteins Ingelyf, St George-huis, Parkrylaan 104, Port Elizabeth. (Verw. M. Swart/dve/G18297.)

Case 14097/94

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

ABSA Bank Limited, trading as United Bank, *versus* **Paulus Stephanus van Vuuren** and **Jacoba Magdalena van Vuuren**

The following property will be sold in execution at the site of the property, 3 Viola Street, Parow, Western Cape, on Monday, 18 December 1995, at 10:00, to the highest bidder:

Erf 5348, Parow, in extent 644 square metres, held by Deed of Transfer T42064/1993, situated at 3 Viola Street, Parow, Western Cape.

1. The following improvements are reported but not guaranteed: *Dwelling:* Entrance lounge, family room, kitchen, three bedrooms, three garages, servant's room, shower and toilet. *Flatlet:* Lounge, bedroom, bathroom and toilet.

2. *Payment:* Ten per centum (10%) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 18,25% (eighteen comma two five per centum) per annum calculated on the Judgment Creditor's claim from the date of sale to date of transfer] against registration of transfer, which amounts are to be secured by approved bank guarantee to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions:* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeeck Street, Cape Town. (Ref. 134481/gt.)

Case 3712/95

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF SOMERSET WEST HELD AT SOMERSET WEST

In the matter between **Cape of Good Hope Bank Ltd**, Judgment Creditor, and **William Robert Esmond Coxwell**, and **Aletta Susara Coxwell**, Judgment Debtors

In the execution of the judgment of the Magistrate's Court, Somerset West, in the above matter, a sale will be held on Tuesday, 12 December 1995 at 11:00 and at the property of the following immovable property:

Erf 4346, Somerset West, situated in the Municipality of Somerset West, Division of Stellenbosch, in extent 1 168 square metres, held by Deed of Transfer T13442/95, situated at 7 Nerina Avenue, Westridge, Somerset West, Cape.

1. The sale is subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, the property being sold voetstoots and as it stands and subject to the conditions of the existing title deeds. The highest bidder shall be the purchaser, subject to the provisions of section 66 of the above Act and the conditions of sale. The price bid shall be exclusive of Value-Added Tax and the purchaser shall pay Value-Added Tax on the purchase price as provided for in the conditions of sale, subject to the provisions thereof.

2. One-tenth (1/10th) of the purchase price shall be paid in cash or by means of a bank-marked cheque and immediately after the property is declared to be sold and the balance of the purchase price together with interest as detailed in the conditions of sale to be paid against registration of transfer, and received within fourteen (14) days after the date of sale by a bank or building society guarantee.

3. The following improvements to the property are reported, but nothing is guaranteed: A dwelling consisting of entrance hall, lounge, dining-room, kitchen, three bedrooms, family room, laundry, two bathrooms, en suite bathroom, two garages, two carports, maids room and swimming-pool.

And subject to the full conditions of sale which will be read out at the time of the sale and which may be inspected at the offices of the Sheriff of the Court, at Somerset West, and at the offices of the undermentioned auctioneers: Jose Camara Auctioneers, 95 Victoria Street, Woodstock, Cape.

Herold Gie & Broadhead, Attorneys for Judgment Creditor, Permanent Buildings, 8 Darling Street, Cape Town. (Ref. A. C. Broodryk.)

Case 15229/94
PH 255

IN THE SUPREME COURT OF SOUTH AFRICA

(Cape of Good Hope Provincial Division)

In the matter between **The Standard Bank of South Africa Limited**, Plaintiff, and **Louis Arthur**, First Defendant, and **Wendy Jessica Arthur**, 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 7 Mountain View Flats, Alexander Road, Muizenberg, on Wednesday, 10 January 1996 at 11:00, of the undermentioned property of the Defendants on the conditions which will lie for inspection at the offices of the Sheriff for the Supreme Court, 129/131 St. George's Street, Simon's Town.

a. Section 7 as shown and more fully described on Sectional Plan SS50/1979 in the scheme known as Mountain View Flats in respect of the land and building or buildings situated at Muizenberg, in the Municipality of Simon's Town, of which section the floor area according to the said sectional plan is 106 (one hundred and 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 and situated at 7 Mountain View Flats, Alexander Road, Muizenberg.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: A 106 square metre apartment consisting of an entrance hall, lounge/dining-room, three bedrooms, kitchen and bathroom with water closet.

Terms:

1. 10% (ten per centum) of the purchase price in cash on the day of sale, the balance payable against registration of transfer, to be secured by a bank or building society or other acceptable guarantee to be furnished within fourteen (14) days from the date of sale.

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

Dated at Montague Gardens this 8th day of November 1995.

W. D. Inglis, for William Inglis, Plaintiff's Attorneys, 17 Marconi Road, Montague Gardens. [Tel. (021) 52-5138.] (Ref. W. D. Inglis/cs/S1943/4814.)

Case 606/93
PH 255

IN THE SUPREME COURT OF SOUTH AFRICA

(Cape of Good Hope Provincial Division)

In the matter between **The Standard Bank of South Africa Limited**, Plaintiff, and **Charles Frederick Calitz**, First Defendant, and **Mariëtte Calitz**, 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 15 Hennie Winterbach Street, Panorama, on Thursday, 14 December 1995 at 10:00, of the undermentioned property of the Defendants on the conditions which will lie for inspection at the offices of the Sheriff for the Supreme Court, Seventh Floor, 1 Boston Street, Bellville.

Erf 1842, Parow, situated in the Municipality of Parow, Cape Division, in extent 852 square metres and situated at 15 Hennie Winterbach Street, Panorama.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: A 254 square metre main dwelling consisting of an entrance hall, lounge, dining-room, family room, study, kitchen, laundry, pantry, four bedrooms, bathroom, bathroom with water closet, water closet and a 34 square metre outbuilding consisting of a water closet and a shower and swimming-pool.

Terms:

1. 10% (ten per centum) of the purchase price in cash on the day of sale, the balance payable against registration of transfer, to be secured by a bank or building society or other acceptable guarantee to be furnished within fourteen (14) days from the date of sale.

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

Dated at Montague Gardens this 8th day of November 1995.

W. D. Inglis, for William Inglis, Plaintiff's Attorneys, 17 Marconi Road, Montague Gardens. [Tel. (021) 52-5138.] (Ref. W. D. Inglis/cs/S1039/2851.)

**Case 7083/95
PH 255**

**IN THE SUPREME COURT OF SOUTH AFRICA
(Cape of Good Hope Provincial Division)**

In the matter between **The Standard Bank of South Africa Limited**, Plaintiff, and **Robert Herman Philp**, 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 Flat 13, Mont Serrat, 10A Bellpark Road, Table View, on Tuesday, 16 January 1996 at 12:30, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff for the Supreme Court, Mandatum House, Barrack Street.

a. Section 13 as shown and more fully described on Sectional Plan SS477/94 in the scheme known as Mont Serrat, in respect of the land and building or buildings situated at Table View, in the Municipality of Milnerton, of which section the floor area, according to the said sectional plan, is 73 (seventy-three) 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 and situated at Flat 13, Mont Serrat, 10A Bellpark Road, Table View.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: A 73 square metre apartment consisting of lounge, two bedrooms, bathroom, water closet and kitchen.

Terms:

1. 10% (ten per centum) of the purchase price in cash on the day of sale, the balance payable against registration of transfer, to be secured by a bank or building society or other acceptable guarantee to be furnished within fourteen (14) days from the date of sale.

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

Dated at Montague Gardens this 8th day of November 1995.

W. D. Inglis, for William Inglis, Plaintiff's Attorneys, 17 Marconi Road, Montague Gardens. [Tel. (021) 52-5138.] (Ref. W. D. Inglis/cs/R209/5156.)

Case 28567/91

**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT ELIZABETH HELD AT TODD CHAMBERS, TODD STREET,
PORT ELIZABETH**

In the matter between **Maud P. van Zyl**, Plaintiff, and **Lizi Sharon Jacobs**, Defendant

In pursuance of a judgment in the Magistrate's Court of Port Elizabeth dated 1 November 1991, the undermentioned immovable property will be sold in execution to the highest bidder on Friday, 15 December 1995 at 14:15, at the front entrance of the new Law Courts, North End, Port Elizabeth, by public auction:

Description: Erf 0000035, Bloemendal, situated in the Municipality and Division of Port Elizabeth, in extent 155 (one hundred and fifty-five) square metres, situated at 20 Steenbras Street, Booysens Park, Port Elizabeth.

Improvements: While nothing is guaranteed, it is understood that the property is a detached brick dwelling under a tiled roof and garden.

The full conditions of sale may be inspected at the office of the Sheriff, of the Magistrate's Court, Port Elizabeth West.

Terms: 10% (ten per centum) of the purchase price in cash on the day of the sale, the balance (including Value-Added Tax) (if applicable), payable against registration of transfer, to be secured by a bank or building society guarantee to be furnished to the Plaintiff's attorney within 21 (twenty-one) days from the date of sale.

Sheriff or auctioneer's charges 5% (five per centum) on the first R20 000 and thereafter 3% (three per centum) to a maximum of R6 000, with a minimum of R200 (plus Valued-Added Tax) are also payable on date of sale.

Dated at Port Elizabeth on this the 2nd day of November 1995.

Maud P. van Zyl, Plaintiff's Attorney, 29 Pearson Street, Central, Port Elizabeth. (Ref. 1720.)

Saak 4850/93

**IN DIE LANDDROSHOF VIR DIE DISTRIK PORT ELIZABETH GEHOU TE TODDKAMERS, TODDSTRAAT,
PORT ELIZABETH**

In die saak tussen **Saambou Bank Beperk**, Eiser, en **J. P. M. Killik**, Verweerder

Ter uitvoering van 'n vonnis van die bogemelde Agbare Hof dateer sal die hiernabeskrewe vaste eiendom in eksekusie verkoop word op Vrydag, 8 Desember 1995 om 09:00, by Atherstone Gardens, Atherstoneweg, Port Alfred, 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:

Eenheid 4, groot 114 vierkante meter, ook bekend as Atherstone Gardens, gehou kragtens Deelplan SS009/03; en

Eenheid 5, groot 118 vierkante meter, ook bekend as Atherstone Gardens, gehou kragtens Deelplan SS009/03.

'n Uitsluitlike gebruiksarea beskryf as Tuinnommer G4, groot 76 vierkante meter, synde sodanige gedeelte van die gemeenskaplike eiendom, bestaande uit die grond en die skema bekend as Atherstone Gardens ten opsigte van die grond en gebou of geboue geleë te Port Alfred in die munisipaliteit Port Alfred, afdeling Bathurst, soos aangetoon en meer volledig beskryf op Deelplan SS009/03; en

'n uitsluitlike gebruiksarea beskryf as Tuinnommer G5, groot 79 vierkante meter, synde sodanige gedeelte van die gemeenskaplike eiendom, bestaande uit die grond en die skema bekend as Atherstone Gardens ten opsigte van die grond en gebou of geboue geleë te Port Alfred in die munisipaliteit Port Alfred, afdeling Bathurst, soos aangetoon en meer volledig beskryf op Deelplan SS009/03.

Die volgende inligting word verstrek, maar niks word gewaarborg nie.

Die eiendom is verbeter deur die oprigting van 'n deeltiteleenhede.

Die eiendom kan inspekteer word in oorleg met die Balju van die Landdroshof, Port Alfred [Tel. (0464) 24-4167].

Betaalvoorwaardes: Tien persent (10%) van die koopprys moet onmiddellik na die veiling tesame met die afslaaers- en/of Balju-kommissie betaal word. Die balanskoopprys is betaalbaar teen oordrag en moet verseker word deur 'n waarborg goedgekeur deur die Eiser se prokureur en wat aan hom binne veertien (14) dae na die verkoping verskaf moet word.

Verkoopvoorwaardes: Die volledige verkoopvoorwaardes lê ter insae by die Balju van die Landdroshof, Port Alfred [Tel. (0464) 24-4167].

Greyvensteins Ing., St Georgeshuis, Parkrylaan 104, Port Elizabeth. (Verw. M. Swart/dvs/G11207.)

Saak 5277/95

**IN DIE LANDDROSHOF VIR DIE DISTRIK PORT ELIZABETH GEHOU TE TODDKAMERS, TODDSTRAAT,
PORT ELIZABETH**

In die saak tussen **Saambou Bank Beperk**, Eiser, en **Mohamed Cassim**, Eerste Verweerder, en
Theresa Jessmy Cassim, Tweede Verweerder

Ter uitvoering van 'n vonnis van die bogemelde Agbare Hof dateer 9 Maart 1995 sal die hiernabeskrewe vaste eiendom in eksekusie verkoop word op 8 Desember 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 4901, Gelvandale, in die munisipaliteit en afdeling Port Elizabeth, groot 203 vierkante meter, ook bekend as Reneckestraat 116, Gelvandale, Port Elizabeth, gehou kragtens Transportakte T73555/93.

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 (Tel. 54-4330).

Betaalvoorwaardes: Tien persent (10%) van die koopprys moet onmiddellik na die veiling tesame met die afslaaers- en/of Balju-kommissie betaal word. Die balanskoopprys is betaalbaar teen oordrag en moet verseker word deur 'n waarborg goedgekeur deur die Eiser se prokureur en wat aan hom binne veertien (14) dae na die verkoping verskaf moet word.

Verkoopvoorwaardes: Die volledige verkoopvoorwaardes lê ter insae by die Balju van die Landdroshof, Port Alfred (Tel. 54-4330).

Datum: 8 November 1995.

Greyvensteins Ing., St Georgehuis, Parkrylaan 104, Port Elizabeth. (Verw. H. le Roux/sh/Z25943.)

Case 18123/94

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

In the matter between **NBS Bank Limited**, Plaintiff, and **Adrijana Johanna Bosch**, Defendant

Be pleased to take notice that pursuant to a judgment in the above Honourable Court, granted on 29 December 1994, the undermentioned property will be sold in execution at the premises on Thursday, 18 January 1996 at 12:00:

Erf 133006, Cape Town, at Retreat, situated in the area of the Transitional Metropolitan Substructure of Cape Town, Division Cape, Province of Western Cape, measuring 307 (three hundred and seven) square metres, held by Deed of Transfer T61527/89, comprising of brick dwelling with lounge, dining-room, four bedrooms, toilet and kitchen under asbestos roof. Known as 14 Cradock Road, Steenberg.

Conditions of sale:

1. The purchase price shall be paid as to 10% (ten per cent) thereof in cash on the signing of the conditions of sale.
2. The conditions of sale which will be read out by the auctioneer/Sheriff of the Court immediately prior to the sale, may be inspected in his office or at the offices of Plaintiff's attorneys as reflected hereunder.

Dated at Parow this 6th day of November 1995.

M. Shevel, for Cohen Shevel & Fourie, Plaintiff's Attorneys, 154 Voortrekker Road, Parow.

Case 1292/95**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KING WILLIAM'S TOWN HELD AT KING WILLIAM'S TOWN**

In the matter between **King Building Supplies**, Plaintiff, and **Mrs K. D. van Straaten**, Defendant

In pursuance of a judgment in the above Honourable Court of 28 August 1995 and a writ of execution dated 28 August 1995, the following immovable property will be sold in execution on 22 November 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 4983, King William's Town, Municipality and Division of King William's Town, in extent 1 033 (one thousand and thirty-three) square metres, being 8 Albatross Street, King William's Town, held by Deed of Transfer T6674/1994.

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 6th day of November 1995.

F. G. Wood, for Hutton & Cook, Plaintiff's Attorneys, The Arches, Taylor Street, King William's Town. (Ref. Mr P. G. Wood/lrw.)

Case 6117/1995**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF EAST LONDON HELD AT EAST LONDON**

In the matter between **Garry Owen Walker**, Plaintiff, and **Lynette Wilhelm**, trading as Byletts Farms, alternatively Leonard Wilhelm, Defendant

In the execution of a judgment of the Magistrate's Court, East London, in the above matter, a sale will be held on 8 December 1995 at 09:00, at the Magistrate's Court, East London, as referred to below:

Portion 3, Farm 474, East London Road, Eastern Cape.

Conditions of sale:

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.
2. The purchaser shall pay a deposit of 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 ten (10) days after the date of sale, to be approved by the Plaintiff's attorneys.
3. Transfer shall be effected by the attorneys for the Plaintiff and the purchaser shall pay all transfer dues, including transfer duty, current and/or arrear levies/rates and/or Value-Added Tax and other necessary charges to effect transfer upon request by the sale attorneys.
4. The full conditions of sale will be read out at the time of the sale and may be inspected at the Sheriff's Office, 4 Lower Oxford Street, East London, prior to the date of sale.
5. The sale is subject to the proceeds of the sale being sufficient to satisfy the claim of any preferent creditor in full.

Dated at East London this 8th day of November 1995.

Bradfield & Cocks, Plaintiff's Attorneys, First National Bank Building, corner of Oxford and Union Streets, East London. (Ref. Mr Cocks/sh.)

Case 3105/93**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KNYSNA HELD AT KNYSNA**

In the matter between **Garden Route Chalets (Pty) Limited**, First Plaintiff, and **GRC Marina Share Block Limited**, Second Plaintiff, and **Andrew Kock**, Defendant

In pursuance of judgment in the Court of the Magistrate of Knysna, the following will be sold in execution on 12 December 1995 at 10:00, at 29 Cormorant Road, Rocklands, to the highest bidder:

Erf 7489, Mitchells Plain, 168 (one hundred and sixty-eight) square metres, held by Deed of Transfer T27575/1988, situated at 29 Cormorant Road, Rocklands.

Semi-detached house with three bedrooms, toilet/bathroom, brick building and tiled room, but not guaranteed.

1. The property shall be sold without reserve and to the highest bidder and shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder and of the title deeds in so far as these are applicable.

2. A deposit of 10% (ten per cent) of the purchase price shall be paid in cash or by deposit-taking institution guaranteed cheque at the time of the sale.

The balance [plus interest at the current rate of 18,50% (eighteen comma five per cent) per annum calculated on the Capital Judgment Creditor's claim from date of sale to date of transfer] against registration of transfer, which amounts are to be secured by approved guarantee of a deposit-taking institution to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. The full conditions of sale which will be read out by the auctioneer or the Sheriff of the Court immediately prior to the sale, may be inspected at the offices of the Sheriff of the Magistrate's Court, Strandfontein.

C. J. Ballan & Co., Plaintiff's Attorney, First Floor, Melville Centre, Main Road, Knysna.

Case 1345/92

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

In the matter between **Garden Route Chalets (Pty) Limited**, First Plaintiff, and **Jonhu Share Block Limited**, Second Plaintiff, and **Louis Peter Ruiters**, Defendant

In pursuance of judgment in the Court of the Magistrate of Knysna, the following will be sold in execution on 14 December 1995 at 10:00, at 1 Krisant Street, Lavalia, George, to the highest bidder:

Erf 14338, George, 600 (six hundred) square metres, held by Deed of Transfer T440/90, situated at 1 Krisant Street, Lavalia, George.

Dwelling consists of three bedrooms, dining-room, lounge, kitchen, bathroom, separate toilet and single garage, but not guaranteed.

1. The property shall be sold without reserve and to the highest bidder and shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder and of the title deeds in so far as these are applicable.

2. A deposit of 10% (ten per cent) of the purchase price shall be paid in cash or by deposit-taking institution guaranteed cheque at the time of the sale.

The balance [plus interest at the current rate of 18,50% (eighteen comma five per cent) per annum calculated on the Capital Judgment Creditor's claim from date of sale to date of transfer] against registration of transfer, which amounts are to be secured by approved guarantee of a deposit-taking institution to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. The full conditions of sale which will be read out by the auctioneer or the Sheriff of the Court immediately prior to the sale, may be inspected at the offices of the Sheriff of the Magistrate's Court, George.

C. J. Ballan & Co., Plaintiff's Attorney, First Floor, Melville Centre, Main Road, Knysna.

NATAL

Case 1439/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF LOWER UMFOLOZI HELD AT EMPANGENI

In the matter between **First National Bank Limited**, Plaintiff, and **Hilary Patricia Groves**, Defendant

In pursuance of a judgment granted on 9 June 1993 in the above Court, and a writ of execution issued thereafter, the immovable property listed hereunder shall be sold in execution, to the highest bidder on 7 December 1995 at 11:00, at the Magistrate's Court, Empangeni:

1. (a) *Deeds office description*: Lot 2585, Richards Bay Extension 12, situated in the Richards Bay Transitional Local Council Area, Administrative District of Natal, in extent 1 086 (one thousand and eighty-six) square metres.

1. (b) *Street address*: 6 Oesterbank, Meer En See, Richards Bay.

1. (c) *Property description* (not warranted to be correct): Brick under tile single-storey dwelling comprising of three bedrooms (one mes), full bathroom, lounge, dining-room, kitchen, swimming-pool and braai area and double garage.

1. (d) *Zoning/special privileges or exemptions*: Special Residential zoning, no special privileges or exemptions.

2. The conditions of sale may be inspected at the office of the Sheriff of the Magistrate's Court, Old Sugar Mill, Empangeni, and at the office of Schreiber Smith, Suite 1, Richards Park Building, Richards Bay.

4. The sale shall be by public auction without reserve to the highest bidder.

Dated at Richards Bay this 18th day of October 1995.

Schreiber Smith, Suite 1, Richards Park Building, P.O. Box 1327, Richards Bay, 3900; c/o Schreiber Smith, Yellowwood Lodge, Norman Tedder Lane, P.O. Box 175, Empangeni, 3880. (Ref. Mrs Clarke/10/F2221/95.)

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF INANDA HELD AT VERULAM

In the matter between **ABSA Bank Limited**, Execution Creditor, and **Mr Markandan Narainsamy**, First Execution Debtor, and **Mrs Muniamma Narainsamy**, Second Execution Debtor

In pursuance of a judgment granted on 10 April 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 Monday, 4 December 1995 at 09:00, at the front entrance of the Magistrate's Court, Moss Street, Verulam, to the highest bidder:

Description: A certain immovable property being Lot 3818, Tongaat Extension 28, situated in the Township of Tongaat, Administrative District of Natal, Province of KwaZulu/Natal, in extent 420 (four hundred and twenty) square metres.

Postal address: 5 Douglas Place, Belvedere, Tongaat, 4400.

Improvements: Block under tile dwelling consisting of lounge, dining-room, kitchen, two bedrooms, bathroom and toilet.

Town-planning zoning: Special Residential.

Special privileges: Nil.

Nothing is guaranteed in these respects.

Material conditions:

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.
2. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price in cash or by a bank-guaranteed cheque at the time of the sale, the balance against transfer to be secured by a bank or building society guarantee to be approved by the Plaintiff's attorneys to be furnished to the Magistrate's Court Sheriff within 14 (fourteen) days after the date of sale.
3. If more than one property is to be sold, the properties may be purchased separately, unless this is precluded by the conditions of title or law.

The full conditions may be inspected at the offices of the Sheriff for the Magistrate's Court, Suite 7, Foresum Centre, 314 Old Main Road, Tongaat or at our offices.

Dated at Durban this 18th day of October 1995.

Browne Brodie & Co., Plaintiff's Attorneys, 12th Floor, United Building, 291 Smith Street, Durban, 4001; P.O. Box 714, Durban, 4000. [Tel. (031) 304-7614/4.] (Ref. CMK/U072/038642/Mrs Chelin.)

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 Vusumuzi Elphas Kunene**, Defendant

In execution of a judgment granted by the Supreme Court of South Africa (Durban and Coast Local Division) on 24 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 Inanda Area 2, at the front entrance of the Magistrate's Court, Moss Street, Verulam, on Monday, 4 December 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 his office at Suite 7, Foresum Centre, 314 Old Main Road, Tongaat, namely:

Subdivision 22 of Lot 444, Zeekoe Valle, situated in the City of Durban, Administrative District of Natal, in extent 426 (four hundred and twenty six) square metres, which property is physically situated at 97 Brindle Place, Newlands East, 4035, and which property is held by the above-named Defendant under and by virtue of Deed of Transfer T3027/94.

Improvements: Without constituting a warranty of any nature, the property has been improved by the erection thereon of brick under tile dwelling consisting of lounge, dining-room, three bedrooms, bathroom/toilet and kitchen.

Zoning: The property is zoned for Special Residential purposes and enjoys no special consents in respect of its zoning.

Terms: The purchase price will be payable subject to the conditions of sale, as follows:

- (a) 10% (ten per cent) of the purchase price together with the Deputy Sheriff's commission on the sale to be paid immediately in cash on the date of sale.
- (b) All current and arrear rates, taxes, electrical, sanitary, water and other fees or charges to be paid in cash within 7 (seven) days of the date of sale together with costs of transfer and transfer duty.
- (c) The balance of the purchase price together with interest at the rate of 17,25% (seventeen comma two five per centum) per annum compounded monthly in advance on the amount referred to in the conditions of sale to date of transfer both days inclusive, to be secured by an acceptable guarantee to be furnished within 14 (fourteen) days after the date of sale.

Dated at Durban this 19th day of October 1995.

Browne Brodie & Co., Plaintiff's Attorneys, 12th Floor, United Building, 291 Smith Street, Durban, 4001; P.O. Box 714, Durban, 4000. (Docex. 71.) [Tel. (031) 304-7614/5.] (Ref. CMK/019138/A332/Mrs Chetty.)

Case 976/95

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 Moosa Suliman Nakooda**,
First Defendant, and **Mrs Durgaelevi Nakooda**, Second Defendant

In execution of a judgment granted by the Supreme Court of South Africa (Durban and Coast Local Division) on 14 July 1995 in the above-mentioned suit, the following immovable property will be sold by public auction by the Sheriff of the Supreme Court, Inanda, District 2, at the front entrance to the Magistrate's Court, Moss Street, Verulam, on Monday, 4 December 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 his office at Suite 7, Foresum Centre, 314 Old Main Road, Tongaat, namely:

Lot 4777, Tongaat Extension 31, situated in the Borough of Tongaat and in the Port Natal-Ebhodwe Joint Services Board Area, Administrative District of Natal, Province of KwaZulu/Natal, in extent 276 square metres, which property is held by the above-named Defendants under and by virtue of Deed of Transfer T25893/92.

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, dining-room, kitchen, three 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) 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 on this 20th day of October 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/A332/010116/Mrs Chelin.)

Case 2646/95

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 **Edward Jurie Watkins**, Defendant

In pursuance of a judgment of the Supreme Court of South Africa (Durban and Coast Local Division) dated 14 August 1995 and a warrant of execution issued thereafter, the immovable property which is described hereunder will be sold in execution, by the Sheriff for the Supreme Court, Verulam, Inanda District 2, on 4 December 1995 at 09:00, at the front entrance of the Magistrate's Court, Moss Street, Verulam, without reserve:

Property description: Lot 139, Mount Moreland, situated in the Development Area of Mount Moreland, Administrative District of Natal, in extent 1 701 (one thousand seven hundred and one) square metres, held under Deed of Transfer T13326/94.

Physical address of property: 3 Charles Street, Mount Moreland.

Zoning of property: Special Residential.

Improvements: Three bedrooms (carpeted), kitchen (tiled), lounge (carpeted), toilet and bath (tiled), toilet (tiled), bar room (carpeted) and other features including wooden fencing and garage.

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, Verulam, Inanda Area 2, within fourteen (14) days after the date of the sale.

3. Payment of Value-Added Tax which may be applicable in terms of Act, No. 89 of 1991, shall be borne by the purchaser.

4. The purchaser shall be liable for the payment of interest to the Execution Creditor and to the bondholder/s (if any) from date of sale to date of registration of transfer, as set out in the conditions of sale.

5. Transfer will be effected by the attorneys for the Execution Creditor and the purchaser shall pay all the transfer costs including arrear and current rates, sewerage connection costs (if any), taxes, levies and other charges necessary to effect transfer on request by the said attorneys.

6. The full conditions of sale may be inspected at the offices of the Sheriff for the Supreme Court, Verulam, Inanda District 2, Suite 7, Foresum Centre, 314 Old Main Road, Tongaat.

Dated at Durban on this 27th day of October 1995.

Woodhead Bigby & Irving, Attorneys for Plaintiff, 650 Mansion House, 12 Field Street, Durban. (Tel. 304-4706.) (Ref. CSS/SN/15F819.A5.)

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 **Helen Gerlie Ndwalane (Dladla)**, Defendant

In pursuance of a judgment of the Supreme Court of South Africa (Durban and Coast Local Division) in the above-mentioned suit, a sale will be held by the Sheriff, Durban South, on the steps of the Supreme Court, Durban, on Friday, 1 December 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 Lot 1238, Isipingo (Extension 6), situated in the Borough of Isipingo and in the Port Natal-Ebhodwe Joint Services Board Area, Administrative District of KwaZulu/Natal, in extent nine hundred and thirty-three (933) square metres and held under Deed of Transfer T4104/1994.

Street address: 16 Sykes Road, Isipingo Hills, Isipingo.

Improvements: A brick under tiled roof dwelling with detached outbuilding, swimming-pool, pool gazebo, precast walling and brick paving consisting of three bedrooms, lounge, dining-room, kitchen, two bathrooms, shower and two toilets.

Outbuildings: Two garages, servants' quarters, laundry and toilet/shower.

Zoning: Special Residential (nothing guaranteed).

Full conditions of sale may be inspected at the office of the Sheriff, Supreme Court, 101 Lejaton, 40 St. George's Street, Durban (Tel. 3010091).

Dated at Durban this 18th day of October 1995.

Livingston Leandy Inc., Plaintiff's Attorneys, 10th Floor, First National Bank Building, corner of Smith and Field Streets, Durban. (Ref. G. A. Pentecost.)

Case 276/95

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

In the matter between **KwaZulu Finance & Investment Corp. Ltd**, Plaintiff, and **Qaphelisa Dube**, Defendant

In pursuance of a judgment granted in the above action, and a warrant of execution issued thereafter, the immovable property listed hereunder shall be sold in execution, without reserve, to the highest bidder on 12 December 1995 at 09:00, in front of the Magistrate's Court, Mtunzini:

1. (a) *Deeds office description:* Ownership Unit H1365, situated in the Township of Esikhawini, District Ongoye, in extent 387 (three hundred and eighty-seven) square metres.

1. (b) *Property description (not warranted to be correct):* Single storey stocks under asbestos roof dwelling comprising of lounge, dining-room, kitchen, three bedrooms and bathroom. The property is fully electrified and on main sewerage. The property is zoned Residential.

2. The conditions of sale may be inspected at the Sheriff's office, 8 Hulley Road, Mtunzini.

Truter James de Ridder, Lincoln's Inn, 1 Victoria Lane, 7 Maxwell Street, Empangeni. [Ref. Mr De Ridder/aeh/139/95 (05/K771/139).]

Case 3952/94

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Jabulani David Mchunu**, First Defendant, and **Ntombizodwa Fransisca Mchunu**, Second Defendant

In terms of judgment of the above Honourable Court, dated 26 July 1994, a sale in execution will be held on 8 December 1995 at 10:00, on the steps of the Supreme Court, Masonic Grove, Durban, to the highest bidder without reserve:

All the Mortgagor's right, title and interest in and to certain Leasehold of Lot 2855, Lamontville, situated in the Administrative District of Natal, in extent 300 square metres, held by the Mortgagor under Certificate of Registered Grant of Leasehold TL313/91

Physical address: 5720 Ijuba Street, Lamontville.

The following information is furnished but not guaranteed: Brick under tile dwelling consisting of two bedrooms, lounge, kitchen and bathroom (the nature, extent, condition and existence of the improvements are not guaranteed, and are sold voetstoets).

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 Masonic Grove, Durban.

Dated at Durban this 25th day of October 1995.

Strauss Daly Inc., 11th Floor, The Marine, 22 Gardiner Street, Durban. (Ref. Mrs. D. Varty/Z26590/OE.)

Case 11685/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF INANDA HELD AT VERULAM

In the matter between **ABSA Bank Limited** (No. 86/04794/06), trading as Allied Bank, Plaintiff, and **Bongani Paulos Koza**, First Defendant, and **Cecilia Happy Lindiwe Koza**, Second Defendant

In pursuance of a judgment granted on 9 February 1995, in the Court of the Magistrate, Verulam, and under a writ of execution issued thereafter, the immovable property listed hereunder shall be sold in execution to the highest bidder, on 4 December 1995 at 09:00, at the front entrance of the Magistrate's Court, Moss Street, Verulam:

Description: Lot 822, Earlsfield, situated in the City of Durban, Administrative District of Natal, in extent (440) four hundred and forty square metres.

Street address: 225 Cornfield Crescent, Earlsfield, Newlands West.

Improvements: Brick under tile dwelling with water and lights consisting of two bedrooms, kitchen, lounge, toilet and bathroom (the nature, extent, condition and existence of the improvements are not guaranteed, and are sold voetstoots).

Town-planning zoning: Special Residential.

Special privileges: Nil.

Nothing is guaranteed in the above respects.

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, as amended, and the rules made thereunder.

2.1 The purchaser shall in addition to the auctioneer's commission, pay a deposit of 10% (ten 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, Inanda District (2), Suite 7, Foresum Centre, 314 Old Main Road, Tongaat.

Dated at Durban this 24th day of October 1995.

A. J. McNabb, for Strauss Daly Inc., Plaintiff's Attorney, 11th Floor, The Marine, 22 Gardiner Street, Durban. (Ref. Z31976/JR/cc.)

Case 45410/95

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

In the matter between **ABSA Bank Limited** (No. 86/04794/06), trading as Allied Bank, Plaintiff, and **Brennan John Scannell**, Defendant

In pursuance of a judgment granted on 16 August 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 7 December 1995 at 14:00, in front of the Magistrate's Court-house, Somtsue Road, Durban:

Description: A unit consisting of:

(a) Section 28, as shown and more fully described in Sectional Plan SS19/1983, in the scheme known as Cato Heights, 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 64 (sixty-four) square metres in extent, and

(b) an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan, held under Deed of Transfer ST9546/1994.

Street address: Flat 83, Cato Heights, Cato Street, Durban.

Improvements: Brick under concrete simplex unit comprising of entrance passage, bedroom, lounge, kitchen, bathroom/toilet and balcony (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, Durban Central, 21 Stafmayer House, Beach Grove, Durban.

Dated at Durban this 24th day of October 1995.

A. J. McNabb, for Strauss Daly Inc., Plaintiff's Attorney, 11th Floor, The Marine, 22 Gardiner Street, Durban. (Ref. Z01171/JR/cc.)

Case 6405/95

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF INANDA HELD AT VERULAM

In the matter between **ABSA Bank Limited** (No. 86/04794/06) (trading as Allied Bank), Plaintiff, and **Barbara Ntombikile Mamisha**, Defendant

In pursuance of a judgment granted on 10 August 1995, in the Court of the Magistrate, Verulam, and under a writ of execution issued thereafter, the immovable property listed hereunder shall be sold in execution to the highest bidder on 8 December 1995 at 10:00, at the front entrance of the Magistrate's Court Building, Moss Street, Verulam:

Description: The right of leasehold in respect of Lot 409, Inanda Glebe, situated in the Administrative District of Natal, Province of KwaZulu/Natal, in extent 609 (six hundred and nine) square metres.

Street address: 409 Inanda Glebe, P.O. Inanda.

Improvements: Block under tile dwelling with water and light facilities, comprising of lounge, two bedrooms, kitchen, toilet and bathroom.

The nature, extent, condition and existence of the improvements are not guaranteed, and are sold voetstoots.

Town-planning zoning: Special Residential.

Special privileges: Nil.

Nothing is guaranteed in the above respects.

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, as amended, and the rules made thereunder.

2.1 The purchaser shall in addition to the auctioneer's commission, pay a deposit of 10% (ten per cent) of the purchase price in cash on the day of the sale and the balance against transfer which shall be secured by a bank or building society guarantee in a form acceptable to Plaintiff's conveyancers, which guarantee shall be delivered by the purchaser to the Sheriff within fourteen (14) days from the date of the sale and shall provide for the payment of the full balance and any such interest payable as provided for hereunder.

2.2 The purchaser shall be liable for payment of interest at the rate payable to the Plaintiff at the time of the sale on the amount of the Plaintiff's claim from date of the sale (and in the event of there being any other preferent creditor (bondholder), then the interest payable upon such preferent creditors claim) until the date of transfer.

2.3 Transfer shall be effected by the attorneys of the Plaintiff and the purchaser shall pay all the transfer dues, including transfer duty, current and any arrear rates and any of the necessary charges to effect transfer upon request by the said attorneys.

The full conditions of sale may be inspected at the offices of the Sheriff for the Magistrate's Court, Inanda Area 1, 2 Mountview Shopping Centre, corner of Inanda and Jacaranda Roads, Verulam.

Dated at Durban this 23rd day of October 1995.

A. J. McNabb, for Strauss Daly Inc., Plaintiff's Attorneys, 11th Floor, The Marine, 22 Gardiner Street, Durban,. (Ref. Z01060/JR/cc.)

Case 80518/94

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

In the matter between **ABSA Bank Limited** (No. 86/04794/06) (trading as Allied Bank), Plaintiff, and **Duduzile Angeline Kubheka**, Defendant

In pursuance of a judgment granted on 22 March 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 7 December 1995 at 14:00, at the front entrance of the Magistrate's Court-house, Somsue Road, Durban:

Description: A unit consisting of:

(a) Section 136, as shown and more fully described on Sectional Plan SS9/86, in the scheme known as Durdoc, 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 said sectional plan is 47 (forty-seven) square metres in extent; and

(b) an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan. Held by Deed of Transfer ST4283/94.

Street address: Flat 132, Provincial House, 81 Broad Street, Durban.

Improvements: Brick under concrete roof, comprising of entrance hall, lounge/dining-room, kitchen and bathroom/toilet.

The nature, extent, condition and existence of the improvements are not guaranteed, and are sold voetstoots.

Town-planning zoning: Special Residential.

Special privileges: Nil.

Nothing is guaranteed in the above respects.

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, as amended, and the rules made thereunder.

2.1 The purchaser shall in addition to the auctioneer's commission, pay a deposit of 10% (ten per cent) of the purchase price in cash on the day of the sale and the balance against transfer which shall be secured by a bank or building society guarantee in a form acceptable to Plaintiff's conveyancers, which guarantee shall be delivered by the purchaser to the Sheriff within fourteen (14) days from the date of the sale and shall provide for the payment of the full balance and any such interest payable as provided for hereunder.

2.2 The purchaser shall be liable for payment of interest at the rate payable to the Plaintiff at the time of the sale on the amount of the Plaintiff's claim from date of the sale [and in the event of there being any other preferent creditor (bondholder), then the interest payable upon such preferent creditors claim] until the date of transfer.

2.3 Transfer shall be effected by the attorneys of the Plaintiff and the purchaser shall pay all the transfer dues, including transfer duty, current and any arrear rates and any of the necessary charges to effect transfer upon request by the said attorneys.

The full conditions of sale may be inspected at the offices of the Sheriff Durban Central, 21 Stafmayer House, Beach Grove, Durban.

Dated at Durban this 25th day of October 1995.

A. J. McNabb, for Strauss Daly Inc., Plaintiff's Attorneys, 11th Floor, The Marine, 22 Gardiner Street, Durban., (Ref. Z33414/JR/cc.)

Case 5195/95

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Mduduzi Edward Cele**, Defendant

In terms of a judgment of the above Honourable Court dated 29 August 1995 a sale in execution will be held on 8 December 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 without reserve:

Ownership Unit K213, in the Township of Umlazi, District of Umlazi, in extent 358 square metres, represented and described on General Plan BA11/1973, held under Deed of Grant G1216/87 signed at Ulundi on 27 January 1987.

Physical address: Unit K213, Umlazi.

The following information is furnished but not guaranteed: Brick under asbestos dwelling consisting of two bedrooms, dining-room, bathroom, kitchen, water and light facilities (the nature, extent, condition and existence of the improvements are not guaranteed, and are sold voetstoots).

The aforesaid sale shall be subject to the conditions of sale which may be inspected at the office of the Sheriff of the Supreme Court at Umlazi.

Dated at Durban on this 24th day of October 1995.

Strauss Daly Inc., 11th Floor, The Marine, 22 Gardiner Street, Durban. (Ref. Mrs D. Varty/Z01337/OE.)

Case 1090/95

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

In the matter between **KwaZulu Finance and Investment Corporation Limited**, Plaintiff, and **Shaka Wilton Mhlongo**, Defendant

In terms of a judgment of the above Honourable Court dated 17 May 1995, a sale in execution will be held on 8 December 1995 at 12:00, at the main south entrance to the Magistrate's Court, Umlazi (near the national flag post), to the highest bidder without reserve:

Description: A certain piece of land, being Ownership Unit J891, in extent 350 square metres, situated in the Township of Umlazi, held by virtue of Deed of Grant No. 1290/90, subject to the conditions of title.

Physical address: Ownership Unit J891, Umlazi.

The property has been improved by the erection of a dwelling-house thereon consisting of a single storey brick and tile dwelling (123,4 m²) comprising kitchen, lounge, four bedrooms, bathroom, w.c., electricity—tubed and wired, municipal water supply and sanitation—local authority. *Improvements:* Verandah (5,6 m²).

Nothing is guaranteed in respect of such improvements on the property.

The aforesaid sale shall be subject to the conditions of sale which may be inspected at the office of the Sheriff of the Supreme Court at Umlazi.

Dated at Durban on this 24th day of October 1995.

Strauss Daly Inc., 11th Floor, The Marine, 22 Gardiner Street, Durban. (Ref. Z36079/26.)

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF INANDA HELD AT VERULAM

In the matter between **Nedcor Bank Limited** (formerly Nedperm Bank Limited), Execution Creditor, and
Kosila Rattan, Execution Debtor

In pursuance of a judgment in the Magistrate's Court of Inanda, held at Verulam, dated 23 April 1991 and a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 4 December 1995 at 09:00, at the front entrance of the Magistrate's Court, Moss Street, Verulam, to the highest bidder:

Property description: Lot 2109, Verulam, situated in the Borough of Verulam, Administrative District of Natal, Province of KwaZulu/Natal, in extent 3,7179 (three comma seven one seven nine) hectares.

Postal address: Rathnams Building, Inanda Road, Verulam.

Improvements: Brick under tile dwelling comprising: Four bedrooms, lounge, kitchen, dining-room, toilet and bathroom, four garages are adjacent to the house and together with an incompleated storage area which is being built of blocks. Apart from the main house, there is a brick under slab commercial building present, comprising funeral parlour with wash cubicle, large empty room, tea-room with wash cubicle, flat comprising two bedrooms, kitchen, toilet and bathroom, flat comprising two bedrooms, kitchen, toilet and bathroom, furniture manufacturers with wash cubicle and empty shop with wash cubicle (the nature, extent, condition and existence of the improvements are not guaranteed, and are sold voetstoots).

Zoning (the accuracy hereof is not guaranteed): Special Residential.

1. The sale shall be subject to the Magistrates' Courts Act, No. 32 of 1944, as amended, and the rules made thereunder.
2. The purchaser (other than the Execution Creditor) shall pay a deposit of 10% (ten per cent) of the purchase price of R500 whichever is the greater, and the auctioneer's charges in cash at the time of the sale.
3. The balance of the purchase price is payable against the transfer to be secured by a bank or building society guarantee approved by the Execution Creditor's attorneys and to be furnished within fourteen (14) days after the date of sale.
4. The purchaser shall be liable for the payment of interest at the rate of 21,75% (twenty-one comma seven five per cent) per annum, to the Execution Creditor from the date of sale to date of registration of transfer.
5. Transfer shall be effected by the attorneys for the Execution Creditor and the purchaser shall pay all transfer costs, including arrear and current rates, sewerage connection fees (if any), taxes and any other charges necessary to effect transfer on request by the said attorneys.
6. The full conditions of sale may be inspected at the offices of the Sheriff, Area 2, Suite 7, First Floor, Foresum Centre, 314 Main Road, Tongaat, and interested parties are asked to contact the Execution Creditor who may be prepared to grant loan facilities to an approved purchaser.

Dated at Durban on this 6th day of October 1995.

Shepstone & Wylie, Execution Creditor's Attorneys, Scotswood, 37 Aliwal Street, Durban.

Case 20/95

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

In the matter between **KwaZulu Finance & Investment Corp. Ltd**, Plaintiff, and **Joel Mhlongo**, Defendant

In pursuance of a judgment granted in the above action, and a warrant of execution issued thereafter, the immovable property listed hereunder shall be sold in execution, without reserve, to the highest bidder on 12 December 1995 at 09:00, at the Magistrate's Court, Mtunzini:

1. (a) *Deeds office description:* Ownership Unit H2352, situated in the Township of Esikhawini, District of Ongoye, in extent 1 057 (one thousand and fifty-seven) square metres.

(b) *Property description* (not warranted to be correct): Single-storey brick under tile roof dwelling comprising of lounge, three bedrooms, kitchen and two bathrooms. The property is fully electrified and on main sewerage. The property is zoned residential.

2. The conditions of sale may be inspected at the Sheriff's Office, 8 Hulley Road, Mtunzini.

Truter James De Ridder, Lincoln's Inn, 1 Victoria Lane, 7 Maxwell Street, Empangeni. [Ref. Mr De Ridder/aeh/60/95 (05/K771/60).]

Case 268/89

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

In the matter between **KwaZulu Finance & Investment Corp. Ltd**, Plaintiff, and **Mpumelelo Obed Mbatha**, Defendant

In pursuance of a judgment granted in the above action, and a warrant of execution issued thereafter, the immovable property listed hereunder shall be sold in execution, without reserve, to the highest bidder on 12 December 1995 at 09:00, at the Magistrate's Court, Mtunzini.

1. (a) *Deeds office description:* Ownership Unit A82, situated in the Township of Vulindlela, District of Ongoye, in extent 390 (three hundred and ninety) square metres.

(b) *Property description* (not warranted to be correct): Single-storey block under asbestos roof dwelling comprising of two bedrooms, kitchen, lounge and bathroom. The property is fully electrified and on main sewerage. The property is zoned residential.

2. The conditions of sale may be inspected at the Sheriff's Office, 8 Hulley Road, Mtunzini.

Truter James De Ridder, Lincoln's Inn, 1 Victoria Lane, 7 Maxwell Street, Empangeni. [Ref. Mr De Ridder/aeh/201/89 (05/K207/201).]

Case 349/94

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

In the matter between **KwaZulu Finance & Investment Corp. Ltd**, Plaintiff, and **Sibusiso Glendon Majozi**, Defendant

In pursuance of a judgment granted in the above action, and a warrant of execution issued thereafter, the immovable property listed hereunder shall be sold in execution, without reserve, to the highest bidder on 12 December 1995 at 09:00, at the Magistrate's Court, Mtunzini.

1. (a) *Deeds office description*: Ownership Unit H2690, situated in the Township of Esikhawini, District of Ongoye, in extent 650 (six hundred and fifty) square metres.

(b) *Property description* (not warranted to be correct): Vacant land. The property is fully electrified and on main sewerage. The property is zoned residential.

2. The conditions of sale may be inspected at the Sheriff's Office, 8 Hulley Road, Mtunzini.

Truter James De Ridder, Lincoln's Inn, 1 Victoria Lane, 7 Maxwell Street, Empangeni. [Ref. Mr De Ridder/aeh/269/93 (05/K600/269).]

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 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, 1 December 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 Trafelgar place, Pinetown, Natal.

Zoning: Special residential.

The property consists of the following: Brick under tile dwelling consisting of lounge, dining-room, kitchen, two bedrooms, bathroom with toilet and shower.

Nothing in this regard is guaranteed.

1. The sale shall be subject to the terms and conditions of the Supreme 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 day of October 1995.

Garlicke & Bousfield Inc., Plaintiff's Attorneys, 23rd Floor, Durban Bay House, 333 Smith Street, Durban, 4001. (Ref. J. C. Jones/notice.sch.)

Case 2260/95

IN THE SUPREME COURT OF SOUTH AFRICA

(Natal Provincial Division)

In the matter between **Standard Bank of South Africa Limited**, Plaintiff, and **Poul Michael Persson**, 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 7 December 1995 at 11:00, by the Sheriff of the Supreme Court, at the front steps, Magistrate's Court, Empangeni, to the highest bidder for cash, without reserve:

A unit consisting of:

1. (a) Section 12, as shown and more fully described on Sectional Plan SS 60/94 in the scheme known as Carousel, in respect of the land and buildings situated at Richards Bay, of which section the floor area, according to the said sectional plan is 113 (one hundred and thirteen) 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 ST 6066/94.

2. An exclusive use area described as W12 (yard), measuring 13 (thirteen) square metres, being as such part of the common property comprising the land and the scheme known as Carousel, in respect of the land and building or buildings situated at Richards Bay, as shown and more fully described on Sectional Plan SS60/94, held under Notarial Deed of Cession SK1400/94.

The following information relating to the property is furnished but not guaranteed in any way:

1. The property is situated at 12 Carousel, Wildenwede, Richards Bay, KwaZulu/Natal.
2. The property consists of a three bedroomed unit with lounge, dining-room, kitchen, two bathrooms, two toilets and garage.
3. The conditions of sale may be inspected at the aforesaid offices of the Sheriff and at the offices of Austen Smith, Walmsley House, 191 Pietermaritzburg Street, Pietermaritzburg, Natal, during normal office hours.

Dated at Pietermaritzburg this 11th day of October 1995.

Austen Smith, Plaintiff's Attorneys, Walmsley House, 191 Pietermaritzburg Street, Pietermaritzburg. (Ref. P. R. J. Dewes/vmh 45/S0310/B5.)

Case 3188/95

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 Glen Cariad Purushotham**, Defendant

In execution of a judgment granted by the Supreme Court of South Africa (Durban and Coast Local Division) on 16 August 1995, in the above-named suit, the following immovable property will be sold by public auction by the Sheriff of the Supreme Court, Inanda District 2, at the front entrance of the Magistrate's Court, Moss Street, Verulam, on Monday, 4 December 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 his office at Suite 7, Foresum Centre, 314 Old Main Road, Tongaat, namely:

Lot 364, Tongaat Extension 26, situated in the Township of Tongaat, Administrative District of Natal, in extent 758 (seven hundred and fifty-eight) square metres, which property is physically situated at 63 Sastri Circle, Tongaat, 4400, and which property is held by the above-named Defendant under and by virtue of Deed of Transfer T21117/94.

Improvements: Without constituting a warranty of any nature, the property has been improved by the erection thereon of block under tile dwelling consisting of lounge, dining-room, kitchen, three bedrooms, bathroom/toilet, shower/toilet, shower.

Outbuildings: Lounge/dining-room, bedroom, kitchen 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 17,25% (seventeen comma two five per cent) per annum compounded monthly in advance on the amount referred to in the conditions of sale to date of transfer both days inclusive, to be secured by an acceptable guarantee to be furnished within 14 (fourteen) days after the date of sale.

Dated at Durban this 13th day of October 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/U072/014353/Mrs Chelin.)

Case 715/95

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 Rajendhraprakash Ramlugan**, First Defendant, and **Mrs Bharthi Ramlugan**, Second Defendant

In execution of a judgment granted by the Supreme Court of South Africa (Durban and Coast Local Division), on 24 March 1995 in the above-named suit, the following immovable property will be sold by public auction by the Sheriff of the Supreme Court, Durban North, on the steps of the Supreme Court, Masonic Court, Durban, on Friday, 1 December 1995 at 10:00, on the 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 15 Milne Street, Durban, namely:

Subdivision 2 of Lot 79, Springfield, situated in the City of Durban, Administrative District of Natal, Province of KwaZulu/Natal, in extent one thousand three hundred and eighty-nine (1 389) square metres, which property is physically situated at 97 Alpine Road, Springfield, 4091, and which property is held by the above-named Defendants under and by virtue of Deed of Transfer T13781/94.

Improvements: Without constituting a warranty of any nature, the property has been improved by the erection thereon of brick under tile dwelling consisting of lounge, dining-room, kitchen, three bedrooms, bathroom/toilet.

Outbuildings: Three rooms, toilet/shower, double garage and swimming-pool.

Zoning: The property is zoned for special residential purposes and enjoys no special consents in respect of its zoning.

Terms: The purchase price will be payable subject to the conditions of sale, as follows:

- (a) 10% (ten per 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 17th day of August 1995.

Browne Brodie & Co., Plaintiff's Attorneys, 12th Floor, United Building, 291 Smith Street, Durban, 4001; P.O. Box 714, Durban, 4000. [Tel. (031) 304-7614/5.] (Ref. CMK/A332/009554/Mrs Chelin.)

Case 4575/95

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 Rakesh Rosanlall**, Defendant

In execution of a judgment granted by the Supreme Court of South Africa (Durban and Coast Local Division) on 31 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, 1 December 1995 at 10:00, on conditions which will be read out by the Sheriff before the sale, and which conditions are in the possession of the Sheriff and may be inspected at his office at 62 Caversham Road, Pinetown, namely:

Lot 2528, Reservoir Hills Extension 6, situated in the City of Durban, Administrative District of Natal, Province of KwaZulu/Natal, in extent 1 112 (one thousand one hundred and twelve) square metres, which property is physically situated at 200 Fulham Road, Reservoir Hills 4091, and which property is held by the above-named Defendant under and by virtue of Deed of Transfer T33184/94.

Improvements: Without constituting a warranty of any nature, the property has been improved by the erection thereon of brick and tile and concrete dwelling consisting of entrance, lounge, dining-room, kitchen, three bedrooms, two bathrooms/toilet, shower/toilet, toilet and scullery.

Outbuildings: Garage, staff-room 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 17,25% (seventeen comma two five per cent) per annum compounded monthly in advance on the amount referred to in the conditions of sale to date of transfer both days inclusive, to be secured by an acceptable guarantee to be furnished within 14 (fourteen) days after the date of sale.

Dated at Durban this 17th day of October 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/U072/019281/Mrs Chelin.)

Case 910/92

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

In the matter between **KwaZulu Finance and Investment Corporation Ltd**, Plaintiff, and
Siphiwe Leonard Ngcobo, Defendant

In pursuance of a judgment of the Court of the Magistrate's, Camperdown, dated 27 January 1993 the writ of execution dated 17 March 1993, the immovable property listed hereunder will be sold in execution on Friday, 1 December 1995 at 11:00, at the Sheriff's Sale Room, 5 Bishop Street (behind Masonic Lodge), Camperdown, to the highest bidder:

Ownership Unit B1075, Mpumalanga Township, Hammarsdale, KwaZulu/Natal, in extent 348 square metres and described on Deed of Grant 427/14.

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 13% (thirteen per cent) per annum to date of payment.
4. The full conditions of sale which will be read out by the Sheriff of the Magistrate's Court, Camperdown, immediately prior to the sale may be inspected at his office at 5 Bishop Street (behind Masonic Lodge), Camperdown.

A. H. R. Louw, for Geyser Liebetrau Du Toit & Louw, 380 Loop Street, Pietermaritzburg. (Ref. K1L/429/gd.)

Case 20270/95

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

In the matter between **NBS Bank Limited**, Plaintiff, and **Shardhanandh Sookhan**, First Defendant, and **Shakunthala Sookhan**, Second Defendant

In pursuance of a judgment of the above Honourable Court dated 4 October 1995, the following property will be sold in execution on Friday, 8 December 1995 at 11:00, in the Sheriff's Sale Room, 277 Berg Street, Pietermaritzburg, Natal, to the highest bidder:

Subdivision 40 of Lot 3183, Pietermaritzburg, situated in the Pietermaritzburg/Msunduzi Transitional Local Council Area, Administrative District of Natal, Province of KwaZulu/Natal, in extent two hundred and fifty-nine (259) square metres.

The following information is furnished regarding the property, but is not guaranteed: The property is physically situated at 12 Govinda Road, Northdale, Pietermaritzburg, the main dwelling comprises a single detached house consisting of three bedrooms, shower, kitchen and lounge.

Important terms and conditions:

(a) The purchaser shall pay 10% (ten per cent) of the purchase price at the time of the sale and the balance shall be paid or secured by a bank or building society guarantee approved by the Execution Creditors attorneys, to be furnished to the Sheriff of the Magistrate's Court, Pietermaritzburg, within 14 days of the date of the sale.

(b) The full conditions of sale can be inspected at the office of the Sheriff of the Magistrate's Court, 277 Berg Street, Pietermaritzburg, and interested parties are asked to contact the Execution Creditor who may be prepared to grant loan facilities to an approved purchaser.

Dated at Pietermaritzburg on this 28th day of October 1995.

Ganie & Co., Plaintiff's Attorneys, 493 Longmarket Street, Pietermaritzburg. (Ref. Ms Y. Chetty:ML:N0135.)

Case 6981/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF INANDA HELD AT VERULAM

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Sobantu Dumakude Pamla**, Defendant

In pursuance of a judgment in the above matter and under a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 8 December 1995 at 10:00, in front of the Magistrate's Court, 22 Moss Street, Verulam, to the highest bidder:

Description: Ownership Unit 542, in the Township of KwaMashu-D, District County of Victoria, in extent 343 square metres, represented and described on General Plan BA75/1978, held under Deed of Grant 5735/985, signed at Pretoria on 30 August 1985.

Physical address: Unit D542, KwaMashu.

Improvements: Single storey brick under tile dwelling comprising three bedrooms, lounge, kitchen, two bathrooms and dining-room (the nature, extent, condition and existence of the improvements are not guaranteed and are sold voetstoots).

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.

2. The purchaser shall pay 10% (ten per cent) of the purchase price in cash or by bank-guaranteed cheque at the time of the sale, the balance against transfer is to be secured by a bank or building society guarantee to be furnished within fourteen (14) days after the sale.

The full conditions may be inspected at the office of the Sheriff, Inanda (Area 1), or at the offices of Strauss Daly Inc.

Dated at Durban this 30th day of October 1995.

Strauss Daly Inc., Plaintiff's Attorneys, 11th Floor, The Marine, 22 Gardiner Street, Durban. (Ref. Mrs D. Varty/Z08333.)

Case 8117/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between **Mala Devi Ishwarlall**, Plaintiff, and **Mark Rowlands Wilson N.O.**, nominee for Old Mutual Syfrets Trust Ltd, First Defendant, and **Kasturi Govender**, Second Defendant

In pursuance of judgment of the Supreme Court of South Africa (Durban and Coast Local Division) dated 27 March 1995, and a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution by the Sheriff of the Supreme Court, Durban South, on 8 December 1995 at 10:00, on the steps of the Supreme Court, Durban, to the highest bidder:

Property description: A one-half share in and to Lot 94, Dunns Grant, situated in the City of Durban, Administrative District of Natal, Province of KwaZulu/Natal, in extent 1 115 square metres.

Physical and postal address: 197 Sidar Road, Clairwood, Durban.

Improvements: An office block, brick under tiled roof, with two offices and toilet.

Nothing is guaranteed in these respects.

Material conditions:

1. The sale shall be subject to the terms and conditions of the Supreme Courts Act and the rules made thereunder.
 2. The purchaser shall pay a deposit of ten per cent (10%) of the purchase price and the Sheriff'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 attorney within fourteen (14) days after the date of sale, to be approved by the Plaintiff's attorneys.
 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.
 4. Transfer shall be effected by the Plaintiff's attorneys and the purchaser shall pay all transfer costs, including arrear and current rates, sewerage connection fees (if any), taxes or other charges necessary to effect transfer on request by the said attorneys.
 5. The full conditions may be inspected at the Sheriff, Durban South, 101 Lejaton, 40 St George's Street, Durban.
- Dated at Durban this 2nd day of October 1995.
- P. R. Maharaj & Co., Plaintiff's Attorney, Suite 1601, Nedbank House, 30 Albert Street, Durban. (Ref. AMD/RV/1 57.)

Case 2746/94**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF UMLAZI HELD AT UMLAZI**

In the matter between **KwaZulu Finance & Investment Corporation Limited**, Plaintiff, and **Sipho Agrippa Msani**, Defendant

In pursuance of judgment in the above action, the immovable property listed hereunder will be sold in execution on 6 December 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 BB98, in extent 424 square metres, situated in the Township of Umlazi, represented and described on General Plan PB409/1984, held by virtue of Deed of Grant G967/87.

Improvements: A single storey block/plaster and tile dwelling (70 m²) comprising kitchen, dining-room, lounge, three bedrooms, bathroom and w.c. Municipal electricity, water supply and sanitation: Local authority.

Improvements: Verandah/pergola (7 m²) and brick walling.

Nothing is guaranteed in respect of such improvements on the property.

The purchaser shall pay the purchase price in cash or 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 26th day of October 1995.

Strauss Daly Inc., Plaintiff's Attorneys, 11th Floor, The Marine, 22 Gardiner Street, Durban. (Ref. Z32153/26.)

Case 149/93**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF UMLAZI HELD AT UMLAZI**

In the matter between **Kwazulu Finance & Investment Corporation Limited**, Plaintiff, and **Jamengweni Stanley Limako**, Defendant

In pursuance of judgment in the above action, the immovable property listed hereunder will be sold in execution on 6 December 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 V436, in extent 332 square metres, situated in the Township of Umlazi, represented and described on General Plan BA90/1975, held by virtue of Deed of Grant 4035/106.

Improvements: A single-storey block/plaster and asbestos dwelling (106 m²) comprising of kitchen, dining-room, lounge, three bedrooms, bathroom, w.c., municipal electricity, water supply, sanitation local authority. *Improvements:* Double garage (39 m²), SA pine kitchens units, retaining walls and block fencing.

Nothing is guaranteed in respect of such improvements on the property.

The purchaser shall pay the purchase price in cash or by bank-guaranteed cheque on the day of the sale. In the event of the purchaser having to obtain finance from a financial institution, the purchaser shall on the day of the sale produce written information from the said financial institution to the effect that the purchaser qualifies for a loan, which shall not be less than the purchase price.

The full conditions may be inspected at the offices of the Sheriff, Umlazi, or at the offices of Strauss Daly Inc.

Dated at Durban on this the 24th day of October 1995.

Strauss Daly Inc., Plaintiff's Attorneys, 11th Floor, The Marine, 22 Gardiner Street, Durban. (Ref. Z10460/26.)

Case 8591/94

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Bhekizitha Abedinigo Magcaba**, Defendant

In terms of a judgment in the above Honourable Court, dated 11 January 1995, a sale in execution will be held on 8 December 1995 at 12:00, at the main south entrance of the Magistrate's Court, Umlazi (near the National and KwaZulu Flag Post), to the highest bidder without reserve:

Ownership Unit 1617, in the Township of Umlazi, Unit 21, District of Umlazi, in extent 394 square metres, represented and described on General Plan BA83/1976, signed at Pretoria on 20 July 1981.

Physical address: Unit U1617, Umlazi.

The following information is furnished but not guaranteed: Brick under tile dwelling consisting of: Three bedrooms, lounge, kitchen, dining-room, two bathrooms, water and lights facilities and three garages.

(The nature, extent, condition and existence of the improvements are not guaranteed, and are sold voetstoots.)

The aforesaid sale shall be subject to the conditions of sale which may be inspected at the office of the Sheriff of the Supreme Court at Umlazi.

Dated at Durban on this the 25th day of October 1995.

Strauss Daly Inc., Plaintiff's Attorneys, 11th Floor, The Marine, 22 Gardiner Street, Durban. (Ref. Mrs D. Varty/Z32448/OE.)

Case 1771/95

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT SHEPSTONE HELD AT PORT SHEPSTONE

In the matter between **Allied Bank**, Execution Creditor, and **Cynthia de Bruin**, Execution Debtor/s

In pursuance of judgment in this action the following immovable property shall be sold in execution on Friday, 1 December 1995 at 11:00, in front of the Magistrate's Court, Port Shepstone, to the highest bidder:

Lot 521, Shelly Beach, situated in the Borough of Shelly Beach and in the Southern Natal Joint Services Board Area, Administrative District of Natal, in extent (1 676) square metres, situated at Lot 521, Strelitzia Road, Shelly Beach.

Improvements: Dwelling under brick and tile consisting of: Open plan lounge, kitchen, dining-room, main en suite two bedrooms, bathroom, verandah, servant toilet, shower and wash basin.

Town-planning: Zoning: Residential.

Special privileges: Nil.

Nothing is guaranteed in these respects.

Material conditions:

1. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price in cash at the time of the sale, the balance against transfer to be secured by an acceptable bank or building society guarantee to be furnished within 14 days after the date of sale.

2. The full conditions may be inspected at the offices of the Sheriff of the Court, Port Shepstone, or at our offices.

Meumann & White, Execution Creditor's Attorney, Fourth Floor, Founders House, 15 Parry Road, Durban. (Ref. L. Theron/035685.)

Case 3941/95

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF INANDA HELD AT VERULAM

In the matter between **KwaZulu Finance & Investment Corporation Limited**, Judgment Creditor, and
Fredreck Sibusiso Gumede, Judgment Debtor

In pursuance of judgment granted on 23 May 1995, in the Verulam Magistrate's Court, and under writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 4 December 1995 at 09:00, at the front entrance of the Magistrate's Court, Moss Street, Verulam, to the highest bidder:

Description: Lot 735, Hambanati, situated in the Administrative District of Natal, in extent 274 (two hundred and seventy-four) square metres.

Postal address: Lot 735, Chilli Road, Hambanati, 4400.

Improvements: Brick under tile dwelling with water and lights, two bedrooms, lounge, kitchen, toilet and bath.

Held by the Defendant in his name under Certificate of Ownership TE37537/93.

Nothing above is guaranteed. Vacant possession is not guaranteed.

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.

2. The purchaser shall pay the purchase price in cash or 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. The amount of the loan shall not be less than the purchase price.

3. The purchaser shall be liable for payment of the interest at the Execution Creditor and to the bondholders, if any, from the 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.

5. The full conditions may be inspected at the offices of the Sheriff of the Magistrate's Court, Suite 7, Foresum Centre, 314 Old Main Road, Tongaat.

Dated at Umhlanga Rocks this 26th day of October 1995.

Gavin Gow, Jenkins & Pearse, Plaintiff's Attorneys, Suite 15, Chartwell Centre, Chartwell Drive, Umhlanga Rocks, 4320; P.O. Box 610, Umhlanga Rocks, 4320. [Tel. (031) 561-1011.]

Case 6149/95

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF INANDA HELD AT VERULAM

In the matter between **KwaZulu Finance & Investment Corporation Limited**, Judgment Creditor, and
Mathews Sithembiso Kubheka, Judgment Debtor

In pursuance of judgment granted on 28 July 1995, in the Verulam Magistrate's Court, and under writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 8 December 1995 at 10:00, at the front entrance of the Magistrate's Court, Moss Street, Verulam, to the highest bidder:

Description: Site 1392, Township of Ohlange, District of Verulam, in extent 273 (two hundred and seventy-three) square metres.

Postal address: 1392 Ohlange, 4310.

Improvements: Block under asbestos dwelling, comprising bedroom kitchen, toilet outside and no bathroom, water and lights facilities.

Held by the Defendant in his name under Certificate of Ownership TF240/92.

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 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.

3. The purchaser shall be liable for payment of the interest at the Execution Creditor and to the bondholders, if any, from the 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 24th day of October 1995.

Gavin Gow, Jenkins & Pearse, Plaintiff's Attorneys, Suite 15, Chartwell Centre, Chartwell Drive, Umhlanga Rocks, 4320; P.O. Box 610, Umhlanga Rocks, 4320. [Tel. (031) 561-1011.]

Case 9437/85

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

In the matter between **ABSA Bank Limited**, Plaintiff, and **Jairaj Rosen Pershad** and **Karanwathie Rosen Pershad**,
married in community of Property to each other, Defendants

In pursuance of judgment granted on 25 February 1986, in the Court of the Magistrate, Pinetown, and under writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 8 November 1995 at 10:00, at the front entrance, the Magistrate's Court, 22 Chancery Lane, Pinetown:

Description: A certain piece of land being Lot 4892, Pinetown (Extension 51), situated in the Borough of Pinetown, and in the Port Natal-Ebhodwe Joint Services Board Area, Administrative District of Natal, Province of KwaZulu/Natal, in extent 1 043 square metres.

Postal address: 8 Gajra Terrace, Pinetown, KwaZulu/Natal.

Improvements: Double storey brick under tile dwelling, entrance hall, lounge, dining-room, study, kitchen, scullery, four bedrooms, two bathrooms/w.c., w.c. and separate w.c.

Outbuildings: Four attached garages, two store-rooms, w.c./shower, swimming-pool, brick fencing and brick paving.

Town-planning zoning: Special Residential.

Nothing is guaranteed in the above respects.

Material conditions:

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.
2. (a) The purchaser shall pay a deposit of 10% (ten per centum) of the purchase price and the auctioneer's commission immediately after the sale, and the balance (including the payment of the undermentioned interest) against transfer to be secured by a bank or building society guarantee to be furnished to the Sheriff of the Magistrate's Court within 14 days after the sale. The said guarantee shall be approved by the Plaintiff's attorneys.
- (b) The purchaser shall be liable for the payment of interest at the rate payable to the Plaintiff at the time of the sale on the amount of the 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 offices of the Sheriff for the Magistrate's Court, 2 Samkit Centre, 62 Caversham Road, Pinetown, and at the offices of David Gardyne & Partners, Eighth Floor, JBS Building, 78 Field Street, Durban.

Dated at Durban on this 18th day of October 1995.

David Gardyne & Partners, Plaintiff's Attorneys, Eighth Floor, JBS Building, 78 Field Street, Durban. (Ref. D. Gardyne/VL/GAL571.)

Case 5379/95

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

In the matter between **N B S Bank Limited**, Plaintiff, and **Francois Johannes Castelyn**, First Defendant, and
Frieda Jay Castelyn, Second Defendant

In pursuance of a judgment in the Supreme Court of South Africa (Durban and Coast Local Division) dated 23 August 1995, the following immovable property belonging to the above-named Defendants, will be sold in execution on 4 December 1995 at 09:00, at the front entrance to the Magistrate's Court, Moss Street, Verulam, to the highest bidder for cash, without reserve:

Lot 4237, Tongaat Extension 2, situated in the Township of Tongaat, and in the Port Natal-Ebhodwe Joint Services Board Area, Administrative District of Natal, in extent 2 034 (two thousand and thirty-four) square metres, and held by the Defendants under Deed of Transfer T94 38224.

The following information relating to the property is furnished but not guaranteed in any way:

Physical address: The property is situated at 81 Acacia Drive, Westbrook, Tongaat, 4400.

Improvements: The property a brick under tile dwelling consisting of two bedrooms (carpeted/B.I.C.), main bedroom (carpeted, B.I.C., en suite), toilet (tiled), bathroom (tiled with toilet and shower and handbasin), split level—kitchen (tiled, B.I.C.), dining-room (carpeted) and study (carpeted, B.I.C.).

Other features include: Swimming-pool (sliding doors open onto pool area), tarred driveway and double garage. No guarantee is given with these improvements.

Terms: The conditions of sale may be inspected at the offices of the Sheriff for Tongaat, Suite 7, Foresum Centre, 314 Old Main Road, Tongaat, and at the offices of Thorpe & Hands, Suite 2522, 320 West Street, Durban, Natal, during normal office hours.

Dated at Durban this 17th day of October 1995.

Thorpe & Hands, Plaintiff's Attorney, Suite 2522, 320 West Street, Durban. (Ref. KW/ayt/N359/035.)

Case 2913/92

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

In the matter between **Bankorp Limited**, Plaintiff, and **Mark Achille Gagnepain**, First Defendant, and
Mandy Louise Gagnepain, Second Defendant

In the pursuance of a judgment granted in the Supreme Court of South Africa (Durban and Coast Local Division) dated 7 April 1993, and a writ of execution issued thereafter, the immovable property listed hereunder shall be sold in execution to the highest bidder on 7 December 1995 at 11:00, at the front steps of the Magistrate's Office, Empangeni:

Property description: Lot 712, Richards Bay (Extension 7), situated in the Richards Bay Transitional Local Council Area, Administrative District of Natal, Province of KwaZulu/Natal, of extent (eight hundred and seventy-six) 876 square metres, is held by Mark Achille Gagnepain and Mandy Louise Gagnepain, married to each other in community of property, under Bond B51973/93 and B51974/93 and under Deed of Transfer T35603/1993.

Postal address: 40 Mardela Moot, Arboretum, Richards Bay.

Description: Brick under tile, single-storey dwelling consisting of fitted kitchen, scullery, lounge, TV-room, three bedrooms, toilet and shower, bathroom and toilet, single garage, outside toilet and shower, property is fenced on four sides.

Building construction: Walls.

Roof: Tiles (the nature, extent, condition and existence of the improvements are not guaranteed, and are sold voetstoots).

Town-planning zoning: Residential.

Nothing is guaranteed in the above respects.

Conditions:

1. The sale shall be subject to the terms and conditions of the Supreme Court Act and the rules made thereunder.

2. (a) The purchaser (other than the Execution Creditor) shall pay a deposit of 10% (ten per cent) of the purchase price in cash at the time of the sale as well as the Sheriff's charges. Immediately after the sale, and the balance against transfer to be secured by a bank or building society guarantee to be furnished to the Sheriff for the Supreme Court of the Court within 14 days after the sale to be approved by the Plaintiff's attorneys.

(b) The purchaser shall be liable for payment of interest at the rate as set from time to time by the bondholders (Saambou Bank Limited and Terra Firma CC) (payments at Maxprop, Richards Bay) and prevailing from time to time from the date of sale to date of transfer together with interest to any other bondholder/s at the rate prescribed in the mortgage bond/s on the respective amounts of the awards to the Execution Creditor and to the bondholder/s in the plan of distribution from the date of sale to date of transfer.

3. Transfer shall be effected by the attorneys of the Plaintiff and the purchaser shall pay all the transfer dues, including transfer duty, current and any arrear rates and other necessary charges to effect transfer upon request by the said attorneys.

The full conditions of sale may be inspected at the offices of the Sheriff for the Supreme Court, The Old ZSM Sugar Mill, Mill Way, Empangeni.

Dated at Durban on this 4th day of October 1995.

Du Toit, Havemann & Krog, Ground Floor, Stafmayer House, Beach Grove, Durban. (Ref. P. Smit—08/B248/539.)

Case 4812/95

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF INANDA HELD AT VERULAM

In the matter between **Saambou Bank**, Plaintiff, and **Anandan Doorasamy Naidoo**, Defendant

In pursuance of a judgment of the Magistrate's Court for the District of Inanda, held at Verulam, and a writ of execution issued thereunder, the immovable property listed hereunder will be sold in execution on Monday, 4 December 1995 at 09:00, at the front entrance of the Magistrate's Court, Moss Street, Verulam:

Description: Lot 1215, Tongaat (Extension 13), situated in the Township of Tongaat, Administrative District of Natal, Province of KwaZulu/Natal, in extent nine hundred and thirty (930) square metres.

Postal address: 5 Diagonal Street, Desainagar.

Improvements: Vacant land.

Town-planning Zoning: Residential.

Special privileges: Nil.

Material conditions:

1. The sale shall be subjected to the terms and conditions of the Magistrates' Courts Act, and the rules made thereunder.

2. The purchaser shall pay 10% (ten per centum) of the purchase price immediately after the sale and the balance against registration of the transfer into the name of the purchaser.

The full conditions of sale may be inspected at our offices at the Sheriff of the Magistrate's Court, Inanda, District Two, Suite 7, Foresum Centre, 314 Old Main Road, Tongaat.

Dated at Tongaat on this 20th day of October 1995.

Bala Naidoo & Co., Plaintiff's Attorneys, 10 Luxmi Court, 312 Main Road, Tongaat; c/o Suite 8, Temple Chambers, 52/54 Moss Street, Verulam. (Ref. BN/dr/S181-004.)

Case 70194/94

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 **Varied Interest CC** (No. CK89/33401/23), Defendant

In pursuance of a judgment granted in the above action the immovable property listed hereunder shall be sold in execution to the highest bidder without reserve on 7 December 1995 at 10:00, in the front entrance to the Magistrate's Court, Somtseu Road, Durban:

Description: Lot 398, Dunns Grant, situated in the City of Durban, Administrative District of Natal, in extent 1 225 square metres.

Postal address: 122/126 Horsham Road, Clairwood.

Improvements: Double storey building comprising of two factories, five offices, two kitchens, two change rooms, seven w.c.'s, store room, two showers and urinal.

Town planning zoning: Commercial site.

1. The property shall be sold without reserve to the highest bidder in terms of the Magistrates' Court rules.

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 and guarantee within twenty-one (21) days.

The full conditions of sale may be inspected at the offices of the Sheriff of the Magistrate's Court, 40 St George's Street, Durban.

Jackson & Ameen, Plaintiff's Attorneys, Fifth Floor, Fenton House, Fenton Road, Durban.

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

In the matter between **KwaZulu Finance & Investment Corporation Limited** Judgment Creditor, and **Agnes Radebe**, Judgment Debtor

In pursuance of a judgment granted on 21 August 1995, in the Umlazi Magistrate's Court, and under a writ of execution issued thereafter the immovable property listed hereunder will be sold in execution on 6 December 1995 at 10:00, at the main south entrance to the Magistrate's Court, Umlazi, near the national flagpost, to the highest bidder:

Description: Ownership Unit K1144, in the Township of Umlazi, District of Umlazi, in extent four hundred and seventy-two (472) square metres.

Postal address: K1144, Umlazi, 4066.

Improvements: Brick under asbestos dwelling-house comprising of two bedrooms, dining-room, bathroom, kitchen, outbuildings and lights facilities, held by the Defendant in her name under Deed of Grant G05693/89.

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 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 of sale may be inspected at the offices of the Sheriff of the Magistrate's Court, Umlazi.

Dated at Umhlanga Rocks this 31st day of October 1995.

P. A. Jenkins, for Gavin Gow, Jenkins & Pearse, Plaintiff's Attorneys, Suite 15, Chartwell Centre, Umhlanga Rocks, 4320; P.O. Box 610, Umhlanga Rocks, 4320. [Tel. (031) 561-1011.]

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 **Soobramoney Soobramoney**, First Defendant, and **Suryakumari Soobramoney**, 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 front entrance to the Magistrate's Court, Moss Street, Verulam, on Friday, 1 December 1995 at 10:00:

Description: Lot 177, Avoca Hills, situated in the City of Durban, Administrative District of Natal, in extent 746 (seven hundred and forty-six) square metres, held under Deed of Transfer T31214/88.

Physical address: 95 Avoca Hills, Avoca Hills, Natal.

Zoning: Special Residential.

The property consists of the following:

Single storey brick under tile roof dwelling comprising three bedrooms (one with en suite), lounge/dining-room (open plan), kitchen, and toilet and bathroom together. There are no outbuildings.

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 Mountview Shopping Centre, corner of Inanda and Jacaranda Roads, Verulam, Natal.

Dated at Durban this 16th day of October 1995.

Goodrickes, Plaintiff's Attorneys, 24th Floor, 320 West Street, Durban, 4001. (Ref. Mr J. A. Allan/S.9046/mvr.)

Case 4609/94

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

In the matter between **Standard Bank of South Africa Limited**, Plaintiff, and **Surendraj Harilal Hooseria**, First Defendant, and **Mohanee Devi Hooseria**, 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, Moss Street, Verulam, on Monday, 4 December 1995 at 09:00:

Description: Lot 959, Hillgrove, situated in the City of Durban, Administrative District of Natal, in extent 814 (eight hundred and fourteen) square metres, held under Deed of Transfer T29988/89.

Physical address: 294 Sunnyhill Circle, Newlands, Natal.

Zoning: Special Residential.

The property consists of the following: Brick under tile roof dwelling with water and lights, comprising three bedrooms, lounge, kitchen, toilet and bathroom. There are not outbuildings.

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, Suite 7, Foresum Centre, 314 Old Main Road, Tongaat.

Dated at Durban this 6th day of October 1995.

Goodrickes, Plaintiff's Attorneys, 24th Floor, 320 West Street, Durban, 4001. (Ref. Mr J. A. Allan/S.5505/mvr.)

Case 44652/95

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), Execution Creditor, and **Miss Yvonne Sithembile Mosia**, Execution Debtor

In pursuance of a judgment granted on 1 August 1995, in the Durban, Magistrate's Court, under a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on Thursday, 7 December 1995 at 14:00, in front of the Magistrate's Court-house, Somtsue Road, Durban, to the highest bidder:

Description: A certain immovable unit being:

(a) Section 14, as shown and more fully described on Sectional Plan SS371/84, in the scheme known as Ana Capri, in respect of the land and building or buildings situated at Durban, Administrative District of Natal, Province of KwaZulu/Natal, of which the floor area, according to the said sectional plan, is 44 (forty-four) square metres; and

(b) an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the sectional plan.

Postal address: 14 Ana Capri, St Andrews Street, Durban.

Improvements: Sectional title unit consisting of entrance passage, lounge, kitchen, bath/toilet, walled sleeping recess.

Town-planning: Zoning: Special Residential. Special privileges: Nil.

Nothing is guaranteed in these respects.

Material conditions:

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.

2. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price in cash or by a bank-guaranteed cheque at the time of the sale, the balance against transfer to be secured by a bank or building society guarantee to be approved by the Plaintiff's attorneys to be furnished to the Magistrate's Court Sheriff, within 14 (fourteen) days after the date of sale.

3. If more than one property is to be sold, the properties may be purchased separately, unless this is precluded by the conditions of title or law.

The full conditions may be inspected at the offices of the Sheriff for the Magistrate's Court, 21 Stafmayer House, Beach Grove, Durban, or at out offices.

Dated at Durban on this 26th day of October 1995.

Browne Brodie & Co., Plaintiff's Attorneys, 12th Floor, United Building, 291 Smith Street, Durban, 4001; P.O. Box 714, Durban, 4001. [Tel. (031) 304-7614/5.] (Ref. CMK/U016/020020/Mrs Chelin.)

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT SHEPSTONE HELD AT PORT SHEPSTONE

In the matter between **Nedcor Bank Limited** No. 51/00009/06 formerly, Nedperm Bank Limited No. 51/00009/06, Execution Creditor, and **Peter Hugh Russell**, First Execution Debtor, and **Christine Patricia Russell**, Second Execution Debtor

In pursuance of a judgment in the Court of the Magistrate at Port Shepstone and the warrant of execution issued pursuant thereto on 25 August 1995, the immovable property described as:

Lot 1610, Margate Extension 3, situated in the Margate Transitional Local Council Area, and in the Southern Natal Joint Services Board Area, Administrative District of Natal, Province of KwaZulu/Natal, in extent 1 018 square metres, held under Deed of Transfer T14849/91, and situated in 5 Milner Crescent, Margate Extension 3, will be sold in execution on Friday, 1 December 1995 at 09:00, on the Court-house steps of the Magistrate's Court, Port Shepstone, on terms and conditions which will be read out at the time of the sale and which may in the meantime be inspected at the office of Messrs Barry, Botha & Breytenbach Inc., the Plaintiff's Attorneys, 16 Bisset Street, Port Shepstone.

The material terms and conditions of the sale are as follows:

(a) (i) The purchase price shall be paid as to 10% (ten per centum) of the outstanding amount due to the Plaintiff at the time of the sale into the trust account of Plaintiff's conveyancers who shall invest this in an interest bearing account. All interest earned thereon shall be for the purchaser's benefit.

(ii) The Sheriff shall, if requested by the Plaintiff at any time prior to or after the commencement of the bidding, require any bidder other than the Plaintiff to deposit with him in cash or by way of a bank-guaranteed cheque an amount equal to 10% (ten per centum) of the amount owing to the Plaintiff before accepting any bid or further bid from such bidder.

(b) The balance of the purchase price together with interest at the rate payable to the Plaintiff at the time of this sale on the amount of the Plaintiff's claim and calculated from the date of sale until the date of transfer shall be paid and secured by a bank or building society guarantee in a form acceptable to the Plaintiff's conveyancers. This guarantee shall be delivered to the Plaintiff's conveyancers within 14 days of the date of sale.

(c) The purchaser shall pay to the local authority or any other authority entitled thereto such rates, taxes, transfer duty or Value-Added Tax where applicable and other amounts whatsoever owing on the property together with any other amounts which must in law be paid to procure transfer of the property.

(d) The purchaser shall pay to the Sheriff on the date of sale his commission calculated at 5% (five per centum) on the first R20 000 of the purchase price, and 3% (three per centum) on the outstanding balance, subject to a maximum commission of R6 000, and a minimum commission of R200.

(e) The property shall be sold subject to any valid existing tenancy (if any).

(f) Neither the Plaintiff nor the Sheriff give any warranty as to the state of the property which is sold voetstoots.

(g) The risk in and to the property shall pass to the purchaser on the date of sale.

The property is improved by dwelling under brick and tile, consisting of open plan lounge, kitchen, dining-room, three bedrooms, two bathrooms, enclosed verandah, undercover parking and servant's room. Outbuildings, under brick and tile, consisting of flatlet with open plan lounge, dining-room, kitchen, bedroom, bathroom and laundry converted into a bathroom.

Dated at Port Shepstone on this the 27th day of October 1995.

Barry, Botha & Breytenbach Inc., Plaintiff's Attorneys, 16 Bisset Street, Port Shepstone. (Ref. E. R. Barry/NP107/01NP01107.)

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

In the matter between **KwaZulu Finance and Investment Corporation Limited**, Execution Creditor, and **Andreas Vusumuzi Mkhize**, Execution Debtor

In pursuance of a judgment in the Court for the Magistrate of Pinetown and writ of execution dated 6 February 1995, the property listed hereunder will be sold in execution, on 8 December 1995 at 10:00, at the front entrance to the Magistrate's Court, 22 Chancery Lane, Pinetown, to the highest bidder:

Ownership Unit 5835, situated in the Township for Kwandengezi, District of Mpumalanga, Province of KwaZulu/Natal, in extent 465 (four hundred and sixty-five) square metres and held under Deed of Grant 4905/85.

Postal address: Unit 5835, Kwandengezi Township, Kwandengezi.

Town-planning Zoning: Residential.

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

A single storey concrete block under asbestos sheeting dwelling consisting of lounge, kitchen, two bedrooms, bathroom and w.c.

Vacant possession is not guaranteed.

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff for Pinetown. A substantial bank loan can be raised for an approved purchaser with prior approval.

Dated at Pinetown on this the 2nd day of November 1995.

King & Associates, Attorney for Execution Creditor, Fourth Floor, NBS Centre, Hill Street, Pinetown. (Tel. 701-1561.) (Ref. D. Wright/NK/03K061-034.)

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 **Andrew Stein**, First Defendant, and **Patricia Jenifer Ann Stein**, 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, 1 December 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 8 of Lot 790, Queensburgh, situated in the Borough of Queensburgh, Administrative District of Natal, in extent 1 060 (one thousand and sixty) square metres, and held under Deed of Transfer T15045/1993.

Street address: 13 Charlotte van Heerden Road, Malvern.

Improvements: A single storey brick under tile roof dwelling comprising lounge, entrance hall, dining-room, kitchen, three bedrooms, bathroom/toilet and shower/toilet.

Outbuildings: Garage and toilet.

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 October 1995.

Livingston Leandy Incorporated, Plaintiff's Attorneys, 10th Floor, First National Bank Building, corner of Smith and Field Streets, Durban. (Ref. G. A. Pentecost.)

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF INANDA HELD AT VERULAM

In the matter between **Nedcor Bank Limited**, Execution Creditor, and **Fanini Robert Zangwa**, Execution Debtor

In pursuance of a judgment granted on 1 September 1993, in the Magistrate's Court for the District of Inanda Area 1, held at Verulam and a writ of execution issued thereunder, the immovable property listed hereunder will be sold in execution on Friday, 1 December 1995 at 10:00, at the front entrance to the Magistrate's Court Building, Moss Street, Verulam:

Description: Ownership Unit C199, in the Township of Inanda, District of Verulam, in extent 300 (three hundred) square metres, represented and described on General Plan 268/1981, held under Deed of Grant G7880/87.

Street address: Unit C199, Inanda.

Improvements: A brick under tile and asbestos dwelling with water and lights consisting of lounge with dining-room, four bedrooms, kitchen and incomplete outbuilding.

Zoning: Special Residential (nothing is 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 Magistrate's Court Act and the rules made thereunder.

1. The purchaser shall pay a deposit of 10% (ten per cent) 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 payment of interest at the rate of 18% (eighteen per centum) per annum to the bondholder, Nedcor Bank Limited (formerly Nedperm Bank Limited formerly South African Permanent Building Society), on the amount outstanding by the Execution Debtor to the Execution Creditor as at the date of sale or the purchase price whichever is the lesser, calculated from the date of sale to the date of transfer, both days inclusive.

3. Transfer shall be effected by the attorneys for the Execution Creditor and the purchaser shall pay all transfer costs, including transfer duty, current rates and other necessary charges to effect transfer upon request by the said attorney.

4. The property and the improvements thereon are sold voetstoots and without any warranties.

5. The full conditions of sale may be inspected at the office of the Sheriff of the Magistrate's Court, 2 Mountview Shopping Centre, corner of Inanda and Jacaranda Road, Verulam. [Tel. (0322) 33-1037.]

Dated at Durban this 23rd day of October 1995.

Livingston Leandy Incorporated, Execution Creditor's Attorneys, 10th Floor, First National Bank Building, corner of Smith and Field Streets, Durban. (Ref. Mr Pentecost.)

Case 2090/94

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

In the matter between **Boland Bank Limited**, Plaintiff, and **Starbuck Investments (Pty) Ltd**, Defendant

In pursuance of a judgment of the Court of the Magistrate's, Pietermaritzburg dated 24 February 1995, the writ of execution dated 19 September 1995, the immovable property listed hereunder will be sold in execution on Wednesday, 6 December 1995 at 10:00, at the front entrance of the Magistrate's Court, Newcastle, to the highest bidder:

Lot 55, Lot 56, Lot 57, Lot 58, Lot 59 and Lot 60, Charlestown, situated in the Development Area of Charlestown, Administrative District of Natal, in extent 2 023 square metres and held by Defendant under Deed of Transfer 1164/91.

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 19,75% (nineteen 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, Newcastle, immediately prior to the sale may be inspected at his office at the front entrance of the Magistrate's Court, Newcastle.

A. H. R. Louw, for Geyser Liebetrau Du Toit & Louw, Plaintiff's Attorneys, 380 Loop Street, Pietermaritzburg. (Ref. AL/wct/B1014L.)

Case 3575/94

IN THE SUPREME COURT OF SOUTH AFRICA
(Durban and Coast Local Division)In the matter between **Nedcor Bank Limited**, Plaintiff, and **Nyangayezizwe Albert Gwambi**, First Defendant, and **Lindiwe Precious Gwambi**, Second Defendant

In pursuance of a judgment of the above Honourable Court dated 17 June 1994, a sale in execution will be held on Friday, 8 December 1995 at 12:00, at the south gate next to the flagpoles at the Umlazi Magistrate's Court, Umlazi, when the following property will be sold by the Sheriff of the Supreme Court for Umlazi, to the highest bidder:

Ownership Unit B1450, in the Township of Umlazi, District of Umlazi, in extent three hundred and ninety-three (393) square metres, represented and described on General Plan PB197/1988, with the postal and street address of Unit B1450, Umlazi.

Improvements: The following information is furnished but nothing is guaranteed in this regard: The property consists of a brick under tile roof dwelling comprising three bedrooms, lounge, kitchen, toilet and bathroom.

The sale shall be subject to the following conditions:

1. The sale shall be subject to the terms and conditions of the Supreme Court and the rules made thereunder.

2. The purchaser (other than the Execution Creditor) shall pay a deposit of 10% (ten per cent) of the purchase price in cash at the time of the sale.

3. The full conditions of sale may be inspected at the offices of the Sheriff of the Supreme Court for the Umlazi District, Room 4, Block C, V1030, Kwastambu, Umlazi, 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 25th day of October 1995.

De Villiers Evans & Petit, Plaintiff's Attorneys, 41 Acutt Street, Durban. (Ref. Mrs Singh/N423.7116/94.)

Case 12470/95

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

In the matter between **KwaZulu Finance and Investment Corporation Ltd**, Plaintiff, and **Thokozani Rose Gama**, Defendant

In pursuance of a judgment of the Court of the Magistrate, Pietermaritzburg dated 24 July 1995, the writ of execution dated 24 July 1995, the immovable property listed hereunder will be sold in execution on Friday, 8 December 1995 at 11:00, at the Sheriff's Sale Room, 277 Berg Street, Pietermaritzburg, to the highest bidder:

Ownership Unit 735T, Township Edendale, District of Pietermaritzburg, in extent 939 square metres, held by Deed of Grant 00007143.

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% (eighteen 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, Pietermaritzburg, immediately prior to the sale may be inspected at his office at 277 Berg Street, Pietermaritzburg.

A. H. R. Louw, for Geyser Liebetrau Du Toit & Louw, Plaintiff's Attorneys, 380 Loop Street, Pietermaritzburg. (Ref. K1L/676/gd.)

Case 2189/95

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

In the matter between **Boland Bank Limited**, Plaintiff, and **Sayed Amanulla Kader**, Defendant

In pursuance of a judgment of the Court of the Magistrate, Pietermaritzburg, dated 27 March 1995, the writ of execution dated 28 March 1995, the immovable property listed hereunder will be sold in execution on Friday, 8 December 1995 at 11:00, at the Sheriff's Salesroom, 277 Berg Street, Pietermaritzburg, to the highest bidder:

Subdivision 11 (of 6) of Lot 443, Pietermaritzburg, Province of KwaZulu/Natal, in extent 605 square metres, held by Deed of Transfer T15201/1984 (256 East Street, Pietermaritzburg).

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 23% (twenty-three 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, Pietermaritzburg, immediately prior to the sale may be inspected at his office at 277 Berg Street, Pietermaritzburg.

A. H. R. Louw, for Geyser Liebetrau Du Toit & Louw, Plaintiff's Attorneys, 380 Loop Street, Pietermaritzburg. (Ref. B1077L/gd.)

Case 688/93

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

In the matter between **KwaZulu Finance & Investment Corp. Ltd**, Plaintiff, and **Elfreda Kubheka**, Defendant

In pursuance of a judgment granted in the above action, and a warrant of execution issued thereafter, the immovable property listed hereunder shall be sold in execution, without reserve, to the highest bidder on 14 December 1995 at 10:00, at the Magistrate's Court, Reinhold Street, Melmoth:

1. (a) *Deeds office description*: Ownership Unit B899, situated in the Township of Ulundi, District of Mahlabatini, in extent 1 393 square metres.

1. (b) *Property description* (not warranted to be correct): Vacant land. The property is fully electrified and on main sewerage. The property is zoned Residential.

2. The conditions of sale may be inspected at the Sheriff's Office, Reinhold Street, Melmoth.

Truter James de Ridder, Lincoln's Inn, 1 Victoria Lane, 7 Maxwell Street, Empangeni. [Ref. Mr De Ridder/aeh/587/93 (05/K599/587).]

Case 1072/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF LOWER UMFOLOZI HELD AT EMPANGENI

In the matter between **First National Bank Limited**, Plaintiff, and **Marius Hendrik Willem Van der Bergh Joubert**, Identity Number 5808135041086, First Defendant, and **Cornelia Anna Maria Joubert**, Identity Number 5908030073083, Second Defendant

In pursuance of a judgment granted on 20 May 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 7 December 1995 at 11:00, at the Magistrate's Court, Empangeni:

1. (a) *Deeds office description*: Lot 757, Richards Bay Extension 7, situated in the Richards Bay Transitional Council Area, Administrative District of Natal, in extent 1 002 (one thousand and two) square metres.

1. (b) *Street address*: 38 Bauhinia Bend, Arboretum, Richards Bay.

1. (c) *Property description* (not warranted to be correct): Brick and tile dwelling consisting of three bedrooms, bathroom, two separate toilets, lounge, dining-room, kitchen and garage. Separate granny flat on the property consisting of two bedrooms, bathroom, lounge and kitchen.

1. (d) *Zoning/special privileges or exemptions*: Special Residential zoning, no special privileges or exemptions.

2. The conditions of sale may be inspected at the office of the Sheriff of the Magistrate's Court, Old Sugar Mill, Empangeni, and at the offices of Schreiber Smith Attorneys, Suite 1, Richards Park, Richards Bay.

3. The sale shall be by public auction without reserve to the highest bidder.

Dated at Richards Bay this 27th day of October 1995.

Schreiber Smith, Suite 1, Richards Park Building, P.O. Box 1327, Richards Bay, 3900; c/o Schreiber Smith, Yellowwood Lodge, Norman Tedder Lane; P.O. Box 175, Empangeni, 3880. (Ref. Mrs Clarke/11/F2217/95.)

Case 2315/95

IN THE SUPREME COURT OF SOUTH AFRICA

(Natal Provincial Division)

In the matter between **ABSA Bank Limited**, Plaintiff, and **Mary Grace de Klerk**, Defendant

In execution of a judgment granted by the Supreme Court of South Africa (Natal Provincial Division) on Monday, 9 October 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, 1 December 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 6 The Court-yard, Derek Hall, 172 Loop Street, Pietermaritzburg, KwaZulu/Natal, namely:

Subdivision 241 (of 1) of Lot 1518, Pietermaritzburg, situated in the City of Pietermaritzburg, Administrative District of Natal, in extent four hundred and seven (407) square metres, which property is physically situated at 59 Camphor Road, Woodlands, Pietermaritzburg, KwaZulu/Natal, and which property is held by the above-named Defendant under and by virtue of Deed of Transfer T32053/92.

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 lounge, kitchen, three 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 cost 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 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 31st day of October 1995.

J. A. Browne, for E. R. Browne Incorporated, Plaintiff's Attorney, 10th Floor, United Building, 194 Longmarket Street, Pietermaritzburg.

Case 31/95

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KLIP RIVER HELD AT EZAKHENI

In the matter between **KwaZulu Finance and Investment Corporation Limited**, Plaintiff, and **N. E. Mabaso**, Defendant

In pursuance of a judgment granted in the above Honourable Court on 26 June 1995 and a warrant of execution, the undermentioned property will be sold in execution on Tuesday, 5 December 1995 at 15:00, in front of the Magistrate's Court, eZakheni:

Unit E2069, eZakheni, in extent 450 square metres, situated in the Administrative District of KwaZulu, held under Deed of Grant G05171/90.

Following information is furnished regarding the improvements and in this respect nothing is guaranteed:

Improvements: Concrete block under corrugated iron dwelling, comprising three bedrooms, living-room, kitchen and out-buildings, w.c. and shower.

Extent: 450.

Material conditions: The sale of the property shall be subject to the following conditions:

1. The property shall be sold by the Sheriff of Ladysmith on 5 December 1995 at 15:00, at the Magistrate's Court, eZakheni.
2. The property shall be sold without reserve to the highest bidder, provided that the Sheriff may, with the consent of the Judgment Creditor, refuse any bid. No bid less than R100 in value above the preceeding bid shall be accepted by the Sheriff.
3. The full purchase price shall be paid in cash or bank-guaranteed cheque upon conclusion of the sale.
4. The Plaintiff, the Defendant and the Sheriff gives no warranty as to the state of the property sold. The property is deemed to have been purchased voetstoots.
5. The full conditions of sale applicable can be inspected at the offices of the Plaintiff's attorney, or the Sheriff of Ladysmith.
6. The sale shall be subject to the approval by KwaZulu Finance and Investment Corporation Limited, within 21 days.

Dated at Ladysmith on this 3rd day of November 1995.

Maree & Pace, Attorney for Plaintiff, 72 Queen Street, Ladysmith, 3370. (Ref. Mr Swanepoel/CKF648.)

Case 45/95

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KLIP RIVER HELD AT EZAKHENI

In the matter between **KwaZulu Finance and Investment Corporation Limited**, Plaintiff, and **S. P. Mhlongo**, Defendant

In pursuance of a judgment granted in the above Honourable Court on 1 September 1995 and a warrant of execution, the undermentioned property will be sold in execution on Tuesday, 5 December 1995 at 15:00, in front of the Magistrate's Court, eZakheni:

Unit E3017, eZakheni, in extent 438 square metres, situated in the Administrative District of KwaZulu, held under Deed of Grant G06331/89.

Following information is furnished regarding the improvements and in this respect nothing is guaranteed:

Improvements: Concrete block under corrugated iron dwelling, comprising three bedrooms, living-room, kitchen and out-buildings, w.c. and shower.

Extent: 438.

Material conditions: The sale of the property shall be subject to the following conditions:

1. The property shall be sold by the Sheriff of Ladysmith on 5 December 1995 at 15:00, at the Magistrate's Court, eZakheni.
2. The property shall be sold without reserve to the highest bidder, provided that the Sheriff may, with the consent of the Judgment Creditor, refuse any bid. No bid less than R100 in value above the preceeding bid shall be accepted by the Sheriff.
3. The full purchase price shall be paid in cash or bank-guaranteed cheque upon conclusion of the sale.
4. The Plaintiff, the Defendant and the Sheriff gives no warranty as to the state of the property sold. The property is deemed to have been purchased voetstoots.
5. The full conditions of sale applicable can be inspected at the offices of the Plaintiff's attorney, or the Sheriff of Ladysmith.
6. The sale shall be subject to the approval by KwaZulu Finance and Investment Corporation Limited, within 21 days.

Dated at Ladysmith on this 3rd day of November 1995.

Maree & Pace, Attorney for Plaintiff, 72 Queen Street, Ladysmith, 3370. (Ref. Mr Swanepoel/CKF704.)

Case 6699/95

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF INANDA HELD AT VERULAM

In the matter between **NBS Bank Limited** (Reg. No. 87/01384/06), Plaintiff, and **Jacob Yohan and Ruth Yohan**, Defendants

In pursuance of judgment granted in the above action the immovable property listed hereunder shall be sold in execution to the highest bidder without reserve on 8 December 1995 at 10:00 at the front entrance to the Magistrate's Court, Moss Street, Verulam:

Description: Lot 1126, Caneside, situated in the City of Durban, Administrative District of Natal, in extent 259 square metres.

Postal address: 96 Caneside Drive, Caneside, Phoenix.

Improvements: Block under asbestos semi-detached dwelling consisting of three bedrooms, lounge, kitchen, toilet, bathroom, water and lights.

Town-planning zoning: Special Residential.

1. The property shall be sold without reserve to the highest bidder in terms of the Magistrate's Court rules.
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 and guarantee within twenty-one days.

The full conditions of sale may be inspected at the offices of the Sheriff of the Magistrate's Court, 2 Mountview Shopping Centre, Verulam.

Jackson & Ameen, Plaintiff's Attorney, Fifth Floor, Fenton House, Fenton Road, Durban.

Case 31789/95

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 **Nishal Sunderlal**, Defendant

In pursuance of judgment granted in the above action the immovable property listed hereunder shall be sold in execution to the highest bidder without reserve on 8 December 1995 at 10:00 at the front entrance to the Magistrate's Court, Moss Street, Verulam:

Description: Lot 929, Rydalvale, situated in the City of Durban, Administrative District of Natal, in extent 321 square metres.

Postal address: 51 Princevale Place, Rydalvale, Phoenix.

Improvements: Block under asbestos semi-detached dwelling comprising three bedrooms, lounge, kitchen, toilet, bathroom, water and lights facilities.

Town-planning zoning: Special Residential.

1. The property shall be sold without reserve to the highest bidder in terms of the Magistrate's Court rules.
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 and guarantee within twenty-one days.

The full conditions of sale may be inspected at the offices of the Sheriff of the Magistrate's Court, 2 Mount View Shopping Centre, Verulam.

Jackson & Ameen, Plaintiff's Attorney, Fifth Floor, Fenton House, Fenton Road, Durban.

Case 58918/95

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 **Ajallon Mhlabunzima Zondi, and Bongiwe Faith Zondi**, Defendants

In pursuance of judgment granted in the above action the immovable property listed hereunder shall be sold in execution to the highest bidder without reserve on 5 December 1995 at 14:00 at the front entrance to the Magistrate's Court, Somsteu Road, Durban:

Description: Lot 92, Kenhill, situated in the City of Durban, Administrative District of Natal, in extent 1 084 square metres.

Postal address: 9 Clematis Grove, Glenhills, Durban North, 4051.

Improvements: Brick and tile dwelling consisting of kitchen, dining-room with bar, lounge, verandah, toilet/shower, bedroom with bathroom/toilet/shower, three bedrooms. *Outbuildings:* Double garage, bedroom, toilet, swimming-pool and wire fencing.

Town-planning zoning: Special Residential.

1. The property shall be sold without reserve to the highest bidder in terms of the Magistrate's Court rules.
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 and guarantee within twenty-one days.

The full conditions of sale may be inspected at the offices of the Sheriff of the Magistrate's Court, 15 Milne Street, Durban.

Jackson & Ameen, Plaintiff's Attorney, Fifth Floor, Fenton House, Fenton Road, Durban.

Case 24057/94

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

In the matter between **NBS Bank Limited**, Plaintiff, and **Zibonele George Mtolo**, Defendant

In pursuance of a judgment in the Court of the Magistrate at Pietermaritzburg, dated 20 October 1994, the following immovable property will be sold in execution on Friday, 8 December 1995 at 10:00, at the Magistrate's Court, Kokstad, to the highest bidder:

Lot 1046, Bhongweni, Administrative District of Mount Currie, in extent three hundred and fifty-five (355) square metres.

The following information is furnished regarding the property, but is not guaranteed: The property is physically situated at Lot 1046, Bhongweni, Kokstad, which property consists of land improved by a single-storey dwelling-house, under brick and tile, comprising three bedrooms, bathroom, w.c., lounge, dining-room and kitchen. No outbuilding.

Material conditions of sale: The purchaser shall pay ten per cent (10%) of the purchase price in cash at the time of sale and the balance shall be paid or secured by a bank or building society guarantee approved by the Execution Creditor's attorneys, to be furnished to the Sheriff of the Magistrate's Court, Kokstad, within fourteen (14) days of the date of sale. The full conditions of sale can be inspected at the office of the Sheriff of Court, Kokstad, and interested parties may contact the Execution Creditor who may be prepared to grant loan facilities to an approved purchaser.

Dated at Pietermaritzburg on this 1st day of November 1995.

R. A. J. P. Dawson, for Leslie Simon Pretorius & Dawson, Attorneys for Plaintiff, 19 Theatre Lane, Pietermaritzburg. (Ref. Mr Dawson/Rabia/N0660/00.)

Case 2258/93

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

In the matter between **KwaZulu Finance & Investment Corporation Limited**, Plaintiff, and **Mandlenkosi Kenneth Cembali**, Defendant

In pursuance of a judgment of the Court of the Magistrate of Newcastle, and a writ of execution, dated 11 June 1993, the undermentioned property will be sold in execution on 6 December 1995 at 10:00, at the front entrance of the Magistrate's Court, Newcastle, namely:

A certain Site, Unit C3189, 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 24th day of October 1995.

Hopkins & Southey, 80 Harding Street, Newcastle.

Case 2630/95

IN THE SUPREME COURT OF SOUTH AFRICA

(Natal Provincial Division)

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Ixopo Farming Services CC**, Defendant

Be pleased to take notice that pursuant to an Order of the above Honourable Court, dated 29 September 1995, in the above-mentioned case, the immovable property described below shall be sold in execution by the Sheriff of the Supreme Court for the District of Ixopo on Friday, 15 December 1995 at 11:00, at the Magistrate's Court, Margaret Street, Ixopo, KwaZulu/Natal.

And be pleased to take notice further that the conditions of sale may be inspected at the offices of the Sheriff of the Supreme Court for the District of Ixopo, Magistrate's Court, Main Street, Ixopo, KwaZulu/Natal, at the offices of the Plaintiff's attorneys of record, Shepstone & Wylie Tomlinsons, 165 Pietermaritz Street, Pietermaritzburg, Natal.

The property which is to be put up for sale by public auction as aforesaid and the name of the registered owner of such property is set forth as follows below:

Name of registered owner: Ixopo Farming Services CC.

Description of property: Situated in the Town of Ixopo, Administrative District of Natal, Lot 415, Stuartstown, in extent 2 249 (two thousand two hundred and forty-nine) square metres.

Street address of property: 61 Margaret Street, Ixopo.

Dated at Pietermaritzburg this 2nd day of November 1995.

K. C. Anderson, for Shepstone & Wylie Tomlinsons, Plaintiff's Attorneys, 165 Pietermaritz Street, Pietermaritzburg. (Ref. KCA/jdk/12N0381/95.)

Case 187/93**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF BERGVILLE HELD AT BERGVILLE**

In the matter between **Magwaza Shabalala**, Plaintiff, and **Ida Ndebele**, Defendant

In pursuance of a judgment granted in the above Honourable Court, dated 22 November 1993, and a warrant of execution, the undermentioned property will be sold in execution on 12 January 1996 at 09:30, in front of the Magistrate's Court, Bergville:

The Remainder of Subdivision 24 (of 11) of the farm Crowfield No. 8854 situated in the Administrative District of Natal, Province of KwaZulu/Natal, in extent eighteen comma nine five four (18,5954) hectares.

The following further details of the property and the improvements thereon are given although the Execution Creditor does not warrant in any way whatsoever that this information is accurate: Various huts, places of residence and outbuildings (any prospective purchasers are advised to inspect the property themselves).

Material conditions:

1. The property shall be sold to the highest bidder subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.

2. The purchaser shall pay 10% (ten per centum) of the purchase price upon conclusion of the sale in cash and shall guarantee the balance within fourteen (14) days.

3. The property is deemed to be sold voetstoots.

4. The full conditions may be inspected at the office of the Sheriff, 5 Poort Road, Ladysmith.

Dated at Ladysmith on this the 24th day of October 1995.

Christopher, Walton & Tatham, Plaintiff's Attorneys, 133 Murchison Street, P.O. Box 126, Ladysmith, 3370. (Ref. 04N348001/WG/rg.)

Case 8031/94**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PINETOWN HELD AT PINETOWN**

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

In pursuance of a judgment of the Magistrate's Court, for the District of Pinetown, held at Pinetown and dated 5 July 1995, 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, Pinetown, on Friday, 1 December 1995 at 10:00, at the front entrance, Magistrate's Court, 22 Chancery Lane, Pinetown, KwaZulu/Natal, to the highest bidder, without reserve:

Property description: Lot 4754, Pinetown (Extension 51), situated in the Borough of Pinetown and in the Port Natal-Ebhodwe Joint Services Board Area, Administrative District of Natal, Province of KwaZulu/Natal, in extent 910 (nine hundred and ten) square metres.

Physical and postal address: 51 Nagina Drive, Marianhill, Pinetown, KwaZulu/Natal.

Improvements: Main building: A single storey brick under tile dwelling, lounge, dining-room, kitchen, three bedrooms, bathroom and toilet.

Outbuildings: Carport and wire fencing around property (the nature, extent and condition and existence of the improvements are not guaranteed, and are sold voetstoots).

Town-planning Zoning: Residential.

Special privileges: Nil.

Nothing is guaranteed in respect of the above.

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 and the auctioneer's commission in cash immediately after the sale and the balance against transfer to be secured by a bank guarantee to the Sheriff of the Magistrate's Court, within 21 (twenty-one) 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 as set from time to time by the Execution Creditor and prevailing from time to time from the date of sale to date of transfer together with interest to any bondholder/s at the rate prescribed in the Mortgage Bond/s on the respective amounts of the awards to the Execution Creditor and to the bondholder/s in the plan of distribution from the date of sale to date of transfer.

4. Transfer shall be effected by the attorneys of the Plaintiff and the purchaser shall pay all the transfer dues, including transfer duty, current and any arrear rates and other necessary charges to effect transfer upon request by the said attorneys.

5. The purchaser shall pay the Sheriff's commission calculated at 5% (five per centum) on the first R20 000 (twenty thousand rand) of the purchase price and 3% (three per centum) on the balance of the purchase price.

6. The full conditions of sale may be inspected at the offices of the Sheriff of the Magistrate's Court, 2 Samkit Centre, 62 Caversham Road, Pinetown, KwaZulu/Natal.

Dated at Durban on this the 2nd day of November 1995.

Johnston Easton-Berry, Execution Creditor's Attorneys, 801 Norwich Life House, 9 Gardiner Street, Durban. (Ref. R. Easton-Berry/EVV/03S005525.)

Case 3890/95

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Nyinyi Million Sigwebela**, Defendant

In terms of a judgment of the above Honourable Court dated 26 July 1995 a sale in execution will be held on 8 December 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 without reserve:

Ownership Unit No. E259 in the Township of Umlazi, District of Umlazi, in extent of 325 square metres, represented and described on General Plan No. BA 17/1966, held under Deed of Grant No. G1723/87 signed at Ulundi on 26 January 1987.

Physical address: D259 Umlazi.

The following information is furnished but not guaranteed:

Brick under asbestos dwelling consisting of two bedrooms, dining-room, lounge, bathroom, kitchen, water and light facilities. The nature, extent, condition and existence of the improvements are not guaranteed, and are sold voetstoots.

The aforesaid sale shall be subject to the conditions of sale which may be inspected at the office of the Sheriff of the Supreme Court at Umlazi.

Dated at Durban this 2nd day of November 1995.

Strauss Daly Inc., Attorneys, 11th Floor, The Marine, 22 Gardiner Street, Durban. (Ref. Mrs D. Varty/Z00842/OE.)

Case 6591/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF INANDA HELD AT VERULAM

In the matter between **Nedcor Bank Limited**, Execution Creditor, and **Martin Welcome Mfusi**, Execution Debtor

In pursuance of a judgment granted on 3 August 1993 in the Magistrate's Court for the District of Inanda Area 1, held at Verulam and a writ of execution issued thereunder, the immovable property listed hereunder will be sold in execution on Friday, 1 December 1995 at the front entrance to the Magistrate's Court Building, Moss Street, Verulam, at 10:00:

Description: Ownership Unit E1477, in the Township of Ntuzuma, District of Ntuzuma, in extent seven hundred and fifty (750) square metres, represented and described on General Plan No. PB 421/1986 held under Deed of Grant No. G.7500/87.

Street address: Unit E1477, Ntuzuma.

Improvements: A face brick under tile dwelling consisting of lounge, dining-room, kitchen, TV room, four bedrooms (one bedroom with en-suite), toilet with bathroom and single garage. Water and lights facilities, air conditioner and face brick fencing.

Zoning: Special Residential (nothing guaranteed).

The sale shall be for rands and no bids of less than one hundred rand (R100) shall be accepted.

The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.

1. The purchaser shall pay a deposit of ten per cent (10%) of the purchase price in cash immediately after the sale and the balance against transfer to be secured by a bank or building society guarantee to be approved by the Plaintiff's attorneys, to be furnished to the Sheriff of the Court of the auctioneer within fourteen (14) days after the sale.

2. The purchaser shall be liable for payment of interest at the rate of 17,25% (seventeen comma two five per cent) per annum to the bondholder, Nedcor Bank Limited (formerly Nedperm Bank Limited formerly South African Permanent Building Society), on the amount outstanding by the Execution Debtor to the Execution Creditor as at the date of sale or the purchase price whichever is the lesser, calculated from the date of sale to the date of transfer, both days inclusive.

3. Transfer shall be effected by the attorneys for the Execution Creditor and the purchaser shall pay all transfer costs, including transfer duty, current rates and other necessary charges to effect transfer upon request by the said attorney.

4. The property and the improvements thereon are sold voetstoots and without any warranties.

5. The full conditions of sale may be inspected at the office of the Sheriff of the Magistrate's Court, 2 Mountview Shopping Centre, corner of Inanda and Jacaranda Road, Verulam [Tel. (0322) 33 1037.]

Dated at Durban this 27th day of October 1995.

Livingston Leandy Incorporated, Execution Creditor's Attorneys, 10th Floor, First National Bank Building, corner of Smith and Field Streets, Durban. [Ref. Mr Pentecost.]

Case 5687/95

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF INANDA HELD AT VERULAM

In the matter between **Verna Naidoo**, First Plaintiff, and **Nithianandan Mudaly**, Second Plaintiff, and
Ashookkumar Kaylass, First Defendant, and **Bhanmathie Kaylass**, Second Defendant

In pursuance of a judgment of the above Honourable Court dated 21 August 1995 a sale in execution will be held on Friday, 8 December 1995 at 10:00, at the front entrance to the Magistrate's Court Building, Moss Street, Verulam, when the following property will be sold by the Sheriff of the Magistrate's Court for Inanda Area 1, to the highest bidder:

Lot 142, Foresthaven, situated in the City of Durban, Administrative District of Natal, in extent 304 (three hundred and four) square metres, street address being 37 Berghaven Road, Foresthaven, Phoenix.

Improvements: The following information is furnished but nothing is guaranteed in this regard: Block under asbestos semi detached dwelling comprising of: *Downstairs:* Kitchen, lounge and toilet. *Upstairs:* Two bedrooms and bathroom. *Outhouse:* Bedroom, kitchen and toilet.

The sale shall be subject to the following conditions:

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act, as amended, and the rules made thereunder.

2. The purchaser shall in addition to the auctioneer's commission pay a deposit of 10% (ten per cent) of the purchase price immediately after the sale and the balance 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 within fourteen (14) days after the date of sale.

3. The purchaser shall be liable for payment of interest at the prevailing bond rate to the ABSA Bank which is the first bondholder and to the Plaintiffs at the rate of 24% (twenty four per cent) per annum, from the date of the sale to date of registration of transfer.

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 and any other charges necessary to effect transfer upon request by the said attorneys.

The full conditions of sale may be inspected at the offices of the Sheriff of the Magistrate's Court, Inanda, Area 1, 2 Mountview Shopping Centre, corner of Inanda and Jacaranda Road, Verulam.

Dated at Durban on this the 8th day of November 1995.

Perumaul & Perumaul, Plaintiff's Attorneys, Suite 1, Second Floor, Gem City, 54 Parthenon Street, Starwood Town Centre, Phoenix. (Ref. Mr Perumaul/SP.)

Case 373/95

IN THE SUPREME COURT OF SOUTH AFRICA

(Natal Provincial Division)

In the matter between **Shell South Africa (Pty) Limited**, Execution Creditor, and **Will-O-East Motors CC**,
First Execution Debtor, and **Garth Clint de Lange**, Second Execution Debtor

In pursuance of a judgment in the Supreme Court (Natal Provincial Division) dated 31 August 1995 and a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 8 December 1995 at 09:00, at the office of the Sheriff of the Supreme Court, for the District of Pietermaritzburg, 6 Courtyard, Derek Hall, 172 Loop Street, Pietermaritzburg, to the highest bidder without reserve:

Property description: Subdivision 1 of Lot 3311, Pietermaritzburg, situated in the City of Pietermaritzburg, Administrative District of Natal, in extent 5 770 (five thousand seven hundred and seventy) square metres, held by Deed of Transfer T22693/93 (hereinafter referred to as the property).

Physical address: 2 Maryvale Road, Eastwood, Pietermaritzburg.

Improvements: Forecourt with canopy and four pump islands. *Service station building:* Two workshop bays, two offices, shell shop area, convenience store area, store-room, spares store, cashier area, pump attendant room, safe room, staff toilets, attendant toilets and workshop yard area. *Taxi building:* Wash area, rest room, change room and toilets (the nature, extent, condition and existence of the improvements are not guaranteed and are sold voetstoots).

Zoning (the accuracy hereof is not guaranteed): Commercial.

1. The sale shall be subject to the terms and conditions of the Supreme Court Act and the rules made thereunder.

2. The purchaser (other than the Execution Creditor) shall pay a deposit of 10% (ten per cent) of the purchase price in cash at the time of the sale together with the auctioneer's commission.

3. The balance of the purchase price is payable against the transfer to be secured by a bank or building society guarantee approved by the Execution Creditor's attorneys and to be furnished within fourteen (14) days after the date of sale.

4. 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 purchaser shall be liable for the payment of interest at the rate of 20,25% (twenty comma two five per cent) per annum, to the first bondholders, 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.

6. The full conditions of sale may be inspected at the offices of the Sheriff of the Supreme Court, Pietermaritzburg, 6 Courtyard, Derek Hall, 172 Loop Street, Pietermaritzburg.

Dated at Pietermaritzburg on this 6th day of November 1995.

K. C. Anderson, for Shepstone & Wylie Tomlinsons, Execution Creditor's Attorney, 165 Pietermaritz Street, Pietermaritzburg. (Ref. KCA/lw/12S0369/95.)

Case 4114/92

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

In the matter between **Saambou Bank Limited** (No. 87/05437/06), Plaintiff, and **Vusumuzi Samson Ncala**, Defendant

In pursuance of a judgment granted on 15 December 1992, in the Court of the Magistrate, Durban, and under a writ of execution issued thereafter, the immovable property listed hereunder shall be sold in execution to the highest bidder on 8 December 1995 at 10:00, at the front entrance, Magistrate's Court Building, Moss Street, Verulam:

Description: Site D1908, situated in the Township of KwaMashu, and in the District of Ntuzuma, in extent 380 (three hundred and eighty) square metres.

Postal address: D1908, KwaMashu.

Improvements: Brick under tile dwelling consisting of two bedrooms, lounge, kitchen, toilet with bathroom, water and lights facilities (the nature, extent, condition and existence of the improvements are not guaranteed, and are sold voetstoots).

Town-planning zoning: Residential.

Special privileges: Nil.

Nothing is guaranteed in respect of the above.

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act, and the rules made thereunder.

2.1 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 for the Magistrate's Court of the Court within fourteen days after the sale to be approved by the Plaintiff's attorneys.

2.2 The purchaser shall be liable for payment of interest at the rate as set from time to time by Saambou and prevailing from time to time from the date of sale to date of transfer together with interest to any other bondholder/s at the rate prescribed in the mortgage bond/s on the respective amounts of the awards to the Execution Creditor and to the bondholder/s in the plan of Distribution from the date of sale to date of transfer.

3. Transfer shall be effected by the attorneys of the Plaintiff and the purchaser shall pay all the transfer dues, including transfer duty, current and any arrear rates and other necessary charges to effect transfer upon request by the said attorneys.

The full conditions of sale may be inspected at the offices of the Sheriff for the Magistrate's Court, Verulam, at Verulam.

Dated at Durban on this 20th day of October 1995.

J. Krog, for Du Toit Havermann & Krog, Plaintiff's Attorney, Stafmayer House, Beach Grove, Durban. (Ref. 0756300217.)

Case 1259/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF UMZINTO HELD AT SCOTTBURGH

In the matter between **Umzinto North Town Board**, Plaintiff, and **C. K. James**, First Defendant, and **V. James**, Second Defendant

In the pursuance of a judgment in the Magistrate's Court, Umzinto District, held at Scottburgh, dated 11 October 1994, and a writ of execution, dated 21 October 1994, the undermentioned property will be sold on 8 December 1995 at 10:00, at the main entrance to the Sheriff's Office, 1 Savell Place, Scottburgh South:

Description: Lot 623, Umzinto Extension 4, situated in the Scottburgh/Umzinto North Transitional Local Council Area, and in the Southern Natal Joint Services Board Area, Administrative District of Natal, Province of KwaZulu/Natal, in extent 1 271 square metres, and situated in Malibu Drive, Umzinto, consisting of brick and plaster under tile dwelling, consisting of lounge, dining-room, open plan kitchen, three bedrooms all having built-in cupboards, having main en suite, full bathroom, front verandah and garage.

Postal address: P.O. Box 222, Umzinto, 4200.

Zoning: Residential.

But nothing is guaranteed in these respects.

1. The property shall be sold to the highest bidder and shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder and of the title deeds in so far as these are applicable.

2. The purchaser shall pay ten per cent (10%) of the purchase price in cash immediately after the sale and the balance shall be held at secured by a satisfactory bank or building society guarantee to be approved by the Plaintiff's attorneys, to be furnished to the Sheriff, Umzinto District, within fourteen (14) days of the date of sale.

3. The purchaser shall pay auctioneer's charges on the date of sale and in addition transfer duties, costs of transfer plus arrear rates and any other charges necessary to effect transfer upon request by the attorney for the Execution Creditor.

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

Singh & Gharbaharan, Plaintiff's Attorneys, First Floor, Mosque Centre, Main Road, Umzinto; P.O. Box 293, Umzinto, 4200.

Case 71347/92

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

In the matter between **Danny Moodley**, Judgment Creditor, and **Ron Robus**, trading as Saw 'n All (Ronald Harold Robus), Judgment Debtor

In pursuance of a judgment in the Magistrate's Court at Durban, dated 15 June 1995, and a writ of execution issued thereafter, the property listed hereunder will be sold in execution on 12 December 1995 at 14:00, at the front steps of the Magistrate's Court, Somtseu Road, Durban, to the highest bidder:

Remainder of Lot 429, Duiker Fontein, situated in the City of Durban, Administrative District of Natal, Province of KwaZulu, Natal, in extent 1 181 (one thousand one hundred and eighty-one) square metres and having its physical address as 173 Belvedere Road, Red Hill, Durban.

Postal address: 173 Belvedere Road, Red Hill, Durban.

The following improvements are reported to be on the property, but nothing is guaranteed: Dwelling consisting of brick and iron roof, laundry room (tiled), kitchen (wooden floor), three bedrooms (wooden floor), bathroom, toilet, wash basin, main shower and bath under construction, lounge, bar-room (tiled), dining-room (tiled), outside room (tiled).

Vacant possession is not guaranteed.

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff, 15 Milne Street, Durban. A substantial bank loan can be raised for an approved purchaser with prior approval.

Dated at Durban on this 6th day of November 1995.

John Hudson & Co., Execution Creditor's Attorneys, 1803 Eagle Building, 359 West Street, Durban.

Case 73091/94

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 **Sarah Bibi Dawood**, Defendant

In pursuance of judgment granted in the above action the immovable property listed hereunder shall be sold in execution to the highest bidder without reserve on 8 December 1995 at 10:00, at the front entrance to the Magistrate's Court, Moss Street, Verulam:

Description: Lot 208, Stanmore, situated in the City of Durban, Administrative District of Natal, in extent 196 square metres.

Postal address: 39 Batonsmore Crescent, Stanmore, Phoenix.

Improvements: Block under tile double storey semi-detached dwelling, comprising of:

Upstairs: Three bedrooms and bathroom.

Downstairs: Lounge, kitchen and toilet.

Town-planning zoning: Special Residential.

1. The property shall be sold without reserve to the highest bidder in terms of the Magistrates' Courts rules.
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 and guarantee within 21 days.

The full conditions of sale may be inspected at the offices of the Sheriff of the Magistrate's Court, 2 Mountview Shopping Centre, Verulam.

Jackson & Ameen, Plaintiff's Attorney, Fifth Floor, Fenton House, Fenton Road, Durban.

Case 39877/95

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 **Simon Leopold Peters**, Defendant

In pursuance of a judgment granted on 10 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 8 December 1995 at 10:00, at the front entrance to the Magistrate's Court, Moss Street, Verulam:

Description: Lot 413, Eastbury, situated in the City of Durban, Administrative District of Natal, in extent 323 square metres.

Postal address: 496 Longbury Drive, Eastbury, Phoenix.

Improvements: Face brick under tile double storey dwelling consisting of:

Upstairs: Four bedrooms with en-suite, TV lounge, toilet and bathroom.

Downstairs: Single garage, lounge, kitchen, dining-room, water and lights.

Town-planning zoning: Special Residential.

Special privileges: Nil.

Nothing is guaranteed in the above respects.

1. (a) The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.
(b) The property shall be sold without reserve to the highest bidder.
2. (a) The purchaser shall pay a deposit of 10% (ten per centum) of the purchase price and the auctioneer's commission in cash immediately after the sale and the balance to be secured by a bank or building society guarantee to be furnished to the Sheriff of the Court or the auctioneer within 21 (twenty-one) days after the sale to be approved by the Plaintiff's attorneys.
(b) The purchaser shall be liable for payment of interest at the rate of 17,25% (seventeen comma two five per cent) per annum to the Execution Creditor on the respective amount of the awards in the plan of distribution from the date of sale to date of transfer.

3. Transfer shall be effected by the attorneys of the Plaintiff and the purchaser shall pay all the transfer dues, including transfer duty, current and any arrear rates, and other necessary charges to effect transfer upon request by the said attorneys.

The full conditions of sale may be inspected at the offices of the Sheriff of the Magistrate's Court, Inanda (1).

Jackson & Ameen, Plaintiff's Attorneys, Fifth Floor, Fenton House, Fenton Road, Durban. (Ref. Colls/P. Murugan/KK/05N225104.)

Case 51142/95

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 **Collin Paul and Umadevi Paul**, Defendants

In pursuance of judgment granted in the above action the immovable property listed hereunder shall be sold in execution to the highest bidder without reserve on 19 December 1995 at 10:00, at the front entrance to the Magistrate's Court, Chatsworth:

Description: Subdivision 889, of the farm Chat One 14542, situated in the City of Durban, Administrative District of Natal, in extent 342 square metres.

Postal address: 1 Insight Place, Croftdene, Chatsworth.

Improvements: Semi-detached double storey block under asbestos roof dwelling comprising of two bedrooms, lounge, kitchen, toilet and bathroom.

Town-planning zoning: Special Residential.

1. The property shall be sold without reserve to the highest bidder in terms of the Magistrate's Court rules.

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 and guarantee within 21 days.

The full conditions of sale may be inspected at the offices of the Sheriff of the Magistrate's Court, Chatsworth.

Jackson & Ameen, Plaintiff's Attorney, Fifth Floor, Fenton House, Fenton Road, Durban.

Case 548/95

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT SHEPSTONE HELD AT PORT SHEPSTONE

In the matter between **Nedcor Bank Limited**, Execution Creditor, and **Annette Ruth Whitfield**, First Execution Debtor, and **Lyster Vaughan Wyndham Whitfield**, Second Execution Debtor

In pursuance of a judgment in the Court of the Magistrate at Port Shepstone dated 25 May 1995, the following immovable property will be sold in execution on 8 December 1995 at 09:00, at the Magistrate's Court, Port Shepstone, to the highest bidder:

Lot 327, Shelly Beach, situated in the Margate Transitional Local Council Area and in the Southern Natal Joint Services Board Area, Administrative District of Natal, Province of KwaZulu/Natal, in extent 1 187 square metres.

The property is situated at Lot 327 Lanyon Street, Shelly Beach.

Upon the property is a dwelling under brick and tile consisting of lounge cum dining-room, main en-suite, three bedrooms, bathroom, kitchen divided with a breakfast nook, verandah, double garage, laundry, enclosed courtyard, servant's room, servant toilet, shower and washbasin.

Material conditions of sale:

The purchaser shall pay 20% (twenty per cent) of the purchase price in cash at the time of sale and the balance shall be paid or secured by a bank or building society guarantee approved by the Execution Creditor's attorneys, to be furnished to the Sheriff of the Magistrate's Court, Port Shepstone, within fourteen (14) days of the date of sale. The full conditions of sale can be inspected at the office of the Sheriff of the Magistrate's Court, 17 Riverview Road, Sunwich Port, Natal, and interested parties are asked to contact the Execution Creditor whom may be prepared to grant loan facilities to an approved purchaser.

Dated at Margate on this 9th day of November 1995.

John Crickmay & Co., Execution Creditor's Attorney, First Floor, Gird Mowat Centre, P.O. Box 156, Margate; 50 Bisset Street, Port Shepstone.

Case 1251/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF UMZINTO HELD AT SCOTTBURGH

In the matter between **Umzinto North Town Board**, Plaintiff, and **Karan Karan**, Defendant

In the pursuance of a judgment in the Magistrate's Court, Umzinto District held at Scottburgh dated 14 November 1994 and a writ in execution dated 6 December 1994, the undermentioned property will be sold on 8 December 1995 at 10:00, at the main entrance to the Sheriff's Office, 1 Savell Place, Scottburgh South.

Description: Lot 540, Umzinto Extension 2, situated in the Scottburgh/Umzinto North Transitional Local Council Area, and in the Southern Natal Joint Services Board Area, Administrative District of Natal, Province of KwaZulu/Natal, in extent 1 271 square metres, and situated in Petunia Road, Umzinto.

Consisting of: Brick and plaster under asbestos dwelling, consisting of front verandah, lounge, kitchen and four bedrooms (one has built-in-cupboards and one has bathroom and toilet). *Outbuildings:* Toolroom, concrete and cement structure consisting of large garage, room, kitchen, bathroom with toilet and asbestos and iron shed.

Postal address: P.O. Box 367, Umzinto, 4200.

Zoning: Residential.

Nothing is guaranteed in these respects.

1. The property shall be sold to the highest bidder and shall be subjected to the terms and conditions of the Magistrate's Court Act and the rules made thereunder and of the title deeds in so far as these are applicable.

2. The purchaser shall pay 10% (ten per cent) of the purchase price in cash immediately after the sale and the balance shall be held or secured by a satisfactory bank or building society guarantee to be approved by the Plaintiff's attorneys, to be furnished to the Sheriff, Umzinto District, within 14 (fourteen) days of the date of sale.

3. The purchaser shall pay auctioneer's charges on the date of sale and in addition transfer duties, costs of transfer plus arrear rates and any other charges necessary to effect transfer upon request by the attorney for the Execution Creditor.

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

Singh & Gharbaharan, Plaintiff's Attorneys, First Floor, Mosque Centre, Main Road, Umzinto, P.O. Box 293, Umzinto, 4200.

Case 5511/90

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

In the matter between **Nedperm Bank Limited**, Plaintiff, and **D. A. Ndlovu**, Defendant

In pursuance of a judgment in the above action, immovable property listed hereunder will be sold voetstoots in execution on 8 December 1995 at 10:00, in front of the Magistrate's Court Building, 22 Chancery Lane, Pinetown:

Description: Unit A4969, in the Township of KwaNdengezi, District of Mpumalanga, in extent of 697 square metres, represented and described on General Plan BA109/1969, held by Deed of Grant G3791/87.

Physical address: Unit A4969, KwaNdengezi Township.

Improvements: Single storey, brick dwelling under tile, three bedrooms, bathroom, lounge and kitchen.

1. 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 an acceptable bank or building society guarantee to be furnished within fourteen (14) days after date of sale.

2. The full conditions may be inspected at the office of the Sheriff, Pinetown, or at Dickinson & Theunissen.

Dickinson & Theunissen, Plaintiff's Attorneys, Second Floor, Permanent Building, Chapel Street, Pinetown.

Case 2717/94

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

In the matter between **KwaZulu Finance & Investment Corporation Ltd**, Plaintiff, and **Hilda Sonto Chamane**, Defendant

In pursuance of a judgment granted on 25 May 1995, in the Magistrate's Court, for the District of Umlazi, held at Umlazi.

The property which will be put up on auction on Wednesday, 13 December 1995 at 10:00, at the main entrance, Umlazi Magistrate's Court, under national flag.

Description: Unit W763, in the Township of Umlazi, District of Umlazi, measuring 420 square metres, and described on General Plan PB 134/1990, held by virtue of Deed of Grant G004702/91.

Postal address: Unit W763, Umlazi.

Improvements: Two bedrooms, bathroom, kitchen, electricity, brick and plaster structure, no fence, dining-room, no lounge, no garage, no outbuilding and tiled roof.

The conditions of sale: The purchase price will be payable as to cash.

The full conditions of sale which will be read immediately prior to the sale, may be inspected at main entrance, Umlazi Magistrate's Court, Umlazi.

A substantial loan can be raised for an approved purchaser with prior approval.

Dated at Durban on this 8th day of November 1995.

Linda Zama & Company, Execution Creditor's Attorneys, Sixth Floor, Saambou Building, 397 Smith Street, Durban. (Ref. NT/sj/09K001102.)

Case 1817/95

IN THE SUPREME COURT OF SOUTH AFRICA

(Natal Provincial Division)

In the matter between **Kwa-Dukuza/Stanger Transitional Local Council**, Applicant, and **The registered owners of various immovable properties situated within the Applicant's area of jurisdiction**, Respondents

Be pleased to take notice that pursuant to an Order of the above Honourable Court, dated 5 July 1995 in the above-mentioned case, the immovable properties described below shall be sold in execution by the Sheriff of the Supreme Court for the District of Stanger, Lower Tugela, on Friday, 15 December 1995 commencing at 10:00, at the front entrance of the Magistrate's Court, Cooper Street, Stanger, with the sale of the first property mentioned in the Schedule below and thereafter on the conclusion of each sale the sale of the next property on the Schedule shall commence.

And be pleased to take notice further that the conditions of sale may be inspected at the offices of the Sheriff of the Supreme Court for the District of Stanger, Lower Tugela, 116 Cooper Street, Stanger, and at the offices of the Applicant's attorneys of record, Shephstone & Wylie Tomlinsons, 165 Pietermaritzburg Street, Pietermaritzburg, Natal.

The properties which are to be put up for sale by public auction as aforesaid and the names of the registered owners of such properties are set forth as follows below:

Description of property: All situated in the Borough of Stanger, Administrative District of Natal.

SCHEDULE

<i>Name of registered owner</i>	<i>Description of property</i>	<i>Street address of property</i>
Olifantshoek Research	Lot 244	134 Balcomb Street.
Du Casse, C. N.	Lot 316	30 Russell Street.
Fishnet Properties (Pty) Ltd	Lot 324	8 Curtis Smith Street.
Moodley Ganas	Lot 325	10 Curtis Smith Street.
Latchmy	Lot 416	28 Flamboyant Drive.
Gungadeen Sookdeo	Lot 657	6 High Street.
Pillay, S. G., and N.	Lot 714	4 Second Street.
Brijlall, M. D., and M.	Lot 731	18 Court Road.
Venketsamy	Lot 732	20 Court Road.
Guman, A., and I. Badul	Lot 740	2 Court Road.
Moodley, V. S.	Lot 776	32 King George Road.
Moodley, V. S.	Lot 778	30 King George Road.
Kajee, A. S.	Lot 825	2 Clarke Road.
Kajee, A. S.	Lot 831	4 Clarke Road.
Singh, Y., and five others	Lot 973	3 Hydrangea Road.
Naidoo, M. P.	Lot 974	1 Hydrangea Road.
Homeview Estates (Pty) Ltd	Lot 1157	Stanger.
Homeview Estates (Pty) Ltd	Lot 1158	Stanger.
Homeview Estates (Pty) Ltd	Lot 1168	Stanger.
Homeview Estates (Pty) Ltd	Lot 1176	Stanger.
Karim Abdul Aziz	Lot 1481	17 Clover Road.
Naidoo, D. V.	Lot 1539	19 Tulip Road.
Moodley, G.	Lot 1591	3 Primrose Street.
Maharaj, B., and R.	Lot 1627	16 Warren Road.
Mitha Zulekha	Lot 1637	12 Petunia Street.
Moodley, V. S., and P.	Lot 1741	7 Petunia Street.
Govender, S.	Lot 1822	54 Zinnia Street.
Pillay, A., and T.	Lot 1857	35 Daffodil Street.
S3 of 1860 Stanger CC	Subdivision 3 of Lot 1860	5 Geranium Street.
Gungadeen S., and I. D.	Lot 1861	60 Manor Drive.
Govender, M., and J.	Lot 1898	15 Lily Road.
Arikam, S. R.	Lot 1931	10 Lily Road.
Moodley, V. S., and P.	Lot 1945, Extension 19	Lotus Road.
Pillay, G., and M. A.	Lot 2098	73 Manor Drive.
Duwarek Makraj	Lot 2100	77 Manor Drive.
Brijnath, B.	Lot 2167	20 Freesia Road.
Kajee Yusoo	Lot 1 of Lot 2196	162 Hulett Street.
Naidoo, D. A., and P. J.	Lot 2594	6 Valley Road.
Tepest Investment Consortium CC	Lot 3377, Extension 22	21 Van der Wagen Drive.
Brijlall, M. D., and M.	Lot 3673, Extension 31	64 Clover Road.
Pillay, P., and P.	Lot 16, Warrenton	19 Acacia Road.
Anthony muthu	Lot 17, Warrenton	23 Gibson Road.
Anthony muthu	Lot 18, Warrenton	17 Acacia Road.
Ganie, Y., and S. B.	Lot 56, Warrenton	11 Protea Road.
Nagamma, M. R. S.	Lot 75, Warrenton	5 Willow Road.
Ganie, Y., and S. D.	Lot 74, Highridge	40 Ebrahim Drive.
Pillay, K., and S.	Lot 127, Highridge	37 Joelah Drive.
Singh, R. E., and S.	Lot 321, Highridge	60 Canna Road.
Singh, R. E., and S.	Lot 324, Highridge	66 Canna Road.
Mkhize, K., and G. H.	Lot 326, Highridge	70 Canna Road.
Moodley, N.	Lot 578, Highridge	78-80 Ebrahim Drive.
Chetty D., and S., and V.	Lot 14, Subdivision 55, Portion 16, now Lot 5594	Lot 14.
Maraj Harilall	Lot 14, Subdivision 57, now Lot 5596	Lot 14, Subdivision 57.
Subbadu, K., and others	Lot 15, Remainder of Subdivi- sion 16, Portion 5, now Lot 5524	Lot 15.

There are no improvements to the above properties.

Dated at Pietermaritzburg this 26th day of October 1995.

K. C. Anderson, for Shepstone & Wylie Tomlinsons, Applicant's Attorneys, 165 Pietermaritz Street, Pietermaritzburg. (Ref. KCA/jdk/12B0207/94.)

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

In the matter between **Body Corporate of Shipley Court**, Plaintiff, and **H. E. Jooste**, Defendant

In pursuance of a judgment granted on 21 December 1994, in the Durban Magistrate's Court, and under a writ of execution issued thereafter, the immovable properties listed hereunder will be sold in execution on 14 December 1995 at 14:00, in front of the Magistrate's Court, Somerset Road, Durban, to the highest bidder:

Description: Section 3 as shown and more fully described in Sectional Plan SS190/87 in the scheme known as Shipley Court in respect of 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 69 (sixty-nine) 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 by a Deed of Transfer S4030/90.

Physical address: Flat 3, Shipley Court, 376 Point Road, Durban, Natal.

Improvements: Sectional title unit comprising of kitchen, lounge and dining-room, bathroom, toilet and one and a half bedrooms.

Town-planning zone: Special Residential.

Special privileges: Nil.

Description: Section 6 as shown and more fully described in Sectional Plan SS190/87 in the scheme known as Shipley in respect of 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 80 (eighty) 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 by a Deed of Transfer S4030/90.

Physical address: Flat 6, Shipley Court, 376 Point Road, Durban, Natal.

Improvements: Sectional title unit comprising kitchen, lounge/dining-room, bathroom, toilet and one and a half bedrooms.

Town-planning zone: Special Residential.

Special privileges: Nil.

Description: Section 15 as shown and more fully described in Sectional Plan SS190/87 in the scheme known as Shipley, in respect of 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 16 (sixteen) 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 by a Deed of Transfer S10943/92.

Physical address: Shipley Court, 376 Point Road, Durban, Natal.

Improvements: Garage.

Town-planning zone: Special Residential.

Special privileges: Nil.

Description: Section 13 as shown and more fully described in Sectional Plan SS190/87 in the scheme known as Shipley, in respect of 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 16 (sixteen) 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 by a Deed of Transfer S4030/90.

Physical address: Shipley Court, 376 Point Road, Durban, Natal.

Improvements: Garage.

Town-planning zone: Special Residential.

Special privileges: Nil.

Nothing is guaranteed in the above respects.

Material conditions:

The sales shall be subject to the following conditions:

1. (a) The sales shall be subject to the terms and conditions of the Magistrates' Courts Act, and the rules made thereunder as well as the further conditions of sale which have been forwarded to the Sheriff.

(b) The properties are sold *voetstoots* and nothing in respect set out below is guaranteed.

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-guarantee in a form acceptable to the Execution Creditor's attorneys, to be furnished to the Execution Creditor within 14 (fourteen) days after the date of sale.

3. The purchaser shall be liable for payment of interest at the rate of 15.5% (fifteen comma five per centum) per annum to the Execution Creditor and to the Bondholder/s at a prescribed rate of interest per annum on the respective amounts of the awards to the Execution Creditor and to the Bondholder/s in the plan of distribution from the date of sale to date of transfer both days inclusive.

4. Transfer shall be effected by the attorneys for the Execution Creditor 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 demand therefor by the Execution Creditor's attorneys.

5. The full conditions of sale may be inspected at the offices of the Sheriff of the Magistrate's Court, 15 Milne Street, Durban, Natal.

6. Payment of Value-Added Tax, which may be applicable in terms of Act No. 38 of 1991, shall be borne by the purchaser.

7. The purchaser agrees that there is no obligation on the seller to furnish an electrical installation certificate of compliance issued under the Regulation in terms of the Occupational Health and Safety Act, 1933 or any amendment thereof. The purchaser will be obliged at his own cost, to obtain such certificate as from date of occupation or registration whichever is the earlier.

Dated at Durban this 5th day of November 1995.

Garlicke & Bousfield Inc., Execution Creditor's Attorneys, 22nd Floor, Durban Bay House, 333 Smith Street, Durban. (Ref. N. Gafney.)

ORANGE FREE STATE ORANJE-VRYSTAAT

Case 16931/95

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

In the matter between **Saambou Bank Limited**, Judgment Creditor, and **Wynand Johannes Marthunis Pretorius**, First Judgment Debtor, and **Hester Catherina Pretorius**, Second Judgment Debtor

In pursuance of judgment granted on 8 September 1995, in the Bloemfontein Magistrate's Court and under a writ of execution issued thereafter the immovable property listed hereunder will be sold in execution on 1 December 1995 at 10:00, at entrance Magistrate's Court, Peet Avenue, Bloemfontein, to the highest bidder:

Description: Erf 13095 (Extension 77), situated in the City and District of Bloemfontein, situated at 29 Mellville Drive, Brandwag, Bloemfontein, in extent seven hundred and sixty-three (763) square metres, comprising a dwelling-house with outbuildings, held by the Defendant in his name under Deed of Transfer T13518/94.

The full conditions may be inspected at the offices of the Sheriff of the Magistrate's Court, Barnes Street, Bloemfontein, or at the offices of the undermentioned attorneys.

Dated at Bloemfontein this 27th day of October 1995.

P. D. Yazbek, for Lovius-Block, Plaintiff's Attorneys, Ground Floor, Standard Bank House, St Andrew Street, Bloemfontein; P.O. Box 819, Bloemfontein. [Tel. (051) 30-3874.]

Saak 13675/95

IN DIE LANDDROSHOF VIR DIE DISTRIK WELKOM GEHOU TE WELKOM

In die saak tussen **Saambou Bank**, Eiser, en **E. D. Mokoena**, Verweerder

Ingevolge 'n vonnis in die Landdroshof, Welkom, en 'n lasbrief vir eksekusie gedateer 4 Oktober 1995, sal die volgende eiendom by wyse van openbare veiling in eksekusie verkoop word op 1 Desember 1995 om 11:00, voor die Landdroskantore, Tulbachstraat-ingang, Welkom:

Erf 19985, geleë in die dorpsgebied Thabong, distrik Welkom, groot 223 (tweehonderd drie-en-twintig) vierkante meter.

Verbeterings: Bestaande uit sitkamer/eetkamer, drie slaapkamers, badkamer en kombuis.

Voorwaardes van verkoping:

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

2. Die koopprys van 10% (tien persent) van die koopprys in kontant onmiddellik na afhandeling van die veiling en die onbetaalde balans, tesame met rente daarop bereken teen 19,25% (negentien komma twee vyf persent) per jaar vanaf datum van verkoping tot datum van registrasie van transport, sal binne 21 (een-en-twintig) dae betaal word of gewaarborg word deur 'n goedgekeurde bank- of bougenootskapwaarborg.

3. Die volle verkoopvoorwaardes wat deur die afslaer uitgelees sal word, onmiddellik voor die verkoping, kan gedurende kantoorure by die kantoor van die Balju, Welkom, nagesien word.

Geteken te Welkom op hierdie 23ste dag van Oktober 1995.

J. Fourie, vir Van Rooyen Mostert Fourie, Heeren II-gebou, Heerenstraat, Posbus 4, Welkom.

Saak 13676/95

IN DIE LANDDROSHOF VIR DIE DISTRIK WELKOM GEHOU TE WELKOM

In die saak tussen **Saambou Bank**, Eiser, en **S. Z. Ntlari**, Verweerder

Ingevolge 'n vonnis in die Landdroshof, Welkom, en 'n lasbrief vir eksekusie gedateer 4 Oktober 1995, sal die volgende eiendom by wyse van openbare veiling in eksekusie verkoop word op 1 Desember 1995 om 11:00, voor die Landdroskantore, Tulbachstraat-ingang, Welkom:

Erf 19370, geleë in die dorpsgebied Thabong, distrik Welkom, groot 253 (tweehonderd drie-en-vyftig) vierkante meter.

Verbeterings: Bestaande uit sitkamer, twee slaapkamers, badkamer en kombuis.

Voorwaardes van verkoping:

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

2. Die koopprijs van 10% (tien persent) van die koopprijs in kontant onmiddellik na afhandeling van die veiling en die onbetaalde balans, tesame met rente daarop bereken teen 19,25% (negentien komma twee vyf persent) per jaar vanaf datum van verkoping tot datum van registrasie van transport, sal binne 21 (een-en-twintig) dae betaal word of gewaarborg word deur 'n goedgekeurde bank- of bougenootskapwaarborg.

3. Die volle verkoopvoorwaardes wat deur die afslaer uitgelees sal word, onmiddellik voor die verkoping, kan gedurende kantoorure by die kantoor van die Balju, Welkom, nagesien word.

Geteken te Welkom op hierdie 24ste dag van Oktober 1995.

J. Fourie, vir Van Rooyen Mostert Fourie, Heeren II-gebou, Heerenstraat; Posbus 4, Welkom.

Case 2371/95

IN THE SUPREME COURT OF SOUTH AFRICA

(Orange Free State Provincial Division)

In the matter between **ABSA Bank Limited**, Plaintiff, and **Bahlakoana Levy Thejane**, Defendant

In execution of a judgment of the above Honourable Court in the above suit, a sale without reserve will be held at the Magistrate's Court, Peet Avenue, Bloemfontein, on Friday, 1 December 1995 at 10:00, on conditions to be read by the auctioneer at the time of the sale of the following property of the Defendant to wit:

Certain: Erf 2715 (Extension 5), Ashbury, District of Bloemfontein, known as 18 Poppie Street, Heidedal, Bloemfontein, held by the Defendant in terms of Deed of Transfer T21966/93 with improvement thereon.

Terms: The purchaser shall pay 10% (ten per centum) of the purchase price immediately after the sale, to the Sheriff, the balance to be secured by a bank or building society guarantee within 14 (fourteen) days after the sale.

Improvements: Three bedrooms, two bathrooms, lounge, kitchen and garage.

Conditions: The conditions of sale may be inspected at the Sheriff's Office during office hours.

Dated at Bloemfontein this 27th day of October 1995.

E. Holtzhausen, for Webbers, Attorney for Plaintiff, Third Floor, Allied House, West Burger Street, Bloemfontein.

Saak 2747/95

IN DIE LANDDROSHOF VIR DIE DISTRIK VANDERBIJLPARK GEHOU TE VANDERBIJLPARK

In die saak tussen **Steve's Auto Clinic**, Eiser, en **P. Potgieter**, Verweerder

Ingevolge 'n uitspraak van bogemelde Agbare Hof en 'n lasbrief vir eksekusie gedateer 1 Junie 1995 sal die Verweerder se volgende onroerende eiendom, wat spesiaal uitwinbaar verklaar is in eksekusie verkoop word aan die hoogste bieder op 8 Desember 1995 om 11:00, te Tulbaghstraat-ingang, die Landdroshof, Welkom, te wete:

Erf 1938, Uitbreiding 2-dorpsgebied Welkom, Registrasieafdeling IQ, Oranje-Vrystaat, groot 833 (agthonderd drie-en-dertig) vierkante meter.

Verbeterings wat nie gewaarborg word nie en nie hiermee voorgedoen word korrek is nie.

Verkoopvoorwaardes:

1. Die eiendom sal verkoop word aan die hoogste bieder en die verkoping sal onderworpe wees aan die bepalings van artikel 46 van die Hooggeregshofwet en die reëls van verbandhouders en ander preferente krediteure.

2. Die koopprijs sal betaalbaar wees soos volg:

(a) 10% (tien persent) van die koopprijs in kontant op die dag van die verkoping of deur middel van 'n erkende bank- of bougenootskapwaarborg 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 Vanderbijlpark. 5% (vyf persent) kommissie sal betaalbaar wees aan die Balju Hooggeregshof op die eerste R20 000 en 3% (drie persent) kommissie op die balans koopprijs plus BTW.

(b) Die balans is betaalbaar in kontant binne 14 dae vanaf die datum van verkoping of deur middel van 'n erkende bank- of bougenootskapwaarborg gelewer te word binne 14 dae na die dag van verkoping en welke waarborg vry van kommissie aan die Balju, Hooggeregshof te Vanderbijlpark, betaalbaar moet wees teen registrasie van transport in die naam van die koper.

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

3. Die eiendom word verkoop onderworpe aan die terme en titelvoorwaardes van die eiendom.

Geteken te Vanderbijlpark hierdie 27ste dag van Oktober 1995.

Du Plessis & Pieterse, Prokureur vir Eiser, Calance House 1, President Krugerstraat, Vanderbijlpark.

Saak 2462/95

IN DIE LANDDROSHOF VIR DIE DISTRIK VIRGINIA GEHOUD TE VIRGINIA

In die saak tussen **ABSA Bank** (United Divisie), Eksekusieskuldeiser, en **C. F. Andrade**, Eksekusieskuldenaar

Ingevolge 'n vonnis en 'n lasbrief vir eksekusie gedateer 22 September 1995, in die Landdroshof te Virginia, sal die volgende eiendom verkoop word op 8 Desember 1995 om 10:00, te Vondelingweg 19, Glen Harmony, Virginia, Restant van Erf 5420, Vondelingweg 19, Glen Harmony, Virginia, distrik Ventersburg, groot 1 204 vierkante meter, bestaande uit:

Sitkamer, eetkamer, studeerkamer, vier slaapkamers, badkamer en toilet. *Buitegeboue*: Twee motorhuise, bediendekamer en toilet.

Voorwaardes van verkoping:

1. Voetstoots sonder reserwe.
2. *Koopprijs*: Deposito van 10% (tien persent) in kontant na veiling en balans tesame met rente binne 14 (veertien) dae.
3. Verkoopvoorwaardes lê ter insae by kantore van Balju, Virginia.

Gedateer te Virginia op hierdie 30ste dag van Oktober 1995.

N. Badenhorst, vir Roma Badenhorst & Seun, Atriumgebou, Unionstraat 15; Posbus 21, Virginia, 9430. (Verw. N. Badenhorst/MP/DN0054.)

Case 1716/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Free State Provincial Division)

In the matter between **K WN Motor Holdings Beperk**, Plaintiff, and **Daniel Cornelius Francois Raath**, 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 in front of the Magistrate's Office, Engelbrecht Street, Viljoenskroon, on Friday, 1 December 1995 at 09:00, 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, 3 Viljoen Street, Viljoenskroon, prior to the sale:

Erf 361 (Extension 4), situated in the Town and District Viljoenskroon, measuring 1 561 (one thousand five hundred and sixty-one) square metres, held by virtue of Deed of Transfer T392/1982, subject to certain conditions contained therein and being 56 Denysen Street, Viljoenskroon, consisting of:

Lounge, three bedrooms, bathroom, iron roof, servant's room, dining-room, kitchen, toilet and garage.

Terms: Ten per centum (10%) of the purchase price and auctioneer's charges being 5% (five per centum) of the first R20 000 or part thereof, 3% (three per centum) 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 within 21 (twenty-one) days from the date of sale.

D. A. Honiball (NP1377), c/o Israel & Sackstein, Attorney for Plaintiff, 26/28 Aliwal Street, Bloemfontein.

Saak 9933/95

IN DIE LANDDROSHOF VIR DIE DISTRIK WELKOM GEHOUD TE WELKOM

In die saak tussen **Saambou Bank**, Eiser, en **G. E. Ramohlokoane**, Verweerder

Ingevolge 'n vonnis in die Landdroshof Welkom en 'n lasbrief vir eksekusie gedateer 8 September 1995, sal die volgende eiendom by wyse van openbare veiling in eksekusie verkoop word op 1 Desember 1995 om 11:00, voor die Landdroskantore, Tulbachstraat-ingang, Welkom:

Erf 18624, geleë in die dorpsgebied Thabong, distrik Welkom, groot 287 (tweehonderd sewe-en-tagtig) vierkante meter.

Verbeterings: Bestaande uit sit-/eetkamer, drie slaapkamers, badkamer en kombuis.

Voorwaardes van verkoping:

1. Die eiendom sal voetstoots verkoop word aan die hoogste bieder onderhewig aan die bepalings van die Wet op Landdroshowe, No. 32 van 1944, soos gewysig, en reëls daarkragtens uitgevaardig.

2. Die koopprijs van 10% (tien persent) van die koopprijs in kontant onmiddellik na afhandeling van die veiling en die onbetaalde balans, tesame met rente daarop bereken teen 18,25% (agtien komma twee vyf persent) per jaar, vanaf datum van verkoping tot datum van registrasie van transport, sal binne 21 (een-en-twintig) dae betaal word of gewaarborg word deur 'n goedgekeurde bank- of bougenootskapwaarborg.

3. Die volle verkoopvoorwaardes wat deur die afslaer uitgelees sal word, onmiddellik voor die verkoping, kan gedurende kantoorure by die kantoor van die Balju, Welkom, nagesien word.

Geteken te Welkom op hierdie 31ste dag van Oktober 1995.

J. Fourie, vir Van Rooyen Mostert Fourie, Heeren II-gebou, Heerenstraat, Posbus 4, Welkom.

PUBLIC AUCTIONS, SALES AND TENDERS OPENBARE VEILINGS, VERKOPE EN TENDERS

TRANSVAAL

VAN'S AFSLAERS

VEILING: EIENDOM

In opdrag van die Kurator van die insolvente boedel **J. P. Kotze**, T4445/95, verkoop Van's Afslaers ondervermelde eiendom, onderhewig aan bekragting, per openbare veiling op 24 November om 11:00, te Sebaka Wildplaas, Mooikopje 237 JS, Middelburg:

Beskrywing: Restant Mooikopje 237, Gedeelte 2, Mooikopje 237, en Gedeelte 3, Tweefontein 236, asook trekker en LAW.

Groot: 2 882,2284 ha.

Verbeterings: Vier wonings, jagterskamp, vakansiehuise ens.

Betaling: 10% (tien persent) deposito plus kommissie. Balans binne 30 dae.

Inligting: Van's Afslaers (012) 335-2974.

JAAP VAN DEVENTER AFSLAERS

PUBLIEKE VEILING

Behoorlik daartoe gemagtig deur die Trustee in die insolvente boedel van **M. P. en C. Snyman**, Meestersverwysing D469/95, sal die ondervermelde eiendom aangebied word op 29 November 1995 om 11:00, te die betrokke eiendom:

Eiendom: Hoogstraat 54, Middelburg.

Verbeterings: Die huis bestaan uit drie slaapkamers, dubbelgeriewe, sitkamer, eetkamer, kombuis en aangeboude woonstel, bestaande uit twee vertrekke en badkamer.

Afslaersnota: Dit is 'n redelike huis geleë in Sentraal Middelburg. Die huis vertoon netjies en goed.

Voorwaardes van koop: 15% (vyftien persent) deposito by veiling. Balans waarborg deur 'n bank of bougenootskap binne dertig (30) dae na aanvaarding van die koop deur die Kurator.

Vir meer besonderhede kontak Hercules Campher (0132) 25203 (kantoorure) of 21170 (na-ure).

UBIQUE AFSLAERS

In opdrag van die Kurator in die insolvente boedel **P. J. B. Fourie**, T2520/95, sal ons die bates verkoop te die plaas Doornhoek, Klerksdorp, op 23 November 1995 om 10:00:

Terme: Kontant of bankgewaarborgde tjeks.

Telefoon: (0148) 294-7391 of 297-3841.

Ubique Afslaers, Die Meent, Van Riebeeckstraat 123; Posbus 208, Potchefstroom.

UBIQUE AFSLAERS

In opdrag van die Kurator in die insolvente boedel **B. C. Schoonwinkel**, K52/95, sal ons die bates verkoop te die plaas Nottingham, Mareetsane, op 29 November 1995 om 10:00:

Terme: Kontant of bankgewaarborgde tjeks.

Telefoon: (0148) 294-7391 of 297-3841.

Ubique Afslaers, Die Meent, Van Riebeeckstraat 123; Posbus 208, Potchefstroom.

VAN'S AFSLAERS

VEILING: EIENDOM

In opdrag van die Kurator van die insolvente boedel **J. V. Wandrag**, T2086/95, verkoop Van's Afslaers ondervermelde eiendomme, onderhewig aan bekragting, per openbare veiling op 20 November om 11:00, te Mulderstraat 28, The Reeds, Centurion.

Beskrywing: Erf 774, The Reeds-uitbreiding 14, Centurion.

Groot: 1 200 m² onderskeidelik.

Verbeterings: Drieslaapkamerwoning.

Betaling: 10% (tien persent) deposito plus kommissie. Balans binne 30 dae.

Inligting: Van's Afslaers (012) 335-2974.

MANNIE AUCTIONEERING COMPANY

INSOLVENT ESTATE Y. MEYER

MASTER'S REFERENCE No. T2211/95

Duly instructed by the Provisional Trustee in the above matter we will sell by public auction on the spot, 15 Dias Road, Morganridge, Boksburg, on Monday, 27 November 1995 at 10:30, the following:

Four-bedroomed home with family room, study and pool, Morganridge, Boksburg.

Certain Erf 131, situated 15 Dias Road, Morganridge, Boksburg, measuring approximately 892 square metres, upon which is erected a residence comprising large lounge, large dining-room with tiled floor, family room with breakfast nook and separate entrance, fully fitted kitchen with pine units, separate scullery fitted to match the kitchen, carpeted study, four carpeted bedrooms, two bathrooms, large patio with tiled floor, brick-paved Gazebo, playroom/store-room, large double garage with ceiling and two tip-up steel doors, pool with brick-paved surround, well-maintained garden, brick wall and pre-case walling around the property.

Terms: 15% (fifteen per cent) on signature of the conditions of sale and the balance within 30 days from date of confirmation.

On view Tuesdays and Thursdays from 10:00 to 12:30.

Mannie Auctioneering Company, Tel. (011) 334-3810. Fax No. (011) 334-1542.

VAN'S AFSLAERS

VEILING: EIENDOM

In opdrag van die Kurator van die insolvente boedel **Southern Turf Farms (Pty) Ltd**, in likwidasie, T3146/95, verkoop Van's Afslaers ondervermelde boedelbates, onderhewig aan bekragtiging, per openbare veiling op 23 November om 11:00, te die plaas Rietvlei, distrik Bronkhorstspuit:

Beskrywing: Gedeelte 11 van die plaas Rietvlei 518 JR, Bronkhorstspuit.

Groot: 111,3177 ha.

Verbeterings: Vierslaapkamerwoning.

Betaling: 10% (tien persent) deposito plus kommissie. Balans binne 30 dae.

Losgoed: Plante en implemente vir kontant alleen.

Inligting: Van's Afslaers (012) 335-2974.

VAN'S AFSLAERS

VEILING: EIENDOM

In opdrag van die Kurator van die insolvente boedel **S. J. P. du Toit**, T2324/95, verkoop Van's Afslaers ondervermelde eiendom, onderhewig aan bekragtiging, per openbare veiling op 22 November om 11:00, te Klingenberglaan 57, Van der Hoffpark, Potchefstroom:

Beskrywing: Erf 78, Van der Hoffpark-uitbreiding 3, Potchefstroom.

Groot: 1 648 m² onderskeidelik.

Verbeterings: Drieslaapkamerwoning.

Betaling: 10% (tien persent) deposito plus kommissie. Balans binne 30 dae.

Inligting: Van's Afslaers (012) 335-2974.

PROPERTY MART SALES

Duly instructed by the Trustee of the insolvent estate **S. F. Malik**, Master's Ref. T2308/95, being Erf 653, Troyeville Division IR, Johannesburg, and 495 square metres in extent, situated at 5 Johannes Street, Troyeville.

Viewing: Anytime.

Sale takes place on the spot on Monday, 27 November at 11:00.

Terms: 15% (fifteen per cent) at the drop of the hammer in cash or bank cheque. Balance within 30 days of confirmation by bank or building society guarantee.

Auctioneers: Property Mart (Est. 1963), First Floor, Pogir Bastion Insurance House, 244 Louis Botha Avenue, Orange Grove, 2192; P.O. Box 46058, Orange Grove, 2119. Tel. (011) 728-1283. Fax: (011) 728-5215. After hours: (011) 462-3731. Mr A. W. Hartard.

PINE KRITZINGER AFSLAERS BK

In opdrag van die Kurator in die insolvente boedel van **H. W. G. le Roux**, Meesterverwysingsnommer T1609/95, word die volgende onroerende eiendom per openbare veiling verkoop:

Resterende gedeelte van Gedeelte 17 ('n gedeelte van Gedeelte 6), van die plaas Nooitgedacht 434, groot 6,7523 hektaar.

Bestaande uit: 'n Steenwoonhuis onder sinkdak bestaande uit sitkamer, eetkamer, twee slaapkamers, badkamer en kombuis, 'n aparte woonstel, ESKOM-krag, toegeruste boorgat met 'n diesel enjin en pomp, tenkstaander, sementdam, arbeidershuis, 'n beeskraal met laaigeriewe, groot sink stoor, skaapkraal met skuiling.

Wanneer: 24 November 1995.

Hoe laat: 12:00.

Waar: Op die plot self.

Roete: Op die ou Orkney inry teerpad (tans Vaal Maseru), draai in by kennisgewingbord van Silo Transmissie. Presies 3,4 km op grondpad. (laaste plot).

Belangrikste voorwaardes: 20% (twintig persent) deposito by die val van hamer, kontant of bankgewaarborgde tjek. Binne 30 dae waarborge lewer. Sewe dae bekragtigingsperiode.

Vir verdere navrae, kontak: Pine Kritzinger Afslaers BK, Teaklaan 11, Klerkindustria, Klerksdorp. Tel. (018) 462-9550/1.

BESTORWE BOEDELVEILING VAN DRIESLAAPKAMERWONING—ERMELO-UITBREIDING 9

In opdrag van die eksekuteur in die bestorwe boedel van **I. E. M. Olckers**, boedelnommer 18268/94, verkoop ons die ondergenoemde eiendom per openbare veiling op Woensdag, 29 November 1995 om 15:00.

Plek van veiling: George Bothastraat 37, Ermelo-uitbreiding 9.

Beskrywing van eiendom: Erf 1388, bekend as George Bothastraat 37, Ermelo-uitbreiding 9, Registrasieafdeling IT, Transvaal.

Grootte: 1 589 m².

Verbeterings: Hierdie klinkersteenwoning met staan teëldak bestaan uit ingangsportaal, drie slaapkamers, badkamer, aparte toilet, sit-/eetkamer met kaggel, kombuis, aparte opwasarea, bediendekamer met toilet, diefwering, enkel toesluit motorhuis, gevestigde tuin met heining.

Besigtiging: Skakel Mev. Olckers by 01781 93085 (h).

Terme: 20% (twintig persent) deposito in kontant of bankgewaarborgde tjek en balans binne 30 dae na bekragtiging.

Navrae: Skakel vir Dirkie Pienaar by (012) 322-8330/1.

PHIL MINNAAR AFSLAERS

INSOLVENTE BOEDEL D. R. EN L. A. DE BEER—MEESTERSVERWYSINGSNOMMER T4262/94

Behoorlik gemagtig deur die Kurator in bogenoemde boedel verkoop ons per openbare veiling, op die perseel, op 20 November 1995 om 11:00, Erf 184 en 185, Roodepoort (ook bekend as Exnerstraat 2, Roodepoort).

Voorwaardes: 20% (twintig persent) van verkoopprijs kontant of bankgewaarborgde tjek met toeslaan van bod. Restant deur verskaffing van waarborge binne 30 (dertig) dae van bevestiging van verkoping.

Phil Minnaar Afslaers, Johannesburg (011) 475-5133.

CAHI AUCTIONEERS/AFSLAERS APPRAISERS AND STOCK LIQUIDATORS

(Registration No. CK87/12616/23)

INSOLVENT ESTATE AUCTION ONE BEDROOM FLAT, PRETORIA WEST

Duly instructed by the Trustees in the insolvent estates of **S. G. Wiese**, Master's Reference No. T2254/95 we will sell Tuesday, 21 November 1995 at 11:00 on site 402 Ebenpark Flats, 233 Church Street, Pretoria West one bedroom flat with an open plan kitchen, lounge, cum dining-room, bathroom.

View by appointment.

Terms: 20% (twenty per cent) on the fall of the hammer (cash or bank-guaranteed cheques only). Balance within 30 days after confirmation.

For further info contact Greg of Cah Auctioneers, 99 Beatrix Street, Arcadia, Pretoria. (012) 325-7250, Fax. (012) 325-2215.

PHIL MINNAAR BK

(CK 93/29245/23)

INSOLVENTE BOEDELVEILING VAN 'N DRIESLAAPKAMERWONING—CHANTELLE—AKASIA—PRETORIA

In opdrag van die Kurator in die insolvente boedel **K. Duvenhage**, Meestersverwysing T3078/95 verkoop ons die ondergenoemde eiendom per openbare veiling op Woensdag, 22 November 1995 om 11:00.

Plek van veiling: Rooikranzstraat 15, Chantelle-uitbreiding 1, Akasia, Pretoria.

Beskrywing van eiendom: Erf 36, bekend as Rooikranzstraat 15, Chantelle-uitbreiding 1, Akasia, Pretoria, Registrasieafdeling JR, Transvaal.

Grootte: 800 m².

Verbeterings: Hierdie staanteëldakwoning bestaan uit drie slaapkamers, badkamer, aparte toilet, gesinskamer, oopplan sit-/eetkamer, kombuis, enkeltoesluitmotorhuis, werkskamer, bediende toilet, diefwering, gevestigde tuin en plaveisel.

Terme: 20% (twintig persent) in kontant of bankgewaarborgde tjek en balans binne 45 dae na bekragtiging.

Navrae en besigtiging: Skakel Dirkie Pienaar by (012) 322-8330/1.

Phil Minnaar BK Afslaers, Posbus 28265, Sunnyside, 0132. Tel. (012) 322-8330/1. Fax: (012) 322-9263.

PROPERTY MART SALES

Duly instructed by the Trustee in the insolvent estate **P. J. P. van Blerk**, Master's Ref. T2930/95, we shall sell subject to the seven days confirmation.

Erf 105, Valeriedene, Johannesburg, measuring 1 854 square metres, in extent and situated at 140 Cecily Street.

On show: 19 November from 10:00–14:00.

Sale takes place on the spot on Wednesday, 22 November at 11:00.

Terms: 15% (fifteen per cent) deposit at the drop of the hammer in cash or bank-cheque. Balance within 30 days of confirmation by bank or building society guarantee.

Auctioneers: Property Mart, Estate 1963, First Floor, Pogir Bastion Insurance House, 244 Louis Botha Avenue, Orange Grove, 2192; P.O. Box 46058, Orange Grove, 2119. Tel. (011) 728-1283. Fax: (011) 728-5215. After hours (011) 793-6164. Mr C. Mostert.

VAN VUUREN AFSLAERS**INSOLVENTE BOEDELVEILING VAN DRIESLAAPKAMERWONING MET SWEMBAD IN BIRCH ACRES—KEMPTON PARK**

In opdrag van die voorlopige Kurator in die insolvente boedel **D. Pitwood**, Meestersverwysing T2043/95, verkoop ons hierdie prag woning per openbare veiling ter plaatse op Woensdag, 29 November 1995 om 11:00.

Plek van veiling: Kempaansingel 1, Birch Acres-uitbreiding 3, Kempton Park.

Beskrywing van eiendom: Erf 1487, ook bekend as Kempaansingel 1, Birch Acres-uitbreiding 3, Kempton Park.

Erf grootte: 1 025 m².

Verbeterings: Hierdie netjiese staan-teëldakwoning bestaan uit drie slaapkamers, studeerkamer, sitkamer, eetkamer, kombuis, twee badkamers, twee toesluit motorhuise, karavaan parking, braai-area, swembad, toegeruste boorgat en gevestigde tuin.

Terme: 10% (tien persent) deposito in kontant of bankgewaarborgde tjek en balans binne 30 dae.

Verband finansiering is beskikbaar.

Besigtiging: Daagliks tussen 07:00 en 18:00.

Navrae: Skakel die Afslaer.

Van Vuuren Afslaers. Tel. (012) 3444-888. Faks (012) 3433-666.

"Die beste is die minste wat ons kan doen".

PETER WILLIAMS

(Reg. No. 83/3833)

AUCTION SALES**IMPORTANT LIQUIDATION SALE OF LARGE QUANTITY OF SAMCOR (FORD AND MAZDA) SPARES, WORKSHOP EQUIPMENT, MOTOR VEHICLES, COMPUTER EQUIPMENT, SPECIAL TOOLS, STEEL SHELVEING, OFFICE FURNITURE**

Duly instructed thereto by the Liquidator of Elgar Motors (Pty) Ltd, in liquidation, T2376/95, trading as Nigel Ford, we will sell, entirely without reserve unless otherwise stated, at 63 Breytenbach Road, Nigel, on Wednesday, 29 November 1995 at 10:00, the undermentioned:

1. Subject to confirmation:

Auto-Mate business computer including motor dealer system, one personal computer, six terminals, four invoice terminals, etc. Allen Computer/Smart engine analyser.

2. Entirely without reserve:

Large quantity and wide range of Mazda, Ford and other motor spares. 1993 Mazda 626 2.5 automatic; 1991 Mazda Rustler LDV. Workshop equipment including electric hoists, steam engine cleaner, hydraulic press, compressor, etc. Mazda and Ford special tools, including igniter and digital code checkers, engine signal monitor, Multi Use tester etc. Office furniture including desks, chairs, stationery and filing cabinets, Chuff safe, Cash register, typewriter, calculators, Microline printers, airconditioning units. Approximately 70 sections of 2-metre high steel shelving.

Auctioneer's note: All motor dealers are urged to view these items as this was a well-stocked and well-equipped motor dealership, and all the equipment and furniture is in good clean condition.

Terms: Strictly bank-guaranteed cheques or cash. A refundable registration deposit of R2 000 is payable on the day of sale unless prior arrangements have been made with the auctioneers.

Viewing: Monday, 27 and Tuesday, 28 November from 9:00 to 16:30.

For further details: Contact the auctioneers, Peter Williams Auctioneering & Property Services (Pty) Ltd, 181 Louis Trichardt Street, Mayville, Pretoria. Tel. (012) 3352931/2.

PARK VILLAGE AUCTIONS**INSOLVENT ESTATE: S. E. GIBSON****MASTER'S REFERENCE NUMBER: T2830/95**

Duly instructed by the Trustee in the above-mentioned insolvent estate, we will sell by public auction, on site at Second Road, Walkers Fruit Farms Agricultural Holdings, District of Vereeniging, Gauteng, on Tuesday, 21 November 1995, commencing at 10:30, a vacant smallholding.

For further particulars and viewing contact the auctioneers: Park Village Auctions. Telephone No. (011) 789-4375. Telefax No. (011) 789-4369.

PHIL MINNAAR BK

CK93/29245/23

BELANGRIKE BESTORWE BOEDELVEILING VAN VIER AANGRENSENDE SAAI EN BEESPLASE, IMPLEMENTE, TREKKERS EN LEWENDE HAWE—DISTRIK STANDERTON

In opdrag van die Eksekuteur in die bestorwe boedel van **D. J. van der Wath**, Boedelnommer 10116/94, verkoop ons die ondergenoemde eiendom en losbates per openbare veiling op Donderdag, 30 November 1995 om 11:00.

Plek van veiling: Distrik Standerton (sien ligging).

Ligging: Vanaf Standerton ry vir 29 km met Volksruspad, draai regs by die Padrandpad en ry vir 8,1 km, draai dan links. (Sien wegwysers). Plase aan linkerkant.

Beskrywing van eiendomme:

- (1) Gedeelte 1 van die plaas Zandspruitdrift 41, groot: 255,1980 ha.
- (2) Gedeelte 13 van die plaas Klipplaatdrift 43, groot: 199,8575 ha.
- (3) Gedeelte 12 van die plaas Klipplaatdrift 43, groot: 199,8575 ha.
- (4) Gedeelte 3 van die plaas Kafferskraal 47, groot: 299,7871 ha.

Registrasieafdeling HS, Transvaal.

Verbeterings:

1. 12 Vertrek plaaswoning met Eskomkrag, drie toegeruste boorgate, drie toegeboorde sink skure, melkstal met draaitafel vir 24 beeste en groot klipkraal. Die plaas is verdeel in agt kampe met aangeplante weiding.

2. 13 Vertrek plaaswoning met Eskomkrag, drie toegeruste boorgate, drie toegeboorde staalskure, vier weidingskampe en sewe lande kampe.

3. Die plaas is verdeel in kampe.

4. Die plaas is verdeel in vier lande kampe en ses weidingskampe.

Losbates—Implemente:

Een massa meeltenk (17 ton); 7-Tand Ripper; Soilmaster dis; vier-wiel sleepwa; Vetsak oorlaaiwa; ses massameelbakke; Haward wentel snymasjien; Skroot (Soilmaster Dorsmasjien); Tegnoma onkruitdoder spuit; twee vier-wiel sleepwaens, 19-Tand Kongskilde skoffel; 24-Tand Kongskilde skoffel; twee Monosem ses-ry-planters; twee John Deere ses-ry-skoffels; Magitech kalkstrooier; Volta wolpers; Volta Woltafel; twee maal ses Skaarploeë (Soilmaster); twee maal vier skaarploeë (Soilmaster); twee massa meeltenks (10 ton).

Lewende hawe:

Beeste: 60 Frieskoeie, 45 verse en 40 kalwers.

Skape: 70 Ooie, 30 lammers en ram.

Perde: Sewe perde.

Voertuie: Twee maal International 1246 trekkers; een maal Ford 100 Bakkie 1976 model; twee maal International 1055 trekkers; een maal International vragmotor; een maal International 824 Trekker; een maal International Stroper 1981 model en een maal International 844 Trekker.

Terme: Eiendom: 20% (twintig per sent) deposito op die vaste eiendom en balans binne 30 dae na opvraging. Losgoed: Streng kontant of bankgewaarborgde tjeks alleenlik.

Besigtiging: Daaglik.

Navrae: Skakel Dirkie Pienaar by (012) 32-28330/1.

Reg word voorbehou om enige items by te voeg of weg te laat.

Phil Minnaar BK Afslaers, Posbus 28265, Sunnyside, 0132. Tel. (012) 322-8330/1. Fax: (012) 322-9263.

PETER WILLIAMS

(Reg. No. 83/3833)

AUCTION SALES**LIQUIDATION SALE OF KOMAREK BRIQUETING MACHINE**

Duly instructed thereto by the Liquidator of Bay Chrome (Pty) Ltd, in liquidation, Master's Reference No. N682/94, we will sell, entirely without reserve, at 1287 Harriet Avenue, Driehoek, Germiston, on Tuesday, 21 November 1995 at 10:00, the undermentioned machine:

Komarek briqueting machine with gearbox and two output shafts (rollers) for the manufacture of chrome briquettes.

This machine is dismantled and has been removed to the above address for storage purposes.

Viewing: Contact the auctioneers for an appointment to view.

Terms: Strictly bank-guaranteed cheque or cash.

For further details: Contact the auctioneers, Peter Williams Auctioneering & Property Services (Pty) Ltd, 181 Louis Trichardt Street, Mayville, Pretoria. Tel. (012) 335-2931/2.

PETER WILLIAMS

(Reg. No. 83/3833)

EIENDOMSVEILINGS**INSOLVENTE BOEDELVERKOPING VAN NETJIESE BAKSTEEN ONDER TEËLDAKWONING
PIERRE VAN RYNEVELDPARK**

Behoorlik daartoe gelas deur die Trustee in die insolvente boedel van **D. J. Fisher**, Meestersverwysingnommer T3104/95, sal ons verkoop, onderhewig aan bevestiging, op Dinsdag, 28 November 1995 om 10:00, ter plaatse dit wil sê Tomahawkweg 4, Pierre van Ryneveldpark, die ondergenoemde eiendom.

Erf 120, Pierre van Ryneveldpark, synde Tomahawkweg 4, waarop opgerig is 'n netjiese baksteen onder teëldakwoning van sit-/TV-kamer, eetkamer, kombuis met houtkaste, kookblad en ooghooë oond, hoofslaapkamer met verkleekamer en badkamer as stel, tweede slaapkamer, volle badkamer, aparte toilet, twee motorafdakke en twee Wendy-hutte.

Afslasnota: Hierdie verkoping bied die huiseienaar wie vir die eerste keer koop, die ideale geleentheid om 'n goedgeboude en netjiese huis in hierdie gesogte woongebied, te bekom.

Besigtiging: Woensdae en Vrydae vanaf 16:00–18:00.

Betaling: 15% (vyftien persent) deposito op dag van verkoping en balans binne 30 (dertig) dae na bevestiging.

Finansiering: 'n Aansienlike bougenootskapverband is vir 'n goedgekeurde koper beskikbaar.

Vir meer besonderhede: Nader die afslasers, Peter Williams Auctioneering & Property Services (Edms.) Bpk., Louis Trichardtstraat 181, Mayville, Pretoria. Tel. 33-52931/2.

JAAP VAN DEVENTER AFSLAERS**PUBLIEKE VEILING**

Behoorlik daartoe gemagtig deur die Trustee in die insolvente boedel van **J. D. T. de B. Steyl**, Meestersverwysingnommer 3010/95, sal die ondervermelde eiendom aangebied word op 24 November 1995 om 11:00, te die betrokke eiendom:

Eiendom: Malanstraat 220, Marble Hall.

Verbeterings: Drie slaapkamers, sit-/eetkamer, TV-kamer, studeerkamer, kombuis, opwas, dubbelmotorhuis, dubbel geriewe en netjiese tuin.

Afslasnota: Baie netjiese eiendom geleë in 'n gesogde deel van Marble Hall, goeie koop.

Voorwaardes van koop: 15% (vyftien persent) deposito op datum van aanvaarding van die koop deur die Kurator. Balans binne 30 (dertig dae) gelewer deur 'n bank of bougenootskap.

Vir meer besonderhede kontak: Hercules Campher (0132) 25203 (kantoorure) of 21170 (na-ure).

JAAP VAN DEVENTER AFSLAERS**PUBLIEKE VEILING**

Behoorlik daartoe gemagtig deur die Trustee in die insolvente boedel van **F. W. Zimmermann**, Meestersverwysingnommer T1180/95, sal die ondervermelde eiendom aangebied word op 28 November 1995 om 10:00, te die betrokke eiendom:

Eiendom: Pierneeflaan 22, Uitbreiding 8, Witbank.

Verbeterings: Agt slaapkamers, sit-/eetkamer, studeerkamer, badkamer, aparte toilet, enkelmotorhuis, bediendekwartiere en toilet.

Afslasnota: Netjiese woning met 'n pragtige groot tuin, sentraal geleë naby skole, uitstekende koop vir persone wat aftree en/of persone wat hul eerste huis koop.

Voorwaardes van koop: 15% (vyftien persent) deposito op datum van veiling. Balans waarborg binne 30 (dertig) dae vanaf datum van aanvaarding van die aanbod vanaf 'n bank of bougenootskap.

Vir meer besonderhede kontak: Hercules Campher (0132) 25203 (kantoorure) of 21170 (na-ure).

AUCOR LOGO**INSOLVENT ESTATE AUCTION****NEWLY-BUILT MODERN CLINKER-BRICK HOUSE****ORCHARDS**

IN THE MATTER OF INSOLVENT ESTATE G. G. M. AND A. VAN DER MERWE, MASTER'S REFERENCE NO. T3008/95 TO BE SOLD ON THE SPOT ON THURSDAY, 30 NOVEMBER 1995 AT 10:30

Duly instructed by the Trustee, we will hereby sell this property being Erf 1352, Orchards Extension 11, better known as 31 Strauss Street, Orchards Extension 11, Pretoria:

Description: This modern newly built tiled-roof house comprises of three spacious bedrooms, the main one with a full bathroom en suite, a second bathroom, lounge, dining-room and a open plan modern kitchen. This house has not been finished totally and needs carpets, tiles, cupboards lights etc. The outbuildings include a garage and a garden that needs attention.

Directions: Due west in Daan de Wet Nel. Turn left in Doreen Avenue, and right into Hulton Street and left again in Deeks Street. Then turn left into Henderson Street and right into Strauss Street.

WATCH FOR POSTERS

View: By appointment.

Terms: A 10% (ten per cent) deposit and 7% auctioneers commission plus VAT thereon (bank or bank-guaranteed cheque) on the fall of the hammer. The balance by suitable guarantees within 30 (thirty) days of confirmation of sale. There is a 14 day confirmation period.

The above is subject to change without prior notice.

For further details please contact Aucor Tvl. Tel. (012) 34-22041/342-3502/5/11. Fax (012) 34-22042.

BOLAND BANK EIENDOMSDIENSTE & AFSLAERS (EDMS.) BPK.

VEILING VAN VERSKEIE INSOLVENTE BOEDEL VAN VOERTUIG, MEUBLEMENT, LOSGOED, ONDERDELE, VUURWAPENS EN TYDDEEL OP SATERDAG, 18 NOVEMBER 1995 OM 10:00, TE BOLAND BANK-VEILINGSLOKAAL, BUCKLESTRAAT, SILVERTON

Behoorlik daartoe gemagtig deur die Kurator van die onderskeie insolvente boedels, nl. **G. S. Nel**, Meesterverwysingsnommer T2138/95, **A. Becker**, Meesterverwysingsnommer T2050/95, **W. F. S.** en **M. J. Dreyer**, Meesterverwysingsnommer T2051/95, **J. W. Small**, Meesterverwysingsnommer T1152/95, **W. M. Prinsloo**, Meesterverwysingsnommer T4404/94, **I. F. W.** en **E. F. Waldeck**, Meesterverwysingsnommer T3819/94, **I. B. M. Ferreira**, Meesterverwysingsnommer T4649/94, **B. E. Roos**, Meesterverwysingsnommer T236/95, **A. P. Vermeulen**, Meesterverwysingsnommer T3094/95, asook andere, word ondergenoemde per openbare veiling aangebied:

Voertuig: 1982 Ford Cortina LAW—1980 Opel Kadett—Datsun 140Y Class C Rally.

Meublement en losgoed: Vier yskaste; twee vrieskaste; twee wasmasjiene; twee tuimeldroërs; skottelgoedwasser; Sharp-mikrogolfoond; drie televisies; twee videomasjiene; videokamera; buffet's; twee slaapkamerstelle; gymtrim; Kenwood-hoëtroustel; Philips-"Mini-hifi"; burgerbandradios; rekenaaronderdele; rekenaarskerms en borde; vier sitkamerstelle; twee eetkamerstelle; drie muureenhede; skilderye; verwarmers; kluis; matwasser; lessenaars; stoele; tafeltjies; speelkaste; radio's; tuingereedskap; grassnyer; randsnyer; sewe beddens; filmprojektor; bougereedskap en vele meer.

Onderdele: Windskerms; wielbalanseerder (Blackhawk); parte; wieloppe; voor- en agterligte; wielsporingtoerusting; buffers; spieëltjies en vele meer.

Vuurwapens: 303 Lee Enfield-geweer; Star PD, 45-pistool; Mosberg 12-boor-pompaksie-haelgeweer en windbuks.

Tyddeel: Eenheid 47, week 30 in "The Oceanic" te Durban.

Besigtiging: Vrydag, 17 November 1995 vanaf 10:00 tot 15:00.

Verkoopvoorwaardes: Streng kontant of bankgewaarborgde tjeks direk na afloop van die veiling.

Registrasiefooi: Terugbetaalbare deposito van R500.

Let wel: Onttrekkings en byvoegings mag plaasvind sonder verdere kennisgewing. Geen waarborge, uitdruklik of stilswyend, word verskaf ten opsigte van die egtheid van die omskrywings nie en alles word voetstoots verkoop.

Navrae: Ian Coetzee of Bennie Ellis. Tel. (012) 804-1440.

Afslaer: Andries Brewis.

Boland Bank Eiendomsdienste & Afslalers (Edms.) Bpk., Eastwaysentrum 247, Pretoriaweg 617, Silverton.

AUCOR TVL

INSOLVENT ESTATE AUCTION: 2,1 ha PLOT WITH EXQUISITE FIVE-BEDROOM MANSION, GERHARDSVILLE

IN THE MATTER OF INSOLVENT ESTATE G. G. M. AND A. VAN DER MERWE

MASTER'S REFERENCE No. T3008/95

TO BE SOLD ON THE SPOT ON WEDNESDAY, 29 NOVEMBER 1995 AT 10:30

Duly instructed by the Trustee, we will hereby sell this property being Hoewe 66, Second Avenue, Gerhardsville.

Description: This plot is situated in Gerhardsville which is a rural community near Erasmia on the outskirts of Pretoria. This property is improved with a grand clinker-brick house of $\pm 350 \text{ m}^2$, servants' quarters and facilities for livestock. There is municipal water as well as a borehole.

The house was built to accommodate two families and is divided into two parts by four garages. The larger half consists of three bedrooms and two bathrooms. The main bedroom is upstairs with a full bathroom-en-suite, a workroom/study, wall-to-wall carpets and built-in cupboards. Downstairs there are two bedrooms, bathroom, entrance hall, lounge, family-room and modern kitchen with eye level oven and Jacaranda wood cupboards and separate scullery. The other half of the house has exactly the same layout with two bedrooms, two bathrooms, lounge, family-room, kitchen with scullery. The servants' quarters comprises of three bedrooms, bathroom and living-room.

Directions: In Quagga Road past Laudium (R55). Take Erasmia/Krugersdorp Road. Go past Erasmia $\pm 5 \text{ km}$ take Gerhardsville turn-off. Turn left into Tweede Laan. (WATCH FOR POSTERS.)

View: By appointment.

Terms: A 10% (ten per cent) deposit and 7% (seven per cent) auctioneers commission plus VAT thereon (bank- or bank-guaranteed cheque) on the fall of the hammer. The balance by suitable guarantees within 30 days of confirmation of sale. There is a 14/7 day confirmation period.

The above is subject to change without prior notice.

For further details please contact Aucor Tvl: Celeste Verwey, Tel. (012) 342-2041/342-3502/5/11. Fax (012) 342-2042.

LIBRA AUCTIONEERS ROODEPOORT

INSOLVENT ESTATE AUCTION: GLENHAZEL, JOHANNESBURG

Duly instructed by the Trustee in the insolvent estate of **E. L. Sacharowitz**, Masters Ref. T2659/95, we will sell by public auction presentation on the premises the undermentioned property, on Wednesday, 29 November 1995 at 14:30:

Certain: Erf 73, Glenhazel, Johannesburg, also known as 19 Long Avenue, Glenhazel, a semi split level plastered dwelling under tiled roof, consisting of entrance hall with ceramic floor tiles, stairs leading up to bedrooms and bathroom and down to m.e.s. lounge and dining-room. The upper floor consists of three bedrooms with built-in cupboards, bathroom, separate shower and toilet, main bedroom, is downstairs with own bathroom, and dressing-room, kitchen with Melamine cupboards, Kelvinator Elo and Hob, servant's room with facilities, swimming-pool. The 1903 stand is surrounded with fenced and a prefab wall and sliding gate in front. Neat garden with paved driveway.

Conditions: 20% (twenty per cent) deposit of the purchase price in cash or a bank-guaranteed cheque on signature of the conditions of sale. Balance within 30 days after day of confirmation. Further conditions will be read by the auctioneer before the closing of the bid.

Auctioneers and enquiries: Libra Auctioneers, Roodepoort. Tel. (011) 763-6267. Giel Bezuidenhout.

PHIL MINNAAR BK

(CK93/29245/23)

BESTORWE BOEDELVEILING VAN EENSLAAPKAMERWOONSTEL, SUNNYSIDE, PRETORIA

In opdrag van die Eksekuteur in die bestorwe boedel van **W. Wilke**, Boedelnommer 6285/95, verkoop ons die ondergenoemde eiendom per openbare veiling op Maandag, 27 November 1995 om 11:00:

Plek van veiling: Hollywood Heightswoonstelle 54, Troyestraat 126, Sunnyside, Pretoria.

Beskrywing van eiendom: Eenheid 63 van Skema SS61, bekend as Hollywood Heightswoonstelle 54, Troyestraat 126, Sunnyside, Pretoria, Registrasieafdeling JR, Transvaal, groot 74 m^2 .

Verbeterings: Die woonstel bestaan uit een slaapkamer, sit-/eetkamer, kombuis, badkamer, balkon en onderdakparkering met sekuriteit.

Terme: 20% (twintig persent) deposito in kontant of bankgewaarborgde tjek en die balans binne 30 dae na bekragtiging.

Navrae en besigtiging: Skakel Dirk Pienaar by (012) 322-8330/1.

Phil Minnaar BK, Afslaaers, Posbus 28265, Sunnyside, 0132. Tel. (012) 322-8330/1. Fax. (012) 322-9263.

PHIL MINNAAR BK

(CK93/29245/23)

INSOLVENTE BOEDELVEILING VAN BESPROEINGSPLAAS AANGRENSEND AAN DIE PALALARIVIER: IMPLEMENTE, TREKKER, SPILPUNT EN VOERTUIG, DISTRIK SWARTWATER

In opdrag van die Kurator in die insolvente boedel van **C. B. en W. Prinsloo**, Meesterverwysing T3069/95, verkoop ons die plaas en implemente per openbare veiling op Vrydag, 24 November 1995 om 11:00:

Plek van veiling: Vanaf Ellisras ry met Stockpoortpad vir 35 km, draai regs met Swartwaterpad. Ry vir 25 km en draai weer regs met Villa Norapad vir 9,6 km. Plaas aan linkerkant.

Beskrywing van eiendom: Gedeelte 1 van die plaas Wagenkop 88, distrik Swartwater, Noord-Transvaal. Registrasieafdeling LQ, Transvaal.

Grootte: 85,6532 hektaar.

Verbeterings: Plat sinkdakwoning wat bestaan uit vier slaapkamers, twee badkamers, sit-/eetkamer, kombuis en onthaal-area van ongeveer 66 m², dubbel motorafdak, buitekamer, vyf arbeiderskamers, omhein met hoë sekuriteitsheining, twee sterk toegeruste boorgate, pomp by rivier, 70 hektaar is besproeibaar met moederlyn, twee kragpunte van 100 kV ampère.

Implemente (afsonderlik verkoop): 700 L Vetsak-spuut, MF-bossieslaner; katoenpers (elektries); 4 ton-sleepwa (platbak); MF-kunsmisstrooier; 11-ry-koringplanter (Allis Chalmers); 4m-Vetsak-tiller; MF 3-skaarploeg; Vetsak-hammermeule; dis; 4-ry-Vetsak-planter; 30-hektaar-Valley-spilpunt.

Voertuie: 1969 Mercedes Benz 240-diesel; 1985 Land Cruiser (6 silinder) en Fiat 650S-trekker.

Besigtiging: Vanaf 10:00 op dag van veiling.

Terme: Eiendom: 10% (tien persent) deposito in kontant of bankgewaarborgde tjek en balans binne 14 dae na aanvraag.

Afslaerskommissie betaalbaar deur koper sowel as BTW daarop.

Losgoed: Streng kontant of bankgewaarborgde tjeks alleenlik.

Reg word voorgehou om items by te voeg of weg te laat.

Navrae: Skakel Dirkie Pienaar (012) 322-8330/1.

Phil Minnaar BK, Afslaers, Posbus 28265, Sunnyside, 0132. Tel. (012) 322-8330/1. Fax (012) 322-9263.

VERED PUBLIC AUCTION**INSOLVENT ESTATE W. C. AND C. R. KRUGER, MASTER'S REFERENCE T2978/95**

Instructed by the Trustee in the above matter we will sell by public auction Erf 312/5, De Deur, being 312/5 Ruwell Road, De Deur.

Improvements comprise a single storey dwelling of entrance, lounge, dining-room, TV-room, kitchen and laundry, three bedrooms and two bathrooms (m.e.s.). Outbuildings include two outside rooms and toilet and three lock-up garages. The property is fenced and has a well established garden.

Condition: The property will be sold to the highest accepted bidder, subject to confirmation by the trustee.

Terms: 15% (fifteen per cent) deposit in cash or bank certified cheque on the fall of the hammer, the balance by approved guarantees within 30 days.

Viewing: By arrangement with the auctioneers.

Date of sale: Tuesday, 28 November 1995 at 12:00, at the property.

For further information please contact the auctioneers: Vered (011) 646-5432.

Date: 3 November 1995.

Vered Auctioneers, P.O. Box 84272, Greenside, 2034. Tel. (011) 646-5432.

VERED PUBLIC AUCTION**INSOLVENT ESTATE A. J. VAN DER MERWE, MASTER'S REFERENCE T2583/95**

Instructed by the Trustee in the above matter we will sell by public auction Erf 617 SE 3, Vanderbijlpark, measuring 1 084 square metres, situated at 64 Beefwood Street, Vanderbijlpark.

Improvements comprise a single storey facebrick dwelling of entrance hall, lounge, dining-room, TV-room/bar, kitchen, three bedrooms and two bathrooms (m.e.s. with dressing-room), granny flat with bathroom. Outbuildings consist of maids-room and bathroom, covered entertainment bar and braai area around swimming-pool and double lock-up garage. The property is fenced with electronic control access gates.

Condition: The property will be sold to the highest accepted bidder, subject to confirmation by the trustee.

Terms: 15% (fifteen per cent) deposit in cash or bank-guaranteed cheque on the fall of the hammer, the balance by approved guarantees within 30 days.

Date: Thursday, 23 November 1995, at 12:00, at the property.

Viewing: During the day, security in attendance.

To be sold immediately after the auction a VW Citi Golf and household goods.

For further information please contact the auctioneers: Vered (011) 646-5432.

Date: 3 November 1995.

Vered Auctioneers, P.O. Box 84272, Greenside, 2034. Tel. (011) 646-5432.

VERED PUBLIC AUCTION**INSOLVENT ESTATE M. AND C. BRICE CC, IN LIQUIDATION, MASTER'S REFERENCE T2599/95**

Instructed by the Trustee in the above matter we will sell by public auction all plant, machinery, fixtures and fittings belonging to a well established pottery factory, including assorted kilns, jigging machine, jigging wheel, clay blungers, pugging mills, hydraulic clay press etc., plus office furniture, absolutely without reserve.

Terms: Strictly cash or bank-guaranteed cheque. VAT will be added to all sales.

Conditions: The equipment will be sold to the highest accepted bidder.

Date: Tuesday, 21 November 1995 at 10:30 at 40 Inglestone Road, Village Deep.

Viewing: During the day security in attendance.

For further information please contact the auctioneers: Vered (011) 646-5432.

Vered Auctioneers, P.O. Box 84272, Greenside, 2034. Tel. (011) 646-5432.

VERED PUBLIC AUCTION**INSOLVENT ESTATE G. M. CASSIM, MASTER'S REFERENCE T2825/95**

Instructed by the Trustee in the above matter we will sell by public auction Erf 8033, Adonis Street Extension 9, Lenasia.

Improvements include a single storey dwelling consisting of entrance hall, lounge, dining-room, kitchen, three bedrooms and two bathrooms (m.e.s.). The property is walled and has a single lock-up garage.

Terms: 15% (fifteen per cent) deposit in cash or bank certified cheque on the fall of the hammer, the balance by approved guarantees within 30 days.

Conditions: The property will be sold to the highest acceptable bidder, subject to confirmation by the trustee.

Date: Wednesday, 29 November at 11:00 at the property.

Viewing: During the day security in attendance.

For further information please contact the auctioneers: Vered (011) 646-5432.

Date: 3 November 1995.

Vered Auctioneers, P.O. Box 84272, Greenside, 2034. Tel. (011) 646-5432.

VERED PUBLIC AUCTION**INSOLVENT ESTATE A. S. CASSIM, MASTER'S REFERENCE T2824/95**

Instructed by the Trustee in the above matter we will sell by public auction Erf 5837, Lenasia Extension 5, situated at 54 Agaat Street:

Improvements include a single storey dwelling consisting of entrance hall, lounge, dining-room, kitchen, three bedrooms and two bathrooms (m.e.s.). The property is walled and has a single lock-up garage.

Terms: 15% (fifteen per cent) deposit in cash or bank-guaranteed cheque on the fall of the hammer, the balance by approved guarantees within 30 days.

Conditions: The property will be sold to the highest accepted bidder, subject to confirmation by the trustee.

Date: Wednesday, 29 November at 12:00 at the property.

Viewing: During the day, security in attendance.

For further information please contact the auctioneers: Vered (011) 646-5432.

Date: 3 November 1995.

Vered Auctioneers, P.O. Box 84272, Greenside, 2034. Tel. (011) 646-5432.

PARK VILLAGE AUCTIONS**MCH PROPERTIES (PTY), IN LIQUIDATION****MASTER'S REFERENCE NUMBER: T1811/95**

Duly instructed by the Liquidator in the above-mentioned estate, we will sell by public auction, on site at 12 Amalgam Place, Amalgam, Johannesburg, District of Gauteng, on Tuesday, 21 November 1995, commencing at 10:30, warehouse building and other improvements.

For further particulars and viewing contact the auctioneer: Park Village Auctions. Telephone Number (011) 789-4375. Telefax Number (011) 789-4369.

PARK VILLAGE AUCTIONS

INSOLVENT ESTATE: C. W. R. COLYN

MASTER'S REFERENCE NUMBER: T3249/95

Duly instructed by this Estate's Trustee, we will offer by way of public auction, on site at 6 Elma Avenue, Florida Glen Extension 1, Roodepoort, District of Gauteng, on Monday, 20 November 1995, commencing at 10:30, a five bedroomed home.

For further particulars and viewing contact the auctioneer: Park Village Auctions. Telephone Number (011) 789-4375. Telefax Number (011) 789-4369.

PARK VILLAGE AUCTIONS

INSOLVENT ESTATE: P. M. NEELY

MASTER'S REFERENCE NUMBER: T3215/95

Duly instructed by this Estate's Trustee, we will offer by way of public auction, on site at 795 Windsurf Street, Weltevredenpark Extension 29, Roodepoort, District of Gauteng, on Wednesday, 22 November 1995, commencing at 10:30, two bedroomed home.

For further particulars and viewing contact the auctioneer: Park Village Auctions. Telephone Number (011) 789-4375. Telefax Number (011) 789-4369.

PARK VILLAGE AUCTIONS

INSOLVENT ESTATE: H. L. RAIER

MASTER'S REFERENCE NUMBER: T2310/95

Duly instructed by this Estate's Trustees, we will offer by way of public auction, on site at 69 Wilmington Crescent, Lyndhurst, Johannesburg, District of Gauteng, on Monday, 20 November 1995, commencing at 10:30, a four bedroomed home.

For further particulars and viewing contact the auctioneer: Park Village Auctions. Telephone Number (011) 789-4375. Telefax Number (011) 789-4369.

PARK VILLAGE AUCTIONS

INSOLVENT ESTATE: H. L. RAIER

MASTER'S REFERENCE NUMBER: T2310/95

Duly instructed by this Estate's Trustee, we will offer by way of public auction, on site at Apartment 802, Stone Acres, corner of Tudhope and Alexander Avenues, Berea, Johannesburg, District of Gauteng, on Monday, 20 November 1995, commencing at 12:00, a two bedroomed flat.

For further particulars and viewing contact the auctioneer: Park Village Auctions. Telephone Number (011) 789-4375. Telefax Number (011) 789-4369.

CONSILIOR (EDMS.) BPK.

INSOLVENTE VEILING VAN VRAGMOTORS, VOORHAKERS, ASOOK WILDVANGTOERUSTING
OP 25 NOVEMBER 1995 OM 11:00

In opdrag van die voorlopige likwidateur van Helicapture (Edms.) Bpk., in likwidasie, Meestersverwysingsnommer T3271/95, bied ons die bostaande per publieke veiling aan op die plaas Altyd Mooi, distrik Mooketsi.

Navrae: Consilior (Edms.) Bpk., Posbus 155, Potgietersrus. Tel. (0154) 3141. Geregistreer volgens Wet No. 12 van 1992, Sertifikaat No. 58. Frans Jansen: Tel. (0154) 3141. Sieg Schoeman: Tel. (0152) 3099306 (na-ure). Coen Wolmarans: Tel. (015) 5161276 (na-ure).

ELI STRÖH VEILINGS

VEILING VAN CHEMIESE AANLEG, HUISHOUDELIKE MEUBELS, KANTOORMEUBELS, WIPBAKVRAGMOTORS, GRONDVERSKUIWINGSMASJINERIE, MOTORS, BAKKIES EN BAIE MEER

Behoorlik daartoe gelas deur die Trustees in die volgende sake:

- (1) **Janchem BK**, in likwidasie, Meestersverwysingsnommer T1635/95;
 - (2) Insolvente boedel **R. M. Grobler**, Meestersverwysingsnommer T1237/95; asook
 - (3) **Verskeie ander kliënte**;
- sal ons verkoop per openbare veiling op Vrydag, 24 November 1995 om 10:00, te die veilingsperseel (sien ligging).

Voertuie: Twee 1995 MAN 30/240-wipbakvragmotors (12 kubieke meter), Komatsu D31-stootskrapeer met skeurploeg, CAT 814-rubberwielstootskrapeer, Wacker 61-roller, 2 000 liter-waterkar, 1977 6-ton Nissan UG 78 met hidroliese kraan, 1985 Mercedes Benz 230E, 1979 Mercedes Benz 230, 1972 Mercedes Benz 280SE (outomaties), 1983 Mercedes Benz 300D-LAV (outomaties), 1967 Holden Special, Jaguar XJ6, 1983 Mazda 3000 LAV, 1981 Datsun 280 ZX, 1988 3-ton Nissan Cabstar, 1985 2-ton Nissan Cabstar.

Winkeltoerusting: Groot hoeveelheid staal- en houtrakke (goeie toestand), twee elektriese skale en nog meer.

Kantoortoerusting: Lessenaars, kantoorstoele, tiksterstoele, liasseerkabinette, fotostaatmasjien, rekenaar met drukker en skerm, rekenaarstaander, staalkaste, ens.

Huishoudelike meubels: Sitkamerstelle, antieke meubels, marmerblad wastafel, verskeie soliede houtmeubels, skilderye, ens.

Ander: Batteryvrughyser, twee palletysers, twee platformskale, 15-ton pers, elektriese betonmenger, industriële WAP-vakuummasjien, agt "Hot foil"-drukkermasjiene, Tampondrukkermasjien, "Shrink wrap"-masjien (tonneltipe), vlekvrue staaltensks, staaltafels, houtafels, mengtensks, groot hoeveelheid plastiese kanne met huishoudelike chemikalië, leë plastiese kanne, leë 200 liter-dromme, chemiese roumateriaal en baie meer, te veel om op te noem.

Afslaaersnota: Daar is te veel items om alles te lys en voornemende kopers word aangeraai om die veiling by te woon. Lys onderhewig aan veranderings. Besigtiging een dag voor veiling.

Ligging: Volg die Pietersburg/Dendronpad verby Janpret Ford vir ongeveer drie kilometer. Veilingsborde sal aangebring word. (Perseel van Dura Spares.)

Voorwaardes van verkoop: Kontant of bankgewaarborgde tjeks alleenlik. BTW word gehef op alle bates, tensy anders gemeld.

Vir meer besonderhede kontak die Afslaaers Eli Ströh Eiendomsagente & Afslaaers, Groblerstraat 14B, Posbus 1238, Pietersburg. Tel. (0152) 295-6439/0/1/2.

VAN'S AFSLAERS

VEILING EIENDOM

In opdrag van die Kurator van die insolvente boedel **H. C. en H. S. Badenhorst**, T3267/95 verkoop Van's Afslaaers, ondervermelde boedelbates, onderhewig aan bekragtiging, per openbare veiling op 21 November om 11:00, te Gialaan 659, Doornpoort, Pretoria.

Beskrywing: Erf 1979, Doornpoort.

Groot: 812 m².

Verbeterings: Tweeslaapkamerwoning.

Betaling op duplex: 10% (tien persent) deposito plus kommissie. Balans binne 30 dae.

Inligting: Van's Afslaaers (012) 335-2974.

CAPE • KAAP

PLAAS TE KOOP

Op las van die Land- en Landboubank van Suid-Afrika sal die Balju: Hooggeregshof, VRYBURG op 8 Desember 1995 om 10:00 voor die Landdroskantoor te VRYBURG die ondergemelde eiendom by publieke veiling verkoop:—

SEKER Gedeelte 2 VERGEVONDEN van plaas STONEHENGE nr 400

GELEË in die afdeling van VRYBURG

GROOT 856,5320 hektaar

Blykens Akte van Transport T1139/1970

in die naam van DIRK JACOBUS KOTZE

Die titelakte sal op die dag van verkoping beskikbaar wees vir insae deur voornemende kopers.

Ligging van hierdie eiendom:—

80 km noordnoordwes van Vryburg

Geboue en verbeterings wat beweer word om op die eiendom te bestaan is:—

2 Woonhuise, buitegeboue, 4 arbeidershuise, 3 motorhuise en 2 buitekamers, melkstal en toegeboue stoor, werkswinkel en 2 store. Veekerend omhein en verdeel in kampe. 7 Boorgate, 5 damme en 16 suipings.

Voornemende kopers se aandag word daarop gevestig dat daar geen verpligting op die Landbank rus om grense of bakens ten opsigte van die eiendom te wys nie. Geen versekering kan gegee word dat die beweerde geboue en ander verbeterings wel bestaan, of dat enige daarvan vry van retensiereg of huurkoop-ooreenkoms is, of dat 'n aangrensende eienaar geen belang of kontribusie-eis ten opsigte van 'n grensheining het nie.

Die eiendom word voetstoots verkoop soos dit staan, onderworpe aan alle serwiture 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, belastinge en hereregte wat nodig mag wees om transport in sy naam te registreer. Hierdie bedrae moet betaal word sodra die Landbank dit versoek.

Die eiendom word verkoop vry van enige huurooreenkomste, bewoningsregte, koop-ooreenkomste en/of vruggebruik.

Die Landbank behou hom die reg voor om enige eiendom wat te koop aangebied word te enige tyd van die verkoping te onttrek.

Die eiendom word verkoop onderworpe aan die Staat se beweerde eiendomsreg oor staande oeste wat op die eiendom mag wees.

VERWYSINGSNOMMER: DGA 00610 04G (REGTE)

Land- en Landboubank van Suid-Afrika, Posbus 375, Pretoria, 0001. 9 November 1995.

ORANGE FREE STATE ORANJE-VRYSTAAT

PLAAS TE KOOP

Op las van die Land- en Landboubank van Suid-Afrika sal die Balju: Hooggeregshof, Winburg op 8 Desember 1995 om 10:00 voor die Landdroskantoor te Winburg die ondergemelde eiendom by publieke veiling verkoop:—

Die plaas DE PLAISANTE 2278, distrik Winburg, Provinsie Vrystaat

GROOT: 551,6937 hektaar

Blykens Akte van Transport T15898/1991

in die naam van JOHANNES JACOBUS JOUBERT

Die titelakte sal op die dag van verkoping beskikbaar wees vir insae deur voornemende kopers.

Ligging van hierdie eiendom:—

22 km noord van Winburg

Geboue en verbeterings wat beweer word om op die eiendom te bestaan is:—

Woonhuis, woonstel, staalstoor, 2 store en koeistal. Veekerend omhein en verdeel in kampe. 5 Boorgate, opgaartenk, 3 sementdamme, 3 gronddamme, 2 krippe en vlei met kuile.

Voornemende kopers se aandag word daarop gevestig dat daar geen verpligting op die Landbank rus om grense of bakens ten opsigte van die eiendom uit te wys nie. Geen versekering kan gegee word dat die beweerde geboue en ander verbeterings wel bestaan, of op die eiendom soos hierbo gemeld, geleë is nie, of dat enige daarvan vry van retensiereg of huurkoop-ooreenkoms is, of dat 'n aangrensende eienaar geen belang of kontribusie-eis ten opsigte van 'n grensheining het nie.

Die eiendom word voetstoots verkoop soos dit staan, onderworpe aan alle serwitute en voorwaardes in die titelakte vermeld.

By die toeslaan van die bot moet die koper die volgende in kontant of per bankgewaarborgde tjek betaal:—

- (a) Minstens een-tiende van die 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, belastinge en hereregte wat nodig mag wees om transport in sy naam te registreer. Hierdie bedrae moet betaal word sodra die Landbank dit versoek.

Die eiendom word verkoop vry van enige huurooreenkomste, bewoningsregte, koop-ooreenkomste en/of vruggebruik.

Die Landbank behou hom die reg voor om enige eiendom wat te koop aangebied word te enige tyd van die verkoping te onttrek.

VERWYSINGSNOMMER: BCAT 04075 02G (REGTE)

Land- en Landboubank van Suid-Afrika, Posbus 375, Pretoria, 0001. 9 November 1995.

PLAAS TE KOOP

Op las van die Land- en Landboubank van Suid-Afrika sal die Balju: Hooggeregshof, VIRGINIA op 8 Desember 1995 om 10:00 voor die Landdroskantoor te VIRGINIA die ondergemelde eiendom by publieke veiling verkoop:—

Restant van die plaas REBELKOP 456, distrik Ventersburg, Vrystaat Provinsie

GROOT: 494,2747 hektaar

Blykens Akte van Transport T14872/1993

LW ±2,7000 hektaar van die sekuriteit is deur die Nasionale Vervoerkommissie onteien in die naam van RUDOLPH PIETER VAN DEN BERG

Ligging van hierdie eiendom:

8 km oos van Virginia

Geboue en verbeterings wat beweer word om op die eiendom te bestaan is:—

Veekerend omhein en verdeel in kampe. 2 Boorgate, sementdam, suipkrip.

Voornemende kopers se aandag word daarop gevestig dat daar geen verpligting op die Landbank rus om grense of bakens ten opsigte van die eiendom uit te wys nie. Geen versekering kan gegee word dat die beweerde geboue en ander verbeterings wel bestaan, of op die eiendom soos hierbo gemeld, geleë is nie, of dat enige daarvan vry van retensiereg of huurkoop-ooreenkoms is, of dat 'n aangrensende eienaar geen belang of kontribusie-eis ten opsigte van 'n grensheining het nie.

Die eiendom word voetstoots verkoop soos dit staan, onderworpe aan alle serwitute en voorwaardes in die titelakte vermeld.

By die toeslaan van die bot moet die koper die volgende in kontant of per bankgewaarborgde tjek betaal:—

(a) Minstens een-tiende van die koopprijs.

(b) 2,5% Afslaerskommissie onderworpe aan 'n maksimum van R7 500. (14% BTW indien van toepassing is eksklusief betaalbaar)

(c) Alle koste in verband met die verkoping wat insluit advertensiekoste.

(d) BTW indien van toepassing, dit is 14% op die volle koopprijs;

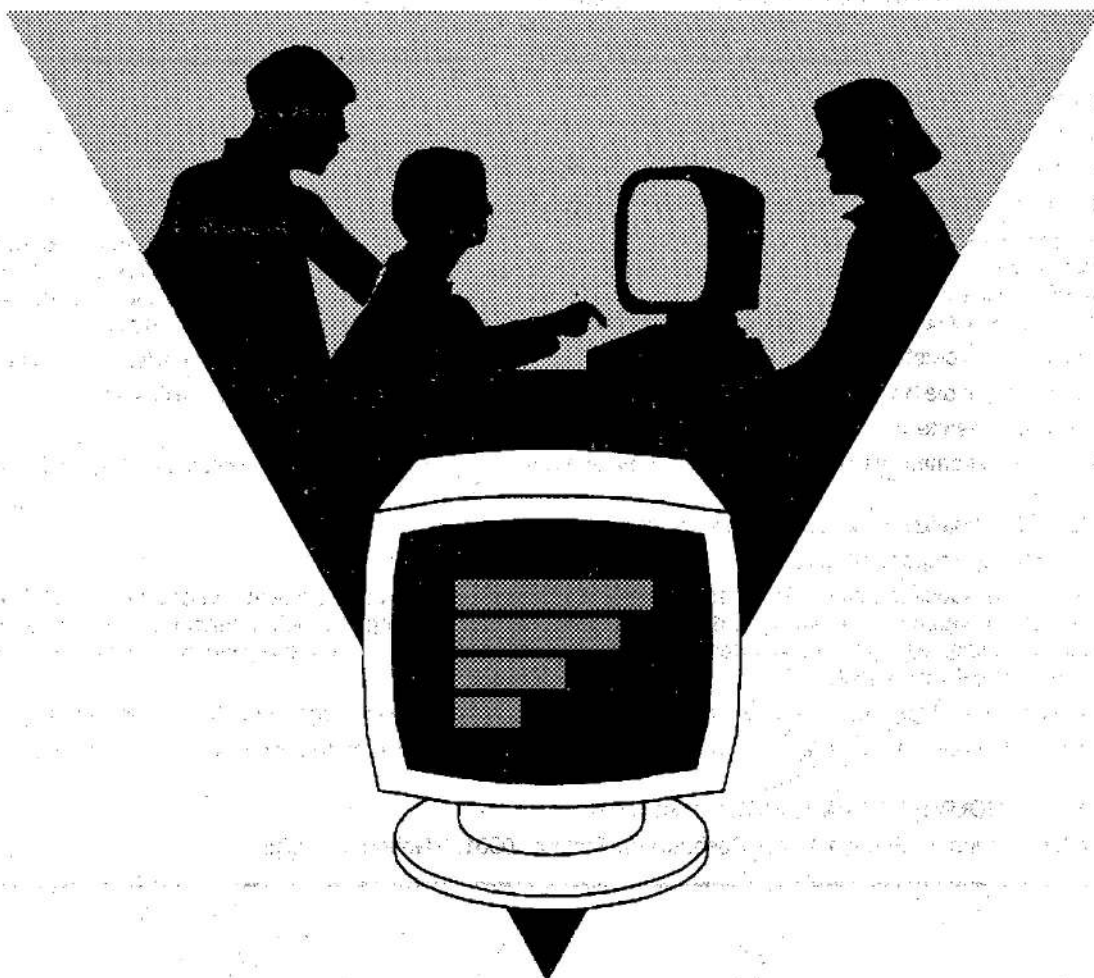
Die saldo van die koopsom, plus 17,5% rente daarop vanaf die datum van die verkoping tot datum van betaling, is binne 3 maande na die datum van die verkoping aan die Landbank betaalbaar. Die koper is ook aanspreeklik vir die betaling van alle gelde, heffings, belastinge en hereregte wat nodig mag wees om transport in sy naam te registreer. Hierdie bedrae moet betaal word sodra die Landbank dit versoek.

Die eiendom word verkoop vry van enige huurooreenkomste, bewoningsregte, koop-ooreenkomste en/of vruggebruik.

Die Landbank behou hom die reg voor om enige eiendom wat te koop aangebied word te enige tyd van die verkoping te onttrek.

VERWYSINGSNOMMER: BCAM 04358 01G (REGTE)

Land- en Landboubank van Suid-Afrika, Posbus 375, Pretoria, 0001. 9 November 1995.



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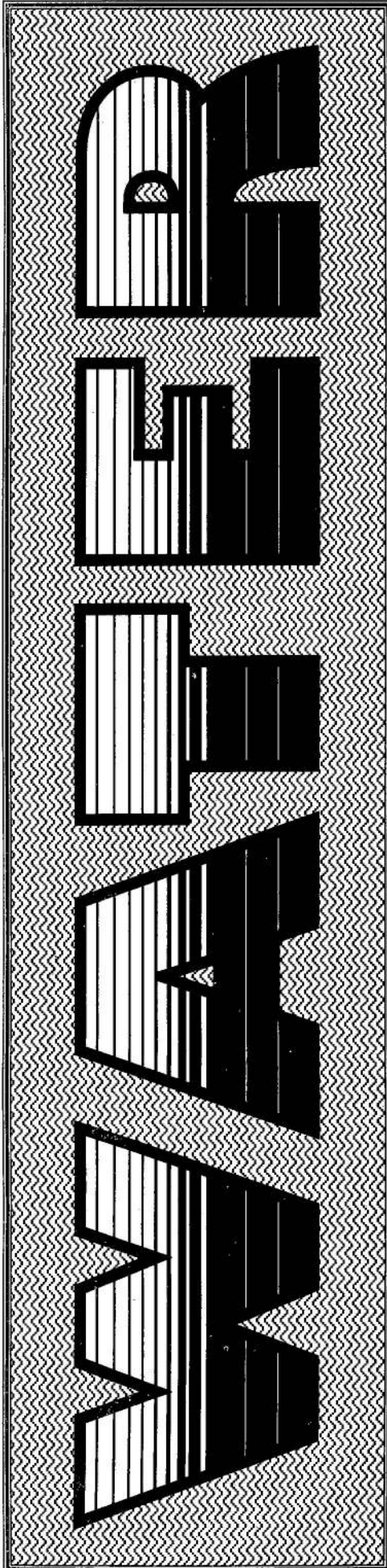
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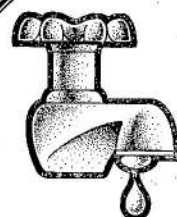
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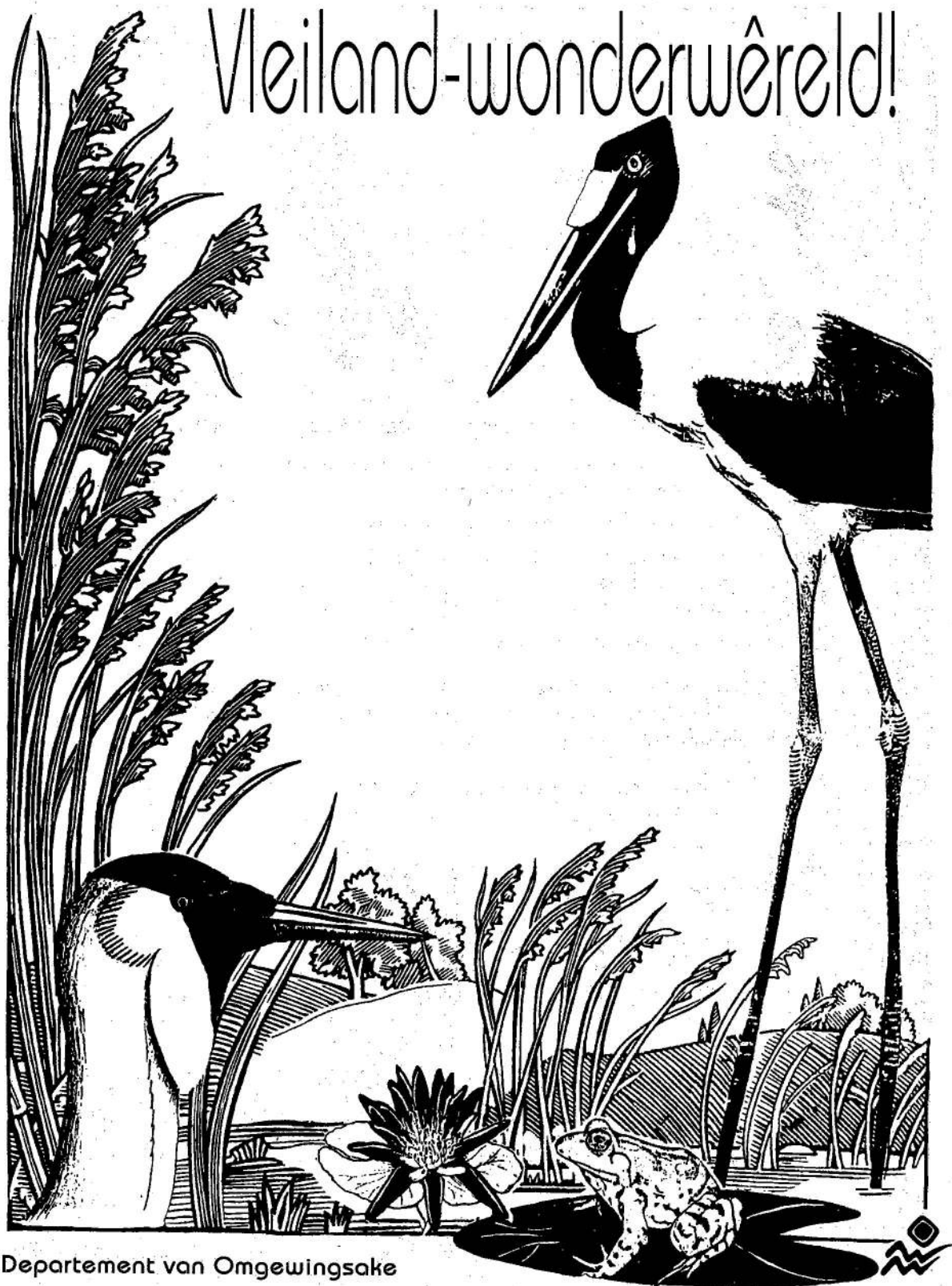


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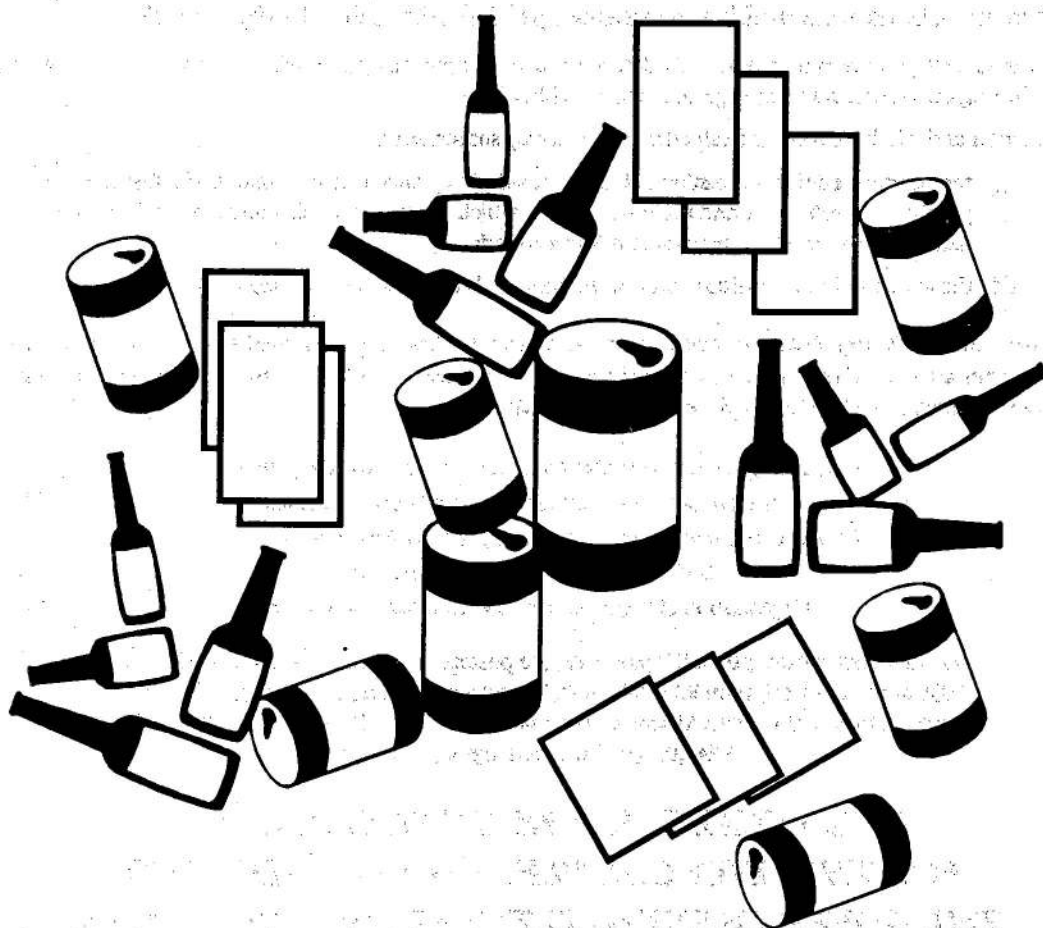
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