REPUBLIC OF SOUTH AFRICA

REPUBLIEK VAN SUID-AFRIKA

Government Gazette
Staatskoerant

Vol. 367 PRETORIA, 12 JANUARY JANUARIE 1996 No. 16921

LEGAL NOTICES

WETLIKE KENNISGEWINGS

B

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

LIST OF FIXED TARIFF RATES

AND

CONDITIONS

FOR PUBLICATION OF LEGAL NOTICES IN THE *GOVERNMENT GAZETTE*

(COMMENCEMENT: 1 APRIL 1994)

LIST OF FIXED TARIFF RATES

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

LYS VAN VASTE TARIEWE

EN

VOORWAARDES

VIR PUBLIKASIE VAN WETLIKE KENNISGEWINGS IN DIE *STAATSKOERANT*

(INWERKINGTREDING: 1 APRIL 1994)

LYS VAN VASTE TARIEWE

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

WORD COUNT TABLE

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

WOORDETAL-TABEL

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

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

CONDITIONS FOR PUBLICATION
VOORWAARDES VIR PUBLIKASIE

CLOSING TIMES FOR THE ACCEPTANCE OF NOTICES

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

SLUITINGSTYE VIR DIE AANNAME VAN KENNISGEWINGS

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

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

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

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

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

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

APPROVAL OF NOTICES

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

THE GOVERNMENT PRINTER INDEMNIFIED AGAINST LIABILITY

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

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

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

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

LIABILITY OF ADVERTISER

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

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

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

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

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

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

GOEDKEURING VAN KENNISGEWINGS

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

VRYWARING VAN DIE STAATSDRUKKER TEEN AANSPREEKLIKHEID

4. Die Staatsdrukker aanvaar geen aanspreeklikheid vir—

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

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

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

AANSPREEKLIKHEID VAN ADVERTEERDER

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

COPY

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

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

(1) The kind of notice.

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

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

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

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

PAYMENT OF COST

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

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

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

(a) the list of fixed tariff rates; or

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

KOPIE

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

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

(1) Die aard van die kennisgewing.

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

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

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

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

BETALING VAN KOSTE

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

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

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

(a) die lys van vaste tariewe; of

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

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

Advertising Section
Government Printing Works
Private Bag X85
Pretoria
0001

before publication.

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

The following stamps are not acceptable:

(i) Revenue stamps of the old series.

(ii) Revenue stamps of other states.

(iii) Postage stamps.

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

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

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

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

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

Advertensie-afdeling
Staatsdrukkery
Privaatsak X85
Pretoria
0001

gerig word.

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

Die volgende seëls is nie aanvaarbaar nie:

(i) Inkomsteseëls van die ou reeks.

(ii) Inkomsteseëls van ander state.

(iii) Posseëls.

Sien "Belangrike Kennisgewing" onderaan hierdie Voorwaardes.

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

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

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

PROOF OF PUBLICATION

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

BEWYS VAN PUBLIKASIE

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

Important Notice

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

Belangrike Kennisgewing

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

IMPORTANT ANNOUNCEMENT

Closing times **PRIOR TO PUBLIC HOLIDAYS** *for*
LEGAL NOTICES
GOVERNMENT NOTICES 1996

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

- **14 March,** Thursday, for the issue of Friday **22 March**
- **28 March,** Thursday, for the issue of Thursday **4 April**
- **3 April,** Wednesday, for the issue of Friday **12 April**
- **25 April,** Thursday, for the issue of Friday **3 May**
- **13 June,** Thursday, for the issue of Friday **21 June**
- **1 August,** Thursday, for the issue of Thursday **8 August**
- **19 September,** Thursday, for the issue of Friday **27 September**
- **12 December,** Thursday, for the issue of Friday **20 December**
- **17 December,** Wednesday, for the issue of Friday **27 December**

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 1996

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

- **14 Maart,** Donderdag, vir die uitgawe van Vrydag **22 Maart**
- **28 Maart,** Donderdag, vir die uitgawe van Donderdag **4 April**
- **3 April,** Woensdag, vir die uitgawe van Vrydag **12 April**
- **25 April,** Donderdag, vir die uitgawe van Vrydag **3 Mei**
- **13 Junie,** Donderdag, vir die uitgawe van Vrydag **21 Junie**
- **1 Augustus,** Donderdag, vir die uitgawe van Donderdag **8 Augustus**
- **19 September,** Donderdag, vir die uitgawe van Vrydag **27 September**
- **12 Desember,** Donderdag, vir die uitgawe van Vrydag **20 Desember**
- **17 Desember,** Woensdag, vir die uitgawe van Vrydag **27 Desember**

Laat kennisgewings sal in die daaropvolgende uitgawe geplaas word. Indien 'n laat kennisgewing wel, onder spesiale omstandighede, aanvaar word, sal 'n dubbeltarief gehef word.

Wanneer 'n APARTE *Staatskoerant* verlang word moet die kopie drie kalenderweke voor publikasie ingedien word

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

TRANSVAAL

CASE No. 36096/95

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

In the matter between **NBS BANK LIMITED,** PLAINTIFF, and **CAROLINA SUSANNA CUMMINGS,** DEFENDANT

A sale in execution will be held at 10H00 on the 31st day of JANUARY 1996 at FEHRS AVENUE CENTRE, 130B STRUBEN STREET, PRETORIA of:

ERF 907 situate in the township ELARDUSPARK EXTENSION 2; Registration Division J.R., Transvaal; MEASURING 1 428 square metres; HELD by the Defendant by virtue of Deed of Transfer no. T.49854/91.

Known as 472 PIERING STREET, ELARDUSPARK EXTENSION 2.

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

Dwelling single storey, brick walls, fitted carpets, tiles, flat IBR roof, lounge, dining room, kitchen, pantry, 3 bedrooms, 2 bathrooms, 2 wc's, entrance, scullery, walk in cupboard, d/carport, 1 wc, sec. system, patio, concrete walls and pavings.

The Conditions of Sale may be inspected at the Office of the sheriff Pretoria South.

Solomon, Nicolson, Rein & Verster, Plaintiff's Attorney. (Ref: Mr Stolp/RH/M.1341.)

SAAKNOMMER: 1234/94

IN DIE LANDDROSHOF VIR DIE DISTRIK VEREENIGING GEHOU TE MEYERTON

In die saak tussen **EERSTE NASIONALE BANK,** Eiser, en **GERHARDUS PETRUS DAWID LUBBE,** en **ISABELLA HENDRINA LUBBE,** Verweerder

KRAGTENS vonnis van die bogemelde Landdroshof gedateer 17/08/94 en die daaropvolgende Lasbrief vir Eksekusie, word die volgende eiendom in eksekusie deur die Balju Landdroshof, MEYERTON te LOCHSTRAAT 51, MEYERTON om 10H00 op 1ste FEBRUARIE 1996 aan die hoogste bieder verkoop:

GEDEELTE 8 VAN ERF 2 GELEE IN DIE DORPSGEBIED VAN KLIPRIVIER.

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 Veertien (14) dae, bereken vanaf datum van koop, welke waarborg betaalbaar is op datum van registrasie van transport.

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

SITKAMER, 3 SLAAPKAMERS, DUBBELMOTORHUIS, BETONOMHEINING, TEELDAK EN DUBBELGERIEWE.

Geleë te VERWOERDWEG 261, KOOKRUS.

Die volledige verkoopsvoorwaardes sal bindend wees op die Koper en kan gedurende kantoorure te die Balju Landdroshof, LOCHSTRAAT 51, MEYERTON besigtig word.

Geteken te Meyerton op hierdie 7 dag van DESEMBER 1995.

Mc Loughlin Porter, Lochstraat 15D, Meyerton. (Verw. E241/S. Allison.)

CASE No: 23411/95

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

In the matter between **FIRST NATIONAL BANK OF SOUTHERN AFRICA LIMITED,** Plaintiff, and **BAZIL MICHAEL CLARKE,** Defendant

In the above matter a sale will be held on THURSDAY 1 FEBRUARY 1996 at 12,00 noon AT THE SITE OF NOS. 28 & 30 PENTZ STREET, HEIDELBERG being: ERF 78 HEIDELBERG, in the Municipality of Heidelberg, Division of Stellenbosch; MEASURING: 914 Square Metres.

CONDITIONS OF SALE

1. The sale is subject to the terms and conditions of the Magistrate's Court Act No. 32 of 1944, the property being sold voetstoots and as it stands and subject to the conditions of the existing Title Deed.

2. One-tenth of the purchase price shall be paid immediately after the property is declared to be sold and the balance of the purchase price together with interest thereon at the rate of EIGHTEEN COMMA TWO FIVE PERCENTUM (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): Two dwellings comprising: No. 28: Lounge, kitchen, 3 bedrooms, bathroom/toilet, enclosed stoep and single garage. No. 29: Lounge, 3 bedrooms, kitchen, bathroom/toilet.

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 Sherif at SWELLENDAM 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 No. 93/13824

IN THE SUPREME COURT OF SOUTH AFRICA
(WITWATERSRAND LOCAL DIVISION)

In the matter between **NEDCOR BANK LIMITED,** Plaintiff, and **FISCHBACH GREGORY ANDREW,** Defendant

In execution of a judgment of the above Honourable Court, a sale without reserve will be held at the Halfway House Sheriff's office at Lochner Park, Block D, 1st Floor, cnr Richards Drive and Suttie Street, Halfway House, on 31 January 1996 at 14:30 of the undermentioned property on the conditions which will lie for inspection at the offices of the said Sheriff, prior to the sale:

Certain Remaining Extent of Holding 55, Glen Austin Agricultural Holdings, Registration Division J.R., Transvaal, Measuring 8 566 (Eight Five Six Six) square metres, Held under and by virtue of Deed of Transfer No. T106001/92.

The following particulars are furnished re the improvements, none of which is guaranteed: A single storey dwelling with tiled roof, consisting of three bedrooms, one bathroom, kitchen, lounge and dining room.

Terms: Deposit 10% of the purchase price and the auctioneer's charges in cash on the day of the sale and the balance plus interest against registration of transfer, to be secured by an acceptable guarantee to be furnished within fourteen days from date of the sale. Auctioneer's charges, to be calculated as follows:

5% of the proceeds of the sale up to a price of R20 000,00 and thereafter 3% up to a maximum fee of R6 000,00. Minimum charge R200,00.

DATED at JOHANNESBURG on this the 24th day of NOVEMBER 1995.

L. Smith, for Tonkin Clacey, Execution Creditor's Attorneys, Cradock Heights, corner of Cradock and Tyrwhitt Avenues, Rosebank, Johannesburg. (Tel. 880-6695.) (Ref. S. Yin/10024.)

Case No. 2785/95

IN THE SUPREME COURT OF SOUTH AFRICA
(TRANSVAAL PROVINCIAL DIVISION)

In the matter between **THE STANDARD BANK OF SOUTH AFRICA LIMITED,** Plaintiff, and **KONSTANTINOS KARRAS,** First Defendant, and **YIANNOULA KARRAS,** Second Defendant

In terms of a judgment of the Supreme Court of South Africa (Transvaal Provincial Division) in the abovementioned suit a sale will be held in front of the Magistrate's Court, Van Zyl Smit Street, OBERHOLZER on FRIDAY, 26th JANUARY 1996 at 10h00 of the undermentioned property of the First and Second 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:

LOT 1117 situated in the township of OBERHOLZER, Registration Division I.Q. Transvaal (also known as 32 Station Street, Oberholzer, Carltonville) IN EXTENT 2 231 (Two Thousand Two Hundred and Thirty One) square metres. HELD by Deed of Transfer T20590/90.

The following information is furnished re the improvements though in this respect nothing is guaranteed: One storey dwelling with tiled roof consisting of entrance hall, lounge, dining room, family room, study, kitchen, 3 bedrooms, 2 bathrooms/WC 1 toilet, 1 shower, 1 sewing room, 1 garages and a carport, 1 store room with 2 WC and 1 bath with brick and precast walls and concrete paving.

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

DATED AT PRETORIA ON THIS 18th day of DECEMBER 1995.

C. B. YEO, FOR ADAMS & ADAMS, SHORBURG, 429 CHURCH STREET, PRETORIA. (TEL. 320-8500.) (REF. CBY/vt S.140/95.)

SAAKNOMMER 82968/94

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN PRETORIA GEHOU TE PRETORIA

In die saak tussen: **F H CHAMBERLAIN TRADING (PTY) LTD,** Eiser, en **G. J. VAN STADEN,** Verweerder

INGEVOLGE 'n Vonnis en Eksekusie Lasbrief wat by Bogemelde Agbare Hof verkry is en gedateer te 18 April 1995 sal die hiernagenoemde eiendom op 8 FEBRUARIE 1996 om 10H00 by die LANDDROSKANTOOR te WARMBAD per publieke veiling aan die hoogste bieder verkoop word.

ERF: 173 GHOLFBAANPARK, REGISTRASIE AFDELING K.R, bekend as Van Der Merwestraat 77, Gholfbaanpark, Warmbad.

GROOT: 1 350 (EEN DUISEND DRIE HONDERD EN VYFTIG) VIERKANTE METER GEHOU DEUR DIE VERWEERDER KRAGTENS AKTE VAN TRANSPORT Nr. T91859/1994.

Die verkoopsvoorwaardes is ter insae by die kantoor van die Balju Warmbad, Noordelike Provinsie te Plaas Sterkfontein, Ellisras.

GEDATEER TE PRETORIA OP HIERDIE 7DE DAG VAN NOVEMBER 1995.

R. E. MEGAW, SAVELKOULSGEBOU 417, PAUL KRUGERSTRAAT 256, PRETORIA. (TEL. 323-1753/4.) (VERW. MEGAW/edb/686/94.)

Case 15419/95

IN THE SUPREME COURT OF SOUTH AFRICA

(TRANSVAAL PROVINCIAL DIVISION)

In the matter between **THE STANDARD BANK SA LTD,** Plaintiff, and **MARK DE GOEDE,** First Defendant, and **VALOIS VAN DER MERWE,** Second Defendant

In terms of a judgment of the Supreme Court of South Africa (Transvaal Provincial Division) in the abovementioned suit, a sale will be held at Ferhs Avenue Centre, 130B Struben Street, Pretoria on Wednesday, 31 January 1996 at 10H00 of the undermentioned property of the defendants on the conditions to be read out by the Auctioneer at the time of the sale and which conditions may be inspected at the offices of the Sheriff prior to the sale:

(a) Section number 1 as shown and more fully described on Sectional Plan No. SS465/94 in the scheme known as Erf 1457 Zwartkop Extension 8 in respect of the land and building or buildings situate at Zwartkop Extension 8 (also known as 10B Coal Street, Zwartkop X8) Local Authority City Council of Verwoerdburg of which the floor area, according to the said section plan, is 93 (Ninety 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 Held under Deed of Transfer ST54917/94.

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

Duet consisting of lounge, dining room, 2 bedrooms, bathroom, wc, kitchen and 1 carport.

TEN PERCENT (10%) of the purchase price and 5% auctioneer charges on the first R20 000,00 and 3% thereafter in cash, plus VAT, on the day of the sale, the balance against transfer to be secured by a bank or building society guarantee, to be approved by the Plaintiff's attorneys, to be furnished to the Sheriff within FOURTEEN (14) days after the date of sale.

DATED at PRETORIA this 14th day of DECEMBER 1995.

E. M. Eybers, for Adams & Adams, Shorburg, 429 Church Street, Pretoria. [Tel. (012) 320 8500.] (Ref: EME/ep S940/95.)

CASE NO. 21498/95

IN THE SUPREME COURT OF SOUTH AFRICA

(WITWATERSRAND LOCAL DIVISION)

In the matter between: **NEDCOR BANK LIMITED,** Plaintiff, and **JAN HARM VENTER,** 1st Defendant, and **KATRINA SUSANNA VENTER,** 2nd Defendant

Notice is hereby given that on the 2 FEBRUARY 1996, at 11h.00 the undermentioned property will be sold by Public Auction at the offices of the Sheriff, BRAKPAN 439 PRINCE GEORGE AVENUE, BRAKPAN pursuance to a Judgment in this matter granted by the above Honourable Court on 24 OCTOBER 1995, namely:

Certain: ERF 248 BRAKPAN, REGISTRATION DIVISON I.R THE PROVINCE OF GAUTENG.

Situate at: 102 ESCOMBE AVENUE, BRAKPAN.

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

Detached single storey brick residence consisting of:

3 BEDROOMS, 2 BATHROOM, KITCHEN, DINING ROOM, LOUNGE

and outbuildings comprised of:

GARAGE, CARPORT.

The full Conditions of Sale may be inspected at the offices of the Sheriff, BRAKPAN, 439 PRINCE GEORGE AVENUE, BRAKPAN.

DATED at BOKSBURG on this the 12 December 1995.

TUCKERS INC, 2ND FLOOR, PERMANENT BUILDING, 312 COMMISSIONER STREET, BOKSBURG. TEL: 892-3400. REF: MRS L PINHEIRO/H07014.

Case 13095/95

IN THE SUPREME COURT OF SOUTH AFRICA

(TRANSVAAL PROVINCIAL DIVISION)

In the matter between **THE STANDARD BANK SA LTD,** Plaintiff, and **DENIS SINCLAIR,** Defendant

In terms of a judgment of the Supreme Court of South Africa (Transvaal Provincial Division) in the abovementioned suit, a sale will be held at the offices of the Sheriff White River, Farm Latwai, Rocky Drift, District White River, on Friday, 26 January 1996 at 11H00 of the undermentioned property of the defendants on the conditions to be read out by the Auctioneer at the time of the sale and which conditions may be inspected at the offices of the Sheriff prior to the sale:

Erf 290 White River, Extension 1 Township, Registration Division JU, Transvaal (also known as 10 Wally Scott Street, White River X1).

In Extent: 1487 (One Thousand Four Hundred and Eighty Seven) square metres.

Held under Deed of Transfer T23437/92.

Subject to the conditions therein contained and especially the reservation of mineral rights.

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

Dwelling consistng of entrance hall, lounge, dining room, family room, kitchen, laundry, pantry, 3 bedrooms, bathroom, bathroom/wc, wc, 2 showers, 1 garage, 2 carports, 2 servants' rooms with wc and swimming pool.

TEN PERCENT (10%) of the purchase price and 5% auctioneer charges on the first R20 000,00 and 3% thereafter in cash, plus VAT, on the day of the sale, the balance against transfer to be secured by a bank or building society guarantee, to be approved by the Plaintiff's attorneys, to be furnished to the Sheriff within FOURTEEN (14) days after the date of sale.

DATED at PRETORIA this 14th day of DECEMBER 1995.

E. M. Eybers, for Adams & Adams, Shorburg, 429 Church Street, Pretoria. [Tel. (012) 320 8500.] (Ref: EME/ep S19/94.)

SAAKNOMMER: 5519/92

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN MIDDELBURG GEHOU TE MIDDELBURG

In die saak tussen **ALLIED BANK** ('N DIVISIE VAN ABSA BANK BEPERK), EISER, en **H SHAIKH,** VERWEERDER

Ingevolge uitspraak in die Hof van die Landdros van Middelburg en Eksekusie teen Goed gedateer 20 Oktober 1994 sal die ondervermelde eiendom op VRYDAG 2 FEBRUARIE 1996 om 11h00 te Slegtkampstraat 13C, Middelburg aan die hoogste bieder geregtelik verkoop word, naamlik

ERF: Gedeelte 1 van Erf 2791 Middelburg Dorpsgebied Uitbreiding 17, Registrasie Afdeling J.S., Mpumalanga.

GROOT: 1076 (Eenduisend Ses en Sewentig) vierkante meter.

GEHOU: Kragtens Akte van Transport: T 79312/90.

VERKOOPSVOORWAARDES:

1. 'n Deposito van 10% (tien per centum) van die koopprys op datum van verkoping met goedgekeurde bank/bougenootskapswaarborg vir die balans koopprys binne 30 (dertig) dae na datum van verkoping;

2. Die verdere verkoopsvoorwaardes lê ter insae by die kantore van prokureurs ESTERHUYSEN & BOTHA, Markstraat 20B, Middelburg en die Balju, Totiusstraat 107, Middelburg.

F. J. Botha, vir Esterhuysen & Botha, Posbus 68, Markstraat 20B, Middelburg, 1050.

CASE NUMBER: 95/03539

IN THE SUPREME COURT OF SOUTH AFRICA

(WITWATERSRAND LOCAL DIVISION)

In the matter between **ALLIED BANK,** Plaintiff, and **VELAPHI WILSON NYAKANE,** Defendant

In pursuance of a Judgment of the above Honourable Court and Writ of Execution the the following Property shall be sold in Execution by the Sheriff on WEDNESDAY the 7th FEBRUARY, 1996 at 09H00 at the PREMISES situated at 18 KRINKHOUT STREET, DALPARK EXTENSION 6, BRAKPAN, without reserve to the highest bidder:

CERTAIN: ERF 2036 DALPARK EXT. 6 TOWNSHIP, Registration Division I.R. TRANSVAAL also known as 18 Krinkhout Street, Dalpark Ext. 6, Brakpan.

MEASURING: 1045 SQUARE METRES.

HELD: BY DEED OF TRANSFER NO: T 14573/1994.

IMPROVEMENTS:

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

DWELLING HOUSE:

BRICK BUILDING WITH TILED ROOF, KITCHEN, LOUNGE, DININGROOM, THREE BEDROOMS, ONE BATHROOM, ONE TOILET, ONE OUTSIDE TOILET and ENCLOSED YARD WITH PRE-CAST WALLING.

CONDITIONS OF SALE

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

2. The purchaser shall pay a deposit of 10% (ten persent) of the purchase price as well as the auctioneer's commission in cash on the date of the sale and the balance plus interest at the rate of 16,25% P.A. against Transfer to be secured by a Bank Guarantee to be approved by Plaintiff's Attorney, to be furnished to the Sheriff within 14 (fourteen) days after the date of sale.

3. The full Conditions of Sale which will be read out immediately prior to the Sale may be inspected at the SHERIFF OF THE SUPREME COURT'S OFFICE, 439 PRINCE GEORGE AVENUE, BRAKPAN.

DATED AT SPRINGS ON THIS THE 1st DAY OF DECEMBER, 1995.

B. Cooper, for Ivan Davies Theunissen, Plaintiff's Attorneys, IDT Building, 64 Fourth Street, Springs. (Tel. 812-1050.) (Ref. Mr Cooper/JD/B04795.)

CASE NO. 8225/94

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 **BERNHARD CHRISTIAAN STANDER,** First Defendant

In pursuance of a Judgment in the Court for the Magistrate of BENONI on the 26th MAY 1995 and Writ of Execution issued pursuant thereto the property listed hereunder will be sold in Execution and by PUBLIC AUCTION on 8th FEBRUARY 1996 at 10h00 a.m. AT THE PROPERTY namely:

CERTAIN: ERF 4118 NORTHMEAD EXT 1 TOWNSHIP situate at 9 TYPHOON STREET, in the township of AIRFIELD in the district of BENONI measuring 997 (NINE HUNDRED AND NINETY SEVEN) square metres.

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

Building built of brick and plaster and comprises of entrance hall, lounge, family room, study, diningroom, kitchen, four bedrooms, one bathroom, single garage, servants room and three storerooms.

THE CONDITIONS OF SALE

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

The full Conditions of Sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Court and/or at the offices of LIBRA AUCTIONEERS, 6 Kingfisher Street, Horison Park, Roodepoort.

Dated at BENONI on this 6th day of DECEMBER 1995.

Hammond Pole & Dixon Inc., Attorney for Plaintiff, 75 Elston Avenue, Benoni. (Tel. 917-4631.) (Ref. A00417/Mrs Whitson.)

Case 2938/94
PH 342

IN THE SUPREME COURT OF SOUTH AFRICA

(WITWATERSRAND LOCAL DIVISION)

In the matter between **ANGLO AMERICAN CORPORATION OF SOUTH AFRICA LIMITED,** Plaintiff, and **MODIKOE: THOBEKA JUDITH,** Defendant

1. The undermentioned property will be sold on 01 February 1996 at the sheriff's office, 131 Marshall Street, Johannesburg in execution of a judgment obtained in the above matter on 30 November 1994:

Erf 723 Orlando West Extension Township; Registration Division, IQ, Transvaal; measuring 303 (Three Hundred and three) square metres; held under Certificate of Registered Grant of Leasehold No. TL 48231/1987 and situate at 11723 Orlando West Extension, Orlando, Transvaal ("the property").

2. The improvements to the property consist of the following although nothing is guaranteed:

3 bedrooms, lounge, dining room, kitchen, bathroom and outbuilding with single garage, staff quarter, workshop and toilet.

Terms:

3. 10% of the purchase price in cash on the day of the sale, the balance payable against registration of transfer, to be secured by a bank 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% on the proceeds of the sale up to an amount of R20 000 and thereafter 3% 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, 32 von Brandis Street, Johannesburg, during normal office hours.

Dated at Johannesburg on 6 December 1995.

Webber Wentzel Bowens, Plaintiff's Attorneys, 1st Floor, 60 Main Street, Johannesburg. Tel. 832 2636. Ref: Mr N Alp; 301/A 85/94.

Saak 1609/93

IN DIE LANDDROSHOF VIR DIE DISTRIK KLERKSDORP GEHOU TE KLERKSDORP

ABSA BANK BEPERK (UNITED AFDELING), EISER, en **C. M. PRETORIUS,** VERWEERDER

As gevolg van 'n Vonnis van die Landdroshof te Klerksdorp en 'n Lasbrief van Eksekusie gedateer die 15de November 1995, sal die volgende eiendom in eksekusie verkoop word op VRYDAG, die 2de FEBURARIE 1996 om 10h00 by die kantore van die Balju van die Landdroshof, Klerksdorp, Leakstraat 23, Klerksdorp.

GEDEELTE 4 van ERF 1879, geleë in die dorp KLERKSDORP, Registrasie Afdeling I.P., TRANSVAAL; GROOT 807 (AGT HONDERD EN SEWE) vierkante meter;

VERKOOPSVOORWAARDES:

1. Die gesegde eiendom sal verkoop word sonder voorbehoud aan die hoogste bieër en die verkoping sal onderhewig wees aan die bepalings van die Landdroshowewet en Reëls daarvolgens neergelê asook die Verkoopvoorwaardes waarna verwys word in Paragraaf 4 hiervan.

2. Sonder om dit enigsins te waarborg, is die eiendom verbeter met 'n woonhuis bestaande uit Sitkamer, Eetkamer, Kombuis, 3 Slaapkamers, 1 badkamer met toilet met buitegeboue bestaande uit 'n enkel motorhuis en stoorkamer.

3. Die koopprys is betaalbaar soos volg: 10% van die koopprys op die verkoping en die balans moet betaal of gewaarborg word met 'n goedgekeurde bank- of bouverenigingwaarborg binne VEERTIEN (14) dae vanaf datum van koop.

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

O.P.B. L'ANGE vir L'ANAGE, DE WAAL & FREYSEN, Eerste Verdieping, Ferumhuis, Kockstraat 22, Posbus 59, KLERKSDORP.

Saaknr. 26986/94

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN PRETORIA GEHOU TE PRETORIA

In die saak tussen: **ABSA BANK BEPERK,** EISER, en **IZAK THEUNIS DU PREEZ,** VERWEERDER

'n Eksekusieverkoping word gehou deur die Balju, PRETORIA-OOS, te FEHRSLAAN SENTRUM, STRUBENSTRAAT 130B, PRETORIA op 31 JANUARIE 1996 om 10h00 van:

ERF 834 geleë in die dorpsgebied GARSFONTEIN UITBREIDING 4, Registrasie Afdeling J.R., Transvaal, GROOT 1084 vierkante meter, GEHOU kragtens Akte van Transport T73306/93 (beter bekend as JACQUELINERYLAAN 753, GARSFONTEIN).

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

VERBETERINGS: 'n Baksteen woonhuis bestaande uit 'n ingangsportaal, sitkamer, eetkamer, kombuis, opwaskamer waskamer, 4 slaapkamers, 2 badkamers met bad, stort en toilet en 1 badkamer met bad en toilet.

Buitegebou: 'n Motorhuis en toilet.

Die eiendom is gesoneer vir woondoeleindes.

Besigtig voorwaardes by Balju PRETORIA-OOS, FEHRSLAAN SENTRUM, STRUBENSTRAAT 130B, PRETORIA.

W. H. KRIEL, TIM DU TOIT & KIE INGELYF. Verw. Mej Kriel/avg. Tel: 320-6753.

Case No. 5166/95

IN THE SUPREME COURT OF SOUTH AFRICA
(TRANSVAAL PROVINCIAL DIVISION)

In the matter between **THE STANDARD BANK OF S.A. LIMITED,** Plaintiff, and **THOMAS EZEKIEL MAHLANGU,** Defendant

A sale in execution of the undermentioned property is to be held at the office of THE SHERIFF WONDERBOOM, PORTION 83 DE ONDERSTEPOORT, (North of Sasko Mills, Old Warmbaths Road, Bon Accord), on FRIDAY, 2 FEBRUARY 1996 at 11h00.

Full conditions of sale can be inspected at the Sheriff Wonderboom at the above address and will be read out prior to the sale taking place.

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

Property: Erf 25185 Mamelodi Township, Province of Gauteng, measuring 400 square metres, also known as Erf 25185 Mamelodi township.

Improvements: House — 3 bedrooms, lounge, kitchen, bathroom and separate toilet.

FINDLAY & NIEMEYER INCORPORATED, Attorneys for Plaintiff, P.O. BOX 801, Pretoria. (Ref. Mr. Coetzee eb S1794.) (Tel No. 3262487.)

Saaknr. 2105/94

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen: **NBS BANK LIMITED,** EISER, en **C L DREYER,** VERWEERDER, EN **L CRAGG,** 2DE VERWEERDER

Ingevolge 'n vonnis toegestaan in die Landdroshof en 'n Lasbrief vir Eksekusie gedateer 19 OKTOBER 1994 uitgereik deur bogemelde Agbare Hof, sal die volgende eiendom verkoop word deur die Balju van die Landdroshof PRETORIA OOS te FEHRSLAAN SENTRUM, STRUBENSTRAAT 130B, PRETORIA aan die Hoogste bieër op 31 JANUARIE 1996 om 10H00.

DEEL 1 SOOS GETOON EN MEER VOLLEDIG OMSKRYF OP DEELPLAN SS109/85 IN DIE SKEMA BEKEND AS NICOLENE GELEË IN DIE DORPSGEBIED GARSFONTEIN, PLAASLIKE OWERHEID: DIE SENTRALE PRETORIA METROPOLITAANSE SUBSTRUKTUUR GROOT: 88 (AGT-EN-TAGTIG) VIERKANTE METER (BETER BEKEND AS WOONSTEL 1 NICOLENE, 69 WINDHONDSTRAAT, GARSFONTEIN X10).

VOORWAARDES VAN VERKOPING:

1. Die eiendom sal aan die hoogste bieër verkoop word en die koop sal onderworpe wees aan die terme en voorwaardes van die Landdroshof Wet 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: DUETHUIS MET 3 SLAAPKAMERS, 1 1/2 BADKAMER, SITKAMER, EETKAMER, KOMBUIS, STORT MET MOTORHUIS EN BUITEKAMER.

3. TERME: 10% 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 OOS.

GETEKEN TE PRETORIA op hierdie 13 Desember 1995.

(GET) SE DU PLESSIS, VAN DER MERWE DU TOIT & FUCHS, PROKUREURS EKSEKUSIESKULDEISER, 14DE VLOER, SANLAMSENTRUM, ANDRIESSTRAAT 252, PRETORIA. (VERW. MEV ENGELS/JR48053.)

Saaknr. 48684/95

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN PRETORIA GEHOU TE PRETORIA

In die saak tussen: **NBS BANK LIMITED,** EISER, EN **JAN JOHANNES NEL,** VERWEERDER

Ingevolge 'n vonnis toegestaan in die Landdroshof en 'n Lasbrief vir Eksekusie gedateer 31 OKTOBER 1995 uitgereik deur bogemelde Agbare Hof, sal die volgende eiendom verkoop word deur die Balju van die Landdroshof WONDERBOOM TE GED 83 DE ONDERSTEPOORT, (NET NOORD VAN SASKO MEULE) OU WARMBADPAD, BON ACCORD aan die Hoogste bieër op 2 FEBRUARIE 1996 om 11H00.

ERF 1992 GELEË IN DIE DORPSGEBIED DOORNPOORT X1, REGISTRASIE AFDELING JR, PROVINSIE VAN GAUTENG, GROOT: 844 (AGTHONDERD VIER EN VEERTIG) VIERKANTE METER (BETER BEKEND AS 9 MELIA OORD DOORNPOORT X1).

VOORWAARDES VAN VERKOPING:

1. Die eiendom sal aan die hoogste bieër verkoop word en die koop sal onderworpe wees aan die terme en voorwaardes van die Landdroshof Wet 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: DRIESLAAPKAMER WOONHUIS MET SITKAMER, EETKAMER, KOMBUIS, OPWASPLEK, 2 BADKAMERS, DUBBELGARAGE MET PLAVEISEL.

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

VOORWAARDES: Die volle voorwaardes van verkoop lê ter insae by die kantoor van die Balju van die Landdroshof WONDERBOOM.

GETEKEN TE PRETORIA op hierdie 13 DESEMBER 1995.

(GET) SE DU PLESSIS, VAN DER MERWE DU TOIT & FUCHS, PROKUREURS EKSEKUSIESKULDEISER, 14DE VLOER, SANLAMSENTRUM, ANDRIESSTRAAT 252, PRETORIA. (VERW. MEV ENGELS/JR58031.)

CASE NO:15420/95
PH 482

IN THE SUPREME COURT OF SOUTH AFRICA

(WITWATERSRAND LOCAL DIVISION)

In the matter between **FIRST NATIONAL BANK OF SOUTHERN AFRICA LIMITED,** Plaintiff/Execution Creditor, and **DORNAN, BRIAN JAMES,** Defendant/Execution Debtor

IN EXECUTION OF A JUDGMENT of the Supreme Court of South Africa (Witwatersrand Local Division) a Sale Without Rerserve will be held by the Sheriff of the Supreme Court for the district of RANDBURG AT 8 ELNA RANDHOF, CORNER SELKIRK AND BLAIRGOWRIE DRIVE, BLAIRGOWRIE RANDBURG on TUESDAY the 30th day of January 1996 at 10h00 of the undermentioned property of the defendants on and subject to the conditions to be inspected at the offices of the said Sherff.

The property is SECTION 51 as shown and more fully described on SECTION PLAN SS 138/84 in the building or buildings known as COLORADO, situated in the TOWN FERNDALE EXTENSION 3 CITY COUNCIL OF RANDBURG of which the floor area according to the said Sectional Plan is 55 (fifty five) square metres in extent and held under Certificate of Registered Sectional Title No.ST138/1984 (51)Unit situated at 51 Colorado, 38 Basil Street, Ferndale Extension 3, Randburg.

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

SINGLE STOREY DWELLING with tiled roof, internal and external brick walls that are plastered and painted 1 entrance hall, 1 lounge, 1 kitchen, 1 bedroom, 1 detached garage.

Terms: 10% (ten per cent) of the purchase price in cash on the date of the sale, and 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 fourteen days for the date of sale.

Auctioneers charges are payable and calculated 5% (five per centum) on the proceeds of the sale up to a price of R20 000,00 (twenty thousand rand) and thereafter 3% (three per centum) to a maximum fee of R6 000,00 (six thousand rand) and a minimum fee of R200,00 (two hundred rand).

Dated at JOHANNESBURG THIS 14th DAY DECEMBER 1995.

Max Cohen, Plantiff's Attorney's, 410 Delbree House, 300 Bree Street, Johannesburg, 2001, P O BOX 4184, Johannesburg, 2000. Dx 257 JHB. Fax. 336-0274. (Tel. 333-0046). (Ref. Mac Cohen/Clinton Lewis/F392.)

CASE NO: 10074/93

IN THE SUPREME COURT OF SOUTH AFRICA
(TRANSVAAL PROVINCIAL DIVISION)

In the matter between **NBS BANK LIMITED,** Plaintiff, and **JOHN BRETT KENDALL,** Defendant

In execution of a Judgment of the Supreme Court of South Africa (Transvaal Provincial Division) in this suit, a sale without reserve will be held at the office of the Sheriff of the Supreme Court for PRETORIA, Ferhs Avenue Centre, 130B Struben Street, PRETORIA, at 10h00 on WEDNESDAY the 31st of January 1996 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, Edenpark, Plot 83, Lyttelton, Verwoerdburgstad, Pretoria, prior to the sale.

CERTAIN: ERF 74, NOORDWYK TOWNSHIP Registration Division J.R. Province of Gauteng.

MEASURING: 1050 (ONE NIL FIVE NIL) Square Metres.

HELD: By Deed of Transfer No T66179/1991.

SITUATED AT: 8 LIEBENBERG ROAD, NOORDWYK.

Improvements (not guaranteed).

Single storey facebrick dwelling under tiles; three bedrooms, kitchen, lounge/diningroom, one bathroom, shower, two toilets, novilon tiles, outbuildings: one garage, borehole and sprinkler system, concrete walls, brick driveway & terraces - paved & pergolaed patio - braai area.

Terms: 10% of the purchase price and arrears rates and taxes in cash on the day of the sale; the balance and interest on the full purchase price calculated and capitalised monthly in advance from the date of sale to the date of registration of transfer at the rate of 16.00% per annum, to be secured by a Bank, Building Society or other acceptable guarantee to be furnished within fourteen days from the date of sale. Auctioneers charges payable on the day of the sale and calculated at 5% on the proceeds of the sale up to a maximum price of R20 000.00 and thereafter 3% subject to a maximum fee of R6 000.00 and a minimum of R200.00.

DATED at PRETORIA on this the 14th day of December 1995.

Attorneys Dykes Daly Fyshe Inc., Plaintiff's Attorneys, 150 Soutpansberg Road, Rivieria, Pretoria. [Tel. (012) 329-5102.] (Ref. Mr R. Botha/CJK/DR2750.)

Case No. 21958/94

IN THE SUPREME COURT OF SOUTH AFRICA
(TRANSVAAL PROVINCIAL DIVISION)

In the matter between **THE STANDARD BANK OF S.A. LIMITED,** Plaintiff, and **RELATILWE MANKOTO MOGAFE,** Defendant

A SALE IN EXECUTION on the undermentioned property is to be held at the office of Magistrate's Court EKANGALA on WEDNESDAY, 31 JANUARY 1996 at 10h00.

Full conditions of sale can be inspected at the Sheriff Mkobola distrit GROBLERSDAL at No. 1. Klip Street, GROBLERSDAL and will be read out prior to the sale taking place.

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

Property: Site 38 situated in the Ekangala township, Registration Division J.R. Transvaal, measuring 862 square metres, also known as 38 Ekangala, Ekangala.

Improvements: House - entrance hall, diningroom, kitchen, three bedrooms, toilet, 2 garages and outside toilet.

Findlay & Niemeyer Incorporated, Attorneys for Plaintiff, P.O. Box 801, Pretoria. (Tel. 326-2487.) (Ref. Mr Coetzee/eb/s1679.)

Case No.: 16871/95

IN THE SUPREME COURT OF SOUTH AFRICA
(TRANSVAAL PROVINCIAL DIVISION)

In the matter between **THE STANDARD BANK OF SOUTH AFRICA LIMITED,** Plaintiff, and **CAREL PIETER FERREIRA,** 1st Defendant, **CATHERINA DOLPHINA FERREIRA,** 2nd Defendant

In execution of a Judgment of the Supreme Court of South Africa, Transvaal Provincial Division, in the above-mentioned suit, a sale will be held by the Sheriff of POTCHEFSTROOM at 10H00 on Friday the 2ND DAY OF FEBRUARY 1996 at 10H00 in front of the main entrance to the Magistrate's Court, Fochville, of the undermentioned property of the Defendant, on the Conditions of Sale to be read out by the Auctioneer at the time of the sale:

Portion 2 of Erf 1010 situated in the Town Fochville, Registration Division I Q Transvaal, measuring 2 017 square metres, held by Virtue of Deed of Transfer No. T14733/95, known as 49 Lusern Street, Fochville.

The following information is furnished, though in this respect nothing is guaranteed: "A dwelling house consisting of lounge, diningroom, kitchen, 3 bedrooms, 1 bathroom, separate toilet. Outbuildings comsisting of single garage, servants quarters, toilet. Precast walling, concrete paving, swimming pool".

TERMS: The sale is without reserve. Deposit of 10% (Ten per centum) of the purchase price in cash on the day of the Sale, the balance against transfer to be secured by a Bank or Building Society Guarantee, to be approved by the Plaintiff's attorney and to be furnished to the Sheriff, Potchefstroom within fourteen (14) days after the sale.

CONDITIONS: The Conditions of Sale may be inspected at the offices of the Sheriff, 20 Borrius Street, Baillie Park, Potchefstroom.

DATED at PRETORIA this 20th day of NOVEMBER 1995.

SAVAGE JOOSTE & ADAMS INC., Plaintiff's Attorney, Savage Jooste & Adams Forum, 748 Church Street, Arcadia, PRETORIA. (Ref. Mrs Kartoudes/jm/60661.)

Case No.: 5827/95

IN THE SUPREME COURT OF SOUTH AFRICA

(TRANSVAAL PROVINCIAL DIVISION)

In the matter between **THE STANDARD BANK OF SOUTH AFRICA LIMITED,** PLAINTIFF, and **THE AMANDA DOWNES FAMILY TRUST,** 1ST DEFENDANT, **AMANDA MICHELLE DOWNES,** 2ND DEFENDANT, and **ROY CHARLES DOWNES,** 3RD DEFENDANT

In execution of a Judgment of the Supreme Court of South Africa, Transvaal Provincial Division, in the abovementioned suit, a sale will be held by the Sheriff of Pretoria East at 10H00 on WEDNESDAY the 31ST DAY OF JANUARY 1996 at Fehrs Avenue Centre, 130B Struben Street, Pretoria, of the undermentioned property of the 1st Defendant, on the Conditions of Sale to be read out by the Auctioneer at the time of the sale:

Erf 48 in the township of Lynnwood Park, Registration Division J R Transvaal, measuring 1 586 square metres, held by virtue of Deed of Transfer T84101/92 known as 313 Danny Street, Lynnwood Park, Pretoria.

The following information is furnished, though in this regard nothing is guaranteed: "A dwelling consisting of lounge, diningroom, kitchen, scullery, pantry, 3 bedrooms, 2 bathrooms. Outbuildings consisting of double garage, servants quarters, toilet, bathroom, laundry, storeroom, granny flat. Precast walling, brick paving, swimming pool, well kept garden."

TERMS: The sale is without reserve. Deposit of 10% (Ten per centum) of the purchase price in cash on the day of the sale, the balance against transfer to be secured by a Bank or Building Society Guarantee, to be approved by the Plaintiff's attorney and to be furnished to the Sheriff, Pretoria East within fourteen (14) days after the sale.

CONDITIONS: The Conditions of Sale may be inspected at the offices of the Sheriff, 142 Struben Street, Pretoria East.

DATED at PRETORIA this 21st day of NOVEMBER 1995.

SAVAGE JOOSTE & ADAMS INC., Plaintiff's Attorney, Savage Jooste & Adams Forum, 748 Church Street, Arcadia, Pretoria. (Ref. Mrs Kartoudes/jm/24856.)

Case No.: 18252/95

IN THE SUPREME COURT OF SOUTH AFRICA

(TRANSVAAL PROVINCIAL DIVISION)

In the matter between **THE STANDARD BANK OF SOUTH AFRICA LIMITED,** PLAINTIFF, and **CARO HOON,** DEFENDANT

In execution of a Judgment of the Supreme Court of South Africa, Transvaal Provincial Division, in the abovementioned suit, a sale will be held by the Sheriff of PRETORIA EAST at 10H00 on 31ST JANUARY 1996 at the offices of the Sheriff Pretoria East, Fehrs Lane Centre, Struben Street 130B, Pretoria, of the undermentioned property of the Defendant, on the Conditions of Sale to be read out by the Auctioneer at the time of the sale:

Section No. 5 as shown and more fully described on Sectional Plan No. SS 54/85 in the scheme known as VILLA VSA 2 in respect of the land and building or buildings situate at ERF 2255 Garsfontein Extention 8, Registration Division J R Transvaal, local authority City Council of Pretoria, of which the floor area, according to the said sectional plan is 81 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 Certificate of Registered Section Title 54/85(5)(UNIT), known as No. 205 Villa VSA, 353 Serene Street, Garsfontein Ext 8.

The following information is furnished, though in this regard nothing is guaranteed: "A Sectional Title consisting of lounge, dining-room, 2 bedrooms, 1 bathroom, kitchen, carport, store room.

TERMS: The sale is without reserve. Deposit of 10% (Ten per Centum) of the purchase price in cash on the day of the Sale, the balance against transfer to be secured by a Bank or Building Society Guarantee, to be approved by the Plaintiff's attorney and to be furnished to the Sheriff, Pretoria East within fourteen (14) days after the sale.

CONDITIONS: The Conditions of Sale may be inspected at the offices of the Sherif, Fehrs Lane Centre, Struben Street 130B, Pretoria.

DATED at PRETORIA this 27th day of NOVEMBER 1995.

SAVAGE JOOSTE & ADAMS INC., Plaintiff's Attorney, Savage Jooste & Adams Forum, 748 Church Street, Arcadia, PRETORIA. (Ref.: Mrs Kartoudes/jm/60735.)

Saaknr. 14146/95

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(TRANSVAALSE PROVINSIALE AFDELING)

In die saak tussen **ABSA BANK BEPERK** (H/A o.a. UNITED BANK), EISER, en **LINDA MAISIE VAN DER WESTHUIZEN,** VERWEERDER

'n Verkoping in Eksekusie word gehou te Balju Wonderboom, Gedeelte 83, De Onderstepoort (Net Noord van Sasko Meule), Ou Warmbadpad, Bon Accord op 2 Februarie 1996 om 11h00 van die volgende vaste eiendom:

ERF 1156 IN DIE DORPSGEBIED THE ORCHARDS UITBREIDING 11, REGISTRASIE AFDELING J.R. GAUTENG; GROOT 878 VIERKANTE METER; GEHOU KRAGTENS AKTE VAN TRANSPORT T83127/1990; (beter bekend as PIET ROSSOUWSTRAAT 25, THE ORCHARDS UITB 11).

Besonderhede word nie gewaarborg nie.

VERBETERINGE:

Woonhuis van baksteen onder teëldak bestaande uit: Sit/eetkamer, familiekamer, kombuis, 3 slaapkamers, 2 badkamers (een met toilet en een met toilet en stort). Waskamer. Vloerbedekking: Volvloermatte en keramiekteëls. Plafonne is van Herkuliet.

Besigtig verkoopsvoorwaardes by Balju Wonderboom, Gedeelte 83, De Onderstepoort (Net Noord van Sasko Meule), Ou Warmbadpad, Bon Accord.

TIM DU TOIT & KIE INGELYF. Verw. Beukes/LB. Tel. 320-6753.

CASE NO: 94/33103
PH 104

IN THE SUPREME COURT OF SOUTH AFRICA

(WITWATERSRAND LOCAL DIVISION)

In the matter between **THE STANDARD BANK OF S.A. LTD,** Execution Creditor, and **NEMAFUNKANI, RENDANI ALSON,** Execution Debtor

In execution of a Judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the abovementioned suit, a sale without reserve will be held at 131 Marshall Street, Johannesburg on the 8 FEBRUARIE, 1996 at 10h00 of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff, JOHANNESBURG SOUTH, 100 Sheffield Street, Turffontein, Johannesburg prior to the sale:

CERTAIN: ERF 8846 situate in the Township of *LENASIA EXTENSION 10,* Registration Division I.Q. Transvaal; being 8846 Shaba Crescent, Lenasia Extension 10.

MEASURING: 468 (FOUR HUNDRED AND SIXTY EIGHT) square metres.

The following information is furnished re the improvements though in this respect nothing is guaranteed: A detached single storey brick built residence with tiled roof, comprising kitchen, lounge/dining room, 2 bedrooms, 1 bathroom.

TERMS: 10 % (TEN PER CENTUM) of the purchase price in cash on the day of sale, the balance payable against registration of transfer, to be secured by a Bank or Building Society or other acceptable guarantee to be furnished within fourteen (14) days from the date of sale.

Auctioneer's charges, payable on the day of sale to be calculated as follows: 5 % (FIVE PER CENTUM) on the proceeds of the sale up to a price of R20 000,00 (TWENTY THOUSAND RAND) and thereafter 3 % (THREE PER CENTUM) up to a maximum fee of R6 000,00 (SIX THOUSAND RAND) minimum charges R200,00 (TWO HUNDRED RAND).

DATED at JOHANNESBURG this 19 December 1995.

(SIGNED) S.A. SIMPSON, for RAMSAY, WEBBER AND COMPANY, 5th Floor, Glazco Centre, c/r Harrison and Anderson Streets, JOHANNESBURG. Ref. Foreclosures/fp/N296. P.O. Box 61677, MARSHALLTOWN. Tel. 838-5451.

SAAKNOMMER: 12550/1995

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(TRANSVAALSE PROVINSIALE AFDELING)

In die saak tussen **EERSTE NASIONALE BANK VAN SUID-AFRIKA BEPERK,** Eksekusieskuldeiser, en **PIETER JOHAN HARTMAN,** Eksekusieskuldenaar

Kennis word hiermee gegee dat ingevolge 'n uitspraak van die Hooggeregshof van Suid-Afrika, Transvaalse Provinsiale Afdeling, in bogemelde saak op die 14de dag van Augustus 1995 en ter uitvoering van 'n Lasbrief tot Uitwinning sal die Balju Pretoria Oos op die 31ste dag van Januarie 1996 om 10:00 te Fehrslaan Sentrum, Strubenstraat 130B, Pretoria verkoop:

Erf 28 geleë in die dorpsgebied Murrayfield, Registrasie Afdeling JR Transvaal, beter bekend as Clydestraat 30, Murrayfield, Pretoria, groot 2723 vierkante meter, gehou kragtens Akte van Transport T41341/87.

VERBETERINGS: HOOFGEBOU: INGANGSPORTAAL, SITKAMER, FAMILIEKAMER, EETKAMER, STUDEERKAMER, KOMBUIS, SPENS, 5 x SLAAPKAMERS, 3 BADKAMERS, 3 STORTE, 3 x APARTE TOILETTE EN AANTREKKAMER.

BUITE GEBOUE: MOTORHUIS, BEDIENDEKAMER, WASKAMER EN TOILET, SWEMBAD, SEKURITEITSHEKKE.

Die Koper moet 'n deposito van 10% van die koopprys, Balju se fooie, enige statutêre belastings asook agterstallige erfbelastings betaal op die dag van die verkoping, die balans betaalbaar teen transport en verseker word deur 'n waarborg van 'n bank of bougenootskap wat deur die Eksekusieskuldeiser se prokureurs goedgekeur is die waarborg aan die Balju binne 14 (VEERTIEN) dae na datum van die verkoping verstrek te word.

Gemelde eiendom sal verkoop word op die voorwaardes wat uitgelees sal word deur die Balju ten tye van die verkoping, welke voorwaardes nagegaan kan word by die kantore van die Balju Pretoria Oos te Fehrslaan Centre, Strubenstraat 130B, Pretoria.

V. REA, vir V REA, LIPPI & ELS, EKSEKUSIESKULDEISER SE PROKUREURS, S A PERM GEBOU 515, PAUL KRUGERSTRAAT, PRETORIA, 0002. Verw.: V. Rea/FH0126/lal. Tel. 325-5651/75/94.

SAAK NR: 16653/94

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(TRANSVAALSE PROVINSIALE AFDELING)

In die saak tussen **EERSTE NASIONALE BANK VAN S A BEPERK,** Eiser, en **PANTELAKIS LAKIS THOMAIDES,** Verweerder

Geliewe kennis te neem dat in opvolging van 'n Vonnis in bogemelde aksie toegestaan op 1 NOVEMBER 1994, sal die ondergemelde onroerende eiendom, geregistreer in die naam van die Verweerder, sonder 'n reserweprys, deur die Balju in Eksekusie verkoop word op 31 JANUARIE 1996 om 10H00:

ERF 2265, geleë in die dorpsgebied van GARSFONTEIN X 8, Registrasie Afdeling J R GAUTENG, grootte 825 VIERKANTE METER, gehou kragtens AKTE VAN TRANSPORT NR: T. 4235/88 (die eiendom is ook beter bekend as 290 Landistraat, GARSFONTEIN).

PLEK VAN VERKOPING: Die verkoping sal plaasvind te die kantore van die Balju, PRETORIA OOS, STRUBENSTRAAT 142, PRETORIA.

VERBETERINGS: Die volgende verbeterings is op die eiendom aangebring alhoewel geen waarborg daartoe verskaf word nie: 'n Woonhuis onder 'n teeldak, bestaande uit gepleisterde mure met ingangsportaal, sitkamer, eetkamer, kroeg, kombuis, 3 slaapkamers, 2 badkamers, 2 storte, 2 toilette en aantrekkamer en buitegeboue bestaande uit 3 motorhuise en toilet asook swembad en omhein.

ZONERING: Residensieël.

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

GEDATEER TE PRETORIA OP HIERDIE 20STE DAG VAN DESEMBER 1995

(GET) MNR G. VAN DEN BURG, RORICH WOLMARANS & LUDERITZ ING, Ons Eerste Volksbankgebou, Kerkplein 32, Mutuallaan, PRETORIA. VERW: F8757/B1/VD BURG/LVDW. TEL: 325-3933.

SAAK NR: 11870/95

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(TRANSVAALSE PROVINSIALE AFDELING)

In die saak tussen **EERSTE NASIONALE BANK VAN S A BPK,** Eiser, en **CHRISTOFFEL VAN ZYL VAN WYK,** Verweerder

GELIEWE KENNIS TE neem dat in opvolging van 'n Vonnis in bogemelde aksie toegestaan op 31 JULIE 1995, sal die ondergemelde onroerende eiendom geregistreer in die naam van die Verweerder, sonder 'n reserweprys, deur die Balju in Eksekusie verkoop word op 2 FEBRUARIE 1996 om 11H00:

HOEWE 113, geleë in WONDERBOOM LANDBOU HOEWES UITBREIDING 1, Registrasie Afdeling J R GAUTENG, grootte 2.1414 HEKTAAR, gehou kragtens AKTE VAN TRANSPORT NR: T. 38447/1993 (Die eiendom is ook beter bekend as ERASTRAAT 113, WONDERBOOM LANDBOU HOEWES UITBREIDING 1).

PLEK VAN VERKOPING: Die verkoping sal plaasvind te die kantore van die Balju, WONDERBOOM, Gedeelte 83 De Onderstepoort (Net noord van Sasko Meule, Ou Warmbadpad, Bon Accord).

VERBETERINGS: Die volgende verbeterings is op die eiendom aangebring alhoewel geen waarborg daartoe verskaf word nie: 'n Woonhuis onder 'n teeldak, bestaande uit gepleisterde mure met sitkamer, eetkamer, kombuis, 3 slaapkamers 2 badkamers en 2 toilette.

ZONERING: Residensieël.

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

GEDATEER TE PRETORIA OP HIERDIE 20STE DAG VAN DESEMBER 1995.

(GET) MNR G. VAN DEN BURG, RORICH WOLMARANS & LUDERITZ ING, Ons Eerste Volksbankgebou, Kerkplein 32, Mutuallaan, PRETORIA. VERW: F273/B1/VD BURG/LVDW. TEL: 325-3933.

CASE NO. 12825/95

IN THE SUPREME COURT OF SOUTH AFRICA
(WITWATERSRAND LOCAL DIVISION)

In the matter between **Nedcor Bank Limited,** Plaintiff, and **JOHANNA MALEFYANE LETSOKO,** Defendant

Notice is hereby given that on the 2 FEBRUARY 1996, at 11h.00 the undermentioned property wil be sold by Public Auction at the offices of the Sheriff, BRAKPAN 439 PRINCE GEORGE AVENUE, BRAKPAN pursuant to a Judgment in this matter granted by the above Honourable Court on 6 June 1995, namely:

Certain: ERF 18211 TSAKANE EXT 8 REGISTRATION DIVISION I.R THE PROVINCE OF GAUTENG, Situate at: 18211 TSAKANE EXT 8, BRAKPAN.

The following improvements (which are not warranted to be correct) exist on the property: Detached single storey brick residence consisting of: 2 BEDROOMS, BATHROOM, KITCHEN, LOUNGE.

The full Conditions of Sale may be inspected at the offices of the Sheriff, BRAKPAN, 439 PRINCE GEORGE AVENUE, BRAKPAN.

DATED at BOKSBURG on this the 18 December 1995.

TUCKERS INC., 2ND FLOOR, PERMANENT BUILDING, 312 COMMISSIONER STREET, BOKSBURG. TEL: 892-3400. REF: MRS L PINHEIRO/H05087.

Saaknommer 5688/94

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN ROODEPOORT GEHOU TE ROODEPOORT

In die saak tussen: **ROY JAMES MAHONEY,** EISER, en **GERHARD DE BEER,** 1STE VERWEERDER, en **ANNA CATHARINA DE BEER,** 2DE VERWEERDER

Ingevolge uitspraak van bogenoemde Agbare Hof en 'n Lasbrief tot Eksekusie gedateer 1 AUGUSTUS 1995 sal hierdie ondervermelde eiendom geregtelik verkoop word op 9 FEBRUARIE 1996 om 10H00 vm. te die verkoopslokaal van die Balju, Progresslaan 182, Technikon, Roodepoort aan die persoon wat die hoogste aanbod maak, nl.

Erf 67, Helderkruin Dorpsgebied, Registrasie Afdeling I.Q., Provinsie Gauteng, groot 2 199 (tweeduisend eenhonderd nege en negentig) vierkante meter, gehou kragtens T53781/1993, bekend as Galena Weg 16, Helderkruin, Roodepoort.

Die volgende verbeterings is op die eiendom geleë maar in hierdie verband word niks gewaarborg nie: Teëldak woonhuis bestaande uit: Sitkamer; gesinskamer; eetkamer; studeerkamer; badkamers (2); slaapkamers (3); gang; kombuis; bediende kamer; dubbel motorhuis en swembad.

Dat die eiendom vir kontant en aan die hoogste bieder verkoop sal word en moet die koper 'n deposito van 10% op die dag van verkoping betaal en waarborge vir die balans binne 30 dae lewer, betaalbaar teen datum van oordrag. Die volledige verkoopvoorwaardes lê ter insae by die kantore van die Balju.

Gedateer te ROODEPOORT hierdie 14de dag van DESEMBER 1995.

Herman van der Merwe & Dunbar, Dieperinkstraat 11, Roodepoort. (Tel. 760-1645/6.) (Verw. Mev. Le Roux/2150.)

Case No. 6711/95

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

In the matter between **NBS BANK LIMITED,** Plaintiff, and **MOSES BUTI SWAKAMISA,** Defendant

In pursuance of a Judgment in the Court for the Magistrate of BENONI on 24 October 1995 and a Writ of Execution issued pursuant thereto the property listed hereunder will be sold in Execution on 2 FEBRUARY 1996 at 11h00 at the premises of the Sheriff of the Magistrate's Court, 439 Prince George Avenue, Brakpan to the highest bidder.

Certain: Erf 1308 Dalpark Extension 11 Township, situate at 45 Lawrence Road in the Township of Dalpark Extension 11, district Brakpan, Registration Division I.R., Transvaal, measuring 800 (eight hundred) square metres.

The following improvements are reported to be on the property, but nothing is guaranteed: Building built of semi face brick walls under tiled roof, lounge, diningroom, kitchen, 2 bedrooms, 1½ bathrooms, pre-cast fence.

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

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

Dated at BENONI on this the 13th day of DECEMBER 1995.

Hammond Pole & Dixon, Attorney for Plaintiff, 1st Floor, Regional House, 75 Elston Avenue, Benoni. (Tel. 422-1350.) (Ref. I. Beetge/N0029B.)

Case No. 5554/95

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

In the matter between **NBS BANK LIMITED,** Plaintiff, and **CHRISTELLE OREE,** 1st Defendant

In pursuance of a Judgment in the Court for the Magistrate of BENONI on 26 October 1995 and a Writ of Execution issued pursuant thereto the property listed hereunder will be sold in Execution on 2 FEBRUARY 1996 at 11h00 at the premises of the Sheriff of the Magistrate's Court, 439 Prince George Avenue, Brakpan to the highest bidder.

Certain: Erf 1770 Dalpark Extension 6 Township, situate at 9 Redheart Street in the Township of Dalpark Extension 6, district Brakpan, Registration Division I.R., Transvaal, measuring 1 050 (one thousand and fifty) square metres.

The following improvements are reported to be on the property, but nothing is guaranteed: Building built of brick and plaster, under tiled roof, lounge, diningroom, kitchen, 2 bedrooms, 1 bathroom, one outside toilet, single garage, and pre-cast fencing.

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

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

Dated at BENONI on this the 14th day of DECEMBER 1995.

Hammond Pole & Dixon, Attorney for Plaintiff, 1st Floor, Regional House, 75 Elston Avenue, Benoni. (Tel. 422-1350.) (Ref. I. Beetge/N0023B.)

CASE NO. 5668/95

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

In the matter between **NBS BANK LIMITED,** Plaintiff, and **GERALD DU RANDT,** Defendant

In pursuance of a Judgment in the Court for the Magistrate of BENONI on 16 October 1995 and a writ of execution issued pursuant thereto the property listed hereunder will be sold in Execution on 2 FEBRUARY 1996 at 11h00 at the premises of the Sheriff of the Magistrate's Court, 439 PRINCE GEORGE AVENUE, BRAKPAN to the highest bidder.

CERTAIN: PORTION 117 OF ERF 1605 BRAKPAN NOORD EXTENSION 3 TOWNSHIP, situate at 52 Huntingdon Street in the Township of Brakpan Noord Extension 3, district Brakpan, REGISTRATION DIVISION I.R., TRANSVAAL, Measuring 444 (FOUR HUNDRED AND FORTY FOUR) SQUARE METRES.

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

Building built of brick and plaster, under tiled roof, lounge, diningroom, kitchen, 2 bedrooms, 1 bathroom plus toilet, one outside toilet, single garage plus carport, wendy hut and pre-cast/wood fencing.

THE CONDITIONS OF SALE

The purchase price will be payable as to a deposit in cash of 10% and the balance against transfer. The full Conditions of Sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Court, BRAKPAN.

Dated at BENONI on this the 14th day of DECEMBER 1995.

HAMMOND POLE & DIXON, Attorney for Plaintiff, First Floor, Regional House, 75 Elston Avenue, Benoni. (Ref. I. BEETGE/N0025/B.) (Tel. 422-1350.)

CASE No. 6572/95

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

In the matter between **NBS BANK LIMITED,** Plaintiff, and **ZYBRAND LOMBAARD KRUGER,** First Defendant, and **DEBORAH MARY KRUGER,** Second Defendant

In pursuance of a Judgment in the Court for the Magistrate of BENONI on 17 October 1995 and a Writ of Execution issued pursuant thereto the property listed hereunder will be sold in execution on 2 FEBRUARY 1996 at 11h00 at the premises of the Sheriff of the Magistrate's Court, 439 PRINCE GEORGE AVENUE, BRAKPAN to the highest bidder.

CERTAIN ERF 658 MINNEBRON TOWNSHIP, situated at 12 Bower Street in the Township of MINNEBRON, district BRAKPAN, REGISTRATION DIVISION I.R., TRANSVAAL, Measuring 679 (SIX HUNDRED AND SEVENTY NINE) SQUARE METRES.

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

Building built of brick and plaster, under corrugated iron roof, lounge, diningroom, kitchen, 3 bedrooms, 2 bathrooms, one outside toilet, single garage, carport, swimming pool and pre-cast fencing.

THE CONDITIONS OF SALE

The purchase price will be payable as to a deposit in cash of 10% and the balance against transfer. The full Conditions of Sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Court, BRAKPAN.

Dated at BENONI on this the 14th day of DECEMBER 1995.

Hammond Pole & Dixon, Attorney for Plaintiff, First Floor, Regional House, 75 Elston Avenue, Benoni. (Ref. I. Beetge/N0028B.)(Tel. 422-1350.)

SAAK No. 105663/94

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN JOHANNESBURG GEHOU TE JOHANNESBURG

In die saak tussen **EERSTE NATIONAL BANK BEPERK,** EISER, en **I. M, KAREDI,** EERSTE VERWEERDER, EN **N. N. MNISI,** TWEEDE VERWEERDER

INGEVOLGE 'n Vonnis van die Landdroshof te Johannesburg en 'n Lasbrief vir Eksekusie gedateer die 13DE dag van JANUARIE 1995, sal die volgende eiendom in eksekusie verkoop word te die Balju se kantore, voor die Hofgebou, Foxstraat ingang op die 26ste dag van JANUARIE 1996 om 10h00 aan die hoogste bieder naamlik:

ERF 9656 PIMVILLE ZONE 6, DORPSGEBIED, REGISTRASIE AFDELING I.Q. TRANSVAAL; GROOT 248 (TWEEHONDERD AGT EN VEERTIG) Vierkante Meter; GEHOU kragtens Transportakte Nr T55356/93 OOK BEKEND AS 9656 PIMVILLE UITB. 6, PIMVILLE SOWETO.

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

HOOFGEBOU: enkel verdieping, 3 slaapkamers, 1 badkamer, 1 Toilet; sitkamer; 1 kombuis.

BUITEGEBOUE: GEEN.

TITELAKTE VOORWAARDE: Streng vir woning doeleindes alleenlik.

TERME: Tien persent (10%) van die koopprys in KONTANT betaalbaar ten tye van die verkoping en die balans teen registrasie van TRANSPORT, verseker te word deur 'n goedgekeurde bank- of bouvereniging WAARBORG binne 15 (VYFTIEN) dae na datum van verkoping.

DIE Verkoopsvoorwaardes mag gedurende kantoorure te Kantore van die Balju vir Soweto Oos ondersoek word.

GEDATEER TE JOHANNESBURG OP 12 DESEMBER 1996.

Brian Alberts & Vennote, Eerste Verdieping, Protea Sentrum, hoek van High- en Fortunastraat, Brixton. (Verw. Alberts JAA 107/94B.)

SAAKNOMMER: 46586/95

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **ABSA BANK BEPERK,** EISER, en **FREDERIK JACOBUS SCHOEMAN,** VERWEERDER

KENNIS WORD HIERMEE GEGEE dat ingevolge 'n uitspraak van bogemelde Agbare Hof in bogemelde saak op 11 AUGUSTUS 1995 en ter uitvoering van 'n Lasbrief vir Eksekusie, sal die Balju PRETORIA SUID op 31 JANUARIE 1996 om 10H00 vm die ondervermelde eiendom in eksekusie verkoop te FEHRSLAAN SENTRUM, STRUBENSTRAAT 130 B, PRETORIA aan die hoogste bieër.

Die eiendom wat aldus te koop aangebied word, staan bekend as: 38 APIESDORINGSTRAAT, HEUWELOORD, UITBREIDING 3, VERWOERDBURG, PRETORIA en word omskryf as ERF 1356, geleë in die dorpsgebied Heuweloord Uitbreiding 3, Registrasie Afdeling J.R. Transvaal, GROOT: 1 000 (EENDUISEND) vierkante meter, GEHOU KRAGTENS: Akte van Transport Nr. T5338/1988.

Die eiendom bestaan na bewering, maar sonder waarborg, uit SITKAMER, EETKAMER, KOMBUIS, 3 SLAAPKAMERS, 1 BADKAMER MET TOILET, 1 MOTORAFDAK.

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

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

GETEKEN te PRETORIA hierdie 18 dag van DESEMBER 1995.

COUZYN HERTZOG & HORAK ING., PRAETOR FORUMGEBOU, VD WALTSTRAAT 269, PRETORIA. TEL. 322 8780. VERW. MEV. DE VILLIERS/T2288.

Case No. 95/23931
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 **Stuit, Felicity Merle,** 1st Execution Debtor, and **Stuit, Johan Christoffel,** 2nd Execution Debtor

Be Pleased To Take Notice that on Wednesday the 31st day of January 1996 at 10:00 the undermentioned property will be sold in execution at the offices of the Sheriff of the Supreme Court, Ferhs Ave. Centre, 130B Struben Street, Pretoria.

Certain: Section No. 25 La Comores, Registration Division J.R., The Province of Gauteng, measuring 58 (Fifty Eight) Square Metres in extent and held by Deed of Transfer No. ST84842/94, situate at **25 La Comores, Jean Avenue, Lyttelton.**

Description: A sectional title unit consisting of lounge, dining room, two 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% 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 14th day of DECEMBER 1995.

(sgd) J. BOOYENS, VAN DE VENTER, MEIRING INC, Attorneys for Plaintiff, Suite 715, 7th Floor, Carlton International Trade Centre, Commissioner Street, JOHANNESBURG. Tel. (011) 886 0500. REF. J. BOOYENS/Z23244.

Saak No. 95/23931
PH 396

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Witwatersrand Plaaslike Afdeling)

In die saak tussen **Absa Bank Limited h/a United Bank,** Eksekusieskuldeiser, en **Stuit, Felicity Merle,** 1ste Eksekusieskuldenaar, en **Stuit, Johan Christoffel,** 2de Eksekusieskuldenaar

'n Verkoping sonder voorbehoud, sal gehou word by die Kantore van die Balju te Ferhs Ave. Sentrum, Strubenstraat 130B, Pretoria om 10:00 op Woensdag, die 31ste dag van Januarie 1996, van die ondergenoemde eiendom op voorwaardes wat geinspekteer mag word by die kantore van die Balju voor die verkoping.

Deeltitel Nr. 25 La Comores, Registrasie Afdeling J.R., Gauteng Provinsie, Grootte 58 vierkante meter en gehou deur Akte van Transport Nr. T84842/94, synde 25 La Comores, Jeanlaan, Lyttelton.

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

Geboue en Verbeterings: 'n deeltitel met sitkamer, eetkamer, twee slaapkamers, badkamer en kombuis.

Terme: 10% deposito op aankoop, balans betaalbaar deur 'n Bank of Bougenootskapwaarborg of kontant binne 14 dae vanaf datum van aankoop. Balju se kommissie betaalbaar deur aan Koper op datum van aankoop.

Gedateer te Johannesburg hierdie 14de dag van Desember 1995.

(sgd) J. Booyens, Van de Venter, Meiring Inc, Eksekusieskuldeiser se Prokureurs, Suite 715, 7de Verdieping, Carlton International Trade Centre, Commissionerstraat, Johannesburg. Tel. (011) 886 0500. Ref. J. Booyens/Z23244.

Case No. 95/193
PH396

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between: **ABSA BANK LIMITED trading as ALLIED BANK** Execution Creditor and **MHLONGO, THEMBISILE FINA** Execution Debtor

BE PLEASED TO TAKE NOTICE that on TUESDAY the 30TH day of JANUARY 1996 at 10:00 the undermentioned property will be sold in execution at the offices of The Sheriff of the Supreme Court, 1st Floor, Terrace Building, Eaton Terrace, New Redruth, Alberton.

Certain: ERF 1254 ROODEKOP TOWNSHIP; Registration Division I.R., The Province of Gauteng; Measuring 898 (Eight Hundred and Ninety Eight) square metres and held by Deed of Transfer No. T31927/1991.

Situate at: 6 AGAPANTUS STREET, LEONDALE.

Description: A dwelling consisting of lounge, diningroom, two bedrooms, one bathroom, separate toilet and kitchen. Outbuildings: single garage, carport, toilet and pool.

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 14TH day of DECEMBER 1995.

(sgd) J BOOYENS, VAN DE VENTER, MEIRING INC, Attorneys for Plaintiff, Suite 715, 7th Floor, Carlton International Trade Centre, Commissioner Street, Johannesburg. TEL: (011) 886 0500. REF: J BOOYENS/Z16951.

Saak No. 95/193
PH396

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Witwatersrand Plaaslike Afdeling)

In die saak tussen **ABSA BANK LIMITED h/a ALLIED BANK** Eksekusieskuldeiser en **MHLONGO, THEMBISILE FINA** Eksekusieskuldenaar

'n Verkoping sonder voorbehoud, sal gehou word by die Kantore van die Balju te 1ste Vloer, Terrace Gebou, Eaton Terrace, New Redruth, Alberton om 10:00 op DINSDAG, die 30STE dag van JANUARIE 1996, van die ondergenoemde eiendom op voorwaardes wat geinspekteer mag word by die kantore van die Balju voor die verkoping.

ERF 1254 ROODEKOP DORPSGEBIED, Registrasie Afdeling I.R., Die Provinsie van Gauteng, Grootte 898 vierkante metre en gehou deur Akte van Transport Nr. T31927/1991, synde AGAPANTUSSTRAAT 6, LEONDALE.

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

Geboue en Verbeterings: 'n huis met sitkamer, eetkamer, twee slaapkamers, een badkamer, aparte toilet en kombuis. Buitegeboue: enkele motorhuis, motorhuis, toilet en swembad.

Terme: 10% 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 14DE dag van DECEMBER 1995.

(sgd) J BOOYENS, VAN DE VENTER, MEIRING INC, Eksekusieskuldeiser se Prokureurs, Suite 715, 7de Verdieping, Carlton International Trade Centre, Commissionerstraat, Johannesburg. TEL: (011) 886 0500. REF: J BOOYENS/Z16951.

CASE NO. 24099/94

IN THE SUPREME COURT OF SOUTH AFRICA

(TRANSVAAL PROVINCIAL DIVISION)

NEDCOR BANK LIMITED PLAINTIFF **SAMUEL BALOYI** 1ST DEFENDANT AND **SESHOBOTLE ANNAH RALEFETA** 2ND DEFENDANT

A Sale in Execution of the undermentioned property is to be held without reserve at SHERIFF WONDERBOOM/SOSHANGUVE, PORTION 83, DE ONDERSTEPOORT (NORTH OF SASKO MILLS) OLD WARMBATHS ROAD, BON ACCORD on FRIDAY the 9TH day of FEBRUARY 1996 at 11H00.

Full conditions of sale can be inspected at the Sheriff WONDERBOOM/SOSHANGUVE 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 22876 MAMELODI EXTENSION 4 TOWNSHIP REGISTRATION DIVISION J R TRANSVAAL.

IMPROVEMENTS: 3 BEDROOMS, BATHROOM, KITCHEN, LOUNGE, DININGROOM.

HACK STUPEL & ROSS, ATTORNEYS FOR THE PLAINTIFF, P O BOX 2000, PRETORIA. TEL: (012) 325-4185. OUR REF: MR B DU PLOOY/LVDM/GT2101.

CASE NO. 14932/95

IN THE SUPREME COURT OF SOUTH AFRICA
(TRANSVAAL PROVINCIAL DIVISION)

In the matter between **NEDCOR BANK LIMITED,** PLAINTIFF, and **MAKOTU JOHANNES MATSEMELA,** DEFENDANT

A Sale in Execution of the undermentioned property is to be held without reserve at SHERIFF WONDERBOOM/SOSHANGUVE, PORTION 83, DE ONDERSTEPOORT (NORTH OF SASKO MILLS) OLD WARMBATHS ROAD, BON ACCORD on FRIDAY the 9TH day of FEBRUARY 1996 at 11 H 00.

Full conditions of sale can be inspected at the Sheriff WONDERBOOM/SOSHANGUVE 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 430 SOSHANGUVE FF TOWNSHIP REGISTRATION DIVISION J R TRANSVAAL.

IMPROVEMENTS: 2 BEDROOMS, BATHROOM, KITCHEN, LOUNGE.

Hack Stupel & Ross, Attorneys for the Plaintiff, P.O. Box 2000, Pretoria. [Tel. (012)325-4185.] (Ref. Mr B. du Plooy/LVDM/GT2596.)

CASE NO. 4519/95

IN THE SUPREME COURT OF SOUTH AFRICA
(WITWATERSRAND LOCAL DIVISION)

In the matter between **NEDCOR BANK LIMITED,** Plaintiff, and
JOHANNES PETRUS CONRADIE, 1st Defendant

Notice is hereby given that on the 2 FEBRUARY 1996, at 11h.00 the undermentioned property will be sold by Public Auction at the offices of the Sheriff, BRAKPAN 439 PRINCE GEORGE AVENUE, BRAKPAN pursuant to a Judgment in this matter granted by the above Honourable Court on 5 July 1995, namely:

Certain: ERF 633 BRAKPAN NORTH EXT 1 REGISTRATION DIVISION I.R. THE PROVINCE OF GAUTENG.

Situated at: 17 PYTHIAN STREET, BRAKPAN NORTH EXT 1.

The following improvements (which are not warranted to be correct) exists on the property: Detached single storey brick residence consisting of:

3 BEDROOMS, BATHROOM, 2 TOILETS, KITCHEN, LOUNGE, DINING ROOM.

and outbuildings comprised of:

2 CARPORTS, SWIMMING POOL.

The full Conditions of Sale may be inspected at the offices of the Sheriff, BRAKPAN, 439 PRINCE GEORGE AVENUE, BRAKPAN.

DATED at BOKSBURG on this the 14 December 1995.

Tuckers Inc., 2nd Floor, Permanent Building, 312 Commissioner Street, Boksburg. (Tel. 892-3400.) (Ref. Mrs L. Pinheiro/H03047.)

CASE NO: 18290/95
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
MBATHA, REGINA NTOMBI, Execution Debtor

IN EXECUTION OF A JUDGMENT of the Supreme Court of South Africa (Witwatersrand Local Division) in the abovementioned suit, a sale without reserve will be held at the Main Entrance Hall of the Magistrate's Court, VANDERBIJLPARK on the 2 FEBRUARY, 1996 at 10h00 of the undermentioned property of the Defendant on the conditions which will lie for inspection at the Magistrate's Court, General Hertzog Street, Vanderbijlpark prior to the sale.

CERTAIN: all right title and interest in the Leashold in respect of ERF 1449 situate in the Township of EVATON NORTH, Registration Division I.Q. Transvaal; Being 1449 Evaton North, Evaton North, Vanderbijlpark.

MEASURING: 330 (THREE HUNDRED AND THIRTY) square metres.

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

A detached single storey brick built residence with tiled roof, comprising kitchen, lounge/dining room, 2 bedrooms and 1 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 of 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 000,00 (TWENTY THOUSAND RAND) and thereafter 3% (THREE PER CENTUM) up to a maximum fee of R6 000,00 (SIX THOUSAND RAND) minimum charges R200,00 (TWO HUNDRED RAND).

DATED at JOHANNESBURG this 18th day of December, 1995.

Ramsay, Webber & Company, Plaintiff's Attorneys, 5th Floor, Glazco Centre, c/r Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/avb/M1198.)

Case No. 18609/95
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 **MASHISHI, LESIBA PHINEAS,** 1st Execution Debtor, and **MEREOTLHE, NKELE AGNES,** 2nd Execution Debtor

IN EXECUTION OF A JUDGEMENT of the Supreme Court of South Africa (Witwatersrand Local Division) in the abovementioned suit, a sale without reserve will be held at 131 Marshall Street, Johannesburg on the 1 FEBRUARY, 1996 at 10h00 of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff, SOWETO EAST, 32 Von Brandis Street, Johannesburg prior to the sale (short description of property, situation and street number):

CERTAIN: ERF 29394 situate in the Township of *MEADOWLANDS EXTENSION 12,* Registration Division I.Q. Transvaal; being 29394 Meadowlands Extension 12, Soweto.

MEASURING: 220 (TWO HUNDRED AND TWENTY) square metres.

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

A detached single storey brick built residence with tiled roof, comprising kitchen, lounge/dining room, 2 bedrooms and 1 bathroom.

TERMS: 10% (TEN PER CENTUM) of the purchase price in cash on the day of sale, the balance payable against registration of transfer, to be secured by a bank or building society guarantee 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 R200,00 (TWO HUNDRED RAND).

DATED at JOHANNESBURG this 18 December 1995.

RAMSAY, WEBBER AND COMPANY, Plaintiff's Attorneys, 5th Floor, Glazco Centre, c/r Harrison and Anderson Streets, JOHANNESBURG; P.O. Box 61677, MARSHALLTOWN. Tel. 838-5451. Ref. Foreclosures/avb/M1207.

SAAK NR. 14831/95

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA
(TRANSVAALSE PROVINSIALE AFDELING)

In die saak tussen: **EERSTE NASIONALE BANK VAN S A BPK.,** Eiser en **TOM ERNEST KIDAAGA GAIGULO,** Verweerder

GELIEWE KENNIS TE neem dat in opvolging van 'n Vonnis in bogemelde aksie toegestaan op 7 SEPTEMBER 1995, sal die ondergemelde onroerende eiendom, geregistreer in die naam van die Verweerder, sonder 'n reserweprys, deur die Balju in Eksekusie verkoop word op 2 FEBRUARIE 1996 om 11h00:

ERF 839, geleë in die dorpsgebied van SOSHANGUVE-M, Registrasie Afdeling J R TRANSVAAL, grootte 864 VIERKANTE METER, gehou kragtens AKTE VAN TRANSPORT NR: T51032/92 [Die eiendom is ook beter bekend as 839 BLOK M, SOSHANGUVE].

PLEK VAN VERKOPING: Die verkoping sal plaasvind te die kantore van die Balju, WONDERBOOM, GEDEELTE 83 DE ONDERSTEPOORT (NET NOORD VAN SASKO MEULE), OU WARMBADPARK, BON ACCORD.

VERBETERINGS: Die volgende verbeterings is op die eiendom aangebring alhoewel geen waarborg daartoe verskaf word nie: 'n Woonhuis onder 'n teëldak, bestaande uit Ingangsportaal, Sitkamer, Familiekamer, Eetkamer, Studeerkamer, Kombuis, 4 slaapkamers, 2 Badkamers (een met stort). Buitegeboue synde Dubbelmotorhuise, Toilet. Omhein en plaveisel.

Zonering: Residensieël.

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

GEDATEER TE PRETORIA OP HIERDIE 7DE DAG VAN DESEMBER 1995.

(GET) MNR G. VAN DEN BURG, RORICH WOLMARANS & LUDERITZ ING., Ons Eerst Volksbankgebou, Kerkplein 32, Mutuallaan, Pretoria. VERW: VD BURG/avdp/F.406/B1. TEL: 325-3933.

CASE NUMBER: 18139/95

IN THE SUPREME COURT OF SOUTH AFRICA
(TRANSVAAL PROVINCIAL DIVISION)

In the matter between: **H G MEISSNER & CO. (PTY) LTD,** Plaintiff, and **STEPHANI RIEGER,** Defendant

1. In the execution of the judgement of the Supreme Court of South Africa (TRANSVAAL PROVINCIAL DIVISION) in the abovementioned suit, a sale without a reserve price will be held at NELSPRUIT at 10H00 on FRIDAY, 2 FEBRUARY 1996 on the conditions read out by the auctioneer at the office of the Sheriff, NELSPRUIT, prior to the sale, of the undermentioned property situated at MAGISTRATE'S COURT OFFICE, BESTER STREET, NELSPRUIT:

NO. 6 VIKING STREET, NELSPRUIT, being ERF 2545, NELSPRUIT, EXTENSION 19 Township, Registration Division JU, Transvaal; Measuring 3 802 (THREE THOUSAND EIGHT HUNDRED AND TWO) square metres; Held by DEED OF TRANSFER NO. T65434/1988, which is zoned as residential and consists of (not guaranteed):

"A Dwelling": one double story house with a thatched roof, double garage (no doors / windows), one kitchen, one sitting room, one toilet on the ground floor, two bedrooms with a bath, one wire fence and a front veranda.

2. *TERMS:*

2.1 10% (TEN PER CENTUM) of the purchase price in cash on the day of the sale, the balance and interest on the full purchase price at current bonds rates payable against registration of transfer, to be secured by a Bank- or Building Society- or other acceptable guarantee to be furnished within 14 (FOURTEEN) days from the date of sale.

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

2.2.1 5% (FIVE PER CENTUM) of the proceeds of the sale up to a price of R20 000 (TWENTY THOUSAND RAND) and thereafter 3% (THREE PER CENTUM) up to a maximum fee of R6 000 (SIX THOUSAND RAND);

2.2.2 minimum charges R200,00 (TWO HUNDRED RAND).

DATED at JOHANNESBURG on this the 21 December 1995.

HOFMEYER INC., Attorneys for Plaintiff, 4th Floor, Forum II, Braampark, 33 Hoofd Street, Private Bag X1000, BRAAMFONTEIN. Ref. A. LAMPRECHT/GNH.

CASE NO. 2860/94

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

In the matter between **ABSA BANK LTD** (UNITED BANK DIVISION), Plaintiff, and **JACOBUS LOUIS VAN VUUREN,** First Defendant, and **MARIA VAN VUUREN,** Second Defendant

In pursuance of a Judgment in the Court for the Magistrate of BENONI on the 10th AUGUST 1994 and Warrant of Execution issued pursuant thereto the property listed hereunder will be sold in Execution and by PUBLIC AUCTION on 3rd FEBRUARY 1996 at 10h00 a.m. AT THE PROPERTY namely:

CERTAIN: ERF 1591 CRYSTAL PARK EXTENSION 2 TOWNSHIP, situate at 10 SPURWINGS STREET, the Township of CRYSTAL PARK EXTENSION 2, district of BENONI, Measuring 852 (EIGHT HUNDRED AND FIFTY TWO) SQUARE METRES.

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

BUILDING built of brick and plaster and comprises an entrance hall, lounge, diningroom, kitchen, three bedrooms and two bathrooms.

THE CONDITIONS OF SALE

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

The full Conditions of Sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Court and/or at the offices of LIBRA AUCTIONEERS C.C., 6 KINGFISHER STREET, HORISON PARK, ROODEPOORT.

Dated at BOKSBURG on this 20th day of DECEMBER 1995.

Hammond Pole & Dixon Inc., Attorney for Plaintiff, c/o Hammond, Pole & Dixon Inc., 75 Elston Avenue, Benoni. (Tel. 917-4631.) (Ref. Mrs Teixeira/U00529.)

CASE NO: 20910/95
P.H. 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 **ZWANE, FANIE MARISO,** 1st Execution Debtor, and **ZULU, LINDIWE THANDAZILE,** 2nd Execution Debtor

IN EXECUTION OF A JUDGMENT of the Supreme Court of South Africa (Witwatersrand Local Division) in the abovementioned suit, a sale without reserve will be held at 131 Marshall Street, Johannesburg on the 1 FEBRUARY, 1996 at 10h00 of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff, SOWETO WEST, 32 Von Brandis Street, Johannesburg prior to the sale:

CERTAIN: ERF 3483 situate in the Township of PROTEA GLEN EXTENSION 2, Registration Division I.Q. Transvaal; Being 3483 Protea Glen Extension 2, Soweto, Johannesburg.

MEASURING: 264 (TWO HUNDRED AND SIXTY FOUR) square metres.

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

A detached single storey brick built residence with tiled roof, comprising kitchen, lounge/dining room, 2 bedrooms and 1 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 of 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 000,00 (TWENTY THOUSAND RAND) and thereafter 3 % (THREE PER CENTUM) up to a maximum fee of R6 000,00 (SIX THOUSAND RAND) minimum charges R200,00 (TWO HUNDRED RAND).

DATED at JOHANNESBURG this 18 December 1995.

Ramsay, Webber & Company, Plaintiff's Attorneys, Fifth Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/avb/Z65.)

CASE NO: 6789/95
P.H. 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 **MOTAUNG, DIALE JOSEPH,** Execution Debtor

IN EXECUTION OF A JUDGMENT of the Supreme Court of South Africa (Witwatersrand Local Division) in the abovementioned suit, a sale without reserve will be held at the Sheriff's office, BOKSBURG on the 2 FEBRUARY, 1996 at 11h15 of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff, BOKSBURG, 182 Leeuwpoort Street, Boksburg prior to the sale.

CERTAIN: Erf 18157 situate in the Township of VOSLOORUS EXTENSION 25, Registration Division I.R. Transvaal; Being 18157 Vosloorus Extension 25, Boksburg.

MEASURING: 260 (TWO HUNDRED AND SIXTY) square metres.

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

A detached single storey brick built residence with iron roof, comprising kitchen, lounge/dining room, 1 bedroom and 1 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 of 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 000,00 (TWENTY THOUSAND RAND) and thereafter 3 % (THREE PER CENTUM) up to a maximum fee of R6 000,00 (SIX THOUSAND RAND) minimum charges R200,00 (TWO HUNDRED RAND).

DATED at JOHANNESBURG this 18th day of December 1995.

Ramsay, Webber & Company, Plaintiff's Attorneys, Fifth Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/avb/M1062.)

CASE NO: 11051/95
P.H. 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 **MJENXANE, MNCEKELELI EUGENE,** 1st Execution Debtor, and **SEASEBO, ESTHER MONKGOGI,** 2nd Execution Debtor

IN EXECUTION OF A JUDGEMENT of the Supreme Court of South Africa (Witwatersrand Local Division) in the abovementioned suit, a sale without reserve will be held at 131 Marshall Street, Johannesburg on the 1 FEBRUARY, 1996 at 10h00 of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff, SOWETO WEST, 32 Von Brandis Street, Johannesburg prior to the sale.

CERTAIN: ERF 3514 situated in the Township of PROTEA GLEN EXTENSION 2, Registration Division I.Q. Transvaal; Being 3514 Protea Glen Extension 2, Soweto, Johannesburg.

MEASURING: 252 (TWO HUNDRED AND FIFTY TWO) square metres.

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

A detached single storey brick built residence with tiled roof, comprising kitchen, lounge/dining room, 2 bedrooms and 1 bathroom.

TERMS: 10% (TEN PER CENTUM) of the purchase price in cash on the day of sale, the balance payable against registration of transfer, to be secured by a Bank Building Society or other acceptable guarantee to be furnished within fourteen (14) days from the date of sale.

Auctioneer's charges, payable on the day of sale, to be calculated as follows: 5% (FIVE PER CENTUM) on the proceeds of the sale up to a price of R20 000,00 (TWENTY THOUSAND RAND) and thereafter 3% (THREE PER CENTUM) up to a maximum fee of R6 000,00 (SIX THOUSAND RAND) minimum charges R200,00 (TWO HUNDRED RAND).

DATED at JOHANNESBURG this 18 December 1995.

RAMSAY, WEBBER AND COMPANY, Plaintiff's Attorneys, 5th Floor, Glazco Centre, c/r Harrison and Anderson Streets, JOHANNESBURG. Ref. Foreclosures/avb/M1125. P.O. Box 61677, MARSHALLTOWN. Tel. 838-5451.

CASE NO: 13638/95
P.H. 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 **MHLANGO, NOMOYA FLORENCE,** Execution Debtor

IN EXECUTION OF A JUDGEMENT of the Supreme Court of South Africa (Witwatersrand Local Division) in the abovementioned suit, a sale without reserve will be held at 131 Marshall Street, Johannesburg on 1 FEBRUARY, 1996 at 10h00 of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff, SOWETO EAST, 32 Von Brandis Street, Johannesburg prior to the sale.

CERTAIN: ERF 9432 situated in the Township of PIMVILLE ZONE 6, Registration Division I.Q. Transvaal; Being 9432 Pimville Zone 6, Soweto, Johannesburg.

MEASURING: 316 (THREE HUNDRED AND SIXTEEN) square metres.

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

A detached single storey brick built residence with iron roof, comprising kitchen, lounge/dining room, family room, laundry, sun room, 3 bedrooms, 1 bathroom with outbuildings with similar construction comprising of double garage, carport, servant's room, 2 toilets and 1 storeroom.

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 000,00 (TWENTY THOUSAND RAND) and thereafter 3% (THREE PER CENTUM) up to a maximum fee of R6 000,00 (SIX THOUSAND RAND) minimum charges R200,00 (TWO HUNDRED RAND).

DATED at JOHANNESBURG this 18 December 1995.

RAMSAY, WEBBER AND COMPANY, Plaintiff's Attorneys, 5th Floor, Glazco Centre, c/r Harrison and Anderson Streets, JOHANNESBURG. Ref. Foreclosures/avb/M1141. P.O. Box 61677, MARSHALLTOWN. Tel. 838-5451.

CASE NO: 13319/95
P.H. 104

IN THE SUPREME COURT OF SOUTH AFRICA

(WITWATERSRAND LOCAL DIVISION)

In the matter between:— **THE STANDARD BANK OF S.A. LTD,** Execution Creditor, and **MOKOENA, MOLIFI JOAS,** Execution Debtor

IN EXECUTION OF A JUDGEMENT of the Supreme Court of South Africa (Witwatersrand Local Division) in the abovementioned suit, a sale without reserve will be held at the Sheriff's office, BRAKPAN on 2 FEBRUARY, 1996 at 11h00 of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff, BRAKPAN, 439 Prince George Avenue, Brakpan prior to the sale.

CERTAIN: ERF 15178 situated in the Township of TSAKANE EXTENSION 5, Registration Division I.R. Transvaal; Being 15178 Tsakane Extension 5, Brakpan.

MEASURING: 275 (TWO HUNDRED AND SEVENTY FIVE) square metres.

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

A detached single storey brick built residence with asbestos roof, comprising kitchen, lounge/dining-room, 2 bedrooms and 1 bathroom.

TERMS: 10% (TEN PER CENTUM) of the purchase price in cash on the day of sale, the balance payable against registration of transfer, to be secured by a Bank Building Society or other acceptable guarantee to be furnished within fourteen (14) days from the date of sale.

Auctioneer's charges, payable on the day of sale, to be calculated as follows: 5% (FIVE PER CENTUM) on the proceeds of the sale up to a price of R20 000,00 (TWENTY THOUSAND RAND) and thereafter 3% (THREE PER CENTUM) up to a maximum fee of R6 000,00 (SIX THOUSAND RAND) minimum charges R200,00 (TWO HUNDRED RAND).

DATED at JOHANNESBURG this 18th day of December, 1995.

RAMSAY, WEBBER AND COMPANY, Plaintiff's Attorneys, 5th Floor, Glazco Centre, c/r Harrison and Anderson Streets, JOHANNESBURG. Ref. Foreclosures/avb/M1139. P.O. Box 61677, MARSHALLTOWN. Tel. 838-5451.

CASE No: 15970/95
P.H. 104

IN THE SUPREME COURT OF SOUTH AFRICA
(WITWATERSRAND LOCAL DIVISION)

In the matter between: **THE STANDARD BANK OF S.A. LTD,** Execution Creditor, and **MAKHATHINI, MBONGELENI PRINCE SWAZINI,** 1st Execution Debtor, **MAKHATINI, OCTAVIA THOKO,** 2nd Execution Debtor

IN EXECUTION OF A JUDGMENT of the Supreme Court of South Africa (Witwatersrand Local Division) in the abovementioned suit, a sale without reserve will be held at the Sheriff's office, SPRINGS on the 2 FEBRUARY, 1996 at 11h00 of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff, Springs, 56, 12th Street, Springs prior to the sale.

CERTAIN: All right title and interest in the Leasehold in respect of Erf 14527 situate in the Township of *KWA-THEMA EXTENSION 2,* Registration Division I.R. Transvaal; Being 14527 Kwa-Thema Extension 2, Springs.

MEASURING: 377 (THREE HUNDRED AND SEVENTY SEVEN) square metres.

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

A detached single storey brick built residence with tiled roof, comprising kitchen, lounge/dining-room, 2 bedrooms and 1 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 of 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 000,00 (TWENTY THOUSAND RAND) and thereafter 3% (THREE PER CENTUM) up to a maximum fee of R6 000,00 (SIX THOUSAND RAND) minimum charges R200,00 (TWO HUNDRED RAND).

DATED at JOHANNESBURG this 18th day of December, 1995.

PLAINTIFF'S ATTORNEYS, RAMSAY, WEBBER AND COMPANY, 5th Floor, Glazco Centre, c/r Harrison and Anderson Streets, JOHANNESBURG. Ref. Foreclosures/avb/M1170. P.O. Box 61677, Marshalltown. Tel. 838-5451.

CASE No: 95/22957
P.H. 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 **SUDHOO, SURESH,** 1st Execution Debtor, and **SUDHOO, VISALATCHEE,** 2nd Execution Debtor

IN EXECUTION OF A JUDGMENT of the Supreme Court of South Africa (Witwatesrand Local Division) in the abovementioned suit, a sale without reserve will be held at the Sheriff's office, SPRINGS on the 2 FEBRUARY, 1996 at 11h00 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 392 situate in the Township of *BAKERTON EXTENSION 4,* Registration Division I.R. Transvaal; being 9 Primrose Street, Bakerton Extension 4, Springs.

MEASURING: 600 (SIX HUNDRED) square metres.

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

A detached single storey brick built residence with tiled roof, comprising kitchen, lounge/dining room, 3 bedrooms, 2 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 of 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 000,00 (TWENTY THOUSAND RAND) and thereafter 3% (THREE PER CENTUM) up to a maximum fee of R6 000,00 (SIX THOUSAND RAND) minimum charges R200,00 (TWO HUNDRED RAND).

DATED at JOHANNESBURG this 18th day of December, 1995.

PLAINTIFF'S ATTORNEYS, (SIGNED) S. A. SIMPSON, RAMSAY, WEBBER AND COMPANY, 5th Floor, Glazco Centre, c/r Harrison and Anderson Streets, JOHANNESBURG. Ref. Foreclosures/fp/S740. P.O. Box 61677, MARSHALLTOWN. Tel. 838-5451.

CASE No: 95/18626
P.H. 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 **ANSTEY, ROBERT EDWARD,** First Execution Debtor, and **ANSTEY, STELLA YVONNE,** Second Execution Debtor

IN EXECUTION OF A JUDGMENT of the Supreme Court of South Africa (Witwatersrand Local Division) in the abovementioned suit, a sale without reserve will be held at Ground Floor, Fluor House, 100 Grayston Road, Sandown, on the 2 FEBRUARY, 1996 at 10h00 of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff, Sandton, Ground Floor, Fluor House, 100 Grayston Road, Sandown, prior to the sale.

CERTAIN: LOT 930 situate in the Township of *BRYANSTON,* Registration Division I.R. Transvaal; Being 75, Culross Road, Bryanston.

MEASURING: 4 127 (FOUR THOUSAND ONE HUNDRED AND TWENTY SEVEN) square metres.

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

A detached partly double storey brick built residence with tiled roof, comprising kitchen, lounge/dining room, entrance hall, family room/bar, laundry, 2 separate toilets, 4 bedrooms, 3 bathrooms with outbuildings with similar construction comprising of 2 garages, carport, servant's room, toilet, bathroom, swimming pool, tennis court.

TERMS: 10% (TEN PER CENTUM) of the purchase price in cash on the day of sale, the balance payable against registration of transfer, to be secured by a Bank of 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 000,00 (TWENTY THOUSAND RAND) and thereafter 3% (THREE PER CENTUM) up to a maximum fee of R6 000,00 (SIX THOUSAND RAND) minimum charges R100,00 (ONE HUNDRED RAND).

DATED at JOHANNESBURG this 15th day of DECEMBER, 1995.

PLAINTIFF'S ATTORNEYS, (SIGNED) B. W. WEBBER, RAMSAY, WEBBER AND COMPANY, 5th Floor, Glazco Centre, c/r Harrison and Anderson Streets, JOHANNESBURG. Ref. Foreclosures/bt/A.123. P.O. Box 61677, MARSHALLTOWN. Tel. 838-5451.

CASE NO: 15370/94
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
VOIGT, BRIAN COLIN, 1st Execution Debtor, and **VOIGT, SHERALYNN JANE,** 2nd Execution Debtor

IN EXECUTION OF A JUDGMENT of the Supreme Court of South Africa (Witwatersrand Local Division) in the abovementioned suit, a sale without reserve will be held at the Sheriff's office, Kempton Park on the 8 FEBRUARY, 1996 at 10h00 of the the undermentioned property of the Defedant on the conditions which will lie for inspection at the offices of the Sheriff, Kempton Park, 8 Park Street, Kempton Park prior to the sale.

CERTAIN: ERF 1708 situate in the Township of BIRCH ACRES EXTENSION 4, Registration Division I.R. Transvaal; Being 120, Ambrosia Road, Birch Acres Extension 4, Kempton Park.

MEASURING: 1 000 (ONE THOUSAND) square metres.

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

A detached double storey brick built residence with tiled roof, comprising kitchen, lounge/dining room, 5 bedrooms, 3 bathrooms with outbuildings with similar construction comprising of 2 garages, 2 carports, 1 toilet, swimming pool.

Terms: 10% (TEN PER CENTUM) of the purchase price in cash on the day of the sale, the balance payable against registration of transfer, to be secured by a Bank of 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 the sale to be calculated as follows: 5% (FIVE PER CENTUM) on the proceeds of the sale up to a price of R20 000,00 (TWENTY THOUSAND RAND) and thereafter 3% (THREE PER CENTUM) up to a maximum fee of R6 000,00 (SIX THOUSAND RAND) minimum charges R200,00 (TWO HUNDRED RAND).

DATED at JOHANNESBURG this 15th day of December, 1995.

(SIGNED) S. A. SIMPSON, RAMSAY, WEBBER AND COMPANY, PLAINTIFF'S ATTORNEYS, 5th Floor, Glazco Centre, c/r Harrison and Anderson Streets, JOHANNESBURG, Ref. Foreclosures/bt/V.124, P.O. Box 61677, MARSHALLTOWN, Tel. 838-5451.

SAAK NR 1864/95

IN DIE LANDDROSHOF VIR DIE DISTRIK HOËVELDRIFT GEHOU TE EVANDER

In die saak tussen **EERSTE NASIONALE BANK BEPERK,** Eiser, en **BAREND JACOBUS VILOEN,** Verweerder

INGEVOLGE 'n Vonnis van die bogemelde Agbare Hof toegestaan op 25 Julie 1995 sal die volgende vaste eiendom in eksekusie verkoop word by die kantoor van die Balju, Cornellweg 21, EVANDER op WOENSDAG, 7 FEBRUARIE 1996 om 12h00 aan die hoogste bieder, naamlik:

ERF 661 LESLIE UITBREIDING 3 DORPSGEBIED Registrasie Afdeling I.R. Transvaal:

GROOT 1091 (EENDUISEND EEN EN NEGENTIG) vierkante meter;

GEHOU kratens Akte van Transport T5217/88;

BETER bekend as Wingatestraat 30, LESLIE.

TERME:

Tien persent (10%) van die koopprys in kontant betaalbaar ten tye van die verkoping en die balans teen registrasie van transport, versekereer te word deur 'n goedgekeurde Bank- en Bouvereniging Waarborg, gelewer te word binne 21 (een en twintig) dae daarna, asook 4% Afslaerskommissie wat betaalbaar is met die toeslaan van die bod.

Die Verkoopsvoorwaardes mag gedurende kantoorure by die Kantoor van die Balju, Cornellweg 21, EVANDER besigtig word.

GETEKEN te SECUNDA hierdie 18de dag van DESEMBER 1995.

PROKUREURS VIR EISER, ELS PROKUREURS, Checkersgebou, Posbus 47, SECUNDA, TEL: 347788 / 347739. MEV. LOUW/eh.

SAAK NR 2841/95

IN DIE LANDDROSHOF VIR DIE DISTRIK HOËVELDRIFT GEHOU TE EVANDER

In die saak tussen **EERSTE NASIONALE BANK BEPERK,** Eiser, en **ERNST JACOBUS VAN JAARSVELD,** Verweerder

INGEVOLGE 'n Vonnis van die bogemelde Agbare Hof toegestaan op 8 NOVEMBER 1995 sal die volgende vaste eiendom in eksekusie verkoop word by die kantoor van die Balju, Cornellweg 21, EVANDER op 7 FEBRUARIE 1996 om 12h00 aan die hoogste bieder, naamlik:

ERF 886 EVANDER UITBREIDING 1 REGISTRASIE AFDELING I.S. TRANSVAAL.

GROOT 1041 VIERKANTE METER.

BETER BEKEND AS Aachenweg 6 EVANDER.

TERME:

Tien persent (10%) van die koopprys in kontant betaalbaar ten tye van die verkoping en die balans teen registrasie van transport, versekereer te word deur 'n goedgekeurde Bank- en Bouvereniging Waarborg, gelewer te word binne 21 (een en twintig) dae daarna, asook 4% Afslaerskommissie wat betaalbaar is met die toeslaan van die bod.

Die Verkoopsvoorwaardes mag gedurende kantoorure by die Kantoor van die Balju, Cornellweg 21, EVANDER besigtig word.

GETEKEN te SECUNDA hierdie 18de dag van DESEMBER 1995.

PROKUREURS VIR EISER, ELS PROKUREURS, Checkersgebou, Posbus 47, SECUNDA, TEL: 347788 / 347739. MEV. LOUW/eh.

CASE NO: 11075/94
P.H. 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 **MASHABA, REGINALD FERNANDO,** 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 1 FEBRUARY, 1996 at 10h00 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 1738 situated in the Township of ETWATWA EXTENSION 2, Registration Division I.R. Transvaal; Being 1738 Etwatwa Extension 2, Benoni.

MEASURING: 306 (THREE 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, 3 bedrooms and 1 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 of 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 000,00 (TWENTY THOUSAND RAND) and thereafter 3% (THREE PER CENTUM) up to a maximum fee of R6 000,00 (SIX THOUSAND RAND) minimum charges R200,00 (TWO HUNDRED RAND).

DATED at JOHANNESBURG this 27th day of December, 1995.

RAMSAY, WEBBER AND COMPANY, PLAINTIFF'S ATTORNEYS, 5th Floor, Glazco Centre, c/r Harrison and Anderson Streets, JOHANNESBURG. Ref. Foreclosures/avb/M425. P.O. Box 61677, MARSHALLTOWN. Tel. 838-5451.

CASE NO: 8446/93
P.H. 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 **LINDEMANN HERBERT PETER,** Execution Debtor

IN EXECUTION OF A JUDGMENT of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Sheriff's office, RANDBURG on the 6 FEBRUARY, 1996 at 10h00 of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff, RANDBURG, Elna Randhof, Cnr. Selkirk and Blairgowrie Drives, Randburg prior to the sale.

CERTAIN: ERF 96 situated in the Township of FONTAINEBLEAU, Registration Division I.Q. Transvaal; Being 50 Rabie Street, Fontainebleau, Randburg.

MEASURING: 1784 (ONE THOUSAND SEVEN HUNDRED AND EIGHTY FOUR) square metres.

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

A detached single storey brick built residence with tiled roof, comprising kitchen, lounge/dining room, study, play room, 3 bedrooms, 2 bathrooms with outbuildings with similar construction comprising of servant's room, toilet and a swimming pool.

TERMS: 10% (TEN PER CENTUM) of the purchase price in cash on the day of sale, the balance payable against registration of transfer, to be secured by a Bank of 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 000,00 (TWENTY THOUSAND RAND) and thereafter 3% (THREE PER CENTUM) up to a maximum fee of R6 000,00 (SIX THOUSAND RAND) minimum charges R200,00 (TWO HUNDRED RAND).

DATED at JOHANNESBURG this 27th day December, 1995.

S. A. SIMPSON, RAMSAY, WEBBER AND COMPANY, PLAINTIFF'S ATTORNEYS, 5th Floor, Glazco Centre, c/r Harrison and Anderson Streets, JOHANNESBURG. Ref. Foreclosures/fp/L193. P.O. Box 61677, MARSHALLTOWN. Tel. 838-5451.

CASE NO: 33404/93
P.H. 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 **NOCUZE, MFANELO WALTER,** 1st Execution Debtor, and **NOCUZE, ALICE PUSELETSO,** 2nd Execution Debtor

IN EXECUTION OF A JUDGMENT of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Sheriff's office, BOKSBURG on the 2 FEBRUARY, 1996 at 11h15 of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff, BOKSBURG, 182 Leeuwpoort Street, Boksburg prior to the sale.

CERTAIN: ERF 17605 situated in the Township of VOSLOORUS EXTENSION 25, Registration Division I.R. Transvaal; Being 17605 Lekgatsi Crescent, Vosloorus Extension 25, Boksburg.

MEASURING: 276 (TWO HUNDRED AND SEVENTY SIX) square metres.

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

A detached single storey brick built residence with tiled roof, comprising kitchen, lounge/dining room, 2 bedrooms, 1 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 of 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 000,00 (TWENTY THOUSAND RAND) and thereafter 3% (THREE PER CENTUM) up to a maximum fee of R6 000,00 (SIX THOUSAND RAND) minimum charges R200,00 (TWO HUNDRED RAND).

DATED at JOHANNESBURG this 22nd day of December, 1995.

S. A. SIMPSON, RAMSAY, WEBBER AND COMPANY, PLAINTIFF'S ATTORNEYS, 5th Floor, Glazco Centre, c/r Harrison and Anderson Streets, JOHANNESBURG. Ref. Foreclosures/fp/N222. P.O. Box 61677, MARSHALLTOWN. Tel. 838-5451.

CASE NO: 95/6926
P.H. 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 **NXUMALO, BONANE ANNE,** Execution Debtor

IN EXECUTION OF A JUDGEMENT of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Sheriff's office, BOKSBURG on 2 FEBRUARY, 1996 at 11h15 of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff, BOKSBURG, 192 Leeuwpoort Street, Boksburg prior to the sale.

CERTAIN: all right title and interest in and to the leasehold in respect of ERF 614 situated in the Township of VOSLOORUS EXTENSION 2, Registration Division I.R. Transvaal; Being 614 Tshivhase Street, Vosloorus Extension 2, Boksburg.

MEASURING: 330 (THREE HUNDRED AND THIRTY) square metres.

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

A detached single storey brick built residence with tiled roof, comprising kitchen, lounge/dining room, 3 bedrooms, 1 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 of 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 000,00 (TWENTY THOUSAND RAND) and thereafter 3% (THREE PER CENTUM) up to a maximum fee of R6 000,00 (SIX THOUSAND RAND) minimum charges R200,00 (TWO HUNDRED RAND).

DATED at JOHANNESBURG this 22nd day of December, 1995.

(SIGNED) S.A. SIMPSON, RAMSAY, WEBBER AND COMPANY, PLAINTIFF'S ATTORNEYS, 5th Floor, Glazco Centre, Cnr Harrison and Anderson Streets, JOHANNESBURG. Ref. Foreclosures/fp/N335. P.O. Box 61677, MARSHALLTOWN. Tel. 838-5451.

CASE NO: 94/20402
P.H. 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 **BAILEY, PETER STEWART,** Execution Debtor

IN EXECUTION OF A JUDGMENT of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Sheriff's office, Alberton on 6 FEBRUARY, 1996 at 10h00 of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff, Alberton, 1st Floor, Terrace Building, Terrace Street, New Redruth, Alberton, and at the Magistrate's Court prior to the sale.

CERTAIN: ERF 789 situated in the Township of BRACKENDOWNS, Registration Division I.R. Transvaal; Being 13 Kameeldoring Street, Brackendowns, Alberton.

MEASURING: 1 160 (ONE THOUSAND ONE HUNDRED AND SIXTY) square metres.

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

A detached single storey brick built residence with iron roof, comprising kitchen, lounge/dining room, entrance hall, study, 3 bedrooms, 2 bathrooms with outbuildings with similar construction comprising of 2 garages, 1 servant's room, toilet and swimming pool.

TERMS: 10% (TEN PER CENTUM) of the purchase price in cash on the day of sale, the balance payable against registration of transfer, to be secured by a Bank of 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 000,00 (TWENTY THOUSAND RAND) and thereafter 3% (THREE PER CENTUM) up to a maximum fee of R6 000,00 (SIX THOUSAND RAND) minimum charges R200,00 (TWO HUNDRED RAND).

DATED at JOHANNESBURG this 22nd day of DECEMBER, 1995.

(SIGNED) S.A. SIMPSON, RAMSAY, WEBBER AND COMPANY, PLAINTIFF'S ATTORNEYS, 5th Floor, Glazco Centre, c/r Harrison and Anderson Streets, JOHANNESBURG. Ref. Foreclosures/bt/B.334. P.O. Box 61677, MARSHALLTOWN. Tel. 838-5451.

CASE NO: 12573/95

IN THE SUPREME COURT OF SOUTH AFRICA
(WITWATERSRAND LOCAL DIVISION)

In the matter between: **NEDCOR BANK LIMITED,** Plaintiff, and **CONFERENCE HLONGWANE,** 1st Defendant, and **NTEBOGENG JACQUALINE MNYAKENI,** 2nd Defendant

Notice is hereby given that on the 2 FEBRUARY 1996, at 11h.00 the undermentioned property will be sold by Public Auction at the offices of the Sheriff, BRAKPAN 439 PRINCE GEORGE AVENUE, BRAKPAN pursuant to a Judgment in this matter granted by the above Honourable Court on 5 JUNE 1995, namely:

Certain: ERF 18322 TSAKANE EXT 8, REGISTRATION DIVISION I.R THE PROVINCE OF GAUTENG.

Situate at: 18322 TSAKANE EXT 8, BRAKPAN.

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

Detached single storey brick residence consisting of: 3 BEDROOMS, BATHROOM, KITCHEN, LOUNGE.

The full Conditions of Sale may be inspected at the offices of the Sheriff, BRAKPAN, 439 PRINCE GEORGE AVENUE, BRAKPAN.

DATED at BOKSBURG on this the 19 December 1995.

TUCKERS INC, 2ND FLOOR, PERMANENT BUILDING, 312 COMMISSIONER STREET, BOKSBURG. TEL: 892-3400. REF: MRS L PINHEIRO/H05095.

SAAK No. 366/95

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN VEREENIGING GEHOU TE MEYERTON

In die saak tussen: **DIE NOORDELIKE VAAL METROPOLITAANSE SUBSTRUKTUUR,** EISER, en **W. A. M. L. STEFFEN,** (1ste), **E. STEFFEN,** (2de) VERWEERDER

Ingevolge vonnis van die Landdroshof van Meyerton en Lasbrief vir Eksekusie gedateer 5 JUNIE 1995 sal die onderver-melde eiendom op 1 FEBRUARIE 1996 om 10h00 by die kantoor van die Balju, Lochstraat 51, Meyerton aan die hoogste bieder verkoop word;

Besonderhede van die eiendom, geleë binne die distrik van VEREENIGING is soos volg:

SEKERE: ERF 591 ROTHDENE—ANGELSTRAAT 77

REGISTRASIE AFDELING: PROVINSIE VAN GAUTENG

GROOT: 1 673 (EEN SES SEWE DRIE) 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 verkoopsvoorwaardes, 10% van die koopprys of R500,00 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 verkoopsvoorwaardes sal ter insae lê by die kantoor van die Balju, Lochstraat 51, Meyerton en sal deur hom uitgelees word by aanvang van verkoping.

4. Die volgende informasie word verstrek aangaande die verbeterings maar niks word gewaarborg nie:

SITKAMER, EETKAMER, 3 SLAAPKAMERS, 2 BADKAMERS, KOMBUIS, AFDAK.

ALDUS GEDOEN EN GETEKEN TE MEYERTON OP HEDE DIE 7DE DAG VAN DESEMBER 1995.

A. I. ODENDAAL, LOCHSTRAAT 16A, POSBUS 547, MEYERTON. TEL. No. (016) 62-0114/5.

SAAK No. 1675/95

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN VEREENIGING GEHOU TE MEYERTON

In die saak tussen: **DIE NOORDELIKE VAAL METROPOLITAANSE SUBSTRUKTUUR,** EISER, en **J. STRYDOM** (1STE), J. A. STRYDOM (2DE), VERWEERDER

Ingevolge vonnis van die Landdroshof van Meyerton en Lasbrief vir Eksekusie gedateer 6 NOVEMBER 1995 sal die ondervermelde eiendom op 1 FEBRUARIE 1996 om 10h00 by die kantoor van die Balju, Lochstraat 51, Meyerton aan die hoogste bieder verkoop word;

Besonderhede van die eiendom, geleë binne die distrik van VEREENIGING is soos volg:

SEKERE: ERF 90 KLIPRIVIER—DANIE SMALSTR 33

REGISTRASIE AFDELING: I Q PROVINSIE VAN GAUTENG

GROOT: 1,6252 (EEN KOMMA SES TWEE VYF TWEE) HEKTAAR

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 verkoopsvoorwaardes, 10% van die koopprys of R500,00 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 verkoopsvoorwaardes sal ter insae lê by die kantoor van die Balju, Lochstraat 51, Meyerton en sal deur hom uitgelees word by aanvang van verkoping.

4. Die volgende informasie word verstrek aangaande die verbeterings maar niks word gewaarborg nie:

SITKAMER, EETKAMER, DRIE SLAAPKAMERS, 1 BADKAMER, KOMBUIS.

ALDUS GEDOEN EN GETEKEN TE MEYERTON OP HEDE DIE 7DE DAG VAN DESEMBER 1995.

A. I. ODENDAAL, LOCHSTRAAT 16A, POSBUS 547, MEYERTON. Tel. No. (016) 62-0114/5.

CASE No. 17673/94

IN THE SUPREME COURT OF SOUTH AFRICA

(TRANSVAAL PROVINCIAL DIVISION)

NEDCOR BANK LIMITED, PLAINTIFF, **JOHN DUMISANI MAZIBUKO,** DEFENDANT

A Sale in Execution of the undermentioned property is to be held without reserve at MAGISTRATE'S COURT, DELVILLE STREET, WITBANK on FRIDAY, the 2ND day of FEBRUARY, 1996 AT 10H00.

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 3878 TOWNSHIP OF KWA-GUQA EXTENSION 7 REGISTRATION DIVISION J S TRANSVAAL.

IMPROVEMENTS: SINGLE STOREY—2 BEDROOMS, KITCHEN, LOUNGE, BATHROOM.

HACK STUPEL & ROSS, ATTORNEYS FOR PLAINTIFF, P O BOX 2000, PRETORIA. [TEL. (012) 325-4185.] (OUR REF: MR B DU PLOOY/LVDM/GT1840.)

SAAK NR. 10463/95

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

In die saak tussen: **ABSA BANK BEPERK,** h/a UNITED BANK, EKSEKUSIESKULDEISER, en **JOHANNES WILLEM JONKER,** 1STE EKSEKUSIESKULDENAAR, en **SANDRA JONKER,** 2DE EKSEKUSIESKULDENAAR

Ingevolge uitspraak in die Landdroshof van KEMPTON PARK en 'n Lasbrief vir Eksekusie gedateer die 21STE dag van September 1995 die hiernagenoemde eiendom op WOENSDAG die 7DE dag van FEBRUARIE 1996 om 15:00 by Marthinus Crousstraat 23, Norkem Park, Kempton Park verkoop word per publieke veiling aan die hoogste bieder op die verkoopsvoorwaardes wat deur die Afslaer uitgelees sal word net voor die veiling en welke verkoopsvoorwaardes nagegaan kan word te die Balju Kantore, Parkstraat 8, Kempton Park:

ERF 2233 NORKEM PARK DORPSGEBIED, REGISTRASIE AFDELING IR TRANSVAAL. *GROOT:* 1 028 VIERKANTE METER. *OOK BEKEND AS:* MARTHINUS CROUSSTRAAT 23 NORKEM PARK KEMPTON PARK. *GEHOU ONDER AKTE VAN TRANSPORT* T 11809/95.

Eiser beskrywe die verbeteringe op die eiendom as volg, maar geen waarborge word gegee in hierdie verband nie.

VERBETERINGS: SITKAMER, 2 BADKAMERS, EETKAMER, 2 TOILETTE, 3 SLAAPKAMERS, 3 MOTORHUISE, KOMBUIS, OPRIT, SWEMBAD EN KROEG, ALLES ONDER 'N TEELDAK EN OMHEIN MET BETONMURE.

TERME: 10% van die koopsom is onmiddellik na die veiling in kontant betaalbaar aan die afslaer en die balans, plus rente teen 21% per jaar onderhewig aan verandering van rentekoers gehef deur Eksekusieskuldeiser van tyd tot tyd vanaf datum van ondertekening van Verkoopsvoorwaardes, welke balans betaalbaar sal wees op registrasie van transport en die uitstaande balans moet gewaarborg word deur 'n Bank of Bouvereniging aan die Balju binne 14 (VEERTIEN) dae na afloop van die veiling.

GEDATEER te KEMPTON PARK hierdie 14DE dag van DESEMBER 1995.

(GET.) M. M. COWLEY, JACOBS & MOODIE, MYRTLE GEBOU, 2DE VLOER, WESSTRAAT 23, POSBUS 75, KEMPTON PARK, 1620. TEL. 970-1216. (VERW. MEV. COWLEY/DE/LU2021.)

CASE NO. 5454/95

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

In the matter between **NBS BANK LIMITED,** Plaintiff, and **WILLEM JACOBUS BRITS,** 1st Defendant, and **MARINDA BRITS,** 2nd Defendant

In pursuance of a judgment in the Court for the Magistrate of BENONI on 19 September 1995 and a Writ of Execution issued pursuant thereto the property listed hereunder will be sold in execution on 9 FEBRUARY 1996 at 11:15 at the premises of the Sheriff of the Magistrate's Court, 182 LEEUWPOORT STREET, BOKSBURG to the highest bidder:

CERTAIN: ERF 2245 SUNWARD PARK EXTENSION 5 TOWNSHIP, situate at 22 Columbus Street in the Township of SUNWARD PARK EXTENSION 5, district BOKSBURG, REGISTRATION DIVISION I.R., TRANSVAAL, Measuring 1 367 (ONE THOUSAND THREE HUNDRED AND SIXTY SEVEN) SQUARE METRES.

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

Building built of brick and plaster, semi face brick under tiled roof, Lounge, Diningroom, Kitchen, Entrance Hall, 3 Bedrooms, 2 Bathrooms with 2 WC's, Single Garage, Servants room with WC and precast wall fencing.

THE CONDITIONS OF SALE

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

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

Dated at BENONI on this the 18th day of DECEMBER 1995.

HAMMOND POLE & DIXON, Attorney for Plaintiff, 1st Floor, Regional House, 75 Elston Avenue, BENONI. Ref: I BEETGE/N0022B. TEL. 422-1350.

CASE NO. 24306/95

IN THE SUPREME COURT OF SOUTH AFRICA

(WITWATERSRAND LOCAL DIVISION)

In the matter between: **NEDCOR BANK LIMITED,** Plaintiff, and **PETRUS CORNELIUS VAN DER WALT,** 1st Defendant, and **ALETTA JOHANNA VAN DER WALT,** 2nd Defendant

Notice is hereby given that on the 2 FEBRUARY 1996, at 11h00 the undermentioned property will be sold by Public Auction at the offices of the Sheriff, BRAKPAN 439 PRINCE GEORGE AVENUE, BRAKPAN pursuant to a Judgment in this matter granted by the above Honourable Court on 3 NOVEMBER 1995, namely:

Certain: ERF 617 BRAKPAN NORTH EXT 1, REGISTRATION DIVISION I.R. THE PROVINCE OF GAUTENG.

Situate at: 3 LITTLE STREET, BRAKPAN NORTH EXT 1.

The following improvements (which are not warranted to be correct) exist on the property: Detached single storey brick residence consisting of: 2 BEDROOMS, BATHROOM, TOILET, KITCHEN, LOUNGE, DINING ROOM, FAMILY ROOM and oubuildings comprised of: CARPORT, TOILET, SWIMMING POOL.

The full Conditions of sale may be inspected at the offices of the Sheriff, BRAKPAN, 439 PRINCE GEORGE AVENUE, BRAKPAN.

DATED at BOKSBURG on this the 21 December 1995.

TUCKERS INC., 2ND FLOOR, PERMANENT BUILDING, 312 COMMISSIONER STREET, BOKSBURG. TEL: 892-3400. REF: MRS L PINHEIRO/H07089.

CASE 93/25950

IN THE SUPREME COURT OF SOUTH AFRICA

(WITWATERSRAND LOCAL DIVISION)

In the matter between **NBS BANK LIMITED,** Plaintiff, and **DIXON ROBERT EDWARD,** 1st Defendant, and **EBLEN GENEVIEVE LOUISE,** 2nd 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 the 22nd day of DECEMBER 1993 will be sold in execution on TUESDAY the 30th day of JANUARY 1996 at 10:00 at the offices of the sheriff of Supreme Court, 1st Floor, Terrace Building, 1 Eaton Terrace, New Redruth, Alberton to the highest bidder:

ERF 2588 BRACKENDOWNS EXTENSION 5 TOWNSHIP, REGISTRATION DIVISION I.Q., TRANSVAAL IN EXTENT 945 (Nine Hundred and Forty Five) square metres.

Situate at 6 Lake Banagher Street, Brackendowns Extension 5, Alberton.

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

Residence, single story dwelling, detached. Walls: Brick and plaster. Roof: Tiles. Floor: Fitted carpets & tiles. Rooms: Lounge, Dining Room, 3 Bedrooms, 2 Bathrooms, 2 Toilets. Outbuildings: 1 Garage, 1 Toilet. Boundary: Concrete walls. Improvements: Walls, paving, pool.

CONDITIONS OF SALE: The purchase price will be payable as to a deposit in cash of 10% and the balance against transfer. The full Conditions of Sale which will be read immediately prior to the sale, may be inspected at the Sheriff's office, Supreme Court, 1st 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 12th DAY OF DECEMBER 1995.

DE VILLIERS & CO., 9TH FLOOR, NBS BUILDING, CNR MARKET & RISSIK STREETS, JOHANNESBURG. REF: MR STEYN/809. TEL: 336-3913/4 336-3921/2/3. DOCEX: DX.571.

CASE 26574/95
P.H. 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 **MUNITICH, GLEN ANDREW,** 1st Execution Debtor, and **MUNITICH, CHANTAL JENMOND,** 2nd 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 the 8 FEBRUARY, 1996 at 10:00 of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff, JOHANNESBURG EAST, 131 Marshall Street, Johannesburg prior to the sale.

(short description of property, situation and street number):

CERTAIN: ERF 1569 situate in the Township of KENSINGTON, Registration Division I.R. Transvaal; Being 26 Aberdeen Road, Kensington, Johannesburg.

MEASURING: 495 (FOUR HUNDRED AND NINETY FIVE) square metres.

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

A detached single storey brick built residence with iron roof, comprising kitchen, lounge/dining room, sun room, 3 bedrooms, 1 bathroom with outbuildings with similar construction comprising of garage, servant's room and 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 21 December 1995.

RAMSAY, WEBBER AND COMPANY, 5th Floor, Glazco Centre, c/r Harrison and Anderson Streets, JOHANNESBURG. Ref. Foreclosures/avb/M1308. P.O. Box 61677, MARSHALLTOWN. Tel. 838-5451.

CASE 9094/95
P.H. 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 **MKHIZE, MZUZILE VICTOR,** Execution Debtor

IN EXECUTION OF A JUDGEMENT of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Sheriff's office, BOKSBURG on the 2 FEBRUARY, 1996 at 11:15 of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff, BOKSBURG, 182 Leeuwpoort Street, Boksburg prior to the sale.

(short description of property, situation and street number):

CERTAIN: ERF 162 situate in the Township of RAVENSWOOD EXTENSION 7, Registration Division I.R. Transvaal; Being 18 Van Reenen Street, Ravenswood Extension 7, Boksburg.

MEASURING: 988 (NINE HUNDRED AND EIGHTY EIGHT) square metres.

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

A detached single storey brick built residence with tiled roof, comprising kitchen, lounge/dining room, 3 bedrooms, 2 bathrooms with outbuildings with similar construction comprising of garage and 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 21st day of December, 1995.

RAMSAY, WEBBER AND COMPANY, PLAINTIFF'S ATTORNEYS, 5th Floor, Glazco Centre, Cnr Harrison and Anderson Streets, JOHANNESBURG. Ref: Foreclosures/avb/M1105. P.O. Box 61677, MARSHALLTOWN. Tel: 838-5451.

CASE NO: 13324/95
P.H. 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 **MKHUMA, THEMBA STOFFEL,** Execution Debtor

IN EXECUTION OF A JUDGMENT of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Sheriff's office, BRAKPAN on the 2 FEBRUARY, 1996 at 11h00 of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff, BRAKPAN, 439 Prince George Avenue, Brakpan prior to the sale.

CERTAIN: ERF 15611 situate in the Township of TSAKANE EXTENSION 5, Registration Division I.R. Transvaal; Being 15611 Tsakane Extension 5, Brakpan.

MEASURING: 240 (TWO HUNDRED AND FORTY) 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, 1 bedroom and 1 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 of 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 000,00 (TWENTY THOUSAND RAND) and thereafter 3% (THREE PER CENTUM) up to a maximum fee of R6 000,00 (SIX THOUSAND RAND) minimum charges R200,00 (TWO HUNDRED RAND).

DATED at JOHANNESBURG this 21st day of December, 1995.

RAMSAY, WEBBER AND COMPANY, PLAINTIFF'S ATTORNEYS, 5th Floor, Glazco Centre, c/r Harrison and Anderson Streets, JOHANNESBURG, Ref. Foreclosures/avb/M1135, P.O. Box 61677, MARSHALLTOWN. Tel. 838-5451.

CASE NO: 6589/93
P.H. 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 **MPHUNGWA, ANDRIES,** Execution Debtor

IN EXECUTION OF A JUDGMENT of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Sheriff's office, BOKSBURG on the 2 FEBRUARY, 1996 at 11h15 of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff, BOKSBURG, 182 Leeuwpoort Street, Boksburg, prior to the sale.

CERTAIN: All right, title and interest in and to the leasehold in respect of ERF 93 situate in the Township of VOSLOORUS EXTENSION 2, Registration Division I.R. Transvaal; Being 93 Vosloorus Extension 2, Boksburg.

MEASURING: 450 (FOUR HUNDRED AND FIFTY) square metres.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: A detached single storey brick built residence with tiled roof, comprising kitchen, lounge/dining-room, 3 bedrooms and 1 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 of 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 000,00 (TWENTY THOUSAND RAND) and thereafter 3% (THREE PER CENTUM) up to a maximum fee of R6 000,00 (SIX THOUSAND RAND) minimum charges R200,00 (TWO HUNDRED RAND).

DATED at JOHANNESBURG this 21st day of December, 1995.

RAMSAY, WEBBER AND COMPANY, PLAINTIFF'S ATTORNEYS, 5th Floor, Glazco Centre, c/r Harrison and Anderson Streets, JOHANNESBURG, Ref. Foreclosures/avb/M513, P.O. Box 61677, MARSHALLTOWN. Tel. 838-5451.

CASE NO: 25335/95
P.H. 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
MAKHETHA, MPHO EZEKIEL, Execution Debtor

IN EXECUTION OF A JUDGMENT of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Sheriff's office, ALBERTON on the 30 JANUARY, 1996 at 10h00 of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff, ALBERTON, 1st Floor, Terrace Building, Terrace Street, New Redruth, Alberton, and at the Magistrate's Court, prior to the sale.

CERTAIN: ERF 812 situate in the Township of ROODEKOP, Registration Division I.R. Transvaal; Being 70 Heather Road, Roodekop, Germiston.

MEASURING: 858 (EIGHT HUNDRED AND FIFTY EIGHT) square metres.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: A detached single storey brick built residence with tiled roof, comprising kitchen, lounge/dining-room, family room, 3 bedrooms, 2 bathrooms with outbuildings with similar construction comprising of 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 000,00 (TWENTY THOUSAND RAND) and thereafter 3% (THREE PER CENTUM) up to a maximum fee of R6 000,00 (SIX THOUSAND RAND) minimum charges R200,00 (TWO HUNDRED RAND).

DATED at JOHANNESBURG this 21st day of December, 1995.

RAMSAY, WEBBER AND COMPANY, PLAINTIFF'S ATTORNEYS, 5th Floor, Glazco Centre, c/r Harrison and Anderson Streets, JOHANNESBURG, Ref. Foreclosures/avb/M1292, P.O. Box 61677, MARSHALLTOWN. Tel. 838-5451.

CASE NO: 15633/95
P.H. 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
MOKHELE, THABO JOSEPH, 1st Execution Debtor and **MOKHELE, TALITHA MAIPHEPI,** 2nd 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 the 2 FEBRUARY, 1996 at 10h00 of the undermentioned property of the Defendant on the conditions which will lie for inspection at the Magistrate's Court, General Hertzog Street, Vanderbijlpark, prior to the sale.

CERTAIN: All right title and interest in the Leasehold in respect of Erf 1572 situate in the Township of SEBOKENG UNIT 10, Registration Division I.Q. Transvaal; Being 1572 Sebokeng Unit 10, Vanderbijlpark.

MEASURING: 293 (TWO HUNDRED AND NINETY THREE) square metres.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: A detached single storey brick built residence with tiled roof, comprising kitchen, lounge/dining-room, 2 bedrooms, 1 bathroom with outbuildings with similar construction comprising of garage.

TERMS: 10% (TEN PER CENTUM) of the purchase price in cash on the day of sale, the balance payable against registration of transfer, to be secured by a Bank of 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 000,00 (TWENTY THOUSAND RAND) and thereafter 3% (THREE PER CENTUM) up to a maximum fee of R6 000,00 (SIX THOUSAND RAND) minimum charges R200,00 (TWO HUNDRED RAND).

DATED at JOHANNESBURG this 21st day of December, 1995.

RAMSAY, WEBBER AND COMPANY, PLAINTIFF'S ATTORNEYS, 5th Floor, Glazco Centre, c/r Harrison and Anderson Streets, JOHANNESBURG, Ref. Foreclosures/avb/M1163, P.O. Box 61677, MARSHALLTOWN. Tel. 838-5451.

CASE NO: 23172/95
P.H. 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 **FICK, AUGUSTINE MARTIN,** 1st Execution Debtor, and **FICK, DELORES DELENE,** 2nd 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 the 8 FEBRUARY, 1996 at 10h00 of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff, Johanneburg East, 131 Marshall Street, Johannesburg, prior to the sale.

CERTAIN: ERF 964 situate in the Township of BEZUIDENHOUT VALLEY, Registration Division I.R. Transvaal; Being 40, Broadway Avenue, Bezuidenhout Valley, Johannesburg.

MEASURING: 495 (FOUR HUNDRED AND NINETY FIVE) square metres.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: A detached single storey brick built residence with iron roof, comprising kitchen, lounge/dining-room, entrance hall, pantry, 3 bedrooms, 1 bathroom with outbuildings with similar construction comprising of 2 garages, 2 servant's rooms, 1 toilet, laundry, store room, study.

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 of 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 000,00 (TWENTY THOUSAND RAND) and thereafter 3% (THREE PER CENTUM) up to a maximum fee of R6 000,00 (SIX THOUSAND RAND) minimum charges R200,00 (TWO HUNDRED RAND).

DATED at JOHANNESBURG this 20st day of December, 1995.

(SIGNED) S. A. SIMPSON, RAMSAY, WEBBER AND COMPANY, PLAINTIFF'S ATTORNEYS, 5th Floor, Glazco Centre, c/r Harrison and Anderson Streets, JOHANNESBURG, Ref. Foreclosures/bt/F.149, P.O. Box 61677, MARSHALLTOWN. Tel. 838-5451.

CASE NO: 11602/95
P.H. 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 **BROWN, RICHARD CHRISTO,** 1st Execution Debtor, and **BROWN, JACOBA MARTINA,** 2nd 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 the 8 FEBRUARY, 1996 at 10h00 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 651 situate in the Township of MEYERTON EXTENSION 3, Registration Division I.R. Transvaal; Being 55, Carvalho Street, Meyerton Extension 3.

MEASURING: 2 552 (TWO THOUSAND FIVE HUNDRED AND FIFTY TWO) square metres.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: A detached single storey brick built residence with tiled roof, comprising kitchen, lounge/dining-room, 2 entrance halls, 1 family room, study, bar, laundry, 3 bedrooms, 2 bathrooms with outbuildings with similar construction comprising of 2 garages, 1 toilet, store room, 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 of 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 000,00 (TWENTY THOUSAND RAND) and thereafter 3% (THREE PER CENTUM) up to a maximum fee of R6 000,00 (SIX THOUSAND RAND) minimum charges R200,00 (TWO HUNDRED RAND).

DATED at JOHANNESBURG this 20th day of December, 1995.

(SIGNED) S. A. SIMPSON, RAMSAY, WEBBER AND COMPANY, PLAINTIFF'S ATTORNEYS, 5th Floor, Glazco Centre, c/r Harrison and Anderson Streets, JOHANNESBURG, Ref. Foreclosures/bt/B.382, P.O. Box 61677, MARSHALLTOWN. Tel. 838-5451.

CASE NO: 93/23727
P.H. 104

IN THE SUPREME COURT OF SOUTH AFRICA
(WITWATERSRAND LOCAL DIVISION)

In the matter between: **THE STANDARD BANK OF S.A. LTD,** Execution Creditor, and **RADEBE, LINDA SAMSON,** 1st Execution Debtor, **RADEBE, THABO ELIZABETH,** 2nd Execution Debtor

IN EXECUTION OF A JUDGEMENT of the Supreme Court of South Africa (Witwatersrand Local Division) in the abovementioned suit, a sale without reserve will be held at 131 Marshall Street, Johannesburg on the 8 FEBRUARY, 1996 at 10h00 of the undermentioned leasehold of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff, Soweto East, 32 Von Brandis Street, Johannesburg prior to the sale.

CERTAIN: all right, title and interest in and to the Leasehold in respect of ERF 8179 situate in the Township of *PIMVILLE ZONE 6,* Registration Division I.Q. Transvaal; Being 8179 Pimville Zone 6, Johannesburg.

MEASURING: 462 (FOUR HUNDRED AND SIXTY TWO) square metres.

The following information is furnished re the improvements though in this respect nothing is guaranteed: A detached single storey brick built residence with metal roof, comprising kitchen, lounge/dining room, entrance hall, 3 bedrooms, 2 bathrooms with outbuildings with similar construction comprising of 2 garages.

TERMS: 10% (TEN PER CENTUM) of the purchase price in cash on the day of sale, the balance payable against registration of transfer, to be secured by a Bank 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 000,00 (TWENTY THOUSAND RAND) and thereafter 3% (THREE PER CENTUM) up to a maximum fee of R6 000 (SIX THOUSAND RAND) minimum charges R200,00 (TWO HUNDRED RAND).

DATED at JOHANNESBURG this 20th day of DECEMBER, 1995.

(SIGNED) S.A. SIMPSON, PLAINTIFF'S ATTORNEYS, RAMSAY, WEBBER AND COMPANY, 5th Floor, Glazco Centre, c/r Harrison and Anderson Streets, JOHANNESBURG. Ref. Foreclosures/bt/R.133. P.O. Box 61677, MARSHALLTOWN. Tel. 838-5451.

CASE NO: 95/26580
P.H. 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 **CHESLER, JACQUELINE MARY,** Execution Debtor

IN EXECUTION OF A JUDGEMENT of the Supreme Court of South Africa (Witwatersrand Local Division) in the abovementioned suit, a sale without reserve will be held at the Sheriff's office, Johannesburg East on the 8 FEBRUARY, 1996 at 10h00 of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff, Johannesburg East, 131 Marshall Street, Johannesburg prior to the sale.

CERTAIN: PORTION 14 OF ERF 70 situate in the Township of *CORLETT GARDENS EXTENSION 2,* Registration Division I.R. Transvaal; Being 14 Willowview, Pretoria Road, Corlett Gardens Extension 2, Johannesburg.

MEASURING: 430 (FOUR HUNDRED AND THIRTY) square metres.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: A detached single storey brick built residence with slate roof, comprising kitchen, lounge/dining room, 2 bedrooms, 1 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 of 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 000,00 (SIX THOUSAND RAND) minimum charges R200,00 (TWO HUNDRED RAND).

DATED at JOHANNESBURG this 20th day of DECEMBER, 1995.

PLAINTIFF'S ATTORNEYS, (SIGNED) S.A. SIMPSON, RAMSAY, WEBBER AND COMPANY, 5th Floor, Glazco Centre, c/r Harrison and Anderson Streets, JOHANNESBURG. Ref. Foreclosures/bt/C.398. P.O. Box 61677, MARSHALLTOWN. Tel. 838-5451.

SAAK NR: 10466/95

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

In die saak tussen: **ABSA BANK BEPERK** h/a UNITED BANK, EKSEKUSIESKULDEISER, en **JOSEPH J STRYDOM,** 1STE EKSEKUSIESKULDENAAR, en **BELINDA BOUGANIM,** 2DE EKSEKUSIESKULDENAAR

Ingevolge uitspraak in die Landdroshof van KEMPTON PARK en 'n Lasbrief vir Eksekusie gedateer die 11DE dag van OKTOBER 1995 die hiernagenoemde eiendom op DINSDAG die 30STE dag van JANUARIE 1996 om 15H00 by 5 ROOIHOUT STRAAT TERENURE UITBR 16 verkoop word per publieke veiling aan die hoogste bieder op die verkoopsvoorwaardes wat deur die Afslaer uitgelees sal word net voor die veiling en welke verkoopsvoorwaardes nagegaan kan word te die Balju Kantore, Parkstraat 8, Kempton Park.

ERF: ERF 867 TERENURE UITBR 16 DORPSGEBIED, REGISTRASIE AFDELING I R TRANSVAAL. GROOT: 1 000 VIERKANTE METER. *OOK BEKEND AS:* 5 ROOIHOUT STRAAT TERENURE UITBR 16 KEMPTON PARK *GEHOU ONDER AKTE VAN TRANSPORT* T 96255/93.

Eiser beskrywe die verbeteringe op die eiendom as volg, maar geen waarborge word gegee in hierdie verband nie.

VERBETERINGS: 1 SITKAMER; 2 BADKAMERS; 1 EETKAMER; 2 TOILETTE; 3 SLAAPKAMERS; 1 KOMBUIS, ALLES ONDER 'N TEËLDAK EN OMHEIN MET PRE-CAST MURE.

TERME: 10% van die koopsom is onmiddellik na die veiling in kontant betaalbaar aan die afslaer en die balans, plus rente teen 21% per jaar onderhewig aan verandering van rentekoers gehef deur Eksekusieskuldeiser van tyd tot tyd vanaf datum van ondertekening van Verkoopsvoorwaardes, welke balans betaalbaar sal wees op registrasie van transport en die uitstaande balans moet gewaarborg word deur 'n Bank of Bouvereniging aan die Balju binne 14 (veertien) dae na afloop van die veiling.

GEDATEER te KEMPTON PARK hierdie 15 dag van DESEMBER 1995.

(GET.) M. M. COWLEY, JACOBS & MOODIE, MYRTLE GEBOU, 2DE VLOER, WESSTRAAT 23, POSBUS 75, KEMPTON PARK, 1620. TEL: 970-1216 (VERW: MEV COWLEY/DE/LU2020.)

SAAK NR: 247/95

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

In die saak tussen **ABSA BANK BEPERK h/a UNITED BANK,** EKSEKUSIESKULDEISER, en **MARIUS JACOBUS DE SWARDT,** 1STE EKSEKUSIESKULDENAAR, **EMMERENTIA MAGDELENA DE SWARDT,** 2DE EKSEKUSIESKULDENAAR

Ingevolge uitspraak in die Landdroshof van KEMPTON PARK en 'n Lasbrief vir Eksekusie gedateer die 14DE dag van AUGUSTUS 1995 die hiernagenoemde eiendom op DINSDAG die 6DE dag van FEBRUARIE 1996 om 15H00 by die eiendom self bekend as: 16 MYNHARDSTRAAT, BIRCHLEIGH NOORD UITB 3, KEMPTON PARK verkoop word per publieke veiling aan die hoogste bieder op die verkoopswaardes wat deur die Afslaer uitgelees sal word net voor die veiling en welke verkoopswaardes nagegaan kan word te die Balju Kantore, Parkstraat 8, Kempton Park.

ERF: ERF 139 BIRCHLEIGH NOORD UITB 3 DORPSGEBIED, REGISTRASIE AFDELING I R TRANSVAAL. GROOT: 1010 VIERKANTE METER. OOK BEKEND AS: 16 MYNHARDSTRAAT, BIRCHLEIGH NOORD UITB 3, KEMPTON PARK GEHOU ONDER AKTE VAN TRANSPORT T 85686/91.

Eiser beskrywe die verbeteringe op die eiendom as volg, maar geen waarborge word gegee in hierdie verband nie.

VERBETERINGS: 1 SITKAMER, 2 BADKAMERS, 1 EETKAMER, 2 TOILETTE, 3 SLAAPKAMERS, 2 MOTORHUISE, 1 FAMILIE/TV KAMER, 1 KOMBUIS, SWEMBAD EN OPRIT, ALLES ONDER 'N TEËLDAK EN OMHEIN MET "PRE-CAST" MURE.

TERME: 10% van die koopsom is onmiddellik na die veiling in kontant betaalbaar aan die afslaer en die balans, plus rente teen 21% per jaar onderhewig aan verandering van rentekoers gehef deur Eksekusieskuldeiser van tyd tot tyd vanaf datum van ondertekening van Verkoopsvoorwaardes, welke balans betaalbaar sal wees op registrasie van transport en die uitstaande balans moet gewaarborg word deur 'n Bank of Bouvereniging aan die Balju binne 14 (VEERTIEN) dae na afloop van die veiling.

GEDATEER te KEMPTON PARK hierdie 14 dag van DESEMBER 1995.

(GET.) M M COWLEY, JOHAN JACOBS & MALCOLM MOODIE, MYRTLE GEBOU, 2DE VLOER, WESSTRAAT 23, POSBUS 75, KEMPTON PARK 1620. TEL: 970-1216. (VERW: MEV COWLEY/DE/LU1744)

SAAK NR: 6990/95

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

In die saak tussen: **ABSA BANK BEPERK** h/a UNITED BANK, EKSEKUSIESKULDEISER, en **JAN ABRAHAM SWANEPOEL,** 1STE EKSEKUSIESKULDENAAR

Ingevolge uitspraak in die Landdroshof van KEMPTON PARK en 'n Lasbrief vir Eksekusie gedateer die 23STE dag van JUNIE 1995 die hiernagenoemde eiendom op DINSDAG die 6DE dag van FEBRUARIE 1996 om 10H00 by die eiendom self bekend as: ELANDSTRAAT 8, CLAYVILLE UITB 7, KEMPTON PARK verkoop word per publieke veiling aan die hoogste bieder op die verkoopswaardes wat deur die Afslaer uitgelees sal word net voor die veiling en welke verkoopswaardes nagegaan kan word te die Balju Kantore, Parkstraat 8, Kempton Park.

ERF: ERF 688 CLAYVILLE UITB 7 DORPSGEBIED, REGISTRASIE AFDELING I R TRANSVAAL. GROOT: 1 816 VIERKANTE METER. OOK BEKEND AS: ELANDSTRAAT 8, CLAYVILLE UITB 7, KEMPTON PARK GEHOU ONDER AKTE VAN TRANSPORT T 42058/93.

Eiser beskrywe die verbeteringe op die eiendom as volg, maar geen waarborge word gegee in hierdie verband nie.

VERBETERINGS: 1 SITKAMER, 2 TOILETTE, 1 FAMILIE/TV KAMER, OPRIT, 2 BADKAMERS, 5 SLAAPKAMERS, 1 KOMBUIS, 1 EETKAMER, AFDAK, 1 STUDEER KAMER ALLES ONDER 'N TEËLDAK EN OMHEIN MET MURE.

TERME: 10% van die koopsom is onmiddellik na die veiling in kontant betaalbaar aan die afslaer en die balans, plus rente teen 21% per jaar onderhewig aan verandering van rentekoers gehef deur Eksekusieskuldeiser van tyd tot tyd vanaf datum van ondertekening van Verkoopsvoorwaardes, welke balans betaalbaar sal wees op registrasie van transport en die uitstaande balans moet gewaarborg word deur 'n Bank of Bouvereniging aan die Balju binne 14 (VEERTIEN) dae na afloop van die veiling.

GEDATEER te KEMPTON PARK hierdie 14 dag van DESEMBER 1995.

(GET.) M M COWLEY, JOHAN JACOBS & MALCOLM MOODIE, MYRTLE GEBOU, 2DE VLOER, WESSTRAAT 23, POSBUS 75, KEMPTON PARK 1620. TEL: 970-1216. (VERW: MEV COWLEY/DE/LU1907)

SAAK NR: 2233/95

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

In die saak tussen **ABSA BANK BEPERK** h/a UNITED BANK, EKSEKUSIESKULDEISER, en **MARIA ELIZABETH BEUKES,** 1STE EKSEKUSIESKULDENAAR

Ingevolge uitspraak in die Landdroshof van KEMPTON PARK en 'n Lasbrief vir Eksekusie gedateer die 30STE dag van JUNIE 1995 die hiernagenoemde eiendom op WOENSDAG die 7DE dag van FEBRUARIE 1996 om 10H00 by die eiendom self bekend as: 389 PONGOLARIVIER RYLAAN, BIRCHLEIGH NOORD, KEMPTON PARK verkoop word per publieke veiling aan die hoogste bieder op die verkoopswaardes wat deur die Afslaer uitgelees sal word net voor die veiling en welke verkoopswaardes nagegaan kan word te die Balju Kantore, Parkstraat 8, Kempton Park.

ERF: ERF 494 BIRCHLEIGH NOORD UITBR 3 DORPSGEBIED, REGISTRASIE AFDELING I R TRANSVAAL. GROOT: 1 000 VIERKANTE METER. OOK BEKEND AS: 389 PONGOLARIVIER RYLAAN, BIRCHLEIGH NOORD, KEMPTON PARK GEHOU ONDER AKTE VAN TRANSPORT T 105485/92.

Eiser beskrywe die verbeteringe op die eiendom as volg, maar geen waarborge word gegee in hierdie verband nie.

VERBETERINGS: 1 SITKAMER, 1 BADKAMER, 1 EETKAMER, 2 TOILETTE, 3 SLAAPKAMERS, 1 KOMBUIS, OPRIT, ALLES ONDER 'N TEËLDAK EN OMHEIN MET "PRE-CAST" MURE.

TERME: 10% van die koopsom is onmiddellik na die veiling in kontant betaalbaar aan die afslaer en die balans, plus rente teen 21% per jaar onderhewig aan verandering van rentekoers gehef deur Eksekusieskuldeiser van tyd tot tyd vanaf datum van ondertekening van Verkoopsvoorwaardes, welke balans betaalbaar sal wees op registrasie van transport en die uitstaande balans moet gewaarborg word deur 'n Bank of Bouvereniging aan die Balju binne 14 (veertien) dae na afloop van die veiling.

GEDATEER te KEMPTON PARK hierdie 14 dag van DESEMBER 1995.

(GET.) M M COWLEY, JOHAN JACOBS & MALCOLM MOODIE, MYRTLE GEBOU, 2DE VLOER, WESSTRAAT 23, POSBUS 75, KEMPTON PARK 1620. TEL: 970-1216. (VERW: MEV COWLEY/DE/LU1801)

SAAK NR: 10464/95

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

In die saak tussen **ABSA BANK BEPERK h/a UNITED BANK,** EKSEKUSIESKULDEISER, en **ADRIAAN E. VAN NIEKERK,** 1STE EKSEKUSIESKULDENAAR, en **GERTRUIDA P. E. VAN NIEKERK,** 2DE EKSEKUSIESKULDENAAR

Ingevolge uitspraak in die Landdroshof van KEMPTON PARK en 'n Lasbrief vir Eksekusie gedateer die 11 dag van OKTOBER 1995 die hiernagenoemde eiendom op WOENSDAG die 31 dag van JANUARIE 1996 om 10H00 by 7 HORNBILL WEG, BIRCH ACRES UITBR 12 KEMPTON PARK verkoop word per publieke veiling aan die hoogste bieder op die verkoopsvoorwaardes wat deur die Afslaer uitgelees sal word net voor die veiling en welke verkoopsvoorwaardes nagegaan kan word te die Balju Kantore, Parkstraat 8, Kempton Park.

ERF: ERF 2474 BIRCH ACRES UITBR 12 DORPSGEBIED, REGISTRASIE AFDELING I R TRANSVAAL. GROOT 1048 VIERKANTE METER. *OOK BEKEND AS:* 7 HORNBILLWEG BIRCH ACRES UITBR 12 KEMPTON PARK *GEHOU ONDER AKTE VAN TRANSPORT* T 2555/91.

Eiser beskrywe die verbeteringe op die eiendom as volg, maar geen waarborge word gegee in hierdie verband nie.

VERBETERINGS: 1 SITKAMER, 1 BADKAMER, 1 EETKAMER, 1 TOILET, 3 SLAAPKAMERS, 1 MOTORHUIS, SWEMBAD ALLES ONDER TEËLDAK EN OMHEIN MET "PRE-CAST" MURE.

TERME: 10% van die koopsom is onmiddellik na die veiling in kontant betaalbaar aan die afslaer en die balans, plus rente teen 21% per jaar onderhewig aan verandering van rentekoers gehef deur Eksekusieskuldeiser van tyd tot tyd vanaf datum van ondertekening van Verkoopsvoorwaardes, welke balans betaalbaar sal wees op registrasie van transport en die uitstaande balans moet gewaarborg word deur 'n Bank of Bouvereniging aan die Balju binne 14 (VEERTIEN) dae na afloop van die veiling.

GEDATEER te KEMPTON PARK hierdie 11 dag van DESEMBER 1995.

(GET.) M M COWLEY, JACOBS & MOODIE, MYRTLE GEBOU, 2DE VLOER, WESSTRAAT 23, POSBUS 75, KEMPTON PARK, 1620. TEL: 970-1216. (VERW: MEV COWLEY/DE/LU2022.)

SAAK NR: 9907/95

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

In die saak tussen **ABSA BANK BEPERK h/a UNITED BANK,** EKSEKUSIESKULDEISER, en **ANTONIO DE OLIM JARDIM,** 1STE EKSEKUSIESKULDENAAR, en **MARTA RODREQUES JARDIM,** 2DE EKSEKUSIESKULDENAAR

Ingevolge uitspraak in die Landdroshof van KEMPTON PARK en 'n Lasbrief vir Eksekusie gedateer die 21STE dag van SEPTEMBER 1995 die hiernagenoemde eiendom op WOENSDAG die 31STE dag van JANUARIE 1996 om 12H00 by LINDASTRAAT 12 VAN RIEBEECK PARK KEMPTON PARK verkoop word per publieke veiling aan die hoogste bieder op die verkoopsvoorwaardes wat deur die Afslaer uitgelees sal word net voor die veiling en welke verkoopsvoorwaardes nagegaan kan word te die Balju Kantore, Parkstraat 8, Kempton Park.

ERF: ERF 1774 VAN RIEBEECK PARK EXT 16 DORPSGEBIED, REGISTRASIE AFDELING I R TRANSVAAL. GROOT 1183 VIERKANTE METER. *OOK BEKEND AS:* LINDASTRAAT 12 VAN RIEBEECK PARK KEMPTON PARK *GEHOU ONDER AKTE VAN TRANSPORT* T 41159/89.

Eiser beskrywe die verbeteringe op die eiendom as volg, maar geen waarborge word gegee in hierdie verband nie.

VERBETERINGS: 1 SITKAMER; 2 BADKAMERS; 1 EETKAMER; 2 TOILETTE; 3 SLAAPKAMERS; 1 MOTORHUIS; 1 KOMBUIS; OPRIT; ALLES ONDER 'N TEËLDAK EN OMHEIN MET "PRE-CAST" MURE.

TERME: 10% van die koopsom is onmiddellik na die veiling in kontant betaalbaar aan die afslaer en die balans, plus rente teen 21% per jaar onderhewig aan verandering van rentekoers gehef deur Eksekusieskuldeiser van tyd tot tyd vanaf datum van ondertekening van Verkoopsvoorwaardes, welke balans betaalbaar sal wees op registrasie van transport en die uitstaande balans moet gewaarborg word deur 'n Bank of Bouvereniging aan die Balju binne 14 (VEERTIEN) dae na afloop van die veiling.

GEDATEER te KEMPTON PARK hierdie 12 dag van DESEMBER 1995.

(GET.) M M COWLEY, JACOBS & MOODIE, MYRTLE GEBOU, 2DE VLOER, WESSTRAAT 23, POSBUS 75, KEMPTON PARK, 1620. TEL: 970-1216. (VERW: MEV COWLEY/DE/LU2003.)

SAAK NR: 7626/95

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

In die saak tussen **ABSA BANK BEPERK h/a UNITED BANK,** EKSEKUSIESKULDEISER, en **TREVOR HAYLOTT,** 1STE EKSEKUSIESKULDENAAR, en **NYNKE HAYLOTT,** 2DE EKSEKUSIESKULDENAAR

Ingevolge uitspraak in die Landdroshof van KEMPTON PARK en 'n Lasbrief vir Eksekusie gedateer die 7 dag van JULIE 1995 die hiernagenoemde eiendom op DINSDAG die 6DE dag van FEBRUARIE 1996 om 12H00 by 88 HANDELSTRAAT, KEMPTON PARK WES verkoop word per publieke veiling aan die hoogste bieder op die verkoopsvoorwaardes wat deur die Afslaer uitgelees sal word net voor die veiling en welke verkoopsvoorwaardes nagegaan kan word te die Balju Kantore, Parkstraat 8, Kempton Park.

ERF: ERF 603 KEMPTON PARK WES DORPSGEBIED, REGISTRASIE AFDELING I R TRANSVAAL. GROOT 603 VIERKANTE METER. *OOK BEKEND AS:* 88 HANDELSTRAAT KEMPTON PARK WES *GEHOU ONDER AKTE VAN TRANSPORT* T 23796/94.

Eiser beskrywe die verbeteringe op die eiendom as volg, maar geen waarborge word gegee in hierdie verband nie.

VERBETERINGS: 1 SITKAMER; 1 BADKAMER; 1 TOILET; 3 SLAAPKAMERS; 1 MOTORHUIS; 1 KOMBUIS; SWEMBAD EN OPRIT, ALLES ONDER 'N SINK DAK EN OMHEIN MET "PRE-CAST" MURE.

TERME: 10% van die koopsom is onmiddellik na die veiling in kontant betaalbaar aan die afslaer en die balans, plus rente teen 21% per jaar onderhewig aan verandering van rentekoers gehef deur Eksekusieskuldeiser van tyd tot tyd vanaf datum van ondertekening van Verkoopsvoorwaardes, welke balans betaalbaar sal wees op registrasie van transport en die uitstaande balans moet gewaarborg word deur 'n Bank of Bouvereniging aan die Balju binne 14 (VEERTIEN) dae na afloop van die veiling.

GEDATEER te KEMPTON PARK hierdie 14 dag van DESEMBER 1995.

(GET.) M M COWLEY, JACOBS & MOODIE, MYRTLE GEBOU, 2DE VLOER, WESSTRAAT 23, POSBUS 75, KEMPTON PARK, 1620. TEL: 970-1216. (VERW: MEV COWLEY/DE/LU1945.)

SAAK 9906/95

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

In die saak tussen **ABSA BANK BEPERK,** h/a UNITED BANK, EKSEKUSIESKULDEISER, en **CORNELIUS JACOBUS BLIGNAUT,** 1STE EKSEKUSIESKULDENAAR, en **KAREN THERESA BLIGNAUT,** 2DE EKSEKUSIESKULDENAAR

Ingevolge uitspraak in die Landdroshof van KEMPTON PARK en 'n Lasbrief vir Eksekusie gedateer die 21STE SEPTEMBER 1995 die hiernagenoemde eiendom op DINSDAG die 13DE dag van FEBRUARIE 1996 om 12 by FARRADAYSTRAAT 11, CHLOORKOP verkoop word per publieke veiling aan die hoogste bieder op die verkoopswaardes wat deur die Afslaer uitgelees sal word net voor die veiling en welke verkoopswaardes nagegaan kan word te die Balju Kantore, Parkstraat 8, Kempton Park.

ERF 73 CHLOORKOP DORPSGEBIED, REGISTRASIE AFDELING I R TRANSVAAL. *GROOT:* 743 VIERKANTE METER. *OOK BEKEND AS:* FARRADAYSTRAAT 11 CHLOORKOP. GEHOU ONDER AKTE VAN TRANSPORT T59395/92.

Eiser beskrywe die verbeteringe op die eiendom as volg, maar geen waarborge word gegee in hierdie verband nie.

VERBETERINGS: 1 SITKAMER; 1 BADKAMER; 1 EETKAMER; 1 TOILET; 3 SLAAPKAMERS; 1 KOMBUIS; OPRIT; ALLES ONDER 'N SINKDAK, EN "PRE-CAST" MURE.

TERME: 10% van die koopsom is onmiddellik na die veiling in kontant betaalbaar aan die afslaer en die balans, plus rente teen 21% per jaar onderhewig aan verandering van rentekoers gehef deur Eksekusieskuldeiser van tyd tot tyd vanaf datum van ondertekening van Verkoopvoorwaardes, welke balans betaalbaar sal wees op registrasie van transport en die uitstaande balans moet gewaarborg word deur 'n Bank of Bouvereniging aan die Balju binne 14 (VEERTIEN) dae na afloop van die veiling.

GEDATEER te KEMPTON PARK hierdie 11DE dag van DESEMBER 1995.

M M COWLEY, JACOBS & MOODIE, MYRTLE GEBOU, 2DE VLOER, WESSTRAAT 23, POSBUS 75, KEMPTON PARK 1620. TEL: 970-1216. (VERW: MEV COWLEY/DE/LU2006.)

SAAK 10471/95

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

In die saak tussen **ABSA BANK BEPERK,** h/a UNITED BANK, EKSEKUSIESKULDEISER, en **JACOBUS PETRUS JOHANNES PALM,** 1STE EKSEKUSIESKULDENAAR, **CHARMAINE PALM,** 2DE EKSEKUSIESKULDENAAR

Ingevolge uitspraak in die Landdroshof van KEMPTON PARK en 'n Lasbrief vir Eksekusie gedateer die 21STE dag van SEPTEMBER 1995 die hiernagenoemde eiendom op DINSDAG die 30 JANUARIE 1996 om 12:00 by 5 COINTRINSTRAAT BONAERO PARK KEMPTON PARK verkoop word per publieke veiling aan die hoogste bieder op die verkoopswaardes wat deur die Afslaer uitgelees sal word net voor die veiling en welke verkoopsvoorwaardes nagegaan kan word te die Balju Kantore, Parkstraat 8, Kempton Park.

ERF 111 BONEARO PARK DORPSGEBIED, REGISTRASIE AFDELING I R TRANSVAAL. *GROOT:* 1 040 VIERKANTE METER. *OOK BEKEND AS:* 5 COINTRINSTRAAT BONAERO PARK KEMPTON PARK. *GEHOU ONDER AKTE VAN TRANSPORT* T24941/93.

Eiser beskrywe die verbeteringe op die eiendom as volg, maar geen waarborge word gegee in hierdie verband nie.

VERBETERINGS: 1 SITKAMER, 1 TOILET, OPRIT, 1 BADKAMER, 3 SLAAPKAMERS, AFDAK, 1 EETKAMER, 1 TOILET. ALLES ONDER 'N SINK DAK EN OMHEIN MET DRAADOMHEINING.

TERME: 10% van die koopsom is onmiddellik na die veiling in kontant betaalbaar aan die afslaer en die balans, plus rente teen 21% per jaar onderhewig aan verandering van rentekoers gehef deur Eksekusieskuldeiser van tyd tot tyd vanaf datum van ondertekening van Verkoopsvoorwaardes, welke balans betaalbaar sal wees op registrasie van transport en die uitstaande balans moet gewaarborg word deur 'n Bank of Bouvereniging aan die Balju binne 14 (VEERTIEN) dae na afloop van die veiling.

GEDATEER te KEMPTON PARK hierdie 11 dag van DESEMBER 1995.

M M COWLEY, JACOBS & MOODIE, MYRTLE GEBOU, 2DE VLOER, WESSTRAAT 23, POSBUS 75, KEMPTON PARK 1620. TEL: 970-1216. (VERW: MEV COWLEY/DE/LU2016.)

SAAK 9144/91

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN VEREENIGING GEHOU TE VEREENIGING

In die saak tussen **PROASH CREDIT CORPORATION,** Eiser, en **D E ALLISON,** Verweerder

Ooreenkomstig 'n vonnis van die Landdros in die bogemelde Agbare Hof en 'n Lasbrief tot uitwinning, sal die ondergenoemde eiendom as 'n eenheid om 10:00 vm. op 31 JANUARIE 1996, te BALJUKANTOOR, 41A BEACONSFIELDLAAN, VEREENIGING per publieke veiling deur die Balju, VEREENIGING verkoop word:

ERF 5024, ENNERDALE DORPSGEBIED, UITBREIDING 14, Registrasie Afdeling I.Q. Provinsie Gauteng; tesame met die verbeteringe of geboue daarop geleë in die Dorpsgebied van ENNERDALE gehou kragtens Grondbrief T39069/1989; GROOTTE: 531 vierkante meter.

Verbeterings (ten opsigte waarvan egter geen waarborg gegee word nie): 3 × SLAAPKAMERS, 1 × KOMBUIS, 1 × TOILET/BADKAMER, TEËLDAK.

Die wesenlike voorwaardes van verkoop is:

1. Voetstoots en sonder reserwe.

2. Deposito: 10% kontant by toeslaan van bod. Waarborg vir balans binne 30 dae na veiling.

3. Besit en okkupasie teen betaling van deposito en kostes.

4. Verdere voorwaardes by Balju ter insae.

GETEKEN te VEREENIGING hierdie 21STE dag van DESEMBER 1995.

DU PLESSIS & McLOUGHLIN ING., SENATOR MARKSLAAN 47A, POSBUS 4400, VEREENIGING, 1939. VERW: MA0009.

CASE 95/16879
P.H. 104

IN THE SUPREME COURT OF SOUTH AFRICA
(WITWATERSRAND LOCAL DIVISION)

In the matter between **THE STANDARD BANK OF S.A. LTD,** Execution Creditor, and
NO 1 PANORAMA GARDENS (PROPRIETARY) LIMITED (No. 84/03206/07), Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the abovementioned suit, a sale without reserve will be held at 131 Marshall Street, Johannesburg on the 8 FEBRUARY, 1996 at 10:00 of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff, Johannesburg South, 100 Sheffield Street, Turffontein, Johannesburg prior to the sale.

CERTAIN: SECTION NUMBER 1 as shown and more fully described on sectional plan no. SS. 77/1991 in the building or buildings known as PANORAMA GARDENS situate at the Township of BASSONIA EXTENSION 1 Local Authority of Johannesburg of which the floor area, according to the said sectional plan, is 179 (one hundred and seventy nine) square metres in extent; and

an undivided share in the common property in the land and building or buildings as shown and more fully described on the said sectional plan, apportioned to the said section in accordance with the participation quota of the said section, held under Certificate of Registered Sectional Title number ST.34442/1991 (1) (unit).

The right to the undermentioned exclusive use areas forming part of the common property and deliniated as such on Section Plan No. SS. 77/1991 in the building or buildings known as PANORAMA GARDENS, situate at Township of BASSONIA EXTENSION 1 Local Authority Johannesburg.

Yard marked Y1 measuring 21 (twenty one) square metres being part of the common property, comprising the land and building known as PANORAMA GARDENS, situate at the Township of BASSONIA EXTENSION 1, Local Authority Johannesburg as shown and more fully described on Sectional Plan No. SS. 77/1991; held under Notarial Deed of Cession No. SK. 1042/1991 S.

Yard marked Y2 measuring 23 (twenty three) square metres being part of the common property, comprising the land and building known as PANORAMA GARDENS, situate at the Township of BASSONIA EXTENSION 1, Local Authority Johannesburg as shown and more fully described on Sectional Plan No. SS. 77/1991; held under Notarial Deed of Cession No. SK. 1042/1991 S.

Being Flat No. 1, Panorama Gardens, 575 Soetdoring Avenue, Bassonia Extension 1, Johannesburg.

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

A duplex flat with tiled roof, comprising kitchen, lounge/dining-room, entrance hall, separate toilet, three bedrooms, two bathrooms with outbuildings with similar construction comprising of 2 garages, 1 servant's room, toilet, shower, laundry. The common property comprising of swimming pool.

TERMS: 10% (TEN PER CENTUM) of the purchase price in cash on the day of sale, the balance payable against registration of transfer, to be secured by a Bank or Building Society or other acceptable guarantee to be furnished within fourteen (14) days from the date of sale.

Auctioneer's charges, payable on the day of sale to be calculated as follows: 5% (five per centum) on the proceeds of the sale up to a price of R20 000 (TWENTY THOUSAND RAND) and thereafter 3% (THREE PER CENTUM) up to a maximum fee of R6 000 (SIX THOUSAND RAND). Minimum charges R200 (TWO HUNDRED RAND).

DATED at JOHANNESBURG this 22nd day of DECEMBER, 1995.

(Signed) S. A. SIMPSON, RAMSAY, WEBBER AND COMPANY, PLAINTIFF'S ATTORNEYS, 5th Floor, Glazco Centre, c/r Harrison and Anderson Streets, JOHANNESBURG. Ref. Foreclosures/bt/P.216. P.O. Box 61677, MARSHALLSTOWN. Tel. 838-5451.

SAAK 11538/94

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

In die saak tussen **ABSA BANK BEPERK,** h/a UNITED BANK, EKSEKUSIESKULDEISER, en **JAN HENDRIK DE LANGE,** 1STE EKSEKUSIESKULDENAAR, en **ANTOINETTE LOUISE DE LANGE,** 2DE EKSEKUSIESKULDENAAR

Ingevolge uitspraak in die Landdroshof van KEMPTON PARK en 'n Lasbrief vir Eksekusie gedateer die 9DE dag van JUNIE 1995 die hiernagenoemde eiendom op DINSDAG die 6DE dag van FEBRUARIE 1996 om 11:00 by UITSIGHELLINGSTRAAT 56 KEMPTONPARK WES verkoop word per publieke veiling aan die hoogste bieder op die verkoopsvoorwaardes wat deur die Afslaer uitgelees sal word net voor die veiling en welke verkoopsvoorwaardes nagegaan kan word te die Balju Kantore, Parkstraat 8, Kempton Park:

ERF: ERF 154 KEMPTON PARK WES DORPSGEBIED, REGISTRASIE AFDELING I R TRANSVAAL. *GROOT:* 612 VIERKANTE METER. *OOK BEKEND AS:* UITSIGHELLINGSTRAAT 56 KEMPTON PARK WES, KEMPTON PARK. *GEHOU ONDER AKTE VAN TRANSPORT* T 15/93.

Eiser beskrywe die verbeteringe op die eiendom as volg, maar geen waarborge word gegee in hierdie verband nie.

VERBETERINGS: 1 SITKAMER; 3 SLAAPKAMERS; 1 BADKAMER; 1 TOILET; 1 KOMBUIS, ALLES ONDER 'N SINK DAK EN OMHEIN MET "PRE-CAST" MURE.

TERME: 10% van die koopsom is onmiddellik na die veiling in kontant betaalbaar aan die afslaer en die balans, plus rente teen 21% per jaar onderhewig aan verandering van rentekoers gehef deur Eksekusieskuldeiser van tyd tot tyd vanaf datum van ondertekening van Verkoopsvoorwaardes, welke balans betaalbaar sal wees op registrasie van transport en die uitstaande balans moet gewaarborg word deur 'n Bank of Bouvereniging aan die Balju binne 14 (VEERTIEN) dae na afloop van die veiling.

GEDATEER te KEMPTON PARK hierdie 14 dag van DESEMBER 1995.

(Get.) M M COWLEY, JACOBS & MOODIE, MYRTLE GEBOU, 2DE VLOER, WESSTRAAT 23, POSBUS 75, KEMPTON PARK, 1620 TEL: 970-1216 (VERW: MEV COWLEY/DE/LU1608.)

SAAK 10470/95

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

In die saak tussen **ABSA BANK BEPERK,** h/a UNITED BANK, EKSEKUSIESKULDEISER, en **KRISHNA SUBRAMONEY,** 1STE EKSEKUSIESKULDENAAR, en **JANE PILLAY,** 2DE EKSEKUSIESKULDENAAR

Ingevolge uitspraak in die Landdroshof van KEMPTON PARK en 'n Lasbrief vir Eksekusie gedateer die 21STE DAG VAN SEPTEMBER 1995 die hiernagenoemde eiendom op WOENSDAG die 31STE dag van JANUARIE 1996 om 14H00 by 45 LORRAINESTRAAT VAN RIEBEECK PARK UITBR 16 KEMPTON PARK verkoop word per publieke veiling aan die hoogste bieder op die verkoopsvoorwaardes wat deur die Afslaer uitgelees sal word net voor die veiling en welke verkoopsvoorwaardes nagegaan kan word te die Balju Kantore, Parkstraat 8, Kempton Park.

ERF: ERF 1730 VAN RIEBEECK PARK UITBR 16 DORPSGEBIED, REGISTRASIE AFDELING I R TRANSVAAL. *GROOT:* 1 264 VIERKANTE METER. *OOK BEKEND AS:* LORRAINESTRAAT 45 VAN RIEBEECK PARK KEMPTON PARK. *GEHOU ONDER AKTE VAN TRANSPORT* T 9683/94.

Eiser beskrywe die verbeteringe op die eiendom as volg, maar geen waarborge word gegee in hierdie verband nie.

VERBETERINGS: 1 SITKAMER; 2 BADKAMERS; 1 EETKAMER; 2 TOILETTE; 3 SLAAPKAMERS; 1 KOMBUIS; 1 FAMILIE/TV KAMER, ALLES ONDER 'N TEËLDAK EN OMHEIN MET "PRE-CAST" MURE.

TERME: 10% van die koopsom is onmiddellik na die veiling in kontant betaalbaar aan die afslaer en die balans, plus rente teen 21% per jaar onderhewig aan verandering van rentekoers gehef deur Eksekusieskuldeiser van tyd tot tyd vanaf datum van ondertekening van Verkoopsvoorwaardes, welke balans betaalbaar sal wees op registrasie van transport en die uitstaande balans moet gewaarborg word deur 'n Bank of Bouvereniging aan die Balju binne 14 (VEERTIEN) dae na afloop van die veiling.

GEDATEER te KEMPTON PARK hierdie 14DE dag van DESEMBER 1995.

(Get.) M M COWLEY, JACOBS & MOODIE, MYRTLE GEBOU, 2DE VLOER, WESSTRAAT 23, POSBUS 75, KEMPTON PARK, 1620. TEL: 970-1216 (VERW: MEV COWLEY/DE/LU2019.)

SAAKNR. 6677/95

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN KLERKSDORP GEHOU TE KLERKSDORP

In die saak tussen: **STADSRAAD VAN KLERKSDORP** EISER EN **K M SIBI** getroud binne gemeenskap van goed met J M Sibi VERWEERDER

Kragtens 'n vonnis in hierdie saak word die volgende eiendom by die Balju vir die Landdroshof se kantore te LEASK-STRAAT 23, KLERKSDORP in eksekusie verkoop om 10H00 op 2 FEBRUARIE 1996.

ERF: 528 geleë in die dorp RANDLESPARK Registrasie Afdeling I.P. TRANSVAAL (Noord-Wes) (bekend as Caledonstraat 14, Randlespark).

GROOT: 535 (VYFHONDERD VYF EN DERTIG) vierkante meter.

GEHOU: Kragtens Akte van Transportnr. T98503/93.

bestaande uit:

3 X SLAAPKAMERS, 1 X SITKAMER, 1 X KOMBUIS, 1 X BADKAMER MET TOILET, 1 X MOTORAFDAK.

Die volledige verkoopsvoorwaardes 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% van die koopprys onmiddellik in kontant betaalbaar is;

2. Die balans koopprys met rente daarop teen 15,50% 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 15DE dag van DESEMBER 1995.

(GET) D J LINDEMANN, ERASMUS JOOSTE, JOOSTEGEBOU, SIDDLESTRAAT 49, KLERKSDORP. VERW: MEV MULDER/ZS5366. TEL: (018) 464-1321 (EISER SE PROKUREURS).

SAAKNR. 6636/95

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN KLERKSDORP GEHOU TE KLERKSDORP

In die saak tussen: **STADSRAAD VAN KLERKSDORP** EISER EN **B A SHONGWANE** VERWEERDER

Kragtens 'n vonnis in hierdie saak word die volgende eiendom by die Balju vir die Landdroshof se kantore te LEASK-STRAAT 23, KLERKSDORP in eksekusie verkoop om 10H00 op 2 FEBRUARIE 1996.

ERF: 240 geleë in die dorp ELLATON Registrasie Afdeling I.P. TRANSVAAL (Noord-Wes) (bekend as Wakefieldlaan 7, Ellaton).

GROOT: 972 (NEGEHONDERD TWEE EN SEWENTIG) vierkante meter.

GEHOU: Kragtens Akte van Transportnr. T71337/93.

bestaande uit:

2 X SLAAPKAMERS, 1 X SITKAMER, 1 X EETKAMER, 1 X KOMBUIS MET SPENS, 1 X BADKAMER MET TOILET, 1 X MOTORAFDAK, 1 X BEDIENDEKAMER MET APARTE TOILET.

Die volledige verkoopsvoorwaardes 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% van die koopprys onmiddellik in kontant betaalbaar is;

2. Die balans koopprys met rente daarop teen 15,50% 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 15DE dag van DESEMBER 1995.

(GET) D J LINDEMANN, ERASMUS JOOSTE, JOOSTEGEBOU, SIDDLESTRAAT 49, KLERKSDORP. VERW: MEV MULDER/ZS5346. TEL: (018) 464-1321 (EISER SE PROKUREURS).

CASE NO: 5715/95

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

In the matter between: **ABSA BANK LIMITED** Execution Creditor, and **JOHAN GERHARD VAN NIEKERK** Execution Debtor

In pursuance of a Judgment in the Court of the Magistrate of POTCHEFSTROOM and Writ of Execution dated 13 November 1995 the following property will be sold in Execution on the 26th day of JANUARY 1996 at 09h00 at 153 KAMP STREET, POTCHEFSTROOM to the highest bidder, viz:

REMAINING portion of ERF 711, situate in the township Potchefstroom, Registration Division I Q Transvaal.

MEASURING 1294 Square Metre.

This property is improved with a dwelling which consists of entrance hall, lounge, dining room, 3 bedrooms, 3 bathrooms with separate shower and toilet, kitchen, scullery, double garage, 3 outside rooms.

MATERIAL CONDITIONS OF SALE:

(1) The property shall be sold without reserve to the highest bidder, and shall be subject to the terms and conditions of the Magistrate's Court Act and the Rules thereunder.

(2) The Purchaser shall pay a deposit of R500,00 of the purchase price in cash on the day of the sale to the Sheriff Magistrsate's Court, 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 Magistrates' Court, Potchefstroom within 21 (TWENTY ONE) days after the date of sale.

The Conditions of Sale may be inspected during office hours at the offices of the Sheriff of the Magistrates' Court, 86 Wolmarans Street, Potchefstroom.

WILLIAMS MULLER & MOSTERT, 3rd Floor, Die Meent, 123 Van Riebeeck Street, P O Box 208, POTCHEFSTROOM. Ref: APM/cv.

SAAKNR: 4654/94

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN NELSPRUIT GEHOU TE NELSPRUIT

In die saak tussen: **ABSA BANK BPK** H/A TRUSTBANK, EKSEKUSIESKULDEISER, EN **FRANCOIS MOOLMAN NAUDE,** EKSEKUSIESKULDENAAR

TEN UITVOERING van 'n Vonnis en 'n Lasbrief vir Eksekusie uitgereik in bogemelde Hof op 3 FEBRUARIE 1995 sal die onderstaande eiendom geregtelik verkoop word te BELMONT VILLAS, H/V PAUL KRUGER EN LOUIS TRICHARDTSTRATE, NELSPRUIT op 2 FEBRUARIE 1996, om 10H00 of so spoedig moontlik daarna, naamlik:

DEEL 20 SOOS GETOON EN VOLLEDIGER BESKRYF OP DIE DEELPLAN SS12/1981 IN DIE SKEMA BEKEND AS BELMONT VILLAS TEN OPSIGTE VAN DIE GROND EN GEBOU OF GEBOUE GELEË TE NELSPRUIT DORPSGEBIED, PLAASLIKE BESTUUR, STADSRAAD VAN NELSPRUIT — GROOT: 101 m^2 onderworpe aan die voorwaardes vermeld in die Titelakte van voormelde eiendom kragtens Akte van Transport Nr ST88713/1992.

Die eiendom sal sonder reserwe en onderworpe aan die terme en voorwaardes van die Landdroshowewet- en reëls aan die hoogste bieër verkoop word;

Die koopprys is as volg betaalbaar, synde:

1. 10 % van die koopsom in kontant op die dag van verkoping aan die Balju van die Landdroshof en/of die Afslaer;

2. Die balans plus rente by wyse van 'n bank- of bougenootskapwaarborg betaalbaar ten registrasie van die eiendom in die naam van die koper en waarvoor waarborge gelewer moet word binne VEERTIEN (14) dae vanaf datum van verkoping;

Die verkoping geskied "voetstoots" en die Voorwaardes van Verkoping sal gedurende kantoorure by die Afslaers en/of die Balju van die Landdroshof, NELSPRUIT ter insae lê.

GETEKEN te NELSPRUIT op hede hierdie 4de dag van DESEMBER 1995.

DU TOIT-SMUTS PROKUREURS, DU TOIT-SMUTSGEBOU, ANDERSONSTRAAT 21B, NELSPRUIT. (ZS/EK/QO428/T145/94).

SAAKNOMMER: 487/95

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN LETABA GEHOU TE TZANEEN

In die saak tussen: **ABSA BANK,** EISER, en **H P G WAGENAAR** VERWEERDER

GELIEWE KENNIS TE NEEM dat ingevolge 'n Vonnis en Lasbrief vir Eksekusie gedateer 13 JUNIE 1995 van die Landdroshof vir die distrik van LETABA, die hiernagemelde eiendom deur die BALU VIR DIE LANDDROSHOF TZANEEN in eksekusie verkoop word op die: 16 FEBRUARIE 1996 OM 10H00 TE: LANDDROSKANTOOR, MORGANSTRAAT, TZANEEN aan die hoogste bieder in kontant:

CALIFORNIA PLOT 507, GEDEELTE 0025, TZANEEN, NOORD TRANSVAAL en neem verder kennis dat die verkoopvoorwaardes by die kantore van die balju Landdroshof TZANEEN, Distrik Letaba/Bolebedu/Naphuno, ter insae lê en behels onder andere die volgende:

Die verkoping is onderhewig aan die volgende voorwaardes:

1. Die eiendom sal verkoop word aan die hoogste bieder en die verkoping sal onderworpe wees aan Artikel 66 van die Landdroshofwet, No. 32 van 1944;

2. Die Koper sal verantwoordelik wees vir betaling aan die Eiser van rente teen 15% (vyftien persent) per jaar op die balans van die koopsom vanaf datum van verkoop tot datum van registrasie.

3. Die Koopprys sal soos volg betaalbaar wees:

(a) 10% (tien persent) daarvan onmiddellik na ondertekening van die verkoopvoorwaardes in kontant of bankgewaarborgde tjeks;

(b) Die balans van die koopprys binne 10 (tien) dae, in kontant of verseker deur 'n Bank- of bougenootskapwaarborg, sodanige betaling en/of waarborge moet verskaf word aan die Eiser se prokureurs;

(c) Kommissie sal deur die koper aan die balju betaalbaar wees;

4. Die voorwaardes van verkoop wat uitgelees sal word deur die Balju, Landdroshof, onmiddellik voor die geregtelike verkoping, sal ter insae lê te die kantoor van die Balju van die Landdroshof te Tzaneen/Letaba distrik/Bolebedu/Naphuno;

5. Die eiendom sal verkoop word, onderhewig aan enige uitstaande huurkontrak.

ALDUS GEDOEN EN GETEKEN TE TZANEEN op hierdie 04 de dag van DESEMBER 1995.

MILLER-VAN ASWEGEN INGELYF, EERSTE VLOER, MORGAN GEBOU, MORGANSTRAAT 10, TZANEEN, 0850. TELNR: 0152-307 1333. VERW: MEV VD HEEVER/5333.

CASE NO. 19291/95

IN THE SUPREME COURT OF SOUTH AFRICA
(TRANSVAAL PROVINCIAL DIVISION)

NEDCOR BANK LIMITED, PLAINTIFF, **LAWRENCE DUMISA NGUBENI,** 1ST DEFENDANT, AND **QUEEN SESI NGUBENI,** 2ND DEFENDANT

A Sale in Execution of the undermentioned property is to be held without reserve at 38 MATUMI STREET, TASBET PARK EXT. 1 on FRIDAY the 2ND day of FEBRUARY 1996 at 9 H 00

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

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

PROPERTY: ERF 732 TASBET PARK EXTENSION 1 TOWNSHIP REGISTRATION DIVISION J S TRANSVAAL, KNOWN AS 38 MATUMI STREET, TASBET PARK, EXTENSION 1.

IMPROVEMENTS: 2 BEDROOMS, BATHROOM, KITCHEN, LOUNGE.

HACK STUPEL & ROSS, ATTORNEYS FOR THE PLAINTIFF, P O BOX 2000, PRETORIA. TEL. (012) 325-4185. OUR REF: MR B DU PLOOY/LVDM/GT2706.

CASE NO: 94/8471
P.H. 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 **RAMARUMO, SELLO JOHN,** Execution Debtor

IN EXECUTION OF A JUDGMENT of the Supreme Court of South Africa (Witwatersrand Local Division) in the abovementioned suit, a sale without reserve will be held at 131 Marshall Street, Johannesburg on the 8 FEBRUARY, 1996 at 10h00 of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff, Soweto East, 32 Von Brandis Street, Johannesburg prior to the sale.

CERTAIN: ERF 18119 situate in the Township of DIEPKLOOF, Registration Division I.Q. Transvaal; Being 18119 Diepkloof, Soweto.

MEASURING: 295 (TWO HUNDRED AND NINETY FIVE) square metres.

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

A detached single storey brick built residence with tiled roof, comprising kitchen, lounge/dining room, 2 bedrooms and 1 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 of 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 000,00 (TWENTY THOUSAND RAND) and thereafter 3 % (THREE PER CENTUM) up to a maximum fee of R6 000,00 (SIX THOUSAND RAND) minimum charges R200,00 (TWO HUNDRED RAND).

DATED at JOHANNESBURG this 28 December 1995.

PLAINTIFF'S ATTORNEYS, RAMSAY, WEBBER AND COMPANY, 5th Floor, Glazco Centre, c/r Harrison and Anderson Streets, JOHANNESBURG. P.O. Box 61677, MARSHALLTOWN. Tel. 838-5451. Ref. Foreclosures/avb/R201.

CASE NO: 95/17144
P.H. 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 **ROOS, CARL STEPHEN,** Execution Debtor

IN EXECUTION OF A JUDGMENT of the Supreme Court of South Africa (Witwatersrand Local Division) in the abovementioned suit, a sale without reserve will be held at the Sheriff's office, Randburg on the 6 FEBRUARY, 1996 at 10h00 of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff, Randburg, Elna Randhof, Cnr. Selkirk and Blairgowrie Drives, Randburg prior to the sale.

CERTAIN: ERF 674 situate in the Township of *BLOUBOSRAND EXTENSION 3,* Registration Division I.Q. Transvaal; Being 8, Sail Place, Bloubosrand Extension 3, Randburg.

MEASURING: 1 001 (ONE THOUSAND AND 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, 3 bedrooms, 1 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 of 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 000,00 (TWENTY THOUSAND RAND) and thereafter 3 % (THREE PER CENTUM) up to a maximum fee of R6 000,00 (SIX THOUSAND RAND) minimum charges R200,00 (TWO HUNDRED RAND).

DATED at JOHANNESBURG this 28th day of December 1995.

PLAINTIFF'S ATTORNEYS, (SIGNED) S.A. SIMPSON, RAMSAY, WEBBER AND COMPANY, 5th Floor, Glazco Centre, c/r Harrison and Anderson Streets, JOHANNESBURG. Ref. Foreclosures/fp/R.271. P.O. Box 61677, MARSHALLTOWN. Tel. 838-5451.

CASE NO: 95/15060
P.H. 104

IN THE SUPREME COURT OF SOUTH AFRICA
(WITWATERSRAND LOCAL DIVISION)

In the matter between: **THE STANDARD BANK OF S.A. LTD,** Execution Creditor, and **VICTORY PARK THREE HUNDRED (PTY) LTD,** Execution Debtor

IN EXECUTION OF A JUDGMENT of the Supreme Court of South Africa (Witwatersrand Local Division) in the abovementioned suit, a sale without reserve will be held at the Sheriff's office, Johannesburg North on the 8 FEBRUARY, 1996 at 10h00 of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff, Johannesburg North, 131 Marshall Street, Johannesburg prior to the sale.

CERTAIN: ERF 300 situate in the Township of VICTORY PARK EXTENSION 18, Registration Division I.R. Transvaal; Being 28, Craighall Road, Victory Park Extension 18, Johannesburg.

MEASURING: 1 983 (ONE THOUSAND NINE HUNDRED AND EIGHTY THREE) square metres.

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

A detached single storey brick built residence with slate roof, comprising kitchen, lounge/dining room, family room, laundry, dressing room, toilet, 4 bedrooms, 2 bathrooms with outbuildings with similar construction comprising of double garage, 2 servant's rooms, toilet, bathroom, storeroom, swimming pool and tennis court.

TERMS: 10 % (TEN PER CENTUM) of the purchase price in cash on the day of sale, the balance payable against registration of transfer, to be secured by a Bank of 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 000,00 (TWENTY THOUSAND RAND) and thereafter 3 % (THREE PER CENTUM) up to a maximum fee of R6 000,00 (SIX THOUSAND RAND) minimum charges R200,00 (TWO HUNDRED RAND).

DATED at JOHANNESBURG this 28 December 1995.

RAMSAY, WEBBER AND COMPANY, PLAINTIFF'S ATTORNEYS, 5th Floor, Glazco Centre, c/r Harrison and Anderson Streets, JOHANNESBURG; P.O. Box 61677, MARSHALLTOWN. Tel. 838-5451. Ref. Foreclosures/avb/V119.

SAAK NR. 1754/95

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN POTGIETERSRUS GEHOU TE POTGIETERSRUS

IN DIE SAAK TUSSEN: **ABSA BANK BEPERK** (UNITED BANK DIVISIE), EISER, EN **WILSON BOY-BOY MAMPSHIKA,** 1STE VERWEERDER, en **LIZZY MOKGADI MAMPSHIKA,** 2DE VERWEERDER

Ter uitvoerlegging van 'n Vonnis wat die Landdros van Potgietersrus toegestaan het op die 3de OKTOBER 1995 en 'n Lasbrief vir Eksekusie uitgereik in opvolging daarvan, sal die ondergemelde eiendom in Eksekusie verkoop word op VRYDAG, 2 FEBRUARIE 1996 om 10h00 by die Landdroskantoor, geleë te die hoek van Hooge- en Retiefstrate, Potgietersrus, aan die hoogste bieër, naamlik:

GEDEELTE 2 van ERF 270 geleë in die dorp PIET POTGIETERSRUST, DORPSGEBIED, Registrasie Afdeling, K.S., TRANSVAAL, GROOT: 1115 (EEN EEN EEN VYF) vierkante meter; GEHOU kragtens Transportakte Nr. T.16255/95.

Die eiendom kan omskryf word soos volg:

Woonhuis geleë te RUITERWEG 9A, Potgietersrus. Gebou van steen onder sinkdak en bestaande uit:

Sitkamer, Kombuis, 2 slaapkamers, T.V. Kamer, badkamer met spoellatrine en gang. Voor- en agterstoep, 2 Rondawels, motorhuis, buite latrine, afdak van pale onder skadu-net. Omhein met betonpanele en diamantdraad.

TERME:

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

ALDUS GEDOEN en GETEKEN te POTGIETERSRUS op die 27ste DAG van DESEMBER 1995.

(GET) J.F. WINNERTZ BORMAN SNYMAN EN BARNARD ING., PROKUREURS VIR EISER, RENTMEESTERGEBOU, VOORTREKKERWEG 63, POSBUS 42, POTGIETERSRUS, 0600. (VERW: MNR. WINNERTZ/LR/EA.9759.)

SAAK NR: 10199/95

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

In die saak tussen: **ABSA BANK BEPERK** h/a UNITED BANK, EKSEKUSIESKULDEISER, EN **GARY NORMAN RODGER,** EKSEKUSIESKULDENAAR

Ingevolge uitspraak in die Landdroshof van KEMPTON PARK en 'n Lasbrief vir Eksekusie gedateer die 27 SEPTEMBER 1995 die hiernagenoemde eiendom op WOENSDAG die 30STE dag van JANUARIE 1996 om 14h00 by 35 EMMARINAHOF, OAK STRAAT KEMPTON PARK verkoop word per publieke veiling aan die hoogste bieder op die verkoopswaardes wat deur die Afslaer uitgelees sal word net voor die veiling en welke verkoopswaardes nagegaan kan word te die Balju Kantore, Parkstraat 8, Kempton Park.

ERF: GEDEELTE 35 SOOS BESKRYF IN DEEL TITEL PLAN NO SS 22/85 IN DIE SKEMA BEKEND AS EMMARENTIA-HOF TEN OPSIGTE VAN DIE GROND EN GEBOU OF GEBOUE GELEË TE KEMPTON PARK DORPSGEBIED, PLAASLIKE OWERHEID KEMPTON PARK STADSRAAD, REGISTRASIE AFDELING IR TRANSVAAL.

GROOT: 45 VIERKANTE METER.

BEKEND AS: EMMARINAHOF 35 OAKLAAN KEMPTON PARK.

GEHOU ONDER TITELAKTES: ST 111116/92.

ASOOK: 'N ONDERVERDEELDE AANDEEL IN DIE GEMEENSKAPLIKE EIENDOM IN DIE SKEMA TOEGEDEEL AAN DIE GENOEMDE DEEL IN OOREENSTEMMING MET DIE DEELNEMINGSKWOTA SOOS GETOON OP DIE GENOEMDE DEELPLAN.

Eiser beskrywe die verbeteringe op die eiendom as volg, maar geen waarborge word gegee in hierdie verband nie.

VERBETERINGS: 1 SITKAMER; 1 BADKAMER; 1 TOILET; 1 KOMBUIS; 1.1/2 SLAAPKAMERS; AFDAK, ALLES ONDER 'N SINKDAK.

TERME: 10% van die koopsom is onmiddellik na die veiling in kontant betaalbaar aan die afslaer en die balans, plus rente teen 21% per jaar onderhewig aan verandering van rentekoers gehef deur Eksekusieskuldeiser van tyd tot tyd vanaf datum van ondertekening van Verkoopsvoorwaardes, welke balans betaalbaar sal wees op registrasie van transport en die uitstaande balans moet gewaarborg word deur 'n Bank of Bouvereniging aan die Balju binne 14 (VEERTIEN) dae na afloop van die veiling.

GEDATEER te KEMPTON PARK hierdie 15 dag van DESEMBER 1995.

(GET.) M M COWLEY, JOHAN JACOBS & MALCOLM MOODIE, MYRTLE GEBOU, 2de VLOER, WESSTRAAT 23, POSBUS 75, KEMPTON PARK, 1620. TEL: 970-1216. (VERW: MEV COWLEY/DE/LU14.)

CASE NO. 28103/90

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

In the matter between: **NBS BANK LIMITED,** PLAINTIFF, and **DINA CHRISTINA VORSTER,** DEFENDANT

A Sale in execution will be held at 10:00 on the 31st day of JANUARY 1996 at FEHRS AVENUE CENTRE, 130B STRUBEN STREET, PRETORIA of:

ERF 436 situate in the township LYNNWOOD GLEN; Registration Division J.R., Transvaal;

MEASURING: 1 983 square metres;

HELD by the Defendant by virtue of Deed of Transfer no. T.25148/1989.

Known as 29 GLENWOOD ROAD, LYNNWOOD GLEN.

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

Dwelling single storey, part double, brick walls, fitted carpets, tiles, tiled roof, lounge, dining room, study, kitchen, pantry, 5 bedrooms, 3 bathrooms, 2 showers, 4 wc's, family room with bar, entrance hall, work room, d/garages, 2 servant rooms with wc and shower, pool and recreation area, concrete walls and brick pavings.

The Conditions of Sale may be inspected at the Office of the sheriff Pretoria East.

SOLOMON, NICOLSON, REIN & VERSTER, Plaintiff's Attorney. Ref: MR STOLP/RH/M.8628.

CASE NO. 44247/91

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

In the matter between: **NBS BANK LIMITED,** PLAINTIFF, and **HERMANUS STEPHANUS PRINSLOO,** DEFENDANT

A Sale in execution will be held at 10:00 on the 31st day of JANUARY 1996 at FEHRS AVENUE CENTRE, 130B STRUBEN STREET, PRETORIA of:

ERF 48 situate in the township WATERKLOOF HEIGHTS EXTENSION 3; Registration Division J.R., Transvaal;

MEASURING: 2 390 square metres;

HELD by the Defendant by virtue of Deed of Transfer no. T25475/80.

Known as 85 DRIEKOPPEN ROAD, WATERKLOOF HEIGHTS X3.

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

Dwelling single storey, brick walls, fitted carpets, ceramic tiles, tiled roof, lounge, dining room, study, kitchen, pantry, 4 bedrooms, 2 bathrooms, 2 showers, 2 wc's, f/stoep-balcony, entr/hall, tv room, laundry, dress nook, stairs, double door garages but space for 4 cars in line, 1 servants room with 1 wc and bathroom, brick drive pavings, brick boundary walls, concrete s/pool and area and lapa.

The Conditions of Sale may be inspected at the Office of the sheriff Pretoria East.

SOLOMON, NICOLSON, REIN & VERSTER, Plaintiff's Attorney. Ref: MR STOLP/RH/M.9207.

SAAK NO. 5405/95

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN PIETERSBURG GEHOU TE PIETERSBURG

In die saak tussen: **DRS W J KAMFFER & J S VAN HEERDEN,** Eiser, en **LESETJA AUBREY SHADUNG,** Verweerder

INGEVOLGE 'n vonnis van bogemelde Agbare Hof op 26 JULIE 1995 en 'n Lasbrief vir Eksekusie, sal die onderstaande eiendom verkoop word voor die Landdroskantore te PIETERSBURG deur die Balju van PIETERSBURG om 10:00 op die 9de dag van FEBRUARIE 1996, sonder reserwe, en aan die hoogste bieder:

ERF 374, WESTENBURG geleë te PIETERSBURG, GROOT 544 (vyfhonderd vier en veertig) vierkante meter, GEHOU kragtens Transportakte T32332/1994 NOORDELIKE PROVINSIE.

VERBETERINGS: (Die korrektheid van die inligting en die verbeterings word nie gewaarborg nie)—WOONHUIS.

TERME: Die Koper sal 10% (tien persent) van die koopprys onmiddellik na die verkoping aan die Balju in kontant betaal en vir die balans en rente, moet die koper binne 14 (veertien) dae na datum van verkoping van 'n goedgekeurde Bank of Bouvereniging waarborg voorsien.

Die volle en volledige voorwaardes van verkoop, wat vir insae lê by die kantoor van die Balju, Bokstraat 56a, Pietersburg, sal onmiddellik voor die verkoping deur die Balju uitgelees word.

Geteken te PIETERSBURG op die 14de dag van DESEMBER 1995.

D E DE WAAL (Mej), STEMMETT INGELYF, PROKUREURS VIR EISER, SCHOEMANSTRAAT 42, POSBUS 2258, PIETERSBURG, 0700. (Verw: MDP/KA37.)

NOTICE OF SALE IN EXECUTION (IN THE SUPREME COURT OF SOUTH AFRICA—WITWATERSRAND LOCAL DIVISION)

The sale in execution is to be held at the offices of De Klerk, Vermaak and Partners Inc. Attorneys, Overvaal Building, 28 Kruger Avenue, Vereeniging on THURSDAY 1ST FEBRUARY 1996 at 10:00.

NEDCOR BANK LIMITED is the Execution Creditor

The hereunder 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 Supreme Court Act 59 of 1959.

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: **17799/95.**

Judgment Debtor/s: **GRETA THELMA McQUEEN.**

Property: ERF 525 OHENIMURI Township Registration Division IQ—The Province of Gauteng, situate at 525 HENRY CARO ROAD, OHENIMURI, VEREENIGING.

Improvements: The property is vacant land.

Reference: MM0872.

HENRY TUCKER & PARTNERS, Attorneys for Plaintiff, 6th Floor, Permanent Building, 165 Meyer Street, Germiston. (Ref. Miss Kent) [Tel: (011) 825-1015.]

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

NOTICE OF SALES IN EXECUTION (ALBERTON MAGISTRATE'S COURT)

All the sales in execution are to be held at the offices of the Sheriff Alberton, Johriahof, 4 Du Plessis Street, Florentia, Alberton on WEDNESDAY 31ST JANUARY 1996 at 10:00.

NEDCOR BANK LIMITED is the Execution Creditor

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

1. The property/right of leasehold shall be sold to the highest bidder without reserve, voetstoots, and subject to the 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: **4075/95**

Judgment Debtor/s: **SELLO JOSEPH FANTISI**

Property: Right of Leasehold over ERF 1544 TSHONGWENI Township Registration Division IR—The Province of Gauteng, situate at ERF 1544 TSHONGWENI, KATLEHONG, ALBERTON.

Improvements: Detached single storey brick built residence under iron roof comprising 2 rooms other than kitchen with outbuildings comprising garage, domestic quarters and toilet.

Reference: MF0011.

Case Number: **4076/95**

Judgment Debtor/s: **MSWAKE ABSALOME GULE**

Property: Right of Leasehold over ERF 11697 (FORMERLY 1026) TOKOZA EXTENSION 2 Township Registration Division IR—The Province of Gauteng, situate at ERF 11697 (FORMERLY 1026) TOKOZA EXTENSION 2, ALBERTON.

Improvements: Detached single storey brick built residence under iron roof comprising 2 rooms other than kitchen.

Reference: MG0049.

HENRY TUCKER & PARTNERS, Attorneys for Plaintiff, 6th Floor, Permanent Building, 165 Meyer Street, Germiston. (Ref: Miss Kent.) [Tel. (011) 825-1015.]

CASE 94/4276

IN THE SUPREME COURT OF SOUTH AFRICA
(WITWATERSRAND LOCAL DIVISION)

In the matter between **NEDCOR BANK LIMITED,** Plaintiff, and **MAHLABA FANI SAMUEL,** Defendant

IN EXECUTION OF A JUDGMENT of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit a Sale Without Reserve will be held at the office of the Sheriff Midrand—Lochner Park, Block D, 1st Floor, Corner Richards Drive & Suttie Street, Halfway House on the 31 January 1996 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, 1st Floor, Corner Richards Drive & Suttie Street, Halfway House, prior to the sale. (short description of property, situation and Street number):

ERF 659 ALEXANDRA EAST BANK TOWNSHIP, REGISTRATION DIVISION I.R. TRANSVAAL, MEASURING 345 (THREE HUNDRED AND FORTY FIVE) SQUARE METRES, SITUATED AT 134—22ND AVENUE, 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, lounge, diningroom, kitchen, 3 bedrooms, bathroom.

The property is zoned RESIDENTIAL.

Terms: 10% of the purchase price in cash immediately upon the conclusion of the sale, the balance payable against registration of Transfer, to be secured by a Bank - Building Society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale. Auctioneers charges, payable on the day of sale, to be calculated as follows:

5% (Five per cent) on the proceeds of the sale up to a price of R20 000 (Twenty Thousand Rand) and thereafter 3% (Three percent) up to a maximum fee of R6 000 (Six Thousand Rand). Minimum charges R200 (Two Hundred Rand).

SIGNED AT JOHANNESBURG ON THE 12 December 1995.

ISMAIL AYOB & PARTNERS, Plaintiff's Attorneys, Twenty Sixth Floor, Southern Life Centre, 45 Commissioner Street, P O Box 728, JOHANNESBURG. Ref: M26574/PC. Telephone: (011) 832-3251.

CASE NO: 95/5732

IN THE SUPREME COURT OF SOUTH AFRICA
(WITWATERSRAND LOCAL DIVISION)

In the matter between: **NEDCOR BANK LIMITED,** Plaintiff, and **MALATJI** YVONNE, 1st Defendant, **MALATJI MONNI ROSEMARY,** 2nd Defendant

IN EXECUTION OF A JUDGMENT of the Supreme Court of South Africa (Witwatersrand Local Division) in the abovementioned suit a Sale Without Reserve will be held at the office of the Sheriff Midrand–Lochner Park, Block D, 1st Floor, Corner Richard Drive & Suttie Street, Halfway House, on the 31 January 1996 at **14H30** 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 may be inspected at the offices of the Sheriff, Unit 2 North View, 45 Richards Drive, Halfway House prior to the sale. (short description of property, situation, and Street number):

ALL RIGHT TITLE AND INTEREST IN THE LEASEHOLD IN RESPECT OF ERF 1046 ALEXANDRA EXTENSION 7 TOWNSHIP REGISTRATION DIVISION I.R. TRANSVAAL, MEASURING 178 (ONE HUNDRED AND SEVENTY EIGHT) SQUARE METRES, SITUATED AT ERF 1046 ALEXANDRA EXTENSION 7 TOWNSHIP.

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

Dwelling under asbestos roof, lounge, kitchen, 2 bedrooms, bathroom.

The propety is zoned RESIDENTIAL. *Terms:* 10% of the purchase price in cash immediately upon the conclusion of the sale, the balance payable against registration of Transfer, to be secured by a Bank – Building Society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale.

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

5% (Five percent) on the proceeds of the sale up to a price of R20 000.00 (Twenty Thousand Rand) and thereafter 3% (Three percent) up to a maximum fee of R6 000.00 (Six Thousand Rand). Minimum charges R200.00 (Two Hundred Rand).

SIGNED AT JOHANNESBURG ON THE 1 December 1995.

ISMAIL AYOB & PARTNERS, Plaintiff's Attorneys, Twenty Sixth Floor, Southern Life Centre, 45 Commissioner Street, P O BOX 728, JOHANNESBURG. Ref: M29900/PC. Telephone: (011) 832-3251.

CASE NO: 94/5444

IN THE SUPREME COURT OF SOUTH AFRICA
(WITWATERSRAND LOCAL DIVISION)

In the matter between: NEDCOR BANK LIMITED, Plaintiff, and **MODIBA MATOME EZEKIEL,** 1st Defendant, **MODIBA TJIANE CAROLINA,** 2nd Defendant

IN EXECUTION OF A JUDGMENT of the Supreme Court of South Africa (Witwatersrand Local Division) in the abovementioned suit a Sale Without Reserve will be held at the office of the Sheriff Midrand–Lochner Park, Block D, 1st Floor, Corner Richard Drive & Suttie Street, Halfway House, on the 31 January 1996 at **14H30** 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, 1st Floor, Corner Richard Drive & Suttie Street, Halfway House, prior to the sale. (short description of property, situation, and Street number):

ERF 672 ALEXANDRA EAST BANK TOWNSHIP, REGISTRATION DIVISION I.R. 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, diningroom, kitchen, bathroom.

The property is zoned RESIDENTIAL. *Terms:* 10% of the purchase price in cash immediately upon the conclusion of the sale, the balance payable against registration of Transfer, to be secured by a Bank – Building Society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale.

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

5% (Five percent) on the proceeds of the sale up to a price of R20 000.00 (Twenty Thousand Rand) and thereafter 3% (Three percent) up to a maximum fee of R6 000.00 (Six Thousand Rand) Minimum charges R200.00 (Two Hundred Rand).

SIGNED AT JOHANNESBURG ON THE 1 December 1995.

ISMAIL AYOB & PARTNERS, Plaintiff's Attorneys, Twenty Sixth Floor, Southern Life Centre, 45 Commissioner Street, P O BOX 728, JOHANNESBURG. Ref: M26723/PC. Telephone: (011) 832-3251.

CASE NO: 95/03739

IN THE SUPREME COURT OF SOUTH AFRICA
(WITWATERSRAND LOCAL DIVISION)

In the matter between: NEDCOR BANK LIMITED, Plaintiff, and **RADEBE NOMHLE BEAUTY,** 1st Defendant, **MTHIMKHULU JANE,** 2nd Defendant

IN EXECUTION OF A JUDGMENT of the Supreme Court of South Africa (Witwatersrand Local Division) in the abovementioned suit a Sale Without Reserve will be held at the office of the Sheriff Midrand–Lochner Park, Block D, 1st Floor, Corner Richard Drive & Suttie Street, Halfway House, on the 31 January 1996 at **14H30** 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 may be inspected at the offices of the Sheriff, Unit 2 North View, 45 Richards Drive, Halfway House prior to the sale. (short description of property, situation, and Street number):

ALL RIGHT TITLE AND INTEREST IN THE LEASEHOLD IN RESPECT OF ERF 1025 ALEXANDRA EXTENSION 7 TOWNSHIP, REGISTRATION DIVISION I.R. TRANSVAAL, MEASURING 101 (ONE HUNDRED AND ONE) SQUARE METRES, SITUATED AT ERF 1025 ALEXANDRA EXTENSION 7 TOWNSHIP.

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

Dwelling under iron roof, lounge, kitchen, 2 bedrooms, bathroom.

The property is zoned RESIDENTIAL. *Terms:* 10% of the purchase price in cash immediately upon the conclusion of the sale, the balance payable against registration of Transfer, to be secured by a Bank – Building Society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale.

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

5% (Five percent) on the proceeds of the sale up to a price of R20 000.00 (Twenty Thousand Rand) and thereafter 3% (Three percent) up to a maximum fee of R6 000.00 (Six Thousand Rand) Minimum charges R200.00 (Two Hundred Rand).

SIGNED AT JOHANNESBURG ON THE 1 December 1995.

ISMAIL AYOB & PARTNERS, Plaintiff's Attorneys, Twenty Sixth Floor, Southern Life Centre, 45 Commissioner Street, P O BOX 728, JOHANNESBURG. Ref: R29757/PC. Telephone: (011) 832-3251.

CASE NO: 95/6720

IN THE SUPREME COURT OF SOUTH AFRICA
(WITWATERSRAND LOCAL DIVISION)

In the matter between: **NEDCOR BANK LIMITED,** Plaintiff, and **NJEMLA, NOSISI CYNTHIA,** Defendant

IN EXECUTION OF A JUDGMENT of the Supreme Court of South Africa (Witwatersrand Local Division) in the abovementioned suit a Sale Without Reserve will be held at the office of the Sheriff, 131 MARSHALL STREET, JOHANNESBURG, on the 1 February 1996 at 10H00 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, 2ND FLOOR, T F C HOUSE, 32 VON BRANDIS STREET, JOHANNESBURG prior to the sale. (short description of property, situation, and Street number):

ALL RIGHT TITLE AND INTEREST IN THE LEASEHOLD IN RESPECT OF ERF 1221 ORLANDO EAST TOWNSHIP, REGISTRATION DIVISION I.Q. TRANSVAAL, MEASURING 434 (FOUR HUNDRED AND THIRTY FOUR) SQUARE METRES, SITUATED AT 1221 KUSE STREET, ORLANDO EAST TOWNSHIP.

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

Dwelling consisting of, bedroom, diningroom, kitchen, Outbuilding: garage.

The property is zoned RESIDENTIAL.

Terms: 10% of the purchase price in cash immediately upon the conclusion of the sale, the balance payable against registration of Transfer, to be secured by a Bank – Building Society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale.

Auctioneers charges, payable on the day of sale, to be calculated as follows: 5% (Five percent) on the proceeds of the sale up to a price of R20 000.00 (Twenty Thousand Rand) and thereafter 3% (Three percent) up to a maximum fee of R6 000.00 (Six Thousand Rand) Minimum charges R200.00 (Two Hundred Rand).

SIGNED AT JOHANNESBURG ON THE 12 December 1995.

ISMAIL AYOB & PARTNERS, Plaintiff's Attorneys, Twenty Sixth Floor, Southern Life Centre, 45 Commissioner Street, P O BOX 728, JOHANNESBURG. Ref: N29946/PC. Telephone: (011) 832-3251.

CASE NO: 95/23580

IN THE SUPREME COURT OF SOUTH AFRICA
(WITWATERSRAND LOCAL DIVISION)

In the matter between: **NEDCOR BANK LIMITED,** Plaintiff, and **RAHIMAN, HASSIM,** 1st Defendant, and **RAHIMAN, AYESHA,** 2nd Defendant

IN EXECUTION OF A JUDGMENT of the Supreme Court of South Africa (Witwatersrand Local Division) in the abovementioned suit a Sale Without Reserve will be held by the Sheriff at the Sheriff's Office, 50 Edward Avenue, WESTONARIA, on the 2 February 1996 at 10H00 of the undermentioned property of the Defendant on the Conditions and which will lie for inspection at the offices of the Sheriff at 50 EDWARDS AVENUE, WESTONARIA prior to the sale. (short description of property, situation, and Street number):

ERF 380 LENASIA SOUTH EXTENSION 1 TOWNSHIP, REGISTRATION DIVISION I.Q. TRANSVAAL, MEASURING 618 (SIX HUNDRED AND EIGHTEEN) SQUARE METRES, SITUATED AT ERF 380 LENASIA SOUTH EXTENSION 1 TOWNSHIP.

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

Dwelling under tiled roof, 3 bedrooms, bathroom.

The property is zoned RESIDENTIAL.

Terms: 10% of the purchase price in cash immediately upon the conclusion of the sale, the balance payable against registration of Transfer, to be secured by a Bank–Building Society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale.

Auctioneers charges, payable on the day of sale, to be calculated as follows: 5% (Five percent) on the proceeds of the sale up to a price of R20 000.00 (Twenty Thousand Rand) and thereafter 3% (Three percent) up to a maximum fee of R6 000.00 (Six Thousand Rand) Minimum charges R200.00 (Two Hundred Rand).

SIGNED AT JOHANNESBURG ON THE 14 NOVEMBER 1995.

ISMAIL AYOB & PARTNERS, Plaintiff's Attorneys, Twenty Sixth Floor, Southern Life Centre, 45 Commissioner Street, P O BOX 728, JOHANNESBURG. Ref: R46105/PC. Telephone: (011) 832-3251.

CASE NO: 95/25623

IN THE SUPREME COURT OF SOUTH AFRICA

(WITWATERSRAND LOCAL DIVISION)

In the matter between: **ABSA BANK LIMITED** (ALLIED BANK DIVISION), Plaintiff, and **JOHNSTONE, ANDREW,** Defendant

IN EXECUTION OF A JUDGMENT of the Supreme Court of South Africa (Witwatersrand Local Division) in the abovementioned suit a Sale Without Reserve will be held by the Sheriff on the 4th Floor, Standard Chambers, 247 President Street, GERMISTON on the 1 February 1996 at 10H00 of the undermentioned property of the Defendant on the Conditions and which may be inspected at the offices of the Sheriff, on the 4th Floor, Standardbank Chambers, 247 President Street, GERMISTON prior to the sale. (short description of property, situation, and Street number):

PORTIONS 2 & 3 OF ERF 71 BEDFORDVIEW EXTENSION 18 TOWNSHIP SITUATED AT 21 DE WET STREET, BEDFORDVIEW EXTENSION 18 TOWNSHIP, GERMISTON, REGISTRATION DIVISION I.R. TRANSVAAL, MEASURING 93 (NINETY THREE) 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% of the purchase price in cash immediately upon the conclusion of the sale, the balance payable against registration of Transfer, to be secured by a Bank – Building Society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale.

Auctioneers charges, payable on the day of sale, to be calculated as follows: 5% (Five percent) on the proceeds of the sale up to a price of R20 000.00 (Twenty Thousand Rand) and thereafter 3% (Three percent) up to a maximum fee of R6 000.00 (Six Thousand Rand) Minimum charges R200.00 (Two Hundred Rand).

SIGNED AT JOHANNESBURG ON THE 13 December 1995.

ISMAIL AYOB & PARTNERS, Plaintiff's Attorneys, Twenty Sixth Floor, Southern Life Centre, 45 Commissioner Street, P O BOX 728, JOHANNESBURG. Ref: J60260/AB. Telephone: (011) 832-3251.

CASE NO: 90/29271

IN THE SUPREME COURT OF SOUTH AFRICA

(WITWATERSRAND LOCAL DIVISION)

In the matter between: **THE STANDARD BANK OF SOUTH AFRICA LIMITED,** Plaintiff, and **LERUTLE RAMANAKANA SAMUEL,** 1st Defendant, and **LERUTLE REBECCA,** 2nd Defendant

IN EXECUTION OF A JUDGMENT of the Supreme Court of South Africa (Witwatersrand Local Division) in the abovementioned suit a Sale Without Reserve will be held at the office of the Sheriff, 131 MARSHALL STREET, JOHANNESBURG, on the 1 February 1996 at 10H00 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, 2ND FLOOR, T F C HOUSE, 32 VON BRANDIS STREET, JOHANNESBURG, prior to the sale. (short description of property, situation, and Street number):—

ERF 1989 DHLAMINI EXTENSION 4 TOWNSHIP, REGISTRATION DIVISION I.Q. TRANSVAAL, MEASURING 404 (FOUR HUNDRED AND FOUR) SQUARE METRES, SITUATED AT ERF 1989 DHLAMINI EXTENSION 4 TOWNSHIP.

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

Dwelling under tiled roof, entrance hall, lounge, diningroom, kitchen, 3 bedrooms, 2 bathrooms.

The property is zoned RESIDENTIAL. Terms: 10% of the purchase price in cash immediately upon the conclusion of the sale, the balance payable against registration of Transfer, to be secured by a Bank – Building Society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale.

Auctioneers charges, payable on the day of sale, to be calculated as follows:—

5% (Five percent) on the proceeds of the sale up to a price of R20 000.00 (Twenty Thousand Rand) and thereafter 3% (Three percent) up to a maximum fee of R6 000.00 (Six Thousand Rand) Minimum charges R200.00 (Two Hundred Rand).

SIGNED AT JOHANNESBURG ON THE 11 December 1995.

ISMAIL AYOB & PARTNERS, Plaintiff's Attorneys, Twenty Sixth Floor, Southern Life Centre, 45 Commissioner Street, P O BOX 728, JOHANNESBURG. Ref: L13485/SC. Telephone: (011) 832-3251.

CASE NO: 94/32046

IN THE SUPREME COURT OF SOUTH AFRICA
(WITWATERSRAND LOCAL DIVISION)

In the matter between: **THE STANDARD BANK OF SOUTH AFRICA LIMITED,** Plaintiff, and **MASEKO SINDI CHARLES,** Defendant

IN EXECUTION OF A JUDGMENT of the Supreme Court of South Africa (Witwatersrand Local Division) in the abovementioned suit a Sale Without Reserve will be held at the office of the Sheriff, 131 MARSHALL STREET, JOHANNESBURG, on the 1 February 1996 at 10H00 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, 2ND FLOOR, T F C HOUSE, 32 VON BRANDIS STREET, JOHANNESBURG, prior to the sale. (short description of property, situation, and Street number):—

ERF 2400 JABULANI TOWNSHIP, REGISTRATION DIVISION I.Q. TRANSVAAL, MEASURING 201 (TWO HUNDRED AND ONE) SQUARE METRES, SITUATED AT ERF 2400 JABULANI TOWNSHIP.

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

Dwelling under tiled roof, 2 bedrooms, lounge, kitchen, bathroom.

The property is zoned RESIDENTIAL. Terms: 10% of the purchase price in cash immediately upon the conclusion of the sale, the balance payable against registration of Transfer, to be secured by a Bank – Building Society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale.

Auctioneers charges, payable on the day of sale, to be calculated as follows:—

5% (Five percent) on the proceeds of the sale up to a price of R20 000.00 (Twenty Thousand Rand) and thereafter 3% (Three percent) up to a maximum fee of R6 000.00 (Six Thousand Rand) Minimum charges R200.00 (Two Hundred Rand).

SIGNED AT JOHANNESBURG ON THE 13 December 1995.

ISMAIL AYOB & PARTNERS, Plaintiff's Attorneys, Twenty Sixth Floor, Southern Life Centre, 45 Commissioner Street, P O BOX 728, JOHANNESBURG. Ref: M29342/SC. Telephone: (011) 832-3251.

CASE NO: 94/17969

IN THE SUPREME COURT OF SOUTH AFRICA
(WITWATERSRAND LOCAL DIVISION)

In the matter between: **THE STANDARD BANK OF SOUTH AFRICA LIMITED,** Plaintiff, and **MASHININI JOHN,** Defendant

IN EXECUTION OF A JUDGMENT of the Supreme Court of South Africa (Witwatersrand Local Division) in the abovementioned suit a Sale Without Reserve will be held at the office of the Sheriff, 182 Leeuwpoort Street, BOKSBURG on 2 February 1996 at 11H15 of the undermentioned property of the Defendant on the Conditions to be read out by the Auctioneer at the office of the Sheriff, 182 Leeuwpoort Street, BOKSBURG Prior to the sale. (short description of property, situation, and Street number):—

ERF 17803 VOSLOORUS EXTENSION 25 TOWNSHIP, REGISTRATION DIVISION I.R. TRANSVAAL, MEASURING 414 (FOUR HUNDRED AND FOURTEEN) SQUARE METRES, SITUATED AT ERF 17803 VOSLOORUS EXTENSION 25 TOWNSHIP.

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

Dwelling consisting of lounge, diningroom, kitchen, bedroom, bathroom.

The property is zoned RESIDENTIAL. Terms: 10% of the purchase price in cash immediately upon the conclusion of the sale, the balance payable against registration of Transfer, to be secured by a Bank – Building Society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale.

Auctioneers charges, payable on the day of sale, to be calculated as follows:—

5% (Five percent) on the proceeds of the sale up to a price of R20 000.00 (Twenty Thousand Rand) and thereafter 3% (Three percent) up to a maximum fee of R6 000.00 (Six Thousand Rand) Minimum charges R200.00 (Two Hundred Rand).

SIGNED AT JOHANNESBURG ON THE 14 December 1995.

ISMAIL AYOB & PARTNERS, Plaintiff's Attorneys, Twenty Sixth Floor, Southern Life Centre, 45 Commissioner Street, P O BOX 728, JOHANNESBURG. Ref: M27895/SC. Telephone: (011) 832-3251.

SAAKNR: 16256/95

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN PRETORIA GEHOU TE PRETORIA

In die saak tussen: **NBS BANK BEPERK,** EISER, en **AVANTE BOERDERY BK,** NO CK88/15705/23, VERWEERDER, **ELMARIE BOSHOFF,** 2DE VERWEERDER, en **JACQUES EDWARD CLOETE,** 3DE VERWEERDER

Ingevolge 'n vonnis toegestaan in die Landdroshof en 'n Lasbrief vir Eksekusie gedateer 10 APRIL 1995, uitgereik deur bogemelde Agbare Hof, sal die volgende eiendom verkoop word deur die Balju van die Landdroshof PRETORIA OOS te FEHRSLAANSENTRUM, STRUBENSTRAAT 130B, PRETORIA aan die Hoogste bieër op 14 FEBRUARIE 1996 om 10H00.

ERF 236 GELEË IN DIE DORPSBEBIED MORELETAPARK, REGISTRASIEAFDELING JR, PROVINSIE VAN GAUTENG, GROOT: 1420 (EENDUISEND VIERHONDERD EN TWINTIG) VIERKANTE METER (BETER BEKEND AS 673 LOBELIA-STRAAT, MORELETAPARK).

VOORWAARDES VAN VERKOPING:

1. Die eiendom sal aan die hoogste bieër verkoop word en die koop sal onderworpe wees aan die terme en voorwaardes van die Landdroshof Wet 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:

2 SLAAPKAMER WOONHUIS MET SITKAMER, EETKAMER, TV-KAMER, KOMBUIS, BADKAMER, TWEE MOTOR-HUISE EN OMHEIN.

3. *TERME:* 10% 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 OOS.

GETEKEN te PRETORIA op hierdie 3 JANUARIE 1996.

(GET) SE DU PLESSIS, VAN DER MERWE DU TOIT & FUCHS, PROKUREUR EKSEKUSIESKULDEISER, 14DE VLOER, SANLAMSENTRUM, ANDRIESSTRAAT 252, PRETORIA. (VERW: MEV ENGELS/JR58005.)

SAAK NR: 33152/95

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen: **STADSRAAD VAN MIDRAND,** EISER, en **MASHAU SCOTCH NKUNA,** EERSTE VERWEERDER, **ESTHER NKUNA,** TWEEDE VERWEERDER

Ter uitvoering van 'n vonnis van bogemelde Hof gedateer 21 SEPTEMBER 1995, sal die ondervermelde eiendom op 14 FEBRUARIE 1996 om 10h00 deur die Balju PRETORIA-SUID, by die kantore van die Balju Pretoria-Oos, Fehrslaan Sentrum, Strubenstraat 130B, PRETORIA aan die hoogste bieder geregtelik verkoop word:

ERF 1251 NOORDWYK UITBREIDING 23; Registrasieafdeling J.R., Transvaal; GROOT: 1 004 vierkante meter; GEHOU kragtens Akte van Transport T 57042/1992; BEKEND AS: Bottlebrushstraat 1251, NOORDWYK UITBREIDING 23.

VERBETERINGS (geen waarborg word in hierdie verband gegee nie):

'n Woonhuis bestaande uit 'n Sitkamer, Kombuis, 1 Badkamer en 3 Slaapkamers.

SONERING: Residensieel.

DIE VERKOOPSVOORWAARDES wat onmiddellik voor die verkoping gelees sal word, lê ter insae by die kantore van die Balju, Pretoria-Suid, Edenpark, Hoewe 83, h/v Gerhardtstraat en Weslaan, Lyttelton Landbouhoewes, VERWOERDBURGSTAD en bevat onder andere die volgende:

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

(b) Die Koper moet afslaersgelde op die dag van die verkoping betaal teen 5% tot 'n prys van R20 000,00 en daarna 3% tot 'n maksimum geld van R6 000,00 met 'n minimum van R200,00 plus BTW.

GETEKEN te PRETORIA hierdie 2de dag van JANUARIE 1996.

EBEN GRIFFITHS & VENNOTE, P/A WILSENACH VAN WYK GOOSEN & BEKKER ING, SANLAMSENTRUM 1115, ANDRIESSTRAAT, PRETORIA. VERW: MNR GRIFFITHS/svn. (Tel: 012 - 654 1007 /654 1039)

SAAK NR: 29168/94

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen: **STADSRAAD VAN MIDRAND,** EISER, en **MOREBA JOHANNES MAJADIBODU,** VERWEERDER

Ter uitvoering van 'n vonnis van bogemelde Hof gedateer 11 MEI 1995, sal die ondervermelde eiendom op 14 FEBRUARIE 1996 om 10h00 deur die Balju PRETORIA-SUID, by die kantore van die Balju Pretoria-Oos, Fehrslaan Sentrum, Strubenstraat 130B, PRETORIA aan die hoogste bieder geregtelik verkoop word:

ERF 399 COUNTRY VIEW UITBREIDING 3; Registrasie Afdeling J.R., Transvaal; GROOT: 775 vierkante meter; GEHOU kragtens Akte van Transport T 45605/1991; BEKEND AS: Azalealaan 399, COUNTRY VIEW UITBREIDING 3.

VERBETERINGS (geen waarborg word in hierdie verband gegee nie):

Onverbeterde perseel.

SONERING: Residensieel.

DIE VERKOOPSVOORWAARDES wat onmiddellik voor die verkoping gelees sal word, lê ter insae by die kantore van die Balju, Pretoria-Suid, Edenpark, Hoewe 83, h/v Gerhardtstraat en Weslaan, Lyttelton Landbouhoewes, VERWOERDBURGSTAD en bevat onder andere die volgende:

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

(b) Die Koper moet afslaersgelde op die dag van die verkoping betaal teen 5% tot 'n prys van R20 000,00 en daarna 3% tot 'n maksimum geld van R6 000,00 met 'n minimum van R200,00 plus BTW.

GETEKEN te PRETORIA hierdie 2de dag van JANUARIE 1996.

EBEN GRIFFITHS & VENNOTE, P/A WILSENACH VAN WYK GOOSEN & BEKKER ING, SANLAMSENTRUM 1115, ANDRIESSTRAAT, PRETORIA. VERW: MNR GRIFFITHS/svn. (Tel: 012 - 654 1007 /654 1039)

SAAKNO: 54202/95

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN PRETORIA GEHOU TE PRETORIA

In die saak tussen: **ABSA BANK BEPERK** H/A ALLIED BANK, EISER, en **NDOBE BUTI JOSEPH** - ID 620113 5744 082, VERWEERDER

'n Openbare veiling sonder 'n reserwe prys sal deur die balju WONDERBOOM te GEDEELTE 83 DE ONDERSTEPOORT, (NOORD VAN SASKO MEULE, OU WARMBADPAD, BON ACCORD) op 2DE FEBRUARIE 1996 om 11h00 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 1989 THE ORCHARDS UITBREIDING 13 DORPSGEBIED Registrasie Afdeling JR TRANSVAAL, GROOT 1053 (EENDUISEND DRIE EN VYFTIG) vierkante meter, GEHOU kragtens Akte van Transport Nr. T49800/94.

Hierdie eiendom is geleë te 50 HULTONLAAN, THE ORCHARDS, PRETORIA.

Die volgende verbeterings is op die eiendom aangebring:

SITKAMER, EETKAMER, KOMBUIS, 3 SLAAPKAMERS, 1 BADKAMER & TOILET, 1 STORT & TOILET.

KONSTRUKSIE, MURE - BAKSTEEN, PLAFON - HERCULITE, VLOER - NOVILON, DAK - YSTER.

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

TERME

1.) Die eiendom word verkoop sonder reserweprys.

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

3.) Die koper betaal die Balju se kommissie.

4.) Die eiendom word voetstoots verkoop.

Gedateer te PRETORIA op hierdie 3DE van JANUARIE 1996.

(Get) EJJ GEYSER, ROOTH & WESSELS, 2DE VLOER, EERSTE NASIONALE BANK GEBOU, KERKPLEIN, PRETORIA. VERW: GEYSER/MEV MARE/A2152. TEL: 325 2940.

SAAKNO: 18419/95

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(TRANSVAALSE PROVINSIALE AFDELING)

In die saak tussen: **ABSA BANK BEPERK** H/A ALLIED BANK, EISER, en **MOTSWENI CHARLES CHIKWANE,** VERWEERDER

'n Openbare veiling sonder 'n reserwe prys sal deur die balju WONDERBOOM te GEDEELTE 83 DE ONDERSTEPOORT, (NET NOORD VAN SASKO MEULE, OU WARMBADPAD, BON ACCORD) PRETORIA, op 2 FEBRUARIE 1996 om 11H00 volgens voorwaardes wat nou by die kantore van die balju WONDERBOOM te GEDEELTE 83 DE ONDERSTEPOORT (NET 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 2622 BLOK GG GELEË IN DIE DORPSGEBIED SOSHANGUVE, REGISTRASIE AFDELING JR TRANSVAAL. GROOT: 628 (SESHONDERD AGT EN TWINTIG) VIERKANTE METER. GEHOU kragtens SERTIFIKAAT VAN REG VAN HUURPAG NO TL2651/90.

Hierdie eiendom is geleë te ERF 2622 BLOK GG SOSHANGUVE, PRETORIA.

Die volgende verbeterings is op die eiendom aangebring:

Sitkamer, Eetkamer, Kombuis, 3 Slaapkamers, 1 Badkamer.

KONSTRUKSIE, MURE - BAKSTEEN, DAK - TEËLS, PLAFON - KOMPOSISIE BORD, VLOER - MATTE.

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

TERME

1.) Die eiendom word verkoop sonder reserweprys.

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

3.) Die koper betaal die Balju se kommissie.

4.) Die eiendom word voetstoots verkoop.

Gedateer te PRETORIA op hierdie 3DE van JANUARIE 1996.

(Get) EJJ GEYSER, ROOTH & WESSELS, 2DE VLOER, EERSTE NASIONALE BANK GEBOU, KERKPLEIN, PRETORIA. VERW: EG/M MARE/A2189. TEL: 325 2940.

Case No. 95/23387

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 the 31ST day of JANUARY 1996 at 14:30 the undermentioned property will be sold in execution at the offices of The Sheriff of the Supreme Court, 1st Floor, Block D, Lochner Park, cor Richards Drive and Suttie Street, Halfway House.

Certain: PORTION 3 of ERF 271 BUCCLEUCH TOWNSHIP; Registration Division I.R., The Province of Gauteng; Measuring 1962 (one thousand nine hundred and sixty two) square metres and held by Deed of Transfer No. T84541/91, Situate at: 19c MARGARET AVENUE, BUCCLEUCH.

Description: A dwelling consisting of lounge, diningroom, three bedrooms, bathrooms 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% 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 6TH day of DECEMBER 1995.

(sgd) J MEIRING, VAN DE VENTER, MEIRING INC, Attorneys for Plaintiff, Suite 715, 7th Floor, Carlton International Trade Centre, Commissioner Street, JOHANNESBURG. TEL: (011) 886 0500. REF: S PITCHERS/Z23342.

Saak No. 95/23387

PH 396 DX 2

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Witwatersrand Plaaslike Afdeling)

In die saak tussen: **ABSA BANK LIMITED** h/a ALLIED BANK, Eksekusieskuldeiser, en **WILLIAMS, DAVID NIGEL,** Eksekusieskuldenaar

'n Verkoping sonder voorbehoud, sal gehou word by die Kantore van die Balju te 1ste Vloer, Block D, Lochnerpark, h/v Richardsrylaan en Suttiestraat, Halfwayhouse om 14:30 op WOENSDAG, die 31STE dag van JANUARIE 1996, 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, Registrasie Afdeling I.R., Die Gauteng Provinsie, Groote 1962 vierkante meter en gehou deur Akte van Transport Nr. 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% 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 6DE dag van DECEMBER 1995.

(sgd) J MEIRING, VAN DE VENTER, MEIRING INC, Eksekusieskuldeiser se Prokureurs, Suite 715, 7de Verdieping, Carlton International Trade Centre, Commissionerstraat, JOHANNESBURG. TEL: (011) 886 0500. REF: S PITCHERS/Z23342.

CASE NO: 72585/1995

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

Between: **ABSA BANK LIMITED,** Plaintiff, and **JEANNINE JOOSTE,** Defendant

A sale in will be held at FEHRS AVENUE CENTRE, 130 B STRUBEN STREET, PRETORIA, on WEDNESDAY, 31 JANUARY 1996 at 10H00;

(a) UNIT NUMBER 31 as shown on sectional plan Nr SS 325/1991 in the building Oppiehoek situate at ERF 4145 GARSFONTEIN EXTENSION 15 TOWNSHIP, measuring 59 square metres; and

(b) an undivided share in the common property in the land and building held under Certificate of Registered Sectional TITLE Nr ST 30582/94 dated 3 MAY 1994;

KNOWN AS: FLAT NUMBER 31, "OPPIEHOEK", 845 DELFI STREET, GARSFONTEIN.

Particulars are not guaranteed:

SIMPLEX FLAT: LOUNGE, KITCHEN, TWO BEDROOMS AND BATHROOM.

Inspect conditions at SHERIFF PRETORIA EAST, FEHRS AVENUE CENTRE, 130 B STRUBEN STREET, PRETORIA.

(SGD) J A ALHEIT, MACROBERT DE VILLIERS LUNNON & TINDALL INC. Tel. 328 6770 x 313. N1/B-M01127 (451331)/JAA/M Oliphant.

CASE NUMBER: 71856/95

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

In the matter between: **ABSA BANK LIMITED** (VOLKSKAS DIVISION), Plaintiff, and **JOHANNES ROELOF ETSEBETH,** Defendant

A sale in will be held at FEHRS LANE CENTRE, 130B STRUBEN STREET, PRETORIA, on WEDNESDAY, 31 JANUARY 1996 at 10H00 of:

SECTION 2 as shown on Sectional Plan Number SS 419/1991 in the building ERF 4111 GARSFONTEIN situate at ERF 4111 GARSFONTEIN EXTENSION 11 Township, Local Authority City Council of Pretoria measuring 144 square metres; and

An undivided share in the common property in the land and building held under Deed of Transfer Number ST 1960/94 dated 12 January 1994.

Known as SECTION 2 "ERF 4111 GARSFONTEIN" (DUET NO. 2), 782 TIERVIS STREET, GARSFONTEIN EXTENSION 11.

Particulars are not guaranteed:

DUET WITH LOUNGE, DINNINGROOM, KITCHEN, THREE BEDROOMS, ONE BATHROOM (BATH/TOILET), TOILET/SHOWER, SCULLERY, LAUNDRY & GARAGE.

Inspect Conditions at SHERIFF PRETORIA EAST, FEHRS LANE CENTRE, 130B STRUBEN STREET, PRETORIA.

(SGD) J A ALHEIT, MACROBERT DE VILLIERS LUNNON & TINDALL INC. TEL. 328 6770. REF: N1/A-M01128/JAA/J S Herbst.

CASE NUMBER: 69627/95

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

In the matter between: **A B S A BANK LIMITED** (ALLIED DIVISION), Plaintiff, and **JOHANNES LODEWIKUS EBERTSOHN,** Defendant

A sale will be held at 845 VERENA STREET, FAERIE GLEN EXTENSION 24, PRETORIA on WEDNESDAY 31 JANUARY 1996 at 12H00 of:

ERF 3275 FAERIE GLEN EXTENSION 24 TOWNSHIP, Registration Division: J R TRANSVAAL, MEASURING: 1 468 square metres, Known as 845 VERENA STREET, FAERIE GLEN EXTENSION 24.

Particulars are not guaranteed.

ERF 3275 FAERIE GLEN EXTENSION 24 WHICH PROPERTY IS IMPROVED WITH TWO SEPARATE BUILDINGS EACH CONSISTING OF ENTRANCE HALL, LOUNGE, FAMILY ROOM, DINNINGROOM, KITCHEN, THREE BEDROOMS, TWO BATHROOMS, SCULLERY & DOUBLE GARAGE.

Inspect conditions at SHERIFF PRETORIA EAST, FEHRS LANE CENTRE, 130B STRUBEN STREET, PRETORIA.

(SGD) J A ALHEIT, MACROBERT DE VILLIERS LUNNON & TINDALL INC. TEL. 328 6770. REF: N1/A-451286/JAA/J S Herbst.

CASE NUMBER: 70903/95

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

In the matter between: **ABSA BANK LIMITED** (TRUSTBANK DIVISION), Plaintiff, and **HLUPHEKO DAVID NDLOVU,** Defendant

A sale will be held at FEHRS LANE CENTRE, 130B STRUBEN STREET, PRETORIA on WEDNESDAY 31 JANUARY 1996 AT 10H00 of:

ERF 818 in the town CONSTANTIA PARK EXTENSION 2, Registration Division: J R TRANSVAAL, MEASURING: 1 428 square metres, Known as 569 RUDOLF STREET, CONSTANTIA PARK EXTENSION 2

Particulars are not guaranteed:

DWELLING WITH ENTRANCE HALL, LOUNGE, DINNINGROOM, KITCHEN, FOUR BEDROOMS, TWO BATHROOMS, DOUBLE GARAGE, STAFF ROOM AND TOILET.

Inspect conditions at SHERIFF PRETORIA EAST, FEHRS LANE CENTRE, 130B STRUBEN STREET, PRETORIA.

(SGD) J A ALHEIT, MACROBERT DE VILLIERS LUNNON & TINDALL INC. TEL. 328 6770. REF: N1/A-451296/JAA/J S Herbst.

CASE NUMBER: 7652/95

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

In the matter between: **ABSA BANK LIMITED** (United Division), Plaintiff, and **LEHLOKWA FRANS PETJA,** 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 2 FEBRUARY 1996 at 11h00 of:

ERF 2212 THE ORCHARDS EXTENSION 13 TOWNSHIP, Registration Division: J R TRANSVAAL, MEASURING: 938 square metres, Known as 285 PEPERBOOM STREET, THE ORCHARDS EXTENSION 13.

Particulars are not guaranteed:

DWELLING WITH LOUNGE, DINNINGROOM, KITCHEN, THREE BEDROOMS & BATHROOM.

Inspect Conditions at Sheriff Wonderboom, Portion 83, De Onderstepoort (just North of SASKO Mills), Old Warmbaths Road, Bon Accord.

(SGD) J A ALHEIT, MACROBERT DE VILLIERS LUNNON & TINDALL INC. TEL. 328 6770. REF: N1/A-451247/JAA/J S Herbst.

Saaknr.: 34231/95

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN PRETORIA GEHOU TE PRETORIA

In die saak tussen **STADSRAAD VAN PRETORIA,** Eksekusieskuldeiser, en **D J VAN BLOMMESTEIN,** Eksekusieskuldenaar

Kragtens 'n uitspraak in die hof van die Landdros Pretoria en 'n Lasbrief vir Eksekusie gedateer 16 AUGUSTUS 1995 sal die onderstaande eiendom om 10:00 op 31 JANUARIE 1996 te die kantoor van die BALJU VAN DIE LANDDROSHOF PRETORIA-OOS, FEHRSLAANSENTRUM, STRUBENSTRAAT 130B, PRETORIA geregtelik verkoop word aan die hoogste bieër, naamlik:

Die eiendom wat verkoop word bestaan uit: Erf 57 geleë in die dorpsgebied ERASMUSKLOOF UITBREIDING 3, PRETORIA, 1124 (EENDUISEND, EENHONDERD VIER-EN-TWINTIG) vierkante meter groot, Registrasie afdeling JR Transvaal—bekend as LOISLAAN 458, ERASMUSKLOOF UITBREIDING 3, PRETORIA.

Gesoneer vir WOONHUIS en BUITEGEBOUE.

BESKRYWING: Woonhuis bestaande uit: SITKAMER, EETKAMER, KOMBUIS, TV-KAMER, TOILET X2, BADKAMERS X2, SLAAPKAMERS X4. *BUITEGEBOUE:* MOTORHUIS X2.

VERBANDHOUER(S): NBS BANK, NBS-GEBOU, PRETORIUSSTRAAT 101, PRETORIA.

TERME: Die verkoopsvoorwaardes wat op die verkoping betrekking het, lê ter insae by die BALJU VAN DIE LANDDROS-HOF, PRETORIA-OOS, FEHRSLAANSENTRUM, STRUBENSTRAAT 130B, PRETORIA.

Die belangrikste voorwaardes daarin vervat is die volgende:

'n Kontant deposito van 10% van die koopprys is betaalbaar op die dag van die veiling, die balans verseker te word by wyse van 'n Bank of Bougenootskap waarborg in 'n vorm aanvaarbaar vir Eiser se prokureur en wat betaalbaar moet wees teen registrasie van transport in die koper se naam.

GEDATEER te PRETORIA op hede die 2de dag van JANUARIE 1996.

DYASON, EISER SE PROKUREURS, DYASON, LEOPONT, KERKSTRAAT-OOS 451, PRETORIA. VERW: MNR LOURENS/MEV BOTHA/VF0512.

Saaknr.: 4334/95

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **STADSRAAD VAN PRETORIA,** Eksekusieskuldeiser, en **J P SERDYN,** Eksekusieskuldenaar

Kragtens 'n uitspraak in die hof van die Landdros Pretoria en 'n Lasbrief vir Eksekusie gedateer 20 MAART 1995 sal die onderstaande eiendom om 10:00 op 31 JANUARIE 1996 te die kantoor van die BALJU VAN DIE LANDDROSHOF PRETORIA-OOS, FEHRSLAANSENTRUM, STRUBENSTRAAT 130B, PRETORIA geregtelik verkoop word aan die hoogste bieër, naamlik:

Die eiendom wat verkoop word bestaan uit: Erf 2936 geleë in die dorpsgebied GARSFONTEIN UITBREIDING 10, Registrasie afdeling JR Transvaal—bekend as CANISLAAN 675, GARSFONTEIN X10, PRETORIA. Gesoneer vir WOONHUIS en BUITEGEBOUE.

BESKRYWING: Woonhuis bestaande uit: SITKAMER, EETKAMER, KOMBUIS, TV-KAMER, TOILET X3, BADKAMERS X2, SLAAPKAMERS X4, STUDEERKAMER, KROEG. *BUITEGEBOUE:* MOTORHUISE X2, LAPA, BEDIENDEKAMER, TOILET/BADKAMER.

VERBANDHOUER(S):

1. S A PERM, ESSELENSTRAAT 272, SUNNYSIDE.

2. STANDARD BANK BEPERK, MOMENTUMSENTRUM, 5DE VLOER, WESTORING, PRETORIUSSTRAAT, PRETORIA.

TERME: Die verkoopsvoorwaardes wat op die verkoping betrekking het, lê ter insae by die BALJU VAN DIE LANDDROS-HOF, PRETORIA-OOS, FEHRSLAANSENTRUM, STRUBENSTRAAT 130B, PRETORIA.

Die belangrikste voorwaardes daarin vervat is die volgende:

'n Kontant deposito van 10% van die koopprys is betaalbaar op die dag van die veiling, die balans verseker te word by wyse van 'n bank of bougenootskap waarborg in 'n vorm aanvaarbaar vir Eiser se prokureur en wat betaalbaar moet wees teen registrasie van transport in die koper se naam.

GEDATEER te PRETORIA op hede die 2de dag van JANUARIE 1996.

DYASON, EISER SE PROKUREURS, DYASON, LEOPONT, KERKSTRAAT-OOS 451, PRETORIA. VERW: MNR LOURENS/MEV BOTHA/VF0514.

Saaknr.: 55592/95

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN PRETORIA GEHOU TE PRETORIA

In die saak tussen **STADSRAAD VAN PRETORIA,** Eksekusieskuldeiser, en **J J WESTERDUIN,** Eksekusieskuldenaar

Kragtens 'n uitspraak in die hof van die Landdros Pretoria en 'n Lasbrief vir Eksekusie gedateer 4 OKTOBER 1995 sal die onderstaande eiendom om 10:00 op 31 JANUARIE 1996 te die kantoor van die BALJU VAN DIE LANDDROSHOF PRETORIA-OOS, FEHRSLAANSENTRUM, STRUBENSTRAAT 130B, PRETORIA geregtelik verkoop word aan die hoogste bieër, naamlik:

Die eiendom wat verkoop word bestaan uit: GEDEELTE 4 VAN ERF 581, geleë in die dorpsgebied NEWLANDS, PRETORIA, 1 310 (EENDUISEND, DRIEHONDERD EN TIEN) vierkante meter groot, Registrasie afdeling JR Transvaal—bekend as LOSKOPSTRAAT 129, NEWLANDS, PRETORIA. Gesoneer vir WOONHUIS en BUITEGEBOUE.

BESKRYWING: ONVERBETERDE EIENDOM.

VERBANDHOUER(S): ABSA BANK BEPERK, 20STE VLOER, VOLKSKASGEBOU, VAN DER WALTSTRAAT 230, PRETORIA.

TERME: Die verkoopsvoorwaardes wat op die verkoping betrekking het, lê ter insae by die BALJU VAN DIE LANDDROSHOF, PRETORIA-OOS, FEHRSLAANSENTRUM, STRUBENSTRAAT 130B, PRETORIA.

Die belangrikste voorwaardes daarin vervat is die volgende:

'n Kontant deposito van 10% van die koopprys is betaalbaar op die dag van die veiling, die balans verseker te word by wyse van 'n Bank of Bougenootskap waarborg in 'n vorm aanvaarbaar vir Eiser se prokureur en wat betaalbaar moet wees teen registrasie van transport in die koper se naam.

GEDATEER te PRETORIA op hede die 2de dag van JANUARIE 1996.

DYASON, EISER SE PROKUREURS, DYASON, LEOPONT, KERKSTRAAT-OOS 451, PRETORIA. VERW: MNR LOURENS/MEV BOTHA/VF0513.

Saaknr.: 33750/95

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN PRETORIA GEHOU TE PRETORIA

In die saak tussen **STADSRAAD VAN PRETORIA,** Eksekusieskuldeiser, en **VAN DER WALT FAMILIETRUST,** Eksekusieskuldenaar

Kragtens 'n uitspraak in die hof van die Landdros Pretoria en 'n Lasbrief vir Eksekusie gedateer 15 AUGUSTUS 1995, sal die onderstaande eiendom om 10:00 op 31 JANUARIE 1996 te die kantoor van die BALJU VAN DIE LANDDROSHOF PRETORIA-OOS, FEHRSLAANSENTRUM, STRUBENSTRAAT 130B, PRETORIA geregtelik verkoop word aan die hoogste bieër, naamlik:

Die eiendom wat verkoop word bestaan uit: Erf 3327 geleë in die dorpsgebied FAERIE GLEN UITBREIDING 24, PRETORIA, 1 041 (EENDUISEND, EEN-EN-VEERTIG) vierkante meter groot, Registrasie afdeling JR Transvaal—bekend as SKUKUZASTRAAT 762, FAERIE GLEN UITBREIDING 24, PRETORIA.

Gesoneer vir WOONHUIS EN BUITEGEBOUE.

BESKRYWING: ONVERBETERDE EIENDOM.

VERBANDHOUER(S): NBS BANK, NBS-GEBOU, PRETORIUSSTRAAT 101, PRETORIA.

TERME: Die verkoopsvoorwaardes wat op die verkoping betrekking het, lê ter insae by die BALJU VAN DIE LANDDROSHOF, PRETORIA-OOS, FEHRSLAANSENTRUM, STRUBENSTRAAT 130B, PRETORIA.

Die belangrikste voorwaardes daarin vervat is die volgende:

'n Kontant deposito van 10% van die koopprys is betaalbaar op die dag van die veiling, die balans verseker te word by wyse van 'n Bank- of Bougenootskap waarborg in 'n vorm aanvaarbaar vir Eiser se prokureur en wat betaalbaar moet wees teen registrasie van transport in die koper se naam.

GEDATEER te PRETORIA op hede die 2de dag van JANUARIE 1996.

DYASON, EISER SE PROKUREURS, DYASON, LEOPONT, KERKSTRAAT-OOS 451, PRETORIA. VERW: MNR LOURENS/MEV BOTHA/VF0499.

Saaknr.: 45365/95

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN PRETORIA GEHOU TE PRETORIA

In die saak tussen **STADSRAAD VAN PRETORIA,** Eksekusieskuldeiser, en **R K MOSTERT,** Eksekusieskuldenaar

Kragtens 'n uitspraak in die hof van die Landdros Pretoria en 'n Lasbrief vir Eksekusie gedateer 25 AUGUSTUS 1995 sal die onderstaande eiendom om 10:00 op 31 JANUARIE 1996 te die kantoor van die BALJU VAN DIE LANDDROSHOF PRETORIA-OOS, FEHRSLAANSENTRUM, STRUBENSTRAAT 130B, PRETORIA geregtelik verkoop word aan die hoogste bieër, naamlik:

Die eiendom wat verkoop word bestaan uit: GEDEELTE 4 VAN ERF 2024, geleë in die dorpsgebied FAERIE GLEN UITBREIDING 3, PRETORIA, 819 (AGTHONDERD EN NEGENTIEN) vierkante meter groot, Registrasie afdeling JR Transvaal—bekend as GOYASINGEL 6, FAERIE GLEN UITBREIDING 3, PRETORIA. Gesoneer vir WOONHUIS.

BESKRYWING: ONVERBETERDE EIENDOM.

VERBANDHOUER(S): NEDCOR BANK BEPERK, POSBUS 113, PRETORIA.

TERME: Die verkoopsvoorwaardes wat op die verkoping betrekking het, lê ter insae by die BALJU VAN DIE LANDDROSHOF, PRETORIA-OOS, FEHRSLAANSENTRUM, STRUBENSTRAAT 130B, PRETORIA.

Die belangrikste voorwaardes daarin vervat is die volgende:

'n Kontant deposito van 10% van die koopprys is betaalbaar op die dag van die veiling, die balans verseker te word by wyse van 'n Bank of Bougenootskap waarborg in 'n vorm aanvaarbaar vir Eiser se prokureur en wat betaalbaar moet wees teen registrasie van transport in die koper se naam.

GEDATEER te PRETORIA op hede die 2de dag van JANUARIE 1996.

DYASON, EISER SE PROKUREURS, DYASON, LEOPONT, KERKSTRAAT-OOS 451, PRETORIA. VERW: MNR LOURENS/MEV BOTHA/VF0507.

CASE NO. 18286/94

IN THE SUPREME COURT OF SOUTH AFRICA
(TRANSVAAL PROVINCIAL DIVISION)

NEDCOR BANK LIMITED, PLAINTIFF, **PHAHLELA SOLOMON NGOBENI,** DEFENDANT

A Sale in Execution of the undermentioned property is to be held without reserve at THE OFFICES OF THE SHERIFF WONDERBOOM/SOSHANGUVE, PORTION 83 DE ONDERSTEPOORT, (NORTH OF THE SASKO MILLS), OLD WARM-BATHS ROAD, BON ACCORD on FRIDAY the 2ND day of FEBRUARY 1996 at 11 H 00.

Full conditions of sale can be inspected at the Sheriff WONDERBOOM/SOSHANGUVE and will be read out prior to the Sale.

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

PROPERTY: ALL THE RIGHT, TITLE AND INTEREST TO THE LEASEHOLD IN RESPECT OF: ERF 10720 MAMELODI TOWNSHIP.

IMPROVEMENTS: 2 BEDROOMS, KITCHEN, LOUNGE.

HACK STUPEL & ROSS, ATTORNEYS FOR THE PLAINTIFF, P O BOX 2000, PRETORIA. TEL: (012) 325-4185. OUR REF: MR B DU PLOOY/LVDM/GT1908.

CASE NO. 19215/95

IN THE SUPREME COURT OF SOUTH AFRICA
(TRANSVAAL PROVINCIAL DIVISION)

NEDCOR BANK LIMITED, PLAINTIFF, and **WILLIAM MOENG KWELE,** DEFENDANT

A Sale in Execution of the undermentioned property is to be held without reserve at MAGISTRATE'S COURT, DELVILLE STREET, WITBANK on FRIDAY the 2ND day of FEBRUARY, 1996 at 10H00.

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: ERF 2035 KWA-GUQA EXTENSION 4 TOWNSHIP REGISTRATION DIVISION JS TRANSVAAL.

IMPROVEMENTS: SINGLE STOREY—2 BEDROOMS, KITCHEN, LOUNGE.

HACK STUPEL & ROSS, ATTORNEYS FOR THE PLAINTIFF, P O BOX 2000, PRETORIA. TEL: (012) 325-4185. OUR REF: MR B DU PLOOY/LVDM/GT2708.

CASE NO. 95/13454

SALE IN EXECUTION

In the matter between: **GEOPRACTICA CC,** Plaintiff, and **JANSSEN LOTHAR,** Defendant

IN EXECUTION OF A PROVISIONAL SENTENCE 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, 1st Floor Lochner Park c/o Richards Drive & Futtie Street, Halfway House at 14:30 on Wednesday 31 January 1996, 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 54 KYALAMI ESTATE REGISTRATION DIVISION J R GAUTENG.

AREA: 1 065 (One Thousand and Sixty Five) Square Metres.

SITUATION: 54 MILNERTON STREET, KYALAMI ESTATE.

IMPROVEMENTS (not guaranteed): A house under tiled roof consisting of 3 bedrooms, 2 bathrooms, kitchen, lounge, diningroom, study, double garage, servants quarters, with beautiful walled garden and electric gate, within security controlled area.

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

DATED at SANDTON on 4 January 1996.

A. FEELY, Plaintiff's Attorney, 36 Robin Drive, FOURWAYS, 2055. Tel: 465-7911. Fax: 705-1098.

SAAK 102/95

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN CULLINAN GEHOU TE CULLINAN

In die saak tussen **STADSRAAD VAN RAYTON,** EISER, EN **Y LAMPRECHT,** VERWEERDER

INGEVOLGE 'n uitspraak van bogenoemde Hof en Lasbrief vir Eksekusie gedateer 4DE JULIE 1995 sal die hieronder-vermelde eiendom geregtelik verkoop word op die *26 JANUARIE 1996 om 11:00 te LANDDROSKANTOOR, SKOOLPAD, CULLINAN* aan wie die hoogste aanbod maak:

ERF 228 RAYTON, REGISTRASIE AFDELING J.R., TRANSVAAL, GROOT 1115 VIERKANTE METER, GEHOU KRAGTENS AKTE VAN TRANSPORT No. T. 25789/93. Bekend as Pêrelstraat 49, RAYTON.

Volgens inligting wat Eiser kon bekom is die sonering van die eiendom residensieel in 'n geproklameerde dorp en is die eiendom verbeter met basiese munisipale dienste en is verder verbeter met 'n 3 slaapkamerwoonhuis bestaande uit sit/eetkamer, kombuis/opwasplek, naaldwerkkamer, 2 badkamers en 1 buite-toilet met motorhuis—oppervlakte 140.93 vierkante meter. Geen waarborge word egter verstrek nie.

Die Verkoopsvoorwaardes wat onmiddellik voor die verkoping geplaas word, lê ter insae te die kantore van die Balju te Madeliefiestraat nr. 11, Riamarpark, Bronkhorstspruit.

Die Gesegde verkoopsvoorwaardes 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 21ste Desember 1995.

MNR C. J. VAN DER MERWE, VAN DER MERWE PROKUREURS, TULLEKENSTRAAT 27, BEREA, PRETORIA. VERW: MNR V/D MERWE/AVDM.

CASE 299/95

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

In the matter between **GERT JOACHIM SNYMAN,** PLAINTIFF, and **PIETER JACOBUS CHRISTOFFEL STEPHANES FOUCHE,** DEFENDANT

A Sale in execution of the property described hereunder will be held in front of the Magistrate's Court, Tautes Avenue Groblersdal at 10h00 on the 16th February 1996.

PROPERTY NR 1: PORTION 957 OF THE FARM LOSKOP NOORD 12, Registration Division J.S., PROVINCE OF MPUMALANGA; MEASURING: 126,6546 (ONE HUNDRED AND TWENTY SIX comma SIX FIVE FOUR SIX) Hectare. HELD by virtue of Deed of Transfer Nr T36076/1991. *NO IMPROVEMENTS ON PROPERTY NR 1.*

PROPERTY NR 2: PORTION 140 OF THE FARM LOSKOP NOORD 12, Registration Division J.S., PROVINCE OF MPUMALANGA; MEASURING: 30,4405 (THIRTY comma FOUR FOUR NIL FIVE) Hectares. HELD by virtue of Deed of Transfer Nr T36076/1991.

IMPROVEMENTS ON PROPERTY NR 2: The following particulars are furnished but not guaranteed: Four bedroomed dwelling with tiled roof, 2 bathrooms, livingroom and lounge, kitchen, scullery, storeroom, open garage for four vehicles, 2 servant's rooms and storehouse.

The conditions of sale may be inspected at the office of the Sheriff Groblersdal, Eind Street Groblersdal.

THE MATERIAL CONDITIONS OF SALE ARE AS FOLLOWS:

1. The property shall be sold without reserve and to the highest bidder.

2. The purchaser shall pay 10% of the purchase price on date of the sale and the balance of the purchase price together with interest must be guaranteed within 14 (fourteen) days after date of sale, by way of an approved Bank- or Building Society Guarantee.

3. Neither the Plaintiff, the Sheriff or the Auctioneer gives any warranty as to the state of the property sold. The property is deemed to have been purchased "Voetstoots". The property is sold in accordance with the Title Deed and Diagrams (if any) and neither the plaintiff nor the Sheriff or the auctioneer warrants the area thereof. They shall not be liable for any deficiency therein nor shall the Plaintiff or the Defendant be entitled to benefit by any excess which may exist.

4. The purchase of the property is subject to the confirmation thereof by all bond holders.

5. The sale shall be subject to the terms and conditions of the Magistrate's Court Act no 32 of 1944 as amended and the Rules made thereunder.

THUS DONE AND SIGNED AT GROBLERSDAL ON THE 2nd DAY OF JANUARY 1996.

CONNIE DE BEER, ATTORNEY FOR THE PLAINTIFF, 6 GROBLERSDAL SAKESENTRUM BUILDING, 9 HEREFORD STREET, P.O. BOX 18, GROBLERSDAL, 0470. TEL: (01202) 3585/6. FAX: (01202) 3717. REF: MRS DE BEER/S120.

SAAK 299/95

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN GROBLERSDAL GEHOU TE GROBLERSDAL

In die saak tussen **GERT JOACHIM SNYMAN,** EISER, en **PIETER JACOBUS CHRISTOFFEL STEPHANES FOUCHE,** VERWEERDER

'n Verkoping in eksekusie van die eiendom hieronder beskrywe sal gehou word voor die GROBLERSDAL Landdroskantoor, Tauteslaan Groblersdal om 10H00 op 16 Februarie 1996.

EIENDOM NR 1: GEDEELTE 957 VAN DIE PLAAS LOSKOP NOORD 12, Registrasie Afdeling J.S., PROVINSIE VAN MPUMALANGA. GROOT: 126,6546 (EENHONDERD SES EN TWINTIG komma SES VYF VIER SES) Hektaar. GEHOU kragtens Akte van Transport Nr T36076/1991. *GEEN VERBETERINGS OP EIENDOM 1.*

EIENDOM NR 2: GEDEELTE 140 VAN DIE PLAAS LOSKOP NOORD 12, Registrasie Afdeling J.S., PROVINSIE VAN MPUMALANGA. GROOT: 30,4405 (DERTIG komma VIER VIER NUL VYF) Hektaar. GEHOU kragtens Akte van Transport Nr T36076/1991.

VERBETERINGS OP EIENDOM 2: Die volgende besonderhede word verstrek maar nie gewaarborg nie: Vier slaapkamer woning met teëldak, 2 badkamers, sit- en eetkamer, kombuis, spens, pakkamer, afdak vir vier motors, 2 bediendekamers, stoor.

Die verkoopsvoorwaardes sal ter insae lê by die kantoor van die Balju van die Landdroshof Groblersdal, Eindstraat, Groblersdal.

DIE VERNAAMSTE VERKOOPSVOORWAARDES IS AS VOLG:

1. Die eiendom sal sonder reserwe aan die hoogste bieër verkoop word.

2. Die koper sal 10% van die volle koopsom onmiddellik by aangaan van die koop betaal en die balans van die koopprys tesame met rente moet binne 14 (veertien) dae na datum van verkoop verseker word d.m.v. 'n goedgekeurde bank- en/of bougenootskapswaarborg.

3. Die eksekusieskuldeiser, die Balju of Afslaer waarborg nie die toestand van die eiendom wat verkoop word nie en die eiendom word voetstoots verkoop. Die eiendom word verkoop in ooreenstemming met en onderhewig aan al die voorwaardes van die Transportakte en Kaart (indien enige) daarvan en nog nie die Eiser nog die Balju of Afslaer waarborg die grootte daarvan. Hulle sal nie verantwoordelik wees vir enige tekort of gebrek t.o.v. die eiendom nie en nog die eksekusieskuldeiser of die eksekusieskuldenaar sal geregtig wees om aanspraak te maak op enige oorskot wat mag bestaan nie.

4. Die verkoping sal onderhewig wees aan die bekragtiging van die betrokke verkoop deur alle verbandhouers oor die eiendom.

5. Die verkoping sal verder geskied onderhewig aan die voorwaardes en reëls soos neergelê deur die Wet op Landdroshowe, Wet 32 van 1944.

GETEKEN TE GROBLERSDAL OP HIERDIE 2de DAG VAN JANUARIE 1996.

CONNIE DE BEER, PROKUREUR VIR DIE VONNISSKULDEISER, GROBLERSDAL SAKESENTRUM GEBOU 6, HEREFORDSTRAAT 9, POSBUS 18, GROBLERSDAL, 0470. TELEFOON: (01202) 3585/6. FAX: (01202) 3717. VERWYSING: MEV DE BEER/S120.

CASE 14177/95

SUPREME COURT
(TRANSVAAL PROVINCIAL DIVISION)

In the matter between **STANDARD BANK,** Plaintiff, and **FALCONDALE (PROP) LTD,** First Defendant, **VICTOR STANLEY SOUTHERN,** Second Defendant, and **PATRICIA ISABEL SOUTHERN,** Third Defendant

In execution of a judgment of the Supreme Court of South Africa, (Transvaal Provincial Division), in the abovementioned suit, the following property without a reserve will be sold in execution to the highest bidder, to be held on 2nd February 1996, at 10h00 at the office of the Sheriff, Farm Latwai, Rocky Drift, District White River.

PORTION 29 of the Farm CURLEWS SETTLEMENT 100, Registration Division J.U. Transvaal. MEASURING: 15,8871 (FIFTEEN comma EIGHT EIGHT SEVEN ONE) hectare. HELD by First Defendant by virtue of Deed of Transport No. T.48258/1981. SITUATED at 29 Plaston Farm Curlews, White River. On the Rocky Drift/Plaston tar road ± 7 km from the Rocky Drift turnoff (For further directions/information contact Hantie or Hester at the office of the Sheriff White River telephone number 01311/581221).

The following information is furnished, though in this respect nothing is guaranteed: Dwelling house with corrugated iron roof, consisting of 4 bedrooms, lounge, dining-room, family room, kitchen, laundry, bathroom, shower and toilet. 3 Garages. 2 Stores.

TERMS: Ten percent of the purchase price in cash on the day of the sale, the balance against Transfer, to be secured by a Bank or Building Society Guarantee, to be furnished to the Sheriff within 30 (Thirty) days after the date of the sale.

CONDITIONS: The Conditions of Sale may be inspected at this office or at the office of the Sheriff, Supreme Court WHITE RIVER.

A HOLTZHAUSEN, MACROBERT DE VILLIERS LUNNON & TINDALL INC., Tel: 325-1501, 348 Standard Bank Centre, 291 Church Street, PRETORIA. REF: R3/447916/ldw.

SAAKNOMMER: 6265/95

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(TRANSVAALSE PROVINSIALE AFDELING)

In die saak tussen **SAAMBOU BANK BEPERK voorheen bekend as SAAMBOU NASIONALE BOUVERENIGING BEPERK,** EISER, EN **MOKGOPA NICODIMUS MOTAUNG N.O.,** VERWEERDER

GELIEWE KENNIS TE NEEM dat ingevolge 'n uitspraak van bogemelde Agbare Hof op 18 MEI 1995 en 'n Lasbrief vir Eksekusie wat daaropvolgend gemagtig is, sal die eiendom hieronder genoem in eksekusie op die 2de FEBRUARIE 1996 om 11H00 by die kantoor van die Balju, SOSHANGUVE, Gedeelte 83, De Onderstepoort, (net Noord van Sasko Meule), Ou Warmbadpad, Bon Accord, aan die hoogste bieder verkoop word:

Sekere: ERF 110, geleë te SOSHANGUVE-CC, REGISTRASIE AFDELING J.R., TRANSVAAL.

Groot: 521 (VYFHONDERD EEN EN TWINTIG) vierkante meter.

Gehou: Gehou kragtens Akte van Transport T. 65621/92.

Die beboude eiendom word beskryf as 'n residensiële standplaas met woonhuis wat bestaan uit een verdieping naamlik: Sit-/Eetkamer, 2 Slaapkamers, badkamer en waskamer.

Die wenslike verkoopsvoorwaardes is:

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

(b) Onmiddellik na die verkoping sal die Koper die verkoopsvoorwaardes onderteken, wat ter insae is te die kantoor van die Balju van die Hof, Wonderboom/Soshanguve.

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

(d) Die Koper moet 'n deposito van 10% van die koopprys in kontant by ondertekening van die verkoopsvoorwaardes betaal, die balans betaalbaar by transport en verseker te word deur 'n waarborg van 'n Bank of Bouvereniging wat deur die Eiser se Prokureur goedgekeur is, die waarborg aan die Balju van die Hooggeregshof, binne 14 (VEERTIEN) dae na die verkoping verstrek te word.

(e) Die Koper moet die afslaersgelde op die dag van die verkoping betaal.

Die volledige verkoopsvoorwaardes lê ter insae te die kantoor van die Balju, Wonderboom/Soshanguve.

GETEKEN te PRETORIA hierdie 3de dag van JANUARIE 1996.

G.F.T. SNYMAN, vir VAN DER WALT & HUGO, VOLKSKASSENTRUM 1030, VAN DER WALTSTRAAT, PRETORIA. VERW: MNR SNYMAN/Marie/R9887.

CASE NO: 14684/95

IN THE SUPREME COURT OF SOUTH AFRICA
(TRANSVAAL PROVINCIAL DIVISION)

IN THE MATTER BETWEEN: **ESKOM FINANCE COMPANY (PTY) LTD,** PLAINTIFF, AND **ROSINA MAKANYANE N.O.,** DEFENDANT

A sale by public auction without a reserve price will be held by the sheriff: OBERHOLZER, at the MAGISTRATE'S COURT, VAN ZYL SMIT STREET, OBERHOLZER, on 2 FEBRUARY 1996 at 10H00, of the following property:

ERF 7521 (FORMERLY ERF 14) KHUTSONG EXTENSION 1 TOWNSHIP, REGISTRATION DIVISION I.Q., TRANSVAAL: MEASURING: 339 SQUARE METRES: HELD BY MOKATLE FRANS MAKANYANE UNDER CERTIFICATE OF REGISTERED GRANT OF LEASEHOLD NO TL 6643/89.

STREET ADDRESS: STAND 7521 (FORMERLY STAND 14) 14 TSHUKUDU, KHUTSONG EXTENSION 1 TOWNSHIP, CARLETONVILLE, TRANSVAAL.

Improvements on the property: LOUNGE, 3 BEDROOMS, KITCHEN, BATHROOM/TOILET, SINGLE-STOREY DWELLING-HOUSE.

The nature, extent and improvements are not guaranteed.

Inspect the conditions of sale at the Sheriff's offices at CENTRAL AVENUE, PLOT 39 WATERS EDGE, OBERHOLZER.

ROOTH & WESSELS, PLAINTIFF'S ATTORNEYS, 38 CHURCH SQUARE, PRETORIA. REF: MR N K PETZER/lm. TEL: (012) 325-2940.

Case No. 95/11124
PH 222

SUPREME COURT OF SOUTH AFRICA
(WITWATERSRAND LOCAL DIVISION)

In the matter between NBS BANK LIMITED (Reg. No. 87/01384/06), Plaintiff, and De Klerk, Pieter Willem Adriaan, Defendant

In execution of a judgment of the Supreme Court of South Africa, (Witwatersrand Local Division), in the abovementioned suit, a sale without reserve will be held at the Offices of the Sheriff of the Supreme Court, Alberton, at 1st Floor, Terrace Building, 1 Eaton Terrace, New Redruth, Alberton, on TUESDAY the 30TH JANUARY 1996, at 10h00, 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: Erf 38, Raceview Township, Registration Division I.R., Transvaal, Measuring 1251 (One Thousand Two Hundred and Fifty One) Square Metres.

Held under Deed of Transfer No. T.40733/1993, and situated at 52 Hespesus Street, Raceview, Alberton, 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 a lounge, diningroom, study, three bedrooms, two bathrooms, two W.C.'s. Outbuildings consist of a single garage, a carport and a W.C. The boundary has concrete walls.

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% of the purchase price is to be paid in cash on the day of the sale, the balance of the purchase price bid, together with interest thereon at the rate of 19.25% per annum with effect from the date of sale, shall be paid or secured by a Bank or Building Society guarantee, to be approved by the Plaintiff's Attorneys, to be furnished to the Sheriff within fourteen (14) days after the date of sale. Auctioneer's charges, payable on the day of the sale, to be paid by the purchaser.

Conditions: The Conditions of sale may be inspected at the office of the Sheriff of the Supreme Court, Alberton, First Floor, Terrance Building, 1 Eaton Terrance, New Redruth, Alberton.

DATED AT JOHANNESBURG ON THIS 6TH DAY OF DECEMBER 1995.

MOODIE & ROBERTSON, Attorneys for Plaintiff, 5th Floor, African Life Centre, 111 Commissioner Street, JOHANNESBURG (P.O. Box 4685). Tel: 333-6114. Ref: Mr. Johnson/N86086.

CASE NO. 95/14203
PH 222

SUPREME COURT OF SOUTH AFRICA

(WITWATERSRAND LOCAL DIVISION)

In the matter between **NBS BANK LIMITED** (Reg. No. 87/01384/06), Plaintiff, and **JOUBERT: JAN GIDEON,** First Defendant, and **JOUBERT: MARGARET,** Second Defendant

In execution of a Judgment of the Supreme Court of South Africa, (Witwatersrand Local Division), in the abovementioned suit, a sale without reserve will be held at the Offices of the Sheriff of the Supreme Court, Alberton, at First Floor, Terrace Building, 1 Eaton Terrace, New Redruth, Alberton, on TUESDAY the 30TH JANUARY 1996, at 10h00, 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: Erf 1540, Verwoerd Park Ext. 3 Township, Registration Division I.R., Transvaal, Measuring 880 (Eight Hundred and Eighty) Square Metres.

Held under Deed of Transfer No. T.31937/1988, and situate at 8 Richard Avenue, Verwoerd Park, Alberton, 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 a lounge, entrance hall, diningroom, kitchen, four bedrooms, two bathrooms, one shower, two W.C.'s. Outbuildings consist of a garage, one servant's quarter and one W.C. The boundary has concrete walls.

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% of the purchase price is to be paid in cash on the day of the sale, the balance of the purchase price bid, together with interest thereon at the rate of 19.25% per annum with effect from the date of sale, shall be paid or secured by a Bank or Building Society guarantee, to be approved by the Plaintiff's Attorneys, to be furnished to the Sheriff within fourteen (14) days after the date of sale. Auctioneer's charges, payable on the day of the sale, to be paid by the purchaser.

Conditions: The Conditions of sale may be inspected at the office of the Sheriff of the Supreme Court, Alberton, First Floor, Terrace Building, 1 Eaton Terrace, New Redruth, Alberton.

DATED AT JOHANNESBURG ON THIS 22nd DAY OF NOVEMBER 1995.

MOODIE & ROBERTSON, Attorneys for Plaintiff, 5th Floor, African Life Centre, 111 Commissioner Street, JOHANNESBURG (P.O. Box 4685). Tel: 333-6114. Ref: Mr. Johnson/N86392.

CASE NO: 15528/1995

IN THE SUPREME COURT OF SOUTH AFRICA

(TRANSVAAL PROVINCIAL DIVISION)

IN THE MATTER BETWEEN **NEDCOR BANK LIMITED** (FORMERLY NEDPERM BANK LIMITED), PLAINTIFF, AND **MOMENTUM BATETRUST LIMITED N.O.,** FIRST DEFENDANT AND **CHERYL DAWN COSTA,** SECOND DEFENDANT

A sale by public auction without a reserve price will be held by the sheriff: Pretoria South, at Fehrs Avenue Centre, 130 B Struben Street, Pretoria, on 31 January 1996 at 10:00, of the following property:

ERF 1698, ZWARTKOP EXTENSION 8 TOWNSHIP, REGISTRATION DIVISION J.R., TRANSVAAL; MEASURING: 1 008 SQUARE METRES, HELD BY DARREL THOMAS COSTA AND CHERYL DAWN COSTA UNDER DEED OF TRANSFER T 30739/1991.

STREET ADDRESS: 51 BLINKBLAAR STREET, ZWARTKOP EXTENSION 8, VERWOERDBURG.

Improvements on the property: 3 BEDROOMS, 2 BATHROOMS/TOILETS, 1 KITCHEN, 1 LOUNGE, 1 DINING-ROOM, 1 FAMILY ROOM AND 2 GARAGES.

SINGLE STOREY DWELLING HOUSE.

The nature, extent and improvements are not guaranteed.

Inspect the conditions of sale at the Sheriff's office at Edenpark, Plot 83, Cnr Gerhard Street & West Avenue, Lyttelton Agricultural Holdings, Verwoerdburg.

ROOTH & WESSELS, PLAINTIFF'S ATTORNEYS, 38 CHURCH SQUARE, PRETORIA. REF: MR N. K. PETZER/ef. TEL: (012) 325-2940.

CASE NUMBER 95/18563
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 **DUBE, RUTH,** 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 the 1st of February 1996, at 10:00 of the undermentioned immovable property of the Defendant on the Conditions to be read out by the Auctioneer at the time of the sale, which Conditions will lie for inspection, prior to the sale, the office of the Sheriff for the Supreme Court Johannesburg North at 131 Marshall Street, Johannesburg:

A unit consisting of:

(a) Section No. 28 as shown and more fully described on Sectional Plan No. SS 145/84 in the building or buildings known as PARK LANE situate at BEREA Township, Local Authority JOHANNESBURG of which the floor area, according to the said sectional plan is 71 (SEVENTY ONE) Square Metres in extent being Unit 28 Parklane, Cnr. Fife Avenue and Abel Road, Berea; 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 ST 41853/94.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The dwelling consists of entrance hall, lounge, bedroom, bathroom/w.c.

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 Tousand 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 21st DAY OF DECEMBER 1995.

JAY INCORPORATED, PLAINTIFF'S ATTORNEYS, Level Six Surnnyside Ridge, Sunnyside Drive (Entrance at intersection of Carse O'Gowrie & Princess of Wales Roads) PARKTOWN, P.O. Box 87160, HOUGHTON, 2041. PH630/DX 589 Jhb. Tel: (011) 484-2828. Fax: (011) 484-7548. Ref: 102114/Mr Georgiades/jb.

CASE NO: 22914/95
PH22

IN THE SUPREME COURT OF SOUTH AFRICA

(WITWATERSRAND LOCAL DIVISION)

In the matter between: **WALLIS INVESTMENTS (PTY) LTD,** Plaintiff, and **IAN WILLIAM SLEMENT,** Defendant

IN EXECUTION OF A JUDGMENT of the Supreme Court of South Africa, (Witwatersrand Local Division) in the above suit, a sale/without reserve will be held at the office of the Sheriff at Lochner Park, Block D, 1st Floor, cnr Richards Drive and Suttie Street, Halfway House on 31 January 1996 AT 14H30 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, Halfway House.

REMAINING EXTENT OF ERF 173, WOODMEAD EXTENSION 1, REGISTRATION DIVISION I.R., THE PROVINCE OF GAUTENG, MEASURING 3 869 (THREE THOUSAND EIGHT HUNDRED AND SIXTY NINE) SQUARE METRES, HELD BY DEED OF TRANSFER NO: T69882/90, SITUATED AT 173 SHELLEY STREET, WOODMEAD.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: A dwelling consisting of: 3 × BEDROOMS, 2 × BATHROOMS, 1 × TOILET, 1 × LOUNGE, 1 × DININGROOM, 1 ×TV ROOM, 1 × STUDY, 1 × KITCHEN, 2 ×GARAGES, 1 ×SERVANTS ROOM, 1 × TOILET and SWIMMING-POOL.

TERMS: 10% (ten per cent) of the purchase price in cash on the day of the sale; the balance payable against registration of Transfer - a guarantee to be furnished within 14 (fourteen) days from the date of the 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 000.00 (Twenty Thousand Rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000.00. Minimum charge R100.00.

DATED AT JOHANNESBURG ON THIS THE 3rd DAY OF JANUARY 1996.

PAUL FRIEDMAN, Attorney for Plaintiff, 3rd Floor, Rosepark North, 8 Sturdee Avenue, ROSEBANK, 2196; P.O. Box 1966, SAXONWOLD, 2132. Tel.: 447-7594. Ref: Mr P. Friedman/ij/W33-W15.

SAAKNOMMER : 2166/95
PH 411

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA
(WITWATERSRANDSE PLAASLIKE AFDELING)

In die saak tussen: **ABSA BANK LIMITED,** h/a UNITED BANK, Eiser, en **BAUER: ALAN,** 1e Verweerder

Ten uitvoerlegging van 'n vonnis in die bogemelde Agbare Hof, gedateer die 8ste dag van November 1995, en 'n lasbrief vir Eksekusie word die volgende eiendom in eksekusie verkoop op die 30ste dag van Januarie 1996 om 10:00 by die kantore van die Balju te Eaton Terraceweg 1, Terracegebou, New Redruth, ALBERTON, aan die hoogste bieder:

ERF: 1292, BRACKENDOWNS, UITB. 1, REGISTRASIE AFDELING: I.R. TRANSVAAL, GROOT: 1060 (EEN DUISEND EN SESTIG) vierkante meter GEHOU KRAGTENS AKTE VAN TRANSPORT: T 19336 / 1980 GELEË TE: De Waalstraat 94, Brackendowns, Uitb. 1, ALBERTON.

Die reserweprys is R GEEN; onderworpe aan bekragting in terme van klousule 16 van die verkoopsvoorwaardes.

Die eiendom bestaan uit: VOORPORTAAL, SITKAMER, EETKAMER, FAMILIEKAMER, 3 SLAAPKAMERS, 1 BADKAMER, APARTE TOILET, KOMBUIS, 1 MOTORHUIS, BEDIENDEKAMER, TOILET.

TERME EN VOORWAARDES

TERME: Die Koopprys sal wees 10% (tien persent) daarvan by verkoping en die balans moet binne 10 (tien) dae verseker word by wyse van 'n Bank- of Bouvereniging waarborg:

VOORWAARDES: Die volle voorwaardes van verkoping wat deur die Adjunk-Balju van ALBERTON onmiddellik voor die verkoping uitgelees sal word, lê ter insae by die kantoor van die Adjunk-Balju, Eaton Terraceweg 1, Terracegebou, New Redruth, ALBERTON.

GETEKEN te JOHANNESBURG hierdie 11de van Desember 1995.

(GET.) A BIERMAN, SMIT & MARITZ, Prokureurs vir Eiser, 1ste Vloer, E.S.I.C. Gebou, Commissionerstraat 130, JOHANNESBURG. VERW: A BIERMAN/lvr/A 251.

CASE NUMBER: 95/17593

IN THE SUPREME COURT OF SOUTH AFRICA
(WITWATERSRAND LOCAL DIVISION)

In the matter between: **FIRST NATIONAL BANK OF SOUTHERN AFRICA LIMITED,** Execution Creditor/Plaintiff, and **LE ROUX, MATTHYS CHRISTOFFEL,** First Execution Debtor/Defendant, **LE ROUX, JOHANNA SUSANNA MARIA,** Second Execution Debtor/Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without reserve will be held by the Sheriff at the Sheriff's Offices, 40 PARK STREET, RANDFONTEIN, on 26TH JANUARY 1996 at 10:00, in respect of the undermentioned property of the Execution Debtor on the conditions to be read out by the Auctioneer at the offices of the Sheriff.

CERTAIN: ERF 2116, GREENHILLS EXTENSION 5 TOWNSHIP, REGISTRATION DIVISION I.Q., TRANSVAAL; MEASURING: 1 267 (ONE THOUSAND TWO HUNDRED AND SIXTY SEVEN) SQUARE METRES HELD UNDER: Deed of Transfer T28013/94 SITUATED: 11 BOERPERD STREET, GREENHILLS V, RANDFONTEIN.

Improvements: The following improvements are reported to be on the property but nothing is warranted or guaranteed; 1 LOUNGE 1 FAMILY ROOM 1 DINING ROOM 1 KITCHEN 3 BEDROOMS 2 BATHROOMS 2 TOILETS 2 GARAGES 1 SERVANT QUARTERS 1 TOILET AT SERVANT QUARTERS.

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

(b) 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 5TH DAY OF DECEMBER 1995.

UYS NEL Execution Creditor's Attorneys Suite 1811 Sanlam Centre, Jeppe Street, JOHANNESBURG. TEL: 333-1595 Ref: D UYS/ldeb/F01056/U0744.

CASE NUMBER 3682/95

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

In the matter between: **KRUGERSDORP TRANSITIONAL LOCAL COUNCIL,** Execution Creditor, and **JOHANNES GERHARDUS BOOYSEN,** 1st Execution Debtor, **MONICA BOOYSEN,** 2nd Execution Debtor

IN PURSUANCE of a Judgment in the Court of the Magistrate of Krugersdorp and Writ of Execution dated the 1 AUGUST 1995 the following property will be sold in execution on WEDNESDAY the 14 FEBRUARY 1996 at 10h00 in front of the Sheriff's Office, Ground Floor, Klaburn Court, Cor. Ockerse and Rissik Street, Krugersdorp to the highest bidder, viz:

ERF 183 LEWISHAM TOWNSHIP Registration Division I.Q. Province of Gauteng MEASURING: 495 (FOUR HUNDRED AND NINETY FIVE) square metres HELD by Deed of Transfer No. T 32129/1993 known as 73 Lewis Street LEWISHAM UPON WHICH THERE IS SAID TO BE ERECTED a detached single storey dwelling house under zink roof and consisting of three bedrooms, lounge, familyroom, diningroom, 2 bathroom and kitchen. The outbuildings consists of 2 garages, servantsroom and toilet.

NO guarantee is however given in regard to the foregoing description.

TERMS: R5 000,00 (FIVE THOUSAND RAND) cash at the time of the sale and the balance against registration of transfer to be secured by an approved Banker's or Building Society's guarantee to be delivered within 21 (TWENTY ONE) days, the purchaser to pay transfer costs, rates etc. The property will be sold "voetstoots" subject to any tenancy or right of occupation.

The full conditions of sale (which must be signed after the sale) may be inspected during office hours at the office of the Sheriff for Krugersdorp, Ground Floor, Klaburn Court, Cor. Ockerse and Rissik Streets, Krugersdorp.

PHILLIPS & OSMOND EXECUTION CREDITOR'S ATTORNEYS, Second Floor, Trust Bank Centre, Burger Street, KRUGERSDORP. Ref. AVDB/rj/K3330.

CASE NO. 1413/1993

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KRUGERSDORP HELD AT KURGERSDORP

In the matter between: **K L DREYER** Execution Creditor and **PONO BEN MOWELE N.O.** Execution Debtor

In pursuance of a judgment in the Krugersdorp Magistrate's Court dated 19th November 1993 and Warrant of Execution the following property will be sold on the 31st January 1995 at Klaburn Court, 22B Ockerse Street, Krugersdorp at 10h00, to the highest bidder, viz:

ALL RIGHT, TITLE AND INTEREST IN THE LEASEHOLD IN RESPECT OF ERF 1603 MUNSIEVILLE Township, Registration Divison I.Q., Province of GAUTENG IN EXTENT 419 (four hundred and nineteen) Square Metres HELD by Certificate of Leasehold No. TL17669/1991 also known as 1603 Ralebatsa Street, Munsieville comprising, kitchen, lounge, family room, bathroom and 3 × bedrooms.

The purchase price will be payable as to a deposit of 10% and the balance against transfer, guaranteed by Bank or Building Society guarantee.

The full conditions of sale may be inspected during office hours at the Sheriff's offices, Krugersdorp.

DATED at KRUGERSDORP this 15th day of December 1995.

(SGD) W C CRONJE, VAN DER MERWE, CRONJE & KAPLAN, 79 Von Brandis Street, P O Box 45 and 92, KRUGERSDORP, 1740. Ref: MR CRONJE/HH. Tel: 953-1010.

CASE NO: 95/22008
PH 267

IN THE SUPREME COURT OF SOUTH AFRICA

(WITWATERSRAND LOCAL DIVISON)

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 **RALEKOFU MARASHIYA NATHANIEL** First Defendant and **RALEKOFU LALLY DORAH** Second Defendant

IN EXECUTION OF A JUDGMENT of the Supreme Court of South Africa (Witwatersrand Local Division) in the abovementioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court at Ferhs Avenue Centre, 130B Struben Street, Pretoria on WEDNESDAY the 31ST JANUARY 1996, 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 Pretoria South at Edenpark, Plot 83, Lyttelton Agricultural Holding, Verwoerdburgstad.

ERF 144 COUNTRY VIE EXTENSION 1, REGISTRATION DIVISION JR TRANSVAAL, Measuring 840 m^2, held by the Defendants under Deed of Transfer Number. T 108817/1992, being 144 FOREST LILY PLACE, COUNTRY VIEW EXTENSION 1.

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

The property consists of:

Lounge, dining room, 3 bedrooms, bathroom/w.c., bathroom/w.c./shower, kitchen, study, patio and double garage.

TERMS: 10% (Ten Per Cent) of the purchase price in cash on the day of the sale; the balance payable against registration of Transfer, to be secured by a Bank or Building Society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale.

The Purchaser shall, on the day of the sale, pay 5% (Five Per Cent) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (Twenty Thousand Rand) and thereafter 3% (Three Per Cent) up to a maximum fee of R6 000 (Six Thousand Rand). Minimum charges R200 (Two Hundred Rand).

DATED AT JOHANNESBURG THIS 24TH DAY OF NOVEMBER 1995.

PLAINTIFF'S ATTORNEYS, ROUTLEDGES INCORPORATED, 1ST FLOOR, COLOSSEUM, 41 KRUIS STREET, JOHANNESBURG. TEL: 331-0511. REF: Z90776/JHBFCLS/Mr McCallum/cvdn

---

CASE NO: 11107/1995
PH 267

IN THE SUPREME COURT OF SOUTH AFRICA

(WITWATERSRAND LOCAL DIVISION)

In the matter between **ABSA BANK LIMITED (ALLIED BANK DIVISION)** Plaintiff and **KOLOANE SEBESABATHO PETRUS** Defendant

IN EXECUTION OF A JUDGMENT of the Supreme Court of South Africa (Witwatersrand Local Division) in the abovementioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court at 22B Ockerse Street, Krugersdorp on WEDNESDAY the 31st day of January, 1996, at 10:00 of the undermentioned immovable property of the Defendant on the Conditions which will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court Krugersdorp at 22B Ockerse Street, Krugersdorp.

The Right of Leasehold in respect of ERF 9234 KAGISO TOWNSHIP, REGISTRATION DIVISION I.Q. TRANSVAAL, Measuring 255 m^2, held by the Defendant under Certificate of Right of Leasehold Number. TL36638/1990, being 9234 KAGISO 1.

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 7TH DAY OF DECEMBER 1995.

PLAINTIFF'S ATTORNEYS, ROUTLEDGES INCORPORATED, 1ST FLOOR, COLOSSEUM, 41 KRUIS STREET, JOHANNESBURG. TEL: 331-0511. REF: ZA3472/WRFCLS/Mr. Brewer/Mr Stott/djl.

CASE NO: 39675/95
PH 28 S 75

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

In the matter between: **BODY CORPORATE SAN JOSE,** Plaintiff, and **MKHIZE GCINOKWAKHE,** Defendant

On the 9th February 1996 at 10h00 a public auction sale will be held at the Fox Street Entrance of the Johannesburg Magistrate's Court, at which the Sheriff of the Court shall, pursuant to a Judgment of the Court in this action, Warrant of Execution issued in terms thereof and attachment in execution made thereunder, sell:

CERTAIN: Section No.71 as shown and more fully described on Sectional Plan No.SS29/82 in the scheme known as BODY CORPORATE SAN JOSE situate at Johannesburg Township, Local Authority Johannesburg, of which section the floor area according to the said sectional plan is 48 (FORTY EIGHT) square metres in extent together with 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 ST10732/1993.

ALSO KNOWN AS: Flat 707 SAN JOSE, 51 Olivia Road, Berea.

MEASURING: 48 (FORTY EIGHT) square metres.

IMPROVEMENTS: (which are not warranted to be correct and are not guaranteed) Simplex under concrete tile roof consisting of 1 bedroom, 1 kitchen, 1 lounge, 1 bathroom and toilet.

MATERIAL CONDITIONS OF SALE ARE:

1. The sale shall, in all respects, be governed by the Magistrate's Court Act, 1944, and the Rules made thereunder or any amendment thereof for substitution therefor and subject thereto, the property will be sold "voetstoots" to the highest bidder without reserve.

2. The price shall bear interest at the rate of 20.25% per annum or if the claim of NEDCOR BANK LIMITED exceeds the price, interest amounting to the same as interest at the rate on which claim subject to such interest not exceeding the maximum allowed by Law.

3. The Purchaser shall be obliged to pay a deposit of 10% (ten percentum) of the price immediately after the sale and the balance of the price and interest shall, within 14 (FOURTEEN) days of the date of the sale be paid or be secured by unconditional or approved bank and/or building society guarantee/s payable to the Sheriff of the Court and/or such other person/s as he requires on transfer of the property to the purchaser.

4. The purchaser shall be liable for and shall pay to the Plaintiff's Conveyancers on request the fees of the Sheriff of the Court acting as auctioneer and all amounts necessary to obtain transfer of the property, including stamp duty, other costs of transfer and all such rates and taxes and other amounts as are payable to obtain a Certificate in terms of Section 50 of the Local Government Ordinance (Transvaal) 1939 or any amendment thereto or substitution therefor.

5. Possession and occupation of the property shall, subject to the rights of any existing tenant/s pass to the purchaser upon the sale being effected from which date all benefits, risks and liabilities shall pass to the purchaser.

THE CONDITIONS OF SALE MAY BE INSPECTED AT THE OFFICE OF THE SHERIFF OF THE COURT, JOHANNESBURG CENTRAL.

DATED at JOHANNESBURG on this 28TH day of NOVEMBER 1995.

MERVYN J SMITH, Plaintiff's Attorneys, Ground Floor, Law Chambers, 14 Nugget Street (Off Anderson Street), City & Suburban, P O Box 9890, JOHANNESBURG. Tel: 33-44-22-9. Ref: E RIDOUT/ge/C.6226.

TO: THE CLERK OF THE COURT, JOHANNESBURG.

CASE NO: 123057/94
PH 28 S 75

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

In the matter between: **BODY CORPORATE MARBLE ARCH,** Plaintiff, and **HLATSHWAYO, E N,** Defendant

On the 9th February 1996 at 10h00 a public auction sale will be held at the Fox Street Entrance of the Johannesburg Magistrate's Court, at which the Sheriff of the Court shall, pursuant to a Judgment of the Court in this action, Warrant of Execution issued in terms thereof and attachment in execution made thereunder, sell:

CERTAIN: Section No.43 as shown and more fully described on Sectional Plan No.SS181/82 in the scheme known as BODY CORPORATE MARBLE ARCH situate at Johannesburg Township, Local Authority Johannesburg, of which section the floor area according to the said sectional plan is 144 (ONE HUNDRED AND FORTY FOUR) square metres in extent together with 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 ST31420/93.

ALSO KNOWN AS: Flat 801 Marble Arch, 36 Goldreich Street, Hillbrow.

MEASURING: 144 (ONE HUNDRED AND FORTY FOUR) square metres.

IMPROVEMENTS: (which are not warranted to be correct and are not guaranteed) Simplex under concrete tile roof consisting of 1 bedroom, 1 kitchen, 1 lounge, 1 bathroom and toilet.

MATERIAL CONDITIONS OF SALE ARE:

1. The sale shall, in all respects, be governed by the Magistrate's Court Act, 1944, and the Rules made thereunder or any amendment thereof for substitution therefor and subject thereto, the property will be sold "voetstoots" to the highest bidder without reserve.

2. The price shall bear interest at the rate of 20.25% per annum or if the claim of ABSA BANK LIMITED exceeds the price, interest amounting to the same as interest at the rate on which claim subject to such interest not exceeding the maximum allowed by Law.

3. The Purchaser shall be obliged to pay a deposit of 10% (TEN PERCENTUM) of the price immediately after the sale and the balance of the price and interest shall, within 14 (FOURTEEN) days of the date of the sale be paid or be secured by unconditional or approved bank and/or building society guarantee/s payable to the Sheriff of the Court and/or such other person/s as he requires on transfer of the property to the purchaser.

4. The purchaser shall be liable for and shall pay to the Plaintiff's Conveyancers on request the fees of the Sheriff of the Court acting as auctioneer and all amounts necessary to obtain transfer of the property, including stamp duty, other costs of transfer and all such rates and taxes and other amounts as are payable to obtain a Certificate in terms of Section 50 of the Local Government Ordinance (Transvaal) 1939 or any amendment thereto or substitution therefor.

5. Possession and occupation of the property shall, subject to the rights of any existing tenant/s pass to the purchaser upon the sale being effected from which date all benefits, risks and liabilities shall pass to the purchaser.

THE CONDITIONS OF SALE MAY BE INSPECTED AT THE OFFICE OF THE SHERIFF OF THE COURT, JOHANNESBURG CENTRAL.

DATED at JOHANNESBURG on this 28TH day of NOVEMBER 199%.

MERVYN J SMITH, Plaintiff's Attorneys, Ground Floor, Law Chambers, 14 Nugget Street (Off Anderson Street), City & Suburban, P O Box 9890, JOHANNESBURG. Tel: 33-44-22-9. Ref: E RIDOUT/ge/C.6105.

TO: THE CLERK OF THE COURT, JOHANNESBURG.

SAAKNOMMER: 94/31387

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA
(WITWATERSRAND PLAASLIKE AFDELING)

In die saak tussen **ABSA BANK BPK,** Applikant, en **TROMP, N C J,** Respondent

Ten uitvoerlegging van 'n vonnis in die bogemelde Agbare Hof, gedateer die 22ste dag van FEBRUARIE 1995, en 'n lasbrief vir Eksekusie word die volgende eiendom in eksekusie verkoop op die 2de dag van FEBRUARIE 1996 om 10h00 by die perseel te COEN LABUSCHAGNESTRAAT 8, RENSBURG, HEIDELBERG aan die hoogste bieder:

ERF: 289 RENSBURG DORPSGEBIED, REGISTRASIE AFD.: I R TRANSVAAL, GROOT: 1190 (EEN EEN NEGE NUL).

SONERING: WOONHUIS.

Gehou kragtens Akte van Transport 12452/1989, Geleë te: COEN LABUSCHAGNESTRAAT, RENSBURG, HEIDELBERG.

Die reserweprys is GEEN; onderworpe aan bekragtiging in terme van klousule 16 van die verkoopsvoorwaardes.

Die eiendom bestaan uit: 3 SLAAPKAMERS, 2 BADKAMERS, TV KAMER, EETKAMER, SITKAMER, KOMBUIS, DUBBEL-MOTORHUIS, SWEMBAD, OPWASKAMER, BUITEKAMER MET TOILET.

TERME EN VOORWAARDES.

TERME:

Die Koopprys sal wees 10% (TIEN PERSENT) daarvan by verkoping en die balans moet binne 10 dae verseker word by wyse van 'n Bank - of Bouvereniging waarborg:

VOORWAARDES:

Die volle voorwaardes van verkoping sal ter insae lê by die kantoor van die Balju van die Hooggeregshof.

GETEKEN TE JOHANNESBURG OP HIERDIE 15de DAG VAN DESEMBER 1995.

TIM DU TOIT & KIE ING., 7de Vloer Nedbank Mall, Commissionerstraat 145, Johannesburg, Posbus 1196, Johannesburg, 2000. Tel: (011) 331-3868. Fax: (011) 331-9700. Verw: Mnr du Randt/T39.

SAAKNR: 22893/94

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA
(TRANSVAALSE PROVINSIALE AFDELING)

In die saak tussen **BOPHUTHATSWANA BREWERIES,** EISER, en **A. J. SCHEMPERS,** VERWEERDER

Kennis word hiermee gegee dat ingevolge 'n uitspraak van die Hooggeregshof van Suid-Afrika (Transvaalse Provinsiale Afdeling) in bogemelde saak, op 12 April 1995 en ter uitvoering van 'n lasbrief tot uitwinning sal die Balju, Potchefstroom op 26 Januarie 1996 om 10:00, te Van Riebeeckstraat, Potchefstroom verkoop:

Sekere Deel 4, van Erf 296, Potchefstroom, met straatadres Jeugdestraat 14, Potchefstroom, groot 897 (agthonderd sewe en negentig) vierkante meter.

Die eiendom is verbeter en bestaan uit 'n woonhuis. (Verder onbekend).

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

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

Strydom Britz Ingelyf, Prokureurs vir Eiser, Duncan House, Duncanstraat 1109, Brooklyn. (Tel. 46-0099) (Verw. W H Britz/NL 1689).

SAAKNR.: 421/93

IN DIE LANDDROSHOF VIR DIE DISTRIK LICHTENBURG GEHOU TE LICHTENBURG

In die saak tussen: **STADSRAAD VAN LICHTENBURG,** Eiser, en **D. M. VILJOEN,** Verweerder

INGEVOLGE 'n Lasbrief vir Eksekusie gedateer 26 Mei 1993 sal die volgende eiendom te Burgerstraat 145, LICHTENBURG per publieke veiling verkoop word op 16 FEBRUARIE 1996 om 10H00:

Gedeelte 1 van Erf 401, geleë te Burgerstraat 145, Lichtenburg, Registrasie Afdeling I.P., Transvaal: GROOT: 2 230 (tweeduisend tweehonderd en dertig) vierkante meter, GEHOU kragtens Akte van Transport T1238/1982, synde 'n leë erf.

Die Verkoopvoorwaardes sal uitgelees word voor die aanvang van die veiling en is ter insae by die kantore van Mnre Bosman & Bosman, Melvillestraat 45, Posbus 1, Lichtenburg.

GETEKEN te LICHTENBURG op hierdie 13de dag van DESEMBER 1995.

BOSMAN & BOSMAN, PROKUREURS VIR EISER, MELVILLESTRAAT 45, POSBUS 1, LICHTENBURG, 2740. VERW.: MNR NORTJE/S109/mb.

SAAKNR. 3748/95

IN DIE LANDDROSHOF VIR DIE DISTRIK WORCESTER GEHOU TE WORCESTER

In die saak tussen: **MNR. J. E. WINDELL,** EISER, en **MNR. S. S. LUCAS,** VERWEERDER

Ingevolge 'n Vonnis gelewer op 5 JULIE 1995 in die Worcester Landdroshof en 'n Lasbrief van Eksekusie daarna uitgereik, word die onroerende eiendom hieronder beskryf in eksekusie verkoop op VRYDAG, 9 FEBRUARIE 1996 om 11H00 te SOHNGELAAN 82, ESSELENPARK, WORCESTER, aan die hoogste bieër:

ERF: 12144 WORCESTER geleë in die gebied van die Worcester Plaaslike Oorgangsraad, afdeling Worcester, GROOT: 578 vierkante meter; GEHOU kragtens Transportakte Nr. T10750/94.

STRAATADRES: Sohngelaan 82, Esselenpark, Worcester.

Verkoopvoorwaardes:

1. Die verkoping sal onderhewig wees aan die bepalings en voorwaardes van die Wet op Magistraatshowe, die Reëls daarvolgens uitgevaardig en van toepaslike Titelaktes van die eiendom sal, onderhewig aan die voorafgaande, aan die hoogste bieër verkoop word.

2. 10% 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% per jaar bereken op die bedrag van die bedrag van die vonnisskuldeiser se vordering (en ingeval daar enige voorkeurskuldeisers 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 versekureer 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 18de dag van DESEMBER 1995.

MARITZ MURRAY & FOURIE, Prokureurs vir Eiser, Adderleystraat 26, WORCESTER. (Verw. HDEB/LJ/W.13/Z02011)

CASE NO. 32403/94

SALE IN EXECUTION

In the matter between:- **NEDCOR BANK LIMITED,** PLAINTIFF, AND **KRUGER: WILLEM HENDRIK ANDRIES,** DEFENDANT

IN EXECUTION OF A JUDGMENT of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of the Sheriff of the Supreme Court, **131 Marshall Street, JOHANNESBURG** at 10:00 on **Thursday 1 February 1996,** 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 195 TROYEVILLE TOWNSHIP, REGISTRATION DIVISION I.R., TRANSVAAL.

AREA: 495 (four hundred and ninety five) square metres.

SITUATION: 20 DAWIE STREET, TROYEVILLE, JOHANNESBURG.

IMPROVEMENTS (not guaranteed): "A house under iron roof consisting of 3 bedrooms, bathroom, kitchen with diningroom."

TERMS: 10% of the purchase price in cash on the day of the sale; the balance and interest on the full purchase price at current bond rates payable against registration of transfer, to be secured by a Bank, Building Society or other exceptable guarantee to be furnishes within 14 days from the date of sale. Auctioneer's charges are payable on the day of the sale and calculated at **5%** on the proceeds of the sale up to a price of **R20 000** and threreafter **3%**, with a maximum fee of **R6 000** and a minimum of **R100** and all prospective purchasers are required prior to the sale to pay to the Sheriff a registration deposit of R2 000,00 either in cash or Bank cheque, which deposit will immediately be refunded if no sale results.

DATED at JOHANNESBURG on 4 January 1996.

Sgd: F.R.J. Jansen, JANSEN - POTTER, Plaintiff's Attorneys, 25th Floor, Carlton Centre, Commissioner Street, JOHANNESBURG. Tel: 331 8535. Ref: ForeclosuresZ286.

Case No. 92/30938

IN THE SUPREME COURT OF SOUTH AFRICA

(WITWATERSRAND LOCAL DIVISION(

In the matter between: **DORBYL VEHICLE TRADING AND FINANCE COMPANY (PTY) LIMITED,** Plaintiff, and **DUBE: NYOROVAI EZEKIEL,** Defendant

IN EXECUTION OF A JUDGMENT of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale subject to a reserve price of R298 214,00 plus interest thereon at the rate of 18,25% from 1 November 1995 to date of final payment both days inclusive, in respect of Certain Erf 10 Bagleyston, Diagram No. T6198/951, Extent 991 Square Metres, Registration Division IR, Transvaal, held by Title Deed No. T13269/1994, will held at the Sheriff of the Supreme Court, Johannesburg East on 1st Floor, 131 Marshall Street, Johannesburg at 10H00 on the 18TH day of JANUARY 1996, 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 Johannesburg East Sheriff's Office prior to the sale.

CERTAIN: Erf 10 Bagleyston, Diagram No. T6198/951, Registration Division IR, Transvaal, held by Title Deed No. T13269/1994.

AREA: 991 Square Metres.

SITUATION: 13 Valerie Street, Bagleyston, Johannesburg.

IMPROVEMENTS: (Not guaranteed)

MAIN BUILDING 1 Entrance Hall, 1 Lounge, 1 Dining Room, 1 Family Room, 1 Kitchen, 4 Bedrooms, 1 Bath/WC.

OUT BUILDING 1 Garage, 3 Carports, 2 Servants Rooms, 1 WC, 1 Bathroom, 1 Playroom, Swimming Pool.

TERMS: 10% (TEN PER CENTUM) of the purchase price in cash on the day of the sale; the balance together with interest on the purchase price at the rate currently charged by the Plaintiff on advances equivalent to the purchase price, shall be secured by a bank or building society — or other acceptable guarantee, to be approved by the Plaintiff's Attorney, to be furnished to the said Attorney within fourteen (14) days from the date of sale. Auctioneers charges payable on the date of sale to be calculated at 5% (five per centum) on the proceeds of the sale up to a price of R20 000,00 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000,00 and a minimum of R100,00.

DATED AT JOHANNESBURG on this the 11th day of DECEMBER 1995.

(SGD) E. JOUBERT, DARRYL FURMAN & ASSOCIATES, Plaintiff's Attorneys, 2nd Floor, 9 Wellington Road, PARKTOWN; P O Box 4374, JOHANNESBURG, 2000. Ref: MR JOUBERT/ck/D179. Tel: (011) 484-4130.

CAPE • KAAP

CASE NO: 20785/95

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT ELIZABETH HELD AT TODD CHAMBERS, TODD STREET, PORT ELIZABETH

In the matter between: **ABSA BANK LIMITED** (ALLIED BANK DIVISION), Plaintiff, and **JAMES GEORGE TELFER,** Defendant

In pursuance of a Judgment in the Court of the Magistrate of the District of Port Elizabeth dated the 18TH JULY 1995 the property listed hereunder will be sold in execution on Friday, the 26TH day of JANUARY 1996 at 14h15 at the front entrance to the New Law Courts, Main Street, North End, Port Elizabeth:

ERF 1223 WESTERING, in the Municipality and Division of Port Elizabeth, MEASURING: 1 126 (One Thousand One Hundred and Twenty Six) Square Metres.

SITUATED AT 41 Neville Street, Westering, Port Elizabeth.

CONDITIONS OF SALE:

The purchase price shall be payable as a deposit in cash of 10% and the balance against transfer. The full Conditions of Sale will be read immediately prior to the Sale and may be inspected at the office of the Sheriff: Magistrate's Court, Port Elizabeth. A substantial Bank loan can be arranged for an approved purchaser.

DATED at PORT ELIZABETH on this the 27TH day of NOVEMBER 1995.

BROWN BRAUDE & VLOK INC, Plaintiff's Attorneys, Hancocks House, 317 Cape Road, Newton Park, Port Elizabeth. MR D C BALDIE/ah.

Case 6198/1993

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

ABSA BANK LIMITED, trading as UNITED BANK *versus* **ALEXANDER LUIZ NOLAND** and **PATRICIA ELIZABETH NOLAND**

The following property will be sold in execution at the site of the property, 43 Jonkershoek Street, Richwood, Western Cape, on Monday, 5 February 1996, at 11:00, to the highest bidder:

Erf 1188 Richmond Park, in extent 465 square metres.

Held by T25221/1988.

Situate at 43 Jonkershoek Street, Richwood, Western Cape.

1. The following improvements are reported but not guaranteed:

Dwelling: Lounge, dining room, kitchen, three bedrooms, bathroom/toilet, shower/toilet.

2. Payment: 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 Riebeek Street, Cape Town. Ref. 105962/gt.

CASE NO: 19945/95

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF THE CAPE HELD AT CAPE TOWN

In the matter between: **INVESTEC BANK LIMITED,** Plaintiff, and **IVAN LAMBERT,** First Defendant, and **JOAN SOPHIA LAMBERT,** Second Defendant

In pursuance of a judgment of the Court of the Magistrate for the District of the Cape dated 22 August 1995, and Writ of Execution dated 31 August 1995, the following will be sold in execution at 12h30 on 30 January 1996, at the site, being:

ERF 15106 MILNERTON in the Municipality of Milnerton, Cape Division; IN EXTENT: 775 Square Metres; Also known as 22 Drummond Road, BLOUBERGRANT.

The following improvements are reported to the property but not guaranteed:

A dwelling consisting of 4 bedrooms, 3 bathrooms, dining room, lounge, 2 kitchens and TV room.

CONDITIONS OF SALE:

1. The property shall be sold to the highest bidder subject to the terms and conditions of the Magistrate's Court Act and the Rules made thereunder and of the title deed insofar as these are applicable.

2. Payment:

2.1 10% (TEN PER CENTUM) of the purchase price shall be paid in cash by means of a bank or building society guaranteed cheque to the Messenger of the Court or the auctioneer upon signature of the conditions of sale, or otherwise as the Messenger of the Court or the auctioneer may arrange;

2.2 The unpaid balance shall be paid on registration of transfer in a form acceptable to the Execution Creditor's conveyancers;

2.3 Interest shall be paid on—

2.3.1 the amount of the Plaintiff's claim at the rate of 18,25% for each month or part thereof from the date of the sale to date of registration of transfer;

2.3.2 Interest shall further be paid on any preferent creditor's claim at the applicable rate from the date of sale to date of registration of transfer;

2.4 All the amounts mentioned in paragraphs 2.2 and 2.3 above are to be secured by the purchaser by an approved banker's or building society guarantee to be delivered within 14 (fourteen) days of the date of the sale to the Execution Creditor's conveyancers.

3. Full conditions of sale:

The full conditions of sale which will be read out by the Messenger of the Court or the auctioneer, immediately prior to the sale, may be inspected at either the Messenger of the Court or the auctioneer's office.

Dated at Cape Town this 4th day of December 1995.

K. SLOTH-NEILSEN, 2nd Floor, Groote Kerk Building, Adderley Street, CAPE TOWN.

CASE NO: 8765/94

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

In the matter between **FIRST NATIONAL BANK OF SOUTHERN AFRICA LIMITED,** Plaintiff, and **STEPHEN BRIAN VRAGOM,** First Defendant, and **BERTHA JOHANNA VRAGOM,** Second Defendant

In the above matter a sale will be held on TUESDAY 30 JANUARY 1996 at 12.00pm AT THE STIE being: 25 Klip Road, GRASSY PARK ERF 7174 Grassy Park in the Area of the Transitional Metropolitan Substructure of Grassy Park, Cape Division, in the Province of the Western Cape MEASURING: Five Hundred and Fifty-One (551) Square Metres.

CONDITIONS OF SALE

1. The sale is subject to the terms and conditions of the Magistrate's Court Act No. 32 of 1944, the property being sold voetstoots and as it stands and subject to the conditions of the existing Title Deed.

2. One-Tenth of the purchase price shall be paid immediately after the property is declared to be sold and the balance of the purchase price together with interest thereon at the current bank rate 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): 1 Single Dwelling Brick Walls under a Slate Roof; Consisting of 6 Bedrooms; Kitchen; Lounge, 2 Bathrooms; 2 Toilets and Garage.

4. The 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 MAGISTRATE'S COURT—WYNBERG.

and at the offices of the undersigned.

DATED at GRASSY PARK this 17th day of NOVEMBER 1995.

E. W. DOMINGO & ASSOCIATES, Per: Sgd: E. W. Domingo, Plaintiff's Attorneys, 21 Boekenhout Street, Cnr Spine & Katdoring Roads, EASTRIDGE, Mitchells Plain. Phone: 391-3811. (REF: PS/mr.)

Case No. 13454/95

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELL'S PLAIN HELD AT MITCHELL'S PLAIN

In the matter between **SAAMBOU BANK LIMITED,** Judgement Creditor, and **KEVIN WAGNER,** First Judgment Debtor, and **SHARON WAGNER,** Second Judgment Debtor

In execution of a Judgment of the above Honourable Court and a Warrant of Execution, the hereinabovementioned property will be sold in execution on Monday, 5 February 1996 at 10h00 at 1 Galaxy Close, Westridge, Mitchell's Plain, Cape.

ERF 737, Weltevreden Valley in the local area of Weltevreden Valle, Cape Division Measuring: 414 (Fourhundred and Fourteen) square metres Held under Deed of Transfer no. T3682/1992 ALSO KNOWN AS: 1 Galaxy Close, Westridge, Mitchell's Plain, Cape.

CONDITIONS OF SALE:

1. The property shall be sold to the highest bidder subject to the provisions of the Magistrate's Court Act, the rules made hereunder and the title deeds relating hereto.

2. *PAYMENT:* 10% of the purchase price shall be paid in cash upon signature of the Conditions of Sale, and the unpaid balance together with interest calculated on the amount of the Judgement Creditor's claim at the rate of 18.75% per annum (together with such interest as may be payable on any preferent creditor's claim) from the date of sale to date of registration of transfer, which amounts are to be secured by approved Banker's or Building Society guarantee to be delivered within 14 days of the sale. The following improvements are stated but not guaranteed: Brick building, Tiled Roof, 2 Bedrooms, Kitchen, Lounge, Toilet and Bathroom.

3. *CONDITIONS:* The full conditions of sale will be read out by the Auctioneer immediately prior to the sale and may be inspected at his office of the undersigned as well as the office of the Sheriff Mitchell's Plain South.

SIGNED AT CLAREMONT THIS 18TH DAY OF DECEMBER 1995.

DE KLERK & VAN GEND, Fourth Floor, Sanclare Building, Dreyer Street, CLAREMONT. Ref.: SD950294/ S. DUFFETT/em.)

Saakno: 13454/95

IN DIE LANDDROSHOF VIR DIE DISTRIK MITCHELL'S PLEIN GEHOU TE MITCHELL'S PLEIN

In die saak tussen **SAAMBOU BANK BEPERK,** Vonnisskuldeiser, en **KEVIN WAGNER,** Eerste Vonnisskuldenaar, **SHARON WAGNER,** Tweede Vonnisskuldenaar

Ingevolge 'n uitspraak in die Landdroshof Mitchell's Plein, en 'n Lasbrief vir Eksekusie, sal die volgende eiendom geregtelik verkoop word op Maandag, 5 Februarie 1996 om 10h00, aan die hoogste bieder by Galaxysingel 1, Westgate, Mitchell's Plain, Kaap.

ERF 737, Weltevreden Vallei in die plaaslike area van Weltevreden Vallei, Kaapse Afdeling, GROOT: 414 (Vierhonderd en Veertien) vierkante meter GEHOU KRAGTENS: T3682/1992 OOK BEKEND AS: Galaxysingel 1, Westridge, Mitchell's Plein, Kaap.

VEILINGSVOORWAARDES:

1. Die veiling is onderworpe aan die bepalings en voorwaardes van die Wet op Landdroshowe, die reëls daarkragtens uitgevaardig en van die Titelbewyse van die eiendom en die eiendom sal, onderworpe aan voormelde, aan die hoogste bieder verkoop word.

2. *BETALING:* 10% van die koopsom sal kontant ten tyde van die veiling betaal word en die volledige saldo, tesame met rente daarop teen 18.75% per jaar, bereken op die bedrag van die Vonnisskuldeiser se eis (en indien daar enige ander voorkeurkrediteur is, is die rente ook op sodanige voorkeurkrediteur se eis betaalbaar), van die veilingsdatum tot datum van oordrag teen registrasie van oordrag, welke bedrae deur 'n goedkeurde waarborg van 'n Bank of Bouvereniging gesekureer moet word en binne 14 dae van die veilingsdatum ingedien moet word. Die volgende veranderings word gemeld, maar nie gewaarborg nie: Baksteen woonhuis met teëldak, 2 slaapkamers, Kombuis, Sitkamer, Toilet en Badkamer.

VOORWAARDES: Die volledige veilingsvoorwaardes sal onmiddellik voor die veiling deur die Afslaer voorgelees word en lê ter insae in die kantoor van die ondergetekende sowel as die kantore van die Balju Mitchell's Plein Suid.

GETEKEN TE CLAREMONT HIERDIE 18DE DAG VAN DESEMBER 1995.

DE KLERK & VAN GEND, Vierde Vloer, Sanclaregebou, Dreyerstraat, CLAREMONT. Verw.: SD950294/S DUFFETT/em.

SAAK NR: 2673/95

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN MOSSELBAAI GEHOU TE MOSSELBAAI

In die saak tussen: **EERSTE NASIONALE BANK VAN SUIDELIKE AFRIKA BEPERK,** EISER, en **DUMISANI JOSEPH SHABALALA,** VERWEERDER

Ingevolge 'n Vonnis toegestaan in die Landdroshof Mosselbaai en 'n Lasbrief vir Eksekusie gedateer 11 Augustus 1995 sal die volgende eiendom verkoop word deur MOSSELBAAI AFSLAERS EN ASSURANSIEAGENTE aan die hoogste bieër op WOENSDAG, 31 JANUARIE 1996 om 11h00 te ondervermelde perseel:

ERF 10980 MOSSELBAAI in die Munisipaliteit en Afdeling van Mosselbaai Provinsie Wes-Kaap GROOT 780 (SEWEHONDERD EN TAGTIG) vierkante meter GEHOU kragtens Transportakte nr. T 46533/92 (ook bekend as Koningklipstraat 50, Uitbreiding 26, MOSSELBAAI).

Die volgende verbeteringe is op die eiendom aangebring alhoewel niks in hierdie opsig gewaarborg word nie: Woonhuis met sitkamer, kombuis, 3 slaapkamers, 2 badkamers en enkel motorhuis.

VOORWAARDES VAN VERKOPING:

1. Die eiendom sal verkoop word sonder reserwe aan die hoogste bieër en sal onderworpe wees aan die terme en voorwaardes van die Landdroshowewet en Reëls daaronder geproklameer en van die terme van die Titelakte in sover dit van toepassing mag wees.

2. TERME: Die koopprys sal betaalbaar wees synde 10% daarvan op die dag van verkoping aan die Balju en die balans tesame met rente daarop vanaf datum van verkoping tot datum van registrasie van transport teen 'n rentekoers van 18,25% per jaar sal binne 30 dae vanaf die datum van verkoping aan die Balju of die oordragprokureurs betaal word of gedek word deur 'n goedgekeurde Bank- of Bouvereinigingwaarborg binne die gemelde tydperk.

3. VOORWAARDES: Die Voorwaardes van Verkoping lê vir insae by die kantoor van Mnre. Miller Terblanche & Zietsman, Cuffstraat 5, MOSSELBAAI en die Balju, Montagustraat 99, MOSSELBAAI.

GEDATEER te MOSSELBAAI op hierdie 19de dag van DESEMBER 1995.

MILLER TERBLANCHE & ZIETSMAN, Prokureurs vir Eiser, Cuffstraat 5, Posbus 83, MOSSELBAAI, 6500.

Case no. 4342/95

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

In the matter between **NEDCOR BANK LIMITED,** Plaintiff, and **HAROLD ROBEN SCHWARTZ,** Defendant

In terms of a Judgment given in the Magistrates Court at STRAND on the 11 OCTOBER 1995 and under a Warrant of Execution issued thereafter, the following immovable property known as:

ERF 17822 STRAND in the Municipality of the Strand, Division of Stellenbosch, Western Cape Province, MEASURING: 128 square metres, HELD by Deed of Transfer no T 97126/94, also known as 41 NAZLI CRESCENT, STRAND will be sold in execution on the 7TH day of FEBRUARY 1996 at 11H00 at 41 NAZLI CRESCENT 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 conditions of sale are as follows:

1. The sale shall be subject to the terms and conditions of the Magistrates Court Act and the rules made thereunder.

2. The Purchaser shall pay 10% 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 days of the balance of the purchase price and interest.

3. The purchaser shall be liable for payment of all arear 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:

3 BEDROOMS, 1 OPEN PLAN KITCHEN, 1 LOUNGE, 1 BATHROOM AND TOILET.

DATED at SOMERSET WEST this 8TH DAY of DECEMBER 1995.

MORKEL & DE VILLIERS INC., Per: P. DU TOIT, 1st Floor, Elwil Centre, 14 Caledon Street, SOMERSET WEST. Tel. 024-512928. PO Box 12, SOMERSET WEST 7129.

CASE NO. 15312/1993

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF EAST LONDON HELD AT EAST LONDON

In the matter between: **REGINALD BOSWORTH-SMITH,** Plaintiff, and **MINNIE DOROTHY SCHEEPERS,** Defendant

In persuance of a Judgment of the above Honourable Court and a Writ of Execution dated the 6th of NOVEMBER, 1995, the following property will be sold on the 26TH JANUARY, 1996, at 09.00 am at the Main Foyer, Magistrate's Court, Buffalo Street, EAST LONDON, to the highest bidder:

ERF 26319 EAST LONDON, East London Transitional Local Council, Division of EAST LONDON, *IN EXTENT* Three hundred and twenty eight (328) Square Metres situated at 5 SONNEBLOM STREET, PARKSIDE, EAST LONDON, being a dwelling house with usual outbuildings.

The Conditions of Sale are available for inspection at the office of the Plaintiff's Attorneys, and will be read immediately prior to the sale and include the following material terms:

1. The sale is subject to terms and conditions of the Magistrate's Court Act and Rules made thereunder, and will be sold to the highest bidder without reserve.

2. 10% of the purchase price will be payable on the day of sale and will be forfeited if the sale is cancelled and the balance of the purchase price with interest thereon at the rate of 22% p.a. shall be guaranteed for payment against transfer.

3. The Purchaser shall pay all rates, taxes, costs of transfer, Auctioneer's commission and advertising in addition to the purchase price.

4. The sale shall be voetstoots.

5. Vacant possession shall be given to the purchaser from the date of sale from which date all risk shall pass to the Purchaser.

J.A. JAZBEK & COMPANY (Plaintiff's Attorneys), 1st Floor, Sterling House, 24 Gladstone Street, EAST LONDON. (REF. MR M A YAZBEK/MRS McGILL.)

CASE NO: 14582/94

CAPE OF GOOD HOPE PROVINCIAL DIVISION

IN THE SUPREME COURT OF SOUTH AFRICA

In the matter between: **FIRST NATIONAL BANK OF SOUTHERN AFRICA LIMITED,** Plaintiff, and **WILLEM OWIES,** Defendant

In pursuance of a judgment of the abovementioned Honourable Court in the above matter dated 21 December 1994, I shall sell in execution by public auction at 10h00 on Wednesday 31 January 1996, subject to the conditions of sale to be read at the sale, the following immovable property:

CERTAIN: Erf 29953 Bellville, in the Regional Metropolitan Substructure of Bellville, Cape Division; MEASURING; 300 (three hundred) square metres; COMPRISING: a single-storey house with a tiled roof, with two bedrooms, a lounge, a kitchen and a bathroom; HELD UNDER: Deed of Transfer No. T83940/92; SITUATED AT: 10 Braille Street, Belhar.

The conditions of sale will lie for inspection at my office at Bellville.

DEPUTY SHERIFF: BELLVILLE, BISSET BOEHMKE MCBLAIN, per: S V SHAPIRO, Attorneys for Plaintiff, 13th Floor, Cartwright's Corner House, Adderley Street, CAPE TOWN, 8001.

SALE IN EXECUTION

NEDCOR BANK LIMITED *vs* MATE INVESTMENTS (PTY) LTD

WYNBERG CASE NO. 34668/95

THE PROPERTY: ERF 59429 CAPE TOWN AT CLAREMONT, IN THE AREA OF THE TRANSITIONAL METROPOLITAN SUBSTRUCTURE OF CAPE TOWN, CAPE DIVISION, WESTERN CAPE PROVINCE.

IN EXTENT: 421 SQUARE METRES.

SITUATE AT: 49 DALE STREET, RONDEBOSCH EAST.

IMPROVEMENTS (not guaranteed): SINGLE DWELLING: BRICK WALLS: ASBESTOS ROOF 3 BEDROOMS: LOUNGE: DINING ROOM: KITCHEN: 1 BATHROOM 1 TOILET: CAR PORT.

DATE OF SALE: 31 JANUARY 1996 at 12.00 P.M.

PLACE OF SALE: 49 DALE STREET, RONDEBOSCH EAST.

MATERIAL CONDITIONS: The Sale will be voetstoots, by Public Auction to the highest bidder, the purchase price payable as follows: R2 500 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 Claremart Auctioneers, 21 Paarden Eiland Road, Paarden Eiland.

MATZ WATERMEYER, Attorneys for Judgment Creditor, 135 Main Road, CLAREMONT.

SALE IN EXECUTION

NEDCOR BANK LIMITED *vs* J WILSON

WYNBERG CASE NO. 32010/95

THE PROPERTY: ERF 60378 CAPE TOWN AT LANDSDOWNE, IN THE MUNICIPALITY OF CAPE TOWN, CAPE DIVISION.

IN EXTENT: 521 SQUARE METRES.

SITUATE AT: 39 LADBROOK ROAD, KENWYN.

IMPROVEMENTS (not guaranteed): SEMI-DETACHED: TILED ROOF: BRICK WALLS: 2 KITCHENS: 2 LOUNGES: 4 BEDROOMS: 2 BATHROOMS: 2 TOILETS.

DATE OF SALE: 31 JANUARY 1996 at 2.00 P.M.

PLACE OF SALE: 46 LADBROOK ROAD, KENWYN.

MATERIAL CONDITIONS: The Sale will be voetstoets, by Public Auction to the highest bidder, the purchase price payable as follows: R2 500 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.

MATZ WATERMEYER, Attorneys for Judgment Creditor, 135 Main Road, Claremont.

CASE NO: 36042/94

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

FREDERICK PETER MILLER, First Execution Creditor, and **VIVIAN MILLER,** Second Execution Creditor, and **DESMOND FRANK COBOT LOMBARD,** Execution Debtor

The following property will be sold voetstoots and without reserve in execution by PUBLIC AUCTION outside the Court House, Wynberg, to the highest bidder on 7TH FEBRUARY 1996 AT 10 A.M.:

ERF (REMAINDER) 2215, GRASSY PARK, IN THE MUNICIPALITY OF CAPE TOWN, CAPE DIVISION, IN EXTENT ONE THOUSAND AND FIFTY (1 050) SQUARE METRES. ADDRESS 228 SECOND AVENUE, LOTUS RIVER.

CONDITIONS OF SALE:

1. The following information is furnished but not guaranteed:

1 × Single Dwelling, brick walls under an asbestos roof consisting of approximately 3 × bedrooms, kitchen, lounge, bathroom, toilet.

2. The full and complete conditions of sale will lie for inspection at the offices of the Sheriff of the Court.

3. Payment shall be effected as follows:

TEN PER CENT (10%) of the purchaser price on the day of the sale and the balance together with interest thereon at the rate of SIXTEEN PER CENT (16)% per annum from the date of sale to date of registration of transfer against transfer of the property into the name of the purchaser, which payment shall be secured by an approved Bank or Building Society guarantee within FOURTEEN (14) days of the date of sale.

BUCHANAN BOYES, Per: W.D. BAXTER, 64 Church Street, WYNBERG.

CASE NO. 6328/95

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF EAST LONDON HELD AT EAST LONDON

In the matter between: **NEDCOR BANK LIMITED, Plaintiff,** and **MR L G SMITH, 1st Defendant, MRS P D SMITH, 2nd DEFENDANT**

In pursuance of a judgment of the above Honourable Court and a Warrant of Execution dated 20th June 1995 the following property will be sold on Friday, 26TH JANUARY 1996 at 10H00 to the highest bidder subject to the provisions of the Conditions of Sale:

ERF 31317 (A PORTION OF ERF 31326) EAST LONDON, Municipality and Division of EAST LONDON, IN EXTENT 691 (Six Hundred and Ninety-One) Square Metres, HELD under T5636/1994, known as 7 Chapman Place, Buffalo Flats, East London.

The sale aforesaid will take place at the Magistrate's Court, Buffalo Street, 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.

3. The full Conditions of Sale may be inspected at the offices of the Plaintiff's Attorneys and these will be read out by the Auctioneer immediately before the sale.

4. The following information is furnished, but not guaranteed:—

A conventional dwelling under pitched concrete tiles, comprising 3 bedrooms, 1 bathroom, lounge and kitchen.

DATED at EAST LONDON on this 22nd day of NOVEMBER, 1995.

Sgd. C. KLOOT, BATE, CHUBB & DICKSON INC., Plaintiff's Attorneys, Suite 3, Norvia House, 34 Western Avenue, Vincent, EAST LONDON. REF: MR KLOOT/LDM/W00018.

CASE NO. 11062/95

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF EAST LONDON HELD AT EAST LONDON

In the matter between: **NEDCOR BANK LIMITED, Plaintiff,** and **MR W J C VAN ROOY, Defendant**

In pursuance of a judgment of the above Honourable Court and a Warrant of Execution dated 28TH SEPTEMBER 1995 the following property will be sold on FRIDAY the 26th JANUARY 1996 at 10H00 to the highest bidder subject to the provisions of the Conditions of Sale:

ERF 1145 GONUBIE, Municipality of Gonubie, Division of EAST LONDON, IN EXTENT 1 011 (One Thousand and Eleven) Square Metres, HELD BY T3950/1993, known as 13 - FOURTEENTH AVENUE, GONUBIE.

The sale aforesaid will take place at the property itself being:—

13 - FOURTEENTH AVENUE, GONUBIE.

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.

3. The full Conditions of Sale may be inspected at the offices of the Plaintiff's Attorneys and these will be read out by the Auctioneer immediately before the sale.

4. The following information is furnished, but not guaranteed:—

A conventional dwelling under pitched tiled roof, comprising 5 bedrooms, 3 bathrooms, lounge, family room, dining-room, 2 studies, kitchen and 2 garages.

DATED at EAST LONDON on this 21st day of NOVEMBER, 1995.

Sgd. C. KLOOT, BATE, CHUBB & DICKSON INC., Plaintiff's Attorneys, Suite 3, Norvia House, 34 Western Avenue, Vincent, EAST LONDON. REF: MR KLOOT/LDM/W01338.

Case 2005/95

IN THE MAGISTRATES COURT FOR THE DISTRICT OF SIMON'S TOWN HELD AT SIMON'S TOWN

In the matter between: **NEDCOR BANK LIMITED,** Plaintiff, and **SHAUN MELDON LAYTERS,** First Defendant, **SILVIA LAYTERS,** Second Defendant

In pursuance of a Judgment in the above Court and Writ of Execution dated 2 August 1995, the following property will be sold in execution on 14 FEBRUARY 1996 at 11H00, to the highest bidder at the site of the property, 56 Callisto Way, Ocean View:

ERF 1401, OCEAN VIEW, IN EXTENT 187 SQUARE METRES, HELD BY DEED OF TRANSFER NO. T71354/92, SITUATE AT 56 CALLISTO WAY, OCEAN VIEW, Consisting of 2 bedrooms, 1 toilet bathroom, lounge, kitchen. No garage.

Conditions of Sale:

1. The sale shall be subject to the terms and conditions of the Magistrate's Court Act, the Rules made thereunder and of the Title Deeds of the property and the property shall, subject to the aforegoing, be sold to the highest bidder.

2. Payment: Ten percentum (10%) of the purchase price must be paid together with interest payable by the Judgment Debtor calculated on the amount of the Judgment Creditor's claim (and in the event of there being any preferent creditor's claim) from the date of sale to the date of transfer against registration of transfer, which amounts are to be secured by approved bank or building society guarantee to be delivered within FOURTEEN (14) days of the date of sale.

3. 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 Magistrates Court, Simon's Town.

DATED AT FISH HOEK THIS THE 12 DECEMBER 1995.

BUCHANAN BOYES INC., per: Plaintiff's Attorneys, Hove-To, Medical Centre, 18 Kommetjie Road, FISH HOEK. Phone 782 6025. (REF: L BORRETT/798.)

CASE NO. 30436/95

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT ELIZABETH HELD AT TODD CHAMBERS, TODD STREET, PORT ELIZABETH

In the matter between: BOLAND BANK PKS LIMITED, PLAINTIFF, and ROCOLA INDUSTRIES CC, 1ST DEFENDANT, EDWARD KENNETH ROGERS, 2ND DEFENDANT, EDWARD FRANK ROGERS, 3RD DEFENDANT

In pursuance of a Judgment of the above Court dated the 27th SEPTEMBER 1995, and an attachment in execution dated 4th OCTOBER 1995, the following property will be sold at the front entrance of the New Law Courts, North End, Port Elizabeth, by public auction on FRIDAY, 2 FEBRUARY 1996 at 14H15 to the highest bidder.

ERF 1080, FAIRVIEW, IN THE MUNICIPALITY AND DIVISION OF P E, IN EXTENT 870 SQUARE METRES, HELD UNDER DEED OF TRANSFER NO. T97048/94, BONDED TO BOLAND BANK LIMITED, FIRST BOND, NO. B96801/94 AND TO BOLAND BANK LIMITED, SECOND BOND, NO. B17595/95, SITUATED AT CNR. WILLIAM MOFFAT EXPRESS WAY AND CIRCULAR DRIVE.

DESCRIPTION: Consisting of a painted brick building, with front and back entrance, with one large single room divided by a divider, tiled floors, double wash basins, two toilets in an outhouse which is attached to the main building. There is an unfinished brick coolroom, without a roof. The main building has a corrugated iron roof.

The full Conditions of Sale will be read immediately prior to the sale and may be inspected at the offices of the SHERIFF OF THE COURT, PORT ELIZABETH - SOUTH, 36 North Street, North End, Port Elizabeth.

TERMS 10% in cash on the date of sale and the balance against transfer.

DATED AT PORT ELIZABETH THIS 18TH DAY OF DECEMBER 1995.

DEON VAN VOLLENHOVEN, BURMAN KATZ, Plaintiff's Attorneys, Park Chambers, 102 Park Drive, PORT ELIZABETH. REF: MR L SCHOEMAN/BA/B1016.

SAAKNR. 12338/94

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN KUILSRIVIER GEHOU TE KUILSRIVIER

EISER: **NBS BANK BEPERK**

VERWEERDER: **J M & M E CYSTER**

EIENDOM GELEË TE: **MALABAR SINGEL 6, DENNEMERE, BLACKHEATH.**

Ingevolge 'n Vonnis van die Landdroshof te KUILSRIVIER gedateer 24 JANUARIE 1995 en 'n Lasbrief tot Beslaglegging van Onroerende eiendom word die eiendom hieronder beskryf, by die perseel te MALABAR SINGEL 6, DENNEMERE, BLACKHEATH per publieke veiling te koop aangebied op 6 FEBRUARIE 1996 om 12h30.

ERF 2212, GAYLEE, AFDELING STELLENBOSCH, GROOT: 230 VIERKANTE METER, OOK BEKEND AS MALABAR SINGEL 6, DENNEMERE, BALCKHEATH, GEHOU KRAGTENS TRANSPORTAKTE NR T4306/89.

VOORWAARDES:

1. Die eiendom sal deur die Afslaer en/of Balju Landdroshof van KUILSRIVIER verkoop word aan die hoogste bieder, onderhewig aan die hiernavermelde voorwaardes.

2. Indien die afslaer 'n fout by die verkoping maak, is so 'n fout nie op enige van die partye bindend nie, maar kan dit reggestel word. By die weiering van 'n bod, kan die eiendom onmiddellik vir verkoping aangebied word.

3. (a) Die Koper moet 'n deposito van TIEN PERSENT (10%) van die koopprys kontant op die dag van die verkoping betaal, die balans betaalbaar teen transport en verseker te word deur 'n waarborg van 'n Bank of Bouvereniging wat deur die Eiser se Prokureurs goedgekeur is, die waarborg aan die Balju en/of Afslaer binne sewe (7) dae na die datum van verkoping verstrek word.

3. (b) Indien die transport van die eiendom nie binne een maand na die verkoping geregistreer is nie, sal die Koper aanspreeklik wees vir betaling van rente teen 18.25% per jaar op die balans van die koopprys, vanaf die verloop van een maand na die verkoping tot datum van transport.

4. Die Koper moet afslaersgelde op die dag van die verkoping betaal, asook hereregte, transportkoste en agterstallige belastings en ander uitgawes wat nodig is om transport te laat geskied op versoek van die Prokureur van die Vonnisskuldeiser asook Belasting op Toegevoegde Waarde (BTW).

En verder onderworpe aan die veilingsvoorwaardes wat uitgelees sal word ten tye van die van die veiling, en wat ter insae sal lê by die kantoor van die Balju Landdroshof, KUILS RIVER en by die kantoor van die ondergemelde BILL TOLKEN HENDRIKSE EN VENNOTE, Prokureurs van Eiser, Sarel Cilliersstraat 1, Bellville.

BILL TOLKEN HENDRIKSE & VENNOTE, POSBUS 687, SANLAMHOF, 7532. 13 DESEMBER 1995. VERWYSING: MEV SWART/ECN434.

SALE IN EXECUTION

IN THE MAGISTRATE'S COURT, KUILS RIVER. CASE NO. 3475/95. ABSA BANK LIMITED, trading as UNITED BANK versus THE TRUSTEES FOR THE TIME BEING OF JANSE VAN VUUREN FAMILY TRUST. 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, 4 BOSONIA STREET, KUILS RIVER, 7580 on WEDNESDAY, 31 JANUARY 1996 at 11H30. ERF 1663, KUILS RIVER, in the Municipality of Kuils River, in extent 1 189 (ONE THOUSAND ONE HUNDRED AND EIGHTY NINE) square metres, held by Deed of Transfer No. T83428/94 and situate at 4 BOSONIA STREET, KUILS RIVER, 7580.

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 a lounge, diningroom, kitchen, 4 bedrooms, 2 bathrooms and double garage.

3. Payment: 10% 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% 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 CAPE TOWN on 07/12/1995.

MALAN LAÄS & SCHOLTZ, G. VISSER, Plaintiff's Attorney. Ref: GJV/SG Z30709. 3 Viola Street, TABLE VIEW. Telephone: (021) 557-6016.

CASE NO. 35762/95

MAGISTRATE'S COURT DISTRICT PORT ELIZABETH

NEDCOR BANK LIMITED versus **KAREL WILLEM BOTHA, CATHARINA MARIA BOTHA**

In pursuance of a Judgment dated 23rd October 1995 and an attachment on the 17th November 1995, the following immovable property will be sold at 6 7th Avenue Newton Park, Port Elizabeth by public auction on Friday, 26th January 1996 at 11.00 a.m.

ERF 117, NEWTON PARK, In the Municipality and Division of Port Elizabeth, province of Eastern Cape, IN EXTENT 1 739 (One Thousand Seven Hundred and Thirty Nine) square metres, SITUATE AT 6 7th Avenue, Newton Park, PORT ELIZABETH.

While nothing is guaranteed, it is understood that on the property is a detached brick dwelling under an iron roof consisting of three bedrooms, kitchen, bathroom and double garage.

A substantial bond is available to an approved purchaser.

The Conditions of Sale may be inspected at the Office of the Sheriff, Magistrate's Court—NORTH, Danellyn Building, 12 Theale Street, North End, Port Elizabeth.

TERMS: 10% on the date of sale, the balance including V.A.T. if applicable, against transfer to be secured by a guarantee approved by Plaintiff's Attorneys to be furnished within 21 days of sale. Sheriff's charges (2½% on the first R20 000 and thereafter 1½% with a minimum of R200 and a maximum of R3 000) and Auctioneer's charges (4½%) plus V.A.T. in both cases are also payable on date of Sale.

DATED 13th DECEMBER 1995.

PAGDENS, Per: Plaintiff's Attorneys, Pagdens Court, 18 Castle Hill, PORT ELIZABETH.

CASE NO. 32992/95

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT ELIZABETH HELD AT PORT ELIZABETH

NEDCOR BANK LIMITED *versus* **JACQUES TERBLANCHE** and **DESIREE JILL TERBLANCHE**

In pursuance of a Judgment dated 10th October 1995 and an attachment on the 31st October 1995, the following immovable property will be sold at 24 Club One, Cromwell Street, Kamma Park, Port Elizabeth by public auction on Thursday, 25th January 1996 at 11.00 a.m.

(a) Section 17 (Seventeen), as shown and more fully described on Sectional Plan No. SS.341/92, in the scheme known as CLUB ONE in respect of the land and building or buildings situated at THEESCOMBE in the Municipality and Division of Port Elizabeth of which the floor area, according to the said Sectional Plan, is 78 (Seventy Eight) square metres in extent, and

(b)An undivided share in the common property.

SITUATE AT 24 Club One, Cromwell Street, Kamma Park, Port Elizabeth.

While nothing is guaranteed, it is understood that on the property is a brick dwelling under a tiled roof, consisting of 3 bedrooms, bathroom, 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-South, 36 North Street, North End, Port Elizabeth.

TERMS: 10% on the date of sale, the balance, including V.A.T. if applicable, against transfer, to be secured by a guarantee approved by Plaintiff's Attorneys to be furnished within 21 days of sale. Sheriff's charges [2½% on the first R20.000,00 and thereafter 1½% with a minimum of R200,00 and a maximum of R3.000,00) and Auctioneer's charges (4½%) plus V.A.T. in both cases are also payable on date of sale.

DATED 28th NOVEMBER 1995.

PAGDENS, Plaintiff's Attorneys, Pagdens Court, 18 Castle Hill, PORT ELIZABETH.

CASE NO. 14508/1992

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

In the matter between: **NBS BANK LIMITED** Formerly NATAL BUILDING SOCIETY LIMITED (Reg No. 87/01384/06), Plaintiff, and **LUCKMAUR PROPERTY INVESTMENTS CC,** Defendant

In pursuance of a judgment of the Magistrate's Court of GOODWOOD and Writ of Execution dated 28 January 1993, the property listed hereunder, and commonly known as 66 Friesland Crescent, MONTANA will be sold in Execution at the premises on Wednesday 31 of January 1996 at 12h00 to the highest bidder.

ERF 113091 CAPE TOWN at CAPE FLATS, in the Municipality of Cape Town, Cape Division.

IN EXTENT: 660 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 3 bedrooms, 2 servant's rooms, study, lounge, dining room, kitchen, bathroom, toilet, 2 garages, swimming pool.

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at office of the Sheriff of the Magistrate's Court, GOODWOOD, Epping Aveneu, ELSIES RIVER. A substantial loan can be raised for an approved purchaser with prior approval.

DATED AT CAPE TOWN this 8 day of December 1995.

SYFRET GODLONTON-FULLER MOORE INC., per: I BROODRYK, 11th Floor, N.B.S. Waldorf, 80 St. George's Mall, CAPE TOWN. (Ref: I BROODRYK/N.1313.)

CASE NO. 2562/1995

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 **CLIVE IVOR JOSPEHUS,** First Defendant, and **ELIZABETH WILHELMINA JOSEPHUS,** Second Defendant

In pursuance of a judgment of the Magistrate's Court of KUILS RIVER and Writ of Execution dated 6 April 1995, the property listed hereunder, and commonly known as 3 Sandpiper Way, Electric City, BLUE DOWNS will be sold in Execution in front of the Magistrate's Court KUILS RIVER on Wednesday 31 of January 1996 at 09h30 to the highest bidder.

ERF 4361 BLUE DOWNS, in the Blue Downs Local Area, Division Stellenbosch.

IN EXTENT: 311 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 3 bedrooms, lounge, kitchen, bathroom, toilet.

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at 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 5 day of December 1995.

SYFRET GODLONTON-FULLER MOORE INC., per: I BROODRYK, 11th Floor, N.B.S. Waldorf, 80 St. George's Mall, CAPE TOWN. (Ref: I BROODRYK/N.1942.)

CASE NO. 8010/1995

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 **KEITH PAUL BOUGAARD,** First Defendant, and **PAMELA JOYCE BOUGAARD,** Second Defendant

In pursuance of a Judgment of the Magistrate's Court of WYNBERG and Writ of Execution dated 18 April 1995, the property listed hereunder, and commonly known as 51 Taronga Road, CRAWFORD will be sold in Execution at the premises on Monday 29 of January 1996 at 12h00 to the highest bidder.

ERF REMAINDER ERF 42240 CAPE TOWN at CRAWFORD, in the Municipality of Cape Town, Cape Division.

IN EXTENT: 495 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 3 bedrooms, lounge, kitchen, bathroom, toilet, garage, swimming pool.

The Conditions of Sale:— The purchase price will be payable as to a deposit in cash of 10% and the balance against transfer.

The full Conditions of Sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Magistrate's Court, WYNBERG, 7 & 9 Electric Road, WYNBERG. A substantial loan can be raised for an approved purchaser with prior approval.

DATED AT CAPE TOWN this 10 day of November 1995.

SYFRET GODLONTON-FULLER MOORE INC. per: I BROODRYK 11th Floor, N.B.S. Waldort 80 St. George's Mall CAPE TOWN (Ref: S WILLIAMS/N.1993)

CASE NO.4363/94

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

In the matter between **SAAMBOU BANK LIMITED** (formerly SAAMBOU NATIONAL BUILDING SOCIETY), Execution Creditor, and **K.A. PETERSEN,** 1st Execution Debtor, and **J.E. PETERSEN,** 2nd Execution Debtor

In execution of a Judgment of the Magistrate's Court for the District of UITENHAGE dated 22nd August 1994 and in pursuance of an Attachment in Execution dated 10th October 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 the 25TH JANUARY 1996 at 11,00am of the following immovable property situated at: 9 CARINUS DRIVE, VANES ESTATE, UITENHAGE:

ZONED: RESIDENTIAL; being: ERF 9456 UITENHAGE, IN THE AREA OF UITENHAGE TRANSITIONAL LOCAL COUNCIL, DIVISION OF UITENHAGE, EASTERN CAPE PROVINCE; IN EXTENT: 1 548 SQUARE METRES: HELD BY: KEITH ARTHUR PETERSEN and JULIANA ELIZABETH PETERSEN under: DEED OF TRANSFER NO. T34704/93 and subject to the conditions referred to therein.

The following improvements are situate on the property although nothing in this respect if guaranteed: Single storey detached conventional brick dwelling under tile roof with entrance hall, lounge, 4 bedrooms, dining room, kitchen, 2 bathrooms, servant's quarters, double garage and store room.

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% of the Purchase Price and 5% SHERIFF'S (Auctioneer's) Charges up to R20 000-00 and thereafter 3% to a maximum of R6 000-00 with a minimum of R200-00 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 08th day of December 1995.

J.S. LEVY & LEVY Attorneys for Execution Creditor 301 S A Permanent Centre Caledon Street UITENHAGE.

CASE NO. 11363/93

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

In the matter between: **MILNERTON MUNICIPALITY** (now known as MILNERTON TRANSITIONAL METROPOLITAN SUB-STRUCTURE), Plaintiff, and **MR K GERICKE,** First Defendant, and **MRS S M GERICKE,** Second Defendant

In execution of the Judgment of the Magistrate's Court of GOODWOOD in the above matter, a sale will be held on MONDAY the 29TH day of JANUARY 1996 at 11.00AM at THE SITE of the following immovable property:

ERF 6819 MILNERTON, IN THE TRANSITIONAL METROPOLITAN SUBSTRUCTURE OF MILNERTON CAPE DIVISION, PROVINCE OF WESTERN CAPE EXTENT 1000 (ONE THOUSAND) Square Metres HELD by Deed of Transfer No. T1932/1992 ALSO known as 99 STEENOVEN STREET, BOTHASIG CONSISTING OF, ALTHOUGH NOTHING IS GUARANTEED IN THIS REGARD, ASBESTOS ROOF, BRICK WALLS, LOUNGE, DININGROOM, TV ROOM, KITCHEN, 3 BEDROOMS, BATHROOM AND SWIMMING POOL.

CONDITIONS OF SALE

1. The Sale is subject to the terms and conditions of the Magistrate's Court Act No 32 of 1944 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 purchaser shall pay a deposit of 10% of the purchase price in cash on the day of the sale, the balance with interest at the rate of 19,5% per annum from the date of sale to the date of registration of transfer and Value Added Tax on the purchase price, if applicable, to be secured by a bank or building society guarantee, approved by the Judgment Creditor's Attorneys, and to be furnished to the Sheriff within fourteen (14) days from the date of sale.

3. The transfer shall be effected by the attorneys for the Judgment Creditor and the purchaser shall pay all transfer costs including transfer duty, current rates, taxes and other charges necessary to effect transfer including Value Added Tax on any of the aforegoing where applicable, upon request by the Judgment Creditor's attorneys.

4. 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 Goodwood Magistrate's Court, at Epping Avenue, Elsies River.

DATED at CAPE TOWN this 24th day of November 1995.

FINDLAY & TAIT INC Plaintiff's Attorneys 60 St Georges Mall CAPE TOWN REF: Miss Jackson/gn/87876.

CASE NO: 29199/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF CAPE TOWN HELD AT CAPE TOWN

In the matter between: **FIRST NATIONAL BANK OF SOUTHERN AFRICA LIMITED,** Execution Creditor (Plaintiff), and **JESSICA KIESWETTER,** Execution Debtor (Defendant)

IN PURSUANCE OF a judgment by the Court granted in the above suit the following immovable property and exclusive use area will on the **30th January 1996** at **10:30** be sold in execution. The auction will take place at **Section 25, Glatal Court, Kloofnek Road, Tamboerskloof, Cape Town** and the property to be sold is:

1. A unit consisting of:

Section 25, as shown and more fully described on Sectional Plan No. SS7/1990 in the building or buildings known as Glatal Court situated at Tamboerskloof, in the Municipality of Cape Town, Cape Division of which the floor area, according to the said Section plan, is 9 (nine) square metres in extent; and

an undivided share in the common property in the land and building or buildings as shown as more fully described on the said Section plan, apportioned to the said section in accordance with the participation quota of the said section held under Certificate of Registered Sectional Title No. ST11654/92.

2. The exclusive use area being under cover parking bay no. 12, Glatal Court, allocated by the Body Corporate of Glatal Court to the Execution Debtor.

Situated at: Glatal Court, Kloofnek Road, Tamboerskloof.

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

The said Section 25 consists of a store room and/or domestic servant's quarters in the complex whilst parking bay no. 12 consists of a under cover parking bay on the premises.

Terms:

1. The sale will be "voetstoots" without reserve and to the highest bidder but subject to the Magistrates' Courts Act and Rules and all conditions contained in the Title Deed under which the property is held.

2. Auctioneer's charges and 10% of the purchase price payble on the day of the sale and the balance to be secured within fourteen (14) days of the sale.

3. The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff of the above Court.

SIGNED at CAPE TOWN this the 14th day of DECEMBER 1995.

SGD J E COETZEE, ATTORNEY FOR PLAINTIFF, **MOSTER & BOSMAN,** 2nd Floor, Leadership House, 40 Shortmarket Street, P O BOX 1456, CAPE TOWN. (Ref: J E COETZEE.)

Case no. 4341/95

IN THE MAGISTRATES COURT FOR THE DISTRICT OF STRAND HELD AT STRAND

In the matter between NEDCOR BANK LIMITED, Plaintiff, and **PETER JACOBUS LEIBRANDT married in community of property to CHRISTELL ELAINE JANE LEIBRANDT, Defendant**

In terms of a Judgment given in the Magistrates Court at STRAND on the 11th October 1995 and under a Warrant of Execution issued thereafter, the following immovable property known as:

ERF 14637, STRAND, in the Municipality of the Strand, Division of Stellenbosch, Western Cape Province.

MEASURING: 261 square metres, HELD by Deed of Transfer no T 97124/94, also known as 43 JASMIN STREET, CASA-BLANCA, STRAND, will be sold in execution on the 7TH day of FEBRUARY 1996 at 10H00, at 43 JASMIN STREET, CASA-BLANCA, 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% 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 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: 1 LOUNGE, 1 KITCHEN, 1 BATHROOM AND TOILET, 3 BEDROOMS, TOILET AND BASIN IN MAIN BEDROOM.

DATED at SOMERSET WEST this 12TH day of JANUARY 1996.

MORKEL & DE VILLIERS INC., Per: P. DU TOIT, 1st Floor, Elwil Centre, 14 Caledon Street, SOMERSET WEST. Tel. 024-512928., SOMERSET WEST, 7129.

CASE NO: 27408/91

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

In the matter between **NBS BANK LIMITED** Plaintiff and **I L CLARKE** Defendant

In persuance of the Warrant of Execution of the above Honourable Court, the undermentioned property will be sold by Public Auction at the premises on 1 February 1996 at 10h45.

PROPERTY: ERF 11846 PAROW, in the Municipality of Parow, Administrative District of the Cape;

MEASURING: 446 (Four Hundred and Forty Six) Square Metres;

HELD BY: Deed of Transfer No. T.2722/1984.

More specifically known as No. 25 Poplar Street, RAVENSMEAD.

CONDITIONS OF SALE

1. The sale will be subject to the terms and conditions of the Magistrate's Court Act No. 32 of 1944, as amended, and the Title Deeds insofar as same are applicable.

2. The property will be sold "voetstoots" to the highest bidder.

3. The sale will be subject to further conditions which will be read out immediately prior to the sale. The full conditions of sale may be inspected at the offices of the undersigned.

DATE: 18 DECEMBER 1995.

AUCTIONEER FOR PLAINTIFF, Sheriff, Magistrate's Court, No. 29 Northumberland Street, Bellville. Mr A Matthee.

KRUGER AND MARAIS Inc., Attorneys for Plaintiff, 16 McIntyre Street, PAROW, 7500. (Ref: HPM Kruger/svd/NB0093).

Case No. 39084/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT ELIZABETH HELD AT PORT ELIZABETH

In the Matter between: **NBS BANK LIMITED** Plaintiff and **ANTHONY VIDALIS** in his capacity as Co-Trustee of the VMM Family Trust TM.4082, First Defendant, **ANTHONY VIDALIS** Second Defendant, **SOPHIA VIDALIS,** Third Defendant, and **ADAMANDIA VRACHIONIDES,** Fourth Defendant

In pursuance of a Judgment in the Court for the Magistrate of Port Elizabeth dated 23 JUNE 1995 and a Writ of Execution dated 28 June 1995 the property listed hereunder will be sold in execution on FRIDAY, 14 FEBRUARY 1996 at the front entrance of the New Law Courts, North End, Port Elizabeth at 14h15.

CERTAIN SECTION NO 11 (ELEVEN) as shown and more fully described on Sectional Plan No. SS 199/1993 in th scheme known as CRESTVIEW in respect of the land and buildings situate at KABEGA in the Municipality of PORT ELIZABETH of which the floor area, according to the sectional plan is 75 (SEVENTY FIVE) square metres in extent; and

An undivided share in the common unit in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan.

Held under Deed of Transfer No. ST 11888/93.

SITUATED AT House 5, Section 11, Crestview, Port Elizabeth.

IMPROVEMENTS: Although not guaranteed, it consists of brick under tile with lounge; dining-; 2 beds-; 1 bath-; 1 W.C.; varandah; garden and parking facility.

MATERIAL CONDITIONS OF SALE

1. The property shall be sold voetstoots without reserve and to the highest bidder, and shall be subject to the Conditions of Sale, the terms of the Magistrate's Court Act and the Rules made thereunder and of the Title Deeds, insofar as these are applicable.

2. Ten per cent (10%) of the purchase price shall be paid on signature of the Conditions of Sale and the balance plus 18,25% (EIGHTEEN COMMA TWO FIVE PERCENT) interest thereon per annum shall be secured within fourteen (14) days by a Bank or other suitable Guarantee payable against registration of transfer.

The full Conditions may be inspected at the Office of the Sheriff of the Magistrate's Court.

DATED at PORT ELIZABETH this the 14th day of DECEMBER 1995.

JOUBERT GALPIN & SEARLE, Plaintiff's Attorneys, 1st Floor, NBS Building, 30 Main Street, P O Box 59, Port Elizabeth. Tel: (041) 56-2885.

SAAKNR. 22370/1988

IN DIE LANDDROSHOF VIR DIE DISTRIK BELLVILLE GEHOU TE BELLVILLE

In die saak tussen: **PAROW MOTORHANDELAARS (EDMS) BEPERK,** Eiser en **P D FERREIRA** Verweerder

Ter uitvoering van 'n Vonnis van die bogemelde Agbare Hof gedateer 1 Desember 1988 sal die hiernabeskrewe vaste eiendom in Eksekusie verkoop word op DONDERDAG 1 FEBRUARIE 1996 om 10.00 voormiddag op die perseel te MORNAY-STRAAT 25, RAVENSMEAD aan die hoogste bieder, onderhewig aan die volgende voorwaardes en sodanige verdere voorwaardes as wat deur die Afslaer/Balju by die veiling uirtgelees sal word.

ERF 20067 PAROW, in die Gebied van die Metropolitaanse Oorgangsubstruktuur van Parow, Afdeling Kaap, Provinsie van die Wes-Kaap;

GROOT 446 vierkante meter;

GEHOU kragtens Transportakte Nr. T60241/1987.

Die volgende inligting word verstrek, maar niks word gewaarborg nie:-

Die eiendom is verbeter en bestaan uit 'n woonhuis met twee slaapkamers, sitkamer, kombuis, badkamer, toilet en motorhuis.

Die eiendom kan geïnspekteer word in oorleg met die Afslaer, Mnr C J Veldtman, Saambou-gebou, Voortrekkerweg 219, Parow (Tel. 92-0040) en/of Die balju, Mnr E J Matthee, Northumberlandstraat 29, Bellville (Tel. 948-8326).

BETAALVOORWAARDES

Tien persent (10%) van die koopprys van die eiendom moet onmiddellik na die veiling tesame met die Afslaers- en/of Baljukommissie betaal word. Die balans-koopprys is betaalbaar teen oordrag en moet verseker word deur 'n waarborg goedgekeur deur die Eiser se Prokureur en wat aan hom binne veertien (14) dae na die verkoping verskaf moet word.

VERKOOPVOORWAARDES

Die volledige verkoopvoorwaardes lê ter insae by die Afslaer, Mnr C. J Veldtman, Saambou-gebou, Voortrekkerweg 219, Parow (Tel. 92-0040) en/of Die Balju, Mnr E J Matthee, Northumberlandstraat 29, Bellville (Tel. 948-8326).

DATUM EN VERWYSING: 12 DESEMBER 1995. (JF/LA/P241).

ADVERTEERDER SE ADRES: FOURIE BASSON & VELDTMAN, Saambou-gebou, Voortrekkerweg 219, PAROW.

CASE NO: 825/95

IN THE MAGISTRATES COURT FOR THE DISTRICT OF SIMON'S TOWN HELD AT SIMON'S TOWN

In the matter between: **NEDCOR BANK LIMITED,** Plaintiff, and **CAROL CHALINE HENDRICKS,** Defendant

In pursuance of a Judgment in the above Court and Writ of Execution dated 2 November 1995, the following property will be sold in execution on 14 FEBRUARY 1996 at 12H00, to the highest bidder at the site of the property, 5 Callisto Way, Ocean View:

ERF 1459, OCEAN VIEW, IN EXTENT 110 SQUARE METRES, HELD BY DEED OF TRANSFER NO. T65660/1988, SITUATE AT 5 CALLISTO WAY, OCEAN VIEW, Consisting of Semi-detached house. Upstairs: 2 bedrooms. Downstairs: Lounge, kitchen, toilet. No garage.

Conditions of Sale:

1. The sale shall be subject to the terms and conditions of the Magistrate's Court Act, the Rules made thereunder and of the Title Deeds of the property and the property shall, subject to the aforegoing, be sold to the highest bidder.

2. *Payment:* Ten percentum (10%) of the purchase price must be paid together with interest payable by the Judgment Debtor calculated on the amount of the Judgment Creditor's claim (and in the event of there being any preferent creditor's claim) from the date of sale to the date of transfer against registration of transfer, which amounts are to be secured by approved bank or building society guarantee to be delivered within FOURTEEN (14) days of the date of sale.

3. *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 Magistrates Court, Simon's Town.

DATED AT FISH HOEK THIS THE 12 DECEMBER 1995.

BUCHANAN BOYES INC., Plaintiff's Attorneys, Hove-To, Medical Centre, 18 Kommetjie Road, FISH HOEK, Phone 782 6025 (REF: L BORRETT/46071)

SAAKNR. 8596/95

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN KUILSRIVIER GEHOU TE KUILSRIVIER

NBS BANK BEPERK, EISER, **D. J. & J. J. S. Peffer,** VERWEERDERS

EIENDOM GELEE TE: AMETHYSTWEG 79, HIGHBURY, KUILSRIVIER.

Ingevolge 'n Vonnis van die Landdroshof te KUILSRIVIER gedateer 20 SEPTEMBER 1995 en 'n Lasbrief tot Beslaglegging van Onroerende eiendom word die eiendom hieronder beskryf, by die perseel te AMETHYSTWEG 79, HIGHBURY, KUILSRIVIER per publieke veiling te koop aangebied op 6 FEBRUARIE 1996 om 11h00.

ERF 9052 KUILSRIVIER, AFDELING STELLENBOSCH, GROOT: 400 VIERKANTE METER, OOK BEKEND AS AMETHYSTWEG 79, HIGHBURY, KUILSRIVIER, GEHOU KRAGTENS TRANSPORTAKTE NR T38655/91.

VOORWAARDES

1. Die eiendom sal deur die Afslaer en/of Balju Landdroshof van KUILSRIVIER verkoop word aan die hoogste bieder, onderhewig aan die hiernavermelde voorwaardes.

2. Indien die afslaer 'n fout by die verkoping maak, is so 'n fout nie op enige van die partye bindend nie, maar kan dit reggestel word. By die weiering van 'n bod, kan die eiendom onmiddellik vir verkoping aangebied word.

3 (a) Die Koper moet 'n deposito van TIEN PERSENT (10%) van die koopprys kontant op die dag van die verkoping betaal, die balans betaalbaar teen transport en verseker te word deur 'n waarborg van 'n Bank of Bouvereniging wat deur die Eiser se Prokureurs goedgekeur is, die waarborg aan die Balju en/of Afslaer binne sewe (7) dae na die datum van verkoping verstrek word.

3 (b) Indien die transport van die eiendom nie binne een maand na die verkoping geregistreer is nie, sal die Koper aanspreeklik wees vir betaling van rente teen 18.25% per jaar op die balans van die koopprys, vanaf die verloop van een maand na die verkoping tot datum van transport.

4. Die Koper moet afslaersgelde op die dag van die verkoping betaal, asook hereregte, transportkoste en agterstallige belastings en ander uitgawes wat nodig is om transport te laat geskied op versoek van die Prokureur van die Vonnisskuldeiser asook Belasting op Toegevoegde Waarde (BTW).

En verder onderworpe aan die veilingsvoorwaardes wat uitgelees sal word ten tye van die van die veiling, en wat ter insae sal lê by die kantoor van die Balju Landdroshof, Kuils River en by die kantoor van die ondergemelde BILL TOLKEN HENDRIKSE EN VENNOTE, Prokureurs van Eiser, Sarel Cilliersstraat 1, Bellville.

BILL TOLKEN HENDRIKSE & VENNOTE, POSBUS 687, SANLAMHOF, 7532. 13 DESEMBER 1995. (VERWYSING: MEV SWART/EPN497.)

Case No. 10815/95

In the MAGISTRATE'S COURT for the DISTRICT of GOODWOOD HELD at GOODWOOD

In the matter between **ESKOM FINANCE COMPANY (PTY) LIMITED,** Judgment Creditor, and **JIMMY EMKIE,** 1st Judgment Debtor, and **DOROTHY RUTH EMKIE,** 2nd Judgment Debtor

In pursuance of a Judgment granted on the 30 October 1995, in the GOODWOOD Magistrate's Court, the following property will be sold to the highest bidder on 14 February 1996 at 11h00 at Goodwood Court House:

Description: ERF 32002 Goodwood in the local area of Elsies River, Cape Division, in extent: TWO HUNDRED AND FORTY TWO (242) square metres; Postal Address: 6 Quincy Crescent, Elsies River, Improvements: Dwelling: lounge kitchen 2 bedrooms bathroom toilet (NOT GUARANTEED) HELD by Deed of Transfer No. 10754/92;

1. The full and complete conditions of sale will be read immediately before the sale and will lie for inspection at the offices of the Sheriff and at the offices of the Auctioneer.

2. *Payment:* Ten percentum of the purchase price on the day of the sale and the balance together with interest calculated on Plaintiff's claim at the rate of 17,25% from the date of sale to date of registration of transfer against transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

DATED at PAROW this 6 December 1995.

VAN NIEKERK HC, VAN NIEKERK GROENEWOUD & VAN ZYL, Plaintiff's Attorneys, 101 Parow Chambers, 121 Voortrekker Road, 7500 PAROW, Telephone: (021) 92-6017, P O Box 713, PAROW, 7500. (Ref: W01547/HVN/MRS WOLMARANS.)

CASE NO: 28546/1995

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

In the matter between **FIRST NATIONAL BANK OF SOUTHERN AFRICA LIMITED,** Plaintiff, and **SHARFOODIEN BADROODIEN TAMBAY,** Defendant

In the above matter a sale will be held on Tuesday 30 January 1996 at 2.00pm AT THE SITE being: 30 Gamsa Way, RYLANDS ESTATE ERF 111846 Cape Town At Athlone in the Area of the Transitional Metropolitan Substructure of Cape Town, Cape Division, in the Province of the Western Cape.

MEASURING: Four Hundred and Twenty-Three (423) Square Metres.

CONDITIONS OF SALE

1. The sale is subject to the terms and conditions of the Magistrate's Court Act No. 32 of 1944, the property being sold voetstoots and as it stands and subject to the conditions of the existing Title Deed.

2. One-Tenth of the purchase price shall be paid immediately after the property is declared to be sold and the balance of the purchase price together with interest thereon at the current bank rate 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); Consisting of Brick Walls under a Tiled Roof; Double Storey; 1 Lounge; 1 Kitchen; 4 Bedrooms; 1 Bathroom and Garage.

4. The 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 MAGISTRATE'S COURT - WYNBERG. and at the offices of the undersigned.

DATED at GRASSY PARK this 22nd day of NOVEMBER 1995.

E. W. DOMINGO & ASSOCIATES, Per: Sgd: EW Domingo, Plaintiff's Attorneys, 21 Boekenhout Street, Cnr Spine & Katdoring Roads, Eastridge, Mitchells Plain, Phone: 391-3811 (REF: PS/mr)

CASE NO: 30875/95

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT ELIZABETH HELD AT TODD CHAMBERS, TODD STREET, PORT ELIZABETH

In the matter between **MANUEL GABRIEL MENDES,** Plaintiff, and **SOLOMZI VICTOR TOTO,** Defendant

In pursuance of a Judgment in the Court of the Magistrate in the District of Port Elizabeth dated 2ND OCTOBER 1995 the property listed hereunder will be sold in execution on Friday, 26TH day of JANUARY 1996, at 14h15 at the front entrance to the New Law Courts, North End, Port Elizabeth:

All the Defendant's right, title and interest in the leasehold in respect of ERF 76 KWADWESI, situate in the Kwamagxaki/ Kwadwesi Development Area, Administrative District of Port Elizabeth, Measuring: 284 (Two Hundred and Eighty Four) Square Metres, Situated at 22 Msenge Street, Kwadwesi, Port Elizabeth.

CONDITIONS OF SALE:

The purchase price will be payable as to a deposit in cash of 10% and the balance against transfer. The full Conditions of Sale will be read immediately prior to the sale and may be inspected at the offices of the Sheriff: Magistrate's Court, Port Elizabeth. A substantial Bank loan can be arranged for an approved purchaser.

DATED at PORT ELIZABETH on this the 28th day of NOVEMBER 1995.

BROWN BRAUDE & VLOK INC, per: Plaintiff's Attorneys, Hancocks House, 317 Cape Road, Newton Park, Port Elizabeth. (MR D C BALDIE/ah)

Case 6679/1992

MAGISTRATE'S COURT WYNBERG

ABSA BANK LIMITED, trading as UNITED BANK, *versus* **ERNEST DAVID MIDDLEWAY** and **FELICIA MIDDLEWAY**

The following property will be sold in execution in front of the Courthouse for the District of WYNBERG, on Wednesday, 7 February 1996, at 10:00, to the highest bidder:

Erf 83923 Cape Town at Retreat, in extent 549 square metres, Held by T6546/1991, Situate at 4 Harley Street, Retreat, Western Cape.

1 The following improvements are reported but not guaranteed: Vacant Land.

2 Payment: 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, per Attorneys for Judgment Creditor, 8 Riebeek Street, Cape Town. (Ref 102668/gt)

Case 1405/1995

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

ABSA BANK LIMITED, trading as **UNITED BANK** versus **FERIAL BEHARDIEN**

The following property will be sold in execution in front of the Courthouse for the District of WYNBERG, on Wednesday, 7 February 1996, at 10:00, to the highest bidder:

Erf 38893 Cape Town at Athlone, in extent 419 square metres.

Held by T6622/1978.

Situate at 37 Bilston Road, Athlone, Western Cape.

1. The following improvements are reported but not guaranteed:

Dwelling: Entrance, lounge, dining room, study, three bedrooms, bathroom/shower/toilet, toilet.

Garage.

2. Payment: 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 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 126922/gt.

SAAK NO. 15191/95

IN DIE LANDDROSHOF VIR DIE DISTRK VAN KLERKSDORP GEHOU TE KLERKSDORP

In die saak tussen **ALLIED BOUVERENIGING BEPERK,** Eiser, en
MBULELO DAVID NDILELE (1e Verw), en **FIKISWA PORTIA NDILELE** (2de Verw), Verweerder

INGEVOLGE uitspraak van die Landdros van Klerksdorp en Lasbrief vir Geregtelike Verkoping met datum 17 Oktober 1995 sal die ondergemelde eiendom op 2 Februarie 1996 om 10h00 by die kantoor van die Balju, Kerkstraat, Sanlam Gebou, Kamer 413, Klerksdorp aan die hoogste bieër verkoop word, naamlik:

ERF 2644 KHUMA, Registrasie Afdeling I.P., TRANSVAAL.

GROOT: 290 (TWEEHONDERD EN NEGENTIG) vierkante meter.

GEHOU: kragtens Algemene Plan No. L279/1988.

Die verkoop sal aan die volgende voorwaardes onderhewig wees:

1. Die eiendom sal "voetstoots" en sonder reserwe verkoop word aan die hoogste bieër, en die veiling sal onderworpe wees aan die voorwaardes van Artikel 66 van die Landdroshof Wet van 1944, soos gewysig, onderhewig egter aan die goedkeuring van die eerste verbandhouer, ABSA BANK BEPERK (Allied Bank).

2. Die koopprys sal betaalbaar wees teen betaling van 'n bedrag van 10 % van die koopprys in kontant onmiddellik na afhandeling van die verkoop, en die onbetaalde balans sal binne 21 (EEN EN TWINTIG) dae betaal word of gewaarborg word deur 'n goedgekeurde Bankwaarborg.

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

Woonhuis bestaande uit 3 slaapkamers, sitkamer, 1 badkamer, toilet, kombuis.

4. VOORWAARDES:

Die voorwaardes van verkoop mag gedurende kantoorure by die kantoor van die bode van die Hof, te Klerksdorp nagesien word.

GETEKEN te KLERKSDORP hierdie 28ste dag van November 1995.

(GET) D.J. JOUBERT, MEYER VAN SITTERT & KROPMAN, Prokureurs vir Eiser, S A Permanente Gebou, Boomstraat, KLERKSDORP, 2570.

CASE NO. 8904/95

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

ABSA BANK LIMITED, trading as UNITED BANK versus **WILLEM ADRIAAN WARWICK** and **BENITA WARWICK**

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, 7 WAVERN CLOSE, RICHWOOD, MILNERTON 7441 on MONDAY 29 JANUARY 1996 at 12H00. ERF 1167 RICHMOND PARK, in the Municipality of Milnerton, in extent 537 (FIVE HUNDRED AND THIRTY SEVEN) square metres, held by Deed of Transfer No. T57809/92 and situate at 7 WAVERN CLOSE, RICHWOOD, MILNERTON 7441.

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, GOODWOOD.

2. The following improvements on the property are reported but nothing is guaranteed: A dwelling comprising a lounge, diningroom, 2 bedrooms, bathroom and 2 garages.

3. Payment: 10% 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 % 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 bulding 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 28/11/1995.

MALAN LAÄS & SCHOLTZ, G VISSER, Plaintiff's Attorney, Ref: GJV SG Z00109, 3 Viola Street, TABLE VIEW, Telephone: (021) 557-6016.

CASE NO: 1781/95

IN THE MAGISTRATES COURT FOR THE DISTRICT OF SIMON'S TOWN HELD AT SIMON'S TOWN

In the matter between: **NEDCOR BANK LIMITED,** Plaintiff, and **PETER STEELE,** Defendant

In pursuance of a Judgment in the above Court and Writ of Execution dated 18 August 1995, the following property will be sold in execution on 14 FEBRUARY 1996 at 15H00, to the highest bidder at the site of the property, 9 Galleon Crescent, Sun Valley:

ERF 13071 FISH HOEK, IN EXTENT 729 SQUARE METRES, HELD BY DEED OF TRANSFER NO. T52289/1983, SITUATE AT 9 GALLEON CRESCENT, SUN VALLEY.

Consisting of 3 BEDROOMS, KITCHEN, LOUNGE/DININGROOM, ENTRANCE HALL, GARAGE & CAR PORT, SWIMMING POOL, ENCLOSED BRAAI AREA, TILED ROOF.

Conditions of Sale:

1. The sale shall be subject to the terms and conditions of the Magistrate's Court Act, the Rules made thereunder and of the Title Deeds of the property and the property shall, subject to the aforegoing, be sold to the highest bidder.

2. *Payment:* Ten percentum (10%) of the purchase price must be paid together with interest payable by the Judgment Debtor calculated on the amount of the Judgment Creditor's claim (and in the event of there being any preferent creditor's claim) from the date of sale to the date of transfer against registration of transfer, which amounts are to be secured by approved bank or building society guarantee to be delivered within fourteen (14) days of the date of sale.

3. *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 Magistrates Court, Simon's Town.

DATED AT FISH HOEK THIS THE 19 DECEMBER 1995.

BUCHANAN BOYES INC., Plaintiff's Attorneys, Hove-To, Medical Centre, 18 Kommetjie Road, FISH HOEK. Phone 782 6025. (REF: L BORRETT/790.)

CASE NO: 49665/91

IN THE MAGISTRATE'S COURT OF THE DISTRICT OF WYNBERG HELD AT WYNBERG

NEDCOR BANK LIMITED *versus* **ESTATE LATE: ZWELAKE TOMMY LALI**

THE PROPERTY: ALL RIGHT, TITLE AND INTEREST IN THE LEASEHOLD FOR RESIDENTIAL PURPOSES IN RESPECT OF 2091 KHAYELITSHA, IN THE AREA OF JURISDICTION OF THE PROVINCIAL ADMINISTRATION OF THE CAPE OF GOOD HOPE, ADMINISTRATIVE DISTRICT OF THE CAPE.

IN EXTENT: 178 SQUARE METRES.

SITUATE AT: B57 KGATI STREET, KHAYELITSHA.

IMPROVEMENTS (not guaranteed): ONE SINGLE DWELLING BUILT WITH BRICKS UNDER AN ASBESTOS SHEETING ROOF CONSISTING OF APPROX. 1 X BEDROOM; KITCHEN; BATHROOM/TOILET/HAND BASIN.

DATE OF SALE: 1 FEBRUARY 1996 at 10.00 A.M.

PLACE OF SALE: MAGISTRATE'S COURT, MITCHELLS PLAIN.

MATERIAL CONDITIONS: The Sale will be voetstoots, by Public Auction to the highest bidder, the purchase price herein payable as follows: R2500,00 in cash or by bank cheque upon signature of the conditions of sale; 10% of the purchase price less the sum of R2500,00 in cash or by bank cheque on the day of sale, and the balance on transfer together with interest thereon calculated in the manner set out more fully in the Conditions of Sale and subject to the terms set out in the Conditions of Sale which will be read immediately prior to the sale and which are available for inspection at the offices of the Sheriff, MITCHELLS PLAIN - KHAYELITSHA at 2nd Floor, The Plain, Allegro Lane, Town Centre, MITCHELLS PLAIN.

DATED AT CLAREMONT THE 18TH DAY OF DECEMBER 1995.

MATZ WATERMEYER, Attorneys for Judgment Creditor, 135 Main Road, CLAREMONT.

CASE NO. 11256/95

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF CAPE TOWN HELD AT CAPE TOWN

ABSA BANK LIMITED, t.a. VOLKSKAS BANK *versus* **ROCKLANDS MEDICAL CENTRE CC**

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, 13 WELLESLEY STREET, ROCKLANDS, MITCHELLS PLAIN 7785 on MONDAY 29 JANUARY 1996 at 10H00. ERF 13260 MITCHELLS PLAIN, in the Municipality of Cape Town, in extent 906 (nine hundred and six) square metres, held by Deed of Transfer No. T32020/90 and situate at 13 WELLESLEY STREET, ROCKLANDS, MITCHELLS PLAIN 7785.

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, STRANDFONTEIN.

2. The following improvements on the property are reported but nothing is guaranteed: A brick building comprising 8 rooms, 4 w.c.'ss, 2 kitchens under a tiled roof.

3. Payment: 10% 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 19,50 % 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 CAPE TOWN on 13/12/1995.

MALAN LAÄS & SCHOLTZ, G VISSER, Plaintiff's Attorney, 3 Viola Street, TABLE VIEW. Telephone: (021) 557-6016. Ref: GJV/SG Z30808.

Case No. 10595/94

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

In the matter between: **FIRST NATIONAL BANK OF SA LIMITED,** Plaintiff, and **MR R. W. R. BUTLER,** Defendant

In terms of a judgment granted by the Magistrate's Court of GOODWOOD dated 29th SEPTEMBER 1994, and a Warrant of Execution dated 5TH OCTOBER 1994 the undermentioned property will be sold voetstoots and without reserve in execution by PUBLIC AUCTION held on site to the highest bidder, on THURSDAY, 8TH FEBRUARY 1996 at 11am:

ERF 2755, MILNERTON, in the Municipality of Milnerton, Cape Division, more commonly known as 21 Visagie Street, Bothasig, Cape; IN EXTENT - 595 (Five Hundred and Ninety-Five) Square Metres;

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: "One single dwelling, built of brick walls and corrugated sheeting roof, consisting of 3 bedrooms, lounge, 1 bathroom and 1 kitchen".

3. 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 fourteen (14) 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, GOODWOOD.

A. G. BUTLER, for BUTLER & BLANCKENBERG, PLAINTIFF'S ATTORNEY, 21 BELMONT ROAD, RONDEBOSCH. REF: AGB/MRS RATCLIFFE.

SAAKNR. 12634/91

IN DIE LANDDROSHOF VIR DIE DISTRIK KUILSRIVIER GEHOU TE KUILSRIVIER

In die saak tussen **NBS BANK BEPERK,** EISER, en **C. B.** & **S. APRIL,** VERWEERDERS

Ingevolge 'n Vonnis van die Landdroshof te KUILSRIVIER gedateer 16 JANUARIE 1992, en 'n Lasbrief tot Beslaglegging van Onroerende eiendom word die eiendom hieronder beskryf, by die perseel te VELVET SINGEL 19, TUSCANY GLEN, EERSTERIVIER per publieke veiling te koop aangebied op 6 FEBRUARIE 1996 om 11h45:

ERF 881, BLUE DOWNS, AFDELING STELLENBOSCH, GROOT: 375 VIERKANTE METER, OOK BEKEND AS VELVET SINGEL 19, TUSCANY GLEN, EERSTERIVIER, GEHOU KRAGTENS TRANSPORTAKTE NR T23413/88.

VOORWAARDES:

1. Die eiendom sal deur die Afslaer en/of Balju Landdroshof van KUILSRIVIER VERKOOP WORD AAN DIE HOOGSTE BIEDER, ONDERHEWIG AAN DIE HIERNAVERMELDE VOORWAARDES.

2. Indien die afslaer 'n fout by die verkoping maak, is so 'n fout nie op enige van die partye bindend nie, maar kan dit reggestel word. By die weiering van 'n bod, kan die eiendom onmiddellik vir verkoping aangebied word.

3. (a) Die Koper moet 'n deposito van TIEN PERSENT (10%) van die koopprys kontant op die dag van die verkoping betaal, die balans betaalbaar teen transport en verseker te word deur 'n waarborg van 'n Bank of Bouvereniging wat deur die Eiser se Prokureurs goedgekeur is, die waarborg aan die Balju en/of Afslaer binne sewe (7) dae na die datum van verkoping verstrek word.

3. (b) Indien die transport van die eiendom nie binne een maand na die verkoping geregistreer is nie, sal die Koper aanspreeklik wees vir betaling van rente teen 21.00% per jaar op die balans van die koopprys, vanaf die verloop van een maand na die verkoping tot datum van transport.

4. Die Koper moet afslaersgelde op die dag van die verkoping betaal, asook hereregte, transportkoste en agterstallige belastings en ander uitgawes wat nodig is om transport te laat geskied op versoek van die Prokureur van die Vonnisskuldeiser asook Belasting op Toegevoegde Waarde (BTW).

En verder onderworpe aan die veilingsvoorwaardes wat uitgelees sal word ten tyde van die veiling, en wat ter insae sal lê by die kantoor van die Balju Landdroshof, KUILS RIVER en by die kantoor van die ondergemelde BIL TOLKEN HENDRIKSE EN VENNOTE, Prokureurs van Eiser, Sarel Cilliersstraat 1, Bellville.

DATUM: 13 DESEMBER 1995.

BILL TOLKEN HENDRIKSE & VENNOTE, POSBUS 687, SANLAMHOF, 7532. VERWYSING: MEV. SWART/EAN142.

SAAK NR: 9923/94

IN DIE LANDDROSHOF VIR DIE DISTRIK BELLVILLE GEHOU TE BELLVILLE

In die saak tussen: **FIDELITY BANK BEPERK,** Eiser, en **KENNETH HENRY BEGG,** Verweerder

In die gemelde saak sal 'n veiling gehou word op MAANDAG, 29 JANUARIE 1996 om 12:00 middag op die plek te Victoriaweg 161, Parow:

Die restant van Erf 9670, Parow, geleë in die Munisipaliteit van Parow, Afdeling Kaap; GROOT: 495 Vierkante meter; GEHOU deur die Verweerder kragtens Transportakte Nr T92890/93 gedateer 1 Desember 1993.

VERKOOPVOORWAARDES:

1. Die veiling is onderworpe aan die bepalings en voorwaardes van die Wet op Landdroshowe No. 32 van 1944, en die eiendom word voetstoots verkoop onderworpe aan die voorwaardes van die bestaande titelbewys.

2. Een-tiende van die koopprys word onmiddellik betaal nadat die eiendom as verkoop verklaar is en die balans van die koopprys tesame rente daarop teen 19,25% (negentien komma twee vyf persent) per jaar betaal word teen registrasie van oordrag wat onverwyld na die veiling gegee en geneem sal word.

3. Die volgende verbeteringe is op die eiendom aangebring (hoewel niks in hierdie opsig gewaarborg word nie): 'n Woonhuis bestaande uit sitkamer, eetkamer, vier slaapkamers, een en 'n halwe badkamers, kombuis, waskamer en dubbelgarage.

4. Die volledige veilingsvoorwaardes sal ten tye van die veiling voorgelees word en lê voor die tyd ter insae in die kantoor van die Balju van die Landdroshof, Northumberland 29, BELLVILLE en in die kantoor van die ondergetekende.

GEDATEER TE BELLVILLE OP HIERDIE 12 DE DAG VAN DESEMBER 1995.

E. L. CONRADIE, vir MARAIS MÜLLER, PROKUREUR VIR VONNISSKULDEISER, SEWENDE VERDIEPING, BLOK B, BSE SENTRUM, VOORTREKKERWEG 89, BELLVILLE. (Tel. nr.: 948-4061.) VERWYSING: E. L. CONRADIE/ac.

CASE NO. 640/95

IN THE SUPREME COURT OF SOUTH AFRICA

(EASTERN CAPE DIVISION)

In the matter between: **STANDARD BANK OF SOUTH AFRICA LIMITED,** Plaintiff, and **COERT RETIEF JORDAAN,** in his capacity as Trustee of DIE C. R. JORDAAN FAMILIE TRUST, Defendant

In pursuance of a Judgment of the Supreme Court of South Africa (Eastern Cape Division) granted on the 18th July, 1995, and attachment dated 8th August, 1995, the following immovable property of the Defendant will be sold at the offices of the Sheriff of the Supreme Court, 37 Church Street, Humansdorp, by public auction on Friday the 26th January, 1996, at 10 a.m.:

ERF 859 SEA VISTA in the area of the Local Council of St. Francis Bay, Division of Humansdorp, Province Eastern Cape. IN EXTENT: 1 090 (ONE THOUSAND AND NINETY) square metres. HELD by the Defendant by Deed of Transfer No. T 38499/90. (35 Praslin Reach, Sea Vista, St. Francis Bay, District Humansdorp).

Whilst nothing is guaranteed it is understood that the improvements on the property consist of a 3 bedroom dwelling house of brick under thatch with 2 bathrooms, garage and usual outbuildings situate on a canal with good view.

The Purchaser must make a deposit of TEN PER CENTUM (10%) of the purchase price, pay the fees of the Sheriff of the Supreme Court and the arrear rates on the date of the sale, the balance to be payable against registration of transfer and to be secured by a guarantee from a Bank or Building Society in favour of the Sheriff of the Supreme Court to be approved by the Plaintiff's Attorneys, within FOURTEEN (14) days of the date of sale.

The said property will be sold on the conditions which will be read out at the sale by the Sheriff of the Supreme Court, which conditions may be inspected at the offices of the Sheriff of the Supreme Court, Mr. E. van E. Skein, 37 Church Street, Humansdorp.

DATED at GRAHAMSTOWN this 22nd day of December, 1995.

DOLD & STONE, Attorneys for Plaintiff, 100 High Street, GRAHAMSTOWN. (Ref. Mr. C.K.M. Stone.)

CASE NO. 4811/95

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT ELIZABETH HELD AT TODD CHAMBERS, TODD STREET, PORT ELIZABETH

In the matter between: **NEDCOR BANK LIMITED,** PLAINTIFF, and **PHILIP RONALD HOLLAND,** DEFENDANT

In pursuance of a judgement of the Magistrate's Court of Port Elizabeth dated 20 February 1995, and the issued Warrant of Execution dated 23 February 1995, the following property will be sold in execution, by Public Action, without reserve, to the highest bidder on Friday 26 January 1996 at 14h15 at the front entrance of the New Law Courts, North End, Port Elizabeth.

All Right, Title and Interest in ERF 4793 Bethelsdorp in the Municipality and Division of Port Elizabeth.

IN EXTENT: 325 M^2 (THREE HUNDRED AND TWENTY FIVE) square metres, situated at 76 Finnis Street, Chatty, Port Elizabeth.

Held under Deed of Transfer T29598/1989 with Mortage No. B 8327/1992.

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

CONVENTIONAL, DETACHED, DOUBLE STOREY DWELLING HOUSE CONSISTING OF 5 BEDROOMS, KITCHEN, LOUNGE, GARAGE AND ONE AND A HALF (1,5) BATHROOM.

The full Conditions of Sale may be inspected 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 15TH day of DECEMBER 1995.

SPILKIN & MILTZ, PLAINTIFF, 15 RINK STREET, CENTRAL, PORT ELIZABETH. (REF: O H RONAASEN/B C FRANKLIN/ls.)

CASE NO. 37195/95

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT ELIZABETH HELD AT TODD CHAMBERS, TODD STREET, PORT ELIZABETH

In the matter between: **NEDCOR BANK LIMITED,** PLAINTIFF, and **PETER JOHANNES WINDVOGEL,** FIRST DEFENDANT, and **SUZETTE WINDVOGEL,** SECOND DEFENDANT

In pursuance of a Judgement of the Magistrate's Court of Port Elizabeth dated 27 October 1995, and the issued Warrant of Execution dated 23 November 1995, the following property will be sold in execution, by Public Auction, without reserve, to the highest bidder on Friday 26 January 1996 at 14h15 at the front entrance of the New Law Courts, North End, Port Elizabeth.

All Right, Title and Interest in ERF 12837 Bethelsdorp in the Municipality and Division of Port Elizabeth. IN EXTENT: 184 M^2 (ONE HUNDRED AND EIGHTY FOUR) square metres, situated at: 6 BURKE STREET, BETHELSDORP, PORT ELIZABETH.

Held under Deed of Transfer T94951/1994 with Mortgage No. B 94621/94.

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

A CONVENTIONAL, SEMI-DETACHED, SINGLE STOREY DWELLING HOUSE CONSISTING OF 2 BEDROOMS, KITCHEN, LOUNGE AND ONE 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 15th day of DECEMBER 1995.

SPILKIN & MILTZ, PLAINTIFF, 15 RINK STREET, CENTRAL, PORT ELIZABETH. (REF: O H RONAASEN/B C FRANKLIN/ls.)

Saak No. 27379/94

In die LANDDROSHOF vir die DISTRIK WYNBERG GEHOU te WYNBERG

In die saak tussen **MULTI CARE CONSULTANTS CC,** Eiser, en **P DAVEL O.B.A.D. L DARVEL,** Verweerder

Ingevolge 'n Vonnis gelewer op 21 November 1994, in die KAAPSTAD Landdroshof en n Lasbrief van Eksekusie daarna uitgereik, word die eiendom hieronder beskryf in eksekusie verkoop op 1 Februarie 1996 om 12H00 te 192 TALONGA STRAAT, RONDEBOSCH, aan die hoogste bieër, met geen reserweprys.

BESKRYWING: ERF 59652 KAAPSTAD in die Gebied van die Metropolitaanse Oorgangsubstruktuur KAAPSTAD and Afdeling van KAAP PROVINSIE WES-KAAP, groot VYF HONDERD DRIE EN VEERTIG [(543) vierkante meter]; Gehou kragtens Akte van Transport Nr. TT94289/93 *STRAATADRES:* 192 TOLONGA STRAAT, RONDEBOSCH.

Die volgende inligting word aangegee, maar is nie gewaarborg nie: Die eiendom bestaan uit SITKAMER, KOMBUIS, 3 SLAAPKAMERS, BADKAMER/TOILET, MOTORHUIS.

Die voorgenoemde geregtelike verkoping sal onderhewig wees aan die Voorwaardes van Verkoping wat geïnspekteer kan word by die kantore van die Balju van die Landdroshof te ELECTRIC STRAAT 9, WYNBERG.

GEDATEER te BELLVILLE op hede 21 November 1995.

A. DER KINDEREN, *Eiser of Eiser se Prokureurs,* BORNMAN & HAYWARD, 7DE VLOER, SAAMBOUGEBOU, KRUSKALLAAN 14, BELLVILLE 7530; POSBUS 393, BELLVILLE, 7535. TEL: (021) 948-7400. (Verwys: ADK/MRS VAN EYSSEN/29.1295.)

CASE NO: 35846/95

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT ELIZABETH HELD AT TODD CHAMBERS, TODD STREET, PORT ELIZABETH

In the matter between **NEDCOR BANK LIMITED,** Plaintiff, and **MNCEDISI DYAKALA,** Defendant

In pursuance of a Judgment dated 19th October 1995 and an attachment on the 13th December 1995, the right of leasehold to the following property will be sold in the foyer of the Magistrate's Court, Main Street, Port Elizabeth, by public auction on Friday, 26th January 1996 at 2.15 pm.

ERF 429 Motherwell NU4 Administrative District of Uitenhage; IN EXTENT: 200 square metres. Situate at 20 Bira Street, Mortherwell, Port Elizabeth;

While nothing is guaranteed, it is understood that on the property is a detached concrete block dwelling under an asbestos roof, consisting of two bedrooms, bathroom, lounge and kitchen.

A substantial Building Society 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% on the date of sale, the balance, including V.A.T. if applicable, against transfer to be secured by a guarantee approved by Plaintiff's Attorneys to be furnished within TWENTY ONE (21) DAYS of sale. Sheriff's charges 5% on first R20 000 and 3% on the balance are also payable on date of sale.

DATED at PORT ELIZABETH on this the 19th day of December 1995.

KAPLAN BLUMBERG FRIEDMAN & SCHECKTER, Plaintiff's Attorneys, 4th Floor, 121 Main Street, PORT ELIZABETH.

CASE NO: 37812/95

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT ELIZABETH HELD AT TODD CHAMBERS, TODD STREET, PORT ELIZABETH

In the matter between **NEDCOR BANK LIMITED,** PLAINTIFF, and **LUCAS JOHANNES PITIE,** 1st DEFENDANT, and **MARLENE MARY PITIE,** 2nd DEFENDANT

In pursuance of a Judgement of the Magistrate's Court of Port Elizabeth dated 2 NOVEMBER 1995, and the issued Warrant of Execution dated 14 NOVEMBER 1995, the following property will be sold in execution, by Public Auction, without reserve, to the highest bidder on Friday 26 January 1996 at 14h15 at the front entrance of the New Law Courts, North End, Port Elizabeth.

All Right, Title and Interest in ERF 3797 Bethelsdorp in the Municipality and Administrative District of Port Elizabeth. IN EXTENT: 280 M^2 (TWO HUNDRED AND EIGHTY) square metres situated at: 246 Lawrence Erasmus Drive, Bethelsdorp, Port Elizabeth.

Held under Certificate of Right of Leasehold No: T27083/1995 with Mortage No. B28931/1991.

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

A CONCRETE, SEMI-DETACHED, SINGLE STOREY DWELLING HOUSE WITH SERVITUDE CONSISTING OF 2 BEDROOMS, KITCHEN, LOUNGE AND ONE BATHROOM.

The full Conditions of Sale may be inspected prior to the date of sale at the offices of THE SHERIFF OF THE MAGISTRATE'S COURT, PORT ELIZABETH WEST.

DATED at PORT ELIZABETH this 4TH day of DECEMBER 1995.

SPILKIN & MILTZ, ATTORNEY FOR PLAINTIFF, 15 RINK STREET, CENTRAL, PORT ELIZABETH. (REF: O H RONAASEN/B C FRANKLIN/ls.)

CASE NO: 29576/95

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT ELIZABETH HELD AT TODD CHAMBERS, TODD STREET, PORT ELIZABETH

In the matter between: **NEDCOR BANK LIMITED,** Plaintiff, and **ZILINDILE JOHN TSHISA,** Defendant

In pursuance of a Judgment dated 7th September 1995, and an attachment on 18th October 1995, the right of leasehold to the following property will be sold in the foyer of the Magistrate's Court, Main Street, Port Elizabeth, by public auction on Friday, 26th January 1996 at 2.15pm.

All the right title and interest in the leasehold in respect of Erf 282 Motherwell N.U. 3 in the Administration District of Uitenhage IN EXTENT: 278 (TWO HUNDRED AND SEVENTY EIGHT) square metres Situate at 122 Khwalimanzi Street, Motherwell NU3, Swartkops.

While nothing is guaranteed, it is understood that on the property is a detached concrele block dwelling under a thatched roof, consisting of two bedrooms, bathroom, lounge and kitchen.

A substantial Building Society 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% on the date of sale, the balance, including V.A.T. if applicable, against transfer to be secured by a guarantee approved by Plaintiff's Attorneys to be furnished within TWENTY ONE (21) DAYS of sale. Sheriff's charges 5% on first R20 000,00 and 3% on the balance are also payable on date of sale.

DATED at PORT ELIZABETH on this the 27th day of November 1995.

KAPLAN BLUMBERG FRIEDMAN & SCHECKTER Plaintiff's Attorneys 4th Floor 121 Main Street PORT ELIZABETH.

CASE NO: 28429/95

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT ELIZABETH HELD AT TODD CHAMBERS, TODD STREET, PORT ELIZABETH

In the matter between: **NEDCOR BANK LIMITED,** Plaintiff, and **G LUDZIYA,** Defendant

In pursuance of Judgment dated 31st August 1995 and an attachment on 9th October 1995, the right of leasehold to the following property will be sold in the foyer of the Magistrate's Court, Main Street, Port Elizabeth, by public auction on Friday, 26th January 1996 at 2.15pm.

Erf 387 Motherwell NU 5 Phase 2, Administrative District of Uitenhage IN EXTENT: 345 (THREE HUNDRED AND FORTY FIVE) square metres Situate at 19 Echola Street, Motherwell, Port Elizabeth.

While nothing is guaranteed, it is understood that on the property is a detached concrete block dwelling under an asbestos roof, consisting of two bedrooms, bathroom, lounge and kitchen.

A substantial Building Society 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% on the date of sale, the balance, including V.A.T. if applicable, against transfer to be secured by a guarantee approved by Plaintiff's Attorneys to be furnished within TWENTY ONE (21) DAYS of sale. Sheriff's charges 5% on first R20 000,00 and 3% on the balance are also payable on date of sale.

DATED at PORT ELIZABETH on this the 27th day of November 1995.

KAPLAN BLUMBERG FRIEDMAN & SCHECKTER Plaintiff's Attorneys 4th Floor 121 Main Street PORT ELIZABETH.

CASE NO: 28805/95

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT ELIZABETH HELD AT TODD CHAMBERS, TODD STREET, PORT ELIZABETH

In the matter between: **NEDCOR BANK LIMITED,** Plaintiff, and **SYDNEY SIPO MTANA,** Defendant

In pursuance of Judgment dated 31st August 1995 and an attachment on 9th October 1995, the right of leasehold to the following property will be sold in the foyer of the Magistrate's Court, Main Street, Port Elizabeth, by public auction on Friday, 26th January 1996 at 2.15pm.

All the right title and interest in the leasehold in respect of Erf 203 Motherwell N.U.4 in the Administrative District of Uitenhage IN EXTENT: 240 (two hundred and forty) square metres Situate at 105 Bikana Street, Motherwell NU 4.

While nothing is guaranteed, it is understood that on the property is a detached concrete block dwelling under an asbestos roof, consisting of two bedrooms, bathroom, lounge and kitchen.

A substantial Building Society 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% on the date of sale, the balance, including V.A.T. if applicable, against transfer to be secured by a guarantee approved by Plaintiff's Attorneys to be furnished within TWENTY ONE (21) DAYS of sale. Sheriff's charges 5% on first R20 000,00 and 3% on the balance are also payable on date of sale.

DATED at PORT ELIZABETH on this the 27th day of November 1995.

KAPLAN BLUMBERG FRIEDMAN & SCHECKTER Plaintiff's Attorneys 4th Floor 121 Main Street PORT ELIZABETH.

CASE NO: 1477/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF CAPE TOWN HELD AT CAPE TOWN

In the matter between: **MUNICIPALITY OF CAPE TOWN,** Plaintiff, and **SUNFIELD INVESTMENTS PTY. LTD.,** Defendant

The following will be sold in Execution at 12h30, on 6 February 1996 ON SITE to the highest bidder.

Erf 21433 CAPE TOWN AT MAITLAND 163 (ONE HUNDRED AND SIXTY THREE) square metres Held by Deed of Transfer T4951/75 Situate at 17 LUGMAG AVENUE, FRACTRETON, MAITLAND

1. The following improvements are reported but not guaranteed: Dwelling:

2. Payment: 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 offices of the Sheriff.

C & A FRIEDLANDER INC., 3rd Floor - Reader's Digest House, Strand Street, CAPE TOWN, 8001. C. SILVERWOOD/Z39096.

CASE NO: 12675/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF THE CAPE HELD AT CAPE TOWN

In the matter between INVESTEC BANK LIMITED, Plaintiff, and TRUSTEES FOR THE TIME BEING OF THE STATUS PROPERTY TRUST, Defendant

In pursuance of a judgment of the Court of the Magistrate for the District of the Cape dated 29 September 1994, and Writ of Execution dated 24 November 1995, the following will be sold in execution at 12h30 on 1 FEBRUARY 1996, at the site, being:

ERF 11015 MILNERTON situate in the Municipality of Milnerton, Cape Division;

IN EXTENT: 792 Square Metres;

Also known as 16 Sandpiper Crescent, FLAMINGO VLEI.

The following improvements are reported to the property but not guaranteed:

A large double storey home consisting of 3 bedrooms, 2 living rooms, 2½ bathrooms, kitchen with built-in cupboards, lounge and double garage.

CONDITIONS OF SALE:

1. The property shall be sold to the highest bidder subject to the terms and conditions of the Magistrate's Court Act and the Rules made thereunder and of the title deed insofar as these are applicable.

2. Payment:

2.1 10% (TEN PER CENTUM) of the purchase price shall be paid in cash by means of a bank or building society guaranteed cheque to the Messenger of the Court or the auctioneer upon signature of the conditions of sale, or otherwise as the Messenger of the Court or the auctioneer may arrange;

2.2 The unpaid balance shall be paid on registration of transfer in a form acceptable to the Execution Creditor's conveyancers;

2.3 Interest shall be paid on -

2.3.1 the amount of the Plaintiff's claim at the rate of 18,25% for each month or part thereof from the date of the sale to date of registration of transfer;

2.3.2 Interest shall further be paid on any preferent creditor's claim at the applicable rate from the date of sale to date of registration of transfer;

2.4 All the amounts mentioned in paragraphs 2.2 and 2.3 above are to be secured by the purchaser by an approved banker's or building society guarantee to be delivered within 14 (fourteen) days of the date of the sale to the Execution Creditor's conveyancers.

3. Full conditions of sale:

The full conditions of sale which will be read out by the Messenger of the Court or the auctioneer, immediately prior to the sale, may be inspected at either the Messenger of the Court or the auctioneer's office.

DATED at CAPE TOWN this 18th day of December 1995.

K. SLOTH-NIELSEN, 2nd Floor, Groote Kerk Building, Adderley Street, CAPE TOWN.

Case No. 10749/94

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

Between: **FIRST NATIONAL BANK OF S A LIMITED,** Plaintiff, and **MR J H HERHOLDT,** Defendant

In pursuance of a judgment in the Court of the Magistrate of GOODWOOD and Writ of Execution issued pursuant thereto the property/property hereunder will be sold in Execution on FRIDAY, 26th JANUARY 1996 at 10h00 at No. 194 Radio Road, Klipheuwel to the highest bidder:

ERF 191 KLIPHEUWEL, situate in the Administrative District of the Cape; IN EXTENT: 7727 (SEVEN THOUSAND SEVEN HUNDRED AND TWENTY SEVEN) square metres;

ERF 192 KLIPHEUWEL, situate in the Administrative District of the Cape; IN EXTENT: 7420 (SEVEN THOUSAND FOUR HUNDRED AND TWENTY) square metres;

ERF 193 KLIPHEUWEL, situate in the Administrative District of the Cape; IN EXTENT: 7122 (SEVEN THOUSAND ONE HUNDRED AND TWENTY TWO) square metres;

ERF 194 KLIPHEUWEL, situate in the Administrative District of the Cape; IN EXTENT: 6810 (SIX THOUSAND EIGHT HUNDRED AND TEN) square metres;

HELD by Deed of Transfer NO. T23157/1987.

SITUATE AT No. 194 Radio Road, Klipheuwel.

1. The following improvements are reported but not guaranteed:

Dwelling: Lounge, kitchen, 3 bedrooms, granny flat with shower, diningroom, study, upstairs livingroom, double garage.

2. Payment: 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 together with interest thereon at 15,25% per annum from and including the date of sale to an including date of payment, calculated daily and compounded monthly, shall be paid in cash against registration of transfer, which amounts are to be secured by approved Bank or building Society guarantee to be delivered within 14 days of the sale.

3. 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.

SHERIFF OF THE COURT.

KESSLER & DE JAGER, Plaintiff's Attorneys, 100 Voortrekker Road, GOODWOOD.

SAAKNOMMER: 2042/95

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN VRYBURG GEHOU TE VRYBURG

In die saak tussen: **GYSBERT JOHANNES GIDEON GENIS,** Eerste Vonnisskuldeiser, **JOHANNA IGNASINA WILHELMINA GENIS,** Tweede Vonnisskuldeiser, **ERNST ROODT,** Derde Vonnisskuldeiser, **MAGRIETA ELIZABETH ROODT,** Vierde Vonnisskuldeiser, en **CHRISTO AFRICA,** Vonnisskuldenaar

KENNIS WORD HIERMEE GEGEE dat ingevolge 'n uitspraak van bogemelde Agbare hof in bogemelde saak op 26 Oktober 1995, en ter uitvoering van 'n lasbrief vir eksekusie, sal die Balju van Vryburg op 9 FEBRUARIE 1996 om 10:00 voor die Landdroshof gebou, De Kockstraat, Vryburg, die ondergemelde vaste eiendom in eksekusie verkoop.

Die eiendom wat aldus te koop aangebied word staan bekend as McKenziestraat 136, Vryburg en word beskryf as erf 284 (gedeelte van erf 501), geleë in die Munisipaliteit van Vryburg, Afdeling Vryburg en groot 1177 (Eenduisend eenhonderd sewe en sewentig) vierkante meter.

Die verbeteringe op die eiendom bestaan na bewering, sonder om dit te waarborg, uit 'n woning van steen met sinkdak, sitkamer, kombuis, drie slaapkamers en badkamer en motorhuis.

Die vernaamste verkoopvoorwaardes is as volg:

1. Die verkoping geskied sonder voorbehoud, en word behoudens die bepalings van Artikel 66(2) van die Wet op Landdroshowe Wet 32 van 1944 soos gewysig, aan die hoogste bieër verkoop.

2. Die koper is aanspreeklik vir die betaling van afslaerskommissie, transportkoste, hereregte, BTW indien van toepassing, agterstallige belastings en dienstegelde vir enige ander koste.

3. Die koopprys sal betaalbaar wees as volg:

In kontant onmiddellik na ondertekening van die verkoopsvoorwaardes of 15 (vyftien) persent van die koopprys onmiddellik na ondertekening van die verkoopsvoorwaardes en die balans by wyse van die lewering van 'n bevredigende bankwaarborg binne dertig (30) dae na datum van die verkoping.

4. Die volledige voorwaardes van die verkoping sal ter insae lê by die kantoor van die Balju, Landdroskantoorgebou, Markstraat, Vryburg en sal deur hom uitgelees word voor aanvang van die verkoping.

GETEKEN te VRYBURG op hede die 30ste dag van NOVEMBER 1995.

KOTZE LOW & SWANEPOEL, Prokureurs vir die Vonnisskuldeisers, De Kockstraat 14, Posbus 123, VRYBURG, 8600. Telefoon: 05391 - 3964. Faksno: 05391 - 71015.

Case 13328/94

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

Between: **FIRST NATIONAL BANK OF S A LIMITED,** Plaintiff, and **JOSE FRANCISCO,** Defendant

In pursuance of a judgment in the Court of the Magistrate of GOODWOOD and Writ of Execution issued pursuant thereto the property/property hereunder will be sold in Execution on TUESDAY, 30TH JANUARY 1996 at 11h00 at No. 111 Goodwood Street, Goodwood, Cape to the highest bidder:

ERF 2390 GOODWOOD, in the Municipality of Goodwood, Cape Division; IN EXTENT: 496 (FOUR HUNDRED AND NINETY SIX) square metres; HELD by Deed of Transfer NO. T4794/1976, SITUATE AT No. 111 Goodwood Street, Goodwood, Cape.

1. The following improvements are reported but not guaranteed:

Dwelling: Tile roof, brick walls, 1 lounge, 1 TV room, 1 kitchen, 3 bedrooms, 2 separate toilets, 1 garage.

2. *Payment:* 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 together with interest thereon at 15,25% per annum from and including the date of sale to an including date of payment, calculated daily and compounded monthly, shall be paid in cash against registration of transfer, which amounts are to be secured by approved Bank or building Society guarantee to be delivered within 14 days of the sale.

3. 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.

KESSLER & DE JAGER, Plaintiff's Attorneys, 100 Voortrekker Road, GOODWOOD.

CASE NO: 26378/95

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT ELIZABETH HELD AT TODD CHAMBERS, TODD STREET, PORT ELIZABETH

In the matter between: **NEDCOR BANK LIMITED,** Plaintiff, and **ZINAKILE J BLOUW,** Defendant

In pursuance of a Judgment dated 23rd August 1995 and an attachment on the 12th September 1995, the right of leasehold to the following property will be sold in the foyer of the Magistrate's Court, Main Street, Port Elizabeth, by public auction on Friday, 26th January 1996 at 14:15:

All the right, title and interest in and to the leasehold in respect of Erf 36970 Ibhayi at Zwide in the Administrative District of Port Elizabeth, IN EXTENT: 278 (TWO HUNDRED AND SEVENTY EIGHT) square metres, Situate at 19 Masiza Street, Zwide, Port Elizabeth.

While nothing is guaranteed, it is understood that on the property is a detached concrete block dwelling under an asbestos roof, consisting of two bedrooms, bathroom, lounge and kitchen.

A substantial Building Society 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% on the date of sale, the balance, including V.A.T. if applicable, against transfer to be secured by a guarantee approved by Plaintiff's Attorneys to be furnished within TWENTY ONE (21) DAYS of sale. Sheriff's charges 5% on first R20 000,00 and 3% on the balance are also payable on date of sale.

DATED at PORT ELIZABETH on this the 28th day of November 1995.

KAPLAN BLUMBERG FRIEDMAN & SCHECKTER, Plaintiff's Attorneys, 4th Floor, 121 Main Street, PORT ELIZABETH.

CASE NO.: 7950/95

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

In the matter between: **FIRST NATIONAL BANK OF S.A. LIMITED,** Plaintiff, and **SHAHIED STEMMET,** 1st Defendant, and **JOLENE STEMMET,** 2nd Defendant

In pursuance of a Judgment of the above Honourable Court, the property described hereunder will be sold at the Mitchell Plain Courthouse, on THURSDAY, 1ST FEBRUARY 1996, at 09h00 a.m. namely:

ERF: Erf 28803 Mitchells Plain, in the area of the transitional metropolitan substructure of Cape Town, Cape Division, Province of the Western Cape.

IN EXTENT: 184 (ONE HUNDRED AND EIGHTY FOUR) square metres.

HELD BY: DEED OF TRANSFER T63536/1993.

Commonly known as 19 Buttress Street, Eastridge, Mitchells Plain which property is said, without warranty as to the correctness thereof, to comprise of:

Brick building, lounge, kitchen, 3 × bedrooms, bathroom and toilet.

CONDITIONS OF SALE:

1. The Sale is subject to the terms and conditions of the Magistrate's Court Act No. 32 of 1944, the property being sold voetstoots as it stands and subject to the conditions of the existing Title Deed.

2. One-tenth of the purchase price shall be paid immediately after the property is declared to be sold and the balance of the purchase price together with interest thereon at the current bank rate to be paid against Registration of transfer, which shall be given and taken as soon as possible after the Sale.

3. The balance (plus interest at the rate of 17% per annum, subject to change, calculated on the capital Judgment Creditor's claim from date of sale to date of transfer) against registration of transfer, which amounts are to be secured by approved guarantee of a deposit-taking institution to be delivered within 14 days of the sale.

4. The complete conditions of Sale will be read out at the time of the Sale and may be inspected prior thereto at the offices of the messenger of the Court, and at the offices of the undersigned.

DATED AT CAPE TOWN THIS 8TH DAY OF DECEMBER 1995.

LINDSAY & ASSOCIATES Attorneys for Plaintiff 7TH FLOOR 56 SHORTMARKET STREET CAPE TOWN 8001 TELEPHONE: 237300 Refer: Mrs P Waters/jm 23550.

SAAK NR 3809/95

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN GEORGE GEHOU TE GEORGE

In die saak tussen: **NEDCOR BANK BEPERK,** Eksekusieskuldeiser, en **ELIJAH RICHARD BANZI,** Eksekusieskuldenaar

Ter uitvoering van 'n Vonnis van die Landdroshof vir die distrik George en 'n Lasbrief vir Eksekusie gedateer 16 Oktober 1995 sal die volgende eiendom in eksekusie verkoop word op Dinsdag, 30 Januarie 1996 om 10:00 te die Landdroskantore, Yorkstraat, George, naamlik:

ERF 410 TYOLORA in die gebied van Thembalethu, Administratiewe Distrik van George; (ook bekend as Matroosstraat, Thembalethu, George) GROOT: 268 vierkante meter; GEHOU kragtens TRANSPORTAKTE NR T.1058/93.

VERBETERINGS: Een woonhuis bestaande uit: 2 Slaapkamers 1 Kombuis 1 Sitkamer 1 Badkamer (buite).

VERKOOPSVOORWAARDES

1. Die verkoping is onderhewig aan die bepalings van die Landdroshowewet Nr 32 van 1944 en die Reëls daaronder geproklameer. Die eiendom word voetstoots verkoop en onderhewig aan die voorwaardes van die bestaande Transportakte. Die hoogste bieër sal die koper wees, onderhewig aan die bepalings van Artikel 66 van die bogemelde Wet.

2. 10% (TIEN PERSENT) van die koopprys is betaalbaar in kontant by ondertekening van die Verkoopsvoorwaardes onmiddellik nadat die eiendom as verkoop verklaar is en die saldo van die koopprys, tesame met rente daarop bereken teen die huidige rentekoers van 18,25% vanaf datum van vonnis tot datum van registrasie, teen registrasie van transport in naam van die koper. Voormelde bedrae moet verseker wees deur 'n aanvaarbare Bank- of Bouverenigingwaarborg wat gelewer moet word binne 14 dae vanaf datum van die veiling.

3. Die koper sal alle hereregte, oordragkoste, agterstallige grondbelasting en heffings, asook grondbelastings en heffings vir die huidige jaar en afslaerskommissie betaal.

4. Belasting op Toegevoegde Waarde op die koopprys, tensy die Vonnisskuldenaar voor die veiling die Afslaer en die Balju voorsien het van 'n skriftelike verklaring dat die verkoping van die eiendom nie 'n belasbare lewering van goed sou wees indien dit deur die Vonnisskuldenaar verkoop sou word nie en wat volledig die redes uiteensit waarom die verkoping van die eiendom deur die Vonnisskuldenaar nie 'n belasbare lewering van goed sou wees nie.

5. Die volle Voorwaardes van Verkoping lê ter insae by die kantoor van die BALJU vir die Landdroshof George, Wellingtonstraat 36A, GEORGE, sowel as by die kantore Van Mnre RAUBENHEIMERS INGELYF, Cathedralstraat 60, George.

GEDATEER te GEORGE hierdie 18de dag van Desember 1995.

RAUBENHEIMERS INGELYF per: R ENGELBRECHT Cathedralstraat 60 Posbus 21 GEORGE 6530 Tel. (0441) 73-2043.

Case No. 18921/95

In the MAGISTRATE'S COURT for the DISTRICT of BELLVILLE HELD at BELLVILLE

In the matter between **ABSA BANK LTD** t/a TRUST BANK, Judgment Creditor, and **JACOBUS LERM,** 1st Judgment Debtor, and **MARIA SUSANNA LERM,** 2nd Judgment Debtor

In pursuance of a Judgment granted on the 23 October 1995, in the BELLVILLE Magistrate's Court, the following property will be sold to the highest bidder on 13 February 1996 at 11h00 at 93 Kerk Street Parow:

Description: Erf 5863 Parow in the Municipality of Parow, Cape Division.

In extent: FOUR HUNDRED AND NINETY FOUR (494) square metres;

Postal Address: 93 Kerk Street Parow.

Improvements: Dwelling: 4 bedrooms shower/bathroom/toilet × 2 lounge diningroom laundry kitchen double garage staff room toilet/shower (NOT GUARANTEED).

HELD by Deed of Transfer No. 8655/77;

1. The full and complete conditions of sale will be read immediately before the sale and will lie for inspection at the offices of the Sheriff and at the offices of the Auctioneer.

2. Payment: Ten percentum of the purchase price on the day of the sale and the balanace together with interest calculated on Plaintiff's claim at the rate of 17,25% from the date of sale to date of registration of transfer against transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

DATED at PAROW this 16 December 1995.

VAN NIEKERK HC VAN NIEKERK GROENEWOUD & VAN ZYL Plaintiff's Attorneys 101 Parow Chambers 121 Voortrekker Road 7500 PAROW Telephone: (012) 92-6017 P O Box 713, PAROW, 7500. Ref: Z00137/HVN/MRS WOLMARANS.

Case No. 20688/95

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

In the matter between **ABSA BANK LIMITED,** T/A UNITED BANK, Judgment Creditor, and **JOHAN BOTHA LIEBENBERG,** 1st Judgment Debtor, and **ZETTA LIEBENBERG,** 2nd Judgment Debtor

In pursuance of a Judgment granted on the 29 August 1995, in the BELLVILLE Magistrate's Court, the following property will be sold to the highest bidder on 13 February 1996 at 12h00 at 39 Jaap Van Der Venter Welgelegen:

Description: ERF 18720 Parow in the Municipality of Parow, Cape Division.

In extent: ONE THOUSAND (1 000) square metres;

Postal Address: 39 Jaap Van Der Venter Welgelegen.

Improvements: Dwelling: 3 bedrooms bathroom/shower/toilet x 2 outside toilet 2 x garages staff room shower/toilet (NOT GUARANTEED).

HELD by Deed of Transfer No. 94293/93;

1. The full and complete conditions of sale will be read immediately before the sale and will lie for inspection at the offices of the Sheriff and at the offices of the Auctioneer.

2. *Payment:* Ten percentum of the purchase price on the day of the sale and the balance together with interest calculated on Plaintiff's claim ar the rate of 18,25% from the date of sale to date of registration of transfer against transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

DATED at PAROW this 16 December 1995.

VAN NIEKERK HC, VAN NIEKERK GROENEWOUD & VAN ZYL, Plaintiff's Attorneys, 101 Parow Chambers, 121 Voortrekker Road, 7500, PAROW. Telephone: (021) 92-6017. P O Box 713, PAROW, 7500. Ref : Z00211/HVN/MRS WOLMARANS.

CASE NO. 1807/95

IN THE SUPREME COURT OF SOUTH AFRICA)

(CAPE OF GOOD HOPE PROVINCIAL DIVISION)

In the matter between **NEDCOR BANK LIMITED,** PLAINTIFF, and **CLIFFORD SAMUEL DEARHAM,** FIRST DEFENDANT, and **ANNE SUSAN DEARHAM,** SECOND DEFENDANT

PURSUANT to the judgment of the above Court granted on 7TH MARCH 1995 and a Writ of Execution issued thereafter, the undermentioned property will be sold in execution at 12h00 on THURSDAY, the 1ST day of FEBRUARY 1996, at 53 Astra Avenue, Elsie's River, Cape to the highest bidder:

REMAINDER ERF 8660 GOODWOOD, SITUATE IN THE AREA OF THE TRANSITIONAL METROPOLITAN SUBSTRUCTURE ELSIE'S RIVER, DIVISION CAPE, WESTERN CAPE PROVINCE; MEASURING 775 SQUARE METRES; HELD BY VIRTUE OF DEED OF TRANSFER NO. T2417/1991 KNOWN AS 53 ASTRA AVENUE, ELSIE'S RIVER.

The following improvements are situated on the property, although in this respect nothing is guaranteed:

A single storey brick dwelling under a galvanised iron roof consisting of 3 Bedrooms, 1½ Bathrooms, 1 TV Room, Lounge and Kitchen.

CONDITIONS OF SALE: 10% and Sheriff's charges in cash or by means of a bank guarantee cheque immediately after the property is declared sold and the balance plus interest shall be paid against transfer to be 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 immedaitely prior to the sale, may be inspected at the offices of the Sheriff, District of Goodwood, 29 Northumberland Street, Bellville.

SIGNED AT CAPE TOWN THIS DAY OF DECEMBER 1995.

WALKERS, Plaintiff's Attorneys, 15th Floor, Pleinpark, Plein Street, P O Box 140, CAPE TOWN. (OUR REF: DJL/ND.) Ph: 461-1060.

CASE NO. 2102/95

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF SIMON'S TOWN HELD AT SIMON'S TOWN

In the matter between **MR JEFFREY LEVEY,** Plaintiff, and **ODETTE KIM WELCH,** Defendant

In pursuance of a judgment granted on the 9th October 1995 in Simon's Town Magistrate's Court and under a writ of execution issued thereafter the Defendant's half share in the immovable property listed hereunder will be sold in execution on the 7th day of February 1996 at 14h00 at 22 Red Roman Way, Marina Da Gama, Muizenberg to the highest bidder:

Description: Erf 112512 Cape Town at Muizenberg Metropolitan Sub-structure of Cape Town Division, Measuring 680 Square metres, By Deed of Transfer T35249/93.

In extent: SIX HUNDRED AND EIGHTY (680) Square metres.

Postal Address: 22 Red Roman Way, Marina Da Gama, Muizenberg, Cape.

Improvements: 2 Bedrooms, Lounge, Kitchen, Bathroom and 1 garage.

HELD by the Defendant under Deed of Transfer No. T35249/93.

1. The sale shall be subject to the terms and conditions of the Magistrate's Court Act and the rules made thereunder.

2. The Purchaser shall pay the purchase price in cash or by bank guaranteed cheque on the day of the sale. In the event of the Purchaser having to obtain finance from a financial institution, the purchaser shall, on the day of the sale, produce written confirmation from the said financial institution to the effect that the Purchaser qualifies for a loan. The amount of the loan shall not be less than the purchase price.

3. The Purchaser shall be liable for payment of interest to the execution creditor and to the bondholder, if any, from date of sale to date of registration of transfer as set out in the conditions of sale.

5. 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, Simon's Town.

DATED at CAPE TOWN this 21 day of DECEMBER 1995.

T L MAUGHAN, FRANCIS THOMPSON & ASPDEN, Plaintiff's Attorneys, 5 Leeuwen Street, CAPE TOWN, 8000. (Telephone No. (021) 24 0480.) P.O. Box 1921, Cape Town.

Saaknommer: 34492/95

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN PORT ELIZABETH GEHOU TE TODDKAMERS, TODDSTRAAT, PORT ELIZABETH

In die saak tussen: SAAMBOU BANK BEPERK, Eiser, en ROBERT CHARLES ROPER, 1ste Verweerder, en ROBYN LYNETTE ROPER, 2de Verweerder

KRAGTENS 'n Vonnis van die Landdroshof vir die distrik van Port Elizabeth sal die ondergemelde eiendom verkoop word op 2 FEBRUARIE 1996 om 14h15, by die hoofingang van Nuwe Geregshowe, Noordeinde, Port Elizabeth sonder reserwe aan die hoogste bieder, onderhewig aan die verkoopsvoorwaardes wat tydens die veiling voorgelê sal word en wat ter insae lê by die kantoor van die Balju, Port Elizabeth-Suid:

ERF 3506, HUNTERS RETREAT, in die Munisipaliteit en Afdeling van PORT ELIZABETH. Groot: 600 (Seshonderd) Vierkante Meter. Gehou kragtens: Transportakte Nr T 3578/93. Ook bekend as: BIRKENHEADSINGEL 33, SHERWOOD, PORT ELIZABETH.

Hoewel niks gewaarborg word nie, word gemeld dat daar op die eiendom 'n enkelverdieping baksteen woonhuis is met teëldak bestaande uit twee slaapkamers, sitkamer, kombuis en badkamer.

10% (TIEN PERSENT) van die koopprys sal betaalbaar wees in kontant by ondertekening van die Verkoopsvoorwaardes 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 19de dag van DESEMBER 1995.

STULTING DELPORT CILLIERS & DE JAGER, Birdstraat 5, PORT ELIZABETH, 6001. (Verw: HB de Jager/em.)

Saaknommer: 29804/95

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN PORT ELIZABETH GEHOU TE TODDKAMERS, TODDSTRAAT, PORT ELIZABETH

In die saak tussen: SAAMBOU BANK BEPERK, Eiser, en A STEIN, 1ste Verweerder, en D B STEIN, 2de Verweerder

KRAGTENS 'n Vonnis van die Landdroshof vir die distrik van Port Elizabeth sal die ondergemelde eiendom verkoop word op 2 FEBRUARIE 1996 om 14h15, by die hoofingang van Nuwe Geregshowe, Noordeinde, Port Elizabeth sonder reserwe aan die hoogste bieder, onderhewig aan die verkoopsvoorwaardes wat tydens die veiling voorgelê sal word en wat ter insae lê by die kantoor van die Balju, Port Elizabeth-Suid:

Deel Nr 6 soos aangetoon en volledige beskryf op Deelplan Nr SS 396/93 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, aan genoemde deel toegedeel ooreenkomstig die deelnemingskwota soos op genoemde deelplan aangeteken, GEHOU KRAGTENS Sertifikaat van Geregistreerde Deeltitelnr ST 2322/94 (UNIT), OOK BEKEND AS: NOMMER 2 PORTERVILLE MANSIONS, FETTESWEG, PORT ELIZABETH.

Hoewel niks gewaarborg word nie, word gemeld dat die eiendom bestaan uit 'n woonstel met twee slaapkamers, sit-/eetkamer, kombuis en badkamer.

10% (TIEN PERSENT) van die koopprys sal betaalbaar wees in kontant by ondertekening van die Verkoopsvoorwaardes 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 19de dag van DESEMBER 1995.

STULTING DELPORT CILLIERS & DE JAGER, Birdstraat 5, Sentraal, PORT ELIZABETH, 6001. (Verw: HB de Jager/em.)

Saaknommer: 29809/95

IN DIE LANDDROSHOF VIR DIE DISTRIK PORT ELIZABETH GEHOU TE TODDKAMERS, TODDSTRAAT, PORT ELIZABETH

In die saak tussen: **SAAMBOU BANK BEPERK,** Eiser, en **JOHANNES CHRISTIAAN SWART,** 1ste Verweerder, en **VIANCA SWART,** 2de Verweerder

KRAGTENS 'n Vonnis van die Landdroshof vir die distrik van Port Elizabeth sal die ondergemelde eiendom verkoop word op 2 FEBRUARIE 1996 om 14h15 by die hoofingang van Nuwe Geregshowe, Noordeinde, Port Elizabeth sonder reserwe aan die hoogste bieder, onderhewig aan die verkoopsvoorwaardes wat tydens die veiling voorgelê sal word en wat ter insae lê by die kantoor van die Balju, Port Elizabeth Suid.

ERF 1359, FAIRVIEW, in die Munisipaliteit en Afdeling van PORT ELIZABETH.

Groot: 620 (Seshonderd en Twintig) Vierkante Meter.

Gehou kragtens: Transportakte Nr T47546/93.

Ook bekend as: ALBA BOUERSINGEL 37, OVERBAAKENS, PORT ELIZABETH.

Hoewel niks gewaarborg word nie, word gemeld dat daar op die eiendom 'n enkelverdieping baksteenwoonhuis met teëldak is bestaande uit drie slaapkamers, sit/eetkamer, kombuis en badkamer en buitegeboue bestaande uit een garage en bediendekamer.

10% (TIEN PERSENT) van die koopprys sal betaalbaar wees in kontant by ondertekening van die Verkoopsvoorwaardes 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 19de dag van DESEMBER 1995.

STULTING DELPORT CILLIERS & DE JAGER, Birdstraat 5, PORT ELIZABETH, 6001. (Verw: HB de Jager/em.)

CASE NO: 24305/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT ELIZABETH HELD AT PORT ELIZABETH

In the matter between **FIDELITY BANK LIMITED,** Plaintiff, and **GRAEME HUTCHISON,** Defendant

In pursuance of a judgment in the court of the Magistrate of Port Elizabeth and Writ of Execution dated 7th DAY OF JANUARY 1993 the following property will be sold in execution on the 2ND DAY OF FEBRUARY 1996 at 2:15 PM, AT THE FRONT ENTRANCE , MAGISTRATE'S COURT, NEW LAW COURTS, NORTH END, PORT ELIZABETH, to the highest bidder, [subject to the provisions of Section 66(2) of Act 32 of 1994], viz:

ERF 888 Mill Park in the Municipality and Division of Port Elizabeth.

IN EXTENT 1 261 (One Thousand Two Hundred and Sixty One) Square Metres (known as 20 Burford Crescent, Linkside, Port Elzabeth).

HELD BY Deed of Transfer T36976/1981.

Whilst nothing is guaranteed in this regard it is understood that the property to be sold is a residential dwelling, zoned for residential purposes in terms of the Port Elizabeth Municipal Zoning Scheme, with lounge dining room, kitchen, study, three bedrooms, two bathrooms, servant's room, store room and laundry.

The purchaser shall pay a deposit of 10% of the purchase price in cash on the day of the sale together with auctioneer's charges and the balance shall be payable against transfer to be secured by a bank or building society guarantee.

The conditions of sale are available for inspection at the office of the Sheriff, Magistrate's Court, Port Elizabeth South, 36 North Street, North End, Port Elizabeth.

DATED AT PORT ELIZABETH THIS 20th DAY OF DECEMBER 1995.

SOLOMONS & KNUTH (PLAINTIFF'S ATTORNEYS), 57 HAVELOCK STREET, PORT ELIZABETH. (REF: MR SOLOMONS/tam/011861/67642.)

CASE NO: EL 427/95

IN THE SUPREME COURT OF SOUTH AFRICA

(EAST LONDON CIRCUIT LOCAL DIVISION)

In the matter between: **STANDARD BANK OF SOUTH AFRICA LIMITED** (Reg. No. 62/00738/06), Plaintiff, and **NQABA BENNET LUTSEKE,** 1st Defendant, and **SAZIKAZI NOTHANDO LUTSEKE,** 2nd Defendant

IN PURSUANCE of a judgment granted in the Supreme Court (East London Circuit Local Division) and Writ of Execution dated 29 NOVEMBER 1995 by the above Honourable Court, the following property will be sold in Execution on FRIDAY the 26 JANUARY 1996 at 11H30 by the Sheriff of the Court, at;

PORTION 25 OF THE FARM COVE RIDGE ESTATE NO. 965 DISTRICT EAST LONDON.

PORTION 25 OF THE FARM COVE RIDGE ESTATE NO. 965, Division of East London, In Extent: 8,5653 hectares.

HELD BY DEED OF TRANSFER NO. T3006/1992, commonly known as: FARM "SOETE RUS" PORTION 25 OF THE FARM COVE RIDGE ESTATE NO. 965 DISTRICT EAST LONDON.

The property consists of usual buildings/outbuildings.

DESCRIPTION: ENTRANCE HALL: LOUNGE: DININGROOM: FAMILY ROOM: KITCHEN: LAUNDRY: 3 X BEDROOMS: 1 X BATHROOM, 1 X BATHROOM W/C: 1 X SHOWER: SCULLERY: SINGLE STOREY: DOUBLE GARAGE: CARPORT: STOREROOM.

CONDITIONS OF SALE

1. The property shall be sold to the highest bidder and shall be subject to the terms and conditions of the Supreme Court Rules made thereunder and of the Title Deeds in so far as these are applicable.

2. The purchase price shall be payable as to a deposit in cash of 10% and the balance against transfer. A substantial loan can be raised for an approved puchaser with prior approval.

3. Conditions of sale which will be read out by the Sheriff of the Court immediately prior to the sale may be inspected in his office at: 18 Moore Street, Quigney, EAST LONDON.

4. The Plaintiff or the Plaintiff's attorneys and/or the Sheriff of the Court do not guarantee any improvements or information.

SIGNED at EAST LONDON on this 12 December 1995.

DRAKE FLEMMER & ORSMOND INC, Tewkesbury House, 22 St. James Road, Southernwood, EAST LONDON. (REF: M B ORSMOND/ RW/S279/G00089.)

CASE No 19574/93

IN THE MAGISTRATE'S COURT, WYNBERG HELD AT WYNBERG

STANDARD CREDIT CORPORATION, Judgment Creditor, and **ALBERT ABRAHAMS,** Judgment Debtor

The following will be sold in execution at 5 Maddison Road, GRASSY PARK on Thursday, 29 February 1996 at 14:00 to the highest bidder:

Erf 7908, measuring 517 square metres Held by TT28145/1992 Situate at 5 Maddison Road, Grassy Park, in the Transitional Metropolitan Substructure Cape Town ALSO KNOWN AS 5 Maddison Road, Grassy Park.

1. The following improvements on the property are reported but nothing is guaranteed: One single brick dwelling, brick wall under tiled roof consisting of 3 bedrooms, lounge kitchen, bathroom, toilet and garage.

2. Payment: Ten per centum (10%) of the purchase price must be paid in cash or by bank guaranteed cheque at the time of the Sale and the balance (plus interest at the current rate of 26% 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 guaranteed cheque to be delivered within 14 days of the Sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. The full Conditions of Sale which will be read out by the Sheriff prior to the Sale and may be inspected at the office of the Sheriff.

SILBERBAUERS INCORPORATED per Plaintiff's Attorneys, First Floor, Southern Life Centre, 8 Riebeek Street, Cape Town. Ref Mrs V Beswick/M00002.

CASE No: 1172/1995

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KING WILLIAM'S TOWN HELD AT KING WILLIAM'S TOWN

In the matter betwee: **KING WILLIAM TOWN T.L.C.,** Plaintiff, and **MRS A.M. KACNIS,** Defendant

In pursuance of a judgment in the above Honourable Court of the 4th AUGUST 1995 and a Writ of Execution dated the 10TH NOVEMBER 1995 the following immovable property will be sold in Execution on the 24TH JANUARY 1996 at 11:00 am at the Offices of the Sheriff for the Magistrate's Court, Radue Weir Building, Eales Street, King William's Town.

ERF 1576 KING WILLIAM'S TOWN, MUNICIPALITY AND DIVISION OF KING WILLIAM'S TOWN IN EXTENT 559 (FIVE HUNDRED AND FIFTY NINE) SQUARE METRES BEING: 70 & 70A HENRY STREET, KING WILLIAM'S TOWN HELD BY DEED OF TRANSFER NO. T 1942/1989.

CONDITIONS OF SALE

1. The Purchaser will pay 10% of the purchase price on the date of the sale. A building society, banker or other approved guarantee for the balance plus interest is to be given to the Plaintiff's Attorneys on the day of the sale and prior to the signature of the Conditions of Sale.

2. The property is to be sold "voetstoets" in terms of the Magistrate's Court 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 18TH DAY OF DECEMBER 1995.

P. G. WOOD, HUTTON & COOK, Plaintiff's Attorneys, The Arches, Taylor Street, KING WILLIAM'S TOWN. (MR P G WOOD/lrw.)

CASE No. 1174/1995

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KING WILLIAM'S TOWN HELD AT KING WILLIAM'S TOWN

In the matter between; **KING WILLIAM'S TOWN T.L.C.,** Plaintiff, and **Mr I. KACNIS,** Defendant

In pursuance of a judgment in the above Honourable Court of the 4TH AUGUST 1995 and a Writ of Execution dated the 22ND NOVEMBER 1995 the following immovable property will be sold in Execution on the 24TH JANUARY 1996 at 11:10 am at the Offices of the Sheriff for the Magistrate's Court, Radue Weir Building, Eales Street, King William's Town.

ERF 2089 KING WILLIAM'S TOWN, MUNICIPALITY AND DIVISION OF KING WILLIAM'S TOWN IN EXTENT 809 (EIGHT HUNDRED AND NINE) SQUARE METRES BEING: CORNER OF VICTORIA STREET & BUFFALO ROAD, KING WILLIAM'S TOWN HELD BY DEED OF TRANSFER No. T2923/1985.

CONDITIONS OF SALE

1. The Purchaser will pay 10% of the purchase price on the date of the sale. A building society, banker or other approved guarantee for the balance plus interest is to be given to the Plaintiff's Attorneys on the day of the sale and prior to the signature of the Conditions of Sale.

2. The property is to be sold "voetstoets" in terms of the Magistrate's Court 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 18TH DAY OF DECEMBER 1995.

P. G. WOOD, HUTTON & CROOK, Plaintiff's Attorneys, The Arches, Taylor Street, KING WILLIAM'S TOWN. (MR P G WOOD/lrw.)

CASE NO: 16007/1994

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF EAST LONDON HELD AT EAST LONDON

In the matter between: **CHALK AIR CC,** PLAINTIFF, and **B JACOBS** t/a PRO-PAVE, DEFENDANT

IN PURSUANCE of a Judgment granted in the Magistrates Court for the district of EAST LONDON and Writ of Execution dated 21st September 1995 by the above Honourable Court, the following property will be sold in Execution on Tuesday the 30th January 1996 at 9:00 by the Sheriff of the Court, at 10 Human Road, Dawn, EAST LONDON.

ERF 115, Municipality and Division of East London, In Extent: 3499 Square Metres THREE THOUSAND FOUR HUNDRED AND NINETY NINE SQUARE METRES, HELD BY DEED OF TRANSFER NO. B237/1995 HOLDING TITLE T209/1995, commonly known as: 10 Human Road, Dawn, EAST LONDON.

CONDITIONS OF SALE

1. The property shall be sold to the highest bidder and shall be subject to the terms and conditions of the Magistrates Court's Act and rules made thereunder and of the title deeds in so far as these are applicable.

2. The sale shall be subject to claims in terms of Mortgage Bonds held by First National Bank (Bond B237/1995), which claims are preferent claims to that of the Plaintiff (Judgment Creditor) and in terms of Section 66 (2) of the Magistrate's Court Act there will be no sale unless the proceeds of sale are sufficient to satisfy the claims of First National Bank (Bond number B237/1995 and confirm the sale in writing).

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

A substantial loan can be raised for an approved purchaser with prior approval.

4. Conditions of sale which will be read out by the Sheriff of the Court immediately prior to the sale may be inspected in his office at 4 OXFORD STREET, EAST LONDON.

5. The Plaintiff or the Plaintiff's attorneys and/or the Sheriff of the Court do not guarantee any improvements or information.

SIGNED at EAST LONDON on this 15th day of December 1995.

DRAKE FLEMMER & ORSMOND INC., Tewkesbury House, 22 St James Road, Southernwood, EAST LONDON. (REF: MRS KANE/svz/C971).

CASE NO: 27464/1995

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

In the matter between: **CAPE OF GOOD HOPE BANK LTD,** Judgment Creditor, and **HERMANUS LAMBERTUS BOSMAN DE VILLIERS,** Judgment Debtor

In the execution of the Judgment of the Magistrate's Court, BELLVILLE, In the above matter, a sale will be held on THURSDAY, 15TH FEBRUARY 1996 at 10:00 a.m. at the property of the following immovable property:

ERF 3065 DURBANVILLE In the Municipality of DURBANVILLE Cape Division, IN EXTENT: 1300 square metres; HELD BY Deed of Transfer No. T23036/93.

SITUATED AT: 53 Portulaca Street, DURBANVILLE, Cape.

1. The sale is subject to the terms and conditions of the Magistrate's Court 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, 3 bedrooms, lounge, kitchen, 2 bathrooms, garage.

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 BELLVILLE and at the offices of the undermentioned auctioneers:

JOSE CAMARA AUCTIONEERS, Camara House, 95 Victoria Road, WOODSTOCK, Cape.

HEROLD GIE & BROADHEAD, per: Attorneys for Judgment Creditor, Permanent Buildings, 8 Darling Street, CAPE TOWN. (REF.: A.C. BROODRYK).

CASE NO: 684/95

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

In the matter between: **FAIZEL H SUNGAY AND SHAUKET AMTAY A PARTNERSHIP** T/A SILVERSANDS SERVICE STATION, Plaintiff, and **MR JOHN STEVIE WYNAND,** Defendant

In execution of a Judgment of the above Honourable Court, dated 23 October 1995, the property described below will be sold in execution on MONDAY 22ND JANUARY 1996 at 12H00 p.m. on the premises at 5 SAAIMAN STREET, HILLCREST, KUILSRIVER, to the highest bidder, subject to the following conditions hereinafter mentioned and to the further conditions which will be read out by the Auctioneer/Sheriff at the Sale.

ERF 3749 BLUE DOWNS, in the area of the Transitional Metropolitan Substructure Melton Road/Blue Downs Division of Stellenbosch, Western Cape Province, IN EXTENT: 330 (three hundred and thirty) square metres, HELD BY Deed of Transfer T54837/1988.

CONDITIONS OF PAYMENT

Ten per cent (10 %) of the purchase price must be paid by way of cash or Bank guaranteed cheque immediately after the property has been declared sold, whilst the balance of the purchase price together with interest thereon at the rate of 15,5% per annum as from the date of sale up to the date of registration of transfer, must be paid in cash against registration of transfer. The purchaser must furthermore within fourteen (14) days after the sale supply the Attorney of the Judgment Creditor with a Bank or Building Society guarantee for due compliance with all his obligations in terms of the Conditions of Sale, which guarantee must be approved by the said Attorney. All payments must be made free of bank commission at Parow or at such other place as the Attorney of the Judgment Creditor may appoint.

CONDITIONS OF SALE

The conditions of sale are available for inspection at the office of the Sheriff of the Magistrate's Court, BELLVILLE/KUILSRIVER.

DATED AT CAPE TOWN THIS 18 DAY OF DECEMBER 1995.

CROSSLEY & DYKMAN, Plaintiff's Attorneys, 703 Groote Kerk Building, 39 Adderley Street, CAPE TOWN, 8001. (REF: D DYKMAN.cr.)

CASE NO: 934/95

IN THE SUPREME COURT OF TRANSKEI

In the matter between **RADUE WEIR HOLDINGS (PTY) LTD, t/a WEIRS CASH & CARRY,** Judgment Creditor, and **J.N. SOTSHE,** Judgment Debtor

Pursuant to the Judgment of the above Honourable Court granted on the 29th June 1995 and a Warrant of Execution issued on the 19th September 1995, the undermentioned property will be sold by public auction to the highest bidder on the 26th January 1995 at 10h00 a.m. on site.

The property known as:

Certain piece of land situate at No. 18 Strangers Way, Dorcherster Heights, District of East London being Erf No. ELM 20981, a description of the property is as follows:

BRICK UNDER TILE CONSISTING OF:

- TILED ENTRANCE COVE WITH LADDER LEADING TO WINDOWED TURRET ABOVE.
- WALL TO WALL CARPETS.
- LOUNGE/DININGROOM COMBINED WITH DOUBLE DOORS TO:
- VERANDAH OVERLOOKING NAHOON VALLEY.
- BREAKFAST ROOM WITH SERVING HATCH FROM:
- KITCHEN FITTED WITH BUILT-IN-CUPBOARDS, "WESTPOINT" 4 PLATE HOB AND EYE-LEVEL OVEN.
- SCULLERY WITH SINK AND DRAINING BOARD.
- PASSAGE WITH LINEN CUPBOARD.
- 4 BEDROOMS (3 WITH BUILT-IN WARDROBES) MAIN BEDROOM EN-SUITE-SHOWER, TOILET AND WASH BASIN.
- SEPERATE BATHROOM - TOILET, SHOWER AND WASH BASIN.
- GRANNY FLAT BENEATH REAR VERANDAH CONSISTING OF LOUNGE, BEDROOM, BATHROOM WITH TOILET, SHOWER, BATH AND WASH BASIN.
- SERVANTS ROOM WITH TOILET AND SHOWER.
- DOUBLE GARAGE.
- POOL.
- PREFAB WALLING - REAR AND SIDES, FROM NOT WALLED.

The Special Conditions of Sale may be inspected at the offices of the Attorneys for Judgment Creditor or Deputy Sheriff at No. 18 Moore Street, Quigney, East London.

Dated at UMTATA this 13th day of November 1995.

MESSRS ROSS G.M. SOGONI & CO., Attorneys for Judgment Creditor, 15 Owen Street, UMTATA. (REF: NN/ln.)

SAAK NR. 2382/95

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN MOSSELBAAI GEHOU TE MOSSELBAAI

In die saak tussen **NBS BANK BEPERK,** EISER, en **PHILIPPUS L. OLIVIER,** VERWEERDER, en **JOHANNA M. OLIVIER,** VERWEERDER

Ingevolge uitspraak van die Landdroshof van Mosselbaai en Lasbrief vir Eksekusie teen goed, sal die ondervermelde eiendom op VRYDAG, 9 FEBRUARIE, 1996 om 10H00 te ERF 1434, HARTENBOS (PORT NATALWEG 5, HARTENBOS), aan die hoogste bieër verkoop word, naamlik:

ERF 1434, HARTENBOS,

GROOT: 814 VIERKANTE METER.

Onderhewig aan die volgende voorwaardes:

1. Die eiendom sal "voetstoots" en sonder reserwe verkoop word aan die hoogste bieër, onderhewig aan die bepalings van die Wet op Landdroshowe Nr. 32 van 1944, soos gewysig, en onderhewig aan die voorwaardes van die bestaande Titelakte.

2. Die koopprys sal betaalbaar wees teen betaling van tien (10%) persent van die koopprys in kontant onmiddellik na afhandeling van die verkoop en die onbetaalde balans tesame met rente daarop bereken teen 19,25% per jaar tot datum van registrasie van transport, sal binne een en twintig (21) dae betaal word of gewaarborg word deur 'n goedgekeurde Bank- of Bougenootskapswaarborg.

3. Die volgende verbeterings beweer op die eiendom te wees:

Woonhuis bestaande uit sitkamer, eetkamer, kombuis, 4 slaapkamers, 2 badkamers, 2 storte, speelkamer met kombuis, patio en 2 motorhuise-

4. Die Voorwaardes van Verkoop in eksekusie mag gedurende kantoorure by die kantoor van die Balju, Montagustraat 99, Mosselbaai, en by die kantore van die Eksekusieskuldeiser se Prokureurs te Kerkstraat 10, Mosselbaai, nagesien word.

GEDATEER te MOSSELBAAI hierdie 2de dag van JANUARIE, 1996.

A.P. DEACON vir RAUCH - GERTENBACH, KERKSTRAAT 10, POSBUS 132, MOSSELBAAI.

CASE NO: 18207/95

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF THE CAPE HELD AT CAPE TOWN

In the matter between **RIETVLEI PARK BODY CORPORATE,** Execution Creditor, and **MR P CHETTY,** Execution Debtor

In execution of the Judgment of the Magistrate's Court for the District of Kuils River, in the above matter, a Sale will be held in front of the premises, H60 Rietvlei Park, Table View, on Tuesday the 30th January 1996 at 11h30 of the following immovable property:—

Section Number 60 as shown as more fully described on the Sectional Plan Number SS 133/90 in the building or buildings known as Rietvlei Park, situated at Milnerton, in the Transitional Metropolitan Substructure of Milnerton, in the Cape Division.

In extent: 127 (One Hundred and Twenty Seven) Square Metres;

Consisting of 3 bedrooms with built in cupboards, kitchen, 1½ bathrooms and a garage.

1. The Sale is subject to the provisions of the Magistrate's Court Act No 32 of 1944 as amended, the property being sold "voetstoots" 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 purchase price shall be paid in cash or by means of a bank marked cheque and immediately after the property is declared to be sold. The purchaser may, at his option, pay a deposit of 10% of the purchase price immediately and the balance against registration of transfer, in which event he will be liable for interest on the balance of the purchase price.

3. The sale will be subject to further conditions which will be read immediately prior to the sale and which may be inspected at the office of the Sheriff of the Magistrate's Court, Mandatum Building, Barrack Street, Cape Town.

SHERIFF FOR THE MAGISTRATE'S COURT, CAPE TOWN. HERBSTEINS INC, 17th Floor, 2 Long Street, Cape Town. (Ref: Mr A Batchelor/pl/26446.)

SAAKNR. 2796/95

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN WORCESTER GEHOU TE WORCESTER

In die saak tussen: **MERCANTILE BANK LIMITED,** EISER, en **AFRICAN METHODIST CHURCH CALVARY,** EERSTE VERWEERDER, **EERW C P SCHEEPERS,** TWEEDE VERWEERDER

Ingevolge 'n Vonnis gelewer op 30 Augustus 1995 in die Worcester Landdroshof en 'n Lasbrief van Eksekusie daarna uitgereik, word die onroerende eiendom hieronder beskryf in eksekusie verkoop op VRYDAG, 23 FEBRUARIE 1996 om 11H00 te TRUTERSTRAAT 54, VICTORIAPARK, WORCESTER, aan die hoogste bieër:

ERF: 4970 WORCESTER geleë in die gebied van die Worcester Plaaslike Oorgangsraad, afdeling Worcester

GROOT: 382 vierkante meter;

GEHOU kragtens Transportakte Nr. T544/1975

STRAATADRES: Truterstraat 54, Victoria Park, Worcester

Verkoopsvoorwaardes:

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 bieër verkoop word.

2. 10% 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% per jaar bereken op die bedrag van die bedrag van die vonnisskuldeiser 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 versekureer 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 verkoopsvoorwaardes 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 19de dag van DESEMBER 1995.

MARITZ MURRAY & FOURIE Per: Prokureurs vir Eiser, Adderleystraat 26, WORCESTER. (Verw. HDEB/LJ/M.57/Z02102.)

CASE NO: 4920/95

THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

In the matter between: **ABSA BANK LIMITED,** Plaintiff, and **YUSUF ERASMUS, First Defendant, VERONICA ERASMUS,** Second Defendant

In pursuance of a judgment in the Court of the Magistrate of MITCHELLS PLAIN, the following will be sold in Execution at 10h00, on 6 FEBRUARY 1996 to the highest bidder.

Erf 37882 (Portion of Erf 35339) MITCHELLS PLAIN 318 (THREE HUNDRED AND EIGHTEEN) square metres Held by Deed of Transfer T55050/90 Situate at 24 UPPER PARK LANE, STRANDFONTEIN BRICK BLDG., TILED ROOF, 5 BEDROOMS, BATHROOM, 2 SHOWERS, 3 TOILETS, LOUNGE, DINNINGROOM, KITCHEN, AND GARAGE.

1. The property shall be sold without reserve and to the highest bidder, and shall be subject to the terms and conditions of the Magistrate's Court Act and the Rules made thereunder and of the Title Deeds insofar as these are applicable.

2. A deposit of ten percent 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 17,25% 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, MITCHELLS PLAIN.

C & A FRIEDLANDER INC. 3rd Floor—Reader's Digest House, Strand Street, CAPE TOWN, 8001. REF: C. SILVERWOOD/Z38796.

SAAK NR.: 3339/95

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN MALMESBURY GEHOU TE MALMESBURY

In die saak tussen: **MARIËTTA BARBARA BESTER & WILLIAM LEON MARTIN,** Eerste Eiser, in hulle hoedanigheid as Trustees van die ALWYN GIDEON JOHANNES BESTER TRUST, **MARIËTTA BARBARA BESTER & WILLIAM LEON MARTIN,** Tweede Eiser, in hulle hoedanigheid as Trustees van die FREDERIK JACOBUS BESTER TRUST, **MARIËTTA BARBARA BESTER & WILLIAM LEON MARTIN,** Derde Eiser, in hulle hoedanigheid as Trustees van die STEPHANUS SEBASTIAAN BESTER TRUST, **MARIËTTA BARBARA BESTER & WILLIAM LEON MARTIN,** Vierde Eiser, in hulle hoedanigheid as Trustees van die STEPHANIE ELIZABETH BESTER TRUST, **MARIËTTA BARBARA BESTER,** Vyfde Eiser, en **MALMESBURY COUNTRYSIDE PROPERTIES (EDMS) BEPERK,** Verweerder

KENNIS GESKIED HIERMEE dat ingevolge 'n uitspraak van bogemelde Agbare Hof en 'n Lasbrief vir Esekusie gedateer 16 November 1995 sal die eiendom hieronder beskryf en algemeen bekend as Schaapkraal, Malmesbury geregtelik aan die hoogste bieder verkoop word op die perseel op Dinsdag 30 Januarie 1996 om 10h00.

(a) GEDEELTE 3 van die plaas Mollenberg nr. 823, in die Afdeling van Malmesbury.

GROOT 27,1147 (Sewe en Twintig Komma Een Een Vier Sewe) Hektaar.

GEHOU Kragtens Transportakte nr. T17596/95.

(b) GEDEELTE 5 van die plaas Goede Hoop nr. 758, in die Afdeling van Malmesbury.

GROOT 38,8300 (Agt en Dertig Komma Agt Drie Nul Nul) Hektaar.

GEHOU Kragtens Transportakte nr. T17596/95.

(c) GEDEELTE 4 (Schaap Kraal) van die plaas Goede Hoop nr. 758, in die Afdeling van Malmesbury.

GROOT 428,2660 (Vier Honderd Agt en Twintig Komma Twee Ses Ses Nul) Hektaar.

GEHOU Kragtens Transportakte nr. 17596/95.

(d) GEDEELTE 3 (Koos Kraal) van die plaas Goede Hoop nr. 758, in die Afdeling van Malmesbury.

GROOT 428,2660 (Vier Honderd Agt en Twintig Komma Twee Ses Ses Nul) Hektaar.

GEHOU Kragtens Transportakte nr. 17596/95.

Die volgende verbeterings op die eiendom word gemeld, maar niks word gewaarborg nie: 4 slaapkamer woonhuis, 3 slaapkamer woonhuis, 1 asbes stoor 12,2m by 27,5m, 1 baksteen + asbes stoor 12,2m by 36,6m, 1 asbes afdak 12,2m by 36,6m, boorgat met pomp toegerus ±40000 g.p.h., 4 boorgate ±10000 g.p.h., 11 arbeiders huise, 16 kampe 922 hektaar.

VEILINGSVOORWAARDES: 10% deposito van die koopprys in kontant of per bankgewaarmerkte tjek betaalbaar en die res teen oordrag. Die volledige veilingsvoorwaardes sal onmiddellik voor die veiling voorgelees word en lê ter insae in die kantoor van die Balju van die Landdroshof te St Johnstraat, Malmesbury en by die ondergetekende prokureurs.

GEDATEER te MALMESBURY hierdie 13de dag van DESEMBER 1995.

PIERRE DU PLESSIS & MOSTERT, Per: J H POTGIETER, Prokureurs vir Eiser, Piet Retiefstraat 13, MALMESBURY. (Verw.: JP/sl/B36.)

NATAL

Case No. 3704/95

IN THE SUPREME COURT OF SOUTH AFRICA
(DURBAN AND COAST LOCAL DIVISION)

In the matter between: **THE STANDARD BANK OF SOUTH AFRICA LIMITED,** Plaintiff, and **ANDRIES CORNELIUS THERON,** First Defendant, and **SALOMINA MAGDALENA THERON,** 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, at 10:00 am on Friday the 26th January, 1996:

DESCRIPTION: Lot 3809 Pinetown (Extension No. 35), situate in the Borough of Pinetown and in the Port Natal-Ebhodwe Joint Services Board Area, Administrative District of Natal, in extent ONE THOUSAND FIVE HUNDRED AND FIFTY FIVE (1 555) square metres, held under Deed of Transfer No. T 3952/88; *PHYSICAL ADDRESS:* 80 Blenheim Road, Pinetown, Natal.

ZONING: SPECIAL RESIDENTIAL.

The property consists of the following: Single storey brick under tile roof dwelling comprising an entrance hall, 1 lounge, 1 dining room, 1 kitchen, 4 bedrooms, 1 bathroom/toilet, 1 bathroom/toilet/shower and 1 toilet. The outbuildings comprise 2 garages and 1 toilet. There is also a large concrete swimming pool. Nothing in this regard is guaranteed.

1. The sale shall be subject to the terms and conditions of the Supreme Court Act and the Rules made thereunder.

2. The purchaser shall pay a deposit of 10% (TEN PER CENT) of the purchase price and the auctioneer's commission in cash immediately after the sale and the balance against transfer to be secured by a Bank or Building Society Guarantee, to be furnished to the Plaintiff's attorneys within 14 (FOURTEEN) days after the date of sale, to be approved by the Plaintiff's Attorneys.

3. Transfer shall be effected by the attorneys for the Plaintiff and the purchaser shall pay all transfer dues, including transfer duty, current and/or arrear levies/rates and/or Value Added Tax and other necessary charges to effect transfer upon request by the sale attorneys.

4. The full conditions of sale may be inspected at the offices of the Sheriff of the Supreme Court, No. 2 Samkit Centre, 62 Caversham Road, Pinetown, Natal.

DATED at DURBAN this 24th day of NOVEMBER, 1995.

GOODRICKES, Plaintiff's Attorneys, 24th Floor, 320 West Street, Durban, 4001. (Ref. Mr J A Allan/S.8514/mvr.)

CASE NO. 5279/95

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 MAHOMED ASLUM EBRAHIM,** 1ST DEFENDANT, and **MRS HAJIRA BIBI EBRAHIM,** 2nd DEFENDANT

In execution of a Judgment granted by the Supreme Court of South Africa, Durban and Coast Local Division on the 6 September 1995 in the above-named suit, the following immovable property will be sold by public auction by the Sheriff of the Supreme Court of CHATSWORTH at the Chatsworth Magistrate's Court, Justice Street, Unit 5, Chatsworth at 10h00 on Tuesday, the 30th January 1996 on conditions which will be read out by the Sheriff before the sale, and which conditions are in the possession of the Sheriff and may be inspected at his office at 6 Gosai Centre, 56 Greendale Road, Silverglen, Chatsworth, namely:

Sub 1378 (of 1357) of Lot 107 Chatsworth, situate in the City of Durban, Administrative District of Natal, in extent Five Hundred and Twenty One (521) square metres;

which property is physically situate at House 1, Road 705, Montford, Chatsworth, 4092, and which property is held by the above-named Defendants under and by virtue of Deed of Transfer no. T 34331/94.

IMPROVEMENTS: Without constituting a warranty of any nature, the property has been improved by the erection thereon of brick under tile & asbestos dwelling consisting of: lounge, diningroom, family room, 4 bedrooms, 2 kitchens, bathroom/basin, toilet, prayer room, breakfast nook, 2 garages;

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 from the 1st July 1995 to the 31st July 1995 and at the rate of 18,25% (EIGHTEEN COMMA TWO FIVE) per centum per annum compounded monthly in advance on the amount referred to in the conditions of sale 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 28 November 1995.

BROWNE BRODIE & CO., Plaintiff's Attorneys, 12th Floor, United Building, 291 Smith Street, Durban, 4001. PO Box 714, DURBAN, 4000/DOCEX 71. Telephone (031) 304-7614/5. (Ref. CMK/A0034/249/Mrs Chetty.)

CASE NO. 51303/95

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

In the matter between: **ALLIED BANK,** Execution Creditor, and **VUSUMUZI CHRISTOPHER KHUMALO,** Execution Debtor/s

In pursuance of a Judgment in this action the following immovable property shall be sold in execution on THURSDAY, 1ST FEBRUARY 1996 at 2 p.m. in front of the Magistrate's Court, Somtseu Road Entrance, DURBAN, to the highest bidder.

LOT 1096 SEA VIEW, situate in the City of Durban, Administrative District of Natal, in extent 731 (SEVEN HUNDRED AND THIRTY ONE) Square Metres. *SITUATE:* 37 Clydevale Road, SEAVIEW.

IMPROVEMENTS: BRICK AND TILE HOUSE CONSISTING OF: 3 Bedrooms; Lounge; Kitchen; Bathroom/Toilet.

TOWN PLANNING: ZONING: Residential. SPECIAL PRIVILEGES: NIL.

NOTHING IS GUARANTEED IN THESE RESPECTS.

MATERIAL CONDITONS:

1. The purchaser shall pay a deposit of 10% 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, DURBAN, or at our Offices.

MEUMANN & WHITE, EXECUTION CREDITOR'S ATTORNEY, 4th Floor, Founders House, 15 Parry Road, DURBAN. (Ref: L Theron/034409.)

CASE 1993/95

IN THE SUPREME COURT OF SOUTH AFRICA
(NATAL PROVINCIAL DIVISION)

In the matter between: **FIDELITY BANK LIMITED,** PLAINTIFF, and **KARAMCHAND HURRILAAL,** DEFENDANT

PURSUANT to a Judgment of the abovementioned Honourable Court dated 21 July 1995 the undermentioned Immovable Property will be sold by the Sheriff, PIETERMARITZBURG, by Public Auction on the FRIDAY, 26 JANUARY 1996 at 09h00 in the forenoon at the Sheriff's Office, NO. 5 COURTYARD, DEREK HALL, 172 LOOP STREET, PIETERMARITZBURG, NATAL.

THE IMMOVABLE PROPERTY IS: Sub 3906 (of 3814) of the farm Northdale No. 14914, situate in the City of Pietermaritzburg, Administrative District of Natal, in extent 191 (ONE NINE ONE) square metres.

Postal Address: 42 Surat Place, Bombay Heights, Pietermaritzburg, Kwazulu-Natal.

Improvements: Semi-detached dwelling, Block under asbestos roof, Carpet tiles, 1 lounge, 1 kitchen, 3 bedrooms, 1 bathroom.

Zoning: Residential. Nothing is guaranteed in these respects.

The Conditions of Sale, which may be inspected during normal office hours at the Sheriff's Office, No. 5 Courtyard, Derek Hall, 172 Loop Street, Pietermaritzburg, Natal, provide inter alia, for the following:

1. The Purchaser shall pay a deposit of 10% (ten percentum) of the purchase price in cash on the date of sale to the Sheriff.

2. The balance of the purchase price, shall be paid by the Purchaser to the Sheriff on the date of Transfer, togther with interest at the rate of 18% per annum from 1 July 1995, compounded monthly, in advance, on the amount of the Plaintiff's Judgment as it stands at the date of sale, or on the balance of the purchase price, whichever of the two are greater.

Such interest to be calculated from the date of sale to the date of registration of transfer of the property into the name of the Purchaser, both days inclusive, which shall be secured by a Bank or Building Society Guarantee to be approved by the Plaintiff's Attorneys and to be furnished to the Sheriff, within FOURTEEN (14) days after the date of sale, which said Guarantee is to be irrevocable and not subject to withdrawal by the Bank or Building Society issuing same.

Dated at Pietermaritzburg on this 1st day of December 1995.

W O N JAMES, SHEPSTONE & WYLIE TOMLINSONS, PLAINTIFF'S ATTORNEYS, 165 Pietermaritz Street, Pietermaritzburg. (Ref: WON JAMES/SS/87F0009/95.)

CASE 1763/95

IN THE SUPREME COURT OF SOUTH AFRICA
(NATAL PROVINCIAL DIVISION)

In the matter between: **FIDELITY BANK LIMITED,** PLAINTIFF, and **LYNETTE GEORGINA O'HERNE,** DEFENDANT

PURSUANT to a Judgment of the abovementioned Honourable Court dated 1 August 1995 the undermentioned Immovable Property will be sold by the Sheriff, PIETERMARITZBURG, by Public Auction on the FRIDAY, 26 JANUARY 1996 at 09H00 in the forenoon at the Sheriff Office, No. 5 COURTYARD, DEREK HALL, 172 LOOP STREET, PIETERMARITZBURG, NATAL.

THE IMMOVABLE PROPERTY IS: Sub 45 (of 1) Nels Rust No. 849, situate in the City of Pietermaritzburg, Administrative District of Natal, in extent 1,0105 (ONE comma NOUGHT ONE NOUGHT FIVE) hectares; and

Sub 46 (of 1) Nels Rust No. 849, situate in the City of Pietermaritzburg, Administrative District of Natal, in extent 1,0105 (ONE comma NOUGHT ONE NOUGHT FIVE) hectares.

Postal Address: Frere Road, Thornville, Natal.

Improvements: None.

Zoning: Residential.

Nothing is guaranteed in these respects.

The Conditions of Sale, which may be inspected during normal office hours at the Sheriff's Office, No. 5 Courtyard, Derek Hall, 172 Loop Street, Pietermaritzburg, Natal, provide inter alia, for the following:

1. The Purchaser shall pay a deposit of 10% (ten percentum) of the purchase price in cash on the date of sale to the Sheriff.

2. The balance of the purchase price, shall be paid by the Purchaser to the Sheriff on the date of Transfer, together with interest at the rate of 18,25% per annum from 1 June 1995, compounded monthly, in advance, on the amount of the Plaintiff's Judgment as it stands at the date of sale, or on the balance of the purchase price, whichever of the two are greater.

Such interest to be calculated from the date of sale to the date of registration of transfer of the property into the name of the Purchaser, both days inclusive, which shall be secured by a Bank or Building Society Guarantee to be approved by the Plaintiff's Attorneys and to be furnished to the Sheriff, within FOURTEEN (14) days after the date of sale, which said Guarantee is to be irrevocable and not subject to withdrawal by the Bank or Building Society issuing same.

DATED at PIETERMARITZBURG on this 1st day of December 1995.

W O N JAMES, SHEPSTONE & WYLIE TOMLINSONS, PLAINTIFF'S ATTORNEYS, 165 Pietermaritz Street, Pietermaritzburg. (Ref: WON JAMES/SS/87E0092/92.)

CASE 2663/95

IN THE SUPREME COURT OF SOUTH AFRICA

(NATAL PROVINCIAL DIVISION)

In the matter between: **STANDARD BANK OF SOUTH AFRICA LIMITED,** PLAINTIFF, and **NTOMBILE IVY MABUDE,** FIRST DEFENDANT, and **MZOLISE MABUDE,** SECOND DEFENDANT

In execution of a Judgment of the Supreme Court of South Africa, Natal Provincial Division, the following immovable property belonging to the abovenamed Defendant, will be sold in execution on the 26th day of JANUARY 1996 at 11h00 by the Sheriff in front of the Magistrate's Court, Port Shepstone, to the highest bidder for cash, without reserve:

Rem of Lot 931 UVONGO (Extension No 1), situate in the Borough of Uvongo and in the Southern Natal Joint Services Board Area, Administrative District of Natal, in extent 1 017 (ONE THOUSAND AND SEVENTEEN) square metres held under Deed of Transfer No. T.11171/94.

The following information relating to the property is furnished but not guaranteed in any way:

1. The property is situate at 8 Pitts Avenue, Uvongo, KwaZulu-Natal.

2. The property has been improved by the construction thereon of a three bedroomed dwelling with lounge, dining room, kitchen, laundry, bathroom/toilet, shower, separate toilet, scullery, 2 garages, 1 servants room, toilet, storeroom, shower, 1 bedroom cottage, kitchen, shower, toilet.

3. The Conditions of Sale may be inspected at the aforesaid offices of the Sheriff and at the offices of AUSTEN SMITH, Walmsley House, 191 Pietermaritz Street, Pietermaritzburg, KwaZulu-Natal during normal office hours.

DATED at PIETERMARITZBURG this 28th day of NOVEMBER 1995.

PLAINTIFF'S ATTORNEY, AUSTEN SMITH, Walmsley House, 191 Pietermaritz Street, PIETERMARITZBURG. (P R J Dewes/vmh/45/S0316/B5.)

CASE NO: 2085/95

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

In the matter between **NBS BANK LIMITED,** Execution Creditor, and **SUBRAMONEY SOOBBEN,** First Execution Debtor, and **PRISCILLA SOOBBEN,** Second Execution Debtor

In pursuance of a judgment granted on 21 June 1995 in the Magistrate's Court for the District of Chatsworth, held at Chatsworth and a Writ of Execution issued thereunder, the immovable property of the Execution Debtors listed hereunder will be sold in execution on TUESDAY the 30th DAY of JANUARY 1996 in front of the Magistrate's Court, CHATSWORTH, at 10h00.

DESCRIPTION: Sub 2360 of 2348 of Chat Two of the Farm Chatsworth No 834, situate in the City of Durban, Administrative District of Natal, in extent Four Six Five (465) square metres.

STREET ADDRESS: 74 FALCON STREET, KHARWASTAN.

IMPROVEMENTS: 1 BRICK UNDER TILE ROOF DWELLING COMPRISING: 3 BEDROOMS, 1 DININGROOM, 1 LOUNGE, 1 KITCHEN, 1 TOILET, 1 BATHROOM, PARKING SPACE BRICK PAVED.

ZONING: Special Residential (nothing is guaranteed in these respects).

The sale shall be for Rands and no bids of less than ONE HUNDRED RAND (R100,00) 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 TEN PER CENTUM (10%) of the purchase price in cash immediately after the sale and the balance against transfer to be secured by a Bank or Building Society Guarantee to be approved by the Plaintiff's attorneys, to be furnished to the Sheriff of the Court or the Auctioneer within FOURTEEN (14) days after the sale.

2. The purchaser shall be liable for interest at the rate of 19,25% per annum on the amounts of the award to the Plaintiff and the plan of distribution, calculated as from the date of sale to date of transfer, both days inclusive.

3. Transfer shall be effected by the attorneys for the Execution Creditor and the purchaser shall pay all transfer costs, including transfer duty, current rates and other necessary charges to effect transfer upon request by the said attorney.

4. The property and the improvements thereon are sold "voetstoots" and without any warranties.

DATED at DURBAN this 4TH day of DECEMBER 1995.

K. L. NAIDOO, for LIVINGSTON LEANDY INCORPORATED, EXECUTION CREDITOR'S ATTORNEY, 10th Floor, First National Bank Building, Cnr Smith & Field Streets, Durban. (Ref. KN/mp/11 N684 022.)

Case No. 7165/93

IN THE SUPREME COURT OF SOUTH AFRICA

(DURBAN AND COAST LOCAL DIVISION)

In the matter between: **THE STANDARD BANK OF SOUTH AFRICA LIMITED,** Plaintiff, and **JEEVARUTHNAM CHINNAMUNSAMI GOVENDER,** Defendant

In pursuance of a judgment granted in the Supreme Court of South Africa, Durban and Coast Local Division, under Writ of Execution issued thereafter, the immovable property listed hereunder will be sold to the highest bidder without reserve on the steps of the Supreme Court, Masonic Grove, Durban, at 10:00am on Friday the 26th of January 1996:

DESCRIPTION: Lot 1322 Merewent, situate in the City of Durban, Administrative District of Natal, in extent, SIX HUNDRED AND SIX (606) square metres, held under Deed of Transfer No. T 31938/92;

PHYSICAL ADDRESS: 39 Himalaya Road, Merebank, Durban, Natal.

ZONING: SPECIAL RESIDENTIAL.

The property consists of the following:

House–Plastered Walls under Tiled Roof.

MAIN HOUSE 3 Bedrooms, 1 Toilet–1/2 Tiled Walls, 1 Bathroom–1/2 Tiled Walls–Bath/Basin & Toilet. Lounge Wooden Floor, Diningroom–Wooden Floor, Kitchen–Lino Floor–Fitted Cupboards.

FLATLET Brick under Asbestos, 2 Bedrooms, 1 Toilet/Shower, 1 Kitchen, 1 Small Office. The Property is fully fenced.

Nothing in this regard is guaranteed.

1. The sale shall be subject to the terms and conditions of the Supreme Court Act and the Rules made thereunder.

2. The purchaser shall pay a deposit of 10% (TEN PER CENTUM) of the purchase price and the auctioneer's commission in cash immediately after the sale and the balance against transfer to be secured by a Bank or Building Society Guarantee, to be furnished to the Plaintiff's attorneys within 14 (FOURTEEN) days after the date of sale, to be approved by the Plaintiff's Attorneys.

3. Transfer shall be effected by the attorneys for the Plaintiff and the purchaser shall pay all transfer dues, including transfer duty, current and/or arrear levies/rates and/or Value-Added Tax and other necessary charges to effect transfer upon request by the sale attorneys.

4. The full conditions of sale may be inspected at the offices of the Sheriff of the Supreme Court, Durban South, 101 Lejaton, 40 St George's Street, Durban, Natal.

DATED at DURBAN this 4 day of December 1995.

GARLICKE & BOUSFIELD INC. Plaintiff's Attorneys, 22nd Floor, Durban Bay House, 333 Smith Street, DURBAN, 4001 (Ref: Mr J C Jones/cd/notice.jcg.)

CASE NO: 6428/95

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 DEVRAJ MUNSAMY GOVENDER,** DEFENDANT

In execution of a Judgment granted by the Supreme Court of South Africa, Durban and Coast Local Division on the 20 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 DURBAN NORTH on the steps of the Supreme Court, Masonic Grove, Durban at 10h00 on Friday, the 26th January 1996 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 15 Milne Street, Durban, 4001, namely:

Lot 131 Kenville, situate in the City of Durban, Administrative District of Natal, in extent 717 (Seven Hundred and Seventeen) square metres;

which property is physically situate at 58 The Knoll, Kenville, Durban, 4051, and which property is held by the above-named Defendant under and by virtue of Deed of Transfer No. T 1800/95.

IMPROVEMENTS: Without constituting a warranty of any nature, the property has been improved by the erection thereon of brick under tile dwelling consisting of: entrance hall, lounge, diningroom, T V Room, family room, 5 bedrooms, kitchen, 2 showers/toilet, bathroom/toilet/shower, balcony, storeroom;

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 18,25% (EIGHTEEN 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 1 December 1995.

BROWNE BRODIE & CO., Plaintiff's Attorneys, 12th Floor, United Building, 291 Smith Street, Durban, 4001; P O Box 714, DURBAN, 4000/DOCEX 71. Telephone: (031) 304-7614/5. (Ref: CMK/A0034/363/Mrs Chetty.)

CASE NO: 5306/95

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 PAPIAH CHETTY,** 1ST DEFENDANT, AND **MRS SAYAMMA CHETTY,** 2ND DEFENDANT

In execution of a Judgment granted by the Supreme Court of South Africa, Durban and Coast Local Division on the 12 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 CHATSWORTH at the Chatsworth Magistrate's Court, Justice Street, Unit 5, Chatsworth at 10h00 on Tuesday, the 30th January 1996 on conditons which will be read out by the Sheriff before the sale, and which conditions are in the possession of the Sheriff and may be inspected at his office at 6 Gosai Centre, 56 Greendale Road, Silverglen, Chatsworth, namely:

Sub 2066 of the Farm Mobeni No. 13538, situate in the City of Durban, Administrative District of Natal, in extent Four Hundred and Seventy Two (472) square metres; which property is held by the above-named Defendants under and by virtue of Deed of Transfer no. T 18151/94.

IMPROVEMENTS: Without constituting a warranty of any nature, the property has been improved by the erection thereon of a: main building: brick under tile dwelling consisting of: 3 bedrooms, lounge, diningroom, kitchen, toilet, bathroom, pantry; basement consisting of: single garage, room, toilet, balcony; outbuilding consisting of: room, toilet (detached).

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 from the 1st July 1995 to the 31st July 1995 and at the rate of 18,25% (EIGHTEEN COMMA TWO FIVE) per centum per annum compounded monthly in advance on the amount referred to in the conditions of sale 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 5 December 1995.

BROWNE BRODIE & CO, Plaintiff's Attorneys, 12th Floor, United Building, 291 Smith Street, Durban, 4001, PO Box 714, Durban, 4000/DOCEX 71. Telephone: (031) 304-7614/5. (Ref: CMK/020022/A332/Mrs Chetty).

CASE NO. 3087/95

IN THE SUPREME COURT OF SOUTH AFRICA

(NATAL PROVINCIAL DIVISION)

In the matter between **FIDELITY BANK LIMITED,** PLAINTIFF, and **MATTHEW DEVASAGAYAM ANTHOO,** FIRST DEFENDANT, AND **ANNE CECELIA ANTHOO,** SECOND DEFENDANT

PURSUANT to a Judgment of the abovementioned Honourable Court dated 9 November 1995 the undermentioned Immovable Property will be sold by the Sheriff, PIETERMARITZBURG, by Public Auction on the FRIDAY, 26 JANUARY 1996 at 09H00 in the forenoon at the Sheriff's Office, No. 6 COURTYARD, DEREK HALL, 172 LOOP STREET, PIETERMARITZBURG, NATAL.

THE IMMOVABLE PROPERTY IS: Sub 22 (of 1) of Lot 5 No. 1519, situate in the City of Pietermaritzburg, Administrative District of Natal, in extent 1 090 (ONE ZERO NINE ZERO) square metres.

Postal Address: 50 Helston Road, Allandale, Pietermaritzburg, Natal.

Improvements: None.

Zoning: Residential.

Nothing is guaranteed in these respects.

The Conditions of Sale, which may be inspected during normal office hours at the Sheriff's Office, No. 6 Courtyard, Derek Hall, 172 Loop Street, Pietermaritzburg, Natal, provide *inter alia,* for the following:-

1. The Purchaser shall pay a deposit of 10% (ten percentum) of the purchase price in cash on the date of sale to the Sheriff.

2. The balance of the purchase price, shall be paid by the Purchaser to the Sheriff on the date of Transfer, together with interest at the rate of 19,25% per annum from 1st November 1995, compounded monthly, in advance, on the amount of the Plaintiff's Judgment as it stands at the date of sale, or on the balance of the purchase price, whichever of the two are greater.

Such interest to be calculated from the date of sale to the date of registration of transfer of the property into the name of the Purchaser, both days inclusive, which shall be secured by a Bank or Building Society Guarantee to be approved by the Plaintiff's Attorneys and to be furnished to the Sheriff, within FOURTEEN (14) days after the date of sale, which said Guarantee is to be irrevocable and not subject to withdrawal by the Bank or Building Society issuing same.

Dated at Pietermaritzburg on this 11th day of December 1995.

W O N JAMES, SHEPSTONE & WYLIE TOMLINSONS, PLAINTIFF'S ATTORNEYS, 165 Pietermaritz Street, Pietermaritzburg. (Ref. WON JAMES/SS/87F0012/95)

CASE NO: 2072/94

IN THE SUPREME COURT OF SOUTH AFRICA

DURBAN AND COAST LOCAL DIVISON

In the matter between:- **ABSA BANK LIMITED (Number 86/04794/06),** PLAINTIFF and **MR THEMBA DUNCAN MAVIMBELA,** 1ST DEFENDANT, **MISS IRENE GUGU NTOMBELA,** 2ND DEFENDANT

In execution of a Judgment granted by the Supreme Court of South Africa, Durban and Coast Local Division on the 28 April 1995 in the above-named suit, the following immovable property will be sold by public auction by the Sheriff of the Supreme Court, Pinetown at front entrance to the Magistrate's Court, 22 Chancery Lane, Pinetown at 10H00 on Friday, the 26th January 1996 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 11554 Pinetown (Ext 97) situate 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 1 215 (ONE THOUSAND TWO HUNDRED AND FIFTEEN) square metres which property is physically situate at 49 Seaforth Road, Highland Hills, Pinetown 3610, and which property is held by the above-named Defendants under and by virtue of Deed of Transfer no. T3496/94.

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, diningroom, kitchen, 3 bedrooms, 2 × bathroom/toilet.

ZONING: The property is zoned for special residential purposes and enjoys no special consents in respect of its zoning.

TERMS: The purchase price will be payable subject to the conditions of sale, as follows:

a) 10% (ten per cent) of the purchase price together with the Deputy Sheriff's commission on the sale to be paid immediately in cash on the date of sale.

b) All current and arrear rates, taxes, electrical, sanitary, water and other fees or charges to be paid in cash within 7 (seven) days of the date of sale together with costs of transfer and transfer duty.

c) The balance of the purchase price together with interest at the rate of 16,25% (sixteen comma two five per centum) per annum compounded monthly in advance on the amount referred to in the conditions of sale to date of transfer both days inclusive, to be secured by an acceptable guarantee to be furnished within 14 (fourteen) days after the date of sale.

DATED AT DURBAN THIS 9 November 1995.

BROWNE BRODIE & CO, Plaintiff's Attorneys, 12th Floor, United Building, 291 Smith Street, Durban, 4001, PO Box 714, Durban, 4000. Telephone: (031) 304-7614/5. (Ref: CMK/U045/012847/Mrs Chelin).

CASE NO: 928/95

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 GULAM MOHIYODIN ABDUL RAHMAN,** 1ST DEFENDANT, **MRS ZARINA ABDUL RAHMAN,** 2ND DEFENDANT, **MR KRISHNA ODAYAR, 3RD DEFENDANT, AND MRS HAMEEDA BEE BEE ODAYAR,** 4TH DEFENDANT

In execution of a Judgment granted by the Supreme Court of South Africa, Durban and Coast Local Division on the 8 May 1995 in the above-named suit, the following immovable property will be sold by public auction by the Sheriff of the Supreme Court, of CHATSWORTH at Chatsworth Magistrate's Court, Justice Street, Unit 5, Chatsworth at 10h00 on Tuesday, the 30th January 1996 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 4 Gosai Centre, 56 Greendale Road, Silverglen, Chatsworth, namely:

Sub 7 of Lot 101 Chatsworth, situate in the City of Durban, Administrative District of Natal, in extent 372 (Three Hundred and Seventy Two) square metres; which property is physically situate at 12 Tammy Avenue, Croftdene, Chatsworth, 4092, and which property is held by the above-named Defendants under and by virtue of Deed of Transfer no. T 34906/93.

IMPROVEMENTS: Without constituting a warranty of any nature, the property has been improved by the erection thereon of block/brick under tile dweling consisting of: lounge, kitchen, 3 bedrooms, bathroom, toilet, garage, 2 rooms 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 Deputy Sheriff's commission on the sale to be paid immediately in cash on the date of sale.

b) All current and arrear rates, taxes, electrical, sanitary, water and other fees or charges to be paid in cash within 7 (seven) days of the date of sale together with costs of transfer and transfer duty.

c) The balance of the purchase price together with interest at the rate of 16,25% (SIXTEEN COMMA TWO FIVE per centum) per annum compouned 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 15 November 1995.

BROWNE BRODIE & CO., Plaintiff's Attorneys, 12th Floor, United Building, 291 Smith Street, Durban, 4001; PO Box 714, DURBAN, 4000/DOCEX 71. Telephone: (031) 304-7614/5. (Ref: CMK/009437/016/Mrs Chetty.)

CASE NO: 4571/95

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 PAPIAH CHETTY,** 1ST DEFENDANT, AND **MRS SAYAMMA CHETTY,** 2ND DEFENDANT

In execution of a Judgment granted by the Supreme Court of South Africa, Durban and Coast Local Division on the 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, of CHATSWORTH at Chatsworth Magistrate's Court, Justice Street, Unit 5, Chatsworth at 10h00 on Tuesday, the 30th January 1996 on conditions which will be read out by the Sheriff before the sale, and which conditions are in the possession of the Sheriff and may be inspected at his office at 6 Gosai Centre, 56 Greendale Road, Silverglen, Chatsworth, namely:

Sub 2083 of the Farm Mobeni No. 13538, situate in the City of Durban, Administrative District of Natal, measuring 518 (Five Hundred and Eighteen) square metres; which property is physically situate at 25 Tritonia Crescent, Mobeni Heights, Durban, 4092, and which property is held by the above-named Defendants under and by virtue of Deed of Transfer no. T29116/94.

IMPROVEMENTS: Without constituting a warranty of any nature, the property has been improved by the erection thereon of face brick under tile roof dwelling consisting of: lounge, diningroom, T V room, toilet/shower, kitchen, 3 bedrooms (1 with en-suite), toilet/bathroom, verandah & garage; outbuilding consisting of: room, toilet/shower, 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 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 compouned 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 21 November 1995.

BROWNE BRODIE & CO., Plaintiff's Attorneys, 12th Floor, United Building, 291 Smith Street, Durban, 4001; PO Box 714, DURBAN, 4000/DOCEX 71. Telephone: (031) 304-7614/5. (Ref: CMK/019652/A332/Mrs Chetty.)

Case No. 5925/92

IN THE SUPREME COURT OF SOUTH AFRICA

(DURBAN AND COAST LOCAL DIVISION)

In the matter between: **THE STANDARD BANK OF SOUTH AFRICA LIMITED,** Plaintiff, and **SIPHO PETRUS JOLOZA,** First Defendant, **NTOMBAZANE FLORAH JOLOZA,** Second Defendant, and **SIPHIWO RICHARD NTULI,** Third Defendant

In pursuance of a judgment granted in the Supreme Court of South Africa, Durban and Coast Local Division, under Writ of Execution issued thereafter, the immovable property listed hereunder will be sold to the highest bidder without reserve on the steps of the Supreme Court, Masonic Grove, Durban, at 10.00am on Friday the 26th January, 1996:

DESCRIPTION:

Lot 2397 Lamontville, Administrative District of Natal, in extent 569 (FIVE HUNDRED AND SIXTY NINE) square metres, held under Certificate of Registered Grant of Leasehold No. TL 1565/89;

PHYSICAL ADDRESS:

5540 Bhegane Road, Lamontville, Natal.

ZONING: SPECIAL RESIDENTIAL.

The property consists of the following: House — Brick under tile roof comprising 2 bedrooms, 1 toilet (tiled), 1 bathroom (tiled — bath and basin), 1 lounge/diningroon (open plan — tiled), 1 kitchen (tiled with fitted cupboards).

The property is fully fenced.

Nothing in this regard is guaranteed.

1. The sale shall be subject to the terms and conditions of the Supreme Court Act and the Rules made thereunder.

2. The purchaser shall pay a deposit of 10% (TEN PER CENT) of the purchase price and the auctioneer's commission in cash immediately after the sale and the balance against transfer to be secured by a Bank or Building Society Guarantee, to be furnished to the Plaintiff's attorneys within 14 (FOURTEEN) days after the date of sale, to be approved by the Plaintiff's Attorneys.

3. Transfer shall be effected by the attorneys for the Plaintiff and the purchaser shall pay all transfer dues, including transfer duty, current and/or arrear levies/rates and/or Value Added Tax and other necessary charges to effect transfer upon request by the sale attorneys.

4. The full conditions of sale may be inspected at the offices of the Sheriff of the Supreme Court, 101 Lejaton, 40 St George's Street, Durban, Natal.

DATED at DURBAN this 8th day of DECEMBER, 1995.

GOODRICKES, Plaintiff's Attorneys, 24th Floor, 320 West Street, DURBAN, 4001. (Ref: Mr J A Allan/S.5938/mvr.)

CASE NO: 42648/95

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

In the matter between: **ABSA BANK LIMITED NO. 86/04794/06,** EXECUTION CREDITOR, and **MR BERNARD JAMES JOHNSON,** 1ST EXECUTION DEBTOR, **MRS CAROL ANGELA JOHNSON,** 2ND EXECUTION DEBTOR

In pursuance of judgment granted on the 28 July 1995, in the DURBAN Magistrate's Court and under a Writ of Execution issued thereafter, the immovable property listed hereunder will be sold in execution on Thursday, the 1st February 1996 at 2pm in front of the Magistrate's Court-House, Somtseu Road, Durban, to the highest bidder:

DESCRIPTION: A certain piece of land being:

1. (a) Section No. 41 as shown and more fully described on Sectional Plan No. SS 77/94, in the scheme known as GALWAY ROAD NO. 35 in respect of the land and building or buildings situate at Durban, of which section the floor area, according to the said sectional plan, is 59 (Fifty Nine) 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;

2. An exclusive use area described as Parking Area No. PB 25 measuring 14 (Fourteen) square metres being as such part of the common property, comprising the land and the scheme known as GALWAY ROAD NO. 35, in respect of the land and building or buildings situate at DURBAN, as shown and more fully described on the said sectional plan;

POSTAL ADDRESS: 105 Albizia, 27/35 Galway Road, Mayville, Durban, 4091.

IMPROVEMENTS: Sectional title unit consisting of: lounge/diningroom, 2 bedrooms, kitchen, bathroom/toilet.

TOWN PLANNING: ZONING: Special Residantial; SPECIAL PRIVILEGES: Nil.

NOTHING IS GUARANTEED IN THESE RESPECTS.

MATERIAL CONDITIONS

1. The sale shall be subject to the terms and conditions of the Magistrate's Court Act and the rules made thereunder.

2. The Purchaser shall pay a deposit of 10% 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 Magistrates Court Sheriff within 14 (fourteen) days after the date of sale.

3. If more that 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 our offices.

DATED at DURBAN this 13 December 1995.

BROWNE BRODIE & CO, Plaintiff's Attorneys, 12th Floor, United Building, 291 Smith Street, Durban, 4001. Telephone: (031) 304-7614/5. (Ref: CMK/019600/016/Mrs Chetty.)

Case No. 5895/95

IN THE SUPREME COURT OF SOUTH AFRICA

(DURBAN AND COAST LOCAL DIVISION)

In the matter between: **THE STANDARD BANK OF SOUTH AFRICA LIMITED,** Plaintiff, and **MZIWAKHE EPHRAIM MDLELENI,** 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, Court House Road, Port Shepstone, at 10.00am on Friday the 26th January, 1996:

DESCRIPTION: Lot 1766 Margate (Extension No. 3), situate in the Borough of Margate and in the Southern Natal Joint Services Board Area, Administrative District of Natal, in extent 1 015 (ONE THOUSAND AND FIFTEEN) square metres, held under Deed of Transfer No. T 33423/94.

PHYSICAL ADDRESS: 1766 Boonzaaier Street, Margate Ext. 3, Natal.

ZONING: SPECIAL RESIDENTIAL.

The property consists of the following:

Brick under tile building consisting of lounge and diningroom (combined), kitchen, 3 bedrooms, 1 full bathroom and 1 single garage.

Nothing in this regard is guaranteed.

1. The sale shall be subject to the terms and conditions of the Supreme Court Act and the Rules made thereunder.

2. The purchaser shall pay a deposit of 10% (TEN PER CENT) of the purchase price and the auctioneer's commission in cash immediately after the sale and the balance against transfer to be secured by a Bank or Building Society Guarantee, to be furnished to the Plaintiff's attorneys within 14 (FOURTEEN) days after the date of sale, to be approved by the Plaintiff's Attorneys.

3. Transfer shall be effected by the attorneys for the Plaintiff and the purchaser shall pay all transfer dues, including transfer duty, current and/or arrear levies/rates and/or Value Added Tax and other necessary charges to effect transfer upon request by the sale attorneys.

4. The full conditions of sale may be inspected at the offices of the Sheriff of the Supreme Court, 20 Riverview Road, Sunwich Port, Natal.

DATED at DURBAN this 7th day of DECEMBER, 1995.

GOODRICKES, Plaintiff's Attorneys, 24th Floor, 320 West Street, DURBAN, 4001. (Ref: Mr J A Allan/S.9053/mvr.)

CASE NO 1041/95

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF LOWER UMFOLOZI HELD AT EMPANGENI

In the matter between: **N B S BANK LIMITED,** Plaintiff, and **MAX MILTON BARRY,** Defendant

IN PURSUANCE of a judgment granted on the 16th March 1995 in the above Court, and a Writ of Execution issued thereafter, the immovable property listed hereunder shall be sold in Execution, to the highest bidder on the 1st day of February 1996 at 11h00 at the Magistrate's Court, Empangeni.

1. (a) *Deeds Office Description*

LOT 515 Richards Bay (Extension No. 5) situate in the Borough of Richards Bay, Administrative District of Natal, measuring in extent 1224 (One Thousand Two Hundred and Twenty Four) square metres.

1. (b) *Street Address*

24 Lantern Reef Road, Meerensee, Richards Bay.

1. (c) *Improvements (not warranted to be corrected)*

A brick under tile roof dwelling consisting of four bedrooms, a kitchen, open plan lounge, dining room, two bathrooms, two toilets, two garages and an outside room.

1. (d) *Zoning/Special Privileges or Exemptions*

Special Residential Zoning, no special privileges or exemptions.

2. The Conditions of Sale may be inspected at the office of the Sheriff of the Magistrate's Court, Old Sugar Mill, Empangeni.

3. The sale shall be by public auction without reserve to the highest bidder.

DATED AT EMPANGENI THIS 19TH DAY OF DECEMBER 1995

SCHREIBER SMITH ATTORNEYS, Yellowood Lodge, Norman Tedder Lane, EMPANGENI. Mr Rohrs/kr/09/N9026/95.

CASE NO 1373/95

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF LOWER UMFOLOZI HELD AT EMPANGENI

In the matter between: **N B S BANK LIMITED,** Plaintiff, and **JAPHET MZIKAWUKHETHWA MTHETHWA,** Defendant

IN PURSUANCE of a judgment granted on the 16th May 1995 in the above Court, and a Writ of Execution issued thereafter, the immovable property listed hereunder shall be sold in Execution, to the highest bidder on the 1st day of February 1996 at 11h00 at the Magistrate's Court, Empangeni.

1. (a) *Deeds Office Description*

Ownership Unit No. B255 Ngwelezana Township, District of Enseleni, measuring in extent 375 (Three Hundred and Seventy Five) square metres.

1. (b) *Street Address*

B 255, Ngwelezana.

1. (c) *Improvements (not warranted to be corrected)*

A brick under tile roof dwelling consisting of two bedrooms, a lounge, kitchen and one bathroom with toilet.

1. (d) *Zoning/Special Privileges or Exemptions*

Special Residential Zoning, no special privileges or exemptions.

2. The Conditions of Sale may be inspected at the office of the Sheriff of the Magistrate's Court, Old Sugar Mill, Empangeni.

3. The sale shall be by public auction without reserve to the highest bidder.

DATED AT EMPANGENI THIS 19TH DAY OF DECEMBER 1995

SCHREIBER SMITH ATTORNEYS, Yellowood Lodge, Norman Tedder Lane, EMPANGENI. Mr Rohrs/kr/09/N9035/95.

CASE NO 4731/95

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF LOWER UMFOLOZI HELD AT EMPANGENI

In the matter between: **N B S BANK LIMITED,** Plaintiff, and **LEONARD CARL BARNARD,** Defendant

IN PURSUANCE of a judgment granted on the 6th September 1995 in the above Court, and a Writ of Execution issued thereafter, the immovable property listed hereunder shall be sold in Execution, to the highest bidder on the 1st day of February 1996 at 11h00 at the Magistrate's Court, Empangeni.

1. (a) *Deeds Office Description*

LOT 3994 Richards Bay (Extension No. 14) situate in the Borough of Richards Bay, Administrative District of Natal, measuring in extent 924 (Nine Hundred and Twenty Four) square metres.

1. (b) *Street Address*

40 Honey Suckle, Veld-en-Vlei, Richards Bay.

1. (c) *Improvements (not warranted to be corrected)*

A single storey brick under tile roof dwelling consisting of a lounge, dining room, three bedrooms (1 MES), kitchen, one bathroom with toilet, a double garage, swimming pool with braai area, an outside room with toilet and shower and the property is fenced on three sides.

1. (d) *Zoning/Special Privileges or Exemptions*

Special Residential Zoning, no special privileges or exemptions.

2. The Conditions of Sale may be inspected at the office of the Sheriff of the Magistrate's Court, Old Sugar Mill, Empangeni.

3. The sale shall be by public auction without reserve to the highest bidder.

DATED AT EMPANGENI THIS 19TH DAY OF DECEMBER 1995

SCHREIBER SMITH ATTORNEYS, Yellowood Lodge, Norman Tedder Lane, EMPANGENI. Mr Rohrs/kr/09/N9073/95.

Case No. 589/91

In the MAGISTRATE'S COURT for the DISTRICT of CAMPERDOWN HELD at CAMPERDOWN

In the matter between **UNITED BANK LIMITED,** Judgement Creditor, and **NITHIANANDAN NAIDOO,** Judgment Debtor

In pursuance of judgment granted on 13 January 1992, in the CAMPERDOWN Magistrate's Court and under a writ of execution issued thereafter the immovable property listed hereunder will be sold in execution on the 30 January 1996 at 10H00 at MAGISTRATE'S COURT, CHATSWORTH to the highest bidder:

Description: Lot 1237, SHALLCROSS, SITUATE IN THE DEVELOPMENT AREA OF SHALLCROSS, ADMINISTRATIVE DISTRICT OF DURBAN, PROVINCE OF KWA-ZULU NATAL.

In extent: TWO HUN.)RED AND NINETY SEVEN THOUSAND (297) square metres.

Postal Address: 18 CAUCASUS STREET, SHALLCROSS.

Improvements: BLOCK UNDER ASBESTOS ROOF DWELLING COMPRISING OF: 2 BEDROOMS, 1 LOUNGE, 1 KITCHEN, 1 TOILET/BATHROOM.

HELD by the Defendant in his name under Deed of Transfer No. T.8709/79.

1. The sale shall be subject to the terms and conditions of the Magistrate's Court Act and the rules made thereunder.

2. The Purchaser shall pay the purchase price in cash or by bank guaranteed cheque on the day of the sale. In the event of the Purchaser having to obtain finance from a financial institution, the purchaser shall, on the day of the sale, produce written confirmation from the said financial institution to the effect that the Purchaser qualifies for a loan. The amount of the loan shall not be less than the purchase price.

3. The Purchaser shall be liable for payment of interest to the execution creditor and to the bondholder, if any, from date of sale to date of registration of transfer as set out in the conditions of sale.

5. 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, 120 Oak Avenue, Kharwastan, Chatsworth.

DATED at DURBAN this 15 December 1995.

J M MUN-GAVIN, BROWNE BRODIE & CO., Plaintiff's Attorneys, 11th Floor, United Building, 291 Smith Street, Durban, 4001. P.O. Box 714, DURBAN, 4000. Telephone: (031) 304-7614/5.

CASE NO.: 34432/94

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

In the matter between **NBS BANK LIMITED, PLAINTIFF,** and **KURMASHEEL TULSIRAM, 1st DEFENDANT, BABY BEENA TULSIRAM, 2nd DEFENDANT**

In pursuance of a Judgment in the above action the property listed hereunder will be sold in Execution on TUESDAY the 30TH day of JANUARY 1996 at 10.00 a.m. in front of the MAGISTRATE'S COURT, CHATSWORTH.

A Unit consisting of:

(a) Section 20 as shown and more fully described on sectional plan about to be registered in the building or buildings known as "JAYMATI VILLA" situate at City of Durban, of which the floor area, according to the said sectional plan, is 105 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.

POSTAL ADDRESS: FLAT 20, JAYMATI VILLA, 24 JOYHURST STREET, CHATSWORTH.

IMPROVEMENTS: 1 Brick under Tile roof sectional flat comprising of 3 Bedrooms; 2 Built in cupboards, all carpeted, 1 Lounge, 1 Diningroom, 1 Kitchen, Built in cupboards, 1 Toilet and Bathroom, 1 Garage.

VACANT POSSESSION IS NOT GUARANTEED. NOTHING IN RESPECT OF THE SALE NOTICE IS GUARANTEED.

The Conditions of Sale: The purchase price will be payable as to a deposit in cash of 10% and the balance against transfer.

The full Conditions of Sale which will be read immediately prior to the sale, may be inspected at 12 Oak Avenue, Kharwastan.

A substantial Bank loan can be raised for an approved purchaser with prior approval.

DATED AT DURBAN ON TIS 13TH DAY OF DECEMBER 1995.

MULLA AND MULLA, 2ND FLOOR, HALVERT HOUSE, 412 SMITH STREET, DURBAN, 4000. TELEPHONE NO.: 3077377. PLAINTIFF'S ATTORNEYS.

Case No. 43403/1995

In the MAGISTRATE'S COURT for the DISTRICT of DURBAN HELD at DURBAN

In the matter between **GALWAY ROAD 27 BODY CORPORATE,** Execution Creditor, and **MISS E. J. METH,** Execution Debtor

In pursuance of judgment granted on the 14 August 1995, in the DURBAN Magistrate's Court and under a writ of execution issued thereafter the immovable property listed hereunder will be sold in execution on Thursday the 1st February 1996 at 14H00 in front of the Magistrate's Court House, Somtseu Road, Durban, Kwazulu Natal to the highest bidder:

Description:

1. a Section No. 70 as shown and more fully described on Sectional Plan No. SS76/94 in the scheme known as GALWAY ROAD NO. 27 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 acording to the Sectional Plan is FIFTY NINE (59) 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 No. ST11911/1994.

2. Exclusive use area No. SK2904/1994S, described as Parking Bay PB24 measuring FOURTEEN (14) square metres, being as such part of the common property, comprising land and the scheme known as GALWAY ROAD No. 27, in respect of the land and building/s situated at Durban as shown and more fully described on Sectional Plan No. SS76/1994, held under Certificate of Real Right No. SK639/94.

Postal Address: Flat 307, Kamassi, 27 Galway Road, Mayville, Durban, Kwazulu Natal.

Improvements: Flat consisting of 1 lounge, 2 bedrooms with built-in cupboards, 1 bath/toilet/basin, 1 kitchen and open bay parking.

1. The sale shall be subject to the terms and conditions of the Magistrate's Courts Act and the rules made thereunder.

2. The Purchaser shall pay the purchase price in cash or by bank-guaranteed cheque on the day of the sale. In the event of the Purchaser having to obtain finance from a financial institution, the Purchaser shall, on the day of the sale, produce written confirmation from the said financia 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.

5. Transfer shall be affected by the Execution Creditor's Attorneys and the Purchaser shall pay all transfer costs, current rates taxes, arrear levies and current levies 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, Durban Central, 21 Stafmayer House, Beach Grove, Durban, Kwazulu Natal or at the address set out hereunder.

DATED at DURBAN this 19 December 1995.

TATE & NOLAN, Plaintiff's Attorneys, 306 Salmon Grove Chambers, 407 Smith Street, DURBAN, 4001. Telephone: (031) 301-2212. P.O. Box 2889, DURBAN, 4000.

Case No: 40967/95

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

In the matter between **FIDELITY BANK LIMITED,** EXECUTION CREDITOR, and **TEDDY DORASAMY,** EXECUTION DEBTOR

In pursuance of a Judgment granted on 13/9/1995 in the Magistrate's Court and under a Writ of Execution issued thereafter, the immovable property listed hereunder will be sold in execution on the 30/1/1996 in front of the Chatsworth Magistrate's Court-House, Chatsworth at 10.00am to the highest bidder:

Description:

(A) SUB 6573 (OF 6487) OF LOT 107 CHATSWORTH, SITUATE IN THE CITY OF DURBAN, ADMINISTRATIVE DISTRICT OF NATAL, PROVINCE OF KWAZULU/NATAL, IN EXTENT 245 (TWO HUNDRED AND FORTY FIVE) SQUARE METRES, HELD UNDER DEED OF TRANSFER NO T 11668/1992.

PHYSICAL ADDRESS: 78 RAINSTORM ROAD, MOORTON, CHATSWORTH.

IMPROVEMENTS: 1 SEMI DETACHED BLOCK UNDER ASBESTOS ROOF DWELLING COMPRISING OF 1 KITCHEN TILED, 1 LOUNGE, 1 TOILET, 1 BATHROOM AND 3 BEDROOMS (the nature, extent, condition and existence of the improvements are not guaranteed, and are sold "voetstoots").

CONDITIONS:

1. The sale shall be subject to the terms and conditions of the Magistrate's Courts Act and the Rules made thereunder.

2. The Purchaser shall pay 10% of the purchase price in cash or by bank guaranteed cheque at the time of the sale, the balance against transfer is to be secured by a Bank or Building Society Guarantee and to be approved by the Plaintiff's Attorneys to be furnished to the SHERIFF, within 14 (FOURTEEN) days after the date of sale.

3. The Purchaser shall be liable for the payment of interest to the Execution Creditor from date of sale to date of registration of transfer as set out in the Conditions of Sale.

4. Transfer shall be effected by the Attorneys for the Execution Creditor and the Purchaser shall pay all transfer costs, value added tax, including arrear and current rates, taxes and other necessary charges to effect transfer, upon request by the said Attorneys.

5. Vacant occupation and possession of the property is not guaranteed.

The full conditions of sale may be inspected at the offices of the SHERIFF, CHATSWORTH, 12 OAK AVENUE, KHARWASTAN.

DATED at DURBAN this 18th day of DECEMBER 1995.

L. J. HITCHCOCK, for LOUIS J. HITCHCOCK & CO., EXECUTION CREDITOR'S ATTORNEYS, 528 PERMANENT BUILDING, 34 FIELD STREET, DURBAN. (REF: L. J. HITCHCOCK/MW.)

CASE NO. 2933/1995

IN THE MAGISTRATE'S COURTH FOR THE DISTRICT OF LOWER TUGELA HELD AT STANGER

In the matter between: **ABSA BANK LIMITED,** t/a ALLIED BANK, EXECUTION CREDITOR, and **AUNANTHAN MOODLEY,** 1ST EXECUTION DEBTOR, AND **JOY VIRGINIA MOODLEY,** 2ND EXECUTION DEBTOR

In pursuance of a Judgment granted on the 6th October 1995 in the Magistrate's Court, Stanger, and under a Writ of Execution issued thereafter, the immovable property listed under will be sold in execution on FRIDAY, the 9th day of February 1996 at 10h00 at the front entrance of the Magistrate's Court Building, Couper Street, Stanger, to the Highest Bidder according to the Conditions of Sale which will be read out by the Sheriff of the Court, Stanger, at the time of the Sale:

DESCRIPTION:

LOT 2178 TONGAAT (EXT. 18) SITUATED IN THE TOWNSHIP OF TONGAAT, ADMINISTRATIVE DISTRICT OF NATAL, PROVINCE OF KWAZULU/NATAL, IN EXTENT ONE THOUSAND ONE HUNDRED AND FIFTY FIVE (1 155) SQUARE METRES.

IMPROVEMENTS:

BRICK & TILE DWELLING consisting of: LOUNGE, KITCHEN, TOILET, BATH & BASIN, 3 BEDROOMS AND A CARPORT. IMPROVEMENTS DONE TO THE BEST ABILITY OF DEPUTY SHERIFF. NOTHING IS GUARANTEED.

PHYSICAL ADDRESS:

41 Burbreeze Drive, Tongaat.

ZONING:

Residential.

MATERIAL CONDITIONS:

1. The Sale shall be subject to the Magistrate's Court Act No. 32 of 1944 (as amended) and the rules made thereunder.

2. The property shall be sold to the Highest Bidder at the Sale.

3. The Purchaser (other than the Execution Creditor) shall pay a deposit of TEN (10%) of the purchase price and the Auctioneer's charges in cash or by Bank Guaranteed cheque at the time of the Sale.

4. The balance of the purchase price is payable against transfer of the property, to be secured by a Bank of Building Society Guarantee approved by the Execution Creditors' Attorneys and to be furnished within FOURTEEN (14) days after the date of Sale.

5. The Purchaser shall be liable for payment of interest at the rate of (18,25%) per annum to the Execution Creditor from the date of Sale to the date of registration of transfer.

6. The transfer shall be effected by Attorneys LAURIE C. SMITH INCORPORATED and the Purchaser shall pay all transfer costs, including arrear and current rates, sewerage connection fees (if any), taxes and other charges necessary to effect transfer on request by the said Attorneys.

6. The full Conditions of Sale may be inspected at the offices of the Sheriff of the Court, Stanger and all interested parties are asked to contact the Execution Creditor who may be prepared to grant loan facilities to an approved Purchaser.

DATED AT STANGER ON THIS 12TH DAY OF DECEMBER 1995.

MESSRS LAURIE C. SMITH INC., PLAINTIFF'S ATTORNEYS, 22 Jackson Street, P.O. Box 46, STANGER. (MR HORTON/RK/A.374/COLLS.)

CASE NO. 200/95

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

In the matter between: **KWAZULU FINANCE & INVESTMENTS CORP. LTD,** Plaintiff, and **BLESSING N D SHWALA,** 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 the 31st January 1996 at 10h00 at the Magistrate's Court, Reinhold Street, Melmoth.

1. (a) DEEDS OFFICE DESCRIPTION Ownership Unit No. B369, situated in the Township of Ulundi, District Mahlabatini, in extent 1131 (One Thousand One Hundred and Thirty One) square metres.

1. (b) PROPERTY DESCRIPTION (NOT WARRANTED TO BE CORRECT) Vacant land. The property is zoned residential.

2. The Conditions of Sale may be inspected at the Sheriff's Office, Reinhold Street, Melmoth.

TRUTER JAMES DE RIDDER Lincoln's Inn, 1 Victoria Lane 7 Maxwell Street EMPANGENI OUR REF: Mr de Ridder/aeh/177/95 (05/K771/177).

CASE NO. 530/95

IN THE SUPREME COURT OF SOUTH AFRICA
(NATAL PROVINCIAL DIVISION)

In the matter between: **NEDCOR BANK LIMITED,** Plaintiff, and **BAMGIMPI THOMAS MBATHA,** Defendant

TAKE NOTICE that pursuant to a judgment of the above Honourable Court dated 13TH MARCH 1995 and writ of attachment of immovable property, the undermentioned immovable property will be sold in execution by the Sheriff of the Supreme Court for the district of ESTCOURT at 10.00 a.m. on the 31ST JANUARY 1996, in front of the Magistrate's Court, Albert Street, Estcourt, Kwazulu-Natal, to the highest bidder:

Ownership Unit No. 40 in the Township of Wembezi-A, District of Estcourt, in extent (465) FOUR HUNDRED AND SIXTY FIVE square metres, represented and described on General Plan No. BA 8/1969.

The property is situate at Unit 40, Wembezi-A, Estcourt, Kwazulu-Natal and is improved by a dwelling house constructed of brick under asbestos roof consisting of lounge, 2 bedrooms, kitchen and outside toilet.

MATERIAL CONDITIONS OF SALE:

1. The purchaser shall pay a deposit of 10% of the purchase price in cash on the day of sale.

2. The balance of the purchase price plus interest thereon at the rate of 16,25% per annum with effect from the date of sale to date of payment thereof shall be payable on the date of registration of transfer and shall be guaranteed by a Bank or Building Society guarantee to be furnished to the Plaintiff's Conveyansers within 30 days of the date of the sale which guarantees shall provide that payment be made of the balance of the purchase price plus interest thereon against registration of transfer.

The full conditions of sale may be inspected at the offices of the Sheriff, 142 Connor Street, Estcourt, Kwazulu-Natal.

DATED at PIETERMARITZBURG this 18 day of DECEMBER 1995.

TATHAM, WILKES & COMPANY, Plaintiff's Attorneys, 4th floor, Fedlife House, 251 Church Street, PIETERMARITZBURG (Ref: H.M. Drummond/G10)

Case No. 22953/95

In the Magistrate's Court for the district of Pietermaritzburg held at Pietermaritzburg

In the matter betweeen: **PMBURG-MSUNDUZI TRANSITIONAL LOCAL COUNCIL,** Execution Creditor, and **LEONARD BHEKABANTU NDLOVU,** Execution Debtor

In pursuance of a Judgment in the Court of the Magistrate of Pietermaritzburg and a Warrant of Execution numbered 22950/94 issued thereon, dated 01ST of NOVEMBER 1995 the immovable property listed hereunder will be sold in Execution on the 26TH of JANUARY 1996 at 11.00 am at 277 Berg Street, Pietermaritzburg, to the highest bidder, subject to the conditions, which will be read out by the Auctioneer at the sale namely:

SUB 6 OF LOT 1887 PIETERMARITZBURG SITUATE IN PIETERMARITBURG-MSUNDUZI TRANSITIONAL LOCAL COUNCIL AREA ADMINISTRATIVE DISTRICT OF NATAL PROVINCE OF KWAZULU NATAL IN EXTENT 504 (FIVE HUNDRED AND FOUR SQUARE METRES).

The following information is furnished but not guaranteed:

1 The property is a residential property;

2 The property is situated at 3 Bale Street, Pietermaritzburg;

3 The area of the land is 504 metres squared;

4 The buildings on site consists of lounge, dining room, 2 bedrooms, bathroom, kitchen and pantry with an extent of 115 square metres.

5 The outbuilding consists of a garage, servants room, WC and fuel store of 38 square metres.

6 The property is developed with a dwelling of brick under corrugated iron.

7 The detailed conditions of sale in respect of the above property may be inspected at the offices of the Sheriff of the Magistrate's Court.

DATED AT PIETERMARITZBURG ON THIS 19TH DAY OF DECEMBER 1995.

Bale Buchanan, Plaintiff's Attorneys, B. J. Wilkes, 131 Pietermaritz Street, Pietermaritzburg.

CASE NO. 931/91

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

NEDPERM BANK LIMITED, Execution Creditor, and **VIVIAN RADEBE,** Execution Debtor

IN PURSUANCE of a Judgment in the Court of the Magistrate at Pietermaritzburg dated 5 March 1991 the following immovable property will be sold in execution on 31st JANUARY 1996 at 10.00 a.m. in front of the Magistrate's Court, Albert Street, Estcourt, Kwazulu-Natal, to the highest bidder:

Unit No. B 486 in the Township of Wembezi, District of Okhahlamba, in extent THREE HUNDRED (300) square metres; represented and described on General Plan No. PB240/1979; Situate at Unit No. B 486, Wembezi, Estcourt, Kwazulu-Natal.

The following information is furnished regarding the property, but is not guaranteed: A single storey dwelling house constructed of brick under concrete tile roof, consisting of lounge, 3 bedrooms, bathroom, kitchen and garage.

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, 277 Berg Street, ESTCOURT 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, 142 Connor Street, Estcourt, Kwazulu-Natal, and interested parties are asked to contact the Execution Creditor who may be prepared to grant loan facilities to an approved purchaser.

DATED at PIETERMARITZBURG this 18 day of DECEMBER 1995.

TATHAM WILKES & COMPANY, Execution Creditor's Attorneys, 4th Floor, Fedlife House, 251 Church Street, PIETERMARITZBURG.

CASE NO. 19515/93

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

NEDCOR BANK LIMITED, Execution Creditor, and **SIKUNKA BEHKUMUZI BUTHELEZI,** Execution Debtor

IN PURSUANCE of a Judgment in the Court of the Magistrate at Pietermaritzburg dated 27 August 1993 the following immovable property will be sold in execution on 31st JANUARY 1996 at 10.00 a.m. in front of the Magistrate's Court, Albert Street, Estcourt, Kwazulu-Natal, to the highest bidder:

Ownership Unit No. A120, situate in the Township of Wembezi, District of Okhahlamba, in extent (465) FOUR HUNDRED AND SIXTY FIVE square metres; represented and described on General Plan No. BA 8/1979; Situate at A120, Wembezi, Estcourt, Kwazulu-Natal.

The following information is furnished regarding the property, but is not guaranteed: A single storey dwelling house constructed of concrete under asbestos roof, consisting of lounge, 2 bedrooms, kitchen & outside toilet.

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, 277 Berg Street, ESTCOURT 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, 142 Connor Street, Estcourt, Kwazulu-Natal, and interested parties are asked to contact the Execution Creditor who may be prepared to grant loan facilities to an approved purchaser.

DATED at PIETERMARITZBURG this 18th day of DECEMBER 1995.

TATHAM WILKES & COMPANY, Execution Creditor's Attorneys, 4th Floor, Fedlife House, 251 Church Street, PIETERMARITZBURG.

CASE NO. 2412/95

IN THE SUPREME COURT OF SOUTH AFRICA

(NATAL PROVINCIAL DIVISION)

In the matter between: **NEDCOR BANK LIMITED,** Plaintiff, and **KHANYISILE ELFRIDA MJUQU,** in her capacity as REPRESENTATIVE OF THE ESTATE OF THE LATE LEONARD MJUQU, Defendant

TAKE NOTICE that pursuant to a judgment of the above Honourable Court dated 14TH SEPTEMBER 1995 and writ of attachment of immovable property, the undermentioned immovable property will be sold in execution by the Sheriff of the Supreme Court for the district of PIETERMARITZBURG at 09.30 a.m on the 26TH JANUARY 1996, at the Sheriff's Offices, No. 6 Courtyard, Derek Hall, 172 Loop street, Pietermaritzburg, to the highest bidder:

Ownership Unit No. 2160 IMBALI II in the Township of EDENDALE DD, County of Pietermaritzburg, in extent 297 (TWO HUNDRED AND NINETY SEVEN) square metres; represented and described on General Plan No. PB 72/1980;

Held by the Mortgagor under Deed of Grant No. 1727/84.

The property is situate at 1551 Mbhele Bhela Road, Imbali II, Edendale-DD, Kwazulu-Natal and is improved by a dwelling house constructed of brick under tile roof consisting of lounge, 3 bedrooms, bathroom, toilet and kitchen.

Material conditions of sale:

1. The purchaser shall pay a deposit of 10% of the purchase price in cash on the day of sale.

2. The balance of the purchase price plus interest thereon at the rate of 18,00% per annum with effect from the date of sale to date of payment thereof shall be payable on the date of registration of transfer and shall be guaranteed by a Bank or Building Society guarantee to be furnished to the Plaintiff's Conveyanders within 30 days of the date of the sale which guarantees shall provide that payment be made of the balance of the purchase price plus interest thereon against registration of transfer.

The full conditions of sale may be inspected at the offices of the Sheriff, No. 6 Courtyard, Derek Hall, 172 Loop Street, Pietermaritzburg.

DATED at PIETERMARITZBURG this 18 day of DECEMBER 1995.

TATHAM, WILKES & COMPANY, Plaintiff's Attorneys, 4th floor, Fedlife House, 251 Church Street, PIETERMARITZBURG (Ref: H.M. Drummond/G67)

CASE NO: 468/1995

IN THE SUPREME COURT OF SOUTH AFRICA

(NATAL PROVINCIAL DIVISION)

In the matter between: **ABSA BANK LIMITED,** PLAINTIFF, and **THULASIZWE WILSON NDLOVU,** DEFENDANT

In execution of a judgment granted by the Supreme Court of South Africa, Natal Provincial Division on Thursday, 3rd August 1995 in the above-named suit, the following immovable property will be sold by public auction by the Sheriff of the Supreme Court of South Africa for the District of PIETERMARITZBURG on the steps of her office at 10h30 on Friday, 26th January 1996 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 No. 6, The Courtyard, Derek Hall, 172 Loop Street, Pietermaritzburg, KwaZulu/Natal, namely

Ownership Unit No. 807, Unit 13, Township of Edendale, District of Pietermaritzburg, in extent THREE HUNDRED AND FORTY-FIVE (345) square metres, which property is physically situated at Unit 13, Lot 807, Imbali, KwaZulu/Natal, and which property is held by the above-named Defendant under and by virtue of Deed of Grant No. 00003819.

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 tile, consisting of a lounge, kitchen, three bedrooms, bathroom and toilet. There is an outbuilding which consists of a single garage.

Zoning

The property is zoned for residential purposes and enjoys no special consents in respect of its zoning.

Terms

The purchase price will be payable subject to the conditions of sale, as follows:—

(a) Ten per cent of the purchase price together with the Sheriff's commission on the sale to be paid immediately in cash on the date of sale.

(b) All current and arrear rates, taxes, electrical, sanitary, water and other fees or charges to be paid in cash within seven days of the date of sale together with costs of transfer and transfer duty.

(c) The balance of the purchase price together with interest at the rate of 16,25 per cent per annum compounded monthly in advance on the amount referred to in the conditions of sale from date of sale to date of transfer both days inclusive, to be secured by an acceptable guarantee to be furnished within fourteen (14) days after the date of sale.

DATED AT PIETERMARITZBURG ON THIS 11th DAY OF DECEMBER 1995.

J A BROWNE, Plaintiff's Attorneys, E R BROWNE INCORPORATED, 10th Floor, United Building, 194 Longmarket Street, PIETERMARITZBURG.

CASE NO. 2103/95

IN THE SUPREME COURT OF SOUTH AFRICA

(NATAL PROVINCIAL DIVISION)

In the matter between: **NEDCOR BANK LIMITED,** Plaintiff, and **ALAN HUGH REID,** Defendant

TAKE NOTICE that pursuant to a judgment of the above Honourable Court dated 1ST AUGUST 1995 and writ of attachment of immovable property, the undermentioned immovable property will be sold in execution by the Sheriff of the Supreme Court for the District of PIETERMARITZBURG at 9.30 a.m on the 26TH JANUARY 1996, at the Sheriff's Offices, No. 6 Courtyard, Derek Hall, 172 Loop Street, Pietermartizburg, to the highest bidder:

Sub 25 of Lot 1795, Pietermaritzburg, situate in the City of Pietermaritzburg, Administrative District of Natal, in extent ONE THOUSAND (1 000) square metres; held by the Mortgagor under Deed of Transfer No. T 26962/1981.

The property is situate at 28 Buckley Road, Bisley, Pietermaritzburg, KwaZulu/Natal, and is improved by a dwelling house constructed of brick under tile roof consisting of lounge, dining room, 3 bedrooms, 2 bathrooms, kitchen, garage & swimming-pool.

MATERIAL CONDITIONS OF SALE

1. The purchaser shall pay a deposit of 10% of the purchase price in cash on the day of sale.

2. The balance of the purchase price plus interest thereon at the rate of 18,25% per annum with effect from the date of sale to date of payment thereof shall be payable on the date of registration of transfer and shall be guaranteed by a Bank or Building Society guarantee to be furnished to the Plaintiff's Conveyancers within 30 days of the date of the sale which guarantees shall provide that payment be made of the balance of the purchase price plus interest thereon against registration of transfer.

The full conditions of sale may be inspected at the offices of the Sheriff, No. 6 Courtyard, Derek Hall, 172 Loop Street, Pietermaritzburg.

DATED at PIETERMARITZBURG this day of NOVEMBER 1995.

TATHAM, WILKES & COMPANY, Plaintiff's Attorneys, 4th Floor, Fedlife House, 251 Church Street, PIETERMARITZBURG. (Ref: H.M. Drummond/G49.)

CASE NO: 58595/95

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

In the matter between:— **ABSA BANK LIMITED NO. 86/04794/06),** EXECUTION CREDITOR, and **MISS THEMBOKUHLE BEHTABILE INGRID BUTHELEZI**, EXECUTION DEBTOR

In pursuance of judgment granted on the 25 October 1995, in the DURBAN Magistrate's Court and under a Writ of Execution issued thereafter, the immovable property listed hereunder will be sold in execution on Thursday, the 1st February 1996 at 2pm in front of the Magistrate's Court-House, Somtseu Road, Durban, to the highest bidder:

Description: A certain piece of land being:

(a) Section No. 52 as shown and more fully described on Sectional Plan No. SS 349/1984, in the scheme known as GILLYN in respect of the land and building or buildings situate at Durban, of which section the floor area, according to the said sectional plan, is 39 (Thirty-nine) square metres; in extent; and

(b) an individed share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan.

Postal address: 81 Gillyn, 6 McArthur Street, Durban, 4001.

Improvements: batchelor flat consisting of: entrance passage, lounge, kitchen, bathroom/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% 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 Magistrates Court Sheriff within 14 (fourteen) days after the date of sale.

3. If more that 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 our offices.

DATED at DURBAN this 14 December 1995.

BROWNE BRODIE & CO., Plaintiff's Atrorneys, 12th Floor, United Building, 291 Smith Street, Durban, 4001; PO Box 714, DURBAN, 4000/DOCEX 71. Telephone: (031) 304-7614/5. (Ref: CMK/A0034/299/Mrs Chetty.)

CASE NO. 3946/94

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

In the matter between: **ABSA BANK LIMITED,** Plaintiff, and **PATRICK EDWARD BEETAR,** Defendant

In pursuance of a Judgment granted on the 19 September 1994 in the Court of the Magistrate, Pinetown, and under a Writ of Execution issued thereafter, the immovable property listed hereunder will be sold in execution on 2 FEBRUARY 1996 at 10.00 a.m. at the Front Entrance, Magistrate's Court, 22 Chancery Lane, Pinetown.

DESCRIPTION: A certain piece of land being: SUB 9 OF LOT 1731 QUEENSBURGH, situated in the Borough of Queensburgh, Administrative District of Natal, in extent 1296 square metres; held by the Defendant under Deed of Transfer No. 5123/93 dated 4 March 1993.

POSTAL ADDRESS: 8 Lyndhurst Close, Queensburgh, Natal.

IMPROVEMENTS: Brick under tile dwelling, entrance hall, lounge, dining room, kitchen, 3 bedrooms, 2 bathrooms, one with bath/wc, one bath/shower/wc, main en-suite; laundry. Outbuildings: Detached single garage, staff quarters with shower/wc and fencing/wall around property, paving;

TOWN PLANNING ZONING: SPECIAL RESIDENTIAL.

NOTHING IS GUARANTEED IN THE ABOVE RESPECTES.

MATERIAL CONDITIONS

1. The sale shall be subject to the terms and conditions of the Magistrates' Court Act and the Rules made thereunder.

2.(a) The purchaser shall pay a deposit of 10% (ten per centum) of the purchase price and the auctioneer's commission immediately after the sale, and the balance (including the payment of the undermentioned interest) against transfer to be secured by a bank or building society guarantee to be furnished to the Sheriff of the Magistrate's Court within 14 days after the sale. The said guarantee shall be approved by the Plaintiff's attorneys.

(b) The purchaser shall be liable for the payment of interest at the rate payable to the Plaintiff at the time of the sale on the amount of the Plaintiff's claim from date of the sale (and in the event of there being any other preferent creditor, then the interest payable upon such preferent creditor's claim) until the date of transfer, both days inclusive.

3. Transfer shall be effected by the Attorneys for the Plaintiff and the purchaser shall pay all transfer costs, including arrear and current rates, sewerage connection fees (if any), taxes, VAT, and all other charges necessary to effect transfer on request by the said Attorneys.

The full Conditions of Sale may be inspected at the office of the Sheriff for the Magistrate's Court, No. 2 Samkit Centre, 62 Caversham Road, Pinetown and at the offices of DAVID GARDYNE & PARTNERS, 8th Floor, JBS Building, 78 Field Street, Durban.

DATED AT DURBAN ON THIS 6th DAY OF DECEMBER, 1995.

DAVID GARDYNE & PARTNERS Plaintiff's Attorneys 8th Floor, JBS Building 78 Field Street, DURBAN. (REF: MR D GARDYNE/VL/GAL2047)

CASE NO. 4625/95

IN THE SUPREME COURT OF SOUTH AFRICA

DURBAN AND COAST LOCAL DIVISION

In the matter between **GBS MUTUAL BANK,** Plaintiff, and **THOMAS EDWARD HARBRON,** First Defendant, and **NORMA JANE MILLS,** Second Defendant

IN PURSUANCE of a Judgment of the Supreme Court of South Africa, Durban and Coast Local Division, dated 28th 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, Pinetown on 19th January 1996 at 10h00 on the steps of the Magistrate's Court, 22 Chancery Lane, Pinetown, without reserve.

PROPERTY DESCRIPTION: Lot 4124 Pinetown (Extension No. 41) situate in the Borough of Pinetown in the Port Natal-Ebhodwe Joint Services Board area, Administrative District of Natal, in extent 1172 square metres, held under Deed of Transfer No. T38597/94 subject to the conditions therein contained;

PHYSICAL ADDRESS OF PROPERTY: 22 Locksley Drive, Highlands Hills, Pinetown.

ZONING OF PROPERTY: Special residential.

IMPROVEMENTS OF PROPERTY: (but nothing is guaranteed in respect thereof) 1 Kitchen, 1 Lounge, 1 Diningroom, 4 Bedrooms, 2 Bathrooms and 2 Toilets, 1 Garage and one undercover Parking Bay.

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% 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, Pinetown, within FOURTEEN (14) days after the date of the sale.

3. Payment of Value Added Tax which may be applicable in terms of Act 89 of 1991 shall be borne by the Purchaser.

4. The Purchaser shall be liable for the payment of interest to the Execution Creditor and to the Bondholder/s (if any) from date of sale to date of registration of transfer, as set out in the Conditions of Sale.

5. Transfer will be effected by the attorneys for the Execution Creditor and the Purchaser shall pay all 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, 2 Samkit Centre, 62 Caversham Road, Caversham Road, PINETOWN.

DATED at DURBAN this 12th day of DECEMBER 1995.

P. G. Rodseth, WOODHEAD BIGBY & IRVING Attorneys for Plaintiff 650 Mansion House 12 Field Street DURBAN Tel. 304-4706 Ref. PGR/pvdm/06D0963A5.

CASE NO. 3332/95

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

In the matter between **TOWN TREASURER FOR THE BOROUGH OF NEW GERMANY,** Execution Creditor, and **M. R. GALLIAS,** Execution Debtor

In pursuance of a Judgment in the Magistrate's Court for the District of Pinetown dated the 11th day of August, 1995 and a warrant of Execution issued on the 11th August, 1995 the following immovable property will be sold in execution on the 2nd day of FEBRUARY, 1996 at 10h00 in front of the Magistrate's Court Building, Chancery Lane, Pinetown, to the highest bidder:

DESCRIPTION: SUB 13 OF LOT 283 NEW GERMANY situate in the Borough of New Germany and in the Port Natal-Ebhodwe Joint Services Board Area, Administrative District of Natal, Province of KwaZulu/Natal, in extent 2 021 square metres.

POSTAL ADDRESS: 19 Allers Crescent, NEW GERMANY.

IMPROVEMENTS: Brick under tile dwelling consisting of entrance hall, lounge, kitchen, diningroom, TV room, bathroom/toilet, 3 bedrooms, bathroom/toilet, study, double garage and flat consisting of kitchen, bedroom, bathroom swimmingpool.

TOWN PLANNING ZONING: RESIDENTIAL.

SPECIAL PRIVILEGES: NONE KNOWN.

NOTHING IS GUARANTEED IN THE ABOVE RESPECT.

CONDITIONS:

1. The sale shall be subject to the terms and conditions of the Magistrate's Court Act and the Rules made thereunder.

2. The Purchaser (excluding the Judgment Creditor) shall pay a deposit of 10% of the purchase price and auctioneer's charges immediately after the sale. The balance of the purchase price, including interest as set out in the Conditions of Sale, is payable against transfer, to be secured in the interim by a bank or building society guarantee to be approved by the Execution Creditor's Attorneys and to be furnished to the Sheriff within fourteen (14) days after the date of sale.

3. Transfer will be effected by the Execution Creditor's Attorneys and the Purchaser shall pay to them all the costs and charges, as more fully set out in Clause 5 of the Conditions of Sale which conditions may be inspected at the offices of the Sheriff of Pinetown, and the said Attorneys.

DATED AT PINETOWN this 7th day of DECEMBER, 1995.

ATTORNEYS FOR EXECUTION CREDITOR, C. J. A. FERREIRA, Attorneys for Execution Creditor, Suite 3, Media House, 47 Kings Road, PINETOWN.

CASE NO. 12896/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF INANDA HELD AT VERULAM

In the matter between **ABSA BANK LIMITED,** Plaintiff, and **MBONGENI ALFRED KHWELA, in his capacity as Representative in the ESTATE LATE JEFFREY HLEHLA KHWELA,** Defendant

In pursuance of a Judgment granted on the 17 February 1995 in the Court of the Magistrate, Inanda, and under a Writ of Execution issued thereafter, the immovable property listed hereunder will be sold in execution on 5TH FEBRUARY 1996 at 9.00 A.M. at the front entrance of the Magistrate's Court, Moss Street, Verulam:

DESCRIPTION: A certain piece of land being:

LOT 1303 HILLGROVE, situate in the City of Durban, Administrative District of Natal, in extent 568 square metres;

POSTAL ADDRESS: 80 Frosthill Close, Hillgrove, Newlands West, Natal.

IMPROVEMENTS: Brick under tile dwelling with water & lights consisting of 3 bedrooms (carpeted); 1 kitchen (tiled); 1 lounge (carpeted); 1 toilet; 1 bathroom; burglar guards are present - no fencing.

TOWN PLANNING ZONING: SPECIAL RESIDENTIAL 180: MINIMUM PLOT SIZE 180 SQUARE METRES.

NOTHING IS GUARANTEED IN THE ABOVE RESPECTS.

MATERIAL CONDITIONS

1. The sale shall be subject to the terms and conditions of the Magistrate's Court 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 for the Magistrate's Court within 14 days after the sale. The said guarantee shall be approved by the Plaintiff's attorneys.

(b) The purchaser shall be liable for the payment of interest at the rate payable to the Plaintiff at the time of the sale on the amount of the Plaintiff's claim from date of the sale (and in the event of there being any other preferent creditor, then the interest payable upon such preferent creditor's claim) until the date of transfer, both days inclusive.

3. Transfer shall be effected by the Attorneys for the Plaintiff and the purchaser shall pay all transfer costs, including arrear and current rates, sewerage connection fees (if any), taxes, VAT, and all other charges necessary to effect transfer on request by the said Attorneys.

The full Conditions of Sale may be inspected at the office of the Sheriff for the Magistrate's Court, Suite 7, Foresum Centre, 314 Old Main Road, Tongaat, and at the offices of DAVID GARDYNE & PARTNERS, 8th Floor, JBS Building, 78 Field Street, Durban.

DATED at DURBAN ON THIS 13th DAY OF DECEMBER, 1996.

DAVID GARDYNE & PARTNERS, Plaintiff's Attorneys, 8th Floor, JBS Building, 78 Field Street, DURBAN. (REF: MR D GARDYNE/VL/GAL2166.)

CASE NO. 13217/93

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

In the matter between: **ABSA BANK LIMITED,** Plaintiff, and **G SOOBRAMONEY,** First Defendant, **L SOOBRAMONEY,** Second Defendant

In pursuance of a Judgment granted on the 30 March 1993 in the Court of the Magistrate, Durban, and under a Writ of Execution issued thereafter, the immovable property listed hereunder will be sold in execution on 30 JANUARY 1996 at 10.00 A.M. in front of the Magistrate's Court, 1 Justice Street, Chatsworth.

Description: A certain piece of land being:

Sub 2019 (of 1900) of the Farm Chat Seven No. 14780, renumbered to:

Sub 2019 (of 1900) of Lot 107 Chatsworth, situate in the City of Durban, Administrative District of Natal, Province of Kwazulu-Natal, in extent 209 square metres;

held by the Defendants under Deed of Transfer No. T 7205/86 dated 18 April 1986.

Postal address: House 115, Road 710, Montford, Chatsworth;

Improvements: Semi Detached double store block under asbestos roof dwelling comprising 1 lounge (carpeted), 1 kitchen (built in cupboards, tiled), 3 bedrooms (all carpeted), 1 bathroom with separate toilet; pre-cast fencing.

Town Planning Zoning: Special Residential 180.

NOTHING IS GUARANTEED IN THE ABOVE RESPECTS.

Material conditions

1. The sale shall be subject to the terms and conditions of the Magistrate's Court 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 sale (and in the event of there being any other preferent creditor, then the interest payable upon such preferent creditor's claim) until the date of transfer, both days inclusive.

3. Transfer shall be effected by the Attorneys for the Plaintiff and the purchaser shall pay all transfer costs, including arrear and current rates, sewerage connection fees (if any), taxes, VAT, and all other charges necessary to effect transfer on request by the said Attorneys.

The full Conditions of Sale may be inspected at the office of the Sheriff for the Magistrate's Court, 12 Oak Avenue, Kharwastan, Natal and at the office of DAVID GARDYNE & PARTNERS, 8th Floor, JBS Building, 78 Field Street, Durban.

DATED AT DURBAN ON THIS 6th DAY OF DECEMBER, 1995.

DAVID GARDYNE & PARTNERS, Plaintiff's Attorneys, 8th Floor, JBS Building, 78 Field Street, DURBAN. (REF: MR D GARDYNE/VL/GAL2554)

CASE NO. 8890/95

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

In the matter between: **ABSA BANK LIMITED,** Plaintiff, and **LYGIA DIANA LARSEN,** First Defendant, and **GRAHAM ARTHUR SALVESEN,** Second Defendant, **SUZANNE SALVESEN** Third Defendant

In pursuance of a Judgment granted on the 17 October 1995 in the Court of the Magistrate, Pinetown, and under a Writ of Execution issued thereafter, the immovable property listed hereunder will be sold in execution on 2 FEBRUARY 1996 at 10.00 a.m. at the Front entrance, Magistrate's Court, 22 Chancery Lane, Pinetown:

Description: A certain piece of land being:

REMAINDER OF LOT 118 PADFIELD PARK, situate in the Borough of Pinetown and in the Port Natal-Ebhodwe Joint Services Board Area, Administrative District of Natal, in extent 1874 square metres;

Postal address: 72A Padfield Road, Padfield Park, Pinetown.

Improvements: Brick under tile dwelling consisting of Entrance Hall, Lounge, Dining Room, Kitchen , 3 bedrooms, Bathroom/Shower, W.C., Laundry, Sundeck, Verandah : Outbuildings: Granny Flat: 1 Bedroom, Bathroom, Lounge, Diningroom, Kitchenette.

Town Planning Zoning: Special Residential 1.

NOTHING IS GUARANTEED IN THE ABOVE RESPECTS.

Material conditions

1. The sale shall be subject to the terms and conditions of the Magistrate's Court 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 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 shal be effected by the Attorneys for the Plaintiff and the purchaser shall pay all transfer costs, including arrear and current rates, sewerage connection fees (if any), taxes, VAT, and all other charges necessary to effect transfer on request by the said Attorneys.

The full Conditions of Sale may be inspected at the office of the Sheriff for the Magistrate's Court, No. 2 Samkit Centre, 62 Caversham Road, Pinetown, and at the offices of DAVID GARDYNE & PARTNERS, 8th Floor, JBS Building, 78 Field Street, Durban.

DATED AT DURBAN ON THIS 7th DAY OF DECEMBER, 1995.

DAVID GARDYNE & PARTNERS, Plaintiff's Attorneys, 8th Floor, JBS Building, 78 Field Street, DURBAN. (REF: MR D GARDYNE/VL/GAL2548.)

CASE NO. 37112/95

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 **PRITANYA HOLDINGS CC No. CK 94/22471/23,** 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 the 5TH FEBRUARY 1996 at 9H00 at the front entrance to the Magistrate's Court, MOSS STREET, VERULAM.

Description: LOT 150, LA MERCY SITUATE IN THE TOWNSHIP OF TONGAAT AND IN THE PORT NATAL-EBHODWE JOINT SERVICES BOARD AREA, ADMINISTRATIVE DISTRICT OF NATAL, PROVINCE OF KWA-ZULU NATAL, IN EXTENT 1971 SQUARE METRES.

Postal address: 31 COULL DRIVE, LA MERCY, NATAL.

Improvements: BRICK UNDER TILE DWELLING CONSISTING OF: MAIN BUILDING - 4 BEDROOMS; LOUNGE; DININGROOM; STUDY ROOM; KITCHEN; PANTRY; 3 BATHROOMS; SHOWER; 5 WC'S ENTRANCE HALL, LAUNDRY; FAMILY ROOM; DRESSING ROOM; PORCH FOYER; 2 BALCONIES WITH MARBLE FLOORS; FITTED CARPETS; BUILT IN CUPBOARDS AND AWNINGS; OUTBUILDING; 2 GARAGES; 2 SERVANTS ROOMS; 2 WC'S & 2 SHOWERS.

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% 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, SUITE 7, FORESUM CENTRE, 314 OLD MAIN ROAD, TONGAAT.

JACKSON & AMEEN, PLAINTIFF'S ATTORNEY, 5TH FLOOR, FENTON HOUSE, FENTON ROAD, DURBAN.

CASE NO. 58912/95

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

BETWEEN: **NBS BANK LIMITED (REG. NO. 87/01384/06),** PLAINTIFF, AND **VASUDEVAN GOVENDER,** AND **MARIAMMA GOVENDER,** 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 the 30TH JANUARY 1996 at 10H00 at the front entrance to the Magistrate's Court, CHATSWORTH.

DESCRIPTION: SUB 238 (OF 1857) OF LOT 104, CHATSWORTH, SITUATE IN THE CITY OF DURBAN, ADMINISTRATIVE DISTRICT OF NATAL, IN EXTENT 275 SQUARE METRES.

POSTAL ADDRESS: 21 TELSTAR ROAD, BAYVIEW, CHATSWORTH.

IMPROVEMENTS: SEMI-DETACHED BLOCK/FACE BRICK UNDER ASBESTOS ROOF DWELLING COMPRISING OF 3 BEDROOMS, LOUNGE, DININGROOM - FLOOR TILED: KITCHEN - BIC - TILED; TOILET & BATHROOM OUTBUILDING: GARAGE: ROOM: KITCHEN: TOILET & 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% 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, Chatsworth.

JACKSON & AMEEN, PLAINTIFF'S ATTORNEY, 5TH FLOOR, FENTON HOUSE, FENTON ROAD, DURBAN.

CASE NO. 65919/95

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

BETWEEN: **NBS BANK LIMITED (REG. NO. 87/01384/06),** PLAINTIFF, AND **DEVAGIE PERUMAL,** 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 the 30th JANUARY 1996 at 10H00 at the front entrance to the Magistrate's Court, CHATSWORTH.

DESCRIPTION: SUB 546 (OF 2281) OF LOT 101, CHATSWORTH, SITUATE IN THE CITY OF DURBAN, ADMINISTRATIVE DISTRICT OF NATAL, IN EXTENT 186 SQUARE METRES.

POSTAL ADDRESS: 79 DEMOCRAT STREET, CROFTDENE CHATSWORTH.

IMPROVEMENTS: SEMI-DETACHED DOUBLE STOREY BLOCK UNDER ASBESTOS ROOF DWELLING COMPRISING OF 2 BEDROOMS LOUNGE; KITCHEN; TOILET & 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% 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, Chatsworth.

JACKSON & AMEEN, PLAINTIFF'S ATTORNEY, 5TH FLOOR, FENTON HOUSE, FENTON ROAD, DURBAN.

CASE NO. 1270/94

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

In the matter between: A.H. KHAN WHOLESALERS, PLAINTIFF, AND NEELAWATHEE GOVENDER (AKA NEELAWATHEE MOGAMBARAM) FIRST DEFENDANT, MOGAMBARAM GOVENDER (AKA MOGAMBARAM), SECOND DEFENDANT

In pursuance of a judgment granted on the 14th April 1994 in the Magistrate's Court for the District of Chatsworth held at Chatsworth, and a Writ of Execution issued thereunder, the immovable property listed hereunder will be sold to in execution on TUESDAY, 30th JANUARY 1996 in front entrance of the Magistrate's Court, Chatsworth, at 10:00 am.

DESCRIPTION: SUB 1253 OF LOT 85 SITUATE IN THE CITY OF DURBAN, ADMINISTRATIVE DISTRICT OF NATAL, PROVINCE OF KWA-ZULU NATAL, IN EXTENT TWO THOUSAND TWO HUNDRED AND SEVENTY FOUR (2274) SQUARE METRES.

POSTAL ADDRESS: 110 LAKEVIEW ROAD, SILVERGLEN, CHATSWORTH. ZONING: RESIDENTIAL.

IMPROVEMENTS: 1 DOUBLE STOREY BRICK UNDER TILE ROOF DWELLING COMPRISING OF 2 BEDROOMS, 1 LOUNGE, 1 DININGROOM, 1 KITCHEN, 1 TOILET/BATHROOM, BALCONY, BASEMENT: 2 ROOMS, 1 KITCHEN, 1 TOILET-/BATHROOM. VACANT POSESSION IS NOT GUARANTEED, NOTHING IN RESPECT OF THE SALE NOTICE IS GUARANTEED.

The sale shall be for Rands and no bids of less than ONE HUNDRED RAND (R100,00) shall be accepted.

1. The sale shall be subject to the terms and conditions of the Magistrate's Court Act and the Rules made thereunder.

2. The purchaser shall pay a deposit of 10% (TEN PER CENT) of the purchase price and the auctioneer's commission in cash immediately after the sale and the balance against transfer to be secured by a Bank or Building Society Guarantee, to be furnished to the Plaintiff's attorneys within 14 (FOURTEEN) days after the date of sale, to be approved by the Plaintiff's attorneys.

3. The purchaser shall be liable for interest at the rate of 15,5% per annum to the plaintiff, the amount of the award to the Plaintiff and the plan of distribution, calculated as from the date of sale to date of transfer, both days inclusive.

4. 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 valued added tax and other necessary charges to effect transfer upon request by the said attorneys.

5. The property and the improvements thereon are sold 'voetstoots' and without any warranties.

6. The full conditions of sale may be inspected at the offices of the sheriff of the Magistrate's Court, Chatsworth at 12 Oak Avenue, Kharwastan.

DATED AT CHATSWORTH ON THIS 8TH DAY OF DECEMBER 1995.

M. Y. BAIG, EXECUTION CREDITOR'S ATTORNEYS, M. Y. BAIG & COMPANY, SUITES 19/20 CROFTDENE MALL, CROFTDENE DRIVE, CHATSWORTH. REF: MRS JOHN/04 4836 003.

CASE NO. 23702/94

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

In the matter between: **CITY COUNCIL OF THE CITY OF PIETERMARITZBURG JR,** Execution Creditor, and **MR OWEN PETER FITZROY,** First Execution Debtor

IN PURSUANCE of a Judgment in the Court of the Magistrate at Pietermaritzburg dated the 14 NOVEMBER 1994, the following immovable property will be sold in execution on the 9 day of FEBRUARY 1996 at 11h00 at the Sheriff's Sale Room, 277 Berg Street, Pietermaritzburg to the highest bidder:

REM OF LOT 994, PIETERMARITZBURG, situate in the Pietermaritzburg/Msunduzi Transitional Local Council area, Administrative District of Natal, Province of KwaZulu/Natal, in extent of 3 716 (THREE THOUSAND SEVEN HUNDRED AND SIXTEEN) square metres repesented and situated at 19 ALICE GRANGE ROAD, PIETERMARITZBURG.

MATERIAL CONDITIONS OF SALE:

The Purchaser shall pay TEN PER CENTUM (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, 277 Berg Street, Pietermaritzburg within FOURTEEN (14) days of the date of sale. The full conditions of sale can be inspected at the office of the Sheriff of the Magistrate's Court, 277 Berg Street, Pietermaritzburg, Natal.

DATED at PIETERMARITZBURG this 20 day of DECEMBER 1995.

P J M SEYMOUR, MASON WEINBERG, Execution Creditor's Attorney, Third Floor, Fedlife House, 251 Church Street, Pietermaritzburg.

CASE NO: 5208/95

IN THE SUPREME COURT OF SOUTH AFRICA

Durban and Coast Local Division

In the matter between: **NBS BANK LIMITED,** Plaintiff, and **PIETER WILLIAM TERBLANCHE,** First Defendant, **SYLVIA LYNETTE TERBLANCHE,** Second Defendant

In pursuance of a judgment of the Supreme Court of South Africa, Durban and Coast Local Division, in the abovementioned suit, a sale will be held by the Sheriff, Durban South, on the steps of the Supeme Court, Masonic Grove, Durban on FRIDAY, the 26 JANUARY 1996 at 10h00 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:

SUB 4 OF LOT 412 BLUFF, SITUATE IN THE CITY OF DURBAN, ADMINISTRATIVE DISTRICT OF NATAL, IN EXTENT 1 035 (ONE THOUSAND AND THIRTY FIVE) SQUARE METRES. (Inclusive of half width of Avenue 9,14 metres wide).

STREET ADDRESS: 170 TORQUAY AVENUE, FYNNLANDS, DURBAN.

IMPROVEMENTS: MAIN BUILDING: SINGLE STOREY BRICK UNDER TILE DWELLING CONSISTING OF: 1 LOUNGE (CARPETED), DINING ROOM (CARPETED), 1 KITCHEN (TILES AND WITH CUPBOARDS), 3 BEDROOMS (MAIN EN-SUITE), 1 TV ROOM, 1 BATHROOM, 1 SHOWER, 2 TOILETS.

OUTBUILDING: 1 SINGLE GARAGE, SERVANT'S QUARTERS WITH 1 ROOM AND TOILET.

THE PROPERTY IS FULLY FENCED.

ZONING: General Residential (nothing guaranteed).

Full conditions of sale may be inspected at the offices of the Plaintiff's Attorneys and the Sheriff of the Supreme Court, Durban South, 101 Lejaton, 40 St. Georges Street, Durban.

DATED at DURBAN this 15th day of DECEMBER 1995.

K. L. NAIDOO, PLAINTIFF'S ATTORNEYS, LIVINGSTON LEANDY INCORPORATED, 10th Floor, First National Bank Building, Cnr Smith & Field Streets, Durban. (Ref: KN/MP/11 N684 035.)

Case NO. 4270/95

In the MAGISTRATE'S COURT for the DISTRICT of PINETOWN HELD at PINETOWN

In the matter between **KWAZULU FINANCE & INVESTMENT CORPORATION LIMITED,** Judgment Creditor, and **VUKA ELIAKIM MASWAZI TSHABALALA,** Judgment Debtor

In pursuance of judgment granted on the 4 May 1995, in the PINETOWN Magistrate's Court and under a writ of execution issued thereafter the immovable property listed hereunder will be sold in execution on the 2 February 1996 at 10 am at the front entrance, Magistrate's Court, 22 Chancery Lane, Pinetown to the highest bidder:

Description: Erf 2951, Clermont, situate in the Pinetown Regional Water Services Area, Administrative District of Natal, Province of KwaZulu-Natal.

In extent: FIVE HUNDRED AND TWENTY (520 square metres) square metres.

Postal Address: 716 Kings Road, Clermont Township, Clernaville, 3062.

Improvements: MAIN BUILDING: 3 bedrooms, 1 kitchen, 1 lounge, outside toilet, wood and iron structure. OUTBUILDINGS: 7 rooms, wood and iron buildings.

HELD by the Defendant in his name under Deed of Transfer No. T1063/1978.

Nothing above is guaranteed.

Vacant possession in not guaranteed.

1. The sale shall be subject to the terms and conditions of the Magistrate's Court Act and the rules made thereunder.

2. The Purchaser shall pay the purchase price in cash or by bank guaranteed cheque on the day of the sale. In the event of the Purchaser having to obtain finance from a financial institution, the purchaser shall, on the day of the sale, produce written confirmation from the said financial institution to the effect that the Purchaser qualified for a loan. The amount of the loan shall not be less than the purchase price.

3. The Purchaser shall be liable for payment of interest to the execution creditor and to the bondholder, if any, from date of sale to date of registration of transfer as set out in the conditions of sale.

4. Transfer shall be effected by the Plaintiff or its attorneys and the purchaser shall pay all transfer costs, current rated taxes and other necessary charges to effect transfer, upon request by the said attorneys.

The full conditions may be inspected at the offices of the Sheriff of the Magistrate's Court, 2 Samkit Centre, 62 Caversham Road, Pinetown.

DATED at UMHLANGA ROCKS this 6 December 1995.

P A JENKINS, GAVIN GOW JENKINS & PEARSE, Plaintiff's Attorneys, Suite 15, Chartwell Centre, Chartwell Drive, UMHLANGA ROCKS, 4320. Telephone: (031) 5611011. P.O. Box 610, UHMLANGA ROCKS, 4320.

c/o KING & ASSOCIATES, 4th Floor, NBS Centre, 39/41 Hill Street, PINETOWN.

Case No. 20085/95

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

In the matter between **PIETERMARITZBURG-MSUNDUZI TRANSITIONAL LOCAL COUNCIL,** Judgment Creditor, and **WINSTON LIONEL DESMOND HOWARD,** Judgment Debtor

IN PURSUANCE of a judgment and writ of execution of this court, the immovable property listed hereunder will be sold in execution on Friday, 26 January 1996 at 11:00, by the Sheriff for the Magistrate's Court at the Sheriff's Sale Room, 277 Berg Street, Pietermaritzburg, to the highest bidder, without reserve, subject to the conditions of sale:

Sub 2 of Lot 2146 Pietermaritzburg, situate in the Pietermaritzburg/Msunduzi Transitional Local Council Area, Administrative District of Natal, Province of KwaZulu-Natal, in extent 624 square metres Situate at: 44 Retief Street, Pietermaritzburg.

Held by judgment debtor under Deed of Transfer No T18417/1992.

The following information is given about the immovable property but is not guaranteed:

ZONING: General business.

IMPROVEMENTS: One old bus shed.

The conditions of sale, which may be inspected at the office of the aforesaid Sheriff will be read out immediately prior to the sale.

DATED at PIETERMARITZBURG on 24 NOVEMBER 1995.

VENN NEMETH & HART INC., Judgment creditor's attorneys, 281 Pietermaritz Street, PIETERMARITZBURG (ref: O D Hart/al)

CASE NO. 1679/95

IN THE SUPREME COURT OF SOUTH AFRICA

NATAL PROVINCIAL DIVISION

In the matter between **STANDARD BANK OF SOUTH AFRICA LIMITED,** PLAINTIFF, and **ZOLILE WELLBELOVED NDAMASE,** DEFENDANT

In execution of a Judgment of the Supreme Court of South Africa, Natal Provincial Division, the following immovable property belonging to the abovenamed Defendant, will be sold in execution on the 31st day of January 1996 at 10h30 in front of the Magistrate's Court Office, Barker Street, Kokstad, Kwazulu-Natal to the highest bidder for cash, without reserve:

Erf 971 Kokstad, situate in the Borough of Kokstad, Administrative District of Mount Currie, in extent 853 (EIGHT HUNDRED AND FIFTY THREE) square metres, held under Deed of Transfer No. T12008/94.

The following information relating to the property is furnished but not guaranteed in any way:

1. The property is situate at 45 Coulter Road, Kokstad, Kwazulu-Natal.

2. The property has been improved by the construction thereon of a dwelling comprising of lounge, diningroom, laundry, 4 bedrooms, bathroom, 2 garages and servant's quarters.

3. The conditions of sale may be inspected at the aforesaid offices of the Sheriff and at the offices of AUSTEN SMITH, Walmsley House, 191 Pietermaritz Street, Pietermaritzburg, Kwazulu-Natal during normal office hours.

DATED at PIETERMARITZBURG this 20TH day of DECEMBER 1995.

AUSTEN SMITH, PLAINTIFF'S ATTORNEY, Walmsley House, 191 Pietermaritz Street, PIETERMARITZBURG (REF: PRJD/vmh/myb/45/S0298/B5)

CASE NO 9514/94

IN THE SUPREME COURT OF SOUTH AFRICA

(DURBAN AND COAST LOCAL DIVISION)

In the matter between **VERBAAN CONSTRUCTION (PTY) LTD, PLAINTIFF, and G K DEAN,** DEFENDANT

IN PURSUANCE of a Judgment in this action the immovable property listed hereunder will be sold in execution on 26 January 1996 at 10.00 am at the front entrance to the Magistrate's Court, Reinold Street, Melmoth:

Lot 233 Melmoth situate in the Melmoth Town Board Area, Administrative District of Natal, measuring 1,6187 Hectares.

ADDRESS Barsham Fell, Melmoth.

IMPROVEMENTS - DWELLING UNDER THATCHED ROOF WITH USUAL OUTBUILDINGS (But nothing is guaranteed in respect thereof).

1. The Purchaser shall pay a deposit of 10% of the purchase price in cash at the time of the sale.

2. The balance of the purchase price is payable against transfer to be secured by an acceptable Bank or Building Society Guarantee to be furnished within 14 days after the date of the sale.

3. The full conditions of sale may be inspected at the office of the Deputy Sheriff.

Dated at Durban this 19th day of December 1995.

Lyle and Taverner, Attorneys for Execution Creditor, Suite 20, Third Floor, Industries House, No 1 Victoria Embankment, Durban (Ref: Bruce Lyle)

CASE NO. 4212/95

IN THE SUPREME COURT OF SOUTH AFRICA

(DURBAN AND COAST LOCAL DIVISION)

In the matter between: **SYFRETS BANK LIMITED,** PLAINTIFF, and **KATHJAND INVESTMENTS CC,** FIRST DEFENDANT, and **YAGAMBARUM NAICKER,** SECOND DEFENDANT

In pursuance of a Judgment in the Supreme Court of South Africa, Durban and Coast Local Division, dated 14 July 1995, and a Writ of Execution issued thereafter, the immovable property listed hereunder will be sold in execution on 26 JANUARY 1996, at 10h00, on the steps of the Supreme Court, Durban, to the highest bidder:

PROPERTY DESCRIPTION

(a) Section No. 1, as shown and more fully described on Sectional Plan No. SS92/89 in the scheme known as 2 Swinton Road, in respect of the land and buildings or buildings situate at Mobeni, Durban, Administrative District of Natal, of which the floor area according to the said Sectional Plan is Two Hundred and Thirty Five (235) 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 Sectional Transfer ST7834/94.

IMPROVEMENTS The improvements comprise an attached sectional title shop within a convenience centre which was previously operated as a take-away business.

STREET ADDRESS 2 Swinton Road, Durban.

TOWN PLANNING ZONING Shops and offices.

NOTHING IS GUARANTEED IN THE ABOVE RESPECTS.

MATERIAL CONDITIONS

1. The sale shall be subject to the terms and conditions of the Supreme Court Act and the rules made thereunder.

2. 10% of the purchase price is to be paid in cash on the day of the sale together with the auctioneer's charges.

3. The balance of the purchase price is payable against transfer to be secured by a bank or building society guarantee approved by the Execution Creditor's Attorneys and to be furnished within fourteen days after the date of sale.

4. The purchaser shall be liable for payment of interest at the rate of 22,5% per annum on the purchase price to the Plaintiff from the date of sale to the date of registration of transfer.

5. Transfer shall be effected by the Attorneys for the Execution Creditor and the purchaser shall pay all transfer costs, including arrear and current rates, levies, sewerage connection fees (if any) taxes and other charges necessary to effect transfer on request by the said Attorneys.

6. The full conditions of sale may be inspected at the offices of the Sheriff of the Supreme Court, Durban South, and at the offices of the Execution Creditor's Attorneys.

7. Prospective purchasers are advised to inspect the property prior to the sale.

DATED at DURBAN on this 14th day of DECEMBER 1995.

COX YEATS, Execution Creditor's Attorneys, 13th Floor, Victoria Maine, 71 Victoria Embankment, DURBAN. REF: M JACKSON/17S517066.

Case No. 3637/95

IN THE SUPREME COURT OF SOUTH AFRICA
DURBAN AND COAST LOCAL DIVISION

In the matter between: **NBS BANK LIMITED,** Plaintiff, and **VICTOR CHARLES WARTSKI,** First Defendant, and **SHIRLEY ANNA-MARIA WARTSKI,** Second Defendant

In pursuance of a judgment granted in the Supreme Court of South Africa, Durban and Coast Local Division, under Writ of Execution issued thereafter, the immovable property listed hereunder will be sold to the highest bidder without reserve on the steps of the Supreme Court, Masonic Grove, Durban, at 10.00am on Friday the 26th of January 1996:

DESCRIPTION:

1. Sub 277 of Lot Kenhill No. 14994 situate in the City of Durban, Administrative District of Natal, measuring 1341 (ONE THOUSAND THREE HUNDRED AND FORTY ONE) square metres; and

2. A unit consisting of:

2.1 Section No. 8 as shown and more fully described on Sectional Plan No. SS178/93 in the scheme known as VICTORIA PARK in respect of the land and building or buildings situate at Umgeni Park, Local Authority of Durban, of which floor area, according to the said Section Plan is 200 (TWO HUNDRED) square metres in extent;

2.2 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;

2.3 An exclusive use area described as G8 measuring 119 (ONE HUNDRED AND NINETEEN) square metres comprising the common property in the scheme known as VICTORIA PARK situate at Umgeni Park Local Authority of Durban as shown and more fully described on Sectional Plan No. SS178/93;

2.4 An exclusive Use Area described as P8 measuring 31 (THIRTY ONE) square metres comprising the common property in the scheme known as VICTORIA PARK situate at Umgeni Park Local Authority of Durban as shown and more fully described on Sectional Plan No. SS178/93.

PHYSICAL ADDRESSES

1. 7 Huckleberry Grove, Glenhills, Natal.

2. No. 8 Victoria Park, Anthony Road, Umgeni Heights, Durban.

ZONING: SPECIAL RESIDENTIAL.

The properties consists of the following:

7 Huckleberry Grove, Glenhills, Natal

Single Storey dwelling, brick under tile roof consisting of: 2 × Bedrooms; 1 × Bedroom main en suite with shower and toilet; 1 × Kitchen; 1 × Study; 1 × Diningroom; 1 × Lounge; 1 × Bathroom with Shower and Toilet; 1 × Balcony. Outbuildings: Granny Flat consisting of: 1 × Kitchen; 1 × Lounge/Diningroom; 1 × Bedroom; 1 × Bathroom with Shower and Toilet; Servant's Quarter's consisting of: 1 × Room; 1 × Shower/Toilet 1 × Lockup Garage 1 × Swimming pool.

8 Victoria Park, Anthony Road, Umgeni Park

1 × Lounge/Diningroom; 1 × Balcony; 1 × Kitchen; 2 × Bedroom; 1 × Bedroom Main en Suite with Bath and Toilet; 1 × Bathroom with Shower and Toilet; 1 × Double Garage; 1 × Storeroom House—Plastered Walls under Tiled Roof.

Nothing in this regard is guaranteed.

1. The sale shall be subject to the terms and conditions of the Supreme Court Act and the Rules made thereunder.

2. The purchaser shall pay a deposit of 10% (TEN PER CENT) of the purchase price and the auctioneer's commission in cash immediately after the sale and the balance against transfer to be secured by a Bank or Building Society Guarantee, to be furnished to the Plaintiff's attorneys within 14 (FOURTEEN) days after the date of sale, to be approved by the Plaintiff's Attorneys.

3. Transfer shall be effected by the attorneys for the Plaintiff and the purchaser shall pay all transfer dues, including transfer duty, current and/or arrear levies/rates and/or Value Added Tax and other necessary charges to effect transfer upon request by the sale attorneys.

4. The full conditions of sale may be inspected at the offices of the Sheriff of the Supreme Court, Durban North, 15 Milne Street, Durban, Natal.

DATED at DURBAN this 6th day of December 1995.

GARLICKE & BOUSFIELD INC. Plaintiff's Attorneys 22nd Floor, Durban Bay House, 333 Smith Street, DURBAN, 4001 (Ref: Mr J C Jones/cd/notice.war)

CASE NO: 3882/95

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

In the matter between: **MOONSAMY VASANTHAYAR NAIDOO,** FIRST EXECUTION CREDITOR, and **SADASIVAN SHANMUGAM,** SECOND EXECUTION CREDITOR, and **VISVANATHAN NAIDOO,** EXECUTION DEBTOR

In pursuance of a Judgment granted on the 20th day of September 1995 in the Magistrate's Court for the District of Chatsworth, held at Chatsworth and a writ of execution issued thereupon on one third share of the execution debtor in and to the undermentioned immovable property will be sold in execution on Tuesday the 30th of January 1996 in front of the Magistrates Court, Justice Street, Chatsworth at 10.00 am.

DESCRIPTION: The Execution Debtor's one third undivided share, in the immovable property described as:

SUB 1 of LOT 115 UMHLATUZANA situate in the City of Durban Administrative District of Natal, in extent 3003 (THREE THOUSAND AND THREE) Square metres.

POSTAL ADDRESS: 72 Collier Avenue, Umhlatuzana Township, Chatsworth.

IMPROVEMENTS: 4 Brick under tile roof dwellings comprising:—

1ST DWELLING: 4 bedrooms (bic and 1 ensuite), lounge, diningroom, kitchen (bic), pantry, bathroom/toilet, toilet, laundry.

BASEMENT: Garage, room, toilet.

2ND DWELLING: 4 bedrooms (bic and 1 ensuite), lounge, diningroom, kitchen (bic), bathroom/toilet, toilet.

BASEMENT: Garage, room, toilet.

3RD DWELLING: 4 bedrooms (bic and 1 ensuite), lounge, diningroom, kitchen (bic), bathroom/toilet, toilet, carport.

4TH DWELLING: 4 bedrooms (bic and 1 ensuite), lounge, diningroom, kitchen (bic), bathroom/toilet, toilet, garage.

Tarred driveway, paved yard and bridge leading to dwellings.

(Nothing is guaranteed in respect of the above).

ZONING: special residential.

The sale shall be for Rands and no bids of less than one hundred rand shall be accepted. The sale shall be subject to the terms and conditions of the Magistrates Court Act and the Rules made thereunder.

TERMS OF SALE:

1. The purchaser shall pay a deposit of 10% (ten percent) of the purchase price in cash immediately after the sale and the balance shall be secured by a bank or building society guarantee to be furnished to the Sheriff within 30 days of the date of sale.

2. The purchaser shall be liable for interest to the First and Second Execution Creditors at the rate of 15.5% (fifteen comma five percent) per annum on the amounts of the award to the Execution Creditors and the plan of distribution, calculated as from the date of sale to date of registration of transfer into the name of the purchaser.

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 take transfer upon request by the said Attorney.

4. The sale is voetstoots without any warranties whatsovever.

5. The full conditions of sale may be inspected at the Office of the Sheriff of the Magistrates Court, Chatsworth, Parbhoo Building, Oak Street, Kharwastan.

THE LAW OFFICES OF ROBIN CRANKO, EXECUTION CREDITORS' ATTORNEY, SUITE 1004, SANGRO HOUSE, 417 SMITH STREET, DURBAN.

CASE NO: 7510/91

IN THE SUPREME COURT OF SOUTH AFRICA
(DURBAN AND COAST LOCAL DIVISION)

In the matter between **FIRST NATIONAL BANK OF SOUTHERN AFRICA LTD,** Plaintiff, and
WILLEM ANDRIES AUGUSTINUS GOUWS, Defendant

1 The following property shall be sold by the Sheriff for the Supreme Court, PINETOWN on the 26th day of JANUARY 1996 at 10h00 on the front entrance to the Magistrates Court Building, Chancery Lane Pinetown to the highest bidder without reserve:

Sub 3 of Lot 1213 Westville situate in the Borough of Westville Administrative District of Natal in extent 2523 square metres held by Defendant under Deed of Transfer No. T15225/1973 and situated on the Cnr of Jan Hofmeyr Road and Northcliffe Avenue, Westville and having street address at 2 Northcliff Avenue, Westville (access also being given in Jan Hofmeyr Road, Westville, Natal) Natal.

2 Improvements and zoning (which are not warranted to be correct):

2.1 the property is zoned Special Residential

2.2 the following improvements have been made to the property (the nature and condition and existence of which are not guaranteed and are sold voetstoots)

2.2.1 double storey dwelling, plastered brick, in prime residential area comprising 4 bedrooms (main en suite) 2 lounges, study, guest suite 2 diningrooms, 2 guest toilets, kitchen and pantry separate, extra bathroom; floors Italian tiles and carpets;

2.2.2 double garage and double staff quarters;

2.2.3 laundry;

2.2.4 swimming pool;

2.2.5 jacuzzi

2.3 the garden is believed to extend onto the adjoining vacant property being sub 4 of Lot 1213 Westville and prospective bidders should check the relevant survey diagrams of the area to avoid confusion as to the size of the property.

3. *Terms:*

3.1 the sale is voetstoots and no special terms or exemptions other than those stated in the Conditions of Sale are believed to exist;

3.2 the successful bidder is required to pay the deposit of 10% of the price, plus the Sheriff's charges, (being 5% on the first R20.000,00 of the price and 3% on the balance, with a maximum of R6.000,00) in cash or by Bank or Bank guaranteed cheque or Bank letter of authority on conclusion of the sale;

3.3 the full Conditions of Sale may be inspected at the office of the Sheriff, Supreme Court, 62 Caversham Road, Pinetown and at the offices of the Plaintiff's attorneys given below, and all interested persons are advised to become fully acquainted therewith and with the property before the sale.

DATED at DURBAN THIS 20th DAY OF DECEMBER 1995.

J M KOCH, Plaintiff's Attorney, JOHN KOCH & COMPANY, Suite 709, 7TH Floor, First National Bank Building, Cnr Smith and Field Streets, DURBAN. (JMK/CDW/F.577/D11).

CASE NO: 3632/94

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

In the matter between: **GOOLAM JOOSAB** T/A AKHAI WHOLESALE HOUSE, PLAINTIFF, AND **S REDDY,** DEFENDANT

In pursuance of a Judgment granted on the 14 July 1994 in the Court of the Magistrate, Chatsworth and under a Writ of Execution issued thereafter, the immovable property listed hereunder shall be sold in execution to the highest bidder on the 30 January 1996 at 10.00 a.m in front of the Magistrate's Court 1 Justice Street Chatsworth Natal:

DESCRIPTION:

Lot 64 Shallcross, situate in the Shallcross Development Area, Administrative District of Natal, Province of Kwa-Zulu Natal in extent Four Hundred and Thirty Four (434) square metres which is held under Deed of Transfer No. T 4418/1989 and is registered in the name of the Defendant.

STREET ADDRESS: 2 Penine Street Shallcross.

IMPROVEMENTS: 1 brick under tile roof dwelling comprising of 3 bedrooms 2 with built in cupboards, 1 ensuite, all carpeted, 1 prayer room, 1 lounge, 1 diningroom all floor tiled, 1 kitchen built in cupboards tiled, 1 pantry tiled, 1 toilet/bathroom fully tiled verandah floor tiled, double garage, yard brick paved, tarred driveway, yard fenced.

(The nature, extent, condition and existence of the improvements are not guaranteed and are sold "voetstoots").

TOWN PLANNING ZONING: SPECIAL RESIDENTIAL.

SPECIAL PRIVELEGES: NIL.

NOTHING IS GUARANTEED IN THE ABOVE RESPECTS.

1. The sale shall be subject to the terms and conditions of the Magistrate's Court Act No. 32 of 1944 as amended and Rules made thereunder.

2. (a) The Purchaser shall pay a deposit of 10% (ten percent) of the purchase price and the auctioneer's commission immediately after the sale, and the balance (including the payment of the undermentiioned 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 fourteen (14) days after the sale. The 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 the date of the sale (and in the event of there being any other preferent creditors (bond-holder), then the interest payable upon such preferent creditors claim) until the date of transfer.

3. The sale shall be subject to confirmation of the existing bondholders.

4. The transfer of the property shall be effected by the Attorneys for the Plaintiff and the Purchaser shall pay all transfer costs, including transfer duty, arrear and current rates, sewerage connection fees (if any), taxes, vat, and all other charges necessary to effect transfer on request by the said Attorneys.

The full conditions of sale may be inspected at the Office of the Sheriff for the Magistrate's Court, 12 Oak Avenue, Kharwastan, Chatsworth, and at the Offices of Beharie and Company, Suite B6, 2nd Floor, Rocket Towers, 290 Pelican Drive, Bayview, Chatsworth, 4092.

DATED AT CHATSWORTH ON THIS 15 DAY OF DECEMBER 1995.

AK HAFFEJEE AND ASSOCIATES, C/O BEHARIE AND COMPANY, SUITE B6, 2ND FLOOR, ROCKET TOWERS, 290 PELICAN DRIVE, BAYVIEW, CHATSWORTH, 4092. REF: MR BEHARIE /13/1/pp.)

Saaknommer: 2020/93

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

KWAZULU-NATALSE PROVINSIALE AFDELING

In die saak tussen: **ABSA BANK BEPERK,** Eiser, en **WILLIAM JAMES POTGIETER,** Verweerder

Kragtens 'n uitspraak gelewer deur die Hooggeregshof van Suid-Afrika, KwaZulu-Natalse Provinsiale Afdeling sal 'n verkoping sonder reserweprys gehou word te 35 Kerkstraat, Utrecht, op Vrydag, die 26ste Januarie 1996 om 10h00 van die onderver-melde eiendom van die Verweerder op die voorwaardes wat deur die Afslaer gelees sal word ten tye van die verkoping en welke voorwaardes by die kantoor van die Balju van die Hooggeregshof te Utrecht voor die verkoping ter insae sal lê.

BESKRYWING: RESTANT VAN ERF 229 UTRECHT, GELEË IN DIE UTRECHT OORGANGSRAAD GEBIED, ADMINI-STRATIEWE DISTRIK VAN NATAL, PROVINSIE VAN KWAZULU-NATAL.

GROOT: 4 038 (VIER DUISEND AGT EN DERTIG) VIERKANTE METER.

STRAAT ADRES: 35 KERKSTRAAT, UTRECHT.

VERBETERINGS: (Die aard, toestand en bestaan hiervan word nie gewaarborg nie en dit word voetstoots verkoop) Die eiendom is verbeter deur die oprigting van 'n woonhuis van baksteen met 'n staaldak, bestaande uit: ingangsportaal, sitkamer, eetkamer, sonkamer, kombuis, badkamer, 4 slaapkamers, 2 stoepe, waskamer.

GEHOU deur Verweerder te Utrecht kragtens Transportakte T19872/1990.

1. Die verkoping is onderhewig aan die bepalings en voorwaardes van die Hooggeregshofwet en die reëls daarkragtens gemaak.

2. Die koper moet die koopprys in kontant of per bankgewaarborgde tjek op die dag van die verkoping betaal. In die geval waar die Koper finansiering van 'n finansiële instelling moet verkry, moet die Koper, op die dag van die verkoping, geskrewe bevestiging van voormelde finansiële instelling voorlê te dien effek dat hy kwalifiseer vir 'n lening. Die bedrag van die lening sal nie minder wees nie as die koopprys.

3. Die Koper sal aanspreeklik wees vir die betaling van rente aan die Eiser en die verbandhouer, indien enige, vanaf die datum van die verkoping tot die datum van oordrag, soos uiteengesit word in die Verkoopsvoorwaardes.

4. Oordrag sal deur die prokureurs vir die Eiser waargeneem word en die Koper moet alle oordragkoste, insluitende agterstallige en huidige eiendomsbelasting, rioolaansluitingskoste (indien enige) en enige ander koste wat nodig is om oordrag te bewerkstellig op versoek van die genoemde prokureurs te betaal.

Die volledige verkoopsvoorwaardes sal by die kantoor van die Balju van die Hooggeregshof, Utrecht, ter insae lê.

GEDATEER te PIETERMARITZBURG hierdie 7de dag van DESEMBER 1995.

CHRISTO LOOTS, Eiser se prokureur, LOOTS STEENKAMP INGELYF, 9de Vloer Symonssentrum, 341 Kerkstraat, PIETERMARITZBURG. (Verw: Christo Loots/lg/01/M168007)

CASE NO: 1292/95

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

In the matter between: **COX & PARTNERS,** EXECUTION CREDITOR, and **M P MGABHI,** EXECUTION DEBTOR

PURSUANT to a judgment in the above Honourable Court and a Writ of Execution dated 14 NOVEMBER 1995 a Sale by Public Auction will be held in front of the Magistrate's Court, Church Street, Vryheid, on Thursday, the 1st day of FEBRUARY 1996 at 11H00, whereby the following property will be sold to the highest bidder, namely:

Portion 1 of 2 of Sub 3 of Erf 231, Administrative District of Vryheid, 3100.

Also better known as: 153 South Street, VRYHEID, consisting of: Brick and Iron Roof, 3 Bedrooms B.I.C. 2 Bathrooms, wall to wall carpets, Lounge, Dining Room, Kitchen with cupboards. Double Garage, Servant's room with toilet, Laundry Room.

The conditions of sale which will be read immediately before the sale commences, are lying for inspection at the offices of the Sheriff, VRYHEID. The most important conditions thereof being the following:

CONDITIONS:

1. The property will be sold by the Sheriff, Vryheid, on public auction to the highest bidder but such sale shall be subject to the conditions stipulated in terms of Section 66(2) of Act 32 of 1944, as amended.

2. The purchaser shall pay a deposit of 10% (TEN PER CENTUM) of the purchase price in cash against signing of the conditions of sale and the balance of the purchase price together with interest in terms of the judgment, shall be paid by a secured Bank or Building Society Guarantee approved by the Execution Creditor's attorneys and to the furnished with 14 (FOURTEEN) days after the date of sale.

DATED AT VRYHEID ON THIS 18TH DAY OF DECEMBER 1995.

(SIGNED) J S LOUW JNR, COX & PARTNERS, PLAINTIFF'S ATTORNEY, CNR MARKET & HIGH STREETS, VRYHEID.

CASE NO. 45558/94

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

In the matter between: **ENOCK MAJOLA,** EXECUTION CREDITOR, and **SHEIK HAMID KASSIM,** EXECUTION DEBTOR

In pursuance of a judgment granted on the 14th July 1995 in the Durban Magistrate's Court and under a Writ of Execution issued thereafter, the immovable property listed hereunder will be sold in execution on FRIDAY the 19TH JANUARY 1996 at 10h00 at the front entrance to the Magistrate's Court Building, Moss Street, Verulam, to the highest bidder:

DESCRIPTION: Ownership unit number 101 Avoca Hills, District of Durban in extent 656 square metres, represented and described on General Plan number 789/1847 by virtue of Deed of Grant registered number T 20116/88.

PHYSICAL ADDRESS: 9 Edenberry Road, Avoca Hills.

IMPROVEMENTS: Dwelling comprising four (4) bedrooms, lounge, dining-room, two (2) toilets, two (2) bathrooms, fencing, electricity and water facilities.

TOWN PLANNING ZONING: Residential.

SPECIAL PRIVILEGES: Nil.

NOTHING IS GUARANTEED IN THE ABOVE RESPECTS.

MATERIAL CONDITIONS:

1. The sale shall be subject to the terms and conditions of the Magistrate's Courts Act and the Rules made thereunder. The property is sold "voetstoots" and nothing in respect thereof is guaranteed.

2. The Purchaser shall pay a deposit of 10% (TEN PER CENTUM) of the purchase price and the auctioneer's commission in cash immediately after the sale and the balance against transfer to be secured by a Bank of Building Society guarantee, to be furnished to the Execution Creditor's Attorneys within 14 (fourteen) days after the date of sale, to be approved by the Execution Creditor's Attorneys.

3. The Purchaser shall be liable for payment of interest at the rate of 18.50% 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 transfe dues, including transfer duty, current and/or arrear levies/rates and/or Value Added Tax and other necessary chaerges to effect transfer upon request by the Execution Creditor's Attorneys.

5. The full conditions of sale may be inspected at the office of the Sheriff of the Magistrate's Court, Inanda Area, 1,2 Mount view Shopping Centre, Cnr Inanda & Jacaranda Roads, Verulam.

6. Payment of Value Added Tax, which may be applicable in terms of Act No. 38 of 1991 shal be borne by the Purchaser.

7. The Purchaser agrees that there is no obligation on the Execution Creditor or Sheriff to furnish an Electrical Installation Certificate of Compliance issued under the Regulations in terms of the Occupational Health and Safety Act of 1933 or any amendment thereof. The Purchaser will be obliged, at his own cost, to obtain such certificate as from the date of occupation or registration, whichever is the earlier.

DATED AT DURBAN THIS 6TH DAY OF DECEMBER 1995.

JOHN SIBIYA, JABULANI MASINGA & PARTNERS, EXECUTION CREDITOR'S ATTORNEYS, 207 Queen City, 54 Queen Street, DURBAN, 4000. [MR KUNENE/mbs/V 126 (709)]

ORANGE FREE STATE
ORANJE-VRYSTAAT

Saak No. 019832/94

IN DIE LANDDROSHOF VIR DIE DISTRIK BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

In die saak tussen **BLOEMFONTEIN PLAASLIKE OORGANGSRAAD (MUNISIPALITEIT BAINSVLEI),** Vonnisskuldeiser, en **M. DERCKSEN,** Vonnisskuldenaar

Ingevolge 'n Vonnis gelewer op die 26 April 1995 in die BLOEMFONTEIN Landdroshof en 'n Lasbrief van Eksekusie daarna uitgereik, word die eiendom hieronder beskryf in eksekusie verkoop op 26 Januarie 1996 om 10H00 voor die hoofingang van die Landroshof, PEETLAAN, LANDDROSKANTORE, BLOEMFONTEIN, deur BALJU-OOS, BLOEMFONTEIN, aan die persoon wat die hoogste aanbod maak, naamlik:

BESKRYWING:

Onderverdeling 23(7) van die plaas Hope Orchards, Distrik Bloemfontein, Provinsie Vrystaat.

Groot 8,5660 (Agt komma vyf ses ses nul) hektaar.

Gehou kragtens Transportakte T11096/87 en Verbandakte Nr. B12715/87 ten gunste van Oostelike Provinsie Bouvereniging (Fidelity Bank).

Die volgende inligting word aangegee, maar is nie gewaarborg nie:

Die eiendom bestaan uit, sover bekend, verbeterings, maar die omvang en die aard daarvan kan nie gewaarborg word nie.

Die voorgenoemde geregtelike verkoping sal onderhewig wees aan die Voorwaardes van Verkoping wat geïnspekteer kan word by die kantore van die Balju-Oos van die Landdroshof te Balju-Oos, Barnesstraat 5, Bloemfontein, 9300.

GEDATEER te BLOEMFONTEIN op hede 29 November 1995. HENRY TELL PACHOUD HUTCHINSON, HUTCHINSON PROKUREURS/ATTORNEYS, KELLNERSTRAAT 40, WESTDENE, BLOEMFONTEIN, 9301; POSBUS 28871, DANHOF, 9310. 051-4482747.

SAAKNOMMER 197/95

IN DIE LANDDROSHOF VIR DIE DISTRIK WESSELSBRON GEHOU TE WESSELSBRON

In die saak tussen **STANDARD BANK,** en **H. VILJOEN SNR**

Geliewe kennis te neem dat die Balju vir die Landdroshof die eiendom hieronder per publieke veiling sal aanbied aan die hoogste bieder, voetstoots, vir kontant op 2 FEBRUARIE 1996:

Erf 172, geleë in die dorp en distrik Wesselsbron te Pres. Steynstraat 44, Wesselsbron.

Ter uitvoering van 'n Eksekusie Lasbrief vir die bedrag van R63293,72 plus koste en rente.

GETEKEN te WESSELSBRON op die 24ste dag van NOVEMBER 1995.

C. J. DE BEER, PROKUREURS VIR EISER, PRETORIUS, DE BEER & RHEEDER, ERWEESTRAAT 5, POSBUS 10, WESSELSBRON, 9680.

CASE NUMBER: 5358/95

IN THE SUPREME COURT OF SOUTH AFRICA
(TRANSVAAL PROVINCIAL DIVISION)

In the matter between: **STANDARD BANK HOME LOANS,** Plaintiff, and **EDWIN EDMUND SCHOOMBIE,** Defendant

In execution of a Judgment of the Supreme Court of Sout Africa, (Transvaal Provincial Division), in the abovementioned suit, the following property without a reserve will be sold in execution to the highest bidder, to be held on 2 February 1996 at 10h00 in front of the Magistrate's Offices, Peet Avenue, Bloemfontein

SECTION No. 3 as shown and more fully described on Section Plan No. SS51/91 in the scheme known as EBDEN in respect of the land and building or buildings situated at BLOEMFONTEIN;

MEASURING 52 (Fifty Two) square metres.

HELD by virtue of Deed of Transfer No. ST13556/1992.

SITUATE Ebden Flats No. 3, 1377 King Edward Street, Willows, Bloemfontein.

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

1 Bedroomed flat consisting of Lounge, Dining-room, Kitchen, Bathroom and toilet.

TERMS: Ten per cent of the purchase price in cash on the day of the sale, the balance against Transfer, to be secured by a Bank or Building Society Guarnatee, to be furnished to the Sheriff within 30 (Thirty) days after the date of the sale.

CONDITIONS: The Conditions of Sale may be inspected at this office or at the office of the Sheriff, Supreme Court BLOEMFONTEIN.

A. HOLTZHAUSEN, MACROBERT DE VILLIERS LUNNON & TINDALL INC., Tel: 325-1501, 348 Standard Bank Centre, 291 Church Street, PRETORIA. REF: L435815/ldw.

SAAKNR: 3567/94

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN BETHLEHEM GEHOU TE BETHLEHEM

In die saak tussen: **FRIGECARE BK,** EISER, en **TOMMY VENTER h/a TRUSTBAR VERKOELING,** VERWEERDER

Ter uitvoering van 'n vonnis van bogenoemde Agbare Hof en 'n Lasbrief tot Eksekusie, sal 'n verkoping van die volgende eiendom van die bogenoemde Verweerder voor die landdroskantoor BETHLEHEM gehou word om 11H00 op VRYDAG die 2DE dag van FEBRUARIE 1996, naamlik:

Erf 583 geleë in die dorp en distrik BETHLEHEM

GROOT: 1 037 vierkante meter.

TERME: Die koper sal 10% (tien persent) van die koopprys in kontant onmiddellik na die verkoping aan die Balju betaal, en die balans deur 'n bank of bouverenigingwaarborg binne 14 (veeertien) dae na die verkoping van die eiendom.

Die eiendom sal aan die hoogste bieder verkoop word Onderhewig aan die Bepalings van Artikel 66 van die Landdroshowe Wet soos gewysig en die regte van Preferente Skuldeisers, sonder reserwe en die volledige verkoopsvoorwaardes lê ter insae by die kantoor van die balju te BETHLEHEM en die kantoor van die Landdros te BETHLEHEM gedurende kantoorure.

GEDATEER die 16de dag van NOVEMBER 1995.

DU PLESSIS BOSCH & MEYEROWITZ, POSBUS 563, h/v COMMISSIONER & NAUDESTRATE, BETHLEHEM, 9700.

SAAKNOMMER 21237/94

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

In die saak tussen: **BFN PLAASLIKE OORGANGSRAAD,** EISER, EN **MCPHERSON C M EN T,** VERWEERDER

Ingevolge 'n uitspraak in die Hof van die Landdros van Bloemfontein en 'n Lasbrief vir Geregtelike Verkoping gedateer 23/1/95 sal die volgende eiendom op Vrydag, 9 FEBRUARIE 1996 om 10h00 by die Peetlaan Ingang van die Landdroshof, Bloemfontein aan die hoogste bieder geregtelik verkoop word:

Sekere Erf 2145 geleë in die stad en distrik BLOEMFONTEIN GROOT 1 143 VIERKANTE METER GEHOU kragtens Akte van Transportnommer 2922/91 geregistreer op 12/3/91. (PERSEELADRES BARLOWSTRAAT 2 HILTON BFN).

Die volgende verbeterings is aangebring maar niks word gewaarborg nie:

WOONHUIS: bestaande ut 3-Slaapkamers, Sitkamer, Eetkamer, TV Kamer Kombuis en Opwaskamer.

BUITEGEBOUE: Buite Toilet.

Die verkoopsvoorwaardes lê ter insae by die kantoor van die Balju Landdroshof Bloemfontein OOS te Barnesstraat 5 BLOEMFONTEIN te kantoorure.

GETEKEN te BLOEMFONTEIN hierdie 15 dag van DESEMBER 1995.

J H TRUTER, PROKUREUR VIR EISER, P/A NAUDES, 3DE VLOER, TRUSTFONTEINGEBOU, POSBUS 260, ST ANDREWSTRAAT 151, BLOEMFONTEIN.

Saak No. 546/95

In die LANDDROSHOF vir die DISTRIK HARRISMITH GEHOU te HARRISMITH

In die saak tussen **MUNISIPALE RAAD VAN HARRISMITH,** Vonnisskuldeiser, en **OFS PROPERTIES CC,** Vonnisskuldenaar

Ingevolge 'n Vonnis gelewer op die 19 Oktober 1995, in die HARRISMITH Landdroshof en 'n Lasbrief van Eksekusie daarna uitgereik, word die eiendom hieronder beskryf in eksekusie verkoop op 26 Januarie 1996 om 10H00 te LANDDROSKANTOOR, SOUTHEYSTRAAT, HARRISMITH, 9880, aan die hoogste bieër, met geen reserweprys.

BESKRYWING: ERF 1666, HARRISMITH, UITBREIDING 25, PROVINSIE VRYSTAAT (BEKEND AS LANGSTRAAT 39, INDUSTRIELE GEBIED, HARRISMITH) GROOT (AGT DUISEND EENHONDERD EN AGTIEN) 8 118 vierkante meter; Gehou kragtens Akte van Transport Nr. T8921/88.

Die volgende inligting word aangegee, maar is nie gewaarborg nie:

Die eiendom bestaan uit ONVERBETERDE NYWERHEIDSPERSEEL.

Die voorgenoemde geregtelike verkoping sal onderhewig wees aan die Voorwaardes van Verkoping wat geinspekteer kan word by die kantore van die Balju van die Landdroshof te SOUTHEYSTRAAT, HARRMISTH, 9880.

GEDATEER te HARRISMITH op hede 23 November 1995.

C. COETZEE, COETZEE GERICKE, Heranohof 4, Stuartstraat 54, HARRISMITH, 9880. Tel: (05861) 30589, 30636, 30637, Posbus 729, Harrismith, 9880.

Saak No. 546/95

IN DIE LANDDROSHOF VIR DIE DISTRIK HARRISMITH GEHOU TE HARRISMITH

In die saak tussen **MUNISIPALE RAAD VAN HARRISMITH,** Vonnisskuldeiser, en **OFS PROPERTIES CC,** Vonnisskuldenaar

Ingevolge 'n vonnis gelewer op die 19 Oktober 1995, in die HARRISMITH Landdroshof en 'n Lasbrief van Eksekusie daarna uitgereik, word die eiendom hieronder beskryf in eksekusie verkoop op 26 Januarie 1996 om 10H00 te LANDDROSKANTOOR, SOUTHEYSTRAAT, HARRISMITH, 9880, aan die hoogste bieër, met geen reserweprys.

BESKRYWING: ERF 1597, HARRISMITH, UITBREIDING 25, PROVINSIE VRYSTAAT (BEKEND AS NYWERHEIDSWEG 0, INDUSTRIELE GEBIED, HARRISMITH), GROOT (AGT DUISEND DRIEHONDERD SEWE EN NEGENTIG) 8 397 vierkante meter; Gehou kragtens Akte van Transport Nr. T8921/88.

Die volgende inligting word aangegee, maar is nie gewaarborg nie:

Die eiendom bestaan uit ONVERBETERDE NYWERHEIDSPERSEEL.

Die voorgenoemde geregtelike verkoping sal onderhewig wees aan die Voorwaardes van Verkoping wat geinspekteer kan word by die kantore van die Balju van die Landdroshof te SOUTHEYSTRAAT, HARRISMITH, 9880.

GEDATEER te HARRISMITH op hede 23 November 1995.

C COETZEE, COETZEE GERICKE, Heranohof 4, Stuartstraat 54, HARRISMITH, 9880. Tel: (05861) 30589, 30636, 30637; Posbus 729, Harrismith, 9880.

SAAKNOMMER: 72/95

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN HARRISMITH GEHOU TE HARRISMITH

In die saak tussen **DIE MUNISIPALE RAAD VAN HARRISMITH,** Eiser, en **MNR WHITY ANDRIES SITHOLE,** Verweerder

GELIEWE KENNIS TE NEEM dat ter uitwinning van 'n vonnis van die Landdroshof van HARRISMITH gedateer 17 Februarie 1995, die ondergemelde eiendom in eksekusie verkoop sal word op VRYDAG, die 26ste dag van JANUARIE 1996 om 10h00 voor Die Landdroskantoor, Southeystraat, HARRISMITH. Die verkoping sal onderworpe wees aan die voorwaardes wat deur die vendusie-afslaer gelees sal word tydens die verkoping, welke voorwaardes by die kantoor van die Balju, Mnr Frank Moore, Southeystraat, Harrismith voor die verkoping geïnspekteer kan word:

SEKERE: ERF 1224 (UITBREIDING 21) GELEË IN DIE DORP EN DISTRIK VAN HARRISMITH, PROVINSIE VRYSTAAT (BEKEND AS BRINKSTRAAT 20, HARRISMITH), GROOT: 983 (NEGEHONDERD DRIE EN TAGTIG) vierkante meter, GEHOU: KRAGTENS AKTE VAN TRANSPORT T 19094/1993.

Die volgende inligting word verskaf in verband met die verbeterings op die eiendom, maar hierdie eiendomsbeskrywing word geensins gewaarborg nie:

Woonhuis wat geverf is met sinkdak, bestaande uit 3 Slaapkamers, 2 Badkamers, Sitkamer, Eetkamer, Kombuis, 2 Motorhuise, half omhein met draad.

TERME: TIEN PERSENT (10%) van die Verkoopprys en 5% afslaersgelde op die Eerste R15 000,00 en 2,5% daarna in kontant op die datum van verkoping en die balans teen registrasie van transport. Ten opsigte van die balans moet 'n bankwaarborg of ander aanneembare waarborg binne DERTIG (30) dae vanaf datum van verkoping verskaf word.

GETEKEN te HARRISMITH op hede die 17de dag van NOVEMBER 1995.

COETZEE - GERICKE, Prokureurs vir die Eiser, Heranohof Nr 4, Stuartstr 54, Posbus 729, HARRISMITH, 9880. VERW: C COETZEE/cve S26/95.)

Saak Nr: 3101/94

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

In die saak tussen: **NBS BANK BEPERK,** Eiser, en **MNR ANDRIES ARNOLDUS WELGEMOED,** Verweerder

Ingevolge 'n Vonnis gedateer 24 Maart 1994 en 'n Lasbrief vir Eksekusie in die Landdroshof van BLOEMFONTEIN, sal die volgende eiendom per publieke veiling verkoop word op Vrydag 2 Februarie 1996 om 10:00 te die Peetlaan-ingang van die Landdroshof, BLOEMFONTEIN:

SEKERE: Erf 246, geleë in die Stad en Distrik Bloemfontein.

GROOT: 3996 m^2.

GEHOU: Kragtens Transportakte Nr T10747/1992, en beter bekend as Karel Kielblockstraat 15, Langenhovenpark, Bloemfontein.

VERBETERINGS: 4 Slaapkamer Woonhuis met 1 Sitkamer, 1 Eetkamer, 1 Studeerkamer, 1 Televisie Kamer, 1 Kombuis, 1 Opwaskamer, 2 Badkamers, 2 Storte, 2 Toilette en 3 Motorhuise.

VOORWAARDES VAN VERKOPING

1. Die verkoping sal onderhewig wees aan die goedkeuring van die eksekusieskuldeiser binne 14 dae na die verkoping en verder onderhewig aan die bepalings van die Wet op Landdroshowe, Nr 32 of 1944, soos gewysig, en die reëls daarkragtens uitgevaardig.

2. Die koopprys sal as volg betaalbaar wees:

'n Deposito van 10% (Tien persent) van die koopprys in kontant onmiddellik na afhandeling van die veiling;

Die onbetaalde balans tesame met rente op die koopsom bereken teen 'n koers van 15,250% per jaar vanaf datum van die verkoping tot datum van registrasie van transport, sal binne 14 dae betaal word of gewaarborg word deur 'n goedgekeurde bank- of bouverenigingswaarborg.

3. Die volledige verkoopsvoorwaardes wat deur die Balju of Afslaer uitgelees sal word onmiddellik voor die verkoping, kan gedurende kantoorure by die kantoor van die Baju ingesien word.

GEDATEER te BLOEMFONTEIN hierdie 20ste dag van Desember 1995.

J H CONRADIE, p/a ROSSOUWS, PROKUREUR VAN EKSEKUSIESKULDEISER, Vyfde Vloer, L.T. TRUST GEBOU, Elizabethstraat 7, Posbus 7595, BLOEMFONTEIN, 9300. TEL (051) 305870.

Saak Nr: 6918/95

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN WELKOM GEHOU TE WELKOM

In die saak tussen: **NBS BANK BEPERK,** Eiser, en **MNR NELSON MANELI NXUSANI,** Verweerder

Ingevolge 'n Vonnis gedateer 29 Junie 1995 en 'n Lasbrief vir eksekusie, in die Landdroshof van WELKOM, sal die volgende eiendom per publieke veiling verkoop word op Vrydag 2 Februarie 1996 om 11:00 te die Tulbach-ingang van die Landdroshof, WELKOM:

SEKERE: Standplaas 22244, geleë in die Dorpsgebied Thabong, distrik Welkom.

GROOT: 347 m^2.

GEHOU: Kragtens Sertifikaat van Geregistreerde Toekenning van Huurpag Nr TL3865/1989, en beter bekend as Standplaas 22244, Thabong, Welkom.

VERBETERINGS: 3 Slaapkamer Woonhuis met 1 Sitkamer, 1 Kombuis en 1 Badkamer met Toilet.

VOORWAARDES VAN VERKOPING

1. Die verkoping sal onderhewig wees aan die goedkeuring van die eksekusieskuldeiser binne 14 dae na die verkoping en verder onderhewig aan die bepalings van die Wet op Landdroshowe, Nr 32 of 1944, soos gewysig, en die reëls daarkragtens uitgevaardig.

2. Die koopprys sal as volg betaalbaar wees:

'n Deposito van 10% (Tien persent) van die koopprys in kontant onmiddellik na afhandeling van die veiling;

Die onbetaalde balans tesame met rente op die koopsom bereken teen 'n koers van 19,250% per jaar vanaf datum van die verkoping tot datum van registrasie van transport, sal binne 14 dae betaal word of gewaarborg word deur 'n goedgekeurde bank- of bouverenigingswaarborg.

3. Die volledige verkoopsvoorwaardes wat deur die Balju of Afslaer uitgelees sal word onmiddellik voor die verkoping, kan gedurende kantoorure by die kantoor van die Baju ingesien word.

GEDATEER te BLOEMFONTEIN hierdie 20ste dag van Desember 1995.

J H CONRADIE, Prokureur van Eksekusieskuldeiser Rossouws, p/a SCHOEMAN, KELLERMAN & KOTZÉ, 1ste & 2de Vloere, Primar Gebou, Reinet Straat, Posbus 419, WELKOM, 9460. TEL (057) 3352-7241/2.

CASE NO: 4782/94

IN THE SUPREME COURT OF SOUTH AFRICA

(ORANGE FREE STATE PROVINCIAL DIVISION)

In the matter between **THE STANDARD BANK OF SOUTH AFRICA LIMITED,** Plaintiff, and **KETSELETSO WILLIAM MEKO** (I.D. No 540826 5515 08 0) First Defendant, and **MAMOTSAMAI PAULINAH MAKHELE,** (I.D. No 550126 0637 08 9) Second Defendant

IN EXECUTION of a Judgment of the Supreme Court of South Africa (Orange Free State Provincial Division) in the abovementioned suite, a sale with/without reserve price is to take place at the Peet Avenue Entrance of the Magistrate's Court, BLOEMFONTEIN, Free State Province on FRIDAY the 26th day of JANUARY 1996 at 10h00 of the undermentioned property of the Defendants on the conditions to be read out by the Auctioneer at the time of the sale and which conditions may be inspected at the office of the Sheriff - Bloemfontein East, 5 Barnes Street, BLOEMFONTEIN, prior to the sale:

"ERF 16484 MANGAUNG, district BLOEMFONTEIN,

MEASURING 295 (TWO HUNDRED AND NINETY FIVE) Square Metres

HELD by Certificate of Registered Grant of Leasehold No TL 10120/1993

SUBJECT to the conditions contained therein."

consisting of:

Lounge, kitchen, 2 Bedrooms, Bathroom/toilet.

TERMS: Ten percent (10%) of the purchase price and Auctioneer's charges being 5% of the first R20 000,00 or part thereof, 3% on the balance with a maximum of R6 000,00 in cash on the day of the sale, the balance against transfer to be secured by a Bank or Building Society or other acceptable guarantee furnished within 21 (TWENTY-ONE) days from date of the sale.

ADVERTISER: D.A. HONIBALL (NS835A), c/o ISRAEL & SACKSTEIN, ATTORNEY FOR PLAINTIFF, 26/28 ALIWAL STREET, BLOEMFONTEIN.

SAAKNOMMER: 18262/90

IN DIE LANDDROSHOF VIR DIE DISTRIK BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

In die saak tussen: **KLEINSAKE ONTWIKKELINGSKORPORASIE BPK,** Eiser, en **SELIKISHO ADAM MOKIRI,** Verweerder

Ingevolge 'n uitspraak in die Hof van die Landdroshof van Bloemfontein en 'n Lasbrief vir Eksekusie sal die volgende eiendom op VRYDAG 26 JANUARIE 1996 om 10:00 te die Landdroskantoor, Peetlaan Ingang, Bloemfontein aan die hoogste bieder geregtelik verkoop word:

Sekere erf 3142 geleë in die Stad Mangaung en distrik Bloemfontein Groot 329 vierkante meter Gehou kragtens Transportakte T2738/87, perseeladres 13142 Rocklands, Bloemfontein.

Bestaande uit 'n twee slaapkamer huis.

Die koper sal 10% van die koste in kontant aan die Balju betaal onmiddellik na die verkoping. Die balans moet verseker word deur 'n bank of bougenootskapswaarborg wat binne 21 (EEN EN TWINTIG) dae na datum van die verkoping aan die Balju gelewer moet word.

Die gemelde eiendom sal verkoop word op die voorwaardes wat uitgelees sal word deur die Balju ten tye van die verkoping en welke voorwaardes nagegaan kan word te die kantore van die Balju Bloemfontein Oos, Barnesstraat 5, Bloemfontein gedurende kantoorure.

GETEKEN te BLOEMFONTEIN hierdie 15de dag van NOVEMBER 1995.

L C OPPERMAN PROKUREUR VIR EISER VERMAAK EN DENNIS VOORTREKKERSTRAAT 96 BLOEMFONTEIN.

Saaknr: 1864/95

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN WELKOM GEHOU TE WELKOM

In die saak tussen: **EERSTE NASIONAL BANK VAN SA BEPERK,** Eksekusieskuldeiser,
en **P S MOLISE** (IDENTITEITSNOMMER: 581002 5440 08 9), Eksekusieskuldenaar

INGEVOLGE 'n Vonnis en 'n Lasbrief vir Eksekusie gedateer 13 APRIL 1995 in die Landdroshof te WELKOM sal die volgende eiendom verkoop word op VRYDAG, 2 FEBRUARIE 1996 om 11h00 te die Tulbach-Ingang, Landdroskantore, Heerenstraat, WELKOM.

SEKERE: ERF 7797 (Geldenhuysstraat 13, Reitzpark, WELKOM).

GROOT: 833 (Agt Honderd Drie en Dertig) vierkante meter.

GELEË TE: Die Stad en Distrik WELKOM.

GEHOU Kragtens Akte van Transport Nr T19729/93 geregistreer op 05/11/1993 en onderhewig aan sekere serwitute.

VERBETERINGS: Woonhuis met gewone buitegeboue bestaande uit 'n Ingangsportaal, Sitkamer, Eetkamer, Kombuis, 3 Slaapkamers, Badkamer en Toilet.

BUITEGEBOUE: Enkel Motorhuis, Bediendekamer en Toilet.

VOORWAARDES VAN VERKOPING:

1. Die eiendom sal voetstoots en onderworpe aan die goedkeuring van die Eksekusieskuldeiser binne 7 (SEWE) dae verkoop word aan die hoogste bieër, en verder onderhewig aan die bepalings van die Wet op Landdroshowe Nr 32 van 1944 soos gewysig, en die reëls daarkagtens uitgevaardig.

2. Die koopprys sal as volg betaalbaar wees:—

'n Deposito van 10 % (TIEN PERSENT) van die koopprys in kontant onmiddellik na afhandeling van die veiling en die onbetaalde balans tesame met rente op die koopsom bereken teen 'n koers van 18,25 % per jaar vanaf 02/02/1996 tot datum van registrasie van transport sal binne 14 (VEERTIEN) dae betaal word of gewaarborg word deur 'n goedgekeurde bank of bougenootskapwaarborg.

3. Die volle verkoopvoorwaardes wat deur die Balju of Afslaer uitgelees sal word onmiddellik voor die verkoping, kan gedurende kantoorure by die kantoor van die Balju nagesien word.

GEDATEER te WELKOM op hede die 20ste dag van DESEMBER 1995.

(GET.) D W STEYN Prokureur vir Eiser ROSSOUW & VENNOTE Grondvlak, Anmercosa House Staatsweg 317 Posbus 455 WELKOM 9460.

AUCOR

INSOLVENT ESTATE AUCTION

8,5 HA PLOT WITH 2 SPACIOUS FAMILY HOUSES, VASTFONTEIN

IN THE MATTER OF INSOLVENT ESTATE P J & A E SMITH MASTER'S REFERENCE NO T 1456/95

TO BE SOLD ON THE SPOT ON: WEDNESDAY 17 JANUARY 1996 AT: 10H30

Duly instructed by the trustee, we will hereby sell this property being Plot 44 Vastfontein, better known as portion 44 of the plot 271 Vastfontein.

DESCRIPTION:

This plot is situated in Vastfontein which is a rural community near Rooiwal on the outskirts of Pretoria. The main house comprises of 3 bedrooms, bathroom, open plan lounge/dining room with a kitchen. The other house comprises of 4 bedrooms, bathroom, lounge, dining room and a kitchen. The outbuildings include a garage, 3 carports, 2 servant quarters, pigsty, and a room for livestock. There is a borehole, as well as a cement-dam.

DIRECTIONS: Due North in Mabopane/Onderstepoort Road turn right into Rooiwal. Turn left on bridge and right into Bultfontein turn of ± 5km look out for sign: Vastfontein boerdery (EDMS), tern left for ± 1 km on left handside. (WATCH FOR POSTERS)

VIEW: By appointment.

TERMS: A 20 % deposit (bank or bank guaranteed cheque) on the fall of the hammer. The balance by suitable guarantees within 30 days of confirmation of sale. There is a 7 day confirmation period.

THE ABOVE IS SUBJECT TO CHANGE WITHOUT PRIOR NOTICE.

FOR FURTHER DETAILS PLEASE CONTACT AUCOR TVL: TEL: (012) 3422041/ 342 3502/5/11 FAX: (012) 3422042.

CONTACT: CELESTE VERWEY. TEL: AS ABOVE.

AUCOR

INSOLVENT ESTATE AUCTION

FOUR BEDROOM HOUSE WITH SWIMMING POOL, ORKNEY

IN THE MATTER OF INSOLVENT ESTATE G E MOSS MASTER'S REFERENCE NO T 1185/95

TO BE SOLD ON THE PREMISES ON: THURSDAY 18 JANUARY 1996 AT: 12H00

Duly instructed by the trustee, we will hereby sell this property being Erf 1951, Orkney, better known as 32 Pepys Road Orkney.

DESCRIPTION:

This large family home consists of four bedrooms, the main one with a bathroom en suite and a walk in cupboard. All the bedrooms have built-in cupboards and wall-to-wall carpets. There is a guest bathroom, dining room and lounge. The kitchen has a separate scullery and is fitted with wooden cupboards. Outbuildings include a double lockup garage and a servants toilet. This property also has a lovely swimming pool with a neat thatched roof lapa and built-in braai. There is a lush garden secured by a surrounding fence.

DIRECTIONS: From Klerksdorp take the Bothaville/Viljoenskroon Road (Anderson str), drive through Orkney and turn right into Pepys Road. (WATCH FOR POSTERS).

VIEW: By appointment.

TERMS: A 20 % deposit (bank or bank guaranteed cheque) on the fall of the hammer. The balance by suitable guarantees within 30 days of confirmation of sale. There is a 7 day confirmation period.

THE ABOVE IS SUBJECT TO CHANGE WITHOUT PRIOR NOTICE.

FOR FURTHER DETAILS PLEASE CONTACT AUCOR TVL: TEL: (012) 3422041/ 342 3502/5/11 FAX: (012) 3422042.

CONTACT: CELESTE VERWEY. TEL: AS ABOVE.

CONSILIOR (EDMS.) BPK.

Insolvente Veiling van: VASTE EIENDOM EN ROERENDE BATES op Maandag, 22 Januarie 1996 om 11:00, op die plaas Bothasvlei, distrik Settlers

In opdrag van die kurator in die Insolvente Boedel van **L.J. en J.W. Swart,** Meestersverwysingsnommer T.3234/95 bied ons die bostaande per publike veiling aan:

NAVRAE: CONSILIOR (EDMS.) BPK., Posbus 155, Potgietersrus, Tel. (0154) 3141. *Geregistreer volgens Wet nr. 12 van 1992–Sertf. nr. 58.*

CONSILIOR (EDMS.) BPK.

LIKWIDASIEVEILING VAN BEERSEUN BOERDERY BK

TWEE BEES- EN BESPROEIINGSPLASE EN ROERENDE BATES op Vrydag 2 Februarie 1996 om 09:00, op die plaas HARMONY no. 6, distrik Letaba

Behoorlik daartoe gemagtig deur Paul D. Kruger van Cape Trustees Bpk, die Likwidateur van **Beerseun Boerdery BK.** (in likwidasie) Meestersverwysingsnommer T2267/95 asook Hannes Muller van Cape Trustees Bpk. Voorlopige Kurator in die Insolvente Boedel van **William George de Beer,** Meesterverwysingsnommer T3650/95 bied ons bostaande per publieke veiling aan.

NAVRAE: CONSILIOR (EDMS.) BPK. Posbus 289, Louis Trichardt Tel. (015) 516 0243. *Geregistreer Volgens Wet 12 van 1992–Sertf. Nr. 58.*

EIENDOM: HERMAN SMITH. TEL. (015) 516 0243(K); (015) 516 5275 (NA-URE).

COEN WOLMARANS. TEL. (015) 516 0243.

ROERENDE: SIEG SCHOEMAN. TEL. (0152) 309 9306.

BATES: FRANS JANSEN. TEL. (0154) 3141.

CAPE • KAAP

PLASE TE KOOP

Op las van die Land- en Landboubank van Suid-Afrika sal die Balju: Hooggeregshof, Aliwal-Noord op 1 Februarie 1996 om 10:00 voor die Landdroskantoor te Aliwal-Noord die ondergemelde eiendomme by publieke veiling verkoop:—

(1) Gedeelte 1 van die plaas ORANGE FONTEIN nr 63 geleë in die Afdeling Aliwal-Noord, Oos-Kaapprovinsie GROOT 177,2308 hektaar.

(2) Die Restant van die plaas HOOG WATERVAL nr 71 in die Afdeling Aliwal-Noord, Oos-Kaapprovinsie GROOT 1218,1576 hektaar
Eiendomme (1) en (2) blykens Akte van Transport T23117/1989

in die naam van JOHANNES CHRISTIAAN JOUBERT

Ligging van hierdie eiendomme:—

18 km suidwes van Aliwal-Noord

Geboue en verbeterings wat beweer word om op die eiendomme te bestaan is:—

Woonhuis, buitegeboue, skuur en 4 arbeidershuise. Veekerend omhein en verdeel in kampe. 3 Boorgate, sinkdam, 13 drinkbakke, gronddam en 3 fonteine.

Voornemende kopers se aandag word daarop gevestig dat daar geen verpligting op die Landbank rus om grense of bakens ten opsigte van die eiendomme uit te wys nie. Geen versekering kan gegee word dat die beweerde geboue en ander verbeterings wel bestaan of op die eiendomme soos hierbo gemeld, geleë is nie, of dat enige daarvan vry van retensiereg of huurkoopooreenkoms is, of dat 'n aangrensende eienaar geen belang of kontribusie-eis ten opsigte van 'n grensheining het nie.

Die eiendomme word voetstoots verkoop soos dit staan, onderworpe aan alle serwitute en voorwaardes in die titelakte(s) vermeld.

By die toeslaan van die bot moet die koper die volgende in kontant of per bankgewaarborgde tjek betaal:—

(a) Minstens een-tiende van die koopprys

(b) 2,5% Afslaerskommissie onderworpe aan 'n maksimum van R7 500. (14% BTW indien van toepassing is eksklusief betaalbaar). Waar eiendomme aan meer as een koper verkoop word is die totale kommissie vir al die kopers saam onderworpe aan hierdie maksimum op 'n pro rata-basis.

(c) Alle koste in verband met die verkoping wat insluit advertensiekoste.

(d) BTW indien van toepassing, dit is 14% op die volle koopprys;

Die saldo van die koopsom, plus 17,5% rente daarop vanaf die datum van die verkoping tot datum van betaling, is binne 3 maande na die datum van die verkoping aan die Landbank betaalbaar. Die koper is ook aanspreeklik vir die betaling van alle gelde, heffings, belastings en hereregte wat nodig mag wees om transport in sy naam te registreer. Hierdie bedrae moet betaal word sodra die Landbank dit versoek.

Die eiendomme word verkoop vry van enige huurooreenkomste, bewoningsregte, koopooreenkomste en/of vruggebruik.

Die Landbank behou hom die reg voor om enige eiendom wat te koop aangebied word te enige tyd van die verkoping te onttrek.

VERWYSINGSNOMMER: DCAC 04243 01G (REGTE)

Land- en Landboubank van Suid-Afrika, Posbus 375, Pretoria, 0001. 4 Januarie 1996.

PLAAS TE KOOP

Op las van die Land- en Landboubank van Suid-Afrika sal die Balju: Hooggeregshof, ADELAIDE op 31 Januarie 1996 om 10:00 voor die Landdroskantoor te ADELAIDE die ondergemelde eiendom by publieke veiling verkoop:—

Restant van Gedeelte 2 (MANY WATERS) van die plaas WHITE BANK Nr. 31 in die Afdeling van Bedford, Oos Kaap Provinsie

GROOT 1278,3683 hektaar

Blykens Akte van Transport T29341/1987.

in die naam van KEITH TERENCE ABLORT-MORGAN

Ligging van hierdie eiendom:—

40 km Noord van Adelaide

Geboue en verbeterings wat beweer word om op die eiendom te bestaan is:—

Woonhuis, buitegebou, skeerskuur en 2 stoorkamers. Verskeie fonteine, 3 spruite en 3 damme. Jakkalsproef omhein en verdeel in kampe.

Voornemende kopers se aandag word daarop gevestig dat daar geen verpligting op die Landbank rus om grense of bakens ten opsigte van die eiendom uit te wys nie. Geen versekering kan gegee word dat die beweerde geboue en ander verbeterings wel bestaan, of dat enige daarvan vry van retensiereg of huurkoopooreenkoms is, of dat 'n aangrensende eienaar geen belang of kontribusie-eis ten opsigte van 'n grensheining het nie.

Die eiendom word voetstoots verkoop soos dit staan, onderworpe aan alle serwitute en voorwaardes in die titelakte vermeld.

By die toeslaan van die bot moet die koper die volgende in kontant of per bankgewaarborgde tjek betaal:—

(a) Minstens een-tiende van die koopprys.

(b) 2,5% Afslaerskommissie onderworpe aan 'n maksimum van R7 500. (14% BTW indien van toepassing is eksklusief betaalbaar)

(c) Alle koste in verband met die verkoping wat insluit advertensiekoste.

(d) BTW indien van toepassing, dit is 14% op die volle koopprys;

Die saldo van die koopsom, plus 17,5% rente daarop vanaf die datum van die verkoping tot datum van betaling, is binne 3 maande na die datum van die verkoping aan die Landbank betaalbaar. Die koper is ook aanspreeklik vir die betaling van alle gelde, heffings, belastings en hereregte wat nodig mag wees om transport in sy naam te registreer. Hierdie bedrae moet betaal word sodra die Landbank dit versoek.

Die eiendom word verkoop vry van enige huurooreenkomste, bewoningsregte, koopooreenkomste en/of vruggebruik.

Die Landbank behou hom die reg voor om enige eiendom wat te koop aangebied word te enige tyd van die verkoping te onttrek.

VERWYSINGSNOMMER: DCAA 03962 02G (REGTE)

Land- en Landboubank van Suid-Afrika, Posbus 375, Pretoria, 0001. 4 Januarie 1996.

Save a drop — and save a million

Water conservation is very important to the community and industry to ensure their survival. So save water!

Spaar 'n druppel — en vul die dam

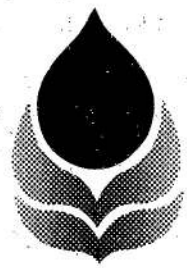
Indien almal van ons besparingsbewus optree, besnoei ons nie slegs uitgawes nie maar wen ook ten opsigte van ons kosbare water- en elektrisiteitsvoorraad

Use it

Don't abuse it

water is for everybody

Werk mooi daarmee

Ons leef  daarvan

water is kosbaar

JUTA LEGAL & ACADEMIC PUBLISHERS

Present

The Juta-State Library Index to the Government Gazette

The *Juta – State Library Index to the Government Gazette* provides quick and easy access to the Government Gazette by direct subject indexing of all government notices, proclamations and board notices published weekly in the Gazette.

Whatever subject you are researching, this detailed but uncomplicated guide will direct you to the notice you require, listing the Gazette number, page and date of publication.

Every edition of the index covers one calendar year. You may subscribe to:

- the quarterly edition, consisting of four cumulatively updated quarterly issues. The first three are published in soft cover and the final volume, which contains the full annual index, is bound in hard cover to serve as a permanent reference work.
- the annual edition, consisting only of the final hard-cover volume covering the whole year.

The Juta – State Library Index to the Government Gazette has been published since 1990. Indexes to pre-1990 Gazettes are consolidated in a separate publication, ***Juta's Index to the South African Government and Provincial Gazettes 1910 to 1989, formerly 'The Windex'.***

"OSALL is grateful that this publication is continuing the high standard set by its predecessor and congratulates Juta & Company Limited on its success in this new venture."
DAPHNE BURGER June 1991 issue of
Organisation of South African Law Librarians Newsletter.

1995 quarterly subscription: R439,00 + R33,00 postage & packaging = *R472,00 (incl VAT).
1995 annual subscription: R298,00 + R13,50 postage & packaging = *R311,50 (incl VAT).
Juta's Index to the South African Government and Provincial Gazettes 1910 to 1989: *R244,00 (incl VAT, postage & packaging).

JUTA LEGAL & ACADEMIC PUBLISHERS— FOR THE ONLY COMPLETE SET OF INDICES TO THE GOVERNMENT GAZETTE FROM 1910 TO DATE.

For further details please contact Leverne Solomons at Juta's Subscription Services
Tel: (021) 797-5101 Fax: (021) 761-5861

* Publisher's recommended retail price, which is subject to change without notice. Prices charged by bookshops, including Juta's Bookshops, may vary. Juta's Bookshops and Juta Subscription Services will, however, honour the above advertised price on a "cash with order" basis or where payment is by credit card.

Juta & Co, Ltd • Co Reg No 04/01812/06
Directors: MR Watermeyer (Chairman) JE Duncan (Managing) CW Wallander JC Potgieter JF Wandrag PM Nel RJH Cooke

Juta

TABLE OF CONTENTS

LEGAL NOTICES

		Page
SALES IN EXECUTION AND OTHER PUBLIC SALES		10
Sales in execution:		
Provinces:	Transvaal	10
	Cape	76
	Natal	109
	Orange Free State	137
Public auctions, sales and tenders		142

INHOUDSOPGAWE

WETLIKE KENNISGEWINGS

		Bladsy
GEREGTELIKE EN ANDER OPENBARE VERKOPE		10
Geregtelike verkope:		
Provinsies:	Transvaal	10
	Kaap	76
	Natal	109
	Oranje-Vrystaat	137
Openbare veilings, verkope en tenders		142

Printed by and obtainable from the Government Printer, Bosman Street, Private Bag X85, Pretoria, 0001. Tel 323-9731 × 263, 269 or 273
Gedruk deur en verkrygbaar by die Staatsdrukker, Bosmanstraat, Privaat Sak X85, Pretoria, 0001. Tel. 323-9731 × 263, 269 of 273