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Government Gazette
Staatskoerant

Vol. 368 PRETORIA, 9 FEBRUARY FEBRUARIE 1996 No. 16968

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

Saak No. 10645/95

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

SAAMBOU BANK BEPERK, Eksekusieskuldeiser, en **PHILIPPUS LOUWRENS JANSEN VAN RENSBURG,** Eksekusieskuldenaar

Ten uitvoerlegging van 'n Vonnis toegestaan deur bogemelde Agbare Hof sal 'n verkoping sonder reserwes deur die Balju, Kempton Park die **29ste dag van Februarie 1996 om 10:00** te Parkstraat 8, Kempton Park, gehou word van die ondergenoemde eiendom van die Eksekusieskuldenaar op die voorwaardes wat deur die Balju uitgelees sal word ten tye van die verkoping, en welke voorwaardes voor die verkoping gelees kan word by die kantoor van die bogemelde Balju te Parkstraat 8, Kempton Park:

Sekere Erf No. 48 Pomona Dorpsgebied, Registrasieafdeling IR, Transvaal, transportaktenommer gehou onder Titelakte No. T35341/93, groot 1 000 (eenduisend) vierkante meter, ook bekend as Outeniquastraat 1, Pomona.

Beskrywing: Woning bestaande uit 1 kombuis, 1 badkamer, 1 toilet, 2 slaapkamers, 1 sitkamer, alles onder 'n teëldak.

Verbeteringe is nie gewaarborg nie.

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

1. Die eiendom sal voetstoots en sonder reserwe verkoop word aan die hoogste bieder, onderhewig aan Artikel 66 van die Landdroshowe Wet.

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

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

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

Geteken te Kempton Park op hierdie 15de dag van Januarie 1996.

C. A. C. Korf, vir Van Rensburg Schoon & Cronje, 8 Die Eike, Monumentweg en Longstraat, Kempton Park, 1620. (Verw. mev. van Heerden/S1424.)

Case No. 68845/95

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

In the matter between **NBS BANK LIMITED** (Reg. 87/01384/06), Plaintiff, and **BENJAMIN RICHARD COOKE,** Defendant

In execution of a Judgment of the Magistrate Court, Pretoria, in this suit, the undermentioned property will be sold by the Sheriff of the Court at NG Sinodal Centre, 234 Visagie Street, Pretoria on **27 February 1996 at 11:00** to the highest bidder:

Certain:

(a) Section No. 10 as shown and more fully described on Sectional Plan No. SS52/84 in the scheme known as Oubos in respect of the land and building or buildings situate at Erf 2944, Pretoria, situated at Pretoria in the region of the Central Pretoria Metropolitan Substructure.

(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, measuring 72 square metres, situated at 110 Oubos Flats, corner of Prinsloo and Skinner Streets, Pretoria.

Terms and conditions:.

1. The property will be sold without reserve to the highest bidder and will be subject to the regulations and conditions of the Magistrates' Courts Act and rules proclaimed there under and of the regulations of the Title Deeds Act where applicable.

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

Description of property: Flat, lounge/diningroom, kitchen, 2 bedrooms, 1 bathroom, 1 w.c.

Outbuildings: Undercover parking, garden, drying area.

Other: Security System.

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

Conditions: The full Conditions of Sale may be inspected at the Sheriff's offices at Mesccor House, 30 Margaretha Street, Pretoria Central.

Signed at Pretoria on this 26th day of January 1996.

Shapiro & De Meyer Inc., Third Floor, Shapiro Chambers, Bureau Lane, Pretoria. (Ref. C. Haffter/lf/N1812.)

Case No. 55788/92

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

In the matter between **NBS BANK LIMITED** (Reg. 87/01384/06), Plaintiff, and **WILLIAM NICOLAAS KRUGER,** Defendant

In execution of a Judgment of the Magistrate Court, Pretoria, in this suit, the undermentioned property will be sold by the Sheriff of the Court at Fehrs Avenue Centre, Struben Street 130B, Pretoria, on **28 February 1996 at 10:00** to the highest bidder:

Certain Erf 826 situated in the Township of Meyerspark, Extension 8, Pretoria, Registration Division JR, Transvaal, measuring 1 040 square metres situated at 282 Hiperbool Street, Meyerspark, Extension 8, Pretoria.

Terms and conditions:.

1. The property will be sold without reserve to the highest bidder and will be subject to the regulations and conditions of the Magistrates' Courts Act and rules proclaimed there under and of the regulations of the Title Deeds Act where applicable.

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

Description of property: House, lounge, diningroom, kitchen, 3 bedrooms, 2 bathrooms, 1 shower, 2 w.c.'s, pantry.

Outbuildings: 1 Servantsroom, 1 w.c.

Other: Walls, swimmingpool.

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

Conditions: The full Conditions of Sale may be inspected at the Sheriff's offices at 142 Struben Street, Pretoria.

Signed at Pretoria on this 26th day of January 1996.

Shapiro & De Meyer Inc., Third Floor, Shapiro Chambers, Bureau Lane, Pretoria. (Ref. C. Haffter/lf/N702.)

Case No. 62110/94

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

In the matter between **NBS BANK LIMITED** (Reg. 87/01384/06), Plaintiff, and **MAHOMED HANIF ABOO,** Defendant

In execution of a Judgment of the Magistrate Court, Pretoria, in this suit, the undermentioned property will be sold by the Sheriff of the Court at 603 Olivetti House, corner of Schubart and Pretorius Streets, Pretoria on **22 February 1996 at 10:00** to the highest bidder:

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

Terms and conditions:.

1. The property will be sold without reserve to the highest bidder and will be subject to the regulations and conditions of the Magistrates' Courts Act and rules proclaimed there under and of the reulations of the Title Deeds Act where applicable.

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

Description of property: House, lounge, diningroom, kitchen, 3 bedrooms, 1 bathroom, 1 w.c.

Outbuildings: 1 Office, 2 servantsrooms, bath, shower & w.c.

Other: Concrete walls, paving.

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

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

Signed at Pretoria on this 26th day of January 1996.

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

Case No. 37436/95

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

In the matter between **NBS BANK LIMITED** (Reg. 87/01384/06), Plaintiff, and **MTHANDAZELI ONIAS SHONGWE,** Defendant

In execution of a Judgment of the Magistrate Court, Pretoria, in this suit, the undermentioned property will be sold by the Sheriff of the Court at Room 603a, Sixth Floor, Olivettihouse, corner of Schubart & Pretorius Streets, Pretoria on **29 February 1996 at 10:00** to the highest bidder:

Certain Erf 2511 situated in the Township of Danville Extention 5, Registration Division JR, Transvaal, measuring 885 square metres, situated at 175 Gideon Scheepers Avenue, Danville.

Terms and conditions:.

1. The property will be sold without reserve to the highest bidder and will be subject to the regulations and conditions of the Magistrates' Courts Act and rules proclaimed there under and of the reulations of the Title Deeds Act where applicable.

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

Description of property: House, lounge, diningroom, kitchen, 3 bedrooms, 1 bathroom, 1 w.c.

Outbuildings: N/A.

Other: N/A.

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

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

Signed at Pretoria on this 26th day of January 1996.

Shapiro & De Meyer Inc., Third Floor, Shapiro Chambers, Bureau Lane, Pretoria. (Ref. C. Hafter/lf/N1690.)

Saak No. 58497/94

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **RAAD OP PLAASLIKE BESTUURSAANGELEENTHEDE,** Eiser, en **PATRICIA JANE CLARKE,** Verweerder

Ter uitvoering van 'n vonnis van bogemelde Hof gedateer 27 Junie 1995 sal die ondervermelde eiendom op **15 Maart 1996 om 12:00** deur die Waarnemende Balju van Barberton voor die Landdroskantoor, Presidentplein, Barberton, aan die hoogste bieder geregtelik verkoop word:

Erf 3918 Marloth Park Vakansiedorp, Registrasie Afdeling J.U., Transvaal, groot 2 919 vierkante meter, gehou kragtens Akte van Transport T30849/1985, bekend as Luiperdstraat 3918, Marloth Park, Vakansiedorp.

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

Sonering: Residensieel.

Die verkoopvoorwaardes wat onmiddellik voor die verkoping gelees sal word, lê ter insae by die kantore van die Balju, Aluminiumstraat 15, Witrivier 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 R?00,00 plus BTW.

Geteken te Pretoria hierdie 23ste dag van Januarie 1996.

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

Saak No. 35320/94

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **RAAD OP PLAASLIKE BESTUURSAANGELEENTHEDE,** Eiser, en **VERA SHAPIRO,** Verweerder

Ter uitvoering van 'n vonnis van bogemelde Hof gedateer 18 September 1995 sal die ondervermelde eiendom op **15 Maart 1996 om 10:00** deur die Balju Vanderbijlpark by die Landdroshof, Generaal Hertzogstraat, Vanderbijlpark aan die hoogste bieder geregtelik verkoop word:

Erf 225, Vaaloewer, Registrasie Afdeling I.R., Transvaal, groot 780 vierkante meter, gehou kragtens Akte van Transport T24785/1985, bekend as Glasogiesingel 225, Vaaloewer.

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

Sonering: Residensieel.

Die verkoopsvoorwaardes wat onmiddellik voor die verkoping gelees sal word, lê ter insae by die kantore van die Balju Vanderbijlpark, Kamer 102, Rietbokgebou, Generaal Hertzogstraat, Vanderbijlpark, 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 23ste dag van Januarie 1996.

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

Case No. 64256/94

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

In the matter between **BUCHEL (PTY) LTD,** Plaintiff, and **S. M. SMALLMAN,** 2nd Defendant

A sale will be held on **Friday, the 1st day of March 1996 at 11:00** at the offices of the Sheriff, Wonderboom, Portion 83, De Onderstepoort (just north of Sasko Mills), old Warmbaths Road, Bon Accord of:

Portion 1, Erf No. 55, Pretoria North, Reg. Div.: JR. Tvl., measuring 1 276 square metres, situated at 465 Ben Viljoen Street, Pretoria North.

Particulars are not guaranteed: Face brick dwelling with pitched tile roof, 3 bedrooms, 1 bathroom, separate toilet, lounge, diningroom, kitchen, garage, servant's room & toilet, verandah, swimming pool, borehole, property surrounded by concrete walling.

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

Dated at Pretoria on this the 26th day of January 1996.

M. Nixon, for Nixon & Collins, Attorneys for Plaintiff, 1st Floor, Burlington House, Burlington Arcade, 235 Church Street, Pretoria. [Tel. (012) 323-8633.] (Ref. Nixon/GW/G5104.)

Saak No. 42629/95

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN PRETORIA GEHOU TE PRETORIA

In die saak tussen **ABSA BANK BEPERK,** Eiser, en **JOHANNES JACOBUS SMITH,** 1st Verweerder, en **ANNA CATHARINA ELIZABETH VAN ZIJL,** 2de Verweerder

'n Eksekusieverkoping word gehou deur die Balju, Pretoria-Oos, te Fehrslaansentrum, Strubenstraat 130B, Pretoria op **28 Februarie 1996 om 10:00** van:

Gedeelte 2 van Erf 424, geleë in die dorpsgebied Lynnwood Ridge Uitbreiding 2, Registrasie Afdeling J.R., Transvaal, groot 735 vierkante meter, gehou kragtens Akte van Transport T37853/94 (beter bekend as Liz Johnstraat 254, Lynnwoodrif).

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

Verbeterings: 'n Baksteen woonhuis met teëldak, volvloermatte en teëlvloere, bestaande uit 'n ingangsportaal, sit/eetkamer, gesinskamer, studeerkamer, kombuis, opwaskamer, spens, 3 slaapkamers, 2 badkamers en aparte toilet.

Buitegeboue: 2 motorhuise, bediendekamer, badkamer en toilet.

Die eiendom is gesoneer vir woondoeleindes.

Besigtig voorwaardes by Balju Pretoria-Oos, Fehrslaansentrum, Strubenstraat 130B, Pretoria.

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

Saak No. 5990/95

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **ABSA BANK BEPERK,** Eiser, en **FRANS STEFANUS PARSONS,** 1ste Verweerder, en **BARBARA PARSONS,** 2de Verweerder

'n Eksekusieverkoping word gehou deur die Balju, Pretoria-Oos, te Fehrslaansentrum, Strubenstraat 130B, Pretoria op **28 Februarie 1996 om 10:00** van:

Gedeelte 61 van Erf 1863, geleë in die dorpsgebied Silverton, Registrasie Afdeling J.R., Transvaal, groot 799 vierkante meter, gehou kragtens Akte van Transport T24542/88 (beter bekend as Krisantstraat 365, Silverton).

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

Verbeterings: 'n Baksteen woonhuis met sinkdak, volvloermatte, hout- en novilonvloere, bestaande uit 'n ingangsportaal, sit/eetkamer, gesinskamer, TV-kamer, kombuis, waskamer, 3 slaapkamers en 1 badkamer.

Buitegeboue: Dubbel motorhuis, bediende kamer, toilet en stort.

Die eiendom is gesoneer vir woondoeleindes.

Besigtig voorwaardes by Balju Pretoria-Oos, Fehrslaansentrum, Strubenstraat 130B, Pretoria.

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

NOTICE OF SALES IN EXECUTION

All the Sales in Execution are to be held at the Offices of the Sheriff, 8 Park Street, Kempton Park, on **Thursday, the 29th day of February 1996 at 10:00.**

NEDCOR BANK LIMITED, Execution Creditor.

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

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

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

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

Case Number: 11339/93.

Judgment Debtor: **Wouter Steven Hugo.**

Property: Erf 61, Pomona Township, Registration Division I.R. Province of Gauteng, situated at 4 Begonia Street, Pomona.

Improvements: Dwelling-house consisting of 1 lounge, 2 bathrooms, 1 diningroom, 2 toilets, 3 bedrooms, 1 kitchen.

Outbuildings consisting of 2 garages, 1 pool 1 driveway.

File ref: LN3516.

Case Number: 1221/93.

Judgment Debtors: **Julio Carlos Prospero Quintao & Sharon Margaret Quintao.**

Property: Erf 1700, Birch Acres Extension 4 Township, Registration Division I.R. Province of Gauteng, situated at 33 Paradysvink Street, Birch Acres.

Improvements: Dwelling house consisting of 1 lounge, 2 bathrooms, 1 diningroom, 2 toilets, 3 bedrooms, 1 kitchen.

Outbuildings consisting of 1 garage.

File ref: LN3253.

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

Saak No. 343/92

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN PIET RETIEF GEHOU TE PIET RETIEF

In die saak tussen **BOLAND BANK PKS BEPERK** 51/00847/06, Eiser, en **ALFRED AINSLIE HOCKLY (Jnr),** Verweerder

Ingevolge 'n vonnis van die Landdroshof vir die distrik Piet Retief gedateer 9 April 1992 en 'n Lasbrief vir Eksekusie uitgereik deur die Klerk van die Hof op 21 Junie 1995 sal die ondervermelde vaste eiendomme op **Vrydag 1 Maart 1996 om 10:30** voor die Landdroskantoor te Piet Retief deur die Balju van die Landdroshof Piet Retief verkoop word aan die persoon wat die hoogste bod maak, nl:

1. Resterende Gedeelte van die plaas Athalie 520, Registrasie Afdeling I.T., Provinsie Mpumalanga, groot 224,4535 hektaar, gehou kragtens Akte van Transport T33985/90.

2. Gedeelte 15 ('n gedeelte van Gedeelte 2) (East Lynne) van die plaas Athalie Nr. 520, Registrasie Afdeling I.T., Provinsie Mpumalanga, groot 42,8266 hektaar, gehou kragtens Akte van Transport T33984/90.

3. Resterende Gedeelte van Gedeelte 2, van die plaas Athalie Nommer 520, Registrasie Afdeling I.T., Provinsie Mpumalanga, groot 181,6269 hektaar, gehou kragtens Akte van Transport T 33984/90.

Die eiendomme is soos volg verbeter:

Eiendom nommer 1 hierbo bekend as Athalie, woonhuis, buitegeboue en swembad, 74 hektaar 1 tot 6 jaar oud Saligna en Wattel bome; jonger bome 0 tot 1 jaar 20 hektaar:

Eiendomme nommer 2 en 3 hierbo, bekend as Nota Bene, ou woonhuis met buitegeboue plus minus 89 hektaar Saligna, Gom en Wattel bome 1 tot 4 jaar.

Voorwaardes:

Volledige verkoopsvoorwaardes wat onmiddellik voor die veiling deur die Balju van die Landdroshof Piet Retief uitgelees sal word, lê in sy kantoor ter insae en is die belangrikste bepalings daarvan die volgende:

(a) Die koper moet onmiddellik nadat die bod op hom toegeslaan is 10% (tien persent) van die koopprys aan die Balju betaal en vir die balans van die koopprys moet die koper 'n bank- of bouverenigingwaarborg aan die Balju van die Landdroshof, Piet Retief, lewer binne 14 (veertien) dae na datum van verkoping.

(b) Die koper sal verplig wees om onmiddellik na die bod op hom toegeslaan is, die verkoopsvoorwaardes te onderteken.

(c) Die koper sal aanspreeklik wees vir rente, hereregte, transportkoste en agterstallige belastings indien enige, asook ander uitgawes wat nodig is om transport te laat beskied.

J. Grey, Prokureur vir Eiser, Die Regskamer, Smitstraat 15, Posbus 122, Piet Retief, 2380. [Tel. No. (01782) 4284/5.] [Faks No. (01782) 3313.]

Saaknommer 342/92

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN PIET RETIEF GEHOU TE PIET RETIEF

In die saak tussen **BOLAND BANK PKS BEPERK,** (51/00847/06), Eiser, en **ALFRED AINSLIE HOCKLY,** (Snr), Verweerder

Ingevolge 'n vonnis van die Landdroshof vir die distrik Piet Retief gedateer 9 April 1992 en 'n Lasbrief vir Eksekusie uitgereik deur die Klerk van die Hof op 21 Junie 1995 sal die ondervermelde vaste eiendomme op **Vrydag, 1 Maart 1996 om 10:00 vm** voor die Landdroskantoor te Piet Retief deur die Balju van die Landdroshof Piet Retief verkoop word aan die persoon wat die hoogste bod maak, nl:

1. Erf 308, geleë in die dorp Piet Retief, Registrasie Afdeling H.T., Provinsie Mpumalanga, groot 5 710 (vyf duisend sewe honderd en tien) vierkante meter, gehou kragtens Akte van Transport T12649/89.

Die eiendomme is soos volg verbeter: Woonhuis met buitegeboue.

Voorwaardes: Volledige verkoopsvoorwaardes wat onmiddellik voor die veiling deur die Balju van die Landdroshof Piet Retief uitgelees sal word, lê in sy kantoor ter insae en is die belangrikste bepalings daarvan die volgende:

(a) Die koper moet onmiddellik nadat die bod op hom toegeslaan is 10% (tien persent) van die koopprys aan die Balju betaal en vir die balans van die koopprys moet die koper 'n bank- of bouverenigingwaarborg aan die Balju van die Landdroshof, Piet Retief, lewer binne 14 (veertien) dae na datum van verkoping.

(b) Die koper sal verplig wees om onmiddellik na die bod op hom toegeslaan is, die verkoopsvoorwaardes te onderteken.

(c) Die koper sal aanspreeklik wees vir rente, hereregte, transportkoste en agterstallige belastings indien enige, asook ander uitgawes wat nodig is om transport te laat beskied.

J. Grey, Prokureur vir Eiser, Die Regskamers, Smitstraat 15, Posbus 122, Piet Retief, 2380. [Tel. (01782)4-284/5.] [Faks (01782) 3313.] (Verw. J. Grey/RG/589/92.)

Saaknommer 47786/95

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **EERSTE NASIONALE BANK VAN S.A. BEPERK,** Eiser, en **STEPHANUS JOHANNES BUYS,** Verweerder

Kennis word hiermee gegee dat ingevolge 'n uitspraak van bogemelde Agbare Hof in bogemelde saak en ter uitvoering van 'n Lasbrief vir Eksekusie, sal die Balju Pretoria-Suid op **28/2/96 om 10:00 vm** die ondervermelde eiendom in eksekusie verkoop te Fehrslaan Sentrum, Strubenstraat 130B, Pretoria, aan die hoogste bieër:

Die eiendom wat aldus te koop aangebied word, staan bekend as Stinkhoutlaan 21, Eldoraigne, en word omskryf as Erf 993, Eldoraigne X2, groot 1 259 vk meter.

Die eiendom bestaan na bewering uit 'n woning onder 'n teëldak, 3 slaapkamers, 2 badkamers, sitkamer, eetkamer, TV kamer, studeerkamer, kombuis, matte en novilon vloere, swembad, 2 motorhuise met buite toilet. Eiendom is omhein met mure aan drie kante en oop voor.

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, Edenpark, Hoewe 83, h/v Gerhardtstr. en Weslaan, Verwoerdburg.

Geteken te Pretoria hierdie 29ste dag van Januarie 1996.

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

Saak 3965/95

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN OBERHOLZER GEHOU TE OBERHOLZER

In die saak tussen **ABSA BANK,** (HANDELDRYWENDE AS TRUST BANK), Eksekusieskuldeiser, **MEJ. THELMA NONCEBA MZEKANDABA,** Eksekusieskuldenaar

Die verkoping in eksekusie van die eiendom hieronder beskryf sal gehou word by die hoofingang van die Landdroshof, Oberholzer, om **10:00 op 1 Maart 1996:**

Erf 1952, Carletonville, Uitbreiding 4, Registrasie Afdeling I.Q., Gauteng, groot 1 472 (een duisend vier honderd twee-en-sewentig) vierkante meter; gehou kragtens Akte van Transport Nr. T 22558/95, ook bekend as Carleton Jonesrylaan 34, Carletonville.

Die verbeterings op die eiendom word beskryf as 'n woonhuis bestaande uit kombuis, eetkamer, TV-kamer, sitkamer, 3 slaapkamers, 1 badkamer, 1 toilet, 1 spens en buitegeboue bestaande uit 1 kamer met stort en toilet maar die korrektheid van hierdie inligting word nie gewaarborg nie en geen waarborg of onderneming word gegee aangaande die aard of kondisie van die verbeterings nie.

Die erf is gesoneer vir woondoeleindes.

Betalingsvoorwaardes: Die koopprys sal betaal word sover dit betref 10% (tien persent) daarvan ten tye van die verkoping en die volle balans met rente teen oordrag, betaling waarvan verseker moet word deur 'n bank- of bougenootskapwaarborg binne 14 (veertien) dae vanaf die datum van verkoping.

Die verkoping sal geskied by wyse van openbare verkoping aan die hoogste bieër onderhewig aan die bepalings van die Wet op Landdroshowe, 1944, en verdere verkoopsvoorwaardes wat ter inae lê by die kantoor van die Balju, Oberholzer.

Gedateer te Carletonville hierdie 23ste dag van Januarie 1996.

Louis Venter, p.a. Venter Marais & Mosdell, Prokureurs vir Eksekusieskuldeiser, Trust Bank Sentrum, Goldstraat, Carletonville, 2500. (Verw. 0065/KVE/HB186A.)

Saak No. 31570/95

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

In die saak tussen **NBS BANK BEPERK,** Eksekusieskuldeiser, en **MANGENA RODGERS MONGWE,** 1ste Eksekusieskuldenaar

Ingevolge uitspraak in die Landdroshof van 12 Desember 1995 en 'n Lasbrief vir Eksekusie gedateer die 6 Desember 1995 die hiernagenoemde eiendom op **Donderdag die 29ste Februarie 1996 om 10:00** by die Kantoor van die Balju, 8 Parkstraat 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 Kantoor van die Balju, 8 Park Straat, Kempton Park.

Erf 622, Tembisa Uitbr 1 Dorpsgebied, Registrasie Afdeling IR Transvaal, groot 351 vierkante meter, ook bekend as 622 Tembisa Uitbreiding 1 Tembisa, gehou onder Titelakte No. TL2540/87.

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

1 toilet, 1 badkamer, 1 kombuis, 2 slaapkamers, 1 eetkamer, alles onder 'n teëldak.

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 18de Januarie 1996.

M. M. Cowley, vir Jacobs & Moodie, 2de Vloer, Myrtle Gebou, Wesstraat 23, Posbus 75, Kempton Park, 1620. (Tel. 970-1216.) (Verw. Mev. Cowley/DE/LN2094.)

Saak No. 8073/95

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

In die saak tussen **NBS BANK BEPERK,** Eksekusieskuldeiser, en **WILLIAM JOHN KEYTER,** 1ste Eksekusieskuldenaar, en **MARTHINA CHRISTINA KEYTER,** 2de Eksekusieskuldenaar

Ingevolge uitspraak in die Landdroshof van 26 Oktober 1995 en 'n Lasbrief vir Eksekusie gedateer die 23ste Oktober 1995 die hiernagenoemde eiendom op **Donderdag die 29ste Februarie 1996 om 10:00** by die Kantoor van die Balju, Parkstraat 8, 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 Kantoor van die Balju, Parkstraat 8, Kempton Park.

Erf 528, Bonaero Park Dorpsgebied, Registrasie Afdeling IR Transvaal, groot 872 vierkante meter, ook bekend as 22 Logan Crescent, Bonaero Park, Kempton Park, gehou onder Titelakte No. T9079/95.

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

1 sitkamer, 1,5 badkamers, 1 eetkamer, 1 toilet, 3 slaapkamers, 1 kombuis, afdak, oprit, 1 studeerkamer.

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 9de Januarie 1996.

M. M. Cowley, vir Jacobs & Moodie, 2de Vloer, Myrtle Gebou, Wesstraat 23, Posbus 75, Kempton Park, 1620. (Tel. 970-1216.) (Verw. Mev. Cowley/RDB/LN1958.)

Case No. 19566/95

SUPREME COURT

(Transvaal Provincial Division)

In the matter between **STANDARD BANK,** Plaintiff, and **ANDRE ROSSOUW POTGIETER,** First Defendant, and **MARTHA JOAN RUTH POTGIETER,** Second 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 **27th February 1996, at 10:00** at NG Sinodal Centre, 234 Visagie Street, Pretoria.

1. Section No. 30 as shown and more fully described on Section Plan No. SS277/91, in the scheme known as Toledo, in respect of land and building or buildings situated at Remaining Extent of Erf 132, Sunnyside in the area of the local authority of the Town Council of Pretoria, measuring 121 (one thousand and twenty-one) square metres, held by virtue of Deed of Transfer No. ST.1626/95, situated at Flat No. 71, 150 Troye Street, Sunnyside, Pretoria.

2. An exclusive use area described as Parking No. P24, a portion of the communal property including the ground and the scheme known as Toledo, in respect of land and building or buildings situated at Remaining Extent of Erf 132, Sunnyside in the area of the local authority of the Town Council of Pretoria as shown and more fully described on Section Plan No. SS.277/91;

measuring 20 (twenty) square metres, held in terms of Notarial Deed of Cession No. SK.104/95S.

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

3-bedroomed flat, consisting of lounge, diningroom, kitchen, bathroom, shower and toilet. 1 garage.

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 Pretoria Central.

A. Holtzhausen, for MacRobert De Villiers Lunnon & Tindall Inc., 23rd Floor, SAAU Building, cnr Schoeman & Andries Streets, Pretoria. (Tel. 339-8311.) (Ref. R3/451368/ldw.)

Case No. 14138/95

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

In the matter between **NEDCOR BANK LIMITED,** Execution Creditor, and **CLARKE: D A,** Execution Debtor

On the **26th day of February, 1996, at 10:00** a public auction sale will be held at the office of the Sheriff for Germiston South, Third Floor, United Building, 177 President Street, Germiston, at which the Sheriff of the Magistrate's Court will, pursuant to the Judgment of the Court in this action, warrant of execution issued in terms thereof and attachment in execution made thereunder sell:

Portion 105 (a portion of Portion 12) of Erf 44, Klippoortjie Agricultural Lots Township, Registration Division I.R., the Province of Gauteng, in extent 1 381 (one thousand three hundred and eighty-one) square metres, held by Deed of Transfer No. T30253/92, also known as 31 Arnheim Road, Hazeldene, Germiston (hereinafter referred to as "the property").

The following improvements are reported to be on the property but nothing is guaranteed: A dwellinghouse with outbuildings.

The property will be sold subject to any existing tenancy, subject to the provisions of Section 66(2)(a) and (c) of Act No. 32 of 1944 (as amended) regarding the bond holders, being Nedcor Bank Beperk, and other preferent creditors subject to payment to the Local Authority of all rates and taxes and other charges to enable a clearance certificate to be issued.

A cash deposit of 10% of the purchase price shall be paid on the date of sale and interest on the unpaid balance at the current building society rate of interest shall be payable, such unpaid balance to be secured by an acceptable guarantee within fourteen (14) days of the sale.

The full conditions of sale may be inspected at the offices of the Sheriff of the Magistrate's Court, Third Floor, United Building, 177 President Street, Germiston.

Dated at Germiston on this the 29th day of January 1996.

B. S. Friedman, for Attorney B. S. Friedman, Execution Creditor, First Floor, Ronloth House, corner of 9 Human and President Streets, Germiston, 1400; P.O. Box 432, Germiston, 1400. (Tel. 825-3480.) (Ref. Mrs Friedman/AM/N634.)

Saak No. 91/2303

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Witwatersrandse Plaaslike Afdeling)

In die saak tussen **BANKORP BEPERK,** Eiser, en **FASON INVESTMENTS BK,** Verweerder

Ter uitwinning van 'n Vonnis van die Hooggeregshof van Suid-Afrika (Witwatersrandse Plaaslike Afdeling) in bogemelde saak, sal 'n verkoping sonder 'n reserweprys gehou word ten kantore van die Balju-Hooggeregshof, Halfweghuis/Alexandra, te: Eerste Vloer, Blok B, Lochner Park, hoek van Richardsrylaan en Suttielaan, Halfweghuis, op die **21ste dag van Februarie 1996 om 14:30** van die ondervermelde eiendom van die Verweerder op die voorwaardes wat deur die afslaers gelees sal word ten tye van die verkoping en welke voorwaardes by die kantore van die Balju-Hooggeregshof, voor die voorkoping ter insae sal lê:

Erf: Gedeelte 5 van Erf 71, Kelvin Dorpsgebied, groot 1 892 vierkante meter, geleë te 5/71 Sunnyway, Kelvin.

Bestaande uit: *Hoofgebou:* 1 × Ingangsportaal, 1 × familiekamer, 6 × slaapkamers, 1 × bad/toilet/stort, 1 × sitkamer, 1 × kombuis, 1 × bad/toilet, 1 × toilet/stort, 1 × eetkamer, 1 × voorhuis en matte. *Buitegeboue:* 2 × Bediendekamers, 1 × toilet, 2 × motorhuise en 1 × bad. *Konstruksie:* Onbekend.

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

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

Vendusiekoste betaalbaar op die dag van verkoping sal as volg bereken word: 5% (vyf persent) op die opbrengs van die verkoping tot 'n bedrag van R20 000-00 (twintig duisend rand) en daarna 3% (drie persent) op die balans daarvan, tot 'n maksimum kommissie van R6 000-00 (ses duisend rand), en 'n minimum van R100-00 (een honderd rand).

Smith & Marais, Eiser se Prokureurs, 11de Vloer, Schreiner Chambers, Pritchardstraat 94, Posbus 1693, Johannesburg. (Tel. 333-7128/9.) (Verw. J. F. Smit/ls/63-91.)

Saak No. 81525/95

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN PRETORIA GEHOU TE PRETORIA

In die saak tussen **NBS BANK LIMITED,** Eiser, en **WILLIAM HENRY HOWE MUSK,** Verweerder

Ingevolge 'n vonnis toegestaan in die Landdroshof en 'n lasbrief vir eksekusie gedateer 12 Januarie 1996 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 **28 Februarie 1996 om 10:00:**

Gedeelte 5 van Erf 462, geleë in die dorpsgebied Lynnwood Ridge, Registrasie Afdeling JR, provinsie van Gauteng, groot 350 (driehonderd en vyftig) vierkante meter (beter bekend as Greenwood Crescent 10, Lynnwood Ridge.)

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 Landdroshowewet 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 geen waarborg nie: Enkelverdieping woonhuis met 2 slaapkamers, 2 badkamers, sitkamer, kombuis, enkelmotorhuis.

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 oorhanding moet word.

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

Geteken te Pretoria op hierdie 23 Januarie 1996.

S. E. du Plessis, vir Van der Merwe du Toit & Fuchs, Prokureurs vir Eksekusieskuldeiser, 14de Vloer, Sanlansentrum, Andriesstraat 252, Pretoria. (Verw. Mev. Engels/JR58065.)

Case No. 94/5579
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 **ERF 199 LANGLAAGTE NORTH CC** (No. CK.90/19211/23), 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 **7 March, 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 West, 32 Von Brandis Street, Johannesburg prior to the sale:

Certain: Erf 199, situated in the Township of Langlaagte North, Registration Division I.Q., Gauteng; being 29 Mercury Street, Langlaagte North, Johannesburg, measuring 684 (six 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 iron roof, comprising kitchen, lounge/dining room, entrance hall, store room, 3 bedrooms, 2 bathrooms with outbuildings with similar construction comprising of double garage, servant's room, toilet, store room.

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

Auctioneer's charges, payable on the day of sale to be calculated as follows: 5% (five per centum) on the proceeds of the sale up to a price of R20 000,00 (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 23rd day of January 1996.

B. W. Webber, for Ramsay, Webber and Company, Plaintiff's Attorneys, 5th Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/bt/E.80.)

Case No. 20089/95
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 **MASHININI, THABO ROOIMAN,** 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, Brakpan on the **1 March, 1996 at 11:00** of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff, Brakpan, 439 Prince George Avenue, Brakpan prior to the sale:

Certain: Erf 15549, situated in the Township of Tsakane Extension 5, Registration Division I.R., Transvaal, being 15549 Tsakane Extension 5, Brakpan, measuring 258 (two 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 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 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 23rd day of January 1996.

Ramsay, Webber and Company, Plaintiff's Attorneys, 5th Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/avb/M1229.)

Case No. 26638/95

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **NEDCOR BANK LIMITED,** Plaintiff, and **Silas Dukes Dube,** 1st Defendant, **NORAH PRISCILLA DUBE,** 2nd Defendant

Notice is hereby given that on the **1 March 1996, at 11:00** the undermentioned property will be sold by Public Auction at the offices of the Sheriff, Brakpan, 439 Prince George Avenue, Brakpan pursuant to a Judgment in this matter granted by the above Honourable Court on 5 December 1995, namely:

Certain: Erf 18589, Tsakane Ext 8, Registration Division I.R., The Province of Gauteng, situated at 18589 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: 3 bedrooms, bathroom, toilet, 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 23 January 1996.

Tuckers Inc., 2nd Floor, Permanent Building, 312 Commissioner Street, Boksburg. (Tel. 892-3400.) (Ref. Mrs L. Pinheiro/ H08030.)

Case No. 4946/95

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

In the matter between **NEDCOR BANK LIMITED,** Plaintiff, and **GERALD DOUGLAS PETERSON,** 1st Defendant, and **LOUISA MYRTLE PETERSON,** 2nd Defendant

On the **1 March 1996 at 11:15** the undermentioned property will be sold in execution at the Sheriff's Offices, 182 Leeuwpoort Street, Boksburg:

Certain Erf 370, Delmore Park Extension 2, Registration Division I.R. the Province of Gauteng, situated at 67 Katonkel Street, Delmore Park Ext 2, Boksburg, Boksburg.

Improvements: Detached single storey brick residence consisting of 2 bedrooms, 1,5 bathrooms, kitchen, lounge, dining room.

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

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

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

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

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

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

Dated at Boksburg on this the 23rd day of January 1996.

Tuckers Inc., 2nd Permanent Building, 312 Commissioner Street, Boksburg. (Tel. 892-3400.) (Ref. Mrs L. Pinheiro/H06035.)

Saak No. 18970/95

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **STANDARD BANK VAN SA BEPERK** (62/00738/06), Eiser, en **GARY JOHN WELS,** ID. 6602205088005, Verweerder

Ten uitvoerlegging van 'n vonnis van bogemelde Hof en 'n Lasbrief vir Eksekusie word die volgende eiendom in eksekusie verkoop op **Woensdag 28 Februarie 1996 om 10:00** deur die Balju vir die Hooggeregshof, Pretoria-Oos, gehou te Fehrs Lane Sentrum, Strubenstraat 130B, Pretoria aan die hoogste bieder:

Erf 3357, Faerie Glen Uitbreiding 24 Dorpsgebied, Registrasie Afdeling JR Provinsie Gauteng, groot 1 156 vierkante meter, gehou kragtens Akte van Transport No. T18621/94.

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

Straatadres: Verenastraat 800, Faerie Glen Uitb. 24, Pretoria, Gauteng.

Verbeterings: 'n Leë erf wat effens skuins is met 'n mooi uitsig. Die erf is geskik vir bou doeleindes.

Reserweprys: Die eiendom word sonder reserweprys verkoop.

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

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

Verkoopsvoorwaardes: Die lê ter insae by die Kantoor van die Balju vir die Hooggeregshof: Pretoria Oos, Fehrs Lane Sentrum, Strubenstraat 130B, Pretoria.

Gedateer te Pretoria hierdie 18de dag van Januarie 1996.

Haasbroek en Boezaart Ing., Eiser se Prokureurs, 2de Vloer, Momentumsentrum, Westoring, Pretoriusstraat, Posbus 2205, Pretoria. [Tel. (012) 322-4401.] (Verw. V. Rensburg/Z9593/95/BVDM.)

Case 94/19138
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 **SHANGE, BOSISIWE MAVIS,** Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at 131 Marshall Street, Johannesburg, on the **29 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, Soweto West, 32 Von Brandis Street, Johannesburg, prior to the sale:

Certain Erf 2424, situated in the Township of Jabulani, Registration Division I.Q. Transvaal; being 2424 Jabulani, Johannesburg, measuring 169 (one thousand and sixty-nine) square metres.

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

A detached single storey brick built residence with tiled roof, comprising kitchen, lounge/dining room, 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 January 1996.

B. W. Webber, for Ramsay, Webber and Company, Plaintiff's Attorneys, 5th Floor, Glazco Centre, c/o Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/fp/S.585.)

Case No. 24552/95
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 **RAVENSHILL UNIT 90 C.C.** (No. CK.93/26749/23), Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at Ground Floor, Fluor House, 100 Grayston Road, Sandown, on the **1 March, 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, Sandton, Ground Floor, Fluor House, 100 Grayston Road, Sandown prior to the sale.

Certain Section No. 43 as shown and more fully described on Sectional Plan No. SS 78/1994, in the scheme known as Ravens Hill in respect of the land and building or buildings situated at Township of Lone Hill Extension 29, Local Authority of Sandton Town Council of which the floor area, according to the said sectional plan, is 158 (one hundred and fifty-eight) square metres in extent; and

an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan, held under Deed of Transfer No. ST. 30989/1994.

An exclusive use area described as Garden G32 measuring 230 (two hundred and thirty) square metres being as such part of the common property, comprising the land and the scheme known as Ravens Hill in respect of the land and building or buildings situated at Township of Lone Hill Extension 29, Local Authority of Sandton Town Council, as shown and more fully described on Sectional Plan No. SS 78/1994, held under Notarial Deed of Cession No. SK.2353/1994 S.

An exclusive use area described as Yard Y30 measuring 21 (twenty-one) square metres being as such part of the common property, comprising the land and the scheme known as Ravens Hill in respect of the land and building or buildings situated at Township of Lone Hill Extension 29, Local Authority of Sandton Town Council, as shown and more fully described on Sectional Plan No. SS 78/1994, held under Notarial Deed of Cession No. SK.2353/1994 S.

Being Flat No. 90, Ravens Hills, Turley Street, Lone Hill Extension 29, measuring 158 (one hundred and fifty-eight), 230 (two hundred and thirty) and 21 (twenty-one) square metres.

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

A simplex flat with comprising kitchen, lounge/dining room, 2 bedrooms, 1 bathroom, 2 separate toilet 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 14 (fourteen) days from the date of sale.

Auctioneer's charges, payable on the day of sale to be calculated as follows: 5% (five per centum) on the proceeds of the sale up to a price of R20 000,00 (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 on this 19 January 1996.

B. W. Webber, for Ramsay, Webber & Company, Plaintiff's Attorneys, Fifth Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/fp/R.286.)

Case No. 34263/93
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 **SMIT, MARK LOUIS,** 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 premises being, Highveld Roses, Farm Ansdaardal, Skeerpoort, Brits on the **6 March, 1996 at 11:00** of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff, Highveld Ridge, 13 Pennsylvania Road, Evander, prior to the sale:

Certain Erven 276, 277, 278 and 279 situated in the Township of Eendracht, Registration Division I.R. Transvaal, being Highveld Roses, Farm Ansdaardal, Skeerpoort, Brits, measuring Erf 273, measuring 2 022 (two thousand and twenty-two) and Erf 276, 277, 278, 279 measuring 1 983 (one thousand nine hundred and eighty three) (each) square metres.

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

Erf 277, consisting of a detached single storey brick built residence with tiled roof, comprising kitchen, lounge, 1 bedroom, 1 bathroom and a shower. Erf 276, 278, 279 being vacant lands.

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 on this 19th day of January, 1996.

R. F. Bruton, for Ramsay, Webber & Company, Plaintiff's Attorneys, Fifth Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 838-5451.) [Ref. Mr Bruton/aj/STD964 (a).]

Case No. 17534/95
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 **O'DWYER, PATRICK,** Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Sheriff's office, Brakpan on the **1 March 1996 at 11:00** of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff, Brakpan, 439 Prince George Avenue, Brakpan, prior to the sale:

Certain Erf 36, situated in the Township of Larrendale, Registration Division I.R. Transvaal; Being 4, Gale Road, Larrendale, Brakpan, measuring 1 983 (one thousand nine hundred and eighty-three) square metres.

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

A detached single storey brick built residence with tiled roof, comprising kitchen, lounge/dining room, entrance hall, study, 3 bedrooms, 2 bathrooms with outbuildings with similar construction comprising of 2 garages, 1 servant's room, 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 or building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale.

Auctioneer's charges, payable on the day of sale to be calculated as follows: 5% (five per centum) on the proceeds of the sale up to a price of R20 000,00 (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 on this 22nd day of January, 1996.

B. W. Webber, for 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/bt/O.81.)

Saak No. 8412/95

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 **ARNOLD ALFRED VERMEULEN,** 1ste Verweerder, en **MARIANA VERMEULEN,** 2de Verweerder

Kennis word hiermee gegee dat ingevolge 'n uitspraak van die Hooggeregshof van Suid-Afrika, Transvaalse Provinsiale Afdeling in bogemelde saak op die 26ste dag van Mei 1995 en ter uitvoering van 'n lasbrief tot uitwinning sal die Balju, Kempton Park, op die **29ste dag van Februarie 1996 om 10:00**, te Parkstraat 8, Kempton Park, verkoop:

Sekere Erf 1087, Kempton Park Uitbreiding 3 Dorpsgebied, Registrasie Afdeling I.R., Gauteng, beter bekend as Kweperstraat 30, Kempton Park-Wes-uitbreiding 3, groot 1 301 (een duisend drie honderd-en-een) vierkante meter.

Die eiendom is verbeter en bestaan uit woonhuis bestaande uit 1 sitkamer,1 eetkamer, kombuis, 3 slaapkamers, 1 badkamer, 1 toilet, 1 motorhuis en 'n swembad.

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

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

Dyason, Prokureurs vir Eiser, Leopont, Kerkstraat-Oos 451, Pretoria. (Tel. 322-8600.) [Verw. T. du Plessis/AN (FF 0449).]

Case No. 326/95

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

In the matter between **NBS BANK LIMITED,** f.k.a. NATAL BUILDING SOCIETY LIMITED (Reg. no. 87/01384/06), Plaintiff, and **DAVID MPAPANANA MAKGATO,** First Defendant, and **MARIA MAKGATO,** Second Defendant

In pursuance of a judgment in the Court for the Magistrate of Benoni on the 22 February 1995 and Writ of Execution issued pursuant thereto the property listed hereunder will be sold in execution on **29 February 1996 at 10:00** at the office of the Sheriff, 8 Park Street, Kempton Park, to the highest bidder:

Certain all the right, title and interest in the leasehold in respect of Erf 550, Moakeng Extension 1 Township, Registration Division I.R. Transvaal, situated on 550 First Crescent Maokeng Extension 1, in the Township of Maokeng Extension 1, District of Kempton Park, measuring 248 (two hundred and forty-eight) square metres.

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

Single storey building tiled roof, comprising of lounge, kitchen, 2 bedrooms, bathroom & w.c.

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, Kempton Park.

Dated at Benoni on this the 22 January 1996.

Hammond Pole & Dixon, Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 917-4631.) (Ref. N20093/Mrs. Kok.) (C/0 75 Elston Avenue Benoni.)

Saak No. 50505/95

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **ABSA BANK BEPERK,** H/A VOLKSKAS BANK, Eiser, en **FOURIE JOHANNES PETRUS**— ID 610410 5070 001, Verweerder

'n Openbare veiling sonder 'n reserwe prys sal deur die balju Suid te Strubenstraat 142, Pretoria op **28 Februarie 1996 om 10:00** volgens voorwaardes wat nou by die kantore van die balju Suid te Fehrslaan Sentrum, Strubenstraat 130B, Pretoria, ter insae lê en wat ten tye van die veiling voorgelees sal word, van die volgende eiendom:

Erf 2370, geleë in die dorp Rooihuiskraal Uitbreiding 20, Registrasieafdeling JR, Transvaal, groot 1 005 (eenduisend-en-vyf) vierkante meter, gehou kragtens Akte van Transport Nr. T111359/92.

Hierdie eiendom is geleë te 92 Kestellaan, Rooihuiskraal, Verwoerdburg, Pretoria.

Die volgende verbeterings is op die eiendom aangebring: Sitkamer, eetkamer, kombuis, 3 slaapkamers, 2 badkamers, bad & toilet, bad toilet & stort.

Konstruksie: Mure—baksteen, dak—teëls, vloer—matte en teëls.

Buitegeboue: Motorhuis, toilet.

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

Terme:

1. Die eiendom word verkoop sonder reserweprys.

2. 'n Deposito van 10% van die koopprys is onmiddelik 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 19de van Januarie 1996.

E. J. J. Geyser, vir Rooth & Wessels, 2de Vloer, Eerste Nasionale Bank Gebou, Kerkplein, Pretoria. (Tel. 325-2940.) (Verw. Geyser/mev. Mare/A2052.)

Saak No. 2959/95

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **EERSTE NASIONALE BANK VAN SA BEPERK,** Eiser, en **SURIYA ABDULLAH,** Verweerder

Geliewe kennis te neem dat in opvolging van 'n vonnis in bogemelde aksie toegestaan op 10 Maart 1995, sal die ondergemelde onroerende eiendom, geregistreer in die naam van die Verweerder, sonder 'n reserweprys, deur die Balju in eksekusie verkoop word op **28 Februarie 1996 om 10:00:**

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

Plek van verkoping: Die verkoping sal plaasvind te die kantore van die Balju, Pretoria-Oos, Ferhs Ave. Sentrum, Strubenstraat 130B, Pretoria.

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

Verkoopvoorwaardes: Die verkoopvoorwaardes lê ter insae te die kantore van die Balju te Edenpark, Hoewe 83, Lyttelton L/H, waar dit gedurende normale kantoorure geïnspekteer kan word.

Gedateer te Pretoria op hierdie 18de dag van Januarie 1996.

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

Case No. 21496/95

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **NEDCOR BANK LIMITED,** Plaintiff, and **WILLEM JOHANNES HENDRIK SCHOLTZ,** First Defendant, and **ALMORIE SCHOLTZ,** Second Defendant

Notice is hereby given that on the **7 March 1996 at 10:00,** the undermentioned property will be sold by public auction at the offices of the Sheriff, Benoni, 49 Kemston Avenue, Benoni, pursuant to a judgment in this matter granted by the above Honourable Court on 12 December 1995, namely:

Certain Erf 1934, Crystal Park Extension 2, Registration Division IR, the Province of Gauteng, situated at 48 Longmore Street, Crystal Park Extension 2, Benoni.

The following improvements (which are not warranted to be correct) exist on the property: Detached single storey brick residence consisting of 3 bedrooms, 2 bathrooms, kitchen, dining room, lounge and outbuildings comprised of: garage, carport.

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

Dated at Boksburg on this the 17 January 1996.

Tuckers Inc., Second Floor, Permanent Building, 312 Commissioner Street, Boksburg. (Tel. 892-3400.) (Ref. Mrs L. Pinheiro/H07011.)

Saaknommer 5256/95

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **STANDARD BANK VAN SA BEPERK (62/00738/06),** Eiser, en **GAUGELO AGNES MAREMANE,** ID. 4202040477083, Verweerder

Ten uitvoerlegging van 'n vonnis van bogemelde Hof en 'n lasbrief vir eksekusie word die volgende eiendom in eksekusie verkoop op **Woensdag, 28 Februarie 1996 om 14:00** deur die Balju vir die Hooggeregshof, Seshego, gehou te die Landdroskantore, Seshego, aan die hoogste bieder:

Eenheid D, No. 1319, geleë in die dorpsgebied Seshego, distrik Seshego, groot 1 080 vierkante meter, gehou kragtens Grondbrief No. 1734/88.

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

Straatadres: Huis 1319, Eenheid D, Seshego.

Verbeterings: Woonhuis met teëldak, sitkamer, eetkamer, kombuis, 4 slaapkamers, 2 badkamers en toilet.

Reserweprys: Die eiendom word sonder reserweprys verkoop.

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

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

Verkoopvoorwaardes: Dit lê ter insae by die kantoor van die Balju vir die Hooggeregshof: Seshego, President Krugerstraat 68A, Pietersburg.

Gedateer te Pretoria hierdie 15de dag van Januarie 1996.

Haasbroek en Boezaart Ing., Eiser se Prokureurs, Tweede Verdieping, Momentumsentrum, Westoring, Pretoriusstraat, Posbus 2205, Pretoria. [Tel. (012) 322- 4401.) (Verw. Van Rensburg/Z9514/95/BVDM.)

Saak No. 13501/94

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **EERSTE NASIONALE BANK VAN SUIDELIKE AFRIKA BEPERK,** Eiser, en **WILLEM LOUW DU PLESSIS,** Verweerder

Geliewe kennis te neem dat in opvolging van 'n vonnis in bogemelde aksie toegestaan op 10 Oktober 1995 sal die ondergemelde onroerende eiendom, geregistreer in die naam van die Verweerder, sonder 'n reserweprys deur die Balju in eksekusie verkoop word op **27 Februarie 1996 om 10:00**:

Resterende gedeelte van Erf 1794, geleë in die dorpsgebied van Villieria, Registrasie Afdeling J.R., Gauteng, grootte 1 367 vierkante meter, gehou kragtens Akte van Transport No. T.8593/93, die eiendom is ook bekend as Fratesweg 516, Villieria, Pretoria, Gauteng.

Plek van verkoping: Die verkoping sal plaasvind te die kantore van die Balju, Pretoria Sentraal, N.G. Sinodale Sentrum, Visagiestraat 234, Pretoria.

Verbeterings: Die volgende verbeterings is op die eiendom aangebring alhoewel geen waarborg daartoe verskaf word nie: Gepleisterde klinkersteen woning onder hoë sinkdak bestaande uit sitkamer, familiekamer, kombuis, 3 slaapkamers, 2 badkamers met toilette (wc), 1 stort met toilet (wc) en bad, 1 motorafdak, en bediendekamer met toilet (wc) en swembad. Gesoneer vir woondoeleindes.

Verkoopsvoorwaardes: Die verkoopsvoorwaardes lê ter insae by die kantore van die Balju Pretoria Sentraal, Messcor Huis, Margarethastraat 30, Pretoria, waar dit gedurende normale kantoorure geïnspekteer kan word.

Gedateer te Pretoria op hierdie 19 dag van Januarie 1996.

D. Pieterse, vir Rooth & Wessels, Eerste Nasionale Bankgebou, 2de Vloer, Kerkplein, Pretoria. (Tel. 325-2940.) (Verw. W. Spray/F11508.)

Case No. 11224/91

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

NEDCOR BANK LIMITED, Plaintiff, and **PIERRE JOHAN FRANCOIS DE WET,** Defendant

A sale in execution of the undermentioned property is to be held without reserve at Fehrslane Centre, 130B Struben Street, Pretoria, on **Wednesday the 13th day of March, 1995 at 10:00**:

Full conditions of sale can be inspected at the Sheriff Pretoria East 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 142, situated in the Township Wapadrand Ext. 1, Registration Division JR, Transvaal, known as 5 Vellingoord Street, Wapadrand Ext. 1.

Improvements: 2 bedrooms, bathroom, kitchen, lounge, diningroom, 2 garages, swimmingpool.

Hack Stupel & Ross, Attorneys for the Plaintiff, P.O. Box 2000, Pretoria. [Tel. (012) 325-4185.] (Our Ref: Mr B. du Plooy/LVDM/GT1038.)

Saak No. 5802/94

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **EERSTE NASIONALE BANK VAN SUIDELIKE AFRIKA BEPERK,** Eiser, en **HELMUT SITTEL,** Verweerder

Geliewe kennis te neem dat in opvolging van 'n vonnis in bogemelde aksie toegestaan op 8 Februarie 1995 sal die ondergemelde eiendom, geregistreer in die naam van die Verweerder, sonder 'n reserweprys deur die Balju in eksekusie verkoop word op **27 Februarie 1996 om 10:00**:

Erf 560, geleë in die dorpsgebied van Kilnerpark X1, Registrasie Afdeling J.R., Transvaal, grootte 1 057 vierkante meter, gehou kragtens Akte van Transport No. T.2849/1983, die eiendom is ook bekend as Nathan Wilsonstraat 21, Kilnerpark, Pretoria.

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

Verbeterings: Die volgende verbeterings is op die eiendom aangebring alhoewel geen waarborg daartoe verskaf word nie: Gepleisterde siersteen woning onder sinkdak bestaande uit sitkamer, eetkamer, kombuis, opwaskamer, 4 slaapkamers, 2 badkamers, 1 stort, 2 toilette, aparte buitegeboue bestaande uit 2 motorhuise, bediendekamer, stoorkamer met toilet en swembad. Gesoneer vir woondoeleindes.

Verkoopsvoorwaardes: Die verkoopsvoorwaardes lê ter insae by die kantore van die Balju Pretoria Sentraal, Messcor Huis, Margarethastraat 30, Pretoria, by bogemelde adres, waar dit gedurende normale kantoorure geïnspekteer kan word.

Gedateer te Pretoria op hierdie 3 dag van Januarie 1996.

D. Pieterse, vir Rooth & Wessels, Eerste Nasionale Bankgebou, 2de Vloer, Kerkplein, Pretoria. (Tel. 325-2940.) (Verw. W. Spray/F10172.)

Saak No. 19573/95

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **EERSTE NASIONALE BANK VAN SUIDELIKE AFRIKA BEPERK,** Eiser, en **SAMUEL CHANNING,** Eerste Verweerder, **BARBARA ALETTA CHANNING,** Tweede Verweerder

Geliewe kennis te neem dat in opvolging van 'n vonnis in bogemelde aksie toegestaan op 20 November 1995 sal die ondergemelde onroerende eiendom, geregistreer in die naam van die Eerste en Tweede Verweerders, sonder 'n reserweprys deur die Balju in eksekusie verkoop word op **29 Februarie 1996 om 10:00**:

Erf 69, geleë in die dorpsgebied van Aston Manor, Kempton Park, Registrasie Afdeling I.R., Gauteng, grootte 1 487 vierkante meter, gehou kragtens Akte van Transport No. T.82594/1988, die eiendom is ook bekend as Dannweg 42, Aston Manor, Kempton Park.

Plek van verkoping: Die verkoping sal plaasvind te die kantore van die Balju, Kempton Park Suid, te Parkstraat 8, Kempton Park.

Verbeterings: Die volgende verbeterings is op die eiendom aangebring alhoewel geen waarborg daartoe verskaf word nie: Gepleisterde klinkersteen woonhuis onder hoë teëldak bestaande uit sitkamer/eetkamer, 3 slaapkamers, studeerkamer, kombuis, opwaskamer, 2 badkamers, 2 toilette (wc), waskamer, 2 motorhuise, bediendekamer, bediende toilet (wc). Gesoneer vir woondoeleindes.

Verkoopsvoorwaardes: Die verkoopsvoorwaardes lê ter insae by die kantore van die Balju, Kempton Park Suid, Parkstraat 8, Kempton Park, waar dit gedurende normale kantoorure geïnspekteer kan word.

Gedateer te Pretoria op hierdie die 5 dag van Januarie 1996.

D. Pieterse, vir Rooth & Wessels, Eerste Nasionale Bankgebou, 2de Vloer, Kerkplein, Pretoria. (Tel. 325-2940.) (Verw. W. Spray/F.17461.)

Case No. 95/16816

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **NEDCOR BANK LIMITED,** Plaintiff, and **JENNIFER MARGARET CAIRES,** Defendant

Notice is hereby given that on the **7 March 1996 at 10:00**, the undermentioned property will be sold by public auction at the offices of the Sheriff, Benoni, 49 Kemston Avenue, Benoni, pursuant to a judgment in this matter granted by the above Honourable Court on 14 August 1995 namely:

Certain Erf 178, Benoni, Registration Division I.R., the Province of Gauteng, situated at 84A & B Newlands Avenue, Benoni.

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, Benoni, 49 Kemston Avenue, Benoni.

Dated at Boksburg on this the 17 January 1996.

Tuckers Inc., 2nd Floor, Permanent Building, 312 Commissioner Street, Boksburg. (Tel. 892-3400.) (Ref. Mrs L. Pinheiro/H06045.)

Case No. 25529/95

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **NEDCOR BANK LIMITED,** Plaintiff, and **TERESA ELIZABETH GREENLY,** Defendant

Notice is hereby given that on the **7 March 1996, at 10:00** the undermentioned property will be sold by public auction at the offices of the Sheriff, Benoni, 49 Kemston Avenue, Benoni, pursuant to a judgment in this matter granted by the above Honourable Court on 7 December 1995, namely:

Certain Erf 2077, Rynfield Ext 10, Registration Division I.R., the Province of Gauteng, situated at 27 Longtom Street, Rynfield Ext 10, Benoni.

The following improvements (which are not warranted to be correct) exist on the property: Detached single storey brick residence consisting of 3 bedrooms, 2 bathrooms, toilet, kitchen, lounge, dining room, study and outbuildings comprised of 2 garages.

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

Dated at Boksburg on this the 17 January 1996.

Tuckers Inc., 2nd Floor, Permanent Building, 312 Commissioner Street, Boksburg. (Tel. 892-3400.) (Ref. Mrs L. Pinheiro/H08008.)

Case No. 2191/95

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **THE STANDARD BANK OF SA LTD,** Plaintiff, and **MICHAEL MAKE MKONDO,** 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 office of the Sheriff Wonderboom, Portion 83, De Onderstepoort (just north of the Sasko Mills, old Warmbaths Road, Bon Accord), on **Friday, 23 February 1996 at 11:00** of the undermentioned property of the Defendants on the conditions to be read out by the auctioneer at the time of the sale and which conditions may be inspected at the offices of the Sheriff prior to the sale:

Erf 750, Soshanguve-BB Township, Registration Division JR, Transvaal, measuring 450 (four hundred and fifty) square metres, held by Deed of Transfer T86844/94, subject to the such as are mentioned or referred to in the aforesaid deed and specially subject to the reservation of mineral rights.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: Dwelling consisting of lounge, family room, kitchen, 2 bedrooms and bathroom/w.c.

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 22nd day of January 1996.

E. M. Eybers, for Adams & Adams, Shorburg, 429 Church Street, Pretoria. [Tel. (012) 320-8500.] (Ref. EME/ep S1415/92.)

Case No. 4041/93

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

In the matter between **ABSA BANK LIMITED,** t/a TRUST BANK, Execution Creditor, and **AUDIE H P,** Execution Debtor

In terms of a judgment in the Magistrate's Court granted on the 12 February 1993, a sale by public auction will be held by the Sheriff/his Deputy, Springs, at 66 Fourth Street, Springs, on the **16th of February 1996 at 15:00** to the highest bidder without reserve, and on the conditions which may now be inspected at the office of the Sheriff, and which will be read by the Sheriff before the sale of the following property owned by the Defendant:

Certain Erf 215, Dersley, Registration Division IR, Gauteng, known as Stand 215, Dersley, Springs, measuring 916 square metres, held under Deed of Transfer T1971/1981, improvements vacant stand. (Nothing in this respect is guaranteed.)

Terms: A cash deposit of ten percent (10%) of the purchase price is payable on the day of the auction, and the balance purchase price is payable, on transfer to be secured by a bank or building society or other acceptable guarantee to be furnished to the Sheriff of his Deputy within 14 days after the date of the sale.

Papadopulo-Gordon, Attorneys for Plaintiff, Suite 12, Rovere, 173 Zeederberg Street, Arcadia, Pretoria. (Ref. Gordon/BK/Z1614.)

Saak No. 20088/95

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **SAAMBOU BANK BEPERK,** Eiser, en **LEON HENDRIK FERREIRA N.O.** (in sy hoedanigheid as eksekuteur in die boedel van **WYLE EMMANUEL BONGINKOSI SHANGASE,** Verweerder

Kennis word hiermee gegee dat ingevolge 'n uitspraak van die Hooggeregshof van Suid-Afrika, Transvaalse Provinsiale Afdeling in bogemelde saak op die 22ste dag van November 1995 en ter uitvoering van 'n lasbrief tot uitwinning sal die Balju, Johannesburg-Noord, op die **29ste dag van Februarie 1996 om 10:00** te Marshallstraat 131, Johannesburg, verkoop:

Sekere Deel Nr 29 soos getoon en meer volledig beskryf op Deelplan Nr SS.160/83 in die skema bekend as Sunkist, beter bekend as Sunkist Woonstel Nr 54, Carolinestraat 44, Hillbrow, groot, 46 (ses-en-veertig) vierkante meter.

Die eiendom is verbeter en bestaan uit 'n oopplan eenman-woonstel.

Die koper moet 'n deposito van 10% van die koopprys, Baju 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 Marshallstraat 131, Johannesburg.

Dyason, Prokureurs vir Eiser, Leopont, Kerkstraat-Oos 451, Pretoria. (Tel. 322-8600.) [Verw. T. du Plessis/AN (FF 0320).]

Case No. 20786/95

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **NEDCOR BANK LIMITED,** Plaintiff, and **CHARLES PETRUS MALHERBE,** 1se Defendant

Notice is hereby given that on the 1 March 1996, at 11:00 the undermentioned property will be sold by Public Auction at the offices of the Sheriff, Brakpan, 439 Prince George Avenue, Brakpan, pursuant to a Judgment in this matter granted by the above Honourable Court on **22 September 1995,** namely:

Certain Erf 1910, Brakpan, Registration Division I.R, the Province of Gauteng, situated at 103 Germain Avenue, 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, dining room and outbuildings comprised of garage, 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 18 January 1996.

Tuckers Inc., 2nd Floor, Permanent Building, 312 Commissioner Street, Boksburg. (Tel. 892-3400.) (Ref. Mrs L. Pinheiro/H06085.)

Saak No. 21797/95

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **EERSTE NASIONALE BANK VAN SA BEPERK,** Eiser, en **BEN GABRIEL POTGIETER,** Eerste Verweerder, en **MARSELYN-YOLANDE JUDY-ANN POTGIETER,** Tweede Verweerder

Geliewe kennis te neem dat in opvolging van 'n Vonnis in bogemelde aksie toegestaan op 12 Desember 1995, sal die ondergemelde onroerende eiendom, geregistreer in die naam van die Verweerder, sonder 'n reserweprys, deur die Balju in Eksekusie verkoop word op **27 Februarie 1996 om 10:00**

Deel 56, soos meer volledig beskryf in Deeltitel Plan Nr SS211/84, in die gebou of geboue bekend as Idlewild Park, geleë te Erf 3287, Pretoria, waarvan die grootte 67 vierkante meter is, gehou kragtens Sertifikaat van Geregistreerde Deeltitel: ST.49051/94 (Eenheid 56). (Die eiendom is ook beter bekend as Idlewild 708, Andriesstraat, Pretoria.)

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

Verbeterings: Die eenheid bestaan uit ingangsportaal, sitkamer, eetkamer, kombuis, 2 slaapkamers, badkamer met toilet met 1 aparte motorhuis.

Zonering: Residensieël.

Verkoopsvoorwaardes: Die Verkoopsvoorwaardes lê ter insae te die kantore van die Balju by Messcor Huis, Margarethastraat 30, Pretoria Sentraal waar dit gedurende normale kantoorure geïnspekteer kan word.

Gedateer te Pretoria op hierdie 23ste dag van Januarie 1996.

G. van den Burg, vir Rorich Wolmarans & Luderitz Ing., Ons Eerste Volksbankgebou, Kerkplein 32, Mutuallaan, Pretoria. (Tel: 325-3933.) (Verw. F870/B1/VD Burg/LVDW.)

Saak No. 5712/95

In die saak tussen **STANDARD BANK VAN SUID-AFRIKA BPK.,** Eiser, en **MPHUTU ABRAM NTULI,** (1ste) Verweerder, en **MARGARET NTULI,** (2de) Verweerder

Eksekusieverkoping gehou te word te die Kantore van die Balju Wonderboom, Gedeelte 83, De Onderstepoort (net Noord van die Sasko Meule, Ou Warmbadpad, Bon Accord) om **11:00 op die 23ste Februarie 1996.**

Van 'n sekere eiendom bekend as Erf 1570, Soshanguve BB dorpsgebied, Registrasie Afdeling J.R., Transvaal, grootte 199 m^2 (eenhonderd nege-en-negentig) vierkante meter.

Die eiendom is geleë en staan bekend as 1570 Soshanguve BB, Soshanguve BB.

Verbeterings bestaan uit: Een sitkamer, een kombuis, een eetkamer, drie slaapkamers, een badkamer/toilet.

'n Substansiële bouvereniging verband kan gereël word vir die goedgekeurde koper.

Terme: 10% kontant op dag van die verkoping en die balans teen oordrag wat verseker moet word deur 'n goedgekeurde waarborg wat verskaf moet word binne 21 (een-en-twintig) dae na datum van die verkoping.

Die verkoopsvoorwaardes kan ingesien word by die kantore van die Adjunk-Balju, Wonderboom.

S. W. Hugo, Solomon Nicolson Rein & Verster, 7de Vloer, NBS Gebou, 259 Pretorius Straat, Pretoria; Posbus 645, Pretoria, 0001. (mnr. Hugo/LL/SB414.)

Case No. 26222/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **BANK OF LISBON INTERNATIONAL LIMITED,** Plaintiff, and **MANRIN (PTY) LIMITED,** 1st Defendant, and **WILLEM HENDRIK THOMAS VAN HEERDEN,** 2nd Defendant

A sale in execution of the undermentioned property is to be held without reserve at The Sheriff's Office, 8 Park Street, Kempton Park, on **Thursday, 29 February 1996 at 10:00:**

Full conditions of sale can be inspected at the Offices of the Sheriff of the Supreme Court, 8 Park Street, Kempton Park and will also be read out by the Sheriff prior to the sale in execution.

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

Property: Erf 1888, Glen Marais Extension 17, Registration Division I.R., Transvaal, measuring 1 440 square metres, held under Deed of Transfer No. T1442/1993.

Improvements: Two complete dwellings. One dwelling has 3 bedrooms and the other dwelling has 4 bedrooms, both dwellings consists of 1 lounge, 2 bathrooms, 1 diningroom, 2 toilets, 2 garages, kitchen and driveway. Property is fenced in.

Known as 18 Witstinkhout Avenue, Kempton Park.

Dated at Pretoria on this the 18th day of January 1996.

V. Stupel, Hack Stupel and Ross, Attorneys for Plaintiff, Standard Bank Chambers, Pretoria; P.O. Box 2000, Pretoria. (Tel. 325-4185.) [Ref. Mr Stupel/ML VS 7063(A).]

Case No. 11990/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **NBS BANK LIMITED,** Plaintiff, and **RAMASHIYA TAKALANI RENOLD,** 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 10th day of November 1994, will be sold in execution on **Thursday, the 29th day of February 1996 at 10:00,** by the Sheriff of Supreme Court at the offices of De Klerk, Vermaak & Partners Inc., Attorneys, Overvaal Building, 28 Kruger Avenue, Vereeniging to the highest bidder:

Erf 6527, Ennerdale Extension 8 Township, Registration Division I.Q., Transvaal, in extent 338 (three hundred and thirty eight) square metres, situated at 6527 Stalagmite Street, Ennerdale Extension 8, Vereeniging.

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

Residence, single story dwelling, detached. *Walls:* Brick and plaster. *Roof:* Tile. *Floor:* Cement Finish. *Rooms:* Lounge, dining-room, kitchen, 3 bedrooms. *Outbuilding:* None. *Boundary:* Fenced. *Improvements:* Fence.

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, Overvaal Building, 28 Kruger Avenue, Vereeniging for the Supreme Court. A substantial bank loan can be raised for an approved purchaser with prior approval.

Dated at Johannesburg on the 18th day of January 1996.

De Villiers & Co., 9th Floor, NBS Building, corner of Market &Rissik Streets, Johannesburg. (Tel. 29-3913/4, 29-3921/2/3.) (Docex. DX.571.) (Ref. Mr Steyn/1082.)

Case No. 14103/93
PH 104

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **THE STANDARD BANK OF S.A. LTD,** Execution Creditor, and **KOMANI, PANI MESHACK,** 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 the **1 March 1996 at 11:00,** of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff, Brakpan, 439 Prince George Avenue, Brakpan, prior to the sale:

Certain Erf 15331, situated in the Township of Tsakane Extension 5, Registration Division I.R., Transvaal, being 15331 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, 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 0000,00 (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 19th day of January, 1996.

B. W. Webber, Ramsay, Webber and Company, Plaintiff's Attorneys, 5th Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg, P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/fp/K280.)

Case No. 14220/95
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 **NYATHI, VUYISILE JOSEPH,** 1st Execution Debtor, and **NYATHI, THOKOZILE 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 **29 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 West, 32 Von Brandis Street, Johannesburg, prior to the sale:

Certain Erf 29466, situated in the Township of Meadowlands Extension 12, Registration Division I.Q, Transvaal, being 29466 Meadowlands Extension 12, Soweto, Johannesburg, 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, 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 0000,00 (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 January 1996.

B. W. Webber, Ramsay, Webber and Company, Plaintiff's Attorneys, 5th Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg, P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/fp/N359.)

Saak No. 1323/94

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN WITBANK GEHOU TE WITBANK

In die saak tussen **STADSRAAD VAN WITBANK,** Eksekusieskuldeiser, en **W. H. FAASEN,** Eksekusieskuldenaar

Kennis geskied hiermee dat die ondergemelde eiendom na aanleiding van 'n verstekvonnis wat in bogemelde saak op 15 Februarie 1995, toegestaan is, op **1 Maart 1996 om 10:00,** te Landdroskantoor, Delvillestraat, Witbank, in eksekusie verkoop sal word ooreenkomstig die Verkoopvoorwaardes wat ter insae sal lê by die Landdroskantoor, Witbank, vir 'n tydperk van tien (10) dae voor die verkoping, te wete:

Sekere Hoewe 132, Clewer AH, distrik Witbank, Registrasie Afdeling J S, Transvaal, groot 9 793 (nege sewe nege drie) vierkante meter, gehou kragtens Akte van Transport 49416/1983.

Die verkoping is onderhewig aan die volgende vernaamste voorwaardes:

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

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

3. Die eiendom word "voetstoots" verkoop.

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

Geteken te Witbank op hierdie 9de dag van Januarie 1996.

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

Saak No. 4893/94

IN DIE LANDDROSHOF VIR DIE DISTRIK WITBANK GEHOU TE WITBANK

In die saak tussen **ABSA BANK BEPERK,** H/A UNITED BANK, Eksekusieskuldeiser, en **P. G. NAGEL,** 1ste Eksekusieskuldenaar, **J. L. NAGEL,** 2de Eksekusieskuldenaar

Kennis geskied hiermee dat die ondergemelde eiendom na aanleiding van 'n verstekvonnis wat in bogemelde saak op 27 September 1995 toegestaan is, op **1 Maart 1996 om 09:00,** te Dulcimarstraat 3, Tasbet Park, Uitbreiding 2, Witbank, in eksekusie verkoop sal word ooreenkomstig die Verkoopvoorwaardes wat ter insae sal lê by die Landdroskantoor, Witbank, vir 'n tydperk van tien (10) dae voor die verkoping, te wete:

Sekere Erf 1000, geleë in die dorpsgebied van Tasbet Park, Uitbreiding 2, Witbank, Registrasie Afdeling J S Transvaal, groot 1 068 (een nul ses agt) vierkante meter, gehou kragtens Akte van Transport T36365/1990.

Straatadres: Dulcimarstraat 3, Tasbet Park, Uitbreiding 2, Witbank.

Die verkoping is onderhewig aan die volgende vernaamste voorwaardes:

1. Onderhewig aan Artikel 66 (2) van Wet 32 van 1944 is die koop sonder reserwe en die eiendom sal aan die hoogste bieder verkoop word.

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

3. Die eiendom word "voetstoots" verkoop.

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

Geteken te Witbank op hierdie 11de dag van Januarie 1996.

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

Saak No. 71093/95

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **ABSA BANK BEPERK,** Eiser, en **BEONARDO STOOP,** 1ste Verweerder, **MARTHINA EWALDINA STOOP,** 2de Verweerder

'n Eksekusieverkoping word gehou deur die Balju, Pretoria-Noordoos, te NG Sinodalesentrum, Visagiestraat 234, Pretoria, op **27 Februarie 1996 om 10:00** van:

Gedeelte 7 van Erf 47, geleë in die dorp East Lynne, Registrasie Afdeling J.R. Transvaal, groot 991 vierkante meter, gehou kragtens Akte van Transport T47083/95 (beter bekend as Stegmanstraat 70, East Lynne).

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

Verbeterings: 'n Baksteen woonhuis met teëldak, bestaande uit 'n sitkamer, gesinskamer, eetkamer, kombuis, spens, 3 slaapkamers, 1 badkamer met bad en toilet en 1 badkamer met stort en toilet. *Buitegeboue:* Waskamer en toilet.

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

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

Saak No. 79220/95

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **ABSA BANK BEPERK,** Eiser, en **FREDERICK CLIFFORD HARLIS,** 1ste Verweerder, **HELEN VERONICA HARLIS,** 2de Verweerder

'n Eksekusieverkoping word gehou deur die Balju, Pretoria-Sentraal te NG Sinodalesentrum, Visagiestraat 234, Pretoria op **27 Februarie 1996 om 10:00** van:

Erf 900, geleë in die dorp Kilnerpark Uitbreiding 1, Registrasie Afdeling J.R., Transvaal, groot 992 vierkante meter, gehou kragtens Akte van Transport T102659/94 (beter bekend as Boegoebosstraat 103, Kilnerpark).

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

Verbeterings: 'n Baksteen woonhuis met sinkdak en dennehout plafonne, bestaande uit 'n ingangsportaal, sitkamer, gesinskamer, eetkamer, studeerkamer, kombuis, opwaskamer, waskamer, 3 slaapkamers, 1 badkamer met bad en toilet en 1 badkamer met bad, toilet en stort. *Buitegeboue:* Dubbel motorhuis, bediendekamer en toilet.

Die eiendom is gesoneer vir woondoeleindes.

Besigtig voorwaardes by Balju Pretoria-Sentraal, Messcor Huis, Margarethastraat 30, Pretoria.

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

Case No. 26803/95
PH 338

In the matter between **NEDCOR BANK LIMITED,** Plaintiff, and **GOUWS: MARTHA ELIZABETH,** First Defendant, and **GOUWS: NICO JOHAN,** Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of the Sheriff of the Supreme Court, 9 Elna Randhof Building, cnr Selkrik & Blairgowrie Drive, Randburg, at **10:00 on Tuesday 27 February 1996,** of the undermentioned property of the Defendants on conditions to be read out by the Auctioneer at the time of the sale and which may be inspected at the office of the Sheriff of the Supreme Court prior to the sale.

Certain unit comprising Section 12 and its undivided share in the common property in the Throb Villas Ontwikkelingskema, area 50 (fifty) square metres, situation Unit 12, Throb Villas, Monkor Road, Randparkridge.

Improvements (not guaranteed): "A Sectional Title Unit consisting of 1 bedroom, bathroom, kitchen, lounge, diningroom, carport with swimming pool."

Terms: 10% (ten per centum) of the purchase price in cash on the day of the sale; the balance and interest on the full purchase price at current bond rates payable against registration of transfer, to be secured by a bank, building society or other exceptable 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 Johannesburg on 11 January 1996.

F. R. J. Jansen, for Jansen - Potter, Plaintiff's Attorneys, 25th Floor, Carlton Centre, Commissioner Street, Johannesburg. (Tel. 331-8535.) (Ref. Foreclosures Z742.)

Saak No. 19193/95

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **ABSA BANK BEPERK** H/A UNITED BANK, Eiser, en **VENTER JOHAN ANTON** - ID 671102 5057 007, Verweerder

'n Openbare veiling sonder 'n reserwe prys sal deur die balju Sentraal te Sinodale Sentrum, 234 Visagiestraat, Pretoria op **27ste Februarie 1996 om 10:00** volgens voorwaarders wat nou by die kantore van die balju Sentraal te Messcor Huis, Margarethastraat 30, Pretoria ter insae lê en wat ten tye van die veiling voorgelees sal word, van die volgende eiendom:

Gedeelte 33 ('n gedeelte van Gedeelte 10) van Erf 1982 in die dorp Villieria, Registrasie Afdeling JR Transvaal, groot 1 120 (eenduisend eenhonderd en twintig) vierkante meter, gehou kragtens Akte van Transport T45275/1991.

Hierdie eiendom is geleë te 713 - 28ste Laan, Villieria, Pretoria.

Die volgende verbeterings is op die eiendom aangebring: Ingangsportaal, sitkamer, familiekamer, eetkamer, kombuis, 4 slaapkamers, 2 badkamer, patio.

Buitegeboue: Bediende kamer, 1 motorhuis, 2 toilette.

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

Terme:

1.) Die eiendom word verkoop sonder reserweprys.

2.) 'n Deposito van 10% 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 10de van Januarie 1996.

E. J. J. Geyser, vir Rooth & Wessels, 2de Vloer, Eerste Nasionale Bank Gebou, Kerkplein, Pretoria. (Tel. 325-2940.) (Verw. Geyser/Mev. Mare/A1898.)

Case No. 16206/95

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **THE STANDARD BANK OF SOUTH AFRICA LIMITED,** Plaintiff, and **DEREK CYRIL BALDREY,** 1st Defendant, and **VALERIE ELIZABETH BALDREY,** 2nd 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 Middelburg Tvl at **10:00 on Friday the 1st March 1996** in front of the Magistrate's Court, President Kruger Street, Middelburg, 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 1 of Erf 366, in the township of Middelburg, Registration Division J S Transvaal, measuring 1 487 square metres, held by Deed of Transfer No. T44789/1994, known as 9A Noordkant Street, Middelburg.

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

"A dwelling consisting of entrance hall, lounge, study, kitchen, 3 bedrooms, 1 bathroom/wc, 1 w.c. Outbuildings consisting of single garage, servants quarters and toilet".

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

Conditions: The Conditions of Sale may be inspected at the offices of the Sheriff, Auxilium Building, 4A Eksteen Street, Middelburg, Tvl.

Dated at Pretoria this 11th day of January 1996.

Savage Jooste & Adams Inc., Plaintiff's Attorney, Savage Jooste & Adams Forum, 748 Church Street, Arcadia, Pretoria. (Ref. Mrs Kartoudes/jm/60644.)

Saak No. 57708/94

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **ABSA BANK BEPERK,** Eiser, en **DANIEL WILLEM ADRIAAN LIEBENBERG,** Verweerder

'n Eksekusieverkoping word gehou deur die Balju, Pretoria-Sentraal, te NG Sinodalesentrum, Visagiestraat 234, Pretoria, op **27 Februarie 1996 om 10:00** van:

Erf 389, geleë in die dorpsgebied Moregloed, Registrasie Afdeling JR, Transvaal, groot 952 vierkante meter, gehou kragtens Akte van Transport T46485/93, beter bekend as Kafferboomstraat 1197, Moregloed.

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

Verbeterings: 'n Baksteenwoonhuis met sinkdak, houtvloere en volvloermatte, bestaande uit 'n ingangsportaal, sitkamer, kombuis, 3 slaapkamers en 1 badkamer. *Buitegeboue:* 1 Motorafdak, 1 personeelkamer en toilet.

Die eiendom is gesoneer vir woondoeleindes.

Besigtig voorwaardes by Balju Pretoria-Sentraal, Messcor Huis, Margarethastraat 30, Pretoria.

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

Case No. 19917/95

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **NEDCOR BANK LIMITED,** Plaintiff, and **PHALELE MESHACK FUNEKA,** 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 Potchefstroom at **10:15 on Friday, the 1st March 1996** in front of 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:

Erf 3672, situated in the Township of Wedela Extension 1, Registration Division IQ, Province of Gauteng, known as Erf 3672, Wedela Extension 1.

The following information is furnished, though in this regard nothing is guaranteed: A dwelling under tiled roof consisting of 3 bedrooms, bathroom, kitchen, lounge.

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.

Dated at Pretoria this 12th day of January 1996.

Savage Jooste & Adams Inc., Plaintiff's Attorneys, Savage Jooste & Adams Forum, 748 Church Street, Arcadia, Pretoria. (Ref. Mrs. Kartoudes/jm/60778.)

Case No. 21606/95

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **THE STANDARD BANK OF SOUTH AFRICA LIMITED,** Plaintiff, and **WILLEM ALWYN DE KLERK,** 1st Defendant, **JOHANNA MAGDALENA MAGRIETA DE KLERK,** 2nd 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 Nelspruit at **10:00 on Friday, the 1st March 1996** in front of the Magistrate's Court, Bester Street, Nelspruit, of the undermentioned property of the Defendant, on the conditions of sale to be read out by the auctioneer at the time of the sale:

Erf 1129, West Acres Extension 7 Township, Registration Division JT, Transvaal, measuring 1 071 square metres, held by virtue of Deed of Transfer T43866/95, known as 18 Belladonna Street, West Acres Ext 7.

The following information is furnished, though in this regard nothing is guaranteed: A dwelling house consisting of entrance hall, lounge, diningroom, kitchen, laundry, 3 bedrooms, 2 bathrooms. Outbuildings consisting of garage, bathroom, entertainment room, cottage consisting of kitchen, lounge, 1 bedroom, diningroom, bathroom. Brick walls and 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, Nelspruit, within fourteen (14) days after the sale.

Conditions: The conditions of sale may be inspected at the offices of the Sheriff, 5 Van Rensburg Street, Nelspruit.

Dated at Pretoria this 16th day of January 1996.

Savage Jooste & Adams Inc., Plaintiff's Attorneys, Savage Jooste & Adams Forum, 748 Church Street, Arcadia, Pretoria. (Ref. Mrs Kartoudes/jm/60818.)

Saak No. 2616/95

IN DIE LANDDROSHOF VIR DIE DISTRIK WITBANK GEHOU TE WITBANK

In die saak tussen **ABSA BANK BEPERK H/A ALLIED BANK,** Eksekusieskuldeiser, en **J M DOS SANTOS,** Eksekusieskuldenaar

Kennis geskied hiermee dat die ondergemelde eiendom na aanleiding van 'n verstekvonnis wat in bogemelde saak op 26 Junie 1995 toegestaan is, op **1 Maart 1996 om 10:00,** te Landdroshof, Delvillestraat, Witbank, in eksekusie verkoop sal word ooreenkomstig die Verkoopvoorwaardes wat ter insae sal lê by die Landdroskantoor, Witbank, vir 'n tydperk van tien (10) dae voor die verkoping, te wete:

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

Die verkoping is onderhewig aan die volgende vernaamste voorwaardes:

1. Onderhewig aan Artikel 66 (2) van Wet 32 van 1944 is die koop sonder reserwe en die eiendom sal aan die hoogste bieder verkoop word.

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

3. Die eiendom word "voetstoots" verkoop.

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

Geteken te Witbank op hierdie 12de dag van Januarie 1996.

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

Saak No. 40585/95

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **ABSA BANK BEPERK H/A UNITED BANK,** Eiser, en **BOTES MELVIN RONALD** (ID 501001 5123 015), Verweerder

'n Openbare veiling sonder 'n reserwe prys sal deur die balju Noord-Oos te N G Sinodale Sentrum, Visagiestraat 234, Pretoria, op **27 Februarie 1996 om 10:00,** volgens voorwaarders wat nou by die kantore van die balju Noord-Oos te Pretoriusstraat 1210, Hatfield, Pretoria, ter insae lê en wat ten tye van die veiling voorgelees sal word, van die volgende eiendom:

Erf 1141, in die dorpsgebied Eersterust uitbreiding 2, Registrasie Afdeling JR, Transvaal, groot 496 (vierhonderd ses-en-negentig) vierkante meter, gehou kragtens Akte van Transport No. T17565/1981.

Hierdie eiendom is geleë te 175 Frank Adamsstraat, Eersterus, Pretoria.

Die volgende verbeterings is op die eiendom aangebring: Sitkamer, eetkamer, kombuis, 3 slaapkamers, 1 badkamer en bad en toilet. Konstruksie, vloer matte en vinyl teëls, mure (baksteen), ceiling (herculite), dak (asbes).

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 19de van Januarie 1996.

E. J. J. Geyser, vir Rooth & Wessels, Tweede Verdieping, Eerste Nasionale Bankgebou, Kerkplein, Pretoria. (Tel. 325-2940.) (Verw. Geyser/Mev. Mare/A2053.)

Case No. 8968/95

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **NEDCOR BANK LIMITED,** Plaintiff, and **ISAAC ISAKA MOKOTJO,** 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 Potchefstroom, on **1st March 1996 at 10:00,** the Main Entrance of the Magistrate's Court at 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:

Erf 3358, Wedela Extention 1 Township, Registration Division IQ, the Province of Pretoria-Witwatersrand-Vereeniging.

The following information is furnished, though in this regard nothing is guaranteed: "A Dwelling house consisting of: 1 Diningroom, 2 bedrooms, 1 bathroom, 1 kitchen".

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

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

Dated at Pretoria this 8th day of January ÜPark.

Savage Jooste & Adams Inc., Plaintiff's Attorney, Savage Jooste & Adams Forum, 748 Church Street, Arcadia, Pretoria. (Ref. Mrs Kartoudes/EAB/60555.)

Saaknommer: 48569/95

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **ABSA BANK BEPERK,** Eiser, en **GERT PETRUS BADENHORST,** 1ste Verweerder, en **LIANDA BADENHORST,** 2de Verweerder

'n Eksekusieverkoping word gehou deur die Balju, Pretoria-Noord-Oos te NG Sinodalesentrum, Visagiestraat 234, Pretoria op **27 Februarie 1996 om 10:00** van:

Gedeelte 1 van Erf 183 in die dorp Jan Niemandpark, Registrasie Afdeling J.R., Transvaal, groot 744 vierkante meter, gehou kragtens Akte van Transport T19359/95 (beter bekend as Wolmaransstraat 64, Jan Niemandpark).

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

Verbeterings: 'n Baksteen woonhuis met sinkdak, bestaande uit 'n sitkamer, eetkamer, kombuis, 3 slaapkamers, 1 badkamer en aparte toilet. *Buitegeboue:* Personeelkamers, 1 motorhuis en toilet. *Ander:* Swembad en muuromheining.

Besigtig voorwaardes by Balju Pretoria-Noord-Oos, Pretoriusstraat 1210, Hatfield.

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

Saakno. 681/95

IN DIE LANDDROSHOF VIR DIE DISTRIK WITBANK GEHOU TE WITBANK

In die saak tussen **ABSA BANK BEPERK** H/A ALLIED BANK, Eksekusieskuldeiser, en **WILLEM CHRISTIAAN BOUWER,** 1ste Eksekusieskuldenaar, en **ELLMARE ELIZABETH BOUWER,** 2de Eksekusieskuldenaar

Kennis geskied hiermee dat die ondergemelde eiendom na aanleiding van 'n verstekvonnis wat in bogemelde saak op 4 April 1995 toegestaan is, op **1 Maart 1996 om 10:00,** te Landdroshof, Delville, Witbank, in eksekusie verkoop sal word ooreenkomstig die verkoopvoorwaardes wat ter insae sal lê by die Landdroskantoor, Witbank, vir 'n tydperk van tien (10) dae voor die verkoping, te wete:

Sekere Erf 3322, geleë in die dorpsgebied van Uitbreiding 16, Witbank, Registrasie Afdeling J S Transvaal, groot 1 090 (een nul nege nul) vierkante meter, gehou kragtens Akte van Transport 81111/90.

Straatadres: De Kockstraat 48, Uitbreiding 16, Witbank.

Die verkoping is onderhewig aan die volgende vernaamste voorwaardes:

1. Onderhewig aan Artikel 66 (2) van Wet 32 van 1944 is die koop sonder reserwe en die eiendom sal aan die hoogste bieder verkoop word.

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

3. Die eiendom word "voetstoots" verkoop.

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

Geteken te Witbank op hierdie 15 dag van Januarie 1996.

Harvey Nortje Ingelyf, Prokureurs vir die Eiser, Smuts Park, h/v Smutslaan & Northeystraat, Posbus 727, Witbank.

Case No. 95/3645

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **NBS BANK LIMITED,** Plaintiff, and **I-CRAW ARCHITECTURAL CC,** First Defendant, and **CRAIG RENIER DE BRUYN,** 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, 1st Floor, Terrace Building, 1 Eaton Terrace, Aberton on **Tuesday, 27th February 1996 at 10:00** of the undermentioned property of the defendants on the conditions to be read out by the Sheriff at the time of the sale and which conditions may be inspected at the offices of the Deputy Sheriff Alberton prior to the sale:

Unit 2, Casa Liana, floor area 158 sq metres, participation quota 2,8733, held by ST133-2/1994.

Unit 4, Casa Liana, floor area 158 sq metres, participation quota 2,8733, held by ST133-4/1994.

Unit 6, Casa Liana, floor area 158 sq metres, participation quota 2,8733, held by ST133-6/1994.

Unit 7, Casa Liana, floor area 158 sq metres, participation quota 2,8733, held by ST133-7/1994.

Unit 8, Casa Liana, floor area 158 sq metres, participation quota 2,8733, held by ST133-8/1994.

Unit 11, Casa Liana, floor area 158 sq metres, participation quota 2,8733, held by ST133-11/1994.

Unit 12, Casa Liana, floor area 158 sq metres, participation quota 2,8733, held by ST133-12/1994.

Unit 13, Casa Liana, floor area 158 sq metres, participation quota 2,8732, held by ST133-13/1994.

Unit 16, Casa Liana, floor area 158 sq metres, participation quota 2,8732, held by ST133-16/1994.

Unit 18, Casa Liana, floor area 158 sq metres, participation quota 2,8732, held by ST133-18/1994.

Unit 20, Casa Liana, floor area 220 sq metres, participation quota 4,1280, held by ST133-20/1994.

Unit 21, Casa Liana, floor area 227 sq metres, participation quota 4,1280, held by ST133-21/1994.

Unit 22, Casa Liana, floor area 227 sq metres, participation quota 4,1280, held by ST133-22/1994.

Unit 24, Casa Liana, floor area 227 sq metres, participation quota 4,1280, held by ST133-24/1994.

Unit 25, Casa Liana, floor area 227 sq metres, participation quota 4,1280, held by ST133-25/1994.

Unit 26, Casa Liana, floor area 227 sq metres, participation quota 4,1280, held by ST133-26/1994.

Unit 30, Casa Liana, floor area 227 sq metres, participation quota 4,1280, held by ST133-30/1994.

and the common property and the right of extension as registered under SK1566/1994S as contemplated under Section 15 (1) Act 95/86 (Real Right).

All situated on Stand 2083, Meyersdal Ext 13 Township Reg Div I.R. in the Province of Pretoria, Witwatersrand, Vereeniging, also known as 8 Johan Gertzen Street, Meyersdal Ext 13, Alberton.

Zoning: Residential 3.

Special privileges of exemptions: None.

Improvements: Tiled roof, with plastered and painted walls.

Units 2, 4, 6, 7, 8, 11, 12, 13, 16, 18 consist of lounge, dining room, kitchen, 2 bedrooms, 1 bathroom, 1 shower, 2 toilets. *Out Buildings:* Carport.

Units 20, 21, 22, 24, 25, 26, 30 consist of lounge, dining room, kitchen, family room, entrance hall, 3 bedrooms, 2 bathrooms, 2 showers, 3 toilets. *Outbuildings:* Double garage.

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

Auctioneer's charges payable on the day of the sale calculated as follows: 5% 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 charges R200,00.

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

Dated at Alberton on this the 23rd day of November 1995.

Klopper Jonker Inc., Attorneys for the Plaintiff, 1st Floor, Terrace Building, 1 Eaton Terrace, Alberton; c/o Docex 216, 84 President Street, Johannesburg. (Tel. 907-9813.) (Ref. N2983/Mr Ungerer/PP.)

Case No. 1160/1992

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

In the matter between **THE SOUTH AFRICAN BREWERIES LIMITED,** Execution Creditor, and **M. M. PHOSHOKO,** Execution Debtor

In pursuance of a Judgment of the above Honourable Court, and a warrant of execution, the property described as Erf 2687, Zone 2 in the township of Seshego, district Seshego, in extent 399,2 square metres, held by Deed of Grant 212/92, will be sold in front of the court-house of the above Court on **13th March 1996 at 14:00** without reserve and to the highest bidder.

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

The material conditions of the sale are:

1. Unless arrangements are made with the Plaintiff before the sale, the Purchaser must pay a deposit of 10% (ten per-centum) of the purchase price or R1 000,00 (one thousand rand) whichever is the greater, in cash immediately after the sale and the balance, together with interest, is to be secured by a guarantee approved by the Sheriff and delivered within 21 (twenty one) days from date of sale.

2. The sale is "voetstoots" and subject to:

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

2.2 the conditions of the title deed; and

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

Signed at Pietersburg on the 19.01.96.

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

Case No. 50912/95

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

In the matter between **FIRST NATIONAL BANK OF SOUTHERN AFRICA LIMITED,** Plaintiff, and **MR GERHARD LOUIS LAWRENCE,** 1st Defendant, and **MRS LEONE LAWRENCE,** 2nd Defendant

Pursuant to a Judgment of the above Honourable Court, dated the 29th August 1995, and a warrant of execution dated the 6th September 1995, the undermentioned immovable property will be sold in execution by public auction to the highest bidder on the **7th March 1996 at 10:00,** at the Sheriff's Office, 51 Loch Street, Meyerton.

Certain Holding 104, Blignautsrus Agricultural Holdings, Registration Division I.Q. Transvaal, situation 104 De Wet Street, Blignautsrus, Walkerville.

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

Improvements: A single storey dwelling consisting of 3 lounges, 1 dining room, 2 kitchens, 5 bedrooms and 3 bathrooms. *Outbuildings:* A servant's room & toilet.

Area: 1,7131 hectares.

Property's held under Deed of Transfer No. T37061/85.

Terms: The purchase price shall be paid as to ten per cent (10%) thereof on the day of the sale and the unpaid balance together with interest thereon to date of registration of transfer, shall be paid or secured by an unconditional or approved bank or building society guarantee within fourteen (14) days of the date of sale to the Sheriff for the Magistrate's Court. The full conditions of sale may be inspected at the offices of the Sheriff, at 51 Loch Street, Meyerton.

Dated at Johannesburg on this the 17th day of January 1996.

R. Reichman-Israelsohn, for Israelsohn-Friedman, Plaintiff's Attorneys, 107 Oxford Road, Rosebank; P.O. Box 6467, Johannesburg. (Tel. 880-2091.) (Ref. BR5741/COLL/PM/LB.)

Saak No. 630/95

IN DIE LANDDROSHOF VIR DIE DISTRIK VEREENIGING GEHOU TE VEREENIGING

In die saak tussen **EERSTE NASIONALE BANK VAN SA BEPERK,** Eiser (Eksekusieskuldeiser), en **ABRAHAM HENDRIK KASSELMAN,** Verweerder (Eksekusieskuldenaar)

Ter uitwinning van 'n Vonnis van die Landdroshof vir die distrik van Vereeniging, sal die eiendom hieronder vermeld per openbare veiling verkoop word by die Kantoor van die Balju-Landdroshof Kempton Park, te Parkstraat 8, Kempton Park, op die **29ste Februarie 1996 om 10:00:**

Beskrywing: Sekere verbeterde eiendom naamlik Eenheid 0012, Skema SS, Blue Marlin Skema No. 0000528, Kempton Park Dorpsgebied, Uitbreiding 2674, Registrasie Afdeling R.E. Gauteng.

Die eiendom bestaan uit die volgende: 1 Sitkamer, 1 en 1/2e slaapkamers, 1 badkamer, 1 toilet, 1 kombuis, motor afdak sinkdak en sekuriteits ingang.

Ook bekend as No. 202 Blue Marlin, Long Straat, Kempton Park, gehou kragtens Akte van Transport ST81765/1993.

Terme: Een tiende van die koopprys sal betaalbaar wees op die dag van verkoping en die balans tesame met rente daarop teen die koers van 23% per jaar vanaf datum van koop tot datum van betaling sal gewaarborg word deur 'n bank, bouvereniging en ander aanvaarbare waarborg. Sodanige waarborg moet verstrek word aan die Balju, Landdroshof Kempton Park binne 14 (veertien) dae vanaf datum van verkoping.

Voorwaardes: Die volledige voorwaardes van verkoping lê ter insae by die Kantoor van die Balju, Landdroshof Kempton Park.

Geteken te Vereeniging op hierdie 22ste dag van Januarie 1996.

S. J. Venter, vir Boyens en Venter, Senator Markslaan 42A, Posbus 2186, Vereeniging. (Tel. 421-1625/6.) (Verw. C. Venter/U11.)

Saak No. 424/93

IN DIE LANDDROSHOF VIR DIE DISTRIK BARBERTON GEHOU TE BARBERTON

In die saak tussen **EERSTE NASIONALE BANK VAN SUID-AFRIKA BEPERK,** Eiser, en **GERMAN DUMISA MONDLANE,** Verweerder

Ingevolge 'n Lasbrief van die Landdros van Barberton, sal die volgende eiendom per openbare veiling verkoop word op **Vrydag 15 Maart 1996 om 12:00** by die Landdroskantoor, Barberton:

Erf 1622, Emjindini Uitbreiding 3, Barberton, Registrasie Afdeling 369 J.U Transvaal (Mpumalanga), groot 268 (twee honderd agt en sestig) vierkante meter, gehou kragtens Akte van Transport Nr. TL39668/87, ook bekend as 556 Spearville, Emjindini, Barberton.

Steenhuis met sinkdak en buitegeboue en alle verdere verbeteringe.

Hierdie erf sal aan die hoogste bieër vir kontant verkoop word onderhewig aan enige verbande, indien enige, asook die voorwaardes uiteengesit in die Verkoopsvoorwaardes wat by die Balju van die Landdroshof se kantoor vir insae lê.

Geteken te Barberton op hierdie 23ste dag van Januarie 1996.

B. van Rensburg, vir Mnre Bekker van Rensburg, Generaalstraat 10, posbus 253, Barberton, 1300. (Verw. JJVR/IU/RF3/F20.)

Case No. 12076/95

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

In the matter between **NEDCOR BANK LIMITED,** Plaintiff, and **JOSEPH BENJAMIN POWELL,** 1st Defendant, and **JESSIE MACLAIN POWELL,** 2nd Defendant

On the **1 March 1996 at 11:15** the undermentioned property will be sold in execution at the Sheriff's Offices, 182 Leeuwpoort Street, Boksburg:

Certain a unit consisting of Section Number 51, as shown and more fully described on Sectional Plan No. SS5/1992 in the scheme known as Protea Gardens in respect of the land and building or buildings situated at the Township of Witfield, Transitional Local Council of Boksburg of which section the floor area, according to the said sectional plan is 112 (one hundred and twelve) square metres, in extent and an undivided share in the common property, situated at 51 Protea Gardens, 31 Knights Street, Witfield, Boksburg.

Improvements: Detached single storey brick residence consisting of 2 bedrooms, bathroom, kitchen, lounge and outbuildings comprising garage.

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

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

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

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

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

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

Dated at Boksburg on this the 25 January 1996.

Tuckers Inc., 2nd Permanent Building, 312 Commissioner Street, Boksburg. (Tel. 892-3400.) (Ref. Mrs L. Pinheiro/H08078.)

Case No. 1562/92

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **ABSA BANK LIMITED** (ALLIED BANK), Plaintiff, and **SHIMA HENRY MHLONGO,** Defendant

In the pursuance of a Judgment in the Supreme Court, Witbank and relevant Warrant of Execution, the property listed hereunder will be sold in Execution on **Friday 8 March 1996 at 10:00** at the Magistrate's Court, Witbank, to the highest bidder:

Erf 4815, Ackerville, Registration Division J.S. Transvaal.

Dwelling with outbuildings, also known as 4815 Willie Ackermann Drive, Ackerville.

The Conditions of Sale will be read immediately before the sale, and will be for inspection at the Office of the Sheriff of the Magistrate's Court Witbank, or can be read or obtained at the Office of the Attorney for the Plaintiff named hereunder.

Dated at Witbank on this the 24th day of January 1996.

John Bailie & Claassen, 1st Floor, Allied Building, President Ave., P.O. Box 913, Witbank, 1035.

Case No. 5452/95

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

In the matter between **ABSA BANK LIMITED** (ALLIED BANK), Plaintiff, and **LETJATJI ALFRED MAKOFANE,** 1st Defendant, **ROSELINA TIBALENG MAKOFANE,** 2nd Defendant

In the pursuance of a judgment in the Magistrate's Court, Witbank, dated the 24 October 1995 and relevant warrant of execution, the property listed hereunder will be sold in execution on **Friday 8 March 1996 at 10:00** at the Magistrate's Court, Witbank, to the highest bidder:

Erf 914, Kwa Guqa Extension 3, Witbank, Registration Division J.S. Transvaal, dwelling with outbuildings, also known as Erf 914, Kwa Guqa Extension 3, Witbank.

The conditions of sale will be read immediately before the sale, and will be for inspection at the Office of the Sheriff of the Magistrate's Court, Witbank, or can be read or obtained at the Office of the attorney for the Plaintiff named hereunder.

Dated at Witbank on this the 23rd day of January 1996.

John Bailie & Claassen, 1st Floor, Allied Building, President Avenue, P.O. Box 913, Witbank, 1035.

Case No. 20809/95

SALE IN EXECUTION

In the matter between **FIRST NATIONAL BANK OF S.A. LIMITED,** Plaintiff, and
ATRASH, GEORGE ANTHONY MARTIN, Defendant

In execution of a judgment of the Magistrate's Court for the Distrct of Johannesburg, in this suit, a sale without reserve will be held in front of the Magistrate Court, Randburg, corner of Jan Smuts Avenue and Selkirk Street, Randburg at **10:00 on the 29 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 Magistrate's Court, prior to the sale:

Certain Erf 383, Hurlingham Extension 5 Township, area 1 291 (one thousand two hundred and ninety-one) square metres, situated at 45 Riesling Crescent, Hurlingham Manor.

Improvements: (Not guaranteed): Lounge, dining room, family room, study, 2 bathrooms, 3 bedrooms, passage, kitchen, laundry, servant's quarters, double garage.

Terms: 5% of the purchase price in cash on the day of the sale; balance and interest thereon 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 000,00 and thereafter at 3% to a maximum fee of R6 000,00 and a minimum of R200,00.

Dated at Johannesburg on this 19th day of January 1996.

N. J. Lambrianos, for Norton-Lambrianos, Plaintiff's Attorneys, c/o Document Exchange, DX 436, 1st Floor, The Markade, 84 President Street, Johannesburg. (Tel. 886-3433.) (Ref. Mr Lambrianos/F85/A7/ad.)

Case No. 25703/95

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **NEDCOR BANK LIMITED,** Plaintiff, and **MOODLEY: KANDARUBEN,** First Defendant,
MOODLEY: TOYAJAKSHI, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of the Sheriff of the Supreme Court, 131 Marshall Street, Johannesburg, at **10:00 on Thursday 29 February 1996,** of the undermentioned property of the Defendants on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff of the Supreme Court, prior to the sale:

Certain Erf 32, Cleveland Township, Registration Division I.R., the Province of Gauteng, area 535 (five hundred and thirty-five) square metres, situated at 4 Tooronga Street, Cleveland.

Improvements: (Not guaranteed): "A single storey dwelling consisting of 3 bedrooms, bathroom, kitchen, lounge, garage, servant's toilet with swimming pool."

Terms: 10% of the purchase price in cash on the day of the sale; the balance and interest on the full purchase price at current bond rates payable against registraton 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 R100 and all prospective purchasers are required prior to the sale to pay to the Sheriff a registation 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 26 January 1996.

F. R. I. Jansen, for Jansen—Potter, Plaintiff's Attorneys, 25th Floor, Carlton Centre, Commissioner Street, Johannesburg. (Tel. 331-8535.) (Ref. Foreclosures/Z877.)

Saak No. 34/92

IN DIE LANDDROSHOF VIR DIE DISTRIK MARICO GEHOU TE ZEERUST

In die saak tussen **WOLTEMADE TOYOTA,** Eksekusieskuldeiser, en **B HLONGOLO,** Eksekusieskuldenaar

Ingevolge 'n uitspraak in die hof van die Landdros in Zeerust en 'n lasbrief vir eksekusie verkoping gedateer 8 Januarie 1996, sal die volgende eiendom op Vrydag, **8 Maart 1996 om 10:00** te Baljukantoor, Presidentstraat, Zeerust, aan die hoogste bieder geregtelike verkoop word:

Sekere Erf 60, Ikagaleng, Zeerust, Registrasie Afdeling J.P., Noordwes Provinsie.

Verbeterings: Woonhuis.

Die aard van verbeterings en grootte word nie gewaarborg nie.

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 van 1944, soos gewysig, en die reëls daar kragtens uitgevaardig.

2. Die Koopprys sal as volg betaalbaar wees:

2.1 'n Deposito van 10% van die koopprys in kontant, onmiddellik na afhandeling van die veiling.

2.2 Die onbetaalde balans sal binne 14 dae na afhandeling van die veiling betaal word of gewaarborg deur 'n aanvaarbare bank of bouvereniging waarborg.

3. Die volledige verkoopvoorwaardes kan gedurende kantoorure by die kantoor van die Balju, ingesien word.

Gedateer te Zeerust op hede die 22ste dag van Januarie 1996.

Van der Merwe & Calitz, Prokureur vir Eksekusieskuldeiser, Posbus 53, Kerkstraat 39B, Zeerust, 2865. (Verw. Z00641.KV.)

Case No.
Pigeon hole: 304

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **ABSA BANK LIMITED,** Plaintiff, and **SIPHO SIMON MAZIBUKO,** Defendant

In execution of a judgment of the Supreme Court of South Africa (Transvaal Provincial Division) in this suit, a sale without reserve of the undermentioned property will be held at the offices of the sheriff Wonderboom, Portion 83, De Onderstepoort (Just North of Sasko Mills, Old Warmbaths Road) Bon Accord, on the **23rd day of February 1996 at 11:00** on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the offices of the said sheriff, prior to the sale:

Certain Erf 1964, situated in the residential area of Mamelodi Extension 2, Registration Division J.R., Transvaal, situated at Site 1964 Mamelodi Extension 2, measuring 413 (four hundred and thirteen) square metres.

Improvements (not guaranteed): A lounge, kitchen 3 (three) bedrooms and one bathroom, w.c.

Terms: 10% of the purchase price in cash on the day of sale, the balance and interest on the full purchase price at the current bond rates payable against registration of transfer, to be secured, by a bank, building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale. The auctioneer's charges are payable on the day of the sale and will be calculated at 5% on the proceeds of the sale up to a price of R20 000,00 and thereafter 3%, to a maximum fee of R6 000,00 and a minimum of R100,00.

Dated at Pretoria on this the 18th day of January 1996.

Matlala Incorporated, 8th Floor, Standard General Building, 215 Proes Street, P.O. Box 3217, Pretoria, 0002. Docex 70. [Fax No. (012) 323-7431.] [Tel No. (012) 326-8923/4/5.] (Ref. GGM/jm/G6661.)

To: The Registrar of the above Honourable Court.

Case No. 16932/1995
PH 196

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **NBS BANK LIMITED,** Plaintiff, and **VAN RAYNE: CHANANE MARK,** First Defendant, and **VAN RAYNE: VERNESSA ANNETTE,ANNETTE,** 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 office of De Klerk, Vermaak & Partners Inc. Attorneys, Overvaal Buildings, 28 Kruger Avenue, Vereeniging, on the **29th day of February 1996 at 10:00** of the undermentioned property of the Defendants on the Conditions which will lie for inspection at the offices of the Sheriff, Vereeniging, Overvaal Building, 28 Kruger Avenue, Vereeniging, prior to the sale:

Erf 1511, in the Township of Ennerdale Extension 1, Registration Division I.Q., the Province of Gauteng, in extent 920 (nine hundred and twenty) square metres, situated at 80 Vulcan Street, Ennerdale Extension 1.

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

Residence; single storey dwelling, detached, built of bricks and painted plaster, under tiled roof, Floors: Fitted carpets and tiles, comprising lounge, diningroom, kitchen, 4 bedrooms, 1 bathroom, shower and 2 w.c.'s. Outbuildings: 2 Garages, 1 w.c., brick boundary walls, fencing and paving.

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

Dated at Johannesburg on this the 26th of January 1996.

Melman & McCarthy, Plaintiff's Attorneys, Suite 301, His Majesty's Building, Joubert Street, Johannesburg. (Tel. 838-4731.) (Ref. D. McCarthy/J. Soma/MN6860.); N. C. H. Bouwman, Sheriff of the Supreme Court, Overvaal, 28 Kruger Avenue, Vereeniging. [Tel. (0164) 21-3400.]

Case No. 13502/1995
PH 196

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

In the matter between **NBS BANK LIMITED,** Plaintiff, and **MATHEBULA: THEMBINKOSI JOHAN CHRIS,** First Defendant, **MATHEBULA: PRUDENCE,** 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 office of De Klerk, Vermaak & Partners Inc., Attorneys, Overvaal Building, 28 Kruger Avenue, Vereeniging, on the **29th day of February 1996 at 10:00** of the undermentioned property of the Defendants on the conditions which will lie for inspection at the offices of the Sheriff, Vereeniging, Overvaal Building, 28 Kruger Avenue, Vereeniging, prior to the sale:

Erf 6490, in the Township of Ennerdale Extension 8, Registration Division IQ, The Province of Gauteng, in extent 332 (three hundred and thirty-two) square metres, situated at 6490 Stalagmite Street, Ennerdale Extension 8.

The following improvements are reported to be on the property, but nothing is guaranteed: Residence; single storey dwelling, detached, built of bricks and painted plaster, under tiled roof, Floors: Cement Floors, comprising Lounge, Kitchen, 3 Bedrooms, 1 Bathroom and 1 w.c. Outbuildings: Boundary Fencing.

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

Dated at Johannesburg on this the 26th day of January 1996.

Melman & McCarthy, Plaintiff's Attorneys, Suite 301, His Majesty's Building, Joubert Street, Johannesburg. (Tel. 838-4731.): N. C. H. Bouwman, Sheriff of the Supreme Court, Overvaal, 28 Kruger Avenue, Vereeniging. [Tel. (0164) 21-3400.] (Ref. D. McCarthy/J. Soma/MN6810.)

Case No. 15033/1995
PH 196

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

In the matter between **NBS BANK LIMITED,** Plaintiff, and **HOGARTH: WALTER MELVIN,** First Defendant, **HOGARTH: DENISE PEARL,** 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 office of De Klerk, Vermaak & Partners Inc. Attorneys, Overvaal Building, 28 Kruger Avenue, Vereeniging on the **29th day of February 1996 at 10:00** of the undermentioned property of the Defendants on the conditions which will lie for inspection at the offices of the Sheriff, Vereeniging, Overvaal Building, 28 Kruger Avenue, Vereeniging, prior to the sale:

Portion 23 of Erf 6626, in the Township of Ennerdale Extension 2, Registration Division IQ, the Province of Gauteng, in extent 506 (five hundred and six) square metres, situated at 23 Hedera Avenue, Ennerdale Extension 2.

The following improvements are reported to be on the property, but nothing is guaranteed. Residence; single storey dwelling, detached, built of bricks and painted plaster, under concrete tiled roof, Floors: Fitted carpets and Vinyl Tiles, comprising livingroom, kitchen, 3 bedrooms, 1 bathroom and 1 w.c. seperate. Outbuilding: 1 Garage, Boundary Fencing and Gates.

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

Dated at Johannesburg on this the 26th of January 1996.

Melman & McCarthy, Plaintiff's Attorneys, Suite 301, His Majesty's Building, Joubert Street, Johannesburg. (Tel. 838-4731.); N. C. H. Bouwman, Sheriff of the Supreme Court, Overvaal, 28 Kruger Avenue, Vereeniging. [Tel. (0164) 21-3400.] (Ref. D. McCarthy/J. Soma/MN2178.)

Case No. 26728/1995
PH 196

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

In the matter between **NBS BANK LIMITED,** Plaintiff, and **MOLOBI: SOLOMON RONNIE,** First Defendant, **MOLUBI: MAMAPULANI MOLLY,** 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 office of De Klerk, Vermaak & Partners Inc., Attorneys, Overvaal Building, 28 Kruger Avenue, Vereeniging, on the 29th day of February 1996 at 10:00 of the undermentioned property of the Defendants on the conditions which will lie for inspection at the offices of the Sheriff, Vereeniging, Overvaal Building, 28 Kruger Avenue, Vereeniging, prior to the sale:

Erf 5925, in the Township of Ennerdale Extension 8, Registration Division IQ, The Province of Gauteng, in extent 351 (three hundred and fifty-one) square metres, situated at 5925 Pyrrhotite Street, Ennerdale Extension 8.

The following improvements are reported to be on the property, but nothing is guaranteed: Residence; single storey dwelling, detached, built of bricks and painted plaster, under tiled roof, Floors: Fitted carpets and tiles, comprising Lounge, Dining-room, Kitchen, 3 Bedrooms, 1 Bathroom and w.c. Outbuildings: Boundary Fencing and Patio.

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

Dated at Johannesburg on this the 26th of January 1996.

Melman & McCarthy, Plaintiff's Attorneys, Suite 301, His Majesty's Building, Joubert Street, Johannesburg. (Tel. 838-4731.); N. C. H. Bouwman, Sheriff of the Supreme Court, Overvaal, 28 Kruger Avenue, Vereeniging. (Tel. (0164) 21-3400.] (Ref. D. McCarthy/J. Soma/MN6937.)

Case No. 4316/1995

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

In the matter between **UNITED BANK** (A DIVISION OF ABSA BANK LTD), Execution Creditor, and **PIETER JOHANNES VAN WYK,** Execution Debtor

In pursuance of a judgment in the above Honourable court and a warrant of execution dated 30 August 1995 the following property will be sold in execution by Property Mart, on **Thursday 29th day of February 1996, at 10:00** and from the premises of the said immovable property, namely:

Ptn 1 of Erf 1288, Strubenvale Township, Registration Division IR, Transvaal, measuring 1 472 (one thousand four hundred and seventy-two) square metres, held under Deed of Transfer Number T11223/1991 and also known as 11 Sirkel Street, Strubenvale, Springs.

Material conditions of sale:

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

2. The following improvements on the property are reported, but nothing is guaranteed: Main building: Dwelling with tile roof, consisting of entrance hall, lounge, diningroom, family room, 3 bedrooms, 2 bathrooms/toilet/shower, one shower, kitchen, scullery. Outbuildings: 2 garages, servant's room, toilet. Sundries: Nil.

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

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

Dated at Springs this 2nd day of January 1996.

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

Case No. 3962/1995

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

In the matter between **UNITED BANK** (A DIVISION OF ABSA BANK LTD), Execution Creditor, and **ARCHIEBALD SCORGIE,** 1st Execution Debtor, **NICOLETTE ADELL SCORGIE,** 2nd Execution Debtor

In pursuance of a judgment in the above Honourable Court and a warrant of execution dated 24 October 1995 the following property will be sold in execution by Property Mart on **Thursday the 29th day of February 1996, at 11:00** and from the premises of the said immovable property, namely:

Ptn 5 of Erf 626, Modder East Township, Registration Division IR, Transvaal, measuring 1 110 (one thousand one hundred and ten) square metres, held under Deed of Transfer Number T61356/1994, and also known as 18 Majuba Crescent, Eastvale, Springs.

Material conditions of sale:

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

2. The following improvements on the property are reported, but nothing is guaranteed: Main building: Dwelling with tile roof, consisting of lounge, diningroom, 3 bedrooms, 2 bathrooms, bathroom/toilet/shower, kitchen. Outbuildings: 2 garages, sundries: Nil.

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

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

Dated at Springs this 2nd day of January 1996.

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

Case No. 8053/95

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

In the matter between **NBS BANK LIMITED,** Plaintiff, and **HENDRIK RUDOLPH MINNAAR,** Defendant

Kindly take notice that pursuant to a judgment granted on the 1 December 1995 and warrant of execution dated 1 December, 1995 the following property will be sold in execution at **11:00 on Friday 8 March, 1996** at the offices of the Sheriff of the Magistrate's Court, 439 Prince George Avenue, Brakpan:

Erf 782, Brakpan Township, Registration Division IR, Transvaal, measuring 991 (nine hundred & ninety-one) sq metres.

Improvements: Single story brick/plaster under metal, lounge, dining room, entrance hall, kitchen, three bedrooms, one bath, one toilet, single garage, toilet, known as 90 Queens Avenue, Brakpan.

Terms and conditions:

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

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

Dated at Benoni on the 17 January 1996.

M. C. Gishen, for Gishen Gilchrist & Reid, 7th Floor, Momentum Building, 54 Woburn Avenue, Benoni; P.O. Box 356, Benoni, 1500. (Tel. 421-0921.) (Ref. Mrs Bluett/N1389.)

Case No. 5681/95

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

In the matter between **N B S BANK LIMITED,** Plaintiff, and **JAMES NGOBENI:** ID 6003315765089, Defendant, **VERONICA A. N. NGOBENI,** 2nd Defendant

Kindly take notice that pursuant to a judgment granted on the 19 September 1995 and warrant of execution dated 20 September, 1995 the following property will be sold in execution at **15:00 on Friday 8 March, 1996** at the offices of the Sheriff of the Magistrates Court, 66 Fourth Street, Springs:

Erf 26, Welgedacht Township, Registration Division IR, Transvaal.

Improvements: Single story brick under tile, lounge, dining room, three bedrooms, kitchen, bathroom, toilet, known as 147 Second Avenue, Welgedacht, Springs.

Terms and conditions:

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

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

Dated at Benoni on the 17 January 1996.

M. C. Gishen, for Gishen Gilchrist & Reid, 7th Floor, Momentum Building, 54 Woburn Avenue, Benoni; P.O. Box 356, Benoni, 1500. (Tel. 421-0921.) (Ref. Mrs Bluett/N1439.)

Saak No. 52017/94

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN PRETORIA GEHOU TE PRETORIA

In die saak tussen **ABSA BANK BEPERK,** Eiser, en **GRC EIENDOMME BK,** 1ste Verweerder, **JACOBUS ALBERTUS CILLIERS NIEMANDT,** 2de Verweerder

'n Eksekusieverkoping word gehou deur die Balju, Pretoria-Sentraal te NG Sinodalesentrum, Visagiestraat 234, Pretoria, op **27 Februarie 1996 om 10:00** van:

Resterende gedeelte van Gedeelte 7 ('n gedeelte van Gedeelte 1) van Erf 226, geleë in die dorp Rietfontein, Registrasie Afdeling J.R., Transvaal, groot 1 061 vierkante meter, gehou kragtens Akte van Transport T29263/93 (beter bekend as Fredriekastraat 794, Rietfontein).

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

Verbeterings: 'n Baksteen woonhuis met sinkdak, staalplafonne en volvloermatte, bestaande uit 'n ingangsportaal, sitkamer, kombuis, 3 slaapkamers, 1 badkamer met bad en toilet en 1 badkamer met stort en toilet. *Buitegeboue:* Enkel motorhuis, 2 motorafdakke, bediendekamer, toilet en waskamer.

Die eiendom is gesoneer vir woondoeleindes.

Besigtig voorwaardes by Balju Pretoria-Sentraal, Messcor Huis, Margarethastraat 30, Pretoria.

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

Saak No. 66371/95

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **ABSA BANK BEPERK,** Eiser, en **PIETER JOHANNES PRETORIUS,** 1ste Verweerder, **PETRONELLA MAGRIETHA PRETORIUS,** 2de Verweerder

'n Eksekusieverkoping word gehou deur die Balju Kempton Park by die kantore van die Balju te Parkstraat 8, Kempton Park, op **29 Februarie 1996 om 10:00** van:

Erf 277, geleë in die dorpsgebied Clayville, Registrasie Afdeling J.R., Transvaal, groot 1 076 vierkante meter, gehou kragtens Akte van Transport T82382/91 (beter bekend as Annweg 16, Clayville).

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

Verbeterings: 'n Baksteen woonhuis met teëldak, bestaande uit 'n ingangsportaal, sitkamer, eetkamer, kombuis, opwaskamer, 3 slaapkamers, 2 badkamers met bad en toilet. Buitegeboue: Enkel motorhuis, motorafdak en toilet.

Besigtig voorwaardes by Balju, Kempton Park, Parkstraat 8, Kempton Park.

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

Saak No. 71729/95

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN PRETORIA GEHOU TE PRETORIA

In die saak tussen **ABSA BANK BEPERK,** Eiser, en **PETRUS JOHANNES MARTHINUS DANIEL VAN DER SCHYFF,** 1ste Verweerder, **NERINA LORRAINE VAN DER SCHYFF,** 2de Verweerder

'n Eksekusieverkoping word gehou deur die Balju, Pretoria-Sentraal te NG Sinodalesentrum, Visagiestraat 234, Pretoria op **27 Februarie 1996 om 10:00** van:

'n Eenheid bestaande uit Deel 10 soos aangetoon en vollediger beskryf op Deelplan No. SS50/1977 in die skema bekend as Johanneshof ten opsigte van die grond en gebou of geboue geleë te Erf 189, Rietfontein dorpsgebied Plaaslike Owerheid, Stadsraad van Pretoria, van welke deel die vloeroppervlakte volgens voormelde deelplan 121 (een honderd een-en-twintig) 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 Deeltitel ST50/1977 (10) (unit), beter bekend as Johanneshof No. 10, 14de Laan 512, Rietfontein.

Besonderhede van die eiendom en verbeterings daarop word hiermee verstrek, maar nie gewaarborg nie. *Verbeterings:* 'n Baksteen duplex woonstel met volvloermatte en teëlvloere, bestaande uit 'n sit/eetkamer, stoep, kombuis, 3 slaapkamers en 1 badkamer met bad en toilet. Buitegeboue: 1 Motorafdak.

Die eiendom is gesoneer vir woondoeleindes.

Besigtig voorwaardes by Balju Pretoria-Sentraal, Messcor Huis, Margarethastraat 30, Pretoria.

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

Saak No. 3771/95

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN ROODEPOORT GEHOU TE ROODEPOORT

In die saak tussen **EERSTE NASIONALE BANK VAN SUIDELIKE AFRIKA BEPERK** (REGISTRASIE NOMMER 05/01225/06), Eiser, en **FAZILA ISMAIL,** Verweerder

Ingevolge uitspraak van bogenoemde Agbare Hof en 'n lasbrief tot eksekusie gedateer 27 September 1995 sal hierdie ondervermelde eiendom geregtelik verkoop word op **28 Februarie 1996 om 10:00,** te die verkoopslokaal van die Balju, Klaburn Hof, Ockersestraat 22B, Krugersdorp aan die persoon wat die hoogste aanbod maak, nl:

Erf 945, Azaadville Uitbreiding 1 Dorpsgebied, Registrasie Afdeling, I.Q. Provinsie Gauteng, groot 858 (agthonderd agt-en-vyftig) vierkante meter, gehou kragtens T18808/1986, bekend as Admirali Crescent 45, Azaadville Uitbreiding 1.

Die volgende verbeterings is op die eiendom geleë maar in hierdie verband word niks gewaarborg nie: Sinkdakwoonhuis bestaande uit ingangsportaal, sitkamer, gesinskamer, eetkamer, studeerkamer, kombuis, opwaskamer, slaapkamers (2), badkamers (2), toilette (3), aantrekkamer, motorhuis (2), 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 verkoopsvoorwaardes lê ter insae by die kantore van die Balju.

Gedateer te Roodepoort hierdie 22ste dag van Januarie 1996.

Herman Van der Merwe & Dunbar, Dieperinkstraat 11, Roodepoort. (Tel. 760-1645/6.) (Verw. Mev. Le Roux/50467.)

Case No. 20530/95

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **THE STANDARD BANK OF SA LTD,** Plaintiff, and **NTOBA JOHANNES MOTLHAMME,** 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 office of the Sheriff Wonderboom, Portion 83, De Onderstepoort (just north of the Sasko Mills, old Warmbaths Road, Bon Accord) on Friday, **23 February 1996 at 11:00,** of the undermentioned property of the Defendants on the conditions to be read out by the auctioneer at the time of the sale and which conditions may be inspected at the offices of the Sheriff prior to the sale:

Erf 392, situated in the town Soshanguve-M, Registration Division JR, Transvaal, measuring 450 (four hundred and fifty) square metres, held by virtue of Deed of Transfer T28922/94, subject to the conditions therein contained.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: Dwelling consisting of family room, kitchen, 3 bedrooms, bathroom and wc.

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 22nd day of January 1996.

E. M. Eybers, for Adams & Adams, Shorburg, 429 Church Street, Pretoria. [Tel. (012) 320-8500.] (Ref. EME/ep S1307/95.)

Case No. 19893/95

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **NEDCOR BANK LIMITED,** Plaintiff, and **M. S. THEBE,** 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 Deputy Sheriff of Wonderboom/Soshanguve, at Portion 83, De Onderstepoort, (north of Sasko Mills), old Warmbath Road on **23rd February 1996 at 11:00,** of the undermentioned property of the Defendant, on the conditions of sale to be read out by the auctioneer at the time of the sale:

Erf 23431, Mamelodi Ext 4, Registration Division JR in extent 260 (two hundred and sixty) square metres.

The following information is furnished, though in this regard nothing is guaranteed: The property consists of a three bedroom house (70 m^2) one toilet & bathroom, kitchen, lounge, and dining room.

Terms: The sale is without reserve. Deposit of 10% of the purchase price in cash on the day of the sale, the balance against transfer to be secured by a bank or building society guarantee, to be approved by the Plaintiff's attorney and to be furnished to the Deputy Sheriff Wonderboom/Soshanguve within 14 days after the date of the sale.

Conditions: The conditions of sale may be inspected at the office of the Deputy Sheriff, Wonderboom/Soshanguve, Portion 83, De Onderstepoort, (north of Sasko Mills), old Warmbath Road.

Dated at Pretoria on this 11th day of January 1996.

A. J. Weyers, for Weyers & Efstratiou, Attorneys, 775 Schoeman Street, Arcadia, Pretoria. Dx. 170. (Tel. 343-0849.) (Fax. 343-0655.) (Ref. Mr Weyers/W1800/95.)

Saaknommer 93/33044

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Witwatersrandse Plaaslike Afdeling)

In die saak tussen **ABSA BANK BEPERK,** Eiser, en **HEIGAN: MARTHINUS PETRUS JACOBUS,** Verweerder

Ter uitwinning van 'n vonnis van die Hooggeregshof van Suid-Afrika (Witwatersrandse Plaaslike Afdeling) in bogemelde saak, sal 'n verkoping sonder 'n reserweprys gehou word te Die Balju, De Klerk Vermaak & Vennote Ing., Overvaalgebou, Krugerlaan, Vereeniging, op die **7de dag van Maart 1996 om 10:00** van die ondervermelde eiendom van die Verweerder wat deur die Venduafslaer gelees sal word ten tye van die verkoping en welke voorwaardes by die kantore van die Balju van die Hooggeregshof van Vereeniging, voor die verkoping ter insae sal lê:

Sekere: (1) Erf 83, Ironsyde Dorpsgebied, Registrasie Afdeling I.Q., Provinsie Pretoria Witwatersrand Vereeniging, groot 3 349 vierkante meter (drie drie vier nege) vierkante meter (De Wetstraat 83, Ironside, Meyerton).

Die volgende inligting word verskaf insake verbeterings, alhoewel geen waarborg in verband daarmee gegee kan word nie. Bestaande uit leë erf.

(2) Erf 429 Ironsyde Dorpsgebied, Registrasie Afdeling I.Q., Provinsie Pretoria Witwatersrand Vereeniging, groot 1 784 vierkante meter (een sewe agt vier) vierkante meter (Haigstraat 429, Ironside, Meyerton.)

Die volgende inligting word verskaf insake verbeterings, alhoewel geen waarborg in verband daarmee gegee kan word nie. Bestaande uit leë erf.

(3) Erf 696 Ironsyde Dorpsgebied, Registrasie Afdeling I.Q., Provinsie Pretoria Witwatersrand Vereeniging, groot 1 772 vierkante meter (een sewe sewe twee) vierkante meter (naaste Dwarsstraat, Printerstraat, Ironside, Meyerton.)

Die volgende inligting word verskaf insake verbeterings, alhoewel geen waarborg in verband daarmee gegee kan word nie. Bestaande uit leë erf.

(4) Erf 798 Ironsyde Dorpsgebied, Registrasie Afdeling I.Q., Provinsie Pretoria Witwatersrand Vereeniging, groot 2 582 vierkante meter (twee vyf agt twee) vierkante meter (naaste Dwarsstraat, St Johnsweg, Ironside, Meyerton.)

Die volgende inligting word verskaf insake verbeterings, alhoewel geen waarborg in verband daarmee gegee kan word nie. Bestaande uit leë erf.

(5) Erf 889 Ironsyde Dorpsgebied, Registrasie Afdeling I.Q., Provinsie Pretoria Witwatersrand Vereeniging, groot 2 009 vierkante meter (twee nul nul nege) vierkante meter (naaste Dwarsstraat, St Johnsweg, Ironside, Meyerton.)

Die volgende inligting word verskaf insake verbeterings, alhoewel geen waarborg in verband daarmee gegee kan word nie. Bestaande uit leë erf.

(6) Erf 26 Valley Settlements AH No. 4 Dorpsgebied, Registrasie Afdeling I.R., Provinsie Pretoria Witwatersrand Vereeniging, groot 20 215 hektaar (twee nul twee een vyf) hektaar (Rolbosstraat 26, Valley Settlements, Meyerton.)

Die volgende inligting word verskaf insake verbeterings, alhoewel geen waarborg in verband daarmee gegee kan word nie: Woonhuis met teëldak bestaande uit sitkamer, eetkamer, 1 slaapkamer (swak toestand).

Buitegeboue bestaande uit drie motorhuise.

(7) Erf 61 Ohenimuri, Dorpsgebied, Registrasie Afdeling I.Q., Provinsie Pretoria Witwatersrand Vereeniging, groot 991 vierkante meter (nege nege een) vierkante meter (Golfcourseweg 61, Ohenimuri Dorpsgebied, Meyerton.)

Die volgende inligting word verskaf insake verbeterings, alhoewel geen waarborg in verband daarmee gegee kan word nie: Bestaande uit leë erf.

Terme: 10% (tien persent) van die koopprys in kontant betaal en onmiddellik na afloop van die verkoping, en ten opsigte van die balans betaalbaar teen registrasie van transport, moet 'n bank- of bougenootskap- of ander aanneembare waarborge binne 14 (veertien) dae vanaf datum van verkoping verskaf word. Vendukoste betaalbaar op die dag van verkoping, sal soos volg bereken word: 5% (vyf persent) op die opbrengs van die verkoping tot 'n prys van R20 000,00 (twintig duisend rand) en daarna 3% (drie persent) tot 'n maksimum bedrag van R6 000,00 (sesduisend rand) en 'n minimum heffing van R200,00 (tweehonderd rand).

Gedateer te Johannesburg op hierdie 12de dag van Januarie 1996.

Van Wyk de Vries, Eiser se Prokureurs, 42ste Verdieping, Carltonsentrum, Johannesburg. (Tel. 331-9128.) (Verw. M. Postma/jf U16047.)

Saak No. 13270/95

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **EERSTE NASIONALE BANK VAN SA BEPERK,** Eiser, en **BRIAN LEONARD JACOBY,** Eerste Verweerder, **FREDA BARBARA JACOBY,** Tweede Verweerder

Geliewe kennis te neem dat in opvolging van 'n Vonnis in bogemelde aksie toegestaan op 25 Oktober 1995, sal die ondergemelde onroerende eiendom, geregistreer in die naam van die Verweerder, sonder 'n reserweprys, deur die Balju in Eksekusie verkoop word op **1 Maart 1996 om 11:00:**

Erf 1067, geleë in die dorpsgebied van Doornpoort, Registrasie Afdeing JR Gauteng, grootte 1 000 vierkante meter, gehou kragtens Akte van Transport No. T.2509/1995. Die eiendom is ook beter bekend as Wattlestraat 718, Doornpoort).

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 staan teëldak, bestaande uit klinkermure met 'n ingangsportaal, sitkamer, gesinskamer, eetkamer, kombuis, aparte opwaskamer, 3 slaapkamers, 2 badkamers, 2 toilette en buitegeboue bestaande uit 2 motorhuise, 'n swembad, plaveisel en ten volle omhein.

Zonering: Residensieël.

Verkoopsvoorwaardes: Die Verkoopsvoorwaardes 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 24ste dag van Januarie 1996.

G. van den Burg, vir Rorich Wolmarans & Luderitz, Ons Eerste Volksbankgebou, Kerkplein 32, Mutuallaan, Pretoria. (Tel. 325-3933.) (Verw. F296/B1/VD BURG/AVDP.)

Case No. 95/12760
PH 396

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA BANK LIMITED,** trading as ALLIED BANK, Execution Creditor, and **SEARLE, STEPHEN,** 1st Execution Debtor, **SEARLE, FRANCIS,** 2nd Execution Debtor

Be pleased to take notice that on Thursday, **the 29th day of February 1996 at 10:00** the undermentioned property will be sold in execution at the offices of the Sheriff of the Supreme Court, 131 Marshall Street, Johannesburg:

Certain Section No. 7 Harley Gardens, Yeoville Township, The Province of Gauteng, measuring 107 (one hundred and seven) square metres and held by Deed of Transfer No. ST13482/1994, situate at 8 Harley Gardens, Harley Street, Yeoville.

Description: A sectional title unit consisting of lounge, dining room, two bedrooms, one full bathroom and kitchen.

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

2. The purchaser shall pay 10% 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, 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 of sale can be inspected at the Sheriff's office and will be read out prior to the sale.

Dated at Johannesburg on this the 15th day of January 1996.

J. Booyens, for Van de Venter, Meiring Inc., Attorneys for Plaintiff, Suite 715, Seventh Floor, Carlton International Trade Centre, Commissioner Street, Johannesburg. [Tel. (011) 886-0500.] (Ref. J. Booyens/Z21807.)

Saak No. 95/12760
PH 396

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Witwatersrandse Plaaslike Afdeling)

In die saak tussen **ABSA BANK LIMITED,** h/a ALLIED BANK, Eksekusieskuldeiser, en **SEARLE, STEPHEN,** 1ste Eksekusieskuldenaar, **SEARLE, FRANCIS,** 2de Eksekusieskuldenaar

'n Verkoping sonder voorbehoud, sal gehou word by die Kantore van die Balju te Marshallstraat 131, Johannesburg, om **10:00 op Donderdag die 29ste dag van Februarie 1996,** van die ondergenoemde eiendom op voorwaardes wat geïnspekteer mag word by die kantore van die Balju voor die verkoping:

Deeltitel No. 7 Harley Gardens, Yeoville Dorpsgebied, Die Gauteng Provinsie, grootte 107 vierkante meter en gehou deur Akte van Transport No. ST13482/1994, synde Harley Gardens 8, Harleystraat, Yeoville.

Verbeterings soos hieronder beskryf is nie gewaarborg nie. Die eiendom bestaan uit: Geboue en verbeterings: 'n Deeltitel met sitkamer, eetkamer, twee slaapkamers, badkamer en kombuis. Buitegeboue: Enkelmotorhuis, motorafdak, bediendekamer en toilet.

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 15de dag van Januarie 1996.

J. Booyens, vir Van de Venter, Meiring Ing., Eksekusieskuldeiser se Prokureurs, Suite 715, Sewende Verdieping, Carlton International Trade Centr, Commissionerstraat, Johannesburg. [Tel. (011) 886-0500.] (Verw. J. Booyens/Z21807.)

Case No. 95/22647
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 **BELLOSTI, FERNANDA MARIA,** Execution Debtor

Be pleased to take notice that on **Thursday, the 29th day of February 1996 at 10:00,** the undermentioned property will be sold in execution at the offices of the Sheriff of the Supreme Court, 131 Marshall Street, Johannesburg:

Certain Erven 1907 and 1908, Kensington Township, Registration Division I.R., The Province of Gauteng; measuring 495 (four hundred and ninety-five) square metres and held by Deed of Transfer No. T8009/95, situated at 158 Roberts Avenue, Kensington.

Description: A dwelling consisting of entrance hall, lounge, dining room, three bedrooms, one full bathroom, bathroom with toilet, two sunrooms, breakfast nook and kitchen. *Outbuildings:* Single garage, carport, maid's quarters and toilet.

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

2. The purchaser shall pay 10% 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 15th day of January 1996.

J. Booyens, for Van de Venter, Meiring Inc., Attorneys for Plaintiff, Suite 715, Seventh Floor, Carlton International Trade Centre, Commissioner Street, Johannesburg. [Tel. (011) 886-0500.] (Ref. J. Booyens/Z23840.)

Saak No. 95/22647
PH 396

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Witwatersrand Plaaslike Afdeling)

In die saak tussen **ABSA BANK LIMITED h/a UNITED BANK,** Eksekusieskuldeiser, en **BELLOSTI, FERNANDA MARIA,** Eksekusieskuldenaar

'n Verkoping sonder voorbehoud, sal gehou word by die Kantore van die Balju te Marshallstraat 131, Johannesburg, op **Donderdag, die 29ste dag van Februarie 1996 om 10:00,** van die ondergenoemde eiendom op voorwaardes wat geïnspekteer mag word by die kantore van die Balju voor die verkoping:

Erf 1907 en Erf 1908, Kensington Dorpsgebied, Registrasie Afdeling I.R., die Gauteng Provinsie, grootte 495 vierkante meter en gehou deur Akte van Transport No. T8009/95, synde Robertslaan 158, Kensington.

Verbeterings soos hieronder beskryf is nie gewaarborg nie. Die eiendom bestaan uit: Geboue en verbeterings: 'n Huis met ingangsportaal, sitkamer, eetkamer, drie slaapkamers, badkamer met toilet en stort, badkamer met toilet, twee sonkamers, ontbythoekie en kombuis. *Buitegeboue:* Enkelmotorhuis, motorafdak, bediendekamer en toilet.

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 15de dag van Januarie 1996.

J. Booyens, vir Van de Venter, Meiring Ing., Eksekusieskuldeiser se Prokureurs, Suite 715, Sewende Verdieping, Carlton International Trade Centre, Commissionerstraat, Johannesburg. [Tel. (011) 886-0500.] (Ref. J. Booyens/Z23840.)

Saak No. 4555/92

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN WONDERBOOM GEHOU TE PRETORIA NOORD

In die saak tussen **BAROTTI FURNITURE,** Eiser, en **AARON BALOYI,** Verweerder

Ooreenkomstig 'n vonnis van die Landdros in die bogemelde Agbare Hof en 'n lasbrief tot uitwinning, sal die ondergenoemde eiendom as 'n eenheid, op die **1ste dag van Maart 1996 om 11:00,** te Balju Kantoor, Gedeelte 83, De Onderstepoort, ou Warmbadpad, Bon Accord, per publieke veiling deur die Balju, Pretoria-Noord, verkoop word:

Die reg titel en belang van Erf 906, Blok M, tesame met die verbeteringe of geboue daarop geleë in die Dorpsgebied van Soshanguve gehou kragtens Akte van Transport No. T84318/92, grootte 633 vierkante meter.

Verbeterings (ten opsigte waarvan egter geen waarborg gegee kan word nie): Losstaande baksteen en of sement woonhuis onder sinkdak bestaande uit: Drie slaapkamers, twee toilette, kombuis, een badkamer, eetkamer en een motorhuis.

Die wesentlike voorwaardes van verkoop is:

1. Voetstoots en sonder reserwe.

2. Deposito van 10% kontant by toeslaan van bod. Waarborg vir belans binne 30 (dertig) dae na veiling.

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

4. Verdere voorwaardes by Balju vir insae.

Geteken te Pretoria-Noord hierdie 22ste dag van Januarie 1996.

H. C. Smalbergera, vir Hack Stupel & Ross, H S R Gebou, Emily Hobhouselaan 264, Pretoria-Noord. (Verw. Smalberger/B70/4/cn.)

Saak No. 72633/95

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaal Provincial Division)

In die saak tussen **EERSTE NASIONALE BANK VAN SUIDELIKE AFRIKA BEPERK,** Eiser, en **JOHANNES JACOBUS MAARTENS,** Verweerder

Geliewe kennis te neem dat in opvolging van 'n vonnis in bogemelde aksie toegestaan op 6 Desember 1995 sal die ondergemelde onroerende eiendom, geregistreer in die naam van die Verweerder, sonder 'n reserweprys deur die Balju in eksekusie verkoop word op **27 Februarie 1996 om 10:00:**

Gedeelte No. 51 soos aangetoon en vollediger beskryf op Deelplan No. SS85/1980 in die skema bekend as Kingsway ten opsigte van die grond en gebou of geboue geleë te Erf 1, Trevenna, Pretoria, in die Plaaslike Bestuur van Sentraal Pretoria Metropolitaanse Substruktuur, welke deel van die vloeroppervlakte volgens voormelde deelplan 56 (ses en vyftig) vierkante meter is; en

'n onderveelde aandeel in die gemeenskaplike eiendom in die skema aan genoemde deel toegedeel in ooreenstemming met die deelnemingskwota van genoemde deel soos op genoemde deelplan aangeteken en gehou kragtens Sertifikaat van Geregistreerde Deeltitel No. ST. 45369/95.

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

Verbeterings: Die volgende verbeterings is op die eiendom aangebring alhoewel geen waarborg daartoe verskaf word nie: 1 klinkersteen woonstel onder hoë sinkdak bestaande uit sitkamer, kombuis, 1½ slaapkamers met toilet (WC). Gesoneer vir woondoeleindes.

Verkoopsvoorwaardes: Die Verkoopsvoorwaardes lê ter insae by die kantore van die Balju Pretoria Sentraal, Messcor Huis, Margarethastraat 30, Pretoria, waar dit gedurende normale kantoorure geïnspekteer kan word.

Gedateer te Pretoria op hierdie die dag van Januarie 1996.

D. Pieterse, vir Rooth & Wessels, Eerste Nasionale Bankgebou, 2de Vloer, Kerkplein, Pretoria. (Tel. 325-2940.) (Verw. W. Spray/F17299.)

Case No. 95/11380

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

In the matter between **NBS BANK LIMITED,** Plaintiff, and **ANNA-MARLENE NEETHLING,** Defendant

Pursuant to a Judgment granted by the above Honourable Court dated the 12th December 1995, and a Warrant of Execution, the undermentioned property will be sold in execution on the **23rd day of February 1996 at 15:00** at 66 Fourth Street, Springs, to the highest bidder:

Property description: Erf 140, Selection Park Township, Registration Division I R Transvaal, measuring 1 301 (one thousand three hundred and one) square metres, held under Deed of Transfer No. T9909/1995, also known as 52 Nigel Road, Selection Park, Springs.

Improvements; Dwelling with plastered walls under iron roof consisting of 3 bedrooms, bathroom, kitchen, lounge, dining-room and garage.

Terms and conditions:

1. 10% (ten per centum) of the purchase price to be paid on the date of sale and the balance together with interest to be paid or secured by an approved bank or building society guarantee within fourteen (14) days of the date of the sale.

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

3. The purchaser shall be liable for all outstanding rates and taxes.

4. The complete conditions of sale may be inspected at the office of the Sheriff of the Magistrate's Court, Springs.

Dated at Springs this 18th day of January 1996.

Hammerschlag Gishen Stoloff De Swardt Inc., Plaintiff's Attorneys, 6th Floor, Standard Bank Arcade, corner of 3rd Avenue and 4th Street, P.O. Box 184, Springs. [Tel. (011) 812-2400.]

Case No. 95/10864

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

In the matter between **NBS BANK LIMITED,** Plaintiff, and **MACDONALD VUSI KAWA,** 1st Defendant, **MAGARETH KAWA,** 2nd Defendant

Pursuant to a Judgment granted by the above Honourable Court dated the 15th December 1995, and a Warrant of Execution, the undermentioned property will be sold in execution on the **23rd day of February 1996 at 15:00** at 66 Fourth Street, Springs, to the highest bidder:

Property description: A unit consisting of

(a) Section No. 14, as shown and more fully described on Sectional Plan No. SS 23/1989, in the scheme known as Wandel Court in respect of the land and building or buildings situated at Springs Township, Springs Local Authority, of which section the floor area, according to the said sectional plan, is 59 (fifty-nine) square metres in extent ("the mortgaged section") 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. ST 1911/1995. Also known as Flat 23, Wandel Court, Second Street, Springs.

Improvements: Flat consisting of kitchen, bathroom, bedroom and lounge.

Terms and conditions:

1. 10% (ten per centum) of the purchase price to be paid on the date of sale and the balance together with interest to be paid or secured by an approved bank or building society guarantee within fourteen (14) days of the date of the sale.

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

3. The purchaser shall be liable for all outstanding rates and taxes.

4. The complete conditions of sale may be inspected at the Office of the Sheriff of the Magistrate's Court, Springs.

Dated at Springs this 16th day of January 1996.

Ian M. Stoloff, for Hammerschlag Gishen Stoloff De Swardt Inc., Plaintiff's Attorneys, 6th Floor, Standard Bank Arcade, corner of 3rd Avenue and 4th Street, P.O. Box 184, Springs. [Tel. (011) 812-2400.]

Case No. 26905/95

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **NEDCOR BANK LIMITED,** Plaintiff, and **NAIDU: KERAPPA,** First Defendant, **NAIDU: WASMATHY,** Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of the Sheriff of the Supreme Court, 131 Marshall Street, Johannesburg at **10:00 on Thursday, 29 February 1996,** of the undermentioned property of the Defendants on conditions to be read out by the Auctioneer at the time of the sale and which may be inspected at the office of the Sheriff of the Supreme Court prior to the sale:

Certain: Portion 48 of Erf 724, Kew Township, Registration Division I.R., The Province of Gauteng, area 1 487 (one thousand four hundred and eighty-seven) square metres, situation 76 Second Avenue, Kew.

Improvements (not guaranteed): "A house under tiled roof consisting of 3 bedrooms, 2 bathrooms, kitchen, lounge, diningroom, familyroom, study, garage, storeroom, swimming pool with brick walls around property."

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 R100 and all prospective purchasers are required prior to the sale to pay to the Sheriff a registration deposit of R2 000 either in cash or bank cheque, which deposit will immediately be refunded if no sale results.

Dated at Johannesburg on 22 January 1996.

F. R. J. Jansen, for Jansen - Potter, Plaintiff's Attorneys, 25th Floor, Carlton Centre, Commissioner Street, Johannesburg. (Tel. 331-8535.) (Ref. ForeclosuresZ519.)

Case No. 95/20698

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **NEDCOR BANK LIMITED,** Plaintiff, and **KEMPEN: JAHN ALBERT,** First Defendant, **KEMPEN: ANTHONETTE,** Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of the Sheriff of the Supreme Court, 9 Elna Randhof Building, corner of Selkrik and Blairgowrie Drives, Randburg at **10:00 on Tuesday, 27 February 1996,** of the undermentioned property of the Defendants on conditions to be read out by the Auctioneer at the time of the sale and which may be inspected at the office of the Sheriff of the Supreme Court prior to the sale:

Certain: Remaining extent of Erf 128, Fontainebleau Township, Registration Division I.Q., The Province of Gauteng, area 1 722 (one thousand seven hundred and twenty-two) square metres, situation 99 Elise Road, Fontainebleau.

Improvements (not guaranteed): "A house under iron roof consisting of 2 bedrooms, bathroom, kitchen, lounge, diningroom, carport, swimming pool with precast and brick walls around property".

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 Johannesburg on 22 January 1996.

F. R. J. Jansen, for Jansen - Potter, Plaintiff's Attorneys, 25th Floor, Carlton Centre, Commissioner Street, Johannesburg. (Tel. 331-8535.) (Ref. ForeclosuresZ734.)

Case Number 95/03275

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **FIRST NATIONAL BANK OF SOUTHERN AFRICA LIMITED,** Plaintiff, and **GERT KOTZÉ,** 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 for Johannesburg North at the offices of the Sheriff of the Supreme Court for Johannesburg East and North, 131 Marshall Street, Johannesburg, on **Thursday, 7th day of March 1996 at 10:00** of the undermentioned property of the Defendant on the Conditions to be read out by the Auctioneer at the time of the sale, and which conditions will lie for inspection at the offices of the Sheriff of the Supreme Court for Johannesburg North at the offices of the Sheriff of the Supreme Court for Johannesburg East and North, 131 Marshall Street, Johannesburg, prior to the sale:

Certain: Erf 396, Pageview Township, Registration Division I.R., Transvaal, situated at 24 - 23rd Street, Pageview, Johannesburg, measuring 248 square metres, held by Deed of Transfer No. T. 19763/19943.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: A brick dwelling house with tile roof, consisting of a lounge, dining room, kitchen, 3 bedrooms, bathroom, toilet and garage.

Terms: 10% (Ten percent) of the purchase price in cash on the day of the sale, the balance payable against registration of Transfer, to be secured by bank or building society or other acceptable guarantee to be furnished within 14 (Fourteen) days from 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).

Dated at Johannesburg this 26th day of January 1996.

M. J. Boyce, for Cloete & Boyce, Plaintiff's Attorneys, No. 16 6th Avenue, Lower Houghton, Johannesburg, P.O. Box 9030, Johannesburg, 2000. (Tel. 483-3416.)

Case Number 95/03275

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **FIRST NATIONAL BANK OF SOUTHERN AFRICA LIMITED,** Plaintiff, and **GERT KOTZÉ,** 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 for Johannesburg North at the offices of the Sheriff of the Supreme Court for Johannesburg East and North, 131 Marshall Street, Johannesburg, on **Thursday, 7th day of March 1996 at 10:00** of the undermentioned property of the Defendant on the Conditions to be read out by the Auctioneer at the time of the sale, and which conditions will lie for inspection at the offices of the Sheriff of the Supreme Court for Johannesburg North at the offices of the Sheriff of the Supreme Court for Johannesburg East and North, 131 Marshall Street, Johannesburg, prior to the sale:

Certain: Erf 396, Pageview Township, Registration Division I.R., Transvaal, situated at 24 - 23rd Street, Pageview, Johannesburg, measuring 248 square metres, held by Deed of Transfer No. T. 19763/19943.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: A brick dwelling house with tile roof, consisting of a lounge, dining room, kitchen, 3 bedrooms, bathroom, toilet and garage.

Terms: 10% (Ten percent) of the purchase price in cash on the day of the sale, the balance payable against registration of Transfer, to be secured by bank or building society or other acceptable guarantee to be furnished within 14 (Fourteen) days from 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).

Dated at Johannesburg this 26th day of January 1996.

M. J. Boyce, for Cloete & Boyce, Plaintiff's Attorneys, No. 16 6th Avenue, Lower Houghton, Johannesburg, P.O. Box 9030, Johannesburg, 2000. (Tel. 483-3416.)

Case No. 95/16603
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 **NKOSI, THANDI CRESCENTIA,** 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 **1 March 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:

Certain Erf 6297, situated in the Township of Vosloorus Extension 9, Registration Division I.R. Transvaal; being 6297 Vosloorus Extension 9, Boksburg, measuring 315 (three hundred and fifteen) square metres.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: A detached single storey brick built residence with 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 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 (twintig 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 24th day of January 1996.

B. W. Webber, for Ramsay, Webber and Company, Plaintiff's Attorneys, 5th Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Tel: 838-5451.) (Ref: Foreclosures/fp/N365.)

Case No. 95/28251
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 **LEWIS, GEORGE DAVID,** 1st Execution Debtor, and **LEWIS, JENNIFER LOUISE,** 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 office of De Klerk, Vermaak and Partners Attorneys, Overvaal Building, 28 Kruger Avenue, Vereeniging, on the **29 February 1996 at 10:00** of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of Attorneys De Klerk, Vermaak and Partners, Overvaal Building, 28 Kruger Avenue, Vereeniging, prior to the sale:

Certain Portion 19 of Erf 6657, situated in the Township of Ennerdale Extension 2, Registration Division I.Q. Transvaal; being 88 Hedera Street, Ennerdale Extension 2, Vereeniging, measuring 360 (three hundred and sixty) square metres.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: A detached single storey brick built residence with tiled roof, comprising kitchen, lounge/dining room, 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 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 23 January 1996.

B. W. Webber, for Ramsay, Webber and Company, Plaintiff's Attorneys, 5th Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/fp/L.344.)

Case No. 33969/94
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 **MABUDAFHASI, 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 **29 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, Soweto East, 32 Von Brandis Street, Johannesburg, prior to the sale:

Certain Erf 5785, Zone 5, situated in the Township of Pimville, Registration Division I.Q. Gauteng; being 5785 Zone 5 Pimville, Soweto, Johannesburg, measuring 300 (three hundred) square metres.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: A detached single storey brick built residence with asbestos 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 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 24 January 1996.

Ramsay, Webber and Company, Plaintiff's Attorneys, 5th Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/avb/M982.)

Case No. 13706/95

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

NEDCOR BANK LIMITED, Plaintiff, **MPHIKELELI SOLOMON NKOSI,** Defendant

A Sale in Execution of the undermentioned property is to be held without reserve at The Front of the Magistrate's Court, Ermelo on **Thursday, the 29th day of February, 1996 at 10:00:**

Full conditions of sale can be inspected at the Sheriff Ermelo, G. F. Botha & Van Dyk Building, corner of Kerk and Joubert Streets, Ermelo 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 Site 3475, in the Township of Wesselton Extension 2, Registration Division IT, Transvaal.

Improvements: Lounge, 2 bedrooms, bathroom, kitchen.

Hack Stupel & Ross, Attorneys for the Plaintiff, P.O. Box 2000, Pretoria. [Tel. (012) 325-4185.] (Ref. Mr B. du Plooy/LVDM/GT2560.)

Case No. 11423/95

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

NEDCOR BANK LIMITED, Plaintiff, **MUZI AMOS SIGUDU,** Defendant

A Sale in Execution of the undermentioned property is to be held without reserve at The Front of the Magistrate's Court, Ermelo on **Thursday, the 29th day of February, 1996 at 10:00:**

Full conditions of sale can be inspected at the Sheriff Ermelo, G. F. Botha & Van Dyk Building, corner of Kerk and Joubert Streets, Ermelo 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 Site 3213, in the Township of Wesselton Extension 2, Registration Division IT, Transvaal.

Improvements: Lounge, 2 bedrooms, bathroom, kitchen.

Hack Stupel & Ross, Attorneys for the Plaintiff, P.O. Box 2000, Pretoria. [Tel. (012) 325-4185.] (Ref. Mr B. du Plooy/LVDM/GT2522.)

Case No. 14357/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **NEDCOR BANK LIMITED,** Plaintiff, and **ANDRE TIMMS,** 1st Defendant, **LINDA MAGRIETA TIMMS,** 2nd Defendant

A Sale in Execution of the undermentioned property is to be held without reserve at The Sheriff, Vereeniging, offices of De Klerk, Vermaak & Partners, Overvaal Building, 25 Kruger Avenue, Vereeniging, on **Thursday, the 14th day of March, 1996 at 10:00:**

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

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

Property: Portion 3 of Erf 209, Riversdale Township, Registration Division IR, Transvaal, known as 207 Hoofweg, Riversdale Ext. 1.

Improvements: 3 bedrooms, kitchen, lounge, bathroom, diningroom, garage.

Hack Stupel & Ross, Attorneys for the Plaintiff, P.O. Box 2000, Pretoria. [Tel. (012) 325-4185.] (Ref. Mr B. du Plooy/LVDM/GT1774.)

Case No. 20784/95

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

NEDCOR BANK LIMITED, Plaintiff, and **JANE MARGUERITE SHORT,** Defendant

A sale in execution of the undermentioned property is to be held without reserve at the offices of the Sheriff, Fehrslane Centre, 130B Struben Street, Pretoria, on **Wednesday, the 13th day of March 1996 at 10:00:**

Full conditions of sale can be inspected at the Sheriff, Pretoria South, Edenpark, Plot 83, Lyttelton Agricultural Holdings, Centurion, and will be read out prior to the sale.

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

Property: Portion 512 (a portion of Portion 184) of the farm Randjesfontein 405, Registration Division JR, Transvaal, known as 184 Everfair Avenue, Randjesfontein.

Improvements: Unimproved ground.

Hack Stupel & Ross, Attorneys for the Plaintiff, P.O. Box 2000, Pretoria. [Tel. (012) 325-4185.] (Ref. Mr B. du Plooy/LVDM/GT2730.)

Case No. 20995/95

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

NEDCOR BANK LIMITED, Plaintiff, and **MOLEFI DAVID NHLAPO,** First Defendant, and **MAKHANTSE ALINA NHLAPO,** Second Defendant

A sale in execution of the undermentioned property is to be held without reserve at the Sheriff, Vereeniging, Offices of De Klerk, Vermaak & Partners, Overvaal Building, 28 Kruger Avenue, Vereeniging, on **Thursday, the 14th day of March 1996 at 10:00:**

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

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

Property: Erf 181, Unitas Park Extension 1 Township, Registration Division IQ, Transvaal, known as 7 Gary Player Street, Unitas Park Ext. 1.

Improvements: Single storey—Lounge, dining-room, 3 bedrooms, 2 bathrooms, kitchen, garage.

Hack Stupel & Ross, Attorneys for the Plaintiff, P.O. Box 2000, Pretoria. [Tel. (012) 325-4185.] (Ref. Mr B. du Plooy/LVDM/GT2753.)

Case No. 17550/95

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

NEDCOR BANK LIMITED, Plaintiff, and **ANTONETTE SAM,** Defendant

A sale in execution of the undermentioned property is to be held without reserve at the Sheriff Offices, First Floor, Terrace Building, 1 Eaton Terrace, New Redruth, Alberton, on **Tuesday, the 5th day of March, 1996 at 10:00:**

Full conditions of sale can be inspected at the Sheriff Alberton 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: A unit consisting of Section 3 as shown and more fully described on Sectional Plan SS26/1977 in the scheme known as Artis Court, and an undivided share in the common property as apportioned to the said section in accordance with the participation quota known as 3 Artis Court, Fifth Avenue, Alberton.

Improvements: 2 Bedrooms, bathroom, kitchen, lounge/diningroom.

Hack Stupel & Ross, Attorneys for the Plaintiff, P.O. Box 2000, Pretoria. [Tel. (012) 325-4185.] (Ref. Mr B. du Plooy/LVDM/GT2650.)

Saak No. 14868/95

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **STANDARD BANK VAN SA BEPERK** (62/00738/06), Eiser, en **ADAM PIOTROWSKI,** ID. 3805195052104, Eerste Verweerder, **STEFANIA PIOTROWSKI,** ID. 3507260029088, Tweede Verweerderes

Ten uitvoerlegging van 'n vonnis van bogemelde Hof en 'n lasbrief vir eksekusie word die volgende eiendom in eksekusie verkoop op **1 Maart 1996 om 09:00** deur die Balju vir die Hooggeregshof, Heidelberg, gehou te die Landdroshof, Begeman-straat, Heidelberg, aan die hoogste bieder:

Resterende gedeelte van Gedeelte 69 ('n gedeelte van Gedeelte 1) van die plaas Boschfontein 386, Registrasie Afdeling IR, provinsie Gauteng, groot 13,6063 hektaar, gehou kragtens Akte van Transport T33608/88.

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

Verbeterings en ligging: Woning met teëldak, sit-eetkamer, studeerkamer, kombuis, 3 slaapkamers, 2 badkamers, 2 garages, lapa, boorgat met pomp, steenplaveisel asook 'n woonstel met kombuis, badkamer met toilet en 2 slaapkamers.

Straatadres: Ribbokstraat 17, Heidelberg, Gauteng.

Reserweprys: Die eiendom word sonder reserweprys verkoop.

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

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

Verkoopvoorwaardes: Dit lê ter insae by die kantoor van die Balju vir die Hooggeregshof, Heidelberg, te Ueckermannstraat 40, Heidelberg, Gauteng.

Gedateer te Pretoria hierdie 26ste dag van Januarie 1996.

Haasbroek en Boezaart Ing., Eiser se Prokureurs, Tweede Vloer, Momentumsentrum, Westoring, Pretoriusstraat, Posbus 2205, Pretoria. (Tel. 322-4401.) (Verw. Van Rensburg/Z9565/95/BVDM.)

Saak No. 67723/95

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **EERSTE NASIONALE BANK VAN SUIDELIKE AFRIKA BEPERK,** Eiser, en **THEODORA VAN DER SANDT,** Verweerder

Geliewe kennis te neem dat in opvolging van 'n vonnis in bogemelde aksie toegestaan op 28 November 1995 sal die ondergemelde onroerende eiendom, geregistreer in die naam van die Verweerder, se eiendom, geregistreer in die naam van die Verweerder, sonder 'n reserweprys deur die Balju in eksekusie verkoop word op **27 Februarie 1996 om 10:00:**

Deel No. 98, soos aangetoon en vollediger beskryf op Deelplan No. SS1/85, in die skema bekend as Unikop ten opsigte van die grond en gebou of geboue geleë te Gezina, Pretoria in die Plaaslike Bestuur van Sentraal Pretoria Metropolitaanse Substruktuur, van welke deel die vloeroppervlakte, volgens genoemde deelplan 72 (twee-en-sewentig) vierkante meter groot is; en

'n onverdeelde aandeel in die gemeenskaplike eiendom in die skema aan genoemde deel toegedeel in ooreenstemming met die deelnemingskwota van genoemde deel soos op genoemde deelplan aangeteken, gehou onder Akte van Transport ST3491/94.

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

Verbeterings: Die volgende verbeterings is op die eiendom aangebring alhoewel geen waarborg daartoe verskaf word nie: 1 Klinkersteen woonstel onder lae sinkdak bestaande uit sit/eetkamer, kombuis, 1 1/2 slaapkamers met toilet (WC). Gesoneer vir woondoeleindes.

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

Gedateer te Pretoria op hierdie die dag van Januarie 1996.

D. Pieterse, vir Rooth & Wessels, Eerste Nasionale Bankgebou, 2de Vloer, Kerkplein, Pretoria. (Tel. 325-2940.) (Verw. W. Spray/F.17243.)

Saak No. 1909/95

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **STANDARD BANK VAN SA BEPERK** (62/00738/06), Eiser, en **NKHOLI ABRAM PITSO,** Eerste Verweerder, **NANI ELIZABETH PITSO,** Tweede Verweerder

Ten uitvoerlegging van 'n vonnis van bogemelde Hof en 'n lasbrief vir eksekusie word die volgende eiendom in eksekusie verkoop op **Woensdag, 28 Februarie 1996 om 10:00** deur die Balju vir die Hooggeregshof, Klerksdorp, gehou te die Balju se kantore, Teaklaan 11, Klerkindustria, Klerksdorp, aan die hoogste bieder:

Erf 10274, in die dorpsgebied Jouberton Uitbreiding 6, Registrasieafdeling IP, provinsie Noordwes, groot 500 vierkante meter, gehou kragtens Akte van Transport TL53217/88.

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

Straatadres: 91 Jouberton Uitbreiding 6, Klerksdorp.

Verbeterings: Teëldakwoonhuis met sitkamer, eetkamer, kombuis, 3 slaapkamers, 2 badkamers met toilette, garage, sementplaveisel en draadomheining.

Reserweprys: Die eiendom word sonder reserweprys verkoop.

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

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

Verkoopvoorwaardes: Dit lê ter insae by die kantoor van die Balju vir die Hooggeregshof, Klerksdorp, Teaklaan 11, Klerk-industria, Klerksdorp.

Gedateer te Pretoria hierdie 23ste dag van Januarie 1996.

D. A. J. van Rensburg, vir Haasbroek en Boezaart Ing., Eiser se Prokureurs, 2de Vloer, Momentumsentrum, Westoring, Pretoriusstraat, Posbus 2205, Pretoria. [Tel. (012) 322-4401.] (Verw. Van Rensburg/Z9506/95/BVDM.)

Saak No. 1368/91

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Witwatersrand Plaaslike Afdeling)

In die saak tussen **VOLKSKAS BANK BEPERK,** Eiser, en **GORDON, J. B.** Verweerder

Ten uitvoerlegging van 'n vonnis in die bogemelde Agbare Hof, gedateer die 8ste dag van Oktober 1991, en 'n lasbrief vir eksekusie word die volgende eiendom in eksekusie verkoop op die **27ste dag van Februarie 1996 om 10:00,** by die kantore van die Balju, Randburg, te Elna Rand Hof, hoek van Selkirk en Blairgowrielaan, Randburg, aan die hoogste bieder:

Erf 76, Ferndale Dorpsgebied, Registrasie Afdeling I.1, Transvaal, groot 4015 (vier duisend en vyftien) vierkante meter, gehou kragtens Akte van Transport T29947/87, geleë te Longlaan 455, Ferndale, Randburg.

Die reserweprys is R175 000,00 tesame met rente daarop teen 18,5% vanaf 1 Augustus 1995 tot datum van finale betaling.

Die eiendom bestaan uit ingang, sitkamer, eetkamer, gesinskamer, 4 slaapkamers, 2 badkamers, aparte toilet, kombuis en waskamer.

Terme en voorwaardes:

Terme: Die koopprys sal wees 10% (tien persent) daarvan by verkoping en die balans moet binne 10 dae verseker word by wyse van 'n bank- of bouverenigingwaarborg.

Voorwaardes: Die volle voorwaardes van verkoping sal ter insae lê by die kantoor van die Balju van die Hooggeregshof.

Geteken te Johannesburg op hierdie 17de dag van Januarie 1996.

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. W. A. du Randt/sj/G3.)

Case No. 70295/94

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

In the matter between **RIVIERA POOLS,** Execution Creditor, and **A. K. WEBB,** Execution Debtor

In terms of a judgment in the Magistrate's Court granted on the 17 November 1994, a sale by public auction will be held by the Sheriff/his Deputy, Pretoria East, at Fehrslaan Centre, 130B Struben Street, Pretoria on the **28 February 1996 at 10:00** to the highest bidder without reserve, and on the conditions which may now be inspected at the office of the Sheriff, and which will be read by the Sheriff before the sale of the following property owned by the Defendant:

Certain Erf Number 340, Menlo Park, Registration Division JR, Transvaal, known as 334 Brooklynn Street, Menlo Park, Pretoria, measuring 1 095 square metres, held under Deed of Transfer T6308/1989.

Improvements: Main building consist of the following: 4 bedrooms, 2 bathrooms, toilet, shower, lounge, dining room, T V room, kitchen. Outbuildings consist of the following: 1 garage, 1 servants' quarters with toilet, swimming pool. Nothing in this respect is guaranteed.

Terms: A cash deposit of ten percent (10%) of the purchase price is payable on the day of the auction, and the balance purchase price is payable, on transfer to be secured by a bank or building society or other acceptable guarantee to be furnished to the Sheriff of his Deputy within 14 days after the date of the sale.

Papadopulo–Gordon, Suite 12, Rovere, 173 Zeederberg Street, Arcadia, Pretoria. (Ref. Gordon/BK/JRI001.)

Case No. 55289/95

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

In the matter between **DIE BEHEERLIGGAAM – QUIN CENTRE,** Plaintiff, and **MR H. P. VAN DYK,** Defendant

In pursuance of a judgment in the Court of the Magistrate of Pretoria, and a warrant of execution dated 23 November 1995 the property listed hereunder, will be sold in execution at NG Sinodal Centre, 234 Visagie Street, Pretoria, on **27 February 1996 at 10:00:**

Scheme name: SS Quin Centre.

Scheme No.: 35.

Unit No.: 20.

Diagram No: 35/86.

Province: Gauteng.

Bonds: SB99896/92.

Registration Division: (CD870313).

Measuring: 73 sqm.

Held in terms of a Deed of Transfer No.: ST92629/92.

Situated at Gezina, 729.

Known as 120 Q Uinn Centre, 528 Voortrekkers Road, Gezina.

Conditions of sale can be inspected at: Messcor House, 30 Margaretha Street, Pretoria Central.

2. The improvements to the property consists of the following although nothing is guaranteed: 2 bedrooms, lounge & diningrooms, 1 bathroom, kitchen–on ground floor.

3. The purchase price shall be paid subject to the following conditions:

3.1 10% (ten percent) of the purchase price in cash on the day of the sale;

3.2 The balance payable against Registration of Transfer, to be secured by the bank or building society or other acceptable guarantee to be furnished within 30 (thirty) days from date of sale;

3.3 Auctioneer's charges, payable on the date of sale to be calculated as follows: 4% (four centum) on the proceeds of the sale.

Dated at Pretoria on this 26th day of January 1996.

Hack Stupel & Ross, Plaintiff's Attorney, 2nd Floor, Standard Bank Chambers, Church Square, Pretoria. (Ref. Du Plooy/as/W2638.)

Case No. 13683/95

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

NEDCOR BANK LIMITED, Plaintiff, and **MAVUKA JOHAN MAPHOSA,** Defendant

A sale in execution of the undermentioned property is to be held without reserve at the front of the Magistrate's Court, Ermelo, on **Thursday, the 29th day of February 1996 at 10:00:**

Full conditions of sale can be inspected at the Sheriff, Ermelo, G. F. Botha & Van Dyk Building, corner of Kerk and Joubert Streets, Ermelo 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 Site 3212, in the Township of Wesselton Extension 2, Registration Division I T, Transvaal.

Improvements: Lounge, 2 bedrooms, bathroom, kitchen.

Hack Stupel & Ross, Attorneys for the Plaintiff, P.O. Box 2000, Pretoria. [Tel. (012) 325-4185.] (Ref. Mr B. du Plooy/LVDM/GT2549.)

Case No. 11810/95

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

In the matter between **NEDCOR BANK LIMITED,** Plaintiff, and **PETROS BONGANI CELE,** 1st Defendant

On the **1 March 1996 at 11:15,** the undermentioned property will be sold in execution at the Sheriff's Offices, 182 Leeuwpoort Street, Boksburg:

Certain Right of Leasehold in respect of Erf 1980, Vosloorus Extension 3, Registration Division I.R., the province of Gauteng, situated at 1980 Moloantoa Street, Vosloorus Extension 3, Boksburg.

Improvements: Detached single storey brick residence consisting of 2 bedrooms, bathroom, kitchen, lounge.

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

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

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

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

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

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

Dated at Boksburg on this the 22 January 1996.

Tuckers Inc., 2nd Permanent Building, 312 Commissioner Street, Boksburg. (Tel. 892-3400.) (Ref. Mrs L. Pinheiro/H08052.)

Case No. 7423/95

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

In the matter between **FIRST NATIONAL BANK OF SA LTD,** Plaintiff, and **JOSEPH JACQUES HUSKISSON,** First Defendant, and **BLODWEN ELIZABETH HUSKISSON,** Second Defendant

In pursuance of a Judgment in the Court for the Magistrate of Brakpan on the 6th November 1995 and writ of execution issued pursuant thereto the property listed hereunder will be sold in execution on **8th March 1996 at 11:00,** at the premises of the Sheriff of the Magistrate's Court, 439 Prince George Avenue, Brakpan, to the highest bidder:

Certain Erf 1625, Brakpan Township, situated at 89 Wenden Avenue, in the Township of Brakpan, District of Brakpan, measuring 991 (nine hundred and ninety-one) square metres.

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

Building built of brick and plaster, tiled roof, comprising of an entrance hall, lounge, diningroom, 3 bedrooms, garage, carport and w/c.

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 conr.

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 Brakpan on this 24th day of January 1996.

Hammond Pole & Dixon, Attorney for Plaintiff, 75 Elston Avenue, Benoni; P.O. Box 1381, Benoni, 1500. (Tel. 422-1350.) (Ref. B1164F/Mrs West.)

Case No. 75036/95

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

In the matter between **NBS BANK LIMITED,** Plaintiff, and **MARIA NGWANAMAEPA KABU,** Defendant

A sale in execution will be held at **10:00 on the 27th day of February 1996** at NG Sinodal Centre, 234 Visagie Street, Pretoria, of:

Section 61, as shown and more fully described on Sectional Plan No. SS86/80 in the building known as Euclea situated at Portion 1 of Erf 655, Muckleneuk of which the floor area according to the said Sectional Plan is 50 square metres in extent; together with an undivided share in the common property in the land and building or buildings as shown and more fully described on the said Sectional Plan apportioned to the Section in accordance with the participation quota of the said Section; held by the Defendant under Title Deed no. ST1487/94, known as 509 Euclea, 315 Walker Street, Muckleneuk, Pretoria.

The following improvements are reported to be on the property, but nothing is guaranteed: Simplex Highrise (7 storey): Lounge-diningroom, kitchen, 1 bedroom, 1 bathroom, 1 wc, drying area and under roof parking.

The conditions of sale may be inspected at the Office of the Sheriff, Pretoria Central.

Solomon, Nicolson, Rein & Verster, Plaintiff's Attorney. (Ref. Mr Stolp/RH/M.1477.)

Case No. 82686/92

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

In the matter between **NBS BANK LIMITED,** Plaintiff, and **JOHANNA ALETTA KOTZE,** Defendant

A sale in execution will be held at **10:00 on the 28th day of February 1996** at Fehrs Avenue Centre, 130B Struben Street, Pretoria, of:

Erf 108, situated in the Township Meyerspark, Registration Division J.R., Province of Gauteng, measuring 1 487 square metres, held by the Defendant by virtue of Deed of Transfer No. T68338/90, known as 163 Watermeyer Street, Meyerspark.

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

Dwelling single storey, brick walls, fitted carpets, tiles, currugated iron roof, lounge, dining room, study, kitchen, 4 bedrooms, 1 bathroom, 1 shower, 1 wc, entrance/hall, double/garages, 1 servants room with 2 x wc's, laundry, brick and concrete walls and gates, drive pavings, bore hole and swimming/pool.

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.9592.)

Saak No. 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 **1 Maart 1996 om 11:00:**

Hoewe 113, geleë in Wonderboom Landbou Hoewes Uitbreiding 1, Registrasie Afdeling J R Gauteng, grootte 2.1414 hektaar, gehou kragtens Akte van Transport No. 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 teëldak, bestaande uit gepleisterde mure met sitkamer, eetkamer, kombuis, 3 slaapkamers, 2 badkamers en 2 toilette.

Zonering: Residensieel.

Verkoopsvoorwaardes: Die Verkoopsvoorwaardes 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 1ste dag van Februarie 1996.

G. van den Burg, vir Rorich Wolmarans & Luderitz Ing., Ons Eerste Volksbankgebou, Kerkplein 32, Mutuallaan, Pretoria. (Tel. 325-3933.) (Verw. F273/B1/VD BURG/AVDP.)

Saak No. 74226/95

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN PRETORIA GEHOU TE PRETORIA

In die saak tussen **ABSA BANK BEPERK** H/A UNITED BANK, EISER, en **AMBRAAL FRANS,** ID 510331 5138 088, 1ste Verweerder, **AMBRAAL SARA SUSANNA,** ID 570130 0142 013, 2de Verweerder

'n Openbare veiling sonder 'n reserwe prys sal deur die balju Noord Oos, te N G Sinodale Sentrum, Visagiestraat 234, Pretoria, op **27 Februarie 1996 om 10:00** volgens voorwaardes wat nou by die kantore van die balju Noord Oos te Pretoriusstraat 1210, Hatfield, Pretoria, ter insae lê en wat ten tye van die veiling voorgelees sal word, van die volgende eiendom:

Erf 301 geleë in die dorpsgebied van Eersterust, Uitbreiding 2, Registrasie Afdeling JR Transvaal, groot 377 (driehonderd sewe en sewentig) vierkante meter, gehou kragtens Akte van Transport No. T55086/1984.

Hierdie eiendom is geleë te 140 Lotuslaan Eersterus, Uitbreiding 2, Pretoria.

Die volgende verbeterings is op die eiendom aangebring: Sitkamer, familiekamer, eetkamer, kombuis, 3 slaapkamers, 1 badkamer, toilet, waskamer.

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 30ste van Januarie 1996.

E. J. J. Geyser, vir Rooth & Wessels, 2de Vloer, Eerste Nasionale Bank Gebou, Kerkplein, Pretoria. (Tel. 325-2940.) (Verw. Geyser/mev Mare/A1862.)

Saak No. 69177/95

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN PRETORIA GEHOU TE PRETORIA

In die saak tussen **ABSA BANK BEPERK** H/A ALLIED BANK, EISER, en **HEYNEKE ANTONIE WILLEM** ID 530926 5057 083, 1ste Verweerder, **HEYNEKE MAGDALENA SUSSANNA** ID 520220 0046 081, 2de Verweerder

'n Openbare veiling sonder 'n reserwe prys sal deur die balju Wes, te Kamer 603A, 6de Vloer, Olivettihuis, hoek van Schubart en Pretoriusstrate, Pretoria, op **29 Februarie 1996 om 10:00** volgens voorwaardes wat nou by die kantore van die balju Wes te Kamer 607, 6de Vloer Olivettihuis, hoek van Schubart en Pretoriusstrate, Pretoria, ter insae lê en wat ten tye van die veiling voorgelees sal word, van die volgende eiendom:

Deel No. 30, soos getoon en vollediger beskryf op deelplan No. SS. 389/85 in die skema bekend as Henmar Hof ten opsigte van die grond en gebou of geboue geleë te Plaaslike owerheid: Stadsraad van Pretoria: van welke deel die vloeroppervlakte volgens die genoemde deelplan 38 (agt en dertig) vierkante meter groot is; en

'n onverdeelde aandeel in die gemeenskaplike eiendom in die skema aan genoemde deel toegedeel in ooreenstemming met die deelnemingskwota van genoemde deel soos op genoemde deelplan aangeteken, gehou kragtens Akte van Transport ST104476/94.

Hierdie eiendom is geleë te 501 "Henmar Woonstel", 296 Pres Burgerstraat, Pretoria Wes.

Die volgende verbeterings is op die eiendom aangebring: Kombuis, 1 slaapkamer.

Konstruksie: Vloer, matte & novilon; mure, baksteen; plafon, sement; dak, metaal.

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 26ste van Januarie 1996.

E. J. J. Geyser, vir Rooth & Wessels, 2de Vloer, Eerste Nasionale Bank Gebou, Kerkplein, Pretoria. (Tel. 325-2940.) (Verw. Geyser/mev Mare/A2237.)

Saak No. 68873/95

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN PRETORIA GEHOU TE PRETORIA

In die saak tussen: **ABSA BANK BEPERK** H/A ALLIED BANK, EISER, en
VAN DEN HEEVER GERT ANDRIES ID 450701 5014 087, VERWEERDER

'n Openbare veiling sonder 'n reserwe prys sal deur die balju Suid te Fehrslaan Sentrum, Strubenstraat 130B, Pretoria, op **28 Februarie 1996 om 10:00** volgens voorwaardes wat nou by die kantore van die balju Suid te Edenpark Hoewe 83, hoek van Gerhardstraat & Weslaan Verwoerdburg Pretoria, ter insae lê en wat ten tye van die veiling voorgelees sal word, van die volgende eiendom:

Erf 436, geleë in die dorpsgebied van Rooihuiskraal, Uitbreiding 3, Registrasie Afdeling JR Transvaal, groot 1 000 (eenduisend) vierkante meter, gehou kragtens Akte van Transport No. T53645/1994.

Hierdie eiendom is geleë te 8 Klipkraalweg, Rooihuiskraal Uitbreiding 3, Pretoria.

Die volgende verbeterings is op die eiendom aangebring: Sitkamer, eetkamer, kombuis, 3 slaapkamers, 2 badkamers.

Konstruksie: Mure, baksteen; dak, teëls; plafon, komposisie bord; vloer, keramiek teëls & 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 24ste van Januarie 1996.

E. J. J. Geyser, vir Rooth & Wessels, 2de Vloer, Eerste Nasionale Bank Gebou, Kerkplein, Pretoria. (Tel. 325-2940.) (Verw. Geyser/mev. Mare/A2218.)

Saak No. 77083/95

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN PRETORIA GEHOU TE PRETORIA

In die saak tussen: **ABSA BANK BEPERK** H/A ALLIED BANK, EISER, en **POLLARD JAN ABRAHAM** ID 650524 5080 082, 1STE VERWEERDER, **POLLARD JOHANNA ELISABETH** ID 670305 0095 085, 2DE VERWEERDER

'n Openbare veiling sonder 'n reserwe prys sal deur die balju Wes te Kamer 603A, 6de Vloer Olivettihuis hoek van Schubart en Pretoriusstrate, Pretoria, op **29 Februarie 1996 om 10:00** volgens voorwaardes wat nou by die kantore van die balju Wes te Kamer 607, 6de Vloer, Olivettihuis, hoek van Schubart en Pretoriusstrate, Pretoria, ter insae lê en wat ten tye van die veiling voorgelees sal word, van die volgende eiendom:

Erf 455, in die dorpsgebied Danville, Afdeling JR Transvaal, groot 696 (seshonderd ses en negentig) vierkante meter, gehou kragtens Akte van Transport No. T35678/93.

Hierdie eiendom is geleë te 231 Marsburgstraat Danville Pretoria.

Die volgende verbeterings is op die eiendom aangebring: Sitkamer, kombuis, 4 slaapkamers, 1 badkamer, opwaskamer, spens.

Konstruksie: Mure, baksteen; dak, metaal; plafon, herculite; vloer, matte & hout.

Buitegeboue: Enkel motorhuis.

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 30ste dag van Januarie 1996.

E. J. J. Geyser, vir Rooth & Wessels, 2de Vloer, Eerste Nasionale Bank Gebou, Kerkplein, Pretoria. (Tel. 325-2940.) (Verw. Geyser/Mev. Mare/A2281.)

Case No. 25091/92

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between: **NEDCOR BANK LIMITED,** Plaintiff, and **SIBANYONI: BHUTHI,** Defendant

In execution of a Judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of Sheriff, Johannesburg West (Soweto West), at 131 Marshall Street, Johannesburg, on Thursday the **29th February 1996 at 10:00** in the forenoon, of the undermentioned property of the Defendant on Conditions to be read out by the Auctioneer at the time of the sale and which may be inspected at the office of the Sheriff prior to the sale:

Certain all right, title and interest in the Leasehold in respect of Erf 2626 Phiri Township, Registration Division I Q Transvaal, situation 2590B Zola Extension 1, area 150 (one hundred and fifty) square metres.

Improvements (not guaranteed): 3 Bedrooms, bathroom, 2 other rooms.

Terms: A cash payment immediately on the property being knocked down to the purchaser, of 10% of the purchase price; the balance and interest on the full purchase price at current bond rates payable against registration of transfer, to be secured by a bank, building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale.

Auctioneer's charges are payable and calculated at 5% on the proceeds of the sale up to a price of R20 000 and thereafter 3% to a maximum fee of R6 000 and a minimum of R200.

Dated at Johannesburg on this the 30th day of January 1996.

Maisels Smit & Lowndes, Attorneys for Plaintiff, 2nd Floor Nedbank Park, 13 Girton Road, Parktown, Johannesburg. (Tel. 484-1777.) (Ref. N5946E/mgh/tf.)

Case 18108/95

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between: **NEDCOR BANK LIMITED,** Plaintiff, and **SIGGEMANN: RUDIGER KARL RUDOLF GUNTER,** 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, Randburg, at 9 Elna Rand Court, corner of Blairgowrie Avenue and Selkirk Street, Blairgowrie, on Tuesday the **27th February 1996 at 10:00** in the forenoon, of the undermentioned property of the Defendant on Conditions to be read out by the Auctioneer at the time of the sale and which may be inspected at the office of the Sheriff prior to the sale.

Certain:

1. A Unit consisting of: Section No. 36 as shown and more fully described on Sectional Plan No. SS 612/92 in the scheme known as River Lodge in respect of the land and building or buildings situate at Township of Malanshof Extension 3, Local Authority: Randburg Town Council of which the floor area, according to the said sectional plan, is 85 (eighty five) square metres in extent, and

2. an undivided share in the common property in the scheme, apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan.

3. An exclusive use area described as: Carport Parking Area P.39 measuring 15 (fifteen) square metres being as such part of the common property, comprising the land and the scheme known as River Lodge in respect of the land and building or buildings situate at Township of Malanshof Extension 3, Local Authority: Randburg Town Council, as shown and more fully described on Sectional Plan No. SS 612/92.

Situation: 36 River Lodge, River Road, Malanshof Extension 3.

Improvements (not guaranteed): 2 Bedrooms, bathroom, kitchen, 2 other rooms, carport.

Terms: A cash payment immediately on the property being knocked down to the purchaser of 10% of the purchase price; the balance and interest on the full purchase price at current bond rates payable against registration of transfer, to be secured by a bank, building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale.

Auctioneer's charges are payable on the day of the sale and calculated at 5% on the proceeds of the sale up to a price of R20 000 and thereafter 3% to a maximum fee of R6 000 and a minimum of R200.

Dated at Johannesburg on this the 30th day of January 1996.

Maisels Smit & Lowndes, Attorneys for Plaintiff, 2nd Floor, Nedbank Park, 13 Girton Road, Parktown, Johannesburg. (Tel. 484-1777.) (Ref. N4819E/mgh/tf.)

Saak No. 74229/95

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN PRETORIA GEHOU TE PRETORIA

In die saak tussen: **ABSA BANK BEPERK** H/A ALLIED BANK, EISER, en **SMITH LODEWYK CHRISTOFFEL,** ID 640428 5076 004, 1STE VERWEERDER, **SMITH SUSARAH SUSANNA ELIZABETH,** ID 650821 0010 001, 2DE VERWEERDER

'n Openbare veiling sonder 'n reserwe prys sal deur die balju Wes te Kamer 603A, 6de Vloer Olivettihuis, hoek van Schubart en Pretoriusstrate, Pretoria, op **29 Februarie 1996 om 10:00** volgens voorwaardes wat nou by die kantore van die balju Wes te Kamer 607, 6de Vloer, Olivettihuis, hoek van Schubart en Pretoriusstrate, Pretoria, ter insae lê en wat ten tye van die veiling voorgelees sal word, van die volgende eiendom:

Gedeelte 1 van Erf 103 Eloffsdal Dorpsgebied, Afdeling JR Transvaal, groot 1 280 (eenduisend tweehonderd en tagtig) vierkante meter, gehou kragtens Akte van Transport T29677/94.

Hierdie eiendom is geleë te 166 Francinastraat Eloffsdal Pretoria.

Die volgende verbeterings is op die eiendom aangebring: Sitkamer, kombuis, 3 slaapkamers, 1 ½ badkamer.

Konstruksie: Mure, baksteen; dak, sink; plafon, staal; vloer, matte en hout.

Buitegeboue: Enkel motorhuis, bediendekamer, toilet, afdak.

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

Terme:

1.) Die eiendom word verkoop sonder reserweprys.

2.) 'n Deposito van 10% 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 30ste dag van Januarie 1996.

E. J. J. Geyser, vir Rooth & Wessels, 2de Vloer, Eerste Nasionale Bank Gebou, Kerkplein, Pretoria. (Tel. 325-2940.) (Verw. Geyser/mev. Mare/A2255.)

Case No. 00965/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between: **NEDCOR BANK LIMITED,** Plaintiff, and **CARSTENS: ALWYN LOUIS,** Defendant

In execution of a Judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of Sheriff, Randburg, at 9 Elna Rand Court, corner of Blairgowrie Avenue/Selkirk Street, Blairgowrie, on Tuesday the **27th February 1996 at 10:00** in the forenoon, of the undermentioned property of the Defendant on Conditions to be read out by the Auctioneer at the time of the sale and which may be inspected at the office of the Sheriff prior to the sale:

Certain Erf 380, Fontainebleau Township, Registration Division I Q Transvaal, situation 101 Annie Street, Fontainebleau, Randburg, area 1 784 (one thousand seven hundred and eighty four) square metres.

Improvements (not guaranteed): 3 Bedrooms, 2 bathrooms, kitchen, 3 other rooms, 3 garages.

Terms: A cash payment immediately on the property being knocked down to the purchaser, of 10% of the purchase price; the balance and interest on the full purchase price at current bond rates payable against registration of transfer, to be secured by a bank, building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale.

Auctioneer's charges are payable and calculated at 5% on the proceeds of the sale up to a price of R20 000 and thereafter 3% to a maximum fee of R6 000 and a minimum of R200.

Dated at Johannesburg on this the 25th day of January 1996.

Maisels Smit & Lowndes, Attorneys for Plaintiff, 2nd Floor, Nedbank Park, 13 Girton Road, Parktown, Johannesburg. (Tel. 484-1777.) (Ref. PD5E/mgh/tf.)

Case No. 28285/95

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **NEDCOR BANK LIMITED,** Plaintiff, and **KUSCHKE: Cf, and KUSCHKE: COLLEEN PATRICIA,** 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, Sandton-Midrand, at Ground Floor, Fluor House, 100 Grayston Drive, Sandown, on Friday the **1st March 1996 at 10:00** in the forenoon, of the undermentioned property by the Defendant on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff, prior to the sale:

Certain Holding 51, Glenferness Agricultural Holdings, Registration Division I R Transvaal, situated at 51 Chattan Road, Glenferness Agricultural Holdings, area 2,7250 (two comma seven two five nought) hectares.

Improvements: (Not guaranteed): 4 Bedroom, 4 bathrooms, 10 other rooms.

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

Dated at Johannesburg on this the 25th day of January 1996.

Maisels Smit & Lowndes, Attorneys for Plaintiff, 2nd Floor, Nedbank Park, 13 Girton Road, Parktown, Johannesburg. (Tel. 484-1777.) (Ref. N5621E/mgh/tf.)

Case No. 25338/95

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **NEDCOR BANK LIMITED,** Plaintiff, and **3 OWEN ROAD (PROPRIETARY) LIMITED,** 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, Sandton-Midrand, at Ground Floor, Fluor House, 100 Grayston Drive, Sandown, on Friday the **1st March 1996 at 10:00** in the forenoon, of the undermentioned property by the Defendant on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff, prior to the sale:

Certain:

1. Erf 63, Atholl Extension 5 Township, Registration Division I R, in the Province of Gauteng.

2. Portion 1 of Erf 89, Atholl Extension 7 Township, Registration Division I R, in the Province of Gauteng, situated at 3 Owen Road, Athol Extension 5.

1. Area 4 435 (four thousand four hundred and thirty-five) square metres.

2. Area 773 (seven hundred and seventy-three) square metres.

Improvements: (Not guaranteed): 3 Bedrooms, 2 bathrooms, 9 other rooms, granny flat, 4 carports.

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

Dated at Johannesburg on this the 31st day of January 1996.

Maisels Smit & Lowndes, Attorneys for Plaintiff, 2nd Floor, Nedbank Park, 13 Girton Road, Parktown, Johannesburg. (Tel. 484-1777.) (Ref. N5423E/mgh/tf.)

Case No. 8137/95

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

In the matter between **NBS BANK LIMITED,** Plaintiff, and **JOHNNY MARTINS MAGORO,** Defendant

In pursuance of a judgment in the Court for the Magistrate of Benoni, on the 5th December 1995 and writ of execution issued pursuant thereto the property listed hereunder will be sold in execution on **13th March 1996 at 11:00 a.m.** in front of the Magistrate's Court, Harpur Avenue, Benoni, to the highest bidder:

Certain all r:

Certain all right title and interest in the Leasehold in respect of Lot 565, Daveyton Extension 2 Township, and Lot 566, Daveyton Extension 2 Township, situated on 16565 and 16566 Talane Crescent, in the Township of Daveyton Extension 2, District of Benoni, each measuring 277 (two hundred and seventy-seven) square metres.

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

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, Benoni.

Dated at Benoni on this 29th day of January 1996.

Hammond Pole & Dixon, Attorneys for Plaintiff, 75 Elston Avenue. (Tel. 422-1350.) (Ref. N0042B/Mrs Beetge/LW.)

Case No. 8426/95

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

In the matter between **NBS BANK LIMITED,** Plaintiff, and **FIKILE MBABAMA,** Defendant

In pursuance of a judgment in the Court for the Magistrate of Benoni, on the 6th December 1995 and Writ of Execution issued pursuant thereto, the property listed hereunder will be sold in execution on **8th March 1996 at 11:00** a.m. at the premises of the Sheriff of the Magistrate's Court, 439 Prince George Avenue, Brakpan, to the highest bidder:

Certain Erf 18448, Tsakane Extension 8 Township, situated at 18448 Mawuwane Street, in the Township of Tsakane Extension 8, District of Brakpan, measuring 280 (two hundred and eighty) square metres.

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

Building built of brick and plaster, tiled roof, comprising of a lounge, diningroom, two bedrooms, one bathroom plus toilet, kitchen and a single garage.

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

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

Dated at Benoni on this the 29th day of January 1996.

Hammond Pole & Dixon, Attorney for Plaintiff, 75 Elston Avenue, Benoni; P.O. Box 1381, Benoni, 1500. (Tel. 422-1350.) (Ref. N0044B/Mrs Beetge/LW.)

Case No. 93/1758
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 **BROADACRES HOLDINGS 37 (PROPRIETARY) LIMITED** (No. 89/01068/07), 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 the Sheriff's office, Randburg, on the **27 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, Randburg, Elna Randhof, Cnr. Selkirk and Blairgowrie Drives, Randburg, prior to the sale:

Certain Portion 1 of Holding 37 and the Remainder of Holding 37, situated in the Township of Broadacres Agricultural Holdings, Registration Division J.R., Transvaal, being 37 Lombardy Road, Broadacres Agricultural Holdings, Randburg, measuring 2,0089 (two comma zero zero eight nine) hectares & 3,1266 (three comma one two six six) hectares.

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

A vacant stand.

Terms: 10% (ten per centum) of the purchase price in cash on the day of sale, the balance payable against registration of transfer, to be secured by a bank 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 30th day of January 1996.

B. W. Webber, for Ramsay, Webber and Company, Plaintiff's Attorneys, 5th Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/bt/B.223.)

Case No. 95/27191

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA BANK LIMITED** (UNITED BANK DIVISION), Plaintiff, and **MOHLALA TSHAILE MATERIAL,** 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 1st Floor, Terrace Building, 1 Eaton Terrace Street, New Redruth, Alberton, on the **27 February 1996 at 10:00** of the undermentioned property of the Defendants on the Conditions which will lie for inepsection at the offices of the Sheriff at 1st Floor, Terrace Building, 1 Eaton Terrace Street, New Redruth, Alberton, prior to the sale:

Erf 1884, Mayberry Park Township, situated at 87 Delphinium Street, Mayberry Park Township, Registration Division I.R., Transvaal, measuring 880 (eight hundred and eighty) square metres.

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

Dwelling under tiled roof consisting of lounge, diningroom, kitchen, 3 bedrooms, bathroom, toilet.

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. Auctioneer's 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 per cent) up to a maximum fee of R6 000,00 (six thousand rand). Minimum charges R200,00 (two hundred rand).

Signed at Johannesburg on the 22 January 1996.

Ismail Ayob & Partners, Plaintiff's Attorneys, 26th Floor, Southern Life Centre, 45 Commissioner Street, P. O. Box 728, Johannesburg. [Tel. (011) 832-3251.] (Ref. M60267/AB.)

NOTICE OF SALES IN EXECUTION (KEMPTON PARK MAGISTRATE'S COURT)

All the sales in execution are to be held at the offices of the Sheriff, 8 Park Street, Kempton Park, on **Thursday, 29th February 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: 14096/95.

Judgment Debtor/s: **NTOMBINTOMBI OLGA HLENGISA.**

Property: Right of Leasehold over Erf 136, Endulweni Township, Registration Division IR – The Province of Gauteng, situated at Erf 136, Endulweni, Tembisa, Kempton Park.

Improvements: Detached single storey brick built residence under asbestos roof, comprising 3 rooms other than kitchen, with outbuildings comprising 2 garages, storeroom and toilet.

Reference: MH0059.

Case Number: 14828/95.

Judgment Debtor/s: **BEN JONES.**

Property: Right of Leasehold over Erf 349, Emangweni Township, Registration Division IR – The Province of Gauteng, situated at Erf 349, Emangweni, Tembisa, Kempton Park.

Improvements: Detached single storey brick built residence under iron roof, comprising 5 rooms other than kitchen with outbuildings comprising garage, 3 storerooms and toilet.

Reference: MJ0027.

Henry Tucker & Partners, Attorneys for Plaintiff, 6th Floor, Permanent Building, 165 Meyer Street, Germiston. [Tel. (011) 825-1015.] (Ref. Miss Kent.)

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, 28th February 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: 5833/89.

Judgment Debtor/s: **MDUMISENI SHADRACK DLAMINI** and **SIBONGILE ROSE DLAMINI.**

Property: Erf 2546 (formerly 320), Likole Extension 1 Township, Registration Division IR – The Province of Gauteng, situated at Erf 2546 (formerly 320), Likole Extension 1, Katlehong, Alberton.

Improvements: Detached single storey brick built residence under iron roof, comprising 2 rooms other than kitchen.

Reference: MD0083.

Case Number: 5076/95.

Judgment Debtor/s: **GIDEON MTANDAZO XORILE.**

Property: Right of Leasehold over Erf 8790, Tokoza Township, Registration Division IR – The Province of Gauteng, situated at Erf 8790, Tokoza, Alberton.

Improvements: Detached single storey brick built residence under tiled roof, comprising 3 rooms other than kitchen and bathroom.

Reference: MX0014.

Henry Tucker & Partners, Attorneys for Plaintiff, 6th Floor, Permanent Building, 165 Meyer Street, Germiston. [Tel. (011) 825-1015.] (Ref. Miss Kent.)

NOTICE OF SALES IN EXECUTION

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

All the sales in execution are to be held at the offices of the Sheriff, Germiston North, 4th Floor, Standard Towers, 247 President Street, Germiston, on **Thursday 29th February 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 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 No. 95/28015.

Judgment Debtor/s: **ROGER CHARLES MANNING.**

Property: Erf 191, Klopper Park Township, Registration Division IR—The Province of Gauteng, situated at 10 Heimwee Street, Klopper Park, Germiston.

Improvements: Detached single storey brick built residence under tiled roof comprising 5 rooms other than kitchen and bathroom with outbuildings comprising carport, domestic quarters and toilet.

Reference: MM0896.

Henry Tucker & Partners, Attorneys for Plaintiff, 6th Floor, Permanent Building, 165 Meyer Street, Germiston. [Tel. (011) 825-1015.] (Ref. Miss Kent.)

Case No. 92/5124

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **THE STANDARD BANK OF SOUTH AFRICA LIMITED,** Plaintiff, and **DIAKANYO DINANAN PETER,** 1st Defendant, **DIAKANYO EVELYN THANDI,** 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 Sheriff's Office, Alberton, on the **27 February 1996 at 10:00** of the undermentioned property of the Defendants on the Conditions which will lie for inspection at the offices of the Sheriff Alberton First Floor, Terrace Building, 1 Eaton Terrace Street, New Redruth, Alberton, prior to the sale:

All right, title and interest in the leasehold in respect of Erf 8823 Tokoza Township, Alberton, Registration Division I.R. Transvaal, measuring 330 (three hundred and thirty) square metres, situated at Erf 8823, Tokoza Township, Alberton.

The following information is furnished in respect of the improvements, though in this respect nothing is guaranteed: Dwelling consisting of lounge, diningroom, kitchen, 2 bedrooms, bathroom, toilet.

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. 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 or R20 000,00 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000,00 (six thousand rand). Minimum charges R200,00 (two hundred rand).

Signed at Johannesburg on the 23 January 1996.

Ismail Ayob & Partners, Plaintiff's Attorneys, 26th Floor, Southern Life Centre, 45 Commissioner Street, P.O. Box 728, Johannesburg. [Tel. (011) 832-3251.] (Ref. D20320/SC.)

Case No. 95/24350

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **NEDCOR BANK LIMITED,** Plaintiff, and **MALINDI OUPA STROOI,** 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 **29 February 1996 at 10:00** of the undermentioned property of the Defendant on the Conditions to be read out by the Auctioneer at 131 Marshall Street, Johannesburg and the full Conditions of Sale may be inspected at the offices of the Sheriff of the Supreme Court, Johannesburg West, 2nd Floor, T F C House, 32 Von Brandis Street, Johannesburg, prior to the sale:

Erf 15033, Meadowlands Zone 7 Township, Registration Division I.Q. Transvaal, measuring 260 (two hundred and sixty) square metres, situated at Erf 15033 meadowlands Zone 7 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, 2 rooms.

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 or R20 000,00 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000,00 (six thousand rand). Minimum charges R200,00 (two hundred rand).

Signed at Johannesburg on the 24 January 1996.

Ismail Ayob & Partners, Plaintiff's Attorneys, 26th Floor, Southern Life Centre, 45 Commissioner Street, P.O. Box 728, Johannesburg. [Tel. (011) 832-3251.] (Ref. M46153/PC.)

Case No. 95/20184

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **NEDCOR BANK LIMITED,** Plaintiff, and **JOSCELYNE, JOHN GRAHAM,** Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Divison) in the abovementioned suit, a sale without reserve will be held at the office of the Sheriff, 131 Marshall Street, Johannesburg, on the **29 February 1996 at 10:00,** of the undermentioned property of the Defendant on the conditions to be read out by the auctioneer at 131 Marshall Street, Johannesburg, and the full conditions of sale may be inspected at the offices of the Sheriff of the Court, 131 Marshall Street, Johannesburg, prior to the sale:

A unit consisting of:

(a) Section No. 43 as shown and more fully described on Sectional Plan SS103/1981 in the building or buildings known as Senator Towers of which the floor area, according to the Sectional Plan is 49 (forty nine) square metres in extent; and

(b) An undivided share in the common property in the land and building or buildings as shown and more fully described on the said sectional plan apportioned to the said section in accordance with the participation quota of the said section held under Certificate of Registered Sectional Title No. 103/1981 (43) Unit, situated at Flat No. 601, Senator Towers, Hancock Street, Joubert Park, Johannesburg.

The following information is furnished in respect of the improvements, though in this respect nothing is guaranteed: Flat consisting of bedroom, bathroom, room.

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.

Auctioneer's 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 23 January 1996.

Ismail Ayob & Partners, Plaintiff's Attorneys, Twenty Sixth Floor, Southern Life Centre, 45 Commissioner Street, P.O. Box 728, Johannesburg. [Tel. (011) 832-3251.] (Ref. J45958/PC.)

Case No. 94/31920

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **NEDCOR BANK LIMITED,** Plaintiff, and **MKHONZA, THOKOZILE MILDRED,** Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Divison) in the abovementioned suit a sale without reserve will be held at the office of the Sheriff, 131 Marshall Street, Johannesburg, on the **29 February 1996 at 10:00,** of the undermentioned property of the Defendant on the conditions to be read out by the auctioneer at 131 Marshall Street, Johannesburg, and the full conditions of sale may be inspected at the offices of the Sheriff of the Supreme Court, Johannesburg West, 2nd Floor, T F C House, 32 von Brandis Street, Johannesburg, prior to the sale:

Erf 5205 Zola Township, Registration Division I.Q., Transvaal, measuring 232 (two hundred and thirty-two) square metres, situated at Erf 5205, Zola Township.

The following information is furnished in respect of the improvements, though in this respect nothing is guaranteed: Dwelling under asbestos roof, bedrooms, 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.

Auctioneer's 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 23 January 1996.

Ismail Ayob & Partners, Plaintiff's Attorneys, Twenty Sixth Floor, Southern Life Centre, 45 Commissioner Street, P.O. Box 728, Johannesburg. [Tel. (011) 832-3251.] (Ref. M29250/PC.)

Case No. 95/20385

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **NEDCOR BANK LIMITED,** Plaintiff, and **MUKHANSI, GEZANE SAMUEL,** 1st Defendant, and **MUKHANSI, BERNICE MERATO,** 2nd Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Divison) in the abovementioned suit a sale without reserve will be held at the office of the Sheriff, 131 Marshall Street, Johannesburg, on the **29 February 1996 at 10:00,** of the undermentioned property of the Defendants on the conditions to be read out by the auctioneer at 131 Marshall Street, Johannesburg, and the full conditions of sale may be inspected at the offices of the Sheriff of the Court, Johannesburg West, 2nd Floor, T F C House, 32 von Brandis Street, Johannesburg, prior to the sale:

Erf 5115, Pimville Zone 5 Township, Registration Division I.Q., Transvaal, measuring 269 (two hundred and sixty-nine) square metres, situated at Erf 5115, Pimville Zone 5 Township.

The following information is furnished in respect of the improvements, though in this respect nothing is guaranteed: Dwelling consisting of, 3 bedrooms, 2 bathrooms, 3 rooms.

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.

Auctioneer's 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 26 January 1996.

Ismail Ayob & Partners, Plaintiff's Attorneys, Twenty Sixth Floor, Southern Life Centre, 45 Commissioner Street, P.O. Box 728, Johannesburg. [Tel. (011) 832-3251.] (Ref. M45959/PC.)

Case No. 95/22916

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA BANK LIMITED** (UNITED BANK DIVISION), Plaintiff, and **VAN DER WALT, RONNIE,** 1st Defendant, **VAN DER WALT, HENDRIK SCHALK,** 2nd Defendant, **SMITH, FRANCOIS ALWYN,** 3rd 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, 131 Marshall Street, Johannesburg, on the **29 February 1996 at 10:00,** of the undermentioned property of the Defendants on the conditions to be read out by the auctioneer at 131 Marshall Street, Johannesburg, and the full conditions of sale may be inspected at the offices of the Sheriff of the Court, 131 Marshall Street, Johannesburg, prior to the sale:

A unit consisting of:

(a) Section No's. 8 and 16 as shown and more fully described on Sectional Plan No. SS115/1983 in the building known as the Hatch of which the floor area according to the said Sectional Plan is 29 (twenty-nine) square metres in extent; and

(b) An undivided share in the common property in the land and building or buildings as shown and more fully described on the said sectional plan apportioned to the said section in accordance with the participation quota of the said section, held under Certificate of Registered Sectional Title No. ST115/1983 (16) (Unit) situated at Flat No's. 200 & 300, the Hatch, 115 Becker Street, Bellevue East.

The following information is furnished in respect of the improvements, though in this respect nothing is guaranteed: Flat consisting of lounge, kitchen, bedroom, bathroom, toilet.

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.

Auctioneer's 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 18 January 1996.

Ismail Ayob & Partners, Plaintiff's Attorneys, Twenty Sixth Floor, Southern Life Centre, 45 Commissioner Street, P.O. Box 728, Johannesburg. [Tel. (011) 832-3251.] (Ref. V60217/AB.)

Case No. 93/33663

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **NEDCOR BANK LIMITED,** Plaintiff, and **TEMBA, BOYISI JOSEPH,** 1st Defendant, and **TEMBA, BAILE VIOLET,** 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 offices of the Sheriff, 131 Marshall Street, Johannesburg, on the **29 February 1996 at 10:00,** of the undermentioned property of the Defendants on the conditions to be read out by the auctioneer at 131 Marshall Street, Johannesburg, and the full conditions of sale may be inspected at the offices of the Sheriff of the Court, Johannesburg West, 2nd Floor, T F C House, 32 Von Brandis Street, Johannesburg, prior to the sale:

All right, title and interest in the leasehold in respect of Erf 24337 Diepkloof Township, Registration Division I.Q., Transvaal, measuring 206 (two hundred and six) square metres, situated at No. 8452A Zone 6, Diepkloof Township.

The following information is furnished in respect of the improvements, though in this respect nothing is guaranteed: Dwelling under iron roof, diningroom, kitchen, bedroom. *Outbuilding:* 2 garages, storeroom.

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.

Auctioneer's 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 24 January 1996.

Ismail Ayob & Partners, Plaintiff's Attorneys, Twenty Sixth Floor, Southern Life Centre, 45 Commissioner Street, P.O. Box 728, Johannesburg. [Tel. (011) 832-3251.] (Ref. T21731/PC.)

Case No. 94/29125

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **THE STANDARD BANK OF SOUTH AFRICA LIMITED,** Plaintiff, and **NTSHAUBE, MMBONENI THOMAS,** 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, 131 Marshall Street, Johannesburg, on the **29 February 1996 at 10:00,** of the undermentioned property of the Defendant on the conditions to be read out by the auctioneer at 131 Marshall Street, Johannesburg, and the full conditions of sale may be inspected at the offices of the Sheriff of the Court, Johannesburg West, 2nd Floor, T F C House, 32 Von Brandis Street, Johannesburg, prior to the sale:

Erf 37 (now renumbered 6788) Emdeni Extension 2 Township, Registration Division I.Q., Transvaal, measuring 282 (two hundred and eighty-two) square metres, situated at Erf 37 (now renumberd 6788) Emdeni Extension 2 Township.

The following information is furnished in respect of the improvements, though in this respect nothing is guaranteed: Dwelling consisting of lounge, kitchen, 2 bedrooms, bathroom/toilet.

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.

Auctioneer's 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 25 January 1996.

Ismail Ayob & Partners, Plaintiff's Attorneys, Twenty Sixth Floor, Southern Life Centre, 45 Commissioner Street, P.O. Box 728, Johannesburg. [Tel. (011) 832-3251.] (Ref. N29036/SC.)

Saak No. 7500/95

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN KRUGERSDORP GEHOU TE KRUGERSDORP

In die saak tussen **NBS BANK BPK,** Eiser, en **TSOTETSI COLIN MPHO,** Verweerder

Ter uitwinning van 'n Vonnis in die Landdroshof, Krugersdorp, in bogemelde saak op 22 November 1995 sal 'n verkoping gehou word op **28 Februarie 1996, om 10:00** by die verkoopslokaal van die Balju, Klaburnhof, Ockersestraat 22B, Krugersdorp, van die ondervermelde eiendom van die Verweerder onderworpe aan die voorwaardes wat deur die Balju, Krugersdorp, gelees sal word ten tye van die verkoping welke voorwaardes by die Baljukantoor, Krugersdorp, ter insae sal lê:

Die Verweerder se Reg titel en belang in en tot sekere Huurpag ten opsigte van Perseel 11412, Kagiso Uitbreiding 6, gehou deur die Verweerder kragtens Sertifikaat van Geregistreerde Huurpag No. TL TL13154/92, groot 441 (vier honderd een-en-veertig) vierkante meter, gehou deur die Verweerder kragtens Akte van Transport No. TL TL13154/92.

Die eiendom is gesoneer Residensieel 1 en is geleë te 11412 Violetsingel, Kagiso Uitbreiding 6, bestaande uit 'n sitkamer, 'n eetkamer, 'n kombuis; twee slaapkamers, een badkamer; 'n gang; 'n teëldak met gepleisterdemure en staal venster rame alhoewel geen waarborg in hierdie verband gegee mag word.

Voorwaardes:

10% van die koopprys en afslaersgelde in kontant op die dag van die verkoping en die balans teen registrasie van transport. Ten opsigte van die balans moet 'n bankwaarborg of ander aanneembare waarborg binne 21 dae vanaf die datum van die verkoping aan die Balju verskaf word. Die volledige verkoopsvoorwaardes kan ingesien word ten kantore van die Balju, Klaburnhof, Ockersestraat 22B, Krugersdorp.

Gedateer te Roodepoort op die 24 Januarie 1996.

H. C. Coetzee, vir Claassen Coetzee, Eiser se Prokureurs, p.a. Corkstraat 13, Kenmare; Posbus 303, Roodepoort. (Tel. 760-1065.) (Verw. HCC/LE/633/95/BT359.)

Saak No. 7499/95

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN KRUGERSDORP GEHOU TE KRUGERSDORP

In die saak tussen **NBS BANK BPK,** Eiser, en **PHINAH MOTHIBEDI,** Verweerder

Ter uitwinning van 'n Vonnis in die Landdroshof, Krugersdorp, in bogemelde saak op 27 Oktober 1995 sal 'n verkoping gehou word op **28 Februarie 1996, om 10:00** by die verkoopslokaal van die Balju, Klaburnhof, Ockersestraat 22B, Krugersdorp, van die ondervermelde eiendom van die Verweerder onderworpe aan die voorwaardes wat deur die Balju, Krugersdorp, gelees sal word ten tye van die verkoping welke voorwaardes by die Baljukantoor, Krugersdorp, ter insae sal lê:

Die Verweerder se Reg titel en belang in en tot sekere Huurpag ten opsigte van Perseel 14089, Kagiso Uitbreiding 10, gehou deur die Verweerder kragtens Sertifikaat van Geregistreerde Huurpag No. TL TL50351/91, groot 209 (twee honderd en nege) vierkante meter, gehou deur die Verweerder kragtens Akte van Transport No. TL TL50351/91.

Die eiendom is gesoneer Residensieel 1 en is geleë te 14089 Kagiso Uitbreiding 10, en bestaan uit 'n eetkamer, 'n kombuis; twee slaapkamers, een badkamer; 'n sitkamer; 'n gang; 'n teëldak met gepleisterdemure en staal venster rame alhoewel geen waarborg in hierdie verband gegee mag word.

Voorwaardes:

10% van die koopprys en afslaersgelde in kontant op die dag van die verkoping en die balans teen registrasie van transport. Ten opsigte van die balans moet 'n bankwaarborg of ander aanneembare waarborg binne 21 dae vanaf die datum van die verkoping aan die Balju verskaf word. Die volledige verkoopsvoorwaardes kan ingesien word ten kantore van die Balju, Klaburnhof, Ockersestraat 22B, Krugersdorp.

Gedateer te Roodepoort op die 24 Januarie 1996.

H. C. Coetzee, vir Claassen Coetzee, Eiser se Prokureurs, p.a. Corkstraat 13, Kenmare; Posbus 303, Roodepoort. (Tel. 760-1065.) (Verw. HCC/LE/455/95BM1175.)

Saak No. 8226/95

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN KRUGERSDORP GEHOU TE KRUGERSDORP

In die saak tussen **NBS BANK BPK,** Eiser, en **FRANK JOHN COETZEE,,** 1ste Verweerder, en **ELDENE COETZEE,** 2de Verweerder

Ter uitwinning van 'n Vonnis in die Landdroshof, Krugersdorp, in bogemelde saak op 7 Julie 1995 sal 'n verkoping gehou word op **28 Februarie 1996, om 10:00** by die verkoopslokaal van die Balju, Klaburnhof, Ockersestraat 22B, Krugersdorp, van die ondervermelde eiendom van die Verweerders onderworpe aan die voorwaardes wat deur die Balju, Krugersdorp, gelees sal word ten tye van die verkoping welke voorwaardes by die Baljukantoor, Krugersdorp, ter insae sal lê:

Erf 661, Mindalore Uitbreiding 1, groot 1 057 (een duisend sewe-en-vyftig) vierkante meter, gehou deur Verweerders kragtens Akte van Transport No. T T12561/95.

Die eiendom is gesoneer Residensieel 1 en is geleë te 03 Paynestraat, Mindalore en bestaan uit 'n sitkamer, 'n eetkamer; twee badkamers; drie slaapkamers; 'n gang; 'n kombuis; bediendekwartiere; een motorhuis, 'n teëldak met gepleisterdemure en 'n swembad alhoewel geen waarborg in hierdie verband gegee mag word.

Voorwaardes:

10% van die koopprys en afslaersgelde in kontant op die dag van die verkoping en die balans teen registrasie van transport. Ten opsigte van die balans moet 'n bankwaarborg of ander aanneembare waarborg binne 21 dae vanaf die datum van die verkoping aan die Balju verskaf word. Die volledige verkoopsvoorwaardes kan ingesien word ten kantore van die Balju, Klaburnhof, Ockersestraat 22B, Krugersdorp.

Gedateer te Roodepoort op die 24 Januarie 1996.

H. C. Coetzee, vir Claassen Coetzee, Eiser se Prokureurs, p.a. Corkstraat 12, Kenmare; Posbus 303, Roodepoort. (Tel. 760-1065.) (Verw. HCC/LE/810/95/BC648.)

Saak No. 14807/95

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Witwatersrandse Plaaslike Afdeling)

In die saak tussen **THORNBIRD PUBLISHERS INTERNATIONAL BK,** Eiser, en **J TETTEY,** h/a A & T SERVICES, Verweerder

Kennis word hiermee gegee dat ingevolge 'n uitspraak van die Hooggeregshof van Suid-Afrika, Witwatersrandse Plaaslike Afdeling, in bogemelde saak op 20 Julie 1995, en ter uitvoering van 'n lasbrief tot uitwinning sal die Balju, Kempton Park op **Donderdag, 29 Februarie 1996 om 10:00** te Parkstraat 8, Kempton Park, verkoop:

Sekere Erf 0000735, Croydon Uitbreiding 1 Dorpsgebied, Registrasie Afdeling I.R., Gauteng, beter bekend as Bornietlaan 23, Croydon Uitbreiding 1, Kempton Park, gehou kragtens Akte van Transport No. T64044/92, groot 991 (negehonderd een-en-negentig) vierkante meter.

Die eiendom bestaan uit 'n woonhuis bestaande uit 1 sitkamer, 2 toilette, 1 familiekamer, 2 badkamers, 3 slaapkamers, 1 kombuis, 1 eetkamer, 1 motorhuis, motorafdak en 'n rylaan.

Die koper moet 'n deposito van 10% 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 betaalbaar teen transport en verseker te word deur 'n waarborg van 'n bank of bouvereniging wat deur die Eiser se prokureur goedgekeur is die waarborg aan die Balju binne 14 (veertien) dae na datum van die verkoping verstrek te word.

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

Geteken te Johannesburg op 29 Januarie 1996.

Allen & Assosiate, Eiser se Prokureurs, 7de Vloer, Traduna Sentrum, Jorissenstraat 118, Braamfontein. (Tel. 339-1327.) (Verw. mnr. J P Allen/ML/JM0044.)

Saak No. 9845/95

IN DIE LANDDROSHOF VIR DIE DISTRIK BRAKPAN GEHOU TE BRAKPAN

In die saak tussen **NBS BANK BEPERK** (Registrasienommer 87/01384/06), Eiser, en **ARTHUR JAMES VICTOR,** Eerste Verweerder, **JOEY PAULINA VICTOR,** Tweede Verweerder

Kennis geskied hiermee dat ingevolge 'n lasbrief uitgereik in bovermelde Agbare Hof op die 14de dag van November 1995 die onderstaande eiendom te wete:

Erf 341, Minnebron Dorpsgebied geleë te Roeties van der Bergstraat 22, Minnebron, Brakpan, bestaande uit 647 (seshonderd sewe-en-veertig) vierkante meter met sonering Residensieel in eksekusie verkoop sal word op die **8ste dag van Maart 1996 om 11:00** te kantore van die Balju, Prince Georgelaan 439, Brakpan, aan die hoogste bieër.

Die volgende verbeteringe skyn op die eiendom te wees, maar word nie gewaarborg nie: Woning gebou van steen/pleister mure met sinkdak, bestaande uit een sitkamer, drie slaapkamers (een hoof-), een badkamer met aparte toilet, een kombuis. Buitegeboue bestaande uit motorafdak en een bediendekamer. Omheining bestaande uit voorafvervaardigde sement.

Voorwaardes van verkoping: Betaling van die koopprys sal geskied by wyse van 'n deposito van 10 (tien) persent en die balans by registrasie. Die voorwaardes van verkoping sal onmiddellik voor die verkoping ten volle gelees word en sal ter insae lê by die kantore van die Balju, Brakpan. 'n Substansiële bougenootskapslening kan vir 'n goedgekeurde koper bekom word.

Gedateer te Brakpan op hierdie 27ste dag van Januarie 1996.

J. J. Geyser, vir Geyser de Kock en Vennote, Glenleyhuis, Kingswaylaan 116, Brakpan. [Tel. (011) 744-4620.] [Faks. (011) 744-4663.] (Verw. mev. Coetzer/N1205.)

Case No. 95/27093

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **NBS BANK LIMITED,** Plaintiff, and **MAGUDULELA THOBILE MILDRED,** 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 12th day of January 1996 will be sold in execution on **Thursday the 29th day of February 1996 at 10:00** by the Sheriff of the Supreme Court, at the offices of De Klerk Vermaak & Partners Inc. Attorneys, Overvaal Building, 28 Kruger Avenue, Vereeniging to the highest bidder:

Erf 6606, Ennerdale Extension 8 Township, Registration Division I.Q., Transvaal in extent 322 (three hundred and twenty-two) square metres, situated at 6606 Zirkon Road, Ennerdale Extension 8, Vereeniging.

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

Residence, single story dwelling, detached, walls: Brick & plaster, roof: Tile, floor: Tile, rooms: Lounge, dining room, kitchen, 3 bedrooms, 1 bathroom, 1 toilet. Outbuildings: None, boundary: Fenced. Improvements: Fence & patio.

Conditions of sale: The purchase price will be payable as to a deposit in cash of 10% 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, Overvaal Building, 28 Kruger Avenue, Vereeniging for the Supreme Court. A substantial bank loan can be raised for an approved purchaser with prior approval.

Dated at Johannesburg on the 17th day of January 1996.

De Villiers & Co., 9th Floor, NBS Building, cnr Market & Rissik Streets, Johannesburg. (Tel. 336-3913/4 336-3921/2/3.) (Docex DX.571.) (Ref. Mr Steyn/1584.)

Case No. 95/27172
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 **JAFTHA, FABIAN BOWEN,** 1st Execution Debtor, **JAFTHA, BRIDGETTE,** 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 office of De Klerk, Vermaak and Partners Attorneys, Overvaal Building, 28 Kruger Avenue, Vereeniging, on the **7 March, 1996 at 10:00** of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of attorneys De Klerk, Vermaak and Partners, Overvaal Building, 28 Kruger Avenue, Vereeniging, prior to the sale:

Certain Erf 1629, situated in the Township of Ennerdale Extension 1, Registration Division I.Q., Gauteng, being 62, Isis Crescent, Ennerdale Extension 1, measuring 946 (nine hundred and forty-six) square metres.

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

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

Auctioneer's chrges, 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 26th day of January, 1996.

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

Case No. 95/26712
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 **HOKO, ZOLILE HECTOR,** 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, 50 Edward Avenue, Westonaria, on **1 March, 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's Office, Westonaria, prior to the sale:

Certain: Erf 1508, situated in the Township of Lawley Extension 1, Registration Division I.Q., Gauteng; being 1508, Marlin Crescent, Lawley Extension 1, measuring 532 (five hundred and thirty-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, 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 calculted 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 26th day of January, 1996.

B. W. Webber, for Ramsay, Webber and Company, Plaintiff's Attorneys, 5th Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/bt/H.282.)

Case No. 66499/93

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

In the matter between **NBS BANK LIMITED,** Plaintiff, and **SIBIYA JAFTA,** Defendant

In pursuance of a judgment in the Court of the Magistrate, Johannesburg, district Johannesburg and writ of execution the property listed hereunder which was attched on the 2nd day of January 1996 will be sold in execution on **Friday the 1st day of March 1996 at 10:00** at the Magistrate's Court, infront of the Court House, Fox Street entrance, Johannesburg to the highest bidder:

Erf 6401 Emdeni Extension 2 Township, Registration Division I.Q., Transvaal in extent 273 (two hundred and seventy-three) square metres, situated at 6401 Emdeni Extension 2, Soweto, Johannesburg.

The following improvements are reported to be on the property, but nothing is guaranteed: Residence, single story dwelling, detached. walls: Brick & plaster. Roof: Tiles. Floor: Tiles. Rooms: Lounge, kitchen, 2 bedrooms, 1 bathroom, 1 toilet. Outbuildings: None. Boundary: Fenced. Improvements: None.

Conditions of sale: The purchase price will be payable as to a deposit in cash of 10% and the balance against transfer. The full conditions of sale which will be read immediately prior to the sale, may be inspected at the Sheriff's Office, 2nd Floor, TFC House, 32 Von Brandis Street, Johannesburg for the Magistrate's Court. A substantial bank loan can be raised for an approved purchaser with prior approval.

Dated at Johannesburg on the 8th day of January 1996.

De Villiers & Co., 9th Floor, NBS Building, corner of Market & Rissik Streets, Johannesburg. (Tel. 336-3913/4 & 336-3921/3.) (DX. 571.) (Ref. Mr Steyn/580.)

Case No. 79841/95

IN THE MAGISTRATE'S COURT PRETORIA

In the matter between **A B S A BANK LIMITED** (UNITED DIVISION), Plaintiff, and **ANNA VAN MEYEREN,** Defendant

A sale will be held at N G Sinodale Centre, 234 Visagie Street, Pretoria, on **Tuesday 27 February 1996 at 10:00,** of:

Section No. 5, as shown on Sectional Plan Number SS 7/1988 in the building Ockenburg, situate at Portion 2, of Erf 92 Arcadia Township, Local Authority City Council of Pretoria, measuring 91 square metres; and

An undivided share in the common property in the land and building held under Deed of Transfer Number ST 14488/93 dated 23 February 1993.

Known as Flat Number 105 Ockenburg, 595 Church Street 595, Arcadia, Pretoria.

Particulars are not guaranteed.

2-bedroomed flat with lounge, diningroom, kitchen and bathroom.

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

J. A. Alheit, for MacRobert De Villiers Lunnon & Tindall Inc. (Tel. 328-6770.) (Ref. N1/A-M01170/JAA/J S Herbst.)

Case No. 71561/95

IN THE MAGISTRATE'S COURT PRETORIA

In the matter between: **A B S A BANK LIMITED** (VOLKSKAS DIVISION), Plaintiff, and **ARCHIE PETER TRUTER,** First Defendant, **SALOMÉ JOHANNA TRUTER,** Second Defendant

A sale will be held at N G Sinodale Centre, 234 Visagie Street, Pretoria, on **Tuesday, 27 February 1996 at 10:00,** of:

Section 3, as shown on Sectional Plan No. SS 3/76, in the building Klein Karoo, at Erf 162, Gezina Township; Local authority: Central Pretoria Metropolitan Substructure measuring 130 square metres; and

An undivided share in the common property in the land and building held under Deed of Transfer No. ST 11306/95 dated 15 February 1995.

Known as Duplex Flat No. 3 Klein Karee, 612 11th Avenue, Gezina.

Particulars are not guaranteed.

3-bedroomed duplex flat with lounge/diningroom, kitchen, bathroom, separate toilet and single garage.

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

J. A. Alheit, for MacRobert De Villiers Lunnon & Tindall Inc. (Tel. 328-6770.) (Ref. N1/A-451314/JAA/J S Herbst.)

Case No. 70899/95

IN THE MAGISTRATE'S COURT PRETORIA

In the matter between: **A B S A BANK LIMITED** (UNITED DIVISION), Plaintiff, and **TOBIAS WILLEM GERHARDUS VAN RENSBURG,** First Defendant, **SUSANNA ISSABELLA VAN RENSBURG,** Second Defendant

A sale will be held at N G Sinodale Centre, 234 Visagie Street, Pretoria, on **Tuesday, 27 February 1996 at 10:00** of:

Section No. 7, as shown on Sectional Plan No. SS99/1984 in the building Monopati, situate at Erf 3248 Pretoria Township, Registration Division J R Transvaal; Local Authority City Council of Pretoria, measuring 91 square metres; and

An undivided share in the common property in the land and building held under Deed of Transfer Number ST 90033/92.

Known as Flat No. 213 Monopati North, 280 Visagie Street, Pretoria.

Particulars are not guaranteed.

2-bedroomed flat with lounge, diningroom, kitchen & bathroom/shower.

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

J. A. Alheit, for MacRobert De Villiers Lunnon & Tindall Inc. (Tel. 328-6770.) (Ref. N1/A-451298/JAA/J S Herbst.)

Case No. 72791/95

IN THE MAGISTRATE'S COURT PRETORIA

In the matter between **A B S A BANK LIMITED** (UNITED DIVISION), Plaintiff, and **ANDRIES HERMANUS VAN TONDER,** Defendant

A sale will be held at N G Sinodale Centre, 234 Visagie Street, Pretoria, on Tuesday **27 February 1996 at 10:00** of:

Section 52, as shown on Sectional Plan Number SS 85/1980 in the building Kingsway, measuring 44 square metres; and

An undivided share in the common property in the land and building held under Certificate of Sectional Registered Title Number ST 85/1980(52)(unit) dated 9 October 1980.

Known as Flat No. 410 Kingsway, 485 Schoeman Street, Pretoria.

Particulars are not guaranteed.

Bachelor flat with lounge, kitchen and bathroom.

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

J. A. Alheit, for MacRobert De Villiers Lunnon & Tindall Inc. (Tel. 328-6770.) (Ref. N1/A-448573/JAA/J S Herbst.)

Case No. 76054/95

IN THE MAGISTRATE'S COURT PRETORIA

In the matter between **A B S A BANK LIMITED** (ALLIED DIVISION), Plaintiff, and **NIKLAAS OLYN,** First Defendant, and **LYA OLYN,** Second Defendant

A sale will be held at N G Sinodale Centre, 234 Visagie Street, Pretoria, on Tuesday, **27 February 1996 at 10:00,** of:

Erf 809, Nellmapius Township, Registration Division: J R Transvaal, measuring 220 square metres, known as 16 Askhan Oord, Nellmapius.

Particulars are not guaranteed.

Dwelling with lounge, kitchen, three bedrooms and bathroom.

Inspect Conditions at Sheriff Pretoria North East, 1210 Pretorius Street, Hatfield, Pretoria.

J. A. Alheit, for MacRobert De Villiers Lunnon & Tindall Inc. (Tel. 328-6770.) (Ref. N1/A-M01115/JAA/J.S Herbst.)

Case No. 47228/95

IN THE MAGISTRATE'S COURT PRETORIA

In the matter between **A B S A BANK LIMITED** (ALLIED DIVISION), Plaintiff, and **SANTA KLOPPER,** First Defendant, **LEENDERT KLOPPER** (in his capacity as Surety), Second Defendant

A sale will be held at Fehrs Lane Centre, 130B Struben Street, Pretoria, on Wednesday **28 February 1996 at 10:00,** of:

Erf 367 Doringkloof Township, Registration Division J R, Province Gauteng, measuring 991 square metres, known as 89 Kiaat Street, Doringkloof 0149.

Particulars are not guaranteed.

Dwelling with entrance hall, lounge, dining-room, kitchen, family room, three bedrooms, two bathrooms, study, scullery and three garages.

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

J. A. Alheit, for MacRobert De Villiers Lunnon & Tindall Inc. (Tel. 328-6770.) [Ref. N1/A-443682)376806)/JAA/J S Herbst.]

Case No. 42305/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT PRETORIA

In the matter between **A B S A BANK LIMITED** (UNITED DIVISION), Plaintiff, and **GERHARDUS ALWYN BEETGE,** First Defendant, and **MARTHA CHRISTINA SOPHIA BEETGE,** Second Defendant

A sale will be held at Room 603A, Olivetti House, corner of Schubart and Pretorius Streets, Pretoria, on **Thursday, 29 February 1996 at 10:00,** of:

Portion 8 of Erf 47, Daspoort Township, Registration Division J R, Province Gauteng, measuring 991 square metres, known as 816 Van der Stel Street, Daspoort.

Particulars are not guaranteed.

Dwelling with lounge, kitchen, three bedrooms, bathroom, toilet, staff rooms, stores, garage and outside toilet.

Inspect Conditions at Sheriff Pretoria West, Room 607 Olivetti House, corner of Schubart and Pretorius Streets, Pretoria.

J. A. Alheit, for MacRobert De Villiers Lunnon & Tindall Inc. (Tel. 328-6770.) [Ref. N1/A-434292(414101)/JAA/J S Herbst.]

Case No. 10549/95

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **STANDARD BANK,** Plaintiff, and **MAPONDE KLEINBOOI SIBIYA,** 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 **29th February 1996, at 10:00** at the Ekangala Magistrate's Offices:

Unit No. 3652 "D" situated in the Township Ekangala, in the district of Mkobola, Registration Division J R Transvaal, measuring 290 (two hundred and ninety) square metres, held by virtue of Deed of Grant No. 10/91, situated at 3652 Ekangala D.

The following information is furnished, though in this respect nothing is guaranteed: Dwelling under tile roof, consisting of 2 bedrooms, lounge, kitchen, bathroom, shower and toilet.

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

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

A. Holtzhausen, for MacRobert De Villiers Lunnon & Tindall Inc, 23rd Floor, SAAU Building, corner of Schoeman and Andries Streets, Pretoria. (Tel. 339-8311.) (Ref. L442619/ldw.)

Case No. 9071/95

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

In the matter between **N B S BANK LIMITED,** PLAINTIFF, and **THEMBEKA SYLVIA NDUNA,** DEFENDANT

Kindly take notice that pursuant to a judgment granted on 2 January 1996 and Warrant of Execution dated 2 January, 1996 the following property will be sold in execution **at 11:15 on Friday 1 March 1996** at the offices of the Sheriff of the Magistrates Court, 182 Leeuwpoort Street, Boksburg:

All the defendants right title and interest in the leasehold in respect of Erf 1077 Vosloorus Extension 3 Township, Registration Division I R Transvaal.

Improvements: Single storey brick and plaster under tile, lounge, kitchen, two bedrooms, bathroom/toilet and wire fence, known as Erf 1077, Vosloorus, Extension 3, Boksburg.

Terms and conditions:

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

Conditions: The full Conditions of Sale may be inspected at the Sheriff of the Magistrates Court's office Boksburg.

Dated at Benoni on the 26 January 1996.

M. C. Gishen, for Gishen Gilchrist & Reid, 7th Floor, Momentum Building, 54 Woburn Avenue, Benoni; P.O. Box 356, Benoni, 1500. (Tel. 421-0921.) (Ref. Mrs Bluett/N1489.)

Case No. 6141/95
PH 482
C 43
DX 257 JHB

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 **KUNENE, SIPHIWE MOSES,** Defendant/Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) a sale without reserve will be held by the Sheriff of the Supreme Court for the District of Johannesburg East, at 131 Marshall Street, Johannesburg, on Thursday the **29th day of February 1996 at 10:00,** of the undermentioned property of the Defendant on and subject to the conditions to be inspected at the offices of the said Sheriff:

The property is Erf 2558, Jeppestown Township, Registration Division I.R., Transvaal, measuring 592 square metres and held under Deed of Transfer No. T36190/1994 situated at 13 Reimers Street, Jeppestown, Johannesburg.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: Single storey dwelling with iron roof, internal and external brick walls that are plastered and painted: 3 Bedrooms, 1 lounge, 1 kitchen, 1 bathroom, 1 wc, 1 garage, 4 servant's rooms with one bathroom and 1 wc.

Terms: 10% (ten percent) 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 the registration of transfer, 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 are payable and calculated at 5% (five percentum) on the proceeds of the sale up to a price of R20 000,00 (twenty thousand rand) and thereafter 3% (three percentum) 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 26th day of January 1996.

Max Cohen, Plaintiff's Attorney, 410 Delbree House, 300 Bree Street, Johannesburg, 2001; P.O. Box 4184, Johannesburg, 2000. DX 257 JHB. (Tel. 336-0046/Fax. 336-0274.) (Ref. Max Cohen/Clinton Lewis/F370.)

Case No. 7548/1995

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

In the matter between **NEDCOR BANK LIMITED,** Plaintiff, and **JAMESON MOSES NXUMALO,** First Defendant, **REBECCA PHINDILE NXUMALO,** Second Defendant

In pursuance of a judgment granted in the above Honourable Court on the 22nd September 1995, and warrant of execution issued pursuant thereto the property listed hereunder will be sold in execution on **8 March 1996 at 11:15 a.m.** at the Sheriff's office, 182 Leeuwpoort Street, Boksburg, to the highest bidder:

Certain Erf 8303, Vosloorus Extension 9 Township, situated at 8303 Phakoe Mammalangoane, in the Township of Vosloorus, District of Boksburg, measuring 450 (four hundred and fifty) square metres.

The following improvements are reported to be on the property, but nothing is guaranteed: Building built of brick and plaster with tiled roof, comprising of 3 bedrooms, 1 bathroom, 1 kitchen, 1 lounge.

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 Boksburg on this the 25th day of January 1996.

Hammond Pole & Dixon, Domicilium, 10 Bloem Street, Boksburg. (Tel. 422-1350.) (Ref. Mr Rosine/cvz/W0929H.)

Case No. 12749/95

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

In the matter between **NEDCOR BANK LIMITED,** Plaintiff, and **GEOFF WINTER,** 1st Defendant, **GERTRUIDA MARIA WINTER,** 2nd Defendant

On the **1 March 1996 at 11:15** the undermentioned property will be sold in execution at the Sheriff's Offices, 182 Leeuwpoort Street, Boksburg:

Certain Erf 126, Comet, Registration Division I.R., the Province of Gauteng, situated at 1 Escombe Road, Comet, Boksburg, Boksburg.

Improvements: Detached single storey brick residence consisting of 3 bedrooms, bathroom, kitchen, lounge, dining room, study and outbuildings comprising 2 garages.

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

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

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

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

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

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

Dated at Boksburg on this 26 January 1996.

Tuckers Inc., 2nd Permanent Building, 312 Commissioner Street, Boksburg. (Tel. 892-3400.) (Ref. Mrs L. Pinheiro/H09024.)

Saak No. 205/94

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN VANDERBIJLPARK GEHOU TE VANDERBIJLPARK

In die saak tussen **SAAMBOU BANK BEPERK,** Eiser, en **MZWANDILE DAVID HELEBE,** Verweerder

Ingevolge 'n uitspraak van bogemelde Agbare Hof en 'n Lasbrief vir eksekusie gedateer 2 Februarie 1994 sal die Verweerder se Reg op Huurpag op die volgende onroerende eiendom, wat spesiaal uitwinbaar verklaar is in eksekusie verkoop word aan die hoogste bieder op **8 Maart 1996 om 10:00** by die Landdroskantoor, Vanderbijlpark, te wete:

Alle reg, titel en belang in die huurpag ten opsigte van Erf 62360, Gebied 17, Sebokeng Dorpsgebied, Registrasie Afdeling I.Q., Transvaal, groot 392 (driehonderd twee-en-negentig) vierkante meter.

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

Verkoopvoorwaardes:

1. Die reg sal verkoop word aan die hoogste bieder en die verkoping sal onderworpe wees aan die bepalings van Art 66 van die Landdroshofwet Nr. 32 van 1944 soos gewysig en die regte van verbandhouers en ander preferente krediteure.

2. Die koopprys sal betaalbaar wees soos volg—

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

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

Die volledige verkoopvoorwaardes lê ter insae by die Balju-Landdroshof te Vanderbijlpark en by die Eiser se Prokureurs en sal deur die Balju voor die verkoping uitgelees word.

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

Geteken te Vanderbijlpark hierdie 19 dag van Januarie 1996.

P/a Du Plessis & Pieterse, Prokureur vir Eiser, Calance House Nr. 1, President Krugerstraat, Vanderbijlpark. (Verw. A1662/ JM Pieterse/mev. Harmse.)

Saak No. 3534/95

IN DIE LANDDROSHOF VIR DIE DISTRIK OBERHOLZER GEHOU TE OBERHOLZER

In die saak tussen **SAAMBOU BANK BEPERK,** Eiser, en **L I DYASI & V DYASI,** Verweerder

Ingevolge 'n vonnis in bogemelde saak in die Landdroshof Oberholzer en 'n Lasbrief vir Eksekusie gedateer 3 Oktober 1995 sal die ondergemelde eiendom per geregtelike veiling verkoop word te die Landdroskantoor, Van Zyl Smitstraat, Oberholzer om **10:00 op Vrydag, 1 Maart 1996**:

Erf 745, geleë in die dorp Carletonville Uitbreiding 1, Registrasie Afdeling I.Q., Transvaal, groot 1 115 vierkante meter, gehou kragtens Akte van Transport T65748/93.

Woonhuis bestaande uit 1 x TV kamer, aparte toilet, 1 x sitkamer, 1 x badkamer, 4 x slaapkamers, 1 eetkamer, aparte stort & wasbak, 1 x kombuis, buitekamer, toilet & enkel motorhuis.

Die belangrikste voorwaardes vir verkoop is:

1. Die eiendom sal deur die Balju van die Landdroshof van Oberholzer aan die hoogste bieder verkoop word.

2. Die koper moet 10% (tien per centum) van die koopprys in kontant betaal op die dag van die verkoping aan die Balju van die Landdroshof van Oberholzer. Die balans van die koopsom moet gewaarborg word deur 'n bank of bouvereniging, betaalbaar by registrasie van die eiendom in naam van die koper, welke gemelde waarborg gelewer word aan die Balju van die Landdroshof, Oberholzer.

3. Die aanbod (kapitale bedrag) sal nie die bedrag belasting op toegevoegde waarde insluit nie, maar sal betaalbaar wees deur die koper op die bedrag aangebied, welke bedrae tesame met die koopprys daarstel—indien die koper 'n vendor is.

Die verdere voorwaardes van verkoop sal ter insae lê by die kantore van die Balju, Oberholzer, asook by die kantore van die Eiser se prokureurs.

Aldus gedoen en geteken te Oberholzer op hede die 25ste dag van Januarie 1996.

Oosthuizen & Roeland, Eggo Janstraat 64, Oberholzer, 2502. (Verw. mnr. Roeland/mf.)

Saak No. 9812/95

IN DIE LANDDROSHOF VIR DIE DISTRIK PIETERSBURG GEHOU TE PIETERSBURG

In die saak tussen **ABSA BANK BEPERK,** h/a ALLIED BANK, Eksekusieskuldeiser, en **RAMLUCKAN RAMNATH,** 1ste Eksekusieskuldenaar, en **YENTHRI RAMNATH,** 2de Eksekusieskuldenaar

Ten uitvoer van 'n Vonnis wat die Landdros van Pietersburg toegestaan het op 14 Desember 1995 en 'n Lasbrief vir Eksekusie uitgereik in opvolging daarvan, sal die ondergemelde eiendom in eksekusie verkoop word op **22 Maart 1996 om 10:00** by die Landdroskantoor, Pietersburg, aan die hoogste bieder, naamlik:

Erf 165, geleë in die dorpsgebied van Penina Park, Registrasie Afdeling L.S., Noordelike Provinsie, groot 1 089 (een duisend nege-en-tagtig) vierkante meter, gehou kragtens Akte van Transport T59503/93.

Die eiendom kan omskryf word soos volg: Woonhuis geleë te Levubustraat 11, Penina Park, Pietersburg, gebou van steen onder dak van teëls en bestaan uit: Ingangsportaal, sitkamer, eetkamer, kombuis, opwasgedeelte, studeerkamer, 3 slaapkamers, 2 badkamers met toilet en dubbel motorhuis.

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

Geteken te Pietersburg op die 22ste dag van Januarie 1996.

W. A. H. Nel, vir Steytler Nel & Calitz, Eerste Vloer, Pioneersentrum, Landdros Maréstraat 52, Pietersburg. (Verw. mnr. Nel/CF/ANA 249.)

Saak No. 4199/95

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN BENONI GEHOU TE BENONI

In die saak tussen **STADSRAAD VAN GROTER BENONI,** Eksekusieskuldeiser, en **PORTION 192 BLUE SADDLE RANCHES BK,** Eksekusieskuldenaar

Ingevolge 'n Vonnis toegestaan in bogenoemde Hof op die 14de dag van Augustus 1995 en 'n Lasbrief vir Eksekusie gedateer die 8ste dag van September 1995, sal die volgende onroerende eiendom voetstoots verkoop word deur die Balju vir die Landdroshof, Benoni, voor die Landdroshof, Harpurlaan, Benoni op **Woensdag die 6de dag van Maart 1996 om 11:00:**

Erf 564, Lakefield Uitbreiding 24 Dorpsgebied, Registrasie Afdeling I.R., provinsie Gauteng, geleë te Lunarweg 16, Lakefield, Benoni, groot 1 504 vierkante meter, gehou kragtens Akte van Transport: T3884/1991.

Die eiendom bestaan uit onder andere die volgende alhoewel geen waarborg gegee word nie: 'n Leë erf.

Vernaamste voorwaardes van verkoping:

1. Die voorwaardes van verkoping sal ter insae lê by die kantoor van die Balju vir die Landdroshof Benoni, Liverpool Park 12, Liverpoolweg, Benoni.

2. Die verkoping geskied sonder voorbehoud by wyse van openbare verkoping en die eiendom word behoudens die bepalings van Artikel 66(2) van die Landdroshowe Wet 32 van 1944, soos gewysig, aan die hoogste bieër verkoop.

3. Koopprys is soos volg betaalbaar:

3.1 Deposito van 10% van die koopprys is betaalbaar onmiddellik na die verkoping;

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

Gedateer te Benoni op 26 Januarie, 1996.

C. de Heus, vir Du Plessis De Heus en Van Wyk, Prokureur vir Eksekusieskuldeiser, Eerste Vloer, Marilest Gebou, Woburnlaan 72, Posbus 1423, Benoni, 1500. (Tel. 422-2435.) (Verw. Mnr. De Heus/AM/CC3033.)

Saak No. 4198/95

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN BENONI GEHOU TE BENONI

In die saak tussen **STADSRAAD VAN GROTER BENONI,** Eksekusieskuldeiser, en **PORTION 192 BLUE SADDLE RANCHES BK,** Eksekusieskuldenaar

Ingevolge 'n Vonnis toegestaan in bogenoemde Hof op die 14de dag van Augustus 1995 en 'n Lasbrief vir Eksekusie gedateer die 8ste dag van September 1995, sal die volgende onroerende eiendom voetstoots verkoop word deur die Balju vir die Landdroshof Benoni, voor die Landdroshof, Harpurlaan, Benoni op **Woensdag die 6de dag van Maart 1996 om 11:00:**

Erf 565, Lakefield Uitbreiding 24 Dorpsgebied, Registrasie Afdeling I.R., provinsie Gauteng, geleë te Lunarweg 18, Lakefield, Benoni, groot 1 501 vierkante meter, gehou kragtens Akte van Transport: T3885/1991.

Die eiendom bestaan uit onder andere die volgende alhoewel geen waarborg gegee word nie: 'n Leë erf.

Vernaamste voorwaardes van verkoping:

1. Die voorwaardes van verkoping sal ter insae lê by die kantoor van die Balju vir die Landdroshof Benoni, Liverpool Park 12, Liverpoolweg, Benoni.

2. Die verkoping geskied sonder voorbehoud by wyse van openbare verkoping en die eiendom word behoudens die bepalings van Artikel 66(2) van die Landdroshowe Wet 32 van 1944, soos gewysig, aan die hoogste bieër verkoop.

3. Koopprys is soos volg betaalbaar:

3.1 Deposito van 10% van die koopprys is betaalbaar onmiddellik na die verkoping;

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

Gedateer te Benoni op 26 Januarie, 1996.

C. de Heus, vir Du Plessis De Heus en Van Wyk, Prokureur vir Eksekusieskuldeiser, Eerste Vloer, Marilest Gebou, Woburnlaan 72, Posbus 1423, Benoni, 1500. (Tel. 422-2435.) (Verw. Mnr. De Heus/AM/CC3032.)

Case No. 10123/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **STANDARD BANK OF S.A. LIMITED,** Plaintiff, and **VANROOI SIMON KHUNOU,** First Defendant, and **JOHANNA KHUNOU,** Second Defendant

A sale in execution of the undermentioned property is to be held at the office of the Sheriff, Thabazimbi, at the entrance of the Magistrate's Court, Fourth Avenue, Thabazimbi, on **Friday, 1 March 1996 at 10:00:**

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

Property: Erf 503, in the township Regorogile, Registration Division K.Q., Northern Province, measuring 330 square metres, also known as 503 Regorogile, District of Thabazimbi.

Improvements: A house—3 bedrooms, lounge, diningroom, kitchen, 2 bathrooms and toilet.

Full conditions of sale can be inspected at the Sheriff, Thabazimbi, 61 Van der Bijl Street, Thabazimbi, and will be read out prior to the sale taking place.

Findlay & Niemeyer Incoporated, Attorneys for Plaintiff, P.O. Box 801, Pretoria. (Tel. 326-2487.) (Ref. Mr Coetzee eb S1490.)

Case No. 9911/94
PH 79 DX 435

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **FIRST NATIONAL BANK OF SOUTHERN AFRICA LIMITED,** Plaintiff, and **WOODS, ANN VAUGHAN,** 1st Defendant, and **WOODS, ANTHONY WAYNE,** 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 price will be held at 4th Floor, Standard Towers, 247 President Street, Germiston, on the **29th February 1996 at 10:00,** of the undermentioned property of the First Defendant on the conditions to be read out by the auctioneer at the abovementioned address, prior to the sale:

Erf 49, Harmelia Township, Registration Division I.R., Transvaal, measuring 1 107 square metres, the property is zoned residential.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: Single storey dwelling comprising of 1 entrance hall, 1 lounge, 1 diningroom, 1 kitchen, 4 bedrooms, 1 bathroom, 1 shower, double garage, servants quarters and swimming pool.

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

Auctioneer's charges, payable on the day of the sale, to be calculated as follows: 5% (five percent) on the proceeds of the sale up to the 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).

Dated at Johannesburg on this day of 1996.

Lucian Goldblatt, Plaintiff's Attorney, 18 Ennis Road, P.O. Box 72034, Parkview, 2122. (Tel. 646-0139.) (Ref. Mr Goldblatt/am.)

Saak No. 3813/95

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN VEREENIGING GEHOU TE VEREENIGING

In die saak tussen **NBS BANK BEPERK,** Eiser, en **KLAUS JURGEN ANGELBAUER,** 1ste Verweerder, en **ANNETTE ANGELBAUER,** 2de Verweerder

Ter uitwinning van 'n Vonnis van die Landdroshof vir die distrik van Vereeniging, sal die eiendom hieronder vermeld per openbare veiling verkoop word deur die Balju by die Kantoor van die Balju, Landdroshof, Vereeniging, te Beaconsfieldlaan 41A, Vereeniging, op die **20 Maart 1996 om 10:00:**

Erf 130, geleë in die dorpsgebied van Bedworth Park, in die Registrasie Afdeling I.Q., Transvaal, groot 2 506 vierkante meter, gehou kragtens Akte van Tansport T51073/94, bekend as Orionstraat 2, Bedworthpark.

Verbeterings: Eetkamer, 3 slaapkamers, 3 badkamers, 3 toilette, TV-kamer, studeerkamer, dubbel motorhuis, motor afdak, buitekamer, swembad met beton omheining, teëldak.

Terme: Een tiende van die koopprys sal betaalbaar wees op die dag van die verkoping en die balans tesame met rente daarop teen die koers van 18,25% per jaar vanaf datum van koop tot datum van betaling sal gewaarborg word deur 'n bank, bouvereniging en ander aanvaarbare waarborg. Sodanige waarborg moet verstrek word aan die Balju, Vereeniging, binne 14 (veertien) dae vanaf datum van verkoping.

Voorwaardes:

Die volledige voorwaardes van verkoping lê ter insae by die Kantoor van die Balju, Landdroshof, Vereeniging.

Geteken te Vereeniging op hierdie 20ste dag van Januarie 1996.

Rossouw & Prinsloo, N.B.S. Gebou, Merrimanlaan, Posbus 871, Vereeniging. (Verw. JAM Prinsloo/avdb.)

Saak No. 321/94

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN WONDERBOOM GEHOU TE PRETORIA-NOORD

In die saak tussen **ONS EERSTE VOLKSBANK,** Eiser, en **P H JANSEN VAN VUUREN,** 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 **11:00 op die 8ste dag van Maart 1996** te Balju Kantoor, Ged 83 De Onderstepoort, ou Warmbadpad, Bon Accord, per publieke veiling deur die Balju, Pretoria-Noord verkoop word:

Resterende gedeelte van Erf 31 tesame met die verbeteringe of geboue daarop geleë in die dorpsgebied van The Orchards, bekend as Palmlaan 9, the Orchards gehou kragtens Akte van Transport van Huurpag No. T26452/79, grootte 1 183 vierkante meter.

Verbeterings (ten opsigte waarvan egter geen waarborg gegee kan word nie): Losstaande baksteen en/of sementwoonhuis onder sinkdak bestaande uit: Drie slaapkamers, toilet, sitkamer, TV kamer, kombuis twee badkamers, eetkamer, twee motorhuise en een buitetoilet.

Die wesentlike voorwaardes van verkoop is:

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

Geteken te Pretoria-Noord hierdie 25ste dag van Januarie 1996.

H. C. Smalberger, vir Hack Stupel & Ross, H S R-gebou, Emily Hobhouselaan 264, Pretoria-Noord. (Smalberger/V7/80/cn.)

Case No. 40266/1995

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

In the matter between **ABSA BANK LIMITED,** Plaintiff, and **BERNARD HENRY SWART,** Defendant

A sale will be held at Fehrs Avenue Centre, 130B Struben Street, Pretoria, on **Wednesday 28 February 1996 at 10:00:**

Erf 1197, Waterkloof Ridge Extension 2 Township, Registration Division JR, Transvaal, measuring 1 487 square metres, known as 406 Ridgeview Avenue, Waterkloofrif.

Particulars are not guaranteed: Dwelling: Entrance hall, lounge, family room, diningroom, kitchen, three bedrooms, two bathrooms and study. Double garage, staff room, two toilets, two showers, family room and gym.

Inspect conditions at Sheriff Pretoria East, Fehrs Avenue Centre, 130B Struben Street, Pretoria.

J. A. Alheit, for MacRobert De Villiers Lunnon & Tindall Inc. (Tel. 328-6770 × 313.) (Verw. N1/B-443614/JAA/M Oliphant.)

Case No. 34086/1995

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

In the matter between **ABSA BANK LIMITED,** Plaintiff, and **CHARLIE BECK,** Defendant

A sale will be held at N G Sinodale Centre, 234 Visagie Street, Pretoria, on Tuesday, 27 February 1996 at 10:00:

Erf 150, in the Township Nellmapius, Registration Division JR, Transvaal, measuring 263 square metres, known as 561 Pelgrimsrust Street, Nellmapius.

Particulars are not guaranteed: Dwelling: Lounge, kitchen, two bedrooms and bathroom. Carport.

Inspect conditions at Sheriff Pretoria North East, 1210 Pretorius Street, Hatfield, Pretoria.

J. A. Alheit, for MacRobert De Villiers Lunnon & Tindall Inc. (Tel. 328-6770 × 313.) (Ref. N1/B-439487/JAA/M. Oliphant.)

Case No. 27249/1995

IN THE MAGISTRATE'S COURT PRETORIA

Between **ABSA BANK LIMITED,** Plaintiff, and **RONALD GEORGE PETERSEN,** Defendant

A sale will be held at Sinodale Centre, 234 Visagie Street, Pretoria, on **Tuesday 27 February 1996 at 10:00:**

(a) Section 22 as shown on Sectional Plan No. SS 91/1980 in the building Zulweni, situated at Erf 91, Arcadia, Local Authority, City Council of Pretoria, measuring 96 (ninety-six) square metres; and

(b) an undivided share in the common property in the land and building held under Deed of Transfer ST 91264/1992 dated 7 October 1992; known as Flat Number 306, Zulweni, 588 Church Street, Arcadia.

Particulars are not guaranteed: For Residential use: Flat: Lounge, diningroom, kitchen, two and half bedrooms and bathroom. Carport.

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

J. A. Alheit, for Macrobert De Villiers Lunnon & Tindall Inc. (Tel. 328-6770 × 313.) (Ref. N1/B-439432/JAA/M. Oliphant.)

Case No. 95/17237
PH 104

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **THE STANDARD BANK OF S.A. LTD,** Execution Creditor, and **MACHELI, MACHELI PHILLIP,** Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the abovementioned suit, a sale without reserve will be held at the Main Entrance Hall of the Magistrate's Court, Vanderbijlpark, on the **1 March, 1996 at 10:00** of the undermentioned property of the Defendant on the conditions which will lie for inspection at the Magistrate's Court, General Hertzog Street, Vanderbijlpark prior to the sale:

Certain: All right, title and interest in the leasehold in respect of Erf 16124, situated in the Township of Sebokeng Extension 21, Registration Division I.Q., Transvaal; being 16124 Sebokeng Extension 21, Vanderbijlpark, measuring 150 (one hundred and fifty) square metres.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: A detached single storey brick built residence with tiled roof, comprising kitchen, lounge/dining room, 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 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 29th day of January, 1996.

Ramsay, Webber and Company, Plaintiff's Attorneys, 5th Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/avb/M1186.)

Case No. 101947/93
PH 374.01

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

In the matter between **PULSE PUBLICATIONS (PTY) LIMITED,** Plaintiff (Judgment Creditor), and **CONTRACT COMMUNICATIONS (PTY) LIMITED,** 1st Defendant (Judgment Debtor), and **MR PIET STASSEN SMIT,** 2nd Defendant (Judgment Debtor)

In pursuance of a judgment in the Magistrate's Court dated 15th September 1994, and a writ of execution dated 29th September 1994, in an amount of R6 009,00 (six thousand and nine rand) and together with interest thereon at the rate of 15,5 per centum per annum as from 17th October 1993, to date of final payment.

And the sale in execution being 28th February 1996, and costs in respect thereof, the property listed hereunder will be sold in execution on **28 February 1996, at 10:00** at the Randburg Magistrate's Court, corner of Selkirk and Jan Smuts Avenue, Blairgowrie, to the highest bidder, of the property in respect of Erf 80, Beverley Gardens Township, Registration Div. I.R. and being 4 Roos Street, Beverley Gardens, and consisting of: 4 bedrooms/4 bathrooms/kitchen/laundry/1 lounge area/dining room/family room/bar/swimming pool/s.q. double garage and tiled roof and in extent 1 983 square metres.

No warranty or undertaking is given in relation to the nature of the property. The material conditions of sale are:

1. The sale will be held by public auction and will be sold voetstoots, with no warrantee whatsoever.

2. Immediately after the sale, the purchaser shall sign the conditions of sale which can be inspected at offices of the Sheriff-Randburg, 9 Elnarandhof, corner of Selkirk and Blairgowrie Drive, Blairgowrie, Randburg.

3. The purchaser shall pay all amounts necessary to obtain transfer of the property, including all costs of transfer, transfer duty, rates, taxes, licences, sanitary fees, interest etc.

4. The purchase price shall be paid as to 10% (ten per centum) thereof in cash or by bank guaranteed cheque, and the unpaid balance to be paid or secured by a bank or building society guarantee within 14 (fourteen) days from the date of sale.

5. The property shall be sold subject to any existing tenancy. The full and amplified conditions of sale which will be read immediately prior to the sale may be inspected at the office of the Sheriff, Randburg.

Dated at Johannesburg on this the 19th day of January 1996.

D. Küsel, for Gerald Olitzki & Associates, Judgment Creditor's Attorneys, 5th Floor, 132 Fox Street, Johannesburg. (Reference Mr Kusel/Morel.)

Case No. 95/26556

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **FIRST NATIONAL BANK OF SOUTHERN AFRICA LIMITED,** Plaintiff, and **MALEBO, AMOS TEBOHO,** 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 **29 February 1996 at 10:00,** of the undermentioned property of the Defendant on the Conditions to be read out by the Auctioneer at 131 Marshall Street, Johannesburg, and the full Conditions of Sale may be inspected at the offices of the Sheriff of the Court, Johannesburg West, 2nd Floor, T F C House, 32 Von Brandis Street, Johannesburg, prior to the sale:

Erf 5613 Pimville Zone 5 Township, Registration Division I.Q. Transvaal, 301 (three hundred and one) square metres, situated at Erf 5613 Pimville Zone 5 Township.

The following information is furnished in respect of the improvements, though in this respect nothing is guaranteed: Constructed: Brick The property is zoned Residential.

Dwelling under asbestos roof, 5 rooms, kitchen.

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 (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 23 January 1996.

Ismail Ayob & Partners, Plaintiff's Attorneys, Twenty Sixth Floor, Southern Life Centre, 45 Commissioner Street, P.O. Box 728, Johannesburg. [Tel. (011) 832-3251.] (Ref. F23427/FC.)

Case No. 41948/95

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

In the matter between **NBS BANK LIMITED,** Plaintiff, and **STEPHANUS JOHANNES BUYS,** Defendant

A sale in execution will be held at **10:00** on the **28th day of February 1996** at Fehrs Avenue Centre, 130 B Struben Street, Pretoria, of:

Erf 993, situated in the township Eldoraigne Extension 2; Registration Division, J.R., Province of Gauteng, measuring 1 259 square metres; known as 21 Stinkhout Avenue, Eldoraigne Extension 2.

The following improvements are reported to be on the property, but nothing is guaranteed: Dwelling single storey, tile roof, brick walls, fitted carpets, novilon, lounge, dining room, study, kitchen, 4 bedrooms, 2 bathrooms, 2 wc's, tv room, entrance, d/garage, 1 servants room, 1 wc, s/pool, pavings and c/yard.

The Conditions of Sale may be inspected at the Office of the sheriff Pretoria South, at Plot 8 Lyttelton Agricultural Holdings, Verwoerdburg.

Solomon, Nicolson, Rein & Verster, Plaintiff's Attorney. (Ref: Mr Stolp/RH/M.1351.)

Saak No. 13171/95

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

In die saak tussen **NBS BANK BEPERK** (Voorheen bekend as NATAL BOUVERENIGING BEPERK), Eiser, en **ANTON CORNELIUS ELS,** 1ste Verweerder, en **BEULAH ELS,** 2de Verweerder

Ingevolge 'n vonnis toegestaan in die Landdroshof vir die distrik Kempton Park, en 'n lasbrief vir eksekusie gedateer 29 November 1995 eiendom hieronder uiteengesit en in eksekusie verkoop op **8 Februarie 1996 om 10:00,** by die Balju kantore, Parkstraat 8, Kempton Park, aan die hoogste bieër:

Sekere erf 581, Terenure X 15 dorpsgebied, registrasie afdeling IR, Transvaal in die distrik Kempton Park, ook bekend as Loopboomstraat 25, Terenure, 875 m^2 (agthonderd vyf-en-sewentig) vierkante meter groot.

Die volgende word aangekondig, maar geen waarborg in verband daarmee word verskaf nie: 3 × slaapkamer(s), 2 × badkamer(s), 2 × toilet, 1 × sitkamer, 1 × TV kamer, 1 studeerkamer, 1 × eetkamer, 1 × kombuis, 1 × motorhuis, teël dak, oprit.

Voorwaardes van verkoping:

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

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

Aldus gedoen en geteken te Kempton Park op hede hierdie 2de dag van Januarie 1996.

E. M. Liebenberg, vir Nel & Oosthuizen Prokureurs, Eerste Vloer, Gert Nelgebou, Kemptonweg 20, Kempton Park. (Verw. EML/sv/M333/MIE305.)

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

In execution of Judgement of the Magistrates Court Klerksdorp, the undermentioned properties shall be sold per public auction to the highest bidder, at the offices of the Sheriff of the Magistrates Court, 25 Campion Street, Orkney, at **09:00** on the **1st day of March 1996** subject to the following conditions:

(a) The property/right of leasehold shall be sold to the highest bidder without reserve, voetstoots, and subject to the Magistrates' Courts Act 32 of 1944.

(b) The purchaser shall pay 10% (ten per centum) of the purchase price in cash on the date of sale and the balance plus interest at 18,25 percent per year to date of registration to be secured by accepted guarantees within 21 days of date of sale.

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

(d) Improvements as set out hereunder are not guaranteed.

The Judgement Creditor in the undermentioned matters is **NEDCOR BANK LIMITED.**

(1) **Case No. 16861/95.**

Judgement Debtor: **DISWAYA JACKSON & LEDIRWANG RUTH ABSSOLOM.**

Property: Right of leasehold over erf 4633 Kanana Extention 3, measuring 200 square metres.

Improvements: 2 Bedrooms, bathrooms, diningroom, lounge.

(2) **Case No. 7226/95.**

Judgement Debtor: **XOLILE AMOS & VERONICA LOREETTA LULAMA BANGANI.**

Property: Right of leasehold over erf 1749 Kanana, measuring 440 square meters.

Improvements: 3 Bedrooms, bathrooms, diningroom, lounge.

(3) **Case No. 16857/95.**

Judgement Debtor: **ANDILE WILBERFORCE BAMBENI.**

Property: Right of leasehold over erf 2563 Kanana Extention 1 measuring 220 square meters.

Improvements: 2 Bedrooms, bathrooms, diningroom, lounge.

(4) **Case No. 16860/95.**

Judgement Debtor: **VOSE MOLEFE & MOSETANAGAPE ELIZABETH BADUSA.**

Property: Right of leasehold over erf 4540 Kanana Extension 3, measuring 200 square meters.

Improvements: 2 Bedrooms, bathrooms, diningroom, lounge.

(5) **Case No. 14827/95.**

Judgement Debtor: **MOLEKO JOHANNES CHOSI.**

Property: Right of leasehold over erf 5157 Kanana Extension 3, measuring 200 square meters.

Improvements: 2 Bedrooms, bathrooms, diningroom, lounge.

(6) **Case No. 16859/95.**
Judgement Debtor: **MANGALISO DOUGLAS CHILIZA.**
Property: Right of leasehold over erf 4350 Kanana Extension 3, measuring 200 square meters.
Improvements: 2 Bedrooms, bathrooms, diningroom, lounge.
(7) **Case No. 11305/95.**
Judgement Debtor: **KAYLI DAYIMANI.**
Property: Right of leasehold over erf 4499 Kanana Extension 3, measuring 200 square meters.
Improvements: 2 Bedrooms, bathrooms, diningroom, lounge.
(8) **Case No. 14832/95.**
Judgement Debtor: **MANGALISO MESCHACK DLAMINI.**
Property: Right of leasehold over erf 5232 Kanana Extension 3, measuring 200 square meters.
Improvements: 2 Bedrooms, bathrooms, diningroom, lounge.
(9) **Case No. 14829/95.**
Judgement Debtor: **THAMSANQA ELIAS DINGIZWAYO.**
Property: Right of leasehold over erf 4959 Kanana Extension 3, measuring 200 square meters.
Improvements: 2 Bedrooms, bathrooms, diningroom, lounge.
(10) **Case No. 16858/95.**
Judgement Debtor: **POGHISO ELIAS FORANE.**
Property: Right of leasehold over erf 4604 Kanana Extension 3, measuring 200 square meters.
Improvements: 2 Bedrooms, bathrooms, diningroom, lounge.
(11) **Case No. 6158/95.**
Judgement Debtor: **LEKOPANG BOILER HLAODI.**
Property: Right of leasehold over erf 5155, Kanana Extension 3, measuring 287 square meters.
Improvements: 3 Bedrooms, bathrooms, diningroom, lounge.
(12) **Case No. 14831/95.**
Judgement Debtor: **TANTANE JANUARY & HANI LYDIA KONOSA.**
Property: Right of leasehold over erf 4457 Kanana Extension 3, measuring 200 square meters.
Improvements: 2 Bedrooms, bathrooms, diningroom, lounge.
(13) **Case No. 7536/95.**
Judgement Debtor: **NTAKHA JOSPEH & PULENG LYDIA MOHOASE.**
Property: Right of leasehold over erf 4979 Kanana Extension 3, measuring 200 square meters.
Improvements: 3 Bedrooms, bathrooms, diningroom, lounge.
(14) **Case No. 8911/95.**
Judgement Debtor: **ALEX ZINDODA & LULAMA CYNTHERIA MZELEMU.**
Property: Right of leasehold over erf 5211 Kanana Extension 3, measuring 227 square meters.
Improvements: 3 Bedrooms, bathrooms, diningroom, lounge.
(15) **Case No. 9795/95.**
Judgement Debtor: **FREINKEL TELLO MOTHIBAKELEDI MAEZA.**
Property: Right of leasehold over erf 4983 Kanana Extension 3, measuring 198 square meters.
Improvements: 2 Bedrooms, bathrooms, diningroom, lounge.
(16) **Case No. 11306/95.**
Judgement Debtor: **THANDUBUKHOSI MROBONGWANI.**
Property: Right of leasehold over erf 4483 Kanana Extension 3, measuring 188 square meters.
Improvements: 2 Bedrooms, bathrooms, diningroom, lounge.
(17) **Case No. 11815/95.**
Judgement Debtor: **TEBOHO JOSEPH MASIU.**
Property: Right of leasehold over erf 5024 Kanana Extension 3, measuring 200 square meters.
Improvements: 2 Bedrooms, bathrooms, diningroom, lounge.
(18) **Case No. 14830/95.**
Judgement Debtor: **ZAMEKILE MQAMELO.**
Property: Right of leasehold over erf 4619 Kanana Extension 3, measuring 300 square meters.
Improvements: 2 Bedrooms, bathrooms, diningroom, lounge.

(19) **Case No. 16856/95.**

Judgement Debtor: **FUMANEKILE WITNESS MBIKO.**

Property: Right of leasehold over erf 5055 Kanana Extension 3, measuring 250 square meters.

Improvements: 2 Bedrooms, bathrooms, diningroom, lounge.

(20) **Case No. 2096/95.**

Judgement Debtor: **JONAS RESEMATI & PPRISCILLA NOZIPHO NTEMBANE.**

Property: Right of leasehold over erf 201 Kanana, measuring 260 square meters.

Improvements: 2 Bedrooms, bathrooms, diningroom, lounge.

(21) **Case No. 14316/95.**

Judgement Debtor: **JOSPEH KHALUMBA & MANINI JOYCE NYONI.**

Property: Right of leasehold over erf 2544 Kanana Extension 3, measuring 298 square meters.

Improvements: 2 Bedrooms, bathrooms, diningroom, lounge.

(22) **Case No. 15994/95.**

Judgement Debtor: **MZONKE & MOLLTINA NOYILANA.**

Property: Right of leasehold over erf 2539 Kanana Extension 1, measuring 200 square meters.

Improvements: 2 Bedrooms, bathrooms, diningroom, lounge.

(23) **Case No. 16855/95.**

Judgement Debtor: **AUPA JOHANNES NTAMO.**

Property: Right of leasehold over erf 4733 Kanana Extension 3, measuring 203 square meters.

Improvements: 2 Bedrooms, bathrooms, diningroom, lounge.

(24) **Case No. 18044/95.**

Judgement Debtor: **MCHAZA MOSES PHIKA.**

Property: Right of leasehold over erf 4522 Kanana Extension 3, measuring 202 square meters.

Improvements: 2 Bedrooms, bathrooms, diningroom, lounge.

Signed at Klerksdorp on this 25th day of January 1996.

Oosthuizen Du Plooy & Partners, First National Building, Boom Street, P.O. Box 22, Klerksdorp, 2570.

Saak No. 14881/93

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **ABSA BANK BEPERK,** Eiser, en **ATHOL MURRAY PHILLIPS,** Verweerder

'n Eksekusieverkoping word gehou deur die Balju Pretoria-Suid te Fehrslaansentrum, Strubenstraat 130B, Pretoria, op **28 Februarie 1996 om 10:00** van:

Erf 1629, geleë in die dorp Eldoraigne Uitbreiding 3, Registrasie Afdeling J.R., Transvaal, groot 1 518 vierkante meter, gehou kragtens Akte van Transport T87230/89 (beter bekend as Alwynsingel 14, Eldoraigne, X3).

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

Verbeterings: 'n Gedeeltelike dubbelverdieping baksteen woonhuis met asbes- en betondak en volvloermatte bestaande uit 'n ingangsportaal, sitkamer, gesinskamer, studeerkamer, kombuis, opwaskamer, waskamer, 6 slaapkamers, 1 badkamer met bad en toilet, 1 badkamer met bad en stort en 1 badkamer met stort en toilet. *Buitegeboue:* 3 Motorhuise, 1 bediende kamer en 1 badkamer met bad en toilet.

Besigtig voorwaardes by Balju, Pretoria-Suid, Hoewe 83, hoek van Gerhardstraat en Weslaan, Verwoerdburg.

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

Saak No. 13719/94

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **ABSA BANK BEPERK,** Eiser, en **PHILLIP JACOBUS VAN DEN HEEVER,** Verweerder

'n Eksekusieverkoping word gehou deur die Balju Wonderboom te Gedeelte 83, De Onderstepoort (net noord van Sasko Meule, ou Warmbadpad, Bon Accord) op **1 Maart 1996 om 11:00** van:

Erf 1481, Sinoville Uitbreiding 3 Dorpsgebied, Registrasie Afdeling J.R., Transvaal, groot 1 018 vierkante meter, gehou kragtens Akte van Transport T92105/93 (beter bekend as Roeloestraat 738, Sinoville).

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

Verbeterings: 'n Baksteen woonhuis bestaande uit 'n sitkamer, eetkamer, kombuis, 3 slaapkamers en 2 badkamers. *Buitegeboue:* Dubbel motorhuis, bediendekamer en toilet.

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

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

Saak No. 22713/95

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **ABSA BANK BEPERK,** Eiser, en **RUI ALFREDO OLIVEIRA PASSOS,** 1ste Verweerder, **JOLANI-MARI PASSOS,** 2de Verweerder

'n Eksekusieverkoping word gehou deur die Balju, Pretoria-Sentraal te NG Sinodalesentrum, Visagiestraat 234, Pretoria, op **27 Februarie 1996 om 10:00** van:

Resterende Gedeelte van Gedeelte 1 van Erf 499 Gezina Dorpsgebied, Registrasie Afdeling J.R., Transvaal, groot 661 vierkante meter, gehou kragtens Akte van Transport T95151/92 (beter bekend as Jacobstraat 554, Gezina).

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

Verbeterings: 'n Baksteen woonhuis met sinkdak en houtvloere, bestaande uit 'n sitkamer, kombuis, 3 slaapkamers en 1 badkamer. *Buitegeboue:* 1 Personeelkamer, 1 stoorkamer, 1 motorhuis en toilet.

Die eiendom is gesoneer vir woondoeleindes.

Besigtig voorwaardes by Balju Pretoria-Sentraal, Messcor Huis, Margarethastraat 30, Pretoria.

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

Saak No. 81354/95

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN PRETORIA GEHOU TE PRETORIA

In die saak tussen **ABSA BANK BEPERK,** Eiser, en **THEUNIS GERHARDUS MCDONALD,** 1ste Verweerder, en **ANNA CATHARINA MARIA JOHANNA MCDONALD,** 2de Verweerder

'n Eksekusieverkoping word gehou deur die Balju, Pretoria-Sentraal te NG Sinodalesentrum, Visagiestraat 234, Pretoria, op **27 Februarie 1996 om 10:00** van:

Gedeelte 1 van Erf 59, geleë in die dorpsgebied Rietfontein, Registrasie Afdeling J.R., Transvaal, groot 846 vierkante meter, gehou kragtens Akte van Transport T17648/91 (beter bekend as Jacobsstraat 663, Rietfontein).

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

Verbeterings: 'n Baksteen woonhuis met sinkdak en volvloermatte, bestaande uit 'n sitkamer, gesinskamer, werkskamer, 2 kombuise, 3 slaapkamers, 2 badkamers en 'n stoep. *Buitegeboue:* Enkel motorhuis, 1 stoorkamer, bediendekamer en toilet.

Die eiendom is gesoneer vir woondoeleindes.

Besigtig voorwaardes by Balju Pretoria-Sentraal, Messcor Huis, Margarethastraat 30, Pretoria.

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

Saak No. 71781/94

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN PRETORIA GEHOU TE PRETORIA

In die saak tussen **ABSA BANK BEPERK,** Eiser, en **SHRICHANDRA LACHMAN,** 1ste Verweerder, en **DHANWANTHIE LACHMAN,** 2de Verweerder

'n Eksekusieverkoping word gehou deur die Balju, Pretoria-Suid, te Fehrslaansentrum, Strubenstraat 130B, Pretoria op **28 Februarie 1996 om 10:00** van:

Erf 59, geleë in die dorpsgebied van Country View, Registrasie Afdeling J.R., Transvaal, groot 758 vierkante meter, gehou kragtens Akte van Transport T63066/90 (beter bekend as Erf 59, hoek van Tecoma- & Strelitziastrate, Country View, Midrand).

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

Verbeterings: 'n Baksteen woonhuis met teëldak en volvloermatte, bestaande uit 'n sitkamer, eetkamer, kombuis, 3 slaapkamers en 2 badkamers. *Buitegeboue:* 'n Motorafdak.

Besigtig voorwaardes by Balju Pretoria-Suid, Hoewe 83, hoek van Gerhardstraat & Weslaan, Verwoerdburg.

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

Saak No. 15351/95

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **BOLAND BANK PKS BEPERK,** Eiser, en **JOHANN THEOPHILUS HOWELL,** Verweerder

Ingevolge 'n vonnis toegestaan teen bogemelde Verweerder deur die Agbare Hof in bogemelde aangeleentheid gedateer 1 September 1995 en 'n beslaglegging van eksekusie, sal die volgende eiendom van die Verweerder verkoop word deur die Balju op **Woensdag, die 28ste Februarie 1996 om 10:00,** te die kantoor van die Balju, Pretoria-Oos, Strubenstraat 142, Pretoria, aan die hoogste bieër onderhewig aan die voorwaardes wat deur die afslaer gelees sal word tydens die verkoping:

Erf 506, geleë in die dorpsgebied Moreletapark Uitbreiding 7, Registrasie Afdeling J.R., Transvaal, groot 1 252 vierkante meter, gehou kragtens Akte van Transport T17415/89, ook bekend as Primulaweg 813, Moreletapark.

Die volgende verbeteringe is op die eiendom aangebring, alhoewel niks in hierdie verband gewaarborg word nie: 'n Grasdak woonhuis bestaande uit drie slaapkamers, oopplan sitkamer/familiekamer, eetkamer, groot oopplan kombuis, twee vol badkamers en pakkamer/studeerkamer, 'n dubbel motorhuis met kantoor of woonstel tesame met stort en toilet bo-op motorhuis (daar is reeds pype aangelê vir kombuis), bediendekamer met wasbak en toilet, onderdak lapa/onthaalarea met braai, stort, toilet en aantrekkamer – lapa is gesonke met vensters waardeur swembad gesien kan word; sauna; baie sterk boorgat; geëlektrifiseerde ingang; geoutomatiseerde besproeiing.

Voorwaardes: 10% (tien per sent) van die koopprys in kontant op die dag van die verkoping, die balans en rente op die volle koopprys teen 18,5% (agtien komma vyf per sentum) per annum betaalbaar tydens registrasie van transport verkrygbaar vanaf 'n bank, bouvereniging of ander aanvaarbare waarborg wat voorsien moet word binne dertig (30) dae vanaf datum van aankoop. Afslaerskoste bereken teen 5% (minimum R50,00) uit die opbrengs van die verkoping tot en met 'n prys van R20 000,00 en daarna 3% op 'n maksimum fooi van R6 000,00.

Die volle verkoopsvoorwaardes lê gereed vir inspeksie by die kantore van die Balju, Pretoria-Oos, Strubenstraat 142, Pretoria. (Tel. 012 – 326-2305/7).

Gedateer te Pretoria op hede die 23ste dag van Januarie 1996.

J. van der Merwe, MacIntosh Cross & Farquharson, Prokureurs vir Eiser, Permanentegebou 210, Paul Krugerstraat 246, Pretoria. (Verw. J. vd Merwe/DD/V350/95.)

Saak No. 26190/1995

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Witwatersrandse Plaaslike Afdeling)

In die saak tussen **SAAMBOU BANK BEPERK,** Eiser, en **LEONETTE PATRICIA MINA,** Verweerderes

Volgens vonnis van bogemelde Hof sal per veiling die volgende eiendom op **29 Februarie 1996 om 10:00** verkoop word deur die Balju te Kantoor van die Balju, Standard Towers, 4de Vloer, Presidentstraat 247, Germiston, op voorwaardes wat by sy kantoor ingesien kan word:

Eenheid No. 21 soos getoon en vollediger beskryf op Deelplan No. SS181/1994 in die skema bekend as Capricorn Court ten opsigte van die grond en gebou geleë te Wychwood Dorpsgebied in die area van die Germiston Plaaslike Owerheid, waarvan die vloer oppervlakte 85 vierkante meter groot is; ook bekend as Woonstel 30, Capricorn Court, Eugeniaweg 26, Wychwood, Germiston.

Die volgende inligting word verskaf insake verbeteringe alhoewel geen waarborg in verband daarmee gegee word nie: Woonstel met ingang, sitkamer, 2 slaapkamers, eetkamer, kombuis, badkamer en toilet, balkon en motorhuis.

Datum: 31 Januarie 1996.

D. H. Scholtz, vir De Villiers Scholtz, E.S.I.C.-gebou, 2de Verdieping, Commissionerstraat 130, Johannesburg. (Tel. 331-3601.)

Case No. 5829/95

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

In the matter between **SAAMBOU BANK BEPERK,** Plaintiff, and **J J DU PREEZ,** Defendant

In pursuance of a judgment in the Magistrate's Court of Potchefstroom, and a writ of execution dated the 1st October 1995 the following property will be sold in execution at the Sheriff of the Magistrate's Office at Erf 350, Van der Hoffpark, Potchefstroom, to the higest bidder at **10:00 on the 1st March 1996,** namely:

Erf 350, Van der Hoffpark, Potchefstroom Extension 7, Registration Division I.Q., Transvaal, measuring 1116 hectares.

The main conditions of sale are:

1. The property will be sold by the Sheriff of the Magistrate's Court at Potchefstroom to the highest bidder.

2. The purchaser must pay 10% of the purchase price in cash on the day of the sale to the Sheriff of the Magistrate's Court at Potchefstroom. The balance of the purchase price must be guaranteed by a bank of building society payable on registration of transfer of the property in the name of the purchaser, which said guarantee must be furnished within thirty (30) days from the date of the sale to the Messengers of the Court, Potchefstroom.

3. The price offered (capital amount) shall not include the amount of Value Added Tax payable (when applicable), but will be payable by the purchaser on the amount offered, which amounts together will represent the purchase price.

The further conditions of sale will lie for inspection at the offices of the Messenger of the Court, 86 Wolmarans Street, Potchefstroom, as well as the Magistrate's Court Offices, Van Riebeeck Street, Potchefstroom.

Jordaan & Smit, Octron Building, 62 Lombard Street, Potchefstroom, 2520. (Ref. C. le Roux/GMB/23877/53971.)

Saak No. 5829/95

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN POTCHEFSTROOM GEHOU TE POTCHEFSTROOM

In die saak tussen **SAAMBOU BANK BEPERK,** Eiser, en **J J DU PREEZ,** Verweerder

Ingevolge 'n vonnis in bogemelde saak in die Landdroshof van Potchefstroom, en 'n lasbrief vir eksekusie gedateer 1 Oktober 1995 sal die volgende eiendom per geregtelike veiling verkoop word by eiendom geleë te Strausslaan 5, Van der Hoffpark, Potchefstroom, aan die hoogste bieder om **10:00 in die voormiddag op die 1ste Maart 1996:**

Erf 350, Van der Hoffpark, Potchefstroom Uitbreiding 7, Registrasie Afdeling I.Q., Transvaal, groot 1116 hektaar.

Die belangrikste voorwaarde vir verkoop is:

1. Die eiendom sal deur die Balju van die Landdroshof van Potchefstroom aan die hoogste bieder verkoop word.

2. Die koper moet 10% van die koopprys in kontant betaal op die dag van die verkoping aan die Balju van die Landdroshof van Potchefstroom. Die balans van die koopsom moet gewaarborg word deur 'n bank of bouvereniging, betaalbaar by registrasie van die eiendom in die naam van die koper, welke gemelde waarborg gelewer moet word binne dertig (30) dae vanaf datum van die verkoping en moet gelewer word aan die Balju van die Landdroshof, Potchefstroom.

3. Die aanbod (kapitale bedrag) sal nie die bedrag belasting op toegevoegde waarde insluit nie, maar sal betaalbaar wees deur die koper op die bedrag aangebied, welke bedrae tesame met die koopprys daarstel—indien die koper 'n vendor is.

Die verdere voorwaardes van verkoop sal ter insae lê by die kantore van die Balju van die Landdroshof te Wolmaransstraat 86, Potchefstroom, asook by die Landdroskantore te Van Riebeeckstraat, Potchefstroom.

Jordaan & Smit, Octrongebou, Lombardstraat 62, Potchefstroom, 2520. (Verw. C. le Roux/GMB/23877/53971.)

Saak No. 1968/95

IN DIE LANDDROSHOF VIR DIE DISTRIK LOUIS TRICHARDT GEHOU TE LOUIS TRICHARDT

In die saak tussen **ABSA BANK BEPERK** h/a ALLIED BANK, Eksekusieskuldeiser, en **AMBU JERAM,** Eksekusieskuldenaar

Ten uitvoer van 'n Vonnis wat die Landdros van Louis Trichardt, toegestaan het op 9 Januarie 1996 en 'n lasbrief vir eksekusie uitgereik in opvolging daarvan, sal die ondergemelde eiendom in eksekusie verkoop word op **6 Maart 1996 om 10:00** te Elti Villas, Tweedestraat 92, Louis Trichardt, aan die hoogste bieder, naamlik:

Erf 2371, geleë in die Dorpsgebied van Louis Trichardt Uitbreiding 4, Registrasie Afdeling, Noordelike provinsie, groot 648 (seshonderd agt-en-veertig) vierkante meter, gehou kragtens Akte van Transport T53053/83.

Die eiendom kan omskrywe word soos volg: Woonhuis geleë te Tweedestraat 92, Louis Trichardt, gebou van steen onder dak van sink en bestaan uit: Sit/eetkamer, kombuis, 3 slaapkamers, 1 badkamer en enkel motorhuis.

Terme: Die veilingskostes plus 10% (tien persent) van die koopprys in kontant betaalbaar ten tye van die verkoping en die balans tesame met die rente soos in die verkoopsvoorwaardes uiteengesit, moet verseker word deur 'n goedgekeurde bank- of bougenootskapswaarborg binne 30 (dertig) 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 Landdroshof, Louis Trichardt, en kan te eniger tyd gedurende kantoorure geïnspekteer word.

Geteken te Pietersburg op die 23ste dag van Januarie 1996.

W. A. H. Nel, vir Steytler Nel & Calitz, p.a. Coxwell & Steyn, Trichardtstraat 31, Louis Trichardt. (Verw. mev R. Botha/lb/A9628 020.)

Saak No. 92/9023

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Witwatersrandse Plaaslike Afdeling)

In die saak tussen **ABSA BANK BEPERK,** h/a Trustbank, Eksekusieskuldeiser, en **CAVET (EDMS) BEPERK,** Eksekusieskuldenaar

Hiermee word kennis gegee dat in tenuitvoerlegging van 'n hofbevel van bogenoemde Agbare Hof op 26 Mei 1992 in bogenoemde saak, sal die Balju Witbank op **1 Maart 1996 om 10:00** die ondergenoemde onroerende eiendom geregtelik verkoop sonder 'n reserweprys:

Sekere Erf 386, geleë in die dorpsgebied Klarinet, Registrasie Afdeling J.S., die provinsie Mpumalanga, gehou ingevolge Akte van Transport T12834/84 soos aangedui op die Algemene Plan LG Nommer A1653/79 en gehou kragtens Sertifikaat van Verenigde Titel TR29220/1978, groot 1,4844 (een, vier agt vier vier) hektaar.

Die eiendom is geleë te hoek van Harmonie en Bach Avenue, Klarinet Dorpsgebied, Witbank.

Beskrywing van eiendom: Die eiendom bestaan uit 'n onontwikkelde industriële erf.

Gemelde eiendom sal verkoop word op die voorwaardes wat nagegaan kan word voor en ten tye van die verkoping, by die kantore van die Balju, Witbank, Rhodesstraat 3, Witbank, Telefoon (0135) 656-2262/3/4 asook te prokureurs van die eiser, Smit Hauptfleisch & Vennote, Eerste Verdieping, North State Gebou, h/v Mark- en Kruisstraat, Johannesburg (Tel. 333-8541). (Verw. Y. Nel/hs/26383.)

Geteken te Johannesburg op hierdie die 26ste dag van Januarie 1996.

Y. Nel, vir Smit Hauptfleisch & Vennote, Eerste Verdieping, North State Gebou, Markstraat 95 (h/v Kruisstraat), Posbus 1183, Johannesburg. DX 125. (Tel. 333-8541.) (Verw. Y. Nel/hs/26383.)

Case No. 010698/95

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

In the matter between **CARSPARES & ACCESSORIES (PTY) LTD,** Plaintiff, and **Z.K. MOTORS (NKOSINI NKOSI),** Defendant

Be pleased to take notice that pursuant to a judgment in the Johannesburg Magistrate's Court, granted on 26 June 1995, and Warrant of Execution dated 28 September 1995, the goods listed hereunder will be sold in execution on **9 March 1996 at 09:00** at cnr Ophir-Booysens & Bosman Streets, Ophirton, to the highest bidder:

1 x office desk and side cabinet (damaged), 4 x steel filing cabinets, 1 x Master Copier Machine, 1 x Minolta Fax Machine (MF 1641/02), 2 x desks, 1 x 3 piece red office chairs (damaged), 1 x coffee table (damaged), 5 x assorted chairs.

Terms: Cash no cheques accepted. All goods sold "voetstoots".

Dated at Johannesburg this 29th day of January 1996.

H. R. McLaren & Banks, Plaintiff's Attorneys, 108 North Park Centre, cnr 3rd & 7th Avenues, Parktown North, Johannesburg. (Tel. 331 6791.) (Ref. E. Vorster.)

VERKOPINGS

Al die verkopings sal gehou word by die kantore van die Balju, Beaconsfieldlaan, Vereeniging, 1939 op **Woensdag die 6de dag van Maart 1996 om 10:00.**

Eksekusiekrediteur—**NEDCOR BANK BEPERK.**

Die hiernagenoemde eiendomme sal vir verkoping aangebied word, waarvan die materiële voorwaardes van die verkoping soos volg is:

Geen waarborg of versekering met betrekking tot die aard van die verbeterings word gegee nie.

(a) Die verkoping sal deur Publieke Veiling gehou word en sonder reserwe en sal voetstoots wees.

(b) Die prys sal rentedraend wees teen die huidige koers van tyd tot tyd in terme van die verband oor die eiendom gehou deur die Eiser vanaf datum van verkoping tot datum van betaling.

(c) Onmiddellik na die verkoping sal die koper die voorwaardes van verkoping teken wat by die Balju se kantoor, Vereeniging, nagegaan mag word.

(d) Die koper sal alle bedrae wat nodig mag word om oordrag van die eiendom te verkry betaal, insluitende alle oordragkoste, hereregte, terreinhuur en ander kostes verskuldig aan die Plaaslike Owerheid, rente ensovoorts.

(e) Die koopprys sal betaalbaar wees teen 10% daarvan of R400,00 (vierhonderd rand), watter een ookal die meerdere is, tesame met die Balju se kostes van 4% van die koopprys, onmiddellik na die verkoping, in kontant of deur 'n bank gewaarborgde tjek, en die onbetaalde balans tesame met rente op die algehele koopprys betaalbaar word of verseker word deur 'n bank- of bougenootskapwaarborg binne 14 (veertien) dae vanaf datum van die verkoping.

(f) In gebreke met die bepalings van die voorwaardes van verkoping, mag die Verkoper verplig wees om 10% van die koopprys te betaal as rouwkoop.

(g) Die volledige voorwaardes van verkoping is beskikbaar vir inspeksie by die kantoor van die Balju, Vereeniging.

Saaknommer: 9746/91.

Vonnisskuldenaar: **G H JANSEN VAN RENSBURG.**

Eiendom: Hoewe 55, Golfview Landbouhoewes, Registrasie Afdeling I Q, Provinsie van Gauteng.

Grootte van eiendom: Groot: 1,7844 Hektaar.

Beskrywing van eiendom: Woonhuis met buitegeboue.

Straatadres van eiendom: 13 Mukhatar Street, Roshnee X1, Vereeniging.

Rente op vonnisskuld: 21,75%.

L. M. Barnard, vir Snijman & Smullen, Eiser se Prokureur, Barclay Sentrum, 29 Lesliestraat, Posbus 38, Vereeniging, 1930. (Verwys. mev. Davel/6/329.)

Case No. 7947/95

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **JUST TILES JOHANNESBURG (PROPRIETARY) LIMITED,** Plaintiff, and **I-CRAW ARCHITECTURAL CC,** Defendant

In pursuance of a judgment in the above Honourable Court against the abovementioned defendant and a warrant of execution issued on 11 September 1995 a sale without reserve of the following property will be held at the office of the sheriff of Alberton, 1st Floor, Terrace Building, 1 Eaton Terrace, New Redruth, Alberton, on the **27th day of February 1996 at 10:00** viz:

Description: Stand 2083, Meyersdal Extension 13; Registration Division IR Gauteng; measuring 1,3124 (one comma three one two four) hectares; held by Deed of Transfer No. T.51470/1993:

1. *Unit No:* 2 Casa Liana; 8 Johan Gertzen Street, Meyersdal Extension 13; floor area 158 (one hundred and fifty-eight) square metres; Participation Quota 2 8733-ST 133-2/1994;

2. *Unit No:* 4 Casa Liana; 8 Johan Gertzen Street, Meyersdal Extension 13; floor area 158 (one hundred and fifty-eight) square metres; Participation Quota 2 8733-ST 133-7/1994;

3. *Unit No:* 6 Casa Liana; 8 Johan Gertzen Street, Meyersdal Extension 13; floor area 158 (one hundred and fifty-eight) square metres; Participation Quota 2 8733-ST 133-6/1994;

4. *Unit No:* 7 Casa Liana; 8 Johan Gertzen Street, Meyersdal Extension 13; floor area 158 (one hundred and fifty-eight) square metres; Participation quota 2 8733-ST 133-7/1994;

5. *Unit No:* 8 Casa Liana; 8 Johan Gertzen Street, Meyersdal Extension 13; floor area 158 (one hundred and fifty-eight) square metres; Participation Quota 2 8733-ST 133-8/1994;

6. *Unit No:* 11 Casa Liana; 8 Johan Gertzen Street, Meyersdal Extension 13; floor area 158 (one hundred and fifty-eight) square metres; Participation Quota 2 8733-ST 133-141/1994;

7. *Unit No:* 12 Casa Liana; 8 Johan Gertzen Street, Meyersdal Extension 13; floor area 157 (one hundred and fifty-seven) square metres; Participation Quota 2 8733-ST 133-12/1994;

8. *Unit No:* 13 Casa Liana; 8 Johan Gertzen Street, Meyersdal Extension 13; floor area 158 (one hundred and fifty-eight) square metres; Participation Quota 2 8732-ST 133-13/1994;

9. *Unit No:* 16 Casa Liana; 8 Johan Gertzen Street, Meyersdal Extension 13; floor area 158 (one hundred and fifty-eight) square metres; Participation Quota 2 8732-ST 133-16/1994;

10. *Unit No:* 18 Casa Liana; 8 Johan Gertzen Street, Meyersdal Extension 13; floor area 158 (one hundred and fifty-eight) square metres; Participation Quota 2 8732-ST 133-18/1994;

11. *Unit No:* 20 Casa Liana; 8 Johan Gertzen Street, Meyersdal Extension 13; floor area 227 (two hundred and twenty-seven) square metres; Participation Quota 4 1280-ST 133-20/1994;

12. *Unit No:* 21 Casa Liana; 8 Johan Gertzen Street, Meyersdal Extension 13; floor area 227 (two hundred and twenty-seven) square metres; Participation Quota 4 1280-ST;

13. *Unit No:* 22 Casa Liana; 8 Johan Gertzen Street, Meyersdal Extension 13; floor area 227 (two hundred and twenty-seven) square metres; Participation Quota 4 1280-ST 133;

14. *Unit No:* 24 Casa Liana; 8 Johan Gertzen Street, Meyersdal Extension 13; floor area 227 (two hundred and twenty-seven) square metres; Participation Quota 4 1280-ST 133-24/1994;

15. *Unit No:* 25 Casa Liana; 8 Johan Gertzen Street, Meyersdal Extension 13; floor area 227 (two hundred and twenty-seven) square metres; Participation Quota 4 1280-ST 133-25/1994;

16. *Unit No:* 26 Casa Liana; 8 Johan Gertzen Street, Meyersdal Extension 13; floor area 227 (two hundred and twenty-seven) square metres; Participation Quota 4 1280-ST 133-26/1994;

17. *Unit No:* 30 Casa Liana; 8 Johan Gertzen Street, Meyersdal Extension 13; floor area 227 (two hundred and twenty-seven) square metres; Participation Quota 4 1280-ST 133-30/1994;

Registered in the name of I-Craw Architectural CC.

Improvements (nothing in this respect is guaranteed):

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

Auctioneer's charges on the day of the sale, to be calculated as follows: 5% (Five Percent Centum) on the proceeds of the sale up to a price of R20 000,00 (Twenty Thousand Rand) and thereafter 2,5% (Two and a half Percent Centum) up to a maximum fee of R5 000,00 (Five Thousand Rand). Minimum charges R20,00 (Twenty Rand).

The conditions of sale may be inspected during office hours at the office of the Sheriff of Alberton, 1st Floor, Terrace Building, 1 Eaton Terrace, New Redruth, district of Alberton.

Dated at Johannesburg on the 30th day of January 1996.

Bell Dewar & Hall, Plaintiff's Attorneys, 20th Floor, 78 Fox Street, Johannesburg. (Tel: 838-8830.) (Ref. Mr Leontsinis/mdf/48882.)

Saak No. 00509/95

IN DIE LANDDROSHOF VIR DIE DISTRIK WONDERBOOM GEHOU TE PRETORIA-NOORD

In die saak tussen **STANDARD BANK VAN SUID-AFRIKA BEPERK,** Eksekusieskuldeiser, en **LINNEN COTTAGE CLOSE CORPORATION,** 1ste Eksekusieskuldenaar, **VERONICA VAN ASWEGEN,** 2de Eksekusieskuldenaar

Neem asseblief kennis dat die ondergemelde goedere by wyse van openbare veiling verkoop op **27 Februarie 1996** te Terrierlaan om **10:00**, bestaande uit:

535 BMW—1990 model. Registrasienommer PGV349T, aan die hoogste aanbod.

Geteken te Pretoria op hierdie 2de dag van Februarie 1996.

M. Nespola—Van der Schyf Prokureurs, hoek van Galbossie- en Appelblaarstraat 358, Magalieskruin, 0150; Posadres: Posbus 14967, Sinoville, 0001. [Tel. (012) 543-0423/1899.] (Verw. M. van der Schyf/MvdM/L199/94.)

Saak No. 20786/95

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **DIE STANDARD BANK VAN SUID-AFRIKA BEPERK,** Eiser, en **PIETRO VINCENZO TIBERI,** Verweerder

Ten uitvoerlegging van 'n vonnis in die bogemelde Agbare Hof en 'n lasbrief vir eksekusie word die volgende eiendom in eksekusie verkoop op Dinsdag, **27 Februarie 1996 om 10:00** deur die Balju vir die Hooggeregshof, Pretoria Sentraal gehou by die N G Sinodale Sentrum, Visagiestraat 234, Pretoria, aan die hoogste bieder:

(1) 'n Eenheid bestaande uit:

(a) Gedeelte 458 soos aangetoon en meer volledig beskryf op Deeltitelplan SS207/93 in die skema bekend as Spruitsigpark ten opsigte van die land en gebou of geboue geleë te Sunnyside, Plaaslike Owerheid, Stadsraad van Pretoria, waarvan die vloerarea, volgens die gemelde deeltitelplan, 53 (drie-en-vyftig) vierkante meter beslaan, en

(b) 'n onverdeelde aandeel in die gemene eiendom in die skema toegedeel tot die gemelde gedeelte in ooreenstemming met die deelnemingskwota soos aangetoon op die gemelde deeltitelplan.

Gehou kragtens Akte van Transport ST53695/93.

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

Straatadres: Spruitsigpark 934 (Tambotie), Leydsstraat 420, Sunnyside, Pretoria.

Verbeteringe: Woonstel bestaande uit sitkamer, slaapkamer, badkamer, toilet, kombuis.

Reserweprys: Die eiendom word verkoop sonder reserwe.

Terme en voorwaardes: Die koopprys sal betaalbaar wees soos volg: 10% (tien persent) daarvan by verkoping en die balans moet binne 30 dae verseker word by wyse van 'n bank- of bouverenigingwaarborg.

Voorwaardes: Die volle voorwaardes van verkoping wat deur die Balju van die Hooggeregshof van Pretoria Sentraal onmiddellik voor die verkoping uitgelees sal word, sal ter insae lê by die kantore van die Balju vir die Hooggeregshof Pretoria Sentraal, Messcorhuis 30, Margarethastraat, Riverdale, Pretoria.

Geteken te Pretoria op 16 Januarie 1996.

F. M. Nel, vir Truter & Wessels, Prokureurs vir Eiser, 5e Vloer, De Kleine Admiraal, Andriesstraat 76, Pretoria. (Verw. Nel/S2632/RE.)

Saak No. 17740/95

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **NBS BANK BEPERK,** Eiser, en **ZEFF GEORGE NKUNA,** 1ste Verweerder, **MUNDU MARIA NKUNA,** 2de Verweerder

Eksekusieverkoping gehou te word te die kantore van die Balju, Fehrslaan Centre, 130B Strubenstraat, Pretoria om **10:00 op die 28ste dag van Februarie 1996** van:

Gedeelte 4 en 5 van Erf 411, Country View Uitbreiding 3 Township, Registrasie Afdeling J.R. Transvaal, grootte 936 m² (negehonderd ses en dertig) vierkante meter.

Die eiendom is geleë en staan bekend as Tumbleweed Place, Country View Uitbreiding 3 (2de laaste van Noord Oos hoek).

Verbeterings bestaan uit: 'n Huis met 'n ingangsportaal, sitkamer, eetkamer, familiekamer, kombuis, 6 slaapkamers, 3 badkamers, kroeg, aantrekkamer.

'n Substansiële bouvereniging verband kan gereël word vir die goedgekeurde koper.

Terme: 10% kontant op dag van die verkoping en die balans teen oordrag wat verseker moet word deur 'n goedgekeurde waarborg wat verskaf moet word binne 21 (een-en-twintig) dae na datum van die verkoping.

Die verkoopsvoorwaardes kan ingesien word by die kantore van die Adjunk-balju, Suid.

S. W. Hugo, vir Solomon Nicolson Rein & Verster, 7de Vloer, NBS-gebou, 259 Pretoriusstraat, Pretoria; Posbus 645, Pretoria, 0001. (Verw. mnr. Hugo/pd/H6803.)

Case No. 23484/1995
PH 267

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA BANK LIMITED** (ALLIED BANK DIVISION), Plaintiff, and **MASUKU TAKALANI CHARLOTTE,** 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 6th day of March, 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 8970, Kagiso Township, Registration Division I.Q., Transvaal, measuring 456 m^2, held by the Defendant under Certificate of Right of Leasehold Number TL26272/1987, being 8970 Resevoir Ridge, Kagiso.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The property consists of: Lounge, dining room, three bedrooms, bathroom/toilet and kitchen.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg this 15th day of January 1996.

Routledges Incorporated, Plaintiff's Attorneys, 1st Floor, Colosseum, 41 Kruis Street, Johannesburg. (Tel. 331-0511.) (Ref. ZA6392/WRFCLS/Mr Stott/djl.)

Case No. 19983/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **ABSA BANK LIMITED** (VOLKSKAS BANK DIVISION), Plaintiff, and **JOHANNES STEPHANUS MARITZ,** Defendant

In execution of a judgment of the Supreme Court of South Africa (Transvaal Provincial Division) in the abovementioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court in front of the Magistrate's Court, Bester Street, Nelspruit, on **Friday the 1st March 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 Nelspruit, Third Floor, Nedbank Centre, Brown Street, Nelspruit:

Portion 38 (a portion of Portion 32) of the farm Cromdale 453, Registration Division J.T., Transvaal, measuring 9,4110 hectares, held by the Defendant under Deed of Transfer Number, T37172/1980, being Portion 38 (a portion of Portion 32) of the farm Cromdale, District Nelspruit.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The property consists of: A farm comprising 9,4 hectares with farmhouse comprising 5 bedrooms, kitchen, 2 bathrooms with separate shower, family room, dining room and lounge as well as a second house comprising dining room, lounge, 3 bedrooms, kitchen and 2 bathrooms as well as a garage, storeroom 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, to be secured by a bank or building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale.

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg this 15th day of January 1996.

Routledges Incorporated, Plaintiff's Attorneys, 1st Floor, Colosseum, 41 Kruis Street, Johannesburg. (Tel. 331-0511.) (Ref. I75802/Mr. Nesbit/ca.)

Case No. 93/4453
PH 267

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA BANK LIMITED** (ALLIED BANK DIVISION), Plaintiff, and **MTHETHWA MISHACK DUMISANI,** 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 182 Leeupoort Street, Boksburg on **Friday the 1st March 1996, at 11:15,** 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 Boksburg, 182 Leeupoort Street, Boksburg:

The Right of Leasehold in respect of Erf 677, Vosloorus Extension 2 Township, Registration Division I.R., Transvaal, measuring 346 m^2, held by the Defendant under Deed of Transfer Number TL30616/89, being 677 Vosloorus Extension 2, Boksburg.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The property consists of 3 bedrooms, bathroom, toilet, lounge, dining room, 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 a price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg this 15th day of January 1996.

Routledges Incorporated, Plaintiff's Attorneys, 1st Floor, Colossuem, 41 Kruis Street, Johannesburg. (Tel. 331-0511.) (Ref. Z70805/ERFCLS/Mr Preiss/kw.)

Case No. 3138/95

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

In the matter between **FIRST NATIONAL BANK OF SA LIMITED,** Plaintiff, and **MARTHINUS JACOBUS OOSTHUISEN COETZEE,** 1st Defendant, and **GLYNNIS DENISE COETZEE,** 2nd Defendant

In pursuance of a Judgment in the Magistrate's Court for the District of Germiston dated 29th May 1995, and a warrant of execution dated 21st June 1995, a sale without reserve will be held at the office of the Sheriff at 4th Floor, Standard Towers, President Street, Germiston, at **10:00 am on the 7th March 1996** of the undermentioned property on conditions to be read out by the auctioneer at the time of the sale, which conditions may be read at any time during office hours at the said office.

The essential terms are that payment shall be made of a deposit of 10% in cash at the sale (the balance secured by a bank guarantee within 14 days), arrear rates and interest due to preferred creditors and costs.

The property is: Remaining extent of Portion 1 of Erf 156, Eastleigh, situated at 106 Palliser Road, Eastleigh.

Dated at Edenvale on the 24th January 1996.

Tim Randon and Associates, 56 7th Avenue Edenvale. (Tel. 453-1077.) (Fax. 453-7372.) (Ref. Mr Randon.)

Saak No. 11121/1992

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

In die saak tussen **N B S BANK BEPERK,** (Reg. No. 87/01384/06) voorheen bekend as NATAL BOUVERENIGING BEPERK, Eiser, en **RESENGA DANIEL MIYAMBO,** Verweerder

Ingevolge 'n vonnis toegestaan in die Hof vir die Landdros van Kempton Park en 'n Lasbrief vir Eksekusie gedateer die 28ste September 1994, word die eiendom hieronder uiteengesit in Eksekusie verkoop op **Donderdag, die 29ste dag van Februarie 1996 om 10:00,** by die Balju Kantore, Parkstraat 8, Kempton Park aan die hoogste bieder:

Sekere reg, titel en belang in huurpag gehou deur die Verweerder in Erf 560, Dorpsgebied Tembisa X1, Registrasie Afdeling JR, Transvaal, in die distrik van Kempton Park, groot 367 (driehonderd sewe-en-sestig) vierkante meter, ook bekend as 560 Tembisa X1, Tembisa.

Die volgende verbeterings op die eiendom word aangekondig maar geen waarborg in verband daarmee word verskaf nie: Woonhuis gebou van baksteen, teëldak, bestaande uit 1 sitkamer, 1 toilet, 1 badkamer, 3 slaapkamers, 1 eetkamer, 1 kombuis. Buitegeboue bestaan Geen.

Voorwaardes van verkoping:

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

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

Gedateer te Kempton Park op hierdie 22ste dag van Januarie 1996.

J. H. B. Schnetler, Badenhorst–Schnetler Ingelyf, 1ste Vloer, Hees en van Loggerenberg Gebou, Longstraat 23, Kempton Park. (Tel. 394-5627.) (Verw. mej. Pretorius/N711/CDN418.)

Case No. 93/26685

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

In the matter between **BOLAND BANK LIMITED,** Plaintiff, and **MORAIS, DENNIS JOSEPH,** Defendant

In execution of a judgment of the Magistrate's Court for the District of Johannesburg, held at Johannesburg in the above-mentioned suit a Sale without reserve, will be held by the Sheriff of the Magistrate's Court for Johannesburg-West at the offices of the Sheriff of Johannesburg-West at 131 Marshall Street, Johannesburg on **23 February 1996 at 10:00** of the undermentioned property of the Defendant on the conditions to be read out by the auctioneer, at the time of the sale and which conditions will lie for inspection at the offices of the Sheriff at 131 Marshall Street, Johannesburg, prior to the sale:

Certain Erf 550, Newclare, in the province of Gauteng, measuring 495 square metres.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: A residential dwelling consisting of a kitchen, dining room, lounge, TV room, two bedrooms and two bathrooms.

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 bank or building society or other acceptable guarantee to be furnished within 14 (fourteen) days from 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 000,00 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000,00 (six thousand rand). Minimum charges R100,00 (one hundred rand).

Dated at Johannesburg on this the 31st day of January 1996.

Gary James Oertel, for Smit & Partners, Plaintiff's Attorneys, Fifth Floor, Schreiner Chambers, 94 Pritchard Street, P.O. Box 208, Johannesburg, 2000. (Tel. 337-6120.)

Saak No. 2722/95

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

SITSI PAUL MOLOI, Eksekusieskuldeiser, en **MBUTANA MOSES KESA,** Eksekusieskuldenaar

Ten uitvoerlegging van 'n Vonnis toegestaan deur bogemelde Agbare Hof sal 'n verkoping sonder reserwes deur die Balju, Kempton Park, op die **29ste dag van Februarie 1996 om 10:00** te: Die Balju kantore, Parkstraat 8, Kempton Park, gehou word van die ondergenoemde eiendom van die Eksekusieskuldenaar op die voorwaardes wat deur die Afslaer uitgelees sal word ten tye van die verkoping, en welke voorwaardes voor die verkoping gelees kan word by die kantoor van die bogemelde Balju te: Kempton Park:

Sekere Erf 347, Lekaneng Dorpsgebied, Registrasieafdeling I R Transvaal.

Transportaktenommer: Gehou onder Titelakte No. TL 83369/1989, groot 267 (tweehonderd ses-en-sewentig) vierkante meter, ook bekend as 347 Lekaneng Seksie, Tembisa, Kempton Park.

Beskrywing: Woning bestaande uit 1 eetkamer, 1 kombuis, 3 slaapkamers, 1 toilet, 1 motorhuis, alles onder 'n sinkdak. Verbeterings word nie gewaarborg nie.

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

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

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

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

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

Geteken te Kempton Park op hierdie 16de dag van Januarie 1996.

C. A. C. Korf, vir Van Rensburg Schoon & Cronje, No. 8 Die Eike, Monumentweg en Longstraat, Kempton Park, 1620. (Verw. Mev. Sutherland/K522.)

Saak No. 12127/95

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

ABSA BANK BEPERK, h/a ALLIED BANK (voorheen Allied Bouvereniging), Eksekusieskuldeiser, en **JACOBUS MARAIS,** 1ste Eksekusieskuldenaar, **JOHANNA DOROTHEA MARAIS,** 2de Eksekusieskuldenaar

Ten uitvoerlegging van 'n Vonnis toegestaan deur bogemelde Agbare Hof sal 'n verkoping sonder reserwes deur Mnre. Libra Afslaers BK, op die **27ste dag van Februarie 1996 om 12:00** te: Erf 857, Glen Marais Uitbreiding 1 Dorpsgebied, gehou word van die ondergenoemde eiendom van die Eksekusieskuldenaars op die voorwaardes wat deur die afslaer uitgelees sal word ten tye van die verkoping, en welke voorwaardes voor die verkoping gelees kan word by die kantoor van die bogemelde afslaers te: Kingfisherlaan 6, Horison Park, Roodepoort:

Sekere Erf No. 857, Glenmarais Uitbreiding 1 Dorpsgebied, Registrasieafdeling I R Transvaal.

Transportaktenommer: Gehou onder Titelakte No. T57372/87, groot 994 (negehonderd vier-en-negentig) vierkante meter, ook bekend as 17 Soetdoringlaan, Glenmarais Uitbreiding 1.

Beskrywing: Woning bestaande uit: 2 badkamers, 1 sitkamer, 3 slaapkamers, 1 kombuis, 2 toilette, 1 eetkamer, 1 familie/TV kamer, 1 studeerkamer, alles onder 'n teëldak, 2 motorhuise en 'n steen motoroprit. Die eiendom het 3 mure. Verbeterings is nie gewaarborg nie.

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

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

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

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

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

Geteken te Kempton Park op hierdie 26ste dag van Januarie 1996.

C. A. C. Korf, vir Van Rensburg Schoon & Cronje, No. 8 Die Eike, Monumentweg en Longstraat, Kempton park, 1620. (Verw. Mev. Van Heerden/AB1249.)

Saak No. 13316/95

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

SAAMBOU BANK BEPERK, Eksekusieskuldeiser, en **STEVEN CRAIG CANNON,** 1ste Eksekusieskuldenaar, **WENDY SAUNDERS,** 2de Eksekusieskuldenaar

Ten uitvoerlegging van 'n Vonnis toegestaan deur bogemelde Agbare Hof sal 'n verkoping sonder reserwes deur die Balju, Kempton Park, op die **29ste dag van Februarie 1996 om 10:00,** te: Parkstraat 8, Kempton Park, gehou word van die ondergenoemde eiendom van die Eksekusieskuldenaars op die voorwaardes wat deur die Balju uitgelees sal word ten tye van die verkoping en welke voorwaardes voor die verkoping gelees kan word by die kantoor van die bogemelde Balju te: Kempton Park:

Sekere eenheid No. 12, in die skema beter bekend as Nerina Mews, geleë te Erf 512 Esther Park Uitbreiding 1 Dorpsgebied, Registrasieafdeling I R Transvaal, Transportakte No. gehou onder Titelakte No. ST 67635/94, grootte 68 (agt en sestig) vierkante meter, ook bekend as Eenheid 12, Nerina Mews, hoek van Tipuana en Gazaniastrate, Esther Park Uitbreiding 1.

Beskrywing: Eenheid bestaande uit: 1 Toilet, 1 badkamer, 1 eetkamer, 2 slaapkamers, 1 kombuis, 1 sitkamer, alles onder 'n sinkdak. Die kompleks is omhein met mure. Verbeterings is nie gewaarborg nie.

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

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

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

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

Die volle voorwaardes sal voor die verkoping uitgelees en kan gedurende kantoor-ure nagegaan word by die kantoor van die Balju.

Geteken te Kempton Park op hierdie 26ste dag van Januarie 1996.

C. A. C. Korf, vir Van Rensburg Schoon & Cronje, 8 Die Eike, Monumentweg & Longstraat, Kempton Park, 1620. (Verw. Mev. Van Heerden/S1468.)

Case No.6972/1994
PH 267

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA BANK LIMITED** (ALLIED BANK DIVISION), Plaintiff, and **DE BEER, CORNELIUS ABRAHAM,** First Defendant, and **DE BEER, RACHEL CORNELIA,** 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 22B Ockerse Street, Krugersdorp, on **Wednesday, the 6th day of March, 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 Krugersdorp, at 22B Ockerse Street, Krugersdorp.

Erf 587, Wentworthpark Township, Registration Division I.Q. Transvaal, measuring 854 m^2, held by the Defendants under Deed of Transfer Number. T11376/1984, being 116 Level Street, Wentworthpark.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The property consists of: lounge, dining room, 1.5 bathrooms/toilet, three bedrooms, kitchen, shower/toilet, servants room, store room and 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 16th day of January 1996.

Routledges Incorporated, Plaintiff's Attorneys, 1st Floor, Colosseum, 41 Kruis Street, Johannesburg. (Tel. 331-0511.) (Ref. Z93959/WRFCLS/Mr Stott/djl.)

Case No. 26189/1994
PH 267

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between: **ABSA BANK LIMITED** (TRUST BANK DIVISION), Plaintiff, and **ENGELBRECHT, ANDRIES GOTLIEB,** 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 te Sheriff of the Supreme Court at the main entrance of the Magistrates Court, General Hertzog Street, Vanderbijlpark, on **Friday, the 23rd day of February, 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 main entrance hall of the Magistrates Court, General Hertzog Street, Vanderbijlpark:

Section 2, as shown and more fully described on Sectional Plan No. SS191/91, in the building or buildings known as Villa Vanessa, situated at Erf 161, Flora Gardens Township and an undivided share in the common property in the land and building or buildings as shown and more fully described on the sectional plan apportioned to the said section in accordance with the participation quota of the said section, measuring 125 m^2, held by the Defendant under Certificate of Registered Sectional Title No. ST5171/92, being 4 Villa Vanessa, Flora Gardens, Vanderbijlpark.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The property consists of: entrance hall, lounge, two bedrooms, kitchen, bathroom/toilet, dressing, garage and carport.

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

The Purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg this 12th day of January 1996.

Routledges Incorporated, Plaintiff's Attorneys, 1st Floor, Colosseum, 41 Kruis Street, Johannesburg. (Tel. 331-0511.) (Ref. I.90147/WRFCLS/Mr Stott/djl.)

Case No. 18216/1995
PH 267

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA BANK LIMITED** (UNITED BANK DIVISION), formerly known as UNITED BANK LIMITED and prior to that UNITED BUILDING SOCIETY LIMITED and previously UNITED BUILDING SOCIETY, Plaintiff, and **JOOSTE, ISAK DAVID,** Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the abovementioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court at 22B Ockerse Street, Krugersdorp, on **Wednesday the 6th day of March 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:

Remaining Extent of Portion 6 of Erf 223, Krugersdorp Township, Registration Division I.Q. Transvaal, measuring 730 m^2, held by the Defendant under Deed of Transfer Number. T16657/1990, being 75 De Wet Street, Krugersdorp North.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The property consists of: entrance hall, lounge, dining room, family room, four bedrooms, bathroom/toilet and kitchen.

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

The Purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg this 12th day of January 1996.

Routledges Incorporated, Plaintiff's Attorneys, 1st Floor, Colosseum, 41 Kruis Street, Johannesburg. (Tel. 331-0511.) (Ref. ZA5297/WRFCLS/Mr Stott/djl.)

Case No. 22009/1995
PH 267

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA BANK LIMITED** (ALLIED BANK DIVISION), Plaintiff, and **MPHONYA, THAPELO ABRAM,** 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 the main entrance of the Magistrates Court, General Hertzog Street, Vanderbijlpark, on **Friday, the 1st day of March, 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 main entrance hall of the Magistrates Court, General Hertzog Street, Vanderbijlpark:

The Right of Leasehold in respect of Erf 363 Zone 7 Sebokeng Extension 1 Township, Registration Division I.Q. Transvaal, measuring 281 m^2, held by the Defendant under Certificate of Right of Leasehold Number. TL57674/1989, being 363 Zone 7 Sebokeng Extension 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 12th day of January 1996.

Routledges Incorporated, Plaintiff's Attorneys, First Floor, Colosseum, 41 Kruis Street, Johannesburg. (Tel: 331-0511.) (Ref. ZA6120/WRFCLS/Mr Stott/djl.)

Case No. 25352/1995
PH 267

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA BANK LIMITED** (ALLIED BANK DIVISION), Plaintiff, and **COLLINS, ROLAND WILLIAM,** First Defendant, and **COLLINS, MARINA NIESJE,** 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 22B Ockerse Street, Krugersdorp, on **Wednesday, the 6th day of March, 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 Krugersdorp, at 22B Ockerse Street, Krugersdorp:

Erf 426, Dan Pienaarville Extension 1 Township, Registration Division I.Q. Transvaal, measuring 793 m^2, held by the Defendants under Deed of Transfer No. T30970/1995, being 12 Poole Street, Dan Pienaarville.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The property consists of: entrance hall, lounge, dining room, three bedrooms, bathroom/toilet, separate bathroom/shower/toilet, kitchen, garage, outside shower/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, to be secured by a Bank or Building Society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale.

The Purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg this 15th day of January 1996.

Routledges Incorporated, Plaintiff's Attorneys, 1st Floor, Colosseum, 41 Kruis Street, Johannesburkg. (Tel. 331-0511.) (Ref. ZA6791/WRFCLS/Mr Stott/djl.)

Case No. 19179/1995
PH 267

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

In the matter between **ABSA BANK LIMITED** (UNITED BANK DIVISION) formerly known as UNITED BANK LIMITED and prior to that UNITED BUILDING SOCIETY LIMITED and previously UNITED BUILDING SOCIETY, Plaintiff, and **RAWLINGS, CECIL,** First Defendant, and **KIES, LEONNE SHARON,** 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 22B Ockerse Street, Krugersdorp, on **Wednesday the 6th day of March 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 Krugersdorp at 22B Ockerse Street, Krugersdorp.

Erf 1049, Rant-en-Dal Extension 3 Township, Registration Division I.Q. Transvaal, measuring 1 072 m^2, held by the Defendants under Deed of Transfer Number T45284/1994, being 13 Canary Street, Rant-en-Dal Extension 3.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The property consists of entrance hall, lounge, dining room, three bedrooms, two bathrooms/toilet, kitchen, servants room and toilet.

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

The Purchaser shall, on the day of the sale, pay 5% (Five Per Cent) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (Twenty Thousand Rand) and thereafter 3% (Three Per Cent) up to a maximum fee of R6 000 (Six Thousand Rand). Minimum charges R200 (Two Hundred Rand).

Dated at Johannesburg this the 16th day of January 1996.

Routledges Incorporated, Plaintiff's Attorneys, 1st Floor, Colosseum, 41 Kruis Street, Johannesburg. (Tel. 331-0511.) (Ref: ZA5508/WRFCLS/Mr Stott/djl.)

Case No. 22582/95

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

In the matter between **ABSA BANK LIMITED,** Plaintiff, and **RAYMOND FARRELL,** First Defendant, and **GERDA FARRELL,** Second Defendant

In execution of a Judgment of the Supreme Court (Witwatersrand Local Division) in the abovementioned suit, a sale without a reserve price, subject to the Plaintiff's approval will be held at the office of the Sheriff of Krugersdorp, Klaburn Court, 22B Ockerse Street, Krugersdorp, on **Wednesday the 28th day of February 1996 at 10:00** of the undermentioned property of the Defendant's on the conditions to be read out by the Auctioneer at the time of the sale, which conditions will lie for inspection, prior to the sale, at the offices of the Sheriff, Krugersdorp:

Certain Erf 3539, Noordheuwel Extension 4 Township, Registration Division I.Q. The Province of Gauteng, and known as 5 James Street, Noordheuwel Ext. 4 Township, District Krugersdorp, in extent 946 (nine hundred and forty-six) square metres, held by Deed of Transfer No. T.17031/1994.

Improvements: (none of which are guaranteed) consisting of the following: Dwelling with a lounge, diningroom, two bedrooms, one bathroom, kitchen.

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

Auctioneer's charges, payable on the day of the sale; to be calculated as follows: 5% (five 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 charge R50,00 (fifty rand).

Dated at Roodepoort on this the 15th day of January 1996.

T. G. Bosch, for T. G. Bosch - Badenhorst, 1st Floor, City Centre, 8 Luttig Street, Roodepoort. (Tel. 763-6121.) (Ref. Mr T. G. Bosch.)

Saak No. 11238/95

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

ABSA BANK BEPERK h/a ALLIED BANK (voorheen Allied Bouvereniging), Eksekusieskuldeiser, en **JOSEPH MANDLA KHUMALO,** Eksekusieskuldenaar

Ten uitvoerlegging van 'n Vonnis toegestaan deur bogemelde Agbare Hof sal 'n verkoping sonder reserwes deur Mnre. Property Mart Afslaers, op die **28ste dag van Februarie 1996 om 11:00** te Erf 879, Birch Acres Uitbreiding 3 Dorpsgebied, gehou word van die ondergenoemde eiendom van die Eksekusieskuldenaar op die voorwaardes wat deur die afslaer uitgelees sal word ten tye van die verkoping, en welke voorwaardes voor die verkoping gelees kan word by die kantoor van die bogemelde afslaers te 1ste Vloer, Pogir Bastion Ins. huis, 244 Louis Bothalaan, Orange Grove.

Sekere Erf No. 879, Birch Acres Uitbreiding 3 Dorpsgebied, Registrasieafdeling I R, Transvaal, Transportaktenommer gehou onder Titelakte No. T91687/94, grootte, 957 (nege honderd sewe en vyftig) vierkante meter, ook bekend as Krombek-straat 45, Birch Acres Uitbreiding 3.

Beskrywing: Onbekend. Verbeterings is nie gewaarborg nie.

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

1. Die eiendom sal voetstoots en sonder reserwe verkoop word aan die hoogste bieder, onderhewig aan Artikel 66 van die Landdroshowe Wet.

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

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

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

Geteken te Kempton Park op hierdie 26ste dag van Januarie 1996.

C. A. C. Korf, vir Van Rensburg Schoon & Cronje, No. 8 Die Eike, Monumentweg- en Longstraat, Kempton Park, 1620. (Verw. Mev. Van Heerden/AB1709.)

Saak No. 1339/95

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

In die saak tussen **ABSA BANK BEPERK** (h/a ALLIED BANK voorheen ALLIED BOUVERENIGING), Eksekusieskuldeiser, en **MERYL ANNE JONCK,** Eksekusieskuldenaar

Ten uitvoerlegging van 'n Vonnis toegestaan deur bogemelde Agbare Hof sal 'n verkoping sonder reserwes deur Mnre. Property Mart Afslaers, op die **27ste dag van Februarie 1996 om 11:00** te: Gedeelte 49, in die skema bekend as Gladiator Court, geleë te Erf 2753, Kempton Park Dorpsgebied, gehou word van die ondergenoemde eiendom van die Eksekusieskulde-naar op die voorwaardes wat deur die afslaer uitgelees sal word ten tye van die verkoping, en welke voorwaardes voor die verkoping gelees kan word by die kantoor van die bogemelde Afslaers te: 1ste vloer, Pogir Bastion Ins. House, 244 Louis Bothalaan, Orange Grove:

Sekere Eenheid No. 49, in die skema bekend as Gladiator Court geleë te Erf 2753, Kempton Park Dorpsgebied, Registrasie Afdeling I.R., Transvaal, Transportaktenommer gehou onder Titelakte No. ST 82038/93, grootte 59 (nege-en-vyftig) vierkante meter, ook bekend as Eenheid 28, Gladiator Court, Gladiatorstraat, Rhodesfield, Kempton Park.

Beskrywing: Eenheid bestaande uit 1 eetkamer, 1 kombuis, 1 en 'n half slaapkamers, 1 sitkamer, 1 toilet, 1 badkamer, alles onder 'n sinkdak. Die kompleks is omhein met betonmure. Verbeterings word nie gewaarborg nie.

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

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

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

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

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

Geteken te Kempton Park op hierdie 26ste dag van Januarie 1996.

C. A. C. Korf, vir Van Rensburg Schoon & Cronje, 8 Die Eike, hoek van Monumentweg en Longstraat, Kempton Park, 1620. (Verw. Mev van Heerden/AB1510.)

Saak No. 11391/95

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

In die saak tussen **ABSA BANK BEPERK** (h/a ALLIED BANK voorheen ALLIED BOUVERENIGING), Eksekusieskuldeiser, en **MICHAEL JOHN DEAN,** Eksekusieskuldenaar

Ten uitvoerlegging van 'n vonnis toegestaan deur bogemelde Agbare Hof sal 'n verkoping sonder reserwes deur Mnre. Libra Afslaers, op die **28ste dag van Februarie 1996 om 10:00** te: Erf 51, Kempton Park West Dorpsgebied, gehou word van die ondergenoemde eiendom van die Eksekusieskuldenaar op die voorwaardes wat deur die afslaer uitgelees sal word ten tye van die verkoping, en welke voorwaardes voor die verkoping gelees kan word by die kantoor van die bogemelde afslaers te: Kingfischerlaan 6, Horison Park, Roodepoort:

Sekere Erf No. 51, Kempton Park West Dorpsgebied, Registrasie Afdeling I.R., Transvaal, Transportaktenommer gehou onder Titelakte No. T 49192/91, grootte 609 (ses honderd en nege) vierkante meter, ook bekend as Parkroetestraat 4, Kempton Park West.

Beskrywing: Woning bestaande uit 1 eetkamer, 1 kombuis, 3 slaapkamers, 1 sitkamer, 1 toilet, 1 badkamer, alles onder 'n teëldak, 2 motorhuise en 'n motoroprit. Die eiendom is omhein met betonmure. Verbeterings word nie gewaarborg nie.

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

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

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

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

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

Geteken te Kempton Park op hierdie 26ste dag van Januarie 1996.

C. A. C. Korf, vir Van Rensburg Schoon & Cronje, 8 Die Eike, hoek van Monumentweg en Longstraat, Kempton Park, 1620. (Verw. Mev van Heerden/AB1656.)

Saak No. 2463/93

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

In die saak tussen **ABSA BANK BEPERK** (h/a UNITED BANK voorheen UNITED BOUVERENIGING), Eksekusieskuldeiser, en **JOHANNES JACOBUS DU PREEZ,** 1ste Eksekusieskuldenaar, **LINDA JANE DU PREEZ,** 2de Eksekusieskuldenaar

Ten uitvoerlegging van 'n vonnis toegestaan deur bogemelde Agbare Hof sal 'n verkoping sonder reserwes deur Mnre. Libra Afslaers, op die **27ste dag van Februarie 1996 om 10:00** te: Erf 2492, Birch Acres Uitbreiding 12 Dorpsgebied, gehou word van die ondergenoemde eiendom van die Eksekusieskuldenaars op die voorwaardes wat deur die afslaer uitgelees sal word ten tye van die verkoping, en welke voorwaardes voor die verkoping gelees kan word by die kantoor van die bogemelde afslaers te: Kingfischerlaan 6, Horison Park, Roodepoort:

Sekere Erf No. 2492, Birch Acres Uitbreiding 12 Dorpsgebied, Registrasie Afdeling I.R., Transvaal, Transportaktenommer gehou onder Titelakte No. T 26673/85, grootte 987 (nege honderd sewe-en-tagtig) vierkante meter, ook bekend as Kransduif-straat 55, Birch Acres Uitbreiding 12.

Beskrywing: Woning bestaande uit: 3 badkamers, 1 sitkamer, 3 slaapkamers, 1 kombuis, 2 toilette, 1 eetkamer, alles onder 'n teëldak, 3 motorhuise en 'n motoroprit. Die eiendom is omhein met beton mure. Verbeterings is nie gewaarborg nie.

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

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

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

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

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

Geteken te Kempton Park op hierdie 26ste dag van Januarie 1996.

C. A. C. Korf, vir Van Rensburg Schoon & Cronje, 8 Die Eike, hoek van Monumentweg en Longstraat, Kempton Park, 1620. (Verw. Mev van Heerden/UT42.)

Saak No. 7491/95

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

In die saak tussen **ABSA BANK BEPERK** (h/a ALLIED BANK voorheen ALLIED BOUVERENIGING), Eksekusieskuldeiser, en **LIONEL MINA NCALA,** Eksekusieskuldenaar

Ten uitvoerlegging van 'n Vonnis toegestaan deur bogemelde Agbare Hof sal 'n verkoping sonder reserwes deur Mnre. Libra Afslaers, op die **28ste dag van Februarie 1996 om 14:00** te: Erf 982, Birch Acresuitbreiding 3 gehou word van die ondergenoemde eiendom van die Eksekusieskuldenaar op die voorwaardes wat deur die Afslaer uitgelees sal word ten tye van die verkoping, en welke voorwaardes voor die verkoping gelees kan word by die kantoor van die bogemelde Afslaers te: Kingfischerstraat 6, Horison Park, Roodepoort:

Sekere Erf No. 982, Birch Acres Uitbreiding 3 Dorpsgebied, Registrasieafdeling I R, Transvaal, Transportaktenommer gehou onder Titelakte No. T 18154/93, grootte 994 (nege honderd vier-en-negentig) vierkante meter, ook bekend as 8 Steenloperweg, Birch Acres Uitbreiding 3.

Beskrywing: Woning bestaande uit 1 eetkamer, 1 kombuis, 3 slaapkamers, 1 sitkamer, 1 toilet, 1 badkamer. Verbeterings word nie gewaarborg nie.

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

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

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

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

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

Geteken te Kempton Park op hierdie 26ste dag van Januarie 1996.

C. A. C. Korf, vir Van Rensburg Schoon & Cronje, 8 Die Eike, hoek van Monumentweg en Longstraat, Kempton Park, 1620. (Verw. Mev van Heerden/AB1623.)

Saak No. 1480/95

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

In die saak tussen **ABSA BANK BEPERK** (h/a ALLIED BANK voorheen ALLIED BOUVERENIGING), Eksekusieskuldeiser, en **M PESTANA,** 1ste Eksekusieskuldenaar, en **M O PESTANA,** 2de Eksekusieskuldenaar

Ten uitvoerlegging van 'n Vonnis toegestaan deur bogemelde Agbare Hof sal 'n verkoping sonder reserwes deur Mnre. Property Mart Afslaers, op die **28ste dag van Februarie 1996 om 12:00** te: Quintus v.d. Waltstraat 24, Norken Park Uitbreiding 1, gehou word van die ondergenoemde eiendom van die Eksekusieskuldenaars op die voorwaardes wat deur die afslaer uitgelees sal word ten tye van die verkoping, en welke voorwaardes voor die verkoping gelees kan word by die kantoor van die bogemelde afslaers te: 1ste Vloer, Pogir Bastion Ins. Huis, 244 Louis Bothlaan, Orange Grove:

Sekere Erf No. 572, Norkem Park Uitbreiding 1 Dorpsgebied, Registrasieafdeling I R, Transvaal, Transportaktenommer gehou onder Titelakte No. T 70542/94, grootte 991 (nege honderd een-en-negentig) vierkante meter, ook bekend as 124 Quintus v.d. Waltstraat, Norkem Park Uitbreiding 1.

Beskrywing: Woning bestaande uit: 2 badkamers, 1 eetkamer, 3 slaapkamers, 1 kombuis, 1 sitkamer, 2 toilette, 1 familie/TV kamer, alles onder 'n teëldak, 'n motoroprit, 2 motorhuise en 'n swembad. Die eiendom is omhein met 1 steenmuur en drie betonmure. Verbeterings is nie gewaarborg nie.

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

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

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

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

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

Geteken te Kempton Park op hierdie 26ste dag van Januarie 1996.

C. A. C. Korf, vir Van Rensburg Schoon & Cronje, 8 Die Eike, hoek van Monumentweg en Longstraat, Kempton Park, 1620. (Verw. Mev van Heerden/AB1503.)

Saak No. 13538/95

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

In die saak tussen **SAAMBOU BANK,** Eksekusieskuldeiser, en **SHANNON MCLEOD,** 1ste Eksekusieskuldenaar, en **CHARMAINE MCLEOD,** 2de Eksekusieskuldenaar

Ten uitvoerlegging van 'n vonnis toegestaan deur bogemelde Agbare Hof sal 'n verkoping sonder reserwes deur die Balju, Kempton Park, op die **29ste dag van Februarie 1996 om 10:00** te: Parkstraat 8, Kempton Park Dorpsgebied, gehou word van die ondergenoemde eiendom van die Eksekusieskuldenaars op die voorwaardes wat deur die afslaer uitgelees sal word ten tye van die verkoping, en welke voorwaardes voor die verkoping gelees kan word by die kantoor van die bogemelde Balju te: Parkstraat 8, Kempton Park:

Sekere Erf 584, Norken Park Dorpsgebied, Registrasie Afdeling I.R., Transvaal, Transportaktenommer gehou onder Titelakte No. T 97345/92, grootte 991 (nege honderd een-en-negentig) vierkante meter, ook bekend as Mooirivierstraat 162, Norkem Park.

Beskrywing: Woning bestaande uit 1 eetkamer, 1 kombuis, 3 slaapkamers, 1 sitkamer, 1 toilet, 1 badkamer, alles onder 'n teëldak. Verbeterings word nie gewaarborg nie.

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

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

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

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

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

Geteken te Kempton Park op hierdie 26ste dag van Januarie 1996.

C. A. C. Korf, vir Van Rensburg Schoon & Cronje, 8 Die Eike, hoek van Monumentweg en Longstraat, Kempton Park, 1620. (Verw. Mev van Heerden/S1466.)

Saak No. 12043/95

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

In die saak tussen **ABSA BANK BEPERK** (h/a ALLIED BANK voorheen ALLIED BOUVERENIGING), Eksekusieskuldeiser, en **JOHANNES CORNELIS ENGELBRECHT,** Eksekusieskuldenaar

Ten uitvoerlegging van 'n vonnis toegestaan deur bogemelde Agbare Hof sal 'n verkoping sonder reserwes deur Mnre. Property Mart Afslaers, op die **27ste dag van Februarie 1996 om 14:00** te Erf 1941, Birch Acres Uitbreiding 6 Dorpsgebied, gehou word van die ondergenoemde eiendom van die Eksekusieskuldenaar op die voorwaardes wat deur die Afslaer uitgelees sal word ten tye van die verkoping, en welke voorwaardes voor die verkoping gelees kan word by die kantoor van die bogemelde Afslaers te: 1ste Vloer, Pogir Bastion Ins. House, 244 Louis Bothalaan, Orange Grove:

Sekere Erf 1941, Birch Acres Uitbreiding 6 Dorpsgebied, Registrasieafdeling I R Transvaal, Transportakte nommer: Gebou onder Titelakte No. T56120/93, grootte 1 000 (een duisend) vierkante meter, ook bekend as 7 Doublomstraat, Birch Acres Uitbreiding 6.

Beskrywing: Woning bestaande uit 1 eetkamer, 1 kombuis, 3 slaapkamers, 1 sitkamer, 1 toilet, 1 badkamer. Verbeterings word nie gewaarborg nie.

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

1. Die eiendom sal voetstoots en sonder reserwe verkoop word aan die hoogste bieder, onderhewig aan Artikel 66 van die Landdroshowe Wet.

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

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

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

Geteken te Kempton Park op hierdie 26ste dag van Januarie 1996.

C A C Korf, vir Van Rensburg Schoon & Cronje, No. 8 Die Eike, Monumentweg & Longstraat, Kempton Park, 1620. (Verw. mev. Van Heerden/AB1672.)

Case No. 7018/95

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

In the matter between **SAAMBOU BANK LIMITED,** Plaintiff, and **GOITSIMANG JOHANNES MASEKO,** First Defendant

In pursuance of a judgment in the Court of the Magistrate, Alberton, dated 02/11/1995 and Writ of Execution dated 02/11/1995, the following property will be sold in execution on Wednesday, the **28 February 1996 at 10:00,** at the offices of the Sheriff of the Magistrate Court, Johriahof, Du Plessis Street, Alberton, to the highest bidder, viz:

Certain all right title and interest in the leasehold in respect of Erf 1557, Othandweni Extension 1 Township, Registration Division I.R. the Province of Gauteng.

Street address: 1557 Othandweni Extension 1, measuring 240 square metres, held under Certificate of Registered Grant of Leasehold No. TL56642/1994, dated 25/11/1994.

Zoning: Residential.

Special use or exemptions: None.

The Judgment Creditor describes the improvements on the property, without any warranties, as follows:

Main building: Lounge, kitchen, 3 bedrooms and 1 bathroom.

Outbuildings: None.

1. *Terms:* 10% of the purchase price in cash at the sale, the balance plus interest at 18,75%, payable to date of payment, against registration of transfer, to be secured by a bank or building society guarantee to be furnished within 30 (thirty) days from the date of sale.

2. Conditions of Sale, which will be read immediately prior to the sale, are lying for inspection at the offices of the Messenger of the Court.

Dated at Alberton on this 29th day of January 1996.

B J van der Walt & Schoeman, Plaintiff's Attorney, 1st Floor, Allied House, 36 The Boulevard, Alberton. (Tel. 907/2329, 907,2359.) (Ref. Miss D. Meyer.)

Case No. 4740/91

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

In the matter between **ABSA BANK LIMITED** (ALLIED BANK DIVISION), Plaintiff, and **ARUMUGAM GOUNDEN,** First Defendant, and **PARVATHY GOUNDEN,** Second Defendant

In pursuance of a judgment in the Court of the Magistrate, Alberton, dated 20/06/1991 and Writ of Execution dated 22/11/1995, the following property will be sold in execution on Wednesday, the **28 February 1996 at 10:00,** at the offices of the Sheriff of the Magistrate Court, Johriahof, Du Plessis Street, Alberton, to the highest bidder, viz:

Certain Erf 861, Palm Ridge Township, Registration Division I.R. the Province of Gauteng.

Street address: 80 Celtis Street, Palm Ridge, Germiston, measuring 805 square metres, held by Deed of Transfer No. T67400/1990, dated 12/10/1990.

Zoning: Residential.

Special use or exemptions: None.

The Judgment Creditor describes the improvements on the property, without any warranties, as follows:

Main building: Lounge, kitchen, 3 bedrooms, 2 bathrooms and diningroom.

Outbuildings: None.

1. *Terms:* 10% of the purchase price in cash at the sale, the balance plus interest at 18,50%, payable to date of payment, against registration of transfer, to be secured by a bank or building society guarantee to be furnished within 30 (thirty) days from the date of sale.

2. Conditions of Sale, which will be read immediately prior to the sale, are lying for inspection at the offices of the Messenger of the Court.

Dated at Alberton on this 29th day of January 1996.

B J van der Walt & Schoeman, Plaintiff's Attorney, 1st Floor, Allied House, 36 The Boulevard, Alberton. (Tel. 907/2329, 907,2359.) (Ref. Miss D. Meyer.)

Case No. 3332/92

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

In the matter between **ABSA BANK LIMITED** (ALLIED BANK DIVISION), Plaintiff, and **MHLUPHEKI ZABULON MASONDO,** First Defendant, and **ZANNE ELLEN MASONDO,** Second Defendant

In pursuant of a Judgment in the Court of the Magistrate, Alberton dated 18/05/1992 and Writ of Execution dated 20/11/1995, the following property will be sold in execution on **Wednesday the 28th February 1996 at 10:00,** at the offices of the Sheriff of the Magistrate's Court, Johriahof, Du Plessis Street, Alberton, to the highest bidder, viz:

Certain Section 12 in the building or buildings known as Eden Place, situated at 43 Abraham Street, Eden Park Township, Registration Division I.R. the Province of Gauteng.

Street address: 12 Eden Place, 43 Abraham Street, Eden Park, Alberton, measuring 102 square metres, held by Deed of Transfer No. ST98/1990(12)(UNIT) dated 29/10/1990.

Zoning: Residential.

Special use or exemptions: None.

The Judgment Creditor describes the improvements on the property, without any warranties, as follows: *Main building:* Lounge, kitchen, 3 bedrooms, 1 bathroom, diningroom and entrance hall. *Outbuildings:* Garage.

1. *Terms:* 10% of the purchase price in cash at the sale, the balance plus interest at 19%, payable to date of payment, against registration of transfer, to be secured by a bank or building society guarantee to be furnished within 30 (thirty) days from the date of sale.

2. Conditions of sale, which will be read immediately prior to the sale, are lying for inspection at the offices of the Messenger of the Court.

Dated at Alberton on this 29th day of January 1996.

B. J. van der Walt & Schoeman, Plaintiff's Attorneys, First Floor, Allied House, 36 The Boulevard, Alberton. (Tel. 907-2329, 907-2359.) (Ref. Miss D. Meyer.)

Case 5254/91

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

In the matter between **ABSA BANK LIMITED** (ALLIED BANK DIVISION), Plaintiff, and **JERRY NTULI,** First Defendant, married in community of property to **DORIS MIRRIAM NTULI,** Second Defendant

In pursuance of a Judgment in the Court of the Magistrate, Alberton dated 10/03/1992 and Writ of Execution dated 30/06/1995, the following property will be sold in execution on **Wednesday the 28 February 1996 at 10:00,** at the offices of the Sheriff of the Magistrate's Court, Johriahof, Du Plessis Street, Alberton, to the highest bidder, viz:

Certain: All right title and interest in the leasehold in respect of Erf 9620 Tokoza Extension 2 Township, Registration Division I.R. the Province of Gauteng.

Street address: 9620 Tokoza Extension 2, measuring 300 square metres, held under Certificate of Registered Grant of Leasehold No. TL53383/1988 dated 09/12/1988.

Zoning: Residential.

Special use or exemptions: None.

The Judgment Creditor describes the improvements on the property, without any warranties, as follows: *Main building:* Lounge, kitchen, 2 bedrooms and 1 bathroom. *Outbuildings:* None.

1. *Terms:* 10% of the Purchase Price in cash at the sale, the balance plus interest at 20%, payable to date of payment, against registration of transfer, to be secured by a bank or building society guarantee to be furnished within 30 (thirty) days from the date of sale.

2. Conditions of Sale, which will be read immediately prior to the Sale, are lying for inspection at the offices of the Messenger of the Court.

Dated at Alberton on this 29th day of January 1996.

B. J. van der Walt & Schoeman, Plaintiff's Attorney, First Floor, Allied House, 36 The Boulevard, Alberton. (Tel. 907-2329, 907-2359.) (Ref. Miss D. Meyer.)

Case No. 6111/95

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

In the matter between **Saambou Bank Limited,** Plaintiff, and **DUMISANI CLEMENT HLOPHE,** First Defendant, married in community of property to **PULLETSO EUNICE HLOPHE,** Second Defendant

In pursuance of a Judgment in the Court of the Magistrate, Alberton, dated 17/10/1995 and Writ of Execution dated 17/10/1995, the following property will be sold in execution on **Wednesday the 28 February 1996 at 10:00,** at the offices of the Sheriff of the Magistrate's Court, Johriahof, Du Plessis Street, Alberton, to the highest bidder, viz:

Certain: All right title and interest in the leasehold in respect of Erf 10425 Tokoza Extension 5 Township, Registration Division I.R. the Province of Gauteng.

Street address: 10425 Tokoza Extension 5, measuring 273 square metres, held under Certificate of Registered Grant of Leasehold No. TL56004/1994 dated 23/11/1994.

Zoning: Residential.

Special use or exemptions: None.

The Judgment Creditor describes the improvements on the property, without any warranties, as follows: *Main building:* Lounge, kitchen, 3 bedrooms and 1 bathroom.

Outbuildings: None.

1. *Terms:* 10% of the Purchase Price in cash at the sale, the balance plus interest at 18,75%, payable to date of payment, against registration of transfer, to be secured by a bank or building society guarantee to be furnished within 30 (thirty) days from the date of sale.

2. Conditions of Sale, which will be read immediately prior to the sale, are lying for inspection at the offices of the Messenger of the Court.

Dated at Alberton on this 29th day of January 1996.

B. J. van der Walt & Schoeman, Plaintiff's Attorney, 1st Floor, Allied House, 36 The Boulevard, Alberton. (Tel. 907-2329, 907-2359.) (Ref. Miss D. Meyer.)

Case No. 6547/93

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

In the matter between **SAAMBOU BANK LIMITED,** Plaintiff, and **ALBERT AHLOLANG MOHLALA,** Defendant

On **Wednesday the 28th day of February 1996 at 10:00** a public auction will be held at the offices of the Sheriff Magistrate's Court Alberton, at Johria Court, 4 Du Plessis Street, Florentia, Alberton, at which the Sheriff of the Magistrate's Court, Alberton will pursuant to the Judgment of the Court in this action and warrant of execution issued in terms thereof and attachment in execution made thereunder sell all right, title and interest in the leasehold in respect of the property known as:

Certain Erf 7, Thintwa Village, Registration Division I.R., Province of Gauteng, situated at 7 Thintwa Township, Tokoza, Alberton, measuring 207 (two hundred and seven) square metres, held by Certificate of Grant of Leasehold No. TL42624/1992.

Improvements: Dwelling house consisting of: 2 bedrooms, 1 bathroom, 1 lounge, 1 kitchen (which are not warranted or guaranteed).

Salient terms of the sale:

1. The property will be sold without reserve by way of public auction and the sale shall be subject to the provisions of the Magistrates' Courts Act and rule, the conditions of the Certificate of Registered Leasehold and further subject to the conditions of sale referred to in paragraph 5 infra.

2. The purchaser shall be obliged to pay 10% (ten percent) of the purchase price and the auctioneer's commission at the sale which shall be paid in cash or by means of a bank guaranteed cheque and the balance purchase price plus interest is payable or must be guaranteed to the Sheriff by an approved bank, building society or any other acceptable guarantee within 21 (twenty-one) days from date of sale.

3. The purchaser shall be liable for and shall pay to the Plaintiff's conveyancers on request, the fees of the Sheriff of the Magistrate's Court for acting as auctioneer and all amounts necessary to obtain transfer of the property, includig stamp duty, other costs of transfer and all such rates and taxes and other charges which are payable to the local or any other authority prior to passing of transfer of the property to the purchaser.

4. Possession and occupation of the property shall, subject to the rights of any existing tenant/s, pass to the purchaser upon sale being effected from which date all benefits, risks and liability shall pass to the purchaser.

5. The complete conditions of sale can be perused at the offices of the Sheriff of the Magistrate's Court at Alberton at Johria Court, 4 Du Plessis Street, Florentia, Alberton.

Dated at Alberton on this the 26th day of January 1996.

J. L. Badenhorst, Plaintiff's Attorney, 32 Prins Albert Street, Brackenhurst, Alberton; P.O. Box 1662, Alberton, 1450. (Tel. 867-4020.) (Fax. 867-5562.) (Ref. Mr Badenhorst/rl/LS569.)

Case No. 95/19071
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IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **FIRST NATIONAL BANK OF SOUTHERN AFRICA LIMITED,** Plaintiff, and **MOZI MICHAEL NGWENYA,** First Defendant, **DOROTHY NTOMBENCANE NGWENYA,** 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 for the Supreme Court, Boksburg, at 182 Leeuwpoort Street, Boksburg, on the **1st March 1996 at 11:15** 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, Boksburg, prior to the sale:

Erf 153, Vosloorus Extension 5 Township, Registration Division I.R., the Province of Gauteng, in extent 384 (three hundred and eighty-four) square metres, held under Certificate of Ownership T.E. 13286/1993, situated at Stand 153, Mosilabele Avenue, Vosloorus Extension 5 Township, Boksburg.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: A Residential dwelling comprising one lounge/dining room, one kitchen, three bedrooms, one bathroom and toilet, under tiled roof.

Terms: Ten percent (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 or other acceptable guarantee to be furnished within fourteen days of the date of sale.

Auctioneer's charges, which are also payable on the date of sale, are as follows: 5% on the proceeds of the sale up to R20 000,00 and thereafter 3% up to a maximum fee of R6 000,00, minimum charges R200,00.

Signed at Johannesburg on this 23rd day of January 1996.

Nathanson, Bowman & Nathan, Plaintiff's Attorneys, 7th Floor, North State, corner of Market & Kruis Streets, Johannesburg. (Reference D. W. Phillips.)

Case No. 95/21286

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA BANK LIMITED** (ALLIED BANK DIVISION), formerly known as ALLIED BANK LIMITED, Plaintiff, and **MAMABOLO, JEREMIAH NYAMANE,** First Defendant, **MAMABOLO, CECILIA ELEONORE,** 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 Ground Floor, Fluor House, 100 Grayston Drive, Sandown on **Friday the 16th of February 1996 at 10:00** of the undermentioned immovable property of the Defendants on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection, prior to the sale, the office of the Sheriff for the Supreme Court Sandton, at Ground Floor, Fluor House, 100 Grayston Drive, Sandown:

Erf 94, Rivonia Extension 7 Township, Registration Division I.R. Transvaal, measuring 3 794 m^2, held by the Defendants under Deed of Transfer Number 815/1995, being 3 Vickes Avenue, Rivonia.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The dwelling consists of: entrance hall, lounge, dining room, 3 × bedrooms, separate w.c., kitchen, double garage 2 × servant's room, w.c., laundry.

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 000,00 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000,00 (six thousand rand). Minimum charges R200,00 (two hundred rand).

Dated at Johannesburg this 18 day of January 1996.

Jay Incorporated, Plaintiff's Attorneys, Level Six Sunnyside Ridge, Sunnyside Drive (entrance at intersection of Carse O'Gowrie & Princess of Wales Roads), Parktown; P.O. Box 87160, Houghton, 2041. [Tel. (011) 484-2828.] [Fax. (011) 484-7548.] (PH 630/DX 589 Jhb.) (Ref. 102402/Mr Georgiades/jb.)

Case No. 93/22463

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 **HLUTYWA: MBUSIYELO SKINNERTODD,** First Execution Debtor/Defendant, **HLUTYWA: BALEKILE FINA,** 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, the Sheriff's Office, 8 Park Street, Kempton Park, on **14th of March 1996 at 10:00**, in respect of the undermentioned property of the Executon Debtor on the conditions to be read out by the auctioneer at the offices of the Sheriff:

Certain Lot 566, Emfihlweni Township, Registration Division I.R., Transvaal, measuring 260 (two hundred and sixty) square metres, held under Deed of Transfer TL64662/1988, situated 566 Emfihlweni Section, Tembisa, Kempton Park.

Improvements: The following improvements are reported to be on the property but nothing is warranted or guaranteed: 1 toilet, 1 bathroom, 1 diningroom, 2 bedrooms, 1 kitchen.

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

Dated at Johannesburg on this the 26th day of January 1996.

Uys Nel, Execution Creditor's Attorneys, Suite 1811, Sanlam Centre, Jeppe Street, Johannesburg. (Tel. 333-1595.) (Ref. D. Uys/ldeb/F94/N77.)

Case No. 95/26361

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **FIRST NATIONAL BANK OF SOUTHERN AFRICA LIMITED,** Plaintiff, and **DIREKO, TEBOGO ABRAHAM,** Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the Office of the Sheriff of the Supreme Court for Sandton, Ground Floor, Fluor House, 100 Grayston Drive, Sandown, at **10:00 on Friday the 1st of March 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 5078, Bryanston Extension 39 Township, Registration Division I.R., Gauteng, area 2 521 square metres, situation 1C Constantia Street, Bryanston Extension 39, Sandton.

Improvements (not guaranteed): Single storey brick dwelling under tiles consisting of entrance hall, lounge, dining room, kitchen, scullery, 4 bedrooms, dressing room, 2 bathrooms, shower, 2 toilets, floor covering fitted carpets/tiles, burglar alarm, walled boundary.

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 000,00 and thereafter 3% to a maximum fee of R6 000,00 and a minimum of R200,00.

Dated at Johannesburg on the 8th day of January 1996.

Dykes, Daly, Plaintiff's Attorneys, 8th Floor, 66 Smal Street, Johannesburg. (Tel. 781-0810.) (Ref. Mr P. le Mottee/ij/FN3129.)

Case No. 21909/95

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **THE STANDARD BANK OF SA LTD,** Plaintiff, and **SUSANNA MARIA GOOSEN,** 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 NG Sinodale Centre, 234 Visagie Street, Pretoria on **Tuesday, 27 February 1996 at 10:00** of the undermentioned property of the Defendants on the conditions to be read out by the auctioneer at the time of the sale and which conditions may be inspected at Messcor House, 30 Margaretha Street, Pretoria Central, prior to the sale:

Portion 1 of Erf 714, Wonderboom South Township, Registration Division JR, Transvaal (also known as number 19, 14th Avenue, Wonderboom South), measuring 1 276 (one thousand two hundred and seventy-six) square metres, held under Deed of Transfer T6750/95, subject to the conditions therein contained.

Zoned as a Special Residential area. The following information is furnished *re* the improvements though in this respect nothing is guaranteed: Dwelling consisting of entrance hall, lounge, dining room, kitchen, 3 bedrooms, bathroom/wc, wc, shower, 1 garage and servant's room with wc/shower and swimming pool.

Ten percent (10%) of the purchase price at 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 2nd day of February 1996.

E. M. Eybers, for Adams & Adams, Shorburg, 429 Church Street, Pretoria. [Tel. (012) 320-8500.] (Ref. EME/ep S1416/95.)

Case No. 13375/95

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **THE STANDARD BANK OF SA LTD,** Plaintiff, and **MARKUS JOHANNES DU PREEZ,** 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 Sheriff's Office, 8 Park Street, Kempton Park on **Thursday, 29 February 1996 at 10:00** of the undermentioned property of the defendants on the conditions to be read out by the Auctioneer at the time of the sale and which conditions may be inspected at the offices of the Sheriff prior to the sale:

Erf 696 in the township Clayville Extension 7, Registration Division JR, Transvaal (also known as 21 Gemsbok Street, Clayville Extension 7), measuring 2 174 (two thousand one hundred and seventy four) square metres, held by virtue of Deed of Transfer T82289/1988, subject to the conditions therein contained and more especially to the reservation of mineral rights.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: Dwelling consisting of entrance hall, lounge, dining room, family room, kitchen, laundry, 3 bedrooms, 2 bathrooms/wc, shower, dress room, 2 garages, 1 carport, lapa and servant's room with wc.

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 2nd day of February 1996.

E. M. Eybers, for Adams & Adams, Shorburg, 429 Church Street, Pretoria. [Tel. (012) 320-8500.] (Ref. EME/ep S801/95.)

Saakno. 19717/95

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **ABSA BANK BEPERK** H/A ALLIED BANK, Eiser, en **PRINSLOO ABRAHAM JOHANNES,** ID 2702035033009, 1ste Verweerder, en **PRINSLOO MONICA ELLIOTT,** 2de Verweerder

'n Openbare veiling sonder 'n reserwe prys sal deur die balju Tzaneen te Landdroskantore Morganstraat Tzaneen, op **1 Maart 1996 om 10:30** volgens voorwaardes wat nou by die kantore van die balju Tzaneen te Grensstraat 50, Tzaneen ter insae lê en wat ten tye van die veiling voorgelees sal word, van die volgende eiendom:

Gedeelte 7 ('n gedeelte van Gedeelte 3) van die plaas Tarantal 578, Registrasie Afdeling LT Transvaal, groot 15,6827 (vyftien komma ses agt twee sewe) hektaar, gehou kragtens Akte van Transport T81228/93.

Hierdie eiendom is geleë te plaas Tarentaal, 4,8 km op die Agatha Pad by die bordjie Mocke Pieters links, Waar die pad vurk weer links tot op eiendom.

Die volgende verbeterings is op die eiendom aangebring: Ingangsportaal, sitkamer, familiekamer, eetkamer, kombuis, spens, 3 slaapkamers, 2 badkamers, studeerkamer. *Konstruksie:* Mure-baksteen, vloere, keramiek teëls & matte, plafon-herculite, dak-metaal. *Buitegeboue:* 3 store, 4 afdakke, toilet, 3 bediende kamers.

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 2de dag van Februarie 1996.

E. J. J. Geyser, vir Rooth & Wessels, 2de Vloer, Eerste Nasionale Bank Gebou, Kerkplein, Pretoria. (Tel. 325-2940.) (Verw. EG/M Mare/A2225.)

Saaknommer: 16394/89

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **STADSRAAD VERWOERDBURG,** Eiser, en **XTRON (EDMS) BPK,** Verweerder

Ter uitwinning van 'n vonnis van die Hooggeregshof van Suid-Afrika (Transvaalse Provinsiale Afdeling) in bogemelde saak, sal 'n verkoping sonder 'n reserweprys gehou word te kantore van die Balju, Hooggeregshof, Pretoria-Suid, te Fehrslaan Sentrum, Strubenstraat 130B, Pretoria op **28/2/96 om 10:00** van die ondervermelde eiendom van die Verweerder op die voorwaardes wat deur die afslaer by die kantore van die Balju, Hooggeregshof, Pretoria-Suid, voor die verkoping ter insae sal lê te Edenpark, Hoewe 83, h/v Gerhardstraat & Weslaan, Lyttelton Landbouhoewes, Verwoerdburg:

Sekere Erf 33, Sunderlandridge, JR Provinsie Gauteng, gehou kragtens Akte van Transport T24976/84 (Van Tonderstraat 30, Sunderlandridge), groot 4 971 vierkante meter.

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

Verbeteringe: (geen waarborg word in verband hiermee gegee nie).

Die erf is as industriële gebied verklaar met minerale regte.

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

Vendukoste betaalbaar op die dag van verkoping, sal as volg bereken word: 5% (vyf persent) op die opbrengs van die verkoping tot 'n prys van R20 000.00 (twintig duisend rand) en daarna 3% (drie persent) tot 'n maksimum bedrag van R6 000.00 (ses duisend rand). Minimum heffing R100.00 (een honderd rand).

Gedateer te Pretoria hierdie 24ste dag van Januarie 1996.

Haasbroek en Boezaart Ing., Eiser se Prokureurs, Momentumsentrum 201, Wes-Toring, Pretoriusstraat; Posbus 2205, Pretoria. (Tel. No. 322-4401.) (Verw. B. Bekker/HL/G458/89.)

Saak No. 16712/94

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **BONAERO PARK (EDMS) BEPERK,** Eiser, en **ROELOF JAKOBUS LODEWYK BURGER,** 1st Verweerder, en **ANNA MARIA MAGRIETHA BURGER,** 2de Verweerderes

Kennis word hiermee gegee dat ingevolge 'n uitspraak van die Hooggeregshof van Suid-Afrika, Transvaalse Provinsiale Afdeling in bogemelde saak op die 29ste dag van September 1994 en ter uitvoering van 'n lasbrief tot uitwinning sal die Balju, Wonderboom, op die **1ste dag van Maart 1996 om 11:00** te Plot 83, De Onderstepoort, Bon Accord (net noord van Sasko Meule, Ou Warmbadpad), verkoop:

Sekere Gedeelte 111 ('n gedeelte van Gedeelte 3) van die plaas Doornpoort 295, Registrasie Afdeling J.R., Gauteng, groot 1,2120 (een komma twee een twee nul) hektaar.

Die eiendom is verbeter en bestaan uit 'n woonhuis bestaande uit 'n sitkamer, eetkamer, 3 slaapkamers, 1 badkamer, 1 aparte toilet, kombuis, 1 opwaskamer, gang en ingangsportaal.

Die Koper moet 'n deposito van 10% 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 Plot 83, De Onderstepoort, Bon Accord (net noord van Sasko Meule, Ou Warmbadpad).

Dyason, Prokureurs vir Eiser, Leopont, Kerkstraat Oos 451, Pretoria. (Tel. 322-8600.) [Verw. T. du Plessis/an (FB 0070).]

Saak No. 21097/95

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **SAAMBOU BANK BEPERK,** Eiser, en **JOHANN FRIEDRICH HERBST,** 1ste Verweerder, en **ILSE HERBST,** 2de Verweerderes

Kennis word hiermee gegee dat ingevolge 'n uitspraak van die Hooggeregshof van Suid-Afrika, Transvaalse Provinsiale Afdeling in bogemelde saak op die 6de dag van Desember 1995 en ter uitvoering van 'n lasbrief tot uitwinning sal die Balju, Pretoria Oos, op die **28ste dag van Februarie 1996 om 10:00** te Fehrslane Sentrum, Strubenstraat 130B, h/v Fehrslaan & Strubenstraat, Pretoria,verkoop:

Sekere Erf 28, Moreletapark Dorpsgebied, Registrasie Afdeling J.R., Gauteng, beter bekend as Suzettestraat 498, Moreletapark, groot 1 250 (een duisend twee honderd en vyftig) vierkante meter.

Sonering: Spesiale Woon.

Die eiendom is verbeter en bestaan uit 'n woonhuis bestaande uit 'n sitkamer, eetkamer, 3 slaapkamers, badkamer/stort/wk, spens, kombuis, opwas, 2 motorhuise en wk.

Die Koper moet 'n deposito van 10% 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 Fehrslane Sentrum, Strubenstraat 130A, h/v Fehrslaan & Strubenstraat, Pretoria.

Dyason, Prokureurs vir Eiser, Leopont, Kerkstraat Oos 451, Pretoria. (Tel. 322-8600.) [Verw. T. du Plessis/an (FF 0613).]

Saak No. 11157/95

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **SAAMBOU BANK BEPERK,** Eiser, en **JOHAN HERMAN VAN GASS,** 1ste Verweerder, en **DINA WILHELMINA MAGDALENA VAN GASS,** 2de Verweerderes

Kennis word hiermee gegee dat ingevolge 'n uitspraak van die Hooggeregshof van Suid-Afrika, Transvaalse Provinsiale Afdeling in bogemelde saak op die 29ste dag van Junie 1995 en ter uitvoering van 'n lasbrief tot uitwinning sal die Balju, Pretoria Suid, op die **28ste dag van Februarie 1996 om 10:00** te Fehrslane Sentrum, Strubenstraat 130B, h/v Fehrslaan & Strubenstraat, Pretoria, verkoop:

Sekere Erf 2210, geleë in die dorpsgebied The Reeds Uitbreiding 9, Registrasie Afdeling J.R., Gauteng, beter bekend as Helenastraat 12, The Reeds X9, groot 1 000 (een duisend) vierkante meter.

Sonering: Spesiale Woon.

Die eiendom is verbeter en bestaan uit 'n woonhuis bestaande uit 'n sit/eetkamer, 2 slaapkamers, 1 badkamer/wk en 'n kombuis.

Die Koper moet 'n deposito van 10% 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 Edenpark, Hoewe 83, h/v Gerhardstraat & Weslaan, Lyttelton Landbouhoewes, Verwoerdburgstad.

Dyason, Prokureurs vir Eiser, Leopont, Kerkstraat Oos 451, Pretoria. (Tel. 322-8600.) [Verw. T. du Plessis/an (FF 0505).]

Saak No. 1209/94

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **ABSA BANK BEPERK,** Eiser, en **LINDA DA SILVA,** Verweerder

Kennis word hiermee gegee dat ingevolge 'n uitspraak van bogemelde Agbare Hof in bogemelde saak op 14 Februarie 1995, en ter uitvoering van 'n Lasbrief vir Eksekusie, sal die Balju, Pretoria Sentraal, op **27 Februarie 1996 om 10:00,** die ondervermelde eiendom in eksekusie verkoop te NG Sinodale Sentrum, 234 Visagiestraat, Pretoria, aan die hoogste bieër:

Voorwaardes sal ter insae lê te Messcor Huis, Margaretha Straat 30, Pretoria Sentraal.

Die eiendom wat aldus te koop aangebied word, staan bekend as 29ste Laan 603, Villieria, en word omskryf as Gedeelte 7 (gedeelte van Gedeelte 5) van Erf 2015, Villieria, Registrasie Afdeling J.R., provinsie van Gauteng, groot 1 276 (eenduisend tweehonderd ses-en-sewentig) vierkante meter, gehou kragtens Akte van Transport Nr. T5960/1991.

Die eiendom bestaan na bewering, maar sonder waarborg, uit sitkamer, eetkamer, kombuis, 3 slaapkamers, 1 badkamer, enkel motorhuis, bediende kamer met toilet.

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-Sentraal.

Geteken te Pretoria hierdie 26ste dag van Januarie 1996.

Couzyn Hertzog & Horak Ing., Praetor Forumgebou, Vd Waltstraat 269, Pretoria. (Tel. 322-8780.) (Verw. mev. De Villiers/T998.)

Saak No. 27127/94

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **ABSA BANK–ALLIED,** Eiser, en **CURT WILLIAMS,** Verweerder

Kennis word hiermee gegee dat ingevolge 'n uitspraak van bogemelde Agbare Hof in bogemelde saak op 29 Junie 1994, en ter uitvoering van 'n Lasbrief vir Eksekusie, sal die Balju, Pretoria Noord-Oos, op **27 Februarie 1996 om 10:00,** die ondervermelde eiendom in eksekusie verkoop te NG Sinodale Sentrum, 234 Visagiestraat, Pretoria, aan die hoogste bieër:

Verkoopvoorwaardes sal ter insae lê by die Balju Kantore, Pretoriusstraat 1210, Hatfield, Pretoria.

Die eiendom wat aldus te koop aangebied word, staan bekend as 413 Woodstock Avenue, Eersterus, Pretoria en word omskryf as Erf 4048, Eersterus, Uitbreiding 6, Registrasie Afdeling J.R., Transvaal, groot 510 (vyfhonderd en tien) vierkante meter, gehou kragtens Akte van Transport Nr. T43654/91.

Die eiendom bestaan na bewering, maar sonder waarborg, uit sitkamer, eetkamer, kombuis, 3 slaapkamers, 1 badkamer.

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-Noord-Oos.

Geteken te Pretoria hierdie 26ste dag van Januarie 1996.

Couzyn Hertzog & Horak Ing., Praetor Forumgebou, Vd Waltstraat 269, Pretoria. (Tel. 322-8780.) (Verw. mev. De Villiers/T1139.)

Saak No. 75813/94

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN PRETORIA GEHOU TE PRETORIA

In die saak tussen **STADSRAAD VAN VERWOERDBURG,** Eiser, en **MOMBERG KONSTRUKSIE (EDMS.) BEPERK,** Verweerder

Ten uitvoerlegging van 'n vonnis in bogemelde Agbare Hof gedateer 5 Desember 1994, en 'n Lasbrief tot Eksekusie, word die volgende eiendom in eksekusie verkoop op die **28ste dag van Februarie 1996 om 10:00,** by 'n verkoping gehou te word te Fehrslaan Sentrum, Strubenstraat 130B, Pretoria, aan die hoogste bieder:

Erf: die resterende gedeelte van Erf 550, Clubview Uitbreiding 1, Verwoerdburg, groot 2 874 vk m, gehou kragtens akte van transport T84139/1991, ook bekend as Lytteltonweg 94, Clubview Uitbreiding 1, Verwoerdburg.

Die eiendom bestaan uit 'n staandak huis bestaande uit 5 slaapkamers, 2 badkamers, aparte toilet, aparte stort, sit/eetkamer, gesinskamer, kombuis en opwaskamer. die sit/eetkamer, gesinskamer en slaapkamers is bedek met mat en teëls, kombuis is geteel en Novilon in die badkamers.

Een enkel motorhuis en 'n 4 deur motorhuis.

Daar is 'n swembad op die perseel asook 'n toegeruste boorgat.

Die eiendom is omhein met voorafvervaardigde betonmure.

Terme: Die koopprys sal betaalbaar wees as volg:

1.1 Deposito van 10% van die koopprys daarvan by verkoping; en

1.2 Die balans betaalbaar binne 30 (dertig) dae by wyse van goedgekeurde bank- of bouvereniging waarborg.

2. *Voorwaardes van verkoping:* Die volle voorwaardes van die verkoping kan bevestig word by die Balju, Pretoria-Suid, Edenpark, Hoewe 83, hoek van Gerhardstraat en Weslaan, Verwoerdburgstad. (Tel. 663-4762.)

Geteken te Pretoria hierdie 25ste dag van Januarie 1996.

J. J. Lombard, Snyman De Jager en Breytenbach, 6de Vloer, Bureau Forum Gebou, Bureaulaan, Pretoria. (Verw. mnr. Lombard/MF/S182/95.)

Case No. 21836/95

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

NEDCOR BANK LIMITED, Plaintiff, and **PIETER MARTHINUS BRONKHORST,** Defendant

A Sale in Execution of the undermentioned property is to be held without reserve in front of the Magistrate's Court, Marble Hall, on **Wednesday, the 8th day of March 1996 at 10:00:**

Full conditions of sale can be inspected at the Sheriff, Groblersdal 1 Bank Avenue, Groblersdal, and will be read out prior to the sale.

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

Property: Erf 367, situated in the Town Marble Hall Extension 3, Registration Division J S, Transvaal, known as 367 Maroela Street, Marble Hall.

Improvements: Lounge, dining-room, 3 bedrooms, bathroom, sep. toilet, kitchen, carport, garage.

Hack Stupel & Ross, Attorneys for the Plaintiff, P.O. Box 2000, Pretoria. [Tel. (012) 325-4185.] (Our Ref. Mr B. du Plooy/LVDM/GT2791.)

Case No. 7382/95

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

NEDCOR BANK LIMITED, Plaintiff, and **TEBOHO JACK MOKOENA,** Defendant

A Sale in Execution of the undermentioned property is to be held without reserve at Magistrate's Court, Begemann Street, Heidelberg, on **Friday, the 15th day of March 1996 at 09:00:**

Full conditions of sale can be inspected at the Sheriff, Heidelberg, 40 Ueckermann Street, Heidelberg, 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 188, Magagula Heights Township, Registration Division I R, Transvaal.

Improvements: Single storey, 2 bedrooms, 1 bathroom, open plan lounge/diningroom/kitchen.

Hack Stupel & Ross, Attorneys for the Plaintiff, P.O. Box 2000, Pretoria. [Tel. (012) 325-4185.] (Our Ref. Mr B. du Plooy/LVDM/GT2413.)

Case No. 10663/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

NEDCOR BANK LIMITED, Plaintiff, and **FANNIE CRISJAN MNGOMEZULU,** First Defendant, and **SHIRLEY MNGOMEZULU,** 2nd Defendant

A Sale in Execution of the undermentioned property is to be held without reserve at the Magistrate's Court, Delville Street, Witbank, on **Friday, the 15th day of March 1996 at 10:00:**

Full conditions of sale can be inspected at the Sheriff, Witbank, 3 Rhodes Street, Witbank, and will be read out prior to the sale.

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

Property: All right, title and interest to the Leasehold in respect of Erf 468, situated in the Township of Tushanang, Registration Division J S, Transvaal.

Improvements: Single storey, 3 bedrooms, kitchen, lounge, bathroom.

Hack Stupel & Ross, Attorneys for the Plaintiff, P.O. Box 2000, Pretoria. [Tel. (012) 325-4185.] (Our Ref. Mr B. du Plooy/LVDM/GT 1665.)

Case No. 13704/95

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

NEDCOR BANK LIMITED, Plaintiff, and **AARON LUKA LUKHELE,** Defendant

A Sale in Execution of the undermentioned property is to be held without reserve in front of the Magistrate's Court Hendrina on **Friday the 15th day of March, 1996 at 10:00.**

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

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

Property: All right, title and interest to the leasehold in respect of Site 909, situated in the Town kwaZamokhuhle Ext. 1, Registration Division IS Transvaal.

Improvements: Lounge, 2 bedrooms, bathroom, kitchen.

Hack Stupel & Ross, Attorneys for the Plaintiff, P.O. Box 2000, Pretoria. [Tel. (012) 325-4185.] (Ref. Mr B. du Plooy/LVDM/GT2556.)

Case No. 14882/95

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

NEDCOR BANK LIMITED, Plaintiff, and **THANDI ELIZABETH LEDIGA,** Defendant

A Sale in Execution of the undermentioned property is to be held without reserve at the Sheriff's Offices, Portion 83, De Onderstepoort (just north of Sasko Mills) old Warmbaths Road, Bon Accord **on Friday the 8th day of March, 1996 at 11:00.**

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 682, Soshanguve L Township, Registration Division JR Transvaal.

Improvements: 3 bedrooms, lounge, diningroom, bathroom, kitchen, garage.

Hack Stupel & Ross, Attorneys for the Plaintiff, P.O. Box 2000, Pretoria. [Tel. (012) 325-4185.] (Ref. Mr B. du Plooy/LVDM/GT 2595.)

Case No. 16854/94

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

In the matter between **NBS BANK LIMITED** (REG: 87/01384/06), Plaintiff, and **STEPHANUS ARNOLDUS JOHANNES BOTHMA,** Defendant

In execution of a Judgment of the Magistrate Court, Pretoria in this suit, the undermentioned property will be sold by the Sheriff of the Court at Fehrs Avenue Centre, Struben Street 130B, Pretoria on **28 February 1996 at 10:00** to the highest bidder:

Certain Erf 3283, situated in the Township of Faerie Glen, Extension 24, Registration Division J R Transvaal, measuring 1 271 square metres, situated at 813 Verena Street, Faerie Glen, Extension 24.

Terms and conditions:

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

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

Description of property: Vacant land.

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

Conditions: The full Conditions of Sale may be inspected at the Sheriff's offices at 142 Struben Street, Pretoria.

Signed at Pretoria on this 2nd day of February 1996.

Shapiro & De Meyer Inc., Third Floor, Shapiro Chambers, Bureau Lane, Pretoria. (Ref. C. Haffter/lf/N1185.)

Case No. 25665/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **JOHANNESBURG MUNICIPAL PENSION FUND,** Plaintiff, and **GORDON, JOHN DAVID DANIEL,** First Defendant, and **GORDON, WILHELMIEN CORNELIA JOHANNA,** 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 office of the Sheriff, Johannesburg West, on the **22nd day of February 1996 at 10:00** of the undermentioned property of the Defendants on the conditions read out by the auctioneer at the offices of the Sheriff, 131 Marshall Street, Johannesburg, prior to the sale and which may be inspected at the offices of the Sheriff prior to the sale, namely:

Erf 1059, Newlands (Jhb) Township, Registration Division I.Q. Transvaal, in extent 248 Square Metres, held by Deed of Transfer No. T 5923/1994, situated at 26 – 5th Street, Newlands, Johannesburg.

The following improvements are on the property and are reported but nothing is guaranteed.

A single storey residence under iron roof consisting of lounge, dining room, three (3) bedrooms, bathroom, shower and toilet, and kitchen. Servants room and toilet.

Terms: 10% (10 per cent) of the purchase price in cash immediately upon the conclusion of the sale, the balance payable against registration of transfer to be secured by a bank, building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale. Auctioneer's charges, payable on the date of the sale, to be calculated as followss: 5% (five per cent) on the proceeds of the sale up to the price of R20 000,00 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum of R6 000 (six thousand rand). Minimum charges R200,00 (two hundred rand).

Signed at Johannesburg on the 3rd day of January 1996.

Alec Oshry, Plaintiff's Attorney, 7th Floor, 66 Smal Street, Johannesburg. (Tel. 337-9563.)

Saak No. 9656/86

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN SPRINGS GEHOU TE SPRINGS

In die saak tussen **TRUSTBANK,** Eksekusieskuldeiser, en **CATHARINA JOHANNA MAGDALENA ZWIEGELAAR,** Eksekusieskuldenaar

Geliewe kennis te neem dat ingevolge uitspraak van bogemelde Agbare Hof gedateer 17de dag van Desember 1986 en daaropvolgende Lasbrief vir Eksekusie die hiernagenoemde eiendom om **11:00 op Vrydag die 15de dag van Maart 1996,** te Goodman Straat 17, Selection Park, Springs geregtelik verkoop sal word, naamlik:

Erf 376, Selection Park, Springs bekend as Goodmanstraat 17, Selection Park, groot 1 176 (een een sewe ses) vierkante meter, gehou kragtens Transport Akte T44223/1990.

En neem verder kennis dat die Verkoopsvoorwaardes by die kantore van Libra Afslaers te Kingfisherstraat 6, Horisonpark, Roodepoort ter insae lê en behels onder andere die volgende:

1. Tien persent van die koopsom op datum van veiling.

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

3. Besit onderhewig aan enige huurkontrak.

Gedateer te Springs op hede hierdie 19de dag van Januarie 1996.

A. C. Kruger & Van der Westhuizen Prokureurs, Prokureurs vir Eksekusieskuldeiser, Agtste Straat 23, Posbus 930, Springs. (Tel. 362-6624/5/6/7.)

Case No. 21438/95

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA BANK LIMITED,** Plaintiff, and **CATHERINA HELENA REBELO DA SILVA,** First Defendant, and **MENDO MARIA ATAIDE MALAFALA REBELO DA SILVA,** Second Defendant

A sale without reserve will be held at 131 Marshall Street, Johannesburg on **Thursday 7 March 1996 at 10:00,** of the undermentioned immovable property of the Defendants, on the conditions, which may be inspected at the Office of the Sheriff of the Supreme Court, 100 Sheffield Street, Turffontein, Johannesburg.

Erf 504, Linmeyer Township, Registration Division IR Transvaal, Measuring 793 square metres, held by the Defendants under Deed of Transfer T5611/1994, being 145 Lena Street, Linmeyer.

Improvements described hereunder are not guaranteed. The dwelling consists of an entrance hall, lounge, dining room, family room 5 bedrooms, bathroom/w.c., shower/w.c., kitchen, study, 3 garages and a utility room.

Terms: 10% deposit on sale, balance by acceptable guarantee or cash within 14 days of sale. Sheriff's commission payable by the purchaser on date of sale.

Dated at Johannesburg on 30 January 1996.

K. J. Braatvedt, for Smith Jacobs & Braatvedt, Plaintiff's Attorneys, First Floor, Cradock Heights, 21 Cradock Avenue, Rosebank, Johannesburg. (Tel. 883-2740.)

Case No. 94/24106

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between: **ABSA BANK LIMITED,** Plaintiff, and **JACOBS: WILLIAM HENRY,** Defendant

A sale without reserve will be held at the Office of the Sheriff of the Supreme Court, Johannesburg North, 131 Marshall Street, Johannesburg, on **Thursday 7 March 1996 at 10:00,** of the undermentioned property, on conditions which may be inspected at the Offices of the Sheriff, prior to the sale:

Erf 154, Melrose North Extension 3 Township, Registration Division IR Transvaal, measuring 1 983 square metres, by virtue of Deed of Transfer T28414/1990, situate at 10 West Kernick Avenue, Melrose North, Johannesburg, and consists of an entrance hall, lounge, dining room, 3 bedrooms, bathroom/w.c., seperate w.c., kitchen, study, bathroom/shower, 2 dressing rooms, double garage, servants quarters/w.c./shower and laundry. Improvements described hereunder are not guaranteed.

Terms: 10% deposit on sale, balance by acceptable guarantee or cash within 14 days of sale. Sheriff's commission payable by the purchaser on date of sale.

Dated at Johannesburg on 29 January 1996.

K. J. Braatvedt, for Smith Jacobs & Braatvedt, Plaintiff's Attorneys, First Floor, Cradock Heights, 21 Cradock Avenue, Rosebank, Johannesburg. (Tel. 883-2740.)

Case No. 7074/95

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

In the matter between: **FIRST NATIONAL BANK OF S.A. LIMITED,** Plaintiff, and
PRECIOUS MAHUHUDI NYANDENI, Defendant

On the **4th day of March 1996 at 10:00** a public auction will be held at 3rd Floor, United Building, 177 President Street, Germiston, at which the Deputy of the Magistrate's Court will, pursuant to the Judgment of the Court in this action and Warrant of Execution issued in terms thereof and attachment in execution made thereunder sell:

Certain Portion 140 (a portion of Portion 4) of Lot 132, Klippoortje Agricultural Lots Township, also known as 16 Basalisk Street, Klippoortje Agricultural Lots, Germiston, measuring 993 (nine hundred and ninety three) square metres.

Improvements: (These improvements are not warranted to be correct and are not guaranteed) A single storey residence consisting of one lounge, one diningroom, three bedrooms, one kitchen, two bathrooms, two toilets, one garage and a tiled roof.

The material conditions of sale are:

1. The sale shall, in all respect, be governed by the Magistrates' Courts Act, 1944, and the Rules made thereunder or any amendment thereof substitution therefore and, subject thereto, the property shall be sold "voetstoots" to the highest bidder..

2. The price shall bear interest at the current rate from time to time in terms of the Mortgage Bond over the property held by the Plaintiff which was 18,25% per annum at the time of the preparation of these conditions from date of sale to date of payment.

3. The Purchaser shall be obliged to pay a deposit of 10 per centum of the price or one thousand rand (whichever is the greater) together with 4% Sheriff's commission and 14% VAT immediately after the sale and the balance of the price and interest shall, within fourteen days of date of sale, be paid or be secured by unconditional or approved bank and/or building society guarantee/s payable to the Sheriff of the Magistrate's Court and/or such person/s as he requires on transfer of the property to the Purchaser.

4. The Purchaser shall be liable for and shall pay to the Plaintiff's Conveyancers on request, the fees of the Sheriff of the Magistrate's Court for acting as 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 Leasehold and other charges which are payable to the local or any other authority prior to passing of transfer of the property to the Purchaser.

5. Possession and occupation of the property shall, subject to the rights of any existing tenant/s pass to the Purchaser upon sale, being effected from which date all benefits, risks and liability shall pass to the Purchaser.

Dated at Alberton this the 30th day of January 1996.

B. L. du Plessis, for Bernard L. du Plessis, 100 Marwik Centre, 17 Fore Street, New Redruth, Alberton, 1450. (Ref. Mr Du Plessis/DE/18888.)

Case No. 17291/95

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

In the matter between: **FIRST NATIONAL BANK OF S.A. LIMITED,** Plaintiff, and
PHATSA ABSOLOM MATHEBULA, Defendant

On the **26th day of February 1996 at 10:00** a public auction will be held at 3rd Floor, United Building, 177 President Street, Germiston, at which the Deputy of the Magistrate's Court will, pursuant to the Judgment of the Court in this action and Warrant of Execution issued in terms thereof and attachment in execution made thereunder sell:

Certain Portion 154 (a portion of Portion 4) of Lot 132, Klippoortje Agricultural Lots Township, also known as 24 Unicorn Street, Klippoortje, Germiston; measuring 1 125 (one thousand one hundred and twenty five) square metres.

Improvements: (These improvements are not warranted to be correct and are not guaranteed): A single storey residence consisting of one lounge, one diningroom, three bedrooms, one kitchen, two bathrooms, two toilets, one garage and a tiled roof.

The material conditions of sale are:

1. The sale shall, in all respect, be governed by the Magistrates' Courts Act, 1944, and the Rules made thereunder or any amendment thereof substitution therefore and, subject thereto, the property shall be sold "voetstoots" to the highest bidder.

2. The price shall bear interest at the current rate from time to time of the Mortgage Bond over the property held by the Plaintiff which was 18,25% per annum at the time of the preparation of these conditions from date of sale to date of payment.

3. The Purchaser shall be obliged to pay a deposit of 10 per centum of the price or one thousand rand (whichever is the greater) together with 4% Sheriff's commission and 14% VAT immediately after the sale and the balance of the price and interest shall, within fourteen days of date of sale, be paid or be secured by unconditional or approved bank and/or building society guarantee/s payable to the Sheriff of the Magistrate's Court and/or such person/s as he requires on transfer of the property to the Purchaser.

4. The Purchaser shall be liable for and shall pay to the Plaintiff's Conveyancers on request, the fees of the Sheriff of the Magistrate's Court for acting as 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 Leasehold and other charges which are payable to the local or any other authority prior to passing of transfer of the property to the Purchaser.

5. Possession and occupation of the property shall, subject to the rights of any existing tenant/s pass to the Purchaser upon sale, being effected from which date all benefits, risks and liability shall pass to the Purchaser.

Dated at Germiston this the 25th day of January 1996.

B. L. du Plessis, for Bernard L. du Plessis, 100 Marwik Centre, 17 Fore Street, New Redruth, Alberton, 1450. (Ref. Mr Du Plessis/DE/19082.)

Case No. 95/22711

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA BANK LIMITED,** Plaintiff, and **LIPPIATT: JOHN N.O.,** First Defendant, and **LIPPIATT: NORVAL JOHN,** Second Defendant

A sale without reserve will be held at the Office of the Sheriff of the Supreme Court, Johannesburg North, 131 Marshall Street, Johannesburg, on **Thursday 7 March 1996 at 10:00,** of the undermentioned property, on conditions which may be inspected at the Offices of the Sheriff, prior to the sale:

Portion 166 of Lot 711 Craighall Park Township, Registration Division IQ Transvaal, measuring 991 square metres, held by The Trustees for the time being of The B J Trust under Deed of Transfer T2744/1994, situated at 12 Hillcrest Avenue, Craighall Park, Johannesburg.

Improvements described hereunder are not guaranteed. The property consists of an entrance hall, lounge, dining room, 3 bedrooms, bathroom/w.c., shower/w.c., kitchen, scullery/pantry, garage and staff room/w.c./shower.

Terms: 10% deposit on sale, balance by acceptable guarantee or cash within 14 days of sale. Sheriff's commission payable by the purchaser on date of sale.

Dated at Johannesburg on 29 January 1996.

K. J. Braatvedt, for Smith Jacobs & Braatvedt, Plaintiff's Attorneys, 1st Floor, Cradock Heights, 21 Cradock Avenue, Rosebank, Johannesburg. (Tel. 883-2740.)

Case No. 95/19361
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IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **SAAMBOU BANK LIMITED,** Plaintiff, and **HIGGS: CHRISTOPHER GUY,** Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above action, a sale as a unit without a reserve price will be held at the office of the Sheriff, Randburg, 9 Elna Randhof, corner of Blairgowrie Drive and Selkirk Avenue, Blairgowrie, on **27 February 1996, at 10:00** of the undermentioned property of the Defendant on the Conditions to be read by the Auctioneer at the time of the sale, which Conditions will lie for inspection prior to the sale at the offices of the Sheriff, Randburg, 9 Elna Randhof, corner of Blairgowrie Drive and Selkirk Avenue, Blairgowrie:

The following information is furnished regarding the improvements, though in this respect nothing is guaranteed: Studio-type flat consisting of lounge/diningroom/bedroom, kitchen and bathroom.

Being Section 31 Baccarat Lodge, Bryanston Extension 3; situated at Flat 31 Baccarat Lodge, Cedar Street, Bryanston Extension 3; measuring 31 square metres; Registration Division: Randburg Town Council Transvaal, held by the Defendant under Title Deed No. ST26027/94.

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

Auctioneer's charges, payable on the day of the sale, to be calculated as follows: 5% (five per cent) on the proceeds of the sale up to a price of R20 000,00 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000,00 (six thousand rand). Minimum charge R200,00 (two hundred rand).

Dated at Randburg this 15th day of January 1996.

Bezuidenhout Van Zyl Inc., 3rd Floor, Surrey Place, 295 Surrey Avenue, Randburg. (Tel. 789-3050.) (Ref. Mr Fourie/sc.); C/o Van der Westhuizen Crouse & Venter, 9th Floor, North State Building, corner of Market and Kruis Streets, Johannesburg.

Case No. 94/25071
PH 456

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **FIRST NATIONAL BANK OF SOUTHERN AFRICA LIMITED,** Plaintiff, and **NETSIANDA, GLEN,** First Defendant, and **SEROTO, PAULINA,** 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 office of the Sheriff, at 131 Marshall Street, Johannesburg, on the **7th of March 1996 at 10:00** of the undermentioned property of the Defendant on the Conditions to be read out by the Auctioneer at the offices of the Sheriff, 131 Marshall Street, Johannesburg, prior to the sale:

Erf 2693, in the Township of Protea Glen Ext 2; measuring 280 square metres held under Deed of Transfer No. TE 19949/1994 known as 870B Zone 5, Meadowlands.

The following information is furnished with regard to the improvements, although in this respect nothing is guaranteed. The dwelling consists of kitchen, lounge, 2 bedrooms, 1 bathroom, tiled roof.

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 date 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) 3 (three percent) up to a maximum of R6 000,00 (six thousand rand), minimum charges R200,00 (two hundred rand).

Signed at Johannesburg on the 16th day of January 1996.

Kassel Sklaar Cohen & Co., Plaintiff's Attorneys, 58 Oxford Road, Rosebank, Johannesburg. (Tel. 646-2115.) (Ref. M. S. Pienaar/E6052.)

Case No. 19558/92
PH 2

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **NBS BANK LIMITED,** Plaintiff, and **FUTURECON INVESTMENTS CC,** First Defendant, **PETER VAN DER KLOOSTER,** Second Defendant, and **WILLIAM GEORGE HUNTER,** Third Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above action, a sale as a unit without a reserve price will be held at the office of the Sheriff, Sandton, Ground Floor, Fluor House, 100 Grayston Drive, Sandown, on **1 March 1996, at 10:00** of the undermentioned property of the First 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, Sandton, Ground Floor, Fluor House, 100 Grayston Drive, Sandown:

Being Erf 5020, Bryanston Extension 39, situated at 45 Royce Street, Bryanston Extension 39, measuring 1 000 square metres, Registration Division I.R., Transvaal, held by the First Defendant under Title Deed No. T58300/91.

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

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

Auctioneer's charges, payable on the day of the sale, to be calculated as follows: 5% (five per cent) on the proceeds of the sale up to a price of R20 000,00 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000,00 (six thousand rand), minimum charge R200,00 (two hundred rand).

Dated at Randburg this 30th day of January 1996.

Bezuidenhout Van Zyl Inc., 3rd Floor, Surrey Place, 295 Surrey Avenue, Randburg, c/o Van der Westhuizen Crouse & Venter, 9th Floor, North State Building, corner of Market and Kruis Streets, Johannesburg. (Tel. 789-3050.) (Ref. Mr Fourie/sc.)

Case No. 95/21802

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA BANK LIMITED,** Plaintiff, and **RABINOWITZ: SOLOMON,** First Defedant, **RABINOWITZ: RUTH,** Second Defendant

A sale without reserve will be held at the Sheriff's Office, 131 Marshall Street, Johannesburg, on Thursday **7 March 1996 at 10:00,** of the undermentioned property, on conditions which may be inspected at the Offices of the Sheriff, prior to the sale:

Erf 1173, Orange Grove Township, Registration Division I.R., Transvaal, measuring 495 square metres, held by the First Defendant under Deed of Transfer Number T7553/1992, situated at 75-12th Street, Orange Grove, and consisting of an entrance hall, lounge, dining room, 3 bedrooms, 2 bathrooms, kitchen, scullery, 2 carports and servants quarters/w.c. Improvements described are not guaranteed.

*Terms:*10% deposit on sale, balance by acceptable guarantee or cash within 14 days of sale. Sheriff's commission payable by the purchaser on date of sale.

Dated at Johannesburg on 30 January 1996.

K. J. Braatvedt, for Smith Jacobs & Braatvedt, Plaintiff's Attorneys, 1st Floor, Cradock Heights, 21 Cradock Avenue, Rosebank, Johannesburg. (Tel. 883-2740.)

Case No. 94/10469
PH 128

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA BANK LIMITED** (UNITED BANK DIVISION), Plaintiff, and **SEDIBANE, SESSING VICTOR,** I/D 601017 5568 081, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the aforementioned suit, a sale without reserve will be held at the offices of the Sheriff, Supreme Court, Sandton, Ground Floor, Momentum/Fluor House, 100 Grayston Drive, Sandton, on Friday **1 March 1996 at 10:00,** of the undermentioned property of the Defendant, on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection at the offices of the Sheriff, Supreme Court, Sandton, Ground Floor, Momentum/Fluor House, 100 Grayston Drive, Sandton, prior to the sale:

Erf 344, Magaliessig Extension 29, Registration Division I.Q., Gauteng, measuring 2 300 square metres, being 14 Rooivalk Street, Magaliessig Extension 29.

The following improvements are reported to be on the property, but nothing is guaranteed: Dwelling house consisting of e/hall, lounge, dining room, 3 bedrooms, 2 bathrooms, kitchen.

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

Auctioneer's charges, payable on the day of the sale, to be calculated as follows: 5% on the proceeds of the sale up to a price of R20000.00, and thereafter 3% up to a maximum fee of R6000.00, minimum charges R200.00.

Signed at Johannesburg on 16 January 1996.

Bowman Gilfillan Godfrey Inc., Plaintiff's Attorneys, 2nd Floor, Ten Sixty Six Building, 35 Pritchard Street, Johannesburg; P.O. Box 785812, Sandton, 2146. (Tel.881-9800.) (Ref. Ms Jewell/S1650.)

Case No. 21008/92

SUPREME COURT

(Transvaal Provincial Division)

In the matter between **The South African Breweries Limited,** Plaintiff, and **Phineas Mahlangu,** Defendant

In execution of a Judgment of the Supreme Court of South Africa, (Transvaal Provincial Division), in the abovementioned suite, the following property with a reserve will be sold in execution to the highest bidder, to be held on **28th February 1996, at 11:00** at the Sheriff's Office, 13 Pennsylvania Road, Evander:

Erf 2135, Embalenhle Township, Registration Division I.S. Transvaal, measuring, 350 square metres, held by the Defendant under Deed of Transfer No. T57583/90, Stand 2135, Swane Street, Embalenhle Township.

The following information is furnished, though in this respect nothing is guaranteed: 1 large brick building which is divided into four rooms with an area space of ±550 square metres. The building is enclosed by a brick wall.

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 Highveld Ridge.

D. J. Fourie, for MacRobert De Villiers Lunnon & Tindall Inc., 23rd Floor, SAAU Building, corner of Schoeman and Andries Streets, Pretoria. (Tel. 339-8311.) (Ref. M233490/ss.)

Saak No. 1660/93

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN LICHTENBURG GEHOU TE LICHTENBURG

In die saak tussen **ABSABANK BEPERK** H/A BANKFIN, Eiser, en
TERBLANCHE, MNR. ANTONIE CHRISTOFFEL, Verweerder

Ingevolge 'n Lasbrief vir Eksekusie gedateer 17 Februarie 1995 sal die volgende eiendom te die plaas Doornkuil, Ottosdal per publieke veiling verkoop word op **8 Maart 1996 om 10:00** by die plaas Doornkuil, Ottosdal:

Gedeelte 20 van Plaas 354 (Doornkuil), Registrasieafdeling I.O., Transvaal, groot 77,0879 (sewe-en-sewentig komma nul agt sewe nege) hektaar, gehou kragrens Akte van Transport T26930/1980.

Die Verkoopsvoorwaardes 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 24ste dag van Januarie 1996.

Bosman & Bosman, Prokurkeurs vir Eiser, Melvillestraat 45, Posbus 1, Lichtenburg, 2740. (Verw. Mnr. Nortje/A24/mb.)

Case No. 21944/1995

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **NEDCOR BANK LIMITED,** Plaintiff, and **ISABELLA ELIZABETH GOLDEN,** Defendant

A sale by public auction without a reserve price will be held by the sheriff: Pretoria Central, at N.G. Sinodale Centre, 234 Visagie Street, Pretoria, on **27 February 1996 at 10:00,** of the following property:

A unit consisting of:

(a) section no. 94, as shown and more fully described on Sectional Plan No. SS93/95, in the scheme known as Inni-Vlei, in respect of the land and building or buildings situated at Kilner Park Township, Central Pretoria Metropolitan Substructure, of which section the floor area according to the said sectional plan is 66 square metres in extent; and

(b) an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan, held under Deed of Transfer No. ST58473/1995.

Street address: Flat No. 94, corner of Cane and Wilkinson Streets, Vlei-Loerie, Kilnerpark, Pretoria.

Improvements on the property: 2 bedrooms, 1 kitchen, 1 bathroom/toilet, 1 lounge, dwelling flat.

The nature, extent and improvements are not gauranteed.

Inspect the conditions of sale at the Sheriff's offices at Mescor House, 30 Margaretha Street, Pretoria.

Rooth & Wessels, Plaintiff's Attorneys, 38 Church Square, Pretoria. [Tel. (012) 325-2940.] (Ref. Mr N. K. Petzer/EF.)

Case No. 4539/1995

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **NEDCOR BANK LIMITED,** Plaintiff, and **ANNA HELENA CLAASSEN,** Defendant

A sale by public auction without a reserve price will be held by the sheriff: Pretoria South, at Fehrs Lane Centre, 130B Struben Street, Pretoria on **28 February 1996 at 10:00,** of the following property:

A unit consisting of:

(a) section no. 2, as shown and more fully described on Sectional Plan No. SS253/1994, in the scheme known as Wierda 2450, in respect of the land and building or buildings situated at Erf 2450, Wierda Park Extension 2 Township, Southern Pretoria Metropolitan Substructure, of which section the floor area according to the said sectional plan is 132 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. ST31433/1994.

Street address: Unit 2, 18 Memel Street, Wierda Park, Extension 2, Centurion.

Improvements on the property: 3 bedrooms, 1 kitchen, 1 garage, 1 pantry, 1 bathroom/toilet, 1 lounge/dining room, 1 seperate toilet/shower, duet residential house.

The nature, extent and improvements are not gauranteed.

Inspect the conditions of sale at the Sheriff's offices at Edenpark, Plot 83, corner of Gerhard Street and West Avenue, Lyttelton Agricultural Holdings, Centurion.

Rooth & Wessels, Plaintiff's Attorneys, 38 Church Square, Pretoria. [Tel. (012) 325-2940.] (Ref. Mr N. K. Petzer/EF.)

Case No. 21950/1995

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **NEDCOR BANK LIMITED,** Plaintiff, and **MOHANAKRISHNA SHUNMUGAM NAIDOO,** Defendant

A sale by public auction without a reserve price will be held by the sheriff: Pretoria Central, at N.G. Sinodale Centre, 234 Visagie Street, Pretoria, on **27 February 1996 at 10:00,** of the following property:

A unit consisting of:

(a) section no. 6, as shown and more fully described on Sectional Plan No. SS33/1981, in the scheme known as Hollard Place, in respect of the land and building or buildings situated at Erf 3029, Pretoria Township, Central Pretoria Metropolitan Substructure, of which section the floor area according to the said sectional plan is 37 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. ST60603/1995.

Street address: Flat No. 107, Hollard Place, 323 Jacob Maree Street, Sunnyside, Pretoria.

Improvements on the property: 1 bedroom, 1 kitchen, 1 bathroom/toilet, dwelling flat.

The nature, extent and improvements are not gauranteed.

Inspect the conditions of sale at the Sheriff's offices at Mescor House, 30 Margaretha Street, Pretoria.

Rooth & Wessels, Plaintiff's Attorneys, 38 Church Square, Pretoria. [Tel. (012) 325-2940.] (Ref. Mr N. K. Petzer/EF.)

Case No. 21816/1995

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **NEDCOR BANK LIMITED,** Plaintiff, and **DIRK FRENSCH STEYN,** Defendant

A sale by public auction without a reserve price will be held by the sheriff: Pretoria East, at Fehrs Lane Centre, 130B Struben Street, Pretoria, on **28 February 1996 at 10:00,** of the following property:

A unit consisting of:

1.1 (a) section no. 168, as shown and more fully described on Sectional Plan No. SS820/1993, in the scheme known as Botanica, in respect of the land and building or buildings situated at Portion 2 (a portion of Portion 1) of Erf 169 Weavind Park Township, Pretoria Metropolitan Substructure, of which section the floor area according to the said sectional plan is 64 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. ST22319/1994.

1.2 An exclusive use area described as Parking area M35, measuring 18 square metres, being as such part of the common property, comprising the land and the scheme known as Botanica in respect of the land and building or buildings situated at Portion 2 (a portion of Portion 1) of Erf 169, Weavind Park Township, as shown and more fully described on Sectional Plan No. SS624/1993 held under Notarial Deed of Cession No. SK 1665/1994S.

Street address: Flat 168, Botanica, 122 Pitts Avenue, Weavind Park, Pretoria.

Improvements on the property: 1 lounge, 1 bathroom/toilet, 1 carport, 2 bedrooms, 1 kitchen, duplex dwelling flat.

The nature, extent and improvements are not gauranteed.

Inspect the conditions of sale at the Sheriff's offices at Fehrs Lane Centre, 130B Struben Street, Pretoria.

Rooth & Wessels, Plaintiff's Attorneys, 38 Church Square, Pretoria. [Tel. (012) 325-2940.] (Ref. Mr N. K. Petzer/EF.)

Case No. 8061/1995

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **NEDCOR BANK LIMITED,** Plaintiff, and **GARTH BECK,** First Defendant, **MAGDALENA BECK,** Second Defendant

A sale by public auction without a reserve price will be held by the sheriff: Pretoria South, at Fehrs Lane Centre, 130 Struben Street, Pretoria, on **28 February 1996 at 10:00,** of the following property:

Erf 1666, The Reeds Extension 5 Township, Registration Division J.R., Transvaal, measuring 1 000 square metres, held by the Defendants under Deed of Transfer No. T42741/1993.

Street address: 9 William Street, The Reeds, Extension 5, Pretoria.

Improvements on the property: 3 bedrooms, 1 kitchen, 1 dining room, 1 bathroom/toilet, 1 lounge, single storey dwelling house.

The nature, extent and improvements are not gauranteed.

Inspect the conditions of sale at the Sheriff's offices at Edenpark, Plot 83, corner of Gerhard Street and West Avenue, Lyttelton Agricultural Holdings, Centurion.

Rooth & Wessels, Plaintiff's Attorneys, 38 Church Square, Pretoria. [Tel. (012) 325-2940.] (Ref. Mr N. K. Petzer/ef.)

Case No. 14032/1994

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **NEDCOR BANK LIMITED,** Plaintiff, and **SENKIE JOHANNES LETWABA,** First Defendant, **QUEEN LETWABA,** Second Defendant

A sale by public auction without a reserve price will be held by the sheriff: Wonderboom, at Portion 83, De Onderstepoort, (just north of Sasko Mills) old Warmbaths Road, Bon Accord, on **1 March 1996 at 11:00,** of the following property:

Erf 22129, Mamelodi Extension 4 Township, Registration Division J.R., Transvaal, measuring 263 square metres, held by the Defendants under Deed of Transfer No. TL60481/1992.

Street address: Stand 22129, Mamelodi, Extension 4, Pretoria.

Improvements on the property: 3 bedrooms, 1 kitchen, 1 ½ bathroom/toilet, 1 lounge, single storey dwelling house.

The nature, extent and improvements are not gauranteed.

Inspect the conditions of sale at the Sheriff's offices at Portion 83, De Onderstepoort, (just north of Sasko Mills) old Warmbaths Road, Bon Accord.

Rooth & Wessels, Plaintiff's Attorneys, 38 Church Square, Pretoria. [Tel. (012) 325-2940.] (Ref. Mr N. K. Petzer/ef.)

Saak No. 5930/1995

IN DIE LANDDROSHOF VIR DIE DISTRIK BENONI GEHOU TE BENONI

In die saak tussen **SAAMBOU BANK BEPERK,** Eksekusieskuldeiser, en **AGRIPPA MGODUSENI NDIMA,** 1ste Eksekusieskuldenaar, **STOMPIE FRANCINA NDIMA,** 2de Eksekusieskuldenaar

Ingevolge 'n vonnis toegestaan in bogemelde Hof op 4 Oktober 1995 en 'n lasbrief vir eksekusie gedateer 5 Oktober 1995 sal die volgende onroerende eiendom voetstoots verkoop word deur die Balju van die Landdroshof by die Landdroshof te Harpurlaan, Benoni, op **Woensdag, 13 Maart 1996 om 11:00:**

Die reg, titel en belang in Huurpag van Erf 3200, Wattville Dorpsgebied, Registrasie Afdeling I.R., die Provinsie Gauteng, groot 240 (tweehonderd en veertig) vierkante meter, gehou kragtens Sertifikaat van Geregistreerde Huurpag Nr. TL.18195/1990 geleë te Erf 3200, Wattville.

Die eiendom bestaan uit die volgende alhoewel geen waarborg gegee word nie: 'n Enkel verdieping woonhuis bestaande uit sitkamer, 2 slaapkamers, badkamer, 1 aparte toilet en kombuis.

Vernaamste voorwaardes van verkoping:

1. Die voorwaardes van verkoping sal ter insae lê by die kantoor van die Balju van die Landdroshof, Liverpool Park 12, Liverpool Straat, Benoni Suid.

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

3. Koopprys is soos volg betaalbaar:

3.1 Deposito van 10% van die koopprys is betaalbaar onmiddellik na die verkoping.

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

Gedateer te Benoni op hierdie 29 Januarie 1996.

C. de Heus, vir Du Plessis De Heus & Van Wyk, Prokureur vir Eksekusieskuldeiser, Woburnlaan 72, Benoni. [Tel. (011) 422-2435.] (Verw. mnr. De Heus/HON/AB303.)

Saak No. 5928/1995

IN DIE LANDDROSHOF VIR DIE DISTRIK BENONI GEHOU TE BENONI

In die saak tussen **SAAMBOU BANK BEPERK,** Eksekusieskuldeiser, en **LESIBA JOHANNES MONGATANE,** Eksekusieskuldenaar

Ingevolge 'n vonnis toegestaan in bogemelde Hof op 19 September 1995 en 'n lasbrief vir eksekusie gedateer 19 September 1995 sal die volgende onroerende eiendom voetstoots verkoop word deur die Balju van die Landdroshof by die Landdroshof te Harpurlaan, Benoni, op **Woensdag, 13 Maart 1996 om 11:00:**

Die reg, titel en belang in Huurpag van Erf 30546, Daveyton Uitbreiding 6 Dorpsgebied, Registrasie Afdeling I.R., die Provinsie Gauteng, groot 230 (tweehonderd en dertig) vierkante meter, gehou kragtens Sertifikaat van Geregistreerde Huurpag Nr. TL.24679/1994, geleë te Erf 30546, Daveyton Uitbreiding 6.

Die eiendom bestaan uit die volgende alhoewel geen waarborg gegee word nie: 'n Enkel verdieping woonhuis bestaande uit sitkamer, 2 slaapkamers, badkamer en kombuis.

Vernaamste voorwaardes van verkoping:

1. Die voorwaardes van verkoping sal ter insae lê by die kantoor van die Balju van die Landdroshof, Liverpool Park 12, Liverpool Straat, Benoni Suid.

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

3. Koopprys is soos volg betaalbaar:

3.1 Deposito van 10% van die koopprys is betaalbaar onmiddellik na die verkoping.

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

Gedateer te Benoni op hierdie 29 Januarie 1996.

C. de Heus, vir Du Plessis De Heus & Van Wyk, Prokureur vir Eksekusieskuldeiser, Woburnlaan 72, Benoni. [Tel. (011) 422-2435.] (Verw. mnr. De Heus/HON/AB302.)

Saak No. 878/1994

IN DIE LANDDROSHOF VIR DIE DISTRIK BRAKPAN GEHOU TE BRAKPAN

In die saak tussen **SAAMBOU BANK BEPERK,** Eksekusieskuldeiser, en **WILHELMINA MARIA VAN DYK,** Eksekusieskuldenaar

Ingevolge 'n vonnis toegestaan in bogemelde Hof op 7 Maart 1994 en 'n lasbrief vir eksekusie gedateer 22 Maart 1994 sal die volgende onroerende eiendom voetstoots verkoop word deur die Balju by die kantoor van die Balju te Prince Georgelaan 439, Brakpan, op **Vrydag, 1 Maart 1996 om 11:00:**

Erf 64, Minnebron Dorpsgebied, Registrasie Afdeling I.R., die Provinsie Gauteng, groot 1 067 (eenduisend sewe-en-sestig) vierkante meter, gehou kragtens Akte van Transport Nr. T.35084/1990, geleë te Des Fountain Singel 22, Minnebron, Brakpan.

Die eiendom bestaan uit die volgende alhoewel geen waarborg gegee word nie:

'n Enkel verdieping woonhuis omskep in 'n kleuterskool bestaande uit 2 klaskamers, 2 speelkamers, 2 slaapkamers, 2 badkamers, 8 handwasbakke, kombuis, spens, 4 stoorkamers, 1 bediendekamer, 1 buite toilet.

Vernaamste voorwaardes van verkoping:

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

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

3. Koopprys is soos volg betaalbaar:

3.1 Deposito van 10% van die koopprys is betaalbaar onmiddellik na die verkoping.

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

Gedateer te Benoni op 31 Januarie 1996.

C. de Heus, vir Du Plessis, De Heus & Van Wyk, Prokureurs vir Eksekusieskuldeiser, Marilestgebou, Woburnlaan 72, Benoni. [Tel. (011) 422-2435.] (Verw. mnr. De Heus/HON/AB265.)

Case No. 22516/94

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

In the matter between **PARKHOLM REGSPERSOON,** Plaintiff, and **MRS M C S KRAFFT,** Defendant

In execution of a judgment of the Magistrate's Court Pretoria, in the abovementioned suit, the following property with a reserve will be sold in execution to the highest bidder, to be held on **27th February 1996, at 10:00** at the NG Sinodal Centre, 234 Visagie Street, Pretoria:

Unit 8 as shown and more fully described on Section Plan No. SS70/81 in the scheme known as Parkholm, in respect of land and building or buildings situated in the area of the local authority of the Town Council of Pretoria, measuring 40 (forty) square metres, held by virtue of Certificate of Registered Sectional Title No. ST 12732/1992, situated at Flat 108, Parkholm, 363 Skinner Street, Pretoria.

The following information is furnished, though in this respect nothing is guaranteed: Bachelor flat with kitchen, bathroom and toilet. Undercover parking.

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, Pretoria Central.

A. Holtzhausen, for MacRobert De Villiers Lunnon & Tindall Inc., 23rd Floor, SAAU Building, corner of Schoeman & Andries Streets, Pretoria. (Tel. 339-8311.) (Ref. L406906/ldw.)

Case No. 7232/92
PH 219

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

In the matter between **ABSA BANK LIMITED** (UNITED BANK DIVISION), formerly known as UNITED BANK LIMITED, Judgment Creditor, and **KRIBA KEITH BALOYI,** Judgment Debtor

In pursuance of judgment granted on the 19th of May 1992, in the Johannesburg Magistrate's Court and under a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on the **1st of March 1996 at 11:00** at Portion 83, De Onderstepoort (just north of Sasko Mills, old Warmbaths Road, Bon Accord) to the highest bidder:

Description: Erf 9018, situated in Mamelodi Extension 2, Registration Division J.R., in extent four hundred and fifty (450 square metres) square metres, street address 141 Section A, Mamelodi West.

Improvements: The following information is given but not guaranteed: Three bedrooms, two bathrooms, lounge, dining-room, kitchen, carpets and novilon, tile roof, no garage, wire fence.

Held by the Defendant in his name under Deed of Transfer No. TL14802/94.

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.

2. The purchaser shall pay the purchase price in cash or by bank-guaranteed cheque on the day of the sale. In the event of the purchaser having to obtain finance from a financial institution, the purchaser shall, on the day of the sale, produce written confirmation from the said financial institution to the effect that the purchaser qualifies for a loan. The amount of the loan shall not be less than the purchase price.

3. The purchaser shall be liable for payment of interest to the Execution Creditor and to the bondholder, if any, from date of sale to date of registration of transfer as set out in the conditions of sale.

4. Transfer shall be effected by the attorneys appointed by the Execution Creditor and the purchaser shall pay all transfer costs, current rates and 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, Portion 83, De Onderstepoort (just north of Sasko Mills, old Warmbaths Road, Bon Accord).

Dated at Johannesburg this 2nd day of January 1996.

Routledges, Plaintiff's Attorneys, 1st Floor, Collosseum Building, 41 Kruis Street, Johannesburg; Postal Address: P.O. Box 2130, Pretoria, 0001. [Tel. (012) 320-6868.]

Saak No. 4718/95

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN PRETORIA GEHOU TE PRETORIA

In die saak tussen **DIE REGSPERSOON VAN MATRIA MANSIONS,** Eksekusieskuldeiser, en **M C JANSE VAN RENSBURG,** Eksekusieskuldenaar

Geliewe kennis te neem dat in navolging van 'n vonnis in bogemelde aksie toegestaan op 1 Junie 1995 sal die ondergemelde onroerende eiendom, geregistreer in die naam van die Eksekusieskuldenaar, onderhewig aan die bepalings van artikel 66 (2) van die Landdroshowewet, Wet No. 32 van 1944, soos gewysig, en aan die ander verkoopsvoorwaardes, aan die hoogste bieër, deur die Balju, Pretoria-Sentraal, in eksekusie verkoop word op **Dinsdag, die 27ste dag van Februarie 1996 om 10:00** te die NG Kerk Sinodale Sentrum, Visagiestraat 234, Pretoria, naamlik:

Eenheid 12 soos getoon en vollediger beskryf op Deelplan SS23/1989 in die gebou of geboue wat bekend staan as Matria Mansions, grootte 66 vierkante meter, en 'n onverdeelde aandeel in die gemeenskaplike eiendom in die grond en gebou of geboue, soos getoon en vollediger beskryf in die hiervoorgemelde deelplan, aan genoemde deel toegedeel ooreenkomstig die deelnemingskwota soos op genoemde deelplan aangeteken, gehou kragtens Sertifikaat van Geregistreerde Deeltitel ST88468/1992.

Ten tye van die voorbereiding van hierdie kennisgewing, het die volgende verbeterings op die eiendom bestaan maar niks word in hierdie verband gewaarborg nie: 'n Een slaapkamerwoonstel met sitkamer/eetkamer, kombuis en badkamer.

Die eiendom is vir algemene woondoeleindes gesoneer kragtens die Stadsbeplanningsskema van Pretoria.

Die verkoopsvoorwaardes lê ter insae te die kantore van die Balju, Pretoria-Sentraal, Messcor Huis, Margarethastraat 30, Pretoria, waar dit gedurende normale kantoorure ingesien kan word.

Geteken te Pretoria op hierdie 29ste dag van Januarie 1996.

E. van der Westhuizen, Eksekusieskuldeiser se Prokureur, Pretoria Parkadegebou 710, Schoemanstraat 266, Posbus 7907, Pretoria. (Tel. 320-0505 en 320-0704.)

Saak No. 62685/94

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN PRETORIA GEHOU TE PRETORIA

In die saak tussen **DIE REGSPERSOON VAN VALDICE,** Eksekusieskuldeiser, en **WILLIAM MELLO,** Eksekusieskuldenaar

Geliewe kennis te neem dat in navolging van 'n vonnis in bogemelde aksie toegestaan op 10 Januarie 1995, sal die ondergemelde onroerende eiendom, geregistreer in die naam van die Eksekusieskuldenaar, onderhewig aan die bepalings van artikel 66 (2) van die Landdroshowewet, Wet No. 32 van 1944, soos gewysig, en aan die ander verkoopsvoorwaardes, aan die hoogste bieër, deur die Balju, Pretoria-Sentraal, in eksekusie verkoop word op **Dinsdag, die 27ste dag van Februarie 1996 om 10:00** te die NG Kerk Sinodale Sentrum, Visagiestraat 234, Pretoria, naamlik:

Eenheid 5 soos getoon en vollediger beskryf op Deelplan SS192/1988 in die gebou of geboue wat bekend staan as Valdice, grootte 83 vierkante meter, en 'n onverdeelde aandeel in die gemeenskaplike eiendom in die grond en gebou of geboue, soos getoon en vollediger beskryf in die hiervoorgemelde deelplan, aan genoemde deel toegedeel ooreenkomtig die deelnemingskwota soos op genoemde deelplan aangeteken, gehou kragtens Sertifikaat van Geregistreerde Deeltitel ST57459/1994.

Ten tye van die voorbereiding van hierdie kennisgewing, het die volgende verbeterings op die eiendom bestaan maar niks word in hierdie verband gewaarborg nie: 'n Twee slaapkamerwoonstel met sitkamer/eetkamer, kombuis en badkamer.

Die eiendom is vir algemene woondoeleindes gesoneer kragtens die Stadsbeplanningskema van Pretoria.

Die verkoopsvoorwaardes lê ter insae te die kantore van die Balju, Pretoria-Sentraal, Messcor Huis, Margarethastraat 30, Pretoria, waar dit gedurende normale kantoorure ingesien kan word.

Geteken te Pretoria op hierdie 29ste dag van Januarie 1996.

E. van der Westhuizen, Eksekusieskuldeiser se Prokureur, Pretoria Parkadegebou 710, Schoemanstraat 266; Posbus 7907, Pretoria. (Tel. 320-0505 en 320-0704.)

Saak No. 24967/95

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN PRETORIA GEHOU TE PRETORIA

In die saak tussen **DIE REGSPERSOON VAN UNIVILLE,** Eksekusieskuldeiser, en **PETER MILLER,** Eksekusieskuldenaar

Geliewe kennis te neem dat in navolging van 'n vonnis in bogemelde aksie toegestaan op 25 Mei 1995 sal die ondergemelde onroerende eiendom, geregistreer in die naam van die Eksekusieskuldenaar, onderhewig aan die bepalings van artikel 66 (2) van die Landdroshowewet, Wet No. 32 van 1944, soos gewysig, en aan die ander verkoopsvoorwaardes, aan die hoogste bieër, deur die Balju, Pretoria-Sentraal, in eksekusie verkoop word op **Dinsdag, die 27ste dag van Februarie 1996 om 10:00** te die NG Kerk Sinodale Sentrum, Visagiestraat 234, Pretoria, naamlik:

Eenheid 36 soos getoon en vollediger beskryf op Deelplan SS81/1980 in die gebou of geboue wat bekend staan as Univille, grootte 99 vierkante meter, en 'n onverdeelde aandeel in die gemeenskaplike eiendom in die grond en gebou of geboue, soos getoon en vollediger beskryf in die hiervoorgemelde deelplan, aan genoemde deel toegedeel ooreenkomstig die deelnemingskwota soos op genoemde deelplan aangeteken, gehou kragtens Sertifikaat van Geregistreerde Deeltitel ST4447/1994.

Ten tye van die voorbereiding van hierdie kennisgewing, het die volgende verbeterings op die eiendom bestaan maar niks word in hierdie verband gewaarborg nie: 'n Twee slaapkamer woonstel met sitkamer/eetkamer, kombuis en badkamer.

Die eiendom is vir algemene woondoeleindes gesoneer kragtens die Stadsbeplanningskema van Pretoria.

Die verkoopsvoorwaardes lê ter insae te die kantore van die Balju, Pretoria-Sentraal, Messcor Huis, Margarethastraat 30, Pretoria, waar dit gedurende normale kantoorure ingesien kan word.

Geteken te Pretoria op hierdie 29ste dag van Januarie 1996.

E. van der Westhuizen, Eksekusieskuldeiser se Prokureur, Pretoria Parkadegebou 710, Schoemanstraat 266, Posbus 7907, Pretoria. (Tel. 320-0505 en 320-0704.)

Saak No. 48228/95

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN PRETORIA GEHOU TE PRETORIA

In die saak tussen **DIE REGSPERSOON VAN PANORAMA,** Eksekusieskuldeiser, en **L BOSHOFF,** Eerste Eksekusieskuldenaar, **M BOSHOFF,** Tweede Eksekusieskuldenaar

Geliewe kennis te neem dat in navolging van 'n vonnis in bogemelde aksie toegestaan op 12 September 1995 sal die ondergemelde onroerende eiendom, geregistreer in die naam van die Eksekusieskuldenaars, onderhewig aan die bepalings van artikel 66 (2) van die Landdroshowewet, Wet. No. 32 van 1944, soos gewysig, en aan die ander verkoopsvoorwaardes, aan die hoogste bieër, deur die Balju, Pretoria-Sentraal, in eksekusie verkoop word op **Dinsdag, die 27ste dag van Februarie 1996 om 10:00** te die NG Kerk Sinodale Sentrum, Visagiestraat 234, Pretoria, naamlik:

Eenheid 4 soos getoon en vollediger beskryf op Deelplan SS14/1987 in die gebou of geboue wat bekend staan as Panorama, grootte 94 vierkante meter, en 'n onverdeelde aandeel in die gemeenskaplike eiendom in die grond en gebou of geboue, soos getoon en vollediger beskryf in die hiervoormelde deelplan, aan genoemde deel toegedeel ooreenkomstig die deelnemingskwota soos op genoemde deelplan aangeteken, gehou kragtens Sertifikaat van Geregistreerde Deeltitel ST25912/1993.

Ten tye van die voorbereiding van hierdie kennisgewing, het die volgende verbeterings op die eiendom bestaan maar niks word in hierdie verband gewaarborg nie: 'n Twee slaapkamerwoonstel met sitkamer/eetkamer, kombuis en badkamer.

Die eiendom is vir algemene woondoeleindes gesoneer kragtens die Stadsbeplanningskema van Pretoria.

Die verkoopsvoorwaardes lê ter insae te die kantore van die Balju, Pretoria-Sentraal, Messcor Huis, Margarethastraat 30, Pretoria, waar dit gedurende normale kantoorure ingesien kan word.

Geteken te Pretoria op hierdie 29ste dag van Januarie 1996.

E. van der Westhuizen, Eksekusieskuldeiser se Prokureur, Pretoria Parkadegebou 710, Schoemanstraat 266; Posbus 7907, Pretoria. (Tel. 320-0505 en 320-0704.)

Saaknommer 10216/94

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN PIETERSBURG GEHOU TE PIETERSBURG

In die saak tussen **NATAL BOUVERENIGING BEPERK,** Eiser, en **MNR. J. C. KLOPPERS,** Verweerder

Ten uitvoering van 'n vonnis in die Landdroshof van Pietersburg, toegestaan op 5 April 1995 en 'n lasbrief vir eksekusie uitgereik ter uitvoering daarvan, sal die ondergemelde eiendom in eksekusie verkoop word op **Vrydag, 8 Maart 1996 om 10:00 vm,** te die Landdroskantoor, Pietersburg, naamlik:

Resterende Gedeelte van Erf 825 geleë in die dorpsgebied van Pietersburg, Registrasie Afdeling L.S., Transvaal, groot 1 427 vierkante meter, gehou kragtens Akte van Transport T88712/93 geleë te Pleinstraat 92a, Pietersburg.

Die volgende inligting word gelewer met betrekking tot verbeterings, alhoewel in hierdie respek niks gewaarborg word nie.

Die eiendom is 'n woonhuis bestaande uit 'n sitkamer, eetkamer, kombuis, 3 slaapkamers, 2 badkamers, 1 stort, 2 toilette, ingangsportaal, familiekamer, 2 motorhuise en 1 buite toilet.

Terme: Die koopprys sal betaal word by wyse van 10% (tien persent) daarvan op die dag van die verkoping en die onbetaalde balans tesame met rente daarop soos gestipuleer in die voorwaardes van verkoping, tot datum van registrasie van oordrag, sal betaal word of verseker word deur die lewering van 'n aanvaarbare bank of bouvereniging waarborg binne 14 (veertien) dae vanaf datum van verkoping. Die volle en volledige voorwaardes van verkoping wat onmiddellik voor die verkoop uitgelees sal word mag geïnspekteer word by die baljukantore, Bokstraat 56a, Pietersburg.

Geteken te Pietersburg op hierdie 23ste dag van Januarie 1996.

M. Botha, vir Botha Horak Ingelyf, Prokureur vir Eiser, Joubertstraat 27, Pietersburg, 0699. (Tel. 291-2147/8.) (Verw. mnr. Botha/sm/5904.)

Saaknommer 1297/95

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN WESTONARIA GEHOU TE WESTONARIA

In die saak tussen **STANDARD BANK,** Eiser, en **K. C. ERASMUS,** Verweerder

Ingevolge vonnis in die Landdroshof van Westonaria, distrik Westonaria en lasbrief vir Geregtelike Verkoping gedateer 4 Julie 1995, sal die ondervermelde eiendom op **23 Februarie 1996 om 10:00,** voor die Landdroshof Westonaria aan die hoogste bieder geregtelik verkoop word, naamlik:

Erf 3236, Westonaria Uitbreiding 6 Dorpsgebied, Registrasie Afdeling I.Q., Transvaal, groot 1 238 vierkante meter, gehou kragtens Transportakte No. T14643/1989.

Verbeterings: Woonhuis (baksteengebou met teëldak), 3 slaapkamers, 1 sitkamer, 1 eetkamer, 1 kombuis, 2 badkamers en 2 stoepe, met dubbel motorhuis.

Voorwaardes van verkoping:

1. Die eiendom sal verkoop word sonder reserwe en aan die hoogste bieder en die verkoping sal onderwerpe wees aan die reëls en regulasies van die Wet op Landdroshowe en die Titelakte insover dit toepaslik is.

2. Die koopprys sal betaalbaar wees teen 10% (tien per centum) daarvan tydens die verkoping, tensy anders ooreengekom tussen die Eiser en die Balju, en die onbetaalde balans tesame met rente op die volle bedrag van die Eiser se eis teen 24,25% per jaar tot datum van betaling, sal betaalbaar wees of verseker word deur 'n goedgekeurde bank- of bouverenigingwaarborg binne 14 (veertien) dae vanaf die datum van verkoping.

3. Volle besonderhede van die verkoopsvoorwaardes sal ter insae lê by die kantoor van die Balju te Westonaria en sal deur hom uitgelees word by die aanvang van die verkoping.

A. P. van Wyk, vir Truter Crous Wiggill & Vos, Truvosgebou, Briggsstraat 88, Westonaria. (Tel. 753-1188/9/0.) (Verw. APW/sa/Z01302/S23.)

Saak No. 5452/95

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN VEREENIGING GEHOU TE VEREENIGING

In die saak tussen **EERSTE NASIONALE BANK VAN SA BEPERK,** Eiser (Eksekusieskuldeiser), en **GEORGE MULLER IMMELMAN,** Verweerder/s (Eksekusieskuldenaar/s)

Ten uitvoerlegging van 'n vonnis hierin toegestaan en die daaropvolgende kennisgewing van beslaglegging gedateer die 29ste September 1995 sal die onderstaande eiendom verkoop word deur die Balju van die Landdroshof op die **7de dag van Maart 1996** by die kantore van die Balju, Lochstraat 51, Meyerton, **om 10:00:**

Beskrywing: Sekere verbeterde/residensiële eiendom geleë in die dorpsgebied Highbury, Registrasie Afdeling I.R. Transvaal, synde Gedeelte 5 van Erf 303 geleë in die dorpsgebied van Highbury, Registrasie Afdeling I.R. Transvaal, groot 9 422 (nege vier twee twee) vierkante meter.

Die straatadres van die eiendom is 303 Dinsdale Weg, Highbury Uit. 1, Henley on Klip, distrik Meyerton.

Eiendom bestaan uit 'n asbesdak, 3 slaapkamer woning met sitkamer, eetkamer, dubbel geriewe, TV-kamer, swembad, lapa, 3 motorhuise met 'n steen/ysteromheining.

Voorwaardes:

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

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

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

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

Gedateer te Vereeniging op hierdie 1ste dag van Februarie 1996.

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

Case No. 9925/94

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

In the matter between **ABSA BANK LTD** (ALLIED BANK DIVISION), Plaintiff, and **MILDRED SWANEPOEL,** Defendant

In pursuance of a Judgment in the Court for the Magistrate of Boksburg on the 14th October 1994 and a Warrant of Execution issued pursuant thereto the property listed hereunder will be sold in Execution and by public auction on **6th March 1996 at 10:00** at the property namely:

Certain Erf 373 Witfield Extension 7 Township situated at 7 Mozart Street, Witfield Extension 7, Boksburg measuring 900 (nine hundred) square metres.

The following improvements are reported to be on the property, but nothing is guaranteed: Building built of brick & plaster, tiled roof comprising entrance hall, lounge, diningroom, kitchen, three bedrooms, two bathrooms & w.c. Double garage, and a 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 Court and/or at the offices of Property Mart, 244 Louis Botha Avenue, Pogir Bastion Insurance House, 1st Floor, Orange Grove.

Dated at Boksburg on this 30th day of January 1996.

Hammond Pole & Dixon Inc., Attorney for Plaintiff, 10 Bloem Street, Boksburg. (Tel. 917-4631.) (Ref. A00340/Mrs Kok.)

Saak No. 2079/95

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN VEREENIGING GEHOU TE VEREENIGING

In die saak tussen **EERSTE NASIONALE BANK VAN SA BEPERK,** Eiser (Eksekusieskuldeiser), en **VICTOR EDWARD THERON,** Eerste Verweerder, **JACOBA HENDRIKA THERON,** Tweede Verweerder (Eksekusieskuldenaar/s)

Ten uitvoerlegging van 'n vonnis hierin toegestaan en die daaropvolgende kennisgewing van beslaglegging gedateer die 10de dag van Oktober 1995 sal die onderstaande eiendom verkoop word deur die Balju van die Landdroshof op die **1ste dag van Maart 1996** by die kantore van die Landdroshof, Vanderbijlpark, **om 10:00:**

Beskrywing: Sekere verbeterde/residensiële eiendom geleë in die dorpsgebied Vanderbijlpark, Registrasie Afdeling I.Q. Transvaal, synde Erf 44 Vanderbijlpark Central West 6 Dorpsgebied Registrasie Afdeling I.Q. Transvaal, groot 650 (seshonderd en vyftig) vierkante meter.

Die straatadres van die eiendom is Darbystraat 30, CW 6, Vanderbijlpark.

Beskrywing: 'n Woonhuis met gewone buitegeboue.

Voorwaardes:

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

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

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

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

Gedateer te Vereeniging op hierdie 1ste dag van Februarie 1996.

M. M. P. de Wet, vir Steyn Lyell & Marais, Tweede Verdieping, Steyn Lyell & Maraisgebou, Lesliestraat 21, Vereeniging; Posbus 83, Vereeniging. [Tel. (016) 21-4471.] (Verw. mev. Harmse/NE0207.)

Case No. 7411/95

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

In the matter between **NBS BANK LIMITED** (Reg. No. 87/01384/06), Plaintiff, and **LAZARUS MAEBO DITSHEGO,** First Defendant, **ELIZABETH DITSHEGO,** Second Defendant

In pursuance of a Judgment in the Court for the Magistrate of Brakpan on the 9 November 1995 and Writ of Execution issued pursuant thereto the property listed hereunder will be sold in Execution on **8 March 1996 at 11:00** at the office of the Sheriff 439 Prince George Avenue Brakpan to the highest bidder:

Certain Erf 1372 Leachville Extension 1 Township, Registration Division I.R. in the Province of Gauteng, situated on 52 Augrabies Street Dalpark Ext 6, in the Township of Dalpark Ext. 6, District of Brakpan, measuring 640 (six hundred and forty) square metres.

The following improvements are reported to be on the property, but nothing is guaranteed. Brick plaster under tiles residence, comprising of combined lounge, diningroom and kitchen, 2 bedrooms, 1 bathroom, 1 toilet. 1 Garage. Outbuildings: 1 Toilet attached.

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 the office of the Sheriff of the Court, Brakpan.

Dated at Brakpan on this the 30 January 1996.

Hammond Pole & Dixon Inc., Domicilium Building, 10 Bloem Street, Boksburg; c/o Hammond Pole & Dixon. 75 Elston Avenue, Benoni. (Tel. 917-4631.) (Ref. N00347/Mrs Kok.)

Saaknommer 13288/95

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

In die saak tussen **NBS BANK BEPERK** (voorheen bekend as NATAL BOUVERENIGING BEPERK), Eiser, en **JOSEF JOHANNES DE BRUYN,** 1ste Verweerder, **DINA CAROLINA DE BRUYN,** 2de Verweerder

Ingevolge 'n vonnis toegestaan in die Landdroshof vir die distrik Kempton Park en 'n lasbrief vir eksekusie gedateer 27 November 1995 eiendom hieronder uiteengesit en in eksekusie verkoop op **29 Februarie 1996 om 10:00** by die Balju kantore, Parkstraat 8, Kempton Park aan die hoogste bieër:

Sekere erf 1771, Birch Acres X 4 dorpsgebied, registrasie afdeling IR, Transvaal in die distrik Kempton Park, ook bekend as Swanstraat 14, Birch Acres, Kempton Park, 1 118 ^{2} (eenduisend eenhonderd-en-agtien) vierkante meter groot. Die volgende word aangekondig maar geen waarborg in verband daarmee word verskaf nie: 3 x slaapkamer(s), 2 x badkamer(s), 2 x toilet, 1 x sitkamer / eetkamer, 1 x studeerkamer, 1 x kombuis, 1 x motorhuis, teëldak, oprit.

Voorwaardes van verkoping:

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

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

Aldus gedoen en geteken te Kempton Park op hede hierdie 30ste dag van Januarie 1996.

E. M. Liebenberg, vir Nel & Oosthuizen Prokureurs, Eerste Verdieping, Gert Nelgebou, Kemptonweg 20, Kempton Park. (Verw. EML/sv/M337/MID620.)

CAPE · KAAP

Case No. 6371/95
PH 255

IN THE SUPREME COURT OF SOUTH AFRICA

(Cape of Good Hope Provincial Division)

In the matter between **THE STANDARD BANK OF SOUTH AFRICA LIMITED,** Plaintiff, and **RALPH STEWART TAYLOR,** First Defendant, **SHIRLEY JEANETTE TAYLOR,** Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Cape of Good Hope Provincial Division) in the abovementioned suit, a sale without reserve will be held at 6 Meerlust Close, Richwood at **11:30 am, on Friday, the 15th day of March 1996** of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff for the Supreme Court, 29 Northumberland Avenue, Bellville:

Erf 1031, Richmond Park, in the Municipality of Milnerton, Cape Division in Extent 439 square metres and situated at 6 Meerlust Close, Richwood.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: A 97 square metre main dwelling consisting of a lounge/diningroom, kitchen, 3 bedrooms, bathroom with water closet, shower with water closet and a 20 square metre outbuilding consisting of a garage.

Terms:

1. 10% (ten per centum) of the purchase price in cash on the day of sale, the balance payable against registration of transfer, to be secured by a bank or building society or other acceptable guarantee to be furnished within fourteen (14) days from the date of sale.

2. Auctioneer's charges, payable on the day of sale to be calculated as follows: 5% (five per centum) on the proceeds of the sale up to a price of R20 000,00 (twenty thousand rand) and thereafter 3% (three per centum) up to a maximum fee of R6 000,00 (six thousand rand), minimum charges R200,000 (two hundred rand).

Dated at Montague Gardens this 25 January 1996.

W. D. Inglis, for William Inglis, Plaintiff's Attorneys, 17 Marconi Road, Montague Gardens. [Tel. (021) 52-5138.] (Ref. W. D. Inglis/cs/S2105/5114.)

Case No. 3026/95

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF SIMON'S TOWN HELD AT SIMON'S TOWN

In the matter between **CAPE OF GOOD HOPE BANK LTD,** Judgment Creditor, and **PIETER WILLEM COETZEE,** Judgment Debtor

In the execution of the Judgment of the Magistrate's Court, Simon's Town, in the above matter, a sale will be held on **Wednesday, 28th February 1996 at 11:00 a.m.** and at the property of the following immovable property:

Erf 4108, Kommetjie, Cape Division, in extent 641 square metres, held by Deed of Transfer No. T26030/1993, situated at 28 De Villiers Road, Kommetjie, Cape.

1. The sale is subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, the property being sold voetstoots and as it stands and subject to the conditions of the existing title deeds. The highest bidder shall be the purchaser, subject to the provisions of Section 66 of the above Act and the Conditions of Sale. The price bid shall be exclusive of Value-Added Tax and the Purchaser shall pay Value-Added Tax on the purchase price as provided for in the Conditions of Sale, subject to the provisions thereof.

2. One-tenth ($\frac{1}{10}$) of the purchase price shall be paid in cash or by means of a bank-marked cheque and immediately after the property is declared to be sold and the balance of the purchase price together with interest as detailed in the Conditions of Sale to be paid against registration of transfer, and received within fourteen (14) days after the date of sale by a bank or building society guarantee.

3. The following improvements to the property are reported, but nothing is guaranteed: A double storey house, upstairs consisting of 1 storeroom, 1 bedroom ensuite. Downstairs consisting of lounge/diningroom, kitchen, 3 bedrooms, bathroom.

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 Simon's Town and at the offices of the undermentioned auctioneers:

Claremart Auctioneers, 21 Paarden Eiland Road, Paarden Eiland, Cape.

Herold Gie & Broadhead Inc., Attorneys for Judgment Creditor, Permanent Buildings, 8 Darling Street, Cape Town. (A. C. Broodryk/175303.)

Case No. 9061/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

In the matter between **BANKORP LIMITED,** a division of ABSA BANK LIMITED, Plaintiff, and **MRS S E MACKENZIE,** Defendant

The following property will be sold in execution at the site of the property, 3 Higgins Street, Highbury, Kuils River, Erf 8009, Kuils River, on **Monday the 4th March 1996 at 12:00 o'clock**, to the highest bidder:

Erf 8009, Kuils River, situated at 3 Higgins Street, Highbury, Kuils River, measuring five hundred and seventy-nine (579) square metres, held by Title Deed T31951/1988 dated the 15 June 1988.

1. The following improvements are reported but not guaranteed:

2. *Payment:* A deposit of ten per centum of the purchase price must be paid in cash or by deposit-taking institution guaranteed cheque at the time of the sale and the balance (plus interest at the current rate of 24,25% p.a. calculated on the Judgment Creditor's claim from the date of the sale to the 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 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.

Arthur E. Abrahams & Gross Inc., 16th Floor, 2 Long Street, Cape Town, 8001. (Tel. 418-2020.) (Ref. BDS/BBG/Z26925.)

Saak No. 10601/95

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN KUILSRIVIER GEHOU TE KUILSRIVIER

In die saak tussen **NBS BANK BEPERK,** Eiser, en **J M WILLIAMS** en DIE EKSEKUTEUR VAN DIE BOEDEL VAN H J WILLIAMS, Verweerder, EIENDOM GELEË TE: 3DE LAAN 223, KRAAIFONTEIN

Ingevolge 'n vonnis van die Landdroshof te Kuilsrivier, gedateer 15 November 1995 en 'n lasbrief tot beslaglegging van onroerende eiendom word die eiendom hieronder beskryf, by die perseel te 3de Laan 223, Kraaifontein, per publieke veiling te koop aangebied op **5 Maart 1996 om 11:45:**

Erf 7754, Kraaifontein, afdeling Paarl, groot 496 vierkante meter, ook bekend as 3de Laan 223, Kraaifontein, gehou kragtens Transportakte Nr T6185/90.

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 die 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 verdere onderworpe aan die veilingsvoorwaardes wat uitgelees sal word ten tye van die veiling, en wat ter insae sal lê by die kantoor van die Balju Landdroshof, 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. (Mev. Swart/EWN441.)

Saak No. 997/95

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN KUILSRIVIER GEHOU TE KUILSRIVIER

In die saak tussen **NBS BANK BEPERK,** Eiser, en **K & M ANDRIES,** Verweerder, EIENDOM GELEË TE: PINESINGEL 26, KLEINVLEI

Ingevolge 'n vonnis van die Landdroshof te Kuilsrivier, gedateer 24 Februarie 1995 en 'n lasbrief tot beslaglegging van onroerende eiendom word die eiendom hieronder beskryf, by die perseel te Pinesingel 26, Kleinvlei, per publieke veiling te koop aangebied op **4 Maart 1996 om 10:45:**

Erf 3475, Kleinvlei, afdeling Stellenbosch, groot 279 vierkante meter, ook bekend as Pinesingel 26, Kleinvlei, gehou kragtens Transportakte Nr T52286/92.

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 die 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 16,25% 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 verdere onderworpe aan die veilingsvoorwaardes wat uitgelees sal word ten tye van die veiling, en wat ter insae sal lê by die kantoor van die Balju Landdroshof, 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. (Mev. Swart/EAN430.)

Case 5988/95

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

In the matter between **FIRST NATIONAL BANK OF SOUTHERN AFRICA LIMITED,** Plaintiff, and **HEINRICH POPLE,** Defendant

Be pleased to take notice that pursuant to a judgment in the above Honourable Court, granted on the 21st September 1995, the under-mentioned property will be sold in execution at the premises on **Tuesday, the 12th day of March 1996 at 11:00:**

Erf 35016, Goodwood, situated in the area of the Transitional Metropolitan Substructure of Goodwood, Division Cape, Province Western Cape, measuring 314 (three hundred and fourteen) square metres, held by Deed of Transfer No. T.90068/94, and comprising of brick building under asbestos roof, lounge, bedroom, bathroom, kitchen and garage, and known as 21 Wilger Street, Glenwood, Goodwood.

Conditions of sale:

1. The property will be sold to the highest bidder and shall be subject to the terms and conditions of the Magistrates' Courts Act and the Rules made thereunder and to the Title Deed insofar as these are applicable.

2. *Terms:* The purchase price shall be paid as to 10 (ten) percent thereof in cash on the signing of the Conditions of Sale, or otherwise as the Auctioneer or Sheriff of the Court may arrange, and the unpaid balance together with interest thereon at the bank's ruling rate of interest from date of signature to date of registration of transfer, which amount is to be secured by an approved bank guarantee to be delivered within 14 (fourteen) days of the sale.

3. The Conditions of Sale which will be read out by the Auctioneer/Sheriff of the Court immediately prior to the sale, may be inspected in his office or at the offices of Plaintiff's Attorneys as reflected hereunder.

Dated at Parow this 18th day of January 1996.

M. Shevel, for Cohen Shevel & Fourie, Plaintiff's Attorneys, 154 Voortrekker Road, Parow.

Case No. 29262/95

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT ELIZABETH HELD AT PORT ELIZABETH

In the matter between **NBS BANK LIMITED,** Plaintiff, and **HENRY IRVAN SAMUELS,** Defendant

In pursuance of a Judgment in the Court for the Magistrate of Port Elizabeth dated 11 September 1995 and a Writ of Execution dated 18 September 1995 the property listed hereunder will be sold in execution on **Friday, 1 March 1996** at the front entrance of the New Law Courts, North End, Port Elizabeth at **14:15**:

Certain: Erf 4545, Gelvandale, in the Municipality and Division of Port Elizabeth, measuring 600 (six hundred) square metres, situated at 17 Ridgeside Crescent, Parkridge, Port Elizabeth.

Improvements: Although not guaranteed, it is a single storey, brick under tile, private dwelling with fitted carpets consisting of lounge/dining-, kitchen, 3 beds-, 1 bath-, 1 W.C.

Material conditions of sale:

1. The property shall be sold voetstoots without reserve and to the highest bidder, and shall be subject to the Conditons of Sale, the terms of the Magistrates' Courts Act and the Rules made thereunder and of the Title Deeds, insofar as these are applicable.

2. Ten per cent (10%) of the purchase price shall be paid on signature of the Conditions of Sale and the balance plus 20,25 (twenty 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 Conditons may be inspected at the Office of the Sheriff of the Magistrates' Court.

Dated at Port Elizabeth this the 12th day of January 1996.

Joubert Galpin & Searle, Plaintiff's Attorneys, 1st Floor, NBS Building, 30 Main Street, P.O. Box 59, Port Elizabeth. [Tel. (041) 56-2885.]

Case No. 7389/94

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

In the matter between **STANDARD BANK OF SOUTH AFRICA,** Judgment Creditor, and **J. A. NIENABER,** Judgment Debtor

In pursuance of a Judgment in the Magistrate's Court for the District of Paarl and Writ of Execution dated 31 October 1994 the following property will be sold in Execution, at the premises, on **Monday, 26 February 1996 at 10:00** to the highest bidder:

Certain: Erf 5664, Kraaifontein, in the Transitional Metropolitan Substructure Cape Town, Cape Division, Province of the Western Cape, in extent 243 (Two Hundred and forty three) square metre, held by Deed of Transfer No. T20844/1995, also known as 51 Shelborne Street, Kraaifontein.

Conditions of sale:

1. The Sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the Rules made thereunder and of the Title Deeds of the property and the property shall, subject to the aforegoing, be sold to the highest bidder.

2. The following improvements on the property are reported but nothing is guaranteed: 3 Bedrooms, Lounge/Diningroom, Kitchen, 1½ Bathroom, Garage and porta pool.

3. *Payment:* Ten per centum (10%) of the purchase price shall be paid in cash at the time of the Sale and the full balance thereof together with interest at the current rate of 26,00 per centum calculated on the amount of the Judgment Creditor's claim (and in the event of there being any preferent creditor then also the interest payable upon such preferent creditor's claim) from the date of sale to the date of transfer, against registration of transfer, which amounts are to be secured by approved bank or building society guarantee to be delivered within fourteen (14) days of the date of sale.

4. *Conditions:* The full Conditions of Sale which will be read out by the Sheriff of the Court immediately prior to the Sale may be inspected at his office.

S. G. Hoffman, Swart & Meyer, United Building Society, 31 Lady Grey Street, Paarl. (Verw. Z. K. Meyer.)

Case No. 28099/95

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT ELIZABETH HELD AT PORT ELIZABETH

In the matter between **STANDARD BANK OF SA LIMITED,** Plaintiff, and **SIKHUMBUZO CHRIS MENTI,** First Defendant, and **NTOMBOMZI VERONICA MENTI,** Second Defendant

00506006

In pursuance of a Judgment in the Court for the Magistrate of Port Elizabeth dated 18 September 1995 and a Writ of Execution dated 26 September 1995 the property listed hereunder will be sold in execution on **Friday, 1st day of March 1996** at the front entrance of the New Law Courts, North End, Port Elizabeth at 14:15.

Certain Erf 12487, Motherwell, in the Municipal and Division of Uitenhage, measuring 200 (two hundred) square metres, situated at 43 Mtati Street, Motherwell NU 7, Port Elizabeth.

Improvements: Although not guaranteed, it consists of single storey, concrete block under asbestos, private dwelling with lounge, kitchen, 2 bedrooms, bathroom with w.c.

Material conditions of sale:

1. The property shall be sold voetstoots without reserve and to the highest bidder, and shall be subject to the Conditions of Sale, the terms of the Magistrates' Courts Act and the Rules made thereunder and of the Title Deeds, 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 12th day of January 1996.

Joubert Galpin & Searle, Plaintiff's Attorneys, 1st Floor, NBS Building, 30 Main Street, P.O. Box 59, Port Elizabeth. [Tel. (041) 56-2885.]

Saak No. 3714/95

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN KIMBERLEY GEHOU TE KIMBERLEY

In die saak tussen **KIMBERLEY MUNISIPALITEIT,** Eiser, en **G. IRWIN,** Verweerder

Kragtens 'n uitspraak van die Hof van die Landdros Kimberley op die 13de dag van Junie 1995 en Lasbrief vir Eksekusie sal die volgende eiendom in eksekusie verkoop word op **Donderdag die 29ste dag van Februarie 1996 om 10:00** voor die Landdroskantoor te Kimberley deur die Balju, Kimberley aan die persoon wat die hoogste aanbod maak naamlik:

Seker Erf 6572, Kimberley, geleë in die distrik van Kimberley, Provinsie Noord-Kaap, beter bekend as Transvaalweg 157, groot 396 vierkante meter, gehou kragtens Transportakte No. T1094/1979.

Die verkoopsvoorwaardes lê ter insae by die Eiser se prokureur en by die Balju, Woodleystraat 36, Kimberley.

Geteken te Kimberley op hierdie 17de dag van Januarie 1996.

K. J. Spangenberg, vir Van de Wall & Vennote, Van de Wallgebou, Southeystraat, Kimberley, 8301. (Verw. Mnr. K. Spangenberg/ee/ZD 6940.)

Case No. 19064/94

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

In the matter between **RADIANT SQUARE BODY CORPORATE,** Execution Creditor, and **MR D. ADAMS,** Execution Debtor

The following property will be sold voetstoots and without reserve in execution by public auction at the site thereof, to the highest bidder on **29th February 1996 at 10:00:**

Erf Section No. 17 as shown and more fully described on Section Plan No. SS 31/90 in the Scheme known as Radiant Square, in extent fifty-one (51) Square Metres, address 17 Radiant Square, Lake Road, Grassy Park.

Conditions of sale:

1. The following information is furnished but not guaranteed:

1 x Flat consisting of 2 x bedrooms, 1 x kitchen, 1 x lounge, 1 x bathroom.

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.

W. D. Baxter, for Buchanan Boyes, 64 Church Street, Wynberg.

Saak No. 2776/95

IN DIE LANDDROSHOF VIR DIE DISTRIK KNYSNA GEHOU TE KNYSNA

In die saak tussen **NEDCOR BANK BEPERK,** Eksekusieskuldeiser, en **MARLENE CARSTENS,** Eksekusieskuldenares

Ter uitvoering van 'n Vonnis van die Landdroshof vir die distrik Knysna en 'n Lasbrief vir Eksekusie gedateer 8 Desember 1995 sal die volgende eiendom in eksekusie verkoop word op **Donderdag, 29 Februarie 1996 om 10:00** te die gegewe perseel naamlik:

Restant van Erf 2179, Knysna, in die Munisipaliteit en Afdeling van Knysna (ook bekend as Hopestraat 10, Knysna), groot 2 490 vierkante meter, gehou kragtens Transportakte No. T.44353/95.

Verbeterings: 3 slaapkamers, 2 badkamers 1 sitkamer, 1 kombuis, 1 motorhuis.

Verkoopsvoorwaardes:

1. Die verkoping is onderhewig aan die bepalings van die Landdroshowewet, No. 32 van 1944, en die Reëls daaronder geproklameer. Die eiendom word voetstoots verkoop en onderhewig aan die voorwaardes van die bestaande Transportakte. Die hoogste bieër sal die koper wees, onderhewig aan die bepalings van Artikel 66 van die bogemelde Wet.

2. 10% (tien persent) van die koopprys is betaalbaar in kontant by ondertekening van die 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 17,75% 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 skriftelik 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 Knysna, Markstraat, Knysna, sowel as by die kantore van mnre. Raubenheimers Ingelyf, Cathedralstraat 60, George.

Gedateer te George hierdie 17de dag van Januarie 1996.

R. Engelbrecht, vir Raubenheimers Ingelyf, Cathedralstraat 60, Posbus 21, George, 6530. [Tel. (0441) 73-2043.]

Case 16233/1993

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

ABSA BANK LIMITED, trading as UNITED BANK *versus* **SAM DOPEY BORENS** and **JOSEPHINE BORENS**

The following property will be sold in execution in front of the Courthouse for the District of Mitchells Plain, on **Monday, 4 March 1996, at 09:00,** to the highest bidder:

Erf 14157, Mitchells Plain, in extent 204 square metres, held by T36797/1989, situated at 47 Beaufort, Rocklands, Mitchells Plain, Western Cape.

1. The following improvements are reported but not guaranteed:

Semi Detached Dwelling: Lounge, kitchen, three bedrooms, bathroom/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. 103949/gt.)

Case No. 24773/95

MAGISTRATE'S COURT CAPE TOWN

JULIAN LIONEL MARTINSON & MORRIS STERN, t/a J L MARTINSON & COMPANY and **FRANS BEZUIDENHOUT** acting in his capacity as Trustee obo ORION TRUST, **FRANS BEZUIDENHOUT**

The following property namely Erf 8001, Stellenbosch will be sold in Execution on **5th March 1996 at 09:00** at the premises, being Erf 8001 - 28 Longiflora Street, Paradyskloof, Stellenbosch to the highest bidder.

1. The following improvements are reported but not guaranteed:

Residential dwelling situate in well established area.

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 building society rate calculated on the Judgment Creditor's claim from the date of sale to the date of transfer) against registration of transfer, which amounts are to be secured by approved bank or building society guarantee to be delivered within fourteen (14) days of the sale.

3. The purchaser will be liable to pay commission of 2% (two per cent) to the Deputy Sheriff and 5% (five per cent) to the Auctioneer on the date of auction, immediately after the auction.

4. *Conditions:* The full Conditions of Sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Dated at Cape Town this 8th day of January 1996.

J. L. Martinson & Co., 717 Grand Parade Centre, Adderley Street, Cape Town.

Case No. 38511/95

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT ELIZABETH HELD AT PORT ELIZABETH

In the matter between **NBS BANK LIMITED,** Plaintiff, and **DOMINIQUE MAURICE MARIE DOUIS,** First Defendant, and **MARIAM DOUIS,** Second Defendant

In pursuance of a Judgment in the Court for the Magistrate of Port Elizabeth dated 24 November 1995 and a Writ of Execution dated 29 November 1995 the property listed hereunder will be sold in execution on **Friday, 1st day of March 1996** at the front entrance of the New Law Courts, North End, Port Elizabeth at 14:15:

Certain Section No. 46 as shown and more fully described on Sectional Plan No. SS 482/1994, in the scheme known as North Riding Estate in respect of the land and building or buildings situated at Lorraine, in the Municipality of Port Elizabeth of which the floor area, according to the said sectional plan, is 51 (fifty-one) square metres in extent, situated at Section 46, 43 North Riding Estate, Montmedy Road, Lorraine, Port Elizabeth.

Improvements: Although not guaranteed, it is a maisonette consisting of lounge, kitchen, 2 beds-, 1 bath-, 1 w.c.

Material conditions of sale:

1. The property shall be sold voetstoots without reserve and to the highest bidder, and shall be subject to the Conditions of Sale, the terms of the Magistrates' Courts Act and the Rules made thereunder and of the Title Deeds, 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 12th day of January 1996.

Joubert Galpin & Searle, Plaintiff's Attorneys, 1st Floor, NBS Building, 30 Main Street, P.O. Box 59, Port Elizabeth. [Tel. (041) 56-2885.]

Case No. 40380/95

NEDCOR BANK LIMITED *vs* **C. E. BAISLEY,** Wynberg

The property: A unit consisting of—

(a) Section No. 19 as shown and more fully described on Sectional Plan No. SS 114/90, in the scheme known as Eikenhof in respect of the land and building or buildings situate at Kenilworth, in the Municipality of Cape Town of which the floor area, according to the said sectional plan, is 22 (twenty-two) square metres in extent; and

(b) an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan, situated at 16 Eikenhof, 283 Main Road, Kenilworth.

Improvements (not guaranteed): One flat, brick walls, tiled roof, 2 bedrooms, lounge, kitchen, bathroom, toilet.

Date of sale: 26 February 1996 at 14:00.

Place of sale: 16 Eikenhof, 283 Main Road, Kenilworth.

Material conditions: The Sale will be voetstoots, by Public Auction to the highest bidder, the purchase price herein payable as follows: R2 500,00 in cash or by bank cheque upon signature of the Conditions of Sale; 10% of the purchase price less the sum of R2 500,00 in cash or by bank cheque on the day of the sale, and the balance on transfer together with interest thereon calculated in the manner set out more fully in the Conditions of Sale and subject to the terms set out in the Conditions of Sale which will be read immediately prior to the sale and which are available for inspection at the offices of the Sheriff for the Magistrate's Court, Electric Road, Wynberg and Steer & Co., Corner Long & Longmarket Streets, Cape Town.

Matz Watermeyer, Attorneys for Judgment Creditor, 135 Main Road, Claremont.

Saak No. 5397/95

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN KIMBERLEY GEHOU TE KIMBERLEY

In die saak tussen **SAAMBOU BANK,** Eiser, en **K. MOTLEKAR,** Verweerder

Kragtens 'n uitspraak van die Hof van die Landdros Kimberley op die 5de dag van Julie 1995 en Lasbrief vir Eksekusie sal die volgende eiendom in eksekusie verkoop word op **Donderdag die 29ste dag van Februarie 1996 om 10:00** voor die Landdroskantoor te Kimberley deur die Balju, Kimberley aan die persoon wat die hoogste aanbod maak naamlik:

Seker Erf 5428, Kimberley, geleë in die Munisipaliteit en Administratiewe distrik van Kimberley, beter bekend as Figstraat 3, gehou kragtens Transportakte No. T541/1955.

Die verkoopsvoorwaardes lê ter insae by die Eiser se prokureur en by die Balju, Woodleystraat 36, Kimberley.

Geteken te Kimberley op hierdie 22ste dag van Januarie 1996.

K. J. Spangenberg, vir Van de Wall & Vennote, Van de Wallgebou, Southeystraat, Kimberley, 8301.

Saak No. 256/1991

IN DIE LANDDROSHOF VIR DIE DISTRIK PIKETBERG GEHOU TE LAAIPLEK

In die saak tussen **KLEINSAKE-ONTWIKKELINGSKORPORASIE BPK,** Eiser, en **DAWID JOHANNES ENGELBRECHT,** VERWEERDER

Ter uitvoering van 'n vonnis van die Landdroshof van Laaiplek gedateer 27 Januarie 1992 en 'n Lasbrief vir Eksekusie dateer 18 Augustus 1995 sal die ondervermelde eiendom in eksekusie aan die hoogste bieder verkoop word op **8 Maart 1996 om 11:00** te Pelikaanstraat E 65, Noordhoek, Laaiplek.

Sekere Erf No. 702, Laaiplek, geleë in die Munisipaliteit van Velddrif, Afdeling Piketberg, groot 500 Vierkante meter.

Verkoopvoorwaardes: 10% van die koopprys sal as 'n deposito in kontant betaalbaar wees en die balans binne 14 dae na datum van verkope. Die volledige verkoopvoorwaardes wat onmiddellik voor die verkoping voorgelees sal word lê ter insae in die kantoor van die Balju vir die Landdroskantoor, Laaiplek.

Gedateer te Piketberg op hierdie 22ste dag van Januarie 1996.

Anderson, Nel & Kie., Eiser se Prokureurs, Posbus 41, Hoofstraat 38, Piketberg.

Case No. 24241/94

IN THE MAGISTRATE'S COURT, MITCHELLS PLAIN

ABSA BANK LIMITED, trading as UNITED BANK *versus* **RIEDEWAAN SOLOMONS** and **FAHIEMA SOLOMONS**

The following property will be sold in Execution to the highest bidder at a Public Auction to held in front of the Courthouse for the District Mitchells Plain on **Tuesday 27 February 1996 at 10:00.**

Erf 37304, Mitchells Plain in the Municipality of Cape Town, in extent 293 (two hundred and ninety-three) square metres, held by Deed of Transfer No. T78563/91 and situated at 21 Kite Road, Woodlands, 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, Mitchells Plain (North).

2. The following improvements on the property are reported but nothing is guaranteed: A dwelling comprising a lounge, kitchen, 3 bedrooms, bathroom and w.c.

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 16,25% 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 19/01/1996.

G. Visser, for Malan Laäs & Scholtz, Plaintiff's Attorney, 3 Viola Street, Table View. [Tel. (021) 557-6016.] (Ref. GJV/SG Z29323.)

Saak No. 7899/95

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN KIMBERLEY GEHOU TE KIMBERLEY

In die saak tussen **KIMBERLEY MUNISIPALITEIT,** Eiser, en **L. C. BOOYSEN,** Verweerder

Kragtens 'n uitspraak van die Hof van die Landdros Kimberley op die 2de dag van Augustus 1995 en Lasbrief vir Eksekusie sal die volgende eiendom in eksekusie verkoop word op **Donderdag die 29ste dag van Februarie 1996 om 10:00** voor die Landdroskantoor te Kimberley deur die Balju, Kimberley aan die persoon wat die hoogste aanbod maak naamlik:

Seker Erf 20633, Kimberley, geleë in die Munisipaliteit en Administratiewe distrik van Kimberley, beter bekend as Starlingstraat 15, Kimberley, groot 330 vierkante meter, gehou kragtens Transportakte No. T2542/1993.

Die verkoopsvoorwaardes lê ter insae by die Eiser se prokureur en by die Balju, Woodleystraat 36, Kimberley.

Geteken te Kimberley op hierdie 22ste dag van Januarie 1996.

K. J. Spangenberg, vir Van de Wall & Vennote, Van de Wallgebou, Southeystraat, Kimberley, 8301.

Saak No. 3706/95

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN KIMBERLEY GEHOU TE KIMBERLEY

In die saak tussen **KIMBERLEY MUNISIPALITEIT,** Eiser, en **M. J. VAN VUUREN,** Verweerder

Kragtens 'n uitspraak van die Hof van die Landdros Kimberley op die 24ste dag van Julie 1995 en Lasbrief vir Eksekusie sal die volgende eiendom in eksekusie verkoop word op **Donderdag die 29ste dag van Februarie 1996 om 10:00** voor die Landdroskantoor te Kimberley deur die Balju, Kimberley aan die persoon wat die hoogste aanbod maak naamlik:

Seker Erf 22921, Kimberley, geleë in die Munisipaliteit en Administratiewe distrik van Kimberley, beter bekend as Stowelaan 40, groot 1 182 vierkante meter, gehou kragtens Transportakte No. T3998/1992, onderworpe aan Verbandakte No. B2696/92 ten gunste van Standard Bank.

Die verkoopsvoorwaardes lê ter insae by die Eiser se prokureur en by die Balju, Woodleystraat 36, Kimberley.

Geteken te Kimberley op hierdie 22ste dag van Januarie 1996.

K. J. Spangenberg, vir Van de Wall & Vennote, Van de Wallgebou, Southeystraat, Kimberley, 8301.

Case No. 16196/95

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF THE CAPE HELD AT CAPE TOWN

In the matter between **BODY CORPORATE DORIC COURT,** Judgment Creditor, and **MISS N. MESTROVIC,** Judgment Debtor

The property described hereunder will be sold at 202 Doric Court, York Road, Gree Point, on **Tuesday the 12th March 1996 at 09:30:**

Section No. 37 as shown and more fully described on Sectional Plan No. SS 260/90 in the scheme known as Doric Court in respect of the land and building or buildings at Cape Town in the arrear of the Transitional Metropolitan Substructure of Cape which section the floor area according to the said Sectional Plan is 56 (fifty-six) Square Metres in extent; and

an undivided share in the common Property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said Sectional Plan, popularly known as 202 Doric Court, York Road, Green Point.

1 Flat consisting of 1 bedroom, 1 living room, kitchen, and 1 bathroom.

The property will be sold to the highest bidder, voetstoots and without warranty of possession the price being payable either in cash on sale or as to ten per cent (10%) of the price in cash on sale and the balance against transfer plus interest on any unpaid balance at the rate of 15,5% from the date of sale, such balance to be secured by an approved guarantee for payment thereof within six (6) days of sale.

The Buyer shall (a) pay: Auctioneers charges, costs of advertising and all other costs, charges, and arrear rates if any, necessary to enable transfer to be given; (b) insure the property against damage by fire; (c) be liable on cancellation in case of default for damages including wasted costs.

The full conditions of sale will be announced at the sale and may be inspected at the offices of the Sheriff of the Magistrate's Court.

Fairbridge Arderne & Lawton, Attorneys for Plaintiff, 4th Floor, Main Tower, Standard Bank Centre, Heerengracht, Cape Town. (Tel. 21-5120.) (Ref. Mrs K. Titus:M390.)

Case No. 143/95

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF ALIWAL NORTH HELD AT ALIWAL NOORD

In the matter between **NEDCOR BANK,** Plaintiff, and **T. I. LEBAKA,** Defendant

In pursuance of a judgment in the Court of the Magistrate of Aliwal North and a warrant of execution dated the 5 June 1995 the following property will be sold in execution by public auction on the **1st March 1996 at 10:00** at the Magistrates Office, Aliwal North by the Messenger of the Court, Aliwal North:

Certain: Erf No. 1114, in the division Aliwal North, known as Erf 1114, Dukathole, Aliwal North, measuring 527 square metres, held by Certificate of Leasehold No. TL1489/89.

Conditions of sale:

(a) The property will be sold subjected to the rules and conditions of the Magistrates' Courts Act.

(b) The purchaser shall pay a deposit of 10% of the purchase price in cash on the day of sale, the balance against transfer to be secured by a bank or building society guarantee, to be approved by the Plaintiff's Attorney, and to be furnished to the Messenger of the Court within (21) days after the day of sale in execution.

The conditions of sale may be inspected at the Messenger of the Court's office at Grey Street, Aliwal North, during office hours.

Signed at Burgersdorp this 15th day of January 1996.

Burger Oelofsen Van Rooy Inc., Attorneys for Plaintiff, P.O. Box 142, Aliwal North. (Ref. LH/jvs A2586.)

Saak No. 143/95

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN ALIWAL NOORD GEHOU TE ALIWAL NOORD

In die saak tussen **NEDCOR BANK,** Eiser, en **T. I. LEBAKA,** Verweerder

Kragtens 'n uitspraak van bogemelde Agbare Hof op 7 Junie 1995 en 'n lasbrief vir eksekusie sal die volgende eiendom in eksekusie verkoop word op **1 Maart 1996 om 10:00** te die Landdroskantoor Aliwal Noord, deur die Geregsbode Aliwal Noord aan die persoon wat die hoogste aanbod maak, naamlik:

Sekere Erf 1114, geleë in die distrik van Aliwal Noord, bekend as Erf 1114, Dukathole Aliwal Noord, groot 527 vierkante meter, gehou kragtens Sertifikaat van Huurpag TL1489/89.

Voorwaardes: Die verkoping sal onderworpe wees aan die bepalings van die Wet op Landdroshowe en die reëls daarvolgens neergelê. Tien persent (10%) van die koopprys moet in kontant op die dag van die verkoping betaal word en 'n bank of bougenootskaps waarborg vir die balans moet binne (21) dae na die verkoopsdatum verskaf word.

Die verdere en volledige verkoopsvoorwaardes sal onmiddellik voor die verkoping uitgelees word en lê ter insae by die Geregsbode, te Greystraat Aliwal Noord.

Geteken te Burgersdorp hierdie 15de dag van Januarie 1996.

Burger Oelofsen Van Rooy Ing., Prokureurs vir Eiser, Posbus 142, Aliwal Noord. (Verw. LH/jvs A2586.)

Case No. 2123/95

IN THE SUPREME COURT OF SOUTH AFRICA

(South Eastern Cape Local Division)

In the matter between **ABSA BANK LIMITED,** Plaintiff, and **HELENA MARIA JOHANNA SCHULTZ,** First Defendant, **GERARD SCHULTZ,** Second Defendant

In pursuance of a judgment of the above Honourable Court dated 2 October 1995, and the warrant of execution dated 20 December 1995, the following property will be sold, voetstoots, in execution, without reserve, to the highest bidder on the **1 March 1996 at 15:00,** at the foyer, AA Mutual Building, 15 Rink Street, Central, Port Elizabeth:

Erf 1315, Hunter's Retreat, in the Municipality and Division of Port Elizabeth, measuring 862 square metres, held by the Defendants under Deed of Transfer No. T50374/1986, situated at 19 Pollock Street, Rowallan Park, Port Elizabeth.

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

Brick under tile dwelling, lounge, kitchen, 3 bedrooms, 1 bath/wc, ensuite bath/sh/wc, entrance hall, diningroom, study, double garage, wc.

Zoning: In terms of the Port Elizabeth Municipal zoning scheme, the proprty is zoned for residential purposes.

A substantial bond can be arranged for an approved purchaser.

The full conditions of sale will be read immediately prior to the sale and may be inspected prior to the date of sale at the office of the Sheriff of the above Honourable Court.

Material conditions of sale: The purchase price will be payable by means of a deposit of 10% and the balance against transfer to be secured by a bank or building society guarantee, to be approved of by Plaintiff's attorneys, to be furnished to the Sheriff within 14 days of the date of the sale. Sheriff's charges at 5% on the first R20 000,00 and 3% on the balance of the purchase price are also payable on date of sale.

Dated at Port Elizabeth this 19th day of January 1996.

McWilliams, Elliott & Arderne, Plaintiff's Attorneys, 83 Parliament Street, Central Port Elizabeth. (Ref. E. J. Murray/rr.)

Case No. 1734/94

IN THE SUPREME COURT OF TRANSKEI

DORBYL VEHICLE TRADING & FINANCE (PTY) LIMITED, Plaintiff, and **PATRICK THABO KORTJAS,** t/a KORT TAXIS, Defendant

The property known as certain piece of land being Lot 993, Maluti, Maluti Township situated in the Municipality and District of Maluti, measuring 1 115 (one thousand one hundred and fifteen) square metres, shall be sold to the highest bidder by the Deputy Sheriff on **Friday, 16th February 1996 at 10:30** in Maluti.

The Special Conditions of Sale may be inspected at the offices of the Deputy Sheriff, Maluti.

Dated at Umtata this 24th day of January 1995.

Hughes Chisholm and Airey Inc., Plaintiff's Attorneys, 1st Floor, I.D.K. Building, Sutherland Street, Umtata. (Ref. A. Immerman/cu/04D033010.)

Case No. 2122/95

IN THE SUPREME COURT OF SOUTH AFRICA

(Southern Eastern Cape Local Division)

In the matter between **ABSA BANK LIMITED,** Plaintiff, and **GERARD SCHULTZ,** Defendant

In pursuance of a Judgment of the above Honourable Court dated 28 November 1995, and the Warrant of Execution, dated 3 January 1996, the following property will be sold, voetstoots, in execution, without reserve, to the highest bidder on the **1 March 1996 at 15:00,** at The foyer, AA Mutual Building, 15 Rink Street, Central, Port Elizabeth:

Erf 2825, Kabega, in the Municipality and Division of Port Elizabeth, measuring 126 square metres, held by the Defendant under Deed of Transfer No. T27385/1989, situated at Shop No. 7, Cape View Shopping Centre, Linton Grange, Port Elizabeth.

The following improvements on the property are reported, though in this respect nothing is guaranteed: Block of shops situated in a detached brick under asbestos, double storey structure with partly facebrick and plastered exterior, ground floor: sales/reception area, workshops, kitchenette, storeroom and wc, first floor: mezanine-storage and workshops, outside wc and courtyard at rear of shop.

Zoning: In terms of the Port Elizabeth Municipal zoning scheme, the property is zoned for residential purposes.

A substantial bond can be arranged for an approved purchaser.

The full conditions of sale will be read immediately prior to the sale and may be inspected prior to the date of sale at the office of The Sheriff of the above Honourable Court.

Material conditions of sale: The purchase price will be payable by means of a deposit of 10% and the balance against transfer to be secured by a bank or building society guarantee, to be approved of by Plaintiff's attorneys, to be furnished to the Sheriff within 14 days of the date of the sale. Sheriff's charges at 5% on the first R20 000,00 and 3% on the balance of the purchase price are also payable on date of sale.

Dated at Port Elizabeth this 22nd day of January 1996.

McWilliams, Elliott & Arderne, Plaintiff's Attorneys, Parliamentstraat 83, Sentraal, Port Elizabeth. (Ref. EJ Murray/rr.)

Saak 27733/1991

DIE LANDDROSHOF VIR DIE DISTRIK VAN BELLVILLE GEHOU TE BELLVILLE

In die saak tussen **CEDAR ENTERPRISES (EDMS.) BEPERK,** Eksekusieskuldeiser, en **MNR. PHILLIP JAMES RICHARDS,** Eksekusieskuldenaar

Ter uitvoering van 'n Vonnis van die Landdroshof vir die distrik van Bellville, gedateer 11de Augustus 1994, en 'n Lasbrief wat daarna uitgereik is, sal die hiernavermelde eiendom in eksekusie verkoop word op **Vrydag, 1ste Maart 1996 om 10:30,** voor die balju se kantore te 3 Hoofweg, Humansdorp, sonder reserwe en voetstoots aan die hoogste bieër:

1. Erf 5201, Jeffrey's Bay in die gebied van Jeffrey's Bay, Jeffrey's Bay Afdeling, groot 721 m^2 (sewehonderd een-en-dertig) vierkante meter, gehou kragtens Transportakte Nr. T15005/1984.

Adres en ligging van onroerende eiendom: 9 Beech Laan, Jeffrey's Bay.

Veilingsvoorwaardes:

1. Die eiendom sal sonder reserwe en voetstoots in eksekusie verkoop word aan die hoogste bieër en onderworpe aan die bepalings en voorwaardes van die Wet op Landdroshowe en die reëls wat daarop van toepassing is, asook die serwitute en voorwaardes verbonde aan die betrokke Titelaktes vir soverre van toepassing.

2. Die volgende inligting word gemeld dog nie gewaarborg nie: Leë erf.

3. Die volledige veilingsvoorwaardes sal onmiddellik voor die veiling deur die Afslaer voorgelees word en lê ter insae by die kantoor van die Balju van die Landdroshof, te 3 Hoofweg, Humansdorp, en te 29 Northumberland Straat, Bellville.

4. *Betaling geskied soos volg:* Tien persent (10%) van die koopprys kontant op die dag van die veiling en die balans van die koopprys tesame met rente daarop teen 'n koers van 15,5% per maand vanaf 31ste Oktober 1994, tot datum van registrasie van transport teen oordrag van die eiendom in die koper se naam, moet betaal word aan die oordrag prokureurs, te Bellville, teen registrasie van oordrag, welke betaling verseker moet word deur 'n waarborg van 'n goedgekeurde bank of bougenootskap binne veertien (14) dae na die veiling.

Gedateer te Bellville hierdie die 18de dag van Januarie 1996.

L. Malherbe, Balsillie Watermeyer & Cawood, Eksekusieskuldeiser se Prokureurs, Eerste Laan 8—10, Boston, Bellville. (Verw. LM/MDC/COLLS/N.11110.)

Case 1968/95

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF SIMON'S TOWN HELD AT SIMON'S TOWN

In the matter between **FIRST NATIONAL BANK OF SOUTHERN AFRICA LIMITED,** Judgment Creditor, and **ANDREAS BAUER,** Judgment Debtor

In pursuance of a Judgment dated the 2nd October 1995, in the Court of the Magistrate of Simon's Town and Warrant of Execution against immovable property dated the 2nd October 1995 the undermentioned property will be sold in execution at the site, being 28 Nassau Crescent, Stellenberg, Bellville, on **Thursday, the 7th March 196 at 09:30,** to the highest bidder:

1. Erf 941, Eversdale, situated in the Area of the Transitional Metropolitan Substructure of Bellville, Cape Division, Western Cape Province, in extent 952 (nine hundred and fifty-two) square metres, held by Deed of Transfer No. T.28460/1994, also known as 28 Nassau Crescent, Stellenberg, Bellville.

Conditions of sale:

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act, the Rules made thereunder and of the Title Deeds of the property and the property shall, subject to the aforegoing, be sold "voetstoots" to the highest bidder.

2. The following information is furnished regarding the improvements on the property though in this respect nothing is guaranteed: The property consists of 1 brick dwelling, consisting of 5 bedrooms, 1 kitchen, 1 lounge, 1 dining-room, 1 laundry, 3 bathrooms, 5 garages and 1 swimming pool.

3. The purchase price shall be paid as to 10% (ten per centum) thereof at the time of the Sale and the full balance thereof together with interest at the current rate of 18,25% per annum (or the ruling interest rate applicable from time to time) on the amount of the Judgment Creditor's claim as preferent creditor (and in the event of there being any other preferent creditor then also the interest payable upon such preferent creditor's claim) from the date of Sale to the date of transfer shall be secured by a bank or building society guarantee in a form acceptable to the Plaintiff's conveyancers. The guarantee shall be delivered by the Purchaser to the Sheriff, or upon the Sheriff's instructions, to the Plaintiff's conveyancers within fourteen (14) days of the date of Sale and shall provide for the payment of the full balance and any such interest payable as aforesaid provided that if the Plaintiff be the Purchaser then no deposit or guarantee will be necessary and the Plaintiff shall pay the full purchase price plus interest to the Sheriff in cash against transfer.

4. The full conditions of the Sale which will be read out by the Sheriff immediately prior to the Sale may be inspected at the office of the Sheriff for the Magistrate's Court of Bellville.

Dated at Muizenberg this 17th day of January 1996.

G. P. J. Klopper, Gerhard Klopper, Attorneys for Judgment Creditor, Sawas Building, 146 Main Road, Muizenburg. (Tel. 788-1111/2.) (Ref. GK/ds/4257.)

Saak No. 41/95

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN MONTAGU GEHOU TE MONTAGU

In die saak tussen **A. H. MARAIS SEUNS (EDMS.) BPK.,** Eiser, en **MNR. SOLOMON PATRICK DEETLOFF,** Verweerder

Ten uitvoerlegging van 'n vonnis toegestaan deur bogemelde Agbare Hof op 21 April 1995, in bogemelde saak, sal 'n verkoping sonder reserwe deur die Balju, by Proteastraat 27, Montagu, gehou word op **Vrydag, 1 Maart 1996 om 10:00,** van die ondergemelde eiendom van die Eksekusieskuldenaar op die voorwaardes wat deur die Afslaer uitgelees sal word ten tye van die verkoping en welke voorwaardes voor die verkoping gelees kan word by die kantoor van mnre Van Zyl & Hofmeyr, Badstraat 32, Montagu:

1. Erf 2776, Montagu, geleë te Proteastraat 27, Montagu, gehou kragtens Transportakte T8117/1988, groot 1 436 vierkante meter.

Na bewering is die eiendom verbeter met 'n woonhuis maar niks is gewaarborg nie.

Geteken te Montagu op 22 Januarie 1996.

Van Zyl & Hofmeyr, Prokureurs vir Eiser, Badstraat 32, Montagu; Posbus 8, Montagu, 6720. [Tel. (0234) 41100.]

Case No. 9700/95

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF CAPE TOWN HELD AT CAPE TOWN

In the matter between **ABSA BANK LIMITED,** Plaintiff, and **WILLIE JOHANNES VAN KOPPEN,** First Defendant

In pursuance of a judgment in the Court of the Magistrate of Cape Town, the following will be sold in Execution at **09:30, on 7 March 1996** on site to the highest bidder:

Unit No. 54, Sectional Plan Scheme No. 109, 69 (sixty nine) square metres, held by Deed of Transfer ST387/1993, situated at 704 Lynwol Flats, Hope Street, Gardens.

Entrance hall, lounge, kitchen, 2 bedrooms/main en suite, bathroom/wc.

1. The property shall be sold without reserve and to the highest bidder, and shall be subject to the terms and conditions of the Magistrates' Courts Act and the Rules made thereunder and of the title Deeds 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, Cape Town.

C & A Friendlander Inc., 3rd Floor, Reader's Digest House, Strand Street, Cape Town, 8001. (Ref. C. Silverwood/Z40091.)

Case No. 1555/95

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

In the matter between **ABSA BANK LIMITED,** Plaintiff, and **DEON AMICO JANSE VAN VUUREN,** First Defendant

In pursuance of a judgment in the Court of the Magistrate of Kuils River, the following will be sold in Execution at **09:30, on 4 March 1996** on site to the highest bidder:

Erf 4308, Kuils River , 914 (ninehundred and fourteen) square metres, held by Deed of Transfer T76313/1993, situated at 24 Geelhout Street, Kuils River.

4 Bedrooms, 2 bathrooms, lounge, diningroom, TV room, kitchen and double 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 Magistrates' Courts 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, Kuils River.

C & A Friendlander Inc., 3rd Floor, Reader's Digest House, Strand Street, Cape Town, 8001. (Ref. C. Silverwood/Z38731.)

Case No. 15903/93

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

In the matter between: **FIRST NATIONAL BANK OF S.A. LIMITED,** Plaintiff, and **EDWARD PAUL LOBAR,** Defendant

In pursuance of a Judgment of the above Honourable Court, the property described hereunder will be sold at the premises of the immovable property, commonly known as 6M Le Parc, de Grendel Avenue, Bothasig, on **Monday, 26th February 1996, at 11:00** namely:

Erf 13168 Milnerton, in the Area of the Transitional Metropolitan Substructure of Milnerton, Cape Division, Province of the Western Cape, in extent 375 (three hundred and seventy five) square metres, held by Deed of Transfer T31208/1993.

Commonly known as 6M Le Parc, de Grendel Avenue, Bothasig, which property is said, without warranty as to the correctness thereof, to comprise of: tile roof, brick walls, 1 × lounge, 1 × kitchen, 2 × bedrooms, 1 × bathroom, 1 × garage.

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 current rate of 16% 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 11th day of January 1996.

Lindsay & Associates, Attorneys for Plaintiff, 7th Floor, 56 Shortmarket Street, Cape Town, 8001. (Tel. 23-7300.) (Ref. Mrs P. Waters/jm 24379.)

Case No. 24596/94

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

In the matter between: **KENILWORTH EXECUTIVE APARTMENTS BODY CORPORATE,** Execution Creditor, and **R B DE JAGER RAUBENHEIMER N.O.** ACTING AS TRUSTEE OF RAUBENHEIMER INVESTMENT TRUST, Execution Debtor

In execution of the Judgment of the Magistrate's Court for the District of Wynberg, in the above matter, a Sale will be held in front of the premises, 2 Kenilworth Executive Apartments, Main Road, Kenilworth, on Monday the **26th February 1996 at 10:00** of the following immovable property:

Section No. 2 as shown and more fully described on the Sectional Plan No. SS 353/92 in the building or buildings known as Kenilworth Executive Apartments, situated at Wynberg, in the City of Cape Town, Cape Division, in extent 57 (fifty seven) square metres; and

Section No. 8 as shown and more fully described on the Sectional Plan No. SS 353/92 in the building or buildings known as Kenilworth Executive Apartments, situated at Wynberg, in the City of Cape Town, Cape Division, in extent 59 (fifty nine) square metres;

Each built of brick walls and asbestos roof. Consisting of 1 bedroom, 1 kitchen, 1 diningroom, 1 bathroom and toilet.

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, Wynberg, 9 Electric Road, Wynberg.

Herbsteins Inc, 17th Floor, 2 Long Street, Cape Town. (Ref. Mr A. Batchelor/sp/24205.)

Case No. 1691/94

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

In the matter between **SAAMBOU BANK LIMITED,** Execution Creditor, and **THEODORE PASQUAL GIDEONS,** Execution Debtor

Take notice that the following immovable property will be sold in execution of judgment by public auction without reserve to the highest bidder on the **6th of March 1996 at 10:00** at the said property, namely erf 13344 Strand, situated in the Municipality of Strand, Division of Stellenbosch, Western Cape Province.

Short description of property:

Physical address: 100 Hassan Khan Street, Strand; measuring 299 (two hundred ninety-nine) square metres.

Improvements: House *inter alia* with 2 bedrooms, main bedroom has shower, lounge, diningroom, TV room, kitchen, separate toilet and bathroom and carport. (These improvements are reported but nothing is guaranteed or to be construed as a representation.)

Material conditions of sale:

1. Full and complete conditions of sale will be read immediately before the sale and are available for inspection at the offices of the Sheriff at 4 Kleinbos Avenue, Strand, and the Judgment Creditors attorney at the address stated hereunder.

2. The sale is subject to the provisions of the Magistrates' Courts Act and rules.

3. *Payment:*

3.1 (a) One-tenth of the purchase price in cash or by means of Bank marked cheque to the Sheriff of the Court, for the account of the Execution Creditor—such payment to be made on the day of the sale.

3.2 (b) The balance of the purchase price to be paid in cash against registration of transfer, which is to be given and taken forthwith. The purchaser shall within 14 (fourteen) days after the date of sale furnish the Execution Creditor with a Bank or Building society guarantee to the Execution Creditor's satisfaction for the due payment of the balance of the purchase price and interest against transfer and due fulfilment of all his obligations under these Conditions of Sale.

3.3 (c) In addition, the Purchaser shall pay interest to the present Bondholder, namely, Saambou Bank Limited, at the current rate of 15,25% per year calculated on the balance owing under the Mortgage Bond. Such interest calculated from date of sale to date of registration of transfer shall be paid by the Purchaser to the Bondholder's Attorneys.

Signed at Somerset-West on this 16th day of January 1996.

Ettienne Barnard, Attorney for Judgment Creditor, 2 Carmel Court, Dirkie Uys Street, P.O. Box 3346, Somerset-West, 7129. [Tel. (024) 852-7780/1.] (Ref. EB/lu/S89.)

Case No. 43180/94

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

In the matter between **INVESTEC BANK LIMITED,** Plaintiff, and **ZARIES PROPERTIES CC,** Defendant

In pursuance of a Judgment of this above Honourable Court granted on 18 May 1995 and writ of execution dated 25 May 1995, the following property will be sold in Execution on site being 41 Clive Road, Crawford, on the **26th day of February 1996 at 12:00** to the highest bidder:

Erf 42205, Cape Town at Crawford, situated in the Area of the Transitional Metropolitan Substructure of Cape Town, Cape Division, Province of the Western Cape; in extent 419 (four hundred and nineteen) square metres, held by Deed of Transfer No. T44352/1990, also known as 41 Clive Road, Crawford.

Conditions of sale:

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

2. One tenth ($\frac{1}{10}$) of the purchase price shall be paid immediately after the property is declared to be sold and the balance of the purchase price together with interest thereon at the current rate of 18,25% per annum (or the ruling interest rate applicable from time to time) to be paid against registration of transfer, which shall be given and taken as soon as possible after the sale.

3. The property is a single dwelling improved as follows (no guarantee is given) consisting of a lounge, kitchen, 3 bedrooms, 1 bathroom, 1 w/c and 1 garage.

4. The conditions of sale will be read at the sale by the Sheriff of the Magistrate's Court, Wynberg, immediately prior to the sale and may be inspected at his office.

Dated at Rondebosch on this 14th day of December 1995.

Leigh Thompson Attorneys, Plaintiff's Attorneys, 20 Roslyn Road, Rondebosch. (Ref. LFT/LT459/GM.)

Case No. 45448/94

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

In the matter between **INVESTEC BANK LIMITED,** Plaintiff, and **52 REGENT ROAD PROPERTIES CC,** Defendant

In pursuance of a Judgment of this above Honourable Court granted on 16 May 1995 and Writ of Execution dated 24 May 1995, the following property will be sold in Execution on site being 92 Retreat Road Retreat, on the **20th day of February 1996 at 12:00** to the highest bidder:

(1) (a) Section No. 15 as shown and more fully described on Sectional Plan No. SS76/1993 in the scheme known as Harmony Centre in respect of the land and buildings situate at Retreat, in the area of the Transitional Metropolitan Substructure of Cape Town, of which section the floor area, according to the said sectional plan, is 196 (one hundred and ninety-six) square metres in extent;

(b) an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan.

Held under Deed of Transfer No. ST11967/1993.

Conditions of sale:

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

2. One tenth ($\frac{1}{10}$) of the purchase price shall be paid immediately after the property is declared to be sold and the balance of the purchase price together with interest thereon at the current rate of 18,25% per annum (or the ruling interest rate applicable from time to time) to be paid against registration of transfer, which shall be given and taken as soon as possible after the sale.

3. The property is a single dwelling improved as follows (no guarantee is given) consisting of shops.

4. The conditions of sale will be read at the sale by the Sheriff of the Magistrate's Court, Wynberg, immediately prior to the sale and may be inspected at his office.

Dated at Rondebosch on this 12th day of December 1995.

Leigh Thompson Attorneys, Plaintiff's Attorneys, 20 Roslyn Road, Rondebosch. (Ref. LFT/LT519/GM.)

Case No. EL588/95
E.C.D. Case No. 1663/95

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 **LULAMA FEZIWE NOZUKO FADANE,** Defendant

In pursuance of a Judgment granted in the Supreme Court (East London Circuit Local Division) and Writ of Execution dated 18 December 1995 by the above Honourable Court, the following property will be sold in Execution on **Friday, the 23 February 1996 at 10:00** by the Sheriff of the Court, at:

Erf 1927, East London also known as 9 Harmony Road, Saxilby, East London.

Erf 1927, East London Municipality and Division of East London in extent 1 127 square metres, held by Deed of Transfer No. T3320/1993, commonly known as 9 Harmony Road, Saxilby, East London.

The property consists of usual buildings/outbuildings.

Description: Entrance hall, lounge, diningroom, familyroom, kitchen, 3 bedrooms, 1 bath/w.c., 1 w.c./shower, 2 garages, servants' quarters, rondavel, brick walls, swimming pool.

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 purchaser 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 at his office a 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 08 January 1996.

Drake Flemmer & Orsmond Inc., Tewkesbury House, 22 St. James Road, Southernwood, East London. (Ref. M. B. Orsmond/RW/S283/G00535.)

Case No. 773/94
E.C.D. Case No. 1167/95

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 **THOZAMA NCUMISA SALENI,** Defendant

In pursuance of a Judgment granted in the Supreme Court (East London Circuit Local Division) and Writ of Execution dated 14 December 1995 by the above Honourable Court, the following property will be sold in Execution on **Friday, the 23 February 1996 at 11:00** by the Sheriff of the Court, at:

34711 (a portion of Erf 4867), East London, commonly known as 8 Keswick Circle, Havens Hill, East London.

Erf 34711 (a portion of Erf 4867), East London, Municipality and Division of East London, in extent 580 square metres, held by Deed of Transfer No. T2425/1993, commonly known as 8 Keswick Circle, Haven Hills, East London.

The property consists of usual buildings/outbuildings.

Description: Single storey, lounge, diningroom, study, kitchen, 3 bedrooms, 1 bath/w.c., tiled roof.

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 purchaser 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 08 January 1996.

Drake Flemmer & Orsmond Inc., Tewkesbury House, 22 St. James Road, Southernwood, East London. (Ref. M. B. Orsmond/RW/S267/G26105.)

Saak No. 5745/1995

IN DIE LANDDROSHOF VIR DIE DISTRIK KUILSRIVIER GEHOU TE KUILSRIVIER

In die saak tussen **DR ROELOF VAN HUYSSTEEN,** Eksekusieskuldeiser, en **JEREMY ROCHEFORT,** Eksekusieskuldenaar

Ingevolge uitspraak van die Landdros van Kuilsrivier en Lasbrief vir Eksekusie teen goed gedateer 9 November 1995, sal die ondervermelde eiendom op die **20ste Februarie 1996 om 11:30 vm,** te Kuilsrivier aan die hoogste bieder geregtelik verkoop word naamlik:

Sekere Erf 2346 Brackenfell, gebied van die Metropolitaanse Oorgangs Substruktuur van Brackenfell, Afdeling Stellenbosch, provinsie Wes-Kaap, groot 739 vierkante meter, gehou T19326/1995, bestaande uit drie slaapkamers, badkamer, sitkamer, eetkamer, kombuis, waenhuis en swembad.

Die voorwaardes van verkoop mag gedurende kantoorure by die Kantoor van die Balju vir die Landdroshof te Bellville nagesien word.

Gedateer te Kaapstad op 11 Januarie 1996.

Jan S. De Villiers & Seun, Prokureurs vir Eiser, 16de Verdieping, BP Sentrum, 1 Thibaultplein, Kaapstad. (Verw. mev. Pretorius/F11032.)

Case No. 28584/94

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

KADARIC PROPERTIES CC, Execution Creditor, and **MR. C. L. VAN WYK,** Execution Debtor

The following property will be sold voetstoots and without reserve in execution by public auction at the site thereof, to the highest bidder on **27th February 1996 at 2 p.m.** Erf 6659 Grassy Park in the Transitional Metropolitan Substructure of Cape Town, Cape Division, in extent four hundred and twenty-three (423) square metres.

Address: 53 Klip Road, Grassy Park.

Conditions of sale:

1. The following information is furnished but not guaranteed: One x single dwelling, brick walls under a tiled roof consisting of 3 x 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.

W. D. Baxter, for Buchanan Boyes, 64 Church Street, Wynberg.

Case No. 17923/1993

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

In the matter between **NBS BANK LIMITED,** formerly NATAL BUILDING SOCIETY LIMITED (Reg. No. 87/01384/06), Plaintiff, and **SALMOM FERGUST LEONARD,** First Defendant, **JENIFER LEONARD,** Second Defendant

In pursuance of a Judgment of the Magistrate's Court of Bellville and Writ of Execution dated 20 August 1993, the property listed hereunder, and commonly known as 60 Rutger Crescent, Belhar will be sold in Execution in front of the Magistrate's Court Bellville on **Thursday 29 of February 1996 at 14:00** to the highest bidder:

Erf 31910 (Portion of Erf 31906) Bellville, in the Local Area of Belhar, Cape Division, in extent 304 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 2 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 the office of the Sheriff of the Magistrate's Court, Bellville, 29 Northumberland Street, Bellville. A substantial loan can be raised for an approved purchaser with prior approval.

Dated at Cape Town this 16 day of January 1996.

I. Broodryk, for Syfret Godlonton-Fuller Moore Inc., 11th Floor, N.B.S. Waldorf, 80 St. George's Mall, Cape Town. (Ref. I. Broodryk/N.1521.)

Case No. 881/1995

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

In the matter between **NBS BANK LIMITED, formerly NATAL BUILDING SOCIETY LIMITED** (Reg. No. 87/01384/06), Plaintiff, and **PETER EDWARD VAN DER MERWE,** First Defendant, **VALERIE ELIZABETH VAN DER MERWE,** Second Defendant, **DESIREE ELIZABETH VAN DER MERWE,** Third Defendant

In pursuance of a judgment of the Magistrate's Court of Mitchells Plain and writ of execution dated 3 April 1995, the property listed hereunder, and commonly known as 11 Baker Close, Westridge, Mitchells Plain, will be sold in execution in front of the Magistrate's Court, Mitchells Plain on **Monday, 26 February 1996 at 09:00** to the highest bidder:

Erf 6828, Mitchells Plain, in the Municipality of Cape Town, Cape Divison in extent 270 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.

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, Mitchells Plain South, 6 Mulberry Mall, Strandfontein Centre, Strandfontein. A substantial loan can be raised for an approved purchaser with prior approval.

Dated at Cape Town this 5 day of January 1996.

I. Broodryk, for Syfret Godlonton-Fuller Moore Inc., 11th Floor, NBS Waldorf, 80 St. George's Mall, Cape Town. (Ref. I. Broodryk/N.1872.)

Case No. 13179/1991

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 **KELVIN DAVIDS,** Defendant

In pursuance of a judgment of the Magistrate's Court of Kuils River and writ of execution dated 16 January 1992, the property listed hereunder, and commonly known as 16 Shellduck Street, Electric City, Blue Downs, will be sold in execution at the premises on **Tuesday, 27 February 1996 at 12:15** to the highest bidder:

Erf 4317, Blue Downs, situated in the Lower Kuils River No. 1 Local Area, Division Stellebosch, in extent 312 square metres.

The following improvements are reported to be on the property, but nothing is guaranteed: Single storey residence built of cement blocks 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 the office of the Sheriff of the Magistrate's Court, Kuils River, 29 Northumberland Street, Bellville. A substantial loan can be raised for an approved purchaser with prior approval.

Dated at Cape Town this 9 day of January 1995.

I. Broodryk, for Syfret Godlonton-Fuller Moore Inc., 11th Floor, NBS Waldorf, 80 St George's Mall, Cape Town. (Ref. I. Broodryk/N.897.)

Case No. 12524/1995

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

In the matter between **NBS BANK LIMITED,** formerly NATAL BUILDING SOCIETY LIMITED (Reg. No. 87/01384/06), Plaintiff, and **VALERIE ELIZABETH MARGEMAN,** in her capacity as Representative of the Master of the Court for the Estate Late, **ISMAIL MARGEMAN,** Defendant

In pursuance of a judgment of the Magistrate's Court of Mitchells Plain and writ of execution dated 24 November 1995, the property listed hereunder, and commonly known as 6 Kilimanjaro Road, Tafelsig, Mitchells Plain, will be sold in execution in front of the Magistrate's Court, Mitchells Plain, on **Monday, 26 February 1996 at 09:00** to the highest bidder:

Erf 36469, Mitchells Plain, in the Municipality of Cape Town, Cape Division, in extent 164 square metres.

The following improvements are reported to be on the property, but nothing is guaranteed: Semi-detached residence built of brick with asbestos 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 the office of the Sheriff of the Magistrate's Court, Mitchells Plain South, 2 Mulberry Way, Strandfontein. A substantial loan can be raised for an approved purchaser with prior approval.

Dated at Cape Town this 10 day of January 1996.

I. Broodryk, for Syfret Godlonton—Fuller Moore Inc., 11th Floor, NBS Waldorf, 80 St. George's Mall, Cape Town. (Ref. I. Broodryk/N.2035.)

Case No. 8602/1995

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

In the matter between **NBS BANK LIMITED,** formerly NATAL BUILDING SOCIETY LIMITED (Reg. No. 87/01384/06), Plaintiff, and **MOGAMAT YUSUF ABRAHAMS,** Defendant

In pursuance of a judgment of the Magistrate's Court of Mitchells Plain and writ of execution dated 28 June 1995, the property listed hereunder, and commonly known as 13 Oxford Road, Hyde Park, Mitchells Plain, will be sold in execution at the premises on **Wednesday, 28 February 1996 at 11:00** to the highest bidder:

Erf 2051, Weltevreden Valley, in the Local Area of Weltevreden Valley, Cape Division, in extent 357 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 the office of the Sheriff of the Magistrate's Court, Mitchells Plain North, Rocklands Medical Centre, Park Avenue, Rocklands, Mitchells Plain. A substantial loan can be raised for an approved purchaser with prior approval.

Dated at Cape Town this 9 day of January 1996.

I. Broodryk, for Syfret Godlonton-Fuller Moore Inc., 11th Floor, NBS Waldorf, 80 St. George's Mall, Cape Town. (Ref. I. Broodryk/N.1982.)

Case No. 18941/1995

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF CAPE TOWN HELD AT CAPE TOWN

In the matter between **NBS BANK LIMITED,** formerly NATAL BUILDING SOCIETY LIMITED (Reg. No. 87/01384/06), Plaintiff, and **THE TRUSTEES FOR THE TIME BEING OF THE NEWLANDS TRUST,** First Defendant, **STYLIANOS KAMMITSIS,** Second Defendant

In pursuance of a judgment of the Magistrate's Court of Cape Town and writ of execution dated 11 August 1995, the property listed hereunder, and commonly known as E14 Dolphin Beach, Marine Drive, Table View will be sold in execution at the premises on **Thursday, 29 of February 1996 at 10:30** to the highest bidder:

Units consisting of:

1. (a) Section No. 14, as shown and more fully described on Sectional Plan No. SS234/92, in the scheme known as Dolphin Beach in respect of the land and building or buildings situated at Milnerton, in the Municipality of Milnerton, of which the floor area, according to the said sectional plan is 158 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. (a) Section No. 116, as shown and more fully described on Sectional Plan No. SS234/92, in the scheme known as Dolphin Beach in respect of the land and building or buildings situated at Milnerton, in the Municipality of Milnerton, of which the floor area, according to the said sectional plan is 20 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.

3. (a) Section No. 117, as shown and more fully described on Sectional Plan No. SS234/92, in the scheme known as Dolphin Beach in respect of the land and building or buildings situated at Milnerton, in the Municipality of Milnerton, of which the floor area, according to the said sectional plan is 6 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.

4. (a) Section No. 118, as shown and more fully described on Sectional Plan No. SS234/92, in the scheme known as Dolphin Beach in respect of the land and building or buildings situated at Milnerton, in the Municipality of Milnerton, of which the floor area, according to the said sectional plan is 17 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. ST10956/92.

The following improvements are reported to be on the property, but nothing is guaranteed: A flat built of brick, comprising 2 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 the office of the Sheriff of the Magistrate's Court, Cape Town, Mandatum Building, Barrack Street, Cape Town. A substantial loan can be raised for an approved purchaser with prior approval.

Dated at Cape Town this 16 day of January 1996.

I. Broodryk, for Syfret Godlonton-Fuller Moore Inc., 11th Floor, NBS Waldorf, 80 St George's Mall, Cape Town. (Ref. I. Broodryk/N.1819.)

Case No. 3256/1992

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

In the matter between **NBS BANK LIMITED,** formerly NATAL BUILDING SOCIETY LIMITED (Reg. No. 87/01384/06), Plaintiff, and **RANDALL ALLEN PETERSEN,** First Defendant, **FRANCIS EILEEN PETERSEN,** Second Defendant

In pursuance of a judgment of the Magistrate's Court of Mitchells Plain and writ of execution dated 3 June 1992, the property listed hereunder, and commonly known as 7 Capri Way, Seacrest, Strandfontein, will be sold in execution at the premises on **Tuesday, 27 of February 1996 at 10:00** to the highest bidder:

Erf 44771, Mitchells Plain, in the Municipality of Cape Town, Cape Division, in extent 308 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 2 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 the office of the Sheriff of the Magistrate's Court, Mitchells Plain South, 2 Mulberry Way, Strandfontein. A substantial loan can be raised for an approved purchaser with prior approval.

Dated at Cape Town this 9 day of February 1996.

I. Broodryk, for Syfret Godlonton-Fuller Moore Inc., 11th Floor, NBS Waldorf, 80 St George's Mall, Cape Town. (Ref. I. Broodryk/N.1089.)

Case No. 10034/1995

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 **HELGAARDT KLEINSMIT,** First Defendant, **GLADYS KLEINSMIT,** Second Defendant

In pursuance of a Judgment of the Magistrate's Court of Kuils River and Writ of Execution dated 30 November 1995, the property listed hereunder, and commonly known as 11 Spoonbill Way, Electric City, Blue Downs will be sold in execution at the premises on **Tuesday, 27 of February 1996 at 11:15,** to the highest bidder:

Erf 4386, Blue Downs, situated in the Blue Downs Local Area, Division of Stellenbosch, in extent 298 square metres.

The following improvements are reported to be on the property, but nothing is guaranteed: Single storey residence built of cement blocks with tiled roof, comprising 3 bedrooms, open-plan kitchen/lounge, bathroom, toilet, single garage.

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Magistrate's Court, Kuils River, 29 Northumberland Street, Bellville. A substantial loan can be raised for an approved purchaser with prior approval.

Dated at Cape Town this 9 day of January 1996.

I. Broodryk, for Syfret Godlonton-Fuller Moore Inc., 11th Floor, N.B.S. Waldorf, 80 St. George's Mall, Cape Town. (Ref. I. Broodryk/N.2059.)

Case No. 10933/1995

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 **TIMOTHY GEORGE HOUSTON,** First Defendant, and **Sybil Houston,** Second Defendant

In pursuance of a Judgment of the Magistrate's Court of Kuils River and Writ of Execution dated 30 November 1995, the property listed hereunder, and commonly known as 10 Hornbill Way, Electric City, Blue Downs, will be sold in Execution at the premises on **Tuesday, 27 of February 1996 at 10:45,** to the highest bidder:

Erf 6208, Blue Downs, in the Blue Downs Local Area, Division of Stellenbosch, in extent 375 square metres.

The following improvements are reported to be on the property, but nothing is guaranteed: Single storey residence built of cement blocks 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 the office of the Sheriff of the Magistrate's Court, Kuils River, 29 Northumberland Street, Bellville. A substantial loan can be raised for an approved purchaser with prior approval.

Dated at Cape Town this 9 day of January 1996.

I. Broodryk, for Syfret Godlonton-Fuller Moore Inc., 11th Floor, N.B.S. Waldorf, 80 St. George's Mall, Cape Town. (Ref. I. Broodryk/N.2082.)

Case No. 10759/1995

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 **PATRICK WILLIAM DENTON,** First Defendant, and **JENNIFER DIANNA DENTON,** Second Defendant

In pursuance of a Judgment of the Magistrate's Court of Kuils River and Writ of Execution dated 30 November 1995, the property listed hereunder, and commonly known as 205 Stratford Avenue, Electric City, Blue Downs will be sold in Execution at the premises on **Tuesday, 27 of February 1996 at 11:45,** to the highest bidder:

Erf 4154, Blue Downs, in the Blue Downs Local Area, Division Stellenbosch, in extent 312 square metres.

The following improvements are reported to be on the property, but nothing is guaranteed: Single storey residence built of cement blocks 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 the office of the Sheriff of the Magistrate's Court, Kuils River, 29 Northumberland Street, Bellville. A substantial loan can be raised for an approved purchaser with prior approval.

Dated at Cape Town this 9 day of January 1996.

I. Broodryk, for Syfret Godlonton-Fuller Moore Inc., 11th Floor, N.B.S. Waldorf, 80 St. George's Mall, Cape Town. (Ref. I. Broodryk/N.2073.)

Case No. 6734/95

IN THE MAGISTRATE'S COURT MITCHELLS PLAIN

NEDCOR BANK LIMITED *versus* **CHRISTY SAMUEL JOHN GERALD MARTIN** Married in COP to **DAPHNE ANN MARTIN**

The property 13207, Mitchells Plain in the Municipality of Cape Town, Division Cape, in extent 496 square metres, situated at 48 Beaufighter Street, Rocklands, Mitchells Plain.

Improvements (not guaranteed): Brick building under tiled roof consisting of approx. 3 x bedrooms; dinner room; lounge; kitchen; toilet; bathroom & garage.

Date of sale: **26 February 1996 at 09:00 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: R2 500,00 in cash or by bank cheque upon signature of the conditions of sale; 10% of the purchase price less the sum of R2 500,00 in cash or by bank cheque on the day of 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-South at 6 Mulberry Mall, Strandfontein Centre, Strandfontein.

Dated at Claremont the 22nd day of January 1996.

Matz Watermeyer, Attorneys for Judgment Creditor, 135 Main Road, Claremont.

Case No. 5432/93
BOX 9

CAPE OF GOOD HOPE PROVINCIAL DIVISION OF THE SUPREME COURT OF SOUTH AFRICA

In the matter between **FIRST NATIONAL BANK OF SOUTHERN AFRICA LIMITED,** Plaintiff, and **SANDOR LAZLO TOTH,** Defendant

In pursuance of a judgment of the abovementioned Honourable Court in the above matter dated 7 July 1993, I shall sell in execution by public auction at the Magistrate's Court, Port Nolloth, on **Friday, 1 March 1996 at 10:00,** subject to the conditions of sale to be read at the sale, the following immovable property:

1. Certain Erf 167, Port Nolloth, situated in the Municipality of Port Nolloth, Division Namaqualand, Province Northern Cape, measuring 670 (six hundred and seventy) square metres, held under Deed of Transfer No. T33494/1990.

Comprising a commercial property comprising one two-roomed building, a free-standing kitchen containing a wash basin, both with cement floors, flat asbestos roof, and an outside toilet, situated at Main Road, Port Nolloth.

2. Certain Erf 298, Port Nolloth, situated in the Municipality of Port Nolloth, Divison Namaqualand, Province Northern Cape, measuring 1 416 (one thousand four hundred and sixteen) square metres, held under Deed of Transfer No. T48409/1992.

Comprising vacant plot, situated at Main Road, Port Nolloth.

3. Certain Erf 296, Port Nolloth, situated in the Municipality of Port Nolloth, Division Namaqualand, Province Northern Cape, measuring 155 (one hundred and fifty-five) square metres, held under Deed of Transfer No. T56044/1990.

Comprising vacant plot, situated at Main Road, Port Nolloth.

4. Certain Erf 594, Port Nolloth, situated in the Municipality of Port Nolloth, Division Namaqualand, Province Northern Cape, measuring 862 (eight hundred and sixty-two) square metres, held under Deed of Transfer No. T55554/1990.

Comprising vacant plot, situated at corner of Scholtz Street and Kusweg, Port Nolloth.

The conditions of sale will lie for inspection at the offices of the Sheriff for the Supreme Court, Springbok.

S. V. Shapiro, for Bisset Boehmke McBlain, Attorneys for Plaintiff, 13th Floor, Cartwright's Corner House, Adderley Street, Cape Town, 8001.

Case No. 37155/95

MAGISTRATE'S COURT DISTRICT PORT ELIZABETH

NEDCOR BANK LIMITED *versus* **VUYISILE SHEDRACK MASUMPA**

In pursuance of a Judgment dated 26th October 1995 and an attachment on the 17th November 1995, the following immovable property will be sold in the foyer of the Magistrate's Court, Main Street, Port Elizabeth, by public auction on **Friday, 23rd February 1996 at 14:15 p.m.:**

Erf 1847, Motherwell N.U.7 in the Administrative District of Uitenhage, in extent 200 (two hundred) square metres, situated at 112 Ncememe Street, Motherwell N.U.7, 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 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 (5% on the first R20 000,00 and thereafter 3% to a maximum of R6 000,00 with a minimum of R200,00 plus V.A.T.) are also payable on date of sale.

Dated 24th January 1996.

Pagdens, Plaintiff's Attorneys, Pagdens Court, 18 Castle Hill, Port Elizabeth.

Case No. 4365/95

MAGISTRATE'S COURT DISTRICT PORT ELIZABETH

NEDCOR BANK LIMITED, *versus* **THEODOROS PANAGIS** and **ELLEN LOUISE CASE**

In pursuance of a judgment dated 17th November 1995 and an attachment on the 18th December 1995, the following immovable property will be sold at 13 Rollnick Court, Western Road, Central Port Elizabeth, by public auction on **Tuesday 27th February 1996 at 11:00 a.m.:**

1. Section No. 13 (thirteen) as shown and more fully described on Sectional Plan No. SS23/1985, in the scheme known as Rollnick Court in respect of the land and building or buildings situated at Port Elizabeth Central, in the Municipality and Division of Port Elizabeth of which the floor area, according to the said sectional plan, is 115 (One Hundred and Fifteen) square metres in extent,

2. Section No. 22 (twenty-two) as shown and more fully described on Sectional Plan No. SS23/1985, in the scheme known as Rollnick Court in respect of the land and building or buildings situated at Port Elizabeth Central, in the Municipality and Division of Port Elizabeth of which the floor area, according to the said sectional plan, is 115 (One Hundred and Fifteen) square metres in extent; and situated at 13 Rollnick Court, Western Road, Central Port Elizabeth.

While nothing is guaranteed, it is understood that the property is a flat which consists of one bedroom, kitchen, lounge, dining room, bathroom and garage.

A substantial bond is available to an approved purchaser.

The conditions of sale may be inspected at the Office of the Sheriff, Magistrate's Court 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% of 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 payble on date of sale.

Dated 25 January 1996.

Pagdens, Plaintiff's Attorneys, Pagdens Court, 18 Castle Hill, Port Elizabeth.

Case No. 354/95

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF VREDENBURG HELD AT VREDEBURG

In the matter between **ESKOM FINANCE COMPANY (PTY) LIMITED,** Judgment Creditor, and **ISAK BESTER,** 1st Judgment Debtor, and **KATRINA BESTER,** 2nd Judgment Debtor

In pursuance of a judgment granted on the 17 March 1995, in the Vredenburg Magistrate's Court, the following property will be sold to the highest bidder on **8 March 1996 at 11:00**, at 14 Bergsig Street, Vredenburg:

Description: Erf 6550, Vredenburg in the Municipality of Vredenburg-Saldanha, Malmesbury Division, situated at 14 Bergsig Street, Louwville, in extent three hundred and twenty-one (321) square metres, postal address 14 Bergsig Street, Vredenburg.

Improvements: Dwelling: Lounge, kitchen, 2 bedrooms, bathroom toilet (not guaranteed).

Held by Deed of Transfer No. 8288/90.

1. The full and complete conditions of sale will be read immediately before the sale and will lie for inspection at the offices of the Sheriff and at the offices of the auctioneer.

2. *Payment:* Ten per centum of the purchase price on the day of the sale and the balance together with interest calculated on Plaintiff's claim rate of 16,25% from the date of sale to date of registration of transfer against transfer of the property into the name of the purchser, 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 17 January 1996.

H. C. van Niekerk, for Van Niekerk Groenewald & Van Zyl, Plaintiff's Attorneys, 101 Parow Chambers, 121 Voortrekker Road, Parow, 7500; P.O. Box 713, Parow, 7500. [Tel. (021) 92-6017.] (Ref. W62497/HVN/Mrs Wolmarans.)

Case No. 40785/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT ELIZABETH HELD AT TODD CHAMBERS, TODD STREET, PORT ELIZABETH

In the matter between **FATHER AND SON CATERERS,** Execution Creditor, and **MR H ADAMS,** Execution Debtor

Pursuant to a judgment obtained in the above Honourable Court, the following goods will be sold in execution, by public auction, to the highest bidder, by the Sheriff of the Magistrate's Court, at the front entrance of the New Law Courts, North End, Port Elizabeth, on **Friday, the 23rd of February 1996 at 14:15:**

Property Erf 6746, Bethelsdorp, Port Elizabeth, measuring 292 (two hundred and ninety-two) square metres, situated at 18 Soudien Road, Bethelsdorp Extension 17.

Dated at Port Elizabeth on this the 24th day of November 1995.

De Villiers Attorneys, 274 Cape Road, Newton Park, Port Elizabeth. (Ref. FRDV/MM/UMN/F33.)

Case No. 27733/95

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

In the matter between **ABSA BANK LIMITED** (UNITED BANK DIVISION), Execution Creditor, and **DAVID JACOBUS VICTOR,** Execution Debtor

In terms of a judgment granted by the Magistrate's Court for the District of Bellville dated 30 November 1995 and a warrant of execution issued, the undermentioned property will be sold voetstoots and without reserve in execution by public auction held on the premises, to the highest bidder on **6 March 1996 at 11:00**:

Erf 7025, Durbanville, in the area of the Transitional Metropolitan Substructure Durbanville, Cape Division, Western Cape Province, in extent 1 000 (one thousand) square metres, street address: 8 Boshoff Street, Aurora, Durbanville.

Conditions of sale:

(1) The property will be sold in execution without reserve and voetstoots to the highest bidder by public auction and subject to the provisions and conditions of the Magistrates' Courts Act, No. 32 of 1944, as amended and the rules applicable thereto and also the servitudes and conditions attaching to the property contained in the relevant title deeds.

(2) The following information is furnished but not guaranteed: Entrance hall; lounge; diningroom; family room; kitchen; laundry; 3 bedrooms; bathroom/wc; bathroom/shower/wc; wc; double garage.

(3) The full and complete conditions of sale will be announced by the Sheriff of the Magistrate's Court or auctioneer immediately before the sale and will lie for inspection at the offices of the Sheriff of the Magistrate's Court, 29 Northumberland Street, Bellville.

(4) Payment shall be effected as follows: Ten per cent (10%) of the purchase price on the day of the sale and the balance together with interest thereon at the rate of 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 Bellville on 23 January 1996.

W. de Braal, for Buchanan Boyes, Attorneys for Execution Creditor, 2nd Floor, Standard Bank Building, Kruskal Avenue, Bellville.

Case No. 30452/95

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

In the matter between **THE STANDARD BANK OF SOUTH AFRICA LIMITED,** Execution Creditor, and **PIERRE SMIT,** First Execution Debtor, **ANTHONED LIZELLE SMIT,** Second Execution Debtor

In terms of a judgment granted by the Magistrate's Court for the District of Bellville dated 4 December 1995 and a warrant of execution issued, the undermentioned property will be sold voetstoots and without reserve in execution by public auction held on the premises, to the highest bidder on **6 March 1996 at 12:15:**

Erf 621, Kenridge, in the Area of the Transitional Metropolitan Substructure, Durbanville, Cape Division, Western Cape Province; in extent 960 (nine hundred and sixty) square metres, street address 33 Mildred Road, Kenridge.

Conditions of sale:

(1) The property will be sold in execution without reserve and voetstoots to the highest bidder by public auction and subject to the provisions and conditions of the Magistrates' Courts Act No. 32 of 1944, as amended and the rules applicable thereto and also the servitudes and conditions attaching to the property contained in the relevant title deeds.

(2) The following information is furnished but not guaranteed: Entrance hall; lounge/diningroom; kitchen; 3 bedrooms; bathroom/wc; wc/shower; garage; wc.

(3) The full and complete conditions of sale will be announced by the Sheriff of the Magistrate's Court or auctioneer immediately before the sale and will lie for inspection at the offices of the Sheriff of the Magistrate's Court, 29 Northumberland Street, Bellville.

(4) Payment shall be effected as follows: Ten per cent (10%) of the purchase price on the day of the sale and the balance together with interest thereon at the prevailing rate of interest from the date of sale to date of registration of transfer against transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

Dated at Bellville on 23 January 1996.

W. de Braal, for Buchanan Boyes, Attorneys for Execution Creditor, 2nd Floor, Standard Bank Building, Kruskal Avenue, Bellville.

Case No. 30348/92

MAGISTRATE'S COURT DISTRICT PORT ELIZABETH

NEDCOR BANK LIMITED, Plaintiff *versus* **NOMBONISO ADELAIDE KOALANE,** Defendant

In pursuance of a judgment dated 21st October 1992 and an attachment on the 3rd April 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, 23rd February 1996 at 14:15:**

Erf 19874, McNamee Village, Administrative District of Port Elizabeth, in extent 138 (one hundred and thirty-eight) square metres, situated at 94 Msimka Street, New Brighton, Port Elizabeth.

While nothing is guaranteed, it is understood that on the property is a semi-detached brick dwelling under an asbestos roof consisting of one bedroom, kitchen and lounge.

A substantial bond is available to an approved purchaser.

The conditions of sale may be inspected at the office of the Sheriff of the Magistrate's Court, North, Danyllyn Building, 12 Theale Street, North End, Port Elizabeth.

Terms: 10% on date of sale, the balance including VAT if applicable, against transfer to be secured by a guarantee approved by Plaintiff's attorneys to be furnished within 21 days of sale. Sheriff's charges (5% on the first R20 000,00 and thereafter 3% to a maximum of R6 000,00 with a minimum of R200,00 plus VAT) are also payable on date of sale.

Dated 24th January 1996.

Pagdens, Plaintiff's Attorneys, Pagdens Court, 18 Castle Hill, Port Elizabeth.

Case No. 41456/95

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 **FANGANTO FIHLANI,** Defendant

In pursuance of a judgment dated 1 December 1995 and an attachment on the 22 January 1996, 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 **23 February 1996 at 14:15:**

Erf 1020, Motherwell NU4, Administrative District of Uitenhage, in extent 266 (two hundred and sixty-six) square metres, situated at 18 Quina Street, Motherwell.

While nothing is guaranteed, it is understood that on the property is a detached concrete block dwelling under a tiled 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 VAT 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 23rd day of January 1996.

Kaplan Blumberg Friedman & Scheckter, Plaintiff's Attorneys, 4th Floor, 121 Main Street, Port Elizabeth.

Saak No. 4072/95

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN KIMBERLEY GEHOU TE KIMBERLEY

In die saak tussen **NEDCOR BANK BEPERK,** Eiser, en **SHADRACK MANE THEBE,** Verweerder

Ingevolge 'n vonnis van die Hof van die Landdros van Kimberley en 'n lasbrief vir eksekusie gedateer 14 Junie 1995 sal die ondervermelde eiendom geregtelik verkoop word aan die hoogste bieder voor die Landdroskantoor, Kimberley, op **Donderdag, 29 Februarie 1996 om 10:00:**

Seker: Erf 11005, Galeshewe, geleë in die dorp Galeshewe, distrik van Kimberley, groot 279 vierkante meter, gehou kragtens Akte van Transport No. T.197/1994 (ook bekend as Nibestraat 3068, Vergenoeg, Kimberley).

Die verbeterings op die eiendom bestaan uit 'n losstaande huis met twee slaapkamers, sitkamer en kombuis maar niks word gewaarborg nie.

Tien persent van die koopprys met Belasting op Toegevoegde Waarde daarop, indien van toepassing, en afslaersgelde tesame met Belasting op Toegevoegde Waarde op sodanige afslaersgelde betaalbaar in kontant op die datum van die verkoping; die balans met Belasting op Toegevoegde Waarde op sodanige balans waar van toepassing teen transport verseker te word deur 'n aanvaarbare waarborg.

Die voorwaardes van verkoping mag nagesien word gedurende kantoorure by die kantoor van die Balju vir Kimberley en sal uitgelees word onmiddellik voor die verkoping.

J. A. C. Swanepoel, vir Duncan & Rothman, Eiser se Prokureurs, Permanentegebou, Jonesstraat, Kimberley.

Case No. 845/92

IN THE SUPREME COURT OF SOUTH AFRICA

(General Division)

In the matter between **THE BANK OF TRANSKEI LIMITED,** Plaintiff, and **TAMSANQA GEDSON RAFUZA,** Defendant

In pursuance of a judgment in the above Honourable Court and writ of execution issued thereon the property described hereunder will be sold to the highest bidder by the Deputy Sheriff, Butterworth on the **08th March 1996 at 10:00.** The sale will take place in front of the Magistrate's Office, Butterworth:

Certain piece of redeemed quitrent land situated in the Municipality of Butterworth, District of Butterworth being remainder of Erf No. 4791, Butterworth.

The conditions of sale may be inspected at the Deputy Sheriff, Butterworth from the 15th February 1996.

Mlonzi and Company, Attorneys for the Judgment Creditor, 12 Fuller Street, P.O. Box 349. [Tel. (0474) 610-1013/3653.]

Case No. 3034/91

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF BUTTERWORTH HELD IN BUTTERWORTH

In the matter between **BANK OF TRANSKEI LIMITED,** Plaintiff, and **BONGANI NDUNA MAYEKISO,** Defendant

In pursuance of a judgment in the above Honourable Court and writ of execution issued thereon the property described hereunder will be sold to the highest bidder by the Messenger of the Court, Butterworth on the **08th March 1996 at 10:00.** The sale will take place in front of the Magistrate's Office, Butterworth:

Certain piece of redeemed quitrent land situated in the Municipality of Butterworth, District of Butterworth being remainder of Erf No. 3701, Butterworth.

The conditions of sale may be inspected at the Messenger's Office, Butterworth from the 15th February 1996.

Mlonzi and Company, Attorneys for the Judgment Creditor, 12 Fuller Street, P.O. Box 349. [Tel. (0474) 610-1013/3653.]

Case No. 27633/95

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF THE CAPE HELD AT CAPE TOWN

In the matter between **THE STANDARD BANK OF SOUTH AFRICA LIMITED,** Execution Creditor, and **GERT PIERRE PHARO,** Execution Debtor

In terms of a judgment granted by the Magistrate's Court for the District of the Cape dated 19 September 1995 and a warrant of execution issued, the undermentioned property will be sold voetstoots and without reserve in execution by public auction held on the premises, to the highest bidder on **29 February 1996 at 09:30:**

(1) (a) Section No 113 as shown and more fully described on Sectional Plan No. SS81/1980, in the scheme known as La Rochelle, in respect of the land and building or buildings situated at Sea Point West of which section the floor area, according to the said Sectional Plan is 140 (one hundred and forty) square metres in extent; and

(b) an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan.

(2) (a) Section No 53 as shown and more fully described on Sectional Plan No. SS81/1980, in the scheme known as La Rochelle, in respect of the land and building or buildings situated at Sea Point West of which Section the floor area, according to the said Sectional Plan is 18 (eighteen) 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.

(3) (a) Section No 77 as shown and more fully described on Sectional Plan No. SS81/1980, in the scheme known as La Rochelle, in respect of the land and building or buildings situated at Sea Point West of which Section the floor area, according to the said Sectional Plan is 7 (seven) square metres in extent; and

(b) an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan.

Street address: 302 La Rochelle, Beach Road, Sea Point.

Conditions of sale:

(1) The property will be sold in execution without reserve and voetstoots to the highest bidder by public auction and subject to the provisions and conditions of the Magistrates' Courts Act, No. 32 of 1944, as amended, and the rules applicable thereto and also the servitudes and conditions attaching to the property contained in the relevant title deeds.

(2) The following information is furnished but not guaranteed: Entrance hall, lounge, dining room, 2 bedrooms, bathroom, 2 w/c, kitchen, breakfast nook, bathr/wc/shower, dressing room, garage, servant's room.

(3) The full and complete conditions of sale will be announced by the Sheriff of the Magistrate's Court or auctioneer immediately before the sale and will lie for inspection at the offices of the Sheriff of the Magistrate's Court, Mandatum Building, 44 Barrack Street, Cape Town.

(4) Payment shall be effected as follows: Ten per cent (10%) of the purchase price on the day of the sale and the balance together with interest thereon at the prevailing rate of interest from the date of sale to date of registration of transfer against transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

Dated at Bellville on 1 February 1996.

W. de Braal, for Buchanan Boyes, Attorneys for Execution Creditor, 2nd Floor, Standard Bank Building, Kruskal Avenue, Bellville.

Case No. 9763/95

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF EAST LONDON HELD AT EAST LONDON

In the matters between **SMALL BUSINESS DEVELOPMENT CORPORATION,** Judgment Creditor, and **MRS SHIRLEY ROSE HEATHCOTE,** 1st Judgment Debtor, and **MR DIGBY LIFFORD ENSLIN HEATHCOTE,** 2nd Judgment Debtor

In pursuance of a Judgment granted on 26 October 1995 in East London Magistrate's Court and under writ of execution issued thereafter the immovable property listed hereunder will be sold in execution on the **28 February 1996 at 10:00** to the highest bidder:

Place of sale: 97 Longfellow Street, Quigney, East London.

Description: Erf 16529, East London, Municipality and Division of East London, in extent 607 (six nil seven) square metres.

Improvements: Flats, servants' quarters, 2 × garages, balcony, passage and kitchen.

Held by Deed of Transfer No. T3780/1991.

Conditions of sale:

1. The properties are sold "voetstoots" in terms and conditions of the Magistrates' Courts Act and subject to the provisions of the Title Deeds.

2. The Purchasers shall pay the purchase price in cash or by bank-guaranteed cheque on the day of the sale. In the event of the Purchaser having to obtain finance from a financial institution, the Purchaser shall, on the day of the sale, produce written confirmation from the said financial institution to the effect that the Purchaser qualifies for a loan. The amount of the loan shall not be less than the purchase price.

3. The Purchasers shall be liable for payment of interest to the execution creditor and to the bondholder, if any, from the date of the sale to the date of registration of transfer as set out in the conditions of sale.

4. Transfer shall be effected by the Plaintiff or its attorneys and the Purchasers shall pay all transfer costs, current and arrear rates and taxes and other necessary charges to effect transfer, upon request by the said attorneys.

5. The full conditions may be inspected at the offices of the Sheriff of the Magistrate's Court, 4 Oxford Street, East London and will be read out by the Auctioneer at the sale.

6. The above information is furnished but not guaranteed.

Dated at East London this 19th January 1996.

The Bax Partnership, Plaintiff's Attorneys, Octoproc House, 34 Argyle Street, East London. [Tel. (0431) 43-3700.] (Ref. Cathy Gladwin/Z00089.)

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 lifted hereunder will be sold in execution on the **28th day of February 1996 at 14:00** at 42 Red Roman Way, Marina da Gama, Muizenberg to the highest bidder:

Description: Erf 112512, Cape Town at Muizenberg Metropolitan Substructure 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; 42 Red Roman Way, Marina da Gama, Muizenberg, Cape.

Improvements: 2 Bedrooms, lounge, kitchen, bathroom and 1 garage.

Dated at Cape Town this 30 day of January 1996.

Francis Thompson & Aspden, Attorneys for Plaintiff, 5 Leeuwen Street, Cape Town; c/o Buchanan Boyes, 80 Kommetjie Road, Fish Hoek.

The Clerk of the Court, Magistrate's Court, Simon's Town.

Case No. I 591/93

IN THE SUPREME COURT BOPHUTHATSWANA PROVINCIAL DIVISION

In the matter between **STANDARD BANK OF BOPHUTHATSWANA LIMITED,** Plaintiff, and **PHODISO TIMOTHY MOSIANE,** Defendant

Be pleased to take notice that in pursuance of a judgment dated the 26th day of August 1993 in the Supreme Court of Bophuthatswana and warrant of attachment dated the 1st day of August 1994, the immovable property listed hereunder will be sold in execution to the highest bidder by public auction **at 10:00** in front of the Magistrates Building, c/o Mark & De Kock Streets, Vryburg on **Friday, 23 February 1996:**

The property to be sold is: Certain Lot 1179, Huhudi, situated in the Administrative district of Vryburg, measuring 412 m^2 (four one two square metres), held by the Defendant by virtue of Leasehold No. TL 175/1988.

The property is also known as Kenilwe Restaurant.

Upon inspection of the property the following are reported: An 8 roomed house with plastered walls, a corrugated iron roof, 1 toilet and 1 outside toilet enclosed with a wire fence.

Take further notice that the conditions of sale will be read immediately prior to the sale and are lying for inspection at the office of the Deputy Sheriff Vryburg, Mark Street, Vryburg with telephone number (05391) 2140, during office hours.

Dated at Mafikeng on this 24th day of January 1996.

Smit & Kotzé Incorporated, Attorneys for Plaintiff, 29 Warren Street, Mafikeng. (Ref. Kotzé/S318/93/sh.)

KENNISGEWING VAN GEREGTELIKE VERKOPING VAN VASTE EIENDOM

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA (Provinsiale Afdeling Kaap Die Goeie Hoop). **Saak No. 14480/94.** In die saak tussen **MAXIPREST TYRES,** Eiser en **ERENS UYS TRANSPORT,** Verweerder. Ter uitvoering van 'n uitspraak in die Hooggeregshof van Suid-Afrika in die bovermelde saak, sal 'n veiling op **Donderdag, 29 Februarie 1996 om 10:00** voor die Landdroskantoor, Van Riebeekstraat, Heidelberg gehou word van die ondervermelde eiendom van die verweerder op die voorwaardes wat ter insae sal lê in die kantoor van die Balju van die Hooggeregshof, Swellendam. Erf 2198, 1002, 2199, 2200 in die Munisipaliteit van Helderberg. *Veilingvoorwaardes:* 1. Die volledige veilingvoorwaardes, wat net voor die veiling voorgelees sal word, lê ter insae in die kantoor van die Balju, Swellendam. 2. Die koper moet 'n deposito van 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 bougenootskap wat deur die eiser se prokureurs goedgekeur is, die waarborg aan die balju binne 14 dae na die verkoping verstrek te word.

Viljoen & Wasserman, Vonnisskuldeiser se prokureurs, Barnetstraat 32, Tuine.

NATAL

Case No. 81390/93
PH 308

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

In the matter between **ABSA BANK LIMITED** (UNITED BANK DIVISION) (CARD DIVISION), Judgment Creditor, and **GRAEME REEVE,** Judgment Debtor

In pursuance of judgment granted on the 19th of August 1994, in the Pretoria Magistrate's Court and under a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on the **8th of March 1996 at 10:00** at front entrance, Magistrate's Court, 22 Chancery Lane, Pinetown to the highest bidder:

Description: Lot 1362, situated in Westville, Administrative District of Natal, Province of KwaZulu-Natal, in extent two thousand and twenty three (2 023) square metres.

Street address: 7 Acacia Avenue, Westville, Durban.

Improvements: The following information is given but not guaranteed: Four bedrooms, two bathrooms, one shower, lounge, family room, dining-room, kitchen, one garage, one servants room, one laundry, house is build with bricks, tile roof.

Held by the Defendant in his name under Deed of Transfer No. T8106/83.

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.

2. The Purchaser shall pay the purchase price in cash or by bank guaranteed cheque on the day of the sale. In the event of the Purchaser having to obtain finance from a financial institution, the purchaser shall, on the day of the sale, produce written confirmation from the said financial institution to the effect that the Purchaser qualifies for a loan. The amount of the loan shall not be less than the purchase price.

3. The Purchaser shall be liable for payment of interest to the execution creditor and to the bondholder, if any, from date of sale to date of registration of transfer as set out in the conditions of sale.

4. Transfer shall be effected by the attorneys appointed by the Execution Creditor and the purchaser shall pay all transfer costs, current rates and 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, No. 2 Samkit Centre, 62 Caversham Road, Pinetown.

Dated at Johannesburg this 2nd of January 1996.

Routledges, Plaintiff's Attorneys, 16th Floor, Volkskas Centre, 230 Van der Walt Street, Pretoria. [Tel. (012) 320-6868.] (Ref. Z36532/T J van der Walt/ddt.)

Case No. 3158/95

IN THE SUPREME COURT OF SOUTH AFRICA

(Natal Provincial Division)

In the matter between **NEDCOR BANK LIMITED,** Plaintiff, and **AVOLENE ELIZABETH SWABY,** First Defendant, and **CHRISTOPHER JEROME McNAMARA,** Second Defendant

Take notice that pursuant to a judgment of the above Honourable Court, dated 24th November 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 23rd February 1996,** at the Sheriff's Offices, No. 6 Courtyard, Derek Hall, 172 Loop Street, Pietermaritzburg, to the highest bidder:

Sub 419 (of 354) of the farm New England 1462, situated in the City of Pietermaritzburg, Administrative District of Natal, in extent 758 (seven hundred and fifty-eight) square metres, held under Deed of Transfer No. T16654/93.

The property is situated at 21 Lyngary Road, Lincoln Meade, Pietermaritzburg, KwaZulu/Natal and is improved by a dwelling house constructed of brick under concrete tile roof consisting of 3 bedrooms, bathroom, dining room, lounge, kitchen and carport.

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 16 day of January 1996.

Tatham, Wilkes & Company, Plaintiff's Attorneys, 4th Floor, Fedlife House, 251 Church Street, Pietermaritzburg. (Ref. H. M. Drummond/G85.)

Case No. 3067/95

IN THE SUPREME COURT OF SOUTH AFRICA

(Natal Provincial Division)

In the matter between **NEDCOR BANK LIMITED,** Plaintiff, and **FREDERICK JOHN CHARLES SEXTON,** Defendant

Take notice that pursuant to a judgment of the above Honourable Court, dated 13th November 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 Howick, at **10:15 a.m. on the 23rd February 1996,** at the Sheriff's Offices, 12 Campbell Road, Howick, to the highest bidder:

Sub 10 of the farm Glen Arum 14413, situated in the Administrative District of Natal, in extent six comma six eight five nine (6,6859) hectares, held by the Mortgagor under Deed of Transfer No. T15251/87, subject to the conditions contained therein, especially the expropriation in terms of the Water Act being a permanent expropriation of 180 x 25 metres and a temporary expropriation of 180 x 5 metres.

The property is situated at Curries Post Road, Nottingham Road, KwaZulu/Natal and is improved by a dwelling house constructed of brick under slate roof consisting of 3 bedrooms, 3 bathrooms, lounge, dining room, family room, study, kitchen, garage, 4 storerooms and servant's quarters.

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, 12 Campbell Road, Howick.

Dated at Pietermaritzburg this 23 day of January 1996.

Tatham, Wilkes & Company, Plaintiff's Attorneys, 4th Floor, Fedlife House, 251 Church Street, Pietermaritzburg. (Ref. H. M. Drummond/G84.)

Case No. 3802/95

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KLIP RIVER HELD AT LADYSMITH

In the matter between **NEDCOR BANK LIMITED** (FORMELY NEDPERM BANK LIMITED), Plaintiff, and **BISHI MTHEMBU,** Defendant

In pursuance of a judgment in the Magistrate's Court, Ladysmith, and a warrant of execution issued on the 26th October, 1995 the following property will be sold in execution on the **5th March, 1996 at 15:00** at the Magistrate's Court, Ezakheni, to the highest bidder:

Unit A1352, Ezakheni, situated in the Ladysmith/Emnambithi Transitional Local Council Area, in extent 300 (three hundred) square metres.

The following information is furnished regarding the improvements, though in this respect nothing is guaranteed: Improved as follows: 3 bedroomed house with lounge, dining room, 1 bathroom/toilet, kitchen under tile roof.

Conditions of sale:

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

2. The purchase price shall be paid as to 10% thereof on the date of sale and the balance to be secured within fourteen (14) days thereafter by a bank or building society guarantee.

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

Dated at Ladysmith this 11th day of January, 1996.

Macaulay & Riddell, Plaintiff's Attorneys, 126 Murchison Street, Ladysmith.

Saak No. 3802/95

IN DIE LANDDROSHOF VIR DIE DISTRIK KLIPRIVIER GEHOU TE LADYSMITH

In die saak tussen **NEDCOR BANK BEPERK** (voorheen NEDPERM BANK BEPERK), Eiser, en **BISHI MTHEMBU,** Verweerder

In opvolging van 'n vonnis in die Landdroshof van Ladysmith, en 'n lasbrief tot eksekusie gedateer 26 Oktober, 1995 sal die ondergenoemde eiendom in eksekusie verkoop word op die **5de dag van Maart, 1996 om 15:00** te die Landdroshof, Ezakheni, aan die hoogste bieër:

Eenheid A1352, Ezakheni, geleë in die Ladysmith/Emnambithi Oorgangsraadgebied, groot 300 (driehonderd) vierkante meter.

Die volgende inligting oor die perseel word verstrek maar nie gewaarborg nie: Verbeterings soos volg: 3 slaapkamers, sitkamer, eetkamer, 1 badkamer, toilet, kombuis onder teëldak.

Voorwaardes van verkoping:

1. Die eiendom sal sonder voorbehoud verkoop word aan die hoogste bieër en is onderworpe aan die titelakte in sover as wat dit van toepassing is.

2. Tien persent (10%) van die koopprys sal betaal word op die dag van die verkoping en die balans sal binne 14 (veertien) dae betaal word of gewaarborg word deur 'n bank of bougenootskapwaarborg.

3. Die volle voorwaardes van verkoping, wat uitgelees sal word onmiddellik voor die verkoping 'n aanvang neem, sal by die kantoor van die Geregsbode, Ladysmith, ter insae lê.

Gedateer te Ladysmith op die 11de Januarie, 1996.

Macaulay & Riddell, Eiser se Prokureurs, Murchisonstraat 126, Ladysmith.

Case No. 31785/95

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

Between **NBS BANK LIMITED,** (Reg. No. 87/01384/06), Plaintiff, and **FATIMA LAHER,** Defendant

In pursuance of Judgment in the above action the immovable property listed hereunder shall be sold in execution to the highest bidder without reserve on the **27th February 1996 at 14:00** at the front entrance to the Magistrate's Court, Somtsseu Road, Durban.

(1) A unit consisting of:

(a) Section No. 28, as shown and more fully described on Sectional Plan No. SS239/93 in the scheme known as Cherry Lane in respect of the land and building or buildings situated at Sherwood, Local Authority Area of Durban, of which section the floor area, according to the said sectional plan, is one hundred and eighteen (118) 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 Garden No. G28, measuring fifty-one (51) square metres, being as such part of the common property, comprising the land and the scheme known as Cherry Lane in respect of the land and building or buildings situated at Sherwood, Local Authority Area of Durban, as shown and more fully described on Sectional Plan No. SS 239/93.

(3) An exclusive use area described as Yard No. Y28, measuring thirty-eight (38) square metres being as such part of the common property, comprising the land and the scheme known as Cherry Lane in respect of the land and buildings, situated at Sherwood, Local Authority Area of Durban, as shown and more fully described on Sectional Plan No. SS239/93.

Address: 28 Cherry Lane, Loon Road, Sherwood, Durban.

Improvements: Brick/wood/iron roof duplex house, comprising of: Open lounge; diningroom; kitchen with built-in cupboards (Oak); floors fully tiled; 3 bedrooms—floors tiled; main en suite with built-in-cupboards—toilet, wash basin; shower cubicle and wash basin (walls floors fully tiled); yard fully fenced with wire mesh/security guard at main entrance; house fully burglar guarded (Trelly door security gates); lock-up garage.

Town Planning Zoning: Special Residential.

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 or building society guarantee within 21 days.

The full conditions of Sale may be inspected at the offices of the Sheriff of the Magistrate's Court, 15 Milne Street, Durban.

Jackson & Ameen, Plaintiff's Attorney, 5th Floor, Fenton House, Fenton Road, Durban.

Case 448/91

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 **RADHIA BHANOO HARTLEY,** 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 **10:00 on Friday, the 23rd February, 1996:**

Description: Lot 44, Kenville, situated in the City of Durban, Administrative District of Natal, in extent one thousand and seventy-seven (1 077) square metres, held under Deed of Transfer No. T 20740/80;

Physical address: 11 Crown Road, Kenville, Durban, Natal.

Zoning: Special Residential.

The property consists of the following: All under one roof, brick paving courtyard entrance, tile roof, plaster walls, single garage, single storey residential dwelling, plastic roof front courtyard. House: Tile roof/plaster walls, canopy over entrance front, balcony at side, patio at back, storeroom, 1 × lounge tile floor, 1 × diningroom tile floor, 1 × scullery fitted cupboards, tiled floor & walls, 1 × kitchen fitted cupboards, fitted eye-level oven—tiled floor and walls, 1 × study—fitted carpet, 2 × bedrooms—built in cupboards—fitted carpets, 1 × bedroom—built in cupboards—fitted carpets, en-suite shower toilet/basin, 1 × bathroom (bath and basin) tiled floor and walls, 1 shower cubicle—tiled floor and walls, 1 × toilet—tiled floor and walls. Servants' quarters: Under main roof, 1 × room, 1 × toilet/shower. Basement: 2 × rooms, 1 × small room.

Nothing in this regard is guaranteed.

1. The sale shall be subject to the terms and conditions of the Supreme Court Act and the Rules made thereunder.

2. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price and the auctioneer's commission in cash immediately after the sale and the balance against transfer to be secured by a bank or building Society Guarantee, to be furnished to the Plaintiff's attorneys within 14 (fourteen) days after the date of sale, to be approved by the Plaintiff's Attorneys.

3. Transfer shall be effected by the attorneys for the Plaintiff and the purchaser shall pay all transfer dues, including transfer duty, current and/or arrear levies/rates and/or Value-Added Tax and other necessary charges to effect transfer upon request by the sale attorneys.

4. The full conditions of sale may be inspected at the offices of the Sheriff of the Supreme Court, Office and Sales Room, 15 Milne Street, Durban, Natal.

Dated at Durban this 15th day of January, 1996.

Goodrickes, Plaintiff's Attorneys, 24th Floor, 320 West Street, Durban, 4001. (Ref. Mr J. A. Allan/S.4174/mvr.)

Case No. 53349/94

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

In the matter between **NBS BANK LIMITED,** Plaintiff, and **JOHNNY REDDY,** 1st Defendant, **NEELA REDDY,** married in c.o.p., 2nd Defendant

In pursuance of a judgment in the above action the property listed hereunder will be sold in execution on **Tuesday the 27th day of February 1996 at 14:00** in front of the Magistrate's Court, Somtseu Road, Durban:

Description: Subdivision 116 of Lot 316 Duiker Fontein, situate in the City of Durban, Administrative District of Natal, Province of KwaZulu/Natal, in extent 1 167 square metres.

Postal address: 23 Mogul Crescent, Effingham Heights, Durban.

Improvements: 1 Dwelling consisting of face brick and tile, 1 lounge, 1 dining room, 1 T.V. room, 1 kitchen, laundry room, hob and extractor fan oven, 1 scullery, 1 bedroom, 1 toilet, washbasin, shower, 2 main en-suite, shower, washbasin, toilet, balcony, 1 main en-suite, jacuzzi, shower, washbasin, toilet, 1 bedroom, 1 double lock up garage.

Servant quarters: 1 room, toilet, shower.

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 15 Milne Street, Durban.

A substantial bank loan can be raised for an approved purchaser with prior approval.

Dated at Durban on this 17th day of January 1996.

Mulla and Mulla, Plaintiff's Attorneys, 2nd Floor, Halvert House, 412 Smith Street, Durban, 4000. (Tel. 307-7377.)

Case No. 6898/95

IN THE SUPREME COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between: **NEDCOR BANK LIMITED,** PLAINTIFF, and **VUSUMUZI RAYMOND MANUKUZA,** DEFENDANT

In pursuance of a judgement granted on the 29 November 1995 in the Supreme Court, Durban and Coast Local Division and under a writ of execution issued thereafter, the immovable property listed hereunder shall be sold in execution to the highest bidder on the **1st day of March 1996 at 10:00** at the entrance of the Magistrate's Court, Moss Street, Verulam.

Description of property: Ownership Unit No. K2215 in the Township of Kwa Mashu, District of Kwa Mashu, in extent three hundred and ninety three (393) square metres.

Physical address: K2215 Kwa Mashu.

Improvements: Brick under asbestos dwelling with water and lights consisting of: 2 bedrooms, 1 lounge, 1 kitchen, 1 toilet and 1 bathroom.

Zoning: Residential.

Nothing in the above is guaranteed.

The purchaser shall be required to pay a ten percent (10%) deposit of the purchase price and the auctioneers commission immediately after the sale, and the balance against transfer to be secured by a bank or building society guarantee to be furnished to the Sheriff within fourteen (14) days after date of sale.

The full conditions of sale may be inspected at the offices of the Sheriff, Supreme Court, 2 Mountview Shopping Centre, corner of Inanda and Jacaranda Road, Verulam.

Dated at Durban on this 16th day of January 1996.

Livingston Leandy Inc., Plaintiff's Attorneys, 9–12th Floors, First National Bank Building, corner of Field and Smith Streets, Durban. [Ref. Mrs Perumaul/CG/42S556047(47).]

Case No. 524/95

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

In the matter between: **NBS BANK LIMITED** (REG. No. 87/01384/06), Execution Creditor, and **MAHOMED RAFIQUE EBRAHIM,** First Execution Debtor, **AYESHA EBRAHIM,** Second Execution Debtor, **MAHOMED ASLUM EBRAHIM,** Third Execution Debtor, **HAJIRA BIBI EBRAHIM,** Fourth Execution Debtor

In pursuance of a judgment in the Court for the Magistrate of Pinetown and writ of execution dated 11 December 1995, the property listed hereunder will be sold in execution on **15 March 1996 at 10:00** at the front entrance to the Magistrate's Court, 22 Chancery Lane, Pinetown, to the highest bidder:

A unit consisting of:

(a) Section No Two (2) as shown and more fully described on Sectional Plan No. SS19/87 in the scheme known as Three Five O One in respect of the land and building or buildings situate at Queensburgh, situate in the Borough of Queensburgh, of which the floor area, according to the said sectional plan, is three hundred and eight (308) square metres in extent; and

(b) an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan.

Postal address: Factory 2, 25 Downie Crescent, Queensburg, KwaZulu-Natal.

Town planning zoning: Light industrial.

The following improvements are reported to be on the property, but nothing is guaranteed: A mini factory with office and ablutions.

Vacant possession is not 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 the office of the Sheriff for Pinetown. A substantial bank loan can be raised for an approved purchaser with prior approval.

Dated at Pinetown this 18th day of January 1996.

King & Associates, Attorney for Execution Creditor, 4th Floor, NBS Centre, Hill Street, Pinetown. (Tel. 701-1561.) (Ref. Mr Jenkins/nem/02/N012/366.)

Case No. 9637/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between **ABSA BANK LIMITED** (Number 86/04794/06), Plaintiff, and **MR VASUGARAN SARABEAH,** 1st Defendant, **MRS POOVISHNE SARABEAH,** 2nd Defendant

In execution of a judgment granted by the Supreme Court of South Africa (Durban and Coast Local Division) on the 30 October 1995 in the above-named suit, the following immovable property will be sold by public auction by the Sheriff of the Supreme Court, Chatsworth at the Chatsworth Magistrate's Court, Justice Street, Unit 5, Chatsworth, at **10:00 on Tuesday, the 27th February 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, Cha, namely:

Sub 478 of 2281 of Lot 101 Chatsworth, situated in the City of Durban, Administrative District of Natal, Province of KwaZulu/Natal, in extent 209 (two hundred and nine) square metres, which property is physically situated at 64 Arbour Avenue, Croftdene, Chatsworth 4092, and which property is held by the above-named Defendants under and by virtue of Deed of Transfer No. T23684/92.

Improvements: Without constituting a warranty of any nature, the property has been improved by the erection thereon of a block under corrugated asbestos dwelling consisting of lounge, kitchen, 2 bedrooms, 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 Sheriff's commission on the sale to be paid immediately in cash on the date of sale.

(b) All current and arrear rates, taxes, electrical, sanitary, water and other fees or charges to be paid in cash within 7 (seven) days of the date of sale together with costs of transfer and transfer duty.

(c) The balance of the purchase price together with interest at the rate of 16,25% (sixteen comma two five per cent) per annum compounded monthly in advance on the amount referred to in the conditions of sale to date of transfer both days inclusive, to be secured by an acceptable guarantee to be furnished within 14 (fourteen) days after the date of sale.

Dated at Durban this 11 January 1996.

Browne Brodie & Co., Plaintiff's Attorneys, 12th Floor, United Building, 291 Smith Street, Durban, 4001; P.O. Box 714, Durban, 4000. [Tel. (031) 304-7614/5.] (Ref. CMK/U045/007503/Mrs Chelin.)

Case No. 2663/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Natal Provincial Division)

In the matter between **STANDARD BANK OF SOUTH AFRICA LIMITED,** Plaintiff, and **ERIC JOSEPH SAMPSON,** 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 **1st day of March 1996 at 09:30** by the Sheriff of the Supreme Court, Derek Hall, 172 Loop Street, Pietermaritzburg, to the highest bidder for cash, without reserve:

Sub 77 of Lot 1486, Pietermaritzburg, situated in the City of Pietermaritzburg, Administrative District of Natal, in extent 598 (five hundred and ninety-eight) square metres, held under Deed of Transfer No. T30076/91.

The following information relating to the property is furnished but not guaranteed in any way:

1. The property is situated at 7 Da Gama Road, Grange, Pietermaritzburg, KwaZulu/Natal.

2. The property has been improved by the construction thereon of a three bedroomed dwelling with lounge/dining room, kitchen, bathroom/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 16th day of January 1996.

Austen Smith, Plaintiff's Attorneys, Walmsley House, 191 Pietermaritz Street, Pietermaritzburg. (Ref. P. R. J. Dewes/vmh/45/S0198/B4.)

Case No. 3413/95

IN THE SUPREME COURT OF SOUTH AFRICA

(Natal Provincial Division)

In the matter between **STANDARD BANK OF SOUTH AFRICA LIMITED,** Plaintiff, and **SIPHIWE BHEKITHEMBA QEDUKWAZI NDLOVU,** First Defendant, **SALAPHI JANET NDLOVU,** Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Natal Provincial Division), the following immovable property belonging to the abovenamend Defendants, will be sold in execution on the **1st day of March 1996 at 09:30** by the Sheriff of the Supreme Court, Derek Hall, 172 Loop Street, Pietermaritzburg, to the highest bidder for cash, without reserve:

Lot 81, Panorama Gardens, situated in the City of Pietermaritzburg, Administrative District of Natal, in extent 351 (three hundred and fifty-one) square metres held under Deed of Transfer No. T.5850/94.

The following information relating to the property is furnished but not guaranteed in any way:

1. The property is situated at 18 Youngwood Place, Panorama Gardens, Pietermaritzburg, KwaZulu/Natal.

2. The property has been improved by the construction thereon of a two bedroomed dwelling with lounge, kitchen, bathroom/toilet.

The conditions of sale may be inspected at the aforesaid offices of the Sheriff and at the offices of Austen Smith, Walmsley House, 191 Pietermaritz Street, Pietermaritzburg, KwaZulu/Natal during normal office hours.

Dated at Pietermaritzburg this 16th day of January 1996.

Austen Smith, Plaintiff's Attorneys, Walmsley House, 191 Pietermaritz Street, Pietermaritzburg. (Ref. P. R. J. Dewes/vmh/45/S0332/B5.)

Case No. 28422/92

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

In the matter between **NEDPERM BANK LIMITED,** Plaintiff, and **MHLABUNZIMA HENRY MAKHANYA,** Defendant

In pursuance of a Judgment in the above matter and under a Writ of Execution issued thereafter, the immovable property listed hereunder will be sold in execution on **28 February 1996,** at the main South entrance to the Magistrate's Court, Umlazi, (near the National and Kwazulu Flagpost) **at 10:00** to the highest bidder:

Description: Ownership Unit No. Z 2337 situated in the Township of Umlazi, District Umlazi in extent 466 square metres, represented and described on General Plan No. PB 130/1987 held by virtue of Deed of Grant No. G3439/88 signed at Ulundi this 30 May 1988.

Physical address: Z 2337 Umlazi.

Improvements: Single storey brick under tile dwelling comprising 3 x bedrooms, 1 x bathroom, 1 x kitchen, 1 x diningroom (the nature, extent, condition and existence of the improvements are not guaranteed and are sold "voetstoots").

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the Rules made thereunder.

2. The Purchaser shall pay 10% of the purchase price in cash or by bank guaranteed cheque at the time of the sale, the balance against transfer is to be secured by a bank or building society guarantee to be furnished within fourteen (14) days after the sale.

The full conditions may be inspected at the office of the Sheriff, Umlazi, or at the offices of Strauss Daly Inc.

Dated at Durban this 10 January 1996.

Strauss Daly Inc., Plaintiff's Attorney, 11th Floor, The Marine, 22 Gardiner Street, Durban. (Ref. Mrs. D. Varty/N0183/124.)

Case No. 418/94

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

In the matter between **KWAZULU FINANCE & INVESTMENT CORPORATION LIMITED,** Plaintiff, and **BHEKUMUZI SAMSON GUMEDE,** Defendant

In pursuance of judgment granted on 26 May 1994 in the Umlazi Magistrate's Court and under a Writ of Execution issued thereafter, the immovable property listed hereunder will be sold in execution on **28 February 1996, at 10:00,** the Main South Entrance to the Magistrate's Court, Umlazi (near the National Flag Post) to the highest bidder:

Description: A certain piece of land, being Ownership Unit No. V1002, in extent 445 square metres, situated in the Township of Umlazi, represented and described on General Plan No. B.A. 133/1973, held by virtue of Deed of Grant No. 3304/82.

Physical address: V1002, Umlazi Township.

Improvements: A double storey brick/plaster and slate dwelling (Ground Floor 55 m^2) and First Floor (92 m^2) comprising of 1 kitchen, 1 dining-room, 1 lounge, 3 bedrooms, 2 bathrooms, 1 w.c. and an attached garage. Municipal Electricity, Water Supply and Sanitation: Local Authority. Improvements: Fencing.

Nothing is guaranteed in respect of such improvements on the property.

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the Rules made thereunder.

2. The Purchaser shall pay the purchase price in cash or by bank guaranteed cheque on the day of the sale. In the event of the Purchaser having to obtain finance from a financial institution, the Purchaser shall on the day of the sale produce written information from the said financial institution to the effect that the Purchaser qualifies for a loan, which shall not be less than the purchase price.

The full conditions may be inspected at the offices of the Sheriff, Umlazi or at the offices of Strauss Daly Inc.

Dated at Durban this 12 January, 1996.

Strauss Daly Inc., Plaintiff's Attorneys, 11th Floor, The Marine, 22 Gardiner Street, Durban. (Ref. KFC1.508.)

Case No. 164/94

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

In the matter between **KWAZULU FINANCE & INVESTMENT CORPORATION LIMITED,** Plaintiff, and **MEHLOKAHLANGANI EMMANUEL MBONAMBI,** Defendant

In pursuance of a judgment granted on 10 February 1995 in the Umbumbulu Magistrate's Court and under a Writ of Execution issued thereafter, the immovable property listed hereunder will be sold in execution on **1 March 1996 at 10:00,** at the main East Entrance to the Magistrate's Court, Umbumbulu, to the highest bidder:

Description: A certain piece of land, being Ownership Unit No. 1208 (previously known as A1044/1), in extent 1 608 square metres, situated in the Township of Magabeni, represented and described on General Plan No. PB 302/1978, held by virtue of Deed of Grant No. G3089/75.

Physical address: 1208 (previously known as A1044/1), Magabeni.

Improvements: A single storey face-brick/brick and (I B R Corrugated iron) building (266.88 m^2) with verandah (24.61 m^2) (Ntendeni Supermarket). Municipal Electricity, Water Supply and Sanitation: Local Authority.

Nothing is guaranteed in respect of such improvements on the property.

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the Rules made thereunder.

2. The Purchaser shall pay the purchase price in cash or by bank guaranteed cheque on the day of the sale. In the event of the Purchaser having to obtain finance from a financial institution, the Purchaser shall on the day of the sale produce written information from the said financial institution to the effect that the Purchaser qualifies for a loan, which shall not be less than the purchase price.

The full conditions may be inspected at the offices of the Sheriff, Umbumbulu, or at the offices of Strauss Daly Inc.

Dated at Durban this 12 January, 1996.

Strauss Daly Inc., Plaintiff's Attorneys, 11th Floor, The Marine, 22 Gardiner Street, Durban. (Ref. KFC1.345.)

Case No. 2075/90

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

In the matter between **KWAZULU FINANCE & INVESTMENT CORPORATION LIMITED,** Plaintiff, and **BONGINKOSI DOMINIE RADEBE,** Defendant

In pursuance of judgment granted on 8 July 1991 in the Umlazi Magistrate's Court and under a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on **28 February 1996, at 10:00,** the Main South Entrance to the Magistrate's Court, Umlazi (near the National Flag Post) to the highest bidder:

Description: A certain piece of land, being Ownership Unit No. M563, in extent 375 square metres, situated in the Township of Umlazi, represented and described on General Plan No. BA38/1968, held by virtue of Deed of Grant No. G1908.

Physical address: M563 Umlazi.

Improvements: A single storey brick/plaster and asbestos dwelling (54m²) comprising of 1 kitchen, 1 lounge, 2 bedrooms, 1 bathroom and 1 wc. Municipal electricity, Water Supply and Sanitation: Local Authority. Improvements: Fencing-P/C Concrete.

Nothing is guaranteed in respect of such improvements on the property.

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.

2. The purchaser shall pay the purchase price in cash or by bank guaranteed cheque on the day of the sale. In the event of the purchaser having to obtain finance from a financial institution, the purchaser shall on the day of the sale produce written information from the said financial institution to the effect that the purchaser qualifies for a loan, which shall not be less than the purchase price.

The full conditions may be inspected at the offices of the Sheriff, Umlazi or at the offices of Strauss Daly Inc.

Dated at Durban this 11 January, 1996.

Strauss Daly Inc., Plaintiff's Attorneys, 11th Floor, The Marine, 22 Gardiner Street, Durban. (Ref. KFC1.662.)

Case No. 414/94

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

In the matter between **KWAZULU FINANCE & INVESTMENT CORPORATION LIMITED,** Plaintiff, and **SIPHO MHLONGO,** Defendant

In pursuance of judgment granted on 30 June 1994 in the Umlazi Magistrate's Court and under a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on **28 February 1996, at 10:00,** the Main South Entrance to the Magistrate's Court, Umlazi to the highest bidder:

Description: A certain piece of land, being Ownership Unit No. BB447, in extent 440 square metres, situated in the Township of Umlazi, represented and described on General Plan No. PB 409/1984, held by virtue of Deed of Grant No. G4196/86.

Physical address: BB447 Umlazi.

Improvements: A single storey brick/plaster and tile dwelling (73m²) comprising of 1 kitchen, 1 diningroom, 1 lounge, 3 bedrooms, 1 bathroom and 1 wc. Municipal electricity, Water Supply and Sanitation: Local Authority. Improvements: Garage (18m²), Verandah (8m²), concrete walling, concrete paving, awnings, burglar alarm, security gates & guards and E/L oven & hob.

Nothing is guaranteed in respect of such improvements on the property.

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.

2. The purchaser shall pay the purchase price in cash or by bank guaranteed cheque on the day of the sale. In the event of the purchaser having to obtain finance from a financial institution, the purchaser shall on the day of the sale produce written information from the said financial institution to the effect that the purchaser qualifies for a loan, which shall not be less than the purchase price.

The full conditions may be inspected at the offices of the Sheriff, Umlazi or at the offices of Strauss Daly Inc.

Dated at Durban this 11 January, 1996.

Strauss Daly Inc., Plaintiff's Attorneys, 11th Floor, The Marine, 22 Gardiner Street, Durban. (Ref. KFC1/391.)

Case No. 2119/91

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

In the matter between **KWAZULU FINANCE & INVESTMENT CORPORATION LIMITED,** Plaintiff, and **FANIZANA SAMSON MYEZA,** 1st Defendant, and **VIKINDUKU ZEPHANIA SHABALALA,** 2nd Defendant

In pursuance of judgment granted on 28 July 1992 in the Umlazi Magistrate's Court and under a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on **28 February 1996, at 10:00,** the Main South Entrance to the Magistrate's Court, Umlazi (near the National and KwaZulu Flag Post) to the highest bidder:

Description: A certain piece of land, being Ownership Unit No. Z472, in extent 327 square metres, situated in the Township of Umlazi, represented and described on General Plan No. PB 112/1979, held by virtue of Deed of Grant No. G005768/88.

Physical address: Z472, Umlazi Township.

Improvements: A single storey brick/plaster and asbestos dwelling (54m²) comprising of 1 kitchen, 1 lounge, 2 bedrooms, 1 bathroom and 1 wc. Municipal electricity, Water Supply and Sanitation: Local Authority. Improvements: Fencing mesh.

Nothing is guaranteed in respect of such improvements on the property.

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.

2. The purchaser shall pay the purchase price in cash or by bank guaranteed cheque on the day of the sale. In the event of the purchaser having to obtain finance from a financial institution, the purchaser shall on the day of the sale produce written information from the said financial institution to the effect that the purchaser qualifies for a loan, which shall not be less than the purchase price.

The full conditions may be inspected at the offices of the Sheriff, Umlazi or at the offices of Strauss Daly Inc.

Dated at Durban this 12 January, 1996.

Strauss Daly Inc., Plaintiff's Attorneys, 11th Floor, The Marine, 22 Gardiner Street, Durban. (Ref. KFC1.508.)

Case No. 4292/95

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 **PUCKREE JAGDESSI,** First Defendant, **AMARABATHY JAGDESSI,** Second Defendant

In pursuance of a judgment granted in the Supreme Court of South Africa, Durban and Coast Local Division, under Writ of Execution issued thereafter, the immovable property listed hereunder will be sold to the highest bidder without reserve at the entrance to the Magistrate's Court Building, Justice Street, Unit 5, Chatsworth, at **10:00 am on Tuesday, the 27th February, 1996:**

Description: Lot 643 (of 85) Chatsworth, situated in the City of Durban, Administrative District of Natal, in extent 1 000 (one thousand) square metres, held under Deed of Transfer No. T 26979/84.

Physical address: 12 Parkside Drive, Silverglen, Chatsworth, Natal.

Zoning: Special Residential.

The property consists of the following: Brick under tile roof dwelling, comprising 3 bedrooms (fully carpeted), 1 lounge, 1 diningroom (carpeted), 1 kitchen (built-in-cupboards & tiled), 1 toilet/bathroom, 1 bathroom, 1 verandah. The outbuildings comprise 1 double garage, 2 rooms, 1 bathroom/toilet.

Nothing in this regard is guaranteed.

1. The sale shall be subject to the terms and conditions of the Supreme Court Act and the Rules made thereunder.

2. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price and the auctioneer's commission in cash immediately after the sale and the balance against transfer to be secured by a bank or building society guarantee, to be furnished to the Plaintiff's attorneys within 14 (fourteen) days after the date of sale, to be approved by the Plaintiff's Attorneys.

3. Transfer shall be effected by the attorneys for the Plaintiff and the purchaser shall pay all transfer dues, including transfer duty, current and/or arrear levies/rates and/or Value-Added Tax and other necessary charges to effect transfer upon request by the sale attorneys.

4. The full conditions of sale may be inspected at the offices of the Sheriff of the Supreme Court, 7 Highway Place, Mobeni Heights, Natal.

Dated at Durban this 4th day of January, 1996.

Goodrickes, Plaintiff's Attorneys, 24th Floor, 320 West Street, Durban, 4001. (Ref. J. A. Allan/S.8573/mvr.)

Case No. 4295/95

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 **NEWHAVEN HOMES CC,** First Defendant, **ALAN DAVID WOOLNOUGH,** 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 on Friday, the 23rd February, 1996:**

Description: Sub 15 of the Farm Vivian No. 14180, situated in the Township of Waterfall and in the Port Natal-Ebhodwe Joint Services Board Area, Administrative District of Natal, Province of KwaZulu Natal, in extent 2 077 (two thousand and seventy-seven) square metres, held under Deed of Transfer No. T 27232/90.

Physical address: 7 Link Road, Waterfall, Natal.

Zoning: Special Residential.

The property consists of the following: Single storey brick under tile roof dwelling comprising an entrance hall, 1 lounge, 1 diningroom, 1 study, 1 kitchen, 1 laundry, 3 bedrooms, 1 bathroom/toilet, 1 toilet, 1 shower and 1 bar.

There are no outbuildings.

There is a cottage comprising 1 kitchen, 1 toilet, 1 lounge, 1 shower and 1 bedroom.

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 3rd day of January, 1996.

Goodrickes, Plaintiff's Attorneys, 24th Floor, 320 West Street, Durban, 4001. (Ref. J. A. Allan/S.8576/mvr.)

Case No. 6256/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between **ABSA BANK LIMITED,** Plaintiff, and **MR MAHOMED FAZAL RAZAK,** 1st Defendant, **MRS FATHIMA BIBI RAZAK,** 2nd Defendant

In execution of a Judgment granted by the Supreme Court of South Africa, Durban and Coast Local Division on the 17 October 1994 in the above-named suit, the following immovable property will be sold by public auction by the Sheriff of the Supreme Court, Chatsworth at the Chatsworth Magistrate's Court, Justice Street, Unit 5, Chatsworth at **10:00 on Tuesday, the 27th February 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 4845 (of 4814) of the Farm Chat Seven No. 14780, situated in the City of Durban, Administrative District of Natal, in extent three hundred and forty-four (344) square metres, now known as Sub 4845 (of 4814) of Lot 107 Chatsworth, situated in the City of Durban, Administrative District of Natal, in extent three hundred and forty-four (344) square metres, which property is physically situated at 23 Sorrento Place, Moorton, Chatsworth, and which property is held by the above-named Defendants under and by virtue of Deed of Transfer No. T28331/93.

Improvements: Without constituting a warranty of any nature, the property has been improved by the erection thereon of Brick under asbestos dwelling consisting of: Lounge, diningroom, kitchen, 3 bedrooms, 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 Sheriff's commission on the sale to be paid immediately in cash on the date of sale.

(b) All current and arrear rates, taxes, electrical, sanitary, water and other fees or charges to be paid in cash within 7 (seven) days of the date of sale together with costs of transfer and transfer duty.

(c) The balance of the purchase price together with interest at the rate of 15,25% (fifteen comma two five per cent) per annum compounded monthly in advance on the amount referred to in the conditions of sale to date of transfer both days inclusive, to be secured by an acceptable guarantee to be furnished within 14 (fourteen) days after the date of sale.

Dated at Durban this 10 January 1996.

Browne Brodie & Co., Plaintiff's Attorneys, 12th Floor, United Building, 291 Smith Street, Durban, 4001, P.O. Box 714, Durban, 4000. Telephone (031) 304-7614/5.) (Ref. CMK/A332/038182/Mrs Chelin.)

Case No. 9760/95

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 SADEK KHAN,** 1st Defendant, and **MRS RASHIDA KHAN,** 2nd Defendant

In execution of Judgment granted by the Supreme Court of South Africa, Durban and Coast Local Division on the 14 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 the Chatsworth Magistrate's Court, Justice Street, Unit 5, Chatsworth at **10:00 on Tuesday, the 27th February 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:

Lot 1859, Shallcross (Extension No. 1), situated in the Development Area of Shallcross, Administrative District of Natal, in extent five hundred and twenty-nine (529) square metres; which property is physically situated at 19 Wingen Walk, Shallcross, 4093, and which property is held by the above-named Defendants under and by virtue of Deed of Transfer no. T27665/87.

Improvements: Without constituting a warranty of any nature, the property has been improved by the erection thereon of block under tile dwelling consisting of lounge, kitchen, 3 bedrooms, bathroom, separate 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 to 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 13 December 1995.

Browne Brodie & Co., Plaintiff's Attorneys, 12th Floor, United Building, 291 Smith Street, Durban, 4001; P.O. Box 714, Durban, 4000. [Telephone: (031) 304-7614/5.] (Docex 71.) (Ref. CMK/A0034/48/Mrs Chetty.)

Case No. 4159/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between **KWAZULU FINANCE AND INVESTMENT CORPORATION LIMITED,** Execution Creditor, and **JEROME SELBY DUMISANI MAJOZI,** Execution Debtor

In pursuance of a Judgment in the Supreme Court of South Africa, Durban and Coast Local Division, and writ of execution dated 2 August 1994, the property listed hereunder will be sold in execution on **16 February 1996 at 10:00,** at the front entrance to the Magistrate's Court, 22 Chancery Lane, Pinetown, to the highest bidder:

All the Execution Debtor's right, title and interest in and to the Leasehold over Lot 322, Klaarwater, situated in the Administrative District of Natal, Province of KwaZulu Natal, in extent six hundred and forty-one (641) square metres.

Postal address: Lot 322, Klaarwater, Pinetown, KwaZulu-Natal.

Town Planning Zoning: Residential.

The following improvements are reported to be on the property, but nothing is guaranteed: A single storey concrete block and tile dwelling consisting of lounge, diningroom, kitchen, 3 bedrooms, 1 bathroom, 1 wc.

Vacant possession is not 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 the Office of the Sheriff for Pinetown. A substantial bank loan can be raised for an approved purchaser with prior approval.

Dated at Pinetown this 5th day of January 1996.

King & Associates, Attorney for Execution Creditor, 4th Floor, NBS Centre, Hill Street, Pinetown. (Tel. 7011561.) (Ref. Mr Jenkins/nem/02/K061/018.)

Case No. 42136/95

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

In the matter between **ALLIED BANK,** Execution Creditor, and **ZIBUYILE VERONICA DIMBA,** Execution Debtor/s

In pursuance of Judgment in this action the following immovable property shall be sold in execution on **Thursday, 29th February 1996 at 10:00** in front of the Magistrate's Court, Somtseu Road Entrance, Durban, to the highest bidder.

Lot 4774, Isipingo (Extension N. 42), situated in the Borough of Isipingo and in the Port Natal-Ebhodwe Joint Services Board Area, Administrative District of Natal, in extent 318 (three hundred and eighteen) Square Metres, situated at 92 Orient Drive, Orient Hills, Isipingo.

Improvements: Single storey house under tile roof consisting of: 3 bedrooms, kitchen lino floor, fitted cupboards, toilet tiled, bathroom, bath and basin, lounge carpeted.

Town planning: Zoning: Residential. Special privileges: Nil.

Nothing is guaranteed in these respects.

Material conditions:

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/035057.)

Case No. 1254/95

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 SITHLAPERSAD JUGRAJ,** 1st Defendant, and **MRS BONMEE JUGRAJ,** 2nd Defendant

In execution of a Judgment granted by the Supreme Court of South Africa, Durban and Coast Local Division on the 29 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 Chatsworth at the Chatsworth Magistrate's Court, Justice Street, Unit 5, Chatsworth at **10:00 on Tuesday, the 27th February 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 691 of 2281 of the Farm Chat One No. 14542, situated in the City of Durban, Administrative District of Natal, in extent 186 (one hundred and eighty six) square metres, now known as:

Sub 691 (of 2281) of Lot 101, Chatsworth, situated in the City of Durban, Administrative District of Natal, in extent 186 (one hundred and eighty six) square metres; which property is physically situated at 34 Democrat Street, Unit 5, Chatsworth, 4092, and which property is held by the above-named Defendants under and by virtue of Deed of Transfer No. T 5224/91.

Improvements: Without constituting a warranty of any nature, the property has been improved by the erection thereon of block/brick under asbestos dwelling consisting of: lounge, diningroom, kitchen, 5 bedrooms, shower/toilet, separate shower, separate toilet, verandah, basement consisting of: kitchen, bedroom, toilet/shower.

Zoning: The property is zoned for special residential purposes and enjoys no special consents in respect of its zoning.

Terms: The purchase price will be payable subject to the conditions of sale, as follows:

(a) 10% (ten per cent) of the purchase price together with the Deputy Sheriff's commission on the sale to be paid immediately in cash on the date of sale.

(b) All current and arrear rates, taxes, electrical, sanitary, water and other fees or charges to be paid in cash within 7 (seven) days of the date of sale together with costs of transfer and transfer duty.

(c) The balance of the purchase price together with interest at the rate of 16,25% (sixteen comma two five per centum) per annum compounded monthly in advance on the amount referred to in the conditions of sale to date of transfer both days inclusive, to be secured by an acceptable guarantee to be furnished within 14 (fourteen) days after the date of sale.

Dated at Durban this 22 January 1996.

Browne Brodie & Co., Plaintiff's Attorneys, 12th Floor, United Building, 291 Smith Street, Durban, 4001; P.O. Box 714, Durban, 4000/Docex 71. [Tel. (031) 304-7614/5.] (Ref. CMK/A003495/Mrs Chetty.)

Case 27118/95

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

In the matter between **NEDCOR BANK LIMITED,** Plaintiff, and **NAVENDRAN PILLAY,** First Defendant, and **MARIAMAH PILLAY,** Second Defendant

In pursuance of a Judgment in this action, the following immovable property shall be sold in execution on **Friday, 1st March 1996, at 10:00** at the Sheriff's Office, 1 Savell Place, Scottburgh South to the highest bidder:

Lot 266, Craigieburn (Extension No. 5), situated in the Development Area of Cragieburn and in the Southern Natal Joint Services Board Area, Administrative District of Natal in extent 260 square metres, 65 Lotus Drive, Umkomaas.

Improvements: A double storey house consisting of: 3 bedrooms, 1 kitchen, lounge and diningroom combined and 1 bathroom and toilet combined.

Nothing is guaranteed in these respects.

Material conditions:

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 (fourteen) days after the date of sale.

2. The full conditions may be inspected at the offices of the Sheriff of the Court, Scottburgh South or at our Offices.

Dated at Durban this 19th day of January 1996.

Meumann & White, Plaintiff's Attorneys, 4th Floor, Founders House, 15 Parry Road, Durban. (Ref. Mr. Berry/vdg/033408.)

Case No. 68008/95

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

In the matter between **FIDELITY BANK LIMITED,** Execution Creditor, and **LINGANAGAI GOVINDASA,** Execution Debtor

In pursuance of a judgment granted on 6 December 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 **27 February 1996** in front of the Magistrate's Court-house, Chatsworth, 1 Justice Street, Chatsworth **at 10:00** to the highest bidder:

Description: (A) Sub 57 of Lot 3, Chatsworth, situated in the City of Durban, Administrative District of Natal, Province of KwaZulu/Natal, in extent 1 316 (one thousand three hundred and sixteen) square metres, held under Deed of Transfer T1519/1991, physical address 194 Heron Street, Kharwastan.

Improvements: Brick under tile dwelling comprising lounge, kitchen, 4 bedrooms, 1 diningroom, 1 laundry, separate bathroom, family room, toilet, outbuildings comprising of 2 garages, 2 servants quarters, shower/toilet. Other: Prayer room (the nature, extent, condition and existence of the improvements are not guaranteed, and are sold "voetstoots).

Conditions:

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.

2. The purchaser shall pay 10% of the purchase price in cash or by bank guaranteed cheque at the time of the sale, the balance against transfer 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 requested 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, 2 Oak Street, Kharwastan.

Dated at Durban this 25th day of January 1996.

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. 70084/92

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

In the matter between **A BAKER BROS & SONS,** Plaintiff, and **KESEVAL NAIDOO** T/A ZEBRA FORCE SECURITY aka **KASAVEN NAIDOO,** Defendant

In pursuance of a judgment granted on the 29th day of January 1993, in the Magistrate Court, Durban, and under writ of execution issued thereafter, the immovable property of the Defendant listed under shall be sold in execution by the Sheriff, Inanda Area 2, to the highest bidder on the **4th day of March 1996 at 09:00 a.m.** at the front entrance of the Magistrate's Court, Tower Building, Wick Street, Verulam:

The property Lot 439, Earlsfield, situated in the City of Durban, Administrative District of Natal, in extent four hundred and twenty eight (428) square metres, postal address 61 Everfield Grove, Earlsfield, Newlands West.

Improvements: Brick under tile dwelling comprising of 3 bedrooms, 1 lounge, 1 kitchen, 1 toilet and bathroom.

Nothing is guaranteed in respect of these material conditions.

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.

2. The full conditions of the sale may be inspected at the offices of the Sheriff of the Magistrate's Court, Suite 7, Foresum Centre, 314 Old Main Road, Tongaat.

3.1 The purchaser shall pay the deposit of ten per cent (10%) of the purchase price in cash immediately after the sale and the balance against transfer to be secured by a bank or building society guarantee and to be furnished to the Sheriff of the Magistrate's Court or auctioneer within fourteen (14) days after the sale.

3.2 The purchaser shall be liable for payment of interest at the rate of twelve per cent (12%) per annum to the Plaintiff on the respective amount to be awarded on the plan of the distribution from the date of sale to date of transfer, both days inclusive.

3.3 The purchaser shall be liable to pay interest on the mortgage bonds registered on the property, from the date of sale to date of transfer, both days inclusive.

4. Payment of the Sheriff's and auctioneer's fees by the purchaser is payable in cash on the day of the sale.

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, taxes and other charges necessary to effect transfer, on request by the said attorneys.

Dated at Durban on this the 25 day of January 1996.

Messrs P. R. Maharaj & Company, Suite 1601, Nedbank House, 30 Albert Street, Durban. (Tel. 306-2728/9.) (Ref. AMD/RV/B 1397.)

Case No. 3259/95

IN THE SUPREME COURT OF SOUTH AFRICA

(Natal Provincial Division)

In the matter between **NBS BANK LIMITED** (Reg. No. 87/01384/06), Judgment Creditor, and **ANIEL MATABADAL,** 1st Judgment Debtor, and **PRANEETHA MATABADAL,** 2nd Judgment Debtor

In pursuance of a judgment in the above Court and writ of execution dated 15 December 1995, the immovable property listed hereunder will be sold in exectution on **Thursday, 29 February 1996 at 10:00 a.m.,** by the Sheriff for the Supreme Court, Estcourt, in front of the Magistrate's Court, Estcourt, to the highest bidder without reserve, subject to the conditions of sale that will be read out by the auctioneer.

Lot 413, Estcourt Extension 1, situated in the Borough of Estcourt, Administrative District of Natal, in extent 2 064 (two thousand and sixty-four) square metres, situated at 40 Brewitt Road, Berea, Estcourt, held by Judgment Debtor under Deed of Transfer No. T3081/93.

The following information is given about the immovable property but is not guaranteed:

Zoning: Special Residential.

Improvements: The main building is a single storey detached dwelling with walls of concrete *in situ* under a corrugated iron roof. The floor consists of parquet and tiles. The dwelling consists of a lounge, kitchen, 3 bedrooms, 1 bathroom and 1 wc; the outbuildings consist of 1 garage, 1 servant's room, 1 storeroom and 1 wc, of similar construction to the main building; the boundary is fenced.

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

Dated at Pietermaritzburg this 17th day of January 1996.

Venn, Nemeth & Hart Inc., Judgment Creditor's Attorneys, 281 Pietermaritz Street, Pietermaritzburg. (Ref. ABB/06:N.2385/93.)

Case No. 64995/95

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

Between **NBS BANK LIMITED** (Reg. No. 87/01384/06), Plaintiff, and
DENNIS CHRISTOPHER VALAYADUN, GOVINDAMMA VALAYADUN, Defendants

In pursuance of judgment in the above action the immovable property listed hereunder shall be sold in execution to the highest bidder without reserve on the **27th February 1996 at 10:00** at the front entrance to the Magistrate's Court, Chatsworth.

Sub 1626 (of 2275) of Lot 101 Chatsworth situated in the City of Durban, Administrative District of Natal, in extent 228 square metres.

Address: 15 Woodhurst Avenue, Croftdene, Chatsworth.

Improvements: Semi-detached brick under asbestos roof dwelling comprising of 3 bedrooms, lounge, kitchen, separate bathroom and toilet.

Town-planning zoning: Special Residential.

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 or building society guarantee within 21 days.

The full conditions of sale may be inspected at the offices of the Sheriff of the Magistrate's Court, Chatsworth.

Jackson & Ameen, Plaintiff's Attorneys, 5th Floor, Fenton House, Fenton Road, Durban.

Case No. 65233/95

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

Between **NBS BANK LIMITED** (Reg. No. 87/01384/06), Plaintiff and **MAHALINGUM MOOPANAR, CYNTHIA MOOPANAR,** Defendants

In pursuance of judgment in the above action the immovable property listed hereunder shall be sold in execution to the shall be sold in execution to the highest bidder without reserve on the **27th February 1996 at 10:00** at the front entrance to the Magistrate's Court, Chatsworth.

Sub 2897, of Chat Twelve of the farm, Chatsworth No. 834, situated in the City of Durban, Administrative District of Natal, in extent 237 square metres. Now known as Sub 89 of Lot 112, Chatsworth, situated in the City of Durban, in extent 237 square metres.

Address: 46 Sunset Avenue, Woodhurst, Chatsworth.

Improvements: Semi-detached brick under asbestos roof dwelling comprising of 3 bedrooms, lounge, kitchen, separate bathroom and toilet.

Town-planning zoning: Special Residential.

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 or building society guarantee within 21 days.

The full conditions of sale may be inspected at the offices of the Sheriff of the Magistrate's Court, Chatsworth.

Jackson & Ameen, Plaintiff's Attorney, 5th Floor, Fenton House, Fenton Road, Durban.

Case No. 2609/95

IN THE SUPREME COURT OF SOUTH AFRICA

(Natal Provincial Division)

In the matter between **FIRST NATIONAL BANK LTD,** Plaintiff, and **YUSUF AMEEN,** First Defendant,
ASHRUF AMEEN, Second Defendant

In pursuance of a judgment in the Supreme Court at Pietermaritzburg dated the 9 October 1995, the following immovable property will be sold in execution on the **8 day of March 1996 at 10:30** at the Sheriff's sale room, 12 Campbell Road, Howick, KwaZulu/Natal, to the highest bidder:

Sub 18 of Lot 26 Howick West, situated in the Howick Transitional Local Council Area, Administrative District of Natal, Province of KwaZulu/Natal, in extent of 1 986 square metres represented and situated at 7 Rosedene Road, Howick West.

Material conditions of sale: The purchaser shall pay ten per centum (10%) of the purchase price in cash at the time of the sale and the balance shall be paid or secured by a bank or building society guarantee approved by the Execution Creditor's attorneys, to be furnished to the Sheriff of the Supreme Court, 12 Campbell Road, Howick, 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 Supreme Court, 12 Campbell Road, Howick, KwaZulu/Natal.

Dated at Pietermaritzburg this 15 day of January 1996.

P. J. M. Seymour, for Mason Weinberg, Execution Creditor's Attorney, Third Floor, Fedlife House, 251 Church Street, Pietermaritzburg.

Case No. 256/95

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

Between **NBS BANK LIMITED** (Reg. No. 87/01384/06), Plaintiff, and **PRADIP MAHABEER RAMLALL, MAUREEN JENNIFER RAMLALL,** Defendants

In pursuance of judgment in the above action the immovable property listed hereunder shall be sold in execution to the highest bidder without reserve on the **27th February 1996 at 10:00** at the front entrance to the Magistrate's Court, Chatsworth:

Sub 221 (of 87) of Lot Crossmoor No. 15061, situated in the City of Durban, Administrative District of Natal, in extent 309 square metres.

Address: 15 Waterlily Lane, Crossmoor, Chatsworth.

Improvements: Block under asbestos roof dwelling comprising of Lounge; Kitchen; Diningroom; 3 Bedrooms; Toilet and Bath.

Town Planning Zoning: Special Residential.

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 or building society guarantee within 21 days.

The full conditions of sale may be inspected at the offices of the Sheriff of the Magistrate's Court, Chatsworth.

Jackson & Ameen, Plaintiff's Attorney, 5th Floor, Fenton House, Fenton Road, Durban.

Case No. 23721/94

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

Between **NBS BANK LIMITED** (Reg. No. 87/01384/06), Plaintiff, and **ROYCHAND MOHANLALL, REENAWATHEE MOHANLALL,** Defendants

In pursuance of judgment in the above action the immovable property listed hereunder shall be sold in execution to the highest bidder without reserve on the **27th February 1996 at 10:00** at the front entrance to the Magistrate's Court, Chatsworth:

Lot 151, Silverglen, situated in the City of Durban, Administrative District of Natal, in extent 934 square metres.

Address: 8 Greenview Road, Silverglen, Chatsworth.

Improvements: Brick under Tile roof Dwelling Comprising of 6 Bedrooms; Lounge; Diningroom; Kitchen Tiled, with b.i.c. toilet/bathrooms; toilet. Outbuilding—Garage; 2 Rooms; Kitchen; Toilet/Bathroom; Property Fenced; Tarred Yard; Driveway.

Town Planning Zoning: Special Residential.

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 or building society guarantee within 21 days.

The full conditions of sale may be inspected at the offices of the Sheriff of the Magistrate's Court, Chatsworth.

Jackson & Ameen, Plaintiff's Attorneys, 5th Floor, Fenton House, Fenton Road, Durban.

Case No. 5377/91

IN THE SUPREME COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between **BANKORP LIMITED,** Plaintiff, and **CHARISMA HOMES CC,** 1st Defendant, **JAGADESAM GOVENDER,** 2nd Defendant, **RAGINI DEVI GOVENDER,** 3rd Defendant

Pursuant to an Order of the Supreme Court of South Africa (Durban and Coast Local Division), Durban, and writ of execution dated the 4 January 1994, the following property will be sold by public auction to the highest bidder on **Tuesday, the 27th day of February 1996 at 10:00,** at Chatsworth Magistrate's Court, Justice Street, Unit 5, Chatsworth, namely:

Sub 302 of Lot 3 Chatsworth, situated in the City of Durban, Administrative District of Natal, Province of KwaZulu/Natal, in extent 1 721 square metres and held under Deed of Transfer No. T29774/1984.

Physical address: Hawk Street, Chatsworth.

Conditions of sale: The property will be sold to the highest bidder on the conditions laid down in the conditions of sale which may be perused at the offices of the Sherif at 6 Gosai Centre, 56 Greendale Road, Silverglen, Chatsworth, or at the offices of the Plaintiff's Attorneys, Pinetown.

Dated at Pinetown this 4th day of January 1996.

Geyser, Liebetrau, Du Toit & Louw, Plaintiff's Attorneys, 4th Floor, Chartered House, 75 Crompton Street, Pinetown. (Ref. ATK/ai/T418.)

Case No. 53852/92

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

In the matter between: **SENDIT INVESTMENTS (PTY) LTD** T/A IMPACT MAINTENANCE SERVICES, Execution Creditor, and **RONALD EDWARD DOUBELL,** Execution Debtor

In pursuance of a judgment granted on 22 September 1994 in the Magistrate's Court, Durban, and under a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on **Friday, 1 March 1996 at 11:00** at the Sheriff's Sale Room, 277 Berg Street, Pietermaritzburg, Kwazulu/Natal to the highest bidder according to the conditions of sale which will be read out by the Sheriff of the Court, Pietermaritzburg, at the time of the sale.

Description: Remainder of Lot 44, Claveshay, situated in the Pietermaritzburg/Msunduzi Transitional Local Council, Administrative District of Natal, Province of KwaZulu/Natal, in extent one thousand and fifty four (1 054) square metres.

Improvements: Single storey dwelling house constructed of face brick and concrete under tile roof consisting of 4 bedrooms, 2 bathrooms, separate toilet and shower, living room, dining room, laundry and kitchen together with double garage, swimming pool with recreation area, servant quarters and is surrounded by a wall.

Residential address: 6 Oak Lane, Cleland, Pietermaritzburg, KwaZulu/Natal.

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 property shall be sold to the highest bidder at the sale.

3. The purchaser shall pay 10% of the purchase price immediately the sale is concluded, and the balance upon transfer of the property into his name, to be secured by a bank or building society guarantee delivered to the Sheriff of Court, Pietermaritzburg, within seven (7) days of the date of sale.

4. Should the Purchaser fail to carry out any of the conditions of sale, the 10% deposit referred to above will be forfeited. The full conditions may be inspected at the offices of the Sheriff of the Court, Pietermaritzburg.

Dated at Durban on this 11th day of January 1996.

E R Browne & Sons, Execution Creditor's Attorneys, 73 Musgrave Road, Durban (DX 28). (Tel. 202-7122.) (Ref. Mr Turner/lt/l10-1.)

Case 3235/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Natal Provincial Division)

In the matter between: **ESKOM FINANCE COMPANY (PTY) LIMITED,** Judgment Creditor, and **GANIGANI JAMES ZONDI,** Judgment Debtor

In pursuance of a judgment in the above Court and writ of execution dated 14 November 1994, the immovable property listed hereunder will be sold in execution **at 11:00** on **Tuesday, 27 February 1996** at the Magistrate's Court, Bell Street, Greytown, by the Sheriff for the Supreme Court, Greytown, to the highest bidder without reserve, subject to the conditions of sale that will be read out by the auctioneer:

Lot 329 Enhlalakahle, situated in the Administrative District of Natal, in extent 323 (three hundred and twenty three) square metres, situate at 612 Khamba Street, Enhlalakahle, Greytown, held by judgment debtor under Deed of Transfer No. TL. 361/1989.

The following information is given about the immovable property but is not guaranteed:

Zoning: Special Residential.

Improvements: A single storey dwelling constructed of block under corrugated iron roof, comprising 3 bedrooms, lounge, dining room, kitchen, bathroom and wc.

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

Dated at Pietermaritzburg this 15th day of January 1996.

Venn, Nemeth & Hart Inc., Judgment Creditor's Attorneys, 281 Pietermaritz Street, Pietermaritzburg. (Ref. A. B. Burnett/dw/06N2385/93.)

Case No. 10549/89

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

In the matter between: **ABSA BANK LIMITED,** Plaintiff, and **MUNIAMMA,** Defendant

In pursuance of a judgment granted on the 12 April 1989 in the Court of the Magistrate, Chatsworth, and under a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on **27 February 1996 at 10:00** in front of the Magistrate's Court, 1 Justice Street, Chatsworth:

Description: A certain piece of land being: Sub 782 of Chat Two of the farm Chatsworth No. 834, which has been renumbered to: Sub 782 of Lot 102 Chatsworth, situated in the City of Durban, Administrative District of Natal, Province of KwaZulu-Natal, in extent 186 square metres.

Postal address: House 520 Road 320, Unit 3, Chatsworth.

Improvements: 1 Semi detached double storey block under asbestos roof dwelling comprising of 1 lounge, 1 kitchen, 2 bedrooms, 1 toilet and 1 bathroom: Outbuildings: 1 Garage, 1 room, 1 kitchen and 1 toilet/bathroom.

Town planning zoning: Special Residential.

Nothing is guaranteed in the above respects.

Material conditions:

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the Rules made thereunder.

2. (a) The purchaser shall pay a deposit of 10% (ten per centum) of the purchase price and the auctioneer's commission immediately after the sale, and the balance (including the payment of the undermentioned interest) against transfer to be secured by a bank or building society guarantee to be furnished to the Sheriff of the Magistrate's Court within 14 days after the sale. The said guarantee shall be approved by the Plaintiff's attorneys.

(b) The purchaser shall be liable for the payment of interest at the rate payable to the Plaintiff at the time of the sale on the amount of the Plaintiff's claim from date of the sale (and in the event of there being any other preferent creditor, then the interest payable upon such preferent creditor's claim) until the date of transfer, both days inclusive.

3. Transfer shall be effected by the Attorneys for the Plaintiff and the purchaser shall pay all transfer costs, including arrear and current rates, sewerage connection fees (if any), taxes, VAT, and all other charges necessary to effect transfer on request by the said Attorneys.

The full Conditions of sale may be inspected at the office of the Sheriff for the Magistrate's Court, 12 Oak Avenue, Kharwastan, Chatsworth, and at the offices of David Gardyne & Partners, 8th Floor, JBS Building, 78 Field Street, Durban.

Dated at Durban on this 3rd day of January 1996.

David Gardyne & Partners, Plaintiff's Attorneys, 8th Floor, JBS Building, 78 Field Street, Durban. (Ref: Mr D Gardyne/VL/GAL1745.)

Case No. 2518/95

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

In the matter between **ABSA BANK LIMITED,** Plaintiff, and **KASHI DHARMALINGUM REDDY,** Defendant

In pursuance of a judgment granted on the 22 September 1995 in the Court of the Magistrate, Chatsworth, and under a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on **27 February 1996 at 10:00,** in front of the Magistrate's Court, 1 Justice Street, Chatsworth:

Description: A certain piece of land being Lot 923, Umhlatuzana, situated in the City of Durban, Administrative District of Natal; measuring 2 559 square metres, postal address 19—39th Avenue, Umhlatuzana, Chatsworth.

Improvements: Two properties: Dwelling 1: 1 Brick under tile roof dwelling comprising 1 lounge, dining room, 3 bedrooms, 1 kitchen, 1 bathroom and toilet, 1 garage. Dwelling 2: 1 Face brick under tile roof dwelling comprising 1 lounge (carpeted), 1 dining room (tiled), 1 TV lounge (tiled), 3 bedrooms (all carpeted), 1 kitchen with bic and scullery (tiled); 1 separate toilet (tiled), 1 bathroom, toilet and shower (tiled); Double garage: Entrance to garage brick paved.

Town planning zoning: Special Residential (minimum plot siz 650 square metres). Nothing is guaranteed in the above respects.

Material conditions:

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act, and the rules made thereunder.

2. (a) The purchaser shall pay a deposit of 10% (ten per centum) of the purchase price and the auctioneer's commission immediately after the sale, and the balance (including the payment of the undermentioned interest) against transfer to be secured by a bank or building society guarantee to be furnished to the Sheriff of the Magistrate's Court within 14 days after the sale. The said guarantee shall be approved by the Plaintiff's attorneys.

(b) The purchaser shall be liable for the payment of interest at the rate payable to the Plaintiff at the time of the sale on the amount of the Plaintiff's claim from date of the sale (and in the event of there being any other preferent creditor, then the interest payable upon such preferent creditor's claim) until the date of transfer, both days inclusive.

3. Transfer shall be effected by the attorneys for the Plaintiff and the purchaser shall pay all transfer costs, including arrear and current rates, sewerage connection fees (if any), taxes, VAT, and all other charges necessary to effect transfer on request by the said attorneys.

The full conditions of sale may be inspected at the office of the Sheriff for the Magistrate's Court, 12 Oak Avenue, Kharwastan, Chatsworth and at the offices of David Gardyne & Partners, 8th Floor, JBS Building, 78 Field Street, Durban.

Dated at Durban on this 12th day of January, 1996.

David Gardyne & Partners, Plaintiff's Attorneys, 8th Floor, JBS Building, 78 Field Street, Durban. (Ref. Mr D Gardyne/VL/GAL2488.)

Case No. 24552/95

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

In the matter between **SASFIN (PTY) LTD,** Plaintiff, and **DEEPCHUND SOOKNANDAN,** Defendant

In pursuance of a judgment granted on the 24th 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 22nd February 1996 at 10:00** at Magistrate's Court, Somtseu Road to the highest bidder:

Description: Erf 33, Parukville, in extent 951 (nine hundred and fifty-one) square metres, postal address: 5 Kathor Road, Isipingo.

Improvements: Single storey brick building with one large storeroom.

Held by the Defendant, in the name of Deepchund Sooknandan under Deed of Transfer No. T35886/93.

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act, and the rules made thereunder.

2. The purchaser shall pay the purchase price in cash or by 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 purchaser 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, Durban South, 101 Legation, 40 St Georges Street, Durban.

Dated at Durban this 10 January 1996.

Mr R. G. Wynne, for Berkowitz Kirkel Cohen Wartski Greenberg, Plaintiff's Attorneys, 18th Floor, Southern Life House, 88 Field Street, Durban. (Ref. Mr R. G. Wynne/mg/S49.)

Case No. 14528/94

SUPREME COURT

(Transvaal Provincial Division)

In the matter between **DIE STANDARD BANK VAN SUID-AFRIKA BEPERK,** Plaintiff, and **MARTINUS JACOBUS RAS,** First Defendant, **PETRONELLA JOHANNA RAS,** Second 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 **1 March 1996, at 10:00** at the Magistrate's Court, Port Shepstone, Courthouse Road, Port Shepstone:

Erf 387, Uvongo, situated in the town Uvongo in the lower south coast region, Administrative District of Natal, measuring 959 (nine hundred and fifty-nine) square metres, held by the Second Defendant under Deed of Transfer No. 23638/87 and T.4793/92, situated at Lot 387, Uvongo.

The following information is furnished, though in this respect nothing is guaranteed: Brick & tile dwelling house, open plan lounge, dining room and kitchen, 1 main and suite, 2 bedrooms, 1 full bathroom, small verandah, single garage and 1 servants toilet.

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 Port Shepstone.

F. A. Gerber, for MacRobert De Villiers Lunnon & Tindall Inc., 348 Standard Bank Centre, 291 Church Street, Pretoria. (Tel. 325-1501.) (Ref. T.408455/FAG/el.)

Case No. 84110/94
PH 132

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

In the matter between **NBS BANK LIMITED,** Execution Creditor, and **DAVID JACOBUS KRIEL,** First Execution Debtor, **ADETTE ELIZABETH KRIEL,** Second Execution Debtor

In pursuance of a judgment in the Magistrate's Court, Durban, and writ of execution dated 24th February 1995 the immovable property listed hereunder will be sold in execution at **10:00 on 29 February 1996** at in front of the Magistrate's Court, Somtseu Road Entrance, Durban, to the highest bidder:

Description: Subdivision 4 of Lot 345, Bluff, situated in the City of Durban, Administrative District of Natal, in extent 1 056 (one thousand and fifty-six) square metres, held under Deed of Transfer No. T18406/94.

The property is situated at 200 Wellfreer Road, Bluff. *Zoning:* Special/Residential.

Improvements: One brick and tile dwelling, 1 garage separate from house, 1 granny flat with shower, 3 bedrooms, 1 toilet, 1 bathroom, 1 lounge/dining room, 1 kitchen, the property is fully fenced. NB! Nothing is guaranteed. Municipal electricity and water supply: Local Authority. Possession: Vacant possession is not guaranteed; premises are occupied at present.

Material conditions of sale:

1. The sale is subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, as amended, and the rules made thereunder and of the title deed in so far as same may be applicable.

2. The purchaser shall pay a deposit of 10% (ten percent) of the purchase price in cash, immediately on the property being knocked down to the purchaser; the balance against registration of transfer and to be secured by a bank or building society guarantee to be approved by the Judgment Creditor's attorneys and furnished to the Sheriff of the Court within 14 (fourteen) days after the date of sale.

3. The purchaser shall be liable for the commission on the sale, which amount shall be paid to the Sheriff of the Court immediately the property is knocked down to the purchaser.

4. The purchaser to pay all costs of transfer, transfer dues, arrear rates, current rates and costs of cancellation of any bond.

5. The Sheriff of the Court shall not be liable or responsible for arrear rates, rates, damages, deficiency, delivery, error or description of pointing out of the boundaries, pegs or beacons.

The full conditions of sale may be inspected at the office of the Sheriff of the Magistrate's Court, Durban South, 101 Lejaton, 40 St George's Street, Durban, telephone number 301-0091. (Ref. Mr Govender).

Dated at Durban this 22nd day of January 1996.

Chapman Dyer Miles & Moorhead, Attorneys for Execution Creditor, 10th Floor, NBS Building, 300 Smith Street, Durban. (Ref. DS/pp/05/N6270/94/n113.)

Case 580/91
PH 132

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

In the matter between **NBS BANK LIMITED,** Execution Creditor, and **ARJUNA NAIDU,** First Execution Debtor, **SUSAN NAIDU,** Second Execution Debtor

In pursuance of a judgment in the above action the immovable property listed hereunder will be sold in execution at **10:00 on 1 March 1996** at the front entrance of the Magistrate's Court, 22 Chancery Lane, Pinetown, to the highest bidder:

Description: Subdivisin 35 of Lot 4632, Reservoir Hills, situated in the City of Durban, Administrative District of Natal, Province of KwaZulu-Natal, in extent 1 281 square metres, held under Deed of Transfer No. T349/1989, situated at 120 Plumstead Crescent, Reservoir Hills, 4091.

Improvements: Vacant land. NB! Nothing is guaranteed. Municipal electricity and water supply: Local authority. Vacant possession is not guaranteed.

Material conditions of sale:

1. The purchaser shall pay a deposit of 10% (ten percent) of the purchase price in cash, immediately on the property being knocked down to the purchaser, the balance including commission on the sale against registration of transfer and to be secured by a bank or building society guarantee to be approved by the Judgment Creditor's attorneys and furnished to the Sheriff of the Court within 14 (fourteen) days after the date of sale.

2. The purchaser to pay all costs of transfer and all other outgoing in respect of the property.

3. The Sheriff of the Court shall not be liable for damages, deficiency, error or description of pointing out of the boundaries, pegs or beacons or any other outgoings.

The full conditions of sale may be inspected at the office of the Sheriff of the Magistrate's Court, Pinetown, No. 2 Samkit Centre, 62 Caversham Road, Pinetown, telephone number 725211.

Dated at Durban this 22nd day of January 1966.

Chapman Dyer Miles & Moorhead, Attorneys for Execution Creditor, 10th Floor, NBS Building, 300 Smith Street, Durban. (Ref. DS/pp/05/N7255/95.)

Case No. 1071/94

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

In the matter between **KWAZULU FINANCE & INVESTMENT CORPORATION LIMITED,** Plaintiff, and **SIPHO EZEKIAL CHILIZA,** Defendant

In pursuance of a judgment granted on 9 March 1995 in the Umlazi Magistrate's Court and under a writ of execution issued thereafter the immovable property listed hereunder will be sold in execution on **28 February 1996 at 10:00** at the Main South Entrance to the Magistrate's Court, Umlazi (near the National Flag Post) to the highest bidder:

Description: A certain piece of land, being Ownership Unit No. N615, in extent 912,8 square metres, situated in the Township of Umlazi, represented and described on General Plan No. BA30/1968, held by virtue of Deed of Grant No. G763/168, physical address: Ownership Unit No. N615, Umlazi Township.

The property has been improved by the erection of a dwelling house thereon consisting of a single storey block/plaster and asbestos dwelling (205 m^2) comprising of 1 kitchen, 1 lounge, 1 diningroom, 4 bedrooms, 1 study and 2 bathrooms. Municipal electricity, water supply and sanitation: Local authority. Improvements: Double garage (58 m^2) and verandah (15 m^2). Nothing is guaranteed in respect of such improvements on the property.

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act, and the rules made thereunder.

2. The purchaser shall pay the purchase price in cash or by bank-guaranteed cheque on the day of the sale. In the event of the purchaser having to obtain finance from a financial institution, the purchaser shall on the day of the sale produce written information from the said financial institution to the effect that the purchaser qualifies for a loan, which shall not be less than the purchase price.

The full conditions may be inspected at the offices of the Sheriff, umlazi or at the offices of Strauss Daly Inc.

Dated at Durban this 12 January, 1996.

Strauss Daly Inc., Plaintiff's Attorneys, 11th Floor, The Marine, 22 Gardiner Street, Durbanl KFC1.55.

Case No. 43645/1995

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

In the matter between **RUSLYNN BODY CORPORATE,** Execution Creditor, and **MRS E. C. N. MAREE,** Execution Debtor

In pursuance of judgment granted on the 10 August 1995, in the Durban Magistrate's Court and under a writ of execution issued thereafter, the immovable property listed hereunder shall be sold in execution on **Thursday 14 March 1996 at 10:00** in Room 29, 2nd Floor, 21 Stafmayer House, 24 Beach Grove, Durban, KwaZulu Natal to the highest bidder:

Description:

1. (a) Section No. 44 as shown and more fully described on Sectional Plan No. SS33/1979 in the scheme known as Ruslynn in respect of the land and building or buildings situated in the City of Durban, Administrative District of Natal, Province of KwaZulu Natal, of which the floor area according to the said Sectional Plan is forty two (42) 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. ST15375/1994.

Postal Address: Flat 82 Ruslynn, 47 St Andrews Street, Durban, KwaZulu Natal.

Improvements: Bachelor flat with carpeted floors, bathroom and kitchen (tiled).

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.

2. The Purchaser shall pay a deposit of 10% (ten per centum) of the purchase price in cash or by bank guaranteed cheque on the day of the sale. In the event of the Purchaser having to obtain finance from a financial institution, the Purchaser shall, on the day of the sale, produce written confirmation from the said financial institution to the effect that the Purchaser qualifies for a loan. The amount of the loan shall not be less than the purchase price.

3. The Purchaser shall be liable for payment of interest to the Execution Creditor and to the bondholder, if any, from date of sale to date of registration of transfer as set out in the conditions of sale.

4. Transfer shall be 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 of Sale may be inspected at the offices of the Sheriff of the Magistrate's Court, 21 Stafmeyer House, 24 Beach Grove, Durban, KwaZulu Natal or at the address set out hereunder.

Dated at Durban this the day of January 1996.

Tate & Nolan, Plaintiff's Attorneys, 306 Salmon Grove Chambers, 407 Smith Street, Durban, 4001; P.O. Box 2889, Durban, 4000. [Telephone (031) 301-2212.]

Case No. 18304/1995

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

In the matter between **BODY CORPORATE OF BUSHLANDS ROAD 70,** Execution Creditor, and **MR D. C. B. WILLEMSE,** Execution Debtor

In pursuance of judgment granted on the 12 April 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 the **14 March 1996 at 10:00** in Room 29, 2nd Floor, Stafmayer House, Beach Grove, Durban, KwaZulu Natal to the highest bidder:

Description:

1. (a) Section 69 as shown and more fully described on Sectional Plan No. SS50/94 in he scheme known as Bushland Road No 70 in respect of the land and building or buildings situated in the City of Durban, Administrative District of Natal, Province of KwaZulu Natal, of which the floor area according to the Sectional Plan is fifty one (51) 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. ST8497/1994.

2. Exclusive Use Area described as Parking Bay P24 measuring twenty one (21) square metres, being as such part of the common property, comprising the land in the scheme known as Bushland Road No 70, in respect of the land and building/s situated at Durban as shown and more fully described on Sectional Plan No. SS50/94, held under Notarial Deed of Cession No. SK2035/1994S.

Postal address: Flat 92 Inyala, 70 Bushlands Road, Bluff, Durban, KwaZulu Natal.

Improvements: Flat consisting of 1 bedroom, kitchen, lounge/dining room, toilet and undercover parking.

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.

2. The Purchaser shall pay a deposit of 10% (ten per centum) of the purchase price in cash or by bank guaranteed cheque on the day of the sale. In the event of the Purchaser having to obtain finance from a financial institution, the Purchaser shall, on the day of the sale, produce written confirmation from the said financial institution to the effect that the Purchaser qualifies for a loan. The amount of the loan shall not be less than the purchase price.

3. The Purchaser shall be liable for payment of interest to the Execution Creditor and to the bondholder, if any, from date of sale to date of registration of transfer as set out in the conditions of sale.

4. Transfer shall be 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 of Sale may be inspected at the offices of the Sheriff of the Magistrate's Court, 101 Lejaton, 40 St Georges Street, Durban, KwaZulu Natal or at the address set out hereunder.

Dated at Durban this the day of January 1996.

Tate & Nolan, Plaintiff's Attorneys, 306 Salmon Grove Chambers, 407 Smith Street, Durban, 4001; P.O. Box 2889, Durban, 4000. [Telephone (031) 301-2212.]

Case No. 3459/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT SHEPSTONE HELD AT PORT SHEPSTONE

In the matter between **THE BODY CORPORATE OF THE LA COTE D'AZUR SECTIONAL TITLE TIMESHARING SCHEME No. SS321/1986 FOR THE BUILDING KNOWN AS LA COTE D'AZUR,** Plaintiff, and **JOHN O'HAGAN,** First Defendant, and **CATHERINE O'HAGAN,** Second Defendant

In pursuance of a judgment in the Court of the Magistrate at Port Shepstone dated the 17 February 1995, the following immovable property will be sold in execution on the **8th of March 1996 at 10:00** at the Magistrate's Court, Port Shepstone, to the highest bidder:

Section No. 57 as shown and more fully described on Sectional Plan No. 321/1986 in the building known as La Coate D'Azur, situated in the Township of Margate and in the Lower South Coast Regional Water Services Area, Administrative District of Natal, in extent 136 square metres (one hundred and thirty six).

The following information is furnished regarding the property, but is not guaranteed: The property is situated at Margate.

Upon the property is a flat consisting of 1 main en suite, 1 bedroom, 1 bathroom, open plan lounge and diningroom, kitchen, 1 patio and undercover parking.

Material conditions of sale: The Purchaer shall pay ten per centum (10%) of the purchase price in cash at the time of the sale and the balance shall be paid or secured by a bank or building society guarantee approved by the Execution Creditor's attorneys to be furnished to the Sheriff of the Court, Port Shepstone, within (14) fourteen days of the date of sale. The full conditions of sale can be inspected at the Office of the Sheriff of the Court, Magistrate's Court, Port Shepstone, 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 Port Shepstone this 12th day of January 1996.

P. H. G. Stoppel & Co., Execution Creditor's Attorneys, 3 Bazley Street, Port Shepstone. [Tel. (0391) 82-6320.] (Ref. Colls/C. Reabow/B115.)

Case No. 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, **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 **1st day of March 1996 at 11:00** by the Sheriff in front of the Magistrate's Court, Port Shepstone, to the highest bidder for cash, without reserve:

Remainder of Lot 931 Uvongo (Extension No. 1) situated 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. T11171/94.

The following information relating to the property is furnished but not guaranteed in any way:

1. The property is situated 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, storeoom, 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 22nd day of January 1996.

Austen Smith, Plaintiff's Attorney, Walmsley House, 191 Pietermaritz Street, Pietermaritzburg. (Ref. P. R. J. Dewes/vmh/45/S0316/B5.)

Case No. 43455/95

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

In the matter between **NBS BANK LIMITED,** Plaintiff, and **GOPAUL PILLAY,** 1st Defendant, **MARGARET PILLAY,** 2nd Defendant

In pursuance of a Judgment in the above action the property listed hereunder will be sold in Execution on **Monday the 26th day of February 1996 at 09:00 a.m.** in front of the Magistrate's Court, Moss Street, Verulam:

Description: Lot 1414 Castlehill, situated in the City of Durban, Administrative District of Natal, Province of KwaZulu-Natal, in extent 574 square metres.

Postal address: 161 Hilldale Drive, Castlehill, Newlands West.

Improvements: Brick under Tile dwelling with water & lights, consisting of 3 bedrooms (carpeted), 1 lounge (carpeted); 1 kitchen; 1 toilet; 1 bathroom, burglar guards.

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 Suite 7, Foresum Centre, 314 Old Main Road, Tongaat.

A substantial bank loan can be raised for an approved purchaser with prior approval.

Dated at Durban on this 23rd day of January 1996.

Mulla and Mulla, Plaintiff's Attorneys, Second Floor, Halvert House, 412 Smith Street, Durban.

Case No. 3461/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT SHEPSTONE HELD AT PORT SHEPSTONE

In the matter between **THE BODY CORPORATE OF THE LA COTE D'AZUR SECTIONAL TITLE TIMESHARING SCHEME No. SS321/1986 FOR THE BUILDING KNOWN AS LA COTE D'AZUR,** Plaintiff, and **MARIA TTAPPOUS,** Defendant

In pursuance of a judgment in the Court of the Magistrate at Port Shepstone dated the 21st December 1994, the following immovable property will be sold in execution on the **8th March 1996 at 10:00** at the Magistrate's Court, Port Shepstone, to the highest bidder:

Section No. 35 as shown and more fully described on Sectional Plan No. 321/1986 in the building known as La Coate D'Azur, situated in the Township of Margate and in the Lower South Coast Regional Water Services Area, Administrative District of Natal, in extent 136 square metres (one hundred and thirty-six).

The following information is furnished regarding the property, but is not guaranteed: The property is situated at Margate.

Upon the property is an improvements flat consisting of 1 main en suite, 1 bedroom, 1 bathroom, open plan lounge cum diningroom and kitchen, 1 balcony and undercover parking.

Material conditions of sale: The Purchaser shall pay ten per centum (10%) of the purchase price in cash at the time of the sale and the balance shall be paid or secured by a bank or building society guarantee approved by the Execution Creditor's attorneys to be furnished to the Sheriff of the Court, Port Shepstone, within 14 (fourteen) days of the date of sale. The full conditions of sale can be inspected at the Office of the Sheriff of the Court, Magistrate's Court, Port Shepstone, 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 Port Shepstone this 12th day of January 1996.

P. H. G. Stoppel & Co., Execution Creditor's Attorneys, 3 Bazley Street, Port Shepstone. [Tel. (0391) 82-6320.] (Ref. Colls/C Reabow/B117.)

Case No. 159/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KLIP RIVER HELD AT EZAKHENI

In the matter between **KWAZULU FINANCE AND INVESTMENT CORPORATION LIMITED,** Plaintiff, and **T. P. DLAMINI,** Defendant

In pursuance of a Judgment granted in the above Honourable Court on the 17 October 1995 and a Warrant of Execution, the undermentioned property will be sold in execution on **Tuesday, the 20th of February 1996 at 15:00,** in front of the Magistrate's Court, Ezakheni:

Unit D 567, Ezakheni, in extent 375 square metres, situated in the Administrative District of KwaZulu, held under Deed of Grant No. G03952/103.

Following information is furnished regarding the improvements and in this respect nothing is guaranteed.

Improvements: Concrete block under asbestos roof, comprising 2 bedrooms, living room and dining room combined, bathroom, toilet and washbasin.

Extent: 375.

Material conditions: The sale of the property shall be subject to the following conditions:

1. The property shall be sold by the Sheriff of Ladysmith on the **20th February 1996 at 15:00,** at the Magistrate's Court, Ezakheni.

2. The property shall be sold without reserve to the highest bidder, provided that the Sheriff may, with the consent of the Judgment Creditor, refuse any bid. No bid less than R100,00 in value above the preceeding bid shall be accepted by the Sheriff.

3. The full purchase price shall be paid in cash or bank guaranteed cheque upon conclusion of the sale.

4. The Plaintiff, the Defendant and the Sheriff gives no warranty as to the State of the property sold. The property is deemed to have been purchased "voetstoots".

5. The full conditions of sale applicable can be inspected at the offices of the Plaintiff's Attorney, or the Sheriff of Ladysmith.

6. The sale shall be subject to the approval by KwaZulu Finance and Investment Corporation Limited, within 21 days.

Dated at Ladysmith on this 24th day of January 1996.

Maree & Pace, Attorney for Plaintiff, 72 Queen Street, Ladysmith, 3370. (Our Ref. Mr Swanepoel/CKF622.)

Case No. 17/95

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KLIP RIVER HELD AT EZAKHENI

In the matter between **KWAZULU FINANCE AND INVESTMENT CORPORATION LIMITED,** Plaintiff, and **S. F. ZWANE,** Defendant

In pursuance of a Judgment granted in the above Honourable Court on the 10 July 1995 and a Warrant of Execution, the undermentioned property will be sold in execution on **Tuesday, the 5th of March 1996 at 15:00,** in front of the Magistrate's Court, Ezakheni:

Unit C2608, Ezakheni, in extent 315 m^2 square metres, situated in the Administrative District of KwaZulu, held under Deed of Grant No. G04159/108.

Following information is furnished regarding the improvements and in this respect nothing is guaranteed.

Improvements: Concrete block under asbestos roof, comprising 2 bedrooms, living room, kitchen and w/c and bathroom combined.

Extent: 315 m^2.

Material conditions: The sale of the property shall be subject to the following conditions:

1. The property shall be sold by the Sheriff of Ladysmith on the **5th of March 1996 at 15:00,** at the Magistrate's Court, Ezakheni.

2. The property shall be sold without reserve to the highest bidder, provided that the Sheriff may, with the consent of the Judgment Creditor, refuse any bid. No bid less than R100,00 in value above the preceeding bid shall be accepted by the Sheriff.

3. The full purchase price shall be paid in cash or bank guaranteed cheque upon conclusion of the sale.

4. The Plaintiff, the Defendant and the Sheriff gives no warranty as to the State of the property sold. The property is deemed to have been purchased "voetstoots".

5. The full conditions of sale applicable can be inspected at the offices of the Plaintiff's Attorney, or the Sheriff of Ladysmith.

6. The sale shall be subject to the approval by KwaZulu Finance and Investment Corporation Limited, within 21 days.

Dated at Ladysmith on this 24th day of January 1996.

Maree & Pace, Attorney for Plaintiff, 72 Queen Street, Ladysmith, 3370. (Our Ref. Mr Swanepoel/CKF637.)

Case No. 715/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KLIP RIVER HELD AT EZAKHENI

In the matter between **KWAZULU FINANCE AND INVESTMENT CORPORATION LIMITED,** Plaintiff, and **P. J. DLADLA,** Defendant

In pursuance of a Judgment granted in the above Honourable Court on the 1 November 1995 and a Warrant of Execution, the undermentioned property will be sold in execution on **Tuesday, the 12th of March 1996 at 15:00,** in front of the Magistrate's Court, Ezakheni:

Unit E1071, Ezakheni, in extent 450 square metres, situated in the Administrative District of KwaZulu, held under Deed of Grant No. G01621/90.

Following information is furnished regarding the improvements and in this respect nothing is guaranteed.

Improvements: Concrete block under corrugated iron, dwelling comprising 3 bedrooms, living room, kitchen and outbuildings, w.c, & shower.

Extent: 450.

Material conditions: The sale of the property shall be subject to the following conditions:

1. The property shall be sold by the Sheriff of Ladysmith on the **12th of March 1996 at 15:00,** at the Magistrate's Court, Ezakheni.

2. The property shall be sold without reserve to the highest bidder, provided that the Sheriff may, with the consent of the Judgment Creditor, refuse any bid. No bid less than R100,00 in value above the preceeding bid shall be accepted by the Sheriff.

3. The full purchase price shall be paid in cash or bank guaranteed cheque upon conclusion of the sale.

4. The Plaintiff, the Defendant and the Sheriff gives no warranty as to the State of the property sold. The property is deemed to have been purchased "voetstoots".

5. The full conditions of sale applicable can be inspected at the offices of the Plaintiff's Attorney, or the Sheriff of Ladysmith.

6. The sale shall be subject to the approval by KwaZulu Finance and Investment Corporation Limited, within 21 days.

Dated at Ladysmith on this 24th day of January 1996.

Maree & Pace, Attorney for Plaintiff, 72 Queen Street, Ladysmith, 3370. (Our Ref. Mr Swanepoel/CKF715.)

Case No. 185/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KLIP RIVER HELD AT EZAKHENI

In the matter between **KWAZULU FINANCE AND INVESTMENT CORPORATION LIMITED,** Plaintiff, and **N. R. SHABALALA,** Defendant

In pursuance of a Judgment granted in the above Honourable Court on the 18 December 1992 and a Warrant of Execution, the undermentioned property will be sold in execution on **Tuesday, the 20th of February 1996 at 15:00,** in front of the Magistrate's Court, Ezakheni:

Unit D214, Ezakheni, in extent 300 square metres, situated in the Administrative District of KwaZulu, held under Deed of Grant No. G01809/34.

Following information is furnished regarding the improvements and in this respect nothing is guaranteed.

Improvements: Concrete block under asbestos roof, comprising 2 bedrooms, living room and dining room combined, bathroom, toilet and washbasin.

Extent: 300.

Material conditions: The sale of the property shall be subject to the following conditions:

1. The property shall be sold by the Sheriff of Ladysmith on the **20th of February 1996 at 15:00,** at the Magistrate's Court, Ezakheni.

2. The property shall be sold without reserve to the highest bidder, provided that the Sheriff may, with the consent of the Judgment Creditor, refuse any bid. No bid less than R100,00 in value above the preceeding bid shall be accepted by the Sheriff.

3. The full purchase price shall be paid in cash or bank guaranteed cheque upon conclusion of the sale.

4. The Plaintiff, the Defendant and the Sheriff gives no warranty as to the State of the property sold. The property is deemed to have been purchased "voetstoots".

5. The full conditions of sale applicable can be inspected at the offices of the Plaintiff's Attorney, or the Sheriff of Ladysmith.

6. The sale shall be subject to the approval by KwaZulu Finance and Investment Corporation Limited, within 21 days.

Dated at Ladysmith on this 24th day of January 1996.

Maree & Pace, Attorney for Plaintiff, 72 Queen Street, Ladysmith, 3370. (Our Ref. Mr Swanepoel/CKF388.)

Case No. 25/95

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

In the matter between **NBS BANK LIMITED,** Plaintiff, and **M. MKHWANAZI,** Defendant

In pursuance of a judgment granted on the 7th February 1995 in the above Court, and a Writ of Execution issued thereafter, the immovable property listed hereunder shall be sold in Execution to the highest bidder on the **1st day of March 1996 at 09:00** at the Magistrate's Court, Mtunzini.

1. (a) *Deeds Office Description:* Ownership Unit No. J875, situate in the Township of Esikhawini, County of Zululand, measuring 453 (four hundred and fifty-three) square metres in extent.

1. (b) *Street Address:* J 875 Esikhawini.

1. (c) *Improvements* (not warranted to be correct): Single storey brick under tile roof dwelling consisting of three bedrooms, bathroom, shower, two toilets, lounge, diningroom, kitchen and a garage.

1. (d) *Zoning/Special Privileges or Exemptions:* Special Residential Zoning, no special privileges or exemptions.

2. The Conditions of Sale may be inspected at the office of the Sheriff of the Magistrate's Court, 8 Hulley Street, Mtunzini.

3. The sale shall be by public auction without reserve to the highest bidder.

Dated at Empangeni this 26th day of January 1996.

Schreiber Smith Attorneys, Yellowood Lodge, Norman Tedder Lane, Empangeni. (Ref. Mr Rohrs/kr/09/N9001/95.)

Case No. 757/95

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

In the matter between **NBS BANK LIMITED,** Plaintiff, and **MR ELIJAH MATHENJWA,** Defendant

In pursuance of a judgment granted on the 1st November 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 March 1996 at 09:00** at the Magistrate's Court, Mtunzini.

1. (a) *Deeds Office Description:* Ownership Unit No. H 2305, situated in the Township of Esikhawini, District of Ongoye, measuring 369 (three hundred and sixty-nine) square metres in extent.

1. (b) *Street Address:* H 2305, Esikhawini.

1. (c) *Improvements* (not warranted to be correct): Single storey brick under tile roof dwelling consisting of a lounge, diningroom, kitchen, four bedrooms, two bathrooms, shower and a garage.

1. (d) *Zoning/Special Privileges or Exemptions:* Special Residential Zoning, no special privileges or exemptions.

2. The Conditions of Sale may be inspected at the office of the Sheriff of the Magistrate's Court, 8 Hulley Street, Mtunzini.

3. The sale shall be by public auction without reserve to the highest bidder.

Dated at Empangeni this 26th day of January 1996.

Schreiber Smith Attorneys, Yellowood Lodge, Norman Tedder Lane, Empangeni. (Ref. Mr Rohrs/kr/09/N9086/95.)

Case No. 648/94

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

In the matter between **PERM,** Plaintiff, and **MISS J. NDUNAKAZI,** Defendant

In pursuance of a judgment granted on the 29th September 1994 in the above Court, and a Writ of Execution issued thereafter, the immovable property listed hereunder shall be sold in Execution, to the highest bidder on the **1st day of March 1996 at 09:00** at the Magistrate's Court, Mtunzini.

1. (a) *Deeds Office Description:* Ownership Unit No. J 1553, situated in the Township of Esikhawini, District of Ongoye, Administrative District of Natal, measuring in extent 450 (four hundred and fifty) square metres.

1. (b) *Street Address:* J 1553 Esikhawini.

1. (c) *Improvements* (not warranted to be correct): Single storey dwelling consisting of three bedrooms, one bathroom, a kitchen and a lounge.

1. (d) *Zoning/Special Privileges or Exemptions:* Special Residential Zoning, no special privileges or exemptions.

2. The Conditions of Sale may be inspected at the office of the Sheriff of the Magistrate's Court, 8 Hulley Street, Mtunzini.

3. The sale shall be by public auction without reserve to the highest bidder.

Dated at Empangeni this 26th day of January 1996.

Schreiber Smith Attorneys, Yellowood Lodge, Norman Tedder Lane, Empangeni. (Ref. Mr Rohrs/kr/09/N2653/94.)

Case No. 23078/95

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

In the matter between **FIRST NATIONAL BANK OF SOUTHERN AFRICA LIMITED,** Plaintiff, and **BEKUYISA PATROS SIBIYA,** Defendant

1. The following property shall be sold by the Sheriff of the Magistrate's Court, Inanda Area 1, on the **8th day of March 1996 at 10:00 o'clock** at the front entrance to the Magistrate's Court Building, Moss Street, Verulam, to the highest bidder without reserve:

Site No. C79 Inanda situated in the Administrative District of Natal Province of KwaZulu/Natal in extent 208 square metres, held by Defendant under Deed of Grant No. 00005855 which is a residential dwelling at C79 Inanda, KwaZulu/Natal.

2. Improvements and zoning (which are not warranted to be correct and in respect of which the sale is voetstoots).

2.1 the property is zoned for residential use;

2.2 the following improvements have been made to the property: Single storey dwelling plastered brick under tile roof comprising lounge, dining room, kitchen, 3 bedrooms, bathroom and separate w.c.

3. *Terms:*

3.1 The sale is voetstoots and no special terms or exemptions other than those stated are believed to exist;

3.2 the sale shall be subject to the provisions of the Magistrates' Courts Act, 32 of 1944, and to the Rules of Court;

3.3 the successful bidder is required to pay 10% of the purchase price plus the Sheriff's charges being 5% of the first R20 000,00 and thereafter 3% subject to a maximum of R6 000,00 and a minimum of R200,00 (plus VAT payable thereon) which deposits are to be paid in cash or by bank or bank guaranteed cheque accepable to the Sheriff on conclusion of the bidding;

3.4 the full Conditions of Sale may be inspected at the office of the Sheriff of the Magistrate's Court Inanda 1, 2 Mountview Shopping Centre, corner of Inanda and Jacaranda Road, Verulam and at the offices of the Plaintiff attorneys referred to below and all interested persons are advised to become fully acquainted therewith and with the property before the sale.

Dated at Durban this 23rd day of January 1996.

J. M. Koch, for John Koch & Company, Plaintiff's Attorneys, Suite 709, 7th Floor, First National Bank Building, corner of Smith & Field Streets, Durban. (Ref. JMK/CDW/F1667/D6.)

Case 8690/95

IN THE SUPREME COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between **THE AFRICAN BANK LIMITED,** Plaintiff, and **WOYI RICHARD PHILI,** Defendant

In the execution of a Judgment granted on 13 December 1994 in the Supreme Court of South Africa, Durban and Coast Local Division in the abovementioned suit, the following property will be sold by the Deputy Sheriff of the Supreme Court, District of Durban on **1 March 1996 at 10:00** at the front entrance to the Pinetown Magistrate's Court, 22 Chancery Lane, Pinetown, on conditions to be read out by the Deputy Sheriff prior to the sale and which conditions may be inspected at the office of the Deputy Sheriff at Pinetown:

Title Deed Description: Lot 2749, Clermont Township, Natal.

Street Address: 2749, 35th Avenue, Clernaville.

Improvements: Vacant plot of land.

Terms: Ten per cent of the purchase price, in cash, on the day of the sale, the balance against transfer to be secured by a bank or building society guarantee, to be approved by Plaintiff's attorneys and to be furnished to the Deputy Sheriff within fourteen (14) days after the date of sale.

Dated at Durban this 1st day of February 1996.

Cox Yeats, Plaintiff's Attorneys, 12th Floor, Victoria Maine, 71 Victoria Embankment, Durban, P.O. Box 3032, Durban, 4000. [Tel. (031) 304-2851.] (Ref. T. JALI/CVZ/gdp.)

Case 2037/95

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

In the matter between **NBS BANK LIMITED,** Plaintiff, and **MAKHOSAZANA JOYCE DUBE,** Defendant

In execution of a judgment of the Magistrate's Court Dundee the following property will be sold in execution on **Friday, 23rd February 1996 at 10:00** in front of the Magistrate's Court Dundee KwaZulu/Natal:

Lot 564, Dundee, situated in the Dundee Transitional Local Council Area and in the Thukela Joint Services Board Area, Administrative District of Natal, Province of KwaZulu/Natal, in extent one thousand and forty-nine (1 049) square metres.

The following information relating to the property is furnished but not guaranteed in any respect:

1. The property is situated at 75A Smith Street, Dundee, KwaZulu/Natal.

2. It is zoned residential and has been improved by the erection of an habitable dwelling house.

Material conditions:

The sale of the property shall be subject to the following conditions:

1. The property shall be sold without reserve to the highest bidder, provided that the Sheriff may, with the consent of the Judgment Creditor, refuse any bid. No bid less than R100,00 in value above the preceeding bid shall be accepted by the Sheriff.

2. The purchase price shall be paid as to a 10% deposit of the purchase price upon conclusion of the sale and the balance shall be secured within 14 days thereafter.

3. The Plaintiff, Defendant and the Sheriff give no warranty as to the state of the property sold. The property is deemed to have been purchased "voetstoots".

4. The full conditions of the sale shall be read immediately prior to the sale and may be inspected at the offices of Plaintiff's Attorneys or at the office of the Sheriff Dundee.

Dated at Dundee on the 25th day of January 1996.

J. de Wet, for De Wet & Dreyer Inc., Plaintiff's Attorneys, 64 Gladstone Street, P.O. Box 630, Dundee, 3000. (Ref. Mr J. de Wet/JJ/N1752.)

Case No. 5612/95

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

In the matter between **GREENLANDS BODY CORPORATE,** Execution Creditor, and **N G MAZIBUKO,** Execution Debtor

In pursuance of judgment granted on the 2 March 1995, in the Durban Magistrate's Court, and under a writ of execution issued thereafter the immovable property listed hereunder shall be sold in execution on **Thursday 14 March 1996 at 10:00** in Room 29, 2nd Floor, 21 Stafmayer House, 24 Beach Grove, Durban, KwaZulu/Natal to the highest bidder:

Description:

1. (a) Section No. 15 as shown and more fully described on Sectional Plan No. SS172/1986 in the scheme known as Greenlands, in respect of the land and building or buildings situate in the City of Durban, Administrative District of Natal, Province of KwaZulu/Natal, of which section the floor area according to the said Sectional Plan is forty six (46) square metres in extent; and

(b) an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said section plan, held under Deed of Transfer No. ST 18474/1992.

Postal address: 22 Greenlands, 10 Park Street, Durban, KwaZulu/Natal.

Improvements: Bachelor flat with security gate, brick walls, carpeted, bathroom, tiled kitchen with built-in cupboards.

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.

2. The Purchaser shall pay a deposit of 10% (ten per centum) of the purchase price in cash or by bank guaranteed cheque on the day of the sale. In the event of the Purchaser having to obtain finance from a financial institution, the Purchaser shall, on the day of the sale, produce written confirmation from the said financial institution to the effect that the purchaser qualifies for a loan. The amount of the loan shall not be less than the purchase price.

3. The Purchaser shall be liable for payment of interest to the Execution Creditor and to the bondholder, if any, from date of sale to date of registration of transfer as set out in the conditions of sale.

4. Transfer shall be effected by the Execution Creditor's Attorneys and the Purchaser shall pay all transfer costs, current rate, taxes, arrear levies and current levies and other necessary charges to effect transfer, upon request by the said attorneys.

The full conditions of sale may be inspected at the offices of the Sheriff of the Magistrate's Court, 21 Stafmeyer House, Beach Grove, Durban, KwaZulu/Natal or at the address set out hereunder.

Dated at Durban this the 30th day of January 1996.

Tate & Nolan, Plaintiff's Attorneys, 306 Salmon Grove Chambers, 407 Smith Street, Durban, 4001; P.O. Box 2889, Durban, 4000. [Tel. (031) 301-2212.] (Ref. M. A. Nolan/eb/NG40-3.)

Case No. 79188/94

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

In the matter between: **JOHN SIBIYA, JABULANI MASINGA & PARTNERS,** Plaintiff, and
ZEBLON BUKHOSINI, Defendant

In pursuance of the judgment of the above Honourable Court dated the 18th January 1995 and a warrant of execution dated the 9th November 1995:

The undermentioned goods will be sold in auction on the **23rd day of February 1996 at 11:00** to the highest bidder: 1 × JVC Video Machine, 1 × National TV, 1 × 4 piece lounge suite (brown), 1 × coffee table.

Dated at Durban this 19th day of January 1996.

John Sibiya, Jabulani Masinga & Partners, Creditor's Attorneys, 207 Queen City, 54 Queen Street, Durban, 4001. (Ref. Mr Kunene/mbs/V 51.)

Case No. 3471/95

IN THE SUPREME COURT OF SOUTH AFRICA

(Natal Provincial Division)

In the matter between: **STANDARD BANK OF SOUTH AFRICA LIMITED,** Plaintiff, and **PHILA LUCAS DEVILLIERS MAUPA,** First Defendant, **NOMPUMELEKO GLORIA MAUPA,** 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 **28th day of February 1996 at 11:00** by the Sheriff of the Supreme Court at the Magistrate's Court, Church Street, Vryheid, KwaZulu/Natal, to the highest bidder for cash, without reserve:

Subdivision 6 of Lot 219, Vryheid, situate in the Borough of Vryheid, Administrative District of Vryheid, in extent 901 (nine hundred and one) square metres held under Deed of Transfer No. T.11581/94.

The following information relating to the property is furnished but not guaranteed in any way:

1. The property is situate at 54 Landrost Street, Vryheid, KwaZulu/Natal.

2. The property has been improved by the construction thereon of a three bedroomed dwelling with lounge, dining room, kitchen, pantry, 2 bathroom/toilets, garage, servants quarters, 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 25th day of January 1996.

Austen Smith, Plaintiff's Attorney, Walmsley House, 191 Pietermaritz Street, Pietermaritzburg. (Ref. P. R. J. Dewes/vmh/45/S0217/B4.)

Case No. 7443/93

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

In the matter between **NEDCOR BANK LIMITED,** Plaintiff, and **M. I. MKHIZE,** 1st Defendant, **V. R. MKHIZE,** 2nd Defendant

In pursuance of Judgment in the above action immovable property listed hereunder will be Sold voetstoots in Execution on the **1st day of March 1996 at 10:00,** in front of the Magistrate's Court Building, 22 Chancery Lane, Pinetown:

Description: Site No. D340, in the Township of Kwadabeka, District Pinetown, in extent of 315 square metres, held by Deed of Grant No. G7073/92.

Physical address: Unit D 340 Kwadabeka Township.

Improvements: Single storey, brick dwelling under tile, 3 bedrooms, lounge, kitchen, outside toilet—additions to the main building under construction.

1. The Purchaser shall pay 10% of the relevant purchase price at the time of the Sale, the balance against transfer to be secured by an acceptable bank or building society guarantee to be furnished within fourteen (14) days after date of sale.

2. The full Conditions may be inspected at the office of the Sheriff Pinetown or at Dickinson & Theunissen.

Dickinson & Theunissen, Plaintiff's Attorneys, Second Floor, Permanent Building, Chapel Street, Pinetown.

Case No. 19983/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **ABSA BANK LIMITED** (VOLKSKAS BANK DIVISION), Plaintiff, and **JOHANNES STEPHANUS MARITZ,** Defendant

In execution of a judgment of the Supreme Court of South Africa (Transvaal Provincial Division) in the abovementioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court in front of the Magistrate's Court, Port Shepstone, **Friday, the 1st March 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 Port Shepstone, 20 Riverview Road, Sunwich Port, Port Shepstone.

Section Number 18 as shown and more fully described on Sectional Plan Number SS.16/1978 in the building or buildings known as St Michelle situated at Uvongo of which section the floor area, according to the said sectional plan is 80 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 sectional plan apportioned to the said section in accordance with the participation quota of the said section specified in a schedule endorsed on the said sectional plan, held by the Defendant under Certificate of Registered Sectional Title Number ST16/1978 (18) (Unit), being 18 Jacaranda Flats, Lilli Crona Avenue, Uvongo.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The property consists of lounge, dining room, two bedrooms, kitchen and bathroom.

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

The Purchaser shall, on the day of the sale, pay 5% (Five Per Cent) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg this 15th day of January 1996.

Routledges Incorporated, Plaintiff's Attorneys, First Floor, Colosseum, 41 Kruis Street, Johannesburg. (Tel. 331-0511.) (Ref. I75802/Mr Nesbit/ca.)

Case No. 19202/95

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

Between **SAAMBOU BANK LIMITED,** Plaintiff/Execution Creditor, and **DAVID AUGUSTUS JOHNSTONE,** 1st Defendant/Execution Debtor, **NICOLENE ELIZABETH SUSAN JOHNSTONE,** 2nd Defendant/Execution Debtor

In pursuance of a Judgment of the above Court and a Warrant of Execution issued thereunder the following property will be sold in execution on **Friday, the 1st March 1996 at 11:00,** at the sale room of the Sheriff for Pietermaritzburg's Magistrate's Court, 277 Berg Street, Pietermaritzburg, KwaZulu/Natal, to the highest bidder:

Section 3 as shown and described on Sectional Plan No. 346/92 in the Scheme known as Marina Court in respect of land/buildings situated at Pietermaritzburg of which Section the floor area is one hundred and seven (107) square meters and an undivided share in the common property (as per the participation quota), held by the Defendants under Deed of Transfer T16941/94 (street address: 191 West Street, Pietermaritzburg, KwaZulu/Natal).

The full sale conditions may be inspected, during business hours, at the said Sheriff's Offices or with the attorneys Pierre Odendaal & Co, 1st Floor, Fedlife House, 251 Church Street, Pietermaritzburg, KwaZulu/Natal.

Without the execution creditor or its attorneys warranting anything the Unit above comprises two (2) bedrooms, one (1) lounge, one (1) dining room, one (1) bathroom, one (1) separate WC, one (1) kitchen, one (1) balcony and a single garage.

Dated at Pietermaritzburg this 1st day of February 1996.

Pierre Odendaal, Plaintiff's Attorney, First Floor, Fedlife House, 251 Church Street, Pietermaritzburg, 3201. (Ref. PO/dk/05S 220 005.)

Case No. 18668/1992

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

Between **ABSA BANK LIMITED,** Plaintiff/Execution Creditor and **ABDOOL KHALIK,** 1st Defendant/Execution Debtor, and **MORGANATHAN GOVENDER,** 2nd Defendant/Execution Debtor

In pursuance of a judgment of the above Court and a warrant of execution issued thereunder the following properties will be sold in execution on **Friday, the 1st March 1996 at 11:00** at the sale room of the Sheriff of the Pietermaritzburg, KwaZulu/Natal, to the highest bidder:

1. Sub 5 of Lot 132, Raisethorpe (Pietermaritzburg—Msunduzi Transitional Local Council Area) Administrative District of Pietermaritzburg, Province of KwaZulu/Natal, in the extent 522 (five two two) square metres (street address: 5 Azad Road, Raisethorpe)—held by the Second Defendant under Title T1972/1989—vacant land;

2. Sub 3 of Lot 132, Pietermaritzburg (Pietermaritzburg Msunduzi Transitional Local Council Area), Administrative District of Pietermaritzburg, Province of KwaZulu/Natal, in extent 1 834 (one eight three four) square metres (street address: 25 Jarier Road, Pietermaritzburg, KwaZulu/Natal)—held by the First Defendant under Deed of Transfer T1970/1989;

The full sale conditions may be inspected, during business hours, at the said Sheriff's Offices or with the attorneys Pierre Odendaal & Co., 1st Floor, Fedlife House, 251 Church Street, Pietermaritzburg, KwaZulu/Natal.

The property (1) above is vacant land and property (2) above contains a dwelling and outbuildings.

Dated at Pietermaritzburg this 1st February 1996.

Pierre Odendaal & Co., Attorneys for Plaintiff, First Floor, Fedlife House, 251 Church Street, Pietermaritzburg. (Ref. PO/dk/05T 002 371.)

Case No. 28276/95

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

Between **SAAMBOU BANK LIMITED,** Plaintiff/Execution Creditor, and **JACOBUS CORNELIUS FOURIE,** 1st Defendant/Execution Debtor, **ELAINE FOURIE,** 2nd Defendant/Execution Debtor

In pursuance of a judgment of the above Court and a warrant of execution issued thereunder the following property will be sold in execution on **Friday, the 1st March 1996 at 11:00** at the sale room of the Sheriff for the Pietermaritzburg Magistrate's Court, 277 Berg Street, Pietermaritzburg, KwaZulu/Natal to the highest bidder:

Section 16 as shown and more fully described on Sectional Plan No. SS88/1984 in the Scheme known as Derral Court in respect of land/buildings situate at Pietermaritzburg, of which the floor area is seventy-nine (79) square metres in extent and an undivided share (in accordance with the participation quota) in the common property, held by the Defendants under Deed of Transfer ST No. 4782/92 (street address: 30 Longmarket Street, Pietermaritzburg, KwaZulu/Natal).

The full sale conditions may be inspected, during business hours, at the said Sheriff's offices or with the attorneys Pierre Odendaal & Co., First Floor, Fedlife House, 251 Church Street, Pietermaritzburg, KwaZulu/Natal.

Without the Execution Creditor or its attorneys warranting anything the unit above comprises: three (3) bedrooms, one (1) lounge, one (1) bathroom, one (1) dining room and one (1) kitchen.

Dated at Pietermaritzburg this 1st day of February 1996.

Pierre Odendaal & Co., Plaintiff's Attorneys, First Floor, Fedlife House, 251 Church Street, Pietermaritzburg. (Ref. PO/dk/05S 220 011.)

Case No. 15356/95

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

Between **ABSA BANK LIMITED,** Plaintiff/Execution Creditor, and **RORY MICHAEL BECKER,** Defendant/Execution Debtor

In pursuance of a judgment of the above Court and a warrant of execution issued thereunder the following property will be sold in execution on **Friday, the 1st March 1996 at 11:00** at the sale room of the Sheriff for the Pietermaritzburg Magistrate's Court, 277 Berg Street, Pietermaritzburg, KwaZulu/Natal to the highest bidder:

Sub 59, Lot 835, Pietermaritzburg (Pietermaritzburg—Msunduzi Transitional Local Council Area), Administrative District of Natal, Province of KwaZulu/Natal, in extent 2 624 (two six two four) square metres (street address: 2 Gloucester Road, Pietermaritzburg) held by the Defendant under Deed of Transfer T4271/88.

The full sale conditions may be inspected, during business hours, at the said Sheriff's offices or with the attorneys Pierre Odendaal & Co., First Floor, Fedlife House, 251 Church Street, Pietermaritzburg, KwaZulu/Natal.

Without the Execution Creditor or its attorneys warranting anything the property above comprises: hall, study, lounge, dining room, kitchen, scullery, four (4) bedrooms, bathroom, WC, enclosed verandah and three (3) basement offices.

Dated at Pietermaritzburg this 1st day of February 1996.

Pierre Odendaal & Co., Attorneys for Plaintiff, First Floor, Fedlife House, 251 Church Street, Pietermaritzburg. (Ref. PO/dk/05T 002 591.)

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 in this action, the immovable property listed hereunder will be sold in executon on **Tuesday, 27th February 1996** in the front entrance of the Magistrate's Court, Chatsworth, at **10:00**:

Sub 1253 of Lot 85, situated in the City of Durban, Administrative District of Natal, Province of Kwa-Zulu Natal, in extent two thousand two hundred and seventy-four (2 274) square metres, address: 110 Lakeview Road, Silverglen, Chatsworth, zoning: Residential.

Improvements: 1 double storey brick under tile roof dwelling comprising of 2 bedrooms, lounge, dining room, kitchen, toilet & bathroom together with lights and water - balcony. Basement: 2 rooms, kitchen, toilet and bathroom. Vacant possession is not guaranteed, nothing in respect of the sale notice is guaranteed.

1. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price and the auctioneer's commission in cash immediately after the sale and the balance against transfer to be secured by a bank or building society guarantee, to be furnished within 14 (fourteen) days after the date of sale.

2. The full conditions of sale may be inspected at the offices of the Sheriff of the Magistrate's Court, Chatsworth, at Oak Avenue, Kharwastan.

Dated at Chatsworth on this 31st day of January 1996.

M. Y. Baig, for M. Y Baig & Company, Execution Creditor's Attorneys, Suites 19/20 Croftdene Mall, Croftdene Drive, Chatsworth. (Ref. Mrs John/04 4836 003.)

Case No. 8997/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between **ABSA BANK LIMITED** (Number 86/04794/06), Plaintiff, and **MR KUKHU PATRICK NGCOBO,** 1st Defendant, **MRS KHUTHELE VERONICA NGCOBO,** 2nd Defendant

In executon of a judgment granted by the Supreme Court of South Africa, Durban and Coast Local Division on the 27 January 1995 in the above-named suit, the following immovable property will be sold by public auction by the Sheriff of the Supreme Court, Inanda Area 1 at the front entrance to the Magistrate's Court, Moss Street, Verulam at **10:00 on Friday, the 1st March 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 2 Mountview Shopping Centr, corner of Inanda & Jacaranda Road, Verulam, namely:

Lot 716, Avoca Hills, situated in the City of Durban, Administrative District of Natal, measuring 630 (six hundred and thirty) square metres, which property is physically situated at 255 Avoca Hills Drive, Avoca Hills, 4051, and which property is held by the above-named Defendants under and by virtue of Deed of Transfer No. T34612/93.

Improvements: Without constituting a warranty of any nature, the property has been improved by the erection thereon of brick under tile dwelling consisting of entrance hall, lounge, diningroom, kitchen, bathroom, toilet, toilet/shower, 4 bedrooms.

Zoning: The property is zoned for Special Residential purposes and enjoys no special consents in respect of its zoning.

Terms: The purchase price will be payable subject to the conditions of sale, as follows:

(a) 10% (ten per cent) of the purchase price together with the Sheriff's commission on the sale to be paid immediately in cash on the date of sale.

(b) All current and arrear rates, taxes, electrical, sanitary, water and other fees of charges to be paid in cash within 7 (seven) days of the date of sale together with costs of transfer and transfer duty.

(c) The balance of the purchase price together with interest at the rate of 16,25% (sixteen comma two five per cent) per annum compounded monthly in advance on the amount referred to in the conditions of sale to date of transfer both days inclusive, to be secured by an acceptable guarantee to be furnished within 14 (fourteen) days after the date of sale.

Dated at Durban this 12 September 1995.

Browne Brodie & Co., Plaintiff's Attorneys, 12th Floor, United Building, 291 Smith Street, Durban, 4001; P.O. Box 714, Durban, 4000. [Telephone (031) 304-7614/5.] (Ref. CMK/A332/005388/Mrs Chelin.)

Case No. 1824/92

IN THE SUPREME COURT OF SOUTH AFRICA

(Natal Provincial Division)

In the matter between **FIRST NATIONAL BANK OF SA LIMITED,** Plaintiff, and **HAYDEN BRETT DUNN,** First Defendant, **MICHELLE LORNA DUNN,** Second Defendant

In pursuance of a judgment of the Supreme Court of South Africa (Natal Provincial Division) given at Pietermaritzburg on 16th day of June 1994, the following immovable property will be sold in execution on **Friday 23rd February at 09:00** at the office of the Sheriff, No. 5 Courtyard, Derek Hall, 172 Loop Street, Pietermaritzburg, Natal, to the highest bidder:

Lot 129 of Lot 1254, Pietermaritzburg, situated in the City of Pietermaritzburg, Administrative District of Natal, in extent 479 square metres, which property is held under Deed of Transfer No. T27556/89.

The following information is furnished regarding the property but is not guaranteed:

1. The property is zoned Residential and is situated at 3 Planetree Road, Woodlands, Pietermaritzburg.

2. The property consists of a brick under IBR residence comprising lounge, family room with bar area and open plan diningroom, 4 bedrooms, 2 bathrooms of which one is en suite, guest toilet, kitchen and single garage under house.

Conditions of sale:

1. The sale shall be subject to the terms and conditions relating to sales in execution in the Supreme Court.

2. The purchaser shall pay 10% of the purchase price in cash at the time of the sale and the balance shall be paid or secured by a bank or building society guarantee approved by the Execution Creditor's attorneys to be furnished to the Sheriff of the Supreme Court, Pietermaritzburg within twenty-one (21) days of the date of the sale. The full conditions of sale can be inspected at the office of the Sheriff of the Supreme Court for the District of Pietermaritzburg.

3. The sale is subject to a reserve price of R15 000,00.

Dated at Pietermaritzburg this 12th day of January 1996.

Von Klemperer Davis & Harrison Inc., Plaintiff's Attorneys, 234 Berg Street, Pietermaritzburg.

ORANGE FREE STATE
ORANJE-VRYSTAAT

Saak No. 16321/95

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

In die saak tussen **NBS BANK BEPERK,** Eiser, en **GERT JOHANNES BEZUIDENHOUT,** Verweerder

Uit kragte van 'n vonnis van die Landdroshof vir die distrik van Bloemfontein en kragtens 'n lasbrief gedateer 3 September 1995, sal die volgende eiendom/me van die Verweerder per publieke veiling vir kontant op **Vrydag, 1 Maart 1996 om 10:00** te die Peetlaaningang tot die Landdroshof, Bloemfontein, aan die hoogste bieër verkoop word, naamlik:

Sekere Erf No. 15680 geleë in die stad en distrik Bloemfontein, groot 1 246 vierkante meter, gehou kragtens Transportakte No. T1743/1976.

Die eiendom bestaan onder andere uit die volgende: Sitkamer, eetkamer, kombuis, 3 slaapkamers, 2 badkamers, 3 toilette, 1 stort, studeerkamer, TV-kamer, 3 motorhuise en bediendekamer.

Die belangrikste voorwaardes van verkoping:

(a) Die eiendom(me) sal sonder 'n reserweprys verkoop word maar is die verkoping onderhewig aan die goedkeuring en bekragtiging deur die Eiser en wel binne sewe (7) dae na datum van veiling.

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

(c) Die koper sal verder verantwoordelik wees vir betaling van rente aan Eiser bereken teen 20,25% per jaar vanaf datum van die veiling tot datum van transport, beide datums ingesluit. Die koper moet ook afslaersgelde op die dag van die verkoping betaal en ook hereregte, transportkoste en agterstallige belastings en ander uitgawes en heffings wat nodig is om transport te laat geskied op versoek van die prokureurs van die Vonnisskuldeiser.

(d) Die Eksekusieskuldeiser en/of Eksekusieskuldeiser se prokureur en/of Balju, en waarborg geensins enige van die inligting hierin vermeld.

Die verkoopsvoorwaardes is ter insae by die kantore van die Balju, en/of p.a. die Eksekusieskuldeiser se Prokureurs, mnre. Symington & De Kok, 2de, 3de en 4de Vloere, NBS Gebou, Elizabethstraat, Bloemfontein.

Geteken te Bloemfontein op hierdie 23ste dag van Januarie 1996.

P. A. C. Jacobs, vir Symington & De Kok, Prokureur vir Eiser, NBS Gebou, Bloemfontein.

Saak No. 23491/95

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

In die saak tussen **NBS BANK BEPERK,** Eiser, en **CHIH-CHAO CHEN,** Verweerder

Uit kragte van 'n vonnis van die Landdroshof vir die distrik van Bloemfontein en kragtens 'n lasbrief gedateer 14 Desember 1995, sal die volgende eiendom/me van die Verweerder per publieke veiling vir kontant op **Vrydag, 1 Maart 1996 om 10:00** te die Peetlaaningang tot die Landdroshof, Bloemfontein, aan die hoogste bieër verkoop word, naamlik:

Sekere Erf No. 115, geleë in die dorpsgebied Pentagonpark, stad en distrik Bloemfontein, groot 9 626 vierkante meter, gehou kragtens Transportakte No. T9184/1993.

Die eiendom bestaan uit 10 meenthuise wat onder andere uit die volgende bestaan: Drie slaapkamers, 2 badkamers, toilet, sit/eetkamer, TV kamer, studeerkamer, dubbel motorhuis.

Die belangrikste voorwaardes van verkoping:

(a) Die eiendom(me) sal sonder 'n reserweprys verkoop word maar is die verkoping onderhewig aan die goedkeuring en bekragtiging deur die Eiser en wel binne sewe (7) dae na datum van veiling;

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

(c) Die koper sal verder verantwoordelik wees vir betaling van rente aan Eiser bereken teen 19,25% per jaar vanaf datum van die veiling tot datum van transport, beide datums ingesluit. Die koper moet ook afslaersgelde op die dag van die verkoping betaal en ook hereregte, transportkoste en agterstallige belastings en ander uitgawes en heffings wat nodig is om transport te laat geskied op versoek van die prokureurs van die Vonnisskuldeiser.

(d) Die Eksekusieskuldeiser en/of Eksekusieskuldeiser se prokureur en/of Balju, en waarborg geensins enige van die inligting hierin vermeld.

Die verkoopsvoorwaardes is ter insae by die kantore van die Balju, en/of p.a. die Eksekusieskuldeiser se Prokureurs, mnre. Symington & De Kok, 2de, 3de en 4de Vloere, NBS Gebou, Elizabethstraat, Bloemfontein.

Geteken te Bloemfontein op hierdie 23ste dag van Januarie 1996.

P. A. C. Jacobs, vir Symington & De Kok, Prokureur vir Eiser, NBS Gebou, Bloemfontein.

Saak No. 15943/95

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

In die saak tussen **ABSA BANK BEPERK,** h/a TRUSTBANK, Eiser, en **N J & A G J J NELL,** Verweerders

Ter uitvoering van die uitspraak en vonnis toegestaan deur hierdie Agbare Hof op 30 Oktober 1995 en 'n lasbrief vir eksekusie uitgereik teen Verweerders sal die ondervermelde eiendom per openbare veiling verkoop word aan die hoogste bieër op sodanige terme en voorwaardes wat ten tye van die verkoping deur die geregsbode van die Hof voorgelees word; te die persoon geleë te die Landdroskantoor, Bloemfontein (Peetlaaningang) op **Vrydag, 1 Maart 1996 om 10:00** naamlik:

Sekere: Erf 13962 (Bloemfontein uitbr. 85), geleë in die stad en distrik van Bloemfontein; groot 2 052 (tweeduisend twee-en-vyftig) vierkante meter, gehou kragtens Akte van Transport T22401/1993, onderhewig aan sekere serwitute.

Terme: Die koper sal na afloop van die veiling 10% van die koopsom en afslaersgelde in kontant aan die Geregsbode van die Hof betaal; en sekuriteit stel vir die balans van die koopsom by wyse van lewering van 'n aanvaarbare bank- of bouvereni-gingwaarborg binne 14 (veertien) dae na afloop van die veiling.

Voorwaardes: Volledige verkoopsvoorwaardes sal ter insae lê ten kantore van die Geregsbode en E G Cooper & Seuns, Cooper Huis, St Andrewstraat 157, Bloemfontein, waar dit tydens kantoorure besigtig kan word.

Geteken te Bloemfontein op hierdie 22ste dag van Januarie 1996.

E. G. Cooper & Seuns, Cooper Huis, St Andrewstraat 157, Bloemfontein. [Tel. (051) 4473374.]

Saak No. 130/95

IN DIE LANDDROSHOF VIR DIE DISTRIK ROUXVILLE GEHOU TE ROUXVILLE

In die saak tussen **TRANSNET BEPERK,** Eiser, en **JOHANNES CORNELIS PIENAAR,** 1ste Verweerder, en **AMANDA PIENAAR,** 2de Verweerder

Ten uitvoering van 'n vonnis van die Landdroshof van Suid-Afrika (Oranje-Vrystaat Provinsiale Afdeling) sal 'n verkoping met voorbehoud van die volgende eiendom van bogenoemde Verweerder plaasvind te die Landdroskantoor, Rouxville om **10:00 op 29 Februarie 1996.**

Erf 239, dorp en distrik Rouxville, groot 3,8544 (drie komma agt vyf vier vier) hektaar, gehou kragtens Akte van Transport No. T. 15147/1992.

Die volgende inligting word verstrek maar in hierdie opsig word niks gewaarborg nie: Verbeterings bestaan uit 3 slaap-kamers, 2 woonkamers, TV kamer en portaal, kombuis, met spens en 1 badkamer, asook motorhuis en omhein met draad.

Terme: Die Koper sal 10% van die koopsom in kontant aan die Balju betaal onmiddellik na die verkoping. Die balans moet verseker word deur 'n bank- of bougenootskapswaarborg wat binne veertien dae na die datum van verkoping aan die Balju gelewer moet word. Indien die eiendom deur die eerste verbandhouer gekoop word, hoef die 10% kontantbetaling nie gemaak te word nie.

Voorwaardes: Die verkoopsvoorwaardes is ter insae in my kantoor te Louis Bothalaan 3, Aliwal-Noord gedurende kantoorure. Balju van die Landdroshof vir die distrik Rouxville.

Mnr. J. P. Smit, p/a Naudes, Eiser se Prokureur, Trustfonteingebou, Posbus 153, Bloemfontein. (Verw. Mnr. J. P. Smit.)

Case No. 802/95

IN THE SUPREME COURT OF SOUTH AFRICA

(Orange Free State Provincial Division)

In the matter between **ABSA BANK LIMITED,** Plaintiff, and **LUZAYI MAPHEWS GOLOGOLO,** Defendant

In execution of a judgment of the above Honourable Court in the above suit, a sale without reseve will be held at the Magistrate's Court, Peet Avenue, Bloemfontein on **Friday, 23 February 1996 at 10:00** on conditions to be read by the auctioneer at the time of the sale of the following property of the Defendant to wit:

Certain Erf 15502, Mangaung, District Bloemfontein, held by the Defendant in terms of Deed of Transfer No. TL10577/92 with improvements thereon.

Terms: The purchaser shall pay 10% of the purchase price immediately after the sale, to the Sheriff, the balance to be secured by a bank or building society guarantee within 14 (fourteen) days after the sale.

Improvements: 2 bedrooms, lounge, bathroom, toilet and kitchen.

Conditions: The conditions of sale may be inspected at the Sheriff's office during office hours.

Dated at Bloemfontein this 17th day of January 1996.

E. Holtzhausen, for Webbers, Attorney for Plaintiff, 3rd Floor, Allied House, West Burger Street, Bloemfontein.

Case No. 235/95

IN THE SUPREME COURT OF SOUTH AFRICA

(Orange Free State Provincial Division)

In the matter between **ABSA BANK LIMITED,** Plaintiff, and **KOLOKOLO PAUL MOTELE,** Defendant

In execution of a judgment of the above Honourable Court in the above suit, a sale without reserve will be held at the Magistrate's Court, Peet Avenue, Bloemfontein on **Friday, 23 February 1996 at 10:00** on conditions to be read by the auctioneer at the time of the sale of the following property of the Defendant to wit:

Certain Erf 15568, Mangaung, District Bloemfontein, held by the Defendant in terms of Deed of Transfer No. TL12924/92 with improvements thereon.

Terms: The purchaser shall pay 10% of the purchase price immediately after the sale, to the Sheriff, the balance to be secured by a bank or building society guarantee within 14 (fourteen) days after the sale.

Improvements: 2 bedrooms, lounge, bathroom, toilet and kitchen.

Conditions: The conditions of sale may be inspected at the Sheriff's office during office hours.

Dated at Bloemfontein this 17th day of January 1996.

E. Holtzhausen, for Webbers, Attorney for Plaintiff, 3rd Floor, Allied House, West Burger Street, Bloemfontein.

Case No. 990/95

IN THE SUPREME COURT OF SOUTH AFRICA

(Orange Free State Provincial Division)

In the matter between **ABSA BANK LIMITED,** Plaintiff, and **WILLIAM ISAAC MOTAUNG,** Defendant

In execution of a judgment of the above Honourable Court in the above suit, a sale without reserve will be held at the Magistrate's Court, Peet Avenue, Bloemfontein on **Friday, 23 February 1996 at 10:00** on conditions to be read by the auctioneer at the time of the sale of the following property of the Defendant to wit:

Certain Site 11053, Kagisanong, Residential Area, Mangaung, District Bloemfontein, held by the Defendant in terms of Certificate of Right of Leasehold No. TL935/87 with improvements thereon.

Terms: The purchaser shall pay 10% of the purchase price immediately after the sale, to the Sheriff, the balance to be secured by a bank or building society guarantee within 14 (fourteen) days after the sale.

Improvements: 3 bedrooms, lounge, diningroom, bathroom, kitchen and garage.

Conditions: The conditions of sale may be inspected at the Sheriff's office during office hours.

Dated at Bloemfontein this 18th day of January 1996.

E. Holtzhausen, for Webbers, Attorney for Plaintiff, 3rd Floor, Allied House, West Burger Street, Bloemfontein.

Case No. 3306/95

IN THE SUPREME COURT OF SOUTH AFRICA

(Orange Free State Provincial Division)

In the matter between **ABSA BANK LIMITED,** Plaintiff, and **LEON PIETER TITUS,** 1st Defendant, and **KAREN TITUS,** 2nd Defendant

In execution of a judgment of the above Honourable Court in the above suit, a sale without reserve will be held at the Magistrate's Court, Peet Avenue, Bloemfontein on **Friday, 23 February 1996 at 10:00** on conditions to be read by the auctioneer at the time of the sale of the following property of the Defendant to wit:

Certain Unit 10, Scholtz Mansions, Da Vinci Crescent, Heidedal (Ashbury), District Bloemfontein, held by the Defendants in terms of Deed of Transfer No. ST74/95 with improvements thereon.

Terms: The purchaser shall pay 10% of the purchase price immediately after the sale, to the sheriff, the balance to be secured by a bank or building society guarantee within 14 (fourteen) days after the sale.

Improvements: 3 bedrooms, lounge, bathroom, kitchen, shower with toilet.

Conditions: The conditions of sale may be inspected at the Sheriff's office during office hours.

Dated at Bloemfontein this 18th day of January 1996.

E. Holtzhausen, for Webbers, Attorney for Plaintiff, 3rd Floor, Allied House, West Burger Street, Bloemfontein.

Case No. 1741/95

IN THE SUPREME COURT OF SOUTH AFRICA

(Orange Free State Provincial Division)

In the matter between **ABSA BANK LIMITED,** Plaintiff, and **MARIA MOTSETSANA MADITSE,** Defendant

In execution of a judgment of the above Honourable Court in the above suit, a sale without reserve will be held at the Magistrate's Court, Peet Avenue, Bloemfontein on **Friday, 23 February 1996 at 10:00** on conditions to be read by the auctioneer at the time of the sale of the following property of the Defendant to wit:

Certain Site 286 (Extension 5), Mangaung, District Bloemfontein, held by the Defendant in terms of Certificate of Right of Leasehold No. TL1931/87 with improvements thereon.

Terms: The purchaser shall pay 10% of the purchase price immediately after the sale, to the sheriff, the balance to be secured by a bank or building society guarantee within 14 (fourteen) days after the sale.

Improvements: 3 bedrooms, lounge, bathroom, toilet and kitchen.

Conditions: The conditions of sale may be inspected at the Sheriff's office during office hours.

Dated at Bloemfontein this 17th day of January 1996.

E. Holtzhausen, for Webbers, Attorney for Plaintiff, 3rd Floor, Allied House, West Burger Street, Bloemfontein.

Case No. 1839/95

IN THE SUPREME COURT OF SOUTH AFRICA

(Orange Free State Provincial Division)

In the matter between **ABSA BANK LIMITED,** Plaintiff, and **LEEPILE ELIA MOHLALE,** 1st Defendant, and **MAKUNSI MARIA MOHLALE,** 2nd Defendant

In execution of a judgment of the above Honourable Court in the above suit, a sale without reserve will be held at the Magistrate's Court, Peet Avenue, Bloemfontein, on **Friday, 23 February 1996 at 10:00,** on conditions to be read by the auctioneer at the time of the sale of the following property of the Defendants to wit:

Certain Site 11697, Kagisanong, Mangaung, District Bloemfontein, held by the Defendants in terms of Certificate of Right of Leasehold No. TL1931/87 with improvements thereon.

Terms: The purchaser shall pay 10% of the purchase price immediately after the sale, to the Sheriff, the balance to be secured by a bank or building society guarantee within 14 (fourteen) days after the sale.

Improvements: 4 bedrooms, lounge, livingroom, 2 bathrooms, diningroom/kitchen, laundry, garage and toilet.

Conditions: The conditions of sale may be inspected at the Sheriff's office during office hours.

Dated at Bloemfontein this 18th day of January 1996.

E. Holtzhausen, for Webbers, Attorney for Plaintiff, 3rd Floor, Allied House, West Burger Street, Bloemfontein.

Saak No. 3723/95

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Oranje Vrystaatse Provinsiale Afdeling)

In die saak tussen **ESCOM FINANCE COMPANY (EDMS.) BPK.,** Eiser, en **EDGAR DU PREEZ,** Verweerder

Ten uitvoering van 'n vonnis van die Hooggeregshof van Suid-Afrika (Oranje Vrystaat Provinsiale Afdeling) sal 'n verkoping met voorbehoud van die volgende eiendom van bogenoemde Verweerder plaasvind te die Landdroskantoor, Bothastraat, Hennenman, om **10:00 op 1 Maart 1996,** naamlik:

Erf 28, geleë in die landelike samelewing Havengaville, in die Munisipale Gebied van Hennenman, distrik Ventersburg, groot 2 034 vierkante meter, bekend as Bothastraat 27, Hennenman.

Die volgende inligting word verstrek maar in hierdie opsig word niks gewaarborg nie: Verbeterings bestaan uit sitkamer, badkamer, 3 slaapkamers, kombuis, spens, opwas, badkamer, toilet, stort, 1 enkel garage, 2 bediendekamers met toilet.

Terme: Die koper sal 10% van die koopsom in kontant aan die Balju betaal onmiddellik na die verkoping. Die balans moet verseker word deur 'n bank- of bougenootskapswaarborg wat binne veertien dae na die datum van verkoping aan die Balju gelewer moet word. Indien die eiendom deur die eerste verbandhouer gekoop word, hoef die 10% kontantbetaling nie gemaak te word nie.

Voorwaardes: Die verkoopsvoorwaardes is ter insae in my kantoor te Pastoriestraat 76, Hennenman, gedurende kantoorure.

J. P. Smit, Eiser se Prokureur, p.a. Naudes, Trustfonteingebou, Posbus 153, Bloemfontein.

Case No. 1018/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Orange Free State Provincial Division)

In the matter between **ABSA BANK LIMITED,** Plaintiff, and **PAKISO ISAAC MABULA,** Defendant

In execution of a judgment of the above Honourable Court in the above suit, a sale without reserve will be held at the Magistrate's Court, Peet Avenue, Bloemfontein, on **Friday, 23 February 1996 at 10:00,** on conditions to be read by the auctioneer at the time of the sale of the following property of the Defendant to wit:

Certain Erf 16671, Mangaung, District Bloemfontein, held by the Defendants in terms of Deed of Transfer No. TL17239/92 with improvements thereon.

Terms: The purchaser shall pay 10% of the purchase price immediately after the sale, to the Sheriff, the balance to be secured by a bank or building society guarantee within 14 (fourteen) days after the sale.

Improvements: 2 bedrooms, lounge, bathroom, toilet and kitchen.

Conditions: The conditions of sale may be inspected at the Sheriff's office during office hours.

Dated at Bloemfontein this 10th day of January 1996.

E. Holtzhausen, for Webbers, Attorney for Plaintiff, 3rd Floor, Allied House, West Burger Street, Bloemfontein.

Saak No. 2208/1995

IN DIE LANDDROSHOF VIR DIE DISTRIK BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

In die saak tussen **HENDRIK JACOBUS FREDERIK STEYN,** Vonnisskuldeiser, en **IGNATIUS NEL,** 1ste Vonnisskuldenaar, **MARIANA NEL,** 2de Vonnisskuldenaar, **IGANATIUS NEL,** 3de Vonnisskuldenaar, en **MARIANA NEL,** 4de Vonnisskuldenaar

Ingevolge 'n vonnis gelewer op die 20 Desember 1995, in die Bloemfontein Landdroshof, en 'n lasbrief van eksekusie daarna uitgereik, word die eiendom hieronder beskryf in eksekusie verkoop op **23 Februarie 1996 om 10:00** te Piet Humanstraat 17, Hamilton, Bloemfontein, aan die hoogste bieër, met geen reserweprys:

Beskrywing Erf 11155, Bloemfontein Uitbreiding 65, geleë in die stad en distrik, Bloemfontein, groot eenduisend driehonderd agt-en-vyftig (1 358) vierkante meter, gehou kragtens Akte van Transport No. T1797/82, straatadres Piet Humanstraat 17, Hamilton, Bloemfontein.

Die volgende inligting word aangegee, maar nie gewaarborg nie: Die eiendom bestaan uit 'n pakhuis met stoorruimte, kantoorruimte en 'n tussenvloer.

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 Barnesstraat, Westdene, Bloemfontein.

Gedateer te Bloemfontein op hede 17 Januarie 1996.

P. D. Yazbek, Lovius-Block, Grondvloer, Standard Bank Huis, St Andrewstraat, Bloemfontein; Posbus 819, Bloemfontein. [Tel. (051) 30-3874.] (Verw. PDY/rt/M962/95*CO1856.)

Saak No. 2879/95

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

In die saak tussen **HONEY EN VENNOTE,** Eiser, en **MNR HB BRITS,** Verweerder

Ingevolge uitspraak van die Landdros tot geregtelike verkoping kragtens lasbrief vir eksekusie gedateer 9 Mei 1995 sal die ondervermelde eiendom per openbare veiling op **Vrydag, die 1ste dag van Maart 1996, om 10:00,** te: Voor die Landdroshof, Peetlaan Ingang, Bloemfontein, deur die Balju, Bloemfontein-Wes, vir kontant aan die hoogste bieder verkoop word, naamlik:

Sekere Erf 21262, Bloemfontein Uitbreiding 135, bekend as Vierperdewastraat 15, Pellissier, Bloemfontein.

Geteken te Bloemfontein op hierdie 19de dag van Januarie 1996.

R. J. Britz, vir Honey & Vennote Ingelyf, Prokureurs vir Eiser, Watervalsentrum, Aliwalstraat, Bloemfontein. (RJB/jhs/11926.)

Saak No. 461/92

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN WITSIESHOEK GEHOU TE WITSIESHOEK

In die saak tussen **QWA QWA AUTO INDUSTRIES,** Eiser, en **KHOLISILE MESHACK MVULANE,** 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 **11:00 op Vrydag die 1ste dag van Maart 1996,** naamlik:

Erf 3527, geleë in die dorp en distrik Bethlehem, en ook bekend as Kobus Smitstraat 24, Bethlehem, groot 599 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 (veertien) dae na die verkoping van die eiendom.

Die eiendom sal aan die hoogste bieder verkoop word onderhewig aan die bepalings van die Artikel 66 van die Landdroshowewet 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 30ste dag van November 1995.

Du Plessis Bosch & Meyerowitz, Posbus 563, hoek van Commissioner en Naudestraat, Bethlehem, 9700.

Case No. 14903/95

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

In the matter between **ABSA BANK LIMITED,** Plaintiff, and **SELAOTSWE SAMUEL MACHOGO,** Defendant

In execution of a judgment of the above Honourable Court in the above suit, a sale without reserve will be held at the Magistrate's Court, Peet Avenue, Bloemfontein, on **Friday, 23 February 1996 at 10:00** on conditions to be read by the auctioneer at the time of the sale of the following property of the Defendant to wit:

Certain Erf 16798, Phase 11, Mangaung, Bloemfontein, held by the Defendant in terms of Deed of Transfer No. T17024/91 with improvements thereon.

Terms: The purchaser shall pay 10% of the purchase price immediately after the sale, to the Sheriff, the balance to be secured by a bank or building society guarantee within 14 (fourteen) days after the sale.

Improvements: 2 bedrooms, lounge, diningroom, kitchen, bathroom and toilet.

Conditions: The conditions of sale may be inspected at the Sheriff's office during office hours.

Dated at Bloemfontein this 19th day of January 1996.

E. Holtzhausen, Attorney for Plaintiff, Webbers, 3rd Floor, Allied House, West Burger Street, Bloemfontein.

Case No. 15792/95

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

In the matter between **ABSA BANK LIMITED,** Plaintiff, and **TSHEDISO JOHANNES MATSOSO,** Defendant

In execution of a judgment of the above Honourable Court in the above suit, a sale without reserve will be held at the Magistrate's Court, Peet Avenue, Bloemfontein, **on Friday, 23 February 1996 at 10:00** on conditions to be read by the auctioneer at the time of the sale of the following property of the Defendant to wit:

Certain Erf 16701, Mangaung, Bloemfontein, held by the Defendant in terms of Deed of Transfer No. T22252/94 with improvements thereon.

Terms: The purchaser shall pay 10% of the purchase price immediately after the sale, to the Sheriff, the balance to be secured by a bank or building society guarantee within 14 (fourteen) days after the sale.

Improvements: 2 bedrooms, lounge, diningroom, kitchen, bathroom and toilet.

Conditions: The conditions of sale may be inspected at the Sheriff's office during office hours.

Dated at Bloemfontein this 19th day of January 1996.

E. Holtzhausen, Attorney for Plaintiff, Webbers, 3rd Floor, Allied House, West Burger Street, Bloemfontein.

Saak No. 3720/1995

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Orange-Vrystaatse Provinsiale Afdeling)

In die saak tussen **UNITED BANK,** Eiser, en **NICOLAAS STEFANUS VAN WYNGAARD,** Verweerder

Ter uitvoering van 'n vonnis van die bogemelde Agbare Hof in die bogenoemde saak sal 'n verkoping, sonder reserwe, gehou word voor die Landdroshof, Excelsior, om **10:00 op Vrydag, 23 Februarie 1996** van die ondervermelde residensiële eiendom van die Verweerder op voorwaardes wat ten tye van die verkoping voorgelees sal word, welke voorwaardes by die kantore van die ondergemelde Balju voor die verkoping ter insae sal lê, die eiendom synde:

Sekere Erf 193 geleë in die dorp Excelsior, distrik Winburg, ook bekend as Gouwsstraat 1, Excelsior, groot 595 (vyfhonderd vyf-en-negentig) vierkante meter, onderworpe aan sekere serwitute en voorwaardes, en gehou kragtens Akte van Transport No. T1507/1990 geregistreer op 20 Februarie 1990.

Die verbeterings op die eiendom, ten aansien waarvan niks gewaarborg word nie, bestaan uit: 'n Woonhuis met sitkamer, eetkamer, kombuis, 2 slaapkamers, badkamer/toilet en motorafdak.

Terme: Die koper sal 10% van die koopsom onmiddellik na die veiling in kontant betaal aan die Balju terwyl die balans verseker moet word deur 'n bank- of bouverenigingwaarborg binne veertien (14) dae na afloop van die veiling.

I. Sansom, Prokureur vir Eiser, Claude Reid Ing., Unitedgebou, Sesde Vloer, Maitlandstraat, Bloemfontein. [Tel. (051) 447-9881.] (Verw. IS/jv/W22443.)

Case No. 1933/1995

IN THE SUPREME COURT OF SOUTH AFRICA

(Orange Free State Provincial Division)

In the matter between **THE STANDARD BANK OF SOUTH AFRICA,** Plaintiff, and **SIMANGA ISAAC QEBA** (I.D. No. 700303 5362 08 3), Defendant

In execution of a Judgment of the Supreme Court of South Africa (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 23rd day of February 1996 at 10:00** of the undermentioned property of the Defendant on the conditions to be read out by the Auctioneer at the time of the sale and which conditions may be inspected at the office of the Sheriff, Bloemfontein - East, 5 Barnes Street, Bloemfontein, prior to the sale:

Erf 16650, Mangaung, district Bloemfontein, measuring 251 (two hundred and fifty-one) Square Metres, as shown on General Plan L64/88, held by Deed of Transfer No. TL 4563/1993, subject to the conditions contained therein, consisting of a bare erf.

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.

D. A. Honiball (NS117B), Attorney for Plaintiff, c/o Israel & Sackstein, 26/28 Aliwal Street, Bloemfontein.

Case No. 3579/95

IN THE SUPREME COURT OF SOUTH AFRICA

(Orange Free State Provincial Division)

In the matter between **THE STANDARD BANK OF SOUTH AFRICA,** Plaintiff, and **JOHN HENDRIK PETER POOL** (I.D. Nr. 660925 5217 08 7), Defendant

In execution of a Judgment of the Supreme Court of South Africa (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 23rd day of February 1996 at 10:00** of the undermentioned property of the Defendant on the conditions to be read out by the Auctioneer at the time of the sale and which conditions may be inspected at the office of the Sheriff, Bloemfontein East, 5 Barnes Street, Bloemfontein, prior to the sale:

Plot 90, Olive Hill Settlement, situated in the Municipality of Bloemspruit, district Bloemfontein, measuring 4,2827 (four comma two eight two seven) hectares, held by virtue of Deed of Transfer No. T 15149/1993, subject to certain servitudes, consisting of: Main house: Lounge, Kitchen, 2 Bathroom/toilet, Double Garage, Tile roof, Diningroom, 4 Bedrooms, 2 Showers, 2 Storerooms, Wire fencing. Cottage: Lounge, Bathroom, Kitchen, 1 Bedroom, and being 90 Old Brandfort Road, Olive Hill, Bloemspruit, district Bloemfontein, Free State Province.

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.

D. A. Honiball (NS476A), Attorney for Plaintiff, c/o Israel & Sackstein, 26/28 Aliwal Street, Bloemfontein.

Saak Nr. 8108/95

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN ODENDAALSRUS GEHOU TE ODENDAALSRUS

In die saak tussen **EERSTE NASIONALE BANK,** Eiser, en **A. H. VAN DER MERWE,** Verweerder

Ingevolge 'n vonnis van die Landdroshof van Odendaalsrus gedateer 6 Desember 1995 en 'n Lasbrief vir Eksekusie teen onroerende goed, gedateer 6 Desember 1995, sal die volgende eiendom in eksekusie, sonder 'n reserwe aan die hoogste aanbieder op die **1 Maart 1996 om 09:00** by die Hoofingang tot die Landdroshof, Odendaalsrus plaasvind.

Sekere: Erf 388, geleë in die dorp Odendaalsrus, (Ross Kent), distrik Odendaalsrus, groot 773 (sewe honderd drie-en-sewentig) vierkante meter, gehou Kragtens Transportakte nr. T1825/1989, bekend as Allan Robbertslaan 51, Odendaalsrus.

Verbeterings: Woonhuis bestaande uit: Sitkamer, Eetkamer, 4 Slaapkamers, 3 Badkamers, Kombuis, Bediende Kwartier/ toilet. (Niks waarvan gewaarborg word nie).

Die eiendom word gebruik vir 'n woonhuis alleenlik.

Terme:

1. Die koopprys sal betaal word teen 10% daarvan op die dag van die verkoping en die onbetaalde balans is betaalbaar binne 14 (veertien) dae of moet verseker word deur 'n bank of bougenootskap waarborg die koopprys slut nie BTW in nie.

2. Die verkoping sal in alle opsigte gereël word ingevolge die Wet op Landdroshowe 1944 en die reëls daarkragtens uitgevaardig, insluitende enige wysigings of veranderings daarvan. Die eiendom sal voetstoots aan die hoogste bieër sonder reserwe verkoop word.

3. Die Koper sal verplig wees om op versoek van die Eiser se Transportbesorgers die Balju se loon vir laasgenoemde se taak as afslaer, asook alle ander gelde wat nodig is om Transport te bewerkstellig, insluitende seëlregte, transportkoste, BTW en sodanige gelde wat nodig is om 'n belasting-uitklaringsertifikaat in terme van die tersaaklike artikel van die Ordonannsie op Plaaslike Bestuur (OVS) of enige wysiging of vervanging daarvan te verkry.

Verkoopsvoorwaardes:

Die volledige verkoopsvoorwaardes kan enige tyd voor die verkoping by die kantore van die Balju, Weeberstraat, Odendaalsrus ingesien word.

Die verkoopsvoorwaardes sal onmiddellik voor die verkoping deur die Balju uitgelees word.

Gedateer te Odendaalsrus op hierdie 25 dag van Januarie 1996.

T. C. Bothma Ing., Eikehofgebou, Kerkstraat, Posbus 247, Odendaalsrus.

Saak No. 5874/93

IN DIE LANDDROSHOF VIR DIE DISTRIK WELKOM GEHOU TE WELKOM

In die saak tussen **WESSELS & SMITH,** Eiser, en **I. B. MHOLO,** Verweerder

Ingevolge 'n vonnis in die Landdroshof, Welkom en 'n lasbrief vir eksekusie gedateer 25 Oktober 1995, sal die volgende eiendom by wyse van openbare veiling in eksekusie verkoop word op **8 Maart 1996 om 11:00,** te die Tulbaghstraat ingang van die Landdroskantoor, Welkom:

Erf 11980, geleë te en bekend as 11980 Thabong, Welkom, gesoneer vir woondoeleindes, groot 562 vierkante meter, gehou kragtens Sertifikaat van Geregistreerde Huurpag nommer TL12635/91.

Verbeterings: 'n woonhuis.

Voorwaardes van verkoping:

1. Die eiendom sal voetstoots verkoop word aan die hoogste bieder onderhewig aan die bepalings van die Wet op Landdroshowe, No. 32 van 1944, soos gewysig, en die reëls daarkragtens uitgevaardig.

2. Die koopprys sal as volg betaalbaar wees: 'n Deposito van 10% (tien persent) van die koopprys in kontant onmiddellik na afhandeling van die veiling en die onbetaalde balans tesame met rente daarop bereken teen 18,5% per jaar vanaf datum van verkoping tot datum van registrasie van transport sal binne 21 (een-en-twintig) dae betaal word of gewaarborg word deur 'n goedgekeurde bank- of bougenootskapwaarborg.

3. Die volle Verkoopsvoorwaardes wat deur die afslaer uitgelees sal word onmiddellik voor die verkoping kan gedurende kantoorure by die Kantoor van die Balju, Welkom, nagesien word.

Gedateer te Welkom op hierdie 12de dag van Januarie 1996.

C. Uys, vir Wessels & Smith, Prokureurs vir Eksekusieskuldeiser, Eerste Verdieping, Wessels & Smithgebou, Heerenstraat 26–28, Welkom.

Saak No. 21148/94

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

In die saak tussen **BLOEMFONTEIN PLAASLIKE OORGANGSRAAD,** Eiser, en **DAVELIS P.,** Verweerder

Ingevolge 'n uitspraak in die Hof van die Landdros van Bloemfontein en 'n Lasbrief vir Geregtelike Verkoping gedateer 20 September 1995 sal die volgende eiendom op **Vrydag, 1 Maart 1996 om 10:00,** by die Peetlaan Ingang van die Landdroshof, Bloemfontein, aan die hoogste bieder geregtelik verkoop word:

Sekere Erf 16487, geleë in die stad en distrik Bloemfontein, groot 1 543 vierkante meter, gehou kragtens Akte van Transportnommer 1680/1992 geregistreer op 3 Februarie 1992. (Perseeladres Henry Faganstraat 6, Heuwelsig, Bloemfontein).

Die volgende verbeterings is aangebring maar niks word gewaarborg nie: Woonhuis: bestaande uit 4 slaapkamers, studeerkamer, sitkamer, eetkamer, televisiekamer, 2 badkamers, kombuis met waskamer. Buitegeboue: Bediendekamer, 2 motorhuise, swembad.

Die verkoopsvoorwaardes lê ter insae by die kantoor van die Balju Landdroshof, Bloemfontein-Wes, Presidentgebou, 210 St Andrewstraat 119, Bloemfontein, te kantoorure.

Geteken te Bloemfontein hierdie 25ste dag van Januarie 1996.

J. H. Truter, p.a. Naudes, Prokureur vir Eiser, Derde Verdieping, Trustfonteingebou, Posbus 260, St Andrewstraat 151, Bloemfontein.

Saak No. 23283/95

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

In die saak tussen **NBS BANK BEPERK,** Eiser, en **SANDRA LESLEY VAN ZIJL,** Verweerder

Uit kragte van 'n vonnis van die Landdroshof vir die distrik Bloemfontein en kragtens 'n lasbrief gedateer 13 Desember 1995, sal die volgende eiendom/me van die Verweerder per publieke veiling vir kontant op **Vrydag, 1 Maart 1996 om 10:00** te die Peetlaaningang tot die Landdroshof, Bloemfontein, aan die hoogste bieër verkoop word, naamlik:

(a) Deel No. 5, soos getoon en vollediger beskryf op Deelplan SS49/90 in die skema bekend as Artemis ten opsigte van die grond en gebou of geboue geleë te die dorp Langenhovenpark, munisipaliteit Bainsvlei, van welke deel die vloeroppervlakte, van genoemde deelplan 92 vierkante meter groot is en;

(b) 'n onverdeelde aandeel in die gemeenskaplike eiendom in die skema aan genoemde deel toegedeel in ooreenstemming met die deelnemingskwota van genoemde deel soos op genoemde deelplan aangeteken.

Die eiendom bestaan onder andere uit die volgende bestaan: Sitkamer, eetkamer, kombuis, 3 slaapkamers, 2 badkamers, 1 stort, motorhuis en parkering.

Die belangrikste voorwaardes van verkoping:

(a) Die eiendom(me) sal sonder 'n reserweprys verkoop word maar is die verkoping onderhewig aan die goedkeuring en bekragtiging deur die Eiser en wel binne sewe (7) dae na datum van veiling.

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

(c) Die koper sal verder verantwoordelik wees vir betaling van rente aan Eiser bereken teen 20,25% per jaar vanaf datum van die veiling tot datum van transport, beide datums ingesluit. Die koper moet ook afslaersgelde op die dag van die verkoping betaal en ook hereregte, transportkoste en agterstallige belastings en ander uitgawes en heffings wat nodig is om transport te laat geskied op versoek van die prokureurs van die Vonnisskuldeiser.

(d) Die Eksekusieskuldeiser en/of Eksekusieskuldeiser se prokureur en/of Balju, en waarborg geensins enige van die inligting hierin vermeld.

Die verkoopvoorwaardes is ter insae by die kantore van die Balju, en/of p/a die Eksekusieskuldeiser se prokureurs, mnre. Symington & De Kok, 2de, 3de en 4de Vloere, NBS Gebou, Elizabethstraat, Bloemfontein.

Geteken te Bloemfontein op hierdie 29ste dag van Januarie 1996.

P. A. C. Jacobs, vir Symington & De Kok, Prokureur vir Eiser, NBS Gebou, Bloemfontein.

Saak No. 24213/95

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

In die saak tussen **NBS BANK BEPERK,** Eiser, en **FREDERICK JOHAN BOTHA,** Verweerder

Uit kragte van 'n vonnis van die Landdroshof vir die distrik Bloemfontein en kragtens 'n lasbrief gedateer 27 Desember 1995, sal die volgende eiendom/me van die Verweerder per publieke veiling vir kontant op **Vrydag, 1 Maart 1996 om 10:00** te die Peetlaaningang tot die Landdroshof, Bloemfontein, aan die hoogste bieër verkoop word, naamlik:

(a) Deel No. 6, soos getoon en vollediger beskryf op Deelplan SS19/1988 in die skema bekend as Allegro ten opsigte van die grond en gebou of geboue geleë te die dorp Langenhovenpark, munisipaliteit Bainsvlei, van welke deel die vloeroppervlakte, van genoemde deelplan 72 vierkante meter groot is en;

(b) 'n onverdeelde aandeel in die gemeenskaplike eiendom in die skema aan genoemde deel toegedeel in ooreenstemming met die deelnemingskwota van genoemde deel soos op genoemde deelplan aangeteken.

Die eiendom bestaan onder andere uit die volgende bestaan: Sitkamer, eetkamer, kombuis, 2 slaapkamers, 1 badkamer, 1 toilet, 1 stort en parkering.

Die belangrikste voorwaardes van verkoping:

(a) Die eiendom(me) sal sonder 'n reserweprys verkoop word maar is die verkoping onderhewig aan die goedkeuring en bekragtiging deur die Eiser en wel binne sewe (7) dae na datum van veiling.

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

(c) Die koper sal verder verantwoordelik wees vir betaling van rente aan Eiser bereken teen 20,25% per jaar vanaf datum van die veiling tot datum van transport, beide datums ingesluit. Die koper moet ook afslaersgelde op die dag van die verkoping betaal en ook hereregte, transportkoste en agterstallige belastings en ander uitgawes en heffings wat nodig is om transport te laat geskied op versoek van die prokureurs van die Vonnisskuldeiser.

(d) Die Eksekusieskuldeiser en/of Eksekusieskuldeiser se prokureur en/of Balju, en waarborg geensins enige van die inligting hierin vermeld.

Die verkoopvoorwaardes is ter insae by die kantore van die Balju, en/of p.a. die Eksekusieskuldeiser se prokureurs, mnre. Symington & De Kok, 2de, 3de en 4de Vloere, NBS Gebou, Elizabethstraat, Bloemfontein.

Geteken te Bloemfontein op hierdie 29ste dag van Januarie 1996.

P. A. C. Jacobs, vir Symington & De Kok, Prokureur vir Eiser, NBS Gebou, Bloemfontein.

Saak No. 1197/95

IN DIE LANDDROSHOF VIR DIE DISTRIK BETHLEHEM GEHOU TE BETHLEHEM

In die saak tussen **NEDCOR BANK BEPERK,** Eiser, en **MNR MP MOFOKENG,** Eerste Verweerder, **MEV NN MOFOKENG,** Tweede Verweerder

Ten uitvoering van 'n vonnis van bogenoemde Agbare Hof gedateer 19 Junie 1995 en 'n lasbrief tot eksekusie gedateer 7 Junie 1995, sal 'n verkoping van die volgende eiendom van die bogenoemde Verweerders voor die Landdroskantoor, Bethlehem, gehou word om **11:00 op 1 Maart 1996,** naamlik:

Erf 1 027 Uitbreiding 1, Bohlokong, geleë in die dorp en distrik Bethlehem, grootte 336 vierkante meter.

Verbeterings 3 slaapkamers, 1 kombuis, 1 sitkamer, 1 badkamer.

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 (veertien) dae na die verkoping van die eiendom.

Die eiendom sal aan die hoogste bieder verkoop word sonder reserwe en die voorwaardes lê ter insae by die kantore van Hattingh Marais, Prokureurs vir die Eiser, Theronstraat 3, Bethlehem, asook by die Balju vir die Landdroshof, Bethlehem.

Geteken te Bethlehem op hede die 29ste dag van Januarie 1996.

Hattingh Marais, Prokureurs vir Eiser, Theronstraat 3, Bethlehem, 9700.

Saak No. 21568/95

IN DIE LANDDROSHOF VIR DIE DISTRIK BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

In die saak tussen **FIDELITY BANK BEPERK,** Eiser, en **DROMMEDARIS TRUST,** Eerste Eksekusieskuldenaar, **BB VAN DER WALT,** Tweede Eksekusieskuldenaar

Kragten 'n vonnis van bogemelde Agbare Hof en 'n lasbrief vir eksekusie gedateer 6 Desember 1995 sal die ondervermelde eiendom per publieke veiling vir kontant op **1 Maart 1996 om 10:00** te die Landdroshof, Peetlaaningang, Bloemfontein, aan die hoogste bieër verkoop word, naamlik:

Sekere Erf 3908, Bloemfontein, groot (huis) 186 m^2 en buitegeboue 56 m^2, geleë te Drommedarisstraat 15, Westdene, Bloemfontein, gehou kragtens Transportakte No. T10490/1993.

Die eiendom bestaan onder andere uit die volgende: Sitkamer, eetkamer, ingangsportaal, badkamer met aparte toilet, kombuis, vier slaapkamers, motorhuis en opwaskamer.

Die belangrikste voorwaardes van verkoping:

(a) Die eiendom sal sonder 'n reserweprys verkoop word, maar is die verkoping onderhewig aan die goedkeuring en bekragtiging deur die Eiser en wel binne sewe (7) dae na datum van die veiling.

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

(c) Die koper sal verder verantwoordelik wees vir betaling van rente aan Eiser teen 18,25% per jaar op die koopsom bereken vanaf datum van ondertekening hiervan tot datum van transport, beide datums ingesluit. Die koper moet ook afslaersgelde op die dag van die verkoping betaal en ook hereregte, transportkoste en agterstallige belastings en ander uitgawes en heffings wat nodig is om transport te laat geskied op versoek van die prokureurs van die Vonniskuldeiser.

(d) Die Eksekusieskuldeiser en/of Eksekusieskuldeiser se prokureur en/of Balju waarborg geensins enige van die inligting hierin vermeld.

Die verkoopsvoorwaardes lê ter insae by die kantore van die Balju, Bloemfontein-Wes, Bloemfontein, en/of te die prokureurs vir die Eksekusieskuldeiser te Symington & De Kok, NBS Gebou, Elizabethstraat, Bloemfontein.

Geteken te Bloemfontein op hierdie 30ste dag van Januarie 1996.

De B. Human, vir Symington & De Kok, Prokureur vir Eiser, NBS Gebou, Elizabethstraat, Bloemfontein.

Case No. 13412/92

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

In the matter between **ABSA BANK LIMITED,** Plaintiff, and **PETROS MATHIKITHI MAMBA,** First Defendant, **NONYEMBEZI ELIZABETH MAMBA,** Second Defendant

In pursuance of a judgement in the Court of the Welkom Magistrate's Court granted on 17 December 1992 and a Warrant of Execution, the following property will be sold in execution, without reserve subject to the provisions of Section 66 (2) of the Magistrates' Courts Act, 1944 as amended, to the highest bidder at **11:00 on 12 April 1996** at the Tulbach Street Entrance to the Magistrate's Court, Welkom, namely certain:

Certain: Erf 10068, Thabong, District Welkom, measuring 300 (three hundred) square metres, held by the Defendants by virtue of Certificate of Registered Grant of Leasehold No. TL1238/1986, known as 10068 Thabong, District Welkom.

Improvements: Residential property with: Lounge, kitchen, 3 bedrooms, 1 bathroom, 1 toilet.

Outbuildings: 1 double garage.

(None of which are guaranteed).

Terms:

1. The purchase price is payable as follows:

1.1 10% thereof on the day of the sale; and

1.2 the balance together with interest shall be paid or secured by a bank or building society guarantee within 14 days after the date of the date of the sale.

2. The sale shall in all respects be governed by the applicable provisions of the Magistrates' Courts Act of 1944, as amended, and the Rules promulgated thereunder.

3. The property shall be sold "voetstoots" to the highest bidder.

4. The purchaser shall be liable for and shall pay to the plaintiff's conveyancer's on request, the fees of the messenger of court for acting as auctioneer and all amounts necessary to obtain transfer of the property, including stamp duty, the costs of transfer and all such rates and taxes and other amounts including VAT as are payable to obtain a certificate in terms of any relevant Section of the local Government Ordinance (Orange Free State).

The full conditions of sale may be inspected prior to the sale at the offices of the sheriff for the district of Welkom, 100 Constantia Street, Welkom. The said conditions of sale will be read out by the sheriff immediately prior to the sale.

Dated at Welkom on this 1st day of February 1996.

M. C. Louw, for Daly & Neumann Incorporated, Attorney for Plaintiff, Dalman House, Graaf Street, Welkom, 9459. (Ref. Mr M. C. Louw/LVR/UN9.)

Case No. 7794/93

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

In the matter between **ABSA BANK LIMITED,** (ALLIED), Plaintiff, and **SEABATA PHILEMON BILIBISE,** Defendant

In pursuance of a judgement in the Court of the Welkom Magistrate's Court granted on 16 August 1993 and a Warrant of Execution, the following property will be sold in execution, without reserve subject to the provisions of Section 66 (2) of the Magistrates' Courts Act, 1944 as amended, to the highest bidder at **11:00 on 12 April 1996** at the Tulbach Street Entrance to the Magistrate's Court, Welkom, namely certain:

Certain: Erf 5238, Thabong, District Welkom, measuring 266 (two hundred and sixty-six) square metres, held by the Defendant by virtue of Deed of Transfer No. TL218/1989, known as 5238 Thabong, District Welkom.

Improvements: Residential property with: Lounge, kitchen, 3 bedrooms, 1 bathroom, 1 toilet.

Outbuildings: 1 carport.

(None of which are guaranteed).

Terms:

1. The purchase price is payable as follows:

1.1 10% thereof on the day of the sale; and

1.2 the balance together with interest shall be paid or secured by a bank or building society guarantee within 14 days after the date of the date of the sale.

2. The sale shall in all respects be governed by the applicable provisions of the Magistrates' Courts Act of 1944, as amended, and the Rules promulgated thereunder.

3. The property shall be sold "voetstoots" to the highest bidder.

4. The purchaser shall be liable for and shall pay to the plaintiff's conveyancer's on request, the fees of the messenger of court for acting as auctioneer and all amounts necessary to obtain transfer of the property, including stamp duty, the costs of transfer and all such rates and taxes and other amounts including VAT as are payable to obtain a certificate in terms of any relevant Section of the local Government Ordinance (Orange Free State).

The full conditions of sale may be inspected prior to the sale at the offices of the sheriff for the district of Welkom, 100 Constantia Street, Welkom. The said conditions of sale will be read out by the sheriff immediately prior to the sale.

Dated at Welkom on this 1st day of February 1996.

M. C. Louw, for Daly & Neumann Incorporated, Attorney for Plaintiff, Dalman House, Graaf Street, Welkom, 9460. (Ref. Mr M. C. Louw/LVR/AL560.)

Case No. 12266/95

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

In the matter between **ABSA BANK LIMITED,** Plaintiff, and **SELLO JOHANNES DUMANE,** First Defendant, **LIMAKATSO MARTHA DUMANE,** Second Defendant

In pursuance of a judgement in the Court of the Welkom Magistrate's Court granted on 6 October 1995 and a Warrant of Execution, the following property will be sold in execution, without reserve subject to the provisions of Section 66 (2) of the Magistrates' Courts Act, 1944 as amended, to the highest bidder at **11:00 on 12 April 1996** at the Tulbach Street Entrance to the Magistrate's Court, Welkom, namely certain:

Certain: Erf 23711, Thabong, District Welkom, measuring 240 (two hundred and forty) square metres, held by the Defendants by virtue of Certificate of Registered Grant of Leasehold No. TL1393/1990, known as 23711 Thabong, district Welkom.

Improvements: Residential property with: Lounge, kitchen, 2 bedrooms, 1 bathroom, 1 toilet.

Outbuildings: None.

(None of which are guaranteed).

Terms:

1. The purchase price is payable as follows:

1.1 10% thereof on the day of the sale; and

1.2 the balance together with interest shall be paid or secured by a bank or building society guarantee within 14 days after the date of the date of the sale.

2. The sale shall in all respects be governed by the applicable provisions of the Magistrates' Courts Act of 1944, as amended, and the Rules promulgated thereunder.

3. The property shall be sold "voetstoots" to the highest bidder.

4. The purchaser shall be liable for and shall pay to the plaintiff's conveyancer's on request, the fees of the messenger of court for acting as auctioneer and all amounts necessary to obtain transfer of the property, including stamp duty, the costs of transfer and all such rates and taxes and other amounts including VAT as are payable to obtain a certificate in terms of any relevant Section of the local Government Ordinance (Orange Free State).

The full conditions of sale may be inspected prior to the sale at the offices of the sheriff for the district of Welkom, 100 Constantia Street, Welkom. The said conditions of sale will be read out by the sheriff immediately prior to the sale.

Dated at Welkom on this 1st day of February 1996.

M. C. Louw, for Daly & Neumann Incorporated, Attorney for Plaintiff, Dalman House, Graaf Street, Welkom, 9459. (Ref. Mr M. C. Louw/LVR/UN269.)

PUBLIC AUCTIONS, SALES AND TENDERS
OPENBARE VEILINGS, VERKOPE EN TENDERS

TRANSVAAL

INSOLVENTE BOEDELVEILING VAN PRAGTIGE 3 SLAAPKAMERWONING IN GESOGTE WOONBUURT IN POTCHEFSTROOM—BAILLIEPARK

In opdrag van die Kurator in die insolvente boedel **A. N. Weeks,** T3905/95, verkoop ons die ondergenoemde eiendom per openbare veiling op **Woensdag, 21 Februarie 1996 om 11:00:**

Plek van veiling: Rocherstraat 65, Bailliepark, Potchefstroom.

Beskrywing van eiendom: Erf 631, bekend as Rocherstraat 65, Bailliepark, Potchefstroom, Reg. Afd. IQ, Tvl., groot 999m².

Verbeterings: Hierdie staan sinkdakwoning bestaan uit 3 slaapkamers, 2 badkamers, ingangsportaal, sitkamer, eetkamer, kombuis, aparte toilet, matte en teëls, stoep, buitetoilet, buitekamer, waskamer, swembad met plaveisel, groot betonblad, gevestigde tuin en ommuur.

Terme: 20% Deposito in kontant of bankgewaarborgde tjek en die balans binne 45 dae na bekragtiging.

Besigtiging: Daagliks.

Navrae: Skakel Dirkie Pienaar (012) 3228330/1.

PHIL MINNAAR BK

(CK93/29245/23)

INSOLVENTE BOEDELVEILING VAN NETJIESE 3 SLAAPKAMER WOONSTEL: PRETORIA-SENTRAAL

In opdrag van die Kurator in die insolvente boedel **A. H. Louw,** Meestersverwysing T3600/95, verkoop ons die ondervermelde eiendom per openbare veiling op **Vrydag, 16 Februarie 1996 om 11:00:**

Plek van veiling: Monopatiwoonstel 104S, Visagiestraat 280, Pretoria-Sentraal.

Beskrywing van eiendom: Eenheid 32, van Skema SS Monopati 99, ook bekend as Monopati w/s 104S, Visagiestraat 280, Pretoria-Sentraal.

Verbeterings: Hierdie woonstel bestaan uit 3 slaapkamers, sit/eetkamer, 2 badkamers, kombuis, ingeboudekaste, matte en novilon buitestoep met veiligheidshekke, groot 104 m².

Terme: 20% Deposito in kontant of bankgewaarborgde tjek en die balans binne 45 dae na bekragtiging.

Besigtiging: Skakel Mev. De Bruin (012) 3222268 (na ure).

Navrae: Skakel Dirkie Pienaar (012) 3228330/1.

Phil Minnaar BK, Posbus 28265, Sunnyside, 0132. Tel. (012) 322-8330/1. Fax. (012) 322-9263.

PHIL MINNAAR BK

(CK93/29245/23)

INSOLVENTE BOEDELVEILING VAN NETJIESE 3 SLAAPKAMER WONING: SINOVILLE, PRETORIA

In opdrag van die Kurator in die insolvente boedel **D. C. Jordaan,** Meestersverwysing T2777/95, verkoop ons die ondergenoemde eiendom per openbare veiling op **Vrydag, 23 Februarie 1996 om 11:00:**

Plek van veiling: Moonflowerweg 357, Sinoville X2, Pretoria.

Beskrywing van eiendom: Erf 1744, ook bekend as Moonflowerweg 357, Sinoville X2, Pretoria, Reg. Afd. JR, groot 1 007m².

Verbeterings: Hierdie teëldak woning bestaan uit sitkamer, eetkamer, familiekamer, ingangsportaal, studeerkamer, 3 slaapkamers, 2 badkamers, bediendekamer, diefwering, plaveisel, boorgat, dubbel motorhuis, ommuur met veiligheidshekke.

Terme: 20% Deposito in kontant of bankgewaarborgde tjek en die balans binne 45 dae na bekragtiging.

Besigtiging: Skakel Mev. Jordaan (012) 576972 (na ure).

Navrae: Skakel Dirkie Pienaar (012) 3228330/1.

Phil Minnaar BK, Posbus 28265, Sunnyside, 0132. Tel. (012) 322-8330/1. Fax. (012) 322-9263.

PHIL MINNAAR BK

(CK93/29245/23)

BESTORWE BOEDELVEILING VAN 2 SLAAPKAMER WONING: DOORNPOORT, PRETORIA

In opdrag van die Eksekuteur in die bestorwe boedel **D. Erasmus,** Boedel no. 17850/95, verkoop ons die ondergenoemde eiendom per openbare veiling op **Vrydag, 23 Februarie 1996 om 12:00:**

Plek van veiling: Peerboomstraat 531, Doornpoort, Pretoria.

Beskrywing van eiendom: Erf 301, bekend as Peerboomstraat 531, Doornpoort, Pretoria, Reg. Afd. JR, Tvl., groot 1 039m².

Verbeterings: Hierdie teëldak woning bestaan uit 2 slaapkamers, 2 badkamers, kombuis, sitkamer, eetkamer, ingangsportaal, aparte 1 slaapkamer woonstel, bediendekamer en badkamer, plaveisel, gevestigde tuin en ommuur.

Terme: 20% Deposito in kontant of bankgewaarborgde tjek en die balans binne 30 dae na bekragtiging.

Besigtiging: Daagliks.

Navrae: Skakel Dirkie Pienaar (012) 3228330/1.

Phil Minnaar BK, Posbus 28265, Sunnyside, 0132. Tel. (012) 322-8330/1. Fax. (012) 322-9263.

VAN'S AFSLAERS

VEILING: EIENDOM

In opdrag van die Kurator van insolvente boedel **J. F. van Straaten,** T3542/95 verkoop Van's Afslaers ondervermelde boedelbate, onderhewig aan bekragtiging, per openbare veiling op **12 Februarie om 11:00,** te Wynandskraalstraat 289, Erasmusrand, Pretoria.

Beskrywing: Erf 245, Erasmusrand, Pretoria, groot 2 060 m².

Verbeterings: 3 Slaapkamer woning met 2 slaapkamer woonstel.

Betaling: 10% deposito plus kommissie. Balans binne 30 dae.

Inligting: (012) 335-2974.

AUCOR

INSOLVENT ESTATE AUCTION: 1 BEDROOM FLAT, PRETORIA WEST, IN THE MATTER OF I/E I. J. E. NEL, MASTER'S REF. No. T3911/94, TO BE SOLD ON THE SPOT ON TUESDAY, 13 FEBRUARY 1996 AT 10:30

Duly instructed by the Trustee, we will hereby sell this property being no. 103 Handor Flats, 259 Church Street, Pretoria West, Pretoria.

Description: This cosy flat comprises of a spacious bedroom, lounge-*cum* dining room, a kitchen and a full bathroom and has a security gate. The flat is conveniently situated near shops, churches and main bus routes.

Directions: In Church Street due west between Ketjen & Maltzan Streets.

(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 3502/5/211. Fax. (012) 342204.

CAHI AUCTIONEERS

(Registration No. CK87/12616/23)

INSOLVENT ESTATE AUCTION: 12 X KRUGER RANDS, 200 PIECES MODERN GOLD AND DIAMOND JEWELLERY

As instructed by the Trustee in the insolvent estate **A. S. Wallace,** MRN T699/93, insolvent estate **M. E. G. du Plessis,** MRN T3595/95, we will supplement and sell **Monday, 12 February 1996 at 18:30,** at our Gallery, corner of Beatrix and Proes Street, Pretoria, Viewing from 1pm:

Terms: R500,00 Registration fee (refundable cash or bank cheques only).

For further info contact Greg of Cahi Auctioneers, 99 Beatrix Street, Arcadia, Pretoria. Tel. (012) 325 7250. Fax. (012) 324 2215.

LEO AFSLAERS (EDMS.) BPK

(Reg. Nr. 87/03427/07)

INSOLVENSIEVEILING VAN GESOGTE PLAAS, TREKKERS EN IMPLEMENTE, OP 16 FEBRUARIE 1996 OM 10:00 TE DIE PLAAS BLESBOKFONTEIN, BRONKHORSTSPRUIT

Behoorlik daartoe gelas deur die Voorlopige Kurator in die insolvente boedel **J. S. & L. F. van der Walt,** Meestersverwysing T3676/95, verkoop ons genoemde eiendom en roerende bates per openbare veiling soos hierin uiteengesit:

Eiendom: Gedeelte 2 (Restant), Gedeelte 6 (Restant) en Gedeelte 7 van die plaas Blesbokfontein No. 558, Registrasie Afdeling J.R., Noord-Provinsie bestaande uit: Opgeboude boerdery eenheid, uiters geskik vir die verbouing van kontantgewasse onder droëlande en/of besproeiing, melk en veeboerdery. Genoeg fasiliteite vir 'n hoenderboerdery bestaan ook. Store, stal, 2 wonings: verdeel in 35 kampe 600 ha mielielande, 100 ha Smutsvinger, 128 ha Vleiweiding. 10 goeie arbeiderswonings, 5 sementdamme, 2 monopompe, 2 dompelpompe (baie water op hierdie eenheid), groot 854 ha.

Verbeterings: Oorskry 3 500 m^2.

Afslaersnota: Uitstekende boerdery eenheid met alle fasiliteite.

Trekkers en implemente: G.C. Tillage padskraper; Agritel stroper met voerkar; 4 x Eglitte; Toyota Hino trok 15-177 met beestrallies; John deere N440 (hidrolies) 4.8m dis; John Sheares 11 tand ripper; Falcon 80/180 wentelsnyer; John Deere roleg met tefsaaier; John Deere 4960 4x4 trekker OKB 11899; John Deere 2651 4x4 OKB 11946; John Deere trekker 3350; Drotsky (3 punt hamermeul); 2 x John Deere 825 skoffels met kunsmisbakke; Rovatti 3 punt waterpomp; John Deere sleepwa met massakappe; Agritel 100 sleepwa met massakappe; Slatterystroper met voerkar; 2 x John Deere 7200 planters, 40 - 50 mm plastiek pyp; Drompomp; 2.4 D Toyota 4x4; Tecnoma Dynatec 2000 l gifspuit; Drie punt kunsmisstrooier Eurospand S503L; Planter; John Deere 2651 trekker 4x4; Agritel damskrop; Mobiele waterpomp met robin enjin, 2 x 5 000 liter kunsmistenks; drie punt Euro betonmenger; groente planter (saad); John Deere 4 skaar ploeg; Yanmar enjin; Bosch sweismasjien; 2 wiel sleepwa; Golden enjin (gemonteer); Makita afsnymasjien; Ou kunsmis/parte/staal + skroot; ou voerkar; 3 x ou ploeë; wolpers; Smutsvingersaad; kompresser; gereedskap en parte; vleissaag.

Afslaersnota: Goedere in uitstekende toestand.

*Verkoopsvoorwaardes: Eiendom:*15% Deposito in kontant of bankgewaarborgde tjeks. Waarborge vir die balans binne 30 dae na bekragtiging deur die Kurator.

Roerende bates: Streng kontant of bankgewaarborgde tjeks na afloop van die veiling. Geen uitsondering sal gemaak word, nie. Registrasiefooi R2 000,00 kontant. B.T.W. sal gehef word.

Roete beskrywing: Vanaf Bronkhorstspruit neem die Delmas/Babsfontein pad (Pretoria/Witbank) snelweg afrit Bronkhorstspruit Oos Delmas Babsfontein) vir 800 meter, draai links met Arborpad vir 12 km tot by die plaas links. Plaas ook bereikbaar vanaf Johannesburg met Johannesburg/Witbank snelweg (N12). By ± 15 km verby Delmas afrit, neem Argent/Dwarsfontein afrit, draai links, en regs by Bronkhorstspruit T-aansluiting, volg ons roete-aanwysers. Plaas ± 15 km op regterkant.

Besigting: By die plaas: vra wagte. *Roerende bates:* By die plaas vanaf 9 Februarie 1996.

Samevoeging, wysiging en/of reg van ontrekking word voorbehou.

Vir meer besonderhede skakel ons kantoor by (012) 341-1314.

CAHI AUCTIONEERS

(Reg. No. CK87/12616/23)

INSOLVENT ESTATE AUCTION: BEAUTIFUL 3 BEDROOM HOME DOUBLE LOCK UP GARAGE NEXT TO GOLF COURSE, BRONKHORSTSPRUIT

Duly instructed by the Trustee in the insolvente estate **C. M. van Biljon,** MRN T29/96, we will sell **Wednesday, 28 February 1996 at 11:00,** on site 28 Luiperd Street, Bronkhorstspruit:

3 Bedroom home main en suite, lounge, dining room, family room, modern open plan kitchen, second bathroom, separate guest toilet, double lock up garage, outside toilet.

View by appointment.

Terms: 20% deposit on the fall of the hammer (cash or bank guaranteed cheques only). Balance within 30 days after confirmation.

For further info contact Greg or Jade of Cahi Auctioneers, 99 Beatrix Street, Arcadia, Pretoria. Tel. (012) 325-7250. Fax. (012) 324-2215.

CAHI AUCTIONEERS

(Reg. No. CK87/12616/23)

IN THE INSOLVENT ESTATE AUCTION: 12 X KRUGER RANDS, 200 PIECES MODERN GOLD AND DIAMOND JEWELLERY

As instructed by the Trustee in the insolvent estate **A. S. Wallace,** MRN T699/93, we will supplement and sell **Monday, 12 February 1996 at 13:30,** at our Gallery, corner of Beatrix and Proes Street, Pretoria, Viewing from 1pm:

Terms: R500,00 Registration fee (refundable cash or bank cheques only).

For further info contact Greg of Cahi Auctioneers, 99 Beatrix Street, Arcadia, Pretoria. Tel. (012) 325-7250. Fax. (012) 324-2215.

MANNIE AUCTIONEERING COMPANY

INSOLVENT ESTATE J. A. LOMBARD No. T537/94 AND INSOLVENT ESTATE B. C. SACKS No. T3818/95

Duly instructed by the Joint Provisional Trustee and the Trustee in the above matter we will sell by Public Auction on the spot, 109 Avon Road (Northfield Avenue Extension) Viewcrest (Glenhazel) Johanensburg, on **Sunday, 18th February 1996 commencing at 10:00:**

Household furniture, boat and trailer, Kruger Rand and Swiss Made .380 Pistol.

Terms: Only cash or bank certified cheques.

On view Mondays and Wednesdays from 10:30am to 3pm and Sunday 11th February from 11:00am to 1pm and from 2pm to 4pm.

Mannie Auctioneering Company Tel. (011) 334-3810. Fax. (011) 334-1542.

MANNIE AUCTIONEERING COMPANY

JENOL INVESTMENTS CC (IN LIQUIDATION), MASTER'S REFERENCE No. T3983/95

Duly instructed by the Liquidator in the above matter we will sell by Public Auction on the spot, 44 Rockey Street, Bellevue East, Johannesburg, on **Tuesday, 20th February 1996 at 10:30,** the following:

Pair of semi-detached houses, Bellevue East, Johannesburg.

Certain Erf 224, situated 44 Rockey Street, Bellevue East, Johannesburg, measuring approximately 495 square metres upon which is erected a pair of semi-detached houses.

Terms: 15% deposit on signature of the Conditions of Sale and the balance within 30 days from date of confirmation.

On view Thursday, from 10:30am to 3:30 pm, or by appointment.

Immediately thereafter office furniture and stocks.

Terms: Only cash or bank certified cheques. Refundable cash deposit of R200 on registration.

Mannie Auctioneering Company Tel. (011) 334-3810. Fax. (011) 334-1542.

CAHI AUCTIONEERS

(Reg. No. CK87/12616/23)

INSOLVENT ESTATE AUCTION: 2 BEDROOM FLAT, ANDRIES STREET, PRETORIA, OPEN BALCONY, SECURE PARKING WITHIN WALKING DISTANCE OF CITY CENTRE

Duly instructed by the Trustee in the insolvent estate **O. J. H. & L. Hattingh,** M.R.N. T4/96, we will sell **Friday, 16 February 1996 at 11:00,** on site Flat 501, Idle Wild South Flats, 535 Andries Street, Pretoria:

Comprising 2 bedrooms, fitted kitchen, bathroom, separate w.c., enclosed carport, lounge *cum* dining room, breakfast nook.

View by appointment.

Terms: 20% deposit on the fall of the hammer (cash or bank guaranteed cheques only). Balance within 30 days after confirmation.

For further info contact Greg or Alan of Cahi Auctioneers, 99 Beatrix Street, Arcadia, Pretoria. Tel. (012) 325-7250. Fax. (012) 324-2215.

JAN VAN RENSBURG AFSLAERS

Behoorlik daartoe gelas deur die Kurator in die insolvente boedel van **D. F. du Plessis Botha,** Meestersverwysing T1734/95, word die volgende roerende bates per publieke veiling aangebied voetstoots vir kontant op **Donderdag, 15 Februarie 1996 om 11:00,** te Rhodesstraat 3, Witbank.

Een elektriese grassnyer, een J. Albertyn oorspronklike skildery, een C. Finch oorspronklike skildery, een J. Hantech oorspronklike skildery, een vyfstuk Parker Knoll sitkamerstel, een Glas vertoonkas—1920 Imbuia, een Sanyo musieksentrum, een eetkamerstel met insetsels met sewe stoele—1922 asook buffet, een vrieskas, een Inbuia linnekekas, een laaikas.

Navrae: Jan van Rensburg (0135) 656-3800.

UBIQUE AFSLAERS

In opdrag van die Kurator in die insolvente boedel **P. S. J. Venter,** Nr. T3187/95, sal ons die bates verkoop te Cecilias Home, Coligny op **16 Februarie 1996 om 10:00:**

Terme: Kontant of bankgewaarborgde tjeks.

Telefoon: (0148) 294-7391 of 297-3841.

Ubique Afslaers, Die Meent, Van Riebeeckstraat 123, Posbus 208, Potchefstroom.

PARK VILLAGE AUCTIONS

INSOLVENT ESTATE: J. P. & J. W. SNYMAN, MASTER'S REFERENCE NUMBER: T2675/95

Duly instructed by this Estate's Trustee, we will sell by Public Auction, on site at 841 Dalgama Street, Daspoort, Pretoria District, Gauteng, on **Monday, 12 February 1996 commencing at 10:30,** a 3 bedroomed home.

For further particulars and viewing contact the Auctioneer: Park Village Auctions. Telephone Number (011) 789-4375. Telefax Number (011) 789-4369.

PARK VILLAGE AUCTIONS

JOINT INSOLVENT ESTATE: G. & M. L. VIETRI, MASTER'S REFERENCE NUMBER: T2989/95

Duly instructed by the Trustee in the abovementioned Joint Estate, we will sell by Public Auction, on site at Unit Number 2, Conswala Court, 23 De La Rey Street, Bellevue East, Johannesburg District, Gauteng, on **Thursday, 15 February 1996, commencing at 10:30,** a 2 bedroomed flat.

For further particulars and viewing contact the Auctioneer: Park Village Auctions. Telephone Number (011) 789-4375. Telefax Number (011) 789-4369.

PARK VILLAGE AUCTIONS

INSOLVENT ESTATE: M. A. VAN RENSBURG, MASTER'S REFERENCE NUMBER: T2985/95

Duly instructed by this Estate's Trustee, we will sell by Public Auction, on site at 2 Drakensberg Road, corner of First Avenue, The Hill, Johannesburg District, Gauteng, on **Tuesday, 13 February 1996 commencing at 10:30,** a 3 bedroomed home.

For further particulars and viewing contact the Auctioneer: Park Village Auctions. Telephone Number (011) 789-4375. Telefax Number (011) 789-4369.

PROPERTY MART SALES

Duly instructed by the Executor of the deceased estate **W. J. J. du Toit** (Master's Ref. 6468/94), 14 Cul De Sac (Cluster Home Complex) situate Kestell Street (off Hofmeyer Street), being Portion 14 of Erf 5039, Witbank Extension 10 and 289 square metres in extent.

Viewing: Any reasonable daylight hours.

Sale takes place on the spot on **Wednesday, 28th February 1996 at 11:00.**

Terms: 15% deposit at the drop of the hammer in cash or bank cheque. Balance within 30 days of confirmation by bank or building society guarantee.

Auctioneers: Property Mart (Est. 1963), 1st Floor, Pogir Bastion Insurance House, 244 Louis Botha Avenue, Orange Grove, 2192; P.O. Box 46058, Orange Grove 2119. Tel. (011) 728-1283. Fax. (011) 728-5215. a/h: (011) 462-3731. Mr A. W. Hartard.

PROPERTY MART SALES

Duly instructed by the Provisional Trustee in the insolvent estate **W. M. & J. Nettman** (Master's Ref. T3898/95), certain Erf No. 56, Primrose Germiston, measuring 1 056 square metres and situated at 22 Anemone Street.

Sale takes place on the spot on **Friday, 16th February 1996 at 11:00.**

Terms: 15% deposit at the drop of the hammer in cash or bank cheque. Balance within 30 days of confirmation by bank or building society guarantee.

Auctioneers: Property Mart (Est. 1963), 1st Floor, Pogir Bastion Insurance House, 244 Louis Botha Avenue, Orange Grove, 2192; P.O. Box 46058, Orange Grove 2119. Tel. (011) 728-1283. Fax. (011) 728-5215. a/h: (011) 793-6164. Mr C. Mostert.

PLAAS TE KOOP

Op las van die Land- en Landboubank van Suid-Afrika sal die Balju: Hooggeregshof, POTGIETERSRUS op 1 Maart 1996 om 10:00 voor die Landdroskantoor te NABOOMSPRUIT die ondergemelde eiendom by publieke veiling verkoop:—

GEDEELTE 3 van die plaas HARTBEESFONTEIN 121,

Registrasie Afdeling K.R., Noordelike Provinsie;

GROOT: 462,3616 hektaar

Blykens Akte van Transport T705/1986

in die naam van HENDRIK EVERHARDUS MEIRING

Ligging van hierdie eiendom:—

45 km noordwes van Naboomspruit

Geboue en verbeterings wat beweer word om op die eiendom te bestaan is:—

Woonhuis, stoor, buitegebou en kampong. Veekerend omhein en verdeel in kampe. Klein Palalarivier.

Voornemende kopers se aandag word daarop gevestig dat daar geen verpligting op die Landbank rus om grense of bakens ten opsigte van die eiendom te wys nie. Geen versekering kan gegee word dat die beweerde geboue en ander verbeterings wel bestaan of op die eiendom soos hierbo gemeld, geleë is nie, of dat enige daarvan vry van retensiereg of huurkoopooreenkoms is, of dat 'n aangrensende eienaar geen belang of kontribusie-eis ten opsigte van 'n grensheining het nie.

Die eiendom word voetstoots verkoop soos dit staan, onderworpe aan alle serwitute en voorwaardes in die titelakte vermeld.

By die toeslaan van die bot moet die koper die volgende in kontant of per bankgewaarborgde tjek betaal:—

(a) Minstens een-tiende van die koopprys.

(b) 2,5% Afslaerskommissie onderworpe aan 'n maksimum van R7 500. (14% BTW indien van toepassing is eksklusief betaalbaar).

(c) Alle koste in verband met die verkoping wat insluit advertensiekoste.

(d) BTW indien van toepassing, dit is 14% op die volle koopprys.

Die saldo van die koopsom, plus 17,5% rente daarop vanaf die datum van die verkoping tot datum van betaling, is binne 3 maande na die datum van die verkoping aan die Landbank betaalbaar. Die koper is ook aanspreeklik vir die betaling van alle gelde, heffings, belastings en hereregte wat nodig mag wees om transport in sy naam te registreer. Hierdie bedrae moet betaal word sodra die Landbank dit versoek.

Die eiendom word verkoop vry van enige huurooreenkomste, bewoningsregte, koopooreenkomste en/of vruggebruik.

Die Landbank behou hom die reg voor om enige eiendom wat te koop aangebied word te enige tyd van die verkoping te onttrek.

VERWYSINGSNOMMER: AFAA 01100 01G 03G 04C (REGTE)

Land- en Landboubank van Suid-Afrika, Posbus 375, Pretoria, 0001. 30 Januarie 1996. Tel. (012) 323-1912. Faks (012) 323-0861/1210/2122.

TRIDENT AUCTIONEERS

(Reg. No. 95/00037/07)

BRILLIANT STAR BATTERY MANUFACTURERS (PTY) LTD (IN LIQUIDATION)

Duly instructed by the Liquidator of **Brilliant Star Battery Manufacturers Pty (Ltd)** (in liquidation), Master's Reference number T2101/95, we will offer for sale by Public Auction completely without reserve and to the highest bidder, the assets described below on site being Stand 64, 5th Street, Ga Rankuwa Industrial Layout, Ga Rankuwa at **10:30 sharp on Wednesday, 14 February 1996:**

Consisting of:

Machinery: Double corn type mixer, auto impact extrusion machine, zinc calots finishing machine, cutting machine, paper liner assembly machine, sealing machine with asphalt tank & turn table, top disk pressing machine with turn table, battery cell bottom polishing machine with turn table, amp/volt testing machine, assembly line, heat shrinking tunnel x2, curling machines, vertical cutting machine, horizontal cutting machine, flexing machine, injection mould machine, washer machine, eccentric presses, battery discharge meter, water purification equip., feeder for presses, crusher, semi-auto strapping machine, laminating machine, shearing machine, depolarizing machine, shearing machine, sealing unit, IC battery tester, stitching machine, 6F100 production line, vacuum packer machine, heat tunnel, hot air tunnel, auto wire stripper & cutting machine, 6m assembly conveyor, pipe vice, drill press, turner lathe, pedestal drill, bench grinder, bridgefort milling machine, 6 x compressors, 1 x tank.

Vehicles: 1989 BMW 318i, Mazda B2200 Drifter 1993, M.Benz 811/42 1990, Mazda 200i 1990, Toyota Hi Ace 1990, Venter Trailer, 1 1/2m trailer, battery driven forklift.

Viewing: Monday 12 February & Tuesday 13 February 10:00 to 16:00.

Directions: From Maroela Sun follow pointer boards.

Terms: R1 000,00 deposit in cash or bank guaranteed cheque to secure buyers card. Balance to be paid in cash or bank guaranteed cheque before removal of goods, VAT applicable.

Note: Interested parties wishing to purchase this business as a going concern may contact the auctioneers prior to auction and before Tuesday the 6th of February.

Auction subject to change without prior notice.

For further details contact the auctioneers on 011 786-9503.

Trident Auctioneers, 700, 5th Street, Wynberg; P.O. Box 39234, Bramley, 2018. Tel. 887-0008, 786-9503/9505/9606. Fax. 786-9288.

TRIDEND AUCTIONEERS

(Reg. No. 95/00037/07)

BRAKPAN—ZONED INDUSTRIAL 1

Duly instructed by the Trustee in the insolvent estate **L. J. & M. A. Dyzel,** Master's Ref. T3269/95 we will offer by public auction the property described below completely without reserve and to the highest bidder on **Tuesday, 13 February 1996 at 10:30,** 104 Stoffberg Avenue Brakpan, Gauteng, being Erf 3051, measuring 991 square metres and zoned Industrial 1.

Comprising: 4 bedrooms, bathroom, kitchen with ELO HOB and BIC's, scullery, walk in pantry, laundry, entrance hall, lounge, dining room. Oregan Pine floors and pressed ceilings. Enclosed court yard with pool. Carports and garage.

Viewing: Monday, 12 February from 09:30 to 16:00.

Terms: 10% Deposit on the fall of the hammer in cash or bank guaranteed cheque an the balance in cash or suitable guarantees within 30 days of confirmation of sale. Seven (7) days confirmation.

For further details contact the Auctioneers on 011 786-9503.

Trident Auctioneers, 700, 5th Street, Wynberg; P.O. Box 39234, Bramley, 2018. Tel. 887-0008, 786-9503/9505/9606. Fax. 786-9288.

CAPE • KAAP

DE VILLIERS & BREDENKAMP

PUBLIEKE VEILING: INSOLVENTE BOEDEL: WILLIE HECKROODT, MEESTERVERWYSINGSNOMMER: K45/95

In opdrag van die Kurator in bostaande boedel sal die ondergemelde roerende bates verkoop word per publieke veiling op **16 Februarie 1996 om 10:00,** te Kerkstraat 51, Douglas:

Roerende eiendom: 1 × Ses sitplek sitkamerstel, 1 × Kelvinator yskas, 1 × Telefunken TV-stel, 1 × vrieskas, 1 × stoof, 1 × kombuistafel en stoele, 1 × televisietrollie, 1 × rottangstel (bank en stoele), 1 × eetkamerstel (onvolledig), 1 × koffietafel, 1 × lessenaar, kantoormeubels, 1 × stoel, 1 × outomatiese wasmasjien, 1 × golfstel, 1 × oefenfiets, 1 × elektriese waaier, 1 × kragopwekker, 1 × rekenaar, 1 × drukker, 1 × Nissan bakkie, 1 × werkstafel, voorraad (W & L Elektries), gereedskap.

Terme: Roerende eiendom, kontant of bankgewaarborgde tjek op dag van veiling.

Voorwaardes: Ter insae by Afslaer.

Afslaers: De Villiers & Bredenkamp, Posbus 9, Douglas, 8730.

Kontakpersoon: Mnr. Pierre de Villiers.

Telefoonnommer: 053-2981814.

NATAL

IAN WYLES AUCTIONEERS

THE ABDUL RAZAK FAMILY TRUST (IN PROVISIONAL LIQUIDATION), MASTER'S REFERENCE No. T3251/95

Duly instructed by the Joint Liquidators concerned.

1. Public Auction of Goodhope Centre, 90–96 Queen Street, Durban to be convened at the Royal Hotel, Smith Street, Durban, KwaZulu Natal on **Thursday, 14th March 1996 at 11:00am**.

2. Public Auction on the Whitehouse Shopping Centre, 3341 North Coast Road, Phoenix, to be convened at the Royal Hotel, Smith Street, Durban, KwaZulu Natal on **Wednesday, 27th March 1996 at 11:00am**.

For further particulars contact the Ian Wyles Auctioneers at (031) 373-476 or Fax. (031) 373-498.

AUCOR

PUBLIC AUCTION: DOUBLE STOREY HOUSE ON THE SOUTH COAST

IN THE MATTER OF INSOLVENT ESTATE L. McDERMOTT, MASTERS REFERENCE No. T2628/95, TO BE SOLD ON THE SPOT ON WEDNESDAY, 14 FEBRUARY 1996 AT 10:30

Duly instructed by the Trustee, we will hereby sell, by public auction this property being section 8 of lot 74, better known as 74 Ridge Road, Bazley.

Description: This double storey house has 4 bedrooms, lounge, dining room, 3 bathrooms, 3 separate toilets, 2 kitchens and scullery. The outbuildings include a garage & servants quarters.

Subject to change without prior notice.

For further details please contact Aucor. Tel. 84-1200. Fax. 84-0351.

ORANGE FREE STATE
ORANJE-VRYSTAAT

VICTOR KOTZE, SMIT & DU PLESSIS AFSLAERS

INSOLVENTE BOEDELVEILING

Namens die Kurator insolvente boedel **John Henry Denner,** Boedelnommer T382/95, verkoop ons om **11:00 op Vrydag, 16 Februarie 1996,** te Kerkstraat 1, Winburg, een 1983 BMW 518i HKW075T, voetstoots en vir kontant aan die hoogste biedder.

Victor Kotze, Smit & Du Plessis Afslaers, Kerkstraat 1, Posbus 48, Winburg, 9420. Telefoon. (051) 8810044.

CAHI AUCTIONEERS

(Registration No.CK87/12616/23)

INSOLVENT ESTATE AUCTION: SPACIOUS 2 BEDROOM DUPLEX WITH COVERED PARKING, BEDELIA, WELKOM

Duly instructed by the trustee in the insolvent estate **A. Kemp,** M.R.N. T3642/95, we will sell, **Tuesday, 27 February 1996 at 11:00,** on site Unit 6, Villa Telene, Oberon Street, Bedelia, Welkom:

Comprising 2 bedrooms, full bathroom, fitted kitchen, lounge *cum* dining room, guest w.c., covered parking.

View by appointment.

Terms: 10% deposit on the fall of the hammer (cash or bank guaranteed cheques only). 8% Commission payable by the buyer. Balance within 30 days after confirmation.

For further info contact Greg of Cahi Auctioneers, 99 Beatrix Street, Arcadia, Pretoria. Tel. (012) 325-7250. Fax. (012) 324-2215.

PLAAS TE KOOP

Op las van die Land- en Landboubank van Suid-Afrika sal die Balju: Hooggeregshof, BOSHOF op 1 Maart 1996 om 10:00 voor die Landdroskantoor te BOSHOF die ondergemelde eiendom by publieke veiling verkoop:—

Restant van onderverdeling 3 (PANKOP) van die plaas DOORNFONTEIN 337, distrik, Boshof, Provinsie Vrystaat

GROOT: 377,9883 hektaar

Blykens Akte van Transport T851/1990

in die naam van MAGDALENA FRANCINA VAN DER WALT

Ligging van hierdie eiendom:

40 km suidwes van Hertzogville

Geboue en verbeterings wat beweer word om op die eiendom te bestaan is:—

Ou woonhuis en sinkstoor. Veekerend omhein en verdeel in kampe. 2 Boorgate, 2 sementdamme en 5 sementkrippe.

Voornemende kopers se aandag word daarop gevestig dat daar geen verpligting op die Landbank rus om grense of bakens ten opsigte van die eiendom uit te wys nie. Geen versekering kan gegee word dat die beweerde geboue en ander verbeterings wel bestaan of op die eiendom soos hierbo gemeld, geleë is nie, of dat enige daarvan vry van retensiereg of huurkoopooreenkoms is, of dat 'n aangrensende eienaar geen belang of kontribusie-eis ten opsigte van 'n grensheining het nie.

Die eiendom word voetstoots verkoop soos dit staan, onderworpe aan alle serwitute en voorwaardes in die titelakte vermeld.

By die toeslaan van die bot moet die koper die volgende in kontant of per bankgewaarborgde tjek betaal:—

(a) Minstens een-tiende van die koopprys.

(b) 2,5% Afslaerskommissie onderworpe aan 'n maksimum van R7 500. (14% BTW indien van toepassing is eksklusief betaalbaar)

(c) Alle koste in verband met die verkoping wat insluit advertensiekoste.

(d) BTW indien van toepassing, dit is 14% op die volle koopprys;

Die saldo van die koopsom, plus 17,5% rente daarop vanaf die datum van die verkoping tot datum van betaling, is binne 3 maande na die datum van die verkoping aan die Landbank betaalbaar. Die koper is ook aanspreeklik vir die betaling van alle gelde, heffings, belastings en hereregte wat nodig mag wees om transport in sy naam te registreer. Hierdie bedrae moet betaal word sodra die Landbank dit versoek.

Die eiendom word verkoop vry van enige huurooreenkomste, bewoningsregte, koopooreenkomste en/of vruggebruik.

Die Landbank behou hom die reg voor om enige eiendom wat te koop aangebied word te enige tyd van die verkoping te onttrek.

Die eiendom word verkoop onderworpe aan die Staat se beweerde eiendomsreg oor staande oeste wat op die eiendom mag wees.

VERWYSINGSNOMMER: BBAC 04562 01 G (REGTE)

Land- en Landboubank van Suid-Afrika, Posbus 375, Pretoria, 0001. 1 Februarie 1996

Important

Please acquaint yourself thoroughly with the

"Conditions for Publication"

of legal notices in the Government Gazette, as well as the new tariffs in connection therewith

See List of Fixed Tariff Rates and Conditions on front inner pages

Belangrik

Maak uself deeglik vertroud met die

"Voorwaardes vir Publikasie"

van wetlike kennisgewings in die Staatskoerant, asook met die nuwe tariewe wat daarmee in verband staan

Sien Lys van Vaste Tariewe en Voorwaardes op voorste binnebladsye

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